LOCAL PLANNING AGENCY
THURSDAY, MAY 15, 2025 – 3:00 PM
10451 GULF BOULEVARD TREASURE ISLAND, FL 33706

MEETING NOTICE AND AGENDA

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1. **MEETING CALLED TO ORDER BY PRESIDING OFFICER**
2. **PLEDGE ALLEGIANCE**
3. **CELL PHONE ANNOUNCEMENT**
4. **ROLL CALL**
5. **APPROVAL OF MINUTES**
6. **PRESENTATION OF ITEMS**

6.A Review LPA Resolution 2025-07 which recommends approval of Ordinance 2025-04 to the City Commission.
LPA Resolution Recommending Approval of Ordinance 2025-04 (02832652-2).DOCX
Ordinance 2025-04 Amending the Comprehensive Plan FLUM - Copy (02832650-2).DOCX
FLUMA Exhibits A-C.pdf
2025-04 and 2025-05 Staff Report.pdf
ZONING MAP AMENDMENT APPLICATION.pdf
ZONING MAP AMENDMENT ATTACHMENT.pdf
COMPREHENSIVE PLAN AMENDMENT - EXISTING AND PROPOSED.pdf
FUTURE LAND USE MAP ATTACHMENT.pdf
Fully executed Purchase and Sale Agreement Isle of Palms 8-22-18 (01030132xBA9D6).pdf
Business Impact Ord 2025-04.DOCX

6.B Review LPA Resolution 2025-08 which recommends approval of Ordinance 2025-05 to the City Commission.
LPA Resolution Recommending Approval of Ordinance 2025-05 (02832653-2).DOCX
Ordinance 2025-05 Amending the Zoning Map (02832651-2).DOCX
Zoning Map Exhibits A-C.pdf

2025-04 and 2025-05 Staff Report.pdf
ZONING MAP AMENDMENT APPLICATION.pdf
FUTURE LAND USE MAP ATTACHMENT.pdf
ZONING MAP AMENDMENT ATTACHMENT.pdf
COMPREHENSIVE PLAN AMENDMENT - EXISTING AND PROPOSED.pdf
Fully executed Purchase and Sale Agreement Isle of Palms 8-22-18 (01030132xBA9D6).pdf
Business Impact Ord 2025-05.docx

7. **LOCAL PLANNING AGENCY ISSUES, COMMENTS, OR DISCUSSION**

8. **REPORTS OF CITY ATTORNEY, STAFF AND BOARD MEMBERS**

9. **NEXT LPA MEETING**

10. **PUBLIC COMMENTS**

11. **ADJOURNMENT**

AGENDA ITEM NO. 6.A

Item Cover Page

LOCAL PLANNING AGENCY AGENDA ITEM REPORT

DATE: May 15, 2025

SUBMITTED BY: Maryellen Edwards, Community Development

ITEM TYPE: Presentations

AGENDA SECTION: PRESENTATION OF ITEMS

SUBJECT: Review LPA Resolution 2025-07 which recommends approval of Ordinance 2025-04 to the City Commission.

BACKGROUND: The Isle of Palms Park also known as “Triangle Park’ is located on the northeast corner of 112th Avenue A and 13th Street East, Treasure Island. There are two lots, Lot 4 and Lot 5, which combined measure approximately 0.256 acres or 11,170 square feet. The property contains a shuffleboard court, playground structure and swing set, bus stop, bicycle rack and park amenities such as benches and trash receptacles.

The Legal Description for the property is listed as: Lot 4, Block C, Isles of Palms, according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida and Lot 5, Block C, Isles of Palms less that part of described beginning NE corner of Lot 5 thence S 16D 45' 09" E 2.85 feet thence N 70D 35' 26" W 36.44 feet thence S 74D 22' 50" E 34.84 feet to point of beginning according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida.

The former owners of the property, heirs to Patricia B. Harris, Charles A Brock and his wife Jeanne Brock, expressed their desire to sell the property and in August 2018 the City Commission authorized the City Manager to sign the purchase and sale contract for the property. The property was purchased in September 2018.

In October 2022, the City Commission approved Resolution 2022-11 accepting the Florida Communities Trust (FCT) 2018-

2019 Funding Cycle Grant for the purchase of the Isle of Palms Park Property (Lots 4 & 5) ("Grant Agreement"). The Grant Agreement imposes certain terms and conditions on the lands acquired under the Florida Communities Trust Act that must be met prior to the disbursement of any FCT Florida Forever funds. Specifically, the Grant Agreement requires the City to ensure that, following the acquisition of the property, the future land use and zoning designation assigned to the project site is for a category dedicated to open space, conservation, or outdoor recreation uses.

POLICY/PURPOSE: To amend the Comprehensive Plan Future Land Use Map in accordance with Florida Statutes and the City of Treasure Island Land Development Regulations.

STRATEGIC PLAN RELEVANCE: Goal 1: Promote a socially connected community through the implementation of the Master Park Plan.

ANALYSIS/DISCUSSION: As required by the Grant Agreement the City has filed an application for an amendment to the Future Land Use Map to change the designation for the two properties (Lots 4 & 5) from the Residential Medium (RM-15) to the Recreation/Open Space (R/OS). The application is consistent with the amendment procedure for the comprehensive plan and future land use map outlined in Section 68-121 of the City of Treasure Island, Land Development Regulations, the City of Treasure Island Comprehensive Plan and the Forward Pinellas Countywide Plan.

The Future Land Use Map amendment will also require a Countywide Plan amendment through Forward Pinellas. The application will be transmitted to Forward Pinellas after the City Commission's first reading. The Future Land Use Map amendment is a small-scale map amendment that will be transmitted to the state after adoption.

FUNDING: No funding is required for this Ordinance.

MOTION: I move to (approve/deny) Resolution 2025-07, which recommends adoption of Ordinance 2025-04 to the City Commission.

ATTACHMENTS:
LPA Resolution Recommending Approval of Ordinance 2025-04 (02832652-2).DOCX
Ordinance 2025-04 Amending the Comprehensive Plan FLUM - Copy (02832650-2).DOCX
FLUMA Exhibits A-C.pdf
2025-04 and 2025-05 Staff Report.pdf

ZONING MAP AMENDMENT APPLICATION.pdf
ZONING MAP AMENDMENT ATTACHMENT.pdf
COMPREHENSIVE PLAN AMENDMENT - EXISTING AND PROPOSED.pdf
FUTURE LAND USE MAP ATTACHMENT.pdf
Fully executed Purchase and Sale Agreement Isle of Palms 8-22-18 (01030132xBA9D6).pdf
Business Impact Ord 2025-04.DOCX

LPA RESOLUTION NO. 2025-07

A RESOLUTION OF THE LOCAL PLANNING AGENCY OF THE CITY OF TREASURE ISLAND, FLORIDA, RECOMMENDING APPROVAL OF ORDINANCE NO. 2025-04 AMENDING THE FUTURE LAND USE MAP OF THE CITY OF TREASURE ISLAND COMPREHENSIVE PLAN FOR TWO LOTS ASSOCIATED WITH ISLE OF PALMS PARK ALSO KNOWN AS "TRIANGLE PARK" LOCATED ON THE NORTHEAST CORNER OF 112TH AVENUE A AND 13TH STREET EAST (LOTS 4 & 5) WHICH COMBINED MEASURE APPROXIMATELY 0.256 ACRES OR 11,170 SQUARE FEET, FROM RESIDENTIAL MEDIUM (RM-15) TO RECREATION/OPEN SPACE (R/OS); FINDING THE REQUEST CONSISTENT WITH THE CITY OF TREASURE ISLAND COMPREHENSIVE PLAN AND THE FORWARD PINELLAS COUNTYWIDE PLAN; PROVIDING FOR TRANSMITTAL TO REVIEWING AGENCIES IN ACCORDANCE WITH THE REQUIREMENTS OF LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3174, Fla. Stat., provides for the establishment of a "local planning agency"; and

WHEREAS, Section 163.3174, Fla. Stat., describes the duties and responsibilities of a Local Planning Agency, which include preparing and making recommendations of comprehensive plan amendments and proposed land development regulations; and

WHEREAS, on May 15, 2025, the Planning and Zoning Board, sitting as the Local Planning Agency, reviewed the proposed amendments provided herein and found the amendments consistent with the Treasure Island Comprehensive Plan and its elements; and

WHEREAS, on May 15, 2025, the Planning and Zoning Board, sitting as the Local Planning Agency, held a public hearing on Ordinance 2025-04 amending the Future Land Use map of the City of Treasure Island and has considered the information received at said public hearing; and

WHEREAS, on May 15, 2025, the Planning and Zoning Board, sitting as the Local Planning Agency, recommended approval of Ordinance 2025-04 to the City Commission through Resolution 2025-07.

NOW, THEREFORE, BE IT RESOLVED by the Local Planning Agency of the City of Treasure Island, in a public meeting assembled:

The City of Treasure Island Local Planning Agency hereby transmits to the City Commission the proposed amendments to the Future Land Use map of the City of Treasure Island Comprehensive Plan, as set forth in Ordinance 2025-04, with the recommendation to approve the amendments.

PASSED AND DULY ADOPTED BY THE CITY OF TREASURE ISLAND LOCAL PLANNING AGENCY, 15th Day of MAY 2025.

TREASURE ISLAND LOCAL PLANNING AGENCY

_____ _____

Richard Harris, Chair Date
Local Planning Agency

ORDINANCE 2025-04

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE CITY OF TREASURE ISLAND COMPREHENSIVE PLAN FOR TWO LOTS ASSOCIATED WITH ISLE OF PALMS PARK ALSO KNOWN AS "TRIANGLE PARK" LOCATED ON THE NORTHEAST CORNER OF 112TH AVENUE A AND 13TH STREET EAST (LOTS 4 & 5) WHICH COMBINED MEASURE APPROXIMATELY 0.256 ACRES OR 11,170 SQUARE FEET, FROM RESIDENTIAL MEDIUM (RM-15) TO RECREATION/OPEN SPACE (R/OS); FINDING THE REQUEST CONSISTENT WITH THE CITY OF TREASURE ISLAND COMPREHENSIVE PLAN AND THE FORWARD PINELLAS COUNTYWIDE PLAN; PROVIDING FOR TRANSMITTAL TO REVIEWING AGENCIES IN ACCORDANCE WITH THE REQUIREMENTS OF LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Florida Statutes, established the Community Planning Act; the "Act", and

WHEREAS, the City of Treasure Island ("City") has previously enacted its Comprehensive Plan pursuant to the Act, and

WHEREAS, the Future Land Use map is an element of the City of Treasure Island Comprehensive Plan; and

WHEREAS, Section 163.3187, Florida Statutes, provides the process by which local governments may adopt small scale amendments to their comprehensive plans; and

WHEREAS, the Isle of Palms Park also known as "Triangle Park" is located on the northeast corner of 112th Avenue A and 13th Street East and has been utilized as a neighborhood park for residents of the Isle of Palms as shown on Exhibit A; and

WHEREAS, the legal description of the property is listed as Lot 4, Block C, Isles of Palms, according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida and Lot 5, Block C, Isles of Palms less that part of described beginning NE corner of Lot 5 thence S 16D 45' 09" E 2.85 feet thence N 70D 35' 26" W 36.44 feet thence S 74D 22' 50" E 34.84 feet to point of beginning according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida; and

WHEREAS, the former owners of the property, heirs to Patricia B. Harris, Charles A Brock and his wife Jeanne Brock, expressed their desire to sell the property; and

WHEREAS, on August 21, 2018, the City Commission approved Resolution 18-16 which authorized the City Manager to sign the purchase and sale contract for the Isle of Palms property; and

WHEREAS, the City purchased the Isle of Palms Park property (Lots 4 & 5) in September of 2018; and

WHEREAS, on October 18, 2022, the City Commission approved Resolution 2022-11 accepting the Florida Communities Trust (FCT) 2018-2019 Funding Cycle Grant for the purchase of the Isle of Palms Park Property (Lots 4 & 5) ("Grant Agreement"); and

WHEREAS, the Grant Agreement imposes certain terms and conditions on the lands acquired under the Florida Communities Trust Act that must be met prior to the disbursement of any FCT Florida Forever funds; and

WHEREAS, Section XI of the Grant Agreement requires the City to ensure that, following the acquisition of the property, the future land use and zoning designation assigned to the project site is for a category dedicated to open space, conservation, or outdoor recreation uses; and

WHEREAS, the City has filed an application for an amendment to the Future Land Use Map to change the designation for the two properties (Lots 4 & 5) described on Exhibit "B" from the Residential Medium (RM-15) to the Recreation/Open Space (R/OS) as depicted on Exhibit "C"; and

WHEREAS, the Local Planning Agency met on May 15, 2025, and determined that the application is consistent with the amendment procedure for the comprehensive plan and future land use map outlined in Section 68-121 of the City of Treasure Island, Land Development Regulations, the City of Treasure Island Comprehensive Plan and the Forward Pinellas Countywide Plan; and

WHEREAS, the Planning and Zoning Board, sitting as the Local Planning Agency, met on April 17, 2025, and determined that the application is consistent with the goals, objectives and policies of the City's Comprehensive Plan and the Forward Pinellas Countywide Plan and recommended approval to the City Commission; and

WHEREAS, the City Commission has reviewed City's Comprehensive Plan and finds that map amendments are consistent with the goals, objectives and policies of the City's Comprehensive Plan and the Forward Pinellas Countywide Plan; and

WHEREAS, the City of Treasure Island has determined to request the amendment of the Forward Pinellas Countywide Plan pursuant to the rules of the Countywide Plan; and

WHEREAS, this Future Land Use Map amendment meets the defined criteria of a small scale amendment as defined by Section 163.3187, Florida Statutes.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND, FLORIDA DOES ORDAIN:

SECTION 1. The recitals set forth in the "Whereas" clauses above are ratified and confirmed as true and correct and are hereby adopted as legislative findings by the City Commission of the City of Treasure Island, Florida, for the adoption of this Ordinance.

SECTION 2. The Future Land Use Map of the City of Treasure Island Comprehensive Plan is hereby amended to change the current land use designation of the properties from Residential Medium (RM-15) to Recreation/Open Space (R/OS) ad depicted on Exhibit "C".

SECTION 3. The Future Land Use Map amendments shall be transmitted to Forward Pinellas for amendment of the Countywide Plan.

SECTION 4. This amendment shall be transmitted to reviewing agencies in accordance with Sec. 163.3184, Florida Statutes.

SECTION 5. SEVERABILITY.
It is the intention of the City Commission that each provision hereof be considered severable, and, if any section, subsection, sentence, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

SECTION 6. CONFLICT.
All ordinance or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 7. EFFECTIVE DATE. Pursuant to Section 163.3187, Florida Statutes, the effective date of this small-scale amendment shall be thirty-one (31) days after the City adoption of the plan amendment. If timely challenged pursuant to Section 163.3187(5), this amendment shall become effective on the date the state land planning agency, or the Administrative Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this amendment may be issued or commenced before it had become effective.

FIRST READING and PUBLIC HEARING on the 3rd day of June, 2025.

SECOND READING and PUBLIC HEARING on the ___ day of _____, 2025.

PUBLISHED in the Tampa Bay Times on the ___ day of _____, 2025 and the ___ day of _____ 2025.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the ___ day of _____, 2025 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
John Doctor, Mayor

ATTEST:

_____
Lisa Marie Kennedy, City Clerk



Exhibit A: Overview

Parcel ID #: 23-31-15-43470-003-0050, 23-31-15-43470-003-0040

City of Treasure Island, FL

Last updated on April 22, 2025

Coordinate System: NAD 1983 HARN StatePlane Florida West FIPS 0902 Feet

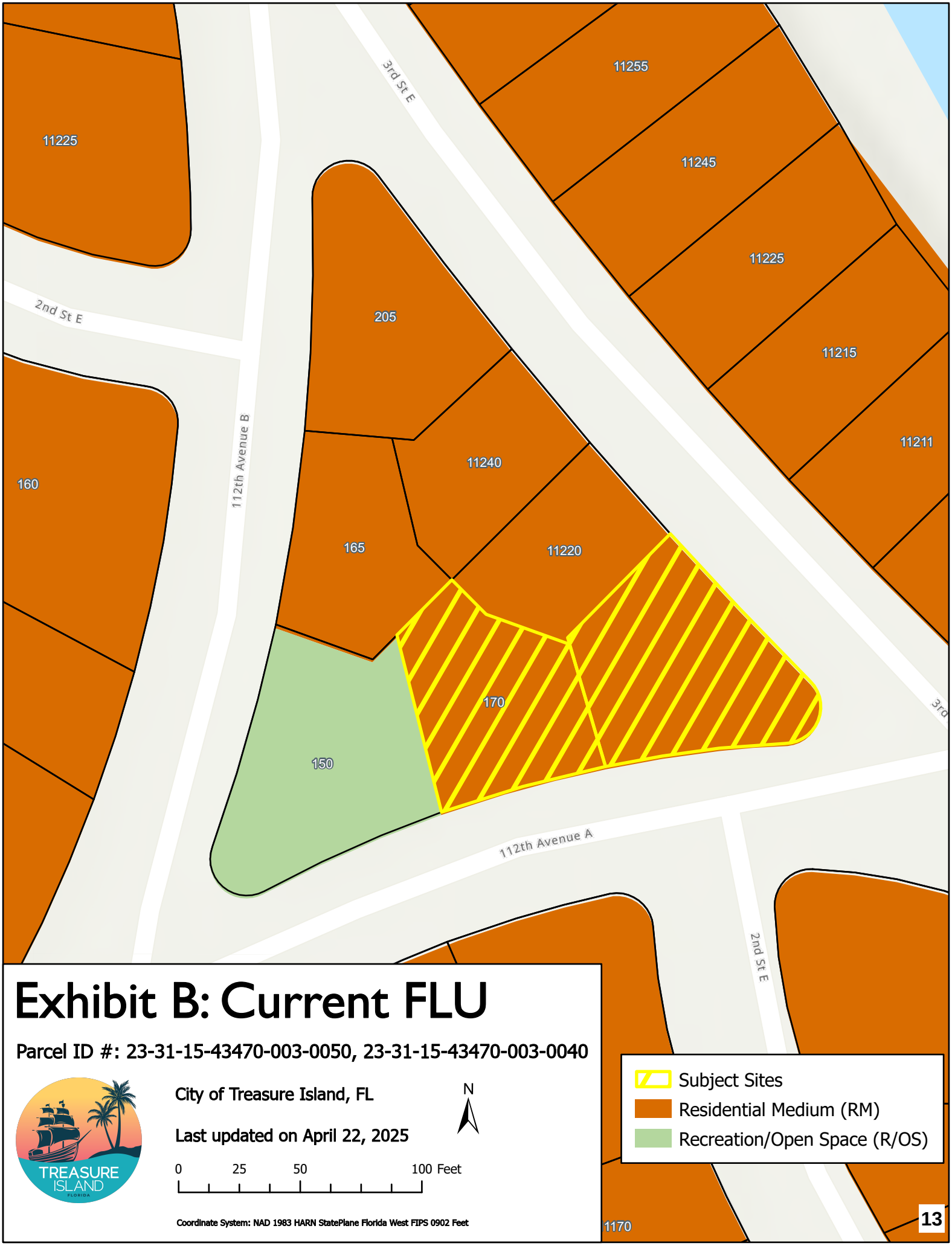


Exhibit B: Current FLU

Parcel ID #: 23-31-15-43470-003-0050, 23-31-15-43470-003-0040

City of Treasure Island, FL

Last updated on April 22, 2025

N

0 25 50 100 Feet

Coordinate System: NAD 1983 HARN StatePlane Florida West FIPS 0902 Feet

- Subject Sites
- Residential Medium (RM)
- Recreation/Open Space (R/OS)

