

**AGENDA**  
**Planning Review Committee**  
**Pinellas County Planning Department**  
**310 Court Street, 1<sup>st</sup> Floor Small Conference Room**  
**April 14, 2015 – 9:00 AM**

**Case Summary Review:**

1. **DA-10-5-15** (Z & N, LLC)
2. **Z/LU-11-5-15** (United Asset Holdings Commercial, LLC)
3. **Z/LU-4-3-15** (CFC Pasadena Golf, LLC)

CASE SUMMARY  
CASE NO. DA-10-5-15  
(Quasi-Judicial)

PRC MEETING: April 14, 2015 @ 9:00 AM-1<sup>st</sup> Floor, Planning Conf Room

LPA HEARING: May 14, 2015 @ 9:00 AM-5<sup>th</sup> Floor, Board Assembly Room

BCC HEARING: June 23, 2015 @ 6:00 PM-5<sup>th</sup> Floor, Board Assembly Room

APPLICANT'S NAME: Z & N, LLC

REQUEST: Reinstatement of an expired development agreement

CASE DESCRIPTION: Approximately 2.12 acres on the east side of Belcher Road, 142 feet north of Perth Street. The expired development agreement originated with case number Z/LU-2-6-05. The conditions are proposed to remain the same. There is no request for a land use or zoning amendment at this time (06/29/16/86454/000/0081, 0090, 0100, 0110-0160 & 0230-0290). A legal description is available in file upon request.

APPLICANT/ADDRESS: Z & N, LLC  
c/o Todd Pressman  
334 East Lake Road, Suite #102  
Palm Harbor, FL 34685

REP/ADDRESS: Katie E. Cole, Esq.  
Hill Ward Henderson, Atty at Law  
311 Park Place Boulevard, Suite 240  
Clearwater, FL 33759

REP/ADDRESS: Todd Pressman  
Pressman & Assoc.  
334 East Lake Road, Suite #102  
Palm Harbor, FL 34685

NOTICES SENT TO: Z & N, LLC, c/o Todd Pressman, Katie E. Cole, Esq., Clearwater, Mike Meidel-  
Economic Development Council, DOT, Clint Herbic-Pinellas County School  
Board, BCC Office & Surrounding Owners

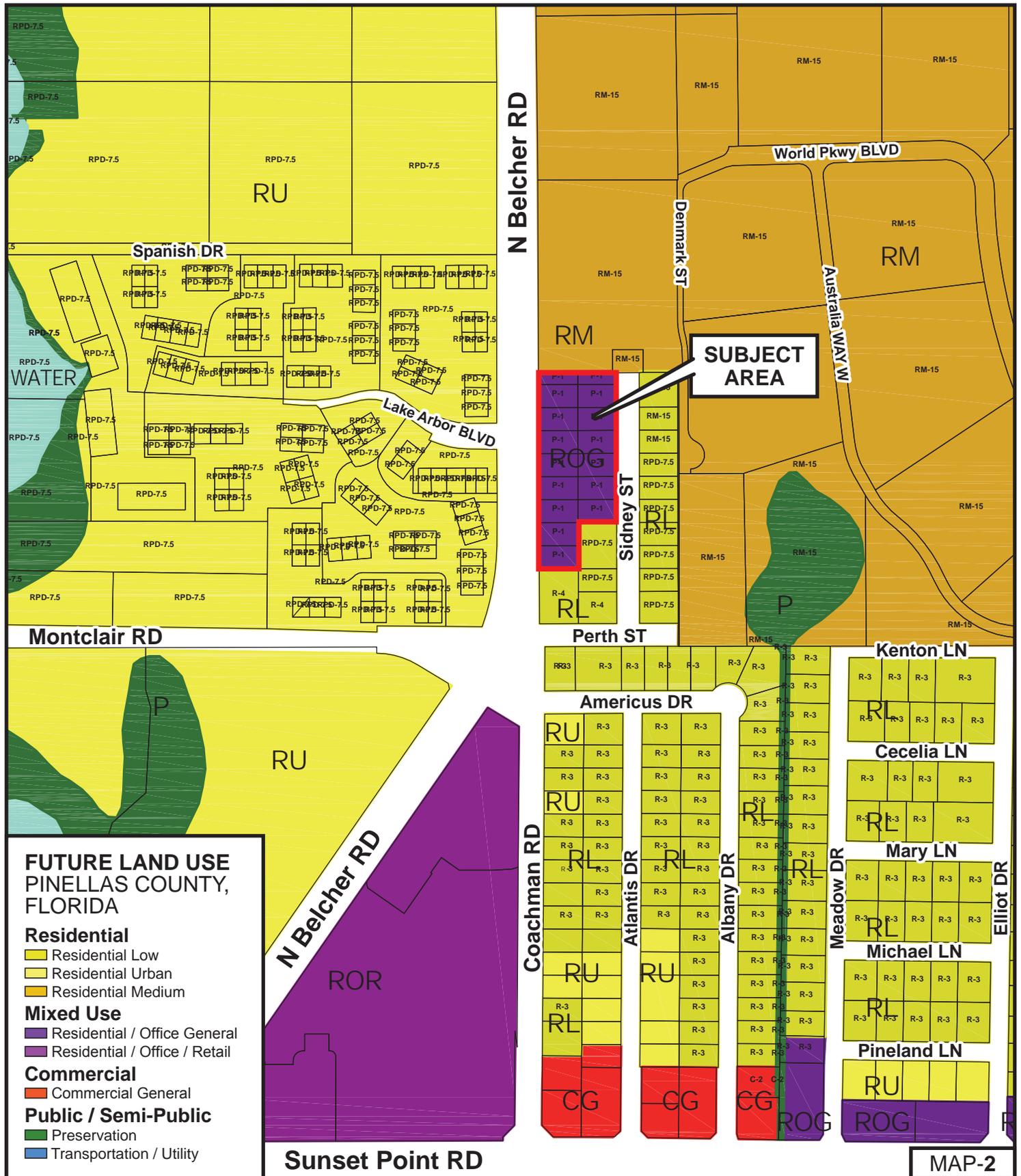
EXISTING USE: Vacant

PROPOSED USE: Office

LAND USE: Residential/Office General

ZONING: P-1

Z15-000007



**DA-10-5-15**

Reinstatement of an expired development agreement.

Parcel I.D. 06/29/16/86454/000/0081, 0090, 0100, 0110-0160 & 0230-0290

Prepared by: Pinellas County Planning Department April 2015





MAP-3

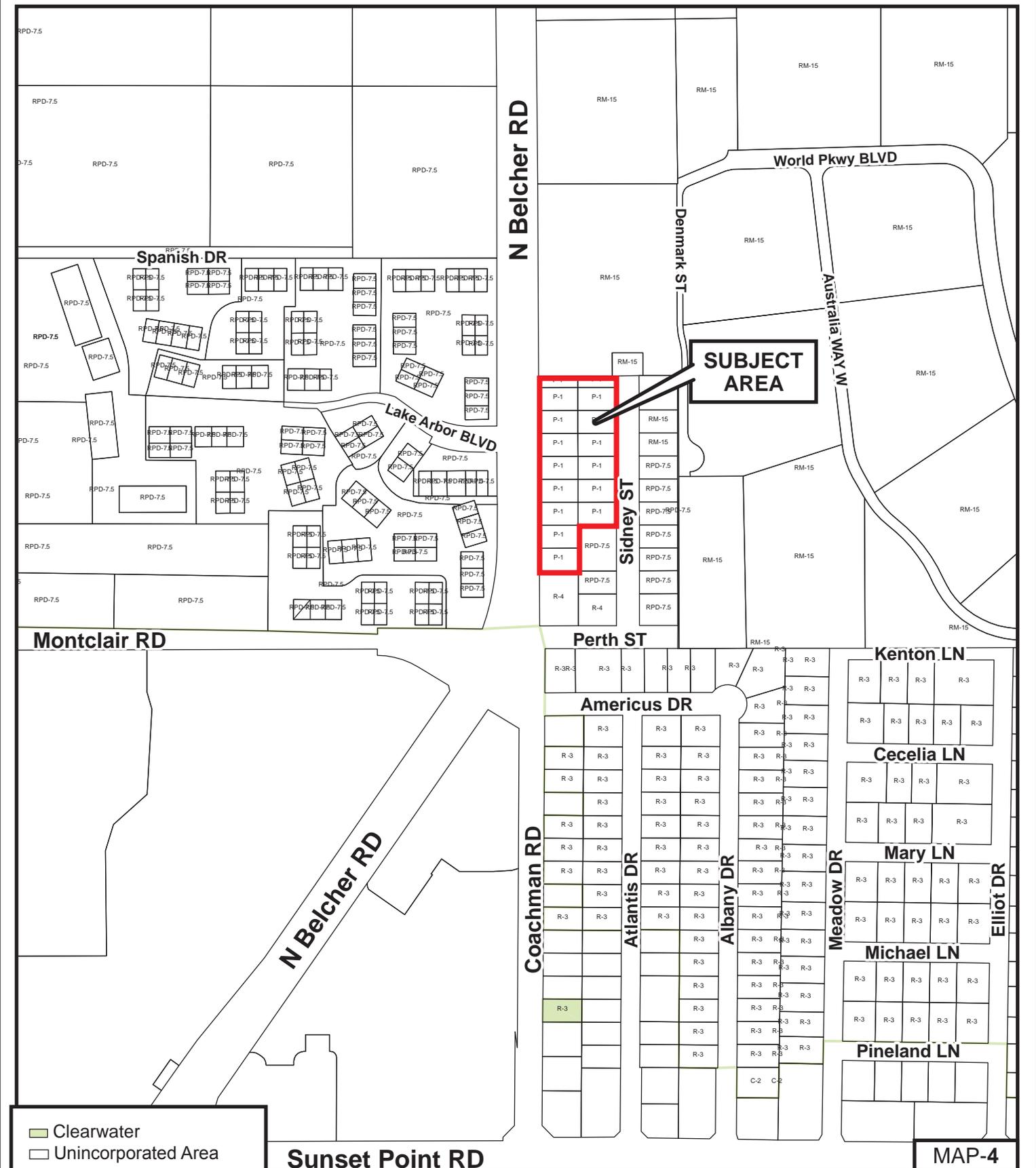
**DA-10-5-15**

Reinstatement of an expired development agreement.

Parcel I.D. 06/29/16/86454/000/0081, 0090, 0100, 0110-0160 & 0230-0290

Prepared by: Pinellas County Planning Department April 2015





Clearwater  
 Unincorporated Area

**Sunset Point RD**

**MAP-4**

<b>DA-10-5-15</b>	Reinstatement of an expired development agreement.		
Parcel I.D. 06/29/16/86454/000/0081, 0090, 0100, 0110-0160 & 0230-0290		Prepared by: Pinellas County Planning Department April 2015	

This instrument prepared by and  
After recording returned to:  
E. D. Armstrong III, Esq.  
Hill Ward Henderson, P.A.  
3700 Bank of America Plaza  
101 E. Kennedy Blvd.  
Tampa, FL 33602

## **DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is dated the \_\_\_\_ day of \_\_\_\_\_, 2015, effective as provided in Section 5 of this Agreement, and entered into between Countryside Property Principals, LLC, a Florida limited liability company (“Developer”), and Pinellas County, Florida, a political subdivision of the State of Florida acting through its Board of County Commissioners, the governing body thereof (“County”).

### **RECITALS:**

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. Z&N Properties VI, LLC, a Florida limited liability company, formerly known as Belcher Place, LLC, a Florida limited liability company (“Owner”) owns approximately 2.12 acres of real property (“Property”) M.O.L. located between Belcher, Perth and Sidney Roadways, in the unincorporated area of the County, more particularly described on Exhibit “A” attached hereto.

D. Pressman & Associates, Inc., predecessor in title to Owner, entered into that certain Development Agreement dated March 20, 2006 and recorded in the Public Records of Pinellas County at Official Records Book 1505, page 1595 on March 23, 2006 (“Original Development Agreement”). Developer has a contract to purchase the Property from the Owner contingent on the approval of this Agreement.

E. In conjunction with and in consideration for the approval of the Original Development Agreement, the County effectuated a land use plan amendment on the Property to its existing land use designation of ROG and zoning designation of P-1.

F. Developer proposes to develop the Property consistent with the Original Development Agreement and this Agreement, and as generally shown on the concept plan attached hereto as Exhibit “B” (“Concept Plan”).

G. The County and Developer have determined that it would be mutually beneficial to enter into this Agreement governing the matters set forth herein and have negotiated this Agreement in accordance with the Code and the Act.

H. The County has found that the terms of this Agreement, and future development orders associated with 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 as 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; Developer is the equitable owner of the Property by virtue of its contract to purchase. The obligations of the parties herein are contingent upon the conveyance of title to the Developer or its designees.

SECTION 5. EFFECTIVE DATE/DURATION OF THIS AGREEMENT.

5.1 This Agreement shall become effective as provided for by the Act.

5.2 This Agreement shall continue in effect until terminated as defined herein but for a period not to exceed five (5) years. Once the development entitlements available to the Property are utilized for the development proposed in Section 6.1.3 below, the obligations of Developer shall be irrevocable except by mutual agreement of all parties.

SECTION 6. OBLIGATIONS UNDER THIS AGREEMENT.

6.1 Obligations of Developer

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

6.1.2. Development Review Process. It is understood by the Developer that the County's approval of this Agreement does not constitute site plan or permit approval of the development set forth on the Concept Plan. At the time of development of the Property, Developer will submit such applications and documentation as are required by law and shall comply with the Code applicable at the time of development review.

