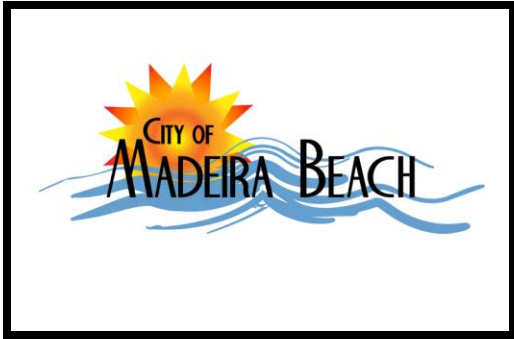




THE CITY OF MADEIRA BEACH, FLORIDA PUBLIC NOTICE

LOCAL PLANNING AGENCY/ PLANNING COMMISSION

The Planning Commission, serving as the Local Planning Agency of the City of Madeira Beach, Florida will meet at the Madeira Beach City Centre Commission Chambers located at 300 Municipal Drive, Madeira Beach, FL 33708, to conduct Public Hearings on the following City business.

7:00 PM

MONDAY, DECEMBER 12, 2016

COMMISSION CHAMBERS

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **ELECTION OF OFFICERS – CHAIRMAN, 1ST VICE CHAIRMAN AND 2ND VICE CHAIRMAN**
- IV. **APPROVAL OF THE MINUTES – JULY 11, 2016 AND SEPTEMBER 12, 2016**
- V. **NEW BUSINESS**

A. ORDINANCE 2017-01 – REZONE FROM PLANNED DEVELOPMENT (PD) TO PLANNED DEVELOPMENT (PD)

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS 15026 MADEIRA WAY, 0 GULF BLVD, 0 150TH AVENUE, 15023 GULF BLVD, 15031 GULF BLVD, 0 MADEIRA WAY, 15000 MADEIRA WAY, 15006 MADEIRA WAY, 15015 MADEIRA WAY, 15040 MADEIRA WAY, 15042 MADEIRA WAY, 0 150TH AVENUE, 200 150TH AVENUE, 206 150TH AVENUE, 210 150TH AVENUE, 212 150TH AVENUE, 352 150TH AVENUE, 388 150TH AVENUE, 390 150TH AVENUE, 410 150TH AVENUE, 420 150TH AVENUE, FROM PLANNED DEVELOPMENT (PD) TO PLANNED DEVELOPMENT (PD) DISTRICT; PROVIDING FOR READING BY TITLE ONLY; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

B. TO CONSIDER THE APPLICATION FOR ENTERING INTO A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MADEIRA BEACH AND MADEIRA BEACH TOWN CENTER, LLC

C. ORDINANCE 2017-02 – ANNUAL UPDATE OF THE CAPITAL IMPROVEMENT PROJECTS

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, UPDATING MADEIRA BEACH'S COMPREHENSIVE PLAN CAPITAL IMPROVEMENT ELEMENT TO ADOPT AN ADDENDUM TO THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FY 2017 THROUGH FY 2021; PROVIDING FOR READING BY TITLE ONLY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES OR

Any person who decides to appeal any decision of Planning Commission serving as the Local Planning Agency with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the City Clerk to transcribe verbatim minutes; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation in order to participate in this meeting should call (727) 391-9951 or fax a written request to (727) 399-1131.

Posted November 29, 2016

PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

VI. PLANNING COMMISSION DISCUSSION

VII. OLD BUSINESS – N/A

VIII. REPORTS

- CITY MANAGER
- CITY ATTORNEY
- PLANNING AND ZONING DIRECTOR

IX. NEXT MEETING : JANUARY 9, 2017

X. ADJOURNMENT

Any person who decides to appeal any decision of Planning Commission serving as the Local Planning Agency with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the City Clerk to transcribe verbatim minutes; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation in order to participate in this meeting should call (727) 391-9951 or fax a written request to (727) 399-1131.

Posted November 29, 2016



PLANNING COMMISSION MEETING
December 12, 2016

I. CALL TO ORDER



PLANNING COMMISSION MEETING
December 12, 2016

II. ROLL CALL



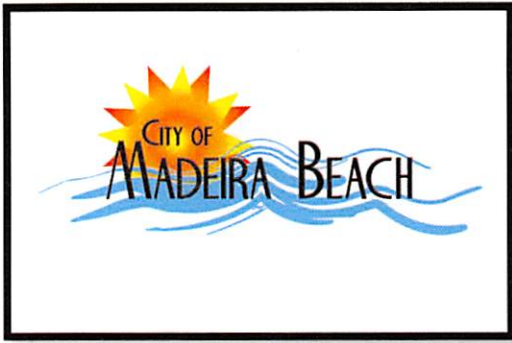
PLANNING COMMISSION MEETING
December 12, 2016

III. ELECTION OF OFFICERS – *Chairman, 1st Vice Chairman and 2nd Vice Chairman*



PLANNING COMMISSION MEETING
December 12, 2016

IV. APPROVAL OF THE MINUTES – July 11, 2016 and September 12, 2016



**THE CITY OF MADEIRA BEACH, FLORIDA
PUBLIC NOTICE**

**LOCAL PLANNING AGENCY
PLANNING COMMISSION
MINUTES**

The Planning Commission, serving as the Local Planning Agency of the City of Madeira Beach, Florida will meet at the Madeira Beach City Centre Commission Chambers located at 300 Municipal Drive, Madeira Beach, FL 33708, to conduct Public Hearings on the following City business.

7:00 P.M.

MONDAY, JULY 11, 2016

COMMISSION CHAMBERS

I. CALL TO ORDER The meeting was called to order at 7:00pm by Chairperson Jim Everett

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Chairperson Jim Everett (Present)
1st Vice-Chair Jeff Brown (Absent)
2nd Vice-Chair Mike Noble (Present)
Commissioner Dennis Carr (Present)

Commissioner David Lawrence (Present)
Commissioner Ann Rasmussen (Present)
Commissioner Ingrid Spilde (Present)

Staff Representatives:

Shane Crawford, City Manager
Michelle Orton, Planning and Zoning Director
Luis Serna, Land Planner with Calvin, Giordano & Associates, Inc.

Tom Trask, City Attorney
John Schaffer, Assistant City Attorney

IV. APPROVAL OF THE MINUTES

Planning Commission Meeting, April 28, 2016

1st Vice-Chair Noble provided a motion to approve the minutes for April 28, 2016. Commissioner Spilde provided the second to the motion. The vote was 5-0 with all members voting "aye".

V. NEW BUSINESS

**A. Ordinance 2016-06
Administrative Waiver
Land Development Regulations Amendment**

Applicant: City of Madeira Beach
Location: City-Wide
Request: Consideration of an amendment to the Land Development Regulations (LDR) to allow for an Administrative Waiver for the City Manager or designee.

Michelle Orton presented the case discussing the advantages for an administrative waiver. Staff recommends approval.

No one was present for public comment regarding this ordinance.

Commissioner Rasmussen made a motion to recommend approval of Ordinance 2016-06.
Commissioner Spilde provided the second to the motion. The vote was 5-0 with all members voting, "aye".

B. Ordinance 2016-07
Concurrency Management
Land Development Regulations Amendment

Applicant: City of Madeira Beach

Location: City-Wide

Request: Consideration of an amendment to the Land Development Regulations (LDR)

Luis Serna presented the case regarding all four of the attached ordinances, to become compliant with Pinellas County's Mobility Management System. Staff recommends approval.

No one was present for public comment regarding this ordinance.

Commissioner Spilde made a motion to recommend approval of Ordinance 2016-07.

Commissioner Carr provided the second to the motion. The vote was 5-0 with all members voting, "aye".

C. Ordinance 2016-08
Transportation Element
Comprehensive Plan Text Amendment

Applicant: City of Madeira Beach

Location: City-Wide

Request: Consideration of an amendment to the Comprehensive Plan Text

Luis Serna presented the case to change the Transportation Element to become compliant with Pinellas County's Mobility Management System. Staff recommends approval.

No one was present for public comment regarding this ordinance.

Commissioner Lawrence made a motion to recommend approval of Ordinance 2016-08.

2nd Vice-Chair Noble provided the second to the motion. The vote was 5-0 with all members voting, "aye".

D. Ordinance 2016-09
Coastal Management Element
Comprehensive Plan Text Amendment

Applicant: City of Madeira Beach

Location: City-Wide

Request: Consideration of an amendment to the Comprehensive Plan Text

Luis Serna presented the case to change the Coastal Management Element to become compliant with Pinellas County's Mobility Management System. Staff recommends approval.

No one was present for public comment regarding this ordinance.

2nd Vice-Chair Noble made a motion to recommend approval of Ordinance 2016-09.

Commissioner Spilde provided the second to the motion. The vote was 5-0 with all members voting, "aye".

E. Ordinance 2016-10
Public Schools Facilities Element
Comprehensive Plan Text Amendment

Applicant: City of Madeira Beach
Location: City-Wide
Request: Consideration of an amendment to the Comprehensive Plan Text

Luis Serna presented the case to change the Public Schools Facilities Element to become compliant with Pinellas County's Mobility Management System. Staff recommends approval.

No one was present for public comment regarding this ordinance.

Commissioner Rasmussen made a motion to recommend approval of Ordinance 2016-10.
2nd Vice-Chair Noble provided the second to the motion. The vote was 5-0 with all members voting, "aye".

VI. PLANNING DISCUSSION

City Manager took the time to thank Chairperson Everett & 1st Vice-Chair Brown for their service on the Planning Commission.

Chairperson Everett thanked the City for allowing him to serve on the Planning Commission.

Michelle Orton, Planning and Zoning Director thanked everyone for making her feel welcome and she also thanked Gwen Sinkfield, Assistant to Planning and Zoning for keeping us on track.

The City Manager thanked Michelle and Gwen for keeping everything on track.

VII. OLD BUSINESS None

VIII. REPORTS None

IX. NEXT MEETING August 8, 2016

X. ADJOURNMENT 7: 44 pm

Date Approved: December 12, 2016

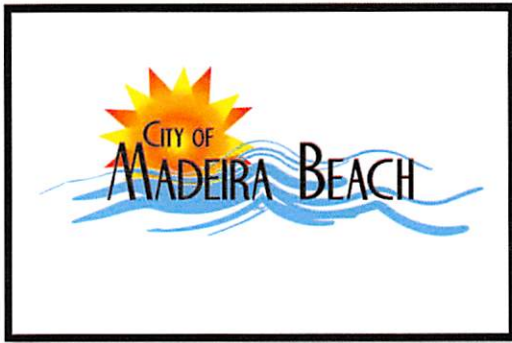
Respectfully submitted:

Mike Noble, 1st Vice-Chair; in behalf of Jim Everett, Chairperson

Date

Gwen Sinkfield, Administrative Assistant to Planning/Zoning

Date



**THE CITY OF MADEIRA BEACH, FLORIDA
PUBLIC NOTICE**

**LOCAL PLANNING AGENCY
PLANNING COMMISSION
MINUTES**

The Planning Commission, serving as the Local Planning Agency of the City of Madeira Beach, Florida will meet at the Madeira Beach City Centre Commission Chambers located at 300 Municipal Drive, Madeira Beach, FL 33708, to conduct Public Hearings on the following City business.

7:00 P.M.

MONDAY, SEPTEMBER 12, 2016

COMMISSION CHAMBERS

I. CALL TO ORDER The meeting was called to order at 7:00pm by 2nd Vice-Chair Mike Noble

II. ROLL CALL

Chairperson (None)

1st Vice-Chair (None)

2nd Vice-Chair Mike Noble (Present)

Commissioner Dennis Carr (Present)

Commissioner Robin Biloski (Absent)

Commissioner Ann Rasmussen (Present)

Commissioner Ingrid Spilde (Present)

Commissioner Sonny Fylnn (Present)

Commissioner David Lawrence (Absent)

Staff Representatives:

Shane Crawford, City Manager

Michelle Orton, Planning and Zoning Director

Tom Trask, City Attorney

III. PLANNING COMMISSION- SWEARING IN OF NEW MEMBERS

Tom Trask swore in 2nd Vice-Chair Mike Noble

IV. NEW BUSINESS

A. Ordinance 2016-11

Floodplain Management

Land Development Regulations Amendment

Applicant: City of Madeira Beach

Location: City-Wide

Request: Consideration of an amendment to the Land Development Regulations (LDR)

Michelle Orton presented the case discussing requirements to adopt Floodplain Management.

Staff recommends approval.

No one spoke for public comment regarding this ordinance.

Commissioner Spilde made a motion to recommend approval to Ordinance 2016-11.

Commissioner Rasmussen provided the second to the motion. The vote was 5-0 with all members voting, "aye".

B. Ordinance 2016-12

Definition – Condo – Hotel

Land Development Regulations Amendment

Applicant: City of Madeira Beach

Location: City-Wide

Request: Consideration of an amendment to the Land Development Regulations (LDR)

Michelle Orton presented the case regarding changes to the Condo-Hotel definition as presented.

Staff recommends approval.

Public Comment:

- Luis Serna, Land Planner Calvin, Giordano & Associates Inc., Feather Sound Corporate Center, 13535 Feather Sound Drive, Suite 135, Clearwater, FL 33762 spoke on Ordinance 2016-12 and clarified the meaning of the ordinance and the pros and cons.
- Jack Bodziak, Architect, Design Firm, 2527 Central Ave., St. Petersburg, FL 33713 spoke on Ordinance 2016-12 said it falls under the hotel regulations and he does not agree to central reservation.
- Jeff Beggins, Century 21, 1511 Gulf Blvd, Indian Rocks Beach, FL 33785 spoke on Ordinance 2016-12 and agreed to the 90 days but would like to remove the between stays for tourist.
- Bill Karnes, Karnes Enterprises 286 107th Ave., Treasure, Island, FL 33706 spoke on Ordinance 2016-12 and does not agree to the central reservation.
- Jim Beggins, Century 21, St Pete Beach Office, 5050 Gulf Blvd, St Pete Beach, FL 33706 requested a reservation system instead of a central reservation system.

Commissioner Rasmussen made a motion to recommend approval of Ordinance 2016-12 with the exception to remove the word “Central” to Reservation System. Commissioner Spilde provided the second to the motion. The vote was 5-0 with all members voting, “aye”.

V. PLANNING COMMISSION DISCUSSION None

VI. OLD BUSINESS None

VII. REPORTS

- **CITY ATTORNEY** Elections, need nominations for Chair and Vice Chairs for next meeting
- **PLANNING AND ZONING DIRECTOR** None

VIII. NEXT MEETING October 10, 2016

IX. ADJOURNMENT 8:12 pm

Date Approved: December 12, 2016

Respectfully submitted:

Mike Noble, 1st Vice-Chair

Gwen Sinkfield, Administrative Assistant to Planning/Zoning

Date

Date



PLANNING COMMISSION MEETING
December 12, 2016

V. NEW BUSINESS

A. ORDINANCE 2017-01 – REZONE FROM PLANNED DEVELOPMENT (PD) TO PLANNED DEVELOPMENT (PD)

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS 15026 MADEIRA WAY, 0 GULF BLVD, 0 150TH AVENUE, 15023 GULF BLVD, 15031 GULF BLVD, 0 MADEIRA WAY, 15000 MADEIRA WAY, 15006 MADEIRA WAY, 15015 MADEIRA WAY, 15040 MADEIRA WAY, 15042 MADEIRA WAY, 0 150TH AVENUE, 200 150TH AVENUE, 206 150TH AVENUE, 210 150TH AVENUE, 212 150TH AVENUE, 352 150TH AVENUE, 388 150TH AVENUE, 390 150TH AVENUE, 410 150TH AVENUE, 420 150TH AVENUE, FROM PLANNED DEVELOPMENT (PD) TO PLANNED DEVELOPMENT (PD) DISTRICT; PROVIDING FOR READING BY TITLE ONLY; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.



**MADEIRA BEACH
LOCAL PLANNING AGENCY/PLANNING COMMISSION
DECEMBER 12, 2016 – AGENDA MEMO**

FROM: Michelle Orton, CFM
Planning and Zoning Director

SUBJECT: FIRST READING OF ORDINANCE NO. 2017-01 REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS 15026 MADEIRA WAY, 0 GULF BLVD, 0 150th AVENUE, 15023 GULF BLVD, 15031 GULF BLVD, 0 MADEIRA WAY, 15000 MADEIRA WAY, 15006 MADEIRA WAY, 15015 MADEIRA WAY, 15040 MADEIRA WAY, 15042 MADEIRA WAY, 0 150th AVENUE, 200 150th AVENUE, 206 150th AVENUE, 210 150th AVENUE, 212 150th AVENUE, 352 150th AVENUE, 388 150th AVENUE, 390 150th AVENUE, 410 150th AVENUE, 420 150th AVENUE, FROM PLANNED DEVELOPMENT (PD) DISTRICT TO PLANNED DEVELOPMENT (PD) DISTRICT.

REQUEST The applicant is seeking to rezone 6.69 acres that are located on the northwest side of 150th Avenue (Tom Stuart Causeway), from Gulf Boulevard to the City's Causeway Park including both sides of Madeira Way. The request will rezone the property from Planned Development (PD) District to Planned Development (PD) District. This request is to revise the previous PD Planned Development District that was approved by the Board of Commissioners on June 14, 2016. The request will provide for the development of a mixed-use project that will include 316 hotel rooms, 90 condominium units, and 53,000 square feet of commercial area including a marina.

**PROPERTY OWNERS/
APPLICANT:**

Madeira Beach Town Center, LLC
286 107th Avenue, Suite 300
Treasure Island, FL 33706

Madeira Commons, Inc.
C/O Ross Realty
4401 West Kennedy Boulevard, Suite 100
Tampa, FL 33609

**PARCEL ID NUMBERS/
ADDRESSES:**

15015 Madeira Way
(Parcel ID No. 09-31-15-54180-000-0020)
0 Madeira Way
(Parcel ID No. 09-31-15-00000-130-1600)
200 150th Avenue
(Parcel ID No. 09-31-15-00000-130-1500)
206 150th Avenue

352 150th Avenue
(Parcel ID No. 09-31-15-00000-140-1000)
388 150th Avenue
(Parcel ID No. 09-31-15-00000-140-0900)
390 150th Avenue
(Parcel ID No. 09-31-15-00000-140-0700)
410 150th Avenue

(Parcel ID No. 09-31-15-00000-130-1700)
210 150th Avenue
(Parcel ID No. 09-31-15-00000-130-1800)
212 150th Avenue
(Parcel ID No. 09-31-15-00000-130-1900)
15031 Gulf Boulevard
(Parcel ID No. 09-31-15-00000-130-0900)
15023 Gulf Boulevard
(Parcel ID No. 09-31-15-00000-130-1000)
15042 Madeira Way
(Parcel ID No. 09-31-15-00000-130-1100)
15040 Madeira Way
(Parcel ID No. 09-31-15-54180-000-0013)
15006 Madeira Way
(Parcel ID No. 09-31-15-54180-000-0010)

(Parcel ID No. 09-31-15-00000-140-0600)
420 150th Avenue
(Parcel ID No. 09-31-15-00000-140-0500)
0 150th Avenue
(Parcel ID No. 09-31-15-00000-140-0400)
15000 Madeira Way
(Parcel ID No. 09-31-15-00000-130-1200)
0 150th Avenue
(Parcel ID No. 09-31-15-00000-420-0100)
0 Gulf Boulevard
(Parcel ID No. 09-31-15-00000-420-0200)
15026 Madeira Way
(Parcel ID No. 09-31-15-54180-000-0012)

**CURRENT ZONING/
LAND USE DESIGNATION:**

Planned Development Zoning District/
Planned Redevelopment Mixed-Use Land Use

PRESENT USE: Retail Commercial

FLOOD ZONE: AE and Base Flood Elevations of 10' and 11'

SITE AREA: 6.69 +/- ACRES

PROPOSED USE:

The proposal is for a mixed-use project that will include two hotels (316 rooms), two condominium buildings (90 units, 10 units on top of Hotel B), 37,000 square feet of retail space, 16,000 square feet of restaurant space and a marina. The proposed project is located on both sides of Madeira Way, Gulf Boulevard and Tom Stuart Causeway (150th Avenue).

The project will feature a publicly accessible plaza at the Gulf Boulevard/150th Avenue intersection, pedestrian accesses to Boca Ciega Bay, a pedestrian bridge over Gulf Boulevard, and pedestrian enhancements along Madeira Way and 150th Avenue to the City's Causeway Park. The plan also includes off-site roadway improvements that are included in the Development Agreement.

BACKGROUND:

On September 21, 2009, the Madeira Beach Town Center Special Area Plan (SAP) was approved by the Board of Commissioners. This SAP was created because the downtown area lacked a cohesive identity and sense of place to attract residents and visitors. Under this plan, the area would be a vibrant place to live, work and play. The vibrancy would be apparent to motorists entering the City from the mainland along the Causeway, as well as to the residents and tourist who use the Town Center as a gathering place to eat, shop, and make use of the civic services in the area.

The SAP contains tools and strategies that will guide redevelopment in areas that are strategically important not only for the City but for Pinellas County as well. It includes an analysis of existing conditions, a review of issues and objectives for the Town Center, recommends land uses and design guidelines to inform future development. It also provides a list of recommended actions for implementation.

In 2007, the City amended its Comprehensive Plan to include the Planned Redevelopment – Mixed Use (PR-MU) land use category with the intention for use in this Town Center. In order to use this designation a SAP needed to be included. This SAP was written to serve the role and provide support for the Town Center as PR-MU on the Future Land Use Map in the Madeira Beach Comprehensive Plan. This plan includes five districts, Causeway, Commercial Core, Beachfront, Peninsula and Transition that carry out the objective of the SAP.

The proposed PD is located in the Causeway and Commercial Core Districts. These two districts require the following design criteria;

- First story commercial activity to be required
- Inter-parcel access is required for properties north of Madeira Way
- Access should be off of a street other than Gulf Boulevard where possible
- Properties qualify for shared parking provisions
- All buildings shall be a minimum of two stories
- Require easement for Bayfront walk on Boca Ciega Bay
- No parking is required for the triangle of properties bounded by Madeira Way, Gulf Boulevard, and 150th Avenue
- Require pedestrian easement from 1st Street east to Municipal Drive for the triangle of properties in the parking waiver area bounded by Madeira Way, Gulf Boulevard, and 150th Avenue
- Consider a pedestrian easement across proposed redevelopment of the Carter property to provide access between the parking garage and the civic building area
- Residential and/or temporary lodging units must be located on an upper floor
- Inter-parcel access is required for all properties
- Properties qualify for shared parking provisions.

Additional standards for the SAP in the Commercial Core and Causeway Districts address building setbacks, outdoor dining and display, parking lot location and size, parking lot landscaping, off-street service and loading areas, and architectural guidelines.

REVIEW BY LOCAL PLANNING AGENCY:

As required by Sec. 110-391 of the Land Development Regulations, review of the rezoning application by the Local Planning Agency (LPA) is required to ensure that the following zoning standards are met and shall recommend denial of the application if the following standards are not met. The following criteria shall be used to make such assignments and to make changes in assignments, whether initiated by the city or by a property owner.

- (1) *Consistency with the comprehensive plan.* All zoning district assignments shall be consistent with the comprehensive plan, including the future land use map and future land use element goals, objectives and policies. The zoning district assigned shall be consistent with the land use category of the future land use map.

Analysis: The subject parcels are located in the Planned Redevelopment Mixed-Use Future Land use category which is further implemented through the Madeira Beach Town Center Special Area Plan (SAP). The Future Land Use district establishes a maximum density of 15 residential units per acre and 60 temporary lodging units per acre. A maximum Floor Area Ratio (FAR) of .55 and Impervious Surface

Ratio (ISR) of .70 for the Causeway District and FAR of 1.2 and ISR of .85 for the Commercial Core District. The proposed project of 6.69 acres meets the requirements as set forth in the Town Center SAP.

- (2) *Land use compatibility.* The assigning of zoning districts shall promote the compatibility of adjacent land uses.

Analysis: The project proposes mixed-use development on parcels that are currently retail and restaurant. However, the site is surrounded by a variety of uses including other commercial businesses and multi-family residential developments that are compatible with this mixed-use project.

Although the proposed concept plan will permit development that is taller than the existing uses on the property, the project is not directly adjacent to residential developments that are lower in height. Across the street (Gulf Boulevard) from the project is an existing 11 story multi-family residential development.

- (3) *Adequate public facilities.* The assigning of zoning districts shall be consistent with the public facilities available to set the types of uses allowed in the proposed zoning district. The level of service standards shall be considered in assigning zoning districts and there shall be reasonable assurance that the demand for services allowed in the proposed zoning district can be met.

Analysis: The applicants have coordinated the conceptual development plans with Pinellas County Engineering, the Florida Department of Transportation (FDOT), and the Southwest Florida Water Management District (SWFWMD). The applicants have submitted a traffic study for the development to FDOT and the City demonstrating there will be no change in the level of service with the proposed development. The applicants have met with FDOT to discuss the future improvements required by the department and the improvements are shown on the conceptual drawings for the development. Also, the applicants have had a pre-application meeting with SWFWMD to determine the on-site stormwater management facility permitting requirements. Certificates of concurrency and outside agency permitting will need to be obtained prior to any development taking place on the site.

- (4) *Public interest.* Zoning district designations shall not be in conflict with the public interest and will promote the public health, safety and welfare.

Analysis: The proposed development of hotels, condos, retail and restaurants will enhance the tourist industry for Madeira Beach and its local businesses. The proposed development has been determined to be consistent with the type of development that is specifically provided for in the Madeira Beach Town Center SAP. The development will help provide needed redevelopment in the Town Center area.

- (5) *Consistency with land development regulations.* Zoning district designations shall be consistent with the purpose and intent of these land development regulations.

Analysis: The PD, Planned Development District is intended to accommodate integrated and well-designed developments in accordance with approved development plans. The district is intended to offer flexibility of design and to encourage imaginative, functional, high-quality land planning development for those uses consistent with the applicable Future Land Use Plan category and which are compatible with adjacent and nearby lands and activities.

BUDGETARY

IMPACT: N/A

STAFF

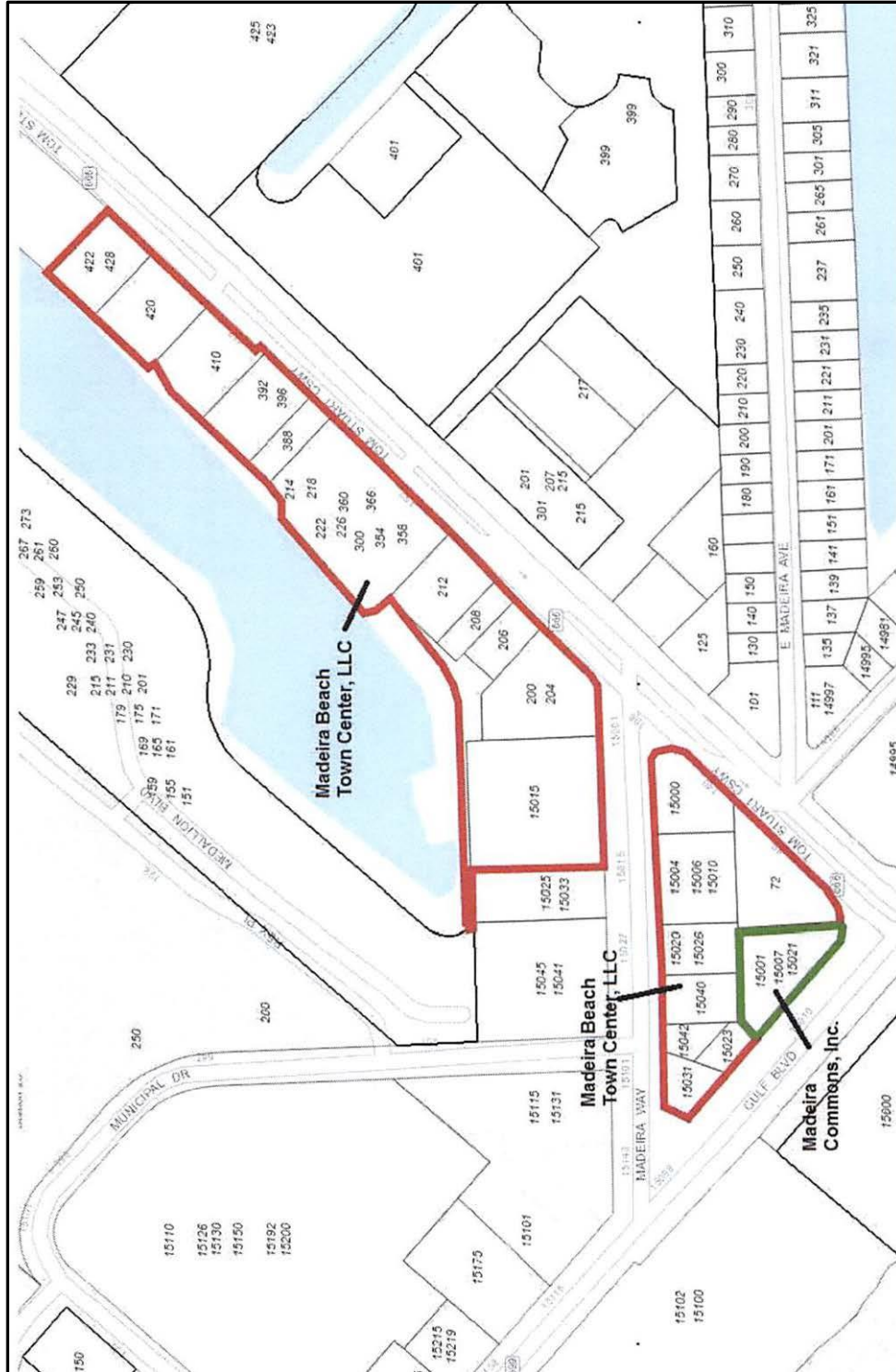
RECOMMENDATION: Staff has reviewed the application for compliance with the review criteria of Sec. 110-391 of the Land Development Regulations. Based on this review,

staff recommends that the Local Planning Agency/Planning Commission recommend **APPROVAL** of the proposed PD, Planned Development Zoning District to the specific provisions and conditions as set forth in the accompanying Development Agreement. A recommendation for approval would schedule a first BOC reading on January 10, 2017, and contingent on first reading approval, the second and final BOC reading on February 14, 2017.

ATTACHMENT(S):

Location Map
Ordinance 2017-01
Rezoning Application
Legal Notice/Tampa Bay Proof
Public Notice/Mailing labels

LOCATION MAP
MADERIRA BEACH TOWN CENTER, LLC AND MADEIRA COMMONS,
INC.



ORDINANCE 2017-01

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS 15026 MADEIRA WAY, 0 GULF BLVD, 0 150th AVENUE, 15023 GULF BLVD, 15031 GULF BLVD, 0 MADEIRA WAY, 15000 MADEIRA WAY, 15006 MADEIRA WAY, 15015 MADEIRA WAY, 15040 MADEIRA WAY, 15042 MADEIRA WAY, 0 150th AVENUE, 200 150th AVENUE, 206 150th AVENUE, 210 150th AVENUE, 212 150th AVENUE, 352 150th AVENUE, 388 150th AVENUE, 390 150th AVENUE, 410 150th AVENUE, 420 150th AVENUE, FROM PLANNED DEVELOPMENT (PD) DISTRICT TO PLANNED DEVELOPMENT (PD) DISTRICT; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

WHEREAS, the applicant has requested that said property be rezoned to become a PD, Planned Development District; and

WHEREAS, The City of Madeira Beach Comprehensive Plan has been amended to establish the need and basis to further the tourism industry and provide additional flexibility for other types of land use; and the PD, Planned Development District is intended to accommodate integrated and well-designed developments in accordance with approved development plans; and

WHEREAS, the PD, Planned Development District is also intended to offer flexibility of design and to encourage imaginative, functional, high-quality land planning development for mixed uses and multiple buildings, which is compatible with adjacent and nearby lands and activities; and

WHEREAS, the land proposed for development under the PD, Planned Development District may contain a mixture of residential, commercial, recreational and other uses, as permitted by the land use designation on the site; and

WHEREAS, the zoning designation of PD, Planned Development District is compatible to the Resort Facilities Medium (RFM), Future Land Use Category; and

WHEREAS, the property owners of the subject property identified in the legal description and further identified as Parcel I.D.'s # 09-31-15-54180-000-0020, 09-31-15-00000-130-1600, 09-31-15-00000-130-1500, 09-31-15-00000-130-1700, 09-31-15-00000-130-1800, 09-31-15-00000-130-1900, 09-31-15-00000-140-1000, 09-31-15-00000-140-0900, 09-31-15-00000-140-0700, 09-31-15-00000-140-0600, 09-31-15-00000-140-0500, 09-31-15-00000-140-0400, 09-31-15-00000-130-0900, 09-31-15-00000-130-1000, 09-31-15-00000-130-1100, 09-31-15-54180-000-0013, 09-31-15-54180-000-0010, 09-31-15-00000-130-1200, 09-31-15-00000-420-0200, 09-31-15-00000-420-0100, 09-31-15-54180-000-0012, and have applied for a change in zoning from PD, Planned Development District, to PD, Planned Development District; and

WHEREAS, the Planning Commission serving as the Local Planning Agency of the City of Madeira Beach has duly considered the type of zoning on said real property, and has recommended that the zoning request be granted; and

WHEREAS, the Board of Commissioners has reviewed this rezoning request and finds that a rezoning of the subject property from PD, Planned Development District, to PD, Planned Development District through an approved Development Agreement to be in the best interest of the City.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AS FOLLOWS:

- SECTION 1:** That the subject property described herein be rezoned from PD, Planned Development District, to PD, Planned Development District, and that any subsequent proposed development be regulated through the Development Agreement process.
- SECTION 2:** That the provisions of this Ordinance shall be deemed severable. If any part of the Ordinance is deemed unconstitutional, it shall not affect the constitutionality of other portions of the Ordinance.
- SECTION 3:** That all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance be hereby repealed insofar as the same affect this Ordinance.
- SECTION 4:** That this Ordinance shall be in full force and effect upon adoption in the manner provided by law, and concurrent with an approved Development Agreement.

**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF MADEIRA BEACH, FLORIDA,
THIS ____ DAY OF _____, 2017**

APPROVED AS TO FORM:

Thomas J. Trask
City Attorney

Travis Palladeno
Mayor

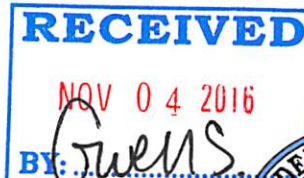
ATTEST:

Aimee Servedio
City Clerk



CITY OF MADEIRA BEACH

PLANNING AND ZONING DEPARTMENT
300 MUNICIPAL DRIVE ♦ MADEIRA BEACH, FLORIDA 33708
(727) 391-9951 EXT. 255 ♦ FAX (727) 399-1131
EMAIL TO: planning@madeirabeachfl.gov



REZONING APPLICATION FOR PLANNED DEVELOPMENT

☒ Zoning Change.....\$1,000.00

☐ Land Use Change.....\$1,000.00

*(If Applicant is NOT the property owner, signed and notarized authorization of this rezoning application from the land owner must be submitted with the rezoning application materials)

*Applicant: Name and Address

MADEIRA BEACH TOWN CENTER LLC

286 107TH AVE STE 300

TREASURE ISLAND FL 33706

*Property Owner: Name and Address

SEE ATTACHED EXHIBIT A

Telephone: 727-367-3000

Email: wkarns@karnsenterprises.com

Telephone: _____

Email: _____

Application for the property located at: (Street Address or location of the vacant lot)

Parcels located along north side of 150th Avenue east of Gulf Boulevard as shown in attached sketch

Legal Description:

SEE ATTACHED EXHIBIT B which includes a list of Parcel ID numbers and legal descriptions

Approximate Lot Area: 6.7 ac Width: varies ft. Depth: varies ft.

Present Use:

Retail commercial businesses and eating establishments

Proposed Use:

MIXED USE - COMMERCIAL, RESIDENTIAL, TEMPORARY LODGING, RETAIL, MARINA

***REQUIRED:** Please attach required supporting materials (i.e. Survey, Narrative Response to the criteria upon which a rezoning to Planned Development is determined (see attached page), and any other materials the applicant wishes to present.*

DISCLAIMER: According to Florida Statutes, Chapter 119, it is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. All documents and information not specified in F.S. 119.071 and 119.0713 are subject to public record requests.

Please review the below section on Reimbursement of expenses, the applicant will be responsible for all fees listed below:

Madeira Beach Code of Ordinances

Sec. 110-390. - Reimbursement of expenses.

The applicant shall provide for reimbursement of all expenses incurred by the city, deemed necessary by the city manager or his/her designee, to review and process a planned development (PD) district.

Expenses may include, but are not limited to any technical, engineering, planning, landscaping, surveying, legal or architectural services, and advertising.

Within 30 days of the date of receipt of any invoice for such services, the applicant shall reimburse the city for such costs. Failure by the applicant to make such reimbursement when due shall delay the recording of the approved development order, until paid.

(Ord. No. 1040, § 1, 4-26-05; Ord. No. 1072, § 6, 3-28-06)

Continue to next page...

ALL REZONING APPLICATIONS FOR PLANNED DEVELOPMENT DISTRICT SHALL SUBMIT A RESPONSE TO THE CRITERIA LISTED BELOW:

1. Consistency with the Comprehensive Plan. All zoning district assignments shall be consistent with the comprehensive plan, including the future land use map and future land use element goals, objectives and policies. The zoning district assigned shall be consistent with the land use category of the future land use map.

SEE ATTACHED EXHIBIT C

2. Land Use Compatibility. The assigning of zoning districts shall promote the compatibility of adjacent land uses.

SEE ATTACHED EXHIBIT C

3. *Adequate Public Facilities.* The assigning of zoning districts shall be consistent with the public facilities available to set the types of uses allowed in the proposed zoning district. The level of service standards shall be considered in assigning zoning districts and there shall be reasonable assurance that the demand for services allowed in the proposed zoning district can be met.

SEE ATTACHED EXHIBIT C

4. Public Interest. Zoning district designations shall not be in conflict with the public interest and will promote the public health, safety and welfare.

SEE ATTACHED EXHIBIT C

5. Consistency with Land Development Regulations. Zoning district designations shall be consistent with the purpose and intent of these Land Development Regulations

SEE ATTACHED EXHIBIT C

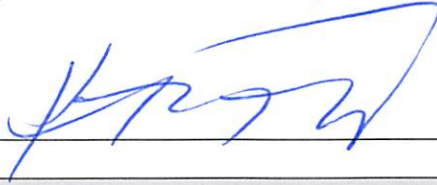
CERTIFICATION

I hereby certify that I have read and understand the contents of this application, and that this application, together with all supplemental data and information, is a true representation of the facts concerning this request; that this application is made with my approval, as owner and applicant, as evidenced by my signature below.

It is hereby acknowledged that the filing of this application does not constitute automatic approval of the request; and further, if the request is approved, I will obtain all the necessary permits and comply with all applicable orders, codes, conditions, rules and regulations pertaining to the subject property.

I have received a copy Ordinance 1040 (attached), read and understand the reasons necessary for granting this application and the procedure, which will take place at the Public Hearing.

Property Owner's Signature: _____



Date: _____

10/4/2016

STATE OF FLORIDA

COUNTY OF PINELLAS

Before me, this 4th day of November, 2016, appeared in person

Kevin R. Bowden, Manager, _____ who, being sworn, deposes and says that the forgoing
(name of property owner)

is true and correct certification and who is _____ personally know to me or has
produced _____ as identification.



(notary signature)

Commission Expires: _____
Stamp



NOTICE: Persons are advised that, if they decide to appeal any decision made at this hearing, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

DISCLAIMER: According to Florida Statutes, Chapter 119, it is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. All documents and information not specified in F.S. 119.071 and 119.0713 are subject to public record requests.

EXHIBIT "A" TO REZONING APPLICATION

LIST OF PROPERTY OWNERS

1. Madeira Beach Town Center, LLC
286 - 107th Avenue, Suite 300
Treasure Island, FL 33706

Parcel Numbers:

09-31-15-54180-000-0020
09-31-15-00000-130-1600
09-31-15-00000-130-1500
09-31-15-00000-130-1700
09-31-15-00000-130-1800
09-31-15-00000-130-1900
09-31-15-00000-140-1000
09-31-15-00000-140-0900
09-31-15-00000-140-0700
09-31-15-00000-140-0600
09-31-15-00000-140-0500
09-31-15-00000-140-0400
09-31-15-00000-130-0900
09-31-15-00000-130-1000
09-31-15-00000-130-1100
09-31-15-54180-000-0013
09-31-15-54180-000-0010
09-31-15-00000-130-1200
09-31-15-00000-420-0100
09-31-15-54180-000-0012

2. Madeira Commons, Inc.
c/o Ross Realty
4401 West Kennedy Blvd., Suite 100
Tampa, FL 33609
Parcel Number: 09-31-15-00000-420-0200

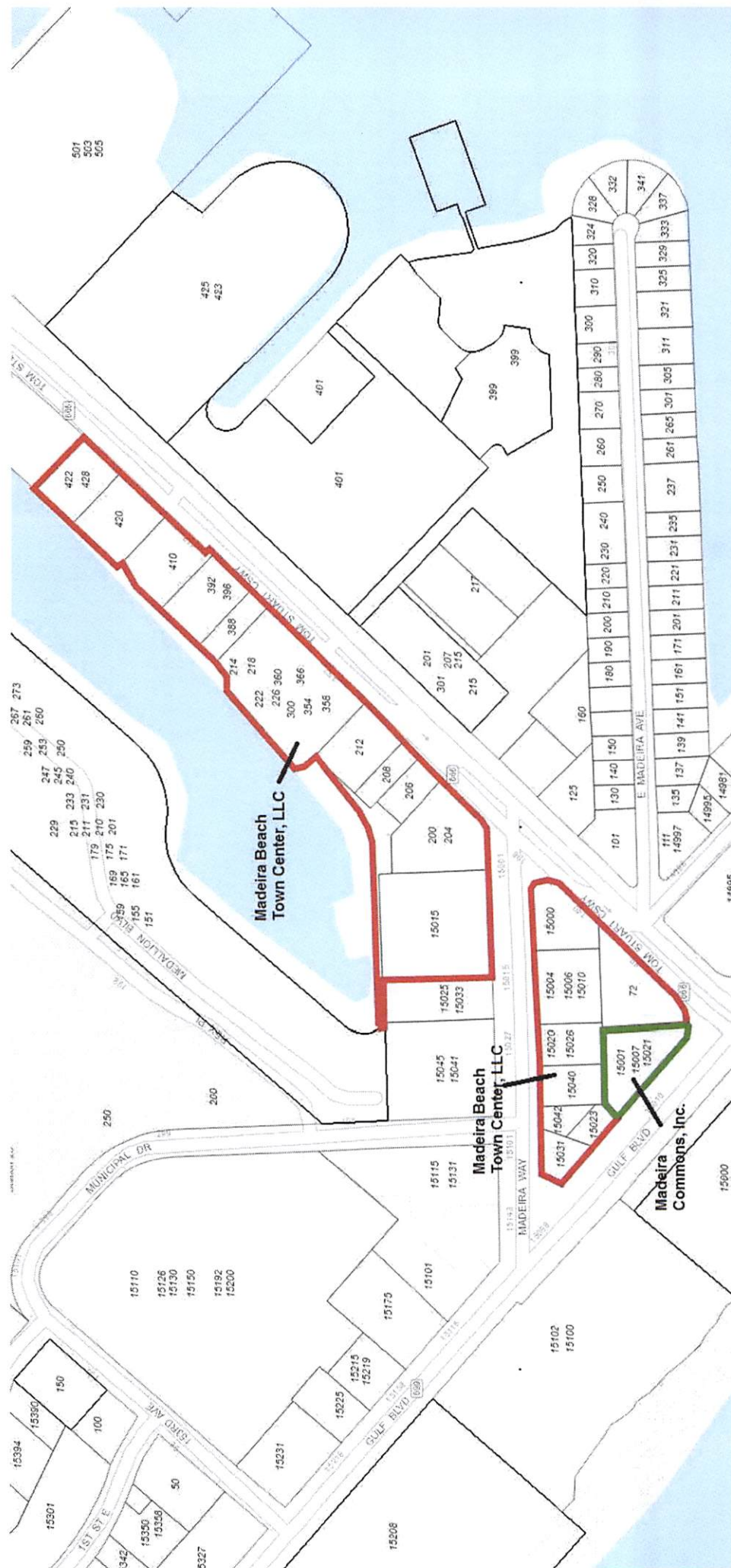


EXHIBIT "B"
TO REZONING APPLICATION

LIST OF PROPERTY PARCEL ID NUMBERS

09-31-15-54180-000-0020
09-31-15-00000-130-1600
09-31-15-00000-130-1500
09-31-15-00000-130-1700
09-31-15-00000-130-1800
09-31-15-00000-130-1900
09-31-15-00000-140-1000
09-31-15-00000-140-0900
09-31-15-00000-140-0700
09-31-15-00000-140-0600
09-31-15-00000-140-0500
09-31-15-00000-140-0400

09-31-15-00000-130-0900
09-31-15-00000-130-1000
09-31-15-00000-130-1100
09-31-15-54180-000-0013
09-31-15-54180-000-0010
09-31-15-00000-130-1200
09-31-15-00000-420-0200
09-31-15-00000-420-0100
09-31-15-54180-000-0012

LEGAL DESCRIPTIONS OF PARCELS ON FOLLOWING 5 PAGES

Legal Description of the Land

PARCEL 1A:

From the point of intersection of the South line of Government Lot 1, Section 9, Township 31 South, Range 15 East, Pinellas County, Florida (as established by Agreement recorded in Deed Book 662, Page 41, of the public records of said County), with the centerline of State Road No. 233, said road also being locally known as Welch Causeway or 150th Avenue, as a point of reference, thence South 88°04'07" West, along the South line of said Government Lot 1, a distance of 55.93 feet to an intersection with a Northwesterly right-of-way line of said Welch Causeway and the POINT OF BEGINNING; thence continue South 88°04'07" West, along the South line of said Government Lot 1, a distance of 182.83 feet; thence leaving said South line, North 01°55'53" West, 120.00 feet to an intersection with the South right-of-way of Madeira Way (an 80 foot right-of-way); thence North 88°04'07" East, along said South right-of-way of Madeira Way, 246.60 feet to a point on a curve; thence along the arc of a curve to the right, concave to the West, radius 30 feet, arc 53.76 feet, chord South 07°24'29" East, 46.85 feet to the end of said curve; thence South 46°08'32" East, 5.00 feet to an intersection with the aforementioned Northwesterly right-of-way line of said Welch Causeway; thence South 43°51'28" West, along the Northwesterly right-of-way line of said Welch Causeway, 100.07 feet to the aforementioned mentioned POINT OF BEGINNING.

PARCEL 1B:

From the point of intersection of the South line of Government Lot 1, Section 9, Township 31 South, Range 15 East, Pinellas County, Florida (as established by Agreement recorded in Deed Book 662, Page 41, of the public records of said County), with the centerline of State Road No. 233, said road also being locally known as Welch Causeway or 150th Avenue, as a point of reference, thence South 88°04'07" West, along the South line of said Government Lot 1, a distance of 313.76 feet to the POINT OF BEGINNING; thence continue South 88°04'07" West, along the South line of said Government Lot 1, a distance of 76.54 feet; thence leaving said South line, South 41°20'20" West, 31.65 feet to an intersection with the Northeasterly right-of-way of Gulf Boulevard (State Road No. 699, a 100 foot right-of-way); thence North 48°39'40" West, along said Northeasterly right-of-way of Gulf Boulevard, 161.69 feet; thence leaving said Northeasterly right-of-way of Gulf Boulevard, North 25°34'45" East, 36.32 feet to an intersection with the South right-of-way of Madeira Way (an 80 foot right-of-way); thence North 88°04'07" East, along said South right-of-way of Madeira Way, 199.20 feet; thence leaving said South right-of-way, South 01°55'53" East, 120.00 feet to the aforementioned mentioned POINT OF BEGINNING.

