

## I. APPLICATION DATA

A. **Case Number:** CU-1022-00003 and VAR-0122-00006

B. **Location:** 6500 102<sup>nd</sup> Ave N. (Parcel Number 20-30-16-69804-200-0801)

C. **Request:**

- **CU-1022-00003:** Conditional Use approval for an Educational Institution located at 6500 102<sup>nd</sup> Ave N. in the General Commercial (B-1) Zoning District, with a waiver for the required minimum setback of twenty-five (25) feet from any property line.
- **VAR-0122-00006:** Variance to Sec.18-1503.9.(A)7 of the Land Development Code (LDC) to allow pavers to encroach to within zero (0) feet of the side yard property line.

D. **Applicant:** Classical Christian School for the Arts

E. **Authorized Agent:** Matt Hammer

F. **Property Owner:** Classical Christian School for the Arts

G. **Legal Ad Text:** Conditional Use approval for an Educational Institution located at 6500 102<sup>nd</sup> Ave N. in the General Commercial (B-1) Zoning District, with a waiver for the required minimum setback of twenty-five (25) feet from any property line, and a variance to allow pavers within the side yard setback.

H. **PARC Meeting:** January 25, 2022

I. **Public Hearings:**

**Planning and Zoning Commission Hearing Date:** November 3, 2022

**Advertising Date:** October 19, 2022

**City Council Hearing Date:** December 8, 2022

**Advertising Date:** November 23, 2022

## II. BACKGROUND INFORMATION

A. **Case Summary:**

The proposed use of the subject property is an Educational Institution, which is a conditional use in the General Commercial (B-1) zoning district. The Educational Institution will consist of approximately 24 employees and 170 students (grades K-12). The proposed use meets most of the conditional use criteria per Section 18-1531:

- a) Review by Planning and Zoning Commission and approval by City Council. *In progress.*
- b) Direct access onto either an arterial, arterial frontage or collector street, or as otherwise approved by the Traffic Division Director after determination of acceptable traffic impacts on adjacent roads of lesser classification. *Criteria has been met. Direct access to 102<sup>nd</sup> Avenue N., which is classified as a collector street.*

- c) Uses of land shall be limited to accredited educational facilities including buildings for classrooms, administrations, maintenance, gymnasiums, athletic fields, stadia, and playgrounds. *Criteria has been met. Land use is limited to educational facilities.*
- d) Minimum setback of twenty-five (25) feet from any property line, unless the district regulations require a greater setback. *Waiver required. The existing structure was constructed in accordance with General Commercial (B-1) setback requirements.*
- e) Any playground or athletic field or stadium shall be bordered by a wall or fence at least eight (8) feet in height. *The applicant has applied for a permit for an 8-foot fence around the playground.*

The applicant is also requesting a variance from Sec.18-1503.9.(A)7 of the LDC to allow existing concrete pavers to be located within the side yard setback.

**B. Site Area:** 114,998 square feet / 2.64 acres

**C. Property History:**

In 1986, a 22,352 square foot pre-engineered metal, slab on grade building was constructed. It was used as a bowling alley and operated until 2008. In 2008, numerous building permits were issued to reconfigure the structure's interior layout to accommodate administrative offices for Coordinated Child Care of Pinellas Inc., a non-profit organization.

In 2016, AMIKids Pinellas Inc., another non-profit organization, established a trade school (limited to business, medical and personal services), which operated until February 2020. In May of 2021, the property was purchased by Classical Christian School for the Arts.

The following easement agreements have been established with the subject property:

- Storm Drainage and Utility Easement Agreement (O.R. Book 15219, Page 2674)
- Sanitary Sewer Easement (O.R. Book 4828, Page 1676)
- Signage Easement Agreement (O.R. Book 15057, Page 54)
- Ingress/Egress Easement Agreement (O.R. Book 15057, Page 47)

**D. Existing Use:** Schools, Trade (limited to business, medical and personal services)

**E. Proposed Uses:** Educational Institution (Private K-12)

**F. Current Land Use:** Commercial General (CG)

**G. Current Zoning District:** General Commercial (B-1)

**H. Flood Zone:** The subject property is located in Flood Zone X, which is a low-risk flood zone.

**I. Evacuation Zone:** This property is in Evacuation Zone D, which is the fourth level to evacuate in preparation for a storm. Zone D is evacuated when storm surge height is predicted to be up to 28 feet.

**J. Vicinity Characteristics:**

	<b>Zoning</b>	<b>Land Use</b>	<b>Existing Use</b>
<b>North</b>	B-1	CG	Shopping Center
<b>South</b>	CH	CG	Retail Trade and Wholesale
<b>East</b>	R-1	RU	Single-Family Residential
<b>West</b>	B-1	CG	Recreation Center, Restaurant, and Child Daycare Center

### 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 manner designed to provide communitywide and countywide commercial goods and services; and to recognize such areas as primarily consistent with the need, relationship to adjoining uses and with the objective of encouraging a consolidated, concentrated commercial center providing for the full spectrum of commercial uses.*

**2. Key Standards:**

**Use Characteristics** - Those uses appropriate to and consistent with this category include:

**Primary Uses** - Office; Personal Service/Office Support; Retail Commercial; Commercial/Business Service; Wholesale/Distribution (Class A); Storage/Warehouse (Class A); Temporary Lodging.

**Secondary Uses** - Commercial Recreation; Residential; Residential Equivalent; Institutional; Transportation/Utility; Recreation/Open Space; Research/Development; Light Manufacturing/Assembly (Class A)

**Locational Characteristics** – This category is generally appropriate to locations in and adjacent to activity centers where surrounding land uses support and are compatible with intensive commercial use; and in areas in proximity to and with good access to major transportation facilities, including mass transit.

**Density/Intensity** – Shall include the following:

**Non-Residential Use** – Shall not exceed a floor area ratio (FAR) of .55, nor an impervious surface ratio (ISR) of .90, except as provided for in the “Special Rules” of the Countywide Plan Rules. The standard for the purpose of establishing relative intensity and potential impacts shall be a FAR of .33 and an ISR of .68.

**3. Relevant Policies:**

**POLICY LU.1.2.4**

*Through the development regulations, protection and buffering shall be provided for incompatible land uses that abut each other.*

**POLICY LU.1.8.5**

*Conditional uses authorized by the City Council and the Community Redevelopment Agency shall be consistent with the Comprehensive Plan.*

**POLICY LU.1.15.3**

*Off-street parking for all new development and redevelopment shall provide safe pedestrian and vehicle movement, as well as ingress/egress.*

**POLICY LU.1.15.6**

*Unightly areas such as loading docks, refuse collection areas, outdoor storage areas, etc., shall be screened from roadways and residential properties.*

**4. Staff Analysis:**

The proposed use of an Educational Institution is appropriate for the Commercial General (CG) Land Use Designation, and is considered a secondary use. The existing landscaping, 6-foot high masonry wall, off-street parking, and proposed refuse collection area are in compliance with the aforementioned policies.

Staff finds the proposed use to be consistent with and supported by the land use designation and the Goals, Objectives, and Policies of the Comprehensive Plan.

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

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

*The "B-1" General Commercial District is established to identify and provide those geographic areas within the City of Pinellas Park that are appropriate for the development and maintenance of a general commercial environment with supportive medium density residential. This district is intended for a wide variety of consumer-*

oriented commercial uses and activities located in proximity to major thoroughfares and to residential concentrations, together with accessory uses and public facilities customary to or required for such an environment.

This district is appropriate for areas designated on the Official Land Use Plan Map as either Residential Medium (RM), Residential/Office/Retail (R/O/R), Residential/Office General (R/OG), Commercial General (CG), Commercial Recreation (CR), Resort Facilities High (RFH) or Community Redevelopment District (CRD).

## 2. Key Standards:

### **Sec. 18-1520. - "B-1" GENERAL COMMERCIAL DISTRICT**

#### **Sec. 18-1520.3. - PERMITTED AND CONDITIONAL USES.**

<b>Land Use</b>	<b>Approval Type</b>	<b>Conditions</b>
<i>Educational Institutions (elementary, middle, senior)</i>	C	<i>Subject to section 18-1520.3.</i>

#### **Sec. 18-1520.4. - 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 September 26, 1963 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: Twenty (20) feet.
3. Side Yard Setback: Five (5) feet; ten (10) feet is required if abutting a residential zoning district.
4. Rear Yard Setback: Fifteen (15) feet.
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.
7. Refer to Section 18-1504.3(G) (2) for special yard setbacks for additions to buildings in existence as of August 14, 1997.

