

Pinellas County Planning and Zoning Department

Development Review Service Department

440 Court Street 4th Pl

Clearwater Florida, 33759

Fax 727-453-3256

Email: Zoning@pinellascounty.org



Subject: Case # 224-34-12-15

To the Zoning Board,

I am David Walker, the registered agent for Carlton Investment (the property owner next to Emerald Gardens Assisted Living Facility (EG)) the property was in the company's ownership since before Emerald Gardens was established.

At the time of the proposed zoning for Emerald Gardens it was to be a 10 bed facility on two plus acres of land. Emerald Gardens then filed for 20 beds on the same two plus acres. Our company objected, however the zoning board still sided with Emerald Gardens. The increased capacity of the facility has contributed to an increase in traffic and use of emergency vehicles including fire services.

Now Emerald Gardens wants to expand the 20 bed facility on the original two plus acres, to a 60 bed facility with an additional two plus acres. So for a total of approximately 5 acres EG now wants to have 60+ beds on the same road access and add additional services and traffic to an already heavily used road now, in addition to the likely further increased utilization of emergency services.

It seems to our company that expanding from 10 beds to 20 beds and now 60 beds is out of line with the original planned 10 bed facility proposed by the developers of EG. We expect the Zoning department to realize the negative impact this will have on the surrounding properties and the negative impact on traffic on a very heavily used road already and will not grant the expansion that Emerald Gardens is seeking. When the county bends to every possible request for development, just for perceived growth at the expense of the long time property owners and citizens of the county then what is the purpose of a representative government with administrative departments like zoning?

Other property owners adjacent to Emerald Gardens are also against the proposed expansion of the facility to the wanted 60 bed increase, particularly when the original zoning plan was for 10 beds on two plus acres. At best this facility should be only 20 beds on approximately 5 acres. Thank you for your consideration in this matter, I hope that the county zoning board will side the consensus of the adjacent property owners and reject the proposed expansion of Emerald Gardens.

Best Regards,

David R. Walker

Pinellas County Planning and Zoning Department
Development Review Service Department
440 Court Street 4th Floor
Clearwater, FL 33759

Subject: Case # 224-34-12-15

FAXED
1-25-16

To the Zoning Board:

We, David and Betsy Walker, are owners of property next to Emerald Gardens Assisted Living Facility. Our property address is 2114 Meadow Brook Drive. We have owned this *residential property* and occupied our home since 1982, many years before Emerald Gardens was established.

At the time of the proposed zoning for Emerald Gardens, it was to be a *10-bed facility on two plus acres* of land. Emerald Gardens, then they filed for 20-beds on the same two plus acres - doubling the facility's size. As private property owners, we objected to having a *business* adjacent to *properties zoned for residential use only*, including ours. However, the zoning board at that time granted the owner of Emerald Gardens the zoning change. We have noticed that the increased capacity of the facility has contributed to an increase in traffic and use of emergency vehicles including fire services to the nearby residential properties.

Now Emerald Gardens wants to expand the 20-bed facility to a 60-bed facility with an additional two plus acres. As we understand it, Emerald Gardens now wishes to have 60-beds on 5 acres of land which will have the same road access it presently uses and add even more services and traffic to an already heavily used road now.

It seems to us that expanding from *10-beds* to 20-beds and now to *60-beds* is totally out of line with the originally planned *10-bed* facility proposed by the developers of Emerald Gardens. It is in fact, *six-fold* the original request. We respectfully ask the Zoning Department to realize the *negative impact* this will have on the surrounding residential properties by way of traffic on an already very heavily used road. We ask you *not to grant* the expansion that Emerald Gardens is seeking.

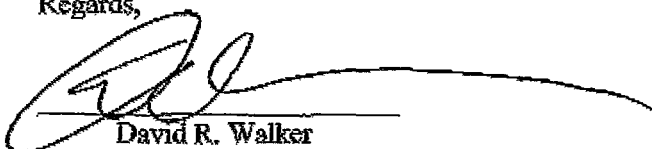
When the county bends to every possible request for development, just for perceived growth at the expense of the *long time private residential property owners and citizens of Pinellas County*, then what is the purpose of a representative government with administrative departments like zoning? We wish our voices to be heard and our concerns seriously heeded.