PARCEL 2:

That following described portion of Government Lot 1, in Section 9, Township 31 South, Range 15 East, Pinellas County, Florida, described as follows:

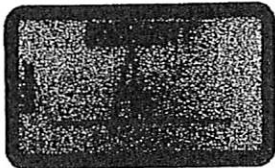
From the Northwest corner of Tract B, MADEIRA BEACH COMMERCIAL CENTER, recorded in Plat Book 26, page 52, of the public records of Pinellas County, Florida, as a point of reference; thence North 88°04'07" East, along the Northerly line of said tract, 169.40 feet to the POINT OF BEGINNING; thence North 01°55'53" West, 8.85 feet to an intersection with the waters of Boca Ciega Bay, said point hereinafter being referred to as Point "A" for convenience; return thence to the POINT OF BEGINNING; thence North 88°04'07" East, along the North line of said tract, 88.60 feet; thence leaving said line South 10°55'53" East, 200.00 feet to an intersection with the Northerly right-of-way line of Madeira Way (an 80 foot right-of-way); thence North 88°04'07" East, along said line 268.46 feet to an intersection with the northerly right-of-way line of State Road No. 233, also known locally as Welch Causeway or 150th Avenue; thence along right-of-way line by the following 11 courses: 1) North 62°54'59" East, 21.34 feet; 2) North 43°51'28" East, 160.76 feet to a point of curve; 3) Along the arc of a curve to the right, radius 505.00 feet, arc 68.10 feet, chord North 47°43'17" East, 68.05 feet to a point of reverse curve; 4) Along the arc of a curve to the left, radius 495.00 feet, arc 66.76 feet, chord North 47°43'17" East, 66.71 feet to a point of tangency; 5) North 43°51'28" East, 404.97 feet; 6) North 46°08'32" West, 3.00 feet; 7) North 43°51'28" East, 243.17 feet, to a point of curve; 8) Along the arc of a curve to the left, radius 3777.72 feet, arc 492.10 feet, chord North 40°07'33" East, 491.76 feet to the point of reverse curve; 9) Along the arc of a curve to the right, radius 3861.72 feet, arc 81.14 feet, chord North 36°59'46" East, 81.14 feet; 10) North 52°24'07" West, 58.00 feet to a point on a curve; 11) Along the arc of a curve to the right, concave to the Southeast, radius 3919.72 feet, arc 95.95 feet, chord North 38°17'58" East, 95.95 feet; thence leaving said line North 46°08'32" West, 38.84 feet to the aforementioned waters of Boca Ciega Bay; thence Southwesterly and Westerly along said waters and binding therewith to the aforementioned Point "A"; LESS AND EXCEPT any part thereof lying within Order of Taking recorded in Official Records Book 1042, page 380, as amended by Order recorded in Official Records Book 1139, page 599, and Order recorded in Official Records Book 1691, page 514, all of the public records of Pinellas County, Florida; ALSO LESS AND EXCEPT those lands deeded to the City of Madeira Beach, Florida, a political subdivision of the State of Florida by Warranty Deed recorded in Official Records Book 11243, page 456, of the public records of Pinellas County, Florida; ALSO LESS AND EXCEPT any part thereof lying within the lands described in Order of Taking recorded in Official Records Book 4426, page 489, as amended by Supplemental Order of Taking as to Parcel 148, recorded in Official Records Book 4585, page 229, both of the public records of Pinellas County, Florida.

PARCEL ID NUMBER: 09-31-15-54180-000-0012

LEGAL DESCRIPTION

The East 75 feet of the West 150.01 feet of Tract A, Madeira Beach Commercial Center, according to the plat thereof, as recorded in Plat Book 26, Page 52, of the Public Records of Pinellas County, Florida.

PARCEL ID NO.: 09-31-15-00000-420-0100



A parcel of land being a part of Government Lot 2, in Section 9, Township 31 South, Range 15 East, Pinellas County, Florida, and being more particularly described as follows:

For a Point of Beginning, begin at the intersection of the North boundary of Government Lot 2 with the Northwestern right-of-way line of 150th Avenue (County Road No. 17). Thence with said right-of-way line, S 43° 51' 28" West, 192.80 feet to the point of curvature of a curve; thence with said curve, concave to the right, an arc distance of 45.00 feet (said curve having a central angle of 30° 19' 50", a radius of 85.00 feet, and a tangent of 23.04 feet). Thence along a radial line, N 15° 48' 31" West, 8.00 feet. Thence with a curve concave to the right, an arc distance of 10.00 feet (said curve having a central angle of 7° 26' 28", a radius of 77.08 feet, a tangent of 5.01 feet and a chord of S 77° 54' 42" West 9.99 feet). Thence along a radial line S 08° 22' 03" East, 8.00 feet. Thence with a curve, concave to the right, an arc distance of 7.37 feet (said curve having a central angle of 04° 57' 53", a radius of 85.00 feet, a tangent of 3.68 feet, and a chord of S 84° 56' 03" West, 7.36 feet). Thence N 02° 23' 42" West, 158.49 feet to the north boundary of Government Lot 2. Thence with said boundary, N 88° 04' 07" East 196.56 feet to the Point of Beginning.

Grantor expressly saves and excepts from this conveyance, and reserves unto itself and its successors and assigns, all oil, gas and other minerals on or under the lands herein conveyed; but Grantor, its successors and assigns, shall have no right to use any part of the surface of said land for the purpose of exploring for, mining, drilling for, producing, storing or removing the oil, gas or other minerals located in, on or under said land, and any oil and gas drilling operations shall be conducted by means of wells or

shafts, the surface locations of which are on other lands but which may be drilled into and bottomed in the property.

MADEIRA COMMONS, INC. PARCEL

PARCEL ID NUMBER: 09-31-15-00000-420-0200

LEGAL DESCRIPTION

A tract of land in that part of Government Lot 2, Section 9, Township 31 South, Range 15 East, lying Northwesternly of State Road No. 233 extended toward Welch's Causeway and Northeastly of State Road 699 (formerly County Road 17) described as follows:

From the Northwest corner of the Southeast 1/4 of Section 9, Township 31 South, Range 15 East, run North 88°04'07" East, 444.39 feet along the North line of Government Lot 2 of said Section 9, to the Northeast right-of-way line of Gulf Boulevard (State Highway 699) for a Point of Beginning; run thence North 88°04'07" East, 298.77 feet; thence South 2°24'06" East, 173.51 feet; thence by a curve to the right, radius of 64 feet, arc 48.84 feet, chord North 70°30'05" West, 47.70 feet; thence North 48°39'40" West, 227.70 feet to the Point of Beginning; LESS AND EXCEPT a triangular tract of land described as follows:

From the Northwest corner of the ^{Southeast} ~~South~~ 1/4 of said Section 9, run North 88°04'07" East, along the North line of said Government Lot 2 to the Northeastly right-of-way line of said Gulf Boulevard (State Road 699) for a Point of Beginning; run thence North 88°04'07" East, 70.98 feet; thence South 41°20'20" West, 48.65 feet; thence North 48°39'40" West, 51.68 feet to the Point of Beginning; LESS rights-of-way for 150th Avenue and Gulf Boulevard.

**EXHIBIT “C”
TO REZONING APPLICATION**

**REZONING APPLICATION FOR PLANNED DEVELOPMENT DISTRICT
RESPONSE TO CRITERIA**

Background and Introduction

On June 14, 2016, pursuant to Ordinance No. 2016-01, the City of Madeira Beach Board of Commissioners approved the following maximum development:

- Eight story condominium building with 45 residential units
- Eight story condominium building with 45 residential units
- Eleven story hotel with 180 rooms
- Eleven story hotel with 250 rooms
- Marina development
- 50,000 square feet of retail/restaurant uses

In response to concerns expressed by members of the community to representatives with Madeira Beach Town Center, LLC (“Applicant”), the Applicant is applying to rezone the parcels by requesting a significant voluntary reduction in the height, density and intensity of the proposed development to those standards that were in effect in 2009. This application would reduce the proposed development to the following maximum levels and permit 10 condominium residential units within one of the hotel establishments:

- 6 story condominium building with 36 units (4 residential levels over 2 floors of parking)
- 6 story condominium building with 44 units (4 residential levels over 2 floors of parking)
- Eight story hotel with 148 rooms (5 hotel levels over 3 floors of parking)
- Eight story hotel with 168 rooms and 10 condominium units (5 hotel levels over 3 floors of parking)
- Marina development
- 53,000 square feet of retail/restaurant uses

1. Consistency with the comprehensive plan.

The Countywide Plan for Pinellas County Future Land Use Plan Map (FLUM) and the Madeira Beach Town Center Special Area Plan (SAP) require the Planned Development (PD) zoning district to be utilized for proposed mixed use developments within the Commercial Core and Causeway Districts. Permitted uses within each district include: residential, temporary lodging, tourist facilities, retail commercial and recreation/open space. The proposed development and rezoning to PD propose a mixture of uses at a density and intensity permitted in 2009, permitted by the SAP and which further each objective of the SAP as follows:

- Create a unique sense of place for the Town Center and create a sense of arrival for those entering the area.
- Promote a wide variety of uses to create an activity center for both local residents and tourists.
- Set a standard for urban design so that new development and redevelopment in the Town Center contributes to the public realm.
- Promote redevelopment of older properties in a manner that contributes to the quality of urban design in the Town Center.
- Increase the number of temporary lodging units and maintain existing residential units in the Town Center that have the quality characteristics included in the SAP.
- Improve pedestrian and bicycling access to all major destinations with the Town Center, including the parks, the beach, retail properties and civic destinations.
- Increase connections and access to parks, ensuring that view of the Gulf and Boca Ciega Bay are preserved.
- Develop parking and access strategies that help to make the most efficient use of scarce land and contribute to the quality of the public realm in the Town Center.

2. Land use compatibility.

The proposed PD zoning district will promote a true mixed-use project with a balance of residences, tourist accommodations, retail, restaurant, entertainment, marina and recreational uses. All of these uses are connected via sidewalks allowing for safe, convenient access across the district. The proposed development, comprised of 21 parcels located within the Commercial Core and Causeway Districts, provides an extremely unique opportunity to redevelop the Town Center in precisely the manner contemplated in the SAP and at a density and intensity responsive to concerns expressed by the community. The proposed development will provide a cohesive identity, sense of place and quality public realm found lacking in the SAP. The Town Center, described as a place to drive through, will be redeveloped as a destination in which to spend time and enjoy the offerings of the community and will build upon the City's beachfront, commercial area, civic use, and green space/recreational areas at City Hall, the Municipal Marina, and Madeira Beach Causeway Park.

3. Adequate public facilities.

The FLUM and the SAP encourage a higher density and intensity of use for the Commercial Core and Causeway Districts and improvements and increases in capacity of the public facilities and services are planned. Throughout the process of planning this project, the City planning and management staff represented that there is adequate sewer and water capacity to support this project. And, although site access improvements are not required to satisfy concurrency requirements, such improvements are proposed within the scope of the PD rezoning in order to improve access to the project and improve the pedestrian experience along Madeira Way and 150th Avenue.

4. Public Interest.

The proposed development will allow the redevelopment of the Town Center in precisely the manner contemplated by the SAP and at a density and intensity responsive to concerns expressed by the community. The design emphasis has been on creating distinctive pedestrian oriented places including a redeveloped pedestrian-oriented Madeira Way, a one-half acre public plaza at the intersection of Gulf Boulevard and 150th Avenue, and a landscaped green space fronting the marina. Special care has been taken to create scenic gateways and views when entering the district from the east, south and north. Numerous improvements are proposed to enhance pedestrian and bicycle access. A 12-foot-wide combined pedestrian/bicycle trail will connect Madeira Way to Causeway Park. Madeira Way will be completely re-built as a two-lane, two-way pedestrian oriented shopping street with parallel parking and generous sidewalks. And, an elevated crosswalk is proposed to provide safe pedestrian access across Gulf Boulevard.

5. Consistency with Land Development Regulations.

The proposed development has been designed consistent with the purpose and intent of the applicable land development regulations. The PD zoning district is intended to accommodate integrated and well-designed developments in accordance with approved development plans. The PD zoning district is intended to offer flexibility of design and to encourage imaginative, functional, high-quality planning development for a mixture of temporary lodging, residential, commercial, recreational and other uses permitted by the FLUM.

November 2, 2016

Madeira Beach Town Center, LLC
286 107th Avenue, Suite 300
Treasure Island, FL 33706

Re: Real Estate Exchange Agreement between Madeira Beach Town Center, LLC ("MBTC") and
Madeira Commons, Inc. ("MCI")
Pinellas County Parcel ID NO. 093115000004200200

To Whom It May Concern:

This letter shall constitute MCI's authorization for MBTC to act as MCI's agent to sign and file applications with the appropriate governmental entities to obtain necessary approvals and permits for developing the referenced property as a mixed use development, including without limitation, site plan approval, utility approvals, water management district permits, FDOT permits, approvals and permits from the City of Madeira Beach and Pinellas County. This authorization is for permits and approvals only. No demolition, excavation, or construction activities shall be commenced on the subject property prior to the transfer of title by MCI to MBTC.

MADEIRA COMMONS, INC., a Florida corporation

By: [Signature]
Elliott Ross, President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

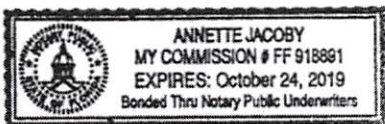
The foregoing Authorization Letter was executed before me, the undersigned authority, the 2 day of November, 2016, by Elliott Ross, as President of Madeira Commons, Inc., a Florida corporation, on behalf of the corporation. He is well known to me, or he produced _____ as identification.

My Commission Expires: Oct 24, 2019

(NOTARY SEAL)

Annette Jacoby
NOTARY PUBLIC

ANNETTE JACOBY
Print or Type Name





NOTICE OF REZONING CHANGE AND NOTICE OF DEVELOPMENT AGREEMENT CHANGE IN CITY OF MADEIRA BEACH, FLORIDA

NOTICE IS HEREBY GIVEN that the **LOCAL PLANNING AGENCY (THE PLANNING COMMISSION)** of the City of Madeira Beach will hold a **PUBLIC HEARING** of the Local Planning Agency/Planning Commission to consider the **Development Agreement between the City of Madeira Beach and Madeira Beach Town Center, LLC** and **Ordinance 2017-01** to rezone from Planned Development (PD) District to Planned Development (PD) District, in Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida on **Monday, December 12, 2016 at 7:00 p.m.**

NOTICE IS HEREBY GIVEN, the **BOARD OF COMMISSIONERS** of the **City of Madeira Beach** will conduct the first reading of **Ordinance 2017-01** to rezone from Planned Development (PD) District to Planned Development (PD) District, at Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida on **Tuesday January 10, 2017 at 6:00 p.m.**

Upon the passage of Ordinance 2017-01, NOTICE IS HEREBY GIVEN, the **BOARD OF COMMISSIONERS** of the **City of Madeira Beach** will consider approval of the **Development Agreement between the City of Madeira Beach and Madeira Beach Town Center, LLC.** and will conduct the second and final reading of **Ordinance 2017-01** to rezone from Planned Development (PD) District to Planned Development (PD) District, at Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida on **Tuesday, February 14, 2017 at 6:00 p.m.** Notice of such hearing will be provided as prescribed by Florida Statutory requirements and the Madeira Beach Code of Ordinances.

The title of the Development Agreement and said Ordinance are as follows:

DEVELOPMENT AGREEMENT between the **City of Madeira Beach** and **Madeira Beach Town Center, LLC.**, for the property located at 15026 Madeira Way, 0 Gulf Blvd, 0 150th Avenue, 15023 Gulf Blvd, 15031 Gulf Blvd, 0 Madeira Way, 15000 Madeira Way, 15006 Madeira Way, 15015 Madeira Way, 15040 Madeira Way, 15042 Madeira Way, 0 150th Avenue, 200 150th Avenue, 206 150th Avenue, 210 150th Avenue, 212 150th Avenue, 352 150th Avenue, 388 150th Avenue, 390 150th Avenue, 410 150th Avenue and 420 150th Avenue, Madeira Beach, Florida 33708.

ORDINANCE 2017-01

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS 15026 MADEIRA WAY, 0 GULF BLVD, 0 150th AVENUE, 15023 GULF BLVD, 15031 GULF BLVD, 0 MADEIRA WAY, 15000 MADEIRA WAY, 15006 MADEIRA WAY, 15015 MADEIRA WAY, 15040 MADEIRA WAY, 15042 MADEIRA WAY, 0 150th AVENUE, 200 150th AVENUE, 206 150th AVENUE, 210 150th AVENUE, 212 150th AVENUE, 352 150th AVENUE, 388 150th AVENUE, 390 150th AVENUE, 410 150th AVENUE, 420 150th AVENUE, FROM PLANNED DEVELOPMENT (PD) DISTRICT TO PLANNED DEVELOPMENT (PD) DISTRICT; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

DESCRIPTION:

Parcel 09-31-15-54180-000-0012 MADEIRA BEACH COMMERCIAL CENTER W 75FT OF E 224.99FT OF TRACT 'A'

09-31-15-00000-420-0200 PT GOVT LOT 2 DESC AS FROM N LINE OF GOVT LOT 2 & C/L OF GULF BLVD TH N88DE 121 FT (S) FOR POB TH CONT NE 137FT TH S02E 150FT (S) TO RD R/W TH NW'LY ALG CURVE TO RT 220FT (S) TH NE'LY 31.6FT TO POB

09-31-15-00000-420-0100 PT GOVT LOT 2 DESC AS FROM N LINE OF GOVT LOT 2 & C/L OF GULF BLVD TH N88DE 260 FT (S) FOR POB TH CONT NE 196.56FT TO RD R/W TH SW'LY 242FT (S) TH N02DW 150FT (S) TO POB

09-31-15-00000-130-1000 (LORO INC LEASE) DESC AS BEG AT S LINE OF GOVT LOT 1 & SW COR OF TR A MADEIRA BEACH COMMERCIAL CENTER TH S88DW 1.54FT TH S41DW 31.6FT TO N R/W OF GULF BLVD TH N52DW 71FT(S) TH N22DE 52FT(S) TH S48DE 81.67FT TH S 20.3FT TO POB

09-31-15-00000-130-0900 (TRIANGLE LAND CO LEASE) DESC AS FROM NW COR OF TR A OF MADEIRA BEACH COMMERCIAL CENTER RUN S88DW 40FT FOR POB TH CONT S88DW 84.1FT TH SW'LY 36.32FT TO N R/W OF GULF BLVD TH S48DE 90.6FT) TH N22DE 100FT (S) TO POB

09-31-15-00000-130-1600 (VIKING MARINE INC LEASE) BEG NE COR OF TRACT B, MADEIRA BEACH COMMERCIAL CENTER TH W 280.6FT TH N 8.85FT TH E'LY & NE'LY 531 FT(S) TH S44DW 140FT TH S46DE 17FT(S) TH S44DW 60 FT TH N46DW 28FT TH W 69.62FT TH N 25FT TO POB

09-31-15-00000-130-1200 PT OF GOVT LOT 1 & PT OF TRACT A OF MADEIRA BEACH COMMERCIAL CENTER (CAVIN DINER LEASE 1396/293) DESC AS BEG AT INTERSEC OF S LN OF GOVT LOT 1 & N LN OF 150TH AVE TH W 49FT(S) TH N 120FT TO S R/W OF MADEIRA WAY TH E 112.6FT TH SE'LY ALG CUR TO RT 53.69FT TH S46DE 5FT TH SW'LY 100.07FT TO POB

09-31-15-54180-000-0010 MADEIRA BEACH COMMERCIAL CENTER (WM B HARVARD LEASE 1451/614) W 135FT OF E 149.99FT OF TRACT A

09-31-15-54180-000-0020 MADEIRA BEACH COMMERCIAL CENTER (A & B MARINE INC LEASE) E 192FT OF TRACT B
09-31-15-54180-000-0013 MADEIRA BEACH COMMERCIAL CENTER (SERVICE HARDWARE CO LEASE) W 75.01FT OF TRACT A

09-31-15-130-1100 (MITCHELL LEASE) DESC AS BEG NW COR OF TRACT A MADEIRA BEACH COMMERCIAL CENTER TH S88DW 40FT TH S21DW 47.87FT TH S48DE 81.61FT TH N 99.70FT TO POB

09-31-15-00000-140-0400 PART OF SE 1/4 OF SEC DESC FR SE COR TR B MADEIRA BCH COMMERCIAL CTR RUN E 76.46 FT TH N63DE 21.34FT TH ALG W'LY LN OF 150TH AVE NE'LY 914FT(S) FOR POB TH N46DW 132FT(S) TH N40DE 94FT(S) TH S46DE 136.86FT TH S40DW 94FT(S) TO POB

09-31-15-00000-130-1500 (STANDARD OIL LEASE) DESC AS BEG SE COR OF TR B MADEIRA BEACH COMMERCIAL CENTER TH E N88DE 76.4FT TH N63DE 21.34FT TH N44DE 94.5FT TH N46DW 138FT(S) TH S88DW 69.62FT TH S 175 FT TO POB

09-31-15-00000-130-1700 (RIZZUTO & WELCH LEASE) DESC AS FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55.93FT TH N44DE 381.34FT FOR POB TH N44DE 60FT TH N46DW 110FT TH S44DW 60FT TH S46DE 1FT TO POB

09-31-15-00000-130-1800 (RIZZUTO & WELCH LEASE) DESC AS FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55.93FT TH N44DE 441.34FT FOR POB TH N44DE 40FT TH N46DW 127FT (S) TH S44DW 40FT TH S46DE 127FT(S) TO POB

09-31-15-00000-130-1900 (O'DONALD HOLLAND LEASE) DESC AS FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55.93FT TH N44DE 481.34FT FOR POB TH NE'LY ALG R/W 100FT TH N46DW 135FT(S) TH S44DW 100FT TH S46DE 127FT(S) TO POB

09-31-15-00000-140-1000 (M. A. ADAMS LEASE) DESC FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55.93FT TH N44DE 581.34FT FOR POB TH N44DE 250FT TH N46DW 140FT TH SW'LY 275FT ALG SEAWALL TH S46DE 152FT(S) TO POB

09-31-15-00000-140-0900 FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55FT(S) TH N44DE 831.34FT FOR POB TH N44DE 44FT(S) TH N46DW 140FT TH S44DW 44FT(S) TH S46DE 140 FT TO POB

09-31-15-00000-140-0700 (ALVIN C. TAYLOR LEASE) DESC AS FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55.96FT TH N44DE 875.24FT FOR POB TH N44DE 96.1FT TH N46DW 140 FT(S) TH S44DW 96FT TH S46DE 140FT(S) TO POB

09-31-15-00000-140-0600 (DR KIRK LEASE) DESC AS FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH N88DW 55.93FT TH N44DE 971.34FT FOR POB TH N46DW 140FT(S) TH NE'LY 110.74FT TH S46DE 121FT(S) TH S44DW 100FT(S) TH S46DE 3FT TH S44DW 10FT(S) TO POB

09-31-15-00000-140-0500 (PENINSULAR CABLE LEASE) FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH N44DE 1082.01FT TH N46DW 58FT FOR POB TH N46DW 132 FT(S) TH N44DE 115FT(S) TH S46DE 132FT(S) TH S44DW 115FT(S) TO POB

FLOOD STATEMENT:

THIS PROPERTY LIES IN FLOOD ZONE AE AND THE BASE FLOOD ELEVATIONS ARE EL 10 AND EL 11, ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP 12103C0191G, EFFECTIVE DATE SEPTEMBER 3, 2003

The Board of Commissioners, in approving a Development Agreement, is authorized, without limitation, to grant relief from any provision of the Land Development Regulations that is otherwise authorized to be waived, varied or granted by the Land Development Regulations.

The proposed uses, the proposed population densities, the proposed building intensities and proposed height of the buildings are set forth in the following chart:

Madeira Beach Town Center

Project Data

November 1, 2016

	Parcel 1	Parcel 2	Parcel 3	Parcel 4	Parcel 5		Totals
Land Use	Marina	Condo A	Condo B	Hotel A	Hotel B		
Land Area	60,258 s.f.	40,059 s.f.	48,791 s.f.	50,066 s.f.	92,511 s.f.		291,685 s.f.
Parcel Acreage	1.383 ac.	0.920 ac.	1.120 ac.	1.149 ac.	2.124 ac.		6.696 ac.
Causeway District Zoning	1.111 ac.	0.309 ac.					1.420 ac.
Commercial Core District Zoning	0.272 ac.	0.611 ac.	1.120 ac.	1.149 ac.	2.124 ac.		5.276 ac.
Hotel - Density Allowed (Commercial Core)							60 rooms/ac.
Hotel - Rooms Allowed (Commercial Core)							317 rooms
Hotel - Density Proposed (Commercial Core)							59.9 rooms/ac.
Hotel - Rooms Proposed (Commercial Core)				148 rooms	168 rooms		316 rooms
Condos - Density Allowed (Commercial Core)							15 units/ac.
Condos - Units Allowed (Commercial Core)							79 units
Condos - Density Proposed (Commercial Core)							11.1 units/ac.
Condos - Units Proposed (Commercial Core)		20 units	44 units		10 units		74 units
Condos - Density Allowed (Causeway)							15 units/ac.
Condos - Units Allowed (Causeway)							21 units
Condos - Density Proposed (Causeway)							11.3 units/ac.
Condos - Units Proposed (Causeway)		16 units					16 units
Condos - Units Proposed (Total)		36 units	44 units		10 units		90 units
Retail Space (Commercial Core)				2,000 s.f.	28,000 s.f.		30,000 s.f.
Restaurant Space (Commercial Core)				3,000 s.f.	12,000 s.f.		15,000 s.f.
Commercial Area - Proposed (Commercial Core)				5,000 s.f.	40,000 s.f.		45,000 s.f.
Commercial Density - Allowed (Commercial Core)							1.2 FAR
Commercial Area - Allowed (Commercial Core)							275,798 s.f.
Retail Space (Causeway)	7,000 s.f.						7,000 s.f.
Restaurant Space (Causeway)	1,000 s.f.						1,000 s.f.
Commercial Area - Proposed (Causeway)	8,000 s.f.						8,000 s.f.
Commercial Density - Allowed (Causeway)							0.5500 FAR
Commercial Area - Allowed (Causeway)							34,020 s.f.
Commercial Area - Proposed (Total)							53,000 s.f.
Boat Slips - Allowed							43 slips
Boat Slips - Proposed	43 slips						43 slips
Parking - Minimum Required	40 spaces	72 spaces	88 spaces	175 spaces	326 spaces		701 spaces
Parking - Proposed	42 spaces	77 spaces	93 spaces	175 spaces	326 spaces		713 spaces

Notes

1. Parking Ratios - Residential: 2 spaces per unit / Hotel: 1 space per room / Retail: 3 spaces per 2,000 s.f. / Restaurant: 1 space per 4 seats (125 s.f.) / Marina: 1 space per 2 slips
2. In the Causeway District, 76% of the allowable density is allocated to residential use and 24% is allocated to commercial use.
3. Building Heights - Marina - 1 or 2 stories; Hotel A - 8 stories; Hotel B - 8 stories; Condo A - 6 stories; Condo B - 6 stories



Copies of the proposed Development Agreement and Ordinance are available for inspection in the office of the City Clerk between the hours of 8 a.m. and 4:30 p.m. Monday through Friday.

Any affected person may become a party to such proceeding entitled to present evidence at the hearing including sworn testimony of witnesses and relevant exhibits and other documentary evidence and to cross-examine all witnesses by filing a Notice of Intent to be a party with the City Clerk not less than 5 days prior to the hearing.

All persons are hereby advised that any presentation they make to the Planning Commission/Local Planning Agency or the Board of Commissioners will be encouraged to be as concise as possible and the Planning Commission/Local Planning Agency and/or Board of Commissioners may limit the time of each individual to permit maximum participation by the public at large. Any person who decides to appeal any decision of the Planning Commission/Local Planning Agency and/or the Board of Commissioners with respect to any matter considered at these hearings will need to ensure a record of proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based-per Florida Statute 286.0105.

Michelle Orton, Planning and Zoning Director
City of Madeira Beach

NOTICE OF REZONING CHANGE AND NOTICE OF DEVELOPMENT AGREEMENT CHANGE IN CITY OF MADEIRA BEACH, FLORIDA

NOTICE IS HEREBY GIVEN that the **LOCAL PLANNING AGENCY (THE PLANNING COMMISSION)** of the City of Madeira Beach will hold a **PUBLIC HEARING** of the Local Planning Agency/Planning Commission to consider the **Development Agreement between the City of Madeira Beach and Madeira Beach Town Center, LLC** and **Ordinance 2017-01** to rezone from Planned Development (PD) to Planned Development (PD), in Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida on **Monday, December 12, 2016 at 7:00 p.m.**

NOTICE IS HEREBY GIVEN, the **BOARD OF COMMISSIONERS of the City of Madeira Beach** will conduct the first reading of **Ordinance 2017-01** to rezone from Planned Development (PD) to Planned Development (PD), at Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida on **Tuesday January 10, 2017 at 6:00 p.m.**

Upon the passage of Ordinance 2017-01, NOTICE IS HEREBY GIVEN, the BOARD OF COMMISSIONERS of the City of Madeira Beach will consider approval of the **Development Agreement between the City of Madeira Beach and Madeira Beach Town Center, LLC.** and will conduct the second and final reading of **Ordinance 2017-01** to rezone from Planned Development (PD) to Planned Development (PD), at Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida on **Tuesday, February 14, 2017 at 6:00 p.m.** Notice of such hearing will be provided as prescribed by Florida Statutory requirements and the Madeira Beach Code of Ordinances.

The title of the Development Agreement and said Ordinance are as follows:

DEVELOPMENT AGREEMENT between the **City of Madeira Beach and Madeira Beach Town Center, LLC.**, for the property located at 15026 Madeira Way, 0 Gulf Blvd, 0 150th Avenue, 15023 Gulf Blvd, 15031 Gulf Blvd, 0 Madeira Way, 15000 Madeira Way, 15006 Madeira Way, 15015 Madeira Way, 15040 Madeira Way, 15042 Madeira Way, 0 150th Avenue, 200 150th Avenue, 206 150th Avenue, 210 150th Avenue, 212 150th Avenue, 352 150th Avenue, 388 150th Avenue, 390 150th Avenue, 410 150th Avenue and 420 150th Avenue, Madeira Beach, Florida 33708

ORDINANCE 2017-01

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS 15026 MADEIRA WAY, 0 GULF BLVD, 0 150th AVENUE, 15023 GULF BLVD, 15031 GULF AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS 15026 MADEIRA WAY, 0 GULF BLVD, 0 150th AVENUE, 15023 GULF BLVD, 15031 GULF BLVD, 0 MADEIRA WAY, 15000 MADEIRA WAY, 15006 MADEIRA WAY, 15015 MADEIRA WAY, 15040 MADEIRA WAY, 15042 MADEIRA WAY, 0 150th AVENUE, 200 150th AVENUE, 206 150th AVENUE, 210 150th AVENUE, 212 150th AVENUE, 352 150th AVENUE, 388 150th AVENUE, 390 150th AVENUE, 410 150th AVENUE, 420 150th AVENUE, FROM PLANNED DEVELOPMENT (PD) TO PLANNED DEVELOPMENT (PD) DISTRICT; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

DESCRIPTION:

Parcel 09-31-15-54180-000-0012 MADEIRA BEACH COMMERCIAL CENTER W 75FT OF E 224.99FT OF TRACT 'A'

09-31-15-00000-420-0200 PT GOVT LOT 2 DESC AS FROM N LINE OF GOVT LOT 2 & C/L OF GULF BLVD TH N88DE 121 FT (S) FOR POB TH CONT NE 137FT TH S02E 150FT (S) TO RD R/W TH NW'LY ALG CURVE TO RT 220FT (S) TH NE'LY 31.6FT TO POB

09-31-15-00000-420-0100 PT GOVT LOT 2 DESC AS FROM N LINE OF GOVT LOT 2 & C/L OF GULF BLVD TH N88DE 260 FT (S) FOR POB TH CONT NE 196.56FT TO RD R/W TH SW'LY 242FT (S) TH N02DW 150FT (S) TO POB

09-31-15-00000-130-1000 (LORO INC LEASE) DESC AS BEG AT S LINE OF GOVT LOT 1 & SW COR OF TR A MADEIRA BEACH COMMERCIAL CENTER TH S88DW 1.54FT TH S41DW 31.6FT TO N R/W OF GULF BLVD TH N52DW 71FT(S) TH N22DE 52FT(S) TH S48DE 81.67FT TH S 20.3FT TO POB

09-31-15-00000-130-0900 (TRIANGLE LAND CO LEASE) DESC AS FROM NW COR OF TR A OF MADEIRA BEACH COMMERCIAL CENTER RUN S88DW 40FT FOR POB TH CONT S88DW 84.1FT TH SW'LY 36.32FT TO N R/W OF GULF BLVD TH S48DE 90.6FT) TH N22DE 100FT (S) TO POB

09-31-15-00000-130-1600 (VIKING MARINE INC LEASE) BEG NE COR OF TRACT B, MADEIRA BEACH COMMERCIAL CENTER TH W 280.6FT TH N 8.85FT TH E'LY & NE'LY 531 FT(S) TH S44DW 140FT TH S46DE 17FT(S) TH S44DW 60 FT TH N46DW 28FT TH W 69.62FT TH N 25FT TO POB

09-31-15-00000-130-1200 PT OF GOVT LOT 1 & PT OF TRACT A OF MADEIRA BEACH COMMERCIAL CENTER (CAVIN DINER LEASE 1396/293) DESC AS BEG AT INTERSEC OF S LN OF GOVT LOT 1 & N LN OF 150TH AVE TH W 49FT(S) TH N 120FT TO S R/W OF MADEIRA WAY TH E 112.6FT TH SE'LY ALG CUR TO RT 53.69FT TH S46DE 5FT TH SW'LY 100.07FT TO POB

09-31-15-54180-000-0010 MADEIRA BEACH COMMERCIAL CENTER (WM B HARVARD LEASE 1451/614) W 135FT OF E 149.99FT OF TRACT A

09-31-15-54180-000-0020 MADEIRA BEACH COMMERCIAL CENTER (A & B MARINE INC LEASE) E 192FT OF TRACT B 09-31-15-54180-000-0013 MADEIRA BEACH COMMERCIAL CENTER (SERVICE HARDWARE CO LEASE) W 75.01FT OF TRACT A

09-31-15-130-1100 (MITCHELL LEASE) DESC AS BEG NW COR OF TRACT A MADEIRA BEACH COMMERCIAL CENTER TH S88DW 40FT TH S21DW 47.87FT TH S48DE 81.61FT TH N 99.70FT TO POB

09-31-15-00000-140-0400 PART OF SE 1/4 OF SEC DESC FR SE COR TR B MADEIRA BCH COMMERCIAL CTR RUN E 76.46 FT TH N63DE 21.34FT TH ALG W'LY LN OF 150TH AVE NE'LY 914FT(S) FOR POB TH N46DW 132FT(S) TH N40DE 94FT(S) TH S46DE 136.86FT TH S40DW 94FT(S) TO POB

09-31-15-00000-130-1500 (STANDARD OIL LEASE) DESC AS BEG SE COR OF TR B MADEIRA BEACH COMMERCIAL CENTER TH E N88DE 76.4FT TH N63DE 21.34FT TH N44DE 94.5FT TH N46DW 138FT(S) TH S88DW 69.62FT TH S 175 FT TO POB

09-31-15-00000-130-1700 (RIZZUTO & WELCH LEASE) DESC AS FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55.93FT TH N44DE 381.34FT FOR POB TH N44DE 60FT TH N46DW 110FT TH S44DW 60FT TH S46DE 1FT TO POB

09-31-15-00000-130-1800 (RIZZUTO & WELCH LEASE) DESC AS FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55.93FT TH N44DE 441.34FT FOR POB TH N44DE 40FT TH N46DW 127FT (S) TH S44DW 40FT TH S46DE 127FT(S) TO POB

09-31-15-00000-130-1900 (O'DONALD HOLLAND LEASE) DESC AS FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55.93FT TH N44DE 481.34FT FOR POB TH NE'LY ALG R/W 100FT TH N46DW 135FT(S) TH S44DW 100FT TH S46DE 127FT(S) TO POB

09-31-15-00000-140-1000 (M. A. ADAMS LEASE) DESC FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55.93FT TH N44DE 581.34FT FOR POB TH N44DE 250FT TH N46DW 140FT TH SW'LY 275FT ALG SEAWALL TH S46DE 152FT(S) TO POB

09-31-15-00000-140-0900 FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55FT(S) TH N44DE 831.34FT FOR POB TH N44DE 44FT(S) TH N46DW 140FT TH S44DW 44FT(S) TH S46DE 140 FT TO POB

09-31-15-00000-140-0700 (ALVIN C. TAYLOR LEASE) DESC AS FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55.96FT TH N44DE 875.24FT FOR POB TH N44DE 96.1FT TH N46DW 140 FT(S) TH S44DW 96FT TH S46DE 140FT(S) TO POB

009-31-15-00000-140-0600 (DR KIRK LEASE) DESC AS FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH N88DW 55.93FT TH N44DE 971.34FT FOR POB TH N46DW 140FT(S) TH NE'LY 110.74FT TH S46DE 121FT(S) TH S44DW 100FT(S) TH S46DE 3FT TH S44DW 10FT(S) TO POB

09-31-15-00000-140-0500 (PENINSULAR CABLE LEASE) FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH N44DE 1082.01FT TH N46DW 58FT FOR POB TH N46DW 132 FT(S) TH N44DE 115FT(S) TH S46DE 132FT(S) TH S44DW 115FT(S) TO POB

FLOOD STATEMENT:

THIS PROPERTY LIES IN FLOOD ZONE AE (EL 11), ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP 12103C0191G, EFFECTIVE DATE SEPTEMBER 3, 2003

The Board of Commissioners, in approving a Development Agreement, is authorized, without limitation, to grant relief from any provision of the Land Development Regulations that is otherwise authorized to be waived, varied or granted by the Land Development Regulations.

The proposed uses, the proposed population densities, the proposed building intensities and proposed height of the buildings are set forth in the following chart:

Madeira Beach Town Center
Project Data
November 1, 2016

	Parcel 1	Parcel 2	Parcel 3	Parcel 4	Parcel 5		Totals
Land Use	Marina	Condo A	Condo B	Hotel A	Hotel B		
Land Area	60,258 s.f.	40,059 s.f.	48,791 s.f.	50,066 s.f.	92,511 s.f.		291,685 s.f.
Parcel Acreage	1,383 ac.	0,920 ac.	1,120 ac.	1,149 ac.	2,124 ac.		6,696 ac.
Causeway District Zoning	1,111 ac.	0,309 ac.					1,420 ac.
Commercial Core District Zoning	0,272 ac.	0,611 ac.	1,120 ac.	1,149 ac.	2,124 ac.		5,276 ac.
Hotel - Density Allowed (Commercial Core)							60 rooms/ac.
Hotel - Rooms Allowed (Commercial Core)							317 rooms
Hotel - Density Proposed (Commercial Core)							59.9 rooms/ac.
Hotel - Rooms Proposed (Commercial Core)				148 rooms	168 rooms		316 rooms
Condos - Density Allowed (Commercial Core)							15 units/ac.
Condos - Units Allowed (Commercial Core)							79 units
Condos - Density Proposed (Commercial Core)							11.1 units/ac.
Condos - Units Proposed (Commercial Core)		20 units	44 units		10 units		74 units
Condos - Density Allowed (Causeway)							15 units/ac.
Condos - Units Allowed (Causeway)							21 units
Condos - Density Proposed (Causeway)							11.3 units/ac.
Condos - Units Proposed (Causeway)		16 units					16 units
Condos - Units Proposed (Total)		36 units	44 units		10 units		90 units
Retail Space (Commercial Core)				2,000 s.f.	28,000 s.f.		30,000 s.f.
Restaurant Space (Commercial Core)				3,000 s.f.	12,000 s.f.		15,000 s.f.
Commercial Area - Proposed (Commercial Core)				5,000 s.f.	40,000 s.f.		45,000 s.f.
Commercial Density - Allowed (Commercial Core)							1.2 FAR
Commercial Area - Allowed (Commercial Core)							275,798 s.f.
Retail Space (Causeway)	7,000 s.f.						7,000 s.f.
Restaurant Space (Causeway)	1,000 s.f.						1,000 s.f.
Commercial Area - Proposed (Causeway)	8,000 s.f.						8,000 s.f.
Commercial Density - Allowed (Causeway)							0.5500 FAR
Commercial Area - Allowed (Causeway)							34,020 s.f.
Commercial Area - Proposed (Total)							53,000 s.f.
Boat Slips - Allowed							43 slips
Boat Slips - Proposed	43 slips						43 slips
Parking - Minimum Required	40 spaces	72 spaces	88 spaces	175 spaces	326 spaces		701 spaces
Parking - Proposed	42 spaces	77 spaces	93 spaces	175 spaces	326 spaces		713 spaces

Notes
1. Parking Ratios - Residential: 2 spaces per unit / Hotel: 1 space per room / Retail: 3 spaces per 2,000 s.f. / Restaurant: 1 space per 4 seats (125 s.f.) / Marina: 1 space per 2 slips
2. In the Causeway District, 76% of the allowable density is allocated to residential use and 24% is allocated to commercial use.
3. Building Heights - Marina - 1 or 2 stories; Hotel A - 8 stories; Hotel B - 8 stories; Condo A - 6 stories; Condo B - 6 stories



Copies of the proposed Development Agreement and Ordinance are available for inspection in the office of the City Clerk between the hours of 8 a.m. and 4:30 p.m. Monday through Friday.

Any person affected may become a party to such proceeding entitled to present evidence at the hearing including sworn testimony of witnesses and relevant exhibits and other documentary evidence and to cross-examine all witnesses by filing a Notice of Intent to be a party with the City Clerk not less than 5 days prior to the hearing.

All persons are hereby advised that any presentation they make to the Planning Commission/Local Planning Agency or the Board of Commissioners will be encouraged to be as concise as possible and the Planning Commission/Local Planning Agency and/or Board of Commissioners may limit the time of each individual to permit maximum participation by the public at large. Any person who decides to appeal any decision of the Planning Commission/Local Planning Agency and/or the Board of Commissioners with respect to any matter considered at these hearings will need to ensure a record of proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based-per Florida Statute 286.0105.

Michelle Orton, Planning and Zoning Director
City of Madeira Beach



CITY OF MADEIRA BEACH, FLORIDA
PUBLIC NOTICE
**PLANNING COMMISSION/
LOCAL PLANNING AGENCY**
PUBLIC HEARING

MONDAY, DECEMBER 12, 2016 AT 7:00 P.M.
MADEIRA BEACH CITY HALL LOCATED AT
300 MUNICIPAL DRIVE, MADEIRA BEACH, FLORIDA 33708
CITY COMMISSION CHAMBERS

**PROPERTY OWNERS/
APPLICANTS** Madeira Beach Town Center, LLC
286 107th Avenue Suite 300
Treasure Island, FL 33706

 Madeira Commons, Inc
 c/o Ross Realty
 4401 W. Kennedy Blvd., Suite 100
 Tampa, FL 33609

LOCATION:

15015 Madeira Way
(Parcel ID No. 09-31-15-54180-000-0020)
0 Madeira Way
(Parcel ID No. 09-31-15-00000-130-1600)
200 150th Avenue
(Parcel ID No. 09-31-15-00000-130-1500)
206 150th Avenue
(Parcel ID No. 09-31-15-00000-130-1700)
210 150th Avenue
(Parcel ID No. 09-31-15-00000-130-1800)
212 150th Avenue
(Parcel ID No. 09-31-15-00000-130-1900)
15031 Gulf Boulevard
(Parcel ID No. 09-31-15-00000-130-0900)
15023 Gulf Boulevard
(Parcel ID No. 09-31-15-00000-130-1000)
15042 Madeira Way
(Parcel ID No. 09-31-15-00000-130-1100)
15040 Madeira Way
(Parcel ID No. 09-31-15-54180-000-0013)
15006 Madeira Way
(Parcel ID No. 09-31-15-54180-000-0010)

352 150th Avenue
(Parcel ID No. 09-31-15-00000-140-1000)
388 150th Avenue
(Parcel ID No. 09-31-15-00000-140-0900)
390 150th Avenue
(Parcel ID No. 09-31-15-00000-140-0700)
410 150th Avenue
(Parcel ID No. 09-31-15-00000-140-0600)
420 150th Avenue
(Parcel ID No. 09-31-15-00000-140-0500)
0 150th Avenue
(Parcel ID No. 09-31-15-00000-140-0400)
15000 Madeira Way
(Parcel ID No. 09-31-15-00000-130-1200)
0 150th Avenue
(Parcel ID No. 09-31-15-00000-420-0100)
0 Gulf Boulevard
(Parcel ID No. 09-31-15-00000-420-0200)
15026 Madeira Way
(Parcel ID No. 09-31-15-54180-000-0012)

The Planning Commission is meeting on December 12, 2016 to consider **ENTERING INTO A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MADEIRA BEACH AND MADEIRA BEACH TOWN CENTER, LLC**; and to consider **AN APPLICATION FOR THE REZONING OF THE PROPERTY LOCATED AT 15015 MADEIRA WAY (PARCEL ID NO. 09-31-15-54180-000-0020), 0 MADEIRA WAY (PARCEL ID NO. 09-31-15-00000-130-1600), 200 150TH AVENUE (PARCEL ID NO. 09-31-15-00000-130-1500), 206 150TH AVENUE (PARCEL ID NO. 09-31-15-00000-130-1700), 210 150TH AVENUE (PARCEL ID NO. 09-31-15-00000-130-1800), 212 150TH AVENUE (PARCEL ID NO. 09-31-15-00000-130-1900), 352 150TH AVENUE (PARCEL ID NO. 09-31-15-00000-140-1000), 388 150TH AVENUE (PARCEL ID NO. 09-31-15-00000-140-0900), 390 150TH AVENUE (PARCEL ID NO. 09-31-15-00000-140-0700), 410 150TH AVENUE (PARCEL ID NO. 09-31-15-00000-140-0600), 420 150TH AVENUE (PARCEL ID NO. 09-31-15-00000-140-0500), 0 150TH AVENUE (PARCEL ID NO. 09-31-15-00000-140-0400), 15031 GULF BOULEVARD (PARCEL ID NO. 09-31-15-00000-130-0900), 15023 GULF BOULEVARD (PARCEL ID NO. 09-31-15-00000-130-1000), 15042 MADEIRA WAY (PARCEL ID NO. 09-31-15-00000-130-1100), 15040 MADEIRA WAY (PARCEL ID NO. 09-31-15-54180-000-0013), 15006 MADEIRA WAY (PARCEL ID NO. 09-31-15-54180-000-0010), 15000 MADEIRA WAY (PARCEL ID NO. 09-31-15-00000-130-1200), 0 150TH AVENUE (PARCEL ID NO. 09-31-15-00000-420-0100), 0 GULF BOULEVARD (PARCEL ID NO. 09-31-15-00000-420-0200) AND 15026 MADEIRA WAY (PARCEL ID NO. 09-31-15-54180-000-0012), MADEIRA BEACH, FLORIDA 33708 FROM PD (PLANNED DEVELOPMENT) TO PD (PLANNED DEVELOPMENT)**; and to consider **ORDINANCE 2017-01 PROVIDING FOR THAT REZONING**. The **DEVELOPMENT AGREEMENT, APPLICATION FOR REZONING AND ORDINANCE 2017-01 PROVIDING FOR THAT REZONING** may be viewed in the City Clerk's Office located at City Hall, 300 Municipal Drive, Madeira Beach, Florida 33708 between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday or on the City website www.madeirabeachfl.gov on the Planning and Zoning webpage. For further information, call the City Clerk at (727) 391-9951.

