



**Submit applications to:**

Forward Pinellas  
310 Court Street, 2<sup>nd</sup> Floor  
Clearwater, FL 33756  
Telephone: 727.464.8250

Email: [info@forwardpinellas.org](mailto:info@forwardpinellas.org)

# Countywide Plan Map Amendment Application Form

## Local Government Contact Information

Requesting Local Government:	
Local Government Contact:	
Address:	
Phone:	
E-Mail Address:	
Local Government Case #:	
Local Government Ordinance #:	

## Property Owner Contact Information

Name(s):	
Address:	
Phone:	
E-Mail Address:	

## Agent Contact Information (if applicable)

Name(s):	
Address:	
Phone:	
E-Mail Address:	

## Characteristics of the Subject Property

Site Address(s):	
Total Acreage of the Amendment Area:	
Existing Use(s):	
Proposed Use(s):	
Parcel Identification #:	
Legal Description of the Amendment Area:	
Countywide MAX Index Score:	
Grid Cell MAX Index Score:	

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?	
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?	
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?	
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):	
Proposed Countywide Plan Map Category(ies):	
Amendment tier (subject to confirmation):	<input type="checkbox"/> Tier I <input 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):	
Proposed Local Future Land Use Plan Map Category(ies):	

## 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:

Public Hearing Date:	
Verdict and Vote:	
Please note if any public comment was made and elaborate as applicable:	

## Application Checklist

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

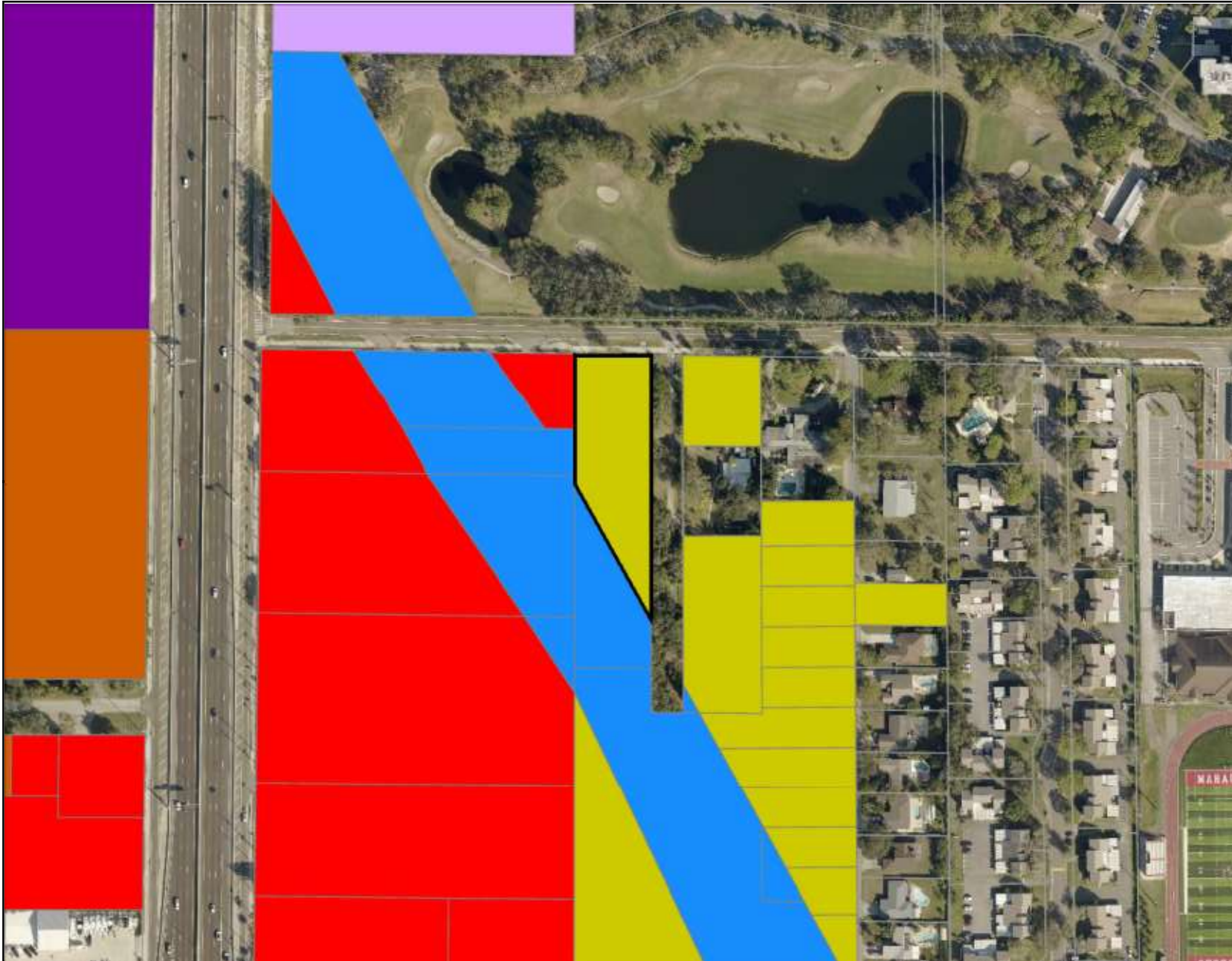
Tier II and III amendments must additionally provide the following:

- 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

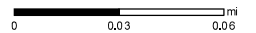
\* Any development agreement submitted as part of an application for Countywide Plan Map amendment may become a condition of approval of the amendment and will be subject to the provisions of Countywide Rules Section 6.1.5.



**EXHIBIT B:  
FLUM24-003 EXISTING  
FUTURE LAND USE**

**Legend**

-  Subject Property
-  Commercial General (CG)
-  Clearwater-Largo Road CRD (CLR-CRD)
-  Commercial Neighborhood (CN)
-  Commercial Recreation (CR)
-  Institutional (I)
-  Industrial General (IG)
-  Industrial Limited (IL)
-  Preservation (P)
-  Residential/Office/Retail (R/O/R)
-  Residential/Office General (R/OG)
-  Residential Office Limited (R/OL)
-  Recreation/Open Space (R/O/S)
-  Residential Estate (RE)
-  Residential High (RH)
-  Residential Low (RL)
-  Residential Low Medium (RLM)
-  Residential Medium (RM)
-  Residential Rural (RR)
-  Residential Suburban (RS)
-  Residential Urban (RU)
-  Transportation/Utility (T/U)
-  West Bay Drive CRD (WBD-CRD)

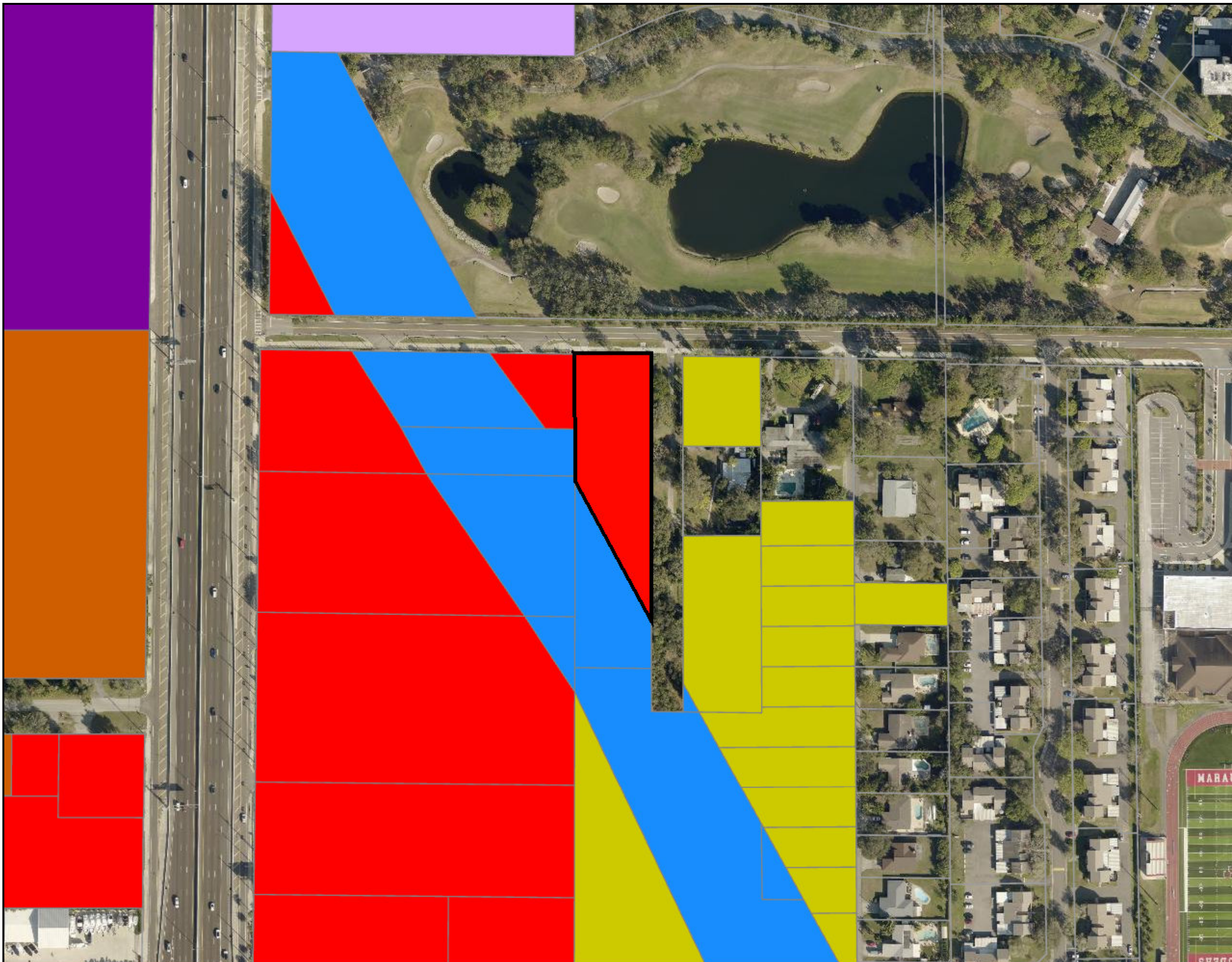
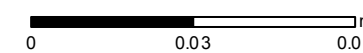


