

**Original Hotel Development Agreement  
Exhibit 1 to Resolution 19-23**

## HOTEL DENSITY RESERVE DEVELOPMENT AGREEMENT

THIS HOTEL DENSITY RESERVE DEVELOPMENT AGREEMENT ("Agreement") is dated the 24<sup>th</sup> day of September, 2014, and entered into between **ALANIK PROPERTIES, LLC, ANCO HOLDINGS, LLC, and NIKANA HOLDINGS, LLC** (collectively "Developer"), its successors and assigns, and the **CITY OF CLEARWATER, FLORIDA**, a municipal corporation of the State of Florida acting through its City Council, the governing body thereof ("City").

### **RECITALS:**

WHEREAS, one of the major elements of the City's revitalization effort is a special area plan for the revitalization of Clearwater Beach adopted under the provisions of the Florida Growth Management Act, Florida Statutes Chapter 163, Part II, and entitled Beach by Design; and

WHEREAS, Florida Statutes Sections 163.3220 - 163.3243, the Florida Local Government Development Agreement Act ("Act"), authorize the City to enter into binding development agreements with persons having a legal or equitable interest in real property located within the corporate limits of the City; and

WHEREAS, under Section 163.3223 of the Act, the City has adopted Section 4-606 of the City of Clearwater Community Development Code ("Code"), establishing procedures and requirements to consider and enter into development agreements; and

WHEREAS, Beach by Design proposed the development of hotel units to equalize development opportunities on the beach and ensure Clearwater Beach remains a quality, family resort community, and further provided for a limited pool of additional hotel units ("Hotel Density Reserve") to be made available for such mid-sized hotel projects; and

WHEREAS, the Developer owns 1.994 acres of real property ("Property") in the corporate limits of the City, more particularly described on Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the Developer desires to develop the Property by demolishing existing hotel rooms and other uses in order to construct two hundred and twenty-seven (227) overnight accommodation units, meeting space for guest use, pool, new lobby and parking with 272 parking spaces, generally conforming to the architectural elevation dimensions shown in composite Exhibit "B" (collectively the "Project"); and

WHEREAS, the Property has not previously acquired density from the Destination Resort Density Pool; and

WHEREAS, upon completion the planned resort will contain 227 overnight accommodation units, which includes 100 units from the available Hotel Density Reserve ("Reserve Units"); and

KEN BURKE, CLERK OF COURT  
AND COMPTROLLER PINELLAS COUNTY, FL  
INST# 2014271635 09/30/2014 at 02:13 PM  
OFF REC BK: 18541 PG: 1887-1928  
DocType:AGM RECORDING: \$358.50

WHEREAS, the City has conducted such public hearings as are required by and in accordance with Florida Statutes Section 163.3225, Code Sections 4-206 and 4-606, and any other applicable law; and

WHEREAS, the City has determined that, as of the date of this Agreement, the proposed project is consistent with the City's Comprehensive Plan and Land Development Regulations; and

WHEREAS, at a duly noticed and convened public meeting on September 18, 2014, the City Council approved this Agreement and authorized and directed its execution by the appropriate officials of the City; and

WHEREAS, approval of this Agreement is in the interests of the City in furtherance of the City's goals of enhancing the viability of the resort community and in furtherance of the objectives of Beach by Design; and

WHEREAS, Developer has approved this Agreement and has duly authorized certain individuals to execute this Agreement on Developer's behalf.

#### **STATEMENT OF AGREEMENT**

In consideration of and in reliance upon the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound and in accordance with the Act and Code, agree as follows:

**SECTION 1. Recitals.** The above recitals are true and correct and are a part of this Agreement.

**SECTION 2. Incorporation of the Act.** This Agreement is entered into in compliance with and under the authority of the Code and the Act, the terms of which as of the date of this Agreement are incorporated herein by this reference and made a part of this Agreement. Words used in this Agreement without definition that are defined in the Act shall have the same meaning in this Agreement as in the Act.

**SECTION 3. Property Subject to this Agreement.** The Property described in Exhibit "A" is subject to this Agreement ("Property").

3.1 The Property currently has a land use designation of Resort Facilities High and is zoned Tourist (T).

3.2. The Property is owned in fee simple or under contract to be owned in fee simple by the Developer.

3.3 The Property is generally located at 401, 411, and 421 South Gulfview Blvd., Clearwater, FL 33767, as further described in Exhibit "A".

**SECTION 4. Scope of Project.**

4.1 The Project shall consist of 227 overnight accommodation units. Of the 227 overnight accommodation units, 100 units shall be from the Hotel Density Reserve.

4.2 The Project shall include a minimum of 272 parking spaces, as defined in the Code.

4.3 The design of the Project, as represented in Exhibit "B", is consistent with Beach by Design.

4.4 The density of the Project shall be 114 units per acre. In no instance shall the density of a parcel of land exceed 117 units per acre. The height of the Project shall be 137'-10" feet measured from Base Flood Elevation, as defined in the Code. The maximum building heights of the various character districts cannot be increased to accommodate hotel rooms allocated from the Hotel Density Reserve.

**SECTION 5. Effective Date/Duration of this Agreement.**

5.1 This Agreement shall not be effective until this Agreement is properly recorded in the public records of Pinellas County, Florida pursuant to Florida Statutes Section 163.3239 and Code Section 4-606.

5.2 Within fourteen (14) days after the City approves the execution of this Agreement, the City shall record the Agreement with the Clerk of the Circuit Court for Pinellas County. The Developer shall pay the cost of such recording. The City shall submit to the Department of Economic Opportunity a copy of the recorded Agreement within fourteen (14) days after the Agreement is recorded.

5.3 This Agreement shall continue in effect for ten (10) years unless earlier terminated as set forth herein.

**SECTION 6. Obligations under this Agreement.**

6.1 Obligations of the Developer:

6.1.1 The obligations under this Agreement shall be binding upon and the benefits of this Agreement shall inure to the Developer, its successors in interests or assigns.

6.1.2 At the time of development of the Property, the Developer will submit such applications and documentation as are required by law and shall comply with the Code applicable at the time of building permit review.

6.1.3 The following restrictions shall apply to development of the Property:

6.1.3.1 To retain the grant of Reserve Units provided for herein, the Property and improvements located thereon shall be developed in substantial conformance with the Conceptual Site Plan attached as Exhibit "B". Any modifications determined by the Planning Director as either inconsistent with attached Exhibit "B" or constituting a substantial deviation from attached Exhibit "B" shall require an amendment to this Agreement in accordance with the procedures of the Act and the Code, as necessary and applicable. Any and all such approved and adopted amendments shall be recorded in the public records of Pinellas County, Florida.

6.1.3.2 The Developer shall obtain appropriate site plan approval pursuant to a Level One or Level Two development application within one (1) year from the effective date of this Agreement in accordance with the provisions of the Code, and shall then obtain appropriate permits and certificates of occupancy in accordance with the provisions of the Code. Nothing herein shall restrict Developer from seeking an extension of site plan approval or other development orders pursuant to the Code or state law. In the event that work is not commenced pursuant to issued permits, or certificates of occupancy are not timely issued, the City may deny future development approvals and/or certificates of occupancy for the Project, and may terminate this Agreement in accordance with Section 10.

6.1.3.3 The Developer shall execute, prior to commencement of construction, a mandatory evacuation/closure covenant, substantially in the form of Exhibit "C", stating that the accommodation use will close as soon as practicable after a hurricane watch that includes Clearwater Beach is posted by the National Hurricane Center.

6.1.4 Covenant of Unified Use. Prior to the issuance of the first building permit for the Project, the Developer hereby agrees to execute the covenant of unified use and development for the Project Site providing that the Project Site shall be developed and used as a single project, the form of which covenant is attached as Exhibit "D"; provided however, that nothing shall preclude the Developer from selling all or a portion of the Developer's Property in the event that Developer determines not to construct the Project. It is understood and agreed that, in the event that the Developer enters into the anticipated covenant of unified use and development, and the Developer elects not to construct the Project and notifies the City of its election in writing, and, alternatively, as of the date of expiration, termination or revocation no rights of Developer remain or will be exercised to incorporate the Hotel Density Reserve Units into the Project, the City shall execute and deliver to the Developer a termination of such covenant of unified use and development suitable for recording in the Public Records of Pinellas County, Florida.

6.1.5 Return of Units to Reserve Pool. Any Reserve Units granted to Developer not timely constructed in conjunction with the Project shall be returned to the Hotel Density Reserve and be unavailable to Developer for use on the Project.

6.1.6 Transient Use. A reservation system shall be required as an integral part of the hotel use. There shall be a lobby/front desk area that must be operated as a typical lobby/front desk area for a hotel would be operated. Access to all units must be provided through a lobby and internal corridor. All units shall be available to the public for overnight transient hotel occupancy at all times through the required hotel reservation system. Occupancy in the hotel is limited to a term of less than one (1) month or thirty-one (31) consecutive days, whichever is less. No unit in the hotel shall be used as a primary or permanent residence.

6.1.7 No Full Kitchens. No unit shall have a complete kitchen facility as that term is used in the definition of “dwelling unit” in the Code.

6.1.8 Inspection of Records. Developer shall make available for inspection to authorized representatives of the City its books and records pertaining to each Hotel Density Reserve unit upon reasonable notice to confirm compliance with these regulations as allowed by general law.

6.1.9 Compliance with Design Guidelines. The Developer agrees to comply with the Design Guidelines as set forth in Section VII of Beach by Design.

6.1.10 Limitation on Amplified Music. Developer agrees that there shall be no outdoor amplified music at the Hotel after 11:00 p.m. on Sunday through Thursday, or after 12:00 midnight on Friday and Saturday.

## 6.2 Obligations of the City.

6.2.1 The City shall promptly process site and construction plan applications for the Property that are consistent with the Comprehensive Plan and the Concept Plan and that meet the requirements of the Code.

6.2.2 The final effectiveness of the applications referenced in Section 6.2.1 is subject to:

6.2.2.1 The provisions of Chapters 163 and 166, Florida Statutes, as they may govern such amendments; and

6.2.2.2 The expiration of any appeal periods or, if an appeal is filed, at the conclusion of such appeal.

6.2.3 Upon adoption of this Agreement, the Project shall receive 100 units from the Hotel Density Reserve as defined in Beach by Design, contingent upon the provisions of Section 6.1.5.

**SECTION 7. Public Facilities to Service Development.** The following public facilities are presently available to the Property from the sources indicated below. Development of the Property will be governed by the concurrency ordinance provisions applicable at the time of development approval. The requirements for concurrency as set forth in Article 4, Division 9, of the Code, have been satisfied.

7.1 Potable water is available from the City. The Developer shall be responsible for all necessary main extensions and applicable connection fees.

7.2 Sewer service is currently provided by the City. The Developer shall be responsible for all necessary main extensions and applicable connection fees.

7.3 Fire protection from the City.

7.4 Drainage facilities for the Property will be provided by the Developer at the Developer's sole expense.

7.5 The Project shall comply with the Metropolitan Planning Organization's [MPO] or its successor's countywide approach to the application of concurrency management for transportation facilities, and the transportation analysis conducted for the Project shall include the following:

- Recognition of standard data sources as established by the MPO;
- Identification of level of service (LOS) standards for state and county roads as established by the MPO;
- Utilization of proportional fair-share requirements consistent with Florida Statutes and the MPO model ordinance;
- Utilization of the MPO Traffic Impact Study Methodology; and
- Recognition of the MPO designation of "Constrained Facilities" as set forth in the most current MPO Annual Level of Service Report.

7.6 All improvements associated with the public facilities identified in Subsections 7.1 through 7.5 shall be completed prior to the issuance of any certificate of occupancy.

7.7 Developer agrees to provide a cashier's check, a payment and performance bond, or letter of credit in the amount of 115% of the estimated costs of the public facilities and services, to be deposited with the City to secure construction of any new public facilities and services required to be constructed by this Agreement. Such construction shall be completed prior to issuance of a Certificate of Occupancy for the Project.

**SECTION 8. Required Local Government Approvals.** The required local government development approvals for development of the Property include, without limitation, the following:

8.1 Site plan approval(s) and associated utility licenses, access, and right-of-way utilization permits;

8.2 Construction plan approval(s);

8.3 Building permit(s);

8.4 Certificate(s) of occupancy; and

**SECTION 9. Finding of Consistency.** The City finds that development of the Property is consistent with the terms this Agreement is consistent with the City Comprehensive Plan and the Code.

**SECTION 10. Termination.** If the Developer's obligations set forth in this Agreement are not followed in a timely manner, as reasonably determined by the City Manager, after notice to the Developer and an opportunity to be heard, existing permits shall be administratively suspended and issuance of new permits suspended until the Developer has fulfilled its obligations. Failure to timely fulfill its obligations may serve as a basis for termination of this Agreement by the City, at the discretion of the City and after notice to the Developer and an opportunity for the Developer to be heard.

**SECTION 11. Other Terms and Conditions.** Except in the case of termination, until ten (10) years after the date of this Agreement, the City may apply laws and policies adopted subsequently to the Effective Date of this Agreement if the City has held a public hearing and determined:

- (a) They are not in conflict with the laws and policies governing the Agreement and do not prevent development of the land uses, intensities, or densities in the Agreement;
- (b) They are essential to the public health, safety, or welfare, and expressly state that they shall apply to a development that is subject to a development agreement;
- (c) They are specifically anticipated and provided for in this Agreement;
- (d) The City demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement;  
or
- (e) This Agreement is based on substantially inaccurate information provided by the Developer

**SECTION 12. Compliance with Law.** The failure of this Agreement to address any particular permit, condition, term or restriction shall not relieve the Developer from the necessity of complying with the law governing such permitting requirements, conditions, terms or restrictions.



**SECTION 13. Notices.** Notices and communications required or desired to be given under this Agreement shall be given to the parties by hand delivery, by nationally recognized overnight courier service such as Federal Express, or by certified mail, return receipt requested, addressed as follows (copies as provided below shall be required for proper notice to be given):

If to the Developer: Alanik Properties, LLC  
421 S. Gulfview Blvd.  
Clearwater, FL 33767

With Copy to: Brian J. Aungst, Jr.  
Macfarlane Ferguson & McMullen, P.A.  
625 Court Street  
Clearwater, FL 33756

If to City: City of Clearwater  
ATTN: City Manager  
112 South Osceola Avenue  
Clearwater, FL 33756

Properly addressed, postage prepaid, notices or communications shall be deemed delivered and received on the day of hand delivery, the next business day after deposit with an overnight courier service for next day delivery, or on the third (3<sup>rd</sup>) day following deposit in the United States mail, certified mail, return receipt requested. The parties may change the addresses set forth above (including the addition of a mortgagee to receive copies of all notices), by notice in accordance with this Section.

**SECTION 14. Assignments.**

14.1 By the Developer:

14.1.1 Prior to the Commencement Date, the Developer may sell, convey, assign or otherwise dispose of any or all of its right, title, interest and obligations in and to the Project, or any part thereof, only with the prior written notice to the City, provided that such party (hereinafter referred to as the "assignee"), to the extent of the sale, conveyance, assignment or other disposition by the Developer to the assignee, shall be bound by the terms of this Agreement the same as the Developer for such part of the Project as is subject to such sale, conveyance, assignment or other disposition.

14.1.2 If the assignee of the Developer's right, title, interest and obligations in and to the Project, or any part thereof assumes all of the Developer's obligations hereunder for the Project, or that part subject to such sale, conveyance, assignment or other disposition, then the Developer shall be released from all such obligations hereunder which have been so assumed by the assignee, and the City

agrees to execute an instrument evidencing such release, which shall be in recordable form.

14.1.3 An assignment of the Project, or any part thereof, by the Developer to any corporation, limited partnership, limited liability company, general partnership, or joint venture, in which the Developer (or an entity under common control with Developer) has either the controlling interest or through a joint venture or other arrangement shares equal management rights and maintains such controlling interest or equal management rights shall not be deemed an assignment or transfer subject to any restriction on or approvals of assignments or transfers imposed by this Agreement, provided, however, that notice of such assignment shall be given by the Developer to the City not less than thirty (30) days prior to such assignment being effective and the assignee shall be bound by the terms of this Agreement to the same extent as would the Developer in the absence of such assignment.

14.1.4 No assignee, purchaser, sublessee or acquirer of all or any part of the Developer's rights and obligations with respect to any one Parcel shall in any way be obligated or responsible for any of the Developer's obligations with respect to any other Parcel by virtue of this Agreement unless and until such assignee, purchaser, sublessee or acquire has expressly assumed the Developer's such other obligations.

14.2 Successors and Assigns. The terms herein contained shall bind and inure to the benefit of the City, and its successors and assigns, and the Developer and, as applicable to the parties comprising Developer, their personal representatives, trustees, heirs, successors and assigns, except as may otherwise be specifically provided herein.

