



City of Safety Harbor Florida

HOME OF ESPIRITU SANTO MINERAL SPRINGS

750 Main Street † Safety Harbor, Florida 34695
(727) 724-1555 † Fax (727) 724-1566
www.cityofsafetyharbor.com

October 10, 2022

Nousheen Rahman
Forward Pinellas
310 Court Street, 2nd Floor
Clearwater, FL 33756-5137

Subject: Request for Countywide Future Land Use Map Amendment

Dear Ms. Rahman,

On October 3, 2022, the Safety Harbor City Commission approved Ordinance No. 2022-19 on first reading amending the City's Future Land Use Map from Residential Estate (RE) to Residential Low (RL) and Ordinance No. 2022-20 on first reading amending the City's Official Zoning Atlas from Estate Residential District (E-1) to Conditional Mix Residential District (R-3) for the 3.6± acre private property located at 3404 and 3406 Enterprise Rd. (Parcel ID #s 27-28-16-00000-330-0300 and 27-28-16-00000-330-0310).

Please find enclosed our application for a Countywide Future Land Use Map Amendment consistent with the City Commission's action.

Our tentative application schedule is as follows:

10/31/22	Planner's Advisory Committee
11/9/22	Forward Pinellas
12/13/22	Pinellas County BOCC and Countywide Planning Authority
1/3/23	City Commission Ordinance Second Reading

If you need more information to process your review, please do not hesitate to contact me or Community Development Director Marcie Stenmark, AICP.

Sincerely,

Cecilia Chen
Community Planner/GIS Analyst

Countywide Plan Map Amendment Application Form

Local Government Contact Information

Requesting Local Government:	City of Safety Harbor
Local Government Contact:	Cecilia Chen
Address:	750 Main Street, Safety Harbor, FL, 34695
Phone:	727 724 1555 x1703
E-Mail Address:	cchen@cityofsafetyharbor.com
Local Government Case #:	2022-16 REZ/LUP
Local Government Ordinance #:	2022-19

Property Owner Contact Information

Name(s):	Bay to Bay Remodel and Design, LLC
Address:	Please use the agent's contact info
Phone:	
E-Mail Address:	

Agent Contact Information (if applicable)

Name(s):	Todd Pressman
Address:	200 2nd Avenue South, #451, St. Petersburg 33701
Phone:	727-804-1760
E-Mail Address:	todd@pressmaninc.com

Characteristics of the Subject Property

Site Address(s):	3404 & 3406 Enterprise Rd.	
Total Acreage of the Amendment Area:	3.6 +/-	
Existing Use(s):	Former landscape nursery (currently not in business)	
Proposed Use(s):	Single-Family detached residential dwellings, not exceeding nine (9) dwelling units	
Parcel Identification #:	27-28-16-00000-330-0310, 27-28-16-00000-330-0300	
Legal Description of the Amendment Area:	(See attached)	
What is the adjacent roadway's Level of Service (LOS) grade?	D (Enterprise Rd)	
Does the Amendment Area impact: [check all that apply]	<input type="checkbox"/> Activity Center <input type="checkbox"/> Industrial or Employment Land <input type="checkbox"/> Multimodal Corridor <input type="checkbox"/> Target Employment Center <input type="checkbox"/> Planned Redevelopment District <input type="checkbox"/> Scenic/Noncommercial Corridor <input type="checkbox"/> Coastal High Hazard Area	

Disclosure of Interest Statement

Do any other persons have any ownership interest in the subject property?	No
If so, provide the name and address of the person(s):	
If so, is the interest contingent or absolute?	
If so, what specific interest is held?	
Does a contract exist for the sale of the subject property?	No
If so, is the contract contingent or absolute?	
If so, provide the names of all parties to the contract:	
Are there any options to purchase the subject property?	No
If so, provide the names of all parties to the option:	
Please provide any other pertinent information which the applicant may wish to submit pertaining to the requested plan map amendment:	

Countywide Plan Map Information

Current Countywide Plan Map Category(ies):	Residential Very Low (RVL)
Proposed Countywide Plan Map Category(ies):	Residential Low Medium (RLM)
Amendment tier (subject to confirmation):	<input type="checkbox"/> Tier I <input checked="" type="checkbox"/> Tier II <input type="checkbox"/> Tier III <input type="checkbox"/> To be determined

Local Future Land Use Plan Map Information

Current Local Future Land Use Plan Map Category(ies):	Residential Estate (RE)
Proposed Local Future Land Use Plan Map Category(ies):	Residential Low (RL)

Local Action Date

Date local ordinance was considered at public hearing and authorized by an affirmative vote of the governing body for transmittal of, and concurrence with, the local government future land use plan map amendment:

10/3/22

Application Checklist

Note: Our email server cannot accept any files with a .zip extension. If you need help with transmitting documents electronically, please call 727.464.8250 or email info@forwardpinellas.org.

All Amendments

The following MUST be furnished with all applications (incomplete applications will not be accepted):

- A completed Countywide Plan Map amendment application form
- A map or map series depicting the current and proposed future land use categories of the subject property and surrounding area
- A copy of the ordinance being considered by the governing body
- A copy of the local government staff report and any other pertinent information considered during the local public hearing process
- A GIS shapefile of the amendment area (if technically feasible)
- A boundary survey (if applicable)
- A development agreement (if applicable)*
- Review against locally-adopted Coastal High Hazard Area balancing criteria consistent with Countywide Rules Section 4.2.7.1 A-H (if applicable)
- Review against conversion criteria for employment-related categories and uses of Countywide Rules Section 6.5.4.4 (if applicable)
- Summary of public outreach conducted and/or public comment received (if applicable)

Additional Requirements for Activity Centers (ACs), Multimodal Corridors (MMCs) and Planned Redevelopment Districts (PRDs)

Tier I, II and III amendments must additionally provide the following:

- Parcel specific boundary map(s) of the entire AC, MMC, or PRD, and shapefile or list of parcels
- Current future land use designations and their acreages, permitted uses and maximum densities/intensities
- Proposed future land use designations and their acreages, permitted uses and maximum densities/intensities, including areawide density/intensity averaging if applicable
- For AC and MMC categories, documentation of consistency with size criteria
- For amendments of 10 acres or more, documentation of how the Planning and Urban Design Principles will be addressed

Tier II and III amendments must additionally provide the following:

- Pre-application meeting
- For amendments of 10 acres or more, transportation impact analysis pursuant to Countywide Rules Section 6.2.5
- Enumeration of existing and proposed plan/code provisions, including schedule for proposed adoption

Tier III amendments must additionally provide the following:

- Justification narrative demonstrating one or more of these unanticipated changes:
 - Improvement in transit facilities
 - Increases in population or employment densities
 - Local government funding study for public infrastructure
 - Other unique conditions

* Any development agreement submitted as part of an application for Countywide Plan Map amendment may become a condition of approval of the amendment and will be subject to the provisions of Countywide Rules Section 6.1.5.

STAFF REPORT

I. GENERAL INFORMATION

A. Request:

To amend the Future Land Use Designation on the Property from Residential Estate (RE) to Residential Low (RL)

B. Location:

3404 and 3406 Enterprise Road
Parcel ID #s 27-28-16-00000-330-0300 and 27-28-16-00000-330-0310

C. Site Area:

3.6 acres

II. SUMMARY REPORT

A. Summary

Bay to Bay Remodel & Design, LLC submitted a Future Land Use map and Zoning Atlas amendment for the property located at 3404 and 3406 Enterprise Road. They purchased the property in December of 2020. The site is comprised of two parcels. The applicant submitted an application to amend the Future Land Use classification from Residential Estate (RE) to Residential Low (RL) and the zoning district from Estate Residential (E-1) to Conditional Mix Residential (R-3).

Draft Ordinance No. 2022-19 to amend the Future Land Use is attached. The Future Land Use Element states the adopted Residential Estate (RE) Future Land Use classification is intended for large lot, very low density residential development up to 1.0 dwelling units per gross acre. The proposed Residential Low (RL) Future Land Use category is intended for low-density residential development up to 5.0 dwelling units per gross acre.

A companion staff report for draft Ordinance 2022-20 to modify the zoning district is attached.

The proposed Future Land Use map application will also require a Countywide Plan amendment through Forward Pinellas. The application will be transmitted to Forward Pinellas after the City Commission's first reading. The Future Land Use map amendment is a small-scale map amendment that will be transmitted to the state after adoption.

B. Recommendation

Staff finds the Future Land Use map amendment to be consistent with the standards of review for amendments as provided under Sec. 226.03 of the Code.

It is requested the Planning and Zoning Board recommend the City Commission approval, approval with modifications, or denial the application.

III. SITE VICINITY AND CHARACTERISTICS

A. Site Characteristics

The subject property is 3.6 acres and is developed with several structures including a greenhouse, workshop, shed, carports, and a single family detached dwelling with 1,182 sq. ft. of gross floor area. For many years, the site was used as a plant nursery. This business is no longer operating. The property was annexed into the city in 2007. The site has access to Enterprise Road, a collector roadway, that is maintained by Pinellas County. The CSX railroad is located west of the property.

