

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 _____, 20____, by EAST SHORE INTERNATIONAL ENTERPRISES, LLC & 411 E S, both being Florida limited liability companies ("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 _____, 20____ (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 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 rights 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 Covenant to be executed this _____ day of _____, 20____.

In the Presence of:

EAST SHORE INTERNATIONAL
ENTERPRISES, LLC & 411 E S, both
being Florida limited liability companies

Print Name: _____

By: _____
John A. Bodziak, Architect, as Agent

Print Name: _____

As to "Developer"

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by John A. Bodziak, Architect, as Agent for EAST SHORE INTERNATIONAL ENTERPRISES, LLC & 411 E S, both being Florida limited liability companies, who is [] personally known to me, or who [] has produced _____ as identification.

Notary Public

Print Name: _____
My Commission Expires: _____

CITY OF CLEARWATER, FLORIDA

By: William B. Horne II,
City Manager

Attest:

Rosemarie Call, City Clerk

Countersigned:

George N. Cretekos, Mayor

Approved as to Form:

Michael P. Fuino,
Assistant City Attorney

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by GEORGE N. CRETEKOS, as Mayor of the City of Clearwater, Florida, who is [] personally known to me or has [] produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

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

Notary Public

Print Name: _____

My Commission Expires:

Schedule “A”

- a. Barbour-Morrow Sub Blk C, Lots 7, 8 & 9 & S 1/2 of Lot 6 & Subm Land/TIF Deed #17,411 per Plat.
- b. Barbour-Morrow Sub Blk B, Lots 9 and 10.
- c. Barbour-Morrow Sub Blk C, Lot 10 & N 15 Ft of Lot 11 & Subm Land/TIF Deed #17,411 per Plat.
- d. Barbour-Morrow Sub Blk C, S 35 Ft of Lot 11 & N 1/2 of Lot 12 & Subm Land/TIF Deed #17,411 per Plat.