Date: 4/16/2024

# EXHIBIT C: FLUM24-003 PROPOSED FUTURE LAND USE

## Legend

-  Subject Property
-  Commercial General (CG)
-  Clearwater-Largo Road CRD (CLR-CRD)
-  Commercial Neighborhood (CN)
-  Commercial Recreation (CR)
-  Institutional (I)
-  Industrial General (IG)
-  Industrial Limited (IL)
-  Preservation (P)
-  Residential/Office/Retail (R/O/R)
-  Residential/Office General (R/OG)
-  Residential Office Limited (R/OL)
-  Recreation/Open Space (R/OS)
-  Residential Estate (RE)
-  Residential High (RH)
-  Residential Low (RL)
-  Residential Low Medium (RLM)
-  Residential Medium (RM)
-  Residential Rural (RR)
-  Residential Suburban (RS)
-  Residential Urban (RU)
-  Transportation/Utility (T/U)
-  West Bay Drive CRD (WBD-CRD)



**ORDINANCE NO. 2024-40**

AN ORDINANCE OF THE CITY OF LARGO, FLORIDA, AMENDING THE CITY OF LARGO COMPREHENSIVE PLAN FUTURE LAND USE MAP BY AMENDING THE CLASSIFICATION OF THE WITHIN DESCRIBED TRACT OF LAND LOCATED AT 2565 HAINES BAYSHORE ROAD, FROM RESIDENTIAL LOW (RL) TO COMMERCIAL GENERAL (CG), CONSISTENT WITH THE CITY OF LARGO COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE MAP ON FILE IN THE OFFICE OF THE CITY CLERK, PURSUANT TO THE PROVISIONS OF CHAPTER 163, PART II, FLORIDA STATUTES, AND THE PINELLAS COUNTYWIDE PLAN RULES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the State Legislature adopted the Local Government Comprehensive Planning and Land Development Regulation Act in 1986 requiring all counties and cities to adopt a comprehensive plan; and

**WHEREAS**, Chapter 163, Section 163.3184, Florida Statutes, provides the process by which local governments may adopt amendments to their comprehensive plans; and

**WHEREAS**, public hearings have been held in consideration of the property owner's request to amend the City of Largo Comprehensive Plan Future Land Use Map and the Countywide Future Land Use Map pursuant to Chapter 163, Section 163.3184, Florida Statutes; and

**WHEREAS**, the City of Largo has requested the amendment of the Countywide Future Land Use Plan, for consistency, as herein identified pursuant to the Rules of the Countywide Plan.

**NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF LARGO HEREBY ORDAINS:**

**Section 1.** That pursuant to the Pinellas Countywide Plan Rules, and Chapter 163, Part II, Florida Statutes, the following described tract of land is hereby re-designated on the City of Largo's Future Land Use Map from Residential Low (RL) as depicted in attached Exhibit "B," to Commercial General (CG) as depicted in attached Exhibit "C":

All that tract or parcel of land lying and being in the County of Pinellas, Florida, to wit:

THE WEST 1/2, OF THE NORTH 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, LESS THAT PART WHICH LIES WITHIN TRACT CONVEYED TO PINELLAS COUNTY BY QUIT CLAIM DEED RECORDED IN O.R. BOOK 748, PAGE 205 (CLERK'S INSTRUMENT NO. 639460A) PINELLAS COUNTY RECORDS, ALSO LESS TRACT CONVEYED TO FLORIDA POWER CORPORATION BY DEED RECORDED ON FEBRUARY 20, 1962 IN O.R. BOOK 1365, PAGE 56, PINELLAS COUNTY RECORDS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTH 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 29 SOUTH, RANGE 16 EAST, THENCE RUN NORTH 89 DEG. 18'16" WEST ALONG THE SOUTH BOUNDARY OF SAID WEST 1/2 OF THE NORTH 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, 168.22 FEET TO THE SOUTHWEST CORNER OF THE WEST 1/2 OF THE NORTH 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN NORTH 0 DEG. 05'26" EAST ALONG THE WEST BOUNDARY THEREOF, 405.57 FEET TO A POINT THAT IS 175.00 FEET EASTERLY FROM AND AT RIGHT ANGLE TO THE CENTER LINE OF FLORIDA POWER CORPORATION'S EXISTING TRANSMISSION LINE; THENCE RUN SOUTH 28 DEG. 57'32" EAST, PARALLEL TO SAID CENTER LINE, 345.83 FEET TO THE EAST BOUNDARY OF SAID WEST 1/2 OF THE NORTH 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4; SOUTHWEST 1/4; THENCE RUN SOUTH, 0 DEG. 03'48" EAST ALONG SAID EAST BOUNDARY, 105.03 FEET TO THE POINT OF BEGINNING.

The subject property as a whole contains 1.12 acres, more or less.

ALSO KNOWN AS PINELLAS COUNTY PARCEL IDENTIFICATION NUMBER 29-29-16-00000-320-1600 AS DEPICTED IN ATTACHED EXHIBIT "A".



**Section 2.** That the City of Largo's Future Land Use Map on file in the office of the City Clerk is hereby amended in accordance with the provisions of this ordinance.

**Section 3.** That it is the intention of the City Commission of the City of Largo that each provision hereof be considered severable, and that the invalidity of any provision of this ordinance shall not affect the validity of any other portion of this ordinance, the Largo Comprehensive Plan, or the Largo Comprehensive Development Code.

**Section 4.** The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the City that the plan amendment package is complete. If timely challenged, this plan amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted plan amendment to be in compliance. No development orders, development permits, or land uses dependent on this plan amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this plan amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

APPROVED ON FIRST READING \_\_\_\_\_

PASSED AND ADOPTED ON  
SECOND AND FINAL READING \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

REVIEWED AND APPROVED:

\_\_\_\_\_  
City Attorney



- The developer will convey an easement at least 5 feet wide to facilitate the construction of the Pinellas Trail. As much of the required Type A buffer landscaping requirements will be planted along the eastern property line.
- The dedication of this trail easement, as evidenced by recorded documentation filed and recorded with the office of the Clerk of the Circuit Court of Pinellas County, shall be provided prior to the issuance of a Development Order for the property.

The property at 2565 Haines Bayshore Road was last developed in 1965 with the construction of the existing 1,845 square foot single family home. Since then, very little activity has occurred on the subject site, with records from the Pinellas County Property Appraiser's Office indicating that no new structures have been constructed. In November of 2021, QB Ventures, Inc. (formerly known as Quality Boats of Clearwater, Inc.) obtained ownership of the property with the intention of expanding the operations of the existing Quality Boats aquatic vehicle dealership located directly west of the subject site, which includes the outdoor storage and display of inventory. As indicated in CDC Section 5.2.4.O, the land use description for the less intense Residential/Office/Retail (R/O/R) classification, the only other land use where vehicle sales are permitted as an allowable use per CDC Table 6-1, specifies that no outdoor activities or storage are allowed within the R/O/R land use designation, meaning that CG would be the only designation that would permit the applicant's use, as proposed, to establish. The property is bordered to the east primarily by low-density single-family residential developments, including the Clearbrooke Townhome community. Dependent on the outcome of DA24-001 and if the corresponding FLUMA is approved, the owner will be restricted from developing higher intensity uses permitted under the CG classification that have the potential for deleterious impacts to the neighboring residential properties. Furthermore, the proposed CG classification proposed is consistent and compatible with the property's location adjacent to a major commercial thoroughfare along US Highway 19 N and will be required to redevelop in full compliance with the applicable development standards of the CDC and the terms of the companion DA.

**APPLICABLE CDC CHAPTERS/SECTIONS:**

- **Chapter 4: Hearing Procedures**
  - **Section 4.5: Level IV, Comprehensive Plan Future Land Use Map Amendment**
- **Chapter 5: Land Use Classifications**
- **Chapter 6: Allowable Uses**
- **Chapter 8: General Development Standards and Impact Fees**

**APPLICANT INFORMATION:**

NAME/TITLE: Brian J. Aungst, Jr., Esq.  
 COMPANY: Macfarlane, Ferguson, & McMullen, P.A.  
 ADDRESS: 625 Court Street, Suite 200  
 CITY/STATE/ZIP CODE: Clearwater, FL 33756  
 APPLICANT'S STATUS: Authorized Agent of the Property Owner, QB Ventures, Inc.