Any affected person may become a party to such proceeding entitled to present evidence at the hearing including sworn testimony of witnesses and relevant exhibits and other documentary evidence and to cross-examine all witnesses by filing a Notice of Intent to be a party with the City Clerk not less than 5 days prior to the hearing.

The Board of Commissioners, in approving a Development Agreement, is authorized, without limitation, to grant relief from any provision of the Land Development Regulations that is otherwise authorized to be waived, varied or granted by the Land Development Regulations.

Any person who decides to appeal any decision at this Public Hearing with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the City Clerk to transcribe verbatim minutes; therefore, the applicant must make the necessary arrangements with a private Reporter or private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation in order to participate in this meeting should call 727-391-9951 or fax a written request to 727-399-1131.

Posted: November 23, 2016

**Madeira Beach Town Center
Project Data
November 1, 2016**

Land Use	Parcel 1	Parcel 2	Parcel 3	Parcel 4	Parcel 5	Totals
Land Area	Marina	Condo A	Condo B	Hotel A	Hotel B	
Parcel Acreage	60,258 s.f. 1,383 ac. 1,111 ac.	40,059 s.f. 0.920 ac. 0.309 ac.	48,791 s.f. 1,120 ac.	50,066 s.f. 1,149 ac.	92,511 s.f. 2,124 ac.	291,885 s.f. 6,696 ac. 1,420 ac.
Causeway District Zoning						
Commercial Core District Zoning						
Hotel - Density Allowed (Commercial Core)	0.272 ac.	0.611 ac.	1,120 ac.	1,149 ac.	2,124 ac.	5,276 ac.
Hotel - Rooms Allowed (Commercial Core)						60 rooms/ac. 317 rooms
Hotel - Density Proposed (Commercial Core)						59.9 rooms/ac. 316 rooms
Hotel - Rooms Proposed (Commercial Core)				148 rooms	168 rooms	15 units/ac. 79 units 11.1 units/ac. 74 units
Condos - Density Allowed (Commercial Core)						15 units/ac.
Condos - Units Allowed (Commercial Core)						79 units
Condos - Density Proposed (Commercial Core)						11.1 units/ac.
Condos - Units Proposed (Commercial Core)		20 units	44 units	10 units	10 units	74 units
Condos - Density Allowed (Causeway)						15 units/ac.
Condos - Units Allowed (Causeway)						21 units
Condos - Density Proposed (Causeway)						11.3 units/ac.
Condos - Units Proposed (Causeway)		16 units				16 units
Condos - Units Proposed (Total)		36 units	44 units		10 units	90 units
Retail Space (Commercial Core)				2,000 s.f.	28,000 s.f.	30,000 s.f.
Restaurant Space (Commercial Core)				3,000 s.f.	12,000 s.f.	15,000 s.f.
Commercial Area - Proposed (Commercial Core)				5,000 s.f.	40,000 s.f.	45,000 s.f.
Commercial Density - Allowed (Commercial Core)						1.2 FAR
Commercial Area - Allowed (Commercial Core)						275,798 s.f.
Retail Space (Causeway)	7,000 s.f.					7,000 s.f.
Restaurant Space (Causeway)	1,000 s.f.					1,000 s.f.
Commercial Area - Proposed (Causeway)	8,000 s.f.					8,000 s.f.
Commercial Density - Allowed (Causeway)						0.5500 FAR
Commercial Area - Allowed (Causeway)						34,020 s.f.
Commercial Area - Proposed (Total)						53,000 s.f.
Boat Slips - Allowed						43 slips
Boat Slips - Proposed	43 slips					43 slips
Parking - Minimum Required	40 spaces	72 spaces	88 spaces	175 spaces	326 spaces	701 spaces
Parking - Proposed	42 spaces	77 spaces	93 spaces	175 spaces	326 spaces	713 spaces

Notes

1. Parking Ratios - Residential: 2 spaces per unit / Hotel: 1 space per room / Retail: 3 spaces per 2,000 s.f. / Restaurant: 1 space per 4 seats (125 s.f.) / Marina: 1 space per 2 slips
2. In the Causeway District, 76% of the allowable density is allocated to residential use and 24% is allocated to commercial use.
3. Building Heights - Marina - 1 or 2 stories; Hotel A - 8 stories; Hotel B - 8 stories; Condo A - 6 stories; Condo B - 6 stories

***** ** *****

240 MEDALLION LAND TRUST,
BONGARZONE, FRANK TRE
12 KARA CT
LITTLE EGG HARBOR TWP, NJ
08087-4045

343 MAD BEACH LAND TRUST,
343 REX PL
MADEIRA BEACH, FL 33708-1931

ABACO, ODETTE, ABACO,
CHRISTIAN
32 PATTERSON MEWS SW
CALGARY AB T3H 2C7,
CANADA

ABOOD, DONNA TRUST, ABOOD,
DONNA TRE
1015 BAYAMO AVE
CORAL GABLES, FL 33146-3353

ADAIR, ROBERT A,
501 DUQUE RD
LUTZ, FL 33549-7602

ADAMS, DALE KENNETH,
401 150TH AVE APT 275
MADEIRA BEACH, FL 33708-2068

ADAMS, DOROTHY JOYCE,
401 150TH AVE APT 267
MADEIRA BEACH, FL 33708-2053

AGOSTO, ANTONINA LIVING TRUST,
AGOSTO, RAYMOND C TRE
1849 FOXRIDGE CT
AURORA, IL 60502-6801

AHLERS, FRANK, AHLERS, VIVIAN
720 BURROUGHS RD
FAIRFIELD, CT 06825-3612

ALI, NURAN SEN, ALI, NURAY GULEN
18 HOLLYWOOD AVE APT 1500
NORTH YORK ON M2N 6P5,
CANADA

ALLEN, CAROL A,
267 REX PL APT F
MADEIRA BEACH, FL 33708-1926

ALLEN, HELEN,
233 REX PL APT B
MADEIRA BEACH, FL 33708-1945

ALTEN, PATRICIA, CANGRO, LARRY
14183 FENNSBURY DR
TAMPA, FL 33624-6949

ANALYTIS, JERACIMOS,
1509 SHERBROOKE ST W STE 37
MONTREAL PQ H3G 1M1,
CANADA

ANDREWS, RONALD, ANDREWS,
JANETTE
21 115TH ST
LEMONT, IL 60439-8754

ARCABA, SLOBODAN, ARCABA,
DESA
8253 S 27TH ST
FRANKLIN, WI 53132-9310

ARCHWOOD GROVE INV INC, C/O
MORRIS ATAMANCHUK
171 BASALTIC RD # 1
CONCORD ON L4K 1G4,
CANADA

ARMSTRONG, CHASE M, DETTLING,
DAVID
401 150TH AVE APT 237
MADEIRA BEACH, FL 33708-2069

ARNDT, MICHAEL H, ARNDT, LAURA
L
4415 AVENUE CANNES
LUTZ, FL 33558-5336

B H E PROPERTIES LLC,
8011 COPELAND RD
ODESSA, FL 33556-3282

BAETENS, BRYAN A, BAETENS,
KIMBERLY J
742 MIDDLESEX RD
GROSSE POINTE PARK, MI 48230-
1742

BAILEY, JANNA LEEDS, LEEDS,
FRANK III & VIRGINIA S JOINT TRUST
357 REX PL APT F
MADEIRA BEACH, FL 33708-1932

BAKER, DAVID R, BAKER,
CHARLOTTE M
360 LANE 470A LAKE JAMES
ANGOLA, IN 46703-8003

BALDANZA, THOMAS, BALDANZA,
DIANE
228-04 HORACE HARDING EXPY
BAYSIDE, NY 11364-2433

BARRINS, MARY TRUST, BARRINS,
EUGENE B TRE
85-04 55TH AVE
ELMHURST, NY 11373-4337

BATTEN, NANCY TRUST, BATTEN,
NANCY TRE
247 REX PL APT B
MADEIRA BEACH, FL 33708-1934

BATTEN, TONY F, BATTEN, BERNICE
M
10RENDELL PL
ST JOHNS NL A1B 1L3,
CANADA

BEATTY, CHRISTINE,
2104 N COLDSRING RD
ARLINGTON HEIGHTS, IL 60004-7292

BECKER, JOHN B, ELDRIDGE,
WILLIAM T
401 150TH AVE APT 241
MADEIRA BEACH, FL 33708-2069

BERNARD, ROBERT M, BERNARD,
SANDRA L
5964 HERZMAN DR
EVERGREEN, CO 80439-5407

BERNHARDT, EMILY E TRE,
29132 EASTMAN TRL
NOVI, MI 48377-2858

BERRY, ROGER W,
2868 21ST AVE N
ST PETERSBURG, FL 33713-4204

BEWERNICK, BEVERLY,
329 E CHESTERMERE DR
CHESTERMERE AB T1X 1A3,
CANADA

BICKETT, LANA CARMEN,
380 MEDALLION BLVD APT C
MADEIRA BEACH, FL 33708-1943

BIKOWITZ, PAUL W,
17212 JOURNEYS END DR
ODESSA, FL 33556-2443

BINCE, JAMES G, BINCE, KAREN
184 LAKESHORE BLVD
FLESHERTON ON N0C 1E0,
CANADA

BLACK, JAMES R, BLACK,
MARGARET A
425 150TH AVE APT 2403
MADEIRA BEACH, FL 33708-2076

BLONIARZ, JOHN,
410 161ST AVE
REDINGTON BEACH, FL 33708-1657

BOEHLLOW, ROGER W,
836 EVANS AVE
SAINT LOUIS, MO 63122-2744

BONIVICH, DANIEL, BONIVICH,
ANDREA
1740 GULF BLVD APT 1504
REDINGTON SHORES, FL 33708

BOOCOCH, DOUGLAS W, BOOCOCH,
SHEILA M
2089 THORNKA DR
OAKVILLE ON L6L 1K5,
CANADA

BOROWSKI, JAMES L, BOROWSKI,
LINDA I
3581 WINDING BROOK CIR
ROCHESTER HILLS, MI 48309

BOTTEGO, LOUIS J JR, BOTTEGO,
DEBRA KAY
233 REX PL UNIT A
MADEIRA BEACH, FL 33708-1945

BOYLE, JOHN S, BOYLE, KATHLEEN
A
1711 SURF AVE N
WILDWOOD, NJ 08260-5558

BRADY, HUGH P REV TRUST,
BRADY, CAROL A REV TRUST
14950 GULF BLVD APT 1107
MADEIRA BEACH, FL 33708-2052

BRAZEAU, RONALD F, BRAZEAU,
ELIZABETH R
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2743 LAKE SHORE RD
BRIGHTS GROVE ON N0N 1C0,
CANADA

BREWER, JOE P JR, BREWER,
JOYCE
401 150TH AVE APT 247
MADEIRA BEACH, FL 33708-2053

BROOKS, JEFFREY S,
425 150TH AVE APT 2205
MADEIRA BEACH, FL 33708-2076

BROOMFIELD, ALEX D,
BROOMFIELD, RUTH L
1660 COUNTY RD 22
CASTLETON ONT K0K 1M0,
CANADA

BROSE, ROBERT E, BROSE,
KIMBERLY M
4960 MEADOW CREST DR
ALLISON PARK, PA 15101-1079

BROWN, JEFFREY D, BROWN,
TABITHA L
201 150TH AVE
MADEIRA BEACH, FL 33708-2007

BROWN, JOHN P, BROWN, MILDRED
S
1511 NORTSHORE DR
MAHOMET, IL 61853-8926

BRUNNER, KARL H REV TRUST,
BRUNNER KARL H TRE
285 PALMER RD
BANGOR, PA 18013-9279

BURG, ROBERT D TR,
9009 BAYWOOD PARK DR
LARGO, FL 33777-4630

BURKERT TRUST, BURKERT, JOHN
TRE
148 CHURCHGATE
CHESHUNT HERTS EN8 9DZ,
UNITED KINGDOM

BURNETT, MIKE, BURNETT, YVONE
215 MEDALLION BLVD APT B
MADEIRA BEACH, FL 33708-1955

BUTLER, EDWARD S III,
130 E MADEIRA AVE
MADEIRA BEACH, FL 33708-2016

BYKOWSKI, OREST M,
3 HELEN PLACE
ST ALBERT, AB T8N 5R3,
CANADA

BYRNE, MICHAEL J,
9138 HIGHLAND RIDGE WAY
TAMPA, FL 33647-2277

CAMLIN, CHESTER A, CAMLIN,
PHYLLIS E
1909 SEDGEFIELD ST
BRANDON, FL 33511-2328

CAMPAGNOLA, JOSEPH,
CAMPAGNOLA, KATHLEEN R
14720 SEMINOLE TRL
SEMINOLE, FL 33776-1078

CAPITAL VENTURES I INC,
9103 E 37TH ST N
WICHITA, KS 67226-2010

CARSON TRUST, CARSON, PATRICK
T TRE
16213 E COURSE DR
TAMPA, FL 33624-1125

CARTER, EZRA W, CARTER, JUDITH
L
160 LLOYD DR
MARIETTA, GA 30066-3422

CARTER, GLENN D,
267 REX PL APT A
MADEIRA BEACH, FL 33708-1926

CASCIARO, LOUIE J,
2015 SOUTHWAY DR
ARNOLD, MO 63010-5102

CASEY, WILLIAM, CASEY, CAROL
340 WHITE HALL TER
BLOOMINGDALE, IL 60108-1398

CASSAR, VINCENT C TRE UTD
10/15/92,
175 MEDALLION BLVD APT H
MADEIRA BEACH, FL 33708-1953

CASTELLANO, PETER M,
CASTELLANO, KAREN A
21 PRINCETON DR
TAPPAN, NY 10983-1613

CATER, DAVID E, CATER, MARY J
623 BOCA CIEGA POINT BLVD S
ST PETERSBURG, FL 33708-2717

CENTER FOR SPECIAL NEEDS
TRUST ADMINISTRATION INC,
4912 CREEKSIDE DR
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CHAPMAN, NANCY L, CHAPMAN,
RICHARD M
14950 GULF BLVD APT 807
MADEIRA BEACH, FL 33708-2045

CHIANO, GERALD E, CHIANO, EDITH
77 NOTTINGHAM AVE
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CHMIELEWSKI, THOMAS R,
RUSSELL, SHARON L
240 MEDALLION BLVD APT H
MADEIRA BEACH, FL 33708-1952

CHODOR, WALTER A, CHODOR,
PENNY B
3002 S POPLAR AVE
CHICAGO, IL 60608-5807

CHRISTIE, JOEL S, CHRISTIE,
KUSUM
100 BLUFF VIEW DR APT 514A
BELLEAIR BLUFFS, FL 33770-1372

CHRISTOPHER, GAIL EST,
368 NORTH PINION HILLS DR
DAMMERON VALLEY, UT 84783-5177

CLARK, RUDY,
304 PAPAYA DR
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CLARKE, JOAN,
301 MEDALLION BLVD
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163 CARDINAL DR
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COCHRAN, WILLIAM J, COCHRAN,
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399 150TH AVE APT 219C
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COLLINS, KATHERINE,
14950 GULF BLVD APT 506
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COLOMBO, MICHAEL, COLOMBO,
PATRICIA
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COLUCCI, ANTHONY, COLUCCI,
KAREN L
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CONAL LLC,
1279 86TH AVE N
ST PETERSBURG, FL 33702-2913

CONTINELLI, GRACE, CONTINELLI,
TONY
31 SAWMILL RD APT 5
ST CATHARINES ON L2S 0A1,
CANADA

CORONA, MATTHEW, CORONA,
ELIZABETH HOPE
10024 S RIVIERA PT
HOMOSASSA, FL 34448-5311

COWSILL, RHONDA,
14950 GULF BLVD APT 1106
MADEIRA BEACH, FL 33708-2051

CROCKETT, BUNNY S,
260 MEDALLION BLVD APT F
MADEIRA BEACH, FL 33708-1961

CURLEY, ROBERT G, CURLEY,
DEBORAH M
34 BLAIR ATHOL CRES
TORONTO ON M9A 1X5,
CANADA

CUSACK, ROBERT P, CUSACK,
JUDEAN A
399 150TH AVE APT 217
MADEIRA BEACH, FL 33708-2096

DALESSANDRO, LORAINÉ,
DALESSANDRO, JOSEPH
273 REX PL APT H
MADEIRA BEACH, FL 33708-1927

DANIEL, THOMAS J,
PO BOX 830
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DAVIES, JANET E, HOLDEN, GAIL
13575 58TH ST N
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DE MASCIO, JANET, DE MASCIO,
VINCENT
2 WADE RD
ANCASTER ON L9G 3Y2,
CANADA

COOK, JOHN D, COOK, SUELLEN E
12332 WYCLIFF PL
TAMPA, FL 33626-2632

COSBY, LARRY C,
232 SHADY OAKS CIR
LAKE MARY, FL 32746-3686

COX, PETER, COX, CAROL
REDINGTON
LONDON RD ENGLEFIELD GREEN
SURREY TW20 OBP,
GREAT BRITAIN

CROUTER, WILLIAM H, CROUTER,
ELAINE F
399 150TH AVE # 320-C
MADEIRA BEACH, FL 33708-2097

CURRY, KEVIN, CURRY, RISANN
198 LAGOON DR
PALM HARBOR, FL 34683-5468

D A LOWRY INC,
2116 HUNTLEIGH POINTE
ORLANDO, FL 32835-5938

DALY, DOLORES R REV TRUST,
DALY, DOLORES R TRE
3302 ARUBA WAY APT O1
COCONUT CREEK, FL 33066-2604

DANIELS, NELSON E JR, DANIELS,
PATRICIA A
399 150TH AVE APT 215
MADEIRA BEACH, FL 33708-2096

DE BOY CARRIE D,
8459 MEADO9W LN
PASADENA, MD 21122-2917

DE NEAULT, PATRICE, LA ROSE,
CHANTAL
747 HUNTERS RUN BLVD
LAKELAND, FL 33809-6641

CORMAN, R J REAL ESTATE LLC,
PO BOX 788
NICHOLASVILLE, KY 40340-0788

COSTELLO, CARYN, COSTELLO,
JOHN A REVOCABLE LIVING TRUST
229 MEDALLION BLVD APT H
MADEIRA BEACH, FL 33708-1957

COYLE, GEORGE W, COYLE,
CAROLE A
301 MEDALLION BLVD APT A
MADEIRA BEACH, FL 33708-1956

CUNNINGHAM, BERTRAM B,
1425 MASSILLON RD
AKRON, OH 44306-4139

CUSACK, ROBERT P, CUSACK,
JUDEAN A
399 150TH AVE APT 217
MADEIRA BEACH, FL 33708-2096

D J M A K LLC,
14033 PALM ST
MADEIRA BEACH, FL 33708-2216

DANIEL, KATHY E,
PO BOX 830
PINELLAS PARK, FL 33780-0830

DAVIES FAMILY TRUST, DAVIES, KIM
WILLIAM TRE
7525 SADLER RD
MOUNT DORA, FL 32757-7245

DE FRANCESCO, PHILIP TRE, DE
FRANCESCO, ROSA TRE
7345 W AINSLIE ST
HARWOOD HTS, IL 60706-3516

DE ROLLER, CHARLES L, DE
ROLLER, THERESA L
691 GASBERRY LN
WEBSTER, NY 14580-2619

DE SANTIS, VINCENT,
304 LAGOON DR
COPIAGUE, NY 11726-5409

DEASON, STANLEY D III,
2805 LONGLEAF LN
PALM HARBOR, FL 34684-3516

DEMETRIOU, F KAREN, BIRRELL,
CORINNE
33 SMITHS RD
MCKELLAR ON P2A 0B5,
CANADA

DEMEYERE, DENNIS, DEMEYERE,
SHARON
2882 LOCHMOOR BLVD
LAKE ORION, MI 48360-1987

DEXTER, DAVID W, DEXTER,
PATRICIA A
6297 STONEBRIDGE DR
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DI MARIA, CAROL,
319 THOMASTON RD
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DICKINSON, DIANE A,
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DUNEDIN, FL 34697-1332

