

AGENDA
Planning Review Committee
Pinellas County Planning Department
310 Court Street, 1st Floor Conference Room 119
March 10, 2014 – 10:00 AM

Case Summary Review:

1. **Z/LU-8-5-14**
Duane & Natalie Drewes

2. **LU-9-5-14**
Gateway Hospitality, LLC

CASE SUMMARY
CASE NO. Z/LU-8-5-14
(Quasi-Judicial)

PRC MEETING: March 10, 2014 @ 10:00 AM-1st Floor, Planning Conf Room

LPA HEARING: May 7, 2014 @ 9:00 AM-5th Floor, Board Assembly Room

BCC HEARING: June 24, 2014 @ 6:00 PM-5th Floor, Board Assembly Room

PPC HEARING: August 13, 2014 @ 3:00 PM-5th Floor, Board Assembly Room

FINAL DETERMINATION BY: September 11, 2014

APPLICANT'S NAME: Duane & Natalie Drewes

REQUEST: Zone change from: E-1, Estate Residential
to: IL, Institutional Limited

Land Use change from: Residential Suburban
to: Institutional

With a variance for parking to allow 7 spaces where 25 are required and a Development Agreement for an Assisted Living Facility not to exceed 45 ft. in height.

CASE DESCRIPTION: A Single family residence on approximately 1.3 acres located at 7749 De Long Way in the unincorporated area of Seminole (29/30/15/20543/000/0020). A legal description is available in file upon request.

APPLICANT/ADDRESS: Duane & Natalie Drewese
7749 De Long Way
Seminole, FL 33776

REP/ADDRESS: Steve Williamson
Johnson, Pope, Boko, Ruppel, Burns
911 Chestnut Street
Clearwater, FL 33753

NOTICES SENT TO: Duane & Natalie Drewes, Seminole, Mike Meidel-Economic Development Council, DOT, Michael Bessette-Pinellas County School Board, BCC Office & Surrounding Owners

EXISTING USE: Single Family

PROPOSED USE: Assisted Living Facility

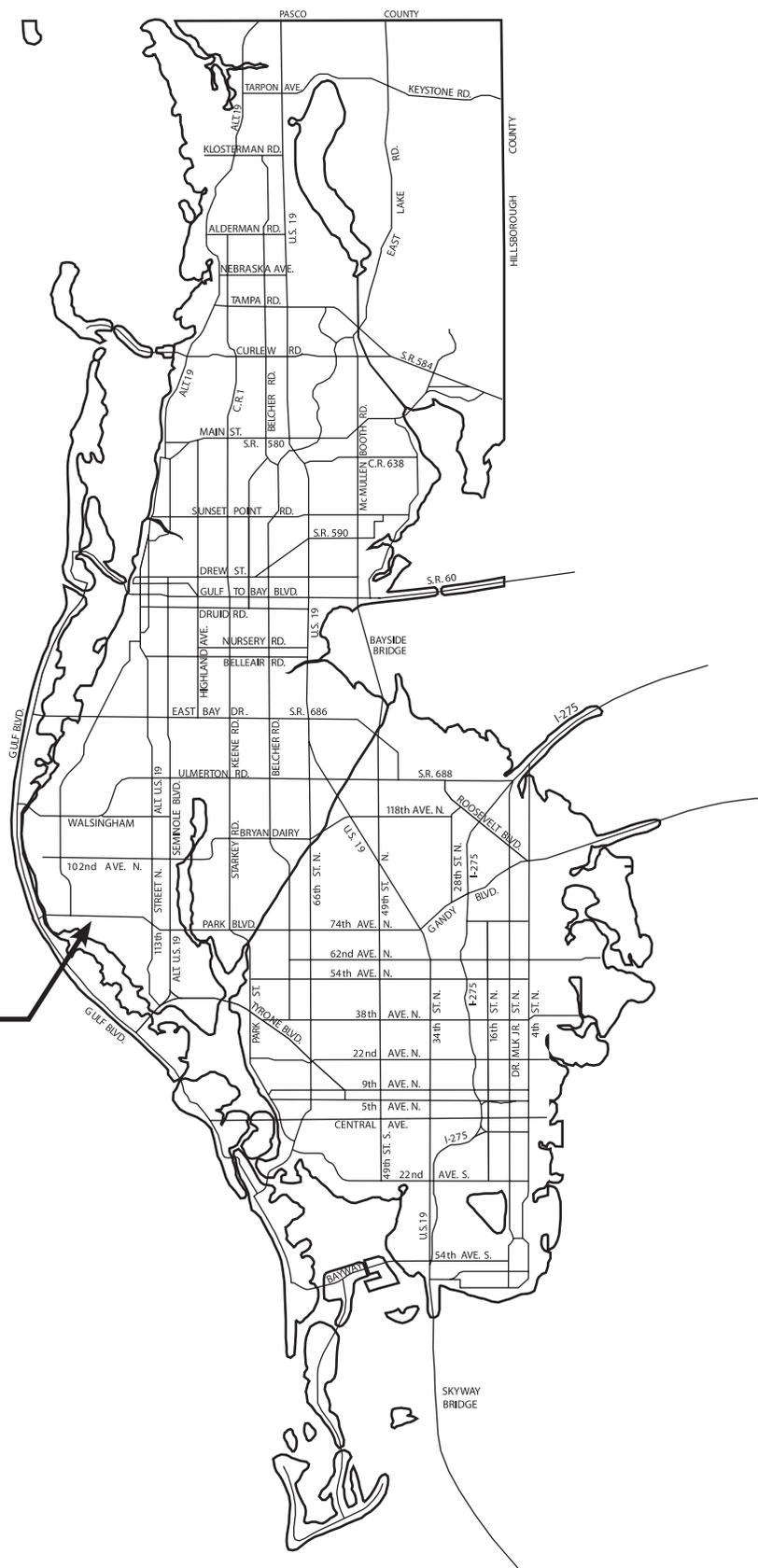
LAND USE: RS

ZONING: E-1

Z14-000001

LOCATION MAP

Z/LU-8-5-14



MAP-1

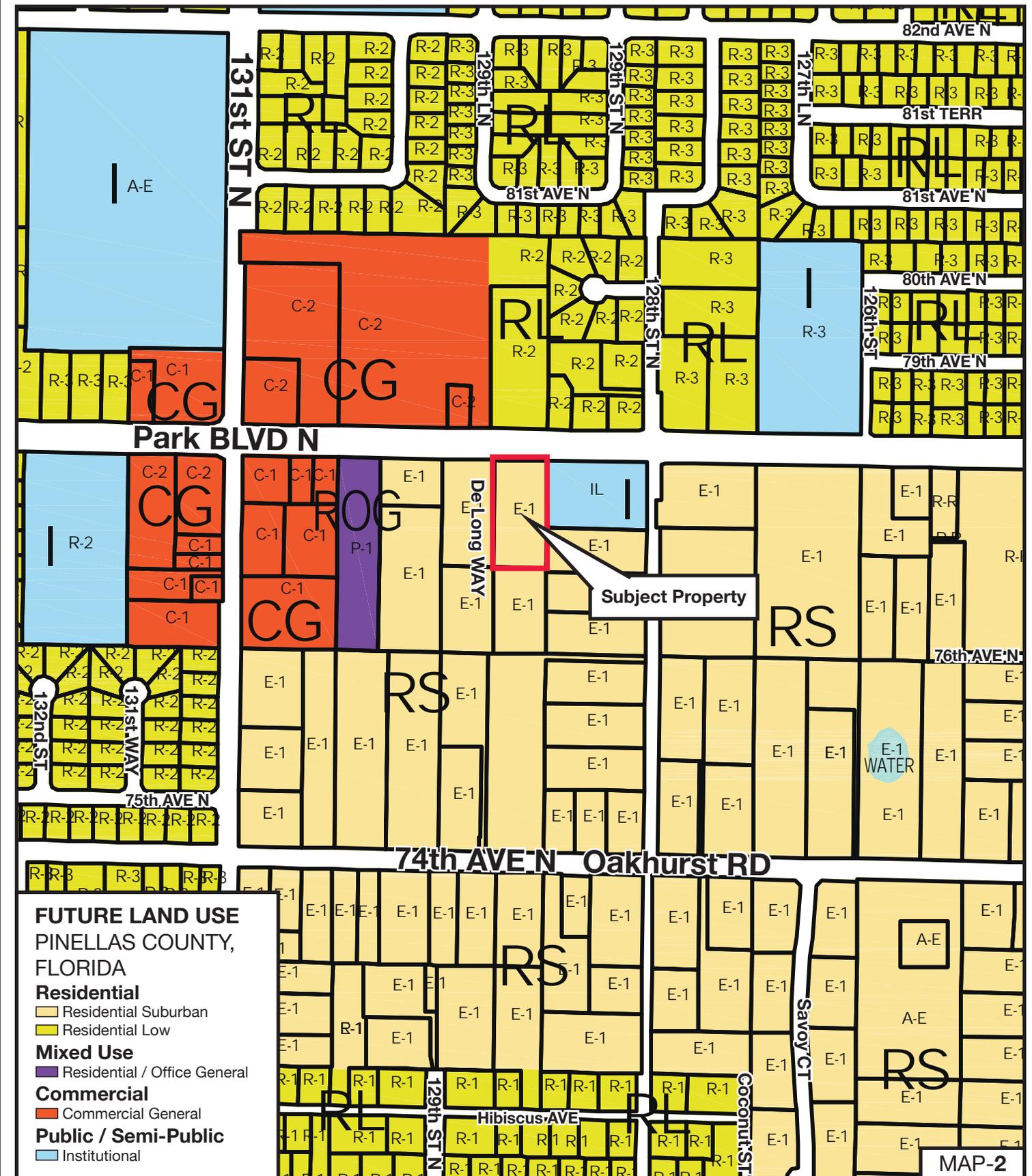
Z/LU-8-5-14

Zone change From: E-I, Estate Residential
To: IL, Institutional Limited
Land Use change From: Residential Suburban
To: Institutional

With a variance for parking to allow 7 spaces where 25 are required and a Development Agreement for an Assisted Living Facility not to exceed 45 ft. in height.

Parcel I.D. 29/30/15/20543/000/0020
Prepared by: Pinellas County Department of Planning and Development Services March 2014





Subject Property

FUTURE LAND USE
 PINELLAS COUNTY,
 FLORIDA

Residential

- Residential Suburban
- Residential Low

Mixed Use

- Residential / Office General

Commercial

- Commercial General

Public / Semi-Public

- Institutional

MAP-2

Z/LU-8-5-14

Zone change From: E-1, Estate Residential
 To: IL, Institutional Limited

Land Use change From: Residential Suburban
 To: Institutional

With a variance for parking to allow 7 spaces where 25 are required and a Development Agreement for an Assisted Living Facility not to exceed 45 ft. in height.



