



**HISTORIC PRESERVATION BOARD MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

155 Corey Avenue
St. Pete Beach, FL 33706

Thursday, April 3, 2025
2:30 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. Approval of the Agenda -

Action Request: Motion to approve the April 3, 2025 agenda.

2. Audience Comments -

Comments shall be limited to 3 minutes for general and agenda items. Public comment on agenda items will be allowed when that item is called. Please complete and submit a comment card to the Clerk.

3. Approval of Minutes

a. March 6, 2025 Historic Preservation Board Meeting Minutes

4. Action Items (Chair: Please call for swearing-in of speakers after Item 4.a.) -

a. Election of Officers 2025-26

Sec. 22-208. - Officers.

The members of the historic preservation board shall elect a chair and a vice-chair for a one-year term each.

The Board may opt to maintain current appointments.

Current Chair Bill Loughery; Current Vice Chair Tia Hockensmith

Requested Action:

Motion to appoint _____ as the Committee Chair for 2025-26.

Motion to appoint _____ as the Committee Vice Chair for 2025-26.

b. Local Historic Designation Case No. 24097: 410 87th Avenue

Christine Ann Wagner requests local historic designation of a single-family ranch residence constructed circa 1956, which Staff has determined would be contributing to a future North Beach historic district.

c. Local Historic Designation Case No. 25028: 103 18th Avenue

Carolyn Kadel for Pass-A-Grille Shores Condominium and associated unit owners requests local historic designation of the four-unit art moderne structure.

d. Certificate of Appropriateness for Demolition Case No. 25036 - 207 Gulf Way

Dan Marin and Sarah Sullivan of DHM Construction Services LLC for Philip H Gardner request demolition of a single-family residence deemed to be contributing to the Pass-A-Grille Historic District.

e. Certificate of Appropriateness for Demolition Case No. 25037: 108 20th Ave

Walter Sowa, Jr. and Aristeia Sowa request to demolish a single-family residence and apartment outbuilding determined to be contributing structures to the Pass-A-Grille Historic District at the subject property.

f. Recommendation of Ordinance 2025-08 to the City Commission

AN ORDINANCE OF THE CITY OF ST. PETE BEACH AMENDING THE ST. PETE BEACH LAND DEVELOPMENT CODE DIVISION 40 – COMMUNITY REDEVELOPMENT DISTRICT – EIGHTH AVENUE (CRD-EA), SECTIONS 40.1. PURPOSE AND INTENT. AND 40.9. SETBACKS.; ADOPTING SECTIONS 40.13. ASSEMBLY OR LOT SPLIT OF A PARCEL(S), VACATION OF EASEMENTS OR RIGHT-OF-WAYS., 40.14. GENERAL BUILDING DESIGN, 40.15. DESIGN REVIEW AND REQUIRED DRAWINGS, AND 40.16. PASS-A-GRILLE HISTORIC OVERLAY DESIGN GUIDEBOOK; TO AMEND AND ADOPT DEVELOPMENT STANDARDS TO PRESERVE THE HISTORIC CHARACTER OF PASS-A-GRILLE'S EIGHTH AVENUE AND VICINITY AND INCREASE COMPATIBILITY OF NEW DEVELOPMENT WITH THAT CHARACTER; PROVIDING FOR SEVERABILITY, CODIFICATION AND SCRIVENER'S ERRORS, AND PROVIDING FOR AN EFFECTIVE DATE.

5. **Discussion Items**

a. Status of historic City facilities (standing item)

This is a standing item to address the status of historic City facilities, as requested.

b. Historic plaque updates

Staff will provide updates on the status of historic plaques as available.

6. **Information Items -**

a. Current Merry Pier lease

Providing the Merry Pier lease and amendments as requested.

7. **Next Meeting: May 1, 2025**

8. **Adjournment -**

APPEAL: In accordance with 286.0105, Florida Statute (Notices of meetings and hearings must advise that a record is required to appeal), if a person decides to appeal any decision made by this committee, board, agency, or commission with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

AMERICANS WITH DISABILITIES ACT (ADA): In accordance with the Americans with Disabilities Act and Florida Statutes, if any person with a disability defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding, he or she should contact City Hall at (727) 367-2735.

The public is cordially invited to attend this meeting.
All agenda material is available for review at City Hall or www.stpetebeach.org.

**HISTORIC PRESERVATION BOARD MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: March 6, 2025 Historic Preservation Board Meeting
Minutes

Action Request:

Strategic Objective:

Date: April 3, 2025

Prepared By:

Through:

Summary of Issue:

Funding:

Attachments: 1. HPB 03-06-25 DRAFT

DRAFT HISTORIC PRESERVATION BOARD MINUTES

March 6, 2025 - 2:30 PM

PRESENT: Bill Loughery, Chair
Tia Hockensmith, Vice Chair
Danielle Dashiell, Member
Sean Hurley, Member
Holly Young, Member

STAFF PRESENT: Brandon Berry, Senior Planner; Chloe Berryman, Interim City Attorney; Ginny Bodkin, Deputy City Clerk; Gilbert Martinez, Senior Planner; Lynn Rosetti, Contract Planner

Chair Loughery called the meeting to order at 2:30 PM. A quorum was established.

1. Approval of the Agenda –

Member Dashiell requested a discussion item on the businesses that are open in Historic Pass-A-Grille as item 5d., Chair Loughery requested a discussion on the Merry Pier and Shuffleboard Building as 5e., and Senior Planner Brandon Berry reported that the applicant for item 4a. withdrew their application.

Motion: Chair Loughery moved, and Member Young seconded the approval of the March 6, 2025 agenda as amended; the motion carried unanimously.

2. Audience Comments – There were no comments.

3. Approval of Minutes – a. February 6, 2025 Meeting

Motion: Member Hurley moved, and Chair Loughery seconded the approval of the February 6, 2025 minutes as presented; the motion carried unanimously.

4. Action Items –

a. Local Historic Designation No. 25001: 3512 Casablanca Avenue

Jorge Allwood requests local historic designation of the single-family structure at 3512 Casablanca Avenue.

This item was withdrawn by the applicant.

b. Local Historic Designation No. 24108: 3215 and 3217 E. De Bazan Avenue

Deborah Warner for Deborah Warner Revocable Trust and Diane and Keven O'Brien requests local historic designation of the multi-family duplex structure at 3215 and 3217 E. De Bazan Avenue.

Senior Planner Gil Martinez reviewed the staff presentation for this application which is part of the meeting record. Staff was in support of the application and recommended approval.

Motion: Chair Loughery moved, and Member Hurley seconded to approve Case Number 24108 for the Local Historic Designation of the duplex residential structure at 3215 and 3217 East De Bazan Ave. The motion carried 5-0.

c. Local Historic Designation No. 25011: 103 17th Avenue

Cheryl Callahan for Cheryl Callahan Revocable Trust requests local historic designation of the single-family structure at 103 17th Avenue.

Contract Planner Lynn Rosetti reviewed the staff presentation for this application which is part of the meeting record. Staff was in support of the application and recommended approval. Ms. Rosetti read a statement submitted by Applicant Cheryl Callahan, which is part of the meeting record.

Motion: Member Hurley moved, and Chair Loughery seconded to approve Local Historic Designation Case No. 25011 for 103 17th Avenue; the motion carried 5-0.

d. Local Historic Designation No. 25012: 3215 W. Maritana Drive

Gregory Kadel for Gregory Kadel Revocable Trust requests local historic designation of the single-family structure at 3215 W. Maritana Drive.

Mr. Martinez reviewed the staff presentation for this application which is part of the meeting record. Staff recommendation was for approval of the application.

Applicant Gregory Kadel appeared to answer any questions.

Motion: Member Young moved, and Vice Chair Hockensmith seconded to approve the Local Historic Designation of the single-family residential structure at 3215 West Maritana Drive. The motion carried 5-0.

e. Certificate of Appropriateness for Restoration No. 25017: 3401 Casablanca Avenue

Michael Julian of Michael Julian Residential Design, Inc for Brian and Jordan and Daniela Valbuena are requesting a Certificate of Appropriateness to construct a replacement patio cover to an existing exterior patio area on the locally designated structure at 3401 Casablanca Avenue.

Ms. Rosetti reviewed the staff presentation for this application which is part of the meeting record. Staff was in support of the application and recommended approval.

Applicant Brian Jordan appeared to answer any questions.

Motion: Member Young moved, and Vice Chair Hockensmith seconded to approve Certificate of Appropriateness Case No. 25017 to replace the hurricane-damaged outdoor screened patio cover as proposed. The motion carried 5-0.

f. Certificate of Appropriateness for Demolition No. 25014: 1807 Pass-A-Grille Way

Victor Tonas and Wendy Hopwood requests a Certificate of Appropriateness for Demolition of the contributing single-family structure at 1807 Pass-a-Grille Way.

Senior Planner Brandon Berry reviewed the staff presentation for this application which is part of the meeting record. Staff recommended approval of the application.

Applicant Victor Tonas appeared and testified as to damage sustained from hurricanes and his desire to rebuild an elevated home.

Motion: Member Hurley moved, and Member Young seconded to approve Certificate of Appropriateness Case No. 25014 for demolition of the single-family residence at 1807 Pass-A-Grille Way, waiving the 30 day stay. The motion carried 5-0.

- g. Certificate of Appropriateness for Demolition No. 25010: 808 Pass-A-Grille Way**
Samuel Ervin, JVS Contracting for Mary Jo Micklitsch requests a Certificate of Appropriateness for Demolition of the two-story retail building and one-story outbuilding at 808 Pass-a-Grille Way.

Member Dashiell declared a voting conflict on this application due to a relationship with the applicant. A Form 8B is part of the meeting record. Mr. Berry reviewed the staff presentation for this application which is part of the meeting record. Staff recommendation was for approval of the application.

Motion: Chair Loughery moved, and Member Hurley seconded to approve the Certificate of Appropriateness Case No. 25010 for the demolition of the commercial structure at 808 Pass-A-Grille Way, waiving the 30 day stay. The motion carried 4-0, with Member Dashiell abstaining.

- h. Certificate of Appropriateness for Demolition No. 25031: 110 15th Avenue**
Samuel Ervin, JVS Contracting for Johnny Francisco of Tulia Homes Real Estate Dev LLC requests a Certificate of Appropriateness for Demolition of the two-story Hurley Park Apartments at 110 15th Avenue.

Mr. Berry reviewed the staff presentation for this demolition request, which is part of the meeting record. Staff recommendation was for approval of the application but suggested that the applicant acknowledge that the property cannot be redeveloped with a multi-family structure unless the form, mass, and developed square footage of the structure remain the same after development.

Applicant John Francisco appeared and testified that he will be building a single-family home.

Motion: Member Young moved, and Chair Loughery seconded to approve the Certificate of Appropriateness Case No. 25031 for demolition of the apartment building at 110 15th Ave., waving the 30 day stay. The motion carried 5-0.

i. Recommendation of Ordinance 2025-07 and 2025-08 to the City Commission

Mr. Berry explained that the amendments in the meeting packet reflected the same content reviewed by the Historic Preservation Board and City Commission at their joint workshop in January 2025 with the two notable changes to Ordinance 2025-07 regarding driveways in new development and pools/accessory structures. Following recommendations from this Board, Staff would bring these amendments to the Planning Board (Local Planning Agency) for review in mid-2025, after the Design Guidebook has been completed. Staff intends to bring any significant changes back to the Board for review prior to implementation.

The Board asked questions on timing and whether Ms. Salmieri could provide the guidebook to the members in advance of the next meeting, so the Board can be prepared for discussion. Member Hurley raised concerns regarding changes to the Division 40 height verbiage since the last review; he contended that a total of 25 feet above BFE had been agreed upon. Mr. Berry can work on that and re-present at the next meeting.

Motion: Young moved, and Member Hurley seconded to recommend approval of Ordinance 2025-07 to the City Commission. The motion carried 5-0.

No action was taken on Ordinance 2025-08 pending changes.

j. Recommendation of Hurley Park design to the City Commission

Acting Recreation Director Mandy Edmunds reviewed a brief presentation on the Hurley Park design which included a project history, funding, and playground design and location. The presentation is part of the meeting record. The Board asked questions.

Motion: Chair Loughery moved, and Member Hurley seconded to recommend approval of the playground layout to the City Commission. The motion carried 5-0.

5. Discussion Items -

a. Design Review Case No. 25034: 106 18th Avenue

Staff requested Historic Preservation Board input on a new residence constructed to the House-Medium standards of the Pass-a-Grille Overlay District at 106 18th Avenue. Mr. Berry reviewed a presentation, which is part of the meeting record. He also reviewed Staff and Consultant comments, which were part of the presentation.

Applicant/Owner Dennis Johnson of Tampa appeared to answer Board questions and testified as to portions of the design. The Board did not see any reason to bring this review back again.

b. Design Review No. 24095: 1303 Gulf Way

Staff requested Historic Preservation Board input on a new residence constructed to the House-Medium standards of the Pass-a-Grille Overlay District at 1303 Gulf Way. Mr. Berry reviewed a presentation, including staff and consultant comment, which is part of the meeting record. Chair Loughery opined that the application seemed incomplete based upon the comments. Mr. Berry indicated that this can be brought back prior to permitting.

Applicant/Owners Daniel Currea and Audean Ross were present to answer Board questions and expressed that they would like to speak to the Consultant personally for better understanding.

c. Historic Plaque Update

Mr. Berry explained that Staff has been speaking with the vendor about individually numbering the plaques; cost will be approximately \$100 - \$125 per plaque.

d. Open Businesses in Historic Pass-A-Grille (Added)

Member Dashiell reported that previous guests and some new have come back to the Keystone Motel and expressed their surprise and happiness with the many local businesses being open and operational. She read a list of the open businesses: Bamboozle / ETC., Brass Monkey, Coconut Inn, Dody's, Evander Preston's, Havana Inn, Inn On The Beach, Island Life Pass-A-Grille, La Tortuga, Little Room

of Art, Paradise Grille, Paradise Sweets, Paradise To Go, Paradiso, Red, White & Booze, Sable Palms, Shadracks, Shaners, The Dewey, The Keystone Motel, The Hurricane, The Wharf.

e. Merry Pier and Shuffleboard Building (Added)

Chair Loughery opined that the Merry Pier may take 2-3 years to rebuild due to the City's priorities and other projects, yet it is iconic to Pass-A-Grille. He explained that he is proposing getting the private sector involved in the rebuilding of the Merry Pier. Chair Loughery explained some of the steps he has taken to date, and that some individuals have come forward with offers of financial support. He questioned whether the demolition of the shuffleboard building, and Merry Pier were combined in demo cost. This would not be a Historic Preservation Board led initiative, but he wanted to mention it as a member of the community. He asked for input or ideas to follow up next month. City Attorney Berryman cautioned that any conversation with other Board members outside of a public meeting that might touch on official Board duties would be a violation of the Sunshine Law.

Member Hockensmith suggested adding permanent agenda items for oaths and ex-parte disclosures for any quasi-judicial items and a regular agenda item on any city-owned historic resource updates, if applicable.

6. Adjournment – The next meeting is scheduled for April 3, 2025.

Chair Loughery adjourned the meeting at 4:37 PM.

These minutes will be considered for approval at the April 3, 2025, Historic Preservation Board meeting.

**HISTORIC PRESERVATION BOARD MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Election of Officers 2025-26

Action Request:

Strategic Objective:

Date: April 3, 2025

Prepared By:

Through:

Summary of Issue:

Funding:

Attachments:

**HISTORIC PRESERVATION BOARD MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Local Historic Designation Case No. 24097: 410 87th Avenue

Action Request: Motion to approve local historic designation case number 24097 for the single-family residence at 410 87th Avenue.

Strategic Objective:

Date: April 3, 2025

Prepared By: Lynn Rosetti, Consultant

Through: Laura Canary, Community Development Director

Summary of Issue: The subject structure is located in the St. Petersburg Beach North subdivision, which is proposed for historic resources surveying in late 2025 should the City receive a requested small matching grant from the state in the 2025 awards cycle. The applicant has requested to have their home designated prior to the survey being performed.

Staff recommends local historic designation of the structure due to its reflection of the broad cultural, economic and social history of the neighborhood and City, and as it reflects community planning and development efforts. In tandem with this report, Staff has prepared a Florida Master Site File for the structure, and notes that its acceptance and inventorying with the State of Florida's Historic Resources Inventory is necessary prior to the structure being approved for any substantial improvement exceptions. This is due to the City's higher standards requiring both local designation of the structure and an accepted Florida Master Site File or recognition of the structure's contribution to a historic district, the latter of which is not applicable at this time.

Funding: N/A

Attachments: 1. Staff Report

2. Application & Supporting Documentation



**PLANNING DIVISION
STAFF FINDINGS REPORT
TO THE
HISTORIC PRESERVATION BOARD**

Local Historic Designation, Case No. 24097: Christine Ann Wagner property owner

Date: April 3, 2025

Prepared By: Lynn Rosetti, AICP, CFM, Contract Planner, Planning Division

REQUEST	The property owner of this single-family Mid-Century Ranch style residential property located within the North Beach area of the City is requesting Local Landmark Designation for this property that is typical of the properties located within this historic North Beach area.
SUBJECT PROPERTY	410 87 th Avenue – Subdivision St. Petersburg Beach North Unit No. 7, Blk 104, Lot 20. Parcel I.D. #25-31-15-78264-104-0200
LAND USE / ZONING	RU-1 Residential District
YEAR BUILT	Circa 1956 (per the Pinellas County Property Appraiser records).
HISTORIC STATUS	Constructed in 1956, this Mid-Century Ranch style residential property is located within the North Beach neighborhood of St. Pete Beach. Originally, North Beach was a single-family neighborhood in the township of St. Petersburg Beach prior to the consolidation of the four townships (Pass-a-Grille, Don CeSar Place, Belle Vista, and St. Petersburg Beach) on Long Key in 1957. Regarding 410 87 th Avenue, while staff was unable to find association with significant persons or events relating to this residence, staff otherwise finds that it contributes to the historic character of the North Beach neighborhood. It should also be noted an historic survey grant for North Beach is pending funding from the State this year. This residential property contributes to the overall neighborhood as a whole. As noted, this house would be considered a contributing building to North Beach.
SURROUNDING AREA	North – 87 th Avenue, Single-family residential circa 1956 South – Single -family residential circa 1956 East – Single-family residential circa 1957 West - Single -family residential circa 1956

BACKGROUND and ANALYSIS

This single-family, one-story, Mid-Century Ranch style residential structure was constructed in 1956 with a concrete block structural system. The exterior fabric is stucco. The distinguishing architectural

features include a hip roof with asphalt shingles, a decorative metal filigree support on the front porch, awning-type windows in the front, a decorative tile front porch, a decorative metal front porch door, and decorative brick planters in the front of the porch. The property has two single car garages: the one on the northeast side appears original to the house. There is another garage on the southwest side in the rear of the property which may have been an addition. However, this garage blends well with the overall appearance of the house through color, exterior material, and roof style. This well-preserved Mid-Century Ranch style house is significant in the areas of Architecture and Community planning and development. The property's owner has included additional information in the application which is included in the Board's packet. Unfortunately, this property was damaged and flooded by Hurricane Milton which affected both its the interior and exterior. The property owner is seeking a local landmark designation to be able to renovate her property in an historically compatible manner.

Sec. 28.20. - Designation report.

Prior to the designation of any historic resource, structure or historic area district or district extension pursuant to this division, a designation report shall be prepared by city staff. The designation report shall contain the following information:

(1) *Individual historic buildings or archaeological sites:*

a. A physical description of the building or site and its character-defining features accompanied by photographs. This single-family residential, one-story, Mid-Century Ranch structure was constructed in 1956 with a concrete block structural system. The exterior fabric is stucco. The distinguishing architectural features include a hip roof, awning style windows, a decorative tile floor on the front porch decorative brick planters, a decorative metal filigree support on the front porch, and brick planters in front of the porch.

b. A statement of the historical, cultural, architectural, archaeological or other significance of the building or site as defined by the criteria for designation established by this division.

Built in 1956, 410 87th Avenue is a single-family residential structure. Staff finds that 410 87th Avenue meets this requirement as it reflects the broad architectural and cultural, character of the North Beach neighborhood of St. Pete Beach. Currently funding for an historic survey is pending with the State Historic Preservation office.

c. A description of the existing condition of the building or site including any potential threats or other circumstances that may affect the integrity of the building or site.

This residential structure has been a well-maintained single-family residential structure in the North Beach neighborhood of St. Pete Beach. Unfortunately, Hurricanes Helene and Milton damaged portions of this house and Helene flooded the interior. The property owner wants to repair and renovate her property to make it habitable.

d. A statement of rehabilitation or adaptive use proposals, if applicable.

The property owner has stated in the application that she wants to rehabilitate the property to make it habitable. Pride of ownership is reflected in the LHD application the integrity of the house it's care and level of integrity.

e. A location map, showing relevant zoning and land use information.

410 87th Avenue is zoned RU-1, Residential District, and is part of the North Beach neighborhood in north St. Pete Beach. The zoning map is included within this staff report.

f. A recommendation concerning the eligibility of the building or site for designation pursuant to this division and a listing of those features of the building or site which require specific historic preservation treatments.

Staff recommends that this residential structure at 410 87th Avenue be recognized as a locally designated historic landmark as requested by the property owner because of its architectural integrity and because it reflects the historic associations as outlined in this report.

g. A photographic record of the property. Such record should include a comprehensive photographic representation of the interior and/or exterior appearance of all structures associated with the designation request.

The photographic record is attached to this designation report. Additionally, the PowerPoint presentation by staff will provide the photo essay of this historic resource and will be part of the record.

Sec. 28.22 – Designation criteria established.

The criteria to be applied by the historic preservation board and city commission in the designation of a building, district area or site as historically or archaeologically significant shall be as follows:

(1) Historic buildings. A building is of historic significance if it possesses integrity of location, design, setting and materials, and if it:

- a. Exemplifies or reflects the broad cultural, political, economic, or social history of the city, the county, the state, or the United States.
- b. It is reflective of the North Beach and St. Pete Beach community planning and development efforts.

Staff analysis: Staff supports this application to locally designate 410 87th Avenue as an historic property. Staff finds that the building is significant in the following areas:

- a. It reflects the broad cultural, economic, and social history of the North Beach neighborhood and St. Pete Beach.
- b. It is reflective of North Beach and St. Pete Beach's community planning and development efforts.

Staff recommendation: Staff recommends APPROVAL of the Local Historic Designation, Case Number 24097, of this residential property located at 410 87th Avenue because it:

- a. It reflects the broad cultural, economic, and social history of the North Beach neighborhood and St. Pete Beach.
- b. It is reflective of North Beach and St. Pete Beach's community planning and development efforts.

ZONING MAP



AERIAL PHOTOGRAPH

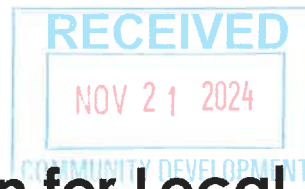


Wagner Residence
410 87th Avenue

PHOTOGRAPHS







Application for Local Historic Designation

GENERAL INFORMATION

Case Number 24097

Property Owner Name & Address

Agent or Representative Name & Address

Christine Ann Wagner

410 87th Ave, St. Pete Beach, FL 33706

708-271-7893

Phone

Phone

Email Address bubbles_992@hotmail.com

Email Address

Property Address, Legal Description, Parcel ID

Property Address: 410 87th Ave, St. Pete Beach, FL 33706

Legal Description: St. Petersburg Beach North Unit No. 7, Blk 104, Lot 20

Parcel ID: 25-31-15-78264-104-0200

Historic Name of Property (if applicable): NA

Florida Master Site File Number (if applicable):

Florida Master Site File Recorder:

(Name and Title, if applicable):

I (the undersigned) am the legal owner/legal representative of property/structure located at 410 87th Avenue and hereby consent to have this property designated as an historic property, should the Historic Preservation Board determine it qualifies for Local Historic Designation.

Owner Signature: [Signature]

Date: 11/21/24

TYPE OF REQUEST

--X--- Individual historic building

----- Individual archaeological site

_____ Historic or archaeological district

_____ Thematic grouping (not typically tied through same/similar associations but not tied through geographic boundaries) (Example: All works of the same architect, or all are early tourist related accommodations)

BOUNDARY DESCRIPTION AND SIZE OF PROPERTY

Describe boundary line encompassing all man-made and natural resources to be included in designation (general legal description or survey). Attach map delimiting the proposed boundary. (Use continuation sheet if necessary). Include acreage or land square footage of the subject property.

St. Petersburg Beach North, Unit No. 7, Lot 20, Blk 104

Structure Square Footage: 1679 Property/Land Square Footage: 7697 (see ADDENDUM A: Survey and Appraisal)

FUNCTION OR USE**Historic Functions**

Residential-single family home

Current Functions

Residential, Single family home

DESCRIPTON**Architectural Classification**

Mid-Century Ranch home

Materials

Concrete block with finished stucco veneer on concrete slab foundation; aluminum crank Windows (2001 addition has vinyl siding)

STATEMENT OF SIGNIFICANCE

Designation Criteria Established (mark one or more boxes for the appropriate criteria)

The criteria to be applied by the historic preservation board and city commission in the designation of a building, district area or site as historically or archaeologically significant shall be as follows;

- (1) **Historic buildings.** A building is of historic significance if it possesses integrity of location, design, setting and materials, and if it:

X Exemplifies or reflects the broad cultural, political, economic or social history of the city, the county, the state or the United States; or

X s associated with events which have made a significant contribution to the broad patterns of our local state, or national history; or

- ☐ Is associated with the life of a person who has played a significant role in our local, state, or national history; or
- ☐ Is a reconstructed building accurately executed in a suitable environment and presented in a dignified manner as part of a restoration Is master plan, and when no other building or association has survived; and
- ☐ Is listed on the National Register of Historic Places or is eligible for inclusion on the National Register of Historic Places, or is included on the state master site file, individually or as contributing to a listed historic district.

- (2) **Historic districts.** A district is of historic significance if it:

- ☐ Represents a significant entity whose components may lack individual distinction; or
- ☐ Represents a geographically defined area which contains buildings, sites, objects and spaces linked historically through location, design, setting, materials, workmanship, feeling and association; or
- ☐ Represents a geographically defined entity whose individual structural components collectively convey a sense of time and place which may relate to one or more periods in history.

- (3) **Archaeological sites and districts.** A site or district is of archaeological significance if it:

- ☐ Has yielded or is likely to yield significant information relating to prehistory or history; or
- ☐ Contains any subsurface remains of historical or archaeological importance or any unusual ground formations of archaeological significance.

Areas of Significance (please describe the following):

1. Period of Significance

This house was built during the 1950's housing boom that occurred after the Great Depression and World War II. By the 1950s, the veterans had returned from the war and were anxious to marry and start families (leading to the baby boom). Housing loans through the GI bill, and the thriving

economy made it possible for people to afford the American Dream of owning your own single-family home. This period saw the birth of suburban communities of single-family homes, and this type of mid-century ranch home was the most common type of housing design.

2. Significant Dates (date constructed and altered, if applicable)

This house was built in 1956 and completed in 1957. An addition was added to the rear of the home in 2001 as well as a detached garage, but these additions did not significantly alter the original home. The addition is not even visible from the street.

3. Significant Persons

Not applicable

4. Cultural Affiliation/Historic Period

Significant cultural, community and housing industry changes occurred during the 1950s that gave rise to a housing boom. Veterans returning from World War II wanted to start families and settle down in a home of their own. The GI bill and a prospering economy gave the developing middle class the money to buy homes. Few houses were built during the Great Depression and WWII resulting in housing shortage. Ranch style homes provided a means to provide numerous functional mass-produced homes that were built in planned communities/neighborhoods

5. Architect

Not applicable

6. Builder

Not applicable

Narrative Description

1. Please describe the physical description of the building or site and its character defining features, accompanied by photographs.

This single-family home is a notable example of mid-century ranch homes that were the bedrock of the housing boom in the 1950s that made home ownership a reality for many. The design of the house contains many of the defining features of this type of house, including an asymmetrical design with clean lines, an attached garage, and a low-sloped roof. The long side of the house faces the street, creating a rambling appearance. There are several prominent windows in the front of the house accentuating a horizontal design. The windows are framed by small concrete ledges known as “eyebrows” (Pass-A-Grille Historical Survey, 2015) to provide some protection from rain. The jalousie, crank windows are typical of Floridian ranches of the period to allow for improved airflow and protection from rain. The house also has a recessed porch under the roof line typical of this style of house. The house has a couple of simple accents typical of mid-century ranch homes, including brick planters across the front of the house and a filigree post on the front porch. The

building materials are also typical of this type of house, in Florida, including concrete block construction on a slab with a stucco exterior.

The footprint of the interior of the original structure includes several defining features of a mid-century ranch, including an open floor plan for the kitchen, living room and dining room areas that are separated from the bedrooms typical of the zoned design. The house has 2 small charming built-in bookcases as an example of the built-in accents common in this type of home.

2. Please provide a statement of the historical, cultural, architectural, archaeological or other significance of the building or site as defined by the criteria for designation established by the Land Development Code, Section 28-20.

This house is a testament to significant cultural, community and housing industry changes that occurred during the 1950s. Few houses were built in the 1930s and 1940s. Few people had money to buy a house during the Depression. During the war, a substantial portion of men were away from home fighting the war and building supplies were diverted to supporting the war. After World War II, the demand for housing was high and the supply was low. Post-war economic prosperity led to the growth of a strong middle class that wanted a single-family home as part of their American Dream. To address the high demand and low inventory of single-family homes, the building industry underwent a significant change from building custom homes for a select few in relative isolation to planning and building large, planned communities that made housing accessible to many and created the suburban neighborhoods that continue to exist today. The ranch home was the “prime building block of suburbia” (Hess, 2004). These houses could be mass-produced with vernacular building materials and could be modified easily to allow for variations in appearance/elevation. Different regions of the country made their own distinct tweaks, such as the stucco exterior common in Florida. Additionally, developers recognized the need for shopping areas to be accessible to the burgeoning population. The Corey Avenue shopping district at the southern end of the original St. Petersburg Municipality provided the community with a convenient place for shopping and entertainment.

This mid-century ranch home is part of the original St. Petersburg Beach municipality that included the northern border of our current city to the southern boundary of the historic Corey Avenue. The structure embodies the mid-century ranch style design. This home is a significant contributing structure to the historical significance of the North St. Pete Beach neighborhood (formerly St. Petersburg Beach Municipality) and the Corey Avenue shopping district. If the house receives the local historic designation, it will significantly contribute to making the St. Petersburg Beach/North St. Pete Beach area a historical district.

3. Please provide a description of the existing condition of the building or site including any potential threats of other circumstances that may affect the integrity of the building or site.

The exterior of the house is in good condition except for some roof damage after Hurricane Milton, removing some shingles that must be replaced. The house sustained interior flood damage from Hurricane Helene that will require replacement of walls, kitchen and bathroom cabinets and tub/shower surrounds but not a change to the footprint of the house or the room configuration.

This structure is in Flood Zone AE. To protect the home from future flood damage, we are considering dry floodproofing methods, including an inflatable 28-inch sealing system for the exterior doors and garage or a portable 3–4-foot collapsible sea wall like the 15-foot seawall used by TGH. We are also considering other interior options to protect the interior, including raising the electric receptacles and options for water-resistant materials.

4. Provide a statement of rehabilitation or adaptive use proposals, if applicable.

Not applicable

5. Provide a location map, showing relevant zoning and land use information.

See ADDENDUM B

Major Bibliographic References

Hess, Alan. (2004). *The Ranch House*. Harry N. Abrams, Inc., Publishers, New York, New York.

Moroney, Siobhan. (2024). *Chicagoland Dream Houses: How a Mid-Century Architecture Competition Reimagined the American Home*. University of Illinois Press, Urbana, Illinois.

Geoffrey B. Henry M.A. and G. Ellen Rankin, B.S. (April 2015). *Pass-A-Grille Historic Sites Survey City of St. Pete Beach, Pinellas County, Florida*. Prepared by: TRC Environmental Corporation 4425 Forbes Boulevard, Suite B Lanham, Maryland 20706.

Kviklys, Laura. (2015). *Identifying the 1950w Ranch House Interior as a Cultural Resource*. Mid-Century Modern Structures: Materials and Preservation Symposium, April 14-16, St. Louis Missouri. Transcript at <https://www.nps.gov/articles/000/identifying-the-1950s-ranch-house-interior-as-a-cultural-resource.htm>

U.S. Department of the Interior National Park Service Technical Preservation Services (2021). *THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION & GUIDELINES ON FLOOD ADAPTATION FOR REHABILITATING HISTORIC BUILDINGS*. Accessed at <https://www.nps.gov/orgs/1739/upload/flood-adaptation-guidelines-2021.pdf>

The Rise of Suburbs. Downloaded on November 9, 2024 from <https://courses.lumenlearning.com/sanjacinto-atdcoursereview-ushistory2-1/chapter/the-rise-of-suburbs-2/>

Page 1 of 2 in order 113478
File number: 1780418-06067

Completed: 6/18/2018
Surveyed: 6/15/2018

Client: SUNBELT TITLE AGENCY - ST. PETE BEACH
Lender: GET A RATE, LLC
Buyer: CHRISTINE ANN WAGNER ,
Seller: DIANE C. FENSTEMACHER

Premises: 410 87TH AVENUE , ST PETE BEACH, FLORIDA 33706 PINELLAS



CERTIFIED TO: SUNBELT TITLE AGENCY, GET A RATE, LLC, CHRISTINE ANN WAGNER , , TITLE RESOURCES GUARANTY COMPANY

LEGAL DESCRIPTION: LOT 20, BLOCK 104, ST PETERSBURG BEACH NORTH UNIT NO. 7, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 36, PAGE 42, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

TRUELINE TECHNOLOGIES LLC: THE FOLLOWING PRODUCT HAS BEEN COMPLETED BY THE STATE LICENSED LAND SURVEYING FIRM AS INDICATED ON THE FOLLOWING PAGE. TRUELINE TECHNOLOGIES LLC PROVIDES THE DIGITAL TRANSMISSION AND ARCHIVING OF THE PRODUCT, AND IS NOT INVOLVED IN ANY FACET OF THE TECHNICAL FIELD WORK PERFORMED AND MAKES NO WARRANTIES AS TO THE ACCURACY OF SUCH WORK. ALL TRANSMISSIONS OF THE PRODUCT ARE VIA A SECURE 'SHA-1' SECURE HASH MESSAGE DIGEST AUTHENTICATION CODE WITHIN ITS SIGNATURE FILE. A MANUALLY SIGNED AND SEALED LOG OF THIS SURVEY'S SIGNATURE FILE IS KEPT ON FILE AT THE PERFORMING SURVEYORS OFFICE.

PRINTING PROCEDURES: BECAUSE THIS FILE HAS BEEN SENT ELECTRONICALLY, IT IS IMPERATIVE THAT THE PRINT SETTINGS BE CORRECT IN ORDER TO DEPICT AN ACCURATE REPRESENTATION OF THIS DOCUMENT ON PAPER. INSTRUCTIONS: WHILE VIEWING THE PRODUCT IN ADOBE READER, SELECT PRINT UNDER THE FILE TAB. SELECT COLOR PRINTER. UNDER PRINT RANGE - SELECT ALL. UNDER PAGE HANDLING, SELECT NONE FOR PAGE SCALING AND UNCHECK AUTO ROTATE AND CENTER. CHOOSE PAPER SOURCE BY PDF SIZE. CLICK PRINT.

BOUNDARY SURVEY

LEGAL DESCRIPTION:

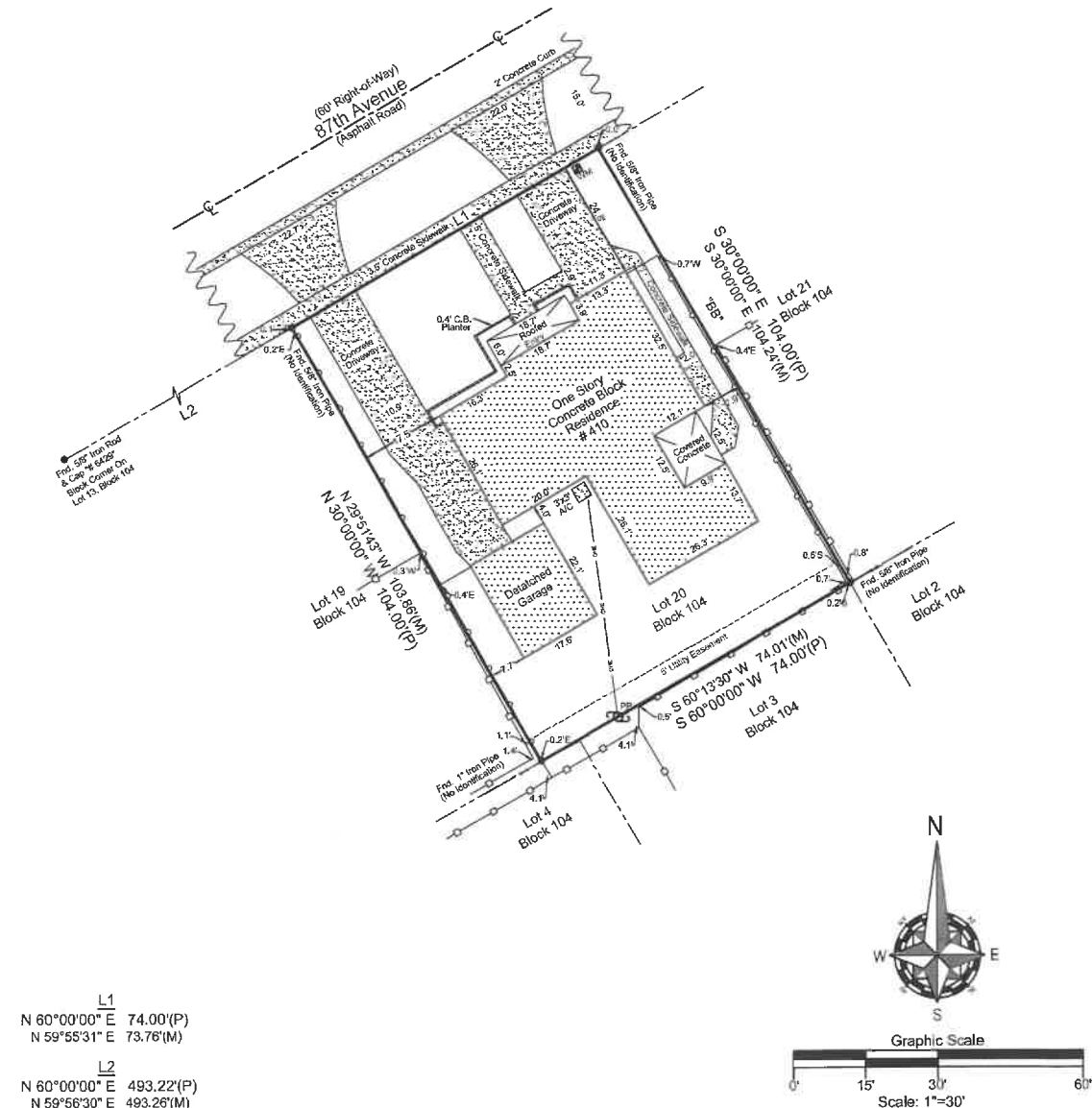
LOT 20, BLOCK 104, ST PETERSBURG BEACH NORTH UNIT NO. 7, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 36, PAGE 42, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

FLOOD INFORMATION:

BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE AE. THIS PROPERTY WAS FOUND IN CITY OF ST. PETE BEACH, COMMUNITY NUMBER 125149, DATED 9/3/2003.

Page 2 of 2

This survey is not full and complete without the attached survey report, Page 1 of 2.



Field Date: 6/15/2018 Date Completed: 06/18/18
Drawn By: G.S. File Number: JS-48451

Legend	
C - Calculated	PC - Point of Curvature
CB - Centline	Pg. - Page
CM - Concrete Monument	PI - Point of Intersection
Cont. - Concrete	P.O.B. - Point of Beginning
D - Description	P.O.L. - Point on Line
DE - Drainage Easement	PP - Power Pole
LSmt. - Lament	PRM - Permanent Reference Monument
L.L.M.A. - Federal Emergency Management Agency	PI - Point of Tangency
FFE - Finished Floor Elevation	R - Radius
Fnd. - Found	Rad. - Radial
IP - Iron Pipe	R&C - Heber & Cap
L - Length (Arc)	Rec. - Recovered
M - Measured	Rtd. - Roofed
N&D - Nail & Disk	Srt. - Set 1/2" Rebar & Kebar
N.H. - Non-Radial	Cap "LB 7623"
ORNB - Official Records Book	Typ. - Typical
P - Plat Book	UE - Utility Easement
P.B. - Plat Book	WM - Water Meter
W - Wood Fence	Δ - Delta (Central Angle)
	-O- - Chain Link Fence

-Notes-
>Survey is Based upon the Legal Description Supplied by Client.
>Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hiats.
>Subject to any Easements and/or Restrictions of Record.
>Bearing Basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB".
>Building Ties are NOT to be used to reconstruct Property Lines.
>Fence Ownership is NOT determined.
>Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted.
>Septic Tanks and/or Drinfeld locations are approximate and MUST be verified by appropriate Utility Location Companies.
>Use of This Survey for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to give ANY Rights or Benefits to Anyone Other than those Certified.
>Flood Zone Determination Shown Hereon is Given as a Courtesy, and is Subject to Final Approval by F.E.M.A. This Determination may be affected by Flood Factors and/or other Information NEITHER known by NOR given to this Surveying Company at the time of this Endeavor. Ireland & Associates Surveying Inc. and the signing surveyor assume NO Liability for the Accuracy of this Determination.

I hereby Certify that this Boundary Survey of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown. Based on Information furnished to me as Noted and Conforms to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 34-17, 062 Florida Administrative Codes, Pursuant to Section 472.27 Florida Statutes.

Patrick K. Ireland, Surveyor
P.S. 6637 LB 7623
This Survey is intended ONLY for the use of Said Certified Parties.
This Survey NOT VALID UNLESS signed and Embossed with Surveyor's Seal.

Ireland & Associates Surveying, Inc.
1301 S. International Parkway Suite 2001
Lake Mary, Florida 32746
www.Irelandsurveying.com
Office-407.678.3366 Fax-407.320.8165

APPRAISAL OF REAL PROPERTY



LOCATED AT

410 87th Ave
St Pete Beach, FL 33706
St Petersburg Beach North Unit No. 7 Blk 104, Lot 20

FOR

Get A Rate LLC
200 Riverfront Blvd 1st Floor
Elmwood Park, NJ 07407

AS OF

05/27/2018

BY

Christopher Paradis
Coastline Appraisals, LLC
612 Oleander Way S
South Pasadena, FL 33707-2116
727-623-9246
appraisalparadise@yahoo.com

Christopher Paradis

Uniform Residential Appraisal Report

101186903509
File # P1805037

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address	410 87th Ave	City	St Pete Beach	State	FL	Zip Code	33706		
Borrower	Christine Ann Wagner	Owner of Public Record	Diane C Fenstemacher	County	Pinellas				
Legal Description	St Petersburg Beach North Unit No. 7 Blk 104, Lot 20								
Assessor's Parcel #	25-31-15-78264-104-0200	Tax Year	2017	R.E. Taxes \$	1,841				
Neighborhood Name	St Petersburg Beach North Unit 7	Map Reference	S-25, T-31, R-15	Census Tract	0280.04				
Occupant	☐ Owner ☐ Tenant ☒ Vacant	Special Assessments \$	0	☐ PUD ☐ HOA \$	0	☐ per year ☐ per month			
Property Rights Appraised	☒ Fee Simple ☐ Leasehold ☐ Other (describe)								
Assignment Type	☒ Purchase Transaction ☐ Refinance Transaction ☐ Other (describe)								
Lender/Client	Get A Rate LLC	Address	200 Riverfront Blvd 1st Floor, Elmwood Park, NJ 07407						
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal?	☒ Yes ☐ No								
Report data source(s) used, offering price(s), and date(s).	DOM 34; Subject property was offered for sale; Latest Price \$339,000; Latest Date 05/18/2018; Original Price \$355,000; Original Date 04/13/2018; MFR MLS#U8000544								
I ☒ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.	Arms length sale; Standard FABAR contract. All fixtures, washer, dryer, electric water heater included in purchase. Fully executed purchase contract.								
Contract Price \$	330,000	Date of Contract	05/17/2018	Is the property seller the owner of public record?	☒ Yes ☐ No			Data Source(s)	PinellasCoAssorOff
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower?	☐ Yes ☒ No								
If Yes, report the total dollar amount and describe the items to be paid.	\$0;								

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics			One-Unit Housing Trends			One-Unit Housing		Present Land Use %	
Location	☐ Urban ☒ Suburban ☐ Rural	Property Values	☒ Increasing ☐ Stable ☐ Declining	PRICE	AGE	One-Unit	50 %		
Built-Up	☒ Over 75% ☐ 25-75% ☐ Under 25%	Demand/Supply	☒ Shortage ☐ In Balance ☐ Over Supply	\$ (000)	(yrs)	2-4 Unit	10 %		
Growth	☐ Rapid ☒ Stable ☐ Slow	Marketing Time	☒ Under 3 mths ☐ 3-6 mths ☐ Over 6 mths	195	Low	1	Multi-Family	15 %	
Neighborhood Boundaries	North of Pinellas Bayway, South of Treasure Island Causeway, East of Gulf of Mexico, & West of Intra Coastal Waterway in a residential neighborhood.			999	High	85	Commercial	15 %	
Neighborhood Description	The subject is located in a residential neighborhood with a diverse mix of age and style homes. Construction is commonly block with scattered frame or brick also present. Commercial facilities are along Pasadena Ave and I-275 is a major north south transportation artery ~3 miles east. Schools, parks and all desired amenities are in close proximity. No apparent adverse conditions noted.			495	Pred.	55	Other	10 %	
Market Conditions (including support for the above conclusions)	The St. Petersburg Beach area has shown evidence of an increase in values over the past year. Low interest rates combined with lower pricing are having a positive affect. Marketing times are typically under 3 months for properly priced properties.								

