STAFF REPORT AND RECOMMENDATIONS  
PLANNING & DEVELOPMENT SERVICES DIVISION  
COMMUNITY DEVELOPMENT DEPARTMENT

MEMO DATE: November 16, 2018
AGENDA DATE: December 6, 2018
TO: City of Largo Planning Board
FROM: Katrina Lunan-Gordon (Case Planner)
SUBJECT/CASE: FLUM18-003– 1300 COVE CAY DRIVE FUTURE LAND USE MAP AMENDMENT

INTRODUCTION:
The City of Largo is requesting a Level IV, Comprehensive Plan Future Land Use Map Amendment for the property located at 1300 Cove Cay Drive. The City is requesting an amendment for Lots 21 and 22, totaling 4.63 acres mol. Based upon Annexation Agreement: AA14-35, dated August 18, 2014, it is the City’s intent to amend the land use classification from Recreation/Open Space (R/OS) to Commercial Recreation (CR) depicted as “Resort” on the Pinellas County, Countywide Future Land Use Map Plan.

PURPOSE AND INTENT:
As shown in the Annexation Agreement location map, the subject property (also known as Cove Cay Marina) consists of approximately 4.63 acres and is located north of Cove Cay Drive and east of US Highway 19 N. Official records from the City and the County indicate that prior to being annexed, the subject property was and has been functioning with some of the following uses since 1974: “Marina, Boat Storage, Fuel Sales, Bait Shop, and/or Kayak/Boat Rental”. During that time, up until the annexation, the aforementioned uses were allowed under the Countywide Plan Map category, Resort (R) and Recreation/Open Space (R/OS).

It shall be noted that, at the time of annexation in August 2014, the City of Largo had no regulatory standards nor identified the Commercial Recreation (CR) land use classification within the Comprehensive Development Code (CDC). R/OS land use classification was applied in the interim until the CR land use
classification could be added to the CDC. At this time, the current use, “marinas and boat storage facilities” is not an allowable use under R/OS. However, properties developed in Unincorporated Pinellas County, and carries forward an active business tax receipt (a license to conduct business), are deemed legal nonconforming. Legal nonconformities are lots, uses, and/or structures, that were existing at the time of the adoption of this CDC, which complied with applicable regulations at the time the use was established and were properly permitted at that time, but do not conform to the standards, requirements, and/or regulations of the CDC.

Effective as of December 4, 2018, City Commission approved Ordinance No. 2019-03, amending the CDC and establishing allowable use types and development standards to implement the new CR land use. This includes the maximum density (dwelling unit/acre), floor area ratio, impervious surface ratio, and corresponding Countywide Plan Map categories in conjunction with CR land use; the description and locational characteristics; and furthermore establish the allowable use types and development standards to implement the CR land use.

CR recognizes the existing uses as allowed uses in CDC, Table 6-1: Allowable Uses within Land Use Classifications and will bring the site into conformance. If the FLUM amendment is approved, the current property owners may develop the site in full compliance with all applicable standards and provisions of the CDC. Any future proposed development will be subject to the development review process.

**SITE INFORMATION:**

| ADDRESS | 1300 Cove Cay Dr, Clearwater, FL 33760 |
| LOCATION | North of Cove Cay Drive; East of US Highway 19 N. |
| PARCEL ID NUMBERS | 29-29-16-70308-200-2101 |
| LOT SIZE | 4.63 acres mol (201,682 sq. ft.) |
| EXISTING LAND USE | Marina, Boat Storage, Fuel Sales, Bait Shop, & Kayak/Boat Rental |
| FUTURE LAND USE | Recreation/Open Space (R/OS) |

<table>
<thead>
<tr>
<th>Direction</th>
<th>Existing Land Use</th>
<th>FLU</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>Pinellas County Drainage Easement</td>
<td>Recreation/Open Space (R/OS) Preservation (P)</td>
</tr>
<tr>
<td>South</td>
<td>Condominiums</td>
<td>Residential Low Medium (RLM)</td>
</tr>
<tr>
<td>(located in Unincorporated Pinellas County)</td>
<td></td>
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</tr>
<tr>
<td>East</td>
<td>PAR 3 Golf Course; Condominiums</td>
<td>Recreation/Open Space (R/OS) Residential Low Medium (RLM)</td>
</tr>
<tr>
<td>(located in Unincorporated Pinellas County)</td>
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<td></td>
</tr>
<tr>
<td>West</td>
<td>General Office Building</td>
<td>Preservation (P) Residential/Office General (R/OG)</td>
</tr>
</tbody>
</table>

