#### ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_\_ day of \_\_\_\_ 2023, by and between the CITY OF PINELLAS PARK, FLORIDA, a municipal corporation, hereinafter referred to as "CITY" and OSI 10280 US HW, LLC hereinafter referred to as "OWNER" ("OWNER" is used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires). "CITY" and "OWNER" are hereinafter collectively referred to as the "Parties" hereto. This Agreement shall be deemed to be entered into, dated and effective upon its execution by the Mayor and approved by the City Attorney of Pinellas Park, after City Council action approving of this Agreement.

#### WITNESSETH:

**WHEREAS,** the OWNER fully warrants that they are the fee simple OWNER of the real property described in Exhibit "A" attached hereto (hereinafter referred to as "Property"), which is presently located in an unincorporated area of Pinellas County; and

**WHEREAS,** the Parties have determined that annexation of the Property would be beneficial to both Parties, and the Property currently does meet the requirements for voluntary annexation into the CITY as required by Florida Statutes, Chapter 171; and

**WHEREAS,** the OWNER desires that the Property be annexed into the municipal boundaries of the CITY, and the CITY desires to annex the Property.

**NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION,** receipt of which is hereby acknowledged by both Parties, it is hereby agreed by and between the Parties as follows:

- 1. All of the above recitals are incorporated herein and made a part hereof.
- 2. The OWNER shall forthwith execute and deliver to the CITY a Petition for Voluntary Annexation in accordance with Florida Statutes, Chapter 171. Further, the OWNER shall, when requested to do so by the CITY, perform all such actions as may be necessary to execute and complete the Voluntary Annexation by the CITY of the Property. The CITY shall, after the completion of such actions, commence the appropriate voluntary annexation proceedings.
- 3. Prior to annexation of the said Property by the CITY, the OWNER shall be permitted to commence and/or to proceed with the development of the said Property in strict accordance with the legal requirements of Pinellas County, Florida. However, upon annexation, all further or continuing development of the said Property (regardless of when the same is commenced) shall strictly comply with all applicable CITY ordinances,

resolutions, and codes, including site plan review procedures for each, proposed, individual structure. For clarity, nothing herein shall prohibit the OWNER from applying for and obtaining permits for the improvement of existing buildings when such improvements would not otherwise require a site plan approval. Nothing herein shall be construed to excuse or release OWNER from compliance with the applicable laws, rules, and regulations of any other governmental entities, including but not limited to legal requirements for obtaining environmental permits.

- 4. At the time of annexation, the CITY will convert the then-existing County zoning of E 1 and land use classification of Employment (E) to the CITY zoning of M 1 and land use classification of Industrial Limited (IL).
- 5. Nothing in this Agreement or otherwise shall be construed as requiring the CITY to construct or install any water or sanitary sewer lines or other improvements of any kind upon the above-referenced Property.

#### The following constitute the special provisions herein:

- The CITY shall consider any legal use of the Property in existence at the date of this Agreement to be grandfathered under applicable CITY rules, regulations, laws, codes or ordinances which may impact the Property. Any change or discontinuance of such use shall be governed by the City of Pinellas Park Land Development Code Section 18-1504.2.
- 2. The CITY shall accept the existing improvements, including structures, parking areas, fences, landscaping, signs, and storage areas on the Property in their "as is" condition, except that the OWNER shall maintain said improvements in good repair. Pictures depicting the current condition of the property at the time of annexation are attached hereto and incorporated herein as Composite Exhibit "B". At the time said improvements are proposed for renovation or alteration, the OWNER shall then bring the improvements into compliance with all applicable rules, regulations, laws, codes or ordinances which may impact the Property.
- 3. The CITY shall grant a waiver to Section 18-1533.16 "Required Perimeter Buffers Table 18-1533-3" to allow an 8-foot-high solid PVC fence in lieu of 8-foot-high masonry wall on the northern buffer and western buffer adjacent to residential zoning.
- 4. The City shall grant a waiver to Section 18-1533.16 "Required Perimeter Buffers Table 18-1533-3" to allow an 8-foot-high solid PVC fence in lieu of an 8-foot-high masonry

- wall along the westernmost 300 feet of the southern boundary of the Property along 102nd Avenue, which functionally abuts residential zoning.
- 5. So long as the Property is zoned Light Industrial (M-1), the CITY agrees to waive Section 18-702.4 "Mandatory Requirement for Construction of Sidewalks" for the requirement of a sidewalk along the southern border of the Property adjacent to the 102nd Avenue right-of-way.
- 6. For a period of five (5) years from the date of execution of this Agreement, the CITY agrees to waive CITY land development fees and CITY permit fees for the property being annexed. This waiver of fees shall not exceed Five Thousand Dollars (\$5,000.00), and shall exclude Multimodal Fees.

#### The following constitute miscellaneous provisions herein:

- The OWNER further acknowledges that this Agreement shall be recorded in the Public Records of Pinellas County, Florida, and shall constitute a covenant running with the Property.
- This Agreement shall be binding upon the Parties, their successors, assigns, and legal representatives; provided, however, that nothing herein shall be construed to prevent the sale or other transfer of the Property by OWNER or any of its successors in title subject to the provisions hereof.
- 3. This document embodies the whole agreement of the Parties. There are no promises, terms, conditions, or allegations by either Party other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements, whether written or verbal between the Parties hereto. This Agreement may be modified only in writing executed by the Parties and/or their successors in title, as the case may be modified only in writing executed by the Parties and-or their successors in title, as the case may be.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the day and year first above written.

	CITY OF PINELLAS PARK, FLORIDA:		
ATTEST:	Sandra L. Bradbury, Mayor		
Diane M. Corna, MMC, City Clerk	_		
Owner Printed Name	Owner Signature		
Owner 2 Printed Name	Owner 2 Signature		
Witness Printed Name	Witness Signature		
	NOTARY		
State of, County of			
The foregoing instrument was acknowled	edged before me by means of $\square$ physical presence or $\square$		
online notarization, this day	, 2023, by		
who is/are personally known to me or v	vho has/have produced		
as identification.			
[Notary Seal]	Notary Signature		
	Name typed, printed, or stamped		
My Commission Expires:			
APPROVED AS TO FORM AND COR	RECTNESS:		
City Attorney, Pinellas Park, FL			

#### Exhibit "A"

THE PART OF FARMS 53, 54, 59, 60, AND 61 OF "PINELLAS FARMS" AS RECORDED IN PLAT BOOK 7, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART. FARMS 53, 54, 59 AND 60 IN THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, AND FARM 61 IN THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE NORTH 00'16'52" EAST FOR A DISTANCE OF 15.00 FEET TO THE NORTH RIGHT OF WAY LINE OF 102ND AVENUE NORTH, ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 89'51'47" WEST FOR A DISTANCE OF 974.90 FEET TO THE EAST BOUNDARY OF THE WEST 12.00 FEET OF THE EAST 330.00 FEET OF FARM 59, ALSO BEING THE EAST BOUNDARY OF CONDOMINIUM UNIT NO. 1 OF SPRINGWOOD VILLAS NO. II REPLAT: THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, ALONG SAID EAST BOUNDARIES, NORTH 00'14'25" EAST FOR A DISTANCE OF 969.74 FEET TO THE SOUTH BOUNDARY OF CONDOMINIUM UNIT NO. 1 OF SPRINGWOOD VILLAS NO. II REPLAT, AS RECORDED IN CONDOMINIUM PLAT BOOK 9, PAGE 58, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID SOUTH BOUNDARY, SOUTH 89'59'06" EAST, FOR A DISTANCE OF 318.02 FEET TO THE EAST BOUNDARY OF FARM 54; THENCE ALONG SAID EAST BOUNDARY OF FARM 54, NORTH 00'13'53" EAST, FOR A DISTANCE OF 3.09 FEET TO THE NORTH BOUNDARY OF THE SOUTH 330.00 FEET OF FARM 53; THENCE ALONG SAID NORTH BOUNDARY, SOUTH 89'56'59" EAST, FOR A DISTANCE OF 642.70 FEET TO THE WEST RIGHT OF WAY LINE OF 52ND STREET, A 30.00 FOOT PLATTED RIGHT OF WAY AS RECORDED IN PLAT BOOK 7, PAGES 4 &5, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART: THENCE ALONG SAID WEST RIGHT OF WAY LINE: SOUTH 00'16'59" WEST ,F OR A DISTANCE OF 329.95 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, SOUTH 89'54'02" EAST, FOR A DISTANCE OF 276.39 FEET TO THE WESTERLY RIGHT OF WAY LINE OF U.S. 19 / S.R. 55; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING THREE COURSES SOUTH 31'56'27" EAST FOR A DISTANCE OF 168.01 FEET: THENCE SOUTH 02'48'41" EAST, FOR A DISTANCE OF 57.24 FEET, THENCE SOUTH 32'00'37" EAST, FOR A DISTANCE OF 52.87 FEET TO THE NORTH BOUNDARY OF THE SOUTH 400.00 FEET OF FARM 61; THENCE LEAVING WESTERLY RIGHT OF WAY LINE, ALONG SAID NORTH BOUNDARY, NORTH 89'50'25" WEST, FOR A DISTANCE OF 382.40 FEET; THENCE LEAVING SAID NORTH BOUNDARY, SOUTH 00'16'52" WEST, FOR A DISTANCE OF 400.57 FEET TO THE POINT OF BEGINNING.

