

HOTEL DENSITY RESERVE DEVELOPMENT AGREEMENT

THIS HOTEL DENSITY RESERVE DEVELOPMENT AGREEMENT ("Agreement") is dated the _____ of _____, 2014, and entered into between **DECADE SEA CAPTAIN, LLC** ("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 .831 acres of real property (.659 zoned "T" and .172 zoned "LMDR") ("Property") in the corporate limits of the City, more particularly described on Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the Property was the subject of DVA2010-08001 which was approved by the City Council on January 13, 2011 for the allocation of 53 units from the Hotel Density Reserve; and

WHEREAS, an amendment to DVA2010-08001 with application number DVA2010-08001A (53 units from the Hotel Density Reserve) was approved by the City Council on June 19, 2013; and

WHEREAS, the Developer desires to enter into this Development Agreement with the City to develop the Property by demolishing existing hotel rooms and other uses in order to construct 98 overnight accommodation units, meeting space for guest use, pool, new lobby and parking, generally conforming to the architectural elevation dimensions shown in composite Exhibit "B"; and

WHEREAS, DVA2010-08001 allocated 53 units from the Hotel Density Reserve;

this agreement terminates DVA2010-08001 and FLD 2013-02007, and returns those units to the reserve; and

WHEREAS, upon completion the planned resort will contain 98 overnight accommodation units, which includes 66 units from the available Hotel Density Reserve ("Reserve Units"); and

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 _____, 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 is zoned Tourist (T) and Low Medium Density residential (LMDR) with respective future land use designations of Resort Facilities High (RFH) and Residential Urban (RU).

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 40 Devon Dr., Clearwater, FL 33767, as further described in Exhibit "A".

SECTION 4. Scope of Project.

4.1 The Project shall consist of 98 overnight accommodation units. Of the 98 overnight accommodation units, 66 units shall be from the Hotel Density Reserve.

4.2 The Project shall include a minimum of 118 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 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 100 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:

6.1.3.2 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 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. Access to overnight accommodation units must be provided through a lobby and internal corridor. All units in the hotel shall be made available to the public as overnight transient hotel guests 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. Units in the hotel shall not 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 a.m., 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 66 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. Termination of Prior Development Agreements. DVA2010-08001 and DVA2010-08001A, are hereby terminated. This Termination shall be binding on the parties hereto and their respective successors and assigns.

SECTION 12. 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 13. 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 14. 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: Decade Sea Captain, LLC
13555 Bishops Ct.,
Brookfield, WI 53005

With Copy to: Brian J. Aungst, Jr., Esq.
Macfarlane Ferguson & McMullen, P.A.
625 Court St., Suite 200
Clearwater, FL 33755

If to City: City of Clearwater, City Manager
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 (3rd) 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 15. Assignments.

15.1 By the Developer:

15.1.1 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.

15.1.2 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.

15.1.3 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.

15.1.4 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.

15.2 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 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 23. 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 24. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida.

SECTION 25. 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 the Presence of:

DECADE SEA CAPTAIN, LLC, a limited liability company

Print Name_____

By: _____
Name:
Title:

Print Name_____
As to "Developer"

CITY OF CLEARWATER, FLORIDA

Print Name: _____

By: _____
William B Home II,
City Manager

Print Name_____
As to "City"

Attest:

Rosemarie Call, CMC, City Clerk

Countersigned:

George N. Cretekos, Mayor

Approved as to Form:

Camilo Soto, Assistant City Attorney

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing Declaration was acknowledged before me this ____ day of _____, 2014, by _____, as _____ of Decade Sea Captain, LLC, on behalf of the aforesaid entity. He is [] personally known to me or has [] produced _____ as identification.

Print: _____
Notary Public – State of Florida
My Commission Expires:

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by WILLIAM B. HORNE, II, as City Manager of the City of Clearwater, Florida, who is [] personally known to me or who has [] produced _____ as identification.

Print: _____
Notary Public – State of Florida
My Commission Expires:

EXHIBIT "A"
PROJECT LEGAL DESCRIPTION

Lots 1 and 2, BAYSIDE SUBDIVISION, as recorded in Plat Book 23, Page 18 and 19, of the Public Records of Pinellas County, Florida. Together with a tract of land lying in Section 8, Township 29 South, Range 15 East, Pinellas County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Water Lot 1, CITY PARK SUBDIVISION, as recorded in Plat Book 23, Page 37, Public Records of Pinellas County, Florida; thence West, along the East and West centerline of said Section 8, a distance of 15.00 feet to the Easterly right-of-way of Coronado Drive; thence S.05°32'30"W. along said Easterly right-of-way of Coronado Drive, a distance of 116.26 feet to the Northerly right-of-way of First Avenue; thence S.84°25'33"E. along said North right-of-way of First Avenue, a distance of 99.92 feet to the point of beginning; thence N.05°43'48"E., a distance of 178.11 feet to a point on the centerline of an existing concrete seawall; thence along said centerline of the existing concrete seawall the following Eleven (11) courses and distances: (1) S.83°26'46"E., a distance of 78.43 feet, (2) Easterly along a curve to the right having a radius of 195.34 feet, an arc of 29.59 feet, a chord of 29.56 feet and a chord bearing of S.78°08'53"E., (3) Southeasterly along a curve to the right having a radius of 184.81 feet, an arc of 39.63 feet, a chord of 39.55 feet and a chord bearing of S.67°23'14"E., (4) S.55°02'38"E., a distance of 11.52 feet, (5) S.52°13'39"E., a distance of 15.22 feet, (6) Southeasterly along a curve to the right having a radius of 210.97 feet, an arc of 39.26 feet, a chord of 39.20 feet and a chord bearing of S.45°10'29"E., (7) S.31°18'16"E., a distance of 21.66 feet, (8) S.30°11'51"E., a distance of 11.36 feet, (9) S.30°23'47"E., a distance of 44.42 feet, (10) S.30°40'13"E., a distance of 36.72 feet, (11) Southeasterly along a curve to the right having a radius of 198.30 feet, an arc of 14.06 feet, a chord of 14.06 feet and a chord bearing of S.27°09'16"E. to the South boundary line of aforesaid Lot 2 (as occupied); thence N.84°27'50"W. along said South boundary line of Lot 2 (as occupied), a distance of 104.63 feet; thence S.70°43'12"W., a distance of 45.94 feet to aforesaid North right-of-way of First Avenue; thence N.84°27'30"W, along said North right-of-way of First Avenue, a distance of 128.11 feet to the Point of Beginning. Containing 0.83 acres, more or less.

ALSO:

A PART OF that tract, piece or parcel of land which adjoins said Lots 1 and 2, BAYSIDE SUBDIVISION, as recorded in Plat Book 23, Pages 18 and 19, of the Public Records of Pinellas County, Florida, and lies between Lots 1 and 2 and the bulkhead line shown on the map or plat above referenced to, said land being more particularly described as follows:

Beginning at the SE Corner of Lot 2 and run thence S.84°27'04"E. 15 feet to the bulkhead line shown on said map or plat; thence along said bulkhead line and a curve to the left, having a radius of 223.53 feet, an arc of 70.73 feet, a chord of

70.44 feet and a chord bearing of N.25°12'05"W., to the point of intersection of said bulkhead line with the projection of the North property line of said Lot 2, said point being 35 feet east of the northeast corner of said Lot 2; thence continue along said bulkhead line and a curve to the left, having a radius of 223.53 feet, an arc of 83.28 feet, a chord of 82.80 feet and a chord bearing of N.44°56'24"W., to the intersection of said bulkhead line with the centerline of an existing concrete seawall; thence along said centerline of the existing concrete seawall with the following: along a curve to the right, having a radius of 210.97, an arc of 13.54 feet, a chord of 13.54 feet and a chord bearing of S.41°40'59"E.; thence S.31°18'16"E. 21.66 feet; thence S.30°11'51"E. 11.36 feet; thence S.30°23'47"E. 44.42 feet; thence S.30°40'13"E. 36.72 feet; thence along a curve to the right, having a radius of 198.30 feet, an arc of 14.06 feet, a chord of 14.06 feet and a chord bearing of S.27°09'16"E., to the Point of Beginning. Containing 0.045 acres, more or less.

