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

Case Summary Review:

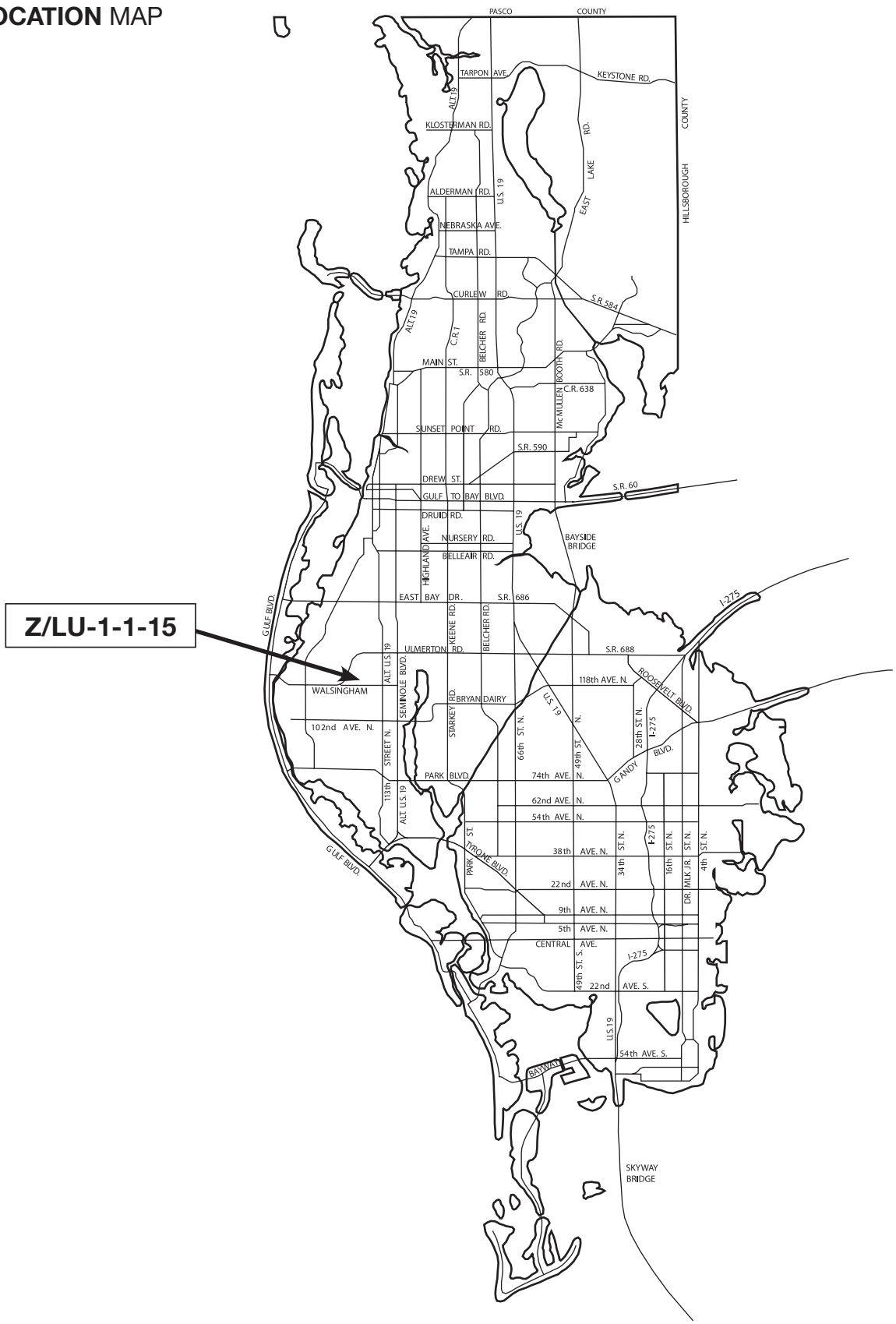
1. Z/LU-1-1-15 (Dennis Brown & Deborah Pennington)
2. Z/LU-2-1-15 (Christine Gibree)

Ad: Countywide
Atlas Pg # 238

CASE SUMMARY
CASE NO. Z/LU-1-1-15
(Quasi-Judicial)

PRC MEETING:	November 10, 2014 @ 10:00 AM-1st Floor, Planning Conf Room
LPA HEARING:	January 8, 2015 @ 9:00 AM-5th Floor, Board Assembly Room
BCC HEARING:	February 24, 2015 @ 6:00 PM-5th Floor, Board Assembly Room
PPC HEARING:	April 15, 2015 @ 3:00 PM-5th Floor, Board Assembly Room
FINAL DETERMINATION BY:	May 12, 2015
APPLICANT'S NAME:	Dennis K. Brown & Deborah K. Pennington
REQUEST:	Zone change from: R-3, Single Family Residential to: C-2, General Retail Commercial & Limited Services Land Use change from: Residential Low to: Commercial General And a Variance to allow a 50 ft. wide C-2 lot and a Development Agreement allowing the continued use of personal storage of vehicles and to develop a personal office use and not to exceed 50 ft. in height.
CASE DESCRIPTION:	Approximately 0.23 acre property located on the north side of Walsingham Road 300 ft. east of 119th St. N., Largo and also located at 11787 Walsingham Road in the unincorporated area of Pinellas County (09/30/15/00000/430/3900). A legal description is available in file upon request.
APPLICANT/ADDRESS:	Dennis K. Brown & Deborah K. Pennington c/o Todd Pressman 334 East Lake Road, #102 Palm Harbor, FL 34685
REP/ADDRESS:	Todd Pressman Pressman & Assoc., Inc. 334 East Lake Road, #102 Palm Harbor, FL 34685
NOTICES SENT TO:	Dennis K. Brown & Deborah K. Pennington, Largo, Mike Meidel-Economic Development Council, DOT, Clint Herbic-Pinellas County School Board, Surrounding Owners
EXISTING USE:	Single Family Dwelling
PROPOSED USE:	Storage building
LAND USE:	Residential Low
ZONING:	R-3

LOCATION MAP



MAP-**1**

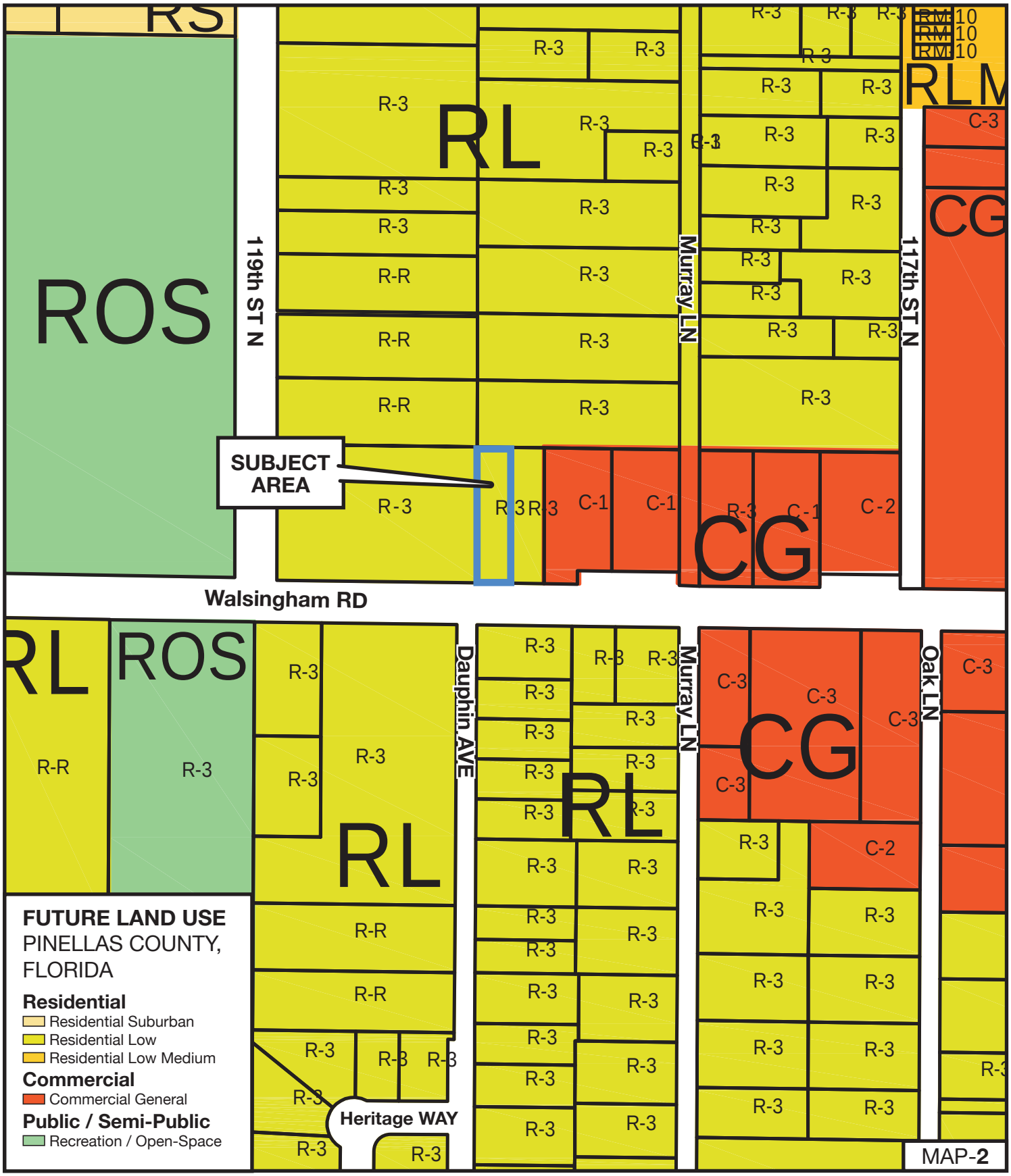
Z/LU-1-1-15	**Zoning** ***From:*** R-3, Single Family Residential ***To:*** C-2, General Retail Commercial & Limited Services **Land Use** ***From:*** Residential Low ***To:*** Commercial General And a Variance to allow a 50 ft. wide C-2 lot and a Development Agreement allowing the continued use of personal storage of vehicles and to develop a personal office use and not to exceed 50 ft. in height.