##### **(C) MAXIMUM LOT COVERAGE.** Seventy-five (75) percent.

##### **(E) MAXIMUM BUILDING HEIGHT.** Fifty (50) feet. See Section 18-1503.13, "Exclusion from Height Limits", for height limit exclusions.

##### **(F) MINIMUM BUILDING SEPARATION.** See Section 18-1530.17, "Minimum Building Separation"

##### **(G) FLOOR AREA RATIO.**

##### **1. Nonresidential Uses:**

- a. Thirty hundredths (0.30) in R/O/R.
- b. Thirty-five hundredths (0.35) in R/OG.
- c. Forty-five hundredths (0.45) in CG.
- d. Forty-five hundredths (0.45) in CRD.
- e. Forty-five hundredths (0.45) in RM.
- f. Forty-five hundredths (0.45) in CR.
- g. Forty-five hundredths (0.45) in RFH.

## **SECTION 18-1531. – CONDITIONAL USE REGULATIONS**

### **Sec. 18-1531.10. - LIST OF CONDITIONAL USES AND REQUIREMENTS**

#### **29. Educational Institutions-Private (Elementary, Middle, and Senior).**

- a) Review by Planning and Zoning Commission and approval by City Council.
- b) Direct access onto either an arterial, arterial frontage or collector street, or as otherwise approved by the Traffic Division Director after determination of acceptable traffic impacts on adjacent roads of lesser classification.
- c) Uses of land shall be limited to accredited educational facilities including buildings for classrooms, administrations, maintenance, gymnasiums, athletic fields, stadia and playgrounds.



- d) *Minimum setback of twenty-five (25) feet from any property line, unless the district regulations require a greater setback.*
- e) *Any playground or athletic field or stadium shall be bordered by a wall or fence at least eight (8) feet in height.*

**SECTION 18-1532. - OFF-STREET PARKING AND LOADING REGULATIONS**

**Sec. 18-1532.9. - MINIMUM OFF-STREET PARKING SPACE REQUIREMENTS.**

**C) PUBLIC/SEMI-PUBLIC USES.**

- 6. *Schools.*
  - a) *Elementary, Junior or Middle: Two (2) per classroom plus one (1) per five (5) seats in any assembly area.*
  - b) *Senior: Five (5) per classroom and study area and one (1) per five (5) seats in any assembly area.*

**SECTION 18-1537. - VARIANCES**

**Sec. 18-1537.2. - VARIANCE REVIEW CRITERIA.**

- (A) *A variance from the terms of this Article shall not be granted unless and until a written application for a variance is submitted demonstrating:*
  - 1. *That special conditions and circumstances exist which are peculiar to the land or building involved, and which are not applicable to other lands or buildings in the same district; and*
  - 2. *That literal interpretation of the provisions of this Article would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Article; and*
  - 3. *That the special conditions and circumstances do not result from the actions of the applicant; and*
  - 4. *That granting the variance requested will not confer on the applicant any special privilege that is denied by this Article to other lands or buildings in the same district; and*
  - 5. *That the requested variance is the minimum variance that will make possible the reasonable use of the land or building; and*
  - 6. *That the granting of the variance will be in harmony with the general intent and purpose of this Article, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.*

**3. Staff Analysis:**

The proposed use of an Educational Institution is a conditional use within the General Commercial (B-1) Zoning District. The applicant proposes to meet all conditional use criteria. Previously, the subject property was used as a trade school (limited to business, medical and personal services). The proposed use is similar and should not negatively impact neighboring properties.

The subject property abuts Single-Family Residential (R-1) zoning to the east; however, the property was developed with adequate buffering to mitigate any adverse impacts, including appropriate landscaping and a 6-foot high masonry wall. The existing structure was constructed in accordance with the General Commercial (B-1) Zoning District setbacks, and will not be required to adhere to the conditional use setback requirements set forth in Sec.18-1531.10 of the Land Development Code.

With the change in use, parking is required to be brought up to code. A minimum of fifty 50 parking spaces are required, based on the number of enrolled students at the time of application and amount of assembly areas. At the time of application, there were 121 students in grades K-8 and 49 in grades 9-12 with 1 designated assembly area. The site has adequate parking to meet this requirement.

**C. Project Application Review Committee (PARC) Comments:**

The application was discussed at the October 19, 2021 PARC meeting by all relevant departments/divisions. A few comments and concerns were raised by staff with regard to the request:

- 1. The City shouldn't approve concrete pavers south of the playground. A retention pond in that area has been filled in without approval. Adding impervious surfaces here could create future flooding issues. *This has been resolved. Applicant has obtained an ERP from the Southwest Florida Water Management District (SWFWMD).*

2. What are the standards or requirements for constructing a playground?  
*The U.S. Consumer Product Safety Commission published a Public Playground Safety Handbook. Inspections can be requested by the property owner and performed by CPSI certified city employees.*

#### IV. SUMMARY

##### A. Findings:

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

1. The proposed use meets the intent of the General Commercial (B-1) Zoning District, per Sec. 18-1520 of the Land Development Code.
2. The proposed use meets the Conditional Use requirements per Sec. 18-1531.10, and the Minimum Off-Street Parking Space requirements, per Sec. 18-1532.9.
3. The requested variance for the paved patio would be buffered from adjacent properties by a 6-foot high masonry wall.
4. The request is consistent with the Goals, Objectives, and Policies of the Comprehensive Plan.

##### B. Staff Recommendation:

Consistent with the above findings, staff recommends **APPROVAL** of case numbers CU-1022-00003 and VAR-0122-00006.

  
Erica Lindquist, AICP, CFM  
Planning & Development Services Director

12/5/22  
Date

  
Nick A. Colonna, AICP  
Community Development Administrator

12/5/22  
Date

#### V. ACTION

**PLANNING AND ZONING COMMISSION** – MOVE TO:

A. RECOMMEND APPROVAL

B. RECOMMEND APPROVAL WITH THE FOLLOWING CONDITION(S):

C. RECOMMEND DENIAL

....of a request for Conditional Use approval for an Educational Institution located at 6500 102<sup>nd</sup> Ave N. in the General Commercial (B-1) Zoning District, with a waiver for the required minimum setback of twenty-five (25) feet from any property line, and a variance to allow pavers within the side yard setback.

#### VI. ATTACHMENTS

- Exhibit A: Affidavit of Ownership and Legal Description
- Exhibit B: Site Plan
- Exhibit C: Survey
- Exhibit D: Aerial Map
- Exhibit E: Land Use Map
- Exhibit F: Zoning Map
- Exhibit G: Flood Insurance Rate Map
- Exhibit H: Site Photos
- Exhibit I: Variance Request Letter
- Exhibit J: Southwest Florida Water Management District (SWFMD) Permit Exemption



## **ADDENDUM**

**Case Numbers:** CU-1022-00003 and VAR-0122-00006

### **PLANNING AND ZONING COMMISSION**

On January 5, 2023, the Planning and Zoning Commission **RECOMMENDED APPROVAL** of case nos. CU-1022-00003 and VAR-0122-00006, with the following condition:

- The paver and concrete area on the east side of the subject property, adjacent to the residential properties, shall not be used for an outdoor classroom area. It shall be used by staff only.

### **V. ACTION**

#### **CITY COUNCIL– MOVE TO:**

**1: APPROVE**

**2: APPROVE WITH CONDITIONS**

**3: DENY**

... of a request for Conditional Use approval for an Educational Institution located at 6500 102<sup>nd</sup> Ave N. in the General Commercial (B-1) Zoning District, with a waiver for the required minimum setback of twenty-five (25) feet from any property line, and a variance to allow pavers within the side yard setback.

**CITY OF PINELLAS PARK**  
**AFFIDAVIT OF OWNERSHIP**

STATE OF FLORIDA - COUNTY OF PINELLAS:

NAMES OF ALL PROPERTY OWNERS:

DAN L BAKER, CLASSICAL CHRISTIAN SCHOOL  
FOR THE ARTS, INC. (NON-PROFIT CORPORATION)

being first duly sworn, depose(s) and say(s):

1. That (I am / we are) the owner(s) and record title holder(s) of the following described property:

ADDRESS OR GENERAL LOCATION:

6500 102<sup>nd</sup> AVE N PINELLAS PARK, FL 33782

LEGAL DESCRIPTION OF PROPERTY: (Type legal directly on this sheet. If too lengthy, type on separate sheet titled "Exhibit A" and attach.)

