



TECHNICAL REVIEW COMMITTEE MEETING CITY OF ST. PETE BEACH

Notice of Public Meeting Technical Review Committee

Upstairs Conference Room

155 Corey Avenue, City Hall, St. Pete Beach, FL 33706

Friday, February 16, 2024
10:00 AM

Regular Meeting Agenda

This is an informal meeting between City staff and the applicant(s). The public is invited to attend, however no public comment shall be permitted.

Discussion Items

1. Variance #23076: 4999 Gulf Blvd (Polynesian Putter)

Installation of 8'9" x 4', (35 sq. ft.), monument sign with overall height of 8' that does not meet 10' required front yard setbacks with 4' (Gulf Blvd.) and 3' (50th Ave.) proposed (LDC 26.38(a)).

2. Variance #23093: 7501 Gulf Blvd

Applicant requests a variance to construct a new office building in the Downtown Redevelopment District with only one of the two required energy and environmental design standards (LDC Sec. 39.9).

3. Variance #24003: 3700 Gulf Blvd

(Amended Request) Applicant requests a variance to permit construction of a new four-story temporary lodging development containing four lodging units to encroach to 43 feet from the 37th Ave front property line where 50 feet is required (LDC Sec. 14.7.(b)(1)), and encroach to 16.8 feet from the rear property line where 20 feet is required (LDC Sec. 14.7.(b)(4)).

4. Conditional Use Permit #23085: 0 Gulf Blvd [Parcels #07-32-16-07398-001-0170, 07-32-16-07398-001-0230, 07-32-16-18143-001-0010, 07-32-16-18143-001-0020] - Windward Pass Resort

Applicant requests a conditional use permit to construct a six-story temporary lodging

(resort condominium) development of 54 feet in height above base flood elevation containing 104 lodging units (37.7 units per acre on 2.76 acres), which is inclusive of a request for allocation of all requested lodging units from the combined Activity Center, Bayou Residential, and Town Center - Corey Circle and Coquina West temporary lodging unit density pool (LDC Sec. 42.4.(d)). The applicant further requests approval to construct a "Class A" Commercial Dock with 30 slips (LDC Sec. 42.4.(b)), and permit the operation of a roof dining and drinking area on the northern side of the resort on the sixth floor (LDC Sec. 42.4.(h)).

Next Meeting: March 7, 2024

**TECHNICAL REVIEW COMMITTEE MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Action Request:

Strategic Objective:

Date: February 16, 2024

Prepared By: Kristin Coman, Senior Planner

Through: Jennifer McMahon, Chief Operating Officer

Summary of Issue: Installation of 8'9" x 4', (35 sq. ft.), monument sign with overall height of 8' that does not meet 10' required front yard setbacks with 4' (Gulf Blvd.) and 3' (50th Ave.) proposed (LDC 26.38(a)).

Funding:

Attachments: 1. Case No. 23076 - Application, Site Plan, Survey



Memo To: Board of Adjustment
From: Kristin Coman, Senior Planner
Re: **CERTIFICATE OF COMPLETENESS**
Date: 1/2/2024

Please be advised that on this date, the following application has been deemed complete and will be scheduled for the Board of Adjustment agenda on the next available hearing of **February 28, 2024**.

Variance Case Number: 23076
Application Type: Hardship Variance
Owner: Renate Ostrovskis Living Trust
Applicant/Agent: Anthony Sparacino, Extreme Signage
Parcel Number: 06-32-16-00000-320-1000
Address: 4999 Gulf Blvd., St. Pete Beach, FL 33706
Zone: AC

Submittal Documents:

1. Completed Unnecessary and Undue Hardship application form.
2. Boundary Survey prepared by Bullseye Surveying, Inc. dated 2/24/2023, consisting of 1 sheet showing limited improvements of site.
3. Portion of survey with no preparer information or date, consisting of 1 sheet showing proposed location of freestanding sign.
4. Sign schematic prepared by Extreme Signage, dated 10/13/22, 1 page.
5. Photos, showing aerial and ground views of the property, no time or date supplied, total of 3 photos on 1 sheet.

The application and submittal documents will be forwarded to the following agents for review and/or comment:

City/Board Professionals:

- | | |
|--|---|
| ☒ Board of Adjustment Attorney <i>via email</i> | ☒ TRC Committee <i>via email</i> |
| ☐ Code Enforcement Manager <i>via email</i> | ☐ City Manager |

Board Members:

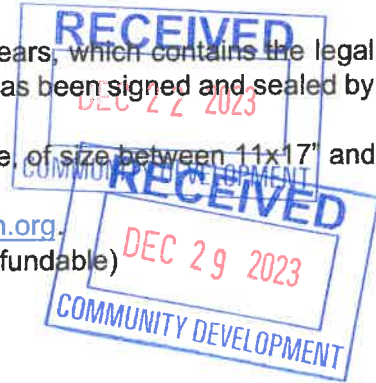
- | | |
|---|--|
| ☒ Paul Skipper, Chair | ☒ Denise Chase |
| ☒ Michael Bomar, Vice Chair | ☒ Dan Small |

Cc: Renate Ostrovskis Living Trust - Owner ***via email*** (seapalmsmotel.com)
Anthony Sparacino, Extreme Signage - Applicant ***via email*** (tony@extremesignage.com;
permitting@extremesignage.com)

CASE #: 23076PARCEL #: 06-32-16-00000-320-100SUBMITTAL DATE: 12-22-23AMOUNT DUE: 665.17PAYMENT DATE: 9-19-23**UNNECESSARY AND UNDUE HARDSHIP VARIANCE APPLICATION**

The following items are to be submitted, along with this application, at least 30 days prior to the public hearing:

- Two (2) copies of the property survey, completed in the last ten years, which contains the legal description, land area, and existing improvements on the site that has been signed and sealed by a surveyor licensed in the State of Florida;
- Seven (7) copies of a site plan showing the request, drawn to scale, of size between 11x17" and 36x48";
- Emailed copy of the survey and site plan to planning@stpetebeach.org;
- The Application Fee, payable to the City of St. Pete Beach (non-refundable)

**OWNER/AGENT INFORMATION:**

Identification	Name	Address	Phone #
Owner	Renate ASTROVSKIS	4999 Gulf Blvd St Pete Beach FL 33706	727-360-9678
Applicant/Agent	Anthony SPARACINO	5050 Seminole Blvd St Pete FL 33708	727-279-7446
Owner Email Address:		Applicant/Agent Email Address:	
Seapalmsmotel@aol.com		Tony@extremesignage.com Permitting@extremesignage.com	

PROPERTY FOR PROPOSED VARIANCE:

Zoning Designation	Future Land Use Designation	Lot Area
Activity center (AC)	AC AC	1.04 AC 45342 sqft
Legal Description: unplatted land lying in SW 1/4 of sec 06-32-16 Beg at SE cor 60th Ave & Gulf Blvd Th N 55 D 27' 20" E 354 ft (S) to S wall Th SE 1/4 114 ft (S) Th S 55 D 27' 20" W 110 ft (S) Th S 1/4 12 ft Th S 55 D 27' 20" W 278 ft to E R/W Gulf Blvd Th N 18 D 23' 40" W 130.22 ft to POB cont 1.04 ACLC		
Explanation of Request: 96" x 96" overall measurement new monument sign with 48" x 9" "no vacancy" sign. Sign cabinet on monument sign measures 48" x 96" = 32 sqft. No vacancy sign is 3 sqft. Signage total 35 sqft. Requested Setback of sign 4 feet from Gulf Blvd property line and 3 feet from 50th Ave.		

Sign located at 4999 Gulf Blvd St Pete Beach FL 33706.

Where 10 ft is required.

Findings Necessary for Granting Request: In order for an application for a unnecessary and undue hardship variance to be approved or approved with conditions, the Board of Adjustment must make a positive finding with regard to each of the provisions below, which are also located in Division 3 of the Land Development Code. The applicant has the burden of proof demonstrating that the application for the variance complies with each of these requirements. Please explain in detail how your case meets these requirements (attach additional sheets if necessary):

1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district;

THE MINI GOLF COURSE HAS THEIR PUTTING HOLES BUILT OUT CLOSE TO THE PROPERTY LINE AND THERE IS ONLY ONE AREA THEY CAN PUT THE SIGN UP WITHOUT DESTROYING AND RE-DESIGNING THE MINI GOLF COURSE.

2. The special conditions and circumstances do not result from the actions of the applicant or a prior owner of the property;

THEY DO NOT. THERE WAS AN EXISTING POLE SIGN ON THE ONLY AREA OF THE PROPERTY THAT HAS SOME LAND SPACE NOT USED FOR A PUTTING HOLE.

3. Literal interpretation of the provisions of the Land Development Code deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Land Development Code and results in unnecessary and undue hardship on the applicant;

THE SIGN SETBACK IS NOT ALLOWING THE SIGN TO GO BACK UP WHERE IT WAS. NEW SETBACK REQUIREMENTS ARE 10 FEET FROM PROPERTY LINE WHICH PUTS THE SIGN RIGHT ON ONE OF THE PUTTING GREENS.

4. The hardship has not been deliberately or knowingly created or suffered to establish a use or structure which is not otherwise consistent with the Comprehensive Plan or the Land Development Code, nor will it permit an increase in development density;

THE EXISTING SIGN FELL DOWN FROM A STORM AND CLIENT IS COMPLYING WITH NEW SIGN STANDARDS BUT ACCORDING TO CODE CANNOT PUT BACK UP IN SAME LOCATION DUE TO SETBACK.

5. An applicant's desire or ability to achieve greater financial return or maximum financial return from his property does not constitute hardship;

THERE ARE NO CURRENT SIGNS INDICATING THE NAMES OF THE BUSINESSES OR EVEN SHOWING THAT THERE IS A "MOTEL" IN THE BACK LOT WITH ANY VACANCY'S

6. Granting the variance application conveys the same treatment to the applicant as to the owner of other lands, buildings, or structures in the same zoning district;

CUSTOMER WILL COMPLY WITH SIGN CODE FOR HIS NEW SIGN BUT DUE TO LAND SPACE RESTRICTION NEEDS TO PUT CLOSER TO THE PROPERTY LINE THAN THE 10 FOOT SETBACK PER CODE.

7. The requested variance is the minimum variance that makes possible the reasonable use of the land, building, or structure; and

CUSTOMER IS REQUESTING A 4 FOOT SETBACK FROM GULF BLVD AND 3 FEET FROM 50TH AVE WHICH DOES NOT INTERFERE WITH A VISIBILITY CONE.

8. The requested variance is in harmony with the general intent and purpose of the Comprehensive Plan and the Land Development Code, is not injurious to the neighborhood or otherwise detrimental to the public safety and welfare, is compatible with the neighborhood, and will not substantially diminish or impair property values within the neighborhood.

ACCORDING TO SIGN CODE WE ARE ALLOWED UP TO 50 SQ.FT. OF SIGNAGE AND CUSTOMER HAS AGREED TO REDUCE THE SIZE OF HIS SIGN DUE TO RESTRICTED LOCATION AND VISIBILITY, BRINGING IT DOWN TO 35 SQ.FT. THE REQUESTED SIGN DOES NOT INTERFERE WITH THE VISIBILITY CONE.

Signature of Applicant



Date

9/12/23

Signature of Authorized Agent

Date

VARIANCE APPLICATION

Applicants must acknowledge understanding of the following. Initial each of the statements below. If you do not understand any of these, staff will explain them to you.

ALS I understand that the City will not accept or process an incomplete application.

ALS I understand that a non-conforming use or structure in a particular zoning district does not, in any way, provide justification for the granting of a variance. Furthermore, the existence of a permitted use or structure in adjacent districts does not constitute grounds for a variance.

ALS On all variances except for administrative (de-minimis) variances, a majority vote is required. Action on this application by the BOA/City Commission may be continued to a later meeting.

ALS I understand that if a variance is approved by the BOA, City Commission or City Manager, the applicant is required to obtain the appropriate building permits within 1 year from the date of the decision. If no permit is obtained within 1 year, the approval becomes voided.

ALS I understand that if any application filed under the provisions of this Code is denied, no subsequent application seeking substantially the same or similar approval shall be filed within six months of the final decision on the original application.

ALS I understand that any person aggrieved by the final decision of the Board of Adjustment or City Commission has the right to file a petition in the Pinellas County Circuit Court within 30 calendar days after the decision. Appeals of decisions made by the City Manager for administrative variances are to a hearing officer designated by the City Commission and must be made within 30 days from the date of the final administrative decision. Permits for construction may be granted prior to the expiration of this 30-day period, but an appeal will be grounds for revocation of the permit.

ALS I understand that I, as the applicant, or my authorized representative must be present at all scheduled public meetings on the application if applicable.

After acknowledgement of these conditions, complete the application form on the following pages.

ALS
Signature of Applicant

12/21/23
Date

Owner's Authorization for Agent

Community Development Department

City of St. Pete Beach, Florida

I/WE

RENATE OSTROVSKIS
(print name of property owner)

hereby authorize

ANTHONY SPARACINO
(print name of agent)

to represent me/us in an application for

VARIANCE

(type of application: variance, conditional use, zoning, etc.)

Renate Ostrovskis
Signature of Owner

Signature of Owner

RENATE OSTROVSKIS
Print Name of Owner

Print Name of Owner

Renate Ostrovskis

The forgoing instrument was acknowledged before me this 15th day of

MARCH 2021 by RENATE OSTROVSKIS or who is

personally

known

produced

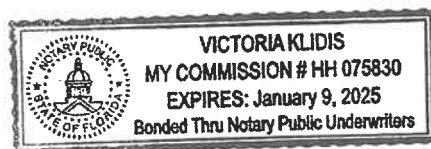
DRIVERS LIC. as identification.

V. A. Klidis
(Notary Signature)

3/15/23
(Date)

My Commission Expires

1/9/25.



LETTER OF AUTHORIZATION TO OBTAIN A SIGN PERMIT

DATE: 11/29/22

To whom it may concern:

I, RENATE OSTROUSKIS, as the owner or agent for the property listed as POLYNESIAN PUTTER / SEA PALMS MOTEL, do authorize EXTREME SIGNAGE, or their authorized agent to obtain a sign permit for the above referenced property on my behalf.

Renate Ostrouskis

Owner or Agent

727 360-9678

Telephone

SEAPALMSMOTEL@AOL.COM

E-Mail Address

11/29/22

Date

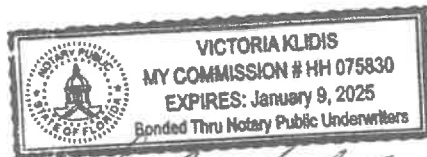
Sworn and subscribed to before me this 29th day of NOVEMBER, 2022

Being personally known to me or have provided a driver's license ✓ D/L

Notary Public

My commission expires: 1/9/25, for PINELLAS county FL.

Stamp:



[Signature]

BOUNDARY SURVEY
THE MAP AND REPORT ARE NOT
FULL AND COMPLETE WITHOUT THE
OTHER.

SURVEYOR'S REPORT

DESCRIPTION:

THAT CERTAIN TRACT OF LAND LYING IN SECTION 6, TOWNSHIP 32 SOUTH, RANGE 16 EAST, IN SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY BOUNDARY LINE OF STATE HIGHWAY NO. 233, ALSO KNOWN AS GULF BOULEVARD, WHERE SAID EASTERLY BOUNDARY LINE INTERSECTS WITH THE SOUTHERLY BOUNDARY LINE OF 50TH STREET, AS PLATTED UPON THE MAP OF BENNETT BEACH, UNIT F, AS RECORDED IN PLAT BOOK 21, AT PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

AND FROM SAID POINT OF BEGINNING RUN NORTH 55 DEGREES, 27' 20" EAST ALONG SAID SOUTHERLY BOUNDARY LINE OF 50TH STREET TO AN INTERSECTION WITH THE MEAN HIGH TIDE LINE OF BOCA CIEGA BAY, AND CALLING SAID POINT OF INTERSECTION POINT "A" FOR CONVENIENCE, RETURN TO THE POINT OF BEGINNING AND FROM THE SAME RUN THENCE SOUTH 18 DEGREES 23' 40" EAST ALONG THE EASTERLY BOUNDARY LINE OF SAID STATE HIGHWAY NO. 233, 130.22 FEET; FROM THENCE IN NORTH 55 DEGREES, 27' 20" EAST 402 FEET MORE OR LESS TO AN INTERSECTION WITH THE MEAN HIGH TIDE LINE OF BOCA CIEGA BAY, AND FROM THENCE RUN NORTHWARD MEANDERING ALONG THE SAID HIGH TIDE LINE OF BOCA CIEGA BAY TO THE AFORESAID POINT "A".

TOGETHER WITH ALL CLAIM, RIGHT, TITLE, AND INTEREST OF THE PARTIES OF THE FIRST PART, IN AND TO THE FEE TITLE TO THE SOUTHERLY ONE-HALF OF WHAT IS KNOWN AS 50TH STREET AS PLATTED UPON THE AFORESAID MAP AND PLAT OF BENNETT BEACH, UNIT F, SUBJECT HOWEVER, TO ANY EXISTING RIGHT-OF-WAY, EASEMENT OR DEDICATION FOR THE AFORESAID 50TH STREET AND SAID STATE HIGHWAY NO. 233, TOGETHER WITH ANY AND ALL LAND LYING BETWEEN THE SOUTHERLY BOUNDARY OF THE ABOVE DESCRIBED TRACT AND THE NORTHERLY BOUNDARY OF THAT CERTAIN OTHER TRACT OF LAND LYING IMMEDIATELY TO THE SOUTHWARD THEREOF AND HERETOFORE CONVEYED BY PARTIES OF THE FIRST PART TO CHARLES C. CLARKSON AND E. G. KERR IN JUNE, 1944, AND TOGETHER WITH ANY AND ALL LANDS LYING BETWEEN THE ABOVE DESCRIBED TRACT HEREBY CONVEYED AND THE WATERS OF BOCA CIEGA BAY, INCLUDING ANY AND ALL ACCRETIONS AND RIPARIAN RIGHTS APPERTAINING OR BELONGING THERETO WHICH NOW OR MAY HEREAFTER EXIST;

LESS THAT PART OF: BEGIN WHERE THE EASTERLY BOUNDARY LINE OF SR 699 INTERSECTS THE SOUTHERLY BOUNDARY LINE OF 50TH STREET, AS PLATTED UPON THE MAP OF BENNETT BEACH, UNIT F, IN SECTION 6, TOWNSHIP 32 SOUTH, RANGE 16 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 23, PAGE 53, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, RUN THENCE NORTH 55° 27' 20" EAST ALONG SAID SOUTHERLY BOUNDARY LINE OF 50TH STREET, TO THE MEAN HIGH TIDE LINE OF BOCA CIEGA BAY, CALLING SAID POINT OF INTERSECTION POINT "A" FOR CONVENIENCE, RETURN TO THE POINT OF BEGINNING AND RUN THENCE SOUTH 18° 23' 40" EAST ALONG THE EASTERLY BOUNDARY LINE OF SAID STATE HIGHWAY 699, 130.22 FEET, THENCE NORTH 55° 27' 20" EAST 402 FEET MORE OR LESS, TO SAID MEAN HIGH TIDE LINE TO THE AFORESAID POINT "A".

LYING WITHIN 40 FEET OF THE SURVEY LINE OF SR 699, SECTION 15100, SAID SURVEY LINE BEING DESCRIBED AS FOLLOWS:

BEGIN ON THE WESTERLY EXTENSION OF THE SOUTH BOUNDARY OF LOT 4 OF PALM GARDENS SUBDIVISION IN SECTION 6, TOWNSHIP 32 SOUTH, RANGE 16 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGE 61, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AT A POINT 311.46 FEET NORTH 66° 13' 31" WEST OF THE SE CORNER OF SAID LOT 4, RUN THENCE NORTH 13° 43' 31" WEST 148.49 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WESTERLY HAVING A RADIUS OF 5729.58 FEET, THENCE NORTH 18° 23' 40" EAST ALONG SAID CURVE 286.67 FEET THROUGH A CENTRAL ANGLE OF 2° 52' 00" TO THE END OF SAID CURVE AT STATION 459.78.09, THENCE NORTH 16° 35' 31" WEST 1401.13 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WESTERLY HAVING A RADIUS OF 4297.18, THENCE NORTHERLY ALONG SAID CURVE 474.35 FEET THROUGH A CENTRAL ANGLE OF 6° 10' 30" TO THE END OF SAID CURVE, THENCE NORTH 22° 53' 01" WEST 1075.33 FEET TO THE SOUTHWESTERLY EXTENSION OF THE SOUTHEASTERLY BOUNDARY OF LOT 2, BLOCK 4 OF BRIGHTWATER BEACH ESTATES IN SAID SECTION C, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 27, PAGE 36, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AT A POINT 369.27' SOUTHWESTERLY OF THE EASTERNMOST CORNER OF SAID LOT 2, LESS EXISTING RIGHTS OF WAY, CONTAINING 0.021 ACRE, MORE OR LESS.

ALSO: THAT PART OF THE ABOVE DESCRIBED PROPERTY BEING WITHIN THE FOLLOWING METES AND BOUNDS DESCRIPTION: COMMENCE AT THE ABOVE DESCRIBED STATION 459.78.09, RUN THENCE NORTH 16° 39' 31" WEST 1019.35 FEET, THENCE NORTH 57° 15' 29" EAST 41.64 FEET TO A POINT OF BEGINNING, CONTINUE THENCE NORTH 57° 15' 29" EAST 47.26 FEET, THENCE SOUTH 30° 41' 35" WEST 22.36 FEET THENCE SOUTH 57° 15' 29" WEST 30.16 FEET, THENCE NORTH 16° 35' 31" WEST 10.41 FEET TO THE POINT OF BEGINNING.

ACCURACY:

- ALL MEASUREMENTS, DISTANCES, ELEVATIONS (IF SHOW) AND FEATURES WERE PERFORMED IN STRICT ACCORDANCE WITH THE MINIMUM STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE (5J-17FAC).
- METHODS FOR ALL CONTROL MEASUREMENTS WERE MADE WITH A TRANSIT AND STEEL TAPE, OR DEVICES WITH EQUIVALENT OR HIGHER DEGREES OF ACCURACY.
- THE ACCURACY STANDARD USED FOR THIS SURVEY, AS CLASSIFIED IN THE MINIMUM STANDARDS OF PRACTICE (5J-17 FAC), IS "COMMERCIAL/HIGH RISK". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 10,000 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE MET THIS REQUIREMENT.

DATA SOURCES:

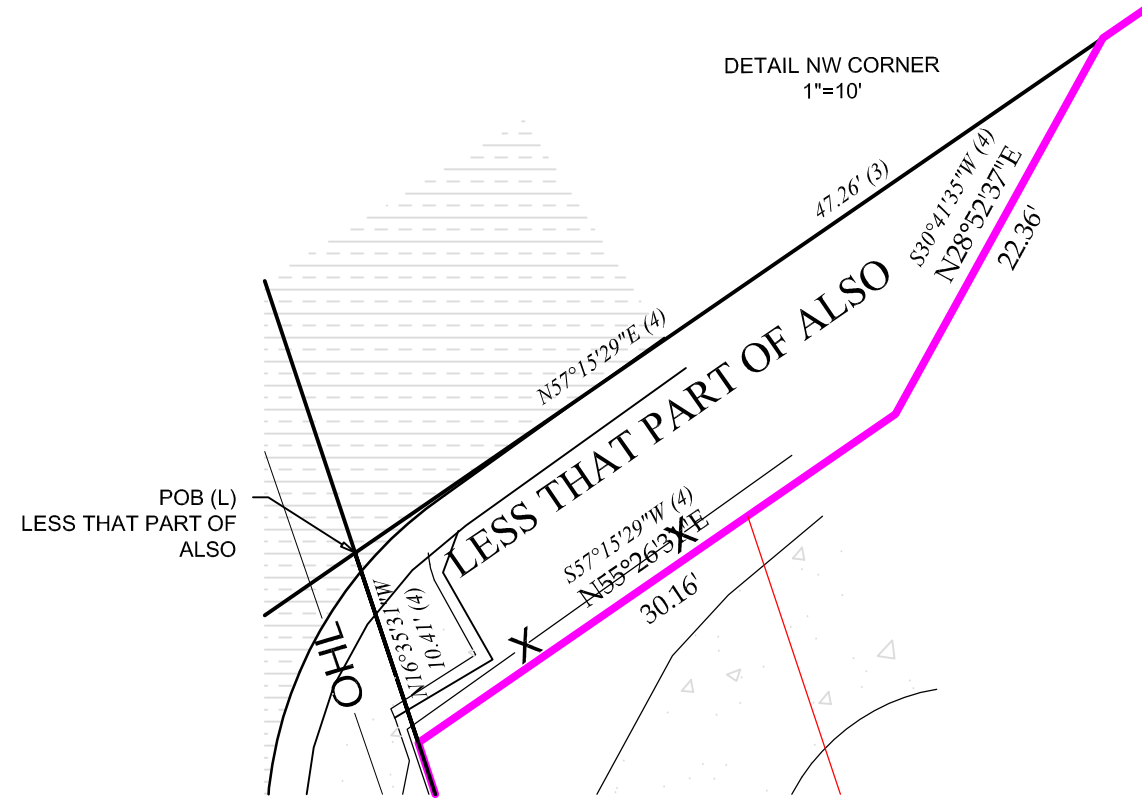
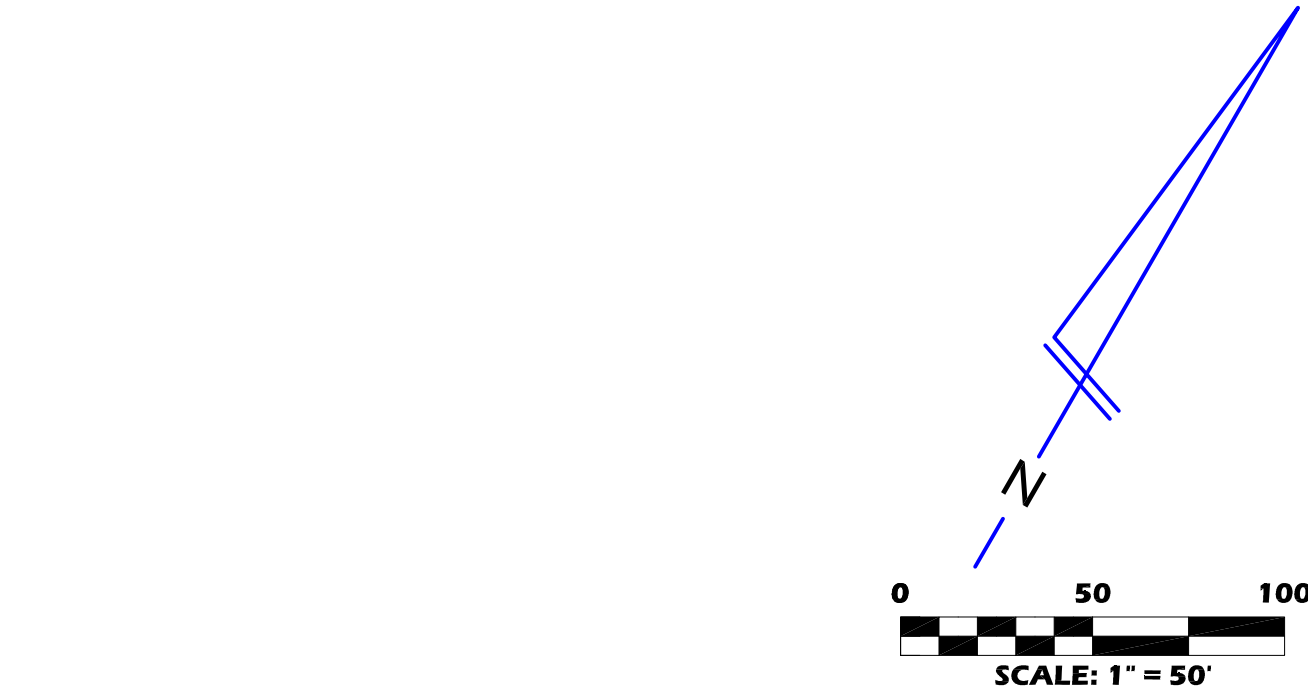
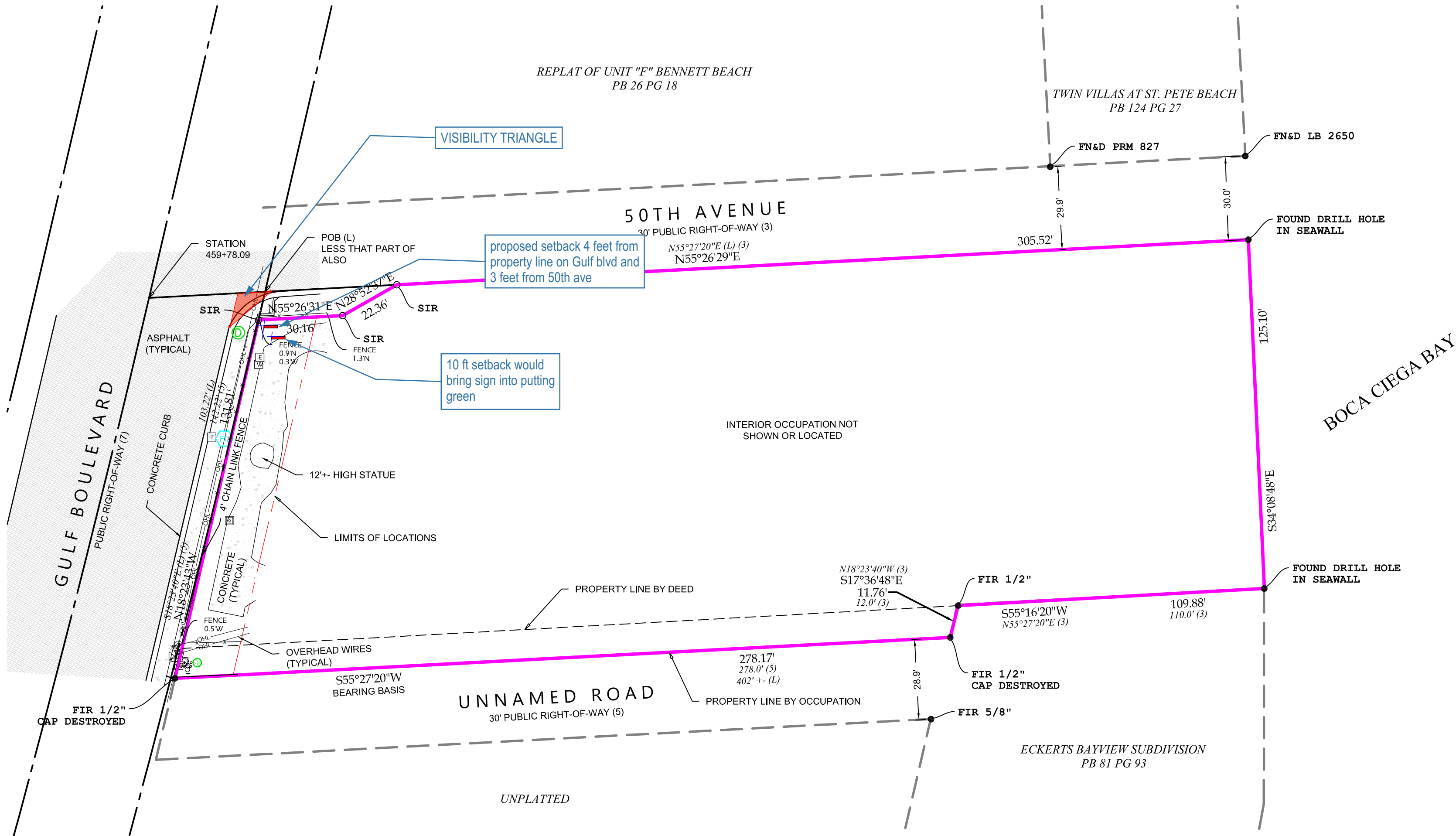
- THE BASIS OF BEARING IS SOUTHEASTERLY LINE OF THE SURVEYED PARCEL, BEING S55°27'20"W (ASSUMED PER LEGAL DESCRIPTION).
- WARRANTY DEED, RECORDED OFFICIAL RECORDS BOOK 20110, PAGE 2267 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
- PLAT OF UNIT F BENNETT BEACH, RECORDED PLAT BOOK 21, PAGE 53 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
- REPLAT OF UNIT "F" BENNETT BEACH, RECORDED PLAT BOOK 26, PAGE 18 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
- PLAT OF ECKERTS BAYVIEW SUBDIVISION, RECORDED PLAT BOOK 81, PAGE 93, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
- PLAT OF TWIN VILLAS AT ST. PETE BEACH, RECORDED PLAT BOOK 124, PAGE 27, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
- STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP, SECTION NO. 15100-2503, ROAD NO. 699, DATED 11-2-60.

LIMITATIONS:

- PURPOSE OF SURVEY: TO DOCUMENT THE PERIMETERS OF A PARCEL OR TRACT OF LAND BY ESTABLISHING OR RE-ESTABLISHING CORNERS, MONUMENTS, AND BOUNDARY LINES FOR THE PURPOSES OF DESCRIBING THE PARCEL.
- 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.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THERE MAY BE ITEMS DRAWN OUT OF SCALE AND / OR MOVED ON THE MAP OF SURVEY TO GRAPHICALLY SHOW THEIR LOCATION. PRINTED DIMENSIONS SHOWN ON THE SURVEY SUPERSEDE SCALED DIMENSIONS.
- UNDERGROUND FOUNDATIONS AND THEIR LOCATIONS HAVE NOT BEEN DETERMINED.
- IRRIGATION EQUIPMENT AND / OR THEIR APPURTENANCES HAVE NOT BEEN MAPPED.
- THERE MAY BE ADDITIONAL UTILITIES STRUCTURES (DRAINAGE, SANITARY, ELECTRIC, COMMUNICATIONS, ETC.) THAT WERE NOT READILY APPARENT AT THE TIME OF THE SURVEY.
- THIS SURVEY PERFORMED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THERE MAY BE ADDITIONAL EASEMENTS FOUND IN THE PUBLIC RECORDS.

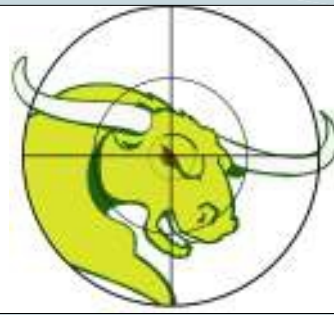
BOUNDARY INCONSISTENCIES:

- ANY ANGULAR AND/OR DIMENSIONAL DISCREPANCIES BETWEEN THE DESCRIPTION AND THE FIELD LOCATED OCCUPATION BOUNDARY CORNERS, AND BOUNDARY CORNERS WITH MULTIPLE BOUNDARY MONUMENTS ALONG WITH THEIR CORRESPONDING QUADRANT DIRECTIONAL MISSES, ARE SHOWN ON THE MAP OF SURVEY. ALL PERIMETER BEARINGS AND DISTANCES ARE ALSO FIELD MEASURED UNLESS SO NOTED.



BULLSEYE SURVEYING, INC.

LB 7818
2198 NE COACHMAN
ROAD, UNIT F
CLEARWATER FL 33765
PHONE: 727-475-8088



SECTION 06, TOWNSHIP 32 SOUTH, RANGE 16 EAST,
PINELLAS COUNTY, FLORIDA

ADDRESS:
4999 GULF BOULEVARD, ST. PETE BEACH, FL 33706

PARCEL ID:
06-32-16-00000-320-1000

ABBREVIATIONS

DENOTES

(#)=INFORMATION FROM DATA SOURCE
(L)=LEGAL DESCRIPTION INFORMATION
(P)=PLAT INFORMATION
FIR=FOUND IRON ROD
FN&D=FOUND NAIL AND DISK
LB=LICENSED BUSINESS
LS=LICENSED SURVEYOR
OR=OFFICIAL RECORDS BOOK
PB=PLAT BOOK
PG=PAGE
PLS=PROFESSIONAL LICENSED SURVEYOR
PSM=PROFESSIONAL SURVEYOR AND MAPPER
RLS=REGISTERED LICENSED SURVEYOR
SIR=SET 1/2' REBAR AND CAP LB 7818

SYMBOL LEGEND

DENOTES

BACKFLOW PREVENTION DEVICE
CLEANOUT
DRAINAGE MANHOLE
ELECTRIC EQUIPMENT
FIBRE OPTIC WARNING MARKER
FIRE HYDRANT
LIGHT POLE (METAL)
SIGN
TELEPHONE EQUIPMENT
UTILITY POLE (CONCRETE)
WATER METER
WATER VALVE

THIS SURVEY AND THE COPIES THEREOF, EXCEPT THOSE WITH ELECTRONIC SIGNATURE AND ELECTRONIC SEAL, THE SURVEY OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR OR MAPPER. THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

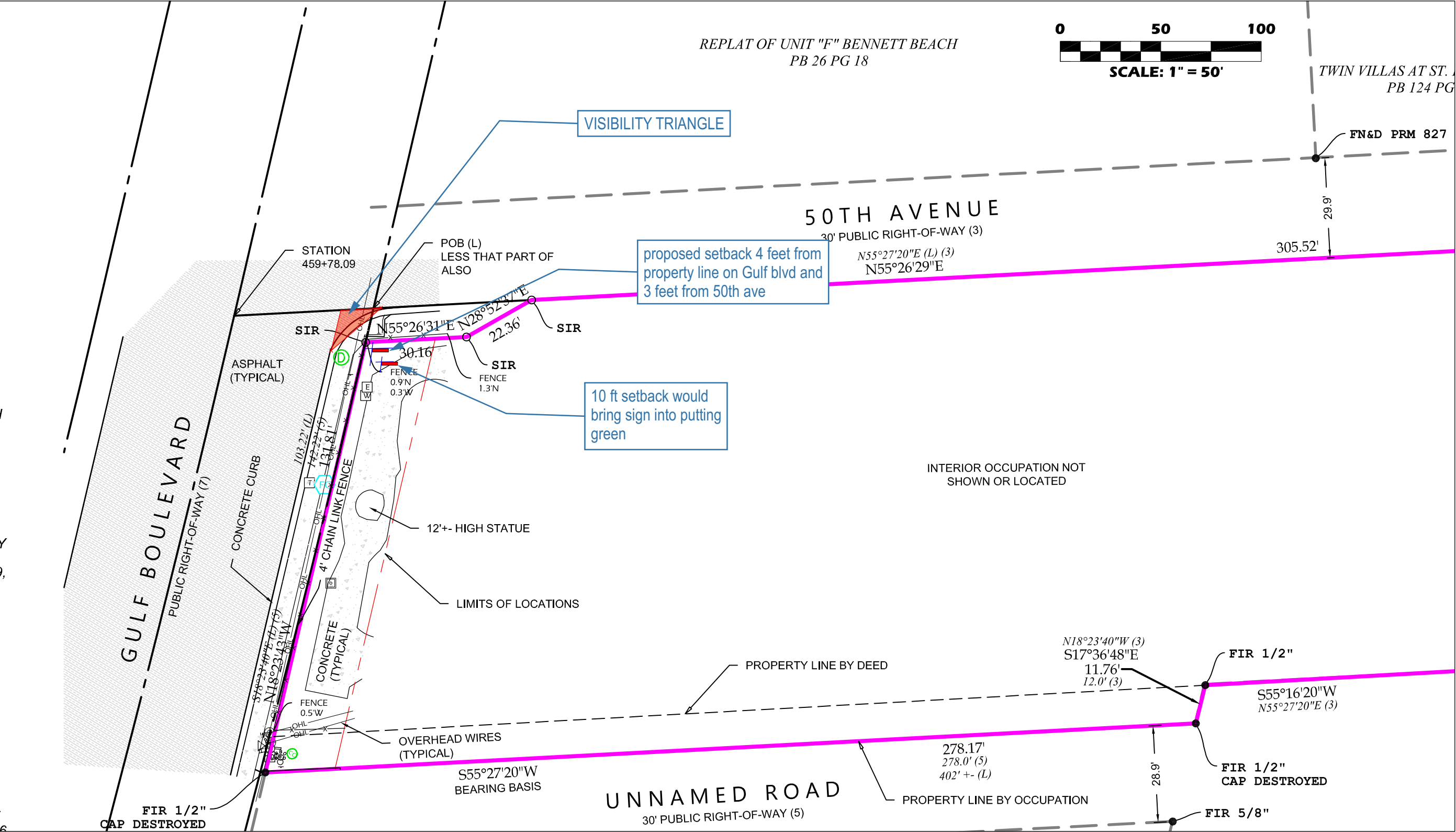
CERTIFIED TO:

- OSTROVSKIS, RENATE LIV TRUST
- OSTROVSKIS, RENATE TRE

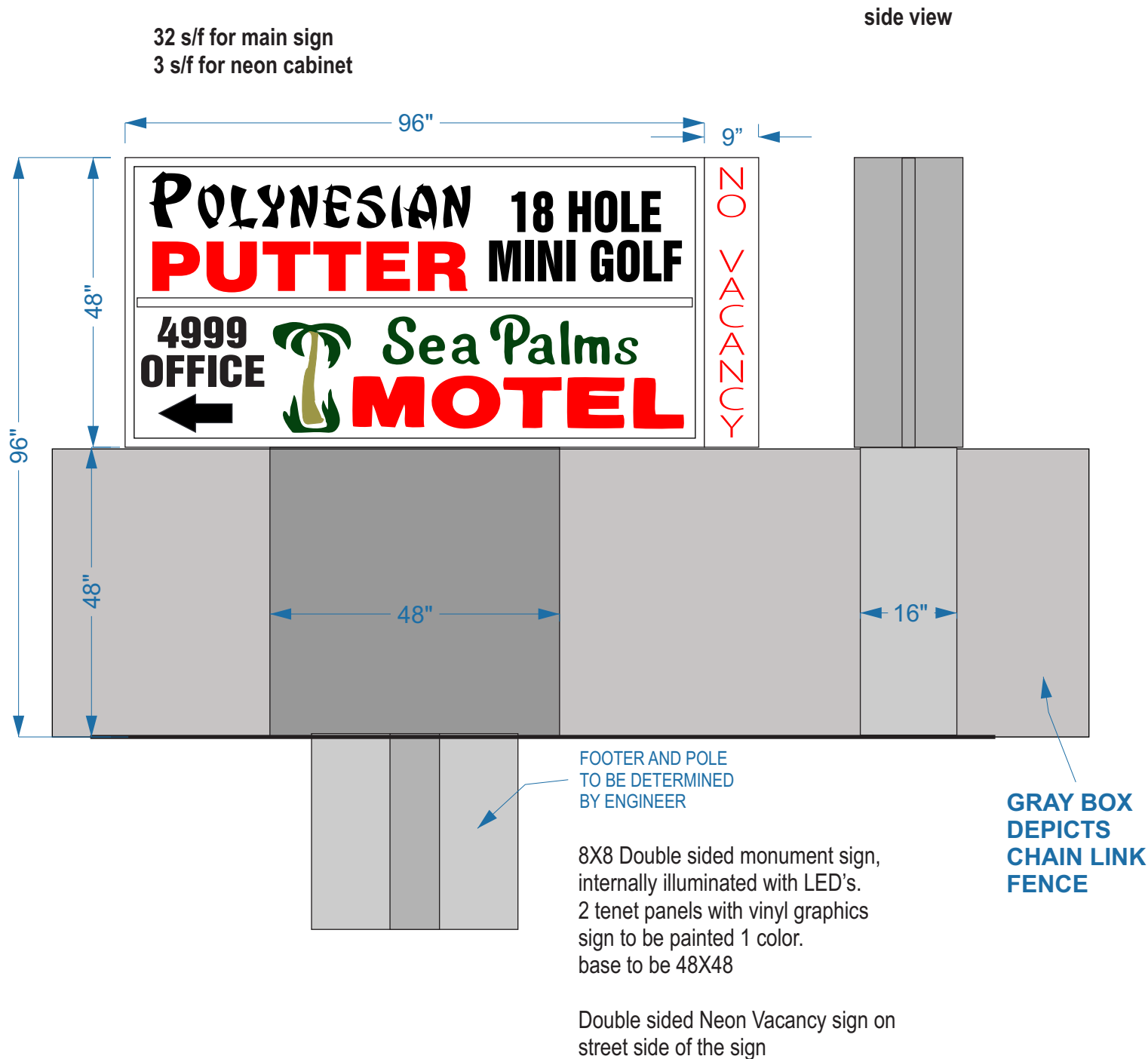
GEORGE R. MARTIN
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6019
STATE OF FLORIDA
gmartin@bullseyesurveying.com

FIELD BOOK / PAGE	SCALE	SHEET NUMBER
031/02	1" = 30'	1 of 1
DRAFTED BY	SURVEY FIELD DATE	
GRM	02/24/2023	
PROJECT NUMBER	FILE NAME	
23-008	23-008.dwg	

06-32-16-00000-320-1000
4999 Gulf Blvd
St Pete Beach, FL 33706







JOB / CLIENT:

Sea Palms
Poly Golf

I have carefully reviewed and hereby accept the drawing(s) as shown. I realize that any changes to these designs made before or after production may alter the contract price. All changes must be in writing and approved by both parties prior to production

APPROVAL SIGNATURE:

REVISIONS:

01 8/2/23
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DATE:

10/13/22

PAGE:

1

**TECHNICAL REVIEW COMMITTEE MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Action Request:

Strategic Objective:

Date: February 16, 2024

Prepared By: Brandon Berry, Planner II

Through: Jennifer McMahon, Chief Operating Officer

Summary of Issue: Applicant requests a variance to construct a new office building in the Downtown Redevelopment District with only one of the two required energy and environmental design standards (LDC Sec. 39.9). Specifically, the applicant will be constructing to minimum Florida Green Building Coalition rating standards and seeks to achieve the Florida Water Star certification through Southwest Florida Water Management District rather than achieve LEED-NC, which the applicant states is the only other standard listed in LDC Sec. 39.9 available to their building type.

Funding:

Attachments:

1. Case No. 23093 - Application
2. Case No. 23093 - LEED/Water Star Comparison
3. Case No. 23093 - Supplemental Letter
4. 23093 Site Plan & Survey
5. Florida Water Star Requirements
6. FGBC V4 Checklist
7. LEED v4.1 BD+C Project Checklist

CASE #: 230913PARCEL #: 36-31-15-77994-069-0010SUBMITTAL DATE: 12/19/2023AMOUNT DUE: 527.39PAYMENT DATE: 12/19/23**UNNECESSARY AND UNDUE HARDSHIP VARIANCE APPLICATION**

The following Items are to be submitted, along with this application, **at least 30 days prior to the public hearing:**

- Two (2) copies of the property survey, completed in the last ten years, which contains the legal description, land area, and existing improvements on the site that has been signed and sealed by a surveyor licensed in the State of Florida;
- Seven (7) copies of a site plan showing the request, drawn to scale, of size between 11x17" and 36x48";
- Emailed copy of the survey and site plan to planning@stpetebeach.org.
- The Application Fee, payable to the City of St. Pete Beach (non-refundable)

OWNER/AGENT INFORMATION:

Identification	Name	Address	Phone #
Owner	Boyle N Point LLC	3672 Belle Vista Drive E St Pete Beach FL 33706	727.647.0673
Applicant/ Agent	PJ Callaghan Construction (Grant McLaughlin)	3251 Morris St N St Pete, FL 33713	727.573.2505
Owner Email Address: boylennpoint@gmail.com		Applicant/Agent Email Address: grant@pjcallaghan.com	

PROPERTY FOR PROPOSED VARIANCE:

Zoning Designation Vacant Commercial (10)	Future Land Use Designation Commercial	Lot Area 10,750 sq ft
Legal Description: ST PETERSBURG BEACH REPLAT BLK 69, LOTS 1 & 2		
Address: 7501 Gulf Blvd, St Pete Beach FL		
Explanation of Request: The request stems from the unique circumstances of the proposed commercial building, which faces challenges in meeting the prescribed green building standards outlined in LDC 39.9. The limitations include the property's location within a floodplain and the constraints on off-street parking, rendering adherence to certain standards impractical. In response, the applicant seeks to substitute the second green building standard with the Florida Water Stars program, administered by the Southwest Florida Water Management District. This alternative program, emphasizing water efficiency and quality, is chosen to align with the project's sustainability objectives. The request underscores a commitment to responsible development and seeks a tailored solution		

[that maintains harmony with the Comprehensive Plan and the Land Development Code, without causing harm to the neighborhood or diminishing property values](#)

Findings Necessary for Granting Request: In order for an application for a unnecessary and undue hardship variance to be approved or approved with conditions, the Board of Adjustment must make a positive finding with regard to each of the provisions below, which are also located in Division 3 of the Land Development Code. The applicant has the burden of proof demonstrating that the application for the variance complies with each of these requirements. Please explain in detail how your case meets these requirements (attach additional sheets if necessary):

1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district;

Having rigorously assessed the eight potential standards provided in the code, we have determined that six of these standards are not applicable to this project. While the first standard has been successfully met through FGBC certification, achieving the second standard through LEED BD +C certification poses challenges. The property's location within a floodplain categorizes it as a sensitive land category, resulting in a detriment to critical scoring items. Furthermore, the absence of off-street parking is another special condition that limits the amount of scoring points towards a LEED BD + C certification.

2. The special conditions and circumstances do not result from the actions of the applicant or a prior owner of the property;

The special circumstances described above are not a result from the applicant or any prior owner of the property.

3. Literal interpretation of the provisions of the Land Development Code deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Land Development Code and results in unnecessary and undue hardship on the applicant;

The unique circumstances surrounding our project, including its location within a floodplain and the constraints on off-street parking, create a situation where strict adherence to the original green building standards poses an unnecessary and undue hardship on the applicant. Our proposal to substitute the second green building standard with the Florida Water Stars program is a measured response to these challenges and aligns with our commitment to sustainable building practices.

4. The hardship has not been deliberately or knowingly created or suffered to establish a use or structure which is not otherwise consistent with the Comprehensive Plan or the Land Development Code, nor will it permit an increase in development density;

It is important to note that the challenges we face, particularly in achieving LEED BD +C certification for new construction, are primarily a result of external factors such as the property's location within a floodplain and the constraints on off-street parking. These challenges have not been orchestrated to deviate from the established standards but are inherent to the site's unique characteristics.

Our proposed substitution with the Florida Water Stars program aligns with our commitment to environmental responsibility, offering a viable and contextually relevant alternative that maintains our dedication to sustainable building practices. Importantly, this variance will not permit an increase in development density, and we remain steadfast in our adherence to the broader goals outlined in the Comprehensive Plan and Land Development Code.

5. An applicant's desire or ability to achieve greater financial return or maximum financial return from his property does not constitute hardship;

This variance request is not rooted in a financial hardship but is primarily motivated by the limited standard options provided in the Land Development Code that specifically apply to our unique project.

Our careful assessment of the eight potential standards outlined in LDC 39.9 has revealed that only a subset of these standards is applicable to our single-story commercial office building. The challenges we face, particularly in meeting the original green building standards, stem from the specific characteristics and constraints of our project, such as its location within a floodplain and the limitations on off-street parking. The variance request seeks to address these challenges by proposing a substitution with the Florida Water Stars program, which aligns more closely with the nature and requirements of our project.

6. Granting the variance application conveys the same treatment to the applicant as to the owner of other lands, buildings, or structures in the same zoning district;

Granting this variance application would ensure that the applicant receives the same treatment as the owners of other properties in the same zoning district. The request is not seeking preferential treatment but rather aims to address specific challenges and constraints unique to the project. The limited standard options provided in LDC 39.9 that would be applicable to our single-story commercial office building underscore the need for a variance to accommodate the distinctive features of our property.

By allowing the substitution of the second green building standard with the Florida Water Stars program, the variance would acknowledge the project's individual circumstances while still aligning with the broader goals and guidelines of the Land Development Code. This approach is consistent with the principle of fairness, as it ensures that the applicant is treated equitably in comparison to other property owners facing similar challenges within the same zoning district.

The variance is not about creating a precedent for special treatment but rather about recognizing the practical limitations of certain standards and providing a reasonable alternative that upholds the spirit of sustainability and compliance with the code. Granting the variance would, therefore, convey the same treatment to the applicant as to the owners of other properties in the zoning district by allowing for a tailored solution that respects the unique characteristics of each project while maintaining overall consistency with the regulatory framework.

7. The requested variance is the minimum variance that makes possible the reasonable use of the land, building, or structure; and

The requested variance represents the minimum variance necessary to enable the reasonable use of the land due to the unique circumstances and constraints associated with the project. The limitations imposed by the site's location within a floodplain and the restrictions on off-street parking create challenges that are addressed specifically by the proposed substitution with the Florida Water Stars program.