EXHIBIT "B"

Survey, Conceptual Site Plan, and Architectural Drawings

SURVEYOR'S REPORT:

- THE INTENT OF THIS BOUNDARY SURVEY IS TO MAKE A DETERMINATION OF THE POSITION OF THE BOUNDARY OF REAL PROPERTY IN ACCORDANCE WITH THE REAL PROPERTY DESCRIPTION SHOWN IN THIS REPORT (SEE LEGAL DESCRIPTION) AND SHOW THE SPATIAL RELATIONSHIP OF EXISTING VISIBLE ABOVE GROUND FEATURES TO THE PROPERTY BOUNDARY.
- SURVEY MAPS AND REPORTS OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- THE SURVEY MAP AND REPORT OR COPIES THEREOF ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED.
- THE ACCURACY STANDARD USED FOR THIS SURVEY, AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (5J-17 FAC), IS "COMMERCIAL/HIGH RISK", THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 10,000 FEET. THIS SURVEY EXCEEDS THIS STANDARD.
- HORIZONTAL CONTROL MEASUREMENTS WERE MADE WITH A TRANSIT AND STEEL TAPE, OR DEVICES WITH EQUIVALENT OR HIGHER DEGREES OF ACCURACY.
- BEARINGS FOR THIS BOUNDARY SURVEY ARE BASED UPON THE MONUMENTED NORTHERLY RIGHT OF WAY LINE OF DEVON DRIVE (FIRST AVENUE) BEING S 84°27'30" E ACCORDING TO RECORDED DOCUMENTS.
- UNLESS OTHERWISE INDICATED, THE PROPERTY DESCRIPTION AND EASEMENTS SHOWN WERE FURNISHED TO DEUEL & ASSOCIATES AND ARE PRESUMED TO BE CORRECT. NO SEARCH OF ANY PUBLIC RECORDS, FOR EASEMENTS, DEEDS, ETC., WAS PERFORMED BY THIS FIRM FOR THE COMPLETION OF THIS SURVEY AND THERE MAY BE ADDITIONAL RESTRICTIONS THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- THE LEGAL DESCRIPTION SHOWN HEREON IS TAKEN FROM A COMMITMENT FOR TITLE INSURANCE, FIRST AMERICAN FILE NUMBER: 2061-3151563, EFFECTIVE DATE APRIL 02, 2014 AT 8:00 AM, BY FIRST AMERICAN TITLE TITLE INSURANCE COMPANY. THE FOLLOWING ARE SCHEDULE B II EXCEPTIONS: (DEUEL & ASSOCIATES RESPONSE)
 - Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment. (NOT A MATTER OF SURVEY)
 - Any rights, interests, or claims of parties in possession of the land not shown by the public records. (NOT A MATTER OF SURVEY)
 - Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land. (SEE MAP OF SURVEY)
 - Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records. (NOT A MATTER OF SURVEY)
 - Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water. (NOT A MATTER OF SURVEY)
 - Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy. (NOT A MATTER OF SURVEY)
 - Any minerals or mineral rights leased, granted or retained by current or prior owners. (NOT A MATTER OF SURVEY)
 - Taxes and assessments for the year 2014 and subsequent years, which are not yet due and payable. (NOT A MATTER OF SURVEY)
 - Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of BAY SIDE SUBDIVISION, as recorded in Plat Book 23, Page(s) 18 and 19, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c). (SEE MAP OF SURVEY)
- Declaration of Covenants, Conditions, Restrictions and Easements, including any amendments or modifications thereto, recorded in Deed Book 809, Page 604, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c). (SEE MAP OF SURVEY)
- Oil, gas and mineral reservations contained in Deed from The Trustees of the Internal Improvement Fund, State of Florida recorded in Deed Book 1310, Page 188. Note: The right of entry and exploration has been released pursuant to S270.11.F.S. (NOT IN SECTION 8, NOT A MATTER OF SURVEY)
- Covenants and Conditions as set forth in Quit Claim Deed from the City of Clearwater, Florida recorded in Deed Book 1324, Page 409. (NOT A MATTER OF SURVEY)
- Easement granted to City of Clearwater, Florida by instrument recorded in Book 2759, Page 107. (SEE MAP OF SURVEY)
- Terms and conditions of the Development Agreement between Sea Captain, a Florida General Partnership and City of Clearwater, Florida recorded in Book 17190, Page 2030, as amended by First Amended and Restated Development Agreement recorded in Book 18097, Page 966. (NOT A MATTER OF SURVEY)
- Easement granted to Florida Power Corporation by instrument recorded in Book 17367, Page 1708. (SEE MAP OF SURVEY)
- Rights of the United States Government to that part of the Land, if any, being artificially filled in land in what was formerly navigable waters arising by reason of the United States Government control over navigable waters in the interest of navigation and commerce. (NOT A MATTER OF SURVEY)
- Any adverse ownership claim by the State of Florida by right of sovereignty to any part of the Land that is, as of the Date of Policy or was at any time previously, under water (submerged). (NOT A MATTER OF SURVEY)
- Any adverse claim to any portion of the land which has been created by artificial means or has accreted to any such portion so created. (NOT A MATTER OF SURVEY)
- The policy does not insure title to any part of the Land lying below the Mean High Water Line of the abutting body of water. (NOT A MATTER OF SURVEY)
- Riparian and/or littoral rights are not insured. (NOT A MATTER OF SURVEY)
- Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s). (NOT A MATTER OF SURVEY)
- USE OF THIS SURVEY BY ANYONE OTHER THAN THOSE PREPARED FOR/CERTIFIED TO, WILL BE THE RE-USERS SOLE RISK WITHOUT LIABILITY TO THE SURVEYOR.
- THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY OR MAY NOT BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- SHOWN ANYWHERE ON THE SURVEY, THE WORD "CERTIFY" IS UNDERSTOOD TO BE AN EXPRESSION OF A PROFESSIONAL OPINION BASED UPON THE SURVEYOR'S BEST KNOWLEDGE, INFORMATION AND BELIEF, AND THAT IT THUS CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY.
- ON THE FIELD DATE SHOWN HEREON, THERE WAS NO OBSERVED EVIDENCE OF THE LOCATION OR EXISTENCE OF ANY JURISDICTIONAL, HAZARDOUS OR ENVIRONMENTALLY SENSITIVE AREAS.
- INFORMATION FOR ADJOINING PROPERTIES AND ADDRESSES SHOWN ARE TAKEN FROM PINELLAS COUNTY PROPERTY APPRAISERS WEBSITE AT WWW.PCPAO.ORG, ON 12/32/2013.
- THE SUBJECT PROPERTY IS SITUATED IN AE, ELEVATION = 11', AE, ELEVATION = 12' AND VE ELEVATION = 13', ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NUMBER 12103C01020, EFFECTIVE DATE SEPTEMBER 3, 2003. DEUEL & ASSOCIATES AND THE SIGNING SURVEYOR HERON ASSUMES NO LIABILITY FOR THE ACCURACY OF THIS DETERMINATION. THE AUTHOR OF THE MAP, THE FEDERAL EMERGENCY MANAGEMENT AGENCY, OR THE LOCAL GOVERNMENTAL AGENCY HAVING JURISDICTION OVER SUCH MATTERS SHOULD BE CONTACTED PRIOR TO ANY JUDGMENTS BEING MADE FROM THIS INFORMATION. THE ABOVE REFERENCED MAP STATES IN THE NOTES TO THE USER THAT "THIS MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM" AND "THAT BASE FLOOD ELEVATIONS (BFE) SHOWN REPRESENT ROUNDED WHOLE-FOOT ELEVATIONS AND THEREFORE MAY NOT EXACTLY REFLECT THE FLOOD ELEVATION DATA PRESENTED IN THE FLOOD INSURANCE STUDY (FIS) REPORT". THE FIS REPORT WAS NOT CONSULTED FOR THIS SURVEY.
- THIS SURVEY IS BASED ON U.S. SURVEY FEET.
- NO EXCAVATION WAS PERFORMED TO VERIFY THE LOCATION OR EXISTENCE OF ANY UNDERGROUND UTILITIES, ENCROACHMENTS, IMPROVEMENTS, STRUCTURES OR FOUNDATIONS. UNDERGROUND UTILITY LINE LOCATIONS (IF SHOWN HEREON) ARE BASED UPON UTILITY PROVIDER ATLAS AND VISIBLE SURFACE EVIDENCE.