See Survey

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):

CONDITIONAL USE PERMIT

3. That the undersigned (has / have) appointed and (does / do) appoint MATT HAMMER 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.

[Signature]  
SIGNED (PROPERTY OWNER 1)

\_\_\_\_\_  
SIGNED (PROPERTY OWNER 2)

STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of

☒ physical presence or ☐ online notarization, this 14<sup>th</sup> day  
of October, 20 21.

By Dan L Baker, President, who is  
(Name of person acknowledging and title of position)

personally known to me or who has produced

\_\_\_\_\_  
(Type of identification) as identification and who DID (DID NOT)  
take an oath.

Notary Public, Commission No. GG 337831

Lori Kim Merrigan  
(Name of Notary- typed, printed or stamped)



(SEAL ABOVE)



Prepared by and Return to:  
Compass Land and Title, LLC  
360 Central Ave, Suite 450  
St Petersburg, FL 33701

## CORPORATE AUTHORIZATION TO SIGN DOCUMENTS

I, **Daniel L. Baker, President** of the following corporation: **Classical Christian School for the Arts, a Florida not for profit corporation**, (hereinafter the "Company"), do hereby certify that the Company is currently in good standing under the laws of its state and country and that neither the Company nor any of its principals have filed for bankruptcy since acquiring title to the subject property. Furthermore, hereby certifies that this is a true and correct resolution unanimously adopted by the Board of Directors of said Corporation, a quorum of its members being present at a special business meeting, held prior to the closing of the below referenced property, and that this resolution will not be revoked by any subsequent action of the Board of Directors of said Corporation, but will remain in full force and effect.

"Be it resolved, that Daniel L. Baker, the President of said Corporation, is hereby authorized and directed, with full and complete authority to:

- 1) Sell, Convey or borrow against any or all assets of the Corporation.
- 2) Execute all and any agreements in regards to the sale, refinance or purchase of the following property:

A portion of Farm 8 in Northwest Quarter of Section 20, Township 30 South, Range 16 East, Pinellas Farms, according to the map or plat thereof recorded in Plat Book 7, Pages 4 and 5 inclusive, of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part, being further described as follows:

Beginning at a point found by measuring from the Northwest corner of said Section 20, Township 30 South, Range 16 East, S00°16'43"E along the West line of said Section 658.09 feet to the Westerly extension of the South line of said Farm 8; thence S89°52'09"E, a distance of 383.00 feet to a point of said South line and the above mentioned point of beginning; thence N00°16'43"W, a distance of 300.00 feet; thence S89°52'09"E, a distance of 177.27 feet; thence N00°12'39"W, a distance of 318.29 feet to the South right of way line of 102nd Avenue North; thence along said line S89°53'22"E, a distance of 100.00 feet to the East line of said Farm 8; thence S00°12'39"E along the East line of said Farm 8 a distance of 618.32 feet, to the Southeast corner of said Farm 8; thence N89°52'09"W along the South line of said Farm a distance of 276.92 feet to the aforementioned point of beginning.

TOGETHER WITH perpetual, non-exclusive easements for the benefit of the above described parcel as created by and set forth in that certain Easement Agreement by and between Rocco Sarley and Joanna Sarley, Grantor, and McDonald's Restaurants of Florida, Inc., Grantee, recorded May 6, 1987, in Official Records Book 6487, Page 1909 and in that certain Easement Agreement by and between Rocco Sarley and Joanna Sarley, and Southland Roller Palace, Inc., Grantor(s), and McDonald's Restaurants of Florida, Inc., Grantee, recorded May 11, 1987, in Official Records Book 6490, Page 743.

TOGETHER WITH perpetual, non-exclusive easements for the benefit of the above described parcel as created by and set forth in that certain Grant of Easement for Signage by and between Astro Skate Pinellas Park, LLC., a Florida limited liability company, Grantor, and Broderick-GDBP, Inc., a Florida corporation, Grantee, recorded April 13, 2006, in Official Records Book 15057, Page 54; as affected by Amendment to Grant of Easement for Signage recorded January 8, 2008, in Official Records Book 16109, Page 2006.

Prepared by and Return to:  
Compass Land and Title, LLC  
360 Central Ave, Suite 450  
St Petersburg, FL 33701

TOGETHER WITH perpetual, non-exclusive easements for the benefit of the above described parcel as created by and between Astro Skate Pinellas Park, LLC., a Florida limited liability company, Grantor, and Broderick-GDBP, Inc., a Florida corporation set forth in that certain Amendment and Restated Grant of Easement for Ingress, Egress, and Access by and between recorded June 30, 2006, in Official Records Book 15219, Page 2667; and as affected by Amendment to Amended and Restated Grant of Easement for Ingress, Egress, and Access recorded January 8, 2008, in Official Records Book 16109, Page 2003.

TOGETHER WITH perpetual, non-exclusive easements for the benefit of the above described parcel as created by and set forth in that certain Amended and Restated Declaration and Grant of Reciprocal Easement for Storm Drainage and Utilities by and between Broderick-GDBP, Inc., a Florida corporation, and Astro Skate Pinellas Park, Inc., a Florida corporation, recorded June 30, 2006, in Official Records Book 15219, Page 2674; as affected by Amendment to Amended and Restated Declaration and Grant of Reciprocal Easement for Storm Drainage and Utilities recorded January 8, 2008 in Official Records Book 16109, Page 2008.

a/k/a 6500 102nd Ave N, Pinellas Park, Florida 33782

Witness

Witness

*Daniel L. Baker*

Daniel L. Baker, President

State of Florida

County of Pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 05/05/2021, by Daniel L. Baker, President of Classical Christian School for the Arts, a Florida not for profit corporation, who is/are personally known to me or who has produced \_\_\_\_\_ as identification.

*Lori Kim Merrigan*  
Notary Public

Print Name

My Commission Expires:

*Sept 7, 2023*

21-324



## COMPLIANCE AND TAX PRORATION AGREEMENT

DATE: 5/5/21

RE: FILE #: 21-324

SELLERS: Amikids Pinellas, Inc., a Florida not for profit corporation

BUYERS: Classical Christian School for the Arts, a Florida not for profit corporation

LEGAL DESCRIPTION: A portion of Farm 8 in Northwest Quarter of Section 20, Township 30 South, Range 16 East, Pinellas Farms, according to the map or plat thereof recorded in Plat Book 7, Pages 4 and 5 inclusive, of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part, being further described as follows:

Beginning at a point found by measuring from the Northwest corner of said Section 20, Township 30 South, Range 16 East, S00°16'43"E along the West line of said Section 658.09 feet to the Westerly extension of the South line of said Farm 8; thence S89°52'09"E, a distance of 383.00 feet to a point of said South line and the above mentioned point of beginning; thence N00°16'43"W, a distance of 300.00 feet; thence S89°52'09"E, a distance of 177.27 feet; thence N00°12'39"W, a distance of 318.29 feet to the South right of way line of 102nd Avenue North; thence along said line S89°53'22"E, a distance of 100.00 feet to the East line of said Farm 8; thence S00°12'39"E along the East line of said Farm 8 a distance of 618.32 feet, to the Southeast corner of said Farm 8; thence N89°52'09"W along the South line of said Farm a distance of 276.92 feet to the aforementioned point of beginning.

TOGETHER WITH perpetual, non-exclusive easements for the benefit of the above described parcel as created by and set forth in that certain Easement Agreement by and between Rocco Sarley and Joanna Sarley, Grantor, and McDonald's Restaurants of Florida, Inc., Grantee, recorded May 6, 1987, in Official Records Book 6487, Page 1909 and in that certain Easement Agreement by and between Rocco Sarley and Joanna Sarley, and Southland Roller Palace, Inc., Grantor(s), and McDonald's Restaurants of Florida, Inc., Grantee, recorded May 11, 1987, in Official Records Book 6490, Page 743.

