



SUNSHINE CITY LAW

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Elise Batsel
Stearns Weaver Miller
401 E Jackson St Ste 2100
Tampa, FL 33602-5232
Via Email: ebatsel@stearnsweaver.com

Re: Offer of letter of no objection to Tradewinds contingent on conditions

Dear Ms. Batsel:

Thank you for returning my call on Friday afternoon. As I mentioned, my client Protect St. Pete Beach Advocacy Group (“Protect”) would like to offer a letter of no objection to the Tradewinds proposal with a release, with several conditions to be incorporated into the CUP approval, Development Agreement, settlement agreement with PSPB, and recorded covenant.

As stated during the hearing last week, Protect has concerns about impacts from the project on traffic and critical flaws in the applicant’s traffic study. Protect also has concerns about impacts to surrounding views and the proposal’s failure to comply with greenspace requirements. My client has concerns about a twenty-year development agreement holding today’s laws in place while the City moves into the future with new technology and ideas.

Protect has researched 1754 Properties’ work and appreciates its commitment to high quality, luxury, and style. My client offers the following conditions for assurances for safety, environmental protection, clarity of quality, and enhancements for the public:

1. Prior to the issuance of a certificate of concurrency for Phase 1, require an independent traffic study to be completed by a mutually agreed-upon traffic engineer which accounts for the proposed developments as well as the background growth and unique traffic patterns (peak season, weekends, signalized crosswalks) in St. Pete Beach. The independent traffic study should use the most current Forward Pinellas Level of Service Report to reflect accurate traffic counts on the segment on Gulf Boulevard between 75th Avenue and Pinellas Bayway. This requirement will be reflected within the Development Agreement.
2. Modify Section 10 of the Development Agreement to state that Developer agrees to comply with updated City codes on environmental sustainability and mitigation, landscape buffers, and setbacks as amended throughout the life of the project.
3. Amend Section 16 of the Development Agreement to provide the defaulting party thirty days instead of ninety days to cure any code or other violations.



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4. Amend the development agreement to allow ten years to complete the four-phased development with an optional ten-year extension to be approved by the City Commission based on good cause.
5. Update Exhibit D of the Development Agreement to comply with the requirements of Section 45.4(14) to include names of principals. Provide additional information on financial capability.
6. The existing property must be verified sea turtle compliant before Phase 1 can begin construction. An independent third-party such Clearwater Marine Institute will verify compliance.
7. Amend CUP Condition #12 to clarify that the “four diamond” condition applies to both hotels and any other properties, timeshares, or restaurants on site. Provide a list of the criteria for an AAA four-diamond rating and state that this will be the minimum or as updated. Over the course of the development agreement, the four-diamond rating may change or be modified to no longer reflect the current understanding.
8. Open public beach access deeded to the City for 1, 2, & 3 during phase 1.
9. Amend Condition #11 to: 1) Prohibit rooftop music on the rooftop public view terrace and 2) Add Protect as a party to be benefited by the covenant and work with Protect to further refine the operational and design requirements of the terrace. Provide glass walls to mitigate noise.
10. Withdraw the request to skip normal review process at site plan; require concurrency to be demonstrated per the normal process.
11. Comply with greenspace requirements of approximately three acres as noted by city staff. Provide information under Condition #37 to quantify the acreage of the roof to be used as a green roof.
12. Once phases 1-3 are built, re-evaluate the need for the additional parking lot in phase 4 to determine whether could be used for more open space, a public park, or other use to benefit to the public.

Thank you for your consideration. We would appreciate the opportunity to further discuss this offer with you and your client sometime today to further discuss in advance of tomorrow’s hearing.

Sincerely,

Jane Graham, Esq.
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