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

- 6.1.3.1 There will be no vehicle access to the rear of the site onto Sidney Avenue or onto Perth Street. All vehicular access points will be from Belcher Road.
- 6.1.3.2 There will be a 10' "park" or additional buffer area left to the Sidney Street residents. This "park" would be located running along the abutting West side of the sidewalk, of which is located on the West side of Sidney Street.
- 6.1.3.3 There will be a 50' building setback from Sidney Street for buildings and structures. This will not include fencing, walls, landscaping or other similar type structures commonly found along a property line serving as a buffer, of which the type would be chosen and directed by the Sidney Avenue residents.
- 6.1.3.4 There will be no schools (public or private), day care uses, funeral homes, churches or bed and breakfast uses permitted.
- 6.1.3.5 The maximum height of any structure is two (2) stories.
- 6.1.3.6 There will be no dumpsters located along Sidney Street.
- 6.1.3.7 Windows that face onto Sidney Street must be opaque or placed above eye level.
- 6.1.3.8 The required linear buffer line between the project and the 10' linear "park" will be an open type wrought iron fence with a 3' shrub line to the inside of the fence. There will be oak trees placed every 25' at a minimum 7' high at the time of planting.

6.1.4. Recording of Deed Process. Prior to the approval of a site plan or issuance of a development permit for the Property, Developer shall cause a deed restriction to be recorded in the official records of Pinellas County, Florida encumbering the Property and deliver a copy of

such recorded deed restriction to the Director of the County Planning 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. County will approve preliminary and final site plans for the Property that are consistent with the Concept Plan, Comprehensive Plan and that meet the requirements of the Code.

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 the concurrency ordinance provisions applicable at the time of development approval. With respect to transportation, the concurrency provisions for the proposed development have been met.

- 7.1 Potable water from Pinellas County.
- 7.2 Sewer service from City of Clearwater.
- 7.3 Fire protection from the City of Clearwater.
- 7.4 Drainage facilities for the parcel will be provided by Developer.
- 7.5 Emergency Medical Services (EMS) from Pinellas County.

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 County may initiate a land use plan amendment to Residential Low and change in zoning designation to RM-15 and RPD-7 as specified on the official zoning map of the County at the time of adoption of the Original Development Agreement. Developer agrees to cooperate and not contest any administrative procedures necessary to implement restoration of the land use

and zoning designations as was contemplated by the parties to the Original Development Agreement. This obligation survives the termination of the Agreement for the time necessary to accomplish the redesignations.

10.2 If Developer's obligations set forth in this Agreement are not followed in a timely manner, as determined by the County Administrator, after notice to Developer and an opportunity to be heard, existing permits shall be administratively suspended and issuance of new permits suspended until Developer 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 Developer and an opportunity for Developer to be heard.

#### SECTION 11. OTHER TERMS AND CONDITIONS.

11.1 Except in the case of termination, until five (5) years after the date of this Agreement, the Property shall not be subject to downzoning, unit density reduction or intensity reduction, unless the local government has held a public hearing and determined:

11.1.1 That substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement; or

11.1.2 This Agreement is based on substantially inaccurate information provided by Developer; or

11.1.3 That the change is essential to the public health, safety or welfare.

SECTION 12. COMPLIANCE WITH LAW. The failure of this Agreement to address any particular permit, condition, term or restriction shall not relieve Developer 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 Developer:           Countryside Property Principals, LLC  
                                  Attn: Dr. Bruce Levine  
                                  2402 Baywood Drive W.  
                                  Dunedin, FL 34698

With a Copy to:           Hill Ward Henderson  
                                  Attn: E. D. Armstrong III  
                                  3700 Bank of America Plaza  
                                  101 E. Kennedy Blvd.

Tampa, FL 33602

If to County: Pinellas County Attorney's Office  
315 Court Street  
Clearwater, FL 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 (3<sup>rd</sup>) 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. Developer will not be deemed to have failed to comply with the terms of this Agreement until Developer 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. Developer 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, a statement evidencing such completion, revocation or termination shall be signed by the parties hereto and recorded in the official records of the County.

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 the plural shall include the singular, and any reference in this Agreement to Developer includes Developer's successors or assigns. This Agreement was the production of negotiations between representatives for the County and Developer 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 constitute one and the same instrument.

*(End of Substantive Provisions; Signature Page follows)*

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

**DEVELOPER:**

WITNESSES:

Countryside Property Principals, a Florida limited liability company

\_\_\_\_\_  
Print Name:\_\_\_\_\_

By:\_\_\_\_\_  
Print Name: Bruce Levine  
Title: Manager

\_\_\_\_\_  
Print Name:\_\_\_\_\_

STATE OF FLORIDA     )  
  )  
COUNTY OF PINELLAS    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Bruce Levine, as Manager of Countryside Property Principals, LLC, a Florida limited liability company, who is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

Typed, printed or stamped name:

My Commission Expires:

**COUNTY:**

Ken Burke, Clerk of the Circuit Court

Pinellas County Board of County Commissioners

By:\_\_\_\_\_  
Deputy Clerk

By:\_\_\_\_\_  
John Morrone, Chairman

By:\_\_\_\_\_  
Name and Title:\_\_\_\_\_

**EXHIBIT A**

**Legal Description of Property**

**The South 35 feet of Lot 8 and all of Lots 9, 10, 11, 12, 13, 14, 15, 16, 23, 24, 25, 26, 27, 28 and the South 35 feet of Lot 29, of SUN GLO PARK, according to the map or plat thereof recorded in Plat Book 54, Page 64, of the public records of Pinellas County, Florida.**

**EXHIBIT “B”  
Concept Plan**



1. Owner: Z+N Properties  
Mailing Address: 2454 McMullen Booth Rd, Suite 605  
City: CLEARWATER State: FL Zip Code: 33759 Daytime Phone: ( )  
Email: \_\_\_\_\_

2. Representative's Name: Todd Pressman  
Company Name: Pressman + Assoc  
Mailing Address: 334 East Lake Rd, Suite #102  
City: Palm Harbor State: FL Zip Code: 34685 Daytime Phone: (727) 804-1260  
Email: Todd@Pressmaninc.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.

Edward A. ZBella, Manager  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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: Reinstatement of Expired D.A.

5. Location of subject property (street address): VACANT

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

SEE ATTACHED

7. Size of Property: \_\_\_\_\_ feet by \_\_\_\_\_ feet, \_\_\_\_\_ acres

8. Present zoning classification: P-1

9. Present Land Use Map designation: R106

10. Date subject property acquired: \_\_\_\_\_

11. Existing structures and improvements on subject property:

VACANT

12. Proposed structures and improvements will be:

OFFICE

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).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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  No

If so, give complete legal description of contiguous property:

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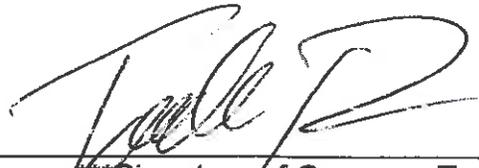
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16. The following data and exhibits must be submitted with this application and they become a permanent part of the public records:

- a) Plat, if it will have particular bearing on the subject application.
- 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 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.



Todd Pressman, President, Pressman & Associates, Inc. Authorized Agent

Agent

Z4N Protection, LLC

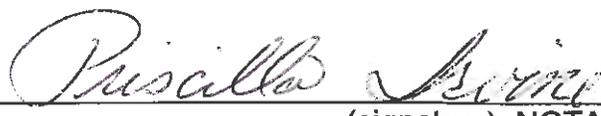
Date: 3-24-2015

STATE OF FLORIDA, COUNTY OF PINELLAS

Before me this 24 day of March, 20 15

personally appeared Todd Pressman

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



(signature) NOTARY PUBLIC



Priscilla Irvine  
Notary Public  
State of Florida

My Commission Expires 08/12/2016  
Commission No. EE184758

(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).

TransContinental Title Company  
2605 Enterprise Road, Suite 300  
Clearwater, FL 33759  
Phone (800) 789-2240  
Fax (800) 789- 2844

**CERTIFICATE OF OWNERSHIP**

Prepared for:  
Pressman & Associates, Inc.  
28870 US Hwy 19  
Clearwater, FL 33761

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**EFFECTIVE DATE: APRIL 1, 2005**

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**OWNER OF RECORD**

LEISURE HILLS, INC., A FLORIDA CORPORATION

BY DEED FROM FRANCES M. DINGUS, PERSONAL REPRESENTATIVE OF THE ESTATE OF HENRY DINGUS, JR., DATED NOVEMBER 1, 1990, RECORDED NOVEMBER 7, 1990 IN OFFICIAL RECORDS BOOK 7421, PAGE 1747, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

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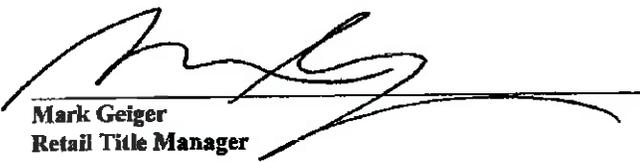
**LEGAL DESCRIPTION**

THE SOUTH 35 FEET OF LOT 8 AND ALL OF LOTS 9, 10, 11, 12, 13, 14, 15, 16, 23, 24, 25, 26, 27 AND 28, AND THE SOUTH 35 FBET OF LOT 29, SUN GLO PARK, AS THE SAME APPEARS OF RECORD IN PLAT BOOK 54 AT PAGE 64, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

**PARCEL NUMBERS:**

06-29-16-86454-000-0081  
06-29-16-86454-000-0090  
06-29-16-86454-000-0100  
06-29-16-86454-000-0110  
06-29-16-86454-000-0120  
06-29-16-86454-000-0130  
06-29-16-86454-000-0140  
06-29-16-86454-000-0150  
06-29-16-86454-000-0160  
06-29-16-86454-000-0230  
06-29-16-86454-000-0240  
06-29-16-86454-000-0250  
06-29-16-86454-000-0260  
06-29-16-86454-000-0270  
06-29-16-86454-000-0280  
06-29-16-86454-000-0290

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Mark Geiger  
Retail Title Manager

Notice: The information provided herein is the result of researching Public Records and should not be considered as an opinion of title, title guarantee or title insurance policy. This information is not intended nor should it be construed to create any rights in any third party.

## Cueva, John

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**From:** Todd Pressman [todd@pressmaninc.com]  
**Sent:** Friday, March 27, 2015 10:58 AM  
**To:** Cueva, John  
**Subject:** Re: RE:

From the Secretary of State - let me know if u need anything else - thx:

### **Florida Limited Liability Company**Z&N PROPERTIES VI, LLC

#### **Filing Information**

Document NumberL06000012324FEI/EIN Number262138126Date Filed02/02/2006StateFLStatusACTIVELast EventLC  
NAME CHANGEEvent Date Filed10/06/2009Event Effective DateNONE

#### **Principal Address**

2454 MCMULLEN BOOTH ROAD, SUITE 605  
CLEARWATER, FL 33759

#### **Mailing Address**

2454 MCMULLEN BOOTH ROAD, SUITE 605  
CLEARWATER, FL 33759

#### **Registered Agent Name & Address**ZBELLA, EDWARD A

2454 MCMULLEN BOOTH ROAD, SUITE 605  
CLEARWATER, FL 33759

Name Changed: 09/23/2009

Address Changed: 09/23/2009

#### **Authorized Person(s) Detail**Name & Address

Title MGR

ZBELLA, EDWARD A  
2454 MCMULLEN BOOTH ROAD  
CLEARWATER, FL 33759

#### **Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2013	01/22/2013
2014	06/16/2014
2015	01/15/2015

#### **Document Images**

[01/15/2015 -- ANNUAL REPORT](#) [View image in PDF format](#)

[06/16/2014 -- ANNUAL REPORT](#) [View image in PDF format](#)

[01/22/2013 -- ANNUAL REPORT](#) [View image in PDF format](#)

[01/04/2012 -- ANNUAL REPORT](#) [View image in PDF format](#)

[01/19/2011 -- ANNUAL REPORT](#) [View image in PDF format](#)

Todd Pressman  
Pres. Pressman & Assoc., Inc,  
334 East Lake Road, #102  
Palm Harbor, Fl 34685  
Ph. 727-804-1760  
Email: [Todd@Pressmaninc.com](mailto:Todd@Pressmaninc.com)  
Fx. 1-888-977-1179  
Web: WWW. [Pressmaninc.com](http://Pressmaninc.com)

On Mar 27, 2015, at 10:53 AM, Cueva, John <[jcueva@co.pinellas.fl.us](mailto:jcueva@co.pinellas.fl.us)> wrote:

I need a list of the corporate officers for Z & N please.

**John Cueva**  
**Zoning Manager**  
**440 Court Street**  
**4th Floor**  
**Clearwater, Fl. 33756**  
Pinellas County Planning (Strategic Planning & Initiatives)  
(727) 464-3585  
Fax (727) 464-3585  
[jcueva@pinellascounty.org](mailto:jcueva@pinellascounty.org)  
*All government correspondence is subject to the public records law.*

---

**From:** Todd Pressman [<mailto:pressinc@aol.com>]  
**Sent:** Friday, March 27, 2015 10:52 AM  
**To:** Cueva, John  
**Subject:** Re:

Got it

Todd Pressman  
Pres. Pressman & Assoc., Inc,  
334 East Lake Road, #102  
Palm Harbor, Fl 34685  
Ph. 727-804-1760  
Email: [Todd@Pressmaninc.com](mailto:Todd@Pressmaninc.com)  
Fx. 1-888-977-1179  
Web: WWW. [Pressmaninc.com](http://Pressmaninc.com)

On Mar 27, 2015, at 10:30 AM, Cueva, John <[jcueva@co.pinellas.fl.us](mailto:jcueva@co.pinellas.fl.us)> wrote:

test

**John Cueva**

**Zoning Manager**

Planning Dept Employee

Pinellas County Building & Development Review Services

440 Court Street

Phone (727) 464-3585

Fax (727) 453-3256 [jcueva@pinellascounty.org](mailto:jcueva@pinellascounty.org)

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[<image001.gif><image002.gif><image003.gif><image004.gif>](#)

[www.pinellascounty.org](http://www.pinellascounty.org)

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IP: 2006105041 BK: 15005 PG: 1595, 03/23/2006 at 08:55 AM, RECORDING 8 KEN  
BORKE, CLERK OF COURT PINELLAS COUNTY, FL BY DEPUTY CLERK: CLKDMC9

### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("AGREEMENT") is dated Mar. 20, 2006, effective as provided in Section 5 of this Agreement, and entered into between Pressman & Associates, Inc.(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").