Dimensions	~74' x 104'	Area	7697 sf	Shape	Rectangular	View	N:Res:
Specific Zoning Classification	RU-2	Zoning Description	Residential Urban				
Zoning Compliance	☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)						
Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use?	☒ Yes ☐ No If No, describe						

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements - Type	Public	Private
Electricity	☒		Water	☒	Street	Asphalt	☒
Gas	☐	None	Sanitary Sewer	☐	Alley	None	☐
FEMA Special Flood Hazard Area	☒ Yes ☐ No	FEMA Flood Zone	AE	FEMA Map #	12103C0194G	FEMA Map Date	09/03/2003
Are the utilities and off-site improvements typical for the market area?	☒ Yes ☐ No If No, describe						
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)?	☐ Yes ☒ No If Yes, describe						
There are no adverse site conditions or external factors known to the appraiser. Please be advised that a property boundary survey or site survey has not been provided to the appraiser for review.							

General Description		Foundation		Exterior Description		materials/condition		Interior		materials/condition	
Units	☒ One ☐ One with Accessory Unit	☒ Concrete Slab ☐ Crawl Space		Foundation Walls	Concrete Slab/Avg	Floors	Carpet/Terrazzo/Avg				
# of Stories	1.00	☐ Full Basement ☐ Partial Basement		Exterior Walls	Block/Frame/Avg	Walls	Drywall/Avg				
Type	☒ Det. ☐ Att. ☐ S-Det./End Unit	Basement Area	0 sq.ft.	Roof Surface	Comp/Shingle/Avg	Trim/Finish	Wood/Paint/Avg				
☒ Existing ☐ Proposed ☐ Under Const.		Basement Finish	0 %	Gutters & Downspouts	Alum. Gutters/Avg	Bath Floor	Ceramic Tile/Avg				
Design (Style)	DT1.00:Ranch	☐ Outside Entry/Exit ☐ Sump Pump		Window Type	Crank/Alum/Avg	Bath Wainscot	Tile/Avg				
Year Built	1956	Evidence of ☐ Infestation		Storm Sash/Insulated	None	Car Storage	☐ None				
Effective Age (Yrs)	25	☐ Dampness ☐ Settlement		Screens	Alum/Avg	☒ Driveway	# of Cars	2			
Attic	☐ None	Heating	☒ FWA ☐ HWBB ☐ Radiant	Amenities	☐ Woodstove(s) # 0	Driveway Surface	Concrete				
☐ Drop Stair ☐ Stairs		☐ Other	Fuel Elctrc	Fireplace(s) #	0	☒ Fence	ChLnk/Av	☒ Garage	# of Cars	2	
☐ Floor ☒ Scuttle		Cooling	☒ Central Air Conditioning	☒ Patio/Deck	Cvd	☒ Porch	Cvd	☐ Carport	# of Cars	0	
☐ Finished ☐ Heated		☐ Individual ☐ Other		☐ Pool	None	☐ Other	None	☒ Att.	☒ Det.	☐ Built-in	
Appliances ☒ Refrigerator ☒ Range/Oven ☐ Dishwasher ☐ Disposal ☐ Microwave ☐ Washer/Dryer ☐ Other (describe)											
Finished area above grade contains:		6 Rooms	2 Bedrooms	2.0 Bath(s)	1,679	Square Feet of Gross Living Area Above Grade					
Additional features (special energy efficient items, etc.).		None known									
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.).											
C4: No updates in the prior 15 years: Physical depreciation is as expected for age and condition of structure and components. Recent updates noted: A/C & roof. No apparent repairs needed. No adverse conditions noted. No external or functional inadequacies noted. Utilities were on and inspected to be functioning properly.											
Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property?											
☐ Yes ☒ No If Yes, describe											
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)?											
☒ Yes ☐ No If No, describe											

Uniform Residential Appraisal Report

101186903509
File # P1805037

There are	5	comparable properties currently offered for sale in the subject neighborhood ranging in price from \$	350,000	to \$	579,000																																																																																																																																																																										
There are	23	comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$	225,000	to \$	765,000																																																																																																																																																																										
<table border="1"><thead><tr><th>FEATURE</th><th>SUBJECT</th><th>COMPARABLE SALE # 1</th><th>COMPARABLE SALE # 2</th><th>COMPARABLE SALE # 3</th></tr></thead><tbody><tr><td>Address</td><td>410 87th Ave St Pete Beach, FL 33706</td><td>615 78th Ave St Pete Beach, FL 33706</td><td>504 79th Ave St Pete Beach, FL 33706</td><td>455 77th Ave St Pete Beach, FL 33706</td></tr><tr><td>Proximity to Subject</td><td></td><td>0.49 miles S</td><td>0.45 miles SE</td><td>0.51 miles SE</td></tr><tr><td>Sale Price</td><td>\$ 330,000</td><td>\$ 335,000</td><td>\$ 336,000</td><td>\$ 330,000</td></tr><tr><td>Sale Price/Gross Liv. Area</td><td>\$ 196.55 sq.ft.</td><td>\$ 220.11 sq.ft.</td><td>\$ 233.66 sq.ft.</td><td>\$ 275.00 sq.ft.</td></tr><tr><td>Data Source(s)</td><td></td><td>MFRMLS#U8001609:DOM 2</td><td>MFRMLS#U7829612:DOM 206</td><td>MFRMLS#U7836635:DOM 96</td></tr><tr><td>Verification Source(s)</td><td></td><td>Pinellas County Assessors Office</td><td>Pinellas County Assessors Office</td><td>Pinellas County Assessors Office</td></tr><tr><td>VALUE ADJUSTMENTS</td><td>DESCRIPTION</td><td>+ (-) \$ Adjustment</td><td>+ (-) \$ Adjustment</td><td>+ (-) \$ Adjustment</td></tr><tr><td>Sales or Financing</td><td></td><td>ArmLth</td><td>ArmLth</td><td>ArmLth</td></tr><tr><td>Concessions</td><td></td><td>Cash:0</td><td>Conv:0</td><td>Asm:9900 0</td></tr><tr><td>Date of Sale/Time</td><td></td><td>s05/18:c04/18</td><td>s05/18:c03/18</td><td>s03/18:c01/18 0</td></tr><tr><td>Location</td><td>N:Res:</td><td>N:Res:</td><td>N:Res:</td><td>N:Res:</td></tr><tr><td>Leasehold/Fee Simple</td><td>Fee Simple</td><td>Fee Simple</td><td>Fee Simple</td><td>Fee Simple</td></tr><tr><td>Site</td><td>7697 sf</td><td>5001 sf</td><td>5602 sf</td><td>5001 sf 0</td></tr><tr><td>View</td><td>N:Res:</td><td>N:Res:</td><td>N:Res:</td><td>N:Res:</td></tr><tr><td>Design (Style)</td><td>DT1.00:Ranch</td><td>DT1.00:Ranch</td><td>DT1.00:Ranch</td><td>DT1.00:Ranch</td></tr><tr><td>Quality of Construction</td><td>Q4</td><td>Q4</td><td>Q4</td><td>Q4</td></tr><tr><td>Actual Age</td><td>62</td><td>65</td><td>68</td><td>66 0</td></tr><tr><td>Condition</td><td>C4</td><td>C3</td><td>C3</td><td>C2 -39,600</td></tr><tr><td>Above Grade</td><td>Total Bdrms. Baths</td><td>Total Bdrms. Baths</td><td>Total Bdrms. Baths</td><td>Total Bdrms. Baths</td></tr><tr><td>Room Count</td><td>6 2 2.0</td><td>6 2 2.0</td><td>6 3 2.0</td><td>6 3 2.0 0</td></tr><tr><td>Gross Living Area</td><td>1,679 sq.ft.</td><td>1,522 sq.ft.</td><td>1,438 sq.ft.</td><td>1,200 sq.ft. +21,555</td></tr><tr><td>Basement & Finished Rooms Below Grade</td><td>0sf</td><td>0sf</td><td>0sf</td><td>0sf</td></tr><tr><td>Functional Utility</td><td>Average</td><td>Average</td><td>Average</td><td>Average</td></tr><tr><td>Heating/Cooling</td><td>FWA/CAC</td><td>FWA/CAC</td><td>FWA/CAC</td><td>FWA/CAC</td></tr><tr><td>Energy Efficient Items</td><td>None</td><td>None</td><td>None</td><td>None</td></tr><tr><td>Garage/Carport</td><td>1ga1gd2dw</td><td>1ga1dw +7,500</td><td>1cp1dw +12,500</td><td>1dw +15,000</td></tr><tr><td>Porch/Patio/Deck</td><td>CvdPch/CvdPto</td><td>CvdPch/OpnPto</td><td>CvdPch/ScnPto</td><td>CvdPch/OpnPto 0</td></tr><tr><td>Pool/Spa</td><td>None</td><td>None</td><td>None</td><td>None</td></tr><tr><td>Fireplace(s)</td><td>None</td><td>None</td><td>None</td><td>None</td></tr><tr><td>Misc. Extras</td><td>None</td><td>None</td><td>None</td><td>None</td></tr><tr><td>Net Adjustment (Total)</td><td></td><td>☐ + ☒ - \$ -5,535</td><td>☒ + ☐ - \$ 3,185</td><td>☐ + ☒ - \$ -3,045</td></tr><tr><td>Adjusted Sale Price</td><td></td><td>Net Adj. 1.7 %</td><td>Net Adj. 0.9 %</td><td>Net Adj. 0.9 %</td></tr><tr><td>of Comparables</td><td></td><td>Gross Adj. 10.3 % \$ 329,465</td><td>Gross Adj. 12.9 % \$ 339,185</td><td>Gross Adj. 23.1 % \$ 326,955</td></tr></tbody></table>						FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3	Address	410 87th Ave St Pete Beach, FL 33706	615 78th Ave St Pete Beach, FL 33706	504 79th Ave St Pete Beach, FL 33706	455 77th Ave St Pete Beach, FL 33706	Proximity to Subject		0.49 miles S	0.45 miles SE	0.51 miles SE	Sale Price	\$ 330,000	\$ 335,000	\$ 336,000	\$ 330,000	Sale Price/Gross Liv. Area	\$ 196.55 sq.ft.	\$ 220.11 sq.ft.	\$ 233.66 sq.ft.	\$ 275.00 sq.ft.	Data Source(s)		MFRMLS#U8001609:DOM 2	MFRMLS#U7829612:DOM 206	MFRMLS#U7836635:DOM 96	Verification Source(s)		Pinellas County Assessors Office	Pinellas County Assessors Office	Pinellas County Assessors Office	VALUE ADJUSTMENTS	DESCRIPTION	+ (-) \$ Adjustment	+ (-) \$ Adjustment	+ (-) \$ Adjustment	Sales or Financing		ArmLth	ArmLth	ArmLth	Concessions		Cash:0	Conv:0	Asm:9900 0	Date of Sale/Time		s05/18:c04/18	s05/18:c03/18	s03/18:c01/18 0	Location	N:Res:	N:Res:	N:Res:	N:Res:	Leasehold/Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Site	7697 sf	5001 sf	5602 sf	5001 sf 0	View	N:Res:	N:Res:	N:Res:	N:Res:	Design (Style)	DT1.00:Ranch	DT1.00:Ranch	DT1.00:Ranch	DT1.00:Ranch	Quality of Construction	Q4	Q4	Q4	Q4	Actual Age	62	65	68	66 0	Condition	C4	C3	C3	C2 -39,600	Above Grade	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths	Room Count	6 2 2.0	6 2 2.0	6 3 2.0	6 3 2.0 0	Gross Living Area	1,679 sq.ft.	1,522 sq.ft.	1,438 sq.ft.	1,200 sq.ft. +21,555	Basement & Finished Rooms Below Grade	0sf	0sf	0sf	0sf	Functional Utility	Average	Average	Average	Average	Heating/Cooling	FWA/CAC	FWA/CAC	FWA/CAC	FWA/CAC	Energy Efficient Items	None	None	None	None	Garage/Carport	1ga1gd2dw	1ga1dw +7,500	1cp1dw +12,500	1dw +15,000	Porch/Patio/Deck	CvdPch/CvdPto	CvdPch/OpnPto	CvdPch/ScnPto	CvdPch/OpnPto 0	Pool/Spa	None	None	None	None	Fireplace(s)	None	None	None	None	Misc. Extras	None	None	None	None	Net Adjustment (Total)		☐ + ☒ - \$ -5,535	☒ + ☐ - \$ 3,185	☐ + ☒ - \$ -3,045	Adjusted Sale Price		Net Adj. 1.7 %	Net Adj. 0.9 %	Net Adj. 0.9 %	of Comparables		Gross Adj. 10.3 % \$ 329,465	Gross Adj. 12.9 % \$ 339,185	Gross Adj. 23.1 % \$ 326,955
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3																																																																																																																																																																											
Address	410 87th Ave St Pete Beach, FL 33706	615 78th Ave St Pete Beach, FL 33706	504 79th Ave St Pete Beach, FL 33706	455 77th Ave St Pete Beach, FL 33706																																																																																																																																																																											
Proximity to Subject		0.49 miles S	0.45 miles SE	0.51 miles SE																																																																																																																																																																											
Sale Price	\$ 330,000	\$ 335,000	\$ 336,000	\$ 330,000																																																																																																																																																																											
Sale Price/Gross Liv. Area	\$ 196.55 sq.ft.	\$ 220.11 sq.ft.	\$ 233.66 sq.ft.	\$ 275.00 sq.ft.																																																																																																																																																																											
Data Source(s)		MFRMLS#U8001609:DOM 2	MFRMLS#U7829612:DOM 206	MFRMLS#U7836635:DOM 96																																																																																																																																																																											
Verification Source(s)		Pinellas County Assessors Office	Pinellas County Assessors Office	Pinellas County Assessors Office																																																																																																																																																																											
VALUE ADJUSTMENTS	DESCRIPTION	+ (-) \$ Adjustment	+ (-) \$ Adjustment	+ (-) \$ Adjustment																																																																																																																																																																											
Sales or Financing		ArmLth	ArmLth	ArmLth																																																																																																																																																																											
Concessions		Cash:0	Conv:0	Asm:9900 0																																																																																																																																																																											
Date of Sale/Time		s05/18:c04/18	s05/18:c03/18	s03/18:c01/18 0																																																																																																																																																																											
Location	N:Res:	N:Res:	N:Res:	N:Res:																																																																																																																																																																											
Leasehold/Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple																																																																																																																																																																											
Site	7697 sf	5001 sf	5602 sf	5001 sf 0																																																																																																																																																																											
View	N:Res:	N:Res:	N:Res:	N:Res:																																																																																																																																																																											
Design (Style)	DT1.00:Ranch	DT1.00:Ranch	DT1.00:Ranch	DT1.00:Ranch																																																																																																																																																																											
Quality of Construction	Q4	Q4	Q4	Q4																																																																																																																																																																											
Actual Age	62	65	68	66 0																																																																																																																																																																											
Condition	C4	C3	C3	C2 -39,600																																																																																																																																																																											
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths																																																																																																																																																																											
Room Count	6 2 2.0	6 2 2.0	6 3 2.0	6 3 2.0 0																																																																																																																																																																											
Gross Living Area	1,679 sq.ft.	1,522 sq.ft.	1,438 sq.ft.	1,200 sq.ft. +21,555																																																																																																																																																																											
Basement & Finished Rooms Below Grade	0sf	0sf	0sf	0sf																																																																																																																																																																											
Functional Utility	Average	Average	Average	Average																																																																																																																																																																											
Heating/Cooling	FWA/CAC	FWA/CAC	FWA/CAC	FWA/CAC																																																																																																																																																																											
Energy Efficient Items	None	None	None	None																																																																																																																																																																											
Garage/Carport	1ga1gd2dw	1ga1dw +7,500	1cp1dw +12,500	1dw +15,000																																																																																																																																																																											
Porch/Patio/Deck	CvdPch/CvdPto	CvdPch/OpnPto	CvdPch/ScnPto	CvdPch/OpnPto 0																																																																																																																																																																											
Pool/Spa	None	None	None	None																																																																																																																																																																											
Fireplace(s)	None	None	None	None																																																																																																																																																																											
Misc. Extras	None	None	None	None																																																																																																																																																																											
Net Adjustment (Total)		☐ + ☒ - \$ -5,535	☒ + ☐ - \$ 3,185	☐ + ☒ - \$ -3,045																																																																																																																																																																											
Adjusted Sale Price		Net Adj. 1.7 %	Net Adj. 0.9 %	Net Adj. 0.9 %																																																																																																																																																																											
of Comparables		Gross Adj. 10.3 % \$ 329,465	Gross Adj. 12.9 % \$ 339,185	Gross Adj. 23.1 % \$ 326,955																																																																																																																																																																											
I ☒ did ☐ did not research the sale or transfer history of the subject property and comparable sales. If not, explain																																																																																																																																																																															
My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.																																																																																																																																																																															
Data Source(s) MLS/Pinellas County Property Appraisers Office/Public Records																																																																																																																																																																															
My research ☒ did ☐ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.																																																																																																																																																																															
Data Source(s) MLS/Pinellas County Property Appraisers Office/Public Records																																																																																																																																																																															
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).																																																																																																																																																																															
<table border="1"><thead><tr><th>ITEM</th><th>SUBJECT</th><th>COMPARABLE SALE #1</th><th>COMPARABLE SALE #2</th><th>COMPARABLE SALE #3</th></tr></thead><tbody><tr><td>Date of Prior Sale/Transfer</td><td></td><td></td><td></td><td>04/10/2017</td></tr><tr><td>Price of Prior Sale/Transfer</td><td></td><td></td><td></td><td>\$236,000</td></tr><tr><td>Data Source(s)</td><td>Pinellas Co Appr Office</td><td>Pinellas Co Appr Office</td><td>Pinellas Co Appr Office</td><td>Pinellas Co Appr Office</td></tr><tr><td>Effective Date of Data Source(s)</td><td>05/28/2018</td><td>05/28/2018</td><td>05/28/2018</td><td>05/28/2018</td></tr></tbody></table>						ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3	Date of Prior Sale/Transfer				04/10/2017	Price of Prior Sale/Transfer				\$236,000	Data Source(s)	Pinellas Co Appr Office	Pinellas Co Appr Office	Pinellas Co Appr Office	Pinellas Co Appr Office	Effective Date of Data Source(s)	05/28/2018	05/28/2018	05/28/2018	05/28/2018																																																																																																																																																	
ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3																																																																																																																																																																											
Date of Prior Sale/Transfer				04/10/2017																																																																																																																																																																											
Price of Prior Sale/Transfer				\$236,000																																																																																																																																																																											
Data Source(s)	Pinellas Co Appr Office	Pinellas Co Appr Office	Pinellas Co Appr Office	Pinellas Co Appr Office																																																																																																																																																																											
Effective Date of Data Source(s)	05/28/2018	05/28/2018	05/28/2018	05/28/2018																																																																																																																																																																											
Analysis of prior sale or transfer history of the subject property and comparable sales The subject has not sold within the past 36 months as shown above.																																																																																																																																																																															
Comp 3 has a prior WVD from person to person, increase in sales pricing attributed to recent improvements. Comp 6 has a prior WD from person to person, increase in sales pricing attributed to recent improvements. The remaining sales chosen have sold only once in the past 12 months.																																																																																																																																																																															
Summary of Sales Comparison Approach See page 7 for full details.																																																																																																																																																																															
Indicated Value by Sales Comparison Approach \$ 330,000																																																																																																																																																																															
Indicated Value by: Sales Comparison Approach \$ 330,000 Cost Approach (if developed) \$ 330,871 Income Approach (if developed) \$																																																																																																																																																																															
The indicated value by the sales comparison approach supports a value of \$330,000.00. The income approach to value was considered, but not utilized due to the lack of verifiable market rental data. See addendum page for further details on the Cost Approach development.																																																																																																																																																																															
This appraisal is made ☒ "as is", ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or ☐ subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:																																																																																																																																																																															
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is																																																																																																																																																																															
\$ 330,000, as of 05/27/2018, which is the date of inspection and the effective date of this appraisal.																																																																																																																																																																															

Uniform Residential Appraisal Report

101186903509
File # P1805037**Mold Disclosure:**

The appraiser is not a home or environmental inspector. The appraiser provides an opinion of value. The appraiser does not guarantee that the property is free of defects or environmental problems. The appraiser performs an inspection of visible and accessible areas only. Within these areas no visible mold was found. Mold may be present in areas the appraiser can not see.

Termite/Infestation Disclosure:

Although there were no apparent signs of termite damage or infestation, the appraiser is not a trained or licensed Inspector/Exterminator and is not to be held responsible for any damage that might be discovered at a later date.

Lead Paint Disclosure:

Unless otherwise specifically described and/or a client condition to be stated in this report, the presence of hazardous materials or environmental conditions, which may or may not be present on the Subject property, was not observed by the Appraiser. However, it should be noted the Appraiser has not been trained, nor is qualified to detect specific hazardous substances or conditions. The presence of adverse materials or naturally occurring substances such as mold/mildew, Asbestos, certain types of insulation, lead paint, and/or any other unseen or existing hazardous materials may affect the value of this property. This value opinion is predicated on the assumption that there is either no such material(s) on or nearby the property, or the client is aware that such hazardous materials may exist. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. Houses built prior to 1978, may in fact contain lead based paint and may require a certified contractor for removal or special containment. It is recommended the client retain an expert to fully evaluate any environmental concerns, if desired.

ADJUSTMENT VALUES DEFINED...

Adjustments for differences in physical characteristics have been made based on anticipated and/or observed market reaction to such differences using paired sales analysis, market extractions, and interviews/conversations with real estate professionals familiar with the marketing area of the subject. Freestanding appliances are considered personal property and have not been included in the final opinion of value. All other adjustments are based upon the principle of contribution.

DEFINITION OF MARKET VALUE SOURCE...

The definition of market value applied in this appraisal was from the 2008-2009 version of the Uniform Standards of Professional Appraisal Practice (USPAP), and is noted "definition of market value" USPAP AO-22, Page. 194.

"Other" percent land use is for vacant, undeveloped, conservation areas.

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) The land value was determined by the examining vacant land sales, active listing, and pending transactions, along with the extraction method and was further supported by the county assessors own opinion of land value.

ESTIMATED ☐ REPRODUCTION OR ☒ REPLACEMENT COST NEW	OPINION OF SITE VALUE	= \$	180,000
Source of cost data Marshall & Swift	DWELLING 1,679 Sq.Ft. @ \$ 121.00	= \$	203,159
Quality rating from cost service Good Effective date of cost data 06/2017	0 Sq.Ft. @ \$	= \$	
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	Porches/Patios	= \$	15,874
The cost approach was developed using the Marshall and Swift Residential cost handbook with verification through local builders/vendors. Land value was determined by the extraction method and/or land sales when available.	Garage/Carport 669 Sq.Ft. @ \$ 40.00	= \$	26,760
The cost approach is meant for lending purposes. Land values exceeding 30% of value are typical for this market area. This report is not meant for insurance purposes! Far more detail is required for an insurance assessment.	Total Estimate of Cost-New	= \$	245,793
Estimated Remaining Economic Life (HUD and VA only) 35 Years	Less Physical Functional External		
	Depreciation 102,422	= \$(	102,422
	Depreciated Cost of Improvements	= \$	143,371
	"As-is" Value of Site Improvements	= \$	7,500
	INDICATED VALUE BY COST APPROACH	= \$	330,871

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach
Summary of Income Approach (including support for market rent and GRM)

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached
Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project

Total number of phases Total number of units Total number of units sold

Total number of units rented Total number of units for sale Data source(s)

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion.

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source

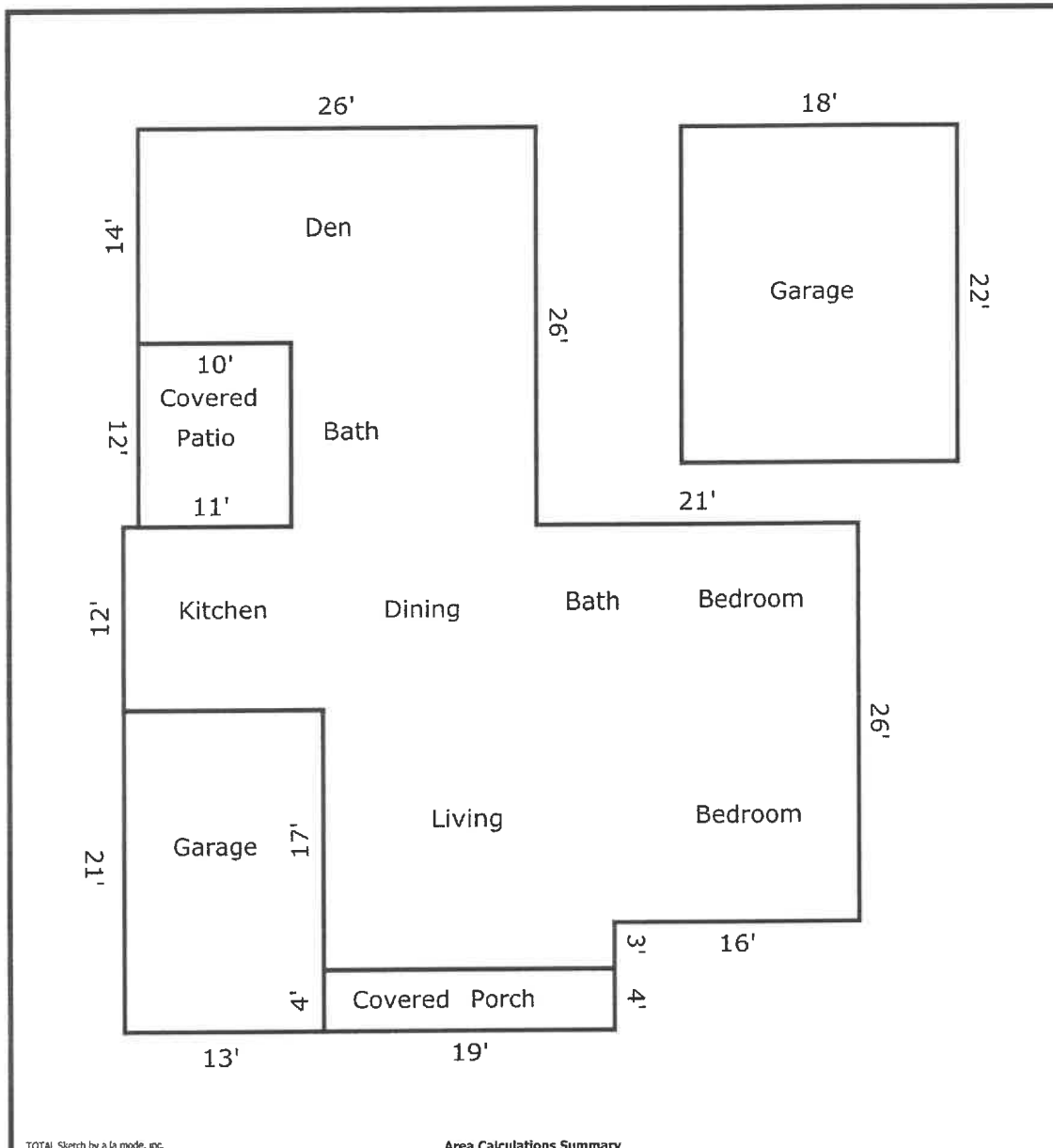
Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

Building Sketch

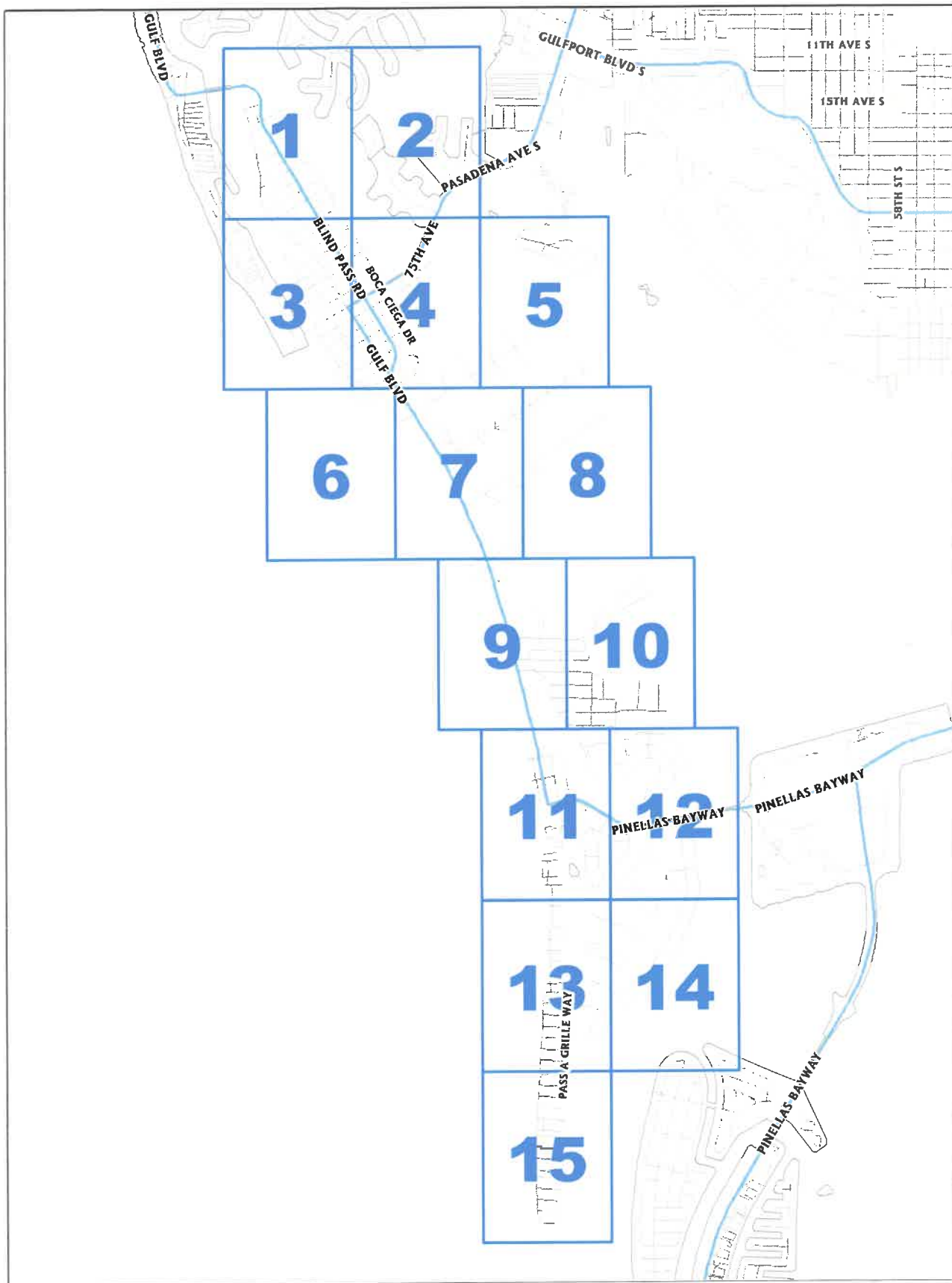
Borrower	Christine Ann Wagner				
Property Address	410 87th Ave				
City	St Pete Beach	County	Pinellas	State	FL Zip Code 33706
Lender/Client	Get A Rate LLC				



TOTAL Sketch by a la mode, inc.

Area Calculations Summary

Living Area		Calculation Details
First Floor	1679 Sq ft	$26 \times 14 = 364$ $16 \times 12 = 192$ $48 \times 12 = 576$ $35 \times 14 = 490$ $19 \times 3 = 57$
Total Living Area (Rounded):	1679 Sq ft	
Non-Living Area		
Covered Patio	120 Sq ft	$10 \times 12 = 120$
Covered Porch	76 Sq ft	$19 \times 4 = 76$
1 Car Attached	273 Sq ft	$13 \times 21 = 273$
1 Car Detached	396 Sq ft	$22 \times 18 = 396$



City of St Pete Beach Official Zoning Map Ord. 2011-34 Effective 07/10/2012

Zoning, Zoning Description

AC, Activity Center
 BHC/P, Boutique Hotel Condo/Preservation
 BR, Bayou Residential
 CC-1, Commercial Corridor Blind Pass
 CC-2, Commercial Corridor Gulf Blvd
 CC-2/RUBV, Commercial Corridor Gulf Blvd/Upham Beach Village
 CG-1, Commercial District
 CG-2, Commercial District
 CRD/EA, Community Redevelopment District/Eighth Avenue

DCR, Downtown Core Residential
 INS, Institutional
 INS/PAG, Institutional/Pass A Grille Overlay
 LR, Large Resort
 LRP, Large Resort/Preservation
 P, Preservation
 R/O/S, Recreational/Open Space
 R/O/S/P, Recreational/Open Space/Preservation
 R/O/S/PAG, Recreation/Open Space/Pass A Grille Overlay
 RFM, Resort Facilities Medium District

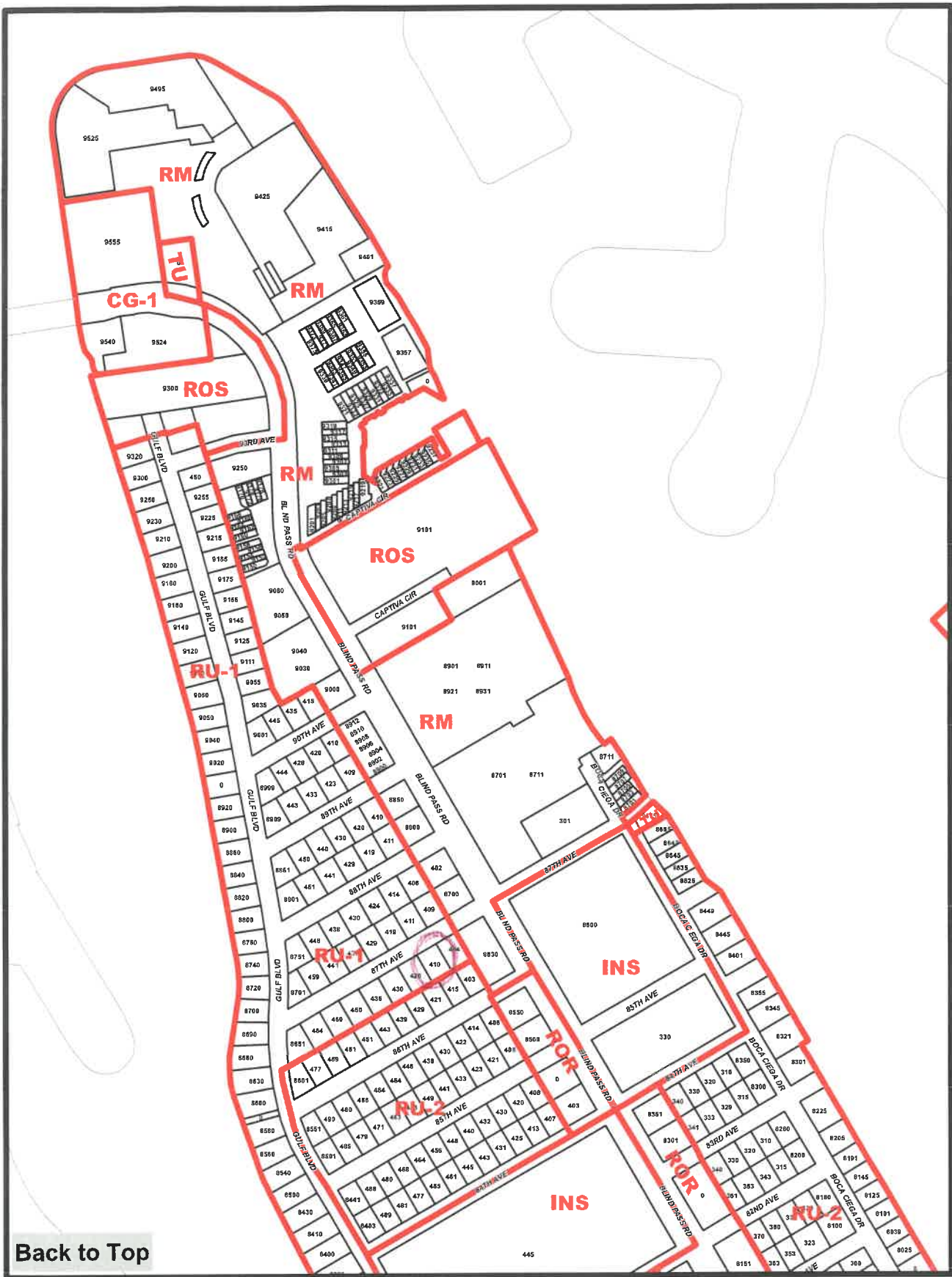
RFM, Resort Facilities Medium District
 RFM/P, Resort Facilities Medium District/Preservation
 RLM-1, Residential District
 RLM-2, Residential District
 RLM-2/PAG, Residential District/Pass A Grille Overlay
 RLM-2/RFO, Residential District / Resort Facilities Overlay
 RM, Residential District
 RMP, Residential District/Preservation
 RMPAG, Residential District/Pass A Grille Overlay
 RMPAG/P, Residential District/Pass A Grille Overlay/Preservation

ROR, Residential Office Retail District
 ROR/PAG, Residential Office Retail/Pass A Grille Overlay
 RU-1, Residential District
 RU-2, Residential District
 RU-2/PAG, Residential District/Pass A Grille Overlay
 TC-1, Town Center Core
 TC-2, Town Center Core Ck and Coquina West
 THD/RFO/PAG, Tourist Hotel District/Resort Facilities Overlay/PAG
 TU, Transportation Utilities
 UBV, Urban Beach Village

Date Saved: 7/10/2012



Map of St Pete Beach, FL, showing zoning districts. Ord. 2011-34 Effective 07/10/2012



City of St Pete Beach Official Zoning Map Ord. 2011-34 Effective 07/10/2012

Zoning, Zoning Description

AC, Activity Center
 BHCP, Boutique Hotel Condo/Preservation
 BR, Bayou Residential
 CC-1, Commercial Corridor Blind Pass
 CC-2, Commercial Corridor Gulf Blvd
 CC-2UBV, Commercial Corridor Gulf Blvd/Upham Beach Village
 CG-1, Commercial District
 CG-2, Commercial District
 CRDEA, Community Redevelopment District/Eighth Avenue

DCR, Downtown Core Residential
 INS, Institutional
 INS/PAG, Institutional/Pass A Grille Overlay
 LR, Large Resort
 LR/P, Large Resort/Preservation
 P, Preservation
 RIOS, Recreational/Open Space
 RIOS/P, Recreational/Open Space/Preservation
 RIOS/PAG, Recreational/Open Space/Pass A Grille Overlay
 RFM, Resort Facilities Medium District

RFM, Resort Facilities Medium District
 RFM/P, Resort Facilities Medium District/Preservation
 RLM-1, Residential District
 RLM-2, Residential District
 RLM-2/PAG, Residential District/Pass A Grille Overlay
 RLM-2/RFO, Residential District / Resort Facilities Overlay
 RM, Residential District
 RM/P, Residential District/Preservation
 RMPAG, Residential District/Pass A Grille Overlay
 RMPAG/P, Residential District/Pass A Grille Overlay/Preservation

ROR, Residential Office Retail District
 ROR/PAG, Residential/Office/Retail/Pass A Grille Overlay
 RU-1, Residential District
 RU-2, Residential District
 RU-2/PAG, Residential District/Pass A Grille Overlay
 TC-1, Town Center Corey
 TC-2, Town Center Corey Cir and Coquina West
 THD/RFPAG, Tourist Hotel District/Resort Facilities Overlay/PAG
 TU, Transportation Utilities
 UBV, Urban Beach Village



**HISTORIC PRESERVATION BOARD MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Local Historic Designation Case No. 25028: 103 18th Avenue

Action Request: Motion to approve Case Number 25028 for the local historic designation of the four-unit condominium building at 103 18th Avenue.

Strategic Objective:

Date: April 3, 2025

Prepared By: Gilbert Martinez, Senior Planner

Through: Laura Canary, Community Development Director

Summary of Issue: The subject structure was built in 1951 using the American Plans Service, a planning standard for structures typical in the post-War boom. It was converted to condominiums in 2009.

Funding: N/A

Attachments:

1. Staff Report
2. Application & Supporting Documents



**PLANNING DIVISION
STAFF FINDINGS REPORT
TO THE
HISTORIC PRESERVATION BOARD**

Local Historic Designation Case No. 25028: BISHOP, CHARLES C KADEL, CAROLYN J; KADEL, CAROLYN J KADEL, KENNETH F; WOODRUFF, E JANICE RICE, WILLIAM

Prepared By: Gil Martinez, Senior Planner, Planning Division

REQUEST	The property owners are requesting Local Historic Designation of the four-family structure at 103 18 Avenue.
SUBJECT PROPERTY	103 18th Ave., PAG SHORES CONDO COMMON AREA; Parcel 18-32-16-65295-000-0001
LAND USE / ZONING	RLM-2 RESIDENTIAL DISTRICT / PAG PASS-A-GRILLE OVERLAY DISTRICT (RLM-2 PAG)
YEAR BUILT	Circa 1952
HISTORIC STATUS	The property at 103 18 th Ave., built in 1951, a four-unit condominium. In 2015, the structure was recognized for its contribution to the character of the Don Cesar Place Neighborhood. (PI2565).
SURROUNDING AREA	North – Single-Family Residential South – Single-Family Residential & A Duplex East – Condominium West – Condominium

BACKGROUND and ANALYSIS

Constructed in 1950, the four-unit condominium building at 103 18th Avenue, St. Pete Beach, Florida, is a significant example of post-WWII Art Moderne architecture. The building features a distinctive overhanging roof above the front door, typical of the modernist style, and a simple, functional stucco masonry structure.

Designed using the American Plan Service's "Plans for Hotels, Apartments, and Tourist Courts," the building was intended for efficiency, with corner bedrooms and good ventilation in each unit. The layout has remained largely unchanged, though updates include hurricane-resistant vinyl casement windows, a new fiberglass front door, and a color shift from green to cream/yellow. These updates have preserved its historical character while improving its resilience.

The building's historical significance ties to the post-WWII boom in Pinellas County, when the population grew by 135% from 1950 to 1960. In 1952, the property was purchased by a group of

HPB Hearing – April 3, 2025

families who formed a land trust, which lasted until 2009 when the building was converted into condominiums. It is listed as a contributing structure in the 2015 Pass-a-Grille Historic Sites Survey. Well-maintained, the building remains in excellent condition with recent updates including a new roof, remodeled kitchens and bathrooms, and a fresh coat of paint in 2021. A 2024 appraisal suggests its effective age is much younger than its 75 years, with 80% of its economic life remaining. Following Hurricane Helene in 2024, which caused flooding in the first-floor units for the first time, repairs are underway to prevent future storm damage. Through thoughtful preservation and modernization, it remains a key part of St. Pete Beach's architectural heritage, blending mid-century design with contemporary needs. (PI2565)

Sec. 28.20. - Designation report.

Prior to the designation of any historic resource, structure or historic area district or district extension pursuant to this division, a designation report shall be prepared by city staff. The designation report shall contain the following information:

(1) Individual historic buildings or archaeological sites:

a. A physical description of the building or site and its character-defining features accompanied by photographs.

The 1950 building at 103 18th Avenue, St. Pete Beach, is a prime example of post-WWII Art Moderne architecture. Its streamlined design features a distinctive overhanging roof and a functional stucco masonry structure. The building was designed for efficiency, with corner bedrooms and good ventilation. The layout remains largely unchanged, with updates including hurricane-resistant windows, a fiberglass front door, and a color shift from green to cream/yellow, preserving its historic character while improving durability.

Photographs highlight the building's clean lines, Art Moderne details, and the balance between original features and modern updates.

b. A statement of the historical, cultural, architectural, archaeological or other significance of the building or site as defined by the criteria for designation established by this division.

The building at 103 18th Avenue, St. Pete Beach, Florida, is a significant example of post-WWII Art Moderne architecture. Built in 1950, it reflects the streamlined, functional design that emerged during the mid-20th century. The structure is notable for its distinctive overhanging roof, a hallmark of the Art Moderne style, and its practical, stucco masonry construction. Its historical significance is rooted in the rapid development of Pinellas County during the post-WWII period, which saw a 135% population growth from 1950 to 1960. The building was part of this boom, purchased in 1952 by a group of families who formed a land trust to manage the property. This trust remained in place until 2009, when the building was converted into condominiums. It is listed as a contributing structure in the 2015 Pass-a-Grille Historic Sites Survey.

The building has been well-preserved and remains in excellent condition, with updates like hurricane-resistant windows and a new fiberglass front door. These updates have allowed the building to retain its original character while improving resilience. The building continues to be a vital part of St. Pete Beach's architectural heritage, blending its mid-century design with modern needs.

c. A description of the existing condition of the building or site including any potential threats or other circumstances that may affect the integrity of the building or site.

The building at 103 18th Avenue, St. Pete Beach, Florida, is in excellent condition due to ongoing preservation and modernization efforts. Built in 1950, it is a notable example of post-WWII Art Moderne architecture, characterized by its distinctive overhanging roof and practical stucco masonry construction. Recent improvements, including a new roof, remodeled kitchens and bathrooms, and fresh paint in 2021, have enhanced its durability while maintaining its historical charm.