**SECTION 15. Minor Non-Compliance**. The Developer will not be deemed to have failed to comply with the terms of this Agreement in the event such noncompliance, in the judgment of the City Manager, reasonably exercised, is of a minor or inconsequential nature.

**SECTION 16. Covenant of Cooperation**. The parties shall cooperate with and deal with each other in good faith and assist each other in the performance of the provisions of this Agreement and in achieving the completion of development of the Property.

**SECTION 17. Approvals**. Whenever an approval or consent is required under or contemplated by this Agreement such approval or consent shall not be unreasonably withheld, delayed or conditioned. All such approvals and consents shall be requested and granted in writing.

**SECTION 18. Completion of Agreement**. Upon the completion of performance of this Agreement or its revocation or termination, a statement evidencing such completion, revocation or termination shall be signed by the parties hereto and recorded in the official records of the City.

**SECTION 19. Entire Agreement.** This Agreement (including any and all Exhibits attached hereto all of which are a part of this Agreement to the same extent as if such Exhibits were set forth in full in the body of this Agreement), constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof.

**SECTION 20. Construction.** The titles, captions and section numbers in this Agreement are inserted for convenient reference only and do not define or limit the scope or intent and should not be used in the interpretation of any section, subsection or provision of this Agreement. Whenever the context requires or permits, the singular shall include the plural, and plural shall include the singular and any reference in this Agreement to the Developer includes the Developer's successors or assigns. This Agreement was the production of negotiations between representatives for the City and the Developer and the language of the Agreement should be given its plain and ordinary meaning and should not be strictly construed against any party hereto based upon draftsmanship. If any term or provision of this Agreement is susceptible to more than one interpretation, one or more of which render it valid and enforceable, and one or more of which would render it invalid or unenforceable, such term or provision shall be construed in a manner that would render it valid and enforceable.

**SECTION 21. Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance is declared invalid or unenforceable, the remainder of this Agreement, including any valid portion of the invalid term or provision and the application of such invalid term or provision to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall with the remainder of this Agreement continue unmodified and in full force and effect. Notwithstanding the foregoing, if such responsibilities of any party hereto, to the extent that the purpose of this Agreement or the benefits sought to be received hereunder are frustrated, such party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other parties.

**SECTION 22. Code Amendments.** Subsequently adopted ordinances and codes of the City which are of general application not governing the development of land shall be applicable to the Property, and such modifications are specifically anticipated in this Agreement.

**SECTION 23. Governing Law.** This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida.

**SECTION 24. Counterparts.** This Agreement may be executed in counterparts, all of which together shall continue one and the same instrument.

**SECTION 25. Amendment.** This Agreement may be amended by mutual written consent of the City and the Developer so long as the amendment meets the requirements of the Act, applicable City ordinances, and Florida law.


IN WITNESS WHEREOF, the parties have hereto executed this Agreement the date and year first above written.


IN WITNESS WHEREOF, Developer has caused this Agreement to be executed this September 24 day of   , 2014.

In the Presence of:

Alanik Properties, LLC., Anco Holdings, LLC, and Nikana Holdings, LLC

  
Print Name Dare Miller

By:   
Martin R. Cole

  
Print Name RICHARD SNYDER  
As to "Developer"

CITY OF CLEARWATER, FLORIDA

By: William B. Home II  
William B Home II,  
City Manager

Attest:

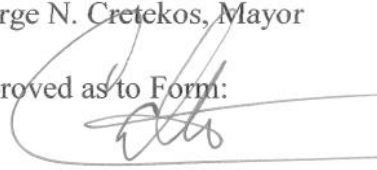
Rosemarie Call  
Rosemarie Call, CMC, City Clerk



Countersigned:

-george n cretekos  
George N. Cretekos, Mayor

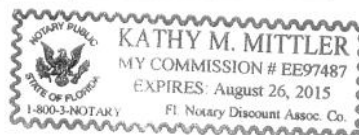
Approved as to Form:

  
Camilo A. Soto  
Assistant City Attorney

STATE OF FLORIDA  
COUNTY OF PINELLAS

Sept The foregoing Declaration was acknowledged before me this 11 day of Sept, 2014, by Martin R. Cole, on behalf of Alanik Properties, LLC, Anco Holdings, LLC, and Nikana Holdings, LLC. He is [ ] personally known to me or has [ ] produced as identification.

Kathy Mittler  
Print Name: KATHY MITTLER  
Notary Public – State of Florida  
My Commission Expires: \_\_\_\_\_



**SCHEDULE "A"**  
**PROJECT LEGAL DESCRIPTION**

PARCEL 1:

LOT 75 LESS THE NORTH 10 FEET THEREOF AND ALL OF LOTS 76 AND 77; THAT PART OF LOT 123 OF LLOYD-WHITE-SKINNER SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGES 12 AND 13, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 123 AND RUNNING THENCE ALONG ITS EASTERLY BOUNDARY, 25 FEET; THENCE WESTERLY IN A STRAIGHT LINE TO A POINT IN THE WESTERLY BOUNDARY OF SAID LOT, WHICH IS MIDWAY BETWEEN ITS NORTHWEST AND SOUTHWEST CORNERS; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT, 25 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT; THENCE EASTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID LOT TO THE POINT OF BEGINNING.

AND

LOTS 124, 125, 126 AND 127, LLOYD-WHITE-SKINNER SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGES 12 AND 13, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THAT PART OF LOT 127 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT AND RUNNING EASTERLY 3 FEET ALONG THE NORTH BOUNDARY; THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH ALONG THE WESTERLY BOUNDARY TO THE POINT OF BEGINNING.

AND

LOTS 128 AND 129, LLOYD-WHITE-SKINNER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGES 12 AND 13, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PARCEL 2:

LOTS 72, 73, 121, 122 AND THE NORTH ONE-HALF OF LOT 123, LLOYD-WHITE-SKINNER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGES 12 AND 13, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PARCEL 3:

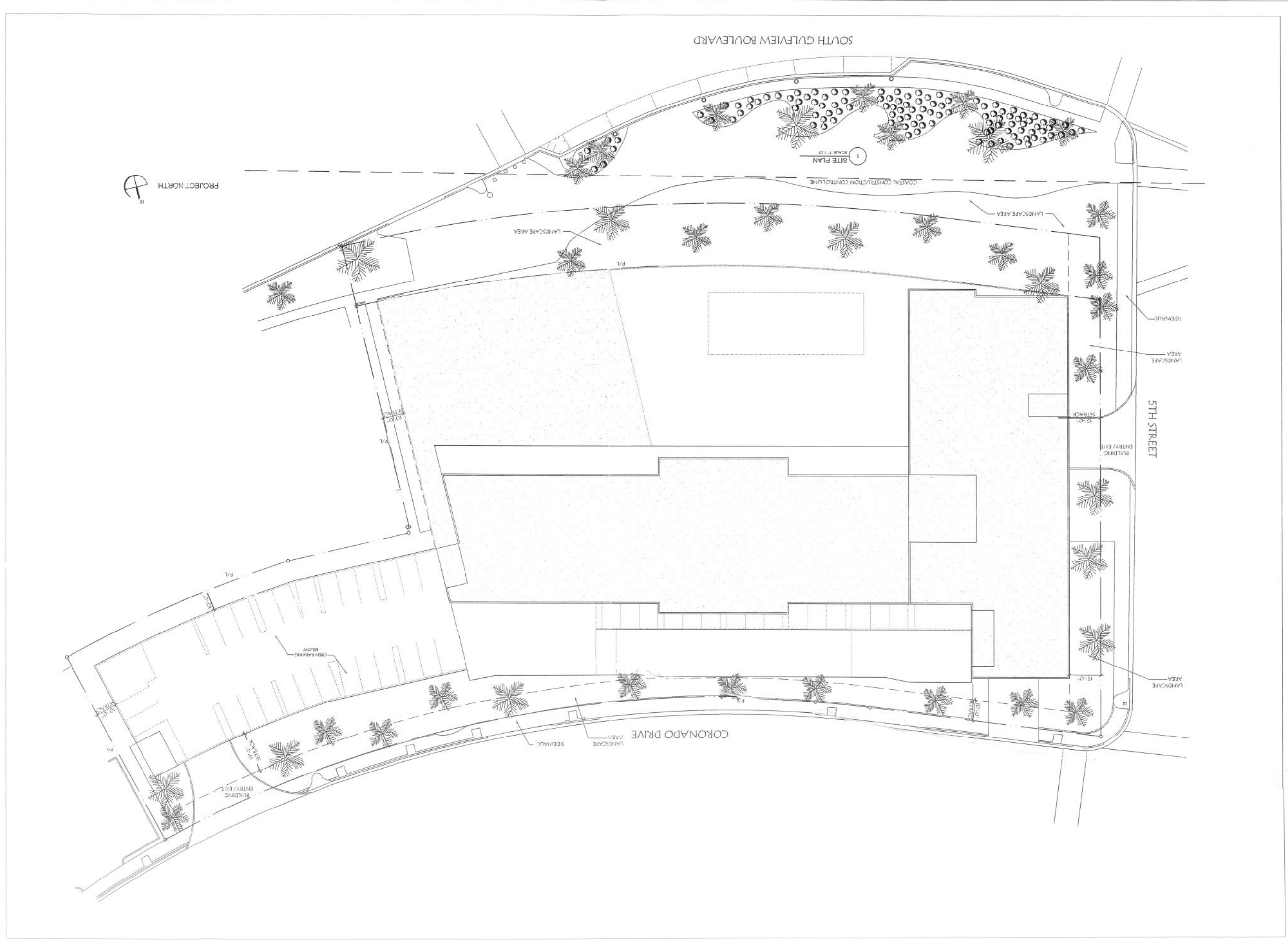
LOT 74 AND THE NORTH 10 FEET OF LOT 75, LLOYD-WHITE-SKINNER  
SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN  
PLAT BOOK 13, PAGES 12 AND 13, OF THE PUBLIC RECORDS OF  
PINELLAS COUNTY, FLORIDA.

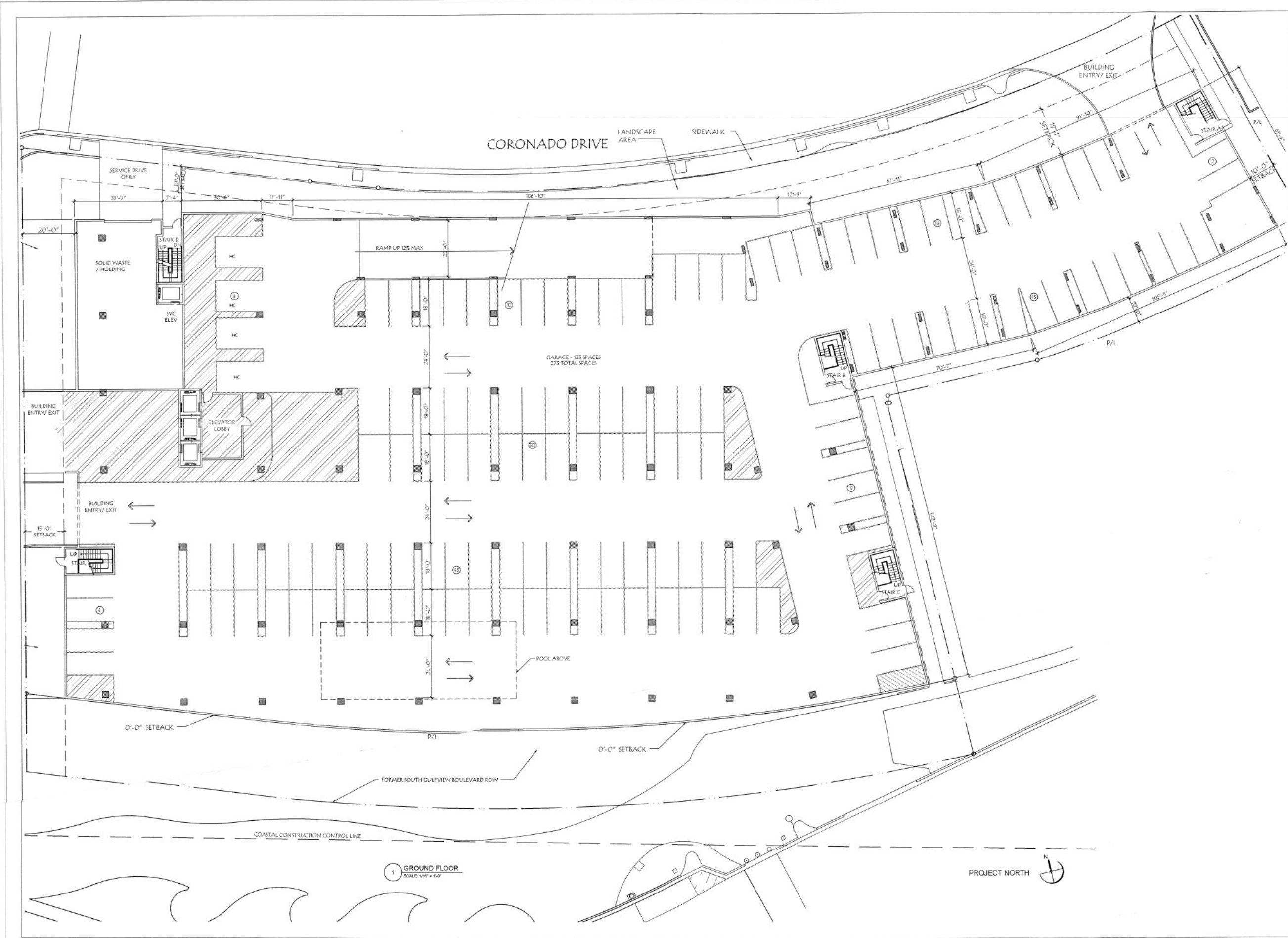
TOTAL COMBINED SITE AREA CONTAINS 86,880 SQUARE FEET OR 1.99  
ACRES, MORE OR LESS.

## **Exhibit "B"**

**Survey, Conceptual Site Plan, and Architectural Drawings**







1 GROUND FLOOR  
SCALE 1/8" = 1'-0"

PROJECT NORTH 

**behar  
peteranecz**

AA26001274  
CLEARWATER  
500 Rogers Street, 53708  
1.787.478.3078 | 1.727.478.0074

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ISTVAN L. PETERANECZ  
AR#4533  
FLORIDA

PROJECT TITLE:  
**ALANIK  
HOTEL**  
401, 411, 421 S. GULFVIEW BLVD.  
CLEARWATER, FL

ISSUED DRAWING LOG:

DATE	ITEM

PROJECT NO:  
**COL14.01**

DRAWING TITLE:  
**GROUND LEVEL**

ISSUE DATE:  
**2013.06.27**

SHEET:  
**A2\_1**

HDA APPLICATION

A2-2

SHEET:

2013.06.27

ISSUE DATE:

LEVEL 2

DRAWING TITLE:

COL14.01

PROJECT NO.:

DATE	BY	DESCRIPTION

ISSUED DRAWING LOG:

PROJECT TITLE:

**ALANIK HOTEL**  
 401, 411, 421 S. GULFVIEW BLVD.  
 CLEARWATER, FL

PROJECT TITLE:

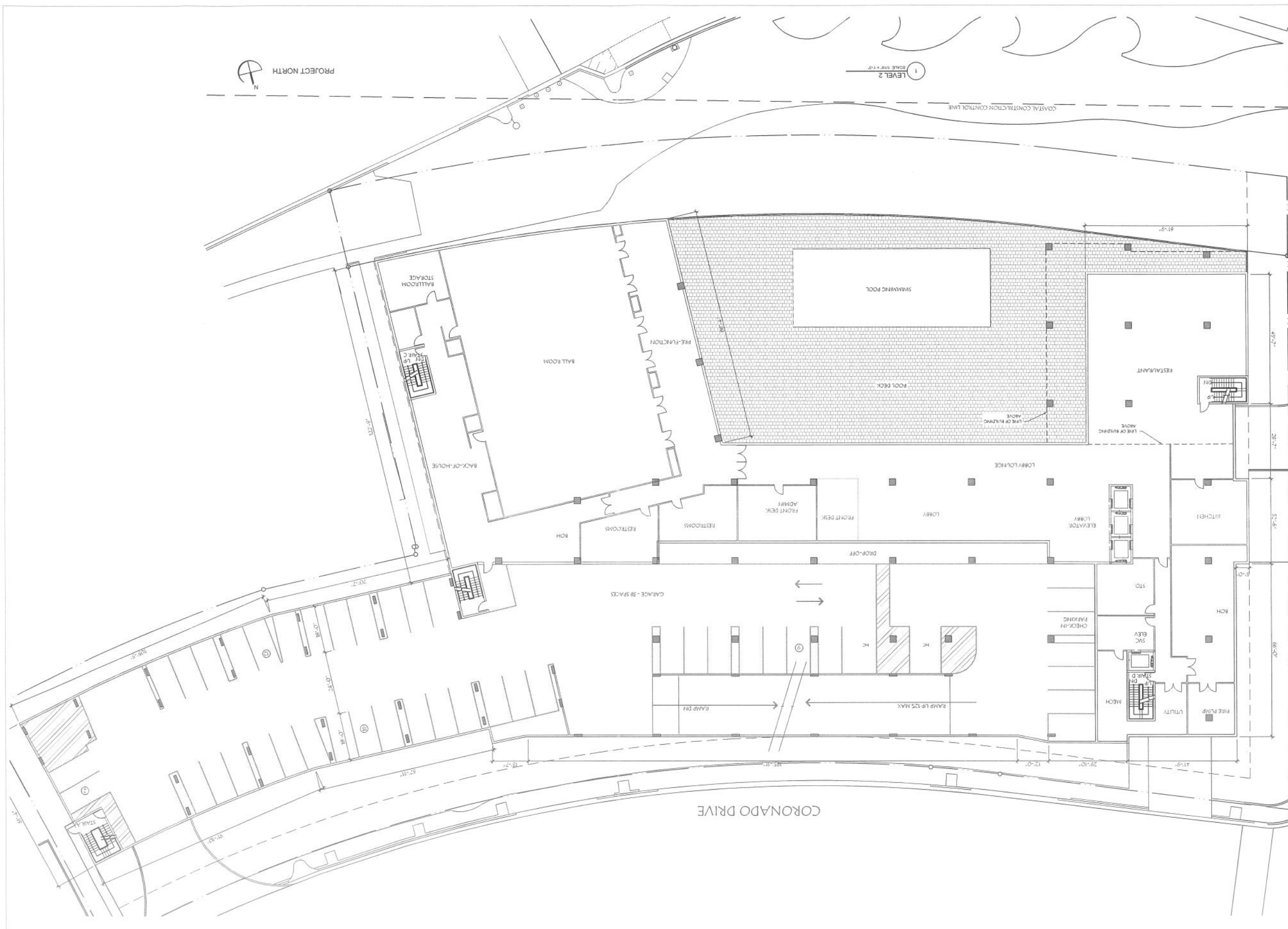
FLORIDA

REGISTERED ARCHITECTS

ISTVAN L. PETERANECZ

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 WITHOUT WRITTEN PERMISSION FROM  
 ISTEVA L. PETERANECZ ARCHITECTS, INC.  
 103 MAGERS STREET, SUITE 201  
 CLEARWATER, FL 34625  
 TEL: 727.438.2828 FAX: 727.438.2826  
 A275001701

**behar peteranecz**



LEVEL 2  
 SCALE 1/8" = 1'-0"

COASTAL CONSTRUCTION CONTROL LINE

CORONADO DRIVE

660001706  
CLEARWATER  
103 Rogers Blvd., 33756  
1. 727.478.8078 | 1. 727.478.9079

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ISTVAN L. PETERANECZ  
ARCHITECT  
FLORIDA

PROJECT TITLE:  
**ALANIK  
HOTEL**  
401, 411, 421 S. GULFVIEW BLVD.  
CLEARWATER, FL

ISSUED DRAWING LOG:

DATE	ITEM

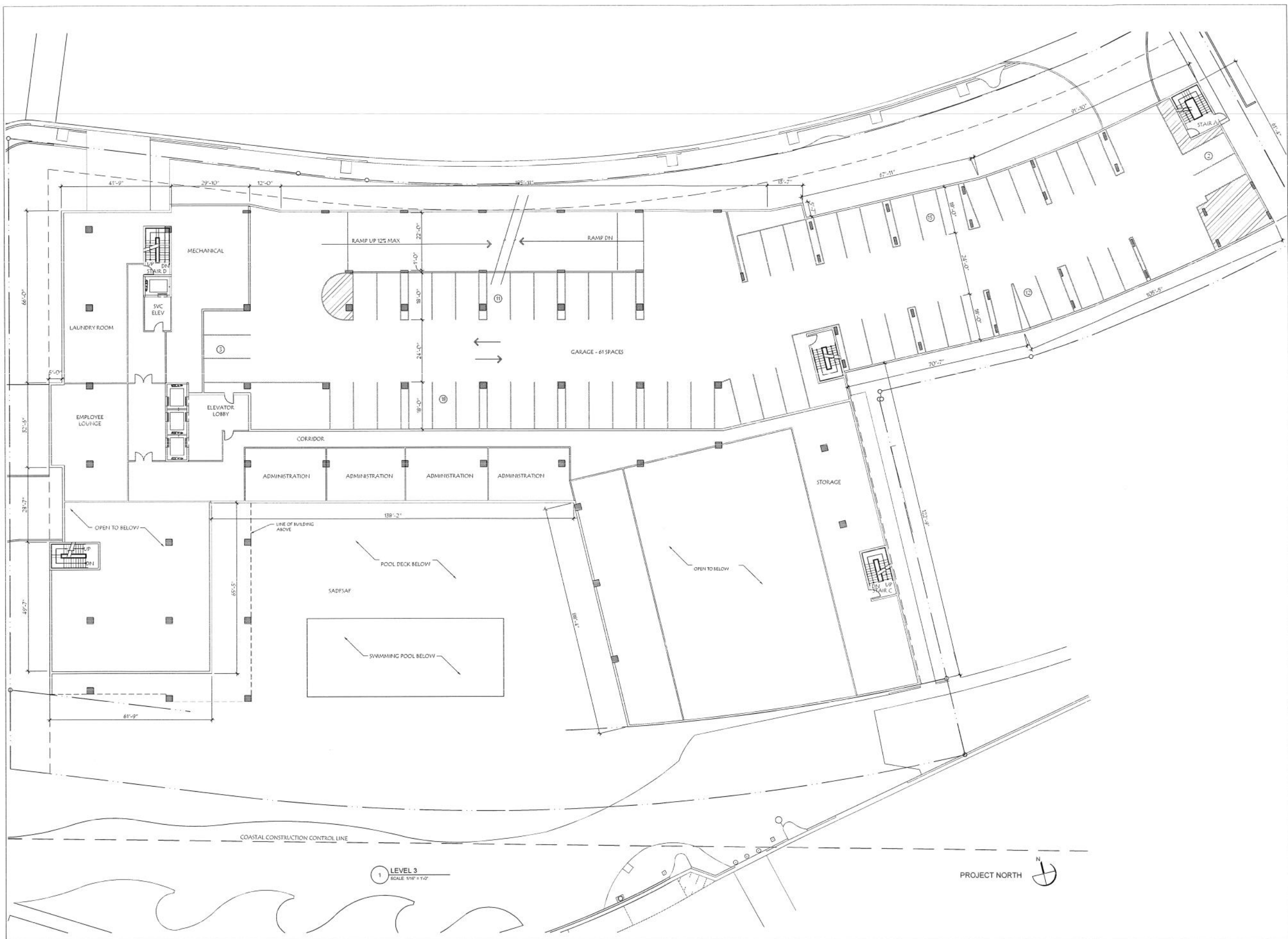
PROJECT NO:  
COL14.01

DRAWING TITLE:  
LEVEL 3

ISSUE DATE:  
2013.06.27

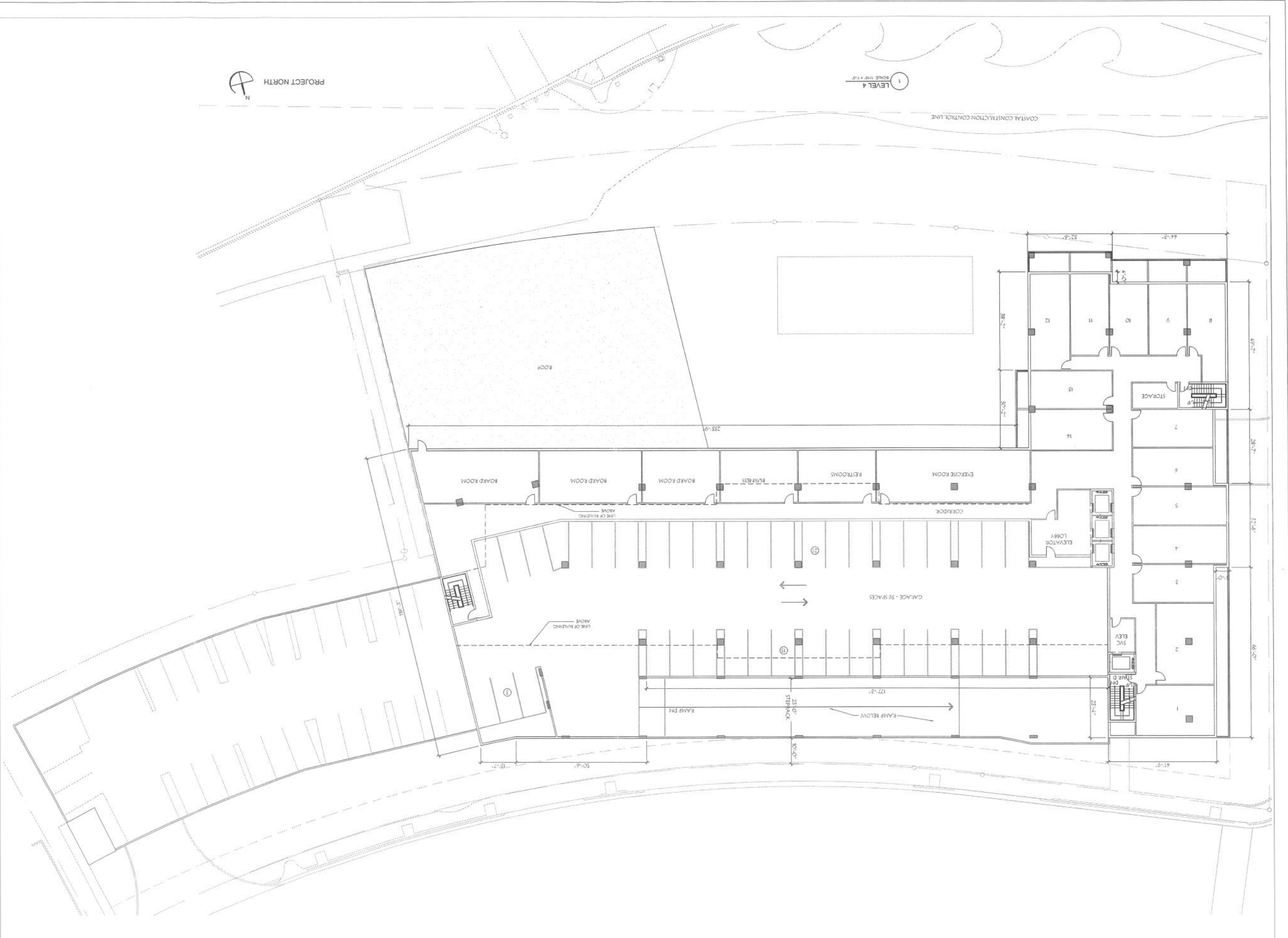
SHEET:  
**A2\_3**

HDA APPLICATION



1 LEVEL 3  
SCALE 1/4" = 1'-0"

PROJECT NORTH



PROJECT NORTH

LEVEL 4  
SCALE: 1/8" = 1'-0"

COASTAL CONSTRUCTION CONTROL LINE

ARCHITECTS  
CLEARWATER  
103 Rogers Blvd. 33756  
T 727 478 8078 F 727 478 3074

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ISTVAN L. PETERANECZ  
ARCHITECT  
FLORIDA

PROJECT TITLE:

**ALANIK  
HOTEL**  
401, 411, 421 S. GULFVIEW BLVD.  
CLEARWATER, FL

<small>ISSUED DRAWING LOG:</small>	
<small>DATE</small>	<small>ITEM</small>

PROJECT NO:  
COL14.01

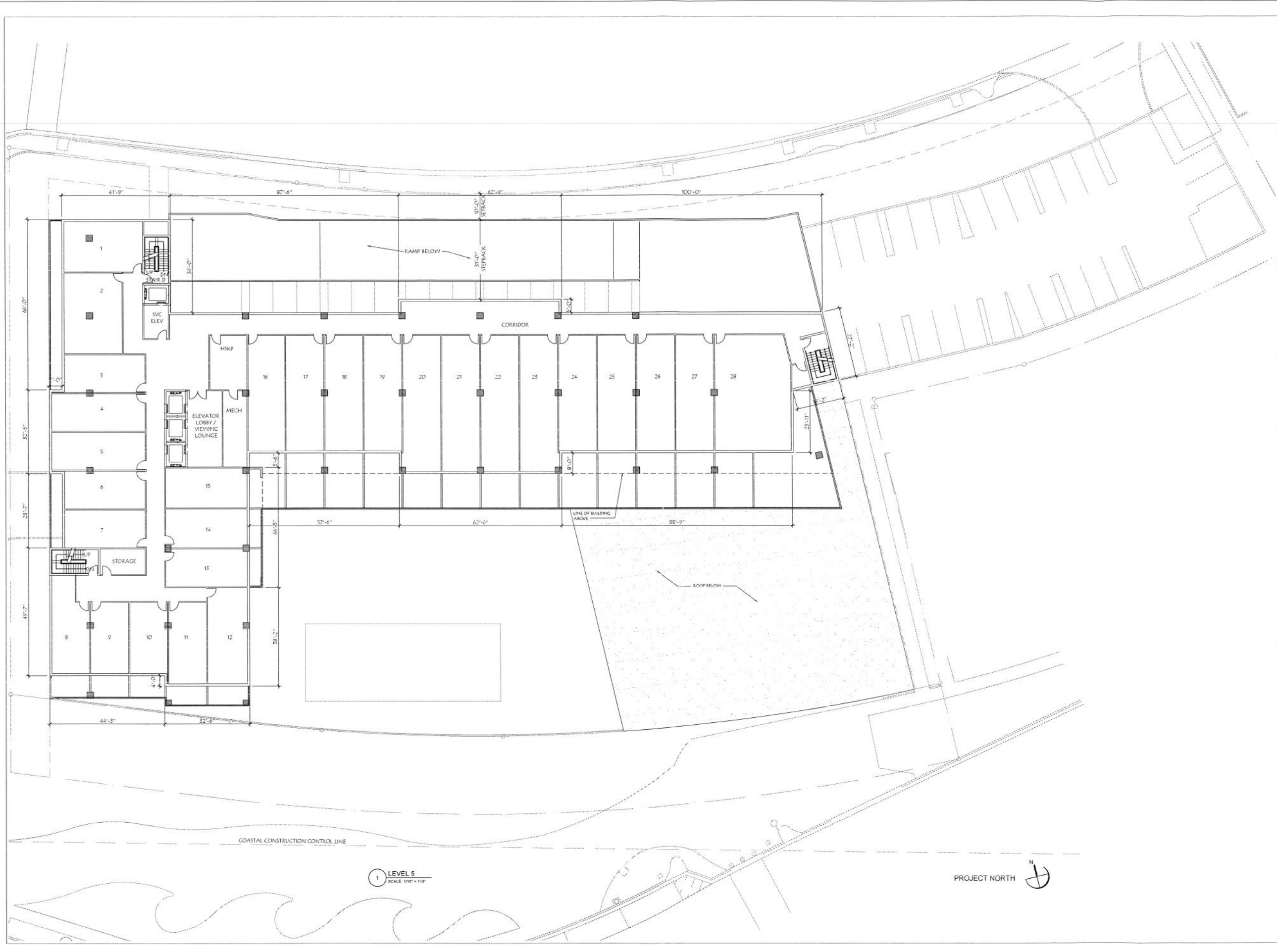
DRAWING TITLE:  
LEVEL 5

ISSUE DATE:  
2013.06.27

SHEET:

**A2\_5**

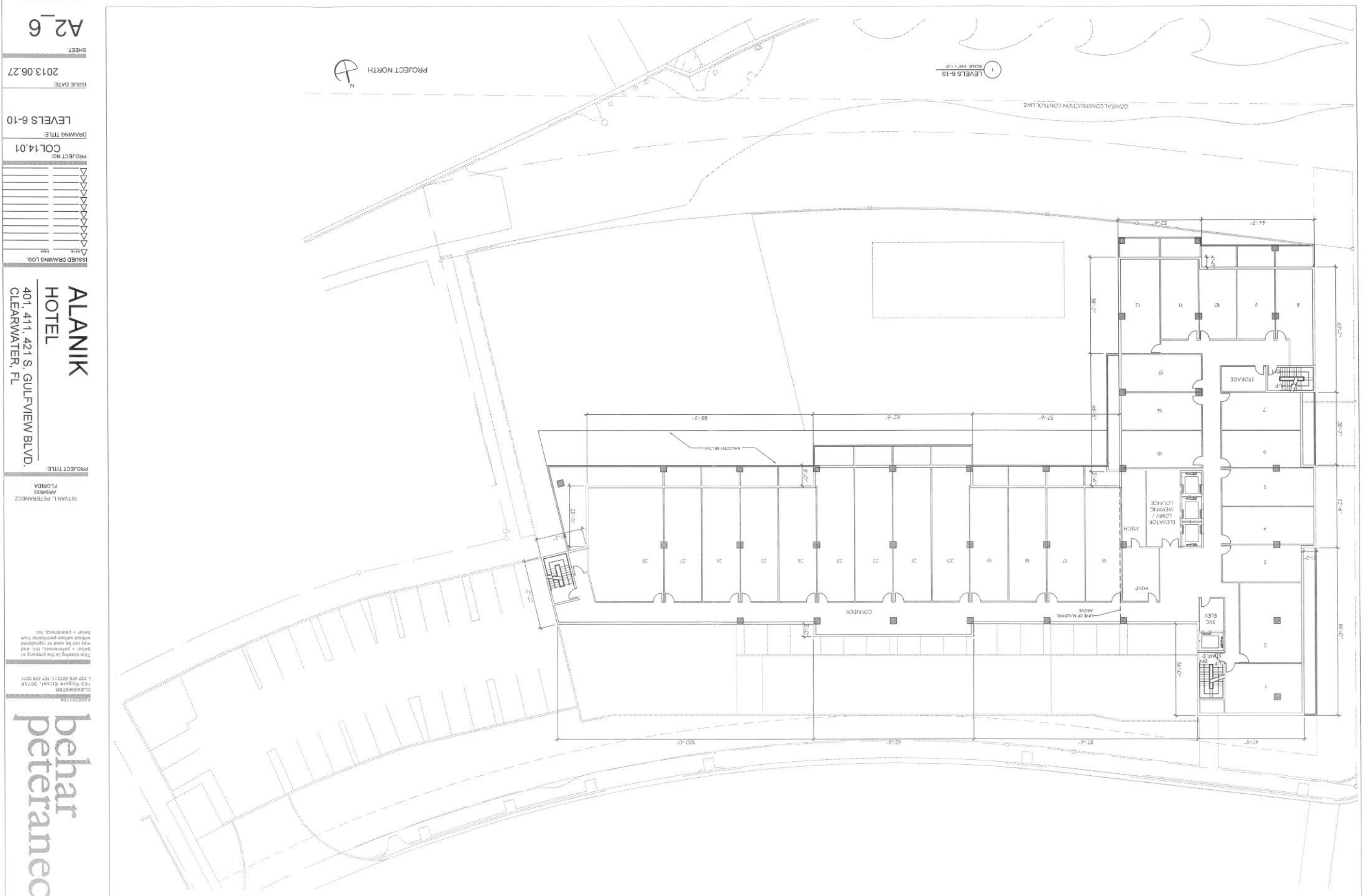
HDA APPLICATION



1 **LEVEL 5**  
SCALE: 1/8" = 1'-0"

PROJECT NORTH

COASTAL CONSTRUCTION CONTROL LINE



LEVELS 6-10  
SCALE 1/8" = 1'-0"

PROJECT NORTH

COASTAL CONSTRUCTION CONTROL LINE

PROJECT NO. COL14.01

PROJECT TITLE: LEVELS 6-10

ISSUE DATE: 2013.06.27

SHEET: A2\_6

HDA APPLICATION

**ALANIK HOTEL**

401, 411, 421 S. GULFVIEW BLVD., CLEARWATER, FL

PROJECT TITLE:

ISTVAN L. PETERANECZ  
ARCHITECT  
FLORIDA

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103 Rogers Blvd., 34756  
LTD #9 802211 787-4370315

**CLARENCE**  
**behar peteranecz**

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DATE	ITEM

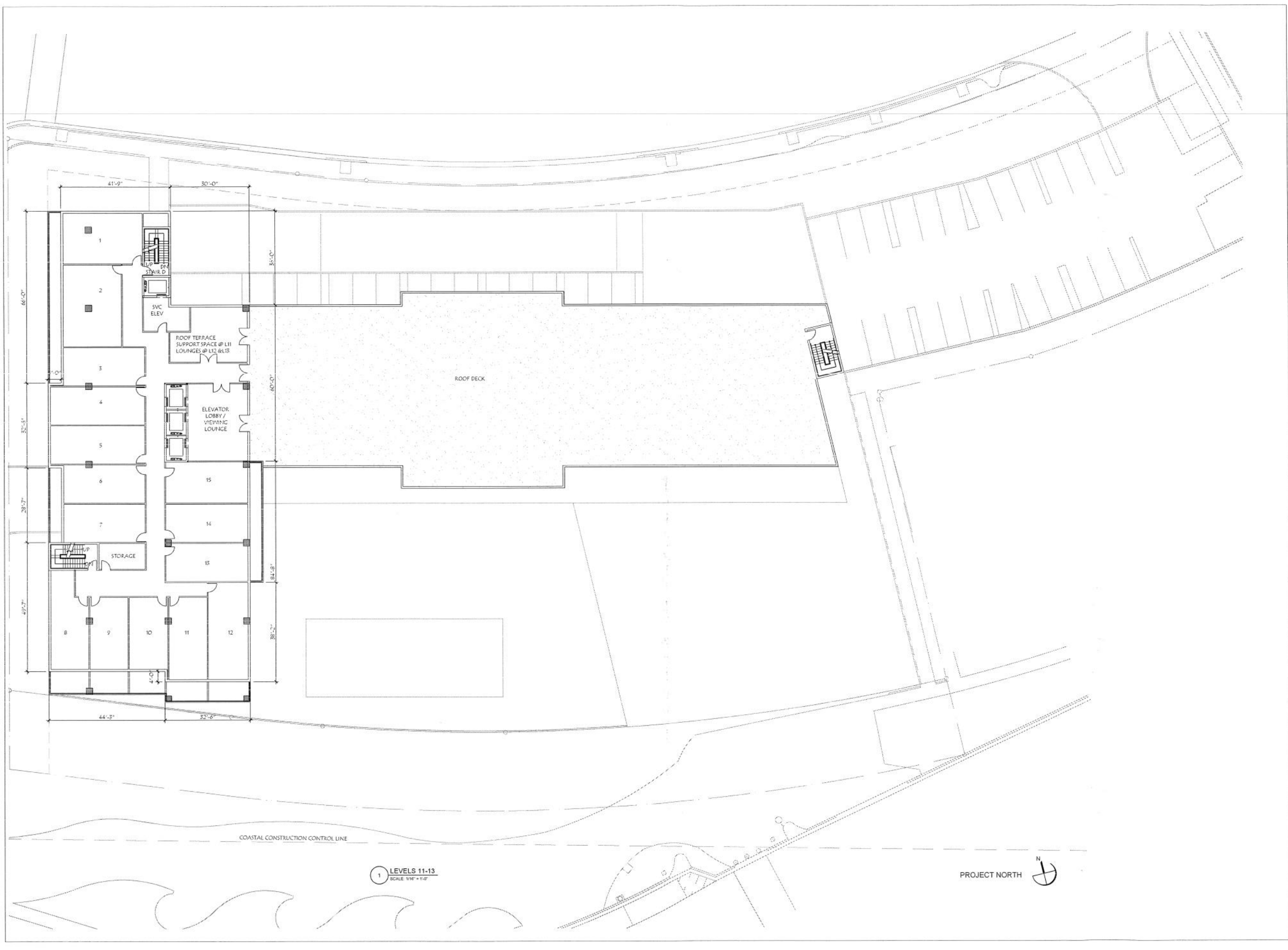
PROJECT NO:  
**COL14.01**

DRAWING TITLE:  
**LEVELS 11-13**

ISSUE DATE:  
2013.06.27

SHEET:  
**A2\_7**

HDA APPLICATION





1  
 SCALE: 1"=100'  
 SITE PLAN - TOWER SEPARATION



PRELIMINARY DESIGN  
 SHEET:  
 A2\_8  
 2013.06.02  
 ISSUE DATE:  
 TOWER SEPARATION  
 DIAGRAM  
 DRAWING TITLE:  
 COL14.01  
 PROJECT NO:  
 ISSUED DRAWING LOG

ALANIK  
 HOTEL  
 401, 411, 421 S GULFVIEW BLVD,  
 CLEARWATER, FL  
 PROJECT TITLE:  
 FLORIDA  
 APPROVED  
 ISTVAN L. PETERANECZ

MAILED 10/1  
 CLEARWATER  
 103 ROSSIN DRIVE, 33768  
 1.727.426.0073 | 1.727.426.0074  
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CLEARWATER  
 108 Rogers Street, 83755  
 T 727 476 3073 | F 727 476 8074

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ISTVAN L. PETERANECZ  
 APR4533  
 FLORIDA

PROJECT TITLE:

**ALANIK**  
**HOTEL**  
 401, 411, 421 S. GULFVIEW BLVD.  
 CLEARWATER, FL

ISSUED DRAWING LOG:

DATE	BY

PROJECT NO:  
COL14.01

DRAWING TITLE:  
**PERSPECTIVES**

ISSUE DATE:  
2013.06.27

SHEET:  
**A5\_3**

HDA APPLICATION

ISSUED DRAWING LOG	DATE	TEAM

**ALANIK HOTEL**  
 401, 411, 421 S. GULFVIEW BLVD.  
 CLEARWATER, FL

PROJECT TITLE  
 18YAN L. PETRANE CZ  
 AR4333  
 FLORIDA

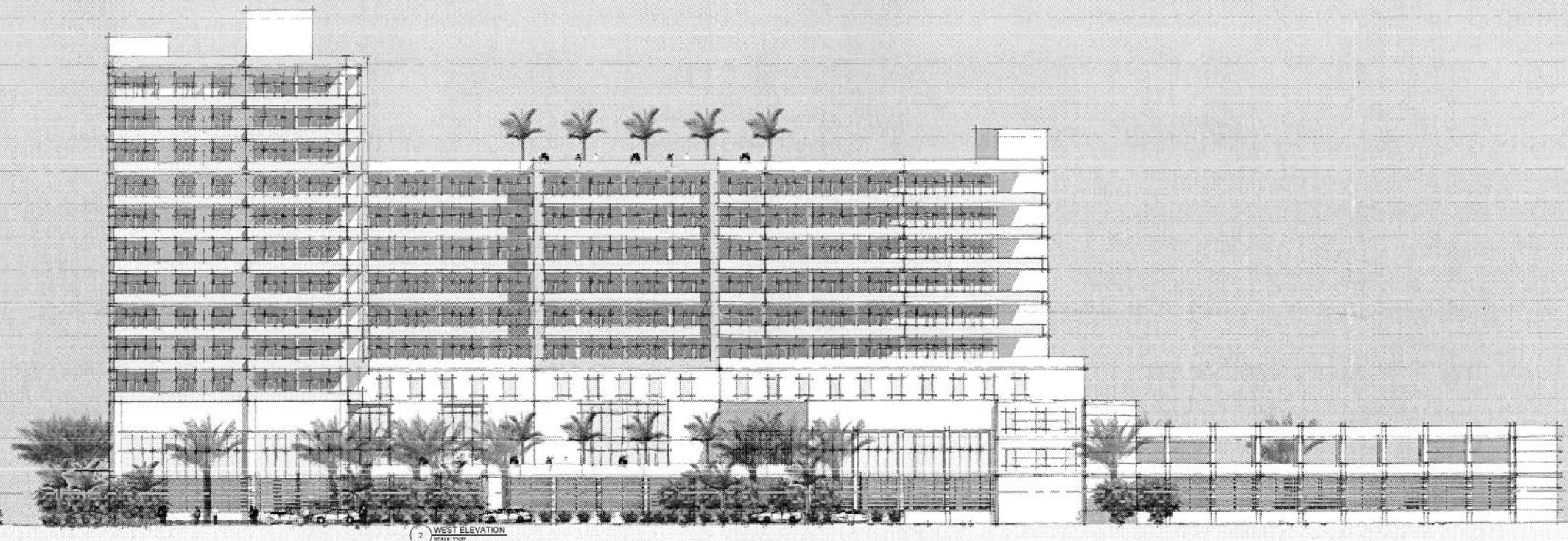
6449201704  
 CLEARWATER  
 1703 ROGERS STREET, 33756  
 1 727 478 2629 | 1 727 428 2074

**behar peterane cz**

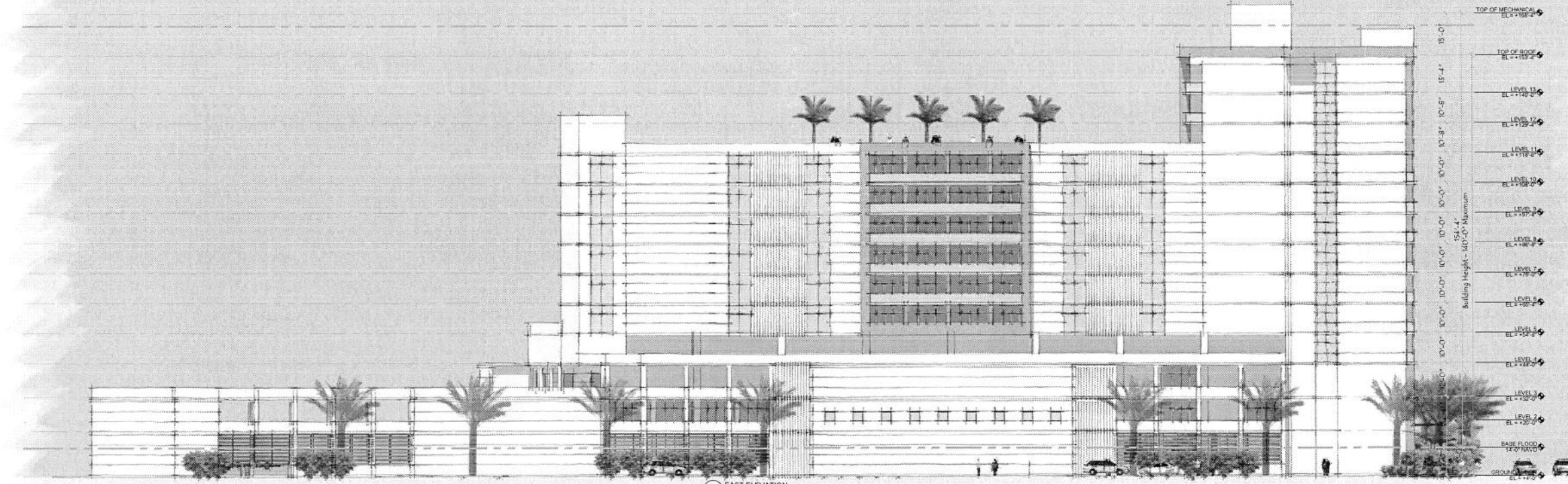


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TOP OF MECHANICAL  
EL. +168'-4"  
 TOP OF ROOF  
EL. +163'-4"  
 LEVEL 13  
EL. +140'-0"  
 LEVEL 12  
EL. +129'-4"  
 LEVEL 11  
EL. +118'-0"  
 LEVEL 10  
EL. +108'-0"  
 LEVEL 9  
EL. +98'-0"  
 LEVEL 8  
EL. +88'-0"  
 LEVEL 7  
EL. +78'-0"  
 LEVEL 6  
EL. +68'-0"  
 LEVEL 5  
EL. +58'-0"  
 LEVEL 4  
EL. +48'-0"  
 LEVEL 3  
EL. +38'-0"  
 LEVEL 2  
EL. +28'-0"  
 BASE FLOOR  
TPY NAVD  
 GROUND FLOOR  
EL. +1'-0"  
 Building Height - 140'-0" Maximum  
154'-4"



2 WEST ELEVATION  
SCALE 1/4" = 1'-0"



TOP OF MECHANICAL  
EL. +168'-4"  
 TOP OF ROOF  
EL. +163'-4"  
 LEVEL 13  
EL. +140'-0"  
 LEVEL 12  
EL. +129'-4"  
 LEVEL 11  
EL. +118'-0"  
 LEVEL 10  
EL. +108'-0"  
 LEVEL 9  
EL. +98'-0"  
 LEVEL 8  
EL. +88'-0"  
 LEVEL 7  
EL. +78'-0"  
 LEVEL 6  
EL. +68'-0"  
 LEVEL 5  
EL. +58'-0"  
 LEVEL 4  
EL. +48'-0"  
 LEVEL 3  
EL. +38'-0"  
 LEVEL 2  
EL. +28'-0"  
 BASE FLOOR  
TPY NAVD  
 GROUND FLOOR  
EL. +1'-0"  
 Building Height - 140'-0" Maximum  
154'-4"

1 EAST ELEVATION  
SCALE 1/4" = 1'-0"

**behar  
peteranecz**

CLEARWATER  
 103 Rogers Street, 33750  
 T. 727 478 3073 | F. 727 478 3074

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ISTVAN L. PETERANECZ  
 ARCHITECT  
 FLORIDA

PROJECT TITLE

**ALANIK HOTEL**  
 401, 411, 421 S. GULFVIEW BLVD.  
 CLEARWATER, FL

ISSUED DRAWING LOG:

DATE	ITEM

PROJECT NO: COL14.01

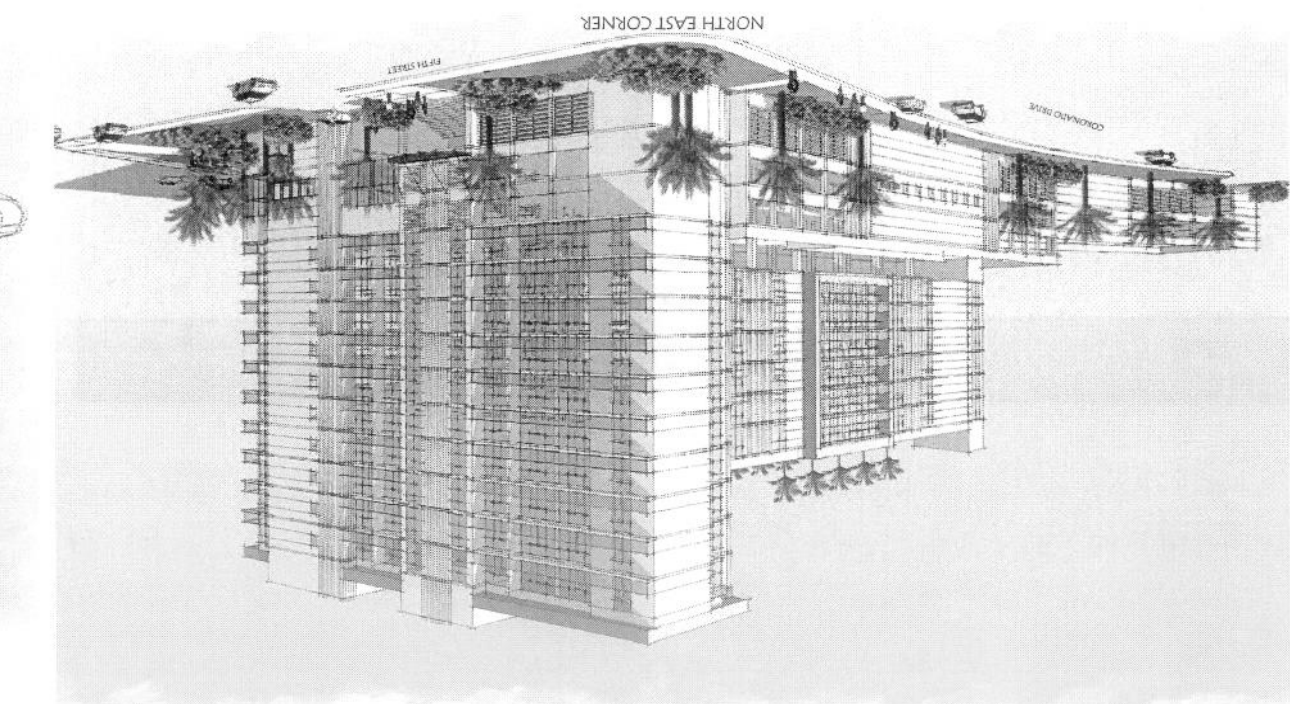
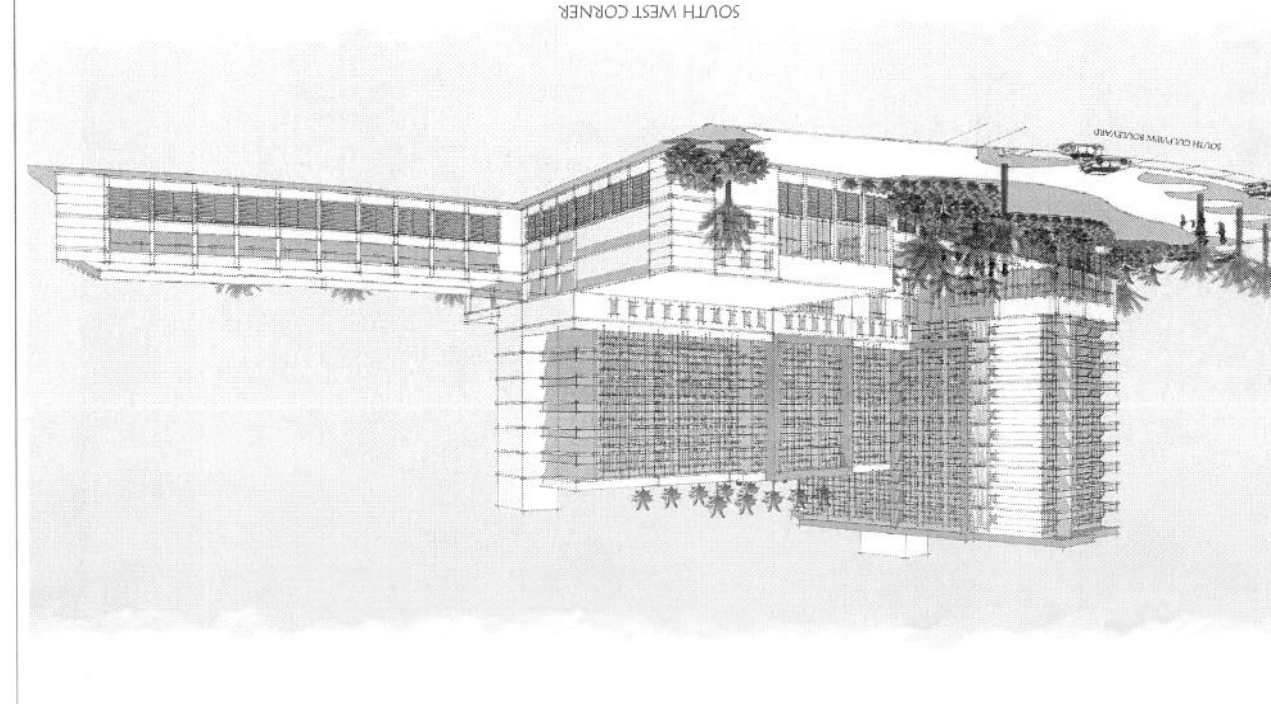
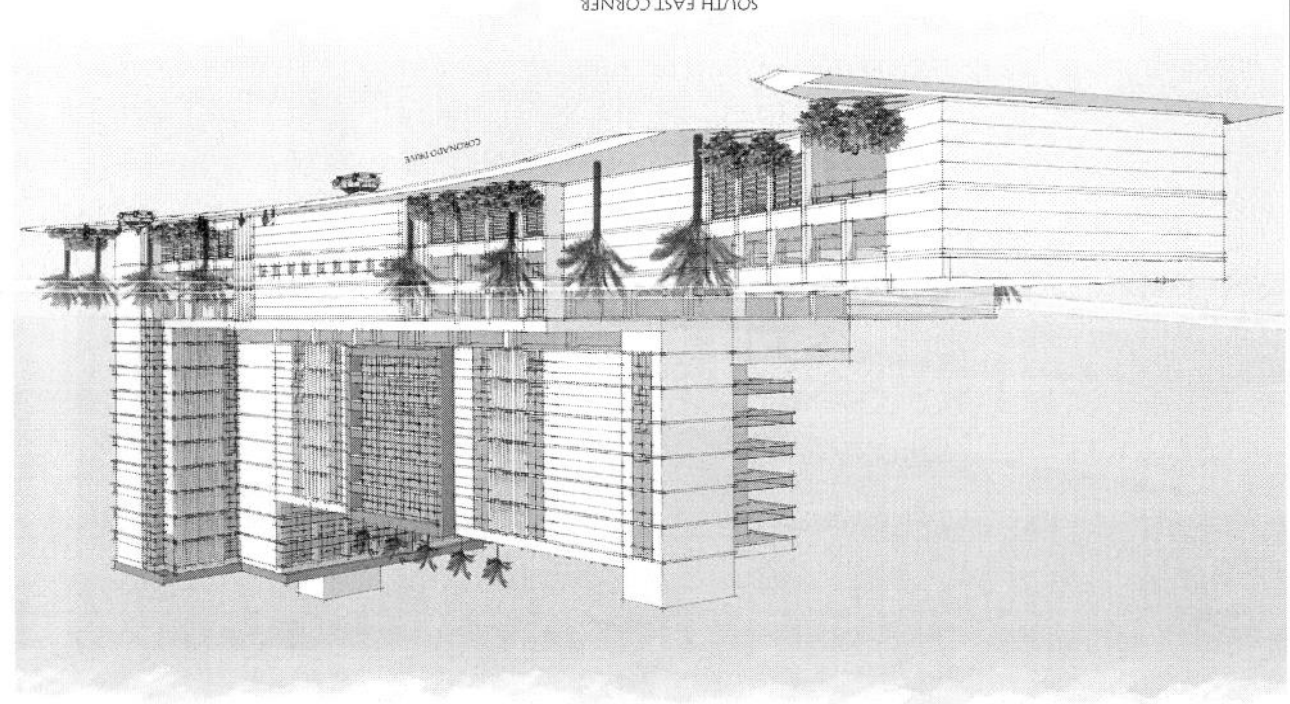
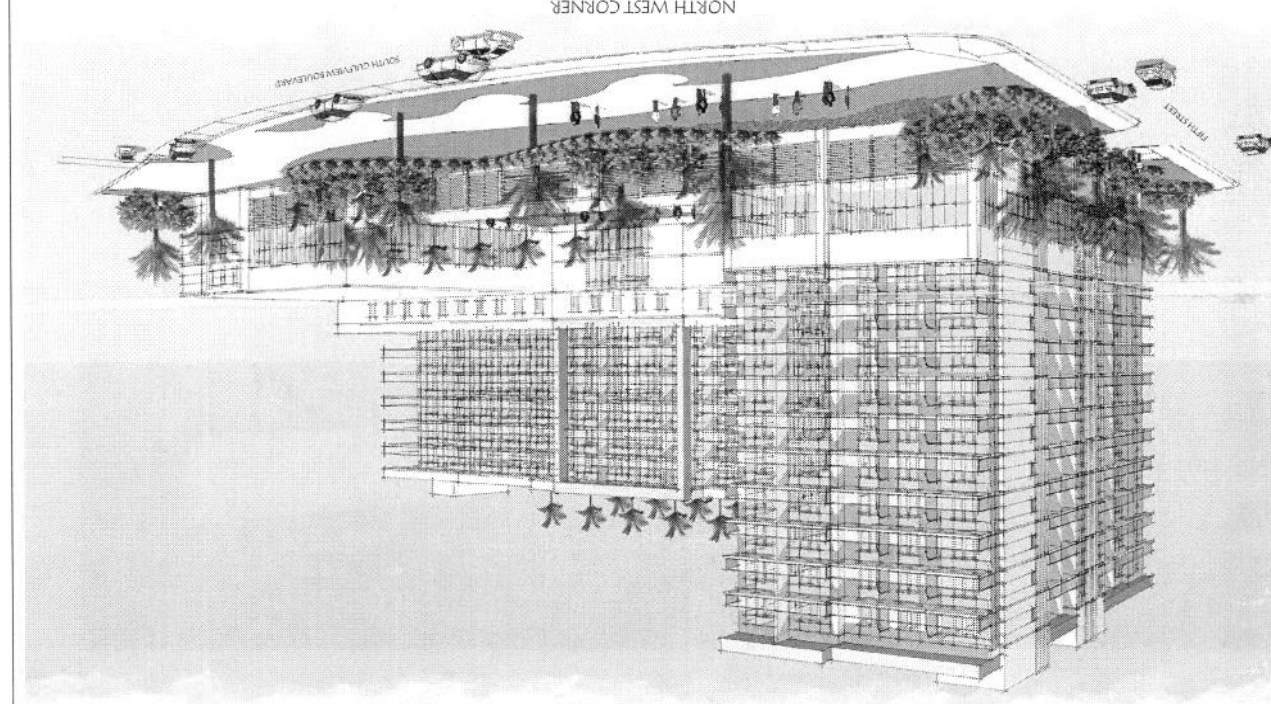
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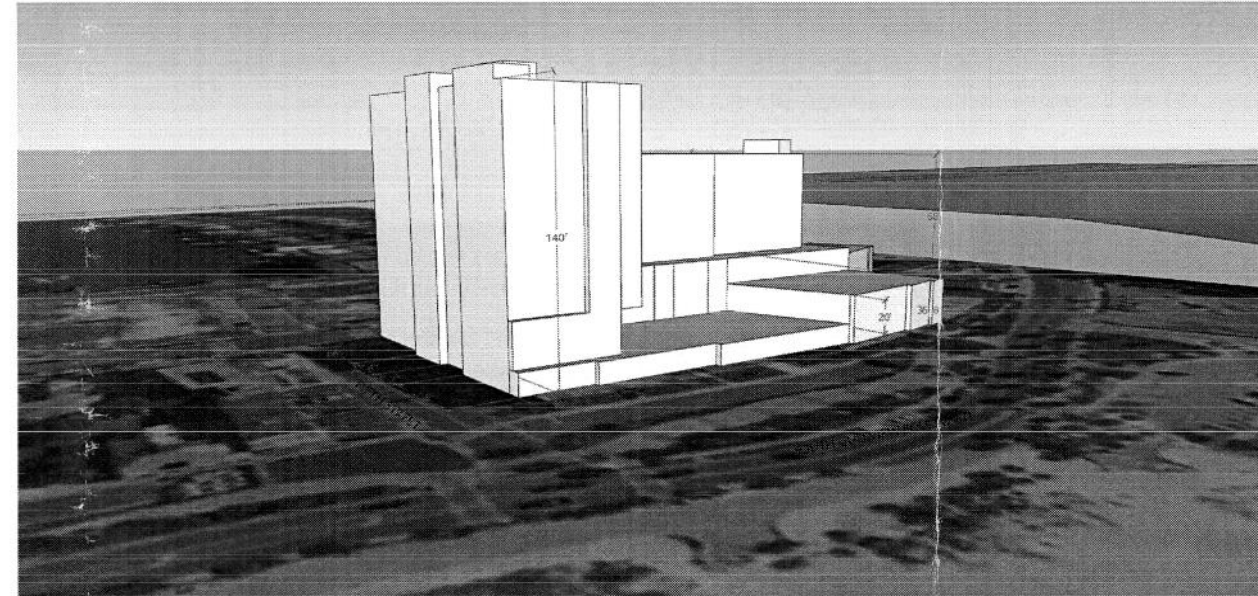
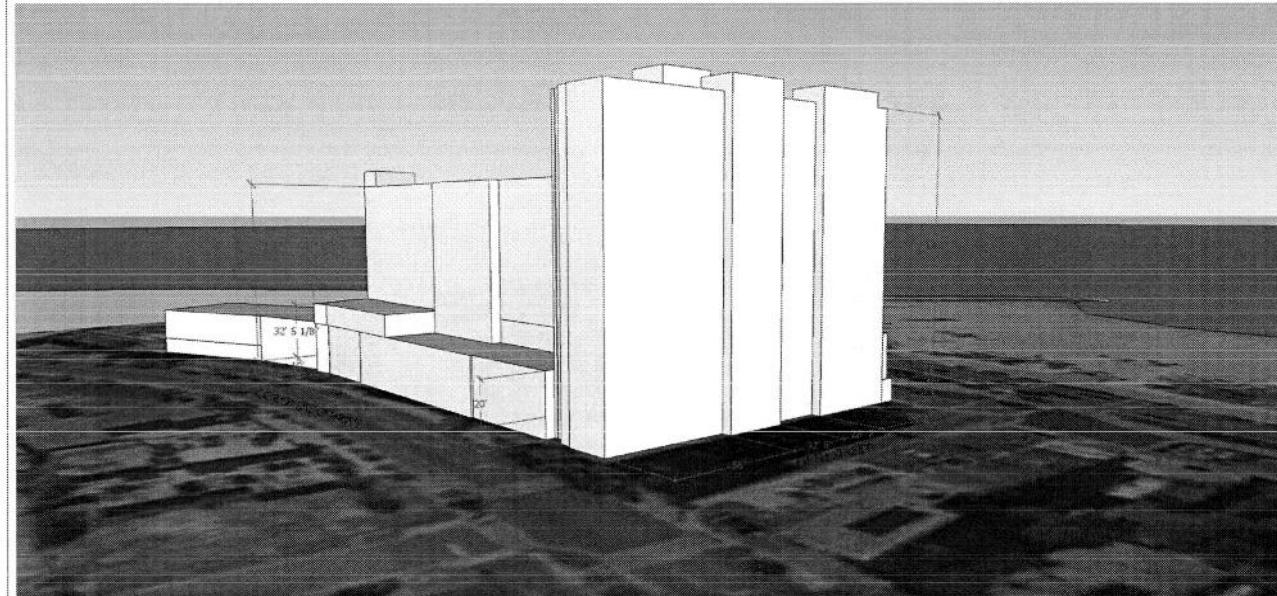
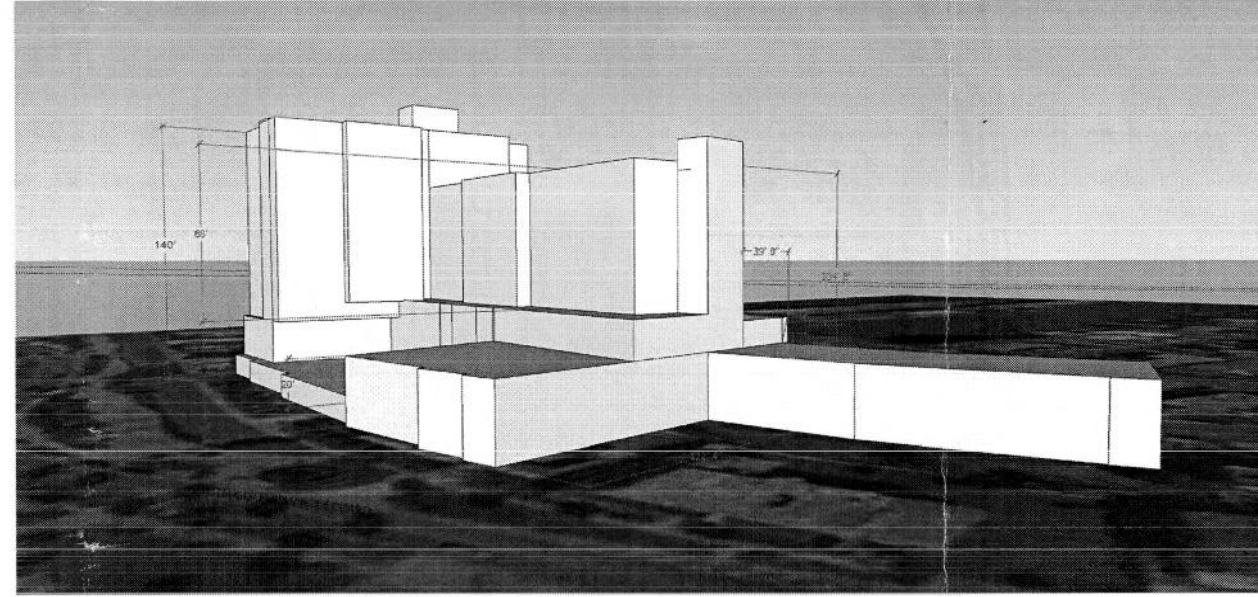
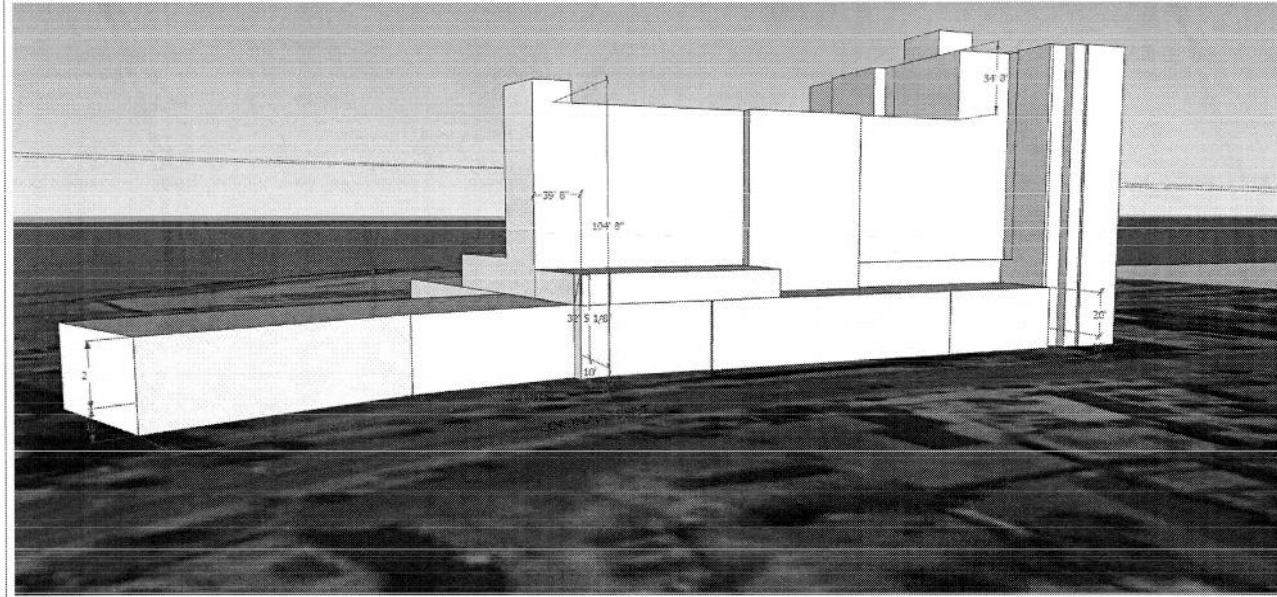
ISSUE DATE: 2013.06.27