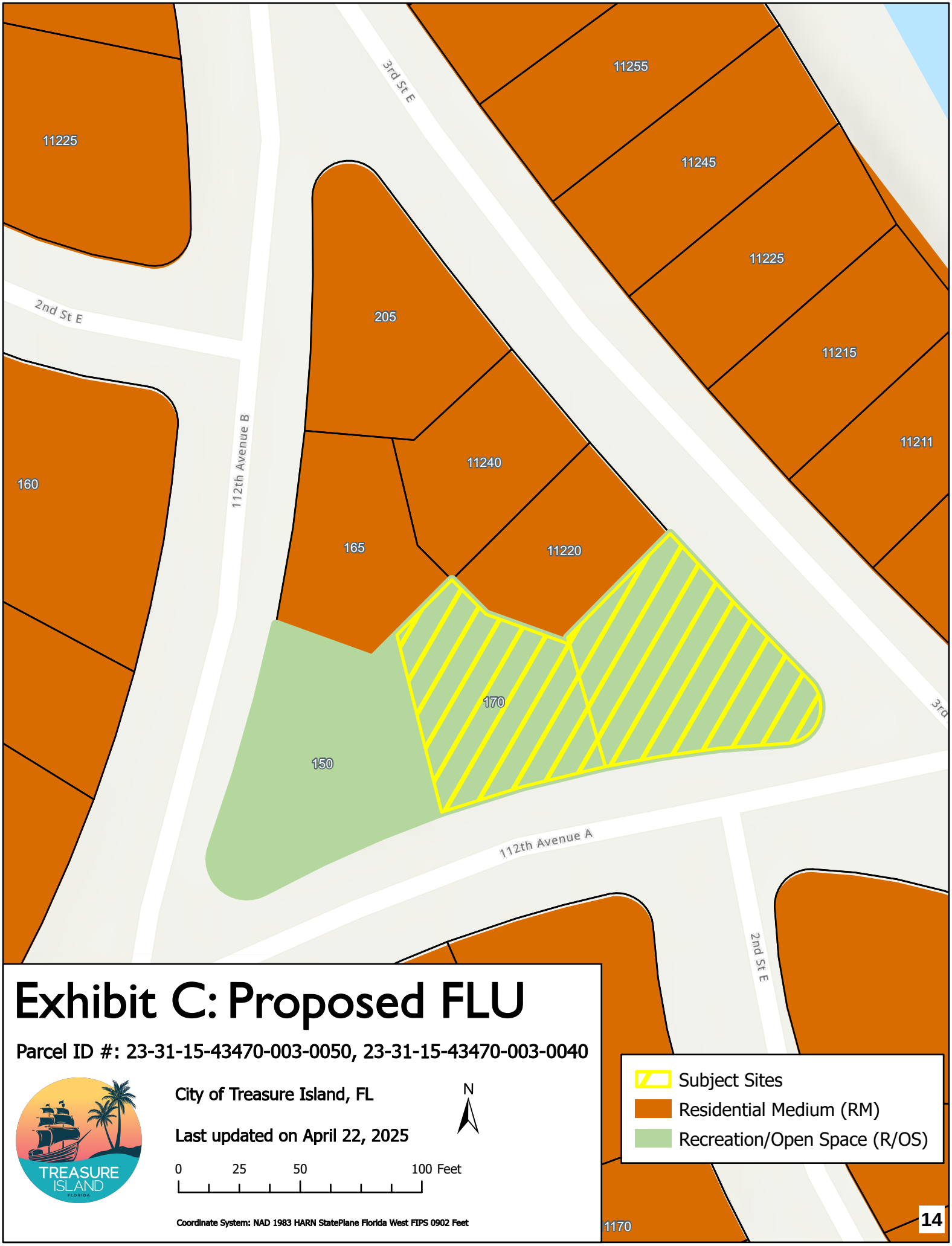


Exhibit C: Proposed FLU

Parcel ID #: 23-31-15-43470-003-0050, 23-31-15-43470-003-0040

City of Treasure Island, FL

Last updated on April 22, 2025

N

0 25 50 100 Feet

Coordinate System: NAD 1983 HARN StatePlane Florida West FIPS 0902 Feet

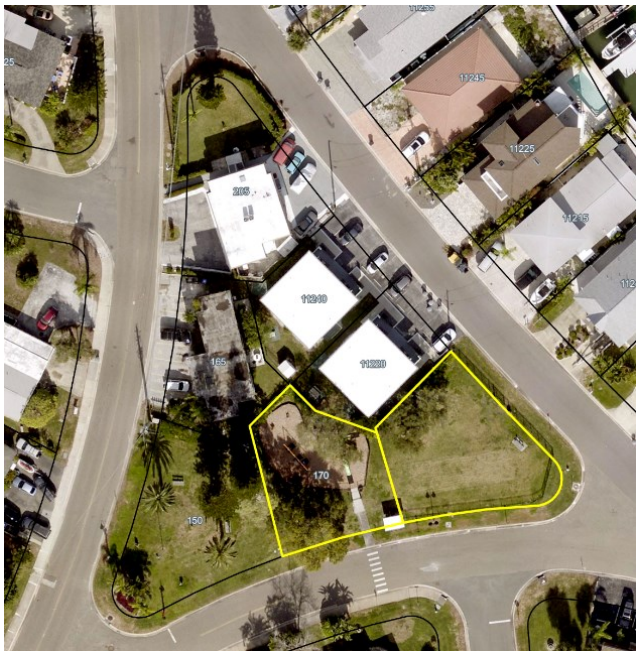
- Subject Sites
- Residential Medium (RM)
- Recreation/Open Space (R/OS)

CITY OF TREASURE ISLAND
LOCAL PLANNING AGENCY
10451 Gulf Blvd, Treasure Island, Florida 33706
(727) 547-4575

STAFF REPORT
MAY 15, 2025

SUBJECT:	City initiated amendments to the Future Land Use Map of the City of Treasure Island Comprehensive Plan and the Official Zoning Map
ORDINANCE 2025-04:	To amend the Future Land Use Map Designation of the City of Treasure Island Comprehensive Plan from Residential Medium (RM-15) to Recreation/Open Space (R/OS) FLUMA-000511-2025 and RZNE–000512-2025
ORDINANCE 2025-05:	To amend the Official Zoning Map of the City of Treasure Island from Residential Medium (RM-15) to Recreation/Open Space (R/OS) FLUMA-000509-2025 and RZNE-000510-2025
PROPERTY OWNER/ APPLICANT:	City of Treasure Island 10451 Gulf Boulevard Treasure Island, FL 33706
PARCEL ID #:	25-31-15-43470-003-0040
PARCEL ID #:	25-31-15-43470-003-0050
LEGAL DESCRIPTION:	Lot 4, Block C, ISLE OF PALMS, according to the plat thereof recorded in Plat Book 7, Page(s) 52, Public Records of Pinellas County, Florida and Lot 5, Block C, ISLE OF PALMS, according to the Plat Book 7, Page(s) 52, Public Records of Pinellas County, Florida, LESS that portion described as: Begin at the Northeast corner of said Lot 5 as a POINT OF BEGINNING, run South 16 degrees 45’ 09” East, 2.85 feet to a point on the Easterly line of said Lot 5; thence North 70 degrees 35’ 26” West, 36.44 feet to an angle point on the Northerly line of said Lot 5; thence South 74 degrees 22’ 50” East, 34.84 feet to the POINT OF BEGINNING.

SITE LOCATION: Two lots associated with Isle of Palms Park also known as "Triangle Park" located on the Northeast corner of 112th Avenue A and 13th Street East (Lots 4 & 5)



GENERAL INFORMATION FOR BOTH PARCELS:

Current Future Land Use: RM-15 (Residential Medium)

Proposed Future Land Use: Recreation/Open Space (R/OS)

Current Zoning: RM (Residential Medium)

Proposed Zoning: Recreation/Open Space (R/OS)

Site Area: Combined approximately 0.256 acres (11,543 square feet)

Existing Use: Isle of Palms Park

Proposed Use: Isle of Palms Park

SURROUNDING ZONING AND FUTURE LAND USE:

	Land Use	Zoning	Existing Use
North	Residential Medium	Residential Medium	Residential
South	Residential Medium	Residential Medium	Residential
East	Residential Medium	Residential Medium	Residential
West	Recreation/Open Space	Recreation/Open Space	Isle of Palms Park

BACKGROUND:

This is a city-initiated amendment to the Future Land Use Map and the Official Zoning Map. The subject area is comprised of two adjacent parcels located on the Northeast corner of 112th Avenue A and 13th Street East (Lots 4 & 5) which are associated with Isle of Palms Park also known as "Triangle Park". Maps of the subject parcels are attached.

The former owners of the property, heirs to Patricia B. Harris, Charles A Brock and his wife Jeanne Brock, expressed their desire to sell the property and in August 2018 the City Commission authorized the City Manager to sign the purchase and sale contract for the property. The property was subsequently purchased by the City in September of 2018.

In September 2018, the city submitted a grant application to the Florida Communities Trust for the Forever Florida Parks and Open Space grant program for the purchase of the Isle of Palms Park. The project was recommended on the Final Priortiy Funding List, however pending available funding appropriations.

In September 2022, the Florida Department of Environmental Protection notified staff that the city had been awarded a grant from the Florida Communities Trust 2018-2019 funding cycle.

On October 18, 2022, the City Commission approved Resolution 2022-11 accepting the Florida Communities Trust (FCT) 2018-2019 Funding Cycle Grant for the purchase of the Isle of Palms Park Property (Lots 4 & 5) ("Grant Agreement"). *The Grant Agreement requires the City to ensure that, following the acquisition of the property, the future land use and zoning designation assigned to the project site is for a category dedicated to open space, conservation, or outdoor recreation uses.* Acceptance of this grant requires the Isle of Palms Park to be used as open/green/recreation space in perpetuity. Therefore, the city has submitted an application to amend the Future Land Use Classification and the Official Zoning Map of the subject sites from Residential Medium (RM-15) to Recreation/Open Space (R/OS).

The proposed Future land Use Map application will also require a Countywide Plan amendment through Forward Pinellas after the City Commissions first reading. The Future land Use map amendment is a small-scale map amendment that will be transmitted to the state after adoption.

APPLICABLE REGULATIONS:

Development potential under the Residential Medium (RM-15) Land Use classification includes residential dwellings, public park and public recreation areas. home occupations, group homes, public education facilities and community residential homes. Special exception uses include essential services, private yacht clubs and religious institution uses. Maximum residential density in the RM-15 is 15 residential units per acre with a maximum impervious surface ratio (ISR) of 0.7

Development potential under the Recreation/Open Space (R/OS) Land Use classification is primarily limited to recreational uses such as public parks and public recreation areas,

golf courses, tennis courses and other outdoor ball courts, outdoor swimming pools, water related, or water dependent uses such as boat ramps, fishing docks or piers, jogging and bike trails and picnic areas. Parking lots are also permitted use. Special exception uses include essential services and temporary parking lots. R/OS has a maximum FAR of 0.25 and a maximum ISR of 0.6 (special permit required).

APPLICABLE GOALS, OBJECTIVES AND POLICIES FROM THE CITY'S COMPREHENSIVE PLAN:

The following objectives and policies from the Parks, Recreation and Open Space Element are applicable.

- **Goal:** The City shall ensure the provision, protection, and maintenance of a coordinated, efficient, and accessible system of public recreational parks and facilities and promote private recreational opportunities which shall meet the needs of current and future residents, visitors, and tourists.
- **Objective 1.1:** The City, in cooperation with other governmental agencies, shall provide and maintain a system of accessible open spaces, parks, and recreational facilities, including beaches and shores, to meet or exceed user needs.
- **Policy 1.1.2:** Land set aside by new development for parks, recreation or open space purposes shall be of a sufficient size and/or condition suitable for utilization as a park, recreation, or open space, as applicable. This shall be a criteria evaluated during the site planning process, if needed.
- **Policy 1.1.3:** The designation and acquisition of recreation and park sites shall be in accordance with long-range comprehensive plans for City development and redevelopment.
- **Policy 1.1.5:** The City shall encourage a variety of recreational activities, including the utilization of unique natural features and scenic areas.
- **Policy 1.3.1:** The City shall adopt land development regulations which include specific open space definitions and standards, provides for the protection of open space and natural vegetation, and defines appropriate uses of open space and view corridors for buffering between land uses.
- **Policy 1.3.2:** Open space shall be maintained to protect and preserve native habitats and provide passive recreation opportunities as appropriate.
- **Policy 1.3.3:** The City shall strive to use open space to buffer incompatible recreational activities or land uses.

SPECIAL INFORMATION:

According to the Florida Communities Trust grant obligations, the City of Treasure Island shall ensure that the future land use designation assigned to the subject properties is for a category dedicated to open space, conservation or outdoor recreation uses. Therefore, the city is initiating this land use change request. The grant agreement also states that the subject properties are dedicated in perpetuity to the use of the general public for conservation, outdoor recreation and related activities.

FUTURE LAND USE MAP AMENDMENT CRITERIA FOR CONSIDERATION BY THE LOCAL PLANNNG AGENCY:

Future land use map amendments to the city's comprehensive plan are subject to the review criteria outlined in Section 68-121 of the Land Development Regulations as follows:

- The proposed plan amendment will meet the acceptable level of service standards established in the comprehensive plan.

  Levels of service standards were removed from the updated Comprehensive Plan and the Parks, Recreation and Open Space Element now references the Master Park Plan for level of service. The Master Park Plan states that the community and neighborhood parks located in Treasure Island offer sufficient recreational activities to broadly serve the immediate and surrounding communities, and the activities found within the parks meet the established level of service standards. The proposed future land use map amendment changes the land use designation of the properties, but the use of the properties will remain the same. Therefore, no negative impacts to the levels of service are anticipated.

- The proposed amendment is in harmony with the general intent of the comprehensive plan.

  The goal of the Future Land Use Element is to ensure that the residential character of the city is maintained and protected while:
  - *Maximizing the potential for economic benefit resulting from the tourist trade and professional services.*
  - *Maximizing the quality of life through the enjoyment of natural and man-made resources by citizens and visitors alike.*
  - *Minimizing the threat to health, safety, and welfare posed by hazards, nuisances, incompatible land uses, and environmental changes.*

  The proposed change to the future land use designation of the subject properties is in harmony with the comprehensive plan, protects the residential character of the neighborhood and is consistent with the existing use of the property as a neighborhood park.

- A change in land use designation must be compatible with adjacent land uses, and one that will not become a potential nuisance.

  The subject parcels have been used as a neighborhood park since 1991 and the change in the land use designation will be in perpetuity. This designation would limit the possibility for future development that might not be as favorable as a neighborhood park.

- A change in land use designation must be compatible with the current and future use of adjacent and nearby properties to justify the proposed change and will not negatively affect the property values of adjacent and nearby properties.

A goal of the comprehensive plan is to ensure the provision, protection, and maintenance of a coordinated, efficient, and accessible system of public recreational parks and facilities and promote private recreational opportunities which shall meet the needs of current and future residents, visitors, and tourists. The subject parcels have been used as a neighborhood park since 1991 and such use is, and will continue to be, compatible with the surrounding uses. The change in this land use designation will not have a negative impact on property values.

REZONING AMENDMENT CRITERIA FOR CONSIDERATION BY THE LOCAL PLANNING AGENCY:

Rezoning applications are subject to the review criteria in Section 68-122 of the Land Development Regulations. The local planning agency shall evaluate each rezoning application for possible negative effects including but not limited to consideration of the following:

- The existing land use pattern; compatible with the purpose and intent of the applicable comprehensive plan goals, objectives and policies.

  The parcels subject to the proposed rezoning are currently used as a neighborhood park. No changes to the properties are proposed and no negative impacts are anticipated.

- The population density pattern of the area and possible increase or overtaxing of the load on public facilities such as utilities and streets.

  The parcels subject to the proposed rezoning are currently used as a neighborhood park. No changes to the properties are proposed and no negative impacts on utilities or streets are anticipated.

- The possible overloading of the city's sewage collection facilities.

  There are no restroom buildings or facilities on the subject properties. There will be no impacts to the city's sewage collection facilities from the rezoning.

- The possible overloading of the city's drainage system.

  The city previously removed shuffleboard courts and two additional cement slabs to allow for additional open green space and reduce the impervious surface on the subject properties. The proposed rezoning will not overload the city's drainage system.

- The proposed change would create an isolated zoning district unrelated to adjacent and nearby zoning districts.

  While the surrounding properties are predominantly designated Residential Medium, there is one adjacent property which is currently zoned Recreation/Open

Space. There the proposed rezoning will not create an isolated zoning district but will create a more cohesive district for all three parcels.

- The existence of changed or changing conditions which make the passage of the proposed rezoning necessary or appropriate.

  There are no proposed changes to the subject parcels. The proposed rezoning amendment is a requirement of the Grant Agreement through the Florida Communities Trust 2018-2019 funding cycle. The Grant Agreement requires the City to ensure that, following the acquisition of the property, the future land use and zoning designation assigned to the project site is for a category dedicated to open space, conservation, or outdoor recreation uses. Acceptance of this grant requires the Isle of Palms Park to be used as open/green/recreation space in perpetuity.

- The impact of the proposed rezoning upon living conditions in the adjacent neighborhood.

  The subject properties have been used as a neighborhood park for the Isle of Palms since 1991. No impacts on the living conditions of the adjacent neighborhood are anticipated from the proposed rezoning.

- The impact of the rezoning and allowable development upon the flow of light and air to adjacent areas.

  No impacts upon the flow of light and air to the adjacent areas are anticipated from the proposed rezoning amendment. The rezoning of the subject parcels would primarily limit development to recreational uses such as public parks and public recreation areas, golf courses, tennis courses and other outdoor ball courts, outdoor swimming pools, water-related or water-dependent uses such as boat ramps, fishing docks or piers, jogging and bike trails, picnic areas.

- The impact of the proposed rezoning upon property values in the adjacent area.

  The subject parcels have been used as a neighborhood park since 1991. No impacts to property values are anticipated from the proposed rezoning.

- The impact of the proposed rezoning upon improvement or development of adjacent property in accordance with existing regulations.

  The adjacent parcel to the west is part of Isle of Palms Park and is currently zoned Recreation/Open Space. Any improvements to the park would need to meet existing regulations. There will be no impact to the development of the surrounding properties which are zoned as Residential Medium.

- The existence of other adequate sites in the city for the proposed use in districts already permitting such use.

The subject properties proposed for rezoning are currently used as a neighborhood park and the rezoning is a requirement of the grant for the purchase of the property. There are no other sites that would be adequate for this rezoning proposal.

STAFF RECOMMENDATION:

As indicated in the background section of this report, the city acquired two of the three parcels that make up Isle of Palms Park in September of 2018. The Isle of Palms Park includes a playground, exercise equipment, picnic tables and benches and a bus shelter used by Pinellas County School District students. The park also serves as a rest area for pedestrians and bicyclists enroute to nearby destinations including the Central Beach Trail, which extends for a mile along the beach front City property. The property previously included a shuffleboard court which was removed to reduce the impervious surface and enhance the open green space area.

The subject parcels currently have land use designation of Residential Medium (RM-15), which primarily allows for residential development. While the surrounding properties are also designated as Residential Medium, the subject properties have been used as a neighborhood park since 1991.

The proposed changes to the future land use map and the zoning map are consistent with the goals and objectives outlined in the City of Treasure Island Comprehensive Plan. The proposed change is also compatible and consistent with the surrounding land uses. The subject properties have been used as a public park since 1991 and as part of the grant agreement associated with the purchase of the properties the future land use and zoning designation assigned to the subject properties must be dedicated to open space, conservation, or outdoor recreation uses.

Therefore, staff finds the Future Land Use Map amendment to be consistent with the amendment procedure outlined in Section 68-121 of the City of Treasure Island land Development Regulations. Staff also finds the requested change to the Official Zoning Map to be consistent with the Rezoning procedures outlined in Section 68-122 of the City of Treasure Island Land Development Regulations**.**

It is requested that the Local Planning Agency find the applications consistent with the City of Treasure Island Comprehensive Plan and recommend approval of Ordinance 2025-04 and 2025-05 to the City Commission.

City of Treasure Island

Community Development Department
10451 Gulf Blvd, Treasure Island, FL 33706
(727) 547-4575
permits@mytreasureisland.org

COMPREHENSIVE PLAN AMENDMENT, FUTURE LAND USE MAP AMENDMENT, AND/OR ZONING MAP AMENDMENT APPLICATION

Application # _____ Date April 24, 2025

The application shall include a verified statement showing each individual having a legal and/or equitable ownership interest in the property upon which the application for amendment is sought.

OWNER/APPLICANT INFORMATION

OWNER'S NAME: City of Treasure Island PHONE 727-547-4575

OWNER'S ADDRESS: 10451 Gulf Blvd EMAIL: chanduke e mytreasureisland.org

CITY: Treasure Island STATE: FL ZIP: 33706

AGENT'S NAME: _____ PHONE _____

AGENT's ADDRESS: _____ EMAIL: _____

CITY: _____ STATE: _____ ZIP: _____

Note: The owner/applicant must submit a notarized letter authorizing the agent to act on their behalf and stating the agent's name, address and phone number.

LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL ID NUMBER(S): 23-31-15-43470-003-0050 + 23-31-15-43470-003-0040

LEGAL DESCRIPTION: Isle of Palms Park BLK C, Lot 5 less that Part Desc Beg NE corner of Lot 5 ; Isle of Palms Park BLK C, Lot 4

PROPERTY DESCRIPTION

PROPERTY ADDRESS: 170 112th Avenue

PROPERTY ACRES (AC): 0.251 PROPERTY SQUARE FEET (SF): 10,940

CURRENT FUTURE LAND USE CATEGORY: R/M15

PROPOSED FUTURE LAND USE CATEGORY: R/OS

CURRENT ZONING DISTRICT DESIGNATION: R/M15

PROPOSED ZONING DISTRICT DESIGNATION: R/OS

THE UNDERSIGNED CERTIFIES that the ownership of all property within this application has been fully divulged, whether such ownership be contingent or absolute, and that the names of all parties to any contract for sale in existence or any options to purchase are filed with this application. Further, this application must be complete and accurate before the Public Hearing can be advertised, with attached justification form(s) completed and filed as part of this application. Furthermore, I certify that the information contained herein is correct to the best of my knowledge.