However, the property experienced flooding in the first-floor units following Hurricane Helene in 2024, marking the first such event. While the exterior remained unaffected, repairs are currently underway to address potential future storm damage. Though the building is in strong condition, its coastal location and susceptibility to storms present ongoing challenges. These issues, if not addressed with appropriate mitigation measures, could impact the building's long-term integrity. Despite these challenges, the building remains a vital part of St. Pete Beach's architectural heritage, with its careful maintenance preserving both its historic value and modern functionality.

d. A statement of rehabilitation or adaptive use proposals, if applicable.

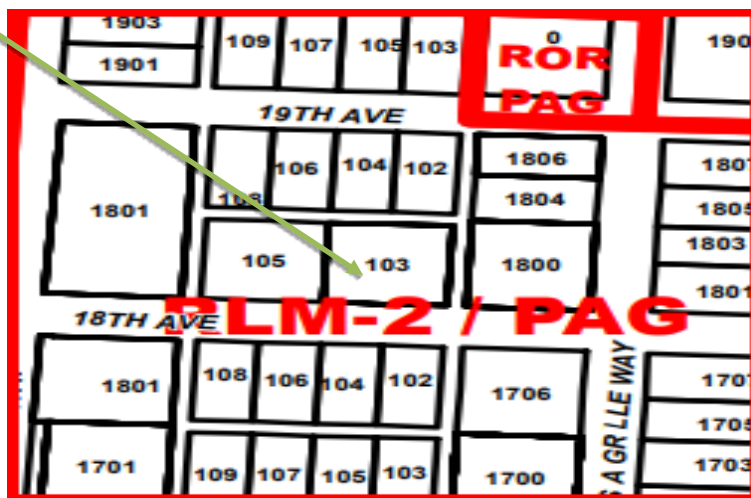
As expressed in the application for Local Historic Designation the applicants have no plans for significant modification, rehabilitation or any other adaptive reuse.

e. A location map, showing relevant zoning and land use information.

103 18th Ave. is zoned and has a land use designation of RLM-2 Residential District /PAG PASS-A-GRILLE OVERLAY DISTRICT (RLM-2 PAG)

Subject
Property

ZONING MAP



f. A recommendation concerning the eligibility of the building or site for designation pursuant to this division and a listing of those features of the building or site which require specific historic preservation treatments.

Staff recommends the Condominium Building at 103 18th Ave., for designation as a local historic resource based on contributing architectural features as well as living history.

g. A photographic record of the property. Such a record should include a comprehensive photographic representation of the interior and/or exterior appearance of all structures associated with the designation request.

The photographic record is included within the body of the report. Additionally, the PowerPoint presentation by staff will provide a photo essay of this historic resource and will be part of the record.

Sec. 28.22 – Designation criteria established.

The criteria to be applied by the historic preservation board and city commission in the designation of a building, district area or site as historically or archaeologically significant shall be as follows:

(1) Historic buildings. A building is of historic significance if it possesses integrity of location, design, setting and materials, and if it:

- a. Exemplifies or reflects the broad cultural, political, economic or social history of the city, the county, the state or the United States; or
- b. Is associated with events which have made a significant contribution to the broad patterns of our local, state or national history; or
- c. Is associated with the life of a person who has played a significant role in our local, state or national history; or
- d. Embodies the distinctive visible characteristics of an architectural style or period, or a method of construction; or
- e. Is a reconstructed building accurately executed in a suitable environment and presented in a dignified manner as part of a restoration master plan, and when no other building or association has survived; and
- f. Is listed on the National Register of Historic Places or is eligible for inclusion on the National Register of Historic Places, or is included on the state master site file, individually or as contributing to a listed historic district.

Staff analysis: Staff supports this application to locally designate the structure at 103 18th Ave as a local historic resource. Staff finds that the building is significant in the following areas:

- Embodies the distinctive visible characteristics of an architectural style or period.
- Exemplifies or reflects the broad cultural, political, economic, or social history of the city, the county, the state or the United States; or

Staff recommendation: Staff recommends **APPROVAL** of the Local Historic Designation of the four-unit residence at 103 18th Avenue.

AERIAL PHOTO

**Subject
Property**



Source: PCPA

Google Maps 2008



GOOGLE STREETS 2014



Current Google Maps





Application for Local Historic Designation

GENERAL INFORMATION

Case Number 25028

Agent or Representative Name & Address

Carolyn Kadel

Pass-a-Grille Shores Condominium

103 18th Ave
St Pete Beach FL 33706

816-305-1794

Phone

Phone

Email Address ckadel4@me.com

Email Address

Property Address, Legal Description, Parcel ID

103 18th Ave, St Pete Beach, FL 33706

Lot 43 and 62, Block G Phillips Division of Pass-a-Grille (Platbook 4, p.26)

Parcel 18-32-16-65295-000-0001

Historic Name of Property (if applicable):

Florida Master Site File Number (if applicable):

Florida Master Site File Recorder:

(Name and Title, if applicable):

I (the undersigned) am the legal owner/legal representative of **Pass-a-Grille Shores** located at **103 18th Ave** and hereby consent to have this property designated as an historic property, should the Historic Preservation Board determine it qualifies for Local Historic Designation.

Owner Signature:

Carolyn Kadel

Date:

02/08/2025

TYPE OF REQUEST

- X--- Individual historic building
- _____ Individual archaeological site
- _____ Historic or archaeological district
- _____ Thematic grouping (not typically tied through same/similar associations but not tied through geographic boundaries) (Example: All works of the same architect, or all are early tourist related accommodations)

BOUNDARY DESCRIPTION AND SIZE OF PROPERTY

Describe boundary line encompassing all man-made and natural resources to be included in designation (general legal description or survey). Attach map delimiting the proposed boundary. (Use continuation sheet if necessary). Include acreage or land square footage of the subject property.

Lot size is 10,000 square feet

Living area 830 square feet per condo not including common areas (hallways, basement, and screened porches.)

The property borders 18th Ave on the front, alleys on the east and north sides of the property and the Camelot by the Sea property on the west. It is built on the north side of 18th Ave between the Kel-Bren condominiums on the east and the Camelot on the west.

FUNCTION OR USE

Historic Functions

4 residential apartments

4 residential units in land trust

Current Functions

4 residential condominiums

DESCRIPTION

Architectural Classification

Masonry Vernacular with some aspects of Art Moderne

Materials

Frame with stucco masonry overlay

Composite Shingle Roof

STATEMENT OF SIGNIFICANCE

Designation Criteria Established (mark one or more boxes for the appropriate criteria)

The criteria to be applied by the historic preservation board and city commission in the designation of a building, district area or site as historically or archaeologically significant shall be as follows;

(1) **Historic buildings.** A building is of historic significance if it possesses integrity of location, design, setting and materials, and if it:

X Exemplifies or reflects the broad cultural, political, economic or social history of the city, the county, the state or the United States; or

☐ Is associated with events which have made a significant contribution to the broad patterns of our local state, or national history; or

☐ Is associated with the life of a person who has played a significant role in our local, state, or national history; or

☐ Is a reconstructed building accurately executed in a suitable environment and presented in a dignified manner as part of a restoration Is master plan, and when no other building or association has survived; and

☐ Is listed on the National Register of Historic Places or is eligible for inclusion on the National Register of Historic Places, or is included on the state master site file, individually or as contributing to a listed historic district.

(2) **Historic districts.** A district is of historic significance if it:

☐ Represents a significant entity whose components may lack individual distinction; or

☐ Represents a geographically defined area which contains buildings, sites, objects and spaces linked historically through location, design, setting, materials, workmanship, feeling and association; or

☐ Represents a geographically defined entity whose individual structural components collectively convey a sense of time and place which may relate to one or more periods in history.

(3) **Archaeological sites and districts.** A site or district is of archaeological significance if it:

☐ Has yielded or is likely to yield significant information relating to prehistory or history; or

☐ Contains any subsurface remains of historical or archaeological importance or any unusual ground formations of archaeological significance.

Areas of Significance (please describe the following):

1. Period of Significance

The structure was built in 1950 during a surge in post-war tourism and "snow-bird" rentals and purchases. The population of Pinellas County grew 135% from 1950-1960 and many tourists and part-time residents adopted Florida as their new or second home. The "Sunshine State" grew in popularity for both business and recreation. Away from busy highways and new retail outlets, the serene community of Pass-a-Grille, Florida beckoned those who were fortunate to know it.

2. Significant Dates (date constructed and altered, if applicable)

The building was constructed in 1950 as a four-apartment complex. The only structural addition has been the addition of a second-floor screened porch in 2015 in the rear of the building. This upstairs porch is on the same footprint as the original first-floor porch. The building was originally used as a rental for tourists. Family lore has it that the four couples who rented the apartments enjoyed Pass-a-Grille and each other and decided to purchase the building together. Joseph and Myra Marsh sold the building to them in 1952, and it was placed in a land trust through Union Trust for the four couples. It was converted from the land trust to a condominium in 2009 and is currently owned by descendants of two of the original four owners. The exterior of the building has been basically unchanged since its completion and has been a steady anchor on 18th Ave since 1950.

3. Significant Persons

Perhaps the most famous local personality was Charlotte Sayles, known locally as the "cat lady." Each day Ms. Sayles would walk to the lot across the street to feed the local feral cats. At one point, it is estimated that she cared for 40 felines.

4. Cultural Affiliation/Historic Period

According to the *Pass-a-Grille Historic Sites Survey of 2015: Pass-a-Grille, Pinellas County and the Gulf Coast*, "beach communities grew rapidly, spurred on by pent-up demand for housing and the return of veterans who had trained in Florida and wished to vacation and even live in Florida again." The county's population increased by 135% between 1950 and 1960 (Shivers and Cook,

1989:8.12). The 1950's saw a tremendous growth in residential development and apartments by the Gulf were in great demand. People were on the move in 1950's and came to the Sunshine State in droves during this decade.

5. Architect

According to Ralph O Lickton, long term Pass-a-Grille resident and residential designer, the building was designed by American Plan Service, a company from Miami that provided blueprints and specifications for building construction. The model for 103 18th Ave is "The MARCO" and can be seen in *Plans for Hotels, Apartments and Tourist Courts*, 1949. (attached)

6. Builder

Unknown

Narrative Description

1. Please describe the physical description of the building or site and its character defining features, accompanied by photographs.
2. Please provide a statement of the historical, cultural, architectural, archaeological or other significance of the building or site as defined by the criteria for designation established by the Land Development Code, Section 28-20.
3. Please provide a description of the existing condition of the building or site including any potential threats of other circumstances that may affect the integrity of the building or site.
4. Provide a statement of rehabilitation or adaptive use proposals, if applicable.
5. Provide a location map, showing relevant zoning and land use information.

Narrative Description

1. **Please describe the physical description of the building or site and its character defining features, accompanied by photographs.** The building is a four-unit stucco masonry building typical of those built in the 1950's in southern Florida. The basic footprint and structure are the same as they were when the building was constructed in 1950. Only the windows (from six single pane aluminum casements to hurricane resistant double pane vinyl casements), the building color (green to cream/yellow), and the front door (now hurricane grade mid-century style) have been modified. The building looks very much as it did when built. The building has a touch of the Art Moderne style with an overhang above the front door. The complex sits in the middle of 18th Ave between the Camelot time-share to the west and a similar condominium building, the Kel-Bren, to the east. There are residential properties to the north and south. Alleys border the property on the east and north sides. We believe that the building design came from an American Plan Service "*Plans for Hotels, Apartments, and Tourist Courts*," blueprints, published in 1949. Plan 412.A, The MARCO, is pictured and described in the attached documents. Part of the description states that "This four-unit apartment might be called the old reliable because it has been built so many times and proven itself. Each bedroom is a corner bedroom. Through ventilation is provide by having the living room open into the dining room." In the rear of the building, a second story screened porch was added in 2015 above the original first-floor porch using the original footprint. The property includes a large backyard shaded by palm trees.
2. **Please provide a statement of the historical, cultural, architectural, archeological or other significance of the building or site as defined by the criteria for designation established by the Land Development Code Section 28-20.** Florida was the spot to be in the 1950's and Pass-a-Grille had tremendous appeal. "The postwar land boom generated unprecedented wealth and development in Pinellas County---Retirees flocked to new communities...." (Historic Pinellas County: A Cultural History, p.38). Between 1950 and 1960, the population of Pinellas County increased 135% (Pinellas County History, 7-6). Cars, new highways, a strong economy and a construction boom, brought

new “snowbirds” from the northeast and Midwest. Among them were Charlotte and Sheldon Sayles, Florence and John Kimball, and J. Charles and Viola Nice who stayed in the rented apartments at 103 18th Ave. In 1952, these couples decided to purchase the building together from Joseph and Myra Marsh. They established a land trust through Union Trust that existed until 10/08/2009, when family members who still own the building, changed it to a condominium. Seen sitting directly east of the Cameo Apartments in the attached 1959 postcard and an earlier photograph, the residents enjoyed the “season” every year. Each unit in the building had the exact same footprint and was furnished with Heywood Wakefield furniture. Some of that “HeyWake” can still be found in each of the units today.

The building is pictured in the Pass-a-Grille Historic Sites Survey 2015 (photo on 3-3) and listed as a “contributing” structure in the appendix table 1.

3. **Please provide a description of the existing condition of the building or site including any potential threats of other circumstances that may affect the integrity of the building or site.** The structure of the building is in excellent condition and has been maintained well during the last 75 years. As previously stated, the building has new windows, a new fiberglass front door, and a new roof. Kitchens and bathrooms have been remodeled, and the building was painted in 2021. A 2024 appraisal stated that the building is “rated as having an effective age far below actual---with an estimated 80% remaining economic life.” The building is in Evacuation Zone A and the recent Hurricane Helene resulted in flooding in the first-floor units for the first time in the building’s history and they are currently awaiting repair. These repairs to AC equipment, wiring, water heaters, etc. will be made in such a way as to reduce the future impact of storms. There was no damage to the exterior of the building and no changes will be made there. Loss of landscaping from the storm is being addressed through a plan with a local nursey. We anticipate all restorations to be completed within this calendar year.
4. **Provide a statement of rehabilitation or adaptive use proposals, if applicable.** NA
5. **Provide a location map, showing relevant zoning and land use information.**

Major Bibliographic References

Please cite the books, articles, and other sources used in preparing this form below or on one or more continuation sheets.

American Plan Service, *Plans for Hotels, Apartments, and Tourist Courts*, Miami, 1949

Hurley, Frank T Jr, *Surf, Sand and Postcard Sunsets: A History of Pass-a-Grille and the Gulf Beaches*, 1989

Pass-a-Grille Historic Sites Survey, 2015

Pass-a-Grille Vignettes: Times Past, Tales Remembered, Friends of Gulf Beaches History Museum, 1999

Pinellas County Historic Background, 3rd Edition, December 2008

Schnur, J.A. *Historic Pinellas County: A Centennial History*, 2012, Pinellas County Historic Society and Heritage Village pp 35-38.

Date: February 8, 2025
To: St Pete Beach Historic BOARD
From: Owners of PAG Shores, 103 18th Ave, St Pete Beach, FL 33706
Re: Local Historic Designation

We have attached our application for Local Historic Designation and hope that it can be considered as soon as possible. Three owners currently are out of town but have sent their consent forms via the mail. I will deliver them this week to your office.

Thank you for your consideration.


Carolyn J Kadel

Optional Noticing Waiver for Local Historic Designation
Community Development Department
City of St. Pete Beach, Florida

103 18th Avenue - Unit A
(print address)

As of the owner of the property listed above, I have chosen to [☐ waive] [☐ not waive] the 30-day certified noticing requirement of Land Development Code Section 28.19 pertaining to local historic designation of the structure, structures, and/or site as requested through the accompanying local historic designation application. I understand that waiver is not required to process and will have no effect on the review of my application, but may affect the scheduling of the public hearing for my application once it is deemed complete.

By signing below, I understand that receipt of any preservation incentive received as a result of voluntary designation of my property or structure as a historic resource, other than tax incentives, will require it to remain on the historic registry for the life of the structure. Should the property or structure not receive any preservation incentives, the designation may be terminated no sooner than 12 months following initial designation, provided that 30 days written notice is provided.

Carolyn Kadel
Signature of Owner

Charles C Bishop
Signature of Owner

CAROLYN J. KADEL
Print Name of Owner

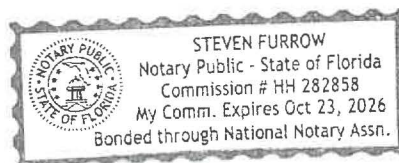
CHARLES C BISHOP
Print Name of Owner

The forgoing instrument was acknowledged before me this 8 day of February 2025 by Carolyn Kadel & Charles Bishop who is ☐ personally known to me or produced Drivers License as identification.

Steven Furrow
(Notary Signature)

2/8/25
(Date)

My Commission Expires 10/23/26



Optional Noticing Waiver for Local Historic Designation
Community Development Department
City of St. Pete Beach, Florida

103 18th Avenue

Unit B

(print address)

As of the owner of the property listed above, I have chosen to ☐ waive ☒ not waive] the 30-day certified noticing requirement of Land Development Code Section 28.19 pertaining to local historic designation of the structure, structures, and/or site as requested through the accompanying local historic designation application. I understand that waiver is not required to process and will have no effect on the review of my application, but may affect the scheduling of the public hearing for my application once it is deemed complete.

By signing below, I understand that receipt of any preservation incentive received as a result of voluntary designation of my property or structure as a historic resource, other than tax incentives, will require it to remain on the historic registry for the life of the structure. Should the property or structure not receive any preservation incentives, the designation may be terminated no sooner than 12 months following initial designation, provided that 30 days written notice is provided.

Carolyn Kadel
Signature of Owner

Gregory Kadel
Signature of Owner

Carolyn J. KADEL
Print Name of Owner

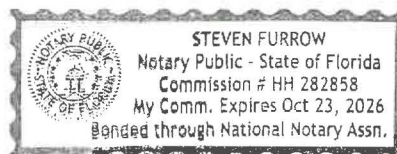
Gregory H. Kadel
Print Name of Owner

The forgoing instrument was acknowledged before me this 8 day of Feb 2025 by Carolyn Kadel & Gregory Kadel who is ☐ personally known to me or produced Drivers License as identification.

Steven Furrow
(Notary Signature)

2/8/25
(Date)

My Commission Expires 10/23/26



Optional Noticing Waiver for Local Historic Designation
Community Development Department
City of St. Pete Beach, Florida

103 18TH AVE. ST. PETE BEACH, FL. UNIT C + D

(print address)

As of the owner of the property listed above, I have chosen to ☐ waive ☐ not waive the 30-day certified noticing requirement of Land Development Code Section 28.19 pertaining to local historic designation of the structure, structures, and/or site as requested through the accompanying local historic designation application. I understand that waiver is not required to process and will have no effect on the review of my application, but may affect the scheduling of the public hearing for my application once it is deemed complete.

By signing below, I understand that receipt of any preservation incentive received as a result of voluntary designation of my property or structure as a historic resource, other than tax incentives, will require it to remain on the historic registry for the life of the structure. Should the property or structure not receive any preservation incentives, the designation may be terminated no sooner than 12 months following initial designation, provided that 30 days written notice is provided.

E. Janice Woodruff
Signature of Owner

W. T. Rice
Signature of Owner

E. JANICE WOODRUFF
Print Name of Owner

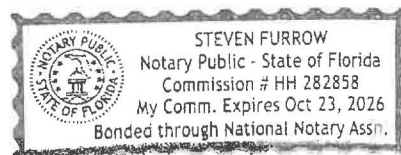
William T. Rice
Print Name of Owner

The forgoing instrument was acknowledged before me this 8 day of February 2025 by E. Janice Woodruff & William T. Rice who is ☐ personally known to me or produced Drivers License as identification.

Steven Furrow
(Notary Signature)

10/2/8/25
(Date)

My Commission Expires 10/23/25





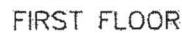
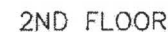
GEORGE CHASE 2020

Page 55 of 208

CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA



- [illegible]



- SURVEYOR'S NOTES:**

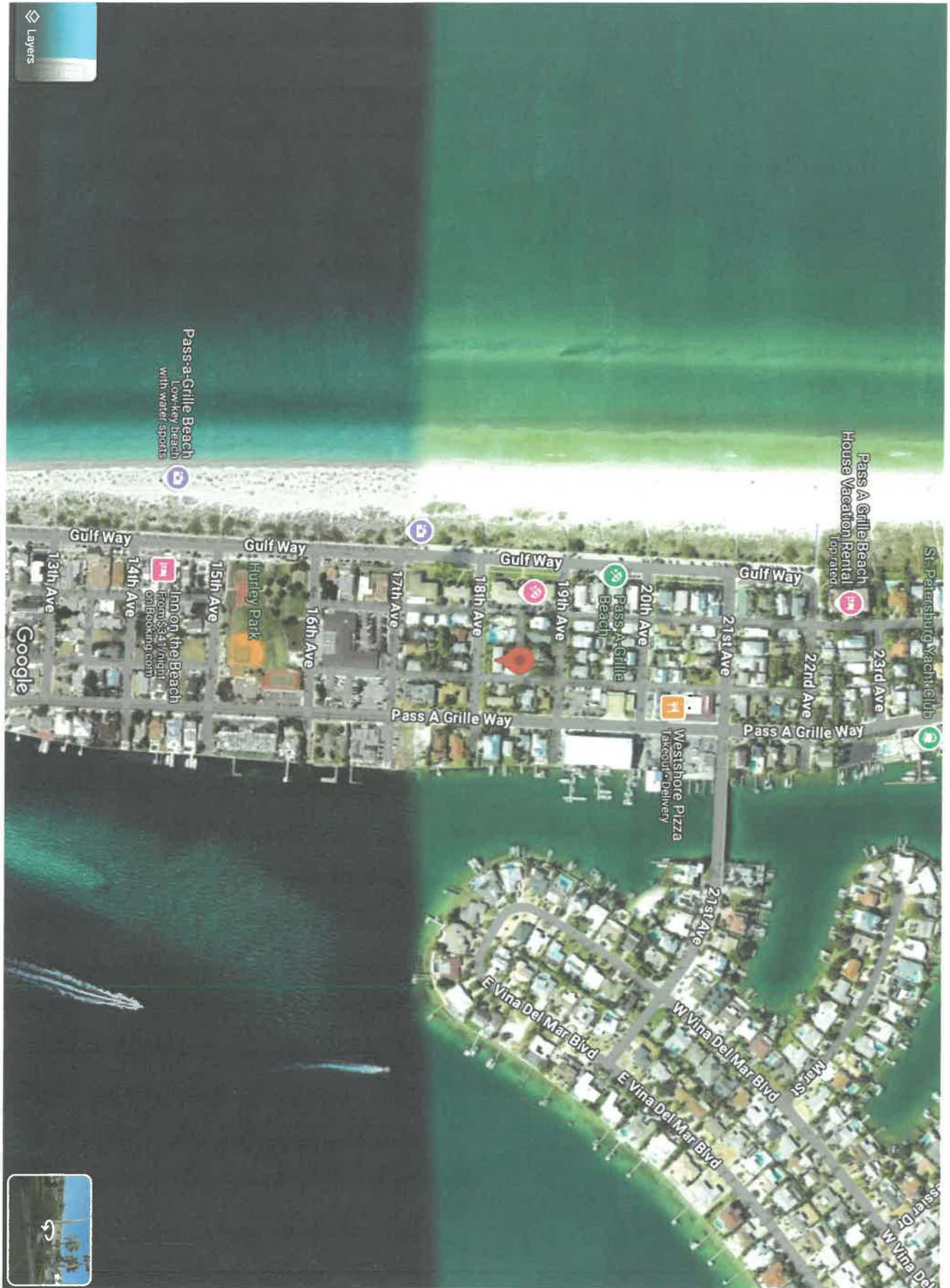
1. Limited common elements include but are not limited to:
 - a. assigned parking
2. Common elements include but are not limited to: the land, walkways, exterior walls, stairs and storage areas
3. Condominium unit boundaries: each condominium unit shall include that part of building within which it is located with the boundaries thereof being as set forth herein:
 - A.) The upper boundary shall be the plane of the lower surfaces of the ceilings of each unit; the entire thickness of drywall installed within units shall be deemed inside the boundaries.
 - B.) The lower boundary of all units shall be the unfinished surface of the floor.
 - C.) The upper and lower boundaries of the unit shall be extended to an intersection with the peripheral boundaries.
 - D.) The peripheral boundaries of the unit shall be the unfinished inner surfaces of the perimeter walls of the unit. The entire thickness of glass walls and windows within a unit shall be deemed interior to the boundaries.
4. Elevation based on North American Vertical Datum of 1988.

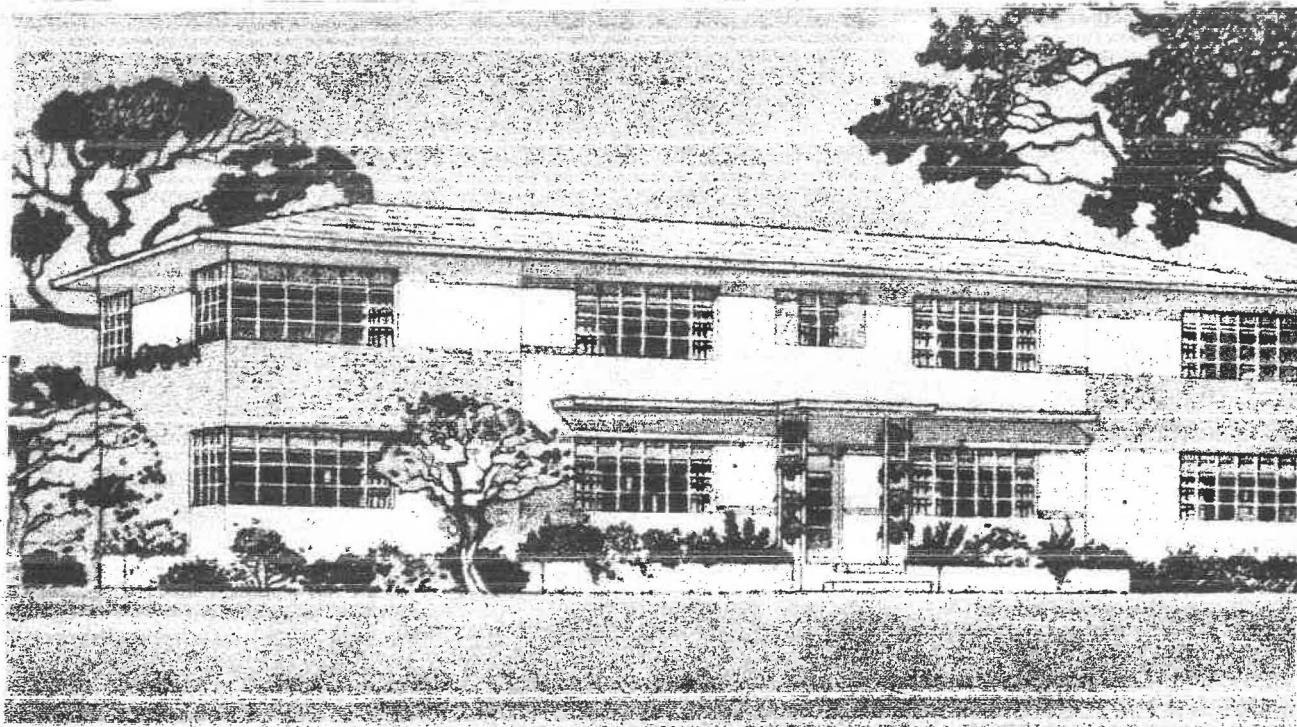
4. Elevations based on North American Vertical Datum of 1988.

DEUEL & ASSOCIATES
CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

4622 EAST BAY DRIVE, SUITE 211
CLEARWATER, FL 33764
PH 727.822.1151 FAX 727.821.7298
WWW.DEELEDGE.COM
CERTIFICATE OF AUTHORIZATION NUMBER 28220
LICENSED BUSINESS NUMBER 107

SHEET 2 OF 2





The MARCO

Plan No. 412-A

This four-unit apartment might be called the old reliable because it has been built so many times and proven itself.

This plan shows improvements made by time and experience.

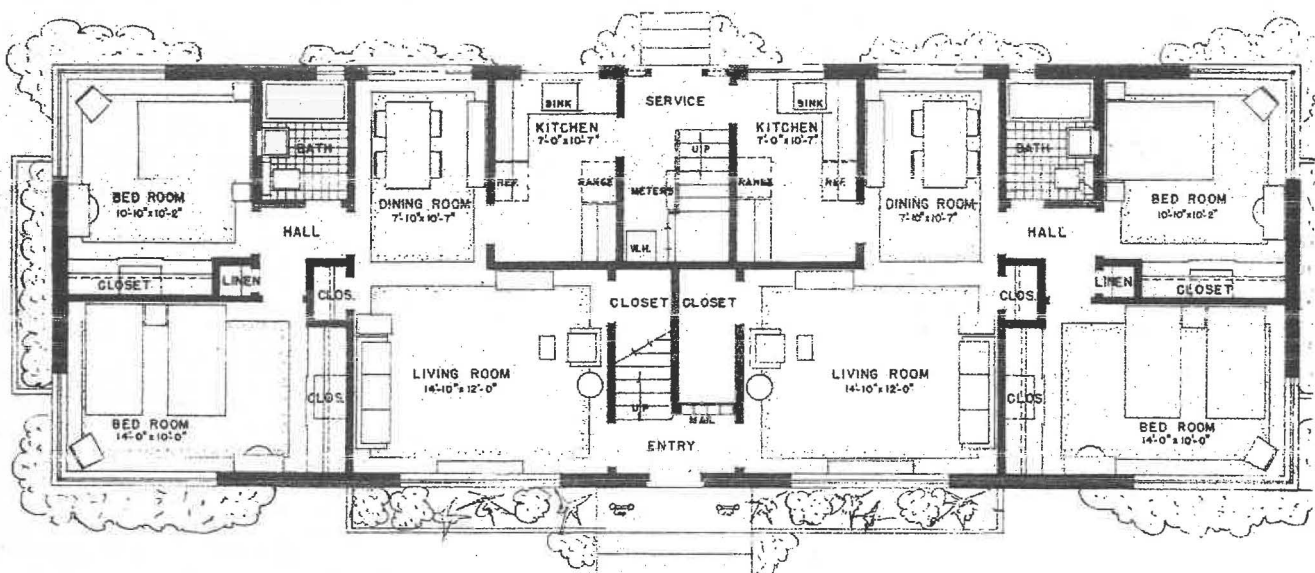
Each bedroom is a corner bedroom. Through ventilation is provided by having the living room open into the dining room.

Each apartment is the same as a five-room cottage—and free of all noise.

BLUE PRINTS and SPECIFICATIONS

Original.....\$20.00

Duplicates..... 7.50



SQ. FT.		CU. FT.
1793	FIRST FLOOR	21247
1793	SECOND FLOOR	18468
3586	TOTAL	39715

SCALE
0 5 10 15 20

SIZE 72'8" X 24'8"

DEED 1364 PAGE 207

This Indenture

Made this 31st day of March A. D. 1952

Between JOSEPH E. MARSH and MYRA A. MARSH, his wife,

of the County of Pinellas and State of Florida
parties of the first part, and UNION TRUST COMPANY, TRUSTEE,
St. Petersburg, Florida
a corporation existing under the laws of the State of Florida
having its principal place of business in the County of Pinellas and
State of Florida party of the second part,

Witnesseth, that the said parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations, ~~holders~~ to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed and by these presents do grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm unto the said party of the second part and its successors and assigns forever, all that certain parcel of land lying and being in the County of Pinellas and State of Florida, more particularly described as follows:

Lots 43 and 62, Block G, PHILLIPS DIVISION OF PASS-A-GRILLE CITY, according to plat thereof recorded in Plat Book 4, page 26, public records of Pinellas County, Florida, together with all the buildings located thereon and the furniture, fixtures and equipment located within the hallways therein.

This conveyance is made subject to restrictions of record.



Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining:

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

And the said parties of the first part do covenant with the said party of the second part that they are lawfully seized of the said premises, that they are free of all incumbrance, and that they have good right and lawful authority to sell the same; and that said parties of the first part doth hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, except taxes for the year 1952 and subsequent.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year above written.

Signed, Sealed and Delivered in Our Presence:

Lois L. Hittner
Lois L. Hittner

Joseph E. Marsh
Myra A. Marsh

State of Florida,

County of Pinellas

I HEREBY CERTIFY, That on this 3rd day of March
A. D. 1952, before me personally appeared JOSEPH E. MARSH and MYRA A. MARSH,
his Wife,

to me known to be the person sdescribed in and who executed the foregoing
conveyance to UNION TRUST COMPANY, TRUSTEE,

and severally acknowledged
the execution thereof to be their free act and deed for the uses and purposes
therein mentioned; and the said

the wife of the said
on a separate
and private examination taken and made by and before me, and separately and
apart from her said husband, did acknowledge that she made herself a party to the
said Deed of Conveyance for the purpose of renouncing, relinquishing and con-
veying all her right, title and interest, whether of dower or of separate property,
statutory or equitable, in and to the lands therein described, and that she executed
said deed freely and voluntarily, and without any constraint, fear, apprehension
or compulsion of or from her said husband.

WITNESS my signature and official seal at St. Petersburg,
in the County of Pinellas and State of Florida, the day and
year last aforesaid.

My Commission Expires Sept 19, 1953 *Lothe L. Hittner*
Notary Public

On this 9th day of MAR 7 1952
A. D. 19, at 9 o'clock A.M., this
instrument was filed for record, and
being duly acknowledged and proven,
I have recorded the same on pages
of Book in the
public records of said County.
In Witness Whereof, I have here-
unto set my hand and affixed the
seal of the Circuit Court of the
County of Pinellas, Florida, and for said County.
MORRISON PEARCE, Clerk.
By Morrison Pearce, D. C.

RECORD VERIFIED

STATE OF FLORIDA,
County of Pinellas

Phillips Division of Pass-a-
Grille City.

ABSTRACT OF DESCRIPTION

Date March 3, 1952

Lots 43 and 62, Block C,

UNION TRUST COMPANY, TRUSTEE

JOSEPH E. MARSH and
MYRA A. MARSH, his wife,
TO

TO CORPORATION

12890A
Morrison Pearce



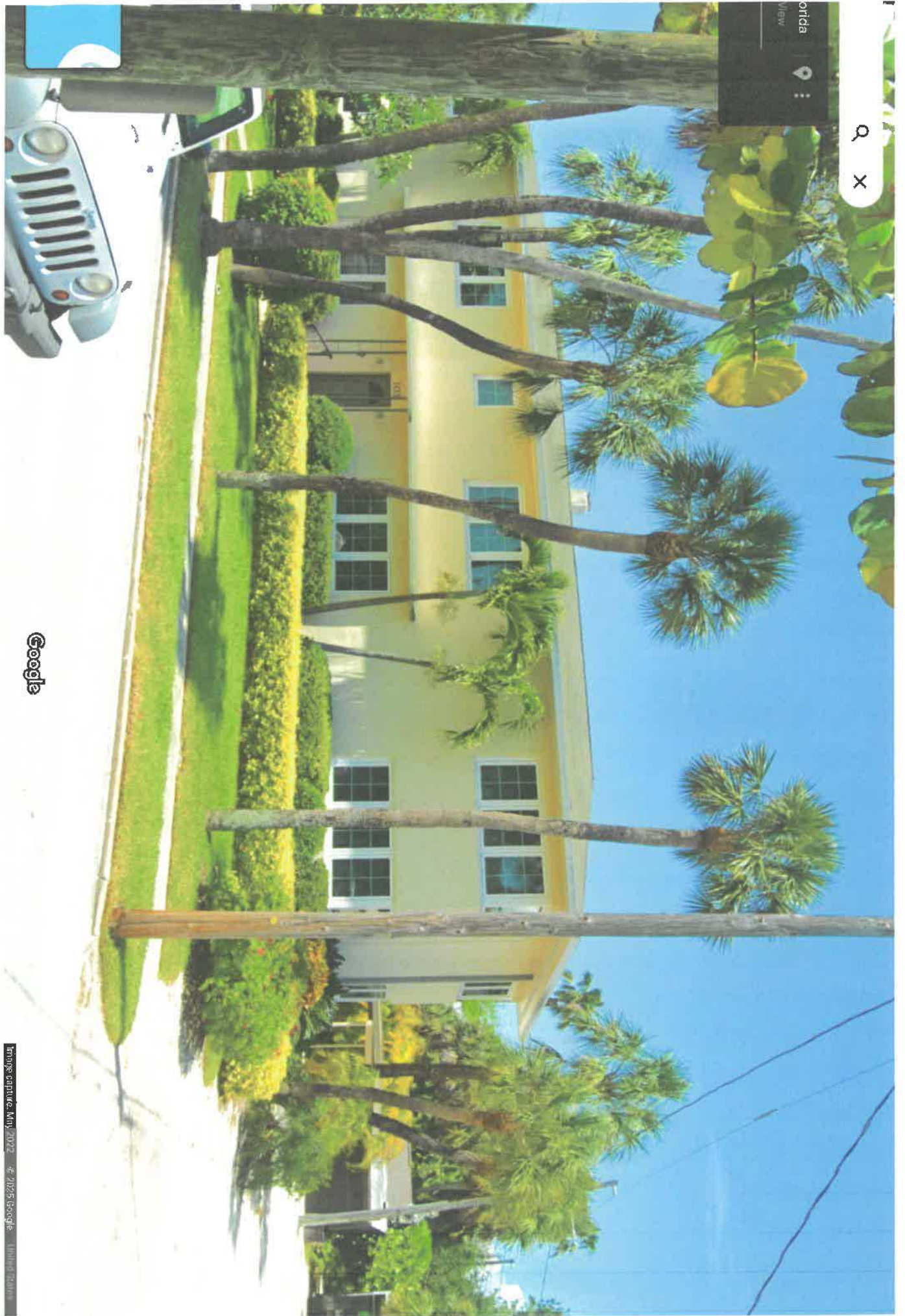
VIEW FROM Cameo Apts



1959







ବେଙ୍ଗଲ













☒ Original
☐ Update


HISTORICAL STRUCTURE FORM

FLORIDA MASTER SITE FILE

Version 4.0 1/07

Site #8 **PI12565**
 Field Date **1-5-2015**
 Form Date **3-17-2015**
 Recorder # _____

Shaded Fields represent the minimum acceptable level of documentation.
 Consult the *Guide to Historical Structure Forms* for detailed instructions.

Site Name(s) (address if none) **103-105 18th Avenue** Multiple Listing (DHR only) _____
 Survey Project Name **Pass-a-Grille Historic Resources Survey** Survey # (DHR only) _____
 National Register Category (please check one) ☒ building ☐ structure ☐ district ☐ site ☐ object
 Ownership: ☐ private-profit ☐ private-nonprofit ☒ private-individual ☐ private-nonspecific ☐ city ☐ county ☐ state ☐ federal ☐ Native American ☐ foreign ☐ unknown

LOCATION & MAPPING

Street Number **103-105** Direction _____ Street Name **18th** Street Type **Avenue** Suffix Direction _____
 Address **103-105**
 Cross Streets (nearest / between) **Gulf Way/Pass-a-Grille Way**
 USGS 7.5 Map Name **PASS-A-GRILLE BEACH** USGS Date **1981** Plat or Other Map _____
 City / Town (within 3 miles) **St Pete Beach** In City Limits? ☒ yes ☐ no ☐ unknown County **Pinellas**
 Township **32S** Range **16E** Section **18** ¼ section: ☐ NW ☐ SW ☒ SE ☐ NE Irregular-name: _____
 Tax Parcel # **18-32-16-65295-000-0020** Landgrant _____
 Subdivision Name **PHILLIPS DIVISION REV** Block **G** Lot **MULT**
 UTM Coordinates: Zone ☐ 16 ☐ 17 Easting ☐ ☐ ☐ ☐ ☐ Northing ☐ ☐ ☐ ☐ ☐ ☐
 Other Coordinates: X: _____ Y: _____ Coordinate System & Datum _____
 Name of Public Tract (e.g., park) _____

HISTORY

Construction Year: **1951** ☐ approximately ☐ year listed or earlier ☐ year listed or later
 Original Use **Apartment** From (year): **1951** To (year): _____
 Current Use _____ From (year): _____ To (year): _____
 Other Use _____ From (year): _____ To (year): _____
 Moves: ☐ yes ☒ no ☐ unknown Date: _____ Original address _____
 Alterations: ☐ yes ☒ no ☐ unknown Date: _____ Nature: _____
 Additions: ☐ yes ☒ no ☐ unknown Date: _____ Nature: _____
 Architect (last name first): _____ Builder (last name first): _____
 Ownership History (especially original owner, dates, profession, etc.) _____

Is the Resource Affected by a Local Preservation Ordinance? ☒ yes ☐ no ☐ unknown Describe **PAG HD Overlay**

DESCRIPTION

Style **Masonry Vernacular** Exterior Plan **Rectangular** Number of Stories **2**
 Exterior Fabric(s) 1. **Stucco** 2. _____ 3. _____
 Roof Type(s) 1. **Flat** 2. _____ 3. _____
 Roof Material(s) 1. **Tar & gravel** 2. _____ 3. _____
 Roof secondary strucs. (dormers etc.) 1. _____ 2. _____
 Windows (types, materials, etc.) **Paired and ribbon windows of 4-light metal casements**

Distinguishing Architectural Features (exterior or interior ornaments) **Overhanging eaves, eyebrow, metal filigree, Cuban tile, corner windows**

Ancillary Features / Outbuildings (record outbuildings, major landscape features; use continuation sheet if needed.) **A 4-car carport with shed roof is supported by metal posts. A pool and shuffleboard courts are enclosed by a brick wall with metal filigree fence.**

DHR USE ONLY

OFFICIAL EVALUATION

DHR USE ONLY

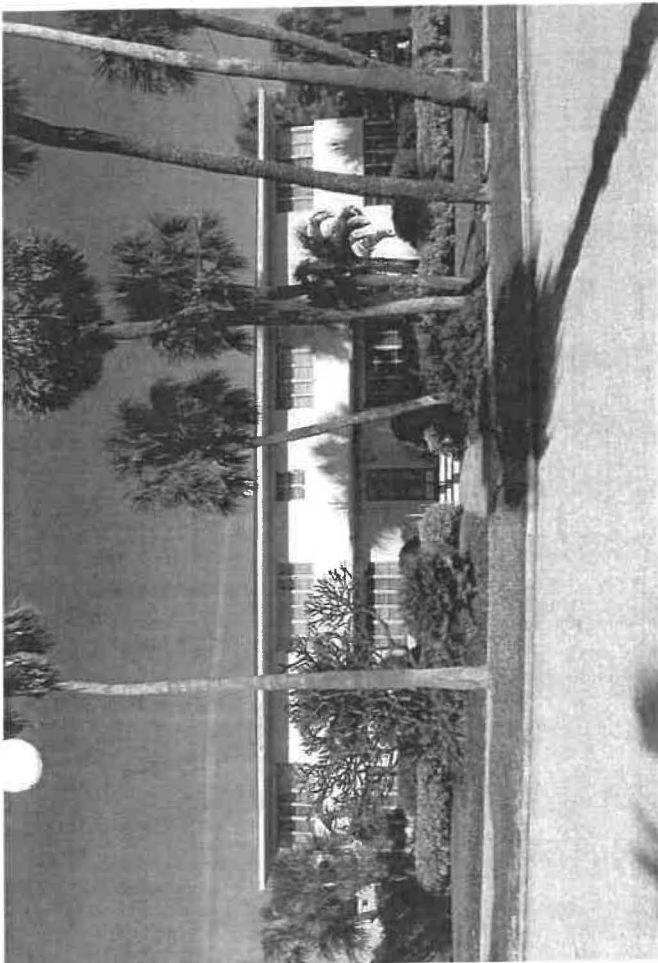
NR List Date _____	SHPO - Appears to meet criteria for NR listing: ☐ yes ☐ no ☐ insufficient info Date _____ Init. _____	Keeper - Determined eligible: ☐ yes ☐ no Date _____	
☐ Owner Objection	NR Criteria for Evaluation: ☐ a ☐ b ☐ c ☐ d (see <i>National Register Bulletin 15</i> , p. 2)		