#### Exhibit "B"



Top: Pond from east side

Bottom: East side from south





Top: East side from northeast corner of drive

Bottom: North side from northeast corner of drive





Top: Outdoor storage from northeast corner of drive

Bottom: Outdoor storage from northwest corner of drive





Top: North side from northwest corner of drive

Bottom: West side from northwest corner of drive





Top: Alley between two northern buildings from west

Bottom: Central east/west drive from west





Top: Southwest building from southwest

# PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100 PINELLAS PARK, FL 33780-1100

#### Please Respond To:

City Attorney's Office Lauren C. Rubenstein James W. Denhardt 2700 First Avenue North St. Petersburg, Florida 33713 (727) 327-3400 - Telephone (727) 323-0888 - Facsimile

February 7, 2023



### **FLORIDA**

PHONE • (727) 369-0700 FAX • (727) 544-7448

Mr. Derek Reeves Long Range Planning Manager City of Pinellas Park P. O. Box 1100 Pinellas Park, Florida 33780-1100

RE: City Document #23-031

Annexation Agreement for 10288 US Highway 19 N.

Dear Mr. Reeves:

Our office has received and reviewed the above-referenced Annexation Agreement with OSI 10280 US HW, LLC. We note that paragraph 2 of the special provisions states that the City will accept the existing improvements, "including structures, parking areas, fences, landscaping, signs, and storage areas on the Property in their 'as is' condition, except that the OWNER shall maintain said improvements in good repair."

At the Planning & Zoning meeting, there was a fair amount of discussion regarding the current condition of the property. It is difficult to detail the current condition of all the items listed above in an Annexation Agreement, which can create issues later on if there is a disagreement between the City and the current property owner about potential Code Enforcement violations. It would be our recommendation that pictures reflecting the current condition of the property be attached to the Annexation Agreement as Composite Exhibit B. Paragraph 2 under the special provisions should then be updated to include a sentence that reads as follows: "Pictures depicting the current condition of the property at the time of annexation are attached hereto and incorporated herein as Composite Exhibit B."



Mr. Derek Reeves February 2, 2023 Page 2

Once the above change is incorporated into the Annexation Agreement, our office would approve of the Agreement as to form and correctness.

Very truly yours,

Lauren C. Rubenstein

City Attorney

cc: Bart Diebold, City Manager

Diane M. Corna, MMC, City Clerk

Chief Michael Haworth, Asst. City Manager

Nick Colonna, Community Development Administrator

Aaron Petersen, Asst. Community Development Administrator Erica Lindquist, Planning & Development Services Director

JWD/dh

23-031.02072023.LDR.Annex Agmt AX-2023-00001.wpd

# PINELLAS PARK • SIMPLY CENTERED •

#### CITY OF PINELLAS PARK

### **Staff Report**

# Community Development Department Planning & Development Services Division

Prepared by: Derek Reeves, AICP, CFM

Long Range Planning Manager

#### I. APPLICATION DATA

A. Case Number: AX-2023-00001, LUPA-1123-00004, PSP-1123-00001

B. Location:

1. Address: 10288 US Hwy 19 N

2. Parcel Numbers: 16-30-16-69732-300-6000 and 16-30-16-69732-400-6101

C. <u>Request</u>: Request for the Annexation of two parcels and adjacent right-of-way located at 10288 US Hwy 19 N. with associated Annexation Agreement and Future Land Use Map Amendment designating the two parcels as Industrial Limited (IL) together with a Preliminary Site Plan approval for the addition of outdoor storage along the north and west sides of the subject parcels.

D. Applicant: OSI 10280 US Highway I, LLC

E. Agent: Katherine E. Cole

F. Property Owner: OSI 10280 US Highway I, LLC

G. <u>Legal Ad Text</u>: Request for the Annexation of two parcels and adjacent right-of-way located at 10288 US Hwy 19 N. with associated Annexation Agreement and Future Land Use Map Amendment designating the two parcels as Industrial Limited (IL) together with a Preliminary Site Plan approval for the addition of outdoor storage along the north and west sides of the subject parcels.

H. PARC Meeting: November 29, 2022

I. Public Hearings:

Planning & Zoning Commission Hearing Date: February 2, 2023

Advertising Date: January 18, 2023

City Council (1st Reading) Date: March 9, 2023

City Council (2<sup>nd</sup> Reading) Public Hearing Date: March 23, 2023

Advertising Date: March 8, 2023

#### II. BACKGROUND INFORMATION

**A.** <u>Case Summary</u>: The applicant is proposing the annexation of two properties totaling 23.5 acres. The existing development consists of approximately 159,000 square feet of industrial space across five buildings with multiple tenants. There is an existing driveway off of the US Hwy 19 N frontage road and two driveways off of 102<sup>nd</sup> Ave N. A portion of the north end of the property is used for outdoor storage. Drainage canals line the west and south sides of the properties. The applicant is proposing to expand the outdoor storage area along the north and west sides of the property.

The addition of new outdoor storage will requires the approval of a Preliminary Site Plan (PSP) upon annexation. The applicant has requested eight special provisions related to the annexation and PSP that they would like included in the Annexation Agreement. Those applicant requested special provisions are:

- Waiver to Section 18-1533.16 "Required Perimeter Buffers Table 18-1533-3" to allow an 8-foothigh solid PVC fence in lieu of 8-foot-high masonry wall on northern buffer and western buffer adjacent to residential PUD and R-5 zoning.
- Waiver to Section 18-1533.16 "Required Perimeter Buffer Table18-1533-3" to not require
  continuous hedge in landscape buffer adjacent to fence on northern buffer and western buffer,
  however, trees shall be planted every 30 feet within such buffers adjacent to residential PUD and
  R-5 zoning.
- 3. Waiver to Section 18-1533.16 "Required Perimeter Buffers Table18-1533-3" to allow an 8-foot-high solid PVC fence in lieu of 8-foot-high masonry wall along the westernmost 300 feet of the southern boundary along 102nd Avenue functionally abutting residential R-1 zoning.
- 4. Waiver to Section 18-1524.5 (G)2.e to not require a continuous hedge in landscape buffer adjacent to fence on southern boundary along 102nd Avenue, however, trees will be planted every 40 feet within such buffer along 102nd Avenue.
- 5. Waiver to Section 18-702.4 "Mandatory Requirements for Construction of Sidewalks" to waive sidewalk requirement along the southern border adjacent to the 102nd Avenue right-of-way.
- 6. Waiver of internal fence between two (2) existing parcels under common ownership.
- 7. Waiver of city development standards, to accept the existing portions of the development "as-is" that were developed under Pinellas County Land Development code, including buildings, signage, parking lot design, and landscaping. This waiver does not apply to future development proposed for the northern and western portions of the property or the portion of the site adjacent to US 19.
- 8. Waiver of Site Plan Review Fees and city permit fees for the property being annexed.

#### B. Site Area:

- 1. Parcel Area: 1,023,660 square feet / 23.5 acres
- 2. Annexation Area: 1,127,082 square feet / 25.87 acres

#### C. Property History:

- 1. Land Use Plan or Zoning Amendments: None.
- 2. Previous Permits and Development: None.
- 3. Previous Variances, Waivers: None.
- **D.** Existing Use: 159,000+/- square feet of light industrial warehouse/manufacturing space with outdoor storage along the north property line.
- E. Proposed Uses: Existing uses with additional outdoor storage along the north and west property lines.
- F. <u>Current Future Land Use:</u> Employment (E) (County)
- G. Proposed Future Land Use: Industrial Limited (IL)
- H. Current Zoning District: E-1 Employment 1 District (County)
- I. <u>Proposed Zoning District:</u> M-1 Light Industrial

- **J.** <u>Flood Zone</u>: Most of the area of the subject properties is located in Flood Zone AE, which is a high-risk flood zone. The existing developed portion in the middle of the subject properties is in the X-Shaded and X Flood Zones, which are moderate and low-risk flood zones respectively.
- **K.** Evacuation Zone: The subject property is in Evacuation Zone C, which is the third level to evacuate in preparation for a storm. Zone C is evacuated when storm surge height is predicted to be up to 20 feet.

#### L. <u>Vicinity Characteristics</u>:

	Zoning	Land Use	Existing Use	
North	R-5	RM/RLM	Multi-family Residential	
South	R-1	RU/RLM	Single-family Residential	
East	B-1/E- 1(county)/M-1	CG/E (county)	Retail, hotel and office	
West	RPUD	RLM	Residential Planned Unit Development	

#### III. APPLICABLE CRITERIA / CONSIDERATIONS

#### A. Land Use Designation / Comprehensive Plan Policies:

#### 1. Land Use Purpose / Intent:

It is the purpose of this category to depict those areas of the City that are now developed, or appropriate to be developed, in a limited industrial manner; and so as to encourage the reservation and use of consolidated areas for industrial and industrial/mixed use in a manner and location consistent with surrounding use, transportation facilities, and natural resource characteristics.

#### 2. Key Standards:

**Primary Uses** – Office; Research/Development; Light Manufacturing/Assembly (Class A) and (Class B); Wholesale/Distribution (Class A) and (Class B); Storage/Warehouse (Class A) and (Class B)

**Secondary Uses -** Residential (limited to locations in Gateway Centre developed prior to August 7, 2015, pursuant to Section 2.3.3.14(E) of the Countywide Plan Rules (2018);1 Retail Commercial; Personal Service/Office Support; Commercial/Business Service; Commercial Recreation; Temporary Lodging; Institutional; Transportation/Utility; Recreation/Open Space; Transfer/Recycling; Incinerator Facility; Agricultural.

#### 3. Relevant Policies:

#### POLICY PW 1.3.1

The Public Works Department shall analyze the condition and adequacy of any water distribution system that the City may inherit through annexation and prepare cost estimates for upgrading those systems to meet City requirements.

#### POLICY SW.1.3.1

The City shall make available at the time of annexation solid waste collection service or require proof of existing service by a licensed solid waste collection service.

#### **OBJECTIVE ICE.1.8**

The City will identify, implement, and coordinate joint planning areas for annexation and provision of services.

