



City of Tarpon Springs, Florida

Planning and Zoning Board
324 East Pine Street
Tarpon Spring, Florida 34689
(727) 938-3711

<http://www.ctsfl.us/agenda.htm>

PLANNING AND ZONING BOARD AGENDA MONDAY, NOVEMBER 18, 2024 6:30 PM - CITY HALL AUDITORIUM

1. PLEDGE OF ALLEGIANCE
2. REFLECTION
3. CALL TO ORDER / ROLL CALL
4. QUASI-JUDICIAL ANNOUNCEMENT AND SWEARING IN OF SPEAKERS
5. ORDINANCES AND RESOLUTIONS
 - a. **ORDINANCE 2024-01:** Land Development Code Amendment: Amending Article VII, Heritage Preservation, and, Providing for Creation of Neighborhood Conservation Overlay Districts (Application 22-112); Legislative. **DEFERRED TO A DATE CERTAIN OF DECEMBER 16, 2024.**
 - b. **RESOLUTION 2024-42:** Development Agreement between the City of Tarpon Springs and Moses Tucker Partners for the development of property located at 44098 US Highway 19 N. (Application #24-45); Legislative.
6. BOARD AND STAFF COMMENTS
7. ADJOURNMENT



CITY OF TARPON SPRINGS
PLANNING & ZONING BOARD / BOARD OF COMMISSIONERS
[NOVEMBER 18, 2024 / DECEMBER 3, 2024]

STAFF REPORT

Application No. / Project Title: #24-45 (Moses Tucker Partners Development Agreement)
Staff: Allie Keen, AICP, Principal Planner
Applicant / Owner: Moses Tucker Partners / Frederick & Jane McClimans
Property Size: +/- 6.71 Acres
Current Zoning: HB (Highway Business)
Current Land Use: R&SL (Retail & Services Limited)
Location: 44098 US Highway 19 N.
Parcel IDs: 06-27-16-00000-210-0200 & 06-27-16-00000-210-0100
Proposed Resolution: #2024-42

BACKGROUND SUMMARY:

Moses Tucker Partners has submitted a development agreement proposal and application to develop the subject property with a mini-warehouse/outdoor RV/boat storage facility and two commercial retail outparcels.

In July 2023, the applicant previously requested approval of a future land use map amendment (App. #22-141) for the proposed development. The request was to amend the land use from ROR (Residential/Office/Retail) to CG (Commercial General). The primary purpose of the amendment was to allow a project that was not mixed use (which was required in the ROR category) and to be more consistent with the existing HB (Highway Business) zoning on the property. This application was ultimately denied by the Board of Commissioners for two main reasons (1) there was no guarantee that a future site plan would be substantially in compliance with the proposed concept plan and (2) the terms negotiated and agreed upon between the applicant and adjoining Brittany Park HOA were not enforceable by the City.

With an effort to address the Board's previous concerns, the applicant submitted the current development agreement application. The proposed agreement is for a duration of 5 years.

DEVELOPMENT AGREEMENT OVERVIEW:

To accomplish the proposed development, the following subsequent applications will be necessary:

1. **Conditional Use** – The current HB (Highway Business) zoning would not change. Mini-warehouse/outdoor RV/boat storage facilities require conditional use approval in the HB zoning district.
2. **Site Plan** – At the time the applicant requests the conditional use, they will also need to submit for site plan approval. The site plan will need to be consistent with the concept plan provided with the development agreement (*Exhibit A of Resolution 2024-42*).
3. Prior to the adoption of the 2045 Comprehensive Plan, the proposed development would have required a future land use map amendment. However, the new land use designation of R&SL (Retail & Services Limited) no longer requires a mixed-use project and allows up to a 0.30 floor area ratio (FAR),



which is consistent with the proposed development. Therefore, a future land use map amendment is no longer necessary for the main property. The wetlands must still be designated for Preservation.

The proposed terms of the Development Agreement are as follows:

1. To designate the 0.2 acres of wetlands on the site and change the future land use of the wetland area to P (Preservation).
2. To limit the floor area ratio (FAR) for the subject property to 0.30.
3. To install an 8-foot-tall wall and 8-foot fence along the south property line to provide additional buffering for the adjacent property owners (*as shown in the concept plan – Exhibit A of Resolution 2024-42*).
4. To increase the side setback to 25 feet for the building footprint of the building pad for the outparcel adjacent to the southern property owners (*see ‘Parcel A’ on the concept plan*).
5. To limit the height of the building pad for the outparcel immediately adjacent to the southern property owners to a single story 22-foot building (*see ‘Parcel A’ on the concept plan*).
6. To limit the use of the building pad immediately to the southern property owners to not allow the following uses: fast food restaurants, adult entertainment/sales, car wash facilities, gas/service stations, car dealerships, or tire/automotive repair stores (*see ‘Parcel A’ on the concept plan*).
7. To limit the hours of operation open to the public of the building pad immediately adjacent to the southern property owners from 6:00 a.m. to 10:00 p.m. (*see ‘Parcel A’ on the concept plan*).
8. To develop the subject property in accordance with the provided concept plan (*Exhibit A of Resolution 2024-42*).
9. A restrictive covenant to the benefit of the City (or similar mechanism as recommended by the City Attorney) including all terms of the agreement shall be required in perpetuity and may only be further modified by the Board of Commissioners (*Exhibit C of Resolution 2024-42*).

PRELIMINARY STAFF RECOMMENDATION:

Staff recommends **approval** of Resolution 2024-42, a development agreement between the City of Tarpon Springs and Moses Tucker Partners for the development of the property located at 44098 US Highway 19 N.

CURRENT PROPERTY INFORMATION:

Use of Property:	Vacant/Undeveloped – Formerly used as a commercial golf driving range
Site Features:	Existing curb cut on US Highway 19 N, a few trees, and a 100-foot wide Duke Energy Easement
Vehicle Access:	This property gains access from US Highway 19 N.

SURROUNDING ZONING & LAND USE:

	Zoning:	Land Use:
North:	Pasco County – C3 (General Commercial)	Pasco County – IL (Industrial Light)
South:	CPD (Commercial Planned Development) – <i>Brittany Park Residential Development</i> LC (Land Conservation)	R&SL (Retail & Services Limited)
East:	CPD (Commercial Planned Development) IPD (Industrial Planned Development)	R&SL (Retail & Services Limited) I (Industrial)
West:	LC (Land Conservation)	P (Preservation)



TECHNICAL REVIEW COMMITTEE:

The proposed development agreement was reviewed by the Technical Review Committee on July 11, 2024, and was found to be in compliance with the requirements of the Land Development Code. The application was then transmitted to the City Manager for negotiation. In August 2024, the Board of Commissioners approved the basic terms of the Development Agreement and directed the City Attorney to draft the final documents for approval.

PUBLIC CORRESPONDENCE:

Notice of intent to consider the development agreement was provided in accordance with Section 98.00(B) of the City of Tarpon Springs Land Development Code. Notice was advertised in the *Tampa Bay Times* and mailed to all property owners within 500 feet of the subject property. *Staff has not received any responses to these notices.*

ATTACHMENTS:

1. Staff Presentation
2. Draft Resolution #2024-42
 - a. Exhibit A – Concept Plan
 - b. Exhibit B – Development Agreement
 - c. Exhibit C – Restrictive Covenant
3. Survey
4. Application Materials

MOSES TUCKER PARTNERS #24-45

Planning & Zoning Board – November 18, 2024

Board of Commissioners – December 3, 2024





DEVELOPMENT AGREEMENT

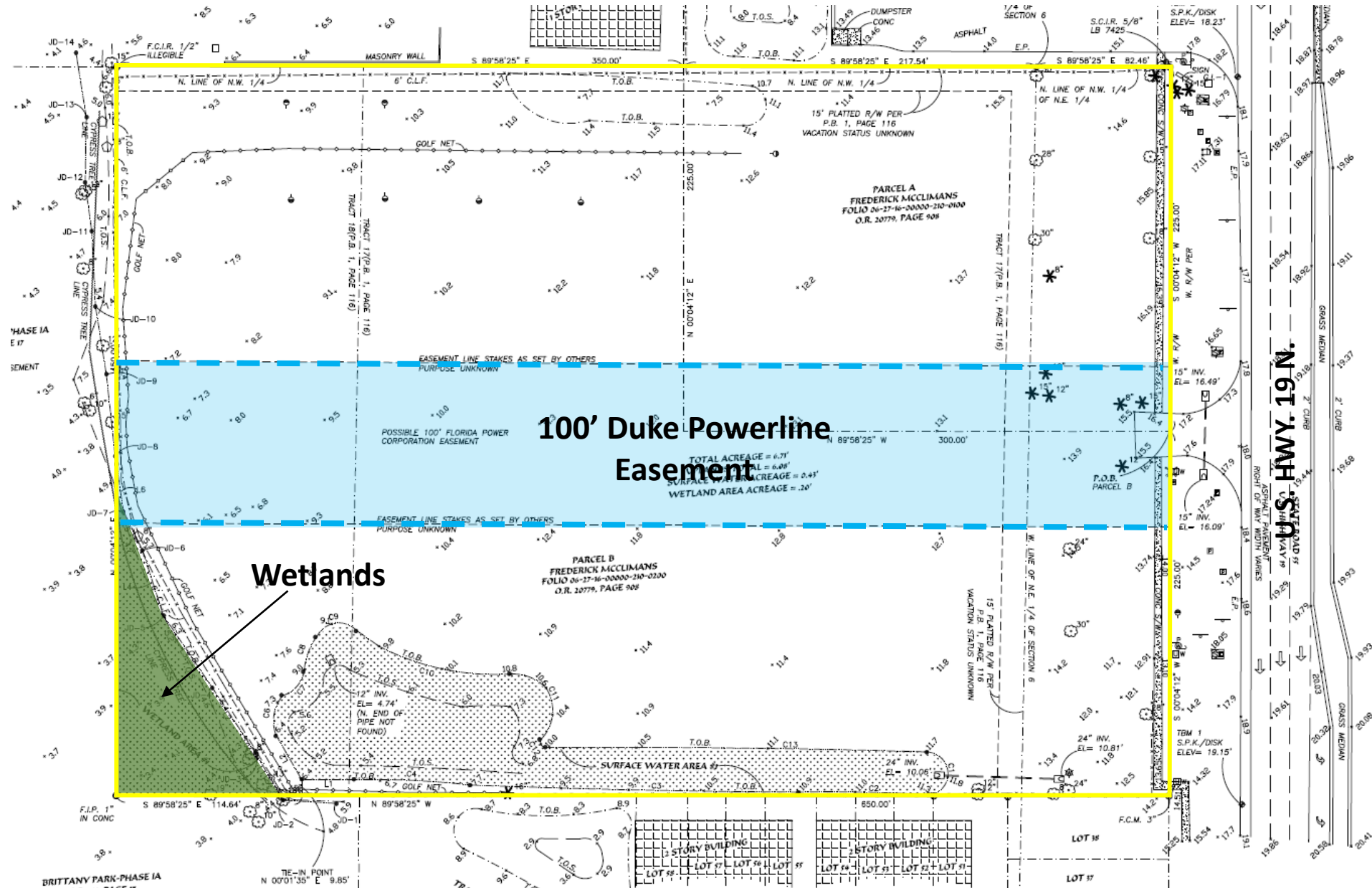
- **#24-45 – Development Agreement Proposal (Resolution #2024-42)**
- Commercial Development Consisting of a Mini-Warehouse/Outdoor RV/Boat Storage Facility and Two Commercial Retail Outparcels
 - Location: 44098 US Highway 19 N.
 - Land Use:
 - Current: R&SL (Retail & Services Limited)
 - Zoning:
 - Current: HB (Highway Business)
 - Property Features
 - 6.71 acres (Upland = 6.51 acres / Wetland = 0.2 acres)
 - Vacant, formerly operated as a commercial golf driving range
- **Applicant:** Moses Tucker Partners
- **Owner:** Frederick & Jane McClimins