DICKMAN, JAMES R, DICKMAN,
TERESA A
17555 2ND ST E
REDINGTON SHORES, FL 33708-
1219

DIMARCO, LUCIO GABRIEL,
DIMARCO, JANICE MARIE
452 OJIBWAY ST
WOODSTOCK ON N4T 1C5,
CANADA

DITTING, FALK W,
BRUNNENWEG 2A
D-35606 SOLMS,
GERMANY

DIX, GERALD L LIV TRUST,
3498 E MARGARET DR
TERRE HAUTE, IN 47802-3464

DOUTHIRT, JOHN E LIVING TRUST,
DOUTHIRT, JOHN E TRE
401 105TH AVE UNIT 271
MADEIRA BEACH, FL 33708

DUARTE, STEVEN, DUARTE,
EDUARDO
2 HEMLOCK CT
HACKETTSTOWN, NJ 07840-4149

DUNLAP, PETER W,
BOX 30844
EAST ST PAUL MB R2E 1H3,
CANADA

DUPONT, JOSEPH,
65 LEXINGTON WAY N
MILFORD, CT 06461-1855

EASTIN, CHARLINE A,
PO BOX 8828
MADEIRA BEACH, FL 33738-8828

EASTWOOD, FREDERICK S,
EASTWOOD, LAYLA
PO BOX 6046
SAN RAMON, CA 94583-0746

EDWARDS, RAYMOND L, EDWARDS,
DOROTHY HAYNES
7443 BLUE SKIES DR
SPRING HILL, FL 34606-7223

EIGENMANN, MARIAN P,
275 MEDALLION BLVD APT H
MADEIRA BEACH, FL 33708-1965

ELISEO, MARY, ABBATIELLO,
VINCENT J
109 STERLING CT
SYOSSET, NY 11791-2421

ELIZIND, ADEL, ZUCCONI, ARLENE
4 162ND AVE
REDINGTON BEACH, FL 33708-1620

ELLERT, CLARA K,
37 VIA MARIA DR
SCOTIA, NY 12302-5726

ELVIN, MICHAEL S, ELVIN,
KATHLEEN M
3833 WOODLAND AVE
WESTERN SPRINGS, IL 60558-1119

ELZIND, ADEL, ZUCCONI, ARLENE
4 162ND AVE
REDINGTON BEACH, FL 33708-1620

ELZIND, NABILA H,
5 NW HEATHERSTONE RD
LAWTON, OK 73505

ENDER, ROBERT K, ENDER,
CHERYL M
1605 CHRISTIAN ST
LOUISVILLE, KY 40213

ERNEST, HARVEY F JR, ERNEST,
PAMELA K
6420 WOODVILLE DR
FALLS CHURCH, VA 22044-1427

ERNEST, HARVEY F JR, ERNEST,
PAMELA K
6420 WOODVILLE DR
FALLS CHURCH, VA 22044-1427

EVANS, CONSTANTINA,
PO BOX 86157
MADEIRA BEACH, FL 33738-6157

EYDENBERG, ROBERT C,
EYDENBERG, RAEANN J
48 INDEPENDENCE DR
LEOMINSTER, MA 01453-5213

F L A CONTRACTORS INC,
PO BOX 67128
ST PETE BEACH, FL 33736-7128

FALA, JOSEPH A, FALA, KATHLEEN
14950 GULF BLVD APT 507
MADEIRA BEACH, FL 33708-2041

FANT, MICHAEL A, FANT, BARBARA
D
317 REX PL APT A
MADEIRA BEACH, FL 33708-1938

FARIS, MARK, BARDHI, XHELIOLA
15000 GULF BLVD UNIT 601
MADEIRA BEACH, FL 33708-2033

FARRA LIVING TRUST, FARRA,
GERARD J TRE
323 REX PL APT B
MADEIRA BEACH, FL 33708-1928

FARRA, THOMAS J, FARRA,
FLORENCE
190 WASHINGTON AVE
MASTIC BEACH, NY 11951-1622

FAULKNER, JOAN M, FAULKNER,
JOHN J
12315 CANOLDER ST
RALEIGH, NC 27614-6806

FECH, NELLI,
1101 CAMERON AVE STE 62
KELOWNA BC V1Y 8W1,
CANADA

FERANEC, VICTORIA MITALOVICH,
273 REX PL APT A
MADEIRA BEACH, FL 33708-1927

FINKLER, BRUCE, FINKLER,
CHARLOTTE
358 NORTHBRIDGE CT
BRUNSWICK, OH 44212-1896

FL BEACH CENTRE CONDO ASSN,
150TH AVE
MADEIRA BEACH, FL 33708

FLEMING, MATHEW G, FLEMING,
IRINA N
14950 GULF BLVD APT 903
MADEIRA BEACH, FL 33708-2046

FLORIDA FUDGE INC,
24 WEDGEWOOD CRESCENT
EDMONTON AB T6M 2N4,
CANADA

FOLLETT, JOHN, FOLLETT, CYNTHIA
305-760 CHAPMAN MILLS DR
NEPEAN ON K2J 3V2,
CANADA

FORD-WHITTINGTON, JOHN, FORD-
WHITTINGTON, KATHERINE
24644 DOWNIE LN
WEST LORNE ON N0L 2P0,
CANADA

FOREST, ANDRE, GIRARD, MARIE
39 IMPASSE DE LA ROCHE
SHEFFORD QC J2M 1P3,
CANADA

FOSNAUGH, ANN E & DENNIS E REV
LIVING TRUST, FOSNAUGH, DENNIS
E TRE
295 TRADEWINDS DR APT 203
SAN JOSE, CA 95123-6078

FOWLER, CURTIS J EST,
38304 CALLAWAY BLVD
DADE CITY, FL 33525-0842

FULLER, JULIE M,
PO BOX 66945
ST PETE BEACH, FL 33736-6945

FUSILLO, CONCETTA G,
21 DEER RUN RD
LINCOLN, MA 01773-2503

G D T CARVELLI HOLDINGS LLC,
399 150TH AVE APT 316C
MADEIRA BEACH, FL 33708-2097

GAETANI, ISABEL L TRE,
15000 GULF BLVD APT 805
MADEIRA BEACH, FL 33708-2036

GALLAGHER, ROBERT F TRUST,
GALLAGHER, ROBERT F TRE
507 CRYSTAL DR
MADEIRA BEACH, FL 33708-2363

GANO, JAMES E, GANO,
GWENDOLYN H
20 POHATCONG DRIVE
WASHINGTON, NJ 07882-1579

GARBATI, BRUNO, GARBATI,
FRANCA
28 POPLAR HEIGHTS DR
ETOBICOKE ON M9A 5A2,
CANADA

GARDNER, JOHN W, BRUMLEY,
PATRICIA A
221 EAST ROBERTSON ST
BRANDON, FL 33511-5234

GARGANO, SALVATORE F, GRAFFY,
PAULA J
13622 BIRCH CT
LEMONT, IL 60439-9776

GASPERUT, GERALDINE J,
GASPERUT, LOUIS P
2449 WINDING BROOK CT
ROCHESTER HILLS, MI 48309-4731

GAY, WILLIAM, GAY, CAROL
12015 SUGARLAND VALLEY DR
HERNDON, VA 20170-2604

GEORGE, JOSEPH P, GEORGE,
JANE
15000 GULF BLVD APT 401
MADEIRA BEACH, FL 33708-2031

GHOVAEE, HOUSH,
423 150TH AVE APT 1206
MADEIRA BEACH, FL 33708-2074

GIDEON, WILLIAM C, GIDEON, LEILA
F
4929 ROCK ISLAND COURT
WIMAUMA, FL 33598-4019

GIL, NANCY M,
806 VALLEY HILL CT
BRANDON, FL 33510-3546

GILMAN FAMILY TRUST, GILMAN,
STANELY M TRE
21042 KAUSCH CIR
HUNTINGTON BEACH, CA 92646-
7135

GIOVANNOLI, ANTHONY,
GIOVANNOLI, LAURA
56 YANKEE HILL RD
RIDGEFIELD, CT 06877-3631

GLEASON, PATRICIA M,
345 MEDALLION BLVD APT A
MADEIRA BEACH, FL 33708-1944

GODSELL, EAMONN, GODSELL,
DONNA
3587 TRELAWNY CIR
MISSISSAUGA ON L5N 6N8,
CANADA

GOGLIA, RONALD J, GOGLIA,
JOANNE T
2063 SHERBROOKE DR
BETHLEHEM, PA 18015-5545

GOMEZ FAMILY TRUST,
12700 LAKE MARY JANE RD
ORLANDO, FL 32832-6409

GOSNELL, JAN T LIVING TRUST,
GISBEKKM JAN T TRE
3118 FEATHERWOOD CT
CLEARWATER, FL 33759-4412

GOST, CHARLENE M, GOST, KEVIN
D
6N812 MURRAY CT
SAINT CHARLES, IL 60175-6826

GOST, DONALD E, GOST, JANET
11503 N EAGLE LN
HAYWARD, WI 54843-5265

GOULART, PAULO, GOULART,
BERTHA
338 FRANKLIN ST
ELIZABETH, NJ 07206-1603

GRASMAN, BARBARA J TRUST,
GRASMAN, BARBARA J TRE
15000 GULF BLVD UNIT 603
MADEIRA BEACH, FL 33708

GREEN, BRYAN,
151 MEDALLION BLVD APT C
MADEIRA BEACH, FL 33708-1921

GREEN, MELISSA,
230 MEDALLION BLVD UNIT C
MADEIRA BEACH, FL 33708-1958

GREENE, KEVIN, GREENE, TATIANA
24 CHESTNUT ST
ISLIP, NY 11751-3507

GREENING, JOAN A,
863 MAIN ST
HAMDEN, CT 06514-1411

GREENSTEIN, NEIL S, CONRAD,
LAUREL A
357 REX PL APT E
MADEIRA BEACH, FL 33708-1932

GRICE, MAUREEN FRANCINE,
GRICE, THOMAS ROBERT
38 DAFFODIL CRESCENT
ANCASTER ON L9K 1C8,
CANADA

GROSS, TIM,
1418 CLOVERFIELD DR
BRANDON, FL 33511-8381

GULF BEACH INVESTMENT
HOLDINGS INC,
203 150TH AVE
MADEIRA BEACH, FL 33708-2007

GUNSHANAN, MARGARET,
4040 LAKE MIRA DR
ORLANDO, FL 32817-1642

HADLER, ERYL, VILLANYI, LESLEY
SIAN
1014 BAY HARBOUR PL
TAMPA, FL 33602-5952

HALT, JANET L, FRIEDMAN, JUDY G
912 LOVINGSTON DR
PITTSBURGH, PA 15216-1710

HAMEROFF, NATHAN M FAM LTD
PTN,
1190 80TH STREET CT S
ST PETERSBURG, FL 33707-2725

HAMILTON, ALFRED J, HAMILTON,
ANNE
5190 IDLEWOOD CRES.
BURLINGTON ONTARIO L7L 3Y6,
CANADA

HAMILTON, LESLIE L, SHAFFER,
PAUL DOUGLAS
2710 BELLFOREST CT APT 208
VIENNA, VA 22180-7334

HAMILTON, ROGER L,
1310 E MAIN ST
CRAWFORDSVILLE, IN 47933-2001

HANCKS, RICKY D, HANCKS, NANCY
J
809 LAKE RIDGE DR
WOODBURY, MN 55129-9223

HANER, ROBERT M, APRILE,
GAETANA T
5221 LAUREL POINTE DR
VALRICO, FL 33596-8280

HANGES, PERRY S, HANGES,
KRISTINA T
837 OCEAN BLVD
HAMPTON, NH 03842-2514

HANSON, RICHARD G, HANSON,
HUA S
PO BOX 276
TERRA CEIA, FL 34250-0276

HARRIS, JAY A, HARRIS, ALMETA
215 MEDALLION BLVD APT E
MADEIRA BEACH, FL 33708-1955

HARRIS, THOMAS J, HARRIS,
LOUISE E
PO BOX 699
CARBONEAR NL A1Y 1C2,
CANADA

HARRIS, TIM J, HARRIS, DEBORAH F
215 MEDALLION BLVD APT A
MADEIRA BEACH, FL 33708-1955

HART, RODGER IAN, HART, HAZEL
DAWN
423 150TH AVE APT 1204
MADEIRA BEACH, FL 33708-2074

HARTMAN, JERALD, HARTMAN,
SUSAN
3801 STUMP RD
DOYLESTOWN, PA 18902-9125

HARTMAN, RICHARD, HARTMAN,
JENNIFER L
380 MEDALLION BLVD APT A
MADEIRA BEACH, FL 33708-1943

HAVERKAMP, DEAN E, HAVERKAMP,
SIMONE
4914 VAN WALBEEK PL
ANNANDALE, VA 22003-6024

HECK, JAMES D, HECK, JENNIFER A
399 150TH AVE APT 315C
MADEIRA BEACH, FL 33708-2097

HEIN, LINDA C,
401 150TH AVE APT 221
MADEIRA BEACH, FL 33708-2029

HENDERSON, JEAN C,
363 MEDALLION BLVD APT B
MADEIRA BEACH, FL 33708-1968

HEPPNER, REBEKAH S,
1125 25TH AVE N
ST PETERSBURG, FL 33704-2731

HERLEIN, CLINTON L,
8198 TERRACE GARDEN DR N UNIT
507
ST PETERSBURG, FL 33709-1015

HICKEY, HUBERT, HICKEY, TAMMY
PO BOX 31
MT PEARL NL A1N 2C1,
CANADA

HICKEY, JAMES EDWARD, HICKEY,
LAURIE ELIZABETH
126 RUSHDALE DR
HAMILTON ON L8W 2Z3,
CANADA

HICKEY, TAMMY,
PO BOX 31
MOUNT PEARL NL A1N 2C1,
CANADA

HILL, DAVID, HILL, PAMELA J
888 MODLIN RD
PICKERING ON L1W 1V7,
CANADA

HINES, V DOUGLAS REV TRUST,
HINES, V DOUGLAS TRE
11 FAIRFIELD DR
CATONSVILLE, MD 21228-5026

HIRSCH, ERICA,
1 ST JOHNS RD
E MOLESEY SURREY KT89SH,
GREAT BRITAIN

HITTERMAN, DAVID A, CALKINS,
BRIAN J
423 150TH AVE APT 1504
MADEIRA BEACH, FL 33708-2074

HODGSON, DAVE, HODGSON,
CLAUDINE
802 BIRCHWOOD AVE
CAMBRIDGE ON N3H 2V5,
CANADA

HOPE, ERIC, HOPE, ROSANNA
43 WINGATE AVE
METHUEN, MA 01844-6403

HORDER, JAMES W TRE, HORDER,
DIANE J TRE
425 150TH AVE APT 2305
MADEIRA BEACH, FL 33708-2076

HORRELL, GARRISON G, HORRELL,
LINDA M
14950 GULF BLVD APT 907
MADEIRA BEACH, FL 33708-2046

HOUGH, RAYMOND R TRE,
55 HARRISTOWN RD STE 306
GLEN ROCK, NJ 07452-3303

HUBBARD, VINTON L TRE,
HUBBARD, LOIS E TRE
14950 GULF BLVD APT 1206
MADEIRA BEACH, FL 33708-2062

HUGHES, WILSON A JR, HUGHES,
CARLA A
171 MEDALLION BLVD APT F
MADEIRA BEACH, FL 33708-1951

HUNT, JEFFREY ALAN, HUNT,
KRISTEN THORNLEY
4906 YACHT CLUB DR
TAMPA, FL 33616-1324

HUNTINGTON HOTEL CORP,
643 DE SOTO DR
TIERRA VERDE, FL 33715-2018

HUTTON, CHRISTOPHER J,
3118 W BAY VILLA AVE
TAMPA, FL 33611-1502

IERNA, WILLIAM,
401 150TH AVE APT 227
MADEIRA BEACH, FL 33708-2029

INGRAM, DAVID V, INGRAM, RENEE
M
5320 W AZEELE ST
TAMPA, FL 33609-3502

J C B AEB LEGACY LLC,
13027 BOHEME DR
HOUSTON, TX 77079

J M S LLC,
4916 S LOIS AVE
TAMPA, FL 33611-3439

J M S LLC,
5144 PINE TREE LN
WESLEY CHAPEL, FL 33543-4305

JARMEK, BRIAN, JARMEK,
GORDANA
11945 S WOODLAND ST
OLATHE, KS 66061-9312

JENKINS, JODIE C, DOERGER,
MICHAEL
5015 ABBOT RUN CT
LIBERTY TOWNSHIP, OH 45011-8657

JENSEN, JAN S, JENSEN, MICHAEL A
8 COYOTE GLEN
SOUTHWICK, MA 01077-9234

JOAQUIN FAMILY REVOCABLE
TRUST, JOAQUIN, DANIEL TRE
913 WHITNEY GROVE RD
DERRY, NH 03038-5839

JOHNSON, LINDA B, VANZUUK,
TARA E
608 WILLOW ST
WATERBURY, CT 06710-1212

JOHNSON, SIGRID R,
205 SUMMITT ST
SWEETWATER, TN 37874-2534

JONES, ALBERT J, JONES,
KATHLEEN A
21642 KNIGHTS LN
BROWNSTOWN, MI 48183-7617

K G ENTERPRISES 401K TRUST,
GREENE, KEVIN M TRE
24 CHESTNUT ST
ISLIP, NY 11751-3507

KACZMARSKI, SCOTT, SHEA, KIM
172 BEMIS AVE
CHICOPEE, MA 01020-1708

KANIA, RICHARD L, KANIA, GWYNN L
14950 GULF BLVD APT 802
MADEIRA BEACH, FL 33708-2044

KARACHANSKY, HEIDI,
229 MEDALLION BLVD APT I
MADEIRA BEACH, FL 33708-1957

KARASCH, THOMAS E, KARASCH,
MARGARETE
473 CARRIAGE HOUSE LN
TARPON SPRINGS, FL 34688-7251

KEARNEY, SHAWNA,
517 N MAIN ST
OLD FORGE, PA 18518-1811

KELCH, NANCY J,
14950 GULF BLVD APT 406
MADEIRA BEACH, FL 33708-2040

KELLER REVOCABLE TRUST,
KELLER, ROSEMARY J TRE
401 150TH AVE APT 261
MADEIRA BEACH, FL 33708-2053

KELLEY, CHARLES D, KELLEY,
REITA D
359 MEDALLION BLVD APT B
MADEIRA BEACH, FL 33708-1967

KELLY, JOSEPH H JR, KELLY,
REBECCA M
4213 W VASCONIA ST
TAMPA, FL 33629-8418

KELLY, NIGEL P, KELLY, TERESA
63 TIRQUIN RD
OMAGH
CO TYRONE BT797NE,
N IRELAND

KERNS, MAYNARD W LIVING TRUST,
KERNS, MAYNARD W TRE
401 150TH AVE APT 251
MADEIRA BEACH, FL 33708-2053

KESLER, BRENT, KESLER, TERESA
17350 W 163RD ST
OLATHE, KS 66062-8224

KILLEEN, MATTHEWS JOSEPH,
11040 64TH TER
SEMINOLE, FL 33772-6707

KILPATRICK, BARBARA,
KILPATRICK, WILLIAM G
961 RIDGEMOUNT BLVD
OSHAWA ON L1K 2M1,
CANADA

KING, DIANE N TRUST, KING, DIANE
N TRE
118 SHERYL LYNN DR
BRANDON, FL 33510-2126

KIRKLAND, ARDENE,
120 WOODLAWN RD E # 1
GUELPH ON N1E 1B7,
CANADA

KLINGER, KURT, KLINGER, HANNE-
LORE
230 MEDALLION BLVD APT B
MADEIRA BEACH, FL 33708-1969

KLINGER, REINHARD,
4597 NORTHWOODS DR
OTTAWA ON K0A 3M0,
CANADA

KLOUDA, MARILYN H,
5311 GOLDEN VALLEY RD
GOLDEN VALLEY, MN 55422-4503

KOCH, HUBERT,
821 GARDEN DR
FRANKLIN SQ, NY 11010-3924

KOMIN, KEVIN A,
1951 N FOUNTAIN BLVD
SPRINGFIELD, OH 45504-1170

KOPACEK, GORDON J, KOPACEK,
ALICE B
15590 WILDWOOD CIR SE
PRIOR LAKE, MN 55372-2039

KOPITA, SALVATORE,
7650 132ND WAY
SEMINOLE, FL 33776-3920

KOWALEWSKI, STELLA,
14950 GULF BLVD APT 707
MADEIRA BEACH, FL 33708-2044

KRAWCZYK, ROBERT J, KRAWCZYK,
DARLENE M
425 150TH AVE APT 2405
MADEIRA BEACH, FL 33708-2076

KRUMANOCKER, WILLIAM F,
245 MEDALLION BLVD APT G
MADEIRA BEACH, FL 33708-1960

KUKKEE, KENNETH, PELTOKANGAS,
EIJA
194 RAYNARD RD
THUNDER BAY ON P7G 1K7,
CANADA

LA TIERRA FOUNDATION LLLP,
15000 GULF BLVD APT 1002
MADEIRA BEACH, FL 33708-2037

LAMB, JAMES M, LAMB, KATHLEEN P
80 KNOLLWOOD DR
ROCHESTER, NY 14618-3513

LANCASTER, MARC D,
14950 GULF BLVD APT 808
MADEIRA BEACH, FL 33708-2045

LANDDECK, JOHN R, LANDDECK,
MELISSA M
15000 GULF BLVD APT 1202
MADEIRA BEACH, FL 33708-2057

LANGLOIS, LAWRENCE H,
LANGLOIS, CHERYL A
181 MIMOSA CIR
RIDGEFIELD, CT 06877-2504

LANT, REGINALD ANTHONY,
HERGOTT, ELIZABETH LOUISE
7 ARNIES CHANCE
STOUFFVILLE ON L4A 1M1,
CANADA

LAPKA, RONALD G, LAPKA, VI T
10100 S 83RD AVE
PALOS HILLS, IL 60465-1438

LAWSON, JAMES, LAWSON, JANE
4034 ERINDALE STATION RD
MISSISSAUGA ON L5C 3T8,
CANADA

LEAVITT, JAMES P,
913 HEMINGWAY CIR
TAMPA, FL 33602-5980

LEBLANC, RICHARD, LEBLANC,
BARBARA
17 ROSTELLAN ST
ST JOHN'S NL A1B 2T7,
CANADA

LEDERGERBER, DIANE,
306 WEISS AVE
LEMAY, MO 63125-1623

LEE, EUGENE O JR, LEE, KIMBERLY
M
1139 MYRTLE RD
VALRICO, FL 33596-7128

LEIPS, JEFFERY WAYNE, D'SOUZA,
THERESA
1206 LONGBOW RD
MOUNT AIRY, MD 21771-5678

LEWIS, ANNE G,
86 SHALFORD RD
SOLIHULL WEST MIDLANDS B92
7NF,
ENGLAND

LIPA REVOCABLE TRUST, LIPA,
JOHN J TRE
399 150TH AVE APT 117C
MADEIRA BEACH, FL 33708-2067

LITTLE, ROLLAND N, LITTLE, LESLIE
A
245 MEDALLION BLVD APT A
MADEIRA BEACH, FL 33708-1960

LLEWELLYN, DAVID, LLEWELLYN,
DIANNE
135 ROYAL ORCHARD DR
KITCHENER ONT
ONTARIO N2N 1S2,

LOVEC, JOSEF, LOVEC, ANN
329 MEDALLION BLVD APT H
MADEIRA BEACH, FL 33708-1940

LOVEC, OLIVER,
329 MEDALLION BLVD APT H
ST PETERSBURG, FL 33708-1940

LOY, WILLIAM M, SEIDL, MICHAEL D
JR
338 BOCA CIEGA POINT BLVD
ST PETERSBURG, FL 33708

LUBERTO, FRANK, GALLIPPI,
DOMENICO
122 DUNCAN RD
RICHMOND HILL ON L4C 6J7,
CANADA

LUCHT, JANET B LIVING TRUST,
LUCHT, JANET B TRE
7230 TANGLEWOOD DR
NEW PORT RICHEY, FL 34654-5749

M B Y C 259B LLC,
8177 ACACIA AVE NE
MONTICELLO, MN 55362-4519

MAC MILLAN, DAVID P, MAC MILLAN,
ROSEMARY
5353 GULF BLVD APT A104
ST PETE BEACH, FL 33706-2376

MAC NABB, VICKI, MAC NABB,
JAMES
341 FRASER RD
BURNSTOWN ON K0J 1G0,
CANADA

MACALPINE, HOWARD, MACALPINE,
EDNA
21 VISTA RIDGE CRESCENT
ST JOHN NB E2J 4K4,
CANADA

MADEIRA BEACH TOWN CENTER
LLC,
286 107TH AVE STE 300
TREASURE ISLAND, FL 33706

MADEIRA BEACH YACHT CLUB
CONDO ASSN INC,
210 MEDALLION BLVD
MADEIRA BEACH, FL 33708-1904

MADEIRA BEACH, CITY OF,
300 MUNICIPAL DR
MADEIRA BEACH, FL 33708-1916

MADEIRA COMMONS INC,
4401 W KENNEDY BLVD STE 100
TAMPA, FL 33609-2048

MADEIRA COVE CONDO ASSN,
150TH AVE
MADEIRA BEACH, FL 33708

MADEIRA YACHT LLC,
40 BARBER TER
SOUTH BURLINGTON, VT 05403-6434

MAIA FAMILY TRUST, MAIA, NELSON
SUDA TRE
25657 WESTBURY CT
WARRENVILLE, IL 60555

MAJOR, ADRIAN, PACK, STEPHANIE
37 DUBLIN RD
ST JOHN'S NL A1B 2G2,
CANADA

MALLON, JAMES, MALLON, LYNDA
2580 EDGEWOOD PARK
CAVAN ON LOA 1CO,
CANADA

MANNING, JOHN W, MANNING,
CANDACE K
5007 LOREAN CT
FLOYDS KNOBS, IN 47119-9324

MARANA, JANICE DEANNE,
MARANA, DON GENE
375 ALGER ST
MARQUETTE, MI 49855-3310

MARDT, THOMAS JOSEPH JR,
MARDT, GERALDINE P
401 150TH AVE APT 236
MADEIRA BEACH, FL 33708-2069

MARKEY, DAVID G, MARKEY,
THERESA M
253 REX PL APT G
MADEIRA BEACH, FL 33708-1936

MARSLAND, DAVID W, MARSLAND,
BARBARA A
14950 GULF BLVD APT 1105
MADEIRA BEACH, FL 33708-2051

MARTIN, ALFRED A, MARTIN, TASIA
399 150TH AVE # 220-C
MADEIRA BEACH, FL 33708-2096

MARTIN, JOSEPH J, MARTIN,
BARBARA MARY
PO BOX 99
BEAVERTON ON L0K 1A0,
CANADA

MARTIN, KENDALL PAUL, MARTIN,
ANNE THERESE
933 IRONWOOD DR
CARMEL, IN 46033-9203

MAXWELL, KEVIN,
2870 PHARR CT S UNIT 1404
ATLANTA, GA 30305

MAYER, DAVID J, CASEY, LAUREL
399 150TH AVE APT 317
MADEIRA BEACH, FL 33708-2097

MAZEIKA, DAVID P,
357 REX PL APT B
MADEIRA BEACH, FL 33708-1932

MC CARTHY, SEAMUS, MC CARTHY,
ESTHER
11 MEADOWPARK DR
BALLYVOLNE CORK,
IRELAND

MC CLOSKEY, VERONICA J LLC,
119 OCEAN AVE
BAY SHORE, NY 11706-8717

MC DONAGH, CHRISTOPHER N, MC
DONAGH, LENA H
275 MEDALLION BLVD APT C
MADEIRA BEACH, FL 33708-1965

MC FADDEN, JUDY,
475 THE WEST MALL # 1002
ETOBICOKE ON M9C 4Z3,
CANADA

MC FALL, BRIAN,
831 100TH AVE N
ST PETERSBURG, FL 33702-2205

MC GARVA, BERNARD,
1477 LAKESHORE RD APT 803
BURLINGTON ON L7S 1B5,
CANADA

MC GREEVY, GERARD E, MC
GREEVY, MARY A
156 STONINGTON HILL RD
VOORHEESVILLE, NY 12186-9585

MC KEE, JUDITH A,
380 MEDALLION BLVD APT B
MADEIRA BEACH, FL 33708-1943

MC KENNA, RICHARD P, MC KENNA,
LAURA A
425 150TH AVE APT 2206
MADEIRA BEACH, FL 33708-2076

MC KENNEY, JOHN W, MC KENNEY,
MARY K
15000 GULF BLVD APT 508
MADEIRA BEACH, FL 33708-2033

MC NEIL, KENNETH R,
229 MEDALLION BLVD APT C
MADEIRA BEACH, FL 33708-1957

MC NEIL, KENNETH R,
229 MEDALLION BLVD APT C
MADEIRA BEACH, FL 33708-1957

MC NELIS, JOHN, MC NELIS, ANNA
267 REX PL APT G
MADEIRA BEACH, FL 33708-1926

MC NULTY, WILLIAM A, MC NULTY,
PATRICIA D
5564 OAKHURST DR
SEMINOLE, FL 33772-7039

MELTON, LAURA FORD REVOCABLE
TRUST, PHILLIPS, JULIANNE M
19222 GULF BLVD APT 705
INDIAN SHORES, FL 33785-2155

MENEZES, CLAUDIA M,
401 150TH AVE APT 216
MADEIRA BEACH, FL 33708-2029

MEROLA, DOMINIC, MEROLA,
VICTORIA CUSARE
423 150TH AVE APT 1301
MADEIRA BEACH, FL 33708-2074

MERRILL, THOMAS H, MERRILL,
CONSTANCE J
902 BAY POINT DR
MADEIRA BEACH, FL 33708-2319

MICHAELS, SARAH,
423 150TH AVE APT 1203
MADEIRA BEACH, FL 33708-2074

MILAND, THOMAS J, MILAND, MARIE
PO BOX 1105
KING CITY ON L7B 1B1,
CANADA

MILLWARD, ALLISON W,
229 MEDALLION BLVD APT G
MADEIRA BEACH, FL 33708-1957

MINNIE, BARBARA L, MINNIE,
RANDALL
253 REX PL # 253-E
MADEIRA BEACH, FL 33708-1936

MISKIN, MARY,
12264 92ND TER
SEMINOLE, FL 33772-3209

MITCHELL, SCOTT,
3265 BOESCH DR
PALM HARBOR, FL 34684-1624

MOLINO, DANTE, MOLINO, JANINE
16 SOMERFIELDS DR
WYOMING, PA 18644-9407

MOLLOY, ROBERT J, ROSELLI,
PATRICIA
660 PRINCETON AVE
BRICK, NJ 08724-4839

MONSELL, DAVID, MONSELL,
CAROLINE
69 MAPLE CRESCENT
JANETVILLE ON L0B 1K0,
CANADA

MOORE, ROBERT P TRUST, MOORE,
ROBERT P TRE
92 967 KANEHOA LOOP
KAPOLEI, HI 96707-1318

MORGENSTERN, MARGARET A,
15000 GULF BLVD APT 505
MADEIRA BEACH, FL 33708-2033

MORRIS, JOYCE, CAREY, ROBERT
401 150TH AVE APT 212
MADEIRA BEACH, FL 33708-2029

MORRONEY, LAWRENCE,
MORRONEY, DEBBIE
401 150TH AVE APT 246
MADEIRA BEACH, FL 33708-2053

MORROW, ELBERT E, MORROW,
EVA J
3035 AVALON TERRACE DR
VALRICO, FL 33596-5602

MOSKAL, JAYME D,
160 BLACKWELLS MILLS RD
SOMERSET, NJ 08873-7318

MOY, DOROTHY ANN,
8204 BREEZE COVE LN
ORLANDO, FL 32819-5077

MOZVIK, WILLIAM, MOZVIK,
BEVERLY M
74 OLD KINGS RD
SYDNEY NS B1S 2B5,
CANADA

MULLER, MICHAEL,
14950 GULF BLVD APT 604
MADEIRA BEACH, FL 33708-2042

MULLINS, PATRICK,
156 FOREST RD
CARBONEAR NL A1Y 1A6,
CANADA

MUMM, TINA M REVOCABLE TRUST,
MUMM, TINA M TRE
7911 BLACK RD
THURMONT, MD 21788-1012

MURPHY, DONALD, MURPHY,
MATENA
401 150TH AVE APT 264
MADEIRA BEACH, FL 33708-2053

MURPHY, WILLIAM F, MURPHY,
ELIZABETH A FOX
6416 KING JAMES CT
INDIANAPOLIS, IN 46227-7106

MUZYKA, WILLIAM, MUZYKA,
LEONORA
320 MEDALLION BLVD APT D
MADEIRA BEACH, FL 33708-1941

MYERS, RONALD J, MYERS,
DEBORAH L
4488 ARMANDALE AVE NW
CANTON, OH 44718-4080

MYNSTER, JOHN S, MYNSTER,
MAYRA L
303 REX PL APT A
MADEIRA BEACH, FL 33708-1937

NARCISI, VINCENT J,
401 150TH AVE # PH272
MADEIRA BEACH, FL 33708-2059

NEATHWAY, NANCY, NEATHWAY,
PAUL
928 PINELLAS BAYWAY S
TIERRA VERDE, FL 33715-2109

NEFF, JOHN W, NEFF, MARY E
320 STEWART AVE
WAUKEGAN, IL 60085-2062

NEILAN, TIMOTHY C, NEILAN,
KRISTIN M
6035 BRIDLEFORD DR
WESLEY CHAPEL, FL 33545-3855

NEWBERRY, BRADLEY W,
NEWBERRY, VICKY L
6 REDBUD CT
BETHALTO, IL 62010-1059

NEWKOOP, JOHN L, NEWKOOP,
ANGELINA G
927 TERRA MAR DR
TAMPA, FL 33613-2003

NIEDERHELMAN, LEATRICE,
7959 JOLAIN DR
MONTGOMERY, OH 45242-6423

NOREN, REES E, NOREN, CONNIE K
363 MEDALLION BLVD APT A
MADEIRA BEACH, FL 33708-1968

NOSEWORTHY, LEE,
PO BOX 309
CLARKES BEACH, NL A0A 1W0,
CANADA

NUNEZ FAMILY LIVING TRUST,
NUNEZ, PAULINO NORBERTO TRE
14111 STONEGATE DR
TAMPA, FL 33624-2508

O S BEACH HOME LLC,
64981 EAST BRASSIE DR
TUCSON, AZ 85739-1649

O'BRIEN, AILEEN,
1016 CLATTER AVE
WAKE FOREST, NC 27587-4635

OCEAN SANDS CONDO ASSN,
14950 GULF BLVD
MADEIRA BEACH, FL 33708-2065

OCEAN SANDS TWO CONDO ASSN
INC,
PO BOX 8305
MADEIRA BEACH, FL 33738-8305

OCHOA, JULIO F, OCHOA, BETTY J
8 ACADEMY WAY S APT 124
ST PETERSBURG, FL 33711-5128

O'CONNOR, JOSEPH, O'CONNOR,
CHRISTINE
5100 S OAK PARK AVE
CHICAGO, IL 60638-1114

O'DELL, STEPHEN, O'DELL, REGINA
4614 E VIEW TOP LN
INVERNESS, FL 34452-9014

OLSZEWDKI, LEONARD T, BRIER,
MARIE T
PO BOX 426
VALLEY FORGE, PA 19481-0426

ONEAL, DERRYL B,
323 REX PL APT A
MADEIRA BEACH, FL 33708-1928

ONESTO, RICHARD, ONESTO,
MELANIE
15 PINE MANOR DR
HELLERTOWN, PA 18055-9785

OSPINA, GILMA REV TRUST,
OSPINA, GILMA TRE
303 REX PL APT F
MADEIRA BEACH, FL 33708-1937

O'SULLIVAN, JAMES, O'SULLIVAN,
PATRICIA
401 150TH AVE APT 277
MADEIRA BEACH, FL 33708-2068

PADDOCK, TIMOTHY A, PADDOCK,
BONNIE B
425 150TH AVE UNIT 2404
MADEIRA BEACH, FL 33708-2076

PALLADENO, TRAVIS,
267 REX PL APT B
MADEIRA BEACH, FL 33708-1926

PALMER, ROCCO JR,
363 MEDALLION BLVD APT D
MADEIRA BEACH, FL 33708-1968

PARKER, JENNIFER M,
423 150TH AVE APT 1501
MADEIRA BEACH, FL 33708-2074

PATNODE, CHRIS D, NUNTA,
TATPICHA
1430 CHERRY PL
MOUND, MN 55364-9708

PAXTON, GEORGE B JR, PAXTON,
JUDY J
5559 ROCKPOINTE DR
CLIFTON, VA 20124-0953

PAYLOR, SHANNON, HORNE,
ROBERT
41 MUSKOKA DR
GUELPH ON N1K 1C2,
CANADA

PAYNE HERMANUS LLC,
134 THUNDER RD
EATONTON, GA 31024-5539

PEACOCK, RAYMOND, PEACOCK,
SANDRA
14 SISKIN CRES
ROGIET
MONMOUTHSHIRE SOUTH WALES

PEREIRA, WILLIAM N, PEREIRA,
ANNA M
180 DUNBLAINE AVE
NORTH YORK ON M5M 2S5,
CANADA

PERRO, JEFFERY, PERRO, HEIDI A
4 EVERGREEN TRL
MEDFORD, NJ 08055-9344

PERRY, MICHAEL J,
304 PINE WOOD DR
WEXFORD, PA 15090-8507

PICKREN, JAMES H,
315 MEDALLION BLVD APT G
MADEIRA BEACH, FL 33708-1939

PINELLAS COUNTY,
315 COURT ST
CLEARWATER, FL 33756-5165

PINES MADEIRA LLC,
3301 PONCE DE LEON BLVD PH-STE
CORAL GABLES, FL 33134-7273

POIRIER, PAULETTE, MOWAT,
DANNY
425 150TH AVE APT 2302
MADEIRA BEACH, FL 33708-2076

POKRZYWA, BRIAN, BLACK, LEE-
ANN
1901 SUNNYSIDE BEACH DR
JOHNSBURG, IL 60051-6937

POLITIS, ALEXANDER C,
10114 TARPON DR
TREASURE ISLAND, FL 33706-3123

POLK, DOROTHY V TRUST OF 2007,
POLK, DOROTHY V TRE
151 MEDALLION BLVD APT F
MADEIRA BEACH, FL 33708-1921

POLLEI, JEFFREY A,
608 PRAIRIE HILLS DR
DODGEVILLE, WI 53533-1674

POOLE, SUZANNE E, BARJAK,
GEORGE
425 150TH AVE APT 2306
MADEIRA BEACH, FL 33708-2076

PORTMAN, BRYAN H, PORTMAN,
JENNI C
EYHURST HALL, THE MANOR
HOUSE
OUTWOOD LN

PRENTICE, LESLIE, PRENTICE,
JENNIFER
67 MOUNTAINVIEW CRES
LONDON ON N6J 4M7,
CANADA

PRILEPOK, MILAN, PRILEPOK,
MIROSLAWA M
425 150TH AVE APT 2202
MADEIRA BEACH, FL 33708-2076

PURPLE REALTY TRUST,
SARKISIAN, KAREN H TRE
380 MEDALLION BLVD APT D
MADEIRA BEACH, FL 33708-1943

R F N ENTERPRISES LLC,
15000 GULF BLVD APT 807
MADEIRA BEACH, FL 33708-2036

RAGOR, RONALD E, RAGOR, AMY A
5935 COUNTY ROAD 109
MOUNT GILEAD, OH 43338-9305

RAMEY, CARL A, RAMEY,
JEANNETTA M
P O BOX 685
BURLINGTON, KY 41005-0685

RANGEL, ORLANDO, RANGEL,
DINORAH
2224 BRANCH HILL ST
TAMPA, FL 33612-5128

RANNI, JOAN M, RANNI, DAVID A
220 WELTON ST
SYDNEY NS B1P 5S1,
CANADA

RAPPA, MARILYN F TRUST,
401 150TH AVE APT 273
MADEIRA BEACH, FL 33708-2068

READ, PETER,
399 150TH AVE APT 318
MADEIRA BEACH, FL 33708-2097

REED, GAY R,
16206 1ST ST E
REDINGTON BEACH, FL 33708-1604

REED, JEAN ANN, REED, LARRY S
399 150TH AVE APT 116C
MADEIRA BEACH, FL 33708-2067

REIGHARD, RICHARD N, REIGHARD,
SHEILA A
2 COTTINGHAM RD
BLUFFTON, SC 29910-4714

REITER, KATHARINE C,
3187 EAKIN PARK CT
FAIRFAX, VA 22031-2613

RENNIX, KENNETH JOHN, RENNIX,
DOUGLAS MURPHY
43 WALLACEFIELD RD
TROON AYERSHIRE KA106PL,
GREAT BRITAIN

REYNOLDS PROPERTY TRUST,
REYNOLDS, MARK W TRE
PO BOX 196
RIVERHEAD NL A0A 3P0,
CANADA

RHINE, ROBERT L, RHINE, LINDA L
303 SUNBROOK DR
CHAMBERSBURG, PA 17201-4546

RHYS, BREKYNN,
401 150TH AVE APT 262
MADEIRA BEACH, FL 33708-2053

RICHARD A DIMARIA TRUST LLC,
149550 GULF BLVD UNIT 504
MADEIRA BEACH, FL 33708

RIDER, JOSEPH M, PAYLOR,
SHANNON M
19 WOODLAWN RD E APT 102
GUELPH ON N1H 1G8,
CANADA

RIGGLEMAN, JAMES D,
14950 GULF BLVD APT 1003
MADEIRA BEACH, FL 33708-2047

RILEY, LUCILLE S LIVING TRUST,
RILEY, LUCILLE S TRE
12077 GANDY BLVD N APT 381
ST PETERSBURG, FL 33702-1523

RILEY, MITCH, RILEY, SUSAN
425 150TH AVE APT 2505
MADEIRA BEACH, FL 33708-2076

ROBERTS, JEANETTE B,
261 MEDALLION BLVD APT G
MADEIRA BEACH, FL 33708-1964

ROBERTS, NORMAN J, ROBERTS,
ANITA L
359 MEDALLION BLVD APT D
MADEIRA BEACH, FL 33708-1967

ROBINSON, JAMES RUSSELL,
ROBINSON, CAROLYN PARSONS
216 S GUNLOCK AVE
TAMPA, FL 33609-2932

ROBINSON, MARK D,
423 150TH AVE APT 1505
MADEIRA BEACH, FL 33708-2074

RODGERSON, CHRISTOPHER,
RODGERSON, WENDY
35 LYDGATE HALL CRESCENT
CROSSPOOL SHEFFIELD S10 5NE,
GREAT BRITAIN

ROGERS, BRADLEY, ROGERS,
SUSAN
8093 NE 27TH AVE
ALTOONA, IA 50009-8857

ROGERS, DONALD, MACKEY,
CHRISTINE E
8 IRIS CRES
BRAMPLON ON L6Z 3H8,
CANADA

ROHDE, RICHARD C,
311 WARREN RD # G
TORONTO ON M5P 2M7,
CANADA

ROKOS, JOHN J, ROKOS, BARBARA
A
708 S MERCER AVE
BLOOMINGTON, IL 61701-5706

ROLIZ J PROPERTIES INC,
7058 4TH LN
TOTTENHAM ON L0G 1W0,
CANADA

ROMEY, DARWIN E, ROMNEY, JANICE
K
6223 GREENOCK PL
FORT WAYNE, IN 46835-4780

ROSATI, GIUSEPPE, ROSATI, NINA
6857 BAILY RD
COTE ST LUC QC H4V 1A5,
CANADA

ROSENCRANS, GARY,
ROSENCRANS, JUDITH A
3210 DEER RD
WISCONSIN RAPIDS, WI 54494-7431

ROTH, DEBORAH C MARITAL TRUST,
ROTH, SAMUEL A TRE
8507 SUNSTATE ST
TAMPA, FL 33634-1311

ROUSE, JEFFRY E, ROUSE, ANNA L
335 NEPHAWIN AVE
SUDBURY ON P3E 2H5,
CANADA

ROY, PRABIR R, ROY, MUKUL
15000 GULF BLVD APT 908
MADEIRA BEACH, FL 33708-2037

RYU, MYUNG H,
401 150TH AVE APT 254
MADEIRA BEACH, FL 33708-2053

RZEZINSKI, KONRAD, RZEZINSKI,
RENATA
247 REX PL APT H
MADEIRA BEACH, FL 33708-1934

SAKEVICH, CHARLES J,
8181 TENBROOK DR
GAINESVILLE, VA 20155-3842

SAND SHERPA LLC,
219 S HALE AVE
TAMPA, FL 33609-3932

SANDER, THOMAS,
4106 W FIELDER ST
TAMPA, FL 33611-2215

SANDISON, JOANNE M TRE,
113 KROENER DR
COLLINSVILLE, IL 62234-1446

SANDS, JOHN L, SANDS, SUSAN
MARIE
423 150TH AVE APT 1201
MADEIRA BEACH, FL 33708-2074

SATRIANO, RAYMOND PAUL,
SATRIANO, ADELINE MARIE
401 150TH AVE APT 276
MADEIRA BEACH, FL 33708-2068

SAUNDERS, MAUREEN ANN,
PO BOX 2647
LARGO, FL 33779-2647

SCHIAVO, JOSEPH J,
99 DEERPATH DR
EGG HBR TWP, NJ 08234-6950

SCHIEBLER, KAY,
159 MEDALLION BLVD APT G
MADEIRA BEACH, FL 33708-1948

SCHMELING, JUDY A, SCHMELING,
DONALD W
13624 DIAMOND HEAD DR
TAMPA, FL 33624-2527

SCHULTZE, THOMAS W, SCHULTZE,
CAROL A
51 WATERVIEW PKWY
HAMBURG, NY 14075-1833

SCHWEGEL, ERNST, SCHWEGEL,
BIRGIT
10181 GULF BLVD
TREASURE ISLAND, FL 33706-4808

SCHWEIZER, BRIGITTE,
SCHWAERZEN 33
CH-8185 SEEB WINKEL,
SWITZERLAND

SCOTT, EVA GRAZIOLI, SCOTT,
STEPHEN CRAIG
230 MEDALLION BLVD APT G
MADEIRA BEACH, FL 33708-1958

SCULL, HEATHER M, KLINGEL,
ELIZABETH
11942 ROYCE WATERFORD CIR
TAMPA, FL 33626-3312

SEIDER, CAROL L,
2710 HARVARD DR
WARRINGTON, PA 18976-2378

SHAH, KOKILA S FAMILY TRUST,
SHAH, KOKILA S TRE
7469 18TH ST NE
ST PETERSBURG, FL 33702-4764

SHAVLAN, CYNTHIA,
425 150TH AVE APT 2501
MADEIRA BEACH, FL 33708-2076

SHELTON, JEFFERY S, HUGHES,
MICHAEL B
15000 GULF BLVD APT 708
MADEIRA BEACH, FL 33708-2035

SHOLES, JOSEPH E, SHOLES,
JACQUELINE A
2620 SE 22ND AVE
OCALA, FL 34471-1010

SHUPE FAMILY TRUST, SHUPE,
JOHN W TRE
15000 GULF BLVD APT 1102
MADEIRA BEACH, FL 33708-2056

SIDOR, PHILIP, SIDOR, SHEILA
399 150TH AVE APT 319
MADEIRA BEACH, FL 33708-2097

SIXT, DAVID J,
260 WOOD RD
WHITESBORO, NY 13492-1728

SKIPPER, LYNN L FAMILY TRUST,
SKIPPER, PAUL J TRE
255 COREY AVE
ST PETE BEACH, FL 33706-1818

SKLARSKI, LOUIS C TRE, SKLARSKI,
PATRICIA L TRE
23323 ROBERT JOHN ST
SAINT CLAIR SHORES, MI 48080-
2632

SLATTERY, JAMES J,
207 LOCHELAND CR
OTTAWA K2G 6H8,
CANADA

SLATTERY, MATTHEW, SLATTERY,
DYMUNA
401 150TH AVE APT 225
MADEIRA BEACH, FL 33708-2029

SLAYDEN, WESLEY B, SLAYDEN,
RITA H
113 PICKARDS RD
WHITE BLUFF, TN 37187-1500

SLOANE, DORIS R TRE,
18781 RIVERCLIFF DR
FAIRVIEW PARK, OH 44126-1743

SMALL, AMBER,
253 REX PL APT C
ST PETERSBURG, FL 33708-1936

SMITH, CARYL L,
930 CHELTENHAM WAY
AVON, IN 46123-4159

SMITH, CHRISTINE,
25617 HERITAGE LAKE BLVD
PUNTA GORDA, FL 33983-6703

SMITH, THOMAS R,
8N389 BARRON RD
MAPLE PARK, IL 60151-9402

SNUG HARBOUR CONDO ASSN,
3001 EXECUTIVE DR
CLEARWATER, FL 33762-2260

SOBECKI, DAVID L TRE, SOBECKI,
SANDRA A TRE
102 GOLFVIEW RD
MICHIGAN CITY, IN 46360-3108

SOUTHARD, ROBERT R JR,
SOUTHARD, SUSAN B
425 150TH AVE APT 2204
MADEIRA BEACH, FL 33708-2076

SPEELMAN, ROBERT,
782 W ORANGE RD
DELAWARE, OH 43015-8922

SPINDLE, JUDITH A,
380 MEDALLION BLVD APT H
MADEIRA BEACH, FL 33708-1943

SPINUSO, GABRIELE, SPINUSO,
YOLANDA
2800 66TH ST N
ST PETERSBURG, FL 33710-3127

STACY, J THOMAS,
425 150TH AVE APT 2502
MADEIRA BEACH, FL 33708-2076

STAINSBY, R J & PATRICIA E TRUST,
STAINSBY, R J TRE
GLENARA WATERWORKS RD
HUNSTANTON NORFOLD PE36 6JE,
UNITED KINGDOM

STAPOR, EDWARD, GALLAYS,
NATALIE
15000 GULF BLVD APT 302
MADEIRA BEACH, FL 33708-2030

STEIN, MARY ALICE,
423 150TH AVE APT 1402
MADEIRA BEACH, FL 33708-2074

STEVENS, ALBERT P, STEVENS,
ZOE A
15000 GULF BLVD APT 1201
MADEIRA BEACH, FL 33708-2057

STURROCK, ALEXANDER C,
STURROCK, MARY M
105 STRATFORD CT
PEACHTREE CTY, GA 30269-1417

SWEETLAND, PATRICIA,
161 MEDALLION BLVD APT E
MADEIRA BEACH, FL 33708-1949

T T L PROPERTY HOLDINGS LLC,
8190 66TH ST N
PINELLAS PARK, FL 33781-2109

TANKO, ISABELLA TRE,
375 S OAKDALE AVE
HERMITAGE, FL 16148-1828

TANNER, WAYNE, TANNER, NANCY
343 REX PL APT H
MADEIRA BEACH, FL 33708-1931

TERENTIEFF, JEFFREY SR, CONTE,
JOSEPH R REVOCABLE LIVING
TRUST
128 MINIVALE RD
STAMFORD, CT 06907-1209

TERREBERRY, KAREN LINDA,
TERREBERRY, ROBERT BURTON
203 SATURN ST
LOWBANKS ON N0A 1K0,
CANADA

THOMAS, ELIZABETH R REVOCABLE
TRUST, THOMAS, ELIZABETH R TRE
425 150TH AVE APT 2506
MADEIRA BEACH, FL 33708-2076

THOMPSON, MARY J, THOMPSON,
REGINALD D
54 LADELL HEIGHTS R R 1
PORT SYDNEY ON POB ILO,
CANADA

TODARO, CASSANDRA,
175 MEDALLION BLVD APT E
MADEIRA BEACH, FL 33708-1953

TRAN, TRANG NGOC,
3537 4TH AVE N
ST PETERSBURG, FL 33713-7528

TREASURE HUNT ENTERPRISES
INC,
9931 RIVERVIEW DR
RIVERVIEW, FL 33578-5040

TREVELINO, AL, TREVELINO, MARY
240 MEDALLION BLVD APT D
MADEIRA BEACH, FL 33708-1952

TRIMMER, THOMAS G,
12122 N EDISON AVE
TAMPA, FL 33612-4026

TROWBRIDGE, KATHLEEN E CLARK,
4 CENTERBROOK CT
AVON, CT 06001-4575

TURNER, DUANE, TURNER, DEBBIE
3 SCRIVNER RD
EDGEWOOD, NM 87015-8718

TUTTY, MAVIS J, TUTTY, STEPHEN
1 COX'S GREEN, CENTRAL WAY
SANDOWN
ISLE OF WRIGHT PO369BN,
GREAT BRITAIN

USA FED NATL MTG ASSN,
950 E PACES FERRY RD NE STE
1900
ATLANTA, GA 30326-1384

VALINS, ROBERT J, ROSEN, JAY L
17013 CANDELEDA DE AVILA
TAMPA, FL 33613-5213

VAN NOORT, PETER A, VAN NOORT,
JOHANNA M
20536 YONGE ST
EAST GWILLIMBURY ON L9N 0J7,
CANADA

VANCE, EDDIE J, VANCE,
MARGUERITE J
1499 EAST ST
LOCKPORT, IL 60441-4526

VANDERMEER, ARIE,
VANDERMEER, MARTHA
7942 36/37 NOTTAWASAGEA SR
NOTTAWA ON L0M 1P0,
CANADA

VARNER, CHARLES W, VARNER,
BARBARA J
250 MEDALLION BLVD APT C
MADEIRA BEACH, FL 33708-1946

VELDHUIZEN, BRUCE, FUNG, RISA
401 150TH AVE APT 256
MADEIRA BEACH, FL 33708-2053

VILA, CARLOS R, VILA, LUCY N
16006 GRANTHAM PL
TAMPA, FL 33647-2033

VINCENT, RICHARD D, VINCENT,
MARGARET A
15 HACKBERRY HILL RD
WESTON, CT 06883-1806

VUKOJEVIC, STEVE, VUKOJEVIC,
ANNA
1549 GOLDMAR DR
MISSISSAUGA ON L4X 1NG,
CANADA

VULTAGGIO, JENNIFER C,
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2920 53RD ST S
GULFPORT, FL 33707-5648

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WALKINGTON, WILLIAM G,
WALKINGTON, PATRICIA
5108 VALLEY DR
MC FARLAND, WI 53558-9673

WALLACE, GARY C, WALLACE,
JEANNE
169 MEDALLION BLVD APT H
MADEIRA BEACH, FL 33708-1950

WALTON, DOUGLAS E SR TRE,
3808 HARBOUR DR
ORLANDO, FL 32806-7447

WEARDEN, DAVID, WEARDEN,
CHRISTINE
19 EASTBOURNE CLOSE INGOL
PRESTON, LANCASHIRE PR2 3YR,
GREAT BRITAIN

WETHERINGTON, C DENNIS,
WETHERINGTON, CARRIE SUE
6009 ROLLING VISTA LOOP
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345 MEDALLION BLVD APT C
MADEIRA BEACH, FL 33708-1944

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T
435 HOLIDAY DR
SOMONAUK, IL 60552-9699

WICKFORD STRATEGIC
INVESTMENTS LLC,
504 MOUNT VERNON RD
PLANTSVILLE, CT 06479-1228

WIEDERKEHR-KOLLER, PETER,
WIEDERKEHR-KOLLER, EVA
EGELSEESTRASSE # 7
8953 DIETIKON,
SWITZERLAND

WILKS, BARBARA B TRE, WILKS,
WINTON G JR TRE
14800 GULF BLVD APT 204
MADEIRA BEACH, FL 33708-2158

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WILSON, KIRBY,
261 CROCKER PARK BLVD UNIT 313
WESTLAKE, OH 44145-8141

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7023 CASTLE RD
BROOKVILLE, IN 47012-7312

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ELISABETH A
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UPLAND, IN 46989-0263

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T
6853 STONE CROFT CIR
MACUNGIE, PA 18062-9215

WOLTERS, TONI,
331 W LAKE SUE AVE
WINTER PARK, FL 32789-5724

WOOD, ALBERT A LIVING TRUST,
WOOD, ALBERT A TRE
373 WINDRUSH LOOP
TARPON SPRINGS, FL 34689-1216

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WOODLOCK, GERTRUDE G
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WOODS, PAUL J, WOODS,
PHILOMENA M
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ROCHESTER HILLS, MI 48309-3219

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RITA L
5750 7TH AVE N
ST PETERSBURG, FL 33710-7113

YOUNG, MARIAN J,
15000 GULF BLVD APT 1108
MADEIRA BEACH, FL 33708-2057

ZACCARIO, JAMES V, ZACCARIO,
TRACY A
5911 PHOEBENEST DRIVE
LITHIA, FL 33547-1787

ZELENKA, JUSTINA,
179 MEDALLION BLVD APT E
MADEIRA BEACH, FL 33708-1954



PLANNING COMMISSION MEETING
December 12, 2016

B. TO CONSIDER THE APPLICATION FOR ENTERING INTO A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MADEIRA BEACH AND MADEIRA BEACH TOWN CENTER, LLC



**MADEIRA BEACH
LOCAL PLANNING AGENCY/PLANNING COMMISSION
DECEMBER 12, 2016 – AGENDA MEMO**

FROM: Michelle Orton, CFM
Planning and Zoning Director

SUBJECT: Madeira Beach Town Center, LLC – Development Agreement

**PROPERTY OWNERS/
APPLICANT:**

Madeira Beach Town Center, LLC
286 107th Avenue, Suite 300
Treasure Island, FL 33706

Madeira Commons, Inc.
C/O Ross Realty
4401 West Kennedy Boulevard, Suite 100
Tampa, FL 33609

**PARCEL ID NUMBERS/
ADDRESSES:**

15015 Madeira Way
(Parcel ID No. 09-31-15-54180-000-0020)
0 Madeira Way
(Parcel ID No. 09-31-15-00000-130-1600)
200 150th Avenue
(Parcel ID No. 09-31-15-00000-130-1500)
206 150th Avenue
(Parcel ID No. 09-31-15-00000-130-1700)
210 150th Avenue
(Parcel ID No. 09-31-15-00000-130-1800)
212 150th Avenue
(Parcel ID No. 09-31-15-00000-130-1900)
15031 Gulf Boulevard
(Parcel ID No. 09-31-15-00000-130-0900)
15023 Gulf Boulevard
(Parcel ID No. 09-31-15-00000-130-1000)
15042 Madeira Way
(Parcel ID No. 09-31-15-00000-130-1100)
15040 Madeira Way
(Parcel ID No. 09-31-15-54180-000-0013)
15006 Madeira Way
(Parcel ID No. 09-31-15-54180-000-0010)

352 150th Avenue
(Parcel ID No. 09-31-15-00000-140-1000)
388 150th Avenue
(Parcel ID No. 09-31-15-00000-140-0900)
390 150th Avenue
(Parcel ID No. 09-31-15-00000-140-0700)
410 150th Avenue
(Parcel ID No. 09-31-15-00000-140-0600)
420 150th Avenue
(Parcel ID No. 09-31-15-00000-140-0500)
0 150th Avenue
(Parcel ID No. 09-31-15-00000-140-0400)
15000 Madeira Way
(Parcel ID No. 09-31-15-00000-130-1200)
0 150th Avenue
(Parcel ID No. 09-31-15-00000-420-0100)
0 Gulf Boulevard
(Parcel ID No. 09-31-15-00000-420-0200)
15026 Madeira Way
(Parcel ID No. 09-31-15-54180-000-0012)

**CURRENT ZONING/
LAND USE DESIGNATION:**

Planned Development Zoning District/
Planned Redevelopment Mixed-Use Land Use

PRESENT USE:

Retail Commercial

FLOOD ZONE:

AE and Base Flood Elevations of 10' and 11'

SITE AREA:

6.69 +/- ACRES

PROPOSED USE:

The applicant is proposing a Development Agreement between the City of Madeira Beach and the property owners of this proposed mixed-use project. The proposal includes two hotels (316 rooms), two condominium buildings (90 units, 10 units on top of Hotel B), 37,000 square feet of retail space, and 16,000 square feet of restaurant space including a marina. The proposed project is located on Gulf Boulevard, Tom Stuart Causeway (150th Avenue) and on both sides of Madeira Way.

The project will feature a publicly accessible plaza at the Gulf Boulevard/150th Avenue intersection, pedestrian accesses to Boca Ciega Bay, a pedestrian bridge over Gulf Boulevard, and pedestrian enhancements along Madeira Way and 150th Avenue to the City's Causeway Park. The plan also includes off-site roadway improvements that are included in the Development Agreement.

BACKGROUND:

An application to rezone 6.69 acres, located on the northwest side of 150th Avenue (Tom Stuart Causeway) from Gulf Boulevard to the City's Causeway Park, from PD, Planned Development District to PD, Planned Development District is being considered by the Local Planning Agency/Planning Commission. This request is for approval of the Development Agreement which is required to implement the Planned Development District. The PD District does not have a specific list of uses permitted but may contain a mixture of temporary lodging, residential, commercial, recreational and other uses, as permitted by the future land use map designation on the site.

The purpose of the Development Agreement is to establish the development rights and conditions for the project, and establish the submitted concept plan as a basis for reviewing future development proposals on the site. Conditions contained in the agreement will help ensure that the development will not adversely affect the City of Madeira Beach or the public.

The proposed development agreement under consideration is between the City of Madeira Beach and the property owners of the proposed development. The agreement establishes the rights and responsibilities of the parties to the agreement. Some of the important features in this development agreement include the following:

- It is valid for 15 years from the effective date or until all phases of construction are complete.
- It is tied to a specific concept plan for the site which is attached as an exhibit to the agreement.

- Includes the requirement for the future site plan approval of each phase of the project consistent with the Land Development Regulations.
- It details the specific off-site improvements that will need to be completed prior to the issuance of Certificates of Occupancy for the project.
- It specifies that permitting and design costs for the required off-site improvements will be paid by the developer.

The City of Madeira Beach in accordance with the provisions of Florida Statutes is to encourage a stronger commitment to comprehensive and capital facilities planning, ensure compliance with special procedures and projects, ensure the provision of adequate public facilities for development, encourage the efficient use of resources and reduce the cost of development. The proposed project shall comply with the approved Comprehensive Plan, Madeira Beach Town Center Special Area Plan and the Land Development Regulations.

**BUDGETARY
IMPACT:**

N/A

**STAFF
RECOMMENDATION:**

Staff has reviewed the draft development agreement for compliance. Based on this review, staff recommends that the Local Planning Agency/Planning Commission recommend **APPROVAL** of the draft development agreement to the BOC. This would schedule a final BOC reading on February 14, 2017.

ATTACHMENT(S):

Location Map
Development Agreement
Site Plan Application
Public Notice
Legal Notice/Tampa Bay Proof
Neighborhood Information Meeting Notice

DEVELOPMENT AGREEMENT

THIS AGREEMENT (the "**Agreement**") made and entered into this __ day of _____, 2016, by and between the **CITY OF MADEIRA BEACH**, a municipal corporation of the State of Florida (the "**City**"), and **MADEIRA BEACH TOWN CENTER, LLC**, a Florida limited liability company (the "**Developer**") (together the "**Parties**").

RECITALS

A. The Developer is the owner or contract purchaser and developer of those certain tracts of land located within the City of Madeira Beach, Pinellas County, Florida, hereinafter referred to as the "**Property**" and more particularly described in **Exhibit "A"** attached hereto and made a part hereof as if fully set forth herein.

B. The Property, approximately 6.6 acres located within the Madeira Beach Town Center Special Area Plan – Causeway and Commercial Core Districts, has a land use designation of Planned Redevelopment – Mixed Use ("**PR-MU**") and zoning district designation of Planned Development ("**PD**").

C. The Developer desires to develop the Property consistent with the concept plan attached hereto as **Exhibit "B"** ("**Concept Plan**") and made a part hereof as if fully set forth herein.

D. The Florida Local Government Development Agreement Act, Florida Statutes §§163.3220 – 163.3243, (the "**Act**"), authorizes local governments to enter into development agreements with developers to encourage a stronger commitment to comprehensive and capital facilities planning, to ensure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic cost of development and to provide certainty to developers in the approval of development and assurances that they may proceed in accordance with existing laws and policies, subject to the conditions of such development agreements.

E. Such development agreements strengthen the public planning process, encourage sound capital improvements planning and financing, assist in assuring there are adequate capital facilities for the development, encourage private participation and comprehensive planning and reduce the cost of development.

F. On June 14, 2016, the Board of Commissioners of the City of Madeira Beach rezoned the Property from Retail Commercial (C-3) to PD district pursuant to Ordinance No. 2016-01 and approved a related development agreement recorded at Official Record Book 19231, Pages 1276-1324 of the Public Records of Pinellas County. In response to concerns expressed by members of the community, the Developer desires to amend the zoning designation for the Property from PD to PD to facilitate development to those standards in effect in 2009 consistent with the Concept Plan. If the Board of Commissioners of the City of Madeira Beach approves the application for rezoning from PD to PD and approves this Agreement, such approval shall supersede and replace Ordinance No. 2016-01 and the development agreement recorded at Official Record Book 19231, Pages 1276-1324 of the Public Records of Pinellas County in their entirety.

G. The Concept Plan shows a mixed-use development consisting of hotel, condominium, commercial/retail and marina uses (the "**Project**").

H. The Developer completed a concurrency evaluation for the Project and determined that public facilities and services are sufficient to serve the Project. Accordingly, upon approval and full execution of the Agreement, the Developer shall permit the water, wastewater and reclaimed water through Pinellas County; permit the stormwater water management system through the Southwest Florida Water Management District (“**SWFWMD**”); permit the solid waste, recreation and open space capacity through the City of Madeira Beach; fund the transportation improvements on 150th Avenue as required by and the Florida Department of Transportation (“**FDOT**”); and, fund the improvements on Madeira Way pursuant to the City’s concurrency requirements.

I. The detailed transportation analysis provided by the Developer to the City demonstrates the Project will not lower the transportation levels of service.

J. Certain site access improvements that are not required to satisfy concurrency requirements but which are required to provide adequate access to the Project (“**Off-Site Roadway Improvements**”), generally described in **Exhibit “C”** attached hereto and made a part hereof as if fully set forth herein, shall be designed, funded and constructed by Developer pursuant to the terms and conditions of this Agreement and approval by the City.

K. The development rights of the Project are subject to the conditions of the development rights approval as set forth below.

L. The City has determined that the Concept Plan is consistent with the City’s comprehensive plan, the Madeira Beach Town Center Special Area Plan, and land development regulations as provided for herein.

M. The City and Developer acknowledge and agree that Developer intends to redevelop and construct improvements on the Property in phases and that any portion of the Property separately permitted for development and construction (which may include multiple structures) shall be considered a “**Phase**” or “**Phase of Development**” herein. Moreover, the Parties understand the Developer’s intent to cause each Phase of Development within the Property to be established as a separate parcel that is able to be conveyed to and owned and developed by a successor entity (“**Designated Developer**”)¹ as a separate legal lot. Land restrictions that relate to the Agreement, including but not limited to cross parking easements, ingress/egress easements, and public access easements must be recorded in the public records. The required easements are:

(1) Public use vehicular access easement from 150th Avenue to Condominium A, Condominium B, the marina and the dock master building;

(2) Public use pedestrian access easement for 10’ wide sidewalk in front of Condominium A, Condominium B, the marina and the dock master building;

(3) Public use pedestrian access easements (2) to access dock from 150th Avenue sidewalk;

(4) Public use pedestrian access easement through arcade;

(5) Public use easement over entire public plaza;

¹ Any reference in this Agreement to Developer contemplates and includes the fee simple title owners of record of the Property, a Designated Developer, and their heirs, assigns or successors in title and interest.

(6) Public use access easement for elevated pedestrian crosswalk on north end of parcel upon which Hotel B shall be constructed.

(7) Public use access easement for use of a ferry at marina.

N. The development rights attached hereto as **Exhibit “D”** and made a part hereof as if fully set forth herein are hereby approved pursuant to this Agreement on the Property and as more particularly shown on the Concept Plan (“**Development Rights**”). The Developer shall be allowed to substitute retail space for restaurant space and restaurant space for retail space as long as the combined uses do not exceed the total permitted area of 53,000 square feet and such uses comply with the City’s minimum parking requirements. In addition, short term rentals are permitted within either of the proposed condominium buildings.

O. In consideration of (i) the City’s finding that public facilities and services are sufficient to serve the Project and (ii) the Developer’s commitment and obligation to complete the Off-Site Roadway Improvements, the Developer shall be entitled to apply for and obtain building permits and receive certificates of occupancy for development of the Project, including any and all Phases of Development, for the Development Rights more particularly described in Exhibit D.

P. The Development Rights set forth in this Agreement approval are subject to the following conditions:

- (1) Approval of the related development agreement pertaining to the site development of the Property as described and depicted in the Concept Plan.
- (2) Where necessary to accommodate proposed development, the Developer shall be responsible for the removal and/or relocation of any and all existing public utilities located on the Property or within a Phase of Development, including the granting of easements located outside the building footprint as may be required. This is regardless of whether the public utilities are known at the time of site plan approval or discovered subsequent to such approval. Any required relocation will be subject to approval from the City’s Public Works Department.
- (3) All construction associated with the Project shall be subject to the requirements of the Florida Building Code, Madeira Beach’s land development regulations, the Florida Fire Prevention Code, all other technical codes adopted by the City of Madeira Beach, and FEMA in existence at the time of building permit approval.
- (4) All on-site construction activities related to erosion control shall be applied as required by the National Pollution Discharge Elimination System, SWFWMD and the Madeira Beach Code of Ordinances.
- (5) Proof of SWFWMD Environmental Resource permit approval or exemption of the drainage requirements is required prior to a Certificate of Occupancy being issued for the first Phase of Development.
- (6) Proof of FDOT Access/Driveway permit approval for the ingress and egress to 150th Avenue (Tom Stuart Causeway – S.R. 666) is required prior to a Certificate of Occupancy being issued for the Phase of Development benefitted by such permit approval.

- (7) Proof of FDOT Drainage Connection permits required prior to a Certificate of Occupancy being issued for the Phase of Development benefitted by such permit approval.
- (8) Final approval of the City's consulting engineer of the civil and utility site plan and construction plans prior to building permits being issued for the respective Phase of Development.
- (9) Final approval of the City's Public Works Department of the plans for solid waste collection prior to building permits being issued for the respective Phase of Development.
- (10) Final approval of the Fire Chief of the site plan as it relates to fire code issues prior to building permits being issued for the respective Phase of Development.
- (11) Final approval of the Community Services Department and the City's consulting civil engineer for the site's compliance with the site plan requirements of Article II of Chapter 110 of the Land Development Code, including but not limited to Section 110.71, for the respective Phase of Development prior to issuance of a Certificate of Occupancy.
- (12) Receipt by the City, after diligent effort by the City, of the necessary permits for the construction of the Off-Site Roadway Improvements.
- (13) Final approval of the parking count which shall be dependent upon the mix of uses but no less than that which is required by the Code's minimum standards, including parking associated with the existing and proposed boat slips.
- (14) Final approval of a phasing plan by the Community Development Department. Notwithstanding, the Developer has sole discretion to modify the approved phasing plan including, but not limited to, the order of development. Such modification of the phasing plan shall not be considered an amendment to this Agreement.
- (15) The Developer may increase the number of boat slips from that which is shown on the Concept Plan so long as proper permits are secured from the county and State, as applicable, and parking allocated to the Marina complies with the Code's minimum standards.
- (16) The Developer shall be responsible for the construction of the Off-Site Roadway Improvements, prior to a Certificate of Occupancy being issued as more specifically set forth in **Exhibit "E"** for the Phase of Development benefitted by such Off-Site Roadway Improvements.
- (17) The Developer may subdivide the Property, as it deems appropriate, consistent with the following:
 - (a) The proposed Project is contemplated to include multiple components including, without limitation, hotel, residential, condominium, retail, restaurant, marina, parking, and associated and ancillary uses. The Property currently consists

of twenty-one (21) separate lots of record. In order to facilitate the overall development of the Property, Developer may find it appropriate to pursue lot line adjustments without re-platting pursuant to Section 86-26, City of Madeira Beach Land Development Code. Similarly, Developer may find it appropriate to pursue the division of single lots of record into two separate lots, either in connection with or separate from, Developer's lot line adjustment applications. The sale of one or more lots of record to third parties is expressly permitted under this Agreement; provided, however, for so long as this Agreement remains in effect, the Property may only be developed in accordance with this Development Agreement.

(b) As set forth in Recital [M] above, Developer anticipates the involvement of the Designated Developer, and thus, in connection with the development of the Project, and to facilitate the orderly development of the Property by one or more separate owners, Developer may find it appropriate to utilize one or more property regimes to implement the development plans, to provide for ownership of the project components, and to provide for the continued cooperative operation and maintenance of the Project. It is presently anticipated that the Project will be developed utilizing a master set of covenants, conditions, easements, and restrictions applicable to the entirety of the Property, or to separate portions of the Property, with a separate declaration of condominium utilized for the creation of each of the separate components intended to be declared to condominium ownership; provided, however, nothing in this Agreement shall preclude Developer from utilizing a master condominium, land condominium, homeowners association, or other structures to create and provide for the ownership, operation, and maintenance of the overall Project and the separate Project components.

FOR AND IN CONSIDERATION of the mutual promises made and agreed to be kept hereunder and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the approval of certain uses by the City and conditioned on the performance in all respects of this Agreement by each of the parties, it is hereby agreed between the parties as follows:

THE AGREEMENT BETWEEN THE PARTIES

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

2.0 Authority. This Agreement is authorized by Section 163.3220, et seq. F.S. (2011) and Sections 86-141 through 86-149 of the Code of Ordinances of the City of Madeira Beach.

3.0 Effective Date. This Agreement shall be effective as of the day after it is fully executed and recorded in the Pinellas County public records ("**Effective Date**").

3.1 In the event that this Agreement is subject to termination pursuant to Paragraph 4 below or otherwise provided in the Agreement, either party may record an affidavit signed by all parties hereto or their respective successors and assigns in the Public Records of Pinellas County, Florida reflecting that such termination has occurred and that this Agreement is thereby terminated and by such affidavit, notice that the termination provisions of this Agreement have occurred. The party recording such affidavit shall send a copy of the recorded affidavit to the other party and this Agreement shall be terminated and shall be deemed void and of no further force and effect. In the event that the Developer's fee simple title is encumbered by any mortgages, liens or other rights of third persons which are not subordinated to

the terms, conditions, covenants and restrictions set forth in this Agreement, said third party encumbrances shall be of no force and effect as to the provisions of this Agreement.