SHEET:

**A5\_2**

HDA APPLICATION





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CLEARWATER  
163 Rogers Street, 38788  
707-475-3076 | 1.727-476-3274

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ISTVAN L. PETERANECZ  
ARCHITECT  
ARCHITECTS  
FLORIDA

PROJECT TITLE:

ALANIK  
HOTEL  
401, 411, 421 S. GULFVIEW BLVD.  
CLEARWATER, FL

ISSUED DRAWING LOG:

DATE	ISSUE

PROJECT NO.  
COL14.01

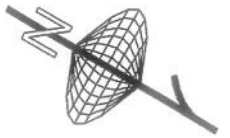
DRAWING TITLE:  
MASSING  
MODEL

ISSUE DATE:  
2013.06.27

SHEET:  
A5\_5

HDA APPLICATION

SECTION 7, TWP. 29 S., RNG. 15 E., PINELLAS COUNTY, FLORIDA



GRAPHIC SCALE  
1 inch = 20 ft.

BASES OF BEARINGS IS ASSUMED.  
BEARING REFERENCE LINE IS FROM  
POINT "A" (NOTED HEREON) TO  
POINT "B" (NOTED HEREON) SAID  
LINE BEARINGS N19°05'04"W.

- NOTES CORRESPONDING TO SCHEDULE B, SECTION 1
- 1) THE EASEMENT, AS RECORDED IN O.R. BOOK 18090, PAGE 902, AFFECTS PARCEL 1 (DOES NOT CONTAIN ANY PLOTTABLE SURVEY MATTERS).
  - 2) THE EASEMENT, AS RECORDED IN O.R. BOOK 18090, PAGE 901, AFFECTS PARCEL 1 (DOES NOT CONTAIN ANY PLOTTABLE SURVEY MATTERS).
  - 3) THE EASEMENT, AS RECORDED IN O.R. BOOK 1883, PAGE 298, AFFECTS PARCEL 1 (DOES NOT CONTAIN ANY PLOTTABLE SURVEY MATTERS).
  - 4) THE EASEMENT, AS RECORDED IN O.R. BOOK 2788, PAGE 293, AS AFFECTED BY O.R. BOOK 4472, PAGE 1888, AFFECTS PARCEL 1 AND IS PLOTTED HEREON.
  - 5) THE EASEMENT, AS RECORDED IN O.R. BOOK 4472, PAGE 1897, AFFECTS PARCEL 1 AND IS PLOTTED HEREON.
  - 6) THE EASEMENT, AS RECORDED IN O.R. BOOK 638, PAGE 372, AS AFFECTED BY DEED BOOK 638, PAGE 29, AFFECTS PARCEL 1 (DOES NOT CONTAIN ANY PLOTTABLE SURVEY MATTERS).
  - 7) THE EASEMENT, AS RECORDED IN O.R. BOOK 2208, PAGE 405, AFFECTS PARCEL 2, SAID EASEMENT IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
  - 8) THE EASEMENT, AS RECORDED IN O.R. BOOK 4103, PAGE 49, AFFECTS PARCEL 2, SAID EASEMENT IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
  - 9) THE PLAT, AS RECORDED IN PLAT BOOK 13, PAGE 12, AFFECTS PARCELS 1, 2 AND 3, ANY PORTABLE ON-SITE MATTERS ARE SHOWN HEREON.

CURVE TABLE

CURVE	BEARINGS	ARC	CHORD	CHORD BEARINGS
C1	S67.007°	117.873'	117.873'	N30°27'22"W
C2	S67.007°	1.037'	1.037'	S22°36'51"E
C3	S67.007°	1.037'	1.037'	S22°36'51"E
C4	S67.007°	1.037'	1.037'	S22°36'51"E
C5	S67.007°	1.037'	1.037'	S22°36'51"E
C6	S67.007°	1.037'	1.037'	S22°36'51"E
C7	S67.007°	1.037'	1.037'	S22°36'51"E
C8	S67.007°	1.037'	1.037'	S22°36'51"E
C9	S67.007°	1.037'	1.037'	S22°36'51"E
C10	S67.007°	1.037'	1.037'	S22°36'51"E
C11	S67.007°	1.037'	1.037'	S22°36'51"E
C12	S67.007°	1.037'	1.037'	S22°36'51"E
C13	S67.007°	1.037'	1.037'	S22°36'51"E
C14	S67.007°	1.037'	1.037'	S22°36'51"E
C15	S67.007°	1.037'	1.037'	S22°36'51"E
C16	S67.007°	1.037'	1.037'	S22°36'51"E
C17	S67.007°	1.037'	1.037'	S22°36'51"E
C18	S67.007°	1.037'	1.037'	S22°36'51"E
C19	S67.007°	1.037'	1.037'	S22°36'51"E
C20	S67.007°	1.037'	1.037'	S22°36'51"E
C21	S67.007°	1.037'	1.037'	S22°36'51"E
C22	S67.007°	1.037'	1.037'	S22°36'51"E
C23	S67.007°	1.037'	1.037'	S22°36'51"E
C24	S67.007°	1.037'	1.037'	S22°36'51"E

LINE TABLE

LINE	BEARINGS	DISTANCE
L1	S67.007°	1.037'
L2	S67.007°	1.037'

LEGAL DESCRIPTION

LOT 75 LESS THE NORTH 10 FEET THEREOF AND ALL OF LOTS 76 AND 77; THAT PART OF LOT 123 OF LIND-WHITE-SHANNER SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGES 12 AND 13, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

AND BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 75, THENCE WESTERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT 75, 25 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 75, THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO THE SOUTHWEST CORNER OF SAID LOT 76, THENCE NORTH ALONG THE WESTERLY BOUNDARY TO THE POINT OF BEGINNING.

AND BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 76, THENCE NORTH ALONG THE WESTERLY BOUNDARY TO THE POINT OF BEGINNING.

AND BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 77, THENCE NORTH ALONG THE WESTERLY BOUNDARY TO THE POINT OF BEGINNING.

AND BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 78, THENCE NORTH ALONG THE WESTERLY BOUNDARY TO THE POINT OF BEGINNING.

AND BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 79, THENCE NORTH ALONG THE WESTERLY BOUNDARY TO THE POINT OF BEGINNING.

AND BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 80, THENCE NORTH ALONG THE WESTERLY BOUNDARY TO THE POINT OF BEGINNING.

AND BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 81, THENCE NORTH ALONG THE WESTERLY BOUNDARY TO THE POINT OF BEGINNING.

AND BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 82, THENCE NORTH ALONG THE WESTERLY BOUNDARY TO THE POINT OF BEGINNING.

PARCEL 1:

LOT 75 LESS THE NORTH 10 FEET THEREOF AND ALL OF LOTS 76 AND 77; THAT PART OF LOT 123 OF LIND-WHITE-SHANNER SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGES 12 AND 13, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

AND BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 75, THENCE WESTERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT 75, 25 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 75, THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO THE SOUTHWEST CORNER OF SAID LOT 76, THENCE NORTH ALONG THE WESTERLY BOUNDARY TO THE POINT OF BEGINNING.

AND BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 76, THENCE NORTH ALONG THE WESTERLY BOUNDARY TO THE POINT OF BEGINNING.

AND BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 77, THENCE NORTH ALONG THE WESTERLY BOUNDARY TO THE POINT OF BEGINNING.

AND BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 78, THENCE NORTH ALONG THE WESTERLY BOUNDARY TO THE POINT OF BEGINNING.

AND BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 79, THENCE NORTH ALONG THE WESTERLY BOUNDARY TO THE POINT OF BEGINNING.

AND BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 80, THENCE NORTH ALONG THE WESTERLY BOUNDARY TO THE POINT OF BEGINNING.

AND BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 81, THENCE NORTH ALONG THE WESTERLY BOUNDARY TO THE POINT OF BEGINNING.

AND BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 82, THENCE NORTH ALONG THE WESTERLY BOUNDARY TO THE POINT OF BEGINNING.

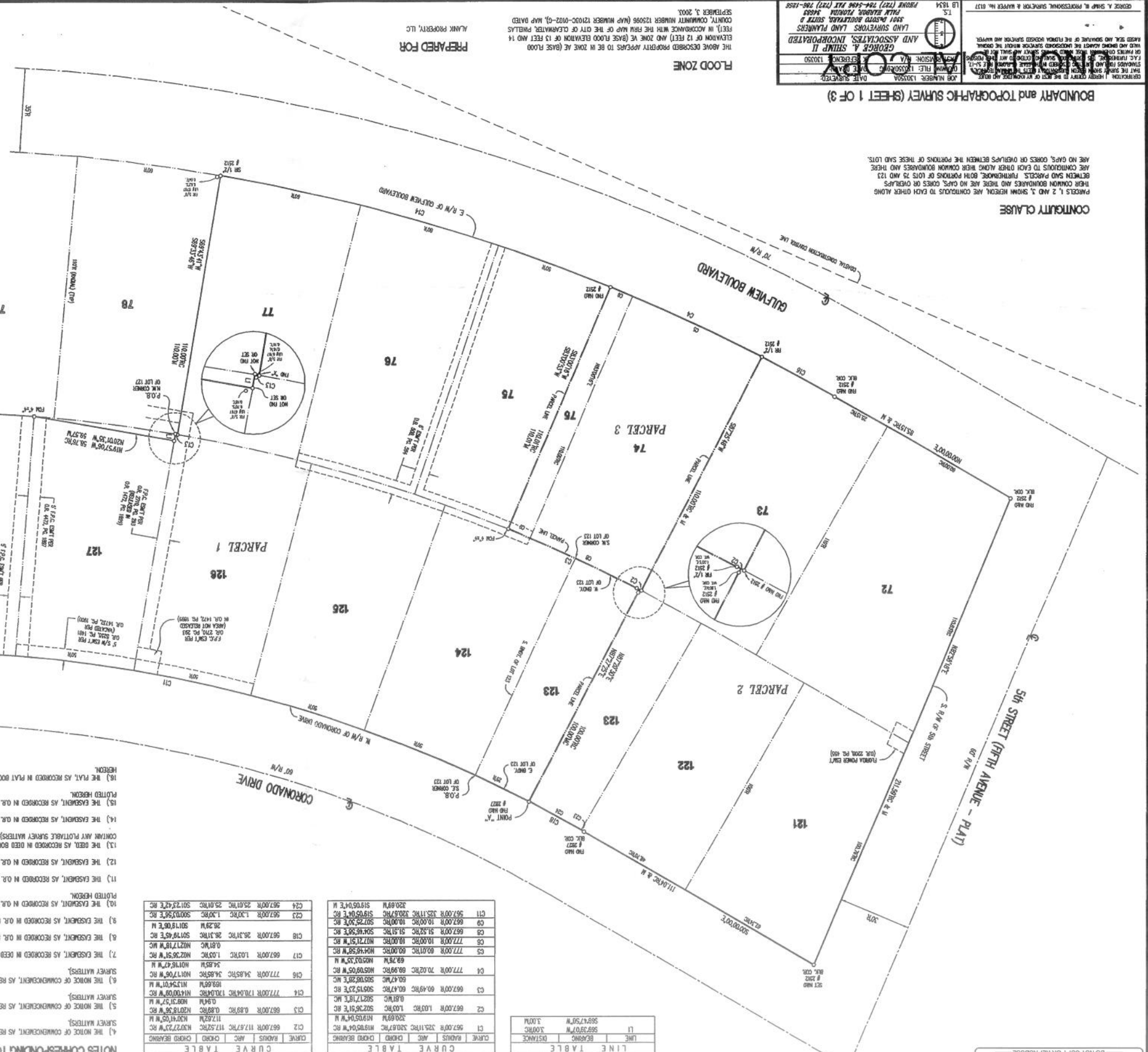
PARCEL 2:

LOTS 72, 73, 122 AND THE NORTH ONE-HALF OF LOT 123, LIND-WHITE-SHANNER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGES 12 AND 13, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PARCEL 3:

LOT 74 AND THE NORTH 10 FEET OF LOT 75, LIND-WHITE-SHANNER SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGES 12 AND 13, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

TOTAL COMBINED SITE AREA CONTAINS 88,880 SQUARE FEET OR 1.99 ACRES, MORE OR LESS.