**PRIOR CITY CASES RELEVANT TO SUBJECT PROPERTY:**

1) AA 14-35: Annexation agreement

**APPLICABLE CDC CHAPTERS/SECTIONS:**

1) Chapter 4: Hearing Procedures in General, Section 4.5: Level IV, Comprehensive Plan Future Land Use Map Amendment; and
2) Chapter 5: Land Use Classifications.
3) Chapter 17: Nonconforming Lots, Uses & Structures
REVIEW CRITERIA FOR FUTURE LAND USE MAP AMENDMENT:

In reviewing the applicant’s FLUMA request for the subject property, staff considered the extent to which the request complies with Section 163.3187 of the Florida Statutes 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.

I. Consistency with Comprehensive Plan: Forwarding Our Future 2040:

1. The subject property is currently classified by the Largo Comprehensive Plan: Forwarding Our Future 2040 Future Land Use Map as Recreation/Open Space (R/OS). Future Land Use Element (FLUE), Policy 1.1.1 of the Comprehensive Plan, requires that the City maintain consistency of the Future Land Use Map (Map 1) and the Countywide Plan Map Categories, where Map 1 provides the City of Largo’s adopted Land Use Classifications as identified in Table FLUE-1. The City’s request to change the classified use of the subject property from R/OS to Commercial Recreation (CR) is not only consistent, but is the equivalent corresponding Countywide Plan Map Category, “Resort (R)”.

2. Table FLUE-1 describes CR as, “the classification generally appropriate to locations adjacent to activity centers or areas designated for commercial use; in water-dependent locations for marina and boat service use; and with good access to major transportation facilities so as to serve the commercial recreation and major sports facility needs of the resident and tourist population.” Changing the classified use of the subject property from R/OS to CR is consistent with Table FLUE-1. Adjacent to the Largo inlet, located within one (1) mile of a major activity center, within ¼ mile of the centerline of US Highway 19 N (primary corridor), and currently being uses as a commercial use for marina and boat service, the CR land use classification meets the consistency/locational criteria.

3. The City’s request to change the classified use of the subject property from R/OS to CR is also consistent with the following objectives and policies of the Comprehensive Plan: Forwarding Our Future 2040:

   1. FLUE, 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.
   2. FLUE, 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.
   3. FLUE, Policy 1.3.2: Plan, design, and create complete and well-structured neighborhoods whose physical layout and land use mix promote walking, bicycling, and public transportation use as a means of accessing services, food, retail, employment, education, childcare, recreation, and other destinations.
   4. FLUE, Objective 1.3: Create a planning framework and implementation strategy that will enhance the livability and accessibility of Largo; promote public health and place-making principles; strengthen community identity, improve economic sustainability and enhance the aesthetics of the City.
   5. FLUE, 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.
   6. TR Objective 1.5: Encourage (re)development that supports the expansion of an accessible, connected, convenient, equitable, and sustainable citywide multimodal transportation system.
   7. Placemaking Element (PLACE) Policy 1.1.3: Acquire, maintain and expand shoreline access in publicly-owned parks and recreation facilities along Tampa Bay and the Intracoastal Waterway.
   8. PLACE 1.1.6: Continue to identify and acquire land and/or develop public/private partnerships for
property east of U.S. Highway 19 and along Tampa Bay for future development of a new park or facility for active recreational opportunities.

II. Consistency with Ch. 163, Part II, Florida Statues:

1. The applicant’s request does not involve a text change to the goals, objectives and policies of the City’s Comprehensive Plan, but only proposes a land use change to the City’s Future Land Use Map for a specific property that comprises less than 10 acres. Furthermore, the subject real property is not located within an area of critical state concern and will not be developed to include affordable housing units as defined in the state statutes. Lastly, the City has not, in this calendar year, exceeded the 120-acre threshold established in the statutes. As such, the City’s requested land use map amendment meets the statutory criteria of a small scale development amendment.