LEGAL DESCRIPTION(FROM TITLE COMMITMENT)

The land referred to herein below is situated in the County of Pinellas, State of Florida, and is described as follows:

Begin at the Southwest Corner of Water Lot 1 of CITY PARK SUBDIVISION, as recorded in Plat Book 23, Page 37, Public Records of Pinellas County, Florida, and run thence West along the East and West center line of Section 8, Township 29 South, Range 15 East, 15 feet to the Easterly line of Coronado Drive, Thence S. 05°32'30" W., 116.26 feet to the Easterly line of First Avenue; thence S. 84°27'30" E., 228.00 feet along the Easterly line of First Avenue, to the Easterly line of Hamilton Drive; thence N. 05°32'30" E., 87.59 feet along said Easterly line; thence along a curve to the right, chord bearing N. 50°32'30" E., 21.21 feet, arc equals 23.56 feet and radius equals 15 feet; thence S. 84°27'30" E., 27.00 feet; thence N.05°32'30" E., 39.89 feet to the East and West center line of Section 8, Township 29 South, Range 15 East, and the high water mark in Clearwater Harbor; thence Westerly and Northerly along the said high water mark to a point lying N. 04°25'11" W., 71.53 feet from the Point of Beginning; LESS THE FOLLOWING DESCRIBED TRACT: Begin at the SW Corner of Water Lot 1 of CITY PARK SUBDIVISION, as recorded in Plat Book 23, Page 37, Public Records of Pinellas County, Florida, and run thence West along the East and West center line of Section 8, Township 29 South, Range 15 East, 15 feet to the Easterly line of Coronado Drive; thence S. 05°32'30" W., 116.26 feet to the Easterly line of First Avenue; thence S. 84°27'30" E., 100.00 feet along the Easterly line of First Avenue; thence N. 05°32'30" E., to the high water mark in Clearwater Harbor; thence Westerly and Northerly along the said high water mark to a point lying N. 04°25'11" W., 71.53 feet from the Point of Beginning; thence S. 04°25'11" E., 71.53 feet to the Point of Beginning.

ALSO:

LOT ONE OF BAYSIDE SUBDIVISION, as recorded in Plat Book 23, Pages 18 and 19, Public Records of Pinellas County, Florida.

ALSO:

LOT TWO OF BAYSIDE SUBDIVISION, as recorded in Plat Book 23, Pages 18 and 19, Public Records of Pinellas County, Florida.

ALSO:

ALL that tract, piece or parcel of land which adjoins said Lot Two and lies between Lot Two and the bulkhead line shown on the map or plat above referred to, said land being more particularly described as follows: Beginning at the Southeast Corner of Lot Two and run thence East 15 feet, more or less, to the bulkhead line shown on said map or plat; thence Northwesterly along said bulkhead line to the intersection of said bulkhead line with the projection of the North property line of said Lot Two; thence run West along said projected North boundary line to the intersection of the East property line and said projection a distance of 35 feet, more or less; thence Southeasterly a distance of 81.35 feet, more or less, to the Point of Beginning.

ALSO:

ALL that tract, piece or parcel of land which adjoins said Lot One (1) of BAYSIDE SUBDIVISION, according to the revised map or plat thereof as recorded in Plat Book 23, Pages 18 and 19, of the Public Records of Pinellas County, Florida, and which lies between said Lot One (1) and the bulkhead line shown on the map or plat above referred to, said land being more particularly described as follows: Beginning at the Southeast Corner of said Lot One, run thence East 35 feet, more or less, to the bulkhead line shown on said map or plat; thence Northwesterly along said bulkhead line to the intersection of said bulkhead line with a Northerly projection of the West property line of said Lot One; thence run South along said Northerly projection of the West property line of said Lot One to the Northerly corner of said Lot One; thence Southeasterly along the Northeasterly boundary line of said Lot One a distance of 62.30 feet, more or less, to the Point of Beginning.

TOGETHER WITH that portion of Hamilton (Hamden) Drive, Clearwater Beach, Florida, vacated by action of the City Commission of the City of Clearwater as set forth in Resolution No. 67-94, adopted October 16, 1967, and recorded in the Public Records of Pinellas County, Florida.

All of the foregoing property also being further described with the following description, the same having been established by that certain deed of conveyance from the City of Clearwater to SEA CAPTAIN, a Florida general partnership dated March 10, 2005, recorded in O.R. Book 14183; Page 150, Public Records of Pinellas County, Florida, to-wit:

Lots 1 and 2, BAYSIDE SUBDIVISION, as recorded in Plat Book 23, Page 18 and 19, of the Public Records of Pinellas County, Florida. Together with a tract of land lying in Section 8, Township 29 South, Range 15 East, Pinellas County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Water Lot 1, CITY PARK SUBDIVISION, as recorded in Plat Book 23, Page 37, Public Records of Pinellas County, Florida; thence West, along the East and West centerline of said Section 8, a distance of 15.00 feet to the Easterly right-of-way of Coronado Drive; thence S.05°32'30" W., along said Easterly right-of-way of Coronado Drive, a distance of 116.26 feet to the Easterly right-of-way of First Avenue; thence S.84°27'30" E., along said North right-of-way of First Avenue, a distance of 228.00 feet to the point of beginning; thence N.05°43'48"E., a distance of 178.11 feet to a point on the centerline of an existing concrete seawall; thence along said centerline of the existing concrete seawall the following Eleven (11) courses and distances: (1) S.83°26'46"E., a distance of 78.43 feet, (2) Easterly along a curve to the right having a radius of 195.34 feet, an arc of 29.59 feet, a chord bearing of S.78°08'53"E., (3) Southeasterly along a curve to the right having a radius of 184.81 feet, an arc of 39.63 feet, a chord of 39.55 feet and a chord bearing of S.67°23'14"E., (4) S.55°02'38"E., a distance of 11.52 feet, (5) S.52°13'39"E., a distance of 15.22 feet, (6) Southeasterly along a curve to the right having a radius of 210.97 feet, an arc of 39.26 feet, a chord of 39.20 feet and a chord bearing of S.45°10'29"E., (7) S.31°18'16"E., a distance of 21.66 feet, (8) S.30°40'13"E., a distance of 11.36 feet, (9) S.30°23'47"E., a distance of 44.42 feet, (10) S.30°40'13"E., a distance of 36.72 feet, (11) Southeasterly along a curve to the right having a radius of 198.30 feet, an arc of 14.06 feet, a chord of 14.06 feet and a chord bearing of S.27°09'16"E., to the South boundary line of aforesaid Lot 2 (as occupied); thence N.84°27'30"W, along said South boundary line of Lot 2 (as occupied), a distance of 104.63 feet; thence S.70°43'12"W., a distance of 45.94 feet to aforesaid North right-of-way of First Avenue; thence N.84°27'30"W, along said North right-of-way of First Avenue, a distance of 128.00 feet to the Point of Beginning.