#### POLICY ICE.1.8.1

The City will coordinate with the Pinellas Planning Council, and other jurisdictions as appropriate, to establish a more comprehensive and better integrated annexation process that will include consideration of the following:

- a. Advance Notices a procedure that provides for advance notice of all annexations to the respective parties of interest:
- b. Accurate Legal Descriptions a means to review and validate the legal descriptions for annexations;

- c. State Law Compliance definitions and examples by which to determine compliance with the state law for contiguity, compactness, enclaves, and procedures for annexation agreements/indentures;
- d. Ability to Serve pre-determined or administrative means to establish a municipality's ability to serve the area;
- e. Service Contracts enabling provisions for Pinellas County and each municipality to enter into mutually acceptable agreements to provide selected services where it is beneficial to the citizenry and cost-effective to do so in lieu of annexation:
- f. Consistency a requirement for consistency with the Comprehensive Future Land Use Plan at the time of annexation; and
- g. Coordination with State Plan Amendment Review Process to establish eligibility for waiver of the requirement for plan amendment pursuant to Section 163.3171(3) FS, at the time of annexation.

#### 4. Staff Analysis:

The subject properties are located within the boundaries of the Annexation Planning Area Agreement as coordinated with Pinellas County, and all procedures are being followed. The subject properties are already served by public water, sewer, and solid waste services. Staff finds that the proposed annexation is consistent with the City's adopted Comprehensive Plan.

#### B. Zoning District / Land Development Code Standards:

#### 1. Zoning District Purpose / Intent:

Section 18-1524. - "M-1" LIGHT INDUSTRIAL DISTRICT

Sec. 18-1524.1. - STATEMENT OF INTENT. The "M-1" Light Industrial District is established in order to identify and provide those geographic areas within the City of Pinellas Park that are appropriate for the development and maintenance of a light industrial environment, which does not create hazardous or other serious detrimental effects upon the public health in the surrounding areas. This district is intended primarily for a wide variety of industrial uses and compatible retail, wholesale, distributing operations, and in limited situations as provided in (B) below, single and multi-family dwellings, together with accessory uses and public facilities customary to or required for such an environment.

Areas of the City for which this zoning category is appropriate are designated on the Land Use Plan Map as Industrial Limited (IL) or Community Redevelopment District (CRD) Land Use Plan Map Categories.

#### 2. Key Standards:

#### Sec. 18-1501.13. - ZONING OF ANNEXED PROPERTIES.

Property heretofore or hereafter annexed to the City shall be given the zoning classification which most closely relates to the Pinellas County zoning classification in effect at the time of such annexation, and the Official Zoning Map shall be amended or posted accordingly. Should a petition for annexation include a request for a zoning classification other than that which most closely relates to the Pinellas County zoning classification in effect for said property at the time said petition is filed, City Council may, in its sole discretion: refer said petition to the Planning and Zoning Commission for its recommendation; pass the proposal for said annexation of the property at the zoning requested in the petition; or deny the proposal. Any rezoning of an annexed area shall be consistent with F.S. § 171.062(2), as may be amended from time to time, which provides that if an annexed area was subject to a county land use plan and county zoning or subdivision regulations, these regulations remain in full force and effect until the municipality adopts a comprehensive plan amendment that includes the annexed area.

#### SECTION 18-1524. - "M-1" LIGHT INDUSTRIAL DISTRICT

Sec. 18-1524.1. - STATEMENT OF INTENT.

The "M-1" Light Industrial District is established in order to identify and provide those geographic areas within the City of Pinellas Park that are appropriate for the development and maintenance of a light industrial environment, which does not create hazardous or other serious detrimental effects upon the public health in the surrounding areas. This district is intended primarily for a wide variety of industrial uses and compatible retail, wholesale, distributing operations, and in limited situations

as provided in (B) below, single and multi-family dwellings, together with accessory uses and public facilities customary to or required for such an environment.

Areas of the City for which this zoning category is appropriate are designated on the Land Use Plan Map as Industrial Limited (IL) or Community Redevelopment District (CRD) Land Use Plan Map Categories.

#### Sec. 18-1524.4. - DIMENSIONAL AND AREA REGULATIONS.

- (A) MINIMUM LOT REQUIREMENTS.
  - 1. Lot Area: Fifteen thousand (15,000) square feet.
  - 2. Lot Width: One hundred (100) feet.
  - 3. Lot Depth: One hundred fifty (150) feet.
  - 4. Lots of record not meeting the lot area, width, or depth requirements of this section and having been of record prior to the adoption of these regulations may be used for a permitted or conditional use provided that all other dimensional regulations will apply.
- (B) MINIMUM YARD SETBACK REQUIREMENTS.
  - 1. Front Yard Setback: Twenty (20) feet.
  - 2. Secondary Front Yard Setback: Ten (10) feet.
  - 3. Side Yard Setback: Five (5) feet; ten (10) feet is required if abutting a residential zoning district.
  - 4. Rear Yard Setback: Five (5) feet, ten (10) feet is required if abutting a residential zoning district.
  - 5. For corner, double frontage and multiple frontage lots, see Section 18-1503.7, "Yard Determinations."
  - 6. Refer to Section 18-1503.8 for measurement of yard setbacks on lots adjacent to rights-of-way of insufficient width.
- (C) MAXIMUM LOT COVERAGE. Seventy-five (75) percent. Refer to Section 18-1530.18 for maximum lot coverage allowances for master stormwater retention/detention ponds.
- (D) MINIMUM FLOOR AREA AND LIVEABLE FLOOR AREA.
  - 1. Nonresidential: Three hundred (300) square feet.
  - 2. Residential: See Table 1524-1.
  - Single-family Detached: One thousand (1,000) SF.
- (E) FLOOR AREA RATIO.
  - 1. Fifty-five hundredths (0.55) in CRD.
  - 2. Fifty-five hundredths (0.55) in IL.
- (F) MAXIMUM BUILDING HEIGHT. Forty (40) feet See Section 18-1503.13, "Exclusion from Height Limits", for height limit exclusions.

#### Sec. 18-1524.5. - ADDITIONAL REGULATIONS.

(G) Specific Locational Design Standards for Property Abutting or Functionally Abutting Residential or Mixed Use Zoning Districts and Proposed for Development or Redevelopment after November 1, 2010.

As in (F) above, all plans submitted for various permits and/or development orders on vacant parcels being developed or previously developed parcels being redeveloped after November 1, 2010, shall demonstrate conformance with the following design standards.

- 2. Functionally Abutting Residential or Mixed Use Zoning Districts.
  - (a) All noise generating mechanical equipment, including, but not limited to, air conditioning and refrigeration units, fans, vents, compressors, compactors, vacuums, and similar equipment, shall be placed twenty-five (25) feet from the lot line closest to the residential property and shall exhaust away from said property to minimize the industrially generated noise.
  - (b) Only egress doors for people may face said property. No door that provides access for vehicles or movement of equipment or materials, or for ventilation shall face said property, whether such door is an overhead, sliding, or other type of similar door.
  - (c) Loading areas, loading docks, and/or shipping/receiving areas/facilities shall be screened from view by wing walls or recessed into the building. Where an intervening structure lies between the loading/unloading facilities and the residential lot(s), additional screening is not required.
  - (d) No outdoor storage area shall be permitted within ten (10) feet of abutting or functionally abutting residential or mixed use district property lines. If the height of storage items exceeds the height of the eight (8) feet high buffer wall, then additional visual screening with a

material able to withstand the various destructive elements of subtropical weather (i.e. UV radiation, humidity, wind, heat) shall be required equal to the height of said storage. Said screening shall be maintained in good condition so as not to diminish its functionality or visual appearance. Vehicles and mobile equipment of extraordinary height need not be screened above a height of eight (8) feet. Additionally, activities within the outdoor storage areas shall be limited to the hours between 7:00 a.m. and 7:00 p.m.

- (e) Landscaping and buffering shall be provided in accordance with the provisions of Section 18-1533, except that a ten-foot wide landscaped buffer shall be maintained along the entire right-of-way of said property.
- (f) No dumpster(s) shall be visible from the public or private right-of-way; said dumpster(s) shall be screened from view by a solid fence or wall six (6) feet in height (including gates) and shall not be placed within five (5) feet of the property line.

#### 2. Staff Analysis:

The current zoning designation of the subject property within Pinellas County is Employment 1 (E-1), which is consistent with the City's "M-1" Light Industrial Zoning District.

Per Section 18-1524.5, there are six additional regulations that must be approved on a Preliminary Site Plan when an industrial property is functionally abutting a residential zoning district. These have been met as follows:

- (a) There is no new mechanical equipment proposed as part of the Preliminary Site Plan.
- (b) There are no new structures or doors proposed as part of the Preliminary Site Plan.
- (c) There are no new loading areas or docks proposed as part of the Preliminary Site Plan.
- (d) A minimum 10 foot buffer is provided between residential property lines and outdoor storage.
- (e) The proposed Preliminary Site Plan generally complies with the landscaping code with two exceptions. The applicant has requested two special provisions to be included in the Annexation Agreement related to the waiver of landscaping requirements. Those are for an eight foot tall solid PVC fence instead of a masonry wall along the residential property lines and along the street. The applicant has proposed two other requests to waive the requirement for a continuous hedge in the same areas as the eight foot tall PVC fence, but the applicant has withdrawn those requests.
- (f) There are no new dumpsters proposed as part of the Preliminary Site Plan.

The applicant has requested two other special provisions for the Annexation Agreement similar to the landscaping waivers described previously. The first is to waive the requirement for a sidewalk along 102<sup>nd</sup> Avenue N. Staff is recommending additional terms limiting the time and restricting the waiver to industrial development. A second request is to waive buffer requirements between the two subject properties. Staff is recommending a condition of the Preliminary Site Plan that the properties be replatted as one.