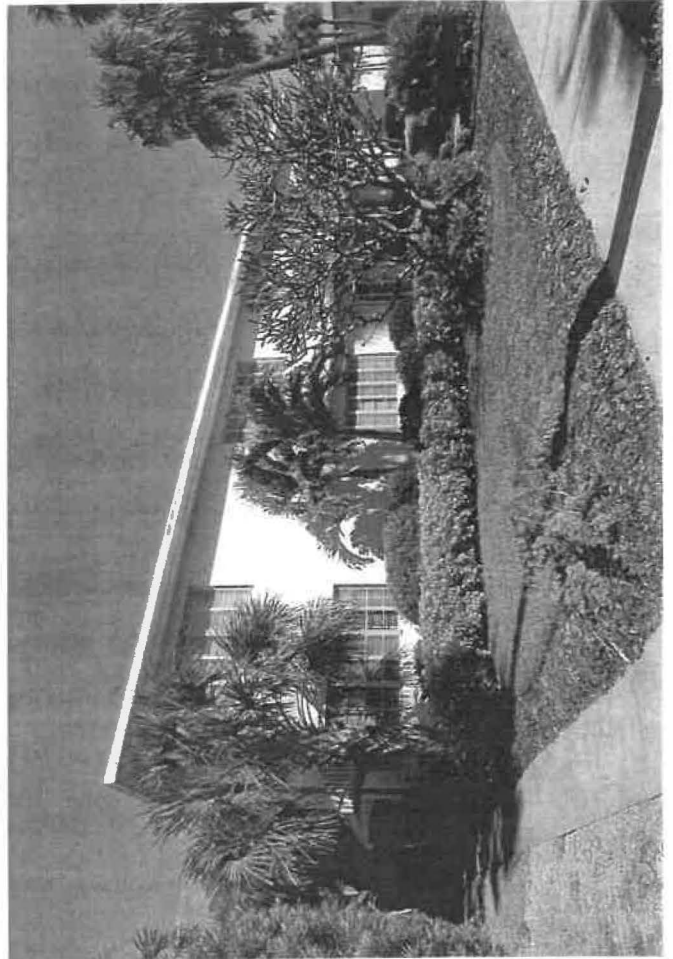
18h_103-105_P112565_02



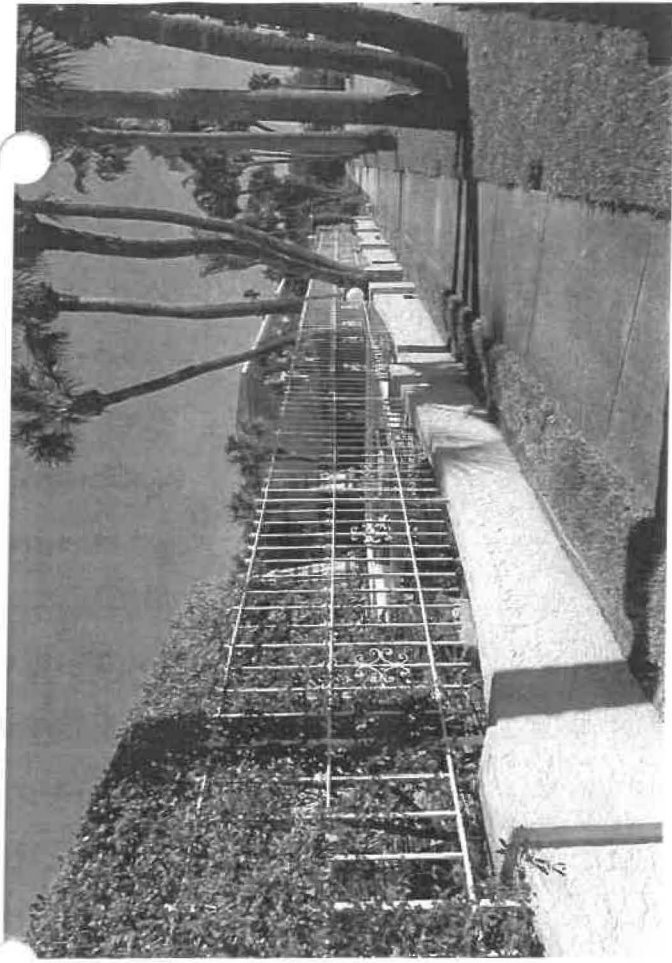
18h_103-105_P112565_04



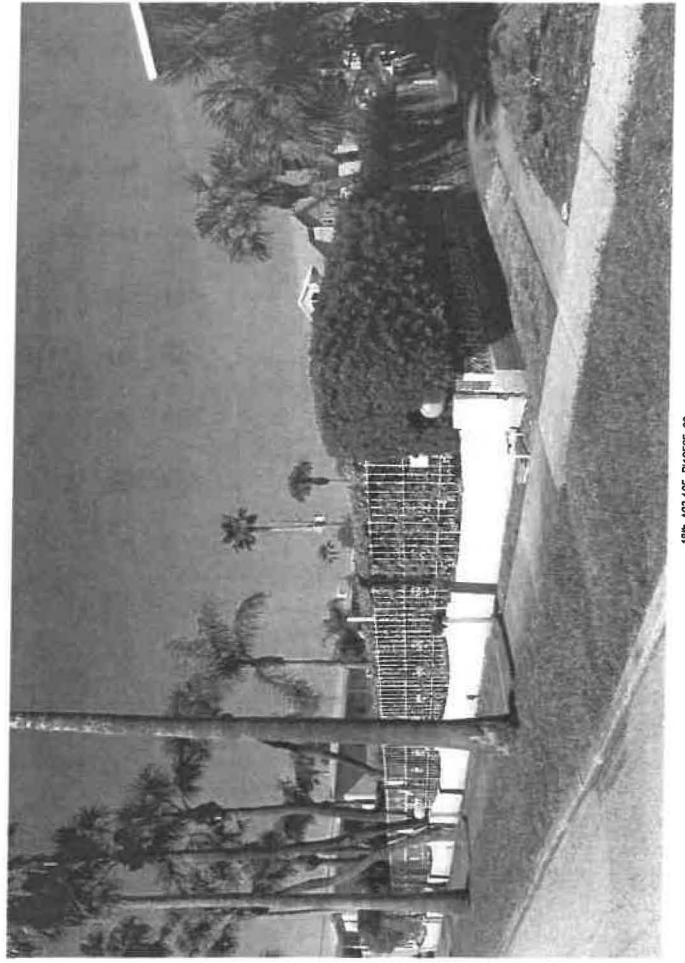
18h_103-105_P112565_01



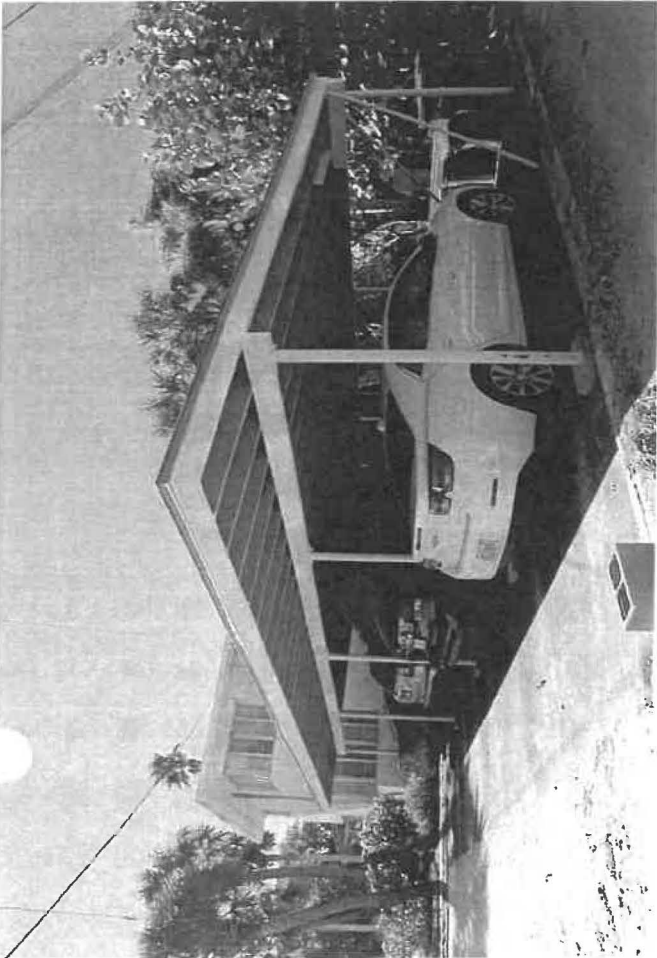
18h_103-105_P112565_03



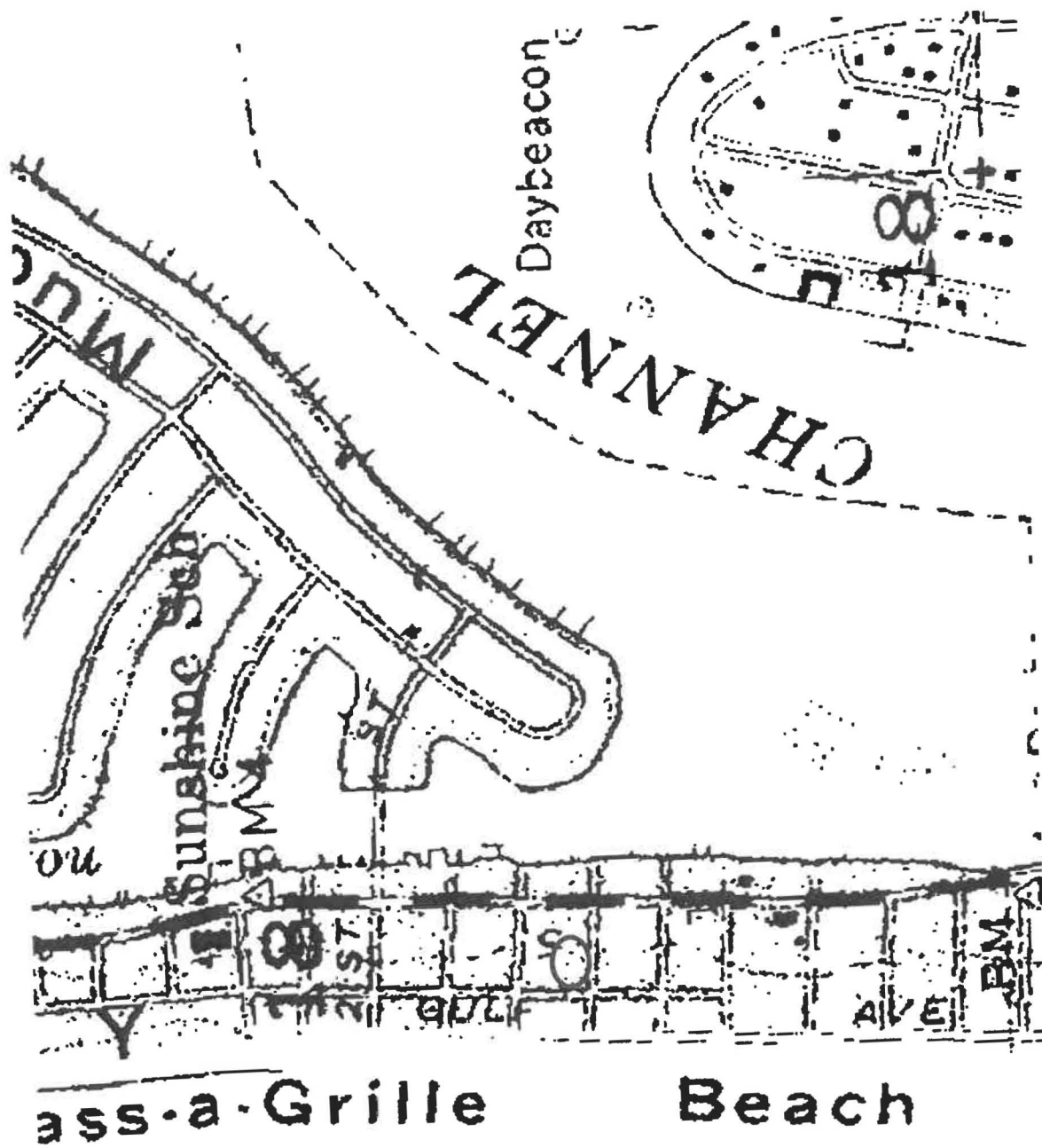
18H_103-105_P112585_05



18H_103-105_P112585_06

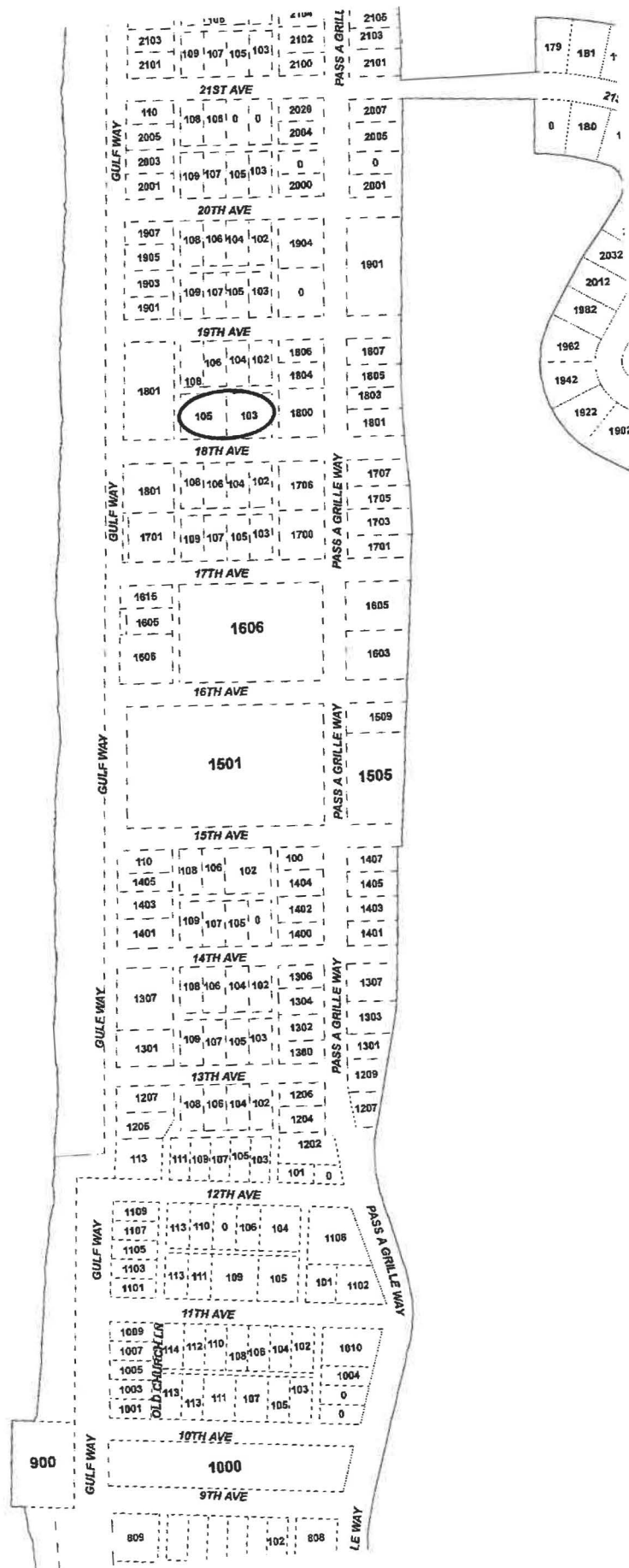


18H_103-105_P112585_07



Address: 103-105 18TH AVENUE

Site #8PI12565



FMSF #	Address	Construction Date	Contributing Status	Contributing Status of Outbuildings
N/A	106 15th Avenue	Post 1965	Non-Contributing	
PI12558	108 15th Avenue	1925	Contributing	Non-Contributing
PI00962	110 15th Avenue	1922	Contributing	
PI12560	107 16th Avenue	1959	Contributing	Contributing (Thrift Shop), Non-Contributing (Childcare Center)
PI12561	103 17th Avenue	1947	Contributing	
PI12562	105 17th Avenue	1941	Contributing	
PI12563	107 17th Avenue	1940	Contributing	1-Contributing
PI12564	109 17th Avenue	1941	Contributing	Contributing
PI12566	102 18th Avenue	1926	Contributing	
PI00963	104 18th Avenue	1926	Contributing	Contributing (Garage/Guest House), Non-Contributing (Pool House)
PI00964	106 18th Avenue	1926	Contributing	
N/A	108 18th Avenue	Post 1965	Non-Contributing	Non-Contributing
PI12565	103-105 18th Avenue	1951	Contributing	Contributing (Pool and Carport)
PI12567	102 19th Avenue*	1933	Contributing	Contributing
PI12568	103 19th Avenue*	1935	Contributing	
N/A	104 19th Avenue	Post 1965	Non-Contributing	
PI12569	105 19th Avenue*	1935	Contributing	Contributing
N/A	106 19th Avenue	Post 1965	Non-Contributing	
N/A	107 19th Avenue	Post 1965	Non-Contributing	
N/A	108 19th Avenue	Post 1965	Non-Contributing	
N/A	109 19th Avenue	Post 1965	Non-Contributing	
N/A	100 20th Avenue	Post 1965	Non-Contributing	
PI12570	102 20th Avenue	1935	Contributing	
PI12571	103 20th Avenue	1940	Contributing	Contributing
PI12572	104 20th Avenue	1939	Contributing	Contributing
PI12573	105 20th Avenue	1949	Contributing	
N/A	106 20th Avenue	Post 1965	Non-Contributing	
PI12574	107 20th Avenue	1953	Contributing	
PI12575	108 20th Avenue	c. 1922	Contributing	Contributing
PI12576	109 20th Avenue	1949	Contributing	Contributing
PI12577	103 21st Avenue	1937	Contributing	Contributing
PI12578	105 21st Avenue	1934	Contributing	
PI12579	106 21st Avenue	c. 1930	Contributing	
PI12580	108 21st Avenue	1948	Contributing	
PI00966	102 22nd Avenue	1936	Contributing	Contributing (Garage and Guest House)
PI00965	103 22nd Avenue	c. 1926	Contributing	
PI00967	105 22nd Avenue*	1939	Contributing	Contributing

FMSF #	Address	Construction Date	Contributing Status	Contributing Status of Outbuildings
N/A	106 15th Avenue	Post 1965	Non-Contributing	
PI12558	108 15th Avenue	1925	Contributing	Non-Contributing
PI00962	110 15th Avenue	1922	Contributing	
PI12560	107 16th Avenue	1959	Contributing	Contributing (Thrift Shop), Non-Contributing (Childcare Center)
PI12561	103 17th Avenue	1947	Contributing	
PI12562	105 17th Avenue	1941	Contributing	
PI12563	107 17th Avenue	1940	Contributing	1-Contributing
PI12564	109 17th Avenue	1941	Contributing	Contributing
PI12566	102 18th Avenue	1926	Contributing	
PI00963	104 18th Avenue	1926	Contributing	Contributing (Garage/Guest House), Non-Contributing (Pool House)
PI00964	106 18th Avenue	1926	Contributing	
N/A	108 18th Avenue	Post 1965	Non-Contributing	Non-Contributing
PI12565	103-105 18th Avenue	1951	Contributing	Contributing (Pool and Carport)
PI12567	102 19th Avenue*	1933	Contributing	Contributing
PI12568	103 19th Avenue*	1935	Contributing	
N/A	104 19th Avenue	Post 1965	Non-Contributing	
PI12569	105 19th Avenue*	1935	Contributing	Contributing
N/A	106 19th Avenue	Post 1965	Non-Contributing	
N/A	107 19th Avenue	Post 1965	Non-Contributing	
N/A	108 19th Avenue	Post 1965	Non-Contributing	
N/A	109 19th Avenue	Post 1965	Non-Contributing	
N/A	100 20th Avenue	Post 1965	Non-Contributing	
PI12570	102 20th Avenue	1935	Contributing	
PI12571	103 20th Avenue	1940	Contributing	Contributing
PI12572	104 20th Avenue	1939	Contributing	Contributing
PI12573	105 20th Avenue	1949	Contributing	
N/A	106 20th Avenue	Post 1965	Non-Contributing	
PI12574	107 20th Avenue	1953	Contributing	
PI12575	108 20th Avenue	c. 1922	Contributing	Contributing
PI12576	109 20th Avenue	1949	Contributing	Contributing
PI12577	103 21st Avenue	1937	Contributing	Contributing
PI12578	105 21st Avenue	1934	Contributing	
PI12579	106 21st Avenue	c. 1930	Contributing	
PI12580	108 21st Avenue	1948	Contributing	
PI00966	102 22nd Avenue	1936	Contributing	Contributing (Garage and Guest House)
PI00965	103 22nd Avenue	c. 1926	Contributing	
PI00967	105 22nd Avenue*	1939	Contributing	Contributing

**HISTORIC PRESERVATION BOARD MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Certificate of Appropriateness for Demolition Case No. 25036 - 207 Gulf Way

Action Request: Motion to approve Certificate of Appropriateness Case Number 25036 without a stay on demolition.

Strategic Objective:

Date: April 3, 2025

Prepared By: Brandon Berry, Senior Planner

Through: Laura Canary, Community Development Director

Summary of Issue: The applicants are seeking demolition of the subject structure, one of a series built in the 1940s in the masonry vernacular style. The northern of the trio was placed on the Local Historic Registry in early 2025, and the southern approved for demolition due to storm damage in the same year. This subject structure was found by the City to have sustained substantial damage from Hurricanes Helene and Milton.

Funding: N/A

Attachments:

1. Staff Report
2. Application
3. Survey
4. Owner Authorization
5. Exterior Photos
6. Storm Damage Photos



**PLANNING DIVISION
STAFF FINDINGS REPORT
TO THE
HISTORIC PRESERVATION BOARD**

Local Historic Designation Case No. 25036: Dan Marin and Sarah Sullivan of DHM Construction Services LLC for Philip H Gardner

Meeting Date: April 3, 2025

Prepared By: Brandon Berry, Senior Planner, Planning Division

REQUEST	The property owner is requesting to demolish a single-family residence determined to be a contributing structure to the Pass-A-Grille Historic District at the subject property.
SUBJECT PROPERTY	207 Gulf Way; Parcel #19-32-16-58932-010-0110; A portion of Lot 11, Block 10, of Morey Beach Subdivision as most recently described in Deed Bk 22088 Pg 593.
LAND USE / ZONING	RLM-2 Residential District within the PAG Pass A Grille Overlay District
YEAR BUILT	Circa 1957
HISTORIC STATUS	Constructed in 1957 (c. 1952 in some sources) according to the property's Florida Master Site File prepared in 2015, the structure was considered a contributing resource to the 2003 Boundary Increase of the Pass-a-Grille National Register Historic District and remained a surveyed contributing resource in the City's 2015 historic survey.
SURROUNDING AREA	North – Single-family residence (Locally-designated structure) South – Single-family residence (Proposed for demolition) East – Four-unit development (Locally-designated structure) West – Gulf Way and Beach

BACKGROUND and ANALYSIS

The subject parcel contains the western approximately 79 feet of Block 10, Lot 11 of the Morey Beach Subdivision. The lot is constructed with a single-family masonry residence originally constructed in 1952 or 1957 according to varying sources, which was included in the 2003 Boundary Increase of the Pass-a-Grille National Register Historic District as a contributing resource and re-surveyed as a contributing resource in 2015. The home is one of a series of three constructed in a similar masonry vernacular style, joined by its altered northern neighbor and generally preserved southern neighbor, the latter which was recently granted a Certificate of Appropriateness for demolition (Case No. 25006). The subject application is submitted on the same basis, to demolish the structure due to storm damage.

CONSISTENCY WITH THE LAND DEVELOPMENT CODE (LDC)

LDC Sec. 28.11. - Demolition permits.

- (a) Structures that have been designated pursuant to this division and/or buildings considered contributing structures to the National Register Historic District shall not be issued a demolition permit until a Certificate of Appropriateness has been issued for the demolition.
- (b) The historic preservation board may not deny a request for a certificate of appropriateness for a demolition permit, but may impose a stay of demolition for up to 90 days for designated structures that have taken advantage of any preservation incentives or up to 30 days for either contributing structures or designated structures that have not taken advantage of any preservation incentives in order to inform the applicant about possible incentives for preservation of the structure or explore possible alternatives to the demolition of the structure. When reviewing a certificate of appropriateness request for the issuance of a demolition permit, the historic preservation board shall consider the following criteria:

(1) The historic or architectural significance of the building.

The structure's Florida Master Site File lists overhanging eaves and double-hung window sill courses as the structure's distinguishing features. The masonry vernacular residence was constructed in a similar style to its northern and southern neighbors in the 1950s, with only the northern structure to remain after the subject demolition has completed. The incised porch with fluted square column is shared only with the structure's southern neighbor, although the neighboring structure contains a rounded support. It shares a recessed side front entry with both neighbors.

(2) The importance of the building to the character of a district, if applicable.

The structure is important on the basis of its architecture and its contribution to community planning and development. As with its southern neighbor, this scale of construction could not be replicated in redevelopment, as the structure is located within a Coastal A flood zone which requires either an open or deep foundation, and elevation of the living level an estimated 7-8 feet. It is likely that if the structure is redeveloped it will double in stature, even if the same square footage of living space is retained.

(3) The difficulty or impossibility of reproducing such a building because of its design, texture, material, detail, or unique location.

The scale of the building cannot be retained in redevelopment, which will affect its design. As the lot is not located in a velocity zone, the owner would have the ability to develop a structure of similar features and exterior texture and materials if desired. The applicant will be required to build to the Pass-A-Grille Overlay District building types in redevelopment due to the size of the lot, which should assist with keeping the new structure moderately compatible with the scale of the district if not consistent with the existing structure.

(4) Whether the building is one of the last remaining examples of its kind in the neighborhood or city.

Masonry vernacular structures are plentiful in the Pass-A-Grille Historic District, and Staff does not find the subject structure to be a particularly standout example of the style. The structure's value is in part due to its context, as a series of three similar structures constructed in the post-War period, although demolition of this structure will reduce the count to one as the southern neighbor is being demolished as well.

(5) Whether reasonable measures can be taken to save the building.

The structure sustained substantial damage estimated at 65% of the structure's depreciated value per the County's damage assessment. The applicant has submitted photos detailing modest exterior damage and significant interior damage of an estimated three feet. Per Board policy, Staff is not recommending a stay due to the extent of damage.

(6) Whether the building is capable of earning a reasonable economic return on its value and whether the perpetuation of the building, considering its physical condition, its location and the anticipated expense of rehabilitation would be economically feasible.

The applicant states this is not viable.

Staff Recommendation:

With respect to the proposed demolition, the Historic Preservation Board cannot deny such demolition. However, stays of up to 30 days can be imposed to allow for consideration of preservation incentives.

Staff finds no basis for a delay in issuance of this request to move forward with demolition. The structure was found to have sustained substantial damage and the lot is capable of supporting a single-family residence during reconstruction, which will not deprive the applicant of the existing use of the property. The damage to the structure from the 2024 hurricanes has been documented and is evident to Staff. While it appears that damage is not so extensive that the structure could not be remediated, there is apparent damage that exceeds the structure's substantial damage value.

Staff recommendation:

Staff recommends APPROVAL of the Certificate of Appropriateness for Demolition of the structure at 207 Gulf Way.



Application for Certificate of Appropriateness

Owner Name & Address

Philip H Gardner
207 Gulf Way
St Pete Beach FL 33706

Phone 302-275-1705

Representative Name & Address

DHM Construction Services LLC
Dan Marin + Sarah Sullivan
200 2nd Ave S #348 St Pete FL 33701

Phone 727 288 7786

Property Address and Legal Description

207 Gulf Way St Pete Beach FL 33706
Morey Beach Blk 10, part of Lot 1 Desc As Beg NW Cor of SD Lot

Is the property part of a previously approved development proposal?

☐ Yes

☒ No

If yes, provide the case number _____

TYPE OF ACTIVITY

New Construction

Addition

Demolition

Rehabilitation

Relocation

Demo of SFR due to substantial damage

1. Explain what changes will be made and how they will be accomplished. Submit detailed plans and elevation drawings and specifications to support the written description. Include drawings of all four elevations.

Disconnection of utilities, Demo of existing residential structure and hauling of debris

2. Attach photos and a survey of the existing property.

3. Please describe proposed building materials and manufacturers of materials. Attach product brochure(s) if available.

N/A

Please address the specific criteria in Section 28 of the Land Development Code (LDC) with respect to the applicant's specific request. (Add additional sheets as necessary.)

LDC Section 28.8, Certificate of appropriateness required; criteria for issuance; application requirements, states that the criteria for issuance of a certificate of appropriateness shall be the U.S. Secretary of the Interior's Standards for Rehabilitation. Please describe your project with respect to the Secretary of Interior Standards which are as follows:

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.

Demo of existing structure due to substantial storm damage.

2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.

Demo of existing structure due to substantial storm damage

3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.

4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.

Due to substantial storm damage, preservation not attainable

5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.

Demolition of existing structure due to substantial storm damage

6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

Demolition of existing structure due to substantial storm damage

7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

N/A

8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

N/A

9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

N/A

10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

N/A

LDC Section 28.18 - Additions and modern equipment, prescribe additional considerations for additions to locally-designated historic structures. Approvals granted in excess of these standards must be accompanied by a specific finding of fact which determines that such approval does not jeopardize the suitability of the sites and structures involved for continued designation as historic resources and that such approvals do not violate the applicable standards of any National Register designation or other requirement under this division.

1. Additions shall use the same or compatible architectural style and materials as the main building. Paint colors should match the colors of the original structure.

N/A Demo Only

2. Additions shall not overpower the original structure, the scale and massing of additions to the original structure shall be secondary thereto, and the new portion of the structure shall be distinguishable from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

N/A Demo Only

3. Additions shall be attached to the rear and/or to the side of the original structure.

N/A Demo Only

4. Modern equipment and amenities, such as air conditioning, shall be concealed from sight by placing them as far as possible from the street and to the rear of the original structure.

N/A Demo Only

LDC Section 28.11 – Demolition permits, provide criteria for issuance of a building permit for demolition of a structure deemed contributing to a City historic district, or individually listed on the City's local historic registry. Requests for demolition cannot be denied but can be stayed up to 30 days for contributing properties or up to 90 days for locally-designated properties to consider alternatives. In addition to the criteria evaluated by the Historic Preservation Board in the consideration of these requests, the applicant should provide answers to the following:

1. Whether reasonable measures can be taken to save the building;

SFR deemed substantially damaged by the city of St Pete Beach, in accordance with the FEMA 50% rule.

2. Whether the building is capable of earning a reasonable economic return on its value and whether the perpetuation of the building, considering its physical condition, its location and the anticipated expense of rehabilitation would be economically feasible.

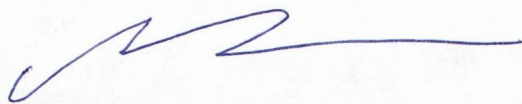
Structure has been substantially damaged by recent hurricanes. A new single-family will be built at a later date per new Flood elevation requirements

Please give an overview of the proposed work on the following systems.

(Example: Windows-Jeldwen "Tradition Plus" wood clad, double hung, 2/2 divided lite)

<i>Exterior Material/Siding</i>
<i>Windows</i>
<i>Doors</i>
<i>Roofing</i>
<i>Entrances/Porches</i>

Owner Attestation: The information on this application represents an accurate description of the proposed work and the undersigned has omitted nothing which might affect the decision of the Historic Preservation Board. The undersigned hereby certifies that the project described in this application, as detailed by plans and specifications enclosed, will be constructed in exact accordance with aforesaid plans and specifications. It is understood that approval of this application by the Historic Preservation Board in no way constitutes approval of building permit or other required City permit approvals.



Owner/Applicant Signature

Feb - 28, 2025

Date



Owner's Authorization for Agent

I/WE

Philip H Gardner

(print name of property owner)

hereby authorize

Daniel Morin and/or Sara Sullivan

(print name of agent)

to represent me/us in an application for

Demolition Permit

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

Signature of Owner

Signature of Owner

Philip H Gardner

Print Name of Owner

Print Name of Owner

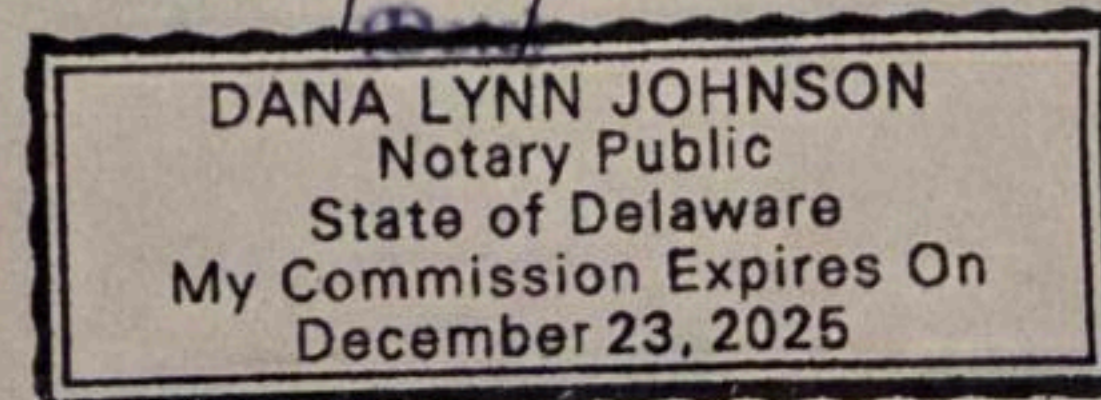
The forgoing instrument was acknowledged before me this 28 day of February 2025, by Philip H. Gardner who is personally known X or produced as identification.

Dana Lynn Johnson

(Notary Signature)

2/28/2025

My Commission Expires December 23, 2025



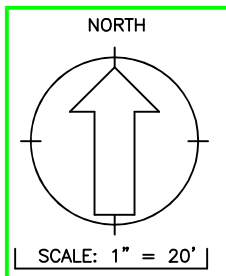
CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org

BOUNDARY & TOPOGRAPHIC SURVEY

LEGEND:	
A/C = AIR CONDITIONING	☆ = LIGHT POLE
C/S = CONCRETE	WM = WATER METER
ID = IDENTIFICATION	WV = WATER VALVE
LB = LICENSED BUSINESS	CB = CABLE BOX
OFFS = OFFSITE	EB = ELECTRIC BOX
ONS = ONSITE	TR = TRANSFORMER
(M) = MEASURED DIMENSION	UP = UTILITY POLE
(P) = PLAT DIMENSION	ohu = OVERHEAD UTILITIES
PG = PAGE	FCM = FOUND CONCRETE MONUMENT
R/W = RIGHT-OF-WAY	SN&D = SET NAIL & DISK LB#8516
FIP = FOUND IRON PIPE	SIR = SET 5/8" IRON ROD & CAP LB#8516
FIR = FOUND IRON ROD	PSM = PROFESSIONAL SURVEYOR AND MAPPER
D = CENTRAL ANGLE	SECA = SCREEN ENCLOSED COVERED AREA
L = ARC LENGTH	P/E = POOL EQUIPMENT
R = RADIUS	ORB = OFFICIAL RECORDS BOOK
(C) = CALCULATED DIMENSION	I/E = INGRESS & EGRESS EASEMENT
(D) = DEED DIMENSION	VF = VINYL FENCE
CA = COVERED AREA	
WF = WOOD FENCE	



207 Gulf Way
St. Pete Beach, FL. 33706



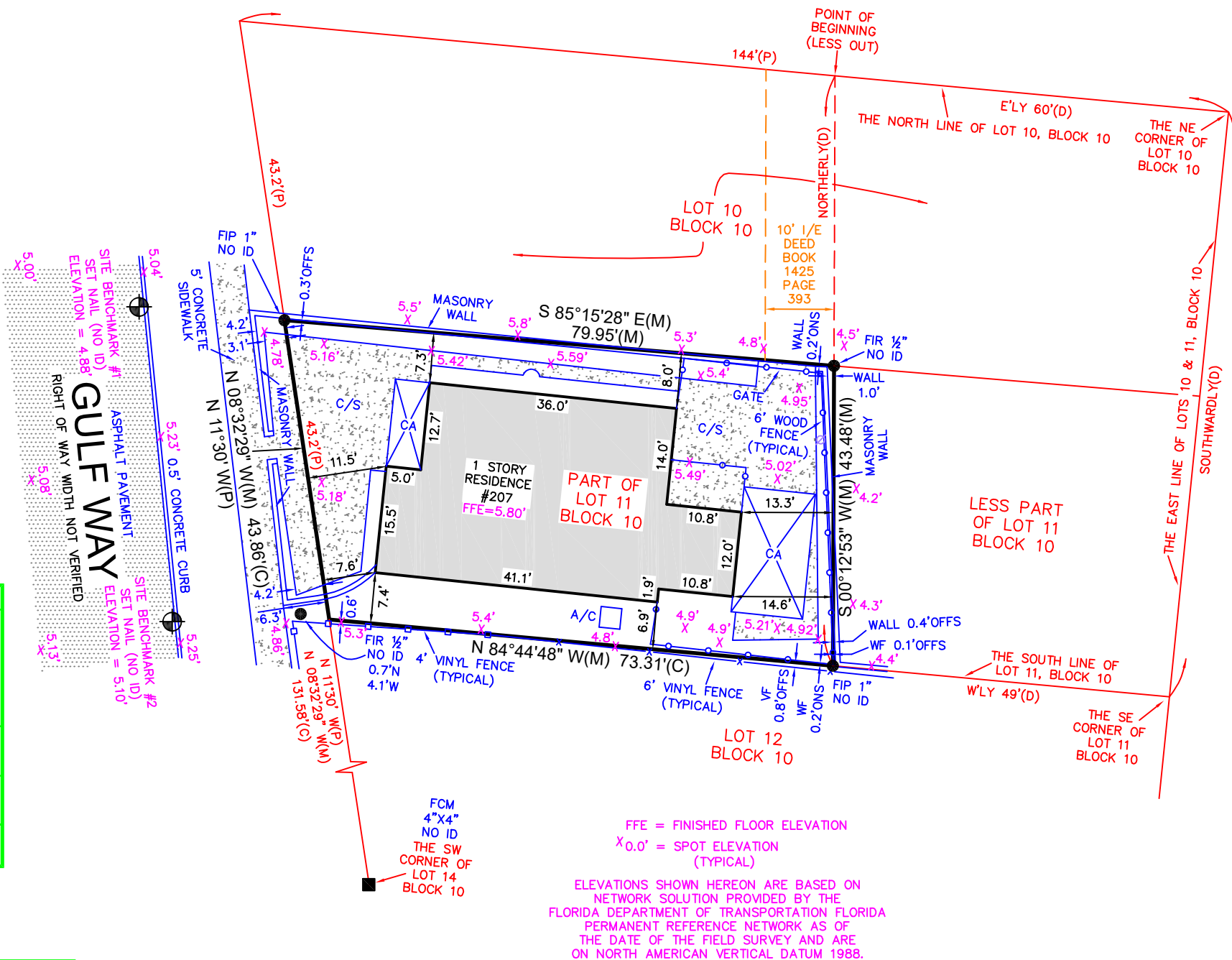
CLIENT REFERENCE

LIST OF POSSIBLE ENCROACHMENTS:
SOME UTILITIES LIE WITHIN SUBJECT PROPERTY.
CONCRETE, WALLS & FENCES CROSS
PROPERTY LINE.
OWNERSHIP OF WALL & FENCES
NOT DETERMINED.

FIELD DATE:	ORDER #
BOUNDARY SURVEY: 1/23/25	25-0063
REVISION DATE:	DRAFTER
	CC
	FIELD CREW
	JW

LEGAL DESCRIPTION (ORB 22088, PG 590):

Lot 11, Block 10, MOREY BEACH, according to the plat thereof recorded in Plat Book 1, Page 102, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part, LESS that part of Lot 11, included within the following described tract: Beginning at a point on the North line of Lot 10 of Block 10, of said MOREY BEACH, which point is 60 feet West of the Northeast corner of said Lot 10; run thence Easterly along said North line of said Lot 10 to the Northeast corner of said Lot 10; thence Southwardly along the East line of Lots 10 and 11 of said Block 10 of said MOREY BEACH to the Southeast corner of said Lot 11; thence Westerly along the South line of said Lot 11 a distance of 49 feet; thence in a general Northerly direction to the Point of Beginning.
TOGETHER WITH easement for ingress and egress more particularly described on Warranty Deed recorded April 14, 1953 in Deed Book 1425, Page 393, of the Public Records of Pinellas County, Florida.



FFE = FINISHED FLOOR ELEVATION
X0.0' = SPOT ELEVATION (TYPICAL)
ELEVATIONS SHOWN HEREON ARE BASED ON NETWORK SOLUTION PROVIDED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK AS OF THE DATE OF THE FIELD SURVEY AND ARE ON NORTH AMERICAN VERTICAL DATUM 1988.

CERTIFIED TO:

DHM Construction Services, LLC

FLOOD ZONE:

According to the Federal Emergency Management Agency Flood Insurance Rate Map Panel# 12103C0286H, Dated 8/24/21 the residence lies within the established 100 year flood plain per flood zone(s) "AE".

GENERAL NOTES:

- 1) Unless digitally signed in accordance with Florida statutes this survey is not valid without the original signature and seal of the Surveyor shown hereon and under no circumstances shall be supplanted by any other graphic or digital form.
- 2) Additions or deletions to this survey by any party other than the signing Surveyor is prohibited without the written consent of the signing Surveyor.
- 3) The Surveyor has no knowledge nor has seen physical evidence of human cemeteries and/or burial grounds located within the subject property, unless shown or noted otherwise.
- 4) Only visible above ground improvements have been located hereon. The Surveyor has made no attempt to locate the extents of underground utilities, foundations or other improvements.
- 5) All distances shown hereon are in feet, tenths and hundredths of a foot unless noted otherwise.
- 6) This survey only depicts survey related information such as easements and setbacks that are shown on a record plat or have been furnished to the Surveyor. There may be additional restrictions not shown on the survey that may be found in the public records of this county.
- 7) Building ties and dimensions for improvements should not be used to reconstruct boundary lines.
- 8) Bearings are based on the East right of way line of Gulf Way which has an assumed bearing of N 08°32'29" W.



**4M SURVEYING & MAPPING
SERVICES, INC.**

3630 STAR COURT,
MIMS, FL. 32754
PH: (321) 210-0446

Licensed Business
#8516



SURVEYOR'S CERTIFICATE:

This survey meets and/or exceeds the standards of practice set forth by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers in Chapter 5J-17.051 through 5J-17.053 Florida Administrative Code for the type of survey stated hereon.

SIGN DATE:
1/25/25

JOSEPH E. WILLIAMSON, PSM 6573

BUYER'S ACKNOWLEDGMENT

BUYER'S ACKNOWLEDGMENT

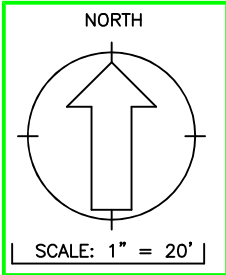
BOUNDARY & TOPOGRAPHIC SURVEY

LEGEND:

A/C = AIR CONDITIONING	☆ = LIGHT POLE
C/S = CONCRETE	WM = WATER METER
ID = IDENTIFICATION	WV = WATER VALVE
LB = LICENSED BUSINESS	CB = CABLE BOX
OFFS = OFFSITE	EB = ELECTRIC BOX
ONS = ONSITE	TR = TRANSFORMER
(M) = MEASURED DIMENSION	UP = UTILITY POLE
(P) = PLAT DIMENSION	ohu = OVERHEAD UTILITIES
PG = PAGE	FCM = FOUND CONCRETE MONUMENT
R/W = RIGHT-OF-WAY	SN&D = SET NAIL & DISK LB#8516
FIP = FOUND IRON PIPE	SIR = SET 5/8" IRON ROD & CAP LB#8516
FIR = FOUND IRON ROD	PSM = PROFESSIONAL SURVEYOR AND MAPPER
D = CENTRAL ANGLE	SECA = SCREEN ENCLOSED COVERED AREA
L = ARC LENGTH	P/E = POOL EQUIPMENT
R = RADIUS	ORB = OFFICIAL RECORDS BOOK
(C) = CALCULATED DIMENSION	I/E = INGRESS & EGRESS EASEMENT
(D) = DEED DIMENSION	VF = VINYL FENCE
CA = COVERED AREA	
WF = WOOD FENCE	



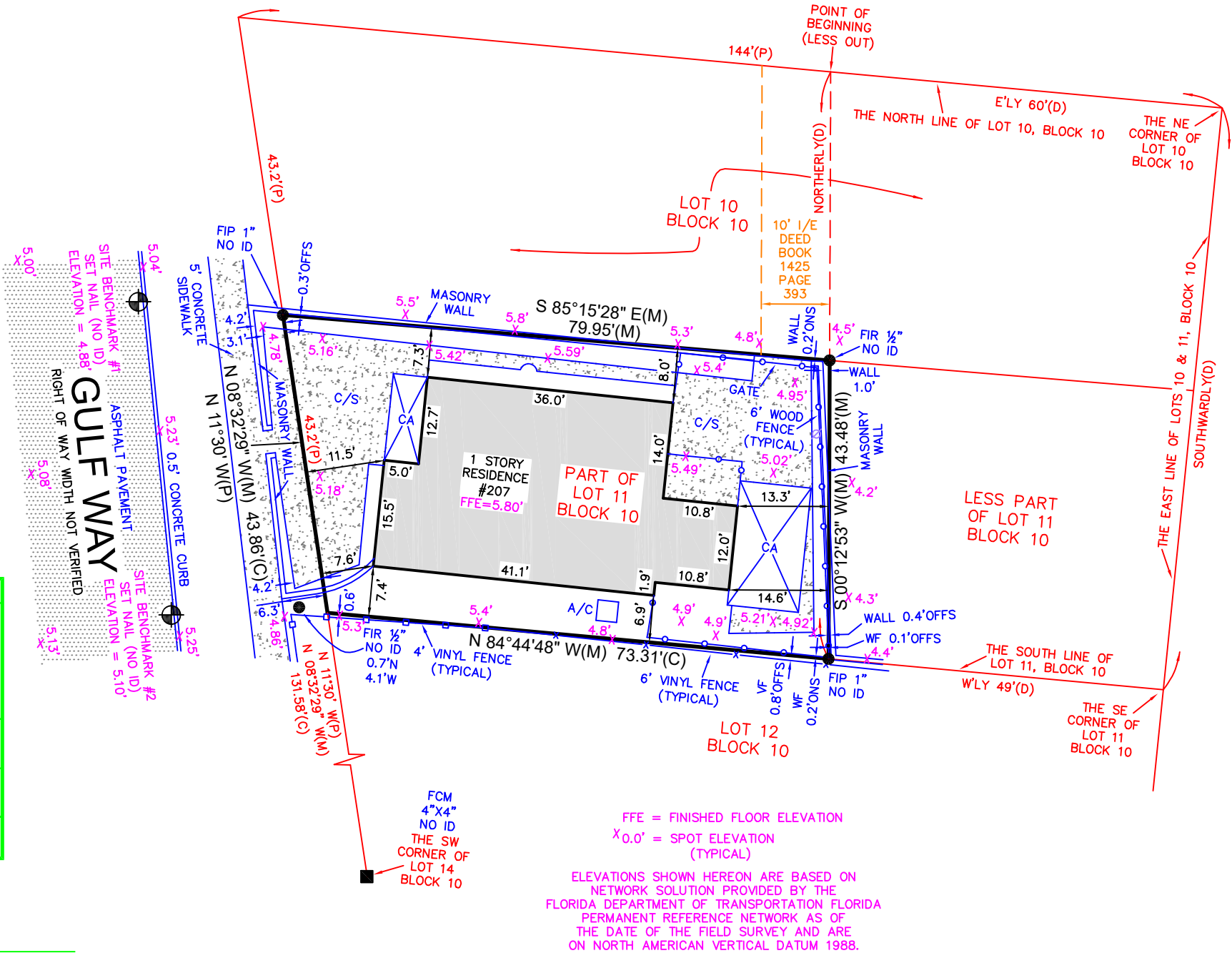
207 Gulf Way
St. Pete Beach, FL. 33706



CLIENT REFERENCE #	
LIST OF POSSIBLE ENCROACHMENTS: SOME UTILITIES LIE WITHIN SUBJECT PROPERTY. CONCRETE, WALLS & FENCES CROSS PROPERTY LINE. OWNERSHIP OF WALL & FENCES NOT DETERMINED.	
FIELD DATE:	ORDER #
BOUNDARY SURVEY: 1/23/25	25-0063
REVISION DATE:	DRAFTER
	CC
	FIELD CREW
	JW

LEGAL DESCRIPTION (ORB 22088, PG 590):

Lot 11, Block 10, MOREY BEACH, according to the plat thereof recorded in Plat Book 1, Page 102, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part, LESS that part of Lot 11, included within the following described tract: Beginning at a point on the North line of Lot 10 of Block 10, of said MOREY BEACH, which point is 60 feet West of the Northeast corner of said Lot 10; run thence Easterly along said North line of said Lot 10 to the Northeast corner of said Lot 10; thence Southwardly along the East line of Lots 10 and 11 of said Block 10 of said MOREY BEACH to the Southeast corner of said Lot 11; thence Westerly along the South line of said Lot 11 a distance of 49 feet; thence in a general Northerly direction to the Point of Beginning.
TOGETHER WITH easement for ingress and egress more particularly described on Warranty Deed recorded April 14, 1953 in Deed Book 1425, Page 393, of the Public Records of Pinellas County, Florida.