LOCATION & CONTEXT



SURVEY





HISTORY

- **July 2023 – Land Use Amendment (App. #22-141)**
 - Request to amend FLU from ROR to CG to allow a project that was not mixed use and to be more consistent with the existing HB zoning on the property.
 - Denied by BOC
 - No guarantee that the future site plan would be consistent with concept plan.
 - The terms negotiated and agreed upon between the applicant and adjoining Brittany Park HOA were not enforceable by the City.
- **March 2024 – Request to Negotiate Development Agreement**
 - With an effort to address the Board’s previous concerns, the applicant submitted the current development agreement application.
 - BOC authorized the Request to Negotiate
- **August 20, 2024 – BOC Agreed to DA Terms**



PROPOSED TERMS OF AGREEMENT

1. To designate the 0.2 acres of wetlands on the site and change the future land use of the wetland area to P (Preservation).
2. To limit the floor area ratio (FAR) for the subject property to 0.30.
3. To install an 8-foot-tall wall and 8-foot fence along the south property line to provide additional buffering for the adjacent property owners (*as shown in the concept plan – Exhibit A*).
4. To increase the side setback to 25 feet for the building footprint of the building pad for the outparcel adjacent to the southern property owners (*see 'Parcel A' on the concept plan*).
5. To limit the height of the building pad for the outparcel immediately adjacent to the southern property owners to a single story 22-foot building (*see 'Parcel A' on the concept plan*).
6. To limit the use of the building pad immediately to the southern property owners to not allow the following uses: fast food restaurants, adult entertainment/sales, car wash facilities, gas/service stations, car dealerships, or tire/automotive repair stores (*see 'Parcel A' on the concept plan*).
7. To limit the hours of operation open to public of the building pad immediately adjacent to the southern property owners from 6:00 a.m. to 10:00 p.m. (*see 'Parcel A' on the concept plan*).
8. To develop the subject property in accordance with the provided concept plan (*Exhibit A*).
9. A restrictive covenant to the benefit of the City (or similar mechanism as recommended by the City Attorney) including all terms of the agreement shall be required in perpetuity and may only be further modified by the Board of Commissioners (*Exhibit C*).



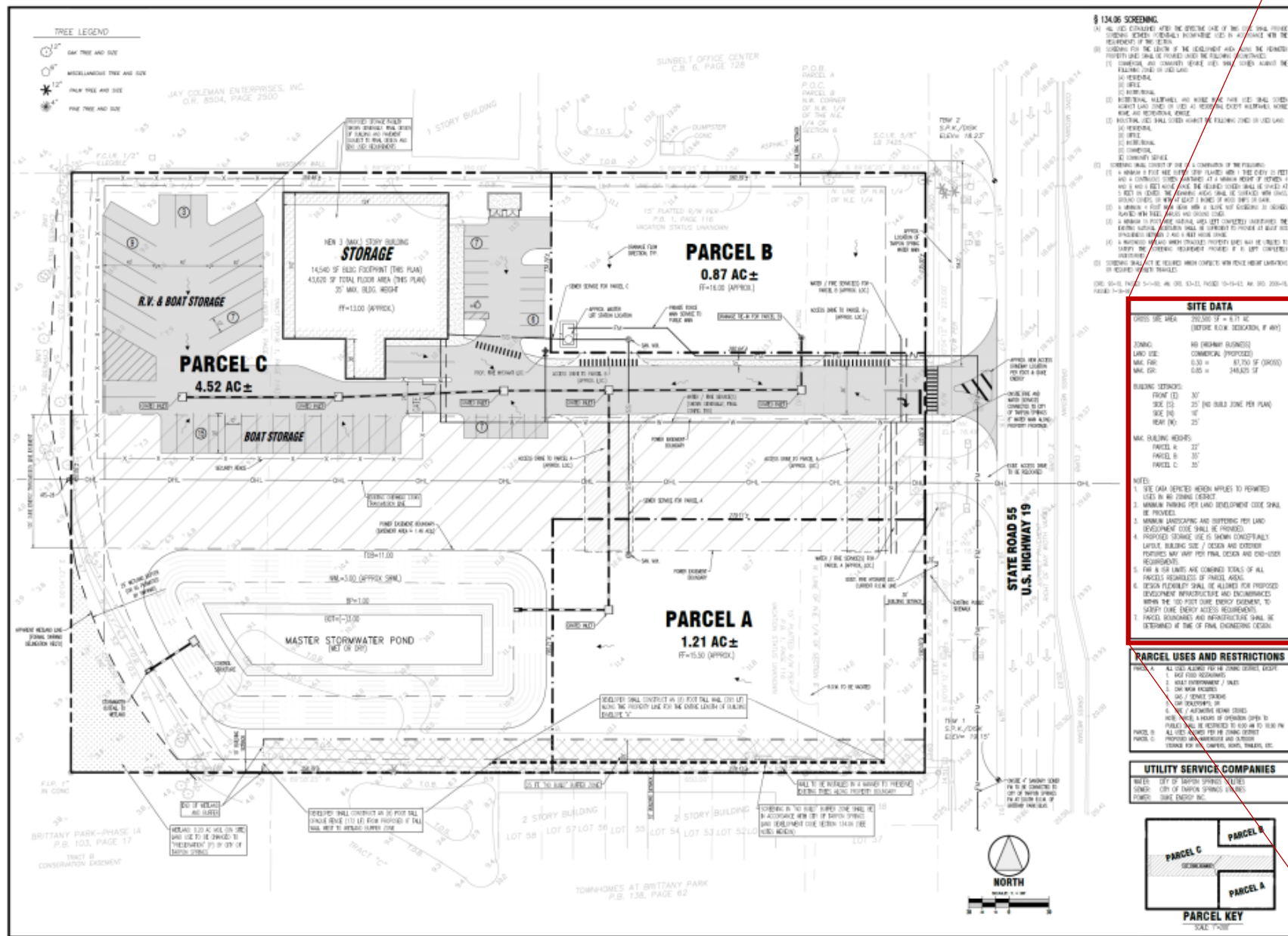
SUBSEQUENT APPLICATIONS

1. **Conditional Use** – To allow mini-warehouse/outdoor RV/Boat Storage use in the HB (Highway Business) zoning district.
2. **Site Plan** – Site plan approval will be required with the conditional use application. The site plan will need to be consistent with the concept plan provided with the development agreement.

*Prior to the adoption of the 2045 Comprehensive Plan, the proposed development would have required a future land use amendment. However, the new land use designation of R&SL no longer requires a mixed-use project and allows up to a 0.30 FAR, which is consistent with the proposal. Therefore, a land use amendment is no longer necessary.



CONCEPT PLAN – EXHIBIT A



SITE DATA

GROSS SITE AREA: 292,500 SF = 6.71 AC
(BEFORE R.O.W. DEDICATION, IF ANY)

ZONING: HB (HIGHWAY BUSINESS)
LAND USE: COMMERCIAL (PROPOSED)
MAX. FAR: 0.30 = 87,750 SF (GROSS)
MAX. ISR: 0.85 = 248,625 SF

BUILDING SETBACKS:
FRONT (E): 30'
SIDE (S): 25' (NO BUILD ZONE PER PLAN)
SIDE (N): 10'
REAR (W): 25'

MAX. BUILDING HEIGHTS:
PARCEL A: 22'
PARCEL B: 35'
PARCEL C: 35'

- NOTES:**
- SITE DATA DEPICTED HEREIN APPLIES TO PERMITTED USES IN HB ZONING DISTRICT.
 - MINIMUM PARKING PER LAND DEVELOPMENT CODE SHALL BE PROVIDED.
 - MINIMUM LANDSCAPING AND BUFFERING PER LAND DEVELOPMENT CODE SHALL BE PROVIDED.
 - PROPOSED STORAGE USE IS SHOWN CONCEPTUALLY. LAYOUT, BUILDING SIZE / DESIGN AND EXTERIOR FEATURES MAY VARY PER FINAL DESIGN AND END-USER REQUIREMENTS.
 - FAR & ISR LIMITS ARE COMBINED TOTALS OF ALL PARCELS REGARDLESS OF PARCEL AREAS.
 - DESIGN FLEXIBILITY SHALL BE ALLOWED FOR PROPOSED DEVELOPMENT INFRASTRUCTURE AND ENCUMBRANCES WITHIN THE 100 FOOT DUKE ENERGY EASEMENT, TO SATISFY DUKE ENERGY ACCESS REQUIREMENTS.
 - PARCEL BOUNDARIES AND INFRASTRUCTURE SHALL BE DETERMINED AT TIME OF FINAL ENGINEERING DESIGN.

RESOLUTION 2024-42

A RESOLUTION OF THE CITY OF TARPON SPRINGS, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT FOR 6.71 ACRES (AS SHOWN AS PARCELS A, B, AND C ON EXHIBIT A), MORE OR LESS, LOCATED AT 44098 US HIGHWAY 19 N, FOR A PROPOSED COMMERCIAL DEVELOPMENT ALLOWING ALL PERMITTED USES IN THE HB (HIGHWAY BUSINESS) ZONING DISTRICT FOR PARCELS 'A' (WITH SPECIFIC USE RESTRICTIONS OUTLINED IN THE AGREEMENT), AND 'B', AND, A MINI-WAREHOUSE/OUTDOOR RV/BOAT STORAGE USE FOR PARCEL 'C'; ALLOWING A MAXIMUM BUILDING HEIGHT OF 22 FEET FOR PARCEL 'A' AND 35 FEET FOR PARCELS 'B' AND 'C'; PROVIDING FOR A RESTRICTIVE COVENANT; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AUTHORIZING EXECUTION OF THE DEVELOPMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tarpon Springs Board of Commissioners authorized a Request to Negotiate a Development Agreement on behalf of the applicant on March 19, 2024; and,

WHEREAS, the applicant, Moses Tucker Partners, submitted a development agreement proposal and application to the City of Tarpon Springs for development of a mini-warehouse/outdoor RV/boat storage facility and two commercial out parcels on property located at 44098 US Highway 19 N., pursuant to the attached concept plan (Exhibit A) and Development Agreement (Exhibit B); and,

WHEREAS, the Board of Commissioners agreed to the terms of the development agreement proposal on August 20, 2024; and,

WHEREAS, the Planning and Zoning Board held a public hearing on this application at its meeting of November 18, 2024 and recommended approval of the Development Agreement with its incorporated provisions and conditions; and,

WHEREAS, pursuant to Section 97.00(I) of the Comprehensive Zoning and Land Development Code, the Board of Commissioners must take final action to approve or deny entering into the proposed Development Agreement; and

WHEREAS, written and advertised notice were provided in accordance with Article VI, Section 98.00 of the Comprehensive Zoning and Land Development Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:

SECTION 1: FINDINGS

1. The Development Agreement proposed under Application #24-45 has been reviewed in accordance and found consistent with the requirements of Article VI, Section 96.00 through 99.00, inclusive, of the Comprehensive Zoning and Land Development Code.
2. The Development Agreement is consistent with the Comprehensive Plan of the City of Tarpon Springs.

