DEVELOPMENT AGREEMENT
RESTORATION BAY RE-DEVELOPMENT PROJECT
Pinellas County, Florida

This Development Agreement ("Agreement") is dated March __, 2021, effective as provided in Section 5 of this Agreement, and entered into between TTGC, 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 ("County").

R E C I T A L S:

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

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

C. Owner is the owner of approximately ninety-six (96) acres m.o.l. of real property located adjacent to 66th Avenue North on the property's northern boundary, the County's existing Boca Ciega Millennium Park on the property's western boundary, and Boca Ciega Bay on the property's southern boundary, in the unincorporated area of the County, as the property is more particularly described on **Exhibit "A**" attached hereto (the "Property").

D. Owner desires to re-develop and re-purpose the Property as a Brownfield Site (as defined in Section 376.79(4), Florida Statutes) to include, inter alia, single-family detached residential uses, a master storm water system to help address historic, pre-existing area-wide storm water retention-detention issues and water quality discharge issues into Boca Ciega Bay, and the creation of a linear greenway/trail system to connect Millennium Park via a publicly-accessible trail and/or boardwalk system for passive viewing of environmental areas fronting Boca Ciega Bay.

E. Various portions of the Property currently have land use designations of Recreation/Open Space (R/OS) and Preservation (P), and is zoned R-A; however, historically the County has taken the following actions with regard to the Property:

(i) The Property originally was provided a Residential Low (RL) land use designation, and R-1 and R-2 zoning categories, and was platted for 273 single-family residential lots, consistent with the land use, zoning, and actual uses now adjacent to the Property;

(ii) The golf course use originally was approved as a special exception use in the R-2 zoning district, however the Residential Low land use and R-2 zoning designations were not amended at that time;

(iii) The Property's land use designation was changed in 1975 to Recreation/Open Space (R/OS) to reflect its then-current use as a golf course; however, the R-2 zoning category was not changed by the County to R-A until 1985, when the Board of County Commissioners indicated the zoning change to R-A was to conform to the then-current golf course use, and that the Property owner could request a future zoning modification for other uses;

(iv) The recorded plat for 273 residential lots was not vacated by the County until 1992;

(v) The golf course use for the Property ceased in 2018, the clubhouse and other facilities since have been removed pursuant to a County demolition permit, and the special exception use for the golf course has expired due to the cessation of such use on the Property; and

(vi) The R-A zoning designation placed on the Property by the County allows residential density of one (1) unit for each two (2) acres of land as a permitted use; and

(vii) Policy 1.3.5 within the Coastal Management Element of the County's Comprehensive Plan allows up to five (5) units of residential density within the Coastal Storm Area, within which the Property is located.

F. The Property was not previously developed in concert with any surrounding properties or any other project, was not a part of any master development plan or planned unit development with any other surrounding properties, and no density attributed to the Property under its original Residential Low (RL) land use category was ever transferred out of the Property or otherwise used to justify any density increase for development of any other surrounding properties. Consequently, neither the current owner nor the former owners/developers of the Property ever derived any income, profit, or other financial return based upon the unrelated, separate development by others of any surrounding residential communities, nor from the transfer or use of any density related thereto.

G. The Property was never deed restricted by any governmental action, private deed restriction, homeowner's association master declaration of covenants, development agreement or any other legal use restriction upon the Property.

H. Owner has requested that the County reinstate the original land use designations of Residential Low (RL) and Preservation (P), and approve a zoning designation of RPD (Residential Planned Development) on the Property, with a voluntary limit by the Owner on the maximum density of 273 residential single-family detached lots, which is the same as the prior, recorded plat density of 273 lots pursuant to the prior R-2 Zoning density for the Property. The requested density is approximately three (3) units per acre of land within the Property, which is only sixty percent (60%) of the density allowed pursuant to Policy 1.3.5 of the Coastal Management Element of the Comprehensive Plan.

I. The residential density otherwise available to the Owner under the RL land use and RPD zoning categories cannot legally be limited without a voluntary development agreement under applicable law, and 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, and the County supports the change in zoning and land use designation based upon the provisions of the Agreement.

J. 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.

K. 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 as legally described on Exhibit A is subject to this Agreement.

Section 4. Ownership. The Property is owned in fee simple by Owner, and the required certification of title for the Property has been provided to the County.

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 Residential Low (RL) and Preservation (P), and a zoning designation of RPD (Residential Planned Development), as requested for the Property. The approved Development Master Plan (DMP) for the Property is attached hereto as **Exhibit "B**."

5.2. This Agreement shall continue in effect until terminated as defined herein but for a period not to exceed fifteen (15) years, unless extended by mutual agreement of the 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, and shall run with the land.

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 submittal of the applicable application or plan(s) to the County, unless otherwise expressly provided in this Agreement for a specific entitlement, condition, or mitigation requirement.

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

6.1.3.1 Density Limit. The Property shall be platted and used for not more than 273 single-family detached residential dwelling units.

6.1.3.2 Permitted Uses. The only other uses allowed for the Property shall be storm water retention/detention/treatment, environmental mitigation and/or flood plain compensation areas, a linear greenway/trail system to connect Millenium Park to the Boca Ciega Bay frontage area, typical homeowner's association recreational and common areas, and such excavation, fill, remediation, water quality filtration/treatment system and other site work related to the Florida Brownfields Redevelopment Program identified in Section 6.1.5, below (collectively the "Residential Supporting Uses").

6.1.3.3 No Other Uses.There shall be no multi-family use, nor any commercial, office or other non-residential uses for the Property.

6.1.3.4 Development Intensities and Criteria. In addition to the 273-unit lot maximum for the Property, Owner shall comply with the building setbacks, buffers, height limitations, minimum lot criteria, and other development requirements as conceptually set forth on the DMP. In addition, the detailed engineering plans for the Property shall address and incorporate the "Public Benefit Improvements" as referenced in Section 6.1.5 below.

6.1.3.5 Historic Resources. Phase II archeological testing is required prior to any ground-disturbing activities in the area(s) denoted and proximate to the Florida Master Site file designation(s). the necessity for any Phase III archeological testing shall be predicated on the results of the Phase II testing. The timing for the Phase II testing shall be at the Developer's discretion; however, no ground disturbing activities and no final development orders will be approved until such time that a

satisfactory Phase II test and a Phase III test and appropriate mitigation strategy, if warranted, is complete.

6.1.3.6 Emergency Management. The Developer shall provide a written disclosure in each residential home sale contract, in a form approved by the County, documenting the applicable flood zone and flood elevation for the applicable lot and finished floor elevation for the home. In addition, the Developer shall provide to each homeowner at closing a written summary of the applicable hurricane evacuation route(s) for the Property, full disclosure that mandatory evacuation rules may apply to the property, a list of the then-existing hurricane evacuation shelter(s) in the vicinity, and such other information as may provided by the County for such homeowners. In addition, the Developer or its applicable builder(s) shall contribute the amount of $250.00 per home, payable at the time of issuance of the certificate of occupancy for such home, to the County as a hurricane mitigation payment to be used by the County for provision of additional hurricane shelter(s) and/or equipment and supplies for existing hurricane shelters in the vicinity of the Property.

6.1.3.7 Flood Plain Management Rules. The Property shall be subject to compliance with all Flood Plain Management Rules in force at the time of site development for the Property.