Cathy Hayduke — Cathy Hayduke

Signature of Applicant — Printed Name of Signatory

_____ — _____

Signature of Applicant — Printed Name of Signatory

_____ — _____

Signature of Applicant — Printed Name of Signatory

(THIS FORM MUST BE SIGNED BY ALL TITLE HOLDER OR HOLDERS)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ✓ physical presence or __ online notarization this 24 day of April, 2025, by Cathy Hayduke, who ✓ is personally known to me or _____ has produced a _____ driver's license or _____ as identification.

Michael A. Baker

Notary Public

My Commission Expires:

MICHAEL A. BAKER
Notary Public - State of Florida
Commission # HH 190659
My Comm. Expires Oct 25, 2025
Bonded through National Notary Assn.

A fee payable to the City of Treasure Island must accompany this application in accordance with the fee schedule set by the City Commission.

Comprehensive Plan Text Amendment/Future Land Use Map Amendment: $2,250

Rezoning: $2,000

COMPREHENSIVE PLAN AMENDMENT, FUTURE LAND USE MAP AMENDMENT, AND/OR ZONING MAP AMENDMENT

APPLICATION NO. _____

Applicant City of Treasure Island

Address 10451 Gulf Blvd, Treasure Island, FL 33706

(1) Existing Use: If the property is developed, describe, in general terms, the existing use of the property such as the type of use, number of units, gross floor area etc. If the property contains structures, please submit a site plan in addition to the description.

See attached

(2) Proposed Use: Please describe the proposed use that requires the zone or text change. The proposed plan, including a site plan, for the site in question must be submitted along with a verbal representation of the proposed project.

See attached

Comprehensive Plan and/or Future Land Use Map Amendment

All Comprehensive Plan amendments and Future land Use Map amendments are evaluated by the Local Planning Agency and the City Commission based on consistency with the City of Treasure Island Comprehensive Plan, the criteria outlined in Section 68-121 of the Land Development Regulations and the Forward Pinellas Countywide Plan. Please describe how your application meets the following criteria:

(1) The proposed amendment will meet the acceptable level of service standards established in the comprehensive plan;

See attached

(2) The proposed amendment is in harmony with the general intent of the comprehensive plan;

See attached

(3) A change in land use designation must be compatible with adjacent land uses, and one that will not become a potential nuisance; and

See attached

(4) A change in land use designation must be compatible with the current and future use of adjacent and nearby properties to justify the proposed change and will not negatively affect the property values of adjacent and nearby properties.

See attached

Zoning Map Amendment

Please note that applications for changes to the Zoning Map are evaluated by the Local Planning Agency and the City Commission based on the criteria outlined in Section 68-121 of the Land Development Regulations. Please describe how your application will affect the following:

(1) The existing land use pattern; compatible with the purpose and intent of the applicable comprehensive plan goals, objectives and policies

See attached

(2) The population density pattern of the area and possible increase or overtaxing of the load on public facilities such as utilities and streets

See attached

(3) The possible overloading of the city's sewage collection facilities

See attached

(4) The possible overloading of the city's drainage system

See attached

(5) The proposed change would create an isolated zoning district unrelated to adjacent and nearby zoning districts

See attached

(6) The existence of changed or changing conditions which make the passage of the proposed rezoning necessary or appropriate

See attached

(7) The impact of the proposed rezoning upon living conditions in the adjacent neighborhood

See attached

(8) The impact of the rezoning and allowable development upon the flow of light and air to adjacent areas

See attached

(9) The impact of the proposed rezoning upon property values in the adjacent area

See attached

(10) The impact of the proposed rezoning upon improvement or development of adjacent property in accordance with existing regulations

See attached

(11) The existence of other adequate sites in the city for the proposed use in districts already permitting such use

See attached

Submittal Requirements

The following information is required to be completed or submitted with this completed application. (10 copies of each for a FLUM and Rezoning Application)

1. Pre-application meeting
2. Legal names of each of the owners of the subject property including their business and home addresses and telephone numbers
3. If any owner is a business entity such as a partnership, corporation or joint venture, the names and business addresses of all partners and officers, as appropriate, and telephone numbers
4. The legal description of the subject property
5. If the applicant for rezoning is a representative of the owner, evidence of agency in the form of a letter, affidavit or other document satisfactory to the city attorney
6. Property survey
7. A copy of the zoning map, clearly marking the boundaries of the property being considered.
8. Attach proof of ownership (i.e. copy of the deed). Include a copy of the property record card from the property appraiser's office.
9. Written statement regarding the consistency with the City's Comprehensive Plan and Land Development Regulations for amendments (Sections68-121 and 68-122) as applicable.
10. Proof of mailing of Public Notice. At least 10 days prior to each public hearing date (Local Planning Agency and two City Commission meetings) the applicant must send a public notice to all property owners within 200 feet (500 feet if the property is within the planned development districts) of the subject property. The Community Development Department will create the notice and mailing labels. The applicant is responsible for printing and mailing the notices and providing proof of mailing from USPS to the Community Development Department.

ZONING MAP AMENDMENT ATTACHMENT

1. The Isle of Palms Park is permitted use in both R/M15 and R/OS. No changes in the characteristic of the park will occur.
2. The population density pattern of the area and possible increase or overtaxing of the land is not applicable.
3. There are no restroom buildings or facilities on this property to overload the city's sewer collection facilities.
4. Overloading of the city's drainage system will not be affected. The city removed shuffleboard courts and two additional cement slabs to allow for additional open green space and reduce the impervious surface.
5. The proposed change would not create an isolated zoning district as adjacent lot is already zoned Recreation Open Space.
6. There are no proposed changes to the existing property or park
7. The Isle of Palms Park is the park for the Isle of Palms neighborhood and has been since 1991. There is no impact to the living conditions of the adjacent neighborhood.
8. There is no impact upon the flow of light and air to the adjacent areas.
9. There is no impact to property values in the adjacent area.
10. There is no impact of the proposed rezoning upon improvement or development of the property
11. There is no impact of the existence of other adequate sites in the city for the proposed use in districts already permitting such use.

COMPREHENSIVE PLAN AMENDMENT, FUTURE LAND USE MAP

AMENDMENT, AND/OR ZONING MAP AMENDMENT

ATTACHMENT

1. Existing Use – The Isle of Palms Park is located within the Isle of Palms subdivision of the City of Treasure Island, FL. The property is situated in the northwesterly corner of the intersection of 112th Avenue A and 3rd Street East within the city limits. The street address is 170 112th Avenue.

   The Isle of Palms Park property consists of three parcels, lot 4, 5 & 6. Lot 6 is owned by the city and zoned Recreation Open Space. Lots 4 & 5 were leased to the City of Treasure Island commencing on December 31, 1991, for a term of 100 years until December 30, 2091. Due to a change of ownership by inheritance, the property was at risk of being sold and zoned for residential development. The City purchased the two parcels on September 12, 2018. The parcels are used for a public neighborhood park on the Isle of Palms. The parcels are currently designated Residential Medium (R/M15) which public parks and public recreation areas are allowable use.

   There are no potential conflicts regarding the uses or management of the site.

   Amenities include a playground, exercise equipment, picnic table and benches, bus stop for Pinellas County students and open green space.

2. Proposed Use – The City received a grant from the Florida Communities Trust towards the purchase of Lot 4 & 5. The condition of the grant is that the property remain for public use in perpetuity and be rezoned to Recreation Open Space (R/OS). The property remains a neighborhood park for the Isle of Palms.

COMPREHENSIVE PLAN AND/OR FUTURE LAND USE MAP

ATTACHMENT

1. The City adopted a Master Park Plan in 2021 to ensure user needs are addressed and facilities maintained. Levels of service standards were removed from the updated Comprehensive Plan, and the element now references the Master Park Plan.
2. The purpose for acquiring the site is to preserve recreation/open space land that is at risk for development with residential uses, decreasing the potential for unsafe development in the Coastal High Hazard Area, encouraging alternate modes of transportation and enhancing the safety of neighborhood school age-children. The designation and acquisition of recreation and park sites shall be in accordance with long-range comprehensive plans for City development and redevelopment. The City will strive to enhance mutlimodel transportation connectivity to parks and open space facilities consistent with the Multimodel Transportation Element of the comprehensive plan and coordinate as feasible with Pinellas County's regional multimodel transportation plans.
3. A change in land use designation will decrease the potential for unsafe development in the Coastal High Hazard Area. It will adopt land development regulations which include specific open space definitions and standards, provide for the protection of open space and natural vegetation, and defines appropriate uses of open space and view corridors for buffering between land uses.
4. Recreation open space will be maintained to protect and preserve native habitats and provide passive recreation opportunities as appropriate. The City will strive to use open space to buffer incompatible recreational activities or land uses.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is made and entered into as of the Effective Date (hereinafter defined), by and between the **CITY OF TREASURE ISLAND, FLORIDA**, a municipal corporation organized and existing under the Laws of Florida, whose address is 120 – 108th Avenue, Treasure Island, Florida 33706 (the "PURCHASER") and **WILLIAM BRUCE BROCK**, having an address of 211 Windward Passage, Clearwater, FL 33767-2237, **JAMES CHARLES BROCK**, having an address of 1845 Michelle Lane, Lakeland, FL 33813, **RICHARD DAVID BROCK**, having an address of 846 Granada Boulevard S., Jacksonville, FL 32207, **MARGARET V. HARRIS**, having an address of 1075 14th Avenue N., St. Petersburg, FL 33705, **SHARON A. HARRIS**, having an address of 223 Aranda St. NE, St. Petersburg, FL 33704, and **PATRICIA H. BURGIN**, having an address of 534 W. Beechtree Lane, Wayne, PA 19087, (collectively the "SELLER"), (PURCHASER and SELLER collectively referred to as the "Parties").

In consideration of the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

1. PURCHASE AND SALE/PROPERTY. SELLER agrees to sell and convey to PURCHASER, and PURCHASER agrees to purchase and acquire from SELLER, on the terms and conditions set forth in this Agreement, the property located in **Pinellas County, Florida** (the "Property") and more particularly described as follows:

> ***Lot 4, Block C, Isle of Palms, according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida and Lot 5, Block C, Isle of Palms less that part of described beginning NE corner of Lot 5 thence S 16° 45' 09" E 2.85 feet thence N 70° 35' 26" W 36.44 feet thence S 74° 22' 50" E 34.84 feet to the point of beginning according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida.***
>
> ***Parcel ID Numbers*** *23-31-15-43470-003-0040*
> *and*
> *23-31-15-43470-003-0050*
>
> ***Property Address:*** *112th Avenue, Treasure Island, FL*
> *and*
> *170 112th Avenue, Treasure Island, Florida*

It is expressly understood and agreed by the Parties that the PURCHASER entered into a Lease with predecessors in interest of SELLER on December 30, 1991, which was subsequently amended on July, 8, 1996 (collectively the "Lease"). PURCHASER has been in possession of the Property throughout the term(s) of the Lease. Upon the Effective Date of this Agreement (hereinafter defined), the Parties agree that all terms and conditions of the Lease and all rights and remedies of the Parties in accordance with the Lease remain in full force and effect until the Closing (hereinafter defined). Nothing contained in this

Purchase and Sale Agreement (including, without limitation, Paragraph 10) shall require SELLER to account to PURCHASER for any sums (e.g., utility charges, taxes, assessments, etc.) or to incur any "hold harmless" obligations otherwise assumed by PURCHASER, pursuant to the "Lessee Covenants" as set forth in the Lease.

2. PURCHASE PRICE AND PAYMENT. The Purchase Price to be paid for the Property is FOUR HUNDRED THOUSAND and 00/100 Dollars ($400,000.00), payable in cash, by wire transfer of United States Dollars at the Closing (hereinafter defined).

3. ESCROW AGENT. PURCHASER and SELLER authorize LEWIS, LONGMAN & WALKER, P.A. to act as Escrow Agent (the "Escrow Agent"). The Escrow Agent will receive, deposit and hold funds in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this Agreement. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to PURCHASER and SELLER, unless the misdelivery is due to Escrow Agent's willful breach of this Agreement or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorney's fees and costs to be paid from the escrowed funds which are charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

4. EFFECTIVE DATE. To be effective, this Agreement must be executed by SELLER, PURCHASER, and the ESCROW AGENT no later than August 28, 2018. The effective date of this Agreement is the date that the Escrow Agent executes the Agreement.

5. CLOSING. The purchase and sale transaction contemplated in this Agreement will close on or before September 17, 2018 (the "Closing"), unless extended by paragraph 12 of this Agreement or by written agreement, signed by all parties, extending the Closing.

6. TITLE TO BE CONVEYED. At Closing, SELLER will convey to PURCHASER, by Warranty Deed complying with the requirements of the Title Commitment (hereinafter defined), valid, good, marketable, and insurable title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, restrictions and other conditions except only the following (collectively, the "Permitted Exceptions"): (a) general real estate taxes and special assessments for the year of Closing and subsequent years not yet due and payable; (b) covenants, conditions, easements, dedications, rights-of-way and matters of record included on the Title Commitment or shown on the Survey (defined in Section 7), to which PURCHASER fails to object, or which PURCHASER agrees to accept, pursuant to Section 7.1 and Section 7.2 of this Agreement.

7. FEASIBILITY PERIOD. The PURCHASER, and its designees will have ten (10) days from the Effective Date of this Agreement ("Feasibility Period"), at PURCHASER's expense, to make inquiries to determine if the Property is suitable for its intended use and to enter upon the Property, at any time and from time to time with reasonable notice to SELLER and so long as said investigations do not result in a business interruption, to perform any and all physical tests,

inspections, valuation appraisals and investigations of the Property, including but not limited to Phase I and Phase II investigations, which PURCHASER may deem necessary. During this Feasibility Period, PURCHASER may elect, in PURCHASER's sole and absolute discretion, to terminate this Agreement. If PURCHASER elects to terminate this Agreement in accordance with this Section, PURCHASER will: (i) leave the Property in substantially the condition existing on the Effective Date, subject to such disturbance as was reasonably necessary or convenient in the testing and investigation of the Property; (ii) to the extent practicable, will repair and restore any damage caused to the Property by PURCHASER's testing and investigation; and (iii) release to SELLER, at no cost, all reports and other work generated as a result of the PURCHASER's testing and investigation. PURCHASER agrees to indemnify and hold SELLER harmless from and against all claims, losses, expenses, demands and liabilities, including, but not limited to, attorney's fees, for nonpayment for services rendered to PURCHASER (including, without limitation, any construction liens resulting therefrom) or for damage to persons or property (subject to the limitation on practicability provided above) arising out of PURCHASER's investigation of the Property. However, PURCHASER's indemnification obligations will not exceed its statutory limits as provided within Section 768.28, Florida Statutes, and PURCHASER does not waive its sovereign immunity rights. SELLER agrees to indemnify and hold PURCHASER harmless from and against all claims, losses, expenses, demands and liabilities, including, but not limited to, attorney's fees, for nonpayment for services rendered to SELLER or for damage to persons or property (subject to the limitation on practicability provided above) arising out of PURCHASER's investigation of the Property. SELLERS' obligations under this Section will survive the termination, expiration or Closing of this Agreement.

7.1 Title Review. Within ten (10) days of the Effective Date, PURCHASER will obtain, at the PURCHASER's expense, from a Title Company chosen by PURCHASER (the "Title Company"), a Title Commitment covering the Property and proposing to insure PURCHASER in the amount of the Purchase Price subject only to the Permitted Exceptions, together with complete and legible copies of all instruments identified as conditions or exceptions in Schedule B of the Title Commitment. Any and all assessments, outstanding utility charges, liens and other matters not constituting Permitted Exceptions must be paid by Seller prior to or at closing from Seller's proceeds. PURCHASER will examine the Title Commitment and deliver written notice to SELLER no later than fifteen (15) days after the Effective Date notifying SELLER of any objections PURCHASER has to the condition of title (the "Title Objections"). If PURCHASER fails to deliver the Title Objections to SELLER within the aforesaid review period, title will be deemed accepted subject to the conditions set forth in the Title Commitment. If PURCHASER timely delivers the Title Objections, then SELLER will have ten (10) days to diligently and in good faith undertake all necessary activities to cure and remove the Title Objections (the "Cure Period"). In the event that SELLER is unable to cure and remove, or cause to be cured and removed, the Title Objections within the Cure Period, to the satisfaction of PURCHASER, then PURCHASER, in PURCHASER's sole and absolute discretion, will have the option of (i) extending the Cure Period and the Closing for one additional thirty (30) day period, or (ii) accepting the title as it then is but using such portion of the Purchase Price as may be necessary to pay and satisfy any mortgages, outstanding utility charges, delinquent property taxes and/or code enforcement and contractors' liens or other recorded claims of lien upon the property, or (iii) canceling and terminating this Agreement, in which case, the Parties will have no further

obligations or liability under this Agreement, except for those expressly provided in this Agreement to survive termination of this Agreement.

Prior to the Closing, PURCHASER has the right to cause the Title Company to issue an updated Title Commitment ("Title Update") covering the Property. If any Title Update contains any conditions which did not appear in the Title Commitment, and such items render title unmarketable, PURCHASER will have the right to object to such new or different conditions in writing prior to Closing. All rights and objections of the Parties with respect to objections arising from the Title Update will be the same as objections to items appearing in the Title Commitment, subject to the provisions of this Section.

7.2. Survey Review. PURCHASER, at PURCHASER's expense, may obtain a current boundary survey (the "Survey") of the Property, indicating the number of acres comprising the Property to the nearest 1/100th of an acre. If the Survey discloses encroachments on the Property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, covenants of this Agreement, or applicable governmental regulations, the same will constitute a title defect and be governed by the provisions of Section 7.1 concerning title objections.

7.3 SELLER Deliveries.

SELLER will deliver to PURCHASER the following documents and instruments within ten (10) days of the Effective Date of this Agreement, except as specifically indicated:

7.3.1 Copies of any reports or studies (including engineering, environmental, soil borings, and other physical inspection reports), in SELLER's possession or control with respect to the physical condition or operation of the Property, if any.

7.3.2 Copies of all licenses, variances, waivers, permits (including but not limited to all surface water management permits, wetland resource permits, consumptive use permits and environmental resource permits), authorizations, and approvals required by law or by any governmental or private authority having jurisdiction over the Property, or any portion thereof (the "Governmental Approvals"), which are material to the use or operation of the Property, if any.

7.3.3 Prior to the Closing Date, SELLER will execute and deliver to PURCHASER any and all documents and instruments required by PURCHASER, in PURCHASER's sole and absolute discretion, which: (i) effectuate the transfer to PURCHASER of those Governmental Approvals, or portions thereof which are applicable to the Property, that PURCHASER desires to have assigned to it, and/or (ii) cause the Property to be withdrawn from any Governmental Approvals. No later than ten (10) days prior to the Closing Date, SELLER will remedy, restore, and rectify any and all violations of the Governmental Approvals (including, but not limited to, any and all portions of the surface water management system, mitigation areas or other items which do not comply with the Governmental Approvals or applicable rules), if any. PURCHASER represents that, during the term of the Lease, it has neither had actual knowledge of nor received any notice that there are or have been any violations of any Governmental approvals with respect to PURCHASER's use and operation of the Property under the Lease.

SELLER warrants that there will not be, at the time of Closing, any unrecorded instruments affecting the title to the Property, including, but not limited to any conveyances, easements, licenses or leases.

8. CONDITIONS TO CLOSING. PURCHASER will not be obligated to close on the purchase of the Property unless each of the following conditions (collectively, the "Conditions to Closing") are either fulfilled or waived by PURCHASER in writing:

8.1. Representations and Warranties. All of the representations and warranties of SELLER contained in this Agreement are true and correct as of Closing.

8.2. Condition of Property. The physical condition of the Property is the same on the date of Closing as on the Effective Date, reasonable wear and tear excepted.

8.3. Pending Proceedings. At Closing, there is no litigation or administrative agency or other governmental proceeding of any kind whatsoever, pending or threatened, which has not been disclosed, prior to closing, and accepted by PURCHASER.

8.4. Compliance with Laws and Regulations. The Property is in compliance with all applicable federal, state and local laws, ordinances, rules, regulations, codes, requirements, licenses, permits and authorizations as of the date of Closing.

9. CLOSING DOCUMENTS. The PURCHASER will prepare, or cause to be prepared, the Closing Documents set forth in this Section, except for documents prepared by the SELLER'S Agent. At Closing, SELLER will execute and deliver, or cause to be executed and delivered to PURCHASER the following documents and instruments:

9.1. Deed. A Warranty Deed (the "Deed") conveying to PURCHASER valid, good, marketable and insurable fee simple title to the Property free and clear of all liens, encumbrances and other conditions of title other than the Permitted Exceptions.