**SITE INFORMATION:**

ADDRESS: 2565 Haines Bayshore Road, Largo, FL 33760  
 PARCEL ID NUMBER: 29-29-16-00000-320-1600  
 LOT SIZE: 1.12 Acres  
 EXISTING LAND USE: Single-Family Residence  
 FUTURE LAND USE: Residential Low (RL)

<b>Existing Land Use and FLUM of Adjacent Properties</b>		
<b>Adjacent to</b>	<b>Existing Land Use</b>	<b>FLUM</b>
North	Cove Cay Golf Club	Recreation/Open Space (R/OS) - Unincorporated Pinellas County
East	Single-Family Residences, Vacant Residential Land	Residential Low (RL) - City of Largo and Unincorporated Pinellas County
South	Duke Energy Utility	Transportation/Utility (T/U)
West	Duke Energy Utility, Quality	Transportation/Utility (T/U),

Boats Dealership	Aquatic	Vehicle	Commercial General (CG)
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**PRIOR CITY CASES RELEVANT TO SUBJECT PROPERTY:**

- **A 09-04 (Ordinance No. 2009-37):** Annexation of 16 parcels into the City of Largo, including the property located at 2565 Haines Bayshore Road
- **DA24-001:** A Development Agreement between The City of Largo and QB Ventures, Inc. - concurrently proposed with this amendment

**COMPREHENSIVE DEVELOPMENT CODE REQUIREMENTS:**

The proposed future land use change was evaluated to the extent which the request complies with Section 163.3187 of the Florida Statutes, the City of Largo Comprehensive Plan: Forwarding Our Future 2040 and conforms with the standards set forth in Section 4.5.3 of the Comprehensive Development Code (CDC).

**A. Consistency: Comprehensive Plan amendments shall be reviewed for consistency with the goals, objectives, and policies of the Comprehensive Plan and Ch. 163, Part II, Florida Statutes and the Countywide Rules.**

*Consistency with Comprehensive Plan: Forwarding Our Future 2040*

The property located at 2565 Haines Bayshore Road is currently classified as Residential Low (RL) by the City of Largo Future Land Use Map. Comprehensive Plan Future Land Use Element (FLUE) Policy 1.1.1 requires that the City maintain consistency between the City of Largo Future Land Use Map (Map 1) and the Forward Pinellas Countywide Plan Map Categories, where Map 1 provides the City of Largo's adopted Land Use Classifications as identified in Table FLUE-1. The requested change of the subject property's classification from RL to Commercial General (CG) is consistent with several Objectives and Policies of the Comprehensive Plan and will permit the redevelopment of the property in full compliance with the standards of the Comprehensive Development Code (CDC). As outlined in a companion Development Agreement (DA), the most intense and potentially impactful uses permitted under the CG land use classification, including such auto-oriented uses as drive thru restaurants and gas stations, shall be prohibited. Due to these limitations, the proposed amendment will result in minimal impacts to adjacent properties.

Permitting the property's land use classification to change to CG without the approval of the companion DA would be inconsistent with the intent of Policy 1.1.1 (outlined above). Table FLUE-1 describes the CG land use classification as follows: This is a mixed-use designation applied to those areas considered appropriate for development with uses intended to provide commercial goods and services on a citywide basis, with the objective of encouraging consolidated commercial centers providing for the full spectrum of commercial uses. Appropriate locations are in, and adjacent to, activity centers where surrounding land uses support and are compatible with intensive commercial activity, and in locations near and with good access to major transportation facilities, including mass transit. Uses in this land use designation have the potential for moderate to heavy traffic generation, extended hours of operation, noise due to collection and delivery vehicles, large outdoor air conditioning units, odors emanating from solid waste containers, and loss of privacy for abutting residential developments. Outside storage and drive-through facilities (heavy uses) are allowed if approved as part of the site plan review process. All repairs or similar odor emanating activity shall be indoor and/or shall not be visible from the right-of-way. Additional considerations including, but not limited to, acreage limitations, as follows: institutional or transportation/utility use shall not exceed a maximum area of five (5) acres. Any such use, alone or when added to existing contiguous like use(s), which exceeds this threshold shall require a plan map amendment which shall include such use and all contiguous like uses. **The property at 2565 Haines Bayshore Road meets the general locational criteria for the CG land use classification: the site is located approximately a tenth of a mile from a major commercial thoroughfare in US Highway 19 N and is directly abuts the border of the Tri-City Special Area Plan (SAP), classified in the CDC as a Major Activity Center. The property, which is intended to be combined with the parcel located at 17389 US Highway 19 N that contains direct access to the frontage road, is served by a Pinellas Suncoast Transit Authority (PSTA) bus stop that is due north of the subject site. Although the property at 2565 Haines Bayshore is located in proximity to the US Highway 19 N commercial corridor and directly adjacent to one of the City's Major Activity Centers, directly to the east of the subject site is an established low-density residential community. As mentioned above, the CG land use classification accounts for uses that have the "...potential for moderate to heavy traffic generation, extended hours of operation, noise**

## Agenda Item #4.

due to collection and delivery vehicles, large outdoor air conditioning units, odors emanating from solid waste containers, and loss of privacy for abutting residential developments." Many of the uses permitted in the CG classification, either conditionally or by right, have the potential to be incompatible and could generate substantial impacts to the abutting properties. The request to amend the City's FLUM from RL to CG, as guided by and contingent upon companion DA24-001, will prohibit all allowable uses within the CG classification aside from those directly related to the existing Quality Boats aquatic vehicle dealership to the west of the subject site.

With DA24-001 restricting the allowable land uses on 2565 Haines Bayshore Road, the proposed change to the classified use of the property from RL to CG is consistent with the following additional goals, objectives and policies of the FLUE of the Comprehensive Plan: Forwarding Our Future 2040:

- Goal 1: Achieve a viable and healthy balance of land uses to improve the quality of life and support the vision, mission and values of Largo.
- Policy 1.1.2: Ensure compatibility among land use classifications by preserving its characteristics throughout existing and future development in order to accommodate anticipated growth.
- Policy 1.1.3: Coordinate with adjacent jurisdictions and local government plans to ensure compatibility with existing and future planned uses along its common boundaries.
- Policy 1.2.1: Protect stable residential neighborhoods from possible negative impacts due to incompatible land uses; blighting influences; and density increases from redevelopment and new development.
- Objective 1.3: Create a planning framework and implementation strategy that will enhance the livability and accessibility of Largo; promote public health and placemaking principles; strengthen community identity, improve economic sustainability and enhance the aesthetics of the City.
- Policy 1.3.1: Require all development to meet the locational criteria contained in Table FLUE-1.
- Policy 1.3.4: Involve residents, business owners and other applicable stakeholders in the early stages of any development to foster local ideas and address local concerns for the proposed planning areas.
- Goal 2: Revitalize, (re)develop and reconnect the City by transcending its interrelated planning system to achieve a future land use pattern that includes a full range of employment, shopping, civic and leisure opportunities.
- Objective 2.1: Include a broad mix of uses, shared/joint uses, and compact developments, that will provide opportunities for housing while also addressing neighborhood and citywide demand for 91 retail, services and employment.
- Policy 2.1.1: Facilitate when applicable, public-private partnerships, investment and/or new (re)development/revitalization in any interrelated planning system that will improve public infrastructure systems to support redevelopment and growth, preserve neighborhood 95 character, and encourage community engagement.
- Policy 2.1.2: Invest in the built environment in and around each interrelated planning system, to improve quality of life and attract private investment. The built environment includes gray infrastructure (such as buildings, streets, sidewalks, parking, water and sewer pipes), green infrastructure (such as parks, trails and landscaping), and placemaking (such as urban design, public art, gateways, or creative signage).
- Policy 2.1.6: Through partnerships and effective collaboration with local governments and Pinellas County/Forward Pinellas, continue to coordinate and (re)develop any interrelated planning system in accordance with Goal 16.0: Planning and Urban Design Principles of the Countywide Plan Strategies.
- Objective 2.2: Devote effort to redevelopment and infill of existing commercial or residential areas that will provide alternatives to sprawl; conserve land; support and maximize each interrelated planning system.
- Policy 2.2.2: Identify and promote infill development in established or built-out neighborhoods, often using vacant land or rehabilitating existing properties, to encourage many benefits, including financial savings 98 for Largo, increased property values for residents and businesses and economic stabilization of distressed neighborhoods.
- Policy 2.2.3: Continue to implement redevelopment and revitalization strategies and incentives for private reinvestment in under-utilized residential and/or commercial areas where adequate infrastructure exists to support redevelopment.
- Goal 3: Plan for active living to provide residents with safe, convenient, and interconnected mobility options within neighborhoods, corridors, centers and other special area districts; and continue to guide

## Agenda Item #4.

Largo's participation in all planning efforts, intergovernmental and interagency coordination in accordance to the other elements of Forwarding Our Future 2040.

- Objective 3.1: Interconnect Largo's transportation system into its surrounding context and provide for new and improved connections with emphasis on a network of streets, corridors and trails that will expand and improve pedestrian and bicycle facilities.
- Policy 3.1.1: Ensure land use regulations remain consistent with City initiatives and programs, county-wide and regional long-range multi-modal transit plans, to improve a vibrant mix of uses and street-level activity. Where possible, land development patterns, including land use, density/intensity, urban form and related planning considerations, should be established in advance of transit service to establish transit-ready conditions.

### *Consistency with Chapter 163, Part II, Florida Statutes*

The requested land use map amendment proposes to change the classification of a property that comprises of approximately 1.12 acres, meeting the statutory criteria of a small scale development amendment. This request does not result in a text change to the goals, objectives, and policies of the City's Comprehensive Plan. Additionally, the property is not located within an area of critical state concern.