TOGETHER WITH that portion of Hamilton (Hamden) Drive, Clearwater Beach, Florida, vacated by action of the City Commission of the City of Clearwater as set forth in Resolution No. 67-94, adopted October 16, 1967, and recorded in the Public Records of Pinellas County, Florida.

The following is a description of the uplands lying between the existing seawall and the Deed described boundary lines.

Begin at the SW corner of Water Lot 1 of CITY PARK SUBDIVISION, as recorded in Plat Book 23, Page 37, Public Records of Pinellas County, Florida, and run thence along the East and West centerline of Section 8, Township 29 South, Range 15 East, Pinellas County, Florida, 15 feet to the Easterly line of Coronado Drive; thence S.05°32'30" W. 116.26 feet to the Easterly line of First Avenue; thence S.84°27'30" E. 228.00 feet along the Easterly line of First Avenue, and the Point of Beginning of the upland description:

thence N.05°32'30" E. 178.84 feet to a point on the seawall, said point also being Point "A" for the submerged land description; thence running with the seawall the following courses: S.83°42'47" E. 78.40 feet; thence along the arc of a curve to the right having a radius of 159.25 feet, a delta of 36°34'54", arc of 101.68 feet, chord of 99.96 feet, bearing S.69°25'02" E.; thence S.47°07'53" E. 12.96 feet; thence along a curve to the right having a radius of 116.10 feet, a delta of 16°50'13", arc of 34.12 feet, chord of 33.99 feet, bearing S.38°42'46" E.; thence S.30°17'39" E. 107.53 feet; thence along a curve to the right having a radius of 52.45 feet, a delta of 8°29'14", arc of 7.71 feet, chord of 7.70 feet, bearing S.28°05'03" E. to the intersection of the South property line of said Lot 2; thence leaving said point, non tangent to the previous course, run along the South line of said Lot 2, N.84°27'30" W. a distance 104.21 feet to a point; thence run S.70°27'50" W. a distance of 45.94 feet to a point of intersection with the Northerly right-of-way line of First Avenue; thence along said right-of-way line a distance of 128.00 feet, N.84°27'30" W. to the Point of Beginning.

thence N.05°32'30" E. 178.84 feet to a point on the seawall, said point also being Point "A" for the submerged land description; thence running with the seawall the following courses: S.83°42'47" E. 78.40 feet; thence along the arc of a curve to the right having a radius of 159.25 feet, a delta of 36°34'54", arc of 101.68 feet, chord of 99.96 feet, bearing S.69°25'02" E.; thence S.47°07'53" E. 12.96 feet; thence along a curve to the right having a radius of 116.10 feet, a delta of 16°50'13", arc of 34.12 feet, chord of 33.99 feet, bearing S.38°42'46" E.; thence S.30°17'39" E. 107.53 feet; thence along a curve to the right having a radius of 52.45 feet, a delta of 8°29'14", arc of 7.71 feet, chord of 7.70 feet, bearing S.28°05'03" E. to the intersection of the South property line of said Lot 2; thence leaving said point, non tangent to the previous course, run along the South line of said Lot 2, N.84°27'30" W. a distance 104.21 feet to a point; thence run S.70°27'50" W. a distance of 45.94 feet to a point of intersection with the Northerly right-of-way line of First Avenue; thence along said right-of-way line a distance of 128.00 feet, N.84°27'30" W. to the Point of Beginning.

thence N.05°32'30" E. 178.84 feet to a point on the seawall, said point also being Point "A" for the submerged land description; thence running with the seawall the following courses: S.83°42'47" E. 78.40 feet; thence along the arc of a curve to the right having a radius of 159.25 feet, a delta of 36°34'54", arc of 101.68 feet, chord of 99.96 feet, bearing S.69°25'02" E.; thence S.47°07'53" E. 12.96 feet; thence along a curve to the right having a radius of 116.10 feet, a delta of 16°50'13", arc of 34.12 feet, chord of 33.99 feet, bearing S.38°42'46" E.; thence S.30°17'39" E. 107.53 feet; thence along a curve to the right having a radius of 52.45 feet, a delta of 8°29'14", arc of 7.71 feet, chord of 7.70 feet, bearing S.28°05'03" E. to the intersection of the South property line of said Lot 2; thence leaving said point, non tangent to the previous course, run along the South line of said Lot 2, N.84°27'30" W. a distance 104.21 feet to a point; thence run S.70°27'50" W. a distance of 45.94 feet to a point of intersection with the Northerly right-of-way line of First Avenue; thence along said right-of-way line a distance of 128.00 feet, N.84°27'30" W. to the Point of Beginning.

thence N.05°32'30" E. 178.84 feet to a point on the seawall, said point also being Point "A" for the submerged land description; thence running with the seawall the following courses: S.83°42'47" E. 78.40 feet; thence along the arc of a curve to the right having a radius of 159.25 feet, a delta of 36°34'54", arc of 101.68 feet, chord of 99.96 feet, bearing S.69°25'02" E.; thence S.47°07'53" E. 12.96 feet; thence along a curve to the right having a radius of 116.10 feet, a delta of 16°50'13", arc of 34.12 feet, chord of 33.99 feet, bearing S.38°42'46" E.; thence S.30°17'39" E. 107.53 feet; thence along a curve to the right having a radius of 52.45 feet, a delta of 8°29'14", arc of 7.71 feet, chord of 7.70 feet, bearing S.28°05'03" E. to the intersection of the South property line of said Lot 2; thence leaving said point, non tangent to the previous course, run along the South line of said Lot 2, N.84°27'30" W. a distance 104.21 feet to a point; thence run S.70°27'50" W. a distance of 45.94 feet to a point of intersection with the Northerly right-of-way line of First Avenue; thence along said right-of-way line a distance of 128.00 feet, N.84°27'30" W. to the Point of Beginning.

thence N.05°32'30" E. 178.84 feet to a point on the seawall, said point also being Point "A" for the submerged land description; thence running with the seawall the following courses: S.83°42'47" E. 78.40 feet; thence along the arc of a curve to the right having a radius of 159.25 feet, a delta of 36°34'54", arc of 101.68 feet, chord of 99.96 feet, bearing S.69°25'02" E.; thence S.47°07'53" E. 12.96 feet; thence along a curve to the right having a radius of 116.10 feet, a delta of 16°50'13", arc of 34.12 feet, chord of 33.99 feet, bearing S.38°42'46" E.; thence S.30°17'39" E. 107.53 feet; thence along a curve to the right having a radius of 52.45 feet, a delta of 8°29'14", arc of 7.71 feet, chord of 7.70 feet, bearing S.28°05'03" E. to the intersection of the South property line of said Lot 2; thence leaving said point, non tangent to the previous course, run along the South line of said Lot 2, N.84°27'30" W. a distance 104.21 feet to a point; thence run S.70°27'50" W. a distance of 45.94 feet to a point of intersection with the Northerly right-of-way line of First Avenue; thence along said right-of-way line a distance of 128.00 feet, N.84°27'30" W. to the Point of Beginning.

