



COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue

Tuesday, April 10, 2012

6:00 PM

Call to Order
Pledge of Allegiance
Invocation
Roll Call

REGULAR MEETING

- 1. Changes to the Agenda** - Any agenda items to be added, moved, or deleted will be addressed at this time. Added items will be assigned agenda item numbers and moved items should remain with the same item numbers. Notation will be made that those items will be taken out of order. Consent items may be removed for discussion, changes, and/or anticipation of a non-unanimous vote and considered separately on the request of anyone on the Commission or by a majority vote of the City Commission upon request of an audience member.
- 2. Presentations** - Presentations shall be limited to 5 minutes for non-city government related items.
 - a. Introduction of the new Recreation Director Jennifer McMahon**
 - b. Presentation of the City of St. Pete Beach, Florida audit for the Fiscal Year ending September 30, 2011**
- 3. Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda.
- 4. Consent**
 - a. Approval of a special event request from Pass-A-Grille Community Church to close 16th Avenue on April 14, 2012 for a 5K Run and Silent Auction.**

- b. Authorization for the City Manager to retain Siver Insurance Consultants to solicit property/casualty insurance proposals for fiscal year 2013.**
- c. Authorization for the City Manager to sign a work proposal from George F. Young, Inc. in the amount of \$43,700 to provide engineering services for the replacement of 1300 feet of deteriorated force main #2 pipe.**
- d. Authorize the City Manager to enter into a purchasing agreement with Rowland Inc. for \$241,930.50 for replacement of 1300 feet of deteriorated force main #2 pipe.**
- e. Request from the Pinellas Public Library Cooperative to approve a change to the funding formula to reallocate capital funds to operating expenses in the amount of \$400,000 on a one-time basis for the 12/13 fiscal year.**

5. Action Items – None for this agenda

6. Ordinances

- a. Ordinance 2011-33, 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 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; Providing for the repeal of ordinances or parts of ordinances in conflict herewith, to the extent of such conflict; providing for severability; and providing an effective date. (Legislative)**
- b. Ordinance 2011-34, First Reading and Public Hearing, an ordinance of the City of St. Pete Beach, Pinellas County, Florida, 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; Providing for the repeal of ordinances or parts of ordinances in conflict herewith, to the extent of such conflict; providing for severability; and providing an effective date. (Quasi-Judicial)**

7. Resolutions – None for this agenda

- 8. Items for Discussion – None for this agenda**
- 9. City Manager, City Attorney and City Commission Reports**
- 10. Adjourn Regular Meeting**

BUDGET WORKSHOP MEETING

Call to Order

- 1. FY2013 Pre-Budget Discussion – Backup information will be provided separately.**
- 2. Adjourn Workshop Meeting**

APPEAL

If a person decides to appeal any decision made at this meeting, they will need a record of the proceeding and, for such purpose, may need to ensure that a verbatim record of the meeting is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105) The City does not furnish verbatim transcripts; interested parties should make the necessary arrangements for verbatim transcripts.

AMERICAN DISABILITIES ACT

In Accordance with the American's with Disabilities Act and F.S. 286.26, persons with disabilities needing special accommodations to participate in this meeting should contact City Hall at (727) 367-2735 no later than (4) days prior to the meeting for assistance.

The public is cordially invited to attend. All agenda material is available for review at City Hall.

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Presentation of the City of St. Pete Beach, Florida audit for the Fiscal Year ending September 30, 2011

Date: April 10, 2012

Prepared By: Elaine Edmunds, Finance Director

Summary of Issue: The city auditor, Peter Schatzel, will present the audit for the City of St. Pete Beach for the fiscal year ending September 30, 2011. A copy of the audit is on the City website for public review.

Reviewed by
City Manager: MB

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: PAG Community Church 5 K Run – 16th Avenue Street Closure.

Date: April 10, 2012

Prepared By: Catherine Hartley, AICP, Senior Planner

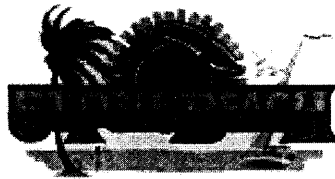
Summary of Issue: The applicant is requesting co-sponsorship from the City to close 16th Avenue from 7:00 AM – 4:00 PM on April 14th, 2012 for a 5K run and Silent Auction. There will be food and craft vendors

Requested Motions: “I move to approve the special event request for co-sponsorship to close 16th Avenue on April 14th, 2012.”

Attachments: Copy of application materials.

Reviewed by City Manager: MB

Complete and return to:
Catherine Hartley, Senior Planner
Community Development Department
155 Corey Avenue
St. Pete Beach, FL 33706



Staff Use Only:

Date Received: _____

Permit Number: 2012-51

SPECIAL EVENT PERMIT APPLICATION

Name of Event: "Make A Splash" 1st Annual WAVE 5k Fun Run and Silent Auction
 Date of Event: April 14th 2012 Time: 7:00 am to 4:00 pm
 Event Location: Starting at Hurley Park, on the sand - loop around to make 3.1 mile
 Applicant Name: JEANNE HAENNELMAN Telephone # PASS-A-GRIFFLE BEACH COMMUNITY CHURCH
 Email Address: HANNFAMILY5@MSN.COM Mailing Address: 127-366-0867
 Organization: Pass-A-Grille Beach Community Church Estimated Attendance: 300 race participants
 Description of event: 100 spectators
5 K Beach Fun Run along with a Silent Auction
and food and craft vendors all to benefit the
Pass-A-Grille Beach Community Church (PAGBCC) Youth Group
to help support their summer mission trip to Co.

DO YOU REQUEST ANY OF THESE ACTIVITIES? Please checkmark ☒ all that apply.

☐	Signage	☒	Food Sales
☒	Retail Vending <u>Crafters</u>	☐	Banner
☐	Fireworks	☐	Alcohol Sale/Consumption (Additional State Liquor Permit Required)
☐	Bonfire	☐	Cookout
☐	Vehicles On The Beach	☐	Temporary Structure (i.e.: Tent, Stage, Etc.)
☒	Street Closure	☐	On-Site Medical Team/EMS
☐	Electricity	☐	Traffic/Crowd Control

Other _____

A map must be provided denoting all above referenced areas of activity. The appropriate attached forms must also be completed.

FEE SCHEDULE:

Special Event Permit Fee \$20.00 Type 1 Events, \$50.00 Type 2 Events, \$500.00 Type 3 Events
 Non-Profit Activities No Fee Upon Proof Of Non-Profit Status

The City Administration reserves the right to require a two (2) weeks notice for all special events request. If City Commission approval is required four (4) weeks notice is required for agenda placement. This application along with any other required information must be submitted to the Community Development Department for review. Applications must be approved by all affected departments prior to final approval. Any stipulations required by the City Manager, City Staff and/or City Commission shall be met.

I hereby certify that I/we will be responsible for the preservation, sanitation and cleanup of the areas used for the special event. Additionally, I/we certify that there are no misrepresentations in the foregoing statements and answers.

Jeanne Haennelmann
 Applicant Signature

2/15/12
 Date

APPROVED



parking

REQUEST FOR CITY CO-SPONSORSHIP (Resolution 92-16)

If you are requesting a street closure, you are requesting co-sponsorship. Please turn in your application materials 45 days prior to the event so that the request can be placed on the City Commission agenda.

Co-Sponsorship: An agreement entered into by the City of St. Pete Beach with an entity to provide money, services, or supplies to help promote and implement a program or event.

Your request will be placed on the City Commission agenda for consideration of co-sponsorship. The sponsoring entity shall be notified of the decision of the City Commission by the City Clerk. Once approved for co-sponsorship for moneys, supplies or services, you will be required to submit a financial statement, (a final statement of expenditures and revenues), for the event to the City Manager within thirty (30) days of the conclusion of the program or event.

Name of Applicant: Pass-A-Grille Beach Community Church
Description of Event: 5 K Beach Fun Run, Silent Auction along with food and craft vendors.

Are you requesting:

1. Money? Yes _____ No ☒ Amount requested _____
2. In-kind services? Yes _____ No _____
3. City supplies? Yes ☒ No _____
4. Describe services/supplies requested: Is this event sponsored by a charitable or non-profit organization?

Cones and Barricades to help with closure of 16th Ave. It is a charitable event for a non-profit

If yes, what is the name of the charity or non-profit organization?

Pass-A-Grille Beach Community Church
(A letter of authorization is required from the charitable/non-profit organization).

Is this fund-raiser for the non-profit organization? If yes, proof of a permit from the Department of Consumer Protection is required.

What percent of the gross proceeds will go to the non-profit organization?

100% will be used for the youth's mission trip.

Are you receiving funding from other sources? If yes, who?

We are acquiring sponsors at this time.

Do you presently have any outstanding balances due to the City of St. Pete Beach? If yes, describe _____

N/A

Will this be an annual event? Yes ☒ No _____

Will this event be recurring later this year? Yes _____ No ☒

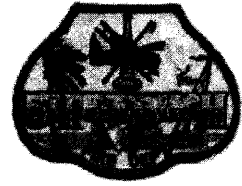
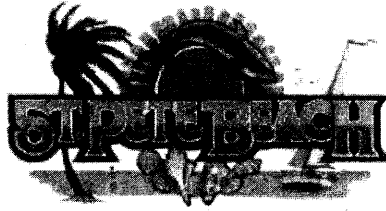
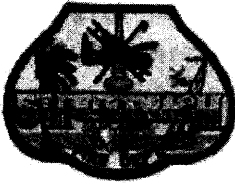
If yes, when? _____

Will this event will be open to the public? Yes ☒ No _____

If yes, how will it be advertised? We will list the race in Race Place, on the Church's website, and place flyers throughout the community.

How will this event benefit the residents of St. Pete Beach?

This event will showcase local artists, our fine youth and promote a healthy lifestyle and (-8-) of being fit and volunteering as a way to give back.



TEMPORARY STRUCTURE PERMIT APPLICATION

COMPLETE AND RETURN TO:

St. Pete Beach Fire Department
7301 Gulf Blvd.
St. Pete Beach, FL 33706
(727) 363-9206 FAX: (727) 360-6744

Name of Event: "Make A Splash" 1st Annual Wave 5K Fun Run & Silent Auction

Date of Event: April 14, 2012 Hours: 7:00 (AM/PM) to 4:00 (AM/PM)

Event Location: Hurley Park and beach loop 3.1 miles on sand
(Authorization is required from the property owner)

Event Coordinator/Applicant: Susan Morris / Jeanne Hammaelmann Phone: 360-8314 - Jeanne 366-0867

Organization: Pass-A-Grille Beach Community

Summary of Event Activities: 5K run, Silent Auction, Vendors (craft & food)

Estimated Attendance: 300

Type of Temporary Structure to be used (check one): Tent ☒ Stage ☐ Bleachers ☐ Other ☐ (description) _____

What will the structure be used for? Covering food vendors

Will cooking be conducted in the structure? Yes: ☐ No: ☒ (If yes, a separate outdoor cooking permit is required.) reheating/warming

Who is supplying the structure? Vendors

What is the structure constructed of? _____ (If the structure is a tent, attach current Flame Spread Certificate)

Does the tent have open sides? Yes: ☐ No: ☐

GUIDELINES FOR TEMPORARY STRUCTURES

- 5 Tents and air supported structures shall comply with requirements of FPC CH.39
- 5 All structures must be accessible by Fire equipment, Structurally stable, and flame resistant
- 5 There must be separate tents for cooking and dining. Over 100 people, provide emergency lighting
- 5 Fire Extinguishers (approved) minimum 2A-10BC in each tent. 40BC for fat fryers
- 5 Heat producing appliances shall not sit on combustible surface (tables, saw horses, etc.)
- 5 Cooking vendor separation - minimum of 8 feet between vendors
- 5 Electrical connections shall be only approved main disconnect panels complete with circuit breakers and a limited number of receptacles (both 220 and 120 volt) available from the City Public Works Dept.
- 5 Extension cords (temporary wiring) shall comply with NEC Article 305
- 5 Each extension cord shall be plugged directly into an approved receptacle and shall, except for approved multiplying extension cords, serve only one appliance or fixture.
- 5 Extension cords shall be in good condition without splices, deterioration, or damage.
- 5 Extension cords shall be of grounded type when servicing grounded appliances or fixtures.
- 5 Ground fault protection shall be provided to supply temporary power to equipment being used by personnel.
- 5 Plans and necessary applications shall be submitted to the building department for electrical or gas installations. Permits shall be issued only to licensed contractors and limited to one of each per event.
- 5 One EMS unit and one Fire Inspector may be required on site when 1,000 or more are expected to attend. Costs for these services will be billed to the sponsoring organization or promoter.

APPROVALS:

Building Department: _____ Date: _____

Zoning Department: _____ Date: _____

(A map must be provided denoting all above referenced areas of activity. All temporary structures, and electrical supplies must be in accordance with the City of St. Pete Beach guidelines accompanying this application.)

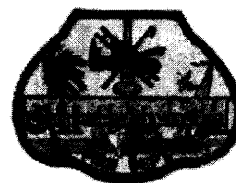
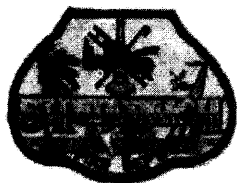
DO YOU HAVE PROOF OF LIABILITY INSURANCE FOR THIS EVENT? Yes ☐ No ☐ If this event is to be held on Public Property, the City may require that a liability bond be posted to insure that no damage is done; the amount of which is to be determined by the City's Risk Management Officer according to the intensity of the event.

I HEREBY CERTIFY THAT I/WE WILL BE RESPONSIBLE FOR THE PRESERVATION, SANITATION, AND CLEANUP OF THE AREAS USED FOR THE EVENT. ADDITIONALLY, I/WE CERTIFY THAT THERE ARE NO MISREPRESENTATION IN THE FOREGOING STATEMENTS AND ANSWERS.

Passa-Grille Beach / Susan Morris 16th AVE SPB 33706 360-8314
(Applicant) (Address) (Phone)

(Signature of Fire Marshal, Fire Chief, or his/her designee)

(Date)



SPECIAL EVENT OUTDOOR COOKING PERMIT APPLICATION

COMPLETE AND RETURN TO: St. Pete Beach Fire Department

7301 Gulf Blvd.

St. Pete Beach, FL 33706

(727) 363-9206 FAX: (727) 360-6744

Name of Event: "Make A Splash" 1st Annual WAVE 5K Fun Run! Silent Auction

Date of Event: April 14, 2012 Hours: 7:00 (AM/PM) to 4:00 (AM/PM)

Event Location: Hurley Park and 3.1 mile loop on the sand for run.
(Authorization is required from the property owner)

Event Coordinator/Applicant: Susan Morris / Jeanne Hammelmann Phone: Susan 360 8314 / Jeanne 366 0867

Organization: Pass-A-Grille Beach Community Church

Summary of Event Activities: 5K run, Silent Auction, Vendors (craft & food)

Estimated Attendance: 300

What cooking source will be used? Propane ☐ Charcoal ☐ Electrical ☐

GUIDELINES:

Charcoal:

- \$ If pit is used for cooking, a maximum of four (4) foot diameter is required
- \$ Approved metal containers shall be provided for the disposal of coals and ashes.

Propane:

- \$ Listed outdoor cooking appliances shall be installed in accordance with their listing and the manufacturer's instructions.
- \$ Unlisted units shall be installed outdoors with clearances to combustible material of not less than 36 inches at the sides and back, and not less than 48 inches at the front.
- \$ Installation, testing, and replacement of gas piping, gas utilization equipment, or accessories shall be performed by only a qualified agency. Total product for the event shall be provided with an approved centrally located tank. (No portable tanks.)
- \$ Propane cookware must be inspected prior to approval
- \$ Dry powder extinguisher (2A10BC) must be readily available at all times.

Electrical:

- \$ Approved main disconnect panels and all circuit breakers must comply with the National Electrical Code.

Plans and necessary permit applications shall be submitted to the building department for electrical or gas installation. Permits shall be issued only to licensed contractors and limited to one of each per event. *NOTE: Some companies offer these services at no cost to non-profit Acharity events @.*

One EMS unit and one Fire Inspector may be required on site when 1,000 or more are expected to attend. (Costs for these services will be billed to the sponsoring organization or promoter.)

APPROVALS:

Building Department: _____ Date: _____

Zoning Department: _____ Date: _____

DO YOU HAVE PROOF OF LIABILITY INSURANCE FOR THIS EVENT? Yes ☐ No ☐ If this event is to be held on Public Property, the City may require that a liability bond be posted to insure that no damage is done; the amount of which is to be determined by the City's Risk Management Officer according to the intensity of the event.

I HEREBY CERTIFY THAT I/WE WILL BE RESPONSIBLE FOR THE PRESERVATION, SANITATION, AND CLEANUP OF THE AREAS USED FOR THE EVENT. ADDITIONALLY, I/WE CERTIFY THAT THERE ARE NO MISREPRESENTATION IN THE FOREGOING STATEMENTS AND ANSWERS.

(Applicant)

(Address)

(Phone)

(Signature of Fire Marshal, Fire Chief, or his/her designee)

(Date)

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Authorization for the City Manager to retain Siver Insurance Consultants to solicit property/casualty insurance proposals for fiscal year 2013

Date: April 10, 2012

Prepared By: Elaine Edmunds, Finance Director

Summary of Issue: The City has not bid property/casualty and workers compensation insurance since 1998. Currently the City pays \$428,732 for this coverage. Due to the complexity of various aspects of insurance, the city commission had budgeted \$15,000 in fiscal year 2012 to hire an independent consultant to prepare request for proposals for coverage and evaluate the proposals when received. The steps involved are as follows:

- Prepare a request for proposals for insurance to help assure consistency of approach and format to obtain insurance proposals.
- Include solicitation of types of insurance desired by the city.
- Coordinate with staff on preparation of addenda to the RFP, as needed, to respond to questions raised by agents/insurers participating in the RFP process.
- Receive and review proposals, spreadsheet, verify and clarify with proposers.
- Coordinate with staff on development of a purchase recommendation.

The selected firm has recently been awarded a bid by Indian River County Schools. The firm is independently owned and not related to or affiliated with any other organization. Siver is entirely owned by its officers and employees and does not sell insurance or receive, directly or indirectly, any commission, contingent commissions or overrides. All income is directly derived from fees charged to their clients. The estimated fee for their services is \$15,000.

Requested Motion: “I move to authorize the City Manager to retain Siver Insurance Consultants to solicit property/casualty insurance proposals for the City of St. Pete Beach for fiscal year 2013.

.”

Attachments: Siver Insurance Consultants proposal

**Reviewed by
City Manager:** MB



805 Executive Center Drive W., Suite 110
St. Petersburg, Florida 33702-2525
Post Office Box 21343
St. Petersburg, Florida 33742-1343
Telephone: (727) 577-2780
Fax: (727) 579-8692

Email: awaters@siver.com

March 20, 2012

Ms. Elaine Edmunds
Director of Finance
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706-1839

Subject: Independent Risk Management Consulting Services
2012 Request for Proposals - Property/Casualty Insurance

Dear Elaine:

This is to formally document our plan of action and cost for conduct of a competitive process to solicit Property/Casualty Insurance proposals for the October 1, 2012 renewals of the City of St. Pete Beach's insurance program.