CERTIFIED TO:
DHM Construction Services, LLC

FLOOD ZONE:

According to the Federal Emergency Management Agency Flood Insurance Rate Map Panel# 12103C0286H, Dated 8/24/21 the residence lies within the established 100 year flood plain per flood zone(s) "AE".

GENERAL NOTES:

- 1) Unless digitally signed in accordance with Florida statutes this survey is not valid without the original signature and seal of the Surveyor shown hereon and under no circumstances shall be supplanted by any other graphic or digital form.
- 2) Additions or deletions to this survey by any party other than the signing Surveyor is prohibited without the written consent of the signing Surveyor.
- 3) The Surveyor has no knowledge nor has seen physical evidence of human cemeteries and/or burial grounds located within the subject property, unless shown or noted otherwise.
- 4) Only visible above ground improvements have been located hereon. The Surveyor has made no attempt to locate the extents of underground utilities, foundations or other improvements.
- 5) All distances shown hereon are in feet, tenths and hundredths of a foot unless noted otherwise.
- 6) This survey only depicts survey related information such as easements and setbacks that are shown on a record plat or have been furnished to the Surveyor. There may be additional restrictions not shown on the survey that may be found in the public records of this county.
- 7) Building ties and dimensions for improvements should not be used to reconstruct boundary lines.
- 8) Bearings are based on the East right of way line of Gulf Way which has an assumed bearing of N 08°32'29" W.

4M SURVEYING & MAPPING SERVICES, INC.

3630 STAR COURT,
MIMS, FL. 32754
PH: (321) 210-0446

Licensed Business
#8516

SURVEYOR'S CERTIFICATE:

This survey meets and/or exceeds the standards of practice set forth by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers in Chapter 5J-17.051 through 5J-17.053 Florida Administrative Code for the type of survey stated hereon.

Joseph E
Williamson

Digitally signed by
Joseph E Williamson
Date: 2025.01.28
13:07:24 -05'00'

SIGN DATE:
1/25/25

JOSEPH E. WILLIAMSON, PSM 6573

BUYER'S ACKNOWLEDGMENT



Owner's Authorization for Agent

I/WE Philip H Gardner
(print name of property owner)
hereby authorize Daniel Morin and/or Sara Sullivan
(print name of agent)
to represent me/us in an application for Demolition Permit
(type of application: variance, conditional use, zoning, etc.)

[Signature]
Signature of Owner

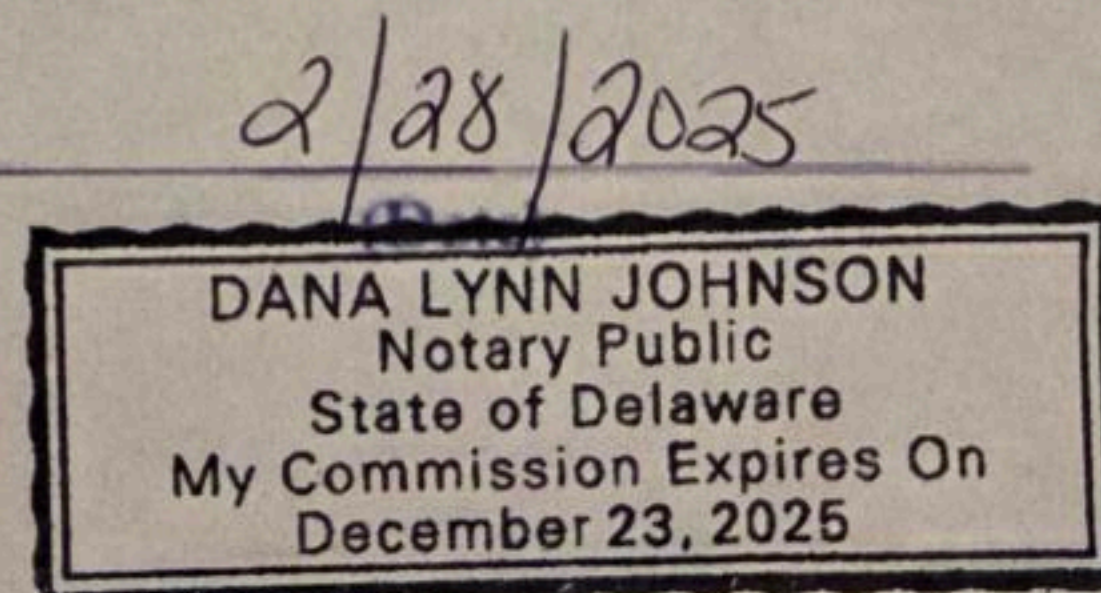
Philip H Gardner
Print Name of Owner

[Signature]
Signature of Owner
[Blank]
Print Name of Owner

The forgoing instrument was acknowledged before me this 28 day of February 2025, by Philip H. Gardner who is personally known X or produced [Blank] as identification.

Dana Lynn Johnson
(Notary Signature)

My Commission Expires December 23, 2025



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





















**HISTORIC PRESERVATION BOARD MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Certificate of Appropriateness for Demolition Case No. 25037: 108 20th Ave

Action Request: Once acknowledgement of redevelopment limitations is provided by the owner:

Motion to approve Certificate of Appropriateness Case Number 25037 without stay on demolition.

Strategic Objective:

Date: April 3, 2025

Prepared By: Brandon Berry, Senior Planner

Through: Laura Canary, Community Development Director

Summary of Issue: The subject lot contains a contributing single-family residence and apartment outbuilding connected by a carport. The structures were found by the post-hurricane damage assessment to be substantially damaged, and the owners have submitted information suggesting that the damage was greater than claimed, at an amount greater than the existing depreciated value of the buildings.

Staff does not find cause to request delay in demolition of the structures. However, Staff does request the owners acknowledge that an accompanying design review plan set not proposed for review at this meeting shows a structure that is greater in living square footage than both the adopted and proposed regulations in the Pass-A-Grille Overlay District allow, as they are seeking to retain both density units during reconstruction where only one is permitted based on underlying zoning. This building will either need to be reduced in living square footage, one of the dwelling units will need to be eliminated, or the applicant will need to obtain a variance to construct a new duplex dwelling of the requested size.

Funding: N/A

Attachments:

1. Staff Report
2. Application
3. Survey



**PLANNING DIVISION
STAFF FINDINGS REPORT
TO THE
HISTORIC PRESERVATION BOARD**

Local Historic Designation Case No. 25037: Walter Sowa, Jr. and Aristeia Sowa

Meeting Date: April 3, 2025

Prepared By: Brandon Berry, Senior Planner, Planning Division

REQUEST	The property owner is requesting to demolish a single-family residence and apartment outbuilding determined to be contributing structures to the Pass-A-Grille Historic District at the subject property.
SUBJECT PROPERTY	108 20 th Avenue; Parcel # 18-32-16-68634-008-0990; PHILLIPS DIVISION REV MAP BLK H, LOT 99
LAND USE / ZONING	RLM-2 Residential District within the PAG Pass A Grille Overlay District
YEAR BUILT	Circa 1922
HISTORIC STATUS	Constructed in 1922 (c. 1926 in some sources), the structure was determined to be contributing to the Pass-A-Grille Historic District during its 2003 boundary increase nomination, and remained a contributing resource in the 2015 re-survey.
SURROUNDING AREA	North – 20 th Avenue/Two-family residence South – Alleyway and Single-family residence East – Two-family residence West – Alleyway and Multifamily residences

BACKGROUND and ANALYSIS

The subject parcel is comprised of one platted lot of the Phillips subdivision and contains an altered single-family residence, carport, and connected single-unit apartment. The property was originally developed with the residence in the 1920s and underwent rear additions to the south in an unknown year, which included the construction of a connecting carport. While only modest changes have been made to the 20th Avenue-facing frontage of the structure since its 1936 property card was prepared, this has included the orientation of the frontage stairs to the west which has visible shifted the front entrance to the alleyway.



Above, left: An undated photograph of the structure from the property's 1936 property card.
Above, center: A photo of the structure from a 1996 local historic survey.
Above, right: The structure photographed for the 2015 re-survey of the Pass-A-Grille Historic District.

CONSISTENCY WITH THE LAND DEVELOPMENT CODE (LDC)

LDC Sec. 28.11. - Demolition permits.

- (a) Structures that have been designated pursuant to this division and/or buildings considered contributing structures to the National Register Historic District shall not be issued a demolition permit until a Certificate of Appropriateness has been issued for the demolition.
- (b) The historic preservation board may not deny a request for a certificate of appropriateness for a demolition permit, but may impose a stay of demolition for up to 90 days for designated structures that have taken advantage of any preservation incentives or up to 30 days for either contributing structures or designated structures that have not taken advantage of any preservation incentives in order to inform the applicant about possible incentives for preservation of the structure or explore possible alternatives to the demolition of the structure. When reviewing a certificate of appropriateness request for the issuance of a demolition permit, the historic preservation board shall consider the following criteria:

(1) **The historic or architectural significance of the building.**

The structure is a good example of the craftsman style, containing overhanging eaves with cornice returns and kneebraces as well as wood louvers according to the structure's Florida Master Site File. While there have been modest alterations to the front of the structure since its property card was prepared in 1936, the majority of improvements and alterations have been to the rear of the residence, which has helped to preserve its historic integrity. The frontage roofline and returns appear to be original.

(2) **The importance of the building to the character of a district, if applicable.**

The structure is important on the basis of its architecture and community planning and development. Craftsman residences are one of the more well-represented structure types in Pass-A-Grille, although frame vernacular residences with Craftsman features are more

common. Furthermore, this structure's frontage in particular appears to be fairly well preserved and retain its original details, despite the reorientation of the porch walk-up.

(3) The difficulty or impossibility of reproducing such a building because of its design, texture, material, detail, or unique location.

The structure's living level is elevated roughly two feet, but would need to be raised to an estimated five or six feet to comply with modern FEMA requirements. This is likely to significantly affect the scale and design of a reconstructed residence as the distance of the existing structure from abutting property lines provides limited room to extend stairs and preserve existing relationships of the frontage with the sidewalk and alleyway. As this structure is outside the Coastal zone, it can be built with limited access to the living level above, preserving a form of front porch entrance on the northern or western sides, but due to enclosure limitations is unlikely to be permitted at both sides close to grade.

(4) Whether the building is one of the last remaining examples of its kind in the neighborhood or city.

Craftsman residences are one of the more common styles in Pass-A-Grille, although ones of this architectural integrity and degree of preservation are somewhat rarer. It is ultimately not one of the last remaining examples of this kind in the neighborhood, although there was significant damage throughout Pass-A-Grille resulting from the 2025 hurricanes and it is unclear how many will ultimately be selected to demolish.

(5) Whether reasonable measures can be taken to save the building.

The applicant states that repair costs are estimated to be \$273,000, which is greater than the value of the building. This is higher than the amount estimated by the County damage assessor, but that assessment still found damage to the structure to be substantial. Because of this, Staff does not find requiring the structure to be restored to be reasonable.

(6) Whether the building is capable of earning a reasonable economic return on its value and whether the perpetuation of the building, considering its physical condition, its location and the anticipated expense of rehabilitation would be economically feasible.

Staff finds the applicant's statement that the structure cannot earn a reasonable economic return due to its existing condition to be valid. The structure sustained clear and extensive damage.

Staff Recommendation:

With respect to the proposed demolition, the Historic Preservation Board cannot deny such demolition. However, stays of up to 30 days can be imposed to allow for consideration of preservation incentives.

Staff supports the request to demolish the building without a stay. The structure has sustained substantial damage and Staff finds it unreasonable to require the applicant to restore the structure given the extent of disrepair. The applicant plans and has made partial application to develop a new residence on the site.

Staff has performed a preliminary review of the applicant's new structure, which is not proposed for review under this application, and finds that the structure retains both existing dwelling units in one structure but seeks to be developed with a greater living square footage. Under both current language and pending amendments to the Pass-A-Grille Overlay District standards, the living square footage of

redeveloped structures must be the same or less compared with existing. Staff seeks acknowledgement from the applicant that they will either comply with this requirement, or will be eliminating the second dwelling unit.

Staff recommendation:

Upon applicant acknowledgement that the draft design plans show a redeveloped structure that is larger than the Land Development Code permits, and upon explanation of how that will be addressed:

Staff recommends APPROVAL of the Certificate of Appropriateness for Demolition of the structure at 108 20th Ave.



Application for Certificate of Appropriateness

25037

Owner Name & Address

Representative Name & Address

WALTER SOWA JR

211 PASADENA AVE., N. #209

ST. PETERS BURG, FL 33706

Email: WALTER_SOWA@hotmail.com

Phone

727-360-9547 Home

Phone

251-0984 Cell

Property Address and Legal Description

108 20TH AVE. ST. PETE BEACH, FL 33706

PHILLIPS DIVISION REV MAP BLK A LOT 99

Is the property part of a previously approved development proposal?

☐ Yes

☒ No

If yes, provide the case number

TYPE OF ACTIVITY

New Construction

Addition

Demolition

Rehabilitation

Relocation

X

1. Explain what changes will be made and how they will be accomplished. Submit detailed plans and elevation drawings and specifications to support the written description. Include drawings of all four elevations.

N.A

✓ 2. Attach photos and a survey of the existing property.

3. Please describe proposed building materials and manufacturers of materials. Attach product brochure(s) if available.

N.A.

Please address the specific criteria in Section 28 of the Land Development Code (LDC) with respect to the applicant's specific request. (Add additional sheets as necessary.)

LDC Section 28.8, Certificate of appropriateness required; criteria for issuance; application requirements, states that the criteria for issuance of a certificate of appropriateness shall be the U.S. Secretary of the Interior's Standards for Rehabilitation. Please describe your project with respect to the Secretary of Interior Standards which are as follows:

- 1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.**

N.A.

- 2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.**

N.A.

- 3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.**

N.A.

4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.

N.A.

5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.

N.A.

6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

N.A.

7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

N.A.

8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

N.A.

9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

N.A.

10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

N.A.

LDC Section 28.18 - Additions and modern equipment, prescribe additional considerations for additions to locally-designated historic structures. Approvals granted in excess of these standards must be accompanied by a specific finding of fact which determines that such approval does not jeopardize the suitability of the sites and structures involved for continued designation as historic resources and that such approvals do not violate the applicable standards of any National Register designation or other requirement under this division.

1. **Additions shall use the same or compatible architectural style and materials as the main building. Paint colors should match the colors of the original structure.**

N. A.

2. **Additions shall not overpower the original structure, the scale and massing of additions to the original structure shall be secondary thereto, and the new portion of the structure shall be distinguishable from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.**

N. A.

3. **Additions shall be attached to the rear and/or to the side of the original structure.**

N. A.

4. **Modern equipment and amenities, such as air conditioning, shall be concealed from sight by placing them as far as possible from the street and to the rear of the original structure.**

N. A.

Please give an overview of the proposed work on the following systems.

(Example: Windows-Jeldwen "Tradition Plus" wood clad, double hung, 2/2 divided lite)

Exterior Material/Siding	N. A
Windows	N. A
Doors	N. A
Roofing	N. A
Entrances/Porches	N. A

Owner Attestation: The information on this application represents an accurate description of the proposed work and the undersigned has omitted nothing which might affect the decision of the Historic Preservation Board. The undersigned hereby certifies that the project described in this application, as detailed by plans and specifications enclosed, will be constructed in exact accordance with aforesaid plans and specifications. It is understood that approval of this application by the Historic Preservation Board in no way constitutes approval of building permit or other required City permit approvals.


 Owner/Applicant Signature

3/11/2025
 Date

LDC Section 28.11 – Demolition permits, provide criteria for issuance of a building permit for demolition of a structure deemed contributing to a City historic district, or individually listed on the City's local historic registry. Requests for demolition cannot be denied but can be stayed up to 30 days for contributing properties or up to 90 days for locally-designated properties to consider alternatives. In addition to the criteria evaluated by the Historic Preservation Board in the consideration of these requests, the applicant should provide answers to the following:

1. Whether reasonable measures can be taken to save the building;

NO

REPAIR COSTS ARE ESTIMATED @ \$273,000 WHICH IS 130% OF THE BUILDING'S PRE-STORM FAIR MARKET VALUE

2. Whether the building is capable of earning a reasonable economic return on its value and whether the perpetuation of the building, considering its physical condition, its location and the anticipated expense of rehabilitation would be economically feasible.

N/A.

IT CANNOT BECAUSE TO RESTORE THE BUILDING TO HABITABILITY WOULD REQUIRE \$273,000 WHICH EXCEEDS THE FAIR MARKET VALUE OF THE BUILDING ITSELF. THE CRAWL SPACE UNDER THE MAIN BUILDING PRECLUDES ITS EFFECTIVE RESTORATION TO MITIGATE FUTURE FLOODWATER EVENTS, LOCAL PREVENTS REPAIR.



155 Corey Avenue St. Pete Beach, FL 33706 www.stpetebeach.org

SUBSTANTIAL DAMAGE RESIDENTIAL

Date: 11/21/2024

Permit #: 2403077

Access Code: 4321

Property Owner: SOWA, WALTER JR SOWA, ARISTEIA F

Property Address: 108 20TH AVE

RE: Notice of Substantial Damage Determination and Resources for Property Owners

Dear SOWA, WALTER JR SOWA, ARISTEIA F:

I hope this letter finds you safe as we recover from two major hurricanes. We recognize how overwhelming this situation can be, and we are here to support you through this difficult time. We want to provide you with important information to help guide you through the next steps in your recovery process.

We are contacting you because the structure at **108 20TH AVE** has been determined to be substantially damaged by the weather events associated with Hurricanes Helene and Milton, estimated to be **78%** of the structure's value.

If you believe this assessment does not accurately reflect the damage to your structure, please review appeal information on the next page of this letter.

"Substantially damaged" as defined in Section 3.10 in the City of St. Pete Beach Land Development Code means that the estimated cost to repair a home in a flood hazard area is more than 50% of its current market value (excluding land value). Substantial damage determinations are based on observations and certain sources of public data to provide estimated costs of damages which may not reflect actual repair costs.

Based on this determination, the structure must be brought into compliance with all applicable Florida Building Codes, applicable City of St. Pete Beach Land Development Code and floodplain management regulations. Following these regulations qualifies our community for flood insurance through the National Flood Insurance Program. It also qualifies us for certain grants and disaster assistance which may become available for homeowners like you. Most importantly, these standards make sure your structure is safe from future flooding events.

While you do not have to vacate your structure immediately, a response is required within 60 days of receipt of this letter. With this determination, your options may include the following, subject to zoning use, density and dimensional regulations:

1. Elevate and repair your structure - The repaired structure must meet safety requirements and be elevated to or above the required elevation.
2. Demolish the existing structure and build a new elevated FEMA and Florida Building Code (FBC) compliant structure.
3. Relocate your structure to a location outside of the flood hazard area if it meets required wind loads and other requirements.
4. Abandon lower living level and build above.
5. Relocate to a new home and remove the damaged structure from the property.
6. If your structure was placed on the City's local historic registry after September 2005 and is either a contributing property in the Pass-a-Grille National Register Historic District or has a prepared Florida

Master Site File prepared, you may be eligible to request:

- A substantial improvement or damage exception for entirely interior repair work, **or**
- A substantial improvement or damage variance for repairs involving significant exterior work.

When exterior repairs of a locally designated historic structure are required, please contact St. Pete Beach's Planning Department at planning@stpetebeach.org to discuss options. Prior to undertaking an exception of variance, Staff recommends contacting your insurer to discuss potential impacts to your rates. Please also note that any historic resource for which an exception has been applied must remain on the local historic registry for its lifetime. Contact the Planning Department with any questions relating to historic designation.

If you believe the determination is not accurate, you can appeal the determination within 60 days from receipt of this SD letter through the submission of the completed appeal form and additional information which may include, but not limited to the following:

- Completed Substantial Improvement/Substantial Damage Review Package (formerly, FEMA Packet).
- Actual Cash Value (ACV) appraisal by licensed Appraiser (dated after 9/23/2023).
- Pre-Storm Building Value Reconsideration from the Pinellas County Property Appraiser (PCPAO) documentation.
- Photographs documenting the interior and exterior damage from Hurricane Helene and/or Hurricane Milton.

For additional information regarding the appeal process and submittal requirements, please email sdappeal@stpetebeach.org.

As you consider your options, please visit the City of St. Pete Beach main web page, www.stpetebeach.org, for resources to help you through the decision-making process and the most current hurricane repair and rebuild information, including the appeal process. For general questions related to permitting, please email permits@stpetebeach.org. I understand these are extremely hard times and residents and businesses are facing difficult decisions, staff are here to assist you.

Sincerely,

Luke Curtis



Building Official/Floodplain Administrator

JOB NO.: 241332		MURPHY'S LAND SURVEYING, INC. PROFESSIONAL LAND SURVEYORS 5760 11TH AVENUE NORTH ST. PETERSBURG, FLORIDA 33710 WWW.MURPHYSLANDSURVEYING.COM	L.B. #7410
DRAWN BY: MRB	CHECKED BY: EDM		PH. (727) 347-8740
DATE OF FIELD WORK: 11/19/2024			FAX (727) 344-4840

CERTIFIED TO: Walter Sowa Jr.

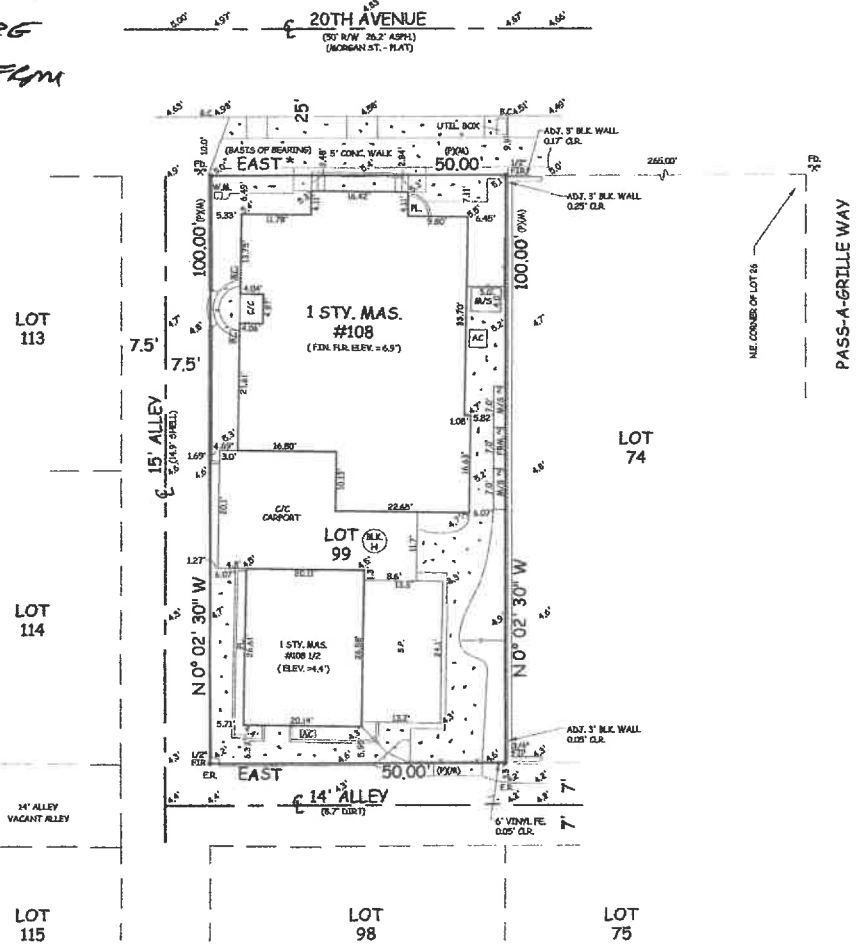
SCALE: 1" = 20'

Survey not valid for more than one (1) year from date of field work.

SEC. 19 TWP. 32 S. RGE. 16 E.

NOTES:
 6.5' = ELEVATIONS
 ELEVATIONS BASED ON PINELLAS COUNTY
 ENGINEERING DEPARTMENT BENCHMARK #173-6442-TIDAL 2"
 N.A.V.D. 1985 ELEV. = 9.22'

BOTH DWELLINGS AND
 ALL IMPROVEMENTS ARE
 BEING REMOVED FROM
 THE LOT



Edward D. Murphy
 Digitally signed by Edward D. Murphy
 Date: 2024.12.02 14:34:52 -05'00'



A BOUNDARY AND TOPOGRAPHY SURVEY OF: Lot 99, Block H, PHILLIPS DIVISION OF PASS-A-GRILLE CITY, as recorded in Plat Book 4, Page 26 of the Public Records of Pinellas County, Florida.

According to the maps prepared by the U.S. Department of Homeland Security, this property appears to be located in
 Flood zone: AE Comm. Panel No.: 125149 0278 H Map Date: 8/24/2021 Base Flood Elev.: 9.0'

FOR THE EXCLUSIVE USE OF THE HEREON PARTY(IES), I HEREBY CERTIFY TO ITS ACCURACY (EXCEPT SUCH EASEMENTS, IF ANY, THAT MAY BE LOCATED BELOW THE SURFACE OF THE LANDS, OR ON THE SURFACE OF THE LANDS AND NOT VISIBLE) AND THAT THE SURVEY REPRESENTED HEREON MEETS THE MINIMUM REQUIREMENTS OF CHAPTER 54-17, FLORIDA ADMINISTRATIVE CODE TO THE BEST OF MY KNOWLEDGE AND BELIEF. UNDERGROUND FOUNDATIONS AND/OR IMPROVEMENTS, IF ANY, ARE NOT SHOWN UNLESS THEY RESTRICTED AFFECTING THIS PROPERTY MAY EXIST IN THE PUBLIC RECORDS OF THIS COUNTY. (THIS SURVEY HAS BEEN DONE WITHOUT THE BENEFIT OF REVIEWING A CURRENT TITLE SEARCH). SURVEY NOT VALID FOR MORE THAN ONE (1) YEAR FROM DATE OF FIELD WORK AND NOT VALID UNLESS EMBOSSED WITH SURVEYOR'S SEAL. BEARINGS SHOWN ARE BASED ON PLAT, UNLESS OTHERWISE NOTED.

* BEARINGS SHOWN ARE ASSUMED

LEGEND: F.I.P. - FOUND IRON PIPE F.C.M. - FOUND CONCRETE MONUMENT F.I.R. - FOUND IRON ROD S.I.P. - SET IRON ROD 1/2" DIA #2410 P.A.C. - POINT OF ANGLE CURVATURE P.C.C. - POINT OF COMPOUND CURVATURE F.M. ELEV. - FINISHED FLOOR ELEVATION P.R.M. - PERMANENT REFERENCE MONUMENT N.A.V.D. - NORTH AMERICAN VERTICAL DATUM OF 1988	F.D. - FOUND R.A.D. - RAIL AND DISK P.O.L. - POINT ON LINE P.C. - POINT OF CURVATURE P.T. - POINT OF TANGENCY P.I. - POINT OF INTERSECTION F.C. - FENCE F.E. - FENCE C.L.F. - CHAIN LINK FENCE A.A. - ADJACENT	R. - RADIUS A. - ARC C. - CHORD R.W. - RIGHT OF WAY B. - BARRIER M.A. - MANSUET P.R.M. - PERMANENT G.L. - GRATE INLET C.B. - CATCH BASIN F.A. - FIRE HYDRANT	M.S. - METAL SHED A.L.M. - ALUMINUM W.H. - WINTER HEATER P.B. - PATIO HEATER C.P. - CARPORT P.L. - PLANTER B.G. - BACK OF CURB E.P. - EDGE OF PAVEMENT E.R. - EDGE OF ROAD E.O.W. - EDGE OF WATER T.O.B. - TOP OF BANK	W.W. - WIND WALL C. - CENTERLINE R.W. - RIGHT OF WAY P. - PLAT C. - CALCULATION C. - USED M. - MEASURED N. - NORTH S. - SOUTH E. - EAST W. - WEST	E.S.T. - EASEMENT S.H. - SHEDDLE C.C. - CONCRETE C.L. - CLEAR C.C. - COLUMN W.D. - WOOD S.B. - BLOCK R.W. - CEANWALL A.S.P. - ASPHALT U.T. - UTILITY D.R. - DRAINAGE	O.H. - OVERHEAD G.A. - GARAGE C.W. - COVERED WOOD C.P. - COVERED PATIO STONE C.C. - COVERED CONCRETE A.C. - AIR CONDITIONER S.P. - SCREENED PORCH A.P. - OVERHEAD POWER LINES T.T. - OVERHEAD TELEPHONE LINES P.P. - POWER POLE L.P. - LIGHT POLE
--	---	---	--	---	--	---

10820TH AVE DEMO PERMIT 2502080



108 24TH AVE
DEMO PERMIT
2502080



108 20TH AVE
DEM PERMI
2502080



108 28TH AVE
DORM PERMI
2502080



108 26TH AVE
DEMO PERM
2502080



108 26 AGE
DEM PERMIT
2502080

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

OMB Control No. 1660-0008
Expiration Date: 06/30/2026

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A – PROPERTY INFORMATION		FOR INSURANCE COMPANY USE
A1. Building Owner's Name: <u>Walter Sowa Jr.</u>		Policy Number: _____
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: <u>108 20th Avenue</u>		Company NAIC Number: _____
City: <u>St. Pete Beach</u> State: <u>FL</u> ZIP Code: <u>33706</u>		
A3. Property Description (e.g., Lot and Block Numbers or Legal Description) and/or Tax Parcel Number: <u>Lot 99, Block H, Phillips Division of Pass-A-Grille City</u>		
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.): <u>Residential</u>		
A5. Latitude/Longitude: Lat. <u>27.696354</u> Long. <u>-82.736821</u> Horiz. Datum: ☐ NAD 1927 ☒ NAD 1983 ☐ WGS 84		
A6. Attach at least two and when possible four clear color photographs (one for each side) of the building (see Form pages 7 and 8).		
A7. Building Diagram Number: <u>8</u>		
A8. For a building with a crawlspace or enclosure(s):		
a) Square footage of crawlspace or enclosure(s): <u>1824.8</u> sq. ft.		
b) Is there at least one permanent flood opening on two different sides of each enclosed area? ☒ Yes ☐ No ☐ N/A		
c) Enter number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade: Non-engineered flood openings: <u>6</u> Engineered flood openings: <u>0</u>		
d) Total net open area of non-engineered flood openings in A8.c: <u>2732.2</u> sq. in.		
e) Total rated area of engineered flood openings in A8.c (attach documentation – see Instructions): <u>N/A</u> sq. ft.		
f) Sum of A8.d and A8.e rated area (if applicable – see Instructions): <u>N/A</u> sq. ft.		
A9. For a building with an attached garage:		
a) Square footage of attached garage: <u>N/A</u> sq. ft.		
b) Is there at least one permanent flood opening on two different sides of the attached garage? ☐ Yes ☐ No ☒ N/A		
c) Enter number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade: Non-engineered flood openings: <u>N/A</u> Engineered flood openings: <u>N/A</u>		
d) Total net open area of non-engineered flood openings in A9.c: <u>N/A</u> sq. in.		
e) Total rated area of engineered flood openings in A9.c (attach documentation – see Instructions): <u>N/A</u> sq. ft.		
f) Sum of A9.d and A9.e rated area (if applicable – see Instructions): <u>N/A</u> sq. ft.		
SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION		
B1.a. NFIP Community Name: <u>St Pete Beach</u>		B1.b. NFIP Community Identification Number: <u>125149</u>
B2. County Name: <u>Pinellas</u>	B3. State: <u>FL</u>	B4. Map/Panel No.: <u>12103C 0278</u> B5. Suffix: <u>H</u>
B6. FIRM Index Date: <u>08/24/2021</u>		B7. FIRM Panel Effective/Revised Date: <u>08/24/2021</u>
B8. Flood Zone(s): <u>AE</u>		B9. Base Flood Elevation(s) (BFE) (Zone AO, use Base Flood Depth): <u>9.0'</u>
B10. Indicate the source of the BFE data or Base Flood Depth entered in Item B9: ☐ FIS ☒ FIRM ☐ Community Determined ☐ Other: _____		
B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source: _____		
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☒ No Designation Date: _____ ☐ CBRS ☐ OPA		
B13. Is the building located seaward of the Limit of Moderate Wave Action (LiMWA)? ☐ Yes ☒ No		

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:

108 20th Avenue

City: St. Pete Beach

State: FL

ZIP Code: 33706

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☒ Finished Construction

*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, AO, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO, A99. Complete Items C2.a–h below according to the Building Diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: 872-6442-Tidal-2

Vertical Datum: NAVD 1988

Indicate elevation datum used for the elevations in items a) through h) below.

☐ NGVD 1929 ☒ NAVD 1988 ☐ Other: _____

Datum used for building elevations must be the same as that used for the BFE. Conversion factor used?

☐ Yes ☒ No

If Yes, describe the source of the conversion factor in the Section D Comments area.

Check the measurement used:

a) Top of bottom floor (including basement, crawlspace, or enclosure floor):

5.3

☒ feet ☐ meters

b) Top of the next higher floor (see Instructions):

6.9

☒ feet ☐ meters

c) Bottom of the lowest horizontal structural member (see Instructions):

N/A

☒ feet ☐ meters

d) Attached garage (top of slab):

N/A

☒ feet ☐ meters

e) Lowest elevation of Machinery and Equipment (M&E) servicing the building (describe type of M&E and location in Section D Comments area):

6.7

☒ feet ☐ meters

f) Lowest Adjacent Grade (LAG) next to building: ☐ Natural ☒ Finished

4.7

☒ feet ☐ meters

g) Highest Adjacent Grade (HAG) next to building: ☐ Natural ☒ Finished

5.4

☒ feet ☐ meters

h) Finished LAG at lowest elevation of attached deck or stairs, including structural support:

5.3

☐ feet ☐ meters

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by state law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

Were latitude and longitude in Section A provided by a licensed land surveyor? ☒ Yes ☐ No

☐ Check here if attachments and describe in the Comments area.

Certifier's Name: Edward D. Murphy

License Number: #5333

Title: Professional Land Surveyor

Company Name: Murphy's Land Surveying, Inc.

Address: 5760 11th Ave N.

City: St. Petersburg

State: FL

ZIP Code: 33710

Telephone: (727) 347-8740

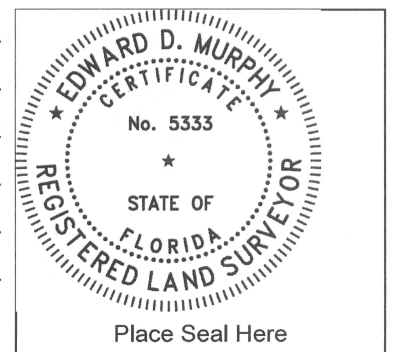
Ext.: _____

Email: murphyslandsurveying@gmail.com

Signature: Edward D. Murphy

Digitally signed by Edward D. Murphy
Date: 2024.12.02 14:31:39 -05'00'

Date: 12/02/2024



Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including source of conversion factor in C2; type of equipment and location per C2.e; and description of any attachments):

Section C2e = A/C, located on East side of building

Longitude and Latitude determined by FEMA Flood Map Service Center

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:

108 20th Avenue

City: St. Pete Beach

State: FL

ZIP Code: 33706

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

SECTION E – BUILDING MEASUREMENT INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO, ZONE AR/AO, AND ZONE A (WITHOUT BFE)

For Zones AO, AR/AO, and A (without BFE), complete Items E1–E5. For Items E1–E4, use natural grade, if available. If the Certificate is intended to support a Letter of Map Change request, complete Sections A, B, and C. Check the measurement used. In Puerto Rico only, enter meters.

Building measurements are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction

*A new Elevation Certificate will be required when construction of the building is complete.

E1. Provide measurements (C.2.a in applicable Building Diagram) for the following and check the appropriate boxes to show whether the measurement is above or below the natural HAG and the LAG.

a) Top of bottom floor (including basement, crawlspace, or enclosure) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (C2.b in applicable Building Diagram) of the building is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E3. Attached garage (top of slab) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without BFE) or Zone AO must sign here. *The statements in Sections A, B, and E are correct to the best of my knowledge*

☐ Check here if attachments and describe in the Comments area.

Property Owner or Owner's Authorized Representative Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Telephone: _____ Ext.: _____ Email: _____

Signature: _____ Date: _____

Comments:

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:

108 20th Avenue

City: St. Pete Beach

State: FL

ZIP Code: 33706

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

SECTION G – COMMUNITY INFORMATION (RECOMMENDED FOR COMMUNITY OFFICIAL COMPLETION)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Section A, B, C, E, G, or H of this Elevation Certificate. Complete the applicable item(s) and sign below when:

- G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by state law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2.a. ☐ A local official completed Section E for a building located in Zone A (without a BFE), Zone AO, or Zone AR/AO, or when item E5 is completed for a building located in Zone AO.
- G2.b. ☐ A local official completed Section H for insurance purposes.
- G3. ☐ In the Comments area of Section G, the local official describes specific corrections to the information in Sections A, B, E and H.
- G4. ☐ The following information (Items G5–G11) is provided for community floodplain management purposes.
- G5. Permit Number: _____ G6. Date Permit Issued: _____
- G7. Date Certificate of Compliance/Occupancy Issued: _____
- G8. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement
- G9.a. Elevation of as-built lowest floor (including basement) of the building: _____ ☐ feet ☐ meters Datum: _____
- G9.b. Elevation of bottom of as-built lowest horizontal structural member: _____ ☐ feet ☐ meters Datum: _____
- G10.a. BFE (or depth in Zone AO) of flooding at the building site: _____ ☐ feet ☐ meters Datum: _____
- G10.b. Community's minimum elevation (or depth in Zone AO) requirement for the lowest floor or lowest horizontal structural member: _____ ☐ feet ☐ meters Datum: _____
- G11. Variance issued? ☐ Yes ☐ No If yes, attach documentation and describe in the Comments area.

The local official who provides information in Section G must sign here. *I have completed the information in Section G and certify that it is correct to the best of my knowledge. If applicable, I have also provided specific corrections in the Comments area of this section.*

Local Official's Name: _____ Title: _____

NFIP Community Name: _____

Telephone: _____ Ext.: _____ Email: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Signature: _____ Date: _____

Comments (including type of equipment and location, per C2.e; description of any attachments; and corrections to specific information in Sections A, B, D, E, or H):

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:

108 20th Avenue

City: St. Pete Beach

State: FL

ZIP Code: 33706

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

SECTION H – BUILDING'S FIRST FLOOR HEIGHT INFORMATION FOR ALL ZONES (SURVEY NOT REQUIRED) (FOR INSURANCE PURPOSES ONLY)

The property owner, owner's authorized representative, or local floodplain management official may complete Section H for all flood zones to determine the building's first floor height for insurance purposes. Sections A, B, and I must also be completed. Enter heights to the nearest tenth of a foot (nearest tenth of a meter in Puerto Rico). **Reference the Foundation Type Diagrams (at the end of Section H Instructions) and the appropriate Building Diagrams (at the end of Section I Instructions) to complete this section.**

H1. Provide the height of the top of the floor (as indicated in Foundation Type Diagrams) above the Lowest Adjacent Grade (LAG):

a) **For Building Diagrams 1A, 1B, 3, and 5–8.** Top of bottom _____ ☐ feet ☐ meters ☐ above the LAG
floor (include above-grade floors only for buildings with
crawlspaces or enclosure floors) is:

b) **For Building Diagrams 2A, 2B, 4, and 6–9.** Top of next _____ ☐ feet ☐ meters ☐ above the LAG
higher floor (i.e., the floor above basement, crawlspace, or
enclosure floor) is:

H2. Is **all** Machinery and Equipment servicing the building (as listed in Item H2 instructions) elevated to or above the floor indicated by the H2 arrow (shown in the Foundation Type Diagrams at end of Section H instructions) for the appropriate Building Diagram?

☐ Yes ☐ No

SECTION I – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and H must sign here. *The statements in Sections A, B, and H are correct to the best of my knowledge.* **Note:** If the local floodplain management official completed Section H, they should indicate in Item G2.b and sign Section G.

☐ Check here if attachments are provided (including required photos) and describe each attachment in the Comments area.

Property Owner or Owner's Authorized Representative Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Telephone: _____ Ext.: _____ Email: _____

Signature: _____ Date: _____

Comments:

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

BUILDING PHOTOGRAPHS

See Instructions for Item A6.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
108 20th Avenue

City: St. Pete Beach State: FL ZIP Code: 33706

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

Instructions: Insert below at least two and when possible four photographs showing each side of the building (for example, may only be able to take front and back pictures of townhouses/rowhouses). Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." Photographs must show the foundation. When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.



Photo One Caption: FRONT VIEW

Clear Photo One

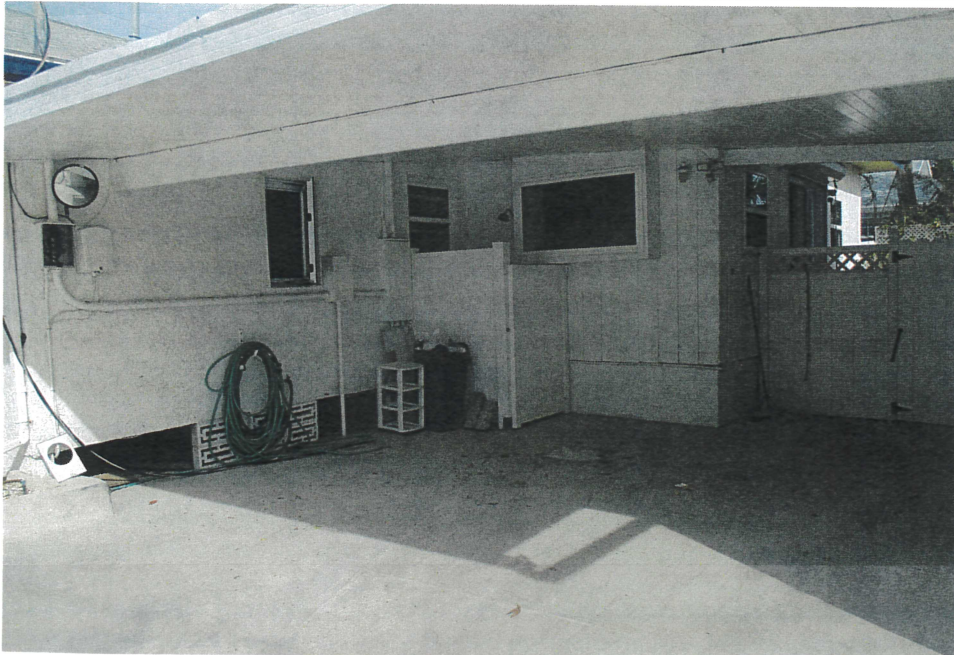


Photo Two Caption: REAR VIEW

Clear Photo Two

ELEVATION CERTIFICATE
IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11
BUILDING PHOTOGRAPHS

Continuation Page

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
108 20th Avenue

City: St. Pete Beach State: FL ZIP Code: 33706

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

Insert the third and fourth photographs below. Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.



