



MARCH 10, 2026

CITY OF CLEARWATER
100 SOUTH MYRTLE AVE
CLEARWATER, FLORIDA 33756

RE: WYNDHAM GRAND CLEARWATER BEACH OUTDOOR PATIO STORMWATER NARRATIVE

THE WYNDHAM GRAND HOTEL IS AN EXISTING 2.75 ACRE DEVELOPMENT LOCATED ON CLEARWATER BEACH AT 100 CORONADO DRIVE AND IS GENERALLY SURROUNDED BY GULFVIEW BLVD TO THE EAST AND CORONADO DRIVE TO THE WEST. THE EXISTING FACILITY RECEIVED A SWFWMD EXEMPTION ON SEPTEMBER 20, 2013 (SWFWMD FILE NUMBER 686532) BASED ON A NET REDUCTION OF BOTH IMPERVIOUS SURFACE AREA AS WELL AS VEHICULAR USE AREA. THIS OUTDOOR PATIO WORK IS LOCATED ON THE NORTHWEST CORNER OF THE BUILDING IN AN AREA THAT WAS SIGNIFICANTLY IMPACTED BY THE HURRICANES OF 2024.

THE PROPOSED PROJECT AREA FOR THESE ENHANCEMENTS IS APPROXIMATELY 3,730 S.F. (0.08 AC) OF WHICH APPROXIMATELY 1,022 S.F. (0.023 AC) IS PROPOSED AS IMPERVIOUS AREA WITH THE REMAINDER OF THE PROJECT PROPOSED TO BE SHELL, LANDSCAPED BEDS, AND OTHER PERVIOUS SURFACES. THIS PROJECT FALLS UNDER THE THRESHOLD OF THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFMWD) AND DOES NOT REQUIRE A PERMIT AS THE TOTAL PROJECT AREA IS BELOW 9,000 S.F. OF NEW IMPERVIOUS AREA.

THE STORMWATER GENERATED FROM THIS AREA HAS BEEN ACCOUNTED FOR IN THE PREVIOUSLY PERMITTED WYNDHAM GRAND PROJECT BACK IN 2013 AND HISTORICAL DRAINAGE PATTERNS WILL BE MAINTAINED. WE PROPOSE TO GRADE THIS PROJECT SO THAT WATER SHEET FLOWS WEST TO THE GULFVIEW BLVD RIGHT OF WAY WHERE IT WILL BE COLLECTED BY A SERIES OF INLETS AND DIRECTED AWAY FROM THE PROPERTY. THIS INLET IS LOCATED APPROXIMATELY 90 FEET SOUTH OF THE PROPOSED WORK AREA.

DURING CONSTRUCTION THE SURROUNDING AREAS WILL BE PROTECTED WITH SILT FENCING AND CURB INLET PROTECTION WILL BE INSTALLED AT THE EXISTING GRATE INLET LOCATED SOUTH OF THE PROJECT.

IF YOU HAVE ANY QUESTIONS REGARDING THIS PROJECT, PLEASE FEEL FREE TO CONTACT ME AT ANY TIME. I CAN BE REACHED VIA EMAIL AT MATT@THEALIGNEDENG.COM.

THANK YOU,
ALIGNED ENGINEERING AND DESIGN

A blue ink handwritten signature, appearing to read "Matt Walker", is positioned above the typed name.

MATT WALKER, P.E.
PRINCIPAL ENGINEER

LICENSE AGREEMENT

This License Agreement (this “*Agreement*”) is between the City of Clearwater, Florida, a municipal corporation of the State of Florida (the “*City*”) and JEMB POCONO LLC, a Delaware limited liability company (“*Licensee*” and collectively with the City, the “*Parties*”).

BACKGROUND

The City is the owner of the area proposed for redevelopment along Beach Walk (the “*Property*” more particularly described on Exhibit “A” attached hereto), located adjacent to 100 Coronado Drive in Clearwater Beach, which the Licensee is redeveloping to include a tiki bar and dining area (the “*Amenity Area*” shown on Exhibit “B” attached hereto). Licensee has the necessary experience in the business of managing a food and beverage establishment. The City desires to license the Amenity Area to Licensee for its use and control.

NOW THEREFORE, in consideration of the mutual promise and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties agree as follows:

Article I. License of Amenity Area

1.1 License. The City hereby grants to Licensee a license (the “*License*”), for the purposes set forth in this Agreement, to enter upon, use, occupy and exercise complete and exclusive control of the Amenity Area and to use all rights of access to the Amenity Area.

Article II. Appointment of Licensee and Duties

2.1 Engagement of Licensee. The City hereby engages the Licensee and authorizes it to take sole, entire, exclusive charge of redevelopment and operation of the Amenity Area, and City hereby agrees that it will not engage or assign any rights to another entity for the operation of the Amenity Area.

2.2 Duties of Licensee. Licensee, at Licensee’s cost, shall take such actions and perform such duties as Licensee deems necessary and desirable for the management and operation of the Amenity Area.

2.3 Payments to Licensor. Licensee hereby agrees to pay to the City an annual license fee in the amount of Ten and 00/100 Dollars (\$10.00).

Article III. Responsibilities of City

3.1 The City has the right to enter all portions of the Amenity Area to conduct inspections or otherwise carry out its rights under this Agreement; provided, however, that the City shall provide reasonable advance notice to the Licensee prior to entry upon the Amenity Area and shall perform its obligations with minimal interference with or disruption to any Licensee Events or the Licensee’s work under this Agreement, generally.

