

**EXHIBIT 1**  
**Development Agreement dated October 17, 2014**

**HOTEL DENSITY RESERVE DEVELOPMENT AGREEMENT**

THIS HOTEL DENSITY RESERVE DEVELOPMENT AGREEMENT ("Agreement") is dated the 17<sup>th</sup> of October, 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") only the real property zoned "T" is the subject of this Agreement ("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 with parking spaces on the .659 acres zoned "T" ("Planned

KEN BURKE, CLERK OF COURT  
AND COMPTROLLER PINELLAS COUNTY, FL  
INST#: 2014294394 10/23/2014 at 08:46 AM  
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DocType:AGM RECORDING: \$324.50

Resort”) and also, generally conforming to the architectural elevation dimensions shown in composite Exhibit “B”; and

WHEREAS, this agreement terminates DVA2010-08001 and FLD 2013-02007, and allocates 66 units from the Hotel Density Reserve Pool to this planned resort; 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 October 15, 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 .659 acres of real

property that is zoned "T" and 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:

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

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

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

6.1.4 Covenant of Unified Use. Prior to the issuance of the first building permit for the Planned Resort, the Developer hereby agrees to execute the covenant of unified use and development providing that the Planned Resort 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 (3<sup>rd</sup>) day following deposit in the United States mail, certified mail, return receipt requested. The parties may change the addresses set forth above (including the addition of a mortgagee to receive copies of all notices), by notice in accordance with this Section.

**SECTION 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

Amani Barsoum  
Print Name Amani Barsoum

By: [Signature]  
Name: Jeffrey Keierleber  
Title: Managing member

\_\_\_\_\_  
Print Name \_\_\_\_\_  
As to "Developer"

CITY OF CLEARWATER, FLORIDA

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

\_\_\_\_\_  
Print Name \_\_\_\_\_  
As to "City"

Attest:

Rosemarie Call  
Rosemarie Call, CMC, City Clerk



Countersigned:

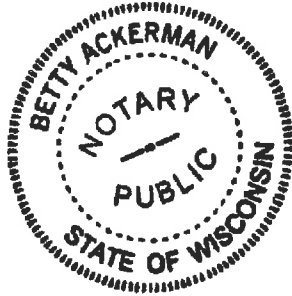
- geor. enretkos  
George N. Cretekos, Mayor

Approved as to Form:

[Signature]  
Camilo Soto, Assistant City Attorney

STATE OF ~~FLORIDA~~ Wisconsin  
COUNTY OF PINELLAS Waukesha

The foregoing Declaration was acknowledged before me this 9<sup>th</sup> day of October, 2014, by Jeffrey Keierleber, as managing member of Decade Sea Captain, LLC, on behalf of the aforesaid entity. He is  personally known to me or has  produced \_\_\_\_\_ as identification.



Betty Ackerman  
Print: Betty Ackerman  
Notary Public - State of Florida  
My Commission Expires: 8-26-2017

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of October, 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.

A circular notary seal for Sandra Harriger, Notary Public, State of Florida. The seal features a central palm tree and the text "FLORIDA NOTARY ASSOCIATION", "SINCE 1976", "SANDRA HARRIGER", "NOTARY PUBLIC", "STATE OF FLORIDA", "Comm# EE142238", and "Expires 1/4/2016".  
SANDRA HARRIGER  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE142238  
Expires 1/4/2016

Sandra Harriger  
Print: Sandra Harriger  
Notary Public - State of Florida  
My Commission Expires: 1/4/2016

**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.

Less and except the .172AAcres zoned LMDR.

**EXHIBIT "B"**

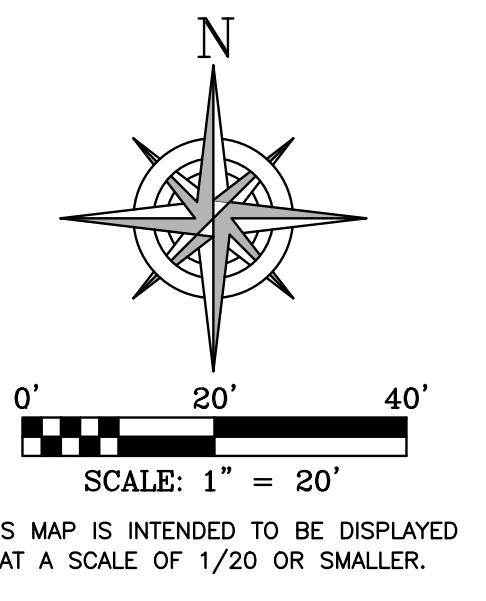
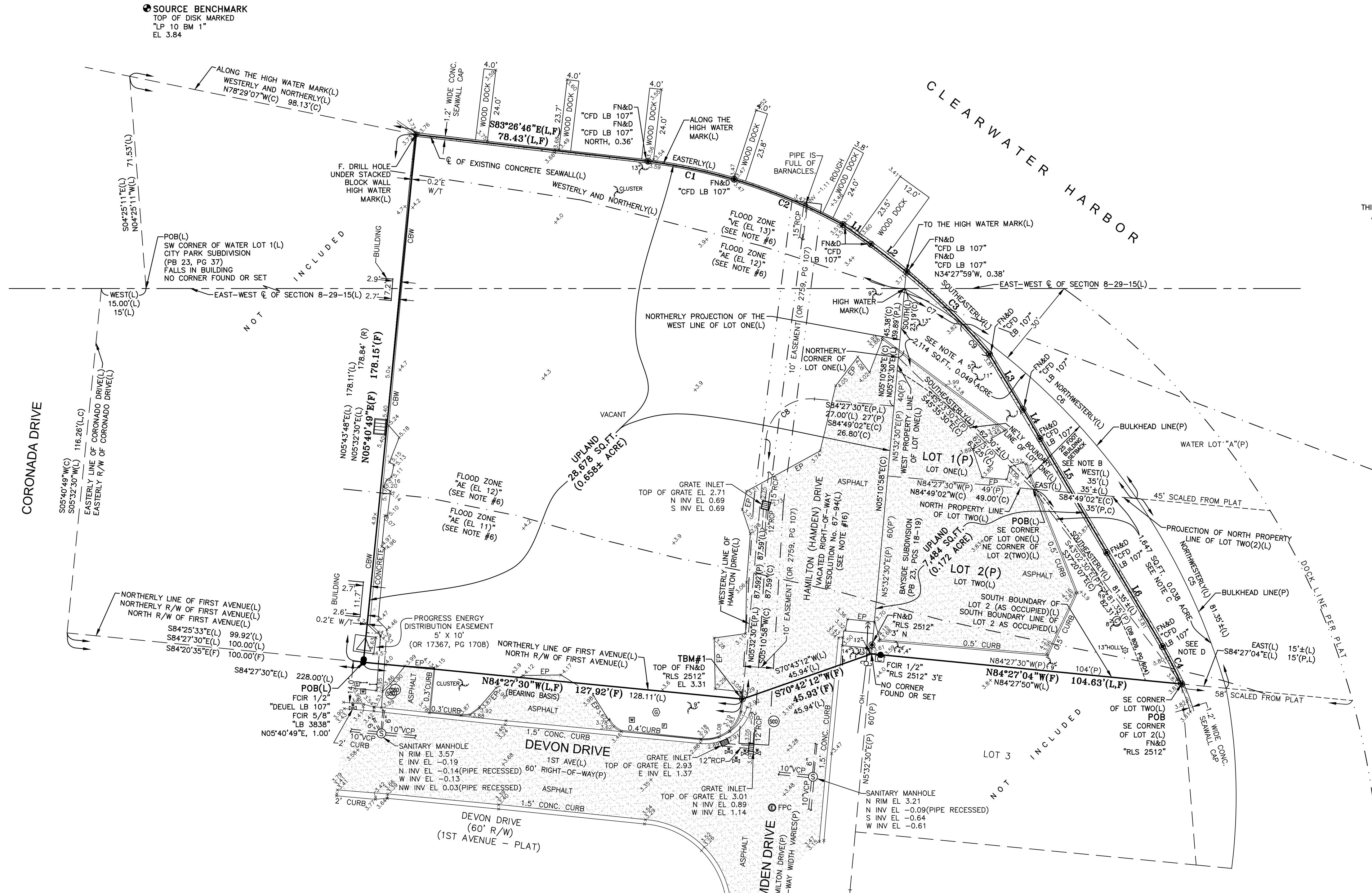
**Survey, Conceptual Site Plan, and Architectural Drawings**