3.2 This Agreement shall be superior to any mortgages, liens or other rights of third Persons. Any mortgages or liens or encumbrances on the Property created contemporaneously or after the Effective Date of this Agreement shall be subject to and subordinate to the terms of this Agreement.

3.3 In the event that this Agreement is not executed by the Developer on or before 5:00p.m. on the 28th day of February 2017, this Agreement shall be null and void and of no further force and effect and any development permissions granted pursuant hereto shall no longer be valid.

4.0 Duration of Agreement.

4.1 Commencement Date. If there is not an appeal or legal proceeding challenging this Agreement or challenging the other matters affecting the purpose, intent, or the rights of the Developer or the City to develop the Property as contemplated hereby, the Commencement Date shall be the Effective Date. In the event that there is an appeal or legal proceeding challenging this Agreement or challenging the other matters affecting the purpose, intent, or the rights of the Developer or the City to develop the Property as contemplated hereby, the Commencement Date of this Agreement shall be extended and shall commence upon the conclusion of such litigation, including appeals and upon all rights of appeal having expired (“**Commencement Date**”). In the event that a Court decision materially changes any aspect of this Agreement or has made the performance of a portion of this Agreement impossible or unacceptable to one of the parties, either party may choose to terminate this Agreement within thirty (30) days of the rendering of such ruling, by providing written notice to the other party and the parties shall assist each other in returning each party to the positions and legal status that it enjoyed immediately prior to the date of the entry into this Agreement; or, alternatively, the parties shall work together to restore the material benefit if such is reasonably possible.

4.2 Termination. This Agreement shall terminate upon the earlier of the following dates: (i) as permitted by Paragraph 4.1 herein; (ii) the date on which all phases of construction of the Project are complete and issuance of a valid Certificate of Occupancy for the final Phase of Development; or (ii) fifteen (15) years from the Commencement Date. So long as there is active construction activity on the Property consistent with this Agreement, the Agreement shall be deemed effective. This time period may be extended by mutual agreement of the parties. The recordation of a valid and final Certificate of Occupancy by any party hereto or their successor in interest shall be conclusive evidence of the termination of this Agreement.

4.3 Notwithstanding anything in the Code to the contrary, the Parties agree that the Developer shall have three (3) years from the Commencement Date of the Agreement to file an application for building permit for any Phase of Development, subject to receipt of written confirmation that the City has the proper state and federal permits for the construction of the Off-Site Roadway Improvements. The City shall apply for such Off-Site Roadway Improvement permits related to the first phase of development within 90 days of receipt of notice from Developer to initiate the application process.

5.0 Third Party Rights. The Parties represent, to their respective best knowledge, that nothing herein is barred or prohibited by any other contractual agreement to which it is a party, or by any Statute or rule of any governmental agency, or any third party's rights 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. Any lienholder or mortgagee shall have the right to perform any term, covenant or

condition and to remedy any default hereunder, and City shall accept such performance with the same force and effect as if furnished by Developer.

6.0 Law and Ordinance Compliance. Ordinances, policies, or procedures adopted after the Effective Date of this Agreement shall not apply to the Project except in accordance with the provisions of Section 163.3233(2), Florida Statutes (2012). Notwithstanding the foregoing, the City shall have the absolute discretion to amend and/or adopt life safety codes such as but not limited to fire codes, that may conflict with the provisions herein or may impose additional burdens on the Developer as is otherwise authorized by State Statutes or the regulations of governmental administrative agencies, provided that such life safety codes retroactively apply to all development similar to the Project in the City. The Parties agree that such codes may be adopted without any special notice to the Developer and that the Developer shall not be entitled to any special hearing relative to the adoption of such codes. Failure of this Agreement to address a particular permit, condition, term, restriction, or to require a development permission shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions in any matter or thing required under existing Ordinances of the City or regulations of any other governmental agency, or any other entity having legal authority over the Property. Except as provided in this Agreement, all applicable impact fees, development review fees, building permit fees and all other fees of any type or kind shall be paid by Developer in accordance with their terms and in such amount applicable as they become due and payable.

7.0 No Estoppel. The Parties agree that prior to the approval of this Agreement by the City Commission, the City's interest in entering into this Agreement, the studies, surveys, environmental studies, consultant plans or investigations, the expenditure of substantial funds, the staff approval or recommendation relative to the proposed development and any other act in furtherance of this Agreement, shall not be used by the Developer or its successors in title in any way whatsoever as committing the City legally through a theory of equitable estoppel, action in reliance, or any other legal theory as to the approval of such proposed development in the event that this Agreement is not approved by the City Commission or for any other reason does not take effect in all material respects. The Parties further agree that any and all action by the Developer or its representatives in negotiation of this Agreement, including all acts or expenditures in the implementation of this Agreement or submittals to other governmental bodies shall in no way be deemed to be an action in reliance giving rise to an equitable estoppel.

8.0 No Partnership or Joint Venture. The City and Developer agree that the matters contained in this Agreement shall under no circumstances constitute a joint venture, partnership or agency between them. No third party shall be deemed to have any beneficial interest in this Agreement or any expectation of benefit or property rights or any other rights of any kind arising from this Agreement.

9.0 Concept Plan. In order to avoid any adverse impacts from the development of the Property on the abutting property owners and on the residents of the City of Madeira Beach, the Parties agree that the Property will be developed in substantial conformance with the Concept Plan as such Concept Plan may be modified by the requirements of other state and county governmental agencies having jurisdiction over the development of the Property. The use of the Property after development is the reason that the City Commission exercised its legislative authority and entered into this Agreement. Except as may be authorized by the Parties hereto, any substantial deviation from the commitments made by the Parties herein shall be considered material defaults in this Agreement unless otherwise approved by the City or contemplated herein. The City of Madeira Beach shall not consent to any substantial modification unless it deems that such is in the best interest of the public and in its discretion in reaching such decision it shall be deemed to be acting in a legislative capacity and within its sole and absolute discretion taking into account the public health, safety and welfare. The following specific requirements shall also be met:

9.1 The Property shall be developed and landscaped in accordance with the Concept Plan, however, the landscaping details shall be determined during the permitting process for each phase of Development. With the exception of the landscaping located within the public access area described as “Madeira Plaza” in Exhibit “B”, the landscaping within the Property shall be maintained by the Developer. The City shall maintain the landscaping within the public access area described as “Madeira Plaza” in Exhibit “B”. The purpose of landscaping and the continued development and care of the landscaping on the Property is, in part, for the benefit of the abutting property owners and to screen light, noise and other possible negative aspects of the development. Such landscaping shall be provided prior to a certificate of occupancy being issued for the respective Phase of Development and, with the exception of the landscaping located within the public access area described as “Madeira Plaza”, will be maintained in good and healthy conditions at all times by the Developer.

9.2 With the exception of minor modifications allowed pursuant to Section 110-396 of the Code, there shall not be any substantial deviation from the provisions of the Concept Plan unless such is approved by the City Commission of the City of Madeira Beach at a public hearing conducted for such purpose and this Agreement is modified in writing by the Parties thereto for the purpose of agreeing to such deviation.

9.3 Ingress and egress to the Property shall be as shown on the Concept Plan.

9.4 Uses, building heights, setbacks and location will be as shown on the Concept Plan. The architectural style reflected in the Concept Plan is conceptual in nature and may be modified by the Developer pursuant to the design standards in Section 110-393 of the Code.

9.5 This Agreement and the Concept Plan attached hereto specify certain minimum setbacks, building heights, sign sizes and similar dimensional requirements and agreements. No substantial changes may be made in these agreed upon dimensional requirements except by an amendment to this Agreement which revised amendment is legislatively considered by the City Commission and agreed to by the City Commission, set forth in writing as an amendment to this Agreement and executed by the parties hereto or their successors or assigns. The Developer specifically waives and relinquishes any right to change the terms of this Agreement through any administrative or legal process, including a decision by a court of competent jurisdiction, unless agreed to by the Parties. Notwithstanding the foregoing, minor modifications to the dimensional requirements, increases in the number of permitted boat slips, and, reductions in height, density or intensity that do not exceed 40% of the permitted dimensional requirements are not contrary to the purpose and intent of this Agreement and may be included in the final site plan process without an amendment hereto so long as the minimum parking requirement is maintained. If the Developer reduces the number of hotel rooms that would otherwise be located on one floor, such reduction shall not require a reduction in the total number of floors within the structure as long as the floor being replaced provides public parking spaces within the garage.

9.6 Marina. Marina and boat slips shown on the Concept Plan may be modified as required by the state and federal permitting agencies without amendment hereto so long as the minimum parking requirement is met as defined in the City of Madeira Beach Code of Ordinances. The permitted uses and parking allocation for the Marina are as noted in Exhibit D. The Marina will not provide gas or fuel for owners of boats or other recreational facilities using the Marina. The Marina is subject of a Submerged Land Lease between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, as Lessor, and W. Barry Loft, as Trustee of the 919 Land Trust Created U/A dated December 31, 1996, as Lessee (“Lease”). The Lease, dated March 1, 2011, and for a 10 year term, permits 43 wet slips with at least 90% of same required to be available for rent to the general public. The Developer reserves the right, subject to permits being approved by the State of Florida, to change the size and/or location of

the submerged land subject to the Lease, and the use restrictions of the wet slips, as long as at least one-half of the current number of wet slips remains available for rent to the public.

9.7 Phasing Plan. The Parties acknowledge and agree that Developer intends to redevelop and construct improvements on the Property in phases. The Property may be developed in five (5) separate phases in accordance with Exhibit “E”. Developer shall file an application for building permit for the first phase of development within three (3) years of the Commencement Date and shall thereafter file an application for building permit for each subsequent phase of development within three (3) years of the immediately preceding phase of development. The Developer has sole and absolute discretion to determine the order of such phased development. As set forth in Recital [M] above, the Parties understand the Developer’s intent to cause each Phase of Development within the Property to be established as a separate parcel that is able to be conveyed to and owned and developed by a Designated Developer as a separate legal lot. Each phase of development shall be subject to final site plan approval and shall comply with the City’s minimum parking requirements for the uses included within each such phase of development. The Developer shall construct that portion of the Off-Site Roadway Improvements which benefit the respective Phase of Development in accordance with Exhibit “E”. Unless the first Phase of Development includes either of the proposed hotels, the Developer shall not be obligated to complete all of the Off-Site Roadway Improvements prior to or in conjunction with the first Phase of Development. Nothing in this Agreement shall obligate Developer to complete construction of a phase of development prior to filing an application for building permit for the next phase of development. Developer may file applications for building permit for more than one (1) phase of development at any time.

9.8 Off-Site Roadway Improvements. Certain site access improvements that are not required to satisfy transportation concurrency requirements but which are required to provide adequate access to the Project, as generally described in Exhibit “C” shall be designed, funded and constructed by Developer pursuant to the terms and conditions of this Agreement. The City shall be responsible for permitting the roadway improvements located upon, within or across 150th Avenue and located upon, within or across Madeira Way. The City shall also be responsible for obtaining the permit from FDOT for the elevated pedestrian crosswalk located above and across Gulf Boulevard. Upon completion, the Developer shall convey the elevated pedestrian crosswalk to the City. Upon conveyance to the City, the Developer shall cause to be recorded an easement in favor of the public for that portion of the elevated pedestrian crosswalk located upon or within Developer’s property. Any and all improvements required by the FDOT not otherwise described in Exhibit “C” shall not constitute an amendment to the Agreement subject to review and approval by the City Commission.

9.9 Public Access. The Concept Plan proposes areas within the Project that shall be accessible by the public as generally depicted in **Exhibit “F”** attached hereto and made a part hereof as if fully set forth herein. The Developer shall fund, design, permit and maintain such public access areas. Prior to completion of the phase of development upon which such public access areas are located, the Developer shall cause to be recorded an access easement in favor of the public.

9.10 Design Standard. The pedestrian sidewalk, landscaping and hardscape features shall be consistent with the Concept Plan the details of which shall be determined during the permitting process for each phase of development.

9.11 Additional Off-Site Improvements. The Developer, in coordination with the City, shall diligently pursue the following action items to enhance access to the Project and to other residential communities with access along 150th Avenue. Such action items are not required to satisfy transportation concurrency requirements nor is approval of this Agreement contingent upon approval of

any such action items by the FDOT. It is understood that each such action item shall be done in coordination with the developer of the project commonly referred to as “Holiday Isle Marina” and the cost associated with each such action item shall be addressed by the respective developers by separate instrument.

(a) Developer and City shall coordinate efforts to lobby FDOT, and any other agency with regulatory authority over same, to modify the opening schedule for the Bridge on Tom Stuart Causeway to no more than twice per hour preferably at :15 and :45 past the hour.

(b) Developer and City shall coordinate efforts to lobby FDOT to prohibit any right turns from Gulf Boulevard to 150th Avenue while the traffic signal is red.

(c) Developer and City shall coordinate efforts to lobby FDOT to allow a traffic signal to be installed at Madeira Cove and 150th Avenue.

(d) Upon completion of each phase of development which requires the completion of Off-Site Roadway Improvements in accordance with Exhibit “E”, Developer will retain an independent transportation engineer to complete a Traffic Signal Warrant Analysis (“Analysis”) to commence in February and conclude at the end of July. If the Analysis warrants a traffic signal as established by the Manual on Uniform Traffic Control Devices (MUTCD), the Developer and City shall immediately file a signed/sealed Traffic Signal Warrant Analysis with FDOT and apply for any required FDOT permits for the design and installation of a traffic signal at Madeira Cove and 150th Avenue. The obligation to complete an Analysis hereunder shall not extend more than five years from execution of the Agreement. In the event a traffic signal is warranted, Developer shall design, fund and construct a traffic signal at Madeira Cove and 150th Avenue. The obligation hereunder is limited to the design, funding and construction of a traffic signal at Madeira Cove and 150th Avenue and shall not extend to or require any other improvements not otherwise required in this Agreement.

10.0 Public Infrastructure. The Developer, or its successor in title, as appropriate, at its sole cost, shall design, construct and maintain, until acceptance by the City and conveyance by recordable instrument or bill of sale, as appropriate, to the City, all public infrastructure facilities and lands necessary to serve the Project which are shown on the Concept Plan, provided that said public infrastructure facilities have received construction plan approval and that all applicable review procedures have been complied with fully, inspected and accepted by the City. Public infrastructure facilities shall include those facilities to be located in rights-of-way or easement areas conveyed to the City, as shown on the approved engineering construction drawings.

10.1 Public infrastructure facilities necessary to service and that benefit a Phase of Development, in accordance with Exhibit E, shall be complete, and approved for acceptance by the City and/or the governmental agency having authority, prior to the issuance of a certificate of occupancy for the respective Phase of Development. Alternatively, the Developer, or Designated Developer, shall provide the appropriate letter of credit in a form satisfactory to the City Attorney, drawable on or through a local Pinellas County bank. Said letter of credit shall be deposited with the City to guarantee the completion of public infrastructure facilities prior to the time that certificates of occupancy are issued for the respective Phase of Development in accordance with Exhibit E and public access and facilities to serve the proposed structures are available in accordance with City regulations.

11.0 Public Facilities. The City shall cause to be provided to the boundary of the Property the following available City owned and operated facilities, to wit: infrastructure and services for fire protection, potable water and sanitary sewer to meet domestic and fire flow levels of service as required for the Project by City and other applicable regulations.

12.0 Permits. Development permits, which may need to be approved and issued, include, but are not limited to the following:

12.1 City of Madeira Beach building permits.

12.2 Southwest Florida Water Management District surface water management permit.

12.3 Pinellas County Utility Permit.

12.4 Florida Department of Transportation.

12.5 All other approvals or permits as required by existing governmental regulations as they now exist.

Except as set forth in this Agreement, all development permits required to be obtained by the Developer for the Project will be obtained at the sole cost of the Developer and in the event that any required development permissions issued by entities other than the City are not received, no further development of the Property shall be allowed until such time as the City and the Developer have reviewed the matter and determined whether to modify or terminate this Agreement. Permits for the Off-Site Roadway Improvements shall be obtained by the City with diligent effort; however, any permitting and design costs associated with those improvements shall be the sole cost of the Developer.

13.0 Impact fees. The City has estimated the impact fees that the Developer shall pay to the City as follows, subject to credits issued for prior development of property:

Hotel A (148 hotel units)	\$ 237,392.00
Hotel A (Restaurant/3000 sq ft)	\$ 24,615.00
Hotel A (Retail/2000 sq ft)	\$ 6,792.00
Hotel B (168 hotel units)	\$ 269,472.00
Hotel B (Restaurant/12,000 sq ft)	\$ 98,460.00
Hotel B (Retail/28,000 sq ft)	\$ 95,088.00
Hotel B (10 Condos)	\$ 12,480.00
Marina (43 slips)	\$ 35,002.00
Marina (Restaurant/1000 sq ft)	\$ 7,942.00
Marina (Retail/7000 sq ft)	\$ 23,772.00
Condo A (36 units)	\$ 44,928.00
Condo B (44 units)	<u>\$ 54,912.00</u>
Rough estimate of charges =	\$910,855.00

In consideration for the mutual benefits provided by the design and construction of the Off-Site Roadway Improvements, specifically the improvements to 150th Avenue, Gulf Boulevard and Madeira Way as shown on the Concept Plan, and the elevated pedestrian crosswalk over Gulf Boulevard as shown subject to FDOT

approval and final engineering, the City shall contribute **100%** from its share of the total collected Transportation Impact fees for the construction of the Off-site Roadway Improvements (“City’s Contribution”). In the event the Off-site Roadway Improvements are not paid in full by the City’s share, the City will seek additional funding from alternative sources of funding and shall diligently work to secure the additional funding from Pinellas County’s share of the transportation impact fee, or some other source. The Developer shall be responsible for all costs associated with the permitting and construction of the Off-Site Roadway Improvements that exceed the City’s Contribution.

14.0 Recycling. The Developer and its successors-in-title will cooperate with City to encourage and promote recycling activities within the Project and such commitment will be reflected in a covenant running with the Project lands.

15.0 Annual Review. The City shall review the Project once every twelve (12) calendar months from the Commencement Date.

16.0 Recordation. Not later than fourteen (14) days after the execution of this Agreement, the City shall record this Agreement with the Clerk of the Circuit Court in Pinellas County, Florida, and a copy of the recorded Agreement shall be submitted to the Florida Department of Economic Opportunity within fourteen (14) days after the Agreement is recorded. The burdens of this Agreement shall be binding upon, and the benefits of the Agreement shall inure to, all successors and assigns in interest to the parties to this Agreement. As set forth in Recital [M] above, the Developer anticipates the involvement of a Designated Developer, and thus, any and all Designated Developer(s) are intended to be included in this provision.

17.0 Agreement as Covenant. This Agreement shall constitute a covenant running with the Property for the duration hereof and shall be binding upon the Developer and upon all persons deriving title by, through or under said Developer and upon its successors and assigns in title. The agreements contained herein shall benefit and limit all present and future owners of the Property, and the City for the term hereof. As set forth in Recital [M] above, the Developer anticipates the involvement of a Designated Developer, and thus, any and all Designated Developer(s) are intended to be included in this provision.

18.0 Legislative Act. This Agreement is agreed to be a legislative act of the City in furtherance of its powers to regulate land use and development within its boundaries and, as such, shall be superior to the rights of existing mortgagees, lien holders or other persons with a legal or equitable interest in the Property and this Agreement and the obligations and responsibilities arising hereunder as to the Developer shall be superior to the rights of said mortgagees or lien holders and shall not be subject to foreclosure under the terms of mortgages or liens entered into or recorded prior to the execution and recordation of this Agreement. The execution of this Agreement or the consent to this Agreement by any existing mortgage holder, lien holder or other persons having an encumbrance on the Property shall be deemed to be in agreement with the matters set forth in this paragraph.

19.0 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and no modification hereof shall be made except by written agreement executed with the same formality as this Agreement. The parties agree that there are no outstanding agreements of any kind other than are reflected herein and, except as is otherwise specifically provided herein, for the term of the Agreement the Property shall be subject to the laws, ordinances and regulations of the City of Madeira Beach as they exist as of the date of this Agreement. Any oral agreements, agreements created by written correspondence or any other matters previously discussed or agreed upon between the parties are merged herein.

20.0 Enforcement. The parties agree that either party may seek legal and equitable remedies for the enforcement of this Agreement, provided however that neither the City nor the Developer may seek or be entitled to any monetary damages from each other as a result of any breach or default of this Agreement. In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its costs and attorney's fees at mediation, trial and through any appellate proceedings.

20.1 Except as provided above, the Parties agree that any legislative and quasi-judicial decisions, if any are required, by the City regarding the appropriate land use or other development regulations impacting the Property shall, in no event or under any conditions, give rise to a claim for monetary damages or attorney fees against the City and any claim for such damages or fees by the Developer or its successors or assigns are specifically waived.

21.0 Execution. The Developer represents and warrants that this Agreement has been executed by all persons having equitable title in the subject Property. The City represents that the officials executing this Agreement on behalf of the City have the legal authority to do so, that this Agreement has been approved in accordance with the ordinances and Charter of the City and applicable State law, that appropriate approval of this Agreement has been received in a public hearing and that the City Commission of the City of Madeira Beach has authorized the execution of this Agreement by the appropriate City officials.

22.0 Severability. In the event that any of the covenants, agreements, terms, or provisions contained in this Agreement shall be found invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity of the remaining covenants, agreements, terms, or provisions contained herein shall be in no way affected, prejudiced, or disturbed thereby.

23.0 Estoppel Certificates. Within twenty (20) days after request in writing by either party or any lender, the other party will furnish a written statement in form and substance reasonably acceptable to the requesting party, duly acknowledging the fact that (a) this Development Agreement is in full force and effect, (b) there are no uncured defaults hereunder by City or Developer, if that be the case, and (c) additional information concerning such other matters as reasonably requested. In the event that either party shall fail to deliver such estoppel certificate within such twenty (20) day period, the requesting party shall forward such request directly to the City Manager and the City Attorney or to the Developer with copies to the Developer's general counsel by certified mail, return receipt requested or by Federal Express or other delivery service in which delivery must be signed for. In the case where the Developer is the requesting party, the Developer may in its sole discretion but without obligation, appear at a public meeting and request the estoppel certificate to insure that the City Manager and staff are aware of the request and the Developer may rely on the statement of the City Manager at such public meeting or may request that the City Manager be directed by the City Commission to respond to the estoppel certificate request in a timely manner.

24.0 Venue. Venue for the enforcement of this Agreement shall be exclusively in Pinellas County, Florida.

25.0 Default. Upon default or breach of any substantive portion of this Agreement by any party, the non-defaulting party shall provide written notice via overnight, traceable delivery service of the default and opportunity to cure within sixty (60) days to the defaulting party. Upon the failure of the Developer to cure such defaults, the City shall provide notice via overnight traceable delivery service to Developer of its intent to terminate this Agreement on a date not less than sixty (60) days from the date of such notice and upon the expiration of such period, the City, unless ordered otherwise by a court of competent jurisdiction, may revoke the then existing development permits issued by it and the Developer

shall have no claim for damages against the City arising from such revocation. Alternatively, the City may proceed in court to obtain any legal or equitable remedies available to it to enforce the terms of this Agreement. In the event of any default or breach of any substantive portion of this Agreement by the City, the Developer may: (i) give written notice via overnight traceable delivery service to the City of said default with an opportunity to cure within sixty (60) days of receipt of such notice. In the event City fails to cure within said time period, the Developer may thereafter proceed in a court of competent jurisdiction to institute proceedings for specific performance or to obtain any other legal or equitable remedy to cure the default of this Agreement by the City. In any litigation arising hereunder, the prevailing party shall be entitled to recover its costs and attorney's fees at mediation, trial and through any appellate proceedings.

26.0 Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid or by Federal Express, Air Borne Express or similar overnight delivery services, addressed as follows:

To the Developer:
Madeira Beach Town Center, LLC
286 107th Avenue, Suite 300
Treasure Island, FL 33706
Attn: Kevin R. Bowden, Manager

To the City:
Shane Crawford, City manager
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 34698

With copies to:
C. Scott Brainard, Esq.
Corporate Counsel
William Karns Enterprises, Inc.
286 107th Avenue, Suite 300
Treasure Island, FL 33706

With copies to:
Thomas J. Trask, Esq.
City Attorney
Trask Daigneault, LLP
1001 S. Ft. Harrison Ave., Suite 201
Clearwater, FL 33756

Notice shall be deemed to have given upon receipt or refusal.

27.0 Binding Effect. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors and assigns in interest to the parties of this Agreement. As set forth in Recital [M] above, Developer anticipates the involvement of a Designated Developer, and thus, any and all Designated Developer(s) are intended to be included in this provision.

28.0 Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and their respective seals affixed as of this ____ day of _____, 2017.

In the Presence of:

MADEIRA BEACH TOWN CENTER, LLC, a
Florida limited liability company

Print Name_____

By:_____
Kevin R. Bowden, Manager

Print Name_____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by Kevin R. Bowden, as Manager of Madeira Beach Town Center, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

Notary Public
Print Name:_____

(NOTARY SEAL)

CITY OF MADEIRA BEACH

By: _____
Shane Crawford
City Manager

Attest:

Aimee Servedio, City Clerk

Countersigned:

Travis Palladeno, Mayor

Approved as to Form:

Thomas J. Trask, Esq.
City Attorney

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by Travis Palladeno, as Mayor of the City of Madeira Beach, Florida, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

(NOTARY SEAL)

Notary Public
Print Name:_____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by Shane Crawford as City Manager of the City of Madeira Beach, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

(NOTARY SEAL)

Notary Public
Print Name:_____

EXHIBIT A

LIST OF PROPERTY OWNERS AND PARCEL NUMBERS

1. Madeira Beach Town Center, LLC
286 - 107th Avenue, Suite 300
Treasure Island, FL 33706

Parcel Numbers:

09-31-15-54180-000-0020
09-31-15-00000-130-1600
09-31-15-00000-130-1500
09-31-15-00000-130-1700
09-31-15-00000-130-1800
09-31-15-00000-130-1900
09-31-15-00000-140-1000
09-31-15-00000-140-0900
09-31-15-00000-140-0700
09-31-15-00000-140-0600
09-31-15-00000-140-0500
09-31-15-00000-140-0400
09-31-15-00000-130-0900
09-31-15-00000-130-1000
09-31-15-00000-130-1100
09-31-15-54180-000-0013
09-31-15-54180-000-0010
09-31-15-00000-130-1200
09-31-15-00000-420-0100
09-31-15-54180-000-0012

2. Madeira Commons, Inc.
c/o Ross Realty
4401 West Kennedy Blvd., Suite 100
Tampa, FL 33609
Parcel Number: 09-31-15-00000-420-0200

MADEIRA BEACH TOWN CENTER, LLC

Legal Description of the Land

PARCEL 1A:

From the point of intersection of the South line of Government Lot 1, Section 9, Township 31 South, Range 15 East, Pinellas County, Florida (as established by Agreement recorded in Deed Book 662, Page 41, of the public records of said County), with the centerline of State Road No. 233, said road also being locally known as Welch Causeway or 150th Avenue, as a point of reference, thence South 88°04'07" West, along the South line of said Government Lot 1, a distance of 55.93 feet to an intersection with a Northwesterly right-of-way line of said Welch Causeway and the POINT OF BEGINNING; thence continue South 88°04'07" West, along the South line of said Government Lot 1, a distance of 182.83 feet; thence leaving said South line, North 01°55'53" West, 120.00 feet to an intersection with the South right-of-way of Madeira Way (an 80 foot right-of-way); thence North 88°04'07" East, along said South right-of-way of Madeira Way, 246.60 feet to a point on a curve; thence along the arc of a curve to the right, concave to the West, radius 30 feet, arc 53.76 feet, chord South 07°24'29" East, 46.85 feet to the end of said curve; thence South 46°08'32" East, 5.00 feet to an intersection with the aforementioned Northwesterly right-of-way line of said Welch Causeway; thence South 43°51'28" West, along the Northwesterly right-of-way line of said Welch Causeway, 100.07 feet to the aforementioned mentioned POINT OF BEGINNING.

PARCEL 1B:

From the point of intersection of the South line of Government Lot 1, Section 9, Township 31 South, Range 15 East, Pinellas County, Florida (as established by Agreement recorded in Deed Book 662, Page 41, of the public records of said County), with the centerline of State Road No. 233, said road also being locally known as Welch Causeway or 150th Avenue, as a point of reference, thence South 88°04'07" West, along the South line of said Government Lot 1, a distance of 313.76 feet to the POINT OF BEGINNING; thence continue South 88°04'07" West, along the South line of said Government Lot 1, a distance of 76.54 feet; thence leaving said South line, South 41°20'20" West, 31.65 feet to an intersection with the Northeasterly right-of-way of Gulf Boulevard (State Road No. 699, a 100 foot right-of-way); thence North 48°39'40" West, along said Northeasterly right-of-way of Gulf Boulevard, 161.69 feet; thence leaving said Northeasterly right-of-way of Gulf Boulevard, North 25°34'45" East, 36.32 feet to an intersection with the South right-of-way of Madeira Way (an 80 foot right-of-way); thence North 88°04'07" East, along said South right-of-way of Madeira Way, 199.20 feet; thence leaving said South right-of-way, South 01°55'53" East, 120.00 feet to the aforementioned mentioned POINT OF BEGINNING.

PARCEL 2:

That following described portion of Government Lot 1, in Section 9, Township 31 South, Range 15 East, Pinellas County, Florida, described as follows:

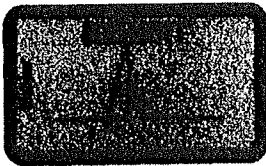
From the Northwest corner of Tract B, MADEIRA BEACH COMMERCIAL CENTER, recorded in Plat Book 26, page 52, of the public records of Pinellas County, Florida, as a point of reference; thence North 88°04'07" East, along the Northerly line of said tract, 169.40 feet to the POINT OF BEGINNING; thence North 01°55'53" West, 8.85 feet to an intersection with the waters of Boca Ciega Bay, said point hereinafter being referred to as Point "A" for convenience; return thence to the POINT OF BEGINNING; thence North 88°04'07" East, along the North line of said tract, 88.60 feet; thence leaving said line South 10°55'53" East, 200.00 feet to an intersection with the Northerly right-of-way line of Madeira Way (an 80 foot right-of-way); thence North 88°04'07" East, along said line 268.46 feet to an intersection with the northerly right-of-way line of State Road No. 233, also known locally as Welch Causeway or 150th Avenue; thence along right-of-way line by the following 11 courses: 1) North 62°54'59" East, 21.34 feet; 2) North 43°51'28" East, 160.76 feet to a point of curve; 3) Along the arc of a curve to the right, radius 505.00 feet, arc 68.10 feet, chord North 47°43'17" East, 68.05 feet to a point of reverse curve; 4) Along the arc of a curve to the left, radius 495.00 feet, arc 66.76 feet, chord North 47°43'17" East, 66.71 feet to a point of tangency; 5) North 43°51'28" East, 404.97 feet; 6) North 46°08'32" West, 3.00 feet; 7) North 43°51'28" East, 243.17 feet, to a point of curve; 8) Along the arc of a curve to the left, radius 3777.72 feet, arc 492.10 feet, chord North 40°07'33" East, 491.76 feet to the point of reverse curve; 9) Along the arc of a curve to the right, radius 3861.72 feet, arc 81.14 feet, chord North 36°59'46" East, 81.14 feet; 10) North 52°24'07" West, 58.00 feet to a point on a curve; 11) Along the arc of a curve to the right, concave to the Southeast, radius 3919.72 feet, arc 95.95 feet, chord North 38°17'58" East, 95.95 feet; thence leaving said line North 46°08'32" West, 38.84 feet to the aforementioned waters of Boca Ciega Bay; thence Southwesterly and Westerly along said waters and binding therewith to the aforementioned Point "A"; LESS AND EXCEPT any part thereof lying within Order of Taking recorded in Official Records Book 1042, page 380, as amended by Order recorded in Official Records Book 1139, page 599, and Order recorded in Official Records Book 1691, page 514, all of the public records of Pinellas County, Florida; ALSO LESS AND EXCEPT those lands deeded to the City of Madeira Beach, Florida, a political subdivision of the State of Florida by Warranty Deed recorded in Official Records Book 11243, page 456, of the public records of Pinellas County, Florida; ALSO LESS AND EXCEPT any part thereof lying within the lands described in Order of Taking recorded in Official Records Book 4426, page 489, as amended by Supplemental Order of Taking as to Parcel 148, recorded in Official Records Book 4585, page 229, both of the public records of Pinellas County, Florida.

PARCEL ID NUMBER: 09-31-15-54180-000-0012

LEGAL DESCRIPTION

The East 75 feet of the West 150.01 feet of Tract A, Madeira Beach Commercial Center, according to the plat thereof, as recorded in Plat Book 26, Page 52, of the Public Records of Pinellas County, Florida.

PARCEL ID NO.: 09-31-15-00000-420-0100



A parcel of land being a part of Government Lot 2, in Section 9, Township 31 South, Range 16 East, Pinellas County, Florida, and being more particularly described as follows:

For a Point of Beginning, begin at the intersection of the North boundary of Government Lot 2 with the Northwestern right-of-way line of 150th Avenue (County Road No. 17). Thence with said right-of-way line, S 43° 51' 28" West, 192.80 feet to the point of curvature of a curve; thence with said curve, concave to the right, an arc distance of 45.00 feet (said curve having a central angle of 30° 19' 59", a radius of 85.00 feet and a tangent of 23.04 feet). Thence along a radial line, N 15° 48' 31" West, 8.00 feet. Thence with a curve concave to the right, an arc distance of 10.00 feet (said curve having a central angle of 7° 26' 28", a radius of 77.08 feet, a tangent of 5.01 feet and a chord of S 77° 54' 42" West 9.99 feet). Thence along a radial line S 08° 22' 03" East, 8.00 feet. Thence with a curve, concave to the right, an arc distance of 7.37 feet (said curve having a central angle of 04° 57' 53", a radius of 85.00 feet, a tangent of 3.68 feet, and a chord of S 84° 56' 03" West, 7.36 feet). Thence N 02° 23' 42" West, 158.49 feet to the north boundary of Government Lot 2. Thence with said boundary, N 88° 04' 07" East 196.56 feet to the Point of Beginning.

Grantor expressly saves and excepts from this conveyance, and reserves unto itself and its successors and assigns, all oil, gas and other minerals on or under the lands herein conveyed; but Grantor, its successors and assigns, shall have no right to use any part of the surface of said land for the purpose of exploring for, mining, drilling for, producing, storing or removing the oil, gas or other minerals located in, on or under said land, and any oil and gas drilling operations shall be conducted by means of wells or

shafts, the surface locations of which are on other lands but which may be drilled into and bottomed in the property.

MADEIRA COMMONS, INC. PARCEL

PARCEL ID NUMBER: 09-31-15-00000-420-0200

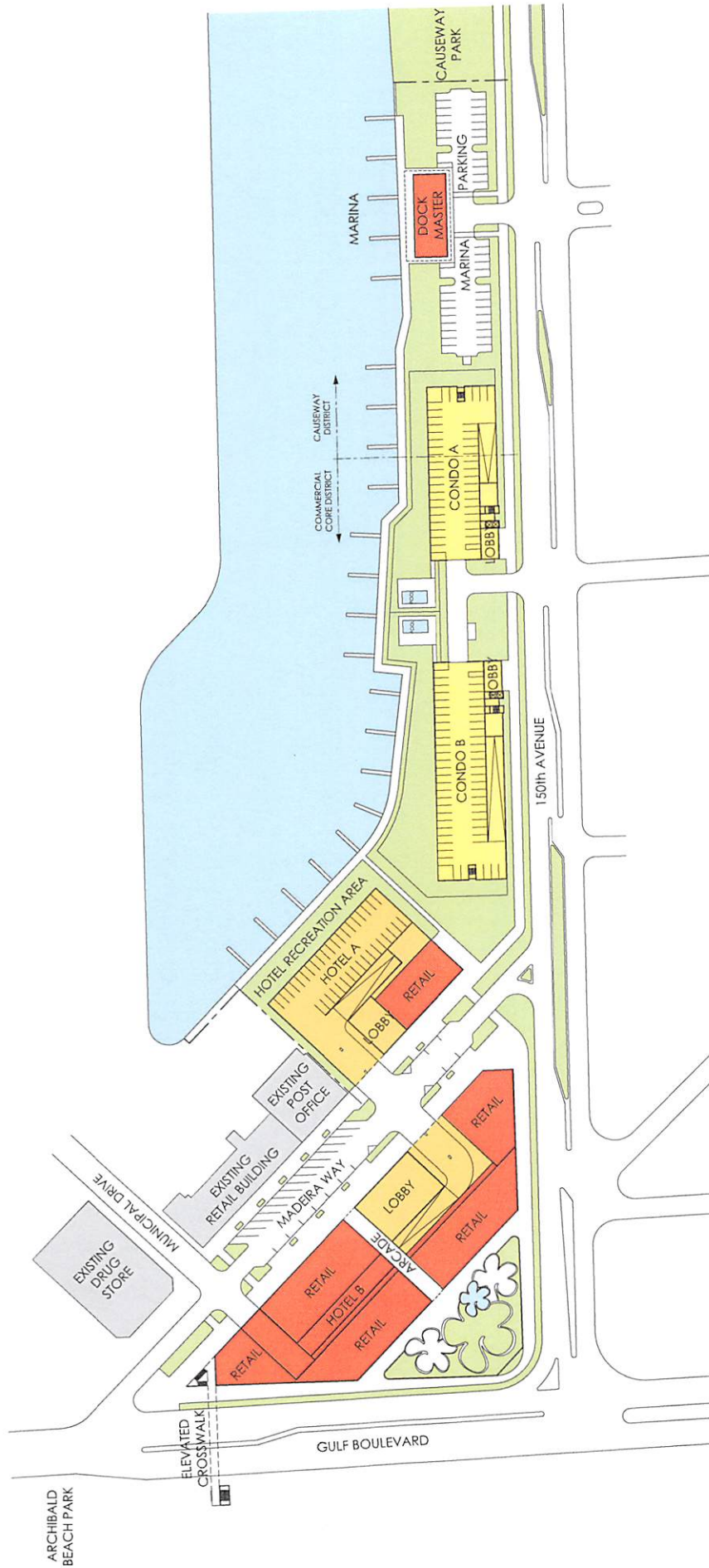
LEGAL DESCRIPTION

A tract of land in that part of Government Lot 2, Section 9, Township 31 South, Range 15 East, lying Northwesterly of State Road No. 333 extended toward Welch's Causeway and Northeasterly of State Road 699 (formerly County Road 17) described as follows:

From the Northwest corner of the Southeast 1/4 of Section 9, Township 31 South, Range 15 East, run North 88°04'07" East, 444.39 feet along the North line of Government Lot 2 of said Section 9, to the Northeast right-of-way line of Gulf Boulevard (State Highway 699) for a Point of Beginning; run thence North 88°04'07" East, 208.77 feet; thence South 2°24'06" East, 173.51 feet; thence by a curve to the right, radius of 54 feet, arc 48.84 feet, chord North 70°30'05" West, 47.70 feet; thence North 48°39'40" West, 227.70 feet to the Point of Beginning; LESS AND EXCEPT a triangular tract of land described as follows:

From the Northwest corner of the ^{South}~~South~~ 1/4 of said Section 9, run North 88°04'07" East, along the North line of said Government Lot 2 to the Northeasterly right-of-way line of said Gulf Boulevard (State Road 699) for a Point of Beginning; run thence North 88°04'07" East, 70.98 feet; thence South 41°20'20" West, 48.65 feet; thence North 48°39'40" West, 51.68 feet to the Point of Beginning; LESS rights-of-way for 150th Avenue and Gulf Boulevard.

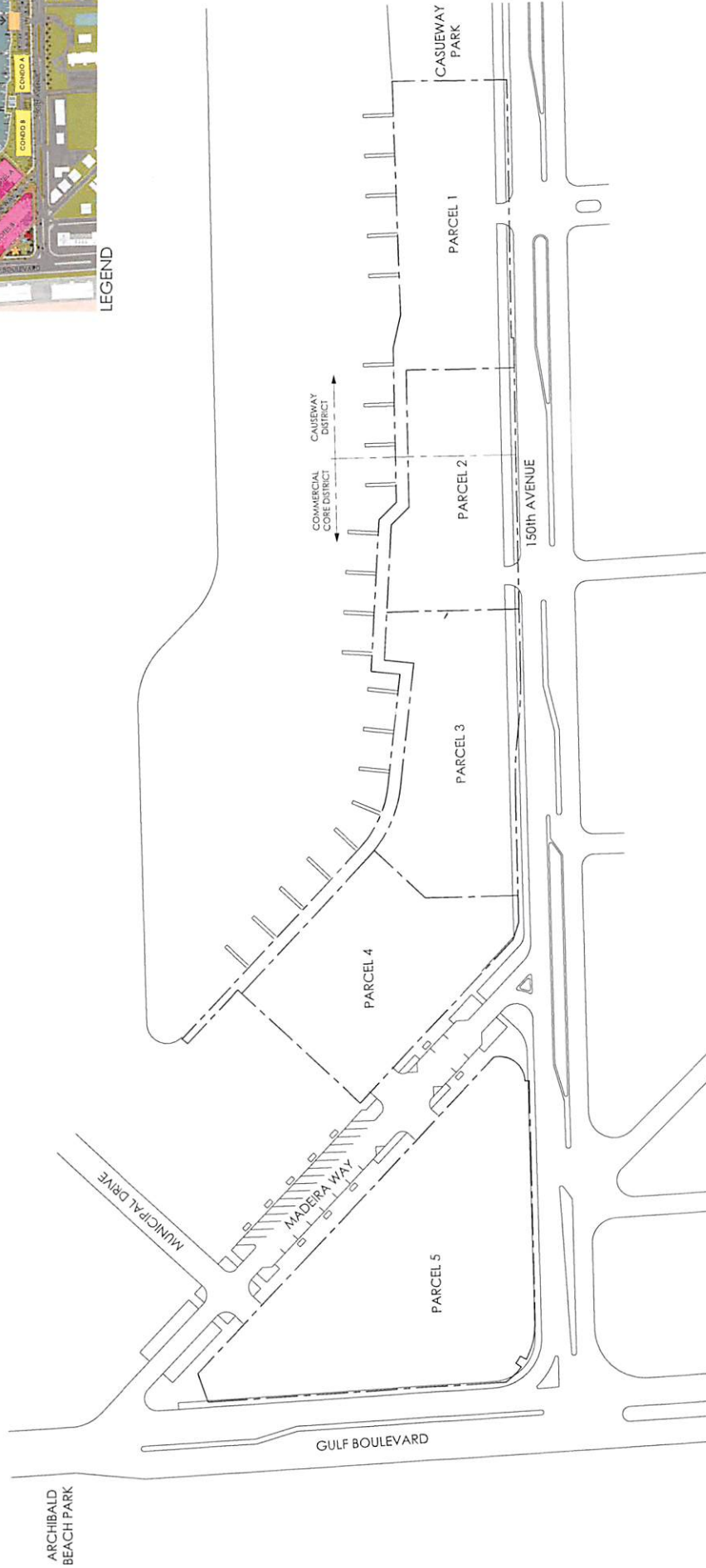
EXHIBIT B



Overall Site Plan

SCALE: 1" = 120'-0"





Overall Parcel Plan

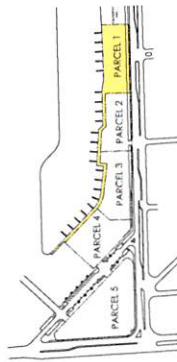
SCALE: 1" = 120'-0"



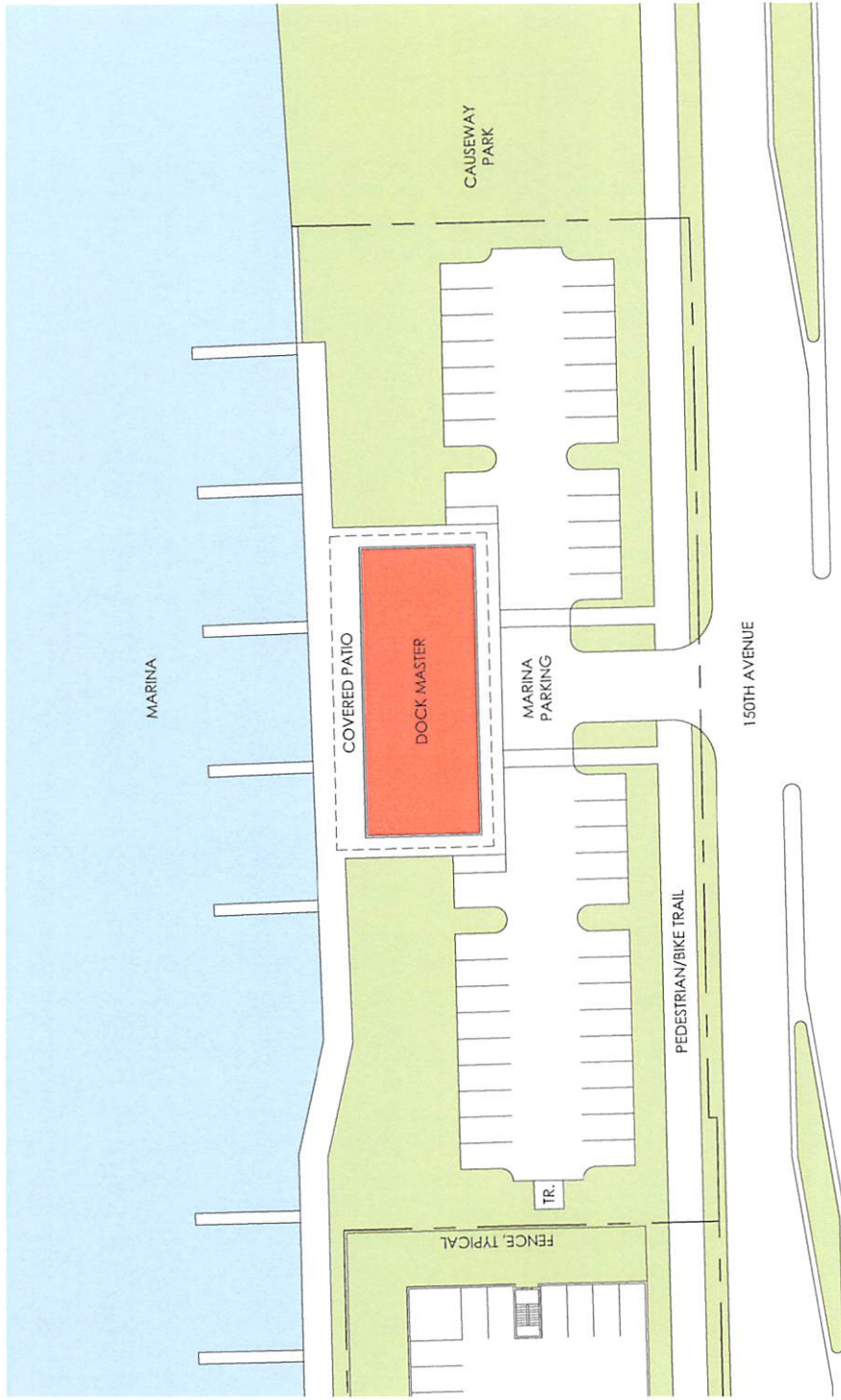
MARINA

8,000 S.F. COMMERCIAL
2 FLOORS
42 PARKING SPACES

The existing 43 slip marina will be rebuilt with new seawall and docks. Serving the marina will be a one or two story Dockmaster building located on axis with the new entry drive off of 150th Avenue. The Dockmaster structure may include a small café or snack stand. Adjacent to the building is a 42-space landscaped parking lot. The waterfront along the marina will be publicly accessible for pedestrians.