Photo Three Caption: SIDE VIEW

Clear Photo Three

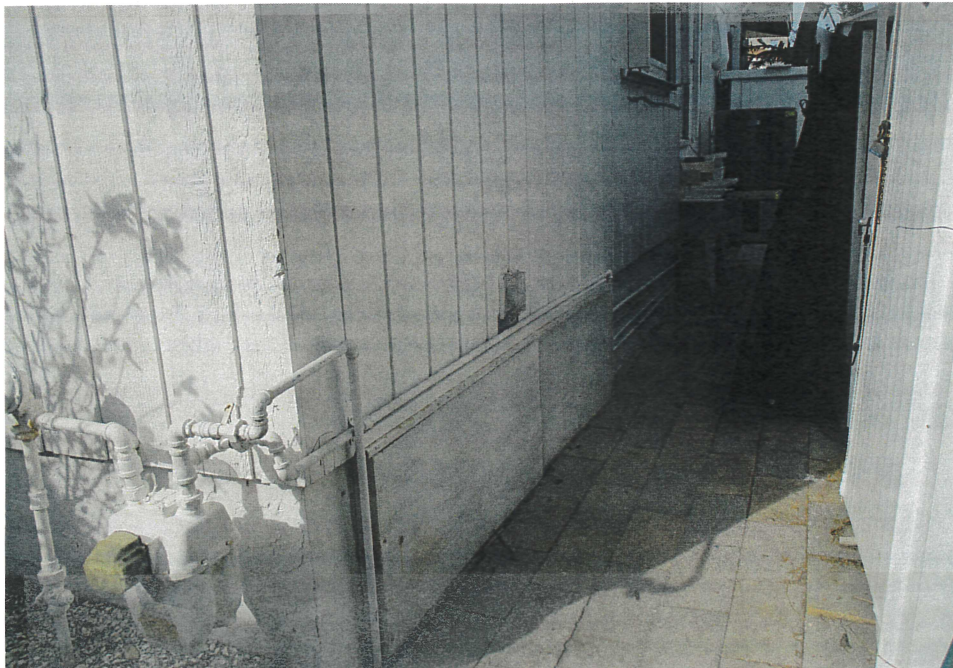
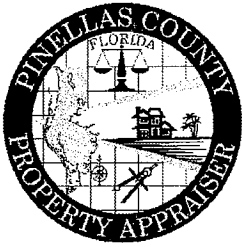


Photo Four Caption: SIDE VIEW

Clear Photo Four



MIKE TWITTY, MAI, CFA
Pinellas County Property Appraiser

www.pcpao.gov

mike@pcpao.gov

SOWA, WALTER JR
SOWA, ARISTEIA F
108 20TH AVE
ST PETE BEACH, FL 33706-4102

21 Oct 2024

RE: 18-32-16-68634-008-0990 Situs: 108 20TH AVE

Windstorm Loss Mitigation (WLM)

Florida Statute 553.844: "Windstorm loss mitigation; requirements for roofs and opening protection," requires the use of "Just Value", as determined by the Property Appraiser's office for Ad Valorem taxation purposes.

For the referenced parcel, the values are: Structure(s): \$179,411; Extra Features: \$2,612; and Land: \$1,083,252. Extra Feature values include improvements such as screen porches, patios, pools, fireplaces, decks and docks, etc.

Federal Emergency Management (FEMA) "50% Rule"

FEMA Substantial Improvement/Damage determinations require the use of "Just Value", developed by the Property Appraiser's office for Ad Valorem taxation purposes, be adjusted to approximate market value. This is accomplished in our office by dividing the Just Value of the structure by 0.85. This yields the following values: Structure(s): \$211,072; Extra Features: \$3,073; and Land: \$1,274,414.

The preceding value allocation to the structure would allow improvements not to exceed \$105,535 based on the "50% Rule".

If you disagree with the Property Appraiser's valuation of the structure, you may engage an independent real estate appraiser, state-certified by the State of Florida, to appraise the depreciated value of the structure (building). The Building Official within the property's jurisdiction will review and if approved, the depreciated value of the structure (building) may be used in lieu of the Pinellas County Property Appraiser's value estimate.

Please visit [https://www.pinellascounty.org/flooding/sd si 50.htm](https://www.pinellascounty.org/flooding/sd_si_50.htm) for more information regarding the FEMA "50% Rule".

Value Use Limitations

The above values are effective for the 2024 Preliminary Property Tax Roll as of the date of this letter and does not include the value of any improvements completed after January 1st of 2024. This information is provided solely for the purposes stated above. It is invalid for any other purpose.

Allcat Claims Service
A USAA Service Provider
PO BOX 33490
San Antonio, TX 78265
(210) 531-8722
1/6/2025

Insured: Walter & Aristeia Sowa
Property: 108 20th Ave
St Petersburg B, FL 33706
Home: 108 20TH AVE
ST PETE BEACH, FL 33706-4102

Cell: (727) 251-0984
E-mail: walter_sowa@hotmail.com

Claim Rep.: James D. Massey
Business: 16 Cascade Caverns Rd
Boerne, TX 78015

Business: (866) 625-5228

Estimator: James D. Massey
Business: 16 Cascade Caverns Rd
Boerne, TX 78015

Business: (866) 625-5228

Business: 16 Cascade Caverns Rd
Boerne, TX 78015

Business: (866) 625-5228

Member Number: 000633637

Policy Number: 000633637-0F

L/R Number: 801

Type of Loss: Water-Flood

Cause of Loss: Other

Insurance Company: USAA GENERAL INDEMNITY COMPANY

Coverage	Deductible	Policy Limit
Building	\$10,000.00	\$250,000.00
Property Protected - Building	\$0.00	Shared with Building
Property Removed - Building	\$0.00	Shared with Building
Detached Garage	\$0.00	Shared with Building
Personal Property	\$10,000.00	\$100,000.00
Property Removed - Personal Property	\$0.00	Shared with Personal Property
ICC	\$0.00	Shared with Building
Betterments and Improvements	\$0.00	Shared with Personal Property
Debris Removal - Building	\$0.00	Shared with Building
Condominium Loss Assessment	\$0.00	Shared with Building
Property Protected - Personal Property	\$0.00	Shared with Personal Property
Debris Removal - Personal Property	\$0.00	Shared with Personal Property

Date Contacted: 9/30/2024 4:00 PM

Date of Loss: 9/25/2024 8:01 PM

Date Inspected: 10/4/2024 11:00 AM

Date Est. Completed: 1/6/2025 8:45 PM

Date Received: 9/29/2024 8:20 AM

Date Entered: 9/29/2024 3:46 PM

Allcat Claims Service

Walter & Aristeia Sowa

1/6/2025

Page: 2

Price List: FLSP8X_DEC24
Restoration/Service/Remodel

Summary for Building

Line Item Total	233,290.85
Material Sales Tax	6,809.45
Subtotal	240,100.30
Overhead	16,589.35
Profit	16,589.35
Replacement Cost Value	\$273,279.00
Less Depreciation	(18,862.78)
Actual Cash Value	\$254,416.22
Less Deductible	(10,000.00)
Net Claim	\$244,416.22
Total Depreciation	18,862.78
Less Non-Recoverable Depreciation	<1,436.54>
Less Residual Amount Over Limit(s)	(11,842.46)
Total Recoverable Depreciation	5,583.78
Net Claim if Depreciation is Recovered	\$250,000.00

James D. Massey

CERTIFIED TO: Walter Sowa Jr.

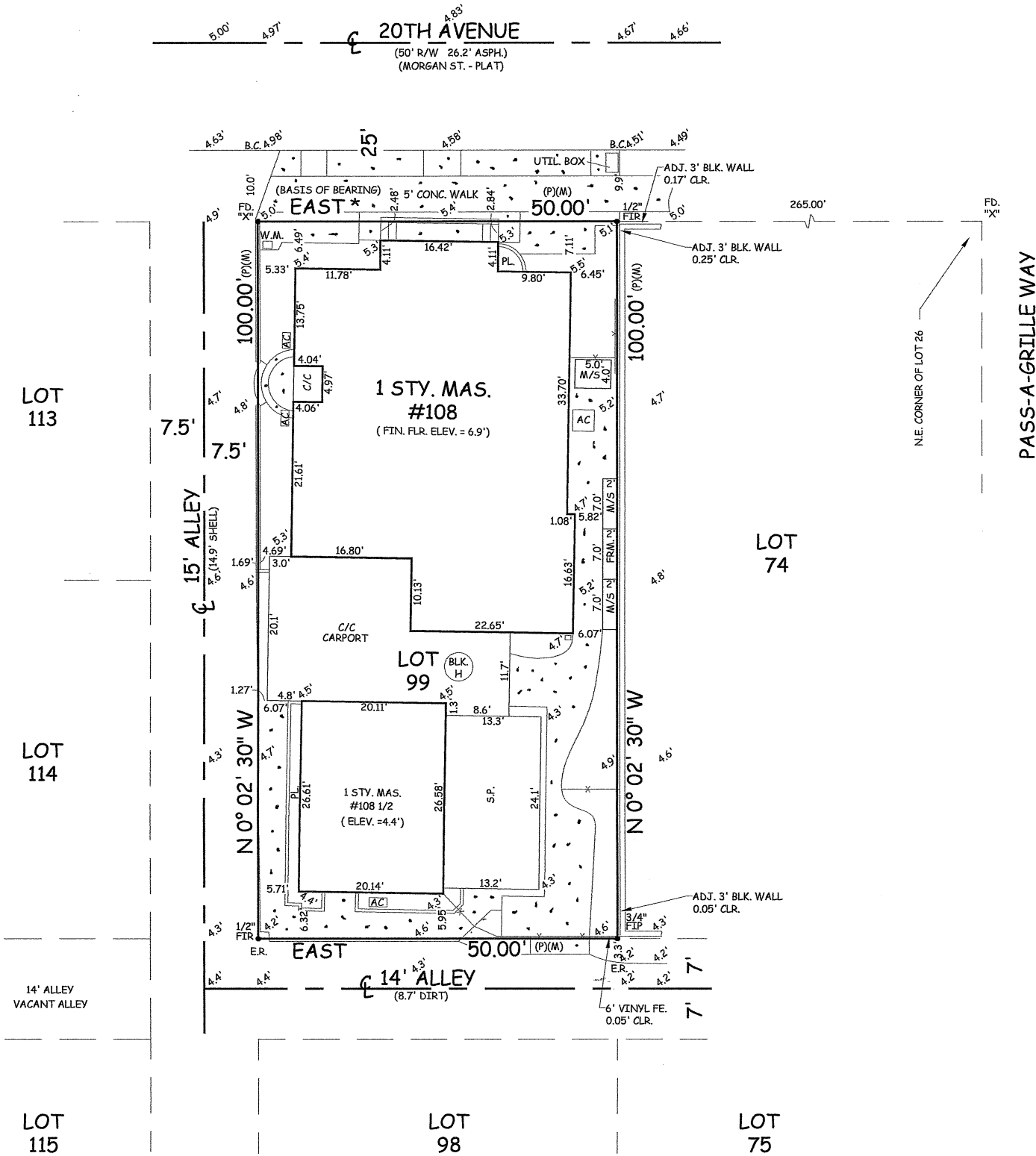
SCALE: 1" = 20'

Survey not valid for more than one (1) year from date of field work.

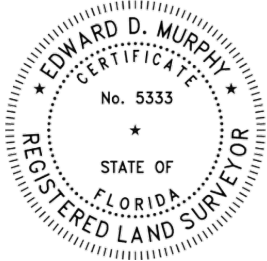
SEC. 19 TWP. 32 S. RGE. 16 E.

NOTES:
5.00' = ELEVATIONS
ELEVATIONS BASED ON PINELLAS COUNTY
ENGINEERING DEPARTMENT BENCHMARK "672-6442-TIDAL 2"
N.A.V.D. 1988 ELEV. = 5.22'

NORTH (ASSUMED)



Edward D. Murphy
Digitally signed by Edward D. Murphy
Date: 2024.12.02 14:34:52 -05'00'



A BOUNDARY AND TOPOGRAPHY SURVEY OF: Lot 99, Block H, PHILLIPS DIVISION OF PASS-A-GRILLE CITY, as recorded in Plat Book 4, Page 26 of the Public Records of Pinellas County, Florida.

According to the maps prepared by the U.S. Department of Homeland Security, this property appears to be located in
Flood zone: AE Comm. Panel No. : 125149 0278 H Map Date : 8/24/2021 Base Flood Elev : 9.0'

FOR THE EXCLUSIVE USE OF THE HEREON PARTY(IES), I HEREBY CERTIFY TO ITS ACCURACY (EXCEPT AS NOTED), THAT THE SURVEY REPRESENTED HEREON MEETS THE MINIMUM REQUIREMENTS OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE TO THE BEST OF MY KNOWLEDGE AND BELIEF. UNDERGROUND FOUNDATIONS AND/OR IMPROVEMENTS, IF ANY, ARE NOT SHOWN AND OTHER RESTRICTIONS AFFECTING THIS PROPERTY MAY EXIST IN THE PUBLIC RECORDS OF THIS COUNTY. (THIS SURVEY HAS BEEN DONE WITHOUT THE BENEFIT OF REVIEWING A CURRENT TITLE SEARCH). SURVEY NOT VALID FOR MORE THAN ONE YEAR FROM DATE OF FIELD WORK AND NOT VALID UNLESS EMBOSSED WITH SURVEYOR'S SEAL. BEARINGS SHOWN ARE BASED ON PLAT, UNLESS OTHERWISE NOTED.

★ BEARINGS SHOWN ARE ASSUMED

LEGEND: F.I.P. - FOUND IRON PIPE F.C.M. - FOUND CONCRETE MONUMENT F.I.R. - FOUND IRON ROD S.I.R. - SET IRON ROD 1/2" LB #7410 P.R.C. - POINT OF REVERSE CURVATURE P.C.C. - POINT OF COMPOUND CURVATURE FIN. FLR. - FINISHED FLOOR ELEVATION P.R.M. - PERMANENT REFERENCE MONUMENT N.A.V.D. - NORTH AMERICAN VERTICAL DATUM OF 1988	FD. - FOUND N.A.D. - NAIL AND DISK P.O.L. - POINT ON LINE P.C. - POINT OF CURVATURE P.T. - POINT OF TANGENCY P.I. - POINT OF INTERSECTION -X-X-X- - FENCE FE. - FENCE C.L.F. - CHAIN LINK FENCE -H-H- - ADJACENT FENCE ADJ. - ADJACENT	R. - RADIUS A. - ARC C. - CHORD Δ - DELTA R/W - RIGHT OF WAY # - NUMBER MAS. - MASONRY FRM. - FRAME G.I. - GRATE INLET C.B. - CATCH BASIN F.H. - FIRE HYDRANT	M/S - METAL SHED ALUM. - ALUMINUM W.H. - WATER HEATER P.S. - PATIO STONE C.P. - CARPORT PL. - PLANTER B.C. - BACK OF CURB E.P. - EDGE OF PAVEMENT E.R. - EDGE OF ROAD E.O.W. - EDGE OF WATER T.O.B. - TOP OF BANK	W/W - WING WALL C. - CENTERLINE R/W - RIGHT OF WAY (P) - PLAT (C) - CALCULATION (D) - DEED (M) - MEASURED N. - NORTH S. - SOUTH E. - EAST W. - WEST	ESMT. - EASEMENT M.H. - MANHOLE CONC. - CONCRETE CLR. - CLEAR COL. - COLUMN WD. - WOOD BLK. - BLOCK S/W - SEAWALL ASPH. - ASPHALT UTIL. - UTILITY DR. - DRAINAGE	O.H. - OVERHANG GAR. - GARAGE C/W. - COVERED WOOD C/P.S. - COVERED PATIO STONE C/C. - COVERED CONCRETE A/C. - AIR CONDITIONER S.P. - SCREENED PORCH -P-P- OVERHEAD POWER LINES -T-T- OVERHEAD TELEPHONE LINES P.P. - POWER POLE L.P. - LIGHT POLE
--	--	---	---	---	--	---

EDWARD D. MURPHY REG. P.L.S. # 5333

**HISTORIC PRESERVATION BOARD MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Recommendation of Ordinance 2025-08 to the City Commission

Action Request: Motion to recommend Ordinance 2025-08 to the City Commission.

Strategic Objective:

Date: April 3, 2025

Prepared By: Tara Salmieri
Brandon Berry, Senior Planner

Through: Laura Canary, Community Development Director

Summary of Issue: This version of the ordinance is largely identical to the version shared with the Historic Preservation Board in March 2025, with two notable changes:

- All height regulations have been removed from Section 40.14.
- The building height regulation in Section 40.8. has been amended to specify that 35 feet is to be measured from 35 feet above the required lowest floor elevation, which Staff understands from Board member communication to be the intent when the District was created in 2013. A modification to the general definition of "height" in the Land Development Code in 2015 resulted in all structures having that measurement taken from the Base Flood Elevation, which may have had the unintended consequence of allowing commercial structures along Eighth Avenue an additional four to seven feet of height when measured from grade. The definition in place prior to the modification started the measurement based on the "required flood elevation", which is undefined by FEMA and the Florida Building Code. Those structures currently permitted in the CRD-EA that are

required to be elevated above Base Flood Elevation plus one foot, such as standalone temporary lodging structures, will be permitted to continue to begin the height measurement at that height, provided that any story located more than 35 feet above grade be recessed at least ten feet from the frontage.

Funding: N/A

Attachments:

1. Ordinance 2025-08
2. Ordinance 2025-08 Exhibit A - Markup

ORDINANCE NO. 2025-08

AN ORDINANCE OF THE CITY OF ST. PETE BEACH AMENDING THE ST. PETE BEACH LAND DEVELOPMENT CODE DIVISION 40 – COMMUNITY REDEVELOPMENT DISTRICT – EIGHTH AVENUE (CRD-EA), SECTIONS 40.1. PURPOSE AND INTENT. AND 40.9. SETBACKS.; ADOPTING SECTIONS 40.13. ASSEMBLY OR LOT SPLIT OF A PARCEL(S), VACATION OF EASEMENTS OR RIGHT-OF-WAYS., 40.14. GENERAL BUILDING DESIGN, 40.15. DESIGN REVIEW AND REQUIRED DRAWINGS, AND 40.16. PASS-A-GRILLE HISTORIC OVERLAY DESIGN GUIDEBOOK; TO AMEND AND ADOPT DEVELOPMENT STANDARDS TO PRESERVE THE HISTORIC CHARACTER OF PASS-A-GRILLE’S EIGHTH AVENUE AND VICINITY AND INCREASE COMPATIBILITY OF NEW DEVELOPMENT WITH THAT CHARACTER; PROVIDING FOR SEVERABILITY, CODIFICATION AND SCRIVENER’S ERRORS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of St. Pete Beach supports preservation and protection of its historic neighborhoods.

WHEREAS, as Eighth Avenue is historic Pass-a-Grille’s main commercial corridor, which has numerous structures that are significant contributors to the historic character of the neighborhood and which itself has retained its neighborhood-level commercial function and appearance for over a century, the preservation of the scale, massing and uses of Eighth Avenue is essential to the historic district as a whole.

WHEREAS, these amendments modify the Community Redevelopment District – Eighth Avenue zoning standards passed in 2010 to solicit greater compatibility of new development with existing development and strengthen design requirements for new development.

WHEREAS, the Planning Board, sitting as the Local Planning Agency, reviewed these amendments on _____ and recommended them at a vote of ____ to ____ to the City Commission.

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

The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

SECTION 1. Recitals. The above recitals (“Whereas” clauses) are hereby adopted as legislative findings, purpose and intent of the City Commission.

SECTION 2. The Land Development Code Division 40 – COMMUNITY REDEVELOPMENT DISTRICT EIGHTH AVENUE (CRD-EA) is amended as shown in EXHIBIT A to this Ordinance.

SECTION 3. Codification. This Ordinance shall be codified in the Land Development Code of the City of St. Pete Beach.

SECTION 4. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance as they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. Scrivener’s Error. The City Attorney may correct scrivener’s errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

SECTION 7. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 8. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 9. Effective Date. This Ordinance shall take effect immediately upon adoption.

FIRST READING:	_____
PUBLISHED:	_____
SECOND READING:	_____
PUBLIC HEARING:	_____

The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

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

Adrian Petrila, Mayor

I, Amber LaRowe, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2025.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Ralf Brookes, City Attorney

The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

DIVISION 40 COMMUNITY REDEVELOPMENT DISTRICT—EIGHTH AVENUE (CRD-EA)¹

Sec. 40.1. Purpose and intent.

~~The CRD-EA district is intended to encourage and promote the continuance of the existing mixed-use development pattern and architectural aesthetic of the area, as well as encourage the infill of vacant or under-developed lots. The City recognizes that the CRD-EA was developed prior to the development of suburban zoning regulations and is intended to allow for structures that are considered contributing to the National Register Historic District to be considered conforming regarding base flood elevations and uses of property within the boundaries of the CRD-EA. The CRD-EA intends to ensure that new and redevelopment of any structures and uses shall be compatible with the scale and character of existing historic structures within the CRD-EA district.~~

(Ord. No. 2013-06, § 1(Exh. A), 1-22-13)

Sec. 40.2. Permitted principal uses and structures.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses in the CRD-EA district are as follows:

- (a) Residential uses as a component of a vertically mixed-use development;
- (b) Temporary Lodging;
- (c) Eating and drinking establishments, specialty food such as gourmet take out, catering, coffee shops, etc. and sit-down restaurants;
- (d) Offices;
- (e) Retail sales;
- (f) Private, specialized instruction, such as computer training, real estate courses, self-improvement classes, career training or fitness instruction;
- (g) Artist studios, art galleries, and museums;
- (h) Personal service businesses such as barbershops, beauty shops, tailoring, garment alteration and repair, shoe repair, dry cleaning drop-off and pick-up and other personal service uses similar in character and impact;
- (i) Vehicle for hire—limited to rental of bicycles and individual motorized vehicles such as segways, mopeds/scooters;
- (j) On-site parking facilities;

¹Editor's note(s)—Ord. No. 2013-06, § 1(Exh. A), adopted Jan. 22, 2013, repealed the former Div. 40, §§ 40.1—40.11, and enacted a new Div. 40 as set out herein. The former Div. 40 pertained to Community Redevelopment District—Eighth Avenue (CRD-EA) and derived from Ord. No. 2010-18, § 1(Exh. A), adopted 11-8-11.

-
- (k) Other uses similar in character, nature and impact to permitted uses listed above.

(Ord. No. 2013-06, § 1(Exh. A), 1-22-13)

Sec. 40.3. Permitted secondary uses and structures.

- (a) Transit facilities;
- (b) Public recreation and other governmental or civic uses.

(Ord. No. 2013-06, § 1(Exh. A), 1-22-13)

Sec. 40.4. Allowable conditional uses and structures:

The purpose of this section is to allow for single-family and two-family residential uses and structures for only saving and/or moving locally designated historic structures, as well as address rooftop uses. In no case shall a new construction single-family home be allowed in the 8th Avenue CRD.

- (a) Single-family residential, subject to the following conditions:
 - (1) The structure is eligible for local historic designation pursuant to Section 28.22 of the Land Development Code;
 - (2) The applicant applies for designation of the structure as historic and the Historic Preservation Board approves the request;
 - (3) The applicant applies for and is granted a certificate of appropriateness for any alterations to the exterior of the structure and moving the structure if a structure is proposed to be moved to the 8th Ave District, consistent with the Secretary of the Interior's Standards and Guidelines for Rehabilitation or Preservation of Historic Structures and Division 28 of the Land Development Code;
 - (4) The applicant applies for and is granted the conditional use pursuant to Section 4.4 of the Land Development Code;
- (b) Roof dining and/or drinking areas, subject to section 6.24 of this Code as may be applicable.

(Ord. No. 2013-06, § 1(Exh. A), 1-22-13; Ord. No. 2020-24, § 2, 12-1-20)

Sec. 40.5. Permitted accessory uses and structures.

- (a) Uses and structures, as regulated in sections 6.12 and 6.13, which are customarily accessory and clearly incidental and subordinate to permitted or permissible uses and structures. Where setbacks of accessory uses in sections 6.12 and 6.13 conflict with this section, the standards in this section shall apply;
- (b) Home occupations, subject to the conditions set forth in section 6.5 of this Code.
- (c) Temporary uses under the provisions of section 6.11 of this Code.

(Ord. No. 2013-06, § 1(Exh. A), 1-22-13)

Sec. 40.6. Prohibited uses and structures.

Existing non-historic single family residences currently located in the 8th Avenue district may continue as legal non-conforming uses or can be adaptively reused as uses permitted in Sections 40.2 and 40.3.

(Ord. No. 2013-06, § 1(Exh. A), 1-22-13)

Sec. 40.7. Density and intensity.

Density and intensity of use for commercial and residential components shall be inclusive, i.e. the same land area on a zoning lot may be used to support both use types without proration. For the purpose of determining mixed uses, transient accommodations shall be considered residential uses and may be combined with ground floor commercial within a mixed-use project. The intensity of the commercial use shall be determined by floor area ratio and the density of the transient accommodation shall be determined by units per acre.

Residential use - Shall not exceed 24 dwelling units per acre.

Transient accommodation use - Shall not exceed 50 units per acre.

Non-residential use - Shall not exceed a floor area ratio (FAR) of 1.0 for single use commercial structures or 1.50 for mixed-use development. Projects that consist of a non-residential uses mixed with a transient accommodation or residential use shall provide a minimum FAR of .40 for the non-residential use.

(Ord. No. 2013-06, § 1(Exh. A), 1-22-13)

Sec. 40.8. Building height.

Height shall not exceed 35 feet above the required lowest floor elevation of the structure. When this results in a structure greater than 35 feet in height measured from grade, a minimum setback of 10 feet on each side of that floor over 35 feet in height above grade shall be provided.

(Ord. No. 2013-06, § 1(Exh. A), 1-22-13)

Sec. 40.9. Setbacks.

For structures that front 8th, 9th or Gulf Way:

Front yard: A minimum of 75 percent of the building frontage shall be built in line with the buildings adjacent to it, or set back no greater than two (2) feet, whichever distance from the front property line is less. In cases where vacant lots are adjacent to the lot which is proposed for development, no more than 75 percent of the building frontage shall be set back more than two (2) feet from the front property line. In the event there are existing buildings on both sides of the proposed building, and the adjacent buildings are not set back the same distance from the front property line, then the proposed structure may be built to the average frontage of the two adjacent buildings.

Marquees, canopies, colonnades, arcades, or fixed awnings may project over the public right-of-way, provided such projection does not extend over the back of curb line. Foundational structures, that support such projections, may be placed in the public right-of-way provided that such items and overhangs are subject to a development and public right-of-way use agreement with the city. The second story of the primary structure may extend over the public right-of-way, provided such projection does not extend over the back of curb line. That portion of the second story which projects over the public right-of-way may not be enclosed but may be roofed and screened as a porch or open balcony. A third story shall extend no more than the second floor structural face and may provide an open balcony. A third story shall not be enclosed by solid walls or windows and may not contain a roof, but may contain a pergola structure which does not provide more than 50% opacity. Structures may not project over alleys.

Public right of way projection standards for marquees, arcades, and similar elements can be found in Section 40.14.

(Supp. No. 47)

Created: 2022-07-19 14:16:37 [EST]

Structural face, as used in this section, is defined as those portions of the principal structure and accoutrements which protrude toward the lot line and are most closely parallel to the front lot line. Pergola as defined herein is garden feature forming a shaded walkway, passageway, or sitting area of vertical posts or pillars that usually support cross-beams and a sturdy open lattice.

Secondary front yard: No secondary front yard setback for primary structure; Marquees, canopies, colonnades, arcades, or fixed awnings may project over the public right-of-way provided such projection does not extend over the back of curb line. Foundational structures, that support such projections, may be placed in the public right-of-way provided that such items and overhangs are subject to a development and public right-of-way use agreement with the city. Structures may not project over alleys.

Side yard: None

Rear yard: 10 feet minimum. Parking may be placed in the rear setback.

For structures that front Pass-a-Grille Way:

Front yard: 10 feet

Secondary front yard: 5 feet

Sideyard: 5 feet

Rear yard: 10 feet. Parking can be placed in the rear yard setback.

(Ord. No. 2013-06, § 1(Exh. A), 1-22-13; Ord. No. 2015-16, § 1, 8-25-15; Ord. No. 2017-30, § 2, 2-27-18)

Sec. 40.10. Maximum impervious surface ratio.

Maximum impervious surface ratio (ISR) for all uses: 0.90

(Ord. No. 2013-06, § 1(Exh. A), 1-22-13)

Sec. 40.11. Minimum off-street parking requirements and access requirements.

- (1) *Number of parking spaces required:* Subject to Division 23 of the Land Development Code.
- (2) *Access to and location of parking areas:*
 - a. Parcels abutting an alley shall not place parking in the front yard of the zoning lot, nor will be provided driveway access from the main thoroughfare. Parking may be placed in the rear or side yard. Access shall be provided via the alley.
 - b. Parcels without alley access shall be granted a curb cut from the main thoroughfare and may provide parking in the front yard.

(Ord. No. 2013-06, § 1(Exh. A), 1-22-13)

Sec. 40.12. Landscaping and buffering.

In order to accommodate the form and scale of historic development patterns on 8th Avenue, the CRD-EA District shall be exempt from the buffering and landscaping requirements in Division 22 of this Code.

(Ord. No. 2013-06, § 1(Exh. A), 1-22-13)

Sec. 40.13. Assembly or Lot Split of a Parcel(s), Vacation of Easements or Right-of-ways.

The following requirements are to be provided for any lot splits, assembly of parcels, request to vacate easements or right-of-ways:

- (a) Submit an application to the Historic Preservation Board for a recommendation prior to the Board Of Adjustment (where necessary) and City Commission.
- (b) The applicant shall provide documentation for the Historic Preservation Board to determine the compatibility and respect for the existing character of the CRDEA District, which will review:
 - (1) Historical plat and scale of the overall character of Pass-a-Grille (PAG) to ensure the application is consistent with the overall intent of the PAG area.
 - (2) Determine if recommending the parcel split or assembly will support or negatively impact the overall character of the area by permitting the use and the scale of the parcel of land and/or development size.

Sec. 40.14. General Building Design

General building desing element criteria is provided in this section and additional design guidelines are addressed in Sec. 40.16 Pass A Grille Historic Overlay Design Guidebook. The following standards shall be applied to new developments within the CRD-EA District that do not involve relocation of a historic structure as may be permitted in Sections 40.2 and 40.4.

- (a) *Public entrance.* Buildings that are open to the public shall have an entrance for pedestrians from the street to the building interior. This entrance shall be designed to be a distinctive and prominent element of the architectural design, and shall be open to the public during business hours. Buildings shall incorporate lighting and changes in mass, surface or finish which places an emphasis to the entrance.
- (b) *Building orientation.* The principle building entrances shall be visible and directly accessible from a street or park space that has a sidewalk or pedestrian path.
- (c) *Storefront character.* Buildings shall express a "storefront character". This guideline is met by providing all of the following features along the building frontage as applicable.
 - (1) Regularly spaced and similar-shaped windows with window hoods or trim (all building stories).
 - (2) *Large display windows on the ground floor.* All street-facing, park-facing and plaza-facing structures shall have windows covering a minimum of 40 percent and a maximum 80 percent of the ground floor of each storefront's linear frontage. Blank walls shall not occupy over 50 percent of a street-facing frontage and shall not exceed 20 linear feet without being interrupted by a window or entry. Mirrored glass, obscured glass and glass block cannot be used in meeting this requirement. Display windows may be used to meet this requirement if the first floor has not been design as a flood proof first floor.
- (d) *Building façade.* A clear visual division shall be maintained between the ground level floor and upper floors with either a cornice line or awning from 12 feet to 16 feet above grade, whichever applies to the proposed development. No more than 20 feet of horizontal distance of wall shall be provided without architectural relief for building walls and frontage walls facing the street. All buildings excluding single family detached homes shall utilize at least three of the following design features to provide visual relief along all elevations of the building with arcades being one of the preferred design features:

-
- (1) Divisions or change in materials (materials should be drawn from a common palette).
 - (2) Window bays.
 - (3) Separate entrances and entry treatments, porticoes extending at least five (5) feet.
 - (4) Variation in roof lines.
 - (5) Balconies, not to exceed six feet in depth. Balconies may extend into front or secondary front setbacks.
 - (6) Dormers.
 - (7) Canopies, extending at least five (5) feet.
 - (8) Arcades.
 - (9) Overhang extending at least five (5) feet.
 - (10) Recessed entries (at least three [3] feet from the primary façade).
 - (11) Protruding entries (at least three [3] from the primary façade).
 - (12) Covered porch entries.
 - (13) Cupolas shall be permitted on sloped roofs and are exempt from the height limitations up to twelve feet above the roof line.
 - (14) Buildings shall provide a foundation or base, typically from ground to bottom of the lower windowsills, with changes in volume or material.
- (e) *Projection standards for arcades, marquees, and similar elements.* Marquees, canopies, colonnades, arcades, or fixed awnings may project over the public right-of-way, provided such projection does not extend over the back of curb line. Foundational structures, that support such projections, may be placed in the public right-of-way provided that such items and overhangs are subject to a development and public right-of-way use agreement with the city. However, no structure described herein shall overhang a public alleyway.
- (f) *Roof-Based Mechanical Equipment and Other Roof Penetrations.* All roof-based mechanical equipment, as well as vents, pipes, antennas, satellite dishes, and other roof penetrations (except chimneys), shall be located on the rear elevations and be configured and screened with similar architectural details that are consistent with the overall building design.
- (g) *Maximum Building Length.* The maximum building length on a parcel shall not exceed eighty (80) feet. If more than one building is located on a parcel of land, a minimum separation for each building shall be ten (10) feet. The building separation area may include walkways, seating areas, and/or landscape/hardscape.
- (h) *Balconies/outdoor and rooftop seating areas.* Balconies/seating area(s) shall be reviewed by the Historic Preservation Board, to ensure compatibility of the existing uses and structures is maintained. Hours of access, and restrictions on seating, may be outlined at the time of the HPB review.

Sec. 40.15. Design Review and Required Drawings

An applicant shall be subject to the City's permit process. In addition, any development within the CRDEA, shall submit:

- (a) Architectural elevations of all facades of all structures subject to this division and shall be a required exhibit for plan approval which does not subrogate any requirements outlined in Division 5, Site plan approval procedures, and building permit process.

-
- (1) Such exhibits shall include colors, materials, building dimensions, mass and scale proportions, location of service areas and mechanical equipment, screening devices, parking, site furnishings, lighting fixtures, all signage, and any other information as determined necessary to ensure consistency with the intent of this division.
 - (2) All elevations and overall design must be signed and sealed by a licensed architect registered in the State of Florida.
 - (3) Provide 11x17 architectural design packet that clearly illustrates the building elevations, mass and scale, screening of elevated portion(s) of the building (landscape or architectural elements).
 - (4) The City's Architect, or design review designee, shall review to determine if the applicant has met the criteria in this Division and provide a summary of approval or recommended changes to the submitted architecture design and/landscape of the project.
 - (5) After the completion of the design review in (4) above, the Historic Preservation Board shall review to ensure compatibility of new construction, renovations or additions within the CR-EA district.
- (b) Identify, through the use of the design guidebook as described in Section 20.25, how the proposed project is meeting the intent of the PAGHOD district.
- (c) Waste Management Plan shall be provided for all development, excluding freestanding quadplex, triplex, duplex and single-family residential, to ensure an overall strategy for recycling and trash collection has been implemented that includes:
- (1) The Site Plan shall include the area(s) for outdoor storage of recycling and/or trash receptacles, location and design. It is encouraged to have joint dumpsters and/or compactors in alleys to serve groups of businesses to the extent possible.
 - a. If storage area is located outside, provide the overall design and location of such receptacles and overall screening from public rights-of way (excluding alleys) and waterways.
 - b. If the storage area is located in an east-west alley and not visible from a public street, screening will not be required. Screening of storage areas shall be required in all north-south alleys when the area is not obscured by a permanent structure.
 - (2) Restaurant requirements. Provide a description of how fats, oils and grease generated by the restaurants is being stored. If outside of the facility, provide the design and storage area to be used for review and approval by the City.
 - (3) City will review the waste management plan to ensure the access is sufficient for garbage pickup and will approve and/or deny the location, design, gate style and type of storage permitted.

Section 40.16. Pass-A-Grille Historic Overlay Design Guidebook

- (a) Design Guidebook. The design guidebook shall be used for both non-residential, mixed-use and residential development as a tool to assess compatibility within the CRD-EA and the overall area of Pass-A-Grille, provide design concepts that reflect and support the historic character of the district.
- (b) A design guidebook provides for overall design concept ideas for implementation of design within the district for all development. Specific materials, color, textures, and architectural style are not required, but will be provided as context and character of the area itself and every effort to compliment the overall historic design of the area should be made for new development.

**HISTORIC PRESERVATION BOARD MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Status of historic City facilities (standing item)

Action Request: N/A - For discussion purposes.

Strategic Objective:

Date: April 3, 2025

Prepared By: Brandon Berry, Senior Planner

Through: Laura Canary, Community Development Director

Summary of Issue: Staff will provide updates to repairs of historic City facilities damaged or destroyed by the 2024 hurricanes: Don Vista Suntan Arts Center, Warren Webster Building, Merry Pier Bait Shack, and Shuffleboard Court Clubhouse.

Staff has received preliminary FEMA approval to move forward with the demolition of the critically-damaged Bait Shack and Clubhouse, but has not moved to demolish the structures due to the need to prepare estimates of reconstruction. Staff anticipates the requests will be finalized and submitted to the City Commission for approval at the second meeting in April.

Funding: Unknown at this time.

Attachments:

**HISTORIC PRESERVATION BOARD MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Historic plaque updates

Action Request: None - for discussion purposes.

Strategic Objective:

Date: April 3, 2025

Prepared By: Brandon Berry, Senior Planner

Through: Laura Canary, Community Development Director

Summary of Issue:

Funding: These plaques are not funded in the current budget cycle and will need to be paid for by property owners requesting them.

Attachments:

**HISTORIC PRESERVATION BOARD MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Current Merry Pier lease

Action Request: None - for informational purposes.

Strategic Objective:

Date: April 3, 2025

Prepared By: Brandon Berry, Senior Planner

Through: Laura Canary, Community Development Director

Summary of Issue: The original lease, two signed amendments, and one unsigned (active) amendment to the agreement are attached. Staff is attempting to locate the signed copy of the agreement, with the attached copy the one presented to the City Commission in November 2020. Minor grammatical and formatting changes were made at the meeting but did not substantially change the content of the lease in the opinion of staff.

Funding: N/A

Attachments:

1. Third Agreement (Unsigned)
2. Original Lease Agreement with First and Second Amendments
3. Site Plan
4. December 2020 Meeting Minutes - Merry Pier Lease Third Amendment

THIRD AMENDMENT TO MERRY PIER LEASE AGREEMENT

THIS THIRD AMENDMENT ("Third Amendment") made to the certain Agreement for the lease of Merry Pier ("Lease Agreement") executed as of the 5th day of February 2011, by and between the CITY OF ST. PETE BEACH ("Lessor") and MERRY PIER PARTNERS, LLC ("Lessee"), for the purposes set forth herein. The Lessor and Lessee together, shall be referred to as the "parties."

The purpose of this Third Amendment is to:

1. Add a section related to public records, which shall read:

Public Records. Lessee shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEES' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**

2. Add a section related to employment eligibility, which shall read:

Employment Eligibility. The Lessee shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.

- a. Lessee agrees to comply with all applicable portions of Fla. Stat. 448.095. Lessee must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Lease Agreement.
- b. Subcontractors (i) Lessee shall also require all subcontractors performing work under this Lease Agreement to use the E-Verify system for any employees they may hire during the term of this Lease Agreement; (ii) Subcontractors shall provide Lessee with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Lessee shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Lease Agreement.
- c. Lessee must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Lessee's E-Verify number.

- d. Failure to comply with this provision is a material breach of the Lease Agreement, and the City may choose to terminate the Lease Agreement at its sole discretion. Lessee may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Lease Agreement is terminated for a violation of the statute by the Lessee, the Lessee may not be awarded a public agreement for a period of one (1) year after date of termination.
3. Amend Section 2 of the Lease Agreement, which shall read:
 2. **TERM.**
 - A. Lessee shall occupy and use the Premises during the five (5) year period commencing on February 1, 2021 (the “Commencement Date”) and terminating on February 1, 2026 unless this Lease is earlier terminated as provided herein.
4. Amend Section 21 of the Lease Agreement, which shall read:

Lessee Parking:

The Lessor shall provide no designated parking to the Lessee. On-Street parking may be utilized by the Lessee, its employees, and patrons on a first come, first serve basis in the same manner as the general public. Lessee, its employees and patrons shall pay the customary parking fee for Merry Pier parking. City of St. Pete Beach residential on-street parking permits are available at the City Hall building and can be purchased annually. The Lessor will provide the Lessee parking passes per day for on-street parking on Pass-A-Grille Way for customers using the services provided by the Lessee. Lessee agrees to pay Lessor the parking rates established in the City’s Code of Ordinances. The City reserves the right to amend the parking rates in its sole and absolute discretion.
5. Add a new Section 60 “IMPROVEMENTS” which shall read:
 60. **IMPROVEMENTS.**

Lessor consents to the construction and restoration of various dock improvements. If during the construction and restoration, there is a time period of complete closures and boats are unable to run as scheduled, the Lessor and Lessee may agree in writing to a rent abatement during the time of closure. The construction and restoration include the items listed below:

 - a. Address the main pier and the approaches leading to the pier.
 - b. Address the south side of the pier along with the “section leading out to Randy’s boat along with new piling to be installed for that slip.”
 - c. North pier (newer) will remain for the use of fishing.
 - d. Walkway will be constructed to connect the north pier to the main pier. See Exhibit “B”.
 - e. Pilings under pier building need to be repaired or replaced.

- f. New plumbing and new electrical is to be installed to all of the slips on the South side as a part of the reconstruction.
 - g. Water and electrical outlets installed on the norths of the main dock.
6. Add a new section 61 “RESTORATION OF CERTAIN PILINGS” which shall read:

61. RESTORATION OF CERTAIN PILINGS.

In accordance with Paragraph 11 of the Lease Agreement, the Lessor has agreed to allow the Lessee to repair, reconstruct, or restore the pilings located on the south side slip for the Offshore Hustler, a deep sea fishing charter boat. The restoration work should be completed in a timely manner. The pilings will remain the property of the Lessor.
7. Add a new section 62 “IMPROVEMENTS BY LESSOR” which shall read:

62. IMPROVEMENTS BY LESSOR.

The Lessor has agreed to install a prefabricated ticket booth to replace the old structures located at Merry Pier. The Lessor will be responsible for the costs of the booth, the construction, the installation, and all expenses. The Lessor will abide by all applicable laws and obtain the necessary permits prior to commencing said improvements.
8. Add a new section 63 “OFFSHORE HUSTLER BOAT LIFT” which shall read:

63. OFFSHORE HUSTLER BOAT LIFT

The boat lift located at the pier for the vessel named “Offshore Hustler,” currently owned by Pedro Borrego and Jackie Borrego, may be removed at any time at the discretion of the owner.
9. **Modifications.** Except as otherwise modified by this Third Amendment, all provisions, conditions, duties and obligations set forth in the Lease Agreement shall remain in full force and effect and unaffected by this Third Amendment.
10. **Entire Agreement.** This Third Amendment, Lease Agreement, and prior amendments embodies the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties. This Third Amendment cannot be varied, modified, amended or altered except by written agreement of the parties.
11. **Execution.** This Third Amendment may be executed by the Parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The “Effective Date” of this Amendment shall be the date this Amendment has been executed by all Parties.
12. **Conflicts.** To the extent that any terms in the Third Amendment conflict with the terms of the Lease Agreement, the terms of this Third Amendment shall control and supersede such conflicting terms to the extent of such conflict.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year set forth below.

MERRY PIER PARTNERS, LLC:

CITY OF ST. PETE BEACH:

Signature: _____

Signature: _____

By: Randy Coffman

By: Alex Rey

Its:

Its: City Manager

Date: _____

Date: _____

Signature: _____

By: Susan Coffman

Its:

Date: _____

EXHIBIT “A”
Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action.

(1) DEFINITIONS. —For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**EXHIBIT “B”
DRAWING/DIAGRAM**

LEASE AGREEMENT
Between
The City of St. Pete Beach, Florida
and
Merry Pier Partners, LLC

THIS LEASE AGREEMENT ("Lease") is made and entered into this 1st day of February, 2011, by and between the City of St. Pete Beach, Florida ("Lessor"), whose address is 155 Corey Avenue, St. Pete Beach, Florida, 33706, and Merry Pier Partners, LLC ("Lessee"), whose mailing address is 801 Pass-A-Grille Way, St. Pete Beach, FL 33706, collectively (the "Parties").

WITNESSETH:

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and the promises and covenants contained herein, the Parties agree as follows:

1. **PREMISES:** The Lessor hereby grants to Lessee a Lease to occupy and use, subject to all of the terms and conditions hereinafter stated, the Merry Pier as shown on Exhibit "A" attached hereto and made a part hereof by reference ("Premises").

2. **TERM:**

- A. Lessee shall occupy and use the Premises during the five (5) year period commencing on February 1, 2011 (the "Commencement Date") and terminating on January 31, 2016 ("Term"), unless this Lease is earlier terminated as provided herein.
- B. Extensions – Three (3) additional five (5) year options are available upon mutual agreement of the parties. Lessee shall notify the City at least one hundred and twenty (120) days prior to the expiration of the current term as to whether Lessee wishes to extend the Term as provided above. Lessor will notify Lessee within 60 days of Lessee's notice to extend, of its acceptance or not.

3. **CONDITION OF PREMISES:** Lessee has inspected the Premises and accepts the Premises in its present condition. The Lessor has made no representations, statements, or warranties, either expressed or implied, as to the condition of the Premises, or as to its fitness for a particular use.