III. Consistency with the Countywide Rules:

1. Section 2.3.3.6 Category/Symbol, Resort (R) - Locational Characteristics of the Countywide Rules, describes and characterizes R as, “the category generally appropriate to locations characterized by, and appropriate for, a highly intensive mix of residential and temporary lodging uses; in locations where unique recreational assets warrant the combination of permanent and temporary accommodations in proximity to and served by the arterial and highway network, as well as Multimodal Corridors depicted on the Transit-Oriented Land Use Vision Map.” The City’s request to change the eastern portion category use of the subject property from R/OS to R is consistent with Section 2.3.3.6. Adjacent to the R category use, apartments/condominiums identified as the Cove Cay Village, the Cove Cay Golf Club and Country Club, and east of a more intensive non-residential use; the subject property is located in a unique area that grants recreational, water-dependent uses as an asset to the surrounding uses. In addition, the subject parcel is located within one (1) mile of a major activity center and within ¼ mile of the center line of US Highway 19 N, which is depicted as a Primary Corridor on the Transit-Oriented Land Use Vision Map (attached).

2. Section 2.3.3.6 Category/Symbol – Resort (R) – Permitted Uses Not Subject to Acreage Thresholds – Residential; Residential Equivalent; Temporary Lodging; Recreational Vehicle Parks; Office; Personal Service/Office Support; Retail Commercial; Convention Center; Commercial/Business Service; Commercial Recreation; Recreation/Open Space; Community Garden.

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. All proposed development will be reviewed and approved by staff during the site plan review process.

Section 4.5.3 B Compatibility Review of the CDC:

I. Impacts on Public Facilities and Services

1. Transportation: According to the 2017 Annual Level of Service (LOS) Report, US Highway 19 N (East Bay Drive to Gulf-to-Bay Boulevard) is operating at LOS D. The CR land use classification reflects the existing nonconforming uses and is not expected to significantly impact the LOS. It shall be noted, that the most common route would be taking US 19 Frontage Road; and at this time, Forward Pinellas has not identified the LOS.

2. Sanitary Sewer: There are two (2) wastewater pump station to the east of the subject property. The proposed land use designation will not result in a significant increase in the amount of wastewater generated. However, all proposed development will be reviewed and approved by staff during the site plan review process.

As contained in the 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.

3. Potable Water: The subject property will tie into the existing Pinellas County Utilities potable water
network. Potable water demand is not expected to significantly increase with the change of use.

As contained in the 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.

4. **Drainage:** Upon submittal of a future project application, the applicant will have to comply with the standards of the Largo Comprehensive Development Code, Southwest Florida Water Management District regulations, and Florida Department of Transportation regulations. The City provides stormwater drainage facilities and services throughout the City’s planning service area in order that the health, safety and welfare of the inhabitants of the City may be protected.

The existing or future drainage conveyance systems on private properties are maintained by the property owners. 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, in accordance with the rules and regulations of the City and Southwest Florida Water Management District, and Florida Department of Transportation regulations.

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 that 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 that 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.

5. **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. No significant increase in solid waste is expected as a result of the future land use map amendment.

As contained in the 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.

6. **Fire Protection, Rescue and Emergency Medical Services:** The property, excluding portions of the water-bodys 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 amendment. Service is provided by Fire Station #40, located approximately 2 miles from the property. Fire, rescue and emergency response services in Pinellas County are provided by first responder agreements.

7. **Financing Municipal Services:** The major revenues that are collected from properties within the City limits (including the 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.

8. **Other:** Should the property receive approval for the FLUM change and the property be developed all appropriate current and future City services not listed above are or will be available to the property 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 property is located.

The current future land use classification for the 4.63 acres MOL subject property is R/OS. If approved through this FLUMA process, the proposed CR classification would allow the continuation and development appropriate to provide outdoor recreational uses. To furthermore ensure that the compatibility criteria established in this CDC is met, any development proposed now or for the future, will be reviewed and approved by staff during the site plan review process.