SECTION 2: CONDITIONS

1. The property must be developed in accordance with the provided concept plan attached as 'Exhibit A'.
2. All terms and conditions of the Development Agreement, attached as 'Exhibit B', must be complied with in their entirety unless otherwise modified by subsequent resolution of the Board of Commissioners.
3. The required restrictive covenant, attached as 'Exhibit C', must be recorded with the approval of the first application for conditional use or site plan.

SECTION 3: EFFECTIVE DATE

This Resolution shall be effective upon adoption.

This instrument prepared by:
Dickman Law Firm
PO Box 111868
Naples, FL 34108

After recording, please return to:
City of Tarpon Springs
Attn: City Clerk
324 East Pine Street
Tarpon Springs, FL 34689

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 2024 by and between the **CITY OF TARPON SPRINGS, FLORIDA**, a municipal corporation of the State of Florida (the “**City**”) and **FREDERICK and JANE MCCLIMANS (the “Property Owner”)** AND **MOSES TUCKER PARTNERS**, an Arkansas corporation (together with its successors and assigns “**Developer**”). The City and Developer shall be collectively the “Parties.”

RECITALS

WHEREAS, the City is authorized by the Florida Local Government Development Agreement Act, Sections 163.3220 - 163.3243, Florida Statutes (the “**Act**”), and the City’s Comprehensive Zoning and Land Development Code (the “**LDC**”), Sections 96.00 – 99.00, to enter into a development agreement with any person having a legal or equitable interest in real property located within its jurisdiction; and

WHEREAS, the intent of the Act and LDC is to encourage comprehensive planning by Developers by affording greater predictability and reducing risks in order to lessen the costs of providing major infrastructure and public benefits; and

WHEREAS, it also is the intent of the Act and LDC to encourage a strong commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development concurrent with the impacts of development, encourage the efficient use of resources, and reduce the economic cost of development; and

WHEREAS, Developer is the developer of the Project, as defined below, which will be located on that certain real property located in the City, legally described in **Exhibit “A”** generally located at 44098 U.S. 19 North, Tarpon Springs, Florida (the “**Property**”); and

WHEREAS, fee simple legal title to the Property is held by Frederick J. McClimans and Jane M. McClimans; and

[FOR RECORDING PURPOSES ONLY]

WHEREAS, the Property is designated Residential/Office/Retail (“ROR”) on the City’s Comprehensive Plan Future Land Use Map and zoned Highway Business (“HB”) District on the City’s official zoning map; and

WHEREAS, the HB zoning district permits retail sales establishments on the Property; and

WHEREAS, the HB zoning district permits conditional uses for miniwarehouses on the Property; and

WHEREAS, Developer intends to redevelop the Property with a storage facility and two (2) commercial retail outparcels (collectively, the “**Project**”); and

WHEREAS, Developer’s Concept Plan will be a commercial development with three (3) single-use parcels, Parcels A, B, and C, as illustrated on the Concept Plan in **Exhibit “B”**; and

WHEREAS, Developer intends to construct a miniwarehouse facility with outdoor recreational vehicle and boat storage on Parcel C, along with master planned and shared infrastructure to include the US 19 access driveway, water, sewer, drainage, stormwater, and general grading to serve Parcels A, B, and C; and

WHEREAS, during Phase 1 of the Project, Developer intends to either sell or develop Parcels A and B for later Phase 2 development, by the Developer or others, either together or at separate times in the future; and

WHEREAS, the Developer is seeking approval of its Project in accordance with the requirements and procedure for a Conditional Use Permit (“CUP”) found in Section 209.00 - 209.03 of the LDC, a Site Plan Approval (“SP”) found in Section 210.00 - 210.05 of the LDC, and all other applicable provisions in the LDC, Code of Ordinances and Comprehensive Plan; and

WHEREAS, Developer’s CUP and SP application shall be reviewed after the approval of this Agreement.

WHEREAS, the City finds the terms of this Agreement, and future development orders consistent with this Agreement, are consistent with the City’s Comprehensive Plan and the LDC, as required by F.S. §163.3231; and

WHEREAS, the City is authorized to enter into this Agreement; and the City has reviewed and analyzed all information supplied by the Developer regarding this Agreement and acknowledges that the information supplied by the Developer is adequate and appropriate to support the approvals and relief herein; and

WHEREAS, at the conclusion of two (2) noticed public hearings, the City approved this Agreement and authorized the Mayor and/or City Manager of the City to execute it on behalf of the City; and

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

[FOR RECORDING PURPOSES ONLY]

SECTION 1: Recitals and Exhibits. The recitals set forth above are true and correct and are incorporated herein by this reference. All exhibits listed below are attached to this Agreement and incorporated by reference and deemed to be a part hereof.

Exhibit "A" - Survey & Legal Description of the Property
Exhibit "B" - Proposed Concept Plan for Developer's Property
Exhibit "C" Restrictive Covenant (to be recorded)
~~Exhibit "D" - Proposed Declaration of Unified Site Plan Covenant~~
Exhibit "~~ED~~" - Ownership Disclosure (to be provided)
Exhibit "~~FE~~" - Attorney Certification of Title (to be provided)
~~Exhibit "G" - Permitted Uses~~
Exhibit "~~HF~~" - Florida Public Records Law

SECTION 2: Property and Disclosure of Ownership.

- A. The Property consists of property totaling approximately 5.15 gross acres.
- B. Confirmation of the Property Ownership is set forth on **Exhibit "E"**.

SECTION 3: Agreements of the Developer. Developer agrees to the following:

A. **Designate the 0.2 acres of wetlands on the site and change the future land use of the wetland area to P (Preservation).** The Parties agree that designating the 0.2 acres of wetlands on the site and changing the future land use of the wetland area to P (Preservation) will protect the natural habitat of many plants and animals, maintain water quality as the water is filtered before it enters the ground and other drinking water supplies, and help control flooding and maintain surface water flow during the dry season. Developer agrees to file future land use amendment concurrently with the Site Plan and Conditional Use applications.

B. **Limit the Floor Area Ratio (FAR) to 0.30.** Developer shall limit the FAR to 0.30 for the subject property.

C. **Install Buffering for Adjacent Property Owners.** Developer shall construct an eight-foot tall (8') wall and eight-foot tall (8') fence along the south property line to provide additional buffering for the adjacent property owners as illustrated in Parcel A of the concept plan, see **Exhibit "B"** during Phase 1 of the Project.

D. **Side Setback.** Developer shall increase the side setback to twenty-five feet (25') for the building footprint of the building pad of Parcel A, as illustrated in **Exhibit "B"**.

E. **Height Limitation.** Developer shall limit the height of the building pad for Parcel A to a single story 22-foot (22') building as shown in the **Exhibit "B"**.

F. **Use Limitations.** Developer shall limit the use of the building located on Parcel A to not allow the following uses: fast food restaurants, adult entertainment/sales, car wash facilities, gas/service stations, car dealerships, or tire/automotive repair stores.

[FOR RECORDING PURPOSES ONLY]

G. **Hours of Operation.** Developer shall limit the hours of operation open to the public of the building on Parcel A from 6:00 a.m. to 10:00 p.m. as stated in **Exhibit “B”**.

H. **Concept Plan.** Developer shall construct and develop the subject property in accordance with the provided concept plan, **Exhibit “B”**.

I. **Phase 1.** Developer shall develop Phase 1 to include paving, drainage, access, wall fence and buffer, and development of Parcel C.

J. **Phase 2.** Parcels A and B may be developed simultaneously with Phase 1.

K. **Restrictive Covenant.** Developer shall record a Declaration of Restrictive Covenant, as stated in **Exhibit “C”**.

SECTION 4: Agreements of the City. City agrees to the following:

A. **Building Permit.** LDC Section 212.00 notwithstanding, the Developer shall submit an application for a site plan approval within one (1) year of the date of approval of the CUP.

B. **Continual Construction.** The Developer shall not be required to continually construct the Project’s Phase(s). LDC Section 122.00 notwithstanding, failure of Developer to maintain continual construction, as defined in the LDC, shall not void any building or other development approval, development orders or development permits granted in connection with the Project, nor the CUP.

C. **CUP Expiration.** The CUP, once obtained, shall remain valid and effective and in compliance with the City’s Land Development Code and shall survive this Agreement.

SECTION 5: Concurrence. The Parties agree that pursuant to Section 122.02 of the LDC, a “certificate of concurrency” shall be required prior to the issuance of any development permit, and the City shall not issue any development order or building permit for any project that results in a reduction of the level of service below the requirements established and adopted in the City’s Comprehensive Plan.

SECTION 6: Permits Required. Developer shall apply for and receive all required and necessary City, County, State, and Federal permits for all aspects of said Project. Such development permits may include, but are not limited to:

- A. City site, construction, and infrastructure plan approvals;
- B. City conditional use;
- C. City development order;
- D. City land use amendment;
- E. City right-of-way use permit;
- F. City building permits and sign permits;
- G. City utility permits;
- H. FDOT permits, as applicable;
- I. FDEP permits, as applicable;

[FOR RECORDING PURPOSES ONLY]

- J. SWFWMD permits, as applicable;
- K. SWFWMD wetland delineation; and
- L. Other City, County, State or Federal permits, as may be required by law.

SECTION 7: Effect of Development Agreement. The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

SECTION 8: Effective Date and Duration. This Agreement shall become effective after City Board of Commissioners approval of the Agreement, the Future Land Use Map amendment, the SP Approval and CUP, both documents have been fully executed by the authorized Parties, the associated Site Plan for the Project is approved, and the Agreement has been recorded in the public records of Pinellas County, Florida by the City Clerk (the “**Effective Date**”). The duration of this Agreement shall be for a period of five (5) years from the Effective Date, unless earlier terminated or extended by mutual consent of the Parties.

SECTION 9: Applicable City Ordinances and Codes. In accordance with Section 163.3233, Florida Statutes, all City codes, policies, charter provisions, and ordinances governing the development of the Project upon the date of execution of this Agreement shall continue to govern the development of the Project until the expiration of this Agreement. Notwithstanding anything in this Agreement, the Property may at any time be redeveloped in accordance with the then-existing Comprehensive Plan and LDC provisions subject to the City’s standard approval process.

SECTION 10: State and Federal Law. This Agreement shall not preclude the applicability of changes in rules, regulations, laws, or policies enacted by state or federal agencies after the execution of this Agreement. In the event of the subsequent enactment of any law which, in any party’s reasonable judgment, would preclude its compliance with the terms of this Agreement, the affected party shall so notify the other party in writing, and the Parties shall use their reasonable efforts to modify this Agreement in order to afford each party with the reasonable opportunity to perform its obligations hereunder to the maximum extent permitted by any such subsequent law. In the event that such modification shall deprive any party of any material benefit intended to have been afforded it by this Agreement, the party so deprived may cause this Agreement to be terminated.