PREPARED FOR  
ALANK PROPERTY, LLC

FLOOD ZONE

THE ABOVE DESCRIBED PROPERTY APPEARS TO BE IN ZONE AE (BASE FLOOD ELEVATION OF 12 FEET) AND ZONE VE (BASE FLOOD ELEVATION OF 13 FEET AND 14 FEET) IN ACCORDANCE WITH THE FIRM MAP OF THE CITY OF CLAMARTER, PINELLAS COUNTY, COMMUNITY NUMBER 125096 (MAP NUMBER 12100C-012-C), MAP DATED SEPTEMBER 3, 2003.

BOUNDARY and TOPOGRAPHIC SURVEY (SHEET 1 OF 3)

DATE SURVEYED: 12/15/2014  
JOB NUMBER: 140550  
DRAWN BY: J. STEPHEN  
CHECKED BY: J. STEPHEN  
SCALE: AS SHOWN  
PROJECT: LAND SURVEYORS' LAND PLANNERS' AND ASSOCIATES, INCORPORATED  
GEORGE A. SHIMP II  
1834  
15  
13  
12  
11  
10  
9  
8  
7  
6  
5  
4  
3  
2  
1

GEORGE A. SHIMP II, PROFESSIONAL SURVEYOR & MAPPER No. 0117  
1834  
15  
13  
12  
11  
10  
9  
8  
7  
6  
5  
4  
3  
2  
1

THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE PROFESSIONAL SURVEYOR'S OATH AND THE FLORIDA BOARD OF SURVEYING AND MAPPING. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE FLORIDA BOARD OF SURVEYING AND MAPPING AND HAS DETERMINED THAT THE SURVEY IS IN ACCORDANCE WITH THE PROFESSIONAL SURVEYOR'S OATH AND THE FLORIDA BOARD OF SURVEYING AND MAPPING. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE FLORIDA BOARD OF SURVEYING AND MAPPING AND HAS DETERMINED THAT THE SURVEY IS IN ACCORDANCE WITH THE PROFESSIONAL SURVEYOR'S OATH AND THE FLORIDA BOARD OF SURVEYING AND MAPPING.

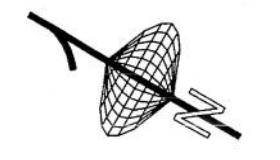
CONTIGUITY CLAUSE

PARCELS 1, 2 AND 3, SHOWN HEREON, ARE CONTIGUOUS TO EACH OTHER ALONG THEIR COMMON BOUNDARIES AND THERE ARE NO GAPS, CORNERS OR OVERLAPS BETWEEN SAID PARCELS OR OVERLAPS BETWEEN SAID PARCELS. THEREFORE, BOTH PARCELS OF LOTS 72 AND 123 ARE CONTIGUOUS TO EACH OTHER ALONG THEIR COMMON BOUNDARIES AND THERE ARE NO GAPS, CORNERS OR OVERLAPS BETWEEN SAID PARCELS.

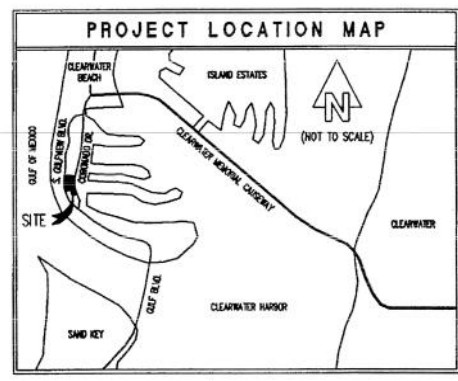
SECTION 7, TWP. 29 S., RNG. 15 E., PINELLAS COUNTY, FLORIDA

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- LEGEND**
- AIR CONDITIONER
  - BACKFLOW PREVENTER
  - BOLLARD
  - ELECTRIC BOX
  - ELECTRIC CABINET
  - ELECTRIC METER
  - ELECTRIC VAULT
  - ▽ FIRE HYDRANT
  - GAS VALVE
  - GRATE INLET
  - LIGHT POLE
  - PARKING METER
  - RECLAIMED WATER METER
  - SANITARY SEMER MH
  - SEMER CLEANOUT
  - SIGN
  - STORM SEMER MH
  - TELECOMMUNICATIONS BOX
  - TELEPHONE PEDESTAL
  - TRANSFORMER
  - UNKNOWN VAULT
  - UTILITY BOX
  - VERIZON BOX
  - WATER METER
  - WATER VALVE
  - 1.5" VALVE
  - 2" VALVE
  - 2" CURB & CUTTER
  - TOP OF BANK
  - PALM
  - DUNE
  - SHEETPLATE
  - BIRDS OF PARADISE
  - SEAGRASS



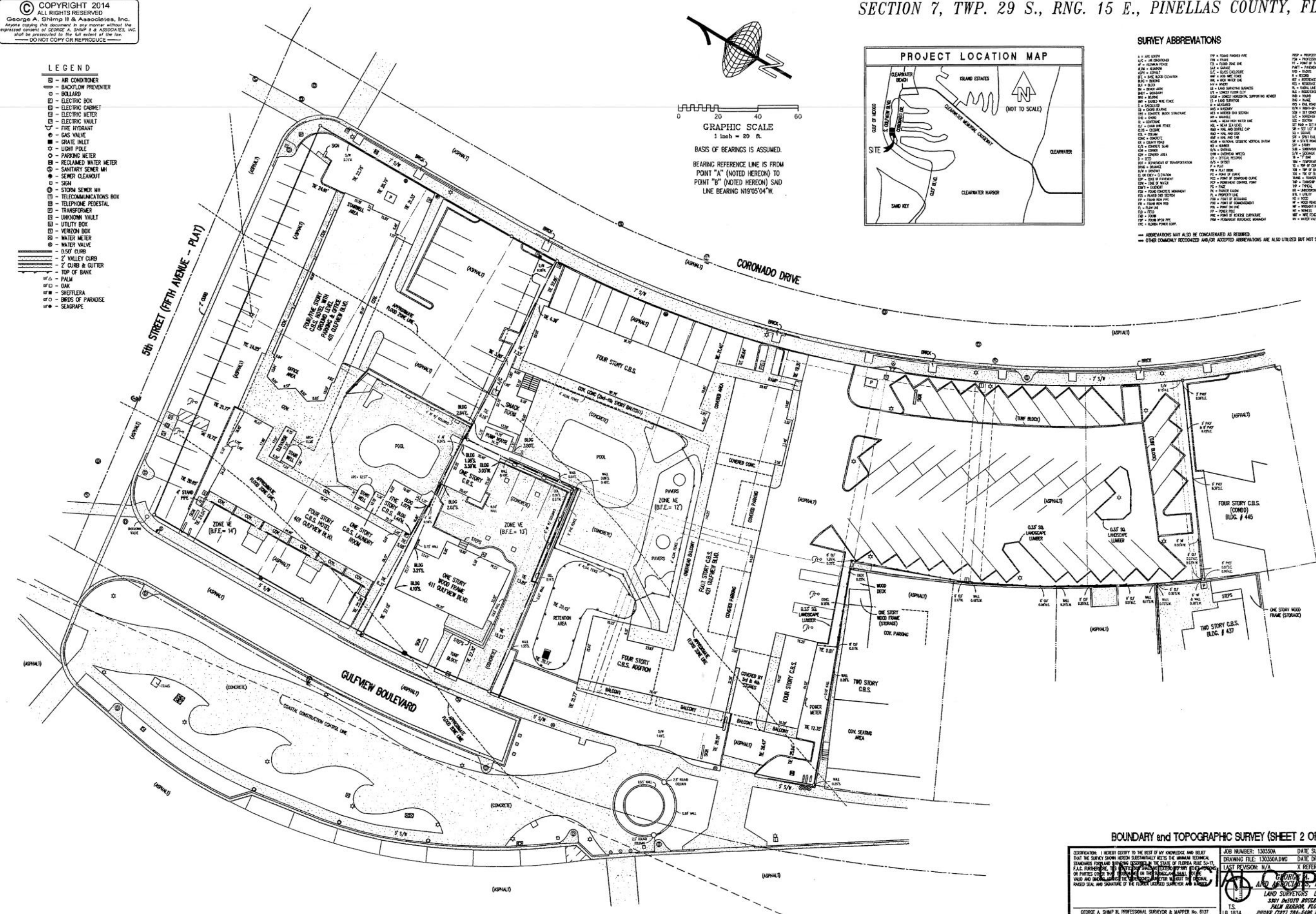
**GRAPHIC SCALE**  
 1 inch = 20 ft.  
 BASIS OF BEARINGS IS ASSUMED.  
 BEARING REFERENCE LINE IS FROM  
 POINT "A" (NOTED HEREON) TO  
 POINT "B" (NOTED HEREON) SAID  
 LINE BEARING N19°05'04"W.



**SURVEY ABBREVIATIONS**

A/C = AIR CONDITIONER	CB = CONCRETE BLOCK	CP = CONCRETE PAVEMENT	CR = CONCRETE REINFORCING	CS = CONCRETE SURFACE	CT = CONCRETE TYPING	CU = CONCRETE UNDERLAYMENT	CV = CONCRETE VENEER	CC = CONCRETE CURB	CD = CONCRETE DRAIN	CE = CONCRETE EDGE	CF = CONCRETE FINISH	CG = CONCRETE GRADE	CH = CONCRETE HATCH	CI = CONCRETE INSULATION	CL = CONCRETE LANDING	CM = CONCRETE MASONRY	CO = CONCRETE OMENT	CPA = CONCRETE PAVING AREA	CPB = CONCRETE PAVING BENCH	CPD = CONCRETE PAVING DRIVE	CPH = CONCRETE PAVING HATCH	CPV = CONCRETE PAVING VENT	CPW = CONCRETE PAVING WALL	CPX = CONCRETE PAVING EXPOSED	CPY = CONCRETE PAVING YIELD	CPZ = CONCRETE PAVING ZONE	CPAA = CONCRETE PAVING AREA AREA	CPAB = CONCRETE PAVING AREA BENCH	CPAC = CONCRETE PAVING AREA CURB	CPAD = CONCRETE PAVING AREA DRIVE	CPAH = CONCRETE PAVING AREA HATCH	CPAV = CONCRETE PAVING AREA VENT	CPAW = CONCRETE PAVING AREA WALL	CPAX = CONCRETE PAVING AREA EXPOSED	CPAY = CONCRETE PAVING AREA YIELD	CPAZ = CONCRETE PAVING AREA ZONE	CPAAZ = CONCRETE PAVING AREA AREA ZONE	CPABZ = CONCRETE PAVING AREA AREA BENCH ZONE	CPACZ = CONCRETE PAVING AREA AREA CURB ZONE	CPADZ = CONCRETE PAVING AREA AREA DRIVE ZONE	CPAHZ = CONCRETE PAVING AREA AREA HATCH ZONE	CPAVZ = CONCRETE PAVING AREA AREA VENT ZONE	CPAWZ = CONCRETE PAVING AREA AREA WALL ZONE	CPAXZ = CONCRETE PAVING AREA AREA EXPOSED ZONE	CPAYZ = CONCRETE PAVING AREA AREA YIELD ZONE	CPAZZ = CONCRETE PAVING AREA AREA ZONE ZONE
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ABBREVIATIONS MAY ALSO BE CONCERNED AS REQUIRED.  
 OTHER COMMONLY RECOGNIZED AND/OR ACCEPTED ABBREVIATIONS ARE ALSO UTILIZED BUT NOT SPECIFIED HEREON.



**BOUNDARY and TOPOGRAPHIC SURVEY (SHEET 2 OF 3)**

<p>STATEMENT: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE SURVEY SHOWN HEREON SUBSTANTIALLY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING PRACTICE IN THE STATE OF FLORIDA AS SET FORTH IN CHAPTER 103, PART 1, F.S. AND THE RULES AND REGULATIONS OF THE BOARD OF LAND SURVEYORS, FLORIDA.</p> <p>DATE SURVEYED: 10/20/13              DATE DRAWN: 11/15/13              LAST REVISION: N/A              X REFERENCE: 130350</p>	<p>JOB NUMBER: 130350A              DRAWING FILE: 130350A.DWG              DRAWN BY: G.A.S.              CHECKED BY: G.A.S.</p>
---	---

GEORGE A. SHIMP II  
 AND ASSOCIATES, INCORPORATED  
 LAND SURVEYORS LAND PLANNERS  
 3301 SANDY BOULEVARD, SUITE D  
 PALM HARBOR, FLORIDA 34683  
 T.S. 10134 PHONE (727) 794-5400 FAX (727) 794-1256  
 GEORGE A. SHIMP II, PROFESSIONAL SURVEYOR & MAPPER No. 6137

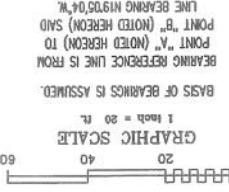


LEGEND

- AIR CONDITIONER
- BACKLASH PREVENTER
- BOLLARD
- BOX
- ELECTRIC BOX
- ELECTRIC CABLET
- ELECTRIC METER
- ELECTRICAL PANEL
- ELECTRICAL VALVE
- FIRE ALARM
- GAS VALVE
- GRAPE MALT
- LIGHT POLE
- PARKING METER
- RECYCLED WATER METER
- SENTRY SIGNAL
- SENTRY SIGNAL METER
- SIGN
- SIGN
- STORM SENSER METER
- TELECOMMUNICATIONS BOX
- TELEPHONE RECEPTACLE
- UNKNOWN VALVE
- UTILITY BOX
- VESICON BOX
- WATER METER
- WATER VALVE
- OLD CURB
- 2 CURB & CUTTER
- PAVA
- OAK
- BRASS OR PARAPET
- SCRAPPE

GENERAL NOTES

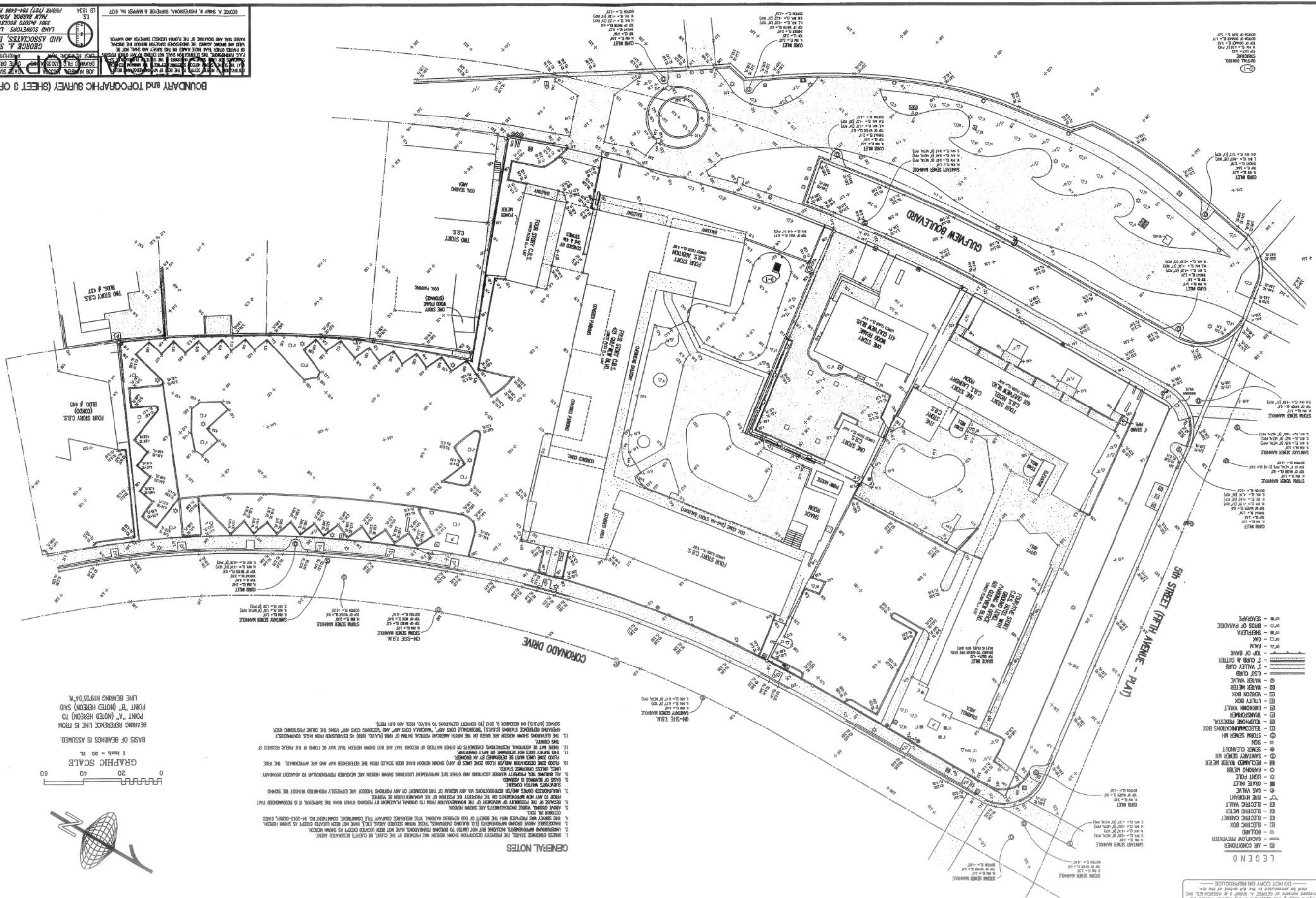
1. THESE GENERAL NOTES, THE PROPERTY DESCRIPTION SHOWN HEREON AND PROVIDED BY THE CLIENT OR CLIENT'S REPRESENTATIVE, HAVE BEEN PROVIDED TO THE SURVEYOR AND HIS FIELD PERSONNEL FOR THEIR INFORMATION AND USE ONLY. THE SURVEYOR HAS REVIEWED THE GENERAL NOTES AND HAS FOUND THEM TO BE CORRECT AND COMPLETE.
2. THE SURVEYOR HAS REVIEWED THE GENERAL NOTES AND HAS FOUND THEM TO BE CORRECT AND COMPLETE.
3. THE SURVEYOR HAS REVIEWED THE GENERAL NOTES AND HAS FOUND THEM TO BE CORRECT AND COMPLETE.
4. THE SURVEYOR HAS REVIEWED THE GENERAL NOTES AND HAS FOUND THEM TO BE CORRECT AND COMPLETE.
5. THE SURVEYOR HAS REVIEWED THE GENERAL NOTES AND HAS FOUND THEM TO BE CORRECT AND COMPLETE.
6. THE SURVEYOR HAS REVIEWED THE GENERAL NOTES AND HAS FOUND THEM TO BE CORRECT AND COMPLETE.
7. THE SURVEYOR HAS REVIEWED THE GENERAL NOTES AND HAS FOUND THEM TO BE CORRECT AND COMPLETE.
8. THE SURVEYOR HAS REVIEWED THE GENERAL NOTES AND HAS FOUND THEM TO BE CORRECT AND COMPLETE.
9. THE SURVEYOR HAS REVIEWED THE GENERAL NOTES AND HAS FOUND THEM TO BE CORRECT AND COMPLETE.
10. THE SURVEYOR HAS REVIEWED THE GENERAL NOTES AND HAS FOUND THEM TO BE CORRECT AND COMPLETE.
11. THE SURVEYOR HAS REVIEWED THE GENERAL NOTES AND HAS FOUND THEM TO BE CORRECT AND COMPLETE.
12. THE SURVEYOR HAS REVIEWED THE GENERAL NOTES AND HAS FOUND THEM TO BE CORRECT AND COMPLETE.
13. THE SURVEYOR HAS REVIEWED THE GENERAL NOTES AND HAS FOUND THEM TO BE CORRECT AND COMPLETE.