Staff finds the "M-1" Light Industrial Zoning District to be the most appropriate and compatible zoning designation for the subject property and the Preliminary Site Plan, in conjunction with the requested special provisions for the Annexation Agreement, is consistent with the requirements of the Land Development Code.

#### C. <u>Project Application Review Committee (PARC) Comments:</u>

The application was discussed at the November 29, 2022 PARC meeting by all relevant departments/divisions. No concerns were raised with regard to the proposed amendment.

#### IV. SUMMARY

#### A. Findings:

Based on the information and analysis contained in this report, staff finds as follows:

- 1. The subject property has no outstanding code enforcement violations with Pinellas County.
- 2. The subject property is contiguous to the City and meets all of the annexation requirements set forth in Florida Statute 171.044.

- 3. The IL Future Land Use designation has been determined the most appropriate for this property.
- 4. The Preliminary Site Plan, in conjunction with the requested special provisions for the Annexation Agreement, is consistent with the requirements of the Land Development Code.
- 5. The proposed annexation is consistent with the Land Development Code and the Goals, Objectives, and Policies of the adopted Comprehensive Plan.

#### B. Staff Recommendation:

Consistent with the above findings, and subject to such additional findings of fact as are established at a public hearing, if applicable, staff recommends APPROVAL of case numbers AX-2023-00001, LUPA-1123-00004, and PSP-1123-00001 with the condition for the Preliminary Site Plan that the subject properties be replatted to combine them into a single parcel prior to Final Site Plan approval.

Erica Lindquist, AICP, CFM

Planning & Development Services Director

for NC

Nick A. Colonna, AICP

Community Development Administrator

Date / 2025

#### **ACTION** V.

#### PLANNING AND ZONING COMMISSION - MOVE TO:

- A. RECOMMEND APPROVAL
- B. RECOMMEND APPROVAL WITH THE FOLLOWING CONDITION(S):
  - That AX-2023-00001 is approved by City Council.
  - The properties are replatted and combined into a single parcel.
- C. RECOMMEND DENIAL

#### VI. **ATTACHMENTS**

**Exhibit A: Application Materials** 

**Exhibit B: Aerial Map** 

Exhibit C: Future Land Use Map

**Exhibit D: Zoning Map** 

**Exhibit E: FIRM** 

# PINELLAS PARK • SIMPLY CENTERED •

#### CITY OF PINELLAS PARK

## **Staff Report**

# Community Development Department Planning & Development Services Division

#### **ADDENDUM**

Case Number: AX-2023-00001

V. ACTION

**CITY COUNCIL** – MOVE TO:

1: APPROVE

2: APPROVE WITH CONDITIONS

3: DENY

... of a request for approval of an Annexation Agreement associated with the Annexation of a parcel and adjacent right-of-way located at 10288 US Highway 19 N.

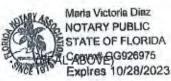


#### **ANNEX APPLICATION**

PROPERTY INFORMATION
Street Address: 10288 Us Highway 19, North and US Highway 19, North
City: Pinellas Park (unincorporated) Zip Code: 33782 State: FL
Parcel ID: 16-30-16-69732-300-6000 and 16-30-16-6972-4006101
Intended Use of Property: warehouse, storage, garage, industrial
PROPERTY OWNER INFORMATION
Owner Name(s): OSI 10280 US Highway 1 LLC
Street Address:1108 Kane Councourse Unit 308
City: Bal Harbour, FL Zip Code: 33154-0049 State: FL State:
Phone Number: +1 (618) 713-3391 Email Address: Jonathan Huh <jhuh@outourstorage.com></jhuh@outourstorage.com>
AUTHORIZED AGENT (OPTIONAL)
Note: The owner's authorization form must be signed and submitted  Authorized Agent Name(s): Katherine E. Cole, Esq/Hill Ward Henderson
Street Address: 600 Cleveland Street, Suite 800
City: Clearwater Zip Code: 33755 State: FL
Phone Number: 727-259-6791 Email Address: katie.cole@hwhlaw.com
ADDITIONAL INFORMATION
Why do you wish to annex? The applicant desires to develop and utilize portions of the Property consistent with the Pinellas Park Land Development Code. A proposed site plan for certain improvements and conditions of such annexation
are included as an exhibit to this Application.

#### CITY OF PINELLAS PARK AFFIDAVIT OF OWNERSHIP

STATE OF FLORIDA - COUNTY OF PINELLAS: NAMES OF ALL PROPERTY OWNERS: OSI 10280 US HW, LLC being first duly sworn, depose(s) and say(s): 1. That (I am I we are) the owner(s) and record title holder(s) of the following described property: ADDRESS OR GENERAL LOCATION: 10280 US Highway 19 N, Pinellas Park LEGAL DESCRIPTION OF PROPERTY: (Type legal directly on this sheet. If too lengthy, type on separate sheet titled "Exhibit A" and attach.) Pinellas County APN#: 16-30-16-69732-300-6000 & 16-30-16-69732-400-6101 2. That this property constitutes the property for which an application is being made to the City of Pinellas Park, Florida for (NATURE OF REQUEST): Annexation into the City of Pinellas Park, Florida. Katie Cole at HWH 3. That the undersigned (has / have) appointed and (does / do) appoint as (his / their) agent(s) to execute any petitions or other documents necessary to affect such application. 4. That this affidavit has been executed to induce the City of Pinellas Park, Florida, to consider and act on the above described property, to include City representatives entering upon the property to make inspections as are necessary to visualize site conditions and/or determine compatibility. SIGNED (PROPERTY OWNER 1) SIGNED (PROPERTY OWNER 2) Representative horized STATE OF FLORIDA The foregoing instrument was acknowledged before me by means of physical presence or □ online notarization, this day COUNTY OF MIGHT who is (Name of person acknowledging and title of position) personally known to me or who has produced as identification and who DID / DID NOT (Type of identification) Maria Victoria Diaz take an oath. NOTARY PUBLIC



Notary Public Commission No. 96 926975

(Name of Notary- typed, printed or stamped)

I#: 2022178602 BK: 22091 PG: 2589, 06/07/2022 at 11:57 AM, RECORDING 3 PAGES \$27.00 D DOC STAMP COLLECTION \$126700.00 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY DEPUTY CLERK: CLKPR12

Prepared by and return to: Victor W. Holcomb Holcomb & Leung, P.A. 3203 W. Cypress St. Tampa, FL 33607 813-258-5835

File Number: Highway 19 Sale

Consideration: \$706,4450,3038,00x \$18,100,000.00

[Space Above This Line For Recording Data]

## **Special Warranty Deed**

This Special Warranty Deed made this 27th day of May, 2022 between Highway 19 Properties, LLC, a Florida limited liability company whose post office address is 311 Park Place Blvd, Suite 600, Clearwater, FL 33759, grantor, and OSI 10280 US Highway I, LLC, a Delaware limited liability company whose post office address is 1108 Kane Concourse, Unit 308, Bal Harbour, FL 33154, grantee:

(Whenever used herein the terms granter 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 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 being in Pinelias County, Florida, to-wit:

#### Parcel I: Interior Parcel

A Parcel of land lying in the Southwest 1/4 of Section 16, Township 30 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of said Section 16; thence N00°16'52"E. 15.00' to the North right of way line of 102nd Avenue North; thence along said North right of way line, N89°51'47"W, 33.00 feet to the Point of Beginning. Thence continue along said North right of way line, N89°51'47" W, 601.78'; thence leaving said North right of way line, N00°31'04"W, 44.59' to a point of curvature of a curve concave Northwest and having a radius of 115.00'; thence Northwesterly along said curve 63.20', through a central angle of 31°29'22"; thence N32°00'26"W, 83.30' to a point of curvature of a curve concave Northwest and having a radius of 190.42'; thence Northwesterly along said curve 107.31' through a central angle of 32°17'21"; thence N00°05'22"W, 345.26' to a point of curvature of a curve concave Northwest and having a radius of 265.00'; thence Northwest along said curve 66.85' through a central angle of 14°27'16"; thence N15°29'17"W, 16.76' to a point of curvature of a curve concave Northeast and having a radius of 70.00'; thence Northwest and Southeast along said curve 152.10' through a central angle of 124°29'53"; to a point of reverse curvature of a curve concave Northeast and having a radius of 265,00'; thence Southeasterly along said curve 79.60' through a central angle of 17"12'38"; thence N89°59'19"E, 482.82' to a point of curvature of a curve concave Southwest and having a radius of 60.00' thence Southeast along said curve 94.55' through a central angle of 90°17'34"; thence S.00°16'52"W, 721.65 feet to the Point of Beginning.

#### Parcel 2: Exterior Parcel

A Parcel of land lying in the Southwest 1/4 and in the Southeast 1/4 of Section 16, Township 30 South, Range 16 East, Pinelias County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of said Section 16; thence N00°16'52"E. 15.00' to the North right of way line of 102nd Avenue North; thence along said North right of way line, N89°51'47"W, 634.78 feet to the Point of Beginning.