SECTION 11: Disclaimer of Joint Venture. Developer and City represent that this Agreement is not intended to create, or deemed to represent, a joint venture or common undertaking between City and Developer, or between either and any third-party. Developer is an independent principal and not a contractor for, or an officer or employee of the City.

SECTION 12: Successors in Interest. This Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement. Developer, in its sole discretion, shall have the right to make a conveyance or an assignment of its interest in this Agreement to a successor, in which all rights and obligations of the Developer hereunder shall be assigned to and assumed by the successor, and Developer shall thereafter have no further obligations under this Agreement. The City shall be notified in writing of any such conveyance or assignment.

SECTION 13: Amendments. This Agreement may only be amended by mutual consent of the Parties (or their successors in interest), in accordance with Section 163.3237, Florida Statutes. All

[FOR RECORDING PURPOSES ONLY]

amendments to this Agreement shall be ineffective unless reduced to writing and executed by City and Developer, in accordance with the LDC. If subsequent modifications to this Agreement are necessary to achieve the ultimate Project development, the City agrees not to require any additional commitments of land, money, or other exactions, or to impose any additional conditions of development approval, as long as the Project development is in conformance with this Agreement, except that the City may require the Developer to pay all costs incurred in complying with legal requirements pertaining to the adoption of any such modification.

SECTION 14: Notices. All notices, demands, requests for approvals or other communications given by either party to another shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested, by a recognized national overnight courier service, or by email transmission to the office for each party indicated below. Properly addressed, postage prepaid, notices or communications shall be deemed delivered and received on the day of hand delivery, the next business day after deposit with an overnight courier service for next day delivery, on the third day following deposit in the United States mail, certified mail, return receipt requested, or on the day of email transmission. The Parties may change the addresses set forth below (including the addition of a mortgagee to receive copies of all notices), by notice in accordance with this Section.

To the City: City of Tarpon Springs, City Manager
324 East Pine St.
Tarpon Springs, FL 34689
Email: CharlesRudd@ctsfl.us

With a copy to: City of Tarpon Springs, City Attorney
324 East Pine St.
Tarpon Springs, FL 34689
Email: andrew@dickmanlawfirm.org

To the Developer: Moses Tucker Partners
200 River Market Avenue, Suite 300
Little Rock, Arkansas 72201
Email: mchandler@mosestucker.com

To the Property Owner: Frederick and Jane McClimans
40 Bahama Circle
Tampa, FL 33606

With a copy to: Amy McPherson, Esq.
Stearns Weaver Miller.
401 East Jackson Street
Suite 2100
Tampa, Florida 33602
Email: amchperson@stearnsweaver.com

SECTION 15: Default. In the event either party is in default of any provision hereof, the non-defaulting party, as a condition precedent to the exercise of its remedies, shall be required to give the

[FOR RECORDING PURPOSES ONLY]

defaulting party written notice of the same pursuant to this Agreement. The defaulting party shall have ninety (90) days from the receipt of such notice to cure the default or commence to cure if longer than ninety (90) days is reasonably required to cure such default. If the defaulting party timely cures the default, the default shall be deemed waived and this Agreement shall continue in full force and effect. If the defaulting party does not timely cure or commence to cure such default, the non-defaulting party shall be entitled to pursue its remedies available at law or equity.

SECTION 16: Dispute Resolution. The Parties agree to negotiate in good faith in an effort to resolve any dispute that may arise between the Parties under this Agreement. If the dispute cannot be resolved by negotiation, the Parties will submit the dispute to mediation, and will share the costs of mediation equally. In the event of a dispute, the party giving notice of the dispute shall identify three (3) court-approved mediators from the Circuit Court of Pinellas County, Florida. The party receiving notice shall choose one mediator within thirty (30) days of receipt of such notice and the mediation shall be scheduled as soon as feasible.

SECTION 17: Attorney's Fees. In the event of legal action or other proceeding arising under this Agreement, the Parties agree to pay the cost of their own attorney's fees and costs incurred in the prosecution or defense of such action or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings. This provision shall survive any termination of this Agreement.

SECTION 18: 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.

SECTION 19: Non-Action on Failure to Observe Provisions of this Agreement. The failure of the Parties to promptly or continually insist upon strict performance of any term, covenant, condition or provision of this Agreement or any other agreement, instrument or document of whatever form or nature contemplated hereby shall not be deemed a waiver of any right or remedy that the Parties may have and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision. The City, in its sole and absolute discretion, will monitor the provisions of this Agreement and conditions in the approved CUP and reserves the right to bring it back to the City's Board of Commissioners for failure to adhere to this Agreement and the corresponding CUP.

SECTION 20: Applicable Law and Construction. The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement, without regard for conflict of laws principles. This Agreement has been negotiated by the City and the Developer, and the Agreement shall not be deemed to have been prepared by the City or the Developer, but by all equally.

SECTION 21: Estoppel. City shall execute, acknowledge and deliver to Developer, within twenty (20) days after requested by Developer, a statement in writing certifying, if such is the case, that this Agreement is unmodified and in full force and effect (or if there have been modifications that the same are in full force and effect as modified), the existence or non-existence of any alleged defaults and claims against the Developer, and providing such other information as shall be reasonably requested by Developer.

[FOR RECORDING PURPOSES ONLY]

SECTION 22: Venue; Submission to Jurisdiction. For purposes of any suit, action, or other proceeding arising out of or relating to this Agreement, the Parties hereto do acknowledge, consent, and agree that venue thereof is Pinellas County, Florida. Each party to this Agreement hereby submits to the jurisdiction of the State of Florida, Pinellas County, and the courts thereof for the purposes of any suit, action, or other proceeding arising out of or relating to this Agreement. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and the dispute is not settled through negotiation, the Parties agree, that they will in good faith, attempt to resolve their differences by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure.

SECTION 23: Entire Agreement. This Agreement, and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the Parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understanding, representations, correspondence and statements whether written or oral. Any provisions of this Agreement shall be read and applied *in pari materia* with all other provisions hereof.

SECTION 24: Holidays. Whenever a notice or performance under the terms of this Agreement is to be made or given on a Saturday, Sunday, or a legal holiday observed in the City, it shall be postponed to the next following business day.

SECTION 25: Certification. The Developer and the City shall at any time and from time to time, upon not less than ten (10) days prior written notice by the other party execute, acknowledge and deliver to the other party a statement in recordable form certifying that this Agreement has not been modified and is in full force and effect (or if terminated, stating such), and that to the best knowledge of such party, neither it nor the other party is then in default hereof (or if the other party is then in default hereof, stating the nature and details of such default), it being intended that any such statement delivered pursuant to this paragraph may be conclusively relied upon by any prospective purchaser, tenant, mortgagee, successor, assignee of any mortgage or assignee of the respective interest in the Project, if any, of any party made in accordance with the provisions of this Agreement.

SECTION 26: Survival of Warranties and Representations. The warranties, representations, covenants and obligations of the Parties hereto shall be binding upon the Parties and their respective successors in interest.

SECTION 27: Termination. This Agreement shall automatically terminate and expire upon the occurrence of any of: (i) the full performance by all Parties and the expiration of this Agreement as described in Section 30, or (ii) execution of a written termination by all Parties to this Agreement. Notwithstanding anything in this Agreement to the contrary, all development orders approved concurrently with or prior to this Agreement run with the land and shall survive termination.

SECTION 28: Covenant of Cooperation. The Parties shall cooperate with and deal with each other in good faith and assist each other in the performance of the provisions of this Agreement and in completing development of the Property and completion of the Project, including in processing future development approvals and amendments to this Agreement, and including Developer requests for extensions of this Agreement. The Developer shall only request extensions in good faith and for good reason. Any changes, future approvals, amendments, and extensions shall be approved by the City's Board of Commissioners. Whenever an approval or consent is required under or contemplated by this

[FOR RECORDING PURPOSES ONLY]

Agreement, such approval or consent shall not be unreasonably withheld, delayed or conditioned. All such approvals and consents shall be requested and granted in writing.

SECTION 29: Completion of Agreement. Upon the completion of performance of this Agreement or its revocation or termination, the Developer or its successor in interest shall record a statement in the official records of Pinellas County, Florida, signed by the Parties, evidencing such completion, revocation or termination, and shall forthwith deliver a copy of such statement to the City Manager or their designee.

SECTION 30: Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance is declared invalid or unenforceable, the remainder of this Agreement, including any valid portion of the invalid term or provision and the application of such invalid term or provision to circumstances other than those as to which it is held invalid or unenforceable by a court of competent jurisdiction, shall not be affected thereby and shall with the remainder of this Agreement continue unmodified and in full force and effect. Notwithstanding the foregoing, to the extent that the purpose of this Agreement or the benefits sought to be received hereunder are frustrated, the Parties shall have the right to terminate this Agreement upon fifteen (15) days' notice to the other Party.

SECTION 31: Florida Public Records Law. The Developer shall comply with Chapter 119, Florida Statutes, regarding public records laws as referenced herein and in **Exhibit "H"**. **IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of Tarpon Springs, Florida, 727-363-9220, cityclerk1@ctsfl.us, 324 East Pine Street, Tarpon Springs, Florida 34689).**

SECTION 32: Counterparts. This Agreement may be executed in counterparts, each of which an original but all of which shall constitute a single instrument.

[Signature Pages to Follow]

[FOR RECORDING PURPOSES ONLY]

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals the day and year so shown.

FOR CITY OF TARPON SPRINGS

Panagiotis Koulias, Mayor

Witness #1 Sign

Witness #2 Sign

Witness #1 Type Name

Witness #2 Type Name

Witness #1 Address

Witness #2 Address

Witness #1 Address

Witness #2 Address

[FOR RECORDING PURPOSES ONLY]

Charles Rudd, City Manager

Witness #1 Sign

Witness #2 Sign

Witness #1 Type Name

Witness #2 Type Name

Witness #1 Address

Witness #2 Address

Witness #1 Address

Witness #2 Address

Attest:

Approved as to form and legal sufficiency:

Irene Jacobs, City Clerk

Andrew Dickman, City Attorney

[FOR RECORDING PURPOSES ONLY]

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was signed, delivered, and acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____ 2024, by Panagiotis Koulias, as Mayor of the City of Tarpon Springs, and Charles Rudd, as City Manager of the City of Tarpon Springs, a political subdivision of the State of Florida, on behalf of the City. Such persons ☐ are each personally known to me or ☐ have each produced a _____ as identification.

[NOTARY SEAL)

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____
My Commission Number: _____

[FOR RECORDING PURPOSES ONLY]

FOR DEVELOPER

MOSES TUCKER PARTNERS, an
Arkansas corporation

Witnesses:

Print Name: _____
Address: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____
Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed, delivered, and acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____ 2024, by _____, as _____ of MOSES TUCKER PARTNERS, an Arkansas corporation, on behalf of the company. Such person ☐ is personally known to me or ☐ has produced a _____ as identification.