LEGEND

- A/C AIR CONDITIONER
- ADA AMERICANS WITH DISABILITIES ACT
- DB DETECTABLE SURFACE
- BFPD BACK FLOW PREVENTION DEVICE
- B/T BUILDING TIE
- C# CURVE - SEE CURVE TABLE
- (C) CALCULATED
- CBW CONCRETE BLOCK WALL
- CFD C. FRED DEUEL & ASSOCIATES, INC.
- CLF CENTERLINE
- CLF CHAIN LINK FENCE
- CONC. CONCRETE
- C/T CURB TIE
- CRW CONCRETE RETAINING WALL
- (DB) DEED BOOK
- ERCP ELLIPTICAL REINFORCED CONCRETE
- EP PIPE
- EL ELEVATION
- F FOUND
- (F) FIELD
- FB FIELD BOOK
- FCIR FOUND CAPPED IRON ROD
- FCM FOUND CONCRETE MONUMENT
- FFE FINISHED FLOOR ELEVATION
- FIP FOUND IRON PIPE
- FIR FOUND IRON ROD
- FN&D FOUND NAIL AND DISK
- FPC FLORIDA POWER CORPORATION/PROGRESS ENERGY (NOW KNOWN AS DUKE ENERGY)
- F/T FENCE TIE IDENTIFICATION
- LD LINE - SEE LINE TABLE
- (L) LEGAL DESCRIPTION
- LB LICENSED BUSINESS
- MH MANHOLE
- NE'LY NORTHEASTERLY
- NGS NATIONAL GEODETIC SURVEY
- NO NUMBER
- OH OVERHEAD WIRES
- OR OFFICIAL RECORD BOOK
- (P) PLAT BOOK 23, PAGES 18-19
- PB PLAT BOOK
- (PCPAO) PINELLAS COUNTY PROPERTY APPRAISER'S WEB SITE DATA
- PC PAGE/PAGES
- PLS PROFESSIONAL LAND SURVEYOR
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PSM PROFESSIONAL SURVEYOR & MAPPER
- PVC POLY VINYL CHLORIDE PIPE
- PVCF POLY VINYL CHLORIDE FENCE
- P/T PAVEMENT TIE
- RCP REINFORCED CONCRETE PIPE
- RNG RANGE
- R/W RIGHT-OF-WAY
- SEC. SECTION
- SAN. SANITARY
- SCIR SET CAPPED IRON ROD
- SCO SANITARY CLEAN-OUT
- SMD SET "MAG" NAIL AND DISK
- SW/T SIDEWALK TIE
- SQ.FT. SQUARE FEET
- TBM TEMPORARY BENCHMARK
- TYP TYPICAL
- TWP. TOWNSHIP
- VCP VITRIFIED CLAY PIPE
- WF WOOD FENCE
- W/T WALL TIE
- ASPHALT
- BRICK
- CONCRETE



SYMBOL LEGEND	
--- BACK FLOW PREVENTION DEVICE	☆ LIGHT POLE
⊙ BOLLARD	⊙ MISCELLANEOUS TREE
⊠ CABLE TV BOX	⊙ MONITORING WELL
⊙ CLEANOUT	⊙ NAIL AND DISK (SET)
⊙ CONCRETE LIGHT POLE	⊙ NAIL & DISK (FOUND)
⊙ CONCRETE MONUMENT (FOUND)	⊙ OAK TREE
⊙ CROSS WALK POLE	⊙ PALM TREE
⊙ CYPRESS	⊙ PARKING SPACES
⊙ ELECTRIC BOX	⊙ PINE TREE
⊙ ELECTRIC METER	⊙ POWER/UTILITY WOOD POLE
⊙ ELECTRIC TRANSFORMER	⊙ RAILROAD SAFETY ARM
⊙ ELEVATION	⊙ RECLAIMED WATER METER
⊙ ELEVATION	⊙ RECLAIMED WATER VALVE
⊙ BACK OF CURB	⊙ RED MAPLE
⊙ FLOW LINE	⊙ SANITARY MANHOLE
⊙ EDGE OF PAVEMENT	⊙ SANITARY SEWER CLEANOUT
⊙ ELM	⊙ SIGN
⊙ FIRE HYDRANT	⊙ STORM SEWER MANHOLE
⊙ GAS MARKER POST	⊙ TELEPHONE PEDESTAL
⊙ GAS VALVE	⊙ TEMPORARY BENCHMARK
⊙ GRATE INLET	⊙ TRAFFIC SIGNAL JUNCTION BOX
⊙ GUY WIRE ANCHOR	⊙ WATER METER
⊙ HANDICAP PARKING SPACE	⊙ WATER VALVE
⊙ IRON PIPE (FOUND)	⊙ X-CUT (FOUND)
⊙ IRON ROD (FOUND)	⊙ YARD DRAIN
⊙ IRON ROD (SET)	
⊙ IRRIGATION CONTROL VALVE	

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1(L,F)	195.34'	29.59'	S78°08'53"E	29.56'
C2(L,F)	184.81'	39.63'	S67°23'14"E	39.55'
C3(L,F)	210.97'	39.26'	S45°10'29"E	39.20'
C4(L)	198.30'	14.06'	S27°09'16"E	14.06'
C4	198.30'(L,C)	14.08'(C)	S28°33'56"E(F)	14.08'(F)
C5(P)	195.702'	81.35'±(L)		
C5(L)	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(L)	15'	23.58'	N50°32'30"E	21.21'
C8(P)	15'	23.56'	N50°32'30"E	21.21'
C8(C)	15.00'	23.56'	N50°10'58"E	21.21'
C9(L)	210.97'	13.54'	S41°40'59"E	13.54'

LINE TABLE		
LINE	DISTANCE	BEARING
L1(L,F)	11.52'	S55°02'38"E
L2(L,F)	15.22'	S52°13'39"E
L3(L,F)	21.66'	S31°18'16"E
L4(L,F)	11.36'	S30°11'51"E
L5(L,F)	44.42'	S30°23'47"E
L6(L,F)	36.72'	S30°40'13"E

**DEUEL & ASSOCIATES**  
CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

565 SOUTH HERCULES AVENUE  
CLEARWATER, FL 33764  
PHONE: 727.822.4151  
WWW.DEUELENGINEERING.COM  
CERTIFICATE OF AUTHORIZATION NUMBER 26320  
LICENSED BUSINESS NUMBER 107

**BOUNDARY AND TOPOGRAPHIC SURVEY**  
40 DEVON DRIVE  
CLEARWATER, FLORIDA

PREPARED FOR:  
DECADE PROPERTIES, INC.  
13555 BISHOPS CT., STE 345  
BROOKFIELD, WI 53005

I, ALBERT P. CARRIER, THE SURVEYOR IN RESPONSIBLE CHARGE, CERTIFY THAT THE SKETCH REPRESENTED HEREON WAS MADE UNDER MY SUPERVISION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES AS PRESCRIBED IN CHAPTER 51-17.02(2)(b) DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. THIS DOCUMENT IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND BASED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

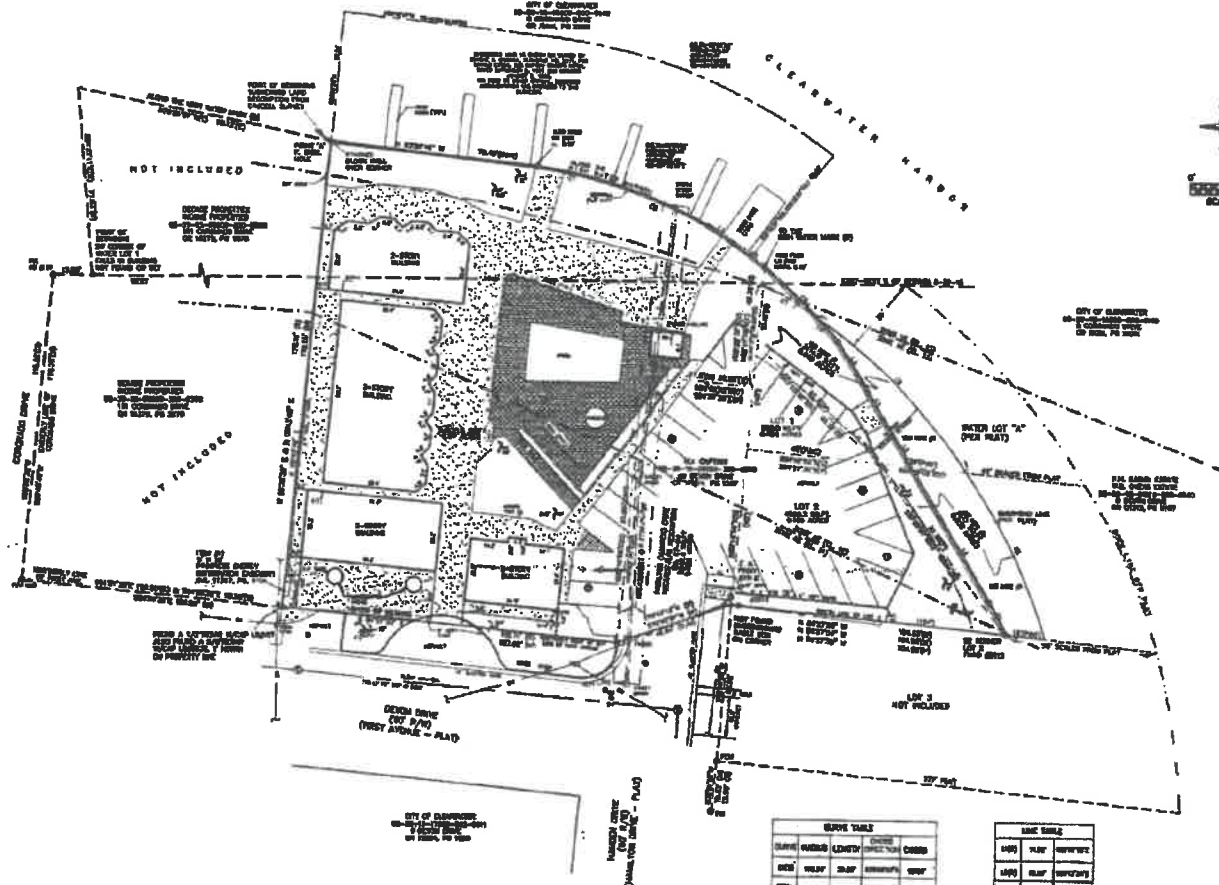
**FOR REVIEW**  
ALBERT P. CARRIER, PSM 6488

SEE SHEET 1 FOR DESCRIPTIONS, SURVEYOR'S REPORT AND SURVEYOR'S NOTES.