II. **Demonstration of Need**

1. The subject property is currently being used as “Marina, Boat Storage, Fuel Sales, Bait Shop, and/or Kayak/Boat Rental”. Currently classified as R/OS, said uses are not allowed. The proposed CR future land use will recognize the existing uses as allowed uses in conformance to Section 5.2.4: Description and Locational Characteristics of Individual Land Use Classifications and Table 6-1: Allowable Uses within Land Use Classifications of the CDC. CR will allow for future potential (re)development of the appropriate uses consistent with the development standards for the subject property.

III. **Parcels Ability to Develop in Compliance of CDC Standards**

1. Upon submission of any future potential (re) development, staff will review future site plans to ensure that the CDC requirements are met.

There is no evidence that the parcels cannot be developed in full compliance with the CDC under the proposed Future Land Use Map designation.

IV. **Special Flood and Coastal High Hazard Area/Hurricane Evacuation**

1. Currently the proposed amendment does not create any significant negative impacts. However, high density and intensity development shall be prohibited within Special Flood Hazard Areas;
2. The subject property is located within Zone AE of the Special Flood Hazard Area;
3. The subject property is located within the Coastal High Hazard Area; and
4. The subject property is in Evacuation Zone A.

V. **Scenic/Noncommercial Corridors**

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

**PUBLIC NOTIFICATION REQUIREMENTS:**

| MAILED WRITTEN NOTIFICATION: | November 6, 2018 |
| PUBLISHED NEWSPAPER NOTIFICATION: | November 20, 2018 |
| POSTED PROPERTY NOTICE: | November 29, 2018 |

**STAFF RECOMMENDATION:**

Staff recommends approval of the proposed Level IV, Comprehensive Plan Future Land Use Map Amendment (FLUMA) for a portion of the property located at 1300 Cove Cay Drive, Lots 21 and 22, totaling 4.63 acres mol from Recreation/Open Space (R/OS) to Commercial Recreation (CR). Staff finds the project meets the requirements of Section
4.5 of the CDC and is consistent with the goals, objectives and policies of the adopted City of Largo Comprehensive Plan: Forwarding Our Future 2040, Pinellas Countywide Plan Rules and Chapter 163, Florida Statutes.

**SUGGESTED MOTIONS FOR THE PLANNING BOARD:**

I MOVE TO APPROVE FLUM18-003- 1300 COVE CAY DRIVE FUTURE LAND USE MAP AMENDMENT, FINDING THAT THE PROPOSED FUTURE LAND USE MAP AMENDMENT MEETS THE REQUIREMENTS OF CDC SUBSECTION 4.5.3 FOR FUTURE LAND USE MAP AMENDMENTS SUBJECT TO ALL STAFF RECOMMENDATIONS.

I MOVE TO APPROVE WITH CONDITIONS FLUM18-003- 1300 COVE CAY DRIVE FUTURE LAND USE MAP AMENDMENT, FINDING THAT THE PROPOSED FUTURE LAND USE MAP AMENDMENT MEETS THE REQUIREMENTS OF CDC SUBSECTION 4.5.3 FOR FUTURE LAND USE MAP AMENDMENTS SUBJECT TO THE FOLLOWING ADDITIONAL CONDITIONS: <LIST CONDITIONS FOR APPROVAL>.

I MOVE TO DENY FLUM18-003- 1300 COVE CAY DRIVE FUTURE LAND USE MAP AMENDMENT, FINDING THAT THE PROPOSED FUTURE LAND USE MAP AMENDMENT DOES NOT MEET THE REQUIREMENTS OF CDC SUBSECTION 4.5.3 FOR FUTURE LAND USE MAP AMENDMENTS.

**PLANNING BOARD ACTION:**

PUBLIC HEARING DATE: December 6, 2018

RECOMMENDATION:  

____ Approval  

____ Approval with conditions  

____ Denial

(Vote _________)

(Vote _________)

(Vote _________)

__________________________
Cheyrl Bowman, Chairperson

REPORT PREPARED BY:  

Katrina Lunan-Gordon

__________________________
Planner II

APPROVED BY:  

Richard Perez, AICP  
Planning Manager

DATE: November 16, 2018

Attachments:  

Exhibit “A” - Location Map  
Exhibit “B” - Existing Future Land Use Map  
Exhibit “C” - Proposed Future Land Use Map  
Exhibit “D” - Aerial Map  
Exhibit “E” - Countywide Plan Map  
Transit-Oriented Vision Map  
Map 19: Special Flood and Coastal High Hazard Areas  
Annexation Agreement: AA 14-35
Subject Property

City of Largo

EXHIBIT "A"

Case #: FLUM18-003
Subject: R.3 Holdings LLC Future Land Use Map Amendment
Location: 1300 Cove Cay Drive

Scale: 1"=400'

Date: 10/30/18
By: D.B.