[NOTARY SEAL)

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____
My Commission Number: _____

[FOR RECORDING PURPOSES ONLY]

SQUARE FOOT = 1873.08'
LENGTH = 957.80'

LINE	BEARING	DISTANCE
S	89°41'21" W	30.29'
N	29°52'46" W	30.30'
N	89°58'54" E	55.22'

SQUARE FOOT = 8593'
LENGTH = 526.40'

LINE	BEARING	DISTANCE
L1	N 30°15'04" W	30.86
L2	N 33°34'42" W	41.78
L3	N 34°09'08" W	54.13
L4	N 27°44'36" W	42.32
L5	N 26°02'49" W	26.62
L6	N 08°32'18" W	29.29

	OAK TREE AND SIZE
	MISCELLANEOUS TREE AND SIZE
	PALM TREE AND SIZE
	PINE TREE AND SIZE

[illegible][illegible]

G.I.-1 (STORM GRATE)
TOP ELEV= 16.25'
12" N. INV. EL.= 13.85

44098 US HIGHWAY 19 N.
PINELLAS COUNTY, FLORIDA

No.	DESCRIPTIONS	DATE	BY
REVISIONS			



EXTREME SURVEYING OF FLORIDA, INC.
LB No. 7425
 29340 RHODIN PLACE
 WESLEY CHAPEL, FLORIDA 33545
 PH. (813) 973-2092
 FAX. (813) 973-2122
 EMail: alex@extreme-surveying.com

PROFESSIONAL SURVEYING AND MAPPING SERVICES

Page 29 of 54

TREE LEGEND

- 12" OAK TREE AND SIZE
6" MISCELLANEOUS TREE AND SIZE
12" PALM TREE AND SIZE
4" PINE TREE AND SIZE

JAY COLEMAN ENTERPRISES, INC.
O.R. 8504, PAGE 2500

SUNBELT OFFICE CENTER
C.B. 6, PAGE 128

P.O.B.
PARCEL A
P.O.C.
PARCEL B
N.W. CORNER
OF N.W. 1/4
OF THE N.E.
1/4 OF
SECTION 6

TBM 2
S.P.K./DISK
ELEV= 18.23'

PROPOSED STORAGE FACILITY
SHOWN GENERALLY. FINAL DESIGN
OF BUILDING AND PAVEMENT
SUBJECT TO FINAL DESIGN AND
END USER REQUIREMENTS

NEW 3 (MAX.) STORY BUILDING
STORAGE
14,540 SF BLDG FOOTPRINT (THIS PLAN)
43,620 SF TOTAL FLOOR AREA (THIS PLAN)
35' MAX. BLDG. HEIGHT
FF=13.00 (APPROX.)

PARCEL C
4.52 AC±

BOAT STORAGE

R.V. & BOAT STORAGE

PARCEL B
0.87 AC±
FF=16.00 (APPROX.)

PARCEL A
1.21 AC±
FF=15.50 (APPROX.)

MASTER STORMWATER POND
(WET OR DRY)

DEVELOPER SHALL CONSTRUCT AN (8) FOOT TALL WALL (295 LF)
ALONG THE PROPERTY LINE FOR THE ENTIRE LENGTH OF BUILDING
ENVELOPE "A"

DEVELOPER SHALL CONSTRUCT AN (8) FOOT TALL
OPAQUE FENCE (172 LF) FROM PROPOSED 8' TALL
WALL WEST TO WETLAND BUFFER ZONE

WETLAND: 0.20 AC MOL (ON SITE)
LAND USE TO BE CHANGED TO
"PRESERVATION" (P) BY CITY OF
TARPON SPRINGS

SITE DATA

GROSS SITE AREA: 292,500 SF = 6.71 AC
(BEFORE R.O.W. DEDICATION, IF ANY)
ZONING: HB (HIGHWAY BUSINESS)
LAND USE: COMMERCIAL (PROPOSED)
MAX. FAR: 0.30 = 87,750 SF (GROSS)
MAX. ISR: 0.85 = 248,625 SF

BUILDING SETBACKS:
FRONT (E): 30'
SIDE (S): 25' (NO BUILD ZONE PER PLAN)
SIDE (N): 10'
REAR (W): 25'

MAX. BUILDING HEIGHTS:
PARCEL A: 22'
PARCEL B: 35'
PARCEL C: 35'

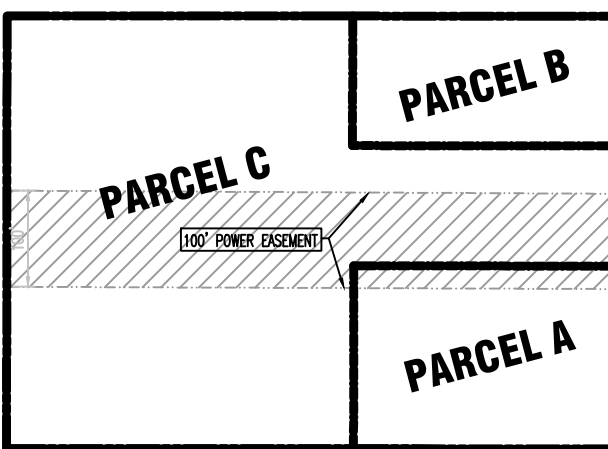
- NOTES:
1. SITE DATA DEPICTED HEREIN APPLIES TO PERMITTED
USES IN HB ZONING DISTRICT.
2. MINIMUM PARKING PER LAND DEVELOPMENT CODE SHALL
BE PROVIDED.
3. MINIMUM LANDSCAPING AND BUFFERING PER LAND
DEVELOPMENT CODE SHALL BE PROVIDED.
4. PROPOSED STORAGE USE IS SHOWN CONCEPTUALLY.
LAYOUT, BUILDING SIZE / DESIGN AND EXTERIOR
FEATURES MAY VARY PER FINAL DESIGN AND END-USER
REQUIREMENTS.
5. FAR & ISR LIMITS ARE COMBINED TOTALS OF ALL
PARCELS REGARDLESS OF PARCEL AREAS.
6. DESIGN FLEXIBILITY SHALL BE ALLOWED FOR PROPOSED
DEVELOPMENT INFRASTRUCTURE AND ENCUMBRANCES
WITHIN THE 100 FOOT DUKE ENERGY EASEMENT, TO
SATISFY DUKE ENERGY REQUIREMENTS.
7. PARCEL BOUNDARIES AND INFRASTRUCTURE SHALL BE
DETERMINED AT TIME OF FINAL ENGINEERING DESIGN.

PARCEL USES AND RESTRICTIONS

PARCEL A: ALL USES ALLOWED PER HB ZONING DISTRICT, EXCEPT:
1. FAST FOOD RESTAURANTS
2. ADULT ENTERTAINMENT / SALES
3. CAR WASH FACILITIES
4. GAS / SERVICE STATIONS
5. CAR DEALERSHIPS; OR
6. TIRE / AUTOMOTIVE REPAIR STORES
NOTE: PARCEL A HOURS OF OPERATION (OPEN TO
PUBLIC) SHALL BE RESTRICTED TO 8:00 AM TO 10:00 PM
ALL USES ALLOWED PER HB ZONING DISTRICT
PARCEL B: PROPOSED MINI-WAREHOUSE AND OUTDOOR
STORAGE FOR RVs, CAMPERS, BOATS, TRAILERS, ETC.

UTILITY SERVICE COMPANIES

WATER: CITY OF TARPON SPRINGS UTILITIES
SEWER: CITY OF TARPON SPRINGS UTILITIES
POWER: DUKE ENERGY INC.



PARCEL KEY
SCALE: 1"=200'

§ 134.06 SCREENING.

- (A) ALL USES ESTABLISHED AFTER THE EFFECTIVE DATE OF THIS CODE SHALL PROVIDE
SCREENING BETWEEN POTENTIALLY INCOMPATIBLE USES IN ACCORDANCE WITH THE
REQUIREMENTS OF THIS SECTION.
(B) SCREENING FOR THE LENGTH OF THE DEVELOPMENT AREA ALONG THE PERIMETER
PROPERTY LINES SHALL BE PROVIDED UNDER THE FOLLOWING CIRCUMSTANCES:
(1) COMMERCIAL AND COMMUNITY SERVICE USES SHALL SCREEN AGAINST THE
FOLLOWING ZONED OR USED LAND:
(A) RESIDENTIAL.
(B) OFFICE.
(C) INSTITUTIONAL.
(2) INSTITUTIONAL, MULTIFAMILY, AND MOBILE HOME PARK USES SHALL SCREEN
AGAINST LAND ZONED OR USED AS RESIDENTIAL EXCEPT MULTIFAMILY, MOBILE
HOME, AND RECREATIONAL VEHICLE.
(3) INDUSTRIAL USES SHALL SCREEN AGAINST THE FOLLOWING ZONED OR USED LAND:
(A) RESIDENTIAL.
(B) OFFICE.
(C) INSTITUTIONAL.
(D) COMMERCIAL.
(E) COMMUNITY SERVICE.
(C) SCREENING SHALL CONSIST OF ONE OR A COMBINATION OF THE FOLLOWING:
(1) A MINIMUM 8 FOOT WIDE BUFFER STRIP PLANTED WITH 1 TREE EVERY 25 FEET
AND A CONTINUOUS SCREEN MAINTAINED AT A MINIMUM HEIGHT OF BETWEEN 4
AND 6 FEET ABOVE GRADE. THE REQUIRED SCREEN SHALL BE SPACED AT
5 FEET ON CENTER. THE REMAINING AREAS SHALL BE SURFACED WITH GRASS,
GROUND COVERS, OR WITH AT LEAST 2 INCHES OF WOOD CHIPS OR BARK.
(2) A MINIMUM 4 FOOT HIGH DIRT WITH A SLOPE NOT EXCEEDING 30 DEGREES
PLANTED WITH TREES, SHRUBS AND GROUND COVER.
(3) A MINIMUM 15 FOOT WIDE NATURAL AREA LEFT COMPLETELY UNDISTURBED. THE
EXISTING NATURAL VEGETATION SHALL BE SUFFICIENT TO PROVIDE AT LEAST 80%
OPAQUENESS BETWEEN 2 AND 6 FEET ABOVE GRADE.
(4) A HARDWOOD WETLAND WHICH STRADDLES PROPERTY LINES MAY BE UTILIZED TO
SATISFY THE SCREENING REQUIREMENT PROVIDED IT IS LEFT COMPLETELY
UNDISTURBED.
(D) SCREENING SHALL NOT BE REQUIRED WHICH CONFLICTS WITH FENCE HEIGHT LIMITATIONS
OR REQUIRED VISIBILITY TRIANGLES.