thence N.05°32'30" E. 178.84 feet to a point on the seawall, said point also being Point "A" for the submerged land description; thence running with the seawall the following courses: S.83°42'47" E. 78.40 feet; thence along the arc of a curve to the right having a radius of 159.25 feet, a delta of 36°34'54", arc of 101.68 feet, chord of 99.96 feet, bearing S.69°25'02" E.; thence S.47°07'53" E. 12.96 feet; thence along a curve to the right having a radius of 116.10 feet, a delta of 16°50'13", arc of 34.12 feet, chord of 33.99 feet, bearing S.38°42'46" E.; thence S.30°17'39" E. 107.53 feet; thence along a curve to the right having a radius of 52.45 feet, a delta of 8°29'14", arc of 7.71 feet, chord of 7.70 feet, bearing S.28°05'03" E. to the intersection of the South property line of said Lot 2; thence leaving said point, non tangent to the previous course, run along the South line of said Lot 2, N.84°27'30" W. a distance 104.21 feet to a point; thence run S.70°27'50" W. a distance of 45.94 feet to a point of intersection with the Northerly right-of-way line of First Avenue; thence along said right-of-way line a distance of 128.00 feet, N.84°27'30" W. to the Point of Beginning.

thence N.05°32'30" E. 178.84 feet to a point on the seawall, said point also being Point "A" for the submerged land description; thence running with the seawall the following courses: S.83°42'47" E. 78.40 feet; thence along the arc of a curve to the right having a radius of 159.25 feet, a delta of 36°34'54", arc of 101.68 feet, chord of 99.96 feet, bearing S.69°25'02" E.; thence S.47°07'53" E. 12.96 feet; thence along a curve to the right having a radius of 116.10 feet, a delta of 16°50'13", arc of 34.12 feet, chord of 33.99 feet, bearing S.38°42'46" E.; thence S.30°17'39" E. 107.53 feet; thence along a curve to the right having a radius of 52.45 feet, a delta of 8°29'14", arc of 7.71 feet, chord of 7.70 feet, bearing S.28°05'03" E. to the intersection of the South property line of said Lot 2; thence leaving said point, non tangent to the previous course, run along the South line of said Lot 2, N.84°27'30" W. a distance 104.21 feet to a point; thence run S.70°27'50" W. a distance of 45.94 feet to a point of intersection with the Northerly right-of-way line of First Avenue; thence along said right-of-way line a distance of 128.00 feet, N.84°27'30" W. to the Point of Beginning.

thence N.05°32'30" E. 178.84 feet to a point on the seawall, said point also being Point "A" for the submerged land description; thence running with the seawall the following courses: S.83°42'47" E. 78.40 feet; thence along the arc of a curve to the right having a radius of 159.25 feet, a delta of 36°34'54", arc of 101.68 feet, chord of 99.96 feet, bearing S.69°25'02" E.; thence S.47°07'53" E. 12.96 feet; thence along a curve to the right having a radius of 116.10 feet, a delta of 16°50'13", arc of 34.12 feet, chord of 33.99 feet, bearing S.38°42'46" E.; thence S.30°17'39" E. 107.53 feet; thence along a curve to the right having a radius of 52.45 feet, a delta of 8°29'14", arc of 7.71 feet, chord of 7.70 feet, bearing S.28°05'03" E. to the intersection of the South property line of said Lot 2; thence leaving said point, non tangent to the previous course, run along the South line of said Lot 2, N.84°27'30" W. a distance 104.21 feet to a point; thence run S.70°27'50" W. a distance of 45.94 feet to a point of intersection with the Northerly right-of-way line of First Avenue; thence along said right-of-way line a distance of 128.00 feet, N.84°27'30" W. to the Point of Beginning.

thence N.05°32'30" E. 178.84 feet to a point on the seawall, said point also being Point "A" for the submerged land description; thence running with the seawall the following courses: S.83°42'47" E. 78.40 feet; thence along the arc of a curve to the right having a radius of 159.25 feet, a delta of 36°34'54", arc of 101.68 feet, chord of 99.96 feet, bearing S.69°25'02" E.; thence S.47°07'53" E. 12.96 feet; thence along a curve to the right having a radius of 116.10 feet, a delta of 16°50'13", arc of 34.12 feet, chord of 33.99 feet, bearing S.38°42'46" E.; thence S.30°17'39" E. 107.53 feet; thence along a curve to the right having a radius of 52.45 feet, a delta of 8°29'14", arc of 7.71 feet, chord of 7.70 feet, bearing S.28°05'03" E. to the intersection of the South property line of said Lot 2; thence leaving said point, non tangent to the previous course, run along the South line of said Lot 2, N.84°27'30" W. a distance 104.21 feet to a point; thence run S.70°27'50" W. a distance of 45.94 feet to a point of intersection with the Northerly right-of-way line of First Avenue; thence along said right-of-way line a distance of 128.00 feet, N.84°27'30" W. to the Point of Beginning.

thence N.05°32'30" E. 178.84 feet to a point on the seawall, said point also being Point "A" for the submerged land description; thence running with the seawall the following courses: S.83°42'47" E. 78.40 feet; thence along the arc of a curve to the right having a radius of 159.25 feet, a delta of 36°34'54", arc of 101.68 feet, chord of 99.96 feet, bearing S.69°25'02" E.; thence S.47°07'53" E. 12.96 feet; thence along a curve to the right having a radius of 116.10 feet, a delta of 16°50'13", arc of 34.12 feet, chord of 33.99 feet, bearing S.38°42'46" E.; thence S.30°17'39" E. 107.53 feet; thence along a curve to the right having a radius of 52.45 feet, a delta of 8°29'14", arc of 7.71 feet, chord of 7.70 feet, bearing S.28°05'03" E. to the intersection of the South property line of said Lot 2; thence leaving said point, non tangent to the previous course, run along the South line of said Lot 2, N.84°27'30" W. a distance 104.21 feet to a point; thence run S.70°27'50" W. a distance of 45.94 feet to a point of intersection with the Northerly right-of-way line of First Avenue; thence along said right-of-way line a distance of 128.00 feet, N.84°27'30" W. to the Point of Beginning.

DEED DESCRIPTION(O.R. BOOK 17054, PAGE 1257)

Begin at the SW corner of Water Lot 1 of CITY PARK SUBDIVISION, as recorded in Plat Book 23, Page 37, Public Records of Pinellas County, Florida and run thence East and West centerline of Section 8, Township 29 South, Range 15 East, 15 feet to the Easterly line of Coronado Drive, thence S.05°32'30"W., 116.26 feet to the Easterly line of First Avenue; thence S.84°27'30"E., 228.00 feet along the Easterly line of First Avenue to the right, chord bearing N.50°32'30"E, 21.21 feet, arc equals 23.56 feet and radius equals 15 feet; thence S.84°27'30" E., 27.00 feet; thence N.05°32'30" E., 39.89 feet to the East and West centerline of Section 8, Township 29 South, Range 15 East, and the high water mark in Clearwater Harbor; thence Westerly and Northerly along the said high water mark to a point lying N.04°25'11" W., 71.53 feet from the Point of Beginning; thence S.04°25'11" E., 71.53 feet to the P.O.B.