Parcel I.D. 29/30/15/20543/000/0020
 Prepared by: Pinellas County Department of Planning and Development Services March 2014





MAP-3

Z/LU-8-5-14

Zone change

From: E-I, Estate Residential
To: IL, Institutional Limited

Land Use change

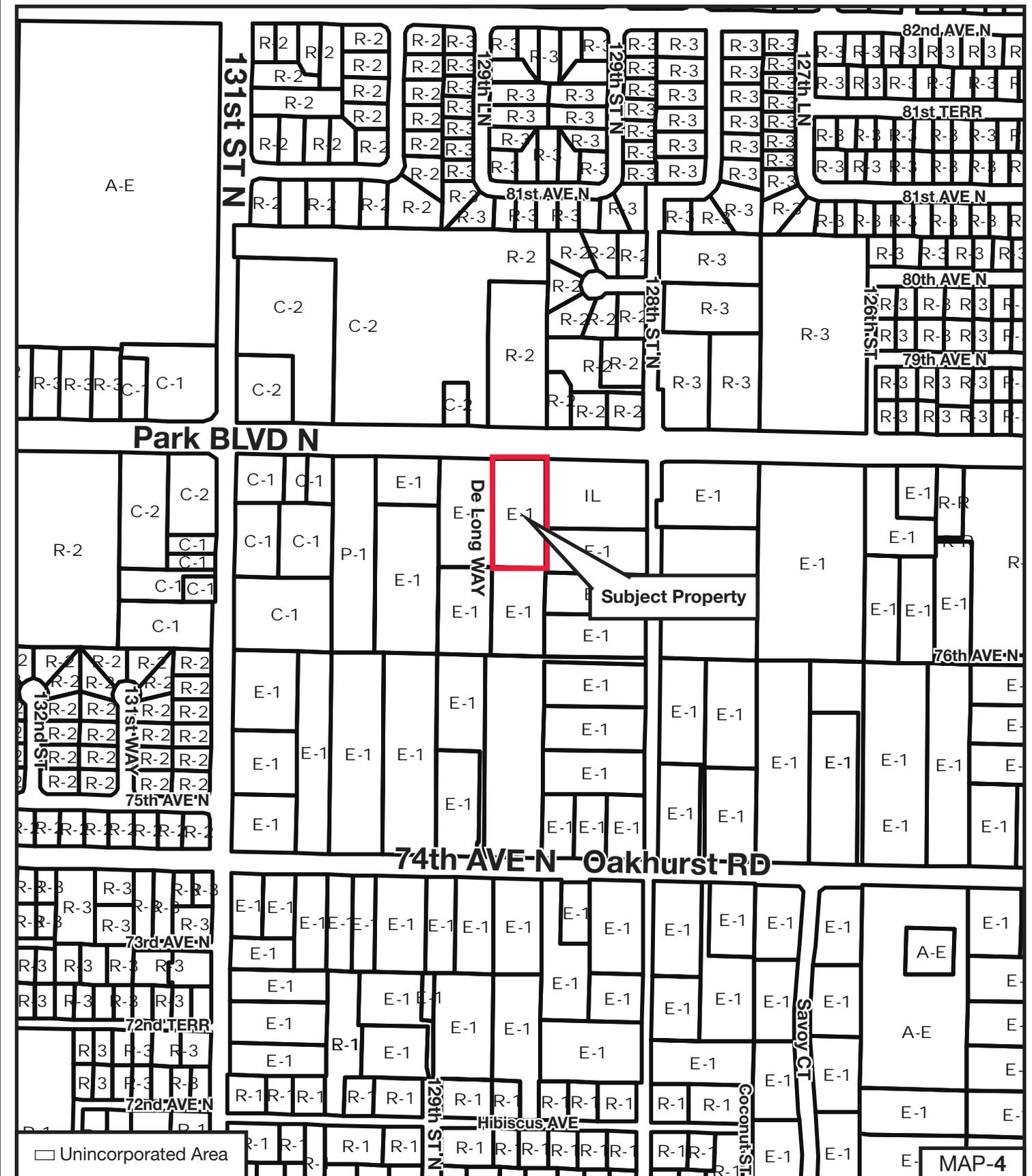
From: Residential Suburban
To: Institutional

With a variance for parking to allow 7 spaces where 25 are required and a Development Agreement for an Assisted Living Facility not to exceed 45 ft. in height.

Parcel I.D. 29/30/15/20543/000/0020

Prepared by: Pinellas County Department of Planning and Development Services March 2014





Z/LU-8-5-14

Zone change From: E-1, Estate Residential
 To: IL, Institutional Limited
Land Use change From: Residential Suburban
 To: Institutional

With a variance for parking to allow 7 spaces where 25 are required and a Development Agreement for an Assisted Living Facility not to exceed 45 ft. in height.



Parcel I.D. 29/30/15/20543/000/0020
 Prepared by: Pinellas County Department of Planning and Development Services March 2014



MAP-4

Duane / Natalie Drewes
7749 DeLong Way ~~33776~~ ~~33776~~ ~~33776~~

1. Owner: _____

Mailing Address: _____

City Largo State: FL Zip Code: 33770 Daytime Phone: (727) 801-5549

Email: _____

2. Representative's Name: Steve Williams Attorney

Company Name: Johnson, Pope, Baker, Puppel, Burns Law Firm

Mailing Address: 911 Chestnut Street

City Dunedin State: FL Zip Code: 33756 Home Phone: (727) 461-1818

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

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

N/A

Specify interest held: _____

B. Is there an existing contract for sale of subject property? Yes

If so, list names of all parties to the contract including all partners, corporate officers, and members of any trust: Christine Gibrat

Is contract conditional or absolute? Conditional

C. Are there any options to purchase on subject property? N/A

If so, list names of all parties to option including all partners, corporate officers, and members of any trust:

4. Change of Zoning from and to: E-1 to IL Institutional Limited

Property size & acreage of zoning change: 1.3

Change of Land Use from and to: Residential Suburban to Institutional

Property size & acreage of land use change: 1.3

Does the request include a Development Agreement Special Exception Variance ?

If so: please explain: Combine this location to adjacent Assisted Living Facility, Reduction in parking req.

5. Location of subject property (Street Address): 7749 Delany Way Semole Fl 33776

6. Legal Description of Property for each request: (a separate legal description must be provided for each request if the entire parcel is not being changed)
Delany Way Subdivision Lot 2

7. Present zoning classification: E-1

8. Present Land Use Map designation: Residential Suburban

9. Date subject property acquired: _____

10. Present structures and improvements on subject property: Single Family Home

11. Proposed structures and improvements will be: 25 Bed increase to existing ALF

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

Because there is a need for quality Assisted Living Facility recommended in the Semole Area.

13. Has any previous application relating to zoning or the use of this property been filed within the last two years?

(Yes) (No) When? _____ In whose name? _____

Briefly state the nature of the hearing: _____

14. Does applicant own any property contiguous to subject property? _____

If so, give complete legal description of contiguous property:

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

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

CERTIFICATION OF OWNERSHIP

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



Signature of Owner or Trustee
Natalie Drewes

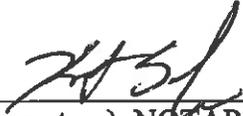
Date: Feb. 4th, 2014

STATE OF FLORIDA, COUNTY OF PINELLAS

Before me this 4th day of February, 20 14

personally appeared personally known

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



(signature) NOTARY PUBLIC



(seal)

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

Prepared by and Return to:
Steven A. Williamson, Esq.
Johnson, Pope, Bokor, Ruppel & Burns, LLP
P. O. Box 1368
Clearwater, Florida 33757-1368
Telephone: 727-461-1818

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT ("THIRD AMENDMENT") is dated _____, 2014, and entered into by and among GIB PROPERTIES, LLC, a Florida limited liability company ("OWNER"), and PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida, acting through its Board of County Commissioners, the governing body thereof (the "COUNTY").

Recitals

A. On January 17, 2008, OWNER and the COUNTY entered into that certain Development Agreement, as amended by that certain First Amendment to Development Agreement dated October 20, 2009, as amended by that certain Second Amendment to Development Agreement dated February 29, 2012 (collectively, the "DEVELOPMENT AGREEMENT") concerning the real property more particularly described on Exhibit "A" attached hereto and incorporated herein ("ORIGINAL PROPERTY").

B. The DEVELOPMENT AGREEMENT sets forth the conditions and limitations, and development parameters for the development of the PROPERTY.

C. OWNER is under contract to purchase the real property and improvements generally located at 7749 DeLong Way, Seminole, FL, in unincorporated Pinellas County, and as more particularly described in Exhibit "B" attached hereto and incorporated herein ("ADDITIONAL PROPERTY"). The ORIGINAL PROPERTY and ADDITIONAL PROPERTY are sometimes referred to herein collectively as "PROPERTY."

D. OWNER desires to develop and use the ADDITIONAL PROPERTY as an assisted living facility, with such use being limited as described in the DEVELOPMENT AGREEMENT and this THIRD AMENDMENT.

E. The PROPERTY currently has a land use designation of Residential Suburban ("RS") and is zoned Estate Residential ("E-1").

F. The OWNER has requested that the COUNTY place a land use designation of Institutional ("I") and a zoning designation of Institutional Limited ("IL") on the ADDITIONAL PROPERTY and approve a parking variance to allow 7 parking spaces where 25 parking spaces are required by CODE;.

G. The COUNTY supports this change in zoning and land use designation for the ADDITIONAL PROPERTY based upon the provisions of the DEVELOPMENT AGREEMENT AND THIS THIRD AMENDMENT.

H. The COUNTY and OWNER have determined that it would be mutually beneficial to enter into this Third Amendment and incorporate the ADDITIONAL PROPERTY into the DEVELOPMENT AGREEMENT governing the matters set forth herein and have negotiated this THIRD AMENDMENT in accordance with the CODE and the ACT.

I. The COUNTY has found that the terms of this THIRD AMENDMENT are consistent with the Pinellas County Comprehensive Plan and the CODE.

J. OWNER and COUNTY desire to amend the DEVELOPMENT AGREEMENT to incorporate the ADDITIONAL PROPERTY under the terms and conditions of the DEVELOPMENT AGREEMENT and as more particularly set forth herein below.

In consideration of and in reliance upon the promises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound and in accordance with the Act, agree as follows:

1. Recitals. The above recitals are true and correct and are a part of this THIRD AMENDMENT.

2. Ratification and Reaffirmation of Development Agreement. Except as specifically modified herein, all terms and conditions of the DEVELOPMENT AGREEMENT are hereby ratified and reaffirmed by the parties hereto. In addition, any defined term in the DEVELOPMENT AGREEMENT shall have the same meaning in this THIRD AMENDMENT.

3. Effective Date; Duration of Agreement. This THIRD AMENDMENT to DEVELOPMENT AGREEMENT shall become effective as provided for by the Act and shall be contingent upon (i) obtaining final approval, and effectiveness of a land use designation of I, and a zoning designation of IL, as requested on the ADDITIONAL PROPERTY, and (ii) fee simple title to the ADDITIONAL PROPERTY being transferred to OWNER or an affiliate of OWNER. In the event the ADDITIONAL

PROPERTY is not conveyed to OWNER on or before **December 31, 2014**, this THIRD AMENDMENT shall be deemed terminated and of no further force or effect and both parties shall be released from further liability hereunder.

4. Duration of Development Agreement. The DEVELOPMENT AGREEMENT, as modified by this THIRD AMENDMENT, shall be extended and continue in effect until terminated as defined in the DEVELOPMENT AGREEMENT, but for a period not to exceed five (5) years.

5. Development Agreement and Additional Property. Except as specifically modified herein, the ADDITIONAL PROPERTY shall be deemed a part of the DEVELOPMENT AGREEMENT and its use restricted as set forth therein.

6. Development Restrictions. Section 6.1.3 of the DEVELOPMENT AGREEMENT shall be deleted and replaced in its entirety as follows:

The following restrictions shall apply to development of the PROPERTY:

6.1.3.1 A maximum of 39 beds shall be permitted on the ORIGINAL PROPERTY.

6.1.3.2 A maximum of 32 beds shall be permitted on the ADDITIONAL PROPERTY.

6.1.3.3 Owner shall have the right to use the ORIGINAL PROPERTY and ADDITIONAL PROPERTY for one facility and in such event, a maximum of 71 beds shall be permitted on the combined PROPERTY and allocated across the PROPERTY.