6.1.3.8 Drainage, Conservation & Access Easement. At the time of platting for the Property, and based upon the final, approved site development plans, the areas contemplated by the DMP for the perimeter linear/public access park, storm water treatment, retention and/or detention, wetlands, and wetland buffer or wetland restoration areas (but excluding any developed lots, roadways, and internal private HOA common areas), shall be subjected to a mutually agreed Drainage, Conservation & Access Easement in favor of the County (the ”New Easement”), to insure the perpetual use and maintenance of such areas for their designated purposes, and to preclude any future residential or other development use of such areas. The New Easement shall provide that the designated homeowner’s association for the Property shall provide the permanent maintenance for all facilities included within the New Easement, including any storm water treatment, attenuation, and detention/retention provided within the New Easement to help accommodate off-site drainage flows which historically have crossed the Property without formal easements. Concurrent with recordation of the New Easement, all prior County drainage easements which no longer

are required shall be vacated, released and cancelled of record, based upon the new, approved drainage plans and the New Easement.

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's Housing & Community Development 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 and shall include the maximum building height, density/intensity, and other development parameters set forth in the approved DMP. 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.

6.1.5 Commitment to Public Benefit Improvements. To implement certain on-site improvements which will provide public benefits to the County at-large and the adjacent surrounding areas, the Developer has agreed to incorporate into the site development plans for the Property appropriate features to implement the "Public Benefit Enhancements" set forth on **Exhibit "C**." The specific engineering plans for inclusion of the Public Benefit Enhancements in the site development plan shall be subject to County approval, which shall not be unreasonably conditioned or withheld provided the Public Benefit Enhancements are materially consistent with Exhibit C.

6.1.6 Participation in Brownfield Program. Owner has voluntarily requested that the Property be designated as a Brownfield Area under the Florida Brownfields Redevelopment Program pursuant to Sections 376.77 – 376.84, F.S. The Owner has submitted such application request, and the County shall process same for consideration and approval by the County concurrent with the pending land use and zoning applications. Such acceptance of the Property as a Brownfield Area under the Florida Brownfields Redevelopment Program shall be contingent upon, and effective concurrent with, the approval of the new land use designation, zoning category, and this Development Agreement on the terms and conditions set forth herein.

6.1.7 Pedestrian and Traffic Mitigation Improvements; Access Points. Owner has proposed the implementation of certain pedestrian, bicycle, and vehicular traffic improvements to mitigate the potential traffic impacts from development of the Property consistent with this Development Agreement. At the County's request, the Owner's traffic impact analysis ("TIA") analyzed the use of one (1) primary project access point at the historic

Property access point on 66th Avenue North (the "North Access"), and also with the addition of a second primary access point on the east boundary of the Property on existing County public right-of-way at Evergreen Avenue and then to align with Irving Avenue (the "East Access"). The TIA demonstrates that acceptable levels of service will be maintained with the addition of project traffic (based upon 273 single-family residential units) with implementation of only the North Access or with implementation of both the North Access and the East Access; however, based upon the TIA's projected trip generation for the project the Land Development Code requires a second access point. Therefore, the Owner therefore has agreed to construct primary access points at both the North Access and the East Access, as required by the County's Land Development Code at the time of site development permitting based upon the actual number of single family detached units proposed for the final plat for the Property. Dependent upon the applicable County Land Development Code requirement, the Owner's potential required off-site mitigation improvements for each access option are set forth on **Exhibit "D"** (the "Pedestrian and Traffic Mitigation Improvements"). Regardless of the number of site access points required by the County's Land Development Code, the Owner also shall provide the pedestrian improvements to 66th Avenue North as set forth in Exhibit D as part of the Pedestrian and Traffic Mitigation Improvements. Owner shall design, permit and construct the Pedestrian and Traffic Mitigation Improvements, at Owner's sole cost and expense, concurrent with the site development work on the Property, and shall complete same prior to issuance of the certificate of occupancy for the first dwelling unit within the Property. The construction access location shall be at either the North Access or the East Access, as directed by the County at the time of site development approval, and limited to weekdays (excluding holidays) from 7 a.m. to 5 p.m.

6.2 Obligations of the County.

6.2.1 Concurrent with the approval of this Agreement, the Board hereby amends the land use and zoning designation for the Property as set forth in Recital H above, and hereby designates the Property as a Brownfield Area under the Florida Brownfields Redevelopment Program.

6.2.2 County will process preliminary and final site plan applications for the Property that are materially consistent with the Development Master Plan and this Development Agreement, and that meet the requirements of the Code at the time of the effective date of site development plans submittals, except for the provisions of this Agreement which shall prevail.

6.2.3 The final effectiveness of the re-designation referenced in Section 6.2.1 is subject to:

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

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

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

7.1. Potable water from Pinellas County.

7.2. Sewer service from Pinellas County.

7.3. Fire protection from Pinellas County.

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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 in such event. This obligation survives the termination of the Agreement for the time necessary to accomplish the re-designations.

10.2. If Owner's obligations set forth in this Agreement are not followed in a timely manner, as reasonably 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 fifteen (15) 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: TTGC, LLC
111 S. Armenia Avenue
Suite 201
Tampa, FL 33609

With copy to: Joel R. Tew, Esquire
Tew & Associates
35595 U.S. Highway 19, North
921
Palm Harbor, FL 34684

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; SIGNATURES PAGES FOLLOW]

WITNESSES:

OWNER:

TTGC, LLC,
a Florida limited liability company

By: _____

_____
Printed Name: _____

_____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, who is personally known to me or who produced _____ as identification.

_____
Notary Public

By: _____
Print Notary Name
My Commission Expires:

ATTEST:

PINELLAS COUNTY, FLORIDA

KEN BURKE, CLERK

_____
Deputy Clerk

By: _____
Chairman
Board of County Commissioners

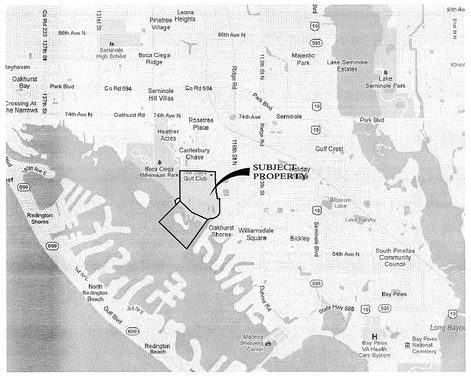
APPROVED AS TO FORM:

_____
County Attorney

Exhibit A:

Legal Description for the Property

SECTION 33 , TOWNSHIP 30 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FLORIDA



LOCATION MAP
(NOT TO SCALE)

LEGAL DESCRIPTION: (PER COMMITMENT)