#### RECITALS:

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 owns approximately 2.12 acres of real property ("PROPERTY") M.O.L., located between Belcher, Perth and Sidney Roadways, in the unincorporated area of the County, more particularly described on Exhibit "A" attached hereto.

D. OWNER desires to develop the PROPERTY as P-1 office use, generally consistent with the concepts as indicated in the CODE.

E. The PROPERTY has a land use designation of Residential Low and is zoned RM-15 and RPD-7.5. OWNER has requested that a land use designation of ROG and zoning designation of P-1 be placed on the PROPERTY.

I. 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.

J. The COUNTY has found that the terms of, and future development orders associated with, 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 combined 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:

PINELLAS COUNTY FL OFF. REC. BK 15005 PG 1596

**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 a land use designation of residential/Office General and a zoning designation of P-1 as requested.

5.2 This AGREEMENT shall continue in effect until terminated as defined herein but for a period not to exceed five (5) years. Once the development entitlements available to the PROPERTY is utilized for the development proposed in 6.1.3 below, the obligations of OWNER shall be irrevocable except by mutual agreement of all parties.

**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 It is understood by the OWNER that the COUNTY's approval of this AGREEMENT does not constitute site plan or permit approval of the development set forth on the CONCEPT PLAN. As the time of development of the PROPERTY, OWNER will submit such applications and documentation as are required by law and shall comply with the CODE applicable at the time of development review.

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

6.1.3.1 There will be no vehicle access to the rear of the site onto Sidney Avenue or onto Perth Street. All vehicular access points will be from Belcher Road.

6.1.3.2 There will be a 10' "park" or additional buffer area left to the Sidney Street residents. This "park" would be located running along the abutting West side of the sidewalk, of which is located on the West side of Sidney Street.

PINELLAS COUNTY FL OFF. REC. BK 15005 PG 1597

- 6.1.3.3 There will be a 50' building setback from Sidney Street for buildings and structures. This will not include fencing, walls, landscaping or other similar type structures commonly found along a property line serving as a buffer, of which the type would be chosen and directed by the Sidney Avenue residents.
- 6.1.3.4 There will be no schools (public or private), day care uses, funeral homes, churches or bed and breakfast uses permitted.
- 6.1.3.5 The maximum height of any structure is 2 stories.
- 6.1.3.6 There will be no dumpsters located along Sidney Street.
- 6.1.3.7 Windows that face onto Sidney Street must be opaque or placed above eye level.
- 6.1.3.8 The required linear buffer line between the project and the 10' linear "park" will be a open type wrought iron fence with a 3' shrub line to the inside of the fence. There will be oak trees placed every 25' at 7' high.

6.1.4 Recording of Deed Process Prior to issuance of a building permit for the PROPERTY, OWNER shall record a 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 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 COUNTY amends the land use plan and zoning designation for the PROPERTY as set forth in Recital E above.

6.2.2 COUNTY will approve preliminary and final site plans for the PROPERTY that are consistent with the Comprehensive Plan and that meet the requirements of the CODE.

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 the concurrency ordinance provisions applicable at the time of development approval. With respect to transportation, the concurrency provisions for the proposed development have been met.

- 7.1. Potable water from Pinellas County.
- 7.2. Sewer service from City of Clearwater
- 7.3. Fire protection from the City of Clearwater.
- 7.4. Drainage facilities for the parcel will be provided by OWNER.
- 7.5. Emergency Medical Services (EMS) from Pinellas County.

PINELLAS COUNTY FL OFF. REC. BK 15005 PG 1598

**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 the Section 10.2, the PROPERTY shall return to its zoning designations. OWNER agrees to cooperate and not contest any administrative procedures necessary to implement restoration of the previous zoning and land use designations.

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 timely to 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**

11.1. Except in the case of termination, until five (5) years after the date of this AGREEMENT, the PROPERTY shall not be subject to downzoning, unit density reduction, or intensity reduction, unless the local government has held a public hearing and determined:

- 11.1.1 That substantial changes have occurred in pertinent conditions existing at the time of approval of this AGREEMENT; or
- 11.1.2 This AGREEMENT is based on substantially inaccurate information provided by OWNER; or
- 11.1.3 That the change is essential to the public health, safety or welfare.

**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):

PINELLAS COUNTY FL OFF. REC. BK 15005 PG 1599

If to OWNER: Premium & Associates, Inc.  
28870 U.S. Highway 19, N., #300  
Clearwater, FL 33761

If to COUNTY: Pinellas County Board of County Commissioners  
c/o County Administrator  
315 Court St.  
Clearwater, FL 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 (3<sup>rd</sup>) 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, a statement evidencing such completion, revocation or termination shall be signed by the parties hereto and recorded in the official records of the COUNTY.

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.

PINELLAS COUNTY FL OFF. REC. BK 15005 PG 1600

**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 constitute 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

PINELLAS COUNTY FL OFF. REC. BK 15005 PG 1601

WITNESSES:

[Signature]  
Printed Name: John F. Cusack

[Signature]  
Printed Name: Todd Pressman, President

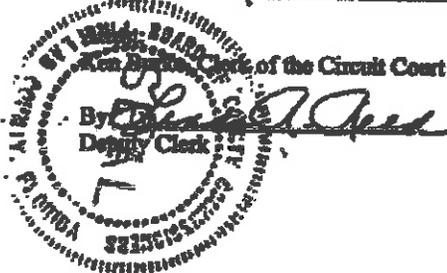
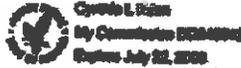
[Signature]  
Printed Name: Cynthia L. Edon

STATE OF FLORIDA:

COUNTY OF PINELLAS:

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of March, 2006, by Todd Pressman, President, Pressman & Associates, Inc., who is personally known to me. Presented FL Doc # PLAS. 500-50-183.0

Notary Public [Signature]  
Print Name: Cynthia L. Edon



Pinellas County Board of County Commissioners  
By: [Signature]  
Kenneth T Welch, Chairman

Approved as to form:  
By: [Signature]  
James Bennett Chief Asst. County Attorney

PINELLAS COUNTY FL OFF. REC. BK 15005 PG 1602

**Exhibit A**

The south 35 ft. of lot 8 and all of lots 9, 10, 11, 12, 13, 14, 15, 16, 23, 24, 25, 26, 27 and 28, and the south 35 ft of lot 29, SUN GLO PARK.

18.50  
10,500.00  
10,518.50

Prepared by and return to:  
Charles H. Carver, Esq.  
Ward Rovell, P.A.  
101 E. Kennedy Blvd., Suite 4100  
P.O. Box 71  
Tampa, Florida 33601-0071

(Space Above This Line For Recording Data)

**WARRANTY DEED**

THIS INDENTURE is made and executed this 24 day of February, 2006, between **PRESSMAN & ASSOCIATES, INC.**, a Florida corporation (hereinafter referred to as the "**Grantor**"), and **BELCHER PLACE, LLC**, a Florida limited liability company (hereinafter referred to as the "**Grantee**"), whose post office address is 2454 McMullen Booth Road, Suite 605, Clearwater, Florida 33759. (Wherever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns.)

**WITNESSETH:**

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, and does hereby grant, bargain and sell to Grantee, the following described lands located in Pinellas County, Florida (the "**Property**"), to-wit:

The South 35 feet of Lot 8 and all of Lots 9, 10, 11, 12, 13, 14, 15, 16, 23, 24, 25, 26, 27, 28 and the South 35 feet Lot 29, of SUN GLO PARK, according to the map or plat thereof recorded in Plat Book 54, Page 64, of the public records of Pinellas County, Florida.

**TOGETHER WITH** all easements, hereditaments and appurtenances belonging thereto, all strips and gores, if any, between the Property and abutting properties and all buildings and improvements thereon, if any.

**TO HAVE AND TO HOLD** the same in fee simple forever.

Grantor hereby covenants with Grantee that, subject to and except for (i) ad valorem taxes and other governmental assessments for the year 2006 and subsequent years thereto, and (ii) matters appearing on the plat of Sun Glo Park recorded in Plat Book 54, page 64 of the Public Records of Pinellas County, Florida, Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first written above.

Signed, sealed and delivered in our presence as witnesses:

PRESSMAN & ASSOCIATES, INC., a Florida corporation

Gail E Payne  
Print Name: GAIL E PAYNE

By: Todd Pressman  
Todd Pressman, its President

Charles H. Carver  
Print Name: Charles H. Carver  
As to Grantor

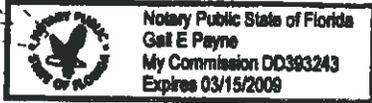
28870 U.S. Highway 19 N.  
Suite 300  
Clearwater, Florida 33761

STATE OF FLORIDA )  
COUNTY OF Hillsborough )

THE FOREGOING INSTRUMENT was acknowledged before me this 22 day of February, 2006, by Todd Pressman, as the President of PRESSMAN & ASSOCIATES, INC., a Florida corporation, on behalf of the corporation. He  is personally known to me, or  produced \_\_\_\_\_ as identification. I am a Notary Public of the State of Florida, and my commission expires on 3-15, 2009

Gail E Payne  
Print or Stamp Name: \_\_\_\_\_  
Notary Public  
My serial number is: \_\_\_\_\_

(NOTARIAL SEAL)



203531





# Pressman and Assoc., Inc.

Governmental and Public Affairs

334 Eastlake Road, Suite #102, Palm Harbor, FL 34684

Fx. (888) 977-1179, CELL. 727-804-1760, E-MAIL, Todd@Pressmaninc.com

## LETTER OF AUTHORIZATION

To Pinellas County, Florida:

Please accept this letter of authority to allow Todd Pressman, of Pressman and Associates, Inc., to represent a Zoning/Land Use Amendment application and associated land use issues for the property under parcels under ownership of , Z&N PROPERTIES VI, LLC, located at the North East corner of Belcher Road and Perth Street.

Thank you.

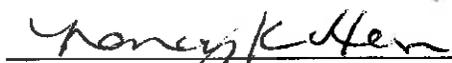
  
Authorized Officer,  
Z&N PROPERTIES VI, LLC  
Edward A. Zbella, MGR.

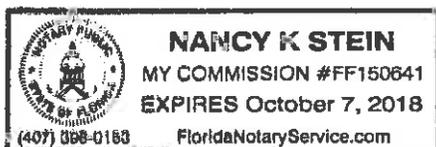
State of: Florida

County of: Pinellas

Before me personally appeared Edward Zbella, and  
\_\_\_\_\_ who, being duly sworn, swears and affirms that the  
above information is true to the best of his/her knowledge.

Signed and sworn before me this 13<sup>th</sup> day of February, 2015, a.d., who I personally  
know or produced identification as \_\_\_\_\_.

  
Notary Public



CASE SUMMARY  
CASE NO. Z/LU-11-5-15  
(Quasi-Judicial)

PRC MEETING: April 14, 2015@9:00 AM-1<sup>st</sup> Floor, Planning Conf Room

LPA HEARING: May 14, 2015 @ 9:00 AM-5<sup>th</sup> Floor, Board Assembly Room

BCC HEARING: June 23, 2015 @ 6:00 PM-5<sup>th</sup> Floor, Board Assembly Room

PPC HEARING: August 12, 2015 @ 3:00 PM-5<sup>th</sup> Floor, Board Assembly Room

FINAL DETERMINATION BY: September 10, 2015

APPLICANT'S NAME: United Asset Holdings Commercial, LLC

REQUEST: Zone change from: A-E-W, Agricultural Estate Residential-  
Wellhead Protection Overlay  
to: IL-W, Institutional Limited-Wellhead Protection  
Overlay

Land Use change from: Residential Suburban  
to: Institutional

And a variance located approximately 506 feet away from an existing Assisted Living Facility where a distance of 1,200 feet is required and a variance to allow one parking space per three beds where one parking space per bed is required.

CASE DESCRIPTION: Approximately 2.471 acres of land for the purpose of establishing an Assisted Living Facility located at 721 East Lake Road in the unincorporated area of Tarpon Springs (15/27/16/00000/320/0100). A legal description is available in file upon request.