6.1.3.4 The assisted living facility located on the PROPERTY shall only accept elderly residents and shall not accept residents with drug or alcohol dependency or operate as a mental health facility.

6.1.3.5 Recording of Deed Process Prior to the addition of any additional beds on the PROPERTY, OWNER shall record an amended deed restriction encumbering the PROPERTY, which deed restriction shall be approved as to form by the County Attorney (which approval shall not be unreasonably withheld) and which will generally describe the development limitations of this the DEVELOPMENT AGREEMENT and this THIRD AMENDMENT. The deed restriction shall be perpetual and may be amended or terminated only with the consent of the COUNTY, which consent shall not be unreasonably withheld.

7. Variances. Section 6.2.4 of the DEVELOPMENT AGREEMENT shall be replaced in its entirety as follows:

6.2.4 The COUNTY hereby grants OWNER a variance from Code Section 138-1302(1)(c) to allow (i) 9 parking spaces on the ORIGINAL PROPERTY where 39 are required, and (ii) 7 parking spaces on the ADDITIONAL PROPERTY where 32 are required. It is understood by the parties hereto that parking requirements for the ORIGINAL PROPERTY and ADDITIONAL PROPERTY may be satisfied by allocating parking across the combined PROPERTY.

8. Notice. For purposes of notice, all correspondence directed to OWNER shall be delivered to OWNER at:

GIB Properties, LLC
Attn: Christine Gibree
1114 18th Street SW
Largo, FL 33770

With a copy to: Johnson, Pope, Bokor, Ruppel & Burns, LLP
ATTN: Steven A. Williamson, Esq.
911 Chestnut Street
Clearwater, FL 33756

[End of Substantive Provisions, Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this THIRD AMENDMENT to DEVELOPMENT AGREEMENT the date and year first above written.

WITNESSES:

OWNER:

GIB PROPERTIES, LLC,
a Florida limited liability company

Printed Name: _____

By: _____
Christine Gibree, Manager

Printed Name: _____

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Christine Gibree, as Manager of GIB Properties, LLC, a Florida limited liability company, on behalf of the company. She is personally known to me or has produced _____ as identification.

Notary Public

Print Notary Name
My Commission Expires:

KEN BURKE
Clerk of the Circuit Court

PINELLAS COUNTY, FLORIDA, by and
through its Board of County
Commissioners

By: _____
Deputy Clerk

By: _____
Karen Williams, Chair

(OFFICIAL SEAL)

APPROVED AS TO FORM BY
OFFICE OF THE COUNTY ATTORNEY

By: _____
Assistant County Attorney

EXHIBIT "A"

Original Property Legal Description

Parcel I-A

The East 155 feet of the North 264 feet of Lot 5 in the Southeast 1/4 of Section 29, Township 30 South, Range 15 East, as shown by map of Pinellas Groves, Inc., recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, less that part lying within 50 feet of the Survey Deed filed February 9, 1956, Clerks Instrument No. 254480-A, Public Records of Pinellas County, Florida, LESS the South 15 feet thereof which was deeded out in O.R. Book 5150, Page 1112, more particularly described as The South 15 feet of the North 264 feet of Lot 5, in the Southeast 1/4 of Section 29, Township 30, South, Range 15 East, as shown by map of Pinellas Groves, Inc., recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida.

Parcel I-B:

The North 264 feet of Lot 5, Less the East 155 feet thereof, in the Southeast 1/4 of Section 29, Township 30 South, Range 15 East, Pinellas Groves, Inc., according to the map or plat thereof as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, LESS road right-of-way, AND LESS the South 15 feet thereof which was deeded out in O.R. Book 5150, Page 1112, more particularly described as the South 15 feet of the North 264 feet of Lot 5, in the Southeast 1/4 of Section 29, Township 30 South, Range 15 East, as shown by map of Pinellas Groves, Inc. recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida.

EXHIBIT "B"

Additional Property Legal Description

Lot 2, De Long Way Subdivision, according to the plat thereof, as recorded in Plat Book 118, Page 38 of the Public Records of Pinellas County, Florida.

**This instrument prepared by
and to be returned to:**
Steven A. Williamson, Esq.
Johnson, Pope, Bokor,
Ruppel & Burns, LLP
911 Chestnut Street
Clearwater, FL 33756
(727) 461-1818

THIRD AMENDMENT TO DECLARATION OF RESTRICTIONS

THIS THIRD AMENDMENT ("Third Amendment") is made on the date hereinafter set forth by GIB PROPERTIES, LLC, a Florida limited liability company, its successors or assigns ("Owner").

WITNESSETH:

WHEREAS, the Declaration of Restrictions for the property described on attached Exhibit "A" (the "Original Property") was recorded March 3, 2008, in Official Record Book 16169, Page 1857, as amended by that First Amendment to Declaration of Restrictions, recorded October 27, 2009, in Official Records Book 16736, Pages 1123-1129, all in the Public Records of Pinellas County, Florida, as further amended by that Second Amendment to Declaration of Restrictions, recorded March 1, 2012, in Official Records Book 17503, Page 2633, all in the Public Records of Pinellas County, Florida (collectively, "Declaration");

WHEREAS, Owner has entered into a Third Amendment to Development Agreement dated _____, 2014 ("Third Amendment to Development Agreement"), with Pinellas County, Florida ("County"), which is recorded in the public records of Pinellas County in O.R. Book _____, Page _____.

WHEREAS, the Third Amendment to Development Agreement was approved by Resolution/Ordinance dated _____, 2014, and is attached hereto as Exhibit "B", and is hereby incorporated herein.

WHEREAS, the Third Amendment to Development Agreement includes additional property, which is described on Exhibit "C" attached hereto and incorporated herein ("Additional Property"). The Original Property and Additional Property are sometimes referred to herein as "Property."

WHEREAS, Owner desires to amend the terms and conditions of the Declaration in accordance with the terms of this Third Amendment, and pursuant to the terms of the Third Amendment to Development Agreement, the County hereby consents to Owner amending the Declaration as set forth herein.

NOW, THEREFORE, the Declaration is hereby amended as follows:

The foregoing Recitals are true and correct and are incorporated into and form a part of these Restrictions.

ARTICLE I

RESTRICTIONS

The Restrictions set forth in the Declaration shall be deleted in their entirety and replaced with the following restrictions, and to the extent there is a conflict between the Declaration and this Third Amendment, this Third Amendment shall control and govern:

Section 1. A maximum of 39 beds shall be permitted on the Original Property.

Section 2. A maximum of 32 beds shall be permitted on the Additional Property.

Section 3. Owner shall have the right to use the Original Property and Additional Property for one facility and in such event, a maximum of 71 beds shall be permitted on the combined Property and allocated across the Property.

Section 4. The assisted living facility located on the Property shall only accept elderly residents and shall not accept residents with drug or alcohol dependency or operate as a mental health facility.

ARTICLE II

MISCELLANEOUS

Section 1. Covenant Running With the Land. These Restrictions shall be a covenant running with the land, as provided by law, and shall be binding upon the undersigned, and the heirs, successors, and assigns of the undersigned, and all parties claiming under them.

Section 2. Governing Law. Any claim shall be governed by and interpreted in accordance with the laws of the state of Florida.

Section 3. Venue. Any action regarding the enforcement of these Restrictions shall be brought in the Circuit Court in Pinellas County, Florida.

Section 4. Waiver. The waiver or invalidity of any part of these Restrictions shall not affect the validity or enforceability of the remaining portions.

Section 5. Enforcement. The County shall have the right to specifically enforce these Restrictions and shall be entitled to all remedies at law or in equity in the event of Owner's non-compliance with the same.

Section 6. Notices. All notices to be given to Owner pursuant to these Restrictions shall be delivered by regular U.S. mail as follows:

Owner: GIB Properties, LLC
Attn: Christine Gibree
1114 18th Street SW

Largo, FL 33770

With copy to: Steven A. Williamson, Esq.
Johnson, Pope, Bokor, Ruppel & Burns, LLP
911 Chestnut Street
Clearwater, FL 33756

County: Pinellas County Board of County Commissioners
c/o County Administrator
315 Court Street
Clearwater, FL 33756

Owner reserves the right to change its address by amendment to these Restrictions recorded in the Public Records of the County from time to time.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this ____ day of _____, 2014.

WITNESSES:

GIB PROPERTIES, LLC, a Florida limited liability company

Print Name: _____

By: _____

Print Name: Christine Gibree, Manager

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2014, by Christine Gibree, as Manager of GIB Properties, LLC, a Florida limited liability company, who is personally known to me or who produced _____ as identification.

Notary Public

Print Name

EXHIBIT "A"

ORIGINAL PROPERTY LEGAL DESCRIPTION

Parcel I-A

The East 155 feet of the North 264 feet of Lot 5 in the Southeast 1/4 of Section 29, Township 30 South, Range 15 East, as shown by map of Pinellas Groves, Inc., recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, less that part lying within 50 feet of the Survey Deed filed February 9, 1956, Clerks Instrument No. 254480-A, Public Records of Pinellas County, Florida, LESS the South 15 feet thereof which was deeded out in O.R. Book 5150, Page 1112, more particularly described as The South 15 feet of the North 264 feet of Lot 5, in the Southeast 1/4 of Section 29, Township 30, South, Range 15 East, as shown by map of Pinellas Groves, Inc., recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida.

Parcel I-B:

The North 264 feet of Lot 5, Less the East 155 feet thereof, in the Southeast 1/4 of Section 29, Township 30 South, Range 15 East, Pinellas Groves, Inc., according to the map or plat thereof as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, LESS road right-of-way, AND LESS the South 15 feet thereof which was deeded out in O.R. Book 5150, Page 1112, more particularly described as the South 15 feet of the North 264 feet of Lot 5, in the Southeast 1/4 of Section 29, Township 30 South, Range 15 East, as shown by map of Pinellas Groves, Inc. recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida.

EXHIBIT "B"

RESOLUTION/ORDINANCE

EXHIBIT C

ADDITIONAL PROPERTY LEGAL DESCRIPTION

Lot 2, De Long Way Subdivision, according to the plat thereof, as recorded in Plat Book 118, Page 38 of the Public Records of Pinellas County, Florida.

CASE SUMMARY
CASE NO. LU 9-5-14
(Quasi-Judicial)

PRC MEETING: March 10, 2014 @ 10:00 AM-1st Floor, Planning Conf Room

LPA HEARING: May 7, 2014 @ 9:00 AM-5th Floor, Board Assembly Room

BCC HEARING: June 24, 2014 @ 6:00 PM-5th Floor, Board Assembly Room

PPC HEARING: August 13, 2014 @ 3:00 PM-5th Floor, Board Assembly Room

FINAL DETERMINATION BY: September 11, 2014

APPLICANT'S NAME: Gateway Hospitality, LLC

REQUEST: Land Use change from: Residential Medium, Commercial General &
Resort Facilities Overlay-Permanent
to: Commercial General

With a Development Agreement restricting the use of the site to a motel and not to exceed 50 ft. in height.

CASE DESCRIPTION: Existing motel on approximately 5.4 acres located at 2595 54th Avenue North in the unincorporated area of St. Petersburg (35/30/16/00000/430/1800). A legal description is available in file upon request.