Parcel I.D. 09/30/15/00000/430/3900

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

N

Pinellas County



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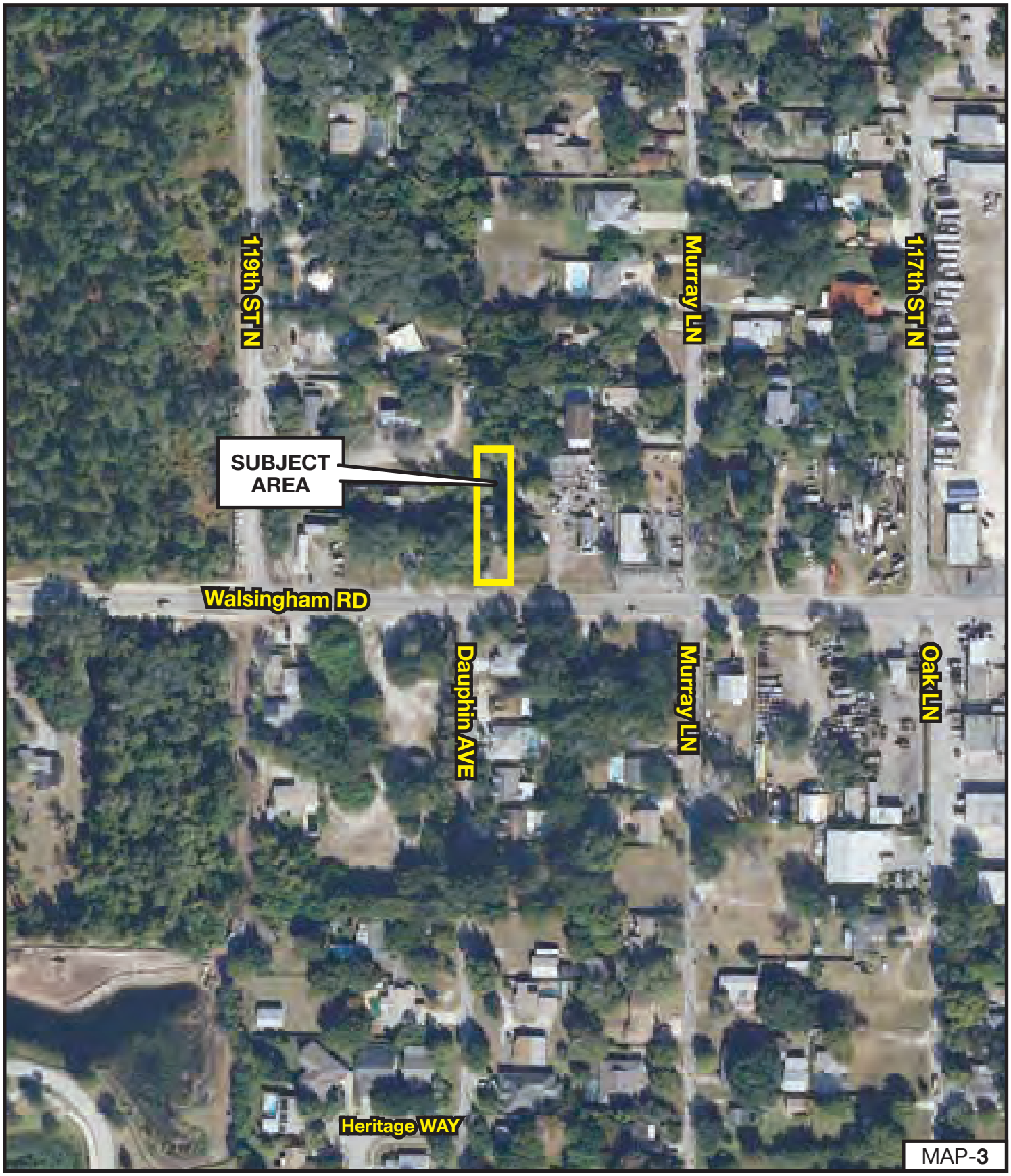

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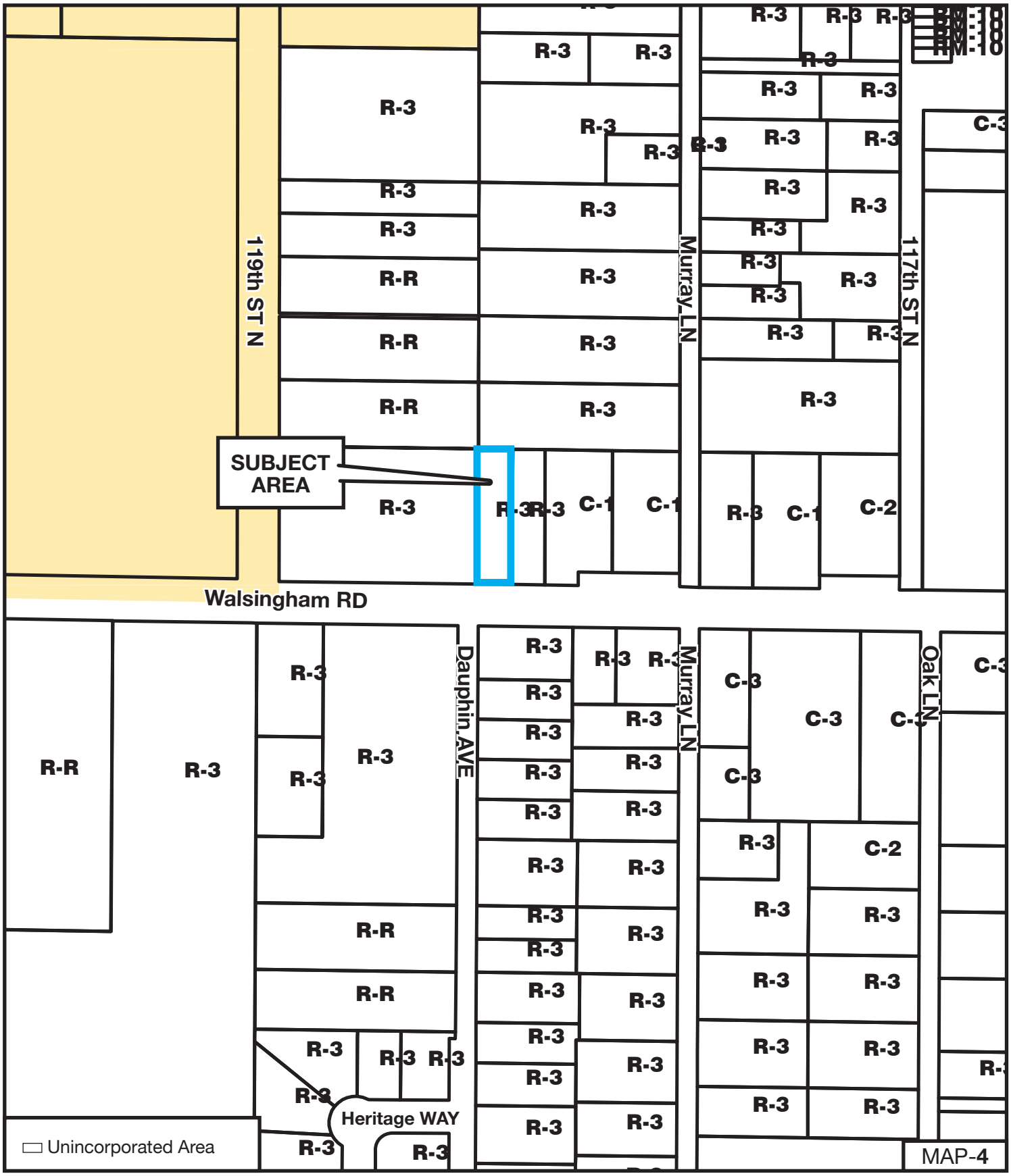

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N

Pinellas County

DEVELOPMENT AGREEMENT

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

R E C I T A L S:

A. Sections 163.3220 – 163.3243, Florida Statutes, which set forth the Florida Local Government Development Agreement Act ("Act"), authorize the County to enter into binding development agreements with persons having a legal or equitable interest in real property located within the unincorporated area of the County.

B. Under Section 163.3223 of the Act, the County has adopted Chapter 134, Article VII of Part III, the Pinellas County Land Development Code ("Code"), establishing procedures and requirements to consider and enter into development agreements.

C. Owner is the owner of a parcel of real property, located at 11787 Walsingham Rd. on Exhibit "A-2" as parcel identification number 09-30-15-00000-430-3900

D. Owner desires to develop and continue to use the Property for personal storage of vehicles and a personal office use as more particularly described herein.

E. The Property currently has a land use designation of RL and is zoned R-2.

F. Owner has requested that the County change the zoning category to C2 and change the Land Use category to CG.

G. The County cannot justify the requested action absent the restrictions contained in this Agreement and in the deed restriction required in Section 6.1.4.

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

I. The County has found that the terms of this Agreement are consistent with the Pinellas County Comprehensive Plan and the Code.

STATEMENT OF AGREEMENT

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

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

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

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

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

Section 5. Effective Date/Duration of this Agreement.

5.1 This Agreement shall become effective as provided for by the Act and shall be contingent upon obtaining final approval, and effectiveness of the land use designation of CG and zoning of C2.

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

Section 6. Obligations under this Agreement.

6.1 Obligations of the Owner.

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

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

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

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

6.1.3.2. The Property shall be developed substantially in accordance with the Concept/Site Plan attached and incorporated as Exhibit B ("Plan").

6.1.3.3. As of the effective date of this Agreement, the property would be used for the private storage of domestic passenger vehicles for the owner of the property and for a private office for the owner of the property.

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

6.2. Obligations of the County.

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

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

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

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

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

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

7.1 Potable water from the City of St Petersburg.

7.2 Sewer service from Pinellas County.

7.3 Fire protection from Pinellas County.

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

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

8.1. Site plan approval(s) and associated utility licenses and right-of-way utilization permits;

8.2. Construction plan approval(s);

8.3. Building permit(s); and

8.4. Certificate(s) of occupancy.

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

Section 10. Termination.