Thence continue along said North right of way line, N89°51'47"W, 340.12'; thence N00°14'25"E, 969.74'; thence S89°59'06"E, 318.02'; thence N00°13'53"E, 3.09'; thence S89°56'59"E, 642.70'; thence S00°16'59"W, 329.95'; thence S89°54'02"E, 276.39'; thence S31°56'27"E, 168.01'; thence S02°48'41"E, 57.24'; thence S32°00'37"E, 52.87 feet; thence N89°50'25"W, 382.40'; thence S00°16'52"W, 400.57'; thence N89°51'47"W, 33.00'; thence N00°16'52"E, 721.65' to a point of curvature of a curve concave Northwest and having a radius of 60.00'; thence Northwest along said curve 94.55' through a central angle of 90°17'34"; thence S89°59'19" W, 482.82' to a point of curvature of a curve concave Northerly and having a radius of 265.00'; thence Northwesterly along said curve 79.60' through a central angle of 17°12'38" to a point of reverse curvature of a curve concave Southwest and having a radius of 70.00'; thence Northwest and Southeast along said curve 152.10' through a central angle of 124°29'53"; thence S15°29'17"E, 16.76' to a point of curvature of a curve concave Southeast and having a radius of 265.00' thence Southeasterly along said curve 66.85' through a central angle of 14°27'16"; thence S00°05'22"E, 345.26' to a point of curvature of a curve concave Southeast and having a radius of 190.42'; thence Southeasterly along said curve 107.31' through a central angle of 32°17'21"; thence S32°00'26"E, 83.30' to a point of curvature of a curve concave Southeast and having a radius of 115.00'; thence Southeasterly along said curve 63.20' through a central angle of 31°29'22"; thence S00°31'04"E, 44.59 feet to the Point of Beginning.

The Interior Parcel and the Exterior Parcel combined are more particularly described as follows:

That part of Farms 53, 54, 59, 60 AND 61 of "PINELLAS FARMS" as recorded in Plat Book 7, Pages 4 and 5 of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part. Farms 53, 54, 59 and 60 in the Southwest 1/4 of Section 16, Township 30 South, Range 16 East, Pinellas County, Florida, and Farm 61 in the Southeast 1/4 of Section 16, Township 30 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of said Section 16; thence North 00°16'52" East for a distance of 15.00 feet to the North right of way line of 102nd Avenue North, also being the Point of Beginning; thence along said North right of way line, North 89°51'47" West for a distance of 974.90 feet to the East boundary of the West 12.00 feet of the East 330.00 feet of Farm 59, also being the East boundary of Condominium Unit No. 1 of Springwood Villas No. II Replat; Thence leaving said North right of way line, along said East boundaries, North 60°14'25" East for a distance of 969,74 feet to the South boundary of Condominium Unit No. 1 of Springwood Villas No. II Replat, as recorded in Condominium Plat Book 9, page 58, of the Public Records of Pinellas County, Florida; Thence along said South boundary, South 89"59'06" East, for a distance of 318.02 feet to the East boundary of Farm 54; Thence along said East boundary of Farm 54, North 00°13'53" East, for a distance of 3.09 feet to the North boundary of the South 330.00 feet of Farm 53; thence along said North boundary, South 89°56'59" East, for a distance of 642.70 feet to the West right of way line of 52nd Street, a 30.00 foot platted right of way as recorded in Plat Book 7, Pages 4 &5, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part; Thence along said West right of way line; South 00°16'59" West ,f or a distance of 329.95 feet; Thence leaving said West right of way line, South 00°16'59" West, for a distance of 329.95 feet; Thence leaving said West right of way line, South 89°54'02" East, for a distance of 276.39 feet to the Westerly right of way line of U.S. 19 / S.R. 55; thence along said Westerly right of way line the following three courses South 31°56'27" East, for a distance of 168.01 feet; thence South 02°48'41" East, for a distance of 57,24 feet; Thence South 32°00'37" East, for a distance of 52.87 feet to the North boundary of the South 400.00 feet of Farm 61; Thence leaving said Westerly right of way line, along said North Boundary, North 89°50'25" West, for a distance of 382.40 feet; thence leaving said North boundary, South 00°16'52" West, for a distance of 400.57 feet to the point of beginning.

Parcel Identification Number:

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 claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Company of the Compan	$I \sim I \sim$	A. S. Carlo	~
Wifness Name:	160	40 M	LONG
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Highway 19 Properties, LLC, a Florida limited liability company

By: John F. Gerlach, Manager

(Corporate Seal)

State of Florida County of Hillsborough

[Notary Seal]

Nótary Public

Printed Name:

My Commission Expires:

NICOLE M. LODATO
MY COMMISSION # GG 295399
EXPIRES: April 4, 2023
Bonded Thru Notary Public Underwriters

# ANNEXTION AGREEEMENT WAIVER REQUESTS PINELLAS COMMERCE CENTER 10280 – 10294 US HIGHWAY 19 Parcel ID #16-30-16-69732-300-6000 & 16-30-16-69732-400-6101 23.5 Acres

The Applicant proposes to voluntarily annex the Property to the City of Pinellas Park pursuant to an Annexation Agreement. The Property currently has a future land use map category in Pinellas County of Industrial Limited (IL) and a County zoning of Employment -1 (E-1). The Applicant proposes a city zoning of Light Industrial (M-1) with no change of land use from the County or the Countywide Plan.

The property owner seeks the following waivers for voluntarily annexing into the City of Pinellas Park.

- 1. Waiver to Section 18-1533.16 "Required Perimeter Buffers Table 18-1533-3" to allow an 8-foothigh solid PVC fence in lieu of 8-foothigh masonry wall on northern buffer and western buffer adjacent to residential PUD and R-5 zoning.
- 2. Waiver to Section 18-1533.16 "Required Perimeter Buffer Table18-1533-3" to not require continuous hedge in landscape buffer adjacent to fence on northern buffer and western buffer, however, trees shall be planted every 30 feet within such buffers adjacent to residential PUD and R-5 zoning.
- 3. Waiver to Section 18-1533.16 "Required Perimeter Buffers Table18-1533-3" to allow an 8-foothigh solid PVC fence in lieu of 8-foothigh masonry wall along the westernmost 300 feet of the southern boundary along 102<sup>nd</sup> Avenue functionally abutting residential R-1 zoning.
- 4. Waiver to Section 18-1524.5 (G)2.e to not require a continuous hedge in landscape buffer adjacent to fence on southern boundary along 102<sup>nd</sup> Avenue, however, trees will be planted every 40 feet within such buffer along 102<sup>nd</sup> Avenue.
- 5. Waiver to Section 18-702.4 "Mandatory Requirements for Construction of Sidewalks" to waive sidewalk requirement along the southern border adjacent to the 102<sup>nd</sup> Avenue right-of-way.
- 6. Waiver of internal fence between two (2) existing parcels under common ownership.
- 7. Waiver of city development standards, to accept the existing portions of the development "asis" that were developed under Pinellas County Land Development code, including buildings, signage, parking lot design, and landscaping. This waiver does not apply to future development proposed for the northern and western portions of the property or the portion of the site adjacent to US 19.
- 8. Waiver of Site Plan Review Fees and city permit fees for the property being annexed.

## 10280-10294 US 19 SITE

#### ANNEXATION AGREEMENT PRELIMINARY SITE PLAN

SECTION 16, TOWNSHIP 30 S, RANGE 16 E PINELLAS PARK, FLORIDA

- LEGAL DESCRIPTION

LEGAL DESCRIPTION: (OFFICIAL RECORDS BOOK 22091, PAGE 2589)

PARCEL I: INTERIOR PARCEL

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL II: EXTERIOR PARCEL

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 AND IN THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE DESIGN PRELIASE COUNTY, TLURISM, BROWN DIME PARTICICATEST DESCRIBED AS TALLOWS COMMENCE AT THE SOUTHERST CORRESPONDED FOR SOUTHERS CORRESPONDED FOR SOUTHERST CORRESPONDED FOR SOUTHERST CORRESPON

THE INTERIOR PARCEL AND THE EXTERIOR PARCEL COMBINED ARE MORE PARTICULARLY DESCRIBED AS FOLLOW:

THE PART OF FARMS S3, S4, 59, 60, AND 81 OF "PINELIAS FARMS" AS RECORDED IN PLAT BOOK 7, PAGES 4 AND 5 OF THE YIBBUT RECORDS OF HILLSDORDUCH COUNTY, FLORIDA, OF WARD PRIELLAS COUNTY WAS FORWERLY A PART. FRAMS S3, 34, 59, 804 06 ON THE SOLDHESST 1/4 OF SECTION 16, TOMBRY DO SOUTH, RANGE 16 EAST, PRIELLS COUNTY, FLORIDA, AND FARM 81 IN THE SOLDHESST 1/4 OF SECTION 16, TOMBRIP DO SOUTH, RANGE 16 EAST, PRIELLAS COUNTY, FLORIDA, BERN SOUTH FRANCE 16 EAST, PRIELLAS COUNTY, FLORIDA, GENERAL SOUTH FRANCE 16 EAST, PRIELLAS COUNTY, FLORIDA, BERN SOUTH FRANCE 16 EAST, PRIELLAS COUNTY, FLORIDA, BERN SOUTH FRANCE 16 EAST, PRIELLAS COUNTY, FLORIDA BERN SOUTH FRANCE 16 EAST, PRIELLAS COUNTY, FLORI

COUNTY LONGEN, MOLYAMOR SYN ME SOUTHEST, I'VE OF SCHOOL TO, INDESSED 30 SOUTH, KAME, TO EAST,

COUNTY LONGEN, MOLYAMOR SYN ME SOUTHEST, I'VE OF SCHOOL TO, INDESSED 30 SOUTH KAME, TO EAST,

FOR A DEFENDED OF THE COUNTY OF THE SOUTHEST LAY OF SEAR SCHOOL TO, INDESSED AND THE POWER STORY OF THE STORY OF THE SOUTHEST LAY OF SEAR STORY OF THE STO

OWNER/DEVELOPER: OSI 10280 US HIGHWAY I, LLC

1108 KANE CONCOURSE, UNIT 308 BAL HARBOUR, FL 33154 0049

CIVIL ENGINEER: GULF COAST CONSULTING, INC

13825 ICOT BOULEVARD, SUITE 605 CLEARWATER, FL 33760

TERMINUS SURVEYING, LLC

SUNCOAST LAND SURVEYING INC 111 FOREST LAKES BOULEVARD OLDSMAR, FL 34677

-LOCATION MAP





#### PREPARED FOR:

#### **OUTOUR STORAGE INVESTMENTS**

1108 KANE CONCOURSE, #308 BAL HARBOUR, FL 33154



Gulf Coast Consulting, Inc. Land Development Consulting ENGINEERING TRANSPORTATION PLANNING PERMITTING 13825 ICOT BLVD., SUITE 605 Clearwater, Florida 33760 Phone: (727) 524-1818 Fax: (727) 524-6090 www.gulfcoastconsultinginc.com