Article IV. Term

4.1 Term. Unless terminated earlier pursuant to the terms and conditions of this Agreement, the initial term of this Agreement shall begin on the date hereof and shall continue for a period of thirty (30) years from the Commencement Date unless earlier terminated pursuant to the terms of this Agreement (the “*Initial Term*”). Provided that the Licensee is not then in default, the Agreement will automatically renew for two (2) successive five (5) year periods thereafter (each, a “*Renewal Term*,” and the Initial Term and all Renewal Terms, collectively, the “*Term*”) unless written notice of election not to renew is given (a) if by the City, no less than twelve (12) months prior to the expiration of the Initial Term or the then-current Renewal Term, as the case may be, or (b) if by the Licensee, no less than six (6) months prior to the expiration of the Initial Term or the then-current Renewal Term, as the case may be. For purposes hereof, the term “*Commencement Date*” means the date that the Licensee takes possession and control of the Amenity Area, which the parties intend to be on or before _____, 2026.

4.2 Early Termination. This Agreement may be terminated early, consistent with the provisions listed below.

(a) *For Convenience*. The City may terminate this Agreement on ninety (90) days’ prior written notice for any reason upon approval of the Clearwater City Council at a duly constituted City Council meeting. The City shall provide Licensee no less than thirty (30) calendar days’ written notice of the meeting of City Council to determine termination of the Agreement. The Licensee may terminate the Agreement upon six (6) months prior notice to the City for any reason or no reason.

(b) *For Cause*. The non-defaulting party may terminate the Agreement upon determination in good faith by the non-defaulting party that there was a material breach of the Agreement that remained uncured following notice and opportunity to cure as provided in the Terms and Conditions attached hereto as Exhibit “C”, and the termination will be deemed effective immediately, or upon such other date as specified in a notice of termination, provided that termination shall have been approved by the Clearwater City Council at a duly constituted City Council meeting following failure to cure such material breach by the Licensee, with written notice of such City Council meeting being provided to the Licensee no less than thirty (30) days prior thereto.

4.3 Surrender; Effect of Termination. Upon termination of this Agreement, permission to use the Amenity Area, shall be revoked. Thereafter, the Licensee shall promptly vacate and surrender to the City the Amenity Area. In any event, such surrender shall be complete thirty (30) days following effective date of termination.

(a) *Licensee Assets*. The Licensee shall remove any Licensee Assets it determines, in its sole discretion, to retain and make any repairs necessitated by such removal within the period set forth herein. Understanding that Licensee will continue to invest in and replace assets throughout the Term to maintain a Amenity Area, upon termination or non-renewal, City will purchase Licensee Assets that the Licensee determines to leave upon the Amenity Area for the benefit of the City for the Asset Value. Licensee will submit a depreciation schedule of Licensee Assets to the City annually. The “*Asset Value*” for Licensee Assets, at separation, shall be determined as the undepreciated amount of original purchase price set forth

on the most recent depreciation schedule, or if fully depreciated, will be Ten and 00/100 Dollars (\$10.00).

(b) *Expenses.* Upon termination for any reason, City shall pay Licensee for any services performed prior to the effective date of such termination, and any costs and authorized expenses incurred through the effective date of such termination or necessitated by the termination.

(c) *Liquidated Damages.* In light of the difficulties in estimating the damages for an early termination of the Licensee under this Agreement without appropriate notice, the City and the Licensee hereby agree that if the City terminates the Licensee for convenience with less than twelve (12) months' prior written notice, then the following liquidated damages shall apply in addition to the provisions above, which liquidated damages the parties agree are reasonable and intended as just compensation and not as a penalty or method to secure performance:

(i) Termination with less than six (6) months' notice. If the City terminates this Agreement with less than six (6) months' notice, then the City shall pay the Licensee an amount equal to One Million Five Hundred Thousand Dollars (\$1,500,000.00);

(ii) Termination with less than twelve (12) but equal to or more than six (6) months' notice. If the City terminates this Agreement with less than twelve (12) months' notice, but equal to or greater than six (6) months' notice, then the City shall pay the Licensee an amount equal to One Million Dollars (\$1,000,000.00).

Article V. Insurance

5.1 Survival; Limitations. The obligations of the Parties under Section 6 shall survive the expiration or termination of this Agreement. Other than as expressly set forth in this Agreement, neither Party shall be liable or responsible for any indirect, incidental, punitive or special damages, whether based upon breach of contract or warranty, negligence, strict tort liability or otherwise, and each Party's liability for damages or losses hereunder shall be strictly limited to direct damages that are actually incurred by the Party.

5.2 Licensee Insurance Requirements. Licensee shall be required to maintain, at its cost, the following policies of insurance with the following limits, maintained with a carrier having an AM Best Rating of A-VII or better, with coverage on an occurrence basis or, if unavailable, on a claims-made basis with a minimum three (3) year tail following termination or expiration of this Agreement, and naming City as an additional insured on the policies. Copies of the insurance policies shall be provided to the City within thirty (30) days of the commencement of the Term and annually thereafter. The insurance limits set forth below may be achieved by a combination of primary and umbrella/excess liability policies. Such policies shall provide thirty (30) days' written notice to the City prior to any cancellation, nonrenewal, termination, material change, or reduction in coverage, and shall be primary and non-contributory for Licensee's negligence.

(a) Commercial General Liability Insurance coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of One Million Dollars and 00/100 (\$1,000,000) per occurrence and Two Million Dollars and 00/100 (\$2,000,000) general aggregate.