APPLICANT/ADDRESS: Gateway Hospitality, LLC
2595 54th Avenue North
St. Petersburg, FL 33714

REP/ADDRESS: Paul Witt
RP Witt Construction, Inc.
52 Tuscan Way, Suite 202-336
St. Augustine, FL 32092

NOTICES SENT TO: Gateway Hospitality, LLC, Paul Witt, St. Petersburg, Mike Meidel-Economic Development Council, DOT, Michael Bessette-Pinellas County School Board, BCC & Surrounding Owners

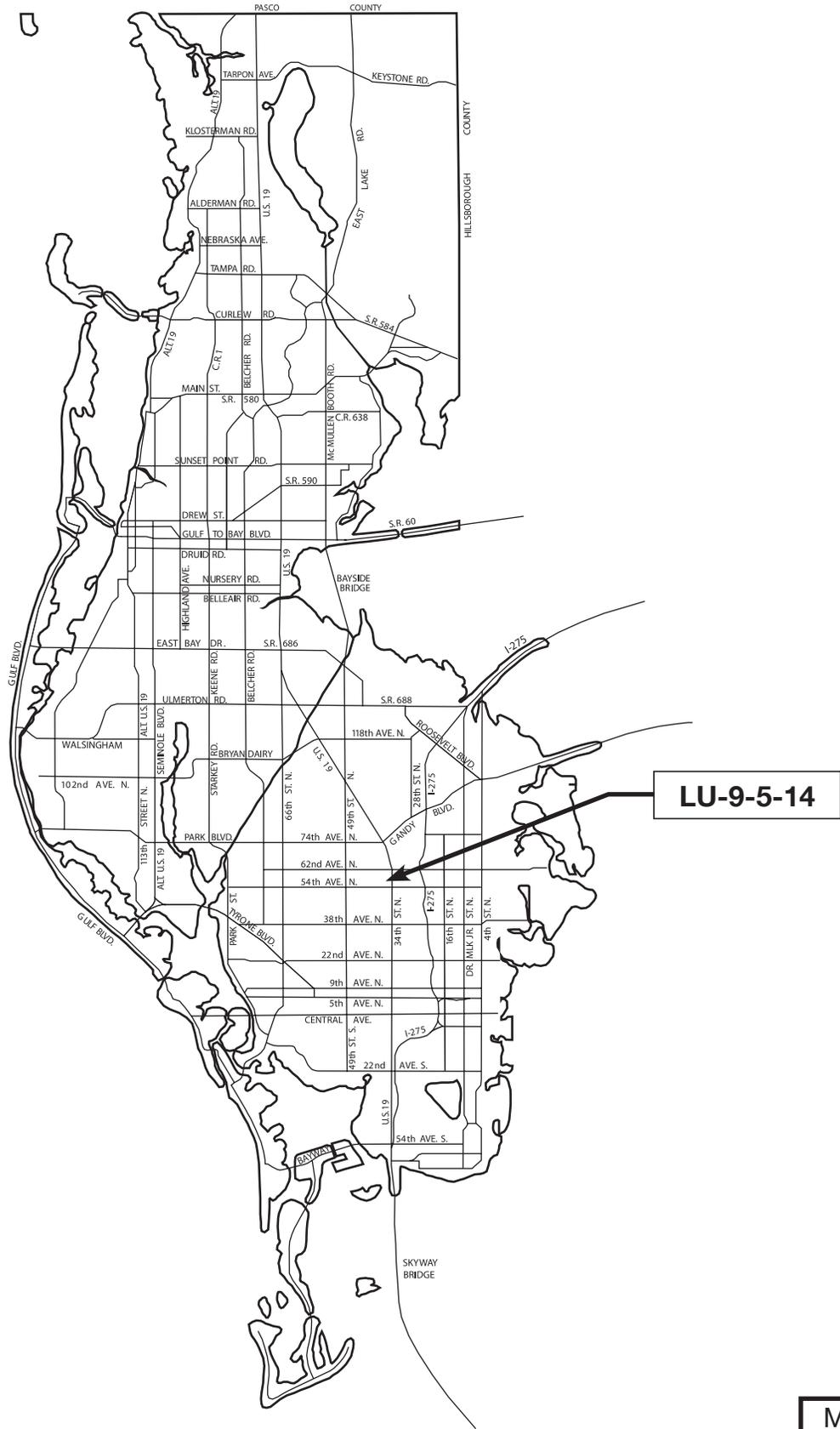
EXISTING USE: Motel

PROPOSED USE: Motel

LAND USE: Residential Medium

ZONING: C-2

LOCATION MAP

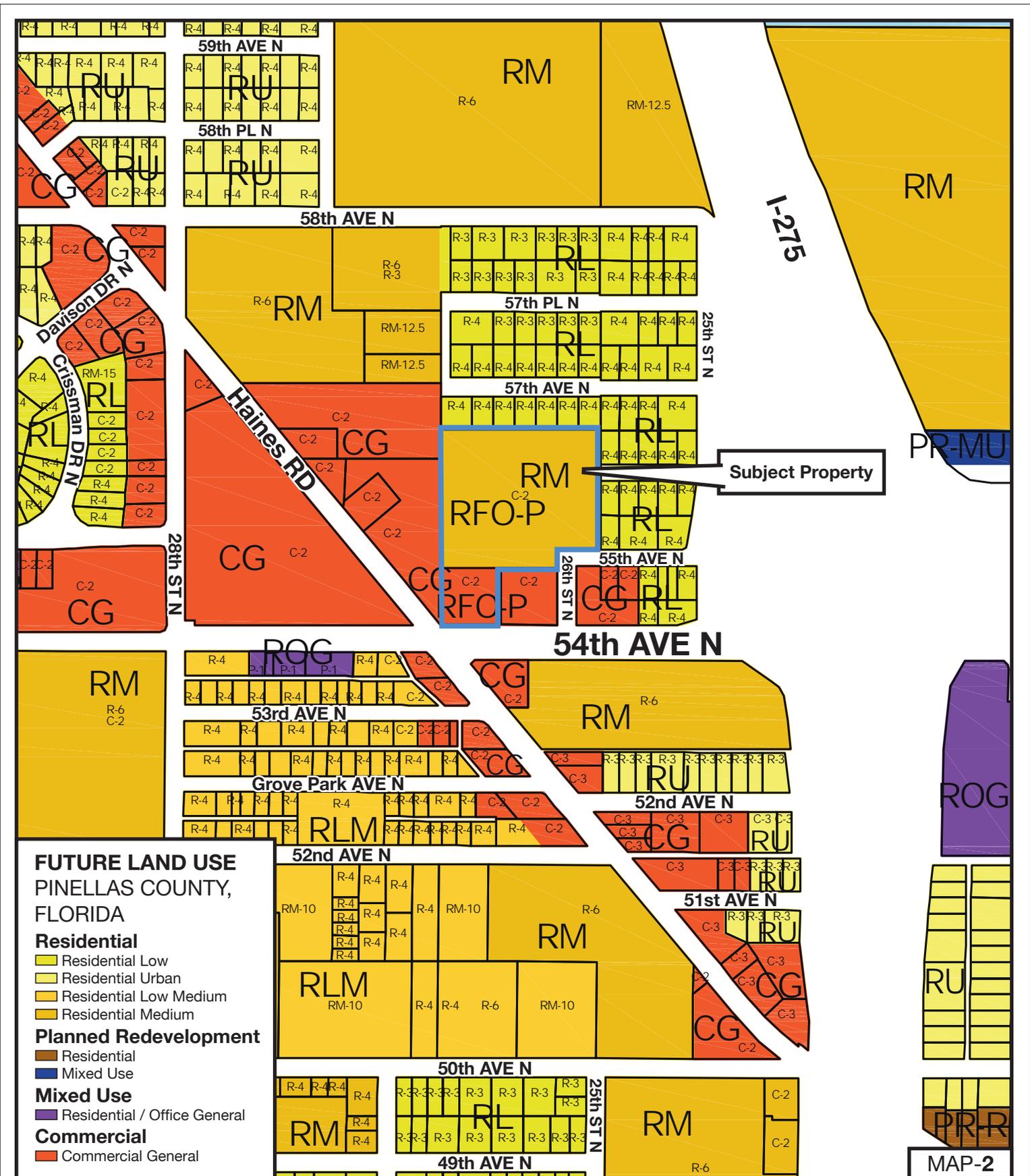


MAP-1

LU-9-5-14 **Land Use Change**
From: Residential Medium, Commercial General, Resort Facilities Overlay-Permanent
To: Commercial General
 With a Development Agreement restricting the use of the site to a motel and not to exceed 50 ft. in height.

Parcel I.D. 35/30/16/00000/430/1800
 Prepared by: Pinellas County Department of Planning and Development Services March 2014





LU-9-5-14

Land Use Change

From: Residential Medium, Commercial General, Resort Facilities Overlay-Permanent

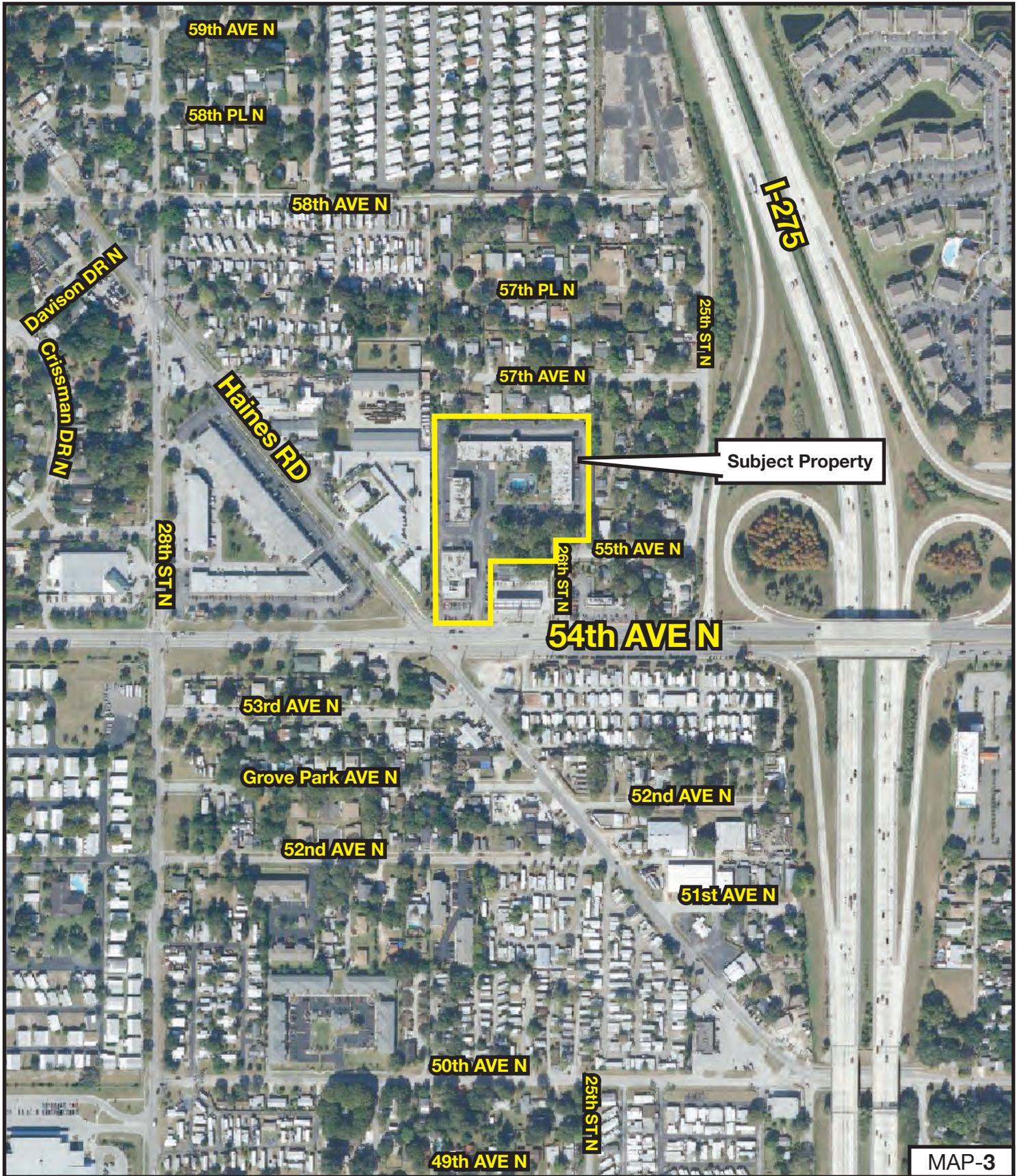
To: Commercial General
With a Development Agreement restricting the use of the site to a motel and not to exceed 50 ft. in height.