The alternative green building standard offered by the variance is carefully considered to strike a balance between regulatory compliance and the practical realities of the project. Choosing the Florida Water Stars program is not an arbitrary decision but rather a measured response to the limitations of the original green building standards. This specific program addresses water efficiency, a crucial aspect of sustainability, without compromising the overall goals of the Land Development Code.

8. The requested variance is in harmony with the general intent and purpose of the Comprehensive Plan and the Land Development Code, is not injurious to the neighborhood or otherwise detrimental to the public safety and welfare, is compatible with the neighborhood, and will not substantially diminish or impair property values within the neighborhood.

The proposed alternative standard is carefully selected to address the unique circumstances of the project, promoting water efficiency and quality, thereby contributing positively to the broader environmental goals outlined in the planning documents.

Moreover, the variance is designed to be compatible with the neighborhood. By tailoring the green building standard to the specific needs and constraints of the single-story commercial office building, the project remains in harmony with the surrounding properties and maintains a consistent and cohesive character within the neighborhood.

Importantly, the variance seeks to avoid any injurious impact on the neighborhood or detriment to public safety and welfare. The alternative green building standard is chosen with the understanding that it will not compromise the health, safety, or general well-being of the community. Instead, it offers a balanced approach that addresses the project's challenges without introducing negative consequences to the neighborhood.

Signature of Applicant

Date

12/19/23

Signature of Authorized Agent

Date

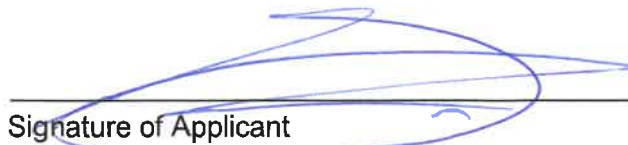
12/19/23

VARIANCE APPLICATION

Applicants must acknowledge understanding of the following. Initial each of the statements below. If you do not understand any of these, staff will explain them to you.

- ☒ I understand that the City will not accept or process an incomplete application.
- ☒ I understand that a non-conforming use or structure in a particular zoning district does not, in any way, provide justification for the granting of a variance. Furthermore, the existence of a permitted use or structure in adjacent districts does not constitute grounds for a variance.
- ☒ On all variances except for administrative (de-minimis) variances, a majority vote is required. Action on this application by the BOA/City Commission may be continued to a later meeting.
- ☒ I understand that if a variance is approved by the BOA, City Commission or City Manager, the applicant is required to obtain the appropriate building permits within 1 year from the date of the decision. If no permit is obtained within 1 year, the approval becomes voided.
- ☒ I understand that if any application filed under the provisions of this Code is denied, no subsequent application seeking substantially the same or similar approval shall be filed within six months of the final decision on the original application.
- ☒ I understand that any person aggrieved by the final decision of the Board of Adjustment or City Commission has the right to file a petition in the Pinellas County Circuit Court within 30 calendar days after the decision. Appeals of decisions made by the City Manager for administrative variances are to a hearing officer designated by the City Commission and must be made within 30 days from the date of the final administrative decision. Permits for construction may be granted prior to the expiration of this 30-day period, but an appeal will be grounds for revocation of the permit.
- ☒ I understand that I, as the applicant, or my authorized representative must be present at all scheduled public meetings on the application if applicable.

After acknowledgement of these conditions, complete the application form on the following pages.


Signature of Applicant

12/19/23
Date

DEAR APPLICANT:

PLEASE COMPLETE THE ATTACHED AFFIDAVIT WHEN FINAL DATES HAVE BEEN DETERMINED FOR YOUR APPLICATION. PRESENT THE COMPLETED NOTARIZED AFFIDAVIT TO COMMUNITY DEVELOPMENT AND YOU WILL BE GIVEN THE SIGN(S) TO POST ON THE SUBJECT PROPERTY.

It is your responsibility 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 for unnecessary and undue hardship variances or final administrative decision for administrative variances. The sign(s) must remain in place until the requested action has been heard and decided by the City Commission, Planning Board, Board of Adjustment, Historic Preservation Board, City Manager, or withdrawn. Multiple sign postings cannot 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.

You must maintain the sign(s) in good readable condition. If the said sign is destroyed, lost, or becomes unreadable, you or your 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 representative not later than 24 hours following the final decision by the City Commission, Planning Board, Board of Adjustment, Historic Preservation Board, or City Manager.

A Notary Public is available in City Hall; 155 Corey Avenue.

Owner's Authorization for Agent

Community Development Department

City of St. Pete Beach, Florida

I/WE

Boyle N Point Enterprises
(print name of property owner)

hereby authorize

Grant McLaughlin
(print name of agent)

to represent me/us in an application for

Variance
(type of application: variance, conditional use, zoning, etc.)

Signature of Owner

[Signature]

Signature of Owner

Print Name of Owner

John Stephen Boyle

Print Name of Owner

The forgoing instrument was acknowledged before me this 19TH day of
December 2021 ³ by John Stephen Boyle or who is
personally known _____ produced
FL-DL as identification.

(Notary Signature)

Ariana Wilson

(Date)

12/19/23

My Commission Expires

2/7/25





PUBLIC HEARING SIGN POSTING AFFIDAVIT

Applicant, Grant McLaughlin, 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 for unnecessary or undue hardship variances and practical difficulty variances, or seven (7) days in advance of the final administrative decision for administrative (de-minimis) variances, 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): Grant McLaughlin

Address: 3251 Morris St N St Petersburg 33713

[Signature] 12/19/23
Signature Date

STATE OF FLORIDA)
) SS:
PINELLAS COUNTY)

The foregoing instrument was acknowledged before me this 19TH day of December, 2021 by: Grant McLaughlin who appeared before me, and is personally known to me, or has produced FL-DL as identification, and did take an oath.

My commission Expires: 2/7/25

NOTARY: [Signature]

Print Name: Ariana Wilson Notary

Public, State of Florida

(Notarial Seal)



Summary Comparison: LEED vs Water Star Certification

LEED (Leadership in Energy and Environmental Design) and Water Star Certification issued by the Southwest Florida Water Management District (SWFWMD) share several commonalities in their approaches to promoting sustainable and water-efficient practices. Here are specific similarities between the two programs:

Water-Efficient Fixtures:

Both LEED and Water Star Certification encourage the use of water-efficient fixtures and fittings. This includes low-flow toilets, faucets, and showerheads, which help reduce water consumption in indoor spaces.

- LEED- 'Water Efficiency' Section: Sub Section- 'Indoor Water Use Reduction'
- FL Water Star- 'Indoor Requirements' Section: Sub Section- 'Fixtures'

Landscaping Strategies:

Both programs address water use in landscaping. They promote practices such as the use of native and drought-tolerant plants, as well as efficient irrigation systems to minimize water demand for outdoor areas.

- LEED- 'Water Efficiency' Section: Sub Section- 'Outdoor Water Use Reduction'
- FL Water Star- 'Irrigation Requirements' Section: Sub Section- 'General Design,' Uniformity,' & 'Operation/Scheduling,

Rainwater Harvesting:

Both LEED and Water Star Certification recognize the value of rainwater harvesting as a sustainable water management strategy. They both encourage the implementation of rainwater harvesting systems to capture and reuse rainwater for non-potable purposes.

- LEED- 'Sustainable Sites' Section: Sub Section 'Rainwater Management'
- FL Water Star- 'Irrigation Requirements' Section: Sub Section 'Operation & Scheduling (IR 12)'

Metering and Monitoring:

Both programs advocate for the installation of water meters to monitor and manage water consumption. Metering helps track water use patterns, identify inefficiencies, and promote responsible water management practices.

- LEED- 'Water Efficiency' Section: Sub Section- 'Water Metering'
- FL Water Star- 'Indoor Requirements' & 'Irrigation Requirements' Sections: Sub Sections 'Fixtures (In 5)' & 'Operation & Scheduling'
- FL Water Star website also notes: Water Use Monitoring- FL Water Star staff will work with applicants and water use utilities to monitor a project's water use and track performance relative to projected use.
Website: <https://floridawaterstar.com/program-criteria/commercial/>

Education and Outreach:

Both LEED and Water Star emphasize the importance of education and outreach. They include requirements or initiatives to educate building occupants, residents, or businesses about water conservation practices.

Local Adaptation:

Summary Comparison: LEED vs Water Star Certification

While LEED has a global scope, it allows for regional adaptations. In this regard, both programs incorporate region-specific considerations to address local water challenges and promote solutions suitable for the specific environment.

- Both LEED and FL Water Star focus on using native plant & drought resistant landscape designs.

Innovation and Technologies:

Both LEED and Water Star Certification encourage the adoption of innovative water-saving technologies. This includes the use of smart irrigation systems, water-efficient appliances, and other technologies that contribute to overall water conservation.

Credits and Recognition:

Both programs use a credit-based system where projects can earn credits for implementing specific water efficiency measures. The accumulation of credits contributes to achieving certification or recognition under the respective programs.

- LEED & FL Water Star Checklists provided as supporting documentation
- Noted of FL Star Website: <https://floridawaterstar.com/program-criteria/commercial/>
 - **Other green building certification programs:** To simplify the certification process and minimize development costs, Florida Water Star Commercial/Institutional is designed to integrate with other statewide and national green building certification programs. In some cases, Florida Water Star requirements might be more stringent than other certifications, which is often due to the program's focus on water use.



Civil On Demand LLC
15436 N Florida Ave. Suite 101
Tampa, FL 33613
(813)280-9941

City of St Pete Beach Planning Department
155 Corey Avenue
St Pete Beach, FL 33706

Re: Variance Case #23093 - Property at 7501 Gulf Blvd

Dear Members of the City of St Pete Beach Planning Department,

I hope this letter finds you well. I am writing on behalf of the applicant in Variance Case #23093 concerning the property located at 7501 Gulf Blvd. We appreciate the opportunity to address the concerns and considerations related to the requested variance to Section 39.9 of the St. Pete Beach Land Development Code for unnecessary and undue hardship.

Reason For Variance:

Section 39.9 of the St. Pete Beach Land Development Code requires that new construction and major renovation projects within the Community Redevelopment District obtain at least two additional building certifications relating to energy and environmentally sensitive design. Listed within Section 39.9 are eight separate standards/certifications options that can be obtained to satisfy the code requirement. **For this specific project, six of the eight standards that are listed under LDC Section 39.9 are NOT applicable.** The only standards available for certification are the Florida Green Building Coalition (FGBC) and the Leadership in Energy and Environmental Design – New Construction (LEED-NC).

LEED Certified professionals and professional environmental/civil engineers were retained by the Applicant to review the standards with respect to the project. Their assessment concluded that only the FGBC certification is certain to be achieved and the LEED-NC certification provided challenges that will be difficult or unable to overcome. Through the review, it was identified that the physical location and topographical characteristics of the property prohibit portions of the LEED-NC credits from being achievable. Specifically, the credits provided under Location and Transportation (Sensitive Land Protection), Sustainable Sites (Site Assessment), and Regional Priority (Sensitive Land Protection) are essentially unavailable based on the standards set forth by LEED. For example, the LEED program strongly discourages development in the 100-yr floodplain. Attached is a FEMA floodplain map showing the project site and St. Pete Beach being located within the floodplain. Given the uncertainty of obtaining a LEED-NC certification and the lack of applicable options offered under LDC Sec. 39.9, the Applicant is requesting a variance for the waiver of the LEED-NC certification and is proposing certain alternative measures for substitution/justification.

Justification for Approval:

The LDC requires that two certifications be met with respect to energy and environmentally sensitive design. The Applicant has agreed and is in the process of applying for a certification for the project through FGBC. As an alternative to the LEED-NC certification, the Applicant is proposing to apply for the Florida Water Star certification. This certification is issued through the Florida Department of Environmental Protection. Florida Water Star can be integrated into both the LEED-NC and FGBC certification programs without conflict. The Florida Water Star certification more effectively and acutely addresses water conservation measures and aligns with the broader sustainability objectives of the project. The application of the standards set forth by the Florida Water Star certification would provide enhanced efficiency practices on water use reduction through focused efforts on plumbing fixtures, landscape design, and irrigation methods. The reduction in water use required by Florida Water Star will have a direct and tangible benefit to the residents of St. Pete Beach. Our position is grounded in the belief that the Florida Water Star certification aligns closely with the intent of the



Civil On Demand LLC
15436 N Florida Ave. Suite 101
Tampa, FL 33613
(813)280-9941

LDC Sec. 39.9. Given these benefits and the intent of the Florida Water Star certification, we are compelled to present the case that the Florida Water Star certification is not only a suitable substitution but also a superior one for achieving the overall project efficiency and sustainability goals.

While both LEED-NC and FGBC certifications provide inherent individual value, the two certifications share similar overall intents and, in most criteria, are indistinguishable between one another. Attached are the LEED v4.1 and FGBC v4 checklists. The redundant requirements of these two certifications add to the value of the Florida Water Star certification as a viable alternative which has distinct benefits beyond what either the LEED-NC and FGBC offer.

As part of the redevelopment of the site, the Applicant will be constructing a stormwater management system. The existing site conditions, which consist of mainly asphalt and other impervious surface area, currently allows stormwater runoff to sheet flow directly into the right-of-way and out to the Gulf of Mexico. No water quality treatment or attenuation occurs onsite. The proposed stormwater management system will collect all runoff from the site and provide water quality treatment prior to discharge. The implementation of the new stormwater management system will directly contribute to the net improvement of our surrounding water bodies.

Conclusion:

The Florida Water Star certification offers a comprehensive approach to water management, promoting sustainability and efficiency, which directly contributes to the project's commitment to environmental responsibility. Based on the reasons previously listed, the Applicant proposes that the Florida Water Star certification awarded by the Florida Department of Environmental Protection be accepted as an adequate substitution for LEED New Construction. The uncertainty of the outcome associated LEED certification coupled with the time and expense of applying for the certification is overly burdensome and risky when there are viable alternatives and similar certifications available that accomplish the same goal.

The Applicant respectfully trusts that the explanation provided, and the alternatives offered in this submittal is sufficient justification for variance approval from the requirements listed under Land Development Code Section 39.9. It is the belief of the Applicant and their consultants that proposed justification not only meets the intent of the code but also enhances the overall sustainability and efficiency of the project. Thank you for your time and consideration. We look forward to the opportunity for further discussion and clarification on this matter. If further discussion is needed, please feel free to contact me at by cell phone at (813)434-5744 or by email at Dbergin@ondemandfl.com. Our LEED Consultant, Jimmy Mitchell, LEED BD+C Skanska USA, is also available at (404)319-5633 if needed.

Sincerely,



Daniel Bergin, P.E.
Civil On Demand, LLC

Cc: Jimmy Mitchell, LEED BD+C; Tom Burket, PJ Callaghan

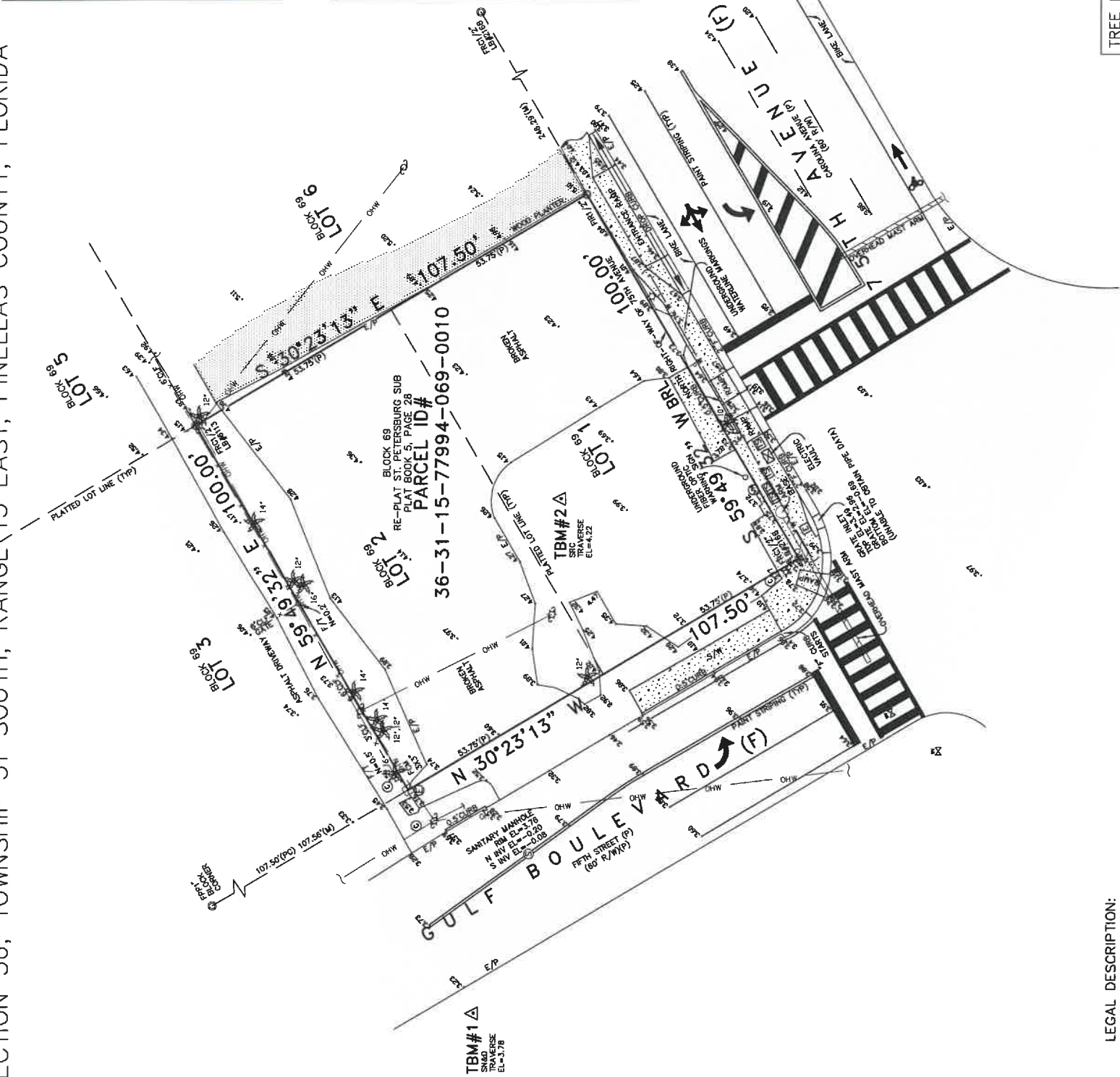
SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA



VICINITY MAP (NOT TO SCALE)
VIA GOOGLE MAPS



G.I.S. AERIAL PHOTO (NOT TO SCALE)



LEGAL DESCRIPTION:
LOT 1 AND 2, BLOCK 69, RE-PLAT ST. PETERSBURG BEACH SUB,
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE
28 , OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.



EXCERPT OF PLAT (NOT TO SCALE)



EXCERPT OF TAX MAP (NOT TO SCALE)

BOUNDARY & TOPOGRAPHIC SURVEY

SURVEYORS REPORT

1.) THIS IS A BOUNDARY & TOPOGRAPHIC SURVEY. ITS PRIMARY PURPOSE IS TO DOCUMENT THE PERIMETER OF THE DESCRIBED LANDS BY ESTABLISHING OR REESTABLISHING BOUNDARY CORNERS AND LOCATING IMPROVEMENTS & TO DOCUMENT SELECTED NATURAL AND ARTIFICIAL FEATURES OF THE SITE SURFACE TO DETERMINE HORIZONTAL AND VERTICAL SPATIAL RELATIONS.

2.) THIS SKETCH COMPLETES WITH THE FLORIDA STANDARDS OF PRACTICE PURSUANT TO 54-17 FLORIDA ADMINISTRATIVE CODE FOR THIS TYPE OF SURVEY AND IS NOT INTENDED TO MEET ANY ADDITIONAL OR NATIONAL STANDARDS.

3.) THE PROFESSIONAL SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

4.) THIS SURVEY DOES NOT DETERMINE OR IMPLY OWNERSHIP.

5.) NO BEARINGS ON THE PLAT, THEREFORE THE BEARING BASIS IS ASSUMED. THE BEARING REFERENCE LINE IS THE NORTH RIGHT-OF-WAY OF 75TH AVENUE BEING S 59°49'32" W. NORTH ARROW IS BASED ON THE BEARING STRUCTURE.

6.) ANY MAPPING SHOWN HEREIN IS BASED ON ABOVE GROUND OBSERVABLE EVIDENCE. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.

7.) IT IS THE OPINION OF THIS SURVEYOR THAT THE SUBJECT PROPERTY APPEARS TO BE IN FLOOD ZONE "AE (EL 10)" IN ACCORDANCE WITH F.I.R.M. MAP #12103C0257H, PINELLAS COUNTY, FLORIDA, EFFECTIVE DATE 8/24/2021.

8.) CERTIFICATION IS NOT TRANSFERABLE.

9.) COPYRIGHT © LAND PRECISION CORPORATION. ALL RIGHTS RESERVED. NO PART OF THIS DRAWING MAY BE REPRODUCED BY PHOTOCOPYING, RECORDING OR BY ANY OTHER MEANS, OR STORED, PROCESSED OR TRANSMITTED IN OR BY ANY COMPUTER OR OTHER SYSTEMS WITHOUT THE PRIOR WRITTEN PERMISSION OF THE SURVEYOR. COPIES OF THIS SKETCH/MAP WITHOUT AN ORIGINAL SIGNATURE WITH IMPRESSION SEAL OR AN ELECTRONIC SIGNATURE AND SEAL BY SECURE AUTHENTICATION CODE ARE NOT VALID.

10.) DIMENSIONS BASED ON "TIE" DENOTES MEASUREMENT FROM BENCHMARK #BLIND N, ELEVATION 3.76. DATUM BASED ON NORTH AMERICAN VERTICAL DATUM 1988.

12.) CONTAINING 10,750± SQUARE FEET OR 0.25± ACRES MORE OR LESS.

CERTIFY TO:

PJ CALLAGHAN CONSTRUCTION

DRAWN BY: WT & JREIII

CHECKED BY: DAR

UPDATES/HISTORY:

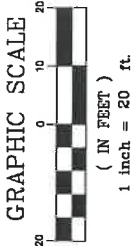
SHEET 1 OF 1

Digitally signed by Dwayne A. Ruth
DN: cn=Dwayne A. Ruth,
sn=Qualite-Art+1000000017748248300 AF570,
2.5.1.1=Qualite-Art+1000000017748248300 AF570,
Reason: I attest to the accuracy and integrity of this document. This document is digitally signed and sealed.
Date: 2022.08.27 06:25:19-06'00'

DWAYNE A. RUTH
6635
LICENSE NUMBER
STATE OF FLORIDA
Professional Surveyor

TREE LEGEND

	PALM TREE
--	-----------



LEGEND

BRL BEARING REFERENCE LINE	PR FOUND REBAR NO CAP SIZE AS NOTED
POI POINT ON LINE	POI FOUND OPEN PIPE SIZE AS NOTED
(N) RADIAL	PR FOUND OPEN PIPE SIZE AS NOTED
(PC) PLAT COMPUTED MEASUREMENT	F "X" CUT FOUND "X" CUT IN CONCRETE
(D) DEED	(L) LEGAL
(M) MEASURED	(F) FIELD
(C) PLAT	(C) CAP MAP
POB POINT OF BEGINNING	POB POINT OF BEGINNING
PCP PERMANENT CONTROL POINT	PCP PERMANENT CONTROL POINT
PI POINT OF INTERSECTION	PI POINT OF INTERSECTION
PRM PERMANENT REFERENCE MONUMENT	PRM PERMANENT REFERENCE MONUMENT
TBM TEMPORARY BENCHMARK	TBM TEMPORARY BENCHMARK
OCV DOUBLE CHECK VALVE ASSEMBLY	OCV DOUBLE CHECK VALVE ASSEMBLY
NES METERED END SECTION	NES METERED END SECTION
RPZ REDUCED PRESSURE ZONE ASSEMBLY	RPZ REDUCED PRESSURE ZONE ASSEMBLY
CLF CHAIN LINK FENCE	CLF CHAIN LINK FENCE
PWF POLYWAX CHLORIDE FENCE	PWF POLYWAX CHLORIDE FENCE
EL ELEVATION	EL ELEVATION
S/P SIDEWALK	S/P SIDEWALK
E/P EDGE OF PAVEMENT	E/P EDGE OF PAVEMENT
OW OVERHEAD WIRE	OW OVERHEAD WIRE
RCP REINFORCED CONCRETE PIPE	RCP REINFORCED CONCRETE PIPE
TS TRAFFIC SIGNAL CONTROL BOX	TS TRAFFIC SIGNAL CONTROL BOX
C/T CURB TIE	C/T CURB TIE

7501 GULF BOULEVARD
ST. PETE BEACH, FL

LAND PRECISION CORPORATION
2683 SUNSET POINT BOAO
CLEARWATER, FL 33759
727-796-2737
FAX 727-796-3526

SURVEYING
MAPPING - PLANNING

LB#6168

JOB NUMBER: 22084

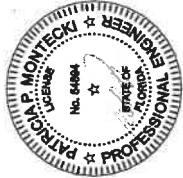
DATE SURVEYED: 8/15/2022

1. THE DRAWING IS CURRENTLY UNDER REVIEW BY THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND OTHER REGULATORY AGENCIES. THE CONTRACTOR SHALL NOT BE REQUIRED TO DEVIATE CONSIDERABLY FROM THIS DRAWING. THE CONTRACTOR MUST ASSURE CONSTRUCTION IS IN ACCORDANCE WITH APPROVED DRAWINGS.
2. THESE DRAWINGS SHALL NOT BE UTILIZED FOR CONSTRUCTION PRIOR TO OBTAINING REQUIRED PERMITS FROM ALL GOVERNMENTAL AGENCIES HAVING JURISDICTION OVER THE WORK. THE CONTRACTOR SHALL OBTAIN ALL PERMITS FOR WORK WITHIN PUBLIC EASEMENTS AND RIGHTS-OF-WAY AND ENSURE THAT ALL OTHER REQUIRED PERMITS ARE APPROVED PRIOR TO COMMENCING THE WORK.
3. CONTRACTOR SHALL NOT COMMENCE CONSTRUCTION OF POTABLE WATER AND SANITARY SEWER SYSTEMS PRIOR TO REQUESTING TO ASSURING THE FLORIDA DEPT. OF ENVIRONMENTAL PROTECTION (FDEP) PERMITS HAVE BEEN ACQUIRED. CONTRACTOR SHALL REVIEW SPECIFIC CONDITIONS DEPENDED ON FDEP PERMITS, WHICH MAY NOT BE SHOWN HEREON.
4. UNLESS OTHERWISE NOTED, ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", LATEST EDITION.
5. CONTRACTOR IS TO COORDINATE ALL WORK WITH UTILITY COMPANIES IN ORDER TO PREVENT DAMAGE TO UTILITY LINES AND THE MAKING OF ADJUSTMENTS TO SAME, IF REQUIRED. CONTRACTOR SHALL OBTAIN 14 DAYS WRITTEN NOTICE TO THE VARIOUS UTILITY OWNERS PRIOR TO CONSTRUCTION.
6. SURVEY INFORMATION AND LEGAL DESCRIPTIONS SHOWN HEREON WERE OBTAINED BY OTHERS. LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES SHOWN ON THESE PLANS ARE NOT GUARANTEED AVAILABLE AT THE TIME OF THE PREPARATION OF THESE PLANS BUT DO NOT PURPORT TO BE ABSOLUTELY CORRECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR BEING FAMILIAR WITH ALL SITE CONDITIONS (INCLUDING SUB-SURFACE CONDITIONS) AND FOR DETERMINING THE DEPTHS AND LOCATIONS OF ALL TO ANY EXISTING FACILITIES (ABOVE OR BELOW GROUND) SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR, WHETHER OR NOT SHOWN HEREON. THE CONTRACTOR SHALL NOTIFY THE UNDERGROUND UTILITY NOTIFICATION CENTER (CALL SUNSHINE STATE ONE CALL AT 1-800-432-4770) 48 HOURS PRIOR TO COMMENCING THE WORK.
7. DEMOLITION WORK SHALL NOT BE LIMITED TO THESE REQUIREMENTS. CONTRACTOR SHALL AS SHOWN, CONTRACTOR TO REMOVE ALL ITEMS AS NECESSARY TO ALLOW FOR NEW CONSTRUCTION.
8. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL VERIFY THE FEASIBILITY OF CONSTRUCTING GRAVITY SEWER SYSTEMS (E VERY EXISTING SEWER SHALL BE RELOCATED TO GRAVITY SYSTEMS INVERTS OF BUILDING PLUMBING, GREASE TRAP CONFIGURATION, MINIMUM SLOPES, ETC.).
9. REFERENCED INDEX NUMBERS PRIOR TO DETAILS DEPicted IN THE FOOT ROADWAY AND TRAFFIC DESIGN STANDARDS.
10. CONSTRUCTION SHOWN ON THESE PLANS IS PERMITTED ONLY FOR WORK AND SHALL BE LIMITED TO THE FOLLOWING: ALL WORK WITHIN THE RIGHT-OF-WAY AND EASEMENTS WILL REQUIRE A SEPARATE PERMIT AND MAY REQUIRE AN ALTERATION TO THE CONSTRUCTION MATERIALS SHOWN ON THESE PLANS.
11. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE MAINTENANCE OF ALL EXISTING PEDESTRIAN CONTROL SEE FOOT INDEXES 800 THROUGH 860.
12. SAFE PEDESTRIAN TRAFFIC IS TO BE MAINTAINED AT ALL TIMES.
13. ALL WORK WITHIN THE RIGHT-OF-WAY SHALL CONFORM TO ALL APPLICABLE PROVISIONS OF FOOT STANDARD SPECIFICATIONS, LATEST EDITION, AS SUPPLEMENTED.
14. ALL DISTURBED AREAS WITHIN R.O.W SHALL BE COMPACTED TO 100% OF MAXIMUM DENSITY AND SOOED.
15. CONTRACTOR SHALL LOCATE PROPERTY LINES AS REQUIRED TO AVOID ENCROACHMENT ONTO ADJACENT PROPERTY. CONTRACTOR SHALL INVESTIGATE FOR EXISTING UTILITIES PRIOR TO TO CONSTRUCTION & SHALL MARK 1/4" A/C CONDUIT.
16. CONTRACTOR SHALL PROVIDE EROSION CONTROL/SEDIMENTATION BARRIER (HAY BALES OR SILTATION CURTAIN) TO PREVENT SILTATION OF ADJACENT PROPERTY STREETS, STORM SEWERS AND WATERWAYS. BARRIER SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION AND EFFECTIVELY DURING CONSTRUCTION, AND REMOVED AFTER FINAL SOIL STABILIZATION. IN ADDITION, CONTRACTOR SHALL PROVIDE EROSION CONTROL TO PREVENT EROSION MATERIAL ON GROUND IN AREAS WHERE CONSTRUCTION RELATED TRAFFIC IS TO ENTER AND EXIT THE SITE. IF, IN THE OPINION OF THE ENGINEER AND OWNER, THE EXISTING SOILS ARE NOT IN QUANTITIES OF EARTH ARE TRANSPORTED OFF-SITE EITHER BY CONSTRUCTION OR NATURAL MEANS, THE CONTRACTOR SHALL BE REQUIRED TO REMOVE AND CLEAN SAID EARTH TO THE SATISFACTION OF THE ENGINEER AND/OR AUTHORITIES.
17. ALL TREES TO REMAIN MUST BE PROTECTED BY TREE PROTECTION BARRICADES MEETING THE MINIMUM STANDARDS SHOWN. PROTECTIVE BARRICADES SHALL BE MAINTAINED THROUGHOUT LAND ALTERATION AND CONSTRUCTION ACTIVITIES ARE COMPLETED.
18. ALL FILL SHALL CONSIST OF SATISFACTORY SOIL MATERIALS, DEFINED AS THOSE COMPLYING WITH ASTM D2427 SOIL CLASSIFICATION GRAVITY SAND, GRAVEL, SILT, SAND AND SILT. UNSATISFACTORY SOIL MATERIALS ARE DEFINED AS THOSE COMPLYING WITH ASTM D2427SOIL CLASSIFICATION GROUPS OF CL, ML, CH, CL, OR MH. IN ADDITION TO THE OTHERS NOTED, ALL FILL SHALL BE COMPACTED TO A MINIMUM OF 95% AASHTO T-99, METHOD D.
19. EXISTING TREES AND LANDSCAPING NOT SHOWN ON THIS PLAN, SEE PROPOSED LANDSCAPING PLAN FOR TREE RELOCATION OR REMOVAL AND NEW PLANTINGS. CONTRACTOR SHALL NOTIFY THE ENGINEER AND/OR OWNER PRIOR TO ANY CONSTRUCTION THAT MAY DAMAGE TREES WHICH ARE NOT MARKED TO BE REMOVED.
20. ANY SIDEWALK WHICH BECOMES UNDERMINED MUST BE REMOVED AND REPLACED. SIDEWALKS ARE TO BE RECONSTRUCTED WITHIN 15 DAYS (3) DAY AFTER THE REMOVAL OF THE SIDEWALK. IF IT IS TO BE REMOVED, IT SHALL BE REMOVED TO THE NEAREST JUNCTION.
21. ALL PEDESTRIAN SIDEWALKS AND RAMPS, AS WELL AS HANDICAPPED SIGNS, SYMBOLS, PARKING SPACES, ETC SHALL BE CONSTRUCTED TO MEET THE MINIMUM STANDARDS, LOCAL, STATE AND FEDERAL ADA REQUIREMENTS WHETHER OR NOT SHOWN HEREON. CONTRACTOR SHALL VERIFY REQUIREMENTS WITH LOCAL INSPECTORS PRIOR TO POLING SIDEWALKS AND RAMPS.
22. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH STATE AND LOCAL ORDINANCES AND BUILDING REGULATIONS. ALL PLUMBING SHALL BE PERFORMED IN ACCORDANCE WITH THE AFWA, SSSO STANDARD PLUMBING CODE AND LOCAL REGULATORY REQUIREMENTS.
23. ALL PROPOSED WORK MUST COMPLY WITH FDOT INDEX NO. 700. PORTIONS OF WORK AND/OR MATERIALS FOR THE UTILITY CONNECTIONS MAY BE PROVIDED BY THE GOVERNING MUNICIPALITY. CONTRACTOR TO VERIFY AND COORDINATE.
24. WATER AND SANITARY SEWER SYSTEMS SHALL NOT BE PLACED INTO SERVICE UNTIL INSPECTED AND APPROVED BY FDEP AND OTHER AGENCIES. CONTRACTOR SHALL MAINTAIN RECORDS, CERTIFICATIONS, RECORD DRAWINGS, ETC. ARE REQUIRED PRIOR TO FINAL ACCEPTANCE AND PLACEMENT INTO OPERATION.
25. ALL RIGHT-OF-WAY INSTALLATIONS SHALL BE IN ACCORDANCE WITH PRACTICES RECOMMENDED IN THE STATE OF FLORIDA UTILITIES ACCOMMODATIONS MANUAL.
26. COMPACTION FOR ALL PIPE BACKFILL SHALL MEET AASHTO T-99 (100%)
27. PIPE LENGTHS SHOWN ARE APPROXIMATE AND MAY BE ADJUSTED AS REQUIRED.
28. PROVIDE PAVEMENT MARKINGS PER FDOT INDEX NO. 711-001, 1734S.
29. SIGNS AND BARRICADES TO BE ACCORDING TO FDOT MANUAL OF SAFE PRACTICES, REFERENCE FOOT INDEXES 600 THROUGH 650.
30. AREA ADJACENT TO PROPOSED STRUCTURE SHALL BE GRADED AS REQUIRED TO ENSURE ALL ROOF RUNOFF IS DIRECTED TO THE STORMWATER POND.
31. THE CONTRACTOR SHALL REPLACE ALL PAVING, STABILIZED EARTH, CURBS, ETC. DAMAGED BY THE CONSTRUCTION OF MATERIALS THE SAME OR BETTER THAN THAT REMOVED DURING CONSTRUCTION.
32. ALL DISTURBED AREAS SHALL BE SOOED AND RESTORED TO PREDEVELOPED CONDITION OR BETTER.

PARKING CALCULATIONS: 2532 SF X 1 SPACE/300 SF = 8 REQUIRED
SPACES PROVIDED: 7, OK



- PRELIMINARY - FOR PERMITTING ONLY**



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY PATRICIA P. MONTECKI, P.E. ON JULY 20, 2023.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND THE SIGNATURE MUST
BE VERIFIED ON ANY ELECTRONIC COPIES.



Digitally signed by Patricia Montecki
DN: c=US, o=Florida,
dnQualifier=A0110D0000017ACE9
BE1190000237, cn=Patricia
Montecki
Date: 2023.07.20 15:16:34 -0400

Date:
21 OCTOBER 2022

Drawn: CV
Checked: PR

Revisions:

Project No.
3615

Sheet No.



Florida Water StarSM New Commercial and Institutional Building Criteria

The Florida Water StarSM Commercial and Institutional program certifies new offices, retail and service establishments, and institutional and nonindustrial buildings.

floridawaterstar.com

General Information	
Project name	
Project address	
County	
Project type	
Water management district	
Project area	
Building area	
Landscaped area	
Irrigated area	
Number of stories	
Projected occupancy	
Water provider	

Required Submittals
Certificate of occupancy
Indoor/schedule of fixtures/appliances, including performance specifications
Irrigation design
Irrigation zone run times
Water budget calculations
Landscape design
Plant palette
Operation and maintenance plan

2018-07-10

Indoor Requirements

This form is used to demonstrate compliance with Florida Water StarSM Commercial/Institutional indoor requirements.

General

IN 1	All appliance water supply lines are reinforced.	
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Fixtures

IN 2	Toilets are high-efficiency, 1.28 gallons/flush, with a UNAR MaP rating above 350 grams per flush. WaterSense®-labeled toilets comply.	
IN 3	Urinals are high-efficiency, 0.5 gallons/flush.	
IN 4	Lavatory non-metering sink faucets have flow rates of 0.5 gallons/minute or less.	
IN 5	Metering lavatory sink faucets have flow rates of 0.25 gallons per metering cycle or less.	
IN 6	Shower stalls have a single showerhead with flow rate of 2.0 gallons/minute or less, or are WaterSense®-labeled.	
IN 7	Prerinse spray valves use 1.25 gallons/minute or less.	

Appliances

IN 8	Dishwashers use less than 4.25 gallons/cycle. ENERGY STAR® models qualify.	
IN 9	Commercial dishwashers are ENERGY STAR®-labeled.	
IN 10	Residential clothes washer have water factor of 6 or less. ENERGY STAR® models qualify.	
IN 11	Commercial clothes washers have water factor of 6 or less. ENERGY STAR® models qualify.	
IN 12	Ice machines are ENERGY STAR®-labeled.	
IN 13	Commercial food steamers are ENERGY STAR®-labeled.	
IN 14	Commercial woks are waterless.	
IN 15	HVAC cooling tower equipment meets Florida Water Star SM requirements as specified in the technical manual.	

Additional Requirements

Applicants must attach a schedule of fixtures and appliances that contains the quantity of each fixture/appliance, product model numbers, water use specifications, and indication of ENERGY STAR® or WaterSense® labeling.

Irrigation Requirements

This form is used to demonstrate compliance with Florida Water StarSM Commercial/Institutional irrigation requirements.

General Design

IR 1	Irrigation zones for turf grass and landscape beds are separate.	
IR 2	Sprinklers and emitters are located a minimum of 2 feet from structures.	
IR 3	Irrigation system is free from leaks.	
IR 4	Sprinklers in low-lying areas have check valves.	
IR 5	Sprinklers rise above turf grass height.	
IR 6	Application occurs in correct spray patterns, minimizing overspray on impervious surfaces.	

Uniformity

IR 7	Pipes are sized to prevent velocities greater than 5 feet per second.	
IR 8	Precipitation rates for all sprinklers within a zone are matched.	
IR 9	Head spacing does not exceed 50% of the nozzle throw diameter.	
IR 10	All zones are pressure regulated at the manufacturer's specified pressure for the sprinklers/emitters installed within the zone.	
IR 11	Variable-arc nozzles (VANs) are only used to irrigate unevenly shaped turf grass areas that cannot be effectively irrigated with fixed-spray nozzles.	

Operation and Scheduling

IR 12	A device with rain shut-off capabilities is installed in an operable location and is functioning.	
IR 13	The irrigation schedule for maintenance does not exceed 25 inches (15.5 gallons) per square foot annually, and the controller is set in compliance with water management district watering restrictions.	

Water Budget Compliance

Applicants must attach a water budget compliance report. It is recommended that the Florida Water StarSM Water Budget Calculator be used. For more information, see the Florida Water StarSM technical manual web pages.

Landscape Description and Design Requirements

This form is used to demonstrate compliance with Florida Water StarSM Commercial/Institutional landscape requirements.

Site Characteristics

Hardiness Zone	pH	Soil Moisture	Sun	Salinity

Include details about site elevation, topography, soils, existing trees, shading from buildings, etc. Go to the Florida Water StarSM technical manual web pages for examples of submittals.

Requirements

LS 1	No invasive exotic plant species are in the landscaped area.	
LS 2	For inground irrigation systems, turf grass and landscaped bed areas are distinctly separate.	
LS 3	Root balls are at least 2.5 feet on center from the foundation of structure.	
LS 4	Plants are spaced for growth to maturity.	
LS 5	Plant selections are compatible with site-specific growing conditions such as sunlight, soil type and salinity.	
LS 6	Plants are grouped by similar moisture and maintenance requirements.	

Current Score			
Category	Max Points	Points Claimed	Points AWARDED
Category 1: Project Management	17	0	0
Category 2: Energy	120	0	0
Category 3: Water	110	0	0
Category 4: Site	91	0	0
Category 5: Health	58	0	0
Category 6: Materials	39	0	0
Category 7: Disaster Mitigation	49	0	0
Category 8: Innovation	5	0	0
TOTAL	489	0	0
Total Needed	100	195	195

		Points Available	Points Claimed	Points AWARDED	Submittal Required	Designated Professional Comments	Evaluator Comments
CATEGORY 1: PROJECT MANAGEMENT		17	0	0			
Prerequisite 1	Green Project Meeting	PRE			Provide documentation of design charrette, virtual or in person, such as a copy of the meeting agenda, outline of notes, dated sign in sheet and or screen captures of the virtual attendees. Provide a copy of the FGBC Checklist that resulted from the Charrette.		
Prerequisite 2	Green COMMERCIAL Designated Professional	PRE			Copy of FGBC Green COMMERCIAL Designated Professional Certificate.		
PM1.01	Comprehensive Design Charrette/Design Team Training	2	0		Provide training content documentation, means of training, and dated sign in sheet		
PM1.02	Construction Team Training	2	0		Provide training content documentation, means of training and a dated sign-in sheet.		
PM1.03	Facility Manager & Staff Training	1	0		Provide training content documentation, means of training and a dated sign-in sheet. If training is recorded for use by future staff provide link to training video.		
PM1.04	Green Website	1	0		Provide the web address and copies of the content		
PM1.05	Green Education	1	0		Submit a floor plan of the building indicating the location of the signs, the content for each of the 5 signs, and either a graphic design of the sign or a photo of the actual sign.		
PM2.00	Building Information Modeling	5	0		Provide a minimum of 6 examples of 3D renderings and conflict reports, Meeting minutes discussing conflict resolution may be submitted in lieu of conflict reports.		
PM3.00	Cost Benefit Analysis	5	0		The project must submit a copy of the FGBC Checklist from: 1.The team kickoff meeting 2.100% Construction Document Phase 3.Final FGBC Submittal Include assumptions regarding interest rates, life of materials, and any other assumptions made for the analysis. A short narrative must accompany each credit explaining the options reviewed, environmental benefits, and reasoning for final selection for each credit.		
		Points Available	Points Claimed	Points AWARDED			
CATEGORY 2: ENERGY		120	0	0			
Prerequisite 1	Owner Project Requirements (OPR)	PRE	0		Submit a narrative explaining the OPR for the project clearly indicating the minimum project goals for each of the FGBC categories.		
Prerequisite 2	Basis of Design (BOD)	PRE	0		The design team must submit a narrative that explains how the design decisions support the Owner project requirements. The BOD must include a description from the design team as to how each of the FGBC category specific owner goals will be achieved.		
Prerequisite 3	Testing and balancing of installed equipment	PRE	0		The design team shall provide a copy of the testing and balancing report.		
Prerequisite 4	Minimum Energy Performance	PRE	0		Submit a copy of the Energy Gauge Summit "Total Building Performance Method for Commercial Buildings – Project Summary" (Form 506-2010) or its equivalent) from software approved by the Florida Building Commission that identifies the percent above code minimum the proposed building design has achieved.		

Prerequisite 5	CFC Reduction in HVAC Equipment	PRE	0		Mechanical engineer will submit a signed letter declaring that the building's new HVAC&R systems do not use CFC-based refrigerants and a mechanical schedule showing HVAC equipment.		
E1	EPA Target Finder						
E1.01	Input building information into EPA Target Finder	1	0		Submit a copy of the printout of the building from the Target Finder Program. Please note that there are instances where the Target Finder database does not have enough information to generate a report for your building type. If you enter your building data and the report results in an error, simply provide a copy of the error report page and you will be awarded 1 point.		
E2	Portfolio Manager						
E2.01	Input building into Portfolio Manager	1	0		Submit a print out showing the project listed in Portfolio Manager		
E2.02	Grant FGBC access to the project Portfolio Manager account	1	0		Submittals: User name and password (access information) for Portfolio Manager		
E3	Commissioning						
E3.01	Fundamental Building Systems Commissioning:	4	0		Submit a copy of the CxA signed contract (black out fees), OPR, BOD, Commissioning Plan and Commissioning Report. The commissioning Plan should include an overview of the commissioning process, a list of systems and features, the commissioning participants and their roles, a communication and management plan, an outline of the scope of commissioning tasks, and a schedule. Where possible, include copies of the completed start up checklists. The commissioning report should contain the analysis of whether each commissioned system or component meets the design intent, specifications, was properly installed, passed the functional performance tests, was properly documented in the O&M manuals,		
E3.02	Advanced Building Systems Commissioning	5	0		Copy of signed contract explaining scope of work (contract amount may be excluded). Provide a copy of the CxA design document review report provided to the owner and design team, provide a copy of the review notes of the specifications provided to the design team, provide a copy of the owner manual for re-commissioning and copy of building operation review contract.		
E3.03	Additional Building Systems Commissioning	1	0		Copy of signed contract explaining scope of work (contract amount may be excluded) and a letter from the CxA or the building owner stating all CxA duties were completed. Also, should include a list of equipment from the CxA that they recommended for additional commissioning.		
E4	Energy Performance Improvement	0-60	0		A copy of the Florida Energy Code calculations and input summary. Note the following inputs into the Energy Code calculations will be verified with the field installed design/equipment. Please submit stamped, approved and signed construction submittals, OR representative photos and detailed photos of the air handlers, condensing units, roof-top units, glazing stickers, water heaters, insulation and lighting. The following Energy performance inputs will be verified: lighting, wall construct and insulation, window solar heat gain coefficient and u-factors, roof construct and insulation, system types and efficiencies, water heaters and exterior lighting.		
E5	Renewable Energy Production	1-20	0		Provide a copy of the contract for the purchase of renewable energy indicating the types of renewable purchased and the total kWh of energy production capacity.		
E6	Green Power	1-3	0		Provide a copy of the green power purchase contract.		
E7	Daylight Sensors	1-2	0		Floor plan with location of daylight sensors, approved submittals and photos of installed sensors.		
E9	Interior Lighting	1	0		Provide electrical drawings, approved submittal for sensors and photos of installed sensors		
E10	Lighting Power Density	1-5	0		Signed approved lighting submittal, photos of installed lighting. Provide the Watt per square foot calc that support the 1-5 points claimed.		
E11	Exterior Lighting Efficiency	3	0		Signed approved lighting submittal, photos of installed lighting and Watt per square foot calc.		
E12	Solar Study of Building	2	0		Submit the design or orientation modification that was incorporated into the project to reduce solar heat gain as a result of the solar study. Provide copies of the solar study graphics and outputs.		

E13	Energy Monitoring Interface	5-10	0		A floor plan showing the location of the energy monitoring interface device(s), approved submittal for system and photos of the device(s) with the installed information sign.		
		Points Available	Points Claimed	Points AWARDED	0		
CATEGORY 3: Water		110	0	0	0		
Prereq 1	No Invasive Plants	PRE	0		Landscape plan, plant list and photos of installed landscaping.		
Prereq 2	Irrigation zones for turf and landscape beds are separate.	PRE	0		Landscape plan indicating vegetation and irrigation zones, location, and type of controller. Photos of installed landscape.		
Prereq 3	Rain shut off device installed CORRECTLY and operable	PRE	0		Field inspection report signed by a responsible team member indicating that the rain shut off device is correctly functioning.		
Prereq 4	Drought Tolerant Landscape, 50%	PRE	0		Plant list for the project specifically identifying Florida Friendly low water plants and calculation of percent drought tolerant vegetation.		
W1	Interior Water Use						
W1.01	Toilets	3	0		Signed approved submittal and photos of installed fixtures.		
W1.02	Urinals	3	0		Signed approved submittal and photos of installed fixtures.		
W1.03	Lavatory Faucets	3	0		Signed approved submittal and photos of installed fixtures.		
W1.04	Kitchen Faucets	4	0		Signed approved submittal and photos of installed fixtures.		
W1.05	Showerheads	4	0		Signed approved submittal and photos of installed fixtures.		
W1.06	Dishwashers	3	0		Signed approved submittal and photos of installed fixtures.		
W2	Greywater Reuse						
W2.01	Air conditioner condensate collected and used to reduce potable water use	1	0		Construction drawings indicating design and location of system		
W2.02	Greywater System - dual piping system is installed throughout building	3-28	NA		Construction drawings indicating design and location of system, approved submittal for system and photos of installed system		
W3	Reduce Potable Water Use						
W3.01	Rainwater Harvesting	2-15	0		Construction drawings indicating design and location of system, signed approved submittal of system installed and photos of installed system.		
W3.02	Cooling Tower Conservation	3	0		Construction detail and signed approved submittal.		
W4	Installed Landscape						
W4.01	Florida Friendly Drought-Tolerant Landscape	1-3	0		Letter verifying compliance with the criteria is signed by one of the following: the landscape architect, a WaterStar or WaterSense Certifier, a Florida Friendly Landscape representative, or a Master Gardener. The team may also provide a list of installed plants and the corresponding plant drought tolerance rating according to Florida Friendly Landscape database.		
W4.02	Turf/Sod Percentage	1-5	0		Site plan indicating total SF of site and total SF of turf, turf calculation as a percentage of the site and or turf square footage as purchased on the plant list invoice.		
W4.03	All plants/trees selected to be compatible with local environment / microclimate	2	0		Landscape plan and plant list. Letter verifying compliance with the criteria is signed by one of the following: the landscape architect, a WaterStar or WaterSense Certifier, a Florida Friendly Landscape representative, or a Master Gardener.		
W4.04	Plants with similar maintenance requirements grouped together	2	0		Landscape plans and photos of installed vegetation. Letter verifying compliance with the criteria is signed by one of the following: the landscape architect, a WaterStar or WaterSense Certifier, a Florida Friendly Landscape representative, or a Master Gardener.		
W4.05	Mulch (non-cypress) applied 3"-4" deep	2	0		Landscape plans and photos of installed mulched vegetation		
W5	Water Conservation Certifications						
W5.01	Meet or exceed Florida WaterStar™ or WaterSense Standards	5-7	0		Copy of certificate		
W5.02	Florida Friendly Landscape™ Program Certification	3	0		Copy of certificate		
W6	Installed Irrigation						
W6.01	Irrigated land must comply with ALL of the following, additional detail is available in the FGBC Commercial Reference Guide	10	0		Irrigation system design drawing as installed and irrigation schedule.		
W6.02	Micro-irrigation (irrigation with a maximum application rate of 0.5 gallons per minute) used and irrigated to FGBC Standard	3	0		Copy of the irrigation design, and photos of installed irrigation.		