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

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

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

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

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

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

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

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

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

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

If to Owner:

With copy to:

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

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

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

Section 14. Right to Cure. Owner will not be deemed to have failed to comply with the terms of this Agreement until Owner shall have received notice from the County of the alleged non-

compliance and until the expiration of a reasonable period after receipt of such notice to cure such non-compliance. Whether the time period has been reasonable shall be based on the nature of the non-compliance and shall be determined in the sole judgment of the County Administrator, reasonably exercised.

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

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

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

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

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

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

Section 21. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance is declared invalid or unenforceable, the remainder of this Agreement, including any valid portion of the invalid term or provision and the application of such invalid term or provision to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall with the remainder of this

Agreement continue unmodified and in full force and effect. Notwithstanding the foregoing, if such responsibilities of any party thereto to the extent that the purpose of this Agreement or the benefits sought to be received hereunder are frustrated, such party shall have the right to terminate this Agreement upon fifteen (15) days notice to the other parties.

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

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

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

End of Substantive Provisions, Signature Page to follow

WITNESSES:

OWNER

_____

Printed Name: _____

By: _____

_____

_____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, who is personally known to me or who produced _____ _____ as identification.

_____

Notary Public

_____

Print Notary Name
My Commission Expires:

ATTEST:

PINELLAS COUNTY, FLORIDA

KEN BURKE, CLERK

_____

Deputy Clerk

By: _____

Chairman
Board of County Commissioners

APPROVED AS TO FORM:

_____

County Attorney

EXHIBIT "A-1"
PROPERTY

1. Owner: Dennis K. Brown & Deborah K Pennington

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 State: FL Zip Code: 34685 Daytime Phone: (727-804-1760)

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.

N/A

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: Rezoning and Land Use Amendment. To zoning, C2 and Land Use, CG.

5. Location of subject property (street address): 11787 Walsingham Rd. 09-30-15-00000-430-3900

6. Legal Description of Property: (attach additional documents if necessary)
E 50FT OF W 383FT OF S 233.07FT OF SW 1/4 OF SE 1/4 LESS RD ON S

7. Size of Property: 50' feet by 203 feet, _____ acres

8. Present zoning classification: R-3

9. Present Land Use Map designation: RL

10. Date subject property acquired: 9/26/14

11. Existing structures and improvements on subject property:
There is a tremendous mess of discarded and junk on the site, along with a dilapidated house which is falling apart and has been a problem with vagrants. This will all be removed and cleaned up. The site is overgrown and not kept up at all.

12. Proposed structures and improvements will be:
~~The desired use is storage of domestic passenger vehicles of the property owner's and a private office for the property owner.~~
There are no repairs, motor work, nor any leasing or renting of the site.

13. I/We believe this application should be granted because (include in your statement sufficient reasons in law and fact to sustain your position.) (If this request is for a determination of Vested Rights/Appeal Determination, applicants are advised to review the procedural and substantive requirements of Pinellas County Ordinances 89-32 and 89-69) (Attach a separate sheet if necessary).
The area is heavily commercialized and industrialized and located on a very busy roadway. The use proposed, by Developer's Agreement, is a quiet and interior use only. It will have virtually no trips and will emit no odor, sound or have ~~any visible detractions. The site has, and is, existing in an extremely run down, decrepit and ramshackle condition. The~~ house structure has been a problem with vagrants and animals and odors. This will all be cleaned up. We are seeking a C2 zoning and Land Use category of CG.

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

_____

_____

_____

_____

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

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

CERTIFICATION OF OWNERSHIP

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

_____

***Signature ~~of Owner or Trustee~~ Agent

Date: October 7, 2014

STATE OF FLORIDA, COUNTY OF PINELLAS

Before me this 7th day of October, 20 14

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

Nikki R Vas

(signature) NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA
NIKKI R. VASQUEZ
MY COMMISSION # EE 057941
EXPIRES: March 11, 2015
Bonded Thru Budget Notary Services

(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).

Vantage Point

28100 US Hwy 19 N., Suite 200
Clearwater, FL 33761

October 1, 2014

RE: Certificate of Ownership
Parcel ID: 09-30-15-00000-430-3900
Subject property address: 11787 Walsingham Rd, Largo, FL

To Whom It May Concern:

Based upon my personal knowledge and review of the Pinellas County Property Appraiser's records and the Official Records, attached hereto as Exhibit "A", I certify that the below described parcel is owned by Dennis K. Brown and Deborah K. Pennington, Husband and Wife. The vesting Deed is attached hereto as Exhibit "B".

Parcel ID: 09-30-15-00000-430-3900
Subject property address: 11787 Walsingham Rd, Largo, FL

Mark Geiger
Vantage Point Title
28100 US 19 N., Suite 200
Clearwater, FL 33761
Email: mgeiger@vptitle.net
Direct Line: (727) 466-1130
Fax: (727) 683-9547
Website www.vantagepointtitle.com

09-30-15-00000-430-3900

Compact Property Record Card

Portability Calculator

Data Current as of October 01, 2014

Email Print Radius Search Improvement Value per F.S. 553.844

Ownership/Mailing Address	Site Address
BROWN, DENNIS K PENNINGTON, DEBORAH K 898 RICHART LN GREENWOOD IN 46142	11787 WALSINGHAM RD (Unincorporated)

Property Use: 0110 (Single Family Home)

Living Units: 1

[click here to hide] **2014 Legal Description**

E 50FT OF W 383FT OF S 233.07FT OF SW 1/4 OF SE 1/4 LESS RD ON S

2014 Exemptions Mortgage Letter File for Homestead Exemption		2014 Parcel Use	
Homestead: Yes - To be removed December 31	Government: No	Homestead Use Percentage: 100.00%	
Institutional: No	Historic: No	Non-Homestead Use Percentage: 0.00%	Classified Agricultural: No

2014 Parcel Information **2014 Trim Notice**

Most Recent Recording	Sales Comparison	Census Tract	Evacuation Zone (NOT the same as a FEMA Flood Zone)	Plat Book/Page
18540/0183	$71,400 Sales Query	121030253072	NON EVAC	

2014 Preliminary Value Information

Year	Just/Market Value	Assessed Value/ SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2014	$42,602	$28,695	$3,695	$3,695	$0

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

Year	Homestead Exemption	Just/Market Value	Assessed Value/ SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2013	Yes	$40,949	$28,271	$3,271	$3,271	$0
2012	Yes	$27,798	$27,798	$2,798	$2,798	$0
2011	Yes	$51,497	$51,497	$25,000	$26,497	$0
2010	Yes	$64,566	$64,566	$25,000	$39,566	$25,000
2009	Yes	$70,841	$70,841	$25,000	$45,841	$25,000
2008	Yes	$88,800	$88,156	$38,156	$63,156	$38,156
2007	Yes	$86,800	$85,588	$60,588	N/A	$60,588
2006	Yes	$83,500	$83,500	$58,500	N/A	$58,500
2005	No	$56,200	$56,200	$56,200	N/A	$56,200
2004	No	$56,300	$56,300	$56,300	N/A	$56,300
2003	No	$50,000	$50,000	$50,000	N/A	$50,000
2002	No	$43,900	$43,900	$43,900	N/A	$43,900
2001	No	$54,100	$54,100	$54,100	N/A	$54,100
2000	No	$47,700	$47,700	$47,700	N/A	$47,700
1999	Yes	$39,100	$36,900	$11,400	N/A	$11,400
1998	Yes	$36,400	$36,400	$10,900	N/A	$10,900
1997	Yes	$38,200	$38,200	$12,700	N/A	$12,700
1996	Yes	$40,300	$40,300	$14,800	N/A	$14,800

2014 Tax Information

Click Here for 2013 Tax Bill — Tax District: LTF

2013 Final Millage Rate	22.4865
2013 Est Taxes w/o Cap or Exemptions	$920.80

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

Ranked Sales (What are Ranked Sales?) See all transactions

Sale Date	Book/Page	Price	Q/U	V/I
26 Sep 2014	18540 / 0183	$38,000	U	I

2014 Land Information

Seawall: No Frontage: None View:

Land Use	Land Size	Unit Value	Units	Total Adjustments	Adjusted Value	Method
Single Family (01)	50x203	80000.00	0.2300	1.2000	$22,080	AC

[click here to hide] **2014 Building 1 Structural Elements** Back to Top

Site Address: 11787 WALSINGHAM RD

Quality: Minimal

Square Footage: 1590.00

Foundation: Continuous Footing

Floor System: Wood

Exterior Wall: Frame Siding

Roof Frame: Flat Shed

Roof Cover: Shingle Composition

Stories: 1

Living units: 1

Floor Finish: Carpet/ Vinyl/Asphalt

Interior Finish: Wood/Wallboard

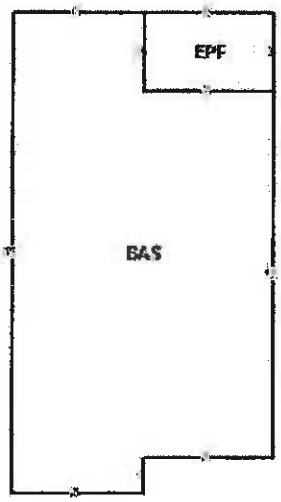
Fixtures: 3

Year Built: 1957

Effective Age: 51

Heating: Unit/Space/Wall/Floor

Cooling: None



Open plot in New Window

Compact Property Record Card

Building 1 Sub Area Information

Description	Living Area Ft^2	Gross Area Ft^2	Factor	Effective Ft^2
Enclosed Porch	0	135	0.60	81
Base	1,455	1,455	1.00	1,455
	Total Living SF: 1,455	Total Gross SF: 1,590		Total Effective SF: 1,536

[click here to hide] 2014 Extra Features

Description	Value/Unit	Units	Total NewValue	Depreciated Value	Year
WORKSHOP	$5.00	945.00	$4,725.00	$4,725.00	1957