4. **PERMITTED USES:** The Premises shall be occupied and used by Lessee solely for the purpose of operating boats for tours, rides and excursions at the Merry Pier; kayak paddleboard and bicycle rentals; fishing, fishing tournaments, marine life education; sale of fishing, boating and beach supplies; sale of food, food products; sale of beer and wine for off

premises consumption only. Lessee shall not use or permit the use of the Premises for any other use or purpose than that set forth herein without prior written consent of the Lessor.

5. **TRADE NAME:** Lessee shall occupy the Premises under the trade name of Merry Pier. Lessee shall not be permitted to change such trade name **without the prior** written consent of the Lessor.

6. **LESSEE SHALL:**

A. At all times comply and cause the Premises to comply with all current and future federal, state and local laws, rules, regulations and ordinances, federal and state constitutions, and the orders and decrees of all lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to the Americans With Disabilities Act, the bonding requirements of Section 255.05, Florida Statutes (regardless of whether the contract for construction is between the contractor and Lessee or the contractor and the Lessor) and Laws related to business operations, marine safety and operating speeds, and signage.

B. Manage, operate, direct, superintend and promote tours, rides and excursions to the best of its ability and in full compliance with applicable Laws.

C. Employ at its sole cost and expense qualified and appropriately licensed personnel as required by the United States Coast Guard for the safe and efficient operation of the Vessels.

D. When departing or returning to the Premises, operate the vessels at a minimum safe operating speed for conditions present at that time; otherwise comply with applicable Laws concerning operating speed, and make every reasonable effort to minimize noise and salt/debris spray when departing from or returning to the Premises.

E. Utilize an on-board communication system that is capable of communicating with the Coast Guard and Lessor. In the event of an emergency, Lessee shall immediately notify the Coast Guard (if required by applicable Laws or otherwise required by the Coast Guard) and the Lessor Public Safety Contacts. This notification shall be in addition to all other notifications required by this Agreement or applicable Laws.

F. Not use the premises, nor allow any activities on the premises, that are immoral or objectionable in the Lessor's sole discretion, which discretion shall be reasonably exercised.

G. Other than Maritime emergency conditions, not allow any vessel, longer than 65 feet or which accommodates more than 150 passengers, to tie up to or ferry passengers to or from the Merry Pier, without written permission from the City Commission.

H. Keep regular hours and such hours shall be posted for public viewing in a conspicuous location at the entrance to the Pier.

I. Be permitted to open and operate the shop facilities between the hours of 6am and one hour after sunset.

J. Complete the following improvements, all of which shall become the property of Lessor upon installation, to Premises at the Lessee's expense and to the Lessor's satisfaction within the following mutually agreed upon time frame: (Subject to Lessor approval)

1. Repaint building, install new carpet and refurbish restrooms within 18 months from the execution of this lease agreement.
2. Create a tasteful archway entrance to Merry Pier that faces 8th Avenue and draws attention to the Pier within 24 months from the execution of this lease agreement.
3. Install lights for dock safety and fishing areas, repaint dock sheds install dock area shrubbery within 12 months of the execution of this lease agreement.
4. Implement a clean dock policy for all tenants within 3 months of the execution of this lease agreement.

7. **MAINTENANCE AND REPAIR OF PREMISES:** Lessee shall at its own cost and expense keep the Premises, Facilities (as hereinafter defined) and equipment in a clean, orderly and safe condition in accordance with this Agreement and applicable laws, and shall not permit any debris or litter to accumulate in or around the Premises. Lessee shall at Lessee's sole cost and expense keep and maintain the demised Premises in good condition and repair; except damage thereto from causes beyond the reasonable control of Lessee. All damage or injury to the demised Premises caused by the act or negligence of Lessee, its employees, agents or visitors, shall be repaired by Lessee at Lessee's sole cost and expense. Lessee shall upon the expiration or sooner termination of the term hereof surrender the demised premises to Lessor in the same condition as they existed on the Commencement Date, ordinary wear and tear and damage from causes beyond the reasonable control of Lessee excepted. Lessor shall have no obligation to alter, remodel, improve, decorate, or paint the Demised Premises or any part thereof, and the parties hereto affirm that Lessor has made no representations to Lessee respecting the condition of the demised Premises, except as specifically herein set forth. Lessee accepts the demised Property in its "as is" condition.

8. **UTILITIES AND TRASH REMOVAL:**

A. Lessee shall at its sole cost and expense (including installation, connections, deposits, meters, usage, repair and upgrades) provide all necessary utilities, including but not limited to, electricity, telephone, water, gas and sewage. Lessee may request permission to connect water and electrical service to the Premises at the sole cost and expense of Lessee. Prior to making such connections, Lessee shall (i) provide the Lessor with a scaled drawing/illustration that accurately depicts the location of said service from the point of connection to the Premises, and (ii) receive written approval from the Lessor to make such connections, which approval may be withheld by the Lessor in its sole discretion. In the event that the Lessor requires relocation of

any utility related improvements, Lessee shall at Lessee's sole cost and expense relocate said utility related improvements to an alternate location designated by the Lessor.

B. Lessee shall at its sole cost and expense provide for the collection and disposal of trash associated with use of the Premises. All trash shall be stored in covered containers at all times. Lessee shall at its sole cost and expense supply all trash containers, subject to the Lessor's prior written approval concerning the type and placement of such containers. Trash collection and disposal shall be conducted at least once per day.

9. TAXES AND FEES: All taxes and fees levied by any governmental body upon the Premises or its use during the Term, including but not limited to ad valorem taxes, tangible personal property taxes, sales tax and storm water fees, shall be paid by Lessee and Lessee shall deliver to the Lessor the appropriate receipts which demonstrate payment thereof. Lessor shall not "lend" its sales tax certificate to Lessee.

10. CONSTRUCTION AND ALTERATIONS: Lessee shall not make or permit to be made any alterations, additions, improvements or changes to the Premises, nor permit the painting or placing of any exterior signs, placards, banners, pennants or other advertising media, utility installations, connections or meters, awnings, aerials, antennas or the like, or equipment or machines (including but not limited to vending machines), without on each occasion obtaining prior written consent of the Lessor, which consent shall be at the sole discretion of the Lessor. Lessee shall construct all improvements, called for under this lease. (collectively, "Facilities") at its own cost and expense and in accordance with applicable laws. The Facilities shall immediately become the property of the Lessor and shall remain at the Premises during the Term and upon expiration or termination of this Agreement. The Lessor reserves the right to have Lessee remove any of the Facilities, which may be removed without damage to the remainder and which Lessor elects not to retain.

11. DAMAGE/RESTORATION REPLACEMENT FACILITIES: The Lessor is under no obligation to provide to Lessee any replacement Facilities or Premises, or replace or repair the Premises under any circumstances, including but not limited to substantial damage to the existing Facilities and or Premises by fire, flood, hurricane, tornado, earthquake or other forms of natural disaster. In the event the Lessor does not elect to replace the Premises or facilities, the Lessee shall have the option to terminate this Lease.

A. Lessee's Obligations. In the event the demised Premises, or any portion thereof, should be damaged or destroyed, Lessee may, with consent of Lessor reconstruct or restore the demised Premises after any damage or destruction thereof.

B. Abatement of Rent. During the period commencing with the date of any such damage or destruction which Lessor elects hereunder to repair, reconstruct or restore, and ending with the completion of such repairs, reconstruction or restoration, the Base Rent shall be proportionately abated in an amount equal to the proportion thereof which the number of square feet of gross floor area in the demised Premises and boat ships rendered un-tenantable thereby bears to the total number of square feet of gross floor area and boat-ships in the demised Premises immediately prior to such damage or destruction. The full amount of said Base Rent

and all other charges shall again become payable immediately upon the completion of such work of repair, reconstruction or restoration.

12. NO LIENS: Lessee shall not suffer any liens to be filed against the Premises or facilities by reason of any work, labor, services or materials performed at or furnished to the Premises or facilities, to Lessee, or to anyone using the Premises through or under Lessee. Nothing contained in this Agreement shall be construed as consent on the part of the Lessor to subject the Premises or facilities or any part thereof to any lien or liability under the lien laws of the State of Florida.

13. REQUIRED SIGNAGE/LIGHTINGS/SAFETY EQUIPMENT: Subject to Paragraph 10, Lessee shall at its own cost and expense install signage, lighting and such other equipment and Facilities as may be necessary for Lessee's operations, including but not limited to signage, lighting, equipment and Facilities necessary to protect the safety of passengers boarding and disembarking.

14. RENT AND DEPOSITS:

A. Lessee shall pay the Lessor each month in advance a monthly base rent in the amount of \$ 2900.00 Two thousand nine hundred and no cents ("Base Rent") for the initial year of the Term for a total of Thirty four thousand eight hundred dollars (\$34,800). The Base Rent is based upon the current occupancy of three boats. If the Lessee is successful in bringing in other vessels the Base Rent will increase by an amount equal to 50% of the additional rent received by the Lessee each month based upon the prior month's receipts from any additional boats. The Base Rent shall be due on or before the first day of each month commencing on the Commencement Date during the Term. Each subsequent year of this five year lease the Base Rent shall be increased by Two and one half percent (2.5%) or shall be increased by the percentage increase in the consumer price index – U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index – All Urban Consumers Series ID CUUR0000SAO – not seasonally adjusted – U.S. City average – all items – Base Period 1982-1984=100 from September to September whichever is higher.

B. Lessee shall deposit with the Lessor a security deposit in the amount of Five thousand Dollars (\$5,000) to secure Lessee's performance of each and every covenant and agreement to be performed by Lessee hereunder. The Lessor shall have the right, at its option, to apply all or part of the security deposit toward the payment of the amounts required to remedy any default of Lessee in the payment of rent or changes or in the performance of any other covenant or agreement contained herein; provided, however, the existence of the security deposit shall not affect the rights of the Lessor in the event of any such non-payment or failure to perform, nor shall the same in any way limit Lessee's responsibility therefore, nor shall it preclude or extinguish any other right or remedy to which the Lessor may be entitled. If the Lessor applies all or part of the security deposit, Lessee shall, upon notice from the Lessor, pay to the Lessor an amount sufficient to restore the security deposit to the original full amount. Upon termination of this Agreement, the Lessor shall reimburse Lessee for the amount of any unused portion of the security deposit and in no event shall any interest be due and owing thereon.

C. If Lessee shall fail to make any payment of the Base Rent, or other charge to the Lessor when due, interest on said late payment shall accrue at the rate of one and one-half percent (1-1/2%) per month or portion thereof, or the highest rate permitted by applicable law, whichever is less, from the date said payment was due, and said interest shall become due and payable on the first day of the month following the month in which said payment was due, if Lessee shall fail to make any payment of the Base Rent, or other charge to the Lessor within (3) days after the said amount was due, Lessee shall pay the Lessor a late charge of four percent (4%) of the overdue amount, but not less than Fifty Dollars (\$50.00), not to exceed the maximum allowed by law, which late charge shall become immediately due and payable. The aforesaid interest and late charge shall not limit the Lessor's other rights and remedies provided for herein on account of Lessee's failure to make payment when due.

D. Lessee shall pay to the Lessor a charge of five percent (5%) of the face value of any check returned, or Twenty Five Dollars (\$25.00), whichever is greater, for each check that is returned to the Lessor unpaid, plus any other applicable charges.

E. All fees and deposits shall be payable to the City of St. Pete Beach, or such other entity as the Lessor shall designate from time to time in writing. Lessee shall forward all fees and deposits to the address set forth in Paragraph 36, or such other address or addresses as the Lessor shall designate in writing.

15. BOOKS AND RECORDS: Lessee shall prepare in accordance with generally accepted accounting practices and shall keep accurate books of account at the address for Lessee set forth in Paragraph 36. All books and records, including tax returns, with respect to the business for the Term shall be kept by Lessee and shall be open to examination or audit by the Lessor during the Term and for a period of three (3) years following expiration or earlier termination of this Agreement.

16. INSURANCE:

A. Lessee shall carry the following minimum types and amounts of insurance at its own expense:

1. Commercial general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate in occurrences form. This policy shall include coverage for (i) personal injury or death or property damage or destruction occurring at the Premises or arising out of Lessee's occupancy or use of the Premises or otherwise arising out of any act or occurrence in, about, or from the Premises; (ii) business interruption; (iii) fire legal liability in the minimum amount of One Hundred Thousand Dollars (\$100,000); and (iv) contractual liability under this Agreement.
2. Automobile liability insurance of One Million Dollars (\$1,000,000) combined single limit covering all owned, hired and non-owned vehicles (required if company vehicles are used in connection with Lessee's occupancy or use of the Premises).

3. Workers' Compensation insurance as required by **Florida law** and Employers' Liability insurance in an amount of at least One Hundred Thousand Dollars (\$100,000) each accident, One Hundred Thousand Dollars (\$100,000) per employee and Five Hundred Thousand Dollars (\$500,000) for all diseases.
4. "All Risk" property damage insurance covering Lessee's personal property at the Premises for damage or other loss caused by fire or other casualty or cause, including but not limited to vandalism and malicious mischief, theft, explosion and water damage of any type. Said insurance shall be in amounts not less than the full replacement cost of such property.
5. Marine Protection and Indemnity Insurance, if not included in subparagraph A1 above, in the amount of at least One Million Dollars (\$1,000,000) per occurrence. This insurance is intended for liability coverage for loss, damage, or expense arising out of, or incident to, vessel use on ocean or inland waterways outlined in Section 624.607 (4)(b), Florida Statutes.
6. If applicable, Long shore & Harbor Workers' Compensation coverage.
7. If applicable, liquor liability insurance with a minimum limit of One Million Dollars (\$1,000,000).

B. Lessee's policy or policies, except Worker's Compensation, shall name the Lessor, its' officers, directors, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") as additional insured.

C. All policies shall provide that the Lessor will be provided notice thirty (30) days prior to any cancellation, reduction or material change in coverage.

D. Prior to the date upon which Lessee first enters upon the Premises, Lessee shall provide the Lessor with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the Lessor's request, Lessee shall provide copies of current policies with all applicable endorsements.

E. All insurance required pursuant to this Paragraph 16 shall be provided by responsible insurers licensed in the State of Florida and rated at least A and 10 in the then current edition of Best's Insurance Guide.

F. Lessee hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties and shall cause each required insurance policy to be written to provide that the insurance company waives all rights of recovery by way of subrogation against the Indemnified Parties.

G. The Lessor shall have the right to reasonably increase the amount or expand the scope of insurance to be maintained by Lessee hereunder from time to time.

H. If any contractor of Lessee (or subcontractor) performs any work at the Premises, Lessee shall ensure that said contractor (or subcontractor) obtains the insurance required pursuant to this Paragraph 16, as applicable, naming Lessee and the Indemnified Parties as additional insured.

17. **INDEMNITY:** Commencing on the date upon which Lessee first enters upon the Premises, Lessee shall defend at its expense, pay on behalf of, indemnify and hold the Indemnified parties harmless from and against all claims, demands, liabilities, damages, judgments, orders, decrees, actions, proceedings, fines, penalties, costs and expenses, (collectively, "Claims") including, without limitation, court costs and attorneys' and experts' fees at trial and on appeal, whether or not a lawsuit is commenced, alleged or claimed by any person or entity to be arising from or relating to any violation of Laws, loss of life, diminution in value of the Premises, or damage or injury to persons, property or business occurring in, about or from the Premises, or alleged or claimed to be directly or indirectly caused by or in connection with any violation of this Agreement or occupancy or use of the Premises by, or any other act or omission of, Lessee, any other occupant of the Premises, or any of their respective agents, employees, representatives, guests, invitees, customers, contractors or subcontractors. Without limiting the generality of the foregoing, Lessee specifically acknowledges that the indemnity undertaking herein shall apply to Claims in connection with or arising out of the transportation, use, storage, maintenance, generation, manufacturing, handling, disposal, release or discharge of any "Hazardous Material" as described in Paragraph 39. The purchase of insurance coverage required by this Agreement, or otherwise, shall not relieve Lessee of any of its obligations set forth in this Paragraph 16.

18. **WAIVER OF LESSOR'S LIABILITY:** The Lessor shall not be responsible or liable for and Lessee hereby expressly waives all claims against the Lessor for injury or death to persons or damage or destruction of property or any other interest of Lessee, regardless of the cause. All of Lessee's property of every kind and description that may at any time be, at premises, shall be at Lessee's sole risk.

19. **LIMITATION OF LIABILITY:** In no event shall the Lessor be liable for any loss of use, loss of time, inconvenience, lost profits or other special, incidental or consequential damages in any way related to or arising from this Agreement, including but not limited to any special, incidental or consequential damages alleged or claimed to be related to or arising from any default by the Lessor under this Agreement or the Lessor's operation, management, leasing, licensing, repair, development, improvement, renovation, construction or alteration of the Premises (or any improvements thereto) or Merry Pier.

20. **LICENSES, PERMITS, CERTIFICATIONS AND AUTHORIZATIONS:**

A. At its expense, Lessee shall obtain and provide the Lessor with copies of any licenses, permits, certifications and authorizations required by any governmental agency or authority with respect to the Vessels, type of activity carried on by Lessee, construction and installation of improvements at or to the Premises and use of the Premises, including but not limited to certificates of seaworthiness for the Vessels and Coast Guard certifications and licenses appropriate for the intended operations. No unlawful activities shall be permitted in the use of the Premises. The Lessor makes no representations as to whether the licenses, permits,

certifications or authorizations required by any governmental agencies or authorities will be issued to Lessee.

B. In the event the Lessor or Lessee receives written notice from a governmental agency or authority that any license, permit, certification or authorization is required in connection with this Agreement or Lessee's occupancy or use of the Premises (including but not limited to a dock permit) and has not been obtained, Lessee shall (i) obtain such license, permit, certification or authorization within the time permitted by the governmental agency or authority; (ii) terminate this Agreement and comply with the terms and conditions of this Agreement related to Lessee's duties upon termination (and the terms and conditions of this Agreement that survive termination); or (iii) immediately seek and diligently pursue a declaratory judgment from a court of competent jurisdiction as to whether or not the license, permit, certification or authorization is required, Lessee shall obtain the required license, permit, certification or authorization within the time frame established by the court (if the court established such a time frame) or the governmental agency or authority (if the court did not establish such a time frame). If the court determines that the license, permit, certification or authorization is not required, this Agreement shall remain in full force and effect provided that Lessee is otherwise in full compliance with all the terms and conditions contained in this Agreement. If Lessee fails to comply with this Paragraph 20B in any manner whatsoever, the Lessor may immediately terminate this Agreement. Notwithstanding the foregoing, Lessor may terminate this Agreement if it determines that the time required for the Lessee to fulfill these obligations is not consistent with the needs of Lessor. Lessee's obligation to pay the Base Rent shall not be abated or suspended during Lessee's performance of the foregoing obligations.

C. This Agreement shall remain in full force and effect during the above-referenced declaratory judgment action provided that a court has not entered an order to the contrary and that the governmental agency or authority stays any enforcement action against the Lessor pending the outcome of the declaratory judgment action. In the event that the governmental agency or authority does not stay its enforcement against the Lessor, the Lessor may immediately terminate this Agreement.

D. The Lessor's termination of this Agreement pursuant to this Paragraph 20 shall not be a basis for damages or any legal action of any type against the Lessor. The Lessor shall incur no liability whatsoever in connection with its termination of this Agreement pursuant to this Paragraph 20. The Lessor's rights and remedies contained in this Paragraph 20 shall be in addition to its other rights and remedies under this Agreement (including but not limited to the Lessor's indemnity rights set forth in Paragraph 17 of this Agreement) and applicable Laws.

21. LESSEE PARKING: The Lessor shall provide no designated parking to the Lessee. On-Street parking may be utilized by the Lessee, its employees, and patrons on a first come, first serve basis in the same manner as the general public. Lessee, its employees and patrons shall pay the customary parking fee for Pier parking. City of St. Pete Beach residential on-street parking permits are available at the City Police Department building and can be purchased at the resident price of \$15 per year or non-resident price of \$100 per year. The Lessor will provide the Lessee parking passes for Two Dollars (\$2.00) per day for on-street parking on Pass-A-Grille Way for customers using the services provided by the Lessee. On February 1st, 2013 parking passes provided by the Lessor will increase to Three Dollars (\$3.00)

Dollars per day for on-street parking on Pass-A-Grille Way.

22. NON-PERMITTED USE: Lessee shall not harm the Premises, nor commit waste, nor create any nuisance, nor make any use of the Premises, which is offensive as determined by the Lessor in its sole discretion. Lessee shall comply with such other reasonable rules and regulations as the Lessor may from time to time adopt with respect to the Premises and the operation of the Vessels. In addition, the following specific uses shall not be allowed:

- A. Consumption of alcoholic beverages on the Premises;
- B. Any residential use, including the allowance of and person(s) to live on board any vessels moored at the pier, whether or not such use in violation of the Code of Ordinances of the City of St. Pete Beach, Florida, or in violation of any other law or ordinance restricting or prohibiting living aboard vessels;
- C. Performance of general marine repairs, provided however, that the prohibition shall not prohibit emergency repairs or normal maintenance operations to vessels permanently moored at the pier facility.
- D. Use of the Premises in any manner which would make them unsafe to the public and/or cause damage or injury to the leased premises.

23. LESSEE'S DUTIES ON EXPIRATION/TERMINATION: Upon expiration or earlier termination of this Agreement, Lessee shall remove its goods and effects, repair any damage caused by Lessee's use of the Premises and peaceably yield up the Premises clean and in good order, repair and condition, ordinary wear and tear excepted. Any personal property of Lessee not removed within five (5) days following such expiration or termination shall be deemed abandoned and shall become the property of the Lessor to be removed and disposed of as the Lessor may determine. Any costs associated with removal and disposal shall be paid by Lessee.

24. DEFAULT/REMEDIES:

A. Default by Lessee. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee:

- 1. The vacating or abandonment of the demised Premises by Lessee.
- 2. The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof from Lessor to Lessee.
- 3. The making by Lessee of any general arrangement or assignment for the benefit of creditors, whereby; (a) Lessee becomes a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days); (b) the appointment of a trustee or receiver to take possession of

substantially all of Lessee's assets located at the Demised Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within thirty (30) days; or (c), the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Demised Premises or of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days. Provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect.

4. The violation by Lessee of any other provision of this lease.

B. Remedies. In the event of any such material default or breach by Lessee, Lessor may at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:

1. Terminate Lessee's right to possession of the demised Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the demised Premises to Lessor. In such event Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default including, but not limited to, the cost of recovering possession of the demised Premises; expenses of re-letting, including necessary renovation and alteration of the demised Premises, reasonable attorney's fees, and any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Lessee proves could be reasonably avoided; that portion of any leasing commission paid by Lessor applicable to the unexpired term of this Lease.
2. Maintain Lessee's right to possession in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the demised Premises. In such event Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.
3. Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the State of Florida. Unpaid installments of rent and other unpaid monetary obligations of Lessee under the terms of this Lease shall bear interest from the date due at the maximum rate then allowable by law.

C. DEFAULT BY LESSOR/REMEDIES/EXCULPATION. Lessor shall not be in default unless Lessor fails to perform obligations required of Lessor within a reasonable time, but in no event shall Lessor be deemed in default sooner than thirty (30) days after written notice by Lessee to Lessor, specifying wherein Lessor has failed to perform such obligation;

provided, however, that if the nature of Lessor's obligation is such that more than such thirty (30) days are required for performance, then Lessor shall not be in default if Lessor commences performance within such thirty (30) day period and, thereafter, diligently prosecutes the same to completion.

25. DAMAGE TO PREMISES: If fire, explosion, or other casualty or occurrence substantially damages any portion of the Premises, the Lessor may elect to repair the Premises or immediately terminate this Agreement. Lessee shall not have any recourse against the Lessor in the event of termination of this Agreement pursuant this Paragraph 25. Nothing contained herein shall limit the Lessor's rights and remedies against Lessee if Lessee, any other occupant of the Premises, or any of their respective agents, employees, representatives, guests, invitees, customers, contractors or subcontractors, caused or contributed to the damage to the Premises.

26. FORCE MAJEURE: In the event that either party is delayed in the performance of any act or obligation pursuant to or required by this Agreement by reason of a Force Majeure Event (as hereinafter defined), the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such party is actually delayed by such Force Majeure Event. The party seeking delay in performance shall give notice to the other party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing delay and shall cooperate with the other party to overcome any delay that has resulted. The term "Force Majeure Event" for purposes of this Paragraph 26 shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade or embargo provided, however, if Lessor determines that the delay cured by force majeure is unreasonable, Lessor may terminate this Agreement.

27. ASSIGNMENT:

A. Subject to approval by the St. Pete Beach City Commission, which may be withheld at the sole discretion of the City Commission, Lessee shall have the right to assign, transfer, convey, or sublet the Premises or this Agreement or any part thereof, or any of its right, title or interest therein, to any person, company or corporation. Any other attempted assignment, transfer, conveyance or sublease without prior City Commission approval shall be void and shall be deemed a default of this Agreement and cause for immediate termination.

B. If Lessee is declared insolvent or adjudicated bankrupt or if Lessee makes an assignment for the benefit of creditors, or if Lessee's interest is sold under execution or a trustee in bankruptcy or a receiver appointed for Lessee, the Lessor, without prejudice to its rights hereunder and at its option, may immediately terminate this Agreement and retake possession of the Premises without notice to Lessee or any assignee, transferee, trustee or any other person or persons, using force to the extent permitted by applicable Laws.

C. No assignment or sublease or attempted assignment or sublease shall relieve Lessee of any of its obligations under this Agreement.

28. **DISCRIMINATION:** Lessee shall not illegally discriminate against any person in employment or in the provision of services under this Agreement.

29. **RELATIONSHIP OF PARTIES:** Nothing contained herein shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent, partnership or joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of landlord and tenant.

30. **SEVERABILITY:** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

31. **LAW, JURISDICTION AND VENUE:** This Agreement shall be governed and interpreted in accordance with the laws of the State of Florida. Venue for any action brought in state court shall be in Pinellas County, Florida, Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Pete Beach or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

32. **DUE AUTHORITY:** Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.

33. **ENTIRE AGREEMENT:** This Agreement sets forth all covenants, promises, agreements, conditions and understandings between the Lessor and Lessee concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth.

34. **ACCESS TO PREMISES:** The Lessor reserves the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the same, or the use thereof by Lessee, or for making repairs.

35. **AMERICANS WITH DISABILITIES ACT OF 1990:** Lessee assumes all responsibility, including but not limited to, financial, construction and physical modification costs, provision of auxiliary aids, services and legal costs, for ensuring compliance with all aspects of the Americans with Disabilities Act of 1990 (ADA) and any amendments thereto.

36. **EMINENT DOMAIN.** If the whole of the demised Premises shall be taken, or such part thereof, shall be taken as shall substantially interfere with Lessee's use and occupancy of the balance thereof, under power of eminent domain, or sold, transferred, or conveyed in lieu thereof, either Lessee or Lessor may terminate this Lease as of the date of such condemnation or

as of the date possession is taken by the condemning authority, whichever date occurs later. No award for any partial or entire taking shall be apportioned, and Lessee hereby assigns to Lessor any award which may be made in such taking or condemnation, together with any and all rights of Lessee now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Lessor any interest in or require Lessee to assign to Lessor any award made to Lessee for the taking of personal property and fixtures belonging to Lessee and removable by Lessee at the expiration of the term hereof, as provided hereunder or for the interruption of, or damage to Lessee's business or for relocation expenses recoverable against the condemning authority. No temporary taking of a part of the demised Premises, including parking facilities, shall give Lessee any right to terminate this Lease or to any abatement of rent hereunder.

37. NOTIFICATION: All notices, requests, demands, approvals and other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, at the address listed below, or upon the actual date of delivery, if hand delivered to the address below. Either party may change the below listed address at which it receives written notices by so notifying the other party hereto in accordance with this Paragraph 36.

LESSOR:
155 Corey Avenue
St. Pete Beach, FL 33706
ATTN. City Manager

LESSEE:
801 Pass-A-Grille Way
St. Pete Beach, FL 33706

38. PROHIBITED USE: The Lessor may prohibit any occupation or other use of the Premises which, in the sole discretion of the Lessor, is deemed hazardous to persons or to the Premises or which will increase the Lessor's liability or cost for insurance.

39. SAFETY:

A. Lessee shall remove the Vessels from the berth at the Premises upon the request of the Lessor if in the sole discretion of the Lessor's qualified representative (Police Department Marine Patrol Officer), the Vessels pose an imminent threat to the safety of persons or property.

B. In recognition of the danger posed to other boats, the premises and adjacent facilities by a shipboard fire while at the Premises, and in recognition of the relative superior expertise and equipment possessed by the St. Pete Beach Fire Department, Lessee shall, as a condition of utilizing the Premises:

1. Cooperate with the St. Pete Beach Fire Department in formulating a plan to fight shipboard fires while docked at the Premises;
2. Permit, without exception, the boarding of the Vessels entry upon the Premises, while at the Premises, by fire officials who are responding to a report of a shipboard fire;

3. Permit, without exception, the boarding of the Vessels while at the Premises by firefighting units when required by fire officials who have boarded pursuant to subparagraph 2, above.
4. Ensure that the management, captain, crew and security personnel are at all access by fire officials and units for the purpose of prompt, efficient response to a shipboard fire. Lessee will provide the St. Pete Beach Fire Department with a letter setting out the provisions of this Paragraph 38 and the permission contained herein.

C. The permission contained herein applies to all of the Vessels.

40. HAZARDOUS MATERIALS:

A. Lessee shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any "Hazardous Material" (as hereinafter defined) upon or about the Premises, or permit any other occupant of the Premises, or any of Lessee's or such other occupant's respective agents, employees, representatives, guests, invitees, customers, contractors or subcontractors, to engage in such activities upon or about the Premises. However, the foregoing provisions shall not prohibit the transportation to and from, and use, storage, maintenance and handling within the Premises under Paragraph 4, above, provided: (a) such substances shall be used and maintained only in such quantities as are reasonably necessary for such permitted use of the Premises, strictly in accordance with applicable Laws, highest prevailing standards, and the manufacturers' instructions therefore; (b) such substances shall not be disposed of, released or discharged at the Premises, and shall be transported to and from the Premises in compliance with all applicable laws; (c) if any applicable Laws or the Lessor's trash removal contractor requires that any such substances be disposed of separately from ordinary trash, Lessee shall make arrangements at Lessee's expense for such disposal directly with a qualified and licensed disposal company at a lawful disposal site (subject to scheduling and approval by the Lessor); (d) any such substances shall be completely, properly and lawfully removed from the Premises upon expiration or earlier termination of this Agreement; and (e) for purposes of removal and disposal of any such substances, Lessee shall be named as the owner and generator, obtain a waste generator identification number, and execute all permit applications, manifests, waste characterization documents and any other required forms. The term "Hazardous Material" for purposes of this Paragraph 39 shall mean any chemical, substance, material or waste or component thereof which is now or hereafter listed, defined or regulated as a hazardous or toxic chemical, substance, material or waste or component thereof by any federal, state or local governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet ("MSDS").

B. Lessee shall immediately notify the Lessor of (i) any enforcement, cleanup or other regulatory action taken or threatened by any governmental or regulatory authority with respect to the presence of any Hazardous Material at the Premises or the migration thereof from or to other property, (ii) any demands or claims made or threatened by any party relating to any loss or injury resulting from any Hazardous Material at the Premises, (iii) any release, discharge

or improper or unlawful disposal or transportation of any Hazardous Material on or from the Premises or in violation of this Paragraph 39, and (iv) any matters where Lessee is required by applicable Laws to give a notice to any governmental or regulatory authority respecting any Hazardous Material at the Premises. The Lessor shall have the right (but not the obligation) to join and participate, as a party, in any legal proceedings or actions affecting the Premises initiated in connection with any environmental, health or safety Laws. At such times as the Lessor may request, Lessee shall provide the Lessor with a written list, certified to be true and complete, identifying any Hazardous Material then used, stored or maintained upon the Premises, the use and approximate quantity of each such material, a copy of any MSDS issued by the manufacturer therefore, and such other information as the Lessor may require or as may be required by applicable Laws.

C. If any Hazardous Material is released, discharged or disposed of by Lessee or any other occupant of the Premises, or their employees, agents, representatives, guests, invitees, customers, contractors or subcontractors, on or about the Premises in violation of the foregoing provisions, Lessee shall immediately, properly and in compliance with applicable Laws notify the proper authorities as required by applicable Laws, notify the Lessor's Hazardous Material spill contacts as designated by the Lessor and as may be changed from time to time, cleanup and remove the Hazardous Material from the Premises and any other affected property and clean or replace any affected personal property (whether or not owned by the Lessor), at Lessee's expense (without limiting the Lessor's other remedies therefore). Such cleanup and removal work shall be subject to the Lessor's prior written approval (except in remedial action plan required by any court or governmental body having jurisdiction or required by the Lessor). In the event the Lessor elects in its sole discretion to have any testing, investigation and/or cleanup (including but not limited to preparation and implementation of a remedial action plan) performed by a Lessor contractor (or contractors), Lessee shall assist the contractor(s), with such testing, investigation and/or cleanup as directed by the contractor(s) and the Lessor and promptly pay the contractor(s) the total amount charged by the contractor(s) in connection with testing, investigation and cleanup. If the Lessor or any governmental body arranges for any tests or studies showing that this Paragraph 39 has been violated, Lessee shall pay for the costs of such tests. Nothing contained in this Paragraph 39C shall limit or otherwise affect Lessee's indemnity obligations set forth in Paragraph 17 herein.

41. **CERTIFICATE OF GOOD STANDING:** Lessee, if incorporated, shall annually provide the Lessor with a current Certificate of Good Standing from the Secretary of State.

42. **CURRENT OFFICERS:** Lessee shall, if incorporated, provide the Lessor with the name, title, address and telephone number of all of the organization's officers within thirty (30) calendar days of their election or appointment to office. Should any officers reside at more than one residence, both addresses and telephone numbers shall be supplied to the Lessor.

43. **NO EXCLUSIVE RIGHTS:** Nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right other than right of possession and quiet enjoyment of the premises pursuant to the terms and conditions of this Agreement.

44. **RADON GAS:** 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 your county public health unit.

45. NON-APPROPRIATION: The obligation of the Lessor to fund any expenditures required by this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential Lessor services have been budgeted and appropriated, sufficient monies for the funding of any expenditures that are due during that year. Notwithstanding the foregoing, the Lessor shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the Lessor pursuant to this Agreement.

46. SURVIVAL: All obligations of Lessee (including but not limited to indemnity obligations) and rights of the Lessor arising during or attributable to the period prior to expiration or earlier termination of this Agreement shall survive such expiration or earlier termination.

47. NO THIRD PARTY BENEFICIARIES: Persons not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

48. NO WAIVER: No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the Lessor's consent respecting any action by Lessee shall not constitute a waiver of the requirement for obtaining the Lessor's consent respecting any subsequent action.

49. CAPTIONS: The captions of the paragraphs of this Agreement are for convenience of reference only and shall not be considered or referred to in resolving questions of interpretation.

50. END OF TERM.

A. At the expiration of this Lease, subject to renewals, Lessee shall surrender the demised Premises in the same condition as it was in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and shall deliver all keys and combinations to locks, safes and vaults to Lessor. Before surrendering the Demised Premises, Lessee shall remove all its personal property, trade fixtures, inventory, alterations, additions and decorations, and shall repair any damage caused thereby. Lessee's obligations to perform this provision shall survive the end of the term of this Lease. If Lessee fails to remove its property upon the expiration of this Lease, the said property, at Lessor's option, shall be deemed abandoned and shall become the property of Lessor.

B. If the demised Premises are not surrendered at the end of the term, then Lessee shall indemnify Lessor against loss or liability resulting from delay by Lessee in so

surrendering the demised Premises, including, without limitation, any claims founded on such delay made by any succeeding occupant of the demised Premises or any part thereof, and Lessee shall be liable to Lessor for any and all legal expenses, costs, and fees incurred by Lessor in obtaining the possession of the demised Premises.

51. **HOLDING OVER.** Any holding over after the expiration of this term or upon termination, shall be construed to be a tenancy from month to month and shall otherwise be on the terms herein specified so far as applicable.

52. **NO WAIVER.** Failure of Lessor to insist upon the strict performance of any provision or to exercise any option or enforce any rules and regulations shall not be construed as a waiver for the future of any such provision, rule or option. The receipt by Lessor of rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing signed by Lessor. No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent shall be deemed to be other than on account of the earliest rent then unpaid nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

53. **RECORDING.** Lessee shall not record this Lease without consent of Lessor.

54. **PARTIAL INVALIDITY.** If any provision of this Lease or application thereof to any person or circumstance shall, to any extent, be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

55. **PROVISIONS BINDING, ETC.** Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the Parties, their legal representatives, successors and assigns. Each provision of this lease to be performed by Lessee shall be construed to be both a covenant and a condition.

56. **ENTIRE LEASE, ETC.** This Lease and the Exhibits, Riders and/or Addenda if any attached, set forth the entire Lease between the parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by the party sought to be charged. Submission of this Lease for examination does not constitute an option for the demised Premises and becomes effective as a Lease only upon execution and delivery thereof by Lessor to Lessee. It is herewith agreed that this Lease contains no restrictive covenants in favor of Lessee. The captions and numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor in any way affect this Lease.

57. **NO PARTNERSHIP.** Nothing contained in this Lease shall, or shall be deemed or construed so as to create the relationship of principal-agent, joint venturers, co-adventurers,

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this “Second Amendment”), is made as of the “Effective Date” set forth below, by and between the **CITY OF ST PETE BEACH** (“lessor”) and **MERRY PIER PARTNERS, LLC** (“lessee”), for the purposes set forth herein.

RECITALS

WHEREAS, Lessor and Lessee have previously executed that certain “Lease Agreement” for the “Merry Pier” dated February 5, 2011 and a First Amendment to Lease Agreement dated March 27, 2012 (together, “the Lease”) pursuant to which Lessee has leased from Lessor certain premises (“the Premises”), commonly known as “Merry Pier”, located within the City of St. Pete Beach; and

WHEREAS, Lessor and Lessee have agreed to amend the Lease again as more fully set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing recitals (which are incorporated herein by this reference), the sum of Ten and No Dollars (\$10.00) each to the other paid, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby covenant and agree as follows.

AGREEMENT

1. **Recitations and Definitions.** The foregoing recitations of fact are true and correct and are incorporated here by this reference. All capitalized terms contained in this Amendment shall have the meaning ascribed to them in the Lease unless otherwise defined herein.
2. **Lease Amendments.**

a) Section 2 of the Lease is here by revised and amended as follows:

“2. TERM:

A. Lessee shall occupy and use the Premises during the five (5) year period commencing on February 1, 2011 (the “Commencement Date”) and an additional five (5) year period commencing February 1, 2016 and terminating on January 31, 2021 (“Term”), unless this Lease is earlier terminated as provided herein.

B. Extensions – Two (2) additional five (5) year options are available upon mutual agreement of the parties. Lessee shall notify the City at least one hundred and twenty (120) days prior to the expiration of the current term as to whether Lessee wishes to extend the Term as provided above. Lessor will notify Lessee within sixty (60) days of lessee’s notice to extend, of its acceptance or not.

b) Section 21 of the Lease is here by revised and amended as follows:

“21. LESSEE PARKING:

The Lessor shall provide no designated parking to the Lessee. On-Street parking may be utilized by the Lessee, its employees, and patrons on a first come, first serve basis in the same manner as the general public. Lessee, its employees and patrons shall pay the customary parking fee for Pier parking. City of St. Pete Beach residential on-street parking permits are available at the City ~~Hall~~ ~~Police Department~~ building and can be purchased at the resident price of ~~\$15~~ **\$20** per year or non-resident price of ~~\$100~~ **\$125** per year. The Lessor will provide the Lessee parking passes for Two Dollars (\$2.00) per day for on-street parking on Pass-A-Grille Way for customers using the services provided by the Lessee. On February 1st, 2013 parking passes provided by the Lessor will increase to Three Dollars (\$3.00) Dollars per day for on-street parking on Pass-A-Grille Way.”

c) Section 39 of the Lease is here by revised and amended as follows:

“39. SAFETY:

A. Lessee shall remove the Vessels from the berth at the Premises upon the request of the Lessor if in the sole discretion of the Lessor’s qualified representative (~~Police~~ **Sheriff’s** Department Marine Patrol Officer), the Vessels pose an imminent threat to the safety of persons or property. Has changed...”

d) A new Section 59 “ARBOR AND DECK CONSTRUCTION AND RESTORATION” is hereby added as follows:

"59. ARBOR AND DECK CONSTRUCTION AND RESTORATION:

In accordance with Section 10, CONSTRUCTION AND ALTERATION, Lessor consents to the construction and restoration by the Tenant of the arbor and deck improvements described in Exhibit A at the Tenant's expense. Tenant agrees that such construction and restoration will occur within 180 days of the execution of this Second Agreement to Lease Agreement. Section 20 of the Lease Agreement relating to LICENSES, PERMITS, CERTIFICATIONS AND AUTHORIZATIONS not withstanding, Lessor shall waive local permit fees on such arbor and deck restoration and construction."

3. **Modifications.** Except as otherwise modified by this Second Amendment, all provisions, conditions, duties and obligations set forth in the Lease shall remain in full force and effect and unaffected by this Second Amendment.
4. **Entire Agreement.** This Second Amendment embodies the entire agreement between the parties hereto regarding this Second Amendment and supersedes any prior understandings or written or oral agreements between the parties concerning the First Amendment. This Second Amendment cannot be varied, modified, amended or altered except by written agreement of the parties.
5. **Execution.** This Second Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original. This Second Amendment may be executed via facsimile and the facsimile signature of any party shall be considered valid, binding and effective for all purposes.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Second Amendment to be effective (the "Effective Date") as of the date the latter of Lessor or Lessee executes this Second Amendment below.

City of St. Pete Beach, a Florida
Municipal corporation

By: Elaine Edmunds
Elaine Edmunds
Interim City Manager

ATTEST:
Robert Adams
City Clerk

By: R. J. Coffman
Randall Coffman
Merry Pier Partners, LLC

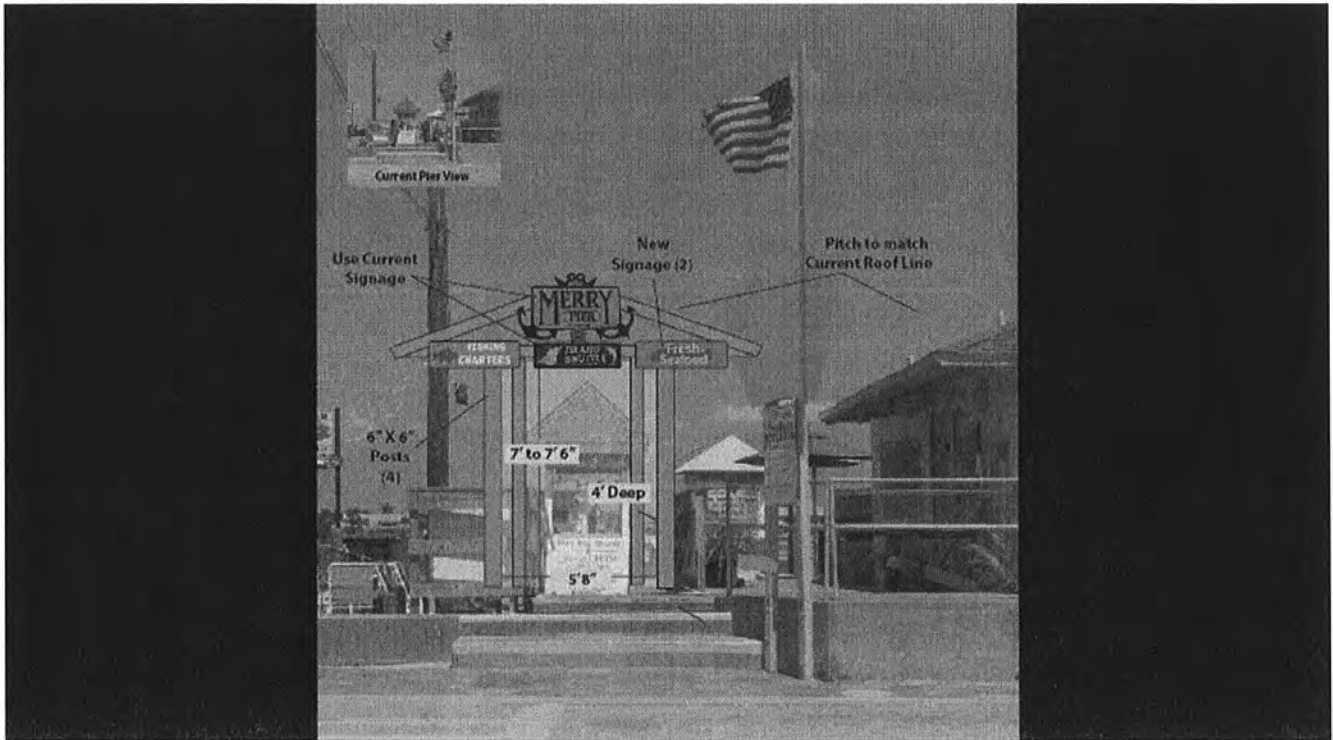
By: Nancy Davidek
Nancy Davidek
Merry Pier Partners, LLC

APPROVED AS TO FORM:

City Attorney or Designee

By: [Signature]
City Attorney

EXHIBIT A



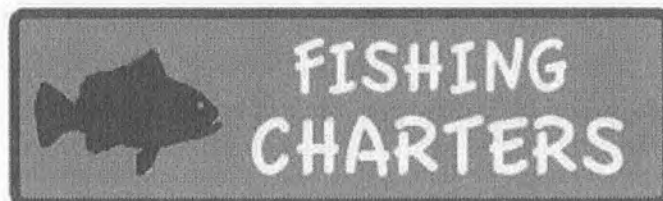
1.