(b) Commercial Automobile Liability Insurance coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of One Million Dollars and 00/100 (\$1,000,000) combined single limit.

(c) Professional Liability/Malpractice/Errors or Omissions Insurance coverage appropriate for the type of business engaged in by the Respondent with minimum limits of Two Million Dollars and 00/100 (\$2,000,000) per occurrence. If a claims-made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims-made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (SERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

(d) Crime and Employee Dishonesty Insurance coverage must include fidelity insurance for reimbursement to an employer for these types of losses. Third-party fidelity coverage is also required to cover the acts of an employee against an employer's clients. Please provide coverage using ISO form CR 00 01 Employee Dishonesty Coverage Form or its equivalent and shall include ISO endorsement CR 04 01 Clients' Property or its equivalent and ISO endorsement CR 20 14 Loss Payable or its equivalent.

(e) Workers' Compensation Insurance and Employer's Liability Insurance with Workers' Compensation limits in statutory amount, unless waived by the State of Florida and proof of waiver is provided to the City, and Employer's Liability Insurance in the minimum amount of Five Hundred Thousand Dollars and 00/100 (\$500,000) each employee each accident, Five Hundred Thousand Dollars and 00/100 (\$500,000) each employee by disease, and Five Hundred Thousand Dollars and 00/100 (\$500,000) disease policy limit. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

Article VI. Damage or Destruction to Premises

6.1 Partial Damage. If all or a portion of the Amenity Area is partially damaged by fire, explosion, flooding inundation, floods, the elements, public enemy, acts of terrorism, or other casualty, but not rendered uninhabitable, the same will be repaired with due diligence by Licensee at its own cost and expense, subject to the limitations as hereinafter provided; if said damage is caused by the grossly negligent acts or omissions of the City, its agents, officers, or employees, the City shall be responsible for reimbursing Licensee for the cost and expense, in excess of the Licensee's insurance coverage, incurred in making such repairs.

6.2 Extensive Damage. If the damages as described above in "Partial Damage" are

so extensive as to render the Amenity Area or a portion thereof uninhabitable, but are capable of being repaired within a reasonable time not to exceed sixty (60) days, the same shall be repaired with due diligence by Licensee at its own cost and expense and a negotiated portion of the fees and charges payable hereunder shall abate from the time of such damage until such time as the Amenity Area is fully restored and certified as again ready for use; provided, however, that if such damage is caused by the grossly negligent acts or omissions of the City, its agents, officers, or employees, the City shall be responsible for the cost and expenses, in excess of insurance coverage, incurred in making such repairs.

6.3 Complete Destruction. In the event all or a substantial portion of the Amenity Area are completely destroyed by fire, explosion, the elements, public enemy, acts of terrorism, or other casualty, or are so damaged that they are uninhabitable and cannot be replaced except after more than sixty (60) days, Licensee shall be under no obligation to repair, replace or reconstruct said Amenity Area, no payments will be required of either party until such time as the said Amenity Area are fully restored. If within three (3) months after the time of such damage or destruction said Amenity Area has not been repaired or reconstructed, the Licensee may terminate this Agreement in its entirety as of the date of such damage or destruction. Notwithstanding the foregoing, if the said Amenity Area, or a substantial portion thereof, is completely destroyed as a result of the grossly negligent acts or omissions of the City, its agents, officers, or employees, Licensee may, in its discretion, require the City to repair and reconstruct the same within twelve (12) months of such destruction and the City shall be responsible for reimbursing Licensee for the cost and expenses incurred in making such repairs.

Article VII. Confidentiality

7.1 Confidentiality. Licensee shall identify any trade secrets in any communications with the City and shall communicate those to the City only as required. The parties acknowledge that the City must comply with the Public Records Law as to any records in the City's possession or control. To the extent that the City receives a request that may be eligible for protection or redaction as a trade secret, the City will promptly notify Licensee of the request. The City Attorney's Office will confer with the Licensee or Licensee's legal counsel, but the parties recognize that the City must and will ultimately determine whether records in its possession are releasable under Florida law.

Article VIII. Miscellaneous

8.1 Representations and Warranties.

(a) City represents and warrants to the Licensee the following:

(i) All required approvals have been obtained, and City has full legal right, power and authority to enter into and perform its obligations hereunder;

(ii) This Agreement has been duly executed and delivered by City and constitutes a valid and binding obligation of City, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, or similar laws affecting creditors' rights generally or by general equitable principles;

(iii) The execution and delivery of this Agreement will not violate or cause a breach (with or without notice or the passage of time) under any agreement, law, ordinance, or other obligation to which City is bound;

(iv) There is no current, pending, or to the City's knowledge after due inquiry, threatened, action or proceeding before any court or administrative agency to which it is a party, questioning the validity of this Agreement, the relationship between the City and the Licensee, or which appear likely to materially adversely affect the City's performance of its obligations under this Agreement;

(v) City is the owner of the Property and the Amenity Area;

(vi) Upon delivery to the Licensee, the Amenity Area shall comply with all laws, ordinances, orders, rules, regulations and other governmental requirements;

(b) Licensee represents and warrants to City the following:

(i) All required approvals have been obtained, and Licensee has full legal right, power and authority to enter into and perform its obligations hereunder;

(ii) This Agreement has been duly executed and delivered by Licensee and constitutes a valid and binding obligation by Licensee, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles; and

(iii) There is no current, pending, or to the Licensee's knowledge after due inquiry, threatened, action or proceeding before any court or administrative agency to which it is a party, questioning the validity of this Agreement, the relationship between the City and the Licensee, or which appear likely to materially adversely affect the Licensee's performance of its obligations under this Agreement.