WORK ORDER NO.	2010-63
FIELD DATE:	2/14/2019
DRAWN BY:	LKC [FB: 201 PG: 10]
SCALE:	1" = 20'
SHEET NO.	2 OF 2

May 16, 2019 - 2:40pm X:\CAD Projects\Projects\2010\2010-63 SEA CAPTAIN HOTEL\Survey\Map\2010-63-RT.dwg



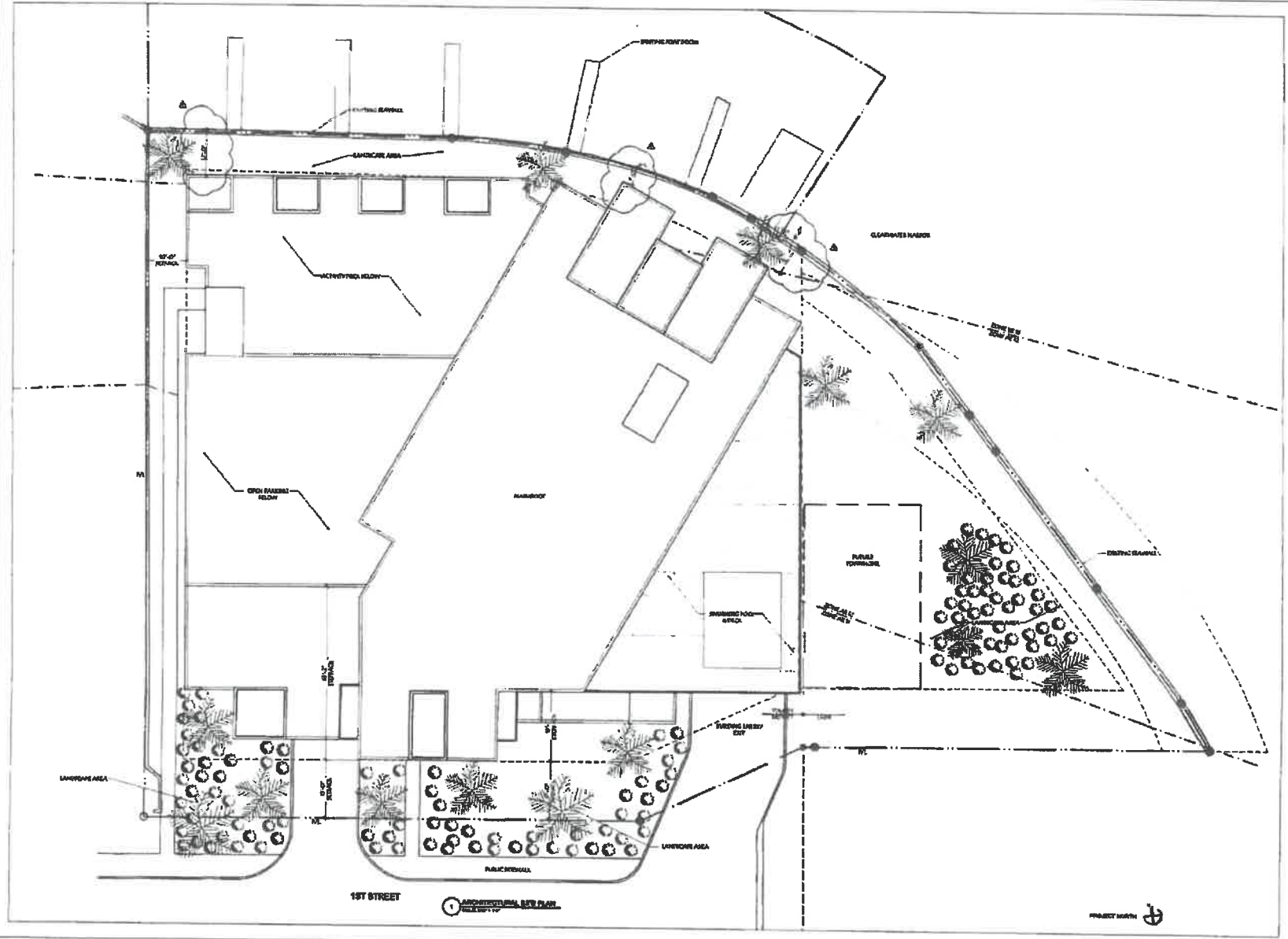


- 1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
- 2. THE BOUNDARY SURVEY HAS BEEN MADE TO THE CENTERS OF ALL CURVED LINES.
- 3. THE AREA SHOWN AS "NOT INCLUDED" IS NOT PART OF THIS SURVEY.
- 4. THE SURVEYOR HAS NOT BEEN REQUIRED TO LOCATE ANY UNRECORDED INTERESTS.
- 5. THE SURVEYOR HAS NOT BEEN REQUIRED TO DETERMINE THE ACQUISITION METHOD FOR ANY EASEMENTS.
- 6. THE SURVEYOR HAS NOT BEEN REQUIRED TO DETERMINE THE DATE OF ACQUISITION FOR ANY EASEMENTS.
- 7. THE SURVEYOR HAS NOT BEEN REQUIRED TO DETERMINE THE SCOPE OF ANY EASEMENTS.
- 8. THE SURVEYOR HAS NOT BEEN REQUIRED TO DETERMINE THE TERMS OF ANY EASEMENTS.
- 9. THE SURVEYOR HAS NOT BEEN REQUIRED TO DETERMINE THE LOCATION OF ANY EASEMENTS.
- 10. THE SURVEYOR HAS NOT BEEN REQUIRED TO DETERMINE THE WIDTH OF ANY EASEMENTS.
- 11. THE SURVEYOR HAS NOT BEEN REQUIRED TO DETERMINE THE DEPTH OF ANY EASEMENTS.
- 12. THE SURVEYOR HAS NOT BEEN REQUIRED TO DETERMINE THE HEIGHT OF ANY EASEMENTS.
- 13. THE SURVEYOR HAS NOT BEEN REQUIRED TO DETERMINE THE AREA OF ANY EASEMENTS.
- 14. THE SURVEYOR HAS NOT BEEN REQUIRED TO DETERMINE THE VOLUME OF ANY EASEMENTS.
- 15. THE SURVEYOR HAS NOT BEEN REQUIRED TO DETERMINE THE WEIGHT OF ANY EASEMENTS.
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- 43. THE SURVEYOR HAS NOT BEEN REQUIRED TO DETERMINE THE WEIGHT OF ANY EASEMENTS.
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- 45. THE SURVEYOR HAS NOT BEEN REQUIRED TO DETERMINE THE WIDTH OF ANY EASEMENTS.
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- 48. THE SURVEYOR HAS NOT BEEN REQUIRED TO DETERMINE THE AREA OF ANY EASEMENTS.
- 49. THE SURVEYOR HAS NOT BEEN REQUIRED TO DETERMINE THE VOLUME OF ANY EASEMENTS.
- 50. THE SURVEYOR HAS NOT BEEN REQUIRED TO DETERMINE THE WEIGHT OF ANY EASEMENTS.

LEGEND	SYMBOL	DESCRIPTION
1	[Symbol]	Iron pipe in ground
2	[Symbol]	Wood pipe in ground
3	[Symbol]	Asphalt pavement
4	[Symbol]	Concrete pavement
5	[Symbol]	Gravel
6	[Symbol]	Soil
7	[Symbol]	Water
8	[Symbol]	Light
9	[Symbol]	Electric
10	[Symbol]	Gas
11	[Symbol]	Telephone
12	[Symbol]	Cable TV
13	[Symbol]	Iron rebar
14	[Symbol]	Wood rebar
15	[Symbol]	Reinforced concrete
16	[Symbol]	Block masonry
17	[Symbol]	Brick masonry
18	[Symbol]	Stone masonry
19	[Symbol]	Foundation
20	[Symbol]	Basement
21	[Symbol]	Attic
22	[Symbol]	Roof
23	[Symbol]	Shingles
24	[Symbol]	Flashing
25	[Symbol]	Gutter
26	[Symbol]	Downspout
27	[Symbol]	Eave
28	[Symbol]	Gable end
29	[Symbol]	Parapet
30	[Symbol]	Chimney
31	[Symbol]	Staircase
32	[Symbol]	Elevator
33	[Symbol]	Ramp
34	[Symbol]	Walkway
35	[Symbol]	Driveway
36	[Symbol]	Patio
37	[Symbol]	Deck
38	[Symbol]	Pool
39	[Symbol]	Spa
40	[Symbol]	Hot tub