W6.03	No Permanent in-Ground Irrigation System	15	0		Provide a signed letter from the project owner.		
W6.04	Advanced Irrigation Control Systems	2	0		Cut sheet of sensor and photos of innovative equipment		
W7	Water Source Conservation						
W7.01	Reclaimed Water for Irrigation	1-4	0		Construction drawings details showing reuse water supply and meter(s). Provide fee structure from entity supplying reuse water.		
		Points Available	Points Claimed	Points AWARDED			
		91	0	0			
CATEGORY 4: Site							
S Prereq 1	Copy of Stormwater Pollution Prevention Plan (SWPPP) and Florida Department of Environmental Protection (FDEP) Notice of Intent (NOI) onsite	PRE	0		Details of stormwater pollution prevention plan and photos of installed stormwater pollution prevention measures.		
S1	FDEP Professional	3	0		Name of Certified FDEP Professional and a copy of the page of the permit application identifying the FDEP individual and their contact information.		
S2	Site Selection						
S2.01	Select Appropriate Site	1	0		Provide a site plan, in context, so the credit criteria may be verified and a letter from the building owner or civil engineer confirming site as appropriate.		
S2.02	Urban Growth Boundary	1	0		Map of Urban Growth Boundary with project site identified.		
S2.03	Permit Ready Site	1	0		Letter from the local government indicating that the site is "permit ready" or a preferred site targeted for development.		
S2.04	Greyfield/Redevelopment of an existing site	3	0		Copy of a site plan with the existing conditions at the time of permit application. Copy of Civil demolition plan		
S2.05	Brownfield Redevelopment	5	0		Provide a copy of the Phase II Environmental Site Assessment OR a letter from a local, state or federal regulatory agency confirming that the site is classified as a brownfield.		
S2.06	Access to Public Transportation	2-4	0		Regional/Local drawing or transit map highlighting the building location and the fixed rail stations and bus lines and indicate the distances between them. Include a scale bar for distance measurement.		
S2.07	Adjacent to dense residential development	1	0		Area map that identifies adjacent properties, their use, and the building site.		
S2.08	Access to Basic Services-1 point awarded for each 3 unique services	1-10	0		Aerial context map with building location, and location and type of basic services within ½ mile.		
S3	Site Enhancement						
S3.01	Wetland Protection and Enhancement	2	0		Site map identifying wetlands, plant list and restoration plan, delineating 25' upland buffer and showing that no irrigation will be installed within the 25' upland buffer.		
S3.02	Minimize Site Disturbance	1	0		Copy of project site indicating building footprint, square footage of building footprint and outlining site cleaning operation boundaries and staging areas. Provide photos of site demonstrating minimal site disturbance.		
S3.03	Site Open Space	2-4	0		Provide a site plan with the building footprint, square footage of building footprint (or a copy of the local zoning open space requirements) that shows the designated open space and landscape plan. If claiming shaded area using trees, also provide a list of trees and their projected canopies after 10 years		
S3.04	Sidewalks	1	0		Site plan showing sidewalks and photos of completed installed sidewalks.		
S3.05	Connectivity	1	0		Site plan showing connections and trails. Include photos of completed site identifying connectivity features.		
S4	Reduce Heat Islands - Hardscape						
S4.01	Parking Capacity	1-3	0		Provide a calculation of the zoning required parking spaces, a letter from the local jurisdiction indicating the projects parking requirements and a site plan with a total parking count.		
S4.02	Under Building or Structured Parking	3	0		Provide construction drawings and photos of structured parking.		
S4.03	Shaded, Covered or High Albedo Hardscape	2-4	0		Provide a site plan identifying all the site features and hardscape quantities. Provide approved submittals and photos of hardscape materials and photos of installed hardscape.		
S4.04	Compact or Automated Parking	1-3	0		Detail and description of plan and system		
S4.05	Alternative Fuel Vehicles	1-4	0		Plan identifying location of preferred parking, description of charging apparatus and photos of installed equipment		
S5	Reduce Heat Islands - Roof	4	0		Provide a roof drawing with area calculations, signed approved submittal of roof materials and photos of installed roofing where possible.		

S6	Reduce Heat Islands - Building	4	0		Provide a cut sheet of the exterior wall coating/paint, shading calculations, and photos of building exterior.		
S7	Stormwater						
S7.01	Less than 10 acres, less than 2 acres of impact (<10<2)	1-3	0		Civil Engineer stormwater calculations.		
S7.02	Standard General	1-3	0		Civil Engineering stormwater calculations and narrative explaining how the design improves the water quality		
S7.03	Treat Stormwater from adjacent sites	1-3	0		Civil Engineering stormwater calculations and narrative indicating quantity and treatment of stormwater collected from adjacent sites.		
S7.04	Littoral Vegetation of Manmade Stormwater Detention	1-3	0		Plant list, detention pond design and photos of final installed stormwater system.		
S7.05	Pervious Hardscape	1-3	0		Site drawing with pervious hardscape identified, approved submittal of hardscape materials, percolation calculation and photos of installed hardscape.		
S7.06	Alternative Stormwater Detention	1-3	0		Site design, stormwater calculations, construction details of low impact development designs and photos of final installed stormwater system.		
S8							
S8.01	Bicycle Storage	2	0		Site plan identifying bike racks and cut sheet of bike racks selected.		
S8.02	Changing Rooms	1	0		Floor plan that identifies changing room.		
S8.03	Showering Facility	1	0		Floor plan that identifies the showers.		
S9	Exterior Lighting (not attached to building)						
S9.01	Meets Dark Sky Requirements	1	0		Provide signed approved submittal and photos of installed lighting.		
S9.02	Lights Provide >95 lumens/watt	1	0		Provide signed approved submittal and photos of installed lighting.		
S9.03	Lights are Solar Powered	1-3	0		Cut sheets of lighting fixtures selected and a copy of the landscape plan that indicates mature growth does not obstruct lights.		
S9.04	Exterior lighting is on timers or daylight sensors	1	0		Provide approved submittal of sensors or timer or lighting submittal indicating sensors are integral to lights. Include Site plan with location of daylight/motion sensors. Provide photos of installed sensors and installed lighting.		
		Points Available	Points Claimed	Points AWARDED			
CATEGORY 5: Health		58	0	0			
Prereq 1	Environmental Tobacco Smoke (ETS) Control	PRE			Photos of no smoking signs installed at all main building entrances are required. If smoking is allowed on the site, please provide dimensioned site plan indicating designated smoking area indicating the distances to doors and intakes. If no smoking campus or building, please provide the written policy.		
Prereq 2	Indoor Air Quality (IAQ) Management Plan, During Construction	PRE			Provide copy of the specifications indicating use of SMACNA guidelines, a copy of the written Indoor Air Quality Management (IAQ) Plan and photos of the IAQ procedures in place during construction.		
H1	Protect, Monitor, and Remediate Poor IAQ						
H1.01	Carbon Dioxide	1	0		Provide copy of approved submittal of equipment provided, plans indicating installed locations. Mechanical engineer may provide a brief narrative indicating system design and function.		
H1.02	Humidity Monitoring & Control	5	0		Provide a copy of the signed approved submittal of the equipment used for dehumidification. The mechanical engineer must provide calculations and narrative describing the removal of latent heat and humidity range that will be maintained by the system.		
H1.03	Building Entrance - Outdoor Pollutants	1	0		Provide construction detail of the system installed and photos or photos of installed mats and a copy of the maintenance plan/contract.		
H1.04	Building Entrance - Covered Entrance	1-2	0		Provide a copy of the dimensioned plan indicating the covered entrance and the square footage of the entrance cover.		
H1.05	High Efficiency Air Filtration System						
H1.05.01	Common Areas	1-6	0		Cut sheet of air filter system.		
H1.05.02	Tenant Spaces	1-6	0		Cut sheet of air filter system.		
H1.06	Chemical and Cleaning Product Storage	1	0		Provide for the effective delivery and mixing of fresh air to support the health, safety, comfort and well-being of building occupants		
H1.07	Radon Mitigation	1	0		Construction detail and photos of installed system		

H1.08	Pre-Occupancy IAQ testing	1	0		Copy of the IAQ testing results indicating that the maximum chemical contaminant concentration requirements are not exceeded.		
H2	Low Emitting Materials						
H2.01	Adhesives & Sealants	1	0		Contractor shall maintain all Material Safety Data Sheet (MSDS) highlighting the stated VOC emissions for each adhesive and sealant used in the building.		
H2.02	Paints & Coatings	1	0		Provide signed approved submittal for paints and coatings. Contractor shall maintain all Material Safety Data Sheet (MSDS) highlighting the stated VOC emissions for each adhesive and sealant used in the building.		
H2.03	Carpet Systems	1-2	0		Provide signed approved submittal and photos of installed carpet		
H2.04	Healthy Flooring	1	0		Cut sheets of flooring selections.		
H2.05	Composite Wood and Agrifiber	1	0		Provide signed approved submittal for installed products and manufacturers catalog cut sheet for each composite wood or agrifiber product used in the building indicating that the bonding agent used in each product contains no added urea-formaldehyde. Also provide photos of installed wood and agrifiber products		
H2.06	Insulation	1-3	0		Provide signed approved submittal for insulation materials and manufacturers catalog cut sheet for each insulation product used in the building indicating that it contains no formaldehyde.		
H2.07	Green Cleaning - Environmentally Friendly Maintenance - Green Cleaning Products in Common Areas	2	0		Provide a list of approved cleaning products for the building		
H2.08	Furniture Fixtures and Equipment	2	0		Provide documentation of furniture purchased and furniture certification		
H3	System Controls						
H3.01	Lighting	1-4	0		Provide the building floorplan indicating lighting controls, a narrative explaining how occupants can control their immediate environment and cut sheets of lighting selections.		
H3.02	Thermal Comfort	1-4	0		Provide a narrative from the mechanical engineer explaining how the project complies with ASHRAE Standard 55-1992, Addenda 1995.		
H4	Productive Work Environment						
H4.01	Daylighting	1-4	0		Provide plans specifying the daylit areas and daylighting calculations for occupied spaces. For core and shell buildings, provide the window to wall ratio calculations.		
H4.02	Acoustics	1-4	0		Provide cut sheets for the wall assembly and fenestration indicating the STC ratings.		
H4.03	Views	1-4	0		Provide a furniture plan of the building; indicate the location of building occupants and their line of site to the outdoors. For core and shell buildings, provide the window to wall ratio calculations.		
H4.04	Outdoor space provided for employees	1	0		Provide a site plan indicating outdoor space, type of cover, square footage and photos.		
		Points Available	Points Claimed	Points AWARDED			
CATEGORY 6: Materials		39	0	0			
M1	Material Efficiency and Global Responsibility						
M1.01	Remodel Existing Building	1-10	0		Floor plan of existing building, demolition plan, and new building floor plan.		
M1.02	Recycled Content	1-4	0		Submit the completed materials checklist and supporting documentation of the percentages claimed including budget documentation.		
M1.03	Rapidly Renewable Materials	1	0		Complete the Materials Spreadsheet in the checklist. Provide approved submittals for materials and documentation of the products rapidly renewable content.		
M1.04	Certified Wood	1-3	0		Submit a copy of the wood certification and the calculations showing percentage of certified wood used in the construction of the project. Submit the completed materials checklist and supporting documentation of the percentages claimed including budget documentation.		
M1.05	Biobased Materials	1	0		Submit signed approved submittal and photos of installed materials.		
M1.06	Resource Efficient or Panelized Wall Systems	2	0		Photo, detailed plans, or material cut sheets.		
M2	Waste Management						

M2.01	Construction Waste Recycling	2-4	0		Provide copies of the monthly waste reports indicating diverted waste and calculate the total waste material diversion rate		
M2.02	Recycling for Building and Tenants	1	0		Provide a copy of the contract that highlights the terms of the purchase / lease of floor coverings that will be taken back by the manufacturer for recycling rather than disposal in landfill		
M2.03	Recyclable Materials	1	0		Provide cut sheets for the products calculated as a part of this credit and information about the existing recycling facilities. This credit may also be claimed if the area has an established C&D waste recycling infrastructure.		
M2.04	Demountable / Adaptable Interiors	1	0		Provide a floor plan indicating the location of the demountable wall partitions, a calculation of the total LF of partition walls and a calculation of the total LF of demountable walls. Also provide a cut sheet and photos of the installed wall systems used.		
M2.05	Durable Materials, Exterior Finish Materials	1	0		Provide plan details identifying the exterior materials, approved submittals and corresponding warranty certificate for exterior finish materials		
M2.06	Low Maintenance Finishes	1	0		Provide copies of the manufacturer's recommended maintenance procedures for the interior and exterior finishes.		
M3	Local/Regional Materials						
M3.01	Local Manufacturing	1-4	0		Submit the completed materials checklist and supporting documentation of the percentages claimed including budget documentation.		
M3.02	Local Raw Material Extraction	1-4	0		Submit the completed materials checklist and supporting documentation of the percentages claimed including budget documentation.		
M3.03	Resource Reuse	1	0		Submit supporting documentation and photos		
		Points Available	Points Claimed	Points AWARDED			
CATEGORY 7: Disaster Mitigation		49	0	0			
DM1	Hurricane Resistance						
DM1.01	Impact Glazing	3	0		Provide the manufacturer's cut sheets for the impact resistant products indicating the required approvals and classifications. Photos of the window stickers and or shop drawings may also be provided.		
DM1.02	Building Integrated Hurricane Shutters	3	0		Signed approved submittal and photos of installed shutters.		
DM1.03	Building Hardening	2-5	0		Design calculations and a narrative from the architect or structural engineer explaining measures taken to improve the buildings resistance to hurricanes.		
DM1.04	Uninterrupted Operations	3	0		Approved submittal and photos of installed system		
DM1.05	Building is Designated Hurricane Shelter	5	0		A brief narrative describing the features added to comply with the local hurricane shelter requirements.		
DM1.06	Shelter in Place	1-4	0		Provide generation needs calculation and corresponding construction details.		
DM2	Pest Management						
DM2.01	Termite Prevention	3	0		Provide project photos, copy of warrantee, and appropriate construction details		
DM2.02	Physical Termite Barrier	3	0		Provide photos showing all sealed slab penetrations.		
DM2.03	Integrated Pest Management	3	0		IPM plan		
DM3	Flood						
DM3.01	Finished Floor Elevation (FFE)	1-2	0		Provide the appropriate drawings illustrating the foundation design, floor elevation and grading requirements. Include a copy of the NFIP Elevation Certificate certified by the surveyor, engineer or architect showing the 100-year flood plain elevation or grade.		
DM3.02	All Critical Infrastructure Elevated	2-5	0		Complete the Materials Spreadsheet in the checklist. Provide approved submittals for materials and documentation of the products rapidly renewable content.		
DM3.03	Buildings Within 500-year flood Plain	2	0		Provide the appropriate drawings illustrating the building proximity to the coast and the elevations of the FFE and equipment slabs. Include a copy of the NFIP Elevation Certificate certified by the surveyor, engineer or architect.		
DM4	Fire Resistance	2	0		Provide the completed Letter Template, signed by the architect or other responsible party, and appropriate drawings and manufacturer's cut sheets illustrating the fire resistance of the exterior finish materials.		

DMS.01	Durable Materials, Exterior Finish Materials	1	0		Plan detail identifying all the systems and materials used for the exterior finish of the building. Attach copies of the NOA for Miami-Dade, manufacturer's warranties or documentation supporting the established history for any material without a written warranty.		
DMS.02	Install Water Leak System and Shutoff System in Residential Units	1-3	0		Construction detail, cut sheet, and photo of system installed		
DMS.03	Durability: Use Armored/Metal Hoses from Service to All Fixtures/Appliances	1	0		Cut sheet, construction detail, signed approved submittal, site photos		
DMS.04	Low Maintenance Finishes	1	0		Provide a copy of the manufacturers recommended maintenance procedures, the type and area of materials that comply.		
		Points Available	Points Claimed	Points AWARDED			
CATEGORY 8: Innovation		5	0	0			
IN 01	0	1	0		0		
IN 02		1	0				
IN 03	0	1	0		0		
IN 04	0	1	0		0		
IN 05	0	1	0		0		

Category	Current Score		
	Max Points	Points Claimed	Points AWARDED
Category 1: Project Management	17	0	0
Category 2: Energy	120	0	0
Category 3: Water	110	0	0
Category 4: Site	91	0	0
Category 5: Health	58	0	0
Category 6: Materials	39	0	0
Category 7: Disaster Mitigation	49	0	0
Category 8: Innovation	5	0	0
TOTAL	484	0	0
Total Needed	100	195	



LEED v4.1 BD+C
Project Checklist

Project Name:
Date:

Y ? N

			Credit	Integrative Process	1
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0	0	0	Location and Transportation		16
			Credit	LEED for Neighborhood Development Location	16
			Credit	Sensitive Land Protection	1
			Credit	High Priority Site and Equitable Development	2
			Credit	Surrounding Density and Diverse Uses	5
			Credit	Access to Quality Transit	5
			Credit	Bicycle Facilities	1
			Credit	Reduced Parking Footprint	1
			Credit	Electric Vehicles	1

0	0	0	Sustainable Sites		10
Y			Prereq	Construction Activity Pollution Prevention	Required
			Credit	Site Assessment	1
			Credit	Protect or Restore Habitat	2
			Credit	Open Space	1
			Credit	Rainwater Management	3
			Credit	Heat Island Reduction	2
			Credit	Light Pollution Reduction	1

0	0	0	Water Efficiency		11
Y			Prereq	Outdoor Water Use Reduction	Required
Y			Prereq	Indoor Water Use Reduction	Required
Y			Prereq	Building-Level Water Metering	Required
			Credit	Outdoor Water Use Reduction	2
			Credit	Indoor Water Use Reduction	6
			Credit	Optimize Process Water Use	2
			Credit	Water Metering	1

0	0	0	Energy and Atmosphere		33
Y			Prereq	Fundamental Commissioning and Verification	Required
Y			Prereq	Minimum Energy Performance	Required
Y			Prereq	Building-Level Energy Metering	Required
Y			Prereq	Fundamental Refrigerant Management	Required
			Credit	Enhanced Commissioning	6
			Credit	Optimize Energy Performance	18
			Credit	Advanced Energy Metering	1
			Credit	Grid Harmonization	2
			Credit	Renewable Energy	5
			Credit	Enhanced Refrigerant Management	1

0	0	0	Materials and Resources		13
Y			Prereq	Storage and Collection of Recyclables	Required
			Credit	Building Life-Cycle Impact Reduction	5
			Credit	Environmental Product Declarations	2
			Credit	Sourcing of Raw Materials	2
			Credit	Material Ingredients	2
			Credit	Construction and Demolition Waste Management	2

0	0	0	Indoor Environmental Quality		16
Y			Prereq	Minimum Indoor Air Quality Performance	Required
Y			Prereq	Environmental Tobacco Smoke Control	Required
			Credit	Enhanced Indoor Air Quality Strategies	2
			Credit	Low-Emitting Materials	3
			Credit	Construction Indoor Air Quality Management Plan	1
			Credit	Indoor Air Quality Assessment	2
			Credit	Thermal Comfort	1
			Credit	Interior Lighting	2
			Credit	Daylight	3
			Credit	Quality Views	1
			Credit	Acoustic Performance	1

0	0	0	Innovation		6
			Credit	Innovation	5
			Credit	LEED Accredited Professional	1

0	0	0	Regional Priority		4
			Credit	Regional Priority: Specific Credit	1
			Credit	Regional Priority: Specific Credit	1
			Credit	Regional Priority: Specific Credit	1
			Credit	Regional Priority: Specific Credit	1

0	0	0	TOTALS		Possible Points:	110
.ed: 40 to 49 points, Silver: 50 to 59 points, Gold: 60 to 79 points, Platinum: 80						

**TECHNICAL REVIEW COMMITTEE MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Action Request:

Strategic Objective:

Date: February 16, 2024

Prepared By: Brandon Berry, Planner II

Through: Jennifer McMahon, Chief Operating Officer

Summary of Issue: Applicant requests a variance to permit construction of a new four-story temporary lodging development containing four lodging units to encroach to 45 feet from the 37th Ave front property line where 50 feet is required (LDC Sec. 14.7.(b)(1)), encroach to 10 feet from the rear property line where 10 feet is required (LDC Sec. 14.7.(b)(4)), and permit the reduction in the required Gulf Boulevard frontage landscaping depth to four feet where eight feet is required (LDC Sec. 22.7.(a)).

Funding:

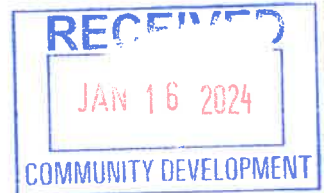
Attachments:

1. Case No. 24003 - Application
2. Case No. 24003 - Site Plan (Updated 1.25.24)
3. Case No. 24003 - Site Plan (Original)
4. Case No. 24003 - Floor Plans and Elevations
5. Case No. 24003 - Survey
6. Case No. 24003 - Rendering
7. Case No. 24003 - Transmittal Letter

CASE #: 24003PARCEL #: 07-32-16-21852-028-0001SUBMITTAL DATE: 1-17-2024 AMOUNT DUE: \$640.80 PAYMENT DATE: 1-17-2024**UNNECESSARY AND UNDUE HARDSHIP VARIANCE APPLICATION**

The following items are to be submitted, along with this application, **at least 30 days prior to the public hearing:**

- Two (2) copies of the property survey, completed in the last ten years, which contains the legal description, land area, and existing improvements on the site that has been signed and sealed by a surveyor licensed in the State of Florida;
- Seven (7) copies of a site plan showing the request, drawn to scale, of size between 11x17" and 36x48";
- Emailed copy of the survey and site plan to planning@stpetebeach.org.
- The Application Fee, payable to the City of St. Pete Beach (non-refundable)

**OWNER/AGENT INFORMATION:**

Identification	Name	Address	Phone #
Owner	SMILEYS SNACK SHACK-ST PETE BEACH INC	3700 GULF BLVD ST PETE BEACH, FL 33706	727-647-2077
Applicant/ Agent	Casey Sanders	520 Bay Laurel Ct NE, Saint Petersburg, FL 33703	813-382-8766
Owner Email Address:		Applicant/Agent Email Address: caseyryansanders@gmail.com	

PROPERTY FOR PROPOSED VARIANCE:

Zoning Designation RFM	Future Land Use Designation RFM	Lot Area 16,956 sf 0.39 ac
Legal Description: See attached.		
Address: 3700 GULF BLVD ST PETE BEACH, FL 33706		
Explanation of Request: Project includes redevelopment of a vacant restaurant site into a transient single family attached accommodation. Variance request includes relief from sec. 14.7.(b)(1), to reduce the front yard setback from 50ft to 45ft, sec. 14.7.(b)(4), to reduce the rear yard setback from 20ft to 10ft, and sec. 22.7.(b)(1), to reduce the vehicle use area buffer from 8ft to 4ft. This request is due to the perceived unnecessary and undue hardship to the property based on the property's particular size and configuration and underlying zoning. The approval will allow for a development more in line with the neighboring properties and overall zoning objectives.		

Findings Necessary for Granting Request: In order for an application for a unnecessary and undue hardship variance to be approved or approved with conditions, the Board of Adjustment must make a positive finding with regard to each of the provisions below, which are also located in Division 3 of the Land Development Code. The applicant has the burden of proof demonstrating that the application for the variance complies with each of these requirements. Please explain in detail how your case meets these requirements (attach additional sheets if necessary):

1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district;

The subject property is one of only 8 with the same zoning classification. All but 1 of the other parcels are much larger in size and configuration where they can better absorb the 50ft front, 20ft rear and 25ft secondary front yard setbacks. The subject's lot area is 17,050sf. The existing setback requirements would take up 10,500sf of space, approximately 61.6% of the parcel. The total setback variance request totals only 1,540sf. The other land, structures, or buildings in the same zoning district are not hardship by such a large percentage of their property to account for so much in setbacks, even if variance is approved. The length of this property is only 160 feet at its shortest point. Of the properties zoned RFM, the subject property has much smaller linear depth than the other properties, thereby creating an unnecessary and undue hardship. The parcels on Sunset Way with the RFM zoning have over 700ft in depth. The Don has over 400ft in depth. The closest relatable property is at 3800 Gulf Blvd and it still has 371 feet in depth. The sizes of the other parcels allow them to more easily absorb the 50 ft front yard set back and 25 ft rear yard setback. The subject parcel abuts two street frontages which creates increased yard setbacks and alters the perceived orientation of the development. +

2. The special conditions and circumstances do not result from the actions of the applicant or a prior owner of the property;

These special conditions and circumstances are not the result of the actions of the applicant or a prior owner of the property. In fact, the existing structure on the property conforms much less to the setback requirements than the proposed development.

3. Literal interpretation of the provisions of the Land Development Code deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Land Development Code and results in unnecessary and undue hardship on the applicant;

The closest relatable property with the same zoning classification is the property at 3800 Gulf Blvd. This property does not conform to the setback requirements. Due to the specific small size and configuration of the subject parcel, the subject parcel does not enjoy the rights commonly enjoyed by other properties in the same zoning district such as the percentage of land available for use compared to the other parcels in the same zone. The RFM zoning is by far the most burdensome of the districts in terms of required front, rear, front side yard, and side setbacks. The unique way in which the literal interpretation of the code identifies the subject property's frontage road and corresponding Secondary Front Side Yard creates an undue hardship on the property by restriction a majority percentage of the property from use. This zoning district is for larger properties in size and length thus creating an unnecessary and undue hardship for this particular and unique property in this zoning category. +

4. The hardship has not been deliberately or knowingly created or suffered to establish a use or structure which is not otherwise consistent with the Comprehensive Plan or the Land Development Code, nor will it permit an increase in development density;

The proposed development is well in line with the Comprehensive Plan and overall zoning objectives of the City of St. Pete Beach. The proposal is actually well under the maximum allowed development density. The hardship variance is requested due to the parcel's unique size and configuration to allow for a completer and more optimal layout.

The proposed single family characteristics of the four units will be in align with the immediate neighborhood.

5. An applicant's desire or ability to achieve greater financial return or maximum financial return from his property does not constitute hardship;

The applicant's request is due to site configuration and unnecessary and undue hardship due to the setback requirements and not to achieve greater financial return or maximum financial return. As stated, the proposal is for less than the allowed development density.

6. Granting the variance application conveys the same treatment to the applicant as to the owner of other lands, buildings, or structures in the same zoning district;

The granting of the variance application conveys the same treatment as to the other lands, buildings, and structures in the same zoning district. No other property within the same zoning district meets all the setback and zoning requirements as literally interpreted in the code. Specifically, setback and height requirements.

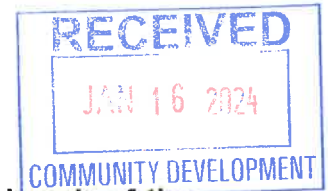
7. The requested variance is the minimum variance that makes possible the reasonable use of the land, building, or structure; and

The minimally requested variance is the minimum necessary to allow for a use of the land to accommodate for an optimal development in terms of layout and configuration based on the spirit, intent, and consistency of the city's zoning objectives and comprehensive plan.

8. The requested variance is in harmony with the general intent and purpose of the Comprehensive Plan and the Land Development Code, is not injurious to the neighborhood or otherwise detrimental to the public safety and welfare, is compatible with the neighborhood, and will not substantially diminish or impair property values within the neighborhood.

The requested variance is necessary to allow for a better use of the property for a use and structure more in line with the Comprehensive Plan and Land Development Code. The location of the proposed variances do not back up to any neighboring buildings or structures and still more than allow for the intent and purpose of the setbacks to be effective and satisfactory. The request fits with the neighborhood and is consistent with the neighboring properties. The proposal will enhance the look and feel of the community and will not diminish or impair property values. On the contrary, the proposal will likely elevate the community and improve property values.

		
Signature of Applicant	Date	Signature of Authorized Agent
		Date



VARIANCE APPLICATION

Applicants must acknowledge understanding of the following. Initial each of the statements below. If you do not understand any of these, staff will explain them to you.

CS (initials) I understand that the City will not accept or process an incomplete application.

CS (initials) I understand that a non-conforming use or structure in a particular zoning district does not, in any way, provide justification for the granting of a variance. Furthermore, the existence of a permitted use or structure in adjacent districts does not constitute grounds for a variance.

CS (initials) On all variances except for administrative (de-minimis) variances, a majority vote is required. Action on this application by the BOA/City Commission may be continued to a later meeting.

CS (initials) I understand that if a variance is approved by the BOA, City Commission or City Manager, the applicant is required to obtain the appropriate building permits within 1 year from the date of the decision. If no permit is obtained within 1 year, the approval becomes voided.

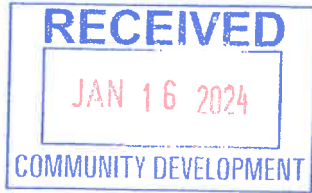
CS (initials) I understand that if any application filed under the provisions of this Code is denied, no subsequent application seeking substantially the same or similar approval shall be filed within six months of the final decision on the original application.

CS (initials) I understand that any person aggrieved by the final decision of the Board of Adjustment or City Commission has the right to file a petition in the Pinellas County Circuit Court within 30 calendar days after the decision. Appeals of decisions made by the City Manager for administrative variances are to a hearing officer designated by the City Commission and must be made within 30 days from the date of the final administrative decision. Permits for construction may be granted prior to the expiration of this 30-day period, but an appeal will be grounds for revocation of the permit.

CS (initials) I understand that I, as the applicant, or my authorized representative must be present at all scheduled public meetings on the application if applicable.

After acknowledgement of these conditions, complete the application form on the following pages.

(Signature) 1-16-2024
Signature of Applicant Date



Owner's Authorization for Agent

Community Development Department
City of St. Pete Beach, Florida

I/WE

ALBERT PAUL NICKLAUS JR.
(print name of property owner)

hereby authorize

Todd Pressman
(print name of agent)

to represent me/us in an application for

Variance
(type of application: variance, conditional use, zoning, etc.)

[Signature]
Signature of Owner

Signature of Owner

ALBERT PAUL NICKLAUS JR.
Print Name of Owner

Print Name of Owner

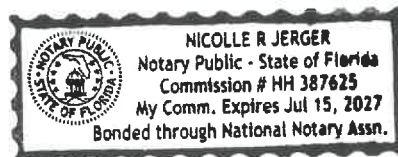
The forgoing instrument was acknowledged before me this 16th day of January 2024 by A. Paul Nicklaus or who is personally known produced as identification.

[Signature]
(Notary Signature)

1/16/24
(Date)

My Commission Expires

July 15, 2027





Owner's Authorization for Agent

Community Development Department
City of St. Pete Beach, Florida

I/WE

ALBERT PAUL NICKLAUS JR.
(print name of property owner)

hereby authorize

Bayside Eng - Ely Payne
(print name of agent)

to represent me/us in an application for

Variance
(type of application: variance, conditional use, zoning, etc.)

Signature of Owner

Signature of Owner

Print Name of Owner

ALBERT PAUL NICKLAUS JR.

Print Name of Owner

The forgoing instrument was acknowledged before me this 16th day of January 2024 by A. Paul Nicklaus or who is personally known produced as identification.

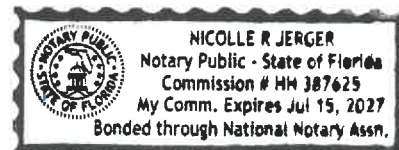
(Notary Signature)

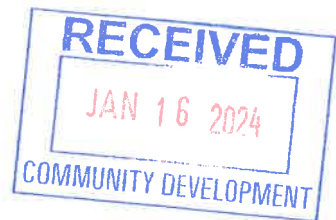
(Date)

1/16/24

My Commission Expires

July 15, 2027





Owner's Authorization for Agent

Community Development Department

City of St. Pete Beach, Florida

I/WE

ALBERT PAUL NICKLAUS JR.
(print name of property owner)

hereby authorize

Cassey Sanders
(print name of agent)

to represent me/us in an application for

Variance
(type of application: variance, conditional use, zoning, etc.)

[Signature]
Signature of Owner

Signature of Owner

ALBERT PAUL NICKLAUS JR.
Print Name of Owner

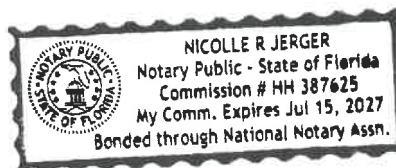
Print Name of Owner

The forgoing instrument was acknowledged before me this 16th day of January 2024 by A. Paul Nicklaus or who is personally known produced as identification.

[Signature]
(Notary Signature)

1/16/24
(Date)

My Commission Expires July 15, 2027





PUBLIC HEARING SIGN POSTING AFFIDAVIT

Applicant Casey Sanders, 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 for unnecessary or undue hardship variances and practical difficulty variances, or seven (7) days in advance of the final administrative decision for administrative (de-minimis) variances, 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): Casey Sanders

Address: 520 Bay Laurel Ct NE, St. Petersburg, FL 33703

[Signature] 1-16-2024

Signature

Date

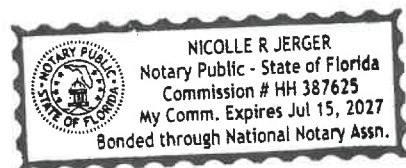
STATE OF FLORIDA)
) SS:
PINELLAS COUNTY)

The foregoing instrument was acknowledged before me this 16th day of January, 2024 by:
A. Paul Nicklaus who appeared before me, and is personally known to me, or has produced
as identification, and did take an oath.

My commission Expires: July 15, 2027 NOTARY: Nicolle Jerger
Print Name: Nicolle Jerger Notary

Public, State of Florida

(Notarial Seal)



DEAR APPLICANT:

PLEASE COMPLETE THE ATTACHED AFFIDAVIT WHEN FINAL DATES HAVE BEEN DETERMINED FOR YOUR APPLICATION. PRESENT THE COMPLETED NOTARIZED AFFIDAVIT TO COMMUNITY DEVELOPMENT AND YOU WILL BE GIVEN THE SIGN(S) TO POST ON THE SUBJECT PROPERTY.

It is your responsibility 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 for unnecessary and undue hardship variances or final administrative decision for administrative variances. The sign(s) must remain in place until the requested action has been heard and decided by the City Commission, Planning Board, Board of Adjustment, Historic Preservation Board, City Manager, or withdrawn. Multiple sign postings cannot 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.

You must maintain the sign(s) in good readable condition. If the said sign is destroyed, lost, or becomes unreadable, you or your 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 representative not later than 24 hours following the final decision by the City Commission, Planning Board, Board of Adjustment, Historic Preservation Board, or City Manager.

A Notary Public is available in City Hall; 155 Corey Avenue.

LEGAL DESCRIPTION:

(per LAUSTER LAND SURVEY LLC survey)

THE PART OF BLOCK "G" OF DON CE-SAR PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE(S) 15-20, INCLUSIVE, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: STARTING AT THE INTERSECTION OF THE NORTHERLY BOUNDARY OF 37TH STREET (FORMERLY KNOW AS SEVILLE STREET) AND THE WESTERLY BOUNDARY OF GULF BOULEVARD (FORMERLY KNOWN AS PASS-A-GRILLE WAY AND FLORIDA AVE.), SAID POINT BEING OTHERWISE DESCRIBED AS THE SOUTHEASTERLY CORNER OF SAID BLOCK "G", AS A POINT OF BEGINNING; RUN THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID BLOCK "G", A DISTANCE OF 110 FEET TO A POINT; THENCE RUN NORTHERLY PARALLEL TO THE EAST BOUNDARY LINE OF SAID BLOCK "G" TO A POINT ON THE NORTH BOUNDARY LINE OF SAID BLOCK "G" A DISTANCE OF 178 FEET MORE OR LESS; THENCE EASTERLY ALONG THE NORTHERLY BOUNDARY OF SAID BLOCK "G" TO THE INTERSECTION OF THE NORTHERLY BOUNDARY OF SAID BLOCK "G" AND THE WESTERLY BOUNDARY OF GULF BOULEVARD (FORMERLY KNOW AS PASS-A-GRILLE WAY AND FLORIDA AVE.), SAID POINT BEING OTHERWISE DESCRIBED AS THE NORTHEASTERLY CORNER OF SAID BLOCK "G", A DISTANCE OF 122.26 FEET MORE OR LESS; THEN SOUTHERLY ALONG THE EASTERLY BOUNDARY OF SAID BLOCK "G", TO THE POINT OF BEGINNING;

LESS THAT PORTION LYING WITHIN 40 FEET OF THE SURVEY LINE OF STATE ROAD NO. 699, SECTION 15100, AS SAID SURVEY LINE IS FURTHER DESCRIBED IN DEED TO THE STATE OF FLORIDA, FILED APRIL 11, 1962, AND RECORDED IN OFFICIAL RECORDS BOOK 1402, PAGE 12, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA;

ALSO LESS THAT PORTION LYING WITHIN THE FOLLOWING METES AND BOUNDS DESCRIPTION: BEGIN ON THE EASTERLY EXTENSION OF THE NORTHERLY BOUNDARY OF LOT 9, BLOCK 4, SAID SUBDIVISION, AT A POINT 140.02 FEET EASTERLY OF THE WESTERNMOST CORNER OF SAID LOT 9, RUN THENCE NORTH 10°20'31" WEST, 50.00 FEET; THENCE SOUTH 79°40'20" WEST 40 FEET TO A POINT OF BEGINNING; CONTINUE THENCE SOUTH 79°40'29" WEST, 6 FEET; THENCE NORTH 34°39'59" EAST, 8.49 FEET; THENCE SOUTH 10°20'31" EAST, 6 FEET TO THE POINT OF BEGINNING.

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1/25/2024 4:43:50 PM PL PLOTTED BY: ehy

ENGINEER:
BAYSITE ENGINEERING LLC
2054 CENTRAL AVENUE
ST. PETERSBURG, FL 33712
813.679.9918
ELY@BAYSITEENG.COM

ARCHITECT:
ALDERMAN PLANNING COMPANY
617 MARSHALL STREET
LEXINGTON, VA 24450
ALDERMANPLANNING@GMAIL.COM
(813) 833-5161

DEVELOPER / OWNER:
PRIME STR. LLC
1401 8TH AVE W
BRADENTON, FL 34205
CONTACT: CASEY SANDERS
813-382-8766
CASEYRYANSANDERS@GMAIL.COM

SURVEYOR:
LAUSTER LAND SURVEY LLC
3735 2ND AVENUE NORTH
SAINT PETERSBURG, FL 33713
PHONE: 727-685-6045
BRLAUSTER@LLSURVEY.ORG

GEOTECH:
ANDREYEV ENGINEERING, INC
3740 54TH AVENUE NORTH
ST. PETERSBURG, FL 33714
(727) 527-5735

LEGAL DESCRIPTION:

PER SURVEY:

THE PART OF BLOCK "G" OF DON CE-SAR PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE(S) 15-20, INCLUSIVE, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: STARTING AT THE INTERSECTION OF THE NORTHERLY BOUNDARY OF 37TH STREET (FORMERLY KNOWN AS SEVILLE STREET) AND THE WESTERLY BOUNDARY OF GULF BOULEVARD (FORMERLY KNOWN AS PASS-A-DRIELE WAY AND FLORIDA AVE.), SAID POINT BEING OTHERWISE DESCRIBED AS THE SOUTHEASTERLY CORNER OF SAID BLOCK "G", AS A POINT OF BEGINNING, RUN THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID BLOCK "G", A DISTANCE OF 110 FEET TO A POINT; THENCE RUN NORTHERLY PARALLEL TO THE EAST BOUNDARY LINE OF SAID BLOCK "G" TO A POINT ON THE NORTH BOUNDARY LINE OF SAID BLOCK "G", A DISTANCE OF 178 FEET MORE OR LESS; THENCE EASTERLY ALONG THE NORTHERLY BOUNDARY OF SAID BLOCK "G" TO THE INTERSECTION OF THE NORTHERLY BOUNDARY OF SAID BLOCK "G" AND THE WESTERLY BOUNDARY OF GULF BOULEVARD (FORMERLY KNOWN AS PASS-A-DRIELE WAY AND FLORIDA AVE.), SAID POINT BEING OTHERWISE DESCRIBED AS THE NORTHEASTERLY CORNER OF SAID BLOCK "G", A DISTANCE OF 122.26 FEET MORE OR LESS; THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY OF SAID BLOCK "G", TO THE POINT OF BEGINNING;

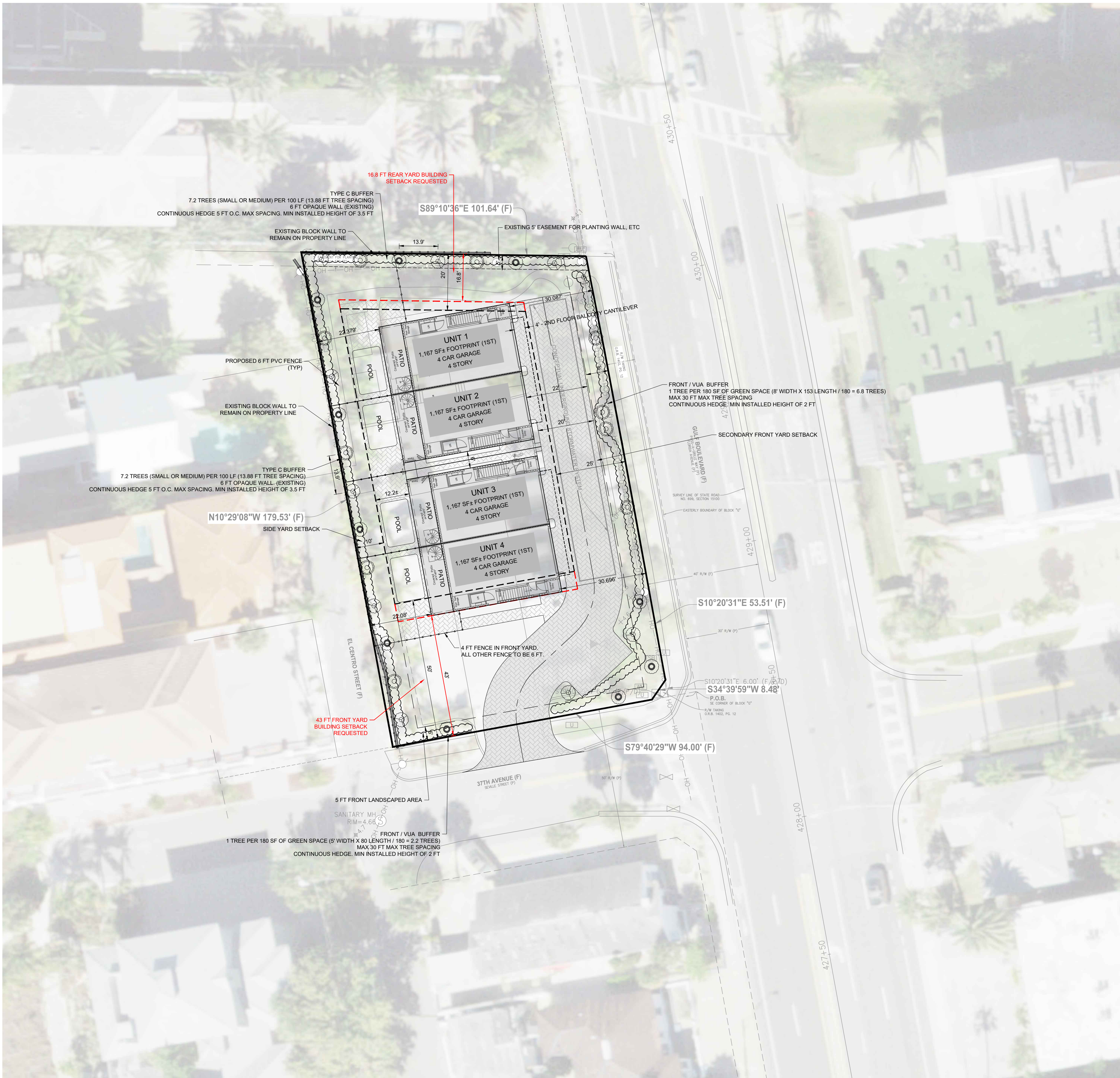
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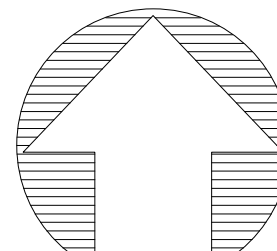
Site Data Table	
PROJECT LOCATION	ST PETE BEACH, FLORIDA
PARCEL ID & ADDRESS	3700 GULF BLVD, ST PETE BEACH 07-32-16-21852-028-0001
PROPERTY AREA	FLU
ZONING	RFM: RESORT FACILITIES MEDIUM
CURRENT USE	VACANT- RESTAURANT, CAFETERIA
PROPOSED USE	TRANSIENT ACCOMMODATION
MAX DENSITY	30 UNITS PER ACRE
PROPOSED DENSITY	4 UNITS
MAX ISR	0.70
MAX BUILDING HEIGHT	50 FEET
MIN GREEN SPACE	30% = 5,086 SF
BUILDING SETBACKS	FRONT = 50 FT SECONDARY FRONT YARD = 25 FT SIDE YARD TEN PERCENT OF THE LOT WIDTH: MINIMUM TEN FEET = 0.10" 160 FT = 9 FT SIDE YARD = 10 FT REAR YARD = 20 FT
PARKING REQUIRED	SINGLE FAMILY ATTACHED
PARKING PROPOSED	2 SPACES/UNIT 2 GARAGE SPACES PER UNIT + 1 GUEST SPACE
FEMA FLOODPLAIN	COASTAL AE - ELEVATION 9 MAP 12103C0276H - EFF. 8/24/2021
UTILITIES	PINELLAS COUNTY
WATER	CITY OF ST PETE BEACH
SEWER	
EXISTING SITE AREA	
TOTAL PROPERTY AREA	0.39 AC (16,956 SF±)
EX BUILDING	1,431 SF±
EX ASPHALT & SIDEWALK	8,803 SF±
EX IMPERVIOUS TOTAL	10,234 SF± (60%)
EX OPEN SPACE (PERVIOUS)	6,722 SF± (40%)
PROP SITE AREA	
PROP BUILDING	4,668 SF±
PROP ASPHALT & SIDEWALK & POOL	2,028 SF±
PROP IMPERVIOUS TOTAL	6,696 SF± (39%)
PERMEABLE DRIVEWAYS	3,679 SF±
PROPOSED PERVIOUS	10,260 SF± (61%)
IMPERVIOUS DIFFERENCE	10,234 SF± - 6,696 SF± = - 3,538 SF = 3,538 SF REDUCTION

VARIANCE SITE PLAN

PARCEL ID: 07-32-16-21852-028-0001 ADDRESS: 3700 GULF BLVD, ST PETE BEACH



**BAYSITE
ENGINEERING LLC**
2054 CENTRAL AVENUE
ST. PETERSBURG, FL 33712
PHONE: 813.679.9918
EMAIL: ELY@BAYSITEENG.COM
ENGINEERING COA No. 36684



0 10 20 40
1:2400

REVISION DATE:

COMPANY # 009-01-101

PROJECT:

GULF & 37TH VBROS
ADDRESS: 3700 GULF BLVD, ST PETE BEACH
PARCEL ID: 07-32-16-21852-028-0001

CLIENT:

PRIME STR. LLC
1401 8TH AVE W
BRADENTON, FL 34205
CONTACT: CASEY SANDERS
813-382-8766

DRAWING:

VARIANCE PLAN

SHEET:

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ENGINEER:
BAYSITE ENGINEERING LLC
2054 CENTRAL AVENUE
ST. PETERSBURG, FL 33712
813.679.9918
ELY@BAYSITEENG.COM

ARCHITECT:
ALDERMAN PLANNING COMPANY
617 MARSHALL STREET
LEXINGTON, VA 24450
ALDERMANPLANNING@GMAIL.COM
(813) 833-5161

DEVELOPER / OWNER:
PRIME STR. LLC
1401 8TH AVE W
BRADENTON, FL 34205
CONTACT: CASEY SANDERS
813-382-8766
CASEYRYANSANDERS@GMAIL.COM

SURVEYOR:
LAUSTER LAND SURVEY LLC
3735 2ND AVENUE NORTH
SAINT PETERSBURG, FL 33713
PHONE: 727-685-6045
BRLAUSTER@LLSURVEY.ORG

GEOTECH:
ANDREYEV ENGINEERING, INC
3740 54TH AVENUE NORTH
ST. PETERSBURG, FL 33714
(727) 527-5735

LEGAL DESCRIPTION:

PER SURVEY:

THE PART OF BLOCK "G" OF DON CE-SAR PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE(S) 15-20, INCLUSIVE, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: STARTING AT THE INTERSECTION OF THE NORTHERLY BOUNDARY OF 37TH STREET (FORMERLY KNOWN AS SEVILLE STREET) AND THE WESTERLY BOUNDARY OF GULF BOULEVARD (FORMERLY KNOWN AS PASS-A-DRIE WAY AND FLORIDA AVE.), SAID POINT BEING OTHERWISE DESCRIBED AS THE SOUTHEASTERLY CORNER OF SAID BLOCK "G", AS A POINT OF BEGINNING, RUN THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID BLOCK "G", A DISTANCE OF 110 FEET TO A POINT; THENCE RUN NORTHERLY PARALLEL TO THE EAST BOUNDARY LINE OF SAID BLOCK "G" TO A POINT ON THE NORTH BOUNDARY LINE OF SAID BLOCK "G", A DISTANCE OF 178 FEET MORE OR LESS; THENCE EASTERLY ALONG THE NORTHERLY BOUNDARY OF SAID BLOCK "G" TO THE INTERSECTION OF THE NORTHERLY BOUNDARY OF SAID BLOCK "G" AND THE WESTERLY BOUNDARY OF GULF BOULEVARD (FORMERLY KNOWN AS PASS-A-DRIE WAY AND FLORIDA AVE.), SAID POINT BEING OTHERWISE DESCRIBED AS THE NORTHEASTERLY CORNER OF SAID BLOCK "G", A DISTANCE OF 122.26 FEET MORE OR LESS; THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY OF SAID BLOCK "G", TO THE POINT OF BEGINNING;

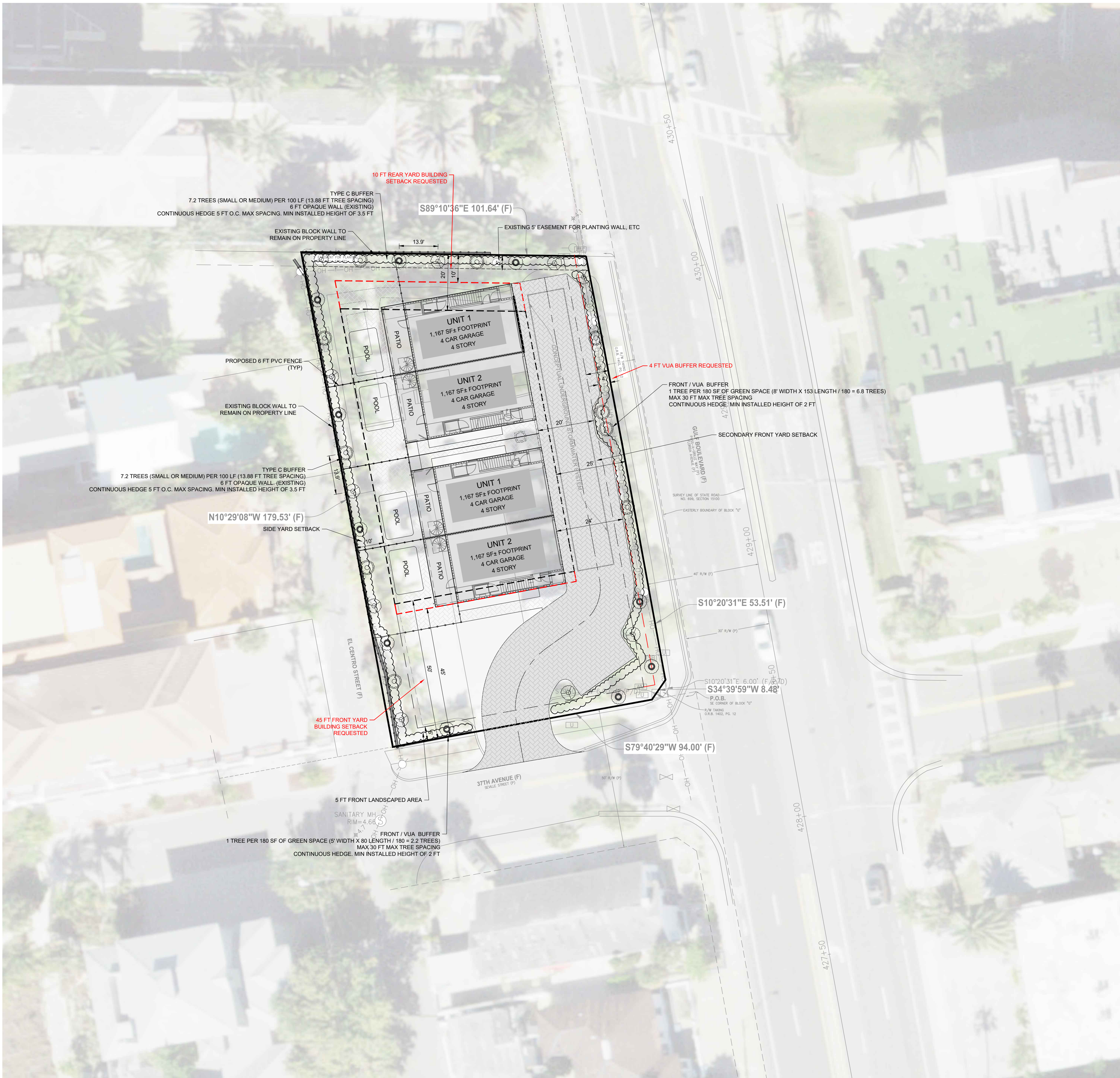
LESS THAT PORTION LYING WITHIN 40 FEET OF THE SURVEY LINE OF STATE ROAD NO. 699, SECTION 15.000, AS SAID SURVEY LINE IS FURTHER DESCRIBED IN DEED TO THE STATE OF FLORIDA, FILED APRIL 11, 1962, AND RECORDED IN OFFICIAL RECORDS BOOK 1402, PAGE 12, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA;