8.2 Notice. All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given when delivered personally to the recipient on a business day prior to 5:00 P.M. local time, otherwise on the next business day, faxed or emailed to the intended recipient on a business day prior to 5:00 P.M. local time, otherwise on the next business day at the facsimile number or email address set forth therefor below (with electronic confirmation of receipt and hard copy to follow), or one business day after being sent to the recipient by reputable express courier service (charges prepaid) and addressed to the intended recipient as set forth below:

If to City:

City of Clearwater
Parks Department
100 South Myrtle Avenue
Clearwater, Florida 33756
Attention: James Halios
Email: jim.halios@myclearwater.com

With copy to (which shall not constitute notice):

City Attorney
600 Cleveland Street
Clearwater, Florida 33755
Attention:
Email:

If to Licensee:

Jemb Pocono LLC
150 Broadway, Suite 802
New York, NY 10038-0367

With copy to (which shall not constitute notice):

Macfarlane Ferguson & McMullen, P.A.
625 Court Street
Clearwater, Florida 33756
Phone: 727-444-1403
Attention: Brian J. Aungst, Esq.
Email: bja@macfar.com

8.3 Order of Precedence. In the event of any conflict between this Agreement and any exhibits or other documents entered into in connection herewith, the provisions of this Agreement shall prevail.

8.4 Entire Agreement. This Agreement, the exhibits, and any documents executed in connection with this Agreement, constitute and express the entire agreement of the Parties hereto and no agreements, warranties, representations or covenants not herein expressed shall be binding upon the parties.

8.5 Captions. Captions appearing before sections and articles in this Agreement have been inserted solely for the purposes of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the section or articles to which they pertain.

8.6 No Partnership or Joint Venture. Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between City and Licensee.

8.7 Good Faith. It is agreed that both Parties shall perform their respective duties under the terms of this Agreement in good faith.

8.8 Incorporation of Terms and Conditions. The terms and conditions set forth in Exhibit "C" are incorporated into this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties and is effective as of the ___ day of _____ 2026.

APPROVED BY CITY THIS __ DAY OF _____, 2026

Countersigned:

BRUCE RECTOR, Mayor

Approved as to form:

_____, City Attorney

CITY:

THE CITY OF CLEARWATER, FLORIDA,
a municipal corporation of the State of Florida

By: _____
Name: _____
Title: _____

Attest:

ROSEMARIE CALL, as its City Clerk

LICENSEE:

JEMB POCONO LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

Exhibit A
Property

Please see attached.

Exhibit B
Amenity Area

Please see attached.

Exhibit C
Terms and Conditions

Please see attached.

This instrument was prepared by
and return to:
Brian J. Aungst, Jr., Esq.
Macfarlane Ferguson & McMullen, P.A.
625 Court Street, Suite 200
Clearwater, FL 33756

AMENDED AND RESTATED GRANT OF EASEMENT

This Amended and Restated Grant of Easement (this “*Grant of Easement*”) is made this ____ day of _____, 2026, by **THE CITY OF CLEARWATER FLORIDA**, a Florida municipal corporation, its successors and assigns (“*Grantor*”) in favor of **JEMB POCONO LLC**, a Delaware limited liability company, its successors, assigns and affiliates and their respective invitees and licensees (collectively, “*Grantee*”), whose mailing address is: **150 Broadway, Suite 802, New York, NY 10038**.

WHEREAS

Grantor is the fee owner of certain real property located in Pinellas County, Florida, as more particularly described in **Exhibit “A”**, attached hereto and made a part hereof (hereinafter the “*Easement Property*”); and

Grantee is the owner of certain adjacent real property located in Pinellas County, Florida, as more particularly described in **Exhibit “B”**, attached hereto and made a part hereof (hereinafter, “*Benefited Property*”), which Benefited Property is the intended site of a beachfront resort hotel including a parking garage facility to be constructed thereupon (the “*Grantee Facilities*”); and

Grantor desires to grant unto Grantee a non-exclusive, perpetual easement over, above, upon, through and across the Easement Property for all lawful purposes, including, without limitation: (i) pedestrian ingress and egress over sidewalks, stairwells, landings, arcade, elevated sidewalks, and such other access paths as may be agreed upon between the parties for the purposes of allowing Grantee access to the Grantee Facilities, (ii) rights for and access to café seating, retail and restaurant operations and other facilities to provide concessions within the Easement Property, (iii) a pedestrian focal point and entrance to Beach Walk called the Palm Court area which may include a fountain and other aesthetic features, and (iv) an easement for the construction, use and occupancy of the sidewalks, landings, arcade, elevated sidewalks, stairwells, other access paths, café seating and other facilities as described in subsections (i), (ii) and (iii) above, including foundations and support columns and structures (collectively, the “*Access Improvements*”).

Now, therefore, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby declare as follows:

GRANT OF EASEMENT

1. Adoption of Recitals. The foregoing Recitals are hereby acknowledged as being true and correct, and the same are hereby adopted and made a part of this Grant of Easement.