TOGETHER WITH perpetual, non-exclusive easements for the benefit of the above described parcel as created by and set forth in that certain Grant of Easement for Signage by and between Astro Skate Pinellas Park, LLC., a Florida limited liability company, Grantor, and Broderick-GDBP, Inc., a Florida corporation, Grantee, recorded April 13, 2006, in Official Records Book 15057, Page 54; as affected by Amendment to Grant of Easement for Signage recorded January 8, 2008, in Official Records Book 16109, Page 2006.

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15219, Page 2667; and as affected by Amendment to Amended and Restated Grant of Easement for Ingress, Egress, and Access recorded January 8, 2008, in Official Records Book 16109, Page 2003.

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CLOSING AGENT: Compass Land & Title, LLC

**We, the undersigned Seller(s) and Buyers(s) of the above captioned property, hereby acknowledge that the following are conditions regarding the transfer of the above captioned property:**

1. That all contingencies set forth in the Contract of Sale have been complied with:
2. That the proration of taxes as shown by the closing statement on this date has been made on the basis of:  
\_\_\_\_\_ Estimated taxes for the year [ current tax year ] based on the tax bill for the year [prior tax year] in the amount of \$, or  
\_\_\_\_\_ An estimate of the current year's taxes, based on the latest information with regard to current millage, assessed valuation and exemption allowed, \$, estimated for the year 2021.  
\_\_\_X\_\_\_ No tax proration has been made.
3. That it is understood by the Buyer(s) and Seller(s) with respect to tax proration, that the following shall apply:  
\_\_\_\_\_ Both parties have accepted such proration as a final determination of liability for taxes between the parties; or;  
\_\_\_\_\_ When current year's tax bills are available, the parties will make such further adjustments as might be necessary. This adjustment will be made directly between the parties and not through Compass Land & Title, LLC
4. That all utility bills (unrecorded assessments and association dues, if applicable), including but not limited to water, sewer, gas, garbage and electric are the responsibility of the parties involved in this transaction and not that of the closing agent. All matters in regards to utility bills (unrecorded assessments and association dues will be handled outside of closing even if such matters appear on the closing statement.
5. That each party will fully cooperate to adjust for clerical errors on any or all closing documentation, if necessary.
6. Seller(s) acknowledges that the payoff statements received by Compass Land & Title, LLC from current mortgagees may be subject to said mortgagee's final audit after receipt of the payoff funds resulting in a demand by said mortgagees for additional funds. Seller(s), upon request, agree to forward said funds



forthwith.

7. This shall confirm the undersigned's consent, as per Rule 4-21.010(3) of the Florida Administrative Code, to the placement of the settlement funds for the above referenced transaction into an interest bearing escrow account in the name of Compass Land & Title, LLC and to further confirm that the interest earned on such account will be the property of Compass Land & Title, LLC.

Amikids Pinellas, Inc., a Florida not for  
profit corporation

  
\_\_\_\_\_  
Joseph Lettelleir, President

- Seller

Classical Christian School for the Arts, a  
Florida not for profit corporation

\_\_\_\_\_  
Daniel L. Baker, President

- Buyer

forthwith.


7. This shall confirm the undersigned's consent, as per Rule 4-21.010(3) of the Florida Administrative Code, to the placement of the settlement funds for the above referenced transaction into an interest bearing escrow account in the name of Compass Land & Title, LLC and to further confirm that the interest earned on such account will be the property of Compass Land & Title, LLC.

Amikids Pinellas, Inc., a Florida not for  
profit corporation

\_\_\_\_\_  
Joseph Lettelleir, President

- Seller

Classical Christian School for the Arts, a  
Florida not for profit corporation

  
\_\_\_\_\_  
Daniel L. Baker, President

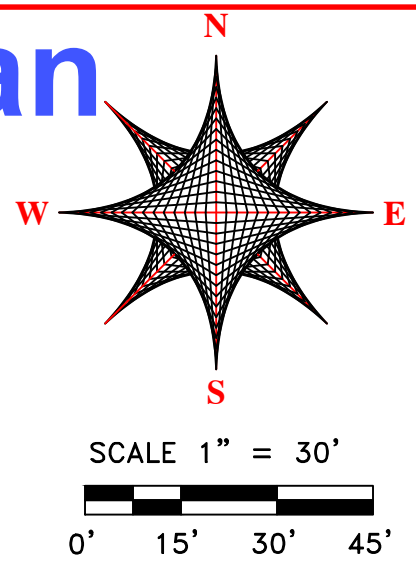
- Buyer



# ALTA/NSPS LAND TITLE SURVEY

## TOPOGRAPHIC AND TREE SURVEY

### Exhibit B- Site Plan



SCHEDULE B-11 EXCEPTIONS (COMMITMENT NO. 9207958; FEBRUARY 26, 2021)  
ITEMS 1 THROUGH 3: NOT A MATTER OF SURVEY.

ITEM 4. REFER TO EASEMENT TO FLORIDA POWER CORPORATION, DATED JANUARY 26, 1978, IN OFFICIAL RECORDS BOOK 4783, PAGE 334 (SHOWN HEREON)

ITEM 5. EASEMENT BY AND BETWEEN T.R. TIMBLIN AND HELEN M. TIMBLIN, GRANTOR, AND CITY OF PINELLAS PARK, FLORIDA, GRANTEE, RECORDED MARCH 20, 1979, IN OFFICIAL RECORDS BOOK 4828, PAGE 1676. (BLANKET EASEMENT)

ITEM 6. EASEMENT BY AND BETWEEN SOUTHLAND RECREATION ENTERPRISES, INC., GRANTOR, AND CITY OF PINELLAS PARK, FLORIDA, GRANTEE, RECORDED MARCH 20, 1979, IN OFFICIAL RECORDS BOOK 4828, PAGE 1677. (BLANKET EASEMENT)

ITEM 7. REFER TO TERMS AND CONDITIONS OF EASEMENT AGREEMENT BY AND BETWEEN ROCCO SARLEY AND JOANNA SARLEY, GRANTOR, AND MCDONALD'S RESTAURANTS OF FLORIDA, INC., GRANTEE, RECORDED MAY 6, 1987, IN OFFICIAL RECORDS BOOK 6487, PAGE 1909. (SHOWN HEREON)

ITEM 8. TERMS AND CONDITIONS OF EASEMENT AGREEMENT BY AND BETWEEN ROCCO SARLEY AND JOANNA SARLEY, GRANTOR, AND MCDONALD'S RESTAURANTS OF FLORIDA, INC., GRANTEE, RECORDED MAY 11, 1987, IN OFFICIAL RECORDS BOOK 6490, PAGE 743. (NOT A MATTER OF SURVEY)

ITEM 9. REFER TO TERMS AND CONDITIONS OF GRANT OF EASEMENT FOR INGRESS, EGRESS, AND ACCESS BY AND BETWEEN ASTRO SKATE PINELLAS PARK, LLC., A FLORIDA LIMITED LIABILITY COMPANY, GRANTOR, AND BRODERICK-GDBP, INC., A FLORIDA CORPORATION, GRANTEE, RECORDED APRIL 13, 2006, IN OFFICIAL RECORDS BOOK 15057, PAGE 47; AS AFFECTED BY AMENDMENT AND RESTATED GRANT OF EASEMENT FOR INGRESS, EGRESS, AND ACCESS RECORDED JUNE 30, 2006, IN OFFICIAL RECORDS BOOK 15219, PAGE 2667; AND AS AFFECTED BY AMENDMENT TO AMENDED AND RESTATED GRANT OF EASEMENT FOR INGRESS, EGRESS, AND ACCESS RECORDED JANUARY 8, 2008, IN OFFICIAL RECORDS BOOK 16109, PAGE 2003. (SHOWN HEREON)

ITEM 10. REFER TO TERMS AND CONDITIONS OF GRANT OF EASEMENT FOR SIGNAGE BY AND BETWEEN ASTRO SKATE PINELLAS PARK, LLC., A FLORIDA LIMITED LIABILITY COMPANY, GRANTOR, AND BRODERICK-GDBP, INC., A FLORIDA CORPORATION, GRANTEE, RECORDED APRIL 13, 2006, IN OFFICIAL RECORDS BOOK 15057, PAGE 54; AS AFFECTED BY AMENDMENT TO GRANT OF EASEMENT FOR SIGNAGE RECORDED JANUARY 8, 2008, IN OFFICIAL RECORDS BOOK 16109, PAGE 2006. (SHOWN HEREON)