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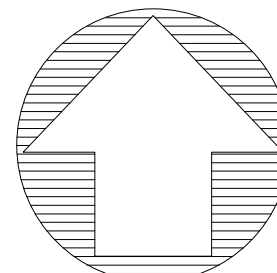
Site Data Table	
PROJECT LOCATION	ST PETE BEACH, FLORIDA
PARCEL ID & ADDRESS	3700 GULF BLVD, ST PETE BEACH 07-32-16-21852-028-0001
PROPERTY AREA	0.39 AC (16,956 SF±)
FLU	RFM-RESORT FACILITIES MEDIUM
ZONING	RFM
CURRENT USE	VACANT - RESTAURANT, CAFETERIA
PROPOSED USE	TRANSIENT ACCOMMODATION
MAX DENSITY	30 UNITS PER ACRE
PROPOSED DENSITY	30' 0.39 = 11.7 UNITS
MAX ISR	4 UNITS
MAX BUILDING HEIGHT	50 FEET
MIN GREEN SPACE	30% = 5,086 SF
BUILDING SETBACKS	5,400 SF± GREEN PROPOSED FRONT = 50 FT SECONDARY FRONT YARD = 25 FT SIDE YARD TEN PERCENT OF THE LOT WIDTH: MINIMUM TEN FEET ± 0.10' 10 FT ± 9 FT SIDE YARD = 10 FT REAR YARD = 20 FT
PARKING REQUIRED	SINGLE FAMILY ATTACHED
PARKING PROPOSED	2 SPACES/UNIT 2 GARAGE SPACES PER UNIT ± 1 GUEST SPACE
FEMA FLOODPLAIN	COASTAL AE - ELEVATION 9 MAP 12103C0276H - EFF. 8/24/2021
UTILITIES	PINELLAS COUNTY
WATER	CITY OF ST PETE BEACH
SEWER	
EXISTING SITE AREA	
TOTAL PROPERTY AREA	0.39 AC (16,956 SF±)
EX BUILDING	1,431 SF±
EX ASPHALT & SIDEWALK	8,803 SF±
EX IMPERVIOUS TOTAL	10,234 SF± (60%)
EX OPEN SPACE (PERVIOUS)	6,722 SF± (40%)
PROP SITE AREA	
PROP BUILDING	4,668 SF±
PROP ASPHALT & SIDEWALK	2,382 SF±
PROP IMPERVIOUS TOTAL	7,050 SF± (42%)
PERMEABLE DRIVEWAYS	4,688 SF±
PROPOSED PERVIOUS	9,906 SF± (58%)
IMPERVIOUS DIFFERENCE	10,234 SF± - 7,050 SF± = 3,184 SF = 3,184 SF REDUCTION

VARIANCE SITE PLAN

PARCEL ID: 07-32-16-21852-028-0001 ADDRESS: 3700 GULF BLVD, ST PETE BEACH



**BAYSITE
ENGINEERING LLC**
2054 CENTRAL AVENUE
ST. PETERSBURG, FL 33712
PHONE: 813.679.9918
EMAIL: ELY@BAYSITEENG.COM
ENGINEERING COA No. 36684



0 10 20 40
1"=20'

REVISION DATE:

COMPANY # 009-01-101

PROJECT:

GULF & 37TH VBROS
ADDRESS: 3700 GULF BLVD, ST PETE BEACH
PARCEL ID: 07-32-16-21852-028-0001

CLIENT:

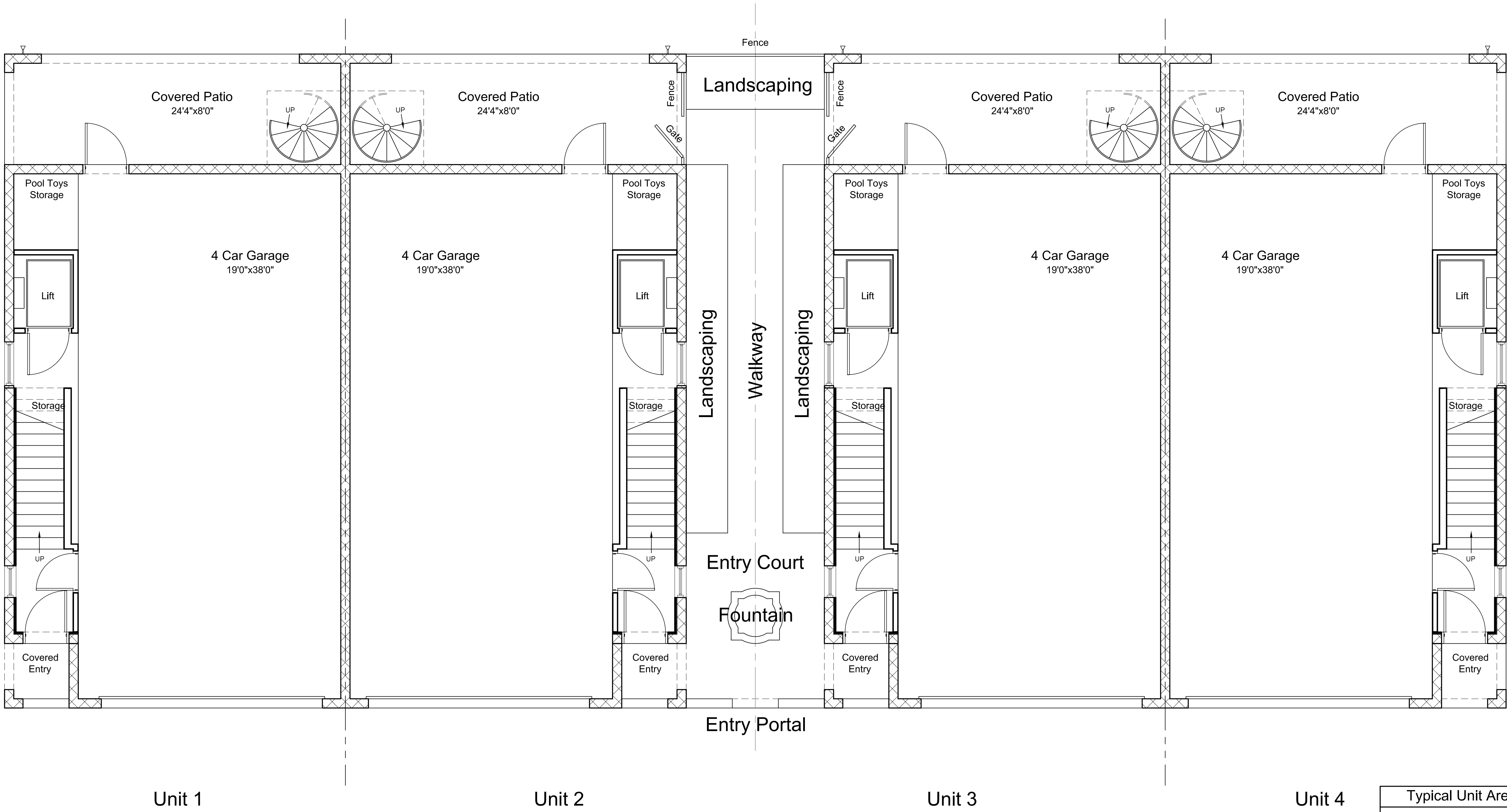
PRIME STR. LLC
1401 8TH AVE W
BRADENTON, FL 34205
CONTACT: CASEY SANDERS
813-382-8766

DRAWING:

VARIANCE PLAN

SHEET:

C-1.0



Total Area Tabulation All Units	
LIVING AREA:	
GRADE LEVEL:	500 SqFt
1ST FLOOR:	3880 SqFt
2ND FLOOR:	4672 SqFt
3RD FLOOR:	3520 SqFt
TOTAL LIVING AREA:	12,572 SqFt
GARAGE:	3292 SqFt
TOTAL ENCLOSED:	15,864 SqFt
FRONT PORCH:	88 SqFt
BACK PORCH:	788 SqFt
FRONT BALCONY:	204 SqFt
REAR BALCONY:	788 SqFt
TOTAL UNDER ROOF:	17,732 SqFt

Typical Unit Area Tabulation	
LIVING AREA:	
GRADE LEVEL:	125 SqFt
1ST FLOOR:	970 SqFt
2ND FLOOR:	1168 SqFt
3RD FLOOR:	880 SqFt
TOTAL LIVING AREA:	3143 SqFt
GARAGE:	823 SqFt
TOTAL ENCLOSED:	3966 SqFt
FRONT PORCH:	22 SqFt
BACK PORCH:	197 SqFt
FRONT BALCONY:	51 SqFt
REAR BALCONY:	197 SqFt
TOTAL UNDER ROOF:	4433 SqFt

Project No. APC-2345 Scale: 1/4"=1'-0"

0' 1' 2' 4' 6' 10'

Gulf Boulevard Villas
3700 Gulf Boulevard
St. Pete Beach, Florida

Date Issued: 12-28-23	
No.:	Revision:
Date:	

Grade Level Floor Plans

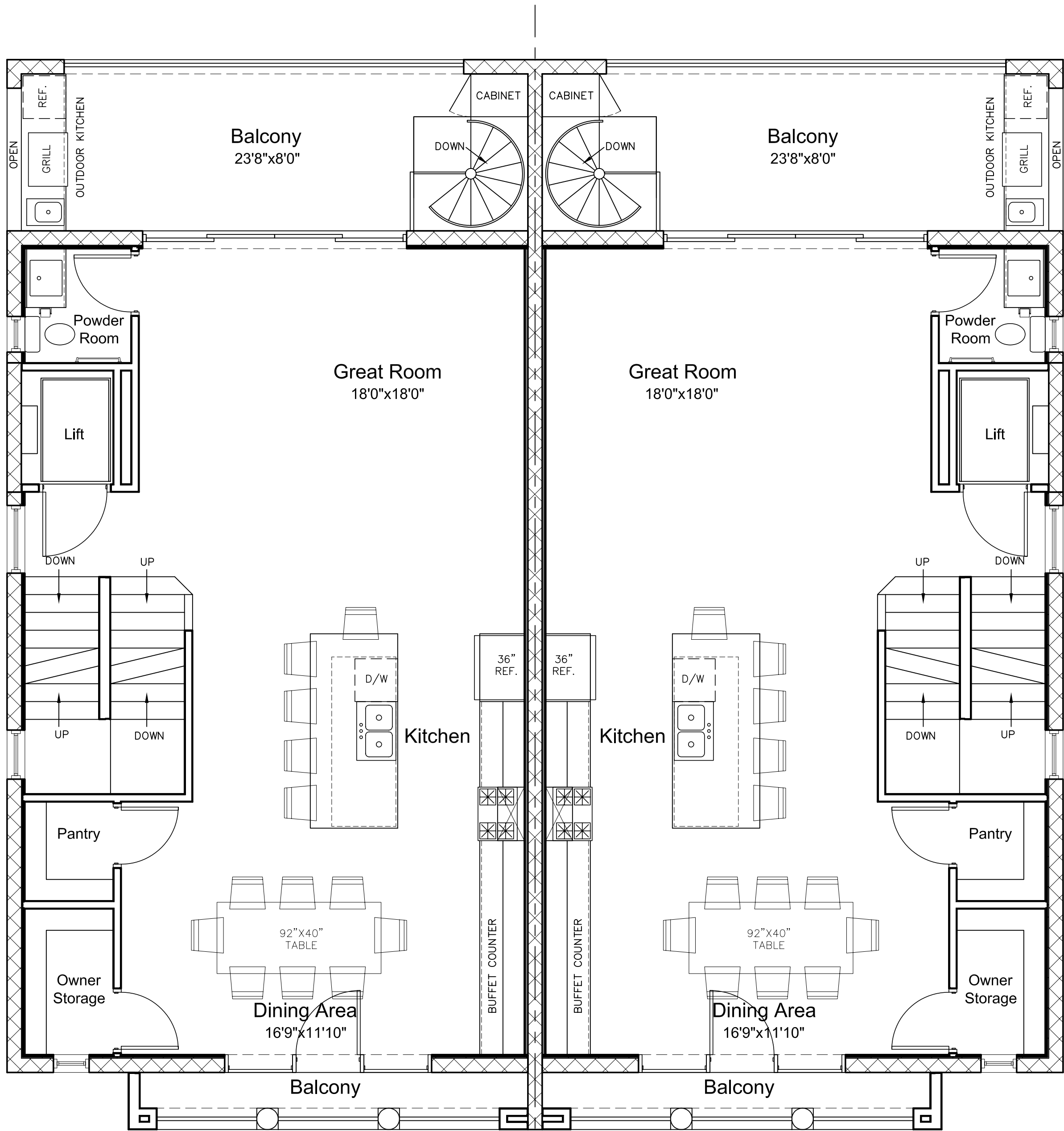
ALDERMAN Planning

COMPANY

Phone: 813.833.5161
617 Marshall Street, Lexington, VA 24450

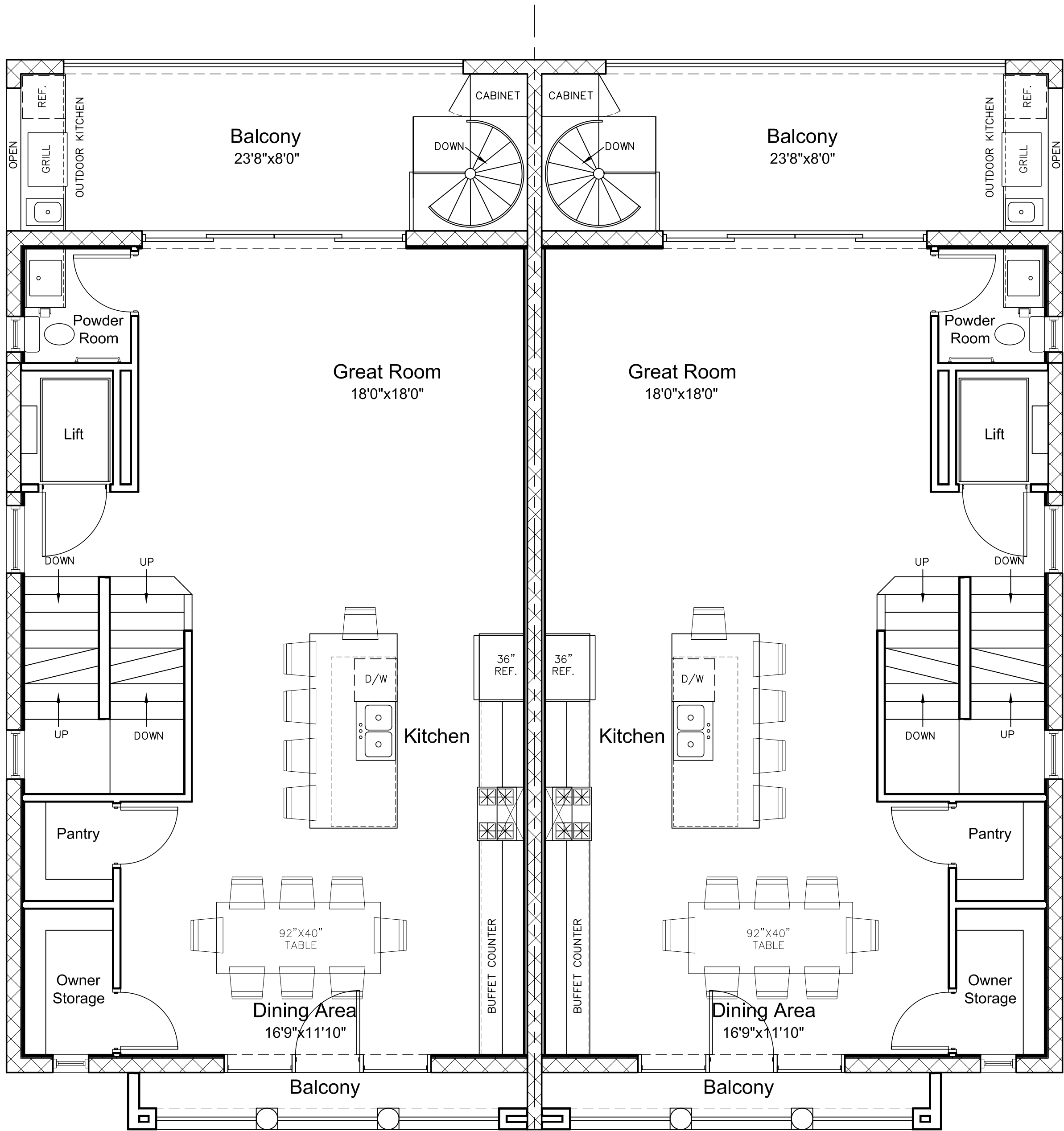
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Unit 1

Unit 2



Unit 3

Unit 4

Total Area Tabulation All Units	
LIVING AREA:	
GRADE LEVEL:	500 SqFt
1ST FLOOR:	3880 SqFt
2ND FLOOR:	4672 SqFt
3RD FLOOR:	3520 SqFt
TOTAL LIVING AREA:	12,572 SqFt
GARAGE:	3292 SqFt
TOTAL ENCLOSED:	15,864 SqFt
FRONT PORCH:	88 SqFt
BACK PORCH:	788 SqFt
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REAR BALCONY:	788 SqFt
TOTAL UNDER ROOF:	17,732 SqFt

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TOTAL UNDER ROOF:	4433 SqFt

Project No. APC-2345 Scale: 1/4"=1'-0"

0' 1' 2' 4' 8' 16'

Gulf Boulevard Villas
3700 Gulf Boulevard
St. Pete Beach, Florida

Date Issued: 12-28-23	
No.:	Revision:
Date:	

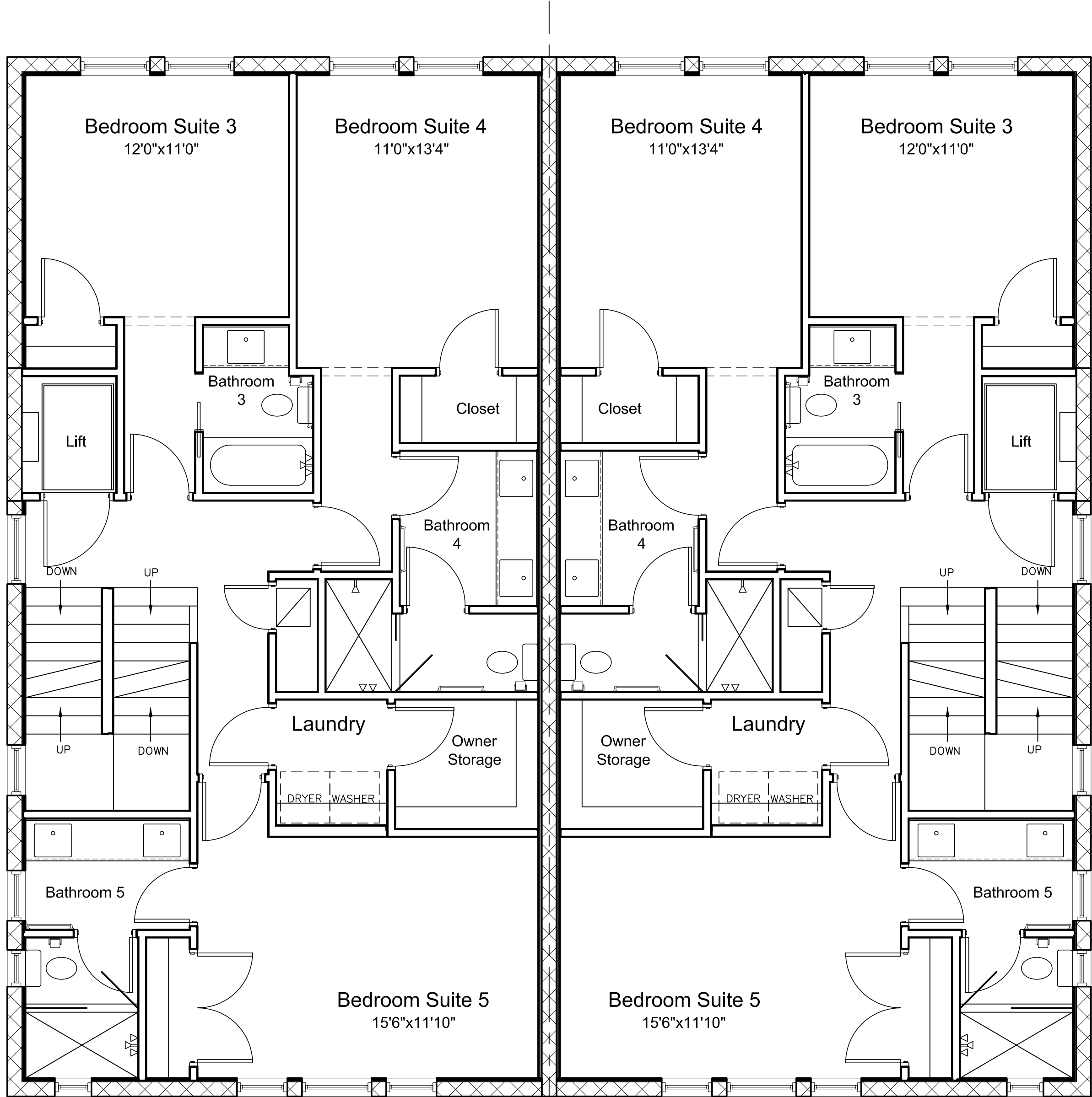
1st Floor Plans

ALDERMAN Planning
COMPANY
Phone: 813.833.5161
617 Marshall Street, Lexington, VA 24450

Sheet

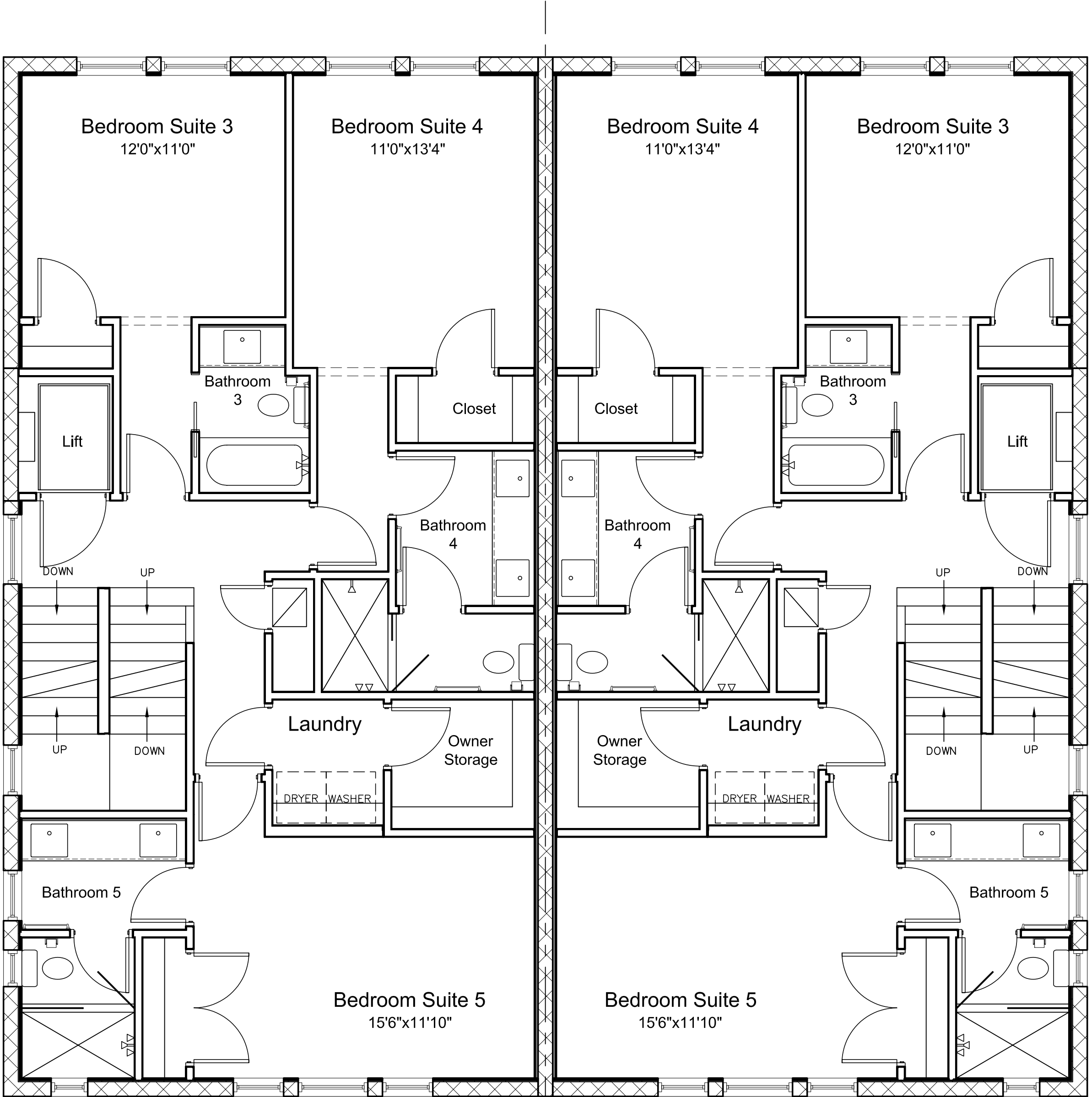
A.1.1

Total Area Tabulation All Units	
LIVING AREA:	
GRADE LEVEL:	500 SqFt
1ST FLOOR:	3880 SqFt
2ND FLOOR:	4672 SqFt
3RD FLOOR:	3520 SqFt
TOTAL LIVING AREA:	12,572 SqFt
GARAGE:	3292 SqFt
TOTAL ENCLOSED:	15,864 SqFt
FRONT PORCH:	88 SqFt
BACK PORCH:	788 SqFt
FRONT BALCONY:	204 SqFt
REAR BALCONY:	788 SqFt
TOTAL UNDER ROOF:	17,732 SqFt



Unit 1

Unit 2



Unit 3

Unit 4

Typical Unit Area Tabulation	
LIVING AREA:	
GRADE LEVEL:	125 SqFt
1ST FLOOR:	970 SqFt
2ND FLOOR:	1168 SqFt
3RD FLOOR:	880 SqFt
TOTAL LIVING AREA:	3143 SqFt
GARAGE:	823 SqFt
TOTAL ENCLOSED:	3966 SqFt
FRONT PORCH:	22 SqFt
BACK PORCH:	197 SqFt
FRONT BALCONY:	51 SqFt
REAR BALCONY:	197 SqFt
TOTAL UNDER ROOF:	4433 SqFt

Project No. APC-2345

Scale: 1/4"=1'-0"

0'

1'

2'

4'

8'

16'

Gulf Boulevard Villas

3700 Gulf Boulevard

St. Pete Beach, Florida

Date Issued: 12-28-23	
No.:	Revision:
Date:	

2nd Floor Plans

ALDERMAN Planning

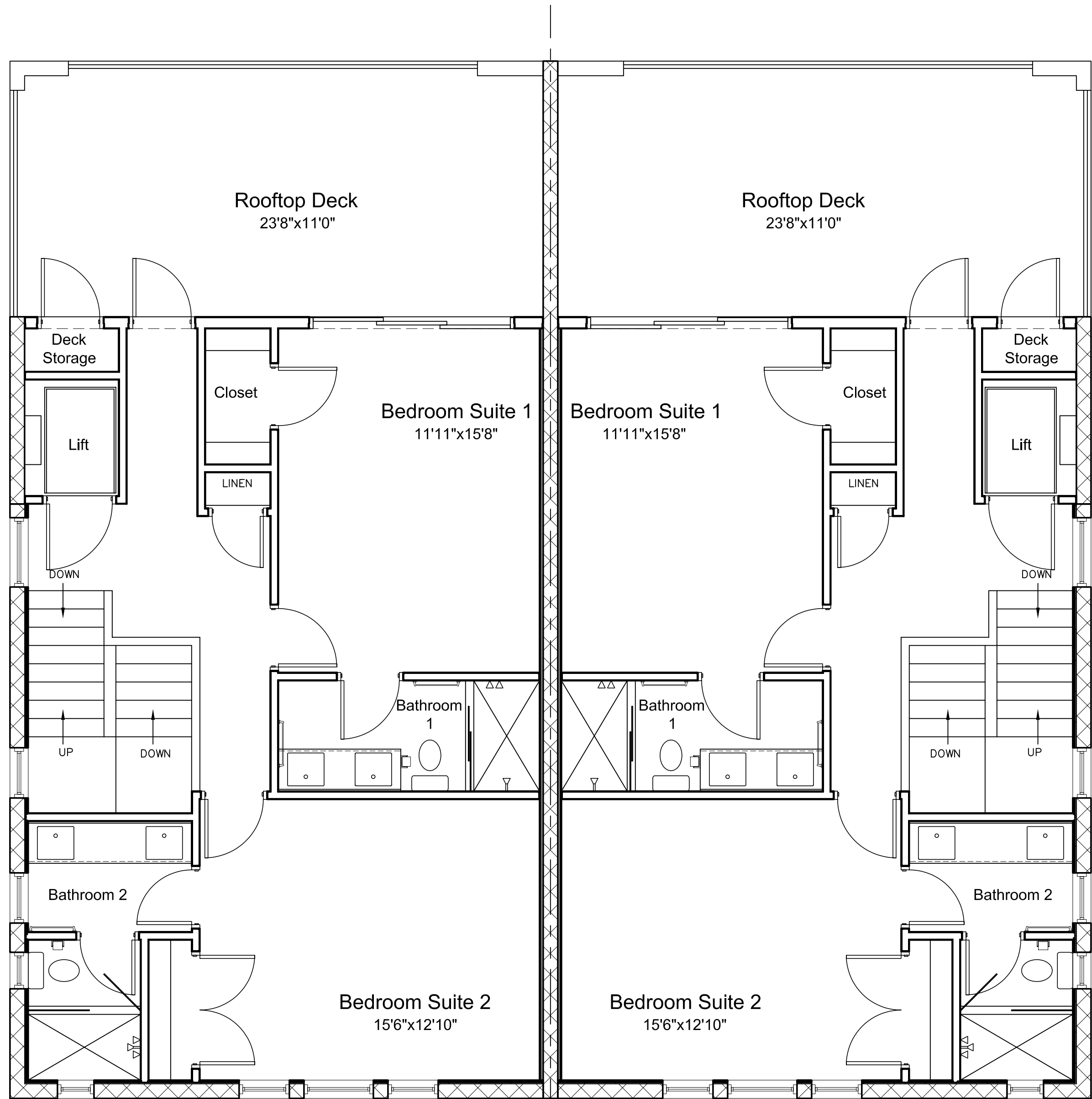
COMPANY

Phone: 813.833.5161

617 Marshall Street, Lexington, VA 24450

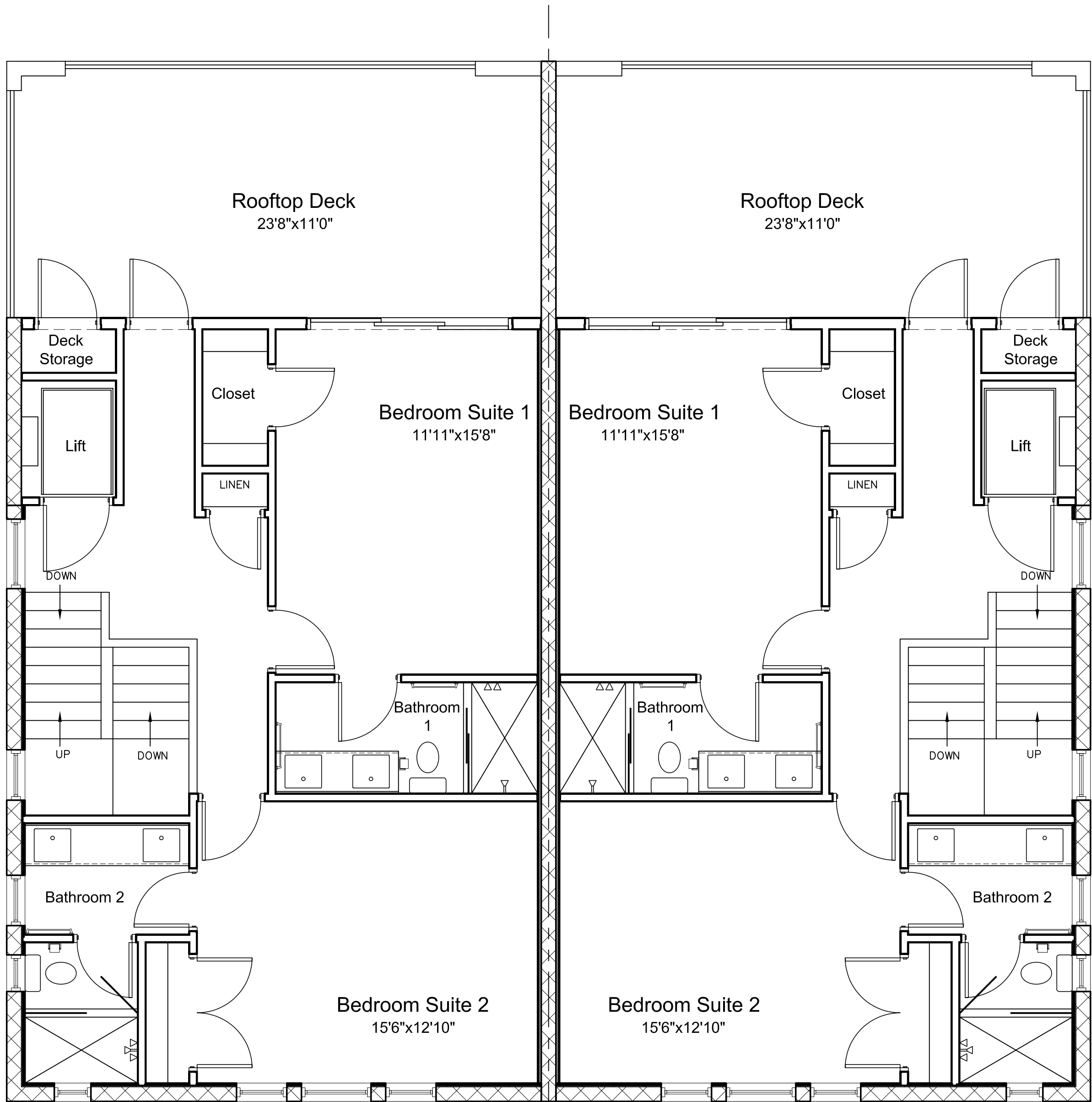
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A.1.2



Unit 1

Unit 2



Unit 3

Unit 4

Project No. APC-2345 Scale: 1/4"=1'-0"

Gulf Boulevard Villas
3700 Gulf Boulevard
St. Pete Beach, Florida

Date Issued: 12-28-23

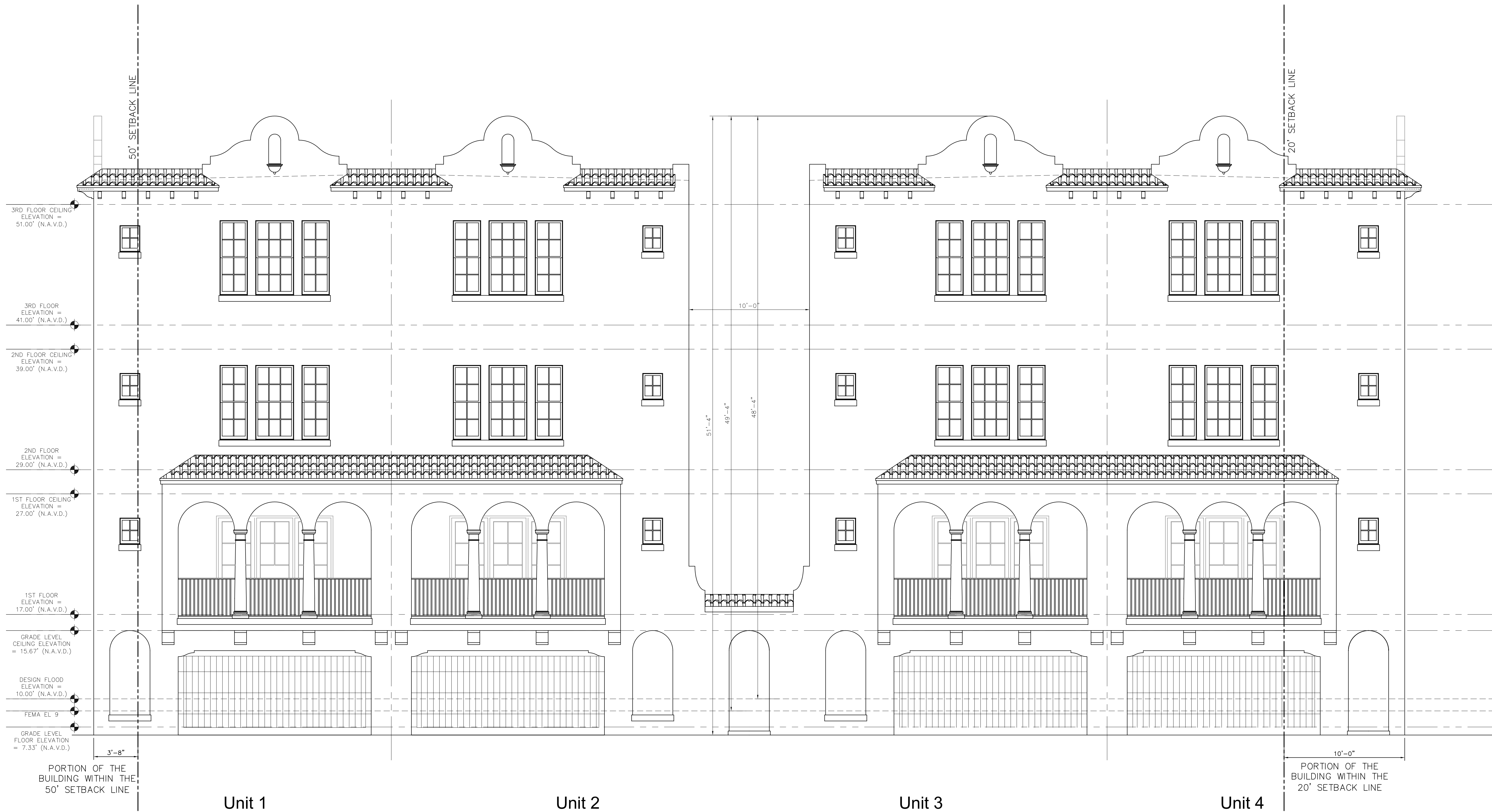
No.	Date	Revision

3rd Floor Plans

ALDERMAN Planning
COMPANY
Phone: 813.833.5161
617 Marshall Street, Lexington, VA 24450

Sheet

A.1.3



Project No. APC-2345 Scale: 1/4"=1'-0"

Gulf Boulevard Villas
3700 Gulf Boulevard
St. Pete Beach, Florida

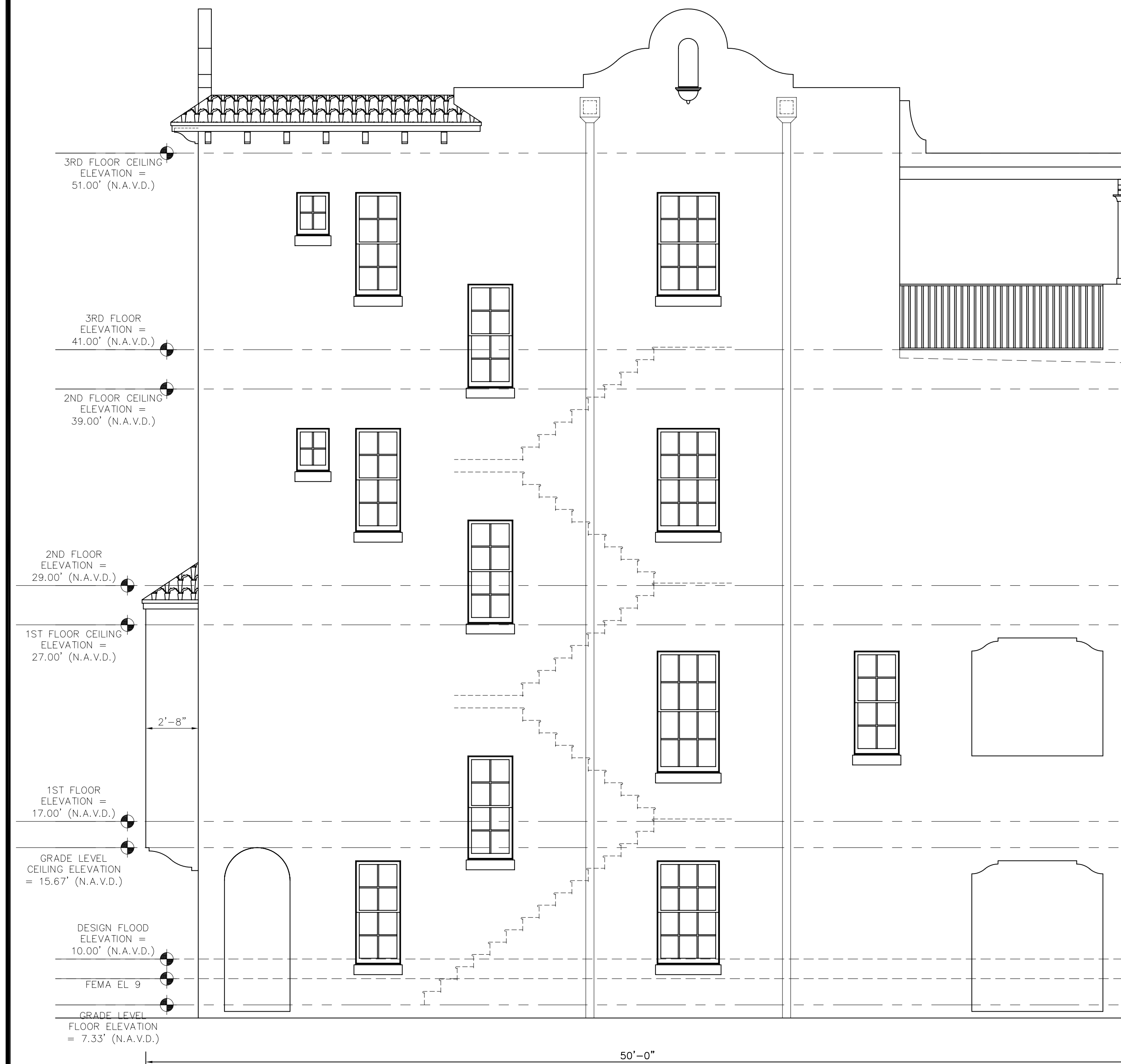
Date Issued: 12-28-23		Revision:	
No.:	Date:	No.:	Date:

Front Elevation

ALDERMAN Planning
COMPANY
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617 Marshall Street, Lexington, VA 24450

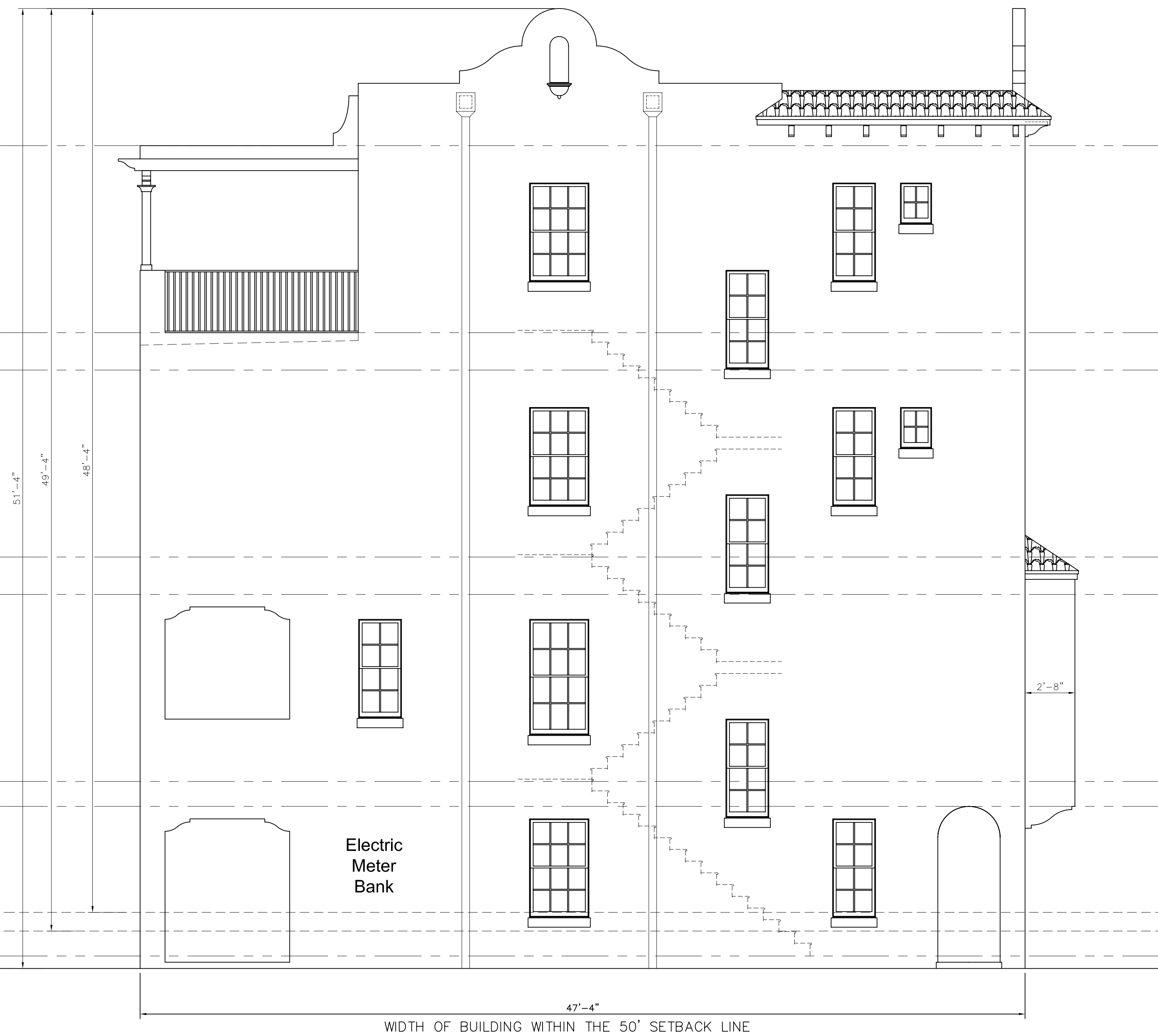
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A.2.1



Unit 4

Right Side (Northerly) Elevation



Unit 1

Left Side (Southerly - 37th Avenue) Elevation



Gulf Boulevard Villas
3700 Gulf Boulevard
St. Pete Beach, Florida

Date Issued: 12-28-23

Side Elevations

ALDERMAN Planning

Phone: 813.833.5161
617 Marshall Street, Lexington, VA 24450

Sheet

A.2.2



Rear (Westerly) Elevation

Project No. APC-2345 Scale: 1/4"=1'-0"

Gulf Boulevard Villas
3700 Gulf Boulevard
St. Pete Beach, Florida

Date Issued: 12-28-23

No.: Date: Revision:

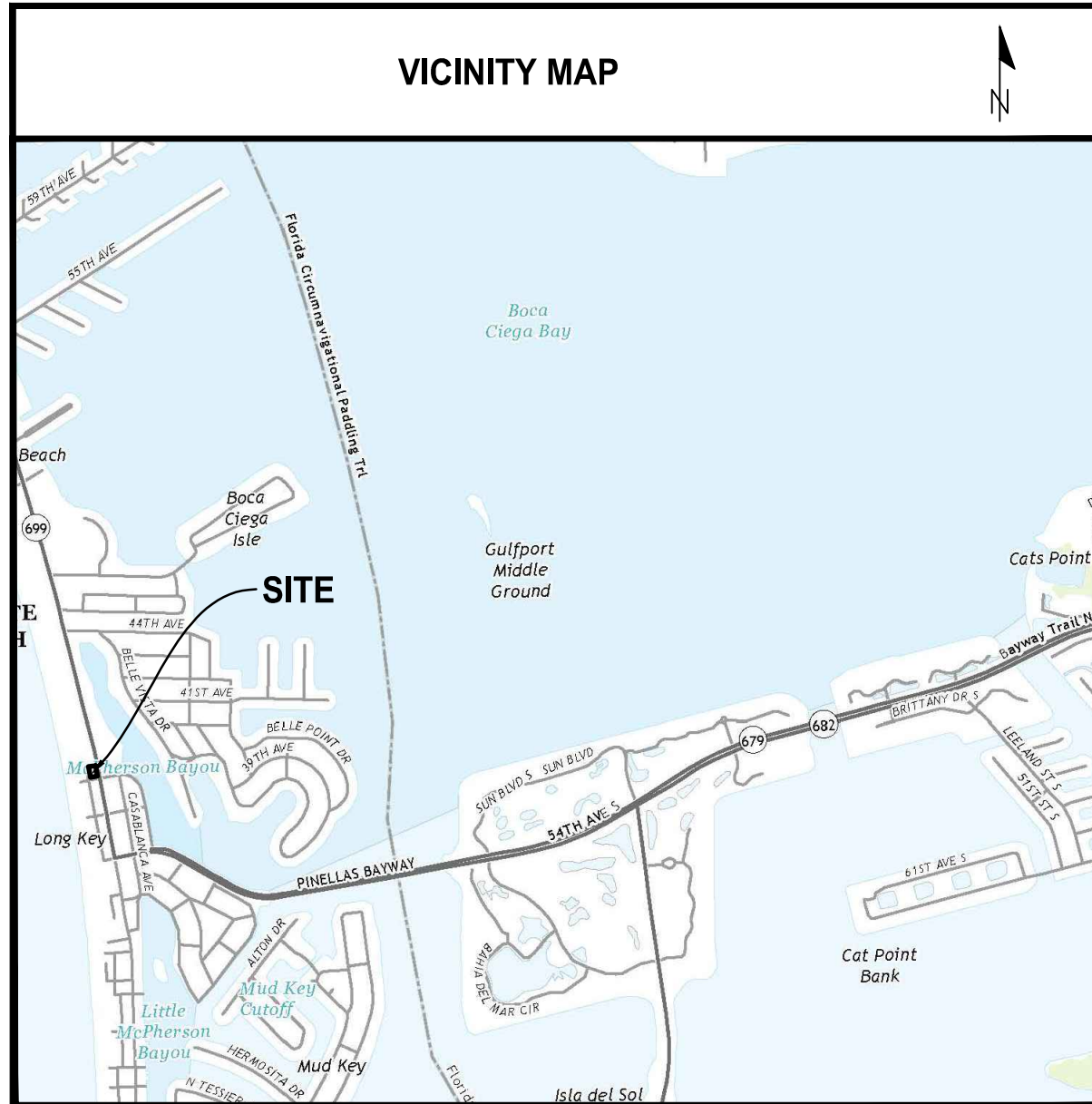
Rear Elevation

ALDERMAN Planning

Phone: 813.833.5161
617 Marshall Street, Lexington, VA 24450

Sheet

A.2.3



DESCRIPTION:

THE PART OF BLOCK "G" OF DON CE-SAR PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE(S) 15-20, INCLUSIVE, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: STARTING AT THE INTERSECTION OF THE NORTHERLY BOUNDARY OF 37TH STREET (FORMERLY KNOWN AS SEVILLE STREET) AND THE WESTERLY BOUNDARY OF GULF BOULEVARD (FORMERLY KNOWN AS PASS-A-GRIFFE WAY AND FLORIDA AVE.), SAID POINT BEING OTHERWISE DESCRIBED AS THE SOUTHEASTERLY CORNER OF SAID BLOCK "G", AS A POINT OF BEGINNING; RUN THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID BLOCK "G", A DISTANCE OF 110 FEET TO A POINT; THENCE RUN NORTHERLY PARALLEL TO THE EAST BOUNDARY LINE OF SAID BLOCK "G" TO A POINT ON THE NORTH BOUNDARY LINE OF SAID BLOCK "G" A DISTANCE OF 178 FEET MORE OR LESS; THENCE EASTERLY ALONG THE NORTHERLY BOUNDARY OF SAID BLOCK "G" TO THE INTERSECTION OF THE NORTHERLY BOUNDARY OF SAID BLOCK "G" AND THE WESTERLY BOUNDARY OF GULF BOULEVARD (FORMERLY KNOWN AS PASS-A-GRIFFE WAY AND FLORIDA AVE.), SAID POINT BEING OTHERWISE DESCRIBED AS THE NORTHEASTERLY CORNER OF SAID BLOCK "G", A DISTANCE OF 122.26 FEET MORE OR LESS; THEN SOUTHERLY ALONG THE EASTERLY BOUNDARY OF SAID BLOCK "G", TO THE POINT OF BEGINNING;

LESS THAT PORTION LYING WITHIN 40 FEET OF THE SURVEY LINE OF STATE ROAD NO. 699, SECTION 15100, AS SAID SURVEY LINE IS FURTHER DESCRIBED IN DEED TO THE STATE OF FLORIDA, FILED APRIL 11, 1962, AND RECORDED IN OFFICIAL RECORDS BOOK 1402, PAGE 12, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA;

ALSO LESS THAT PORTION LYING WITHIN THE FOLLOWING METES AND BOUNDS DESCRIPTION: BEGIN ON THE EASTERLY EXTENSION OF THE NORTHERLY BOUNDARY OF LOT 9, BLOCK 4, SAID SUBDIVISION, AT A POINT 140.02 FEET EASTERLY OF THE WESTERNMOST CORNER OF SAID LOT 9, RUN THENCE NORTH 10°20'31" WEST, 50.00 FEET; THENCE SOUTH 79°40'29" WEST 40 FEET TO A POINT OF BEGINNING, CONTINUE THENCE SOUTH 79°40'29" WEST, 6 FEET; THENCE NORTH 34°39'59" EAST, 8.49 FEET; THENCE SOUTH 10°20'31" EAST, 6 FEET TO THE POINT OF BEGINNING.