STATION	BEARING	LENGTH	AREA	CORNER
1	N 15° 30' 00" E	10.00	0.0000	TOP OF IRON PIPE
2	S 75° 00' 00" E	10.00	0.0000	TOP OF IRON PIPE
3	S 15° 30' 00" W	10.00	0.0000	TOP OF IRON PIPE
4	N 75° 00' 00" W	10.00	0.0000	TOP OF IRON PIPE
5	N 15° 30' 00" E	10.00	0.0000	TOP OF IRON PIPE
6	S 75° 00' 00" E	10.00	0.0000	TOP OF IRON PIPE
7	S 15° 30' 00" W	10.00	0.0000	TOP OF IRON PIPE
8	N 75° 00' 00" W	10.00	0.0000	TOP OF IRON PIPE

STATION	BEARING	LENGTH	AREA	CORNER
1	N 15° 30' 00" E	10.00	0.0000	TOP OF IRON PIPE
2	S 75° 00' 00" E	10.00	0.0000	TOP OF IRON PIPE
3	S 15° 30' 00" W	10.00	0.0000	TOP OF IRON PIPE
4	N 75° 00' 00" W	10.00	0.0000	TOP OF IRON PIPE
5	N 15° 30' 00" E	10.00	0.0000	TOP OF IRON PIPE
6	S 75° 00' 00" E	10.00	0.0000	TOP OF IRON PIPE
7	S 15° 30' 00" W	10.00	0.0000	TOP OF IRON PIPE
8	N 75° 00' 00" W	10.00	0.0000	TOP OF IRON PIPE



**behar peteranecz**

1111 S.W. 15th Ave. Suite 2000, Miami, FL 33135  
 Phone: 305.375.1234

The drawings to the project are the property of Behar Peteranecz, Inc. and shall remain the property of Behar Peteranecz, Inc. All drawings are preliminary and subject to change without notice.

DATE: 12/11/13  
 PROJECT NO: 1301

**SEA CAPTAIN HOTEL**  
 40 DEVON DRIVE  
 CLEARWATER, FL

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	12/11/13
2	ISSUED FOR PERMITS	12/11/13
3	ISSUED FOR PERMITS	12/11/13
4	ISSUED FOR PERMITS	12/11/13
5	ISSUED FOR PERMITS	12/11/13
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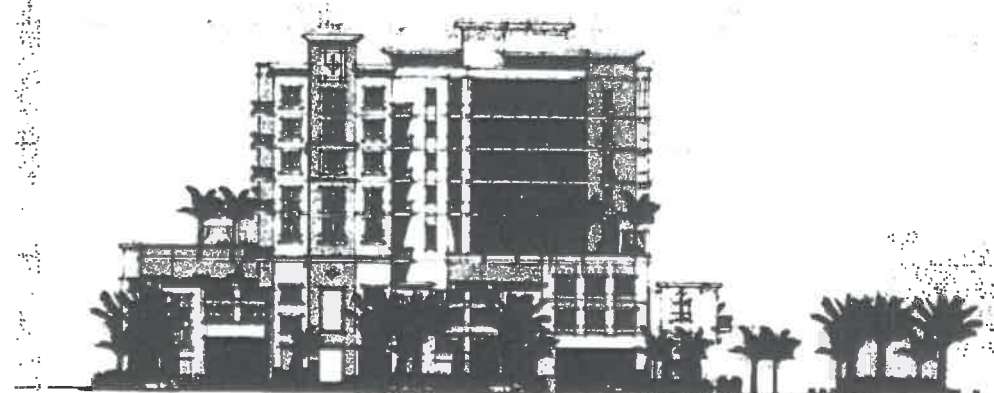
SEA14.01  
 SITE PLAN

DATE: 2013.07.25

**A1\_0**

PRELIMINARY DESIGN

Section of the building  
SECTION NO. 101 TO 110 OF THE  
DRAWING  
SECTION OF THE BUILDING  
SECTION NO. 101 TO 110 OF THE  
DRAWING



SEA CAPTAIN HOTEL  
SECTION 101 TO 110 OF THE DRAWING

Section of the building  
SECTION NO. 101 TO 110 OF THE  
DRAWING  
SECTION OF THE BUILDING  
SECTION NO. 101 TO 110 OF THE  
DRAWING



SEA CAPTAIN HOTEL  
SECTION 101 TO 110 OF THE DRAWING

**behar  
peteranecz**

FOR PROJECT  
1110 North Beach, Miami  
FL 33139  
THE DRAWING IS THE PROPERTY OF  
BEHAR PETERANECZ ARCHITECTS  
AND SHALL BE USED ONLY FOR THE  
PROJECT AND SITE SPECIFICALLY  
IDENTIFIED THEREIN.

ARCHITECT  
BEHAR PETERANECZ  
ARCHITECTS  
P.A.

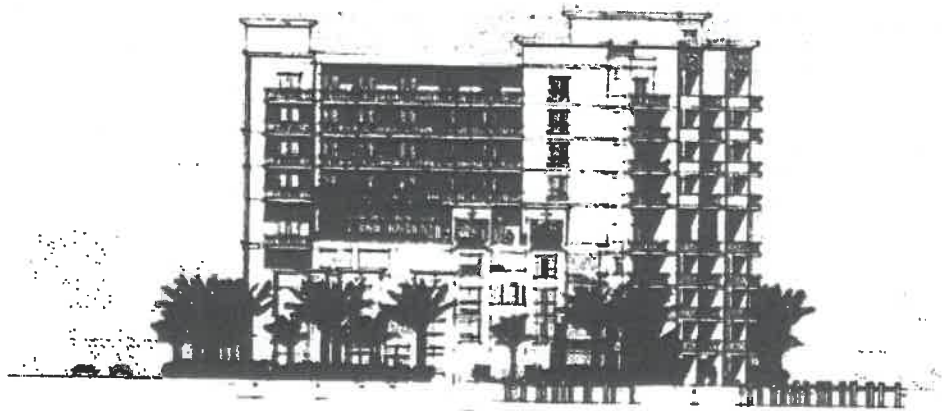
PROJECT NAME  
**SEA CAPTAIN  
HOTEL**  
40 DEVON DRIVE  
CLEARWATER, FL

NO.	DATE	DESCRIPTION

PROJECT NO.  
SEA14.01  
DRAWING TYPE  
**EXTERIOR  
ELEVATIONS**  
DATE PLOT  
2013.07.26

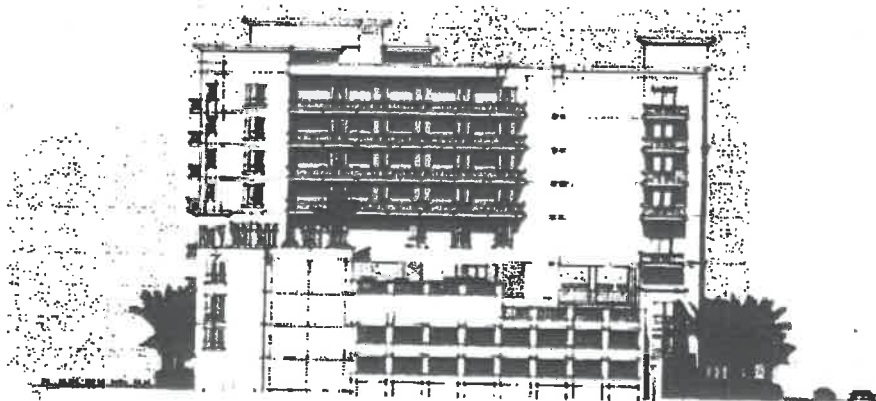
SCALE  
**A5\_1**  
PRELIMINARY DESIGN

- LEVEL 1
- LEVEL 2
- LEVEL 3
- LEVEL 4
- LEVEL 5
- LEVEL 6
- LEVEL 7
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- LEVEL 25



EAST ELEVATION

- LEVEL 1
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- LEVEL 22
- LEVEL 23
- LEVEL 24
- LEVEL 25



WEST ELEVATION

**behar**  
**peteranecz**

111 N. Kings Street, Suite 1100, Tampa, Florida 33604

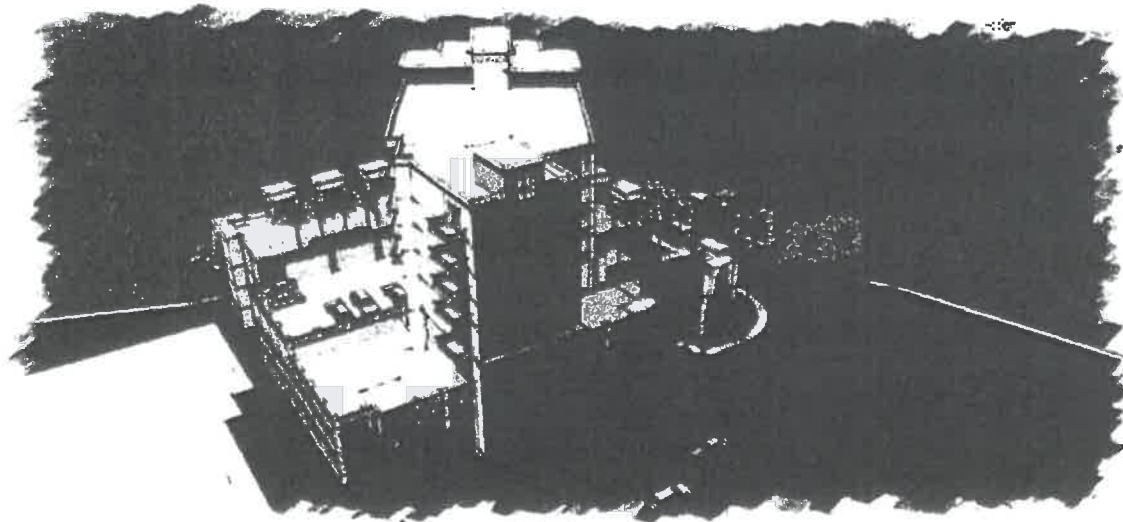
PHOTOGRAPHY BY PHOTODISK.COM  
 VISUALIZATION BY PHOTODISK.COM  
 VISUALIZATION BY PHOTODISK.COM