B. Surrounding Zoning and Future Land Use

Surrounding uses include the Huntington Office Park to the west, large lot single family detached residential dwellings to the north, a pet resort/kennel to the east (within Unincorporated Pinellas County), and single family detached residential uses to the south.

Surrounding Future Land Use classifications include Residential Estate (RE) to the north and east, Residential Low (RL) to the south, and Residential/Office General (R/OG) to the west. Land located to the southwest of the property is within the Rural Residential (RR) Future Land Use classification.

Surrounding zoning districts include Estate Residential (E-1) to the north, General Office (GO) to the west, and Planned Development District (PDD) to the south. The parcel to the east is within the Pinellas County Residential Agricultural (RA) zoning district.

C. Residential Low (RL) Future Land Use Classification

Permitted and Secondary Uses

Primary: Residential.

Secondary: Residential equivalent, public/semi-public, and ancillary non-residential uses.

Maximum Density

5 Residential Units Per Gross Acre

Comprehensive Plan Summary

D. Residential Low (RL) (0 to 5.0 units/gross acre)

- (1) The Residential Low (RL) Land Use Category is intended for those areas that are appropriate for development in a low density residential manner; and to recognize such uses as well suited for low density residential areas.
- (2) The primary uses shall be residential.
- (3) The secondary uses shall be residential equivalent, public/semi-public, and ancillary non-residential uses.
- (4) This category is generally appropriate to locations outside urban activity centers, and in areas serving as a transition between more suburban and more urban residential areas. These areas are generally accessed by minor and collector roadways.
- (5) Non-residential uses generally shall not exceed a floor area ratio (FAR) of .40 and an impervious surface ratio (ISR) of .65.

IV. REVIEW CRITERIA

A. Standards

226.03 Standards for review of amendments.

- (A) *No amendment shall be recommended for approval or receive a final action of approval unless a positive finding based upon substantial competent evidence either presented at a public hearing held by the Board or reviewed personally by the Board members, is made on each of the following:*
- (1) *Conformance with the requirements of the Land Development Code.*
 - (2) *The available uses to which the property may be put are appropriate to the property in question and is compatible with existing and planned uses in the area.*
 - (3) *The amendment is consistent with the goals, objectives and policies of all elements of the City Comprehensive Plan.*
 - (4) *The amendment will not result in significant adverse impacts to the environment or historical resources.*
 - (5) *The amendment will not create an isolated district unrelated to the scale and character of adjoining uses.*
 - (6) *The amendment will not adversely affect adjoining property values.*
 - (7) *The amendment will not adversely impact nor exceed the capacity of the fiscal ability of the City to provide available public facilities, including transportation, water and sewer, solid waste, drainage, recreation, education, fire protection, library service and other similar public facilities. Compliance with the adopted Levels of Service standards can be demonstrated if necessary.*
 - (8) *The amendment shall provide for efficient and orderly development*

considering the impact upon growth patterns and the cost to the City to provide public facilities.

B. Analysis

1) **Consistent with Land Development Code**

The applicant submitted an application to amend the Future Land Use classification from Residential Estate (RE) to Residential Low (RL). Future Land Use amendments are subject to the standards for the review of amendments in Section 226.03 listed above. The primary use allowed within the Residential Low (RL) Future Land Use classification is residential. Land Development Code Section 25.00(A) states the proposed Residential Low Future Land Use classification is consistent with the following zoning districts:

- R-1 Single-family Residential District
- RS-60 Single-family Residential District
- R-2 Single-family Residential District
- RS-50 Single-family Residential District
- R-3 Conditional Mix Residential District
- PDD Planned Development District

A companion application to amend the zoning atlas is under review and summarized in a separate report.

2) **Compatibility**

The subject property is surrounded by a mix of uses, including office, a dog kennel, and single family detached residential dwellings of varying lot sizes and widths. The primary use in the Future Land Use classification is residential. The proposed Future Land Use of Residential Low is compatible with the surrounding Future Land Use classifications in the area. Property located south of the subject property and Enterprise Road is within the Residential Low future land use classification.

3) **Consistent with Comprehensive Plan**

The application requests to change the Future Land Use classification to Residential Low (RL), which allows a maximum density of 5.0 units per gross acre. This classification is intended for “those areas that are appropriate for development in a low density residential manner.” The Comprehensive Plan states that this category is generally appropriate to locations outside urban activity centers, and in areas serving as a transition between more suburban and more urban residential areas. These areas are generally accessed by minor and collector roadways.

The lots located south of the subject property and south of Enterprise Road are designated Residential Low (RL). The request is consistent with the

goals, objectives, and policies of the Comprehensive Plan. A companion amendment to the Countywide Future Land Use map will be transmitted to Forward Pinellas after the City Commission first reading.

4) Environmental or Historic Resources

No wetlands or historic structures are located on site.

5) Scale and Character

The request is consistent with the scale, character, and development patterns of the area.

6) Property Values

No adverse impact to property values is anticipated.

7) Public Facilities (Level of Service Analysis)

No adverse impacts to public facilities are anticipated.

8) Orderly Growth Pattern

The request is consistent with the growth pattern of the adjacent area.

VI. PUBLIC CORRESPONDENCE

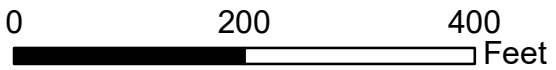
None to date.

VII. RECOMMENDED MOTIONS



It is requested the Planning and Zoning Board recommend the City Commission approve, approve with modifications, or deny the ordinances. A motion to recommend approval is provided below.

- 1) I move to recommend the City Commission approve Ordinance 2022-19 (Case #2022-16 REZ/LUP) to amend the Future Land Use classification from Residential Estate (RE) to Residential Low (RL), finding the amendment to be consistent with the requirements of the Land Development Code and the Comprehensive Plan.

2022-16 REZ/LUP LOCATION MAP

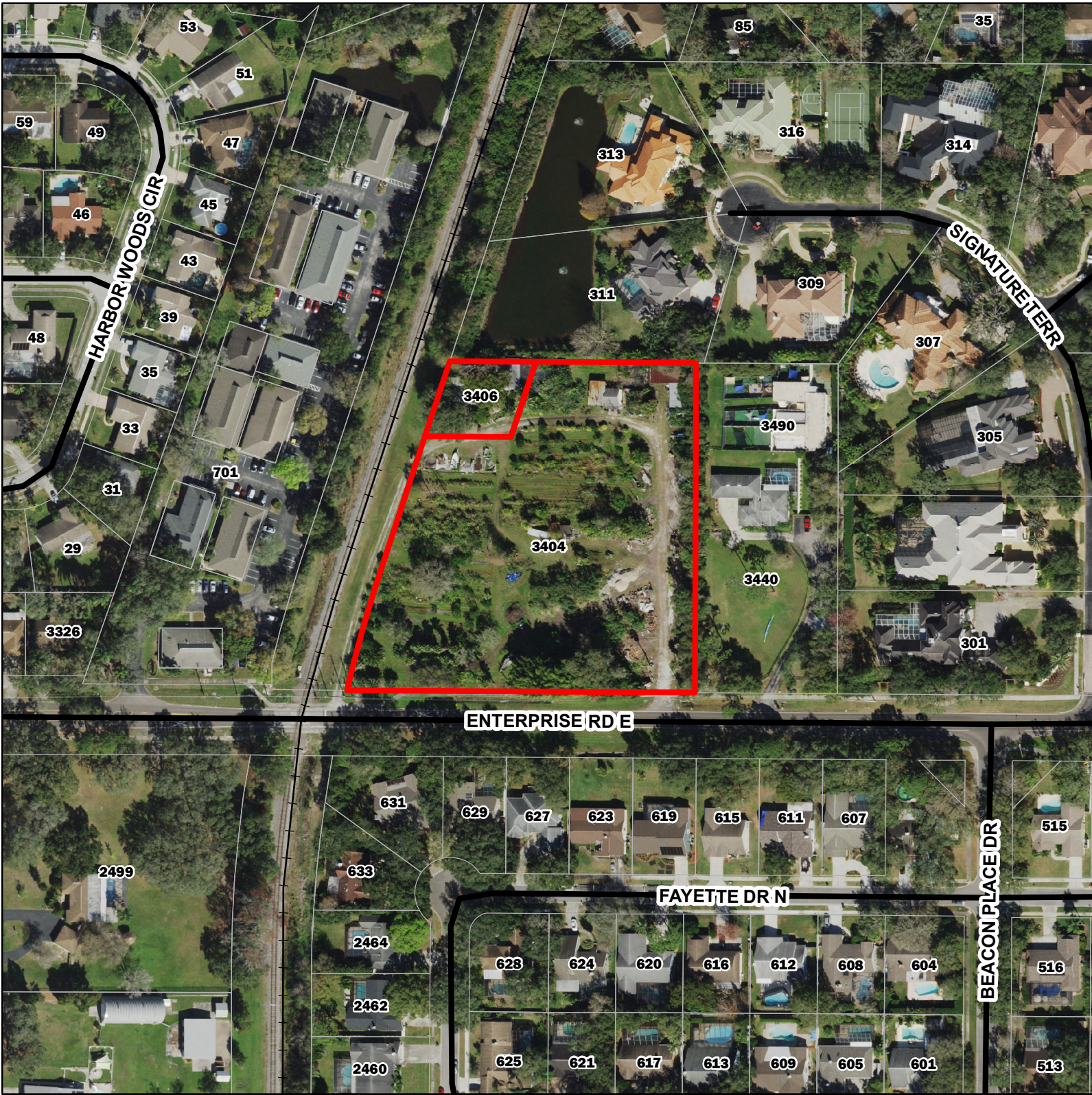
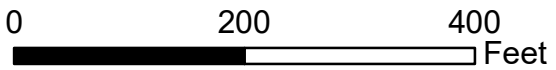