### *Consistency with the Countywide Rules*

Locational characteristics of the Retail & Services (R&S) category, as described in Section 2.3.3.8, describe it as "...appropriate to locations in and adjacent to activity centers where surrounding land uses support and are compatible with intensive commercial use; in areas in proximity to and with access to major transportation facilities, including transit; and on Multimodal Corridors and Future Transit Corridors depicted on the Land Use Strategy Map, where its proximity to transit service supports the type and density/intensity of the proposed use characteristics." **As indicated above, the proposed amendment fulfills the locational criteria of Section 2.2.2.8 of the Countywide Rules on account of the property's proximity to the US Highway 19 N major commercial thoroughfare and its abutment to the Largo Tri-City Special Area Plan (SAP) Major Activity Center.**

Permitted Uses within the R&S category Not Subject to Acreage Thresholds: Any contiguous use or combination of uses subject to the same acreage threshold specified below, alone or when added together, exceeding the acreage maximum shall require a Countywide Plan Map amendment to another land use category that permits the use(s) where the acreage maximum does not apply:

- Uses Subject to Three Acre Maximum – Manufacturing-Medium.
- Uses Subject to Five Acre Maximum – Institutional; Transportation/Utility; Agricultural; Ancillary Nonresidential.

**B. Compatibility - Amendments shall not result in incompatible land use classifications for adjacent parcels or a neighborhood based on standards set out in the Comprehensive Plan (Table FLU-1 of the Future Land Use Element, Location Criteria for Future Land Use classifications) and the compatibility criteria established in this CDC.**

### Impacts of Public Facilities and Services

#### *Transportation*

According to the Forward Pinellas 2023 Level of Service (LOS) Facility Report, the portion of US Highway 19 N (East Bay Drive to Gulf to Bay Boulevard) adjacent to the subject site has a minimum LOS Standard of D and is currently operating at a LOS F. The subject property is bounded by Haines Bayshore Road (Major Collector Road) to the north and Cardinal Drive (Local Road) to the east. Site access and potential mitigation of traffic impacts will be addressed via the corresponding DA24-001 and subsequent site plan review sequence.

#### *Sanitary Sewer*

The proposed land use classification will result in increased generation of wastewater. When applicable, proposed development will be reviewed and approved by staff during the site plan review process, and shall continue to comply with Comprehensive Plan, Sanitary Sewer Subelement, Policy 1.2.6: Operate the wastewater treatment plant at or below 90% of design capacity on an annual average.

*Potable Water*

The subject property will continue to be served by potable water from Pinellas County Utilities. When applicable, any new development on the subject property will tie into the existing Pinellas County Utilities potable water network. Potable water demand is expected to increase with the change of use, and shall continue to comply with Comprehensive Plan, Water Conservation Subelement, Policy 1.1.3: Sustain the level of service standard for potable water that is 120 gallons per capita per day (gcpd) until the year 2026 (next ten-year planning period), through the Pinellas County Ten-Year Water Supply Facilities Work Plan.

*Drainage*

Upon submittal of a future project application, the applicant will have to comply with the standards of the Largo Comprehensive Development Code and Southwest Florida Water Management District regulations. The City provides stormwater drainage facilities and services throughout the City's planning service area in order to protect the health, safety and welfare of the inhabitants of the City. The existing or future drainage conveyance systems on private property is maintained by the property owner(s). Discharges into public stormwater systems are the responsibility of the jurisdictional authority. In the event further development or redevelopment occurs on the property, stormwater systems will be improved or constructed by the property owner(s), in accordance with the rules and regulations of the City and Southwest Florida Water Management District. As contained in the Comprehensive Plan, Stormwater Subelement, Policy 1.1.1: The City shall utilize the following Level of Service (LOS) standards for flood control and water quality:

1. Flood Control
  - a. Stormwater Management Systems that have a positive outfall shall be designed for a 25-year/24-hour storm event, unless it is determined by the City Engineer those conditions exist that require more stringent requirements.
  - b. Stormwater Management Systems that have no positive outfall shall be designed for a 100-year/24-hour storm event, unless it is determined by the City Engineer those conditions exist that require more stringent requirements.
2. Water Quality
  - a. Stormwater ponds, or other similar Stormwater Management Systems, shall be designed to treat the first ½ inch of runoff unless it is an impaired water body; then the SWFWMD guidelines are followed.

*Solid Waste*

Solid waste services are currently provided by the City of Largo and will continue to be provided by the City for the use on site. An increase in solid waste is expected as a result of the future land use map amendment, and shall continue to comply with Comprehensive Plan, Solid Waste Subelement, Policy 1.1.1: Comply with the LOS Standard for solid waste disposal of 1.30 tons of solid waste disposed per person per year in accordance with Pinellas County's adopted LOS Standard, while striving to reduce this number.

*Fire Protection, Rescue, and Emergency Medical Services*

The property is currently located in the Largo Fire District. Largo's Fire and Rescue Services have the ability to serve the property currently and following the proposed future land use map amendment. Service is provided by Fire Station #40, located less than a mile and a half from the property. Fire, rescue and emergency response services in Pinellas County are provided by first responder agreements.

*Financing Municipal Services*

## Agenda Item #4.

The major revenues that are collected from properties within the City limits (including the subject property) include ad-valorem taxes, stormwater fees, sanitary sewer monthly fees and impact fees, solid waste collection fees, communication service taxes, municipal utility taxes, franchise fees, and local business tax receipt fees. The revenues collected from properties are distributed into the City's General Fund, Wastewater Fund, Stormwater Fund and/or the Solid Waste Fund. In addition, the City will collect development fees at the time of any future development review and permitting, which includes: site plan review fees, infrastructure and building permit fees, recreation impact and facility fees, reclaimed water fees (if applicable), and other fees. These funding sources pay for the cost of providing municipal services to properties located within the City of Largo's municipal boundaries. Services the City will provide or is already providing to properties include, sanitary sewer, stormwater management, police, code enforcement, recreation and parks, library, solid waste, fire protection, and road/right-of-way improvements. The City, through its Capital Improvements Element (CIE) of the Comprehensive Plan, annual budget, Capital Improvement Program (CIP) and other funding sources identifies all new capital and municipal improvements that may be necessary in providing any unforeseen infrastructure, transportation or other needs.

### *Other*

Should the property receive approval for the FLUM change, and the property is redeveloped in the future, City services not listed above are or will be available to the properties on substantially the same basis and in the same manner as such services are provided within the rest of the City. Based on the information presented above, the City has the ability to provide municipal services to the area where the properties are located. The current future land use classification for the 1.12-acre subject property is Residential Low (RL). If approved through this FLUMA process without the contingency of the Development Agreement (DA24-001), the proposed Commercial General (CG) classification would permit a broader span of uses. Evaluating each use (as allowed within CG) subject to the purpose, restrictions and interpretations of the CDC, the proposed land use will pose incompatibilities with the adjacent residential properties.

### Demonstration of Need

The property located at 2565 Haines Bayshore Road was purchased by QB Ventures, Inc. in 2021 with the intention of expanding the Quality Boats aquatic vehicle dealership located directly west of the site, at 17389 US Highway 19 N. The redevelopment of the existing unkempt single-family residence represents a commercial infill project that will permit improvements to a property that has had very little alteration since its original construction in 1965. Requirements outlined with the CDC and in the terms and conditions of the companion DA will ensure that land use compatibility is maintained by mitigating potential deleterious impacts of future redevelopment on the established low-density residential communities to the east of the subject site. Additionally, use restrictions per the proposed DA will further ensure land use compatibility by prohibiting the establishment of the more impactful, auto-oriented uses such as gas stations, drive-thru restaurants, and contractor yards that would otherwise be permitted by right on the proposed CG land use classification. In tandem with the terms and conditions of the concurrent DA, the proposed amendment to CG would also support several policies outlined within the Comprehensive Plan by facilitating the expansion of the shared-use Fred Marquis Pinellas Trail, which is proposed to run parallel along the property's eastern boundary. In particular, FLUE Objective 3.1 states: "Interconnect Largo's transportation system into its surrounding context and provide for new and improved connections with emphasis on a network of streets, corridors and trails that will expand and improve pedestrian and bicycle facilities." Through correspondence with Pinellas County, it was determined that the subject property would serve as an ideal location to fulfill the planned South Gap expansion of the Pinellas Trail, which envisions construction commencing starting in 2027. When paired with the companion DA24-001, the proposed change to CG for the property located at 2565 Haines Bayshore Road meet the desired intent of the applicant at a scale and intensity that would minimize potential commercial impacts to the neighboring residential properties while also providing direct pedestrian and bicycle accessibility to communities currently unserved by the Pinellas Trail.

### Parcels Ability to Develop in Compliance of CDC Standards

Upon submission of an application for any potential future redevelopment, staff will review future site plans to ensure that the standards of the CDC are met. There is no evidence at this time that the subject parcel cannot be developed in full compliance with the CDC under the proposed CG land use classification.



Special Flood and Coastal High Hazard Area/Hurricane Evacuation

- Per FEMA National Flood Hazard Layer FIRMette number 12103C0136H, the subject property is located within Flood Zone X (area of minimal flood hazard).
- The subject property is not located within the Coastal High Hazard Area (CHHA).
- Per the Pinellas County Know Your Zone map, the subject property is within a Level C Evacuation Zone. The site has adequate access to emergency shelter space and evacuation routes.

Scenic/Noncommercial Corridor

The subject property is not located adjacent to a roadway classified as a Scenic/Noncommercial Corridor.

**PUBLIC NOTIFICATION REQUIREMENTS:**

MAILED WRITTEN NOTIFICATION: **May 7, 2024**  
 PUBLISHED NEWSPAPER NOTIFICATION: **May 22, 2024**  
 POSTED PROPERTY NOTICE: **May 30, 2024**

**STAFF RECOMMENDATION:**

Based on the terms and conditions outlined in DA24-001, which restrict the uses that could be developed on the property, the proposed Comprehensive Plan Future Land Use Map Amendment (FLUMA) is consistent with the goals, objectives, and policies of the adopted Largo Comprehensive Plan, Comprehensive Development Code, Pinellas Countywide Plan Rules, and Chapter 163 of the Florida Statutes.