LESS THE FOLLOWING DESCRIBED TRACT: Begin at the SW corner of Water Lot 1 of CITY PARK SUBDIVISION, as recorded in Plat Book 23, Page 37, Public Records of Pinellas County, Florida and run thence West along the East and West centerline of Section 8, Township 29 South, Range 15 East, 15 feet to the Easterly line of Coronado Drive; thence S.05°32'30" W., 116.26 feet to the Easterly line of First Avenue; thence S.84°27'30" E., 100.00 feet along the Easterly line of First Avenue; thence N.05°32'30" E., to the high water mark in Clearwater Harbor; thence Westerly and Northerly along said high water mark to a point lying N.04°25'11" W., 71.53 feet from the Point of Beginning; thence S.04°25'11" E., 71.53 feet to the P.O.B.

ALSO:

LOT ONE OF BAYSIDE SUBDIVISION, as recorded in Plat Book 23, Page 18 and 19, Public Records of Pinellas County, Florida

ALSO:

LOT TWO OF BAYSIDE SUBDIVISION, as recorded in Plat Book 23, Pages 18 and 19, in the Public Records of Pinellas County, Florida

ALSO:

ALL that tract, piece or parcel of land which adjoins said Lot Two and lies between Lot Two and the bulkhead line shown on the map or plat above referenced to, said land being more particularly described as follows:

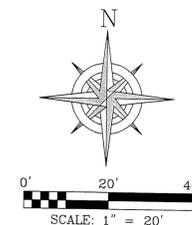
Beginning at the SE Corner of Lot Two and run thence East 15 feet, more or less to the bulkhead line shown on said map or plat; thence Northwesterly along said bulkhead line a distance of 81.35 feet, more or less, to the intersection of said bulkhead line with the projection of the North property line of said Lot Two; thence run West along said projected North boundary line to the intersection of the East property line and said projection a distance of 35 feet, more or less; thence Southeasterly a distance of 81.35 feet, more or less, to the P.O.B. Together with all riparian rights thereto belonging or in anywise appertaining.

ALSO:

ALL that tract, piece or parcel of land which adjoins said Lot One (1) of BAYSIDE SUBDIVISION, according to the revised map or plat thereof as recorded in Plat Book 23, Pages 18 and 19, of the Public Records of Pinellas County, Florida, and which lies between said Lot One (1) and the bulkhead line shown on the map or plat above referred to, said land being more particularly described as follows:

Beginning at the SE corner of Lot One (1), run thence East 35 feet, more or less, to the bulkhead line shown on said plat; thence Northwesterly along said bulkhead line to the intersection of said bulkhead line with a Northerly projection of the West property line of said Lot One (1); thence run South along said Northerly projection of the West property line of said Lot One (1) to the Northerly corner of said Lot One (1); thence Southeasterly along the Northeasterly boundary line of said Lot One (1) a distance of 62.30 feet, more or less, to the Point of Beginning.

TOGETHER WITH that portion of Hamilton (Hamden) Drive, Clearwater Beach, Florida, vacated by action of the City Commission of the City of Clearwater as set forth in Resolution No. 67-94, adopted October