APPLICANT/ADDRESS: United Asset Holdings Commercial, LLC  
c/o Todd Pressman  
334 East Lake Road, #102  
Palm Harbor, FL 34685

REP/ADDRESS: Todd Pressman  
Pressman & Assoc.  
334 East Lake Road, #102  
Palm Harbor, FL 34685

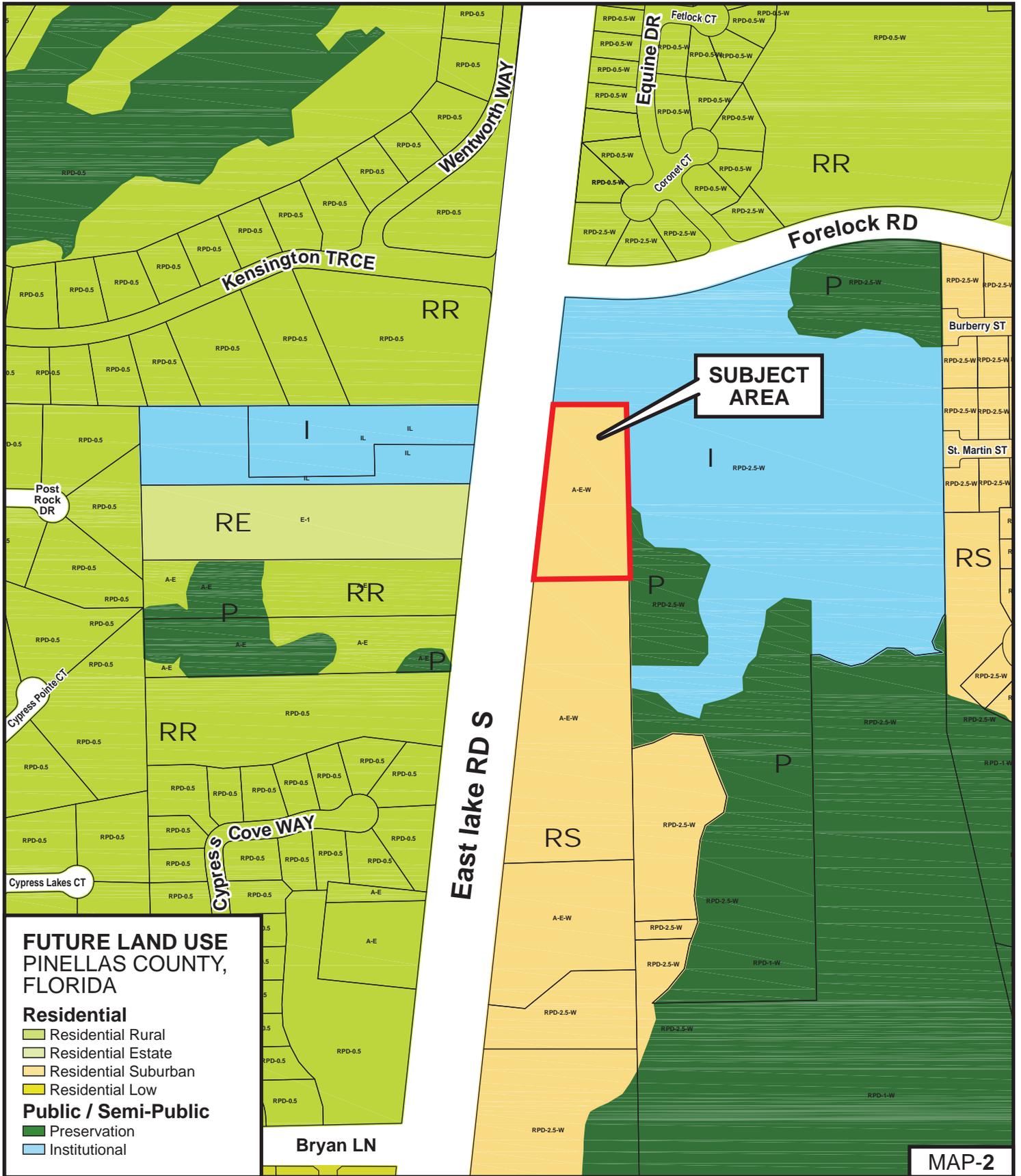
NOTICES SENT TO: United Asset Holdings Commercial, LLC, c/o Todd Pressman, Mike Meidel-  
Economic Development Council, DOT, Clint Herbic-Pinellas County School  
Board, BCC Office & Surrounding Owners

EXISTING USE: Closed Plant Nursery

PROPOSED USE: Assisted Living Facility

LAND USE: Residential Suburban

ZONING: A-E-W  
Z15-000006



**FUTURE LAND USE  
PINELLAS COUNTY,  
FLORIDA**

**Residential**

- Residential Rural
- Residential Estate
- Residential Suburban
- Residential Low

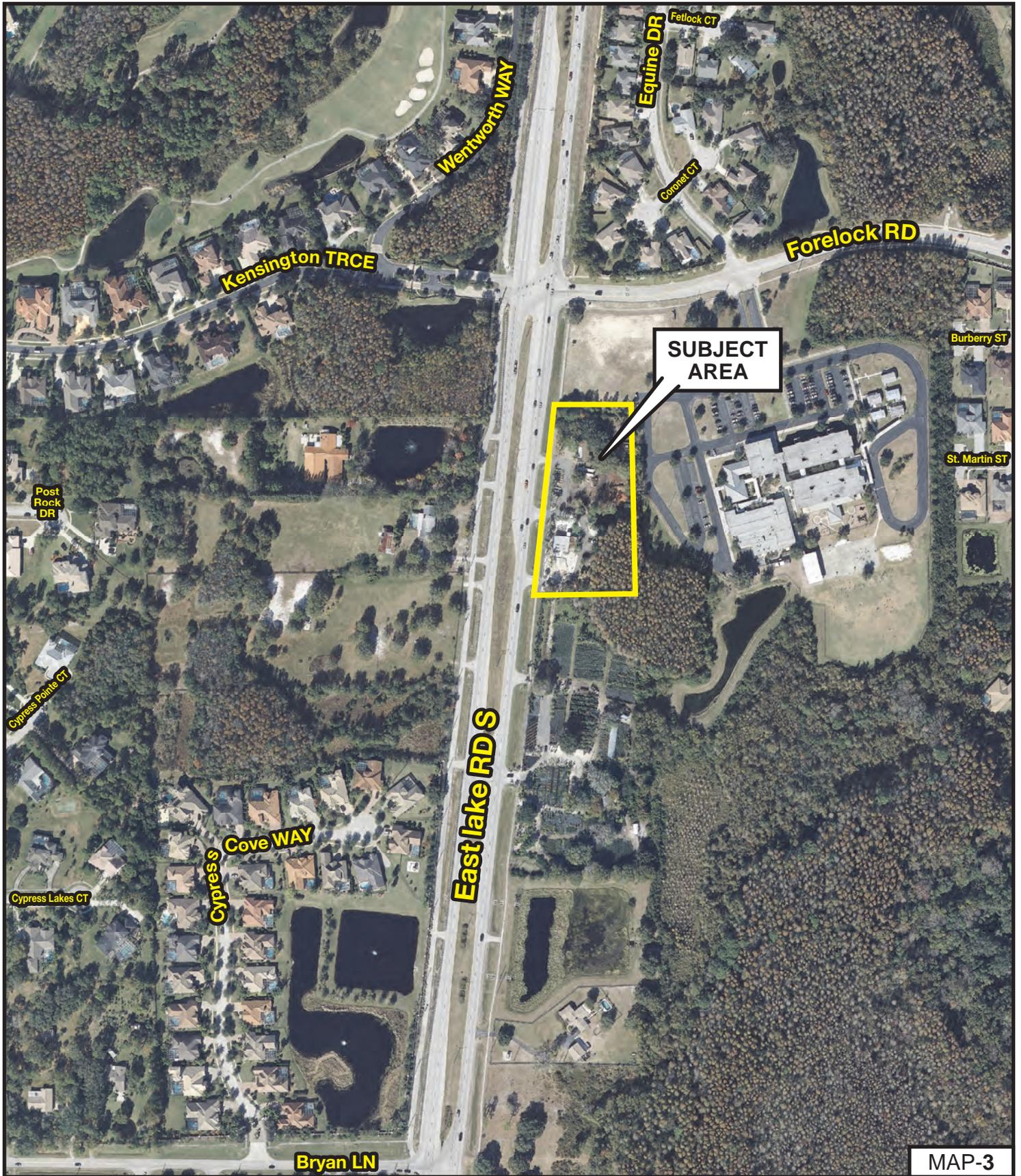
**Public / Semi-Public**

- Preservation
- Institutional

**Bryan LN**

**MAP-2**

<b>Z/LU-11-5-15</b>	<b>Zone change</b>	From: A-E-W, Agricultural Estate Residential-Wellhead Protection Overlay To: IL-W, Institutional Limited- Wellhead Protection Overlay	
	<b>Land Use change</b>	From: Residential Suburban To: Institutional	
<p>And a variance to located approximately 506 feet away from an existing Assisted Living Facility where a distance of 1,200 feet is required and a variance to allow one parking space per three beds where one parking space per bed is required.</p>			
<p>Parcel I.D. 15/27/16/00000/320/0100 Prepared by: Pinellas County Planning Department April 2015</p>			



MAP-3

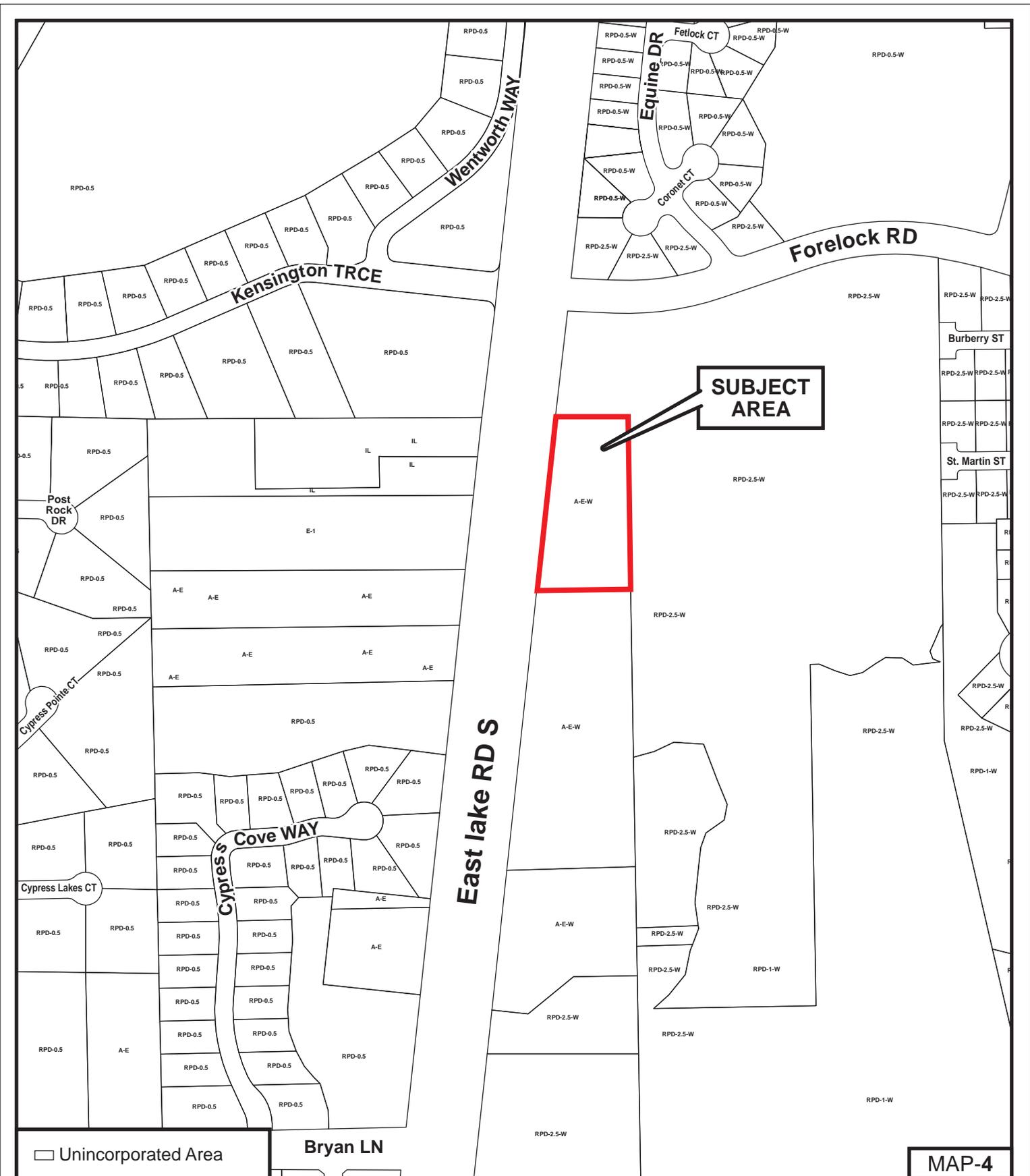
**Z/LU-11-5-15**

**Zone change** From: A-E-W, Agricultural Estate Residential-Wellhead Protection Overlay  
 To: IL-W, Institutional Limited- Wellhead Protection Overlay  
**Land Use change** From: Residential Suburban  
 To: Institutional

And a variance to located approximately 506 feet away from an existing Assisted Living Facility where a distance of 1,200 feet is required and a variance to allow one parking space per three beds where one parking space per bed is required.

Parcel I.D. 15/27/16/00000/320/0100  
 Prepared by: Pinellas County Planning Department April 2015





**Z/LU-11-5-15**

**Zone change** From: A-E-W, Agricultural Estate Residential-Wellhead Protection Overlay  
 To: IL-W, Institutional Limited- Wellhead Protection Overlay  
**Land Use change** From: Residential Suburban  
 To: Institutional

MAP-4

And a variance to located approximately 506 feet away from an existing Assisted Living Facility where a distance of 1,200 feet is required and a variance to allow one parking space per three beds where one parking space per bed is required.