LEGEND

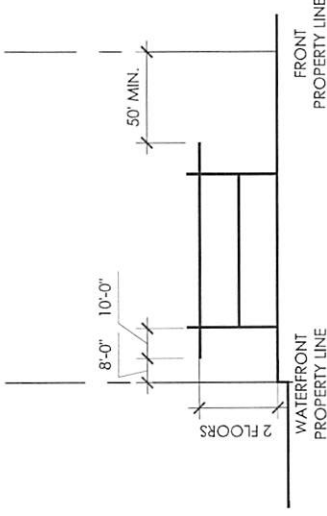


Marina Site Plan

SCALE: 1" = 40'-0"

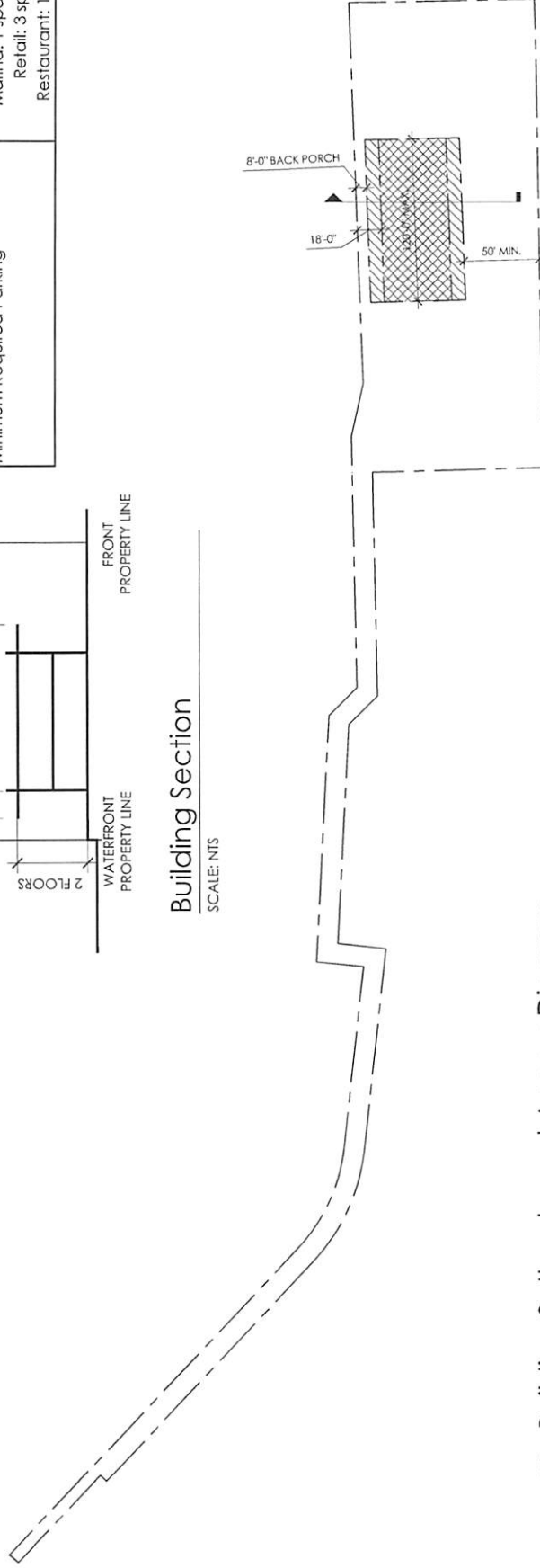
PARCEL 1

Site Area	60,258 s.f. (1.383 ac.)
Maximum Commercial Space	8,000 s.f.
Maximum Boat Slips	43
Maximum Building Height	30 feet
Maximum Impervious Surface Ratio	70% of site area
Maximum Building Footprint	50% of site area
Minimum Required Parking	Marina: 1 space per 2 boat slips Retail: 3 spaces per 2,000 s.f. Restaurant: 1 space per 4 seats



Building Section

SCALE: NTS



Building Setbacks and Access Diagram

SCALE: 1" = 80'-0"

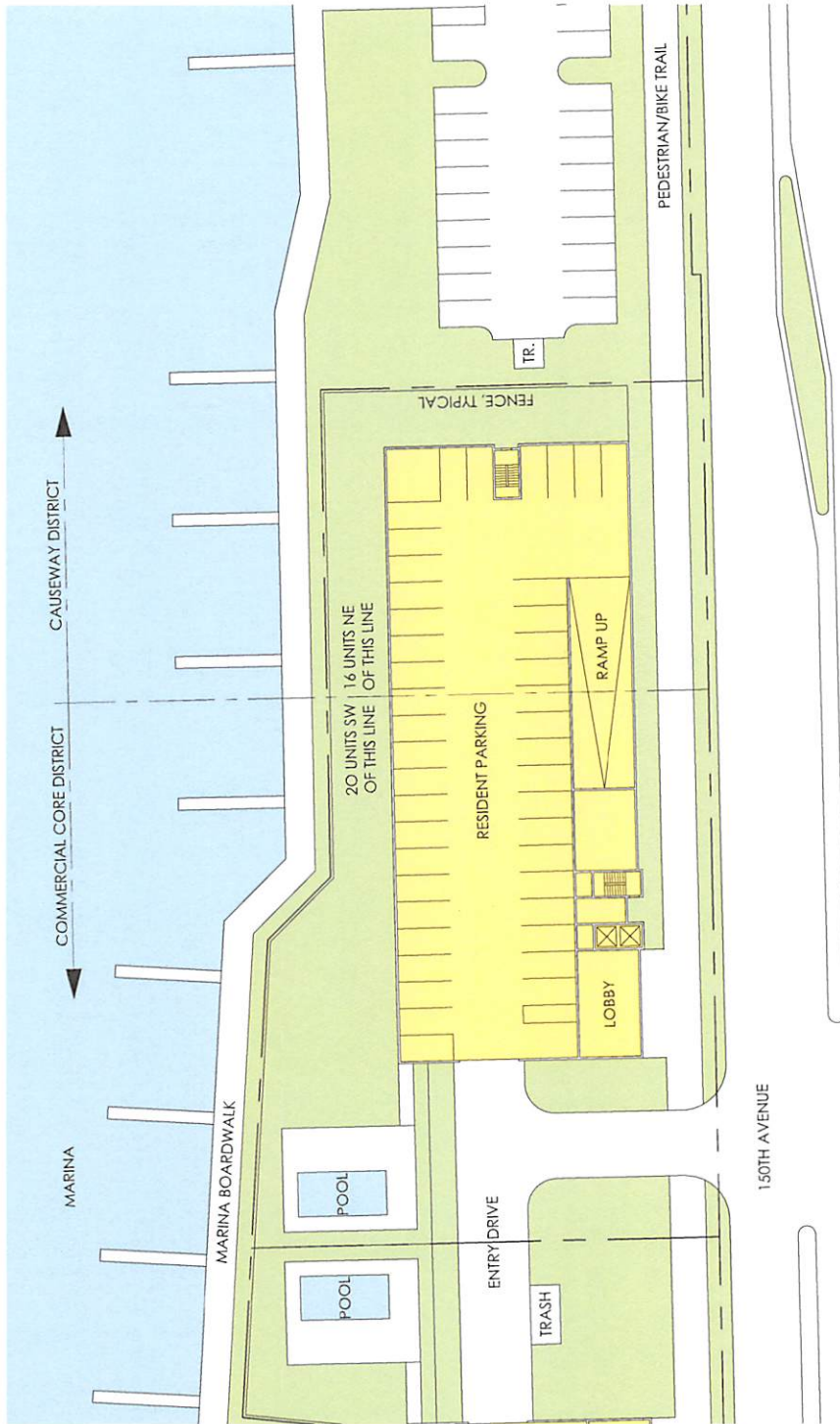
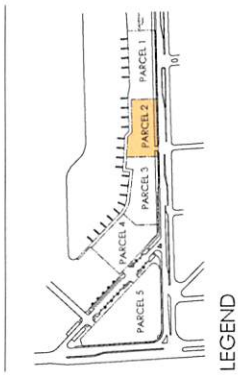
MAXIMUM EXTENT OF BUILDING FOOTPRINT

MAXIMUM EXTENT OF PORCH

CONDO A

36 CONDOMINIUM UNITS
6 FLOORS
77 PARKING SPACES

This building will have up to 36 dwelling units averaging approximately 1,600 square feet each. The building's first floor lobby faces 150th Avenue to provide a visible front door. Parking is located on the lower two floors with two spaces per unit plus a few extra for visitors. Above are four floors of units. The building is designed to take full advantage of the water views in all directions. A rear amenity area includes a swimming pool.



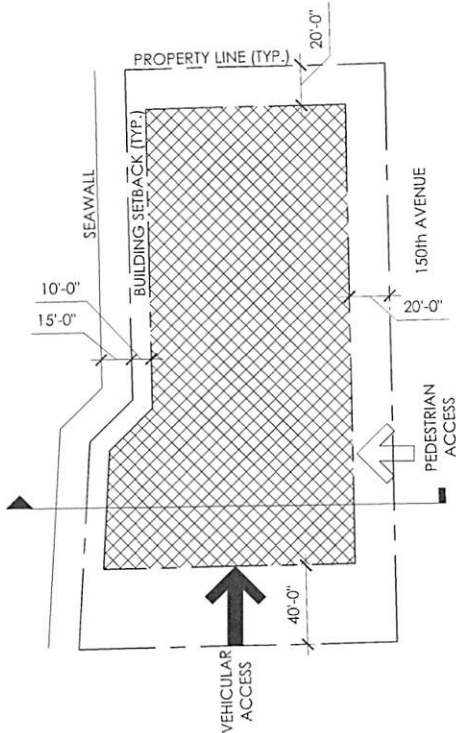
Condo A Site Plan

SCALE: 1" = 40'-0"

CONDO A SITE PLAN

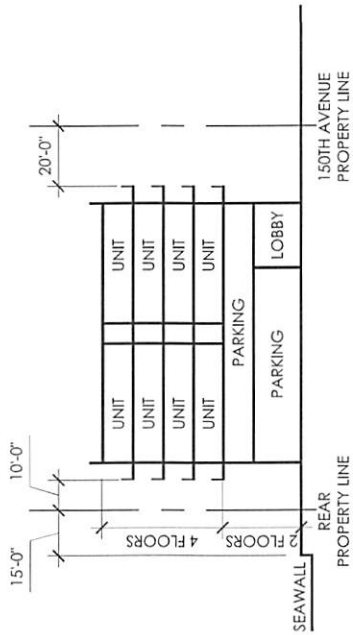
PARCEL 2

Site Area	40,059 s.f. (0.920 ac.)
Maximum Dwelling Units	36 units
Maximum Building Height	70 feet
Maximum Impervious Surface Ratio	70% of site area
Maximum Building Footprint	50% of site area
Minimum Required Parking	Residential: 2 spaces per unit



Building Setbacks and Access Diagram

SCALE: 1" = 60'-0"



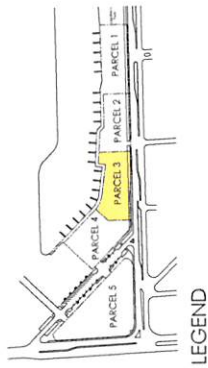
Building Section

SCALE: NTS

CONDO B

44 CONDOMINIUM UNITS
6 FLOORS
93 PARKING SPACES

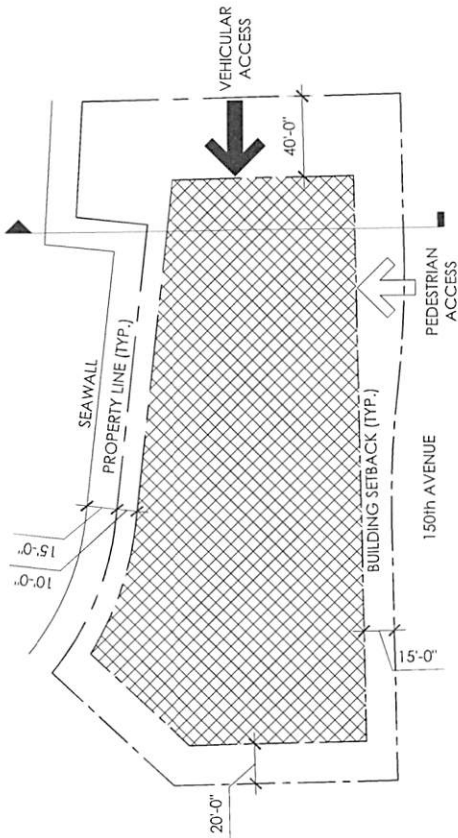
This building will have up to 44 dwelling units averaging approximately 1,600 square feet each. The building's first floor lobby faces 150th Avenue to provide a visible front door. Parking is located on the lower two floors with two spaces per unit plus a few extra for visitors. Above are four floors of units. The building is designed to take full advantage of the water views in all directions. A rear amenity area includes a swimming pool.



Condo B
 SCALE: 1" = 40'-0"

PARCEL 3

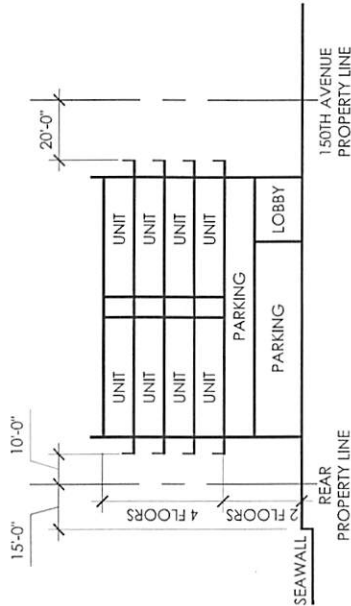
Site Area	48,791 s.f. (1.12 ac.)
Maximum Dwelling Units	44 units
Maximum Building Height	70 feet
Maximum Impervious Surface Ratio	70% of site area
Maximum Building Footprint	50% of site area
Minimum Required Parking	Residential: 2 spaces per unit



Building Setbacks and Access Diagram

SCALE: 1" = 60'-0"

MAXIMUM EXTENT OF BUILDING FOOTPRINT



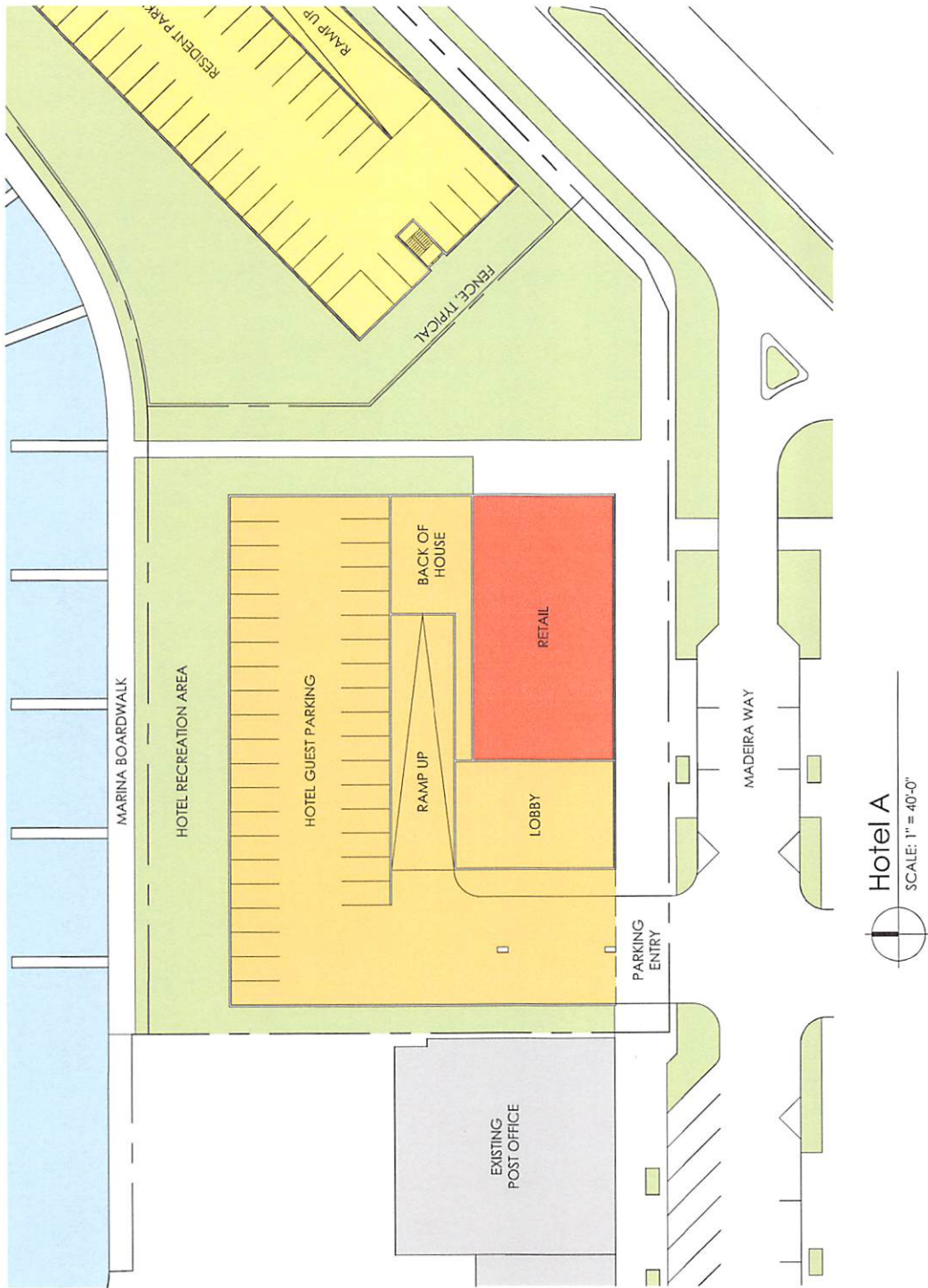
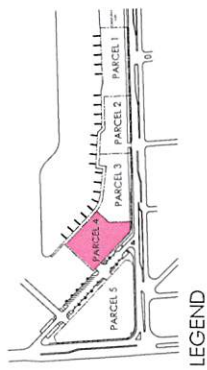
Building Section

SCALE: NTS

HOTEL A

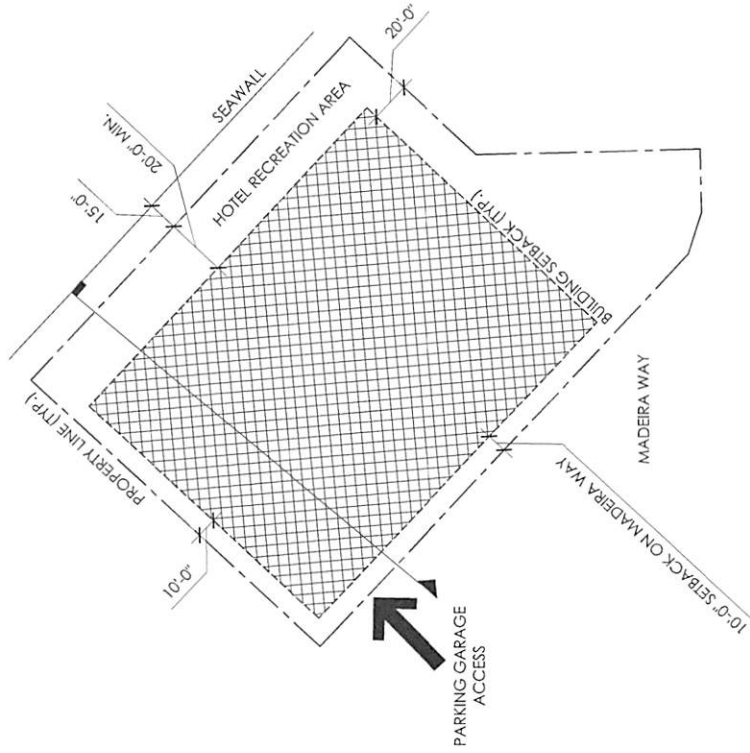
148 HOTEL ROOMS
5,000 S.F. COMMERCIAL
8 FLOORS
175 PARKING SPACES

This is programmed to be a suites hotel with up to 148 rooms. The first floor of the building contains the lobby, up to 5,000 square feet of retail and restaurant space, parking and support and service spaces. Above are two additional floors of parking. The 4th floor will have hotel amenities opening onto a roof terrace as well as some hotel rooms. The remainder of the hotel rooms will be on floors 5 through 8. The design of the building reinforces the pedestrian nature of Madeira Way by its close relationship to the sidewalk and ground level active uses.



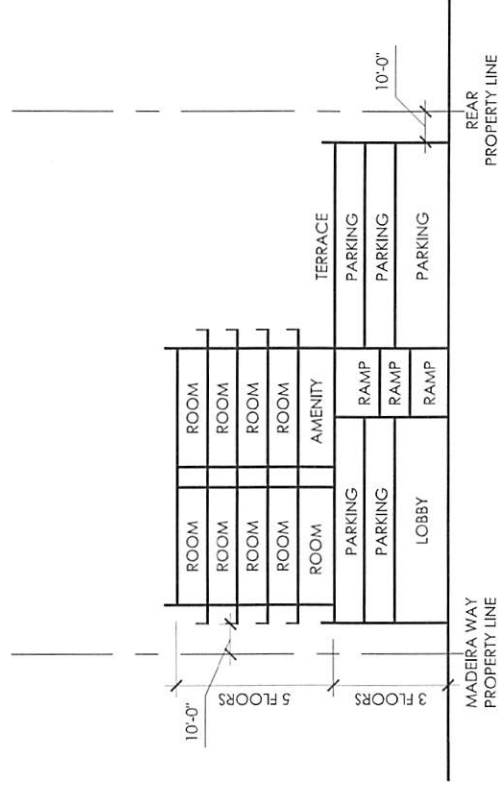
PARCEL 4

Site Area	50,066 s.f. (1.149 ac.)
Maximum Hotel Rooms	148
Maximum Commercial Space	5,000 s.f.
Maximum Building Height	90 feet
Maximum Impervious Surface Ratio	85% of site area
Maximum Building Footprint	70% of site area
Minimum Required Parking	Hotel: 1 space per room Retail: 3 spaces per 2,000 s.f. Restaurant: 1 space per 4 seats



Building Setbacks and Access Diagram
SCALE: 1" = 60'-0"

MAXIMUM EXTENT OF BUILDING FOOTPRINT

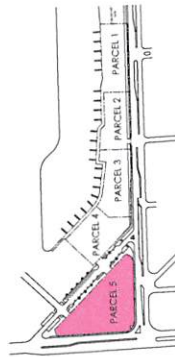


Building Section
SCALE: NTS

HOTEL B

168 HOTEL ROOMS
10 CONDOMINIUM UNITS
40,000 S.F. COMMERCIAL
8 FLOORS
326 PARKING SPACES

This is a true mixed-use block designed to be a recognizable landmark at the heart of Madeira Beach. It combines 40,000 square feet of retail and restaurant space on the ground floor with a full-service hotel with up to 168 rooms above as well as 10 condominium units. All sides of the first floor are lined with active uses fronting onto Madeira Way to the north and a new public plaza to the south. These two spaces are connected by a mid-block pedestrian arcade through the building. The parking garage is located on the 2nd and 3rd floors. The 4th floor is dedicated to the hotel's amenity spaces (fitness center, spa, meeting rooms, business center, etc.). These open onto a generous roof terrace with swimming pool, spa and bar. Hotel rooms are located on the 5th through 7th floors, with 10 condominiums on the 8th floor. All are oriented to maximize water views.



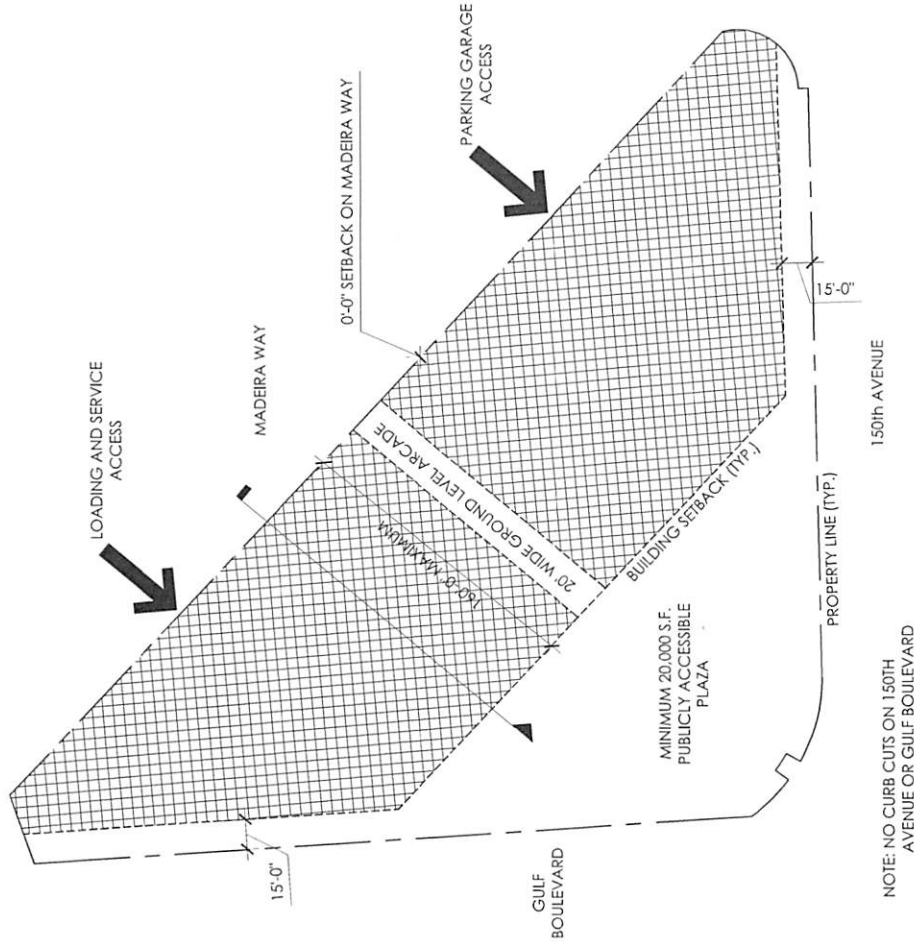
LEGEND



Hotel B
SCALE: 1" = 60'-0"

PARCEL 5

Site Area	92,511 s.f. (2.124 ac.)
Maximum Hotel Rooms	168
Maximum Commercial Space	40,000 s.f.
Maximum Building Height	99 feet
Maximum Impervious Surface Ratio	85% of site area
Maximum Building Footprint	70% of site area
Minimum Required Parking	Hotel: 1 space per room Retail: 3 spaces per 2,000 s.f. Restaurant: 1 space per 4 seats



Building Setbacks and Access Diagram

SCALE: 1" = 60'-0"

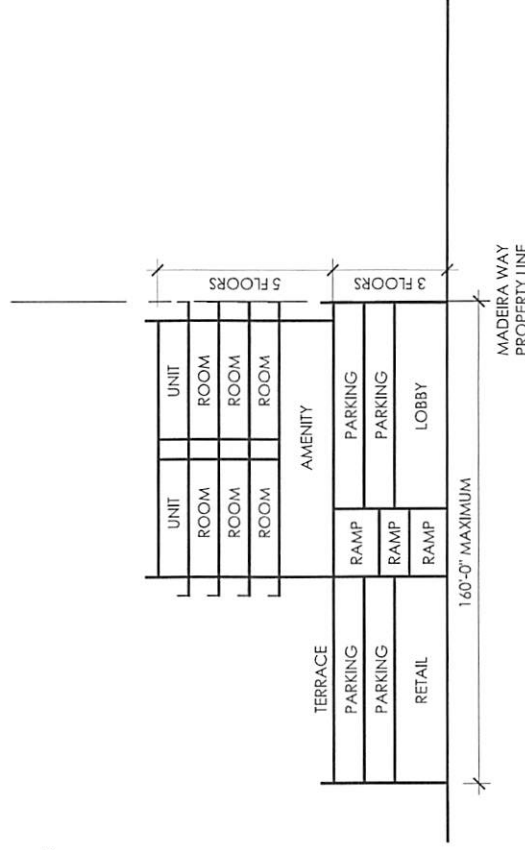


MAXIMUM EXTENT OF BUILDING FOOTPRINT

PARCEL 5 DESIGN GUIDELINES

Building Section

SCALE: NTS

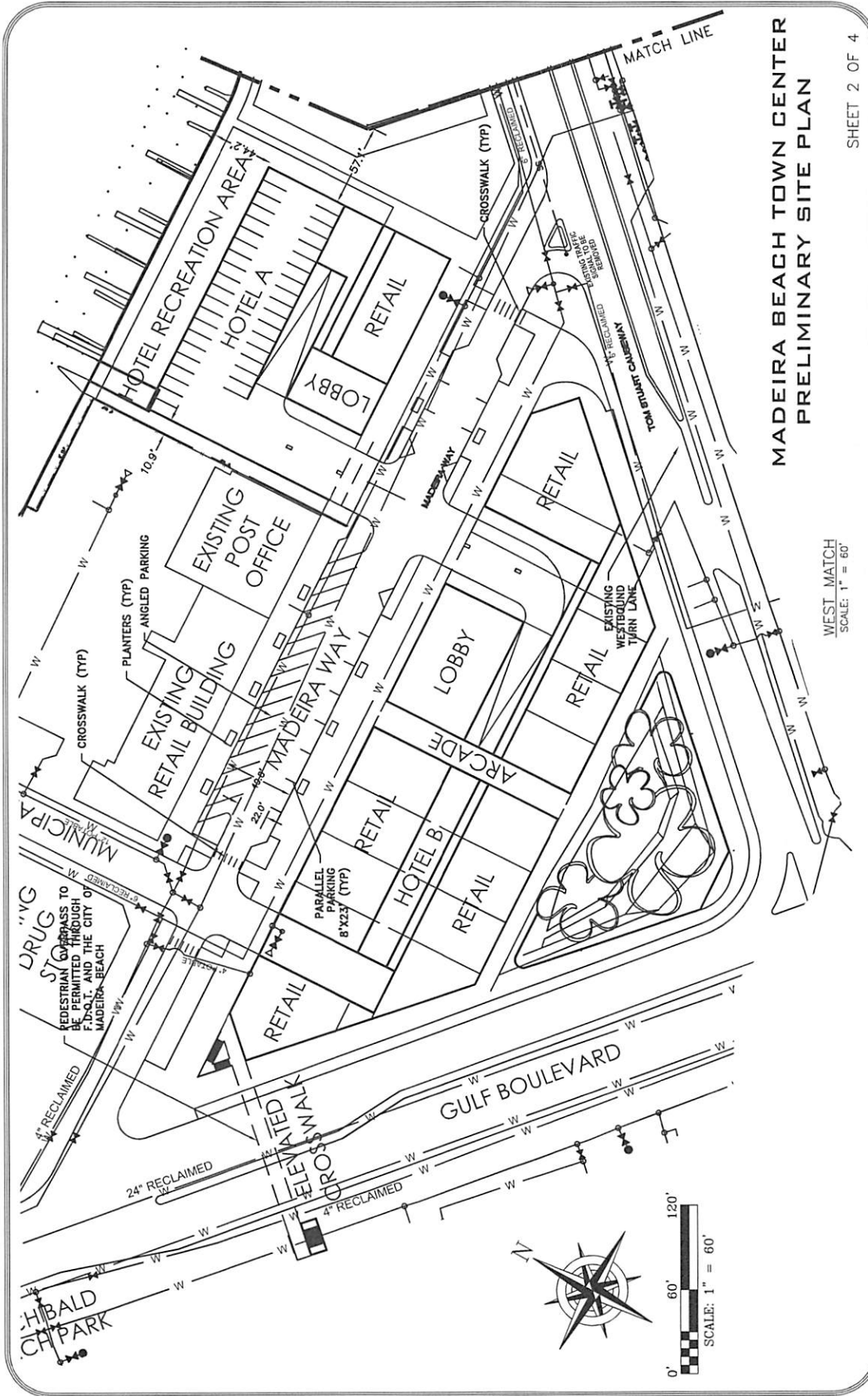


Madeira Beach Town Center

MADEIRA BEACH, FLORIDA



CIVIL SITE PLAN AND DATA



MADEIRA BEACH TOWN CENTER
PRELIMINARY SITE PLAN

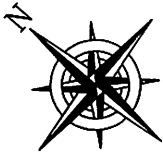
SHEET 2 OF 4

WEST MATCH
SCALE: 1" = 60'

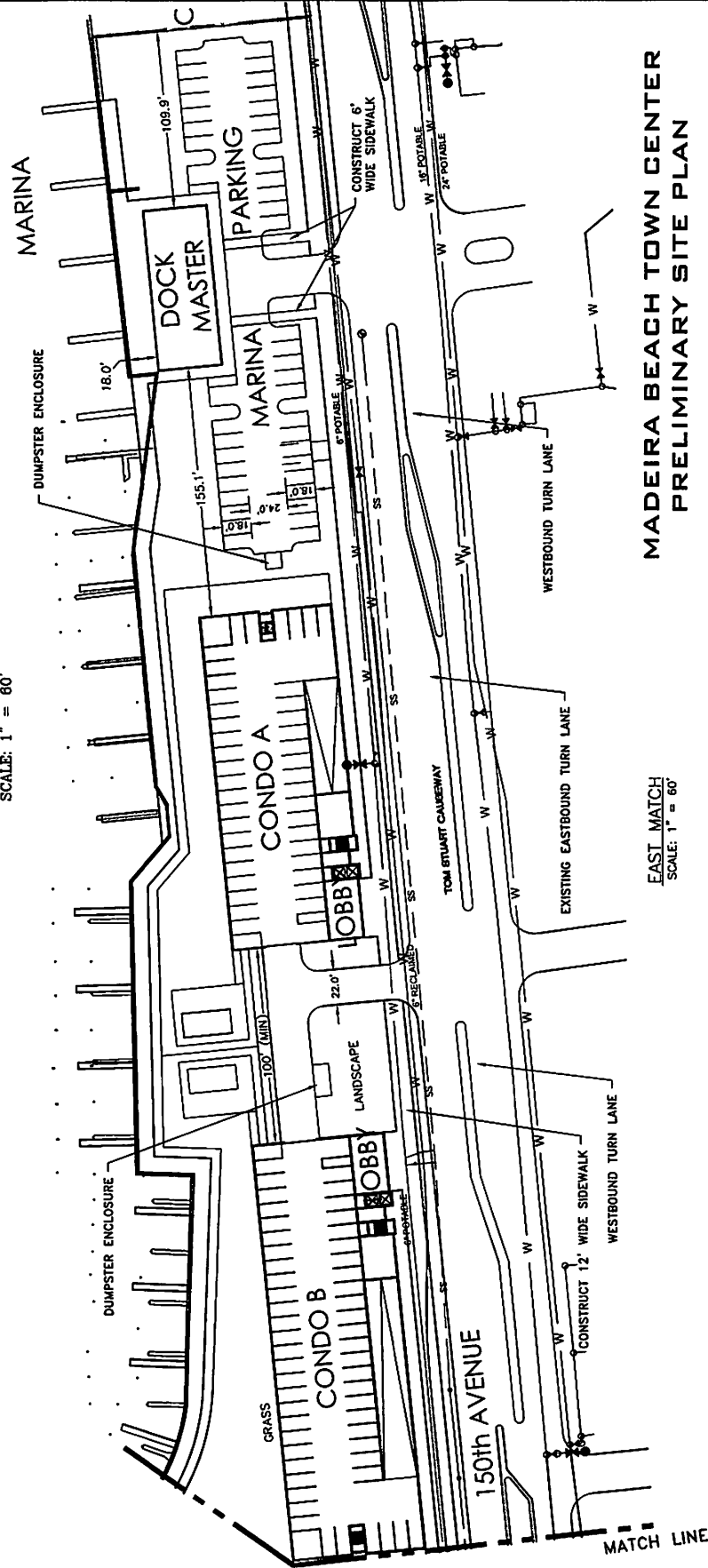
CIVIL SITE PLAN AND DATA

Madeira Beach Town Center

MADEIRA BEACH, FLORIDA



0' 60' 120'
SCALE: 1" = 60'



MADEIRA BEACH TOWN CENTER PRELIMINARY SITE PLAN

SHEET 3 OF 4

EAST MATCH
SCALE: 1" = 60'

SITE DATA

HOTEL A

PARKING REQUIRED:
 1 SP/ROOM = 148
 3 SP/2,000 SF = 3
 RETAIL SPACE: 2,000 SF
 RESTAURANT SPACE: 3,000 SF
 1 SP/4 SEATS =
 TOTAL REQUIRED =
 PARKING PROVIDED: 210 SPACES

HOTEL B

PARKING REQUIRED:
 1 SP/ROOM = 168
 3 SP/2,000 SF = 42
 RETAIL SPACE: 28,000 SF
 RESTAURANT SPACE: 12,000 SF
 1 SP/4 SEATS =
 TOTAL REQUIRED =
 PARKING PROVIDED: 400 SPACES

CONDO A

PARKING REQUIRED:
 2 SP/UNIT = 72
 UNITS: 36
 TOTAL REQUIRED = 72
 PARKING PROVIDED: 77 SPACES

CONDO B

PARKING REQUIRED:
 2 SP/UNIT = 88
 UNITS: 44
 TOTAL REQUIRED = 88
 PARKING PROVIDED: 93 SPACES

MARINA

PARKING REQUIRED:
 3 SP/2,000 SF = 6
 1 SP/4 SEATS =
 RETAIL SPACE: 7,000 SF
 RESTAURANT SPACE: 1,000 SF
 PARKING PROVIDED: 42 SPACES
 DOCK SLIPS: 43
 TOTAL REQUIRED = 40

OVERALL PROJECT SUMMARY & SITE DATA:
 EXISTING
 PROPOSED
 TOTAL BUILDING AREA
 = 62,904 SF(21.7%) 130,729 SF(45.0%)
 TOTAL ASPHALT/CONC.
 = 173,003 SF(59.5%) 81,171 SF(27.9%)
 TOTAL IMPERVIOUS AREA
 = 235,907 SF(81.2%) 211,900 SF(72.9%)
 TOTAL GREEN AREA
 = 54,525 SF(18.8%) 78,532 SF(27.4%)
 TOTAL PROJECT AREA
 = 290,432 SF (6.67 AC)

OVERALL SITE IMPERVIOUS SURFACE RATIO: 0.73

MADEIRA BEACH TOWN CENTER
PRELIMINARY SITE PLAN

SHEET 4 OF 4

EXHIBIT C

OFF-SITE ROADWAY IMPROVEMENTS

Tom Stuart Causeway (150th Avenue)/Madeira Way – Adjust traffic signal to provide for pedestrian movement and install raised median in 150th Avenue, permit right turn only into/from Madeira Way.

Tom Stuart Causeway (150th Avenue)/Median Opening at 1st Street E. – Extend the westbound left turn lane past Madeira Way to contain 150 feet of queue storage plus 185 feet of deceleration distance per FDOT Index #301 for a 45 MPH design speed.

Tom Stuart Causeway (150th Avenue) / Madeira Cove Median Opening – Construct an eastbound left turn lane into Madeira Beach Town Center access. Construct driveway with 2 exiting lanes to separate left and right turns. The eastbound left turn lane should include 50 feet of queue storage plus 185 feet of deceleration distance per FDOT Index #301. Due to distance constraints a design exception for deceleration distance may be needed from FDOT. The westbound left turn lane should contain 50 feet queue storage plus 185 feet deceleration distance per FDOT Index #301. This requires lengthening the existing left turn lane and removal of landscaping area.

Tom Stuart Causeway / Boca Vista / Marina Median Opening – Extend the westbound left turn lane to include 50 feet of queue storage plus 185 feet of deceleration distance per FDOT Index #301. This requires lengthening the existing left turn lane and removal of landscaping area. Provide eastbound left turn lane into the marina access with 50 feet of queue storage and 185 feet deceleration distance. Due to distance constraints a design exception from FDOT may be needed.

EXHIBIT D

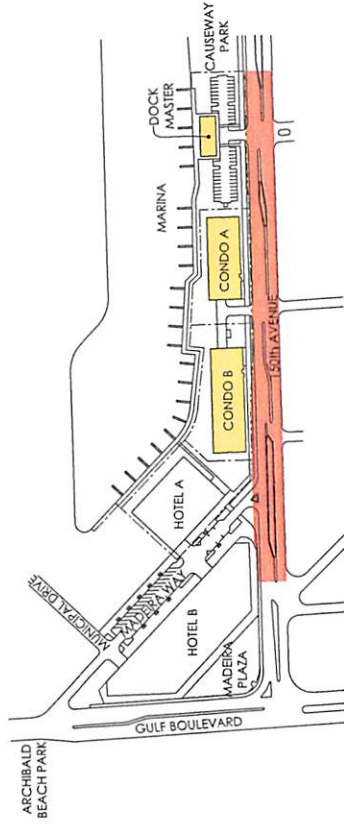
Madeira Beach Town Center
Project Data
November 1, 2016

	Parcel 1	Parcel 2	Parcel 3	Parcel 4	Parcel 5	Totals
Land Use	Marina	Condo A	Condo B	Hotel A	Hotel B	
Land Area	60,258 s.f.	40,059 s.f.	48,791 s.f.	50,066 s.f.	92,511 s.f.	291,685 s.f.
Parcel Acreage	1.383 ac.	0.920 ac.	1.120 ac.	1.149 ac.	2.124 ac.	6.696 ac.
Causeway District Zoning	1.111 ac.	0.309 ac.				1.420 ac.
Commercial Core District Zoning	0.272 ac.	0.611 ac.	1.120 ac.	1.149 ac.	2.124 ac.	5.276 ac.
Hotel - Density Allowed (Commercial Core)						60 rooms/ac.
Hotel - Rooms Allowed (Commercial Core)						317 rooms
Hotel - Density Proposed (Commercial Core)						59.9 rooms/ac.
Hotel - Rooms Proposed (Commercial Core)				148 rooms	168 rooms	316 rooms
Condos - Density Allowed (Commercial Core)						15 units/ac.
Condos - Units Allowed (Commercial Core)						79 units
Condos - Density Proposed (Commercial Core)						11.1 units/ac.
Condos - Units Proposed (Commercial Core)		20 units	44 units		10 units	74 units
Condos - Density Allowed (Causeway)						15 units/ac.
Condos - Units Allowed (Causeway)						21 units
Condos - Density Proposed (Causeway)						11.3 units/ac.
Condos - Units Proposed (Causeway)		16 units				16 units
Condos - Units Proposed (Total)		36 units	44 units		10 units	90 units
Retail Space (Commercial Core)				2,000 s.f.	28,000 s.f.	30,000 s.f.
Restaurant Space (Commercial Core)				3,000 s.f.	12,000 s.f.	15,000 s.f.
Commercial Area - Proposed (Commercial Core)				5,000 s.f.	40,000 s.f.	45,000 s.f.
Commercial Density - Allowed (Commercial Core)						1.2 FAR
Commercial Area - Allowed (Commercial Core)						275,798 s.f.
Retail Space (Causeway)	7,000 s.f.					7,000 s.f.
Restaurant Space (Causeway)	1,000 s.f.					1,000 s.f.
Commercial Area - Proposed (Causeway)	8,000 s.f.					8,000 s.f.
Commercial Density - Allowed (Causeway)						0.5500 FAR
Commercial Area - Allowed (Causeway)						34,020 s.f.
Commercial Area - Proposed (Total)						53,000 s.f.
Boat Slips - Allowed						43 slips
Boat Slips - Proposed	43 slips					43 slips
Parking - Minimum Required	40 spaces	72 spaces	88 spaces	175 spaces	326 spaces	701 spaces
Parking - Proposed	42 spaces	77 spaces	93 spaces	175 spaces	326 spaces	713 spaces

Notes

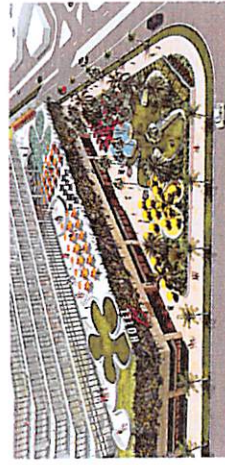
- 1. Parking Ratios - Residential: 2 spaces per unit / Hotel: 1 space per room / Retail: 3 spaces per 2,000 s.f. / Restaurant: 1 space per 4 seats (125 s.f.) / Marina: 1 space per 2 slips
- 2. In the Causeway District, 76% of the allowable density is allocated to residential use and 24% is allocated to commercial use.
- 3. Building Heights - Marina - 1 or 2 stories; Hotel A - 8 stories; Hotel B - 8 stories; Condo A - 6 stories; Condo B - 6 stories

EXHIBIT E



Condominium / Marina - Phase Plan

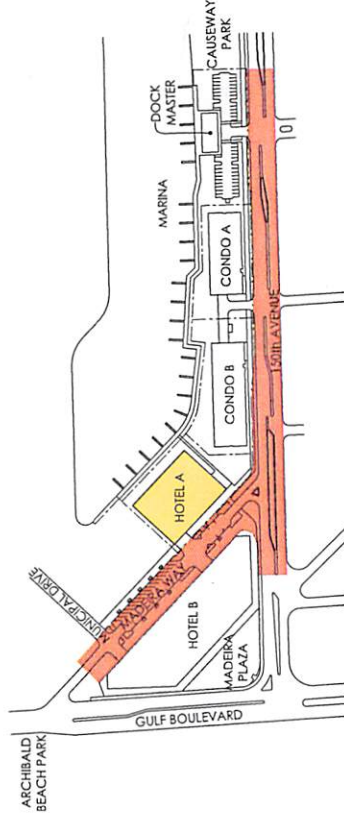
- Phase Designation
- Required Improvements



Madera Plaza

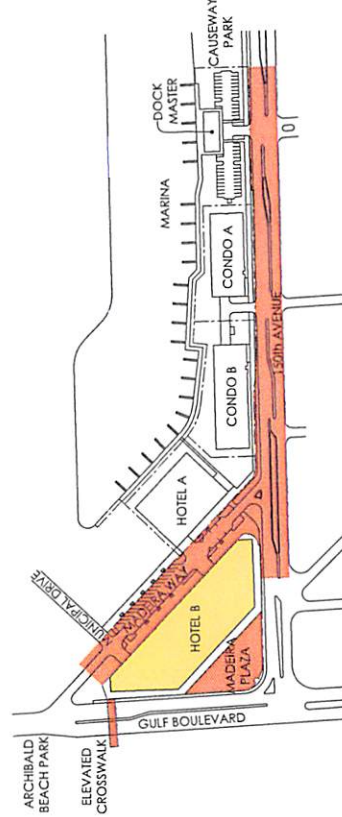


Madera Way



Hotel A - Phase Plan

PUBLIC IMPROVEMENTS PHASING PLAN	
CONDOS/MARINA	HOTEL A
-150th Avenue	-Madera Way
	-150th Avenue
	-Madera Plaza
	-Elevated Crossing (Gulf Blvd.)
	HOTEL B
	-Madera Way
	-150th Avenue
	-Madera Plaza
	-Elevated Crossing (Gulf Blvd.)