GRAPHIC SCALE  
1 inch = 20 ft.  
BASIS OF BEARINGS IS ASSUMED.  
BEARING REFERENCE LINE IS FROM  
POINT "A" (NOTED HEREON) TO  
POINT "B" (NOTED HEREON) SAID  
LINE BEARING N19°05'04" W.

**INNOVATIVE SURVEYING**  
LAND SURVEYORS, LAND PLANNERS  
AND ASSOCIATES, INCORPORATED  
GEORGE A. SHIMP II  
1500 W. GULF BLVD., SUITE 100  
PETERSBURGH, FLORIDA 34484  
PHONE (772) 794-5494 FAX (772) 794-1485  
LP 1834

GEORGE A. SHIMP II, PROFESSIONAL SURVEYOR & MAPPER No. 6177  
15  
THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT AND THE SURVEYOR HAS REVIEWED THE GENERAL NOTES AND HAS FOUND THEM TO BE CORRECT AND COMPLETE.





## EXHIBIT "C"

### COVENANT REGARDING HURRICANE EVACUATION and DEVELOPMENT, USE AND OPERATION DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by **ALANIK PROPERTIES, LLC, ANCO HOLDINGS, LLC, and NIKANA HOLDINGS, LLC**, (collectively "Developer").

Developer is the owner of fee simple title to the real property described in Schedule 1 attached hereto and made a part hereof (hereinafter, the "Real Property"). The City of Clearwater, Florida (the "City"), has amended its Comprehensive Plan to designate Clearwater Beach as a Community Redevelopment District pursuant to the Pinellas County Planning Council Rules in order to implement the provisions of Beach by Design, a plan for the revitalization of Clearwater Beach.

The designation of Clearwater Beach as a Community Redevelopment District (the "Designation") provides for the allocation of Hotel Density Reserve Units as an incentive for the development of mid-size quality hotels. Pursuant to the Designation, the allocation of Hotel Density Reserve Units is subject to compliance with a series of performance standards, including a requirement that resorts containing a hotel developed with Hotel Density Reserve Units shall be closed and all Guests evacuated from such hotels as soon as practicable after the National Hurricane Center posts a hurricane watch that includes Clearwater Beach. The purpose of such evacuation is to ensure that such a hotel is evacuated in advance of the period of time when a hurricane evacuation would be expected in advance of the approach of hurricane force winds.

The City has granted, by City Council Resolution \_\_\_\_\_, passed and approved on \_\_\_\_\_, 2014, Developer's application for Hotel Density Reserve Units pursuant to the Designation, subject to Developer's compliance with the requirements of the Designation. Developer desires for itself, and its successors and assigns, as owner, to establish certain rights, duties, obligations and responsibilities with respect to the use and operation of the Real Property in accordance with the terms and conditions of the allocation of the Hotel Density Reserve Units to the City and the Designation, which rights, duties, obligations and responsibilities shall be binding on any and all successors and assigns and will run with the title to the Real Property.

THEREFORE, in consideration of the covenants and restrictions herein set forth and to be observed and performed, and in further consideration of the allocation of Hotel Density Reserve Units to Developer, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Developer hereby declares, covenants and agrees as follows:

1. Benefit and Enforcement. These covenants and restrictions are made for the benefit of Developer and its successors and assigns and shall be enforceable by them and also for

the benefit of the residents of the City and shall be enforceable on behalf of said residents by the City Council of the City.

2. Covenant of Development, Use and Operation. Developer hereby covenants and agrees to the development, use and operation of the Real Property in accordance with the provisions of this Declaration.

2.1 Use. The use of the resort on the Real Property is restricted as follows:

2.1.1 227 units, 100 of which are units allocated to Developer from the Hotel Density Reserve, shall be used solely for transient occupancy of one month or thirty-one (31) consecutive days or less, must be licensed as a public lodging establishment and classified as a hotel, and must be operated by a single licensed operator of the hotel. No unit shall be used as a primary or permanent residence. Access to the units must be provided through a lobby and internal corridor. A reservation system shall be required as an integral part of the hotel use and there shall be a lobby/front desk area that must be operated as a typical lobby/front desk area for a hotel would be operated. All units shall be required to be submitted to a rental program requiring the units to be available for members of the public as overnight hotel guests on a transient basis at all times. No unit shall have a complete kitchen facility as that term is used in the definition of "dwelling unit" in the Code. Developer shall make available for inspection to authorized representatives of the City its books and records pertaining to each unit upon reasonable notice to confirm compliance with these regulations as allowed by general law. The Developer agrees to comply with the Design Guidelines as set forth in Section VII of Beach by Design.

2.1.2 As used herein, the terms "transient occupancy," "public lodging establishment," "hotel", and "operator" shall have the meaning given to such terms in Florida Statutes Chapter 509, Part I.

2.2 Closure of Improvements and Evacuation. The Hotel developed on the Real Property shall be closed as soon as practicable upon the issuance of a hurricane watch by the National Hurricane Center, which hurricane watch includes Clearwater Beach, and all Hotel guests, visitors and employees other than emergency and security personnel required to protect the resort, shall be evacuated from the Hotel as soon as practicable following the issuance of said hurricane watch. In the event that the National Hurricane Center shall modify the terminology employed to warn of the approach of hurricane force winds, the closure and evacuation provisions of this Declaration shall be governed by the level of warning employed by the National Hurricane Center which precedes the issuance of a forecast of probable landfall in order to ensure that the guests, visitors and employees will be evacuated in advance of the issuance of a forecast of probable landfall.

3 Effective Date. This Declaration shall become effective upon issuance of all building permits required to build the project ("Project") and Developer's commencement of construction of the Project, as evidenced by a Notice of Commencement for the Project. This Declaration shall expire and terminate automatically if and when the allocation of Reserve Units to the Developer expires or is terminated.

4 Governing Law. This Declaration shall be construed in accordance with and governed by the laws of the State of Florida.

5 Recording. This Declaration shall be recorded in the chain of title of the Real Property with the Clerk of the Courts of Pinellas County, Florida.

6 Attorneys' Fees. Developer shall reimburse the City for any expenses, including reasonable attorneys' fees, which are incurred by the City in the event that the City determines that it is necessary and appropriate to seek judicial enforcement of this Declaration and the City obtains relief, whether by agreement of the parties or through order of a court of competent jurisdiction.

7 Severability. If any provision, or part thereof, of this Declaration or the application of this Declaration to any person or circumstance will be or is declared to any extent to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision or portion thereof to any person or circumstance, shall not be affected thereby, and each and every other provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

In the Presence of:

  
Print Name Dave Miller  
As to "Developer"

ALANIK PROPERTIES, LLC, ANCO  
HOLDINGS, LLC, and NIKANA  
HOLDINGS, LLC

  
Print Name RICHARD SNYDER

By:   
Martin R. Cole

CITY OF CLEARWATER, FLORIDA

By: \_\_\_\_\_  
William B Home II,  
City Manager

Attest:

\_\_\_\_\_  
Rosemarie Call, CMC, City Clerk

Countersigned:

\_\_\_\_\_  
George N. Cretekos, Mayor

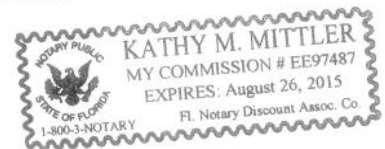
Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing Declaration was acknowledged before me this 11 day of Sept, 2014,  
by Martin R. Cole, on behalf of Alanik Properties, LLC, Anco Holdings, LLC, and Nikana  
Holdings, LLC. He is  personally known to me or has [ ] produced  
\_\_\_\_\_ as identification.

Kathy Mittler  
Print: KATHY MITTLER  
Notary Public – State of Florida  
My Commission Expires:



**SCHEDULE "A"**  
**PROJECT LEGAL DESCRIPTION**

PARCEL 1:

LOT 75 LESS THE NORTH 10 FEET THEREOF AND ALL OF LOTS 76 AND 77; THAT PART OF LOT 123 OF LLOYD-WHITE-SKINNER SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGES 12 AND 13, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 123 AND RUNNING THENCE ALONG ITS EASTERLY BOUNDARY, 25 FEET; THENCE WESTERLY IN A STRAIGHT LINE TO A POINT IN THE WESTERLY BOUNDARY OF SAID LOT, WHICH IS MIDWAY BETWEEN ITS NORTHWEST AND SOUTHWEST CORNERS; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT, 25 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT; THENCE EASTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID LOT TO THE POINT OF BEGINNING.

AND

LOTS 124, 125, 126 AND 127, LLOYD-WHITE-SKINNER SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGES 12 AND 13, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THAT PART OF LOT 127 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT AND RUNNING EASTERLY 3 FEET ALONG THE NORTH BOUNDARY; THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH ALONG THE WESTERLY BOUNDARY TO THE POINT OF BEGINNING.

AND

LOTS 128 AND 129, LLOYD-WHITE-SKINNER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGES 12 AND 13, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PARCEL 2:

LOTS 72, 73, 121, 122 AND THE NORTH ONE-HALF OF LOT 123, LLOYD-WHITE-SKINNER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGES 12 AND 13, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PARCEL 3:

LOT 74 AND THE NORTH 10 FEET OF LOT 75, LLOYD-WHITE-SKINNER SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGES 12 AND 13, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

TOTAL COMBINED SITE AREA CONTAINS 86,880 SQUARE FEET OR 1.99 ACRES, MORE OR LESS

**EXHIBIT "D"**

**COVENANT OF UNIFIED USE**

PLEASE RETURN RECORDED DOCUMENT TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COVENANT OF UNIFIED USE**

THIS COVENANT OF UNIFIED USE (the "Covenant") is executed this 24<sup>th</sup> day of September, 2014, by \_\_\_\_\_ ("Developer").

**WITNESSETH:**

WHEREAS, Developer is the owner of the real property legally described on Schedule "A" attached hereto and incorporated herein by reference (the "Real Property"); and

WHEREAS, Developer and the City of Clearwater, Florida (the "City") are parties to that certain Hotel Density Reserve Development Agreement dated September 24, 2014 (the "Agreement"), pursuant to which the City has agreed that Developer may develop and construct upon the Real Property a hotel project as described in the Agreement (the "Project"); and

WHEREAS, Developer intends to develop and operate the Real Property for a unified use, as more particularly described in this Covenant.


NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby agree that, effective as of the date on which Developer receives all permits required to construct the Project and Developer commences construction thereof, as evidenced by a Notice of Commencement for the Project, the Real Property shall be developed and operated as a limited-service hotel project, as described in the Agreement. The restrictions set forth in the preceding sentence shall expire automatically when and if Developer's allocation of additional hotel units (as defined in the Agreement) expires or is terminated. Nothing in this Agreement shall require Developer to develop the Project or restrict Developer's ability to sell, assign, transfer or otherwise convey its right in and to the Real Property or any portion or portions thereof to unrelated third-parties. Developer agrees that the City shall have the right to enforce the terms and conditions of this Agreement.

Notwithstanding the foregoing, all Hotel Units may be operated by a single hotel operator.




In the Presence of:


  
Print Name DAVE MILLER

  
Print Name RICHARD SNYDER  
As to "Developer"

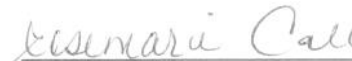
Alanik Properties, LLC, Anco Holdings, LLC, and Nikana Holdings, LLC

By:   
Martin R. Cole

CITY OF CLEARWATER, FLORIDA


By:   
William B Home II,  
City Manager

Attest:


  
Rosemarie Call, CMC, City Clerk



Countersigned:

  
George N. Cretokos, Mayor

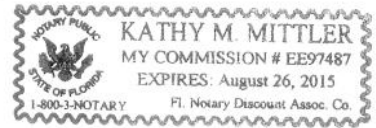
Approved as to Form:

  
Camilo A. Soto  
Assistant City Attorney

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing Declaration was acknowledged before me this 11 day of Sept, 2014, by Martin R. Cole, on behalf of Alanik Properties, LLC, Anco Holdings, LLC, and Nikana Holdings, LLC. He is  personally known to me or has  produced \_\_\_\_\_ as identification.

Kathy Mittler  
Print: KATHY MITTLER  
Notary Public – State of Florida  
My Commission Expires:



**SCHEDULE "A"**  
**PROJECT LEGAL DESCRIPTION**

PARCEL 1:

LOT 75 LESS THE NORTH 10 FEET THEREOF AND ALL OF LOTS 76 AND 77; THAT PART OF LOT 123 OF LLOYD-WHITE-SKINNER SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGES 12 AND 13, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 123 AND RUNNING THENCE ALONG ITS EASTERLY BOUNDARY, 25 FEET; THENCE WESTERLY IN A STRAIGHT LINE TO A POINT IN THE WESTERLY BOUNDARY OF SAID LOT, WHICH IS MIDWAY BETWEEN ITS NORTHWEST AND SOUTHWEST CORNERS; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT, 25 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT; THENCE EASTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID LOT TO THE POINT OF BEGINNING.

AND

LOTS 124, 125, 126 AND 127, LLOYD-WHITE-SKINNER SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGES 12 AND 13, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THAT PART OF LOT 127 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT AND RUNNING EASTERLY 3 FEET ALONG THE NORTH BOUNDARY; THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH ALONG THE WESTERLY BOUNDARY TO THE POINT OF BEGINNING.

AND

LOTS 128 AND 129, LLOYD-WHITE-SKINNER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGES 12 AND 13, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PARCEL 2:

LOTS 72, 73, 121, 122 AND THE NORTH ONE-HALF OF LOT 123, LLOYD-WHITE-SKINNER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGES 12 AND 13, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PARCEL 3:

LOT 74 AND THE NORTH 10 FEET OF LOT 75, LLOYD-WHITE-SKINNER  
SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN  
PLAT BOOK 13, PAGES 12 AND 13, OF THE PUBLIC RECORDS OF  
PINELLAS COUNTY, FLORIDA.

TOTAL COMBINED SITE AREA CONTAINS 86,880 SQUARE FEET OR 1.99  
ACRES, MORE OR LESS.