SIVER

Independence, Objectivity and Integrity

Siver Insurance Consultants is independently owned and not related to or affiliated with any other organization. Siver is entirely owned by its officers and employees. We do not sell insurance nor do we receive, directly or indirectly, any commissions, contingent commissions or overrides. All of our income is directly derived from the fees we charge our clients. All income we receive as the result of or in connection with our services to a client will appear on our invoice to that client. We adhere to a strict code of ethics and do not accept gifts, trips, prizes or anything else of any value from vendors.

Siver has not served and does not serve in the capacity of agent, broker, or sales representative or associate of any insurance company.

In short, we serve only you, our client. This approach assures our clients that Siver never has any vested interest in anything other than our clients' best interests, and that they may rely on our objective recommendations.

Expertise and Experience

Established in 1970, Siver provides corporate and government clients with independent advice and opinions on matters involving insurance, risk management and employee benefits. Siver's risk management and property/casualty insurance expertise includes, in part: risk management/insurance reviews, Request for Qualifications (RFQs) for insurance agents, Requests for Proposals (RFPs) for insurance and self-insurance, and other specialized projects.

The following professional staff will likely perform most of the services:

Al Waters, CPCU, CLU, ARM, AIC	Vice President and Senior Consultant
Kathy V. Doak, ARM, AAI	Senior Consultant
George Erickson, JD, CPCU, LLM	Vice President and Senior Consultant
Kathy Gordon, ARM, AAI	Vice President and Senior Consultant
Stephanie M. Scherrer	Consultant

Resumes of the above team members are included as attachments to this letter. In the course of their careers the consulting team has provided services for more than 200 Florida governments and has performed hundreds of RFP competitive processes.

One of our special values to the City is that we conduct competitive processes many times each year, whereas even full time risk managers usually do not solicit competitively more than every three to five years.

SCOPE OF SERVICES

The scope of the 2012 assignment is remarketing the City's property, liability, workers compensation insurance.

Request for Proposals Process - Property/Casualty Insurance

Siver Insurance Consultants shall perform the following services:

- Prepare a Request for Proposals (RFP) for insurance to help assure consistency of approach and format to obtain insurance proposals.
- Include solicitation of types of insurance desired by the City, incorporating options for program improvements and/or alternatives which the City agrees should be considered. The types of insurance to be included in the RFP will be:
 - A. Property and inland marine
 - B. Commercial crime
 - C. Boiler and machinery
 - D. Commercial general liability

- E. Commercial automobile liability and physical damage
- F. Public officials liability and employment practices liability
- G. Workers compensation

- Coordinate with staff on preparation of addenda to the RFP (as needed) that respond to questions raised by agents/insurers participating in the RFP process.
- Receive and review proposals, spreadsheet, verify and clarify with proposers.
- Coordinate with staff on development of a purchase recommendation.

At the end of this letter is a suggested timetable for this project work, based on key dates. The timetable has some flexibility, and can be amended as may be mutually agreeable.

Ongoing Advice

Outside the projects specified, we make our services available at our hourly rates (no minimum fee), to provide independent consulting advice as needed. Such advice may be a specific report on a particular risk management subject, or a phone call about insurance requirements that should be included in an agreement, contract or lease, or an e-mail or other communication for a variety of risk management or employee benefit topics.

SIVER FEES

As is our normal practice, if retained we will bill the City monthly for consulting services. At the end of each month, we will provide an invoice describing the services performed. Entries on the invoice will include the date a particular service was performed, the name of the person providing the service, a general description of the work performed, the hourly rate and the earned fee for our services during the month. Our fees develop on the following basis:

Senior Consultants	\$200 per hour
Consultants	\$125 per hour
Support/Para-Professionals	\$ 50 per hour

For the RFP project proposed, we estimate our fee (including expenses) to be \$15,000 for the Scope of Services.

If our fees for the project are less than expected (e.g. less total time is required) we will, of course, bill the City the actual, lesser amount.

Our estimated fee for this assignment is based on the following assumptions:

- There will be no consultant travel outside of the Tampa Bay area.
- City staff will promptly provide all needed information as requested.

Ms. Elaine Edmunds
March 20, 2012
Page 4

- City staff will handle electronic distribution of the RFP to interested parties and will track the receipt and response to inquiries. Siver will help develop addenda that may have to be issued in response to specific inquiries received by City staff.
- Siver's standard competitive RFP format and Proposal Forms will be used fairly intact, without radical modification.
- City staff will be involved in reviewing the proposals and spreadsheets and will be involved in making the purchase recommendation to the City Commission. Siver will provide the proposal spreadsheets and analysis and guidance in the process.
- The project will end on the date the Commission is intended to approve the final purchase. If the Commission for any reason should decide to reject and/or resolicit proposals, Siver shall be entitled to bill any subsequent time and expenses related to a resolicitation.

Time and expenses (e.g., mileage, lodging, meals, etc.) for any services beyond the RFP project will be billed on a pass-through basis, subject to Florida Statute 112.061.

CLOSING

We appreciate the opportunity to provide valuable consulting services to the City of St. Pete Beach. We are prepared to begin work immediately. If you have any questions or need any additional information regarding our firm or any of the information contained in this letter, please let us know.

Very truly yours,

SIVER INSURANCE CONSULTANTS



Allan Paul Waters CPCU, CLU, ARM, AIC
Vice President and Senior Consultant

AW/aw
J:\P&C\PROPOSAL\2012\St. Pete BeachLtr.doc

Attachments: Suggested Timetable, Consultant CVs

CITY OF ST. PETE BEACH

SUGGESTED TIMETABLE

**2012 PROPERTY/CASUALTY INSURANCE REMARKETING
INSURANCE RFP PROCESS**

This timetable is approximate, and dates may be changed as may mutually accommodate the City and the consultants.

Date	Action
March	Provide consultants complete copies of current property/liability insurance policies.
March 30	Request up-to-date premium/claims experience history for the past five years, by year, including month/year of the policy anniversary, premium paid, number of claims and the amount paid and reserved, and total claims amounts. Experience information should be through March 2012.
April 2	Develop up-to-date schedules of property, vehicles, payrolls, budget, etc., in a format needed for the RFP.
April 17	Consultants to provide a draft of the Request for Proposals (RFP) for City review.
April 23	City to provide RFP review input to consultants.
April 27	Consultants to finalize RFP for City electronic distribution to selected agents.
July 10	Receipt of proposals, transmittal of one set of each proposal to the consultants for review.
July 11	Consultants to begin proposal review, preparation of spreadsheets, verification, clarification with proposers.
August 11	Staff to review proposals and spreadsheets and receive input from consultants to determine purchase recommendation.
August 7	Preparation of final report and recommendations for City Commission packets.
August 14	Presentation of purchase recommendations to the City Commission.
October 1	Effective date of new program.

03/20/12

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorization for the City Manager to sign a work proposal from George F. Young, Inc. in the amount of \$43,700 to provide engineering services for the replacement of 1300 feet of deteriorated force main #2 pipe.

Date: 4/10/12

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: The force main #2 pipe is in very poor condition and has had five breaks requiring expensive emergency repairs. Two of these breaks have occurred within the last few months. The last break cost the City over \$60,000 to repair. While we can never know for certain when a break will occur, based on the fact the force main #2 pipe project was originally identified back in 2004 and evaluation of the pipe during the last two breaks, we fully expect additional break(s) to occur in the near future. As a result we are expediting this project in order to prevent another break and any more expensive emergency repairs.

George F. Young, Inc. is a pre-approved City engineering firm who has provided high quality and cost effective work on past projects. Funding for this high priority project is available within the Wastewater Fund reserves.

Requested Motion: "I move to authorize the City Manager to sign a work proposal from George F. Young, Inc. in the amount of \$43,700 to provide engineering services for the replacement of 1300 feet of deteriorated force main #2 pipe."

Attachments: George F. Young, Inc Proposal

Reviewed by
City Manager: MB



Lakewood Ranch Office
10540 Portal Crossing, Suite 105
Bradenton, FL 34211
(941) 747-2981 Fax (941) 747-7234

George F. Young, Inc.

Turning Vision Into Reality

ARCHITECTURE ■ ENGINEERING ■ ENVIRONMENTAL ■ LANDSCAPE ARCHITECTURE ■ PLANNING ■ SURVEYING ■ UTILITIES

March 22, 2012

Ms. Renee Cooper, CIP Construction Manager
Public Services Department
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706-1839

**Re: Proposal for Professional Consulting Services
Lift Station 2 Force Main Replacement**

Dear Ms. Cooper:

In response to your request, attached is our proposal to provide professional services for the referenced project.

We have communicated with FDOT regarding their specific permitting requirements and have structured our proposal accordingly. No FDEP permit is required provided the replacement force main is no larger than 16 inches in diameter.

An expanded topographic survey is proposed at the Lift Station 2 site to include the second wet well across 55th Avenue North, which will be of value in the future lift station replacement project.

Please advise if there are questions or comments regarding our proposal.

We look forward to continued services to the City of St. Pete Beach.

Sincerely,

Warren H. Spurge II, P.E.
Vice President, Engineering

Enclosure

WHS:tc

cc: Jon Gotwald, P.E.
Michael Rissman, P.E.

George F. Young, Inc.

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT & SCOPE OF SERVICES

I. UNDERSTANDING OF PROJECT (BACKGROUND)

The City of St. Pete Beach (CITY) intends to replace the 14 inch cast iron force main from Lift Station 2 northerly along Gulf Boulevard to the terminal point at MH-504 located just north of 59th Avenue. Due to several point failures recently, the replacement work will be expedited.

The CITY intends to use Rowland, Inc as a piggyback contractor from Pinellas County. Force main will be replaced with the next larger size, 16 inch diameter and will be C905 PVC. An investigation of Lift Station 2 pumps is necessary to assure compatibility with the larger force main.

The FDOT has furnished 1999 Micro Station design files for a mill and resurface project which will be used to the extent possible. Topographic survey will be conducted along the proposed force main route, anticipated to be in the vicinity of the easterly northbound lane of Gulf Boulevard. Survey will be conducted to include Lift Station 2 and the other lift station across 55th Avenue.

Subsurface Utility Locates will be conducted at all crossings of existing utilities along the proposed route, pursuant to FDOT requirements.

A Maintenance of Traffic (MOT) Plan will be prepared meeting FDOT requirements.

An FDOT Utility Permit Application will be prepared for City submittal to FDOT. Supporting documents will include a plan set consisting of plan/profile sheets, cross sections, details, and MOT plans.

The CITY requested George F. Young, Inc. (ENGINEER) provide a proposal for selected professional engineering and surveying services for this force main replacement project. The ENGINEER has accordingly prepared the following Scope of Services.

II. SCOPE OF SERVICES

ENGINEER shall provide engineering and other professional services to the CITY including design, permitting, and construction phase services as required for the force main replacement, outlined in the following tasks.

Task 1 – Existing Conditions and Field Data Collection

Base Data Review

Obtain and review information provided by the CITY for the project. Review FDOT Micro Station files and incorporate into base sheets for the project.

Topographic Survey

- Perform 3-d topographic survey from median of Gulf Blvd to east right of way line of Gulf Blvd from 55th Ave to Gulf Winds Drive; also from right of way to right of way along 55th Ave to 200 feet east of Gulf Blvd. Topographic Survey to include:
 - Trees 6-inches in diameter or greater (diameter measured at breast height)
 - Edge of pavement and curb, driveways, sidewalks, fences walls
 - Storm and sanitary structures within project limits (tops and inverts included). Structures will extend to one structure beyond limits. Provide pipe size, invert elevation, and material information for both wet wells on 55th Ave N to connection MH-504.
 - Utility features such as valves, hydrants, power poles, electrical boxes, communications boxes/transformers, and any underground markings made in SUE scope above.
 - Elevations and breaklines sufficient enough in spacing and density will be collected in order to create an accurate digital terrain model. Contour lines shall be provided in lieu of spot elevations shown on survey. Spot elevation layer can be turned on in AutoCAD drawing to distinguish where survey points were physically measured.
- Horizontal Datum for survey work shall be based on prior FDOT work provided in cad files algnrd01.dgn, rwdtrd01.dgn, rwdtrd02.dgn.
- Elevations shall be based on the North American Vertical Datum of 1988 (NAVD88).
- FDOT provided right of way files and baseline shall be utilized and referenced into topographic and SUE survey (cad files: algnrd01.dgn, rwdtrd01.dgn, rwdtrd02.dgn). Apparent right of way will be supplemented for 55th Ave to 200 feet east of Gulf Blvd.

Surface Utility Designation and Subsurface Utility Location (VVH – Verified Vertical & Horizontal) Services

- Utilizing conventional electronic designating equipment and including Ground Penetrating Radar (GPR), designate and mark with paint and or flags the horizontal location of the 400mm Reclaimed Water Main in the center of Gulf Blvd and the Sanitary Force Main along the east curb of Gulf Blvd. from the lift station on 55th Avenue to Manhole 504 just south of Gulf Winds Drive in Gulf Blvd. Also all underground utilities that cross the proposed force main alignment.

- Provide 10 test holes (VVH – verified vertical and horizontal) on the underground utilities in the alignment of the proposed force main as needed to determine their horizontal and vertical location. Test holes will be marked with PK nails and disks.
- For each test hole, neatly cut and remove existing pavement or other surface material. Excavate the material through the cut down to the utility in a way that prevents damage to wrappings, coatings or other protective coverings of the utilities (i.e. vacuum/pressure excavations, hand digging, etc.). Backfill and compact with select material around the utility. Provide a restoration of the surface pavement, within the limits of the cut, at the time of the backfill.
- GFY to obtain the required FDOT General Use Permit for the purpose of locating the utilities in Gulf Blvd.
- Provide traffic control within the work areas while designating and locating the subsurface utilities. Traffic control is to be maintained in accordance with applicable standards. Provide safety devices, signs and/or other safety equipment as needed.
- GFY to survey the found utility information and include in the topographic survey.

Utilization of the above equipment and methods is the industry recognized procedure for finding and locating underground utilities and features. Although effective and reliable, there is the possibility that all utilities may not be detected due to environmental conditions, soil conditions, water table, excessive depth, and/or feature makeup.

Exclusions

The following items are specifically excluded from the above Basic Scope of Services:

1. The location of sprinkler systems, shrubs, hedges, planters, signs, trees less than 4 inches in diameter.
2. Any work associated with boundary surveying, title searches, ownership and encumbrance reports, retracing historical baselines.
3. Any work associated with construction staking or as-builts.
4. Filing fees, permit fees, prints, or any other out of pocket expenses other than those specifically included.
5. Any work associated with biological, ecological, environmental or traffic studies, or geotechnical services.
6. Any work associated with securing permits other than those specifically included.
7. Any work associated with the handling of hazardous materials.

Deliverables will include four (4) signed and sealed copies of survey along with the AutoCAD 2007 electronic drawing and database. Cad standards utilized will be those of George F. Young Inc.'s and drawing will be made a 1 inch = 20 feet.

Task 2 – Construction Plans

Prepare construction plans, cross sections, and details suitable for contractor's use and FDOT permitting. Abbreviated technical specifications to be included on the plans. Prepare Maintenance of Traffic Plan meeting FDOT requirements. Submit to CITY and incorporate comments as necessary.

Evaluate new larger force main relative to existing Lift Station 2 pumps and if possible, recommend modifications. If not possible, recommend replacement interim pumps for Lift Station 2.

Task 3 – Permitting

Conduct pre-application meeting with FDOT. Prepare FDOT Utility Permit Application, assemble with support documents, and submit to CITY for signature and submittal to FDOT. Respond to up to two (2) rounds of responses to permit agencies' request for additional information.

An FDEP wastewater collection system permit is not anticipated, pursuant to discussions with FDEP.

Task 4 – Construction Assistance

The ENGINEER will assist the CITY with construction phase activities as follows:

- 4-1 Preparation for and attend pre-construction conference.
- 4-2 Review and respond to questions and issues raised by the Contractor. Coordinate with the CITY on construction issues (maximum 12 hours engineering time).
- 4-3 Review shop drawings (maximum 5).
- 4-4 Conduct one (1) site visit during construction and one (1) site visit at project completion (final inspection). Twelve (12) hours of field representation time included in this task.
- 4-5 Prepare record drawings based on survey information provided by contractor's licensed surveyor.
- 4-6 Submit Certification of Completion to FDOT.

III. LIMITATIONS

1. Due to the emergency nature of this project, and the fact that competitive bidding will not be conducted, technical specifications will not be prepared. Sufficient specifications will be included in the plans for permitting and construction.
2. Permit fees paid by CITY.
3. Geotechnical services not required.
4. No other permits required other than FDOT Utility Permit.

5. CITY to administer construction contract and provide construction observation of contractor's activities.

IV. DELIVERABLES

Construction plans will be converted from Micro Station to AutoCAD files and furnished to CITY with required plan sets signed and sealed.

V. SCHEDULE

We anticipate the following completion schedule for the previously listed tasks:

Task	Description	Anticipated Duration
1	Data Collection, Topographic Survey	4 wks from NTP
	SUE Investigations	4 wks from NTP
2	Construction Plans	3 wks from Task 1
3	Permitting	4 wks from Task 2
4	Construction Assistance	12 wks from Task 3

VI. ENGINEER'S COMPENSATION

For the above-described SCOPE OF SERVICES, the CITY will compensate the ENGINEER the lump sum price of \$ 43,700 including reimbursable expenses such as mileage, tolls, and express mail. The breakdown for each Task is presented below:

Task	Description	FEE (\$)
1	Data Collection, Topographic Survey	\$ 9,800
	SUE Investigations	\$ 8,400
2	Construction Plans	\$ 15,700
3	Permitting	\$ 3,600
4	Construction Assistance	\$ 6,200
	TOTAL	\$ 43,700

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorize the City Manager to enter into a purchasing agreement with Rowland Inc. for \$241,930.50 for replacement of 1300 feet of deteriorated force main #2 pipe.

Date: 4/10/12

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: The force main #2 pipe is in very poor condition and has had five breaks requiring expensive emergency repairs. Two of these breaks have occurred within the last few months. The last break cost the City over \$60,000 to repair. While we can never know for certain when a break will occur, based on the fact the force main #2 pipe project was originally identified back in 2004 and evaluation of the pipe during the last two breaks, we fully expect additional break(s) to occur in the near future. As a result we are expediting this project in order to prevent another break and any more expensive emergency repairs.

Rowland Inc. is a contractor the City has used in the past and we have been very satisfied with their work and customer service. For this project we will be piggybacking on the contract 089-0552-C (RM) that Rowland Inc. has with Pinellas County for sanitary sewer repair, rehabilitation and extension. Rowland Inc. has also agreed to install 16-inch pipe at the 14-inch unit costs. Funding for this high priority project is available within the Wastewater Fund reserves.

Requested Motion: "I move to authorize the City Manager to enter into a purchasing agreement with Rowland Inc. for \$241,930.50 for replacement of 1300 feet of deteriorated force main #2 pipe."

Attachments: Purchasing Agreement

Reviewed by
City Manager: MB

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

THIS AGREEMENT is hereby executed this 10th day of April, 2012, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and Rowland Inc. (hereinafter "VENDOR"), as follows:

WHEREAS, City is desirous of purchasing from Vendor the goods or services described in this agreement; and

WHEREAS, Vendor is in the business of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same; and

WHEREAS, this agreement has been properly approved by the appropriate authority of the City and the Vendor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein.