2. Grant of Access Easement. Subject to the terms and conditions of this Grant of Easement, Grantor hereby conveys and grants to Grantee a non-exclusive, perpetual easement over, above, upon, through and across the Easement Property for all lawful purposes, including, without limitation: (i) pedestrian ingress and egress over sidewalks, stairwells, landings, arcade, elevated sidewalks, and such other access paths as may be agreed upon between the parties for the purposes of allowing Grantee access to the Grantee Facilities, (ii) rights for and access to café seating, retail and restaurant operations and other facilities to provide concessions within the Easement Property, which facilities may include a tiki hut and airstream trailer, and (iii) an easement for the construction, use and occupancy of the Access Improvements, including foundations and support columns and structures. Notwithstanding anything herein to the contrary, Grantee acknowledges and agrees that its right to use and enjoy the easements granted hereunder shall upon completion of construction of the improvements upon the Benefited Property remain in effect for so long as Benefited Property is developed and used in substantial accordance with the uses permitted under that certain Amended and Restated Development Agreement recorded in O.R. Book 16466, Page 1500, Public Records of Pinellas County, Florida, as subsequently amended from time to time (e.g. beachfront resort hotel associated parking garage facility and related facilities).

3. General. This Grant of Easement shall be binding upon both Grantor and Grantee, as well as all of their successors and assigns, and shall constitute covenants appurtenant to and running with the land described herein, and shall inure to the benefit and be binding upon the heirs, successors, assigns, tenants, agents, employees, guests and invitees of Grantee, and their successors and assigns.

4. Maintenance. Grantee shall be responsible for the construction and maintenance of the Access Improvements located on the Easement Property in a state a good condition and repair. Grantee shall perform all construction and maintenance in according with all applicable laws, codes and ordinances.

5. Notices. All notices, requests, demands and other communications which are required or may be given under this Grant of Easement shall be in writing and shall be deemed to have been given: (a) when received, if personally delivered; (b) the day after being sent, if sent for next-day delivery to a domestic address by recognized overnight delivery service (e.g. Federal Express); or (c) five days after being sent, if sent by certified or registered mail.

6. Attorneys' Fees. In the event of any dispute arising out of this Grant of Easement or any instrument given in connection herewith, or in the event it shall become necessary for any party to employ counsel to protect the party under this Grant of Easement or any instrument given in connection herewith, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, whether incurred out of court or in litigation, including fees and costs incurred for representation on appeals, expert witness fees and costs for paralegal assistance.

7. Binding Effect. This Grant of Easement, and all the terms, conditions, covenants, representations and warranties hereunder, shall be binding upon, and insure to the benefit of, the parties, their respective personal representatives, heirs, successors and permitted assigns.

8. Waivers. No action taken pursuant to this Grant of Easement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein, therein or in any document delivered in connection herewith or therewith. The waiver by any party to this Grant of Easement of a breach of any provisions of this Grant of Easement shall not operate or be construed as a waiver of any subsequent breach of such provision or as a waiver of any breach of any other provision of this Grant of Easement.

9. Construction and Venue. The formation, interpretation and performance of this Grant of Easement shall be construed pursuant to and governed by the laws of the State of Florida. The parties hereto hereby agree that the venue of any action, proceeding, claim, counterclaim, cross claim, or other litigation arising out of this Grant of Easement shall be in Pinellas County, Florida.

10. Headings. The headings of the various sections of this Grant of Easement are inserted for the convenience of the parties and shall not affect the meaning, construction or interpretation of this Grant of Easement.

11. Pronouns. The masculine pronoun, wherever used herein, shall mean or include the feminine or neuter pronoun wherever applicable, and whenever words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where such should apply.

12. Severability. If any clause or provision herein contained operates or would operate to invalidate this Grant of Easement in whole or in part, then such clause or provision shall only be deemed severed and not a part hereof, as though not contained herein, and the remainder of this Grant of Easement shall remain operative and in full force and effect.

13. Entire Agreement; Amendment. This Grant of Easement and all exhibits and schedules attached hereto together constitutes the entire agreement between and among the parties with respect to the subject matter hereof, which agreement supersedes all prior agreements and understandings, oral or written, between and among the parties to this Grant of Easement with respect to the subject matter hereof. This Grant of Easement may not be modified or otherwise amended except by a written instruction expressly referring to this Grant of Easement and executed by the party to this Grant of Easement against whom such amendment is sought to be enforced.

[Signature Page(s) to Follow]

[Rest of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed this Grant of Easement this ___ day of _____, 2026.

GRANTOR:

Countersigned:

CITY OF CLEARWATER, FLORIDA

Bruce Rector
Mayor

By: _____
Jennifer Poirrier
City Manager

Approved as to form:

Attest:

David Margolis
City Attorney

Rosemarie Call
City Clerk

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Jennifer Poirrier, as City Manager of the CITY OF CLEARWATER, FLORIDA, a Florida municipal corporation, on behalf of the corporation. He [is personally known to me] or [produced _____ as identification].

Notary Public – Signature

Print Name: _____

My Commission Expires: _____

GRANTEE:

JEMB POCONO LLC, a Delaware limited liability company

Witnesses:

Print: _____

Print: _____

By: _____

Print: _____

Its: _____

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, _____ of JEMB POCONO LLC, a Delaware limited liability company, on behalf of the company, who [is personally known to me] or [produced _____ as identification].

Notary Public – Signature

Print Name: _____

My Commission Expires: _____

Exhibit "A"
Easement Property

See attached.