Parcel 1: A portion of Section 33, Township 30 South, Range 15 East, Pinellas County, Florida, being described as follows: Commence at the Northwest corner of Lot 12, Block 35 of Section B Seminole Estates for a POINT OF BEGINNING, proceed South 01° 08' 22" West, 391.13 feet; thence South 88° 51' 38" East, 10.00 feet; thence South 01° 08' 22" West, 150.00 feet; thence South 05° 42' 12" East, 121.02 feet; thence South 01° 08' 22" West, 30.00 feet; thence South 88° 51' 38" East, 4.50 feet; thence South 01° 08' 22" West, 30.00 feet; thence South 05° 48' 04" East, 151.11 feet; thence South 01° 08' 22" West, 146.27 feet; thence South 00° 47' 39" East, 30.00 feet; thence North 89° 12' 21" East, 28.70 feet; thence South 00° 07' 39" East, 30.00 feet; thence South 00° 00' 28" East, 120.00 feet; thence North 89° 59' 32" East, 19.27 feet; thence South 00°00' 28" East, 58.59 feet; thence South 11° 46' 19" West, 51.00 feet; thence South 83°24' 57" East, 132.86 feet; thence 50.28 feet along the arc of a curve to the right radius 736.67 feet, chord South 08° 29' 38" West, 50.27 feet; thence North 88° 50' 33" West, 5.47 feet; thence South 547.01 feet; thence 377.26 feet along the arc of a curve to the right, radius 317.00 feet, chord South 34° 05' 32" West, 355.39 feet; thence South 68° 11' 02" West, 144.02 feet; thence North 89° 57' 30" West, 134.22 feet; thence South 68°11' 02" West, 33.27 feet; thence 106.22 feet along the arc of a curve to the left, radius 340.00 feet, chord South 59° 14' 01" West, 105.80 feet; thence North 00° 08' 29" East, 17.76 feet; thence along the government meander line North 65° 03' 45" West, 850.03 feet; thence North 45° 03' 45" West, 790.22 feet; thence North 00° 18' 27" East, 1464.36 feet; thence South 88° 47' 05" East, 1221.57 feet; thence 182.85 feet along the arc of a curve to the left, radius 550.00 feet, chord South 79° 18' 51" East, 182.01 feet; thence South 88° 50' 33" East, 324.45 to the POINT OF BEGINNING; and

PARCEL 2: A portion of Government Lot 2, Section 33, Township 30 South, Range 15 East, Pinellas County, Florida, being described as follows: Commence at the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 33 for a POINT OF BEGINNING; said POINT OF BEGINNING being on the Northern boundary line of Government Lot 2, thence South 00° 18' 27" West, 124.93 feet; thence South 46° 00' 00" West, 270.00 feet More or Less to Point "A", said Point "A" being on the approximate Mean High Water Line; thence return to the POINT OF BEGINNING; thence North 88° 50' 33" West, 128.30 feet; thence South 46° 00' 00" West, 170.00 feet More or Less to a point on the approximate Mean High Water Line, thence meandering in a Southeasterly direction along the approximate Mean High Water Line 210 feet More or Less to Point "A" as previously described; and

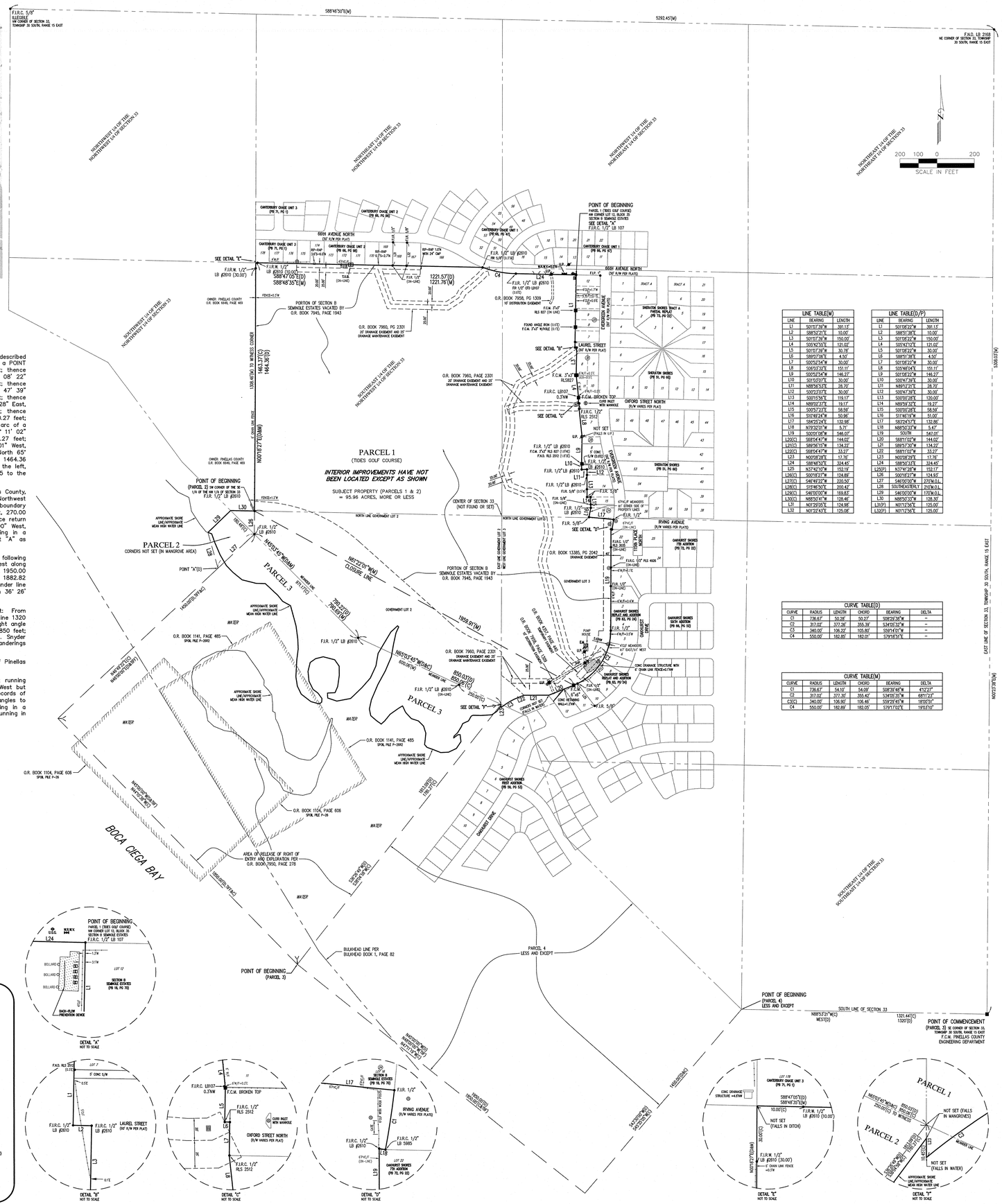
PARCEL 3: Government Lot 2 together with any accretions to Government Lot 2, which lies within the following described tract: From the Southeast corner of Section 33, Township 30 South, Range 15 East, run West along Section line, 1320 feet; thence South 43° 30' 00" West, 1450.00 feet; thence North 45° 00' 00" West, 1950.00 feet to a POINT OF BEGINNING; continue North 45° 00' 00" West, 1850.00 feet (deed) (calculated 1882.82 feet); thence North 46° 00' 00" East 1450.00 feet; thence Southeasterly following the Government meander line of Boca Ciega Bay to a point where Government Lot 2 and Government Lot 3 intersect; thence South 36° 26' 49" West, 1813.09 feet, more or less to the POINT OF BEGINNING.

PARCEL 4: Those certain submerged lands Lying in Pinellas County, Florida described as follows, to-wit: From the Southeast (SE) corner of Section 33, Township 30 South, Range 15 East, run West along Section line 1320 feet to average high tide on the West shore of Boca Ciega Bay to POINT OF BEGINNING; thence at right angle to shore line South 43° 30' West 1450 feet; thence North 48° West 1850 feet; thence North 45° West 1850 feet; thence North 46° East 1450 feet to a point where property line between Seminole Estates and C. Snyder Syndicate intersects shore line of Boca Ciega Bay; thence in a Southeasterly course following the meanderings of Boca Ciega Bay to POINT OF BEGINNING;

LESS AND EXCEPT that portion as conveyed in Deed Book 588, Page 261, of the Public Records of Pinellas County, Florida, being described as those certain submerged lands described as follows:

From the Southeast corner of Section 33, Township 30 South, Range 15 East, Pinellas County, Florida; running West along the Section line 1320 feet to average high tide on East (heretofore incorrectly written West but corrected by Decree of Court in the cause referred to in Deed Book 588, Page 261, of the Public Records of Pinellas County, Florida) shore of Boca Ciega Bay to POINT OF BEGINNING; running thence at right angles to shore line South 43° 30' West 1450 feet; thence running North 48° West 1850 feet; thence running in a Northeasterly direction to the shore line to a point where Government Lots 2 and 3 intersect; thence running in a Southeasterly course following the meanderings of Boca Ciega Bay to the POINT OF BEGINNING.