9.2 Seller's Affidavits. SELLER will furnish to PURCHASER an owner's affidavit attesting that, to the best of its knowledge, no individual or entity has any claim against the Property under the applicable construction lien law; and that there are no parties in possession of the Property other than SELLER and PURCHASER in accordance with the Lease. SELLER will also furnish to PURCHASER a non-foreign affidavit with respect to the Property. In the event SELLER is unable to deliver its affidavits referenced above, the same is deemed an uncured title objection.

9.3. Closing Statement. A closing statement setting forth the Purchase Price, the Deposit, all credits, adjustments and prorations between PURCHASER and SELLER, all costs and expenses to be paid at Closing, and the net proceeds due SELLER, which PURCHASER will also execute and deliver at Closing.

9.4. Corrective Documents. Documentation required to clear title to the

Property of all liens, encumbrances and exceptions, if any, other than Permitted Exceptions.

9.5. Additional Documents. Such other documents as PURCHASER or the Title Company may reasonably request that SELLER execute and deliver, and any other documents required by this Agreement or reasonably necessary in order to close this transaction and effectuate the terms of this Agreement.

10. PRORATIONS, CLOSING COSTS AND CLOSING PROCEDURES.

10.1. Prorations. Assessments, rents, interest, insurance and other expenses of the Property will be prorated through the day before Closing. PURCHASER will have the option of taking over existing policies of insurance, if assumable, in which event premiums will be prorated. Cash at Closing will be increased or decreased as may be required by prorations to be made through the day prior to Closing. Taxes will be prorated based upon the current year's tax with due allowance made for maximum allowable discount.

10.2 Ad Valorem Taxes. At Closing, PURCHASER shall be responsible for the payment of any ad valorem taxes for the year of closing.

10.3. Special Assessment Liens. Certified, confirmed and ratified special assessment liens imposed by public bodies as of Closing are to be paid by SELLER. Pending liens as of Closing will be assumed by PURCHASER. If the improvement has been substantially completed as of the Effective Date, any pending lien will be considered certified, confirmed or ratified and SELLER will, at Closing, be charged an amount equal to the last estimate or assessment for the improvement by the public body.

10.4. Closing Costs. PURCHASER will be responsible for all documentary stamps on the deed, recording the deed, title insurance, and all general closing expenses (settlement fee, courier fees, overnight package, etc.). SELLER is responsible for their own legal fees. All other costs of closing will be borne by PURCHASER.

10.5 Closing Procedure. PURCHASER will fund the Purchase Price subject to the credits, offsets and prorations set forth in this Agreement. SELLER and PURCHASER (as applicable) will execute and deliver to Closing Agent the Closing Documents. The Closing Agent will, at Closing: (i) disburse the sale proceeds to SELLER; (ii) deliver the Closing Documents and a "marked-up" Title Commitment to PURCHASER, and promptly thereafter, record the Deed and other recordable Closing Documents in the Public Records of Pinellas County, Florida.

10.6 Existing Mortgages and Other Liens. At Closing, SELLER will obtain, or cause to be obtained, satisfaction or release of record of all mortgages, liens and judgments applicable to and encumbering the Property.

11. REPRESENTATIONS, COVENANTS AND WARRANTIES. To induce PURCHASER to enter into this Agreement, SELLER makes the following representations, all of which, to the best of its knowledge, in all material respects and except as otherwise provided in

this Agreement (i) are now true, and (ii) is true as of the date of the Closing unless SELLER receives information to the contrary, and (iii) will survive the Closing. In that event, PURCHASER will be provided immediate notice as to the change to the following representations:

11.1 At all times from the Effective Date until prior to Closing, SELLER will keep the Property (whether before or after the date of Closing) free and clear of any mechanic's or materialmen's liens for work or materials furnished to or contracted for, by or on behalf of SELLER prior to the Closing, and SELLER will indemnify, defend and hold PURCHASER harmless from and against all expense and liability in connection therewith (including, without limitation, court costs and reasonable attorney's fees).

11.2 SELLER has no actual knowledge nor has SELLER received any notice of any litigation, claim, action or proceeding, actual or threatened, against SELLER or the Property by any organization, person, individual or governmental agency which would affect (as to any threatened litigation, claim, action or proceeding, in a materially adverse fashion) the use, occupancy or value of the Property or any part thereof or which would otherwise relate to the Property.

11.3 SELLER has full power and authority to enter into this Agreement and to assume and perform its obligations under this Agreement. SELLER does not and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the Property or assets of the SELLER by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the SELLER is a party of which is or purports to be binding upon the SELLER or which affects the SELLER; no action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon the SELLER in accordance with its terms.

11.4 SELLER represents that SELLER will not, between the date of this Agreement and the Closing, without PURCHASER'S prior written consent, which consent will not be unreasonably withheld or delayed, except in the ordinary course of business, create any encumbrances on the Property. For purposes of this provision the term "encumbrances" will mean any liens, claims, options, or other encumbrances, encroachments, rights-of-way, leases, easements, covenants, conditions or restrictions. Additionally, SELLER represents that SELLER will not, between the date of this Agreement, and the Closing take any action to terminate or materially, amend or alter any existing leases presently in existence, without the prior consent of PURCHASER, which consent will not be unreasonably withheld or delayed.

11.5 SELLER will not list or offer the Property for sale or solicit or negotiate offers to purchase the Property while this Agreement is in effect. SELLER will use its best efforts to maintain the Property in its present condition so as to ensure that it will remain substantially in the same condition from the conclusion of the Feasibility Period to the Closing Date.

11.6 SELLER represents that it has neither actual knowledge nor received any notice that the Property has been, is presently or is contemplated to be utilized as a reservoir of hazardous material. As used in this Agreement, the term "Hazardous Material" means any

substance, water or material which has been determined by any state, federal or local government authority to be capable of posing a risk of injury to health, safety and property, including, but not limited to, all of those materials, wastes and substances designated as hazardous or toxic by the U.S. Environmental Protection Agency, the U.S. Department of Labor, the U.S. Department of Transportation, and/or any other state or local governmental agency now or hereafter authorized to regulate materials and substances in the environment (collectively "Governmental Authority(ies)").

11.7 SELLER represents to PURCHASER that the Property is not subject to any deed restrictions or declaration of restrictions running with the Property which would affect the use of the Property except those constituting Permitted Exceptions as defined above.

11.8 Between the date of this Agreement and the date of closing, SELLER will not file any application for a change of the present zoning classification of the Property.

11.9 Authority. The execution and delivery of this Agreement by SELLER and the consummation by SELLER of the transaction contemplated by this Agreement are within SELLER'S capacity and all requisite action has been taken to make this Agreement valid and binding on SELLER in accordance with its terms. The person executing this Agreement on behalf of SELLER has been duly authorized to act on behalf of and to bind SELLER, and this Agreement represents a valid and binding obligation of SELLER.

11.10 Title. SELLER is and will be on the Closing Date, the owner of valid, good, marketable and insurable fee simple title to the Property, free and clear of all liens, encumbrances and restrictions of any kind, except the Permitted Exceptions (and encumbrances of record which will be discharged at Closing).

11.11 Additional Warranties and Representations of SELLER. As a material inducement to PURCHASER entering into this Agreement, SELLER, to the best of SELLER'S information and belief, represents and warrants the following:

11.11.1 Unless otherwise specified in this Agreement, there are no pending applications, permits, petitions, contracts, approvals, or other proceedings with any governmental or quasi-governmental authority, including but not limited to, PURCHASER, municipalities, counties, districts, utilities, and/or federal or state agencies, concerning the use or operation of, or title to the Property or any portion thereof, and SELLER has not granted or is not obligated to grant any interest in the Property to any of the foregoing entities.

11.11.2 There are no facts believed by SELLER to be material to the use, condition and operation of the Property in the manner that it has been used or operated, which it has not disclosed to PURCHASER in this Agreement, including but not limited to unrecorded instruments or defects in the condition of the Property which will impair the use or operation of the Property in any manner.

11.11.3 To the best of SELLER'S knowledge, the Property and the use and operation thereof are in compliance with all applicable county and governmental laws, ordinances,

regulations, licenses, permits and authorizations, including, without limitation, applicable zoning and environmental laws and regulations.

12. DEFAULT.

12.1. PURCHASER's Default. In the event that this transaction fails to close due to a wrongful refusal to close or default on the part of PURCHASER, subject to the provisions of Paragraph 12.3 below, notwithstanding anything to the contrary contained in this Agreement, SELLER may, at its option: (1) declare PURCHASER in default under this Agreement by notice delivered to PURCHASER, in which event SELLER may terminate this Agreement and neither Party will have any further rights under this Agreement, or (2) seek specific performance of this Agreement, without waiving any action for damages. SELLER and PURCHASER agree that this is a bona fide liquidated damages provision and not a penalty or forfeiture provision.

12.2. Seller's Default. In the event that SELLER fails to fully and timely perform any of its obligations or covenants under this Agreement or if any of SELLER'S representations are untrue or inaccurate, then, notwithstanding anything to the contrary contained in this Agreement, and subject to Paragraph 12.3 below, PURCHASER may, at its option: (1) declare SELLER in default under this Agreement by notice delivered to SELLER, in which event PURCHASER may terminate this Agreement and neither Party will have any further rights under this Agreement, or (2) seek specific performance of this Agreement, without waiving any action for damages.

12.3. Notice of Default. Prior to declaring a default and exercising the remedies described in this Agreement, the non-defaulting Party will issue a notice of default to the defaulting Party describing the event or condition of default in sufficient detail to enable a reasonable person to determine the action necessary to cure the default. The defaulting Party will have ten (10) days from delivery of the notice during which to cure the default, provided, however, that as to a failure to close, the cure period will only be three (3) business days from the delivery of notice. Both parties agree that if an extension is requested, such extension will not be unreasonably withheld. If the default has not been cured within the aforesaid period, the non-defaulting Party may exercise the remedies described above.

12.4. Survival. The provisions of this section will survive the termination of this Agreement.

13. NOTICES. All notices required in this Agreement must be in writing and will be considered delivered when received by certified mail, return receipt requested, or personal delivery to the following addresses:

If to Seller: William Bruce Brock
211 Windward Passage
Clearwater, FL 33767-2237

With a copy to: James Charles Brock

1845 Michelle Lane
Lakeland, FL 33813

If to Purchaser: Garry Brumback, City Manager
City of Treasure Island, Florida
120 – 108th Avenue
Treasure Island, Florida 33706

With a copy to: Jennifer R. Cowan, Esq.
Lewis, Longman & Walker, PA
100 Second Avenue South, Suite 501-S
St. Petersburg, FL 33701

14. BINDING OBLIGATION/ASSIGNMENT. The terms and conditions of this Agreement are made binding on, and inure to the benefit of the successors and permitted assigns of the Parties to this Agreement. SELLER may not assign its interest in this Agreement without the prior written consent of PURCHASER, which will not be unreasonably withheld. PURCHASER may not assign its interest in this Agreement without the prior written consent of SELLER, which will not be unreasonably withheld.

15. BROKER FEES. The SELLER and PURCHASER state that they have not dealt with a real estate broker in connection with the transaction contemplated by this Agreement and are not liable for a sales commission. SELLER will indemnify, defend and hold harmless the PURCHASER from and against any and all claims, losses, damages, costs or expenses (including, without limitation, attorney's fees) of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by SELLER on its behalf with any broker or finder in connection with this Agreement. The provisions of this Section will survive Closing or termination of this Agreement.

16. ENVIRONMENTAL CONDITIONS.

16.1. For purposes of this Agreement, pollutant (the "Pollutant") means any hazardous or toxic substance, material, or waste of any kind or any contaminant, pollutant, petroleum, petroleum product or petroleum by-product as defined or regulated by environmental laws. Disposal (the "Disposal") means the release, storage, use, handling, discharge, or disposal of such Pollutants. Environmental laws (the "Environmental Laws") means any applicable federal, state, or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

16.1.1 As a material inducement to PURCHASER entering into this Agreement, SELLER warrants and represents the following, as applicable:

(1) That SELLER and occupants of the Property have obtained and are in full compliance with any and all permits regarding the Disposal of Pollutants on the Property or contiguous property owned by SELLER, to the best of SELLER'S knowledge.

(2) SELLER is not aware nor does it have any notice of any past, present or future events, conditions, activities or practices which may give rise to any liability or form a basis for any claim, demand, cost or action relating to the Disposal of any Pollutant on the Property. SELLER is not aware nor does it have any notice of any past, present or future events, conditions, activities or practices on contiguous property that is owned by SELLER which may give rise to any liability or form a basis for any claim, demand, cost or action relating to the Disposal of any Pollutant affecting the SELLER'S property.

(3) There is no civil, criminal or administrative action, suit, claim, demand, investigation or notice of violation pending or, to the best of that entity's knowledge, threatened against SELLER or the Property relating in any way to the Disposal of Pollutants on the Property, any portion thereof, or on any contiguous property owned by SELLER.

17. PUBLIC RECORDS. PURCHASER is a public agency subject to Chapter 119, Florida Statutes. The SELLER is notified that the PURCHASER is required by law, pursuant to Chapter 119, to maintain and disclose upon request all records deemed public under the statute including this Agreement and some or all of the documents necessary to consummate the transaction set forth in this Agreement. To the extent that any litigation should be instituted by SELLER, either directly or as a third party, to prevent or prohibit PURCHASER from disclosing or providing documents involving this Agreement or the transaction set forth in the Agreement pursuant to a public records request submitted under Chapter 119, SELLER agrees that PURCHASER may either: 1) defend the claim up to and including final judgment, or 2) interplead the challenged documents into the court. In either event, SELLER agrees to pay PURCHASER's reasonable attorneys' fees and costs, both trial and appellate.

18. MISCELLANEOUS.

18.1. General. This Agreement, and any amendment to this Agreement, may be executed in any number of counterparts, each of which is deemed to be an original and all of which will, together, constitute one and the same instrument. The section and paragraph headings contained in this Agreement are for the purposes of identification only and will not be considered in construing this Agreement. Reference to a Section is deemed to be a reference to the entire Section, unless otherwise specified. No modification or amendment of this Agreement will be of any force or effect unless in writing executed by the Parties. This Agreement sets forth the entire agreement between the Parties relating to the Property and all subject matter in this Agreement, and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Parties. This Agreement must be interpreted in accordance with the laws of the State of Florida. The Parties agree that jurisdiction of any litigation brought arising out of this Agreement is in the Sixth Judicial Circuit, in and for Pinellas County, Florida, or, should any cause of action be limited to federal jurisdiction only, in the United States District Court for the Middle District of Florida.

18.2. Computation of Time. Any reference to time periods in this Agreement which are not measured in business days and which are less than six (6) days, will exclude Saturdays, Sundays and legal holidays in the time computation. Any time period provided for in this Agreement which ends on a Saturday, Sunday or legal holiday will extend to 5:00 p.m. on the

next full business day. Time is of the essence in the performance of all obligations under this Agreement. Time periods commencing with the Effective Date will not include the Effective Date in the time calculation.

18.3. Waiver. Neither the failure of a party to insist upon a strict performance of any of the terms, provisions, covenants, agreements and conditions of this Agreement, nor the acceptance of any item by a party with knowledge of a breach of this Agreement by the other party in the performance of their respective obligations under this Agreement, will be deemed a waiver of any rights or remedies that a party may have or a waiver of any subsequent breach or default in any of such terms, provisions, covenants, agreements or conditions. This paragraph will survive termination of this Agreement and the Closing.

18.4. Construction of Agreement. The Parties to this Agreement, through counsel, have participated freely in the negotiation and preparation of this Agreement. Neither this Agreement nor any amendment to this Agreement may be more strictly construed against any of the Parties. As used in this Agreement, or any amendment to this Agreement, the masculine will include the feminine, the singular will include the plural, and the plural will include the singular, as the context may require. Provisions of this Agreement that expressly provide that they survive the Closing will not merge into the Deed.

18.5. Severability. If any provision of this Agreement or the application of this Agreement will, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances will be affected thereby, but instead must be enforced to the maximum extent permitted by law. The provisions of this Section will apply to any amendment of this Agreement.

18.6 Handwritten Provisions. Handwritten provisions inserted in this Agreement and initialed by PURCHASER and SELLER control all printed provisions in conflict therewith.

18.7 WAIVER OF JURY TRIAL. AS AN INDUCEMENT TO PURCHASER AGREEING TO ENTER INTO THIS AGREEMENT, PURCHASER AND SELLER WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER PARTY PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

18.8. Attorneys Fees and Costs. Should it be necessary to bring an action to enforce any of the provisions of this Agreement, reasonable attorneys' fees and costs, including those at the appellate level, will be awarded to the prevailing party.

18.9 Binding Authority. Each party represents and warrants to the other that each person executing this Agreement on behalf of the PURCHASER and SELLER has full right and lawful authority to execute this Agreement and to bind and obligate the party for whom or on whose behalf he or she is signing with respect to all provisions contained in this Agreement.

18.10 Recording. This Agreement may be recorded in the Public Records of Pinellas County, Florida.

18.11 Survival. The covenants, warranties, representations, indemnities and undertakings of SELLER set forth in this Agreement, will survive the Closing, the delivery and recording of the SELLER'S Property Deed and PURCHASER's possession of the Property.

18.12 SELLER Attorneys' Fees and Costs. SELLER acknowledges and agrees that SELLER will be responsible for its own attorneys' fees and all costs, if any, incurred by SELLER in connection with the transaction contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective date.

Signed, sealed and delivered in the presence of:

"SELLER"

Printed Name: Marina Rozique

Printed Name: Alicia Hess
As to William Bruce Brock

WILLIAM BRUCE BROCK
Date: 8/18/2018

Printed Name: Ken Jurgensmeyer

Printed Name: Gail Donlon
As to James Charles Brock

JAMES CHARLES BROCK
Date: 8/18/2018

Printed Name:

Printed Name:
As to Richard David Brock

RICHARD DAVID BROCK
Date:

Alicia Hess

Printed Name: Alicia Hess

Printed Name: Marina Rozique
As to Margaret V. Harris

MARGARET V. HARRIS
Date: 8/19/18

18.11 Survival. The covenants, warranties, representations, indemnities and undertakings of SELLER set forth in this Agreement, will survive the Closing, the delivery and recording of the SELLER'S Property Deed and PURCHASER's possession of the Property.

18.12 SELLER Attorneys' Fees and Costs. SELLER acknowledges and agrees that SELLER will be responsible for its own attorneys' fees and all costs, if any, incurred by SELLER in connection with the transaction contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective date.

Signed, sealed and delivered in the presence of:

"SELLER"

_____
Printed Name:_____

_____
Printed Name:_____
As to William Bruce Brock

_____
WILLIAM BRUCE BROCK
Date:_____

_____
Printed Name:_____

_____
Printed Name:_____
As to James Charles Brock

_____
JAMES CHARLES BROCK
Date:_____

_____
Printed Name: Shannon Nicholes

_____
Printed Name: Christina Hurell
As to Richard David Brock

_____
RICHARD DAVID BROCK
Date: 8-17-18

_____
Printed Name:_____

_____
Printed Name:_____
As to Margaret V. Harris

_____
MARGARET V. HARRIS
Date:_____

Rozique
Printed Name: Marina Rozique

Alice A. Martin
Printed Name: Alice A. Martin
As to Sharon A. Harris

Printed Name: Alicia Hess

Rozique
Printed Name: Marina Rozique
As to Patricia H. Burgin

Ruth A. Nickerson
Printed Name: Ruth A. Nickerson

Cathy Hayduke
Printed Name: Cathy Hayduke
As to the City of Treasure Island, Florida

Sharon A. Harris
SHARON A. HARRIS
Date: 8/19/2018

Patricia H. Burgin
PATRICIA H. BURGIN
Date: Aug. 19, 2018

"PURCHASER"

CITY OF TREASURE ISLAND, FLORIDA

By:
Printed Name: Barry Brumback
Title: City Manager
Date: August 21, 2018

"ESCROW AGENT"

LEWIS, LONGMAN & WALKER, P.A.

By:
Printed Name: Richard Green
Title: Attorney/Title Agent
Date: 8/22/2018

City of Treasure Island
Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE CITY OF TREASURE ISLAND COMPREHENSIVE PLAN FOR TWO LOTS ASSOCIATED WITH ISLE OF PALMS PARK ALSO KNOWN AS "TRIANGLE PARK" LOCATED ON THE NORTHEAST CORNER OF 112TH AVENUE A AND 13TH STREET EAST (LOTS 4 & 5) WHICH COMBINED MEASURE APPROXIMATELY 0.256 ACRES OR 11,170 SQUARE FEET, FROM RESIDENTIAL MEDIUM (RM-15) TO RECREATION/OPEN SPACE (R/OS); FINDING THE REQUEST CONSISTENT WITH THE CITY OF TREASURE ISLAND COMPREHENSIVE PLAN AND THE FORWARD PINELLAS COUNTYWIDE PLAN; PROVIDING FOR TRANSMITTAL TO REVIEWING AGENCIES IN ACCORDANCE WITH THE REQUIREMENTS OF LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT, AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

Question 1. Does the proposed ordinance meet one or more of the exceptions listed below? If so, then please check the applicable exception below and move to Question 2. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by section 166.041(4), Florida Statutes, for the proposed ordinance. If there is no applicable exception, proceed with completing the business impact estimate at Question 3.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☒ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Development orders and development permits, as those terms are defined in section 163.3164, Florida Statutes, and development agreements, as authorized by the Florida Local Government Development Agreement Act under sections 163.3220-163.3243, Florida Statutes;
b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the City;
c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Question 2. Based on the exception you selected above and in accordance with the provisions of the controlling law, please provide an explanation below of why the ordinance meets the exception(s).