THIS MAP WAS PREPARED BY
THE CITY OF LARGO COMMUNITY DEVELOPMENT DEPARTMENT
Case #: FLUM18-003
Subject: R3 Holdings LLC Future Land Use
Location: 1300 Cove Cay Drive
Map Amendment
29/29/16/70308/200/2101

Subject Properties

EXHIBIT "D"
AERIAL

MAP LOCATION
Scale: 1"=210'

Date 11/08/18
By DB

THIS MAP WAS PREPARED BY THE CITY OF LARGO
COMMUNITY DEVELOPMENT DEPARTMENT
Special Flood and Coastal High Hazard Areas

Elements

- A Zone
- AE Zone
- VE Zone
- X Zone (Shaded)

Special Flood Hazard Area/SFHA
(1% Annual Chance or 100 Year)

Minimal Flood Hazard Area
(Areas outside the SFHA and higher than the elevation of the 0.2% Annual Chance)

Moderate Flood Hazard Area
(0.2% Annual Chance or 500 Year Flood)

Coastal High Hazard Area/CHHA

NHC Storm Surge Model
The CHHA is the area below the elevation of the category 1 storm surge line as established by a computerized storm surge model [Florida Statute Section 163.3178 (2)(h)].

Map Legend

Source: National Hurricane Center (NHC 2016); Federal Emergency Management Agency (FEMA 2016); City of Largo (2016)

Publication Date: 10/24/2017
AA 14 - 35

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (AGREEMENT) is made and entered into this 15th day of October, 20 14, between the CITY OF LARGO, FLORIDA, a municipal corporation of the State of Florida, 201 Highland Avenue, Largo, Florida, (CITY) and R 3 HOLDINGS LLC, whose mailing address is 1000 Cove Cay Drive 3C, Clearwater, Florida 33760, (OWNER), together referred to as the (PARTIES).

RECITALS

WHEREAS, the OWNER fully warrants that the OWNER holds fee simple title to the real property located in an unincorporated area of Pinellas County, Florida, and being more particularly described on Exhibit "A" (PROPERTY) which is attached hereto and made a part hereof; and

WHEREAS, the OWNER desires to obtain from the CITY certain obligations, promises, benefits and rights under this AGREEMENT, which would not be available unless the PROPERTY is annexed into the municipal boundaries of the CITY, that will be extremely beneficial to the OWNER in the event the OWNER improves the PROPERTY; and

WHEREAS, the CITY desires to facilitate economic development initiatives and/or programs in the general area where the annexation of the PROPERTY will occur to improve the economic welfare of residential and corporate citizens, including the OWNERS, located within the CITY and surrounding region; and

WHEREAS, the CITY's obligations and commitments as set forth in the AGREEMENT are in the public interest of the CITY and serve as a paramount public purpose; and

WHEREAS, the PARTIES recognize the proposed development can act as a catalyst for future economic development and prosperity for the general area surrounding the PROPERTY; and

WHEREAS, the OWNER is desirous that the PROPERTY be annexed into the municipal boundaries of the CITY, and the CITY wishes to annex the PROPERTY; and

WHEREAS, the OWNER is willing to execute a document pursuant to Ch. 171, Fla. Stat., (PETITION) to facilitate the voluntary annexation of said PROPERTY in satisfaction of Ch. 171, Fla. Stat.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable considerations, receipt of which is hereby acknowledged, the PARTIES agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein and made a part hereof.