Parcel I.D. 35/30/16/00000/430/1800

Prepared by: Pinellas County Department of Planning and Development Services March 2014



MAP-2



LU-9-5-14

Land Use Change

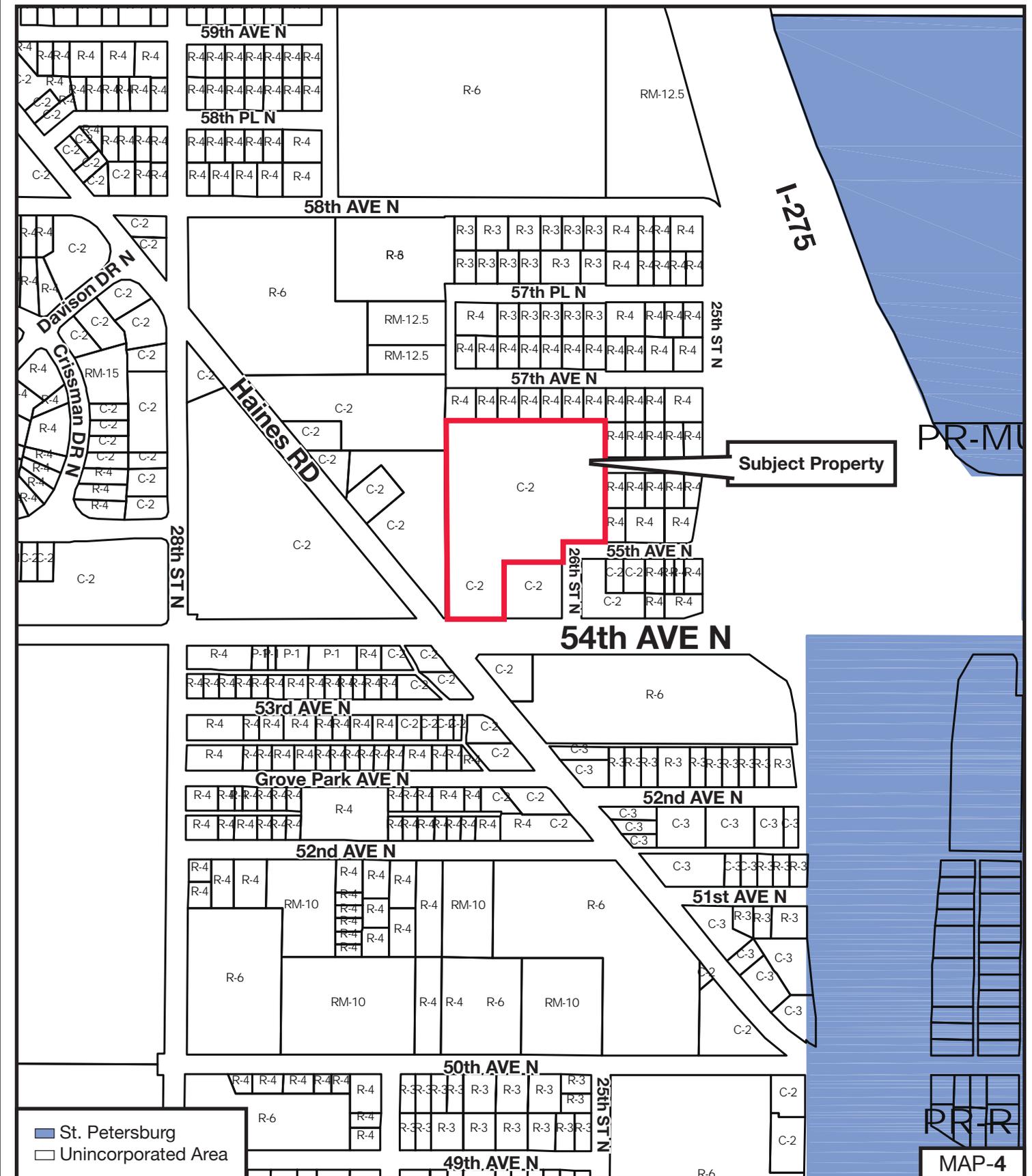
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 With a Development Agreement restricting the use of the site to a motel and not to exceed 50 ft. in height.

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Parcel I.D. 35/30/16/00000/430/1800

Prepared by: Pinellas County Department of Planning and Development Services March 2014



MAP-4

1. Owner: Gateway Hospitality LLC
Mailing Address: 2595 54th Avenue North
City: St. Petersburg State: FL Zip Code: 33714-1973 Daytime Phone: (407) 965-8797
Email: Nshah730@hotmail.com

2. Representative's Name: Paul Witt
Company Name: RP Witt Construction Inc.
Mailing Address: 52 Tuscan Way, Suite 202-336
City: St. Augustine State: FL Zip Code: 32092 Daytime Phone: (904) 415-9488
Email: paulw@rpwitt.com

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

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

Nikesh Shah (Manager/Member)

Specify interest held: _____

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

Is contract conditional or absolute? Conditional Absolute

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

4. This hearing is being requested to consider: Land use plan amendment to CG and remove existing overlay

a) If the request includes a request for a density bonus, what is the coastal storm designation?

5. Location of subject property (street address): 2595 54th Avenue North

6. Legal Description of Property: (attach additional documents if necessary)

Please see attached property record card from Pinellas County Property Appraiser. (Exhibit A)

7. Size of Property: ~485 feet by ~600 feet, 5.44 acres

8. Present zoning classification: C-2

9. Present Land Use Map designation: CG and RFO-P

10. Date subject property acquired: 11/24/1999

11. Existing structures and improvements on subject property:

Please see attached property record card. (Exhibit A)

12. Proposed structures and improvements will be:

Please see attached conceptual plan. (Exhibit B)

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

The subject property has been utilized for hotel facilities since 1963. The proposed amendment would allow for the construction of a refurbished hotel facility and bring the property into compliance from a land use standpoint. The requested CG designation is consistent with the surrounding area.

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

Briefly state the nature and outcome of the hearing:

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

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

- a) Plat, if it will have particular bearing on the subject application. N/A
- b) Certification of Ownership: submit a certificate of a duly licensed title or abstract company, or a licensed attorney-at-law, showing that each applicant is the present title holder of record.
(Warranty deeds, title insurance documents, tax receipts, etc. are not acceptable as proof of ownership.)
See Exhibit C.
- c) Preliminary site plan will be required for conditional use applications only (as specified in the Zoning Ordinance, Section 138.178 - see attached). Please see conceptual plan.
- d) Development Agreement: If the Application includes consideration of a Development Agreement, a completed draft of the agreement must be submitted with this application. Please contact the County Attorney's Office at (727) 464-3354 to obtain the approved form for a development agreement.
See Exhibit D.
- e) Additional information may be required by Staff, such as, but not limited to, verification of adequate access to the subject area, documentation that the mandatory rules regarding transferable development rights or density/intensity averaging are being adhered to and compliance with Airport zoning regulations, etc. N/A

CERTIFICATION OF OWNERSHIP

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

For: Gateway Hospitality LLC

By: Nikesh Shah, its Managing Member

***Signature of Owner or Trustee

Date: February 5, 2014

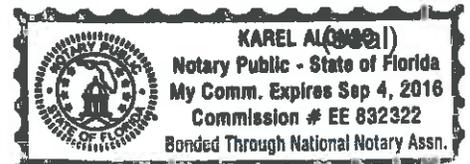
STATE OF FLORIDA, COUNTY OF ~~PINELLAS~~ Orange

Before me this 5th day of February, 20 14

personally appeared Nikesh Shah for Gateway Hospitality
who, being duly sworn, deposes and says that the above is a true and correct certification.

Karel Alonzo

(signature) NOTARY PUBLIC



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

PARCEL NO: 35

SEARCH 900 FT.

CURRENT ZONING C-2 & LAND USE CG and RFO-P

OCCUPIED BY: Hotel INTENDED USE: Hotel

REQUEST: CG (Remove Overlay)

GENERAL DESCRIPTION:

Per the existing agreement, the owner would like to remove the existing RFO-P overlay and
continue to use the site for hotels under a CG land use designation.

AKA (street address): 2595 54th Avenue North

EVACUATION ZONE: Non Evac ATLAS PAGE: 786 INITIALS: JZ

SURROUNDING PROPERTY:

NORTH RL / _____ / _____

EAST RL / CG / _____

SOUTH 54th Ave / _____ / _____

WEST CG / _____ / _____

CHECKLIST:

If the request is for a Density Bonus: _____ Coastal Storm Area

If the request is for a Nursing Home, Assisted Living, and Hospital: _____ Coastal Storm Area
N/A

Is the Development Agreement complete? No

If the request is for a residential density over 5.0 units per acre in the 1-year floodplain, the following information is required:

- Impact on the demand for shelter space.
- Meets County Floodplain, Flood Protection & Stormwater Regulations.
- Approved water shed plan.
- Comparable compensation pertaining to floodplain storage.

35-30-16-00000-430-1800

Online Property Record Card

[Portability Calculator](#)

Data Current as of February 01, 2014

[Email Print](#)[Radius Search](#)[Improvement Value per F.S. 553.844](#)

Ownership/Mailing Address	Site Address (First Building)
GATEWAY HOSPITALITY LLC C/O SHAH LAW GROUP 2595 54TH AVE N ST PETERSBURG FL 33714-1973	2595 54TH AVE N ST PETERSBURG 33714-
	Jump to building: 2595 54TH AVE N ST PETERSBURG 33714



Property Use: 3912 (Hotels and Motels (50 units or more))

Living Units: 158

[\[click here to hide\] 2014 Legal Description](#)

FROM SE COR OF SW 1/4 OF SE 1/4 RUN N 55.2FT & W 310FT FOR POB TH CONT W 184.6FT TH N 606.5FT TH E 495.07FT TH S 372.78FT TH W 135FT TH S 58.7FT TH W 175FT TH S 175FT TO POB CONT 5.44 AC (C)

2014 Exemptions		File for Homestead Exemption	2014 Parcel Use	
Homestead: No	Government: No		Homestead Use Percentage: 0.00%	
Institutional: No	Historic: No		Non-Homestead Use Percentage: 100.00%	Classified Agricultural: No

2013 Parcel Information [2013 Trim Notice](#)

Most Recent Recording	Sales Comparison	Census Tract	Evacuation Zone <small>(NOT the same as a FEMA Flood Zone)</small>	Plat Book/Page
17308/2389	Sales Query	12103024601	NON EVAC	

2013 Interim Value Information

Year	Just/Market Value	Assessed Value/ SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2013	\$3,025,000	\$3,025,000	\$3,025,000	\$3,025,000	\$3,025,000

[\[click here to hide\] Value History as Certified \(yellow indicates correction on file\)](#)

