

Persson & Cohen, P.A.

Attorneys and Counselors At Law

David P. Persson
Andrew H. Cohen
Kelly M. Fernandez*
Maggie D. Mooney-Portale**

R. David Jackson, P.A. - Of Counsel

Telephone (941) 306-4730

Facsimile (941) 306-4832

Email: mmooney@swflgovlaw.com

* Board Certified State and Fed. Govt. & Admin. Practice

** Board Certified City, County and Local Government Law

Reply to: Lakewood Ranch

April 3, 2014

Ms. Alaina Ray
Zoning Board of Adjustment
Town of Longboat Key
501 Bay Isles Road
Longboat Key, FL 34228

Re: Petition: Diane Goll, 33 Oljay Terrace, Milford, CT 06461
Petition for 321 North Shore Road

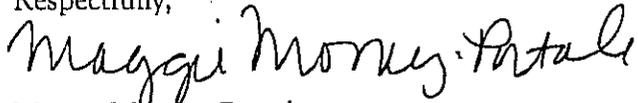
Dear Ms. Ray:

Enclosed is an Application for Variance filed by Diana Goll in accordance with the Town Code Section 158.026(F)(4) of the Longboat Key Zoning Ordinance requesting permission to increase the allowed building coverage from 25% to 30% on the subject property which is located at 321 North Shore Road, Longboat Key, FL 34228.

It is my opinion that the Zoning Board of Adjustment has jurisdiction pursuant to Section 158.026(F)(4) to consider this request. Kindly forward this opinion to the Members of the Zoning Board of Adjustment.

This letter is an opinion of jurisdiction and is not intended to address the merits of the application. Should you have any questions, please contact me.

Respectfully,



Maggie Mooney-Portale

MMP/vlg

cc: Donna Chipman

Lakewood Ranch
6853 Energy Court
Lakewood Ranch, Florida 34240

Venice
217 Nassau Street S.
Venice, Florida 34285

Site

R-1SF



MEMORANDUM

DATE: April 1, 2014

TO: Zoning Board of Adjustment
FROM: Steve Schield, AICP, ASLA, CFM, Planner
THROUGH: Alaina Ray, AICP, Planning, Zoning and Building Director
SUBJECT: VARIANCE PETITION #5-14

APPLICANT/
PROPERTY OWNER: Diane Goll

LOCATION: 321 North Shore Road
Longboat Key, Florida 34228

ZONING
DISTRICT: R-3SF Single-family Low-Moderate Density Residential Zoning
District (3 D.U./A.)

REQUEST: The applicant requests a variance from Section 158.145 of the
Town Zoning Code to increase the maximum lot coverage from
25 percent to 30 percent.

STAFF BACKGROUND AND SUMMARY

The requested variance to increase the Lot Coverage from 25 to 30 percent is proposed for the vacant lot located at 321 North Shore Road (see location map). The applicant proposes to construct a new 2,690 square foot single-family residence.

The lot is a legal lot of record, having been originally platted in the early 1900's and remaining in its original platted configuration. The maximum lot coverage in the R-3SF zoning district is 25 percent, which would equate to a footprint of 1,490 square feet. However, the R-3SF zoning district also requires a minimum footprint of 1,600 square feet. The applicant cannot meet both requirements without a variance. Without a variance from either the Lot Coverage requirement or the minimum footprint requirement, the lot is unbuildable.

As proposed, the structure will be located approximately 30 feet from the rear property line, 20.11 feet from the street property line and the overall structural footprint will be

1,740 square feet, or 29.2 percent. The side yard proposed for the northeast side (left) would be 10.4 feet and the southwest side yard would be 13.4 feet, for a combined side yard area of 24.8 feet. The applicant is exceeding all required setbacks.

<u>Setbacks:</u>	<u>Required</u>	<u>Proposed</u>
Minimum Street Yard:	20 ft.	20 ft. 11 inches
Minimum Side Yard: Left	10 ft.	10 ft. 4 inches
Minimum Side Yard: Right	10 ft.	13 ft. 4 inches
Minimum Rear Yard:	25 ft.	30 ft.

The other option for a variance would be to waive the regulation that requires a minimum footprint of 1,600 square feet. This could be done with a footprint of 1,490 square feet, which would meet the 25 percent maximum Lot Coverage. This would result in a smaller footprint; however, the applicant could potentially increase the square footage on the second floor to compensate for the loss of square footage on the first floor, which could result in a larger mass on the second floor of the house. This option would require a new hearing, new advertising and notification.

VARIANCE AUTHORITY PURSUANT TO SECTIONS 158.029 and 158.145

Section 158.126(F)(4) of the Zoning Code provides for specific restrictions on variances.

To authorize upon appeal in specific cases and where not otherwise prohibited by the terms of this chapter a variance from the terms of this chapter as will not be contrary to the public interest, owing to special conditions, a literal enforcement of the provisions of this chapter will result in unnecessary and undue hardship. As used in this chapter a variance can be authorized only for height, area and size of structure or size of yards and open spaces; but in no event may a variance be granted by the board of adjustment that would allow an increase in density.

STAFF ASSESSMENT

Staff reviewed the application for variances from the minimum requirements in Section 158.145 of the Zoning Code to increase the allowable structural coverage in an R-3SF zoning district. The following is an assessment of the application for the proposed variance.

Assessment of Existing Conditions

According to the survey provided by the applicant, the parcel size is 5,952 square feet (approximately 0.13 acres). The measured width of the parcel is approximately 50 feet

at the North Shore Road Right-of-Way (ROW). The measured lot depth is approximately 119 feet along both side property lines. The parcel is currently vacant.

As stated above, this lot is a legal nonconforming lot of record, having been originally and legally platted in its current configuration and size prior to the adoption of the 1984 Comprehensive Plan Amendment.

Prior Variance Request

The previous owner of the subject property submitted a request for multiple Variances in 2011. The variances requested by the prior owner were as follows:

Rear Yard: Reduction from 25 feet to **6.2 feet**

Maximum Lot Coverage: Increase from 25 percent to **38.6 percent**

At the time of the previous owner's Variance request, that owner already owned a house across the street from the subject property that they wanted to relocate to the property at 321 North Shore. The footprint for the structure the prior owner wanted to relocate was 2,301 square feet and was located on a lot with 19,209 square feet, significantly larger than the lot at 321 North Shore, which is only 5,960 square feet.

At the time, Staff acknowledged that the property would need a Variance in the future to construct a house. However, Staff indicated that the request was excessive and that a new home could be constructed with a minimal Variance. At the hearing, the Town Attorney stated that "there would be a need for a variance, but it did not have to be this variance; there has to be the minimum variance for reasonable use of the property."

The Board denied the request; however, it was acknowledged and understood that a variance would need to be granted in the future in order to avoid depriving an owner of reasonable use of the property.

The current owners are requesting a maximum footprint of 1,740 square feet, which is significantly less than the prior owner's Variance request that was denied. The current applicant is also providing larger setbacks than the Code requires. Therefore, the current request is in no way similar to the prior Variance request.

Compliance with the Zoning Code

The property is located in the single-family low-medium residential density zoning district (R-3SF), which allows single-family dwelling units up to three (3) dwelling units per acre. Pursuant to Section 158.145 *Schedule of lot, yard, and bulk regulations*, the requirements for the R-3SF Zoning district are as follows (emphasis added):

Minimum Lot Area:	15,000 sq. ft.
Minimum Lot Width:	100 ft.
Minimum Lot Depth:	100 ft.
Maximum Density:	3 DU/acre

Minimum Floor Area:	1,600 sq. ft./d.u. on first habitable floor
Maximum Height:	2 stories/30 ft.
Maximum Lot Coverage:	25 percent (5 percent additional for raised pool and pool deck or pool cage)
Maximum Non-Open Space:	50 percent

Pursuant to Section 158.145, the side yard requirements for the R-3SF Zoning district are as follows:

Minimum Side Yard (both/one feet):	25/10 ft.
------------------------------------	-----------

However, pursuant to Section 158.138(B)(1)(a)(1.) *Status of Nonconformities*,

(a) *All nonconforming lots shall:*

1. *Have a minimum required side yard setback of **ten feet** for each side yard or meet the minimum requirements within its respective district, whichever is less. (emphasis added)*

The applicant is proposing to build a new single-family residence on the subject lot. The applicant is requesting a variance from Section 158.145 of the Town Zoning Code, to increase the lot (structural) coverage allowed by the Zoning Code on the lot from 25 percent to 30 percent. The proposed structure would meet all other zoning requirements, including the Daylight Plane Angle. As noted above, the structure's placement as proposed would provide , larger setbacks than what is required by Code.

Per the applicant's survey, the lot is approximately 5,950 square feet. The available building footprint at 25 percent is 1,490 square feet. The building footprint would not comply with the Zoning Code requirement that the building have a minimum area of 1,600 square feet on the first habitable floor.

Compliance with the Comprehensive Plan

The granting of the minimum variance necessary for the reasonable use of the property would be consistent with the policies set forth in the Town's Comprehensive Plan. The subject property does not conform to the minimum requirements set forth by the code. The Zoning Board of Adjustment (ZBA or Board) shall determine what, if any, variance is the minimum necessary for the reasonable use of the property.

Variance Criteria

As per Town Code Section 158.029, the Board may authorize a variance from the zoning code requirements if such variance is not contrary to the public interest and if compliance with Town Codes will result in an unnecessary and undue hardship. In

making such a determination to grant a variance, the Board must make specific findings of fact that each of the criteria set forth below has been met. To facilitate the Board's review and consideration of the subject variance petition, staff has provided an assessment of each of the seven (7) criteria.

RECOMMENDED FINDINGS OF FACT

1. **The variance is in fact a variance as set forth within this Chapter and within the jurisdiction of the Board:** Please see the Town Attorney's memo, attached, which establishes the Board's jurisdiction.
2. **Special conditions and circumstances do exist which are peculiar to the land, structure, or building, and which are not applicable to other lands, structures, or buildings in the same zoning district:** Staff asserts that the subject parcel's 50 foot lot width, with its small lot size of 5,960 square feet, is a special condition or special circumstance to this nonconforming legal lot of record. The width and size of the lot is unique from most other properties in the R-3SF zoning district, in that most properties within the R-3SF zoning district meet the minimum lot width requirement of 100 feet and the minimum lot size of 15,000 square feet.

In fact, 301 North Shore Road, immediately adjacent to the applicant's property, is of similar size to the applicant's property and received a variance to reduce the street yard from 20 feet to 15 feet. The building was also built with a Lot Coverage of 27.5 percent. The Board acknowledged that, without a variance, the property owner of 301 North Shore would have been denied reasonable use of their property.

3. **The special conditions and circumstances do not result from the actions of the applicant:** The hardship on this lot was created when the Town imposed zoning restrictions on a legally platted lot of record that made it impossible to utilize the property for the purpose it was intended and still remains zoned for, which is the construction of a single-family home. Change of ownership of the property does not transfer the cause of the hardship from the Town's actions to the owner's actions.
4. **Granting the variance requested will not confer on the applicant a special privilege that is denied by this Chapter to other lands, buildings or structures in the same zoning district:** The applicant has presented evidence that the granting of a variance to use 30 percent of the lot area for lot coverage is consistent with most other single family lots that are located on the north end of the island. As indicated previously, a variance was granted in 2003 to the adjacent lot at 301 North Shore Road. The adjacent lot is 6,622 square feet in size with a footprint of 1,818 square feet, larger than the proposed footprint of 1,740 square feet on the applicant's lot.
5. **Literal interpretation of the provisions of this Chapter would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this Chapter and would result in**

unnecessary and undue hardship on the applicant: The intent and purpose of granting a variance is to resolve situations where the literal enforcement of the provisions of the code would result in unnecessary and undue hardship in a manner that is not contrary to the public interest. The reasonable use of a legal lot of record in a single-family district is to construct a single-family home. If a property owner is deprived of that reasonable use of their property due to actions of the Town (placing zoning restrictions over a legal lot), then the deprivation of use is considered unnecessary and undue hardship. The applicant would be deprived of rights commonly enjoyed by other properties in the same zoning district, which is the ability to use their single-family lot for a single-family home. In fact, other property owners in the neighborhood, including the lot next door to the subject property, were granted variances. Denying a similar variance to the applicant would deny them the rights that have been conferred to other properties in the zoning district.

6. **The variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure:** Without some form of variance, all reasonable use of this legally platted residential lot of record would be denied and could result in a “taking” issue. The applicant’s request is not excessive and provides reasonable use of the land; however, the minimum variance that will allow reasonable use of the land would be 27 percent (1,600 square feet).
7. **The granting of the variance for 30 percent lot coverage would be in harmony with the general intent and purpose of this chapter and the variance would not be injurious to the area involved or otherwise detrimental to the public welfare:** The size of the proposed footprint of the residence would be consistent with nearby homes in the zoning district. The following are the sizes of the surrounding homes and the proposed home, from the largest to the smallest, which demonstrates that the footprint of the proposed home is actually smaller than the footprint of several surrounding homes, including those that are immediately adjacent to the subject property.

<u>Address</u>	<u>Footprint size</u>
350 North Shore Road	2,606 sq.ft.
300 North Shore Road	2,532 sq.ft.
350 Firehouse Court	2,434 sq.ft.
301 North Shore Road (adjacent-west)	1,818 sq.ft.
361 North Shore Road (adjacent-east)	1,759 sq. ft.
321 North Shore Road (applicant)	1,740 sq. ft. *proposed
7150 Joy Street	1,532 sq.ft.
320 North Shore Road	1,452 sq.ft.

NOTIFICATION

A copy of the legal notice was mailed 14 days prior to the public hearing in conformance with Town Code via Certified Mail to all owners of property immediately adjacent to and within 500 feet of the perimeter of the subject property. Per Code requirements, these notifications were based on the most current County assessment roll. A total of 31 notifications were mailed via Certified Mail.

Notification was also sent via First Class Mail to approximately 70 homeowners, property owners, or condominium associations which annually register with the Planning, Zoning and Building Department.

In accordance with Town Code, a notice of public hearing was also posted on the property, published in a newspaper of general circulation within the Town, posted at Town Hall, and posted on the Town's website.

STAFF RECOMMENDATION

Based upon the review of Variance Petition #5-14, the proposed variance, existing conditions, and the variance criteria, staff recommends **approval**, with the condition that the lot coverage be a maximum of 27 percent, which would meet the 1,600 square feet footprint required for the R-3SF zoning district.

ATTACHMENTS

Attached, please find a copy of the variance petition and support documentation upon which the staff assessment has been based. Also attached are letters of objection related to the variance request. If you should have any questions or desire additional information, please contact the Planning, Zoning & Building Department.

cc: Diane Goll – Property Owner
Maggie Mooney-Portale, Town Attorney
Alaina Ray, AICP, Planning, Zoning and Building Director

PETITION 5-14

321 NORTH SHORE ROAD

**LETTERS RECEIVED
CONCERNING PETITION**

CARLTON FIELDS JORDEN BURT

ATTORNEYS AT LAW

Corporate Center Three at International Plaza
4221 W. Boy Scout Boulevard | Suite 1000
Tampa, Florida 33607-5780
P.O. Box 3239 | Tampa, Florida 33601-3239
813.223.7000 | fax 813.229.4133
www.CFJBLaw.com

Donald E. Hemke
813-229-4101 Direct Dial
dhemk@cfjblaw.com

April 3, 2014

Atlanta
Hartford
Miami
New York
Orlando
St. Petersburg
Tallahassee
Tampa
Washington, DC
West Palm Beach

Zoning Board of Adjustment
Town of Longboat Key
501 Bay Isles Road
Longboat Key, FL

Via Email

Subject: Goll Application for Variance, Petition No. 5-14 or 5-15
Town of Longboat Key, Zoning Board of Adjustment

Dear Chairman Feole, Vice Chair Barthold, Member Bijou, Member Fuller, and Member White,

Carlton Fields Jordan Burt, PA, and I have been asked to represent Maureen Merrigan, Wendi Burke, Tom Munsell, and Susan DeGennaro in opposing Diane Goll's application for a variance from Town Zoning Code 158.145 to increase the maximum lot coverage from 25% to 30% on a vacant lot at 321 North Shore Road (Lot 2), Longboat Key ("Ms. Goll's variance application").

- Ms. Merrigan and Ms. Bundy own a single-family home on Lot 1 at 301 North Shore Road; Ms. Merrigan's and Ms. Bundy's Lot 1 (301 North Shore Road) is immediately adjacent to Ms. Goll's Lot 2 (321 North Shore Road).
- Ms. DeGennaro and Mr. Munsell own a single-family home at 361 North Shore Road (Lots 3 and 4); Ms. DeGennaro's and Mr. Munsell's Lots 3 and 4 (361 North Shore Road) are immediately adjacent Mr. Goll's Lot 2 (321 North Shore Drive).
- Together Ms. Merrigan, Ms. Bundy, Ms. DeGennaro and Mr. Munsell will be referred to as "the Adjacent Landowners."

I understand that at least some of the Adjacent Landowners are submitting their independently-drafted letters in opposition to Ms. Goll's variance application. Their letters, better than mine, express what granting the variance application will mean to them and other landowners along and near North Shore Road.

I would like to focus my letter and legal analysis, the fuller legal analysis being attached as Exhibit "A" hereto, on the legal reasons why this ZBA should, indeed must, deny Ms. Goll's variance application.

As will be seen below and in the legal analysis attached as Exhibit "A," this Board should, indeed must, deny Ms. Goll's variance application because, *inter alia*, her variance application does not comply with each of the seven criteria in Longboat Key Zoning Code § 158.029(A), in particular that "[t]he special conditions and circumstances do not result from the actions of the applicant," that "[t]he variance is the minimum variance that will make possible the reasonable use of the land," and that "[t]he grant of the variance will be in harmony with the general intent and purposes of this chapter, and the variance will not be injurious to the area involved or otherwise detrimental to the public welfare."

Prior to demonstrating why Ms. Goll's variance application does not satisfy the mandatory criteria for a variance, it would be useful to recount some history concerning Ms. Goll's Lot 2 at 321 North Shore Road.

Sometime prior to March 8, 2012, Ms. Merrigan and Ms. Bundy contracted to purchase the single-family home at 301 North Shore Road (Lot 1) contingent upon pending earlier applications for variances for the property at 321 North Shore Road (Lot 2) being denied. Ms. Merrigan and Ms. Bundy were concerned with the size of any building being constructed at 321 North Shore Road (Lot 2), immediately adjacent to the property they had under contract at 301 North Shore Road (Lot 1).