[click here to hide] Permit Data

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

Permit Number	Description	Issue Date	Estimated Value
No Permit Data Found			

Interactive Map of this parcel | Map Legend | Sales Query | Back to Query Results | New Search | Tax Collector Home Page | Contact Us

I#: 2014270241 BK: 18540 PG: 183, 09/29/2014 at 11:39 AM, RECORDING 2 PAGES $18.50 D DOC STAMP COLLECTION $266.00 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY DEPUTY CLERK: CLKDU10

EXHIBIT "B"

COPY

Prepared by and Return To:
Michele Williams
Fidelity National Title of Florida, Inc.
28059 US Highway 19 North, Suite 100
Clearwater, FL 33761

Order No.: FTPA14-00380

APN/Parcel ID(s): 09/30/15/00000/430/3900

WARRANTY DEED

THIS WARRANTY DEED dated September 26, 2014, by Sara Evelyn McLane a/k/a Sara McLane Evans, as Personal Representative of the Estate of Royce W. Mosley, Deceased, hereinafter called the grantor, to Dennis K. Brown and Deborah K. Pennington, husband and wife, whose post office address is 898 Richart Lane, Greenwood, IN 46142, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of Ten And No/100 Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in City of Largo, County of Pinellas, State of Florida, to wit:

The East Fifty (50') feet of the West Three Hundred and Eighty Three (383') feet of the South Two Hundred Thirty Three (233') feet of the Southwest 1/4 of the Southeast 1/4 of Section Nine (9), Township Thirty (30) South, Range Fifteen (15) East, LESS road right of way to the South, said lands lying, situate and being in Pinellas County, Florida.

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2013.

WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Witness Signature

Print Name

Witness Signature

Michele T. Williams
Print Name

Estate of Royce W. Mosley, Deceased

BY: Sara Evelyn McLane
Sara Evelyn McLane a/k/a Sara McLane Evans,
Personal Representative

Address: c/o Sara McLane, McLane, McLane and
McLane 275 N Clearwater-Largo Rd
Largo, FL 33770

State of Florida
County of Pinellas
The foregoing instrument was acknowledged before me this 26 day of Sept, 2014
by _Sara Evelyn McLane a/k/a Sara McLane Evans, Personal Representativeof the Estate of Royce W. Mosley, Deceased, to me known to be the person(s) described in or who has/have produced D.L. _____ as identification and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.

Witness my hand and official seal in the County and State last aforesaid this 26 day of Sept, 2014

NOTARY PUBLIC
My Commission Expires:

MICHELE T. WILLIAMS
MY COMMISSION # FF 123216
EXPIRES: July 31, 2018
Bonded Thru Notary Public Underwriters

UNOFFICIAL COPY

PRESSMAN & ASSOC., INC.

Governmental and Public Affairs

334 Eastlake rd., #102, Palm Harbor, Florida 34684

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 land use, rezoning, and Land Use Amendment issues and applications for the property located at 11787 Walsingham Rd., Pinellas County, Florida. Thank you.

Owner , DENNIS K. BROWN

Owner, DEBORAH K. PENNINGTON

State of: Indiana
County of: Johnson

Before me personally appeared Dennis K. Brown/Deborah K. Pennington, 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 29th day of Sept, 2014, a.d., who I personally know or produced identification as Owners.

Notary Public , KAREN D. CARUTHERS
Resident of Marion County

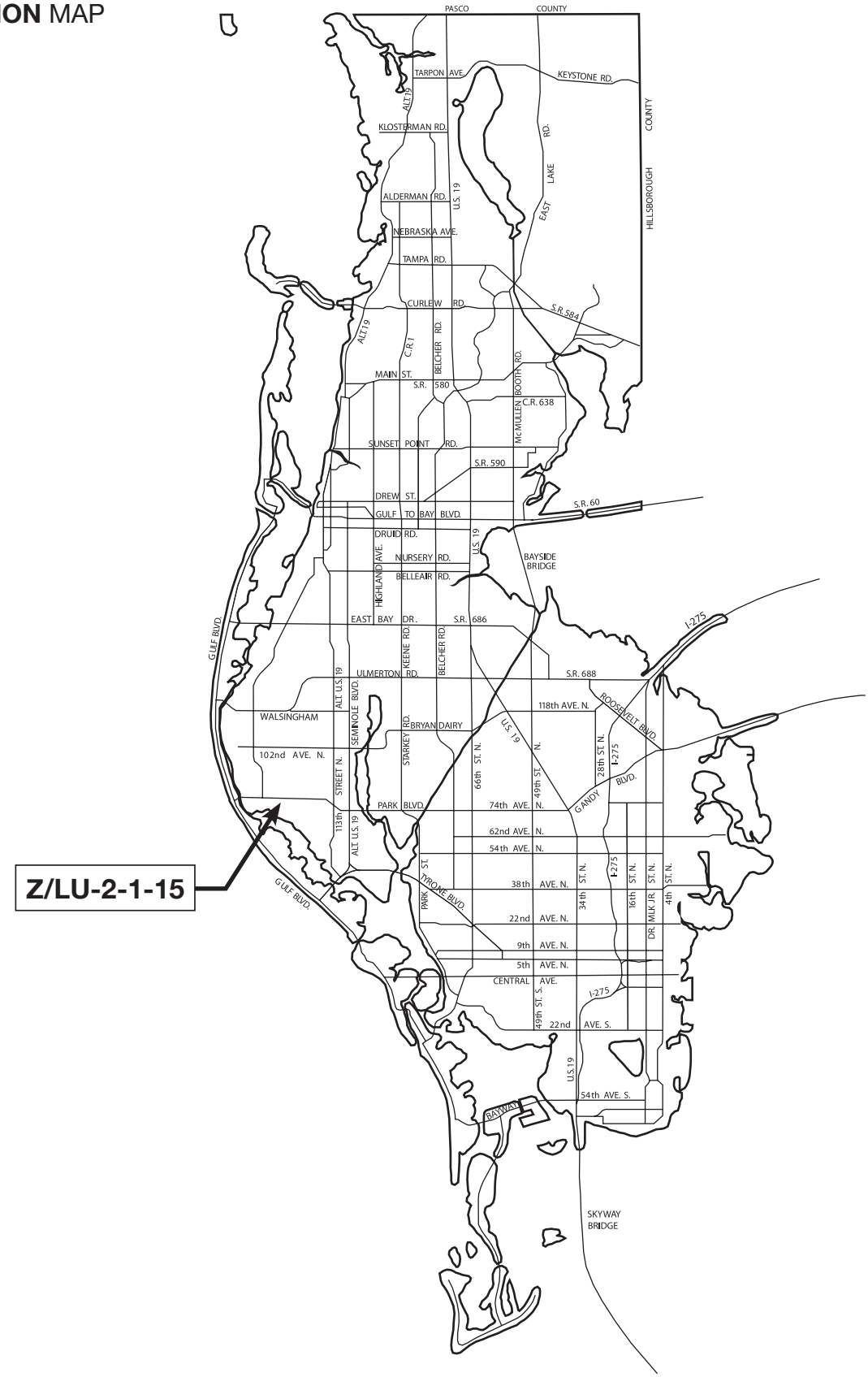
MY COMMISSION EXPIRES:
8/27/16

Ad: Countywide
Atlas Pg # 282

CASE SUMMARY
CASE NO. Z/LU-2-1-15
(Quasi-Judicial)

PRC MEETING:	November 10, 2014 @ 10:00 AM-1st Floor, Planning Conf Room
LPA HEARING:	January 8, 2015 @ 9:00 AM-5th Floor, Board Assembly Room
BCC HEARING:	February 24, 2015 @ 6:00 PM-5th Floor, Board Assembly Room
PPC HEARING:	April 15, 2015 @ 3:00 PM-5th Floor, Board Assembly Room
FINAL DETERMINATION BY:	May 12, 2015
APPLICANT'S NAME:	Christine Gibree
REQUEST:	Zone change from: E-1, Estate Residential to: IL, Institutional Limited Land Use change from: Residential Suburban to: Institutional With a development agreement for an assisted living facility, not to exceed 16 ft. in height, located on a portion of the 1.3 acre parcel (and on the parcel immediately to the east located at 7770 128th Street North) with a variance for parking to allow 20 spaces where 71 are required, and a variance to allow an assisted living facility within 950 ft. of another facility where 1,000 feet of separation are required.
CASE DESCRIPTION:	A portion of a 1.3 acre parcel located at 7749 De Long Way in the unincorporated area of Seminole ((29/30/15/20543/000/0020 (a portion of) & 29/30/15/70794/400/0501). A legal description is available in file upon request.
APPLICANT/ADDRESS:	Christine Gibree 1114 18th Street Southwest Largo, FL 33770
REP/ADDRESS:	Steve Williamson Johnson, Pope, Boke, Ruppel, Burns, P.a. 911 Chestnut Street Clearwater, FL 33756
NOTICES SENT TO:	Christine Gibree, Steve Williamson, Seminole, Mike Meidel-Economic Development Council, DOT, Clint Herbic-Pinellas County School Board, BCC Office & Surrounding Owners
EXISTING USE:	Assisted Living Facility & Single Family Facility
PROPOSED USE:	Assisted Living Facility
LAND USE:	Residential Suburban
ZONING:	E-1

LOCATION MAP



MAP-**1**

Z/LU-2-1-15	**Zone change**	**From:** E-I, Estate Residential **To:** IL, Institutional Limited	
	Land Use change	**From:** Residential Suburban **To:** Institutional	