2. Vendor shall deliver the goods, or provide the services, described herein no later than August 1st, 2012.

3. Time is of the essence in the performance of this contract. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day subsequent to the date set forth in paragraph 2 hereof that Vendor has failed to properly and completely deliver all of the goods or provide all of the services herein specified. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

4. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of \$241,930.50, as full consideration for the goods or services provided hereunder.

5. Vendor fully warrants the title to any goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

6. Vendor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Vendor further warrants that any defects in the goods shall be properly repaired by Vendor for a period of 12 months from final delivery, including all parts and labor associated with said repairs.

7. City reserves the right to reject any defective goods, notwithstanding City's payment of the purchase price provided herein.

8. Vendor fully warrants that all services provided hereunder have been provided in a good and workmanlike manner. Vendor guarantees said services for a period of 12 months from the date of final performance. Vendor shall provide all labor and materials necessary to repair any defective workmanship reported to Vendor within said guarantee period.

9. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager of City, naming the City as additional insured and providing coverage up through and including the final performance of any services provided hereunder. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this agreement and at such other times requested by the City.

10. In consideration of the payment of ten dollars as part of the above purchase price, Vendor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorneys fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this agreement, whether caused in part by the City or not.

11. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

12. This document embodies the entire agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement may be modified only in writing executed by all parties. This agreement shall be construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida.

13. The prevailing party in any action to enforce or interpret this agreement shall be entitled to reasonable attorneys fees incurred through all appellate proceedings.

14. Vendor hereby acknowledges that the person executing this agreement on behalf of Vendor has the full authority to do so and to bind Vendor to the terms hereof.

15. Any notices provided hereunder shall be sent to the parties at the following addresses and shall be considered properly delivered when placed in the U.S. mail, postage prepaid, certified return receipt requested:

As to Vendor:

Rowland Inc.

As to City:

City Manager
City of St. Pete Beach, Florida
155 Corey Avenue
St. Pete Beach, Florida 33706

16. To the extent that any terms in the attached proposal conflict with the terms of this agreement, the terms of this agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.

17. The following sections, paragraphs or provisions of the attached proposal are hereby deleted from this agreement and shall be of no force or effect:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Rowland Inc.
Vendor

CITY OF ST. PETE BEACH, FLORIDA

BY Kenneth D. Rowland

BY _____
CITY MANAGER

Kenneth D. Rowland, Vice President
NAME, TITLE (typed or printed)

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

10/1/2004

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Request from the Pinellas Public Library Cooperative to approve a change to the funding formula to reallocate capital funds to operating expenses in the amount of \$400,000 on a one-time basis for the 12/13 fiscal year.

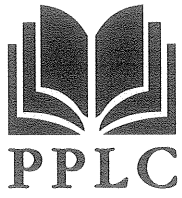
Date: April 10, 2012

Prepared By: Mike Bonfield, City Manager MB

Summary of Issue: The Pinellas Public Library Cooperative has submitted a request to reallocate capital improvement funds to be used for operational expenses for countywide services that support all member libraries during the 12/13 fiscal year. The attached letter from Executive Director Mary Brown gives further details about this request.

Requested Motion: “I move to approve the request from the Pinellas Public Library Cooperative to change to the funding formula to reallocate capital funds to operating expenses in the amount of \$400,000 on a one-time basis for the 12/13 fiscal year.”

Attachments: Correspondence from PPLC Executive Dir. Mary Brown



PINELLAS
PUBLIC
LIBRARY
COOPERATIVE



Mary A. Brown
Executive Director
1330 Cleveland Street
Clearwater, FL 33755-5103
(727) 441-8408
Fax (727) 441-8938

March 23, 2012

Mike Bonfield, City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

Dear Mr. Bonfield,

The Pinellas Public Library Cooperative's Board of Directors has recommended the reallocation of Capital Improvements Funds (CIF) up to \$400,000 to be used for operational expenses for countywide services that support all member libraries during fiscal year 12/13. It is the board's position that providing financial support for operational expenses previously funded through the State Aid to Libraries Grant program would provide the greatest benefit to our members until such time as state funds are restored to previous levels.

The balance in the CIF as of 2/29/2012 is \$ 546,211. Additional funding allocations of \$118,569 will result in a balance of \$664,780 at the close of FY12. The funding provisions in the current interlocal agreement require that 5% of the MSTU funds collected annually be placed in the capital improvement fund. Based on the projected MSTU income in FY 12/13 an estimated \$227,650 will be added to the fund in FY12/13.

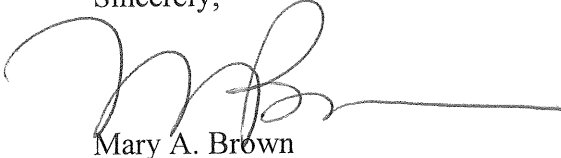
In accordance with Section V.C.3 of the Interlocal Agreement which states that any change in the disbursement formula requires the approval of the Cooperative Board of Directors, a simple majority of the parties, and the Board of County Commissioners, we are seeking your approval of the following amendment to the disbursement formula:

Approve a change to the funding formula to reallocate capital funds to operating expenses up to \$400,000 on a one-time basis for the 12/13 fiscal year.

Your support of this amendment will allow the Cooperative to continue to provide the necessary financial support for critical services which would otherwise be billed directly back to our member libraries.

Your response regarding the amended funding formula is **needed by May 1, 2012**. After signing and dating your reply, please mail directly to **Pinellas Public Library Cooperative, Inc., 1330 Cleveland Street, Clearwater, FL 33755** in the enclosed return envelope. I can be reached at 441-9847 to answer any questions you may have regarding this request.

Sincerely,



Mary A. Brown
Executive Director

To: **Pinellas Public Library Cooperative, Inc.:** The _____
(Member Library Name)
approves the amendment to the disbursement formula

YES _____ NO _____

_____	_____	_____
Signature	Date	Title

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: First Reading and Public Hearing of Ordinance 2011-33

Date: April 10, 2012

Prepared By: Catherine Hartley, AICP, CNU-A, Senior Planner

Summary of Issue: Applicant requests change of Future Land Use Map designation for 1307 Gulf Way from Residential High with the Resort Facilities Overlay to Residential Low Medium.

The Planning Board conducted a public hearing on the above-mentioned case on January 17, 2012, and unanimously voted to recommend approval of the request.

Requested Motion: “I move to approve Ordinance 2011-33 (read title)”

Attachments: Ordinance 2011-33.

Reviewed by City Manager: MB

ORDINANCE # 2011-33

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 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; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Pete Beach Comprehensive Plan encourages the preservation of residential neighborhoods and recommends minimizing the impacts of commercial uses adjacent to residential uses; and

WHEREAS, the Planning Board of the City of St. Pete Beach conducted a public hearing on January 17, 2012, noticed pursuant to Florida law and conducted pursuant to Ordinance 88-36 of the City of St. Pete Beach and Section 3.4 of the Land Development Code; and

WHEREAS, City Commission of the City of St. Pete Beach conducted public hearings on Tuesday April 10, 2012 and _____, 2012, noticed pursuant to Florida law and conducted pursuant to Ordinance 88-36 of the City of St. Pete Beach and Section 3.4 of the Land Development Code; and

WHEREAS, the City Commission finds this change to the Future Land Use Map to be consistent with the Goals, Objectives, and Policies of the Comprehensive Plan; and

WHEREAS, the City Commission finds this amendment to the Future Land Use Map to be in the best interest of the citizens of the City of St. Pete Beach.

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

Section 1. The Future Land Use Map of the City of St. Pete Beach Comprehensive Plan is hereby amended, changing the designation for the property located at 1307 Gulf Way, illustrated in “Exhibit A”, from Residential High with the Resort Facilities Overlay to Residential Low Medium.

Section 2. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with this Ordinance.

Section 3. If any portion or part of this Ordinance is declared invalid by a court of competent jurisdiction, the valid remainder hereof shall remain in full force and effect.

Section 4. This Ordinance shall become effective within 30 days of the Florida Department of Economic Opportunity issuance of a final statement of “no objection”.

STEVE MCFARLIN, MAYOR

LPA PUBLIC HEARING: 1/17/2012

PUBLISHED:

FIRST READING: 4/10/2012

PUBLISHED :

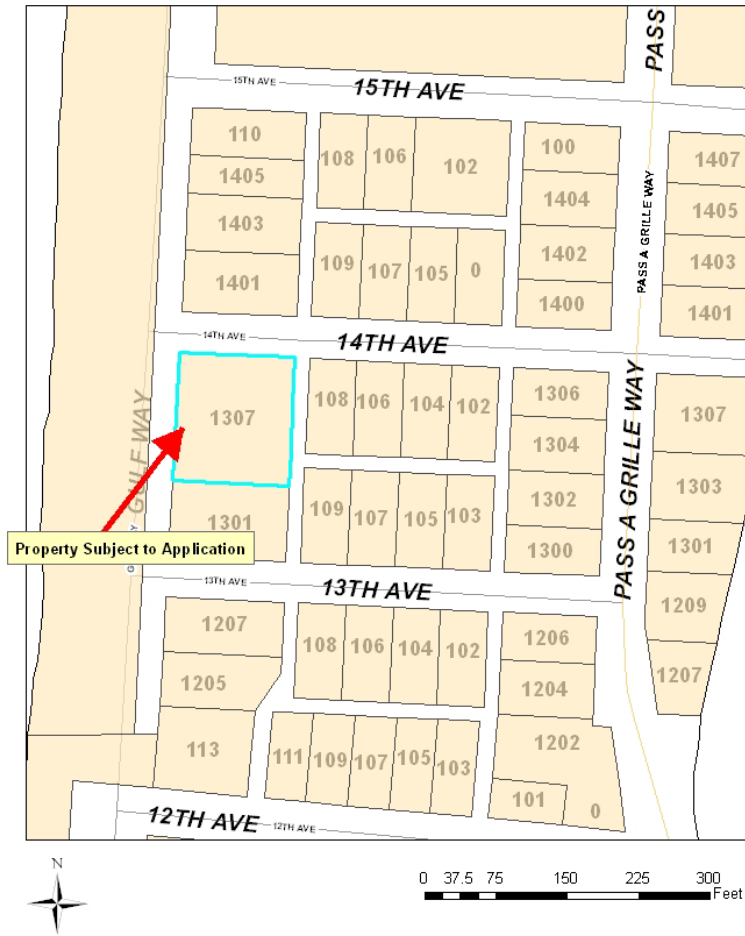
SECOND READING/ADOPTION HEARING:

PUBLISHED:

I, Rebecca Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2012.

Rebecca Haynes, City Clerk

“Exhibit A”



City of St. Pete Beach
City Commission Public Hearings
Case # 2011-0032 (Corresponding Ordinance # 2011-33)
Case # 2011-33 (Corresponding Ordinance # 2011-34)
April 10, 2012

Property Information

Address: 1307 Gulf Way

Owner: 1307 LLLP

Agent: David Bacon

Existing Use: Vacant

Proposed Use: Residential

Parcel Size: 16,605 square feet or .38 acres

Applicant Requests: Change of Future Land Use Designation from Residential High with the Resort Facilities Overlay to Residential Low-Medium.

Change of Zoning from Traditional Hotel District (THD) to Residential Medium (RLM-2).

Background Information:

In 2009, the Future Land Use designation was changed from Residential Low Medium to Residential High with the Resort Facilities Overlay. The zoning was concurrently changed from RLM-2 to THD. The purpose of the applications, according to the owner of the property at that time, was to redevelop the existing hotel into an updated temporary lodging facility.

Since the rezoning in 2009, the Land Development Regulations regarding the Traditional Hotel District have been modified to limit the redevelopment of hotels in the THD. Specifically, the LDC was amended to only permit the rebuilding of the same square footage as the former transient use, with the allowance of a 5% increase in square footage plus square footage for accessibility requirements. Additionally, swimming pools became a prohibited use in the THD. The property has since changed hands and the new owner has requested the property be re-designated and rezoned to a residential use.

Sec. 31.3. Permitted accessory uses and structures. The following accessory uses are permitted in the THD district:

- 1. Retail sales, limited to 100 square feet in area. The sales shall be located inside the principal structure and shall not have signage outside the structure advertising such retail goods for sale.*
- 2. Office space for the administrative use of the accommodation, such as check-in, check-out areas, reservations, and accounting.*

3. Meeting or conference rooms for the use of guests.

4. Fitness facilities for the use of guests.

(b) In addition to those commercial accessory structures permitted in 6.12, the following accessory structures are permitted in the THD District:

- 1. Garages;*
- 2. A storage building*
- 3. Decks and patios*
- 4. Fountains*

5. Gazebos

6. Trellises

31.12 Maximum Floor Area - No new structure shall be larger in aggregate square footage than the structures which occupied the site prior to redevelopment, except that the Building Official may allow a 5 % increase in the aggregate square footage overall, plus the minimum necessary increases in aggregate square footage in cases where such increases are reasonably necessary to implement current Building Code or other statutory requirements.

Sec. 31.13 Additional Requirements for Spas

1) All unenclosed spas shall provide a solid screening wall or fence at least six feet in height. This requirement shall be waved in instances where an enclosed structure is positioned between the spa and the adjacent private property.

2) No spa shall be located in such a manner as to be separated from the facility it serves by any public right-of-way.

3) Any existing facility expanded under this Division which currently has a pool or spa shall not construct a spa unless such existing pool or spa is first removed.

*Staff Note: Pools were not included as a permitted accessory use, and are therefore prohibited.

Staff Analysis

Consistency of the request with the Comprehensive Plan:

The following goals, objectives, and policies are germane to the application:

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

Objective 2.13

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

Policy 2.1.5

Through the enforcement of the land development regulations, existing residential areas shall be protected from the encroachment of incompatible uses; likewise, other land use areas shall be protected from the encroachment of incompatible residential uses.

Policy 2.1.6

The conservation, maintenance and rehabilitation of existing residential areas shall be encouraged through provisions contained in the land development regulations and other applicable City codes.

Policy 2.3.5

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

Objective 2.4

Consistent with this comprehensive plan, as amended, the City of St. Pete Beach shall enhance and protect the City's character through the encouragement of redevelopment which ensures an orderly and aesthetic mixture of land uses.

Policy 2.4.1

The City shall, through administration of the LDC, encourage the redevelopment or rehabilitation of existing non-residential areas and uses.

Standards for review of FLUM changes:

Future Land Use Map amendments are a legislative function of local government under Florida law, which holds the governing authority to a general standard of reasonableness in making the determination. In addition, Land Use Map changes should be broadly consistent with relevant Comprehensive Plan policies. Beyond this, there are no decision making criteria specified in State statute or local ordinance beyond ensuring that Level of Service Standards shall not be degraded.

Standards for review of for changes to the Official Zoning Map:

Section 3.9 of the Land Development Code sets forth the standards for review of requests for rezonings:

Standards for review. In reviewing the application for a rezoning, the staff, the planning board and the city commission shall consider whether the proposed rezoning is consistent with and furthers the goals, policies and action strategies of the comprehensive plan.

In addition, the planning board and city commission shall consider the following:

- a. Whether the proposed change would be contrary to the land use plan and would have an adverse effect on the plan. The planning board and city commission shall review the request considering the most intense use permitted in the requested zone district;*
- b. Compatibility with adjacent properties and the existing land use pattern;*
- c. Possible creation of an isolated district unrelated to adjacent and nearby districts;*
- d. The population density pattern and increase in demand for public utilities or services, including potable water supply, sanitary sewer capacity, law enforcement or fire suppression;*
- e. Any increase in use of city infrastructure, including stormwater management facilities, streets and roads, water lines, sewer lines or lift stations;*
- f. Whether existing district boundaries are logically drawn in relation to existing conditions on the property proposed for change;*
- g. Whether changed or changing conditions make the passage of the proposed amendment necessary;*
- h. Whether the proposed change will adversely affect drainage.*

- i. Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accordance with existing regulations;*
- j. Whether the proposed change will constitute a grant of special privileges to an individual owner as contrasted with the public welfare; and*
- k. Whether the change suggested is out of scale with the needs of the neighborhood or the city.*

Based on the standards in the code, Staff makes the following observations:

Although not reflected on the zoning map, Pass-a-Grille is a mixed-use district containing a variety of land uses including single family residential, multifamily residential, temporary lodging, office, retail, restaurants and other commercial uses, recreational uses, and institutional uses such as churches and clubs. Although the zoning map represents a strict separation of land uses, the actual uses on the ground are considerably more mixed.

The change in zoning would not be inconsistent with the Land Use Plan Map if the request for a change to the Future Land Use Map is granted. There are goals, objectives, and policies in the comprehensive plan that support both the maintenance of residential areas and temporary lodging uses as quoted above.

The property immediately adjacent to the subject property is a conforming temporary lodging use in terms of both the Comprehensive Plan and the Land Development Code. It could be argued that the change from a temporary lodging use to a residential use would be incompatible with the abutting property. However, the property would not be an isolated residential district, as the properties within the surrounding blocks are designated residential.

There is no significant impact on public facilities anticipated by the change in land use or zoning, as the property was designated residential prior to 2009.

The existing boundary of the Traditional Hotel District is logical in that the property abutting the subject property is a temporary lodging use. However, the remainder of the subject property is surrounded by residential zoning.

The applicant has not identified (in writing) any changes in conditions that would warrant the change in future land use or zoning. The applicant's testimony at the Planning Board public hearing was that it is not financially feasible to construct a new hotel use on the property. Staff has noted above the potential for discouraging the redevelopment of temporary lodging uses via the changes to the THD ordinance that further restricted square footage and prohibited swimming pools.

Impacts to drainage are not anticipated, as any new construction will be compelled to follow any regulations regarding drainage and stormwater mitigation.

It could be argued that the change in zoning to the subject property could impede the redevelopment of the abutting property, as an additional buffer would be required on the adjacent property if redevelopment next to a residential use.

Development allowed under the proposed zoning is generally consistent in size and mass to that allowed under the present zoning. The “needs” of the community as expressed in economic terms have not been clearly defined and are therefore difficult to assess. No studies have been conducted which clearly establish the economic value of the tourist lodging facilities in Pass-a-Grille as opposed to residential uses.

Conclusion

Certainly, there are policies in the Comprehensive Plan that support both the maintenance of the temporary lodging uses and the maintenance of single family neighborhoods; However, there are more policies that lean towards maintaining the temporary lodging use. Multiple public meetings have been conducted over the last year in which both the public and elected officials have stated that the preferred location of temporary lodging uses are on Gulf Way and Pass-a-Grille Way versus the interior streets where single family residences are the predominate uses. However, the applicant has argued that the restrictions placed on the Traditional Hotel District, in addition to the location (not directly on the beach) and the small size of the property make a hotel use not financially feasible. The applicant has argued that the highest and best use of the property is single family residential.

