

**FIRST AMENDMENT TO THE
HOTEL DENSITY RESERVE DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO THE HOTEL DENSITY RESERVE DEVELOPMENT AGREEMENT ("AMENDMENT") is dated the ____ day of _____, 2021, and entered into by and between **AP BEACH PROPERTIES, LLC**, a Florida limited liability company ("Developer"), as successor in interest of Mainstream Partners, VIII, LTD., its successors and assigns, and the **CITY OF CLEARWATER, FLORIDA**, a municipality of the State of Florida acting through its City Council, the governing body thereof (the "City").

WITNESSETH:

WHEREAS, Developer and the City entered into that certain Hotel Density Reserve Development Agreement dated October 2, 2014 (the "Development Agreement") a full copy of which is attached hereto as **Exhibit 1** which allocated one hundred (100) units from the Hotel Density Reserve to that certain real property located at 405 Coronado Drive, Clearwater, FL 33767 (the "Property"); and

WHEREAS, on or about July 21, 2015, the Community Development Board approved Flexible Development Application (FLD 2015-05016) which was consistent with the conceptual site plan and elevations approved as part of HDA2013-08006; and

WHEREAS, the Developer seeks to increase the number of parking spaces from the previously approved 199 spaces to between 360 and 400 spaces, to amend the Development Agreement to include additional parcels, and to amend the definition of the "Property" to encompass 401, 405, 415, and 419 Coronado Drive, and 406, 410, and 420 S. Hamden Drive (Parcel Nos. 08-29-15-17622-000-0010; 08-29-15-17622-000-0020; 08-29-15-17622-000-0030; 08-29-15-17622-000-0050; 08-29-15-17622-000-0110; 08-29-15-17622-000-0100; 08-29-15-17622-000-0090; and 08-29-15-17622-000-0080); and

WHEREAS, this amendment does not increase the approved density, does not increase the previously approved height, or change the previously approved setbacks, and

WHEREAS, upon completion the planned hotel will contain 166 overnight accommodation units, which includes 100 units previously allocated from the Hotel Density Reserve ("Reserve Units").

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and the City agree as follows:

RECITALS:

1. The recitals listed above are true and correct and incorporated herein by reference.

AMENDMENT TO DEVELOPMENT AGREEMENT:

2. The fifth (5th) recital of the Development Agreement is hereby deleted and the following is substituted in lieu thereof:

“WHEREAS, the Developer owns 1.756 acres of real property (“Property”) in the corporate limits of the City, more particularly described in Amended Exhibit “A” attached hereto and incorporated herein; and”

3. The sixth (6th) recital of the Development Agreement is hereby deleted, and the following is substituted in lieu thereof:

“WHEREAS, the Developer desires to develop the Property with one hundred sixty-six (166) overnight accommodation units including accessory uses for the use of guests of the hotel only such as meeting space, pool, and parking with a minimum of 1.2 spaces per hotel unit or one hundred and ninety-nine (199) spaces and shall also include an additional minimum of fifty (50) spaces to be made available to the public, generally conforming to the architectural elevation dimensions shown in composite Amended Exhibit “B” (collectively, the improvements are the “Project”); and”

4. Amendment of SECTION 3. Property Subject to this Agreement. Section 3.3 is hereby deleted, and the following is substituted in lieu thereof:

“3.3 The Property is generally located at 401, 405, 415, and 419 Coronado Drive, and 406, 410, and 420 S. Hamden Drive, Clearwater, FL 33767, as further described in Amended Exhibit “A.””

5. Amendment of SECTION 4. Scope of Project. Sections 4.2 and 4.4 are hereby deleted, and the following is substituted in lieu thereof:

“4.2 The Project shall include a minimum of one hundred and ninety-nine (199) parking spaces (1.2 spaces per unit), as defined in the Code. The Project shall also include a minimum of fifty (50) parking spaces which shall be made available to the public for the life of the project.”

6. Amendment of Exhibit “A”. Exhibit “A” to the Development Agreement is hereby deleted and Amended Exhibit “A” attached hereto is substituted in lieu thereof.

7. Amendment of Exhibit “B”. Exhibit “B” to the Development Agreement is hereby deleted and Amended Exhibit “B” attached hereto is substituted in lieu thereof.

8. No Further Changes. Except as set forth herein there are no further changes, amendments or modifications to the Development Agreement.

Developer:

AP BEACH PROPERTIES, LLC,
A Florida limited liability company

Print Name: _____

By: _____
_____, Managing Member

Print Name: _____
As to "Developer"

City:

CITY OF CLEARWATER, FLORIDA,
a Florida municipal corporation

Print Name: _____

By: _____
Jon P. Jennings, City Manager

Print Name: _____
As to "City"

Attest:

Rosemarie Call, City Clerk

Countersigned:

Frank V. Hibbard, Mayor

Approved as to Form:

Matthew J. Mytych, Esq.
Assistant City Attorney