3406 ENTERPRISE ROAD E
PARCEL ID#: 27-28-16-00000-330-0300, 27-28-16-00000-330-0310

-  Subject Site
-  Parcels





2022-16 REZ/LUP AERIAL MAP

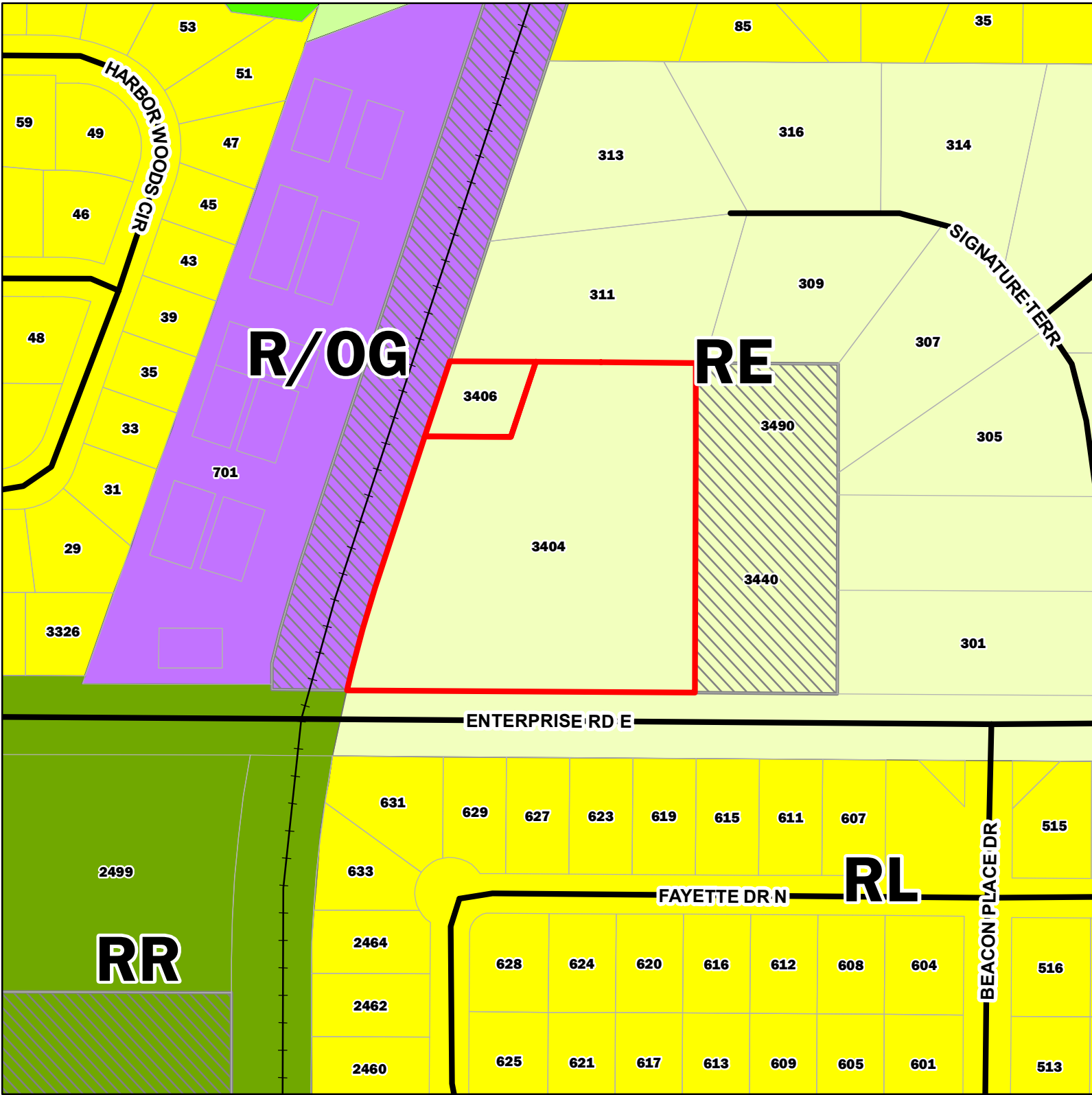
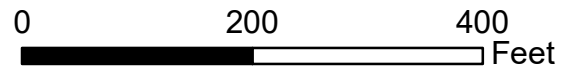


3406 ENTERPRISE ROAD E
PARCEL ID#: 27-28-16-00000-330-0300, 27-28-16-00000-330-0310



-  Subject Site
-  Parcels

2022-16 REZ/LUP CURRENT FLU

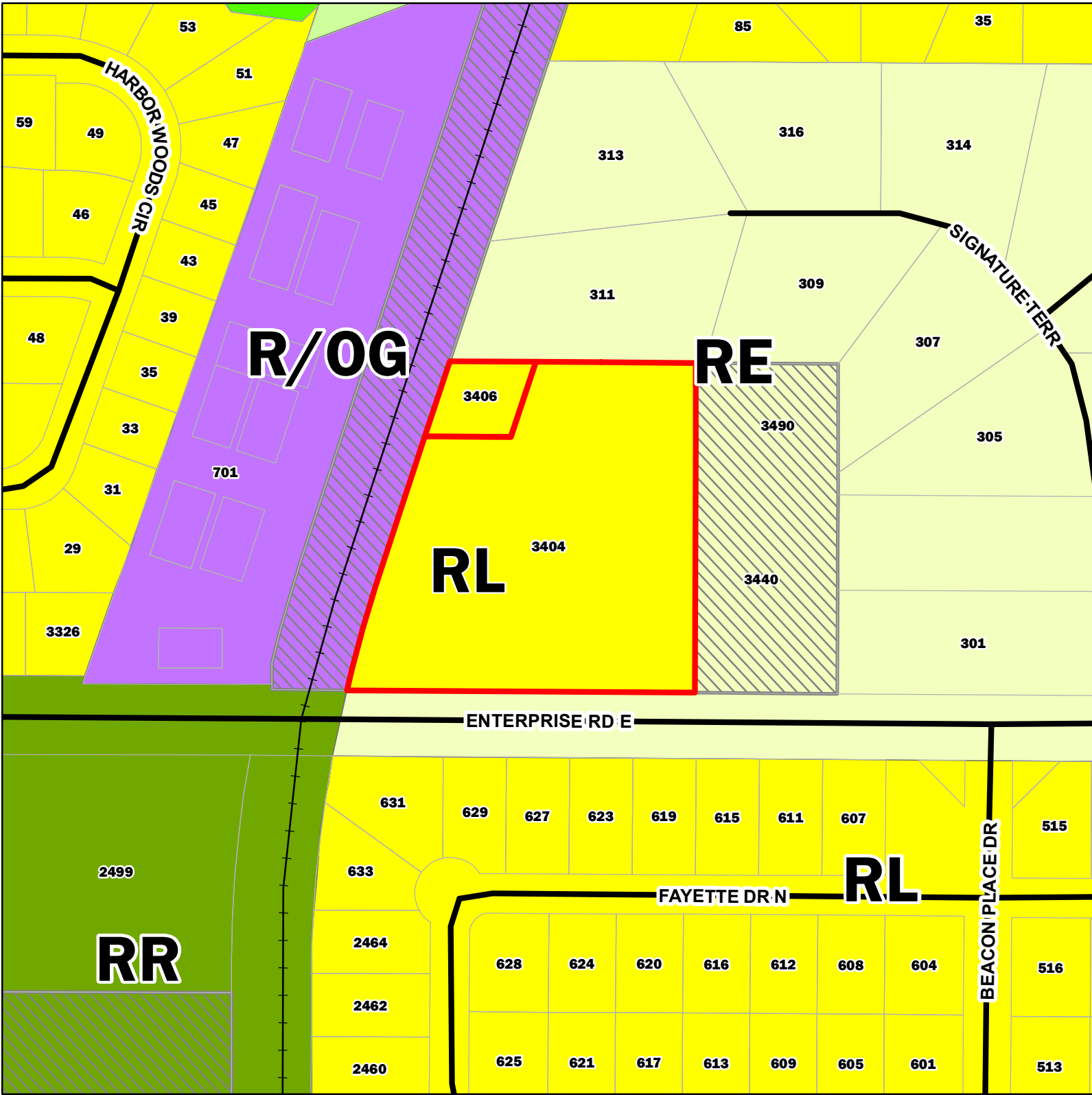
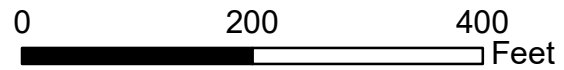