Respectfully submitted:
Catherine M. Hartley, AICP, CNU-a
Senior Planner

LAW OFFICES
OF
Bacon & Bacon, P.A.
A Professional Association

2959 FIRST AVENUE NORTH
ST. PETERSBURG, FLORIDA 33713

BACON & BACON, P.A.
ADRIAN S. BACON (1924-2001)
DAVID A. BACON

TELEPHONE: 727-327-3935
FACSIMILE: 727-323-4936

September 16, 2011

City of St. Pete Beach, Florida
Attn: Catherine Hartley, Zoning Dept.
155 Corey Avenue
St. Pete Beach, FL 33706

IN RE: Rezoning Application
Property Owner: 1307 Gulf Way, LLLP
Property Address: 1307 Gulf Way, St. Pete Beach

Dear Catherine:

I am enclosing herewith the following document in reference to the above application:

1. Rezoning Application;
2. Authorization Form;
3. Survey prepared by George F. Young; and
4. A check made payable to the City in the amount of \$2,043.44, representing the following:

a.	Zoning Application Fee -	\$500.00
b.	Flume (Land Use Map Change) Fee -	\$1,000.00
c.	Mailing Costs -	\$230.40
d.	Mailing Costs - repealing of Development Agr. -	\$313.04

Should you require any additional information or documentation at the present time, please advise me accordingly. Thanking you for your attention to the foregoing, I am

Sincerely,
BACON & BACON, P.A.

Jodilynn Furlong,
Florida Registered Paralegal
Enclosure

cc: Client

PLEASE TYPE OR
PRINT LEGIBLY



APPLICATION

(Check appropriate boxes)

Complete the information required below, read and initial the caveats on PAGE 2 of this form, sign below where indicated and attach a recent survey of the subject property and any supporting drawings and documents you think will enhance your application.

☐ Plan change ☒ Rezoning

APPLICANT/AGENT:

Name: Bacon & Bacon, P.A.-David Bacon Esq.

Address: 2959 First Avenue North

City: St. Petersburg State: FL

Zip: 33713 Telephone: 727-327-3935

PROPERTY OWNER:

Name: 1307 Gulf Way, LLLP

Address: 1324 S. Lakeshore Drive

City: Sarasota State: FL

Zip: 34231 Telephone: 941-358-6868

PROPERTY:

Address: 1307 Gulf Way, St. Pete Beach, FL

Parcel ID: 18-32-16-95454-004-1330

Current Zoning: THD Proposed Zoning: LLM-2 Current Land Use: Residential High Proposed land use: LLM

Lot area: _____

DETAILS OF THE REQUEST (Add additional sheets if necessary):

Property is currently zoned THD and improved with a dilapidated, non-operational building formerly operated as the Gulf Way Inn. Property owner intends to cause the existing building to be demolished and desires to change the zoning to allow the property to be three (3) single family lots for eventual improvement with single family dwellings.

1307 GULF WAY, LLLP
By: [Signature] - THOMAS A. JACOBS 7-21-11
Signature of Applicant & Date

For office use only:

Case Number: _____ Scheduled PB Meeting: _____ Fees: _____

PB Action: ☐ Approved as requested ☐ Approved with conditions ☐ Denied

Forwarded to City Commission: Date Sent: _____ Scheduled for: _____

City Commission Action: ☐ Approved as requested ☐ Approved with conditions ☐ Denied

File Closed: _____

Property address 1307 GUP WAY (continued)

THE FOLLOWING ITEMS MUST BE INITIALED BY APPLICANT OR AGENT:

 I understand that the Board's action is not final. It must be approved by the City Commission, and I further understand that the Commission may modify the conditions of approval or deny the application.

 I understand that any person aggrieved by the final decision has the right to file a petition in the Pinellas County Circuit Court within **30 days** after the Commission decision, otherwise, the decision shall be final.

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



Owner's Authorization for Agent
Community Development Department
City of St. Pete Beach, Florida

I/WE 1307 GULF WAY, LLLP
(print name of property owner)

hereby authorize BACON + BACON, P.A. - DAVIS BACON
(print name of agent)

to represent me/us in an application for RE-ZONING
(type of application: variance, land use, zoning, special event, etc)

1307 GULF WAY, LLLP
By: [Signature] - President
Signature of owner

HOWARD A. JACOBS - President
Print name of owner

[Signature]
Signature of owner

[Signature]
Print name of owner

The foregoing instrument was acknowledged before me this 21 day
of July 2011, by HOWARD A. JACOBS who
is personally known X or produced _____ as
identification.

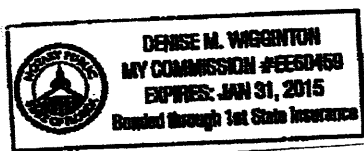
[Signature]

(Notary Signature)

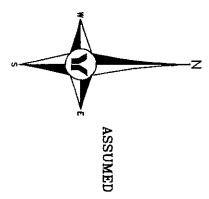
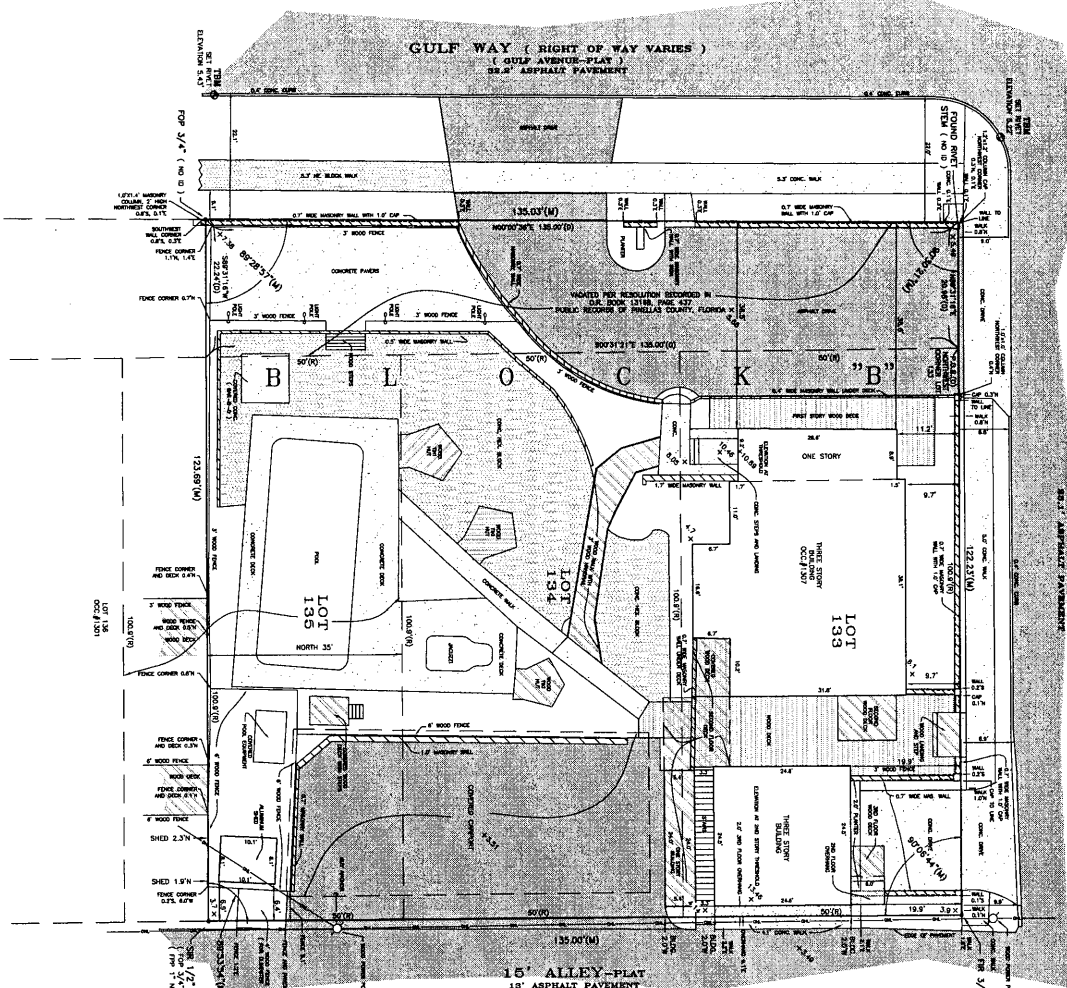
7/21/11

(Date)

My commission expires 1/31/15



14TH AVENUE 42' R/W - PLAT
32.1' ASPHALT PAVEMENT



- LEGEND**
- A.C. ADJACENT
 - B.C. BOUNDARY
 - C.C. CORNER
 - D.C. DRIVEWAY
 - E.C. EASEMENT
 - F.C. FENCE
 - G.C. GULF WAY
 - H.C. HOUSE
 - I.C. IRON PIPE
 - J.C. JUNCTION
 - K.C. KITCHEN
 - L.C. LAWN
 - M.C. MOUND
 - N.C. NORTH
 - O.C. OCEAN
 - P.C. PAVEMENT
 - Q.C. QUARTER
 - R.C. ROAD
 - S.C. SIDEWALK
 - T.C. TOWER
 - U.C. UTILITY
 - V.C. VERGE
 - W.C. WATER
 - X.C. X-RAY
 - Y.C. YARD
 - Z.C. ZONE

A BOUNDARY SURVEY OF

Lots 133, 134 and the North 35 feet of Lot 135, Block B, WARREN WHESTER'S MAP, according to the plat thereof recorded in Plat Book 5, page 38, Public Records of Pinellas County, Florida, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.96 FEET TO THE POINT OF BEGINNING.

St. Petersburg Beach, Florida

NOTES:

1. George F. Young, Inc. and the undersigned make no representations or warranties as to the accuracy of the data furnished to the surveyor.
2. This survey is made for the purpose of establishing the boundaries of the property described herein and for no other purpose.
3. This survey is a graphic depiction of the current boundary and visible easements and is not intended to be used as a legal document.
4. Survey prepared with the benefit of a Chicago Title Insurance Company 22, 2010 at 11:00 PM, based on Surveyor's map & plat, dated October 22, 2010.
5. As per above referenced Title Commitment, the surveyor has determined that the property described herein is not subject to any other claims or interests.
6. The surveyor has determined that the property described herein is not subject to any other claims or interests.
7. The surveyor has determined that the property described herein is not subject to any other claims or interests.
8. Easements shown herein refer to the North American Vertical Datum of 1988 (NAVD 88).
9. Boundary used was NOAA 4" located at Post-A-2444 based on the bench mark established elevation of 6.94 feet (NAVD 88). Information obtained from the NGS Data Sheet, FID 460741.
10. This map is intended to be displayed at a scale of 1" = 10' or smaller.
11. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
12. This Survey is not valid without the signature and the original sealed and of a Florida Licensed Surveyor and map.
13. Certification is undertaken to be an expression of professional opinion by the surveyor and mapmaker based on the surveyor and mapmaker's knowledge and information, and that it is not a guarantee or warranty, expressed or implied.

NO. 17	DATE	DESCRIPTION	REVISION
1	1/27/2011	1307 Gulf Way Boundary Survey	
2	1/27/2011	1307 Gulf Way Boundary Survey	
3	1/27/2011	1307 Gulf Way Boundary Survey	
4	1/27/2011	1307 Gulf Way Boundary Survey	
5	1/27/2011	1307 Gulf Way Boundary Survey	
6	1/27/2011	1307 Gulf Way Boundary Survey	
7	1/27/2011	1307 Gulf Way Boundary Survey	
8	1/27/2011	1307 Gulf Way Boundary Survey	
9	1/27/2011	1307 Gulf Way Boundary Survey	
10	1/27/2011	1307 Gulf Way Boundary Survey	
11	1/27/2011	1307 Gulf Way Boundary Survey	
12	1/27/2011	1307 Gulf Way Boundary Survey	
13	1/27/2011	1307 Gulf Way Boundary Survey	
14	1/27/2011	1307 Gulf Way Boundary Survey	
15	1/27/2011	1307 Gulf Way Boundary Survey	
16	1/27/2011	1307 Gulf Way Boundary Survey	
17	1/27/2011	1307 Gulf Way Boundary Survey	
18	1/27/2011	1307 Gulf Way Boundary Survey	
19	1/27/2011	1307 Gulf Way Boundary Survey	
20	1/27/2011	1307 Gulf Way Boundary Survey	
21	1/27/2011	1307 Gulf Way Boundary Survey	
22	1/27/2011	1307 Gulf Way Boundary Survey	
23	1/27/2011	1307 Gulf Way Boundary Survey	
24	1/27/2011	1307 Gulf Way Boundary Survey	
25	1/27/2011	1307 Gulf Way Boundary Survey	
26	1/27/2011	1307 Gulf Way Boundary Survey	
27	1/27/2011	1307 Gulf Way Boundary Survey	
28	1/27/2011	1307 Gulf Way Boundary Survey	
29	1/27/2011	1307 Gulf Way Boundary Survey	
30	1/27/2011	1307 Gulf Way Boundary Survey	
31	1/27/2011	1307 Gulf Way Boundary Survey	
32	1/27/2011	1307 Gulf Way Boundary Survey	
33	1/27/2011	1307 Gulf Way Boundary Survey	
34	1/27/2011	1307 Gulf Way Boundary Survey	
35	1/27/2011	1307 Gulf Way Boundary Survey	
36	1/27/2011	1307 Gulf Way Boundary Survey	
37	1/27/2011	1307 Gulf Way Boundary Survey	
38	1/27/2011	1307 Gulf Way Boundary Survey	
39	1/27/2011	1307 Gulf Way Boundary Survey	
40	1/27/2011	1307 Gulf Way Boundary Survey	
41	1/27/2011	1307 Gulf Way Boundary Survey	
42	1/27/2011	1307 Gulf Way Boundary Survey	
43	1/27/2011	1307 Gulf Way Boundary Survey	
44	1/27/2011	1307 Gulf Way Boundary Survey	
45	1/27/2011	1307 Gulf Way Boundary Survey	
46	1/27/2011	1307 Gulf Way Boundary Survey	
47	1/27/2011	1307 Gulf Way Boundary Survey	
48	1/27/2011	1307 Gulf Way Boundary Survey	
49	1/27/2011	1307 Gulf Way Boundary Survey	
50	1/27/2011	1307 Gulf Way Boundary Survey	
51	1/27/2011	1307 Gulf Way Boundary Survey	
52	1/27/2011	1307 Gulf Way Boundary Survey	
53	1/27/2011	1307 Gulf Way Boundary Survey	
54	1/27/2011	1307 Gulf Way Boundary Survey	
55	1/27/2011	1307 Gulf Way Boundary Survey	
56	1/27/2011	1307 Gulf Way Boundary Survey	
57	1/27/2011	1307 Gulf Way Boundary Survey	
58	1/27/2011	1307 Gulf Way Boundary Survey	
59	1/27/2011	1307 Gulf Way Boundary Survey	
60	1/27/2011	1307 Gulf Way Boundary Survey	
61	1/27/2011	1307 Gulf Way Boundary Survey	
62	1/27/2011	1307 Gulf Way Boundary Survey	
63	1/27/2011	1307 Gulf Way Boundary Survey	
64	1/27/2011	1307 Gulf Way Boundary Survey	
65	1/27/2011	1307 Gulf Way Boundary Survey	
66	1/27/2011	1307 Gulf Way Boundary Survey	
67	1/27/2011	1307 Gulf Way Boundary Survey	
68	1/27/2011	1307 Gulf Way Boundary Survey	
69	1/27/2011	1307 Gulf Way Boundary Survey	
70	1/27/2011	1307 Gulf Way Boundary Survey	
71	1/27/2011	1307 Gulf Way Boundary Survey	
72	1/27/2011	1307 Gulf Way Boundary Survey	
73	1/27/2011	1307 Gulf Way Boundary Survey	
74	1/27/2011	1307 Gulf Way Boundary Survey	
75	1/27/2011	1307 Gulf Way Boundary Survey	
76	1/27/2011	1307 Gulf Way Boundary Survey	
77	1/27/2011	1307 Gulf Way Boundary Survey	
78	1/27/2011	1307 Gulf Way Boundary Survey	
79	1/27/2011	1307 Gulf Way Boundary Survey	
80	1/27/2011	1307 Gulf Way Boundary Survey	
81	1/27/2011	1307 Gulf Way Boundary Survey	
82	1/27/2011	1307 Gulf Way Boundary Survey	
83	1/27/2011	1307 Gulf Way Boundary Survey	
84	1/27/2011	1307 Gulf Way Boundary Survey	
85	1/27/2011	1307 Gulf Way Boundary Survey	
86	1/27/2011	1307 Gulf Way Boundary Survey	
87	1/27/2011	1307 Gulf Way Boundary Survey	
88	1/27/2011	1307 Gulf Way Boundary Survey	
89	1/27/2011	1307 Gulf Way Boundary Survey	
90	1/27/2011	1307 Gulf Way Boundary Survey	
91	1/27/2011	1307 Gulf Way Boundary Survey	
92	1/27/2011	1307 Gulf Way Boundary Survey	
93	1/27/2011	1307 Gulf Way Boundary Survey	
94	1/27/2011	1307 Gulf Way Boundary Survey	
95	1/27/2011	1307 Gulf Way Boundary Survey	
96	1/27/2011	1307 Gulf Way Boundary Survey	
97	1/27/2011	1307 Gulf Way Boundary Survey	
98	1/27/2011	1307 Gulf Way Boundary Survey	
99	1/27/2011	1307 Gulf Way Boundary Survey	
100	1/27/2011	1307 Gulf Way Boundary Survey	

George F. Young, Inc.
290 N. W. 10th Ave., Suite 100, St. Petersburg, FL 33705
(727) 325-1111
www.georgefyoung.com

Survey No. 1307
Date: 1/27/2011

1307 Gulf Way
Boundary Survey

100072011
SHEET NO. 1 OF 1

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2011161527 06/20/2011 at 09:32 AM
OFF REC BK: 17280 PG: 525-534
DocType:AGM RECORDING: \$86.50

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2009032931 02/09/2009 at 01:35 PM
OFF REC BK: 16493 PG: 598-604
DocType:AGM RECORDING: \$61.00

DEVELOPMENT AGREEMENT

By and Between

THE CITY OF ST PETE BEACH

and

TAKVOR EVRIKOZ

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and executed as of this day of December, 2008, by and between the CITY OF ST PETE BEACH, a municipal corporation existing under the laws of the State of Florida, (the "City"), and TAKVOR EVRIKOZ (the "Developer").

RECITALS:

1. The Developer is developing and improving certain land situated in Pinellas County, Florida (the "County"), being more particularly described by Exhibit "A", attached hereto and incorporated herein by this reference (the "Property").
2. The Developer plans to develop a real estate project (the "Project") on the Property at an unspecified date in the future which will consist of two separate transient accommodation facilities allocated one each to the tracts of land identified as 1301 and 1307 Gulf Way. Each facility will be developed independently and at a time of the Developer's choosing.
3. The parties acknowledge that development of the Project will, result in a need for governmental services and facilities and the City has determined that it is feasible to extend into the Property municipal services, such as but not limited to police protection, fire protection, sanitary sewage collection and treatment, trash and garbage removal, street and storm drainage maintenance, water and electricity and such other governmental and municipal services as may be required or available from time to time, all in accordance with the terms of this Agreement and City, State, Federal and public utility authority rules, regulations, ordinances and procedures.
4. The City has determined that development of the Project in accordance with the conditions of approval set forth in the Development Order as amended by the terms and conditions set forth herein will be consistent with the goal of orderly growth and development of the area in which the Property is located and is consistent with the policies of the St. Pete Beach Comprehensive Plan. Development shall proceed in accordance with the existing or subsequently amended Development Order(s).
5. Both parties recognize that, because the development of the Project may occur over a number of years, each requires, for long range planning and implementation purposes (with respect to capital, marketing and the providing of governmental services), a high level of certainty, and that each party is entitled to act in reliance upon the agreements herein set forth.