NOTES:

- BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM [WEST ZONE] NAD 83/2011 - EPOCH 2010.0000 AND ARE DERIVED FROM THE WESTERLY RIGHT-OF-WAY LINE OF GULF BOULEVARD HAVING A BEARING OF S10°20'31"E.
- THE PROPERTY LIES WITHIN FLOOD ZONE "AE" AS SHOWN ON FLOOD INSURANCE RATE MAP PANEL No. 12103C0278H REVISED 8/24/2021. BASE FLOOD ELEVATION = 9 FEET.
- THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL THE ENCUMBRANCES ON THE PROPERTY.
- BEARINGS AND DISTANCES ARE FIELD MEASUREMENTS UNLESS NOTED OTHERWISE.
- THIS SURVEY IS FOR THE EXCLUSIVE USE AND CERTIFIED TO PRIME STR. LLC. RE-USE OF THIS SURVEY FOR PURPOSES OTHER THAN INTENDED, WITHOUT WRITTEN VERIFICATION WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO ON THIS SURVEY.
- PORTIONS OF THIS SURVEY WERE UNDERTAKEN USING A TRIMBLE R12 GPS SYSTEM IN REAL TIME KINEMATIC MODE BASED ON THE FLORIDA PERMANENT REFERENCE NETWORK.
- IMPROVEMENTS SUCH AS, BUT NOT LIMITED TO, FOUNDATIONS, SUBSURFACE IMPROVEMENTS AND LANDSCAPE FEATURES, ETC., HAVE NOT BEEN LOCATED EXCEPT AS SHOWN THERE MAY BE SOME AREAS NOT PHYSICALLY LOCATED OR SHOWN THAT LIE WITHIN THE BOUNDS OF THIS SURVEY THAT MAY BE TERMED JURISDICTIONAL BY VARIOUS GOVERNMENT AGENCIES.
- TREES 4 INCHES IN DIAMETER OR LESS WERE NOT LOCATED.
- UTILITIES SHOWN ARE ABOVE GROUND EVIDENCE ONLY. NO EXCAVATION OR UTILITY LOCATING SERVICES WERE PERFORMED TO VERIFY THE LOCATION OF UTILITIES.
- OWNERSHIP OF FENCING WAS NOT DETERMINED.
- SITE ELEVATION IS NAVD 1988. ELEVATIONS ARE BASED ON NGS BENCHMARK "196" (PID #AG0101) HAVING AN ELEVATION OF 3.24 NAVD 1988 AND ELEVATION OF 4.16 NGVD 1929. THE DIFFERENCE WAS COMPUTED UTILIZING VERTCON (NORTH AMERICAN VERTICAL DATUM CONVERSION) WHICH IS A GEODETIC TOOL, PROVIDED BY NGS, THAT COMPUTES THE MODELED DIFFERENCES IN ORTHOMETRIC HEIGHT BETWEEN NAVD 1988 AND NGVD 1929.
- ADDRESS: 3700 GULF BLVD, SAINT PETE BEACH, FL 33706
- THIS SURVEY IS NOT VALID IF PRINTED, OR WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LEGEND

- UTILITIES
- UTILITY BOX
 - TELEPHONE PEDESTAL
 - UTILITY POLE
 - TRAFFIC SIGNAL BOX
 - WATER METER
 - BACK FLOW PREVENTER
 - WATER VALVE
 - IRRIGATION VALVE
 - ELECTRIC BOX

- TREES & BRUSH
- OAK TREE
 - PALM TREE
 - PINE TREE
 - ORNAMENTAL TREE
 - UNKNOWN TREE

- MISCELLANEOUS
- HANDICAP PARKING
 - SIGN POST

HATCHING

- CONCRETE
- ASPHALT
- BUILDING

LINE TYPE

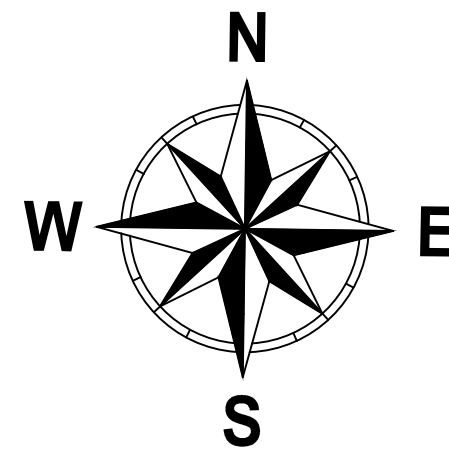
- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- MISCELLANEOUS OVERHEAD UTILITY LINE
- CHANLINK FENCE
- VINYL FENCE

ABBREVIATIONS

- | | |
|---------|----------------------------------|
| P.O.B. | POINT OF BEGINNING |
| Δ | DELTA (CENTRAL ANGLE) |
| R | RADIUS |
| L | ARC LENGTH |
| CB | CHORD BEARING |
| R/W | RIGHT-OF-WAY |
| O.R.B. | OFFICIAL RECORDS BOOK |
| C.B. | CONDOMINIUM BOOK |
| P.B. | PLAT BOOK |
| PG | PAGE |
| (P) | PLAT DATA |
| (D) | DEED DATA |
| (F) | FIELD DATA |
| NAD | NORTH AMERICAN DATUM |
| NAVD | NORTH AMERICAN VERTICAL DATUM |
| NGVD | NATIONAL GEODETIC VERTICAL DATUM |
| LB | LICENSED BUSINESS |
| PSM | PROFESSIONAL SURVEYOR & MAPPER |
| LS | LICENSED SURVEYOR |
| SQ. FT. | SQUARE FEET |
| ± | MORE OR LESS |



ADDRESS: 3735 2ND AVENUE NORTH
SAINT PETERSBURG, FL 33713
PHONE: 727-685-6045
EMAIL: brlauster@lilsurvey.org
LB8466



SCALE: 1:10

NAD 83/2011

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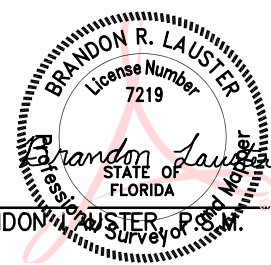
BOUNDARY, TOPOGRAPHY, & TREE SURVEY

PINELLAS COUNTY, FLORIDA
SECTION 7, TOWNSHIP 32 SOUTH, RANGE 16 EAST

REVISION	BY	DATE	FIELD BY	HDS	DATE	SHEET	XX	XX

FLORIDA CERTIFICATE No. LS 7219
DATE OF CERTIFICATION 12-20-2023
DATE OF FIELD SURVEY 12-20-2023

BY:







January 16, 2024

City of St. Pete Beach - Planning Department
155 Corey Avenue
St. Pete Beach, FL

Re: Transmittal letter - GULF & 37TH VBROs
UNNECESSARY AND UNDUE HARDSHIP VARIANCE APPLICATION
Parcel ID: 07-32-16-21852-028-0001
Address: 3700 Gulf Blvd, St Pete Beach, FL 33706

Dear Mr. Berry & Ms. Coman,

We are submitting an Unnecessary and Undue Hardship Variance Application for the project, GULF & 37TH VBROs, on behalf of our client Casey Sanders for review and approval by the City of St. Pete Beach. Project includes redevelopment of a vacant restaurant site into a transient single family attached accommodation. Project includes four (4) Units spilt between two (2) duplex buildings along with drive aisle, stormwater management system, and landscape buffers. Access will be provided off 37th Ave in the location of the current driveway.

Variance request includes relief from sec.14.7.(b)(1), to reduce the front yard setback from 50ft to 45ft, sec.14.7.(b)(4), to reduce the rear yard setback from 20ft to 10ft, and sec. 22.7.(b)(1), to reduce the vehicle use area buffer from 8ft to 4ft. This request is due to the perceived unnecessary and undue hardship to the property based on the property's particular size and configuration and underlying zoning. The approval will allow for a development more in line with the neighboring properties and overall zoning objectives.

Included in this package are the following documents:

- Project Narrative (above)
- Variance Application
 - Legal Description
- (7) Variance Site Plan
- (2) Survey
- Conceptual Elevations & Floor Plans
- Conceptual Elevation Rendering
- Agent Authorization Form
- Site Data Table – with ISR Calculations
- Application Fee - \$500
- Mailing Fee – TBD
- CD – digital copy of all documents.
- Response to Preliminary Comments (Below)

Response to Preliminary Comments

1. We need scalable hard copies of all documents;

Response: Printed scalable documents submitted and included in digital form on submitted CD.

2. Please provide a short narrative description of what this development will entail. Based on conversations I understand it to be short-term condo lodging rentals. Typically our city does not allow for “interchangeable” units that are residential in part and lodging in part, so is there any intent for these to be occupied as permanent or seasonal residences?

Response: Units will be short-term condo lodging rentals and not permanent residential units. Narrative shown above.

3. The narrative seems to focus significantly on the comparison between the development and other properties in the same zoning district. While I understand that other properties in the RFM zoning are developed with nonconforming structures, they are still subject to the same regulations as your development when it comes to redevelopment, as you are proposing. I’d like to see a more significant focus on the actual hardship of the land, structure or building on your property specifically.

Response: Please see revised narrative.

4. Gulf Boulevard is 80’ wide at your property, so the front VUA should be 8’, not 6’. That does not affect the request you are making but it is affecting its magnitude.

Response: Required setback shown on revised plans as 8 ft. Project still proposed 4’. The drive aisle has been revised to only be 24’ wide at the location of the garage doors where cars will be backing up into the drive aisle. The remaining portion of the aisle will only be 20 ft wide as required. This will allow for additional plantings and green space in the VUA buffer.

5. I would like to see detail of the buffers along the eastern frontage and northern rear yard due to the encroachment. What are you planning to plant in those areas? The northern yard shows ten feet of space but there is hardscape within it. How can a Type C buffer be accommodated in less than ten feet of space?

Response: Detail added to the plan to show the amount of trees and shrubs needed for each buffer. Hardscape sidewalk, building wall detail, and large portion of drive aisle removed from northern 10 ft type C Buffer. The trees planted in the front VUA buffer will have to be understory trees due to the above overhead wires. The 4 ft should be sufficient planting space for the understory trees and 2 ft continuous hedge. The number of plantings for the buffer was based on the 8 ft width, not the proposed 4 ft width to try and be as consistent with code as possible.

6. There is a reference to an easement along the northern lot line on the site plan but it is not shown on the survey. Is there an overhead line easement present? Would that restrict the type of landscaping permitted?

Response: There is a 5 ft easement shown on the survey and now called out on the revised plans. It is referenced as a “5’ easement for planting wall, etc” on the submitted survey. 5 ft setback will be maintained to the building from referenced easement.

Please feel free to call with any questions or if any additional information is needed.

Respectfully,

Baysite Engineering, LLC.

A handwritten signature in blue ink, appearing to read "P. Ely Payne".

P. Ely Payne, P.E.
Principal

**TECHNICAL REVIEW COMMITTEE MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Action Request:

Strategic Objective:

Date: February 16, 2024

Prepared By: Brandon Berry, Planner II

Through: Jennifer McMahon, Chief Operating Officer

Summary of Issue: Applicant requests a conditional use permit to construct a six-story temporary lodging (resort condominium) development of 54 feet in height above base flood elevation containing 104 lodging units (37.7 units per acre on 2.76 acres), which is inclusive of a request for allocation of all requested lodging units from the combined Activity Center, Bayou Residential, and Town Center - Corey Circle and Coquina West temporary lodging unit density pool (LDC Sec. 42.4.(d)). The applicant further requests approval to construct a "Class A" Commercial Dock with 30 slips (LDC Sec. 42.4.(b)), and permit the operation of a roof dining and drinking area on the northern side of the resort on the sixth floor (LDC Sec. 42.4.(h)).

Funding:

Attachments:

1. Case No. 23085 - Revised Narrative (10.25.23)
2. Case No. 23085 - Amendment to Revised Narrative (11.06.23)
3. Case No. 23085 - Original Application
4. Case No. 23085 - Site and Floor Plans
5. Case No. 23085 - Renderings
6. Case No. 23085 - Survey

NARRATIVE

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 (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.

Response:

Waterfront Projects typically create a barrier of Parking and/or Landscaping within their Side Yard Setbacks, inhibiting intended view corridors and further denying Public Access, Views and Use of the Resort Facilities. The Windward Pass Resort project has exceptionally large (60ft) Setbacks which preserves Views and creates Paths for continued Public enjoyment of the Property. Its Side Yard and Waterfront Setbacks provide and promote a continuous path for Public Access with low profile Side Yard Areas, Public Waterfront Walkways with Seating Areas, as well as creating a new and accessible Resort Facility not typical within the Pinellas County Beach Communities.

*The Design provided **creates** a Public Waterfront Access to Features and Seating Areas. Side Yard Setbacks have low profile features with pervious surfaces to underground Drainage Retention under nonstructural elements, that respect and create Side Yard open view corridors, not Setbacks filled with unattractive paved Parking Lots blocking access and view corridors.*

This Site is located in the Bayou Residential District is a long and moderately varying width of land containing 2.76 acres with 671 feet of Frontage on Gulf Blvd and 731 feet Fronting on McPherson Bayou.

*This Submittal under review **requires no variances or special exceptions.***

*This proposed Project is a transitional area between numerous Beachfront high intensity commercial uses along Gulf Boulevard and lower density residential neighborhoods across the Bayou to the east. Our proposed Project is **not a High-Rise** development, but a 104 Unit Condo-Hotel Project designed at under 54'-0" above the Base Flood Elevation to the Roof Deck.*

The required building setback of 40'-0" from Gulf Boulevard features Public Park with Fountains, Landscaping and, instead of allowable Parking. All required other setbacks have been maintained on the proposed Plan.

This Mixed-Use Project encourages more comprehensive and unified development, providing a "Destination Location", reducing trip generations, increasing neighborhood pedestrian linkages with a Public Waterfront Promenade, and one curb cut along Gulf Boulevard.

There is an existing Drainage Easement, to the Bayou, that we have discussed, with Engineering upgrading and relocating to accommodate our proposed Plan. We are presently in contact with F.D.O.T. in this regard.

As planned, it proposes a 104 Unit Transient Condo Hotel with a proposed Marina along the publicly accessible Waterfront Boardwalk and full Hotel Amenities with 190 Parking Spaces which have been created in a Parking Garage to avoid parking in the Setbacks, protecting view corridors

.

The designer attempted to use the unusual shape and length of the site without Variances, within the maximum allowable height and setbacks of the prescribed building envelope. This approach created a building of visually pleasant proportions without use of an overwhelming and imposing building mass.

The Strong points of this are:

- 1. Proposed Design within Maximum available Building Height at 54'-0" above BFE.*
- 2. Creation of Public Waterfront Access through large Setbacks creating expansive View corridors.*
- 3. Public Waterfront Promenade around Site perimeter with Dockside Seating Pavilions and Seating areas.*
- 4. Public Access within Land Uses and Public Courtyard with Public Park Areas Settings along Gulf Blvd.*
- 5. A Marina with Public, as well as Hotel Access.*
- 6. A complete Full-Service Facility Resort with Resident accessibility.*

Our Plan Use is consistent with the goals, objectives, and policies of the City's Comprehensive Plan. The proposed Development provides a public engagement process focusing on use of Site perimeter and Seating Areas within the resort/destination environment while providing and preserving Public Access and enjoyment of the perimeter Areas and Waterfront, as well as unique Facilities and accessible Waterfront.

*We are one of the fastest growing regions in the United States. According to a study conducted by **Forward Pinellas**, Pinellas County's population is projected to increase significantly between 2023 and 2050. The county has experienced substantial growth over the past decade, with approximately **42,610 new residents**. The surrounding cities and parts of unincorporated Pinellas County have exhibited the highest rates of growth, often without engagement of Public Access.*

We are seeking to provide Visitors and existing Residents with Use of Waterfront Access typically disappearing, by not creating a barrier to Public enjoyment and providing Use of updated Facilities usually not openly accessible in existing Resort Facilities.

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;

Response:

*The proposed Resort Facility is surrounded to the South and West with Facilities that match or exceed the proposed height. However, the Setbacks on surrounding Facilities are minimal, and are generally preventing **and denying Public Access and often not providing View Corridors** of any reasonable nature.*

When most new Projects are constructed, Public Access and enjoyment of the Property and its Facilities is limited or denied.

- 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);

Response:

There are no City, State or Federally designated Historic, Scenic, Archaeological, or Cultural resources found on this Site.

- 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;

Response:

The Site is bordered by the varying adjacent developments:

- ***To the East**, approximately 200 ft to 300 ft away, across the McPherson Bayou, there are two-story and three-story Single-Family Residences, which are generally non-FEMA compliant. There is a perimeter promenade with landscaped planters and Seating Areas. The hotel building is strategically situated to shield the residents from sound from the small Waterpark, with fencing and Landscaping to assist in reducing and minimizing any noise disturbance to the Bayou residents who are presently exposed to Parking and high-level Traffic noise from Gulf Blvd..*
- ***To the North**, the properties are somewhat narrow and have dated one-story and two-story Commercial and Mixed-Family Structures facing the Bayou with extremely limited View Corridors. The proposed development is buffered to the North with fencing, Landscaping and Promenade within the 60'-0" Building Setback.*
- ***To the West** are two (2) 2-story Gulffront Motels, a 12-story Condominium complex, a 6-story Hotel and a one-story Restaurant. The proposed development allows for open water views and Gulf Blvd Public Access to landscaped green space with the proposed Courtyard introducing human scale and a place for pedestrians to rest and enjoy.*

- *To the South, the adjacent Building is a dated 5-story Apartment Building. The proposed development is Buffered with Fencing, a 5'-0" walkway and a 5'-0" wide Landscaped buffer within the 60'-0" Building Setback.*

- 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;

Response:

The proposed Resort Facility has been designed to eliminate existing noise, dust, fumes, smoke and glare of lights, and minimize significant adverse impact on livability and Use of nearby properties. It will be the first new Facility compliant with latest FEMA Regulations and all recent required enlarged Setbacks, environmentally compliant Facility as to dust, fumes, smoke, glare and odors.

The Valet and Structured Parking create a vehicular access layout Restricted Operating Hours will also avoid problems with vehicular traffic, trucks, deliveries and control of outside activities, litter, as well as 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);

Response:

The proposed Plans provide in excess of the required Parking for all proposed Uses and there are presently no factors as to street capacity, access or level of service proposed, which would push transportation and recently upgraded utilities beyond capacity.

The Site has been licensed by City and used in recent years as an unlandscaped, dusty, and poorly maintained Parking Lot with multiple outdated Gulf Blvd access.

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);

Response:

Parking, loading, truck, and service access meets and in fact, substantially exceeds City requirements. Also, replacing an unpaved and hazardous Parking Lot with Code compliant Facilities which have professionally controlled parking, truck and vehicular access. As proposed, 190 Parking Spaces (replacing at times, over 200 spaces on dirt-based Parking) is an improvement over a non-compliant poorly controlled existing Use.

Also, the ability for adding additional Parking above required, may be a rare occurrence in the future.

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

Response:

Maintaining existing conditions is not in the interest of the public, nor is it compatible with any FEMA Public Health, Safety and Environmentally Mandated Codes, Regulations, or standards and allows the Owner to utilize a Site within allowable Codes, which presently meets and provides no compliant Public Health or Welfare conditions to be preserved or which are compatible to surrounding conditions.

*The proposed Facility would be compliant to and improve on **all of these** standards.*

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,

Response:

Applicants and Landowner are financially, technically, and professionally capable of completing all required elements of Construction and Operation of the proposed improvements.

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.

Response:

The proposed Use complies with, exceeds, and provides elements that comply and exceeds all applicable Requirements and Regulations of the City of St. Pete Beach, as outlined in the applicable BR Zoning.

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 telecommunication services.

Response:

We have confirmed availability of Utility Infrastructure, Sanitary, Reclaimed Water, Potable Water, Electric and Natural Gas Services, and Data Transmission and Telecommunication Services with our Civil Engineers and City Records and Officials.

2. 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.

Response:

The proposed project has been designed with a single controlled access and meets or exceeds all 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 (which exceed required minimums), loading and unloading areas, Pedestrian Transit Infrastructure and Amenities, and Public Sidewalks and Waterfront Walkways, Public Parks and Landscaped Areas buffering the roadways, instead of attempting to utilize those areas internally.

3. Hydrological features and storm water management infrastructure.

Response:

There are presently no hydrological, Stormwater or dust controls on this vacant underutilized Site. The Site Developer and their Civil Engineer will provide a complete and compliant Storm-Tech Water Retention System consisting of the latest underground Storm-Tech System.

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.

Response:

The proposed building can be characterized as a contemporary take on traditional styling, with the restrained expressions of clean lines and unadorned surfaces. Finishes incorporating stucco finish, with Stone decorative feature panels, articulation of the fenestration using balconies, tinted glass and other finish treatments commonly found in traditional contemporary vernacular which adds to the visual interest. Building colors mimic beach tones of cool blues, light greens, and whites resulting in a calming aesthetic

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

Response:

*Pursuant to **Sec. 42.8.** of the **LDC**, the maximum Impervious Surface Ratio (ISR) for all other uses, other than residential Uses: 0.85.*

The proposed Landscaping and Recreational Uses located in the Side Yard Setbacks are not invasive or Impervious as is the usual case, since Parking and paved Areas are often utilized in adjacent properties' Side Yard Setbacks.

The proposed Development's Site Landscaping and Open Space provision offers restorative areas. Public Access to green space and open water views can assist in reducing the stress of high-density living. The proposed perimeter Promenade and Courtyards introduce a place for pedestrians to rest and enjoy.

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.

Response:

The hours of operation for all outdoor Food Service will vary in openings from 8:00am to 9:00am and will end at 10:00pm. Indoor Food Service hours of operation will conform to Industry Standards, Room Service from 6:00am to 10:00pm. Typically, Food Service and Indoor Bars 11:00am to midnight.

Music will be limited and controlled to meet all City Standards as to noise volume and hours of operation.

7. Fire suppression and facility security.

Response:

***Fire suppression** - the building will be equipped with the latest premium Fire Sprinkler Systems, and top-of-the-line Fire Alarm Systems which includes (even though the building is not a High-Rise) the latest Fire Communication System in Stair Towers, as typically found in High-Rise construction.*

***Facility Security** - will begin with Professional Valet Control of On-Site Traffic with the assistance of Security Patrolling under Hotel Management by a designated 24-hour Security Officer, and Video Security Observation transmitting to multiple locations.*

8. Emergency management and hurricane evacuation provisions.

Response:

The proposed Building will become one of the few new FEMA-compliant Buildings on the Gulf Beaches designed to the most effective new Codes as to Building Elevation, Construction, Wind Mitigation, Flood Proofing, and a Storm Management plan, all of which will be part of the Safety and Emergency Management Plans, absent from most of the existing functionally outdated non-compliant Beach Buildings.

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

Response:

The proposed Building Facility is separated from existing Buildings adjacent to the North and South by a 60'-0" Side Yard Setback at each Side Yard. The adjacent Buildings have minimal Side Yard Setbacks.

The Buildings across Gulf Blvd are a minimum of 100 feet away from the proposed Development's Western property line. The Single Family Residential to

the East across McPherson Bayou, at its closest, is a minimum of approximately 200 feet from the proposed Facility.

- 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.

Response:

We are not a Gulffront project. The Florida Coastal Construction Control Line is approximately 350 feet to the West of our most Westerly Property Line, and across Gulf Blvd.

JOHN A. BODZIAK, ARCHITECT, A.I.A., P.A.

November 6, 2023

City of St Pete Beach
155 Corey Ave.
St. Pete Beach, FL 33706
ATTN: Brandon Berry - Planner II

RE: WINDWARD PASS RESORT
3815, 3855, 3859 & 3861 Gulf Blvd
- CUP - Additional Items addressed

Brandon,

Please accept these Responses, per our discussions, regarding

Class A - commercial docks (LDC Sec. 42.4.(b))

Temporary lodging use (LDC Sec. 42.4.(d))

Roof dining and drinking (LDC Sec. 42.4.(h))

Sec. 42.4. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the Bayou Residential District are as follows.

(b) Docks, commercial: Class A

In keeping with:

Pinellas County, Florida - Code of Ordinances Chapter 58 -
ENVIRONMENT ARTICLE XV. - WATER AND NAVIGATION
REGULATIONS, Sec. 58-501. – Definitions:

Commercial dock, class A means any dock, pier, wharf, or mooring field used in connection with a hotel, motel or restaurant and where the slips are not rented, leased or sold, but utilized as an enhancement to the principal function of the basic facility.

Response:

The Windward Pass Resort will be implementing Commercial Class A Docks as indicated in Sec. 5-501 Definitions where the slips will not be rented, leased or sold, but utilized as an enhancement to the principal function of the basic facility. After consideration of Public Comments and from Neighborhood across McPherson Bayou, we are no longer allowing a Jet-Ski Rental Facility in the Marina Space.

(d) Temporary Lodging with or without a commercial component, awarded on a case-by-case basis, with evaluation through criteria specified in this Code, to come from the density pool established in the Comprehensive Plan (325 available units for potential use in the Town Center Core Corey Circle, Coquina West, Activity Center, and Bayou Residential Districts).

Response:

The proposed Windward Pass Resort will not be seeking additional potential Units from the Density Pool and recognize that any Approval is subject to the

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provisions or restrictions contained within this Section and elsewhere within the Code..

- (h) Outdoor dining and/or drinking areas that provide for outdoor music, or roof dining and/or drinking areas, except as permitted in [section 39.6\(f\)](#) of this Code, subject to [section 6.24](#) of this Code as may be applicable.

Response:

See Responses to above referenced [Section 39.6\(f\)](#) and [Section 6.24](#) below.

Sec. 39.6. - Temporary lodging use operational and occupancy restrictions, limitations and prohibitions.

To ensure that temporary lodging use development authorized and approved within the Community Redevelopment District are built, function, operate, and are occupied exclusively as temporary lodging and adhere to mandatory closure and evacuation procedures, the following restrictions shall apply to temporary lodging use:

- (a) No temporary lodging unit shall be occupied as a permanent residential dwelling unit.

Response:

We Acknowledge that no Unit in the proposed Windward Pass Resort Development shall be occupied as a permanent residential dwelling unit and Units will be built, function and be occupied exclusively as temporary lodging Units and adhere to all applicable procedures and Codes.

- (b) All temporary lodging units must be offered, advertised and occupied on a temporary basis for 30 consecutive days or less for temporary lodging guests and no more than 30 days cumulatively on an annual basis for a resort condominium unit owner to ensure that any temporary lodging use does not function as a permanent residential use. The thirty days is measured beginning on the first day of any occupancy until 365 days from that date. The city may require affidavits of compliance with this requirement from each temporary lodging use and/or unit owner. Seller of temporary lodging unit shall be responsible for advising the purchaser of this requirement. Any seller of a resort condominium project or temporary lodging unit shall record a covenant in the public records of Pinellas County, Florida, agreeing to said restriction prior to conveyance.

Response:

Acknowledged and agreed that Occupancy and Use are restricted to thirty (30) days of less cumulatively an annual basis as a Resort Condominiums adhering to all temporary lodging occupancy restriction, limitations and prohibitions per Sec 39.6.

- (c) Temporary lodging units shall not qualify or be used for homesteading purposes or home occupational licensing.

Response:

Acknowledged. Units shall not qualify or be used for homesteading purposes or home occupational licensing.

- (d) All temporary lodging units must be included in the inventory of units that are available within a temporary lodging use.

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Response:

Acknowledged. All temporary lodging units will be included in the inventory of units that are available for Occupancy and Rental within a temporary lodging use.

- (e) Conversion of a temporary lodging unit to permanent residential unit shall be prohibited unless the conversion is in compliance with the density and intensity standards and regulations applicable to the property and all other required city approvals are obtained prior to the conversion and provided said conversion does not violate any other legally enforceable agreement or restriction, law or local ordinance prohibiting such conversion.

Response:

There will be no conversion of temporary lodging units to permanent residential units.

- (f) A temporary lodging use may include accessory uses, such as recreational facilities, restaurants, bars, personal service uses, retail uses, meeting space, fitness centers, spa facilities, parking structures, affordable housing or other workforce living accommodations, and other uses commonly associated with temporary lodging uses. New outdoor dining and/or drinking areas associated with accessory restaurants and bars shall be permitted to provide for outdoor music, provided that the area meets all of the yard requirements for the property and the property does not abut a single- or two-family residential development or a residential development outside of the Community Redevelopment District, in which case any new outdoor dining and/or drinking area shall require a conditional use permit subject to Division 4 of this Code. Any new or expanded roof dining and/or drinking area shall also require a conditional use permit subject to Division 4 of this Code.

Response:

The temporary lodging accessory uses, such as recreational facilities, restaurants, bars, personal service uses, retail uses, meeting space, fitness centers, spa facilities, parking structures, including the outdoor dining and/or drinking areas associated with the accessory restaurants and bars that will provide outdoor music, will be in accordance with Sec. 6.24.

The proposed project development area meets all of the yard requirements for the property development. The property does not abut a single- or two-family residential development or a residential development outside of the Community Redevelopment District.

Applicant acknowledges that any new outdoor dining and/or drinking area shall require a conditional use permit subject to Division 4 of this Code. Any new or expanded roof dining and/or drinking area shall also require a conditional use permit subject to Division 4 of this Code and comply with all applicable regulations as to Music, Noise control, Licensing and Limits and Regulations per Division 4 of this Code.

- (g) Proper licensing, including occupational licensing, by the state, county and local government and agencies, shall be required of all temporary lodging uses through

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all applicable agencies that license hotels and motels prior to any certificate of occupancy being issued. All licenses must be kept current.

Response:

Acknowledged. All applicable segments of the Licensing by the State, County and local Government Agencies.

- (h) Temporary lodging uses shall be subject to all applicable tourist development tax collections.

Response:

Acknowledged. Any and all temporary Uses will be subject to all applicable tourist development tax collections.

- (i) All temporary lodging uses shall include a reservation system and a lobby/front desk area that is necessary to operate the temporary lodging facility and service its guests.

Response:

The proposed temporary lodging project will include a reservation system and a 24 hour lobby/front desk area, and security as necessary to operate the temporary lodging Resort facility and properly service its guests.

- (j) Temporary lodging uses must have sufficient signage viewable by the public designating the use as a temporary lodging use that also complies with local codes.

Response:

The proposed Windward Pass Resort project will have sufficient Code compliant signage viewable by the public designating the use as a temporary lodging use which also complies with all local codes.

- (k) The applicable local government may require affidavits of compliance with this section that includes reasonable supporting documentation that does not violate privacy laws for each temporary lodging use, guests and/or unit owners.

Response:

Acknowledged. Any reasonable affidavits of compliance and/or supporting documents will be provided if required by local government.

- (l) All temporary lodging uses shall comply with all county and local hurricane closure and evacuation procedures that will ensure orderly evacuation of guests and visitors prior to evacuation orders being issued for residents. The restrictions and procedures contained within the hurricane closure and evacuation plan shall apply to all on-site workforce living accommodations, as applicable.

Response:

The proposed Windward Pass Resort project will comply with all county and local hurricane closure and evacuation procedures that will ensure orderly evacuation of guests and visitors in compliance with all evacuation orders being issued for residents.

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- (m) The restrictions set forth above shall be made a condition of site plan approval.

Response:

Acknowledged. All Conditions, Responses and Restrictions outlined in this Response and applicable Codes and Regulations will be a condition of Site Plan Approval.

- (n) The restrictions set forth in subsections (a), (b), and (d) relating to prohibitions on conversion or use of a temporary lodging unit as a permanent residential dwelling shall be contained in a covenant or other legally enforceable recordable instrument that shall be approved as to content, form and legality by the city and shall be recorded in the public records of Pinellas County at the time of building permit approval.

Response:

Acknowledged. The restrictions set forth in subsections (a), (b), and (d) relating to prohibitions on conversion or use of a temporary lodging unit as a permanent residential dwelling shall be contained in a covenant or other legally enforceable recordable instrument that shall be approved as to content, form and legality by the city and shall be recorded in the public records of Pinellas County at the time of building permit approval.

- (o) All large-scale development and redevelopment projects approved under scenario 2 as defined under Permitted Uses & Standards for the Large Resort character district category may be required to provide an easement to the city for unimproved public access landward of the mean high-water line to provide a continuous, uninterrupted pedestrian beach system along the Gulf of Mexico prior to a building permit being issued.

Response:

N/A. The proposed Windward Pass Resort project is not located in the Large Resort character district.

- (p) All new temporary lodging uses that exceed 50 feet in height or a density greater than 30 units per acre shall be required to obtain a conditional use permit pursuant to Division 4 of this Code.

Response:

Acknowledged. We recognize that the requested Conditional Use Permit will require obtaining a Conditional Use Permit per Division 4 of this Code.

Sec. 6.24. - Outdoor dining and outdoor drinking areas.

A full or limited-service restaurant may establish an outdoor dining area and a bar/lounge may establish an outdoor drinking area pursuant to the requirements of this section or as outlined within each zoning district. If an outdoor drinking and/or dining area is required to obtain conditional use approval as outlined in the zoning districts herein, it shall be pursuant to the review and approval procedures provided under Division 4 of this Code. If public consumption of alcohol is proposed to occur on any public street, sidewalk or private sand beach area in connection with the outdoor dining or outdoor drinking area, approval by the city commission is required pursuant to Chapter 6 of the City Code of Ordinances. Provided, however, that the regulations below shall not apply to outdoor dining or drinking approved in tandem with a City

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parklet program permit, nor shall specified regulations apply when temporarily waived by the City Commission while the City is under a state of emergency.

(a) *General requirements.*

- (1) All outdoor dining and outdoor drinking areas located on private property shall comply with the following requirements:

- a. A landscape buffer and opaque wall or fence constructed at the maximum height allowed by this Code shall be required along the lot line of any yard containing an outdoor dining or outdoor drinking area when the lot line of said yard adjoins a property that is occupied by a residential use to effectively screen and mitigate external impacts as determined through the conditional use permitting process.

Response:

A 5'-0" landscape buffer, and a Public 5'-0" promenade walkway with a 6'-0" high opaque fence is proposed along the North and South Side Yards, which adjoins property to the North and South occupied by residential use, to effectively screen and mitigate external impacts.

- b. Outside food and beverage consumption shall not extend beyond the permitted area.

Response:

Acknowledged. Outside food and beverage consumption will not extend beyond the permitted area.

- c. No outdoor food preparation is permitted.

Response:

Acknowledged. No outdoor food preparation is proposed.

- d. Suitable protective barriers shall be installed when an outdoor dining area or outdoor drinking area is located adjacent to a vehicular use area as determined by the building official.

Response:

Acknowledged. Although none appear on the Plans, Suitable protective barriers are reflected installed and will be with City Approval when and if a future outdoor dining area or outdoor drinking area is located adjacent to a vehicular use area, as determined by the building official.

- e. Upon the issuance of a tropical storm or hurricane warning, all tables, chairs and other equipment shall be securely stored inside.

Response:

Acknowledged. Upon the issuance of a tropical storm or hurricane warning, all tables, chairs and other equipment will be securely stored inside.

- (2) In addition to the above requirements, the following requirements shall be met for outdoor dining or outdoor drinking areas located within city-owned public right(s)-of-way:

- a. Outdoor dining or outdoor drinking areas shall only be authorized when adjoining sidewalk has a continuous minimum width of eight feet unless the

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Technical Review Committee determines that the area can be reasonably accommodated by a narrower sidewalk width.

Response:

Acknowledged. No outdoor dining or outdoor drinking areas are proposed on City Right-of-Ways

- b. A minimum four feet of contiguous and unobstructed corridor space must be maintained at all times to ensure a clear pedestrian passageway. The pedestrian passageway shall be a straight line, parallel to the building face and curb line, for the entire length of the outdoor dining or outdoor drinking area.

Response:

Acknowledged. However, none are proposed within City Right-of-Ways.

- c. The outdoor dining or drinking area shall not extend beyond the sidewalk frontage of the associated business establishment unless otherwise approved by the city commission.

Response:

Acknowledged. None are requested or proposed.

- d. All furnishings shall be of good design and made of quality materials and be maintained in a clean and attractive appearance and shall be in good repair at all times.

Response:

Acknowledged. All of the proposed Windward Pass Resort project's furnishings will be of good design and made of quality materials and will be maintained in a clean and attractive appearance and will be in good repair at all times.

- e. In addition to suitable protective barriers being installed, the interior perimeter around the outdoor dining or outdoor drinking area may be delineated using nonpermanent fixtures such as planters, decorative chains or other fixtures no less than thirty (30) inches and no greater than forty-two (42) inches in height as may be approved by the building official.

Response:

Acknowledged. All of our Outdoor Dining Areas are located On-Site and will accordingly be Code compliant.

- f. City commission approval is required for public consumption of alcoholic beverages within public rights-of-way pursuant to [Chapter 6](#) of the City Code of Ordinances.

Response:

No public Right-of-Way drink or dining Use is a part of this Submittal.

- (b) *Required Permit.* All applicants for the establishment of an outdoor dining and/or drinking area associated with an eating and drinking establishment shall submit the following information to the City. If a conditional use permit is required for the establishment of the outdoor dining and/or drinking area as outlined in the district

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divisions herein, and for all new and expanded roof dining and/or drinking areas, a conditional use permit shall also be required in accordance with [Division 4](#) of this Code. The permit application shall include the following information:

- (1) Survey.
- (2) Site plan depicting the proposed outdoor dining area or outdoor drinking area drawn to scale. The plan shall include the following information:
 - a. Total square footage of the proposed outdoor dining area or outdoor drinking area.
 - b. Number and placement of all seating/table arrangements and other elements.
 - c. Distances between each seating/table arrangement, providing pedestrian clearance as required by the Florida Building Code and Florida Life Safety Code.
 - d. All points of egress.
 - e. Locations of signs prohibiting the removal of alcohol from the premises.
 - f. For tenants as applicants, a letter of authorization from the property owner.
- (3) Occupant load of principal business.
- (4) Number of existing men's and women's bathrooms and fixtures.
- (5) Copy of applicant's liquor license(s).
- (6) For eating and drinking establishments providing for outdoor music, the following shall be provided:
 - a. The product specifications of any permanent speakers, amplifiers and other support equipment to be installed outdoors.
 - b. An explanation of the hours of operation of the outdoor dining and/or drinking area, including any special provisions or intentions for live music.
 - c. A description of how music will be regulated in accordance with the City's noise ordinance as found in [Chapter 46](#), Article IV of the Code of Ordinances.

[Response:](#)

Acknowledged. Although no public Right-of-Way outdoor dining or drinking areas are requested, all will submit for any required Conditional Use Permits and will comply with all Sections of outdoor Use, regulations, Codes and Licensing. See below re Chapter 46 Responses.

- (c) *Insurance and indemnification.* For outdoor dining or outdoor drinking areas using public right(s)-of-way, the following is required:
 - (1) By the use of any permit granted under this section, the operator agrees to indemnify, defend, save and hold harmless the city, its officers, agents and employees from any and all claims, liability, lawsuits, damages and causes of action which may arise out of the use of the public right(s)-of-way. The operator shall enter into a written agreement with the city to evidence this indemnification. Such agreement must have the written approval of the city attorney prior to issuance of a permit.
 - (2) The operator shall show evidence of:
 - a. Comprehensive general liability insurance on an "occurrence" basis in an amount not less than \$1,000,000 combined single limit bodily injury

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liability and property damage liability. The city is to be specifically included as additional insured on the policy.

- b. Workers Compensation insurance applicable to its employees, if any, for statutory coverage limits in compliance with Florida laws, including employers' liability which meets all state and federal laws.
- (3) The operator shall provide the city with the certificate(s) of insurance evidencing required coverages. Current certified copies of such required coverages shall be provided to the city when specifically requested in writing.
- (4) All policies of insurance must be endorsed to provide the city with 30 days of notice of cancellation or restriction.

Response:

Acknowledged and agreed.

- (d) *Revocation of permit.* The city may revoke a permit for an outdoor dining or outdoor drinking area if it is found that:

- (1) Any necessary business or health permit has been suspended or revoked; or
- (2) Changing conditions of pedestrian or vehicular traffic cause congestion necessitating removal of the outdoor dining or outdoor drinking area when located within public right(s)-of-way. Such decision shall be based on the findings of the Technical Review Committee that the existing conditions represent a danger to the health, safety or general welfare of the public and cannot be resolved through modification to the outdoor dining or outdoor drinking area layout; or
- (3) The operator fails to comply with one or more requirements of the conditional use permit.

Response:

Acknowledged and agreed, however, not applicable as no public Right-of-Way Use is requested as a part of this submittal..

- (e) *Removal or relocation of outdoor dining or outdoor drinking area and all related furnishings for right(s)-of-way repairs, emergency situations, or matters of public safety.*

- (1) As necessitated by right(s)-of-way repairs, the city may require the temporary removal of outdoor dining or outdoor drinking area and all related furnishings. The operator shall be responsible for removing all furnishings at least 24 hours prior to the date identified in writing by the city. The city shall not be responsible for any costs associated with the removal or the return and installation of such furnishings.
- (2) The city may cause the immediate removal or relocation of all or any part of the outdoor dining or outdoor drinking area occupying public right(s)-of-way in emergency situations. The city, its officers, agents and employees shall not be responsible for any damages or loss of furnishings used in association with an outdoor dining or outdoor drinking area relocated during emergency situations and shall not be responsible for any costs associated with the removal or the return and installation of any such furnishings.

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- (3) The city shall have the authority to secure or remove any furnishing(s) associated with the outdoor dining or outdoor drinking area occupying public right(s)-of-way if necessary, in the interest of public safety.

Response:

Acknowledged, but does not apply to this submittal.

Chapter 46 - ARTICLE IV. - NOISE

Sec. 46-130. - Declaration of purpose.

- (a) Excessive, unnecessary or unusually loud noise within the city limits is a condition, which has existed for some time. The amount, and intensity of such noise is increasing and is a detriment to the public health, comfort, convenience, safety, welfare and prosperity of city residents.
- (b) It is in the public interest that the regulations contained in this article be adopted as public policy to promote the public health, comfort, safety, welfare and repose of the city and its inhabitants.

(Ord. No. 02-16, § 1, 9-18-02)

Sec. 46-131. - Definitions.

The following words and terms, when used in this ordinance, shall have the following meanings:

Ambient sound level is the total sound pressure level in the area of interest including the sound source of interest.

A-weighting is the electronic filtering in sound level meters that models human hearing frequency sensitivity.

Background sound level is the total sound pressure level in the area of interest excluding the sound-source of interest.

Commercial property is any property used for the sale of merchandise, service of food or for the performance of a professional or commercial service; provided commercial property shall not be defined to include property which includes as a use within the enterprise transient sleeping quarters.

Construction is any site preparation, assembly, erection, repair, alteration or similar action, or demolition of buildings or structures.

Decibel (dB) is the accepted unit of measurement for sound pressure level at a specified location.

dBA is the A-weighted unit of sound pressure level.

Emergency is any occurrence or set of circumstances involving actual or imminent physical trauma or property damage that demands immediate action.

Emergency work is any work or action performed for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency or any situation deemed as dangerous.

Impulsive sound is a sound having a duration of less than one second with an abrupt onset and rapid decay.

Institutional property is any property which is used for hospitals and schools.

Loud and raucous as defined in [section 46-133\(a\)](#).

Muffler, a sound-dissipating device or system for attenuating the sound of escaping gases of an internal combustion engine

Multi-family dwelling is any building that has been divided into separate residential

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living units, but shall not include any transient or tourist lodging facility as defined in the zoning code.

Noise disturbance. See definition "Loud and raucous".

Public space is any real property or structure thereon that is owned, leased, or controlled by a governmental entity.

Real property line is the line, including its vertical extension, that separates one parcel of real property from another.

Residential property is any property in which sleeping quarters are provided. Without limiting the scope of this definition, but by way of example, residential property shall include property on which commercial services may be provided together or mixed with transient sleeping quarters.

Sound level meter (SLM) is an instrument used to measure sound pressure levels conforming to Type I or Type 2 standards as specified in ANSI Standard S 1.4-1983 or the latest version thereof.

Sound pressure level (SRL) is 20 multiplied by the logarithm, to the base 10, of the measured sound pressure divided by the sound pressure associated with the threshold of human hearing, in units of decibels.

(Ord. No. 02-16, § 1, 9-18-02)

Sec. 46-132. - Sound level limitations.

- (a) No person shall cause, suffer, allow, or permit the operation of any sound source in such a manner as to create a sound level that exceeds the sound level limits set forth in Table 1, using the slow response setting of a SLM, which sound source shall constitute a noise disturbance:
- (1) When measured at or within the real property line of the receiving property; or
 - (2) For property bordering on Gulf Blvd. between 75th Ave. and Hotel Place, Blind Pass Road, and 75th Ave., when measured at or behind a line 30 feet from the property line that runs adjacent to said roadways, unless the area is occupied by a building, and in that instance, the sound level measurement shall be taken within the building that occupies the area.
- (b) To determine the sound level from the sound source to be measured, the background sound shall be subtracted from the ambient sound level.

Table I. Sound Level Limits by Receiving Property

Receiving Property Category	Time	Sound Level Limit (dBA)
Residential, Institutional, or Public Space	7:00 a.m.—10:00 p.m.	65
	10:00 p.m.—7:00 a.m.	55
Commercial	At all times	65

- (c) In a multi-family dwelling, no person shall cause, suffer, allow, or permit the operation of any sound source in such a manner as to create a sound level that exceeds the sound level limits set forth in Table 2:

JOHN A. BODZIAK, ARCHITECT, A.I.A., P.A.

Table 2. Sound Level Limits Within Receiving Multi-Family Dwelling Unit

Time	Sound Level Limit (dBA)
7:00 a.m.—10:00 p.m.	50
10:00 p.m.—7:00 a.m.	45

- (d) If the sound is an impulsive sound, the fast response setting shall be used and the daytime (7:00 a.m.—10:00 p.m.) limits of Table 1 shall be increased by ten dBA.
- (e) In addition to the limits of Tables 1 and 2 for any sound source which impacts residential, public or institutional property, the maximum allowable sound level limits for the individual octave bands whose centers are 63, 125, 250 and 500 Hertz shall not exceed 65 dB.

(Ord. No. 02-16, § 1, 9-18-02)

Response:

We acknowledge receipt and review of Sec 46-132 and all above definitions and sound limitation and will comply with all aspects which are applicable.

Sec. 46-133. - Loud and raucous/enumeration.

- (a) Prohibited generally. It shall be unlawful for any person to willfully make, continue or cause to be made or continued any loud and raucous noise. Loud and raucous shall mean any sound that, because of its volume level, duration and character, annoys, disturbs, injures or endangers the comfort, health, peace or safety of reasonable persons of ordinary sensibilities.
- (b) Noise from the following activities, if loud and raucous, are in violation of this article, unless exempt under [section 46-134](#).
 - (1) *Exhaust from engines*. The discharge into the open air of the exhaust of any steam engine or stationary internal combustion engine except through a muffler or other device that will effectively prevent loud and raucous noises therefrom.
 - (2) *Pile drivers, steam shovels*. The operation between the hours of 6:00 p.m. and 7:00 a.m. on any day or at any time on Sunday of any pile driver, steam shovel, pneumatic hammer, derrick, dredge, steam or electric hoist or other appliance.
 - (3) *Blowers, fans, engines*. The operation of any blower, power fan or any internal combustion engine, which causes loud and raucous noise, unless the noise from such equipment has a muffler device sufficient to prevent loud and raucous noise.
 - (4) *Radios, amplifiers, phonographs*. The using, operation or permitting to be placed, used or operated any radio, amplifier, musical instrument, phonograph or other device for the producing or reproducing of sound in such manner as to cause loud and raucous noise.
 - (5) *Yelling, shouting, whistling*. Yelling, shouting, whistling or singing at any time or place so as to create a loud and raucous noise between the hours of 9:00 p.m. and 7:30 a.m. on any day
 - (6) *Animals, birds*. The keeping of any animal or bird which habitually causes a loud and raucous noise.
 - (7) *Defect in vehicle or load*. The use of any motor vehicle so out of repair, so loaded or in such manner as to create loud grating, grinding, rattling or other loud and

JOHN A. BODZIAK, ARCHITECT, A.I.A., P.A.

raucous noise or which is not equipped with a muffler in a good working order and in constant operation as to prevent loud and raucous noise.

- (8) *Schools, public buildings, churches, hospitals.* The creation of any loud and raucous noise heard within any school, public building, church, or the grounds thereof while in use, which interferes with the workings of such institution.
- (9) *Attracting attention.* The use of any drum or other instrument or device to create a loud and raucous noise.
- (10) *Dumping.* The dumping of bottles or cans into a dumpster between the hours of 9:00 p.m. and 7:30 a.m. resulting in loud and raucous noise.
- (11) Noise from electric bass or drums either produced by a live band or through a sound system that is loud and raucous.

(Ord. No. 02-16, § 1, 9-18-02)

Response:

We acknowledge and will comply to all applicable Sections of Sec 46-133.

See 46-134. - Exemptions.

- (a) The following are exempt from the sound level limits of [section 46-132](#) and the loud and raucous regulation of [section 46-133](#):

- (1) Sound from emergency signaling devices.
- (2) Sound from church bells and chimes when a part of a religious observance or service.
- (3) Sound from landscape and yard equipment when operated between 7:30 a.m. and 9:00 p.m., provided all motorized equipment is equipped with functioning mufflers.
- (4) Sound from waste disposal activity between 7:30 a.m. and 9:00 p.m.
- (5) Sound from construction activity between 7:30 a.m. and 6:00 p.m., Monday through Saturday, provided all motorized equipment used in such activity is equipped with functioning mufflers.
- (6) The generation of sound from the performance of emergency work.
- (7) Sound generated from municipally sponsored or approved celebrations or events.
- (8) Sound associated with state, county or city emergency repair or work related to public projects (e.g., road sewer construction or repair, beach re-nourishment, etc.)
The city manager may also exempt the sound associated with any state, county or city construction or repair on a planned public project where he makes a written finding that the exemption is a necessary condition for allowing the construction project to proceed.
- (9) The city manager may authorize suspension of the enforcement if these regulations would result in a violation of any life safety regulation.