3406 ENTERPRISE ROAD E
PARCEL ID#: 27-28-16-00000-330-0300, 27-28-16-00000-330-0310

- Subject Site
- Residential Rural (RR)
- Residential/Office General (R/OG)
- Parcels
- Residential Estate (RE)
- Preservation (P)
- Unincorporated Pinellas County
- Residential Low (RL)
- Recreation/Open Space (R/OS)



2022-16 REZ/LUP PROPOSED FLU



3406 ENTERPRISE ROAD E
PARCEL ID#: 27-28-16-00000-330-0300, 27-28-16-00000-330-0310

- Subject Site
- Residential Rural (RR)
- Residential/Office General (R/OG)
- Parcels
- Residential Estate (RE)
- Preservation (P)
- Unincorporated Pinellas County
- Residential Low (RL)
- Recreation/Open Space (R/OS)



ORDINANCE NO. 2022-19

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SAFETY HARBOR, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY OF SAFETY HARBOR COMPREHENSIVE PLAN FOR THE PROPERTY LOCATED AT 3404 AND 3406 ENTERPRISE ROAD, SAFETY HARBOR, FLORIDA FROM RESIDENTIAL ESTATE (RE) TO RESIDENTIAL LOW (RL); FINDING THE REQUEST CONSISTENT WITH THE REQUIREMENTS OF THE CITY OF SAFETY HARBOR COMPREHENSIVE PLAN AND THE FORWARD PINELLAS COUNTYWIDE PLAN; PROVIDING FOR TRANSMITTAL TO REVIEWING AGENCIES IN ACCORDANCE WITH THE REQUIREMENTS OF THE LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Legislature passed the Local Government Comprehensive Planning and Land Development Act in 1986 (the "Act") requiring all counties and cities to prepare a comprehensive plan; and

WHEREAS, the City of Safety Harbor has previously enacted its comprehensive plan pursuant to the Act (the "City of Safety Harbor Comprehensive Plan"); and

WHEREAS, the Future Land Use Map is an element of the City of Safety Harbor Comprehensive Plan; and

WHEREAS, section 163.3187, Florida Statutes, provides the process by which local governments may adopt small scale amendments to their comprehensive plans; and

WHEREAS, the property owner of record, Bay to Bay Remodel & Design, LLC, has filed an application for an amendment to the Future Land Use Map for the property described on Exhibit "A" (the "Property") From Residential Estate (RE) to Residential Low (RL) as depicted on the attached Exhibit "B"; and

WHEREAS, upon public hearing with due public notice before the Planning and Zoning Board in its capacity as the Local Planning Agency on September 14, 2022, and public hearing with due public notice before the City Commission of the City of Safety Harbor on October 3, 2022 and January 2, 2023, it was determined that the application is consistent with the goals, objectives and policies of the City of Safety Harbor Comprehensive Plan and Forward Pinellas Countywide Plan, would be compatible with surrounding properties, and would best serve the public interest without depriving the owner thereof of its lawful rights; and

WHEREAS, upon public hearing with due public notice before the Planning and Zoning Board and the City Commission on the above referenced dates, it was determined that the request is consistent with the requirements of the City of Safety Harbor Comprehensive Plan and the Forward Pinellas Countywide Plan; and

WHEREAS, the City of Safety Harbor has determined to request the amendment of the Forward Pinellas Countywide Plan pursuant to the rules of the Forward Pinellas Countywide Plan; and

WHEREAS, this Future Land Use Map amendment meets the defined criteria of a small-scale amendment as defined by Section 163.3187, Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAFETY HARBOR, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED THAT:

SECTION 1. The above recitals are true, correct, and incorporated by reference as the findings of the City Commission.

SECTION 2. The Future Land Use Map of the City of Safety Harbor Comprehensive Plan is hereby amended to change the present land use designation of the Property from Residential Estate (RE) to Residential Low (RL) as depicted on Exhibit "B."

SECTION 3. The following request shall be transmitted to Forward Pinellas for amendment of the Forward Pinellas Countywide Plan for the Property:

FROM: RESIDENTIAL ESTATE (RE)

TO: RESIDENTIAL LOW (RL) as depicted on Exhibit "B."

SECTION 4. This amendment shall be transmitted to reviewing agencies and other local governments or governmental agencies which have requested, if any.

SECTION 5. Each provision of the Ordinance shall be considered separate and severable, and if any section or part thereof is held to be invalid by a court of competent jurisdiction, the validity of the remainder of this Ordinance, the City of Safety Harbor Comprehensive Plan, and/or the City of Safety Harbor Comprehensive Zoning and Land Development Code shall not be affected.

SECTION 6. Pursuant to Section 163.3187, Florida Statutes, the effective date of this small-scale future land use map amendment shall be thirty one (31) days after the state land planning agency notifies the City that the land amendment package is complete. If timely challenged pursuant to Section 163.3187(5), Florida Statutes, this amendment shall become

effective on the date the state land planning agency or the Administrative Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commenced before it has become effective.

PASSED ON FIRST READING OCTOBER 3, 2022.

ENACTED ON SECOND AND FINAL READING JANUARY 3, 2023.

Mayor-Commissioner

APPROVED AS TO FORM:

Commissioner

Nikki C. Day, City Attorney

Commissioner

ATTEST:

Commissioner

Rachael Telesca, City Clerk

Commissioner

EXHIBIT "A" – THE PROPERTY

LEGAL DESCRIPTION OF THE PROPERTY:

The South 450.0 feet of the Southwest quarter (SW 1/4) of the Southwest quarter (SW ¼) of Section 27, Township 28 South, Range 16 East, less the South 33.0 feet for Right-of-way purposes; being further described as follows:

Begin of the Southwest corner of Section 27; Township 28 South, Range 16 East. run thence South 89 degrees 34'50" East along the Section line, 84.50 feet; thence North 17 degrees 35'33" East, 34.64 feet for Point of Beginning; thence South 89 degrees 34'50" East 440.00 feet; thence North 0 degrees 13'27" East 417.0 feet; thence North 89 degrees 34'50" West to the Easterly line of the S.A.L. Railroad right-of-way; thence along the Easterly line of the S.A.L. Railroad right-of-way to Point of Beginning. Pinellas County, Florida.

DESCRIPTION PER SURVEY

The South 450.0 feet of the Southwest quarter (SW 1/4) of the Southwest quarter (SW 1/4) of Section 27, Township 28 South, Range 16 East, less the South 33.0 feet for Right-of-way purposes; being further described as follows:

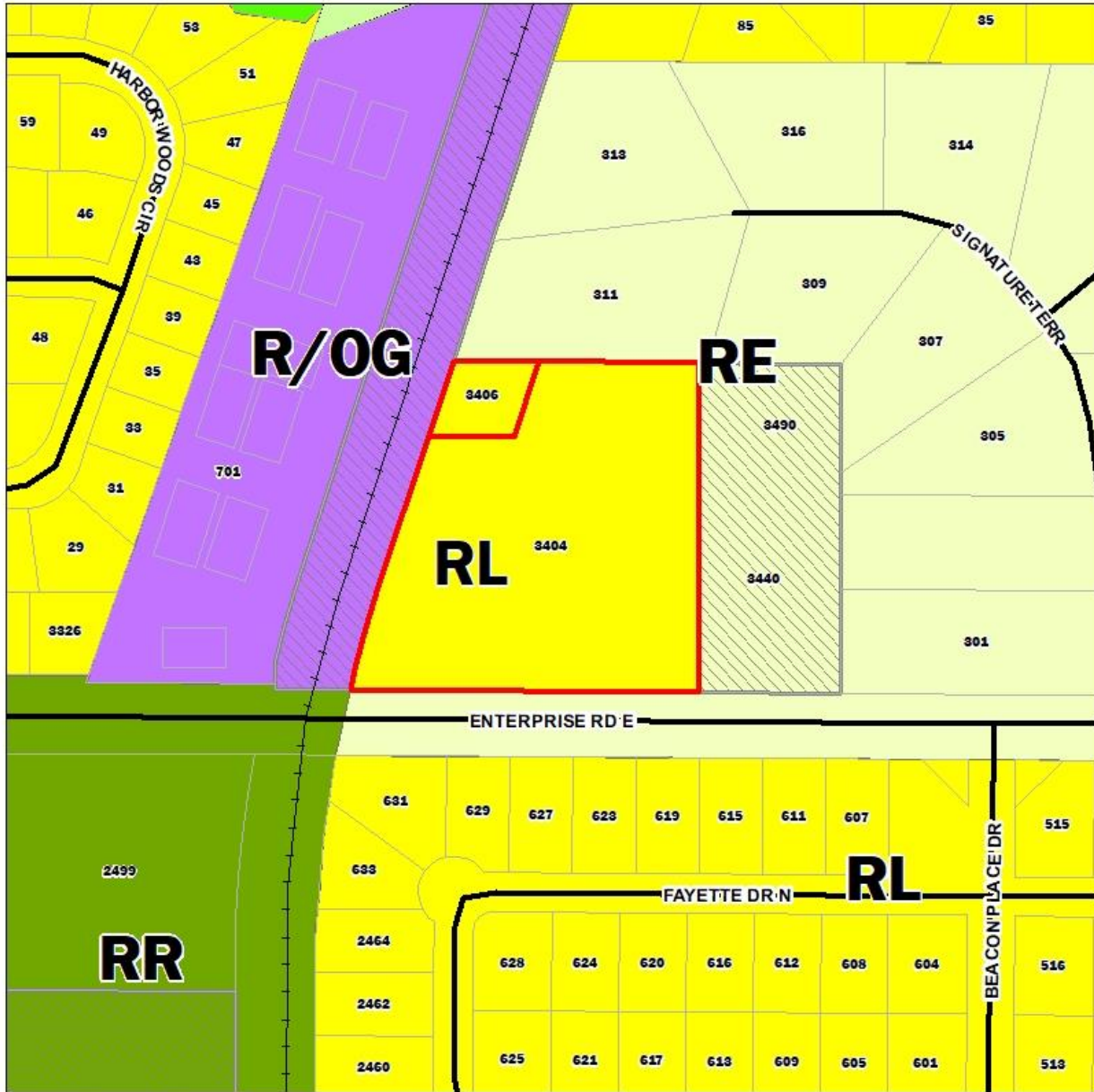
Begin at the Southwest corner of Section 27, Township 28 South, Range 16 East. run thence South 89 degrees 34'50" East along the Section line 84.50 feet; thence North 17 degrees 35'33" East 34.54 feet for the Point of Beginning; thence South 89 degrees 34'50" East 440.08 feet; thence North 0 degrees 13'27" East 417.00 feet; thence North 89 degrees 34'50" West 309.72 feet to the Easterly line of the S.A.L. Railroad right-of-way; thence along the Easterly line of the S.A.L. Railroad right-of-way South 18 degrees 11'43" West 301.44 feet and 134.59 feet along a curve to the left, radius 1382.69 feet, chord South 15 degrees 20'57" West 134.50 feet to the Point of Beginning.

Parcel Identification Numbers: 27-28-16-00000-330-0310 and 27-28-16-00000-330-0300







EXHIBIT "B"

**2022-16 REZ/LUP
PROPOSED FLU**

0 200 400 Feet



3406 ENTERPRISE ROAD E
PARCEL ID#: 27-28-16-00000-330-0300, 27-28-16-00000-330-0310

-  Subject Site
-  Parcels
-  Unincorporated Pinellas County
-  Residential Rural (RR)
-  Residential Estate (RE)
-  Residential Low (RL)
-  Residential/Office General (R/OG)
-  Preservation (P)
-  Recreation/Open Space (R/OS)



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PAGE 1 OF 1
BOUNDARY SURVEY

LEGAL DESCRIPTION:
 THE SOUTH 450.0 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 28 SOUTH, RANGE 16 EAST, LESS THE SOUTH 33.0 FEET FOR RIGHT-OF-WAY PURPOSES; BEING FURTHER DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 28 SOUTH, RANGE 16 EAST, RUN THENCE SOUTH 89°34'50" EAST ALONG THE SECTION LINE, 84.50 FEET; THENCE NORTH 17°35'33" EAST, 34.54 FEET FOR POINT OF BEGINNING; THENCE SOUTH 89°34'50" EAST, 440.00 FEET; THENCE NORTH 0°13'27" EAST 417.0 FEET; THENCE NORTH 89°34'50" WEST 309.72 FEET TO THE EASTERLY LINE OF THE S.A.L. RAILROAD RIGHT-OF-WAY; THENCE ALONG THE EASTERLY LINE OF THE S.A.L. RAILROAD RIGHT-OF-WAY SOUTH 18°11'43" WEST 301.44 FEET AND 134.59 FEET ALONG A CURVE TO THE LEFT RADIUS 1382.69 FEET, CHORD SOUTH 15°20'27" WEST 134.50 FEET TO THE POINT OF BEGINNING, CONTAINING 3.802 ACRES MORE OR LESS, AND SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

CERTIFIED TO:
 COMPASS LAND AND TITLE;
 FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMUNITY NUMBER: 125143
 PANEL: 0089
 SUFFIX: G
 FLOOD ZONE: X
 FIELD WORK: 12/24/2020

PROPERTY ADDRESS:
 3406 ENTERPRISE RD E XXX ENTERPRISE RD E
 SAFETY HARBOR, FL 34695

SURVEY NUMBER: 447751

CLIENT FILE NUMBER: 20-2279

SYMBOL DESCRIPTIONS:

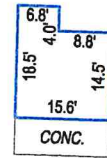
ABBREVIATION DESCRIPTION:

AL	ALIGNED BUSINESS LENGTH
LB	LICENSED BUSINESS LENGTH
N.A.V.D.	NORTH AMERICAN VERTICAL DATUM
N.G.V.D.	NATIONAL GEODETTIC VERTICAL DATUM
OV	OVERHEAD UTILITIES
P.C.	POINT OF CURVATURE
P.C.S.	POINT OF CURVATURE SPLIT
P.F.P.	PARALLEL FOLLOW LINE
P.R.C.	POINT OF REVERSE CURVE
P.S.M.	PROFESSIONAL SURVEYOR MAPPER
P.T.	POINT OF TANGENCY
R	RADIUS / RADII
R.W.	RIGHT OF WAY

SURVEY NOTES
 SHELLROCK DRIVE CROSSES THE PROPERTY LINES ON WESTERLY AND SOUTHERLY SIDES OF LOT

BUILDING CROSSES THE PROPERTY LINE ON NORTHERLY SIDE OF LOT

BUILDING DETAIL SCALE 1"=20'