ITEM 11. REFER TO TERMS AND CONDITIONS OF DECLARATION AND GRANT OF RECIPROCAL EASEMENT FOR STORM DRAINAGE AND UTILITIES BY AND BETWEEN BRODERICK-GDBP, INC., A FLORIDA CORPORATION, AND ASTRO SKATE PINELLAS PARK, INC., A FLORIDA CORPORATION, RECORDED APRIL 13, 2006 IN OFFICIAL RECORDS BOOK 15057, PAGE 62; AS AFFECTED BY AMENDED AND RESTATED DECLARATION AND GRANT OF RECIPROCAL EASEMENT FOR STORM DRAINAGE AND UTILITIES RECORDED JUNE 30, 2006, IN OFFICIAL RECORDS BOOK 15219, PAGE 2674; AS AFFECTED BY AMENDMENT TO AMENDED AND RESTATED DECLARATION AND GRANT OF RECIPROCAL EASEMENT FOR STORM DRAINAGE AND UTILITIES RECORDED JANUARY 8, 2008 IN OFFICIAL RECORDS BOOK 16109, PAGE 2008. (SHOWN HEREON)

ITEM 12. REFER TO PROPERTY OWNER'S ACKNOWLEDGMENT OF UNITY OF TITLE TO COORDINATED CHILD CARE OF PINELLAS, INC., RECORDED AUGUST 7, 2008 IN OFFICIAL RECORDS BOOK 16343, PAGE 1141. (SHOWN HEREON)

ITEM 13. REFER TO ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER, SEWER OR GAS SYSTEM SUPPLYING THE INSURED LAND. (NOT A MATTER OF SURVEY)

ITEM 14. REFER TO RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE INSURED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOT A MATTER OF SURVEY)

POINT OF COMMENCEMENT  
SOUTHEAST CORNER OF SECTION  
28, TOWNSHIP 28 SOUTH, RANGE  
16 EAST

168  
169  
168

358.09'(L)

WEST LINE OF SECTION 20

658.09'(L)

50.00'(L)

S 00°16'43" E

EAST RIGHT-OF-WAY LINE OF 66TH STREET (SR 693)

300.00'(L)

300.09'(F)

18.6'

3.5'

12" R.C.P. INV.=11.44'

12" R.C.P. INV.=11.96'

12" R.C.P. INV.=11.38'

12" R.C.P. INV.=11.65'

12" R.C.P. INV.=11.89'

12" R.C.P. INV.=11.44'

12" R.C.P. INV.=11.96'

12" R.C.P. INV.=11.38'

12" R.C.P. INV.=11.65'

12" R.C.P. INV.=11.89'

12" R.C.P. INV.=11.44'

12" R.C.P. INV.=11.96'

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12" R.C.P. INV.=11.38'

12" R.C.P. INV.=11.65'

12" R.C.P. INV.=11.89'

12" R.C.P. INV.=11.44'

12" R.C.P. INV.=11.96'

12" R.C.P. INV.=11.38'

TREE LEGEND (SIZE AS NOTED)

- PALM TREE
- OAK TREE
- CARROTWOOD TREE

ZONE: BWL A1/SKT/P1 H1 (34)

ASTRO SKATE PINELLAS PARK LLC  
A PORTION OF FARM 8  
PLAT BOOK 7, PAGES 4 AND 5

INGRESS/EGRESS AND DRAINAGE EASEMENT  
O.R. BOOK 15057, PAGE 62  
O.R. BOOK 15219, PAGE 2674  
O.R. BOOK 16109, PAGE 2674  
O.R. BOOK 16109, PAGE 2003  
O.R. BOOK 15057, PAGE 47  
O.R. BOOK 15219, PAGE 2667  
O.R. BOOK 16343, PAGE 1141

WESTERLY EXTENSION OF THE SOUTH LINE FARM 8

S 89°52'09" E 283.00'(L)

FIR 1/2"

TOP OF CONTROL STRUCTURE=13.45'

8" UNDERDRAIN INV.=11.52'(COVERED WITH CEMENT)

BOTTOM OF CONTROL STRUCTURE=11.40'

THROAT ELEVATION=12.48'

POINT OF BEGINNING

12" R.C.P. INV.=11.44'

12" R.C.P. INV.=11.96'

12" R.C.P. INV.=11.38'

12" R.C.P. INV.=11.65'

12" R.C.P. INV.=11.89'

12" R.C.P. INV.=11.44'

12" R.C.P. INV.=11.96'

12" R.C.P. INV.=11.38'

12" R.C.P. INV.=11.65'

12" R.C.P. INV.=11.89'

12" R.C.P. INV.=11.44'

12" R.C.P. INV.=11.96'

12" R.C.P. INV.=11.38'

12" R.C.P. INV.=11.65'

12" R.C.P. INV.=11.89'

12" R.C.P. INV.=11.44'

12" R.C.P. INV.=11.96'

12" R.C.P. INV.=11.38'

ZONING INFORMATION PROVIDED PINELLAS COUNTY PROPERTY APPRAISER

A PORTION OF FARM 8 IN NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS PARK, FLORIDA, IS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGES 4 AND 5 INCLUSIVE, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOUND BY MEASURING FROM THE NORTHWEST CORNER OF SAID SECTION 20, TOWNSHIP 30 SOUTH, RANGE 16 EAST, 500°16'43"E ALONG THE WEST LINE OF SAID SECTION 658.09 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID FARM 8; THENCE S89°52'09"E, A DISTANCE OF 383.00 FEET TO A POINT OF SAID SOUTH LINE AND THE ABOVE MENTIONED POINT OF BEGINNING; THENCE N00°16'43"W, A DISTANCE OF 300.00 FEET; THENCE S89°52'09"E, A DISTANCE OF 177.27 FEET; THENCE N00°12'39"W, A DISTANCE OF 318.29 FEET TO THE SOUTH RIGHT OF WAY LINE OF 102ND AVENUE NORTH; THENCE ALONG SAID LINE S89°53'22"E, A DISTANCE OF 100.00 FEET TO THE EAST LINE OF SAID FARM 8; THENCE S00°12'39"E ALONG THE EAST LINE OF SAID FARM 8 A DISTANCE OF 618.32 FEET, TO THE SOUTHEAST CORNER OF SAID FARM 8; THENCE N89°52'09"W ALONG THE SOUTH LINE OF SAID FARM 8 A DISTANCE OF 276.92 FEET TO THE FOREMENTIONED POINT OF BEGINNING.

TOGETHER WITH PERPETUAL, NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF THE ABOVE DESCRIBED PARCEL AS CREATED BY AND SET FORTH IN THAT CERTAIN EASEMENT AGREEMENT BY AND BETWEEN ROCCO SARLEY AND JOANNA SARLEY, GRANTOR, AND MCDONALD'S RESTAURANTS OF FLORIDA, INC., GRANTEE, RECORDED MAY 6, 1987, IN OFFICIAL RECORDS BOOK 6487, PAGE 1909 AND IN THAT CERTAIN EASEMENT AGREEMENT BY AND BETWEEN ROCCO SARLEY AND JOANNA SARLEY, GRANTOR, AND SOUTHLAND ROLLER PALACE, INC., GRANTOR(S), AND MCDONALD'S RESTAURANTS OF FLORIDA, INC., GRANTEE, RECORDED MAY 11, 1987, IN OFFICIAL RECORDS BOOK 6490, PAGE 743.