Exhibit "B"
Benefited Property

A parcel of land being all of Lots 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 90, 91, 92, 94, 95 and 96 and portions of Lots 93, 97, 98, 99, 100, 101, 102 and 55, LLOYD-WHITE-SKINNER SUBDIVISION, as recorded in Plat Book 13, Page 12 of the Public Records of Pinellas County, Florida, together with a portion of 1st Avenue Right-of-Way, together with a portion of Gulf View Boulevard Right-of-Way, together with a portion of Lot 1, Block A, COLUMBIA SUBDIVISION, as recorded in Plat Book 23, Page 60 of the Public Records of Pinellas County, Florida, together with a portion of South Gulf View Boulevard Right-of-Way, lying within Sections 7 and 8, Township 29 South, Range 15 East, Pinellas County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of Lot 44, LLOYD-WHITE-SKINNER SUBDIVISION, as recorded in Plat Book 13, Page 12 of the Public Records of Pinellas County, Florida, same also being the Easterly corner of that certain property described as Parcel "G" in Official Records Book 18664, Page 2100 of the Public Records of Pinellas County, Florida; thence the following four (4) courses along the Easterly and Northerly lines of said Parcel "G", respectively; (1) thence S89°25'51"E, along the North line of said Lot 44, LLOYD-WHITE-SKINNER SUBDIVISION, (being the basis of bearings for this legal description), for 3.82 feet; (2) thence leaving said North line of Lot 44, LLOYD-WHITE-SKINNER SUBDIVISION, N06°06'39"E, for 0.88 feet to a point of curvature of a curve concave Southeasterly; (3) thence Northeasterly along the arc of said curve, having a radius of 34.00 feet, a central angle of 45°17'37", an arc length of 26.88 feet, and a chord bearing N28°45'28"E for 26.18 feet to the point of intersection with a non-tangent line, same being a Southerly corner of that certain property described as Parcel "H" in said Official Records Book 18664, Page 2100; (4) thence N89°25'51"W along the South line of said Parcel "H", for 29.08 feet to the point of intersection with a non-tangent curve, concave Southeasterly, same being the Southwest corner of said Parcel "H", same also being the POINT OF BEGINNING; thence the following three (3) courses along the North line of said Parcel "H" and the Westerly line of that certain property described as Parcel "C" in Official Records Book 18664, Page 2110 of the Public Records of Pinellas County, Florida, respectively; (1) thence leaving said Northerly line of Parcel "G", Northeasterly along the arc of said curve, from a radial bearing of N00°40'10"E, having a radius of 112.00 feet, a central angle of 52°26'29", an arc length of 102.51 feet, and a chord bearing N64°26'55"E, for 98.97 feet to the point of tangent; (2) thence S89°19'51"E, for 79.40 feet to a point of curvature of a curve concave Southwesterly; (3) thence Southeasterly along the arc of said curve, having a radius of 40.00 feet, a central angle of 95°26'30", an arc length of 66.63 feet, and a chord bearing S41°36'36"E for 59.19 feet to the point of tangent; thence S86°06'39"W, along said Westerly line of Parcel "C", the Southerly extension of said Westerly line of parcel "C", and the Westerly line of that certain property described as Parcel "D" in said Official Records Book 18664, Page 2110, respectively, for 507.33 feet to the Southwest corner of said Parcel "D"; thence N83°53'21"W, along the North line of the South 30.00 feet of Lot 102, said LLOYD-WHITE-SKINNER SUBDIVISION, the North line of the South 20.00 feet of Lot 55, said LLOYD-WHITE-SKINNER SUBDIVISION, and the Southerly line of said Parcel "G", respectively, for 227.00 feet to the Southwest corner of said Parcel "G"; thence N06°06'39"E, along the Westerly line of said Parcel "G", for 471.39 feet; thence continue along said Westerly line of Parcel "G", N49°05'46"E, for 21.57 feet; thence S89°25'51"E, along said Northerly line of Parcel "G" for 5.24 feet to the POINT OF BEGINNING.

FLD2026-02004
RESPONSES TO LETTER OF INCOMPLETENESS

- 1. Submit a legible property survey.**
 - Legible property survey included in re-submittal items.

- 2. Submit the proposed easement agreement draft.**
 - See attached easement agreement draft along with sketch and legal of proposed easement area.

- 3. Provide dimensions on proposed site plan.**
 - See revised site plan with dimensions shown.

- 4. Provide detailed landscaping plan showing how existing plant materials will be either maintained or relocated.**
 - There is currently no landscaping in the right-of-way due to destruction from the hurricanes of 2024.

- 5. Provide detail/architectural of all proposed vertical improvements within the expanded outdoor eating area/amenity area.**
 - Detailed architectural drawings/elevations of all proposed vertical improvements within the expanded outdoor eating area/amenity area will be provided prior to DRC. Applicant and staff are discussing how to best make sure the improvements match the old Florida vernacular and want the drawings/elevations to be reflective of that character.

- 6. Provide how this will impact the ISR for the previously approved project.**
 - This area was not included in the ISR calculation for the hotel as it is right-of-way and is not owned by the hotel. The materials being used in the right-of-way are sand and gravel stone which are pervious.