(Ord. No. 02-16, § 1, 9-18-02)

Response:

Acknowledged and will comply with all applicable Sections of Sec 46-134.

Sec. 46-135. - Motor vehicle horns.

The sounding of any motor vehicle horn or signaling device, except as a danger warning, is prohibited.

(Ord. No. 02-16, § 1, 9-18-02)

Response:

Acknowledged.

JOHN A. BODZIAK, ARCHITECT, A.I.A., P.A.

Sec. 46-136. - Construction noise.

Section [98-1](#) limits the hours of construction to prevent construction noise disturbance during certain hours.

(Ord. No. 02-16, § 1, 9-18-02)

Response:

Acknowledged and will comply with Section 98-1 to avoid Construction noise disturbances..

Sec. 46-137. - Penalty.

- (a) Any person, firm or corporation that violates any provision of this chapter shall, upon conviction, be subject to a fine in accordance with the schedule set forth herein. Each instance of a violation of these regulations shall constitute a separate offense.
 - (1) First violation\$150.00
 - (2) Second violation250.00
 - (3) Third or subsequent violation500.00
- (b) Each instance of a violation shall constitute a separate offense.
- (c) In addition to the penalties provided in this section, any condition caused or permitted to exist in violation of any of section of this Code or any ordinance shall be deemed a public nuisance and shall be subject to abatement by the city. Each day that such condition continues shall be regarded as a new and separate offense.

(Ord. No. 02-16, § 1, 9-18-02)

Response:

Acknowledged.

Sec. 46-138 - Aiding and abetting

Whoever aids, abets, counsels, hires, induces or otherwise procures a violation of these regulations, and such violation is committed is subject to being charged, and punished as provided herein, whether that person is or is not actually or constructively present upon the violation of the regulations.

(Ord. No. 02-16, § 1, 9-18-02)

Response:

Acknowledged.

Sec. 46-139. - Injunctive relief.

In addition to the penalty provided for violating this article, the city commission is authorized to initiate any appropriate civil action or proceeding, including suit for injunctive relief, in order to prevent or abate violations of this article. The prevailing party shall be entitled to recover attorney fees through any appellate proceedings.

(Ord. No. 02-16, § 1, 9-18-02)

Response:

Acknowledged.

Sec. 46-140. - Enforcement.

- (a) The provisions of this ordinance shall be enforced by a code enforcement officer or police officer of St. Pete Beach.
- (b) In lieu of issuing a citation or notice of violation, the code enforcement officer or police officer may issue an order requiring immediate abatement of any sound source alleged to be in violation of [Chapter 46](#), Article IV.

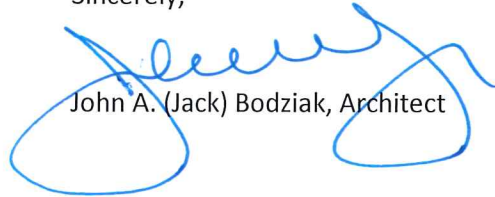
JOHN A. BODZIAK, ARCHITECT, A.I.A., P.A.

Response:
Acknowledged.

I believe you will see this as a very relevant and positively addressed additional items for what could be a significant and desirable Project.

Once again, thank you for your assistance.

Sincerely,



John A. (Jack) Bodziak, Architect

CONDITIONAL USE APPLICATION

Applicants must acknowledge understanding of the following. Initial each of the statements below. If you do not understand any of these, staff will explain them to you.

I understand that the City will not accept or process an incomplete application.

I understand that a non-conforming use or structure in a particular zoning district does not, in any way, provide justification for the granting of a conditional use. Furthermore, the existence of a permitted use or structure in adjacent districts does not constitute grounds for a conditional use.

On all conditional uses, a majority vote is required. Action on this application by the City Commission may be continued to a later meeting.

I understand that if a conditional use is approved by the City Commission, the applicant is required to obtain the appropriate building permits within 1 year from the date of the decision. If no permit is obtained within 1 year, the approval from the City Commission becomes voided.

I understand that any person aggrieved by the final decision has the right to file a petition in the Pinellas County Circuit Court within 30 calendar days after the decision. Permits for construction may be granted prior to the expiration of this 30-day period, but an appeal will be grounds for revocation of the permit.

I understand that I, as the applicant, or my authorized representative must be present at all scheduled public meetings on the application.

After acknowledgement of these conditions, complete the application form on the following pages

Signature of Applicant

Date _____

CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org



CONDITIONAL USE APPLICATION

Case Number: _____

PROPERTY OWNER: MBT MANAGEMENT LLC (under contract) **APPLICANT/AGENT** (Attach agent authorization form)

Name: Leonard Kreimer Name: John A. Bodziak, Architect

Address: 21218 ST. ANDREWS BLVD. #627 Address: 743 49th St N

City: BOCA RATON State: FL City: St. Petersburg State: FL

Zip: 33433 Telephone: C: 847.863.2100 Zip: 33710 Telephone: O: 727.327.1966

Email: lk@creditexp.com Email: jack@jabodziak.com

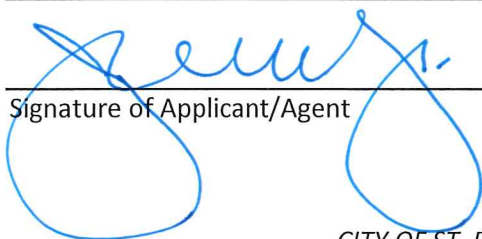
SUBJECT PROPERTY:

Address: 3815, 3855, 3859 & 3861 Gulf Blvd Current Name of Business: n/a

Parcel ID: 07-32-16-07398-001-0170 Name of Project: Windward Pass Resort
07-32-16-07398-001-0230
07-32-16-18143-001-0010
07-32-16-18143-001-0020

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

See Exhibit "B" attached hereto



Signature of Applicant/Agent

Date

10-16-2023

CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org

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 (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):

See Exhibit "B" attached hereto.

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 Exhibit "B" attached hereto.

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;

See Exhibit "B" attached hereto.

- 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);

See Exhibit "B" attached hereto.

CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org

- 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;

See Exhibit "B" attached hereto.

- 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;

See Exhibit "B" attached hereto.

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);

See Exhibit "B" attached hereto.

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);

See Exhibit "B" attached hereto.

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

See Exhibit "B" attached hereto.

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,

See Exhibit "B" attached hereto.

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 Exhibit "B" attached hereto.

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 telecommunication services.

See Exhibit "B" attached hereto.

2. 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.

See Exhibit "B" attached hereto.

3. Hydrological features and storm water management infrastructure.

See Exhibit "B" attached hereto.

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.

See Exhibit "B" attached hereto.

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

See Exhibit "B" attached hereto.

CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org

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.
See Exhibit "B" attached hereto.
7. Fire suppression and facility security.
See Exhibit "B" attached hereto.
8. Emergency management and hurricane evacuation provisions.
See Exhibit "B" attached hereto.
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.

See Exhibit "B" attached hereto.



Owner's Authorization for Agent

I/WE MBT MANAGEMENT LLC - Leonard Kreimer - Registered Agent (Buyer)
(print name of property owner)

hereby authorize John A. (Jack) Bodziak, Architect
(print name of agent)

to represent me/us in an application for Conditional Use Permit
(type of application: variance, conditional use, zoning, etc.)

[Signature] Signature of Owner
[Signature] Signature of Owner

Leonard Kreimer
- Registered Agent - MBT MANAGEMENT LLC -
Print Name of Owner

Print Name of Owner

The forgoing instrument was acknowledged before me this 16 day of October 2023 by Leonard Kreimer
Leonard Kreimer who is personally known _____ or produced
_____ as identification.

[Signature]
(Notary Signature)

My Commission Expires 10-22-2023



16-2023
(Date)

CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org



PUBLIC HEARING SIGN POSTING AFFIDAVIT

Applicant, John A. Bodziak, Architect, 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): John A. Bodziak, Architect

Address: 743 49th Street N, St. Petersburg, FL 33710

[Signature] October 16, 2023
Signature Date

STATE OF FLORIDA)
) SS:
PINELLAS COUNTY)

The foregoing instrument was acknowledged before me this 16 day of October 20 23 by John A. Bodziak, who appeared before me, and is personally known to me, or has produced _____ as identification, and did take an oath.

My commission expires: 10-22-2023



[Signature]
NOTARY:
Print Name: Cynthia D. Armsden
Notary Public, State of Florida
(Notarial Seal)

CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org

DEAR APPLICANT:

PLEASE COMPLETE THE ATTACHED AFFIDAVIT WHEN PUBLIC HEARING DATES HAVE BEEN DETERMINED FOR YOUR APPLICATION. PRESENT THE COMPLETED NOTARIZED AFFIDAVIT TO COMMUNITY DEVELOPMENT AND YOU WILL BE GIVEN THE SIGN(S) TO POST ON THE SUBJECT PROPERTY.

It is your responsibility 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. The sign(s) must remain in place until the requested action has been heard and decided by the City Commission, Planning Board, Board of Adjustment, Historic Preservation Board or withdrawn. Multiple sign postings cannot 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.

You must maintain the sign(s) in good readable condition. If the said sign is destroyed, lost, or becomes unreadable, you or your 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 representative not later than 24 hours following the final decision by the City Commission, Planning Board, or Board of Adjustment, Historic Preservation Board.

A Notary Public is available in City Hall; 155 Corey Avenue.

Exhibit "A"

Resort Name	Property Owner	Property Address	City, State Zip	Parcel ID	Vesting Deed Information
Sand Cove	SD-SAND COVE LLC, an Indiana Limited Liability Company	3813 GULF BLVD	St. Pete Beach, FL 33706	07-32-16-07398-001-0240	OR 22227, Page 856
Bella Marguerite	BELLA MARGUERITE CONDOMINIUM ASSOCIATION, INC., a Florida Not for Profit Organization	3805 Gulf Blvd.	St. Pete Beach, FL 33706	07-32-16-06361-000-0001	OR 16008, Page 1428
Sanseair	SANSEAIR INC, a Florida Not for Profit Corporation	3820 Gulf Blvd.	St. Pete Beach, FL 33706	07-32-16-78651-000-0001	OR 4213, Page 1025
Long Key Beach Resort	LONG KEY BEACH RESORT INC, a Florida Profit Corporation	3828 GULF BLVD	St. Pete Beach, FL 33706	07-32-16-07380-000-0250	OR 10144, Page 1001
Beach House Suites	HHR BEACH HOUSE LLC, a Delaware Limited Liability Company	3860 GULF BLVD	St. Pete Beach, FL 33706	07-32-16-07380-000-0170	OR 19524, Page 1969
Palm Crest Resort Motel	PALM CREST RESORT MOTEL INC, a Florida Profit Corporation	3848 GULF BLVD.	St. Pete Beach, FL 33706	07-32-16-07380-000-0230	OR 10131, Page 1645
The Dunes on the Beach	THE DUNES ON THE BEACH CONDO ASSN INC, a Florida Not for Profit Corporation	3910 GULF BLVD.	St. Pete Beach, FL 33706	07-32-16-23564-000-0001	OR 13643, Page 2585
Sun Harbor	SUN HARBOR CONDO ASSN OF ST PETE BEACH INC, a Florida Not for Profit Corp	4103 Gulf Blvd.	St. Pete Beach, FL 33706	07-32-16-86485-000-0010	OR 19885, Page 0265

EXHIBIT "B"

Conditional Use Application Narrative

Property Information

The property includes parcel identification numbers:

07-32-16-07398-001-0170

07-32-16-07398-001-0230

07-32-16-18143-001-0010

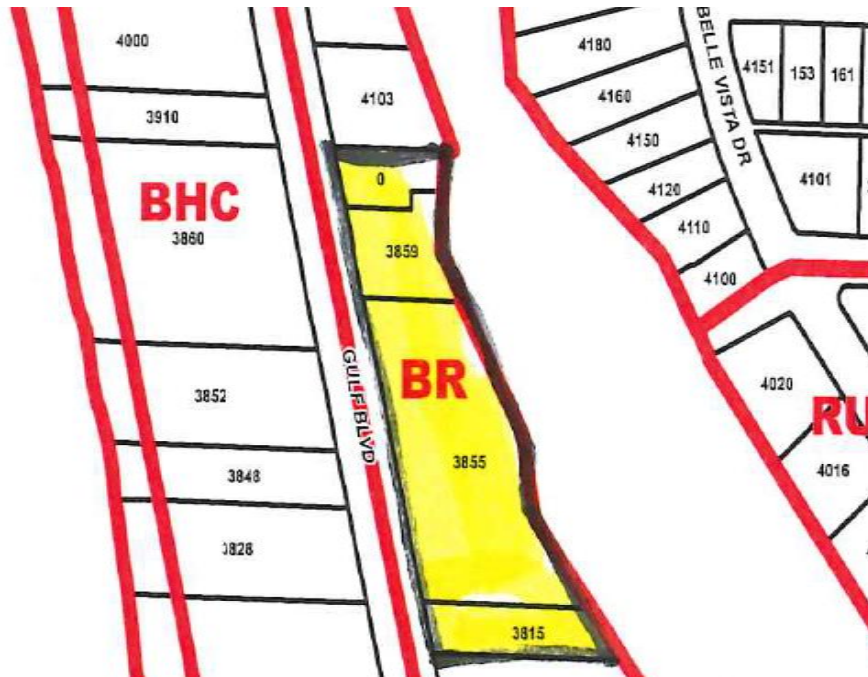
07-32-16-18143-001-0020

(collectively, the "**Property**"). The Property is comprised of +/- 2.76 acres located along Gulf Boulevard. The Property is located in the City of St. Pete Beach (the "**City**"). The Property is zoned Bayou Residential, and the Future Land Use category of the Property is also in the Bayou Residential District.

Aerial Image



Zoning Map



Future Land Use Map



Conditional Use Request

The applicant request a Conditional Use Permit ("**CUP**") as follows:

1. Permit development of 104 transient accommodation units and Twenty-six (26) to Thirty (30) Marina Slips with Jet Ski's, Paddle Boards, Pedal Boats Rentals, a small Water Park with Water Slide and Lazy River, located to sound shelter from Residential. A Quiet Pool with Sun Shelf, Sun Decks and a Poolside Swim-up Bar. Miniature Putt-Putt Golf Course, Children's Game Room, on-site premium Restaurant, and Parking Garage on the 2.76 acres of the Property located East of Gulf Boulevard in accordance with Sec. 42.4.
2. Permit development of the Property at a building height 54 feet to Roof Deck above BFE elevation with allowances for decorative features and rooftop amenities in accordance with Sec. 39.5(h).

Property

The CUP approval would permit the Development of the Windward Pass Resort with One-hundred-four (104) new one (1) and two (2) Bedroom Transient Hotel accommodation units in five stories above parking with added additional accessory uses i.e.,
a twenty-six (26) to thirty (30) Marina with Jet Ski's, Paddle Boards, Pedal Boats Rentals, small Water Park with Water Slide and Lazy River, strategically located to sound shelter from Residential, Quiet Pool with Sun Shelf, Sun Decks, and a Poolside Swim-up Bar, Miniature Putt-Putt Golf Course, a Roof Top Tiki Club, Children's Game Room, On-Site premium Restaurant, Pedestrian Promenade around the perimeter of the Property with covered Seating Pods to enjoy Waterfront Views, all having Public Access, throughout the Property (the "**Project**").

The applicant proposes to develop the Property. Currently the Property is vacant.

Conditional Use Requirements

*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 ("**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)(I) Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan and any adopted special area plan.*

A. Future Land Use Plan Element

- o Goal 1
 - Objective 1.2
 - Policies 1.2.2; 1.2.3; 1.2.4; 1.2.6; 1.2.8; and 1.2.9
 - Objective 1.3
 - Policies 1.3.1; 1.3.2; and 1.3.3
- o Goal 2
 - Objective 2.1
 - Policies 2.1.1; 2.1.5; 2.1.8; 2.1.9; 2.1.12; and 2.1.14
 - Objective 2.2
 - Policy 2.2.2
 - Objective 2.3
 - Policies 2.3.1; 2.3.3; 2.3.4; 2.3.5; 2.3.7; and 2.3.9
 - Objective 2.4
 - Policy 2.4.1
 - Objective 2.7
 - Policies 2.7.1; 2.7.2; 2.7.3; 2.7.4; 2.7.5; 2.7.6; 2.7.7; 2.7.9; 2.7.10; 2.7.11; and 2.7.14
 - Objective 2.8
 - Policies 2.8.1; 2.8.2; 2.8.3; 2.8.4; 2.8.5; and 2.8.6
 - Objective 2.9
 - Policies 2.9.1; 2.9.2; 2.9.3; and 2.9.6
 - Objective 2.11
 - Policies 2.11.1; 2.11.2; and 2.11.3
 - Objective 2.13
 - Policies 2.13.1; 2.13.2; and 2.13.3
- o Goal 3
 - Objective 3.1
 - Policies 3.1.2; 3.1.3; 3.1.4; 3.1.5; and 3.1.8
 - Objective 3.2
 - Policies 3.2.1 and 3.2.2
 - Objective 3.3
 - Policies 3.3.1; 3.3.2; and 3.3.3
- o Goal 4
 - Objective 4.1
 - Policy 4.1.5

B. Special Designation - Community Redevelopment District

- o Goal 1
 - Objective 1.1
- o Goal 2
 - Policies 1.1.1; 1.1.4; 1.1.5; 1.1.9; 1.1.10; 1.1.11; 1.1.12; and 1.1.13

- Objective 2.1
 - Policy 2.1.1
- Objective 2.2
 - Policies 2.2.2; 2.2.4; and 2.2.5
- o Goal 3
 - Objective 3.1
 - Policies 3.1.1 and 3.1.3

C. Gulf Boulevard Redevelopment District

- o Goal 1
 - Objective 1.1
 - Objective 1.2
 - Objective 1.3
 - Objective 1.6
 - Objective 1.7
 - Objective 1.8
- o Goal 2
 - Objective 2.1
 - Objective 2.2
 - Objective 2.5
 - Objective 2.6
- o Goal 3
 - Objective 3.2
 - Objective 3.3
- o Policies 1; 2; 3; 4; 5; 6; 9; 10; 11; 13; 14; and 15

D. Bayou Residential District

- o Policies 1; 2; 4; 5; 6; 8; 9

E. Transportation Plan Element

- o Goal 1
 - Objective 1.1
 - Policies 1.1.1; 1.1.2; and 1.1.3
 - Objective 1.3
 - Policy 1.3.1
 - Objective 1.4
 - Policies 1.4.1; 1.4.2; and 1.4.3
 - Objective 1.5
 - Policy 1.5.3

F. Infrastructure Plan Element

- o Goal 1
 - Objective 1.1
 - Policies 1.1.1; 1.1.4; and 1.1.5
- o Goal 2
 - Objective 2.1
 - Policies 2.1.1 and 2.1.6

- Objective 2.2
 - Policies 2.2.1; 2.2.2; and 2.2.5
- o Goal 3
 - Objective 3.1
 - Policy 3.1.1

G. Coastal and Conservation

- o Goal 1
 - Objective 1.1
 - Policy 1.1.4
 - Objective 1.2
 - Policies 1.2.1; 1.2.2; 1.2.3; 1.2.4; and 1.2.5
 - Objective 1.4
 - Policies 1.4.1; 1.4.2; 1.4.3; 1.4.4; 1.4.5; 1.4.6; and 1.4.7
 - Objective 1.8
 - Policies 1.8.2 and 1.8.5
 - Objective 1.9
 - Policies 1.9.1 and 1.9.3
 - Objective 1.11
 - Policy 1.11.1
- o Goal 2
 - Objective 2.1
 - Policy 2.1.3
 - Objective 2.2
 - Policies 2.2.1 and 2.2.2
 - Objective 2.4
 - Policies 2.4.2 and 2.4.4

H. Recreation and Open Space

- o Goal 1
 - Objective 1.1
 - Policies 1.1.8 and 1.1.9
 - Objective 1.3
 - Policies 1.3.1; 1.3.2; and 1.3.4

I. Capital Improvements

- o Goal 1
 - Objective 1.3
 - Policies 1.3.3; 1.3.4; 1.3.5; and 1.3.6
 - Objective 1.4
 - Policy 1.4.1
 - Objective 1.5
 - Policies 1.5.1; 1.5.2; 1.5.3; 1.5.5; 1.5.6; and 1.5.7

Narrative

Waterfront Projects typically create a barrier of Parking and/or Landscaping, inhibiting intended view corridors and denying Public Access and Use of Resort Facilities. The Windward Pass Resort project creates use of it's Side Yard and Waterfront Setbacks providing and promoting continuous path for public access with low profile Side and Waterfront Walkways and Seating Areas, as well as creating extensive Resort Facilities not found within most Beach Communities.

The Design provided creates a with public access to Features and Seating Areas. Side Yard Setbacks have low profile features with pervious surfaces to underground Drainage Retention disguised under nonstructural elements respecting Side Yard open view corridors, more commonly filled with unattractive paved Parking Lots in the intended view corridor.

The 2.76-acre Windward Pass Resort Project is located within the 7.86 acres of the Bayou Residential District, as stated, the Site is a long but moderately narrow in places with 671 feet of Frontage on Gulf Blvd and 731 feet Fronting on McPherson Bayou.

The Project proposes very closely the type of development envisioned for the Bayou Residential District in the Comprehensive Plan. Development options are limited to primarily multi-family residential as a result of the lot depths; however, to encourage parcel assembly and a more unified redevelopment opportunity because of and the district's direct access to Gulf Boulevard.

This redevelopment district was established "to encourage redevelopment in a physically constrained area that is primarily vacant" and be a "transition area between higher intensity commercial uses along Gulf Boulevard and lower density residential neighborhoods to the east". Our Project was intentionally designed with varying height in keeping with District guidelines and avoiding residential development overtaking the City's Gulf beaches "as it has in most other beach communities in the State."

The required Building setback of 40'-0" from Gulf Boulevard and all required setbacks have been maintained, as required on the proposed Plan.

The Project proposes a varying plan which the character district seeks. We have attempted to utilize the maximum allowable density as permitted for mixed use projects, since the four (4) parcels combined are greater than two acres, in order "to encourage more comprehensive and unified redevelopment, reduce trip generation, increase pedestrian linkages to neighborhood services and reduce curb cuts along Gulf Boulevard." All of which are specific stated goals of the Bayou Residential District.

The Project promotes all three policies of the Bayou Residential District as set forth below.

Policy 1: The Project includes aesthetically pleasing architectural design features that protect neighboring properties, and ensure facades are varied, are

“aesthetically pleasing and relate to the human scale at ground level” on “both the street and waterside of buildings.” The Project will include areas that shield support uses from the ground level. In addition, there are no monolithic structures or blank walls in the Project. From the street, the pedestrian experience will be greatly enhanced with a surrounding promenade, welcoming courtyard and lush landscaping.

Policy 2: Increased setbacks from Gulf Boulevard have been calculated for proposed building height.

Policy 3: Professional landscaping, designed to comply with the Land Development Code (the "LDC"), will be provided along Gulf Boulevard, within the Project, and at certain areas adjacent to the accessory uses.

The Project complies with all limitations set forth in the Bayou Residential District regulations.

The Project will comply with all impervious surface, height, buffering, and setback requirements. **No waivers or variances to the LDC are requested.** In summary, the Project is **exactly** the type of development the Bayou Residential District was designed to attract and complies with all requirements and/or limitations.

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;

The Project will significantly enhance the appearance and function of the area by developing a modern, architecturally and aesthetically pleasing mixed use “Destination Development” on a vacant lot.

The proposed Resort Facility is surrounded to the south and west with facilities that match or exceed the proposed height.

The Project will conform with the current stormwater drainage

codes. No additional access points will be required, thereby not adversely impacting the functionality of Gulf Boulevard

Walkability in the area will be improved by the pedestrian promenade, courtyard, and enhanced landscaping along Gulf Blvd. and throughout the Site. The aesthetics of the area will also be improved as the Project is designed.

The Project provides new uses on the Property which are compatible with the adjacent uses to the north and south. The scale and heights of the Project are comparable to the projects to the north, west and to the south. Through thoughtful design, the development team designed the Project to preserve the flavor of St. Pete Beach.

- 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);*

There are no historic, archaeological, or cultural resources on the Property.

- 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;*

The Site is bordered by the McPherson Bayou to the east with two and three story residential which are generally non-FEMA compliant.

The Project proposes uses and scaling compatible with adjacent development, based on thoughtful design to avoid creating incompatibilities.

This proposed development has been scaled to ensure the character of the area is enhanced/maintained. The developer will install significant screening and landscaping to ensure the street level view is welcoming and pedestrian friendly.

- 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;*

The Project will not create any significant adverse impacts on the

livability and usability of nearby land. The Project is designed to mitigate potential adverse impacts by:

- Designing acoustic systems to reduce reflection and maintain music and PA sounds on the Property;
- Locating family-oriented amenities central to the Project so that corporate and adult areas guests are noise shielded from Residential;
- Installing exhaust dampers to ensure the restaurant does not create unwanted fumes and smoke;
- Installing ground level lighting to reduce light pollution;
- Locating loading berths central to the Property;
- Providing Guest and Visitor Parking on site;
- Using staff services to control and maintain solid waste; and
- Using professional security services to ensure safety for both the guests and the public.

Vehicular traffic impacts are mitigated as discussed elsewhere in this application through the provision of no additional access points, on-site Parking for Guests and Visitors, and ample parking for accessory uses. Any late-night operations must be approved by the City and follow strict City ordinances related to noise.

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);*

The proposed Plans provide in excess of the required Parking for all proposed Uses and there are presently no factors as to street capacity, access or level of service. The Site has been licensed by the City and used in recent years as an unlandscaped, dusty and poorly provided and maintained Parking Lot with outdated Gulf Blvd access.

Through specific Project design and transportation improvements, neighborhood impacts are minimized, and pedestrian safety is improved.

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);*

Parking, loading, truck and service access meets or substantially exceed City requirements replacing an unpaved and hazardous Parking Lot with Code compliant

facilities.

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

Existing conditions are not in the interest or compatible with any FEMA, public health, safety, and environmentally mandated Codes, regulations or standards. The proposed facility would be compliant **to all of these** standards.

The public will also be benefitted by the Development of a vacant property, which is encouraged in the Comprehensive Plan through new businesses, which precipitate new construction, work in the trades, more tax revenues, healthier local economies, improving stormwater drainage within the City, improving pedestrian connectivity along Gulf Boulevard, maintaining access points to Gulf Boulevard.

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,*

The developer, MBT Management, LLC, is developing at least four (4) properties in the tri-city area. The team has executed many successful investments with equity partners. MBT Management, LLC has a demonstrated a history of successful development.

Additionally, any improvements, whether on the Property or adjacent right of way, will comply with all local, state, and federal requirements to ensure improvements are technically complete. Finally, the City requires that certain improvements within the public realm must be bonded.

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.*

The Project complies with the Comprehensive Plan and LDC. **No waivers or variances are requested.**

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 telecommunication services.*

The densities and intensities established by the Comprehensive Plan are

based on infrastructure studies conducted by the City that contemplate the impacts of the maximum development contemplated by the Comprehensive Plan. For this Property, the assumption was that the Property would be developed at 40 temporary lodging units per acre mixed with commercial use. These studies ensured that proper infrastructure and services could be provided if the maximum densities and intensities set forth in the Comprehensive Plan are developed. Development throughout the City is less than the maximum permitted under the Comprehensive Plan, and the project Proposes development less than the maximum permitted by the Comprehensive Plan. Thus, the various infrastructure required for the Project is adequate and available⁴. Additionally, Sec. 29.4 of the LDC requires a certificate of concurrency as part of the Conditional Use Approval permitting process that will confirm adequate public facilities.

2. *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.*

As previously stated, initial review by licensed transportation engineers suggests the level of service capacity of the impacted roadways are sufficient to support the Project in addition to existing and approved uses within the City. Preliminary traffic counts are being studied, and our transportation engineers will request a meeting with the City on the methodology for the analysis. The study will either confirm the level of service capacity is adequate or identify deficiencies. If deficiencies are identified by the study, the applicant will supplement this application to address any such deficiency.

Parking areas and structures were designed to comply with the LDC and the Florida Building Code to ensure proper function. The developer is improving pedestrian access to the Intracoastal, providing a perimeter Pedestrian Promenade and courtyard along Gulf Boulevard frontage.

3. *Hydrological features and storm water management infrastructure.*

The Project will be engineered, permitted, and approved by strict local, state, and federal agencies for stormwater management. The current site pre-dates formal stormwater codes, and as such, rain "sheet flows" off the site. Development requires an engineering professional designing the site to retain and treat storm waters. The Project must comply with the modern provisions such that the regular development process will improve the stormwater management of the City. Such a large development will have a noticeable impact on the drainage of Gulf Boulevard, which will not have to

accept as much runoff after development is completed.

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.*

The proposed building can be characterized as a contemporary take on traditional styling, with the restrained expressions of clean lines and unadorned surfaces. Finishes incorporating stucco finish with stone decorative feature panels, articulation of the fenestration using balconies with tinted colored glass and other finish treatments commonly found in traditional contemporary vernacular that add to the visual interest. Building colors mimic water tones of cool blues and whites resulting in a calming aesthetic

The Project was designed with a scale similar to adjacent properties on Gulf Boulevard. The buildings in the Project are located to ensure the height, design, and massing have a minimal, mitigated impact on neighboring properties. The thoughtful design of the Project also protects the public with enhanced building setbacks. Increased setbacks, enhanced landscaping and a perimeter Promenade will improve the pedestrian experience along Gulf Boulevard. Building facades are varied to avoid monolithic structures and high-quality building materials are proposed. Any advertising and signage must comply with the LDC through separate permitting.

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

Pursuant to Sec. 42.8. of the LDC, the Maximum impervious surface ratio (ISR) for all other uses, other than residential Uses: 0.85

The Project will comply with all Comprehensive Plan and LDC limitations regarding landscaping, open space, and impervious surface.

The proposed Development's Site landscaping and open space provision offers restorative areas and will meet or exceed the LDC.

Access to green space and open water views can assist in reducing the stress of city living. The proposed Courtyard introduces a place for pedestrians to rest and enjoy the Beach community.

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.*

The hours of operation for all outdoor Food Service will vary in openings from 9:00am to 8:00am and will end at 9:00pm. Indoor Food Service hours of operation will conform to Industry Standards, Room Service from 6:00am to 10:00pm. Typically, Food Service and Indoor Bars 11:00am to midnight.

7. *Fire suppression and facility security.*

The Building will be equipped with the latest and premium Fire Sprinkler Systems, and top of the Line Fire Alarm Systems which includes the latest Fire Communication System in Stair Towers.

8. *Emergency management and hurricane evacuation provisions.*

The proposed Building will become one of the few new FEMA-compliant Buildings designed to the most effective new Codes as to Building Elevation, Construction, Wind Mitigation, Flood Proofing, and a Storm Management plan, all of which will provide Safety and Emergency Management Plans, absent of many of the existing similar non-compliant Beach Buildings.

As noted in the Comprehensive Plan, transient accommodations have a smaller impact on hurricane evacuations than multifamily residential development. However, all properties in the City must be prepared for a storm event. The proposed resort will have a hurricane preparation plan, and the owners/managers will work with the City to provide staging and housing for emergency responders.

Development of the Project will comply with all emergency management provisions as required by FLUE Policies 2.9.1, 2.9.6, 3.2.1, and 5.1.2, as well as Transportation Element Policy 1.1.1. The new resort will also file a Hurricane Closure and Evacuation Plan with the City pursuant to FLUE Policy 4.1.5.

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*

As stated, the proposed structures along the north boundary of the property will have no impact to the adjacent hotel to the north. To the south the proposed structures have been specifically designed with a proper setback (both along the side and rear lot lines) to protect the existing buildings. The height and design ensure s that there is little to no impact to sunlight is expected.

- 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.*

The Project will have significant setbacks but is not located on the Beach and does not impact and is not measured to the Coastal Construction Control Line which is several hundred feet away, thus there is no impact to the waterfront from neighboring properties.

I believe we have responded fully and completely to the Conditional Use Permit requirements.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made and entered into this 9 day of May, 2023 (the “Effective Date”), by and between SUNGOLD, LLC, a Florida limited liability company, (“Seller”); and MBT MANAGEMENT LLC, a Florida limited liability company (“Buyer”). Unless otherwise defined in this Agreement, the capitalized terms used in this Agreement have the meanings given such terms in Section 1 hereof (unless the context otherwise requires).

RECITALS:

- A. Seller is the owner of certain Real Property (as defined in Section 1 hereof).
- B. Buyer desires to purchase and Seller desires to sell the Property (hereinafter defined in Section 1 hereof) pursuant to the terms stated herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants, representations, warranties and agreements contained herein, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged by all the parties, it is agreed as follows:

SECTION 1. Definitions. For purposes of this Agreement, the following capitalized terms used herein shall have the meanings set forth below:

Environmental Law. “Environmental Law” means any federal, state, or local law, statute, ordinance, regulation, order or rule pertaining to health, industrial hygiene or environmental conditions, including, without limitation, the Comprehensive Environmental Response, Conservation and Liability Act; the Resource Conservation and Recovery Act; the Federal Clean Water Act; the Federal Insecticide, Fungicide, and Rodenticide Act; the Federal Toxic Substances Control Act; the Federal Safe Drinking Water Act; the Federal Hazardous Materials Transportation Act; and environmental laws of the State of Florida, including, without limitation, any laws regarding (i) Hazardous Substances, (ii) drinking water, (iii) underground storage of Hazardous Substances, (iv) hazardous waste management and/or (v) the presence or treatment of mold, mildew or similar materials.

Escrow Agent. “Escrow Agent” means Old Republic National Title Insurance Company, or such other title company as shall be designated by Buyer.

Hazardous Substance. “Hazardous Substance” means (a) those substances included within the definition of “Hazardous Substances,” “Hazardous Materials,” “Toxic Substances,” “Hazardous Waste,” or “Solid Waste” in any Environmental Law or in the regulations promulgated pursuant thereto; (b) those substances listed in the United States Department of Transportation Table (9 C.F.R. 172.101 and any amendments thereto) or by the Environmental Protection Agency as hazardous substances (40 C.F.R. Part 302 and amendments thereto); (c) such other chemicals, substances, material, toxins, contaminants and wastes that are or become regulated under the applicable local, state, or federal laws or regulations; (d) oil and petroleum products, asbestos,

polychlorinated biphenyls, TCE, PCE or urea formaldehyde; and (e) mold, mildew and similar materials.

Improvements. “Improvements” means all buildings, landscaping, parking, signs and other improvements now or hereafter situated on the Real Property (not including the Personal Property), if any, and all right, title and interest appurtenant to the Improvements, including, without limitation, (a) any easement, right-of-way, license, interest, right and appurtenance of any kind relating to the Improvements, (b) any award from and after the Closing Date relating to any damage or any condemnation or other taking (whether permanent or temporary) of the Improvements or any rights related thereto, and (c) any insurance proceeds relating to any casualty loss due and owing to Seller as a result of damage or destruction of all or any portion of the Improvements to the extent not applied by Seller to restore the Improvements.

Judgment. “Judgment” means any judgment, order, award, or decree of any court, governmental authority, regulatory body or arbitrator of any kind.

Judicial Action. “Judicial Action” means any action, lawsuit, claim, proceeding, or investigation (or group of related actions, lawsuits, proceedings or investigations) brought before any court or other adjudicative body.

Personal Property. “Personal Property” means all right, title and interest of Seller in and to (i) all equipment, furniture, furnishing, fixtures, and personalty, if any, located at the Real Property and/or the Improvements or affixed to any of the Real Property or the Improvements, which is owned by Seller and used in the operation of the Improvements, including, without limitation, the personal property set forth on Schedule 3 attached hereto and incorporated herein by this reference and (ii) all governmental approvals, licenses, entitlements, trademarks, goodwill, and other intangible property owned by Seller or otherwise appurtenant or relating to the Real Property.

Property. “Property” means, collectively, the Improvements, the Real Property, and the Personal Property.

Real Property. “Real Property” means that certain tract or parcel of land located in St. Pete Beach, Florida, and having parcel identification numbers of 07-32-16-18143-001-0020, 07-32-16-18143-001-0010, 07-32-16-07398-001-0230, 07-32-16-07398-001-0170, and as further described in Exhibit “A” attached hereto and incorporated herein by this reference, together with all right, title and interest appurtenant to such land, including, without limitation, any easements, rights of way, licenses, mineral rights, water rights, water stock and all other interests, rights and appurtenances of any kind relating to the land, and Seller’s interest, if any, in any land lying in the bed of any highway, street, road, avenue, access-way or in any easement, opened or proposed, in front of, at a side or adjoining such land.

Title Company. “Title Company” means LawUS, LLC, as agent for Old Republic National Title Insurance Company.

SECTION 2. Purchase Price and Terms of Payment. The purchase price (“Purchase Price”) for the Property is Eighteen Million and No/100 Dollars (\$18,000,000.00). The Purchase Price shall be paid by Buyer as follows:

A. Within five (5) days after the Effective Date, Buyer shall deposit the sum of Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00) with the Escrow Agent (the “Earnest Money”) and the Escrow Agent shall deposit such Earnest Money in an interest bearing account. Buyer shall be entitled to all interest accumulating on the Earnest Money, unless Seller is entitled to retain the Earnest Money as liquidated damages pursuant to the terms of Section 14 herein.

B. Upon Closing, the Earnest Money (including all interest earned thereon) shall be applied against the Purchase Price, and the balance of the Purchase Price shall be paid to Seller in immediately available funds.

SECTION 3. Conveyance and Title. Subject to the terms and conditions of this Agreement and for the consideration set forth herein, Seller agrees to convey, transfer, assign, sell and deliver to Buyer at Closing all of the following:

A. Fee simple title to the Real Property and Improvements by special warranty deed, subject only to the Permitted Exceptions and the lien for ad valorem taxes which are not yet due and payable. The legal description for the Real Property to be used in the aforementioned deed may, at Buyer’s election (and to the extent applicable), be taken from the survey obtained by Buyer during the Due Diligence Period; and

B. All of Seller’s right, title and interest in and to the Personal Property, if any.

Seller agrees to deliver possession of the Property on the Closing Date to Buyer, free of any lease or other right of possession or claim of right of possession by any person or entity, except for the Permitted Exceptions.

SECTION 4. Title Review. Buyer shall cause the Title Company to issue a commitment for a policy of title insurance relative to the Property (the “Title Commitment”) and, within Seventy-five (75) days after the Effective Date, Buyer shall notify Seller, in writing, of such objections as Buyer may have to anything contained in the Title Commitment and any survey Buyer obtains of the Property (the “Survey”). Any item contained in Schedule B-2 of the Title Commitment or any matter shown on the Survey to which, in either case, Buyer does not object during the Due Diligence Period will be deemed a “Permitted Exception”; provided, however, Buyer shall be permitted to raise as title objections (within five (5) business days of Buyer being notified thereof) matters affecting title of which Buyer receives notice by an amendment, update or continuation of the Title Commitment or Survey (as applicable). In the event Buyer notifies Seller of objections to title or survey matters prior to the expiration of the Due Diligence Period (or pursuant to any amendment, update or continuation of the Title Commitment or Survey as aforesaid), Seller will have the right, but not the obligation, to cure such obligations (except that Seller shall be obligated to cure all Monetary Liens (as defined herein). Within five (5) business days after receipt of Buyer’s notice of objections, Seller shall notify Buyer in writing if Seller elects to cure such objections or if Seller elects not to cure such objections (“Seller’s Cure Notice”). If Seller provides no notice, then Seller shall be deemed to have elected not to cure. If Seller elects to cure such objections, Seller will have until the Closing Date to remove, satisfy or cure the same. If Seller elects not to cure such objections prior to the Closing, Buyer shall have the following options: (i) to accept a conveyance of the Property subject to those certain matters objected to by Buyer (not to include any Monetary Liens) which Seller is unwilling to cure, and without reduction

of the Purchase Price; or (ii) to terminate this Agreement by sending written notice thereof to Seller, and upon delivery of such notice of termination, this Agreement will terminate and the Earnest Money (including any interest earned thereon) shall be returned to Buyer, and thereafter neither party hereto will have any further rights, obligations or liabilities hereunder except with regard to any breach or default existing as of that date or to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement. As used herein, “Monetary Lien” means and includes any deed of trust, mortgage, mechanics’ lien or other lien, claim or encumbrance which evidences or secures a fixed monetary amount, other than ad valorem real property taxes not yet delinquent. Notwithstanding anything contained herein to the contrary, Seller must satisfy all Monetary Liens in full, at Seller’s sole cost and expense, at or prior to the Closing, failing which Buyer may, in addition to and not in limitation of the exercise by Buyer of any other right or remedy provided hereunder, at its option, elect to satisfy any such Monetary Lien and reduce the Purchase Price in accordance with the amount of money expended.

SECTION 5. Inspection and Cooperation.

A. Buyer and its invitees and agents shall have the right, during the period (the “Due Diligence Period”) beginning on the Effective Date and ending on the date which is One Hundred and Fifty (150) days after the later of the Effective Date to enter upon the Real Property and the Improvements to conduct all inspections and investigations of the condition and all other aspects of the Property which it may deem necessary or desirable in its sole discretion (collectively, “Inspections”), including, but not limited to, the performance of surveys, tests, studies, inquiries, investigation and reviews relating to the Property, and the right to review and copy any other information in Seller’s possession or available to Seller regarding the Property (provided, however, Buyer may not perform any so-called “Phase II” environmental or other invasive testing without Seller’s consent (not to be unreasonably withheld, conditioned or delayed)).

B. Within five (5) days after the Effective Date, Seller shall deliver to Buyer copies of all agreements and documents in Seller’s possession which affect the Property, including, but not limited to, the following (collectively, the “Due Diligence Materials”):

- (i) Copies of any prior title commitments and title policies concerning the Property;
- (ii) Copies of any surveys of the Property;
- (iii) Copies of any Phase I and/or Phase II environmental assessments and similar environmental reports concerning the Property; and
- (iv) Copies of any geotechnical and soils reports concerning the Property.

Buyer shall also have a right to review and inspect all contracts or other agreements affecting or relating to the Property. Additionally, Seller shall cooperate in good faith with Buyer and Buyer’s invitees and agents with respect to Buyer’s Inspections. The aforementioned listing does not prohibit Buyer’s requesting of, and Buyer expressly reserves the right to request, additional materials (without affecting the timing of the Due Diligence Period) from Seller as determined by Buyer during its review of Due Diligence Materials. Seller agrees to use commercially reasonable

efforts to provide any additional materials so requested within three (3) business days of Buyer's written request therefor (which may include e-mail requests).

C. Any tests conducted in connection with such Inspections shall be conducted so as not to damage the Property and/or unreasonably interfere with the use of the Property by Seller. Buyer agrees to repair or restore promptly any damage to the Property caused by Buyer, its agents, contractors and invitees arising from Buyer's Inspections. All such entries onto the Property shall be at the risk of Buyer, and Seller shall have no liability for any injuries sustained by Buyer or any of Buyer's agents, contractors or invitees. Buyer agrees to indemnify, defend and hold Seller harmless from and against any and all loss, claim, action, demand or liability which may arise against Seller or the Property by virtue of Buyer's Inspections, which indemnity shall survive Closing or termination of this Agreement for a period of one (1) year; provided, however, that Buyer shall in no event be liable to Seller for a reduction in the value of the Property or any other costs, damages or liabilities resulting solely from the discovery of an existing condition or circumstance relating to the Property. Upon completion of Buyer's Inspections, Buyer shall restore the Property to substantially the same condition as it existed before Buyer's entry upon the Property.

D. Buyer may, at Buyer's sole discretion, extend the Due Diligence Period for up to five (5) additional and successive thirty (30) day periods by giving written notice to Seller prior to the expiration of the Due Diligence Period and immediately paying \$20,000.00 (each an "Extension Deposit") per each 30-day extension directly to Seller, which Extension Deposit(s) shall be nonrefundable but applicable to the Purchase Price in the event of a Closing. In the event that any Extension Deposit is not received by Seller or Seller's attorney within one (1) business day after the date that Seller receives the written extension notice, then such extension notice shall be deemed null and void, and the Due Diligence Period shall expire without extension as originally scheduled and any remaining extension rights shall be forfeited by Buyer.

E. If Buyer, in its sole and absolute discretion, desires not to purchase the Property for any reason or no reason, then Buyer may terminate this Agreement by providing written notice thereof to Seller prior to 5:00 P.M. Eastern time on or prior to the date of expiration of the Due Diligence Period, whereupon the Earnest Money (including any interest earned thereon) shall be returned to Buyer, the Extension Deposit(s) shall be retained by Seller, if applicable, and this Agreement shall terminate and neither party hereto shall have any liability to the other except for the obligations of Buyer set forth in Section 5.C herein. If Buyer does not timely terminate this Agreement in writing as described above, then the Earnest Money shall be nonrefundable but applicable to the Purchase Price in the event of a Closing.

F. There is no rezoning, approvals or entitlements period under this Agreement. Buyer may verify the existing entitlements for the Property but shall not seek to change the existing zoning or entitlements for the Property.

SECTION 6. Closing. The consummation of the transactions contemplated hereby shall be held at the offices of Escrow Agent or by mail, or at such other place as the parties may mutually agree. As used in this Agreement, "Closing" means the delivery of the special warranty deed to Buyer for the Real Property, the delivery of the other closing documents contemplated hereunder, and the delivery of the Purchase Price to Seller, subject to prorations as described

herein. The Closing shall occur on a date which is sixty (60) days following the expiration of the Due Diligence Period, or an earlier mutually agreeable date. The date on which the Closing occurs is referred to herein as the “Closing Date.”

SECTION 7. Expenses of Closing. Seller shall pay and be responsible for the following costs: (i) the removal of any Monetary Liens; and (ii) any curative title documents. Buyer shall pay and be responsible for the following costs: (i) all documentary stamp taxes and transfer taxes due or payable upon the deed or in connection with the transfer of the Property; (ii) all recording and filing fees for all recordable instruments executed and delivered by Seller at the Closing pursuant to the terms hereof (except for matters pertaining to the removal of any Monetary Liens or curative title documents); (iii) all escrow and closing fees; (iv) the cost of the title search and the title insurance premiums, including any special coverage or endorsements to any owner’s policies of title insurance Buyer elects to purchase and; (v) the cost of any survey and all other studies and due diligence procured by Buyer. Each party shall be responsible for its own attorney’s fees and costs, except as provided otherwise by this Agreement.

SECTION 8. Closing Documents.

A. Seller shall execute and/or deliver, as applicable, the following documents at Closing:

(i) A special warranty deed for the Real Property and Improvements as described in Section 3.A, subject only to the applicable Permitted Exceptions;

(ii) A Seller’s affidavit, in form and content reasonably acceptable to Buyer and the Title Company, affirming that no labor has been performed on the Real Property and Improvements within any applicable statutory lien period (or if work has been performed during such period, then certifying as to payment in full and/or waiving lien rights as to the Real Property and Improvements) and that there are no outstanding liens or rights to claim liens against the Real Property or Improvements; and that there are no leases or occupancy agreements in effect with respect to the Property;

(iii) An executed closing statement itemizing the dollar amount of all financial matters relating to the Closing, including the adjustments and prorations provided herein;

(iv) A FIRPTA affidavit;

(v) A bill of sale with respect to the Personal Property to be conveyed hereunder, free and clear of all liens, claims and encumbrances, but otherwise without any warranty, if applicable;

(vi) Such evidence of Seller’s authority as is reasonably requested by Buyer or the Title Company and an owner’s title affidavit in such form as reasonably requested by the Title Company to remove the so-called standard exceptions from the applicable title insurance policies;

(vii) A certification stating that the representations and warranties of Seller contained herein shall be true and correct at Closing with the same effect as though such representations and warranties had been made at and as of Closing; and

(viii) Such other documents as may be contemplated by this Agreement or otherwise reasonably necessary or desirable in consummating the transaction contemplated by this Agreement, including evidence of the authority of the person(s) executing the closing documents on behalf of Seller.

B. Buyer shall execute and/or deliver, as applicable, the following at Closing:

(i) An executed closing statement, itemizing the dollar amount of all financial matters related to the Closing, including the adjustments and prorations provided for herein; and

(ii) Such other documents as may be contemplated by this Agreement or otherwise reasonably necessary or desirable in consummating the transaction contemplated by this Agreement, including evidence of the authority of the person(s) executing the closing documents on behalf of Buyer.

SECTION 9. Prorations and Allocations. The following items shall be adjusted between Seller and Buyer as of the Closing Date (the “Adjustment Date”) so that the Buyer receives the benefit of all income from the Property prior to the Closing Date and bears the burden of all expenses and liabilities relating to the Property prior to the Closing Date:

A. Taxes. Real estate taxes, payments in lieu of real estate taxes, ad valorem and personal property taxes, and other state, county and municipal taxes, charges and assessments (special or otherwise) on the basis of the calendar or tax year in which Closing occurs (whichever is customary) and regardless of when the same become a lien or are payable. Seller and Buyer agree that (subject to any post-Closing adjustments as described in Section 9.D below) Buyer shall be responsible for the payment of all real estate taxes due with respect to the Property for the year in which Closing occurs and at Closing Buyer shall receive a credit from Seller for the pro rata portion of such taxes due based upon the number of days during the calendar year in which Closing occurs that Seller owned the Property.

B. Charges for Utilities. Charges for water, electricity, gas and other utilities. In the event the meter readings are not available at Closing, then the parties agree to notify the utility companies to read the meters as soon as possible after Closing and render a final bill to Seller and the parties will prorate at Closing based on the prior month’s invoices. At Closing, Seller shall advise Buyer whether any provider of a public utility to the Property is then holding a deposit in connection therewith. Seller shall retain the right to receive the return of such deposit.

C. Other Charges. All other expenses relating to the Property (including any service contract costs and assessments or other charges payable under restrictive covenant agreements or other documents of public record) which have been accrued but not paid by Closing and which are customarily prorated in commercial real estate closings in the area where the Property is located.

D. Errors in Computations; Estimates. Any errors or omissions in computing adjustments and apportionments at the Closing shall be corrected promptly thereafter. In addition, any prorations made at Closing based on estimates will be subject to adjustment between Buyer and Seller at such time as the actual amounts are available, provided, however, any such adjustments may only be made within one (1) year of Closing.

SECTION 10. Covenants Pending Closing. Following execution of this Agreement and at all times prior to the Closing, Seller shall:

(i) carry on Seller's operations at the Real Property and Improvements and maintain the Real Property and Improvements substantially in the same manner as heretofore conducted and existing and in all events in the ordinary course of business, if applicable;

(ii) refrain from disposing of any property, entering into any leases or other agreements which will survive the Closing with respect to the Property (unless same have been approved by Buyer), or otherwise entering into any transaction inconsistent with the terms of this Agreement;

(iii) not encumber the Property with any matter of public record or enter into any contracts affecting the Property which cannot be terminated by Seller at Closing.

SECTION 11. Conditions Precedent to Closing.

A. The obligations of Buyer under this Agreement are subject to the fulfillment on or before the Closing Date of the following conditions precedent, any one or more of which conditions may, at the option of Buyer, be waived in writing by Buyer:

(i) The representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date, with the same force and effect as made on the Closing Date.

(ii) The execution by Seller (and all other required parties) and delivery of all documents required under Section 8 hereof, and Seller having performed all of its obligations hereunder prior to Closing.

B. If the failure of any condition precedent set forth above results in connection with a default hereunder by Seller, Buyer shall be entitled to exercise its remedies under Section 14 below). If the failure of any condition precedent set forth above does not result in connection with a default hereunder by Seller, Buyer shall be entitled to terminate this Agreement and receive a refund of the Earnest Money (and all interest earned thereon); and upon such termination, neither party hereto shall have any liability to the other except for provisions which expressly survive the termination of this Agreement.

SECTION 12. Brokerage Commission. The parties represent and warrant to each other that are no brokers involved in the transaction contemplated by this Agreement. Buyer and Seller agree that in the event of a breach of the warranties and representations set forth in this Section 12, then the breaching or defaulting party shall indemnify and hold the other harmless with

respect to any loss or claim, including all attorneys' fees and costs of litigation through appellate proceedings. This Section 12 shall survive the Closing.

SECTION 13. Establishment of Escrow.