DRAWING INDEX

SHEET TITLE

C1 COVER SHEET

EXISITING CONDITIONS / DEMOLITION PLAN

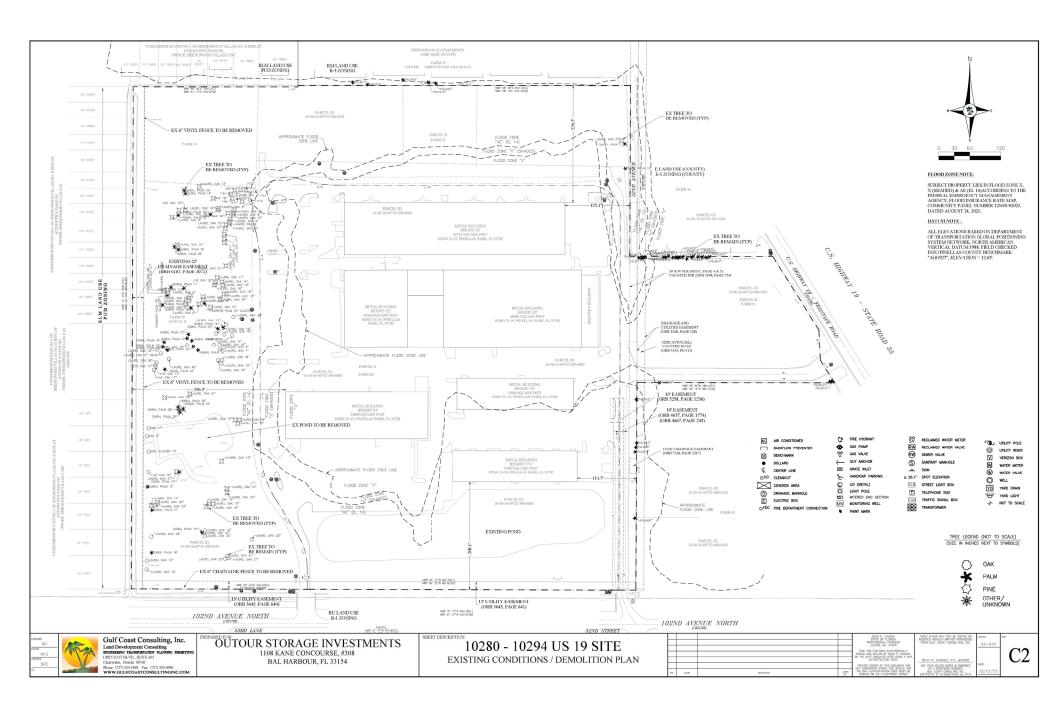
#### SITE DATA TABLE

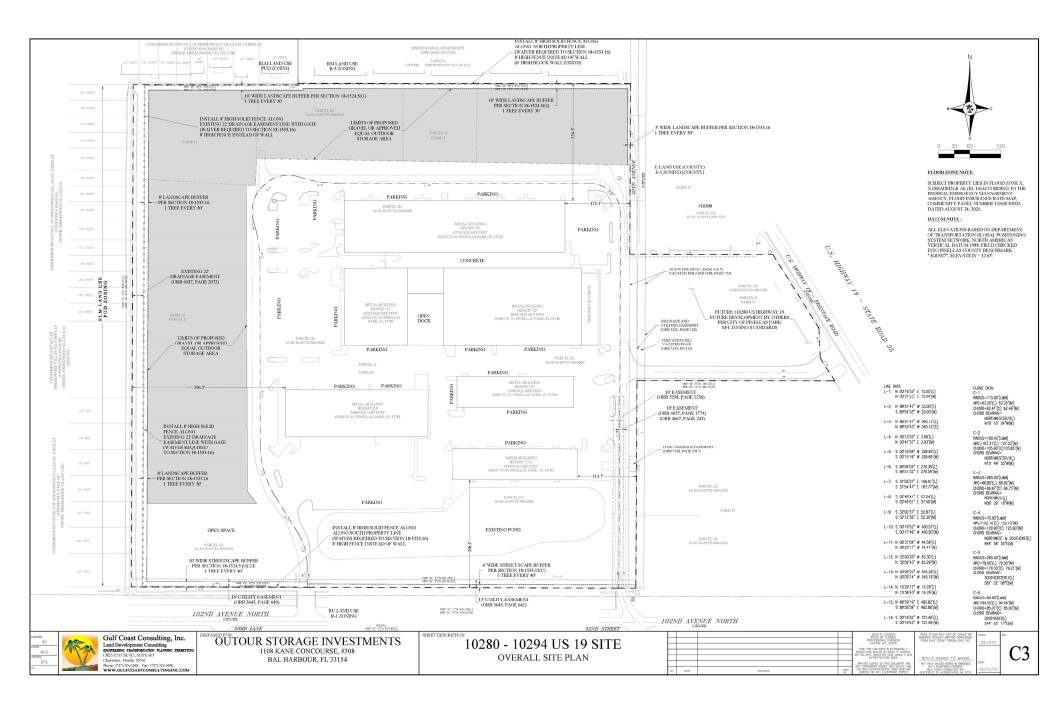
SITE ADDRESS:	10280 - 10294 US HIGHWAY 19 N			
PARCEL ID:	16-30-16-69	732-300-6000 & 16-30-16-6	9732-400-6101	
PROPOSED USES:	WAREHOUSING, LIGHT ASSEMBLY & OUTDOOR STORAGE			
EXISTING LAND USE CATEGORY (PINELLAS COUNTY):	EMPLOYMENT (E)			
EXISTING ZONING DISTRICT (PINELLAS COUNTY):	E-1			
PROPOSED CITY LAND USE CATEGORY (CITY):	INDUSTRIAL LIMITED (IL)			
PROPOSED CITY ZONING DISTRICT (CITY):	LIGHT INDUSTRIAL (M-1)			
TOTAL LAND AREA:	23.50 ACRES (1,023,660 SF)			
SITE DATA TOTALS	EXISTING	PROPOSED	MIN/MAX REQUIRED	
BUILDINGS: (*)	154,152 SF	154,152 SF		
FAR	0.15	0.15	0.55 FAR (MAX)	
PAVEMENT:	303,947 SF	561,234 SF		
IMPERVIOUS:	458,099 SF (44.77%)	715,386 SF (69.89%)	75% MAX	
OPEN SPACE:	565,561 SF (55.23%)	308,274 SF (30.11%)	25% MIN	
BUILDING HEIGHT	25"	25'	40° MAX	
BUILDING SETBACKS:				
FRONT (E)	114.7'	114.7"	20° MIN	
SECONDARY FRONT (S)	208.1	208.1	10° MIN	
SIDE / REAR (N)	226.5'	226.5*	10' MIN ABUTTING RESIDENTIAL ZONE	
SIDE / REAR (W)	296.5"	296.5"	10' MIN ABUTTING RESIDENTIAL ZONE	

PROJECT LIES WITHIN FLOOD ZONE X, X (SHADED) AND AE (EL 14) AS DELINEATED IN FEMA FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 12103C0202J, INDEX DATED AUGUST 24,2021.

\* EXISTING BUILDING AREAS: #10284 - 14,485 SF; #10286 - 13,590 SF; #10288 - 40,096 SF; #10290 - 24,809 SF; #10292 - 18,429 SF; #10294 - 42,743 SF

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY SEAN P. CASHEN, ON THE DATE INDICATED HERE USING A SHI







#### Gulf Coast Consulting, Inc.

Land Development Consulting
Engineering • Planning • Transportation • Permitting
ICOT Center
13825 ICOT Boulevard, Suite 605

Clearwater, FL 33760 Phone: (727) 524-1818 Fax: (727) 524-6090

December 14, 2022

Andrei Danshes Outour Storage Investments

Email: adanshes@outourstorage.com

Re: 10294 US Highway 19 Site (Pinellas Commerce Center)

Stormwater Management System Inspection

Dear Mr. Danshes:

I performed a stormwater inspection of this site on December 13, 2022. Upon inspection, all the stormwater inlets and structures appear to be operating and functioning properly. Some of the structures have some standing water within them which is typical of submerged stormwater systems in this area of Florida. There are some existing grate inlets located in the open space area along the western portion of the site, adjacent to the existing pavement, which are overgrown with grass and vegetation—this area needs to be mowed/cut down (bush-hogged) to allow a clear path for stormwater runoff to drain to these drainage inlets (See attached **Survey Markup** which delineates this area that needs maintenance).

There are also some rutted-out eroded areas adjacent to the pavement where it appears water has ponded due to the vegetation impeding the flow of water to the inlets. These areas need to be regraded and sodded after the overgrown vegetation has been cut down and removed.

The existing pond located to the south has some vegetation around the shallower perimeter, which is common, but otherwise appears to be working and functioning properly. The Weir Overflow control structure located in the existing retention pond at the southeast corner of the site needs the grass and vegetation cut down around this structure to allow an unimpeded flow-way from the pond to this structure. This is also detailed on this Survey Markup.