6. This Agreement is intended to authorize the Developer to proceed with the development of the Project in accordance with and in reliance upon the approvals set forth in the Development Order and this Agreement.

Accordingly, for and in consideration of the terms of the agreements herein, the receipt and sufficiency of which are hereby mutually acknowledged, the City and the Developer agree as follows:

Section 1. Definitions. The following words, phrases and terms shall have the following meanings unless the context clearly requires otherwise:

- A. City. The City of St. Pete Beach, Florida
- B. County. Pinellas County, Florida.
- C. Developer. TAKVOR EVRIKOZ
- D. Development Order. All applicable Development Orders, including rezonings, variances or conditional use approvals.
- E. Project. The expansion of any current development or construction of any new residential or hotel facility located on the subject property.
- F. Property. The lands described by the attached Exhibit "A".
- G. Density. The number of residential units permitted per acre of land in accordance with the Comprehensive Plan and Land Development Code of the City of St. Pete Beach.

Section 2. General Provisions.

A. Compliance. The Developer agrees that both it and its successors and assigns will abide by the provisions of this Agreement, the laws of the State of Florida and the applicable ordinances of the CITY OF ST PETE BEACH.

B. Property Description and Binding Covenants. The Property is the real estate described by Exhibit "A". Except as herein provided to the contrary, it is intended that the provisions of this Agreement shall constitute promises and rights which shall run with said Property and the benefits and burdens hereof shall bind and inure to the benefit of all successors in interest to the parties hereto. Provided, however, the provisions of this paragraph are not intended

to imply or require the City's consent or joinder in mortgages encumbering the Property, declarations of condominium, declarations of covenants or restrictions, executions of easements or any other instruments executed in connection with the development or sale of the Property, in whole or in part.

C. Term. The term of this Agreement shall commence upon the proper execution of this Agreement by the last party hereto and shall extend for the entire period during which the subject property is designated as Residential High on the Future Land Use Plan Map of the City, unless sooner terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto, but shall under no circumstances remain in effect for less than three years from the date of commencement. Following the expiration of this Agreement, the contractual obligations provided by this Agreement shall be deemed terminated and of no further force and effect; provided, however, the termination of this Agreement shall not have the effect of terminating any Development Order.

D. Assignment. (1) At any time during the term of this Agreement, Developer may assign or transfer this Agreement, together with all the Developer's rights, title and interest therein, to any person, firm or corporation which succeeds to the then remaining interest of the Developer in and to the Property. That is, if the Developer shall sell or transfer its rights with respect to development or the Property by direct transfer or sale, long term lease, merger, consolidation, joint venture or partnership the successor to the Developer shall receive the benefits and be bound by the provisions of this Agreement.

E. Notices. Formal written notice, demands, correspondence and communication between the City and Developer shall be sufficiently given if dispatched by postage prepaid, first class mail, return receipt requested, to the respective party at the following address or to such other persons and addresses as either party may from time to time designate to the other in writing:

If to the City:

CITY OF ST PETE BEACH
City Clerk
155 Corey Avenue
St. Pete Beach, Florida 33706

If to the Developer:

Takvor Evrikoz
1307 Gulf Way
St. Pete Beach, Florida 33706

F. Notice of Sale or Transfer. Developer shall give prior written notice to the City of any sale or transfer of the Property or any portion thereof if such transfer includes an assignment of this Agreement or any portion thereof. Such notice shall specify the name or names of the transferee, the transferee's mailing address, the location of the land so sold or transferred, and the name and address

of the entity to which any notice relating to this Agreement shall be given.

G. Amendment of Agreement.

(1) This Agreement may be amended from time to time only by the mutual consent of the parties according to the same formalities required for the execution of this Agreement.

Section 3. Development of the Property.

A. Conditions. No development shall be allowed upon the property which is inconsistent with the stated policies of the City's Comprehensive Plan, Land Development Code or any applicable Development Order. Additionally, no permanent residential development of any configuration shall be permitted in excess of 10 units per acre, irrespective of the zoning assigned to the property. Except as herein or in the Development Order specifically permitted or stated to the contrary, all development activity and construction conducted in or on the Property shall be in accordance with contemporaneously applicable local, state and federal laws, regulations and ordinances.

B. Rules, Regulations, Zoning and Official Policies.

(1) This section shall not preclude the application to the Property of changes in City ordinances, regulations, plans or policies, the terms of which are specifically mandated and required to be applied to the Property by changes in water management districts or state or federal laws or regulations. In the event such changes in state or federal laws prevent or preclude compliance with one or more provisions of this Agreement (and the Project is not otherwise entitled to a vested rights status by statute or law), the City and Developer shall take such action as may be required to modify this Agreement.

(2) This section shall not be construed to limit the authority or obligation of the City to hold necessary public hearings, to limit the future discretion of the City or any of its officers or officials with regard to rules, regulations, ordinances, laws and entitlements of use which would require the exercise of discretion by the City or any of its officers or officials; provided that the City is currently exercising its discretionary powers with respect to the Project in the execution of this Agreement and subsequent discretionary actions shall not prevent development of the Project for the land uses and to the density and intensity of development as provided by this nor act as a cancellation of the provisions of this Agreement.

Section 4. Development of Property as a Private Undertaking.

It is specifically understood that the development of the Property is a private undertaking. No partnership, joint venture or

other association of any kind is formed by this Agreement. The only relationship between the City and the Developer is that of a government entity regulating the development of private property and the owner of such private property.

Section 5. Miscellaneous Provisions.

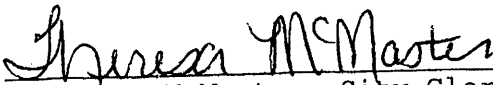
A. Recording. The Developer upon the execution of this Agreement, shall pay to the City the costs of recording of this Agreement among the Public Records of Pinellas County, Florida and the Agreement shall thereafter be recorded.

B. Severability. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion thereto unless removing such sentence, phrase, paragraph, provision or portion from this Agreement would frustrate the intentions of either of the parties hereto in executing this Agreement.

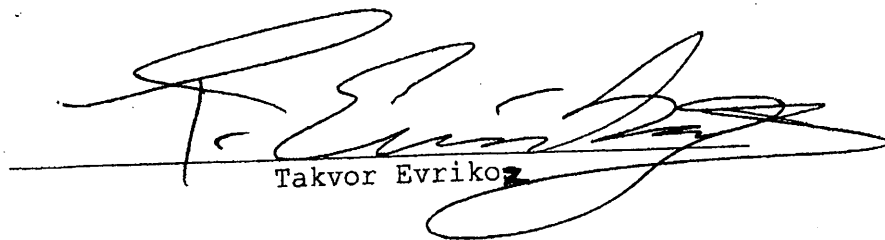
C. Successors and Assigns. The rights, benefits, burdens and obligations created and imposed by this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS THEREOF, the parties hereto have caused these presents to be signed all as of the date and year first above written.

I, Theresa B. McMaster, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Development Agreement was duly adopted in accordance with the provisions of applicable law this 14th day of January, 2009.


Theresa B. McMaster, City Clerk

Signatures of Parties to the Agreement:



Takvor Evrikov



Michael Finnerty, Mayor
City of St. Pete Beach

Attachment "A"

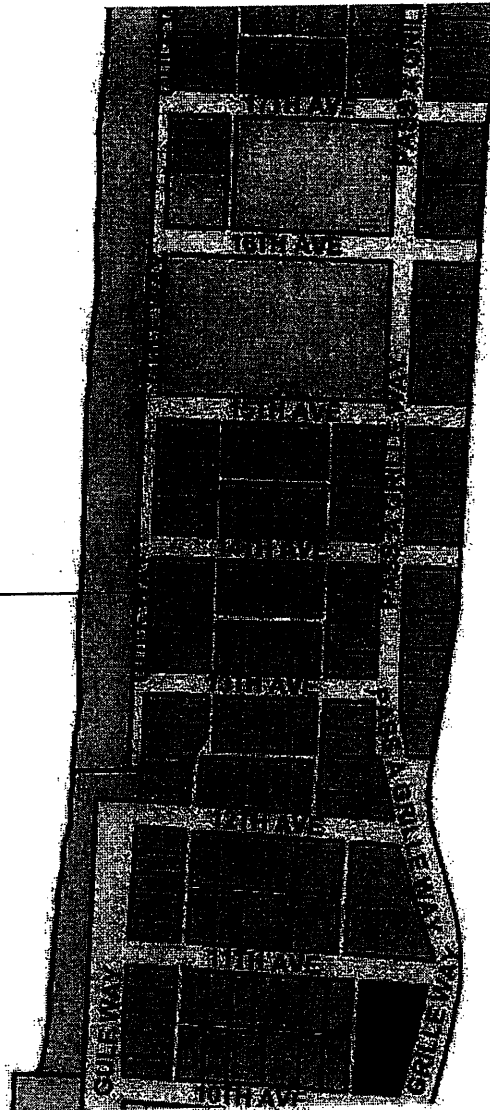
Legal Description 1307 Gulf Way

WEBSTER'S MAP, WARREN BLK B, LOTS 133 & 134 & N 35FT OF LOT 135
TOGETHER WITH THAT VAC PT OF GULF WAY DESC BEG AT NW COR OF
LOT 133 TH S01DE 135FT TH W 22.24FT TH N 135FT TH E 20.98FT TO POB (PER
O.R. 13168/437)

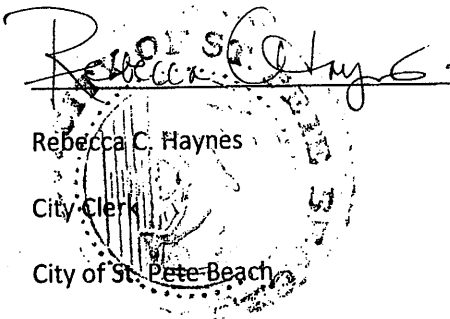
Exhibit A

1307 Gulf Way

1307



I, Rebecca C. Haynes, City Clerk with the City of St. Pete Beach, hereby certify that the foregoing Development Agreement by and between the City of St. Pete Beach and Mr. Takvor Evrikov re: 1307 Gulf Way, Pass-A-Grille, FL 33706, is a true and correct copy, as amended. The Development Agreement was approved by the St. Pete Beach City Commission at its regular meeting of January 14, 2009, and originally recorded on February 9, 2009 as Document #2009032931 with the Clerk of Court, Pinellas County, Florida. It is amended with the inclusion of "Exhibit A" as referred to in the Development Agreement, Page One, Section 'Recitals', Paragraph One.

 6/14/2011
Rebecca C. Haynes
City Clerk
City of St. Pete Beach

MEMORANDUM



CITY CLERK'S OFFICE

June 16, 2011

Clerk of Court
County of Pinellas
ATTN: Official Records Division
315 Court Street
Clearwater, FL 33756

To Whom It May Concern:

Please record the enclosed documents as listed below:

1. Development Agreement with Mr. Joe Caruso, 1301 Gulf Way, Pass-A-Grille, FL
2. Development Agreement with Mr. Takvor Evrikov, 1307 Gulf Way, Pass-A-Grille, FL

These documents were previously recorded on February 9, 2009 but did not include city clerk certification or the attachments referred to as Exhibit A.

As I understand from our Finance Department, Pinellas County will invoice the City of St. Pete Beach for this transaction. The total amount is \$173.00, \$10.00 for the first page and \$8.50 for each additional page, totaling \$86.50 for each ten-page document. Please advise if this is incorrect.

Should you require additional documentation or have any questions, please give me a call at (727) 363-9220.

Cordially,

CITY OF ST. PETE BEACH

Rebecca C. Haynes
City Clerk

City of St. Pete Beach

Robert and Mary Fernandez
110 12th Avenue
St. Pete Beach, FL 33706

October 21, 2011

Attention: C. Hartley

City of St. Pete Beach
Community Development Department
City Hall – 1st Floor
155 Corey Avenue
St. Pete Beach, FL 33706

Re: Ordinance to the Future Land Use Map from Residential High with the Resort Facilities Overlay
To Residential Low—Medium for the property located at 1307 Gulf Way

Ordinance 2011-34: Change to the Official Zoning Map from THD (Traditional Hotel District) to
RLM-2 (Residential Low Medium 2) for the property located at 1307 Gulf Way

Dear Sirs:

We will be out of town on October 26, 2011 and so we are writing to file our objection to the proposed future land use and zoning changes for 1307 Gulf Way.

As you know, we have vigorously opposed the expansion of a commercial property into our residential neighborhood. In this case the proposal is to convert property that has been commercial for many decades and approved for THD into residential zoning. This property is on Gulf Way and neighbors two other commercial properties. It is separated by an alley from other residential properties.

Just as we have strived to protect our neighborhood, we believe it is important to recognize the value of existing transient accommodations in the appropriate locations to the Pass-A-Grille mix. Thus we urge the Planning Board and the City Commission to reject this proposed future land use and zoning change for 1307 Gulf Way.

Sincerely,

Bob & Mary Fernandez

mjm

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: First Reading and Public Hearing of Ordinance 2011-34

Date: April 10, 2012

Prepared By: Catherine Hartley, AICP, CNU-A, Senior Planner

Summary of Issue: Applicant requests change of zoning designation for 1307 Gulf Way from THD to RLM-2.

The Planning Board conducted a public hearing on the above-mentioned case on January 17, 2012, and unanimously voted to recommend approval of the request.

Requested Motion: “I move to approve Ordinance 2011-34 (read title)”

Attachments: Ordinance 2011-34.

Reviewed by City Manager: MB

ORDINANCE 2011-34

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, 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; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Pete Beach Comprehensive Plan encourages the preservation of residential neighborhoods and recommends minimizing the impacts of commercial uses adjacent to residential uses; and

WHEREAS, the Planning Board of the City of St. Pete Beach conducted a public hearing on January 17, 2012, noticed pursuant to Florida law and conducted pursuant to Ordinance 88-36 of the City of St. Pete Beach and Section 3.4 of the Land Development Code; and

WHEREAS, City Commission of the City of St. Pete Beach conducted public hearings on Tuesday April 10, 2012 and _____, 2012, noticed pursuant to Florida law and conducted pursuant to Ordinance 88-36 of the City of St. Pete Beach and Section 3.4 of the Land Development Code; and

WHEREAS, the City Commission finds this change to the Zoning Map to be consistent with the Goals, Objectives, and Policies of the Comprehensive Plan; and

WHEREAS, the City Commission finds this amendment to the Zoning Map to be in the best interest of the citizens of the City of St. Pete Beach.

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

Section 1. The Zoning Map of the City of St. Pete Beach is hereby amended, changing the zoning for the property located at 1307 Gulf Way, further illustrated in “Exhibit A”, from THD to RLM-2.

Section 2. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with this Ordinance.

Section 3. If any portion or part of this Ordinance is declared invalid by a court of competent jurisdiction, the valid remainder hereof shall remain in full force and effect.

Section 4. This Ordinance shall become effective within 30 days of adoption.

STEVE MCFARLIN, MAYOR

LPA PUBLIC HEARING: 1/17/2012

PUBLISHED:

FIRST READING: 4/10/2012

PUBLISHED :

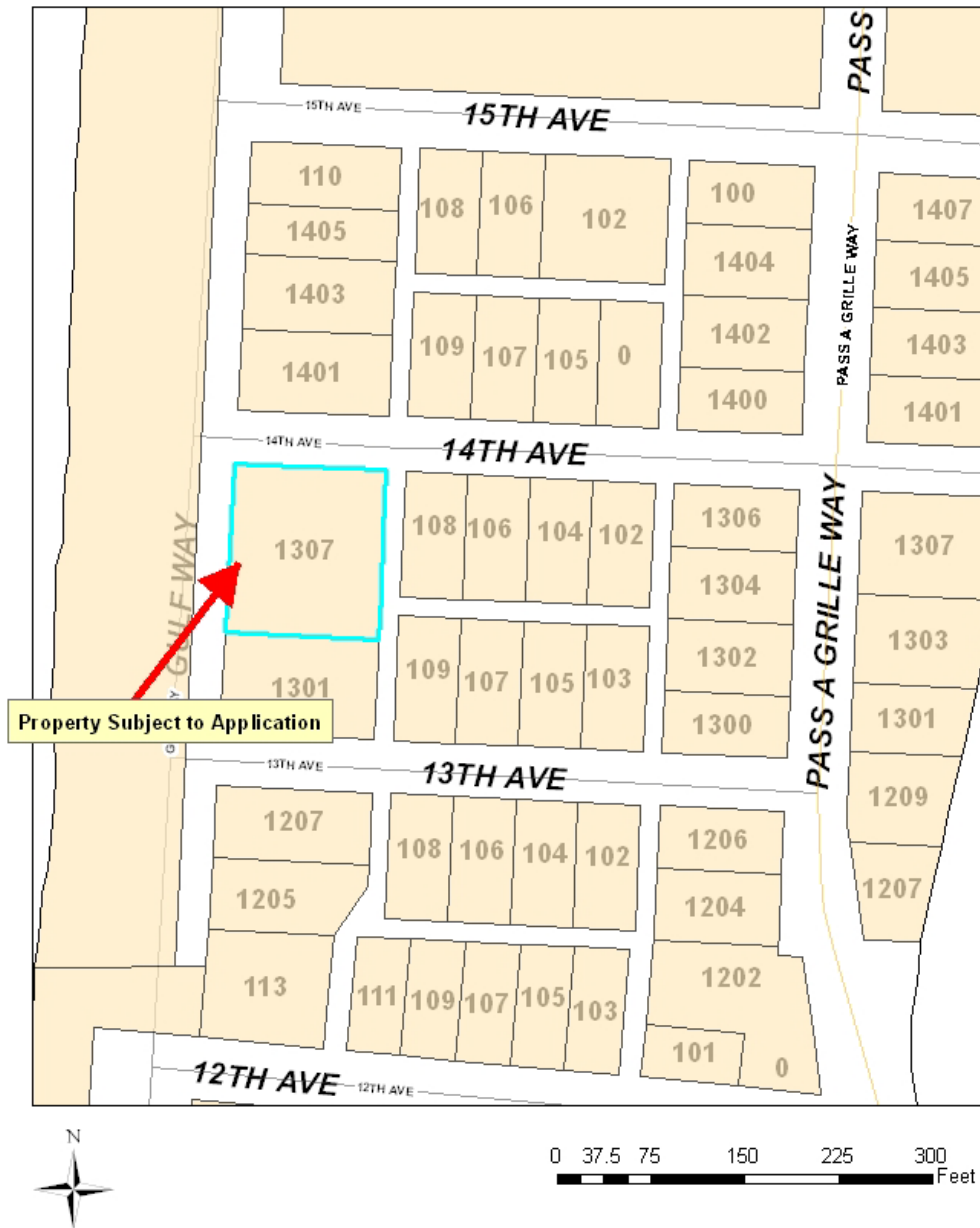
SECOND READING/ADOPTION HEARING:

PUBLISHED :

I, Rebecca Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2012.

Rebecca Haynes, City Clerk

“Exhibit A”



City of St. Pete Beach
City Commission Public Hearings
Case # 2011-0032 (Corresponding Ordinance # 2011-33)
Case # 2011-33 (Corresponding Ordinance # 2011-34)
April 10, 2012

Property Information

Address: 1307 Gulf Way

Owner: 1307 LLLP

Agent: David Bacon

Existing Use: Vacant

Proposed Use: Residential

Parcel Size: 16,605 square feet or .38 acres

Applicant Requests: Change of Future Land Use Designation from Residential High with the Resort Facilities Overlay to Residential Low-Medium.