**FLD2008-05013A – 100 Coronado Drive
Responses To Development Review Committee Comments**

- ENGINEERING – Prior to CDB – Existing Utilities
Please show all existing utilities through the proposed area on the site plan.
 - **See revised plans attached showing existing utilities (including sanitary sewer, potable and reclaimed water mains) running through the proposed area. Proposed improvements will be coordinated to avoid construction over existing utilities unless specifically approved by the City and utility provider.**

- ENGINEERING – Prior to CDB (Acknowledge) – General Comments
Please acknowledge each condition in your response:
 1. Written Acknowledgement of all Engineering (including Stormwater, Traffic, Utilities, and Environmental) conditions/comments is required.
 2. Plans submitted have been reviewed for general engineering criteria only, additional comments (including Stormwater, Traffic, Utilities and Environmental) may be forthcoming upon submittal of a Building Permit Application.
 3. Applicant shall be responsible for maintaining all landscaping, irrigation, hardscaping, and lighting located within Right of Way.
 4. Work on right-of-way shall require a permit with the appropriate jurisdiction.
 5. Vacation/Establishment of easements will need to be completed prior to C of O.
 - **Acknowledged. The Applicant and its design team acknowledges all engineering, stormwater, traffic, utilities, and environmental conditions and understands that additional comments may be issued during building permit review. Applicant will maintain applicable improvements within the right-of-way, obtain required right-of-way permits, and complete required easement actions prior to Certificate of Occupancy.**

- LAND RESOURCE – Prior to CDB – Tree Sizes
The King Alexander Palms must be a minimum of 10-foot clear trunk (CT). Please revise.
 - **Acknowledged. The landscape schedule and related notes will be revised to specify King Alexander Palms with a minimum 10-foot clear trunk.**

- PLANNING – Prior to CDB – Acknowledge Flood Zone
It has been determined that your proposed project is in a flood zone and will be required to be designed accordingly. The city has adopted higher standards which will impact your final building design flood elevations. Please verify the base flood elevation for your property as established on a Flood Insurance Rate Map (FIRM) and confirm if locally determined data from the Pinellas County Sea Level Rise and Storm Surge Vulnerability Assessment was used to establish more restrictive flood elevations. For properties that are affected by multiple flood zones the design should be based on the most stringent base flood elevation (FIRM or County Vulnerability Assessment) that intersects the proposed structure and include the required two (2') feet of additional elevation (i.e. freeboard) to determine your final design flood elevation.

Flood related reference material may include, but is not limited to ASCE 24-14, FBC 1612, FBCR 322, the city's Flood Ordinance (i.e. Community Development Code Chapter 51 Flood damage prevention. Please contact our Floodplain Administrator or a Plans Examiner if you have any questions at 727-562-4567.

➤ **Acknowledged. Applicant and its design team will verify applicable flood zones, base flood elevations, locally adopted flood-hazard elevations, and the City's two-foot freeboard requirement and ensure that no permanent structures will be placed in violation of these provisions. The design does not contemplate placement of any permanent structures beneath the base flood elevation and will be utilizing mobile vending carts which are able to be moved in the event of a flood event.**

- PLANNING – Prior to CDB – Acknowledge General Comments

Please note that additional comments may be generated at or after the Development Review Committee (DRC) meeting based on responses to DRC comments. Substantial redesign or unresolved issues will delay the ability to receive a Development Order and another DRC meeting may be required.

All plans and supporting documents must match. Additionally, any changes to plans, elevations, and other supporting documents must be coordinated for consistency across all documentation to move forward.

Pursuant to Fla. Stat. § 166.033, “Within 120 days after the municipality has deemed the application complete, or 180 days for applications that require final action through a quasijudicial hearing or a public hearing, the municipality must approve, approve with conditions, or deny the application for a development permit or development order. Both parties may agree to a reasonable request for an extension of time, particularly in the event of a force majeure or other extraordinary circumstance.”

Revised applications that are not timely resubmitted to address DRC conditions, or for which a request for an extension of time is not received and agreed upon in a timeframe consistent with Florida Statutes, may be denied.

In order to be reviewed by the Community Development Board (CDB) on June 17, 2026, electronic copies of all updated materials must be submitted no later than 12:00 p.m. on May 15, 2026.

➤ **Acknowledged.**

- PLANNING – Prior to CDB – Address Floodplain Administrator Comments

1. Review, not sufficient.

a. Described uses are inconsistent with the City's participation with the NFIP.

2. The site has the following flood zones (100 Coronado): AE and CAZ.

a. Seaward of the Limit of Moderate Wave Action (LiMWA)

3. Coastal Ordinance, Zone 2 (75-300' from CCCL)

4. Letter of Map Revision issued in/about 2008, from records reviewed, not revalidated in 2021 by FEMA.
5. City's freeboard requirement: 2' + BFE-Flood-hazard elevation: 15.2' – 16.2', NAVD 88
6. Regulatory elevations, Vulnerability Assessment Study flood-hazard elevation: 13.2' – 14.2', NAVD 88
 - a. Non-regulatory elevations, Flood Insurance Rate Map's designated BFE: AE, elev. 10' NAVD 88
7. Other map service information per the City's flood-zone determination:
 - a. Natural Functions: there are wetlands and deepwater habitats in this area, but the site is not included within the designated area.
 - b. Flood depth per FIRM: approximately 0' to 4'.
 - c. Flood depth per Vulnerability Assessment: approximately 5' to 6'.
 - d. Historical flooding area: Structure, no, but adjacent/nearby. CRS, yes.
 - e. Flood insurance: yes, required for federally-backed mortgages or federally-backed grants.

➤ **The proposed uses are consistent with the City's participation with the NFIP. Applicant is proposing to utilize mobile vending carts which are not considered structures and are able to be moved prior to a flooding event. The LiMWA line is not applicable to these mobile vending carts because they will be removed at the time of any flooding event and therefore have no need for dry floodproofing. The design does not contemplate placement of any permanent structures beneath the base flood elevation.**

- PLANNING – Prior to CDB – Clarify License Area

Clearly identify the proposed license area on all plans, including landscape plans.