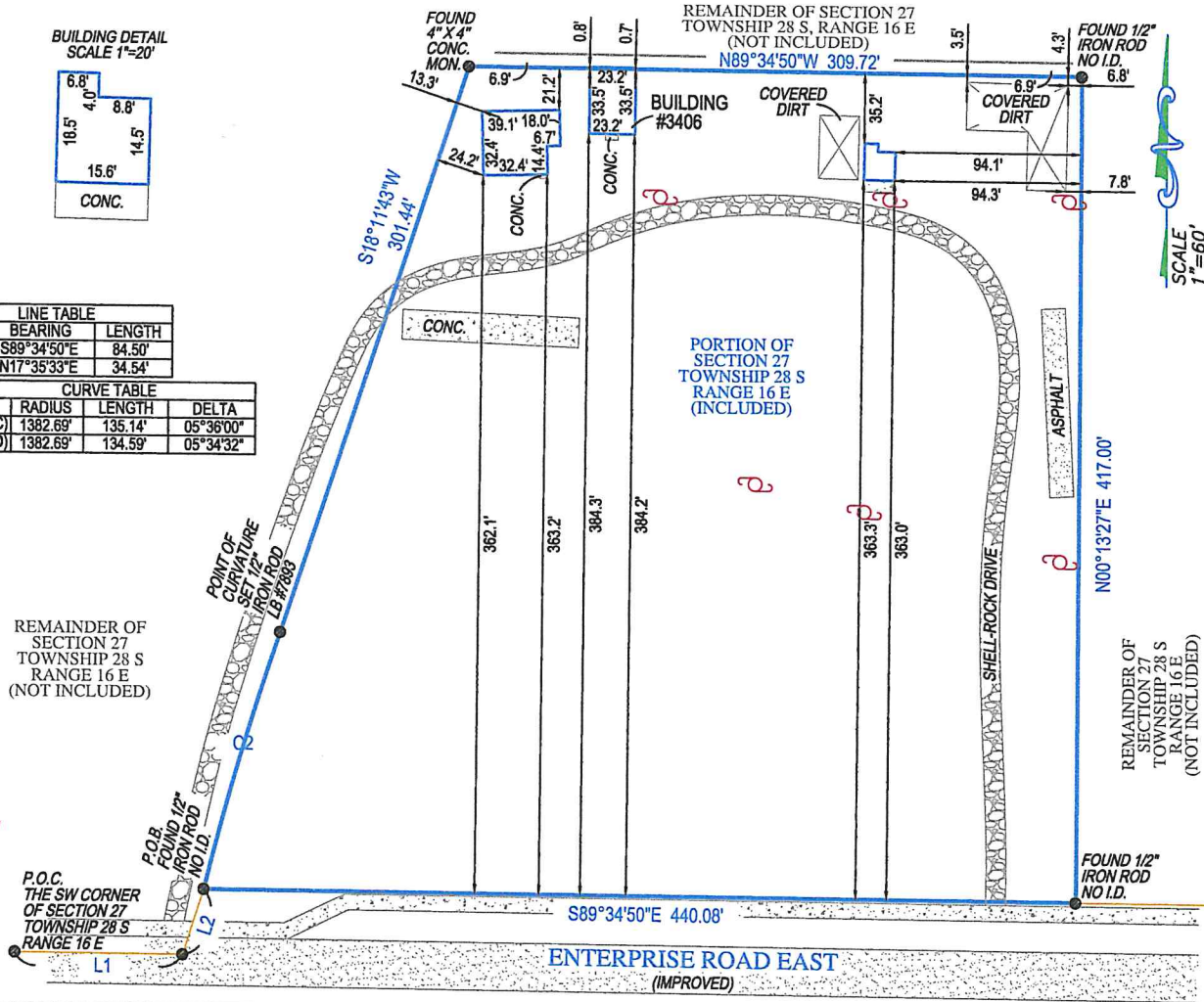


LINE TABLE			
	BEARING	LENGTH	
L1	S89°34'50"E	84.50'	
L2	N17°35'33"E	34.54'	

CURVE TABLE			
	RADIUS	LENGTH	DELTA
C1(C)	1382.69'	135.14'	05°36'00"
C1(D)	1382.69'	134.59'	05°34'32"

REMAINDER OF SECTION 27 TOWNSHIP 28 S RANGE 16 E (NOT INCLUDED)

P.O.C. THE SW CORNER OF SECTION 27 TOWNSHIP 28 S RANGE 16 E



SCALE 1"=60'

GENERAL NOTES:

- LEGAL DESCRIPTION PROVIDED BY OTHERS
- THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.
- UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
- WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
- ONLY VISIBLE ENCROACHMENTS ARE LOCATED.

- DIMENSIONS SHOWN HEREON ARE PLAT AND MEASURED UNLESS OTHERWISE NOTED
- FENCE OWNERSHIP NOT DETERMINED
- ELEVATIONS, IF SHOWN, ARE BASED ON N.G.V.D. 1929 DATUM, UNLESS OTHERWISE NOTED.
- IN SOME INSTANCES, GRAPHIC REPRESENTATION HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.

REVISIONS:

LB #7893
 SERVING FLORIDA
 6250 N. MILITARY TRAIL, SUITE 102
 WEST PALM BEACH, FL 33407
 PHONE (561) 640-4800
 STATEWIDE PHONE (800) 226-4807
 STATEWIDE FACSIMILE (800) 741-0576
 WEBSITE: <http://targetsurveying.net>



SURVEYORS CERTIFICATE:
 I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION, NOT VALID WITHOUT A RAISED EMBOSSED SEAL AND SIGNED THEREBY by
KENNETH J. OSBORNE
 OSBORNE
 Date: 2020.12.28
 16:49:10 -0500
KENNETH J. OSBORNE
 PROFESSIONAL SURVEYOR AND MAPPER #6415
 (SIGNED)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this 3rd day of October, 2022, by and between the **CITY OF SAFETY HARBOR, FLORIDA**, a Florida municipal corporation, whose principal address is 750 Main Street, Safety Harbor, Florida 34695 (the “City”), and **BAY TO BAY REMODEL & DESIGN, LLC**, a Florida limited liability company, whose principal address is 3137 Teal Terrace, Safety Harbor, Florida, 34695, (the “Developer”) (collectively, the “Parties”).

RECITALS

WHEREAS, the City is authorized by the Florida Local Government Development Agreement Act, sections 163.3220 - 163.3243, Florida Statutes (the “Act”), and the City’s Comprehensive Zoning and Land Development Code (the “Code”) to enter into a development agreement with any person having a legal or equitable interest in real property located within its jurisdiction; and

WHEREAS, Article VII of the Code provides additional standards and requirements to further refine development agreement policies and procedures which are consistent with the Act; and

WHEREAS, the City has approved this Agreement by Resolution No. 2022-18 adopted on the 3rd day of October, 2022; and

WHEREAS, the Developer represents and warrants that it is the owner in fee simple of certain real property located at 3404 and 3406 Enterprise Road, Safety Harbor, Florida, and more particularly described on **Exhibit “A”** attached hereto and incorporated herein (the “Property”); and

WHEREAS, the Property is approximately 3.6 acres m.o.l. in size and has a Future Land Use Classification of Residential Estate (RE) and has a zoning designation of Estate Residential (E-1); and

WHEREAS, the Developer intends to develop the Property with a maximum of nine (9) single-family detached residential dwellings, as depicted on **Exhibit “B”** (the “Preliminary Development Plan”); and

WHEREAS, the Developer is requesting an amendment to the Future Land Use Map of the City Of Safety Harbor Comprehensive Plan for the Property from Residential Estate (RE) to Residential Low (RL) (“FLUM Amendment”); and

WHEREAS, the Developer is requesting an amendment to the Official Zoning Atlas of the City for the Property from Estate Residential (E-1) to Conditional Mix Residential (R-3) (“Zoning Amendment”); and

WHEREAS, upon approval of the FLUM Amendment, Zoning Amendment, and site plan application for the project contemplated by this Agreement, the terms of this Agreement and future development orders consistent with this Agreement will be consistent with the City’s Comprehensive Plan and the Code.

NOW THEREFORE, for and in consideration of mutual benefits contained herein, and the public interest and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. RECITALS AND EXHIBITS

The foregoing recitals are true and correct, and are incorporated herein by reference. All exhibits to this Agreement are incorporated by reference and deemed to be a part hereof.

Section 2. RELATIONSHIP OF PARTIES

The Developer and the City are unrelated and the relationship between the Developer and the City with respect to the subject-matter of this Agreement is contractual and is set forth completely in this Agreement. There are no third-party beneficiaries to this Agreement and this Agreement does not and shall not be construed as creating any joint venture, partnership, or agency between the Parties, nor expectation of benefits or property rights.

Section 3. EFFECTIVE DATE AND DURATION OF AGREEMENT

3.1 This Agreement shall become effective on the date all conditions precedent have been met and this Agreement is properly recorded in the public records of Pinellas County, Florida (the “Effective Date”).

3.2 The duration of this Agreement shall be for a period of ten (10) years from the Effective Date. Notwithstanding the foregoing to the contrary, if during the term of this Agreement, the Code is modified to permit the City to enter into a development agreement with a term that is greater than ten (10) years, this Agreement may be modified by the Parties. The duration of this Agreement may also be extended by mutual consent of the Developer and the City Commission, subject to a public hearing in accordance with the requirements of Article VII of the Code and a review for compliance with current City ordinances and regulations, to the extent that any such extension is not contrary to the laws of the State of Florida. Notwithstanding the foregoing, this Agreement shall automatically terminate if the FLUM Amendment, Zoning Amendment, and site plan approval are not all obtained within one (1) year of the date written above.

Section 4. OBLIGATIONS OF THE DEVELOPER

4.1 The obligations of this Agreement shall be binding on the Developer and its successors and assigns.

4.2 Developer shall formally request an amendment to the Future Land Use Map of the City of Safety Harbor Comprehensive Plan for the Property from Residential Estate (RE) to Residential Low (RL), regarding the FLUM Amendment. The Developer shall formally request an amendment to the Official Zoning Atlas of the City for the Property from Estate Residential (E-1) to Conditional Mix Residential (R-3), regarding the Zoning Amendment.

4.3 The Developer shall develop the Property in accordance with the Preliminary Development Plan.

4.4 The Developer shall submit a site plan for approval to the City consistent with the Code, Preliminary Development Plan, the Agreement, applicable requirements of federal, state, county, or other agencies.

4.5. The Developer shall submit all such applications and documentation as are required by Florida law, all technical codes, and the Code, as they exist on the Effective Date of this Agreement.

4.6 Development Restrictions. In furtherance of the public health, safety, and welfare, the following restrictions shall apply to development of the Property:

4.6.1 Use. The Property shall be developed with a maximum density of nine (9) single-family detached residential dwellings, as shown on the Preliminary Development Plan. Single-family detached residential dwellings shall be the only use on the Property. Intensity shall be in compliance with the requirements of the Code.

4.6.2 Maximum Height. The maximum height of each dwelling on the Property shall be twenty-eight feet (28').

4.6.3 Buffers.

4.6.3.a There shall be a twenty-five foot (25') buffer from the northern Property line. The existing vegetation will be left in a natural state and the wall on property line shall remain. This area will be free of structures, impervious surface, storage and other enclosures.