Change of Zoning from Traditional Hotel District (THD) to Residential Medium (RLM-2).

Background Information:

In 2009, the Future Land Use designation was changed from Residential Low Medium to Residential High with the Resort Facilities Overlay. The zoning was concurrently changed from RLM-2 to THD. The purpose of the applications, according to the owner of the property at that time, was to redevelop the existing hotel into an updated temporary lodging facility.

Since the rezoning in 2009, the Land Development Regulations regarding the Traditional Hotel District have been modified to limit the redevelopment of hotels in the THD. Specifically, the LDC was amended to only permit the rebuilding of the same square footage as the former transient use, with the allowance of a 5% increase in square footage plus square footage for accessibility requirements. Additionally, swimming pools became a prohibited use in the THD. The property has since changed hands and the new owner has requested the property be re-designated and rezoned to a residential use.

Sec. 31.3. Permitted accessory uses and structures. The following accessory uses are permitted in the THD district:

- 1. Retail sales, limited to 100 square feet in area. The sales shall be located inside the principal structure and shall not have signage outside the structure advertising such retail goods for sale.*
- 2. Office space for the administrative use of the accommodation, such as check-in, check-out areas, reservations, and accounting.*

3. Meeting or conference rooms for the use of guests.

4. Fitness facilities for the use of guests.

(b) In addition to those commercial accessory structures permitted in 6.12, the following accessory structures are permitted in the THD District:

- 1. Garages;*
- 2. A storage building*
- 3. Decks and patios*
- 4. Fountains*

5. Gazebos

6. Trellises

31.12 Maximum Floor Area - No new structure shall be larger in aggregate square footage than the structures which occupied the site prior to redevelopment, except that the Building Official may allow a 5 % increase in the aggregate square footage overall, plus the minimum necessary increases in aggregate square footage in cases where such increases are reasonably necessary to implement current Building Code or other statutory requirements.

Sec. 31.13 Additional Requirements for Spas

1) All unenclosed spas shall provide a solid screening wall or fence at least six feet in height. This requirement shall be waved in instances where an enclosed structure is positioned between the spa and the adjacent private property.

2) No spa shall be located in such a manner as to be separated from the facility it serves by any public right-of-way.

3) Any existing facility expanded under this Division which currently has a pool or spa shall not construct a spa unless such existing pool or spa is first removed.

*Staff Note: Pools were not included as a permitted accessory use, and are therefore prohibited.

Staff Analysis

Consistency of the request with the Comprehensive Plan:

The following goals, objectives, and policies are germane to the application:

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

Objective 2.13

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

Policy 2.1.5

Through the enforcement of the land development regulations, existing residential areas shall be protected from the encroachment of incompatible uses; likewise, other land use areas shall be protected from the encroachment of incompatible residential uses.

Policy 2.1.6

The conservation, maintenance and rehabilitation of existing residential areas shall be encouraged through provisions contained in the land development regulations and other applicable City codes.

Policy 2.3.5

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

Objective 2.4

Consistent with this comprehensive plan, as amended, the City of St. Pete Beach shall enhance and protect the City's character through the encouragement of redevelopment which ensures an orderly and aesthetic mixture of land uses.

Policy 2.4.1

The City shall, through administration of the LDC, encourage the redevelopment or rehabilitation of existing non-residential areas and uses.

Standards for review of FLUM changes:

Future Land Use Map amendments are a legislative function of local government under Florida law, which holds the governing authority to a general standard of reasonableness in making the determination. In addition, Land Use Map changes should be broadly consistent with relevant Comprehensive Plan policies. Beyond this, there are no decision making criteria specified in State statute or local ordinance beyond ensuring that Level of Service Standards shall not be degraded.

Standards for review of for changes to the Official Zoning Map:

Section 3.9 of the Land Development Code sets forth the standards for review of requests for rezonings:

Standards for review. In reviewing the application for a rezoning, the staff, the planning board and the city commission shall consider whether the proposed rezoning is consistent with and furthers the goals, policies and action strategies of the comprehensive plan.

In addition, the planning board and city commission shall consider the following:

- a. Whether the proposed change would be contrary to the land use plan and would have an adverse effect on the plan. The planning board and city commission shall review the request considering the most intense use permitted in the requested zone district;*
- b. Compatibility with adjacent properties and the existing land use pattern;*
- c. Possible creation of an isolated district unrelated to adjacent and nearby districts;*
- d. The population density pattern and increase in demand for public utilities or services, including potable water supply, sanitary sewer capacity, law enforcement or fire suppression;*
- e. Any increase in use of city infrastructure, including stormwater management facilities, streets and roads, water lines, sewer lines or lift stations;*
- f. Whether existing district boundaries are logically drawn in relation to existing conditions on the property proposed for change;*
- g. Whether changed or changing conditions make the passage of the proposed amendment necessary;*
- h. Whether the proposed change will adversely affect drainage.*

- i. Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accordance with existing regulations;*
- j. Whether the proposed change will constitute a grant of special privileges to an individual owner as contrasted with the public welfare; and*
- k. Whether the change suggested is out of scale with the needs of the neighborhood or the city.*

Based on the standards in the code, Staff makes the following observations:

Although not reflected on the zoning map, Pass-a-Grille is a mixed-use district containing a variety of land uses including single family residential, multifamily residential, temporary lodging, office, retail, restaurants and other commercial uses, recreational uses, and institutional uses such as churches and clubs. Although the zoning map represents a strict separation of land uses, the actual uses on the ground are considerably more mixed.

The change in zoning would not be inconsistent with the Land Use Plan Map if the request for a change to the Future Land Use Map is granted. There are goals, objectives, and policies in the comprehensive plan that support both the maintenance of residential areas and temporary lodging uses as quoted above.

The property immediately adjacent to the subject property is a conforming temporary lodging use in terms of both the Comprehensive Plan and the Land Development Code. It could be argued that the change from a temporary lodging use to a residential use would be incompatible with the abutting property. However, the property would not be an isolated residential district, as the properties within the surrounding blocks are designated residential.

There is no significant impact on public facilities anticipated by the change in land use or zoning, as the property was designated residential prior to 2009.

The existing boundary of the Traditional Hotel District is logical in that the property abutting the subject property is a temporary lodging use. However, the remainder of the subject property is surrounded by residential zoning.

The applicant has not identified (in writing) any changes in conditions that would warrant the change in future land use or zoning. The applicant's testimony at the Planning Board public hearing was that it is not financially feasible to construct a new hotel use on the property. Staff has noted above the potential for discouraging the redevelopment of temporary lodging uses via the changes to the THD ordinance that further restricted square footage and prohibited swimming pools.

Impacts to drainage are not anticipated, as any new construction will be compelled to follow any regulations regarding drainage and stormwater mitigation.

It could be argued that the change in zoning to the subject property could impede the redevelopment of the abutting property, as an additional buffer would be required on the adjacent property if redevelopment next to a residential use.

Development allowed under the proposed zoning is generally consistent in size and mass to that allowed under the present zoning. The “needs” of the community as expressed in economic terms have not been clearly defined and are therefore difficult to assess. No studies have been conducted which clearly establish the economic value of the tourist lodging facilities in Pass-a-Grille as opposed to residential uses.

Conclusion

Certainly, there are policies in the Comprehensive Plan that support both the maintenance of the temporary lodging uses and the maintenance of single family neighborhoods; However, there are more policies that lean towards maintaining the temporary lodging use. Multiple public meetings have been conducted over the last year in which both the public and elected officials have stated that the preferred location of temporary lodging uses are on Gulf Way and Pass-a-Grille Way versus the interior streets where single family residences are the predominate uses. However, the applicant has argued that the restrictions placed on the Traditional Hotel District, in addition to the location (not directly on the beach) and the small size of the property make a hotel use not financially feasible. The applicant has argued that the highest and best use of the property is single family residential.

Respectfully submitted:
Catherine M. Hartley, AICP, CNU-a
Senior Planner

LAW OFFICES
OF
Bacon & Bacon, P.A.
A Professional Association

2959 FIRST AVENUE NORTH
ST. PETERSBURG, FLORIDA 33713

BACON & BACON, P.A.
ADRIAN S. BACON (1924-2001)
DAVID A. BACON

TELEPHONE: 727-327-3935
FACSIMILE: 727-323-4936

September 16, 2011

City of St. Pete Beach, Florida
Attn: Catherine Hartley, Zoning Dept.
155 Corey Avenue
St. Pete Beach, FL 33706

IN RE: Rezoning Application
Property Owner: 1307 Gulf Way, LLLP
Property Address: 1307 Gulf Way, St. Pete Beach

Dear Catherine:

I am enclosing herewith the following document in reference to the above application:

1. Rezoning Application;
2. Authorization Form;
3. Survey prepared by George F. Young; and
4. A check made payable to the City in the amount of \$2,043.44, representing the following:

a.	Zoning Application Fee -	\$500.00
b.	Flume (Land Use Map Change) Fee -	\$1,000.00
c.	Mailing Costs -	\$230.40
d.	Mailing Costs - repealing of Development Agr. -	\$313.04

Should you require any additional information or documentation at the present time, please advise me accordingly. Thanking you for your attention to the foregoing, I am

Sincerely,
BACON & BACON, P.A.

Jodilynn Furlong,
Florida Registered Paralegal
Enclosure

cc: Client

PLEASE TYPE OR
PRINT LEGIBLY



APPLICATION

(Check appropriate boxes)

Complete the information required below, read and initial the caveats on PAGE 2 of this form, sign below where indicated and attach a recent survey of the subject property and any supporting drawings and documents you think will enhance your application.

☐ Plan change ☒ Rezoning

APPLICANT/AGENT:

Name: Bacon & Bacon, P.A.-David Bacon Esq.

Address: 2959 First Avenue North

City: St. Petersburg State: FL

Zip: 33713 Telephone: 727-327-3935

PROPERTY OWNER:

Name: 1307 Gulf Way, LLLP

Address: 1324 S. Lakeshore Drive

City: Sarasota State: FL

Zip: 34231 Telephone: 941-358-6868

PROPERTY:

Address: 1307 Gulf Way, St. Pete Beach, FL

Parcel ID: 18-32-16-95454-004-1330

Current Zoning: THD Proposed Zoning: LLM-2 Current Land Use: Residential High Proposed land use: LLM

Lot area: _____

DETAILS OF THE REQUEST (Add additional sheets if necessary):

Property is currently zoned THD and improved with a dilapidated, non-operational building formerly operated as the Gulf Way Inn. Property owner intends to cause the existing building to be demolished and desires to change the zoning to allow the property to be three (3) single family lots for eventual improvement with single family dwellings.

1307 GULF WAY, LLLP
By: [Signature] - THOMAS A. JACOBS 7-21-11
Signature of Applicant & Date

For office use only:

Case Number: _____ Scheduled PB Meeting: _____ Fees: _____

PB Action: ☐ Approved as requested ☐ Approved with conditions ☐ Denied

Forwarded to City Commission: Date Sent: _____ Scheduled for: _____

City Commission Action: ☐ Approved as requested ☐ Approved with conditions ☐ Denied

File Closed: _____

Property address 1307 GUP WAY (continued)

THE FOLLOWING ITEMS MUST BE INITIALED BY APPLICANT OR AGENT:

 I understand that the Board's action is not final. It must be approved by the City Commission, and I further understand that the Commission may modify the conditions of approval or deny the application.

 I understand that any person aggrieved by the final decision has the right to file a petition in the Pinellas County Circuit Court within **30 days** after the Commission decision, otherwise, the decision shall be final.

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



Owner's Authorization for Agent
Community Development Department
City of St. Pete Beach, Florida

I/WE 1307 GULF WAY, LLLP
(print name of property owner)

hereby authorize BACON + BACON, P.A. - DAVIS BACON
(print name of agent)

to represent me/us in an application for RE-ZONING
(type of application: variance, land use, zoning, special event, etc)

1307 GULF WAY, LLLP
By: [Signature] - President
Signature of owner

HOWARD A. JACOBS - President
Print name of owner

[Signature]
Signature of owner

[Signature]
Print name of owner

The foregoing instrument was acknowledged before me this 21 day
of July 2011, by HOWARD A. JACOBS who
is personally known X or produced _____ as
identification.

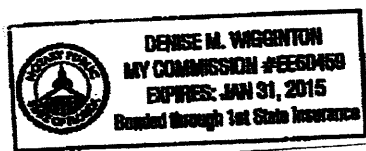
[Signature: Denise M. Wigginton]

(Notary Signature)

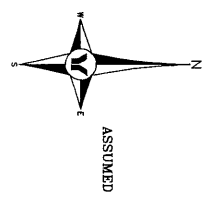
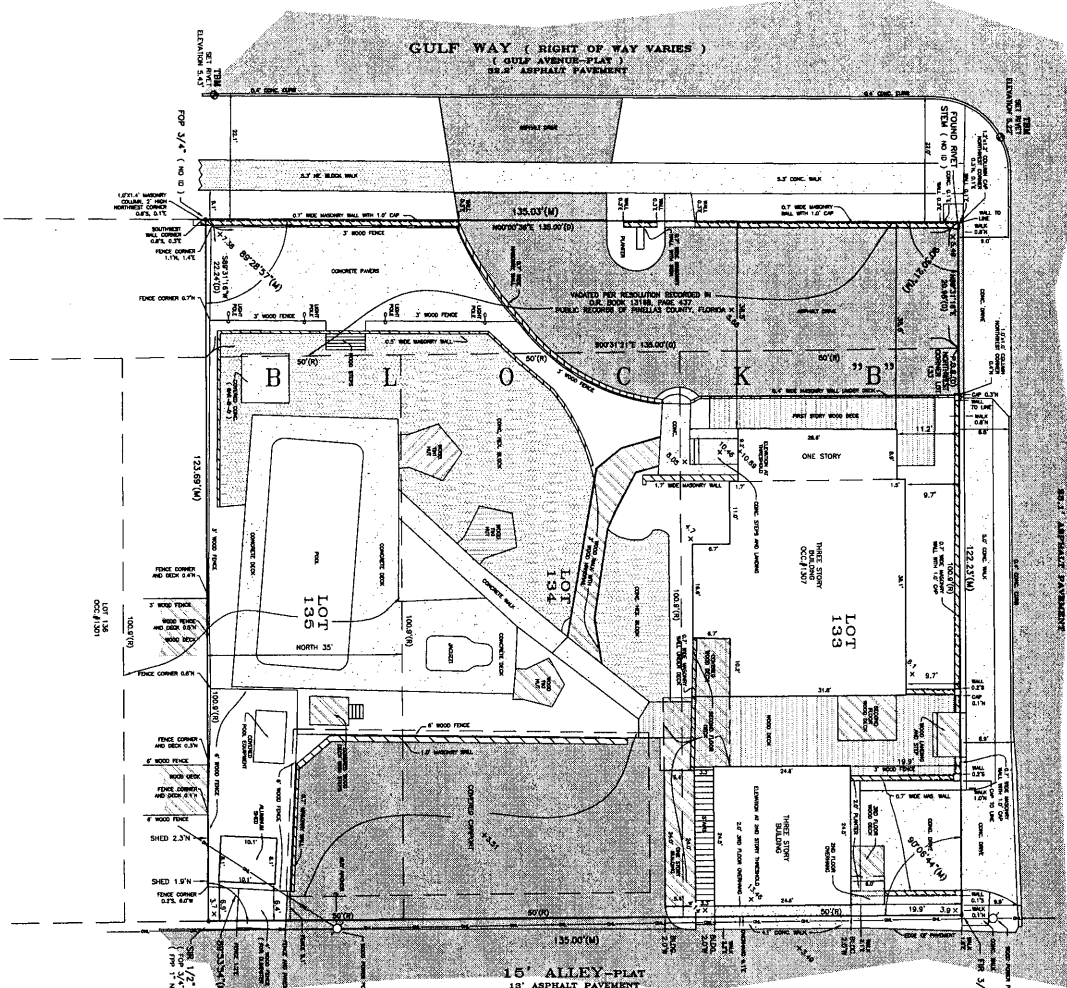
7/21/11

(Date)