(ORD. 90-10, PASSED 5-1-90; AM. ORD. 93-33, PASSED 10-19-93; AM. ORD. 2006-16,
PASSED 7-18-06)

FREDERICK MCCLIMANS

TARPON COMMERCIAL CENTER
US HIGHWAY 19
TARPON SPRINGS, FL

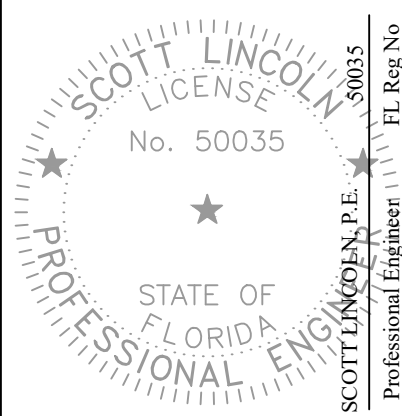
CONCEPT PLAN

PROJECT
TITLE

SHEET
TITLE

SHEET No.
CP-1

LA Civil, Inc.
Engineering Business License # 00029995
PO BOX 7649
Clearwater, Florida 33758-7649
Phone: 727-446-9000



PREPARED BY AND RETURN TO:

Amy McPherson, Esq.
Stearns Weaver Miller
401 East Jackson Street
Suite 2100
Tampa FL 33602

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that Frederick and Jane McClimans, hereinafter referred to as "Owner", is the owner of certain real property sought to be developed in the City of Tarpon Springs, Pinellas County, Florida, more particularly described as follows:

See Exhibit "A" attached hereto, and made a part hereof (hereinafter the "Property").

The Owner intends to develop the Property in accordance with the attached Concept Plan (Exhibit "B") and this Declaration of Restrictive Covenants (hereinafter the "Declaration") is intended to define the future uses on the Property for the benefit of the Owner and the public. In order to eliminate certain conditions on the Property that are of concern to the abutting property, the City has requested development restrictions on the Property as set forth herein below.

These restrictions were represented to the Tarpon Springs City Commission as an element the approval process of a Development Agreement and subsequent development approvals for the Project.

The Owner and the City agree that this Declaration shall constitute a covenant running with the land in perpetuity, and that this Declaration shall be binding upon the said Owner and upon all persons deriving title by, through or under the said Owner, and its assigns and successors in title. The restrictions herein shall be for the benefit of and limitation upon all present and future owners of the Property described herein, and shall be for the benefit of the City of Tarpon Springs, Florida, a municipal corporation of the State of Florida.

NOW, THEREFORE, The Owner and the City hereby declare that the following provisions shall control the use and development of the Property:

1. As to the Property, uses and development permitted in the zoning district will be limited as follows:

- A. Limit the Floor Area Ratio (FAR) to 0.30. Developer shall limit the FAR to 0.30 for the subject property.
- B. Install Buffering for Adjacent Property Owners. Developer shall construct an eight-foot tall (8') wall and eight-foot tall (8') fence along the south property line to provide additional buffering for the adjacent property owners as illustrated in Parcel A of the concept plan, see Exhibit "B" during Phase 1 of the Project.
- C. Side Setback. Developer shall increase the side setback to twenty-five feet (25') for the building footprint of the building pad of Parcel A as illustrated in Exhibit "B".
- D. Height Limitation. Developer shall limit the height of the building pad for Parcel A to a single story 22-foot (22') building as shown in the Exhibit "B".
- E. Use Limitations. Developer shall limit the use of the building located on Parcel A to not allow the following uses: fast food restaurants, adult entertainment/sales, car wash facilities, gas/service stations, car dealerships, or tire/automotive repair stores.
- F. Hours of Operation. Developer shall limit the hours of operation open to the public of the building on Parcel A from 6:00 a.m. to 10:00 p.m. as stated in Exhibit "B".

2. The Owner warrants and represents that it is the sole and exclusive fee simple owner of the Property. The Owner further represents that there are no other persons with a legal or equitable interest in the Property and that this Declaration shall be superior to any and all mortgages, or any other liens or encumbrances now on the Property and shall not be subject to any, other legal or equitable interest relative to the Property.

3. The Owner warrants and represents that nothing contained in this Declaration of Restrictive Covenants is barred or prohibited by any other contractual arrangement to which it is now a party, or by any statute or rule of any governmental agency, of any third party or by the rights of contract vendees, lien holders, mortgage holders or any other party with a direct or contingent interest in the Property, whether legal or equitable.

4. The City of Tarpon Springs is deemed to have a beneficial interest in this Declaration. This Declaration may be modified or amended from time to time upon application by the Owner made to the City of Tarpon Springs and approved in the sole discretion of the

Board of Commissioners. At Owner's request, and upon approval of any modification or amendment to this Declaration, the City of Tarpon Springs shall execute an instrument in recordable form evidencing such modification or amendment, which instrument shall be recorded by Owner in the public records of Pinellas County, Florida. The City of Tarpon Springs shall be fully entitled to enforce the covenants and restrictions herein contained.

5. In the event that any of the covenants or restrictions contained in this Declaration are violated by the Owner, or its successors or assigns, if such violation is not corrected within five calendar days from the date of notification of such violation, unless such correction is impossible within such period of time, the City may proceed with such legal remedies as are necessary, including the use of the office of the City Attorney, to correct such violation, and the Owner, its successors and assigns shall be liable for any costs incurred, including attorneys fees and court costs, whether such fees are expended or costs incurred in demanding enforcement of this Declaration or if proceedings are brought in a court of competent jurisdiction by the City in the enforcement of the provisions of this Declaration.

6. If an action for nuisance is brought by any party against the Owner, its successors or assigns, for violation of the provisions of this Declaration, proof of violation of this Declaration shall constitute a per se nuisance, and in any such proceeding, whether administrative, legal or equitable. The party bringing the action or suit shall be entitled to recover, in addition to all costs allowed by law, such sum as the court may adjudge to be reasonable for the services of its attorney at trial or appellate levels.

7. Enforcement of this Declaration may be by action at law or in equity against any person or persons violating or attempting to violate any portion of this Declaration, either to restrain violation, or to require by injunction or otherwise, compliance with the limitations on the use of the Property as is herein above set forth, or to restrain violation of a covenant or restriction, or to recover damages. The party bringing the action or suit shall be entitled to recover, in addition to all costs allowed by law, such sum as the court may adjudge to be reasonable for the services of its attorney at trial or appellate levels. The City of Tarpon Springs shall be entitled to institute enforcement of this Declaration under this paragraph pursuant to its beneficial interest in the restrictions and covenants set forth herein.

8. An invalidation of any portion of this Declaration by a judgment of a court of competent jurisdiction shall in no wise affect any of the other provisions of this Declaration, which shall remain in full force and effect.

9. This Declaration shall be recorded in the public records of Pinellas County, Florida.

10. The Owner and its successors in title hereby give and grant unto the agents and representatives of the City of Tarpon Springs, the right to enter upon the Property at reasonable times and upon notice to the Owner and its successors in interest in order to inspect the Property to insure that the provisions of this Declaration are being complied with in full by the persons

then in possession of the Property.

11. If the Owner makes an application to the City to amend or change the restrictive covenants contained herein the City shall provide written legal notice of the application to the surrounding property owners in accordance with the notice procedures described in the City of Tarpon Springs Comprehensive Zoning and Land Development Code Section 206.00, as amended. There will be one public hearing unless additional public hearings are required by law.

Signature Page to Follow

IN WITNESS WHEREOF, the undersigned have set their hands and seals this _____ day of _____, 2024.

Signed, sealed, and delivered
in our presence:

Frederick McClimans

Signed, sealed, and delivered
in our presence:

Jane McClimans

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared Frederick and Jane McClimans, who () is personally known to me or () has produced a _____ driver's license or _____ as identification; and that he severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2024.

Notary Public

My Commission Expires:

EXHIBIT “F”
Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action.

(1) DEFINITIONS. —For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

PREPARED BY AND RETURN TO:

Amy McPherson, Esq.
Stearns Weaver Miller
401 East Jackson Street
Suite 2100
Tampa FL 33602

DECLARATION OF RESTRICTIVE COVENANTS

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See Exhibit “A” attached hereto, and made a part hereof (hereinafter the “Property”).

The Owner intends to develop the Property in accordance with the attached Concept Plan (Exhibit “B”) and this Declaration of Restrictive Covenants (hereinafter the “Declaration”) is intended to define the future uses on the Property for the benefit of the Owner and the public. In order to eliminate certain conditions on the Property that are of concern to the abutting property, the City has requested development restrictions on the Property as set forth herein below.

These restrictions were represented to the Tarpon Springs City Commission as an element the approval process of a Development Agreement and subsequent development approvals for the Project.

The Owner and the City agree that this Declaration shall constitute a covenant running with the land in perpetuity, and that this Declaration shall be binding upon the said Owner and upon all persons deriving title by, through or under the said Owner, and its assigns and successors in title. The restrictions herein shall be for the benefit of and limitation upon all present and future owners of the Property described herein, and shall be for the benefit of the City of Tarpon Springs, Florida, a municipal corporation of the State of Florida.

NOW, THEREFORE, The Owner and the City hereby declare that the following provisions shall control the use and development of the Property:

1. As to the Property, uses and development permitted in the zoning district will be limited as follows:

- A. Limit the Floor Area Ratio (FAR) to 0.30. Developer shall limit the FAR to 0.30 for the subject property.
- B. Install Buffering for Adjacent Property Owners. Developer shall construct an eight-foot tall (8') wall and eight-foot tall (8') fence along the south property line to provide additional buffering for the adjacent property owners as illustrated in Parcel A of the concept plan, see Exhibit "B" during Phase 1 of the Project.
- C. Side Setback. Developer shall increase the side setback to twenty-five feet (25') for the building footprint of the building pad of Parcel A as illustrated in Exhibit "B".
- D. Height Limitation. Developer shall limit the height of the building pad for Parcel A to a single story 22-foot (22') building as shown in the Exhibit "B".
- E. Use Limitations. Developer shall limit the use of the building located on Parcel A to not allow the following uses: fast food restaurants, adult entertainment/sales, car wash facilities, gas/service stations, car dealerships, or tire/automotive repair stores.
- F. Hours of Operation. Developer shall limit the hours of operation open to the public of the building on Parcel A from 6:00 a.m. to 10:00 p.m. as stated in Exhibit "B".

2. The Owner warrants and represents that it is the sole and exclusive fee simple owner of the Property. The Owner further represents that there are no other persons with a legal or equitable interest in the Property and that this Declaration shall be superior to any and all mortgages, or any other liens or encumbrances now on the Property and shall not be subject to any, other legal or equitable interest relative to the Property.

3. The Owner warrants and represents that nothing contained in this Declaration of Restrictive Covenants is barred or prohibited by any other contractual arrangement to which it is now a party, or by any statute or rule of any governmental agency, of any third party or by the rights of contract vendees, lien holders, mortgage holders or any other party with a direct or contingent interest in the Property, whether legal or equitable.

4. The City of Tarpon Springs is deemed to have a beneficial interest in this Declaration. This Declaration may be modified or amended from time to time upon application by the Owner made to the City of Tarpon Springs and approved in the sole discretion of the Board of Commissioners. At Owner's request, and upon approval of any modification or amendment to this Declaration, the City of Tarpon Springs shall execute an instrument in recordable form evidencing such modification or amendment, which instrument shall be recorded by Owner in the public records of Pinellas County, Florida. The City of Tarpon Springs shall be fully entitled to enforce the covenants and restrictions herein contained.

5. In the event that any of the covenants or restrictions contained in this Declaration are violated by the Owner, or its successors or assigns, if such violation is not corrected within five calendar days from the date of notification of such violation, unless such correction is impossible within such period of time, the City may proceed with such legal remedies as are necessary, including the use of the office of the City Attorney, to correct such violation, and the Owner, its successors and assigns shall be liable for any costs incurred, including attorneys fees and court costs, whether such fees are expended or costs incurred in demanding enforcement of this Declaration or if proceedings are brought in a court of competent jurisdiction by the City in the enforcement of the provisions of this Declaration.