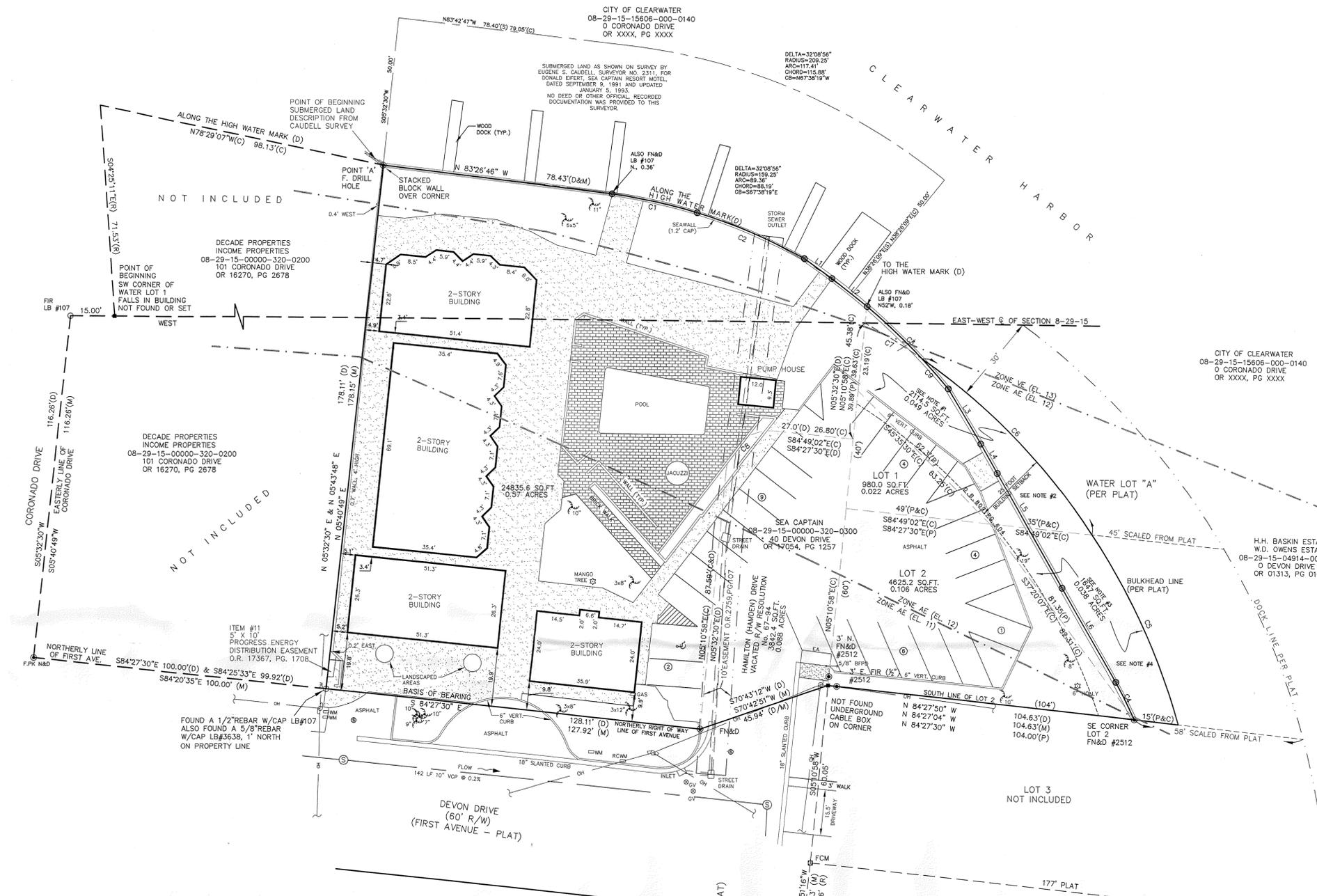


LEGEND

- A ARC
- A/C AIR CONDITIONER
- BFPD BACK FLOW PREVENTION DEVICE
- B.M. BENCHMARK
- BOLL BOLLARD
- C CHORD
- (C) CALCULATED
- CBW CONCRETE BLOCK WALL
- CHB CHORD BEARING
- CL CENTERLINE
- CLF CHAIN LINK FENCE
- C.M. CONCRETE MONUMENT
- CONC. CONCRETE
- CURB CURB
- CIV. CIVIL TELEVISION
- (D) PER TITLE COMMITMENT
- EA EDGE OF ASPHALT
- F FOUND
- FF FINISHED FLOOR
- FHA FIRE HYDRANT ASSEMBLY
- FPC FLORIDA POWER CORPORATION
- GA GAS VALVE
- GM GAS METER
- GV GATE VALVE
- GW GUY WIRE
- I.P. IRON PIPE
- I.R. IRON ROD
- LB LICENSED BUSINESS
- LF LOWEST FLOOR ELEVATION
- (L) LIGHT POLE
- (M) MEASURED
- MH MANHOLE
- NAV029 NORTH AMERICAN VERTICAL DATUM 1929
- N&D NAIL AND DISK
- NFL NOT FIELD LOCATED
- NOV088 NATIONAL GEODETIC VERTICAL DATUM 1988
- NO NUMBER
- O/H OVERHEAD WIRES
- O.L. OPTICAL RECORD
- ORD ORDINANCE
- PLAT PLAT BOOK
- PG PAGE/PAGES
- POB POINT OF BEGINNING
- POL POINT ON LINE
- PP POWER POLE
- PRM PERMANENT REFERENCE MONUMENT
- PSM PROFESSIONAL SURVEYOR & MAPPER
- R RADIUS
- (R) RECORD
- RCP REINFORCED CONCRETE PIPE
- RCW RECLAIMED WATER
- RNG RANGE
- R/W RIGHT-OF-WAY
- (A) CAUDELL SURVEY
- SR SET 1/2" REBAR LB#107
- SET SET MAG. NAIL & DISK LB#107
- SA SANITARY
- SCO SANITARY CLEAN-OUT
- SEC SECTION
- T.B.M. TEMPORARY BENCH MARK
- TOB TOP OF BANK
- T.O.S. TOP OF SURFACE
- TRANS TRANSFORMER
- TWP TOWNSHIP
- UP UTILITY POLE
- WF WOOD FENCE
- WV WATER VALVE

SYMBOL LEGEND

- BACK FLOW PREVENTION DEVICE
- ⊙ BOLLARD
- ⊙ BURIED IRRIGATION WATER MAIN
- ⊙ CABLE T.V. BOX
- ⊙ CABLE T.V. HAND HOLE
- ⊙ CABLE T.V. UTILITY POLE
- ⊙ CLEANOUT
- ⊙ COMPUTED POSITION (NOT SET)
- ⊙ CONCRETE LIGHT POST
- ⊙ CONCRETE MONUMENT (SET)
- ⊙ CROSS WALK POLE
- ⊙ CYPRESS
- ⊙ FOUND DRILL HOLE
- ⊙ ELECTRONIC CONTROL BOX
- ⊙ ELECTRIC HAND HOLE
- ⊙ ELECTRIC MANHOLE
- ⊙ ELECTRIC METER
- ⊙ ELECTRIC TRANSFORMER
- ⊙ ELM
- ⊙ FIRE ALARM BOX
- ⊙ FIRE HYDRANT
- ⊙ FLAG POLE
- ⊙ FORCE MAIN AIR RELEASE VALVE
- ⊙ FORCE MAIN GATE VALVE
- ⊙ GAS AIR RELEASE VALVE
- ⊙ GAS METER
- ⊙ GAS VALVE
- ⊙ GRATE INLET
- ⊙ GUY WIRE ANCHOR
- ⊙ HANDICAP PARKING SPACE
- ⊙ IRON PIPE (FOUND)
- ⊙ IRON ROD (FOUND)
- ⊙ IRON ROD (SET)
- ⊙ IRRIGATION CONTROL VALVE
- ⊙ IRRIGATION WATER METER
- ⊙ IRRIGATION WATER VALVE
- ⊙ LIFT STATION
- ⊙ LIGHT POLE
- ⊙ P.K. NAIL & DISK (FOUND)
- ⊙ MAIL BOX
- ⊙ METERED END-SECTION
- ⊙ MONITORING WELL
- ⊙ OAK
- ⊙ PALM
- ⊙ PEDAN
- ⊙ PINE
- ⊙ P.K. NAIL & DISK (SET)
- ⊙ POWER & LIGHT POLE
- ⊙ POWER/UTILITY WOOD POLE
- ⊙ RAILROAD SAFETY ARM
- ⊙ RAILROAD SIGN
- ⊙ RAILROAD SPIKE (FOUND)
- ⊙ RECLAIMED WATER METER
- ⊙ RECLAIMED WATER VALVE
- ⊙ RED MAPLE
- ⊙ SANITARY MANHOLE
- ⊙ SANITARY SEWER CLEANOUT
- ⊙ SIGN
- ⊙ SIGNAL CONTROL BOX
- ⊙ STORM CLEAN-OUT
- ⊙ STORM SEWER MANHOLE
- ⊙ TELEPHONE PEDESTAL
- ⊙ TELEPHONE UTILITY POLE
- ⊙ TEMPORARY BENCHMARK
- ⊙ TRAFFIC SIGNAL JUNCTION BOX
- ⊙ WATER METER
- ⊙ WATER VALVE
- ⊙ WATER VAULT
- ⊙ X-CUT (FOUND)
- ⊙ YARD DRAIN



CURVE TABLE

| CURVE | RADIUS | LENGTH | CHORD DIRECTION | CHORD |
|-------|----------|-----------|-----------------|--------|
| C1(D) | 195.34' | 29.59' | S78°08'53"E | 29.56' |
| C2(D) | 184.81' | 39.63' | S67°23'14"E | 39.55' |
| C3(D) | 210.97' | 39.26' | S45°10'29"E | 39.20' |
| C4(D) | 198.30' | 14.08' | S27°09'16"E | 14.08' |
| C4(C) | 198.30' | 14.08' | S26°53'56"E | 14.08' |
| C5(P) | 195.702' | 81.35'(0) | | |
| C5(C) | 223.53' | 70.73' | N25°12'05"W | 70.44' |
| C6(P) | 195.702' | | | |
| C6(C) | 223.53' | 83.28' | N44°56'24"W | 82.80' |
| C7(P) | 195.702' | | | |
| C7(C) | 223.53' | 22.83' | S58°32'19"E | 22.82' |
| C8(D) | 15' | 23.56' | N50°32'30"E | 21.21' |
| C8(C) | 15' | 23.56' | N50°10'58"E | 21.21' |
| C9(C) | 210.97' | 13.54' | S41°40'59"E | 13.54' |

LINE TABLE

| L1(D) | 11.52' | S55°02'38"E |
|-------|--------|-------------|
| L2(D) | 15.22' | S92°13'39"E |
| L3(D) | 21.66' | S31°18'16"E |
| L4(D) | 11.36' | S30°11'51"E |
| L5(D) | 44.42' | S30°23'47"E |
| L6(D) | 36.72' | S30°40'13"E |

NOTE:
SEE SHEET 1 OF 2 FOR REPORT.

CERTIFIED TO:
FIRST AMERICAN TITLE INSURANCE COMPANY
DECADE PROPERTIES, INC., OR ASSIGNS
SEA CAPTAIN, A FLORIDA GENERAL PARTNERSHIP
MacFARLANE FERGUSON & McMULLER, P.A.
QUARLES & BRADY, LLP

DEUEL & ASSOCIATES
CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

4625 EAST BAY DRIVE, SUITE 211
CLEARWATER, FL 33764
PH 727.822.4151 FAX 727.821.7255
WWW.DEUELENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NUMBER 26320
LICENSED BUSINESS NUMBER 107

BOUNDARY SURVEY
CLEARWATER FLORIDA

I, ALBERT CARRIER, THE SURVEYOR IN RESPONSIBLE CHARGE, CERTIFY THAT THE SURVEY REPRESENTED HEREON, WAS MADE UNDER MY SUPERVISION AND MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.207 OF THE FLORIDA STATUTES AS PRESCRIBED IN CHAPTER 6101-6 DEPARTMENT OF PROFESSIONAL REGULATION. THIS DOCUMENT IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JAMES R. McMATH, PSM, LS#5126
7-10-14

WORK ORDER NO. 2010-63-95
DRAWN BY: RM
FIELD DATE: MAY, 08, 2014
SCALE: 1" = 20'
SHEET NO. 2 OF 2

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 **DECADE SEA CAPTAIN, LLC**, a Florida limited liability company ("Developer").