On March 8, 2012, this ZBA denied Ms. Firkins' and William C. Saba, Trustee's application for variances from Town Zoning Code §158.145 to reduce the required side yard setbacks from 25 feet to 22.8 feet, to reduce the required rear yard setback from 25 feet to 6.2 feet, and to increase the maximum lot coverage from 25 percent to 38.6 percent on Lot 2 (321 North Shore Road). Town staff had recommended against increasing the maximum lot coverage from 25 percent to 38.6 percent because a lesser increase could have been used to permit a building to be constructed. Member Aitken noted at the hearing on March 8, 2012, that "staff had mentioned that [the landowner at 321 North Shore] could not build without a variance," but Town staff responded that the landowner "would require a variance from the minimum habitable floor area. . . ." Once the public hearing was closed, the Town Attorney pointed out that "there would be a need for a variance, but it did not have to be this variance; there has to be the minimum variance for reasonable use of the property." Member Schneier "commented that the board received many applications that did not have any comments from neighbors; however, he believed when the adjacent owners objected to the use, then boards should give consideration to their comments. . . . He believed it was an overuse of the property with regard to. . . the percentage of lot coverage." Member Fuller also noted that the variance would permit a 2,300 square foot lot coverage, far beyond the minimum required footprint of 1,600 square feet. This Board voted 4-0 to deny the variances.

Twelve days after the denial of the application for variances at 321 North Shore Road (Lot 2), Ms. Merrigan and Ms. Bundy on March 20, 2012, closed on the purchase of the immediately adjacent single-family home at 301 North Shore Road (Lot 1) for approximately \$885,000. Mr. Merrigan and Ms. Bundy would not have closed on the purchase if the ZBA had granted the variance to 321 North Shore Road (lot 2) on March 8, 2012.

Two months after the denial of the application for variances at 321 North Shore Road (Lot 2), Charles F. Streich on May 16, 2012, purchased three non-conforming lots three homes down the street from Ms. Goll's lot at 431 North Shore Road (Lots 9, 10, and 11). I understand that Mr. Streich, like Ms. Merrigan and Ms. Bundy, relied on this ZBA's denial of the earlier application for variances at 321 North Shore Road (Lot 2) in deciding to buy his three nearby lots on North Shore Road (Lots 9, 10, and 11).

More than nine months after the denial of the variances at 321 North Shore Road, on December 19, 2012, Ms. Goll purchased the vacant lot at 321 North Shore Road for \$215,000. She purchased Lot 2 only after this ZBA's denials of variances on March 8, 2012, and only after other contractors and developers had "walked" Lot 2 only to walk away from purchasing Lot 2 in light of the pre-existing legal constraints on developing Lot 2.

Subsequent to purchasing the vacant lot, Ms. Goll listed it for sale, and received offers, including an offer from the Adjacent Landowners on or about September 9, 2013, for \$225,000, \$10,000 more than Ms. Goll had paid for Lot 2. If they were able to purchase Lot 2, the Adjacent Landowners planned to reconfigure 321 North Shore with 301 North Shore Road and 361 North Shore Road to convert non-conforming lots on North Shore Road into conforming lots on North Shore Road. A copy of the offer from the Adjacent Landowners is attached as Exhibit "B" hereto.

With that factual background, one can easily see that Ms. Goll's application for variance clearly should be denied.

First, Town of Longboat Key Zoning Code §158.029(A) provides that this ZBA "may authorize upon appeal a variance. . .as will not be contrary to the public interest. . .where, owing to special conditions, a literal enforcement of the provisions of this chapter will result in unnecessary and undue hardship. In order to authorize any variance from the terms of the this chapter, the board of adjustment must and shall find. . . .

"Special conditions and circumstances exist which are peculiar to the land. . .and which are not applicable to other lands. . .in the same zoning district.

"The special conditions and circumstances do not result from the actions of the applicant.

"Granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands. . .in the same zoning district.

"Literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district. . .and would work unnecessary and undue hardship on the applicant. . . .

"The variance granted is the minimum variance that will make possible the reasonable use of the land. . . .

"The grant of the variance will be in harmony with the general intent and purpose of this chapter, and the variance will not be injurious to the area involved or otherwise detrimental to the public welfare."

Town of Longboat Key Code 158.029(B) further provides that "[a]n applicant for a variance shall have the burden of establishing both that a literal enforcement of the provisions of this chapter will result in unnecessary hardship, as that term is defined by law, including court decisions; and that allowance of the variance will not be contrary to the public interest."

Town of Longboat Key 158.029(D) provides that "[i]n granting any variance, the board of adjustment. . .shall make. . .specific findings of fact that each of the criteria set forth in subsection (A) of this section have been met. . . ."

Second, there is no doubt that Ms. Gull purchased the property at 321 North Shore Road in December 2012 with notice of the maximum lot coverage in the R-3SF zoning district. Thus, she may not be granted a variance. Town Zoning Code §158.029(A) precludes a variance where “[t]he special conditions and circumstances. . . result from the actions of the applicant.” See the cases at pages 4-5 of the Adjacent Landowners’ Legal Analysis, which is attached as Exhibit “A” hereto, holding that one cannot purchase property with knowledge of the preexisting conditions and thereafter successfully obtain a variance. Indeed, at the discussion of variance criteria at this Board’s meeting of April 14, 2011, the Town Attorney noted that “an applicant needed to be aware of what they could do with a property when they purchased a property.”

Third, the property at 321 North Shore Road has a “reasonable use” and “reasonable value” without being provided a variance to permit a single-family home to be constructed. As has been noted at page 3 above, the Adjacent Landowners have offered Ms. Goll more than she paid for the property at 321 North Shore Road, thereby also converting nonconforming lots into conforming lots.

Fourth, even assuming that Ms. Gull had not purchased the property with notice of the maximum lot coverage and even assuming that the lot at 321 North Shore Road had no reasonable value without a variance, the application for variance here should be still denied. The application for variance is much greater than is necessary. Town Zoning Code §158.029(A) provides that “[t]he variance granted [must be] the minimum variance that will make possible the reasonable use of the land. . . .” Ms. Gull could apply for a variance from the 1,600 square foot footprint minimum in R-3SF to 1,488 square feet to permit her to construct a single-family home at 321 North Shore Road. Twenty-five percent of a 5,952 square foot lot is 1,488 square feet. A single-family home of 1,488 square feet would be a reasonable use of the property. Indeed, Ms. Gull’s proposed house with a 1,488 square foot footprint would be almost 3,000 square feet because she plans to have two living floors. Nearby properties along North Shore Road are certainly in the 3,000 square foot range or even far less. Ms. DeGennaro’s and Mr. Munsell’s single family home is approximately 1,200 square feet on a lot much larger than Ms. Goll’s lot.

Fifth, even assuming that Ms. Gull had not purchased the property with notice of the maximum lot coverage, even assuming that the lot at 321 North Shore Road had no reasonable value without a variance, and even assuming that Ms. Goll were not limited to a variance of the 1,600 square foot minimum floor area to 1,488 square feet, the application for variance here should be still denied. The application for variance is greater than is necessary. Town Zoning Code § 158.029(A)(6) provides that the ZBA may approve a variance only where “[t]he variance granted is the minimum variance that will make possible the reasonable use of the land. . . .” Indeed, as the Town Attorney recognized in connection with the denial of the earlier variance requests for 321 North Shore Boulevard, is that any variance must be “the minimum variance for reasonable use of the property.” Here, Ms. Gull applies for a variance of the maximum building footprint from 25% to 30% in order to permit her to satisfy the minimum floor area of 1,600 square feet in the R-3SF zoning district. Ms. Goll’s lot is 5,952 square feet---30% maximum building coverage would permit her to construct a 1,795.6 square foot footprint. If Ms. Goll were unable to obtain a variance from the 1,600 square foot minimum floor area and required to comply with the 1,600 square foot the minimum, she could still satisfy the 1,600 square foot

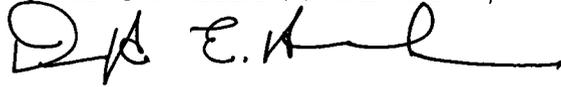
footprint with a variance increasing the maximum building coverage from 25% to 26.88% (26.88% of 5,952 square feet equals 1,600 square feet).

Sixth, prior to applying for either of the variances which might be suggested from the two immediately-preceding paragraphs, the Adjacent Landowners would suggest that Ms. Goll consider a reasonable use alternative which would provide her a reasonable return by listing her property for sale for four months in order to determine if the Adjacent Landowners are still willing to purchase 321 North Shore Road, thereby converting the nonconforming lots into conforming lots.

For all or any of the above reasons, Ms. Goll's application for a variance should be denied.

Very truly yours,

CARLTON FIELDS JORDEN BURT, P.A.

A handwritten signature in black ink, appearing to read "D. E. Hemke", written over the typed name.

Donald E. Hemke

Copy furnished
Steve Schield
Alaina Ray
Maggie Mooney-Portale
Maureen Merrigan
Wendi Burke
Tom Munsell
Susan DeGennaro

Adjacent Landowners' Legal Analysis
Why Ms. Goll's Application for Variance Must be Denied

(1) Town of Longboat Key Code 158.029(A) provides that the Zoning Board of Adjustment “may authorize upon appeal a variance. . .as will not be contrary to the public interest. . .where, owing to special conditions, a literal enforcement of the provisions of this chapter will result in unnecessary and undue hardship. In order to authorize any variance from the terms of the this chapter, the board of adjustment must and shall find. . .

“Special conditions and circumstances exist which are peculiar to the land. . .and which are not applicable to other lands. . .in the same zoning district.

“The special conditions and circumstances do not result from the actions of the applicant.

“Granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands. . .in the same zoning district.

“Literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district. . .and would work unnecessary and undue hardship on the applicant. . .

“The grant of the variance will be in harmony with the general intent and purpose of this chapter, and the variance will not be injurious to the area involved or otherwise detrimental to the public welfare.”

Town of Longboat Key Code 158.029(B) further provides that “[a]n applicant for a variance shall have the burden of establishing both that a literal enforcement of the provisions of this chapter will result in unnecessary hardship, as that term is defined by law, including court decisions; and that allowance of the variance will not be contrary to the public interest.”



Town of Longboat Key 158.029(D) provides that “[i]n granting any variance, the board of adjustment. . .shall make. . .specific findings of fact that each of the criteria set forth in subsection (A) of this section have been met. . . .”

(2) In accordance with Town Code 158.029(B) and case law, Ms. Goll has the burden of proving each of the seven criteria for granting a variance. See, e.g.,

- Bernard v. Town Council of Town of Palm Beach, 569 So.2d 853, 854-855 (Fla. 4th DCA 1990) (“[a]n applicant who seeks a variance must demonstrate a ‘unique hardship’ in order to qualify for a variance. Also. . .a ‘hardship may not be found unless no reasonable use can be made of the property, without the variance; or, stated otherwise, ‘the hardship must be such that it renders it virtually impossible to use the land for the purpose for which it is zoned’”);
- City of Naples v. Clam Court Marina Trust, 413 So.2d 475, 477 (Fla. 2d DCA 1982) (noting that “appellant failed to establish its entitlement to a variance under the ordinance”).
- See Pletcher v. City of St. Pete Beach, 14 Fla. L. Weekly Supp. 197a (Circuit Court, Pinellas County 2005), citing Nance v. Town of Indialantic, 419 So.2d 1041 (Fla. 1982), and Gomez v. City of St. Petersburg, 550 So.2d 7, 8 (Fla. 2d DCA 1989) (the applicant for a variance “has the burden to establish that each requirement for the variance requests was met”).
- See McLean v. Martin County, 11 Fla. L. Weekly Supp. 626a (Circuit Court, Martin County 2004) (“[t]he burden to establish a unique hardship is upon the applicant for the variance”).

(3) Standards for granting variances are strict, and the Zoning Board of Adjustment may be grant variances only in “unusual circumstances” causing “unnecessary and undue hardship.” See, e.g.,

- Craig v. Craig, 982 So.2d 724, 728 (Fla. 1st DCA 2008) (“[t]he requirements for obtaining a variance from a zoning code are stringent and will be granted only in unusual circumstances involving hardship”);

- Town of Ponce Inlet v. Rancourt, 627 So.2d 586, 588 (Fla. 5th DCA 1993) (“in Nance v. Town of Indialantic, 419 So.2d 1041 (Fla. 1982), the supreme court held that a prerequisite to the granting of a zoning variance is the presence of an exceptional and unique hardship”);
- Herrera v. City of Miami, 600 So.2d 561, 562 (Fla. 3d DCA), review denied, 613 So.2d 2 (Fla. 1992) (“**a variance seeker must demonstrate an exceptional and unique hardship to the individual landowner not shared by other property owners in the area. A variance which permits a use not authorized by existing zoning restrictions for a neighborhood is not justified unless no reasonable use can be made of the land without the variance**”);
- City of Miami v. Franklin Leisure, Inc., 179 So.2d 622,624 (Fla. 3d DCA 1965) (holding that city should not have granted variance because “[s]ome exceptional and unique hardship to the individual landowner, unique to that parcel of property and not shared by property owners in the area, is an essential prerequisite to the granting of a ‘hardship’ zoning variance”).

(4) **The Zoning Board of Adjustment may grant a variance only if the “hardship” is so “undue” or “severe” as to deny the applicant any reasonable use of his property.** See, e.g.,

- AT&T Wireless Services v. Orange County, 23 F. Supp.2d 1355, 1360 (M.D. Fla. 1998) (“**[a] variance which permits a use not authorized by existing zoning restrictions for a neighborhood is not justified unless no reasonable use can be made of the land without the variance**”);
- Miami-Dade County v. Brennan, 802 So.2d 1154, 1156 n. 2 (Fla. 3d DCA 2001) (Fletcher, J., concurring) (“**‘unnecessary hardship’** has generally been defined as a non-self created characteristic of the property. . .**which renders it virtually impossible to use the land for the purpose or in the manner for which it is zoned**”);
- Herrera v. City of Miami, 600 So.2d 561, 562-563 (Fla. 3d DCA), review denied, 613 So.2d 2 (Fla. 1992) (“nowhere in the circuit court’s eight-page opinion is there the critical finding that, without the variance, it is **virtually impossible to use the land as it is presently zoned**”);
- Bernard v. Town Council of Palm Beach, 569 So.2d 1237, 1239 (Fla. 3d DCA 1990) (“**a ‘hardship’ may not be found unless no reasonable use can be made of the property without the variance; or, stated otherwise, ‘the hardship must be**

such that it renders it virtually impossible to use the land for the purpose for which it is zoned”);

- Town of Indialantic v. Nance, 485 So.2d 1318 (Fla. 5th DCA), review denied, 494 So.2d 1152 (Fla. 1986) (“[a]s stated in Thompson v. Planning Commission of City of Jacksonville, 464 So.2d 1231 (Fla. 1st DCA 1985), **a hardship may not be found unless no reasonable use (in this case, for a motel) can be made of the property.** The standard is stated somewhat differently in Hemisphere Equity Realty Co. v. Key Biscayne Property Taxpayers Ass’n, 369 So.2d 996 (Fla. 3d DCA 1979) where the court stated that **the hardship must be such that it renders it virtually impossible to use the land for the purpose for which it is zoned**”).

(5) Even if there were a “hardship,” any such “hardship” existed when Ms. Gull acquired the property. LBK Code 158.029 and caselaw concerning “unnecessary hardship” indicate that the board of adjustment here may not grant a variance where any “hardship” existed at time Ms. Gull purchased the property in December 2012. See, e.g.,

- Thompson v. Planning Commission of City of Jacksonville, 464 So.2d 1231, 1238 (Fla. 1st DCA 1985) (noting that a self-created hardship cannot constitute the basis for a variance. The alleged hardship falls into the category of self-created hardship. **Before purchasing the property, the owners were fully aware of its shape and size, but still designed a building which was too large for the lot, leaving insufficient room for code-required parking.** The hardship arose solely from their own conduct and expectations. . . .[T]here was no unnecessary hardship”);
- Burger King Corp. v. Metropolitan Dade County, 349 So.2d 210, 212 (Fla. 3d DCA 1977), dismissed, 355 So.2d 512 (Fla. 1978) (upholding denial of variance because property owner **“purchased the property in question with both full knowledge of the zoning applicable thereto** and the County Commission’s refusal to reclassify said property to BU-1. As such, any ‘hardship’ appellant has suffered has been self-created, precluding relief”);
- Crossroads Lounge, Inc. v. City of Miami, 195 So.2d 232, 234 (Fla. 3d DCA 1967) (noting in holding that variance was improper that **“a variance from a zoning ordinance on the ground of hardship is invalid where the hardship was self-created because the owner knew of the restricted zoning ordinance prior to the acquisition” of the property**);
- Friedland v. City of Hollywood, 130 So.2d 306, 308 (Fla. 2d DCA 1961) (noting in affirming circuit court judgment that variance was null and void that

landowners “purchased the property in 1956 subject to the existing zoning and they cannot now. . .claim a hardship”);

- Elwyn v. City of Miami, 113 So.2d 849, 852 (Fla. 3d DCA 1959) (“[o]ne who purchases property while it is in a certain known zoning classification, ordinarily will not be heard to claim as a hardship a factor or factors which existed at the time he acquired the property”);
- Pletcher v. City of St. Pete Beach, 14 Fla. L. Weekly Supp. 197a (Circuit Court, Pinellas County 2005) (quashing variance because, *inter alia*, “the use of a variance is not appropriate to cure a hardship that was apparent when the Woods purchased the property”);
- Weinberg v. Town of Sewall’s Point, 10 Fla. L. Weekly Supp. 689a (Circuit Court, Martin County 2003) (“[t]he decisional law that has developed since Josephson v. Autrey clearly establishes that a self-created hardship arises when one purchases a property subject to the regulation from which the variance is sought”).