2. The OWNER hereby warrants, covenants, and agrees as follows:

   A. OWNER possesses fee simple title to the PROPERTY and, as such, has the full right and lawful authority to enter into this AGREEMENT.
B. If the OWNER fails to timely execute and deliver the PETITION for voluntary annexation, the CITY may initiate annexation proceedings on behalf of and as agent for the OWNER. The PARTIES understand that action pursuant to this subparagraph constitutes a voluntary annexation of the PROPERTY. The PARTIES further agree that the OWNER does hereby make, constitute, and appoint the CITY and its appropriate officials or employees as agent for the OWNER for the purpose of filing the PETITION for voluntary annexation pursuant to this paragraph. The CITY shall give the OWNER not less than thirty (30) days to file the PETITION for voluntary annexation and shall, upon the OWNER'S failure to file said PETITION with the CITY within the allotted time period, file such PETITION as agent for the OWNER.

C. OWNER agrees not to request annexation of nor grant the right to annex the PROPERTY into any municipal corporation other than the CITY.

3. The CITY hereby covenants and agrees as follows:

A. Upon the effective date of the annexation of the PROPERTY, the CITY agrees, to the extent permitted by law, to pay on behalf of the OWNER, building and engineering permit fees, site plan review fees and certificate of occupancy fees assessed by the CITY for development of the PROPERTY that occurs after annexation.

B. In the event it is found, through an environmental assessment, that the PROPERTY requires site rehabilitation and cleanup, due to environmental contamination as defined by the Florida Department of Environmental Protection, the CITY agrees to reimburse the cost incurred by the OWNER to rehabilitate, clean up and restore the PROPERTY in order to allow for successful redevelopment. OWNER understands the CITY will only reimburse for environmental rehabilitation activities on the PROPERTY that are under the direct supervision of professional engineers or professional geologists who are licensed in accordance with the requirements of Florida Statutes. The PARTIES agree that the provisions of this subparagraph, if utilized, will reduce public health and environmental hazards on an existing industrial site and eliminates cross contamination of abutting sites located within the general vicinity of the PROPERTY, and thereby constitutes a public purpose.

C. The CITY agrees to reimburse the OWNER for drainage improvements on the PROPERTY which serves the public purpose of reducing and/or eliminating the potential for stormwater to accumulate and stagnate on the PROPERTY which may cause insect infestation and potential public health problems. Drainage improvements include, but not limited to, the removal of underbrush, debris and for fill dirt to reduce and/or eliminate the potential for stormwater to accumulate on the PROPERTY.

D. The total amount to be reimbursed to the OWNER, or paid on behalf of the OWNER, under paragraphs 3A, 3B, and 3C above shall not exceed the total of five thousand dollars ($5,000). Reimbursement by the CITY of the aforementioned $5,000 shall be only for those costs OWNER itself incurs within five (5) years of the effective date of the annexation of the PROPERTY. Any costs incurred by the OWNER after said five (5) years or over $5,000 shall be the OWNER'S sole responsibility.

E. For costs to be reimbursed by the CITY to the OWNER, or paid on behalf of OWNER, the OWNER shall submit reimbursement requests (RR) to the CITY not more frequently than monthly. RR will detail the total reimbursement and/or payment costs to date, previous reimbursements and appropriate cost support documentation for the RR, as acceptable to the CITY. The CITY will pay each RR within thirty (30) days of receipt, in accordance with the Florida Prompt Payment Act.
F. OWNER and OWNER’S employees or tenants residing on the PROPERTY will be given the in-City rate for participation in any of the CITY recreational programs.

G. The CITY agrees to expedite, to the extent applicable, the Development Review process for any application for a Development Order for the PROPERTY. This provision shall be applicable for a period of five (5) years from the effective date of the ordinance annexing the PROPERTY.

H. The in-CITY sanitary sewer connection charges shall be applied to the PROPERTY in accordance with Section 23-85 of the CITY’s Code of Ordinances, as may be amended from time to time. The CITY agrees to waive the non-reimbursable portion of the Capacity to Serve Determination fee for the sewer connection. The OWNER is responsible for the refundable portion of the City’s Capacity to Serve Determination fee.

I. When the PROPERTY is connected to the CITY’s sanitary sewer system, the in-CITY monthly sanitary sewer rates shall be applied to the PROPERTY in accordance with Section 23-84(c) of the CITY’s Code of Ordinances, as may be amended from time to time.