Parcel I.D. 15/27/16/00000/320/0100  
 Prepared by: Pinellas County Planning Department April 2015



1. Owner: United Asset Holdings Commercial, LLC  
Mailing Address: Please use agent  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Daytime Phone: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

2. Representative's Name: Todd Pressman  
Company Name: Pressman & Assoc., Inc.  
Mailing Address: 334 East Lake Rd., #102  
City: Palm Harbor, FL State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Daytime Phone: (\_\_\_\_) 727 804-1760  
City: 34685  
Email: Todd @Pressmaninc.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.  
MARINO, JOHN, Title VP                      HERRERA, PEDRO A, VP  
OSTERMAYER, LARRY, VP                      Karen Chandler, Agent

Specify interest held: as noted  
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:  
Eroc and Cheryl Moore

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: rezoning FROM A-E-U TO IL + LAND USE AMENDMENT
5. Location of subject property (street address): 721 E Lake Rd, S. FROM RS TO FIRST, A VARIANCE TO ALLOW AN ALF 506 FT. FROM ANOTHER FACILITY + A VARIANCE TO ALLOW ONE PARKING SPACE PER THREE BEDS WHERE ONE SPACE PER BED IS REQ.
6. Legal Description of Property: (attach additional documents if necessary)

PART OF NW 1/4 OF SW 1/4 OF SEC 15-27-16 DESC BEG NE COR OF NW 1/4 OF SW 1/4 TH S00D58'51"E 471.53FT TH S89D01'09"W 256.50FT TO E R/W OF EAST LAKE RD TH N06D09'04"E 477.52FT TH N89D44'07"E 197.42FT TO POB CONT 2.47AC(C)

7. Size of Property: 196 feet by 477' feet, 2.47 acres
8. Present zoning classification: AEU proposed: IL
9. Present Land Use Map designation: Res Sub. proposed: Institutional
10. Date subject property acquired: 1/2014
11. Existing structures and improvements on subject property:  
1 old broken down commercial structure

12. Proposed structures and improvements will be:  
ALF

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).  
This is a proposed use that has lower trips and lower impacts. There will be no other access points other than East Lake Road; no subdivisions will be affected by access points. As a residential use, it will fit into the development pattern of the immediate area. What is proposed is a higher end user of the industry with a proven local record of 1st rate locations, 1st rate care and 1st rate and well presented buildings. There is a growing need for this use by public. There is another ALF located across East Lake Road, but with that roadway as a buffer and with that other facility located far off the roadway and well buffered it is determined there will not be any imposition.

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  No  
If so, give complete legal description of contiguous property:

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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.
- 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.

*Todd Pressman*  
Agent

\*\*\*Signature of Owner or Trustee

Signed by Todd Pressman, Pres., AGENT, Pressman & Assoc, Inc.

Date: 03/13/2015

STATE OF FLORIDA, COUNTY OF PINELLAS

Before me this 13 day of MARCH, 20 15

personally appeared Todd Pressman

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

*Scott C. Toweson*  
\_\_\_\_\_  
(signature) NOTARY PUBLIC



Scott C. Toweson

State of Florida (seal)

My Commission EE 202084

Expires May 24, 2016

\*\*\*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).

# PRESSMAN AND ASSOC., INC.

GOVERNMENTAL AND PUBLIC AFFAIRS

334 EASTLAKE ROAD, SUITE #102, PALM HARBOR, FL 34684

FX. (888) 977-1179, CELL. 727-804-1760, E-MAIL, TODD@PRESSMANINC.COM

## LETTER OF AUTHORIZATION

To Pinellas County, Florida:

Please accept this letter of authority to allow Todd Pressman, of Pressman and Associates, Inc., and Eric Moore, to represent a Zoning/Land Use Amendment application and associated land use issues for the property under parcel ID#: 15-27-16-00000-320-0100.

Thank you.

UNITED ASSET HOLDINGS COMMERCIAL LLC

By: Valley National Bank, a national banking association,  
successor by merger to 1<sup>st</sup> United Bank, its sole Manager

By: *Larry Ostermayer*  
Larry Ostermayer, its Vice President

State of: Florida  
County of: Palm Beach

Before me personally appeared Larry Ostermayer, a Vice President of Valley National Bank, a national banking association, successor by merger to 1<sup>st</sup> United Bank, the sole Manager of UNITED ASSET HOLDINGS COMMERCIAL LLC, who, being duly sworn, swears and affirms that the above information is true to the best of his/her knowledge.

Signed and sworn before me this 5<sup>th</sup> day of March, 2015, a.d., who I  personally know or [ ] produced identification as \_\_\_\_\_

*Melisa A. Kratz*  
Notary Public Melisa A. Kratz



# **Pressman and Assoc., Inc.**

Governmental and Public Affairs

334 eaSt lake Rd., #102 Palm Harbor, FL 34685

727-804-1760, Fx. (888) 977-1179

E-MAIL, Todd@Pressmaninc.com

## **721 East Lake Road** **Proposed ALF – Filing Amendment**

This is a request to formally submit two variances with this application.

1) Variance to reduce to distance between two ALF's. 1000' is required. 506' MOL is proposed to exist between the uses.

There are several critical issues here. The first is that both sites are separated by a very wide, 4 lane, buffered & grass divided highway. The right of way is as wide as a six lane roadway – almost 200' itself. This physical barrier is a substantial buffer between the uses. Second, because of this separation, the two uses are not located in any same subdivision-like development, of which it is understood was the main generator of the County's separation requirement discussed here. Further, neither operation is located in any residential subdivision and exists as free standing uses.

The ALF located on the West side of the highway is located far off the roadway and nestled deep into a wooded and secluded spot. It is not visible from the roadway.

There will be a difference in the type of care provided at the two facilities. The proposed facility will have a higher & more extensive level of care and the associated license to provide that care. Technically that would be an EEC license versus not having an ECC license – Extended Congregate Care. The proposed facility will have a greater level of amenities and room sizes. The proposed site will not have residents who drive vehicles.

2) Variance to reduce the parking requirement from 1 space per each bed, to allow 1 parking space per each 3 beds.

The parking demand a facility of this nature is more than adequate at the lower level and we will provide a traffic expert's opinion and data on this issue. This is also based on the fact that the residents at this facility will not be driving vehicles.

Thank you for your consideration.

# **Pressman and Assoc., Inc.**

Governmental and Public Affairs

334 eaSt lake Rd., #102 Palm Harbor, FL 34685

727-804-1760, Fx. (888) 977-1179

E-MAIL, [Todd@Pressmaninc.com](mailto:Todd@Pressmaninc.com)

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS**Detail by Entity Name****Florida Limited Liability Company**

UNITED ASSET HOLDINGS COMMERCIAL, LLC

**Filing Information**

<b>Document Number</b>	L09000003785
<b>FEI/EIN Number</b>	270838490
<b>Date Filed</b>	01/12/2009
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	LC AMENDMENT AND NAME CHANGE
<b>Event Date Filed</b>	08/02/2011
<b>Event Effective Date</b>	NONE

**Principal Address**ONE NORTH FEDERAL HIGHWAY  
BOCA RATON, FL 33432

Changed: 04/22/2011

**Mailing Address**ONE NORTH FEDERAL HIGHWAY  
BOCA RATON, FL 33432

Changed: 04/22/2011

**Registered Agent Name & Address**CHANDLER, KAREN  
1700 PALM BEACH LAKES BLVD  
SUITE 650  
WEST PALM BEACH, FL 33401

Name Changed: 04/22/2011

Address Changed: 04/22/2011

**Authorized Person(s) Detail****Name & Address**

Title MGR

1ST UNITED BANK  
ONE NORHT FEDERAL HWY  
BOCA RATON, FL 33432

Title P

MARINO, JOHN  
1700 PALM BEACH LAKES BLVD SUITE 650  
WEST PALM BEACH, FL 33401

[Home](#) [Contact Us](#) [E-Filing Services](#) [Document Searches](#) [Forms](#) [Help](#)

Title VP

HERRERA, PEDRO A  
1700 PALM BEACH LAKES BLVD SUITE 650  
WEST PALM BEACH, FL 33401

Title VP

OSTERMAYER, LARRY  
1700 PALM BEACH LAKES BLVD SUITE 650  
WEST PALM BEACH, FL 33401

**Annual Reports**

Report Year	Filed Date
2012	04/25/2012
2013	04/26/2013
2014	04/07/2014

**Document Images**

<a href="#">04/07/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/26/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/25/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/02/2011 -- LC Amendment and Name Change</a>	<a href="#">View image in PDF format</a>
<a href="#">07/13/2011 -- LC Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">04/22/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/26/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/08/2009 -- LC Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">01/12/2009 -- Florida Limited Liability</a>	<a href="#">View image in PDF format</a>

# **Buchanan Ingersoll & Rooney PC**

KNOW GREATER PARTNERSHIP

**Thomas J. Hunt**  
Direct Dial: 813 222 3063  
tom.hunt@bipc.com

501 East Kennedy Blvd., Suite 1700  
Tampa, Florida 33602  
T 813 228 7411  
F 813 229 8313  
www.bipc.com

March 11, 2015

RE: Certificate of Ownership  
Parcel No. 15-27-16-00000-320-0100  
Property Address: 721 E Lake Road South, Tarpon Springs, Florida 34688

To Whom It May Concern:

The undersigned represents Eric Moore, the prospective buyer of the subject property described above. Based upon my personal knowledge gained through a review of the Pinellas County Property Appraiser's records and the Official Records of Pinellas County Clerk of Court and attached hereto as Exhibit "A" and Exhibit "B" respectively, without conducting a formal title search, United Asset Holdings Commercial LLC, a Florida limited liability company, is the owner of the subject property described above.

Sincerely,

BUCHANAN INGERSOLL & ROONEY PC



Thomas J. Hunt

enclosures

[Interactive Map of this parcel](#) [Sales Query](#) [Back to Query Results](#) [New Search](#) [Tax Collector](#) [Home Page](#) [Contact Us](#) [WM](#)

**15-27-16-00000-320-0100**

**Compact Property Record Card**

[Portability Calculator](#)

**Data Current as of  
 March 11, 2015**

[Email](#) [Print](#)

[Radius Search](#)

[Improvement Value per F.S. 553.844](#)

<u>Ownership/Mailing Address Change</u> <u>Mailing Address</u>	<u>Site Address</u>
UNITED ASSET HOLDINGS COMMERCIAL LLC 1700 PALM BEACH LAKES BLVD STE 650 WEST PALM BEACH FL 33401-2026	721 E LAKE RD S (Unincorporated)



Property Use: 0110 (Single Family Home)

Living Units:  
1

[click here to hide] **Legal Description**

PART OF NW 1/4 OF SW 1/4 OF SEC 15-27-16 DESC BEG NE COR OF NW 1/4 OF SW 1/4 TH S00D58'51"E 471.53FT TH S89D01'09"W 256.50FT TO E R/W OF EAST LAKE RD TH N06D09'04"E 477.52FT TH N89D44'07"E 197.42FT TO POB CONT 2.47AC(C)

<u>Mortgage Letter</u> <input type="checkbox"/> <u>File for Homestead Exemption</u>			<u>2015 Parcel Use</u>	
<b>Exemption</b>	<b>2015</b>	<b>2016</b>		
Homestead:	No	No	Homestead Use Percentage: 0.00%	
Government:	No	No	Non-Homestead Use Percentage: 100.00%	
Institutional:	No	No	Classified Agricultural: No	
Historic:	No	No		

**Parcel Information Latest Notice of Proposed Property Taxes (TRIM Notice)**

<u>Most Recent Recording</u>	<u>Sales Comparison</u>	<u>Census Tract</u>	<u>Evacuation Zone (NOT the same as a FEMA Flood Zone)</u>	<u>Plat Book/Page</u>
18272/0023 <input type="checkbox"/>	<b>\$217,200 Sales Query</b>	121030273221	D	

**2014 Interim Value Information**

<u>Year</u>	<u>Just/Market Value</u>	<u>Assessed Value/ SOH Cap</u>	<u>County Taxable Value</u>	<u>School Taxable Value</u>	<u>Municipal Taxable Value</u>
2014	\$172,713	\$172,713	\$172,713	\$172,713	\$172,713

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

Exhibit "A"  
Page 2 of 4

Year	Homestead Exemption	Just/Market Value	Assessed Value/ SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2014	No	\$172,713	\$172,713	\$172,713	\$172,713	\$172,713
2013	No	\$203,834	\$203,834	\$203,834	\$203,834	\$203,834
2012	No	\$205,169	\$205,169	\$205,169	\$205,169	\$205,169
2011	No	\$221,222	\$221,222	\$221,222	\$221,222	\$221,222
2010	No	\$254,172	\$254,172	\$254,172	\$254,172	\$254,172
2009	No	\$293,895	\$293,895	\$293,895	\$293,895	\$293,895
2008	No	\$343,600	\$343,600	\$343,600	\$343,600	\$343,600
2007	No	\$296,300	\$296,300	\$296,300	N/A	\$296,300
2006	No	\$330,800	\$330,800	\$330,800	N/A	\$330,800
2005	No	\$300,000	\$300,000	\$300,000	N/A	\$300,000
2004	No	\$226,100	\$226,100	\$226,100	N/A	\$226,100
2003	No	\$214,700	\$214,700	\$214,700	N/A	\$214,700
2002	No	\$185,400	\$185,400	\$185,400	N/A	\$185,400
2001	No	\$181,400	\$181,400	\$181,400	N/A	\$181,400
2000	No	\$115,100	\$115,100	\$115,100	N/A	\$115,100
1999	No	\$109,400	\$109,400	\$109,400	N/A	\$109,400
1998	No	\$107,000	\$107,000	\$107,000	N/A	\$107,000
1997	No	\$103,200	\$103,200	\$103,200	N/A	\$103,200
1996	No	\$104,500	\$104,500	\$104,500	N/A	\$104,500

2014 Tax Information		Ranked Sales (What are Ranked Sales?) See all transactions			
<a href="#">Click Here for 2014 Tax Bill</a>	Tax District: <b>ETF</b>	<b>Sale Date</b>	<b>Book/Page</b>	<b>Price</b>	<b>Q/U V/I</b>
<small>Tax Collector Mails 2014 Tax Bills October 31</small>		01 Jun 2007	17786 / 1171	\$2,600	U I
2014 Final Millage Rate	20.6706	07 Jun 2007	15828 / 1455	\$450,000	Q I
2014 Est Taxes w/o Cap or Exemptions	\$3,570.08	14 Apr 2005	14244 / 1762	\$350,000	Q I
<b>A significant change in taxable value may occur when sold due to changes in the market or the removal of exemptions. <a href="#">Click here for more information.</a></b>		18 Jun 1998	10137 / 0978	\$125,000	Q I
			05351 / 1838	\$7,500	U