If DA24-001 is denied, staff recommends denial of the proposed amendment, changing the City of Largo Future Land Use Map (FLUM) from Residential Low (RL) to Commercial General (CG), finding that the proposed FLUMA is inconsistent with the goals, objectives, and policies of the adopted Largo Comprehensive Plan, Comprehensive Development Code, Pinellas Countywide Plan Rules, and Chapter 163 of the Florida Statutes.

**SUGGESTED MOTIONS FOR THE PLANNING BOARD:**

I MOVE TO APPROVE FLUM24-003 (ORDINANCE NO. 2024-40) - 2565 HAINES BAYSHORE ROAD FUTURE LAND USE MAP AMENDMENT, FINDING THAT THE PROPOSED FUTURE LAND USE MAP AMENDMENT MEETS THE REQUIREMENTS OF CDC SECTION 4.5.3 FOR FUTURE LAND USE MAP AMENDMENTS SUBJECT TO ALL STAFF RECOMMENDATIONS.

I MOVE TO DENY FLUM24-003 (ORDINANCE NO. 2024-40) - 2565 HAINES BAYSHORE ROAD FUTURE LAND USE MAP AMENDMENT, FINDING THAT THE PROPOSED FUTURE LAND USE MAP AMENDMENT DOES NOT MEET THE REQUIREMENTS FOR CDC SECTION 4.5.3 FOR FUTURE LAND USE MAP AMENDMENTS.

**RECOMMENDATION:**

RECOMMENDATION:

- Approval (Vote 5 - 2)
- Approval with conditions (Vote \_\_\_\_\_)
- Denial (Vote \_\_\_\_\_)

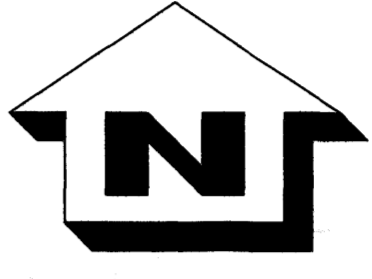
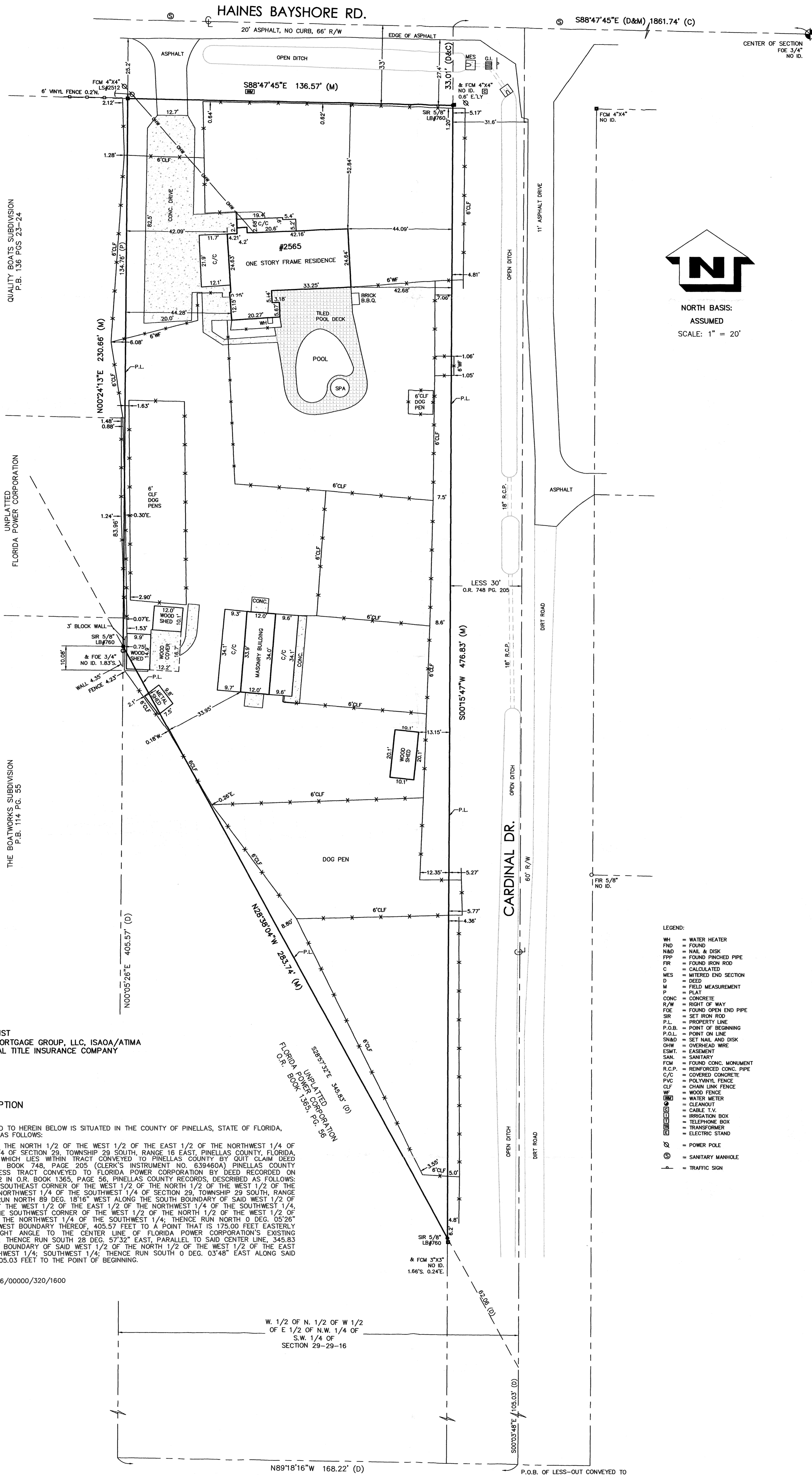


\_\_\_\_\_  
 Michael DiBrizzi, Chairperson

Approved By:

Status:

S.W. 1/4 SECTION 29, TOWNSHIP 29S, RANGE 16E



NORTH BASIS:  
ASSUMED  
SCALE: 1" = 20'

CERTIFIED TO:  
CALEB A. SJOQUIST  
ATLANTIC BAY MORTGAGE GROUP, LLC, ISAOA/ATIMA  
FIDELITY NATIONAL TITLE INSURANCE COMPANY

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PINELLAS, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:  
THE WEST 1/2, OF THE NORTH 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, LESS THAT PART WHICH LIES WITHIN TRACT CONVEYED TO PINELLAS COUNTY BY QUIT CLAIM DEED RECORDED IN O.R. BOOK 748, PAGE 205 (CLERK'S INSTRUMENT NO. 639460A) PINELLAS COUNTY RECORDS, ALSO LESS TRACT CONVEYED TO FLORIDA POWER CORPORATION BY DEED RECORDED ON FEBRUARY 20, 1962 IN O.R. BOOK 1365, PAGE 56, PINELLAS COUNTY RECORDS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTH 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 29 SOUTH, RANGE 16 EAST, THENCE RUN NORTH 89 DEG. 18'16" WEST ALONG THE SOUTH BOUNDARY OF SAID WEST 1/2 OF THE NORTH 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, 168.22 FEET TO THE SOUTHWEST CORNER OF THE WEST 1/2 OF THE NORTH 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN NORTH 0 DEG. 05'26" EAST ALONG THE WEST BOUNDARY THEREOF, 405.57 FEET TO A POINT THAT IS 175.00 FEET EASTERLY FROM AND AT RIGHT ANGLE TO THE CENTER LINE OF FLORIDA POWER CORPORATION'S EXISTING TRANSMISSION LINE; THENCE RUN SOUTH 28 DEG. 57'32" EAST, PARALLEL TO SAID CENTER LINE, 345.83 FEET TO THE EAST BOUNDARY OF SAID WEST 1/2 OF THE NORTH 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 0 DEG. 03'48" EAST ALONG SAID EAST BOUNDARY, 105.03 FEET TO THE POINT OF BEGINNING.

Parcel ID: 29/29/16/00000/320/1600

FLORIDA POWER CORPORATION  
UNPLATTED  
O.R. BOOK 1365, PAGE 56

- LEGEND:
- WH = WATER HEATER
  - FND = FOUND
  - N&D = NAIL & DISK
  - PPP = FOUND PINCHED PIPE
  - FIR = FOUND IRON ROD
  - C = CALCULATED
  - MES = MITERED END SECTION
  - D = DEED
  - M = FIELD MEASUREMENT
  - P = PLAT
  - CONC = CONCRETE
  - R/W = RIGHT OF WAY
  - FOE = FOUND OPEN END PIPE
  - SIR = SET IRON ROD
  - P.L. = PROPERTY LINE
  - P.O.B. = POINT OF BEGINNING
  - P.O.L. = POINT ON LINE
  - SN&D = SET NAIL AND DISK
  - OHW = OVERHEAD WIRE
  - ESMT. = EASEMENT
  - SAN. = SANITARY
  - FCM = FOUND CONC. MONUMENT
  - R.C.P. = REINFORCED CONC. PIPE
  - C/C = COVERED CONCRETE
  - PVC = POLYVINYL FENCE
  - CLF = CHAIN LINK FENCE
  - WF = WOOD FENCE
  - WM = WATER METER
  - CLEANOUT = CLEANOUT
  - CABLE T.V. = CABLE T.V.
  - IRRIGATION BOX = IRRIGATION BOX
  - TELEPHONE BOX = TELEPHONE BOX
  - TRANSFORMER = TRANSFORMER
  - ELECTRIC STAND = ELECTRIC STAND
  - POWER POLE = POWER POLE
  - SANITARY MANHOLE = SANITARY MANHOLE
  - TRAFFIC SIGN = TRAFFIC SIGN

No.	DESCRIPTION	DATE

BOUNDARY SURVEY WITH  
IMPROVEMENTS

JOHN C. BRENDIA AND ASSOCIATES, INC.  
Professional Land Surveyors and Mappers  
4015 82nd Avenue North  
Pinellas Park, Florida 33781  
Telephone (727) 576-3746  
Facsimile (727) 577-9932  
#807-87-CRD  
#887-87-688-  
LB 760



I hereby certify that the survey represented hereon meets the requirements of Chapter 50-17, Florida Administrative Code.