My commission expires 1/31/15



14TH AVENUE 42' R/W - PLAT
32.1' ASPHALT PAVEMENT



- LEGEND**
- A/C CONCRETE
 - B/C BRICK
 - C/C CONCRETE
 - D/C CONCRETE
 - E/C CONCRETE
 - F/C CONCRETE
 - G/C CONCRETE
 - H/C CONCRETE
 - I/C CONCRETE
 - J/C CONCRETE
 - K/C CONCRETE
 - L/C CONCRETE
 - M/C CONCRETE
 - N/C CONCRETE
 - O/C CONCRETE
 - P/C CONCRETE
 - Q/C CONCRETE
 - R/C CONCRETE
 - S/C CONCRETE
 - T/C CONCRETE
 - U/C CONCRETE
 - V/C CONCRETE
 - W/C CONCRETE
 - X/C CONCRETE
 - Y/C CONCRETE
 - Z/C CONCRETE
 - AA/C CONCRETE
 - AB/C CONCRETE
 - AC/C CONCRETE
 - AD/C CONCRETE
 - AE/C CONCRETE
 - AF/C CONCRETE
 - AG/C CONCRETE
 - AH/C CONCRETE
 - AI/C CONCRETE
 - AJ/C CONCRETE
 - AK/C CONCRETE
 - AL/C CONCRETE
 - AM/C CONCRETE
 - AN/C CONCRETE
 - AO/C CONCRETE
 - AP/C CONCRETE
 - AQ/C CONCRETE
 - AR/C CONCRETE
 - AS/C CONCRETE
 - AT/C CONCRETE
 - AU/C CONCRETE
 - AV/C CONCRETE
 - AW/C CONCRETE
 - AX/C CONCRETE
 - AY/C CONCRETE
 - AZ/C CONCRETE
 - BA/C CONCRETE
 - BB/C CONCRETE
 - BC/C CONCRETE
 - BD/C CONCRETE
 - BE/C CONCRETE
 - BF/C CONCRETE
 - BG/C CONCRETE
 - BH/C CONCRETE
 - BI/C CONCRETE
 - BJ/C CONCRETE
 - BK/C CONCRETE
 - BL/C CONCRETE
 - BM/C CONCRETE
 - BN/C CONCRETE
 - BO/C CONCRETE
 - BP/C CONCRETE
 - BQ/C CONCRETE
 - BR/C CONCRETE
 - BS/C CONCRETE
 - BT/C CONCRETE
 - BU/C CONCRETE
 - BV/C CONCRETE
 - BW/C CONCRETE
 - BX/C CONCRETE
 - BY/C CONCRETE
 - BZ/C CONCRETE
 - CA/C CONCRETE
 - CB/C CONCRETE
 - CC/C CONCRETE
 - CD/C CONCRETE
 - CE/C CONCRETE
 - CF/C CONCRETE
 - CG/C CONCRETE
 - CH/C CONCRETE
 - CI/C CONCRETE
 - CJ/C CONCRETE
 - CK/C CONCRETE
 - CL/C CONCRETE
 - CM/C CONCRETE
 - CN/C CONCRETE
 - CO/C CONCRETE
 - CP/C CONCRETE
 - CQ/C CONCRETE
 - CR/C CONCRETE
 - CS/C CONCRETE
 - CT/C CONCRETE
 - CU/C CONCRETE
 - CV/C CONCRETE
 - CW/C CONCRETE
 - CX/C CONCRETE
 - CY/C CONCRETE
 - CZ/C CONCRETE
 - DA/C CONCRETE
 - DB/C CONCRETE
 - DC/C CONCRETE
 - DD/C CONCRETE
 - DE/C CONCRETE
 - DF/C CONCRETE
 - DG/C CONCRETE
 - DH/C CONCRETE
 - DI/C CONCRETE
 - DJ/C CONCRETE
 - DK/C CONCRETE
 - DL/C CONCRETE
 - DM/C CONCRETE
 - DN/C CONCRETE
 - DO/C CONCRETE
 - DP/C CONCRETE
 - DQ/C CONCRETE
 - DR/C CONCRETE
 - DS/C CONCRETE
 - DT/C CONCRETE
 - DU/C CONCRETE
 - DV/C CONCRETE
 - DW/C CONCRETE
 - DX/C CONCRETE
 - DY/C CONCRETE
 - DZ/C CONCRETE
 - EA/C CONCRETE
 - EB/C CONCRETE
 - EC/C CONCRETE
 - ED/C CONCRETE
 - EE/C CONCRETE
 - EF/C CONCRETE
 - EG/C CONCRETE
 - EH/C CONCRETE
 - EI/C CONCRETE
 - EJ/C CONCRETE
 - EK/C CONCRETE
 - EL/C CONCRETE
 - EM/C CONCRETE
 - EN/C CONCRETE
 - EO/C CONCRETE
 - EP/C CONCRETE
 - EQ/C CONCRETE
 - ER/C CONCRETE
 - ES/C CONCRETE
 - ET/C CONCRETE
 - EU/C CONCRETE
 - EV/C CONCRETE
 - EW/C CONCRETE
 - EX/C CONCRETE
 - EY/C CONCRETE
 - EZ/C CONCRETE
 - FA/C CONCRETE
 - FB/C CONCRETE
 - FC/C CONCRETE
 - FD/C CONCRETE
 - FE/C CONCRETE
 - FF/C CONCRETE
 - FG/C CONCRETE
 - FH/C CONCRETE
 - FI/C CONCRETE
 - FJ/C CONCRETE
 - FK/C CONCRETE
 - FL/C CONCRETE
 - FM/C CONCRETE
 - FN/C CONCRETE
 - FO/C CONCRETE
 - FP/C CONCRETE
 - FQ/C CONCRETE
 - FR/C CONCRETE
 - FS/C CONCRETE
 - FT/C CONCRETE
 - FU/C CONCRETE
 - FV/C CONCRETE
 - FW/C CONCRETE
 - FX/C CONCRETE
 - FY/C CONCRETE
 - FZ/C CONCRETE
 - GA/C CONCRETE
 - GB/C CONCRETE
 - GC/C CONCRETE
 - GD/C CONCRETE
 - GE/C CONCRETE
 - GF/C CONCRETE
 - GG/C CONCRETE
 - GH/C CONCRETE
 - GI/C CONCRETE
 - GJ/C CONCRETE
 - GK/C CONCRETE
 - GL/C CONCRETE
 - GM/C CONCRETE
 - GN/C CONCRETE
 - GO/C CONCRETE
 - GP/C CONCRETE
 - GQ/C CONCRETE
 - GR/C CONCRETE
 - GS/C CONCRETE
 - GT/C CONCRETE
 - GU/C CONCRETE
 - GV/C CONCRETE
 - GW/C CONCRETE
 - GX/C CONCRETE
 - GY/C CONCRETE
 - GZ/C CONCRETE
 - HA/C CONCRETE
 - HB/C CONCRETE
 - HC/C CONCRETE
 - HD/C CONCRETE
 - HE/C CONCRETE
 - HF/C CONCRETE
 - HG/C CONCRETE
 - HH/C CONCRETE
 - HI/C CONCRETE
 - HJ/C CONCRETE
 - HK/C CONCRETE
 - HL/C CONCRETE
 - HM/C CONCRETE
 - HN/C CONCRETE
 - HO/C CONCRETE
 - HP/C CONCRETE
 - HQ/C CONCRETE
 - HR/C CONCRETE
 - HS/C CONCRETE
 - HT/C CONCRETE
 - HU/C CONCRETE
 - HV/C CONCRETE
 - HW/C CONCRETE
 - HX/C CONCRETE
 - HY/C CONCRETE
 - HZ/C CONCRETE
 - IA/C CONCRETE
 - IB/C CONCRETE
 - IC/C CONCRETE
 - ID/C CONCRETE
 - IE/C CONCRETE
 - IF/C CONCRETE
 - IG/C CONCRETE
 - IH/C CONCRETE
 - II/C CONCRETE
 - IJ/C CONCRETE
 - IK/C CONCRETE
 - IL/C CONCRETE
 - IM/C CONCRETE
 - IN/C CONCRETE
 - IO/C CONCRETE
 - IP/C CONCRETE
 - IQ/C CONCRETE
 - IR/C CONCRETE
 - IS/C CONCRETE
 - IT/C CONCRETE
 - IU/C CONCRETE
 - IV/C CONCRETE
 - IW/C CONCRETE
 - IX/C CONCRETE
 - IY/C CONCRETE
 - IZ/C CONCRETE
 - JA/C CONCRETE
 - JB/C CONCRETE
 - JC/C CONCRETE
 - JD/C CONCRETE
 - JE/C CONCRETE
 - JF/C CONCRETE
 - JG/C CONCRETE
 - JH/C CONCRETE
 - JI/C CONCRETE
 - JK/C CONCRETE
 - JL/C CONCRETE
 - JM/C CONCRETE
 - JN/C CONCRETE
 - JO/C CONCRETE
 - JP/C CONCRETE
 - JQ/C CONCRETE
 - JR/C CONCRETE
 - JS/C CONCRETE
 - JT/C CONCRETE
 - JU/C CONCRETE
 - JV/C CONCRETE
 - JW/C CONCRETE
 - JX/C CONCRETE
 - JY/C CONCRETE
 - JZ/C CONCRETE
 - KA/C CONCRETE
 - KB/C CONCRETE
 - KC/C CONCRETE
 - KD/C CONCRETE
 - KE/C CONCRETE
 - KF/C CONCRETE
 - KG/C CONCRETE
 - KH/C CONCRETE
 - KI/C CONCRETE
 - KJ/C CONCRETE
 - KK/C CONCRETE
 - KL/C CONCRETE
 - KM/C CONCRETE
 - KN/C CONCRETE
 - KO/C CONCRETE
 - KP/C CONCRETE
 - KQ/C CONCRETE
 - KR/C CONCRETE
 - KS/C CONCRETE
 - KT/C CONCRETE
 - KU/C CONCRETE
 - KV/C CONCRETE
 - KW/C CONCRETE
 - KX/C CONCRETE
 - KY/C CONCRETE
 - KZ/C CONCRETE
 - LA/C CONCRETE
 - LB/C CONCRETE
 - LC/C CONCRETE
 - LD/C CONCRETE
 - LE/C CONCRETE
 - LF/C CONCRETE
 - LG/C CONCRETE
 - LH/C CONCRETE
 - LI/C CONCRETE
 - LJ/C CONCRETE
 - LK/C CONCRETE
 - LL/C CONCRETE
 - LM/C CONCRETE
 - LN/C CONCRETE
 - LO/C CONCRETE
 - LP/C CONCRETE
 - LQ/C CONCRETE
 - LR/C CONCRETE
 - LS/C CONCRETE
 - LT/C CONCRETE
 - LU/C CONCRETE
 - LV/C CONCRETE
 - LW/C CONCRETE
 - LX/C CONCRETE
 - LY/C CONCRETE
 - LZ/C CONCRETE
 - MA/C CONCRETE
 - MB/C CONCRETE
 - MC/C CONCRETE
 - MD/C CONCRETE
 - ME/C CONCRETE
 - MF/C CONCRETE
 - MG/C CONCRETE
 - MH/C CONCRETE
 - MI/C CONCRETE
 - MJ/C CONCRETE
 - MK/C CONCRETE
 - ML/C CONCRETE
 - MM/C CONCRETE
 - MN/C CONCRETE
 - MO/C CONCRETE
 - MP/C CONCRETE
 - MQ/C CONCRETE
 - MR/C CONCRETE
 - MS/C CONCRETE
 - MT/C CONCRETE
 - MU/C CONCRETE
 - MV/C CONCRETE
 - MW/C CONCRETE
 - MX/C CONCRETE
 - MY/C CONCRETE
 - MZ/C CONCRETE
 - NA/C CONCRETE
 - NB/C CONCRETE
 - NC/C CONCRETE
 - ND/C CONCRETE
 - NE/C CONCRETE
 - NF/C CONCRETE
 - NG/C CONCRETE
 - NH/C CONCRETE
 - NI/C CONCRETE
 - NJ/C CONCRETE
 - NK/C CONCRETE
 - NL/C CONCRETE
 - NO/C CONCRETE
 - NP/C CONCRETE
 - NQ/C CONCRETE
 - NR/C CONCRETE
 - NS/C CONCRETE
 - NT/C CONCRETE
 - NU/C CONCRETE
 - NV/C CONCRETE
 - NW/C CONCRETE
 - NX/C CONCRETE
 - NY/C CONCRETE
 - NZ/C CONCRETE
 - OA/C CONCRETE
 - OB/C CONCRETE
 - OC/C CONCRETE
 - OD/C CONCRETE
 - OE/C CONCRETE
 - OF/C CONCRETE
 - OG/C CONCRETE
 - OH/C CONCRETE
 - OI/C CONCRETE
 - OJ/C CONCRETE
 - OK/C CONCRETE
 - OL/C CONCRETE
 - OM/C CONCRETE
 - ON/C CONCRETE
 - OO/C CONCRETE
 - OP/C CONCRETE
 - OQ/C CONCRETE
 - OR/C CONCRETE
 - OS/C CONCRETE
 - OT/C CONCRETE
 - OU/C CONCRETE
 - OV/C CONCRETE
 - OW/C CONCRETE
 - OX/C CONCRETE
 - OY/C CONCRETE
 - OZ/C CONCRETE
 - PA/C CONCRETE
 - PB/C CONCRETE
 - PC/C CONCRETE
 - PD/C CONCRETE
 - PE/C CONCRETE
 - PF/C CONCRETE
 - PG/C CONCRETE
 - PH/C CONCRETE
 - PI/C CONCRETE
 - PJ/C CONCRETE
 - PK/C CONCRETE
 - PL/C CONCRETE
 - PM/C CONCRETE
 - PN/C CONCRETE
 - PO/C CONCRETE
 - PP/C CONCRETE
 - PQ/C CONCRETE
 - PR/C CONCRETE
 - PS/C CONCRETE
 - PT/C CONCRETE
 - PU/C CONCRETE
 - PV/C CONCRETE
 - PW/C CONCRETE
 - PX/C CONCRETE
 - PY/C CONCRETE
 - PZ/C CONCRETE
 - QA/C CONCRETE
 - QB/C CONCRETE
 - QC/C CONCRETE
 - QD/C CONCRETE
 - QE/C CONCRETE
 - QF/C CONCRETE
 - QG/C CONCRETE
 - QH/C CONCRETE
 - QI/C CONCRETE
 - QJ/C CONCRETE
 - QK/C CONCRETE
 - QL/C CONCRETE
 - QM/C CONCRETE
 - QN/C CONCRETE
 - QO/C CONCRETE
 - QP/C CONCRETE
 - QQ/C CONCRETE
 - QR/C CONCRETE
 - QS/C CONCRETE
 - QT/C CONCRETE
 - QU/C CONCRETE
 - QV/C CONCRETE
 - QW/C CONCRETE
 - QX/C CONCRETE
 - QY/C CONCRETE
 - QZ/C CONCRETE
 - RA/C CONCRETE
 - RB/C CONCRETE
 - RC/C CONCRETE
 - RD/C CONCRETE
 - RE/C CONCRETE
 - RF/C CONCRETE
 - RG/C CONCRETE
 - RH/C CONCRETE
 - RI/C CONCRETE
 - RJ/C CONCRETE
 - RK/C CONCRETE
 - RL/C CONCRETE
 - RM/C CONCRETE
 - RN/C CONCRETE
 - RO/C CONCRETE
 - RP/C CONCRETE
 - RQ/C CONCRETE
 - RR/C CONCRETE
 - RS/C CONCRETE
 - RT/C CONCRETE
 - RU/C CONCRETE
 - RV/C CONCRETE
 - RW/C CONCRETE
 - RX/C CONCRETE
 - RY/C CONCRETE
 - RZ/C CONCRETE
 - SA/C CONCRETE
 - SB/C CONCRETE
 - SC/C CONCRETE
 - SD/C CONCRETE
 - SE/C CONCRETE
 - SF/C CONCRETE
 - SG/C CONCRETE
 - SH/C CONCRETE
 - SI/C CONCRETE
 - SJ/C CONCRETE
 - SK/C CONCRETE
 - SL/C CONCRETE
 - SM/C CONCRETE
 - SN/C CONCRETE
 - SO/C CONCRETE
 - SP/C CONCRETE
 - SQ/C CONCRETE
 - SR/C CONCRETE
 - SS/C CONCRETE
 - ST/C CONCRETE
 - SU/C CONCRETE
 - SV/C CONCRETE
 - SW/C CONCRETE
 - SX/C CONCRETE
 - SY/C CONCRETE
 - SZ/C CONCRETE
 - TA/C CONCRETE
 - TB/C CONCRETE
 - TC/C CONCRETE
 - TD/C CONCRETE
 - TE/C CONCRETE
 - TF/C CONCRETE
 - TG/C CONCRETE
 - TH/C CONCRETE
 - TI/C CONCRETE
 - TJ/C CONCRETE
 - TK/C CONCRETE
 - TL/C CONCRETE
 - TM/C CONCRETE
 - TN/C CONCRETE
 - TO/C CONCRETE
 - TP/C CONCRETE
 - TQ/C CONCRETE
 - TR/C CONCRETE
 - TS/C CONCRETE
 - TU/C CONCRETE
 - TV/C CONCRETE
 - TV/C CONCRETE
 - TW/C CONCRETE
 - TX/C CONCRETE
 - TY/C CONCRETE
 - TZ/C CONCRETE
 - UA/C CONCRETE
 - UB/C CONCRETE
 - UC/C CONCRETE
 - UD/C CONCRETE
 - UE/C CONCRETE
 - UF/C CONCRETE
 - UG/C CONCRETE
 - UH/C CONCRETE
 - UI/C CONCRETE
 - UJ/C CONCRETE
 - UK/C CONCRETE
 - UL/C CONCRETE
 - UM/C CONCRETE
 - UN/C CONCRETE
 - UO/C CONCRETE
 - UP/C CONCRETE
 - UQ/C CONCRETE
 - UR/C CONCRETE
 - US/C CONCRETE
 - UT/C CONCRETE
 - UU/C CONCRETE
 - UV/C CONCRETE
 - UW/C CONCRETE
 - UX/C CONCRETE
 - UY/C CONCRETE
 - UZ/C CONCRETE
 - VA/C CONCRETE
 - VB/C CONCRETE
 - VC/C CONCRETE
 - VD/C CONCRETE
 - VE/C CONCRETE
 - VF/C CONCRETE
 - VG/C CONCRETE
 - VH/C CONCRETE
 - VI/C CONCRETE
 - VJ/C CONCRETE
 - VK/C CONCRETE
 - VL/C CONCRETE
 - VM/C CONCRETE
 - VN/C CONCRETE
 - VO/C CONCRETE
 - VP/C CONCRETE
 - VQ/C CONCRETE
 - VR/C CONCRETE
 - VS/C CONCRETE
 - VT/C CONCRETE
 - VU/C CONCRETE
 - VV/C CONCRETE
 - VW/C CONCRETE
 - VX/C CONCRETE
 - VY/C CONCRETE
 - VZ/C CONCRETE
 - WA/C CONCRETE
 - WB/C CONCRETE
 - WC/C CONCRETE
 - WD/C CONCRETE
 - WE/C CONCRETE
 - WF/C CONCRETE
 - WG/C CONCRETE
 - WH/C CONCRETE
 - WI/C CONCRETE
 - WJ/C CONCRETE
 - WK/C CONCRETE
 - WL/C CONCRETE
 - WM/C CONCRETE
 - WN/C CONCRETE
 - WO/C CONCRETE
 - WP/C CONCRETE
 - WQ/C CONCRETE
 - WR/C CONCRETE
 - WS/C CONCRETE
 - WT/C CONCRETE
 - WU/C CONCRETE
 - WV/C CONCRETE
 - WW/C CONCRETE
 - WX/C CONCRETE
 - WY/C CONCRETE
 - WZ/C CONCRETE
 - XA/C CONCRETE
 - XB/C CONCRETE
 - XC/C CONCRETE
 - XD/C CONCRETE
 - XE/C CONCRETE
 - XF/C CONCRETE
 - XG/C CONCRETE
 - XH/C CONCRETE
 - XI/C CONCRETE
 - XJ/C CONCRETE
 - XK/C CONCRETE
 - XL/C CONCRETE
 - XM/C CONCRETE
 - XN/C CONCRETE
 - XO/C CONCRETE
 - XP/C CONCRETE
 - XQ/C CONCRETE
 - XR/C CONCRETE
 - XS/C CONCRETE
 - XT/C CONCRETE
 - XU/C CONCRETE
 - XV/C CONCRETE
 - XW/C CONCRETE
 - XX/C CONCRETE
 - XY/C CONCRETE
 - XZ/C CONCRETE
 - YA/C CONCRETE
 - YB/C CONCRETE
 - YC/C CONCRETE
 - YD/C CONCRETE
 - YE/C CONCRETE
 - YF/C CONCRETE
 - YG/C CONCRETE
 - YH/C CONCRETE
 - YI/C CONCRETE
 - YJ/C CONCRETE
 - YK/C CONCRETE
 - YL/C CONCRETE
 - YM/C CONCRETE
 - YN/C CONCRETE
 - YO/C CONCRETE
 - YP/C CONCRETE
 - YQ/C CONCRETE
 - YR/C CONCRETE
 - YS/C CONCRETE
 - YT/C CONCRETE
 - YU/C CONCRETE
 - YV/C CONCRETE
 - YW/C CONCRETE
 - YX/C CONCRETE
 - YZ/C CONCRETE
 - ZA/C CONCRETE
 - ZB/C CONCRETE
 - ZC/C CONCRETE
 - ZD/C CONCRETE
 - ZE/C CONCRETE
 - ZF/C CONCRETE
 - ZG/C CONCRETE
 - ZH/C CONCRETE
 - ZI/C CONCRETE
 - ZJ/C CONCRETE
 - ZK/C CONCRETE
 - ZL/C CONCRETE
 - ZM/C CONCRETE
 - ZN/C CONCRETE
 - ZO/C CONCRETE
 - ZP/C CONCRETE
 - ZQ/C CONCRETE
 - ZR/C CONCRETE
 - ZS/C CONCRETE
 - ZT/C CONCRETE
 - ZU/C CONCRETE
 - ZV/C CONCRETE
 - ZW/C CONCRETE
 - ZX/C CONCRETE
 - ZY/C CONCRETE
 - ZZ/C CONCRETE

A BOUNDARY SURVEY OF
Lots 133, 134 and the North 35 feet of Lot 135, Block B,
WARREN WEBSTER'S MAP, according to the plat thereof recorded
in Plat Book 5, page 38, Public Records of Pinellas County,
Florida, TOGETHER WITH a parcel of land lying West of and
adjacent to said Lot 133, Block B, from a POINT OF BEGINNING at the
Northwest corner of said Lot 133, run South 00°31'21" East,
135.00 feet; thence South 89°31'16" West, 22.24 feet; thence
North 00°00'36" East, 135.00 feet; thence North 89°31'16" East,
20.36 feet to the POINT OF BEGINNING.