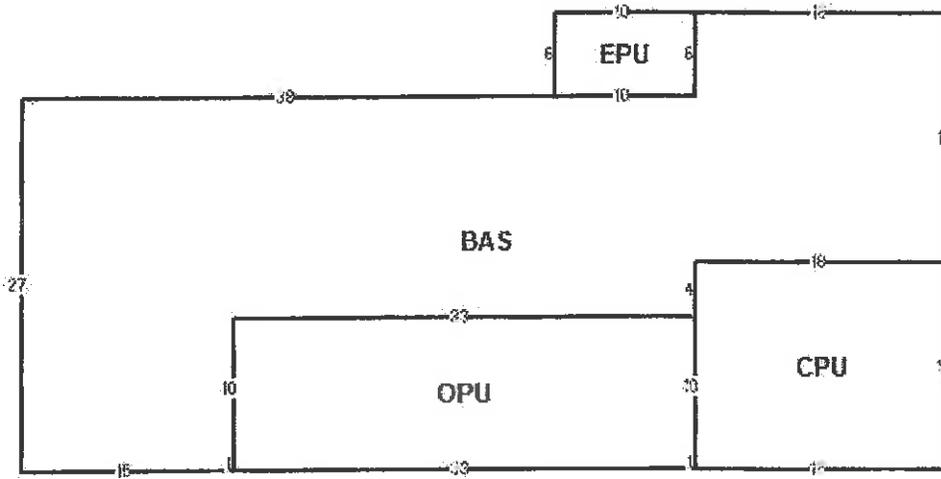
2014 Land Information						
Seawall: No	Frontage: None	View:				
<u>Land Use</u>	<u>Land Size</u>	<u>Unit Value</u>	<u>Units</u>	<u>Total Adjustments</u>	<u>Adjusted Value</u>	<u>Method</u>
Single Family (01)	0x0	60000.00	2.4400	1.0000	\$146,400	AC

[click here to hide] 2015 Building 1 Structural Elements [Back to Top](#)

Site Address: 721 E LAKE RD S

Exhibit "A"  
Page 3 of 4

Quality:  
Average  
Square  
Footage:  
1950.00  
Foundation:  
Piers  
Floor System:  
Wood  
Exterior Wall:  
Frame/Reclad  
Alum/Viny  
Roof Frame:  
Gable Or Hip  
Roof Cover:  
Shingle  
Composition  
Stories: 1  
Living units: 1  
Floor Finish:  
Carpet/  
Vinyl/Asphalt  
Interior Finish:  
Drywall/Plaster  
Fixtures: 3  
Year Built:  
1968  
Effective Age:  
47  
Heating:  
Central Duct  
Cooling: None



Complete  
Proper  
Record  
Card

[Open plot in New Window](#)

**Building 1 Sub Area Information**

Description	<u>Living Area Ft<sup>2</sup></u>	<u>Gross Area Ft<sup>2</sup></u>	<u>Factor</u>	<u>Effective</u>
<u>Open Porch Unfinished</u>	0	363	0.15	
<u>Enclosed Porch Unfinished</u>	0	60	0.45	
<u>Carpport Unfinished</u>	0	270	0.15	
<u>Base</u>	1,257	1,257	1.00	1.2
<b>Total Living SF: 1,257</b>		<b>Total Gross SF: 1,950</b>		<b>Total Effective SF: 1.3</b>

**[click here to hide] 2015 Extra Features**

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Ye
-------------	------------	-------	--------------------	-------------------	----

A  
4 4

WORKSHOP	\$20.00	1,520.00	\$30,400.00	\$24,320.00	19'
PORCH	\$5.00	760.00	\$3,800.00	\$3,800.00	19'
SHED	\$6.00	120.00	\$720.00	\$720.00	19'

[\[click here to hide\] 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). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting office in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
No Permit Data Found			



- [Interactive Map of this parcel](#)
- [Map](#)
- [Sales Query](#)
- [Back to Query Results](#)
- [New Search](#)
- [Tax Collector Home Page](#)
- [Contact Us](#)

CIRCUIT/COUNTY COURT  
PINELLAS COUNTY, FLORIDA  
CIVIL DIVISION

UCN: 522011CA006588XXCICI

REF: 582820  
Doc Stamps Assessed \$0.70

OLD HARBOR BANK  
Plaintiff

PAID

VS.

D AND B LLC ; GLEICHOWSKI, DANIEL E ; JIMERSON, ROBERT F ;  
ROBLEY INVESTMENTS LC ; J J DANMAR INC ; DUQUESNAY,  
ROSALIND ; DUQUESNAY, MARK A  
Defendant

**CERTIFICATE OF TITLE**

The undersigned Clerk of the Circuit Court certifies that he executed and filed a Certificate of Sale in this action on December 17, 2013, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Pinellas County, Florida:

That part of the West 1/2 of the SW 1/4 of Section 15, Township 27 South, Range 16 East described as follows: Begin at the NE corner of the West 1/2 of the SW 1/4 of Section 15, Township 27 South, Range 16 East and run thence South 0° 58' 51" East, along the Easterly line or said West 1/2, 471.53 feet; thence South 89° 01' 09" West, 283.86 feet to the Easterly Right of Way line of East Lake Road; thence North 6° 09' 33" East, along said Right of Way Line, 478.04 feet; thence North 89° 44' 07" East, along the Northerly line of said SW 1/4, 224.47 feet to Point of Beginning, in Pinellas County, Florida.

Except the following portion described as follows: From the Northwest corner of the Southwest 1/4 of Section 15, Township 27 South, Range 16 East, Pinellas County, Florida, run thence North 89° 42' 07" East, 1091.23 feet along the North Line of the said Southwest 1/4 of Section 15 to the Easterly right of way line of East Lake Road as recorded in Official Records Book 1058, Page 661, Public Records of Pinellas County, Florida for a Point of Beginning; thence North 89° 42' 07" East, 27.05 feet along said North line; thence South 06° 09' 4" West, 477.52 feet to the South line of said grantors' tract; thence South 89° 01' 54" West, 27.36 feet along said South line to the Easterly right-of way line of said East Lake Road; thence North 06° 11' 43" E., 477.87 feet (478.04 feet by deed) along said Easterly right-of way line to the Point of Beginning (the "Property").

Property Address: 721 E. Lake Road South, Tarpon Springs, FL 34688.

Parcel ID#: 15-27-16-00000-320-0100.

was sold to: UNITED ASSET HOLDINGS COMMERCIAL LLC., A FLORIDA LIMITED LIABILITY COMPANY

whose address is  
1700 Palm Beach Lakes Blvd, Suite 650  
West Palm Beach, FL 33401

WITNESS my hand and the seal of this court on January 03, 2014.



KEN BURKE, CPA  
CLERK OF THE CIRCUIT COURT  
& COMPTROLLER

Exhibit " B "  
Page 1 of 1

CIRCUIT/COUNTY COURT  
PINELLAS COUNTY, FLORIDA  
CIVIL DIVISION

UCN: 522011CA006588XXCICI

REF: 582820  
Doc Stamps Assessed \$0.70

OLD HARBOR BANK  
Plaintiff  
VS.

PAID

D AND B LLC ; GLEICHOWSKI, DANIEL E ; JIMERSON, ROBERT F ;  
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was sold to: UNITED ASSET HOLDINGS COMMERCIAL LLC., A FLORIDA LIMITED LIABILITY COMPANY

whose address is  
1700 Palm Beach Lakes Blvd, Suite 650  
West Palm Beach, FL 33401

WITNESS my hand and the seal of this court on January 03, 2014.



KEN BURKE, CPA  
CLERK OF THE CIRCUIT COURT  
& COMPTROLLER

404  
A

WORKSHOP	\$20.00	1,520.00	\$30,400.00	\$24,320.00	19'
PORCH	\$5.00	760.00	\$3,800.00	\$3,800.00	19'
SHED	\$6.00	120.00	\$720.00	\$720.00	19'

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Permit Number	Description	Issue Date	Estimated Value
No Permit Data Found			



CIRCUIT/COUNTY COURT  
PINELLAS COUNTY, FLORIDA  
CIVIL DIVISION

UCN: 522011CA006588XXCIC1

REF: 582820  
Doc Stamps Assessed \$0.70

OLD HARBOR BANK  
Plaintiff

PAID

VS.

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Parcel ID#: 15-27-16-00000-320-0100.

was sold to: UNITED ASSET HOLDINGS COMMERCIAL LLC., A FLORIDA LIMITED LIABILITY COMPANY

whose address is  
1700 Palm Beach Lakes Blvd, Suite 650  
West Palm Beach, FL 33401

WITNESS my hand and the seal of this court on January 03, 2014.



*Ken Burke*  
KEN BURKE, CPA  
CLERK OF THE CIRCUIT COURT  
& COMPTROLLER



CASE SUMMARY  
CASE NO. Z/LU-4-3-15  
(Quasi-Judicial)

PRC MEETING: April 14, 2015 @ 9:00 AM-1<sup>st</sup> Floor, Planning Conf Room

LPA HEARING: May 14, 2015 @ 9:00 AM-5<sup>th</sup> Floor, Board Assembly Room

BCC HEARING: June 23, 2015 @ 6:00 PM-5<sup>th</sup> Floor, Board Assembly Room

PPC HEARING: July 8, 2015 @ 3:00 AM-5<sup>th</sup> Floor, Board Assembly Room

FINAL DETERMINATION BY: August 4, 2015

APPLICANT'S NAME: CFC Pasadena Golf, LLC

REQUEST: Zone change from: RPD-5, Residential Planned Development, 5 units per acre  
& P-1, Professional Offices  
to: RPD-5, Residential Planned Development, 5 units per acre

Land Use change from: Residential/Office-General & Recreation/Open Space  
to: Residential Low & Recreation/Open Space

and a Variance for a 10 ft. perimeter setback where a 25 ft. perimeter setback is required in the RPD district.

CASE DESCRIPTION: Approximately 3.52 acres located on the east side of Royal Palm Drive South and 400 ft. west of Gulfport Boulevard South in the unincorporated area of Gulfport (29/31/16/67365/000/0060 & 0065). A legal description is available in the file upon request.

APPLICANT/ADDRESS: CFC Pasadena Golf, LLC  
6300 Pasadena Point Blvd  
Gulfport, FL 33707

REP/ADDRESS: Steven A. Williamson  
Johnson, Pope, Bokor, Ruppel & Burns, LLP  
911 Chestnut Street  
Clearwater, FL 33756

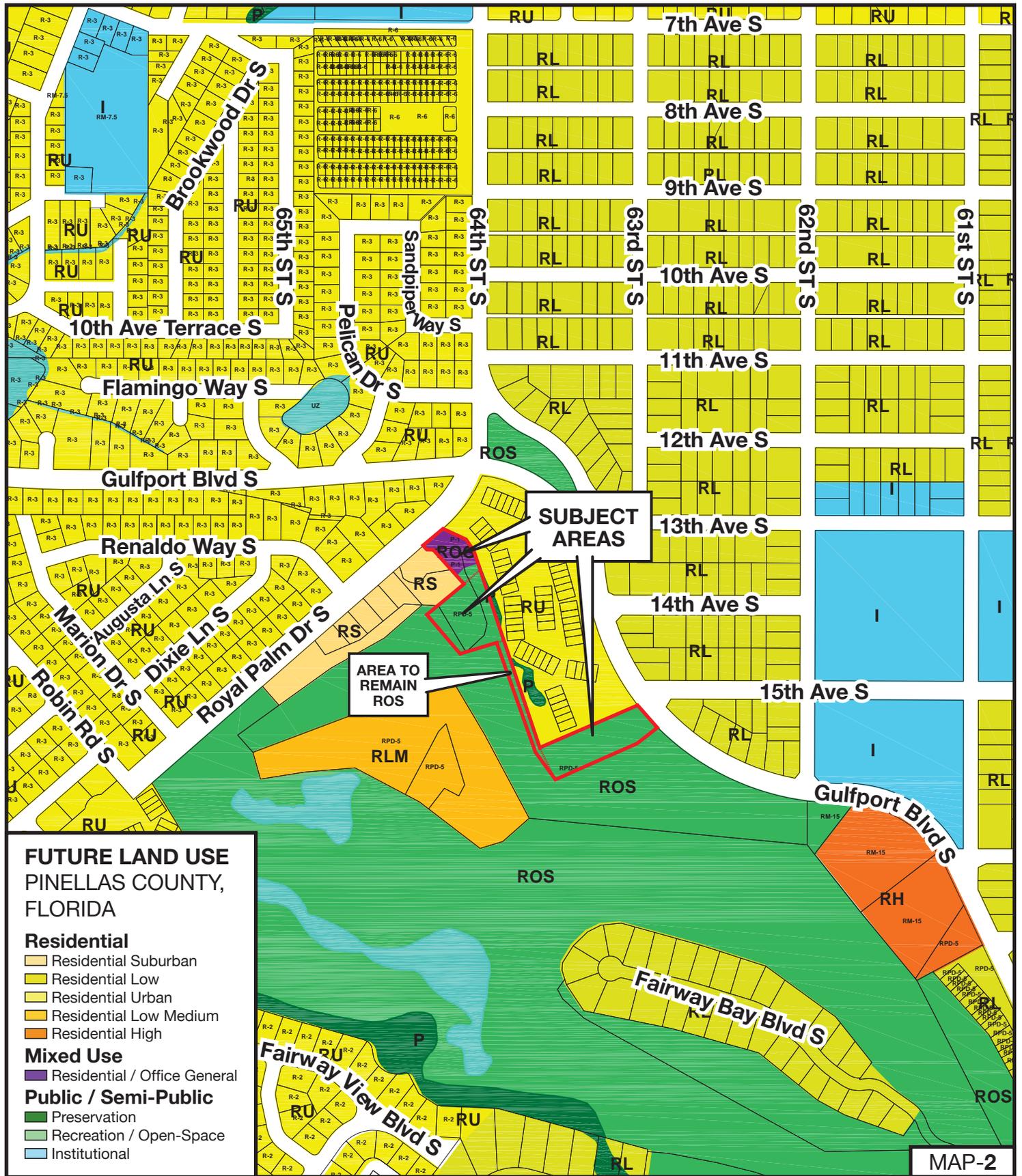
NOTICES SENT TO: CFC Pasadena Golf, LLC, Steven A. William, Gulfport, Mike Meidel-  
Economic Development Council, DOT, Clint Herbic -Pinellas County School  
Board, Surrounding Owners