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80' RIGHT-OF-WAY(F) 43.0'± ASPHALT ROAD  
102ND AVENUE NORTH  
S 89°53'22" E 100.00'(L)  
S 89°50'55" E 100.27'(F)

CONCRETE CURB  
CONCRETE SIDEWALK  
CONCRETE  
FIR 1/2"

SOUTH RIGHT-OF-WAY LINE OF 102ND AVENUE NORTH

LOT 31

LOT 32

LOT 33

LOT 34

LOT 35

LOT 36

LOT 37

LOT 38

LOT 39

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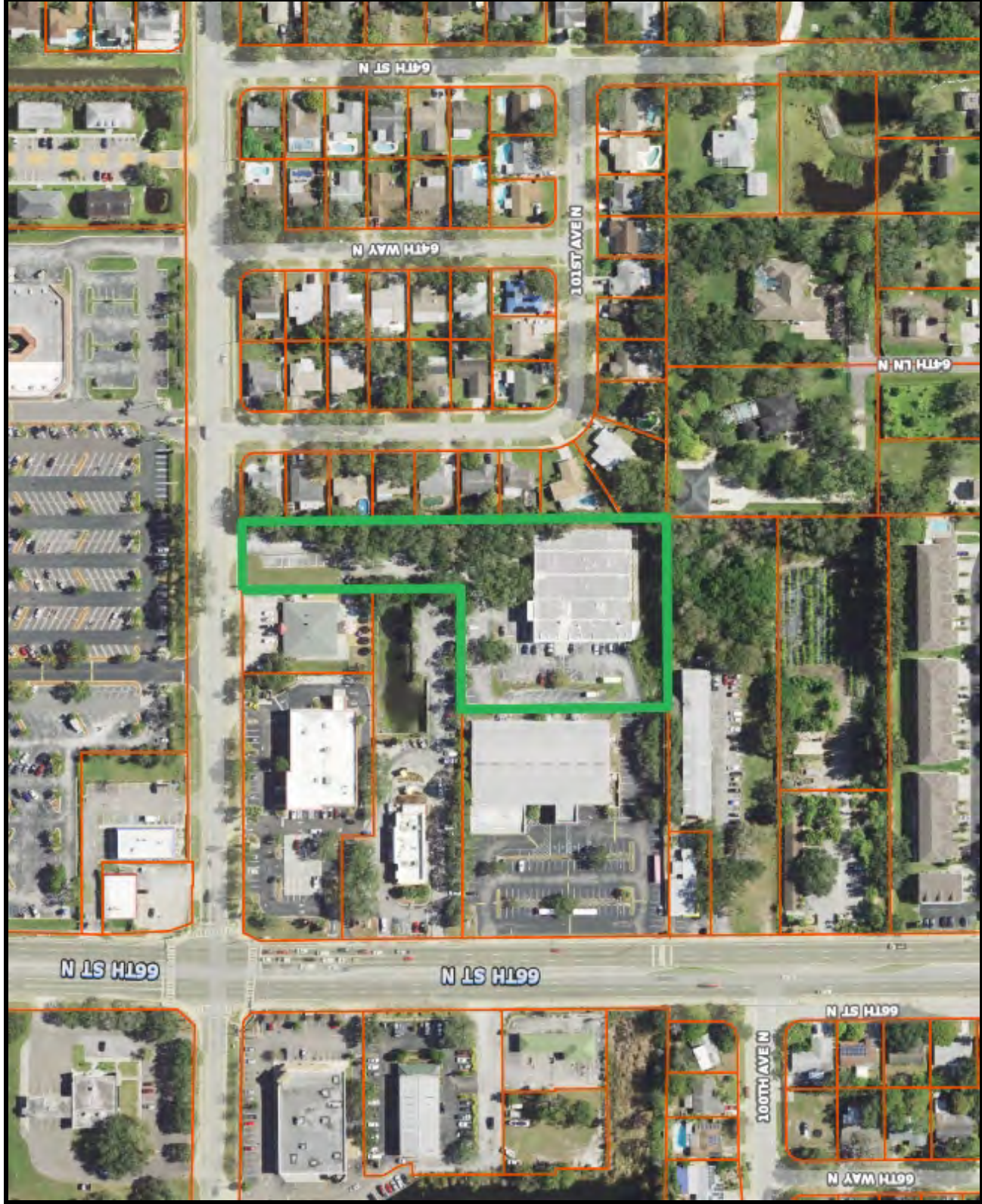




# Aerial Map

## Legend

- Master Address Points
- Parcel Lines
- Centerlines
- Private Roads
- Medical District
- Community Redevelopment Area 20;
- Rights of Way
- Annexation Amendment Agreement
- Holes
- Fairways
- Greens
- Course
- Neighboring Cities
  - Town of Kenneth City
  - City of Largo
  - City of Seminole
  - City of St. Petersburg
  - Unincorporated



Notes:



1:2,851

237.6 0 118.79 237.6 Feet

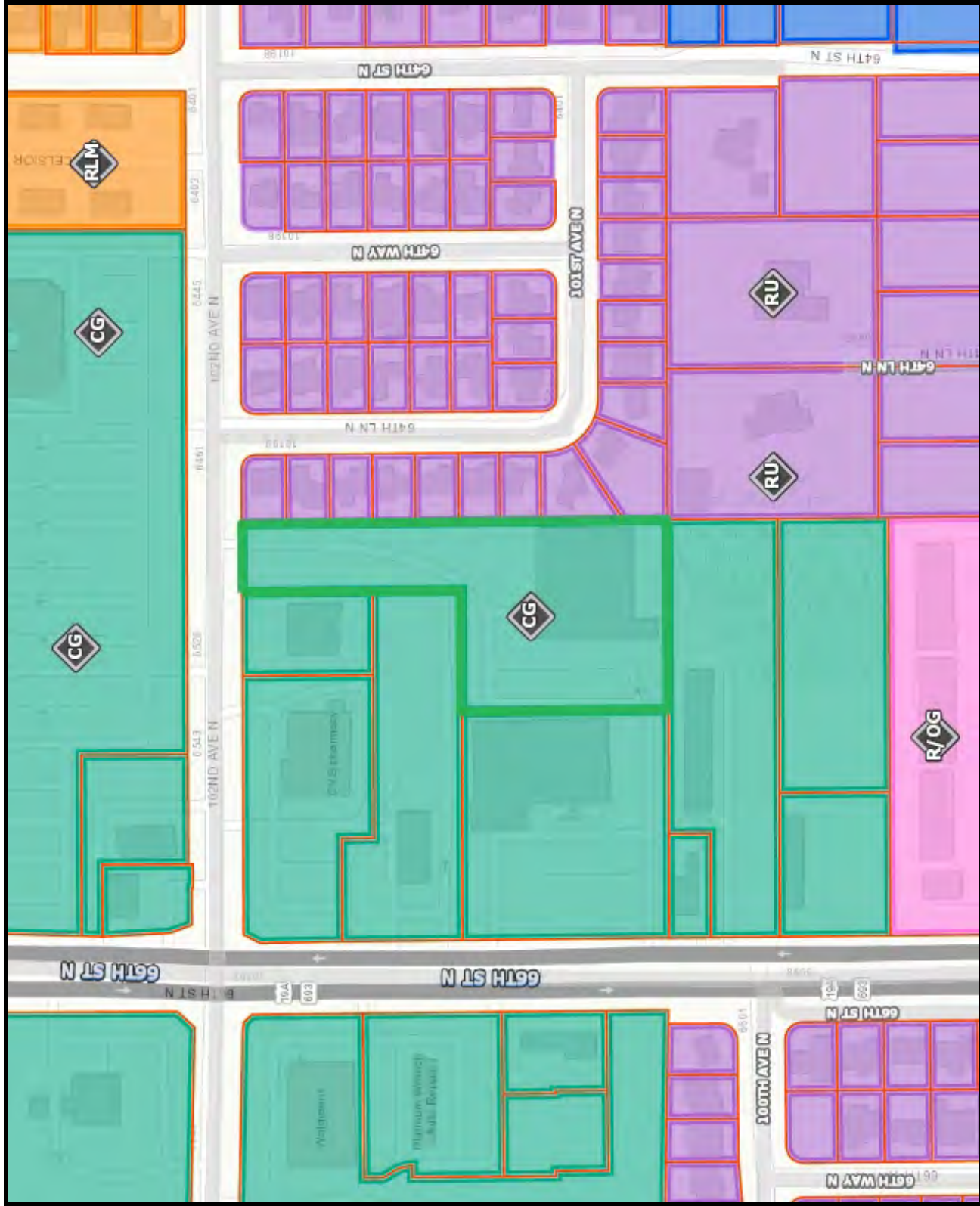
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# Land Use Map