A. The terms and conditions set forth in this Agreement shall constitute both an agreement between Seller and Buyer and instructions for Escrow Agent, which Escrow Agent shall acknowledge and agree to be bound by, as evidenced by its execution of this Agreement. Seller and Buyer shall promptly execute and deliver to Escrow Agent any separate or additional escrow instructions requested by Escrow Agent which are consistent with the terms of this Agreement. Any separate or additional instructions shall not modify or amend the provisions of this Agreement unless otherwise expressly agreed by mutual consent of Buyer and Seller. Buyer and Seller both hereby acknowledge and agree that Escrow Agent shall hold and deliver the Earnest Money and all other deposits which may be made under this Agreement in accordance with the terms and conditions of this Agreement and that Escrow Agent shall be relieved of all liability and held harmless by both Seller and Buyer in the event Escrow Agent makes any disbursement of such monies in accordance with the terms and provisions of this Agreement. Escrow Agent shall be relieved from any responsibility or liability and held harmless by both Buyer and Seller in connection with the discharge of Escrow Agent's duties hereunder provided that Escrow Agent exercises ordinary and reasonable care in the discharge of such duties.

B. The Earnest Money shall be placed in an interest-bearing account of a federally insured financial institution. All interest earned on the Earnest Money shall belong to Buyer unless Buyer fails to close as provided in Section 14.B herein, in which event all interest earned on the Earnest Money shall belong to Seller. Escrow Agent shall not be responsible for any fluctuations in interest rate paid on the deposit(s) or for penalties for early withdrawal. In the event a dispute arises between Buyer and Seller with respect to the Earnest Money and/or the proper disposition thereof, Escrow Agent shall not disburse the Earnest Money, but rather shall pay the Earnest Money into court in the context of an interpleader action. In the event that Escrow Agent requires a separate escrow agreement be executed by the parties, then, once executed, the separate escrow agreement shall control in connection with any conflict between the provisions of this Section 13 and the terms of the separate escrow agreement.

SECTION 14. Default and Remedies.

A. If Seller defaults hereunder then, as Buyer's sole and exclusive remedy hereunder, either (i) Buyer may terminate this Agreement and have the Earnest Money (including all interest earned thereon) returned to Buyer, or (ii) Buyer shall have the right to enforce specific performance (*i.e.*, to compel Seller to convey the Property and otherwise perform its obligations hereunder).

B. If Buyer defaults hereunder, then the Escrow Agent shall upon receipt of demand from Seller pay over the Earnest Money (including interest earned thereon) to Seller, as Seller's sole and exclusive remedy hereunder for such default of Buyer, the parties hereto acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Buyer's default. Seller's retention of the Earnest Money is intended not as a penalty, but as full liquidated damages. The right to receive and retain the Earnest Money as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Buyer. With

respect to any default by Buyer or Seller hereunder, except for Seller's failure to deliver the deed to Title Company at Closing and Buyer's failure to deliver the Purchase Price to Title Company at Closing, the non-defaulting party shall give written notice of the default to the defaulting party, and the defaulting party shall have three (3) business days to cure the default, provided however, in no event shall this sentence cause or permit the Closing to be extended.

SECTION 15. Warranties and Representations of Buyer. Buyer represents, warrants and covenants to Seller and agrees that, at and as of the date of this Agreement and at and as of the Closing Date, the following statements shall be true:

A. Legal Capacity. Buyer has full legal capacity to execute and deliver this Agreement and to perform all of its obligations hereunder.

B. Power. This Agreement and all other agreements, instruments and documents required to be executed or delivered by Buyer pursuant hereto have been or (if and when executed) will be duly executed and delivered by Buyer, and are or will be legal, valid and binding obligations of Buyer. No governmental consents and permissions are required to be obtained by Buyer for the execution and performance of this Agreement and the other documents to be executed by Buyer hereunder. The consummation of the transactions contemplated herein and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, any agreement or document to which Buyer is a party or by which it is bound, or any order, rule or regulation of any court or of any federal or state regulatory body or any administrative agency or any other governmental body having jurisdiction over Buyer.

C. No proceedings. There is not now pending or, to Buyer's knowledge, threatened, any action, suit or proceeding, legal, equitable or otherwise, before any court or governmental agency or body which might adversely affect Buyer's ability to perform its obligations hereunder.

D. Patriot Act Compliance. Buyer is not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any law that is enforced or administered by the Office of Foreign Assets Control, and is not engaging in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation.

E. Survival. The above representations and warranties shall be true and correct both as of the date of this Agreement and at Closing; provided, however that if, prior to the Closing, Seller first learns of any inaccuracy or misstatement, then Seller may, at its option and as its sole remedy either (i) waive the breach and proceed with the Closing in which case Buyer will have no continuing liability with respect thereto or (ii) elect to exercise its remedies under Section 14.B hereof. If Seller learns after Closing that a representation by Buyer contained herein is not true and correct, then Seller may bring an action against Buyer for Seller's damages resulting from such untrue or incorrect representation and pursue any other remedies available to at law or in equity. All representations and warranties of Buyer in this Agreement shall survive Closing for a

period of one (1) year and Buyer shall have no liability under this Agreement for a breach of any representation or warranty contained herein if Seller fails to give written notice to Buyer (prior to the expiration of the foregoing one (1) year period) alleging a breach by Buyer of a representation or warranty contained in this Agreement.

SECTION 16. Warranties and Representations of Seller. Seller represents, warrants and covenants to Buyer and agrees that, at and as of the date of this Agreement and at and as of the Closing Date, the following statements shall be true:

A. Power. Seller has full power to own the Property and conduct the business presently being conducted by it.

B. Authority Relative to this Agreement. The execution, delivery and performance of this Agreement and the closing documents by Seller and the execution, delivery and performance by each individual and/or entity signing this Agreement on behalf of Seller, has been duly authorized and approved by all requisite action on the part of Seller.

C. FIRPTA. Seller is not a “foreign person” within the meaning of Section 1445 (f)(3) of the Internal Revenue Code.

D. Pending Litigation. Seller has received no notice of and has not been served with, and to Seller’s knowledge, there are no actions, suits or proceedings (including arbitration proceedings) pending or threatened affecting any portion of the Property or the Seller’s interest therein at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, except as may be disclosed to Buyer in writing within five (5) days of the Effective Date.

E. Condemnation. To Seller’s knowledge, there are no condemnation actions against or relating to the Property or any portion thereof. Seller has not received any notice of any such contemplated condemnation action.

F. Violations. Seller has not received any written notice of, and has no actual knowledge of, any violation of any zoning, building, public safety ordinance or regulation pertaining to the Property or any portion thereof.

G. Leases. There are no leases or other occupancy agreements affecting the Property, except as may be disclosed to Buyer in writing within five (5) days of the Effective Date.

H. Contracts/Purchase Options. There are no existing contracts for the sale of the Property or any constituent or portion thereof, and there are no existing rights of first refusal or options to purchase the Property.

I. Bankruptcy Proceedings. Seller is not the subject of any existing, pending, threatened or contemplated bankruptcy, solvency or other debtor’s relief proceeding.

J. Patriot Act Compliance. Seller is not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who

Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any law that is enforced or administered by the Office of Foreign Assets Control, and is not engaging in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation.

K. Assumed Agreements. There will be no agreements binding upon Buyer after Closing which have been entered into by, or on behalf of Seller (subject to the terms of Section 37.A hereof) and the Permitted Exceptions.

L. Environmental Laws. Seller has no actual knowledge regarding the Property being in violation of any Environmental Laws and Seller has not used, stored, disposed of or released any Hazardous Substances on the Property in violation of any Environmental Law.

M. Survival. The above representations and warranties shall be true and correct both as of the date of this Agreement and at Closing; provided, however that if, prior to the Closing, Buyer first learns of any inaccuracy or misstatement, then Buyer may, at its option and as its sole remedy either (i) waive the breach and proceed with the Closing in which case Seller will have no continuing liability with respect thereto or (ii) elect to exercise its remedies under Section 14.A hereof. If Buyer learns after Closing that a representation by Seller contained herein is not true and correct, then Buyer may bring an action against Seller for Buyer's damages resulting from such untrue or incorrect representation and pursue any other remedies available to at law or in equity. All representations and warranties of Seller in this Agreement shall survive Closing for a period of one (1) year and Seller shall have no liability under this Agreement for a breach of any representation or warranty contained herein if Buyer fails to give written notice to Seller (prior to the expiration of the foregoing one (1) year period) alleging a breach by Seller of a representation or warranty contained in this Agreement.

SECTION 17. Risk of Loss. For any damage or other casualty to the Property prior to Closing, Seller shall assign without recourse or warranty to Buyer any insurance proceeds payable to Seller with respect to such damage or casualty and pay Buyer the amount of any applicable insurance deductible, if applicable.

SECTION 18. Condemnation. If any authority having the right of eminent domain shall commence negotiations with Seller or shall commence legal action against Seller for the damaging, taking or acquiring of all or any part of the Property either temporarily or permanently, by condemnation or by exercise of the right of eminent domain, Seller shall promptly upon learning of the same give notice of the same to Buyer. If the nature of said legal action is such that the portion of the Property proposed to be taken interferes with the normal business operations of the Property, Buyer shall have the right, at its option, to terminate this Agreement by giving notice thereof to Seller on or before the Closing Date, in which event Buyer shall be released of all further obligations hereunder and Buyer's Earnest Money and any other deposit(s) made by Buyer together with any interest earned thereon shall be returned to the Buyer. If Buyer does not so terminate this Agreement, the Purchase Price for the Property shall be reduced by the total of any awards, settlement proceeds, or other proceeds received by the Seller prior to date of Closing with respect to any damage or taking. At the Closing, Seller shall assign to Buyer all rights of Seller in

and to any future awards, settlement proceeds or other proceeds which are payable at or after the Closing Date. The risk of condemnation or eminent domain shall be borne by the Seller until the Closing Date as described above. In the event of any negotiations with any authority regarding the payment of any awards or other sums or regarding any settlement on account of any damaging, taking or acquiring through condemnation or eminent domain, Seller will inform Buyer of all such negotiations of which Seller has notice and will permit Buyer to take part therein.

SECTION 19. Notice. All notices required or allowed by this Agreement shall be delivered in person, by email, or by third party courier (including an overnight courier service such as Federal Express) addressed to the party or person to whom notice is to be given at the following addresses:

To Seller:	Sungold, LLC 3618 El Centro St. St. Pete Beach, FL 33706 Attn: Beth A. Morean
with a copy to:	Johnson Pope 401 E. Jackson St., Suite 3100 Tampa, FL 33602 Attn: Tom Hunt, Esq. Email: tomh@jpfirm.com
To Buyer:	MBT MANAGEMENT LLC 21218 ST. ANDREWS BLVD., #627 BOCA RATON, FL 33433 Attn: Leonard Kreimer
with a copy to:	LawUS 535 Central Avenue St. Petersburg, FL 33701 Attn: Donald J. Schutz, Esq. Email: don@LawUS.com

Notice shall be deemed to have been given upon the date of email, delivery in person or deposit with an expedited mail service, unless a response is required or contemplated hereunder, in which case same shall be deemed given upon receipt. The addresses for the purpose of this paragraph may be changed by giving notice as provided herein; provided, however, that unless and until such written notice is actually received, the last address stated herein shall be deemed to continue in effect for all purposes hereunder. Notices given to the respective counsel for each party shall be deemed given to the respective party.

SECTION 20. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the Property described herein. This Agreement may not be amended or modified orally. All understandings and agreements heretofore between the parties with respect

to the Property are merged in this Agreement which alone fully and completely expresses their understanding.

SECTION 21. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

SECTION 22. Amendments. This Agreement may not be amended, modified, altered or changed in any respect whatsoever except by further agreement in writing duly executed by the parties hereto.

SECTION 23. Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision hereto.

SECTION 24. Assignment. Buyer shall have the right, subject to Seller's consent (not to be unreasonably withheld, conditioned or delayed), to assign all or any portion of its right, title and interest in and to this Agreement to any party or parties (provided, however, Buyer may assign this Agreement to one or more parties affiliated with Buyer and/or for which Buyer serves as transaction sponsor without Seller's consent, and may also without Seller's consent effect any assignments contemplated by Section 35 below). Upon such assignment(s), Buyer shall be released from all its obligations or liabilities hereunder. Seller shall not assign its rights hereunder without the prior written consent of Buyer, except in connection with a 1031 exchange.

SECTION 25. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, permitted assigns and legal representatives.

SECTION 26. Time. TIME IS OF THE ESSENCE WITH RESPECT TO ALL MATTERS CONTAINED HEREIN, except as otherwise provided in this Section 26. Whenever any time period is to be computed hereunder, the day from which the period shall begin to run is not to be included, and any period ending on a Saturday, Sunday or legal holiday will be extended to the next business day. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required by it hereunder by reason of strikes, lockouts, inability to procure labor or materials, riots, insurrections, wars or other reasons beyond the reasonable control of the party delayed in performing its obligations, then performance of such act shall be extended for a period equivalent to the period of such delay.

SECTION 27. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties. To facilitate execution of this Agreement, the parties may execute and exchange executed counterparts of the signature pages by e-mail (the parties acknowledging and agreeing that electronic signatures (including electronic copies of manual signatures) shall have the effect of original signatures relative to this Agreement).

SECTION 28. Validity. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall remain in full force and effect.

SECTION 29. No Recordation. Neither this Agreement nor any notice or memorandum thereof shall be recorded in the public records of any jurisdiction.

SECTION 30. Miscellaneous. Whenever used, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

SECTION 31. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 32. Attorneys' Fees. If any action, suit, arbitration or other proceeding is instituted to remedy, prevent or obtain relief from a default in the performance by any party to this Agreement of its obligations under this Agreement, the prevailing party shall be reimbursed by the other party hereto for all of such party's attorneys' fees incurred in each and every such action, suit, arbitration or other proceeding, including any and all appeals or petitions therefrom. As used in this Section, attorneys' fees shall be deemed to mean the full and actual costs of any legal services actually performed in connection with the matters involved, calculated on the basis of the usual fee charged by the attorney performing such service.

SECTION 33. Termination of Agreement. It is understood and agreed that if either Buyer or Seller terminates this Agreement pursuant to a right of termination granted hereunder, such termination shall operate to relieve Seller and Buyer from all further obligations under this Agreement, except that the parties shall be entitled to exercise the rights and enforce the remedies set forth herein and except that such obligations as are specifically stated herein to survive the termination of this Agreement shall so survive.

SECTION 34. Further Assurances. Each party agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. The provisions of this Section 34 shall survive Closing.

SECTION 35. Tax Deferred Exchange. Buyer may be acquiring the Property or Seller may elect to sell the Property as part of an Internal Revenue Code Section 1031 tax deferred exchange. Each party agrees to assist and cooperate in such exchange at no cost, expense or liability to the cooperating party and further agrees to execute any and all documents as are reasonably necessary, in connection with such exchange. The applicable party may be assigning, and is permitted to assign, all contract rights and obligations hereunder to a "qualified intermediary", as that term is defined in the Internal Revenue Code and relevant Treasury regulations, in connection with an exchange. In connection with any such exchange, neither Buyer nor Seller shall be obligated to acquire or convey any property other than the Property. No such permitted assignment under this Section 35 shall relieve either Buyer or Seller of any liability hereunder.

SECTION 36. Confidentiality.

A. As used herein, “Confidential Information” means information concerning the Property, Inspections, Seller’s Deliveries, and this Agreement, including any of the terms and conditions of upon which Seller has agreed to sell and Buyer has agreed to buy the Property described herein, including the Purchase Price.

B. Buyer and Seller agree, except with the prior written consent of the other party, not to directly or indirectly divulge, reveal, report, publish, transfer or disclose, for any purpose whatsoever, any of such Confidential Information to a third party, except as may be reasonably required in connection with any proposed assignment of this Agreement, and except to its attorneys, accountants and other advisors, who will be made aware of the terms of this Section 36, or as required by applicable law. Notwithstanding the foregoing, a copy of this Agreement shall be permitted to be provided to the Escrow Agent.

C. The restrictions set forth in Section 36.B above shall not apply to any part of the Confidential Information which is in or comes into the public domain other than as a result of a breach of this Agreement and shall not apply to any disclosures which are required to be made by law or pursuant to other legal requirement, such as a subpoena.

D. The obligations of confidentiality contained herein shall expire upon the Closing.

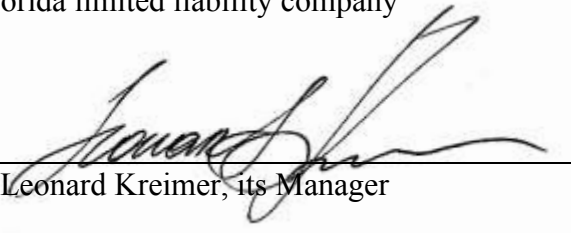
SECTION 37. Radon. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Pinellas county health department.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date.

BUYER:

MBT MANAGEMENT LLC,
a Florida limited liability company

By: 
Leonard Kreimer, its Manager

SELLER:

SUNGOLD, LLC ,
a Florida limited liability company

By: 
Beth A. Morean, its Manager

Exhibit A

Legal Description of Real Property

PARCEL I

Lots 17 and 18, Block A, less the Westerly 10 feet of each Lot for State Road Department right of way taking per Official Records Book 1864, page 161, First Addition to Belle Vista Beach, according to the Plat thereof, recorded in Plat Book 8, page 28, Public Records of Pinellas County, Florida.

PARCEL II

All of Lot 19, in Block A, First Addition to Belle Vista Beach, according to the Plat thereof, as recorded in Plat Book 8, page 28, Public Records of Pinellas County, Florida, less and except that part lying within 40 feet of the centerline of Gulf Boulevard and less and except that part described as follows:

From the Northwest corner of said Lot 19, as platted, run East 10.38 feet along the North line of said Lot 19, for a Point of Beginning; thence continue East 78.92 feet along said North line; thence run South 0°03'23" East, 60.00 feet to a Point on the South line of said Lot 19; thence run West 62.30 feet along said South line; thence North 15°32'00" West, 62.27 feet along a line 40 feet Easterly of measured at right angles and parallel to the said centerline of Gulf Boulevard to the Point of Beginning.

Together with an easement for ingress and egress over and across the North 10 feet of the West 1/2 of Lot 19, less the right of way for Gulf Boulevard.

And

From the Northwest corner of said Lot 19, run East 10.38 feet along the North line of said Lot 19; continue thence East 78.92 feet along said North line; thence run South 0°03'23" East, 8.50 feet to the Point of Beginning; thence run West 1.50 feet; thence South 0°03'23" East, 15.00 feet; thence East 1.50 feet; thence North 0°03'23" West, 15.00 feet to the Point of Beginning being a portion of Lot 19 in Block A, First Addition to Belle Vista Beach, Plat Book 8, page 28, of the Public Records of Pinellas County, Florida.

And

That part of Lot 19, Block A, First Addition to Belle Vista Beach, according to the plat thereof recorded in Plat Book 8, page 28, Public Records of Pinellas County, Florida, less that part lying within 40 feet of the centerline of Gulf Boulevard described as follows:

From the Northwest corner of said Lot 19, as platted, run East 10.38 feet along the North line of said Lot 19, for a Point of Beginning; continue thence East 78.92 feet along said North line; thence run South 0°03'23" East, 8.50 feet; thence West 1.50 feet; thence South 0°03'23" East, 15.00 feet; thence East 1/50 feet; thence South 0°03'23" East, 36.50 feet to the Point on the South line of said Lot 19; thence run West 62.30 feet along said South line of said Lot 19; thence North 15°32'00" West, 62.27 feet along a line of 40 feet Easterly of measured at right angles and parallel to the said centerline of Gulf Boulevard to the Point of Beginning; together with a 10 foot easement for access to Boca Ciega Bay over and across the South 10 feet of that part of said Lot 19, lying East of the East line of the above described portion of said Lot 19.

PARCEL III

Lot 20, Block A, First Addition to Belle Vista Beach, according to the plat thereof recorded in Plat Book 8, page 28, Public Records of Pinellas County, Florida, less that part lying within 40 feet of the survey line of State Road 699, Section 15100 as described in Order of Taking recorded in Official Records Book 1533, page 197, as Clerk's Instrument No 685B, Pinellas County Records.

PARCEL IV

Lot 21, Block A, First Addition to Belle Vista Beach, according to the plat thereof recorded in Plat Book 8, page 28, Public Records of Pinellas County, Florida, less that part lying within 40 feet of the survey line of State Road 699, Section 15100, as described in Order of Taking recorded in Official Records Book 1533, page 197, as Clerk's Instrument No. 685B, Pinellas County Records.

PARCEL V

Lot 22, Block A, First Addition to Belle Vista Beach, according to the plat thereof as recorded in Plat Book 8, page 28, Public Records of Pinellas County, Florida, less that part lying within 40 feet of the survey line of State Road 699, Section 15100 as described in Order of Taking recorded in Official Records Book 1533, page 197, as Clerk's Instrument No. 685B, Pinellas County Records.

PARCEL VI

Lots 1 and 2, Block 1, Corazza Subdivision, according to the map or plat thereof as recorded in Plat Book 113, page 90, Public Records of Pinellas County, Florida.

PARCEL VII

Lot 23, Block A, First Addition to Belle Vista Beach, according to the plat thereof recorded in Plat Book 8, page 28, Public Records of Pinellas County, Florida, less that part thereof lying within 40 feet of the survey line of SR 699, Section 15100, as it appears in Official Records Book 1851, page 582 and 583, Public Records of Pinellas County, Florida.

PARCEL VIII

A parcel of land lying East of the East boundary line of the following Parcels and West of the adjacent seawall:

Lots 17 and 18, Block A, less the Westerly 10 feet of each Lot for State Road Department right of way taking per Official Records Book 1864, page 161, First Addition to Belle Vista Beach, according to the Plat thereof, recorded in Plat Book 8, page 28, Public Records of Pinellas County, Florida;

AND

All of Lot 19, in Block A, First Addition to Belle Vista Beach, according to the Plat thereof, as recorded in Plat Book 8, page 28, Public Records of Pinellas County, Florida, less and except that part lying within 40 feet of the centerline of Gulf Boulevard and less and except that part described as follows:

From the Northwest corner of said Lot 19, as platted, run East 10.38 feet along the North line of said Lot 19, for a Point of Beginning; thence continue East 78.92 feet along said North line; thence run South 0°03'23" East, 60.00 feet to a Point on the South line of said Lot 19; thence run West 62.30 feet along said South line; thence North 15°32'00" West, 62.27 feet along a line 40 feet Easterly of measured at right angles and parallel to the said centerline of Gulf Boulevard to the Point of Beginning;

AND

From the Northwest corner of said Lot 19, run East 10.38 feet along the North line of said Lot 19; continue thence East 78.92 feet along said North line; thence run South 0°03'23" East, 8.50 feet to the Point of Beginning; thence run West 1.50 feet; thence South 0°03'23" East, 15.00 feet; thence East 1.50 feet; thence North 0°03'23" West, 15.00 feet to the Point of Beginning being a portion of Lot 19 in Block A, First Addition to Belle Vista Beach, Plat Book 8, page , of the Public Records of Pinellas County, Florida.

And

That part of Lot 19, Block A, First Addition to Belle Vista Beach, according to the plat thereof recorded in Plat Book 8, page 28, Public Records of Pinellas County, Florida, less that part lying within 40 feet of the centerline of Gulf Boulevard described as follows:

From the Northwest corner of said Lot 19, as platted, run East 10.38 feet along the North line of said Lot 19, for a Point of Beginning; continue thence East 78.92 feet along said North line; thence run South 0°03'23" East, 8.50 feet; thence West 1.50 feet; thence South 0°03'23" East, 15.00 feet; thence East 1/50 feet; thence South 0°03'23" East, 36.50 feet to the Point on the South line of said Lot 19; thence run West 62.30 feet along said South line of said Lot 19; thence North 15°32'00" West, 62.27 feet along a line of 40 feet Easterly of measured at right angles and parallel to the said centerline of Gulf Boulevard to the Point of Beginning; together with a 10 foot easement for access to Boca Ciega Bay over and across the South 10 feet of that part of said Lot 19, lying East of the East line of the above described portion of said Lot 19;

AND

Lot 10, Block A, First Addition to Belle Vista Beach, according to the plat thereof recorded in Plat Book 8, page 28, Public Records of Pinellas County, Florida, less that part lying within 40 feet of the survey line of State Road 699, Section 15100 as described in Order of Taking recorded in Official Records Book 1533, page 197, as Clerk's Instrument No 685B, Pinellas County Records;

AND

Lot 21, Block A, First Addition to Belle Vista Beach, according to the plat thereof recorded in Plat Book 8, page , Public Records of Pinellas County, Florida, less that part lying within 40 feet of the survey line of State Road 699, Section 15100, as described in Order of Taking recorded in Official Records Book 1533, page 197, as Clerk's Instrument No. 685B, Pinellas County Records;

AND

Lot 22, Block A, First Addition to Belle Vista Beach, according to the plat thereof as recorded in Plat Book 8, page , Public Records of Pinellas County, Florida, less that part lying within 40 feet of the survey line of State Road 699, Section 15100 as described in Order of Taking recorded in Official Records Book 1533, page 197, as Clerk's Instrument No. 685B, Pinellas County Records;

AND

Lot 23, Block A, First Addition to Belle Vista Beach, according to the plat thereof recorded in Plat Book 8, page 28, Public Records of Pinellas County, Florida, less that part thereof lying within 40 feet of the survey line of SR 699, Section 15100, as it appears in Official Records Book 1851, page 582

This Instrument Prepared By:
Tiana D. Brown
Action No. 43998
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

BOT FILE NO. 520032393

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Sungold, LLC, a Florida limited liability company, hereinafter referred to as the Lessee, the sovereignty lands described defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Section 07, Township 32 South, Range 16 East, in McPherson Bayou/Boca Ciega Bay, Pinellas County, Florida, containing 9,058 square feet, more or less, as is more particularly described and shown on Attachment A, dated April 22, 2005.

TO HAVE THE USE OF the hereinabove described premises from November 13, 2021, the effective date of this lease renewal, through November 13, 2026, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. **USE OF PROPERTY:** The Lessee is hereby authorized to operate an 8-slip commercial docking facility with a fishing dock to be used exclusively for the mooring of recreational vessels and passive recreational activities in conjunction with an upland commercial vacant lot, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 27, as shown and conditioned in Attachment A. All of the foregoing subject to the remaining conditions of this lease.

2. **LEASE FEES:** The Lessee hereby agrees to pay to the Lessor an initial annual lease fee of \$1,688.41, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

3. **WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT:** (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(32), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

4. **LATE FEE ASSESSMENTS:** The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. **EXAMINATION OF LESSEE'S RECORDS:** For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. **MAINTENANCE OF LESSEE'S RECORDS:** The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. **AGREEMENT TO EXTENT OF USE:** This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease.

12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Sungold, LLC
Attention: Beth Ann Morean
3618 El Centro St
St. Pete Beach, FL 33706

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

13. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

14. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

15. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

17. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

18. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

20. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

22. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

23. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

24. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

25. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

26. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

27. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

28. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

29. FINANCIAL CAPABILITY: To assure the Lessor that the Lessee has the financial capability to undertake and operate the project authorized by this lease, the Lessee certifies to the Lessor as follows: (i) the Lessee is not the subject of a pending bankruptcy proceeding that would prohibit the Lessee from paying its lease fees, on or before the due date, with or without, as applicable, approval from the bankruptcy court or, if appointed, the bankruptcy trustee; (ii) the Lessee has no unsatisfied judgments entered against it that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease; (iii) the Lessee has no delinquent state and local taxes for which it is responsible and that remain outstanding and not in dispute; and (iv) to the best of the Lessee's knowledge, there are no other matters pending or threatened against or affecting the Lessee or the Lessee's interest in the riparian upland property that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease. Any breach of this lease condition shall constitute a default under this lease.

30. SPECIAL LEASE CONDITION: Should a field survey acceptable to the Lessor be required or obtained after the effective date of this lease, the annual lease fees due hereunder shall be adjusted to reflect the increase or decrease in the total preempted area shown by the survey. Any such adjustment shall be effective from the date of the acceptable survey and shall be prospective only. No reimbursement or credit shall be given to the Lessee by the Lessor for overages, and no charge shall be imposed by the Lessor for shortages unless the error resulted from inaccurate information supplied by the Lessee.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

Kathy C. Griffin
Original Signature

Kathy C. Griffin
Print/Type Name of Witness

Tiana D. Brown
Original Signature

Tiana D. Brown
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

(SEAL)

BY:

Brad Richardson
Brad Richardson, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board
of Trustees of the Internal Improvement Trust Fund of the
State of Florida.

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this 21st day of December, 2021, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

[Signature]
DEP Attorney

9/15/2021

Date

Tiana D. Brown
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.



WITNESSES:

Dianne DeButts
Original Signature

Dianne DeButts
Typed/Printed Name of Witness

Bruce Howry
Original Signature

Bruce Howry
Typed/Printed Name of Witness

STATE OF _____

COUNTY OF _____

22 The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this day of November, 2021, by Beth Ann Morean, who is the Manager of Sungold, LLC, a Florida limited liability company, on behalf of the limited liability company. She is personally known to me or has produced _____ as identification.

My Commission Expires: _____

Commission/Serial No. _____

Sungold, LLC.

a Florida limited liability company

(SEAL)

Beth Ann Morean
Original Signature of Executing Authority

Beth Ann Morean

Typed/Printed Name of Executing Authority

Manager

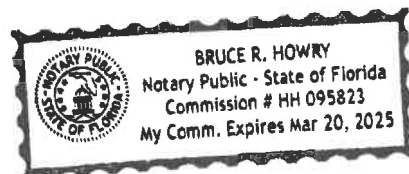
Title of Executing Authority

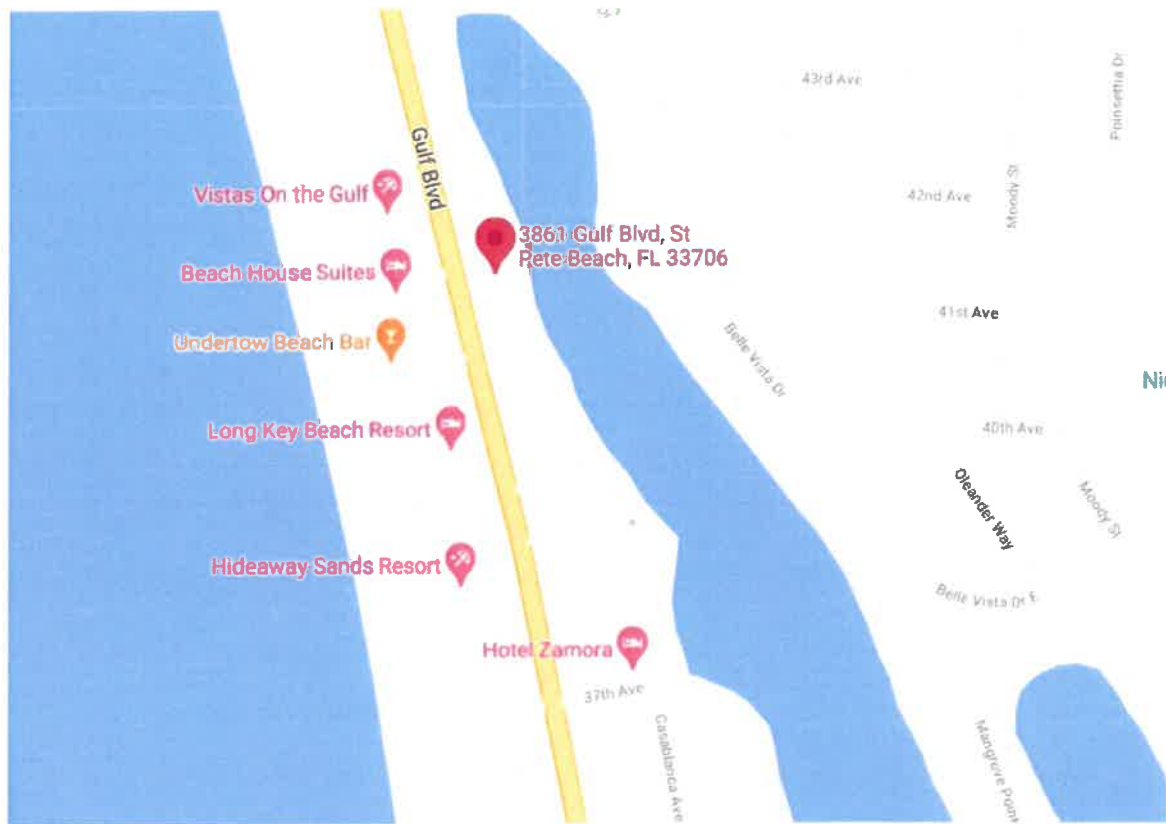
"LESSEE"

Bruce R. Howry
Signature of Notary Public

Notary Public, State of Florida

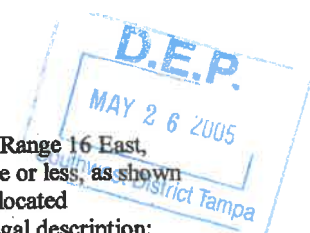
Printed, Typed or Stamped Name





Lease Area Description

A parcel of submerged land located in Section 7, Township 32 South, Range 16 East, Pinellas County, in Boca Ciega Bay containing 9,058 square feet, more or less, as shown on the attached sketch labeled as Exhibit A and dated April 22, 2005, located immediately waterward of that property with the following attached legal description:



PARCEL I

Lots 17 and 18, Block "A", Less the Westerly 10 feet of each Lot for State Road Department right of way taking per Official Records Book 1864, Page 161, FIRST ADDITION TO BELLE VISTA BEACH, according to the plat thereof, recorded in Plat Book 8, Page(s) 28, Public Records of Pinellas County, Florida.

PARCEL II

All of Lot 19 in Block "A", FIRST ADDITION TO BELLE VISTA BEACH, according to the plat thereof, as recorded in Plat Book 8, Page 28, Public Records of Pinellas County, Florida, less and except that part lying within 40 feet of the centerline of Gulf Boulevard and less and except that part described as follows: From the Northwest corner of said Lot 19, as platted, run East 10.38 feet along the North line of said Lot 19, for a Point of Beginning; thence continue East 78.92 feet along said North line; thence run South 0° 03'23" East, 60.00 feet to a Point on the South line of said Lot 19; thence run West 62.30 feet along said South line; thence North 15° 32'00" West, 62.27 feet along a line 40 feet Easterly of measured at right angles and parallel to the said centerline of Gulf Boulevard to the Point of Beginning.

Together with an easement for ingress and egress over and across the North 10 feet of the West 1/2 of Lot 19, less the right of way for Gulf Boulevard.

And

From the Northwest corner of said Lot 19, run East 10.38 feet along the North line of said Lot 19; continue thence East 78.92 feet along said North line; thence run South 0° 03'23" East, 8.50 feet to the Point of Beginning; thence run West 1.50 feet; thence South 0° 03'23" East, 15.00 feet; thence East 1.50 feet; thence North 0° 03'23" West, 15.00 feet to the Point of Beginning being a portion of Lot 19 in Block "A", FIRST ADDITION TO BELLE VISTA BEACH, Plat Book 8, Page 28, of the Public Records of Pinellas County, Florida.

And

That part of Lot 19, Block "A", FIRST ADDITION TO BELLE VISTA BEACH, according to the plat thereof recorded in Plat Book 8, Page 28, Public Records of Pinellas County, Florida, Less that part lying within 40 feet of the centerline of Gulf Boulevard, described as follows:

From the Northwest corner of said Lot 19, as platted, run East 10.38 feet along the North line of said Lot 19, for a Point of Beginning; continue thence East 78.92 feet along said North line; thence run South 0° 03'23" East, 8.50 feet; thence West 1.50 feet; thence South 0° 03'23" East, 15.00 feet; thence East 1.50 feet; thence South 0° 03'23" East, 36.50 feet to the Point on the South line of said Lot 19; thence run West 62.30 feet along said South line of said Lot 19; thence North 15° 32'00" West, 62.27 feet along a line of 40 feet Easterly of measured at right angles and parallel to the said centerline of Gulf Boulevard to the Point of Beginning; together with a 10 foot easement for access to Boca Ciega Bay over and across the South 10 feet of that part of said Lot 19, lying East of the East line of the above described portion of said Lot 19.

PARCEL III

Lot 20, Block "A", FIRST ADDITION TO BELLE VISTA BEACH, according to the plat thereof recorded in Plat Book 8, Page 28, Public Records of Pinellas County, Florida, less that part lying within 40 feet of the survey line of State Road 699, Section 15100, as described in Order of Taking recorded in Official Records Book 1533, Page 197, as Clerk's Instrument No. 685B, Pinellas County Records.

PARCEL IV

Lot 21, Block "A", FIRST ADDITION TO BELLE VISTA BEACH, according to the plat thereof recorded in Plat Book 8, Page 28, Public Records of Pinellas County, Florida, less that part lying within 40 feet of the survey line of State Road 699, Section 15100, as described in Order of Taking recorded in Official Records Book 1533, Page 197, as Clerk's Instrument No. 685B, Pinellas County Records.

PARCEL V

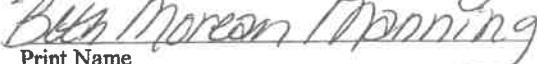
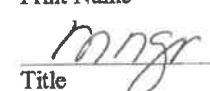
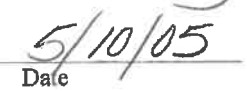
Lot 22, Block "A", FIRST ADDITION TO BELLE VISTA BEACH, according to the plat thereof as recorded in Plat Book 8, Page 28, Public Records of Pinellas County, Florida, less that part lying within 40 feet of the survey line of State Road 699, Section 15100, as described in Order of Taking recorded in Official Records Book 1533, Page 197, as Clerk's Instrument No. 685B, Pinellas County Records.

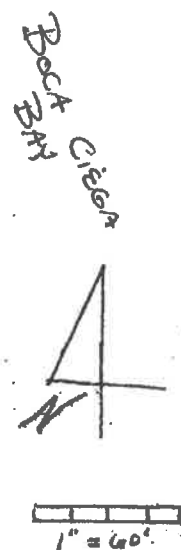
PARCEL VI

Lots 1 and 2, Block 1, CORAZZA SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 113, Page 90, of the Public Records of Pinellas County, Florida.

Lot 23, Block A, FIRST ADDITION TO BELLE VISTA BEACH, according to the plat thereof recorded in Plat Book 8, Page 28, Public Records of Pinellas County, FL, LESS that part thereof lying within 40 feet of the survey line of SR 699, Section 15100, as it appears in OR Book 1851, Pages 582 and 583, Public Records of Pinellas County, FL

I certify that the above description and Exhibit A accurately represent the existing structures and the associated preempted area. I further acknowledge and agree that should a survey be required in the future that indicates the true preempted area is smaller than what has been estimated, fees would not be credited. Likewise, I acknowledge and agree that should a survey indicate that the true preempted area is larger than that which was originally estimated, fees in arrears would not be assessed unless the error resulted from inaccurate information supplied by me (applicant).


Signature of Upland Owner/ Authorized Entity

Print Name

Title

Date



Date of sketch 4/22/05

**THIS INSTRUMENT PREPARED BY
AND RETURN TO:**

DENNIS E. MANELLI, ESQUIRE

Phelps Dunbar LLP
100 South Ashley Drive
Suite 1900
Tampa, Florida 33602

PARCEL ID #: 07-32-16-18143-001-0010;
07-32-16-18143-001-0020; and
07-32-16-07398-001-0170

RESERVED FOR CLERK

WARRANTY DEED

THIS INDENTURE, made this 24th day of August, 2004, between T&F REALTY LC, a Florida limited liability company, whose post office address is 11 Captain Theale Road, Bedford, New York 33706, grantor and SUNGOLD, LLC, a Florida limited liability company, whose post office address is 13618 El Centro Street, St. Pete Beach, Florida 33706, grantee.

WITNESSETH:

That said grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Pinellas County, Florida, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, except current real property taxes, and all the encumbrances set forth on Exhibit "B" hereof.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Attachment B
Page 12 of 18 Pages
SSLL No. 520032393

75517-1

Signed, sealed and delivered
in the presence of:

T&F REALTY LC, a Florida limited
liability company

Dennis E. Manelli
Print Name: Dennis E. Manelli

By: Antonio Bueti
ANTONIO BUETI
Its: Member/Manager

Suzanne J. Walker
Print Name: Suzanne J. Walker

By: Francesca Bueti
FRANCESCA BUETI
Its: Member/Manager

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 27th day of August, 2004 by ANTONIO BUETI and FRANCESCA BUETI, Manager/Member of T&F Realty LC, a Florida limited liability company, on behalf of the company, ☒ who are personally known to me, or ☐ who have produced the following identification: _____ (check one).



Suzanne J. Walker
Name: _____ (print)
NOTARY PUBLIC
Commission No.: _____
Commission Expiration Date: _____

EXHIBIT "A"**[Real Property]****PARCEL I**

Lots 17 and 18, Block "A", Less the Westerly 10 feet of each Lot for State Road Department right of way taking per Official Records Book 1864, Page 161, FIRST ADDITION TO BELLE VISTA BEACH, according to the plat thereof, recorded in Plat Book 8, Page(s) 28, Public Records of Pinellas County, Florida.

PARCEL II

All of Lot 19 in Block "A", FIRST ADDITION TO BELLE VISTA BEACH, according to the plat thereof, as recorded in Plat Book 8, Page 28, Public Records of Pinellas County, Florida, less and except that part lying within 40 feet of the centerline of Gulf Boulevard and less and except that part described as follows: From the Northwest corner of said Lot 19, as platted, run East 10.38 feet along the North line of said Lot 19, for a Point of Beginning; thence continue East 78.92 feet along said North line; thence run South $0^{\circ} 03'23''$ East, 60.00 feet to a Point on the South line of said Lot 19; thence run West 62.30 feet along said South line; thence North $15^{\circ} 32'00''$ West, 62.27 feet along a line 40 feet Easterly of measured at right angles and parallel to the said centerline of Gulf Boulevard to the Point of Beginning.

Together with an easement for ingress and egress over and across the North 10 feet of the West 1/2 of Lot 19, less the right of way for Gulf Boulevard.

And

From the Northwest corner of said Lot 19, run East 10.38 feet along the North line of said Lot 19; continue thence East 78.92 feet along said North line; thence run South $0^{\circ} 03'23''$ East, 8.50 feet to the Point of Beginning; thence run West 1.50 feet; thence South $0^{\circ} 03'23''$ East, 15.00 feet; thence East 1.50 feet; thence North $0^{\circ} 03'23''$ West, 15.00 feet to the Point of Beginning being a portion of Lot 19 in Block "A", FIRST ADDITION TO BELLE VISTA BEACH, Plat Book 8, Page 28, of the Public Records of Pinellas County, Florida.

And

That part of Lot 19, Block "A", FIRST ADDITION TO BELLE VISTA BEACH, according to the plat thereof recorded in Plat Book 8, Page 28, Public Records of Pinellas County, Florida, Less that part lying within 40 feet of the centerline of Gulf Boulevard, described as follows:

From the Northwest corner of said Lot 19, as platted, run East 10.38 feet along the North line of said Lot 19, for a Point of Beginning; continue thence East 78.92 feet along said North line; thence run South $0^{\circ} 03'23''$ East, 8.50 feet; thence West 1.50 feet; thence South $0^{\circ} 03'23''$ East, 15.00 feet; thence East 1.50 feet; thence South $0^{\circ} 03'23''$ East, 36.50 feet to the Point on the South line of said Lot 19; thence run West 62.30 feet along said South line of said Lot 19; thence

Attachment B

Page 14 of 18 Pages

75517-1 SSLL No. 520032393

North 15° 32'00" West, 62.27 feet along a line of 40 feet Easterly of measured at right angles and parallel to the said centerline of Gulf Boulevard to the Point of Beginning; together with a 10 foot easement for access to Boca Ciega Bay over and across the South 10 feet of that part of said Lot 19, lying East of the East line of the above described portion of said Lot 19.

PARCEL III

Lot 20, Block "A", FIRST ADDITION TO BELLE VISTA BEACH, according to the plat thereof recorded in Plat Book 8, Page 28, Public Records of Pinellas County, Florida, less that part lying within 40 feet of the survey line of State Road 699, Section 15100, as described in Order of Taking recorded in Official Records Book 1533, Page 197, as Clerk's Instrument No. 685B, Pinellas County Records.

PARCEL IV

Lot 21, Block "A", FIRST ADDITION TO BELLE VISTA BEACH, according to the plat thereof recorded in Plat Book 8, Page 28, Public Records of Pinellas County, Florida, less that part lying within 40 feet of the survey line of State Road 699, Section 15100, as described in Order of Taking recorded in Official Records Book 1533, Page 197, as Clerk's Instrument No. 685B, Pinellas County Records.

PARCEL V

Lot 22, Block "A", FIRST ADDITION TO BELLE VISTA BEACH, according to the plat thereof as recorded in Plat Book 8, Page 28, Public Records of Pinellas County, Florida, less that part lying within 40 feet of the survey line of State Road 699, Section 15100, as described in Order of Taking recorded in Official Records Book 1533, Page 197, as Clerk's Instrument No. 685B, Pinellas County Records.

PARCEL VI

Lots 1 and 2, Block 1, CORAZZA SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 113, Page 90, of the Public Records of Pinellas County, Florida.

EXHIBIT "B"**[Exceptions]**

1. All taxes for the year 2004 and all subsequent years, which are not yet due and payable.
2. Declaration of Covenants, Conditions, Restrictions and Easements, which contains provisions for a private charge or assessments, recorded in Deed Book 671, Page 515, as modified by Deed Book 715, Page 447, of the Public Records of Pinellas County, Florida.
3. Easement for ingress and egress, recorded in Book 7165, Page 1540, Book 4179, Page 980 and Book 6839, Page 1579, of the Public Records of Pinellas County, Florida.
4. Easement for Access to Boca Ciega Bay, recorded in Book 7165, Page 1540, Book 4341, Page 400, Book 4743, Page 1977, Book 5678, Page 889 and Book 6124, Page 1531, of the Public Records of Pinellas County, Florida.
5. Easement for drainage, recorded in Book 1533, Page 197, of the Public Records of Pinellas County, Florida.
6. Easement for drainage, recorded in Deed Book 1560, Page 609, of the Public Records of Pinellas County, Florida.
7. Easement recorded in Book 6125, Page 203, of the Public Records of Pinellas County, Florida.
8. Ordinance No. 85-18, for Parking Permits, etc. as recorded in Book 5986, Page 1528, of the Public Records of Pinellas County, Florida.
9. Easement for drainage, recorded in Book 1864, Page 161, of the Public Records of Pinellas County, Florida.
10. Terms and provisions of all agreements and franchises pertaining to the cost, installation, operation and maintenance of gas, water and/or sewer facilities.

11. All or part of the land described herein being artificially filled in land in what was formerly navigable waters, this policy 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/or the inalienable right of the State of Florida in the lands and/or waters of such character.

12. Matters appearing on the plat recorded in Plat Book 8, Page(s) 28 and Plat Book 113, Page 90, of the Public Records of Pinellas County, Florida, including, but not limited to, any building setback lines and/or easements lying within the lot(s) described in Exhibit "A".

13. Covenants, Conditions and Restrictions as set forth, recorded in Book 7566, Page 237, of the Public Records of Pinellas County, Florida.

Attachment B
Page 17 of 18 Pages
SSLL No. 520032393

75517-1

Return to preparer:
Rolfe D. Duggar, Esq.
4699 Central Avenue
St. Petersburg, FL 33713

Parcel #: 07/32/16/07398/001/0230

WARRANTY DEED

THIS WARRANTY DEED made this 11th day of October 2004, by TLC INN, INC., a Florida corporation, whose address is 3815 Gulf Blvd., St Pete Beach, FL 33706, hereinafter called the Grantor, to SUNGOLD, LLC, a Florida limited liability company, whose address is 2817 Pass A Grille Way, St Pete Beach, FL 33706, hereinafter called Grantee:

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

WITNESSETH, that the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in Pinellas County, FL, viz:

Lot 23, Block A, FIRST ADDITION TO BELLE VISTA BEACH, according to the plat thereof recorded in Plat Book 8, Page 28, Public Records of Pinellas County, FL, LESS that part thereof lying within 40 feet of the survey lien of SR 699, Section 15100, as it appears in OR-Book 1851, Pages 582 and 583, Public Records of Pinellas County, FL

SUBJECT TO MORTGAGE - NONE

SUBJECT TO REAL ESTATE TAXES FOR THE YEAR 2004 AND YEARS SUBSEQUENT THERETO.

SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.

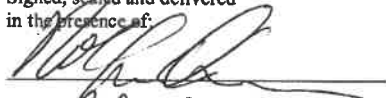
TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

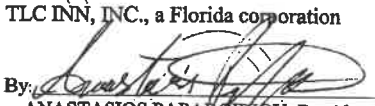
AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2003.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:


Print name: Rolfe D. Duggar

TLC INN, INC., a Florida corporation

By: 
ANASTASIOS PAPARGIROU, President


Print name: Patricia P. Hayes

By: 
CLAIRE PAPARGIROU, Vice President

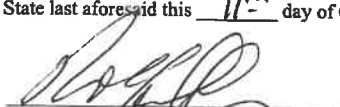
STATE OF FLORIDA
COUNTY OF PINELLAS

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared ANASTASIOS PAPARGIROU and CLAIRE PAPARGIROU who are personally known to me or who produced FL Drivers Licenses as identification and who did take an oath.

WITNESS my hand and seal in the County and State last aforesaid this 11th day of October 2004.