On October 18, 2022, the City Commission approved Resolution 2022-11 accepting the Florida Communities Trust (FCT) 2018-2019 Funding Cycle Grant for the purchase of the Isle of Palms Park Property (Lots 4 & 5) ("Grant Agreement"). The Grant Agreement requires the City to ensure that, following the acquisition of the property, the future land use and zoning designation assigned to the project site is for a category dedicated to open space, conservation, or outdoor recreation uses.

Question 3. If there is no applicable exception, proceed with completing the below Business Impact Estimate. This Business Impact Estimate may be revised following its initial posting. In accordance, the City hereby publishes the following information:

A. Summary of the proposed ordinance (must include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals and welfare of the City):

The Isle of Palms Park also known as "Triangle Park" is located on the northeast corner of 112th Avenue A and 13th Street East and has been utilized as a neighborhood park for residents of the Isle of Palms. Two of the parcels associated with Triangle Park were purchased by the City of Treasure Island in 2018.

In October 2022, the City Commission approved Resolution 2022-11 accepting the Florida Communities Trust (FCT) 2018-2019 Funding Cycle Grant for the purchase of the Isle of Palms Park Property (Lots 4 & 5) ("Grant Agreement"). The Grant Agreement requires the City to ensure that, following the acquisition of the property, the future land use and zoning designation assigned to the project site is for a category dedicated to open space, conservation, or outdoor recreation uses. Therefore, the city is seeking to amend the Future Land Use Map to meet this requirement.

B. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any: N/A

(1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

The proposed ordinance changes the designation from Residential Medium to Recreation/Open Space. As the property has historically been used as a park there is no direct impact on businesses.

(2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

There is no new charge or fee.

(3) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

No revenues will be generated from this ordinance.

(4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the City that are not covered by (1), (2), or (3): N/A

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance:

This ordinance is a change to the Future Land Use Map from Residential Medium to Recreation/Open Space. No businesses will be impacted by this ordinance.

D. Additional information the governing body deems useful (if any): N/A

AGENDA ITEM NO. 6.B

Item Cover Page

LOCAL PLANNING AGENCY AGENDA ITEM REPORT

DATE: May 15, 2025

SUBMITTED BY: Maryellen Edwards, Community Development

ITEM TYPE: Presentations

AGENDA SECTION: PRESENTATION OF ITEMS

SUBJECT: Review LPA Resolution 2025-08 which recommends approval of Ordinance 2025-05 to the City Commission.

BACKGROUND: The Isle of Palms Park also known as “Triangle Park’ is located on the northeast corner of 112th Avenue A and 13th Street East, Treasure Island. There are two lots, Lot 4 and Lot 5, which combined measure approximately 0.256 acres or 11,170 square feet. The property contains a shuffleboard court, playground structure and swing set, bus stop, bicycle rack and park amenities such as benches and trash receptacles.

The Legal Description for the property is listed as: Lot 4, Block C, Isles of Palms, according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida and Lot 5, Block C, Isles of Palms less that part of described beginning NE corner of Lot 5 thence S 16D 45' 09" E 2.85 feet thence N 70D 35' 26" W 36.44 feet thence S 74D 22' 50" E 34.84 feet to point of beginning according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida.

The former owners of the property, heirs to Patricia B. Harris, Charles A Brock and his wife Jeanne Brock, expressed their desire to sell the property and in August 2018 the City Commission authorized the City Manager to sign the purchase and sale contract for the property. The property was purchased in September 2018.

In October 2022, the City Commission approved Resolution 2022-11 accepting the Florida Communities Trust (FCT) 2018-

	2019 Funding Cycle Grant for the purchase of the Isle of Palms Park Property (Lots 4 & 5) ("Grant Agreement"). The Grant Agreement imposes certain terms and conditions on the lands acquired under the Florida Communities Trust Act that must be met prior to the disbursement of any FCT Florida Forever funds. Specifically, the Grant Agreement requires the City to ensure that, following the acquisition of the property, the future land use and zoning designation assigned to the project site is for a category dedicated to open space, conservation, or outdoor recreation uses.
POLICY/PURPOSE:	To amend the Official Zoning Map of the City of Treasure Island in accordance with Florida Statutes and the City of Treasure Island Land Development Regulations.
STRATEGIC PLAN RELEVANCE:	Goal 1: Promote a socially connected community through the implementation of the Master Park Plan.
ANALYSIS/DISCUSSION:	As required by the Grant Agreement the City has filed an application for an amendment to the Official Zoning Map to change the designation for the two properties (Lots 4 & 5) from the Residential Medium (RM-15) to the Recreation/Open Space (R/OS). The application is consistent with the amendment procedure outlined in the City of Treasure Island Land Development Regulations.
FUNDING:	No funding is required for this Ordinance.
MOTION:	I move to (approve/deny) Resolution 2025-08, which recommends adoption of Ordinance 2025-05 to the City Commission.

ATTACHMENTS:

LPA Resolution Recommending Approval of Ordinance 2025-05 (02832653-2).DOCX
Ordinance 2025-05 Amending the Zoning Map (02832651-2).DOCX
Zoning Map Exhibits A-C.pdf
2025-04 and 2025-05 Staff Report.pdf
ZONING MAP AMENDMENT APPLICATION.pdf
FUTURE LAND USE MAP ATTACHMENT.pdf
ZONING MAP AMENDMENT ATTACHMENT.pdf
COMPREHENSIVE PLAN AMENDMENT - EXISTING AND PROPOSED.pdf
Fully executed Purchase and Sale Agreement Isle of Palms 8-22-18 (01030132xBA9D6).pdf
Business Impact Ord 2025-05.docx

LPA RESOLUTION NO. 2025-08

A RESOLUTION OF THE LOCAL PLANNING AGENCY OF THE CITY OF TREASURE ISLAND, FLORIDA, RECOMMENDING APPROVAL OF ORDINANCE NO. 2025-05 AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TREASURE ISLAND FOR TWO LOTS ASSOCIATED WITH "TRIANGLE PARK" LOCATED ON THE NORTHEAST CORNER OF 112TH AVENUE A AND 13TH STREET EAST (LOTS 4 & 5) WHICH COMBINED MEASURE APPROXIMATELY 0.256 ACRES OR 11,170 SQUARE FEET FROM RESIDENTIAL MEDIUM (RM-15) TO RECREATION/OPEN SPACE (R/OS); PROVIDING FOR SEVERABILITY; FINDING THE REQUEST CONSISTENT WITH THE CITY OF TREASURE ISLAND COMPREHENSIVE PLAN, LAND DEVELOPMENT REGULATIONS AND THE FORWARD PINELLAS COUNTYWIDE PLAN; PROVIDING FOR CONFLICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3174, Fla. Stat., provides for the establishment of a "local planning agency"; and

WHEREAS, Section 163.3174, Fla. Stat., describes the duties and responsibilities of a Local Planning Agency, which include preparing and making recommendations of comprehensive plan amendments and proposed land development regulations; and

WHEREAS, on May 15, 2025, the Planning and Zoning Board, sitting as the Local Planning Agency, reviewed the proposed amendments provided herein and found the amendments consistent with the Treasure Island Comprehensive Plan and its elements; and

WHEREAS, on May 15, 2025, the Planning and Zoning Board, sitting as the Local Planning Agency, held a public hearing on Ordinance 2025-05 amending the Future Land Use map of the City of Treasure Island and has considered the information received at said public hearing; and

WHEREAS, on May 15, 2025, the Planning and Zoning Board, sitting as the Local Planning Agency, recommended approval of Ordinance 2025-05 to the City Commission through Resolution 2025-08.

NOW, THEREFORE, BE IT RESOLVED by the Local Planning Agency of the City of Treasure Island, in a public meeting assembled:

The City of Treasure Island Local Planning Agency hereby transmits to the City Commission the proposed amendments to the official Zoning Map of the City of Treasure Island, as set forth in Ordinance 2025-05, with the recommendation to approve the amendments.

PASSED AND DULY ADOPTED BY THE CITY OF TREASURE ISLAND LOCAL PLANNING AGENCY, 15th Day of MAY 2025.

TREASURE ISLAND LOCAL PLANNING AGENCY

_____ _____

Richard Harris, Chair Date
Local Planning Agency

ORDINANCE 2025-05

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TREASURE ISLAND FOR TWO LOTS ASSOCIATED WITH "TRIANGLE PARK" LOCATED ON THE NORTHEAST CORNER OF 112TH AVENUE A AND 13TH STREET EAST (LOTS 4 & 5) WHICH COMBINED MEASURE APPROXIMATELY 0.256 ACRES OR 11,170 SQUARE FEET FROM RESIDENTIAL MEDIUM (RM-15) TO RECREATION/OPEN SPACE (R/OS); FINDING THE REQUEST CONSISTENT WITH THE CITY OF TREASURE ISLAND COMPREHENSIVE PLAN, LAND DEVELOPMENT REGULATIONS AND THE FORWARD PINELLAS COUNTYWIDE PLAN; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Isle of Palms Park also known as "Triangle Park" is located on the northeast corner of 112th Avenue A and 13th Street East and has been utilized as a neighborhood park for residents of the Isle of Palms as shown on Exhibit A; and

WHEREAS, the legal description of the property is listed as Lot 4, Block C, Isles of Palms, according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida and Lot 5, Block C, Isles of Palms less that part of described beginning NE corner of Lot 5 thence S 16D 45' 09" E 2.85 feet thence N 70D 35' 26" W 36.44 feet thence S 74D 22' 50" E 34.84 feet to point of beginning according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida; and

WHEREAS, the former owners of the property, heirs to Patricia B. Harris, Charles A Brock and his wife Jeanne Brock, expressed their desire to sell the property; and

WHEREAS, on August 21, 2018, the City Commission approved Resolution 18-16 which authorized the City Manager to sign the purchase and sale contract for the Isle of Palms property; and

WHEREAS, the City of Treasure Island ("City") purchased the Isle of Palms Park property (Lots 4 & 5) in September of 2018; and

WHEREAS, on October 18, 2022, the City Commission approved Resolution 2022-11 accepting the Florida Communities Trust (FCT) 2018-2019 Funding Cycle Grant for the purchase of the Isle of Palms Park (Lots 4 & 5) ("Grant Agreement"); and

WHEREAS, the Grant Agreement imposes certain terms and conditions on the lands acquired under the Florida Communities Trust Act that must be met prior to the disbursement of any FCT Florida Forever funds; and

WHEREAS, Section XI of the agreement requires the City to ensure that, following the acquisition of the property, the future land use and zoning designation assigned to the project site is for a category dedicated to open space, conservation, or outdoor recreation uses; and

WHEREAS, the property owner, City of Treasure Island ("City"), has filed an application to change the zoning designation for the two properties (Lots 4 & 5) described on Exhibit "B" from the Residential Medium (RM-15) district to the Recreation/Open Space (R/OS) district as depicted on the attached Exhibit "C"; and

WHEREAS, the Planning and Zoning Board, sitting as the Local Planning Agency, met on May 15, 2025, and determined that the application is consistent with the rezoning criteria outlined in Section 68-122 of the City of Treasure Island, Land Development Regulations, the City of Treasure Island Comprehensive Plan and the Forward Pinellas Countywide Plan; and

WHEREAS, the City Commission has reviewed the application and determined that the requested zoning change is consistent with the rezoning criteria outlined in Section 68-122 of the City of Treasure Island Land Development Regulations, the City of Treasure Island Comprehensive Plan and the Forward Pinellas Countywide Plan.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND, FLORIDA DOES ORDAIN:

SECTION 1. The recitals set forth in the "Whereas" clauses above are ratified and confirmed as true and correct and are hereby adopted as legislative findings by the City Commission of the City of Treasure Island, Florida, for the adoption of this Ordinance.

SECTION 2. The Official Zoning Map of the City of Treasure Island is hereby amended to change the current zoning designation of the properties from Residential Medium (RM-15) to Recreation/Open Space (R/OS) as depicted on Exhibit "C".

SECTION 3. SEVERABILITY.
It is the intention of the City Commission that each provision hereof be considered severable, and, if any section, subsection, sentence, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

SECTION 4. CONFLICT.
All ordinance or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 5. EFFECTIVE DATE.
This Ordinance shall take effect upon Ordinance 2025-04 effective date.

FIRST READING and PUBLIC HEARING on the 3rd day of June, 2025.

SECOND READING and PUBLIC HEARING on the ___ day of _____, 2025.

PUBLISHED in the Tampa Bay Times on the ___ day of _____, 2025 and the ___day of _____ 2025.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the ___ day of _____, 2025 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
John Doctor, Mayor

ATTEST:

_____
Lisa Marie Kennedy, City Clerk



Exhibit A: Overview

Parcel ID #: 23-31-15-43470-003-0050, 23-31-15-43470-003-0040

City of Treasure Island, FL

Last updated on April 22, 2025

Coordinate System: NAD 1983 HARN StatePlane Florida West FIPS 0902 Feet

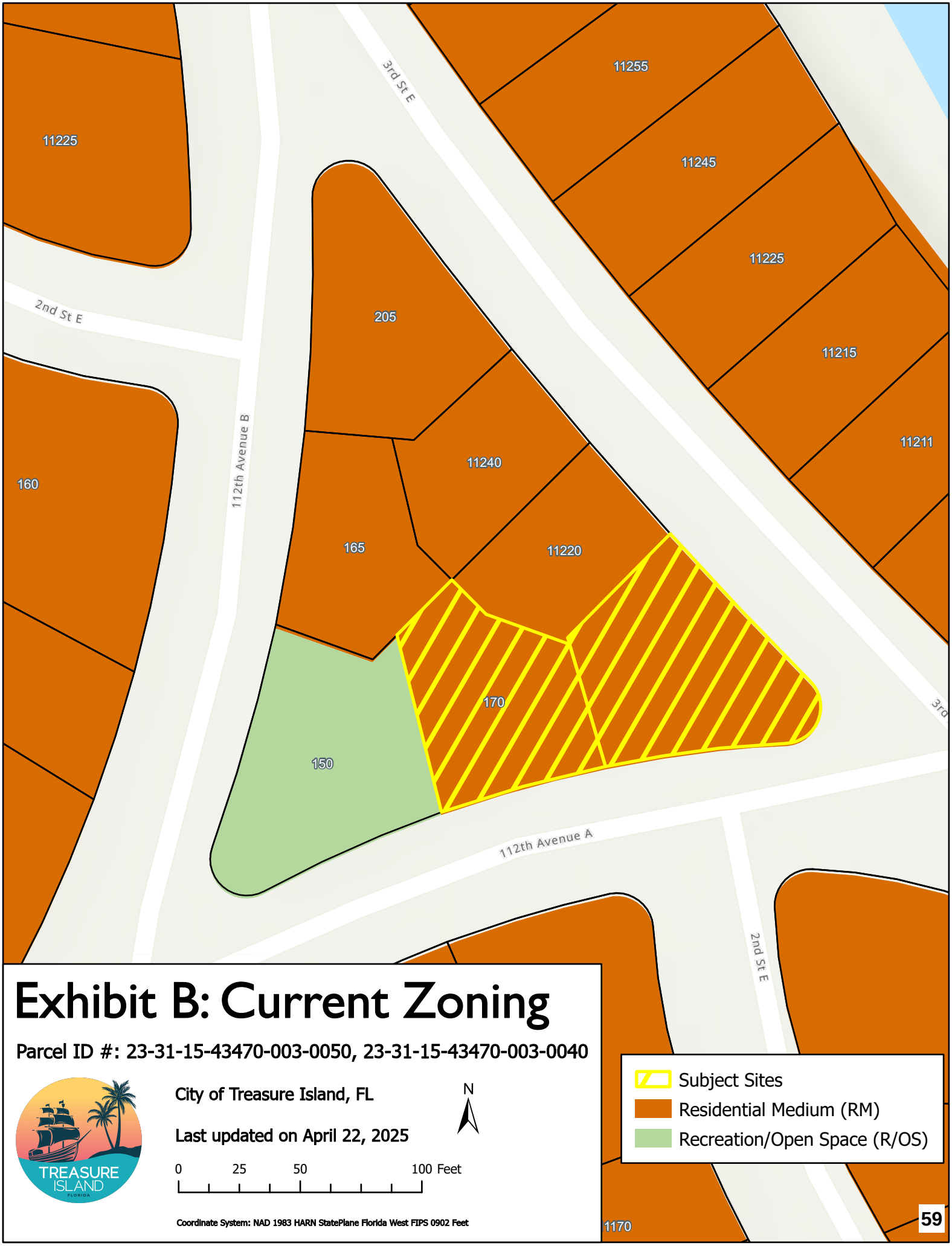


Exhibit B: Current Zoning

Parcel ID #: 23-31-15-43470-003-0050, 23-31-15-43470-003-0040

City of Treasure Island, FL

Last updated on April 22, 2025

N

0 25 50 100 Feet

Coordinate System: NAD 1983 HARN StatePlane Florida West FIPS 0902 Feet

- Subject Sites
- Residential Medium (RM)
- Recreation/Open Space (R/OS)

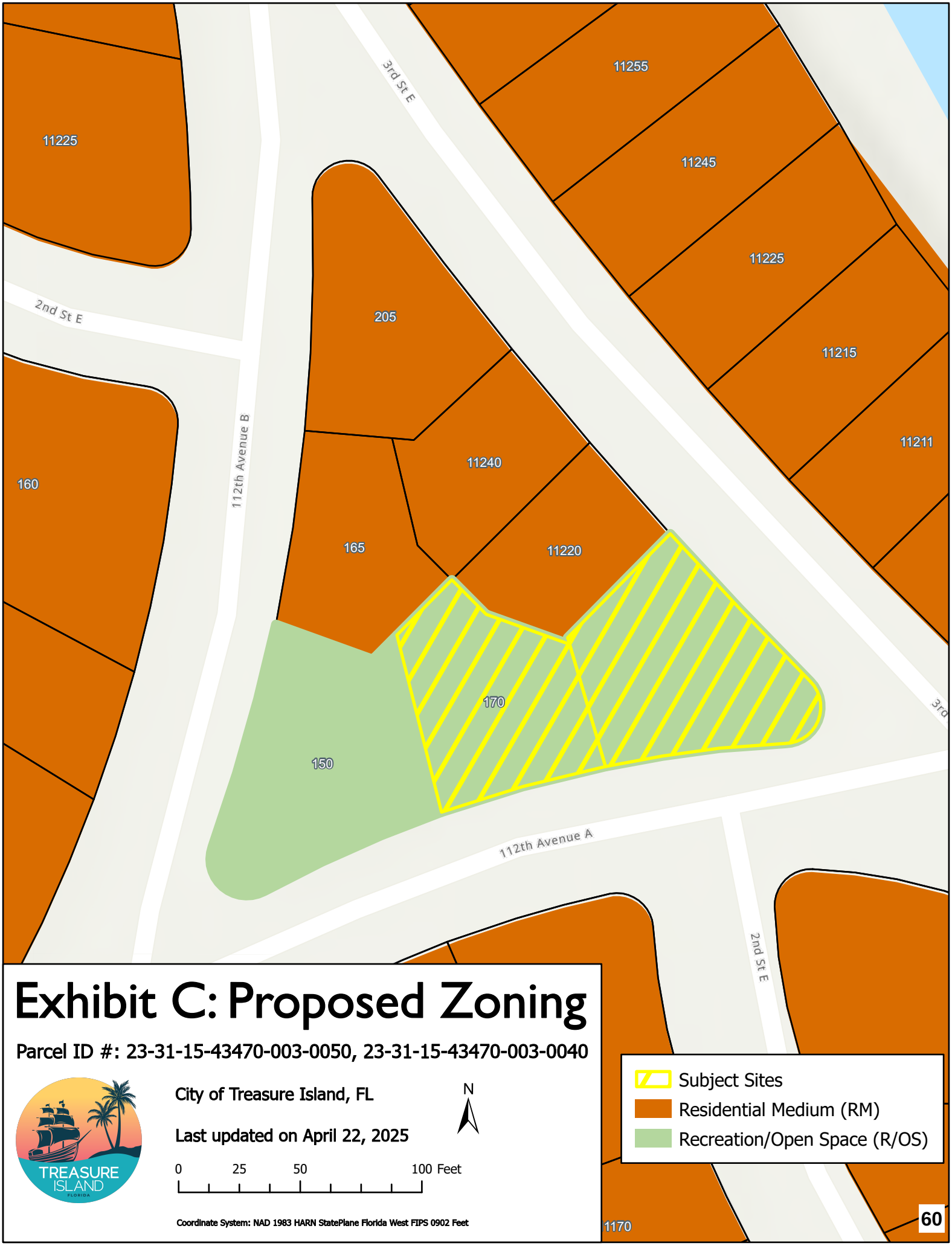


Exhibit C: Proposed Zoning

Parcel ID #: 23-31-15-43470-003-0050, 23-31-15-43470-003-0040

City of Treasure Island, FL

Last updated on April 22, 2025

N

0 25 50 100 Feet

Coordinate System: NAD 1983 HARN StatePlane Florida West FIPS 0902 Feet

- Subject Sites
- Residential Medium (RM)
- Recreation/Open Space (R/OS)