➤ **See revised plans uploaded as part of re-submittal. The proposed license area is clearly delineated on the applicable plans, including site, life safety, landscape, and detail sheets, to maintain consistency across the submittal package.**

- PLANNING – Prior to CDB – Configuration Consistency

The configuration/location of all improvements do not exactly match other plan sheets. Please clarify.

➤ **Acknowledged. The plan sheets will be coordinated so that the location and configuration of all proposed improvements match across architectural, site, landscape, and illustrative sheets. Any intentional diagrammatic differences will be clarified with notes.**

- PLANNING – Prior to CDB – Consistency with Beach by Design

Notwithstanding other comments on this topic, please clearly demonstrate how the proposed improvements—including, but not limited to, the installation of trailers such as the tiki hut and Airstream—comply with all applicable design requirements of the Beach by Design guidelines.

- See revised Beach by Design Criteria responses and General/Flexibility Criteria Narrative responses attached. The proposed mobile vending carts will be fully re-designed to incorporate the coastal Florida, tropical theme promoted by Beach by Design and will fit within the community character of the Beach Walk District. Additionally, the design of the mobile vending carts will utilize the appropriate color palette and the overall design will incorporate these coastal Florida, tropical elements so that the mobile vending carts fit seamlessly within the design. The proposed development including the mobile vending carts will provide the form/benefit of an added food and beverage option along Beach Walk with the functionality to be moved, not burdening the area with permanent structures that will be affected by flood events; this functionality benefits Clearwater Beach as a whole by not creating additional flood risk along Beach Walk.

- PLANNING – Prior to CDB – Consistent Plans

The layout of sheet G210 does not match the layout of improvements on sheets G20.0 and G21.0. Please revise.

 - **Acknowledged. Sheet G210 will be revised and coordinated with sheets G20.0 and G21.0 so all layouts match. Sheet references and revision clouds should identify the corrected areas.**

- PLANNING – Prior to CDB – Directionals

Sheets ID-7.40 and ID-7.41 are labeled as south elevation, but is likely a west elevation. Please clarify.

 - **Acknowledged. Elevation labels, orientation tags, and sheet titles will be reviewed and corrected. these elevations are west-facing, the sheets will be relabeled accordingly.**

- PLANNING – Prior to CDB – Gates and Path of Removal

Any proposed gates must be designed to swing only inward within the proposed license area and shall not encroach or swing outward beyond the license boundaries. The plans must also clearly depict the access route and removal path necessary to allow all improvements identified for removal to be fully removed from the site upon issuance of weather warnings.

 - **Acknowledged. Gate swings will be revised/confirmed to swing inward within the license area only. The plans will depict a clear access route and removal path for temporary/removable improvements in response to weather warnings. This will be shown diagrammatically on the site plan with keyed notes.**

- PLANNING – Prior to CDB – Increase Size of Shrubs

For an immediate and robust landscape impact that reinforces a beach-oriented aesthetic, provide 15-gallon plant material installed at a minimum height of greater than three (3) feet, and clearly specify Florida No. 1 grade or better. The landscape plan shall incorporate native and Florida-Friendly species.

All plant material shall be healthy, free from pests and disease, and consist of native species or non-invasive species that are naturalized to Central Florida. Plant selections shall be consistent with recommendations from the Southwest Florida Water Management District, Florida Native Plant Society, FloridaYards.org, the University of Florida/IFAS Extension, or other sources as approved by the Community Development Coordinator.

➤ **Acknowledged. The landscape schedule and planting notes will be revised to specify 15-gallon shrubs at greater than 3-foot minimum installed height, Florida No. 1 grade or better, using native, Florida-Friendly, or approved non-invasive naturalized species. Source criteria will be documented in landscape notes.**

- PUBLIC UTILITIES – Prior to CDB – Utilities

Call out and acknowledge on drawings the location of sanitary sewer, potable and reclaimed water mains. Proper easements must be maintained to avoid building on top of existing utilities.

➤ **Acknowledged. Utility locations and easements will be called out on the drawings. The design team will coordinate proposed improvements to avoid conflicts with sanitary sewer, potable water, and reclaimed water mains and maintain required easements.**

- SOLID WASTE – Prior to CDB – Trash

Please verify that solid waste from this area will be processed by hotel employees through the existing hotel compactor.

➤ **Yes, solid waste generated by the outdoor amenity area will be collected by hotel staff and processed through the existing hotel compactor. The drawings or response narrative will note this operational procedure.**

- STORMWATER – Prior to CDB – Acknowledge (general comment)

DRC review is a prerequisite for Building Permit Review; additional comments may be forthcoming upon submittal of a Building Permit Application.

➤ **Acknowledged. The applicant/design team understands that additional stormwater comments may be issued during Building Permit Review and will address those comments as part of the permit process.**

- TRAFFIC ENGINEERING – Prior CDB – Beach Walk

1. Scope of work should not include modification to the existing Beach Walk sidewalk or impede upon the pedestrian path. The proposed plan depicts elements modifying the existing Beach Walk sidewalk reducing overall sidewalk width and creating obstructions with gates opening into the pedestrian path at the western gated entry.

➤ **See revised plans as part of re-submittal. The revised plans do not include modification to the existing Beach Walk sidewalk or impede upon the pedestrian path showing all gates opening inward away from the pedestrian path.**

2. Please clarify if the western gate (adjacent to the crosswalk) is to be used as a primary entry/exit.

- **Yes, the western gate is to be used as a primary entry/exit. There are only two entry/exit points showing on the plans, both along the southern portion of the proposed area.**