(6) Florida caselaw indicates that any “hardship” underlying a variance must be “unique.” See, e.g., Bernard v. Town Council of Town of Palm Beach, 569 So.2d 853, 854-855 (Fla. 4th DCA 1990) (“[a]n applicant who seeks a variance must demonstrate a ‘unique hardship’ in order to qualify for a variance”); Pace v. Board of Adjustment, Town of Jupiter Beach, 492 So.2d 412, 415 (Fla. 4th DCA 1986) (“a hardship variance. . .will not be granted absent an unusual hardship to the landowner not shared by the holders of other parcels. The record reflects numerous other properties with the same problem”); Town of Indialantic v. Nance, 485 So.2d 1218, 1319-1320 (Fla. 5th DCA 1986) (“[i]n Town of Indialantic v. Nance[, 400 So.2d 37 (Fla. 5th DCA 1981), aff’d, 419 So.2d 1041 (Fla. 1982)] this court found that Lots 8 and 9 owned by Nance are typical of Indialantic’s oceanfront lots in size, shape and topography, and that the town’s zoning restrictions, including height, setback, breezeway, parking and landscaping requirements, are shared by all other oceanfront lot owners in the area and are therefore not the unique hardship to support a variance. Since Lots 10-13 are legally

and topographically indistinguishable from Lots 8 and 9, there is no unique hardship as to these lots either”); Crossroads Lounge, Inc. v. City of Miami, 195 So.2d 232, 234 (Fla. 3d DCA 1967) (noting in holding that variance was improper that “[a]n ‘exceptional and unique hardship to the individual landowner, unique to that parcel of property and not shared by property owners in the area, is an essential prerequisite to the granting of a ‘hardship’ zoning variance”); Board of Adjustment of City of Fort Lauderdale v. Kremer, 139 So.2d 448, 450 (Fla. 2d DCA 1962), quoting 35 Fla. Jur., Zoning Laws s 24 (affirming circuit court order invalidating variance because variance from 750-foot separation district from other gas stations was not unique; “[u]nnecessary hardship,’ as used in a zoning ordinance, and relating to variances, usually means that the differences or hardships relied on must be unique to the parcel involved in the application for the variance. They must be peculiar to that particular property, and not general in character, since difficulties or hardships shared with others in the area go to the reasonableness of the zoning generally, and will not support a variance. If the hardship is one that is common to the area, the remedy is to seek a change of the zoning for the neighborhood rather than to seek a change through a variance for an individual owner”); Elwyn v. City of Miami, 113 So.2d 849, 851 (Fla. 3d DCA 1959) (“[t]he authorities seem uniform on the proposition that the difficulties or hardships relied on must be unique to the parcel involved in the application for the variance. They must be peculiar to that particular property, and not general in character, since difficulties or hardships shared with others in the area go to the reasonableness of the zoning generally, and will not support a variance. If the hardship is one which is common to the area the remedy is to seek a change of the zoning for the neighborhood rather than to seek a change through a variance for an individual; owner. Thus some exceptional and unique hardship to the individual land owner, unique to that parcel of property and not shared by property owners in the area, is an essential prerequisite to the

granting of such a variance”); McLean v. Martin County, 11 Fla. L. Weekly Supp. 626a (Circuit Court, Martin County 2004), citing Weinberg v. Town of Sewall’s Point, 10 Fla. L. Weekly Supp. 689a (Circuit Court, Martin County 2003) (**quashing variance for screening for pool because “the alleged insect problem. . .is experienced in common with many properties in the area** that are in proximity to an adjacent mangrove area. Significantly, there is no evidence supporting the conclusion that the insect problem is unique to the property”); Pletcher v. City of St. Pete Beach, 14 Fla. L. Weekly Supp. 197a (Circuit Court, Pinellas County 2005) (quashing variance because **“the Woods’ property does not have conditions or circumstances peculiar to the land or structure**, nor would a literal enforcement of the Code deny the Woods reasonable use of their property. . . .**[T]hat area of Pass-A-Grille has many small, substandard lots that do not meet the current Code requirements due to the age of the structures. Hence, the Woods’ residence is not peculiar in that community.** The hardship created by the small size of the lot is common in this area such that a change in zoning for the neighborhood, instead of seeking a change through a variance, is the appropriate remedy”); Weinberg v. Town of Sewall’s Point, 10 Fla. L. Weekly Supp. 689a (Circuit Court, Martin County 2003) (“[i]n order to obtain a variance from a land use regulation of general application, a property owner must demonstrate that the regulations imposes a unique hardship different in kind than the burden faced by those otherwise governed by the regulation”); AT&T Wireless Services v. Orange County, 23 F. Supp.2d 1355, 1361 (M.D. Fla. 1998) (“[u]nder Florida land use law, a variance seeking must demonstrate **an exceptional and unique hardship to the individual landowner not shared by other property owners in the area**”).

(7) Granting the variance would result in an oversized home at 321 North Shore Road out of character to single family homes in the neighborhood. Indeed, at the ZBA hearing on November 10, 2011, considering an earlier application for a variance on North Shore Road, Ms. Barthold pointed out that the property was in a “neighborhood that had distance between the homes, because people had not received variances. She believed if they began approving variances in the neighborhood, it would result in homes on top of homes” (November 10, 2011 ZBA Minutes at 12).

The LBK Code and case law indicate that whether to grant a variance cannot be considered in a “vacuum.” See, e.g., Elwyn v. City of Miami, 113 So.2d 849, 852 (Fla. 3d DCA 1959) (“[a] variance should not be granted where the use to be authorized thereby will alter the essential character of the locality, or interfere with the zoning plan for the area and with rights of owners of other property”, and a variance which permits a use not authorized by an existing zoning classification fixed under a planned zoning of the neighborhood, generally is not justified unless the land cannot yield a reasonable return when used only for purposes authorized by its present zoning”); Weinberg v. Town of Sewall’s Point, 10 Fla. L. Weekly Supp. 689a (Circuit Court, Martin County 2003) (“[t]he law governing the issuance of variances clearly recognizes that such determinations are not to be considered in a vacuum. In particular, the impact that the variance will have on the general character of the community and the interests of other property owners is clearly germane to whether a variance is warranted”).

(8) Florida courts have often quashed variances where landowners have failed to prove compliance with the variance ordinance and case law standards for granting a variance. For a representative but far from all-inclusive listing, see, e.g., City of Jacksonville v.

Taylor, 721 So.2d 1212 (Fla. 1st DCA 1998), review denied, 732 So.2d 328 (Fla.) (quashing circuit court order because “[t]he fact that certain other property owners have received a variance is not a consideration under the City of Jacksonville ordinance code, the applicable law here”); City of Miami v. Franklin Leisure, Inc., 179 So.2d 622, 624 (Fla. 3d DCA 1965) (holding that city should not have granted variance because “[s]ome exceptional and unique hardship to the individual landowner, unique to that parcel of property and not shared by property owners in the area, is an essential prerequisite to the granting of a ‘hardship’ zoning variance”); Board of Adjustment of City of Fort Lauderdale v. Kremer, 139 So.2d 448, 450 (Fla. 2d DCA 1962), quoting 35 Fla. Jur., Zoning Laws s 24 (affirming circuit court order invalidating variance because variance from 750-foot separation district from other gas stations was not unique; **“[u]nnecessary hardship,’ as used in a zoning ordinance, and relating to variances, usually means that the differences or hardships relied on must be unique to the parcel involved in the application for the variance.** They must be **peculiar to that particular property**, and not general in character, since difficulties or hardships shared with others in the area go to the reasonableness of the zoning generally, and will not support a variance. If the hardship is one that is common to the area, the remedy is to seek a change of the zoning for the neighborhood rather than to seek a change through a variance for an individual owner”); Pletcher v. City of St. Pete Beach, 14 Fla. L. Weekly Supp. 197a (Circuit Court, Pinellas County 2005) (quashing variance because, inter alia, **“the use of a variance is not appropriate to cure a hardship that was apparent when the Woods purchased the property”**); McLean v. Martin County, 11 Fla. L. Weekly Supp. 626a (Circuit Court, Martin County 2004), citing Maturo v. City of Coral Gables, 619 So.2d 455, 456 (Fla. 3d DCA 1993) (quashing variance because the fact the landowner “cannot realize as great a benefit from their property without the variance as they would with the variance” is insufficient because “mere economic disadvantage is not sufficient to establish entitlement to a variance”).

Vacant Land Contract

FLORIDA ASSOCIATION OF REALTORS®

COLDWELL BANKER

RESIDENTIAL REAL ESTATE

PARTIES AND DESCRIPTION OF PROPERTY

1. SALE AND PURCHASE: Diane Goll (Seller) and Thomas Munsell & Laureen Herrigan (Buyer)

Address: 321 N. Shore Road
Legal Description: lot 2 blk 42 Rev Long Beach

including all improvements and the following additional property:

PRICE AND FINANCING

2. PURCHASE PRICE: \$ 215,000 - 225,000 payable by Buyer in U.S. funds as follows:
(a) \$ 10,000 Deposit received (checks are subject to clearance) on time of acceptance, by B. Bates for delivery to Coldwell Banker NRET (Escrow Agent)

(Address of Escrow Agent) 100 N. Tamiami Trl
(Phone # of Escrow Agent) 941.366.8070

(b) \$ -0- Additional deposit to be delivered to Escrow Agent by or days from Effective Date. (10 days if left blank).

(c) -0- Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)

(d) \$ -0- Other:

(e) \$ Balance to Close Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official check, or wired funds.

(f) (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit used to determine the purchase price is lot acre square foot other (specify:) prorating areas of less than a full unit. The purchase price will be \$ per unit based on a calculation of total area of the Property as certified to Buyer and Seller by a Florida-licensed surveyor in accordance with Paragraph 8(c) of this Contract. The following rights of way and other areas will be excluded from the calculation:

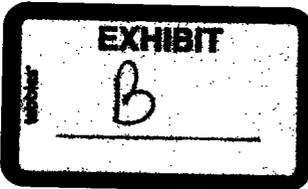
3. CASH/FINANCING: (Check as applicable) (a) Buyer will pay cash for the Property with no financing contingency.
(b) This Contract is contingent on Buyer qualifying and obtaining the commitment(s) or approval(s) specified below (the "Financing") within days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever occurs first) (the "Financing Period"). Buyer will apply for Financing within days from Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this Contract and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

(1) New Financing: Buyer will secure a commitment for new third party financing for \$ or % of the purchase price at the prevailing interest rate and loan costs based on Buyer's creditworthiness. Buyer will keep Seller and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to Seller and Broker.

(2) Seller Financing: Buyer will execute a first second purchase money note and mortgage to Seller in the amount of \$, bearing annual interest at % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's

Buyer (TM) and Seller (W) acknowledge receipt of a copy of this page, which is Page 1 of 7 Pages.



51 option if Buyer defaults; will give Buyer the right to prepay without penalty all or part of the principal at any time(s) with
 52 interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if
 53 applicable; and will require Buyer to keep liability insurance on the Property, with Seller as additional named insured.
 54 Buyer authorizes Seller to obtain credit, employment and other necessary information to determine creditworthiness for the
 55 financing. Seller will, within 10 days from Effective Date, give Buyer written notice of whether or not Seller will make the loan.
 56* (3) Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to _____
 57* _____
 58* LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____
 59* per month including principal, interest, taxes and insurance and having a fixed other (describe) _____
 60* _____
 61* interest rate of _____ % which will will not escalate upon assumption. Any variance in the mortgage will be
 62* adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller's escrow
 63* account dollar for dollar. If the lender disapproves Buyer, or the interest rate upon transfer exceeds _____ % or the
 64* assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this
 65 agreement will terminate and Buyer's deposit(s) will be returned.

CLOSING

66 **4. CLOSING DATE; OCCUPANCY:** This Contract will be closed and the deed and possession delivered on or before
 67* 10/29/13 ("Closing Date"). Unless the Closing Date is specifically extended by the Buyer and Seller or by any other
 68 provision in this Contract, the Closing Date shall prevail over all other time periods including, but not limited to, financing and
 69 feasibility study periods. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after
 70 the insurance suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller-
 71 provided title evidence, surveys, association documents and other items.

73 **5. CLOSING PROCEDURE; COSTS:** Closing will take place in the county where the Property is located and may be conducted
 74 by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and
 75 recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's checks if
 76 Seller requests in writing at least 5 days prior to closing) and brokerage fees to Broker as per Paragraph 17. In addition to other
 77 expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs:

- 78 Taxes on the deed
- 79 Recording fees for documents needed to cure title
- 80 Title evidence (if applicable under Paragraph 8)
- 81 Other: _____

(b) Buyer Costs:

- 82* Taxes and recording fees on notes and mortgages
- 83 Recording fees on the deed and financing statements
- 84 Loan expenses
- 85 Lender's title policy at the simultaneous issue rate
- 86 Inspections
- 87 Survey and sketch
- 88 Insurance
- 89 Other: _____

(c) Title Evidence and Insurance: Check (1) or (2):

- 92* (1) The title evidence will be a Paragraph 8(a)(1) owner's title insurance commitment. Seller will select the title
 93* agent and will pay for the owner's title policy, search, examination and related charges or Buyer will select the title
 94* agent and pay for the owner's title policy, search, examination and related charges or Buyer will select the title agent
 95* and Seller will pay for the owner's title policy, search, examination and related charges.
 96* (2) Seller will provide an abstract as specified in Paragraph 8(a)(2) as title evidence. Seller Buyer will pay for the
 97* owner's title policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search
 98* and lien search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.

99 **(d) Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes,
 100 interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current
 101 year cannot be determined, the previous year's rates will be used with adjustment for any exemptions. **PROPERTY TAX**
 102 **DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE**
 103 **AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO**
 104 **PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE**
 105 **PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING**
 106 **VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

107 **(e) Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the
 108 full amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the
 109

0 Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 2 of 7 Pages.

175 installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and
 176 restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental conditions,
 177 are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.
 178 (d) **Subdivided Lands:** If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any
 179 contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots, parcels,
 180 units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into 50 or more lots,
 181 parcels, units, or interests which are offered as a part of a common promotional plan." Buyer may cancel this Contract for
 182 any reason whatsoever for a period of 7 business days from the date on which Buyer executes this Contract. If Buyer elects
 183 to cancel within the period provided, all funds or other property paid by Buyer will be refunded without penalty or obligation
 184 within 20 days of the receipt of the notice of cancellation by the developer.

185 **7. RISK OF LOSS; EMINENT DOMAIN:** If any portion of the Property is materially damaged by casualty before closing, or
 186 Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings,
 187 or if an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may cancel this Contract by
 188 written notice to the other within 10 days from Buyer's receipt of Seller's notification, failing which Buyer will close in
 189 accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

TITLE

190 **8. TITLE:** Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or
 191 guardian deed as appropriate to Seller's status.

192 (a) **Title Evidence:** Title evidence will show legal access to the Property and marketable title of record in Seller in
 193 accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of
 194 which prevent Buyer's intended use of the Property as _____: covenants, easements
 195 and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if
 196 there is no right of entry; current taxes; mortgages that Buyer will assume; and encumbrances that Seller will discharge at or
 197 before closing. Seller will deliver to Buyer Seller's choice of one of the following types of title evidence, which must be
 198 generally accepted in the county where the Property is located (specify in Paragraph 5(c) the selected type). Seller will use
 199 option (1) in Palm Beach County and option (2) in Miami-Dade County.

200 (1) **A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and
 201 subject only to title exceptions set forth in this Contract and delivered no later than 2 days before Closing Date.

202 (2) **An existing abstract of title** from a reputable and existing abstract firm (if firm is not existing, then abstract must be
 203 certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the
 204 Property recorded in the public records of the county where the Property is located and certified to Effective Date.
 205 However if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed
 206 insurer as a base for reissuance of coverage. Seller will pay for copies of all policy exceptions and an update in a format
 207 acceptable to Buyer's closing agent from the policy effective date and certified to Buyer or Buyer's closing agent,
 208 together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to Seller
 209 then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

210 (b) **Title Examination:** Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of
 211 title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from receipt
 212 of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects within the
 213 Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing Date or within
 214 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the defects within the
 215 Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of Seller's notice,
 216 either cancel this Contract or accept title with existing defects and close the transaction.

217 (c) **Survey:** Buyer may, prior to Closing Date and at Buyer's expense, have the Property surveyed and deliver written notice
 218 to Seller, within 5 days from receipt of survey but no later than 5 days prior to closing, of any encroachments on the
 219 Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such
 220 encroachment or violation will be treated in the same manner as a title defect and Buyer's and Seller's obligations will be
 221 determined in accordance with subparagraph (b) above.

222 (d) **Coastal Construction Control Line:** If any part of the Property lies seaward of the coastal construction control line as
 223 defined in Section 161.053 of the Florida Statutes, Seller shall provide Buyer with an affidavit or survey as required by law
 224 delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being
 225 purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including
 226 delineation of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection
 227 of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including
 228 whether there are significant erosion conditions associated with the shoreline of the Property being purchased.

30* Buyer waives the right to receive a CCCL affidavit or survey.

MISCELLANEOUS

31 **9. EFFECTIVE DATE; TIME; FORCE MAJEURE:**

32 (a) **Effective Date:** The "Effective Date" of this Contract is the date on which the last of the parties initials or signs and
 33 delivers final offer or counteroffer. Time is of the essence for all provisions of this Contract.

34 (b) **Time:** All time periods expressed as days will be computed in business days (a "business day" is every calendar day
 35 except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday, Sunday or national legal
 36

37 Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 4 of 7 Pages.

VAC-9 Rev. 4/07 © 2007 Florida Association of REALTORS® All Rights Reserved

238 holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the
239 county where the Property is located) of the appropriate day.

240 (c) **Force Majeure:** Buyer or Seller shall not be required to perform any obligation under this Contract or be liable
241 to each other for damages so long as the performance or non-performance of the obligation is delayed, caused or
242 prevented by an act of God or force majeure. An "act of God" or "force majeure" is defined as hurricanes, earthquakes,
243 floods, fire, unusual transportation delays, wars, insurrections and any other cause not reasonably within the control of
244 the Buyer or Seller and which by the exercise of due diligence the non-performing party is unable in whole or in part
245 to prevent or overcome. All time periods, including Closing Date, will be extended (not to exceed 30 days) for the period that
246 the force majeure or act of God is in place. In the event that such "act of God" or "force majeure" event continues beyond
247 the 30 days in this sub-paragraph, either party may cancel the Contract by delivering written notice to the other and Buyer's
248 deposit shall be refunded.

249 **10. NOTICES:** All notices shall be in writing and will be delivered to the parties and Broker by mail, personal delivery or
250 electronic media. Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract,
251 regarding any contingencies will render that contingency null and void and the Contract will be construed as if the
252 contingency did not exist. Any notice, document or item delivered to or received by an attorney or licensee (including a
253 transaction broker) representing a party will be as effective as if delivered to or by that party.