CITY OF TREASURE ISLAND
LOCAL PLANNING AGENCY
10451 Gulf Blvd, Treasure Island, Florida 33706
(727) 547-4575

STAFF REPORT
MAY 15, 2025

SUBJECT: City initiated amendments to the Future Land Use Map of the City of Treasure Island Comprehensive Plan and the Official Zoning Map

ORDINANCE 2025-04: To amend the Future Land Use Map Designation of the City of Treasure Island Comprehensive Plan from Residential Medium (RM-15) to Recreation/Open Space (R/OS)

FLUMA-000511-2025 and RZNE–000512-2025

ORDINANCE 2025-05: To amend the Official Zoning Map of the City of Treasure Island from Residential Medium (RM-15) to Recreation/Open Space (R/OS)

FLUMA-000509-2025 and RZNE-000510-2025

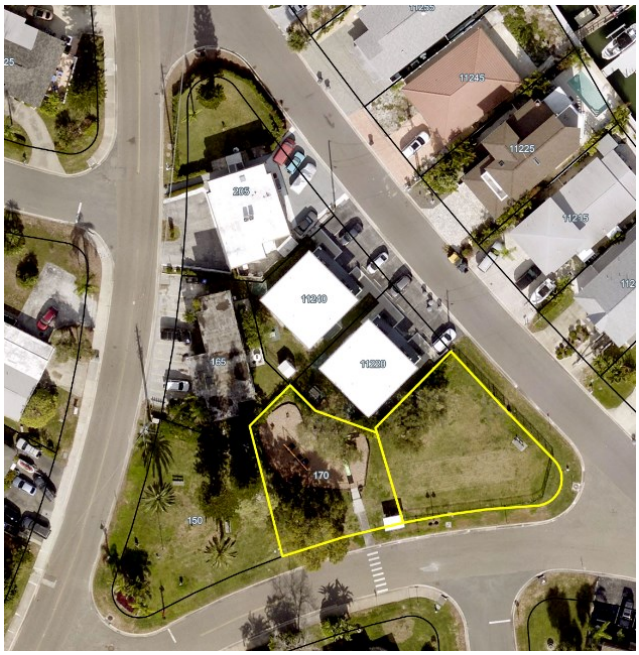
PROPERTY OWNER/ APPLICANT: City of Treasure Island
10451 Gulf Boulevard
Treasure Island, FL 33706

PARCEL ID #: 25-31-15-43470-003-0040

PARCEL ID #: 25-31-15-43470-003-0050

LEGAL DESCRIPTION: Lot 4, Block C, ISLE OF PALMS, according to the plat thereof recorded in Plat Book 7, Page(s) 52, Public Records of Pinellas County, Florida and Lot 5, Block C, ISLE OF PALMS, according to the Plat Book 7, Page(s) 52, Public Records of Pinellas County, Florida, LESS that portion described as: Begin at the Northeast corner of said Lot 5 as a POINT OF BEGINNING, run South 16 degrees 45’ 09” East, 2.85 feet to a point on the Easterly line of said Lot 5; thence North 70 degrees 35’ 26” West, 36.44 feet to an angle point on the Northerly line of said Lot 5; thence South 74 degrees 22’ 50” East, 34.84 feet to the POINT OF BEGINNING.

SITE LOCATION: Two lots associated with Isle of Palms Park also known as "Triangle Park" located on the Northeast corner of 112th Avenue A and 13th Street East (Lots 4 & 5)



GENERAL INFORMATION FOR BOTH PARCELS:

Current Future Land Use: RM-15 (Residential Medium)

Proposed Future Land Use: Recreation/Open Space (R/OS)

Current Zoning: RM (Residential Medium)

Proposed Zoning: Recreation/Open Space (R/OS)

Site Area: Combined approximately 0.256 acres (11,543 square feet)

Existing Use: Isle of Palms Park

Proposed Use: Isle of Palms Park

SURROUNDING ZONING AND FUTURE LAND USE:

	Land Use	Zoning	Existing Use
North	Residential Medium	Residential Medium	Residential
South	Residential Medium	Residential Medium	Residential
East	Residential Medium	Residential Medium	Residential
West	Recreation/Open Space	Recreation/Open Space	Isle of Palms Park

BACKGROUND:

This is a city-initiated amendment to the Future Land Use Map and the Official Zoning Map. The subject area is comprised of two adjacent parcels located on the Northeast corner of 112th Avenue A and 13th Street East (Lots 4 & 5) which are associated with Isle of Palms Park also known as "Triangle Park". Maps of the subject parcels are attached.

The former owners of the property, heirs to Patricia B. Harris, Charles A Brock and his wife Jeanne Brock, expressed their desire to sell the property and in August 2018 the City Commission authorized the City Manager to sign the purchase and sale contract for the property. The property was subsequently purchased by the City in September of 2018.

In September 2018, the city submitted a grant application to the Florida Communities Trust for the Forever Florida Parks and Open Space grant program for the purchase of the Isle of Palms Park. The project was recommended on the Final Priortiy Funding List, however pending available funding appropriations.

In September 2022, the Florida Department of Environmental Protection notified staff that the city had been awarded a grant from the Florida Communities Trust 2018-2019 funding cycle.

On October 18, 2022, the City Commission approved Resolution 2022-11 accepting the Florida Communities Trust (FCT) 2018-2019 Funding Cycle Grant for the purchase of the Isle of Palms Park Property (Lots 4 & 5) ("Grant Agreement"). *The Grant Agreement requires the City to ensure that, following the acquisition of the property, the future land use and zoning designation assigned to the project site is for a category dedicated to open space, conservation, or outdoor recreation uses.* Acceptance of this grant requires the Isle of Palms Park to be used as open/green/recreation space in perpetuity. Therefore, the city has submitted an application to amend the Future Land Use Classification and the Official Zoning Map of the subject sites from Residential Medium (RM-15) to Recreation/Open Space (R/OS).

The proposed Future land Use Map application will also require a Countywide Plan amendment through Forward Pinellas after the City Commissions first reading. The Future land Use map amendment is a small-scale map amendment that will be transmitted to the state after adoption.

APPLICABLE REGULATIONS:

Development potential under the Residential Medium (RM-15) Land Use classification includes residential dwellings, public park and public recreation areas. home occupations, group homes, public education facilities and community residential homes. Special exception uses include essential services, private yacht clubs and religious institution uses. Maximum residential density in the RM-15 is 15 residential units per acre with a maximum impervious surface ratio (ISR) of 0.7

Development potential under the Recreation/Open Space (R/OS) Land Use classification is primarily limited to recreational uses such as public parks and public recreation areas,

golf courses, tennis courses and other outdoor ball courts, outdoor swimming pools, water related, or water dependent uses such as boat ramps, fishing docks or piers, jogging and bike trails and picnic areas. Parking lots are also permitted use. Special exception uses include essential services and temporary parking lots. R/OS has a maximum FAR of 0.25 and a maximum ISR of 0.6 (special permit required).

APPLICABLE GOALS, OBJECTIVES AND POLICIES FROM THE CITY'S COMPREHENSIVE PLAN:

The following objectives and policies from the Parks, Recreation and Open Space Element are applicable.

- **Goal:** The City shall ensure the provision, protection, and maintenance of a coordinated, efficient, and accessible system of public recreational parks and facilities and promote private recreational opportunities which shall meet the needs of current and future residents, visitors, and tourists.
- **Objective 1.1:** The City, in cooperation with other governmental agencies, shall provide and maintain a system of accessible open spaces, parks, and recreational facilities, including beaches and shores, to meet or exceed user needs.
- **Policy 1.1.2:** Land set aside by new development for parks, recreation or open space purposes shall be of a sufficient size and/or condition suitable for utilization as a park, recreation, or open space, as applicable. This shall be a criteria evaluated during the site planning process, if needed.
- **Policy 1.1.3:** The designation and acquisition of recreation and park sites shall be in accordance with long-range comprehensive plans for City development and redevelopment.
- **Policy 1.1.5:** The City shall encourage a variety of recreational activities, including the utilization of unique natural features and scenic areas.
- **Policy 1.3.1:** The City shall adopt land development regulations which include specific open space definitions and standards, provides for the protection of open space and natural vegetation, and defines appropriate uses of open space and view corridors for buffering between land uses.
- **Policy 1.3.2:** Open space shall be maintained to protect and preserve native habitats and provide passive recreation opportunities as appropriate.
- **Policy 1.3.3:** The City shall strive to use open space to buffer incompatible recreational activities or land uses.

SPECIAL INFORMATION:

According to the Florida Communities Trust grant obligations, the City of Treasure Island shall ensure that the future land use designation assigned to the subject properties is for a category dedicated to open space, conservation or outdoor recreation uses. Therefore, the city is initiating this land use change request. The grant agreement also states that the subject properties are dedicated in perpetuity to the use of the general public for conservation, outdoor recreation and related activities.

FUTURE LAND USE MAP AMENDMENT CRITERIA FOR CONSIDERATION BY THE LOCAL PLANNNG AGENCY:

Future land use map amendments to the city's comprehensive plan are subject to the review criteria outlined in Section 68-121 of the Land Development Regulations as follows:

- The proposed plan amendment will meet the acceptable level of service standards established in the comprehensive plan.

  Levels of service standards were removed from the updated Comprehensive Plan and the Parks, Recreation and Open Space Element now references the Master Park Plan for level of service. The Master Park Plan states that the community and neighborhood parks located in Treasure Island offer sufficient recreational activities to broadly serve the immediate and surrounding communities, and the activities found within the parks meet the established level of service standards. The proposed future land use map amendment changes the land use designation of the properties, but the use of the properties will remain the same. Therefore, no negative impacts to the levels of service are anticipated.

- The proposed amendment is in harmony with the general intent of the comprehensive plan.

  The goal of the Future Land Use Element is to ensure that the residential character of the city is maintained and protected while:
  - *Maximizing the potential for economic benefit resulting from the tourist trade and professional services.*
  - *Maximizing the quality of life through the enjoyment of natural and man-made resources by citizens and visitors alike.*
  - *Minimizing the threat to health, safety, and welfare posed by hazards, nuisances, incompatible land uses, and environmental changes.*

  The proposed change to the future land use designation of the subject properties is in harmony with the comprehensive plan, protects the residential character of the neighborhood and is consistent with the existing use of the property as a neighborhood park.

- A change in land use designation must be compatible with adjacent land uses, and one that will not become a potential nuisance.

  The subject parcels have been used as a neighborhood park since 1991 and the change in the land use designation will be in perpetuity. This designation would limit the possibility for future development that might not be as favorable as a neighborhood park.

- A change in land use designation must be compatible with the current and future use of adjacent and nearby properties to justify the proposed change and will not negatively affect the property values of adjacent and nearby properties.

A goal of the comprehensive plan is to ensure the provision, protection, and maintenance of a coordinated, efficient, and accessible system of public recreational parks and facilities and promote private recreational opportunities which shall meet the needs of current and future residents, visitors, and tourists. The subject parcels have been used as a neighborhood park since 1991 and such use is, and will continue to be, compatible with the surrounding uses. The change in this land use designation will not have a negative impact on property values.

REZONING AMENDMENT CRITERIA FOR CONSIDERATION BY THE LOCAL PLANNING AGENCY:

Rezoning applications are subject to the review criteria in Section 68-122 of the Land Development Regulations. The local planning agency shall evaluate each rezoning application for possible negative effects including but not limited to consideration of the following:

- The existing land use pattern; compatible with the purpose and intent of the applicable comprehensive plan goals, objectives and policies.

  The parcels subject to the proposed rezoning are currently used as a neighborhood park. No changes to the properties are proposed and no negative impacts are anticipated.

- The population density pattern of the area and possible increase or overtaxing of the load on public facilities such as utilities and streets.

  The parcels subject to the proposed rezoning are currently used as a neighborhood park. No changes to the properties are proposed and no negative impacts on utilities or streets are anticipated.

- The possible overloading of the city's sewage collection facilities.

  There are no restroom buildings or facilities on the subject properties. There will be no impacts to the city's sewage collection facilities from the rezoning.

- The possible overloading of the city's drainage system.

  The city previously removed shuffleboard courts and two additional cement slabs to allow for additional open green space and reduce the impervious surface on the subject properties. The proposed rezoning will not overload the city's drainage system.

- The proposed change would create an isolated zoning district unrelated to adjacent and nearby zoning districts.

  While the surrounding properties are predominantly designated Residential Medium, there is one adjacent property which is currently zoned Recreation/Open

Space. There the proposed rezoning will not create an isolated zoning district but will create a more cohesive district for all three parcels.

- The existence of changed or changing conditions which make the passage of the proposed rezoning necessary or appropriate.

  There are no proposed changes to the subject parcels. The proposed rezoning amendment is a requirement of the Grant Agreement through the Florida Communities Trust 2018-2019 funding cycle. The Grant Agreement requires the City to ensure that, following the acquisition of the property, the future land use and zoning designation assigned to the project site is for a category dedicated to open space, conservation, or outdoor recreation uses. Acceptance of this grant requires the Isle of Palms Park to be used as open/green/recreation space in perpetuity.

- The impact of the proposed rezoning upon living conditions in the adjacent neighborhood.

  The subject properties have been used as a neighborhood park for the Isle of Palms since 1991. No impacts on the living conditions of the adjacent neighborhood are anticipated from the proposed rezoning.

- The impact of the rezoning and allowable development upon the flow of light and air to adjacent areas.

  No impacts upon the flow of light and air to the adjacent areas are anticipated from the proposed rezoning amendment. The rezoning of the subject parcels would primarily limit development to recreational uses such as public parks and public recreation areas, golf courses, tennis courses and other outdoor ball courts, outdoor swimming pools, water-related or water-dependent uses such as boat ramps, fishing docks or piers, jogging and bike trails, picnic areas.

- The impact of the proposed rezoning upon property values in the adjacent area.

  The subject parcels have been used as a neighborhood park since 1991. No impacts to property values are anticipated from the proposed rezoning.

- The impact of the proposed rezoning upon improvement or development of adjacent property in accordance with existing regulations.

  The adjacent parcel to the west is part of Isle of Palms Park and is currently zoned Recreation/Open Space. Any improvements to the park would need to meet existing regulations. There will be no impact to the development of the surrounding properties which are zoned as Residential Medium.

- The existence of other adequate sites in the city for the proposed use in districts already permitting such use.

The subject properties proposed for rezoning are currently used as a neighborhood park and the rezoning is a requirement of the grant for the purchase of the property. There are no other sites that would be adequate for this rezoning proposal.

STAFF RECOMMENDATION:

As indicated in the background section of this report, the city acquired two of the three parcels that make up Isle of Palms Park in September of 2018. The Isle of Palms Park includes a playground, exercise equipment, picnic tables and benches and a bus shelter used by Pinellas County School District students. The park also serves as a rest area for pedestrians and bicyclists enroute to nearby destinations including the Central Beach Trail, which extends for a mile along the beach front City property. The property previously included a shuffleboard court which was removed to reduce the impervious surface and enhance the open green space area.

The subject parcels currently have land use designation of Residential Medium (RM-15), which primarily allows for residential development. While the surrounding properties are also designated as Residential Medium, the subject properties have been used as a neighborhood park since 1991.

The proposed changes to the future land use map and the zoning map are consistent with the goals and objectives outlined in the City of Treasure Island Comprehensive Plan. The proposed change is also compatible and consistent with the surrounding land uses. The subject properties have been used as a public park since 1991 and as part of the grant agreement associated with the purchase of the properties the future land use and zoning designation assigned to the subject properties must be dedicated to open space, conservation, or outdoor recreation uses.

Therefore, staff finds the Future Land Use Map amendment to be consistent with the amendment procedure outlined in Section 68-121 of the City of Treasure Island land Development Regulations. Staff also finds the requested change to the Official Zoning Map to be consistent with the Rezoning procedures outlined in Section 68-122 of the City of Treasure Island Land Development Regulations**.**

It is requested that the Local Planning Agency find the applications consistent with the City of Treasure Island Comprehensive Plan and recommend approval of Ordinance 2025-04 and 2025-05 to the City Commission.

City of Treasure Island

Community Development Department
10451 Gulf Blvd, Treasure Island, FL 33706
(727) 547-4575
permits@mytreasureisland.org

COMPREHENSIVE PLAN AMENDMENT, FUTURE LAND USE MAP AMENDMENT, AND/OR ZONING MAP AMENDMENT APPLICATION

Application # _____ Date April 24, 2025

The application shall include a verified statement showing each individual having a legal and/or equitable ownership interest in the property upon which the application for amendment is sought.

OWNER/APPLICANT INFORMATION

OWNER'S NAME: City of Treasure Island PHONE 727-547-4575

OWNER'S ADDRESS: 10451 Gulf Blvd EMAIL: chauduke@mytreasureisland.org

CITY: Treasure Island STATE: FL ZIP: 33706

AGENT'S NAME: _____ PHONE _____

AGENT's ADDRESS: _____ EMAIL: _____

CITY: _____ STATE: _____ ZIP: _____

Note: The owner/applicant must submit a notarized letter authorizing the agent to act on their behalf and stating the agent's name, address and phone number.

LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL ID NUMBER(S): 23-31-15-43470-003-0050 + 23-31-15-43470-003-0040

LEGAL DESCRIPTION: Isle of Palms Park BLK C, Lot 5 less that Part Desc Beg NE corner of Lot 5 ; Isle of Palms Park BLK C, Lot 4

PROPERTY DESCRIPTION

PROPERTY ADDRESS: 170 112th Avenue

PROPERTY ACRES (AC): 0.251 PROPERTY SQUARE FEET (SF): 10,940

CURRENT FUTURE LAND USE CATEGORY: R/M15

PROPOSED FUTURE LAND USE CATEGORY: R/OS

CURRENT ZONING DISTRICT DESIGNATION: R/M15

PROPOSED ZONING DISTRICT DESIGNATION: R/OS

THE UNDERSIGNED CERTIFIES that the ownership of all property within this application has been fully divulged, whether such ownership be contingent or absolute, and that the names of all parties to any contract for sale in existence or any options to purchase are filed with this application. Further, this application must be complete and accurate before the Public Hearing can be advertised, with attached justification form(s) completed and filed as part of this application. Furthermore, I certify that the information contained herein is correct to the best of my knowledge.

Cathy Hayduke — Cathy Hayduke

Signature of Applicant — Printed Name of Signatory

_____ — _____

Signature of Applicant — Printed Name of Signatory

_____ — _____

Signature of Applicant — Printed Name of Signatory

(THIS FORM MUST BE SIGNED BY ALL TITLE HOLDER OR HOLDERS)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ✓ physical presence or __ online notarization this 24 day of April, 2025, by Cathy Hayduke, who ✓ is personally known to me or _____ has produced a _____ driver's license or _____ as identification.

Michael A. Baker

Notary Public

My Commission Expires:

MICHAEL A. BAKER
Notary Public - State of Florida
Commission # HH 190659
My Comm. Expires Oct 25, 2025
Bonded through National Notary Assn.

A fee payable to the City of Treasure Island must accompany this application in accordance with the fee schedule set by the City Commission.

Comprehensive Plan Text Amendment/Future Land Use Map Amendment: $2,250

Rezoning: $2,000

COMPREHENSIVE PLAN AMENDMENT, FUTURE LAND USE MAP AMENDMENT, AND/OR ZONING MAP AMENDMENT

APPLICATION NO. _____

Applicant City of Treasure Island

Address 10451 Gulf Blvd, Treasure Island, FL 33706

(1) Existing Use: If the property is developed, describe, in general terms, the existing use of the property such as the type of use, number of units, gross floor area etc. If the property contains structures, please submit a site plan in addition to the description.

See attached

(2) Proposed Use: Please describe the proposed use that requires the zone or text change. The proposed plan, including a site plan, for the site in question must be submitted along with a verbal representation of the proposed project.

See attached

Comprehensive Plan and/or Future Land Use Map Amendment

All Comprehensive Plan amendments and Future land Use Map amendments are evaluated by the Local Planning Agency and the City Commission based on consistency with the City of Treasure Island Comprehensive Plan, the criteria outlined in Section 68-121 of the Land Development Regulations and the Forward Pinellas Countywide Plan. Please describe how your application meets the following criteria:

(1) The proposed amendment will meet the acceptable level of service standards established in the comprehensive plan;

See attached

(2) The proposed amendment is in harmony with the general intent of the comprehensive plan;

See attached

(3) A change in land use designation must be compatible with adjacent land uses, and one that will not become a potential nuisance; and

See attached

(4) A change in land use designation must be compatible with the current and future use of adjacent and nearby properties to justify the proposed change and will not negatively affect the property values of adjacent and nearby properties.