(SEAL)




Notary Public
Print name: Rolfe D. Duggar



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
MBT MANAGEMENT LLC

Filing Information

Document Number L21000171713
FEI/EIN Number 87-2236825
Date Filed 04/13/2021
Effective Date 04/13/2021
State FL
Status ACTIVE

Principal Address

21218 ST. ANDREWS BLVD.
 #627
 BOCA RATON, FL 33433

Mailing Address

21218 ST. ANDREWS BLVD.
 #627
 BOCA RATON, FL 33433

Changed: 08/17/2022

Registered Agent Name & Address

KREIMER, LEONARD
 21218 ST. ANDREWS BLVD.
 #627
 BOCA RATON, FL 33433

Authorized Person(s) Detail

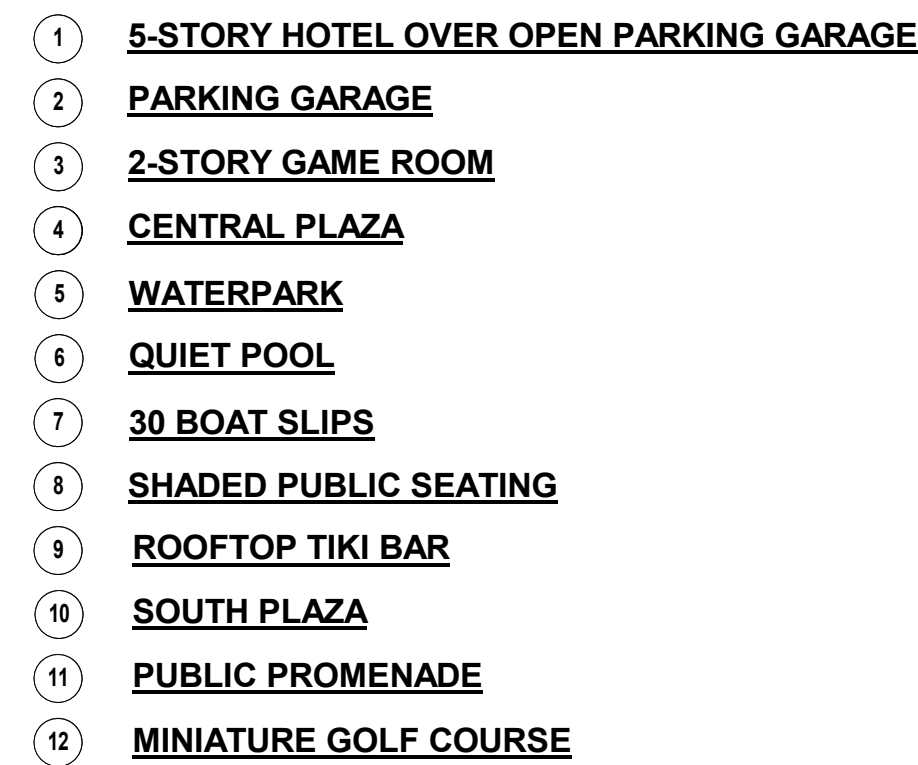
Name & Address

Title MGR

KREIMER, LEONARD
 21218 ST. ANDREWS BLVD. #627
 BOCA RATON, FL 33433

Annual Reports

Report Year	Filed Date
2022	03/08/2022




LEVEL 1 SITE PLAN
1" = 30'-0"

JOHN A. BODZIAK	
ARCHITECT AIA, PA	
ARCHITECTURE · DESIGN AND CONSTRUCTION MANAGEMENT	
FLORENCE REGISTRATION NO. AR0005065	
EMAIL: JACK@JABODZIAK.COM	
743 49th STREET N., SAINT PETERSBURG, FLORIDA 33710	
TEL: (727) 327-1966 FAX: (727) 826-0986	
DRAWN BY UPDATED ON	Author 10.16.2023
DATE	10.16.2023
JAB PROJECT #	022-032
SHEET #	A1-100

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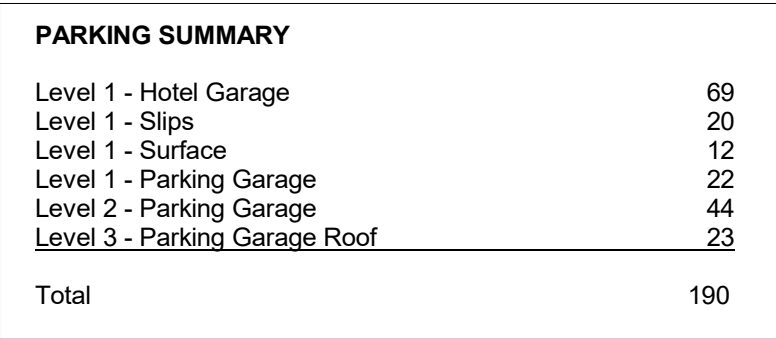
PROJECT

WINDWARD PASS RESORT

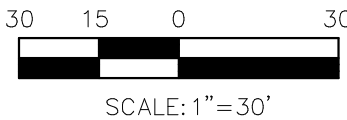
3815 - 3861 Gulf Blvd, St Pete Beach, FL 33706

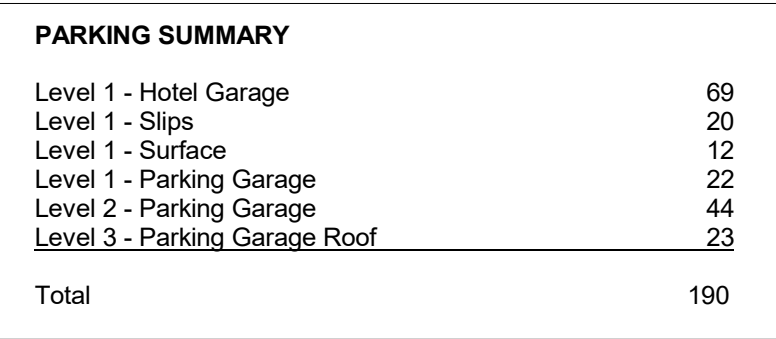
OVERALL SITE PLAN

JOHN A. BODAK & ASSOC., INC. HEREBY RESERVES ITS COMMON LAW/COPYRIGHTS AND OTHER PROPERTY RIGHTS IN THESE PLANS, IDEAS AND DESIGN. THESE IDEAS, DESIGNS AND PLANS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER NOR ARE THEY TO BE USED TO ADVISE ANY THIRD PARTY WITHOUT FIRST OBTAINING THE WRITTEN CONSENT OF JOHN A. BODAK & ASSOC., INC. CONSENT AND APPROPRIATE COMPENSATION TO JOHN A. BODAK & ASSOC., INC. FOR THE REUSE OF ANY OF THESE DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALE DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR DIMENSIONS AND CONDITIONS OF THE JOB AND JOHN A. BODAK & ASSOC., INC. BE NOT DEPT IN WRITING OF ANY VARIATION FROM THE DIMENSIONS, CONDITIONS AND SPECIFICATIONS APPEARING ON THESE PLANS.

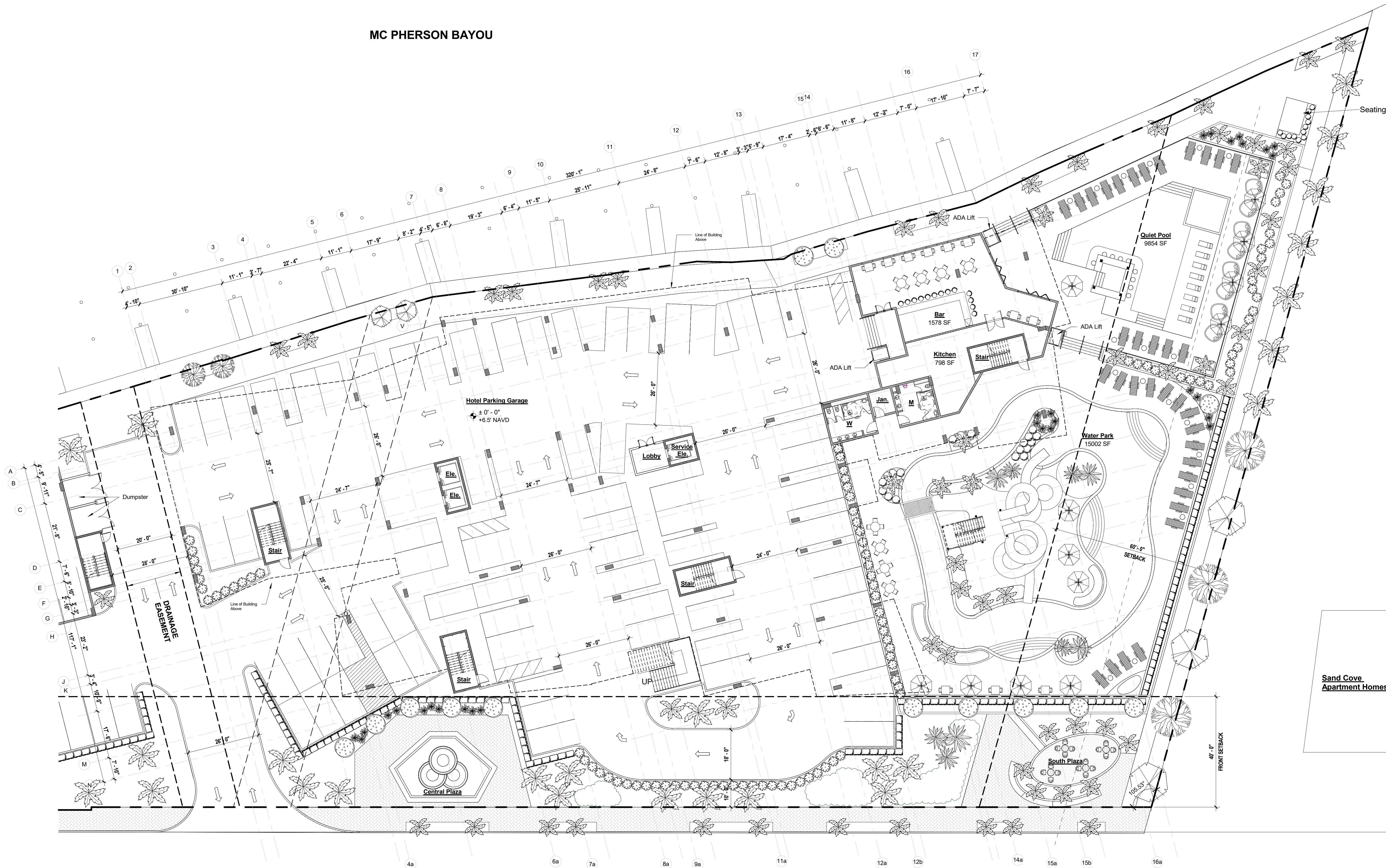


NORTH

[illegible]


$$1'' = 30'-0''$$
[illegible]

MC PHERSON BAYOU



GULF BOULEVARD

LEVEL 1 FLOOR PLAN

$$1/16'' = 1'-0''$$

IN A. BOZAK & ASSOC. INC., JEREBY RESERVES ITS COMMON LAW COPYRIGHTS AND OTHER PROPERTY RIGHTS IN THESE PLANS, IDEAS AND DESIGN. THESE ARE DISCLOSED AND ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION AND EXPRESS WRITTEN PERMISSION TO A. BOZAK & ASSOC. INC. WRITTEN DIMENSIONS SHALL BE PRECEDENT OVER SCALE DIMENSIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR DIMENSIONS AND CONDITIONS OF THE JOB AND JOHN A. BOZAK & ASSOC. INC. IS NOT FORTHY IN ANY VARIATION FROM THE DIMENSIONS, CONDITIONS AND SPECIFICATIONS APPEARING ON THESE PLANS.

REVISIONS		
NO.	DATE	DESCRIPTION

CLIENT

PROJECT

WINDWARD PASS RESORT

3815 - 3861 Gulf Blvd, St Pete Beach, FL 33706

LEVEL 1 FLOOR PLAN

--	--

1472

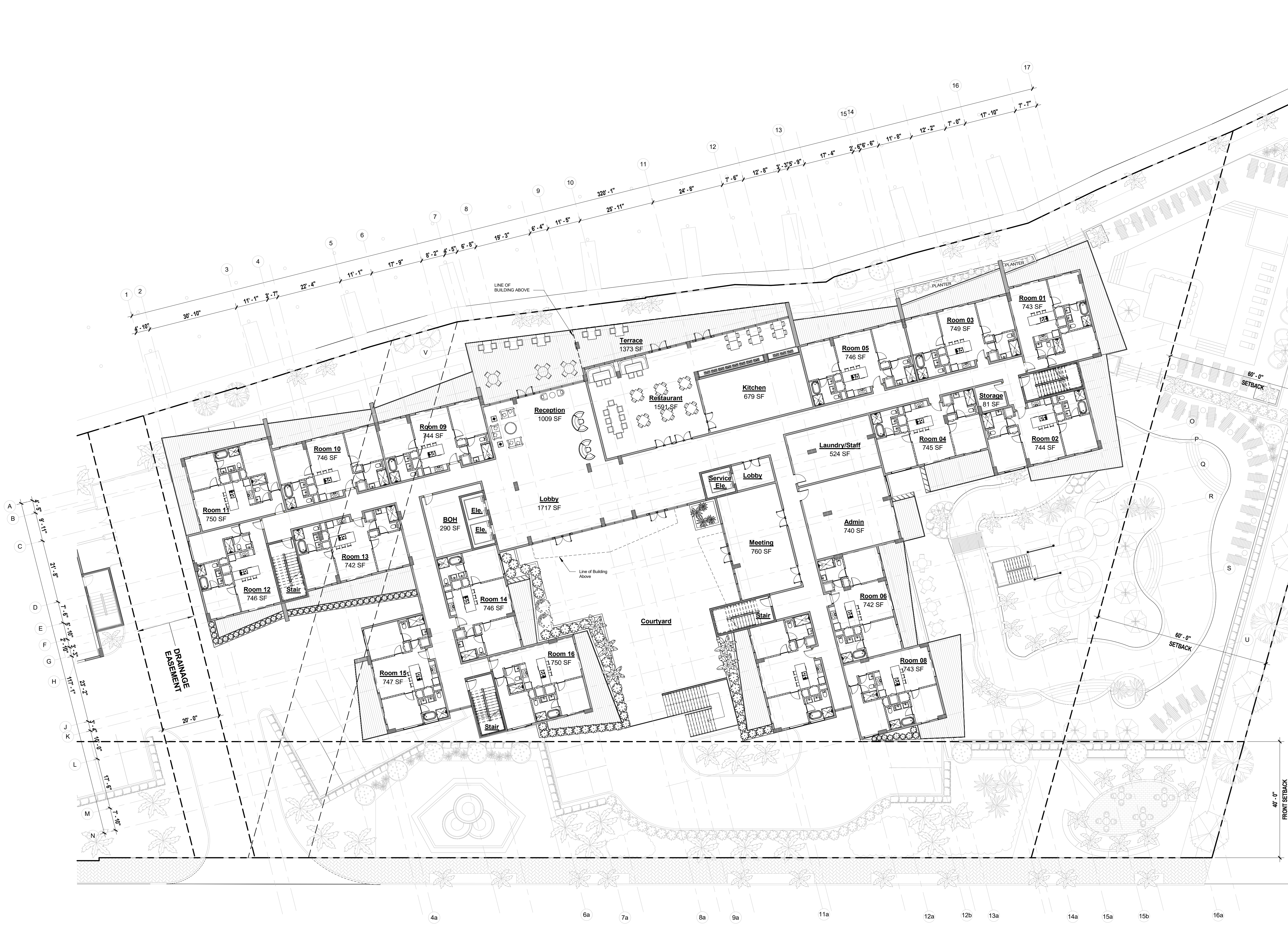
JOHN A. BODZIAK
ARCHITECT AIA, PA
ARCHITECTURE DESIGN AND CONSTRUCTION MANAGEMENT
FLORIDA REGISTRATION NO. A00005065
EMAIL - JACK@JABODZIAK.COM
743 49th STREET N. SAINT PETERSBURG, FLORIDA 33710
TEL: (727) 327-1966 FAX: (727) 826-0966

DRAWN BY	Author
UPDATED ON	10.16.2023

DATE	10.16.2023
JAB PROJECT #	022-032

SHEET #

A2-201



Room Schedule Level 2	
Name	Area
Room 01	743 SF
Room 02	744 SF
Room 03	749 SF
Room 04	745 SF
Room 05	746 SF
Room 06	742 SF
Room 08	743 SF
Room 09	744 SF
Room 10	746 SF
Room 11	750 SF
Room 12	746 SF
Room 13	742 SF
Room 14	746 SF
Room 15	747 SF
Room 16	750 SF

1 LEVEL 2 FLOOR PLAN
1/16" = 1'-0"

CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND COORDINATE ALL FIELD CONDITIONS. ALL DISCREPANCIES AND CONFLICTS SHALL BE REPORTED TO THE ARCHITECT IN WRITING PRIOR TO PROCEEDING OR CONTINUING WITH CONSTRUCTION. UNREPORTED DISCREPANCIES AND CONFLICTS SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACTOR.

JOHN A. BODZIAK
ARCHITECT AIA, PA
ARCHITECTURE, DESIGN, AND CONSTRUCTION MANAGEMENT
FLORIDA REGISTRATION NO. AR00051065
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743 49th STREET N. SAINT PETERSBURG, FLORIDA 33710
TEL: (727) 327-1966 FAX: (727) 826-0968

PROJECT

WINDWARD PASS RESORT
3815 - 3861 Gulf Blvd, St Pete Beach, FL 33706
LEVEL 2 FLOOR PLAN

SEAL

REVISIONS

NO.	DATE	DESCRIPTION

DRAWN BY

Author

UPDATED ON

10.16.2023

DATE

10.16.2023

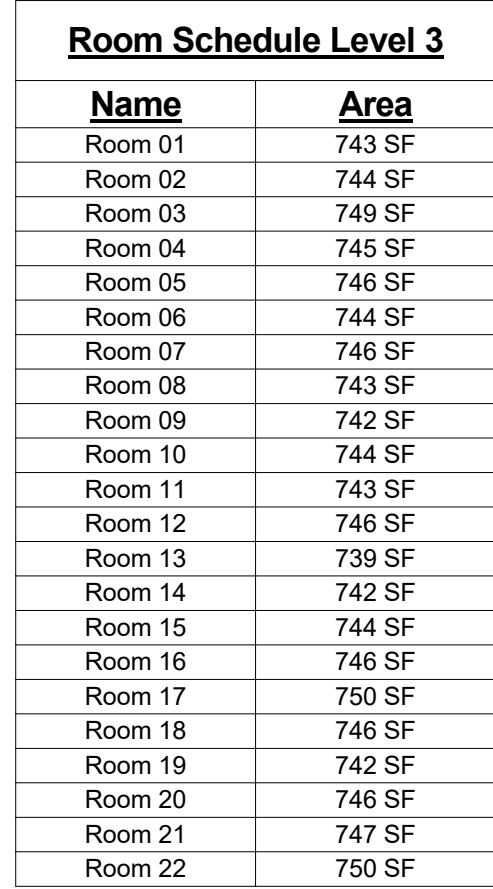
JAB PROJECT #

022-032

SHEET #

A2-202

Page 161 of 181





Page 162 of 18



Room Schedule Level 4	
Name	Area
Room 01	743 SF
Room 02	744 SF
Room 03	749 SF
Room 04	745 SF
Room 05	740 SF
Room 06	744 SF
Room 07	746 SF
Room 08	743 SF
Room 09	744 SF
Room 10	742 SF
Room 11	743 SF
Room 12	746 SF
Room 13	739 SF
Room 14	742 SF
Room 15	739 SF
Room 16	744 SF
Room 17	746 SF
Room 18	750 SF
Room 19	746 SF
Room 20	742 SF
Room 21	746 SF
Room 22	747 SF
Room 23	750 SF

2 LEVEL 4 FLOOR PLAN
1/16" = 1'-0"

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FLORIDA REGISTRATION NO. AR00051065
EMAIL: JACK@JABODZIAK.COM
743 49th STREET N. SAINT PETERSBURG, FLORIDA 33710
TEL: (727) 327-1966 FAX: (727) 826-0968

PROJECT

WINDWARD PASS RESORT
3815 - 3861 Gulf Blvd, St Pete Beach, FL 33706
LEVEL 4 FLOOR PLAN

SEAL

REVISIONS

NO.	DATE	DESCRIPTION

CLIENT

DRAWN BY

TT

UPDATED ON

10.16.2023

DATE

10.16.2023

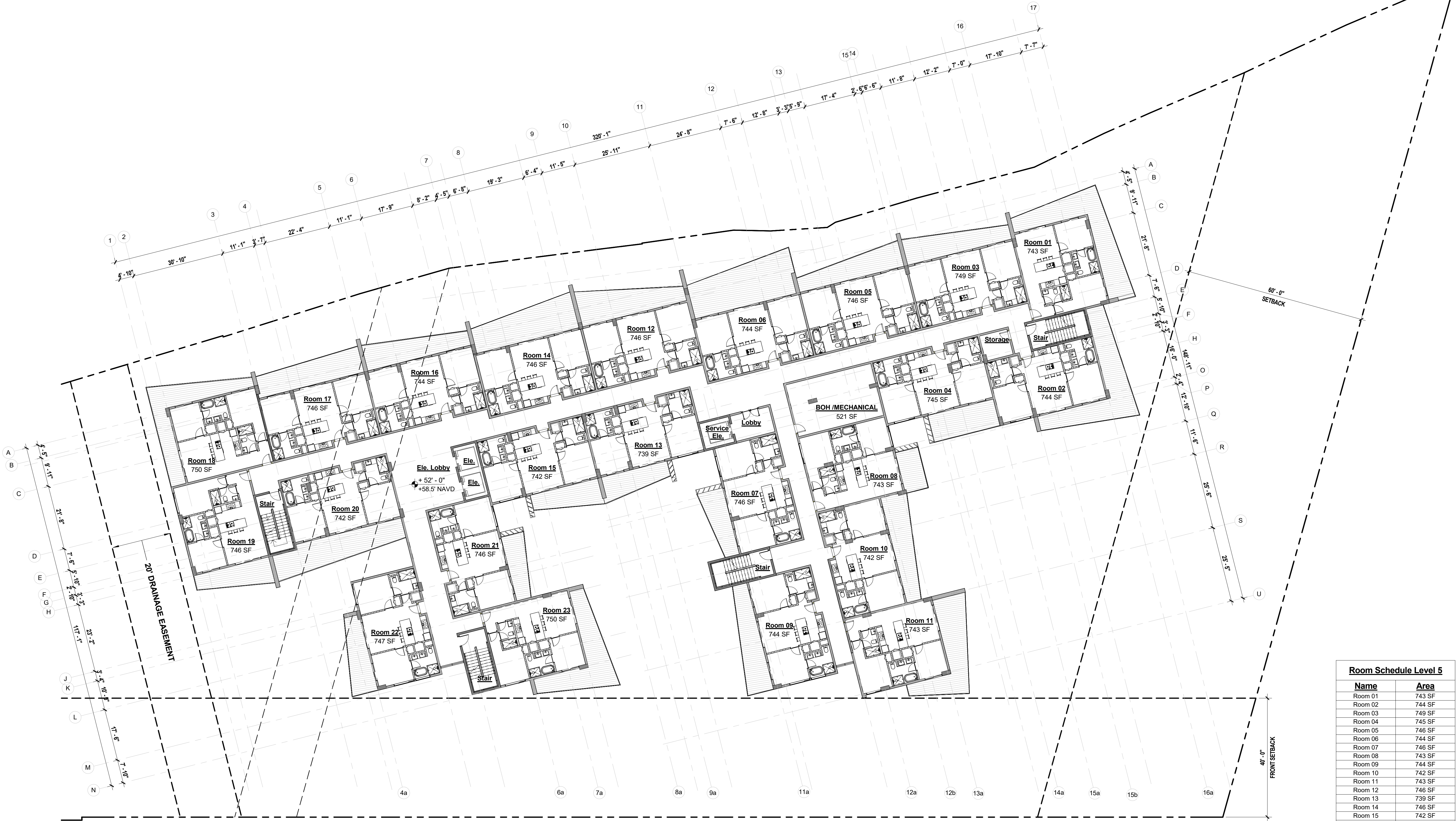
JAB PROJECT #

022-032

SHEET #

A2-204

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Room Schedule Level 5	
Name	Area
Room 01	743 SF
Room 02	744 SF
Room 03	749 SF
Room 04	745 SF
Room 05	746 SF
Room 06	744 SF
Room 07	746 SF
Room 08	743 SF
Room 09	744 SF
Room 10	742 SF
Room 11	743 SF
Room 12	746 SF
Room 13	739 SF
Room 14	746 SF
Room 15	742 SF
Room 16	744 SF
Room 17	746 SF
Room 18	750 SF
Room 19	746 SF
Room 20	742 SF
Room 21	746 SF
Room 22	747 SF
Room 23	750 SF



1 LEVEL 5 FLOOR PLAN
1/16" = 1'-0"

CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND COORDINATE ALL FIELD CONDITIONS. ALL DISCREPANCIES AND CONFLICTS SHALL BE REPORTED TO THE ARCHITECT IN WRITING PRIOR TO PROCEEDING OR CONTINUING WITH CONSTRUCTION. UNREPORTED DISCREPANCIES AND CONFLICTS SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACTOR.

JOHN A. BODZIAK
ARCHITECT AIA, PA
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DRAWN BY
10.16.2023

DATE
10.16.2023

JAB PROJECT #
022-032

SHEET #
A2-205

PROJECT
WINDWARD PASS RESORT
3815 - 3861 Gulf Blvd, St Pete Beach, FL 33706
LEVEL 5 FLOOR PLAN

SEAL

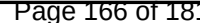
REVISIONS

NO.	DATE	DESCRIPTION

CLIENT

JOHN A. BODZIAK, AIA, P.E. HEREBY CERTIFIES THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF. HE IS NOT PROVIDING ANY GUARANTEE OR WARRANTY OF ANY KIND, AND HE IS NOT PROVIDING ANY INSURANCE OR OTHER PROTECTION AGAINST LOSS OR DAMAGE. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSE.

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1 WEST (FRONT) ELEVATION
NTS



2 EAST (REAR) ELEVATION
NTS

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PROJECT
WINDWARD PASS RESORT
3815 - 3861 Gulf Blvd, St Pete Beach, FL 33706
EXTERIOR ELEVATIONS

SEAL

REVISIONS

NO.	DATE	DESCRIPTION

CLIENT

DRAWN BY
10.16.2023

Author

DATE
10.16.2023

JAB PROJECT #
022-032

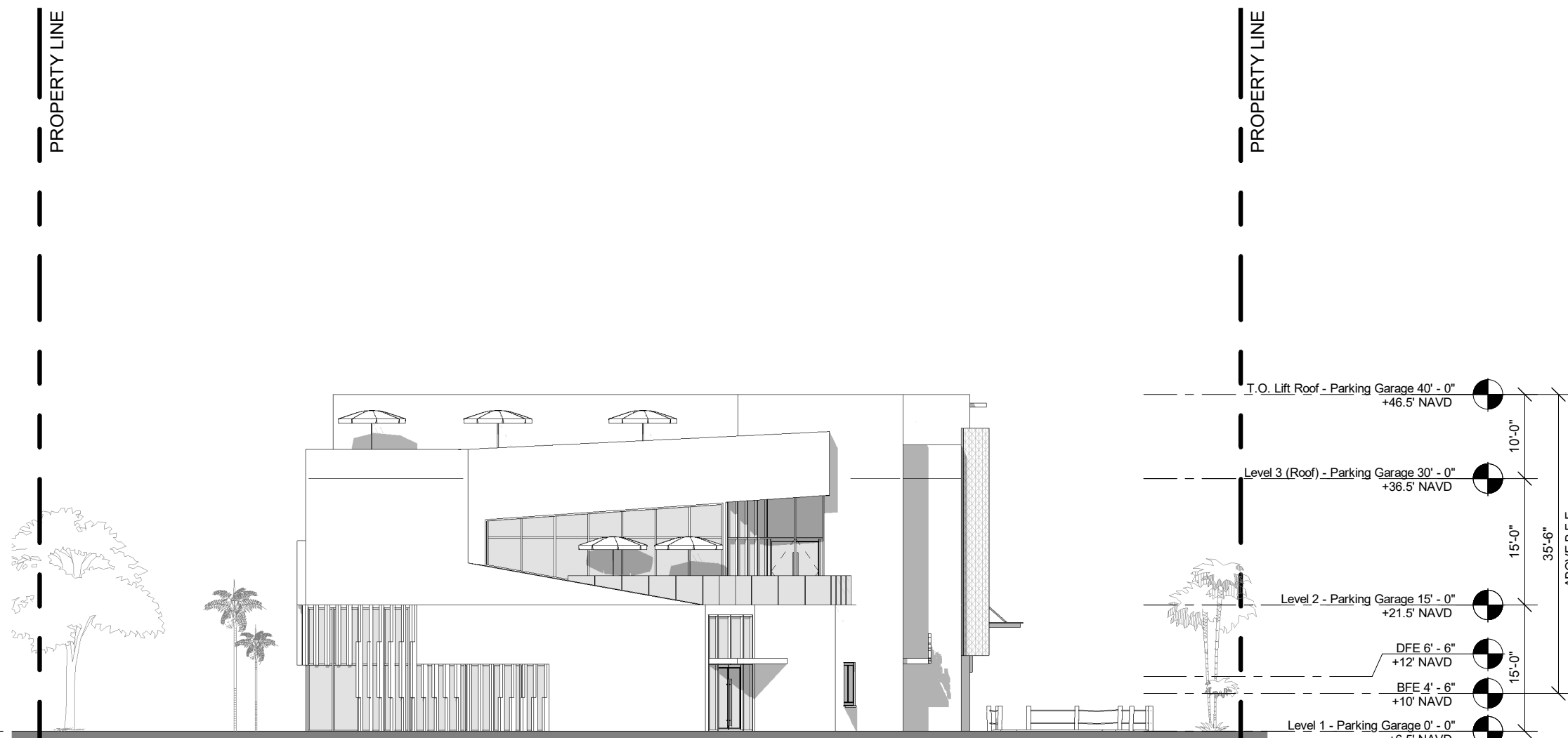
SHEET #
A3-100

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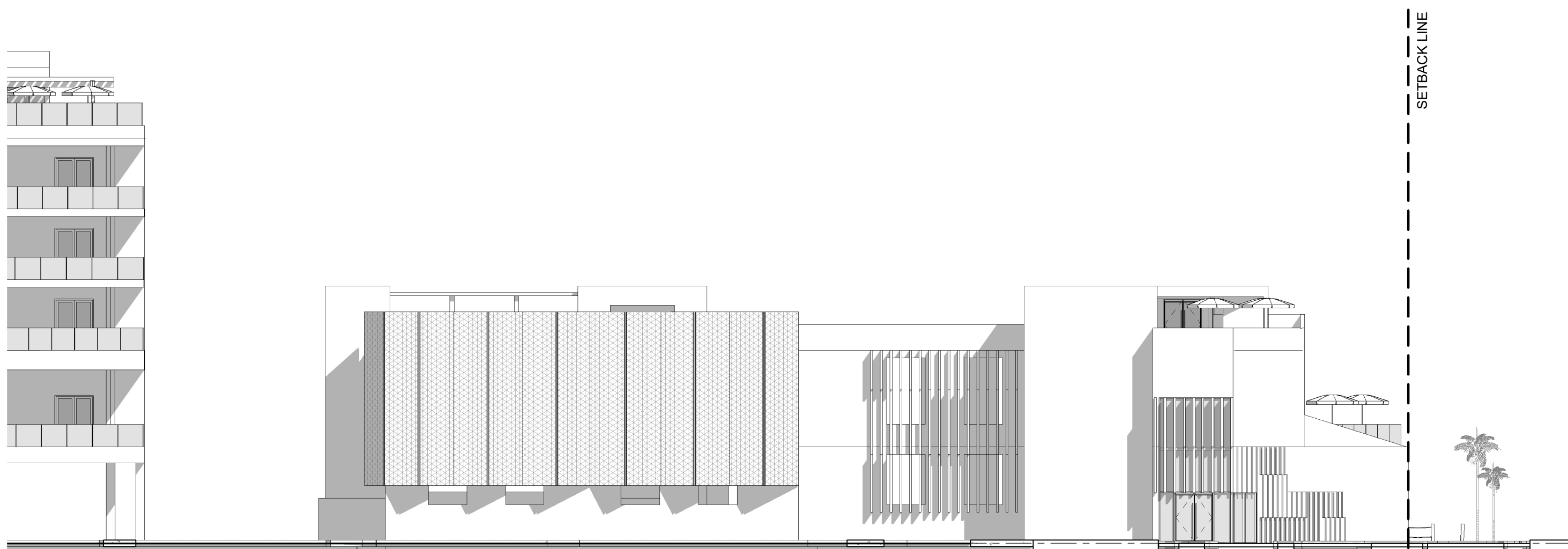
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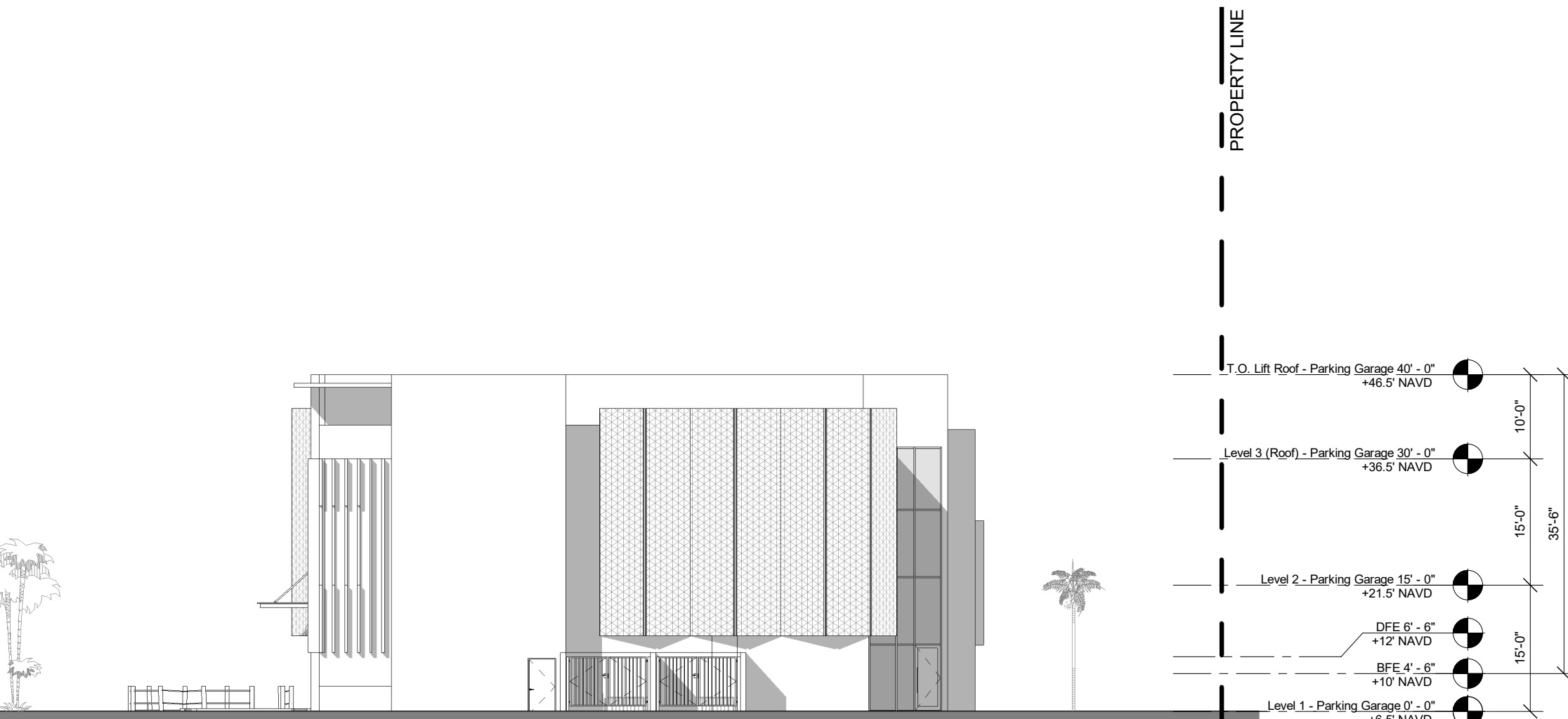
1 PARKING GARAGE / GAME ROOM
WEST (FRONT) ELEVATION
1/16" = 1'-0"



3 PARKING GARAGE / GAME ROOM
NORTH (SIDE) ELEVATION
1/16" = 1'-0"



2 PARKING GARAGE / GAME ROOM
EAST (REAR) ELEVATION
1/16" = 1'-0"



4 PARKING GARAGE / GAME ROOM
SOUTH (SIDE) ELEVATION
1/16" = 1'-0"

CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND COORDINATE ALL FIELD CONDITIONS. ALL DISCREPANCIES AND CONFLICTS SHALL BE REPORTED TO THE ARCHITECT IN WRITING PRIOR TO PROCEEDING OR CONTINUING WITH CONSTRUCTION. UNREPORTED DISCREPANCIES AND CONFLICTS SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACTOR.

JOHN A. BODZIAK
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DRAWN BY Author
UPDATED ON 10.16.2023
DATE 10.16.2023
JAB PROJECT # 022-032
SHEET #

A3-103

PROJECT

WINDWARD PASS RESORT

3815 - 3861 Gulf Blvd, St Pete Beach, FL 33706

EXTERIOR ELEVATIONS

REVISIONS

DESCRIPTION

DATE

NO.

CLIENT

JOHN A. BODZIAK ASSOC., INC. HEREBY AGREES TO PROVIDE ARCHITECTURAL SERVICES TO THE CLIENT FOR THE PROJECT DESCRIBED HEREIN. THE CLIENT AGREES TO PAY THE FEE FOR THESE SERVICES AS SET FORTH IN THE ATTACHED FEE SCHEDULE. THE CLIENT AGREES TO HOLD JOHN A. BODZIAK ASSOC., INC. HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST OR INCURRED BY JOHN A. BODZIAK ASSOC., INC. OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES PROVIDED HEREUNDER. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA. ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE REFERRED TO AND DECIDED BY THE JUDICIAL CIRCUIT IN AND FOR THE COUNTY OF HILLSBORO, FLORIDA. THIS AGREEMENT SHALL BE VOID IF IT IS DETERMINED THAT IT WAS ENTERED INTO UNDER DURESS, COERCION, OR UNLAWFUL INFLUENCE. THIS AGREEMENT SHALL BE VOID IF IT IS DETERMINED THAT IT WAS ENTERED INTO UNDER DURESS, COERCION, OR UNLAWFUL INFLUENCE. THIS AGREEMENT SHALL BE VOID IF IT IS DETERMINED THAT IT WAS ENTERED INTO UNDER DURESS, COERCION, OR UNLAWFUL INFLUENCE.

WINDWARD PASS RESORT



WINDWARD PASS RESORT



WINDWARD PASS RESORT



WINDWARD PASS RESORT



WINDWARD PASS RESORT



WINDWARD PASS RESORT



WINDWARD PASS RESORT



WINDWARD PASS RESORT



WINDWARD PASS RESORT



WINDWARD PASS RESORT



BOUNDARY & TOPOGRAPHIC SURVEY

NOTE THAT THIS DRAWING MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION.

CONTAINING 115,233 SQUARE FEET OR 2.645 ACRES, MORE OR LESS.



LINE TABLE		
LINE	BEARING	LENGTH
L11(C)	N65°55'46"E	0.45
L12(C)	N83°02'02"E	0.25
L12(C)	S23°32'52"E	28.33
L12(M)	S24°02'02"E	28.20
L13(C&M)	S21°53'17"E	18.49
L14(C&M)	S18°44'55"E	18.49
L15(C&M)	S32°28'40"E	22.37
L16(C&M)	S39°36'35"E	22.37
L17(C)	S42°11'29"E	22.01
L17(M)	S29°49'49"E	24.52
L18(C)	S41°57'15"E	11.89
L18(M)	S42°11'29"E	12.01
L19(C&M)	S41°16'40"E	11.89
L20(C&M)	S40°51'55"E	17.83
L21(C&M)	S38°21'51"E	17.83
L22(C&M)	S39°02'02"E	17.83
L23(C&M)	S40°35'39"E	44.99
L24(C&M)	S38°12'33"E	32.80

ABBREVIATION LEGEND

- (D) = Data per Description
(F) = Field Determined
(M) = Measured Data
(P) = Data per Both Plots
(P1) = Data per P.B. #, PG 26
(P2) = Data per P.B. #12, PG 90
(PA) = Data per Florida Appraisal
(RW) = Data from Florida RW Map
(S) = Base Flood Elevation
(BFP) = Backflow Preventor
BOL = Bolard
CNC = Condominium Plot Book
C/C = Covered Concrete
CIS = Concrete Slab
CSD = Concrete Sidewalk
CONC = Covered
CONC = Concrete
C.D.B. = Deed Book
DMP = Drainage Manhole
E/E = Elevation of Pavement
Elev = Elevation
FCM = Found Iron Rod & Cap
FCMR = Found Concrete Monument
F.D.T. = Florida Department of Transportation
FFE = Finished Floor Elevation
FIP = Found Iron Pipe
FIR = Found Iron Rod - No Cap
FLA = Florida
FND = Found Nail & Disk
FRI = Found Rivet & Disk
FND = Found
FPP = Found Pinned Pipe
GI = Gate Inlet
GV = Gate Valve
HYD = Fire Hydrant
ID = Identification
Invert = Invert Elevation
I.E. = Corporate Certificate Number
LFE = Lowest Floor Elevation
M/F = Metal Fence
M.O.L. = More or Less
M/L = Manhole
NCD = Nail & Disk
OCS = On-Site Control Structure
O/W = Overhead Wire
O.R. = Official Records Book
P.B. = Plot Book
P.C.P. = Permanent Control Point
PG(s) = Page(s)
PLS = Professional Land Surveyor
P.O.B. = Point of Beginning
PRM = Permanent Reference Monument
RW = Right-of-Way
R/S = Right-of-Survey
RSL = Registered Land Surveyor
RS = Sanitary Sewer
S.S. = Sanitary Sewer & Cap 58" P.S. #2865
SND = Set Nail & Disk #2865
SMH = Sanitary Manhole
SML = Submerged Lands Lease
STM = Storm Pipe
TBM = Temporary Benchmark
T/G = Top of Grade
TYP = Top of Wall Elevation
TYP = Top of Typical Elevation
TYP = Vinyl Fence
W/ = With
W/W = Wood Fence
W.O.R. = Work Order

DCM	Concrete
DE	Deed Book
DH	Drainage Ditch
E	Eave of Pavement
ECR	Excavation
FE	Found Iron Rod & Cap
FC	Found Concrete Monument
FDE	Found Evidence of Transportation
FFE	Finished Floor Elevation
FR	Found
FR	Found Iron Rod - No Cap
FLA	Florida
FS	Found Nail & Disk
FRND	Found Rusted Pipe
F	Found
FI	Found Finched Die
G	Gate
GI	Gate Inlet
GV	Gate Valve
HYD	Hydraulic
I	Identification
IE	Insert Elevation
IC	Inspector Certificate Number
L	Lowest Floor Elevation
ME	Metal Elevation
MO	More or Less
M	Mahalo
N	Nail & Disk
OCS	Official Control Structure
OHV	Overhead View
OC	Official Control Structure
P	Pit Book
PCP	Permanent Control Point
P	Pagel
PLS	Professional Land Surveyor
P	Point of Beginning
PRM	Permanent Reference Monument
RW	Right-of-Way
R	Reinforced Concrete Pipe
RS	Right of Survey
S	Surveyor Seal
SL	Surveyor Seal 6" x 8" PLS #28
SNK	Set Nail & Disk PLS #265
SM	Surveyor Mahalo
SL	Surveyor Land Lease
STM	Storm Pipe
TB	Temporary Benchmark
T	Top of Pavement
TW	Top of Wall Elevation
U	Unif. Form
W	With
W	Wood Fence
WO	Without

AN UNSIGNED SURVEY DRAWING IS FOR INFORMATIONAL PURPOSES ONLY

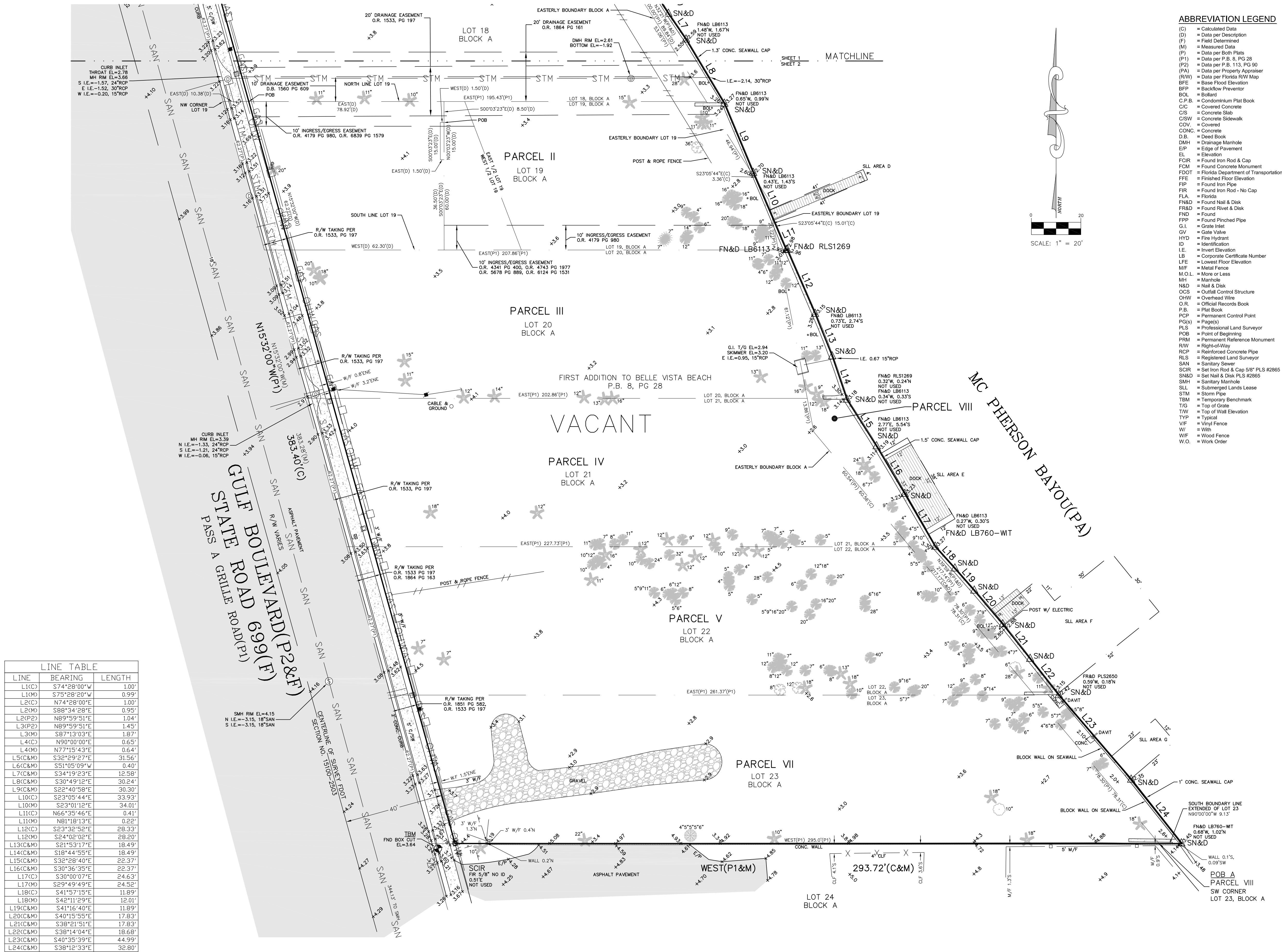
GEODATA SERVICES INC.
1166 KAPP DRIVE
CLEARWATER, FL 33765
PHONE: (727) 447-1763



W.O. 6915

BOUNDARY & TOPOGRAPHIC SURVEY

SECTION 7, TOWNSHIP 32 SOUTH, RANGE 16 EAST
PINELLAS COUNTY, FLORIDA



ABBREVIATION LEGEND

- (C) = Calculated Data
- (D) = Data per Description
- (F) = Field Determined
- (M) = Measured Data
- (P) = Data per Both Plats
- (P1) = Data per P.B. 8, PG 28
- (P2) = Data per P.B. 113, PG 90
- (PA) = Data per Property Appraiser
- (RW) = Data per Florida RW Map
- BFE = Base Flood Elevation
- BFP = Backflow Preventer
- BOL = Bollard
- C.P.B. = Condominium Plat Book
- C/C = Covered Concrete
- C/S = Concrete Slab
- C/SW = Concrete Sidewalk
- CONC. = Concrete
- D.B. = Deed Book
- DMH = Drainage Manhole
- EIP = Edge of Pavement
- EL = Elevation
- FCIR = Found Iron Rod & Cap
- FCM = Found Concrete Monument
- FDOT = Florida Department of Transportation
- FEE = Finished Floor Elevation
- FIP = Found Iron Pipe
- FIR = Found Iron Rod - No Cap
- FLA. = Florida
- FN&D = Found Nail & Disk
- FR&D = Found Rivet & Disk
- FND = Found
- FPP = Found Pinned Pipe
- G.I. = Gutter Inlet
- GV = Gate Valve
- HYD = Fire Hydrant
- ID = Identification
- I.E. = Invert Elevation
- LB = Corporate Certificate Number
- LFE = Lowest Floor Elevation
- MF = Metal Fence
- M.O.L. = More or Less
- MH = Manhole
- N&D = Nail & Disk
- OCS = Outfall Control Structure
- OHW = Overhead Wire
- O.R. = Official Records Book
- P.B. = Plat Book
- PCP = Permanent Control Point
- POS(s) = (Page(s))
- PLS = Professional Land Surveyor
- POB = Point of Beginning
- PRM = Permanent Reference Monument
- RAW = Right-of-Way
- RCP = Reinforced Concrete Pipe
- RLS = Registered Land Surveyor
- SN&D = Set Nail & Disk PLS #2865
- SMH = Sanitary Manhole
- SCIR = Set Iron Rod & Cap 6/6" PLS #2865
- SN&D = Set Nail & Disk PLS #2865
- STM = Storm Pipe
- TBM = Temporary Benchmark
- T/G = Top of Gutter
- T/W = Top of Wall Elevation
- TYP = Typical
- V/F = Vinyl Fence
- W = With
- W/F = Wood Fence
- W.O. = Work Order

TREE LEGEND

- OAK
- PALM
- SCHEFFLERA
- UNKNOWN
- AUSTRALIAN PINE
- LONG NEEDLE PINE

SYMBOL LEGEND

- Backflow Preventer
- Centerline
- Cleanout
- Crosswalk Signal
- Drainage Manhole
- Fire Hydrant
- Fire Department Control
- Gas Marker
- Guy Anchor
- Light Pole
- Light Post
- Mailbox
- Power Box
- Reclaimed Water Meter
- Reclaimed Water Stub
- Sanitary Manhole
- Sign
- Spot Elevation
- Telecommunication Box
- Utility Pole (Concrete)
- Utility Box
- Utility Vault
- Water Meter
- Water Valve

SURVEY NOTES:

- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, AND IS SUBJECT TO EASEMENTS, RIGHT-OF-WAY, AND OTHER MATTERS OF RECORD THAT A TITLE SEARCH MIGHT DISCLOSE.
- PLANIMETRIC FEATURES SHOWN HEREON WERE DETERMINED BY STANDARD FIELD SURVEYING METHODS.
- BEARING BASIS IS THE EASTERLY RIGHT-OF-WAY LINE OF GULF BOULEVARD BEING N15°32'00"W, PER PLATS.
- ALL INSTRUMENTS SHOWN HEREON ARE OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, UNLESS OTHERWISE SPECIFIED.
- UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON SURFACE MARKINGS AND OR STRUCTURES. NO EXCAVATION WAS PERFORMED FOR THE LOCATION OF SUCH UTILITIES.
- ADDITIONS OR DELETIONS TO THIS SURVEY MAP AND/OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS PARCEL APPEARS TO BE IN FLOOD ZONE "AE (EL 10 FEET)", ACCORDING TO THE FLOOD INSURANCE RATE MAP, MAP NUMBER: 12103C0278H, MAP EFFECTIVE DATE: 08/24/2021, AS PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
THIS MAP'S NOTES STATE THAT THE BASE FLOOD ELEVATIONS 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.
THIS FLOOD ZONE NOTE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, AND ANY PROPOSED FINISHED FLOOR ELEVATIONS ARE TO BE DETERMINED BY THE PERMITTING AGENCY HAVING JURISDICTION.
- ELEVATION BASIS: NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88) BENCHMARK UTILIZED: "196", PID NUMBER AG0101, ELEVATION = 3.24' AS PUBLISHED BY THE NATIONAL GEODETIC SURVEY.
- LOCATIONS OF TREES SHOWN HEREON WERE LIMITED TO TREES 4" DIAMETER AT BREAST HEIGHT (DBH) OR LARGER.
GEODATA SERVICES INC. CAN ACCEPT NO RESPONSIBILITY FOR THE IDENTIFICATION OF THE TREE SPECIES SHOWN HEREON, ALTHOUGH EVERY EFFORT HAS BEEN MADE TO PROPERLY IDENTIFY THE TREES SHOWN HEREON. TREE IDENTIFICATION IS OUTSIDE THE EXPERTISE OF A PROFESSIONAL LAND SURVEYOR. THE TREE TYPES SHOWN HEREON ARE FOR INFORMATIONAL PURPOSES ONLY AND SHOULD BE USED AFTER CONFIRMATION BY A CERTIFIED ARBORIST OR OTHER SUCH PROFESSIONAL.
- LOCATION OF THE SUBMERGED LANDS LEASE SHOWN HEREON IS APPROXIMATE DUE TO THE SKETCH PORTION OF ATTACHMENT A IN THE SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL, BOT FILE NO. 520032393, CONSISTING OF WHOLE FOOT MEASUREMENTS ONLY WITH NO BEARINGS.
- INFORMATION FROM THE STATE OF FLORIDA ROAD DEPARTMENT RIGHT OF WAY MAP SECTION NO. 15100-2503, ROAD NO. 699 WAS UTILIZED IN THE PREPERATION OF THIS SURVEY.
- INFORMATION FROM A SURVEY PREPARED BY POLARIS ASSOCIATES INC., JOB NO. 5436-01, DATED 03/27/23 WAS UTILIZED IN THE PREPARATION OF THIS SURVEY, INCLUDING, BUT NOT LIMITED TO, A DRAINAGE EASEMENT SUBMITTED TO THE STATE OF FLORIDA RECORDED IN DEED BOOK 1560, PAGE 609. (DOCUMENT WAS NOT PROVIDED TO THIS SURVEYOR)

THIS SURVEY IS COMPOSED OF 2 SHEETS. SURVEY NOT COMPLETE WITHOUT BOTH SHEETS.
AN UNSIGNED SURVEY DRAWING IS FOR INFORMATIONAL PURPOSES ONLY.

W.O. #6915	FIELD DATE: AUGUST 9, 2023
DRAWN BY: HW	
CHECKED BY: D.J.E.	
SCALE: 1"=20'	
FIELD BOOK / PAGE(S): 2-22/63-65	
SHEET 2 OF 2	

GEODATA SERVICES INC.
1166 KAPP DRIVE
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LB 7466