Other residential property owners adjacent to and/or near Emerald Gardens are also against the proposed expansion of the facility. There are *no other business zoned properties* any where near Emerald Gardens along the west side of McMullen Booth Road. Zoned residential properties begin *.2 miles south* of Enterprise Road and stretches *.75 miles* from there to Emerald Gardens. Zoned business properties to the south (toward Sunset Point Rd) begin more than *.5 miles* south of Emerald Garden. Emerald Gardens is the *ONLY business* within a *1.25 mile stretch* of the west side of Mc Mullen Booth Road; all other properties are residential, some since the early 1940's to present day. How did this happen?? Honestly, we still are stunned that the zoning board granted Emerald Garden the original business zoning in light of the fact there are no other businesses nearby; the area is 99.9% high-end residential properties and has been for many years.

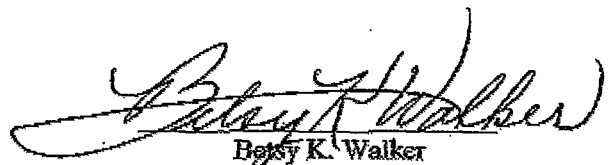
At best, this facility *only* should be a *20-bed facility* on approximately 5 acres. We request *no* zoning change.

Thank you for your consideration in this matter. We hope the zoning board will side with the consensus of the adjacent and/or nearby residential property owners and reject the expansion of Emerald Garden.

Regards,



David R. Walker
2114 Meadow Brook Dr.
Clearwater, FL 33759



Betsy K. Walker



CITY OF CLEARWATER

POST OFFICE BOX 4748, CLEARWATER, FLORIDA 33758-4748

MUNICIPAL SERVICES BUILDING, 100 SOUTH MYRTLE AVENUE, CLEARWATER, FLORIDA 33756

TELEPHONE (727) 562-4567 FAX (727) 562-4865

PLANNING & DEVELOPMENT

December 2, 2015

Glenn Bailey, AICP
Land Use & Zoning Manager
Pinellas County Planning Department, Zoning Division
440 Court Street, 4th Floor
Clearwater, FL 33756

RE: Case No. Z/LU-34-12-15

Dear Mr. Bailey:

The City of Clearwater Planning and Development Department has an interest in Case. No. Z/LU-34-12-15 because:

- the subject property is located within the City of Clearwater Planning Area;
- the City is the only water and sewer service provider for this property;
- the City has an existing agreement to annex (ATA) for one of the subject parcels.

The applicant is requesting a land use change from Residential Suburban to Institutional with the Conditional Overlay limiting the use of the property to an assisted living facility with a maximum of 60 beds, and a zoning change from A-E, Agricultural Estate Residential and R-R, Rural Residential, to IL-CO, Institutional Limited – Conditional Overlay for four parcels within unincorporated Pinellas County. The City of Clearwater does not oppose the proposed map amendments, but respectfully submits the following comments regarding City requirements which shall apply to the property owner(s) in order to receive city services.

There are existing Agreements to Annex (ATAs) recorded for the provision of City water and sewer service to the property located at 2159 North McMullen Booth Road (parcel 33-28-16-00000-330-0600). The City currently provides water, sewer, and natural gas service to the Emerald Garden Assisted Living Facility located at the aforementioned address. The subject parcels are all located within the City's service and planning areas; therefore, the property owner(s) of any additional parcels integrated into a new/expanded site plan for the facility would also need to sign ATAs. The existing ATAs are attached for reference.

The City has capacity to provide sewer and water service for 60 beds as proposed on the subject site. The City strongly encourages the applicant(s) to speak with the City's Engineering Department regarding the costs involved with expanding the existing sewer service for the subject property and to determine whether any upgrades will be required.

Recognizing that it is to the mutual benefit of the owner(s) and the City, in recognition of the eventual incorporation of the property within the City, to ensure the development of this property is consistent with the City's Codes, the City requires that site plans, including any related landscape and tree preservation plans, be reviewed and accepted by the City prior to the execution of an ATA. Any parcel receiving

service under an ATA with the City must be developed or redeveloped in accordance with all City requirements. The applicant can contact the City's Engineering Department to enter into an ATA with the City, and can contact the City's Planning and Development Department to coordinate the required review of any proposed site plans.

Thank you for the opportunity to comment on this case.