Year	Homestead Exemption	Just/Market Value	Assessed Value/ SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2013	No	\$3,025,000	\$3,025,000	\$3,025,000	\$3,025,000	\$3,025,000
2012	No	\$2,950,000	\$2,950,000	\$2,950,000	\$2,950,000	\$2,950,000
2011	No	\$2,925,000	\$2,925,000	\$2,925,000	\$2,925,000	\$2,925,000
2010	No	\$3,130,000	\$3,130,000	\$3,130,000	\$3,130,000	\$3,130,000
2009	No	\$3,400,000	\$3,400,000	\$3,400,000	\$3,400,000	\$3,400,000
2008	No	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000
2007	No	\$4,060,000	\$4,060,000	\$4,060,000	N/A	\$4,060,000
2006	No	\$4,100,000	\$4,100,000	\$4,100,000	N/A	\$4,100,000
2005	No	\$3,760,000	\$3,760,000	\$3,760,000	N/A	\$3,760,000
2004	No	\$3,400,000	\$3,400,000	\$3,400,000	N/A	\$3,400,000
2003	No	\$2,800,000	\$2,800,000	\$2,800,000	N/A	\$2,800,000
2002	No	\$2,500,000	\$2,500,000	\$2,500,000	N/A	\$2,500,000
2001	No	\$2,721,500	\$2,721,500	\$2,721,500	N/A	\$2,721,500
2000	No	\$2,527,200	\$2,527,200	\$2,527,200	N/A	\$2,527,200
1999	No	\$1,941,700	\$1,941,700	\$1,941,700	N/A	\$1,941,700
1998	No	\$1,938,000	\$1,938,000	\$1,938,000	N/A	\$1,938,000
1997	No	\$1,928,500	\$1,928,500	\$1,928,500	N/A	\$1,928,500
1996	No	\$2,085,000	\$2,085,000	\$2,085,000	N/A	\$2,085,000

2013 Tax Information

[Click Here for 2013 Tax Bill](#)

Tax District: LE1F

2013 Final Millage Rate 23.4084

2013 Est Taxes w/o Cap or Exemptions \$70,810.41

A significant change in taxable value may occur when sold due to changes in the market or the removal of exemptions. [Click here for more information.](#)Ranked Sales (What are Ranked Sales?) [See all transactions](#)

Sale Date	Book/Page	Price	O/U	V/I
24 Nov 1999	10735 / 0320	\$3,150,000	Q	I
08 Sep 1987	06576 / 2139	\$2,370,300	Q	
	04725 / 0671	\$1,525,000	Q	
	04411 / 2107	\$1,450,000	Q	

2013 Land Information

Seawall: No

Frontage: None

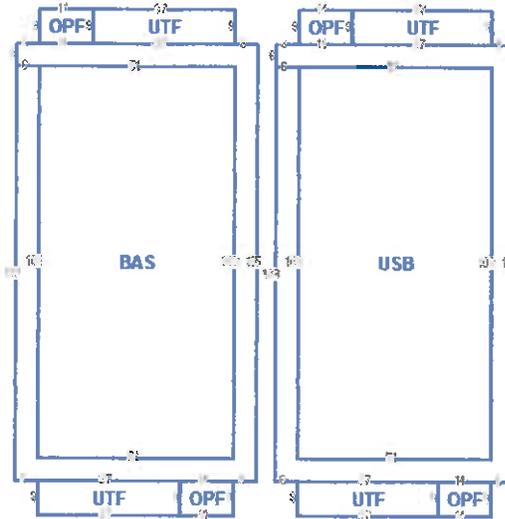
View:

Land Use	Land Size	Unit Value	Units	Total Adjustments	Adjusted Value	Method
Hotels And Motels (39)	0x0	8000.00	158.0000	1.0000	\$1,264,000	LT

[\[click here to hide\] 2014 Building 1 Structural Elements](#) [Back to Top](#)

Site Address: 2595 54TH AVE N ST PETERSBURG 33714-

Quality: Average
 Square Footage: 16326.00
 Foundation: Continuous Footing
 Floor System: Slab On Grade
 Exterior Wall: Concrete Blk/Stucco
 Roof Frame: Flat
 Roof Cover: Built Up/Composition
 Stories: 2
 Living units: 32
 Floor Finish: Carpet Combination
 Interior Finish: Dry Wall
 Fixtures: 96
 Year Built: 1973
 Effective Age: 31
 Cooling: Heat & Cooling Pkg



[Open plot in New Window](#)

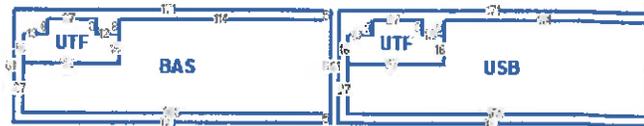
Building 1 Sub Area Information

Description	Building Finished Ft ²	Gross Area Ft ²	Factor	Effective Ft ²
Utility	1,332	1,332	0.55	732
Upper Story	5,253	5,253	0.90	4,728
Open Porch	0	4,488	0.30	1,348
Base	5,253	5,253	1.00	5,253
Total Building finished SF: 11,838		Total Gross SF: 16,326		Total Effective SF: 12,061

[\[click here to hide\] 2014 Building 2 Structural Elements](#) [Back to Top](#)

Site Address: 2595 54TH AVE N ST PETERSBURG 33714-

Quality: Average
 Square Footage: 20862.00
 Foundation: Continuous Footing
 Floor System: Slab On Grade
 Exterior Wall: Concrete Blk/Stucco
 Roof Frame: Flat
 Roof Cover: Built Up/Composition
 Stories: 2
 Living units: 46
 Floor Finish: Carpet Combination
 Interior Finish: Dry Wall
 Fixtures: 144
 Year Built: 1973
 Effective Age: 31
 Cooling: Heat & Cooling Pkg



[Open plot in New Window](#)

Building 2 Sub Area Information

Description	Building Finished Ft ²	Gross Area Ft ²	Factor	Effective Ft ²
Utility	2,096	2,096	0.55	1,152
Upper Story	7,218	7,218	0.90	6,496
Open Porch	0	4,330	0.30	1,300
Base	7,218	7,218	1.00	7,218
Total Building finished SF: 16,532		Total Gross SF: 20,862		Total Effective SF: 16,166

[\[click here to hide\] 2014 Building 3 Structural Elements](#) [Back to Top](#)

Site Address: 2595 54TH AVE N ST PETERSBURG 33714-

Quality: Average
 Square Footage: 20926.00
 Foundation: Continuous Footing

Floor System: Slab On Grade
 Exterior Wall: Concrete Blk/Stucco
 Roof Frame: Flat
 Roof Cover: Built Up/Composition
 Stories: 2
 Living units: 44
 Floor Finish: Carpet Combination
 Interior Finish: Dry Wall
 Fixtures: 132
 Year Built: 1973
 Effective Age: 31
 Cooling: Heat & Cooling Pkg



[Open plot in New Window](#)

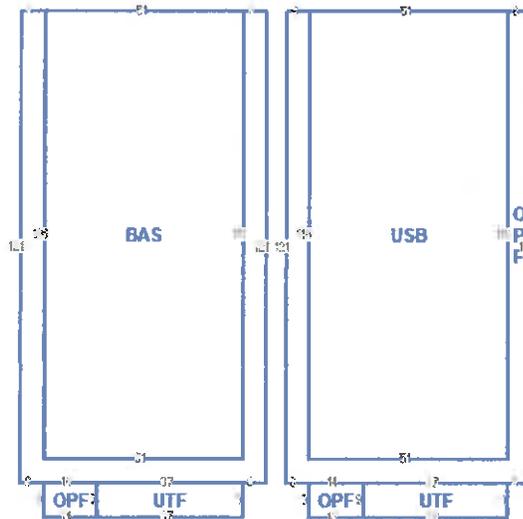
Building 3 Sub Area Information

Description	Building Finished Ft ²	Gross Area Ft ²	Factor	Effective Ft ²
Utility	666	666	0.55	366
Upper Story	7,803	7,803	0.90	7,023
Open Porch	0	4,654	0.30	1,396
Base	7,803	7,803	1.00	7,803
Total Building finished SF: 16,272		Total Gross SF: 20,926		Total Effective SF: 16,588

[click here to hide] 2014 Building 4 Structural Elements [Back to Top](#)

Site Address: 2595 54TH AVE N ST PETERSBURG 33714-

Quality: Average
 Square Footage: 16164.00
 Foundation: Continuous Footing
 Floor System: Slab On Grade
 Exterior Wall: Concrete Blk/Stucco
 Roof Frame: Flat
 Roof Cover: Built Up/Composition
 Stories: 2
 Living units: 36
 Floor Finish: Carpet Combination
 Interior Finish: Dry Wall
 Fixtures: 108
 Year Built: 1973
 Effective Age: 31
 Cooling: Heat & Cooling Pkg



[Open plot in New Window](#)

Building 4 Sub Area Information

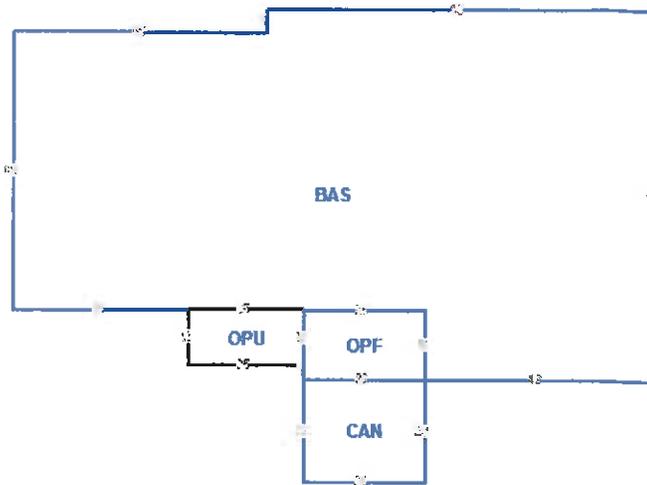
Description	Building Finished Ft ²	Gross Area Ft ²	Factor	Effective Ft ²
Utility	666	666	0.55	366
Upper Story	5,865	5,865	0.90	5,278
Open Porch	0	3,768	0.30	1,130
Base	5,865	5,865	1.00	5,865
Total Building finished SF: 12,396		Total Gross SF: 16,164		Total Effective SF: 12,639

[click here to hide] 2014 Building 5 Structural Elements [Back to Top](#)

Site Address: 2595 54TH AVE N ST PETERSBURG 33714-

Quality: Average
 Square Footage: 10692.00
 Foundation: Continuous Footing
 Floor System: Slab On Grade

Exterior Wall: Concrete Blk/Brick
 Roof Frame: Flat
 Roof Cover: Built Up/Composition
 Stories: 1
 Living units: 0
 Floor Finish: Carpet Combination
 Interior Finish: Dry Wall
 Fixtures: 15
 Year Built: 1974
 Effective Age: 31
 Cooling: Heat & Cooling Pkg



Building 5 Sub Area Information

Description	Building Finished Ft ²	Gross Area Ft ²	Factor	Effective Ft ²
Open Porch Unfinished	0	300	0.20	60
Open Porch	0	390	0.30	117
Canopy(only or loading platform)	0	572	0.25	143
Base	9,430	9,430	1.00	9,430
Total Building finished SF: 9,430		Total Gross SF: 10,692		Total Effective SF: 9,750

[click here to hide] 2014 Extra Features

Description	Value/Unit	Units	Total New Value	Depreciated Value	Year
FENCE	\$11.00	840.00	\$9,240.00	\$3,696.00	1973
ASPHALT	\$1.75	35,500.00	\$62,125.00	\$62,125.00	0
CONC PAVE	\$4.00	4,034.00	\$16,136.00	\$16,136.00	0
POOL	\$30,000.00	1.00	\$30,000.00	\$12,000.00	1973
CARPORT	\$12.50	342.00	\$4,275.00	\$1,710.00	1973
ASPHALT	\$1.75	59,175.00	\$103,556.25	\$103,556.00	0