Hotel B - Phase Plan



150th Avenue



Gulf Boulevard Elevated Crosswalk

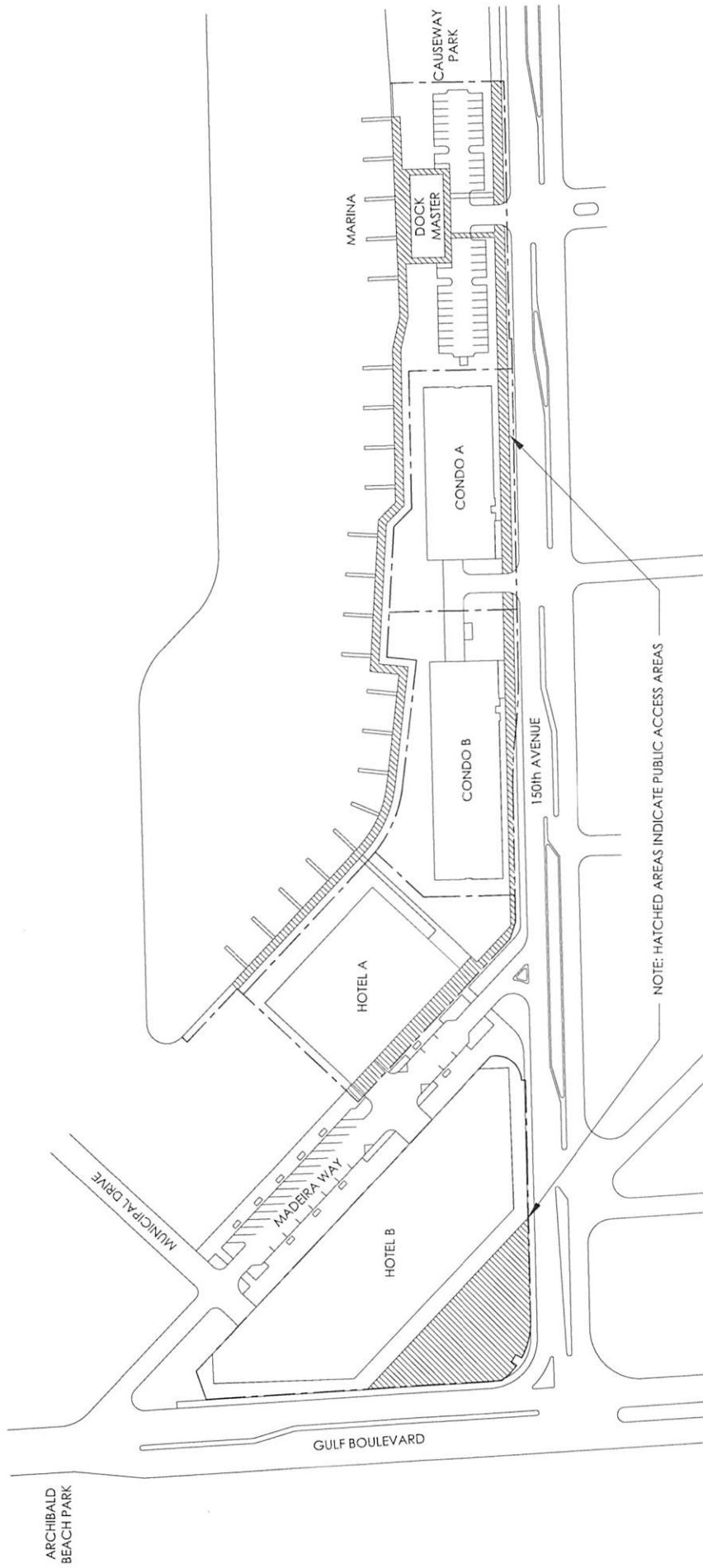
EXHIBIT "E"

Madeira Beach Town Center

MADERA BEACH, FLORIDA

E

EXHIBIT F



Public Access Site Plan

SCALE: 1" = 120'-0"





CITY OF MADEIRA BEACH
PLANNING AND ZONING DEPARTMENT

300 MUNICIPAL DRIVE ♦ MADEIRA BEACH, FLORIDA 33708

(727) 391-9951 EXT. 255 ♦ FAX (727) 399-1131

EMAIL TO: planning@madeirabeachfl.gov

SITE PLAN APPLICATION



PROJECT

- I. A. Project Name: MADEIRA BEACH TOWN CENTER
- B. Project Description:
MIXED USE - COMMERCIAL, RESIDENTIAL, TEMPORARY LODGING, RETAIL, MARINA
- C. Address of Subject Property: Parcels located along north side of 150th Avenue east of Gulf Boulevard
- D. Parcel I.D. No.: SEE ATTACHED EXHIBIT A as shown in attached sketch
- E. Legal Description:
SEE ATTACHED EXHIBIT "B"
- Full legal description attached: ☒ YES ☐ NO
- F. Existing use of property: Retail commercial businesses and eating establishments

**INFORMATION IN SECTIONS I, II IS REQUIRED TO ENSURE THAT PUBLIC OFFICIALS DO NOT VIOLATE
CONFLICT – OF - INTEREST LAWS.**

APPLICANT

- II. A. Applicant Status: *Attach proof of ownership (Deed)* ☒ Owner ☒ Agent
- B. Name of Applicant(s)/Contact Person(s):
Contact Person(s): WILLIAM F. KARNS
Company Name (if applicable): MADEIRA BEACH TOWN CENTER, LLC
Mailing Address: 286 107TH AVE STE 300
City TREASURE ISLAND State FLORIDA Zip 33706
Telephone : 727-367-3000 Fax : _____
Email: wkarns@karnsenterprises.com
- C. If applicant is agent for property owner: *Attach Proof of Agent authorization*
Name of owner (title holder): MADEIRA COMMONS, INC.
Mailing Address: 4401 W. KENNEDY BLVD., SUITE 100
City TREASURE ISLAND State FLORIDA Zip 33609

DISCLAIMER: According to Florida Statutes, Chapter 119, it is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. All documents and information not specified in F.S. 119.071 and 119.0713 are subject to public record requests.

ADDITIONAL INFORMATION

III. A. Is there any existing contract for sale, or options to purchase subject property? ☒ YES ☐ NO

If "yes" list names of all parties involved:

MADEIRA COMMONS, INC. AND MADEIRA BEACH TOWN CENTER, LLC

Is the contract/option contingent or absolute? CONTINGENT

I/WE CERTIFY AND ACKNOWLEDGE THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO BEST OF MY/OUR KNOWLEDGE

Signature of Applicant

Kevin R. Bowden, Manager

Printed Name & Title

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing application as acknowledged before me this 4th day of November, 2016
by Kevin R. Bowden who is/are personally known to me, or has/have
produced _____ as identification.

(Seal)



Signature of Notary Public, State of Florida

November 2, 2016

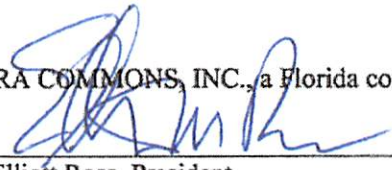
Madeira Beach Town Center, LLC
286 107th Avenue, Suite 300
Treasure Island, FL 33706

Re: Real Estate Exchange Agreement between Madeira Beach Town Center, LLC ("MBTC") and
Madeira Commons, Inc. ("MCI")
Pinellas County Parcel ID NO. 093115000004200200

To Whom It May Concern:

This letter shall constitute MCI's authorization for MBTC to act as MCI's agent to sign and file applications with the appropriate governmental entities to obtain necessary approvals and permits for developing the referenced property as a mixed use development, including without limitation, site plan approval, utility approvals, water management district permits, FDOT permits, approvals and permits from the City of Madeira Beach and Pinellas County. This authorization is for permits and approvals only. No demolition, excavation, or construction activities shall be commenced on the subject property prior to the transfer of title by MCI to MBTC.

MADEIRA COMMONS, INC., a Florida corporation

By: 

Elliott Ross, President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

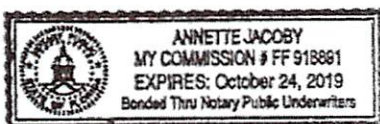
The foregoing Authorization Letter was executed before me, the undersigned authority, the 2 day of November, 2016, by Elliott Ross, as President of Madeira Commons, Inc., a Florida corporation, on behalf of the corporation. He is well known to me, or he produced _____ as identification.

My Commission Expires: OCT 24, 2019

(NOTARY SEAL)

Annette Jacoby
NOTARY PUBLIC

ANNETTE JACOBY
Print or Type Name



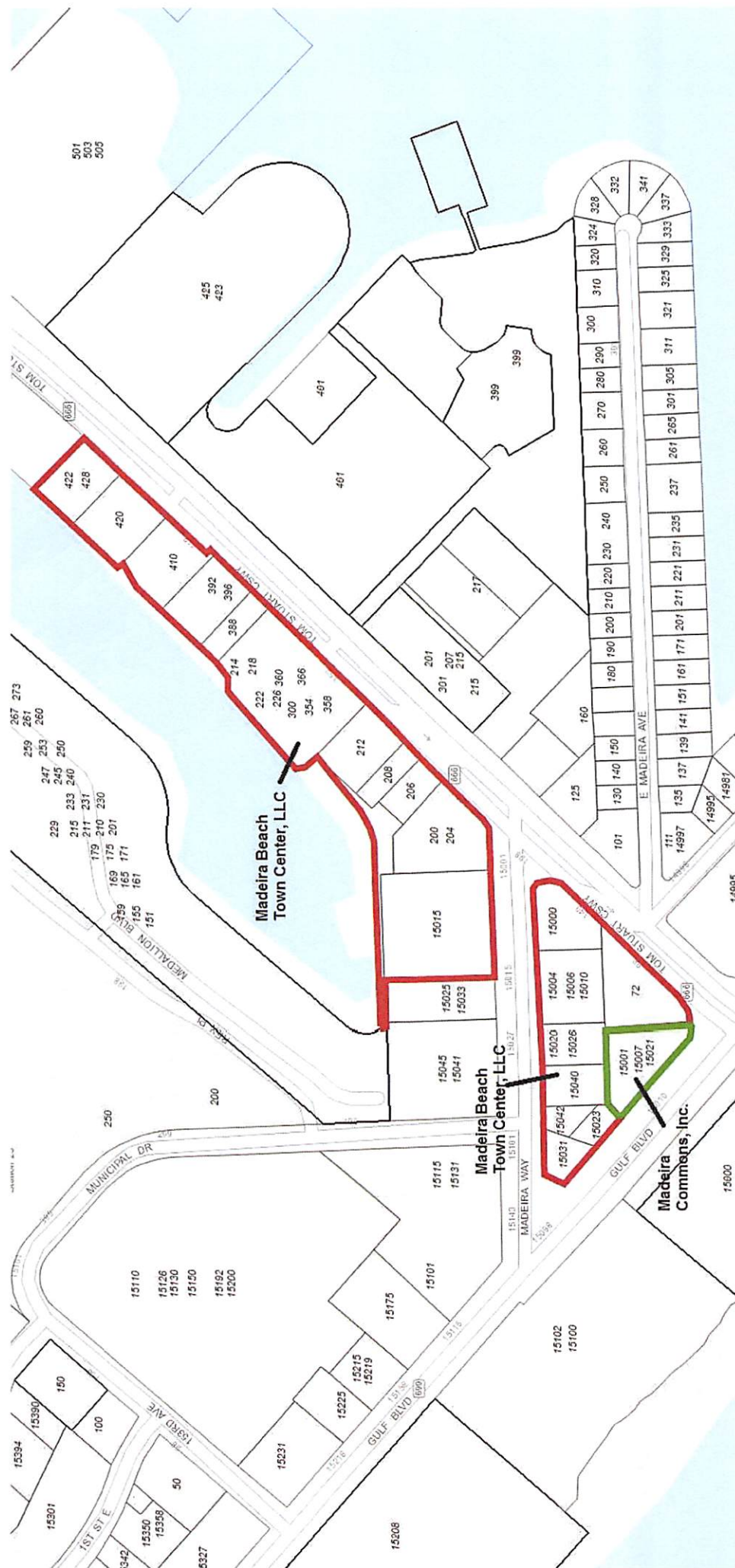


EXHIBIT "A" TO SITE PLAN APPLICATION

LIST OF PROPERTY OWNERS AND PARCEL NUMBERS

1. Madeira Beach Town Center, LLC
286 - 107th Avenue, Suite 300
Treasure Island, FL 33706

Parcel Numbers:

**09-31-15-54180-000-0020
09-31-15-00000-130-1600
09-31-15-00000-130-1500
09-31-15-00000-130-1700
09-31-15-00000-130-1800
09-31-15-00000-130-1900
09-31-15-00000-140-1000
09-31-15-00000-140-0900
09-31-15-00000-140-0700
09-31-15-00000-140-0600
09-31-15-00000-140-0500
09-31-15-00000-140-0400
09-31-15-00000-130-0900
09-31-15-00000-130-1000
09-31-15-00000-130-1100
09-31-15-54180-000-0013
09-31-15-54180-000-0010
09-31-15-00000-130-1200
09-31-15-00000-420-0100
09-31-15-54180-000-0012**

2. Madeira Commons, Inc.
c/o Ross Realty
4401 West Kennedy Blvd., Suite 100
Tampa, FL 33609
Parcel Number: 09-31-15-00000-420-0200

EXHIBIT "B" TO SITE PLAN APPLICATION

Legal Description of the Land

PARCEL 1A:

From the point of intersection of the South line of Government Lot 1, Section 9, Township 31 South, Range 15 East, Pinellas County, Florida (as established by Agreement recorded in Deed Book 662, Page 41, of the public records of said County), with the centerline of State Road No. 233, said road also being locally known as Welch Causeway or 150th Avenue, as a point of reference, thence South 88°04'07" West, along the South line of said Government Lot 1, a distance of 55.93 feet to an intersection with a Northwesterly right-of-way line of said Welch Causeway and the POINT OF BEGINNING; thence continue South 88°04'07" West, along the South line of said Government Lot 1, a distance of 182.83 feet; thence leaving said South line, North 01°55'53" West, 120.00 feet to an intersection with the South right-of-way of Madeira Way (an 80 foot right-of-way); thence North 88°04'07" East, along said South right-of-way of Madeira Way, 246.60 feet to a point on a curve; thence along the arc of a curve to the right, concave to the West, radius 30 feet, arc 53.76 feet, chord South 07°24'29" East, 46.85 feet to the end of said curve; thence South 46°08'32" East, 5.00 feet to an intersection with the aforementioned Northwesterly right-of-way line of said Welch Causeway; thence South 43°51'28" West, along the Northwesterly right-of-way line of said Welch Causeway, 100.07 feet to the aforementioned mentioned POINT OF BEGINNING.

PARCEL 1B:

From the point of intersection of the South line of Government Lot 1, Section 9, Township 31 South, Range 15 East, Pinellas County, Florida (as established by Agreement recorded in Deed Book 662, Page 41, of the public records of said County), with the centerline of State Road No. 233, said road also being locally known as Welch Causeway or 150th Avenue, as a point of reference, thence South 88°04'07" West, along the South line of said Government Lot 1, a distance of 313.76 feet to the POINT OF BEGINNING; thence continue South 88°04'07" West, along the South line of said Government Lot 1, a distance of 76.54 feet; thence leaving said South line, South 41°20'20" West, 31.65 feet to an intersection with the Northeasterly right-of-way of Gulf Boulevard (State Road No. 699, a 100 foot right-of-way); thence North 48°39'40" West, along said Northeasterly right-of-way of Gulf Boulevard, 161.69 feet; thence leaving said Northeasterly right-of-way of Gulf Boulevard, North 25°34'45" East, 36.32 feet to an intersection with the South right-of-way of Madeira Way (an 80 foot right-of-way); thence North 88°04'07" East, along said South right-of-way of Madeira Way, 199.20 feet; thence leaving said South right-of-way, South 01°55'53" East, 120.00 feet to the aforementioned mentioned POINT OF BEGINNING.

PARCEL 2:

That following described portion of Government Lot 1, in Section 9, Township 31 South, Range 15 East, Pinellas County, Florida, described as follows:

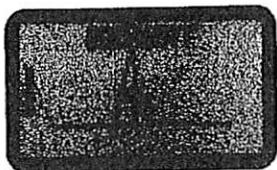
From the Northwest corner of Tract B, MADEIRA BEACH COMMERCIAL CENTER, recorded in Plat Book 26, page 52, of the public records of Pinellas County, Florida, as a point of reference; thence North 88°04'07" East, along the Northerly line of said tract, 169.40 feet to the POINT OF BEGINNING; thence North 01°55'53" West, 8.85 feet to an intersection with the waters of Boca Ciega Bay, said point hereinafter being referred to as Point "A" for convenience; return thence to the POINT OF BEGINNING; thence North 88°04'07" East, along the North line of said tract, 88.60 feet; thence leaving said line South 10°55'53" East, 200.00 feet to an intersection with the Northerly right-of-way line of Madeira Way (an 80 foot right-of-way); thence North 88°04'07" East, along said line 268.46 feet to an intersection with the northerly right-of-way line of State Road No. 233, also known locally as Welch Causeway or 150th Avenue; thence along right-of-way line by the following 11 courses: 1) North 62°54'59" East, 21.34 feet; 2) North 43°51'28" East, 160.76 feet to a point of curve; 3) Along the arc of a curve to the right, radius 505.00 feet, arc 68.10 feet, chord North 47°43'17" East, 68.05 feet to a point of reverse curve; 4) Along the arc of a curve to the left, radius 495.00 feet, arc 66.76 feet, chord North 47°43'17" East, 66.71 feet to a point of tangency; 5) North 43°51'28" East, 404.97 feet; 6) North 46°08'32" West, 3.00 feet; 7) North 43°51'28" East, 243.17 feet, to a point of curve; 8) Along the arc of a curve to the left, radius 3777.72 feet, arc 492.10 feet, chord North 40°07'33" East, 491.76 feet to the point of reverse curve; 9) Along the arc of a curve to the right, radius 3861.72 feet, arc 81.14 feet, chord North 36°59'46" East, 81.14 feet; 10) North 52°24'07" West, 58.00 feet to a point on a curve; 11) Along the arc of a curve to the right, concave to the Southeast, radius 3919.72 feet, arc 95.95 feet, chord North 38°17'58" East, 95.95 feet; thence leaving said line North 46°08'32" West, 38.84 feet to the aforementioned waters of Boca Ciega Bay; thence Southwesterly and Westerly along said waters and binding therewith to the aforementioned Point "A"; LESS AND EXCEPT any part thereof lying within Order of Taking recorded in Official Records Book 1042, page 380, as amended by Order recorded in Official Records Book 1139, page 599, and Order recorded in Official Records Book 1691, page 514, all of the public records of Pinellas County, Florida; ALSO LESS AND EXCEPT those lands deeded to the City of Madeira Beach, Florida, a political subdivision of the State of Florida by Warranty Deed recorded in Official Records Book 11243, page 456, of the public records of Pinellas County, Florida; ALSO LESS AND EXCEPT any part thereof lying within the lands described in Order of Taking recorded in Official Records Book 4426, page 489, as amended by Supplemental Order of Taking as to Parcel 148, recorded in Official Records Book 4585, page 229, both of the public records of Pinellas County, Florida.

PARCEL ID NUMBER: 09-31-15-54180-000-0012

LEGAL DESCRIPTION

The East 75 feet of the West 150.01 feet of Tract A, Madeira Beach Commercial Center, according to the plat thereof, as recorded in Plat Book 26, Page 52, of the Public Records of Pinellas County, Florida.

PARCEL ID NO.: 09-31-15-00000-420-0100



A parcel of land being a part of Government Lot 2, in Section 9, Township 31 South, Range 15 East, Pinellas County, Florida, and being more particularly described as follows:

For a Point of Beginning, begin at the intersection of the North boundary of Government Lot 2 with the Northwestern right-of-way line of 150th Avenue (County Road No. 17). Thence with said right-of-way line, S 43° 51' 28" West, 192.80 feet to the point of curvature of a curve; thence with said curve, concave to the right, an arc distance of 45.00 feet (said curve having a central angle of 30° 19' 50", a radius of 85.00 feet, and a tangent of 23.04 feet). Thence along a radial line, N 15° 48' 31" West, 8.00 feet. Thence with a curve concave to the right, an arc distance of 10.00 feet (said curve having a central angle of 7° 26' 28", a radius of 77.08 feet, a tangent of 5.01 feet and a chord of S 77° 54' 42" West 9.99 feet). Thence along a radial line S 08° 22' 03" East, 8.00 feet. Thence with a curve concave to the right, an arc distance of 7.37 feet (said curve having a central angle of 04° 57' 53", a radius of 85.00 feet, a tangent of 3.68 feet, and a chord of S 84° 56' 03" West, 7.36 feet). Thence N 02° 23' 42" West, 158.49 feet to the north boundary of Government Lot 2. Thence with said boundary, N 88° 04' 07" East 196.56 feet to the Point of Beginning.

Grantor expressly saves and excepts from this conveyance, and reserves unto itself and its successors and assigns, all oil, gas and other minerals on or under the lands herein conveyed; but Grantor, its successors and assigns, shall have no right to use any part of the surface of said land for the purpose of exploring for, mining, drilling for, producing, storing or removing the oil, gas or other minerals located in, on or under said land, and any oil and gas drilling operations shall be conducted by means of wells or

shafts, the surface locations of which are on other lands but which may be drilled into and bottomed in the property.

MADEIRA COMMONS, INC. PARCEL

PARCEL ID NUMBER: 09-31-15-00000-420-0200

LEGAL DESCRIPTION

A tract of land in that part of Government Lot 2, Section 9, Township 31 South, Range 15 East, lying Northwesterly of State Road No. 233 extended toward Welch's Causeway and Northeasterly of State Road 699 (formerly County Road 17) described as follows:

From the Northwest corner of the Southeast 1/4 of Section 9, Township 31 South, Range 15 East, run North 88°04'07" East, 444.39 feet along the North line of Government Lot 2 of said Section 9, to the Northeast right-of-way line of Gulf Boulevard (State Highway 699) for a Point of Beginning; run thence North 88°04'07" East, 288.77 feet; thence South 2°24'06" East, 173.51 feet; thence by a curve to the right, radius of 54 feet, arc 48.84 feet, chord North 70°30'05" West, 47.70 feet; thence North 48°39'40" West, 227.70 feet to the Point of Beginning; LESS AND EXCEPT a triangular tract of land described as follows:

From the Northwest corner of the ^{South East} ~~South~~ 1/4 of said Section 9, run North 88°04'07" East, along the North line of said Government Lot 2 to the Northeasterly right-of-way line of said Gulf Boulevard (State Road 699) for a Point of Beginning; run thence North 88°04'07" East, 70.98 feet; thence South 41°20'20" West, 48.65 feet; thence North 48°39'40" West, 51.68 feet to the Point of Beginning; LESS rights-of-way for 150th Avenue and Gulf Boulevard.

DEEDS
MADEIRA BEACH TOWN CENTER, LLC

Prepared by and return to:
Charles H. Carver, Esq.
McNamara & Carver, P.A.
2907 Bay to Bay Blvd., Suite 201
Tampa, Florida 33629

Purchase Price: \$8,150,000
Documentary Stamp Taxes
Paid on this Deed: \$57,050

(Space Above This Line For Recording Data)

SPECIAL WARRANTY DEED

THIS INDENTURE, effective as of August 18, 2016, between **BUG, LLC**, a Florida limited liability company, as Successor Trustee of the **919 Land Trust** created under agreement dated December 31, 1996, and amended and restated October 28, 2010 (hereinafter referred to as the "Grantor"), and **MADEIRA BEACH TOWN CENTER, LLC**, a Florida limited liability company (hereinafter referred to as the "Grantee"), whose post office address is 286 107th Avenue, Suite 300, Treasure Island, Florida 33706. (Wherever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns.)

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, and does hereby grant, bargain and sell to Grantee, the following described lands located in Pinellas County, Florida (the "Property"), to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE

TOGETHER WITH all easements, hereditaments and appurtenances belonging thereto, all strips and gores, if any, between the Property and abutting properties and all buildings and improvements thereon, if any.

TO HAVE AND TO HOLD the same in fee simple forever, subject to taxes accruing subsequent to December 31, 2016; laws, ordinances and governmental regulations (including, but not limited to, building, zoning and land use ordinances) affecting the occupancy, use or enjoyment of the Property; and those matters described on Exhibit "B" attached hereto and incorporated herein by reference (the "Permitted Matters").

Grantor hereby covenants with Grantee that (a) Grantor is lawfully seized of the Property in fee simple; (b) Grantor has good right and lawful authority to sell and convey the Property; and (c) except for the Permitted Matters, Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through and under Grantor, but against none other.

[SIGNATURE ON FOLLOWING PAGE]

UNOFFICIAL COPY

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first written above.

Signed, sealed and delivered
in our presence as witnesses:

BLUG, LLC, a Florida limited
liability company, as Trustee as
aforesaid

Charles H. Carver
Print Name: Charles H. Carver

Gina M. Harber
Print Name: Gina M. Harber
As to Grantor

By: Julie Goddard
Name: Julie Goddard
Title: Managing Member

3409 W. Fletcher Ave.
Tampa, FL 33618

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

THE FOREGOING INSTRUMENT was acknowledged before me this 18 day of August, 2016, by Julie Goddard, as the Managing Member of BLUG, LLC, a Florida limited liability company, as Successor Trustee of the 919 Land Trust created under agreement dated December 31, 1996, and amended and restated October 28, 2010, on behalf of the company. He/She is either ☐ is personally known to me, or ☒ has produced FL G363-433-73-745-0 driver's license as identification.

(NOTARIAL SEAL)

Gina M. Harber
Notary Public
Print or Stamp Name: _____
My serial number: _____

Z:\word\919\Madeira Beach Sale\Docs\Deed.doc

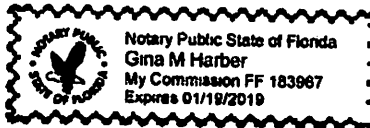


EXHIBIT "A"**LEGAL DESCRIPTION****PARCEL 1A:**

From the point of intersection of the South line of Government Lot 1, Section 9, Township 31 South, Range 15 East, Pinellas County, Florida (as established by Agreement recorded in Deed Book 662, Page 41, of the public records of said County), with the centerline of State Road No. 233, said road also being locally known as Welch Causeway or 150th Avenue, as a point of reference, thence South $88^{\circ}04'07''$ West, along the South line of said Government Lot 1, a distance of 55.93 feet to an intersection with a Northwesterly right-of-way line of said Welch Causeway and the POINT OF BEGINNING; thence continue South $88^{\circ}04'07''$ West, along the South line of said Government Lot 1, a distance of 182.83 feet; thence leaving said South line, North $01^{\circ}55'53''$ West, 120.00 feet to an intersection with the South right-of-way of Madeira Way (an 80 foot right-of-way); thence North $88^{\circ}04'07''$ East, along said South right-of-way of Madeira Way, 246.60 feet to a point on a curve; thence along the arc of a curve to the right, concave to the West, radius 30 feet, arc 53.76 feet, chord South $07^{\circ}24'29''$ East, 46.85 feet to the end of said curve; thence South $46^{\circ}08'32''$ East, 5.00 feet to an intersection with the aforementioned Northwesterly right-of-way line of said Welch Causeway; thence South $43^{\circ}51'28''$ West, along the Northwesterly right-of-way line of said Welch Causeway, 100.07 feet to the aforementioned mentioned POINT OF BEGINNING.

PARCEL 1B:

From the point of intersection of the South line of Government Lot 1, Section 9, Township 31 South, Range 15 East, Pinellas County, Florida (as established by Agreement recorded in Deed Book 662, Page 41, of the public records of said County), with the centerline of State Road No. 233, said road also being locally known as Welch Causeway or 150th Avenue, as a point of reference, thence South $88^{\circ}04'07''$ West, along the South line of said Government Lot 1, a distance of 313.76 feet to the POINT OF BEGINNING; thence continue South $88^{\circ}04'07''$ West, along the South line of said Government Lot 1, a distance of 76.54 feet; thence leaving said South line, South $41^{\circ}20'20''$ West, 31.65 feet to an intersection with the Northeasterly right-of-way of Gulf Boulevard (State Road No. 699, a 100 foot right-of-way); thence North $48^{\circ}39'40''$ West, along said Northeasterly right-of-way of Gulf Boulevard, 161.69 feet; thence leaving said Northeasterly right-of-way of Gulf Boulevard, North $25^{\circ}34'45''$ East, 36.32 feet to an intersection with the South right-of-way of Madeira Way (an 80 foot right-of-way); thence North $88^{\circ}04'07''$ East, along said South right-of-way of Madeira Way, 199.20 feet; thence leaving said South right-of-way, South $01^{\circ}55'53''$ East, 120.00 feet to the aforementioned mentioned POINT OF BEGINNING.

PARCEL 2:

That following described portion of Government Lot 1, in Section 9, Township 31 South, Range 15 East, Pinellas County, Florida, described as follows:

From the Northwest corner of Tract B, MADEIRA BEACH COMMERCIAL CENTER, recorded in Plat Book 26, page 52, of the public records of Pinellas County, Florida, as a point of reference; thence North 88°04'07" East, along the Northerly line of said tract, 169.40 feet to the POINT OF BEGINNING; thence North 01°55'53" West, 8.85 feet to an intersection with the waters of Boca Ciega Bay, said point hereinafter being referred to as Point "A" for convenience; return thence to the POINT OF BEGINNING; thence North 88°04'07" East, along the North line of said tract, 88.60 feet; thence leaving said line South 01°55'53" East, 200.00 feet to an intersection with the Northerly right-of-way line of Madeira Way (an 80 foot right-of-way); thence North 88°04'07" East, along said line 268.46 feet to an intersection with the northerly right-of-way line of State Road No. 233, also known locally as Welch Causeway or 150th Avenue; thence along right-of-way line by the following 11 courses: 1) North 62°54'59" East, 21.34 feet; 2) North 43°51'28" East, 160.76 feet to a point of curve; 3) Along the arc of a curve to the right, radius 505.00 feet, arc 68.10 feet, chord North 47°43'17" East, 68.05 feet to a point of reverse curve; 4) Along the arc of a curve to the left, radius 495.00 feet, arc 66.76 feet, chord North 47°43'17" East, 66.71 feet to a point of tangency; 5) North 43°51'28" East, 404.97 feet; 6) North 46°08'32" West, 3.00 feet; 7) North 43°51'28" East, 243.17 feet, to a point of curve; 8) Along the arc of a curve to the left, radius 3777.72 feet, arc 492.10 feet, chord North 40°07'33" East, 491.76 feet to the point of reverse curve; 9) Along the arc of a curve to the right, radius 3861.72 feet, arc 81.14 feet, chord North 36°59'46" East, 81.14 feet; 10) North 52°24'07" West, 58.00 feet to a point on a curve; 11) Along the arc of a curve to the right, concave to the Southeast, radius 3919.72 feet, arc 95.95 feet, chord North 38°17'58" East, 95.95 feet; thence leaving said line North 46°08'32" West, 38.84 feet to the aforementioned waters of Boca Ciega Bay; thence Southwesterly and Westerly along said waters and binding therewith to the aforementioned Point "A"; LESS AND EXCEPT those lands deeded to the City of Madeira Beach, Florida, a political subdivision of the State of Florida by Warranty Deed recorded in Official Records Book 11243, page 456, of the public records of Pinellas County, Florida; ALSO LESS AND EXCEPT any part thereof lying within the lands described in Order of Taking recorded in Official Records Book 4426, page 489, as amended by Supplemental Order of Taking as to Parcel 148, recorded in Official Records Book 4585, page 229, both of the public records of Pinellas County, Florida.

PARCEL 3:

Lots 53, 54, 55, 56, 57 and 58, NORTH MADEIRA SHORES, according to the map or plat thereof as recorded in Plat Book 23, page 68, of the public records of Pinellas County, Florida.

UNOFFICIAL COPY

EXHIBIT "B"

PERMITTED MATTERS

1. Restrictions, covenants, conditions and easements contained in that certain Declaration of Easements, Reservations and Restrictions recorded in Deed Book 1108, page 59, of the public records of Pinellas County, Florida.

2. Easement for Storm Sewer in favor of the State of Florida for the use and benefit of the State Road Department, recorded in Deed Book 1186, page 203, of the public records of Pinellas County, Florida.

3. Lease Agreement dated June 1, 1953 by and between Union Trust Company, as Trustee, Lessor and William B. Harvard, Lessee, recorded in Deed Book 1451, page 614, as assigned by Lessee to William B. Harvard and Leila B. Harvard, as trustees u/t dated September 25, 1970 F.B.O. William B. Harvard by Assignment of Lease recorded in Official Records Book 3502, page 992, and assigned by Lessee to George Shontz and Patricia J. Shontz, his wife by Assignment of Lease recorded in Official Records Book 3546, page 91, as affected by Certificate of Acknowledgement recorded in Official Records Book 3546, page 94, all of the public records of Pinellas County, Florida.

4. Easement Agreement recorded in Deed Book 1553, page 343, of the public records of Pinellas County, Florida.

5. Drainage easements as described in Order of Taking recorded in Official Records Book 1042, page 380, as amended by Order recorded in Official Records Book 1139, page 599, and Order recorded in Official Records Book 1691, page 514, all of the public records of Pinellas County, Florida.

6. Distribution Easement in favor of Florida Power Corporation, a Florida corporation, recorded in Official Records Book 8630, page 1300, of the public records of Pinellas County, Florida.

7. Declaration of Shared Parking recorded in Official Records Book 13262, page 1082, of the public records of Pinellas County, Florida.

8. Distribution Easement in favor of Florida Power Corporation doing business as Progress Energy Florida, Inc., a Florida corporation, recorded in Official Records Book 16903, page 449, of the public records of Pinellas County, Florida.

9. Lease by and between 919 Land Trust, a Florida Land Trust under the Amended and Restated Agreement dated October 28, 2010, Lessor and Hoot the Dog Too, LLC d/b/a Brown Boxer Pub and Grill, Madeira Beach, Lessee, a Memorandum of Lease being recorded in Official Records Book 17350, page 2330, of the public records of Pinellas County, Florida.

10. Easements for drainage rights-of-way as described in instruments recorded in Official Records Book 1297, page 68, and Official Records Book 1870, page 653, both of the public records of Pinellas County, Florida.

11. Sovereignty Submerged Lands Lease by and between the Board of Trustees of the Internal Improvement Fund of the State of Florida, Lessor and W. Barry Loft, Successor Trustee of the 919 Land Trust Created U/A dated December 31, 1996, Lessee, recorded in Official Records Book 17245, page 1448, of the public records of Pinellas County, Florida.

12. Development Agreement by and between the City of Madeira Beach, a municipal corporation of the State of Florida and Madeira Beach Development Co., LLC, a Florida limited liability company, recorded in Official Records Book 19231, page 1276, of the public records of Pinellas County, Florida.

This instrument was prepared by
and to be returned to:
George L. Hayes III, Esquire
The Hayes Law Group, P.A.
4701 Central Avenue, Suite A
St. Petersburg, FL 33713

Consideration - \$800,000.00

WARRANTY DEED

This Warranty Deed made and entered into this 18th day of August, 2016, between Arthur W. Broaderick, a married man, and Larry M. Starnes and Rhonda T. Starnes, husband and wife, whose post office address is 12859 74th Avenue, Seminole, FL 33776-4002, as Grantor, and Madeira Beach Town Center, LLC, a Florida limited liability company, whose post office address is 286 107th Avenue, Suite #300, Treasure Island, FL 33706, as Grantee:

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees.)

Witnesseth, that said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and begin in Lee County, Florida, to-wit:

The East 75 feet of the West 150.01 feet of Tract A, MADEIRA BEACH COMMERCIAL CENTER, according to the plat thereof, as recorded in Plat Book 26, Page 52, of the Public Records of Pinellas County, Florida.

Parcel No. 09/31/15/54180/000/0012

Subject to taxes for 2016 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Subject to an easement for common driveway over the West 6 feet of said property, and the East 6 feet of the adjoining property.

Grantor, Arthur W. Broaderick, warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the Constitution of the State of Florida, nor is it contiguous to or a part of homestead property. Grantor's residence and homestead address is: 12859 74th Avenue, Seminole, FL 33776-4002.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2015.

In Witness Whereof, the Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Ashley A. Deliso
(Witness to sign on line above)

Ashley A. Deliso
(Witness to print name on line above)

Jeanette Levesque
(Witness to sign on line above)

Jeanette Levesque
(Witness to print name on line above)

Arthur W. Broaderick
Arthur W. Broaderick
12859 74th Avenue
Seminole, FL 33776-4002

STATE OF VERMONT
COUNTY OF Lamoille

The foregoing instrument was acknowledge before me, this 17 day of August 2016, by **Arthur W. Broaderick, a married man**, who ☐ is personally known to me, or ☒ has produced Florida D.L. as identification.

B 636-059-45-149-0
My commission expires:

(NOTARY SEAL)

Jeanette Levesque
(Notary Public to sign on line above)
Jeanette Levesque
(Notary Public to print name on line above)
exp 2-10-19

In Witness Whereof, the Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Wendy K. Hamilton

(Witness to sign on line above)

Wendy K. Hamilton

(Witness to print name on line above)

Bethany L. Milton

(Witness to sign on line above)

Bethany L. Milton

(Witness to print name on line above)

Larry M. Starnes

Larry M. Starnes

12859 74th Avenue

Seminole, FL 33776-4002

STATE OF FLORIDA

COUNTY OF Lafayette

The foregoing instrument was acknowledge before me, this 18th day of August 2016, by
Larry M. Starnes, husband of Rhonda T. Starnes, who ☐ is personally known to me, or ☐ has
produced _____ as identification.

My commission expires:

12-01-2019

(NOTARY SEAL)

Bethany L. Milton

(Notary Public to sign on line above)

Bethany L. Milton

(Notary Public to print name on line above)



In Witness Whereof, the Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of

Patricia L. Bevers

(Witness to sign on line above)

Patricia L. Bevers

(Witness to print name on line above)

Stoner

(Witness to sign on line above)

Josefa Torres

(Witness to print name on line above)

Rhonda T. Starnes

Rhonda T. Starnes

12859 74th Avenue

Seminole, FL 33776-4002

STATE OF FLORIDA

COUNTY OF Hillsborough County

The foregoing instrument was acknowledge before me, this 18th day of August 2016, by Rhonda T. Starnes, wife of Larry M. Starnes, who [] is personally known to me, or [] has produced FL Drivers License as identification.

My commission expires: 11-4-18

(NOTARY SEAL)



Kathleen Lawless

(Notary Public to sign on line above)

Kathleen Lawless

(Notary Public to print name on line above)

Prepared by (and return to):

Robert C. Decker, Esq.
Trenam Law
200 Central Avenue, Suite 1600
St. Petersburg, FL 33701

Tax Parcel ID Number: 09-31-15-00000-420-0100

SPECIAL WARRANTY DEED

THIS INDENTURE is made and entered into as of the 25th day of August, 2016, by and between **CAJUN BUILDINGS, L.L.C.**, a Florida limited liability company ("Grantor"), whose mailing address is 15334 Harbor Drive, Madeira Beach, FL 33708, Attn: Patricia Shontz, Manager, and **MADEIRA BEACH TOWN CENTER, LLC**, a Florida limited liability company ("Grantee"), whose mailing address is 286 107TH Avenue, Suite 300, Treasure Island, FL 33706, Attn: William F. Karns, Manager.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold, alienated, remised, released, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, alienate, remise, release, convey and confirm unto Grantee, and Grantee's heirs, successors and assigns forever, the following described real property located in the County of Pinellas, State of Florida, to-wit:

**SEE EXHIBIT A ATTACHED HERETO
AND INCORPORATED HEREIN BY REFERENCE THERETO,**

TOGETHER with all the tenements, hereditaments and appurtenances, and every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining (collectively, the "**Property**").

SUBJECT TO the encumbrances and exceptions described on Exhibit B attached hereto and incorporated herein by this reference (collectively, "**Permitted Exceptions**"); provided, however, that neither Grantor nor Grantee intend to reimpose any Permitted Exceptions nor shall this conveyance operate to reimpose or extend any Permitted Exceptions.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor does hereby warrant the title to the Property, subject to and except for the Permitted Exceptions, and will defend the same, subject to and except for the Permitted Exceptions, against the lawful claims, of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed and sealed the day and year above written.

[SIGNATURE OF GRANTOR ON FOLLOWING PAGE]

[SIGNATURE PAGE TO SPECIAL WARRANTY DEED]

GRANTOR:

Signed, sealed and delivered
in the presence of:

Robert C. Decker
(Witness Signature)
Print Witness Name: Robert C. Decker

Cherylanne Cabral-Rodde
(Witness Signature)
Print Witness Name: Cherylanne Cabral-Rodde

CAJUN BUILDINGS, L.L.C.
a Florida limited liability company

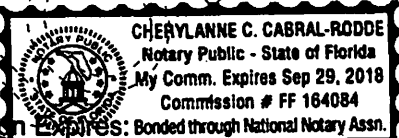
By: Patricia Shontz
Patricia Shontz, Manager

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 26th day of August, 2016,
by Patricia Shontz, as Manager of Cajun Buildings, L.L.C., a Florida limited liability company, on
behalf of the company.

She is [select one]:

- ☒ personally known to me;
or
☐ produced a valid driver's license as identification.

My Commission Expires:  2018
CHERYLANNE C. CABRAL-RODDE
Notary Public - State of Florida
My Comm. Expires Sep 29, 2018
Commission # FF 164084
BONDED THROUGH NATIONAL NOTARY ASSN.

Cherylanne Cabral-Rodde
Notary Public - (Signature)
Print Name: Cherylanne Cabral-Rodde

EXHIBIT A
Legal Description of Property

A parcel of land being a part of Government Lot 2, in Section 9, Township 31 South, Range 15 East, Pinellas County, Florida and being more particularly described as follows:

For a Point of Beginning begin at the intersection of the North boundary of Government Lot 2, with the Northwestern right of way line of 150th Avenue (County Road No. 17); thence with said right of way line, South $43^{\circ}51'28''$ West, 192.80 feet to the point of curvature of a curve; thence with said curve concave to the right, an arc distance of 45.00 feet (said curve having a central angle of $30^{\circ}19'59''$, a radius of 85.00 feet and a tangent of 23.04 feet); thence along a radial line, North $15^{\circ}48'31''$ West, 8.00 feet; thence with a curve concave to the right, an arc distance of 10.00 feet (said curve having a central angle of $07^{\circ}26'28''$, a radius of 77.00 feet, a tangent 5.01 feet and a chord of South $77^{\circ}54'42''$ West 9.99 feet); thence along a radial line South $08^{\circ}22'03''$ East 8.00 feet; thence with a curve, concave to the right, an arc distance of 7.37 feet (said curve having a central angle of $04^{\circ}57'53''$, a radius of 85.00 feet, a tangent of 3.68 feet, and a chord of South $84^{\circ}56'03''$ West 7.36 feet); thence North $02^{\circ}23'42''$ West, 158.49 feet to the North boundary of Government Lot 2; thence with said boundary, North $88^{\circ}04'07''$ East, 196.56 feet to the Point of Beginning.

EXHIBIT B
Permitted Exceptions

1. Taxes and assessments for the year of 2016 and subsequent years which are not yet due and payable.
2. Covenants, conditions, and restrictions recorded in O.R. Book 6157, Page 1419 and O.R. Book 15590, Page 1967, Public Records of Pinellas County, Florida.
3. Oil, gas, mineral, or other reservations as set forth in deed by Texaco Refining and Marketing Inc. recorded in O.R. Book 6157, Page 1419; together with O.R. Book 15590, Page 1967, Public Records of Pinellas County, Florida.
4. Telephone Distribution Easement in favor of General Telephone Company of Florida recorded in O.R. Book 6417, Page 780, Public Records of Pinellas County, Florida.
5. Terms and conditions of Sublease from Cajun Corporation and Cajun Buildings, LLC to 15000 Madeira Way, LLC, as evidenced by Memorandum of Sublease, recorded February 12, 2010 in O.R. Book 16830, Page 1337, Public Records of Pinellas County, Florida.
6. Terms and conditions of Lease from Cajun Buildings, LLC to Hoot The Dog Too LLC, a Florida limited liability company D/B/A The Brown Boxer Pub & Grille Madeira Beach, as evidenced by Memorandum of Lease recorded September 1, 2011, in O.R. Book 17344, Page 2658, Public Records of Pinellas County, Florida.
7. Declaration of Shared Parking recorded in O.R. Book 13262, Page 1082, Public Records of Pinellas County, Florida.
8. Rights of the lessees under unrecorded leases.



CITY OF MADEIRA BEACH, FLORIDA
PUBLIC NOTICE
**PLANNING COMMISSION/
LOCAL PLANNING AGENCY**
PUBLIC HEARING

MONDAY, DECEMBER 12, 2016 AT 7:00 P.M.
MADEIRA BEACH CITY HALL LOCATED AT
300 MUNICIPAL DRIVE, MADEIRA BEACH, FLORIDA 33708
CITY COMMISSION CHAMBERS

**PROPERTY OWNERS/
APPLICANTS** Madeira Beach Town Center, LLC
286 107th Avenue Suite 300
Treasure Island, FL 33706

 Madeira Commons, Inc
 c/o Ross Realty
 4401 W. Kennedy Blvd., Suite 100
 Tampa, FL 33609

LOCATION:

15015 Madeira Way
(Parcel ID No. 09-31-15-54180-000-0020)
0 Madeira Way
(Parcel ID No. 09-31-15-00000-130-1600)
200 150th Avenue
(Parcel ID No. 09-31-15-00000-130-1500)
206 150th Avenue
(Parcel ID No. 09-31-15-00000-130-1700)
210 150th Avenue
(Parcel ID No. 09-31-15-00000-130-1800)
212 150th Avenue
(Parcel ID No. 09-31-15-00000-130-1900)
15031 Gulf Boulevard
(Parcel ID No. 09-31-15-00000-130-0900)
15023 Gulf Boulevard
(Parcel ID No. 09-31-15-00000-130-1000)
15042 Madeira Way
(Parcel ID No. 09-31-15-00000-130-1100)
15040 Madeira Way
(Parcel ID No. 09-31-15-54180-000-0013)
15006 Madeira Way
(Parcel ID No. 09-31-15-54180-000-0010)

352 150th Avenue
(Parcel ID No. 09-31-15-00000-140-1000)
388 150th Avenue
(Parcel ID No. 09-31-15-00000-140-0900)
390 150th Avenue
(Parcel ID No. 09-31-15-00000-140-0700)
410 150th Avenue
(Parcel ID No. 09-31-15-00000-140-0600)
420 150th Avenue
(Parcel ID No. 09-31-15-00000-140-0500)
0 150th Avenue
(Parcel ID No. 09-31-15-00000-140-0400)
15000 Madeira Way
(Parcel ID No. 09-31-15-00000-130-1200)
0 150th Avenue
(Parcel ID No. 09-31-15-00000-420-0100)
0 Gulf Boulevard
(Parcel ID No. 09-31-15-00000-420-0200)
15026 Madeira Way
(Parcel ID No. 09-31-15-54180-000-0012)

The Planning Commission is meeting on December 12, 2016 to consider **ENTERING INTO A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MADEIRA BEACH AND MADEIRA BEACH TOWN CENTER, LLC**; and to consider **AN APPLICATION FOR THE REZONING OF THE PROPERTY LOCATED AT 15015 MADEIRA WAY (PARCEL ID NO. 09-31-15-54180-000-0020), 0 MADEIRA WAY (PARCEL ID NO. 09-31-15-00000-130-1600), 200 150TH AVENUE (PARCEL ID NO. 09-31-15-00000-130-1500), 206 150TH AVENUE (PARCEL ID NO. 09-31-15-00000-130-1700), 210 150TH AVENUE (PARCEL ID NO. 09-31-15-00000-130-1800), 212 150TH AVENUE (PARCEL ID NO. 09-31-15-00000-130-1900), 352 150TH AVENUE (PARCEL ID NO. 09-31-15-00000-140-1000), 388 150TH AVENUE (PARCEL ID NO. 09-31-15-00000-140-0900), 390 150TH AVENUE (PARCEL ID NO. 09-31-15-00000-140-0700), 410 150TH AVENUE (PARCEL ID NO. 09-31-15-00000-140-0600), 420 150TH AVENUE (PARCEL ID NO. 09-31-15-00000-140-0500), 0 150TH AVENUE (PARCEL ID NO. 09-31-15-00000-140-0400), 15031 GULF BOULEVARD (PARCEL ID NO. 09-31-15-00000-130-0900), 15023 GULF BOULEVARD (PARCEL ID NO. 09-31-15-00000-130-1000), 15042 MADEIRA WAY (PARCEL ID NO. 09-31-15-00000-130-1100), 15040 MADEIRA WAY (PARCEL ID NO. 09-31-15-54180-000-0013), 15006 MADEIRA WAY (PARCEL ID NO. 09-31-15-54180-000-0010), 15000 MADEIRA WAY (PARCEL ID NO. 09-31-15-00000-130-1200), 0 150TH AVENUE (PARCEL ID NO. 09-31-15-00000-420-0100), 0 GULF BOULEVARD (PARCEL ID NO. 09-31-15-00000-420-0200) AND 15026 MADEIRA WAY (PARCEL ID NO. 09-31-15-54180-000-0012), MADEIRA BEACH, FLORIDA 33708 FROM PD (PLANNED DEVELOPMENT) TO PD (PLANNED DEVELOPMENT)**; and to consider **ORDINANCE 2017-01 PROVIDING FOR THAT REZONING**. The **DEVELOPMENT AGREEMENT, APPLICATION FOR REZONING AND ORDINANCE 2017-01 PROVIDING FOR THAT REZONING** may be viewed in the City Clerk's Office located at City Hall, 300 Municipal Drive, Madeira Beach, Florida 33708 between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday or on the City website www.madeirabeachfl.gov on the Planning and Zoning webpage. For further information, call the City Clerk at (727) 391-9951.