J. The CITY represents that, pursuant to the Pinellas County Rules Concerning the Administration of the Countywide Future Land Use Plan (Countywide Rules), it is the CITY’s intent to designate the PROPERTY upon annexation with the land use designation presently adopted by Pinellas County, Commercial Recreation, Recreation Open Space, and Water, as depicted on the Pinellas County, Countywide Future Land Use Plan Map. The parties recognize that this AGREEMENT does not bind the City Commission and cannot prohibit the City Commission from adopting another land use designation for the PROPERTY after annexation or at some time in the future.

K. In the event the OWNER transfers ownership of the PROPERTY, the PARTIES agree the new owner (“transferee”) of the PROPERTY shall be bound by all of the OWNER’s obligations, promises, benefits and rights under this AGREEMENT.

L. The CITY agrees to honor existing private solid waste collection contracts for existing development on the PROPERTY which annexes into the CITY for the remainder of the contract term or for five (5) years from the date of annexation, whichever is shorter, provided that said contract was in effect for at least six (6) months prior to the date of first reading of the annexation ordinance in accordance with section 171.062(5), Florida Statutes and section 7-43(c) of the CITY Code of Ordinances, and provided that the solid waste contractor complies with the requirements of Section 171.062(4)(a), Florida Statutes. Upon expiration or termination of said solid waste collection contract, the CITY will provide solid waste collection service to the PROPERTY pursuant to the provisions of the CITY codes, ordinances, and the operating practices of the Solid Waste Collection Division.

4. If any one or more sections, clauses, sentences or part of this AGREEMENT shall for any reason be challenged in any Court, and shall be adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions thereof, but shall be confirmed in its operation to the specific provisions so held unconstitutional or invalid and the inapplicability or invalidity of any section, clause or provisions of this AGREEMENT in any one or more instances shall not affect or prejudice in any way its applicability or validity in any other instances. If the provisions of paragraph 2C or D are adjudged unconstitutional or invalid this AGREEMENT shall terminate and OWNER shall be obligated to reimburse the CITY all amounts paid by the CITY under this AGREEMENT and the charges, fees and differences in rates set forth in this AGREEMENT with interest.
5. The PARTIES agree that mandamus, specific performance, or injunctive relief (either prohibitory or mandatory, both temporary or permanent) are the appropriate remedies in the event of breach, whether actual or anticipatory, of this AGREEMENT. In the event of any litigation arising out of this AGREEMENT, the prevailing party shall be entitled to recover its costs, including reasonable attorney’s fees.

6. This AGREEMENT shall be binding upon, and inure to the benefit of, the PARTIES and their respective heirs, successors, or assigns, and shall run with the land. This AGREEMENT will be recorded in the Public Records of Pinellas County, Florida.

7. Nothing in this agreement shall be construed as requiring the CITY, at its sole expense, to construct or install any sanitary sewer lines or other improvements of any kind upon the PROPERTY.

8. Prior to the effective date of the annexation of the PROPERTY, the CITY reserves the right to periodically review this AGREEMENT and cancel same at its sole discretion. Provided, however, prior to such cancellation, the CITY will notify the property owner of record of the cancellation. The notification of cancellation of this AGREEMENT shall be deemed completed upon mailing the notice of cancellation, and all terms, conditions and provisions of the AGREEMENT shall be null and void.

9. 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.

10. This AGREEMENT embodies all agreements and representations of the PARTIES. There are no promises, terms, conditions, or allegations other than those contained herein; and this AGREEMENT supersedes all previous communications, representations, and agreements, whether written or verbal, between the PARTIES. This AGREEMENT may be modified only in writing and executed by all PARTIES.

(followed by signature page; rest of page intentionally blank)
IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

SIGNATURE BLOCK: CORPORATE / PARTNERSHIP/ TRUST/ OTHER ENTITY

By executing this AGREEMENT, Corporate / Partnership / Trust / Other Entity representative acknowledges that the undersigned has the lawful authority granted by said entity to execute this AGREEMENT on behalf of the entity, and has been granted the right to bind the owner to the covenants and agreements herein above stated.

ENTITY NAME: R 3 HOLDINGS LLC

By (Signature): ____________________________

Print Name: Richard H. Perry

As (Title): Manager

By (Signature): ____________________________

Print Name: Kathy Ingargiola

WITNESS

OWNER NOTARIZATION: CORPORATE/PARTNERSHIP/TRUST/OTHER ENTITY

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 25 day of July, 2014, by Richard H. Perry, as Manager of R 3 HOLDINGS LLC and he/she acknowledged before me that he is authorized to execute this AGREEMENT on behalf of said entity and [ ] is personally known to me or [ ] has produced identification.