[click here to hide] Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). Any questions regarding permits should be directed to the permitting office in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
CB09-06386	COMMERCIAL ADD	20 Oct 2009	\$100,000
213134	COMMERCIAL ADD	11 Apr 2000	\$180,000
213135	COMMERCIAL ADD	11 Apr 2000	\$180,000
213133	COMMERCIAL ADD	11 Apr 2000	\$180,000





[Interactive Map of this parcel](#)

[Sales Query](#)

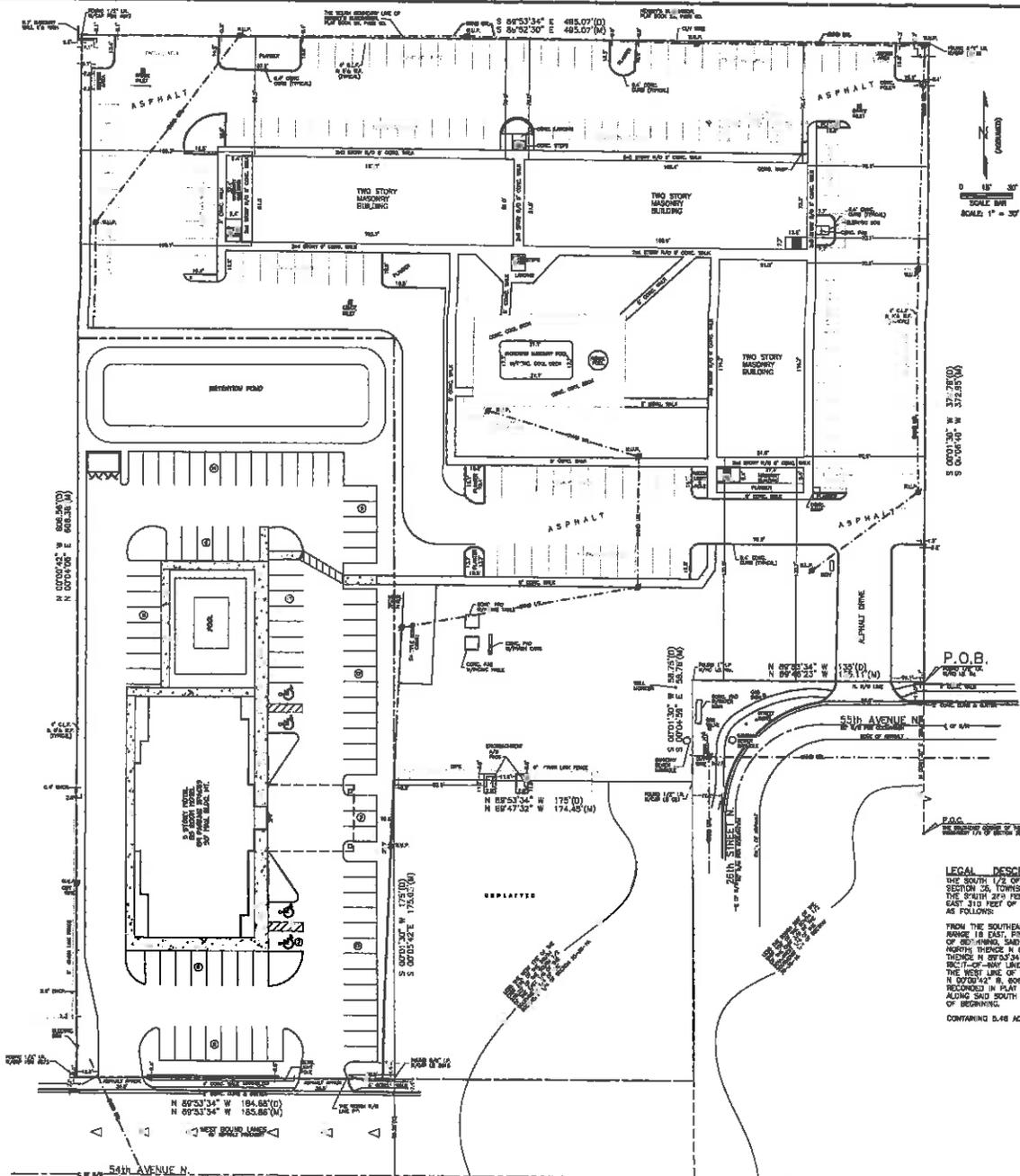
[Back to Query Results](#)

[New Search](#)

[Tax Collector Home Page](#)

[Contact Us](#)

Exhibit B



NOTE
PROPERTY SUBJECT TO AN EASEMENT IN FAVOR OF THE ALABAMA POWER CORPORATION, LOCATED AS SHOWN IN PLOT 28 ON EACH SIDE OF THE CORRIDOR OF CHANNEL POWER LINES, AS DESCRIBED IN ORIGINAL RECORDING BOOK 6774, PAGE 798, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

LEGAL DESCRIPTION (BY SURVEYOR)
 THE SOUTH 1/2 OF THE EAST 3/8 OF 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, LESS THE SOUTH 2/3 OF THE EAST 1/3 OF THE EAST 1/3 OF THE EAST 3/10 FEET OF THE SOUTH 230.25 FEET THEREOF BEING FURTHER DESCRIBED AS FOLLOWS:
 FROM THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, RUN N 07°01'30" E, 267.0 FEET TO A POINT OF BEGINNING, SAID POINT BEING ON THE NORTH BOUNDARY LINE OF SAID ACRES.
 THENCE N 89°53'34" W, 133 FEET; THENCE S 00°01'30" W, 66.75 FEET;
 THENCE N 89°53'34" W, 177 FEET; THENCE S 00°01'30" W, 170 FEET TO THE NORTH BOUNDARY LINE OF SAID ACRES (WITH THENCE N 89°53'34" W, 104.85 FEET TO THE WEST LINE OF THE EAST 3/8 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 28, PAGE 86, PINELLAS COUNTY RECORDS, THENCE S 89°53'34" E, ALONG SAID SOUTH LINE 485.07 FEET; THENCE S 00°01'30" W, 372.75 FEET TO THE POINT OF BEGINNING.
 CONTAINING 0.48 ACRES, MORE OR LESS.

GATEWAY HOSPITALITY, LLC

DROR & ASSOCIATES INC.

 280 N. Wickham Rd., Suite 72, Melbourne, FL 32935
 PH: 321-250-0033
 FAX: 321-250-0032
 EB-000726

NO.	DATE	REVISIONS

FAIRFIELD INN
54 AVE., ST. PETERSBURG, PINELLAS CO., FL
CONCEPTUAL SITE LAYOUT
 PREPARED FOR: GATEWAY HOSPITALITY, LLC

PROJECT NO:	2013-17
FILE NO:	21/0701/0008
DESIGNED BY:	N.A.
DRAWN BY:	N.A.
CHECKED BY:	N.A.
DATE:	4-22-13
DRAWING NO:	C-1
SHEET 1 OF 1	

NOEL DROR
 P.E. 37228
 EB-000726

CLOSE LAW OFFICE, P.A.

1010 EAST ADAMS STREET, SUITE 228

JACKSONVILLE, FLORIDA 32202

904.910.3409 WWW.CLOSELAW.NET

February 5, 2014

Pinellas County
Planning and Development Services Department
440 Court Street
Clearwater, Florida 33756

**Re: Certificate of Ownership
2595 54th Avenue North
Parcel ID No. 35-30-16-00000-430-1800**

To Whom It May Concern:

Based on my personal knowledge and review of the Pinellas County Property Appraiser's records, I certify that the below described parcel is owned by Gateway Hospitality, LLC.

2595 54th Avenue North
Parcel ID No. 35-30-16-00000-430-1800

Do not hesitate to contact me if I am able to provide you with additional information. Thank you for your consideration in this matter.

Best Regards,



Jeffery C. Close, Esq.
FBN: 0043560

Exhibit C

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is dated _____, effective as provided in Section 5 of this Agreement, and entered into between Gateway Hospital, LLC ("Owner") and Pinellas County, Florida, a political subdivision of the State of Florida acting through its Board of County Commissioners, the governing body thereof ("County").

R E C I T A L S :

- A. Sections 163.3220 – 163.3243, Florida Statutes, which set forth the Florida Local Government Development Agreement Act ("Act"), authorize the County to enter into binding development agreements with persons having a legal or equitable interest in real property located within the unincorporated area of the County.
- B. Under Section 163.3223 of the Act, the County has adopted Chapter 134, Article VII of Part III, the Pinellas County Land Development Code ("Code"), establishing procedures and requirements to consider and enter into development agreements.
- C. Owner is the owner of approximately 5.44 acres m.o.l. of real property ("Property") located at 2595 54th Ave. N in the unincorporated area of the County, more particularly described on Exhibit "A" attached hereto.
- D. Owner desires to develop and continue use the Property for hotel(s).
- E. The Property currently has a land use designation of CG / RFO-P and is zoned C-2.
- F. Owner has requested that the County remove the existing RFO-P overlay and place a land use designation of CG.
- G. The County cannot justify the requested action absent the restrictions contained in this Agreement and in the deed restriction required in Section 6.1.4.
- H. The County and Owner have determined that it would be mutually beneficial to enter into a development agreement governing the matters set forth herein and have negotiated this Agreement in accordance with the Code and the Act.
- I. The County has found that the terms of this Agreement are consistent with the Pinellas County Comprehensive Plan and the Code.

STATEMENT OF AGREEMENT

In consideration of and in reliance upon the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound and in accordance with the Act, agree as follows:

Section 1. Recitals. The above recitals are true and correct and are a part of this Agreement.

Section 2. Incorporation of the Act. This Agreement is entered into in compliance with and under the authority of the Code and the Act, the terms of which as of the date of this Agreement are incorporated herein by this reference and made a part of this Agreement. Words used in this Agreement without definition that are defined in the Act shall have the same meaning in this Agreement as in the Act

Section 3. Property Subject to this Agreement. The Property is subject to this Agreement.

Section 4. Ownership. The Property is owned in fee simple by Owner.

Section 5. Effective Date/Duration of this Agreement.

5.1 This Agreement shall become effective as provided for by the Act and shall be contingent upon obtaining final approval, and effectiveness of the land use designation of CG and removal of the existing RFO-P overlay.

5.1 This Agreement shall continue in effect until terminated as defined herein but for a period not to exceed five (5) years.

Section 6. Obligations under this Agreement.

6.1 Obligations of the Owner.

6.1.1. Binding Obligations. The obligations under this Agreement shall be binding on Owner, its successors or assigns.

6.1.2. Development Review Process. At the time of development of the Property, Owner will submit such applications and documentation as are required by law and shall comply with the County's Code applicable at the time of the effective date of this Agreement.

6.1.3. Development Restrictions. The following restrictions shall apply to development of the Property.

6.1.3.1. The Property shall be used for hotel(s)/motel(s) (with restaurant) only.

6.1.3.2. **Development Intensities.** Owner shall comply with the building intensities and height required by the Property's zoning and land use designations, unless otherwise modified by this Agreement.

6.1.4. **Recording of Deed Restriction.** Prior to the approval of a site plan or issuance of a development permit for the Property, Owner shall record a deed restriction encumbering the Property in the official records of Pinellas County, Florida and deliver a copy of such recorded deed restriction to the Director of the County Strategic Planning and Initiatives Department or his designee. The deed restriction shall be approved as to form by the County Attorney (which approval shall not be unreasonably withheld) and shall generally describe the development limitations of this Agreement. The deed restriction shall be perpetual and may be amended or terminated only with the consent of the County, which consent shall not be unreasonably withheld.