**SEA CAPTAIN**  
**HOTEL**  
 40 DEVON DRIVE  
 CLEARWATER, FL

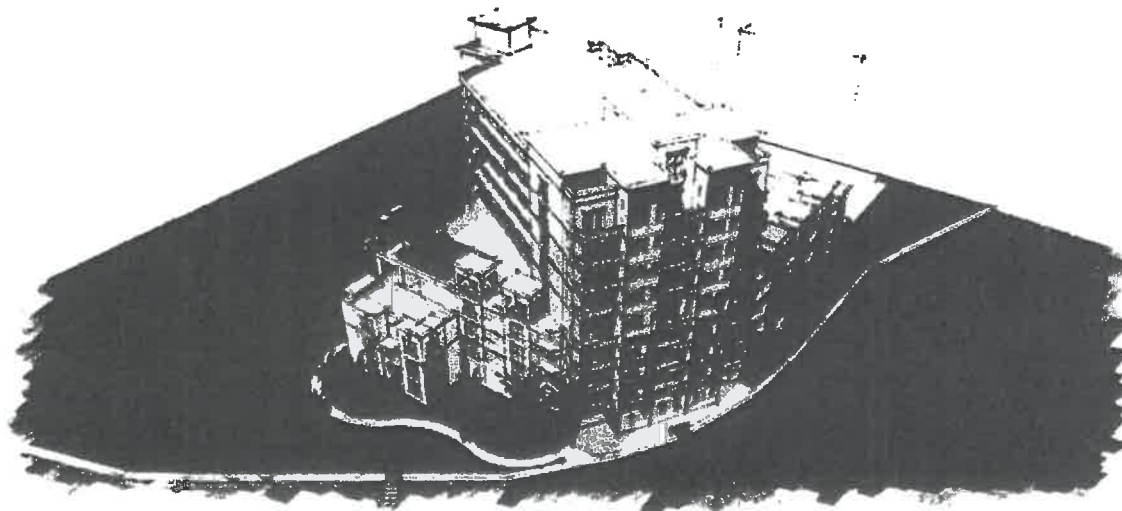
DATE	DESCRIPTION

PROJECT NO: **SEA14.01**  
 DRAWING TITLE: **EXTERIOR ELEVATIONS**  
 SCALE: AS SHOWN  
 DATE: **2013.07.26**

**A5\_2**  
 PRELIMINARY DESIGN



SOUTHWEST AERIAL



NORTH EAST AERIAL

**behar  
peteranecz**

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**SEA CAPTAIN  
HOTEL**  
40 DEVON DRIVE  
CLEARWATER, FL

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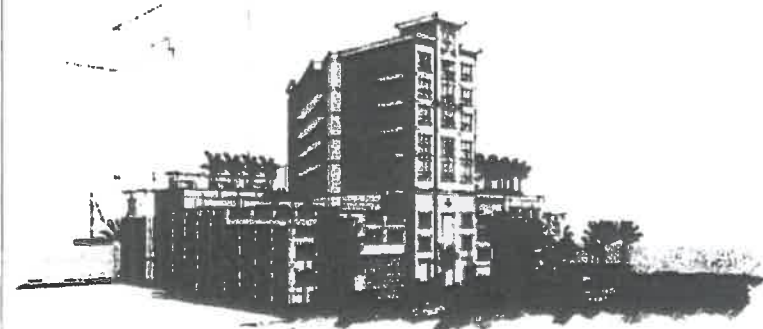
PROJECT NO: SEA14.01  
SHEET NO: PERSPECTIVES

DATE: 2013.07.25

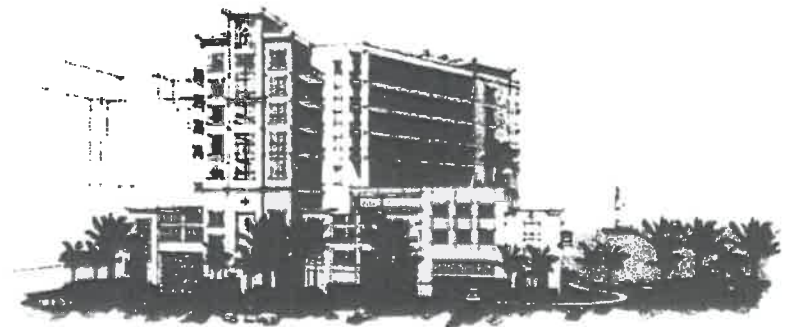
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PRELIMINARY DESIGN

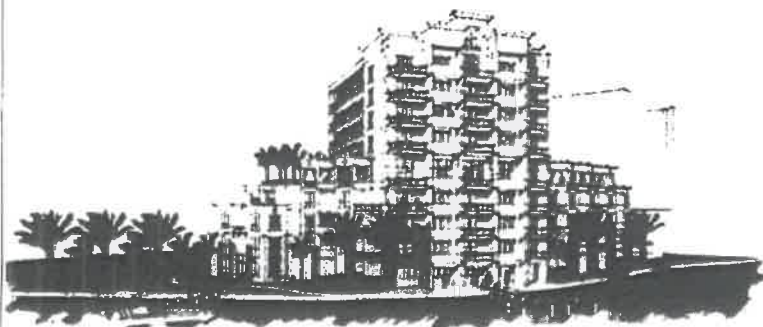




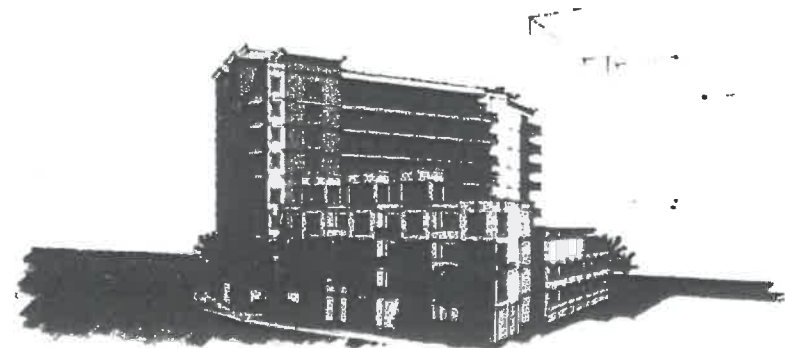
120° NW ELEVATION



120° SW ELEVATION



120° NE ELEVATION



120° SE ELEVATION

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peteranecz**

**NOTES**

1. ALL WORK IS TO BE COMPLETED BY THE DATE INDICATED ON THIS SHEET.

2. THE WORKING DRAWINGS ARE THE PROPERTY OF BEHAR PETERANECZ AND SHALL BE KEPT IN CONFIDENCE AND NOT REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