4.6.3.b There shall be a fifteen foot (15') buffer from the eastern Property line. The existing natural vegetation shall remain and shall provide at least eighty percent (80%) opaqueness between two feet (2') and six feet (6') above grade. This area will be free of structures, impervious surface, storage and other enclosures.

4.6.3.c. During the major subdivision application process regarding the Property, the homeowner's association covenants will be reviewed by the City to confirm that the homeowner association shall be responsible for ensuring the buffer dimensions and opacity requirements contained herein are perpetually maintained

4.7 Unless otherwise stated herein to the contrary, the Developer shall construct all required infrastructure prior to issuance of the first certificate of occupancy for the project contemplated by this Agreement.

Section 5. OBLIGATIONS OF THE CITY

The City will timely process all applications for the Property after submitted by the Developer in accordance with the procedures in the Code.

Section 6. DEVELOPMENT OF THE PROPERTY

6.1 Single-family detached residential dwellings shall be the only use on the Property, and density shall not exceed nine (9) dwelling units.

6.2 The site plan, once approved, shall be vested to the fullest extent provided by applicable law, consistent with the Code and the provisions of this Agreement. Provided however, if this Agreement is terminated prior to issuance of certificates of occupancy for any phased development, and prior to completion of all Public Infrastructure, the site plan shall not vest any further rights to the Developer, or its successors and assigns.

6.3. The City acknowledges and agrees that Developer intends to subdivide the Property in the future. The terms and conditions of this Agreement shall run with the land and be binding upon all successors and assigns. The Property shall be treated as a single property for the purpose of determining and allocating entitlements, and the Developer covenants to encumber the Property with appropriate,

recorded covenants, conditions, easement and/or restrictions in a form acceptable to the City so as to assure the proper functioning and code compliance of the Property as a unified whole.

6.4 Applicable Rules, Regulations, and Policies. The ordinances, rules, regulations and policies in existence on the Effective Date (excluding those governing impact fees or fee rates, which may be established or amended from time to time in accordance with applicable law) shall govern the development of Property for the duration of this Agreement. In the event this Agreement is terminated, all existing ordinances, rules, codes, regulations and policies in place at the termination of this Agreement and as thereafter amended shall become applicable to the Property regardless of the terms of this Agreement.

6.5 Changes to Ordinance and Policies. The Property may be subject to ordinances and policies adopted by the City after the Effective Date so long as the City holds a public hearing and determines that:

- 6.5.1 Such new ordinances and policies are not in conflict with the laws and policies governing this Agreement and do not prevent development of the land uses, intensities, or densities on the Property as allowed under this Agreement;
- 6.5.2 Such new ordinances and policies 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;
- 6.5.3 Such new ordinances and policies are specifically anticipated and provided for in this Agreement; and
- 6.5.4 Substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement, or
- 6.5.5 This Agreement is based on substantially inaccurate information provided by the Developer.

6.6 Subsequently Adopted Laws. Subsequently adopted laws and policies of general application in the City, including impact fees or establishing fee rates, shall be applicable to the Property.

6.7 State and Federal Laws. This Agreement shall not preclude the applicability of changes in rules, regulations, laws, or policies enacted by state or federal agencies after the execution of this Agreement. In the event of the subsequent enactment of any law which, in any party's reasonable judgment, would preclude its compliance with the terms of this Agreement, the affected party shall so notify the other party in writing, and the Parties shall use their reasonable efforts to modify this Agreement in order to afford each party with the reasonable opportunity to perform its obligations hereunder to the maximum extent permitted by any such subsequent law. In the event that such modification shall deprive any party of any material benefit intended to have been afforded it by this Agreement, the party so deprived may cause this Agreement to be terminated.

Section 7. PUBLIC FACILITIES

7.1 General. The Developer shall design, construct, and maintain, until conveyance to and acceptance by the City, all public infrastructure facilities necessary for the Property, providing that said public infrastructure facilities have received site plan approval and construction plan approval, and that all review procedures have been complied with fully. Public infrastructure facilities must be completed, inspected, and accepted by the City prior to the issuance of any certificate of occupancy for the Property.

7.2 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.

1. Potable water from the City.
2. Sewer service from the City.
3. Fire protection from the City.
4. Drainage facilities for the Property are to be designated on the site plan and approved by the Southwest Florida Water Management District.

7.3 Remedies/Enforcement Mechanism. In the event the Developer fails to comply with the requirements of this Section, after observance of the provisions of Section 10.1 hereof, the City, as one of its remedies may be able to withhold the certificate(s) of occupancy for structures located on the Property. This remedy is in addition to all legal and equitable remedies available to the City to enforce the terms of this Agreement.

Section 8. REQUIRED DEVELOPMENT PERMITS

Nothing contained in this Agreement shall be construed as a guarantee or assurance that any local development permits which must be obtained will be approved or issued by the City. Said development permits will be obtained at the sole cost of the Developer, and in the event that any development permissions are not received, then no further development of the Property shall be allowed until such time as the City has reviewed the matter and determined whether to modify or terminate this Agreement. Under these conditions, actions in reliance on this Agreement shall not vest any development rights in the Property. Development permits which must be approved and issued may include, but are not limited to, the items listed below. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, term or restriction.

- A. Development Order(s);
- B. Development/Building/Utility Permits;
- C. Plat Approval;
- D. Site plan approval(s) and associated utility licenses and right-of-way utilization permits;
- E. Construction Plan approval(s);
- F. FLUM Amendment approval;
- G. Zoning Amendment approval;
- H. Concurrency Determination from City of Safety Harbor;
- I. Drainage permit from Southwest Florida Water Management District and the Department of Environmental Protection (DEP);
- J. Certificate(s) of occupancy;
- K. All other approvals or permits as required by existing or future governmental regulations as they now exist, or as they may exist in the future.

Section 9. AMENDMENT OF AGREEMENT AND DEVELOPMENT ORDER

This Agreement may be amended from time to time by mutual consent of the Parties or their successors in interest, in accordance with section 163.3237, Florida Statutes and the Code.

Section 10. ANNUAL REVIEW, DEFAULT, AND REMEDIES

10.1 General Provisions. Neither party shall be in default of this Agreement unless it has failed to perform any of its obligations under this Agreement for a period of thirty (30) days after its receipt of written notice from the other party specifying the nature of the alleged default and proposing a manner in which the default can be satisfactorily cured, which shall not be intended to limit the manner in which the defaulting party cures the default. If the nature of the alleged default is such that it cannot reasonably be cured within said thirty (30)-day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period. Except as set forth herein, upon default by a party under this Agreement, the party not in default shall have all rights and remedies provided by law, including but not limited to the right to terminate this Agreement, to the right to seek specific performance of the obligations of the defaulting party under this Agreement, and the right to file for injunctive relief in the Sixth Judicial Circuit Court in and for Pinellas County to enforce the terms of the Agreement or to challenge compliance of the Agreement with the provisions of sections 163.3220 - 163.3243, Florida Statutes.

10.2 Annual Review. Each year during the term of this Agreement, beginning one (1) year after the Effective Date, the Developer shall submit a report to the City specifying performance and compliance with this Agreement. The City shall review the annual report with the terms of this Agreement to determine if there has been good faith compliance with the terms of this Agreement. If the City finds that there has been a failure to comply with the terms of this Agreement, this Agreement may be revoked or modified by the City after a public hearing held in accordance with the requirements of Article VII of the Code. For each annual review conducted during years six (6) through ten (10) of this Agreement, a written report shall also be submitted to the state land planning agency in accordance with rules adopted by that agency. It shall be the responsibility of the Developer to notify the City of any changes in ownership and other interest of the Property pursuant to Section 12.4.

10.3 Attorneys' Fees. In the event of legal action or other proceeding arising under this Agreement, the prevailing party shall be entitled to recover from the adverse party all of its reasonable attorneys' fees and costs incurred by the prevailing party in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings. The prevailing party also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to the prevailing party. The reasonable costs to which the prevailing party will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statute, rule or guidelines. This provision shall survive any termination of this Agreement.

Section 12. GENERAL PROVISIONS

12.1 Covenants Running with the Land. The provisions of this Agreement shall constitute covenants which shall run with the land comprising Property; the burdens and benefits hereof shall bind and inure to the benefit of the Parties and their personal representatives, heirs, successors, grantees and assigns, only upon and in accordance with the site plan, as approved. A copy of this Agreement shall be recorded among the public records of Pinellas County, Florida, upon execution of this Agreement by the Parties.