JOHN C. BRENDIA  
Florida surveyor's registration No. 4601  
Certificate of Authorization No. 760

SURVEYOR'S NOTES:  
Survey was prepared with the benefit of title search commitment #2-209F, written by Fidelity National Title Insurance Company, date issued 8/6/2018.  
Survey not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.  
This survey is made for the exclusive use of the current owners of the property and does not constitute purchase, mortgage or guarantee the title thereto within one (1) year from date hereof.

From Zone of Minimal Flood Hazard  
COMMUNITY PANEL #25138 121020138 0, REVISED 8/2/03  
Base of Boundary  
NORTH BOUNDARY OF THE S.W. 1/4 OF THE SECTION 29-29-16 ASSUMED SB88°47'45"E PER PINELLAS COUNTY ENGINEERING DEPT.

FB: 951A PG: 31-32  
Survey date: 8/15/16  
Job Number: 1807-87  
Drawn by: JM  
Chkd by: JCB  
SHEET 1 of 1

Prepared by and when  
recorded mail to:

City Attorney  
City of Largo  
P.O. Box 296  
Largo, FL 33779-0296

## DA24-001

### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“AGREEMENT”) is made and entered into this 19 day of June, 2024, between the **CITY OF LARGO, FLORIDA**, a municipal corporation with its principal address located at is 201 Highland Avenue, Largo, Florida (“CITY”), and **QB VENTURES, INC.**, a Florida profit corporation with its principal address located at 235 Windward Passage, Clearwater, Florida (“DEVELOPER”). The CITY and the DEVELOPER are together hereinafter referred to as 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 by the CITY’s Comprehensive Development Code (the “CDC”) to enter into a development agreement with any person or entity having a legal or equitable interest in real property located within its jurisdiction; and

WHEREAS, section 4.6 of the CDC provides additional standards and requirements relevant to the CITY’s policies and procedures regarding development agreements which are consistent with the Act; and

WHEREAS, the PROPERTY has a future land use designation of Residential Low (RL), and the DEVELOPER has submitted an application to the City requesting a future land use map amendment to Commercial General (CG); and

WHEREAS, the CITY has determined that the terms of this AGREEMENT are consistent with the Comprehensive Plan adopted by the CITY (the “Comprehensive Plan”) and the CDC, unless otherwise expressly set forth herein; and

WHEREAS, the DEVELOPER wishes to develop a boat sales, storage, and repair facility on the PROPERTY, which totals approximately 1.12 acres (the “PROJECT”).

### AGREEMENT

NOW, THEREFORE, in consideration of and in reliance upon the mutual promises, covenants, and findings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PARTIES voluntarily agree to enter into this AGREEMENT according to the following terms and conditions:

**Section 1. RECITALS.**

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

**Section 2. DEFINITIONS.**

- A. Development Controls Officer (DCO): The Director of the City of Largo Community Development Department or her/his designee.
- B. Development Order (DO): A document issued by the DCO upon approval of an official board, commission, or administrative officer authorizing a specific use and development of the PROPERTY, and further authorizing the subsequent issuance of necessary permits.
- C. Development Permit (DP): The final permission to erect, construct, reconstruct, alter, raze, move, or remove improvements, or otherwise develop the PROPERTY within the City of Largo. This includes, but is not limited to, the building permit, sign permit, etc.
- D. Mortgagee: The holder of any mortgage or the beneficiary of any deed of trust covering all or part of the PROPERTY or the successor or assignee of any such mortgage holder, or beneficiary, provided that the CITY has received written notice from or on behalf of any such holder or beneficiary providing such party's address and stating its desire to receive notices with respect to this AGREEMENT pursuant to Subsection 14.5.
- E. Public Infrastructure: Facilities to be located in deeded rights-of-way or easements and/or dedicated by plat to the use of the public in general, to include, but not limited to, roads, pedestrian sidewalks, sewer collection systems, water distribution systems, storm drainage systems, street lights, and street signage.
- F. Private Infrastructure: Facilities for all infrastructure other than Public Infrastructure, including but not limited to roads, pedestrian sidewalks, sewer collection systems, storm drainage systems, street lights and street signage, necessary for the PROJECT.

**Section 3. LEGAL DESCRIPTION OF PROPERTY**

The PROPERTY is legally described on Exhibit "A" which is attached to and made a part of this AGREEMENT.

**Section 4. RELATIONSHIP OF PARTIES SUBJECT TO THIS DEVELOPMENT AGREEMENT**

The DEVELOPER is unrelated to the CITY. The CITY is a municipal corporation organized under Florida law. 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.

**Section 5. DURATION OF AGREEMENT**

5.1 This AGREEMENT shall become effective on the date this AGREEMENT is properly recorded in the public records of Pinellas County, Florida (the "Effective Date").

5.2 The duration of this AGREEMENT shall be for a period of thirty (30) years from the Effective Date. The duration of this AGREEMENT may also be extended by mutual consent of the PARTIES to the

extent that any such extension is not contrary to the laws of the State of Florida or the CDC at the time of the extension.

5.3 The Developer is applying to the CITY to change the land use designation for the PROPERTY to Commercial General (CG). If the DEVELOPER's application for the land use change to Commercial General (CG) is not approved by all necessary governmental entities, this AGREEMENT shall terminate without any action or notice of the Parties. If the AGREEMENT terminates pursuant to this paragraph, the Parties agree to sign a written termination and the DEVELOPER will record any documents necessary to document the termination of this AGREEMENT at the Developer's sole cost.

5.4 In the event of termination of this AGREEMENT because of DEVELOPER's failure to comply with Section 13.3 or for any other reason prior to the issuance of all required certificates of occupancy for the Project, the CITY may elect to change the future land use designation of the PROPERTY back to Residential Low (RL) and the DEVELOPER agrees not to object to the change of the future land use designation, agrees not to claim any vested rights based on the change of the future land use designation to Commercial General (CG), and waives and releases any and all claims arising out of the CITY's determination to revert the future land use designation back to Residential Low (RL), including any claims under the Bert Harris Act.

## **Section 6. OBLIGATIONS OF THE DEVELOPER**

The obligations of this AGREEMENT shall be binding on the DEVELOPER and its successors and assigns.

6.1 The DEVELOPER has submitted to the CITY a conceptual site plan, attached hereto as Exhibit "B" ("Conceptual Site Plan"). The DEVELOPER shall develop the PROPERTY in accordance with the Conceptual Site Plan, as modified from time to time subject to CITY approval as herein provided. The PARTIES recognize that as of the time of this AGREEMENT, it is currently uncertain as to the exact and final number, square footage, location and design of the buildings and driveway access points.

6.2 The DEVELOPER shall submit preliminary and final site plans for approval to the CITY consistent with the CDC, the Conceptual Site Plan, and this AGREEMENT, and applicable comments of federal, state, county or district agencies. The preliminary site plan and the final site plan must each be approved by the CITY and the final site plan must receive a Development Order and concurrency approval in compliance with all applicable CDC requirements, except as otherwise allowed in Section 6.4 of this AGREEMENT.

6.3 Any revisions to the Conceptual Site Plan must be submitted to the CITY for final approval and shall reflect the final site plan and revisions necessary to comply with the restrictions and performance standards in the AGREEMENT, the CDC, and generally in accordance with the Activity Center Design Guidelines.

6.4 At the time of development of the PROPERTY, DEVELOPER will submit such applications and documentation as are required by law, all applicable technical codes, and the CDC, as they exist on the Effective Date of this AGREEMENT. In the event that DEVELOPER fails to apply for development permits within two (2) years of the Effective Date, including any extension granted by the DCO or by statute, and commence construction within 12 months from the issuance of a development permit, the PROPERTY shall be subject to any new CDC requirements subsequently adopted.

6.5 Development Restrictions. The following restrictions shall apply to development of the PROPERTY, even if there is a more restrictive provision of the CDC directly conflicting with these restrictions:

6.5.1 *Use Restrictions.* The allowable use of the PROPERTY shall be limited to boat sales, storage, repairs, and associated ancillary uses related to the maintenance of boats.

6.5.2 *Landscape Buffering.*

6.5.2.A DEVELOPER shall construct a buffer around the perimeter of the PROPERTY as follows:

6.5.2.A(1) A 10-foot-wide Type A buffer, as described in the CDC, along the northern, eastern, and southern boundaries of the PROPERTY. With regard to the eastern buffer, the DEVELOPER will convey an easement at least 5 feet wide to facilitate the construction of the Pinellas Trail, a portion of which may contain a paved surface. As much of the required Type A landscaping as possible in light of the easement to be conveyed for construction of the Pinellas Trail will be planted along the eastern property line.

6.5.3 *Pinellas Trail Expansion.*

6.5.3.A The DEVELOPER shall coordinate with the CITY, Pinellas County, and any other regulatory agency with jurisdiction, to provide a dedicated easement for an expansion of the Pinellas Trail along the eastern boundary of the PROPERTY.