**SYMBOLS, REFERENCES AND FINISHES**

**PROJECT TITLE**

**SEA CAPTAIN HOTEL**  
40 DEVON DRIVE  
CLEARWATER, FL

**REVISION LOG**

NO.	DATE	DESCRIPTION

**PROJECT NO.**

**SEA14.01**

**ISOMETRICS**

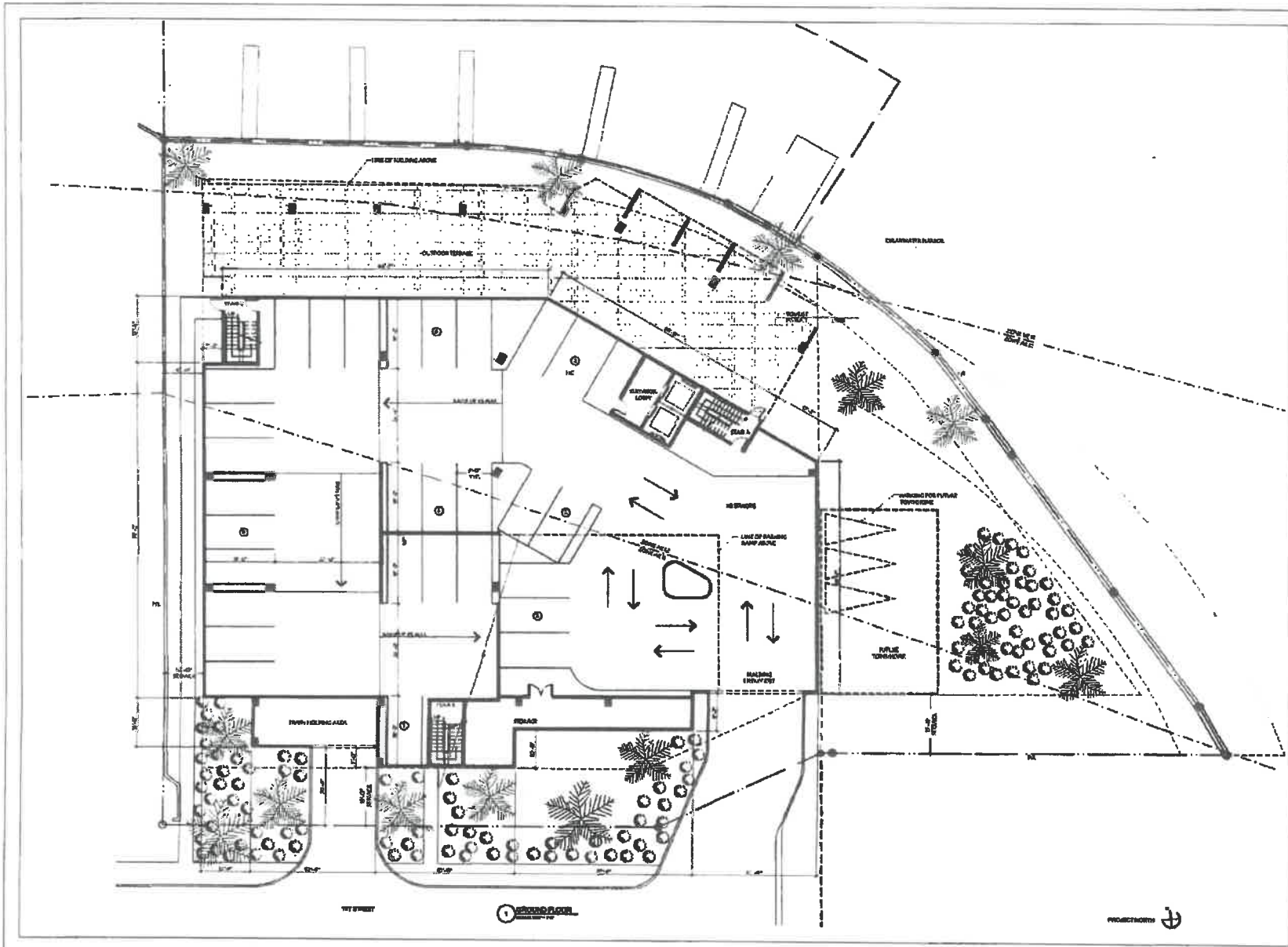
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**2013.07.26**

**SHEET:**

**A5\_4**

PRELIMINARY DESIGN



**behar  
peteranecz**

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**SEA CAPTAIN  
HOTEL**  
40 DEVON DRIVE  
CLEARWATER, FL

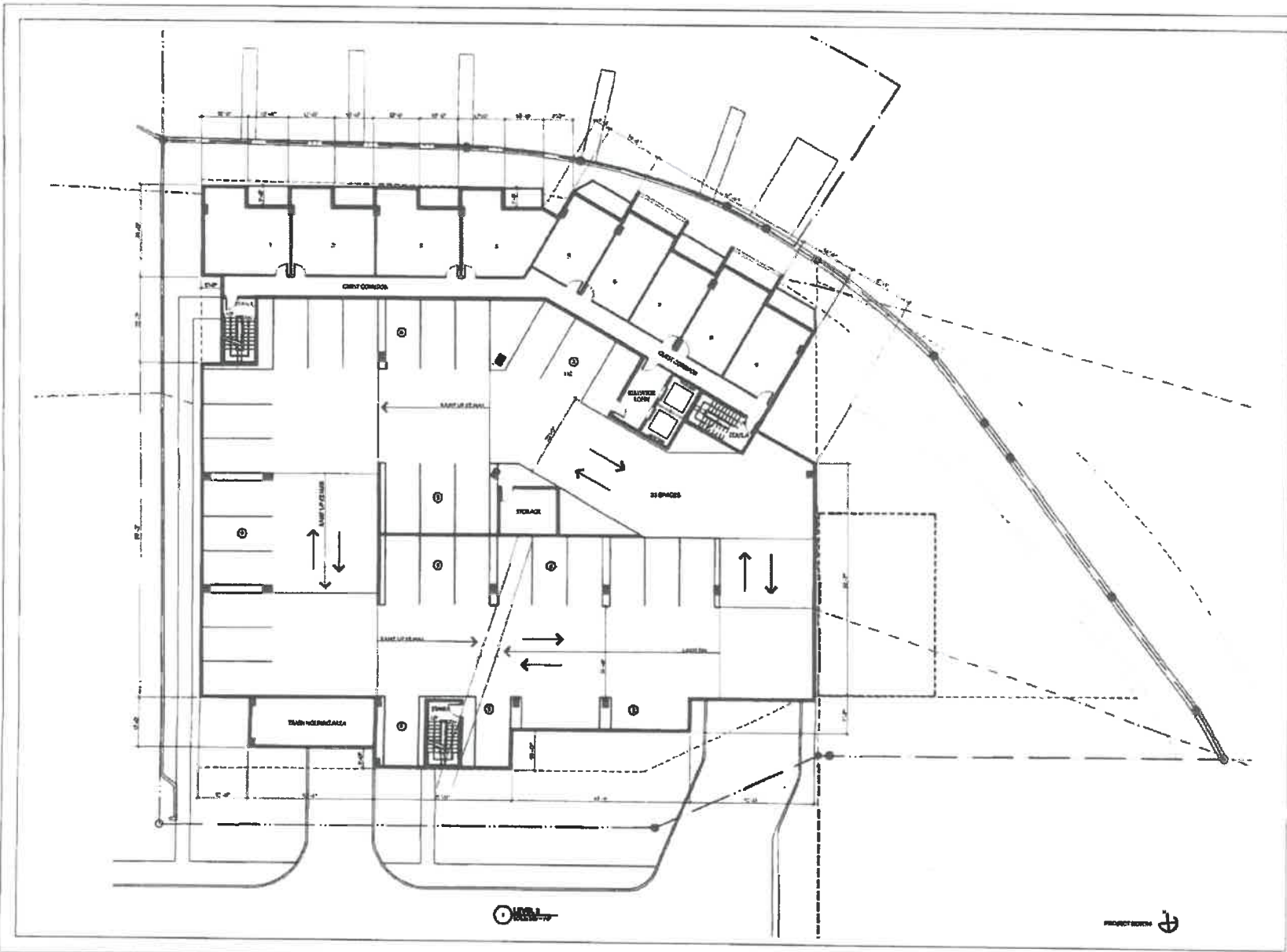
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DATE	2013.07.25
SCALE	AS SHOWN

**GROUND FLOOR**

DATE: 2013.07.25

**A2\_1**

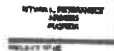
PRELIMINARY DESIGN



**behar  
peteranecz**

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 Behar Peteranecz Architects, LLC  
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**SEA CAPTAIN  
HOTEL**  
 40 DEVON DRIVE  
 CLEARWATER, FL