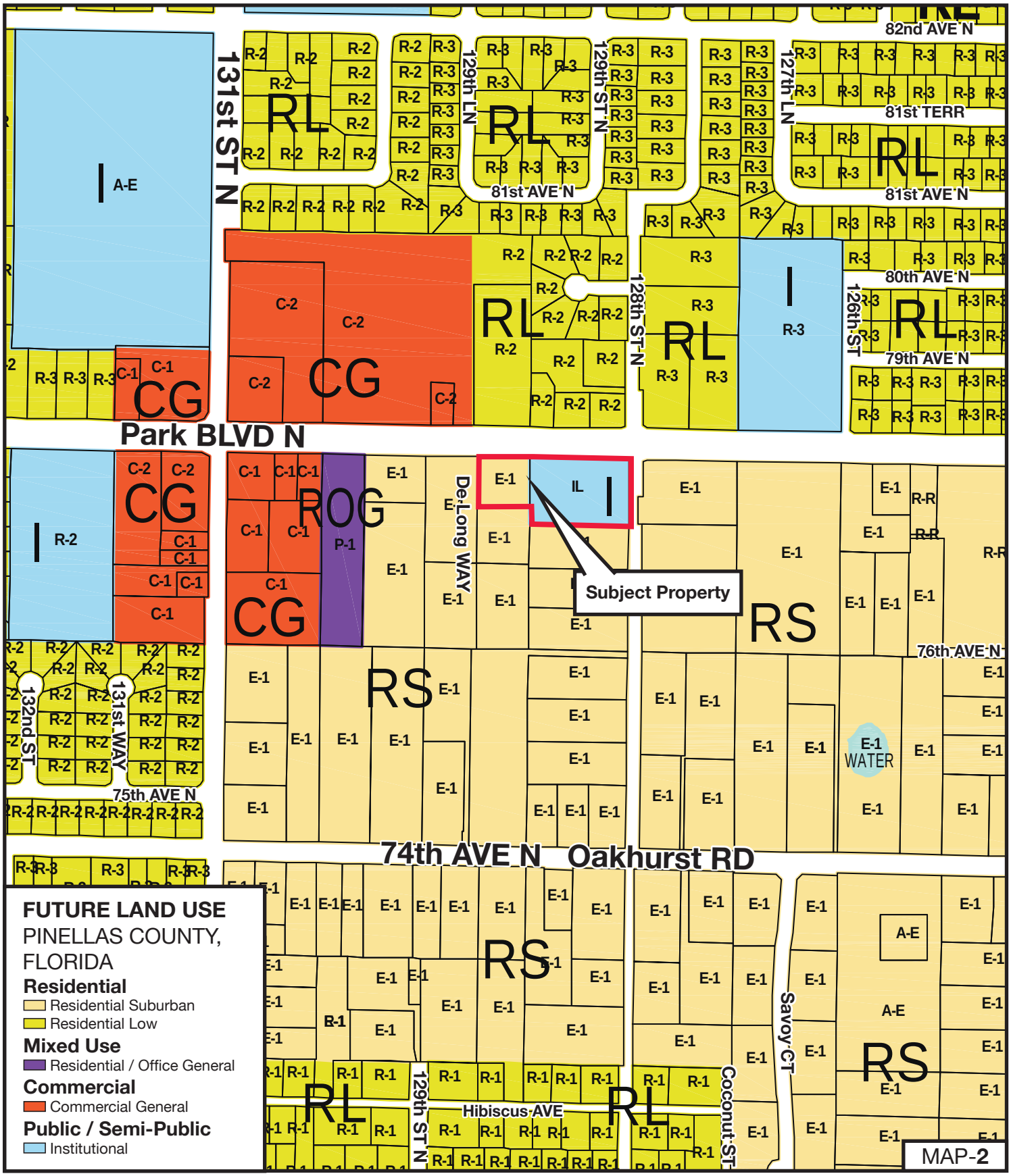
With a Development Agreement for an ALF, not to exceed 16 feet in height, with a variance for parking to allow 20 spaces where 71 are required, and a variance to allow an ALF within 950 feet of another facility where 1,000 feet of separation are required.

Parcel I.D. a portion of 29/30/15/20543/000/0020; AND 29/30/15/70794/400/0501 with a Development Agreement

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

N

Pinellas County



Z/LU-2-1-15

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

Land Use change From: Residential Suburban
To: Institutional

With a Development Agreement for an ALF, not to exceed 16 feet in height, with a variance for parking to allow 20 spaces where 71 are required, and a variance to allow an ALF within 950 feet of another facility where 1,000 feet of separation are required.

Parcel I.D. a portion of 29/30/15/20543/000/0020; AND 29/30/15/70794/400/0501 with a Development Agreement

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

Pinellas County

Z/LU-2-1-15	**Zone change**	**From:** E-I, Estate Residential **To:** IL, Institutional Limited	
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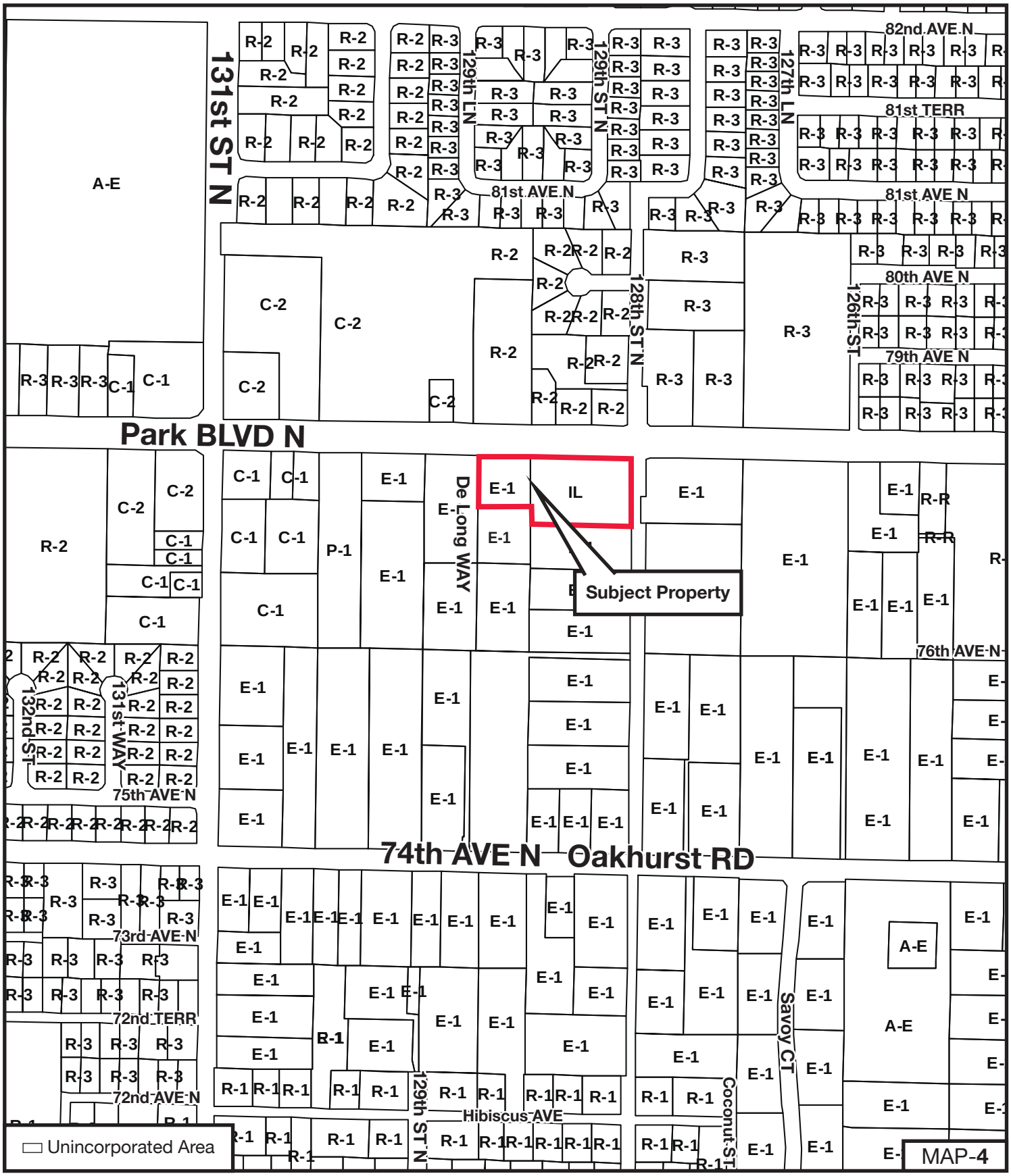
Parcel I.D. a portion of 29/30/15/20543/000/0020; AND 29/30/15/70794/400/0501 with a Development Agreement

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

N

Pinellas County



Z/LU-2-1-15	**Zone change**	**From:** E-I, Estate Residential **To:** IL, Institutional Limited	
	Land Use change	**From:** Residential Suburban **To:** Institutional	

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Parcel I.D. a portion of 29/30/15/20543/000/0020; AND 29/30/15/70794/400/0501 with a Development Agreement

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

N

Pinellas County

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

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT ("THIRD AMENDMENT") is dated _____, 2015, and entered into by and among GIB PROPERTIES, LLC, a Florida limited liability company ("OWNER"), and PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida, acting through its Board of County Commissioners, the governing body thereof (the "COUNTY").

Recitals

A. On January 17, 2008, OWNER and the COUNTY entered into that certain Development Agreement, recorded in O.R. Book 16124, Page 1090, in the Public Records of Pinellas County, Florida, as amended by that certain First Amendment to Development Agreement dated October 20, 2009, recorded in O.R. Book 16735, Page 217, in the Public Records of Pinellas County, Florida, as amended by that certain Second Amendment to Development Agreement dated February 29, 2012, recorded in O.R. Book 17503, Page 1916, in the Public Records of Pinellas County, Florida (collectively, the "DEVELOPMENT AGREEMENT") concerning the real property more particularly described on Exhibit "A" attached hereto and incorporated herein ("ORIGINAL PROPERTY").

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

C. OWNER is the owner of the .55 acres of real property generally located at the southeast corner of DeLong Way and Park Boulevard, in unincorporated Pinellas County, and as more particularly described in Exhibit “B” attached hereto and incorporated herein (“ADDITIONAL PROPERTY”). The ORIGINAL PROPERTY and ADDITIONAL PROPERTY are referred to herein collectively as “PROPERTY.”

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

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

F. The OWNER has requested that the COUNTY place a land use designation of Institutional ("I") and a zoning designation of Institutional Limited ("IL") on the ADDITIONAL PROPERTY and approve a parking variance for the PROPERTY to allow 20 parking spaces where 71parking spaces are required by CODE;

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

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

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

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

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

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

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

3. Effective Date. This THIRD AMENDMENT to DEVELOPMENT AGREEMENT shall become effective as provided for by the Act and shall be contingent upon obtaining final approval, and effectiveness of a land use designation of I, and a zoning designation of IL, as requested on the ADDITIONAL PROPERTY .