EXISTING USE: Vacant

PROPOSED USE: 13 townhome units

LAND USE: Residential/Office-General

ZONING: RPD-5  
*Revised 4/13/15*



**FUTURE LAND USE  
PINELLAS COUNTY,  
FLORIDA**

**Residential**

- Residential Suburban
- Residential Low
- Residential Urban
- Residential Low Medium
- Residential High

**Mixed Use**

- Residential / Office General

**Public / Semi-Public**

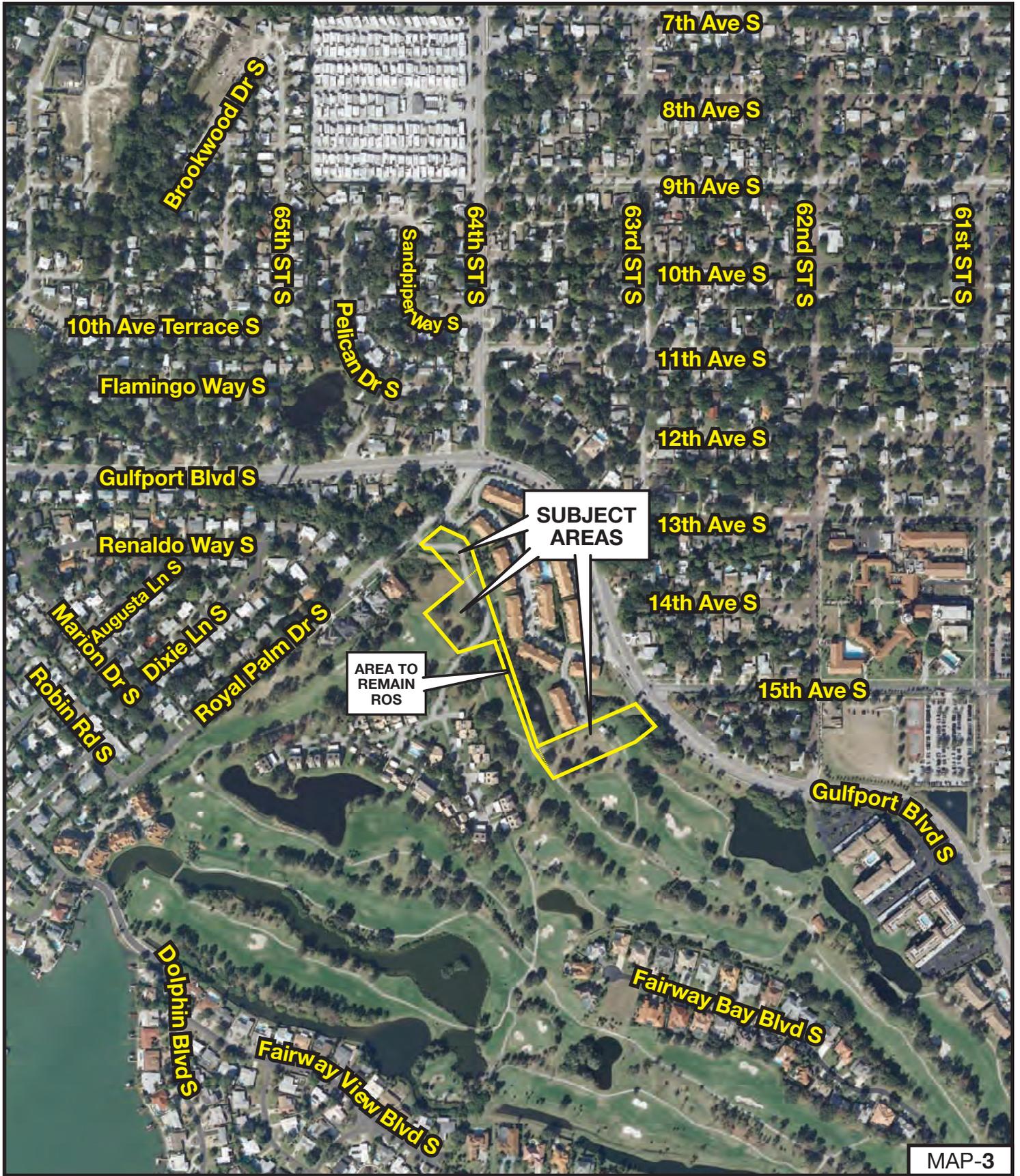
- Preservation
- Recreation / Open-Space
- Institutional

**Z/LU-4-3-15**

Zoning **From:** RPD-5, Residential Planned Development, 5 units per acre & P-1, Professional Offices  
**To:** RPD-5, Residential Planned Development, 5 units per acre  
 Land Use **From:** Residential/Office-General & Recreation/Open Space  
**To:** Residential Low and Recreation / Open Space  
 and a Variance for a 10 ft. perimeter setback where a 25 ft. perimeter setback is required in the RPD district

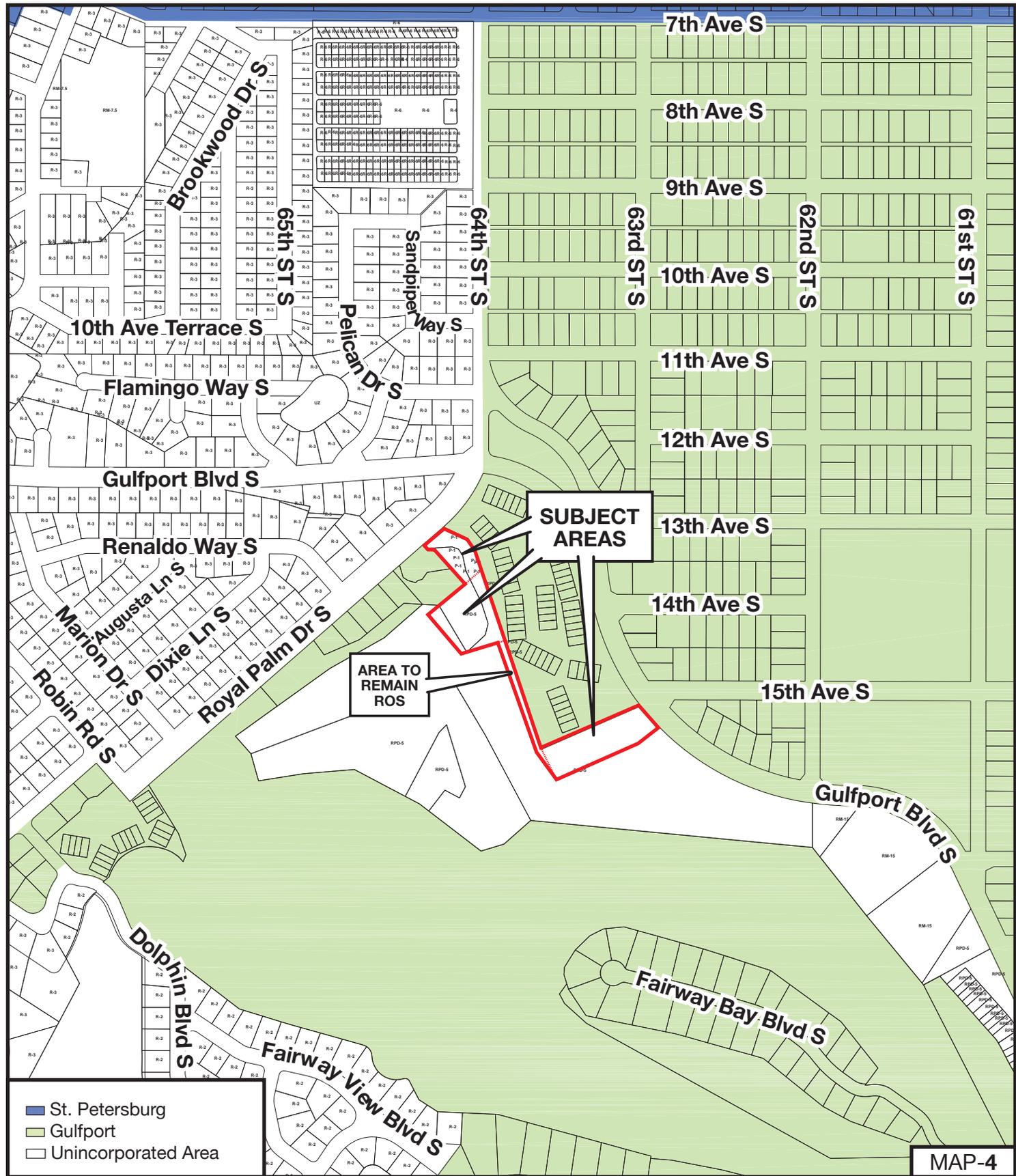
Parcel I.D. 29/31/16/67365/000/0060 & 0065  
 Prepared by: Pinellas County Planning Department - February 2015





<p><b>Z/LU-4-3-15</b></p>	<p>Zoning <b>From:</b> RPD-5, Residential Planned Development, 5 units per acre &amp; P-1, Professional Offices  <b>To:</b> RPD-5, Residential Planned Development, 5 units per acre</p>	<p><b>MAP-3</b></p>
	<p>Land Use <b>From:</b> Residential/Office-General &amp; Recreation/Open Space  <b>To:</b> Residential Low and Recreation / Open Space          and a Variance for a 10 ft. perimeter setback where a 25 ft. perimeter setback is required in the RPD district</p>	
<p>Parcel I.D. 29/31/16/67365/000/0060 &amp; 0065          Prepared by: Pinellas County Planning Department - February 2015</p>		





**SUBJECT AREAS**

**AREA TO REMAIN ROS**

St. Petersburg  
 Gulfport  
 Unincorporated Area

MAP-4

<b>Z/LU-4-3-15</b>	Zoning Land Use	<b>From:</b> RPD-5, Residential Planned Development, 5 units per acre & P-1, Professional Offices <b>To:</b> RPD-5, Residential Planned Development, 5 units per acre <b>From:</b> Residential/Office-General & Recreation/Open Space <b>To:</b> Residential Low and Recreation / Open Space and a Variance for a 10 ft. perimeter setback where a 25 ft. perimeter setback is required in the RPD district		
Parcel I.D. 29/31/16/67365/000/0060 & 0065 Prepared by: Pinellas County Planning Department - February 2015				



**FUTURE LAND USE  
PINELLAS COUNTY,  
FLORIDA**

**Residential**

- Residential Suburban
- Residential Low
- Residential Urban
- Residential Low Medium
- Residential High

**Public / Semi-Public**

- Preservation
- Recreation / Open-Space
- Institutional

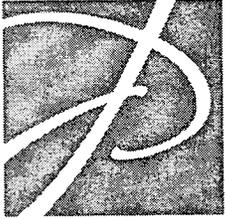
**Z/LU-4-3-15**

Zoning **From:** RPD-5, Residential Planned Development, 5 units per acre & P-1, Professional Offices  
**To:** RPD-5, Residential Planned Development, 5 units per acre

Land Use **From:** Residential/Office-General & Recreation/Open Space  
**To:** Residential Low and Recreation / Open Space  
 and a Variance for a 10 ft. perimeter setback where a 25 ft. perimeter setback is required in the RPD district

Parcel I.D. 29/31/16/67365/000/0060 & 0065  
 Prepared by: Pinellas County Planning Department - February 2015





**JOHNSON  
POPE  
BOKOR  
RUPPEL &  
BURNS, LLP**

COUNSELORS AT LAW

**STEVEN A. WILLIAMSON, ESQUIRE**

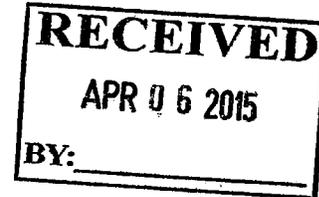
911 CHESTNUT STREET  
CLEARWATER, FLORIDA 33756  
POST OFFICE BOX 1368  
CLEARWATER, FLORIDA 33757-1368  
TELEPHONE: (727) 461-1818  
[STEVEW@JPFIRM.COM](mailto:STEVEW@JPFIRM.COM)

TAMPA ■ CLEARWATER ■ ST. PETERSBURG

FILE NO. 126185

April 6, 2015

Pinellas County Development  
Review Services  
ATTN: Glenn Bailey  
440 Court Street 4th Floor  
Clearwater FL 33756



Re: CFC Pasadena Golf, LLC  
Case No. Z/LU-4-3-15

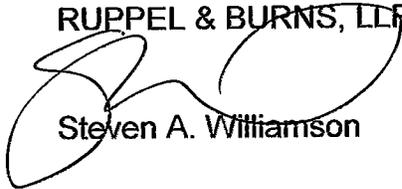
Dear Glenn:

Please accept this letter as confirmation that the above application is being amended as provided for in the attached updated application form. Specifically, the application now includes a variance request and the area to be converted to Residential Low has been reduced to 2.6 acres, as more specifically depicted on the plan attached to the updated application. I expect to receive exact legal descriptions for the relevant area in the next few days.

If you have any questions, please let me know.