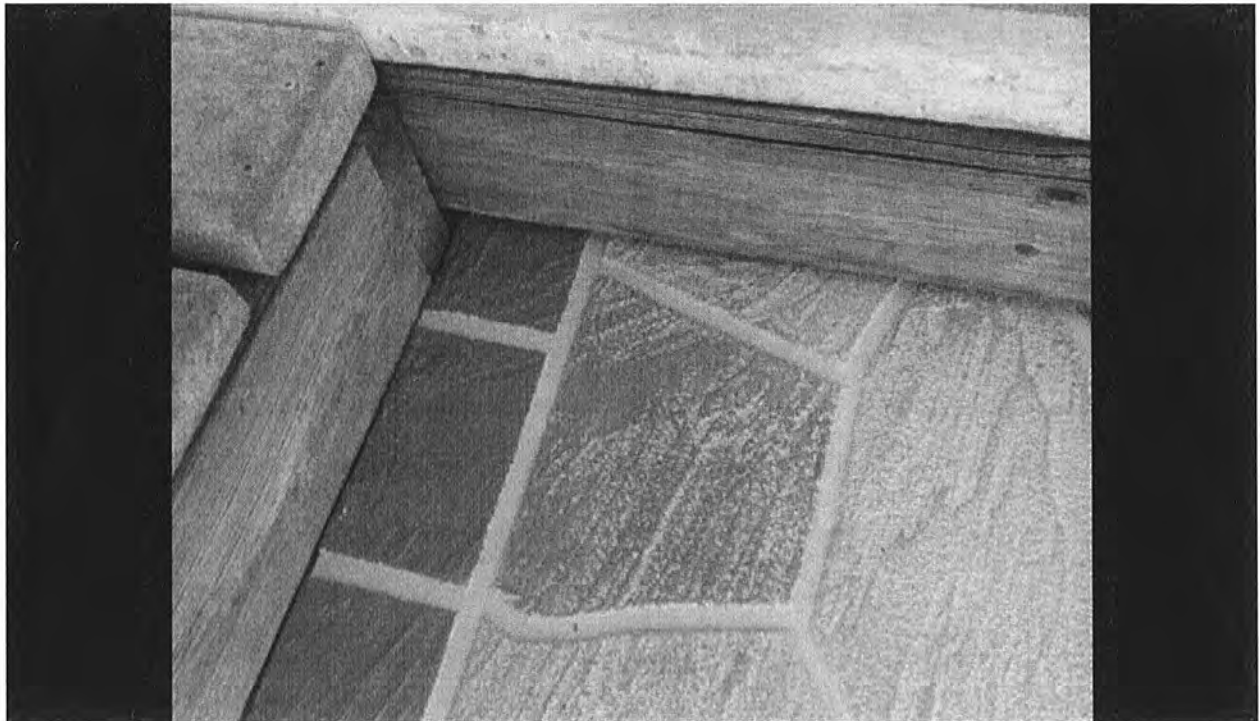
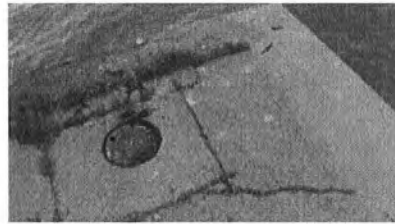
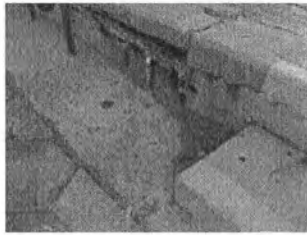
New Signs

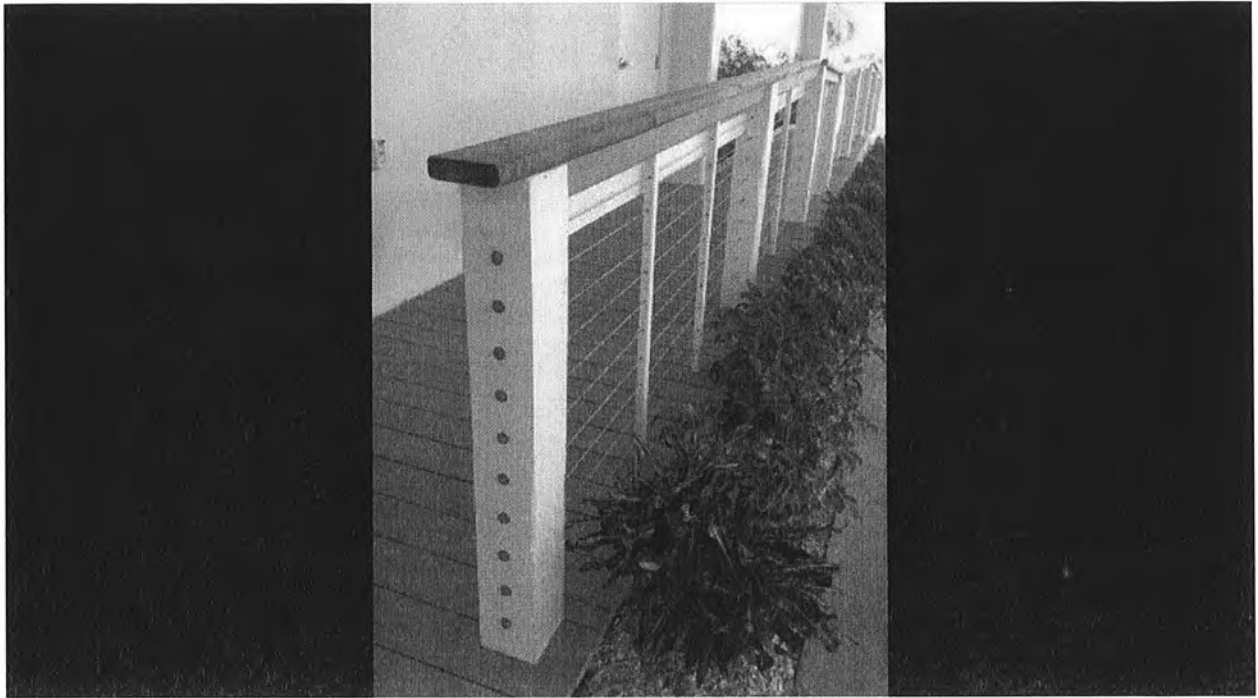
ETCHED
SIGNS

2.



Concrete Slab & Sea Wall are in need of Repair & Re-Surfacing





**St. Pete Beach City Commission
Agenda Report**

8/5/2014: Approved
but unsigned

Issue Considered: Authorization for the City Manager to amend the existing lease agreement with Merry Pier Partners, LLC to permit limited on premises consumption of beer and wine and limited consent to sub lease the side deck/patio area subject to the terms and conditions set forth in the FIRST AMENDMENT TO LEASE AGREEMENT and CONSENT TO SUBLEASE AGREEMENT.

Date: March 27, 2012

Prepared By: Dan O'Connor – Administrative Services Supervisor

Through: Elaine Edmunds – Finance Director

Summary of Issue: Merry Pier Partners, LLC is requesting an amendment to the existing lease agreement that would permit limited on site consumption of beer and wine on premises subject to the following restrictions:

- A. Between the hours of 6:00 AM and 7:00 PM;
- B. Compliance with all federal, state and local laws, codes and regulations applicable to the sale of beer and wine and consumption of beer and wine on the premises; and
- C. Obtaining all required licenses and permits and insurance as the City may reasonably require for the sale of beer and wine and consumption of beer and wine on the premises.

Merry Pier Partners, LLC is also requesting limited consent to sub lease the side deck/patio area subject to the terms and conditions set forth in the consent to sub lease agreement.

The City Attorney has reviewed the agreements and has approved same to form.

Requested Motion: “I move to authorize the City Manager to amend the existing lease agreement with Merry Pier Partners, LLC to permit limited on premises consumption of beer and wine and limited consent to sub lease the side deck/patio area subject to the terms and conditions set forth in the FIRST AMENDMENT TO LEASE and CONSENT TO SUBLEASE AGREEMENTS.

Attachments: First Amendment to Lease and Consent to Sub Lease Agreements.

**Reviewed by
City Manager:**

MB

Attest: _____
City Clerk (SEAL)

Attest: _____
Executive Secretary (SEAL)

Legal Review:

Legal Review:

City Attorney

Office of the General Counsel, District 7

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "First Amendment"), is made as of the "Effective Date" set forth below, by and between the **CITY OF ST PETE BEACH** ("lessor") and **MERRY PIER PARTNERS, LLC** ("lessee"), for the purposes set forth herein.

WITNESSTH:

WHEREAS, Lessor and Lessee have previously executed that certain "Lease Agreement" for the "Merry Pier" dated February 5, 2011 ("the Lease") pursuant to which Lessee has leased from Lessor certain premises ("the Premises"), commonly known as "Merry Pier", located within the City of St. Pete Beach; and

WHEREAS, Lessor and Lessee have agreed to amend the Lease as more fully set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing recitals (which are incorporated herein by this reference), the sum of Ten and No Dollars (\$10.00) each to the other paid, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby covenant and agree as follows:

1. **Lease Amendments**

A. Section 4 of the Lease is hereby revised and amended as follows:

PERMITTED USES:

The Premises shall be occupied by Lessee solely for the purpose of operating boats for tours, rides and excursions at the Merry Pier; kayak paddleboard and bicycle rentals; fishing,

fishing tournaments, marine life education; sale of fishing, boating and beach supplies; sale of food, food products; sale of beer and wine.

Beer and wine may be served for consumption on the premises but may only be served between the hours of 6:00 AM and 7:00 PM Monday through Sunday. Sales of beer and wine and consumption of beer and wine on premises are subject to: (i) the period of time set forth; (ii) Lessee's compliance with all federal, state and local laws, codes and regulations applicable to the sale of beer and wine and consumption of beer and wine on the premises; and (iii) upon Lessee obtaining all required licenses and permits and insurance as Lessor may reasonably require for the sale of beer and wine and consumption of beer and wine on the premises. Lessee shall not use or permit the use of the premises for any other use or purpose than that set forth herein without prior written consent of Lessor.

B. Section 22. A. of the Lease is hereby deleted in its entirety.

2. Except as otherwise modified by this First Amendment, all provisions, conditions, duties and obligations set forth in the Lease shall remain in full force and effect and unaffected by this First Amendment.

3. This First Amendment embodies the entire agreement between the parties hereto regarding this First Amendment and supersedes any prior understandings or written or oral agreements between the parties concerning the First Amendment. This First Amendment cannot be varied, modified, amended or altered except by written agreement of the parties.

4. This First Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original. This First Amendment may be executed via facsimile and the facsimile signature of any party shall be considered valid, binding and effective for all purposes.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this First Amendment to be effective (the "Effective Date") as of the date the latter of Lessor or Lessee executes this First Amendment below.

City of St. Pete Beach, a Florida
municipal corporation

By: _____
Michael P. Bonfield
City Manager

ATTEST:

City Clerk

By: _____
Randall Coffman
Merry Pier Partners, LLC

By _____
Nancy Davidek
Merry Pier Partners, LLC

APPROVED AS TO FORM:

City Attorney or Designee

By: _____

City Attorney

CONSENT TO SUBLEASE

The City of St. Pete Beach ("Landlord"), as landlord, pursuant to that certain Lease (the "Lease") dated February 5, 2011, as amended, by and between Landlord and Merry Pier Partners, L.L.C., ("Tenant"), as tenant, subject to and specifically conditioned upon the following terms and conditions hereby grants its consent to the Sublease dated _____, 2012, made by and between Tenant, as sublessor, and _____, a _____ ("Subtenant"), as subtenant, a copy of which is attached hereto as Exhibit "A" (the "Sublease") covering certain premises known as _____ deemed to consist of _____ square feet of rentable area, (the "Premises") as more particularly described in the Sublease.

As conditions to the consent of Landlord to the Sublease, it is understood and agreed as follows:

1. **Recitals.** The above recitals are incorporated herein as if fully set forth.
2. **Capitalized Terms.** All words and phrases have the meanings attributed to them in the Lease, unless otherwise expressly stated herein, or unless the context hereof clearly requires otherwise.
3. **No Release.** This Consent to Sublease shall in no way release Tenant or any person or entity claiming by, through or under Tenant, including Subtenant, from any of its covenants, agreements, liabilities and duties under the Lease (including, without limitation, all duties to cause and keep Landlord and others named or referred to in the Lease fully insured and indemnified with respect to any acts or omissions of Subtenant or its agents, employees or invitees or other matters arising by reason of the Sublease or Subtenant's use or occupancy of the Premises), as the same may be amended from time to time, without respect to any provision to the contrary in the Sublease.
4. **Specific Provisions of Lease and Sublease.** This Consent to Sublease consenting to a sublease to Subtenant shall not be construed to amend the Lease in any respect, any purported modifications being solely for the purpose of setting forth the rights and obligations as between Tenant and Subtenant, but not binding Landlord.
5. **Amendment of Sublease.** Tenant and Subtenant shall not amend the Sublease in any respect without the prior written approval of Landlord. In no event shall any such amendment affect or modify or be deemed to affect or modify the Lease in any respect.
6. **Limited Consent.** Except as otherwise set forth herein, this Consent to Sublease does not and shall not be construed or implied to be a consent to any other matter for which Landlord's consent is required under the Lease, including, without limitation, any alterations, additional or further subleases, assignments or transfers of the Lease or any interest therein or thereto under the Lease including without limitation, a sub-sublease or any assignment of the Sublease. This Consent represents Landlord's consent for Tenant to enter into a Sublease solely with Subtenant pursuant to the provisions enumerated herein. The Landlord expressly does not consent to an assignment of the Sublease by Subtenant or Tenant, and the Sublease by and between Tenant and Subtenant must not be assignable or delegable to any other person or entity.

7. **Tenant's Continuing Liability.** Tenant shall be liable to Landlord for any default under the Lease, whether such default is caused by Tenant or Subtenant or anyone claiming by or through either Tenant or Subtenant, but the foregoing shall not be deemed to restrict or diminish any right which Landlord may have against Subtenant pursuant to the Lease, in law or in equity for violation of the Lease or otherwise, including, without limitation, the right to enjoin or otherwise restrain any violation of the Lease by Subtenant.
8. **Acceptance by Tenant and Subtenant.** Tenant and Subtenant understand and acknowledge that Landlord has agreed to execute this Consent to Sublease based upon Tenant's and Subtenant's acknowledgment and acceptance of the terms and conditions hereof.
9. **Subordination.** The Sublease is, in all respects, subject and subordinate to the Lease, as the same may be amended. Furthermore, in the case of any conflict between the provisions of this Consent to Sublease or the Lease and the provisions of the Sublease, the provisions of this Consent to Sublease or the Lease, as the case may be, shall prevail unaffected by the Sublease.
10. **Landlord's Charges.** Tenant specifically agrees to pay all of Landlord's reasonable costs, charges and expenses, including attorneys' fees at all tribunal levels, incurred in connection with the Sublease and this Consent to Sublease upon submission of bills therefor, and that the failure to pay the same upon demand shall be a default under the Lease.
11. **Insurance.** Subtenant shall maintain all policies of liability and other insurance and otherwise comply with the insurance requirements of Tenant according to the Lease and which Subtenant is required to maintain according to the Sublease, which policies will name Landlord and such other persons or firms as Landlord specifies from time to time as additional insureds. Certificates of such insurance shall be furnished by Subtenant to Landlord upon Subtenant's execution of this Consent to Sublease. Subtenant waives any and all right to recover against Landlord or against any other tenant or occupant of the Premises, or against the Commissioners, officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees, or business visitors of Landlord or of such other tenant or occupant of the Premises, for any loss or damage to such waiving party arising from any cause covered by any property insurance required to be carried by such party pursuant to the Lease or any other property insurance actually carried by such party. Subtenant from time to time will cause its insurer to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Premises or the contents of the Premises. Subtenant assumes all risk of damage of Subtenant's property within the Premises, including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, act of any other tenant, or any other cause.
12. **Termination of Lease; Right of Direct Action.** If at any time prior to the expiration of the term of the Sublease the Lease shall be in default beyond the applicable curative periods, terminate or be terminated for any reason (or Tenant's right to possession shall terminate without termination of the Lease), the Sublease shall simultaneously terminate. Nothing contained in this paragraph shall be construed to impair or modify any right otherwise exercisable by Landlord, whether under the Lease, any other agreement or in law. In the event of any default under the Lease which is not cured within any applicable grace period, Landlord shall have the right of direct action against Sublessee pursuant to the same remedies as are available to Landlord against Tenant.

13. **Services.** Tenant hereby agrees that Landlord may furnish to the Premises services requested by Subtenant other than or in addition to those to be provided under the Lease, and bill Subtenant directly for such services for the convenience of and without notice to Tenant. Subtenant hereby agrees to pay Landlord all amounts which may become due for such services on the due dates therefor. If Subtenant shall fail to do so, however, and if Tenant has been notified in advance in writing about the furnishing of such other or additional services to Subtenant and Tenant does not notify Landlord of its protest of same within ten (10) days following such notice, Tenant agrees to pay such amounts to Landlord upon demand as Rent under the Lease, and the failure to pay the same upon demand shall be a payment default under the Lease.
14. **No Waiver; No Privity.** Nothing herein contained shall be deemed a waiver of any of Landlord's rights and remedies under the Lease and shall not be construed as a bar to any subsequent enforcement of any of Landlord's rights or remedies. In no event, however, shall Landlord be deemed to be in privity of contract with Subtenant or owe any obligation or duty to Subtenant under the Lease or otherwise, any duties of Landlord under the Lease being in favor of, for the benefit of and enforceable solely by Tenant.
15. **Notices.** Subtenant agrees to promptly deliver a copy to Landlord of all notices of default and all other notices sent to Tenant under the Sublease, other than ministerial notices, and Tenant agrees to promptly deliver a copy to Landlord of all such notices sent to Subtenant under the Sublease. All copies of any such notices shall be delivered personally or sent by United States certified mail, postage prepaid, return receipt requested, to The City of St. Pete Beach, c/o City Manager, 155 Corey Avenue, St. Pete Beach, Florida 33706 or to such other place or persons as Landlord or its agent may from time to time designate.
16. **Reservation of Rights.** This Consent to Sublease shall be deemed limited solely to the Sublease, and Landlord reserves the right to consent or to withhold consent and all other rights under the Lease with respect to any other matters including, without limitation, any proposed alterations (except as otherwise set forth herein) and with respect to any further or additional subleases, assignments or transfers of the Lease or any interest therein or thereto including, without limitation, a sublease or any assignment of this Sublease.
17. **Right to Cure Subtenant Default.** Tenant shall be notified in writing of any events of default of the Lease by Subtenant in the event Landlord intends to declare a default under the Lease as to Subtenant, and in such event, Tenant shall have the right to timely cure such default as set forth in the Lease.
18. **Brokers.** Landlord, Tenant and Subtenant represent and warrant that, except as disclosed in the Sublease, they neither consulted nor negotiated with any broker or finder with respect to the Premises or this Sublease. Tenant and Subtenant agree to indemnify, protect, defend, and save Landlord harmless from and against any claims for fees or commissions from anyone with whom they have dealt in connection with the Premises or this Consent to Sublease including attorneys' fees at all tribunal levels incurred in connection with the defense of any such claim.
19. **Ratification of Lease.** Except as expressly set forth herein, the Lease remains in full force and effect in accordance with its terms and provisions; and Landlord and Tenant do hereby ratify,

adopt, and confirm its terms and provisions and its terms and provisions shall remain in full force and effect.

20. **Entire Agreement.** The Lease as modified herein is intended by the parties as the final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein or therein. No course of prior dealings between the parties, their officers, employees, agents, or affiliates shall be deemed relevant or admissible to supplement, explain or vary any of the terms and provisions of the Lease. No representations, understandings or agreements have been made or relied upon in the making of this Consent to Sublease other than set forth herein.
21. **Conflicts.** Landlord, Tenant and Subtenant agree that should any provision in this Consent to Sublease disagree with or conflict with any provision in the Lease, the provision in the Lease will control.
22. **No Construction Against Drafting Party.** Landlord, Tenant and Subtenant acknowledge that each of them and their counsel have had an opportunity to review this Consent to Sublease and that this Consent to Sublease will not be construed against Landlord merely because Landlord has prepared it.
23. **Time is of the Essence.** Time is of the essence of all terms and conditions of this Consent to Sublease.
24. **No Claims.** Tenant acknowledges and agrees that through the date hereof, Landlord, its predecessors in interest, and their respective Commissioners, officers, employees and agents have fully and completely performed all of the obligations on their part to be performed under the Lease, and thus (i) Tenant has no claim or cause of action against them under the Lease or otherwise, (ii) Tenant does not have any existing setoffs, counterclaims or defenses against Landlord under the Lease, and (iii) Landlord has paid all amounts and performed all work required to be paid or performed by Landlord under the Lease as of the date hereof.
25. **Tenant and Subtenant Bound.** By executing this Consent to Sublease, Tenant and Subtenant acknowledge and agree to be bound by all of the terms and conditions of Landlord's consent to the Sublease as set forth herein.
26. **Exculpation.** Neither Landlord, nor the Commissioners, directors, officers, agents or employees of any of the foregoing (collectively, the "Parties"), shall be personally liable, in any manner, by reason of, or as a consequence of, the execution or delivery of this Consent.
27. **No Offer.** This Consent to Sublease is submitted on the understanding that it will not be considered an offer and will not bind Landlord in any way until (a) Tenant and Subtenant have duly executed and delivered four (4) duplicate originals to Landlord and (b) Landlord has executed and delivered one of such originals to Tenant and Subtenant.
28. **Date of Consent.** For purposes of this Consent, the term "Date of this Consent" shall mean the date on which this Consent is executed by the last one of the parties to do so.

29. **No Recordation.** Neither this Consent nor the Sublease shall be recorded in the public records.

IN WITNESS WHEREOF, this Consent to Sublease has been executed on behalf of Landlord, Tenant, and Subtenant as of the Date of this Consent to Sublease.

LANDLORD:

CITY OF ST. PETE BEACH,
a Municipal _____

TENANT:

MERRY PIER PARTNERS, LLC

By: _____
Name: Michael Bonfield
Title: City Manager

Date Signed: _____, 2012

Witness to signature of Landlord:

(Print or type name)

(Print or type name)

By: _____
Name: _____
Title: _____

Date Signed: _____, 2012

Witness to signature of Tenant:

(Print or type name)

(Print or type name)

(Signatures continue on next page)

Witness to signature of Subtenant:

(Print or type name)

(Print or type name)

SUBTENANT:
(TO COME)

a _____

By: _____

Name: _____

Title: _____

Date Signed: _____, 2012

EXHIBIT A
SUBLEASE

{25313/001/00628415.DOCv2}

4. Consent

- a. Approval of minutes for the City Commission Regular Meeting of February 28, 2012.
- b. Authorize the City Manager to enter into a purchasing agreement with Hinterland Group, Inc. for \$116,112 for the rehabilitation of Lift Station #10.
- c. Authorize the City Manager to rescind the surplus of a Ford Ranger (Vehicle #180).
- d. Ratification of the City Manager's decision to expend \$33,451.44 to Rowland Inc. for emergency repairs to wastewater force main #2.
- e. Ratification of the City Manager's decision to expend \$22,650 to Seminole Septic Inc. for emergency repairs to wastewater force main #2.
- f. Authorization for the Mayor and City Manager to enter into an Interlocal Agreement providing joint control of pollutants within Pinellas County.
- g. Authorize the City Manager to sign modified FDOT District Seven Highway Beautification Maintenance Memorandum of Agreements (MOAs) for the City of St. Pete Beach to design, build and maintain new landscaping on FDOT right-of-way.

Vice Mayor Garnett moved to approve Consent Agenda Items (a) through (g) as written. The motion was seconded by Commissioner Shavlan. The motion was unanimously approved by roll call vote.

5. Action Items

- a. Authorization for the City Manager to amend the existing lease agreement with Merry Pier Partners, LLC to permit limited, on-premises consumption of beer and wine and limited consent to sub-lease the side deck/patio area subject to the terms and conditions set forth in the FIRST AMENDMENT TO LEASE AGREEMENT and CONSENT TO SUBLEASE AGREEMENT.

City Manager Bonfield explained this two-part action item.

Vice Mayor Garnett moved to approve Action Item 5(a), authorization for the City Manager to amend the existing lease agreement with Merry Pier Partners, LLC to permit limited, on-premises consumption of beer and wine on leased premises, with a thirty (30) day cancellation clause and limited consent to sub-lease the side deck/patio area subject to the terms and conditions set forth in the FIRST AMENDMENT TO LEASE AGREEMENT and CONSENT TO SUBLEASE AGREEMENT. The motion was seconded by Commissioner Shavlan.

Mayor McFarlin called for audience comments.

Nancy, Merry Pier Partners, explained that they want to allow customers the opportunity to consume beer and wine on their leased property during business hours.

J

[REDACTED]

Harry Metz, 504 Pass-a-Grille Way, stated that beer consumption was allowed on the dock until a few years ago and has never been a problem.

Hearing no further audience comments, the Mayor called for roll call vote.

The motion passed by a 4 to 1 vote with Mayor McFarlin voting no.

b. Election of Vice Mayor

Mayor McFarlin moved to approve the election of Commissioner Shavlan as Vice-Mayor. The motion was seconded by Vice Mayor Shavlan. The motion was unanimously approved by roll call vote.

c. Board Appointments – Big C, PPO, TBRPC, Suncoast League and Mayors' Council

It was the consensus of the Commission that the following board appointments be made: Commissioner Parent will remain on the Big C Board, Vice Mayor Shavlan will remain on the Pinellas Planning Council Board, Commissioner Huhn will accept the Tampa Bay Regional Planning Council appointment, Commissioner Garnett will remain on the Suncoast League Board and Mayor McFarlin will remain on the Mayor's Council Board.

6. Ordinances

- a. Ordinance 2011-33, First Reading and Public Hearing, providing for an amendment to the Future Land Use Map of the Comprehensive Plan for the property located at 1307 Gulf Way, further illustrated on the map in "Exhibit A", changing the designation from Residential High with the Resort Facilities Overlay to Residential Low Medium. (Legislative)

Ordinance 2011-33 was continued to date certain April 10, 2012.

- b. Ordinance 2011-34, providing for an amendment to the official zoning map for the property located at 1307 Gulf Way, as illustrated on the map in "Exhibit A" from THD to RLM-2. (Quasi-Judicial)

Ordinance 2011-34 was continued to date certain April 10, 2012.

- c. Ordinance 2011-37, First Reading and Public Hearing, an ordinance of the City of St. Pete Beach, Pinellas County, Florida, providing for an amendment to the Future Land Use Map of the Comprehensive Plan for the property located at 701 Gulf Way, as illustrated on the map in "Exhibit A"; Providing for the repeal of ordinances or parts of ordinances in conflict





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/31/2011

PRODUCER (727) 388-4545 x604 FAX: (727) 388-4510
Legacy Underwriters, Inc.
PO Box 1972

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Saint Petersburg FL 33771

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

Merry Pier Partners, LLC
801 Pass-A-Grille Way

INSURER A: Markel - Essex

INSURER B:

INSURER C:

INSURER D:

INSURER E:

St. Petersburg FL

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY	9CD0456-0	2/1/2011	2/1/2012	EACH OCCURRENCE
		☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)
		☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY
		☐ POLICY ☐ PRO-JECT ☐ LOC				GENERAL AGGREGATE
						PRODUCTS - COMP/OP AGG
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)
		☐ ANY AUTO				BODILY INJURY (Per person)
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)
		☐ HIRED AUTOS				
		☐ NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT
		☐ ANY AUTO				OTHER THAN EA ACC
						AUTO ONLY: AGG
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE
		☐ DEDUCTIBLE				
		☐ RETENTION \$				
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				OTH-ER
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT
						E.L. DISEASE - EA EMPLOYEE
						E.L. DISEASE - POLICY LIMIT
A		OTHER Liquor Liability	9CD0456-0	2/1/2011	2/1/2012	\$1,000,000 Aggregate
A		Property Coverage	9CD0456-0	2/1/2011	2/1/2012	\$10,000. Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Certificate Holder is listed as Additional Insured on the policy.

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Theresa Jewell

ACORD 25 (2009/01)

INS025 (200901)

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

partners or co-Lessees between Lessor and Lessee; it being the express intention of the parties that they are and shall remain independent contractors one as to the other.

58. RADON GAS DISCLOSURE. 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 your county public health unit.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date and year first above written.

City of St. Pete Beach, Florida

By Michael P. Bonfield
Michael P. Bonfield
City Manager

Merry Pier Partners, LLC

By R. J. Coffman
Randall Coffman - Member
Merry Pier Partners, LLC

ATTEST:

Pamela A. Prell
Pamela Prell
Deputy City Clerk

Merry Pier Partners, LLC

By: Nancy Davidek
Nancy Davidek - Member
Merry Pier Partners, LLC

APPROVED AS TO FORM:

City Attorney or Designee

By: [Signature]

City Attorney



8TH AVENUE PIER:

Mary Lee

That certain parcel of land in Government Lot 4, located in Section 19, Township 32 South, Range 16 East, lying Easterly of Morey Beach, a subdivision of said Government Lot 4 of Section 19, Township 32 South, Range 16 East, as recorded in Plat Book 1 Page 102, Public Records of Hillsborough County, Florida of which Pinellas County was formerly a part, being more particularly described as follows: Commencing at the Northeast corner of Lot 1 Block 5, of said Morey Beach; thence S. 03° 54' 08" W., along the East line of said Block 5, a distance of 169.01 feet; thence leaving said line S. 86° 34' 12" E., 61.50 feet to the seawall for a Point of Beginning; thence continue S. 86° 34' 12" E., 116.36 feet; thence S. 03° 25' 40" W., 145 feet; thence N. 86° 34' 12" W., 132.75 feet to the seawall; thence along the seawall by a curve to the left, radius 1190 feet, arc 146.01 feet, chord N. 09° 52' 42" E., 145.92 feet to the Point of Beginning

Pinellas County

Florida

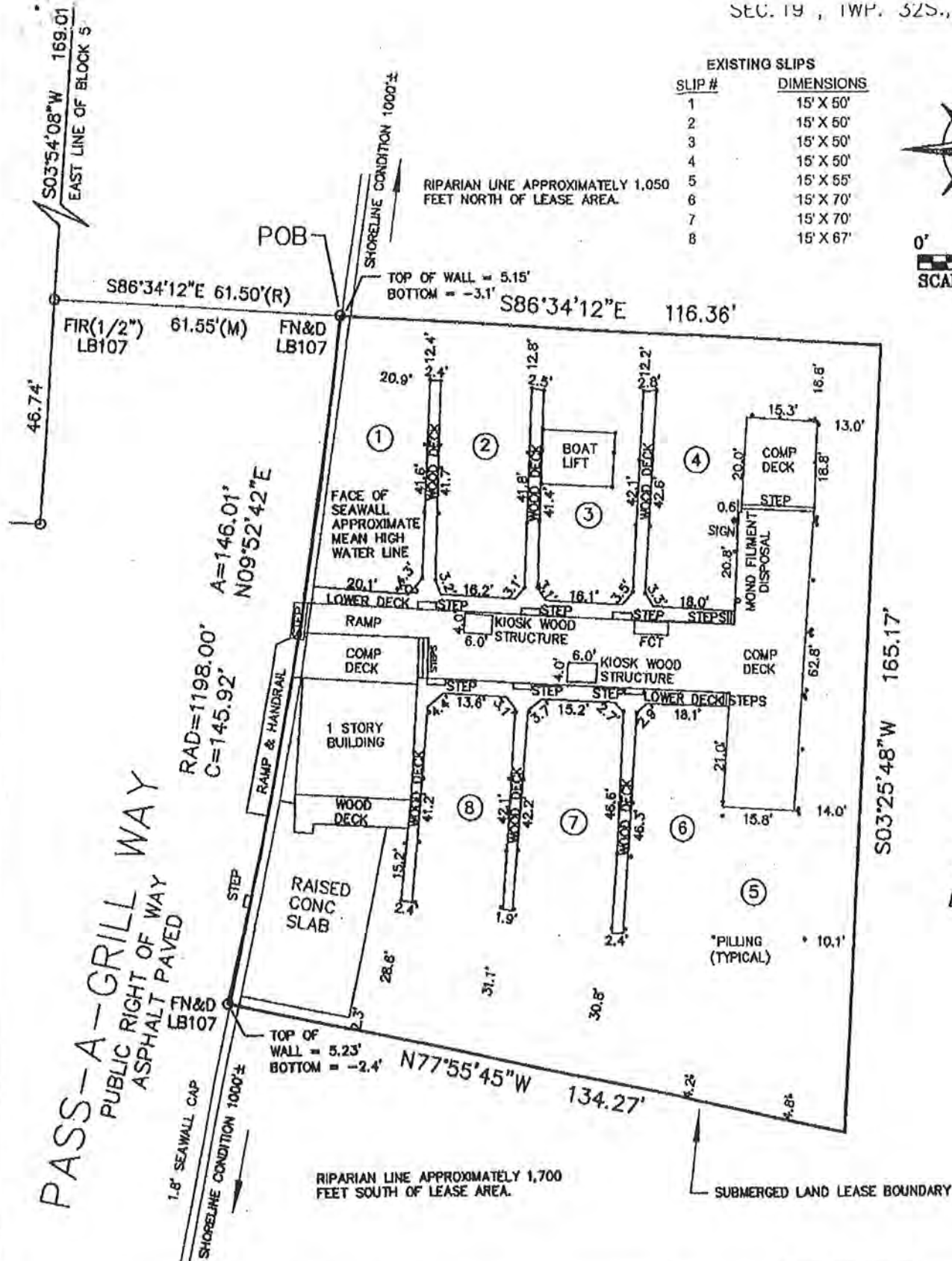
For: City of St. Petersburg Beach *E. Fred Leavel and Associates, Inc.*
c/o: Jerry Colen

ST. PETERSBURG HUDSON CLEARWATER
ZEPHYRHILLS

Order No. 33280
November 11, 1981



SLIP #	DIMENSIONS
1	15' X 50'
2	15' X 50'
3	15' X 50'
4	15' X 50'
5	15' X 55'
6	15' X 70'
7	15' X 70'
8	15' X 67'



DEUEL ASSOCIATES
CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

4025 EAST BAY DRIVE, SUITE 211
CLEARWATER, FL 34764
PH 727.822.4181 FAX 727.821.7255
WWW.DEUELENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NUMBER 28820
LICENSED BUSINESS NUMBER 107

THIS DOCUMENT IS NOT FULL AND
COMPLETE WITHOUT THE ATTACHED
REPORT

**SPECIAL PURPOSE
FIELD SURVEY**

ST. PETE BEACH

FLORIDA

WORK ORDER	2010-36
DATE:	3-15-2010
DRAWN:	DR
SCALE:	1"=30'
SHEET NO.	4 OF 4

LEGEND
A=ARC; AC=ACRES; AVE=AVENUE; CH=CHORD; CHB=CHORD BEARING;
COMP=COMPOSITE DECK; CONC=CONCRETE; CT=COURT; Δ=DELTA; FCM=FOUND
CONCRETE MONUMENT; FCT=FISH CLEANING TABLE; FIP=FOUND IRON PIPE;
FN&D=FOUND NAIL AND DISK; LB=LICENSED BUSINESS; M=MEASURED
P.B.=PLAT BOOK; PGS=PAGES; P.O.B.=POINT OF BEGINNING; P.O.C.=POINT OF
COMMENCEMENT PSM=PROFESSIONAL SURVEYOR & MAPPER; R=RECORD;
RAD=RADIUS; R/W=RIGHT OF WAY; TYP=TYPICAL



City of St. Pete Beach

155 Corey Avenue
St. Pete Beach, Florida 33706-1839
727-367-2735
www.stpetebeach.org

August 13, 2012

Merry Pier Partners, LLC
801 Pass-A-Grille Way
St Pete Beach, FL 33706

RE: BOT File # 520026983

Please find attached a certified copy of the agreement:

**SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL AND MODIFICATION
TO INCREASE SQUARE FOOTAGE AND REDUCE LEASE TERM**

Recorded by the Clerk of Court of Pinellas County, FL in Book 17675 – pages 2254-2266 on August 8, 2012 and certified on August 9, 2012.

Sincerely,

City of St Pete Beach, FL
Sylvia P Hamm
Office of City Clerk

cc:

Mike Bonfield, City Manager
Mike Davis, City Attorney

pp:

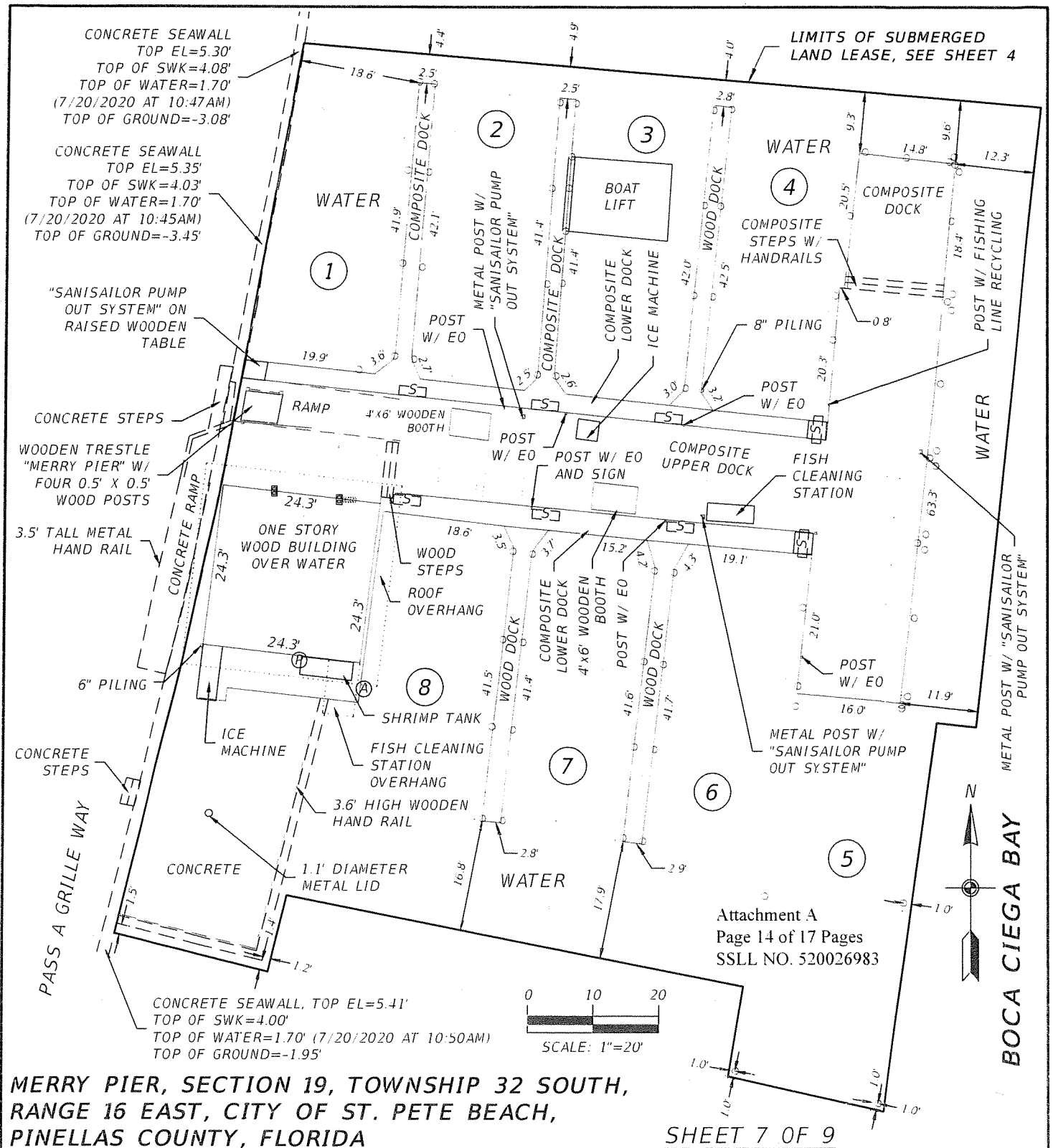
Enclosures



MERRY PIER TIMELINE

Date	Description
Feb 1, 2011	Merry Pier Partners, LLC is awarded the lease on Merry Pier. First 5 year term commences. Piers and walkways are all in usable condition
2011	Merry Pier Partners, LLC upgrades bathrooms and installs a kitchen at a cost of \$5,100
June 23 – 27, 2012	Tropical Storm Debby hits Pass-A-Grille. Tornado comes up Pass-A-Grille Way. High winds and waves completely destroy three finger piers, 2 on the south side, one on the north side. Damage remains for one year
March – June 2013	Speeler Construction is awarded the contract to fix the three finger piers, and replace boards on the lower walkways. Stringers on walkways are not replaced.
August – December 2014	Merry Pier Partners resurfaces side deck, adds railing and posts a new sign/arbor at entrance facing 8 th Avenue at a cost of \$13,750
February 1, 2016	Merry Pier Partners begins second five year lease term as per the terms of the original lease agreement. Annual rent increases continue every February
September 1, 2016	Hurricane Hermine – lost half of finger pier next to building (not one that was replaced by Speeler), rendering that slip and pier unusable. Old finger piers on north side of dock are damaged, boards missing, rendering another slip and pier unusable. Lost staircase leading down to lower deck on main dock
October 7, 2016	Hurricane Matthew. More missing boards on older piers, walkway in front to Shell Key Shuttle boat starting to sag (this continues to worsen up to now)
During 2017	Two of the pilings on the east side of the wet slip being leased by Miss Pass-A-Grille Deep Sea fishing deteriorate and have to be removed, leaving that slip unusable except for picking up and dropping off passengers. Boat cannot stay in slip overnight.
September 10, 2017	Hurricane Irma. High water and winds cause more damage to the older finger piers.
December 2017	City hires Collins construction to address some of the issues at the pier. Damaged plumbing under the building (from storms), rebuild staircase that has been missing since September 2016. Repairs to unsafe deck above staircase leading to the Offshore Hustler Fishing boat.
Not sure of these dates	CPWG is hired to assess the condition of the pier. Except for the piers replaced by Speeler in 2013, all of the dock will need to be rebuilt. Not feasible to repair any of the damaged or missing finger piers.
February 1, 2018	Rent is scheduled to increase on this date per lease terms. Up to this point, all annual increases have been paid by Merry Pier Partners, LLC. City commission agrees to waive the increase for 2018.
October 10, 2018	Hurricane Michael. Lost what was left of finger pier next to building. Boards and debris from pier floating and endangering the boats.
February 2019	Merry Pier Partners, LLC requests that the annual rent increase be waived for another year due to loss of use of some of the premises.

2/12/2019. Approved at
City Commission meeting
Red Noyes



**MERRY PIER, SECTION 19, TOWNSHIP 32 SOUTH,
RANGE 16 EAST, CITY OF ST. PETE BEACH,
PINELLAS COUNTY, FLORIDA**

DATE: 12/03/2020
PROJECT NUMBER: 190017
DRAWN: D. HEATH
CHECKED: J. SCHWARTZ

**MERRY PIER
ST. PETE BEACH,
PINELLAS COUNTY, FLORIDA**

cpwg
CRIBB PHILBECK WEAVER GROUP, INC. (CPWG)
3918 N. HIGHLAND AVENUE, TAMPA, FL 33603
PHONE (813) 361-2644, FAX (813) 223-2469
PROFESSIONAL SURVEYOR & MAPPER
BUSINESS LICENSE NUMBER: LB8232

5. ACTION ITEMS

a. Merry Pier Lease Agreement Renewal

Mr. Rey explained that the current Lease Agreement with Merry Pier Partners, LLC expires on January 31, 2021. Merry Pier is exercising their option of another five (5) year extension to the Agreement by giving the City at least 120 days for consideration to extend the terms. He addressed the following three changes:

1. New parking rates established in the City's Code of Ordinances
2. Pier construction/rehabilitation
3. Ticket booth replacement

Mr. Rey stated that the pier will be downsized to match the current demands of the existing pier. There will no longer be any boat slips on the north side, only the south side.

Nancy, Merry Pier Partners, opined that a few of the following changes should be made to the Agreement:

- 60 and 61 should be combined and titled "Improvements by Lessor" and then renumbering should follow
- The word "piling" should be changed to "pilings" as there are more than one
- 5.g. says "norths" should be changed to "north sides"

The City is in agreement with these changes and will make the necessary corrections and prepare for signatures.

Motion: Commissioner Pletcher moved, Vice Mayor Izzo seconded and the motion carried 5-0 to authorize the City Manager to renew the Merry Pier Lease Agreement with Merry Pier Partners, LLC.

6. ORDINANCES

a. First Read Ordinance 2020-28 One Way Streets

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, CHAPTER 82 – TRAFFIC AND VEHICLES, ARTICLE II - SPECIFIC STREET REGULATIONS, DIVISION 1 - GENERALLY, SECTION 82-31 – ONE-WAY STREETS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

Mr. Rey stated that this Ordinance provides for a new one-way designation north of 73rd Avenue at the alley behind the library. There will be a stand-alone book drop off location and this one-way will allow for drivers to drive by the drop off and put their books in without having to exit their cars.

Commissioner Friszolowski asked for one change; number 1 of the Ordinance for East Maritana Drive, please add the direction of "westbound".

Motion Commissioner Graus moved, Commissioner Friszolowski seconded, and the motion carried 5-0 to approve the first reading of Ordinance 2020-28.

7. RESOLUTIONS