254 **11. COMPLETE AGREEMENT:** This Contract is the entire agreement between Buyer and Seller. Except for brokerage
255 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.
256 Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound. This
257 Contract, signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated
258 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten
259 terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid
260 or unenforceable, all remaining provisions will continue to be fully effective. Buyer and Seller will use diligence and good faith in
261 performing all obligations under this Contract. This Contract will not be recorded in any public records.

262 **12. ASSIGNABILITY; PERSONS BOUND:** Buyer may not assign this Contract without Seller's written consent. The terms
263 "Buyer," "Seller," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors,
264 personal representatives and assigns (if permitted) of Buyer, Seller and Broker.

265 **DEFAULT AND DISPUTE RESOLUTION**

266 **13. DEFAULT:** (a) **Seller Default:** If for any reason other than failure of Seller to make Seller's title marketable after diligent
267 effort, Seller fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without
268 waiving the right to seek damages or to seek specific performance as per Paragraph 14. Seller will also be liable to Broker for
269 the full amount of the brokerage fee. (b) **Buyer Default:** If Buyer fails to perform this Contract within the time specified,
270 including timely payment of all deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as
271 liquidated damages or to seek specific performance as per Paragraph 14; and Broker will, upon demand, receive 50% of all
272 deposits paid and agreed to be paid (to be split equally among Brokers) up to the full amount of the brokerage fee.

273 **14. DISPUTE RESOLUTION:** This Contract will be construed under Florida law. All controversies, claims, and other matters in
274 question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

275 (a) **Disputes concerning entitlement to deposits made and agreed to be made:** Buyer and Seller will have 30 days from
276 the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will
277 submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real
278 Estate Commission. ("FREC"). Buyer and Seller will be bound by any resulting award, judgment or order. A broker's
279 obligation under Chapter 475, FS and the FREC rules to timely notify the FREC of an escrow dispute and timely resolve the
280 escrow dispute through mediation, arbitration, interpleader, or an escrow disbursement order, if the broker so chooses,
281 applies only to brokers and does not apply to title companies, attorneys or other escrow companies.

282 (b) **All other disputes:** Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to
283 resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration in
284 the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not provided
285 for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the
286 contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules
287 of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee
288 named in Paragraph 17 will be submitted to arbitration only if the licensee's broker consents in writing to become a party to
289 the proceeding. This clause will survive closing.

290 (c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by
291 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a
292 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or
293 other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in
294 which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is
295 binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties.
296 Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the
297 arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration award, the prevailing party to
298 the arbitration shall be entitled to recover from the nonprevailing party reasonable attorneys' fees, costs and expenses.

39 Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 5 of 7 Pages.

VAC-0 Rev. 4/07 © 2007 Florida Association of REALTORS® All Rights Reserved

ESCROW AGENT AND BROKER

15. ESCROW AGENT: Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this Contract 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 attorneys' fees and costs to be paid from the escrowed funds or equivalent and 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.

16. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the Coastal Construction Control Line, etc.) and for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors and governmental agencies for verification of the Property condition and facts that materially affect Property value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors, agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

17. BROKERS: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Instruction to Closing Agent: Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below. This paragraph will not be used to modify any MLS or other offer of compensation made by Seller or listing broker to cooperating brokers.

32* Ben Batez Coldwell Banker NRI
33 * Selling Sales Associate/License No. Selling Firm/Brokerage Fee: (\$ or % of Purchase Price) 3%
34 * Shelley Young Premier Sotheby's Intl
35 * Listing Sales Associate/License No. Listing Firm/Brokerage Fee: (\$ or % of Purchase Price)

ADDITIONAL TERMS:

18. ADDITIONAL TERMS:
Pursuant to Section 475.42(1)(j), Fla. Stat., Seller and Buyer hereby grant Broker the right to place a lien on the Property to ensure payment of services rendered. For purposes of this paragraph, Broker will be treated as a party to this Contract.

Buyer and Seller agree that, if acting as escrow agent, Coldwell Banker will deposit funds received on your behalf ("Deposit") in a non-interest bearing account at Comerica Bank ("Bank"), a state-chartered bank that is insured by the Federal Deposit Insurance Corporation ("FDIC"). FDIC deposit insurance coverage applies to a maximum amount of \$250,000 per depositor for deposits held in the same legal ownership category at each bank ("FDIC Limit"). For example, the Deposit will be combined with any individual accounts held directly by you at the Bank. You are responsible for monitoring the total amount of deposits that you own, directly or indirectly, in the Bank. If you have questions about FDIC deposit insurance, contact your financial or legal advisors or go to www.fdic.gov/deposit/deposits/index.html. Coldwell Banker does not guarantee the solvency of any bank into which funds are deposited and does not assume any liability for any loss you incur due to the failure, insolvency or suspension of operations of any bank or the \$250,000 FDIC Limit.

Buyer should not execute this contract until buyer has received and read the disclosure summary if required by section 720.401, Florida Statutes which, if required, is incorporated into this contract. IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 6 of 7 Pages.

359 _____
 360 _____
 361 _____
 362 _____
 363 _____
 364 _____
 365 _____
 366 _____
 367 _____
 368 _____
 369 _____
 370 _____
 371 _____
 372 _____
 373 _____

374 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

OFFER AND ACCEPTANCE

375 (Check if applicable: Buyer received a written real property disclosure statement from Seller before making this Offer.)
 376 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy
 378* delivered to Buyer no later than _____ a.m. p.m. on _____, this offer will be
 379 revoked and Buyer's deposit refunded subject to clearance of funds.

COUNTER OFFER/REJECTION

380 Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a
 382 copy of the acceptance to Seller. Unless otherwise stated, the time for acceptance of any counteroffers shall be 2 days from the
 383* date the counter is delivered. Seller rejects Buyer's offer.

384* Date: _____ Buyer: Thomas Munsell
 385* Print name: Thomas Munsell

386* Date: 9-9-13 Buyer: M-H
 387* Phone: _____ Print name: Margen Hennigan

388* Fax: _____ Address: _____
 389* E-mail: _____

90* Date: _____ Seller: _____
 91* Print name: Diane Gail

92* Date: _____ Seller: _____
 93* Phone: _____ Print name: _____
 94* Fax: _____ Address: _____
 95* E-mail: _____

96* Effective Date: _____ (The date on which the last party signed or initialed acceptance of the final offer.)

17 Buyer (MM) and Seller (MH) acknowledge receipt of a copy of this page, which is Page 7 of 7 Pages.

The Florida Association of REALTORS and local Board/Association of REALTORS make no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR. REALTOR is a registered collective membership mark that may be used only by real estate licensees who are members of the National Association of REALTORS and who subscribe to its Code of Ethics.

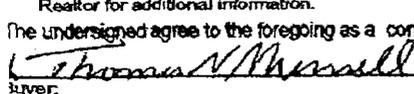
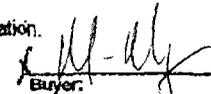
The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of blank forms by any means including facsimile or computerized forms.

Buyer's Disclosure and Acknowledgment



1. **LEGAL REQUIREMENT.** All contracts for the sale of real estate must be in writing and signed by all parties to be enforceable. Coldwell Banker and its representatives (collectively, "Broker") recommend that You consult with an attorney before You enter into this or any other contract.
2. **ESCROW.** Monies placed in escrow with Coldwell Banker will be held in compliance with Chapter 475, Florida Statutes. You agree that, if acting as escrow agent, Broker will deposit escrow funds ("Deposit") in a non-interest bearing account at Comerica Bank ("Bank"), a state-chartered bank that is insured by the Federal Deposit Insurance Corporation ("FDIC"). FDIC deposit insurance applies to a maximum amount of \$250,000 per depositor for deposits held in the same legal ownership category at each bank ("FDIC Limit"). For example, the Deposit will be combined with any individual accounts You have at the Bank. You are responsible for monitoring the total amount of deposits that You own, directly or indirectly, in the Bank. If You have questions, contact Your financial or legal advisors or go to www.fdic.gov/deposit/deposits/index.html. Broker does not guarantee the solvency of any bank into which funds are deposited and does not assume any liability for any loss you incur due to the failure, insolvency or suspension of operations of any bank or the \$250,000 FDIC Limit.
3. **SURVEYS AND INSPECTIONS.** Broker recommends that You (a) exercise any right you have to obtain a property survey, verify zoning and permitted property uses, and obtain any professional inspections, including home inspections which may include, but not be limited to, roof, termite, permits, unpermitted prior improvements or repairs, plumbing and septic/water/sewage hookups, service, and condition, appliances, pool, electrical, HVAC, and structural components (collectively "Property Condition"); (b) retain your inspector to reinspect to ensure that all required repairs have been properly made by an appropriately licensed person; and (c) exercise any contractual right to personally perform a walk-through inspection prior to closing. You agree not to rely on Broker for matters related to Property Condition, boundaries, zoning, square footage, permitted uses, nature or extent of any easements or encroachments, or to inspect, reinspect or perform your walk-through inspection of the property.
4. **THIRD PARTY VENDORS.** Broker may provide You with names of service providers (including, but not limited to, home inspectors, engineers, contractors, repairpersons) that other consumers have used or of whom we are aware. Our doing so will not in any way be construed to be a recommendation or endorsement of, nor is Broker warranting the work of, any such providers. The final choice of any service provider rests solely with You. You agree to release, hold harmless and indemnify Broker from all claims or losses that in any way arise out of, or relate to, the selection or use of any such service provider.
6. **SHOWINGS/OFFERS ON PROPERTY.** You understand that multiple offers may be presented on the property You choose to make an offer on, including offers through other Coldwell Banker sales associates on behalf of other prospective buyers. A seller may not treat the existence or terms of offers as confidential unless required by law. Broker is not obligated to show You any particular property unless compensation acceptable to Broker is offered. A seller is not obligated to negotiate offers in the order received and may decide as to which offer to accept, reject or negotiate.
6. **CONDOMINIUM AND HOMEOWNER ASSOCIATIONS.** Properties governed by an Association are subject to restrictions, rules and regulations and owners are typically required to pay various fees associated with this form of ownership. You should contact the Association directly prior to entering into a contract to determine any matters that are important to You, including, but not limited to, the Association's financial condition, rental restrictions, any pending or threatened litigation or whether current or anticipated repairs or improvements could result in a fee or assessment, and You agree to hold Broker harmless in connection therewith.
7. **DEED RESTRICTIONS.** Certain neighborhoods and communities have deed restrictions that may affect your use of the property. You should consult with an attorney to determine the existence and nature of the restrictions before You enter into a contract.
8. **BUILDER/CONSTRUCTION TRANSACTIONS.** In the event You are purchasing vacant land and will retain a builder (including, but not limited to the seller or any affiliated or preferred builder), Broker may be paid a referral fee in connection with your construction contract. If this is important to You, contact your home builder for full details before You enter into a vacant land contract.
9. **SCHOOL DISTRICTS.** School boundaries are subject to change and the information available to the Seller or Broker may not be accurate, even though it appears to be from a reliable source. If this is important to You, contact the local school board directly to verify the correct boundaries before You enter into a contract.
10. **PROPERTY TAXES.** You should not rely on the seller's current property taxes as the amount of property taxes that You may be obligated to pay. A change of ownership or property improvements triggers reassessments that could result in higher property taxes. If You have any questions concerning valuation, taxation, or tax portability, contact the county property appraiser's office.
11. **SEXUAL OFFENDERS.** The Florida Department of Law Enforcement (FDLE) maintains a list of sexual predators/offenders to enable the public to obtain information about these individuals who may be living in their communities. If this is important to You, contact FDLE prior to entering into a contract at 1-888-357-7332 (toll free), via e-mail at sexpred@fdle.state.fl.us, or log on to www.fdle.state.fl.us.
12. **MOLD DISCLOSURE.** Conditions in Florida can be conducive for mold growth and moisture. You should pay attention to signs of the presence of mold or mildew odors. If this is important to You, You should add a contract provision that gives You the right to conduct a mold inspection.
13. **GOVERNING LAW, VENUE, LIMITATION OF LIABILITY, AND WAIVER.** In the event of any dispute arising out of or in any way relating to your purchase of property or the relationship between You and Broker, it is agreed that (i) Florida law will govern, (ii) venue will be exclusively in the state courts of Broward County, Florida, (iii) any claim by You for damages of any nature (including claims for negligence) will not exceed the amount of the commission that Broker was paid, or would have been paid, in connection with the transaction, and (iv) BROKER AND YOU KNOWINGLY AND VOLUNTARILY WAIVE ANY CLAIM FOR PUNITIVE DAMAGES AND ANY RIGHT TO JURY TRIAL IN ANY LITIGATION.
14. **BROKERAGE RELATIONSHIP/COMMISSION.** Broker is representing you in a Transaction Brokerage relationship as set forth in §§ 475.01(3)(i) and 475.278(2)(b), Florida Statutes. In addition to the commission to be paid by seller, You agree to pay Coldwell Banker a commission of \$345 at closing. You will have no obligation to pay if closing does not occur.
16. **AFFILIATED BUSINESS DISCLOSURE.** You acknowledge receipt of Coldwell Banker's Affiliated Business Arrangement Disclosure Statement.
16. **COLDWELL BANKER CONCIERGE.** You authorize Broker to provide Your contact information to OneSmartMover LLC (an independently owned and operated company) to learn more about its complimentary concierge services and You acknowledge that Broker may receive a financial benefit from One Smart Mover for some of the services you may select.
17. **SAVINGS CLAUSE.** If any provision herein is invalid or unenforceable, the remaining provisions will remain valid and enforceable.
18. **HOME WARRANTY.** Broker recommends that You obtain a home warranty to protect against unanticipated repairs. Ask Your Coldwell Banker Realtor for additional information.

The undersigned agree to the foregoing as a condition of Broker's representation.


09/09/13

9/9/13
 Buyer: _____ Date: _____ Buyer: _____ Date: _____

Affiliated Business Arrangement Disclosure Statement



To: Consumer

From: Coldwell Banker Residential Real Estate LLC

Thank you for contacting us, your local Coldwell Banker Residential Real Estate LLC office (hereinafter "Broker"), in connection with the purchase or sale of a home or other property. This is to give you notice that Broker has a business relationship with the companies listed in this Statement, in that each of the companies is wholly or partially owned either directly or indirectly by NRT LLC or by Realogy Corporation. Realogy Corporation indirectly wholly owns NRT LLC, a parent company of your local Broker and other brokerage offices throughout the nation. Realogy Corporation also owns the franchisor of the Coldwell Banker®, Coldwell Banker Commercial®, Century 21®, ERA®, Better Homes & Gardens®, and Sotheby's International Realty® systems. Because of these relationships, the referral of business to these companies may provide us, our employees or other related parties noted herein a financial or other benefit.

In connection with providing real estate brokerage services, Broker may receive a commission or a cooperative brokerage referral fee for a referral to another real estate brokerage company (which is typical in the real estate brokerage industry).

We have set forth below the services that these companies provide, along with an estimate of the range of charges generally made for these services. You are NOT required to use the listed companies as a condition of the purchase or sale of your property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Companies	SETTLEMENT SERVICES	Estimate Of Charges Generally Made By Provider (1)
PHH Home Loans LLC d/b/a Coldwell Banker Home Loans: Provides a full range of residential first mortgage loan products and services.	Loan origination fee (2) Loan discount fee/points (1) Application Fee	0 - 2% of loan amount 0 - 5% of loan amount
PHH Home Loans LLC d/b/a Sunbelt Lending Services: Provides a full range of residential first mortgage loan products and services.	Loan origination fee (2) Loan discount fee/points (1) Application Fee	0 - 4% of loan amount 0 - 4% of loan amount
Sunbelt Title Agency: Provides searches of public records that bring to your attention any known problems with the property's title before closing, insures against loss due to certain title defects, and, through ShortTrac, provides services in connection with short sale transactions.	Title Insurance premium Coordinate and submits short sale documents.	0.5% - 1.25% of the property purchase price \$0 - \$755 \$600 - \$900
NRT Insurance Agency, Inc.: Provides insurance agency services for homeowners insurance.	Homeowner's Insurance Premium	\$7.50 - \$12.00 per thousand dollars of replacement cost of dwelling

- Actual charges may vary according to the particular circumstances underlying the transaction, including the home value, coverage and limits, other requested terms and services, unusual market conditions, government regulations, property location and features, and other similar factors. Rates may not be the lowest available and are subject to change. For a free, no obligation quote, please contact the company directly. Where required by state law, current rates for insurance are filed with the applicable state agency, and depending upon the circumstances, may vary from the rates shown above.
- There are other charges imposed in connection with mortgage loans. In addition, a lender may require the use of other service providers, including but not limited to an attorney, credit reporting agency or real estate appraiser chosen to represent the lender's interest. If you apply to any of these companies for a loan, you will receive a Good Faith Estimate within 3 days of submission of your loan application which will provide you with detailed information of the anticipated charges associated with your loan.
- The loan discount fee/points are affected by the loan interest rate.

Although not affiliated business arrangements, please also note the following: certain Brokers market the Coldwell Banker Home Protection Plan (provided by American Home Shield of Florida, Inc.) as well as other products and services. Broker, its employees and its affiliate(s) may receive a financial or other benefit from these business relationships, including for products or services they provide. You are not required to buy any of these products or services and, if you want to buy them, you are not required to buy them from any particular provider.

Acknowledgement of Receipt of Disclosure

I/We have received the Affiliated Business Arrangement Disclosure Statement from Broker and understand that Broker may refer me/us to the settlement service providers listed in this Statement. Broker, its employees and its affiliate(s) may receive a financial or other benefit as the result of that referral.

Thomas Russell 09/09/13 [Signature] 9/9/13
 Name Date Name Date

COLDWELL BANKER® and COLDWELL BANKER COMMERCIAL® are registered trademarks licensed to Coldwell Banker Real Estate LLC. ERA® is a registered trademark licensed to ERA Franchise Systems LLC CENTURY 21® is a registered trademark licensed to Century 21 Real Estate LLC. SOTHEBY'S INTERNATIONAL REALTY® is a registered trademark licensed to Sotheby's International Realty Affiliates LLC. Better Homes & Gardens and the Better Homes & Gardens Real Estate logo are registered trademarks of Meredith Corporation licensed to Better Homes & Gardens Real Estate, LLC.