NOTE: PARCEL 4 IS NOT INCLUDED IN THIS SURVEY.


S88°46'50"E(M)
5292.45'(M)
F.I.R.C. 5/8" ILLEGIBLE NW CORNER OF SECTION 33, TOWNSHIP 30 SOUTH, RANGE 15 EAST
F.N.D. LB 2568 NE CORNER OF SECTION 33, TOWNSHIP 30 SOUTH, RANGE 15 EAST
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NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33
SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33
SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33
EAST LINE OF SECTION 33, TOWNSHIP 30 SOUTH, RANGE 15 EAST
N00°18'27"E(M)
1464.36'(D)
1336.40'(D) TO WITNESS CORNER
SCALE IN FEET
200 100 0 200
POINT OF BEGINNING PARCEL 1 (TIDES GOLF COURSE) NE CORNER LOT 13, BLOCK 35 SECTION B SEMINOLE ESTATES
SEE DETAIL "A"
F.I.R.C. 1/2" LB 107
66th AVENUE NORTH (50' R/W PER PLAT)
CANTERBURY CHASE UNIT 3 (PB 71, PG 1)
CANTERBURY CHASE UNIT 2 (PB 86, PG 88)
CANTERBURY CHASE UNIT 1 (PB 86, PG 87)
CANTERBURY CHASE UNIT 1 (PB 86, PG 92)
SEE DETAIL "C"
F.I.R.W. 1/2" LB #2810 (50.00') S88°47'05"E(D) S88°46'35"E(M)
1221.57'(D) 1221.76'(M)
F.I.R.C. 1/2" LB #2810 FIR 1/2" CPD LB#57 (0.6')
F.I.R.C. 1/2" LB #2810 FIR 1/2" CPD LB#57 (0.6')
O.R. BOOK 7958, PG 1309 10' DISTRIBUTION EASEMENT
F.C.M. 3"x3" RLS 837 (ON LINE)
FOUND ANGLE IRON (0.6') F.C.M. 3"x3" W/NAIL (0.1')
SEE DETAIL "B"
LAUREL STREET (50' R/W PER PLAT)
SHERATON SHORES (PB 51, PG 60)
SHERATON SHORES (PB 73, PG 22)
SHERATON SHORES TRACT A PARTIAL REPLAT (PB 73, PG 22)
OXFORD STREET NORTH (R/W VARIES PER PLAT)
O.R. BOOK 7960, PAGE 2301 20' DRAINAGE EASEMENT AND 25' DRAINAGE MAINTENANCE EASEMENT
F.C.M. 5"x5" RLS 2512
F.I.R.C. LB107 0.3'N/W
F.C.M.-BROKEN TOP
CURB INLET W/N MANHOLE
NOT SET (FALLS IN C/L)
SEE DETAIL "D"
F.I.R. 1/2" LB #2810 F.C.M. 2"x2" RLS 907 (1.4'E) P.K.D. RLS 2512 (1.4'E)
F.I.R. 1/2" LB #2810
F.I.R. 5/8" (0.5'E)
F.I.R. 1/2" LB #2810
F.I.R. 5/8" (0.5'E)
F.I.R. 1/2" LB #2810
F.I.R. 5/8"
F.I.R. 5/8"
SEE DETAIL "E"
SEE DETAIL "F"
F.I.R. 5/8"
PARCEL 1 (TIDES GOLF COURSE)
INTERIOR IMPROVEMENTS HAVE NOT BEEN LOCATED EXCEPT AS SHOWN
SUBJECT PROPERTY (PARCELS 1 & 2) = 95.96 ACRES, MORE OR LESS
NORTH LINE GOVERNMENT LOT 2
POINT OF BEGINNING (PARCEL 2) NW CORNER OF THE SE 1/4 OF THE NW 1/4 OF SECTION 33 F.I.R. 1/2" LB #2810
OWNER: PINELLAS COUNTY O.R. BOOK 6945, PAGE 469
OWNER: PINELLAS COUNTY O.R. BOOK 6945, PAGE 469
L30
L29
L28
L27
L26
L25
L24
L23
L22
L21
L20
L19
L18
L17
L16
L15
L14
L13
L12
L11
L10
L9
L8
L7
L6
L5
L4
L3
L2
L1
PARCEL 2 CORNERS NOT SET (IN MANGROVE AREA)
POINT "A"(D)
N65°03'45"W(M)
PARCEL 3
N65°03'45"W(M) CLOSURE LINE
N88°50'33"W(M) 324.45'(D)
N88°50'33"W(M) 128.30'(D)
N88°50'33"W(M) 850.03'(D) 850.03'(C)
N88°50'33"W(M) 250.00'(D)
N88°50'33"W(M) 324.45'(D)
N88°50'33"W(M) 128.30'(D)
N88°50'33"W(M) 850.03'(D)
N88°50'33"W(M) 250.00'(D)
N88°50'33"W(M) 324.45'(D)
N88°50'33"W(M) 128.30'(D)
N88°50'33"W(M) 850.03'(D)
N88°50'33"W(M) 250.00'(D)
APPROXIMATE SHORE LINE/APPROXIMATE MEAN HIGH WATER LINE
MEANDER LINE
MHW
MHW
MHW

BOCA CIEGA BAY

AREA OF RELEASE OF RIGHT OF ENTRY AND EXPLORATION PER O.R. BOOK 7950, PAGE 278

PARCEL 2

FLOOD ZONE LINE PER FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 12103C0180K, MAP EFFECTIVE DATE SEPTEMBER 3, 2003 (TYPICAL)

ZONE "AE" (EL. 11)

ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN)

ZONE "AE" (EL 13)

ZONE "AE" (EL 12)

ZONE "X" (AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD)

ZONE "VE" (EL 14)

PARCEL 1
(TIDES GOLF COURSE)

INTERIOR IMPROVEMENTS HAVE NOT BEEN LOCATED EXCEPT AS SHOWN

SUBJECT PROPERTY (PARCELS 1 & 2) = 95.96 ACRES, MORE OR LESS

ZONE "AE" (EL 12)

ZONE "AE" (EL 11)

ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN)

ZONE "X" (AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD)

SCALE IN FEET

OAKHURST SHORES SIXTH ADDITION (PB 66, PG 99)

OAKHURST SHORES REPLAT AND ADDITION (PB 83, PG 27)

OAKHURST DRIVE

15th PLACE NORTH

OAKHURST SHORES 7TH ADDITION (PB 72, PG 22)

ISLAND AVENUE

SHERATON SHORES (PB 51, PG 60)

SHERATON SHORES REPLAT OF PARCEL 'A' (PB 51, PG 60)

SHERATON COURT

LAUREL STREET

SEMINOLE ESTATES (PB 51, PG 70)

EVERGLADE LANE NORTH

60th AVENUE NORTH

CANTERBURY CHASE UNIT 2 (PB 68, PG 98)

CANTERBURY CHASE UNIT 1 (PB 66, PG 79)

CANTERBURY CHASE UNIT 3 (PB 71, PG 32)