12.2 Time Frame for Implementation. The Developer shall submit a site plan application on the project contemplated by this agreement within twelve (12) months of the Effective Date and receive site plan approval by the City Commission within eighteen (18) months of the Effective Date. The Developer shall commence construction on the project contemplated by this Agreement within twelve (12) months of site plan approval and must complete the project contemplated by this Agreement within thirty-six (36) months of site plan approval. In the event construction is not commenced with such twelve (12) month period or is not completed within such thirty-six (36) month period, this Agreement and the rights and obligations herein shall be suspended at the election of the City by sending written notice to Developer. If the Parties are unable to negotiate a new time frame for commencement or completion of the project contemplated by this Agreement, the City may terminate this Agreement. During any period of suspension of this Agreement, the development of the Property will be governed by the applicable codes, ordinances and regulations in effect at that time.

12.3 Time is of the Essence. The Parties agree that time is of the essence for this Agreement. If the Developer fails to adhere to any of its obligations in this Agreement in a timely manner, as determined by the City, existing permits and/or the issuance of any new permits may, in the City's sole discretion, be administratively suspended until the Developer has fulfilled its obligations. The Developer's failure to timely adhere to obligations under this Agreement may serve as a basis for termination of this Agreement by the City.

12.4 Transfer of Property. The Developer may assign or transfer all of or any portion of its interests, rights, or obligations under this Agreement to any party acquiring an interest or estate in all or any portion of the Property. In the event of any transfer or assignment made by the Developer as provided in this Section, the assignee's express assumption of the Developer's obligations under this agreement shall relieve the Developer of all prospective responsibility for the obligations so assumed. The Developer shall provide the City with written notice promptly after the completion of any transfer, assignment or conveyance of the Property or any portion thereof. If the Developer shall transfer all or any of the portion of the Property, the transferee shall succeed to all of Developer's rights under this Agreement as they affect the development to that portion of the Property so transferred, and the transferee shall automatically assume all obligations of the Developer hereunder which relate to the portion of the Property transferred to it. A transfer of all or part of the Property to any other person or entity not a party to this Agreement shall release the Developer from its obligations hereunder relating only to the transferred Property. Developer shall cause to be recorded in the Official Records of Pinellas County, Florida, evidence of the transfer of its obligations under this Agreement to a third party.

12.5 Construction. This Agreement is a result of mutual drafting and development and there shall be no presumption or rule that ambiguities shall be construed against either party.

12.6 Notices. Any notice or request required or authorized to be given by the terms of this Agreement or under any applicable law by either party shall be in writing, hand delivered, or sent by Certified or Registered mail, postage prepaid, return receipt requested. Such notice shall be addressed as follows:

If to the City:

Matthew Spoor, City Manager
City of Safety Harbor
750 Main Street
Safety Harbor, FL 34695

If to the Developer:

With a copy to:

Nikki C. Day, B.C.S.
Bryant Miller Olive P.A.
201 N. Franklin Street, Suite 2700
Tampa, FL 33602

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

12.7 Severability. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, then, to the extent that the invalidity or unenforceability does not impair the application of this Agreement as intended by the Parties, the remaining provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force.

12.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument. The Parties agree to do, execute, acknowledge or deliver, or cause the same to be done, all such further acts and assurances as shall be reasonably requested by another party in order to carry out this Agreement and give effect thereto.

12.9 Completion of Agreement. Upon the completion of performance of this Agreement or its revocation or termination, the Developer or its successor in interest shall record a statement in the official records of Pinellas County, Florida, signed by the Parties, evidencing such completion, revocation or termination, and shall forthwith deliver a copy of such statement to the City Manager or his designee.

12.10 Recording. This Agreement shall be recorded, by the City, at the Developer's sole cost, in the official records of Pinellas County, Florida, in accordance with the requirements of the Act.

12.11 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 pertaining to the subject matter hereof. This Agreement may only be modified or amended as set forth in this Agreement, in accordance with the City's Code, and in writing.

12.12 Headings and Section References. 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.

12.13 No Estoppel. The Parties acknowledge and agree that the City's willingness to enter into this Agreement, the staff recommendation relative to the project contemplated by this Agreement, and any other act in furtherance of this Agreement shall not be used by the Developer or its successors in interest in any way whatsoever as committing the City legally through a theory of equitable estoppel, action in reliance, the expenditure of funds or any other legal theory as to the approval of the Project, including but not limited to the Bert J. Harris, Jr. Private Property Rights Protection Act, section 70.001, et seq., Fla. Statutes, in the event this Agreement is terminated or for any other reason the project contemplated by this Agreement does not take effect. The Parties further agree that any and all action by the Developer or its representatives in negotiating this Agreement, including all acts or expenditures in the implementation of this Agreement or submittals to other governing bodies, shall in no way be deemed to be an action in reliance giving rise to equitable estoppel.

12.14 Remedies. Either party may, in addition to all other remedies provided by law, seek equitable remedies, including but not limited to specific performance, for the enforcement of this Agreement. The Developer may not seek damages from the City for any matters arising from this Agreement and the right to seek such damages is specifically waived. The Parties agree that the decisions by the City and the City Commission regarding the appropriate land use, zoning, the conditional use application, the site plan application, or other development regulations impacting the Property shall, in no event or under any conditions, give rise to a claim for monetary damages or attorneys' fees against the City and any claim for damages or fees by the Developer, or its successors in interest, are specifically waived.

12.15 Venue and Applicable Law. This Agreement shall be construed by and controlled under the laws of the State of Florida. Venue for any for the purposes of any state suit, action or other proceeding arising out of, or relating to, this Agreement for any state action shall lie solely in the Sixth Judicial Circuit Court in and for Pinellas County, Florida, and for any federal suit, action or other proceeding shall lie solely in the United States District Court for the Middle District of Florida, Tampa Division.

[The remainder of this page intentionally left blank]

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

By executing this Agreement, the Developer represents and warrants that the undersigned has the lawful authority granted by said entity to execute this Agreement on behalf of the Developer, and has been granted the right to bind the Developer to the covenants and agreements herein above stated. By executing this Agreement Developer represents that there are no liens, encumbrances, mortgages, equitable or other property interests held by any other person or entity whose legal or equitable interest would be affected by the matters contained in this Agreement which are not subordinate to this Agreement, and the Developer will not grant any new interests between the execution of this Agreement and its recording.

BAY TO BAY REMODEL & DESIGN, LLC
a Florida limited liability company

By: _____

Name: _____

Title: _____

Witness:

Witness:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2022,

by _____, as _____ of

BAY TO BAY REMODEL & DESIGN, LLC, a Florida limited liability company, who acknowledged before me that they are authorized to execute this Agreement on behalf of **BAY TO BAY REMODEL & DESIGN, LLC**, and is personally known to me or has produced _____ as identification.

My commission expires:

Notary Public Signature

(Notary Seal)

CITY OF SAFETY HARBOR, FLORIDA
a Florida municipal corporation

BY:

Matthew Spoor, City Manager

Attest:

Rachael Telesca, City Clerk

Approved as to form:

Nikki C. Day, City Attorney

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before by means of physical presence or online notarization me this _____ day of _____, 2022, by

Matthew Spoor, as City Manager of the **CITY OF SAFETY HARBOR, FLORIDA**, a Florida municipal corporation, and is personally known to me or has produced _____ as identification.

My commission expires:

Notary Public Signature

(Notary Seal)

EXHIBIT "A"

PROPERTY

The South 450.0 feet of the Southwest quarter (SW 1/4) of the Southwest quarter (SW ¼) of Section 27, Township 28 South, Range 16 East, less the South 33.0 feet for Right-of-way purposes; being further described as follows:

Begin of the Southwest corner of Section 27; Township 28 South, Range 16 East. run thence South 89 degrees 34'50" East along the Section line, 84.50 feet; thence North 17 degrees 35'33" East, 34.64 feet for Point of Beginning; thence South 89 degrees 34'50" East 440.00 feet; thence North 0 degrees 13'27" East 417.0 feet; thence North 89 degrees 34'50" West to the Easterly line of the S.A.L. Railroad right-of-way; thence along the Easterly line of the S.A.L. Railroad right-of-way to Point of Beginning. Pinellas County, Florida.

DESCRIPTION PER SURVEY

The South 450.0 feet of the Southwest quarter (SW 1/4) of the Southwest quarter (SW 1/4) of Section 27, Township 28 South, Range 16 East, less the South 33.0 feet for Right-of-way purposes; being further described as follows:

Begin at the Southwest corner of Section 27, Township 28 South, Range 16 East. run thence South 89 degrees 34'50" East along the Section line 84.50 feet; thence North 17 degrees 35'33" East 34.54 feet for the Point of Beginning; thence South 89 degrees 34'50" East 440.08 feet; thence North 0 degrees 13'27" East 417.00 feet; thence North 89 degrees 34'50" West 309.72 feet to the Easterly line of the S.A.L. Railroad right-of-way; thence along the Easterly line of the S.A.L. Railroad right-of-way South 18 degrees 11'43" West 301.44 feet and 134.59 feet along a curve to the left, radius 1382.69 feet, chord South 15 degrees 20'57" West 134.50 feet to the Point of Beginning.

EXHIBIT "B"

PRELIMINARY DEVELOPMENT PLAN