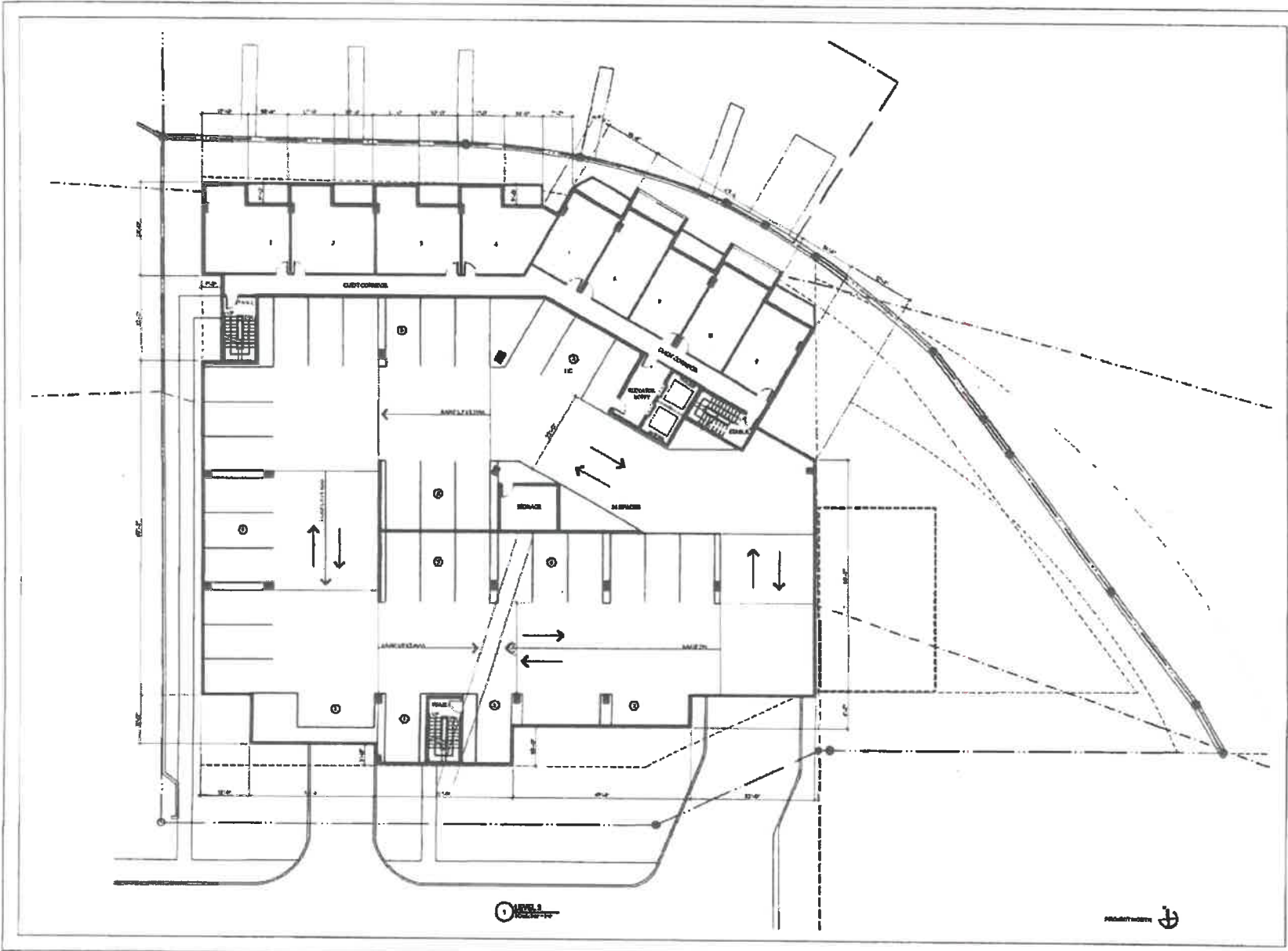


PROJECT NO. **SEA14.01**  
 DRAWING TITLE **LEVEL 2**

DATE **2013.07.25**

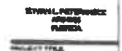
**A2\_2**

PRELIMINARY DESIGN



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 BEHAR PETERANECZ ARCHITECTS, P.A.  
 40 DEVON DRIVE, CLEARWATER, FL 34615  
 TEL: 727.461.1111 FAX: 727.461.1112



**SEA CAPTAIN  
HOTEL**  
 40 DEVON DRIVE  
 CLEARWATER, FL

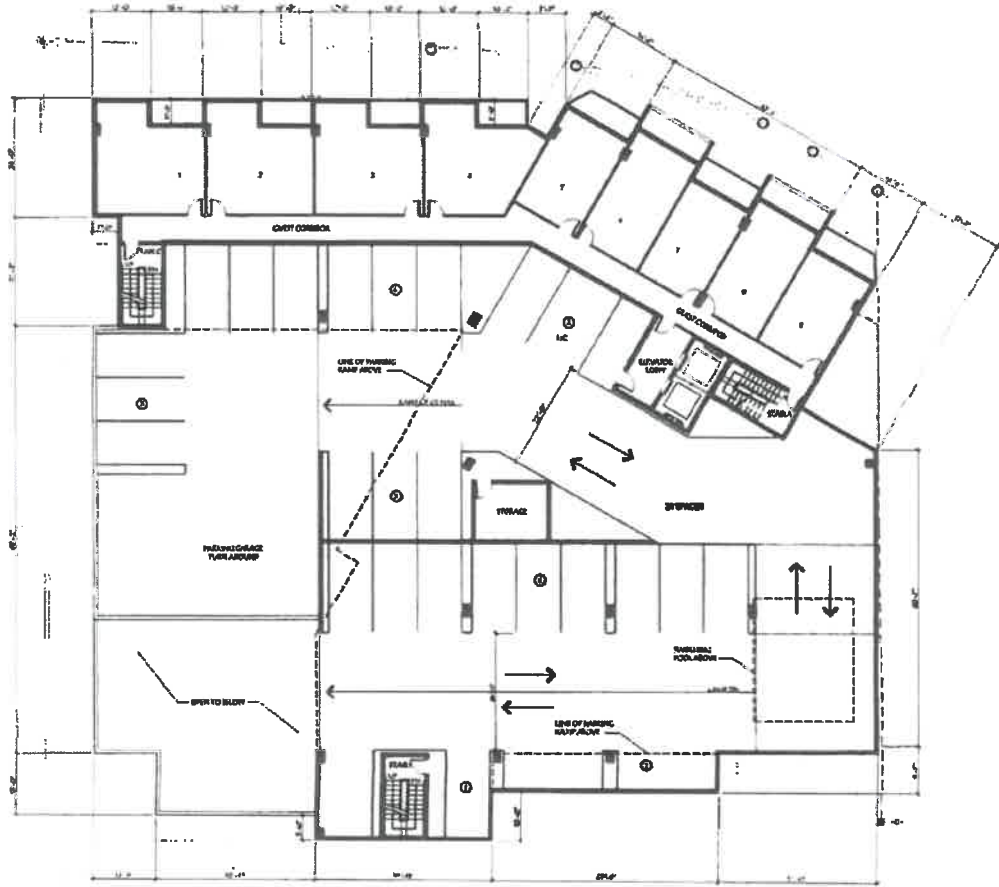


PROJECT: **SEAHM.01**  
 DRAWING TITLE: **LEVEL 3**

DATE: **2013.07.25**

**A2\_3**

PRELIMINARY DESIGN



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peteranecz**

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**SEA CAPTAIN  
HOTEL**  
40 DEVON DRIVE  
CLEARWATER, FL.



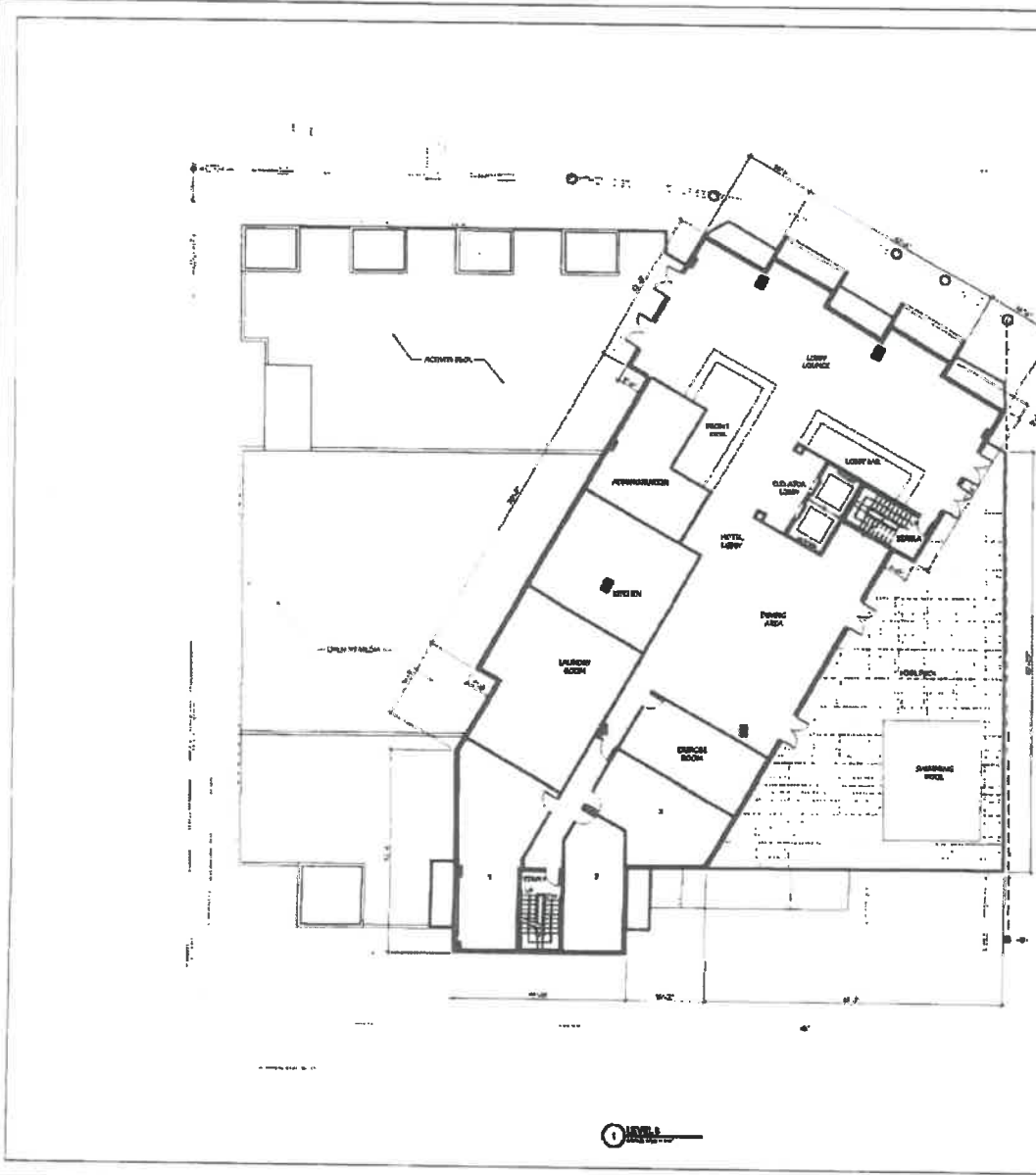
PROJECT NO. SEA14.01

DATE: LEVEL 4

DATE: 2013.07.28

**A2\_4**

PRELIMINARY DESIGN



**behar  
peteranecz**

1574 W. 11th St.  
 33501 Fort Lauderdale, Florida  
 Phone: 754.770.2522

BEHAR PETERANECZ ARCHITECTS, P.A. is a registered professional architectural firm in the State of Florida, License No. 60020. BEHAR PETERANECZ ARCHITECTS, P.A. is not responsible for the accuracy of the information contained herein.