An Equal Opportunity Company. Equal Housing Opportunity.

Owned and Operated by NRT LLC

Alaina Ray, AICP
Town of Longboat Key
501 Bay Isles Road
Longboat Key, FL 34228

Lynette Emmons and Laura Forecki
450 Firehouse Ct.
Longboat Key, FL 34228



Hello Alaina,

We are writing to you as very concerned neighbors of the land at 321 North Shore Road. We wanted to express our sincerest hope that the town board will act in the best interest of our beloved north shore neighborhood and **oppose** petition #5-14 by Diane Goll requesting a variance from section 158.145 of the zoning code to increase the allowed building coverage from 25 to 30 percent.

We have recently (and happily) moved to the quiet north end of Longboat Key and there are several factors that drove that decision:

- The lower density feel of the North West end of the island. We do not wish to live in a suburban-like setting with large buildings lined up in rows and situated so close together that you can hear your neighbor snore at night. It is unsightly and quite out of Longboat Key's character.
- The strict zoning laws that prevent building on non-conforming lots. This kind of irresponsible development is what makes places like Holmes Beach terribly undesirable to us.
- Raising building coverage ratios on lots. This type of over building is certainly what erodes the very nature of the gorgeous island landscape that we have sought and the single reason that we chose to move to this neighborhood specifically.
- Allowing variances - which can be a slippery slope – "if they can, then why can't I..." We were under the strong impression that Longboat Key is very strict in this area and we relied on that when we made our home purchase choice. Variances are necessary sometimes, but we felt sure that Longboat would always make the wise decisions to preserve its island beauty and never allow such a wide departure from the rules.
- Changes that will decrease, not increase the value of surrounding properties. Jamming in a new tall home on a small lot where there is

currently open space does not increase the value of the surrounding neighborhood, and we believe, quite diminishes it. We are saddened and appalled at the immediate negative impact this variance would have on our neighbors directly to either side of the lot at 321.

- The ability to voice a concern as a member of the community - and be heard.

Some may argue that in order to build a too large house for the lot and nearby homes can be done by the zoning laws. This requires the town to give them a variance to do so, but if the town requires a canal for me to put in a boatlift in my back yard, then does the town give me a variance to put in a canal so I can add a boatlift? Where will it all stop? Really.

We believe this issue has a simple solution. If people want "buildable" lots for large new homes, then they should buy bigger lots, combine lots, or look elsewhere. When we decided to buy a home on this island we wanted our home to have a small footprint realizing that the real beauty and value is the surrounding land and neighborhood. After a short real estate search it was not difficult to find exactly what we wanted without having to force our neighbors to feel any hardship or negative impact from our desires.

We have made new friends of most all of our neighbors and have discovered that each one we have met opposes building on the vacant lot at 321 North Shore Road. We ask you to please take this into consideration when making your decision. This issue is very important to us all, really affecting so many people.

We have put our faith in the board members and ask that you keep the island protected guarding the plants, trees, birds and all that makes Longboat Key precious and unique. Please, please don't allow suburban sprawl any foothold in this island paradise. We respectfully ask you to deny this variance.

Thank you for your time and consideration.

Sincerely,
Lynette and Laura

April 2, 2014

Longboat Key Zoning Department

Longboat Key, FL 34228



Dear Board Members,

I reside within a couple hundred feet of the lot --- 321 North Shore Road.

I have discussed with neighbors on North Shore Road the Application for Variance and considered the lot, the next door houses, and the neighborhood as an entity.

Although, in general, I support property owners' rights, after reviewing the proposed house on the 321 lot, I join other neighbors in objecting to the requested variance.

The proposed house is, in my opinion, too large and tall for the lot and infringes on the rights of the adjacent houses. If such a house was constructed next to a house I owned I would be heart-broken and would consider relocating -- possibly at an economic loss because of the impacts of the proposed structure (closeness, large square footage and height).

A minor variance as to square footage requirement allowing a smaller house with appropriate (sensitive) set-backs, open space, and screening vegetation would seem more appropriate.

Thank you for considering my opinion and objection.

Sincerely,

Mary Streich

7125 N. Gulf of Mexico Drive

**John Percy and Russell Hurlburt
3484 Heatherwood Drive
Hamburg, NY 14075
(716) 628-5826
Longboat address: 420 Firehouse Court, Unit # 6**



March 29, 2014

Mr. Steve Schield
Planning and Zoning
Town of Longboat Key
501 Bay Isles Road
Longboat Key, FL 34228

Dear Mr. Schield and Zoning Board of Adjustment:

We own a second home on Firehouse Court on the north end of the island and back up against the lot on North Shore Drive with the requested variance. We OBJECT to the variance # 5-14 of Diane Goll.

We object on the following points:

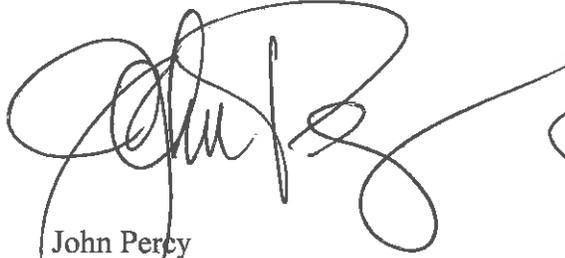
1. Lot coverage; this is a very small lot of approximately 6000 square feet and the shape of the lot is long and narrow. A significant increase in coverage ratio from 25-30% WILL create an unsightly building on this lot. We need a more open look in this area, and not a stacked look that would resemble Anna Maria and Holmes Beach (sorry no offense to them but Longboat has always been different and we want to remain that way.).
2. A development variance of the lot is not proper as this lot was for sale for years and other variances have been declined. NO one would buy it as people figured out they could not follow or build a house that would comply with the zoning laws. Why should the town support a variance when people should know this is not a buildable lot. In other words, why should the town back a real estate developer who has made an unformed move, and a move that others have avoided for several years. And let me be clear, we are in support of proper development when it is not in violation of town zoning codes and law and requires a variance that is not proper!
3. This area on Firehouse Court and North Shore Road is supposed to be more open and not a high density area. That's why we have invested in this area to begin with. We need to preserve this open look and feel.

Page 2 - Percy/Hurlburt

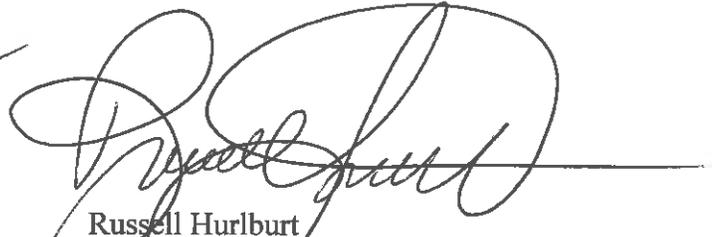
We appreciate you reviewing this variance request more closely and deny this request immediately. It is imperative that Longboat Key retain its uniqueness and remain different from the other islands.

Thank you for your cooperation.

Sincerely,



John Percy



Russell Hurlburt

Wendi Bundy
301 North Shore Road
Longboat Key, FL 34228
March 30, 2014

Longboat Key
Planning Zoning & Building Department
501 Bay Isles Road
Longboat Key, FL 34228



Dear Zoning Board,

I live at 301 North Shore Road, abutting the lot that is petitioning for a variance: Petition No 5-15. Unfortunately I am unable to be at this meeting in person because of a work conflict that requires my attendance, but feel confident that the board will reject this petition for the points outlined below.

First a brief background: I have seasonally lived on the North End of LBK, west of GMD, for more than 15 years. I fell in love with this town and respect the wonderfully unique island character of the town and its residents. I respect that there are strict laws, policies, and codes, knowing that they contribute to the infrastructure that makes this such a desirable place to live. With that said, I have owned at 301 North Shore Road for two short years, purchasing the home for top dollar AND only after a petitioned variance on the same small lot was denied by this board. Hopefully you can understand my shock and deep disappointment when a mere two years later, this non-conforming lot is once again the subject of a petition.

Please consider:

- 1) The application for the variance sites as their number one request that “special conditions exist which are peculiar to the land. . . and that it is a non-conforming lot.” If the lot does not to meet the town’s published requirements necessary to build, the buyer should not have bought it for that purpose. According to Chapter 158 of the LBK Zoning Law, a “lot” *is defined as a parcel of land of at least sufficient size to meet minimum zoning requirements, occupied or intended for occupancy by a building together with its accessory buildings, including the open space required under this chapter.* According to the zoning law, the petitioned property is actually a “lot remnant” defined as *too small to accommodate a building complying with the setback and building area requirements.* There are buildable lots on the north end and throughout the area that the applicant could have purchased to build their home.
- 2) The parcel is 5950 square feet – long and narrow (a mere 50 feet wide), increasing the coverage ratio from 25% to 30% will create an unsightly, tall, row-house like building on a small, narrow piece of land. This is not consistent with the North Shore Road neighborhood look and feel, nor does it seem consistent with the R-

3MX zoning of low to medium density. Increasing the ratio by 20% would set a precedent that is contrary to the Town's Plan, the Zoning (R3-MX) and would be inconsistent with past board decisions.

- 3) As I mentioned earlier, this lot remnant was subject to a variance request to increase home coverage previously and was denied. It would not be fair to the previous petitioner, nor would it be fair to the many people who considered purchasing the lot for development but did not because of the lot restrictions and the previous denial. As a home owner, I look to the Board to enforce zoning and planning rules consistently.

In conclusion, I respectfully ask that the board deny this variance based on the points above.

Thank you in advance for your responsible implementation and enforcement of our town's development regulations, and thank you, too, for your public service and contribution to this beautiful Key.

Sincerely,

Wendi Bundy
941-383-3215

Susan DeGennaro
361 North Shore Road
Longboat Key
FL 34228



April 2, 2014

Dear Zoning Board of Adjustment,

We live at 320 North Shore Road, diagonally across the street from the proposed job site. We object to variance request # 5-14 of Diane Goll.

We object on four points.

1. Lot coverage; This is a very small lot of about 5950 square feet and the shape of the lot is long and narrow. A significant increase in coverage ratio from 25% to 30% will create an unsightly building on a small lot. This "row tower look" is not consistent with what we understood LongboatKey to be. Further, many towns in the area operate with a 20% coverage ratio, so the 25% figure is already high. Moving to 30% would set a precedent that others would follow or else be denied the "same" treatment.
2. A variance to suit development of the lot is not appropriate as the buyer and their lawyer should have been aware of the zoning requirements before they invested in the lot. The petitioner cannot demonstrate there are any unusual land conditions, as there are dozens of small lots in the area. Nor can they show hardship would be imposed by complying with the current zoning regulations as other homes in the area do comply with the 25% coverage ratio.
3. Averse impact on the restful and natural look and feel of the area; a larger home on what is already a narrow and small lot is absolutely out of character with the immediate area. Vacationers come to Longboat Key for the beaches as well as scenic and restful space, not Palm beach row towers.
4. Gardening is my main hobby and I have invested huge time and effort to create a private, lush, and restful home. The proposed variance at 321 will destroy our beautiful 25 foot tall property line trees which provide perfect partial shade. Oddly enough the 44 foot tall proposed building will shade our home heavily, while cutting the trees will bake our yard.
5. Negative impact on the value of our home. We are retired and have a significant investment in our home. I will sell this home at some point, and realtors estimate the proposed variance next door will devalue our home by over \$100,000. Simply put, the investor/petitioner does not have a right to devalue our home.

Longboat Key warrants careful use of our precious land and respect for the look and feel. The proposed petition is simply not justified and should be denied.

Sincerely,

Susan Mary DeGennaro

April 2, 2014

Mr. Steve Schield
City of Longboat Key
Planning, Zoning & Building
Longboat Key, Florida
sschield@longboatkey.org



Dear Mr. Schield

My name is David Grace, of Altamonte Springs, Florida. For the past several years, my wife and I have been guests at the Munsell cottage on an average of six weeks a year during the months of January, June and October.

One of my favorite hobbies in my retirement years is gardening and lawn care. I am a former volunteer of the Seminole County Master Gardener organization which enhanced my knowledge of central Florida gardening.

During my stay at the Munsell cottage, I've gotten involved in the ecofriendly landscape. I use the gardening tools available to prune, trim, rake, remove plant material to the curb. I have also gotten to know that Sue Munsell is the designated gardener of the cottage. On a frequent basis, we consult with each other while I am on site and exchange information when we are in Altamonte Springs. I enjoy the opportunities of encouraging and providing technical information.

The landscape at the Munsell cottage is unique to the neighborhood. It is obvious that the Munsell's have invested their funds and personal time in the landscape. The house is very private, quiet, and the lush landscape blends the cottage into the landscape.

The immediate impact upon construction of proposed home at 321 North Shore Road is the destruction of existing trees and foliage which currently on the Munsell property provides privacy and shade. The sheer massiveness of a three story, 45 foot- tall structure next to smaller homes and cottages is not appealing for North Shore Road and future vacationers. I am sure there will be a future impact on vacationers looking for the privacy and serenity of with is left of Longboat Key. I also foresee additional noise pollution from A/C equipment. No doubt, I am sure the future of this home will include a pool.

In short, I stand with Tom and Sue Munsell in the objection to the proposed variance #4-15 of Diane Goll on lot 321 North Shore Road, LBK.

Thank you for your consideration,

David Grace
1110 Sheffield Court
Altamonte Springs, Florida
407-862-7696

Thomas Munsell
361 North Shore Road
Longboat Key, FL 34228
April 2, 2014



Dear Zoning Board of Adjustment,

I strongly oppose the requested variance (#5-14) at 321 North Shore Road and ask each of you to deny this request. Your review this letter is appreciated, as is the collective thinking of our great neighbors. It is that thinking that I attempt to convey here.

My objection is on four main points

1. The application is inconsistent, defies common sense, and is not forthright;

- a. It requests a 20% coverage increase (25% to 30%) "to meet the 1600 SQ FT minimum" footprint size. In fact 30% of the 6000 SQ FT is 1800 SQ FT, not the requested 1600 SQ FT stated on item #4 on applicant's page #3. The applicant trying to grab extra square feet in excess of what they state.
- b. Basic math says a 5950 SQ FT lot with a 25% coverage ratio yields a 1490 SQ FT. That is below the required 1600 SQ FT footprint (7% over the 1490 SQ FT). My wife and I wanted to buy this very lot in 2008, and rapidly realized it did not meet the town standards, so rather than request a variance and shoe horn a home onto #321 we purchased #361. After 2008, this lot went unsold for over a year while many builders and realtors looked at it and saw it required a 20% variance.
- c. The application references zone R-6SF (high density) when in fact the unique North End neighborhood is zoned R-3SF (low/medium density) per the applicant's site plan. Zone R-3SF carries a conforming lot 10,000 SQ FT lot minimum and 100' of frontage minimum. Over time the town single family zoning regulations have moved toward less density. Granting the Goll variance would be moving backwards on that direction.
- d. Granting a coverage change to 30% sets precedent for others to follow and that contradicts what we understood to be well thought out town zoning.

2. Florida high court legal precedent shows no legal basis for this variance;

- a. Attorney Don Hemke will convey legal details. A layperson's summary follows:
- b. "...An applicant cannot claim a hardship that exists at time of purchase...". (Burger King v Dade Cty, 1977). "...The use of a variance is not appropriate to cure a hardship which existed at the time of purchase..." (Pletcher v City of St Pete 2005). These decisions make common sense.
- c. "...A self-created hardship arises when the applicant purchases a property from which the applicant seeks a variance...". (Weinberg v Town of Sewall's point; Martin county 2003)
- d. Special conditions do not exist on the 321 lot per 2011 findings of Town Planner Mr. Hartman. He found "...the basic size and shape ...of the lot is not unique from other near-by lots...". A review of the applicant's own site plan of the North Shore Road area confirms many of these small lots do in fact exist. Mr. Hemke's legal brief will post you on Mr. Hartman's detailed findings.

(Continued page to page 2)

3. Common Sense and Resource Management:

- a. The people who work for the town are our most valuable resource.
- b. Our land and water are our second most valuable resource.
- c. **The town should not be in the business of insuring the success of, or backing unthinking, non-thinking, or aggressive out-of-state developers.** A developer might purchase a lot that is half wetlands, and may not be able to meet the minimum building footprint in the dry half of the lot. Would the town grant a variance to build on the wetland? The developer is supposed to conduct proper due diligence, and make decisions according to the rules. Speaking of rules, the only other scenario is the developer knew the rules, and figured they would bowl over the Zoning Board of adjustment.
- d. **The town should not allow its second most valuable resource to be pillaged for profits that go to an out-of-state developer.**
- e. **Approval of the variance would create a dangerous precedent that would impact legitimate long-term home buyers in Longboat Key. These buyers, including the writer of this objection letter, depend on the rule of law when making a long-term investment in a home. When we invalidate the rule of law we create the "wild west" and that will block the flow of long-term home buyers to Longboat Key. Why would long-term buyers purchase when an out of state developer can buy lot next door and break the law? How uncomfortable are current residents that the lot next to them might be granted a variance and developed with a 44 foot tall tower? It is the clear and consistently applied rule of law that creates an environment for long-term home buyers who become part of the fabric of the town. They help their neighbors, attend local churches, have an interest in the long-term vision of the town, and are there for each other in times of crisis.**

4. Neighborhood and Next Door

- a. The "cottage look" of the North End is unique as is the local wildlife. The North End and its guests deserve better than to become a "Palm Beach like row of towers".
- b. The proposed home plan creates a 70 foot long by 44 foot tall tower and "Chinese Wall" 10 feet from our home. My architect says we will have no sun on our home in the morning, sun around noon, and no sun after 2:30 PM. We believe a major daylight plane issue exists and have illustrated same on attachment PDF page #4. We use solar energy in our northern home and wanted to use that at #361. That will not be possible if this variance is granted. Meanwhile our lush green backyard will bake and be a desert as the 25 foot property line trees would have to be cut down as the trees are actually where the fence is drawn on the applicants plan. (attachment PDF pages #1,#2, #3) Further, one cannot screen a 44 foot tower, and the trees on the "3D" plan are a farce. There is no sizable tree that grows in a 10 to 12 foot side setback, and certainly not one that screens a large vertical wall. Please ask a landscape architect.
- c. Major devaluation of our property value is estimated by an area realtor. We have invested 25 years of savings into what we thought was a quiet and private retirement home. My wife has toiled endlessly in yard to plant great greenery. Having our retirement savings devalued by an investor is sickening. We did not buy a home on Wall Street. We bought on North Shore Road.