6. If an action for nuisance is brought by any party against the Owner, its successors or assigns, for violation of the provisions of this Declaration, proof of violation of this Declaration shall constitute a per se nuisance, and in any such proceeding, whether administrative, legal or equitable. The party bringing the action or suit shall be entitled to recover, in addition to all costs allowed by law, such sum as the court may adjudge to be reasonable for the services of its attorney at trial or appellate levels.

7. Enforcement of this Declaration may be by action at law or in equity against any person or persons violating or attempting to violate any portion of this Declaration, either to restrain violation, or to require by injunction or otherwise, compliance with the limitations on the use of the Property as is herein above set forth, or to restrain violation of a covenant or restriction, or to recover damages. The party bringing the action or suit shall be entitled to recover, in addition to all costs allowed by law, such sum as the court may adjudge to be reasonable for the services of its attorney at trial or appellate levels. The City of Tarpon Springs shall be entitled to institute enforcement of this Declaration under this paragraph pursuant to its beneficial interest in the restrictions and covenants set forth herein.

8. An invalidation of any portion of this Declaration by a judgment of a court of competent jurisdiction shall in no wise affect any of the other provisions of this Declaration, which shall remain in full force and effect.

9. This Declaration shall be recorded in the public records of Pinellas County, Florida.

10. The Owner and its successors in title hereby give and grant unto the agents and representatives of the City of Tarpon Springs, the right to enter upon the Property at reasonable times and upon notice to the Owner and its successors in interest in order to inspect the Property to insure that the provisions of this Declaration are being complied with in full by the persons then in possession of the Property.

11. If the Owner makes an application to the City to amend or change the restrictive covenants contained herein the City shall provide written legal notice of the application to the surrounding property owners in accordance with the notice procedures described in the City of Tarpon Springs Comprehensive Zoning and Land Development Code Section 206.00, as amended. There will be one public hearing unless additional public hearings are required by law.

Signature Page to Follow

IN WITNESS WHEREOF, the undersigned have set their hands and seals this _____ day of _____, 2024.

Signed, sealed, and delivered
in our presence:

Frederick McClimans

Signed, sealed, and delivered
in our presence:

Jane McClimans

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared Frederick and Jane McClimans, who () is personally known to me or () has produced a _____ driver's license or _____ as identification; and that he severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2024.

Notary Public

My Commission Expires:

CITY OF TARPON SPRINGS, FLORIDA
Development Proposal & Agreement Application

Return to:
 Planning & Zoning Department
 324 E. Pine Street
 Tarpon Springs, FL 34689
 (727) 942-5611

(Please type or print clearly)

Property Owner(s)

Name Frederick and Jane McClimans		Email janeart@tampabay.rr.com
Address 40 Bahama Circle		
City Tampa	State Florida	Zip 33606
Phone	Fax	Cellular 813-758-4000

Applicant

Name Moses Tucker Partners		Email mchandler@mosestucker.com
Address 200 River Market Avenuem Suite 501		
City Little Rock	State Arkansas	Zip 72201
Phone 501-231-5284	Fax	Cellular

Agent (if applicable)

Name Amy Huber, Esq.		Email amy@huberzoninglaw.com
Address 1299 Main Street, Suite C		
City Dunedin	State Florida	Zip 34698
Phone 727-337-4239	Fax	Cellular

General Information

Property Location or Address 44098 U.S. 19 North, Tarpon Springs, Florida 34689				
Legal Description (attach additional sheets as necessary) See attached.				
Tax Parcel Number(s) 062716000002100100 & 062716000002100200				
Proposed Agreement Duration (not to exceed 5 years) ☐ 1 yr. ☐ 2 yrs. ☐ 3 yrs. ☐ 4 yrs. ☒ 5 yrs.	Present Designations of Property <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Land Use Category ROR</td> <td>Zoning District HB</td> </tr> </table>		Land Use Category ROR	Zoning District HB
Land Use Category ROR	Zoning District HB			

Additional Information Required:

Applicant must submit a development proposal containing, at a minimum, the following information:

1. **Completed original application with digital copies of all application documents**
2. Application fees:

a. Request to Negotiate	\$ 250.00 (no mailing labels or advertisement fees required)
b. Development Proposal	\$2,500.00
c. Agreement Modification	\$1,000.00
d. Agreement Extension	\$ 250.00
3. Applicable postage charges (City staff will prepare the labels and calculate postage charges when a complete application is submitted.)
4. \$1,000.00 advertising fee (requires 2 advertisements at \$500 each)

CITY OF TARPON SPRINGS, FLORIDA
Development Proposal & Agreement Application

AFFIDAVIT

I (we), the undersigned, certify ownership of the property within this application, that said ownership has been fully divulged, whether such ownership by contingent or absolute, and that the name of all parties to an existing contract for sale or any options are filed with this application.

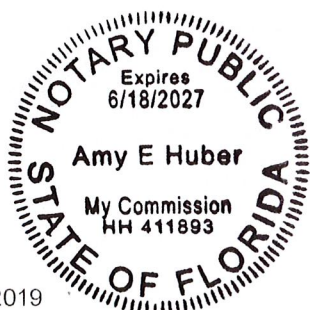
I (we) certify that Amy Huber, Esq.
AGENT is (are) duly designated as the agent(s) for the owner, that the agent(s) is (are) authorized to provide subject matter on the application contained herein, whether verbal or written, and appear at any public hearing(s) involving this petition.

I (we) assent to the City's Comprehensive Plan as it applies to the property. Further, it is understood that this application must be complete and accurate and the appropriate fee paid prior to processing.

Date: <u>5/13/24</u>	Title Holder/Property Owner: <u>[Signature]</u>
Date: <u>05/13/2024</u>	Title Holder/Property Owner: <u>[Signature]</u>
Date: _____	Title Holder/Property Owner: _____
Date: _____	Title Holder/Property Owner: _____

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 15th day of May, A.D., 20 24
by Frederick and Jane McClimens who is personally known to me or who has produced
PROPERTY OWNER NAME PRINTED
_____ as identification and who did (did not) take an oath.

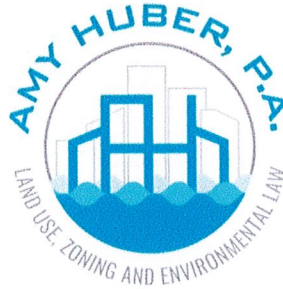


NOTARY PUBLIC

Name: Amy E. Huber
Signature: [Signature]
Stamp: _____

CITY OF TARPON SPRINGS, FLORIDA
Development Proposal & Agreement Application

5. Proof of ownership or legal interest (warranty deed, title certification, contract, power of attorney, etc.).
6. Description of the proposed development use(s) including residential density, building intensity, FAR, if applicable, and proposed building height.
7. A level of service analysis of the impact upon existing and proposed public facilities and services, including who shall provide such facilities, the date any new facilities will be constructed, if needed, and a schedule to assure public facilities and services are available concurrent with the impacts of the development.
8. A description of any reservation or dedication of land for public purposes.
9. A description of all City development approvals necessary, including any zoning or land use modifications required.
10. Accurate survey of boundary and existing conditions including but not limited to easements, streets, buildings, land uses, historic sites, zoning, wetlands, watercourses, utilities, general topographic contours, and existing zoning and land uses for all contiguous properties.
11. A preliminary master drainage and grading plan.
12. The location of proposed buffers or screening.
13. An existing tree survey.
14. A conceptual master plan showing the locations and acreage of general land uses including dwelling unit types, general types of non-residential uses, open spaces, recreational facilities, and other proposed uses.
15. Circulation plan showing locations and types of all access points and internal streets.
16. Proposed development phasing.
17. A list of all federal, state, and local permit requirements.
18. Any further information deemed necessary to conduct a complete review of the proposal, including, but not limited to:
 - a. Hurricane Shelter Space Impact Study, if required by Section 122.12, LDC.
 - b. Endangered/Threatened Species Study, if required by Section 144.00, LDC.
 - c. Traffic Impact Study, if required by Section 122.11, LDC.



Via Hand Delivery

May 16, 2024

Ms. Renea Vincent
Planning Director
City of Tarpon Springs
324 Pine Street
Tarpon Springs, FL 34689

Re: Development Agreement Application
44098 US 19 N, Tarpon Springs, FL (the "Subject Property")

Dear Ms. Vincent:

On behalf of the owners the Subject Property, Frederick and Jane McClimans, and the developer, Moses Tucker Partners (collectively, the "Applicants"), attached please find a completed Development Proposal and Agreement Application package. In support of this application, attached please find:

- One (1) Original executed Development Proposal and Agreement Application;
- One (1) Original Owner's Affidavit for Frederick and Jane McClimans;
- One (1) copy of the Legal Description for the Subject Property;
- Check in the amount of \$2500.00;
- Proof of Ownership – Warranty Deed;
- Survey of the Property;
- Level of Service Analysis;
- One (1) copy of the Proposed Master Concept Plan for the development of the Subject Property, including buffers, setbacks, height, drainage and grading, and circulation;

- Proposed Development Phasing; and
- List of all required permits.

The Applicants are requesting to negotiate a Development Agreement with the City of Tarpon Springs for the development of the Subject Property with a storage facility and two (2) commercial retail outparcels. In order to accomplish this development, the Applicant will need to seek to change the Land Use Designation of the Subject Property from ROR to CG. The Zoning will remain HB. The Applicant will also seek a Conditional Use approval for the storage facility, as well as Site Plan Approval.

The Subject Property is located on US Highway 19 and sits on the border of Pinellas and Pasco Counties. The current Land Use designation of ROR requires a residential component to the development; however, the current Zoning does not permit residential as of right. This Property is the only parcel on US Highway 19 in this area with this inconsistent Land Use and Zoning. Moreover, this Site is not suited for residential development because of its location on U.S Highway 19 and the incompatible uses on the surrounding parcels. Moreover, the Subject Property is divided by a 100-foot Duke Energy easement. Duke Energy is currently installing power lines on the Property within its easement. This easement imposes significant development restrictions on the Site. Moreover, the Property has a significant stormwater area and wetlands on the Southwest corner of the site. These constraints impose limits on the development of the Site.

The Applicants previously filed a Land Use Plan Amendment application with the City. During that process, the City Commission expressed some concerns regarding the development. The Applicants are proposing a Development Agreement to address these concerns in a legally binding manner with the City.

The Applicant agrees to impose the following on the development of the Site:

- To designate the 0.2 acres of wetlands on the site and change the Land Use of the wetland area to Preservation.
- To limit the FAR for the Subject Property to .30.
- To install an 8 foot wall and 8 foot fence along the South property line to provide additional buffering for the adjacent property owners. See attached Concept Plan for location of wall and fence.

- To increase the side setback to 25' for the building footprint of the building pad for the outparcel adjacent to the Southern property owners. See attached Concept Plan for setback line for building pad.
- To limit the height of the building pad for the outparcel immediately adjacent to the Southern property owners to a single story 22' building. See attached Concept Plan for outparcel pad.
- To limit the use of the building pad immediately adjacent to the Southern property owners to not allow the following uses: 1) fast food restaurants; (2) adult entertainment/sales; (3) car wash facilities; (4) gas/service stations; (5) car dealerships; or (6) tire/automotive repair stores;
- To limit the hours of operation open to public of the building pad immediately adjacent to the Southern property owners from 6:00 a.m. to 10:00 p.m.
- To develop the Subject Property in accordance with the attached Concept Plan.