CANTERBURY CHASE UNIT 4 (PB 71, PG 47)

AN AREA OUTSIDE OF SUBJECT PROPERTY INCLUDED IN LEGAL DESCRIPTION

Sep 22, 2016 – 3:29pm G:\SURVEY\4800\800\002\Production\Xrefs\TIDES GE BOUNDARY-REV1.dwg

DRAWN: J.E.B.
CHECKED: S.G.
COGO FILE: TGC-LDD

King ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
PHONE 813 ▪880 ▪8881
FAX 813 ▪880 ▪8882
E-MAIL king@kingengineering.com

TIDES GOLF COURSE

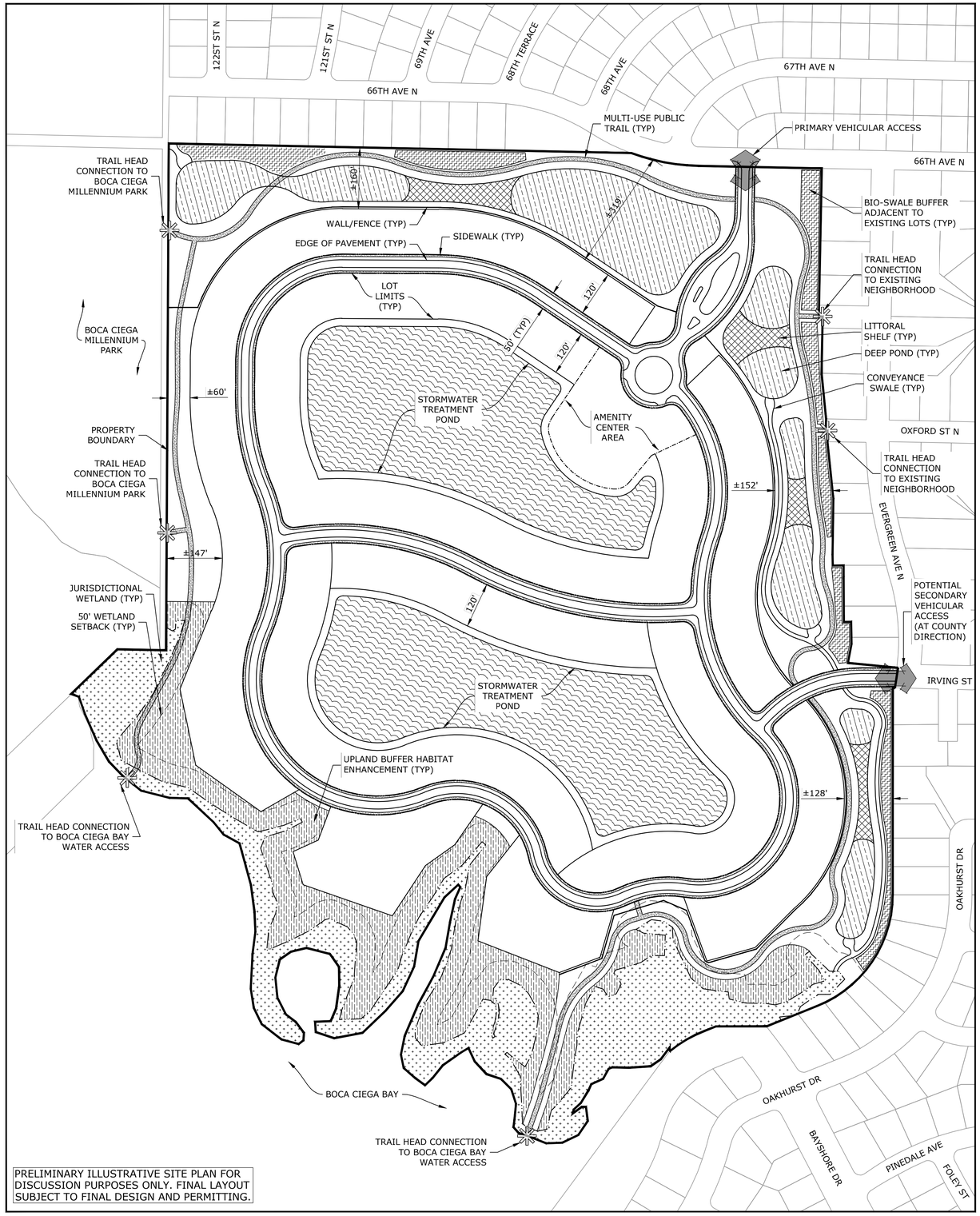
BOUNDARY SURVEY

NO.	DATE	REVISIONS	APP'D BY
3	9/22/2016	UPDATE SURVEY	
2	10/12/2012	REVISE PER ATTORNEY COMMENTS	
1	10/9/2012	REVISE PER ATTORNEY COMMENTS	

JOB NO. 4817-000-003
FIELD BOOK NO. K1277
DATE: SEPT. 14, 2012
SCALE: 1" = 100'
SHT. 2 OF 2

Exhibit B:

Development Master Plan (DMP)



PRELIMINARY ILLUSTRATIVE SITE PLAN FOR DISCUSSION PURPOSES ONLY. FINAL LAYOUT SUBJECT TO FINAL DESIGN AND PERMITTING.

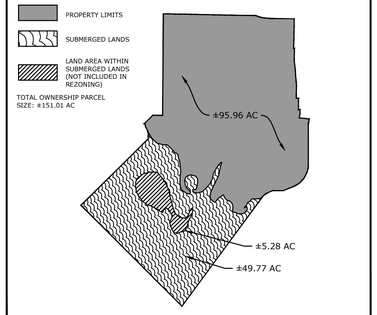
SITE DATA

PROPERTY BOUNDARY	±95.96 AC
TOTAL UPLANDS	±88.88 AC
TOTAL WETLAND AREAS	±7.08 AC
100-YEAR FLOODPLAIN	±51.51 AC (AE = 35.26 AC) (VE = 16.25 AC)
TOTAL MAXIMUM PROPOSED UNITS	273 DU
RL DENSITY	3.1 DU/AC

LEGEND

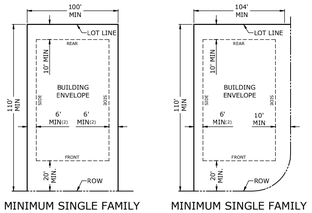
- PROPERTY BOUNDARY
- MULTI-USE PUBLIC TRAIL
- CONVEYANCE SWALE
- RIGHT OF WAY
- PROPERTY APPRAISER PARCEL BOUNDARIES
- 50' WETLAND SETBACK
- FEMA FLOOD ZONE
- AMENITY CENTER AREA
- TRAIL HEAD
- VEHICULAR ACCESS
- JURISDICTIONAL WETLANDS
- JURISDICTIONAL OTHER SURFACE WATER (TO BE REMOVED)
- STORMWATER TREATMENT POND
- DEEP POND
- LITTORAL SHELF
- BIO-SWALE BUFFER
- UPLAND BUFFER HABITAT ENHANCEMENT

OWNERSHIP PARCEL BOUNDARY



TYPICAL LOT LAYOUT
Evacuation zone A

NOTES:
1. MAXIMUM BUILDING HEIGHTS: 45' FOR SINGLE FAMILY DETACHED
2. INCREASED SIDE YARD SETBACKS WILL BE PROVIDED WHERE NECESSARY TO ALLOW PROPER MAINTENANCE AND SERVICEABILITY OF MECHANICAL EQUIPMENT.