In summary I ask for each of you to flatly deny any variance on lot #321 as the application is inconsistent, Florida high courts have clearly stated applicants have created their own hardship, a 2011 town report found no special conditions exist at #321, and the face of the neighborhood should not be changed for profit. Your time and consideration are appreciated as is the effort of our great neighbors.

Respectfully,

Tom Munsell



Thomas Munsell
361 North Shore Road
Longboat Key, FL 34228
April 2, 2014

Dear Zoning Board of Adjustment,

I strongly oppose the requested variance (#5-14) at 321 North Shore Road and ask each of you to deny this request. Your review this letter is appreciated, as is the collective thinking of our great neighbors. It is that thinking that I attempt to convey here.

My objection is on four main points

1. The application is inconsistent, defies common sense, and is not forthright;

- a. It requests a 20% coverage increase (25% to 30%) "to meet the 1600 SQ FT minimum" footprint size. In fact 30% of the 6000 SQ FT is 1800 SQ FT, not the requested 1600 SQ FT stated on item #4 on applicant's page #3. The applicant trying to grab extra square feet in excess of what they state.
- b. Basic math says a 5950 SQ FT lot with a 25% coverage ratio yields a 1490 SQ FT. That is below the required 1600 SQ FT footprint (7% over the 1490 SQ FT). My wife and I wanted to buy this very lot in 2008, and rapidly realized it did not meet the town standards, so rather than request a variance and shoe horn a home onto #321 we purchased #361. After 2008, this lot went unsold for over a year while many builders and realtors looked at it and saw it required a 20% variance.
- c. The application references zone R-6SF (high density) when in fact the unique North End neighborhood is zoned R-3MX (low/medium density) per the applicant's site plan. Zone R-3MX carries a conforming lot 10,000 SQ FT lot minimum and 100' of frontage minimum. Pending town regulations, per February 2014 draft, are in fact proposing to change unit density to less than 2.5 units/acre. Granting the Goll variance would be moving backwards on that direction.
- d. Granting a coverage change to 30% sets precedent for others to follow and that contradicts what we understood to be well thought out town zoning.

2. Florida high court legal precedent shows no legal basis for this variance;

- a. Attorney Don Hemke will convey legal details. A layperson's summary follows:
- b. "...An applicant cannot claim a hardship that exists at time of purchase....". (Burger King v Dade Cty, 1977). "...The use of a variance is not appropriate to cure a hardship which existed at the time of purchase..." (Pletcher v City of St Pete 2005). These decisions make common sense.
- c. "...A self-created hardship arises when the applicant purchases a property from which the applicant seeks a variance...". (Weinberg v Town of Sewall's point; Martin county 2003)
- d. Special conditions do not exist on the 321 lot per 2011 findings of Town Planner Mr. Hartman. He found "...the basic size and shape ...of the lot is not unique from other near-by lots...". A review of the applicant's own site plan of the North Shore Road area confirms many of these small lots do in fact exist. Mr. Hemke's legal brief will post you on Mr. Hartman's detailed findings.

(Continued page to page 2)

3. Common Sense and Resource Management:

- a. The people who work for the town are our most valuable resource.
- b. Our land and water are our second most valuable resource.
- c. **The town should not be in the business of insuring the success of, or backing unthinking, non-thinking, or aggressive out-of-state developers.** A developer might purchase a lot that is half wetlands, and may not be able to meet the minimum building footprint in the dry half of the lot. Would the town grant a variance to build on the wetland? The developer is supposed to conduct proper due diligence, and make decisions according to the rules. Speaking of rules, the only other scenario is the developer knew the rules, and figured they would bowl over the Zoning Board of adjustment.
- d. **The town should not allow its second most valuable resource to be pillaged for profits that go to an out-of-state developer.**
- e. **Approval of the variance would create a dangerous precedent that would impact legitimate long-term home buyers in Longboat Key. These buyers, including the writer of this objection letter, depend on the rule of law when making a long-term investment in a home.** When we invalidate the rule of law we create the "wild west" and that will block the flow of long-term home buyers to Longboat Key. Why would long-term buyers purchase when an out of state developer can buy lot next door and break the law? How uncomfortable are current residents that the lot next to them might be granted a variance and developed with a 44 foot tall tower? **It is the clear and consistently applied rule of law that creates an environment for long-term home buyers who become part of the fabric of the town.** They help their neighbors, attend local churches, have an interest in the long-term vision of the town, and are there for each other in times of crisis.

4. Neighborhood and Next Door

- a. The "cottage look" of the North End is unique as is the local wildlife. The North End and its guests deserve better than to become a "Palm Beach like row of towers".
- b. The proposed home plan creates a 70 foot long by 44 foot tall tower and "Chinese Wall" 10 feet from our home. My architect says we will have no sun on our home in the morning, sun around noon, and no sun after 2:30 PM. We believe a major daylight plane issue exists and have illustrated same on attachment PDF page #4. We use solar energy in our northern home and wanted to use that at #361. That will not be possible if this variance is granted. Meanwhile our lush green backyard will bake and be a desert as the 25 foot property line trees would have to be cut down as the trees are actually where the fence is drawn on the applicants plan. (attachment PDF pages #1,#2, #3) Further, one cannot screen a 44 foot tower, and the trees on the "3D" plan are a farce. There is no sizable tree that grows in a 10 to 12 foot side setback, and certainly not one that screens a large vertical wall. Please ask a landscape architect.
- c. Major devaluation of our property value is estimated by an area realtor. We have invested 25 years of savings into what we thought was a quiet and private retirement home. My wife has toiled endlessly in yard to plant great greenery. Having our retirement savings devalued by an investor is sickening. We did not buy a home on Wall Street. We bought on North Shore Road.

In summary I ask for each of you to flatly deny any variance on lot #321 as the application is inconsistent, Florida high courts have clearly stated applicants have created their own hardship, a 2011 town report found no special conditions exist at #321, and the face of the neighborhood should not be changed for profit. Your time and consideration are appreciated as is the effort of our great neighbors.

Respectfully,

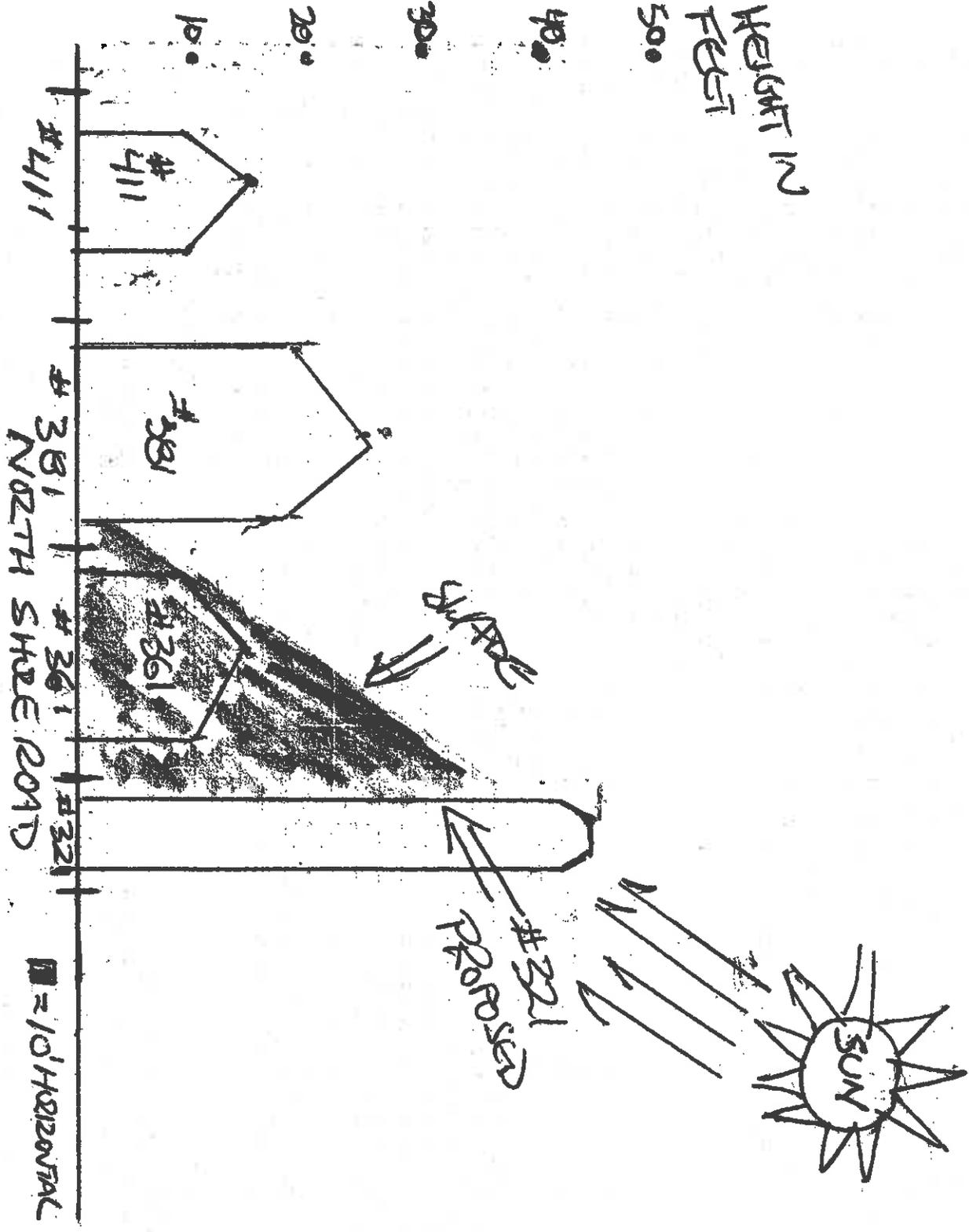
Tom Munsell



Coy's Brook Landscaping



Inspiring Designs Since 1981





361 North Shore Road
Longboat Key, FL 34228

Dear Zoning Board of Adjustment,

I strongly oppose the requested variance (#5-14) at 321 North Shore Road and ask you to deny this request.

My objection is fourfold:

I KNOW WE HAD SOME MEETING SCHEDULING ISSUES AND DELAYS ON THIS ISSUE, BUT MAKING A BAD LEGAL DECISION, A BAD DECISION FOR THE NEIGHBORHOOD, AND SETTING A BAD PRECEDENT IS NOT THE WAY TO REMEDY DELAYED MEETINGS.....

1. Long after out of state developers had fled with tier money, LBK residents will live with the precedent and aftermath of row house type crowding.
2. The application is inconsistent and deceiving. It requests a 20% coverage increase (25% to 30%) to ensure compliance with the 1600 SQ FT minimum lot size. In fact 30% of the 5950 SQ FT is 1800 SQ FT, not 1600 SQ FT.
3. The application references zone R-6 when in fact the neighborhood is R-3MX and carries a conforming lot 10,000 SQ FT lot minimum and 100' of frontage minimum. Pending town regulations are in fact proposing to change unit density to less than 2.5 units/acre. Granting the Goll variance would be moving backwards on that direction.
4. Granting a coverage change to 30% sets precedent for others to follow such that would grant a 20,000 square foot property developer a 6000 SQ FT home rather than a 5000 SQ FT home.
5. Purchasing a lot has not been, nor should it be a guarantee of approval for development. The town should not be in the business of ensuring the economic success of EVERY applicant. That is a slippery slope. The town should be in the business of ensuring a cogent, clear, concise, and consistently applied set of rule exist so that long-term property buyers can be protected.
6. First floor elevation is 16' yikes
7. DAYLIGHT PLANE Further, th
8. ROW HOUSE feel
9. Trees privacy
10. Stairs not match 3 view; sq ft is defined as any man made and above ground object;; foundation; stairs
11. Screening
- 12.

THE STANDARD COVERAGE OF 25% EQUATES TO 1490 SQ FT ON THE 5950 SQ FT LOT. THE APPLICANT SAYS THEY WANT A VARIANCE FROM THE 1490 SQ FT TO 1600 TO MEET THE TOWN MINIMUM FOOTPRINT SO APPLICANT CAN DEVELOP THE LOT. APPLICANT'S HUSBAND IS THE DEVELOPER AND THE INTENT IS TO BUILD AND FLIP THE HOUSE.

THE APPLICANT REQUESTS 30% COVERAGE WHICH IS A "HIDDEN" 1800 SQ FEET AND CONTRADICTS THE STATED 1600 SQ FOOT RATIONALE. FURTHER APPLICANT MISLEADS BOARD BY REFERENCING R-6 ZONING WHICH IS HIGH DENSITY (6 UNITS PER ACRE). #320 IS R-3MX ZONED. IF APPLICANT WERE HONEST, THEY WOULD ASK FOR A VARIANCE TO BUILD AT LESS THAN THE 1600 SQ FT AND BUILD SMALLER. NOT ASK FOR MORE, BUT WE WANT TO SIT ON THAT UNLESS WE ARE CLOSE TO DEFEAT. THERE ARE OTHER VACANT LOTS ON NORTH SHORE ROAD THAT ARE TOO SMALL TO BUILD ON, OR HAVE OTHER ISSUES THAT PREVENT BUILDING. MAYBE THIS LOT 321 IS JUST NOT BUILDABLE.

APPLICANT STATES THAT THE LOT HAS SPECIAL CONDITIONS (IS SMALL) AND THEREFORE REQUIRES A VARIANCE TO DEVELOP. FURTHER APPLICANT STATES THE SMALL LOT SIZE IS NOT THE APPLICANT'S FAULT.

THIS SEEMS BEYOND ABSURD AS IT IS APPLICANT ACTIONS TO PURCHASE THE LOT THAT CAUSED THE PREDICAMENT, NOT THE ACTIONS OF THE LOT

THE VIEW OF THE ABUTTERS IS THE TOWN SHOULD NOT BE IN THE BUSINESS OF ENSURING ECONOMIC SUCCESS OF EACH REAL ESTATE INVESTOR. THAT IS A SLIPPERY SLOPE. THE TOWN SHOULD BE IN THE BUSINESS OF CREATING A COGENT, CLEAR, CONCISE, AND CONSISTENTLY APPLIED SET OF REGULATIONS SO THAT LONG-TERM REAL ESTATE BUYERS CAN KNOW THE CLIMATE AND RULES THEY ARE BUYING INTO.

IN PARTICULAR, THE APPLICANT REFERENCES "LBK" AND THE "AREA: WHEN IN FACT THE NORTH WEST END IS UNIQUE IN ITS OPEN SPACE, LARGER LOTS AND THREE YEAR TREND TO LARGER HOMES PERIOD. NOT SMALLER

☒ **The town should not be in the business of insuring the success of, or backing unthinking, non-thinking, or aggressive out of state developers.** The developer could have purchased a lot that is half wetlands, and may not be able to meet the minimum building footprint in the dry half of the lot. Would the town grant a variance to build on the wetland? Of course not. The developer is supposed to conduct proper due diligence, determine the rules, and make decisions according to the rules. Speaking of rules, the only other scenario is the developer knew the rules, and figured they would bowl over the zoning Board and win a big variance such as the prior variance that was submitted on this property and not approved. Either way, he town should not be in the position of backing or ensuring the financial success of the Goll's as this sets a very dangerous precedent.

☒ **Approval of the variance would create another dangerous precedent** that would impact legitimate long-term home buyers in Longboat Key. These buyers, including the writer of this objection letter, depend on the rule of law when making a long-term investment in a home. **When we invalidate the law we create a wild west and that would impede the flow of legitimate long-term home buyers to Longboat Key.** Why would long-term buyers purchase when an out of state developer can buy lot next door and break the law? It is the clear rule of law that creates an environment for long-term investors and buyers

☒ **Finally, granting a coverage variance to 30% also creates a very dangerous precedent as a developer with a 10,000 square foot lot could build a 3000 square foot home.** Then Longboat Key becomes Siesta Key --- no side yards, The town should not be in the business of insuring the success of, or backing unthinking or non-thinking out of state developers. The developer could have purchased a lot that is half wetlands, and may not be able to meet the minimum building footprint in the dry half of the lot. Would the town grant a variance to build on the wetland? Of course not. The developer is supposed to conduct proper due diligence, determine the rules, and make decisions according to the rules. The town should not be in the position of backing or ensuring the financial success of the Goll's as this sets a very dangerous precedent. The town should not be in the business of insuring the success of, or backing unthinking or non-thinking out of state developers. The developer could have purchased a lot that is half wetlands, and may not be able to meet the minimum building footprint in the dry half of the lot. Would the town grant a variance to build on the wetland? Of course not. The developer is supposed

to conduct proper due diligence, determine the rules, and make decisions according to the rules. Speaking of rules, the only other scenario is the developer knew the rules, and figured they would bowl over the zoning Board and win a big variance. Either way, he town should not be in the position of backing or ensuring the financial success of the Goll's as this sets a very dangerous precedent. Approval of the variance would create another dangerous precedent that would impact legitimate long-term home buyers in Longboat Key. These buyers, including the writer of this object, depend on the rule of law when making an investment. When we invalidate the law we create an wild west and that would impede the flow of legitimate long-term investors to Longboat Key. Why would they invest when an out of state developer can buy lot next door and break the law? Finally, granting a coverage variance to 30% also creates a very dangerous precedent as a developer with a 10,000 square foot lot could build a 3000 square foot home. Then Longboat Key becomes Siesta Key,

TO DEFEAT THE NEED TO BUILD TO A MINIMUM SQUARE FOOTAGE

DITTO ABOVE

TO REINFORCE THE TOWN'S DESIRE TO CREATE CONFORMING LOTS AND KEEP LAND OPEN

In fact the neighbors have offered, via formal realtor channels, to purchase the lot at a reasonable market price.

☒ rather than go for a bigger variance, the town could approve a SMALLER variance which would be to waive the required 1600 sq ft minimum here(ASSUMING THAT IS ACCURATE) and go with a variance to approve a 1500 sq ft home which is much more in keeping with the cottages in the area (#361 is 1200 SQ FT). It also better protects the abutters' rights. the requested variance is a 20% variance (25% to 30%) and for BIGGER. Why not protect the land, the neighbors and the area with a SMALLER home. <WE MAY NOT WANT TO TOSS THIS OUT, BUT IF IT LOOKS LIKE WE ARE GOING DOWN TO DEFEAT, THEN WE CAN TOSS THIS OUT>



Catherine and Joseph Martin
320 North Shore Road
Longboat Key
FL 34228

March 31, 2014

Dear Zoning Board of Adjustment,

We live at 320 North Shore Road, diagonally across the street from the proposed job site. We object to variance request # 5-14 of Diane Goll.