Sincerely,

A handwritten signature in dark ink, appearing to read 'MD', is written over a horizontal line.

Michael Delk, AICP
Planning & Development Director

Enclosures: ATA Signed 1985 (Water)
 ATA Signed 2005 (Sewer)

85266947

A G R E E M E N T
W A T E R O N L Y

ATA 85-30-252
Receipt #M119335

THIS AGREEMENT, made and entered into this 9th day of December,
1985, by and between the CITY OF CLEARWATER, FLORIDA, a municipal
corporation, hereinafter referred to as "City", and

Rodney J. Bradley

hereinafter referred to as "Owner";

W I T N E S S E T H :

WHEREAS, the Owner now owns the following described real property,
located outside the municipal boundaries of the City of Clearwater but
within the City of Clearwater Service area:

Beginning at a point 528 feet South of the Northeast corner
of the Southwest 1/4 of the Southwest 1/4 and run thence
West 330 feet; thence South to the South line of the North-
east 1/4 of the Southwest 1/4 of the Southwest 1/4; thence
East to a point on the East line of the Southwest 1/4 of the
Southwest 1/4, thence North along said line to the point of
beginning; all in Section 33, Township 28 South Range 16
East, Pinellas County, Florida, Less the road right of way on
the East.

and

WHEREAS, the Owner desires to connect to the City sewer and/or water
main and is agreeable to signing an Agreement with the City for municipal
sewer and/or water services; and

WHEREAS, the City is agreeable to furnishing said services upon
certain conditions and considerations;

NOW, THEREFORE, the parties hereto hereby covenant and agree as
follows:

1. The City does hereby agree to provide sewer and/or water
services, subject to the terms of this Agreement, and to permit the
Owner to connect to its sanitary sewer and/or water main at the
Owner's expense.

RETURN TO:
CITY CLERK
P. O. BOX 4718
CLEARWATER, FLA. 33518-4718

This instrument was prepared by:
M. A. Galbraith, Jr.
City Attorney
City of Clearwater, P. O. Box 4718
Clearwater, FL 33518-4718

RECEIVED
VINEYARD
CLERK'S OFFICE
Dec 18 5 04 PM '85

11 CHG 100020
COC
40 Rec 17.00
48 Pos
Total 17.00

The City shall not be liable for any damage resulting from any unavoidable cessation of service caused by Act of God, necessary maintenance work, or any cause beyond the control of the City.

2. In consideration of the covenants contained in Paragraph one (1) immediately above on the part of the City, the Owner agrees:

(a) to pay the appropriate annexation fee when this Agreement is submitted for processing;

(b) to pay normal sewer and/or water connection charges and monthly sewer service and/or water charges to the City on the same basis as sewer service and/or water users outside the municipal boundaries are charged, as set out in the Code of Ordinances of the City of Clearwater, Florida;

(c) that all recreation land, recreation facilities and open space land dedication and/or fees will be due upon annexation in an amount and manner as prescribed in Ordinance Nos. 3128-83 and 3129-83. In particular, the owner shall either:

(1) pay the required recreation facilities fee when this is the only fee required by Ordinance No. 3128-83 at the time this Agreement is submitted for processing, or

(2) place in escrow such deed transferring title to land and/or promissory note made payable to the City of Clearwater as required by Ordinance Nos. 3218-83 and 3129-83, such deed and/or promissory note, copies of which are attached hereto as Exhibit A (if applicable) to be conveyed and/or paid prior to the second ordinance reading effectuating the annexation of the subject the annexation of the subject property;

(d) if it has not already been dedicated to Pinellas County, to dedicate that additional ^{67 feet of} right-of-way required to make the western half of the ultimate 200-foot ^{100-foot} right-of-way for McMullen Booth Road prior to the second reading of the ordinance effectuating the annexation of the subject property.