See attached

Zoning Map Amendment

Please note that applications for changes to the Zoning Map are evaluated by the Local Planning Agency and the City Commission based on the criteria outlined in Section 68-121 of the Land Development Regulations. Please describe how your application will affect the following:

(1) The existing land use pattern; compatible with the purpose and intent of the applicable comprehensive plan goals, objectives and policies

See attached

(2) The population density pattern of the area and possible increase or overtaxing of the load on public facilities such as utilities and streets

See attached

(3) The possible overloading of the city's sewage collection facilities

See attached

(4) The possible overloading of the city's drainage system

See attached

(5) The proposed change would create an isolated zoning district unrelated to adjacent and nearby zoning districts

See attached

(6) The existence of changed or changing conditions which make the passage of the proposed rezoning necessary or appropriate

See attached

(7) The impact of the proposed rezoning upon living conditions in the adjacent neighborhood

See attached

(8) The impact of the rezoning and allowable development upon the flow of light and air to adjacent areas

See attached

(9) The impact of the proposed rezoning upon property values in the adjacent area

See attached

(10) The impact of the proposed rezoning upon improvement or development of adjacent property in accordance with existing regulations

See attached

(11) The existence of other adequate sites in the city for the proposed use in districts already permitting such use

See attached

Submittal Requirements

The following information is required to be completed or submitted with this completed application. (10 copies of each for a FLUM and Rezoning Application)

1. Pre-application meeting
2. Legal names of each of the owners of the subject property including their business and home addresses and telephone numbers
3. If any owner is a business entity such as a partnership, corporation or joint venture, the names and business addresses of all partners and officers, as appropriate, and telephone numbers
4. The legal description of the subject property
5. If the applicant for rezoning is a representative of the owner, evidence of agency in the form of a letter, affidavit or other document satisfactory to the city attorney
6. Property survey
7. A copy of the zoning map, clearly marking the boundaries of the property being considered.
8. Attach proof of ownership (i.e. copy of the deed). Include a copy of the property record card from the property appraiser's office.
9. Written statement regarding the consistency with the City's Comprehensive Plan and Land Development Regulations for amendments (Sections68-121 and 68-122) as applicable.
10. Proof of mailing of Public Notice. At least 10 days prior to each public hearing date (Local Planning Agency and two City Commission meetings) the applicant must send a public notice to all property owners within 200 feet (500 feet if the property is within the planned development districts) of the subject property. The Community Development Department will create the notice and mailing labels. The applicant is responsible for printing and mailing the notices and providing proof of mailing from USPS to the Community Development Department.

COMPREHENSIVE PLAN AND/OR FUTURE LAND USE MAP

ATTACHMENT

1. The City adopted a Master Park Plan in 2021 to ensure user needs are addressed and facilities maintained. Levels of service standards were removed from the updated Comprehensive Plan, and the element now references the Master Park Plan.
2. The purpose for acquiring the site is to preserve recreation/open space land that is at risk for development with residential uses, decreasing the potential for unsafe development in the Coastal High Hazard Area, encouraging alternate modes of transportation and enhancing the safety of neighborhood school age-children. The designation and acquisition of recreation and park sites shall be in accordance with long-range comprehensive plans for City development and redevelopment. The City will strive to enhance mutlimodel transportation connectivity to parks and open space facilities consistent with the Multimodel Transportation Element of the comprehensive plan and coordinate as feasible with Pinellas County's regional multimodel transportation plans.
3. A change in land use designation will decrease the potential for unsafe development in the Coastal High Hazard Area. It will adopt land development regulations which include specific open space definitions and standards, provide for the protection of open space and natural vegetation, and defines appropriate uses of open space and view corridors for buffering between land uses.
4. Recreation open space will be maintained to protect and preserve native habitats and provide passive recreation opportunities as appropriate. The City will strive to use open space to buffer incompatible recreational activities or land uses.

ZONING MAP AMENDMENT ATTACHMENT

1. The Isle of Palms Park is permitted use in both R/M15 and R/OS. No changes in the characteristic of the park will occur.
2. The population density pattern of the area and possible increase or overtaxing of the land is not applicable.
3. There are no restroom buildings or facilities on this property to overload the city's sewer collection facilities.
4. Overloading of the city's drainage system will not be affected. The city removed shuffleboard courts and two additional cement slabs to allow for additional open green space and reduce the impervious surface.
5. The proposed change would not create an isolated zoning district as adjacent lot is already zoned Recreation Open Space.
6. There are no proposed changes to the existing property or park
7. The Isle of Palms Park is the park for the Isle of Palms neighborhood and has been since 1991. There is no impact to the living conditions of the adjacent neighborhood.
8. There is no impact upon the flow of light and air to the adjacent areas.
9. There is no impact to property values in the adjacent area.
10. There is no impact of the proposed rezoning upon improvement or development of the property
11. There is no impact of the existence of other adequate sites in the city for the proposed use in districts already permitting such use.

COMPREHENSIVE PLAN AMENDMENT, FUTURE LAND USE MAP

AMENDMENT, AND/OR ZONING MAP AMENDMENT

ATTACHMENT

1. Existing Use – The Isle of Palms Park is located within the Isle of Palms subdivision of the City of Treasure Island, FL. The property is situated in the northwesterly corner of the intersection of 112th Avenue A and 3rd Street East within the city limits. The street address is 170 112th Avenue.

   The Isle of Palms Park property consists of three parcels, lot 4, 5 & 6. Lot 6 is owned by the city and zoned Recreation Open Space. Lots 4 & 5 were leased to the City of Treasure Island commencing on December 31, 1991, for a term of 100 years until December 30, 2091. Due to a change of ownership by inheritance, the property was at risk of being sold and zoned for residential development. The City purchased the two parcels on September 12, 2018. The parcels are used for a public neighborhood park on the Isle of Palms. The parcels are currently designated Residential Medium (R/M15) which public parks and public recreation areas are allowable use.

   There are no potential conflicts regarding the uses or management of the site.

   Amenities include a playground, exercise equipment, picnic table and benches, bus stop for Pinellas County students and open green space.

2. Proposed Use – The City received a grant from the Florida Communities Trust towards the purchase of Lot 4 & 5. The condition of the grant is that the property remain for public use in perpetuity and be rezoned to Recreation Open Space (R/OS). The property remains a neighborhood park for the Isle of Palms.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is made and entered into as of the Effective Date (hereinafter defined), by and between the **CITY OF TREASURE ISLAND, FLORIDA**, a municipal corporation organized and existing under the Laws of Florida, whose address is 120 – 108th Avenue, Treasure Island, Florida 33706 (the "PURCHASER") and **WILLIAM BRUCE BROCK**, having an address of 211 Windward Passage, Clearwater, FL 33767-2237, **JAMES CHARLES BROCK**, having an address of 1845 Michelle Lane, Lakeland, FL 33813, **RICHARD DAVID BROCK**, having an address of 846 Granada Boulevard S., Jacksonville, FL 32207, **MARGARET V. HARRIS**, having an address of 1075 14th Avenue N., St. Petersburg, FL 33705, **SHARON A. HARRIS**, having an address of 223 Aranda St. NE, St. Petersburg, FL 33704, and **PATRICIA H. BURGIN**, having an address of 534 W. Beechtree Lane, Wayne, PA 19087, (collectively the "SELLER"), (PURCHASER and SELLER collectively referred to as the "Parties").

In consideration of the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

1. PURCHASE AND SALE/PROPERTY. SELLER agrees to sell and convey to PURCHASER, and PURCHASER agrees to purchase and acquire from SELLER, on the terms and conditions set forth in this Agreement, the property located in **Pinellas County, Florida** (the "Property") and more particularly described as follows:

> ***Lot 4, Block C, Isle of Palms, according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida and Lot 5, Block C, Isle of Palms less that part of described beginning NE corner of Lot 5 thence S 16° 45' 09" E 2.85 feet thence N 70° 35' 26" W 36.44 feet thence S 74° 22' 50" E 34.84 feet to the point of beginning according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida.***
>
> ***Parcel ID Numbers*** *23-31-15-43470-003-0040*
> *and*
> *23-31-15-43470-003-0050*
>
> ***Property Address:*** *112th Avenue, Treasure Island, FL*
> *and*
> *170 112th Avenue, Treasure Island, Florida*

It is expressly understood and agreed by the Parties that the PURCHASER entered into a Lease with predecessors in interest of SELLER on December 30, 1991, which was subsequently amended on July, 8, 1996 (collectively the "Lease"). PURCHASER has been in possession of the Property throughout the term(s) of the Lease. Upon the Effective Date of this Agreement (hereinafter defined), the Parties agree that all terms and conditions of the Lease and all rights and remedies of the Parties in accordance with the Lease remain in full force and effect until the Closing (hereinafter defined). Nothing contained in this

Purchase and Sale Agreement (including, without limitation, Paragraph 10) shall require SELLER to account to PURCHASER for any sums (e.g., utility charges, taxes, assessments, etc.) or to incur any "hold harmless" obligations otherwise assumed by PURCHASER, pursuant to the "Lessee Covenants" as set forth in the Lease.

2. PURCHASE PRICE AND PAYMENT. The Purchase Price to be paid for the Property is FOUR HUNDRED THOUSAND and 00/100 Dollars ($400,000.00), payable in cash, by wire transfer of United States Dollars at the Closing (hereinafter defined).

3. ESCROW AGENT. PURCHASER and SELLER authorize LEWIS, LONGMAN & WALKER, P.A. to act as Escrow Agent (the "Escrow Agent"). The Escrow Agent will receive, deposit and hold funds in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this Agreement. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to PURCHASER and SELLER, unless the misdelivery is due to Escrow Agent's willful breach of this Agreement or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorney's fees and costs to be paid from the escrowed funds which are charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

4. EFFECTIVE DATE. To be effective, this Agreement must be executed by SELLER, PURCHASER, and the ESCROW AGENT no later than August 28, 2018. The effective date of this Agreement is the date that the Escrow Agent executes the Agreement.

5. CLOSING. The purchase and sale transaction contemplated in this Agreement will close on or before September 17, 2018 (the "Closing"), unless extended by paragraph 12 of this Agreement or by written agreement, signed by all parties, extending the Closing.

6. TITLE TO BE CONVEYED. At Closing, SELLER will convey to PURCHASER, by Warranty Deed complying with the requirements of the Title Commitment (hereinafter defined), valid, good, marketable, and insurable title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, restrictions and other conditions except only the following (collectively, the "Permitted Exceptions"): (a) general real estate taxes and special assessments for the year of Closing and subsequent years not yet due and payable; (b) covenants, conditions, easements, dedications, rights-of-way and matters of record included on the Title Commitment or shown on the Survey (defined in Section 7), to which PURCHASER fails to object, or which PURCHASER agrees to accept, pursuant to Section 7.1 and Section 7.2 of this Agreement.

7. FEASIBILITY PERIOD. The PURCHASER, and its designees will have ten (10) days from the Effective Date of this Agreement ("Feasibility Period"), at PURCHASER's expense, to make inquiries to determine if the Property is suitable for its intended use and to enter upon the Property, at any time and from time to time with reasonable notice to SELLER and so long as said investigations do not result in a business interruption, to perform any and all physical tests,

inspections, valuation appraisals and investigations of the Property, including but not limited to Phase I and Phase II investigations, which PURCHASER may deem necessary. During this Feasibility Period, PURCHASER may elect, in PURCHASER's sole and absolute discretion, to terminate this Agreement. If PURCHASER elects to terminate this Agreement in accordance with this Section, PURCHASER will: (i) leave the Property in substantially the condition existing on the Effective Date, subject to such disturbance as was reasonably necessary or convenient in the testing and investigation of the Property; (ii) to the extent practicable, will repair and restore any damage caused to the Property by PURCHASER's testing and investigation; and (iii) release to SELLER, at no cost, all reports and other work generated as a result of the PURCHASER's testing and investigation. PURCHASER agrees to indemnify and hold SELLER harmless from and against all claims, losses, expenses, demands and liabilities, including, but not limited to, attorney's fees, for nonpayment for services rendered to PURCHASER (including, without limitation, any construction liens resulting therefrom) or for damage to persons or property (subject to the limitation on practicability provided above) arising out of PURCHASER's investigation of the Property. However, PURCHASER's indemnification obligations will not exceed its statutory limits as provided within Section 768.28, Florida Statutes, and PURCHASER does not waive its sovereign immunity rights. SELLER agrees to indemnify and hold PURCHASER harmless from and against all claims, losses, expenses, demands and liabilities, including, but not limited to, attorney's fees, for nonpayment for services rendered to SELLER or for damage to persons or property (subject to the limitation on practicability provided above) arising out of PURCHASER's investigation of the Property. SELLERS' obligations under this Section will survive the termination, expiration or Closing of this Agreement.

7.1 Title Review. Within ten (10) days of the Effective Date, PURCHASER will obtain, at the PURCHASER's expense, from a Title Company chosen by PURCHASER (the "Title Company"), a Title Commitment covering the Property and proposing to insure PURCHASER in the amount of the Purchase Price subject only to the Permitted Exceptions, together with complete and legible copies of all instruments identified as conditions or exceptions in Schedule B of the Title Commitment. Any and all assessments, outstanding utility charges, liens and other matters not constituting Permitted Exceptions must be paid by Seller prior to or at closing from Seller's proceeds. PURCHASER will examine the Title Commitment and deliver written notice to SELLER no later than fifteen (15) days after the Effective Date notifying SELLER of any objections PURCHASER has to the condition of title (the "Title Objections"). If PURCHASER fails to deliver the Title Objections to SELLER within the aforesaid review period, title will be deemed accepted subject to the conditions set forth in the Title Commitment. If PURCHASER timely delivers the Title Objections, then SELLER will have ten (10) days to diligently and in good faith undertake all necessary activities to cure and remove the Title Objections (the "Cure Period"). In the event that SELLER is unable to cure and remove, or cause to be cured and removed, the Title Objections within the Cure Period, to the satisfaction of PURCHASER, then PURCHASER, in PURCHASER's sole and absolute discretion, will have the option of (i) extending the Cure Period and the Closing for one additional thirty (30) day period, or (ii) accepting the title as it then is but using such portion of the Purchase Price as may be necessary to pay and satisfy any mortgages, outstanding utility charges, delinquent property taxes and/or code enforcement and contractors' liens or other recorded claims of lien upon the property, or (iii) canceling and terminating this Agreement, in which case, the Parties will have no further

obligations or liability under this Agreement, except for those expressly provided in this Agreement to survive termination of this Agreement.

Prior to the Closing, PURCHASER has the right to cause the Title Company to issue an updated Title Commitment ("Title Update") covering the Property. If any Title Update contains any conditions which did not appear in the Title Commitment, and such items render title unmarketable, PURCHASER will have the right to object to such new or different conditions in writing prior to Closing. All rights and objections of the Parties with respect to objections arising from the Title Update will be the same as objections to items appearing in the Title Commitment, subject to the provisions of this Section.

7.2. Survey Review. PURCHASER, at PURCHASER's expense, may obtain a current boundary survey (the "Survey") of the Property, indicating the number of acres comprising the Property to the nearest 1/100th of an acre. If the Survey discloses encroachments on the Property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, covenants of this Agreement, or applicable governmental regulations, the same will constitute a title defect and be governed by the provisions of Section 7.1 concerning title objections.

7.3 SELLER Deliveries.

SELLER will deliver to PURCHASER the following documents and instruments within ten (10) days of the Effective Date of this Agreement, except as specifically indicated:

7.3.1 Copies of any reports or studies (including engineering, environmental, soil borings, and other physical inspection reports), in SELLER's possession or control with respect to the physical condition or operation of the Property, if any.

7.3.2 Copies of all licenses, variances, waivers, permits (including but not limited to all surface water management permits, wetland resource permits, consumptive use permits and environmental resource permits), authorizations, and approvals required by law or by any governmental or private authority having jurisdiction over the Property, or any portion thereof (the "Governmental Approvals"), which are material to the use or operation of the Property, if any.

7.3.3 Prior to the Closing Date, SELLER will execute and deliver to PURCHASER any and all documents and instruments required by PURCHASER, in PURCHASER's sole and absolute discretion, which: (i) effectuate the transfer to PURCHASER of those Governmental Approvals, or portions thereof which are applicable to the Property, that PURCHASER desires to have assigned to it, and/or (ii) cause the Property to be withdrawn from any Governmental Approvals. No later than ten (10) days prior to the Closing Date, SELLER will remedy, restore, and rectify any and all violations of the Governmental Approvals (including, but not limited to, any and all portions of the surface water management system, mitigation areas or other items which do not comply with the Governmental Approvals or applicable rules), if any. PURCHASER represents that, during the term of the Lease, it has neither had actual knowledge of nor received any notice that there are or have been any violations of any Governmental approvals with respect to PURCHASER's use and operation of the Property under the Lease.

SELLER warrants that there will not be, at the time of Closing, any unrecorded instruments affecting the title to the Property, including, but not limited to any conveyances, easements, licenses or leases.

8. CONDITIONS TO CLOSING. PURCHASER will not be obligated to close on the purchase of the Property unless each of the following conditions (collectively, the "Conditions to Closing") are either fulfilled or waived by PURCHASER in writing:

8.1. Representations and Warranties. All of the representations and warranties of SELLER contained in this Agreement are true and correct as of Closing.

8.2. Condition of Property. The physical condition of the Property is the same on the date of Closing as on the Effective Date, reasonable wear and tear excepted.

8.3. Pending Proceedings. At Closing, there is no litigation or administrative agency or other governmental proceeding of any kind whatsoever, pending or threatened, which has not been disclosed, prior to closing, and accepted by PURCHASER.

8.4. Compliance with Laws and Regulations. The Property is in compliance with all applicable federal, state and local laws, ordinances, rules, regulations, codes, requirements, licenses, permits and authorizations as of the date of Closing.

9. CLOSING DOCUMENTS. The PURCHASER will prepare, or cause to be prepared, the Closing Documents set forth in this Section, except for documents prepared by the SELLER'S Agent. At Closing, SELLER will execute and deliver, or cause to be executed and delivered to PURCHASER the following documents and instruments:

9.1. Deed. A Warranty Deed (the "Deed") conveying to PURCHASER valid, good, marketable and insurable fee simple title to the Property free and clear of all liens, encumbrances and other conditions of title other than the Permitted Exceptions.

9.2 Seller's Affidavits. SELLER will furnish to PURCHASER an owner's affidavit attesting that, to the best of its knowledge, no individual or entity has any claim against the Property under the applicable construction lien law; and that there are no parties in possession of the Property other than SELLER and PURCHASER in accordance with the Lease. SELLER will also furnish to PURCHASER a non-foreign affidavit with respect to the Property. In the event SELLER is unable to deliver its affidavits referenced above, the same is deemed an uncured title objection.

9.3. Closing Statement. A closing statement setting forth the Purchase Price, the Deposit, all credits, adjustments and prorations between PURCHASER and SELLER, all costs and expenses to be paid at Closing, and the net proceeds due SELLER, which PURCHASER will also execute and deliver at Closing.

9.4. Corrective Documents. Documentation required to clear title to the

Property of all liens, encumbrances and exceptions, if any, other than Permitted Exceptions.

9.5. Additional Documents. Such other documents as PURCHASER or the Title Company may reasonably request that SELLER execute and deliver, and any other documents required by this Agreement or reasonably necessary in order to close this transaction and effectuate the terms of this Agreement.

10. PRORATIONS, CLOSING COSTS AND CLOSING PROCEDURES.

10.1. Prorations. Assessments, rents, interest, insurance and other expenses of the Property will be prorated through the day before Closing. PURCHASER will have the option of taking over existing policies of insurance, if assumable, in which event premiums will be prorated. Cash at Closing will be increased or decreased as may be required by prorations to be made through the day prior to Closing. Taxes will be prorated based upon the current year's tax with due allowance made for maximum allowable discount.

10.2 Ad Valorem Taxes. At Closing, PURCHASER shall be responsible for the payment of any ad valorem taxes for the year of closing.

10.3. Special Assessment Liens. Certified, confirmed and ratified special assessment liens imposed by public bodies as of Closing are to be paid by SELLER. Pending liens as of Closing will be assumed by PURCHASER. If the improvement has been substantially completed as of the Effective Date, any pending lien will be considered certified, confirmed or ratified and SELLER will, at Closing, be charged an amount equal to the last estimate or assessment for the improvement by the public body.

10.4. Closing Costs. PURCHASER will be responsible for all documentary stamps on the deed, recording the deed, title insurance, and all general closing expenses (settlement fee, courier fees, overnight package, etc.). SELLER is responsible for their own legal fees. All other costs of closing will be borne by PURCHASER.