We also inspected the northeast corner of the site since the City had mentioned in email correspondence that there were complaints about stormwater discharging from our site to the northeast. The grate inlets along this northern boundary are visible and free and

clear of any visible obstructions and it appears this northern area of the site is draining to these inlets and this water is being conveyed to the west and south as designed. I did not observe any evidence of any flooding or ponding of water along the northern or northeastern potion of this site. I spoke to a gentleman who has been a tenant in a unit --at this northeast corner-- for seven years and he said there has never been any drainage issues or ponding of water in this area since he has been a tenant there. There is a shared swale and depressional area located at the northeast corner of the site. This swale appears to be collecting stormwater mainly from this adjacent development to the east/northeast—there is a very insignificant area of our site that appears to drain to this swale area. This swale that is collecting and conveying stormwater runoff from this adjacent site to the east may be experiencing some ponding of water during severe storm events but there is no evidence of any discharge of stormwater from our site to this area.

In summation, the stormwater system for this existing site appears to be functioning and operating as designed and permitted although some minor maintenance is needed along the western part of the site and around the weir overflow structure within the southern retention pond as mentioned in this letter and as detailed on the **Survey Markup** enclosed.

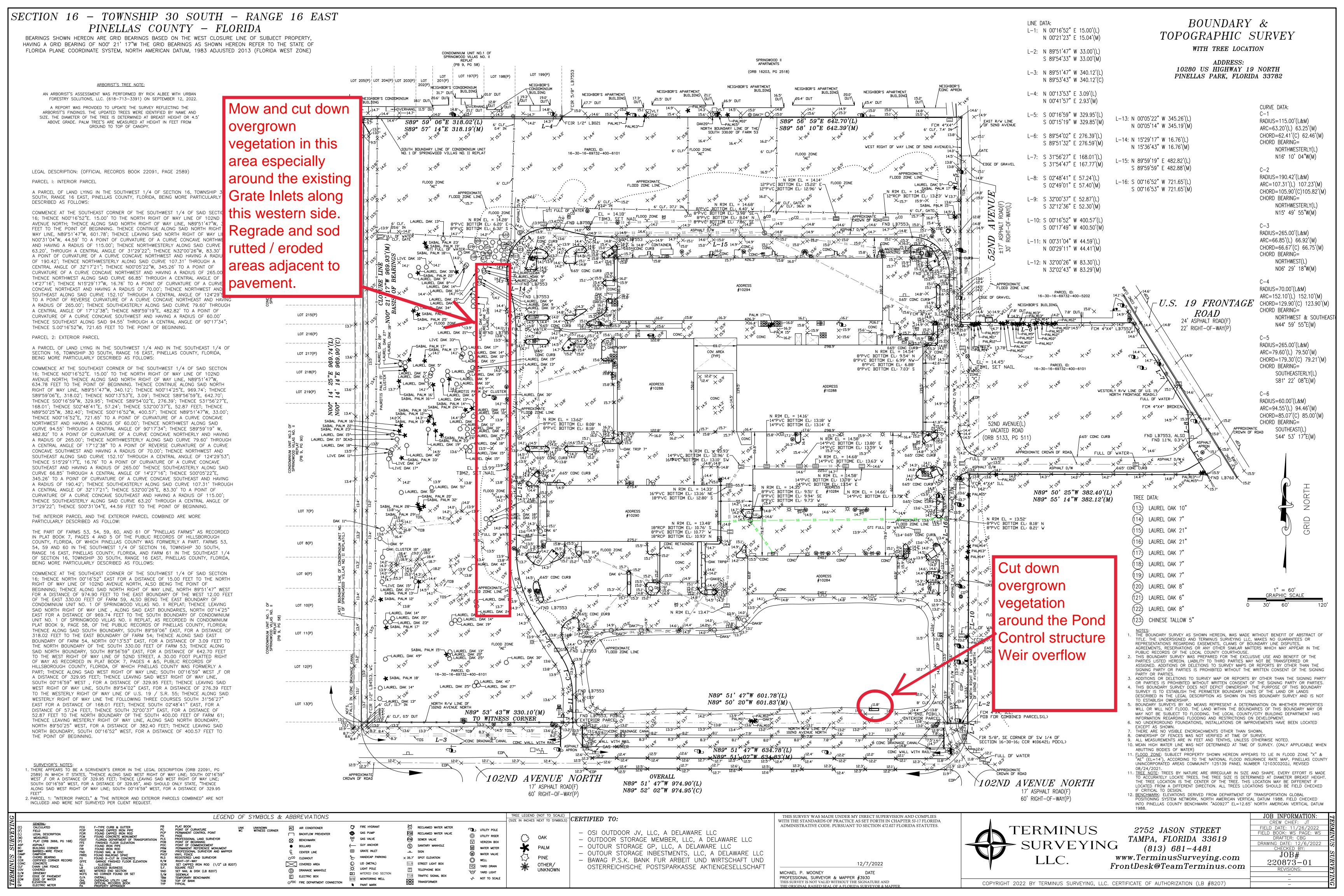
Please call me if you have any questions or comments or if any additional information is needed.

Sincerely,

Sean P. Cashen, P.E.

Principal

cc: File 22-070



THIS IS NOT A SURVEY.

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

#### **DESCRIPTION:**

A PARCEL OF LAND LYING IN SECTION 16, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING COMPRISED OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 22091, PAGES 2589 THROUGH 2591, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, A PORTION OF THE RIGHT-OF-WAY OF US HIGHWAY NO. 19 AND A PORTION OF THE RIGHT-OF-WAY 102ND AVENUE NORTH. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE N89°51'47"W, ALONG THE SOUTH LINE OF THE SAID SOUTHWEST 1/4 OF SECTION 16, A DISTANCE OF 974.89 FEET; THENCE DEPARTING SAID SOUTH LINE, N00'14'25"E, ALONG THE WESTERLY LINE AND SOUTHERLY EXTENSION THEREOF OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 22091, PAGES 2589 THROUGH 2591, SAID LINE BEING THE SAME AS THE EASTERLY LINES OF CONDOMINIUM UNIT NO.1 OF SPRINGWOOD VILLAS NO.11 REPLAT, AS RECORDED IN PLAT BOOK 9, PAGE 58, CONDOMINIUM UNIT NO.3 OF SPRINGWOOD VILLAS NO.2, AS RECORDED IN PLAT BOOK 9, PAGES 90-91, AND CONDOMINIUM UNIT NO.2 OF SPRINGWOOD VILLAS NO.II REPLAT, AS RECORDED IN PLAT BOOK 9, PAGE 59, ALL OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, A DISTANCE OF 984.74 FEET TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 22091, PAGES 2589 THROUGH 2591, ALSO BEING A POINT ON THE SOUTHERLY LINE OF SAID CONDOMINIUM UNIT NO.1 OF SPRINGWOOD VILLAS NO.11 REPLAT; THENCE ALONG THE NORTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 22091, PAGES 2589 THROUGH 2591, THE FOLLOWING THREE (3) COURSES: 1) S89'59'06"E, ALONG SAID SOUTHERLY LINE OF CONDOMINIUM UNIT NO.1 OF SPRINGWOOD VILLAS NO.II REPLAT, A DISTANCE OF 318.02 FEET TO THE SOUTHEAST CORNER OF SAID CONDOMINIUM UNIT NO.1 OF SPRINGWOOD VILLAS NO.II REPLAT; 2) NOO'13'53"E, ALONG THE EASTERLY LINE OF SAID CONDOMINIUM UNIT NO.1 OF SPRINGWOOD VILLAS NO.II REPLAT, A DISTÂNCE OF 3.09 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 16203, PAGES 2518 THROUGH 2522, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; 3) S89'56'59"E, ALONG THE SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 16203, PAGES 2518 THROUGH 2522, A DISTANCE OF 642.70 FEET TO THE NORTHEASTERLY CORNER OF THE SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 22091, PAGES 2589 THROUGH 2591, THE SAME BEING THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 16203, PAGES 2518 THROUGH 2522; THENCE S00'16'59"W, ALONG THE EASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 22091, PAGES 2589 THROUGH 2591, A DISTANCE OF 329.95 FEET; THENCE S89°54'02"E, ALONG THE NORTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 22091, PAGES 2589 THROUGH 2591, ALSO BEING THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11352, PAGE 1383, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, A DISTANCE OF 276.39 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF US HIGHWAY NO. 19 AND THE SOUTHEASTERLY CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11352, PAGE 1383; THENCE N31°56'27"W, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND THE NORTHEASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11352, PAGE 1383, A DISTANCE OF 490.20 FEET; THENCE NO0'16'59"E, A DISTANCE OF 187.54 FEET TO A POINT ON THE CENTERLINE OF SAID US HIGHWAY NO. 19; THENCE S31'56'27"E, ALONG SAID CENTERLINE, A DISTANCE OF 919.58 FEET; THENCE S57'59'23"W, A DISTANCE OF 127.80 FEET TO A SOUTHEASTERLY CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 22091, PAGES 2589 THROUGH 2591, ALSO BEING THE NORTHEASTERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 17402, PAGES 1521 THROUGH 1524, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N89'50'25"W, ALONG A SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 22091, PAGES 2589 THROUGH 2591, ALSO BEING THE NORTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 17402, PAGES 1521 THROUGH 1524, A DISTANCE OF 382.40 FEET TO THE NORTHWESTERLY CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 17402, PAGES 1521 THROUGH 1524; THENCE S00'16'52"W, ALONG AN EASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 22091, PAGES 2589 THROUGH 2591, ALSO BEING THE WESTERLY LINES OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 17402, PAGES 1521 THROUGH 1524 AND THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 18548, PAGES 245 THROUGH 247, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, A DISTANCE OF 400.57 FEET TO THE SOUTHEASTERLY CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 22091, PAGES 2589 THROUGH 2591, ALSO BEING THE SOUTHWESTERLY CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 18548, PAGES 245 THROUGH 247, AND BEING A POINT ON THE NORTHERLY RIGHT—OF—WAY LINE OF 102ND AVENUE NORTH; THENCE S89°51'47"E, ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE AND THE SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 18548, PAGES 245 THROUGH 247, A DISTANCE OF 155.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 18548, PAGES 245 THROUGH 247, ALSO BEING THE SOUTHWESTERLY CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 17402, PAGES 1521 THROUGH 1524; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, S00°08'13"W, A DISTANCE OF 15.00 FEET TO THE AFOREMENTIONED SOUTHERLY LINE OF SECTION 16; THENCE N89'51'47"W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 155.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,127,082 SQUARE FEET (25.87 ACRES), MORE OR LESS.