Type of identification produced: _____________________________________________________________

My commission expires: (Notary Seal)

Laurie J. Smelser
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF070185
Expires 12/3/2017

Laurie J. Smelser
Notary Public Signature

Notary Public Print Name
STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 18 day of August, 2014, by NORTON CRAIG, 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)

Stephanie V. Waters
Notary Public Signature

Stephanie V. Waters
Notary Public Print Name
EXHIBIT "A"

PROPERTY

Parcel Identification Number:

29/29/16/70308/200/2101

Legal Description:

Pinellas Groves, a portion of the Northwest 1/4 of Section 29, Township 29 South, Range 16 East, Pinellas County, Florida and lying within a portion of property conveyed in Official Records Book 4633, Page 694 of the Public Records of Pinellas County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of said Section 29, thence South 88°47'44" East, along the South line of said Northwest 1/4, a distance of 115.00 feet to the East right of way line of State Road 55 (U.S. Highway 19); thence North 00°51'16" East, along said East right of way line, 500.00 feet; thence South 88°47'44" East, along the boundary of said property conveyed in Official Records Book 4633, Page 694 of the Public Records of Pinellas County, Florida, 545.88 feet to the Southwest corner of Cove Cay Village III, as recorded in Condominium Book 104, Page 44 of the Public Records of Pinellas County, Florida; thence North 00°16'29" East, along the West line of said Cove Cay Village III, 450.86 feet to the Northwest corner of said Cove Cay Village III and the Point of Beginning; thence continue North 00°16'29" East, along said boundary of property, 367.76 feet; thence South 89°03'26" East, along said boundary of property, 652.59 feet; thence South 00°18'07" East, 310.49 feet to a point on the North line of said Cove Cay Village III; thence along said North line of the following four (4) courses: 1) North 81°33'01" West, 309.39 feet; 2) South 88°25'50" West, 73.03 feet; 3) South 30°01'06" West, 103.94 feet; 4) North 90°00'00" West, 224.87 feet to the said Point of Beginning, less East 15 foot right of way as dedicated on the plat of Pinellas Groves, Inc., according to the plat thereof recorded in Plat Book 1, Page 55, public records of Pinellas County, Florida.

Address of which is commonly known as:

2612 Cove Cay Drive
PETITION FOR ANNEXATION TO THE CITY OF LARGO, FLORIDA

The undersigned, being the sole owner(s) of the following described real property located within Pinellas County, Florida, hereby consent and agree to annexation of such property by the City of Largo, and further request the City of Largo to forthwith undertake annexation proceedings to annex the following described real property:

LEGAL DESCRIPTION: SEE ATTACHED EXHIBIT “A”
PARCEL IDENTIFICATION NUMBER: 05/30/16/70920/300/0301

SIGNATURE BLOCK: CORPORATE / PARTNERSHIP / TRUST / OTHER ENTITY

By executing this PETITION, Corporate / Partnership / Trust / Other Entity representative acknowledges that the undersigned has the lawful authority granted by said entity to execute this PETITION on behalf of the entity, and has been granted the right to bind the owner to the annexation of the real property herein above stated.

ENTITY NAME: R 3 HOLDINGS LLC

By (Signature):  

Print Name: Richard H. Perry  
As (Title): Manager

By (Signature): 

Print Name: 

WITNESS

Kathy Ingargiola

OWNER NOTARIZATION: CORPORATE / PARTNERSHIP / OTHER ENTITY

STATE OF Florida  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 25 day of July, 2014, by Richard H. Perry as Manager of R 3 HOLDINGS LLC and he acknowledged before me that he is authorized to execute this PETITION on behalf of said entity and [ ] is personally known to me or [ ] has produced identification.

Type of identification produced: ____________________________

My commission expires:
(Notary Seal)  

Laurie J. Smelser  
Notary Public  
STATE OF FLORIDA  
Commis# FF07018  
Expires 12/3/2017

Notary Public Print Name

Petition For Annexation to the City of Largo, Florida - Page 1