10.5 Closing Procedure. PURCHASER will fund the Purchase Price subject to the credits, offsets and prorations set forth in this Agreement. SELLER and PURCHASER (as applicable) will execute and deliver to Closing Agent the Closing Documents. The Closing Agent will, at Closing: (i) disburse the sale proceeds to SELLER; (ii) deliver the Closing Documents and a "marked-up" Title Commitment to PURCHASER, and promptly thereafter, record the Deed and other recordable Closing Documents in the Public Records of Pinellas County, Florida.

10.6 Existing Mortgages and Other Liens. At Closing, SELLER will obtain, or cause to be obtained, satisfaction or release of record of all mortgages, liens and judgments applicable to and encumbering the Property.

11. REPRESENTATIONS, COVENANTS AND WARRANTIES. To induce PURCHASER to enter into this Agreement, SELLER makes the following representations, all of which, to the best of its knowledge, in all material respects and except as otherwise provided in

this Agreement (i) are now true, and (ii) is true as of the date of the Closing unless SELLER receives information to the contrary, and (iii) will survive the Closing. In that event, PURCHASER will be provided immediate notice as to the change to the following representations:

11.1 At all times from the Effective Date until prior to Closing, SELLER will keep the Property (whether before or after the date of Closing) free and clear of any mechanic's or materialmen's liens for work or materials furnished to or contracted for, by or on behalf of SELLER prior to the Closing, and SELLER will indemnify, defend and hold PURCHASER harmless from and against all expense and liability in connection therewith (including, without limitation, court costs and reasonable attorney's fees).

11.2 SELLER has no actual knowledge nor has SELLER received any notice of any litigation, claim, action or proceeding, actual or threatened, against SELLER or the Property by any organization, person, individual or governmental agency which would affect (as to any threatened litigation, claim, action or proceeding, in a materially adverse fashion) the use, occupancy or value of the Property or any part thereof or which would otherwise relate to the Property.

11.3 SELLER has full power and authority to enter into this Agreement and to assume and perform its obligations under this Agreement. SELLER does not and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the Property or assets of the SELLER by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the SELLER is a party of which is or purports to be binding upon the SELLER or which affects the SELLER; no action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon the SELLER in accordance with its terms.

11.4 SELLER represents that SELLER will not, between the date of this Agreement and the Closing, without PURCHASER'S prior written consent, which consent will not be unreasonably withheld or delayed, except in the ordinary course of business, create any encumbrances on the Property. For purposes of this provision the term "encumbrances" will mean any liens, claims, options, or other encumbrances, encroachments, rights-of-way, leases, easements, covenants, conditions or restrictions. Additionally, SELLER represents that SELLER will not, between the date of this Agreement, and the Closing take any action to terminate or materially, amend or alter any existing leases presently in existence, without the prior consent of PURCHASER, which consent will not be unreasonably withheld or delayed.

11.5 SELLER will not list or offer the Property for sale or solicit or negotiate offers to purchase the Property while this Agreement is in effect. SELLER will use its best efforts to maintain the Property in its present condition so as to ensure that it will remain substantially in the same condition from the conclusion of the Feasibility Period to the Closing Date.

11.6 SELLER represents that it has neither actual knowledge nor received any notice that the Property has been, is presently or is contemplated to be utilized as a reservoir of hazardous material. As used in this Agreement, the term "Hazardous Material" means any

substance, water or material which has been determined by any state, federal or local government authority to be capable of posing a risk of injury to health, safety and property, including, but not limited to, all of those materials, wastes and substances designated as hazardous or toxic by the U.S. Environmental Protection Agency, the U.S. Department of Labor, the U.S. Department of Transportation, and/or any other state or local governmental agency now or hereafter authorized to regulate materials and substances in the environment (collectively "Governmental Authority(ies)").

11.7 SELLER represents to PURCHASER that the Property is not subject to any deed restrictions or declaration of restrictions running with the Property which would affect the use of the Property except those constituting Permitted Exceptions as defined above.

11.8 Between the date of this Agreement and the date of closing, SELLER will not file any application for a change of the present zoning classification of the Property.

11.9 Authority. The execution and delivery of this Agreement by SELLER and the consummation by SELLER of the transaction contemplated by this Agreement are within SELLER'S capacity and all requisite action has been taken to make this Agreement valid and binding on SELLER in accordance with its terms. The person executing this Agreement on behalf of SELLER has been duly authorized to act on behalf of and to bind SELLER, and this Agreement represents a valid and binding obligation of SELLER.

11.10 Title. SELLER is and will be on the Closing Date, the owner of valid, good, marketable and insurable fee simple title to the Property, free and clear of all liens, encumbrances and restrictions of any kind, except the Permitted Exceptions (and encumbrances of record which will be discharged at Closing).

11.11 Additional Warranties and Representations of SELLER. As a material inducement to PURCHASER entering into this Agreement, SELLER, to the best of SELLER'S information and belief, represents and warrants the following:

11.11.1 Unless otherwise specified in this Agreement, there are no pending applications, permits, petitions, contracts, approvals, or other proceedings with any governmental or quasi-governmental authority, including but not limited to, PURCHASER, municipalities, counties, districts, utilities, and/or federal or state agencies, concerning the use or operation of, or title to the Property or any portion thereof, and SELLER has not granted or is not obligated to grant any interest in the Property to any of the foregoing entities.

11.11.2 There are no facts believed by SELLER to be material to the use, condition and operation of the Property in the manner that it has been used or operated, which it has not disclosed to PURCHASER in this Agreement, including but not limited to unrecorded instruments or defects in the condition of the Property which will impair the use or operation of the Property in any manner.

11.11.3 To the best of SELLER'S knowledge, the Property and the use and operation thereof are in compliance with all applicable county and governmental laws, ordinances,

regulations, licenses, permits and authorizations, including, without limitation, applicable zoning and environmental laws and regulations.

12. DEFAULT.

12.1. PURCHASER's Default. In the event that this transaction fails to close due to a wrongful refusal to close or default on the part of PURCHASER, subject to the provisions of Paragraph 12.3 below, notwithstanding anything to the contrary contained in this Agreement, SELLER may, at its option: (1) declare PURCHASER in default under this Agreement by notice delivered to PURCHASER, in which event SELLER may terminate this Agreement and neither Party will have any further rights under this Agreement, or (2) seek specific performance of this Agreement, without waiving any action for damages. SELLER and PURCHASER agree that this is a bona fide liquidated damages provision and not a penalty or forfeiture provision.

12.2. Seller's Default. In the event that SELLER fails to fully and timely perform any of its obligations or covenants under this Agreement or if any of SELLER'S representations are untrue or inaccurate, then, notwithstanding anything to the contrary contained in this Agreement, and subject to Paragraph 12.3 below, PURCHASER may, at its option: (1) declare SELLER in default under this Agreement by notice delivered to SELLER, in which event PURCHASER may terminate this Agreement and neither Party will have any further rights under this Agreement, or (2) seek specific performance of this Agreement, without waiving any action for damages.

12.3. Notice of Default. Prior to declaring a default and exercising the remedies described in this Agreement, the non-defaulting Party will issue a notice of default to the defaulting Party describing the event or condition of default in sufficient detail to enable a reasonable person to determine the action necessary to cure the default. The defaulting Party will have ten (10) days from delivery of the notice during which to cure the default, provided, however, that as to a failure to close, the cure period will only be three (3) business days from the delivery of notice. Both parties agree that if an extension is requested, such extension will not be unreasonably withheld. If the default has not been cured within the aforesaid period, the non-defaulting Party may exercise the remedies described above.

12.4. Survival. The provisions of this section will survive the termination of this Agreement.

13. NOTICES. All notices required in this Agreement must be in writing and will be considered delivered when received by certified mail, return receipt requested, or personal delivery to the following addresses:

If to Seller: William Bruce Brock
211 Windward Passage
Clearwater, FL 33767-2237

With a copy to: James Charles Brock

1845 Michelle Lane
Lakeland, FL 33813

If to Purchaser: Garry Brumback, City Manager
City of Treasure Island, Florida
120 – 108th Avenue
Treasure Island, Florida 33706

With a copy to: Jennifer R. Cowan, Esq.
Lewis, Longman & Walker, PA
100 Second Avenue South, Suite 501-S
St. Petersburg, FL 33701

14. BINDING OBLIGATION/ASSIGNMENT. The terms and conditions of this Agreement are made binding on, and inure to the benefit of the successors and permitted assigns of the Parties to this Agreement. SELLER may not assign its interest in this Agreement without the prior written consent of PURCHASER, which will not be unreasonably withheld. PURCHASER may not assign its interest in this Agreement without the prior written consent of SELLER, which will not be unreasonably withheld.

15. BROKER FEES. The SELLER and PURCHASER state that they have not dealt with a real estate broker in connection with the transaction contemplated by this Agreement and are not liable for a sales commission. SELLER will indemnify, defend and hold harmless the PURCHASER from and against any and all claims, losses, damages, costs or expenses (including, without limitation, attorney's fees) of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by SELLER on its behalf with any broker or finder in connection with this Agreement. The provisions of this Section will survive Closing or termination of this Agreement.

16. ENVIRONMENTAL CONDITIONS.

16.1. For purposes of this Agreement, pollutant (the "Pollutant") means any hazardous or toxic substance, material, or waste of any kind or any contaminant, pollutant, petroleum, petroleum product or petroleum by-product as defined or regulated by environmental laws. Disposal (the "Disposal") means the release, storage, use, handling, discharge, or disposal of such Pollutants. Environmental laws (the "Environmental Laws") means any applicable federal, state, or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

16.1.1 As a material inducement to PURCHASER entering into this Agreement, SELLER warrants and represents the following, as applicable:

(1) That SELLER and occupants of the Property have obtained and are in full compliance with any and all permits regarding the Disposal of Pollutants on the Property or contiguous property owned by SELLER, to the best of SELLER'S knowledge.

(2) SELLER is not aware nor does it have any notice of any past, present or future events, conditions, activities or practices which may give rise to any liability or form a basis for any claim, demand, cost or action relating to the Disposal of any Pollutant on the Property. SELLER is not aware nor does it have any notice of any past, present or future events, conditions, activities or practices on contiguous property that is owned by SELLER which may give rise to any liability or form a basis for any claim, demand, cost or action relating to the Disposal of any Pollutant affecting the SELLER'S property.

(3) There is no civil, criminal or administrative action, suit, claim, demand, investigation or notice of violation pending or, to the best of that entity's knowledge, threatened against SELLER or the Property relating in any way to the Disposal of Pollutants on the Property, any portion thereof, or on any contiguous property owned by SELLER.

17. PUBLIC RECORDS. PURCHASER is a public agency subject to Chapter 119, Florida Statutes. The SELLER is notified that the PURCHASER is required by law, pursuant to Chapter 119, to maintain and disclose upon request all records deemed public under the statute including this Agreement and some or all of the documents necessary to consummate the transaction set forth in this Agreement. To the extent that any litigation should be instituted by SELLER, either directly or as a third party, to prevent or prohibit PURCHASER from disclosing or providing documents involving this Agreement or the transaction set forth in the Agreement pursuant to a public records request submitted under Chapter 119, SELLER agrees that PURCHASER may either: 1) defend the claim up to and including final judgment, or 2) interplead the challenged documents into the court. In either event, SELLER agrees to pay PURCHASER's reasonable attorneys' fees and costs, both trial and appellate.

18. MISCELLANEOUS.

18.1. General. This Agreement, and any amendment to this Agreement, may be executed in any number of counterparts, each of which is deemed to be an original and all of which will, together, constitute one and the same instrument. The section and paragraph headings contained in this Agreement are for the purposes of identification only and will not be considered in construing this Agreement. Reference to a Section is deemed to be a reference to the entire Section, unless otherwise specified. No modification or amendment of this Agreement will be of any force or effect unless in writing executed by the Parties. This Agreement sets forth the entire agreement between the Parties relating to the Property and all subject matter in this Agreement, and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Parties. This Agreement must be interpreted in accordance with the laws of the State of Florida. The Parties agree that jurisdiction of any litigation brought arising out of this Agreement is in the Sixth Judicial Circuit, in and for Pinellas County, Florida, or, should any cause of action be limited to federal jurisdiction only, in the United States District Court for the Middle District of Florida.

18.2. Computation of Time. Any reference to time periods in this Agreement which are not measured in business days and which are less than six (6) days, will exclude Saturdays, Sundays and legal holidays in the time computation. Any time period provided for in this Agreement which ends on a Saturday, Sunday or legal holiday will extend to 5:00 p.m. on the

next full business day. Time is of the essence in the performance of all obligations under this Agreement. Time periods commencing with the Effective Date will not include the Effective Date in the time calculation.

18.3. Waiver. Neither the failure of a party to insist upon a strict performance of any of the terms, provisions, covenants, agreements and conditions of this Agreement, nor the acceptance of any item by a party with knowledge of a breach of this Agreement by the other party in the performance of their respective obligations under this Agreement, will be deemed a waiver of any rights or remedies that a party may have or a waiver of any subsequent breach or default in any of such terms, provisions, covenants, agreements or conditions. This paragraph will survive termination of this Agreement and the Closing.

18.4. Construction of Agreement. The Parties to this Agreement, through counsel, have participated freely in the negotiation and preparation of this Agreement. Neither this Agreement nor any amendment to this Agreement may be more strictly construed against any of the Parties. As used in this Agreement, or any amendment to this Agreement, the masculine will include the feminine, the singular will include the plural, and the plural will include the singular, as the context may require. Provisions of this Agreement that expressly provide that they survive the Closing will not merge into the Deed.

18.5. Severability. If any provision of this Agreement or the application of this Agreement will, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances will be affected thereby, but instead must be enforced to the maximum extent permitted by law. The provisions of this Section will apply to any amendment of this Agreement.

18.6 Handwritten Provisions. Handwritten provisions inserted in this Agreement and initialed by PURCHASER and SELLER control all printed provisions in conflict therewith.

18.7 WAIVER OF JURY TRIAL. AS AN INDUCEMENT TO PURCHASER AGREEING TO ENTER INTO THIS AGREEMENT, PURCHASER AND SELLER WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER PARTY PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

18.8. Attorneys Fees and Costs. Should it be necessary to bring an action to enforce any of the provisions of this Agreement, reasonable attorneys' fees and costs, including those at the appellate level, will be awarded to the prevailing party.

18.9 Binding Authority. Each party represents and warrants to the other that each person executing this Agreement on behalf of the PURCHASER and SELLER has full right and lawful authority to execute this Agreement and to bind and obligate the party for whom or on whose behalf he or she is signing with respect to all provisions contained in this Agreement.

18.10 Recording. This Agreement may be recorded in the Public Records of Pinellas County, Florida.

18.11 Survival. The covenants, warranties, representations, indemnities and undertakings of SELLER set forth in this Agreement, will survive the Closing, the delivery and recording of the SELLER'S Property Deed and PURCHASER's possession of the Property.

18.12 SELLER Attorneys' Fees and Costs. SELLER acknowledges and agrees that SELLER will be responsible for its own attorneys' fees and all costs, if any, incurred by SELLER in connection with the transaction contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective date.

Signed, sealed and delivered in the presence of:

"SELLER"

Printed Name: Marina Rozique

Printed Name: Alicia Hess
As to William Bruce Brock

WILLIAM BRUCE BROCK
Date: 8/18/2018

Printed Name: Ken Jurgensmeyer

Printed Name: Gail Donlon
As to James Charles Brock

JAMES CHARLES BROCK
Date: 8/18/2018

Printed Name:

Printed Name:
As to Richard David Brock

RICHARD DAVID BROCK
Date:

Alicia Hess

Printed Name: Alicia Hess

Printed Name: Marina Rozique
As to Margaret V. Harris

MARGARET V. HARRIS
Date: 8/19/18

18.11 Survival. The covenants, warranties, representations, indemnities and undertakings of SELLER set forth in this Agreement, will survive the Closing, the delivery and recording of the SELLER'S Property Deed and PURCHASER's possession of the Property.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective date.

Signed, sealed and delivered in the presence of:

"SELLER"

_____
Printed Name:_____

_____
Printed Name:_____
As to William Bruce Brock

_____
WILLIAM BRUCE BROCK
Date:_____

_____
Printed Name:_____

_____
Printed Name:_____
As to James Charles Brock

_____
JAMES CHARLES BROCK
Date:_____

_____
Printed Name: Shannon Nicholes

_____
Printed Name: Christina Hurell
As to Richard David Brock

_____
RICHARD DAVID BROCK
Date: 8-17-18

_____
Printed Name:_____

_____
Printed Name:_____
As to Margaret V. Harris

_____
MARGARET V. HARRIS
Date:_____

Rozique
Printed Name: Marina Rozique

Alice A. Martin
Printed Name: Alice A. Martin
As to Sharon A. Harris

Printed Name: Alicia Hess

Rozique
Printed Name: Marina Rozique
As to Patricia H. Burgin

Ruth A. Nickerson
Printed Name: Ruth A. Nickerson

Cathy Hayduke
Printed Name: Cathy Hayduke
As to the City of Treasure Island, Florida

Sharon A. Harris
SHARON A. HARRIS
Date: 8/19/2018

Patricia H. Burgin
PATRICIA H. BURGIN
Date: Aug. 19, 2018

"PURCHASER"

CITY OF TREASURE ISLAND, FLORIDA

By:
Printed Name: Barry Brumback
Title: City Manager
Date: August 21, 2018

"ESCROW AGENT"

LEWIS, LONGMAN & WALKER, P.A.

By:
Printed Name: Richard Green
Title: Attorney/Title Agent
Date: 8/22/2018

City of Treasure Island
Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TREASURE ISLAND FOR TWO LOTS ASSOCIATED WITH "TRIANGLE PARK" LOCATED ON THE NORTHEAST CORNER OF 112TH AVENUE A AND 13TH STREET EAST (LOTS 4 & 5) WHICH COMBINED MEASURE APPROXIMATELY 0.256 ACRES OR 11,170 SQUARE FEET FROM RESIDENTIAL MEDIUM (RM-15) TO RECREATION/OPEN SPACE (R/OS); PROVIDING FOR SEVERABILITY; FINDING THE REQUEST CONSISTENT WITH THE CITY OF TREASURE ISLAND COMPREHENSIVE PLAN, LAND DEVELOPMENT REGULATIONS AND THE FORWARD PINELLAS COUNTYWIDE PLAN; PROVIDING FOR CONFLICT, AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

Question 1. Does the proposed ordinance meet one or more of the exceptions listed below? If so, then please check the applicable exception below and move to Question 2. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by section 166.041(4), Florida Statutes, for the proposed ordinance. If there is no applicable exception, proceed with completing the business impact estimate at Question 3.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☒ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Development orders and development permits, as those terms are defined in section 163.3164, Florida Statutes, and development agreements, as authorized by the Florida Local Government Development Agreement Act under sections 163.3220-163.3243, Florida Statutes;
b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the City;
c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Question 2. Based on the exception you selected above and in accordance with the provisions of the controlling law, please provide an explanation below of why the ordinance meets the exception(s).

On October 18, 2022, the City Commission approved Resolution 2022-11 accepting the Florida Communities Trust (FCT) 2018-2019 Funding Cycle Grant for the purchase of the Isle of Palms Park Property (Lots 4 & 5) ("Grant Agreement"). The Grant Agreement requires the City to ensure that, following the acquisition of the property, the future land use and zoning designation assigned to the project site is for a category dedicated to open space, conservation, or outdoor recreation uses.

Question 3. If there is no applicable exception, proceed with completing the below Business Impact Estimate. This Business Impact Estimate may be revised following its initial posting. In accordance, the City hereby publishes the following information:

A. Summary of the proposed ordinance (must include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals and welfare of the City):

The Isle of Palms Park also known as "Triangle Park" is located on the northeast corner of 112th Avenue A and 13th Street East and has been utilized as a neighborhood park for residents of the Isle of Palms. Two of the parcels associated with Triangle Park were purchased by the City of Treasure Island in 2018.

In October 2022, the City Commission approved Resolution 2022-11 accepting the Florida Communities Trust (FCT) 2018-2019 Funding Cycle Grant for the purchase of the Isle of Palms Park Property (Lots 4 & 5) ("Grant Agreement"). The Grant Agreement requires the City to ensure that, following the acquisition of the property, the future land use and zoning designation assigned to the project site is for a category dedicated to open space, conservation, or outdoor recreation uses. Therefore, the city is seeking to amend the official Zoning Map to meet this requirement.

B. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any: N/A

(1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

The proposed ordinance changes the designation from Residential Medium to Recreation/Open Space. As the property has historically been used as a park there is no direct impact on businesses.

(2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

There is no new charge or fee.

(3) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

No revenues will be generated from this ordinance.

(4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the City that are not covered by (1), (2), or (3): N/A

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance:

This ordinance is a change to the Future Land Use Map from Residential Medium to Recreation/Open Space. No businesses will be impacted by this ordinance.

D. Additional information the governing body deems useful (if any): N/A