PROJECT: SEA CAPTAIN HOTEL  
 SHEET: A2\_5

**SEA CAPTAIN  
HOTEL**  
 40 DEVON DRIVE  
 CLEARWATER, FL

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PROJECT NO: SEA14.01

LEVEL: 5

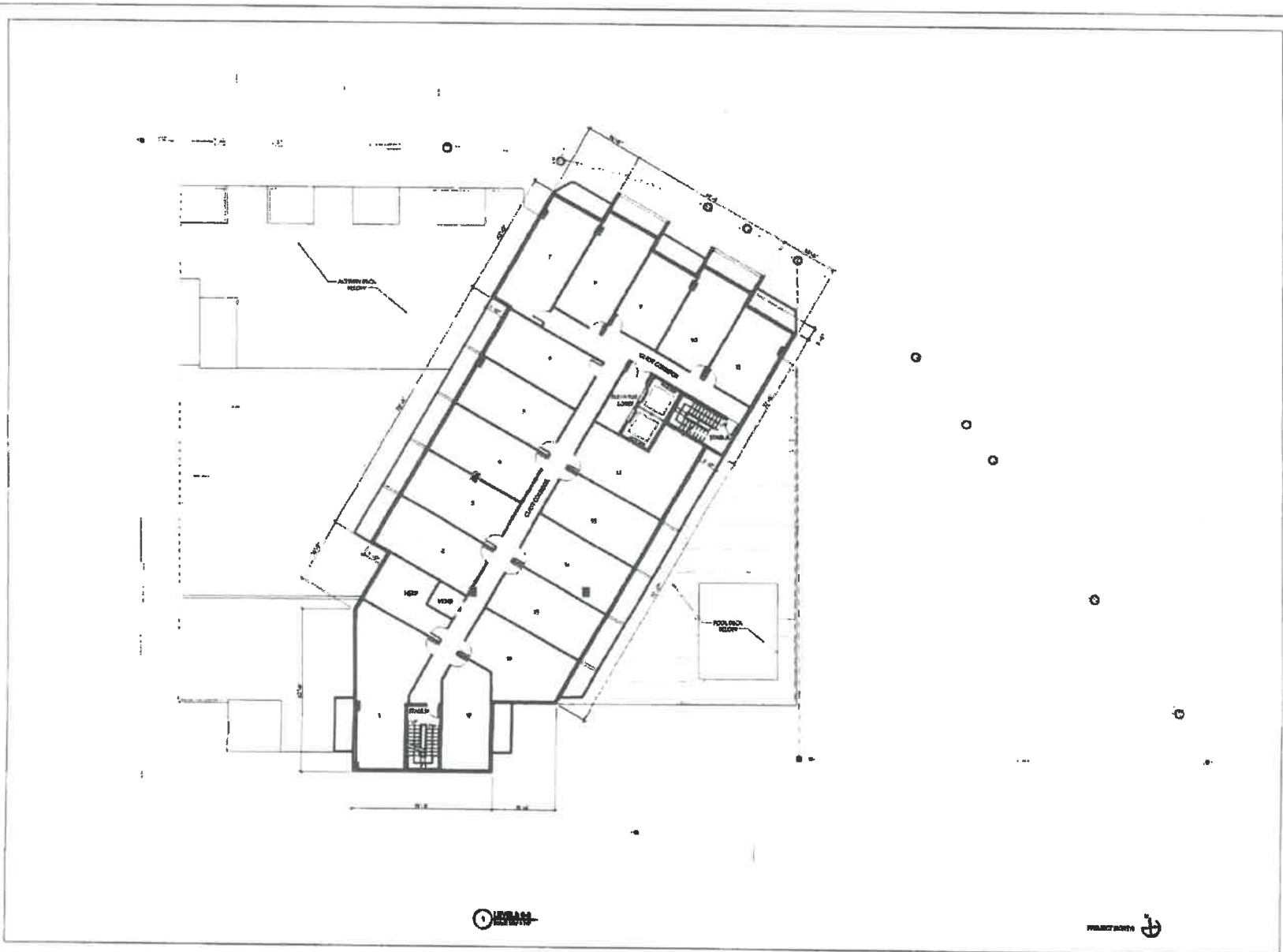
DATE: 2013.07.25

**A2\_5**

PRELIMINARY DESIGN

① LEVEL 5





**behar  
peteranecz**

1000 N.W. 10th Street, Suite 1000  
Fort Lauderdale, FL 33304  
Phone: 954.561.1111  
Fax: 954.561.1112  
www.bepeteranecz.com

PROJECT TITLE  
**SEA CAPTAIN HOTEL**

40 DEVON DRIVE  
CLEARWATER, FL

NO. OF SHEETS	14
SHEET NO.	14
DATE	2013.07.25
SCALE	AS SHOWN

PROJECT NO.  
**SEA14.01**

LEVELS  
**LEVELS 6-0**

DATE  
**2013.07.25**

**A2\_6**

PRELIMINARY DESIGN

**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 17<sup>th</sup> day of (October), 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 1 attached hereto and made a part hereof (hereinafter, the ("Real Property")). The City of Clearwater, Florida (the "City"), has amended its Comprehensive Plan to designate Clearwater Beach as a Community Redevelopment District pursuant to the Pinellas County Planning Council Rules in order to implement the provisions of Beach by Design, a plan for the revitalization of Clearwater Beach.

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

The City has granted, by City Council Resolution 14-32, passed and approved on October 15, 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 (53 previously approved and an additional 13), 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 evidence 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.

Amani Barsoum  
Print Name Amani Barsoum

By: [Signature]  
Name: Jeffrey Keierleber  
Title: Managing Member

\_\_\_\_\_  
Print Name \_\_\_\_\_  
As to "Developer"

Decade Sea Captain Hurricane Evacuation Covenant

CITY OF CLEARWATER, FLORIDA

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

Print Name: \_\_\_\_\_  
City Manager

Print Name \_\_\_\_\_  
As to "City"

Attest:

Rosemarie Call  
Rosemarie Call, CMC, City Clerk



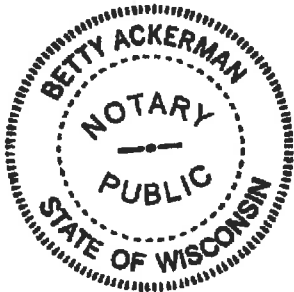
Countersigned:

- george cretekos  
George N. Cretekos, Mayor

Approved as to Form:  
[Signature]  
Camilo Soto, Assistant City Attorney

STATE OF FLORIDA Wisconsin  
COUNTY OF PINELLAS Wauchesa

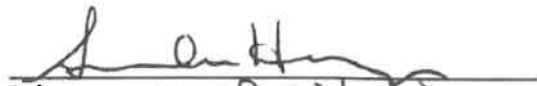
The foregoing Declaration was acknowledged before me this 9th day of October, 2014, by Jeffrey Keierleber, as managing member of Decade Sea Captain, LLC, on behalf of the aforesaid entities. He is  personally known to me or has  produced as identification.



[Signature]  
Print: Betty Ackerman  
Notary Public - State of Florida  
My Commission Expires: 8-26-2017

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of October, 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: Sandra Harriger  
Notary Public – State of Florida

My Commission Expires: 1/4/2016



**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 October day of 13 2014.

In the Presence of:

DECADE SEA CAPTAIN, LLC a limited liability company

Amani Barsoum  
Print Name Amani Barsoum

By: [Signature]  
Name: Jeffrey Heierlaer  
Title: Managing Member

\_\_\_\_\_  
Print Name  
As to "Developer"

CITY OF CLEARWATER, FLORIDA

By: William B. Home II

\_\_\_\_\_  
Print Name:

William B Home II,  
City Manager

\_\_\_\_\_  
Print Name  
As to "City"

Attest:

Rosemarie Call  
Rosemarie Call, CMC, City Clerk



Countersigned:

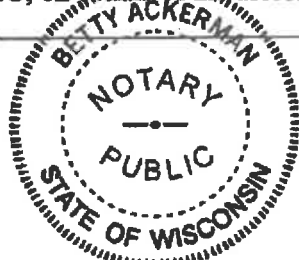
-geonerecetekos  
George N. Cretekos, Mayor

Approved as to Form:

Camilo Soto, Assistant City Attorney

STATE OF ~~FLORIDA~~ Wisconsin  
COUNTY OF PINELLAS ~~Waukegan~~

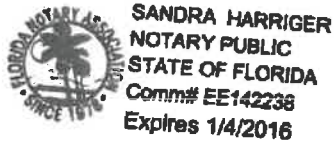
The foregoing Declaration was acknowledged before me this 9<sup>th</sup> day of October, 2014, by Jeffrey Keierleber, as <sup>managing</sup> ~~member~~ of Decade Sea Captain, LLC, on behalf of the aforesaid entities. He is [ ~~4~~ personally known to me or has [ ] produced \_\_\_\_\_ as identification.



Betty Ackerman  
Print: Betty Ackerman  
Notary Public – State of Florida  
My Commission Expires: 8-26-2017

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of October, 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.



Sandra Harriger  
Print: Sandra Harriger  
Notary Public – State of Florida  
My Commission Expires 1/4/2016

**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.

Less and except the .172AAcres zoned LMDR.