We hope that imposing these restrictions addresses the City's concerns and look forward to working with you and your Staff during the Development Agreement process. Please feel free to contact me at amy@huberzoninglaw.com or 727.337.4239 with any questions or in the event you need additional information or documentation. Thank you for your anticipated attention to this matter.

Sincerely,



Amy E. Huber, Esq.

Cc: Matt Chandler

LEGAL DESCRIPTION
44098 U.S. Highway 19, Tarpon Springs, FL 34689
Parcels 062716000002100100 & 062716000002100200

Parcel A:

A portion of Tract 17, TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION of Section 6, Township 27 South, Range 16 East, according to the map or plat thereof, as recorded in Plat Book 1, Page(s) 116, of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part, and portion of the Northwest 1/4 of the Northeast 1/4 of Section 6, Township 27 South, Range 16 East, Pinellas County, Florida, all being further described as follows:

Commence at the Northwest corner of the Northwest 1/4 of the Northeast 1/4 of said Section 6 for a Point of Beginning; thence run along the North boundary line of the Northwest 1/4 of the Northeast 1/4 of said Section 6, South 89°58'25" East, a distance of 82.46 feet to the West right-of-way line of State Road No. 55, Section 15150 (U.S. Highway No. 19) as it is now established, thence along the West right-of-way line of said State Road No. 55, South 00°04'12" West, a distance of 225.00 feet; thence parallel with the North boundary line of the Northwest 1/4 of the Northeast 1/4 of said Section 6, North 89°58'25" West, a distance of 300.00 feet; thence parallel with the West right-of-way line of said State Road No. 55, North 00°04'12" East, a distance of 225.00 feet to the North boundary line of said Tract 17, the same being the North line of the Northwest 1/4 of said Section 6; thence along the North boundary line of said Tract 17; South 89°58'25" East, a distance of 217.54 feet to the Point of Beginning.

AND

Parcel B:

A portion of Tract 17 and 18, TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION of Section 6, Township 27 South, Range 16 East, according to the map or plat thereof, as recorded in Plat Book 1, Page(s) 116, of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part, and a portion of the Northwest 1/4 of the Northeast 1/4 of Section 6, Township 27 South, Range 16 East, Pinellas County, Florida, all being further described as follows:

Commence at the Northwest corner of the Northwest 1/4 of the Northeast 1/4 of said Section 6; thence run along the North boundary line of the Northwest 1/4 of the Northeast 1/4 of Section 6, South 89°58'25" East, a distance of 82.46 feet to the West right-of-way line of State Road No. 55, Section 15150 (U.S. Highway No. 19) as it is now established, thence along the West right-of-way line of said State Road No. 55, South 00°04'12" West, a distance of 225.00 feet for a Point of Beginning; thence continue along the West right-of-way line of State Road No. 55, South 00°04'12" West, a distance of 225.00 feet; thence parallel with the North boundary line of the Northwest 1/4 of the Northeast 1/4 of said Section 6, North 89°58'25" West, a distance of 650.00 feet; thence parallel with the West right-of-way line of said State Road No. 55, North 00°04'12" East, a distance of 450.00 feet to the North boundary line of said Tract 18, the same being the North line of the Northwest 1/4 of said Section 6; thence along the North boundary line of said Tracts 18 and 17, South 89°58'25" East, a distance of 350.00 feet; thence South 00°04'12" West, a distance of 225.00 feet; thence South 89°58'25" East, a distance of 300.00 feet to the Point of Beginning.

Corporate Warranty Deed

This Indenture, made this 29th day of September
A.D. 19 99 Between
McClimans Golf Company, Inc., a Florida corporation

whose post office address is: 401 Druid Road W
Clearwater, FL 34616

a corporation existing under the laws of the
State of Florida Grantor and
Frederick J. McClimans

whose post office address is:
11809 N. Dale Mabry Highway
Tampa, Florida 33618
Grantee SS#:
Grantee,

99-327438 OCT- 5-1999 5:06pm
PINELLAS CO BK 10681 PG 2210
[RECORDED]

KARLEEN F. DE BLANK, CLERK OF COURT
PINELLAS COUNTY, FLORIDA
2013574 10-05-1999 17:06:34 NBP
S1 DEB-FREDERICK MCCCLIMANS
0000000000
RECORDING 002 PAGES 1 \$10.50
DOC STAMP - 02219 3 \$4,410.00
TOTAL: \$4,420.50
P CHECK AMT. TENDERED: \$4,420.50
CHARGE: \$1.00
BY DEPUTY CLERK

Witnesseth, that the said Grantor, for and in consideration of the sum of (Ten & NO/100)
Dollars, to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and
sold to the said Grantee forever, the following described land, situate, lying and being in the County of
Pinellas State of Florida, to wit:

See Schedule A attached hereto and by this reference made a part
hereof.

PAG: 32
ACC: 90.50
RE: 4410.00
DF: 21
O: 0
IN: 0
FEE: 0
MT: 0
PR: 0
REV: 0
TOTAL: 4410.50
CK BAL: 0
CHG AMT: 0

Subject to covenants, restrictions, easements and reservations of
record. Subject also to taxes for 1999 and subsequent years.

Parcel Identification Number: 06-27-16-00000-210-0100/0200
And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful
claims of all persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly
authorized officer and caused its corporate seal to be affixed the day and year first above written.

Documentary Tax Pd. \$ 4,410.00
\$ 0.00 Int. 2 in The Pd.
Karleen F. De Blank, Clerk, Pinellas County
By [Signature] Deputy Clerk

McClimans Golf Company, Inc., a
Florida corporation

Signed and Sealed in Our Presence:

By: [Signature]
Gregory S. McClimans
Its President

Witness:
Printed Name: BRUCE M. TIGERT

Witness: [Signature]
Printed Name: SANDRA KRUPA

(Corporate Seal)

State of Florida
County of Hillsborough

The foregoing instrument was acknowledged before me this 29th day of September, 19 99, by
Gregory S. McClimans, President
of McClimans Golf Company, Inc., a Florida corporation

a corporation existing under the laws of the State of Florida, on behalf of the corporation.
He/She is personally known to me or has produced a driver's license as identification
and did not take an oath.

OFFICIAL NOTARY SEAL
SANDRA KRUPA
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION # 00726683
MY COMM. EXPIRES MAR. 22, 2002

Print Name: SANDRA KRUPA
Notary Public

CWD-1
593

Prepared by and return to, if applicable, Sandra Krupa of Bayshore Title Insurance Company, 3431 Henderson
Boulevard, Tampa, Florida 33609-2938, as a necessary incident to the fulfillment of conditions contained in a
title insurance commitment issued by it. File No: 9909060; Folio Number: 06-27-16-00000-210-0100/0200

DEVELOPMENT AGREEMENT LOS NARRATIVE

TARPON COMMERCIAL CENTER 44098 US 19 N, Tarpon Springs, FL

As depicted on the submitted Concept Plan, the proposed **TARPON COMMERCIAL CENTER** will be a commercial development with (3) single-use Parcels A, B & C. As Phase 1, the developer intends to construct a Mini-Warehouse facility with Outdoor RV & Boat Storage on Parcel C, along with master planned and shared infrastructure to include the US 19 access driveway, water, sewer, drainage, stormwater, and general grading to serve Parcels A, B & C. During Phase 1, the developer will also construct the required 8-foot tall Wall & Fence, and, Buffer Screening along the southern property line.

The developer intends to sell Parcels A & B for later Phase 2 development, by the developer or others, either together or at separate times in the future.

LEVEL OF SERVICE (LOS) ESTIMATE:

Traffic Generation (per *Gulf Coast Consulting Traffic Study*):

- Parcel A: Retail/Commercial ITE Land Use - Phase 2
- Parcel B: Retail/Commercial ITE Land Use - Phase 2
- Parcel C: Storage Use; ITE Land Use 151 – Phase 1

Total Daily Trips = 820
AM Peak Hour Trips = 46
PM Peak Hour Trips = 100

Vehicular Access:

- Single shared driveway proposed to US 19 allowing Right-IN and Right-OUT movements. Permitting of the Driveway will be coordinated with FDOT. No turn lanes improvements, traffic signals or median openings are expected.

Water & Fire Demand:

- Water & Fire services will be provided to all Parcels via tapping and extension from the City of Tarpon Springs 8-inch water main located along the US 19 ROW frontage of the property.
 - Parcel A: Retail/Commercial = 10 GPD / 100 SF (Phase 2)
 - Parcel B: Retail/Commercial = 10 GPD / 100 SF (Phase 2)
 - Parcel C: Storage Use = 2 Restrooms @ 200 GPD each = 400 GPD (Phase 1)

Sanitary Sewer Demand:

- Sanitary sewer service will be provided to all parcels by a shared onsite gravity sewer main discharging into a shared Lift Station. The Lift Station will be connected via Force Main extension to the City of Tarpon Spring 6-inch Force Main located at the south ROW of Brittany Park Blvd.
 - Parcel A: Retail/Commercial = 10 GPD / 100 SF (Phase 2)
 - Parcel B: Retail/Commercial = 10 GPD / 100 SF (Phase 2)
 - Parcel C: Storage Use = 2 Restrooms @ 200 GPD each = 400 GPD (Phase 1)

Solid Waste:

- Each Parcel Use will manage solid waste via onsite dumpsters placed within independent dumpster enclosures for access and pickup by a local licensed solid waste hauler.

Stormwater:

- Water quality treatment and attenuation of stormwater runoff will be provided via an onsite conveyance and retention pond systems shared by all Parcels. Outfall discharge of stormwater will be to the wetlands via an engineered control structure. Wetland delineation and Stormwater Permitting will be pursued through SWFMD & FDOT.

Pedestrian Access:

- Pedestrian access routes via sidewalks, cross walks, and ramps will be provided from each Parcel to the US 19 frontage public sidewalk.

ADA Compliance:

- All parking and sidewalks will be constructed in compliance with ADA.

Public Transportation:

- Public transportation bussing will be provided by PSTA.

Civil Engineering Site Plans will be prepared by a Licensed Professional Engineer to assist in securing the following Permits for the project:

Proposed Phasing Plan

MTP intends to develop the site as follows:

Phase 1 – Site Work to include: paving, drainage, access, wall, fence and buffer, and development of Parcel C

Phase 2 – Parcels A & B (Parcels A & B may be developed simultaneously with Phase 1).

Proposed List of Permits

City of Tarpon Springs Conditional Use
City of Tarpon Springs Land Use Amendment
City of Tarpon Springs Development Order
City of Tarpon Spring Utility Permitting
FDEP Water Permit
FDEP Sewer Permit (Lift Station & Sewer FM)
ROW Vacation
FDOT Driveway Permit
FDOT Drainage Permit
FDOT Utility Permit (Sewer FM)
SWFWMD Wetland Delineation
SWFWMD Environmental Resource Permit (ERP)