1. BEARINGS FOR THIS SKETCH OF DESCRIPTION ARE BASED ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 22091, PAGES 2589–2591, OF THE PUBLIC RECORDS OF PINELINE, COUNTY, FLORIDA. HAVING A BEARING OF NOO'14'25'E.

2. ADDITIONS OR DELETIONS TO SURVEY MAPS OF REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED.

3. THIS SKETCH OF DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS—OF—WAY AND OTHER DATHERS OF RECORD THE GEOMETRY AS DESCRIBED ON THE RECORDED DOCUMENTS AS NOTED HEREIN AND IS SUBJECT TO AN ACCURATE FIELD BOUNDARY SURVEY.



565 SOUTH HERCULES AVENUE CLEARWATER, FL 33764 PHONE 727.822.4151 WWW.DELIELENGINEERING.COM LICENSED BUSINESS NUMBER 8423

THIS DOCUMENT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR THE DIGITAL SIGNATURE OF THE FLORIDA SURVEYOR AND MAPPER SHOWN LICENSED HEREON.

DATE:

FLORIDA

SKETCH OF DESCRIPTION 10288 US HIGHWAY 19 NORTH PINELLAS PARK

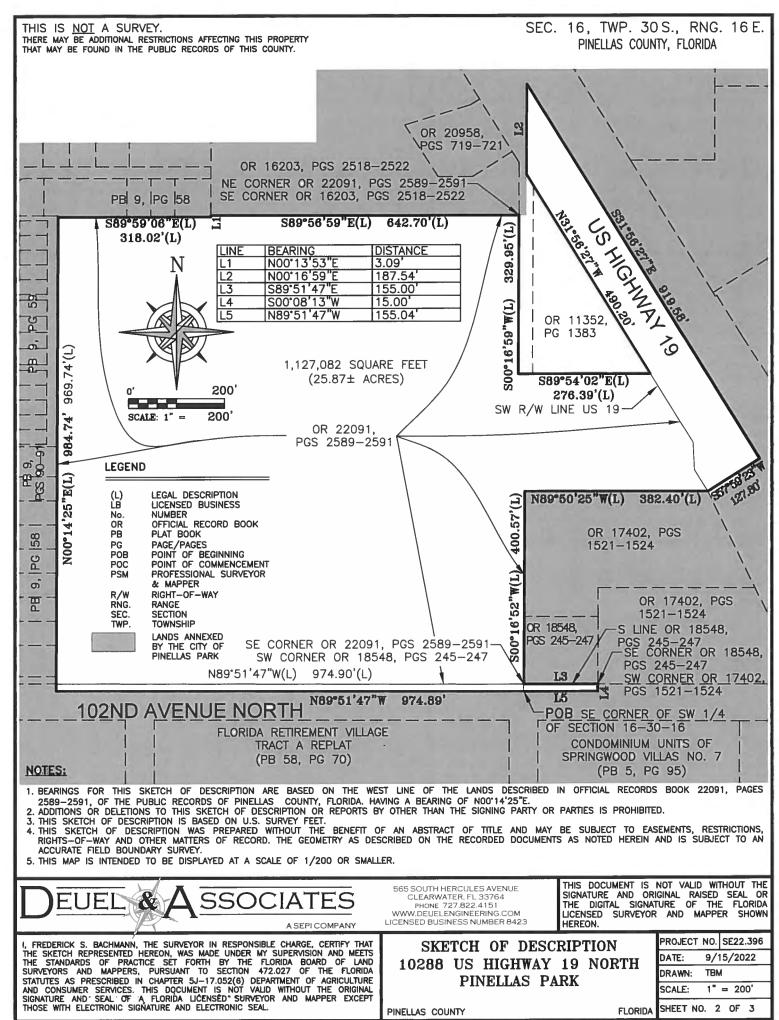
DRAWN: TBM SCALE: N/A

PROJECT NO. SE22.396

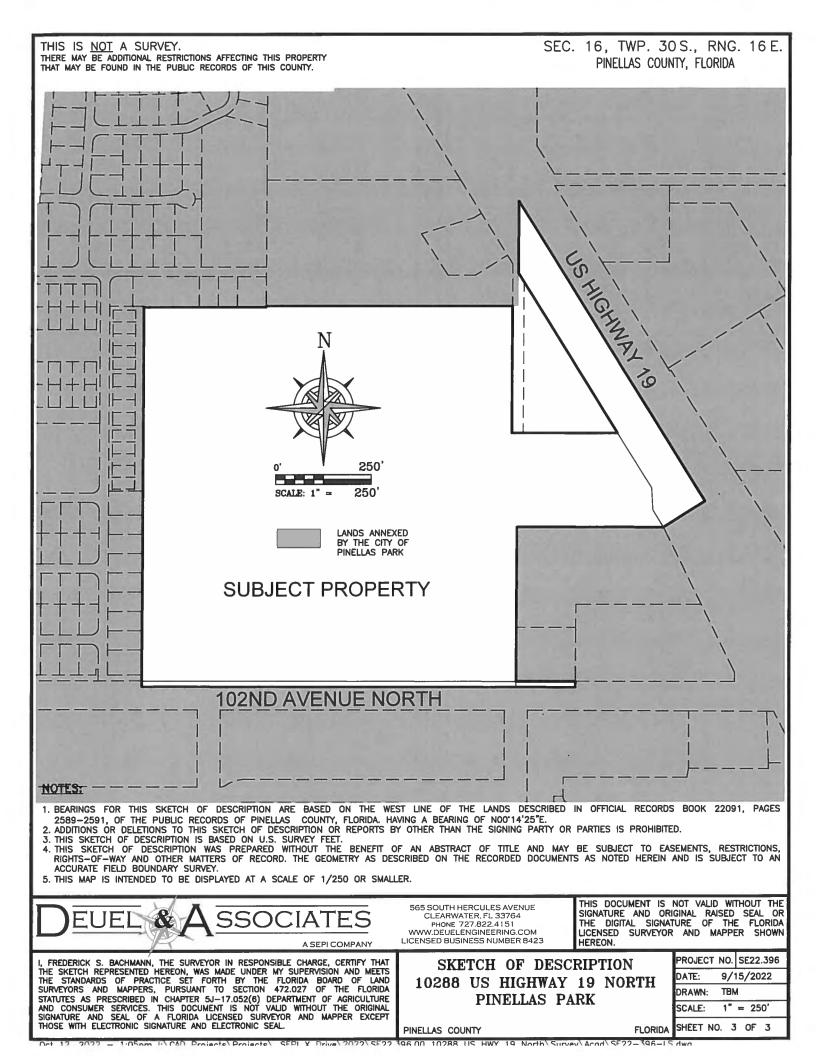
SHEET NO. 1 OF 3

9/15/2022

PINELLAS COUNTY



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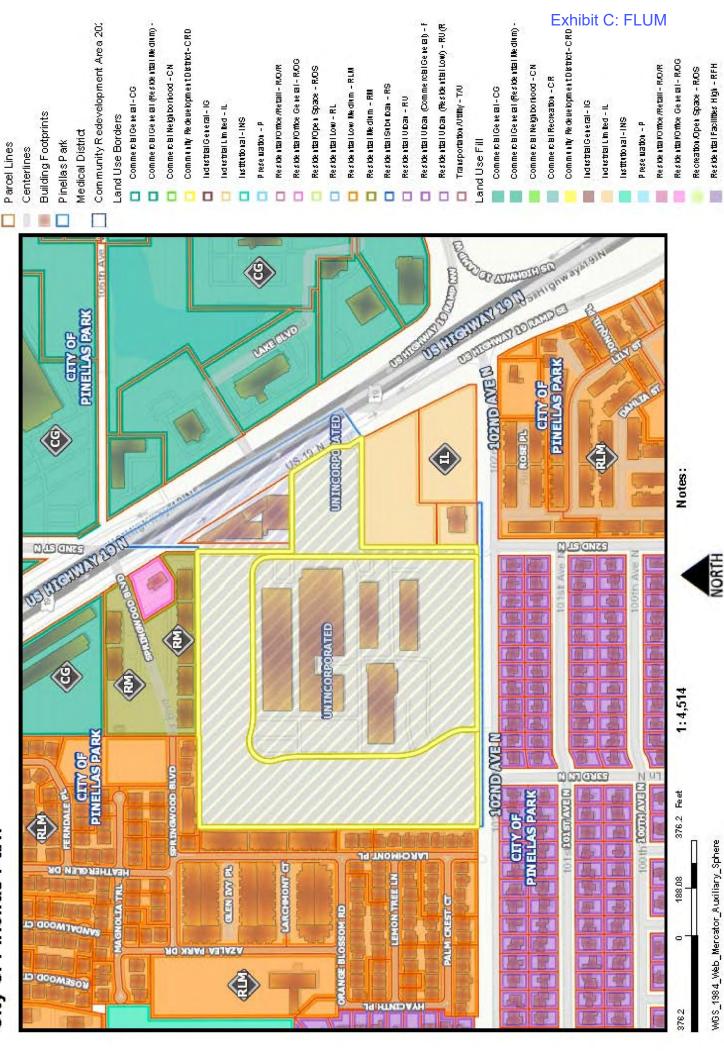
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Legend



# City of Pinellas Park

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