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

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

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

The following restrictions shall apply to development of the PROPERTY:

6.1.3.1 Owner shall combine the ORIGINAL PROPERTY and ADDITIONAL PROPERTY into one parcel for the assisted living facility and a maximum of 71 beds shall be permitted on the combined PROPERTY and shall be developed substantially in conformance with the concept plan attached hereto as Exhibit "C" ("CONCEPT PLAN"). No portion of the assisted living facility building shall be constructed on the ADDITIONAL PROPERTY.

6.1.3.2 No structure related to the assisted living facility use on the PROPERTY shall exceed sixteen (16) feet or one (1) story in height.

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

6.1.3.4 No commercial or delivery vehicles related to the assisted living facility on the PROPERTY shall make use of DeLong Way.

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

be perpetual and may be amended or terminated only with the consent of the COUNTY, which consent shall not be unreasonably withheld.

7. Variances.

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

> 6.2.4 The COUNTY hereby grants OWNER a variance from Code Section 138-1302(1)(c) to allow 20 parking spaces on the PROPERTY where 71 are required. It is understood by the parties hereto that parking requirements for the ORIGINAL PROPERTY and ADDITIONAL PROPERTY may be satisfied by allocating parking across the combined PROPERTY.

The following shall be added as a new Section 6.2.5 to the DEVELOPMENT AGREEMENT:

> 6.2.5 The COUNTY hereby grants OWNER a variance from Code Section 138-1 such that the distance between the facility located on the PROPERTY and another group home facility located nearby shall be reduced from 1,000 feet to 950 feet.

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

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

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

[End of Substantive Provisions, Signature Page to Follow]

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

WITNESSES:

OWNER:

GIB PROPERTIES, LLC,
a Florida limited liability company

_____
Printed Name:_____

By:_____
Christine Gibree, Manager

_____
Printed Name:_____

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Christine Gibree, as Manager of GIB Properties, LLC, a Florida limited liability company, on behalf of the company. She ☐ is personally known to me or ☐ has produced _____ as identification.

_____
Notary Public

_____
Print Notary Name
My Commission Expires:

KEN BURKE
Clerk of the Circuit Court

By:_____
Deputy Clerk

(OFFICIAL SEAL)

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

By:_____
Karen Williams, Chair

APPROVED AS TO FORM BY
OFFICE OF THE COUNTY ATTORNEY

By: _____
Assistant County Attorney

EXHIBIT "A"

Original Property Legal Description

Parcel I-A
The East 155 feet of the North 264 feet of Lot 5 in the Southeast1/4 of Section 29, Township 30 South, Range 15 East, as shown by map of Pinellas Groves, Inc., recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, less that part lying within 50 feet of the Survey Deed filed February 9, 1956, Clerks Instrument No. 254480-A, Public Records of Pinellas County, Florida, LESS the South 15 feet thereof which was deeded out in O.R. Book 5150, Page 1112, more particularly described as The South 15 feet of the North 264 feet of Lot 5, in the Southeast 1/4 of Section 29, Township 30, South, Range 15 East, as shown by map of Pinellas Groves, Inc., recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida.

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

EXHIBIT “B”

Additional Property Legal Description

The North 143.00 feet of Lot 2, De Long Way Subdivision, according to the plat thereof, as recorded in Plat Book 118, Page 38 in the Public Records of Pinellas County, Florida.

EXHIBIT “C”

Concept Plan

1. Owner: Christine Gibree

Mailing Address: 1114 18th St SW

City: Largo State: Fl Zip Code: 33770 Daytime Phone: (727) 804 5549

Email:

2. Representative's Name: Steve Williamson

Company Name: Johnson, Pope, Bokor, Ruppel, Burns LAW Firm

Mailing Address: 911 Chestnut Street

City: Clearwater State: Fl Zip Code: 33756 Daytime Phone: (727) 461. 1818

Email:

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

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

N/A

Specify interest held:

B. Is there an existing contract for sale of subject property: _____ Yes X 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 X 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: E-1 to IL Institutional Limited
Land use, Plan Amendment From RS to I & A variance to Parking & Spacing From Another ALF with A DA.

5. Location of subject property (street address): 1.3 7770 128th St. N.

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

Portion of DeLong Way Subdivision Lot 2

7. Size of Property: 1.3 feet by _____ feet, _____ acres

8. Present zoning classification: E-1

9. Present Land Use Map designation: Residential Suburban

10. Date subject property acquired: March 27, 2014

11. Existing structures and improvements on subject property:
39 Bed ALF

12. Proposed structures and improvements will be:
32 Bed increase on existing property

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).

Because there is A need for quality Assisted Living Facility Accomodations In the Seminole Area.

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

Briefly state the nature and outcome of the hearing: Denied

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

7770 128th St N.
Seminole, FL 33776

Oak Tree Nursery, Inc.

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.

_____
***Signature of Owner or Trustee

Date: 10-8-14

STATE OF FLORIDA, COUNTY OF PINELLAS

Before me this 8 day of October, 20 14

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

_____
(signature) NOTARY PUBLIC

MELISSA S. FUSILLO
Notary Public - State of Florida
My Comm. Expires Jan 11, 2015
Commission # EE 54770

(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).

9/17/14

To Whom It May Concern:

Re: Oak Tree Manor, ALF

We have known Chris, owner, of Oak Tree Manor, for over 18 years.

My father was a resident there for years and he received excellent care. Their grounds are well kept and there are no problems having the ALF on 128th St.

I think we were originally misinformed about her intentions with the property in question.

Therefore, we would like to rescind our original signatures denying her request.

Barbara Krysko

Leon Krysko

7575 128th St. N.

Seminole, FL 33776

September 22, 2014

Pinellas County Board of County Commissioners
315 Court Street
Clearwater, FL 33756

RE: Oak Tree Manor

Dear Board of County Commissioners,

My name is Dan Wickline, and I reside at 12797 74th Avenue N, which is on the corner of 128th Street and 74th Avenue and at the end of the street where Oak Tree Manor is located. I am writing to inform you that I have no objections to the proposed construction at Oak Tree Manor.

The owner keeps a well maintained property that is always pressure cleaned and freshly painted. The grounds are well manicured and the trees are kept nicely trimmed. Over the years, as I traveled to and from my home and past Oak Tree Manor, I've observed the residents outside throwing a ball and doing other kinds of exercise. The workers are engaged in tending to their needs. It is not uncommon for the owner to stop and talk for a little while when she's taking a resident for a walk up the street and is always very pleasant.

In the 18 years I've lived near Oak Tree Manor, I have had no issues or objections to the facility. My late wife always said she'd rather live next to Oak Tree Manor than have a gas station on the corner!

Warm Regards,

Dan Wickline

Dan Wickline

393-7483

13050 Park Blvd.
Seminole, FL 33776

9119 Belcher Rd.
Pinellas Park, FL 33782

Corporate Address:
12932 Lois Avenue
Seminole, FL 33776

September 20, 2014

RE: Oak Tree Manor Zoning Change

Ms. Christine Gibree,

We are writing today to state that we are not in opposition of your requested zoning change nor the upcoming hearing related to this matter. We are familiar with your facility and have only known it to be one that is well maintained and serves an important need in our community.

Sincerely,

Steve and Jodi Whitcomb

Steve and Jodi Whitcomb
Owner/Operators
Joto's Pizza

A WEALTH SOLUTIONS TEAM

WITH EMPHASIS ON PROACTIVE INVESTMENT STRATEGIES AND COMMUNICATIONS

September 23, 2014

Attn: John Cueva
Re: Christine Gibree, ALF

Dear Mr. Cueva,

I, Joseph Raissi (7651 128th St), am in favor of the proposed addition.

I have no problem with the ALF addition and never had an issue with this neighbor.

Please let me know if you have any questions.

Best Regards,

Joseph Raissi, MBA
Financial Advisor

JR/rl

VISIT US AT WWW.JOSEPHRAISSI.COM
PHONE: (727) 384-9500 • (813) 644-5956 FAX: (727) 384-3371
RAISSITEAM@RAYMONDJAMES.COM
6500 CENTRAL AVE. ST. PETERSBURG, FL 33707
2202 N WESTSHORE BLVD STE 200 TAMPA, FL 33607
Securities offered through Raymond James Financial Services, Inc. Member FINRA/SIPC

Seminole Garden Florist & Party Store
On Park Blvd
13030 Park Blvd
Seminole, Fl. 33776
* Fresh Flowers * Decorations
*Plush *Party Goods *
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Mr. Bob Matthews
City of Seminole
Will Be At hearing
in Favor of
OAK Tree Mand

AGENCY FOR HEALTH CARE ADMINISTRATION

PRINTED: 08/07/2014
FORM APPROVED

STATEMENT OF DEFICIENCIES	(X1) PROVIDER/SUPPLIER IDENTIFICATION NUMBER: AL11964739	(X3) DATE SURVEY COMPLETED 08/01/2014
NAME OF PROVIDER OR SUPPLIER Oak Tree Manor	STREET ADDRESS, CITY, STATE, ZIP CODE 7770 128th Street N Seminole, FL 33776	
SUMMARY STATEMENT OF DEFICIENCIES (FINDINGS PRECEDED BY TAG AND REGULATORY IDENTIFYING INFORMATION)		

Specific Tag Findings:

0000-Initial Comments

Assisted Living Facility

An unannounced biennial state licensure survey was conducted on 8/1/14.

The Oak Tree Manor, assisted living facility, had no deficiencies at the time of the visit.

Leader, September 11,

Commission says yes and no to ALF rezoning request

SUZETTE PORTER

CLEARWATER – Pinellas County Commissioners e denied two of three rezoning requests from as- ed living facilities so far in 2014. Commissioner an Latvala wants to make sure changes in the ks by the county's planning department include need for ALF facilities in the future.