We object on four points.

1. Lot coverage; This is a very small lot of about 5900 square feet and the shape of the lot is long and narrow. A significant increase in coverage ratio from 25% to 30% will create an unsightly building on a small lot. This cramped look is not consistent with how we want the neighborhood to look, nor is it consistent with how the town wants things to look. Further, many towns in the area operate with a 20% coverage ratio, so the 25% figure is already high. Moving to 30% would set a precedent that others would follow or else be denied the "same" treatment.
2. A variance to suit development of the lot is not appropriate as the buyer and their lawyer should have been aware of the zoning requirements before they invested in the lot. The petitioner cannot demonstrate there are any unusual land conditions, nor can they show hardship would be imposed by complying with the current zoning regulations as other homes in the area do comply with the 25% coverage ratio.
3. Averse impact on the restful and natural look and feel of the area; a larger home on what is already a narrow and small lot is absolutely out of character with the immediate area. At some point we have to say that people come to Longboat Key for the beaches as well as scenic and restful space. Those people generate revenue for the town.
4. Negative impact on the value of our home. We are retired and have a significant investment in our home. We will sell this home at some point, and firmly believe the proposed variance across the street will devalue our home. Simply put, the investor/petitioner does not have a right to devalue our home.

We appreciate the work Steve Schield's team is doing and hope we can all remember that Longboat Key warrants very careful management of our land resources. The proposed petition is simply not justified and should be denied.

Sincerely,

Catherine Martin
Joseph Martin

Catherine and Joseph Martin

Donna Chipman

From: Alaina Ray
Sent: Wednesday, April 02, 2014 9:00 AM
To: Donna Chipman
Subject: FW: thank you again

Donna,

Please include the following comments with the ZBA packets.

Thanks,
Alaina

From: WENDI BUNDY [<mailto:wendibundy1@mac.com>]
Sent: Wednesday, April 02, 2014 8:43 AM
To: Alaina Ray; Steve Schield
Subject: thank you again

Good morning Alina and Steve,

Thank you again for taking the time to meet with me late yesterday afternoon. I appreciated your candor, as well as your professionalism and patience in addressing some of my questions and concerns. I really respect that you have challenging positions, and I appreciate your desire to do the right thing while upholding the law (funny how sometimes they aren't one in the same. . .)

Please know that I remain vehemently opposed to the potential granting of a variance next door.

Just two things I immediately wanted to follow-up on from our meeting:

1) Steve shared a couple times that the "yellow house" - (the house we bought and live in - 301 North Shore) had "several" or a "couple" variances granted prior or during the building process. I have thoroughly checked in on this and could find just one variance : "for five feet from the Joy Street right-of-way" It was explained to me that the builders of this house put the driveway on Joy Street and since it is a thorough way needed approval to have the driveway meet the street. It certainly did not compare to asking for a 20% increase on setbacks to build an oversized structure on a narrow strip of land.

I don't believe that one bad decision deserves another, nor do I feel since we are opposing this, we can be held responsible for previous builders and their requests. I do worry of a possible precedent being set, and how future applicants would look to "granted" variances to ask for one for themselves, and think that this is the reason the proverbial "buck should stop here". With this new request for a behemoth of a home to be squeezed on this lot, certainly you have considered that future builders and investors will want to follow suit, if the precedent is set. . . .

2) I did have a chance to find out more on the trees that share the two lots (Tom's and the lot). There is a specimen Grape Leaf Tree (that would be decimated), a mature frangipani, a banyan (not a ficus - guess I need to polish up on my tree identifying skills ;), and two other palms - all these beautiful trees would come down, and demolishing the neighborhood's "Nature Walk" to Greer Island : (

I know there is so much more, but I feel so helpless. I too am trying to hold down a stressful job like yours, and am just sickened and saddened by all of this. I feel like my future has abruptly downshifted.

You both seem like really great people. Thanks again for your time.

Warm regards,
Wendi



Planning, Zoning & Building Department
501 Bay Isles Road
Longboat Key, Florida 34228
Fax Number: (941) 316-1970
Web: <http://www.longboatkey.org>

(941) 316-1966

APPLICATION FOR VARIANCE

Date Filed 3/18/2014 Receipt # (\$1000.00 deposit) _____ Petition No 5-15
(Application fee of \$450 will be deducted from deposit)

THE APPLICANT IS REQUIRED TO SUBMIT SEVENTEEN (17) (ORIGINAL PLUS SIXTEEN (16) COPIES) INDIVIDUAL, COLLATED SETS OF THIS APPLICATION, SUPPORTING PLANS AND DOCUMENTS.

(I) (We) Diane Goll of 33 Oljay Terrace, Milford, CT 06461
(name) (mailing address)

request a Variance from Section (s) 158.145
of the Town of Longboat Key Zoning Ordinance to Increase the allowed building coverage from 25% to 30%

(brief description, i.e., to reduce side yard from 20' to 15')

Subject property is located at 321 North Shore Road
(street number location)

The legal description is as follows: LOT 2 BLK 42 REV LONG BEACH
(Lot(s)) (Block) (Subdivision or Plat)

or Pt#78144.0000/3
(if otherwise legally described)

LIST OF NAMES AND ADDRESSES OF ALL OWNERS OF PROPERTY WITHIN A DISTANCE OF 500 FT. FROM THE OUTSIDE EDGES OF THE PROPERTY INVOLVED WILL BE PROVIDED BY THE TOWN.

(I) (WE) believe that the Zoning Board of Adjustment should grant this Variance pursuant to Section 158.029 of the Town Code because all of the following criteria are factually supported in this petition:

- (1) Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district.
- (2) The special conditions and circumstances do not result from the actions of the applicant.
- (3) Granting the variance requested will not confer on the applicant any special privilege that is denied by Chapter 158 to other lands, buildings, or structures in the same zoning district.
- (4) Literal interpretation of the provisions of Chapter 158 would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of Chapter 158 and would work unnecessary and undue hardship on the applicant.

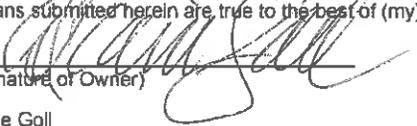
- (5) The variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.
- (6) The grant of the variance will be in harmony with the general intent and purpose of Chapter 158, and the variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

STATE SEPARATELY HOW EACH OF THE ABOVE SIX (6) CRITERIA ARE FACTUALLY PRESENT IN YOUR VARIANCE REQUEST:

SEE ATTACHED SHEET

(ATTACH EXTRA SHEET, IF NECESSARY)

(I) (WE) understand that this Petition becomes a part of the permanent records of the Zoning Board of Adjustment. (I) (WE) hereby certify that the above statements and the statements or showings made in any paper or plans submitted herein are true to the best of (my) (our) knowledge and belief.


(Signature of Owner)

Diane Goll
(Please print or type Owner's Name)

The Owner has hereby designated the above signed person to act as his agent in regard to this Petition. (To be executed when Owner designates another to act on his behalf.)

Mailing address you wish information sent to and telephone number:

33 Oljay Terrace

Milford, CT 06461

Phone # (203) 283-4013

Fax # ()

Print or type Agent Name

Notarization of Agent's Signature:

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____

by _____

as _____ for _____
(type of authority) (name of party acting on behalf of)

Notary Public

Name of Notary (print, typed or stamped)

Personally know ___ OR produced identification ___ Type of Identification _____

APPLICATION FOR VARIANCE

STATE SEPARATELY HOW EACH OF THE ABOVE (6) CRITERIA ARE FACTUALLY PRESENT IN YOUR VARIANCE REQUEST:

1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district.

The lot is a non-conforming lot. The lot area and lot width are significantly smaller than other lands in the same zoning district.

2. The special conditions and circumstances do not result from the actions of the applicant. The narrow lot width is not a result from the actions of the applicant

3. Granting the variance requested will not confer on the applicant any special privilege that is denied by Chapter 158 to other lands, buildings, or structures in the same zoning district. The current 25% lot coverage does not allow the applicant to meet the required minimum 1,600 first floor area. The 5% increase to the allowable building coverage will give the applicant coverage of 1,600 SF in order to meet the minimum first floor area required.

4. Literal interpretation of the provisions of Chapter 158 would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of Chapter 158 and would work unnecessary and undue hardship on the applicant.

Without a variance the Applicant is not allowed to develop the property as the required minimum first floor area is greater than 25% of the lot area.

5. The variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.

The 5% increase to the building coverage is a reasonable adjustment based on the existing lot conditions.

6. The grant of the variance will be in harmony with the general intent and purpose of Chapter 158, and the variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

The variance will allow the applicant to build a residence of the appropriate size with the neighborhood; as a result the proposed project will increase the quality and value of the neighborhood.

7. The 30% would be consistent with the lot coverage applied to most of the similarly sized north end lots, which are zoned R-6SF, and the increase in coverage for the house would still result in one of the smaller houses in the neighborhood.

FOR STAFF USE ONLY	
Application Fee: \$ 1000.00 deposit* _____	Receipt # _____
(Application fee will be deducted from deposit)	
Application and Plans Accepted By: _____	Date: _____
File Code/Number: _____	
<i>*Deposit required at time of formal submission</i>	

At the conclusion of your plan review by the Town, you will be billed for additional staff time, Town Attorney cost, cost of advertising, and any other miscellaneous costs incurred with the processing of your application(s). Costs will be deducted from initial deposit. If costs exceed the initial deposit, you will be billed for the remaining costs incurred; or you will be refunded the unused portion of the deposit.



NORTH SHORE RESIDENCE
 321 North Shore Rd.
 Longboat Key, FL 34228

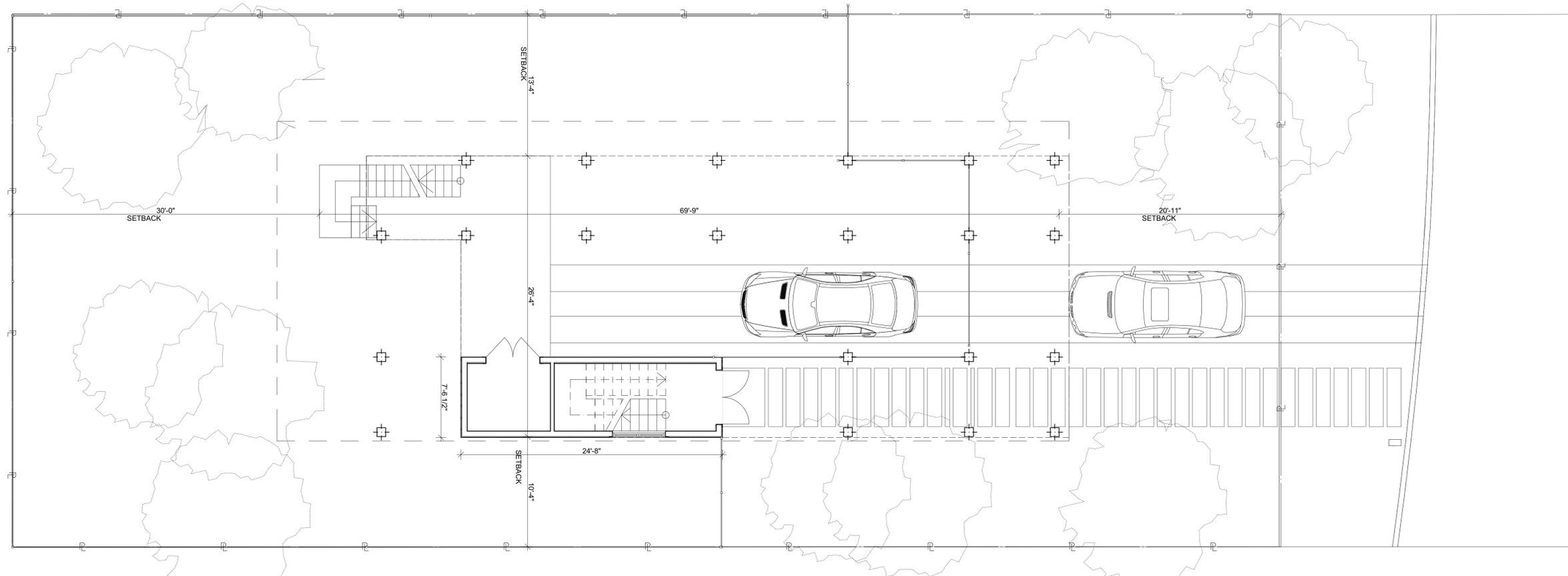
LUNARDI ARCHITECTURE LLC
 1855 UNIVERSITY PKWY 34243, SARASOTA FLORIDA
 Phone: 941.928.6953 Fax: 941.866.7613
 LEONARDO@LUNARDI.COM

NORTH SHORE RESIDENCE

REVISION	DATE	DESCRIPTION

COVER PAGE

A0.1
 3/15/2014



PROJECT INFORMATION

- 1) SITE LOCATION: 321 NORTH SHORE ROAD, LONGBOAT KEY FLORIDA
- 2) LEGAL DESCRIPTION: LOT 2 BLK 42 REV LONG BEACH P1#78144.0000/3
- 3) ZONING: R-3SF
 FLOOD ZONE: VE/12/N/0304 B/99
 REQUIRED FLOOD ELEVATION: 12'-0"
 REQUIRED FREEBOARD: 3'-0"
 TOP OF BOTTOM FLOOR RESIDENCE: 16'-6"
- 4) BUILDING AREA: ENTRY FOYER ON GRADE: 120 SF.
 FIRST FLOOR AC: 1,285 SF.
 SECOND FLOOR AC: 1,285 SF.

5) SETBACKS:	FRONT - NORTH REAR - SOUTH COMBINED SIDE * EAST SIDE WEST SIDE	REQUIRED 20'-0" MIN. 25'-0" MIN. 20'-0" MIN. 10'-0" MIN. 10'-0" MIN.	PROVIDED 20'-11" 30'-0" 23'-8" 10'-4" 13'-4"
6) LOT DIMENSIONS	LOT WIDTH LOT DEPTH LOT AREA 25% MAX BUILDING COVERAGE = ACTUAL BUILDING COVERAGE = BUILDING HEIGHT =	100'-0" MIN. 100'-0" MIN. 15,000 SF. MIN. 1,490 SQ.FT. - 25 % 1,740 SQ.FT. - 29.2 % 45'-0" MAX. (12' FEMA + 3' FREEBOARD + 30') 44'-6" PROVIDED	50'-0" 119'-2" 5,950 SF. 1,740 SQ.FT. - 29.2 % 45'-0" MAX. (12' FEMA + 3' FREEBOARD + 30') 44'-6" PROVIDED

* THE MINIMUM REQUIRED COMBINED SETBACK IN THIS ZONING DISTRICT IS 25 FEET. HOWEVER, SECTION 158.138(B)(1)(a)(1) ALLOWS 10 FEET PER SIDE FOR EXISTING LEGAL NON-COMFORMING LOTS

1 SITE PLAN
 A1.0 SCALE: 3/16" = 1'-0"

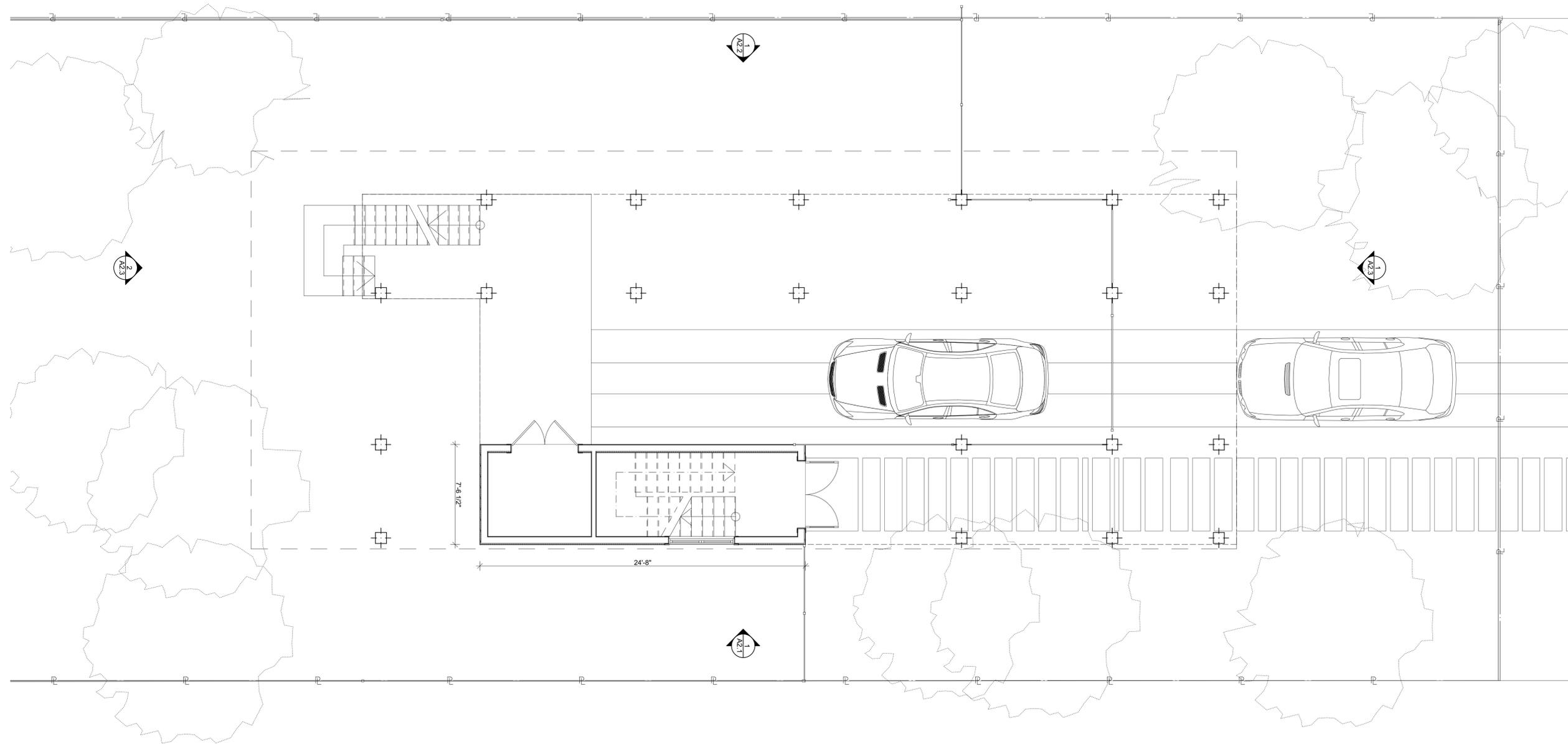
NORTH SHORE RESIDENCE
 321 North Shore Rd.
 Longboat Key, FL 34228