6.5.3.B The dedication of this easement, as evidenced by recorded documentation filed and recorded with the office of the Clerk of the Circuit Court of Pinellas County at the DEVELOPER's sole cost, shall occur prior to the issuance of a Development Order for the PROPERTY.

## **Section 7. OBLIGATIONS OF THE CITY**

In addition to its application for a future land use change, DEVELOPER shall submit to the CITY and the CITY shall process preliminary and final site plan applications for the PROPERTY that are incorporated as part of this AGREEMENT in accordance with the procedures set forth in the CDC.

## **Section 8. DEVELOPMENT OF THE PROPERTY**

### **8.1 Applicable Rules, Regulations, and Policies.**

8.1.1 Subject to the terms of Section 6.4 of this AGREEMENT, the ordinances, rules, regulations and policies in existence on the Effective Date (excluding those governing impact fees or fee rates, which may be established from time to time in accordance with applicable law) shall govern the development of the PROPERTY for the duration of this AGREEMENT. All existing ordinances, rules, codes, regulations, and policies at the termination of this AGREEMENT shall become applicable to the PROPERTY regardless of the terms of this AGREEMENT.

The PROJECT 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 such new ordinances and policies:

1. Are not in conflict with the laws and policies governing this AGREEMENT and do not prevent development of the land uses, intensities, or densities as allowed under this AGREEMENT;
2. 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;
3. Are specifically anticipated and provided for in this AGREEMENT; and
4. The CITY demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this AGREEMENT, or this AGREEMENT is based on substantially inaccurate information provided by the DEVELOPER.

8.2 Subsequent Laws and Policies. Subsequent adopted laws and policies of general application in the CITY, including laws and policies pertaining to impact fees, shall be applicable to the PROPERTY.

8.3 State and Federal Laws. This AGREEMENT shall not preclude the applicability to the PROJECT of changes in rules, regulations, or policies enacted by state or federal laws 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 or may avail itself of such other rights and remedies as may then be available to it in order to realize the benefits intended to have been provided to it hereunder.

## **Section 9. PUBLIC FACILITIES**

9.1 General. DEVELOPER shall design, construct, and maintain, until conveyance to and acceptance by the CITY and/or Pinellas County, all Public Infrastructure necessary for the PROJECT, providing that said Public Infrastructure facilities have received final site plan approval and construction plan approval by the CITY and/or Pinellas County, and that all review procedures have been complied with fully. Public Infrastructure shall be completed, inspected, and accepted by the CITY and/or Pinellas County prior to the issuance of any certificates of occupancy for the PROPERTY.

9.2 Private Infrastructure. DEVELOPER shall design, construct, and maintain, until conveyance, if any, all Private Infrastructure, providing, that said Private Infrastructure has received final site plan approval and construction plan approval by the CITY, and that all review procedures have been complied with fully. Private Infrastructure shall be inspected and approved by the CITY, and any other required governmental agencies, prior to the issuance of any certificates of occupancy for the PROPERTY.

9.3 Off-Site Public Infrastructure. DEVELOPER shall be required to construct off-site public facilities to mitigate negative impacts on adopted levels of service caused by the PROJECT as determined during the full site plan review process.

9.4 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 CITY or Pinellas County concurrency ordinance provisions, if applicable, in effect at the time of the Effective Date of this AGREEMENT.

9.3.1. Potable water from Pinellas County.

9.3.2. Sanitary sewer service from the CITY.

9.3.3. Fire protection from the CITY.

9.3.4 Drainage facilities for the PROPERTY are as designated on the Conceptual Site Plan and approved by the Southwest Florida Water Management District.

9.5 Remedies/Enforcement Mechanism. In the event DEVELOPER fails to comply with the requirements of this Section 9, the CITY'S remedy shall be to withhold the certificate(s) of occupancy for structures located on the PROPERTY.

**Section 10. DEDICATION OF LAND FOR PUBLIC PURPOSES.**

To the extent that DEVELOPER has not done so, the DEVELOPER shall dedicate those portions, if any, of the PROPERTY required for water, sanitary sewer, drainage, utilities, the Pinellas Trail expansion described in section 6.5.3 above, and other publicly owned properties by plat dedication, warranty deed, easement, or by title instrument satisfactory to the Development Controls Officer.

**Section 11. REQUIRED DEVELOPMENT PERMITS**

Local development permits which must be approved and issued to DEVELOPER or their successors in interest may include, but are not limited to the following:

- A. Development Order;
- 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. Concurrency determination from Pinellas County on state and county facilities and services;
- G. Drainage permit from Southwest Florida Water Management District and the Department of Environmental Protection (DEP);
- H. Certificates of occupancy;
- I. Future Land Use Map Amendment approval by the CITY, the Pinellas Planning Council (PPC), and the Countywide Planning Authority (CPA);
- J. 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 12. AMENDMENT OF AGREEMENT AND DEVELOPMENT ORDER**

This AGREEMENT may be amended from time to time by written mutual consent of the PARTIES or their successors in interest, in accordance with section 163.3237, F.S.

**Section 13. ANNUAL REVIEW, DEFAULT, AND REMEDIES**

13.1 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 the manner in which said default may be satisfactorily cured. 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 in Section 9.5 above, 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, the right to seek specific performance, and the right to file for injunctive relief in the Sixth Judicial Circuit Court in and for Pinellas County, Florida to enforce the terms of the AGREEMENT or to challenge compliance of this AGREEMENT with the provisions of F.S. 163.3220 - 163.3243. Should any party be forced to retain an attorney to enforce any provisions of this AGREEMENT, the prevailing party shall be entitled to recover its reasonable attorneys' fees, cost, charges and expenses expended or incurred in pursuit of all such claims at every level, including pre-suit, pre-trial, trial and appeal and including any litigation over entitlement to the amount of attorneys' fees and cost owed.

13.2 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, and either accept or reject the report based upon substantial, competent evidence that the DEVELOPER or its successors in interest have complied in good faith with the terms and conditions of this AGREEMENT. Failure to comply with the terms and conditions of this AGREEMENT after being provided with applicable notice and the opportunity to cure as set forth in Section 13.1 shall constitute an event of default under this AGREEMENT. Without limiting the generality of the foregoing, if the CITY finds, on the basis of substantial competent evidence, that there has been a failure on the part of the DEVELOPER to comply with its obligations under this AGREEMENT, the CITY may, after furnishing the default notice described in Section 13.1, exercise any one or more, or all, of its rights and remedies against the DEVELOPER under this AGREEMENT, at law or in equity, including terminating this AGREEMENT. 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 14.5.

13.3 Time Frame for Development of Property. The DEVELOPER shall complete construction of the PROJECT, as evidenced by issuance of all required certificates of occupancy by the CITY, within ten (10) years from the EFFECTIVE DATE.

**Section 14. MISCELLANEOUS**

14.1 Covenants Running with the Land. The provisions of this AGREEMENT shall constitute covenants which shall run with the land comprising the PROPERTY; the burdens and benefits hereof shall bind and inure to the benefit of the PARTIES hereto and their personal representatives, heirs, successors, grantees and, and a copy of this AGREEMENT shall be recorded among the Public Records of Pinellas County, Florida, upon execution of this AGREEMENT by the PARTIES hereto.

14.2 Mortgagee Rights. CITY shall provide any mortgagee, of which the CITY has notice, with written notice of any default by the DEVELOPER under this AGREEMENT concurrently with its delivery of such notice to the DEVELOPER, and give each mortgagee the same opportunity to cure such default as is provided to the DEVELOPER under this AGREEMENT and will accept any such cure from mortgagee as if such cure was tendered by DEVELOPER. Failure to provide such notice to mortgagee shall not give rise to any liability on the part of the CITY.

14.3 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 evidence of the transfer of its obligations under this AGREEMENT to a third party.

14.4 Construction. This AGREEMENT has been reviewed and revised by legal counsel for both the DEVELOPER and the CITY, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this AGREEMENT.

14.5 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 certified or registered mail, postage prepaid, return receipt requested. Such notice shall be addressed as follows:

As to the CITY:

John Curp, City Manager  
City of Largo  
P.O. Box 296  
Largo, FL 34649-0296

With a required copy concurrently to:

Alan S. Zimmet, Esq.  
Bryant Miller Oliver, P.A.  
400 N. Tampa Street, Suite 1600  
Tampa, FL 33602

As to DEVELOPER:

QB Ventures, Inc.  
235 Windward Passage  
Clearwater, FL 33767

With a required copy concurrently to:

Brian J. Aungst, Jr.  
Macfarlane Ferguson & McMullen, P.A.  
625 Court Street, Suite 200  
Clearwater, FL 33756

14.6 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.

14.7 Counterparts and Exhibits. 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. To indicate their agreement to the above, the PARTIES or their authorized representatives or officers have signed this AGREEMENT. This AGREEMENT consists of 12 pages, including Notary acknowledgments, and in addition, two (2) exhibits which constitute the entire understanding and agreement of the PARTIES to this AGREEMENT. The following exhibits are attached to this AGREEMENT and incorporated herein for all purpose:

Exhibit "A"	PROPERTY (Legal Description)
Exhibit "B"	Conceptual Site Plan

14.8 Completion of AGREEMENT. Upon the completion of performance of this AGREEMENT or its revocation or termination, the DEVELOPER or its successors 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 such statement to the City Manager or his designee.

14.9 Recording this AGREEMENT. This AGREEMENT shall be recorded, by the CITY, at the DEVELOPER'S cost, in the public records of Pinellas County, Florida, in accordance with the requirements of the Act.