(e) that at such time as it becomes possible for the City to annex said real property, this Agreement will constitute an application to annex at that time, and the City will have the right, upon sixty (60) days' written notice to the property owner, to initiate action to annex the property to the City;

(f) that it is to the mutual benefit of the Owner and the City, in recognition of the eventual incorporation of the property within the City, to have site and building plans reviewed and accepted by the City in advance of obtaining any requisite permit from Pinellas County. Acceptance of such plans shall precede the execution of this Agreement by the City and any construction on this property shall comply with the Fire District requirements as set forth in Chapter Three (3), Standard Building Code, as duly adopted by the City of Clearwater;

(g) all property proposed to be subdivided or otherwise differentiated from the original parcel described in this Agreement shall be treated as a single parcel for the purposes of the subsequent annexation procedure, individual ownership notwithstanding;

(h) that the terms and provisions of this Agreement shall be binding upon its successors and assigns, and the City shall record this document;

(i) that the terms and provisions of this Agreement shall be a commitment and obligation which shall not only bind the present owner of said described real property, but shall be a covenant which shall run with the land and shall bind and be enforceable against all subsequent owners of said described real property whether or not it is mentioned in the Deed to said owners; and

(j) if the Owner or its successors, or assigns, or any subsequent owner, shall default in the performance of the terms and provisions of this Agreement, and the City shall institute legal proceedings to enforce the terms and provisions hereof, the Owner, its successors and assigns, covenant and agree to pay all costs of such proceedings including the payment of a reasonable attorney's fee in connection therewith.

3. All notices to be furnished hereunder shall be furnished to the City of Clearwater, to the City Manager, P. O. Box 4748, Clearwater, Florida 33518.

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

CITY OF CLEARWATER, FLORIDA

Countersigned:

Thomas F. Kelly
Mayor-Commissioner

By Anthony J. Chambers
City Manager

Approved as to form and correctness:

Ma Jaurant
City Attorney

Attest:

Anthony J. Chambers
City Clerk

OWNER:

By [Signature]

Witnesses as to Owner:

Deanna K. Papston
Francis Kennedy

STATE OF FLORIDA)
COUNTY OF PINELLAS)

Subscribed and sworn to before me this 25th day of
October 1985.

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Aug. 24, 1989
Boschard Trust Trustee Service, Inc.

Jane M. Perry



AGREEMENT

(Sewer only)

THIS AGREEMENT, made and entered into this 30th day of November, 2005 by and between the **CITY OF CLEARWATER**, a municipal corporation, hereinafter referred to as "City," and Aviation Engineering Consultants, Inc., hereinafter referred to as "Owner";
A Florida Corporation

WITNESSETH:

WHEREAS, the Owner now owns the following described real property, located outside the municipal boundaries of the City of Clearwater:

See Attached Exhibit "A"

Also known as:

2159 McMullen Booth

Clearwater, Florida
and

WHEREAS, the Owner desires to connect to the City sewer main and is agreeable to signing an Agreement with the City for municipal sewer service; and

WHEREAS, the City is agreeable to furnishing sewer service upon certain conditions and considerations;

NOW THEREFORE, the parties hereto hereby covenant and agree as follows:

1. The City agrees to provide sewer service, subject to the terms of this Agreement, and to permit the Owner to connect to its sewer main at the Owner's expense.

2. The Owner agrees:

a) to pay the appropriate annexation fee when this Agreement is submitted for processing;
b) to pay normal sewer connection charges and monthly sewer service charges to the City on the same basis as sewer users outside the municipal boundaries are charged, as set out in the Code of Ordinances of the City, until the property is annexed;

c) that all recreation land, recreation facilities and open space land dedication and fees will be due upon annexation in an amount and manner as prescribed in Sections 116.40 through 116.51, Code of Ordinances. In particular, the owner shall either:

(1) pay the required recreation facilities fee if this is the only fee required at the time this Agreement is submitted for processing, or

(2) place in escrow a deed transferring title to land or a promissory note made payable to the City of Clearwater, or both as required, such deed and promissory note, copies of which are attached hereto as Exhibit A (if applicable) to be conveyed or paid prior to the second ordinance reading effectuating the annexation of the subject property;

(d) that at such time as it becomes possible for the City to annex said real property, this Agreement will constitute an application to annex at that time, and the City will have the right, upon sixty (60) days written notice to the property owner, to initiate action to annex the property to the City;

(e) that it is to the mutual benefit of the Owner and the City, in recognition of the eventual incorporation of the property within the City, to have site and building plans reviewed and accepted by

the City in advance of obtaining any requisite permit from Pinellas County. Acceptance of such plans shall precede the execution of this Agreement by the City and any construction on this property shall comply with the applicable building and fire codes in effect in the City of Clearwater;