## Legend

- Master Address Points
- Parcel Lines
- Centerlines
- Medical District
- Community Redevelopment Area 20:
- Land Use Borders
- Commercial General - CG
- Commercial General (Residential Medium) -
- Commercial Neighborhood - CN
- Community Redevelopment District - CRD
- Industrial General - IG
- Industrial Limited - IL
- Institutional - INS
- Preservation - P
- Residential/Office/Retail - R/O/R
- Residential/Office General - R/OG
- Residential/Open Space - R/OS
- Residential Low - RL
- Residential Low Medium - RLM
- Residential Medium - RM
- Residential Suburban - RS
- Residential Urban - RU
- Residential Urban (Commercial General) - F
- Residential Urban (Residential Low) - RU(R)
- Transportation/Utility - T/U
- Land Use Fill
- Commercial General - CG
- Commercial General (Residential Medium) -
- Commercial Neighborhood - CN
- Commercial Recreation - CR
- Community Redevelopment District - CRD
- Industrial General - IG
- Industrial Limited - IL
- Institutional - INS
- Preservation - P
- Residential/Office/Retail - R/O/R
- Residential/Office General - R/OG
- Recreation/Open Space - R/OS
- Residential Facilities High - RFH
- Residential Low - RL



Notes:

1: 2,850

237.5

0 118.73 237.5 Feet

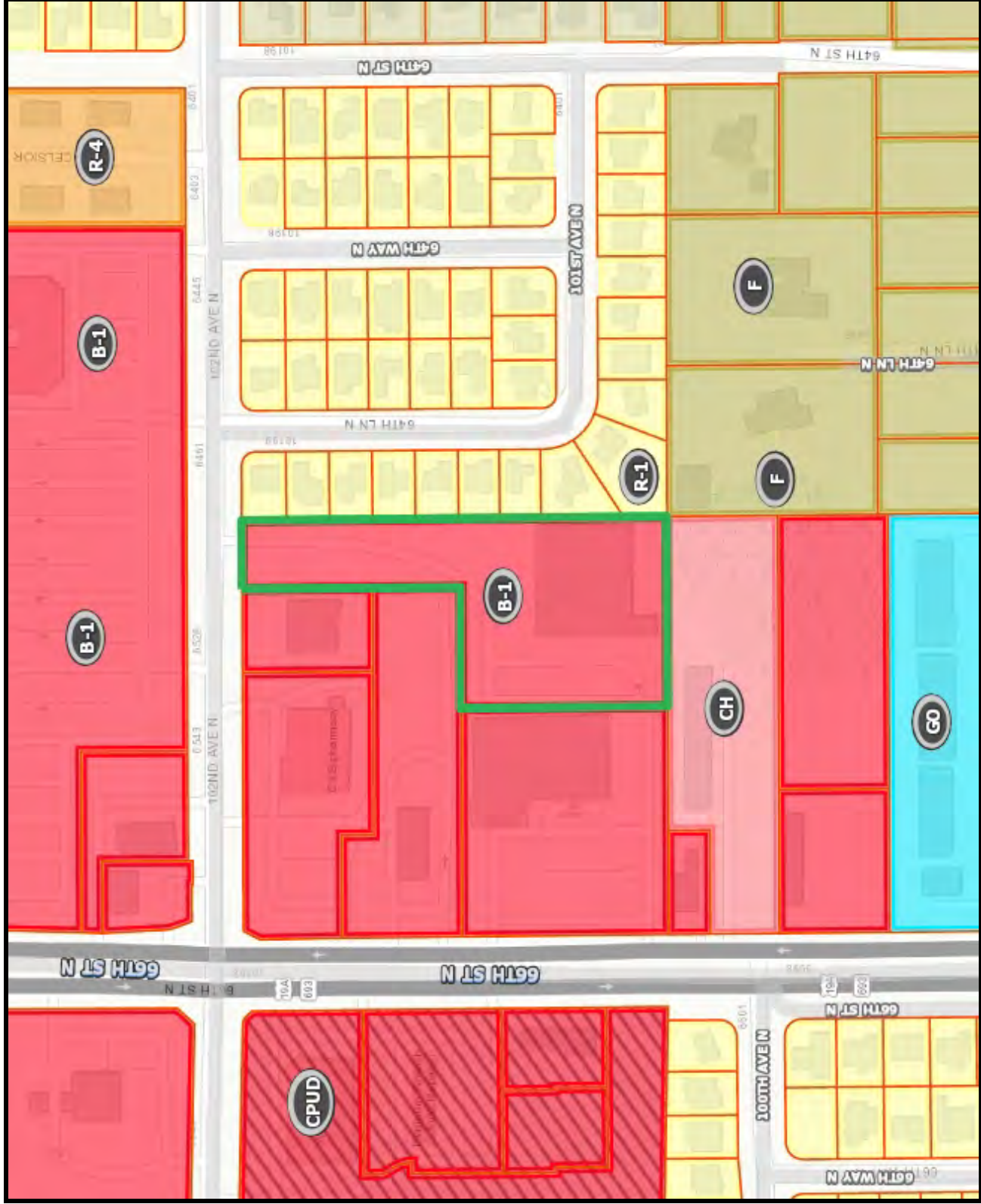


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# Zoning Map

## Legend

- Master Address Points
- Parcel Lines
- Centerlines
- Zoning Borders
- General Commercial - B-1
- Heavy Commercial - CH
- Commercial Neighborhood - CN
- Commercial Planned Unit Development - CI
- Farm - F
- General Office - GO
- Heavy Industrial - IH
- Industrial Planned Unit Development - IPUC
- IN REVIEW
- Light Industrial - M-1
- Residential / Office / Retail - ROR
- Mixed Use Development - MXD
- Mixed Unit Development - MXD-2
- Mixed Use Planned Unit Development - MU
- Open Space - OS
- Public - P
- Preservation - PRES.
- Single Family Residential - R-1
- Single Family Residential - R-2
- Single Family Residential - R-3
- Duplex Residential - R-4
- Multifamily Residential - R-5
- Multifamily Residential/Commercial - R-6
- Single Family Residential Estate - R-E
- Residential Planned Unit Development - RP
- Rural Residential - RR
- Mobile Home Subdivision - T-1
- Mobile Home Park - T-2
- Town Center - TC
- Zoning Fill
- General Commercial - B-1
- Heavy Commercial - CH
- Commercial Neighborhood - CN
- Commercial Planned Unit Development - CI
- Farm - F
- General Office - GO



Notes:



1: 2,850

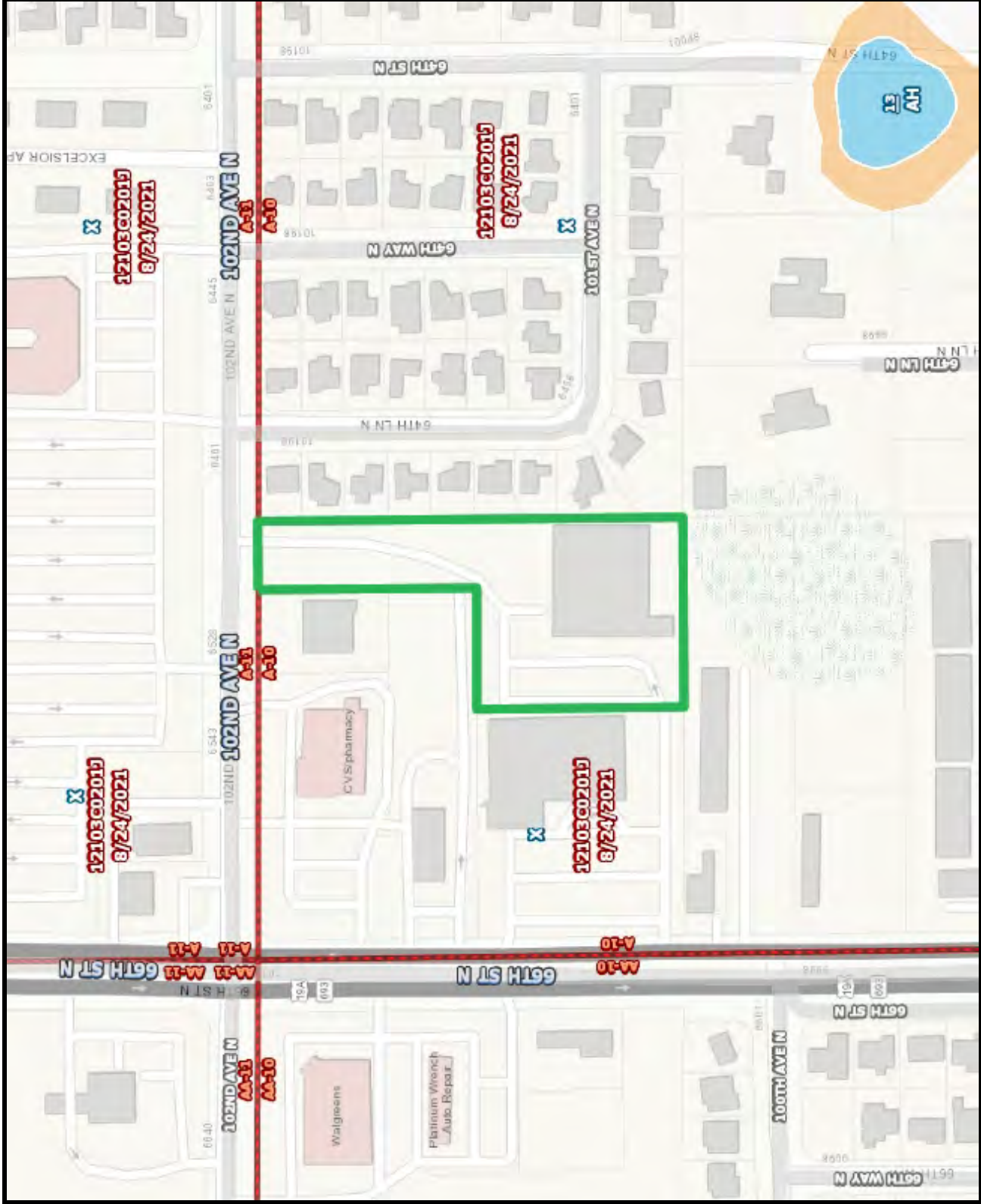
237.5 0 118.73 237.5 Feet



# Flood Insurance Rate Map

## Legend

- Master Address Points
- Centerlines
- City Grid
- Letter of Map Amendment
- Cross Sections
- Hydraulic Structures
- Bridge
- Culvert
- Weir
- Wing Wall
- Base Flood Elevation
- Letter of Map Revision
- FIRM Panels
- Flood Hazard Lines
- LIMIT LINES
- SFHA / FLOOD ZONE BOUNDARY
- Flood Hazard Areas
- <all other values>
- 1% Annual Chance Flood Hazard (A, AE, AI)
- Combined Riverine and Coastal Floodplain
- Coastal Floodplain (AE)
- 0.2% Annual Chance Flood Hazard in Cont Coastal Zone (X)
- 0.2% Annual Chance Flood Hazard (X)
- 0.2% Annual Chance Flood Hazard in Coas
- Area of Minimal Flood Hazard (X)
- Riverine Floodway in Combined Riverine an (AE)
- Floodway (AE)
- Coastal High Hazard Area



Notes:



1: 2,850

237.5 0 118.73 237.5 Feet

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere



Site Photos





















**VARIANCE REQUEST**  
**VAR-0122-00006**

**REQUEST & PROPERTY INFORMATION:**

- **Address / Location:** 6500 102<sup>nd</sup> Ave N.
- **Property Size:** 114,998 square feet / 2.64 acres
- **Current Use:** Private School K-12
- **Request:** We are seeking a variance to allow our pavers to remain in place. There would not be a 25 foot step back from the perimeter fence. The pavers are located on the left side of our building (when facing the building from 102nd Ave N).

**A variance from the terms of the Zoning Code shall not be granted until the applicant can justify the need for a variance by providing responses to the following criteria:**

- 1. Describe the special conditions and circumstances that exist which are peculiar to the land, structure or building involved and are not applicable to other lands, buildings or structures in the same Zoning District.**

The pavers are located between the building and the wall on the perimeter of the property. There would not be a 25 foot step back from the perimeter of the property. On the side of the building the water is able to run through a large water pipe underground that empties behind the building into a retention pond.

We are seeking permission to keep the pavers in place as they are permeable and non-permanent.

- 2. Why would the literal interpretation of the provisions of the Zoning Code deprive you of rights commonly enjoyed by other properties in the same Zoning District under terms of the Code?**

The land between the building and the wall was dirt and mud and debris before we bought the property in May 2021. The pavers are non-permanent and pervious. Water from the parking lot drains into a large pipe a few feet below the pavers and empties behind the building into a large retention pond.

- 3. Explain how the special conditions or circumstances of this case do not result from actions of the applicant.**

No.

- 4. Will granting the variance requested confer on the applicant any special privilege that is denied by the Zoning Code to other lands, structures or buildings in the same Zoning District.**

Yes.

- 5. Will this be the minimum variance that will make possible the reasonable use of the land, building or structure if granted?**

Yes.

- 6. How will the granting of the variance be in harmony with the general purpose and intent of the Zoning Code, not be injurious to the neighborhood, or be detrimental to the public welfare?**

The pavers are permeable and not permanent. There is a concrete wall located on the perimeter of the property adjacent to the pavers.



An Equal  
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# Southwest Florida Water Management District

## Bartow Office

170 Century Boulevard  
Bartow, Florida 33830-7700  
(863) 534-1448 or  
1-800-492-7862 (FL only)

## Sarasota Office

78 Sarasota Center Boulevard  
Sarasota, Florida 34240-9770  
(941) 377-3722 or  
1-800-320-3503 (FL only)

## Tampa Office

7601 U.S. 301 North (Fort King Highway)  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)

2379 Broad Street, Brooksville, Florida 34601-0819  
(352) 796-7211 or 1-800-423-1476 (FL only)  
WaterMatters.org

**Exhibit J- SWFMD Exemption**

**(4 pages)**

July 06, 2022

Classical Christian School for the Arts, Inc.  
Attn: Daniel Baker  
6500 102nd Ave North  
Pinellas Park, FL 33782

Subject: **Project Evaluation - Permit Not Required**

Project Name:	Classical Christian School
File Number:	849520
County:	Pinellas
Sec/Twp/Rge:	S20/T30S/R16E

References: Chapter 62-330, Florida Administrative Code (F.A.C.)

Dear Mr. Baker:

The District has reviewed the information you submitted for the project referenced above and has determined that an Environmental Resource Permit (ERP) **will not be required** for the proposed addition of brick pavers to a developed site. The project will result in a net increase of 1,312 square feet of impervious area and no change in area subject to vehicular use. [Rule 62-330.020(2), F.A.C.]

The information received by the District will be kept on file to support the District's determination regarding your application. This information is available for viewing or downloading through the District's Application and Permit Search Tools located at [www.WaterMatters.org/permits](http://www.WaterMatters.org/permits).

The District's determination that your project does not require an ERP is only applicable pursuant to the statutes and rules in effect at the time the information was submitted and may not be valid in the event subsequent changes occur in the applicable rules and statutes. Additionally, this notification does not mean that the District has determined that your project is permanently exempt from permitting requirements. Any subsequent change you make in the project's operation may necessitate further evaluation or permitting by the District. Therefore, you are advised to contact the District before beginning the project and before beginning any activity which is not specifically described in your submittal. Your timely pursuit of this activity is encouraged to avoid any potential rule changes that could affect your request.

This letter constitutes notice of Intended Agency Action of the project referenced above. The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notice of agency action, as well as a noticing form that can be used is available

from the District's website at [www.WaterMatters.org/permits/noticing](http://www.WaterMatters.org/permits/noticing). If you publish notice of agency action, a copy of the affidavit of publishing provided by the newspaper should be sent to the Regulation Division at the District Service Office that services this permit or other agency action, for retention in the File of Record for this agency action.

If you have questions regarding this matter, please contact Keston Gibson, in the Tampa Service Office, at [keston.gibson@swfwmd.state.fl.us](mailto:keston.gibson@swfwmd.state.fl.us). Please reference the Project Name and Inquiry/Permit Number in future communications concerning this project.

Sincerely,

David Kramer, P.E.  
Bureau Chief  
Environmental Resource Permit Bureau  
Regulation Division

Enclosures: Notice of Rights  
cc: Krasman and Associates, Inc.



## **Notice of Rights**

### **Administrative Hearing**

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of sovereignty submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C., can be viewed at [www.flrules.org](http://www.flrules.org) or at the District's website at [www.WaterMatters.org/permits/rules](http://www.WaterMatters.org/permits/rules).
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 US Hwy 301, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at [www.WaterMatters.org/about](http://www.WaterMatters.org/about).

## **Judicial Review**

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.