MINIMUM SINGLE FAMILY DETACHED 100' LOT DETAIL
N.T.S

MINIMUM SINGLE FAMILY DETACHED CORNER 100' LOT DETAIL
N.T.S

GENERAL NOTES

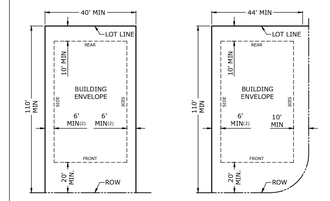
1. THE PROJECT IS LOCATED IN FEMA FLOOD ZONE "VE", "AE" AND "X" AS SHOWN ON FEMA FIRM MAP, PANEL 0183G, DATED 09/03/2003.
2. THERE ARE PLATTED LOTS WITHIN 150' OF THE SITE AS SHOWN.
3. NO CULTURAL FACILITIES, COMMUNITY RECREATION AREAS OR PUBLIC FACILITIES EXIST ON-SITE OR WITHIN 150 FEET OF THE PROJECT'S BOUNDARY.
4. THERE ARE NO EXISTING ROADS ON SITE.
5. NO SPECIFIC ARCHITECTURAL DESIGNS ARE PROPOSED.
6. IT IS ANTICIPATED THE PROJECT WILL BE DEVELOPED IN MULTIPLE PHASES.
7. BUFFERING AND SCREENING SHALL BE PROVIDED AS REQUIRED BY THE PINELLAS COUNTY LAND DEVELOPMENT CODE UNLESS OTHERWISE SHOWN.
8. POINTS OF INGRESS AND EGRESS FOR PRINCIPAL PEDESTRIAN, PRIVATE VEHICLES, COMMERCIAL VEHICLES, MASS TRANSIT AND WATERWAY TRAFFIC SHALL BE AS GENERALLY SHOWN.
9. THE CONCEPTUAL INTERNAL ROADWAY NETWORK IS AS SHOWN AND WILL BE LOCAL ROADWAYS. A PORTION OF THE INTERNAL ROADWAY NETWORK MAY BE GATED. ALL INTERNAL ROADWAYS WILL BE 50' ROW, 2 LANES MAXIMUM (EXCLUDING TURN LANES, ACCELERATION AND DECELERATION LANES, ON STREET PARKING, ETC.). ALL ROADWAYS ADJACENT TO THE PROPERTY ARE PUBLIC.
10. THERE ARE NO TRANSIT STOPS OR BIKEWAYS WITHIN 150' OF THE SITE.
11. PUBLIC FACILITIES AND SERVICES AS DETERMINED BY THE APPROPRIATE REGULATORY AGENCY OR PUBLIC SERVICE PROVIDER SHALL BE THE RESPONSIBILITY OF THE DEVELOPER.
12. THE DEVELOPMENT SHALL BE SERVED BY PUBLIC SERVICE WATER LINES.
13. THE DEVELOPMENT SHALL BE SERVED BY A CENTRAL WASTEWATER SYSTEM.
14. WETLAND AREAS AND OTHER ENVIRONMENTAL FEATURES ON-SITE AND WITHIN 150 FEET OF THE SITE ARE GENERALLY LOCATED AS SHOWN.
15. OPEN SPACE/PARK WILL BE OWNED/MAINTAINED BY HOA, CDD, OR OTHER ENTITY.
16. SEE COMPREHENSIVE PLAN AMENDMENT APPLICATION EXHIBITS FOR SURROUNDING FLU, ZONING, AND LOCATION MAP.
17. FOR THE LOTS LOCATED WITHIN THE FLOOD ZONE, THE METHOD OF CONSTRUCTION WILL BE CONSISTENT WITH TRADITIONAL COASTAL CONSTRUCTION METHODS WHICH MAY INCLUDE STILT HOMES WITH ELEVATED MECHANICAL EQUIPMENT. IN THESE AREAS AN INCREASED SIDE YARD SETBACK WILL BE PROVIDED.

LEGAL DESCRIPTION

PT OF S 1/2 OF N 1/2 & S 1/2 OF SEC 33-30-15 BEING VAC PART OF SEMINOLE ESTATES SEC B DESC AS FROM NW COR BLK 35 LOT 12 TH S01D08'22"W 391.13FT TH S88D51'38"E 10FT TH S01D08'22"W 150FT TH S01D08'22"W 30FT TH S88D 51'38"E 4.5FT TH S01D08' 22'W 30FT TH S05D48'04"E 151.11FT TH S01D08'22"W 146.27FT TH S00D47'39"E 30FT TH N89D12'21"E 28.7FT TH S00D07'39"E 30FT TH S00D00'28"E 120FT TH N89D 59'32"E 19.27FT TH S00D00' 28"E 58.59FT TH S11D46' 19"W 51FT TH S83D24'57"E 132.86FT TH CUR RT RAD 736.67FT ARC 50.28FT CB S08D29'38"W 50.27FT TH N88D50'33"W 5.47FT TH S 547.01FT TH CUR RT RAD 317.02FT ARC 377.26FT CB S34D05'32"W 355.39FT TH S68D11'02"W 144.02FT TH N89D57'30"W 134.22FT TH S68D11'02"W 33.27FT TH CUR LT RAD 340FT ARC 106.22FT CB S59D14'01"W 105.8FT TH S36D26'49"W 1813.09FT TH N45DW 1883FT(S) TH N46DE 1245FT(S) TH NW'LY ALG MHW 210FT(S) TH N46DE 164'FT(S) TH S88D50'33"E 128.3FT TH N00D18'27"E 1339.43FT TH S88D47'05"E 1221.57FT TH CUR LT RAD 550FT ARC 182.85FT CB S79D18'51"E 182.01FT TH S88D50'33"E 324.45FT TO POB BEING TIDES COUNTRY CLUB & GOLD COURSE & SUBM LANDS BEING PART OF GOVT LOTS 2 & 3 CONT 151AC(C)

TYPICAL LOT LAYOUT
Evacuation zones D and E

NOTES:
1. MAXIMUM BUILDING HEIGHTS: 35' FOR SINGLE FAMILY DETACHED
2. INCREASED SIDE YARD SETBACKS WILL BE PROVIDED WHERE NECESSARY TO ALLOW PROPER MAINTENANCE AND SERVICEABILITY OF MECHANICAL EQUIPMENT.

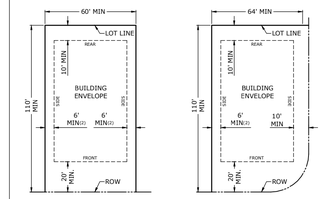


MINIMUM SINGLE FAMILY DETACHED 40' LOT DETAIL
N.T.S

MINIMUM SINGLE FAMILY DETACHED CORNER 40' LOT DETAIL
N.T.S

TYPICAL LOT LAYOUT
Evacuation zone C

NOTES:
1. MAXIMUM BUILDING HEIGHTS: 40' FOR SINGLE FAMILY DETACHED
2. INCREASED SIDE YARD SETBACKS WILL BE PROVIDED WHERE NECESSARY TO ALLOW PROPER MAINTENANCE AND SERVICEABILITY OF MECHANICAL EQUIPMENT.

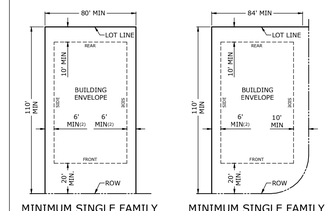


MINIMUM SINGLE FAMILY DETACHED 40' LOT DETAIL
N.T.S

MINIMUM SINGLE FAMILY DETACHED CORNER 40' LOT DETAIL
N.T.S

TYPICAL LOT LAYOUT
Evacuation zone B

NOTES:
1. MAXIMUM BUILDING HEIGHTS: 45' FOR SINGLE FAMILY DETACHED
2. INCREASED SIDE YARD SETBACKS WILL BE PROVIDED WHERE NECESSARY TO ALLOW PROPER MAINTENANCE AND SERVICEABILITY OF MECHANICAL EQUIPMENT.