6.2. **Obligations of the County.**

6.2.1. Concurrent with the approval of this Agreement, the Board amends the land use and zoning designation for the Property as set forth in Recital F above.

6.2.2. County will process preliminary and final site plan applications for the Property that are consistent with the Plan and that meet the requirements of the Code at the time of the effective date of this Agreement.

6.2.3. The final effectiveness of the redesignation referenced in Section 6.2.1 is subject to:

6.2.3.1. The provisions of Chapter 125 and 163, Florida Statutes, as they may govern such amendments; and

6.2.3.2. The expiration of any appeal periods or, if an appeal is filed, at the conclusion of such appeal.

Section 7. Public Facilities to Service Development. The following public facilities are presently available to the Property from the sources indicated below. Development of the Property will be governed by and must satisfy the concurrency ordinance provisions applicable at the time of the effective date of this Agreement.

7.1 Potable water from Pinellas County.

7.2 Sewer service from Pinellas County.

7.3 Fire protection from Pinellas County.

7.4 Drainage facilities for the parcel will be provided by Owner.

Section 8. Required Local Government Permits. The required local government development permits for development of the Property include, without limitation, the following:

- 8.1. Site plan approval(s) and associated utility licenses and right-of-way utilization permits;
- 8.2. Construction plan approval(s);
- 8.3. Building permit(s); and
- 8.4. Certificate(s) of occupancy.

Section 9. Consistency. The County finds that development of the Property consistent with the terms of this Agreement is consistent with the Pinellas County Comprehensive Plan.

Section 10. Termination.

10.1. In the event of termination pursuant to Section 10.2 or failure to commence the development of the subject property within the duration of the Agreement as defined in Section 5 above, the Property shall return to its current land use and zoning designations. Owner agrees to cooperate and not contest any administrative procedures necessary to implement restoration of the land use and zoning designations. This obligation survives the termination of the Agreement for the time necessary to accomplish the redesignations.

10.2. If Owner's obligations set forth in this Agreement are not followed in a timely manner, as determined by the County Administrator, after notice to Owner and an opportunity to be heard, existing permits shall be administratively suspended and issuance of new permits suspended until Owner has fulfilled its obligations. Failure to timely fulfill its obligations may serve as a basis for termination of this Agreement by the County, at the discretion of the County and after notice to Owner and an opportunity for Owner to be heard.

Section 11. Other Terms and Conditions. Except in the case of termination, until five (5) years after the effective date of this Agreement, the Property shall not be subject to subsequently adopted laws and policies unless the County has held a public hearing and determined:

11.1. They are not in conflict with the laws and policies governing the Development Agreement and do not prevent development of the land uses, intensities, or densities in this Agreement;

11.2. They are essential to the public health, safety, or welfare, and expressly state that they shall apply to a development that is subject to a development agreement;

11.3. They are specifically anticipated and provided for in this Agreement;

11.4. The County demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement; or

11.5. This Agreement is based on substantially inaccurate information provided by Owner.

Section 12. Compliance with Law. The failure of this Agreement to address any particular permit, condition, term or restriction shall not relieve Owner from the necessity of complying with the law governing such permitting requirements, conditions, terms or restrictions.

Section 13. Notices. Notices and communications required or desired to be given under this Agreement shall be given to the parties by hand delivery, by nationally recognized overnight courier service such as Federal Express, or by certified mail, return receipt requested, addressed as follows (copies as provided below shall be required for proper notice to be given):

If to Owner: Nikesh Shah
807 Dashwood Court
Winter Garden, FL 34787

With copy to: * * *

If to County: Pinellas County Board of County Commissioners
c/o County Administrator
315 Court St.
Clearwater, FL 33756

With copy to: David S. Sadowsky, Esquire
Senior Assistant County Attorney
Pinellas County Attorneys Office
315 Court Street
Clearwater, Florida 33756

Properly addressed, postage prepaid, notices or communications shall be deemed delivered and received on the day of hand delivery, the next business day after deposit with an overnight courier service for next day delivery, or on the third (3rd) day following deposit in the United States mail, certified mail, return receipt requested. The parties may change the addresses set forth above (including the addition of a mortgagee to receive copies of all notices), by notice in accordance with this Section.

Section 14. Right to Cure. Owner will not be deemed to have failed to comply with the terms of this Agreement until Owner shall have received notice from the County of the alleged non-compliance and until the expiration of a reasonable period after receipt of such notice to cure such non-compliance. Whether the time period has been reasonable shall be based on the nature

of the non-compliance and shall be determined in the sole judgment of the County Administrator, reasonably exercised.

Section 15. Minor Non-Compliance. Owner will not be deemed to have failed to comply with the terms of this Agreement in the event such non-compliance, in the judgment of the County Administrator, reasonably exercised, as a minor or inconsequential nature.

Section 16. Covenant of Cooperation. The parties shall cooperate with and deal with each other in good faith and assist each other in the performance of the provisions of this Agreement and in achieving the completion of development of the Property.

Section 17. Approvals. Whenever an approval or consent is required under or contemplated by this Agreement, such approval or consent shall not be unreasonably withheld, delayed or conditioned. All such approvals and consents shall be requested and granted in writing.

Section 18. Completion of Agreement. Upon the completion of performance of this Agreement or its revocation or termination, the Owner or his successor in interest shall record a statement in the official records of Pinellas County, Florida, signed by the parties hereto, evidencing such completion, revocation or termination, and shall forthwith deliver a copy of this document to the Director of the County Building and Development Review Services Department or his designee.

Section 19. Entire Agreement. This Agreement (including any and all Exhibits attached hereto, all of which are a part of this Agreement to the same extent as if such Exhibits were set forth in full in the body of this Agreement), constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof.

Section 20. Construction. The titles, captions and section numbers in this Agreement are inserted for convenient reference only and do not define or limit the scope or intent and should not be used in the interpretation of any section, subsection or provision of this Agreement. Whenever the context requires or permits, the singular shall include the plural, and plural shall include the singular and any reference in this Agreement to Owner includes Owner's successors or assigns. This Agreement was the production of negotiations between representatives for the County and Owner and the language of the Agreement should be given its plain and ordinary meaning and should not be construed against any party hereto. If any term or provision of this Agreement is susceptible to more than one interpretation, one or more of which render it valid and enforceable, and one or more of which would render it invalid or unenforceable, such term or provision shall be construed in a manner that would render it valid and enforceable.

Section 21. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance is declared invalid or unenforceable, the remainder of this Agreement, including any valid portion of the invalid term or provision and the application of such invalid term or provision to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall with the remainder of this Agreement continue unmodified and in full force and effect. Notwithstanding the foregoing, if such responsibilities of any party thereto to the extent that the purpose of this Agreement or the

benefits sought to be received hereunder are frustrated, such party shall have the right to terminate this Agreement upon fifteen (15) days notice to the other parties.

Section 22. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflict of laws principles of such state.

Section 23. Counterparts. This Agreement may be executed in counterparts, all of which together shall continue one and the same instrument.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement the date and year first above written.

End of Substantive Provisions, Signature Page to follow

35-30-16-00009-430-1800

Online Property Record Card

Property Calculator

Data Current as of February 01, 2014

Email Print

Radius Search

Improvement Value per F.S. 553.844

Ownership/Mailing Address GATEWAY HOSPITALITY LLC C/O SHAH LAW GROUP 2595 54TH AVE N ST PETERSBURG FL 33714-1973	Site Address (First Building) 2595 54TH AVE N ST PETERSBURG 33714- Jump to building: 2595 54TH AVE N ST PETERSBURG 33714-
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Property Use: 3912 (Hotels and Motels (50 units or more))

Living Units: 158

[click here to hide] 2014 Legal Description

FROM SE COR OF SW 1/4 OF SE 1/4 RUN N 55.2FT & W 310FT FOR POB TH CONT W 184.6FT TH N 606.5FT TH E 495.07FT TH S 372.78FT TH W 135FT TH S 58.7FT TH W 175FT TH S 175FT TO POB CONT 5.44 AC (C)

2014 Exemptions	File for Homestead Exemption	2014 Parcel Use	
Homestead: No	Government: No	Homestead Use Percentage: 0.00%	
Institutional: No	Historic: No	Non-Homestead Use Percentage: 100.00%	Classified Agricultural: No

2013 Parcel Information 2013 Trim Notice

Most Recent Recording 17308/2389	Sales Comparison Sales Query	Census Tract 12103024601	Evacuation Zone (NOT the same as a FEMA Flood Zone) NON EVAC	Plat Book/Page
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2013 Interim Value Information

Year	Just/Market Value	Assessed Value/ SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2013	\$3,025,000	\$3,025,000	\$3,025,000	\$3,025,000	\$3,025,000

[click here to hide] Value History as Certified (yellow indicates correction on file)

Year	Homestead Exemption	Just/Market Value	Assessed Value/ SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2013	No	\$3,025,000	\$3,025,000	\$3,025,000	\$3,025,000	\$3,025,000
2012	No	\$2,950,000	\$2,950,000	\$2,950,000	\$2,950,000	\$2,950,000
2011	No	\$2,925,000	\$2,925,000	\$2,925,000	\$2,925,000	\$2,925,000
2010	No	\$3,130,000	\$3,130,000	\$3,130,000	\$3,130,000	\$3,130,000
2009	No	\$3,400,000	\$3,400,000	\$3,400,000	\$3,400,000	\$3,400,000
2008	No	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000
2007	No	\$4,060,000	\$4,060,000	\$4,060,000	N/A	\$4,060,000
2006	No	\$4,100,000	\$4,100,000	\$4,100,000	N/A	\$4,100,000
2005	No	\$3,760,000	\$3,760,000	\$3,760,000	N/A	\$3,760,000
2004	No	\$3,400,000	\$3,400,000	\$3,400,000	N/A	\$3,400,000
2003	No	\$2,800,000	\$2,800,000	\$2,800,000	N/A	\$2,800,000
2002	No	\$2,500,000	\$2,500,000	\$2,500,000	N/A	\$2,500,000
2001	No	\$2,721,500	\$2,721,500	\$2,721,500	N/A	\$2,721,500
2000	No	\$2,527,200	\$2,527,200	\$2,527,200	N/A	\$2,527,200
1999	No	\$1,941,700	\$1,941,700	\$1,941,700	N/A	\$1,941,700
1998	No	\$1,938,000	\$1,938,000	\$1,938,000	N/A	\$1,938,000
1997	No	\$1,928,500	\$1,928,500	\$1,928,500	N/A	\$1,928,500
1996	No	\$2,085,000	\$2,085,000	\$2,085,000	N/A	\$2,085,000

2013 Tax Information

[Click Here for 2013 Tax Bill](#)

Tax District: LETF

2013 Final Millage Rate

23.4084

2013 Est Taxes w/o Cap or Exemptions

\$70,810.41

A significant change in taxable value may occur when sold due to changes in the market or the removal of exemptions. [Click here for more information.](#)

Ranked Sales (What are Ranked Sales?) [See all transactions](#)

Sale Date	Book/Page	Price	O/U	V/I
24 Nov 1999	10735 / 0320	\$3,150,000	Q	I
08 Sep 1987	06576 / 2139	\$2,370,300	Q	
	04725 / 0671	\$1,525,000	Q	
	04411 / 2107	\$1,450,000	Q	

2013 Land Information

Seawall: No

Frontage: None

View:

Land Use	Land Size	Unit Value	Units	Total Adjustments	Adjusted Value	Method
Hotels And Motels (39)	0x0	8000.00	158.0000	1.0000	\$1,264,000	LT

[click here to hide] 2014 Building 1 Structural Elements [Back to Top](#)