St. Petersburg Beach, Florida

- NOTES:**
- George F. Young, Inc. and the undersigned make no representations or
warranties as to the accuracy of the data furnished to the surveyor,
apart from the data furnished to the surveyor.
 - This survey is made for the purpose of establishing the boundaries of the
property described in the plat thereof recorded in the Public Records of
Pinellas County, Florida, and for no other purpose.
 - This survey is a graphic depiction of the current boundary and visible
easements, and is not intended to be a legal description of the property.
 - Survey prepared with the benefit of a Chicago Title Insurance Company
Commitment for Title Insurance, Order No. 3352872, effective date, October
22, 2010 at 11:00 pm, issued by Sunbelt, Corp. & American, LLC.
 - No part of the referenced Title Commitment, including the plat thereof,
should be construed as a warranty of the accuracy of the data furnished to
the surveyor, or as a warranty of the accuracy of the data furnished to the
surveyor.
 - Survey 3588, of existing foundations and structures beneath the ground surface
has not been determined.
 - As per the Federal Emergency Management Agency (FEMA) Flood Insurance
Rate Map (FIRM) Number 121020276C, Community Number 125149, dated
02/28/2006, this area is in a Zone AE with a base flood elevation of 11 feet,
and Zone AE with a base flood elevation of 12 feet (NAVD 83).
 - Elevations shown herein refer to the North American Vertical Datum of 1988
(NAVD 88).
 - Barbed wire used was "NO. 4" located at Post-A-Ditch Beach on the beach
adjacent to the property described in the plat thereof recorded in the
Public Records of Pinellas County, Florida, and for no other purpose.
 - Ohio Street, FID 600741.
 - This map is intended to be displayed at a scale of 1" = 10' or smaller.
 - Additions or deletions to survey maps or reports by other than the surveyor
or portions are prohibited without written consent of the surveyor.
 - This Survey is not valid without the signature and the original sealed and of a
Florida Licensed Surveyor and map.
 - Certification is undertaken to be an expression of professional opinion by the
surveyor and mapmaker based on the surveyor and mapmaker's knowledge and
information, and that it is not a guarantee or warranty, expressed or implied.

RE-RECORDED		RE-RECORDED			
NO. 17	DATE	DESCRIPTION	NO. 17	DATE	DESCRIPTION
1	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.	1	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.
2	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.	2	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.
3	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.	3	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.
4	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.	4	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.
5	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.	5	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.
6	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.	6	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.
7	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.	7	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.
8	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.	8	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.
9	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.	9	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.
10	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.	10	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.
11	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.	11	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.
12	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.	12	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.
13	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.	13	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.
14	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.	14	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.
15	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.	15	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.
16	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.	16	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.
17	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.	17	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.
18	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.	18	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.
19	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.	19	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.
20	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.	20	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.
21	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.	21	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.
22	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.	22	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.
23	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.	23	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.
24	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.	24	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.
25	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89°31'16" EAST, 20.36 FEET TO THE POINT OF BEGINNING.	25	1/27/11	NO. 133 AND THE NORTH 35 FEET OF LOT 135, BLOCK B, WARREN WEBSTER'S MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND LYING WEST OF AND ADJACENT TO SAID LOT 133, BLOCK B, FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 133, RUN SOUTH 00°31'21" EAST, 135.00 FEET; THENCE SOUTH 89°31'16" WEST, 22.24 FEET; THENCE NORTH 00°00'36" EAST, 135.00 FEET; THENCE NORTH 89

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2011161527 06/20/2011 at 09:32 AM
OFF REC BK: 17280 PG: 525-534
DocType:AGM RECORDING: \$86.50

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2009032931 02/09/2009 at 01:35 PM
OFF REC BK: 16493 PG: 598-604
DocType:AGM RECORDING: \$61.00

DEVELOPMENT AGREEMENT

By and Between

THE CITY OF ST PETE BEACH

and

TAKVOR EVRIKOZ

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and executed as of this day of December, 2008, by and between the CITY OF ST PETE BEACH, a municipal corporation existing under the laws of the State of Florida, (the "City"), and TAKVOR EVRIKOZ (the "Developer").

RECITALS:

1. The Developer is developing and improving certain land situated in Pinellas County, Florida (the "County"), being more particularly described by Exhibit "A", attached hereto and incorporated herein by this reference (the "Property").

2. The Developer plans to develop a real estate project (the "Project") on the Property at an unspecified date in the future which will consist of two separate transient accommodation facilities allocated one each to the tracts of land identified as 1301 and 1307 Gulf Way. Each facility will be developed independently and at a time of the Developer's choosing.

3. The parties acknowledge that development of the Project will, result in a need for governmental services and facilities and the City has determined that it is feasible to extend into the Property municipal services, such as but not limited to police protection, fire protection, sanitary sewage collection and treatment, trash and garbage removal, street and storm drainage maintenance, water and electricity and such other governmental and municipal services as may be required or available from time to time, all in accordance with the terms of this Agreement and City, State, Federal and public utility authority rules, regulations, ordinances and procedures.

4. The City has determined that development of the Project in accordance with the conditions of approval set forth in the Development Order as amended by the terms and conditions set forth herein will be consistent with the goal of orderly growth and development of the area in which the Property is located and is consistent with the policies of the St. Pete Beach Comprehensive Plan. Development shall proceed in accordance with the existing or subsequently amended Development Order(s).

5. Both parties recognize that, because the development of the Project may occur over a number of years, each requires, for long range planning and implementation purposes (with respect to capital, marketing and the providing of governmental services), a high level of certainty, and that each party is entitled to act in reliance upon the agreements herein set forth.

6. This Agreement is intended to authorize the Developer to proceed with the development of the Project in accordance with and in reliance upon the approvals set forth in the Development Order and this Agreement.

Accordingly, for and in consideration of the terms of the agreements herein, the receipt and sufficiency of which are hereby mutually acknowledged, the City and the Developer agree as follows:

Section 1. Definitions. The following words, phrases and terms shall have the following meanings unless the context clearly requires otherwise:

- A. City. The City of St. Pete Beach, Florida
- B. County. Pinellas County, Florida.
- C. Developer. TAKVOR EVRIKOZ
- D. Development Order. All applicable Development Orders, including rezonings, variances or conditional use approvals.
- E. Project. The expansion of any current development or construction of any new residential or hotel facility located on the subject property.
- F. Property. The lands described by the attached Exhibit "A".
- G. Density. The number of residential units permitted per acre of land in accordance with the Comprehensive Plan and Land Development Code of the City of St. Pete Beach.

Section 2. General Provisions.

A. Compliance. The Developer agrees that both it and its successors and assigns will abide by the provisions of this Agreement, the laws of the State of Florida and the applicable ordinances of the CITY OF ST PETE BEACH.

B. Property Description and Binding Covenants. The Property is the real estate described by Exhibit "A". Except as herein provided to the contrary, it is intended that the provisions of this Agreement shall constitute promises and rights which shall run with said Property and the benefits and burdens hereof shall bind and inure to the benefit of all successors in interest to the parties hereto. Provided, however, the provisions of this paragraph are not intended

to imply or require the City's consent or joinder in mortgages encumbering the Property, declarations of condominium, declarations of covenants or restrictions, executions of easements or any other instruments executed in connection with the development or sale of the Property, in whole or in part.

C. Term. The term of this Agreement shall commence upon the proper execution of this Agreement by the last party hereto and shall extend for the entire period during which the subject property is designated as Residential High on the Future Land Use Plan Map of the City, unless sooner terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto, but shall under no circumstances remain in effect for less than three years from the date of commencement. Following the expiration of this Agreement, the contractual obligations provided by this Agreement shall be deemed terminated and of no further force and effect; provided, however, the termination of this Agreement shall not have the effect of terminating any Development Order.

D. Assignment. (1) At any time during the term of this Agreement, Developer may assign or transfer this Agreement, together with all the Developer's rights, title and interest therein, to any person, firm or corporation which succeeds to the then remaining interest of the Developer in and to the Property. That is, if the Developer shall sell or transfer its rights with respect to development or the Property by direct transfer or sale, long term lease, merger, consolidation, joint venture or partnership the successor to the Developer shall receive the benefits and be bound by the provisions of this Agreement.

E. Notices. Formal written notice, demands, correspondence and communication between the City and Developer shall be sufficiently given if dispatched by postage prepaid, first class mail, return receipt requested, to the respective party at the following address or to such other persons and addresses as either party may from time to time designate to the other in writing:

If to the City:

CITY OF ST PETE BEACH
City Clerk
155 Corey Avenue
St. Pete Beach, Florida 33706

If to the Developer:

Takvor Evrikoz
1307 Gulf Way
St. Pete Beach, Florida 33706

F. Notice of Sale or Transfer. Developer shall give prior written notice to the City of any sale or transfer of the Property or any portion thereof if such transfer includes an assignment of this Agreement or any portion thereof. Such notice shall specify the name or names of the transferee, the transferee's mailing address, the location of the land so sold or transferred, and the name and address

of the entity to which any notice relating to this Agreement shall be given.

G. Amendment of Agreement.

(1) This Agreement may be amended from time to time only by the mutual consent of the parties according to the same formalities required for the execution of this Agreement.

Section 3. Development of the Property.

A. Conditions. No development shall be allowed upon the property which is inconsistent with the stated policies of the City's Comprehensive Plan, Land Development Code or any applicable Development Order. Additionally, no permanent residential development of any configuration shall be permitted in excess of 10 units per acre, irrespective of the zoning assigned to the property. Except as herein or in the Development Order specifically permitted or stated to the contrary, all development activity and construction conducted in or on the Property shall be in accordance with contemporaneously applicable local, state and federal laws, regulations and ordinances.

B. Rules, Regulations, Zoning and Official Policies.

(1) This section shall not preclude the application to the Property of changes in City ordinances, regulations, plans or policies, the terms of which are specifically mandated and required to be applied to the Property by changes in water management districts or state or federal laws or regulations. In the event such changes in state or federal laws prevent or preclude compliance with one or more provisions of this Agreement (and the Project is not otherwise entitled to a vested rights status by statute or law), the City and Developer shall take such action as may be required to modify this Agreement.

(2) This section shall not be construed to limit the authority or obligation of the City to hold necessary public hearings, to limit the future discretion of the City or any of its officers or officials with regard to rules, regulations, ordinances, laws and entitlements of use which would require the exercise of discretion by the City or any of its officers or officials; provided that the City is currently exercising its discretionary powers with respect to the Project in the execution of this Agreement and subsequent discretionary actions shall not prevent development of the Project for the land uses and to the density and intensity of development as provided by this nor act as a cancellation of the provisions of this Agreement.

Section 4. Development of Property as a Private Undertaking.

It is specifically understood that the development of the Property is a private undertaking. No partnership, joint venture or

other association of any kind is formed by this Agreement. The only relationship between the City and the Developer is that of a government entity regulating the development of private property and the owner of such private property.

Section 5. Miscellaneous Provisions.

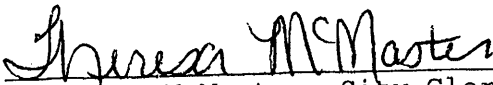
A. Recording. The Developer upon the execution of this Agreement, shall pay to the City the costs of recording of this Agreement among the Public Records of Pinellas County, Florida and the Agreement shall thereafter be recorded.

B. Severability. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion thereto unless removing such sentence, phrase, paragraph, provision or portion from this Agreement would frustrate the intentions of either of the parties hereto in executing this Agreement.

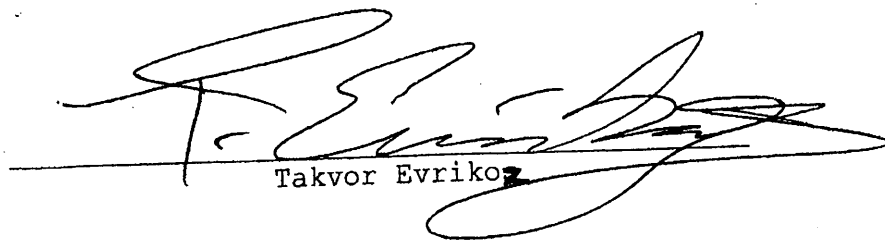
C. Successors and Assigns. The rights, benefits, burdens and obligations created and imposed by this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS THEREOF, the parties hereto have caused these presents to be signed all as of the date and year first above written.

I, Theresa B. McMaster, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Development Agreement was duly adopted in accordance with the provisions of applicable law this 14th day of January, 2009.


Theresa B. McMaster, City Clerk

Signatures of Parties to the Agreement:



Takvor Evrikov



Michael Finnerty, Mayor
City of St. Pete Beach

Attachment "A"

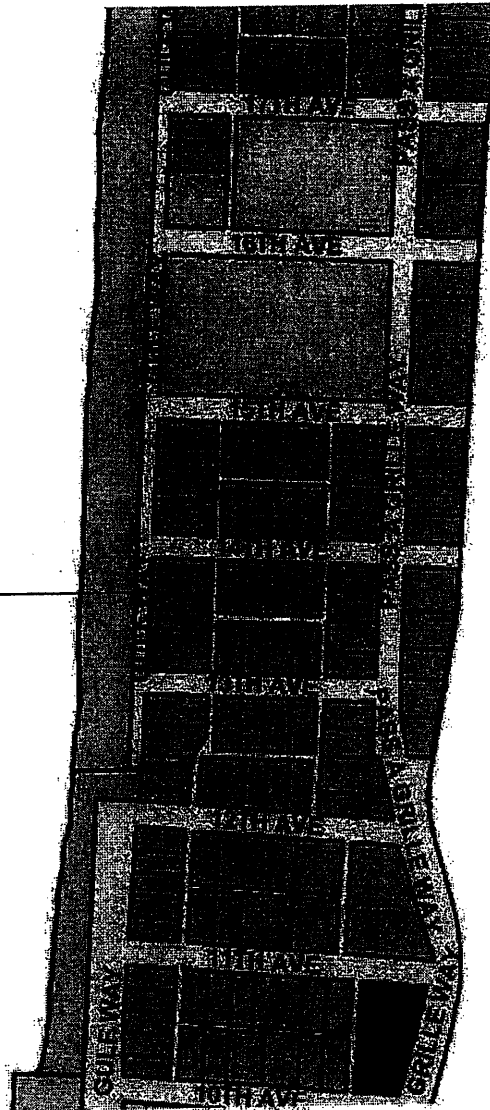
Legal Description 1307 Gulf Way

WEBSTER'S MAP, WARREN BLK B, LOTS 133 & 134 & N 35FT OF LOT 135
TOGETHER WITH THAT VAC PT OF GULF WAY DESC BEG AT NW COR OF
LOT 133 TH S01DE 135FT TH W 22.24FT TH N 135FT TH E 20.98FT TO POB (PER
O.R. 13168/437)

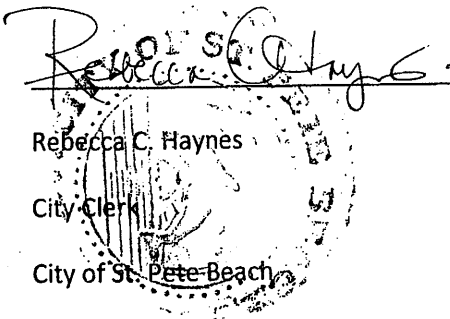
Exhibit A

1307 Gulf Way

1307



I, Rebecca C. Haynes, City Clerk with the City of St. Pete Beach, hereby certify that the foregoing Development Agreement by and between the City of St. Pete Beach and Mr. Takvor Evrikov re: 1307 Gulf Way, Pass-A-Grille, FL 33706, is a true and correct copy, as amended. The Development Agreement was approved by the St. Pete Beach City Commission at its regular meeting of January 14, 2009, and originally recorded on February 9, 2009 as Document #2009032931 with the Clerk of Court, Pinellas County, Florida. It is amended with the inclusion of "Exhibit A" as referred to in the Development Agreement, Page One, Section 'Recitals', Paragraph One.

 6/14/2011
Rebecca C. Haynes
City Clerk
City of St. Pete Beach

MEMORANDUM



CITY CLERK'S OFFICE

June 16, 2011

Clerk of Court
County of Pinellas
ATTN: Official Records Division
315 Court Street
Clearwater, FL 33756

To Whom It May Concern:

Please record the enclosed documents as listed below:

1. Development Agreement with Mr. Joe Caruso, 1301 Gulf Way, Pass-A-Grille, FL
2. Development Agreement with Mr. Takvor Evrikov, 1307 Gulf Way, Pass-A-Grille, FL

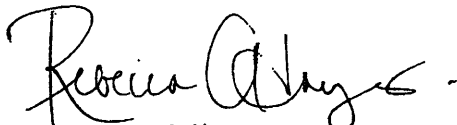
These documents were previously recorded on February 9, 2009 but did not include city clerk certification or the attachments referred to as Exhibit A.

As I understand from our Finance Department, Pinellas County will invoice the City of St. Pete Beach for this transaction. The total amount is \$173.00, \$10.00 for the first page and \$8.50 for each additional page, totaling \$86.50 for each ten-page document. Please advise if this is incorrect.

Should you require additional documentation or have any questions, please give me a call at (727) 363-9220.

Cordially,

CITY OF ST. PETE BEACH


Rebecca C. Haynes
City Clerk

City of St. Pete Beach

Robert and Mary Fernandez
110 12th Avenue
St. Pete Beach, FL 33706

October 21, 2011

Attention: C. Hartley

City of St. Pete Beach
Community Development Department
City Hall – 1st Floor
155 Corey Avenue
St. Pete Beach, FL 33706

Re: Ordinance to the Future Land Use Map from Residential High with the Resort Facilities Overlay
To Residential Low—Medium for the property located at 1307 Gulf Way

Ordinance 2011-34: Change to the Official Zoning Map from THD (Traditional Hotel District) to
RLM-2 (Residential Low Medium 2) for the property located at 1307 Gulf Way

Dear Sirs:

We will be out of town on October 26, 2011 and so we are writing to file our objection to the proposed future land use and zoning changes for 1307 Gulf Way.

As you know, we have vigorously opposed the expansion of a commercial property into our residential neighborhood. In this case the proposal is to convert property that has been commercial for many decades and approved for THD into residential zoning. This property is on Gulf Way and neighbors two other commercial properties. It is separated by an alley from other residential properties.

Just as we have strived to protect our neighborhood, we believe it is important to recognize the value of existing transient accommodations in the appropriate locations to the Pass-A-Grille mix. Thus we urge the Planning Board and the City Commission to reject this proposed future land use and zoning change for 1307 Gulf Way.

Sincerely,

Bob & Mary Fernandez

mjm