Developer is the owner of fee simple title to the real property described in Schedule "A" 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 66 units, which is the number of hotel units allocated to Developer from the Hotel Density Reserve shall be used solely for transient occupancy of one month or thirty (30) 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. All other units shall be licensed as a public lodging establishment. No unit shall be used as a primary or permanent residence. Access to overnight accommodation 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 hotel units shall be required to be submitted to a rental program requiring all hotel 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 Hotel Density Reserve 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:

DECADE SEA CAPTAIN, LLC, a limited liability company.

Print Name _____

By: _____
Name:
Title

Print Name _____
As to "Developer"

CITY OF CLEARWATER, FLORIDA

Print Name: _____
City Manager

By: _____
William B Home II,

Print Name _____
As to "City"

Attest:

Rosemarie Call, CMC, City Clerk

Countersigned:

George N. Cretekos, Mayor

Approved as to Form:

Camilo Soto, Assistant City Attorney

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing Declaration was acknowledged before me this ____ day of _____, 2014, by _____, as _____ of Decade Sea Captain, LLC, on behalf of the aforesaid entities. He is [] personally known to me or has [] produced as identification.

Print: _____
Notary Public – State of Florida
My Commission Expires:

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by WILLIAM B. HORNE, II, as City Manager of the City of Clearwater, Florida, who is [] personally known to me or who has [] produced _____ as identification.

Print: _____
Notary Public – State of Florida

My Commission Expires:

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 ____ day of _____, 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 _____, 201__ (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 WITNESS WHEREOF, Developer has caused this Agreement to be executed this _____ day of __, 2014.

In the Presence of:

DECADE SEA CAPTAIN, LLC a limited liability company

Print Name _____

By: _____
Name:
Title

Print Name _____
As to "Developer"

CITY OF CLEARWATER, FLORIDA

Print Name: _____

By: _____
William B Home II,
City Manager

Print Name _____
As to "City"

Attest:

Rosemarie Call, CMC, City Clerk

Countersigned:

George N. Cretekos, Mayor

Approved as to Form:

Camilo Soto, Assistant City Attorney

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing Declaration was acknowledged before me this ____ day of _____, 2014, by _____, as _____ of Decade Sea Captain, LLC, on behalf of the aforesaid entities. He is [] personally known to me or has [] produced _____ as identification.

Print: _____
Notary Public – State of Florida
My Commission Expires:

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by WILLIAM B. HORNE, II, as City Manager of the City of Clearwater, Florida, who is [] personally known to me or who has [] produced _____ as identification.

Print: _____
Notary Public – State of Florida
My Commission Expires

SCHEDULE A
PROJECT LEGAL DESCRIPTION

Lots 1 and 2, BAYSIDE SUBDIVISION, as recorded in Plat Book 23, Page 18 and 19, of the Public Records of Pinellas County, Florida. Together with a tract of land lying in Section 8, Township 29 South, Range 15 East, Pinellas County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Water Lot 1, CITY PARK SUBDIVISION, as recorded in Plat Book 23, Page 37, Public Records of Pinellas County, Florida; thence West, along the East and West centerline of said Section 8, a distance of 15.00 feet to the Easterly right-of-way of Coronado Drive; thence S.05°32'30"W. along said Easterly right-of-way of Coronado Drive, a distance of 116.26 feet to the Northerly right-of-way of First Avenue; thence S.84°25'33"E. along said North right-of-way of First Avenue, a distance of 99.92 feet to the point of beginning; thence N.05°43'48"E., a distance of 178.11 feet to a point on the centerline of an existing concrete seawall; thence along said centerline of the existing concrete seawall the following Eleven (11) courses and distances: (1) S.83°26'46"E., a distance of 78.43 feet, (2) Easterly along a curve to the right having a radius of 195.34 feet, an arc of 29.59 feet, a chord of 29.56 feet and a chord bearing of S.78°08'53"E., (3) Southeasterly along a curve to the right having a radius of 184.81 feet, an arc of 39.63 feet, a chord of 39.55 feet and a chord bearing of S.67°23'14"E., (4) S.55°02'38"E., a distance of 11.52 feet, (5) S.52°13'39"E., a distance of 15.22 feet, (6) Southeasterly along a curve to the right having a radius of 210.97 feet, an arc of 39.26 feet, a chord of 39.20 feet and a chord bearing of S.45°10'29"E., (7) S.31°18'16"E., a distance of 21.66 feet, (8) S.30°11'51"E., a distance of 11.36 feet, (9) S.30°23'47"E., a distance of 44.42 feet, (10) S.30°40'13"E., a distance of 36.72 feet, (11) Southeasterly along a curve to the right having a radius of 198.30 feet, an arc of 14.06 feet, a chord of 14.06 feet and a chord bearing of S.27°09'16"E. to the South boundary line of aforesaid Lot 2 (as occupied); thence N.84°27'50"W. along said South boundary line of Lot 2 (as occupied), a distance of 104.63 feet; thence S.70°43'12"W., a distance of 45.94 feet to aforesaid North right-of-way of First Avenue; thence N.84°27'30"W, along said North right-of-way of First Avenue, a distance of 128.11 feet to the Point of Beginning. Containing 0.83 acres, more or less.

ALSO:

A PART OF that tract, piece or parcel of land which adjoins said Lots 1 and 2, BAYSIDE SUBDIVISION, as recorded in Plat Book 23, Pages 18 and 19, of the Public Records of Pinellas County, Florida, and lies between Lots 1 and 2 and the bulkhead line shown on the map or plat above referenced to, said land being more particularly described as follows:

Beginning at the SE Corner of Lot 2 and run thence S.84°27'04"E. 15 feet to the bulkhead line shown on said map or plat; thence along said bulkhead line and a curve to the left, having a radius of 223.53 feet, an arc of 70.73 feet, a chord of 70.44 feet and a chord bearing of N.25°12'05"W., to the point of intersection of

said bulkhead line with the projection of the North property line of said Lot 2, said point being 35 feet east of the northeast corner of said Lot 2; thence continue along said bulkhead line and a curve to the left, having a radius of 223.53 feet, an arc of 83.28 feet, a chord of 82.80 feet and a chord bearing of N.44°56'24"W., to the intersection of said bulkhead line with the centerline of an existing concrete seawall; thence along said centerline of the existing concrete seawall with the following: along a curve to the right, having a radius of 210.97, an arc of 13.54 feet, a chord of 13.54 feet and a chord bearing of S.41°40'59"E.; thence S.31°18'16"E. 21.66 feet; thence S.30°11'51"E. 11.36 feet; thence S.30°23'47"E. 44.42 feet; thence S.30°40'13"E. 36.72 feet; thence along a curve to the right, having a radius of 198.30 feet, an arc of 14.06 feet, a chord of 14.06 feet and a chord bearing of S.27°09'16"E., to the Point of Beginning. Containing 0.045 acres, more or less.