LUNARDI ARCHITECTURE LLC
 1855 UNIVERSITY PKWY 34243, SARASOTA FLORIDA
 Phone: 941.928.6953 Fax: 941.866.7613
 LEONARDO@LUNARDI.COM

REVISION	DATE	DESCRIPTION

SITE PLAN

A1.0
 3/15/2014



NORTH SHORE RESIDENCE
 321 North Shore Rd.
 Longboat Key, FL 34228

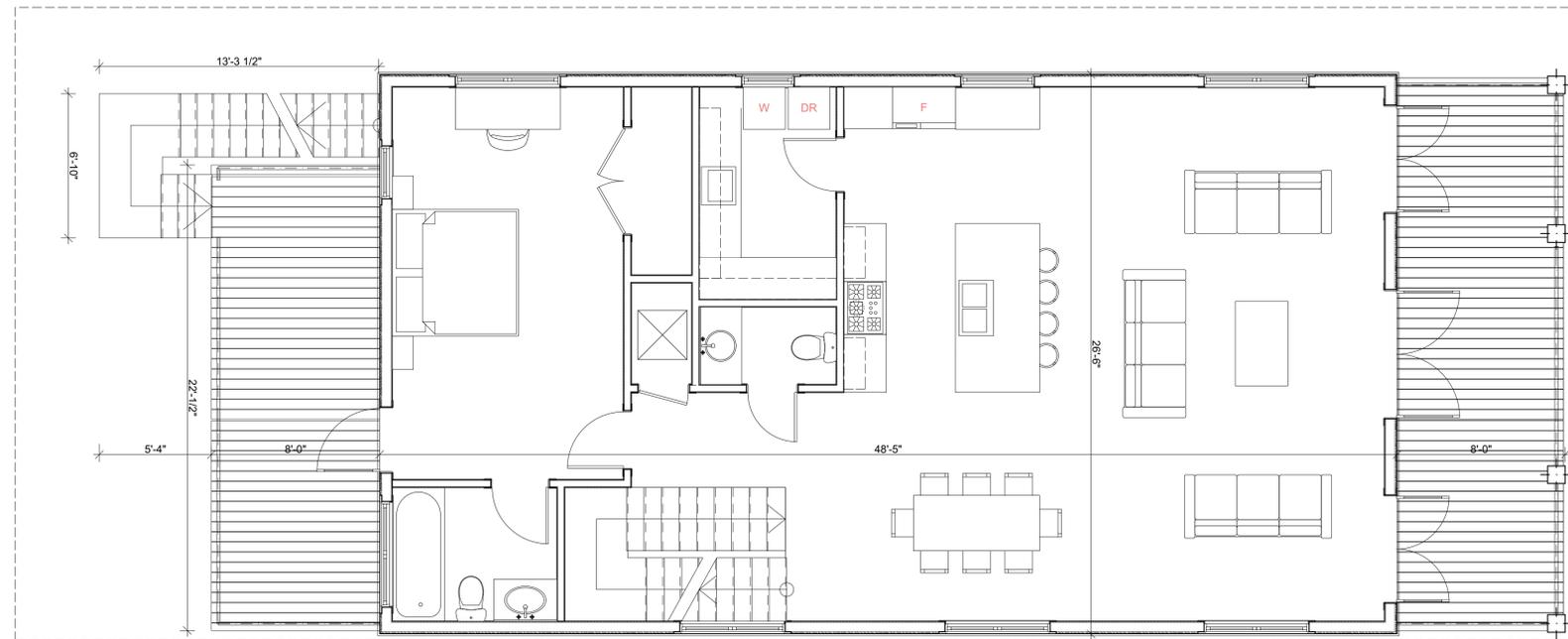
LUNARDI ARCHITECTURE LLC
 1855 UNIVERSITY PKWY 34243, SARASOTA FLORIDA
 Phone: 941.928.6953 Fax: 941.866.7613
 LEONARDO@LUNARDI.COM

REVISION	DATE	DESCRIPTION

GROUND FLOOR PLAN

1 GROUND FLOOR PLAN
 SCALE: 1/4" = 1'-0"

A1.1
 3/15/2014



NORTH SHORE RESIDENCE
 321 North Shore Rd.
 Longboat Key, FL 34228

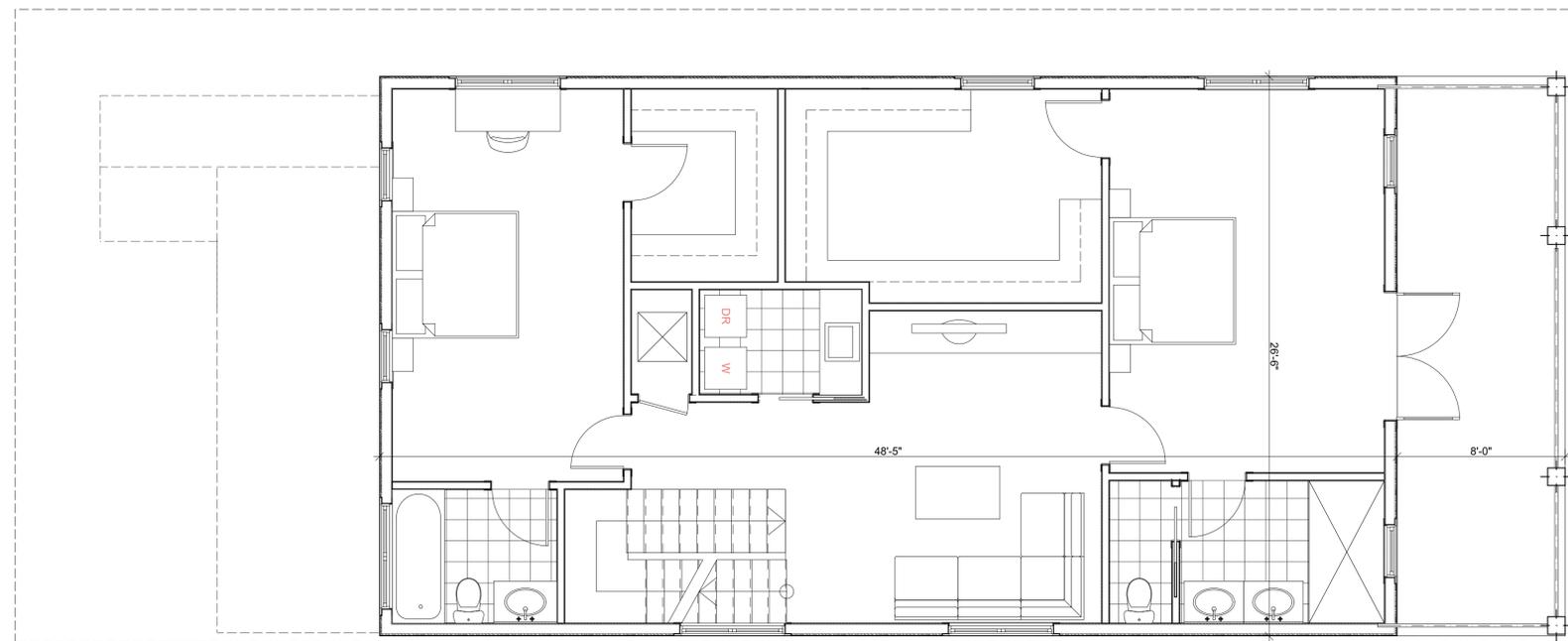
LUNARDI ARCHITECTURE LLC
 1855 UNIVERSITY PKWY 34243, SARASOTA FLORIDA
 Phone: 941.928.6953 Fax: 941.866.7613
 LEONARDO@LUNARDI.COM

REVISION	DATE	DESCRIPTION

FIRST FLOOR PLAN

1 FIRST FLOOR PLAN
 SCALE: 1/4" = 1'-0"

A1.2
 3/15/2014



NORTH SHORE RESIDENCE
 321 North Shore Rd.
 Longboat Key, FL 34228

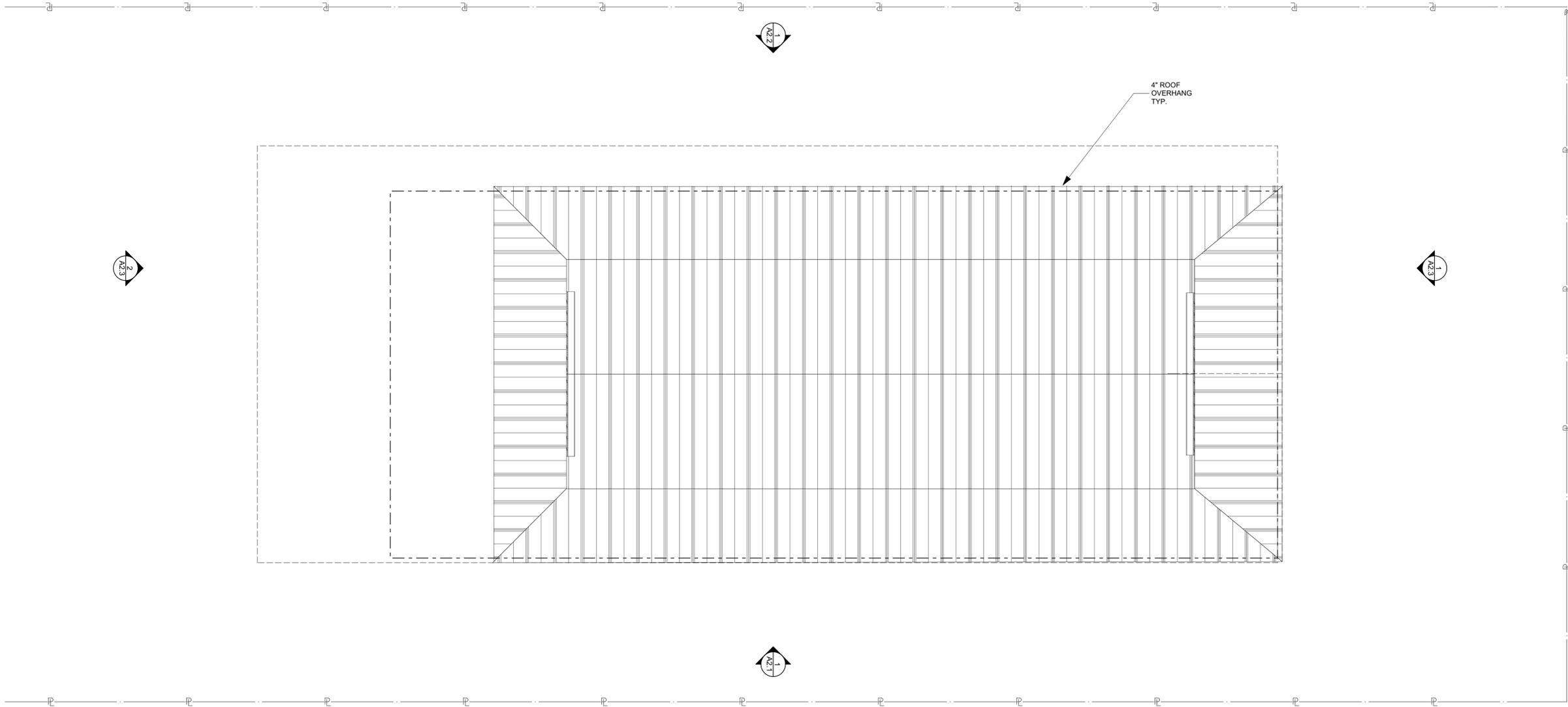
LUNARDI ARCHITECTURE LLC
 1855 UNIVERSITY PKWY 34243, SARASOTA FLORIDA
 Phone: 941.928.6953 Fax: 941.866.7613
 LEONARDO@LUNARDI.COM

REVISION	DATE	DESCRIPTION

SECOND FLOOR PLAN

1 SECOND FLOOR PLAN
 SCALE: 1/4" = 1'-0"

A1.3
 3/15/2014



NORTH SHORE RESIDENCE
 321 North Shore Rd.
 Longboat Key, FL 34228

LUNARDI ARCHITECTURE LLC
 1855 UNIVERSITY PKWY 34243, SARASOTA FLORIDA
 Phone: 941.928.6953 Fax: 941.866.7613
 LEONARDO@LUNARDI.COM

REVISION	DATE	DESCRIPTION

ROOF PLAN

1 ROOF PLAN
 SCALE: 1/4" = 1'-0"

A1.4
 3/15/2014



NORTH SHORE RESIDENCE
 321 North Shore Rd.
 Longboat Key, FL 34228

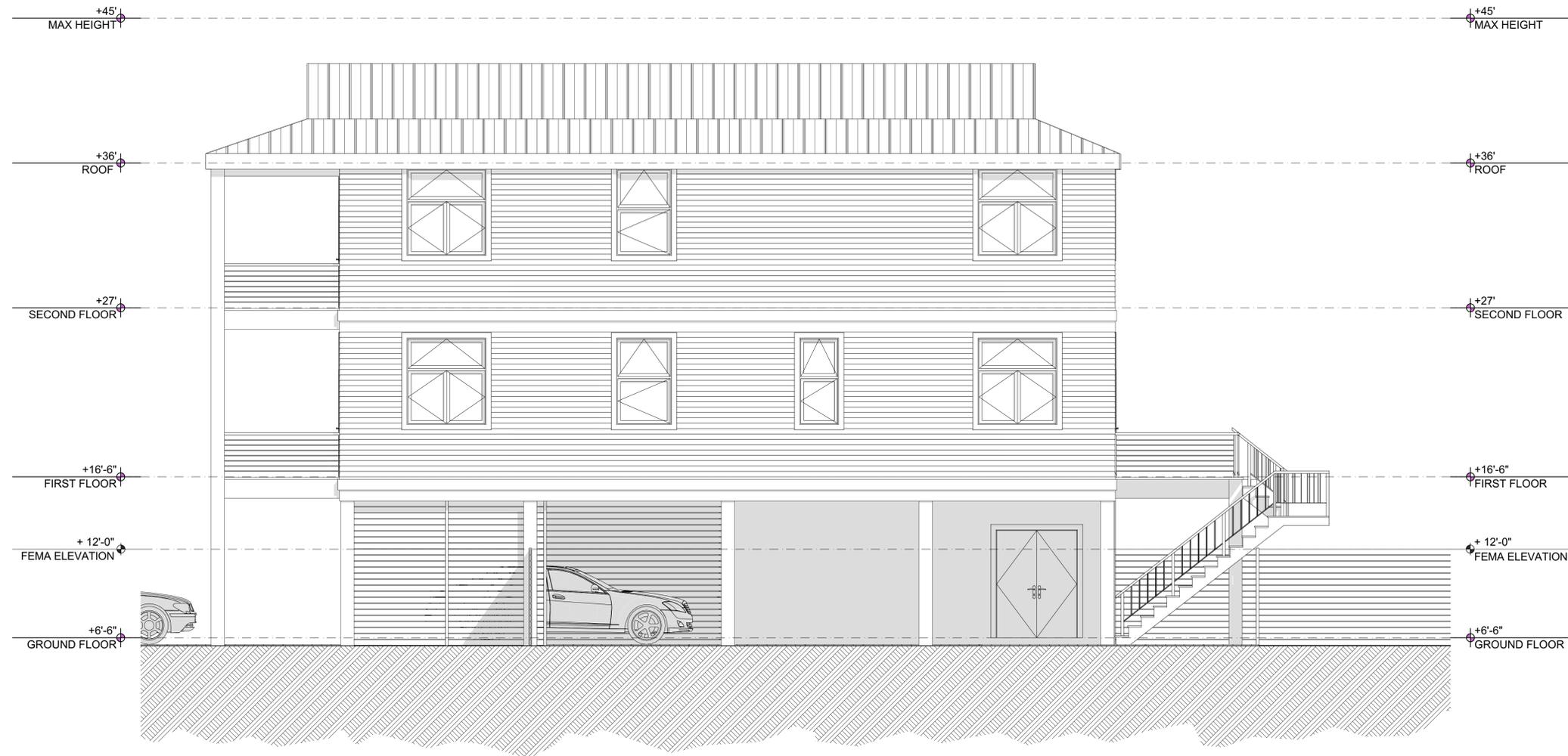
LUNARDI ARCHITECTURE LLC
 1855 UNIVERSITY PKWY 34243, SARASOTA FLORIDA
 Phone: 941.928.6953 Fax: 941.866.7613
 LEONARDO@LUNARDI.COM

REVISION	DATE	DESCRIPTION

BUILDING ELEVATIONS

1 NORTH ELEVATION
 A2.1 SCALE: 1/4" = 1'-0"

A2.1
 3/15/2014



NORTH SHORE RESIDENCE
 321 North Shore Rd.
 Longboat Key, FL 34228

LUNARDI ARCHITECTURE LLC
 1855 UNIVERSITY PKWY 34243, SARASOTA FLORIDA
 Phone: 941.928.6953 Fax: 941.866.7613
 LEONARDO@LUNARDI.COM

REVISION	DATE	DESCRIPTION

BUILDING ELEVATIONS

1 SOUTH ELEVATION
 A2.2 SCALE: 1/4" = 1'-0"

A2.2
 3/15/2014



NORTH SHORE RESIDENCE
 321 North Shore Rd.
 Longboat Key, FL 34228

LUNARDI ARCHITECTURE LLC
 1855 UNIVERSITY PKWY 34243, SARASOTA FLORIDA
 Phone: 941.928.6953 Fax: 941.866.7613
 LEONARDO@LUNARDI.COM

REVISION	DATE	DESCRIPTION

BUILDING ELEVATIONS

1 EAST ELEVATION
 A2.3 SCALE: 1/4" = 1'-0"

2 WEST ELEVATION
 A2.3 SCALE: 1/4" = 1'-0"

A2.3
 3/15/2014