MINIMUM SINGLE FAMILY DETACHED 80' LOT DETAIL
N.T.S

MINIMUM SINGLE FAMILY DETACHED CORNER 80' LOT DETAIL
N.T.S

0 160 320
SCALE: FEET

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NO.	DATE	REVISION	BY

RESTORATION BAY
PINELLAS COUNTY, FLORIDA

DEVELOPMENT MASTER PLAN

JOB NO: 2019-0195-00
DATE: 11/12/2020

April 23, 2019 H:\PLANNING\projects\0012\2019\0195\Production\Drawings\Concept Exhibit\Zoning Plan\Restoration Bay - Zoning Plan.dwg

Exhibit C:
Public Benefit Enhancements

Exhibit C

Public Benefit Enhancements

Stormwater and Water Quality Elements:

Overview of Stormwater Quality Improvement Opportunities: As detailed under the Preliminary Drainage Analysis provided with the PUD Zoning application package, the Restoration Bay project will include a stormwater treatment system that will be designed to help treat stormwater from approximately 180+ acres of surrounding (off-site) residential areas. These off-site stormwater flows historically have been entering into and through the subject property (without formal easements in some instances) and then discharging into Boca Ciega Bay for decades in a largely untreated condition. The proposed system is intended to provide supplemental stormwater quality treatment and would complement previous public stormwater projects undertaken by the County within Boca Ciega Millenium Park and the Oakhurst Drive drainage improvements. The design elements for the water quality treatment system will emphasize a holistic approach to stormwater treatment and site planning and will incorporate features that maximize the water quality improvement benefits via a "treatment train" approach. The system will be designed to mimic natural processes and blend with the local landscape such that it will be both aesthetically pleasing and highly functional.

Treatment of Off-site Stormwater: The proposed treatment train approach will integrate hydrodynamic separators / baffle boxes, localized rain gardens or bioswales, and will progress through a wet detention pond with deep pools and vegetated littoral zones as well as a potential up-filter system. This series of ponds, to be aligned along the northern and eastern perimeter of the site, will then discharge to a constructed surface conveyance feature which will incorporate cascades, shallow pools, and a vegetated filter marsh before entering a large sediment sump (which may also serve as a stormwater harvesting pond) before discharging to Boca Ciega Bay. The stormwater treatment ponds within the linear stormwater park will incorporate native wetland vegetation – consisting of emergent, submergent and floating aquatic species - in appropriate hydro-zones, as well as native shrubs and trees established on slopes and banks to provide additional habitat support and aesthetic value.

The BMPs dedicated to the off-site flows will provide improved attenuation, treatment, and conveyance capacity compared to the currently existing onsite ditches and eutrophic ponds. The proposed BMPs will slow velocities, keep off-site flows separated from onsite flows, remove sediments and solids, moderate the temperature of the water discharged, and greatly reduce the nutrient and pollutant loads conveyed to Boca Ciega Bay and Millennium Park. Full quantification of the water quality benefits to be achieved will be dependent on final configuration and site constraints but is expected to greatly exceed the "net improvement" standard and be in closer conformance with modern ERP requirements. The engineering design and construction details will be provided in the site development plans and will be subject to review and approval by the County's Public Works Department.

Treatment of On-site Stormwater: Water quality treatment will be provided for on-site flows associated with the proposed project using a holistic stormwater management and site planning approach which meets or exceeds the requirements of the Aquatic Preserve to which it discharges. All on-site stormwater BMPs and conveyance systems, including those dedicated to the treatment and conveyance of off-site flows, will be permanently operated and maintained by the Homeowners

Association, as required by the associated ERP permits. Public/private cooperation and coordination with the County will also be necessary to modify the currently existing on-site public drainage easements in order to recognize the modified (updated) post-project drainage and conveyance configuration. The engineering design and construction details will be provided in the site development plans and will be subject to review and approval by the County's Public Works Department.

Summary: The proposed stormwater treatment and conveyance systems will be integrated into the landscape, will mimic natural processes, and will be both highly functional and aesthetically pleasing. These new stormwater treatment facilities, and in particular the elements within the linear stormwater park area, will also provide educational opportunities to showcase the benefits of holistic site planning and advanced stormwater treatment methodologies. The accommodation and treatment of the substantial off-site flows, which largely have been untreated for decades, will provide a substantial public benefit as such untreated flows historically have discharged directly into Boca Ciega Bay.

Natural Resources Elements:

On-site Habitat Enhancement: The project's site development plans will include a plan for improvement and expansion of native habitats. The site development plans will include elements of exotic/nuisance vegetation removal, natural buffer restoration and enhancement, and native mangrove habitat enhancement. These proposed enhancements will serve to improve the quality and function of existing habitats and will result in improved habitat value for wildlife.

Exotic/Nuisance Vegetation Removal: The areas of proposed vegetative and habitat improvements have been estimated, based on preliminary field review and observation, as part of the conceptual site plan development process. Exotic/nuisance vegetative species currently present on the site, with particularly dense colonization along the mangrove shoreline, include Brazilian pepper, carrotwood and Australian pine. Groundcover vegetation up to the natural mangrove shoreline consists primarily of turfgrasses and colonizing weedy species. A more detailed, final plan for exotic vegetation treatment/removal, and enhancement of wetland and upland/buffer habitat will be prepared during the project design and permitting phase. At such time, more detailed and specific field location of exotic/nuisance species colonization (through use of field survey methods), along with development of plans and specifications for the actual habitat enhancements (e.g., specific methods of removal, precautionary measures, species composition, planting schedules, etc.) will be prepared, and will enable calculation of the actual acreages that will be subject to habitat enhancement and creation. Primary targets for enhancement of on-site wetland habitats will be in the vicinity of the southern shoreline and along the western property boundary. Enhancement of mangrove swamp wetlands would likely involve removal of exotic vegetation (e.g., Brazilian pepper, carrotwood, etc.) combined with selective planting of native saltmarsh species and/or mangrove trees. The exact type, location and extent of exotic/nuisance vegetation removal and habitat enhancement will be determined following more detailed site planning, identification of degraded habitats and completion of functional assessments, all of which would be accomplished during the design and permitting phase of the project. The proposed site plan will also provide enhancements to the wetland setback along the southern property boundary. In this area, maintained turfgrass (and more recently colonizing weedy species) that has existed for decades along the edges of mangroves and tidal wetlands will be replaced with native upland and transitional plant species and naturally vegetated bio-swales. This will result in an improved

physical buffer for the natural, tidal wetlands, and will add structural habitat for wildlife utilization, while serving to provide supplemental natural filtering of stormwater runoff into the bay. The implementation of the natural resources elements of the site development plans will be subject to review and approval of the County's Natural Resources Department.

Mangrove and Tidal Habitat Enhancement: The owner has identified specific opportunities for wetland enhancement such as removal of an historic cart path crossing through a tidal wetland area along the shoreline. In its existing condition, the elevated (filled) cart path bisects a tidal backwater pool area that is surrounded by mangroves. The filled path has essentially interrupted the natural pattern of tidal flushing, resulting in stagnation and very low levels of dissolved oxygen in the isolated area. Removal of the filled path and restoration of pre-disturbance grade elevations will restore the natural tidal pattern, thereby allowing flushing of nutrients and increased levels off dissolved oxygen which will, in turn, provide improved habitat for small fishes, invertebrates and other wildlife.