(f) that all of the property described above shall be deemed a single parcel subject to annexation as provided herein, and any subparcels of the property described above which are created by subdivision or by any other means shall be included for the purposes of the subsequent annexation procedure, subsequent sale and individual ownership notwithstanding;

(g) that the terms and provisions of the Agreement shall be commitment and obligation which shall not only bind the present owner of said described real property, but shall be a covenant which shall run with the land and shall bind and be enforceable against the heirs, successors and assigns of the Owner; and

(h) if the Owner or the heirs, successors, and assigns of the Owner, shall default in the performance of the terms and provisions of this Agreement, and the City shall institute legal proceedings to enforce the terms and provisions hereof, the Owner or the heirs, successors, and assigns of the Owner shall pay all costs of such proceedings including the payment of a reasonable attorney's fee in connection therewith.

3. The City shall not be liable for any damage resulting from any unavoidable cessation of service caused by Act of God, necessary maintenance work, or any cause beyond the control of the City.

4. All notices to be furnished hereunder shall be furnished to the City of Clearwater, to the City Manager, P.O. Box 4748, Clearwater, Florida, 34618-4748 and to the Owner at the post office address for the property described above, at any other address which may be furnished by the Owner from time to time, or at the address for the Owner according to the property tax rolls of Pinellas County, Florida.

5. This Agreement shall be recorded in the public records of Pinellas County, Florida.

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

WITNESS AS TO OWNER:

Christina M. Haney
Christina M. Haney

Jessica Smith
Jessica Smith

OWNER:

Kamran Rouhani
Kamran Rouhani

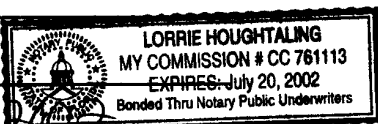
STATE OF FLORIDA)
COUNTY OF PINELLAS)

BEFORE ME personally appeared Kamran Rouhani,
to me known to be the individual(s) described in and who executed the foregoing instrument and severally acknowledged before me that they executed the same for the purposes herein expressed; and that said instrument is the free act and deed of said individual(s).

WITNESS my hand and official seal this 16th day of September, 1998.

Lorrie Houghtaling
Notary Public
Notary Name (print/type)

My Commission Expires: July 20, 2002



CITY OF CLEARWATER, FLORIDA

By: William B. Horne II
 William B. Horne II
~~Interim~~ City Manager

Attest:

Cynthia E. Goudéau
 Cynthia E. Goudéau
 City Clerk

STATE OF FLORIDA)
COUNTY OF PINELLAS)

BEFORE ME personally appeared William B. Horne II, the ~~Interim~~ City Manager of the above-named City, who acknowledged that he executed the foregoing instrument. He is personally known to me and did not take an oath.

WITNESS my hand and official seal this

30

day of

November, 20 05

Denise A. Wilson
 Notary Public
 Notary Name (print/type) Denise A. Wilson
 My Commission Expires: 6/18/2008



Denise A. Wilson
 Commission # DD296233
 Expires June 18, 2008
 Bonded Troy Parr - Insurance, Inc. 800-388-7010

Approved as to form

Leslie K. Dougall-Sides
 Leslie Dougall-Sides
 Assistant City Attorney

SCHEDULE "A"

PINELLAS COUNTY FLA.
OFF. REC. BK 10086 PG 1665

Commence at the Northeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 33, Township 28 South, Range 16 East, Pinellas County, Florida and run South 00 deg. 16'32" East, along the East boundary line of the Southwest 1/4 of the Southwest 1/4 of said Section 33, 528.00 feet; thence South 89 deg. 55'32" West, 100.00 feet to the West right-of-way line of McMullen Booth Road for a Point of Beginning; thence South 00 deg. 16'32" East, along said West right of-way line, 135.98 feet to the South line of the Northeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of said Section 33; thence South 89 deg. 56'04" West, along said South line, 233.20 feet to the West boundary line of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 33, said line also being the East boundary line of Lot 3, Meadow Brook Place as recorded in Plat Book 77, Page 86, of the Public Records of Pinellas County, Florida, thence North 00 deg. 10'19" West, along said West boundary line, 135.95 feet; thence North 89 deg. 55'32" East, 233.27 feet to the Point of Beginning.