

**FIRST AMENDMENT TO THE
HOTEL DENSITY RESERVE DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO THE HOTEL DENSITY RESERVE DEVELOPMENT AGREEMENT (“AMENDMENT”) is dated the ____ day of _____, 2019, and entered into by and between **DECADE SEA CAPTAIN, LLC**, a Florida limited liability company, successor in interest to Louis Development, LLC (“Developer”), its successors and assigns, and the **CITY OF CLEARWATER, FLORIDA**, a municipality of the State of Florida acting through its City Council, the governing body thereof (“City”).

WITNESSETH:

WHEREAS, Developer and the City entered into that certain Hotel Density Reserve Development Agreement dated October 17, 2014 (the “Development Agreement”) a full copy of which is attached hereto as **Exhibit 1** relating to that certain real property located at 40 Devon Drive, Clearwater, FL 33767 (the “Property”); and

WHEREAS, Developer and the City acknowledge and agree that a minor revision to the design of the Project which is the subject of the Development Agreement was approved by the Community Development Coordinator pursuant to Section 4-406(A) of the Community Development Code on September 24, 2018; and

WHEREAS, on or about June 3, 2019, Developer filed an application to develop a single family detached dwelling on the 0.172-acre portion of the property zoned Low Medium Density Residential (LMDR) District; and

WHEREAS, pursuant to the Developer’s application to develop a single family detached dwelling on the LMDR portion of the property, the parties desire to amend the Development Agreement as set forth herein;

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and the City agree as follows:

RECITALS:

1. The recitals listed above are true and correct and incorporated herein by reference.

AMENDMENT TO DEVELOPMENT AGREEMENT:

2. Amendment of Exhibit “A”. Exhibit “A” to the Development Agreement is hereby deleted and Amended Exhibit “A” attached hereto is substituted in lieu thereof.
3. Amendment of Exhibit “B”. Exhibit “B” to the Development Agreement is hereby deleted and Amended Exhibit “B” attached hereto is substituted in lieu thereof.

4. Section 4.1 is amended to read as follows: The Project shall consist of 98 overnight accommodation units and one dwelling unit. Of the 98 overnight accommodation units, 66 shall be from the Hotel Density Reserve. All of the overnight accommodation units shall be located on the portion of the property within the Tourist (T) District. The single dwelling unit shall be located in a single detached dwelling located within the Low Medium Density Residential (LMDR) District with access provided from the portion of the property within the T District.

5. Section 4.4 is amended to read as follows: The density of the Project within the Tourist (T) District portion of the site shall be 149 units per acre. In no instance shall the density of a parcel of land exceed 150 units per acre. The height of the Project shall be 77 feet measured from Base Flood Elevation with an additional 22 feet for mechanical equipment, as defined in the Code. The maximum building heights of various character districts cannot be increased to accommodate hotel rooms allocated from the Hotel Density Reserve.

6. Section 4.5 is added as follows: The density of the Project within the Low Medium Density Residential (LMDR) District portion of the site shall not exceed 7.5 units per acre and shall not exceed one dwelling unit. The height of the detached dwelling shall not exceed 30 feet as measured from Base Flood Elevation, as defined in the Code. The maximum building height may not be increased. The detached dwelling shall not include rentals for periods of less than 31 days or one calendar month, whichever is less, or which is advertised or held out to the public as a place rented for periods of less than 31 days or one calendar month, whichever is less. Pursuant to the Community Development Code.

7. 6.1.7 is amended as follows: No unit located on the portion of the site within the Tourist (T) District shall have a complete kitchen facility as that term is used in the definition of “dwelling unit” in the Code.”

8. No Further Changes. Except as set forth herein there are no further changes, amendments or modifications to the Development Agreement.

Developer:

DECADE SEA CAPTAIN, LLC

By: _____
 Jeffrey Keierleber, Managing Member

Print Name: _____

Print Name: _____
 As to “Developer”

City:

CITY OF CLEARWATER, FLORIDA

Print Name: _____

By: _____
William B. Horne II,
City Manager

Print Name: _____
As to "City"

Attest:

Rosemarie Call, City Clerk

Countersigned:

George N. Cretekos, Mayor

Approved as to Form:

Mike Fuino
Assistant City Attorney