14.10 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.

14.11 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.

14.12 Controlling Law and Venue. This AGREEMENT shall be construed by and controlled under the laws of the State of Florida. The PARTIES consent to jurisdiction over them in the State of Florida and agree that venue for any state action arising under this AGREEMENT shall lie solely in the courts located in Pinellas County, Florida, and for any federal action shall lie solely in the United States District Court for the Middle District of Florida, Tampa Division.

*The remainder of this page intentionally blank. Please see following pages for signatures and exhibits.*

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 acknowledges that the undersigned has the lawful authority granted by said entity to execute this AGREEMENT on behalf of the OWNER, and has been granted the right to bind the OWNER and DEVELOPER to the covenants and agreements herein above stated.

Entity Name: QB VENTURES, INC.

By (Signature): David Bair

Print Name: DAVID BAIR

Title: ~~Owner~~ CEO  
*JA*

NOTARIZATION: CORPORATE/PARTNERSHIP/TRUST/OTHER ENTITY

STATE OF Florida

COUNTY OF Pinellas

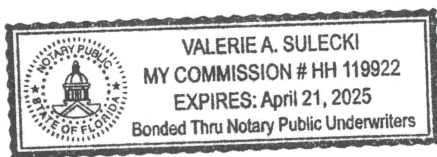
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 7<sup>th</sup> day of June, 2024, by David Bair as ~~owner~~ CEO of QB VENTURES, INC., who acknowledged before me that they are authorized to execute this AGREEMENT on behalf of said entity and [] is personally known to me or [ ] has produced identification.

Type of identification produced: personally known.

My commission expires: 4/21/2025  
(Notary Seal)

Valerie A. Sulecki  
Notary Public Signature

Valerie A. Sulecki  
Notary Public Print Name

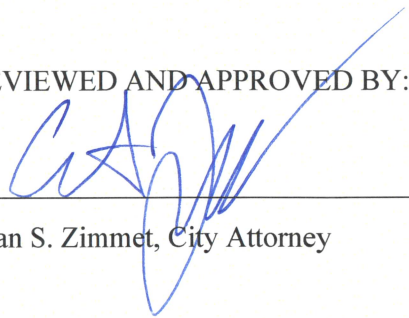


**CITY OF LARGO, Florida**  
a municipal corporation.

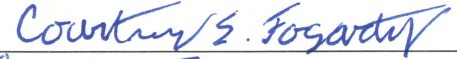
BY:

  
\_\_\_\_\_  
*Margaret Paluch, Assistant City manager*  
John P. Curp, City Manager

REVIEWED AND APPROVED BY:

  
\_\_\_\_\_  
Alan S. Zimmet, City Attorney

ATTEST:

  
\_\_\_\_\_  
*Courtney E. Fogarty, Deputy City Clerk*  
Diane Bruner, City Clerk

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 25 day of June, 2024, by John Curp, as City Manager of the CITY OF LARGO, FLORIDA, a municipal corporation, and he acknowledged before me that he executed the instrument on behalf of the CITY. He is personally known to me.

My commission expires:  
(Notary Seal)

  
\_\_\_\_\_  
Notary Public Signature

Justin Good  
\_\_\_\_\_  
Notary Public Print Name

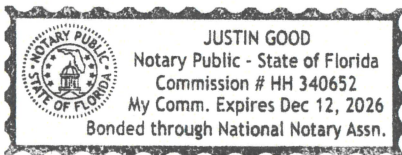


EXHIBIT "A"

**PROPERTY**  
LEGAL DESCRIPTION OF THE PROPERTY

All that tracts or parcels of land lying and being in the County of Pinellas, Florida, to wit:

THE WEST 1/2, OF THE NORTH 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, LESS THAT PART WHICH LIES WITHIN TRACT CONVEYED TO PINELLAS COUNTY BY QUIT CLAIM DEED RECORDED IN O.R. BOOK 748, PAGE 205 (CLERK'S INSTRUMENT NO. 639460A) PINELLAS COUNTY RECORDS, ALSO LESS TRACT CONVEYED TO FLORIDA POWER CORPORATION BY DEED RECORDED ON FEBRUARY 20, 1962 IN O.R. BOOK 1365, PAGE 56, PINELLAS COUNTY RECORDS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTH 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 29 SOUTH, RANGE 16 EAST, THENCE RUN NORTH 89 DEG. 18'16" WEST ALONG THE SOUTH BOUNDARY OF SAID WEST 1/2 OF THE NORTH 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, 168.22 FEET TO THE SOUTHWEST CORNER OF THE WEST 1/2 OF THE NORTH 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN NORTH 0 DEG. 05'26" EAST ALONG THE WEST BOUNDARY THEREOF, 405.57 FEET TO A POINT THAT IS 175.00 FEET EASTERLY FROM AND AT RIGHT ANGLE TO THE CENTER LINE OF FLORIDA POWER CORPORATION'S EXISTING TRANSMISSION LINE; THENCE RUN SOUTH 28 DEG. 57'32" EAST, PARALLEL TO SAID CENTER LINE, 345.83 FEET TO THE EAST BOUNDARY OF SAID WEST 1/2 OF THE NORTH 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4; SOUTHWEST 1/4; THENCE RUN SOUTH, 0 DEG. 03'48" EAST ALONG SAID EAST BOUNDARY, 105.03 FEET TO THE POINT OF BEGINNING.

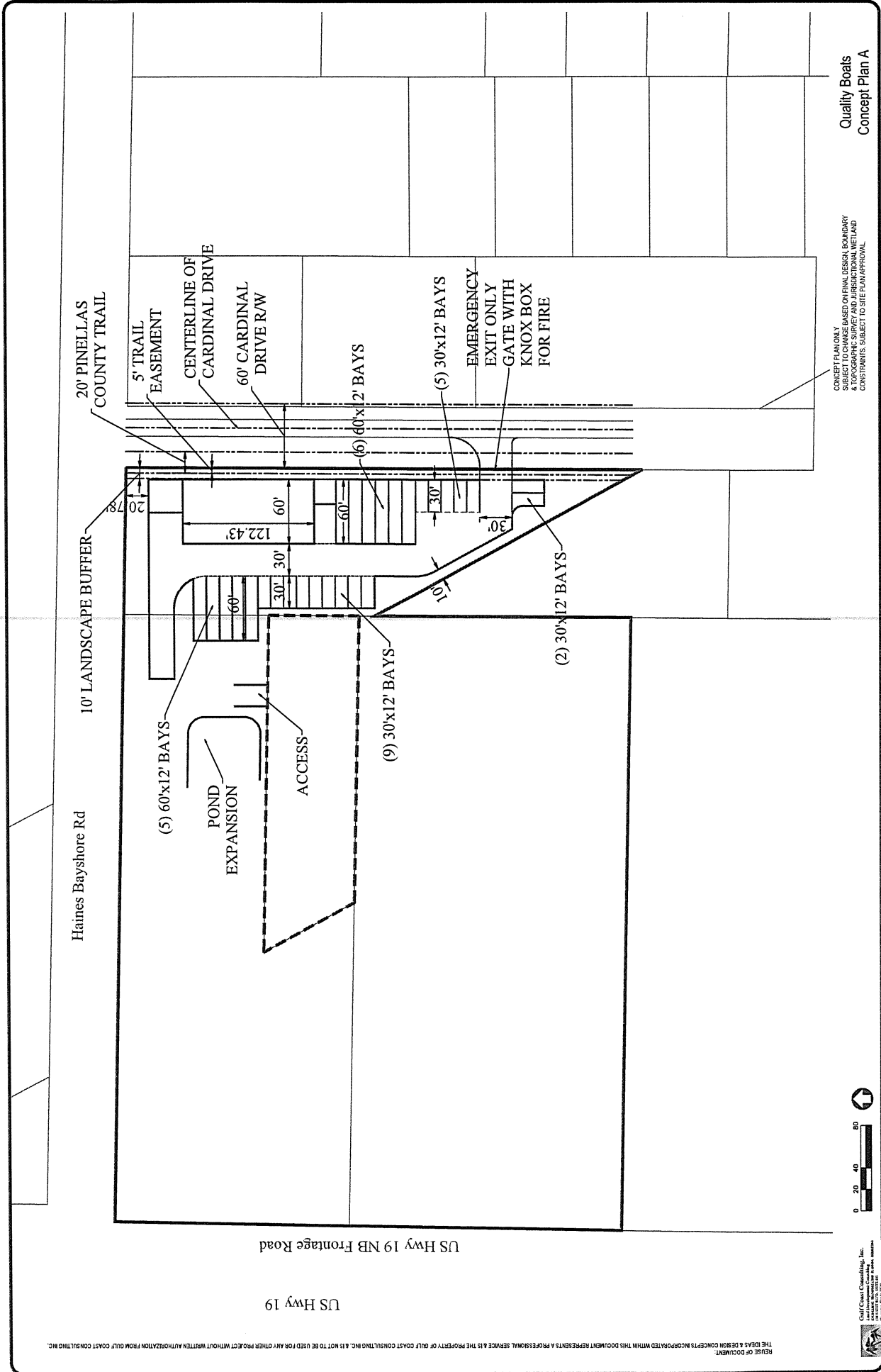
The subject property as a whole contains 1.12 acres or 48,787 square feet, more or less.

ALSO KNOWN AS PINELLAS COUNTY PARCEL IDENTIFICATION NUMBER 29-29-16-00000-320-1600

EXHIBIT "B"  
**CONCEPTUAL SITE PLAN**

[SEE ATTACHED]





Quality Boats  
Concept Plan A