Any affected person may become a party to such proceeding entitled to present evidence at the hearing including sworn testimony of witnesses and relevant exhibits and other documentary evidence and to cross-examine all witnesses by filing a Notice of Intent to be a party with the City Clerk not less than 5 days prior to the hearing.

The Board of Commissioners, in approving a Development Agreement, is authorized, without limitation, to grant relief from any provision of the Land Development Regulations that is otherwise authorized to be waived, varied or granted by the Land Development Regulations.

Any person who decides to appeal any decision at this Public Hearing with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the City Clerk to transcribe verbatim minutes; therefore, the applicant must make the necessary arrangements with a private Reporter or private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation in order to participate in this meeting should call 727-391-9951 or fax a written request to 727-399-1131.

Posted: November 23, 2016

**Madeira Beach Town Center
Project Data
November 1, 2016**

Land Use	Parcel 1	Parcel 2	Parcel 3	Parcel 4	Parcel 5	Totals
Land Area	Marina	Condo A	Condo B	Hotel A	Hotel B	
Parcel Acreage	60,258 s.f. 1,383 ac. 1,111 ac.	40,059 s.f. 0.920 ac. 0.309 ac.	48,791 s.f. 1,120 ac.	50,066 s.f. 1,149 ac.	92,511 s.f. 2,124 ac.	291,885 s.f. 6,696 ac. 1,420 ac.
Causeway District Zoning						
Commercial Core District Zoning						
Hotel - Density Allowed (Commercial Core)	0.272 ac.	0.611 ac.	1,120 ac.	1,149 ac.	2,124 ac.	5,276 ac.
Hotel - Rooms Allowed (Commercial Core)						60 rooms/ac. 317 rooms
Hotel - Density Proposed (Commercial Core)						59.9 rooms/ac. 316 rooms
Hotel - Rooms Proposed (Commercial Core)				148 rooms	168 rooms	15 units/ac. 79 units 11.1 units/ac. 74 units
Condos - Density Allowed (Commercial Core)						15 units/ac.
Condos - Units Allowed (Commercial Core)						79 units
Condos - Density Proposed (Commercial Core)						11.1 units/ac.
Condos - Units Proposed (Commercial Core)		20 units	44 units	10 units	10 units	74 units
Condos - Density Proposed (Causeway)						15 units/ac.
Condos - Units Proposed (Causeway)		16 units				11.3 units/ac.
Condos - Units Proposed (Total)		36 units	44 units		10 units	16 units 90 units
Retail Space (Commercial Core)				2,000 s.f.	28,000 s.f.	30,000 s.f.
Restaurant Space (Commercial Core)				3,000 s.f.	12,000 s.f.	15,000 s.f.
Commercial Area - Proposed (Commercial Core)				5,000 s.f.	40,000 s.f.	45,000 s.f.
Commercial Density - Allowed (Commercial Core)						1.2 FAR
Commercial Area - Allowed (Commercial Core)						275,798 s.f.
Retail Space (Causeway)	7,000 s.f.					7,000 s.f.
Restaurant Space (Causeway)	1,000 s.f.					1,000 s.f.
Commercial Area - Proposed (Causeway)	8,000 s.f.					8,000 s.f.
Commercial Density - Allowed (Causeway)						0.5500 FAR
Commercial Area - Allowed (Causeway)						34,020 s.f.
Commercial Area - Proposed (Total)						53,000 s.f.
Boat Slips - Allowed						43 slips
Boat Slips - Proposed	43 slips					43 slips
Parking - Minimum Required	40 spaces	72 spaces	88 spaces	175 spaces	326 spaces	701 spaces
Parking - Proposed	42 spaces	77 spaces	93 spaces	175 spaces	326 spaces	713 spaces

Notes

1. Parking Ratios - Residential: 2 spaces per unit / Hotel: 1 space per room / Retail: 3 spaces per 2,000 s.f. / Restaurant: 1 space per 4 seats (125 s.f.) / Marina: 1 space per 2 slips
2. In the Causeway District, 76% of the allowable density is allocated to residential use and 24% is allocated to commercial use.
3. Building Heights - Marina - 1 or 2 stories; Hotel A - 8 stories; Hotel B - 8 stories; Condo A - 6 stories; Condo B - 6 stories



NOTICE OF REZONING CHANGE AND NOTICE OF DEVELOPMENT AGREEMENT CHANGE IN CITY OF MADEIRA BEACH, FLORIDA

NOTICE IS HEREBY GIVEN that the **LOCAL PLANNING AGENCY (THE PLANNING COMMISSION)** of the City of Madeira Beach will hold a **PUBLIC HEARING** of the Local Planning Agency/Planning Commission to consider the **Development Agreement between the City of Madeira Beach and Madeira Beach Town Center, LLC** and **Ordinance 2017-01** to rezone from Planned Development (PD) District to Planned Development (PD) District, in Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida on **Monday, December 12, 2016 at 7:00 p.m.**

NOTICE IS HEREBY GIVEN, the **BOARD OF COMMISSIONERS** of the **City of Madeira Beach** will conduct the first reading of **Ordinance 2017-01** to rezone from Planned Development (PD) District to Planned Development (PD) District, at Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida on **Tuesday January 10, 2017 at 6:00 p.m.**

Upon the passage of Ordinance 2017-01, NOTICE IS HEREBY GIVEN, the **BOARD OF COMMISSIONERS** of the **City of Madeira Beach** will consider approval of the **Development Agreement between the City of Madeira Beach and Madeira Beach Town Center, LLC.** and will conduct the second and final reading of **Ordinance 2017-01** to rezone from Planned Development (PD) District to Planned Development (PD) District, at Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida on **Tuesday, February 14, 2017 at 6:00 p.m.** Notice of such hearing will be provided as prescribed by Florida Statutory requirements and the Madeira Beach Code of Ordinances.

The title of the Development Agreement and said Ordinance are as follows:

DEVELOPMENT AGREEMENT between the **City of Madeira Beach** and **Madeira Beach Town Center, LLC.**, for the property located at 15026 Madeira Way, 0 Gulf Blvd, 0 150th Avenue, 15023 Gulf Blvd, 15031 Gulf Blvd, 0 Madeira Way, 15000 Madeira Way, 15006 Madeira Way, 15015 Madeira Way, 15040 Madeira Way, 15042 Madeira Way, 0 150th Avenue, 200 150th Avenue, 206 150th Avenue, 210 150th Avenue, 212 150th Avenue, 352 150th Avenue, 388 150th Avenue, 390 150th Avenue, 410 150th Avenue and 420 150th Avenue, Madeira Beach, Florida 33708.

ORDINANCE 2017-01

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS 15026 MADEIRA WAY, 0 GULF BLVD, 0 150th AVENUE, 15023 GULF BLVD, 15031 GULF BLVD, 0 MADEIRA WAY, 15000 MADEIRA WAY, 15006 MADEIRA WAY, 15015 MADEIRA WAY, 15040 MADEIRA WAY, 15042 MADEIRA WAY, 0 150th AVENUE, 200 150th AVENUE, 206 150th AVENUE, 210 150th AVENUE, 212 150th AVENUE, 352 150th AVENUE, 388 150th AVENUE, 390 150th AVENUE, 410 150th AVENUE, 420 150th AVENUE, FROM PLANNED DEVELOPMENT (PD) DISTRICT TO PLANNED DEVELOPMENT (PD) DISTRICT; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

DESCRIPTION:

Parcel 09-31-15-54180-000-0012 MADEIRA BEACH COMMERCIAL CENTER W 75FT OF E 224.99FT OF TRACT 'A'

09-31-15-00000-420-0200 PT GOVT LOT 2 DESC AS FROM N LINE OF GOVT LOT 2 & C/L OF GULF BLVD TH N88DE 121 FT (S) FOR POB TH CONT NE 137FT TH S02E 150FT (S) TO RD R/W TH NW'LY ALG CURVE TO RT 220FT (S) TH NE'LY 31.6FT TO POB

09-31-15-00000-420-0100 PT GOVT LOT 2 DESC AS FROM N LINE OF GOVT LOT 2 & C/L OF GULF BLVD TH N88DE 260 FT (S) FOR POB TH CONT NE 196.56FT TO RD R/W TH SW'LY 242FT (S) TH N02DW 150FT (S) TO POB

09-31-15-00000-130-1000 (LORO INC LEASE) DESC AS BEG AT S LINE OF GOVT LOT 1 & SW COR OF TR A MADEIRA BEACH COMMERCIAL CENTER TH S88DW 1.54FT TH S41DW 31.6FT TO N R/W OF GULF BLVD TH N52DW 71FT(S) TH N22DE 52FT(S) TH S48DE 81.67FT TH S 20.3FT TO POB

09-31-15-00000-130-0900 (TRIANGLE LAND CO LEASE) DESC AS FROM NW COR OF TR A OF MADEIRA BEACH COMMERCIAL CENTER RUN S88DW 40FT FOR POB TH CONT S88DW 84.1FT TH SW'LY 36.32FT TO N R/W OF GULF BLVD TH S48DE 90.6FT) TH N22DE 100FT (S) TO POB

09-31-15-00000-130-1600 (VIKING MARINE INC LEASE) BEG NE COR OF TRACT B, MADEIRA BEACH COMMERCIAL CENTER TH W 280.6FT TH N 8.85FT TH E'LY & NE'LY 531 FT(S) TH S44DW 140FT TH S46DE 17FT(S) TH S44DW 60 FT TH N46DW 28FT TH W 69.62FT TH N 25FT TO POB

09-31-15-00000-130-1200 PT OF GOVT LOT 1 & PT OF TRACT A OF MADEIRA BEACH COMMERCIAL CENTER (CAVIN DINER LEASE 1396/293) DESC AS BEG AT INTERSEC OF S LN OF GOVT LOT 1 & N LN OF 150TH AVE TH W 49FT(S) TH N 120FT TO S R/W OF MADEIRA WAY TH E 112.6FT TH SE'LY ALG CUR TO RT 53.69FT TH S46DE 5FT TH SW'LY 100.07FT TO POB

09-31-15-54180-000-0010 MADEIRA BEACH COMMERCIAL CENTER (WM B HARVARD LEASE 1451/614) W 135FT OF E 149.99FT OF TRACT A

09-31-15-54180-000-0020 MADEIRA BEACH COMMERCIAL CENTER (A & B MARINE INC LEASE) E 192FT OF TRACT B
09-31-15-54180-000-0013 MADEIRA BEACH COMMERCIAL CENTER (SERVICE HARDWARE CO LEASE) W 75.01FT OF TRACT A

09-31-15-130-1100 (MITCHELL LEASE) DESC AS BEG NW COR OF TRACT A MADEIRA BEACH COMMERCIAL CENTER TH S88DW 40FT TH S21DW 47.87FT TH S48DE 81.61FT TH N 99.70FT TO POB

09-31-15-00000-140-0400 PART OF SE 1/4 OF SEC DESC FR SE COR TR B MADEIRA BCH COMMERCIAL CTR RUN E 76.46 FT TH N63DE 21.34FT TH ALG W'LY LN OF 150TH AVE NE'LY 914FT(S) FOR POB TH N46DW 132FT(S) TH N40DE 94FT(S) TH S46DE 136.86FT TH S40DW 94FT(S) TO POB

09-31-15-00000-130-1500 (STANDARD OIL LEASE) DESC AS BEG SE COR OF TR B MADEIRA BEACH COMMERCIAL CENTER TH E N88DE 76.4FT TH N63DE 21.34FT TH N44DE 94.5FT TH N46DW 138FT(S) TH S88DW 69.62FT TH S 175 FT TO POB

09-31-15-00000-130-1700 (RIZZUTO & WELCH LEASE) DESC AS FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55.93FT TH N44DE 381.34FT FOR POB TH N44DE 60FT TH N46DW 110FT TH S44DW 60FT TH S46DE 1FT TO POB

09-31-15-00000-130-1800 (RIZZUTO & WELCH LEASE) DESC AS FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55.93FT TH N44DE 441.34FT FOR POB TH N44DE 40FT TH N46DW 127FT (S) TH S44DW 40FT TH S46DE 127FT(S) TO POB

09-31-15-00000-130-1900 (O'DONALD HOLLAND LEASE) DESC AS FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55.93FT TH N44DE 481.34FT FOR POB TH NE'LY ALG R/W 100FT TH N46DW 135FT(S) TH S44DW 100FT TH S46DE 127FT(S) TO POB

09-31-15-00000-140-1000 (M. A. ADAMS LEASE) DESC FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55.93FT TH N44DE 581.34FT FOR POB TH N44DE 250FT TH N46DW 140FT TH SW'LY 275FT ALG SEAWALL TH S46DE 152FT(S) TO POB

09-31-15-00000-140-0900 FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55FT(S) TH N44DE 831.34FT FOR POB TH N44DE 44FT(S) TH N46DW 140FT TH S44DW 44FT(S) TH S46DE 140 FT TO POB

09-31-15-00000-140-0700 (ALVIN C. TAYLOR LEASE) DESC AS FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55.96FT TH N44DE 875.24FT FOR POB TH N44DE 96.1FT TH N46DW 140 FT(S) TH S44DW 96FT TH S46DE 140FT(S) TO POB

09-31-15-00000-140-0600 (DR KIRK LEASE) DESC AS FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH N88DW 55.93FT TH N44DE 971.34FT FOR POB TH N46DW 140FT(S) TH NE'LY 110.74FT TH S46DE 121FT(S) TH S44DW 100FT(S) TH S46DE 3FT TH S44DW 10FT(S) TO POB

09-31-15-00000-140-0500 (PENINSULAR CABLE LEASE) FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH N44DE 1082.01FT TH N46DW 58FT FOR POB TH N46DW 132 FT(S) TH N44DE 115FT(S) TH S46DE 132FT(S) TH S44DW 115FT(S) TO POB

FLOOD STATEMENT:

THIS PROPERTY LIES IN FLOOD ZONE AE AND THE BASE FLOOD ELEVATIONS ARE EL 10 AND EL 11, ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP 12103C0191G, EFFECTIVE DATE SEPTEMBER 3, 2003

The Board of Commissioners, in approving a Development Agreement, is authorized, without limitation, to grant relief from any provision of the Land Development Regulations that is otherwise authorized to be waived, varied or granted by the Land Development Regulations.

The proposed uses, the proposed population densities, the proposed building intensities and proposed height of the buildings are set forth in the following chart:

Madeira Beach Town Center

Project Data

November 1, 2016

	Parcel 1	Parcel 2	Parcel 3	Parcel 4	Parcel 5		Totals
Land Use	Marina	Condo A	Condo B	Hotel A	Hotel B		
Land Area	60,258 s.f.	40,059 s.f.	48,791 s.f.	50,066 s.f.	92,511 s.f.		291,685 s.f.
Parcel Acreage	1.383 ac.	0.920 ac.	1.120 ac.	1.149 ac.	2.124 ac.		6.696 ac.
Causeway District Zoning	1.111 ac.	0.309 ac.					1.420 ac.
Commercial Core District Zoning	0.272 ac.	0.611 ac.	1.120 ac.	1.149 ac.	2.124 ac.		5.276 ac.
Hotel - Density Allowed (Commercial Core)							60 rooms/ac.
Hotel - Rooms Allowed (Commercial Core)							317 rooms
Hotel - Density Proposed (Commercial Core)							59.9 rooms/ac.
Hotel - Rooms Proposed (Commercial Core)				148 rooms	168 rooms		316 rooms
Condos - Density Allowed (Commercial Core)							15 units/ac.
Condos - Units Allowed (Commercial Core)							79 units
Condos - Density Proposed (Commercial Core)							11.1 units/ac.
Condos - Units Proposed (Commercial Core)		20 units	44 units		10 units		74 units
Condos - Density Allowed (Causeway)							15 units/ac.
Condos - Units Allowed (Causeway)							21 units
Condos - Density Proposed (Causeway)							11.3 units/ac.
Condos - Units Proposed (Causeway)		16 units					16 units
Condos - Units Proposed (Total)		36 units	44 units		10 units		90 units
Retail Space (Commercial Core)				2,000 s.f.	28,000 s.f.		30,000 s.f.
Restaurant Space (Commercial Core)				3,000 s.f.	12,000 s.f.		15,000 s.f.
Commercial Area - Proposed (Commercial Core)				5,000 s.f.	40,000 s.f.		45,000 s.f.
Commercial Density - Allowed (Commercial Core)							1.2 FAR
Commercial Area - Allowed (Commercial Core)							275,798 s.f.
Retail Space (Causeway)	7,000 s.f.						7,000 s.f.
Restaurant Space (Causeway)	1,000 s.f.						1,000 s.f.
Commercial Area - Proposed (Causeway)	8,000 s.f.						8,000 s.f.
Commercial Density - Allowed (Causeway)							0.5500 FAR
Commercial Area - Allowed (Causeway)							34,020 s.f.
Commercial Area - Proposed (Total)							53,000 s.f.
Boat Slips - Allowed							43 slips
Boat Slips - Proposed	43 slips						43 slips
Parking - Minimum Required	40 spaces	72 spaces	88 spaces	175 spaces	326 spaces		701 spaces
Parking - Proposed	42 spaces	77 spaces	93 spaces	175 spaces	326 spaces		713 spaces

Notes

1. Parking Ratios - Residential: 2 spaces per unit / Hotel: 1 space per room / Retail: 3 spaces per 2,000 s.f. / Restaurant: 1 space per 4 seats (125 s.f.) / Marina: 1 space per 2 slips
2. In the Causeway District, 76% of the allowable density is allocated to residential use and 24% is allocated to commercial use.
3. Building Heights - Marina - 1 or 2 stories; Hotel A - 8 stories; Hotel B - 8 stories; Condo A - 6 stories; Condo B - 6 stories



Copies of the proposed Development Agreement and Ordinance are available for inspection in the office of the City Clerk between the hours of 8 a.m. and 4:30 p.m. Monday through Friday.

Any affected person may become a party to such proceeding entitled to present evidence at the hearing including sworn testimony of witnesses and relevant exhibits and other documentary evidence and to cross-examine all witnesses by filing a Notice of Intent to be a party with the City Clerk not less than 5 days prior to the hearing.

All persons are hereby advised that any presentation they make to the Planning Commission/Local Planning Agency or the Board of Commissioners will be encouraged to be as concise as possible and the Planning Commission/Local Planning Agency and/or Board of Commissioners may limit the time of each individual to permit maximum participation by the public at large. Any person who decides to appeal any decision of the Planning Commission/Local Planning Agency and/or the Board of Commissioners with respect to any matter considered at these hearings will need to ensure a record of proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based-per Florida Statute 286.0105.

Michelle Orton, Planning and Zoning Director
City of Madeira Beach

NOTICE OF REZONING CHANGE AND NOTICE OF DEVELOPMENT AGREEMENT CHANGE IN CITY OF MADEIRA BEACH, FLORIDA

NOTICE IS HEREBY GIVEN that the **LOCAL PLANNING AGENCY (THE PLANNING COMMISSION)** of the City of Madeira Beach will hold a **PUBLIC HEARING** of the Local Planning Agency/Planning Commission to consider the **Development Agreement between the City of Madeira Beach and Madeira Beach Town Center, LLC** and will conduct the second and final reading of **Ordinance 2017-01** to rezone from Planned Development (PD) to Planned Development (PD), in Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida on **Monday, December 12, 2016 at 7:00 p.m.**

NOTICE IS HEREBY GIVEN, the **BOARD OF COMMISSIONERS of the City of Madeira Beach** will conduct the first reading of **Ordinance 2017-01** to rezone from Planned Development (PD) to Planned Development (PD), at Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida on **Tuesday January 10, 2017 at 6:00 p.m.**

Upon the passage of Ordinance 2017-01, NOTICE IS HEREBY GIVEN, the BOARD OF COMMISSIONERS of the City of Madeira Beach will consider approval of the **Development Agreement between the City of Madeira Beach and Madeira Beach Town Center, LLC.** and will conduct the second and final reading of **Ordinance 2017-01** to rezone from Planned Development (PD) to Planned Development (PD), at Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida on **Tuesday, February 14, 2017 at 6:00 p.m.** Notice of such hearing will be provided as prescribed by Florida Statutory requirements and the Madeira Beach Code of Ordinances.

The title of the Development Agreement and said Ordinance are as follows:

DEVELOPMENT AGREEMENT between the **City of Madeira Beach and Madeira Beach Town Center, LLC.**, for the property located at 15026 Madeira Way, 0 Gulf Blvd, 0 150th Avenue, 15023 Gulf Blvd, 15031 Gulf Blvd, 0 Madeira Way, 15000 Madeira Way, 15006 Madeira Way,15015 Madeira Way, 15040 Madeira Way,15042 Madeira Way, 0 150th Avenue, 200 150th Avenue, 206 150th Avenue, 210 150th Avenue, 212 150th Avenue, 352 150th Avenue, 388 150th Avenue, 390 150th Avenue, 410 150th Avenue and 420 150th Avenue, Madeira Beach, Florida 33708

ORDINANCE 2017-01

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS 15026 MADEIRA WAY, 0 GULF BLVD, 0 150th AVENUE, 15023 GULF BLVD, 15031 GULF AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS 15026 MADEIRA WAY, 0 GULF BLVD, 0 150th AVENUE, 15023 GULF BLVD, 15031 GULF BLVD, 0 MADEIRA WAY, 15000 MADEIRA WAY, 15006 MADEIRA WAY,15015 MADEIRA WAY, 15040 MADEIRA WAY,15042 MADEIRA WAY, 0 150th AVENUE, 200 150th AVENUE, 206 150th AVENUE, 210 150th AVENUE, 212 150th AVENUE, 352 150th AVENUE, 388 150th AVENUE, 390 150th AVENUE, 410 150th AVENUE, 420 150th AVENUE, FROM PLANNED DEVELOPMENT (PD) TO PLANNED DEVELOPMENT (PD) DISTRICT; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

DESCRIPTION:

Parcel 09-31-15-54180-000-0012 MADEIRA BEACH COMMERCIAL CENTER W 75FT OF E 224.99FT OF TRACT 'A'

09-31-15-00000-420-0200 PT GOVT LOT 2 DESC AS FROM N LINE OF GOVT LOT 2 & C/L OF GULF BLVD TH N88DE 121 FT (S) FOR POB TH CONT NE 137FT TH S02E 150FT (S) TO RD R/W TH NW'LY ALG CURVE TO RT 220FT (S) TH NE'LY 31.6FT TO POB

09-31-15-00000-420-0100 PT GOVT LOT 2 DESC AS FROM N LINE OF GOVT LOT 2 & C/L OF GULF BLVD TH N88DE 260 FT (S) FOR POB TH CONT NE 196.56FT TO RD R/W TH SW'LY 242FT (S) TH N02DW 150FT (S) TO POB

09-31-15-00000-130-1000 (LORO INC LEASE) DESC AS BEG AT S LINE OF GOVT LOT 1 & SW COR OF TR A MADEIRA BEACH COMMERCIAL CENTER TH S88DW 1.54FT TH S41DW 31.6FT TO N R/W OF GULF BLVD TH N52DW 71FT(S) TH N22DE 52FT(S) TH S48DE 81.67FT TH S 20.3FT TO POB

09-31-15-00000-130-0900 (TRIANGLE LAND CO LEASE) DESC AS FROM NW COR OF TR A OF MADEIRA BEACH COMMERCIAL CENTER RUN S88DW 40FT FOR POB TH CONT S88DW 84.1FT TH SW'LY 36.32FT TO N R/W OF GULF BLVD TH S48DE 90.6FT) TH N22DE 100FT (S) TO POB

09-31-15-00000-130-1600 (VIKING MARINE INC LEASE) BEG NE COR OF TRACT B, MADEIRA BEACH COMMERCIAL CENTER TH W 280.6FT TH N 8.85FT TH E'LY & NE'LY 531 FT(S) TH S44DW 140FT TH S46DE 17FT(S) TH S44DW 60 FT TH N46DW 28FT TH W 69.62FT TH N 25FT TO POB

09-31-15-00000-130-1200 PT OF GOVT LOT 1 & PT OF TRACT A OF MADEIRA BEACH COMMERCIAL CENTER (CAVIN DINER LEASE 1396/293) DESC AS BEG AT INTERSEC OF S LN OF GOVT LOT 1 & N LN OF 150TH AVE TH W 49FT(S) TH N 120FT TO S R/W OF MADEIRA WAY TH E 112.6FT TH SE'LY ALG CUR TO RT 53.69FT TH S46DE 5FT TH SW'LY 100.07FT TO POB

09-31-15-54180-000-0010 MADEIRA BEACH COMMERCIAL CENTER (WM B HARVARD LEASE 1451/614) W 135FT OF E 149.99FT OF TRACT A

09-31-15-54180-000-0020 MADEIRA BEACH COMMERCIAL CENTER (A & B MARINE INC LEASE) E 192FT OF TRACT B 09-31-15-54180-000-0013 MADEIRA BEACH COMMERCIAL CENTER (SERVICE HARDWARE CO LEASE) W 75.01FT OF TRACT A

09-31-15-130-1100 (MITCHELL LEASE) DESC AS BEG NW COR OF TRACT A MADEIRA BEACH COMMERCIAL CENTER TH S88DW 40FT TH S21DW 47.87FT TH S48DE 81.61FT TH N 99.70FT TO POB

09-31-15-00000-140-0400 PART OF SE 1/4 OF SEC DESC FR SE COR TR B MADEIRA BCH COMMERCIAL CTR RUN E 76.46 FT TH N63DE 21.34FT TH ALG W'LY LN OF 150TH AVE NE'LY 914FT(S) FOR POB TH N46DW 132FT(S) TH N40DE 94FT(S) TH S46DE 136.86FT TH S40DW 94FT(S) TO POB

09-31-15-00000-130-1500 (STANDARD OIL LEASE) DESC AS BEG SE COR OF TR B MADEIRA BEACH COMMERCIAL CENTER TH E N88DE 76.4FT TH N63DE 21.34FT TH N44DE 94.5FT TH N46DW 138FT(S) TH S88DW 69.62FT TH S 175 FT TO POB

09-31-15-00000-130-1700 (RIZZUTO & WELCH LEASE) DESC AS FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55.93FT TH N44DE 381.34FT FOR POB TH N44DE 60FT TH N46DW 110FT TH S44DW 60FT TH S46DE 1FT TO POB

09-31-15-00000-130-1800 (RIZZUTO & WELCH LEASE) DESC AS FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55.93FT TH N44DE 441.34FT FOR POB TH N44DE 40FT TH N46DW 127FT (S) TH S44DW 40FT TH S46DE 127FT(S) TO POB

09-31-15-00000-130-1900 (O'DONALD HOLLAND LEASE) DESC AS FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55.93FT TH N44DE 481.34FT FOR POB TH NE'LY ALG R/W 100FT TH N46DW 135FT(S) TH S44DW 100FT TH S46DE 127FT(S) TO POB

09-31-15-00000-140-1000 (M. A. ADAMS LEASE) DESC FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55.93FT TH N44DE 581.34FT FOR POB TH N44DE 250FT TH N46DW 140FT TH SW'LY 275FT ALG SEAWALL TH S46DE 152FT(S) TO POB

09-31-15-00000-140-0900 FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55FT(S) TH N44DE 831.34FT FOR POB TH N44DE 44FT(S) TH N46DW 140FT TH S44DW 44FT(S) TH S46DE 140 FT TO POB

09-31-15-00000-140-0700 (ALVIN C. TAYLOR LEASE) DESC AS FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH S88DW 55.96FT TH N44DE 875.24FT FOR POB TH N44DE 96.1FT TH N46DW 140 FT(S) TH S44DW 96FT TH S46DE 140FT(S) TO POB

009-31-15-00000-140-0600 (DR KIRK LEASE) DESC AS FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH N88DW 55.93FT TH N44DE 971.34FT FOR POB TH N46DW 140FT(S) TH NE'LY 110.74FT TH S46DE 121FT(S) TH S44DW 100FT(S) TH S46DE 3FT TH S44DW 10FT(S) TO POB

09-31-15-00000-140-0500 (PENINSULAR CABLE LEASE) FROM S LINE OF GOVT LOT 1 & C/L OF 150TH AVE TH N44DE 1082.01FT TH N46DW 58FT FOR POB TH N46DW 132 FT(S) TH N44DE 115FT(S) TH S46DE 132FT(S) TH S44DW 115FT(S) TO POB

FLOOD STATEMENT:

THIS PROPERTY LIES IN FLOOD ZONE AE (EL 11), ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP 12103C0191G, EFFECTIVE DATE SEPTEMBER 3, 2003

The Board of Commissioners, in approving a Development Agreement, is authorized, without limitation, to grant relief from any provision of the Land Development Regulations that is otherwise authorized to be waived, varied or granted by the Land Development Regulations.

The proposed uses, the proposed population densities, the proposed building intensities and proposed height of the buildings are set forth in the following chart:

Madeira Beach Town Center
Project Data
November 1, 2016

	Parcel 1	Parcel 2	Parcel 3	Parcel 4	Parcel 5		Totals
Land Use	Marina	Condo A	Condo B	Hotel A	Hotel B		
Land Area	60,258 s.f.	40,059 s.f.	48,791 s.f.	50,066 s.f.	92,511 s.f.		291,685 s.f.
Parcel Acreage	1,383 ac.	0,920 ac.	1,120 ac.	1,149 ac.	2,124 ac.		6,696 ac.
Causeway District Zoning	1,111 ac.	0,309 ac.					1,420 ac.
Commercial Core District Zoning	0,272 ac.	0,611 ac.	1,120 ac.	1,149 ac.	2,124 ac.		5,276 ac.
Hotel - Density Allowed (Commercial Core)							60 rooms/ac.
Hotel - Rooms Allowed (Commercial Core)							317 rooms
Hotel - Density Proposed (Commercial Core)							59.9 rooms/ac.
Hotel - Rooms Proposed (Commercial Core)				148 rooms	168 rooms		316 rooms
Condos - Density Allowed (Commercial Core)							15 units/ac.
Condos - Units Allowed (Commercial Core)							79 units
Condos - Density Proposed (Commercial Core)							11.1 units/ac.
Condos - Units Proposed (Commercial Core)		20 units	44 units		10 units		74 units
Condos - Density Allowed (Causeway)							15 units/ac.
Condos - Units Allowed (Causeway)							21 units
Condos - Density Proposed (Causeway)							11.3 units/ac.
Condos - Units Proposed (Causeway)		16 units					16 units
Condos - Units Proposed (Total)		36 units	44 units		10 units		90 units
Retail Space (Commercial Core)				2,000 s.f.	28,000 s.f.		30,000 s.f.
Restaurant Space (Commercial Core)				3,000 s.f.	12,000 s.f.		15,000 s.f.
Commercial Area - Proposed (Commercial Core)				5,000 s.f.	40,000 s.f.		45,000 s.f.
Commercial Density - Allowed (Commercial Core)							1.2 FAR
Commercial Area - Allowed (Commercial Core)							275,798 s.f.
Retail Space (Causeway)	7,000 s.f.						7,000 s.f.
Restaurant Space (Causeway)	1,000 s.f.						1,000 s.f.
Commercial Area - Proposed (Causeway)	8,000 s.f.						8,000 s.f.
Commercial Density - Allowed (Causeway)							0.5500 FAR
Commercial Area - Allowed (Causeway)							34,020 s.f.
Commercial Area - Proposed (Total)							53,000 s.f.
Boat Slips - Allowed							43 slips
Boat Slips - Proposed	43 slips						43 slips
Parking - Minimum Required	40 spaces	72 spaces	88 spaces	175 spaces	326 spaces		701 spaces
Parking - Proposed	42 spaces	77 spaces	93 spaces	175 spaces	326 spaces		713 spaces

Notes
1. Parking Ratios - Residential: 2 spaces per unit / Hotel: 1 space per room / Retail: 3 spaces per 2,000 s.f. / Restaurant: 1 space per 4 seats (125 s.f.) / Marina: 1 space per 2 slips
2. In the Causeway District, 76% of the allowable density is allocated to residential use and 24% is allocated to commercial use.
3. Building Heights - Marina - 1 or 2 stories; Hotel A - 8 stories; Hotel B - 8 stories; Condo A - 6 stories; Condo B - 6 stories



Copies of the proposed Development Agreement and Ordinance are available for inspection in the office of the City Clerk between the hours of 8 a.m. and 4:30 p.m. Monday through Friday.

Any person affected may become a party to such proceeding entitled to present evidence at the hearing including sworn testimony of witnesses and relevant exhibits and other documentary evidence and to cross-examine all witnesses by filing a Notice of Intent to be a party with the City Clerk not less than 5 days prior to the hearing.

All persons are hereby advised that any presentation they make to the Planning Commission/Local Planning Agency or the Board of Commissioners will be encouraged to be as concise as possible and the Planning Commission/Local Planning Agency and/or Board of Commissioners may limit the time of each individual to permit maximum participation by the public at large. Any person who decides to appeal any decision of the Planning Commission/Local Planning Agency and/or the Board of Commissioners with respect to any matter considered at these hearings will need to ensure a record of proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based-per Florida Statute 286.0105.

Michelle Orton, Planning and Zoning Director
City of Madeira Beach

NOTICE OF NEIGHBORHOOD INFORMATION MEETINGS

WHAT: Two (2) neighborhood information meetings regarding the proposed Madeira Beach Town Center development plan

WHEN/WHERE: Tuesday, December 6, 2016

• **12:00 pm EST**

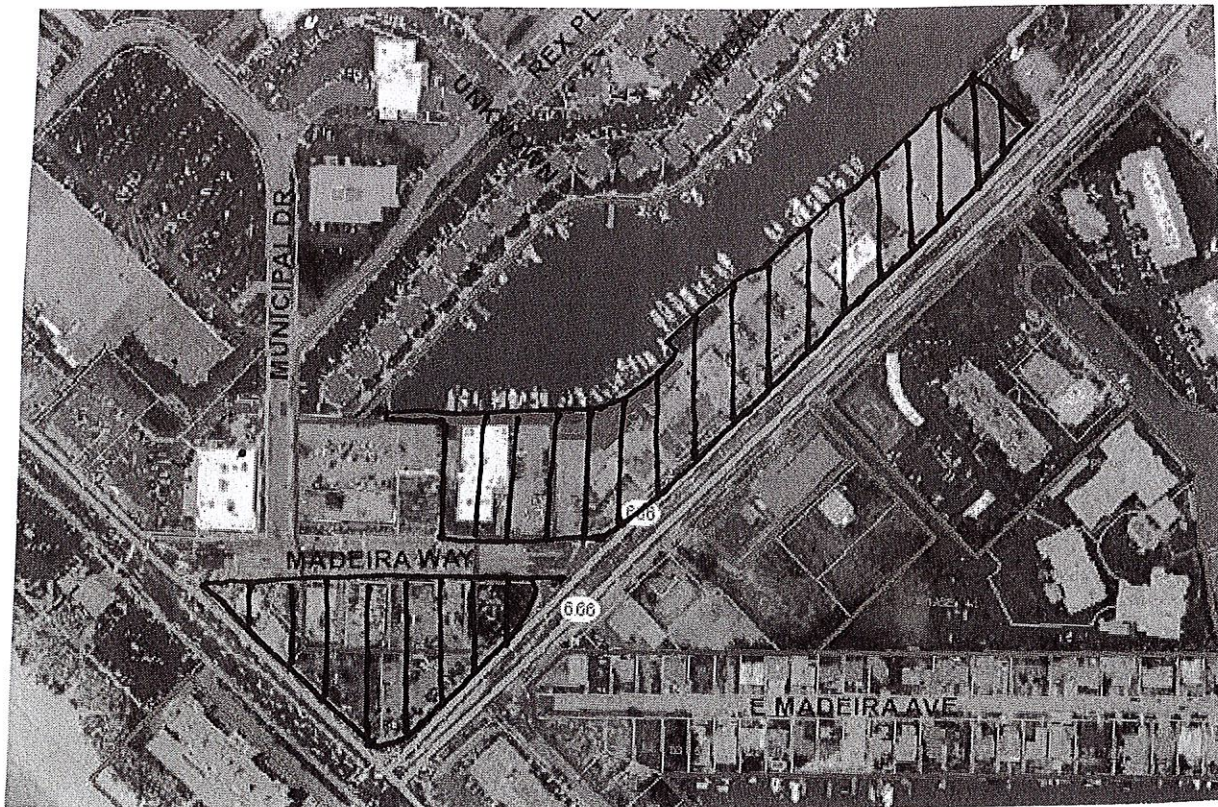
Patricia Shontz Commission Chambers
Madeira Beach City Hall
300 Municipal Drive
Madeira Beach, FL 33708

• **6:00 pm EST**

Madeira Beach City Center Room
300 Municipal Drive
Madeira Beach, FL 33708

Madeira Beach Town Center, LLC has filed a Rezoning Application for Planned Development and a Site Plan Application with the City of Madeira Beach, both applications relating to property along the north side of 150th Avenue between Causeway Park and Madeira Way and property located on the triangle between 150th Avenue, Gulf Boulevard and Madeira Way. At the bottom of this notice is a sketch of the property that is included in the applications.

There will be two (2) neighborhood information meetings on December 6, 2016, for the purpose of providing information about and an explanation of the proposed development plan. One will be held at 12:00 pm EST, and the other will be held at 6:00 pm EST. The same information will be presented at both meetings, and you are invited to attend either or both meetings. A copy of the preliminary site plan will be available for attendees to review at both meetings, and you will be able to ask questions about the proposed development.





PLANNING COMMISSION MEETING
December 12, 2016

**C. ORDINANCE 2017-02 – ANNUAL UPDATE OF THE CAPITAL
IMPROVEMENT PROJECTS**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, UPDATING MADEIRA BEACH'S COMPREHENSIVE PLAN CAPITAL IMPROVEMENT ELEMENT TO ADOPT AN ADDENDUM TO THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FY 2017 THROUGH FY 2021; PROVIDING FOR READING BY TITLE ONLY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.



**MADEIRA BEACH
PLANNING COMMISSION/LOCAL PLANNING AGENCY
DECEMBER 12, 2016 – AGENDA MEMO**

FROM: Michelle Orton, CFM
Planning and Zoning Director

SUBJECT: **ORDINANCE NO. 2017-02 PERTAINING TO THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS RELATING TO THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN.**

BACKGROUND: This review is part of the required annual review and update of the Five-Year Schedule of Capital Improvements as found in the Capital Improvements Element of the Comprehensive Plan. Based on the adopted Capital Improvement Program (CIP) that was part of the City's recently adopted budget. Although this is to be adopted by Ordinance, Chapter 163 of the Florida Statutes no longer requires this section to be an amendment to the comprehensive Plan.

Staff has reviewed Madeira Beach's Five-Year CIP, identifying any funded or unfunded projects that affect Madeira Beach's adopted levels-of-service for potable water, sanitary sewer, solid waste, drainage, and recreation/open space systems. A table has been prepared from the Five-Year CIP that lists those funded and unfunded projects that might have an impact or constitute an enhancement to the adopted levels-of-service described above. The Planning commission is scheduled to review draft Ordinance 2017-02 and make recommendation to the Board of Commissioners on December 12, 2016. Following the Planning Commission's review, the Board of Commissioners will hold the First and Second Readings, along with the related Public Hearings on this Ordinance.

**BUDGETARY
IMPACT:** N/A

**STAFF
RECOMMENDATION:** Staff recommends that the Planning Commission review and recommend **APPROVAL** to the Board of Commissioners.

ATTACHMENT(S): Ordinance 2017-02
Table for FY 2017 – FY 2021 Capital Improvement Program

ORDINANCE NO. 2017-02

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, UPDATING MADEIRA BEACH'S COMPREHENSIVE PLAN CAPITAL IMPROVEMENT ELEMENT BY ADOPTING AN ADDENDUM TO THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FY 2017 THROUGH FY 2021; PROVIDING FOR READING BY TITLE ONLY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

WHEREAS the Board of Commissioners of the City of Madeira Beach, Florida, adopted a Comprehensive Plan in 2008 which meets the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act of 1985; and

WHEREAS the Planning Commission, acting as the Local Planning Agency, has reviewed and held public hearing on this Five-Year Schedule of Capital Improvements and recommends its passage to the Board of Commissioners; and

WHEREAS the Board of Commissioners of the City of Madeira Beach, Florida, want to comply with the required update of the Madeira Beach Comprehensive Plan Capital Improvement Element's Five-Year Schedule of Capital Improvements in the manner prescribed by State law through the Community Planning Act of 2011.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. That the City of Madeira Beach adopts an addendum to the Capital Improvements Element of the Comprehensive Plan to provide an undated Five-Year Schedule of Capital Improvements as follows:

SEE ATTACHED EXHIBIT "A"

SECTION 2. The provisions of this ordinance shall be deemed severable. If any part of the ordinance is deemed unconstitutional, it shall not affect the constitutionality of other portions of the ordinance.

SECTION 3. All ordinances or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 4. That this ordinance shall become effective upon passage.

**PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA,
THIS _____ DAY OF _____, 2017.**

APPROVED AS TO FORM:

THOMAS J. TRASK, City Attorney

TRAVIS PALLADENO, Mayor

ATTEST:

AIMEE SERVEDIO, City Clerk

EXHIBIT “A”

**Annual Comprehensive Plan Capital Improvement Element Update
City of Madeira Beach
FY 2017-FY2021 Capital Improvement Program (CIP)
Funding Source Summary: CIP Fund**

City Projects (Related to the Comp Plan Element)	Status	FY 15 Actual	FY16 Revised	FY17 Budget	FY 18 Projection	FY 19 Projection	FY 20 Projection	FY 21 Projection
Archibald Park								
Beach Rake Equipment (R/OS)	Funded	12,207						
Beautification (R/OS)	Funded			15,000				15,000
Field Improvements (R/OS)	Funded			15,000				
Lighting Improvements (R/OS)	Unfunded	3,200						
Rehabilitation (R/OS)	Funded	2,530						
Restroom Expansion (R/OS)	Funded			15,000				
Restroom Improvements (R./OS)	Funded	5,670						
Volleyball Lighting (R/OS)	Unfunded							
Archibald Rehabilitation (R/OS)	Funded	2,530						
Band shell façade (R/OS)	Funded			20,000				
Bayshore Drive (IE)	Funded		32,636					
Boca Ciega Drive (IE)	Funded	148,906	3,926,995					
Bus shelters (TE)	Unfunded							
City Centre (R/OS)	Funded	4,893,137	443,721					
City Centre Dock Construction (R/OS)	Funded	55,637	110,000		290,000	200,000	150,000	
Citywide Park Beautification (R/OS)	Funded		100,000					
Crystal Island (IE)	Funded		126,080			4,200,000		
Electric Install @ Village Blvd (IE)	Funded		21,600	350,000				
Gulf Blvd Improvements – Phase I (TE)	Funded	183,130	2,783,575					
Gulf Blvd Improvements – Phase II (TE)	Unfunded							
Kitty Stuart Park Beach Walkover (R/OS)	Funded	12,504						

EXHIBIT “A”

John’s Pass Median Removal (TE)	Funded		18,000					
Madeira Way Improvements (TE)	Funded	7,300	82,700					
Marina A Dock Construction (R/OS)	Funded		606,320					
Marina B Dock Construction (R/OS)	Funded	694,896						
Median Landscaping (TE)	Funded		285,833					
Municipal Drive (IE)	Funded		100,000					
Parking Expansion Facility (TE)	Unfunded							
Passenger Van (R/OS)	Funded		35,000	55,000				
Recreation and Playground Amenities (R/OS)	Funded		118,911					
Recreation field lighting (R/OS)	Unfunded							
Rehab and replacement Program (IE)	Funded	196,591	300,000	200,000	200,000	200,000	200,000	200,000
Rex Place (IE)	Funded		600,000					
Road Sign Replacements (TE)	Funded				100,000	100,000		
Seawall Rehabilitation (CCME)	Funded			15,000				
Stormwater Drainage & Roadway Improvements (IE)	Funded	210,751	87,135					
Street Resurfacing (TE)	Funded				20,000	250,000		
Tom Stuart Causeway Improvements (TE)	Unfunded							
Transient Dock Construction (R/OS)	Funded	7,100	305,400					
Total Cost:		6,436,089	10,083,906	685,000	610,000	4,950,000	350,000	215,000

TE – Transportation Element

R/OS – Recreation/Open Space Element

IE – Infrastructure Element

CCME – Conservation and Coastal Management Element



PLANNING COMMISSION MEETING
December 12, 2016

VI. PLANNING COMMISSION DISCUSSION



PLANNING COMMISSION MEETING
December 12, 2016

VII. OLD BUSINESS – N/A

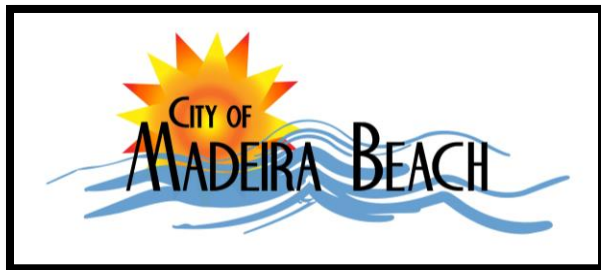


PLANNING COMMISSION MEETING

December 12, 2016

VIII. REPORTS

- City Manager
- City Attorney
- Planning and Zoning Director



PLANNING COMMISSION MEETING

December 12, 2016

IX. NEXT MEETING – January 9, 2017



PLANNING COMMISSION MEETING
December 12, 2016

X. ADJOURNMENT