Upland Buffer Adjacent to Wetlands: The site plan will include an upland buffer along the landward edge of the natural mangrove wetlands, as defined by the jurisdictional wetland limits. The buffer will be enhanced to replace existing turf grasses with native vegetation and will include a "bio-swale" to be vegetated with appropriate native plant species. Native vegetation to be planted within the buffer will consist of groundcover, grasses and herbs, and will also include shrubs and trees. A planting plan for the proposed buffer enhancement areas will be prepared by the owner and reviewed by Pinellas County during the site plan approval process. Minimum maintenance standards for the upland buffer (and any proposed wetland enhancement areas) will be developed by the owner and reviewed by Pinellas County during the site plan approval process. The total width of the enhanced buffer, inclusive of the vegetated bio treatment swale, will be 50 feet. The buffer will be designated as a common area owned and permanently maintained by the homeowner's association and shall not be owned by individual lot owners.

Landscaping: Florida Friendly Landscaping principles, as outlined in The Florida Yards & Neighborhoods Handbook, will be required by the Homeowner's Association documents on residential lots and within common areas. Only native indigenous trees and shrubs will be utilized in the landscaping and, to the extent possible, native forbs and grasses will be used. Exemptions may include non-native food plants grown in residential areas and turfgrasses used on ponds or in landscapes or on public ROWs (roads). Irrigated turfgrass areas shall be consolidated and limited to residential lawns and those areas on the property that receive pedestrian traffic, provide for recreation use, or provide soil erosion control such as on slopes or in swales, and where turfgrass is used as a design unifier, or other similar practical use. Mulch used in both private and public landscaping will consist of sustainable materials such as pine mulch or bark or derived from Eucalyptus or Melaleuca.

Buffer from Boca Ciega Millennium Park: A 50-foot buffer will be maintained on the western portion of the project site, adjacent to Boca Ciega Millennium Park. The existing wetlands along the western perimeter will be protected and incorporated into the buffer area, and a swale system will be constructed. The wetlands and swale system will make up the western portion of the buffer area and will also serve as a fire break. The remainder of the buffer area will be vegetated (trees and landscaping) consistent with County code and will include native/non-invasive plantings that both contribute to local wildlife habitat and reduce potential for on-site vegetation to become a nuisance to the Park environment. Minimum maintenance standards for the 50-foot buffer will be developed by the owner and reviewed and approved by Pinellas County during the site plan

approval process. The 50-foot buffer will be designated as a common area owned and permanently maintained by the homeowner's association and shall not be owned by individual lot owners. Guidance for desired plantings will be derived from: Xeric Landscaping with Florida Native Plants, (Association of Florida Native Nurseries). Exterior lighting will be designed to minimize light spillage onto adjacent park and preservation lands. This will be accomplished with directional lighting, hoods, or other accepted lighting design features.

Anticipated Wildlife Utilization: The establishment of a linear park and green space around the property perimeter, in combination with proposed additional ponds, filter marshes, native landscaped areas, exotic species removal and habitat enhancement, will afford significant opportunities for utilization by various wildlife species. Expansion of stormwater ponds throughout the property will provide increased shorelines and shallow foraging habitat for waterfowl and wading birds, including those species listed as threatened or endangered species. Removal of exotic and invasive vegetation from on-site mangrove swamps and adjacent areas will serve to improve habitat for birds and other wildlife that utilize these habitats for cover and foraging. Similarly, replacement of maintained turfgrass and colonizing weedy species with naturally vegetated buffers along the mangrove shoreline will provide improved wildlife habitat and will aid in wildlife movement along the shoreline. With respect to the identified on-site Osprey nest, because this nest site is located on a dead tree within the proposed development footprint, it is anticipated that it will be necessary to relocate the nest site prior to commencement of site clearing and construction activities. A Migratory Bird Nest Removal Permit will be obtained in accordance with guidelines published by the Florida Fish and Wildlife Conservation Commission. This permit would allow nest removal and relocation (outside the nesting season) prior to commencement of project clearing and construction. The replacement nest structure is expected to be located in the general vicinity of the original nest site in proximity to the linear park.

Public Park and Recreational Elements:

The above-described linear park will serve the dual purpose of providing open/green space that will offer physical and visual buffering between adjacent properties and opportunities for public recreational uses. The meandering linear park will be configured along the northern and eastern perimeter of the property and will extend up to 200 feet in width.

Aside from the stormwater treatment features within this space, a network of trails is proposed within the linear park that will offer opportunities for walking, jogging and bicycling. Incorporation of the trail system within the linear park will also invite opportunities for public education. Placement of educational signage and/or kiosks at points of interest can explore the features and benefits related to the stormwater treatment system, the native vegetation plantings, the wildlife habitat enhancements, and the overall setting along Boca Ciega Bay, with an emphasis on the regional benefits that will be realized by these improvements. The site access will be designed to accommodate public access to and through the linear park, but without intrusion into the private residential portion of the project, so that both the project's residents, public visitors to Millenium Park, and residents of the surrounding existing neighborhoods may enjoy the linear park and its pedestrian and bicycle connectivity to Millenium Park and the Boca Ciega Bay waterfront.

The linear park will target removal of exotic and nuisance vegetation, with retention of existing native trees and vegetation wherever possible. Open upland spaces between the proposed

stormwater treatment features and the trail system will be further enhanced with plantings of native vegetation and will conform with Florida Friendly Landscaping principles. Opportunities for birdwatching, wildlife photography and potential use by local schools as an outdoor classroom are also envisioned for the publicly accessible linear park.

Exhibit D:

Pedestrian and Traffic Mitigation Improvements

Pedestrian Improvements to 66th Avenue North

66th Avenue North currently has intermittent sidewalks on either the north or south side at various intervals. The Owner has proposed and agreed to add sidewalks on the north and south side of 66th Avenue North, where existing public right-of-way is available, and a connecting cross-walk where the sidewalk location changes, as depicted on the attached 66th Avenue Pedestrian Improvements graphic (the "66th Avenue North Pedestrian Improvements"). The goal of the 66th Avenue North Pedestrian Improvements is to provide a more functional and safe environment with the addition of project traffic to facilitate pedestrian movement along 66th Avenue North to and from Millenium Park, interconnecting with the public-access portion of the new trail system on the Property to Boca Ciega Bay and Millenium Park, and to/from the adjacent neighborhoods.

Vehicular Traffic Improvements

As set forth in the Development Agreement, the Owner has agreed to provide two primary access points to the Property at the time of site development, as required by the Land Development Code. Dependent upon the County's Land Development Code requirements, the Owner also has agreed to construct the following off-site access improvements if directed by the County at such time:

North Access Requirements:

With respect to the North Access, the Owner's TIA indicates that the existing northbound left-turn lane on 113th Street, at 66th Avenue North, may warrant extension to accommodate peak season traffic only and subject to certain existing median modifications. If directed by the County, the Owner shall at the Owner's cost extend the existing 140-feet long northbound left-turn lane to up to 360 feet in length, with such median closures as directed by the County.

East Access Requirements:

The Owner's TIA indicates that in addition to the North Access item set forth above, the existing northbound left-turn lane on 113th Street, at 62nd Avenue North, may warrant extension to accommodate peak season traffic only and subject to certain existing median modifications. If directed by the County, the Owner shall at the Owner's cost extend the existing 145-feet long northbound left-turn lane to up to 260 feet in length, with such median closures as directed by the County.