Sincerely,

JOHNSON, POPE, BOKOR,  
RUPPEL & BURNS, LLP

  
Steven A. Williamson

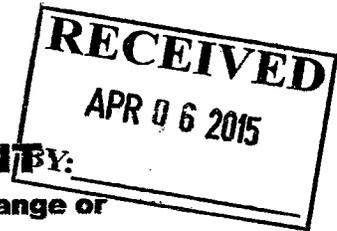
SAW/sjb  
Enclosure

cc: Client

"A 40 YEAR COMMITMENT TO OUR CLIENTS AND TO OUR COMMUNITY"



**PLANNING DEPARTMENT**  
**Application for a Zoning and/or Land Use Change or**  
**for Consideration of a Development Agreement**



*for office use only:*

CASE NO. \_\_\_\_\_ FILED: \_\_\_\_\_ BY: \_\_\_\_\_

PARCEL ID NO. \_\_\_\_\_ FILING FEE: \$ \_\_\_\_\_ FILING DEADLINE: \_\_\_\_\_

PRC MTG: \_\_\_\_\_ LPA HEARING: \_\_\_\_\_ BCC HEARING: \_\_\_\_\_

**Notice to applicant: Please read the following:**

To assist you in completing this application and providing sufficient information upon which to base a decision on your request, please read the following:

1. Read the Application and instructions thoroughly; prior to filing this Application, the applicant and/or authorized representative is encouraged to call (727-464-3401) or visit the Zoning Division (located at 440 Court Street, 3<sup>rd</sup> Floor, downtown Clearwater, FL) to review the application and proposal with staff.
2. All items in the Application must be completed. Additional documents (see item 16 in the application) and a filing fee are required. Checks may be made payable to the Board of County Commissioners. Note that once the application is advertised, filing fees will not be returned. (information on filing fees is online at <http://www.pinellascounty.org/Plan>).
3. The current owner of the property for which the Application is being made must sign the Application. If the owner is a corporation, a corporate officer must sign under the corporate seal. These signatures must be notarized prior to submittal.
4. The applicant is encouraged to file the application well in advance of the filing deadline. Note that Applications received past the deadline will be processed on the next scheduled cycle. Deadlines, hearing schedules, filing fees and other information are available online at <http://www.pinellascounty.org/Plan> or call (727) 464-3401 for more information.
5. The applicant or their authorized representative must be present at the public hearing(s). Failure to appear may result in a denial of the request.

All information and documents required in the application, as well as the filing fee must be submitted at the time of application. Incomplete applications will not be accepted by the Planning Department for processing. Please contact a Zoning Technician at (727) 464-3401 if you need additional assistance or information in order to complete the application.

**Thank you!**

1. Owner: CFC Pasadena Golf, LLC  
Mailing Address: 6300 Pasadena Point Blvd.  
City: Gulfport State: FL Zip Code: 33707 Daytime Phone: (     )      
Email: dgravette@gmail.com

2. Representative's Name: Steven A. Williamson  
Company Name: Johnson, Pope, Bokor, Ruppel & Burns, LLP  
Mailing Address: 911 Chestnut Street  
City: Clearwater State: FL Zip Code: 33756 Daytime Phone: ( 727 ) 461-1818  
Email: Stevew@jpfirm.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.

Holdings Management LLC

MDXA Development LLC

Joseph Meyer

Donald G. Gravette

Specify interest held: Owner of CFC Pasadena Golf LLC

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: Change in Land Use from ROG and ROS TO RL and change in zoning from RPD-5, P-1 to RPD-5 together with a reduction in perimeter setback from 25' to 10'

5. Location of subject property (street address): Royal Palm Blvd. and Gulfport Blvd South

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

See Exhibit "A"

7. Size of Property: \_\_\_\_\_ feet by \_\_\_\_\_ feet, 3.92 acres

8. Present zoning classification: P-1 AND RPD-5

9. Present Land Use Map designation: ROG and ROS

10. Date subject property acquired: 2004

11. Existing structures and improvements on subject property:

Vacant

12. Proposed structures and improvements will be:

Maximum of 13 residential units

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).

See Exhibit "B"

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  No  
If so, give complete legal description of contiguous property:

Not available

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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.
- 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 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.

*Joseph Meyer*

\*\*\*Signature of Owner or Trustee

Date: 20th November 2014

STATE OF FLORIDA, COUNTY OF PINELLAS

Before me this 20th day of November, 2014

personally appeared Joseph B. Meyer  
who, being duly sworn, deposes and says that the above is a true and correct certification.

*Sarah Harvey*

SARAH HARVEY (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).

## EXHIBIT “B”

The applicant, CFC Pasadena Golf, LLC (“CFC”), is proposing to redevelop a small portion of the Pasadena Yacht and Country Club vacant property with up to 13 attached dwelling units in the area adjacent to hole 6 and 8 and tee box 9. The subject property is in unincorporated Pinellas County, and the northwest portion of the subject property fronts on Royal Palm Drive, approximately 350 feet southwest of Gulfport Boulevard, and the southeast portion of the subject property fronts on Gulfport Boulevard, approximately 100 feet southeast of 15<sup>th</sup> Avenue South, and comprises approximately 3.52 acres, of which .92 acres is proposed to remain or be converted to Recreation Open Space and 2.6 acres is proposed to be converted to Residential Low. The surrounding properties consist primarily of golf course and residential uses, including attached multi-family dwellings and single-family dwellings.

The subject property is part of a 2,400 unit Planned Unit Development (“PUD”) with a golf course and country club. A majority of the residential portions of the site were originally intended to be developed with high-density attached dwellings strategically located around and throughout the golf course/country club. However, the PUD has been developed with a mixture of residential products, including single family detached homes, town homes, and low- and mid-rise condominium units.

The subject property is designated Residential Office General and Recreation Open Space on the Future Land Use Map, and is zoned RPD-5 and P-1. CFC requests the following:

1. Land Use Plan Amendment from Residential Office General and Recreation Open Space to Residential Low and Recreation Open Space, and
2. Zoning change from P-1 to RPD-5

This requested change will clean up some existing, incompatible land use categories, such that the existing RPD-5 zoning category will be consistent with the proposed underlying land use designation of Residential Low, and will not reduce the golf play area.

Although portions of the subject property are currently designated as Recreation Open Space on the land use map, the change in land use map category to Residential Low will not negatively affect the existing golf course. The portion of the subject property fronting on Royal Palm Drive will not interfere with any portion of the golf course actively being used as part of the course. This portion is not part of the course and is considered “dead space” that is appropriate for in-fill development. A large portion of the subject property fronting on Gulfport Boulevard is also not part of the active portion of the Golf Course and is also appropriate for in-fill development. The 9<sup>th</sup> tee box and cart path will be slightly modified as appropriate but will not result in a reduction of any active recreation uses of the course.

The proposed change in land use category and zoning are consistent and compatible with the adjacent properties and developments and serve as a transition from the more intense Villas Del Verde community developed at 7.5 units per acre and the single family homes to the southwest. The surrounding properties are described as follows:

Location	Zoning	Land Use	Actual Use
North	R-3 (Gulfport)	RU (Gulfport)	Townhome Community
South	RPD-5 (County) PUD (Gulfport)	R/OS (County) RL (Gulfport)	Golf Course Multi-Family Residential
East	R-3 (Gulfport) RPD-5 (County)	RU (Gulfport) ROS (County)	Townhome Community, Golf Course, Gulfport Blvd.
West	PUD (Gulfport)	RS (Gulfport)	Single Family Royal Palm Drive

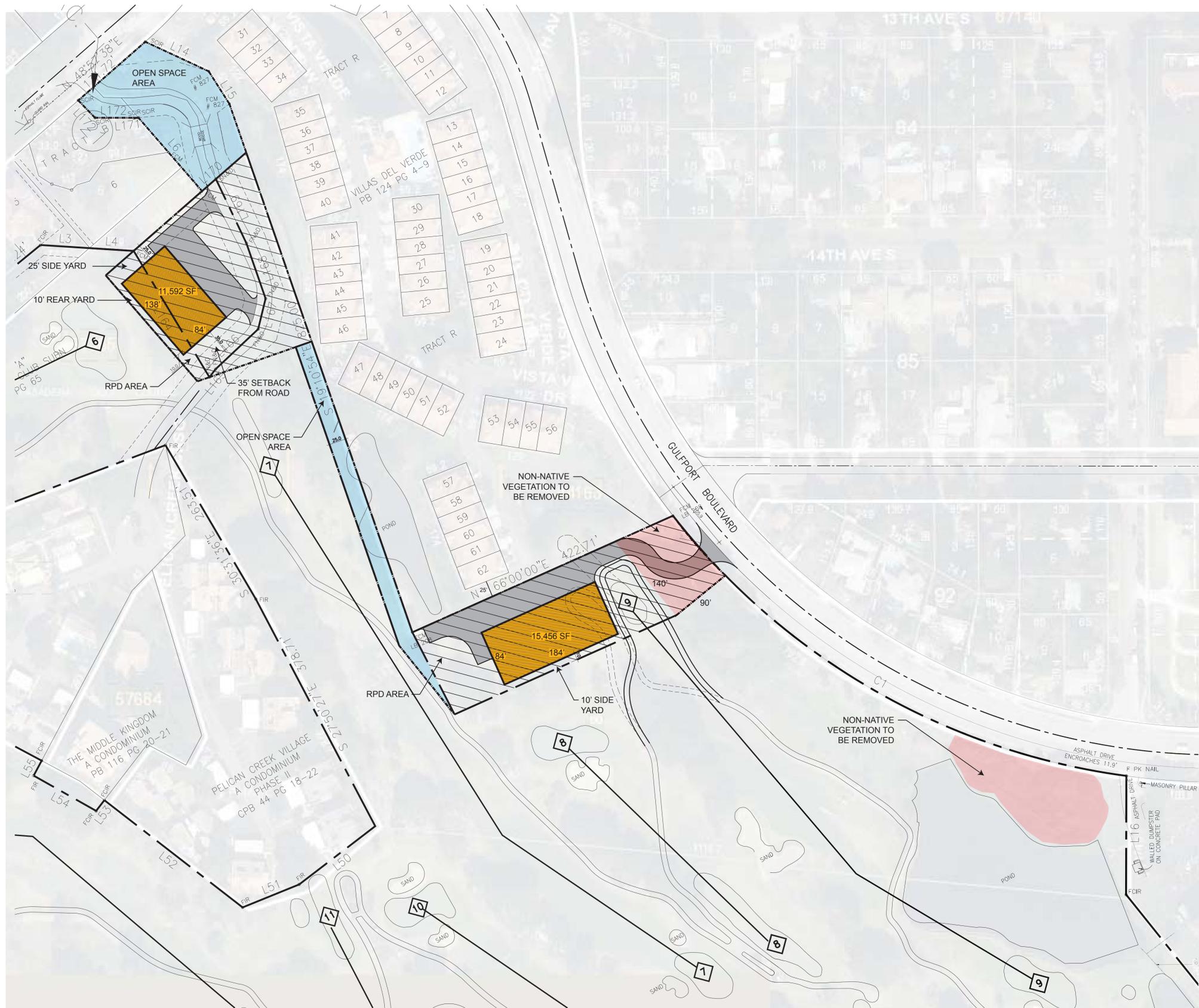
The portion of the subject property fronting Royal Palm Drive is designated R/OG on the land use map with a P-1 zoning. Under these classifications, this portion of the subject property could be developed with a wide range of uses, including, but not limited to, medical office, bank, medical clinic and a daycare center, of up to 9,900 square feet and a maximum height of 75 feet. With this application and the proposed conversion, most of this area will be converted to Recreation Open Space.

The application also includes a variance request for the required perimeter setback in the RPD Zoning District. The request will reduce the perimeter setback from 25' to a minimum of 10' adjacent to the golf course. The purpose of this request is to allow the proposed structures to be located further from the adjacent properties, as more particularly set forth on the attached conceptual plan. As part of this variance request, the applicant is willing to condition approval on the following requirements:

1. Removal of non-native vegetation in the areas depicted on the attached plan.
2. Limit height of the buildings to 35 feet, as measured pursuant to the County's code.
3. Restrict placement of building structure to the general area depicted on attached plan.

The above restrictions ensure that the proposed development is consistent with the adjacent developed uses and also serves to enhance existing poor quality open space recreation.

The applicant has retained the services of a traffic and planning consultant (“Consultant”). The Consultant’s report will be submitted to the County at a future date and shall be deemed incorporated into this application.



**SITE DATA**

ZONING: RPD-5  
 3.52 ACRE TOTAL SITE  
 5 UNITS PER ACRE MAXIMUM DENSITY  
 SITE REDUCTION TO 2.60 ACRE RPD-5, 0.92 ACRE R/O/S  
 13 UNITS DENSITY ALLOWABLE  
 NO VARIANCE FOR F.A.R. OR DENSITY IS REQUIRED  
 EXPRESSED AS % =74% RPD,26% R/O/S

# OF UNITS: 13 UNITS PROPOSED

PARKING:  
 2 SPACES PER UNIT

SETBACKS:  
 VARIANCE REQUEST 10' TO PERIMETER OF RPD  
 35' REQUIRED FROM PRIVATE DRIVE

MAXIMUM HEIGHT:  
 35' MAXIMUM

CURB CUT:  
 EXISTING CURB CUT TO REMAIN

NOTES:  
 RED AREA INDICATES REMOVAL OF NON NATIVE VEGETATION  
 BLUE AREA INDICATES OPEN SPACE  
 DIAGONAL HATCH AREAS INDICATE RPD

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**Wannemacher Jensen Architects, Inc.**  
 180 Mirror Lake Drive North  
 St. Petersburg, Florida 33701-3214  
 (727) 822-5666 fax (727) 822-5475  
 AA0002277



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**Pasadena Yacht Club**  
 Town Home Development

Project Number	1439
Distribution	
ISSUE	DATE
CONCEPT PLAN	04/03/15

Jason Jensen, AIA  
 AR94244