The first denial occurred Feb. 25 when commis- ners said no to a request for a zoning and land change on 3.36 acres on East Lake Road. The perty owner wanted to build a 68-bed ALF and n agreed to a condition that an ALF be the only owable use of the site to assuage neighbor's ncerns.

Commissioners denied another request Aug. 19 a zoning and land use change by an existing ALF, Oak Tree Manor, to allow for an expansion onto an adjacent parcel of land on Park Boulevard in Seminole.

Several owners of neighboring properties protested the change. Most were concerned that a bigger facility would detract from the residential nature of the area. Others talked about parking.

The rezoning request included a variance, reducing the required number of parking spaces from 71 to 20. Staff acknowledged that the ALF had an agreement with the Winn-Dixie store across the street for overflow parking. But, the neighbors said that agreement wasn't real, and they questioned the safety of visitors and staff crossing Park Boulevard to get to the ALF.

There was history involved with the property, including previous protests by the neighbors to previous requests. In 1996, the Board of Adjustment approved a 20-bed assisted living facility. In 2004, the owner requested an increase to 24 beds. A zoning change was approved in 2007 to allow a 34-bed facility. In 2012, commissioners approved a zoning change, allowing bed capacity of 39. A parking variance reduced the required number of spaces from 39 to nine.

If commissioners had approved the Aug. 19 request, the facility could have increased its bed capacity to a maximum of 71 beds.

A third zoning request, also presented Aug. 19, garnered the commission's unanimous approval. Ivy Ridge Assisted Living Facility, 7179 40th Ave. N. in unincorporated St. Petersburg, requested a land use change to allow an increase in beds from 58 to 78 and a parking variance for 38 spaces where 78 are required.

Unlike the two requests that were denied, nc new was needed, as Ivy Ridge plans to increa beds without an expansion to its existing build

During the discussion at all three public ings, some talked about a need for more AFLs, cially in the future. Others said plenty of beds available in existing facilities.

"No one wants them in their neighborhood, Commissioner Susan Latvala. "They are reside We'll be in big trouble if we don't allow them."

Pinellas County is currently working on ch to its land use map and other planning docum

Latvala urged staff to consider ALFs as the the new codes. She suggested scheduling a d sion about them in the near future.

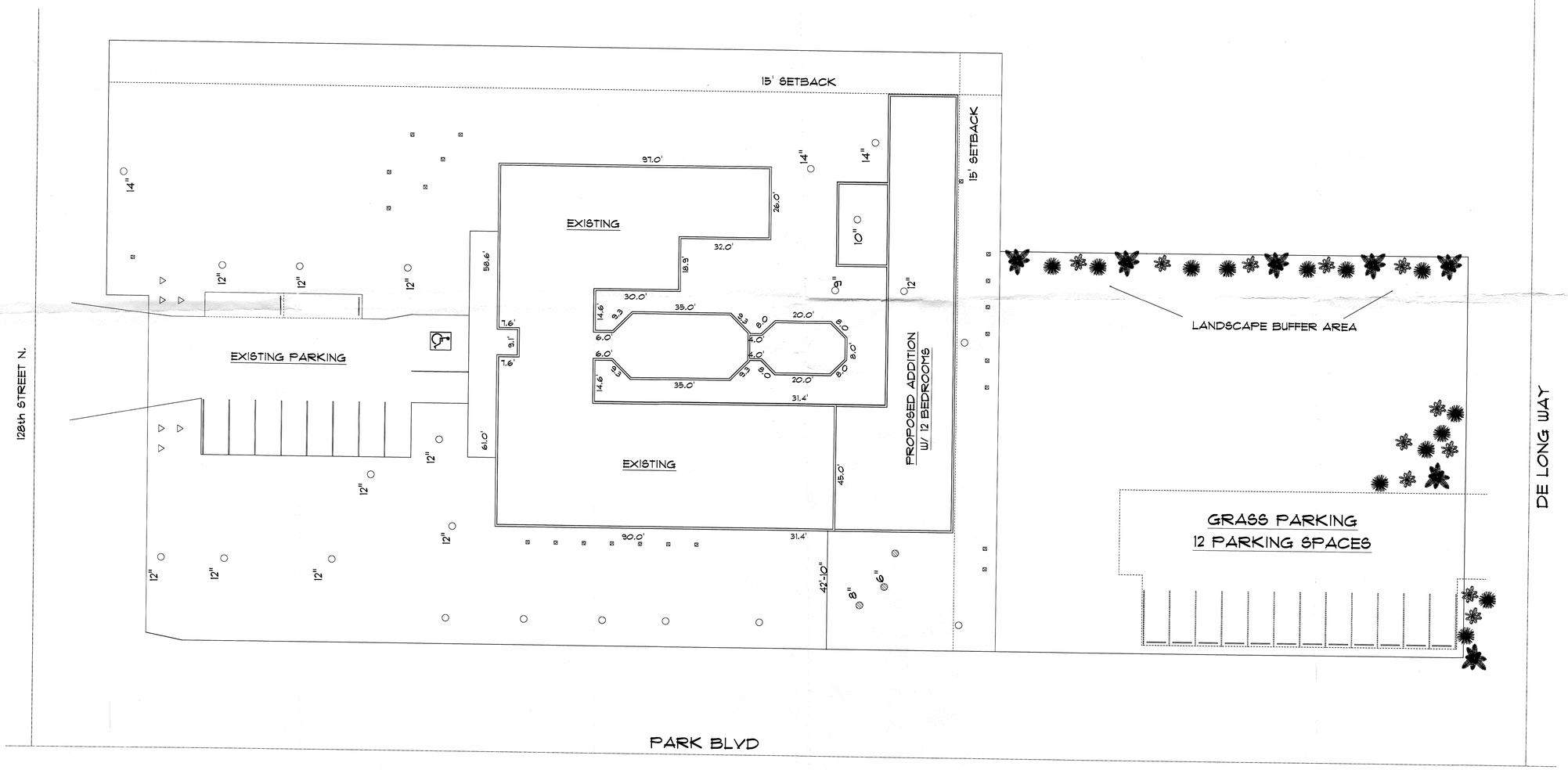
"We're all going to need one," she said.

PALM ▽

OAK ○

LAUREL OAK ⊘

CREPE MYRTLE ▫



CONCEPT PLAN

SCALE: 1" = 20'

Z/LU-2-1-15

ADDITION FOR:
OAK TREE MANOR
7770 128th STREET N.
SEMINOLE, FL. 33776

BALI DESIGN Inc.
Tel: (727) 638-5725
P.O. Box 1762
Dunedin, Fl. 34697

REVISED

DATE: 9/25/14

SHEET #: 1

OF 1 SHEETS

Gulf Coast Consulting, Inc.

Land Development Consulting
Engineering • Planning • Transportation • Permitting
ICOT Center
13825 ICOT Boulevard, Suite 605
Clearwater, FL 33760
Phone: (727) 524-1818
Fax: (727) 524-6090

October 27, 2014

Mr. John Cueva, Planning Department Zoning Manager
Pinellas County Planning Department
440 Court Street, 4th Floor
Clearwater, FL 33756

Re: Case # Z/LU 2-1-15 – Oak Tree Manor ALF Expansion
Parking Analysis

Dear Mr. Cueva:

Per our discussion please find enclosed a copy of the site-specific detailed Parking Analysis we conducted for this project. We look forward to the LPA Hearing on January 8, 2015 and the BOCC meeting on February 17, 2015.

Sincerely,

Robert Pergolizzi, AICP/PTP
Principal

Cc: Christine Gibree
Steve Williamson
14-052

PARKING ANALYSIS
FOR
OAK TREE MANOR
7770 128TH STREET
PINELLAS COUNTY, FLORIDA

PREPARED FOR:
OAK TREE MANOR

PREPARED BY:
GULF COAST CONSULTING, INC.
OCTOBER 2014
PROJECT # 14-052

Robert Pergolizzi, AICP/PTP
AICP #9023/PTP #133

I. INTRODUCTION

The applicant is seeking approval to expand an existing ALF located at 7770 128th Street in unincorporated Pinellas County. The property is located on the south side of Park Boulevard between 128th Street and Delong Way. (See Figure 1) The expansion of the ALF on the property is the subject of a Land Use Plan Amendment and Rezoning with a parking variance. This application requires an assessment of the parking adequacy for the existing ALF and expanded ALF and it was determined a parking study should be completed.

As part of the expansion from 39 beds to 71 beds an existing unused vacant parcel to the west of the ALF building is proposed to be used for additional parking. The existing paved parking lot contains 9 spaces (7 standard spaces + 2 HC spaces) and supports the existing 39 bed ALF.

II. METHODOLOGY

Prior to conducting this analysis a methodology was established with the Pinellas County staff. It was agreed GCC would conduct a parking accumulation study of at the existing ALF building on a normal weekday between 8 AM and 5 PM. The study area included only the existing parking lot since public parking lots are not in close proximity to the site, and any on-street parking would be negligible due to the narrow width of 128th Street.

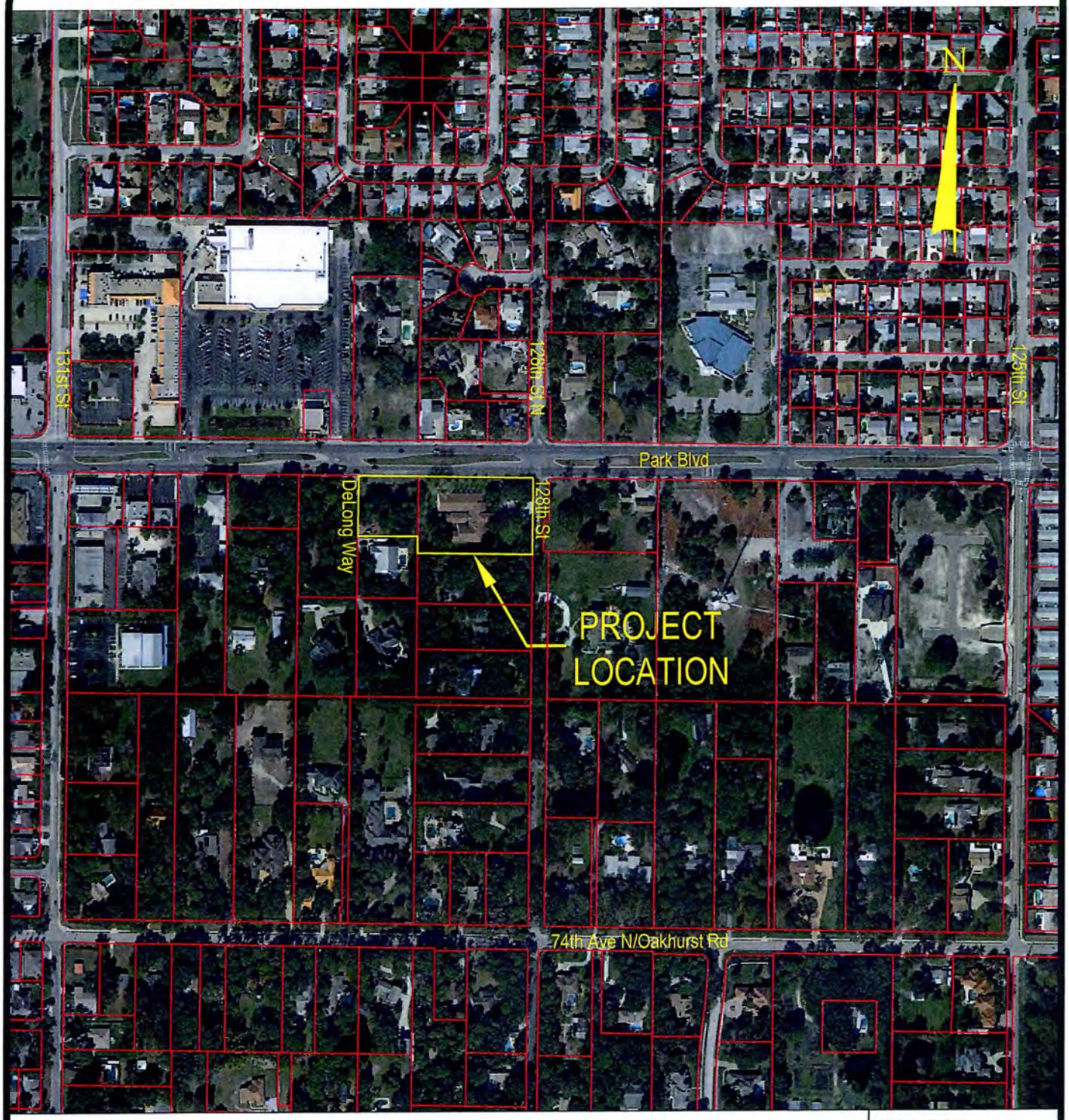
Per the Land Development Code there is a minimum parking requirement of 1 space per bed. Although staff is seeking to amend the code to 1 space / 3 beds, this code amendment has not yet been adopted. According to strict interpretation of the current code, the existing ALF would require a total of 39 parking spaces. The code provides for reducing the required number of parking spaces to recognize special situations. This use, being a highly specialized use, allows full control of staffing and most employees use PSTA buses such that parking needs are reduced.

III. EXISTING PARKING CONDITIONS

Existing conditions were established by conducting parking lot observations between the hours of 8:00 AM and 5:00 PM on Wednesday October 22, 2014. The parking lot was checked every hour for the number of spaces that were occupied. The number of occupied spaces was noted and an accumulated total was obtained.

<u>Wednesday October 22, 2014</u>

On Wednesday (normal weekday) parking demand varied slightly throughout the study period from a low of 2 occupied spaces (22%) at 8 AM to a peak demand of



PROJECT LOCATION – OAK TREE MANOR ALF SITE

PROJECT NO: 14-052

Gulf Coast Consulting, Inc.
Land Development Consulting

DATE: 10/2014

DRAWN BY: MKC

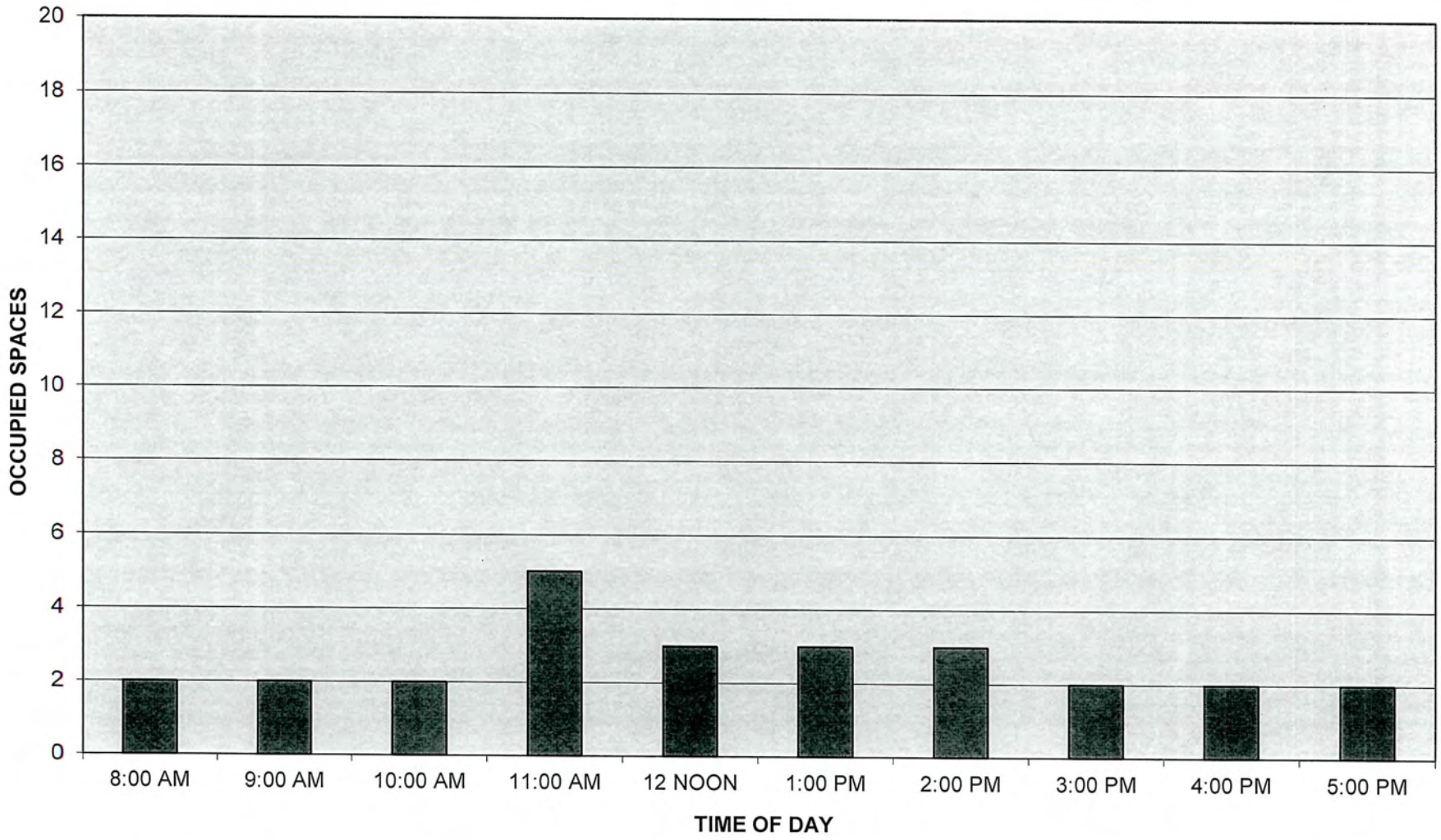
FIGURE: 1

Y:\PINELLAS\Oak Tree Manor ALF (14-052)\Drawings\14-052 TC.dwg, 10/24/2014 7:29:40 AM

TABLE 1
WEDNESDAY OCTOBER 22, 2014

	OAK TREE MANOR EXISTING LOT		
TIME	**OCC.**	**TOTAL**	**% OCCUPIED**
8:00 AM	2	9	22%
9:00 AM	2	9	22%
10:00 AM	2	9	22%
11:00 AM	5	9	56%
12 NOON	3	9	33%
1:00 PM	3	9	33%
2:00 PM	3	9	33%
3:00 PM	2	9	22%
4:00 PM	2	9	22%
5:00 PM	2	9	22%

FIGURE 2 - WEDNESDAY OCTOBER 22, 2014



5 occupied spaces (56%) at 11 AM. Table 1 provides an hourly tabulation and Figure 2 provides a graph of hourly parking space occupancy.

Based on the data collected the site has an actual peak parking demand of 0.13 spaces per bed. This ratio (5 spaces / 39 beds) may be extrapolated to the expanded ALF. As such, the parking demand for the proposed 71 bed ALF would be based on this ratio.

IV. FUTURE CONDITIONS WITH EXPANSION

The proposed modifications would result in a 71 bed ALF with 21 on-site parking spaces (9 existing + 12 added spaces on the adjacent grass lot). The site would require 71 parking spaces according to strict interpretation of the current code. Using the data obtained from the existing Oak Tree Manor and extrapolation to include the additional 32 beds and new parking, demand for the expanded ALF would be 10 spaces, and 11 additional spaces would be available for overflow if needed. Therefore, the modification of the parking lot to contain 21 total spaces for the expanded ALF will still provide adequate parking for the proposed expanded operation at this site.

V. CONCLUSION

This analysis demonstrates a maximum of 5 parking spaces were occupied during any hour of the study period at the Oak Tree Manor site, which equates to 10 total spaces being necessary for the proposed expanded development. As such, the parking demands for the expanded Oak Tree Manor ALF to contain a total of 71 beds are easily satisfied. With the redevelopment of site providing 21 parking spaces, the parking demands can be accommodated. T**he flexibility may be granted by the Board of County Commissioners.**

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Land Development Consulting
Engineering • Planning • Transportation • Permitting
ICOT Center
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Principal

Cc: Christine Gibree
Steve Williamson
14-052

RECEIVED
OCT 28 2014
BY: