

FLD2026-05010
RESPONSES TO LETTER OF INCOMPLETENESS

1. Revise page one of the application to include the applicable Community Development Code (CDC) Section(s) through which you are requesting flexibility in the description of request and provide why comprehensive infill is required. You may view the code online at library.municode.com/fl/clearwater.
 - **Page 1 of the application has been revised to include that flexibility is requested from Section 2-1204 and comprehensive infill is required because use as a social and community center is limited to parcels that do not abut any property designated residential in the Zoning Atlas and the subject property is adjacent to residential properties.**
2. Revise page two of the application to provide the total number of parking spaces required per CDC.
 - **Page 2 of the application has been revised to show the required parking spaces per Code requirements is 125 spaces. This calculation was determined by taking the principal use (social and community center) which requires 5 spaces per 1,000 square feet of gross floor area and using the proposed 24,933 square feet of gross floor area for the redevelopment. Additional parking is not necessary for the accessory overnight accommodations units as the use is subordinate to and services the principal use. Moreover, the accessory use square footage is incorporated into the parking calculation of 5 spaces per 1,000 square feet of gross floor area which provides more parking than the 1.2 spaces per unit that would be required for overnight accommodations units. The proposed redevelopment should have a positive impact on traffic congestion in the area through added parking spaces located on the site and additional marina slips for convenient access by water.**
3. Revise page four of the application (flexibility criteria narrative) to address all items required. Pursuant to the zoning interpretation letter, MIS2025-10007, the applicant must demonstrate the accessory use is (1). is subordinate to and serves a principal use; (2). is subordinate in area, extent, and purpose to the principal use served; (3). contributes to the comfort, convenience or necessities of the users or occupants of the principal use; and (4). is located on the same lot as the principal use. Please include these criteria within the flexibility criteria narrative.
 - **Please see the attached narrative revisions. I have also copied a portion of the narrative below that specifically addresses the criteria from MIS2025-10007:**
 - **Applicant is requesting flexible development (FLD) approval as a comprehensive infill redevelopment project to renovate the existing Carlouel Yacht Club (“Carlouel”) to improve flood resistance and incorporate modern amenities into the site including replacing the main clubhouse with a new, flood-resistant and sustainable building, reconfiguring the grounds to relocate the tennis court and other activity areas, relocating the resort pool (which was closed due to damage in 2023), replacing 10 existing ground floor cabanas with a new**

single poolside cabana building which will include 6 accessory overnight accommodations rooms, a wellness and fitness space and understructure storage. The existing 92-year old Club has successfully coexisted in the North Clearwater Beach neighborhood since the creation of the Mandalay Plat. The principal use of the site is for a social and community center, Carlouel Yacht Club, which has existed on the site for decades. As part of this request, Applicant is requesting to include 6 overnight accommodations units as an accessory use. Pursuant to the City's zoning interpretation letter provided in MIS2025-10007, overnight accommodations may be found consistent as an accessory use if it: (1) is subordinate to and serves a principal use; (2) is subordinate in area, extent, and purpose to the principal use served; (3) contributes to the comfort, convenience or necessities of the users or occupants of the principal use; and (4) is located on the same lot as the principal use.

First, the accessory use is subordinate to and serves the principal use because there are just 6 overnight accommodations units which will be an amenity offered to members of the principal social and community center use. Moreover, the size of the accessory overnight accommodations use is 2,785 square feet in total, which is just 11.2% of the gross floor area proposed under this request (24,933 square feet) and well beneath the 25% maximum threshold allowed for accessory uses in Section 3-203 of the Code. The purpose of the accessory overnight accommodations use is to support the principal use by allowing members to stay on-site and fulfill the purpose of the principal use by promoting the social and community nature of Carlouel Yacht Club. Additionally, the accessory overnight accommodations use will contribute to the comfort and convenience of the principal use by permitting members who stay in the cabanas to enjoy poolside access and ease of travel by allowing multi-day visits to Carlouel. Lastly, the accessory overnight accommodations use is located on the same parcel as the principal use and is incorporated in the re-development and design of Carlouel Yacht Club.

Thus, use for overnight accommodations is considered an accessory use in the Institutional zoning district because the use is subordinate to and serves the principal use as a social and community center, is subordinate in area, extent, and purpose to the principal use served, contributes to the convenience, comfort, and necessity of its users, and is located on the same lot as the principal use. The overall design of the redevelopment request seeks to elevate many of the structures for prevention of future damage due to storms and increase the functionality of the site, including providing additional buffers around the site to the benefit of the neighbors.

4. Revise page five of the application, affidavit to authorize agent/representative. The document must be signed by an authorized person listed on sunbiz for CARLOUEL YACHT CORPORATION. Please also revise the owner name on line one to reflect the correct owner.
 - **The Property Appraiser's Office shows the owner of the property as "Carlouel Yacht Corporation" ("CYC") However, CYC was merged with Carlouel Yacht Club, Inc. pursuant to a Certificate of Merger dated April 29, 1996 and recorded April 30 of the same year (see uploaded file). Amanda "Mandy" Hopper is listed as an authorized person on Sunbiz for Clearwater Yacht Club, Inc.**
5. Provide a parking demand study. Per the site plan (Sheet 07) 133 parking spaces are required where 62 off-street parking spaces are proposed on-site. If flexibility of the parking standards is requested that is greater than 50 percent of the top end of the range (excluding those standards where the difference between the top and bottom of the range is one parking space), then a parking demand study will need to be provided. Prior to the preparation of such study, the methodology shall be approved by the Community Development Coordinator and City Engineer, and in accordance with accepted traffic engineering principles. The findings of the study will be used in determining whether or not flexibility to the parking standards are approved.
 - **See parking demand study provided as part of the re-submittal documents.**
6. Revise elevations to:
 - (a) show horizontal facade dimensions.
 - (b) correctly measure height the of the building on all elevations.Height is measured as the vertical distance from the existing grade to a point representing the midpoint of the peak and eave heights of the main roof structure of the roof of a building having a pitched roof. Where minimum floor elevations in flood prone areas have been established by law, the building height may be measured as though the required minimum floor elevations constitute existing grade. In summary, measure from the design flood elevation (DFE) to the midpoint of the roof. The full definition of building height can be found in CDC Section 8-102.
 - **See revised elevations provided as part of the re-submittal documents.**

CARLOUEL BEACH & YACHT CLUB

Request for Exemption from Completing a Tier 1 Traffic Management Study

The purpose of this evaluation is to provide a traffic analysis for the proposed redevelopment of the Carlouel Beach & Yacht Club. The project is located on the east side of Eldorado Avenue north of where it merges with Bay Esplanade in the City of Clearwater, FL. The redevelopment will see an expansion from 21,355 square feet to 26,868 square feet.

TRIP GENERATION RATES

A copy of the Site Plan showing how the site will look once the redevelopment is completed is included with this letter. Trip rates used in this analysis are from the ITE's 12th edition of its "*Trip Generation Manual*". Table 1 below summarizes the land use type, land use code and trip rates for the development

TABLE 1: ITE Trip Rates

Land Use	LUC	Unit Rate	PM Peak Hour		
			Equation	% In	% Out
Recreational Community Center	495	Square Footage	Average Rate = 2.89 trips/1,000 sq ft	48%	52%

*Elizabeth Rodriguez & Associates, Inc.
18156 Sandy Pointe Drive
Tampa, Florida 33647*

TRIP GENERATION - EXISTING

Table 3 shows the trip generation for the current version of the Carlouel Beach & Yacht Club.

TABLE 2: Trip Generation Volumes (Existing)

Land Use	Amount (Square Feet)	PM Peak Hour		
		Volume	In	Out
Recreational Community Center	21,355	62	30	32

TRIP GENERATION = PROPOSED

Table 3 summarizes the trip generation for the proposed redevelopment.

TABLE 3: Trip Generation Volumes (Proposed)

Land Use	Amount (Square Feet)	PM Peak Hour		
		Volume	In	Out
Recreational Community Center	26,868	78	41	37

Due to the nature of this land use, pass-by and internal trip capture are not applicable.

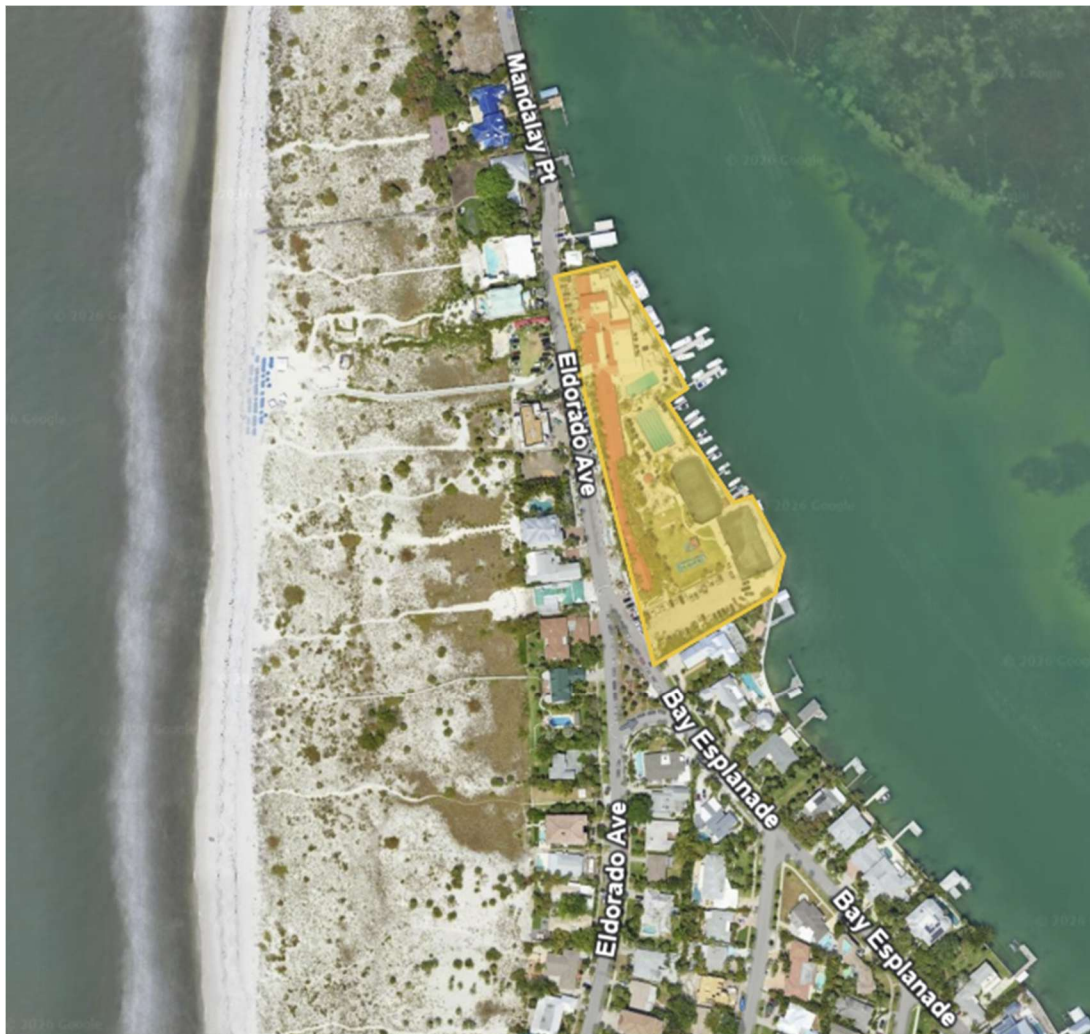
Request for Exemption from Completing a Tier 1 Traffic Management Study

The proposed project will result in a net increase of 16 trips in the PM peak hour period. Per Clearwater's Community Development Code Article 4, Division 9, Section 4-904.3, a transportation management plan or study is not required if the redevelopment results in fewer than 51 new peak hour trips. Therefore, we request an exemption from doing a Tier 1 Traffic Management Study.

Elizabeth Rodriguez & Associates, Inc.
18156 Sandy Pointe Drive
Tampa, Florida 33647

Please contact me at 813.545.3316, if you have any comments or questions.

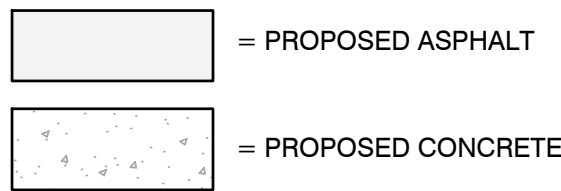
Sincerely,
Elizabeth Rodriguez (electronic signature)
Elizabeth Rodriguez



LOCATION MAP

IS:PINELASCARLOUELBACH AND YACHT CLUB CIVIL CONSTRUCTION.DWG SITE (DWG) PLOT DATE: 2/27/2026 8:10 AM SAVE DATE: 2/27/2026 LAST SAVED BY: DSTONE

LEGEND



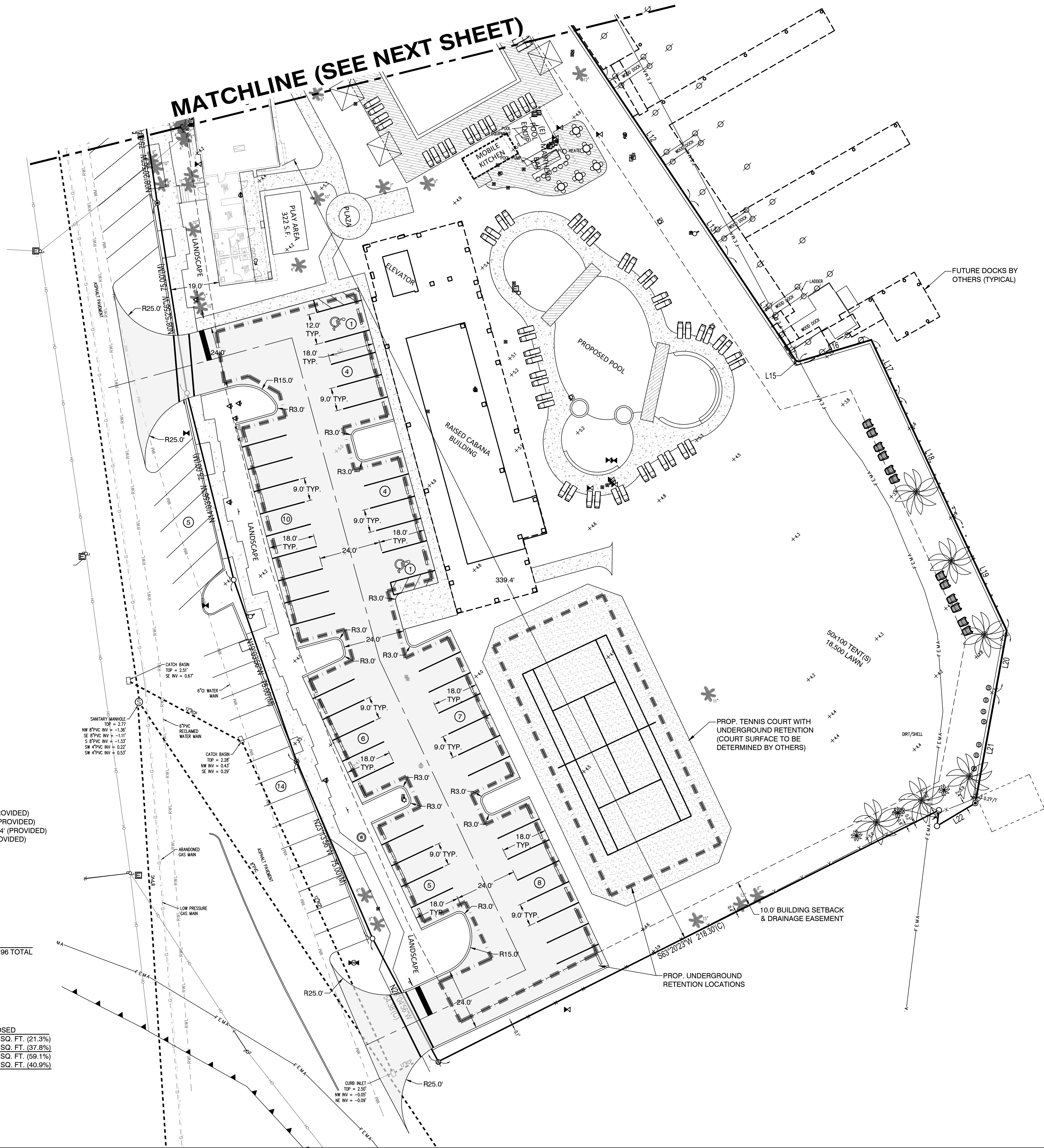
SITE DATA

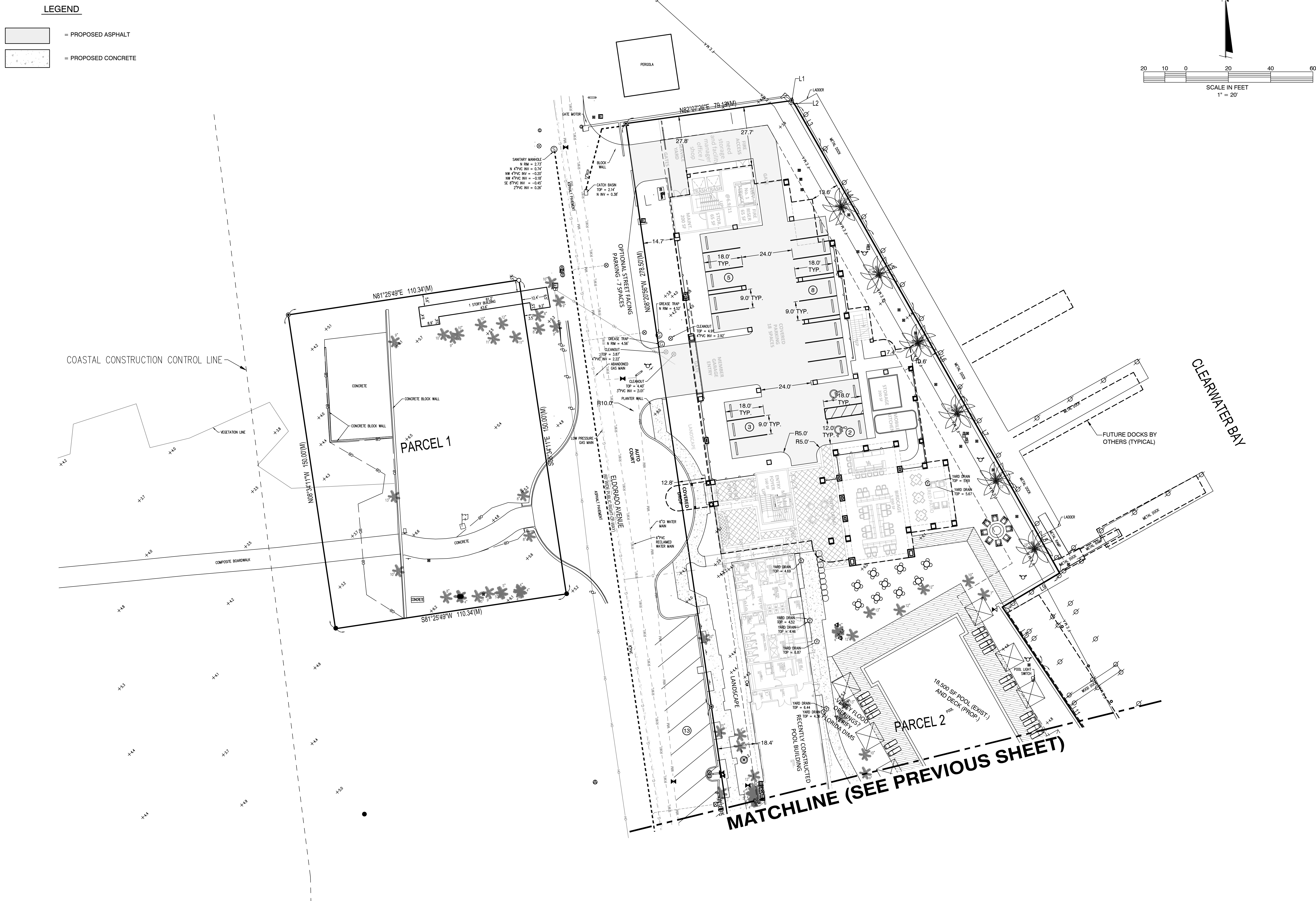
- PROJECT AREA = 2.90 AC. (126,321 SQ. FT.)
- ZONING: I (INSTITUTIONAL)
- FUTURE LAND USE: I (INSTITUTIONAL)
- PROJECT ADDRESS: 1091 ELDORADO AVE.
- MAXIMUM BUILDING HEIGHT: 50'
- BUILDING SETBACK: FRONT (WEST) = 15' (REQUIRED), 0.0' (EXISTING), 0.0' (PROVIDED)
SIDES (NORTH) = 10' (REQUIRED), 7.8' (EXISTING), 27.7' (PROVIDED)
SIDES (SOUTH) = 10' (REQUIRED), 105.2' (EXISTING), 339.4' (PROVIDED)
REAR (EAST) = 15' (REQUIRED), 15.4' (EXISTING), 7.4' (PROVIDED)
- FLOOD ZONE: ZONE AE (EL 10 FEET)
- PARKING DATA:
REQUIRED PARKING: 5 SPACES/1,000 GFA
20,949/1,000 x 5 = 105 SPACES

STANDARD PARKING SPACES (PROVIDED):
9' x 18' SPACES = 60 + (32 ROW PARKING)
HANDICAP PARKING SPACES (PROVIDED):
12' x 18' = 4 + (3 ROW PARKING)
TOTAL PARKING PROVIDED: 64 SPACES + (32 ROW PARKING) = 96 TOTAL

HANDICAP PARKING SPACES (REQUIRED): 5 SPACES
- LOCATED IN SECTION 32, TOWNSHIP 28 SOUTH, RANGE 15 EAST
CLEARWATER, PINELLAS COUNTY, FLORIDA
- AREAS FOR TOTAL SITE (BASED ON FOOTPRINT, NOT INTERIOR SQ. FOOTAGE)

PARCEL SUMMARY & SITE DATA	EXISTING	PROPOSED
TOTAL BUILDING AREA	= 21,355 SQ. FT. (16.9%)	26,868 SQ. FT. (21.3%)
TOTAL ASPHALT, CONCRETE, SHELL	= 42,617 SQ. FT. (33.7%)	47,794 SQ. FT. (37.8%)
TOTAL IMPERVIOUS AREA	= 63,972 SQ. FT. (50.6%)	74,662 SQ. FT. (59.1%)
TOTAL GREEN AREA	= 62,349 SQ. FT. (49.4%)	51,659 SQ. FT. (40.9%)
TOTAL PROPERTY AREA	= 126,321 SQ. FT. (2.90 AC.)	
- MAXIMUM LOT COVERAGE (ISR) = ALLOWED
FLOOR AREA RATIO (FAR) = PROPOSED
SOLID WASTE: ON-SITE DUMPSTER





CARLOUEL BEACH & YACHT CLUB 1091 ELDORADO AVE. CLEARWATER, FL 33767		CFB CLYMER FARNER BARLEY CLYMER FARNER BARLEY, Inc. 7413 ALFORD AVE. MIDDLETON, FL 34762 (887)746-5126		DATE	REVISIONS	BY
						
SITE PLAN						
SAVE DATE		2/27/2026				
DRAWN BY		DES				
CHECKED BY		BAB				
PROJECT #		EP2025.02244				
FILE NAME		004-CYC_SITE				
SHEET NUMBER		06				

Recreational Community Center (495)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 12

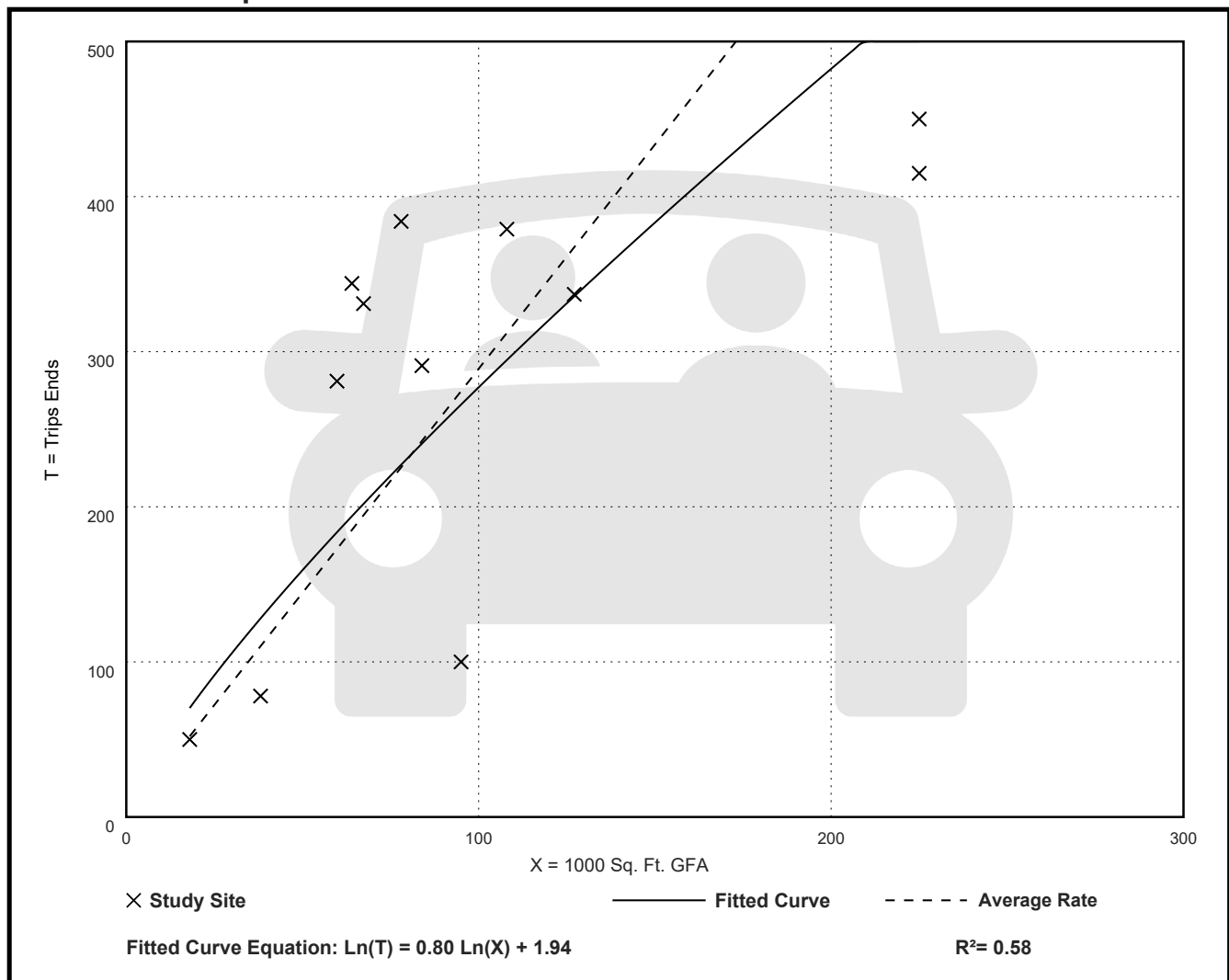
Avg. 1000 Sq. Ft. GFA: 99

Directional Distribution: 48% entering, 52% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
2.89	1.05 - 5.37	1.37

Data Plot and Equation



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 CARLOUEL YACHT CLUB INC., a Florida not-for-profit corporation (“*Licensee*” and collectively with the City, the “*Parties*”).

BACKGROUND

The City is the owner of Eldorado Avenue, the right-of-way which abuts Licensee’s property and a portion of which Licensee is requesting to construct eaves which encroach over (the “*Encroachment Area*” more particularly described on Exhibit “A” attached hereto). The Property is located adjacent to 1091 Eldorado Avenue in North Clearwater Beach (the “*Licensee Property*”), which the Licensee is redeveloping as a clubhouse with cabanas to include heightened eaves which will encroach on the Property to accommodate the height of modern-day vehicles (the “*Improvements*” shown on Exhibit “B” attached hereto). The City desires to license the Encroachment Area to Licensee for its non-exclusive use and construction of the Improvements.

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 non- exclusive control of the Encroachment Area.

Article II. Appointment of Licensee and Duties

2.1 Authorization of Licensee. The City hereby authorizes Licensee, as part of Licensee’s redevelopment of Licensee Property, to construct the Improvements within the Encroachment Area and City hereby agrees that it will not engage or assign any rights to another entity for development within the Encroachment 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 construction and maintenance of the Improvements in the Encroachment 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 Encroachment 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 Encroachment Area and shall perform its obligations with minimal interference with or disruption to Licensee Property.

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 constructs the Improvements in the Encroachment Area, which the parties intend to be on or before _____, 202__.

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 Encroachment Area, shall be revoked. Thereafter, the Licensee shall promptly vacate and surrender to the City the Encroachment Area. In any event, such surrender shall be complete thirty (30) days following effective date of termination.

(a) *Improvements*. The Licensee shall remove any Improvements retain and make any repairs necessitated by such removal within the period set forth herein.

(b) *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 Improvements are 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 Improvements 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 Improvements are 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 Improvements 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 Improvements, 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 Improvements have 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 Improvements, or a substantial portion thereof, are 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 Encroachment Area;

(vi) Upon delivery to the Licensee, the Improvements 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:

CARLOUEL YACHT CLUB INC., a Florida
not-for-profit corporation

By: _____
Name: _____
Title: _____

Exhibit A
Encroachment Area

Please see attached.

Exhibit B
Improvements

Please see attached.

Exhibit C
Terms and Conditions

Please see attached.

REPORT OF GEOTECHNICAL ENGINEERING SERVICES

CARLOUEL BEACH AND YACHT CLUB

**1091 ELDORADO AVENUE
CLEARWATER, PINELLAS COUNTY, FLORIDA**

PROJECT NO.: 01.8155.26

Prepared for:

**CARLOUEL YACHT CLUB
1091 ELDORADO AVENUE
CLEARWATER, FLORIDA 33767**

Prepared by:



Time Honored Experience. Progressive Ingenuity.

**104 2ND Avenue SW
Ruskin, Florida 33570
Registration No. 30846**

April 23, 2026

Carlouel Yacht Club
1091 Eldorado Avenue
Clearwater, Florida 33767

Attention: Ms. Mandy Hopper

Subject: Report of Geotechnical Engineering Services
Carlouel Beach and Yacht Club
1091 Eldorado Avenue
Clearwater, Pinellas County, Florida
Anticus Project No: 01.8155.26

Dear Ms. Hopper:

Anticus Engineering, LLC (Anticus) has completed a geotechnical exploration for the above referenced project. The results of the exploration are provided herein. We conducted this project in general accordance with our Proposal No. 01.8155.26, dated February 2, 2026 and revised on February 4, 2026 and March 12, 2026. This proposal was authorized by you through the execution of Anticus's Proposal Acceptance Sheet (PAS).

This report explains our understanding of the project, provides a description of the site and subsurface conditions encountered, and presents our recommendations regarding the site preparation and foundation and pavement recommendations.

Anticus appreciates the opportunity to be of service to you. We look forward to helping you through project completion. Please contact us if you have any questions.

Respectfully submitted,

Anticus Engineering, LLC
104 2nd Avenue SW Ruskin, Florida 33570
Registration No. 30846

James LaCava, State of Florida, Professional Engineer, License No. 73080. This item has been electronically signed and sealed by James LaCava on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

James
M
LaCava
Digitally signed
by James M
LaCava
Date:
2026.04.23
13:05:10 -04'00'

James LaCava, P.E.
FL License No. 73080



Jeanne Berg, P.E.
FL License No. 50699

Copies Submitted: One (1) Electronic (PDF)

TABLE OF CONTENTS

1.0	INTRODUCTION	1
1.1	GENERAL DISCUSSION	1
1.2	REPORT SUMMARY	1
2.0	PROJECT INFORMATION	2
2.1	EXISTING SITE	2
2.2	PROPOSED CONSTRUCTION	2
3.0	SITE INFORMATION	3
3.1	SOIL SURVEY INFORMATION	3
4.0	EXPLORATION AND TESTING METHODS	3
4.1	FIELD TESTING	3
4.2	FIELD EXPLORATION AND TESTING	4
5.0	SUBSURFACE CONDITIONS	5
5.1	GENERAL SOIL PROFILE	5
5.2	PERMEABILITY TESTING	5
5.3	GROUNDWATER	5
5.4	TYPICAL SEASONAL HIGH GROUNDWATER TABLE	5
5.5	SITE SEISMIC DESIGN RECOMMENDATIONS	6
6.0	CONCLUSIONS	6
7.0	RECOMMENDATIONS	6
7.1	SITE PREPARATION AND CONSTRUCTION CONSIDERATIONS	6
7.1.1	Site Stripping	6
7.1.2	Subgrade Preparation and Fill Placement	7
7.2	STRUCTURAL FILL	8
7.2.1	Structural Fill Definition	8
7.2.2	Structural Fill Availability	8
7.2.3	Structural Fill Placement and Compaction	8
7.3	SITE DEGRADATION DURING CONSTRUCTION	9
7.4	FOUNDATIONS	9
7.4.1	Shallow Foundations	9
7.4.2	Deep Foundations	9
7.5	FLOOR SLAB	10
7.6	PAVEMENT	11
7.1	RETAINING WALLS/SEAWALLS	13
7.2	EXCAVATIONS	14
8.0	FOLLOW-UP SERVICES	14
9.0	LIMITATIONS OF REPORT	15

APPENDIX

Sheet 1	Field Test Location Plan
Sheet 2	Soil Profile
Axial Capacity Curves 12 inch and 18 inch PPSC	

REPORT OF GEOTECHNICAL ENGINEERING SERVICES
CARLOUEL BEACH AND YACHT CLUB
1091 ELDORADO AVENUE
CLEARWATER, PINELLAS COUNTY, FLORIDA
ANTICUS PROJECT NO. 01.8155.26

1.0 INTRODUCTION

1.1 GENERAL DISCUSSION

Anticus conducted a subsurface exploration for the proposed Carlouel Beach and Yacht Club development located at 1091 Eldorado Avenue in Clearwater, Pinellas County, Florida. We provided our services in general accordance with our Proposal No. 01.8155.26, dated February 2, 2026 and revised on February 4, 2026 and March 12, 2026 authorized by you utilizing Anticus's Proposal Acceptance Sheet (PAS). The purpose of the exploration was to evaluate subsurface conditions and to provide geotechnical engineering recommendations regarding site preparation and earthwork procedures, and foundation recommendations and pavement considerations for the proposed construction. This report presents a brief discussion of our understanding of the project, the exploration procedures and results, and our conclusions and recommendations regarding the above considerations.

1.2 REPORT SUMMARY

Eleven (11) Standard Penetration Test (SPT) borings were performed to evaluate the subsurface soil conditions and groundwater with respect to the proposed construction. Additionally, two (2) hand auger borings were performed to evaluate shallow subsurface soils to evaluate the shallow subsurface soils and groundwater conditions with respect to the proposed construction. One (1) horizontal permeability test and one (1) vertical permeability test were performed to evaluate the saturated permeability rate of the shallow soil profile in the proposed stormwater system. The following is an overview of the exploration findings and our geotechnical recommendations. This summary should not be used for planning and design without reading the entire report, which contains more detailed information and the assumptions made in developing the recommendations.

1. Groundwater was encountered in the SPT and hand auger borings at depths ranging from approximately 3.0 to 4.5 feet below existing ground surface. Based on the Soil Survey of Pinellas County, Florida, prepared by the U.S. Department of Agriculture Natural Resource Conservation Service (NRCS), the historic seasonal high groundwater table (SHGWT) is within 3.0 feet of existing ground surface.
2. The proposed Cabana structure can be supported by continuous strip and spread column footings bearing on densified residual soil. We recommend use of a maximum allowable soil bearing pressure of 2,500 psf to size column and strip footings supported by these materials. Total settlement is anticipated to be less than 1 inch with differential settlement less than ½ inch.

The proposed Clubhouse can be support on deep foundations. We analyzed 12-inch and 18-inch Precast Prestressed Square Concrete (PPSC) pile systems. Based on our analyses, the axial allowable capacities are on the order of 45 kips and 66 kips, at an embedment depth of 29 feet, respectively. Production pile lengths should consider embedment lengths of approximately 5 feet longer than the lengths noted on the attached capacity curve for the capacity chosen to provide for variation in soil conditions. It is anticipated that the piles may achieve capacity at shallower depths than those noted on the attached capacity curve, and we should be retained to provide minimum tip (for lateral and axial capacity) and production pile lengths, once the required load per pile is established by the structural engineer (actual pile lengths will be based on loading as evaluated by the structural engineer, the attached capacity curves provide capacity with depth for use by the structural engineer).

3. We anticipate that the proposed site grades will be similar to current site grades and minimal fill will be used for site grading. The preferred soil used for structural fill is fine sand free of organics and debris and containing less than 12 percent material by weight that is finer than a number 200 sieve (fines) (materials conforming to SP and SP-SM in the Unified Soil Classification System [USCS]). SP/SP-SM sand is generally present in the upper 20 feet across the site. All fill must be approved by the Engineer prior to use on site.

2.0 PROJECT INFORMATION

2.1 EXISTING SITE

The subject property proposed for development is located at 1091 Eldorado Avenue, Clearwater, Pinellas County, Florida. The site is level and of similar elevation as the surrounding area. The site is occupied by the current Carlouel Yacht Club.

According to the Flood Insurance Rate Map (FIRM) number 12103C0236H, dated August 24, 2021, published by the Federal Emergency Management Agency (FEMA), this site is generally located within Coastal Flood Zone [Base Flood Elevation (BFE)] AE 10 [(El.+10 feet, North American Vertical Datum 1988 (NAVD))]. The site is currently at approximate El. +5 feet, NAVD with Pinellas County requiring a minimum finished floor elevation above BFE (El. +10 feet, NAVD). Depending on the proposed structural loading, municipal codes at the time of permitting and FEMA requirements, foundations may consist of shallow or deep foundations.

2.2 PROPOSED CONSTRUCTION

It is our understanding that the proposed development will consist of the following structures:

- Elevated Clubhouse (Clubhouse). As we understand it, the Clubhouse will include parking/maintenance/lobby area on the first floor, with kitchen, bar, dining and boardroom on the second floor and a crow's nest on the third (rooftop) floor.
- Elevated Cabana (Cabana). As we understand it, the existing pool house will be partially demolished with the existing foundations used for construction of the modified structure to include raising the finished floor elevation by approximately 2 feet. The proposed Cabana construction will consist of a one-story with mezzanine.

- Seawall. We understand a new seawall will be constructed along the east side of the property, and
- At-Grade Parking/Underground Stormwater System (Parking/Stormwater). We understand that new at-grade parking will be constructed along the southwestern portion of the site with an underground vault for stormwater constructed below the parking area.

At the time of this report, structural loading was not provided. We have assumed for the Clubhouse, maximum column loads will not exceed 150 kips, maximum wall loads will not exceed 6 kips per linear foot and the structure will be supported on a deep foundation system. We assume that for the Cabana, maximum column loads will not exceed 75 kips, maximum wall loads will not exceed 5 kips per linear foot and the structure will be supported by the existing structure slab (approximately two feet of fill will be added above the existing slab and a new slab will be constructed). **Once final loads and final grading are known we should be retained to review and modify our recommendations, if necessary.**

3.0 SITE INFORMATION

3.1 SOIL SURVEY INFORMATION

According to the Soil Survey of Pinellas County, Florida, prepared by the U.S. Department of Agriculture Natural Resources Conservation Service (NRCS, formerly the Soil Conservation Service), the subject property is underlain by Matlacha and St. Augustine soils and Urban land (Unit 16). The general soil description as described in the Soil Survey is presented in the following table.

SUMMARY OF USDA SOIL SURVEY PINELLAS COUNTY, FLORIDA					
USDA Map Symbol and Soil Name	Depth (in)	Soil Classification		Seasonal High Water Table	
		USCS	AASHTO	Depth (feet)	Months
(16) Matlacha and St. Augustine soils and Urban land	0-42	SP-SM, SP	A-3	2.0-3.0	June-Oct
	42-80	SP-SM, SP	A-3		
	0-8	SP-SM, SP	A-3	1.5-3.0	June-Oct
	8-33	SP-SM, SP	A-3		
	33-48	SP-SM, SP	A-3		
	48-63	SP-SM, SM	A-2-4		
	63-80	SP-SM, SP	A-3		

It should be noted that information contained in the USDA Soil Survey may not be reflective of current subsurface conditions, particularly if recent development in the project vicinity (which includes man-made ditches, earthwork and water features) has modified existing soils or surface/subsurface drainage.

4.0 EXPLORATION AND TESTING METHODS

4.1 FIELD TESTING

The SPT borings were drilled with a track-mounted drilling rig – at the locations shown on the attached Field Test Location Plan, Sheet 1. The SPT borings were performed and split-barrel soil samples obtained at intervals of 2 feet to a depth of 10 feet and intervals of 5 feet thereafter. Conventional rotary drilling procedures were utilized along with a bentonite drilling fluid to stabilize the boreholes.

The following is a brief description of this field test procedure. The exploratory borings were performed in accordance with ASTM D 1586, entitled "Standard Method for Penetration Test and Split-Barrel Sampling of Soils." After drilling to the required depth and cleaning the bore hole, the sampler (2" O.D.) was driven 18 or 24 inches into the undisturbed soil by a 140-pound drop-hammer falling 30 inches. The number of blows required to drive the sampler the second and third 6-inch increments is known as the Standard Penetration Resistance (N). The various soils encountered in the borings were visually classified in the field and representative soil samples obtained for further examination by a geotechnical engineer. The soils encountered in the borings were classified utilizing the USCS. At the completion of the drilling operations, the boreholes were abandoned in accordance with Southwest Florida Water Management District guidelines.

The hand auger borings were performed by manually twisting a post-hole auger into the soil at the locations shown on the attached Field Test Location Plan, Sheet 1. The auger consists of two curved blades and a bucket which retains the soil as the auger is advanced. At approximately 6 inch intervals the auger is removed and the soil retained in the bucket is classified and placed in sealed containers for further evaluation by a geotechnical engineer. The soils encountered in the boring were classified utilizing the USCS.

One (1) vertical permeability test and one (1) horizontal permeability test were conducted in general accordance with Florida Method Designation FM-5-513 (Falling Head Method) to determine the coefficient of vertical permeability (K_{VS}) and coefficient of horizontal permeability (K_{HS}), respectively. The samples were collected in the field with drive sleeves at the location shown on the attached Field Test Location Plan, Sheet 1. The generally undisturbed samples were transported back to our laboratory for permeability testing.

The procedures used by Anticus for field sampling and testing are in general accordance with ASTM and Florida Method procedures and established engineering practice.

4.2 FIELD EXPLORATION AND TESTING

A total of eleven (11) SPT borings were advanced to approximate depths of 20 to 40 feet below the existing ground surface, with some borings evaluated for more than one structural element; the borings were drilled at the locations shown in the Field Test Location Plan, Sheet 1. Four (4) SPT borings (B-1, B-2, B-3 and B-4) were performed in the vicinity of the proposed Clubhouse, four (4) SPT borings (B-1, B-5 and B-6) were performed in the vicinity of the proposed Seawall, two (2) SPT borings (B-7 and B-8) were performed in the vicinity of the proposed Cabana, and three (3) SPT borings (B-9, B-10, and B-11) were performed at the locations requested by the civil engineer to assist in the stormwater system design (Parking/Stormwater). The drillers advanced the borings using wet rotary methods and collected soil samples using a split-barrel sampler driven by a cathead and rope with safety hammer according to ASTM D1586.

Two (2) hand auger borings (HA-1 and HA-2) were performed to approximate depths of 4 feet below existing ground surface within the proposed Parking/Stormwater areas.

The SPT boring, hand auger boring and permeability test locations were located by estimating right angles and measuring distances from existing landmarks. Therefore, the field test locations shown on the attached Field Test Location Plan should be considered as approximate.

The Soil Profile, Sheet 2 of the attachments, represents our interpretation of the conditions encountered at each boring location. The stratification lines indicated on the Soil Profile represent the approximate boundaries between soil types; however these transitions may be more gradual than indicated.

5.0 SUBSURFACE CONDITIONS

5.1 GENERAL SOIL PROFILE

Detailed descriptions are presented on the attached soil profile. When reviewing the soil profile, the indicated boundaries between soil strata are approximate and the transitions between strata are typically more gradual. Also, variations in subsurface conditions from those encountered may exist between the boring locations.

5.2 PERMEABILITY TESTING

The data obtained from the permeability testing indicates that the coefficient of permeability for the in-situ soils generally agrees with the information published by the SCS. The permeability samples were collected at approximately 1.0 to 1.5 feet below grade, within the SP/SP-SM material. Please refer to the following table for information pertaining to depths and recommended permeability rates:

Test		K (in./hour)
PT-1	K _{VS}	11.5
	K _{HS}	16.0

We recommend an effective porosity (coefficient of storage) of 20% be utilized for design purposes, as necessary.

5.3 GROUNDWATER

Groundwater was encountered in the SPT and hand auger borings at depths ranging from approximately 3.0 to 4.5 feet below existing ground surface at the time.

Groundwater levels fluctuate with time due to seasonal moisture changes and locally heavy precipitation events. Therefore, future groundwater levels may be encountered at depths different from those identified in our borings.

5.4 TYPICAL SEASONAL HIGH GROUNDWATER TABLE

The SHGWT is typically encountered during late summer following the rainy season. The drainage characteristics of the soils, the land surface elevation, relief points such as lakes, rivers or swamps, and distance to relief points are some more important factors influencing the seasonal high water table elevation. Based on the Soil Survey of Pinellas County, Florida, prepared by the U.S. Department of Agriculture Natural Resources Conservation Service (NRCS), the historic seasonal high water table (SHGWT) is within 3.0 feet of natural ground surface. Based on published information and a review of soil samples from the borings performed, the current SHGWT is estimated to be 1.0 foot below existing ground surface at the location of HA-1 and is tidally influenced.

5.5 SITE SEISMIC DESIGN RECOMMENDATIONS

This site is located in west central Florida, a region of the country which does not have a significant seismic risk.

Based on the methodology outlined in ASCE/SEI 7-22 and in accordance with the current Florida Building Code (FBC), and considering the average N-values and soil types in the top 100 feet (based on the project soil profiles and our experience in this area), it is our opinion that Site Class D (Stiff Soil) may be used for the soil conditions at the site. Based on the referenced methodology, for 0.2 and 1-second spectral response accelerations, the mapped spectral acceleration values are 0.065 g and 0.030 g for S_s and S_1 , respectively, with design spectral response acceleration parameters of 0.058 g and 0.043 g for S_{DS} and S_{D1} , respectively (Site Class D)

6.0 CONCLUSIONS

We base the following conclusions in part on the preceding project information and the results of the subsurface exploration. The following describes our conclusions concerning geotechnical issues associated with the project:

The proposed Clubhouse structure can be supported by a deep foundation and the Cabana structure can be supported by conventional shallow foundations as recommended in this report assuming proper site preparation is completed in accordance with subsequent paragraphs.

The SHGWT is estimated to be 12 inches below existing ground surface and is tidally influenced. De-watering may be required during excavation of the proposed structure footings if the construction is performed during the rainy season. De-watering can be accomplished as described below in Section 7.6.

7.0 RECOMMENDATIONS

7.1 SITE PREPARATION AND CONSTRUCTION CONSIDERATIONS

The following are our recommendations for overall site preparation and densification work for the construction of the proposed development based on the anticipated construction and our boring results. These recommendations should be used as a guideline for the project general specifications prepared by the design engineer.

7.1.1 Site Stripping

To prepare the site for construction, all deleterious material including construction debris, clays, organics and all existing vegetation and large root systems should be removed. All existing utilities (including septic tanks and lines, if any) should be abandoned properly. After stripping, any pockets of deleterious materials should be undercut. The resulting excavation should be backfilled with soils as discussed in the structural fill section of this report. Clean sand may be stockpiled for reuse and deleterious material, where encountered, may be used in the green space on site, with approval of the geotechnical engineer. Deleterious materials could be present intermediate of our borings. Such deleterious material should be removed to the satisfaction of Anticus as the site is prepared and/or as the excavations expose them, and therefore, we recommend setting aside a contingency fund to cover the removal and replacement of deleterious

materials. Any cavities formed should be replaced with compacted structural fill. At a minimum, it is recommended that the stripped operations extend at least five (5) feet beyond the development perimeters.

7.1.2 Subgrade Preparation and Fill Placement

1. Following the stripping operations, the exposed subgrade should be evaluated and proofrolled as directed by representatives of Anticus to evaluate the subgrade soils for any weak or yielding subgrade areas. The proofrolling should consist of compaction using a large diameter, heavy vibratory drum roller. The vibratory drum roller should have a static drum weight on the order of eight (8) to ten (10) tons and should be capable of exerting a minimum impact force of 36,000 pounds (DYNAPAC CA-250 or equivalent); this is expected to provide adequate results. **The vibratory roller should not be used within 50 feet of existing structures (if any). These areas should be compacted using a fully loaded 2 cubic yard capacity front-end loader, static roller or equivalent.**
2. Proofrolling should be closely monitored by our engineering technician to observe for unusual deflection of the soils beneath the drum/wheel loads. If unusual or excessive deflection is observed, then the areas should be undercut to firm soils and backfilled with structural fill placed in maximum one-foot thick loose lifts. The proofrolling equipment should make a minimum of eight (8) overlapping passes over the structure and pavement areas with the successive passes aligned perpendicular. It is recommended that within the structure and pavement areas, the natural ground, to a minimum depth of one (1) foot below stripped grade, be compacted to a dry density of at least 95 percent of the modified Proctor maximum dry density.
3. Following satisfactory completion of the initial proofrolling, the structure and pavement areas may be brought up to finished subgrade levels, as needed. Backfill soils and soils used to bring the structure and pavement areas up to finished subgrade levels should be of the same composition and be compacted to the same criteria as structural fill soils, as subsequently discussed. If soft pockets are encountered, the unsuitable materials should be removed and the proposed footing elevation may be re-established by backfilling after the undesirable material has been removed. This backfilling may be done with a very lean concrete or with a well-compacted, suitable fill such as clean sand, gravel, or crushed FDOT No. 57 or FDOT No. 67 stone. Sand backfill should be compacted to a minimum density of 95 percent of the modified Proctor maximum dry density.
4. Approved sand fill should be placed in loose lifts not exceeding 12 inches in thickness and should be compacted to a minimum density of 95 percent of the modified Proctor maximum dry density. Density tests to confirm compaction should be performed in each fill lift before the next lift is placed. Prior to beginning compaction, soil moisture contents may need to be controlled in order to facilitate proper compaction. If additional moisture is necessary to achieve compaction objectives, then water should be applied in such a way that it will not cause erosion or removal of the subgrade soils. Moisture content within the percentage range needed to achieve compaction is recommended prior to compaction of the natural ground and fill.

5. After compaction and proofrolling, the deep foundations may be installed and/or the foundation excavations (including pile caps/grade beams) can begin. Foundation excavations should be observed by the Geotechnical Engineer or a representative to explore the extent of any loose, soft, or otherwise undesirable materials. If the foundation excavations appear suitable as load bearing materials, the bottom of the foundation excavations should be compacted to a minimum density of 95 percent of the modified Proctor maximum dry density for a minimum depth of one (1) foot below the bottom of the footing depth, as determined by field density compaction tests. If soft pockets are encountered in the footing excavations, the unsuitable materials should be removed and the proposed footing elevation may be re-established by backfilling after the undesirable material has been removed. This backfilling may be done with a very lean concrete or with a well-compacted, suitable fill such as gravel, or crushed FDOT No. 57 or FDOT No. 67 stone.
6. Backfill soils placed adjacent to footings or walls should be carefully compacted with a light rubber-tired roller or vibratory plate compactor to avoid damaging the footings or walls. Approved sand fills to provide foundation embedment constraint should be placed in loose lifts not exceeding 6 inches and should be compacted to a minimum density of 95 percent of the modified Proctor maximum dry density.
7. Immediately prior to reinforcing steel placement, it is suggested that the bearing surfaces of all footing and floor slab areas be compacted using hand operated mechanical tampers. In this manner, any localized areas which have been loosened by excavation operations should be adequately recompacted.

7.2 STRUCTURAL FILL

7.2.1 Structural Fill Definition

The preferred soil used for structural fill is fine sand free of organics and debris and containing less than 12 percent material by weight that is finer than a number 200 sieve (fines) (materials conforming to SP and SP-SM in the USCS). All fill must be approved by the Engineer before placement.

We recommend following the latest version of the FDOT Standard Specifications for Road and Bridge Construction (SSRBC) for utility trench construction, which does allow some material other than SP and SP-SM material within the utility envelope.

7.2.2 Structural Fill Availability

For purposes of providing on-site fill, SP/SP-SM sand is generally present intermittently from the existing ground surface to approximately 20 feet across the site. All structural fill should be approved by the Geotechnical Engineer.

7.2.3 Structural Fill Placement and Compaction

Structural fill with less than 12 percent fines should be placed in lifts not to exceed one foot thick. The fill material should be compacted to at least 95 percent of its modified Proctor maximum dry density (ASTM D-1557).

7.3 SITE DEGRADATION DURING CONSTRUCTION

It has been our experience that prior to slab construction, slab subgrades can be significantly disrupted by construction equipment, utility construction, and inclement weather. The soils exposed at the slab subgrade will consist primarily of sands. These materials are particularly susceptible to disturbance. Placement of concrete or fill upon these areas must occur promptly, or these areas will need re-compaction and re-testing.

7.4 FOUNDATIONS

7.4.1 Shallow Foundations

Based on the information revealed by our exploration, the Cabana structure can be supported by continuous strip and spread column footings bearing on densified residual soil. We recommend use of a maximum allowable soil bearing pressure of 2,500 psf to size column and strip footings supported by these materials. Total settlement is anticipated to be less than 1 inch with differential settlement less than ½ inch.

Even though computed footing dimensions may be less, column footings should have a minimum width of at least 24 inches and strip footings should be at least 24 inches wide. These dimensions facilitate densification and hand cleaning of footing subgrades disturbed by the excavation process and the placement of reinforcing steel. They also reduce the potential for localized punching shear failure. Footings should bear at least 24 inches below the finished exterior grade as a bearing capacity requirement.

Foundation excavation will produce a thin veneer of disturbed soil at the footing subgrade. We recommend that the surficial soils exposed at the bottom of the foundation excavation be compacted to at least 95 percent of the soil's modified Proctor maximum dry density. Hand guided vibrating plates can be used. The compaction should be performed and checked prior to placement of reinforcing steel.

7.4.2 Deep Foundations

The Clubhouse can be supported on a deep foundation system. are on the order of 45 kips and 66 kips, at an embedment depth of 29 feet, respectively. Production pile lengths should consider embedment lengths of approximately 5 feet longer than the lengths noted on the attached capacity curve for the capacity chosen to provide for variation in soil conditions. It is anticipated that the piles may achieve capacity at shallower depths than those noted on the attached capacity curve, and we should be retained to provide minimum tip (for lateral and axial capacity) and production pile lengths, once the required load per pile is established by the structural engineer (actual pile lengths will be based on loading as evaluated by the structural engineer, the attached capacity curves provide capacity with depth for use by the structural engineer). No reduction of the individual pile capacities will be required if piles are spaced center-to-center at least three (3) times their width. Pile caps may contribute to the overall bearing capacity of the pile group provided they are supported on competent soil outside the outer perimeter of the group. However, we do not recommend utilization of this additional capacity because of the potential loss of soil cover at the pile cap.

Settlement of pile supported structural elements should be small and tolerable for a typical foundation configuration.

Based on the subsurface soil conditions encountered in the SPT borings performed for this report and our past experience with similar soil conditions we do not anticipate significant downdrag loads acting on the piles.

A pre-construction wave equation analysis should be performed to establish if the proposed hammer system meets the projects specifications and to determine driving criteria using the contractor's hammer and drive assembly prior to any test or production pile driving, as applicable. The driving criteria and the production pile length may be established on the basis of analyses and in-situ soil conditions and may be used to mitigate vibration to reduce the possibility of damage to nearby structures.

It is our opinion that the piles may achieve the design axial capabilities at higher elevations than those predicted due to the variability of soil type and density within the upper 20 feet of the subsurface. **Based on the information presented on the soil profile and our local experience with similar conditions, we would recommend a pre-driving survey be performed of any structures within 50 feet of pile driving to evaluate the need for settlement and vibration monitoring of those structures, and as necessary vibration monitoring during pile driving to reduce the potential for claims of distress/damage from nearby neighbors.** We would recommend preforming the pile hole to an approximate depth of 10 feet to reduce the amount of vibration that can affect the nearby structures.

As necessary, we can be retained to perform lateral load analyses and determine pile minimum tip elevation; generally, the pile embedment is generally governed by axial loading for this type of structure.

7.5 FLOOR SLAB

We assess that no extraordinary floor slab performance criteria, such as very low allowable deflection/settlement, are expected for the Cabana structure, if there are floor flatness criteria we should be made aware of this to evaluate the compaction efforts within the subgrade soils supporting the floor slab. The upper 1-foot of soil beneath the slab area should be compacted to at least 98 percent of its modified Proctor maximum dry density. To reduce the possibility of slab cracking due to minor differential settlement, transitions from foundation-supported building elements to soil supported building elements should be reinforced.

Use of a vapor retarder should be determined by the structural engineer. Any vapor retarder should be placed in accordance with ACI guidelines.

It has been our experience that prior to slab construction, slab subgrades can be significantly disrupted by construction equipment, utility construction, and inclement weather. The soils exposed at the slab subgrade will consist primarily of sands. These materials are particularly susceptible to disturbance. Placement of concrete in these areas must occur promptly, or these areas will likely need re-compaction and re-testing.

7.6 PAVEMENT

The recommended pavement sections have been based on traffic patterns that we believe are consistent with similar developments and site conditions, assuming maximum 20 year, 18,000 pound single axle loads (Light Duty classification), and Heavy Duty Classification with an ADT volume of 100,000 for truck court, truck/trailer parking and entrance/exit areas. We would anticipate that the majority of the pavement area will be subjected to truck traffic (Heavy Duty Classification) and that a rigid pavement section will be utilized. These design parameters need to be verified by the design engineer once actual traffic loading conditions become available.

We have also assumed that compacted fill material in pavement areas will exhibit an LBR value of at least 20 and that stabilization of the subgrade will be required to achieve a LBR of 40.

If site preparation work is performed as described above, the following pavement sections may be utilized:

Section Description Flexible Pavement Sections	Minimum Thickness (in)	
	Light Duty	Heavy Duty
Surface Course Asphalt Superpave Surface - Type SP-9.5/12.5 Fine, Traffic level "C". Structural Coefficient (0.44) (1.5 inches) = (0.66) or 2 inches = (0.88)	1.5	2
Base Course Crushed Concrete having a minimum LBR of 150 and compacted to at least 98 percent of ASTM D-1557. Structural Coefficient (0.18) (6 inches) = (1.08) or 8 inches = (1.44) or If SHGWT is greater than one foot below base layer then use: Limerock having a minimum LBR of 100 and compacted to at least 98 percent of ASTM D-1557. Structural Coefficient (0.18) (6 inches) = (1.08) or 8 inches = (1.44)	6	8
Subgrade Stabilized to a minimum LBR of 40 and compacted to at least 98 percent of ASTM D-1557. Structural Coefficient (0.08) (12 inches) = (0.96)	12	12
Total Structural Coefficient Light Duty = 2.70 Total Structural Coefficient Heavy Duty = 3.28		

- (1) Limerock base course requires a minimum separation of 18 inches between the bottom of base and the SHGWT.

The following rigid pavement section can be considered as an alternative to the flexible pavement section described above:

Section Description Rigid Pavement Sections	Thickness (in)	
	Light Duty	Heavy Duty
Surface Course Concrete with minimum compressive strength of 4,000 psi at 28 days when tested in accordance with ASTM C-39.	5	6
Subbase Compacted soils compacted to at least 98% of the modified Proctor maximum dry density (ASTM D-1557). The soil subgrade should be prepared to achieve a minimum LBR of 40%.	12	12

Note that the common base course material in Florida (limerock) is not free draining and deteriorates if in contact with water.

The performance of the pavement sections is highly dependent on controlling the moisture of the subgrade soils. It is important that surface drainage be controlled to prevent water from ponding in pavement areas. If free draining material is to be employed we suggest crushed recycled concrete.

The choice of pavement base type will depend on final pavement grades. If a minimum separation of 18 inches between the bottom of the base and the seasonal high groundwater level is obtained, then a limerock, shell, or crushed concrete base can be utilized (thickness as noted above). A soil cement base should be utilized if the separation between final grade and the seasonal high groundwater is a minimum of 12 inches and less than 18 inches. Base material elevations should not be designed for saturated conditions. If the designer wishes to have base material closer than 12 inches to the SHGWT, then an underdrain system should be utilized that will maintain the 12 inches of separation. The SHGWT should be re-established relative to a known elevation prior to setting final grades.

A soil cement base should be designed according to FDOT or PCA modified short cut design procedures. Strength of 300 psi should be achieved on laboratory cured compressive strength specimens molded from samples taken from the base material as it is placed. A stabilized subgrade need not be incorporated with a soil cement base. Traffic should not be allowed on the subgrade as the base is placed to avoid rutting. Before paving, the subgrade should be checked for soundness and be true to line and grade prior to paving.

Crushed concrete should be graded in accordance with FDOT Standard Specification Section 901-5. As a guideline for pavement design, we recommend that the base course be a minimum of 6 inches thick in parking areas and 8 inches thick in heavily traveled drives. Before paving, the base should be checked for soundness.

The light duty pavement section is based on the assumption that the area constructed with light duty pavement will receive virtually no truck traffic. If it is subjected to truck traffic, then heavy-duty pavement should be used. We recommend that a confirmatory LBR test be performed prior to paving. If the LBR test indicates a value less than 40, stabilization of the subgrade or thicker pavement sections will be required.

This approach projects an approximate pavement life of 20 years, provided there are no major changes in the project characteristics. We expect that the pavement will not be maintenance free and that additional maintenance including milling and resurfacing of the old pavement sections will be part of the maintenance plan in the future. Any distressed areas should be promptly repaired to prevent the failure from spreading due to loading and water infiltration. Cracks and joints should be sealed annually.

Concrete or rigid pavement is recommended for the apron approach areas. This type of pavement transfers lower maximum load stresses to the underlying soils than a flexible asphalt pavement course. The soils beneath these pavements are typically not stabilized but must provide good drainage. Therefore, the soils in these areas should be clean sandy fill with less than 12 percent fines as outlined in the structural fill section of this report. Soils with higher fines content are not recommended beneath these pavement areas.

The thickness of concrete pavement was determined from methods developed by the American Concrete Pavement Association. The method assumes that the subgrade is firm, well compacted and non-pumping and that all joints are properly designed and sealed to minimize moisture inflow in the subgrade. Also, it is important to ensure that proper concrete curing practices will be employed (e.g.-applying curing compound to prevent moisture loss during the hydration process and traffic will not be allowed until the concrete has had sufficient time to cure).

The concrete should have a minimum compressive strength of 4,000 psi at 28 days when tested in accordance with ASTM C-39. Based on our experience, a minimum thickness of six (6) inches should be utilized for heavy-duty applications and a minimum thickness of five (5) inches should be utilized for light-duty applications. The soil subgrade should be prepared to achieve a minimum LBR of 40% as mixed and pulverized to a depth of 12 inches below the pavement base elevation. The subgrade soils should be compacted to a minimum density of 98% of the modified Proctor maximum dry density.

The performance of the pavement sections is highly dependent on controlling the moisture of the subgrade soils. It is important that surface drainage be controlled to prevent water from ponding in pavement areas. If free draining material is to be employed we suggest crushed recycled concrete.

7.1 RETAINING WALLS/SEAWALLS

We understand the seawall running along the eastern portion of the site will be modified/replaced. Retaining wall foundations can be designed for a maximum allowable soil bearing pressure of 2,500 psf.

Soils behind the retaining walls are assumed to exert a triangular stress distribution which can be modeled in terms of an "equivalent fluid" for both the active and at-rest cases. If the top of the wall is free to rotate, the active earth pressure condition can be used. If the top of the wall is fixed and not free to rotate, the at-rest earth pressure condition should be used. If a uniform area surcharge is applied behind the wall, a portion of the surcharge is transferred to the wall in the form of a uniform or rectangular lateral stress distribution. The magnitude of the lateral stress transferred to the wall is a function of the soil's strength and the permissible degree of deflection or rotation. It is computed by multiplying the soil's "earth pressure coefficient" by the magnitude of the surcharge.

The following table presents values for earth pressure coefficients and equivalent fluid unit weights for both the at-rest and active conditions previously discussed. These values assume a horizontal backfill behind the walls.

Earth Pressure Condition	Earth Pressure Coefficient	Recommended Equivalent Fluid Unit Weight, pcf
Active, Horizontal Backfill	0.33	36
At-Rest, Horizontal Backfill	0.5	55

The recommended equivalent fluid unit weights also assume that constantly functioning drainage systems are installed between walls and soil backfill to prevent the build-up of hydrostatic pressures and lateral stresses in excess of those calculated for drained conditions.

Passive earth pressure of soil adjacent to the footing as well as soil friction of the footing base can be used to resist sliding. The ultimate soil friction force can be computed by multiplying the footing's applied compressive force by 0.63. The ultimate passive restraint of wall footings embedded adjacent to a horizontal grade can be modeled assuming a fluid with an equivalent unit weight of 330 pcf. We recommend that a safety factor of at least 2 be used when computing restraining forces, as no strength test analysis was performed and a simplified (Rankine) earth pressure distribution was used.

Sand with less than 5 percent finer than the Number 200 sieve (SP sand) should be used as backfill directly behind the retaining walls. This material should be compacted to at least 95 percent of its standard Proctor maximum dry density. Either light, hand-operated compaction equipment must be used within 4 feet of walls to reduce the risk of over-stressing the walls or the walls must be designed to resist the stresses imposed by large compaction equipment.

7.2 EXCAVATIONS

In general, structural fill should consist of fine sands (SP/SP-SM), which can be moved and used for grading purposes, site leveling, general engineering fill, structural fill and backfill in other areas, provided the fill is free of organic materials, clay, debris or any other material deemed unsuitable for construction. All fill should be placed in accordance with the recommendations provided in this report.

In Federal Register, Volume 54, No. 209 (October 1989), the United States Department of Labor, Occupational Safety and Health Administration (OSHA) amended its "Construction Standards for Excavations, 29 CFR, Part 1926, Subpart P". This document was issued to better insure the safety of workmen entering trenches or excavations. It is mandated by this federal regulation that excavations, whether they be utility trenches, basement excavations or foundation excavations, be constructed in accordance with the new OSHA guidelines. It is our understanding that these regulations are being strictly enforced and if they are not closely followed, the owner and the contractor could be liable for substantial penalties.

The contractor is solely responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom. The contractors "responsible persons", as defined in 29 CFR Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in all local, state, and federal safety regulations.

We are providing this information solely as a service to our client. Anticus Engineering, LLC does not assume responsibility for construction site safety or the contractor's or other party's compliance with local, state, and federal safety or other regulations.

8.0 FOLLOW-UP SERVICES

Our services do not end with the submission of this geotechnical report. Anticus should be kept involved throughout the design and construction process to maintain continuity and to verify that our recommendations are properly interpreted and implemented. To achieve this, we should review project plans and specifications with the designers to see that our recommendations are

fully incorporated. We also should be retained to monitor and test the site preparation and foundation construction. Anticus's familiarity with the site and with the site recommendations makes us a valuable part of your construction quality assurance team. Anticus recommends that we be retained by the owner to observe earthwork and foundation construction.

9.0 LIMITATIONS OF REPORT

This report has been prepared for the exclusive use of **Carlouel Yacht Club** and their designers for specific application to the project previously discussed. Our conclusions and recommendations have been prepared using generally accepted standards of geotechnical engineering practice in the State of Florida. No other warranty is expressed or implied.

Our conclusions and recommendations are based on the design information furnished to us, the data obtained from the previously described exploration and our experience. They do not necessarily reflect variations in the subsurface conditions, which are likely to exist intermediate of our borings and in unexplored areas of the site due to the inherent variability of the subsurface conditions in this geologic region as well as past land use. Should such variations become apparent during construction, it will be necessary to re-evaluate our conclusions and recommendations based upon on-site observation of the conditions.

If changes are made in the overall design or location of the building and grading scheme, then the recommendations presented in this report may no longer be valid. In such cases, our firm should review the proposed changes to evaluate whether our recommendations need to be modified. The results of this review should be provided in writing. We also request the opportunity to review the foundation plan, grading plan and applicable portions of the project specifications when the design is finalized. This review will allow us to check whether these documents are consistent with the intent of our recommendations.

Sampling and testing of the soil, rock, groundwater, surface water and air for the presence of environmental contamination was beyond the scope of this exploration. We will be glad to provide these services at your request.

The lines on the boring logs designating the interface between the various strata may only be approximate boundaries when the transition is gradual or could not be detected by the drilling operations.

The depth to the groundwater table measured at the site during the investigation is only indicative of the conditions at that time. The estimated seasonal high water levels do not provide any assurance that groundwater levels will not exceed these estimated levels during any given year in the future. Should the impediments of surface water drainage be present, or should rainfall intensity and duration, or total rain quantities, exceed the normally anticipated rainfall quantities, groundwater levels might exceed our seasonal high estimates.

The site is underlain by limestone bedrock that is susceptible to dissolution and the subsequent development of karst features such as voids and sinkholes in the natural soil overburden. Construction in a sinkhole prone area is therefore accompanied by some risk that internal soil erosion and ground subsidence could affect new structures in the future. It is not possible to investigate or design to completely eliminate the possibility of future sinkhole related problems. In any event, the Owner must understand and accept this risk.

LEGEND

- ①  Black to Brown to Gray SAND to SAND With Silt (SP/SP-SM)
- ②  White to Light Gray Weathered LIMESTONE
- ③  Pale Brown to Dark Gray Sandy CLAY to CLAY (CL/CH)
- a with shell and phosphate nodules
- b with limestone fragments and phosphate nodules
- c with phosphate nodules
- SP Unified Soil Classification System (ASTM D 2488)
Group Symbol As Determined By Visual Review
-  Groundwater Level
- N SPT N-Value In Blows/Foot
For 12 Inches Of Penetration
(unless otherwise noted)
-  Loss Of Circulation Of Drilling Fluid (%)
- 50/4 Number Of Blows For 4 Inches Of Penetration
- HA Hand Auger Boring Performed To Avoid Utility Conflicts

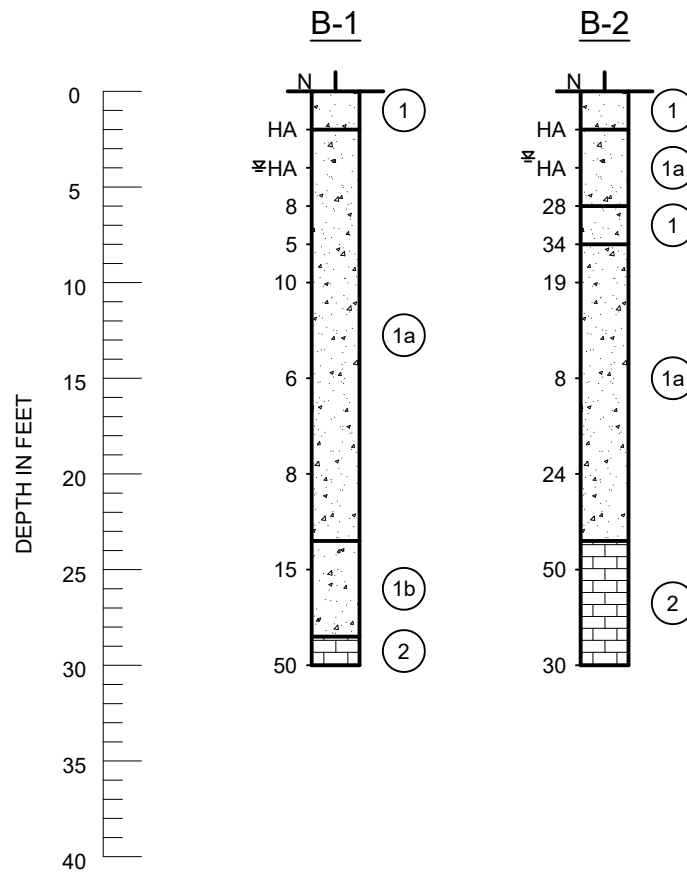
NOTE: Boring B-1 can be used for the Seawall and Clubhouse
Soil Profile Notes:

- The profiles depicted are of a generalized nature to highlight the major subsurface stratification features and material characteristics. The soil profiles include soil description, stratifications and penetration resistances. The stratifications shown on the boring profiles represent the conditions only at the actual boring location. Variations may occur and should be expected between boring locations. The stratifications represent the approximate boundary between subsurface materials and the actual transition may be gradual.
- Groundwater levels generally fluctuate during periods of prolonged drought and extended rainfall and may be affected by man-made influences. In addition, a seasonal effect will also occur in which higher groundwater levels or temporary perched conditions are normally recorded in rainy seasons.
- SPT borings performed with a safety hammer.

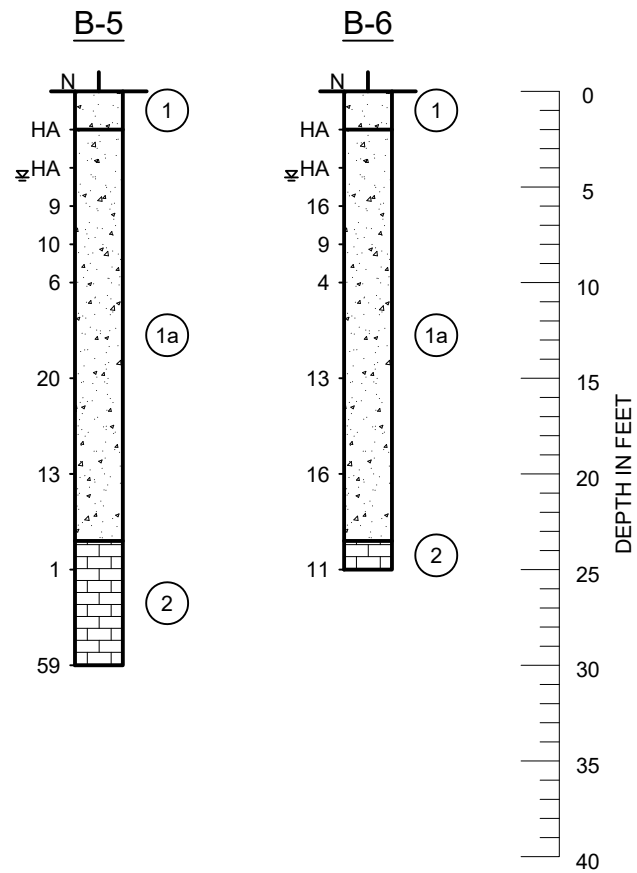
Granular Materials			Silts and Clays		
Relative Density	Safety Hammer SPT N-Value (Blow/Foot)	Automatic Hammer SPT N-Value (Blow/Foot)	Consistency	Safety Hammer SPT N-Value (Blow/Foot)	Automatic Hammer SPT N-Value (Blow/Foot)
Very Loose	Less than 4	Less than 3	Very Soft	Less than 2	Less than 1
Loose	4 - 10	3 - 8	Soft	2 - 4	1 - 3
Medium Dense	10 - 30	8 - 24	Firm	4 - 8	3 - 6
Dense	30 - 50	24 - 40	Stiff	8 - 15	6 - 12
Very Dense	Greater than 50	Greater than 40	Very Stiff	15 - 30	12 - 24
			Hard	Greater than 30	Greater than 24

SOIL PROFILE

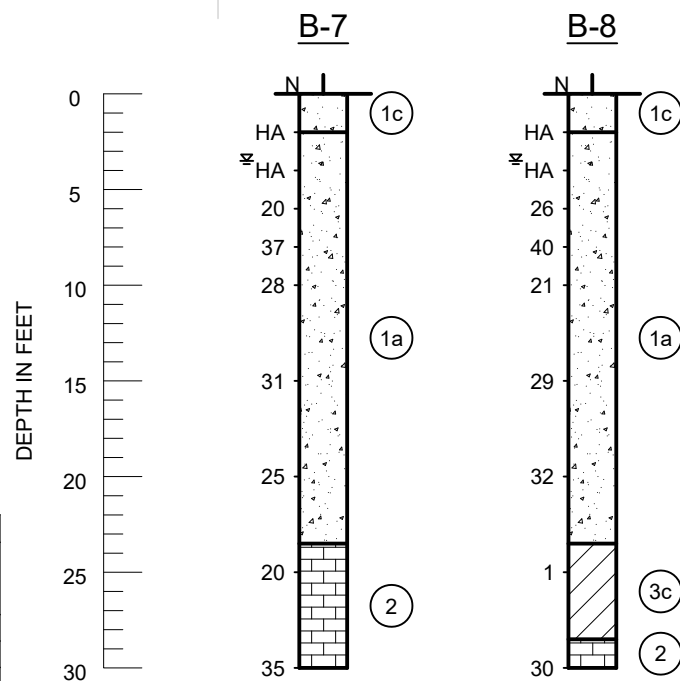
CLUBHOUSE



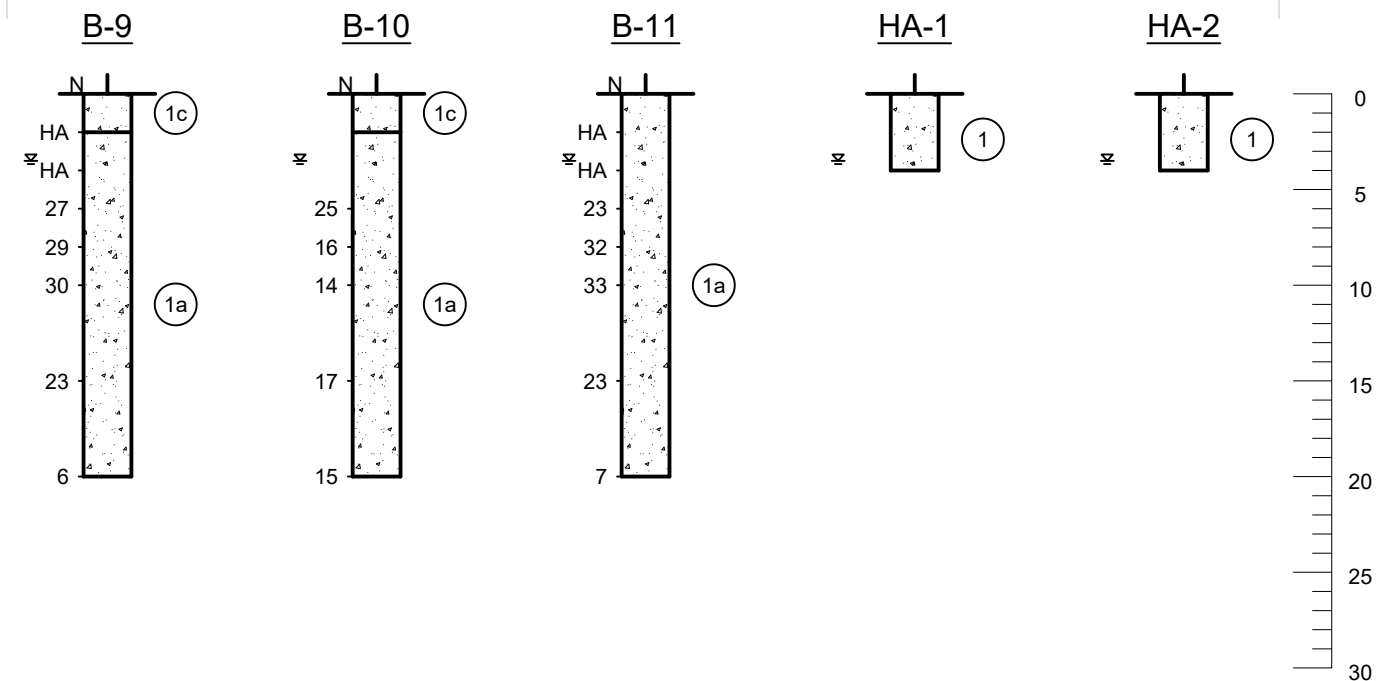
SEAWALL



CABANA



PARKING AREA/UNDERGROUND STORMWATER



Sheet

2

Project
01.8155.26

Date
April 23, 2026

Scale
Not To Scale

Engineer of Record:

James M. LaCava, PE
License No. 73080

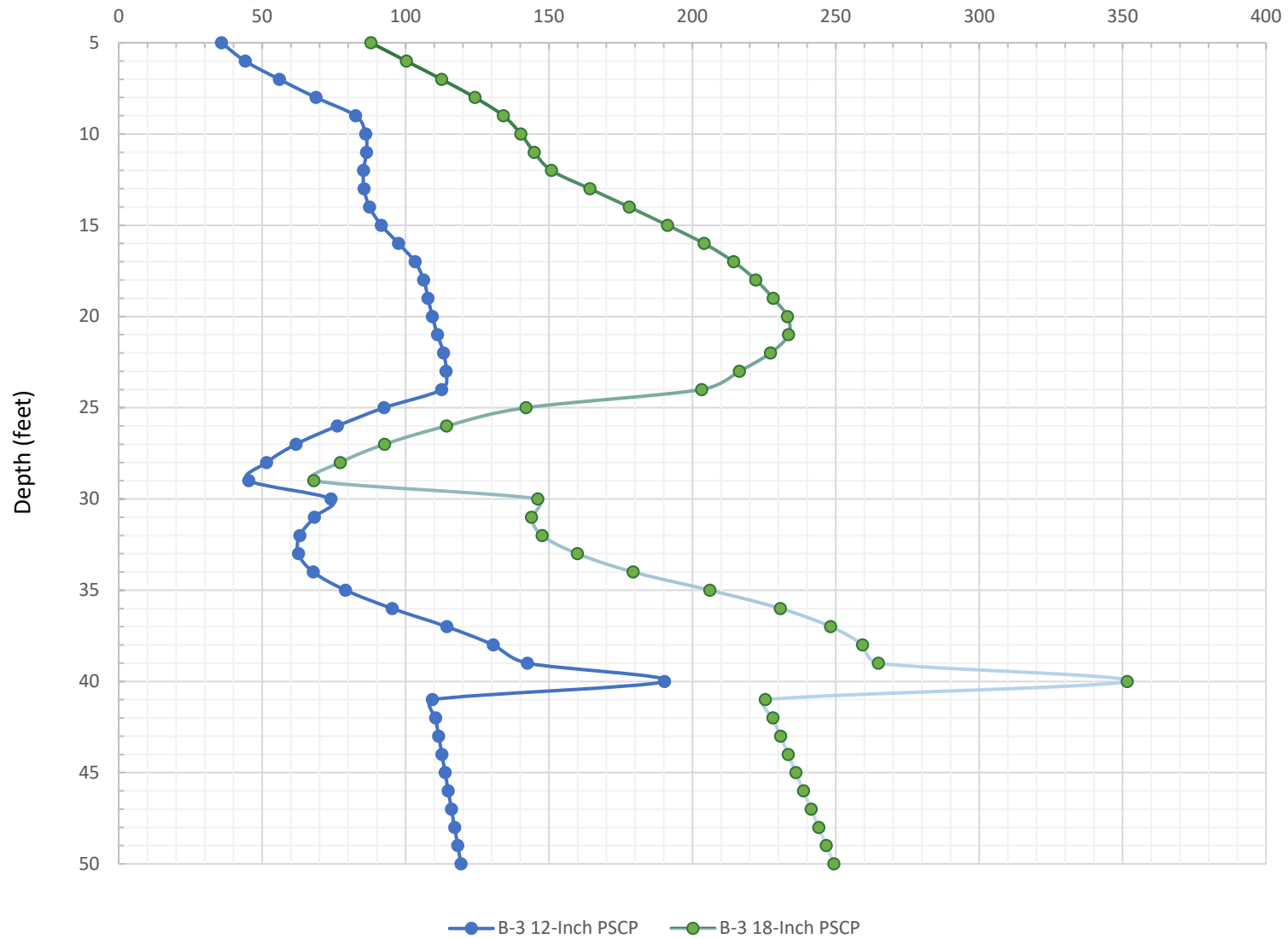
Project Description and Address:

Carlouel Beach and Yacht Club
1091 Eldorado Avenue
Clearwater, FL

Revisions:



104 2nd Avenue SW
Ruskin, FL 33570
Phone/Fax (813) 642-3865
Registration No. 30846



FLS2026-05010
Responses to DRC Comments

Applicant has reviewed the comments provided by the Development Review Committee (“DRC”) and has responded to each comment below in blue. As part of this re-submittal, Applicant’s design and development team has incorporated each department’s comments into the revised plans and responses which include:

- Civil/Site Plans and Drainage Narrative
- Architectural Elevations
- Landscape Plan and Tree Survey/Protection Plan
- Parking Study
- Application
- Narrative Responses
- License Agreement (NEW DOCUMENT—see DRC Comment #19)

1. 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. Per Sec. 47.181, bring all sidewalks and ramps adjacent to or as part of the project up to Standards, including ADA.
 6. Contractor shall request an easement inspection prior to any construction near an easement.
 7. Vacation/Establishment of easements will need to be completed prior to construction permit C of O.
 8. If the proposed project necessitates infrastructure modifications to satisfy the site-specific water capacity and pressure requirements and/or wastewater capacity requirements, the modifications shall be completed by the applicant and at their expense. If underground water mains and hydrants are to be installed, the installation shall be completed and in service prior to construction in accordance with Fire Department requirements.

➤ Acknowledged.

2. ENVIRONMENTAL – Prior to issuance of Building Permit

- Continue to provide erosion control measures on plan sheet and provide notes detailing erosion control methods. Note: all silt fencing and other erosion control measures will be installed prior to the commencement of site work and maintained throughout the project.

➤ Details and notes are found on the Erosion Control Plan; labels have been added to the fence on both sheets 3 and 4.

3. ENVIRONMENTAL – Prior to issuance of Building Permit

- Provide stormwater vault specifications showing the vault provides water quality benefits, and provide a vault maintenance schedule that has been signed and accepted by the owner.

➤ Details for the exfiltration system will be added to the Construction Details. Locations will be shown on the PGD Plan.

4. ENVIRONMENTAL – Prior to issuance of Building Permit

- An Asbestos Survey is usually required prior to conducting any demolition or renovations. Contact Pinellas County Air Quality (727/464-4422) for more information.

➤ Acknowledged. Reports are provided with this resubmittal.

5. FIRE – Fire comments

- Separate plans and permits will be required for Fire Alarm, Fire Sprinkler, Fire Line Underground work. Please acknowledge and describe on plans.
 - Acknowledged. A note has been added to the cover sheet on the civil plans and under ‘General Notes’ on each sheet of the architectural floor plans.

6. LAND RESOURCE – Prior to CDB: Accent Trees

- Accent trees may be used for up to but no more than 25% of the required shade trees. Please remove some of the proposed accent trees and replace them with shade/palm trees.
 - See revised landscape plans. Plant quantities adjusted accordingly to satisfy accent tree percentage required.

7. LAND RESOURCE – Prior to CDB: Crushed Shell

- Crushed shell may not be used as a landscape material and it must be replaced with an acceptable material. Section 3-1204.
 - B. All landscaped areas must be covered with shrubs, ground cover, natural turf, three inches of organic mulch, artificial turf (where permissible), or other suitable material which permits percolation.
 1. Where mulch is used, it must be protected from washing out of the planting bed.
 2. Landscape rock with a minimum size or ¾ inch to one inch in diameter shall be used to redirect stormwater from gutter systems to prevent erosion.
 3. Plastic sheets shall not be installed under mulches.
 4. Artificial turf shall be installed according to the standards in Section 3-1203
 - Acknowledged. Mulch and turf notes have been added to the landscape plan where appropriate. All specifications for crushed shell/river rock have been replaced with arborist mulch.

8. LAND RESOURCE – Prior to CDB: Inches Spreadsheet

- Inches Spreadsheet - Provide a spread sheet expressing the total number of trees to be removed, calculating the DBH (diameter at breast height) of all trees being removed with a rating of 3 and above and the total proposed inches. Note: palm trees with 10 feet of clear trunk receive a 1-inch deficit if removed and a 1-inch credit if proposed and accent trees receive a 2- inch deficit if removed and a 2-inch credit if proposed. Specimen palms (phoenix species) receive a 2.5-inch deficit if removed and a 2.5-inch credit is proposed. All shade trees receive a deficit based on the total DBH if removed and a credit based on the caliper size if planted. If a deficit exists, then it must be paid to the Tree Fund at a rate of 48 dollars and inch. NOTE: Palm trees with less than 10 feet of clear trunk do not require mitigation. Any invasive species listed on the Florida Exotic Plant Pest Council most recent list also do not require mitigation.
 - Spreadsheet added to the Tree Preservation and Mitigation Plan.

9. LAND RESOURCE – Prior to CDB: Landscape Acknowledgement

- Shell, rock, gravel, and any similar material are not acceptable materials per Section 3-1204.B and will not be approved during the Landscape Final. Section 3-1204.
 - B. All landscaped areas must be covered with shrubs, ground cover, natural turf, three inches of organic mulch, artificial turf (where permissible), or other suitable material which permits percolation.
 1. Where mulch is used, it must be protected from washing out of the planting bed.
 2. Landscape rock with a minimum size or ¾ inch to one inch in diameter shall be used to redirect stormwater from gutter systems to prevent erosion.
 3. Plastic sheets shall not be installed under mulches.
 4. Artificial turf shall be installed according to the standards in Section 3-1203
 - Acknowledged. The plans have been amended so that references to the use of rock have been removed from landscape details.

10. LAND RESOURCE – Prior to CDB: Tree Sizes

- Under plant size for the proposed Sabal palms, the plan states “see plan for C.T. ht.” Please instead note that all palms will have a minimum of 10 feet of clear trunk.
 - Sabal Palm specification has been amended accordingly.

11. 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 prior to proceeding to the Community Development Board (CDB).

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.”

In order to be reviewed by the Community Development Board (CDB) on July 21, 2026, electronic copies of all updated materials must be submitted no later than 12:00pm on June 12, 2026.

- Acknowledged.

12. PLANNING - Prior to CDB: Interior Landscaping

- Please confirm compliance with minimum interior landscaping requirements. See CDC Section 3-1202.E for all requirements. Relevant code sections provided below:

1. Foundation plantings.

a. Foundation plantings shall be provided for 100 percent of a building façade with frontage along a street right-of-way, excluding space necessary for building ingress and egress, within a minimum five-foot wide landscaped area. A minimum of 50 percent of the area shall contain shrubs with the remainder to be ground cover.

b. Landscape materials required by Section 3-1202.E.2., below, cannot be counted toward meeting these foundation planting requirements.

2. Parking lots. If the paved vehicular use area is greater than 4,000 square feet, then landscaping for the interior of parking lots shall be provided in accordance with the following:

a. Required interior islands.

1. Ten percent of gross vehicular use area parking shall be provided in an island.

4. Depth of interior islands. All interior landscape islands shall have a minimum depth that is consistent with the depth of the adjacent off-street parking space.

5. Width of interior islands. All interior landscape islands shall have a minimum width of 17 feet as measured from back of curb to back of curb.

6. Required trees/plants.

i. A minimum of one shade tree, or accent/palm equivalent, shall be provided in each interior landscape island.

ii. One shade tree, or accent/palm equivalent, shall be provided per 300 square feet of required greenspace.

iii. Shrubs shall be provided in an amount to equal or exceed 50 percent of the required greenspace.

- All interior landscaping requirements have been confirmed, notation showing compliance has been added to the plans.

13. PLANNING – Prior to CDB (Acknowledge) Mechanical Equipment Screening

- Equipment shall be placed on roofs or to the rear or side of buildings and shall not be placed between any right-of-way and the principal structure(s). Ground-mounted mechanical equipment shall be screened from public view by landscape materials or architecturally finished walls and enclosures designed consistent with the exterior facade of the building or other fencing as approved by the Community Development Coordinator. Rooftop-mounted mechanical equipment shall be screened by a parapet wall, articulated roofline or other

roof screen, or similar device that is integrated into the building's architectural design and of a height equal to or exceeding the height of the equipment being screened.

➤ Acknowledged. A note has been added under 'General Notes' on each sheet of architectural floor plans.

14. PLANNING – Prior to CDB (Acknowledge) Planning Comments

- All planning comments need to be fully addressed prior to development order.

➤ Acknowledged.

15. 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. DFE shown on architectural elevations.

16. PLANNING – Prior to CDB: Beach/Boardwalk

- Beach/boardwalk near dock is not shown on site plan E7. Please confirm which is accurate and ensure all site plans are consistent throughout.

➤ The beach/boardwalk near the dock has been added to the site plans.

17. PLANNING – Prior to CDB: East (rear) setback

- Please measure the east (rear) setback at multiple points throughout the site plan, both to buildings and to paved/amenity areas (pool deck, gazebo, firepit, shade structures, etc.).

➤ See setback dimensions added to the civil/site plans.

18. PLANNING – Prior to CDB: Elevation Cardinal Directions

- Please label all elevations using cardinal directions. For example, please re-label "cabana pool side elevation" on Sheet A5.1 (C2) using cardinal directions. Is this the east elevation?

➤ See cardinal directions added to revised architectural elevations.

19. PLANNING – Prior to CDB: Existing Encroachment

- Awning encroachments over the right-of-way are not permitted within the Institutional (I) District.
- CDC Section 3-908.A:
- A. Building projections which are affixed solely to the building and not directly affixed to the ground such as building fascias, roof overhangs, eaves, canopies other than freestanding canopies, awnings, marquees, and other similar projections, shall be permitted to project into required setbacks as specified below.
 1. In the Tourist, Commercial and Downtown Districts, such projections shall be limited to ten feet and shall be permitted into any required setback and over street rights-of-way provided a clearance of eight feet over grade is maintained. In no case shall such projection be closer than five feet from the curbline or the shoulder of the roadway. Any awning with supports may be located up to the property line and any awning that projects into a right-of-way shall be cantilevered.
 2. In all other districts, such projects shall be limited to 40 percent of the setback or ten feet, whichever is less.

➤ See proposed 'License Agreement' included in resubmittal documents.

20. PLANNING – Prior to CDB: Fence

- Please provide height and materials of proposed fencing/walls. Please revise perspectives to match. Currently, the perspective on sheet D8 shows a wall along the front property line which is not shown on the site plan.
 - Wall is now shown on the civil/site plans. Wall height and materials are called out on Cabana Building architectural elevations and civil plans.

21. PLANNING – Prior to CDB: Food truck area

- Please include the food truck area in narrative so that it can be captured in the staff report. How is the food truck proposed to access the designated parking spot? Will these be for members only?
 - Narrative revised to include reference to food truck area. The food truck will be able to access the designated parking spot on site through the ‘double-gated entry’ on the north end of the first-floor of the parking garage. The food truck will be for use and enjoyment of the members and their guests only.

22. PLANNING – Prior to CDB: Grasspave Area

- Please confirm with engineering that the proposed 12’ wide grasspave area would be permitted in the proposed 10’ drainage easement. Please also provide measured setback to south property line.
 - Grass pave has been removed from the 10’ Drainage Easement

23. PLANNING – Prior to CDB: Lawn Area Amenities

- What are the symbols along the SE boundary of the site at the east side of the lawn area? Are these chairs? Will these be permanent? Circled in gray cloud shape.
 - Existing wooden lawn chairs have been removed from plans.

24. PLANNING – Prior to CDB: Maximum Height

- Is the architectural element (finial) at the top of the roof structure intended to be used as an antenna or flagpole? There are some allowances for projections of such items, but all other items would need to be within the maximum height allowance.
 - See architectural plans. Clubhouse architectural elevations call out flagpole with a maximum allowable height of 10-feet higher than the maximum height specified for the zoning district assigned to the property noted.

25. PLANNING – Prior to CDB: Meters (Acknowledge)

- Accessory structures shall not be separately metered for electricity or water.
 - Acknowledged. A note has been added under ‘General Notes’ on each sheet of the architectural floor plans.

26. PLANNING – Prior to CDB: Overnight Accommodation Use

- Please confirm the cabanas will be used for overnight stays for club members and their guests only.
 - Confirmed—overnight stays are for club members and their guests only.

27. PLANNING – Prior to CDB: Perimeter Buffers

- Please provide the width of all landscape perimeter buffers to confirm compliance with minimums required by code.
 - See landscape buffer notation and dimensioning added to the plans.

28. PLANNING – Prior to CDB: Required Trees

- Within the perimeter buffers, 1 tree is required every 35’ with 100% shrubs between. Please provide required tree calculations (with shade tree or equivalents) and show compliance.
 - Plant quantities have been adjusted to comply with the above requirements.

29. PLANNING – Prior to CDB: Support Column Dimensions

- Please provide typical dimensions of the garage support columns.
 - Dimensions of garage support columns are shown on the architectural plans.

30. PLANNING – Prior to CDB: Tent(s)

- Will the 50x100 tents be a permanent amenity or is this temporary/as needed?
 - One or more tents will be deployed as needed. The tents are temporary in nature and will not be a full-time feature. The lawn label has been revised accordingly.

31. PLANNING – Prior to CDB: Walkway/Sidewalk Width

- Please provide the proposed width of the concrete walkway along the west property boundary at all locations where the width varies. Additionally, please provide context on why the proposed walkway alignment is irregular and not designed as a straight path. Is it an existing sidewalk? It is marked as proposed concrete on the site plan E7, but shown as sidewalk to remain on demo plan E3.
 - The irregular sidewalk is existing. Portions of the site where no sidewalk exists will have sidewalk added to accommodate pedestrian traffic.

32. PLANNING – Prior to CDB: Walkways to dock areas

- Please provide the width of all proposed walkways to dock areas. Typically, walkways shall be a maximum of 4' wide in order to encroach into the rear setback. As a Comprehensive Infill Redevelopment Project, there are no minimum setbacks, however, if the walkways are greater than 4' wide, the request would need to be updated to a zero-foot rear setback.
 - Walkway to dock is now shown. The walkway is 8' wide and a 0' rear setback to the hardscape is now being requested.

33. PLANNING – Prior to CDB: West (front) setback

- Please measure the west (front) setback at multiple points throughout the site plan, both to buildings (clubhouse, pool building, cabana) and to paved areas (parking, amenities, etc.).
 - Dimensions have been added to the site plan.

34. PLANNING – Prior to CDB: North setback to paved area

- Please provide the north setback to paved area (proposed asphalt) on the site plan.
 - A dimension has been added to the site plan.

35. SOLID WASTE – Prior to CDB: Dumpster Storage

- Please show and label where the dumpsters will be set for the north parcel on service days.
 - The dumpster entry on the site data table has been modified. The proposed dumpster location for trash pickup is now identified on the plan along with showing an appropriate turn radius.

36. STORMWATER – Prior to CDB – New Drainage Easement (North)

- Survey and drainage plan to include a full picture of the existing stormwater system located near/along the northern parcel line. Please show on the revised plan that the existing storm pipe along the northern parcel has a minimum of 10' wide drainage easement (existing and proposed combined).
 - The proposed drainage easement is labeled on the site plan. The existing 12" RCP is sketched in based on the Clearwater atlas.

37. STORMWATER – Prior to CDB – New Drainage Easement (South)

- Please show on the revised plan a minimum of 10' wide proposed drainage easement over the existing 12" RCP.
 - See labeled on the site plan.

38. STORMWATER – Prior to CDB – Pre/Post Discharge

- Pre-development basin map reveals that most of the site's runoff currently does not flow to the city's conveyance systems. Please revise design and drainage narrative/calcs demonstrating attenuation is provided on site to ensure post flow rate does not exceed pre-flow rate at all proposed connections to the city's systems. Please be informed that attenuation will not be required if post discharge outfalls directly to Clearwater Bay through seawall penetration.
 - We will connect directly into Clearwater Bay. Drainage narrative has been revised accordingly.

39. STORMWATER – Prior to CDB (please acknowledge) – General Condition

- DRC review is a prerequisite for Building Permit application. A comprehensive review of the submittal was not performed at this time; additional comments will be forthcoming upon submittal of a Building Permit application.
 - Acknowledged.

40. STORMWATER – Prior to CDB (please acknowledge) – SWFWMD ERP Permit

- Please acknowledge that an ERP permit is required prior to CO issuance.
 - Acknowledged. ERP will be applied for concurrently with this application.

41. TRAFFIC ENGINEERING - Prior to CDB - On-Street Parking

- For safety and conformance with parking design standards, the 90-degree on-street parking should be converted to 60-degree angled parking to match the parking to the immediate north. The 90-degree parking currently has an effective drive aisle width that is less than the typical 24 -ft width at the south end and encourages drivers north of the intersection island (stop sign on Bay Esplanade) to back out crossing up to 2 full sets of bi-directional traffic lanes. When converted to angle parking, drivers will have full use of the cul-de-sac turn-around located roughly 400-ft north.
 - See revised site plan.

42. TRAFFIC ENGINEERING – Prior to CDB – Parking Garage

- --1-- Wheel stops are not authorized in a parking garage (Section 3-1402).
--2-- ADA parking layout still encourages the north space to cross behind the southern space to access the primary entry and elevator (Florida Statute 553.5041(5)(a)).
--3-- Please clarify how mobile kitchen will be moved in and out of the location considering the ADA parking signage would be at the center head of the parking space.
 - --1—Wheel stops have been removed from the parking garage.
 - --2—All plans now show the same ADA parking layout which does not encourage any crossing behind another space to access the primary entry/elevator.
 - --3—See revised plans showing the 'double-gated entry' at the north end of the first-floor parking garage which provides ample space for access/removal of the mobile kitchen.

43. TRAFFIC ENGINEERING – Prior to CDB – Plan Consistency

- Please ensure consistency throughout the plan set.
--1-- ADA parking is shown on the east side on other sheets and now on the west side.
--2-- Unauthorized wheel stops shown in the garage on other plan sheets.
 - A finalized plan with consistent details is being provided as part of this application.



PLANNING AND DEVELOPMENT DEPARTMENT COMPREHENSIVE LANDSCAPING APPLICATION

IT IS INCUMBENT UPON THE APPLICANT TO SUBMIT COMPLETE AND CORRECT INFORMATION. ANY MISLEADING, DECEPTIVE, INCOMPLETE OR INCORRECT INFORMATION MAY INVALIDATE YOUR APPLICATION.

ALL APPLICATIONS ARE TO BE FILLED OUT COMPLETELY AND CORRECTLY, AND SUBMITTED IN PERSON (NO FAX OR DELIVERIES) TO THE PLANNING & DEVELOPMENT DEPARTMENT.

A TOTAL OF 11 COMPLETE SETS OF PLANS AND APPLICATION MATERIALS (1 ORIGINAL AND 10 COPIES) AS REQUIRED WITHIN ARE TO BE SUBMITTED FOR REVIEW BY THE DEVELOPMENT REVIEW COMMITTEE. SUBSEQUENT SUBMITTAL FOR THE COMMUNITY DEVELOPMENT BOARD, IF NECESSARY, WILL REQUIRE 15 COMPLETE SETS OF PLANS AND APPLICATION MATERIALS (1 ORIGINAL AND 14 COPIES). PLANS AND APPLICATIONS ARE REQUIRED TO BE COLLATED, STAPLED AND FOLDED INTO SETS.

THE APPLICANT, BY FILING THIS APPLICATION, AGREES TO COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE COMMUNITY DEVELOPMENT CODE.

PROPERTY OWNER (PER DEED): Carlouel Yacht Club Inc.

MAILING ADDRESS: 1091 Eldorado Avenue, Clearwater, FL 33767

PHONE NUMBER: c/o Brian J. Aungst, Jr., Esq. - (727) 444-1403

EMAIL: c/o Brian J. Aungst, Jr., Esq. - bja@macfar.com

AGENT OR REPRESENTATIVE: Brian J. Aungst, Jr., Esq.

MAILING ADDRESS: 625 Court Street, Suite 200, Clearwater, FL 33756

PHONE NUMBER: (727) 444-1403

EMAIL: bja@macfar.com

ADDRESS OF SUBJECT PROPERTY: 1091 Eldorado Avenue, Clearwater, FL 33767

DESCRIPTION OF REQUEST:

Specifically identify the request (include all requested code flexibility; e.g., reduction in required number of parking spaces, height, setbacks, lot size, lot width, specific use, etc.):

The applicant requests approval to permit modification of the required shade tree quantity within the western perimeter buffer of the property. The proposed landscape plan provides 16 shade trees where

20 shade trees would otherwise be required by Code. Due to the limited planting area created by existing/proposed adjacent sidewalks, parking areas, and other site improvements, additional shade trees cannot be reasonably accommodated while maintaining required setbacks from hardscape.

(SEE CONTINUED ON ATTACHED)

STATE OF FLORIDA, COUNTY OF PINELLAS

I, the undersigned, acknowledge that all representations made in this application are true and accurate to the best of my knowledge and authorize City representatives to visit and photograph the property described in this application.

Sworn to and subscribed before me this 24th day of

June, 2026, to me and/or by

Brian J. Aungst, Jr., who is personally known has

produced N/A as identification.

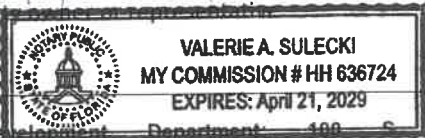
Signature of property owner or representative

BJA

Notary public,

My commission expires:

4/21/2029





PLANNING AND DEVELOPMENT DEPARTMENT COMPREHENSIVE LANDSCAPING APPLICATION FLEXIBILITY CRITERIA

PROVIDE COMPLETE RESPONSES TO EACH OF THE FIVE (5) FLEXIBILITY CRITERIA EXPLAINING HOW, IN DETAIL, THE CRITERION IS BEING COMPLIED WITH PER THIS COMPREHENSIVE LANDSCAPING PROPOSAL.

1. Architectural Theme:

- a. The landscaping in a Comprehensive Landscaping program shall be designed as a part of the architectural theme of the principal buildings proposed or developed on the parcel proposed for the development.

The proposed landscape plan has been developed to complement the architectural and functional character of the site while maximizing available planting opportunities within the western buffer. The required separation between shade trees and adjacent hardscape limits available planting locations. The proposed modifications maintain the overall design character of the property while providing a substantial increase in shade tree canopy and landscape improvements along the western property boundary.

OR

- b. The design, character, location and/or materials of the landscape treatment proposed in the Comprehensive Landscaping program shall be demonstrably more attractive than landscaping otherwise permitted on the parcel proposed for development under the minimum landscape standards.

2. *Lighting.* Any lighting proposed as a part of a Comprehensive Landscaping program is automatically controlled so that the lighting is turned off when the business is closed.

No landscape lighting is proposed as part of this Comprehensive Landscaping Program. The applicant and respective representative understand that any lighting proposed in the future will require a separate permit and will need to be automatically controlled.

3. *Community Character.* The landscape treatment proposed in the Comprehensive Landscape Program will enhance the community character of the City of Clearwater.

The proposed western landscape buffer plan enhances the visual character of the site through the introduction of gumbo limbo where available.

Existing canopy within the western buffer consists primarily of palms, which do not provide the same coverage, shade, or environmental benefits as traditional shade trees. Although the shade tree quantity as required by Code is not met, the proposed improvements significantly enhance pedestrian comfort and landscape character while remaining compatible with surrounding development.

4. *Property Values.* The landscape treatment proposed in the Comprehensive Landscaping program will have a beneficial impact on the value of the property in the immediate vicinity of the parcel proposed for development.

While the code permits limited shade tree credit through palm clusters, multiple palms do not provide the same functional or visual benefits as a mature canopy tree such as a gumbo limbo. The proposed landscape improvements increase shade tree canopy and enhance the long-term appearance and value of the property.

5. *Special Area or Scenic Corridor Plan.* The landscape treatment proposed in the Comprehensive Landscape Program is consistent with any special area or scenic corridor plan which the City of Clearwater has prepared and adopted for the area in which the parcel proposed for development is located.

The proposed landscape plan does not conflict with any adopted special area or scenic corridor plans applicable to the subject property.

DESCRIPTION OF REQUEST (continued)

Additionally, all canopy trees have been sized up beyond the minimum shade tree caliper requirements (palms have remained at Code minimum clear trunk specification). All understory trees have been sized up to the minimum shade tree caliper requirement. Majority of the shrubs have been sized up to the minimum “compensating shrub” requirements, defined as 30” minimum height at planting and maximum of 30” on center spacing.

Preliminary Drainage Analysis – Carlouel Beach and Yacht Club

Summary

Carlouel Yacht Club proposes to redevelop its property by rebuilding where necessary and reconfiguring their property with updated amenities. This will include an underground drainage system that will provide treatment for onsite runoff. Due to its location in an Outstanding Florida Water, it will need to provide treatment sufficient to meet rigorous state water quality standards. The site will also comply with City of Clearwater treatment standards. The site will outfall directly into a tidal waterbody, therefore no attenuation will be required.

Assumptions

- The full extent of onsite impervious areas were captured in the survey
- Proposed impervious areas as they are currently delineated are accurate
- All building runoff is routed into the treatment facility
- Up to 1' – 2' of fill across the site (raising from existing $\pm 4'$ to $\pm 6'$ at top of pavement)
- Front yard runoff continues into the right of way

Quality Criteria

The City of Clearwater Stormwater Drainage Criteria Manual page 7 “Redevelopment” states that the stormwater facilities shall provide treatment of 0.5” rainfall over the project area. SWFWMD Handbook I, Section 8.3 requires a 60% N / 90% P removal efficiency and net improvement for any impairment. In this case, nitrogen levels do not meet standards.

Quantity Criteria

While no attenuation is necessary for flow directly into a tidal waterbody, it must be demonstrated that development will not increase volume going to the city’s infrastructure.

Calculations

BMP Trains is utilized to calculate how much retention volume is required. In the pre-development condition, there are no onsite treatment facilities. Rain falling on the site is washed into the street or into the intercoastal. In the post development condition, an underground storage facility will be provided. An in-ground control structure will be set to hold back retention volume while allowing excess runoff to flow to the intercoastal via pipe. It is calculated that 0.564 ac-ft needs to be retained to meet state standards. This exceeds the city’s minimum volume requirement.

The SCS Runoff Curve Number method is used to calculate the runoff volume for the pre-development and post-development 100-year, 24-hour storm for the basin CYC-2. It is shown that the reduction in impervious area and total area provides a reduction of volume.

Conclusion

There is sufficient area to provide treatment volume. An exfiltration system such as Contech CMP or R-Tank will be placed under open air parking and the tennis court in the south. An exfiltration appropriate for area under the building footprint such as StormTrap or space custom designed by a structural engineer will be used in the parking garage. Both exfiltration systems will be piped directly to the intercoastal, thus avoiding impacts to the Clearwater stormwater system. The reduction of area in CYC-2 will provide relief to the aging public stormwater system.

S:\PINELLAS\CARLOUEL BEACH AND YACHT CLUB\CIVIL\WATER MANAGEMENT DISTRICT\RAINAGE REPORT\RAI DRC -()\MAPS\CYC BASIN MAPS.dwg, 6/10/2026 1:15 PM SAVE DATE: 5/22/2026 LAST SAVED BY: JTIMMERMAN



REVISIONS	DATE
L1	5/12/2025
L2	5/12/2025
L3	5/12/2025
L4	5/12/2025
L5	5/12/2025
L6	5/12/2025
L7	5/12/2025
L8	5/12/2025
L9	5/12/2025
L10	5/12/2025
L11	5/12/2025
L12	5/12/2025
L13	5/12/2025
L14	5/12/2025
L15	5/12/2025
L16	5/12/2025
L17	5/12/2025
L18	5/12/2025
L19	5/12/2025
L20	5/12/2025
L21	5/12/2025
L22	5/12/2025
L23	5/12/2025



CLYMER
FARNER
BARLEY

CLYMER FARNER BARLEY, INC.
7413 ALFORD AVE. MIDDLETON, FL 34762
(882)748-3126

CARLOUEL BEACH & YACHT CLUB
1091 ELDORADO AVE.
CLEARWATER, FL 33767

PRE-DEVELOPMENT BASIN MAP

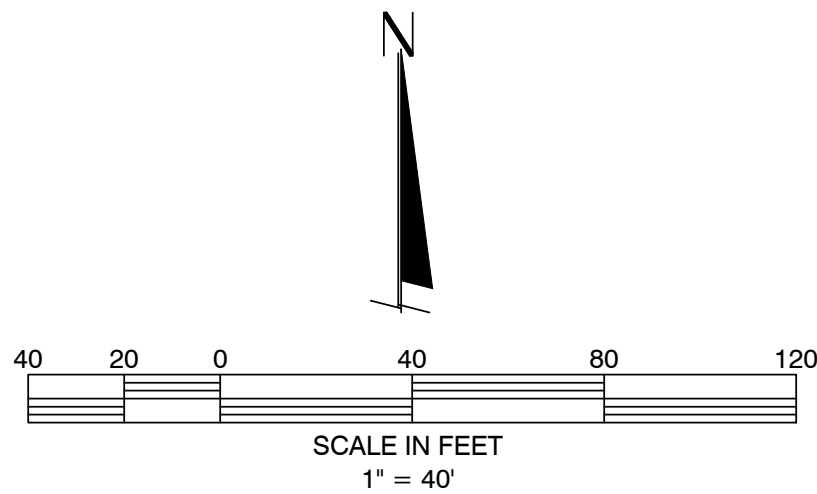
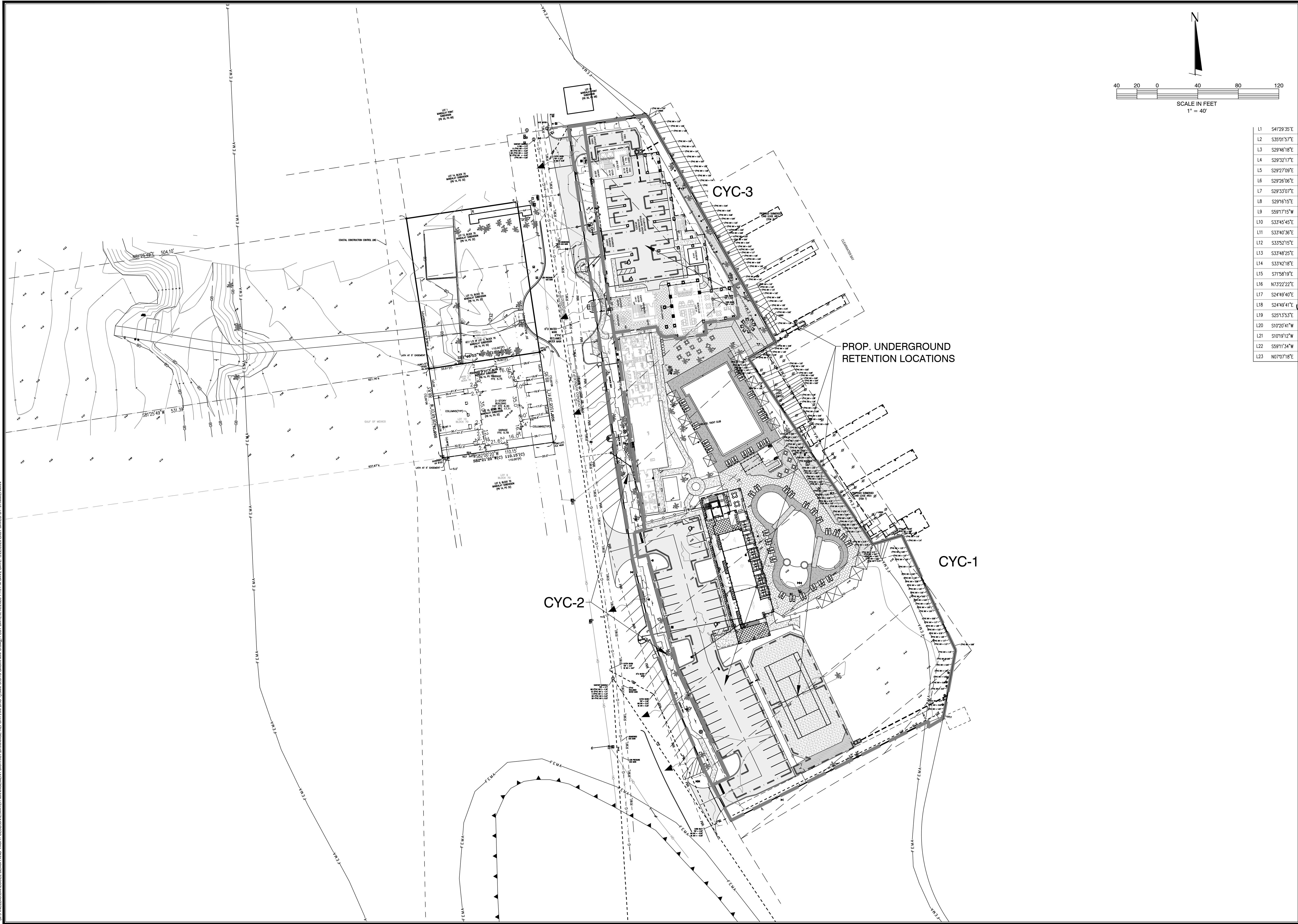
SAVE DATE
DRAWN BY
CHECKED BY
PROJECT #
FILE NAME

5/22/2026
DES
BAB
EP2025.02244
CYC BASIN MAPS

SHEET NUMBER 01

S:\PINELLAS\CARLOUEL BEACH AND YACHT CLUB\CIVIL\WATER MANAGEMENT DISTRICT\RAINAGE REPORT\RAI DRC -()\MAPS\CYC BASIN MAPS.dwg, 6/10/2026 1:15:56 PM, _AutoCAD PDF (General Documentation).pc3

S:\PINELLAS\CARLOUEL BEACH AND YACHT CLUB\CIVIL\WATER MANAGEMENT DISTRICT\RAINAGE REPORT\RAI DRC -()\MAPS\CYC BASIN MAPS.dwg, 6/10/2026 1:15 PM SAVE DATE: 5/22/2026 LAST SAVED BY: JTAMMERNAN



L1	S41°29'35"E
L2	S35°01'57"E
L3	S29°46'18"E
L4	S29°32'17"E
L5	S29°27'09"E
L6	S29°26'06"E
L7	S29°33'07"E
L8	S29°16'15"E
L9	S59°17'15"W
L10	S33°45'45"E
L11	S33°40'36"E
L12	S33°52'15"E
L13	S33°48'25"E
L14	S33°42'18"E
L15	S71°58'19"E
L16	N73°22'22"E
L17	S24°49'40"E
L18	S24°49'41"E
L19	S25°13'53"E
L20	S10°20'41"W
L21	S10°19'12"W
L22	S59°11'34"W
L23	N07°07'18"E

SHEET NUMBER	02
FILE NAME	CYC BASIN MAPS
PROJECT #	EP2025.02244
CHECKED BY	BAB
DRAWN BY	DES
SAVE DATE	5/22/2026
CARLOUEL BEACH & YACHT CLUB 1091 ELDORADO AVE. CLEARWATER, FL 33767	
 CFB CLYMER FARNER BARLEY CLYMER FARNER BARLEY, INC. 7413 ALFORD AVE. MIDDLETON, FL 34762 (882)748-3126	
POST-DEVELOPMENT BASIN MAP	
DATE	
REVISIONS	

**CYC-1
DRAINAGE BASIN
PRE-DEVELOPMENT
CURVE NUMBER CALCULATIONS**

LAND USE DESCRIPTION	SOIL TYPE	AREA (ac)	C.N.	DCIA (%)	IMPERVIOUS (%)	PERVIOUS (%)	DCIA AREA (ac)	WEIGHTED C.N. AREA (ac)	WEIGHTED C.N.
Impervious	N/A	1.01	98	100%	100%	-100%	1.01	0.00	0
Open Space	B	1.29	61	0%	0%	100%	0.00	1.29	61
TOTALS		2.30		43.91%			1.01	1.29	61

**CYC-2
DRAINAGE BASIN
PRE-DEVELOPMENT
CURVE NUMBER CALCULATIONS**

LAND USE DESCRIPTION	SOIL TYPE	AREA (ac)	C.N.	DCIA (%)	IMPERVIOUS (%)	PERVIOUS (%)	DCIA AREA (ac)	WEIGHTED C.N. AREA (ac)	WEIGHTED C.N.
Impervious	N/A	0.45	98	100%	100%	-100%	0.45	0.00	0
Open Space	B	0.15	61	0%	0%	100%	0.00	0.15	61
TOTALS		0.60		75.00%			0.45	0.15	61

CYC-2
100YR, 24HR
Storm Runoff Calculations

Total Runoff Volume: 0.53 ac-ft

Rainfall Intensity: 12 inches

Total DCIA Area: 0.45 AC

Total Weighted CN Area: 0.15 AC

Weighted Curve Number: 61

DCIA Runoff Volume in Acre-Feet

$$V = \text{DCIA} \times i \times \frac{1\text{in}}{12\text{ft}} \quad V = 0.45 \text{ ac-ft}$$

Based on SCS Runoff Curve Number Method

Runoff in Inches

$$S = \frac{1000}{\text{CN}} - 10 \quad S = 6.39$$

$$Q = \frac{(i - 0.2S)^2}{i + 0.8S} \quad Q = 6.72 \text{ inches}$$

Runoff Volume in Acre-feet

$$V = \text{CN Area} \times i \times \frac{1\text{in}}{12\text{ft}} \quad V = 0.08 \text{ ac-ft}$$

DCIA Runoff Volume = 0.45 ac-ft

Runoff Volume = 0.08 ac-ft

Total Runoff Volume = 0.53 ac-ft

**CYC-1
DRAINAGE BASIN
POST-DEVELOPMENT
CURVE NUMBER CALCULATIONS**

LAND USE DESCRIPTION	SOIL TYPE	AREA (ac)	C.N.	DCIA (%)	IMPERVIOUS (%)	PERVIOUS (%)	DCIA AREA (ac)	WEIGHTED C.N. AREA (ac)	WEIGHTED C.N.
Impervious	N/A	1.33	98	100%	100%	-100%	1.33	0.00	0
Open Space	B	0.84	61	0%	0%	100%	0.00	0.84	61
TOTALS		2.17		61.29%			1.33	0.84	61

CYC-2
DRAINAGE BASIN
POST-DEVELOPMENT
CURVE NUMBER CALCULATIONS

LAND USE DESCRIPTION	SOIL TYPE	AREA (ac)	C.N.	DCIA (%)	IMPERVIOUS (%)	PERVIOUS (%)	DCIA AREA (ac)	WEIGHTED C.N. AREA (ac)	WEIGHTED C.N.
Impervious	N/A	0.09	98	100%	100%	-100%	0.09	0.00	0
Open Space	B	0.14	61	0%	0%	100%	0.00	0.14	61
TOTALS		0.23		39.13%			0.09	0.14	61

CYC-2
100YR, 24HR
Storm Runoff Calculations

Total Runoff Volume: 0.17 ac-ft

Rainfall Intensity: 12 inches

Total DCIA Area: 0.09 AC

Total Weighted CN Area: 0.14 AC

Weighted Curve Number: 61

DCIA Runoff Volume in Acre-Feet

$$V = \text{DCIA} \times i \times \frac{1\text{in}}{12\text{ft}} \quad V = 0.09 \text{ ac-ft}$$

Based on SCS Runoff Curve Number Method

Runoff in Inches

$$S = \frac{1000}{\text{CN}} - 10 \quad S = 6.39$$

$$Q = \frac{(i - 0.2S)^2}{i + 0.8S} \quad Q = 6.72 \text{ inches}$$

Runoff Volume in Acre-feet

$$V = \text{CN Area} \times i \times \frac{1\text{in}}{12\text{ft}} \quad V = 0.08 \text{ ac-ft}$$

DCIA Runoff Volume = 0.09 ac-ft

Runoff Volume = 0.08 ac-ft

Total Runoff Volume = 0.17 ac-ft

**CYC-3
DRAINAGE BASIN
POST-DEVELOPMENT
CURVE NUMBER CALCULATIONS**

LAND USE DESCRIPTION	SOIL TYPE	AREA (ac)	C.N.	DCIA (%)	IMPERVIOUS (%)	PERVIOUS (%)	DCIA AREA (ac)	WEIGHTED C.N. AREA (ac)	WEIGHTED C.N.
Impervious	N/A	0.41	98	100%	100%	-100%	0.41	0.00	0
Open Space	B	0.09	61	0%	0%	100%	0.00	0.09	61
TOTALS		0.50		82.00%			0.41	0.09	61

Complete Report (not including cost) Ver 5.3.2

Project: Carlouel Yacht Club

Date: 6/10/2026 10:54:46 AM

Site and Catchment Information

Analysis: Net Improvement

Catchment Name	CYC-1	CYC-2	CYC-3
Rainfall Zone	Florida Zone 4	Florida Zone 4	Florida Zone 4
Annual Mean Rainfall	51.00	51.00	51.00

Pre-Condition Landuse Information

Landuse	User Defined Values	User Defined Values	User Defined Values
Area (acres)	2.30	0.60	0.00
Rational Coefficient (0-1)	0.39	0.63	0.00
Non DCIA Curve Number	61.00	61.00	29.90
DCIA Percent (0-100)	43.91	75.00	0.00
Nitrogen EMC (mg/l)	0.930	0.930	0.930
Phosphorus EMC (mg/l)	0.190	0.190	0.190
Runoff Volume (ac-ft/yr)	3.771	1.601	0.000
Groundwater N (kg/yr)	0.000	0.000	0.000
Groundwater P (kg/yr)	0.000	0.000	0.000
Nitrogen Loading (kg/yr)	4.324	1.836	0.000
Phosphorus Loading (kg/yr)	0.883	0.375	0.000

Post-Condition Landuse Information

Landuse	User Defined Values	User Defined Values	User Defined Values
Area (acres)	2.17	0.23	0.50
Rational Coefficient (0-1)	0.52	0.35	0.68
Non DCIA Curve Number	61.00	61.00	61.00
DCIA Percent (0-100)	61.29	39.13	82.00
Wet Pond Area (ac)	0.00	0.00	0.00
Nitrogen EMC (mg/l)	0.930	0.930	0.930
Phosphorus EMC (mg/l)	0.190	0.190	0.190
Runoff Volume (ac-ft/yr)	4.805	0.340	1.451
Groundwater N (kg/yr)	0.000	0.000	0.000
Groundwater P (kg/yr)	0.000	0.000	0.000
Nitrogen Loading (kg/yr)	5.510	0.390	1.664
Phosphorus Loading (kg/yr)	1.126	0.080	0.340

Catchment Number: 1 Name: CYC-1**Project:** Carlouel Yacht Club**Date:** 6/10/2026**Retention Design**

Retention Depth (in) 2.600

Retention Volume (ac-ft) 0.470

Watershed Characteristics

Catchment Area (acres) 2.17

Contributing Area (acres) 2.170

Non-DCIA Curve Number 61.00

DCIA Percent 61.29

Rainfall Zone Florida Zone 4

Rainfall (in) 51.00

Surface Water Discharge

Required TN Treatment Efficiency (%) 22

Provided TN Treatment Efficiency (%) 95

Required TP Treatment Efficiency (%) 22

Provided TP Treatment Efficiency (%) 95

Media Mix Information

Type of Media Mix Not Specified

Media N Reduction (%)

Media P Reduction (%)

Groundwater Discharge (Stand-Alone)

Treatment Rate (MG/yr) 0.000

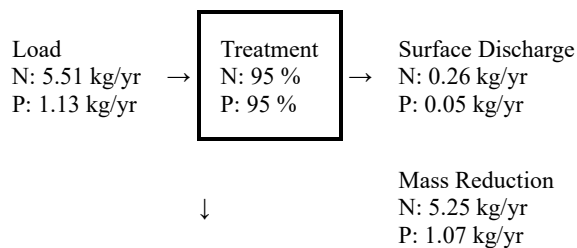
TN Mass Load (kg/yr) 5.253

TN Concentration (mg/L) 0.000

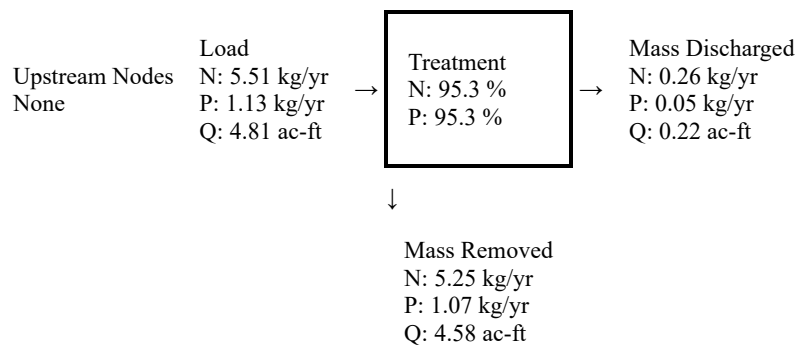
TP Mass Load (kg/yr) 1.074

TP Concentration (mg/L) 0.000

Load Diagram for Retention (stand-alone)



Load Diagram for Retention (As Used In Routing)



Catchment Number: 2 Name: CYC-2

Project: Carlouel Yacht Club

Date: 6/10/2026

None Design

Watershed Characteristics

Catchment Area (acres) 0.23
Contributing Area (acres) 0.230
Non-DCIA Curve Number 61.00
DCIA Percent 39.13
Rainfall Zone Florida Zone 4
Rainfall (in) 51.00

Surface Water Discharge

Required TN Treatment Efficiency (%)
Provided TN Treatment Efficiency (%)
Required TP Treatment Efficiency (%)
Provided TP Treatment Efficiency (%)

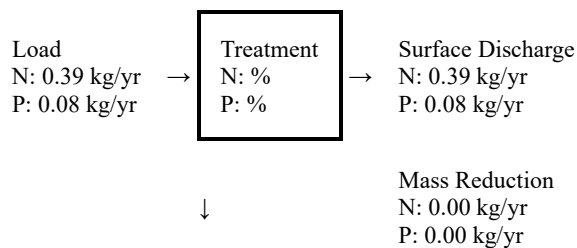
Media Mix Information

Type of Media Mix Not Specified
Media N Reduction (%) 0.000
Media P Reduction (%) 0.000

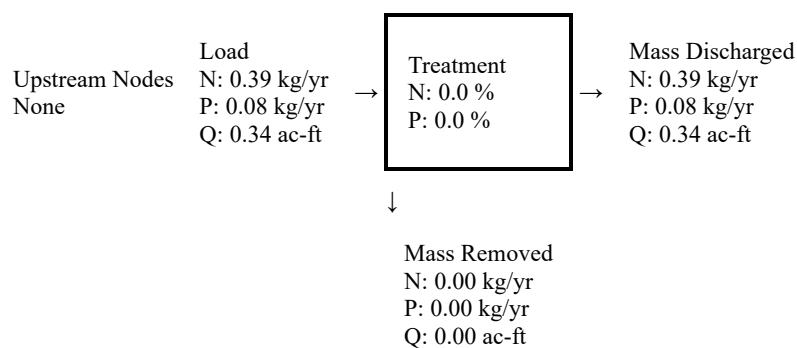
Groundwater Discharge (Stand-Alone)

Treatment Rate (MG/yr) 0.000
TN Mass Load (kg/yr) 0.000
TN Concentration (mg/L) 0.000
TP Mass Load (kg/yr) 0.000
TP Concentration (mg/L) 0.000

Load Diagram for None (stand-alone)



Load Diagram for None (As Used In Routing)



Catchment Number: 3 Name: CYC-3
Project: Carlouel Yacht Club
Date: 6/10/2026

Retention Design

Retention Depth (in) 2.250
Retention Volume (ac-ft) 0.094

Watershed Characteristics

Catchment Area (acres) 0.50
Contributing Area (acres) 0.500
Non-DCIA Curve Number 61.00
DCIA Percent 82.00
Rainfall Zone Florida Zone 4
Rainfall (in) 51.00

Surface Water Discharge

Required TN Treatment Efficiency (%) 100
Provided TN Treatment Efficiency (%) 91
Required TP Treatment Efficiency (%) 100
Provided TP Treatment Efficiency (%) 91

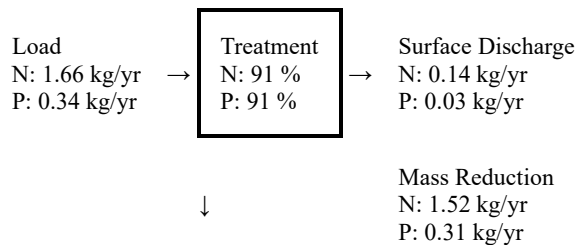
Media Mix Information

Type of Media Mix Not Specified
Media N Reduction (%)
Media P Reduction (%)

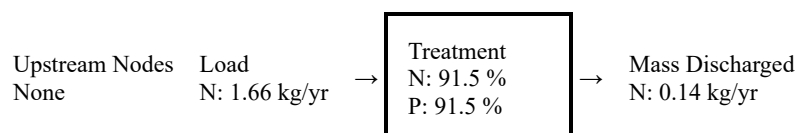
Groundwater Discharge (Stand-Alone)

Treatment Rate (MG/yr) 0.000
TN Mass Load (kg/yr) 1.522
TN Concentration (mg/L) 0.000
TP Mass Load (kg/yr) 0.311
TP Concentration (mg/L) 0.000

Load Diagram for Retention (stand-alone)



Load Diagram for Retention (As Used In Routing)



P: 0.34 kg/yr
Q: 1.45 ac-ft



P: 0.03 kg/yr
Q: 0.12 ac-ft



Mass Removed
N: 1.52 kg/yr
P: 0.31 kg/yr
Q: 1.33 ac-ft

Summary Treatment Report Version: 5.3.2

Project: Carlouel Yacht Club

Date:6/10/2026

Analysis Type: Net Improvement

BMP Types:

Catchment 1 - (CYC-1) Retention

Catchment 2 - (CYC-2) None

Catchment 3 - (CYC-3) Retention

Based on discharge load to 2 decimal places

Total nitrogen target removal met? **Yes**

Total phosphorus target removal met? **Yes**

Summary Report

Nitrogen

Surface Water Discharge

Total N pre load	6.16 kg/yr	
Total N post load	7.56 kg/yr	
Target N load reduction	18.57 %	
Target N discharge load	6.16 kg/yr	
Percent N load reduction	89.57 %	
Provided N discharge load	.79 kg/yr	1.74 lb/yr
Provided N load removed	6.78 kg/yr	14.94 lb/yr

Phosphorus

Surface Water Discharge

Total P pre load	1.258 kg/yr	
Total P post load	1.545 kg/yr	
Target P load reduction	18.57 %	
Target P discharge load	1.258 kg/yr	
Percent P load reduction	89.57 %	
Provided P discharge load	.161 kg/yr	.36 lb/yr
Provided P load removed	1.384 kg/yr	3.052 lb/yr

Complete Report (not including cost) Ver 5.3.2

Project: Carlouel Yacht Club

Date: 6/10/2026 10:55:12 AM

Site and Catchment Information

Analysis: Specified Removal Efficiency

Catchment Name	CYC-1	CYC-2	CYC-3
Rainfall Zone	Florida Zone 4	Florida Zone 4	Florida Zone 4
Annual Mean Rainfall	51.00	51.00	51.00

Pre-Condition Landuse Information

Landuse	User Defined Values	User Defined Values	User Defined Values
Area (acres)	2.30	0.60	0.00
Rational Coefficient (0-1)	0.39	0.63	0.00
Non DCIA Curve Number	61.00	61.00	29.90
DCIA Percent (0-100)	43.91	75.00	0.00
Nitrogen EMC (mg/l)	0.930	0.930	0.930
Phosphorus EMC (mg/l)	0.190	0.190	0.190
Runoff Volume (ac-ft/yr)	3.771	1.601	0.000
Groundwater N (kg/yr)	0.000	0.000	0.000
Groundwater P (kg/yr)	0.000	0.000	0.000
Nitrogen Loading (kg/yr)	4.324	1.836	0.000
Phosphorus Loading (kg/yr)	0.883	0.375	0.000

Post-Condition Landuse Information

Landuse	User Defined Values	User Defined Values	User Defined Values
Area (acres)	2.17	0.23	0.50
Rational Coefficient (0-1)	0.52	0.35	0.68
Non DCIA Curve Number	61.00	61.00	61.00
DCIA Percent (0-100)	61.29	39.13	82.00
Wet Pond Area (ac)	0.00	0.00	0.00
Nitrogen EMC (mg/l)	0.930	0.930	0.930
Phosphorus EMC (mg/l)	0.190	0.190	0.190
Runoff Volume (ac-ft/yr)	4.805	0.340	1.451
Groundwater N (kg/yr)	0.000	0.000	0.000
Groundwater P (kg/yr)	0.000	0.000	0.000
Nitrogen Loading (kg/yr)	5.510	0.390	1.664
Phosphorus Loading (kg/yr)	1.126	0.080	0.340

Catchment Number: 1 Name: CYC-1**Project:** Carlouel Yacht Club**Date:** 6/10/2026**Retention Design**

Retention Depth (in) 2.600

Retention Volume (ac-ft) 0.470

Watershed Characteristics

Catchment Area (acres) 2.17

Contributing Area (acres) 2.170

Non-DCIA Curve Number 61.00

DCIA Percent 61.29

Rainfall Zone Florida Zone 4

Rainfall (in) 51.00

Surface Water Discharge

Required TN Treatment Efficiency (%) 60

Provided TN Treatment Efficiency (%) 95

Required TP Treatment Efficiency (%) 90

Provided TP Treatment Efficiency (%) 95

Media Mix Information

Type of Media Mix Not Specified

Media N Reduction (%)

Media P Reduction (%)

Groundwater Discharge (Stand-Alone)

Treatment Rate (MG/yr) 0.000

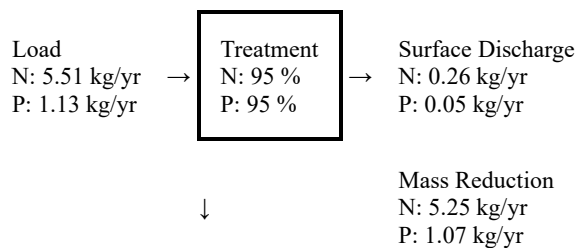
TN Mass Load (kg/yr) 5.254

TN Concentration (mg/L) 0.000

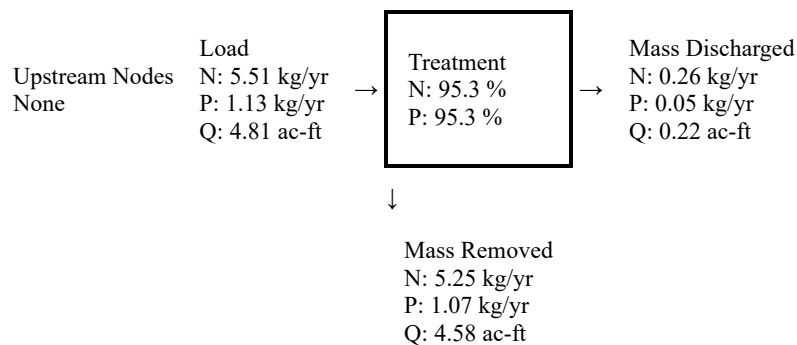
TP Mass Load (kg/yr) 1.073

TP Concentration (mg/L) 0.000

Load Diagram for Retention (stand-alone)



Load Diagram for Retention (As Used In Routing)



Catchment Number: 2 Name: CYC-2

Project: Carlouel Yacht Club

Date: 6/10/2026

None Design

Watershed Characteristics

Catchment Area (acres) 0.23
Contributing Area (acres) 0.230
Non-DCIA Curve Number 61.00
DCIA Percent 39.13
Rainfall Zone Florida Zone 4
Rainfall (in) 51.00

Surface Water Discharge

Required TN Treatment Efficiency (%) 60
Provided TN Treatment Efficiency (%)
Required TP Treatment Efficiency (%) 90
Provided TP Treatment Efficiency (%)

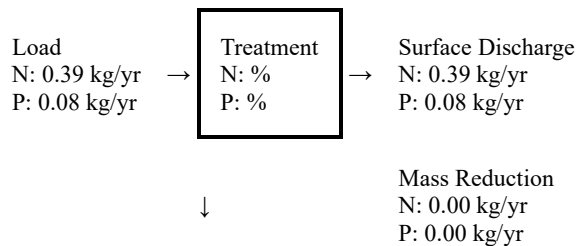
Media Mix Information

Type of Media Mix Not Specified
Media N Reduction (%) 0.000
Media P Reduction (%) 0.000

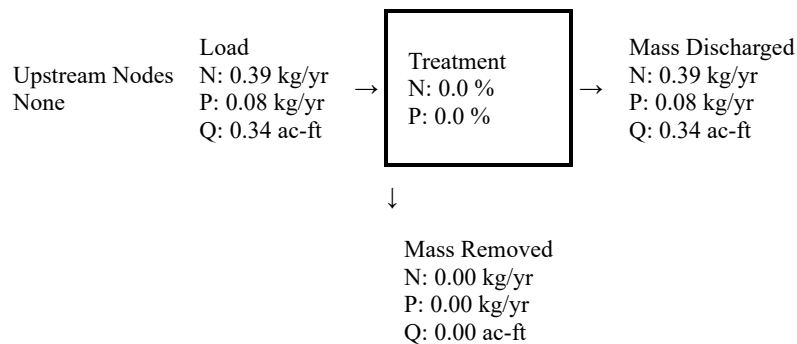
Groundwater Discharge (Stand-Alone)

Treatment Rate (MG/yr) 0.000
TN Mass Load (kg/yr) 0.000
TN Concentration (mg/L) 0.000
TP Mass Load (kg/yr) 0.000
TP Concentration (mg/L) 0.000

Load Diagram for None (stand-alone)



Load Diagram for None (As Used In Routing)



Catchment Number: 3 Name: CYC-3
Project: Carlouel Yacht Club
Date: 6/10/2026

Retention Design

Retention Depth (in) 2.250
Retention Volume (ac-ft) 0.094

Watershed Characteristics

Catchment Area (acres) 0.50
Contributing Area (acres) 0.500
Non-DCIA Curve Number 61.00
DCIA Percent 82.00
Rainfall Zone Florida Zone 4
Rainfall (in) 51.00

Surface Water Discharge

Required TN Treatment Efficiency (%) 60
Provided TN Treatment Efficiency (%) 91
Required TP Treatment Efficiency (%) 90
Provided TP Treatment Efficiency (%) 91

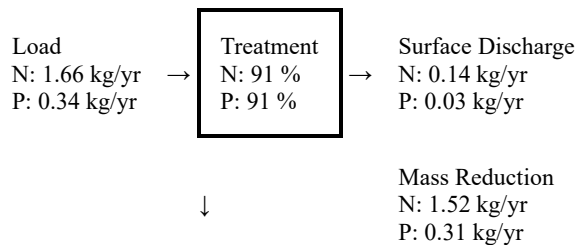
Media Mix Information

Type of Media Mix Not Specified
Media N Reduction (%)
Media P Reduction (%)

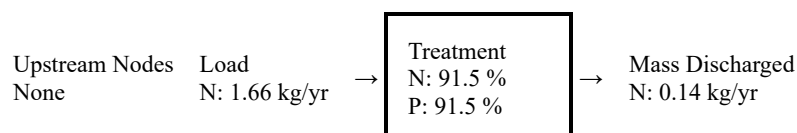
Groundwater Discharge (Stand-Alone)

Treatment Rate (MG/yr) 0.000
TN Mass Load (kg/yr) 1.522
TN Concentration (mg/L) 0.000
TP Mass Load (kg/yr) 0.311
TP Concentration (mg/L) 0.000

Load Diagram for Retention (stand-alone)



Load Diagram for Retention (As Used In Routing)



P: 0.34 kg/yr
Q: 1.45 ac-ft



P: 0.03 kg/yr
Q: 0.12 ac-ft



Mass Removed
N: 1.52 kg/yr
P: 0.31 kg/yr
Q: 1.33 ac-ft

Summary Treatment Report Version: 5.3.2

Project: Carlouel Yacht Club

Date: 6/10/2026

Analysis Type: Specified Removal Efficiency

BMP Types:

Catchment 1 - (CYC-1) Retention

Catchment 2 - (CYC-2) None

Catchment 3 - (CYC-3) Retention

Based on % removal values to the nearest percent

Total nitrogen target removal met? **Yes**

Total phosphorus target removal met? **Yes**

Summary Report

Nitrogen

Surface Water Discharge

Total N pre load	6.16 kg/yr	
Total N post load	7.56 kg/yr	
Target N load reduction	60 %	
Target N discharge load	3.03 kg/yr	
Percent N load reduction	90 %	
Provided N discharge load	.79 kg/yr	1.74 lb/yr
Provided N load removed	6.78 kg/yr	14.94 lb/yr

Phosphorus

Surface Water Discharge

Total P pre load	1.258 kg/yr	
Total P post load	1.545 kg/yr	
Target P load reduction	90 %	
Target P discharge load	.155 kg/yr	
Percent P load reduction	90 %	
Provided P discharge load	.161 kg/yr	.36 lb/yr
Provided P load removed	1.384 kg/yr	3.052 lb/yr

**CARLOUEL BEACH & YACHT CLUB
CITY OF CLEARWATER TREATMENT
PRESUMPTIVE METHOD ANALYSIS**

$$V_{WQ} = (A) * (P) * \left(\frac{1}{12}\right)$$

V_{WQ} = Water Quality Volume (ac-ft)
A = Area of the Basin (ac)
P = Precipitation (1.5 inch)
(1/12) = Conversion Factor

A (ac.)	2.90
P (in.)	0.50

REQUIRED:

V_{WQ}	0.12
----------	------

PROVIDED:

V_{WQ}	0.55
----------	------

Carlouel Beach and Yacht Club

Parking Study

Prepared By:

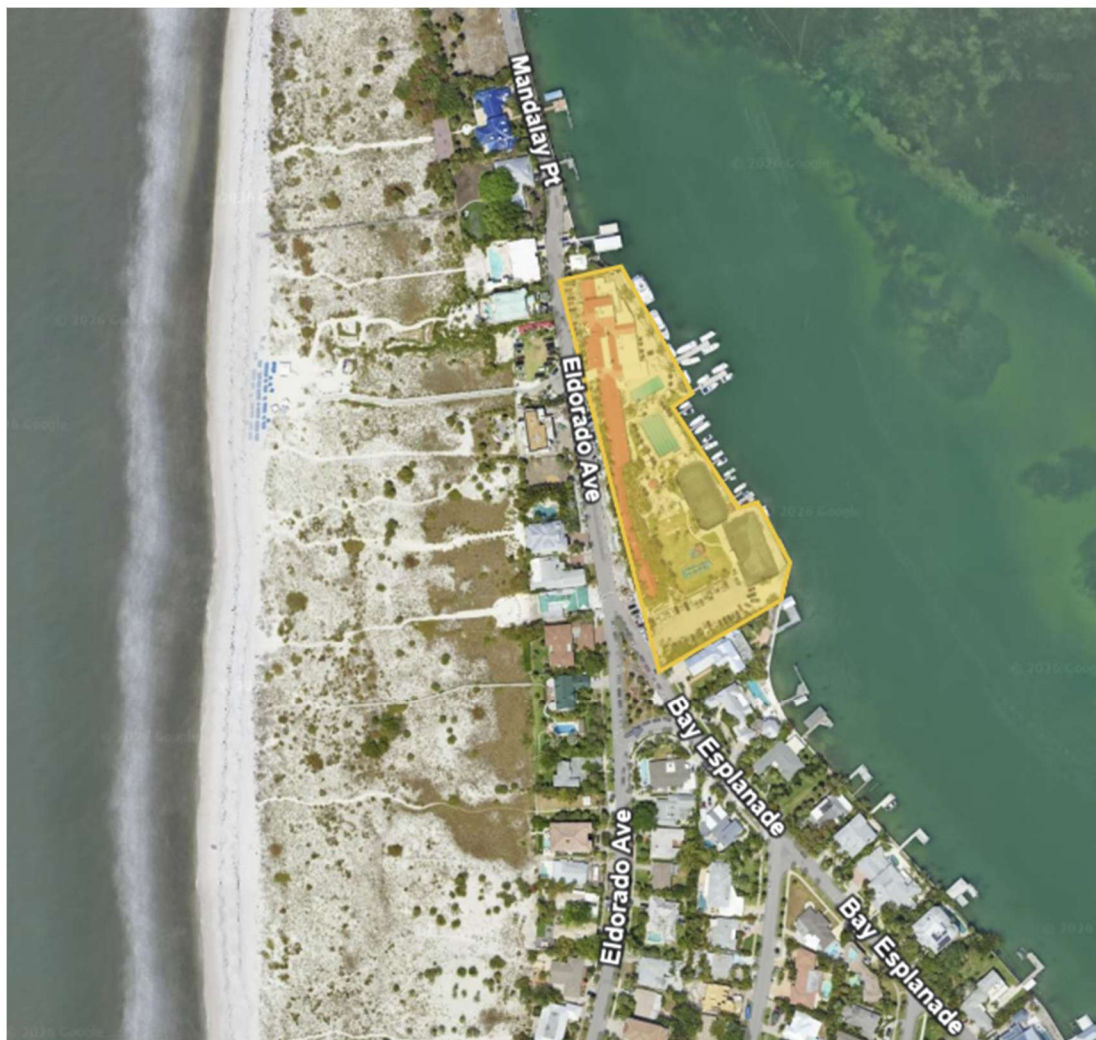


Elizabeth Rodríguez & Associates, Inc.

June 2026

1.0 INTRODUCTION

This is a parking study for the Carlouel Beach and Yacht Club project. The Carlouel Beach and Yacht Club project is a proposed expansion to an existing facility. The Carlouel Beach and Yacht Club is located at 1091 Eldorado Avenue. A **Site Plan** and **Methodology** (with staff comments) are included in **Appendix A**. A **Location Map** is included on the following page.



LOCATION MAP



2.0 PARKING ANALYSIS

2.1 Code Requirement -

- The developer is proposing a net new total of **59** parking spaces at build out. (**See Site Plan – Appendix A.**)
- As illustrated on the **Site Plan**, the Land Development Code (LDC) requires 5 spaces/'000 square feet. With the expansion, the total square footage will be 24,933 square feet, at a rate of 5 parking spaces/'000 square feet, **125** parking spaces are required.

2.2 ITE Parking Rates -

As explained in Section 2.1, above, if the LDC parking rates are utilized, then 125 parking spaces are required, but only 59 spaces are being provided on-site. However, **Appendix B** contains ITE (Sixth Edition) Parking Software output for a weekday and for Saturday (Sunday information as not available.). The 85th percentile rate for a weekday is 2.32 parking spaces/'000 square feet. The 85th percentile rate for a Saturday is 1.95 parking spaces/'000 square feet. Conservatively using the higher rate (2.32) yields a new parking minimum of $2.32 * 24,933 = 58$ spaces. Since the developer will have 59 spaces, the ITE minimum parking ratio is met.

2.3 Multi-modal Trips to the Site

A total of 14 boat slips are planned for the site. This is vehicle parking and these spaces could be construed as parking spaces. If these 14 vehicles spaces are added to the 59 proposed parking spaces, the resultant total is 73 spaces. Using the code-required number of spaces (125 spaces), if the developer is providing 73/125 spaces – this is 58% of the code-required spaces (or a 42% requested reduction), and this parking study is not even necessary, per the excerpted code section below that mandates a study for more than a 50% requested reduction.

Section 3-1401. - **Parking.**

3C.

Parking demand study.

1.

If flexibility of the **parking** standards is requested that is greater than 50 percent of the top end of the range (excluding those standards where the difference between the top and bottom of the range is one **parking** space), then a **parking** demand study will need to be provided. Prior to the preparation of such study, the methodology shall be approved by the Community Development Coordinator and City Engineer, and in accordance with accepted traffic engineering principles. The findings of the study will be used in determining whether or not flexibility to the **parking** standards are approved.

In terms of multi-modal project traffic, it is important to note also that there is bike/pedestrian traffic associated with the site.



2.4 Urban Design Considerations

Too much surface parking is detrimental to the walkability and aesthetics of the Clearwater Beach area. Too much parking will make the area less dense and less conducive to transit and pedestrian modes of transportation. Vast areas of parking create urban heat, negatively impacting the micro-climate. For these reasons, surface parking for motorized vehicles should be minimized.

2.5 On-street Parking

There are 30 on-street parking spaces adjacent to the site. As this is an existing business, these spaces have traditionally been utilized by patrons of this business.

3.0 CONCLUSIONS

This is a parking study for the Carlouel Beach and Yacht Club project. The Carlouel Beach and Yacht Club project is a proposed expansion to an existing facility. The Carlouel Beach and Yacht Club is located at 1091 Eldorado Avenue.

The developer is proposing a net new total of **59** parking spaces at build out. However, the Land Development Code (LDC) requires 5 spaces/'000 square feet. Thus, **125** parking spaces are required by the Code.

While the Code requirement is 125 spaces, ITE Parking Software (the industry standard) only yields a demand for 58 spaces; the developer is proposing (59 spaces), which exceeds this requirement.

If the 14 boat slips are interpreted to be vehicle parking, then there are 59 + 14, or 73 spaces, which results in only a 42% code-derived deficit, and this parking study is not even necessary. Note that in addition to boat traffic, bike/pedestrian are also additional modes of transportation serving the site.

Too much surface parking is detrimental to the walkability; aesthetics; and transit/pedestrian modes of transportation. Vast areas of parking create urban heat. For these reasons, surface parking for motorized vehicles should be minimized.

There are 30 on-street parking spaces immediately adjacent to the site.



APPENDIX A

Site Plan

Methodology/Comments

IS:PINELLASCARLOUELBACH AND YACHT CLUB/CIVIL/CONSTRUCTION/CYC SITE.dwg) PLOT DATE: 6/11/2026 11:38 AM SAVE DATE: 6/11/2026 LAST SAVED BY: DESTONE

LEGEND

= PROPOSED ASPHALT

= PROPOSED CONCRETE

= EXISTING CONCRETE

= PROPOSED POOL DECKING

= HARDSCAPE MATERIAL

= PROPOSED TENNIS COURT
(COURT SURFACE TO BE DETERMINED BY OTHERS)

= PROPOSED BEACH SAND

= PROPOSED PAVERS

SITE DATA

1. PROJECT AREA = 2.90 AC. (126,321 SQ. FT.)

2. PARCEL ID#: 32-28-15-54720-171-0050

3. ZONING: I (INSTITUTIONAL)

4. FUTURE LAND USE: I (INSTITUTIONAL)

5. PROJECT ADDRESS: 1091 ELDORADO AVE.

6. MAXIMUM BUILDING HEIGHT: 50'

7. BUILDING SETBACK:

FRONT (WEST) = 15' (REQUIRED), 0.0' (EXISTING), 12.8' (PROPOSED)
TO PARKING = 12.9' (PROPOSED), 11.4' TO SCREEN WALL (PROPOSED)

SIDES (NORTH) = 10' (REQUIRED), 7.8' (EXISTING), 27.7' (PROPOSED)
10.0' TO PARKING (PROPOSED)

SIDES (SOUTH) = 10' (REQUIRED), 105.2' (EXISTING), 339.4' (PROPOSED)
20.3' TO TENNIS COURT (PROPOSED), 10.2' TO PARKING (PROPOSED)

REAR (EAST) = 15' (REQUIRED), 15.4' (EXISTING), 8.0' (PROPOSED)
10.6' TO DECKING AROUND POOL (PROPOSED), 0' TO HARDSCAPE (PROPOSED)

8. FLOOD ZONE: FEMA - ZONE AE (EL 10 FEET)
PINELLAS COUNTY VULNERABILITY MAPS - ELEVATION = 13.4

9. PARKING DATA:

REQUIRED PARKING: 5 SPACES/1,000 GFA
24,933/1,000 x 5 = 125 SPACES

STANDARD PARKING SPACES (PROVIDED):
9' x 18' SPACES = 55 + (30 ROW PARKING)
HANDICAP PARKING SPACES (PROVIDED):
12' x 18' = 4

TOTAL PARKING PROVIDED: 59 SPACES + (30 ROW PARKING) = 89 TOTAL

HANDICAP PARKING SPACES (REQUIRED): 4 SPACES

10. LOCATED IN SECTION 32, TOWNSHIP 28 SOUTH, RANGE 15 EAST
CLEARWATER, PINELLAS COUNTY, FLORIDA

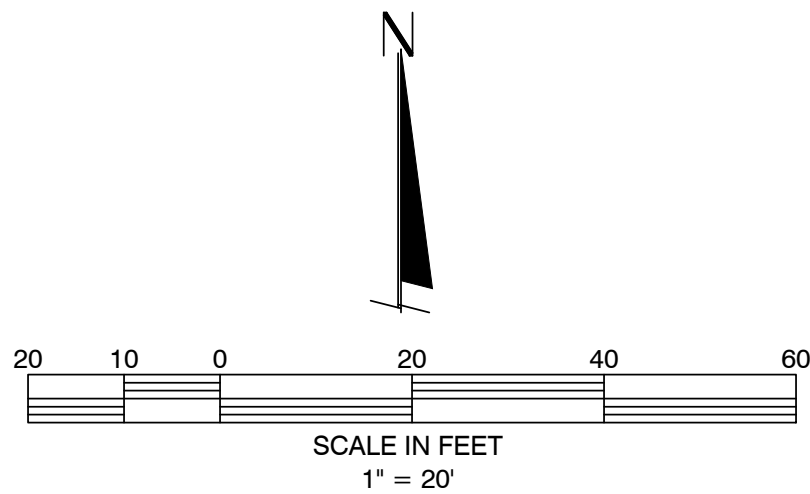
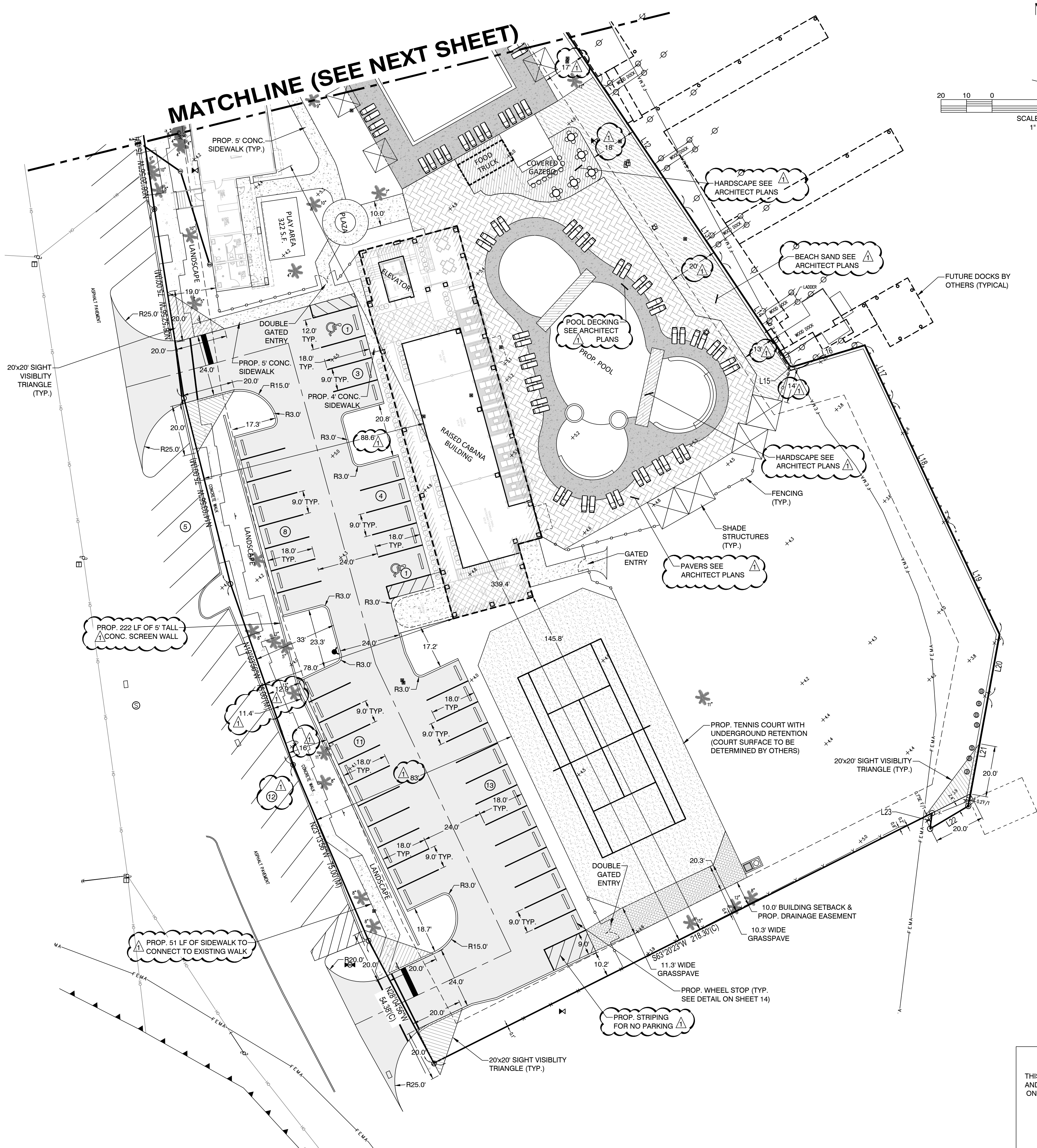
12. AREAS FOR TOTAL SITE (BASED ON FOOTPRINT, NOT INTERIOR SQ. FOOTAGE)

PARCEL SUMMARY & SITE DATA	EXISTING	PROPOSED
TOTAL BUILDING AREA	= 21,355 SQ. FT. (16.9%)	27,460 SQ. FT. (21.7%)
TOTAL ASPHALT, CONCRETE, SHELL	= 42,617 SQ. FT. (33.7%)	52,969 SQ. FT. (41.9%)
TOTAL IMPERVIOUS AREA	= 63,972 SQ. FT. (50.6%)	80,429 SQ. FT. (63.7%)
TOTAL GREEN AREA	= 62,349 SQ. FT. (49.4%)	45,892 SQ. FT. (36.3%)
TOTAL PROPERTY AREA	= 126,321 SQ. FT. (2.90 AC.)	

13. GROSS FLOOR AREA = 24,933 SQ. FT. (19.7%)
SEE ARCHITECT PLANS FOR DETAILED BREAKDOWN OF FLOOR AREAS

14. MAXIMUM LOT COVERAGE (ISR) = 0.85
FLOOR AREA RATIO (FAR) = 0.65

15. SOLID WASTE: ON-SITE DUMPSTER (ROLLED TO PUBLIC ROAD ON SERVICE DAYS)



THIS ITEM HAS BEEN DIGITALLY SIGNED
AND SEALED BY **BRIAN A. BARKER, P.E.**
ON THE DATE ADJACENT TO THE SEAL.

SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

BY: DES

DATE: 6-05-2026

REVISIONS

REVISED AS PER DRC COMMENTS

CLYMER FARNER BARLEY

CFB

CLYMER FARNER BARLEY, INC.
7413 ALFORD AVE. MIDDLETON, FL 34762
(882)748-3126

CARLOUELBACH & YACHT CLUB
1091 ELDORADO AVE.
CLEARWATER, FL 33767

SITE PLAN

SAVE DATE: 6/11/2026

DRAWN BY: DES

CHECKED BY: BAB

PROJECT #: EP2025.02244

FILE NAME: 004-CYC_SITE

SHEET NUMBER 07

IS:\PINELAGS\CARLOUEL BEACH AND YACHT CLUB\CIVIL\CONSTRUCTION\004-CYC SITE.dwg) PLOT DATE: 6/11/2026 11:38 AM SAVE DATE: 6/11/2026 LAST SAVED BY: DESTONE

LEGEND

= PROPOSED ASPHALT

= PROPOSED CONCRETE

= EXISTING CONCRETE

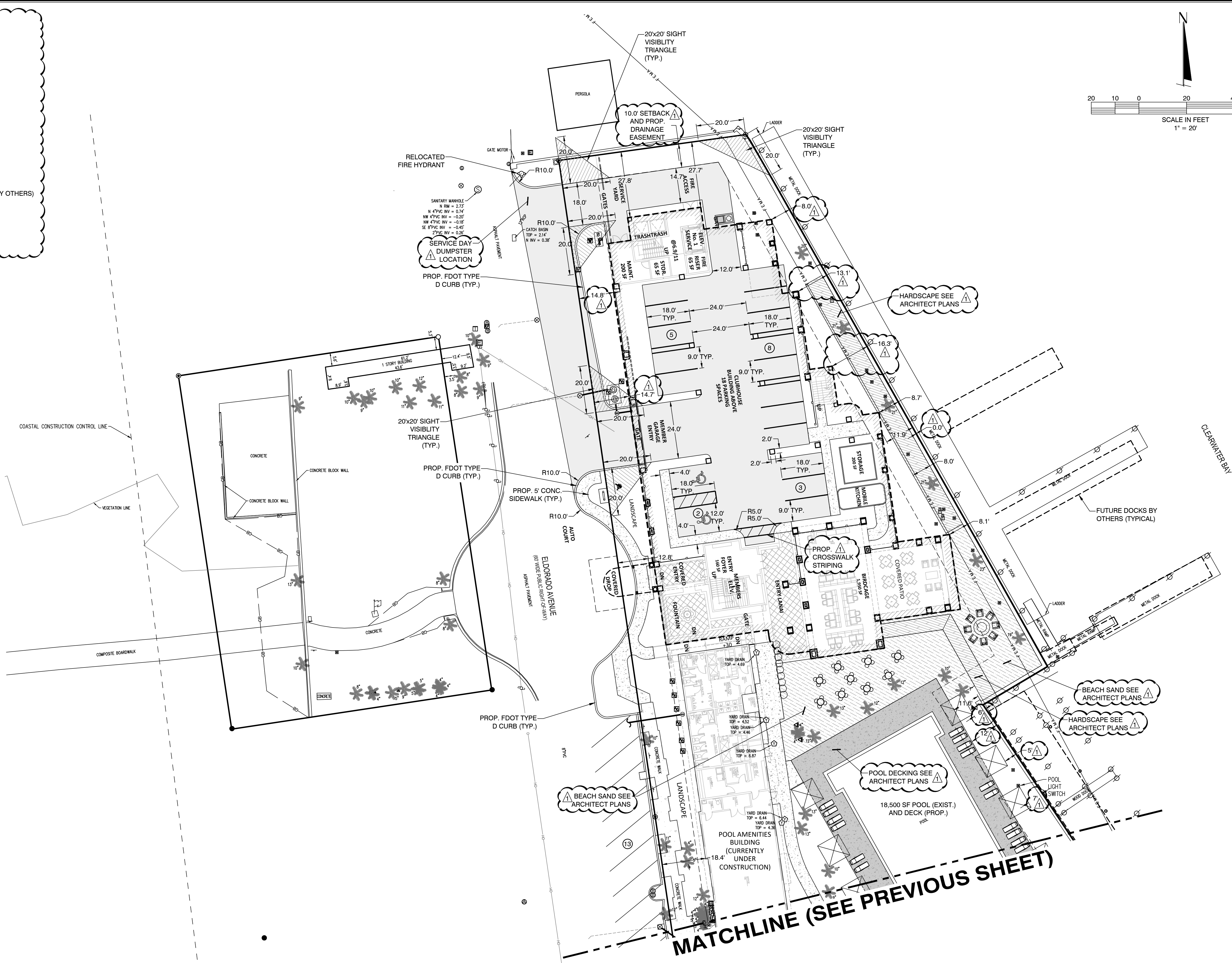
= PROPOSED POOL DECKING

= HARDSCAPE MATERIAL

= PROPOSED TENNIS COURT
(COURT SURFACE TO BE DETERMINED BY OTHERS)

= PROPOSED BEACH SAND

= PROPOSED PAVERS



THIS ITEM HAS BEEN DIGITALLY SIGNED
AND SEALED BY **BRIAN A. BARKER, P.E.**
ON THE DATE ADJACENT TO THE SEAL.

SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

BY
DES

REVISIONS

DATE
6/05/2026

REVISOR
REVISED AS PER DRC COMMENTS

CLYMER
FARNER
BARLEY

CFB

CLYMER FARNER BARLEY, INC.
7413 ALFORD AVE. MIDDLETON, FL 34762
(882)748-3126

CARLOUEL BEACH & YACHT CLUB
1091 ELDORADO AVE.
CLEARWATER, FL 33767

SITE PLAN

SAVE DATE
6/11/2026

DRAWN BY
DES

CHECKED BY
BAB

PROJECT #
EP2025.02244

FILE NAME
004-CYC_SITE

SHEET NUMBER

08

CARLOUEL BEACH & YACHT CLUB

Parking Study Methodology

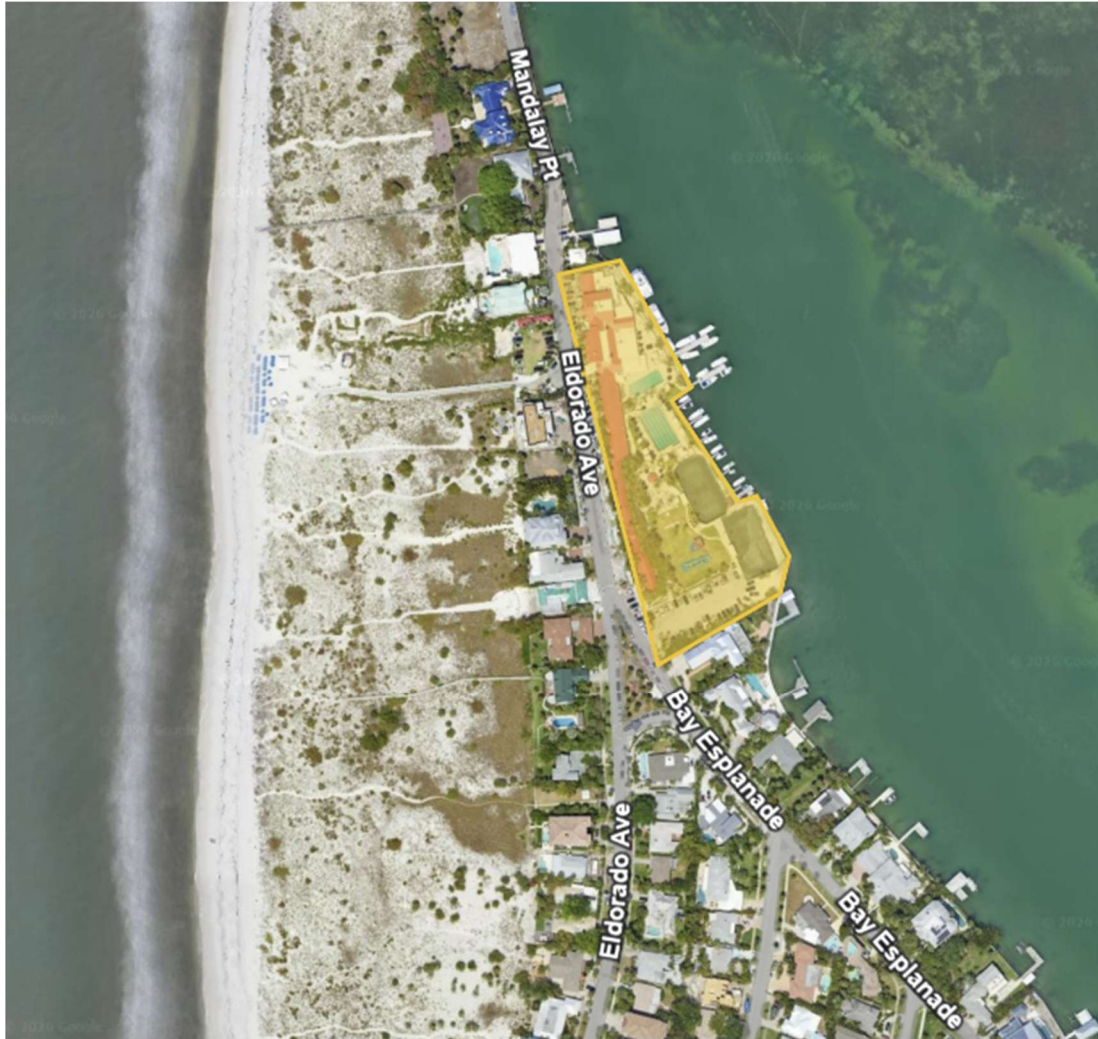
The Carlouel Beach & Yacht Club project is located on the east side of Eldorado Avenue north of where it merges with Bay Esplanade in the City of Clearwater, FL. The redevelopment will see an expansion from 21,355 square feet to 24,933 square feet. See Site Plan. This is a methodology for the required parking study.

The development team is requesting a reduction in code-required parking. Adequate parking will be provided, but the number of parking spaces will be less than the code requires because of the following factors that will be included in the Parking Study as justification for the request:

- ITE “Parking Generation” software output, and/or
- City of Clearwater Land Development Code Provisions that justify parking reductions, and/or
- Modal split (boat/bike/pedestrian) data and/or
- Parking information from similar sites.



The foregoing will be compiled into a report and transmitted to the City.



LOCAATION MAP



Methodology Comments

Please include the following in the impact study as well:

- The baseline parking calculation pursuant to the applicable City of Clearwater Land Development Code requirements. **INCLUDED**
- How ITE Parking Generation data is applied, including any proposed adjustments or calibration for local and site-specific conditions. **INCLUDED (NO ADJUSTMENTS)**
- The basis and supporting data for any proposed modal split assumptions, if applicable. **INCLUDED**
- Any parking assumptions, peak demand strategies that will be relied upon to support the requested reduction. **INCLUDED**
- The methodology and supporting information used to quantify and justify the proposed reduction from code-required parking. **INCLUDED**
- Ensure the analysis and supporting documentation adequately demonstrate that the proposed parking supply can accommodate anticipated peak demand under expected operating conditions. **AGREED**

Additionally, we request inclusion of a table in the deliverable that provides a breakdown of usage types for the existing and proposed redevelopment as different uses have different parking requirements. This allows a clear understanding of the current and future proposed conditions and may identify areas where parking may have been over estimated. **The development team and City previously agreed upon a very conservative 5 parking spaces/1000 SF parking ratio. If the team were to – for example – also apply a parking ratio for individual hotel rooms, that would result in double counting. This is because when the rates are developed for hotel rooms, the use of spaces such as the hotel lobby and pool area is included in the counts from which the rates are derived. If additional parking were to be calculated for these amenity spaces, that would result in double counting.**

APPENDIX B

ITE Parking Software Output



Recreational Community Center (495)

Peak Period Parking Demand vs: 1000 Sq. Ft. GFA

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban

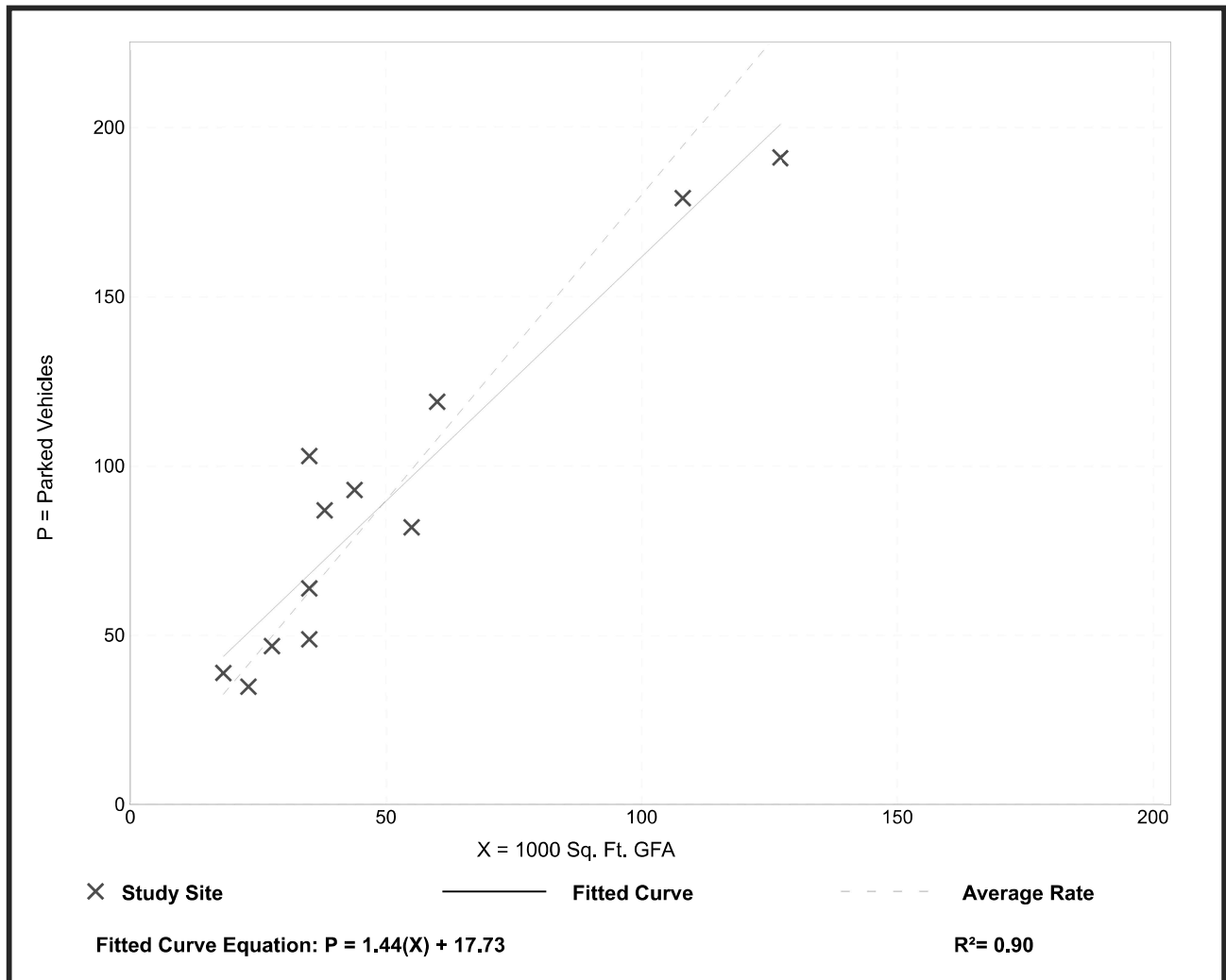
Number of Studies: 12

Avg. 1000 Sq. Ft. GFA: 51

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.80	1.40 - 2.94	1.56 / 2.32	***	0.40 (22%)

Data Plot and Equation



Recreational Community Center (495)

Peak Period Parking Demand vs: 1000 Sq. Ft. GFA

On a: Saturday

Setting/Location: General Urban/Suburban

Number of Studies: 3

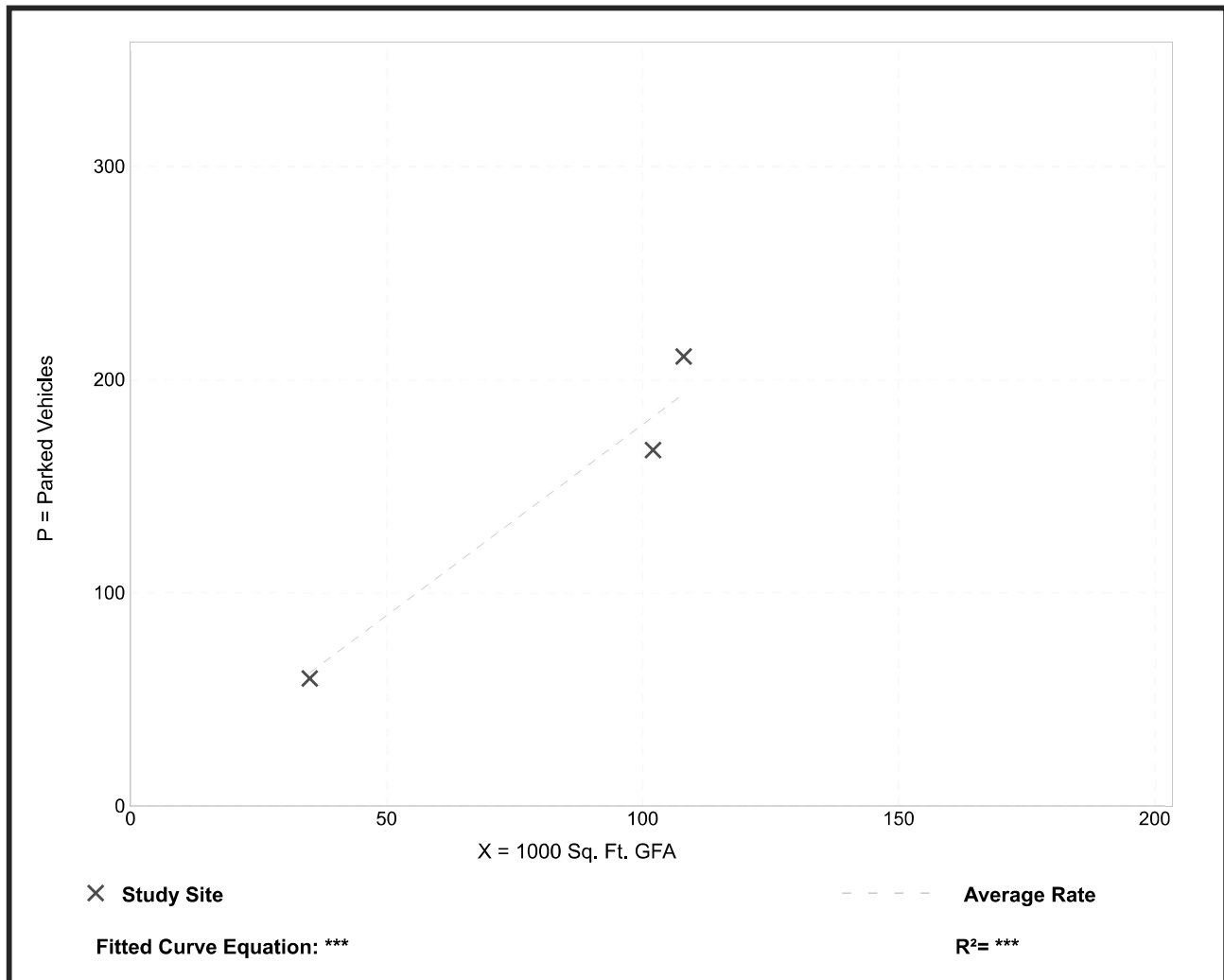
Avg. 1000 Sq. Ft. GFA: 82

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.79	1.64 - 1.95	1.66 / 1.95	***	0.18 (10%)

Data Plot and Equation

Caution – Small Sample Size





PLANNING AND DEVELOPMENT DEPARTMENT COMPREHENSIVE LANDSCAPING APPLICATION

IT IS INCUMBENT UPON THE APPLICANT TO SUBMIT COMPLETE AND CORRECT INFORMATION. ANY MISLEADING, DECEPTIVE, INCOMPLETE OR INCORRECT INFORMATION MAY INVALIDATE YOUR APPLICATION.

ALL APPLICATIONS ARE TO BE FILLED OUT COMPLETELY AND CORRECTLY, AND SUBMITTED IN PERSON (NO FAX OR DELIVERIES) TO THE PLANNING & DEVELOPMENT DEPARTMENT.

A TOTAL OF 11 COMPLETE SETS OF PLANS AND APPLICATION MATERIALS (1 ORIGINAL AND 10 COPIES) AS REQUIRED WITHIN ARE TO BE SUBMITTED FOR REVIEW BY THE DEVELOPMENT REVIEW COMMITTEE. SUBSEQUENT SUBMITTAL FOR THE COMMUNITY DEVELOPMENT BOARD, IF NECESSARY, WILL REQUIRE 15 COMPLETE SETS OF PLANS AND APPLICATION MATERIALS (1 ORIGINAL AND 14 COPIES). PLANS AND APPLICATIONS ARE REQUIRED TO BE COLLATED, STAPLED AND FOLDED INTO SETS.

THE APPLICANT, BY FILING THIS APPLICATION, AGREES TO COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE COMMUNITY DEVELOPMENT CODE.

PROPERTY OWNER (PER DEED): Carlouel Yacht Club Inc.

MAILING ADDRESS: 1091 Eldorado Avenue, Clearwater, FL 33767

PHONE NUMBER: c/o Brian J. Aungst, Jr., Esq. - (727) 444-1403

EMAIL: c/o Brian J. Aungst, Jr., Esq. - bja@macfar.com

AGENT OR REPRESENTATIVE: Brian J. Aungst, Jr., Esq.

MAILING ADDRESS: Macfarlane, Ferguson & McMullen, P.A.

PHONE NUMBER: (727) 444-1403

EMAIL: bja@macfar.com

ADDRESS OF SUBJECT PROPERTY: 1091 Eldorado Avenue, Clearwater, FL 33767

DESCRIPTION OF REQUEST:

Specifically identify the request (include all requested code flexibility; e.g., reduction in required number of parking spaces, height, setbacks, lot size, lot width, specific use, etc.):

Applicant requests approval to permit modification of the required landscape buffer along the eastern waterfront boundary of the property. The proposed landscape plan preserves important views to and from the waterfront, marina, and yacht club which are integral to the character and function of the site. The eastern buffer retains 6 existing palms while adding an additional 12 palms and the overall landscape improvements substantially enhance existing conditions through the addition of a new 10' northern buffer and significant expansion of the southern buffer (also to 10'). These improvements increase perimeter landscaping and screening throughout the site while maintaining the open coastal character of the waterfront. (SEE CONTINUED ON ATTACHED)

STATE OF FLORIDA, COUNTY OF PINELLAS

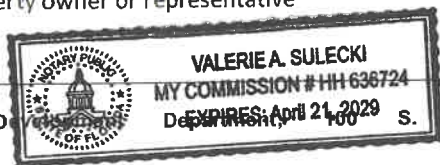
I, the undersigned, acknowledge that all representations made in this application are true and accurate to the best of my knowledge and authorize City representatives to visit and photograph the property described in this application.

Sworn to and subscribed before me this 24th day of June, 2026, to me and/or by Brian J. Aungst, Jr. who is personally known has produced N/A as identification.

Signature of property owner or representative

Notary public,

My commission expires: 4/21/2029





PLANNING AND DEVELOPMENT DEPARTMENT COMPREHENSIVE LANDSCAPING APPLICATION FLEXIBILITY CRITERIA

PROVIDE COMPLETE RESPONSES TO EACH OF THE FIVE (5) FLEXIBILITY CRITERIA EXPLAINING HOW, IN DETAIL, THE CRITERION IS BEING COMPLIED WITH PER THIS COMPREHENSIVE LANDSCAPING PROPOSAL.

1. Architectural Theme:

- a. The landscaping in a Comprehensive Landscaping program shall be designed as a part of the architectural theme of the principal buildings proposed or developed on the parcel proposed for the development.

The proposed landscape plan has been developed to complement the architectural and functional character of the yacht club and its waterfront setting. The preservation of open views between the clubhouse and adjacent waterfront areas is an important component of the site's design character. The proposed modifications maintain the visual identity of the property while enhancing landscape improvements elsewhere on the site perimeter.

OR

- b. The design, character, location and/or materials of the landscape treatment proposed in the Comprehensive Landscaping program shall be demonstrably more attractive than landscaping otherwise permitted on the parcel proposed for development under the minimum landscape standards.

2. *Lighting.* Any lighting proposed as a part of a Comprehensive Landscaping program is automatically controlled so that the lighting is turned off when the business is closed.

No landscape lighting is proposed as part of this Comprehensive Landscaping Program Application. The requested modification to the eastern buffer will not result in increased lighting impacts to adjacent properties or the surrounding area.

3. *Community Character.* The landscape treatment proposed in the Comprehensive Landscape Program will enhance the community character of the City of Clearwater.

The proposed landscape plan supports the coastal and marine character of Clearwater Beach by maintaining visual connections between the yacht club, waterfront, and surrounding community. Open waterfront views contribute to the identity of the area and are consistent with the character of recreational and marine-oriented properties.

At the same time, the expanded northern and southern landscape buffers improve the overall landscape character of the site and its relationship to adjacent properties.

4. *Property Values.* The landscape treatment proposed in the Comprehensive Landscaping program will have a beneficial impact on the value of the property in the immediate vicinity of the parcel proposed for development.

Preservation of waterfront views and visual access to the marina provides an aesthetic benefit that contributes to the desirability and character of the property and surrounding area. Additionally, the proposed landscape improvements enhance existing perimeter landscaping conditions through expanded buffer widths and increased plant material along the northern and southern property boundaries.

5. *Special Area or Scenic Corridor Plan.* The landscape treatment proposed in the Comprehensive Landscape Program is consistent with any special area or scenic corridor plan which the City of Clearwater has prepared and adopted for the area in which the parcel proposed for development is located.

The proposed landscape plan does not conflict with any adopted special area or scenic corridor plans applicable to the subject property.

DESCRIPTION OF REQUEST (continued)

Additionally, all canopy trees have been sized up beyond the minimum shade tree caliper requirements (palms have remained at Code minimum clear trunk specification). All understory trees have been sized up to the minimum shade tree caliper requirement. Majority of the shrubs have been sized up to the minimum “compensating shrub” requirements, defined as 30” minimum height at planting and maximum of 30” on center spacing.

This Instrument prepared by and return to:
S. Katherine Frazier, Esq.
Hill, Ward & Henderson, P.A.
Post Office Box 2231
Tampa; Florida 33601

INST # 96-139921
MAY 22, 1996 1:31PM

PINELLAS COUNTY FLA.
OFF.REC.BK 9350 PG 1498

State of Florida



Department of State

11 RECORDING

ACCT 856

REC

FEES 4.00

MTF 50

PTG

P/C

DOC

INT

TOTAL

4.50 pd

I certify the attached is a true and correct copy of the Articles of Merger, filed on April 30, 1996, for CARLOUEL YACHT CLUB INC, the surviving Florida corporation, as shown by the records of this office.

The document number of this corporation is 700739.

01 RECORDING

REC 28.50

DR219

DS

INT

P/C

CERT

FEES

MTF

REV

TOTAL 28.50

pd



CR2EO22 (2-95)

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capitol, this the
Thirtieth day of April, 1996

Sandra B. Northam

Sandra B. Northam
Secretary of State

This instrument prepared by and return to:
S.. Katherine Frazier, Esq.
Hill, Ward & Henderson, P.A.
Post Office Box 2231
Tampa, Florida 33601

PINELLAS COUNTY FLA.
OFF.REC.BK 9350 PG 1499

PLAN AND ARTICLES OF MERGER

THIS PLAN AND ARTICLES OF MERGER is entered into on April 29, 1996, to be effective as of the 30th day of April, 1996, by and between CARLOUEL YACHT CLUB, INC., a Florida not-for-profit corporation ("Surviving Corporation"), and CARLOUEL YACHT CORPORATION, a Florida corporation ("Merged Corporation").

WITNESSETH:

WHEREAS, the Board of Directors of each of the parties hereto deem it advisable and in the best interest of the parties hereto and their respective shareholders that the Merged Corporation should be merged into Surviving Corporation, and that Surviving Corporation merge Merged Corporation into itself, pursuant to the terms and conditions hereinafter set forth and in the manner prescribed by the laws of the State of Florida;

WHEREAS, Surviving Corporation, by its Constitution which was filed in the office of the Secretary of State of the State of Florida on April 6, 1960, as subsequently amended, had three hundred fifty-seven (357) active members effective as of February 8, 1996;

WHEREAS, Merged Corporation, by its Articles of Incorporation which were filed in the office of the Secretary of State of State of Florida on March 12, 1984, as subsequently amended, has an authorized capital stock of 500 shares of common stock, of no par value, and 500 shares of preferred stock, \$100.00 par value, of which 409 shares of common stock and no shares of preferred stock were issued and outstanding effective as of February 8, 1996.

NOW, THEREFORE, the parties hereto agree to this Plan and Articles of Merger, whereby Merged Corporation is merged into Surviving Corporation, and Surviving Corporation merges Merged Corporation into itself in the manner prescribed by the laws of the State of Florida, and the terms and conditions of the aforesaid merger and the mode of carrying the same into effect are as follows:

ARTICLE I

Merged Corporation shall be and is hereby merged into Surviving Corporation, and Surviving Corporation shall and does hereby merge Merged Corporation into itself. Surviving Corporation shall continue to be governed by the laws of the State of Florida.

FILED
96 APR 30 PM 2:28
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE II

The Constitution of Surviving Corporation as it shall exist on the effective date of this Plan and Articles of Merger shall be the Articles of Surviving Corporation after the effective date of this Plan and Articles of Merger.

ARTICLE III

The manner of converting the outstanding shares of common stock of Merged Corporation shall be as follows:

(a) Each share of the issued and outstanding common stock of Merged Corporation which is owned by a shareholder who is a member of the Club (as defined in the Constitution of the Club) shall, as a result of the merger, and without any further action on the part of the parties hereto or their respective shareholders or members, be converted into the right to receive \$500.00 from the Club at the time that such shareholder/member terminates his or her membership with the Club.

(b) Each share of the issued and outstanding common stock of Merged Corporation which is owned by a shareholder who is not a member of the Club shall, as a result of the merger, and without any further action on the part of the parties hereto or their respective shareholders or members, be converted into the right to receive \$500.00 from the Club as of the effective date of the merger.

The shareholders of Merged Corporation shall surrender their certificates representing the outstanding capital stock of Merged Corporation to Surviving Corporation.

ARTICLE IV

The terms and conditions of this merger and the mode of carrying it into effect are as follows:

(a) Until altered, amended or repealed as therein provided, the Bylaws of Surviving Corporation as they shall exist on the effective date of this Plan and Articles of Merger shall be the Bylaws of Surviving Corporation after the effective date of this Plan and Articles of Merger.

(b) The first annual meeting of the members of Surviving Corporation to be held after the date this merger becomes effective shall be the annual meeting provided or to be provided by the Bylaws thereof.

(c) The first regular meeting of the Board of Governors of Surviving Corporation to be held after the date this merger becomes effective may be called or may convene in the manner provided in the Bylaws of Surviving Corporation and may be held at the time and place specified in the notice of meeting.

(d) Surviving Corporation shall pay all expenses of carrying this Plan and Articles of Merger into effect and of accomplishing the merger.

(e) Neither Surviving Corporation nor Merged Corporation shall incur, prior to the effective date of the merger, any obligations not within the express contemplation of this Plan and Articles of Merger, whether by contract or otherwise, except pursuant to existing agreements and arrangements and except in the ordinary course of business, nor shall they dispose of any material portion of their respective businesses or properties.

(f) Upon the effective date of this merger, the separate existence of Merged Corporation shall cease, and Merged Corporation shall be merged into Surviving Corporation, in accordance with the provisions of this Plan and Articles of Merger, and Surviving Corporation shall possess all the rights, privileges, immunities, powers and franchises of a public and private nature, and shall be subject to all the restrictions, disabilities and duties of Surviving Corporation and Merged Corporation, and shall have all of the rights, privileges, powers and franchises of Surviving Corporation and Merged Corporation; and all property, real, personal and mixed, and all debts due to Surviving Corporation and Merged Corporation shall be vested in Surviving Corporation, and all property, rights and privileges, powers and franchises of Surviving Corporation and Merged Corporation and all and every other interest of them shall be thereafter as effectually the property of Surviving Corporation as they were of Surviving Corporation and Merged Corporation; and the title to any real estate, whether by deed or otherwise, vested in Surviving Corporation and Merged Corporation shall not revert or be in any way impaired by reason of this merger, provided that all rights of creditors and all liens upon the property of Surviving Corporation and Merged Corporation shall be preserved unimpaired; and all debts, liabilities and duties of Merged Corporation shall thenceforth

attach to Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Surviving Corporation shall cause a copy of this Plan and Articles of Merger to be filed in the office of the official who is the recording officer of each County in the State of Florida in which real property, if any, of Merged Corporation is situated.

(g) If, at any time, Surviving Corporation shall deem it advisable that any further assignments or assurances in law or any things necessary or desirable to vest in Surviving Corporation, according to the terms hereof, the title to any property or rights of Merged Corporation, the proper officers and directors of Merged Corporation shall execute and make all such proper assignments and assurances and do all things necessary and proper to vest title in such property or rights in Surviving Corporation, and otherwise to carry out the purposes of this Plan and Articles of Merger.

ARTICLE V

Surviving Corporation shall have the right to amend, alter, change or repeal any provisions contained in this Plan and Articles of Merger, or in the Constitution in the manner now and hereafter prescribed by the laws of the State of Florida, and all rights conferred upon members herein are granted subject to this reservation.

ARTICLE VI

(a) The transactions contemplated by this Plan and Articles of Merger were approved by the Board of Governors of Surviving Corporation at a meeting of the members of the Board of Governors effective as of February 8, 1996, and the requisite number of the members of Surviving Corporation sufficient to approve the merger at the joint annual meeting held on February 29, 1996.

(b) The transactions contemplated by this Plan and Articles of Merger were approved by the members of the Board of Directors of Merged Corporation at a meeting of the members of the Board of Directors effective as of February 8, 1996, and the requisite number of shareholders of Merged Corporation sufficient to approve the merger at the joint annual meeting held on February 29, 1996.

ARTICLE VII

In order to facilitate the filing and recording of this Plan and Articles of Merger, the same may be simultaneously executed in several counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

ARTICLE VIII

The date of the merger contemplated by this Plan and Articles of Merger shall be as of April 30, 1996.

IN WITNESS WHEREOF, the parties hereto have caused this Plan and Articles of Merger to be executed by the Commodore and Secretary of Surviving Corporation and the President and Secretary of Merged Corporation, pursuant to authority given by the Board of Governors and members of Surviving Corporation and the Board of Directors and shareholders of Merged Corporation as described in Article VI hereof.

Attest:

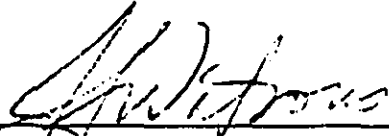
By:


Kenneth A. Dayton, Secretary

(Corporate Seal)

CARLOUEL YACHT CLUB, INC., a Florida
"not-for-profit" corporation

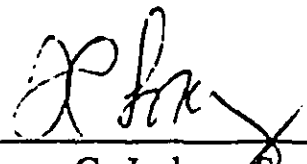
By:


James S. Watrous, Commodore

"Surviving Corporation"

Attest:

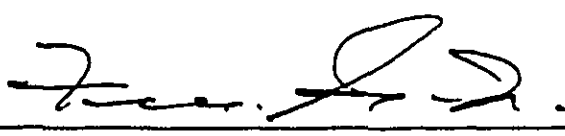
By:


Thomas C. Lokey, Secretary

(Corporate Seal)

CARLOUEL YACHT CORPORATION, a Florida
corporation

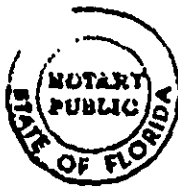
By:


Frank M. George, President

"Merged Corporation"

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 29 day of April, 1996,
by James S. Watrous, as Commodore, of CARLOUEL YACHT CLUB, INC., a Florida not-for-
profit corporation, on behalf of the corporation. He is personally known to me or has produced
personally known as identification.



CHERYL F. NIERENGARTEN
My Comm Exp. 10-28-97
Bonded By Service Ins
No. CC326717

☒ Personally Known ☐ Other E.D.

Cheryl F. Nierengarten
Notary Public

(Print, Type or Stamp Name)
My Commission Expires:

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 29 day of April, 1996,
by Frank M. George, as President, CARLOUEL YACHT CORPORATION, a Florida
corporation, on behalf of the corporation. He is personally known to me or has produced
personally known as identification.



CHERYL F. NIERENGARTEN
My Comm Exp. 10-28-97
Bonded By Service Ins
No. CC326717

☒ Personally Known ☐ Other E.D.

Cheryl F. Nierengarten
Notary Public

(Print, Type or Stamp Name)
My Commission Expires:

f:\wp51\work\ajl\carlouel\merger.doc

9C270976 JMF	05-22-1996	11:38:31
11 3010 - 00000856		
CTF-CARLOUEL YACHT		
RECORD FEES	9	\$4.00
MOD TRUST FUND	10	\$1.50
	TOTAL:	\$4.50
	CHARGE AMOUNT:	\$4.50

9C270977 JMF	05-22-1996	11:38:51
01 CTF-CARLOUEL YACHT		
RECORDING	1	\$28.50
	TOTAL:	\$28.50
	CHECK AMT. TENDERED:	\$28.50
	CHANGE:	\$0.00

Carlouel Neighbor Agreement
Carlouel Beach and Yacht Club Construction and Operations

This Carlouel Neighbor Agreement (“CNA” or “Agreement”) is entered into effective as of the ___ day of July 2026 (“Effective Date”) between Carlouel Yacht Club Inc., a Florida Not For Profit Corporation, 1091 Eldorado Avenue, Clearwater Beach, Florida 33767 (the “Club”) and various neighbors who own property adjacent to and in the vicinity of the Club who are listed and whose properties are identified by Parcel ID on Exhibit A attached hereto (collectively, the “Neighbors”) regarding the Club’s post-hurricane reconstruction and future use of the Club’s property (collectively, the Club and the Neighbors may be referred to individually or collectively as “Party” or “Parties”).

RECITALS

- A. The Club is located at 1091 Eldorado Ave., Clearwater, Florida and generally described on Exhibit B attached hereto and made part hereof (“Property”).
- B. The Club was established in 1934 on the Property and has continuously operated as a private membership club for members to use the cabanas, clubhouse, beach and the boat slips located thereon.
- C. The Club was significantly damaged in Hurricane Helene and Hurricane Milton in 2024 and the Club plans to redevelop.
- D. The Parties agree that the plans attached hereto and made part hereof as Exhibit “C” (“Site Plan”) represent the planned redevelopment of the Club upon which this Agreement is based.
- E. The Neighbors have identified certain conditions of development in consideration for their support as it relates to the reconstruction of the Club pursuant to the Site Plan.
- F. The Site Plan in all material respects will be subject to approval by the city of Clearwater.
- G. With the operational conditions agreed to herein, the Neighbors support the Site Plan and the continued, historic operations of the Club.

Now therefore, for good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged, the parties agree as follows.

- 1. Recitals. The recitals included above are hereby incorporated by reference and made part hereof.
- 2. Site Plan. The Site Plan attached hereto in Exhibit C represents the scope of development proposed on the east side of the Property and includes the construction of: Clubhouse, cabana building, multipurpose area, pool, tennis court, open lawn areas, and on-site and off-site parking. The Site Plan may be amended from time to time with City approval. Any material changes to the Site Plan that would materially affect the terms of the Use Restrictions and/or Development and Construction Restrictions agreed to herein require an amendment to this Agreement. For the purposes of clarity, a change to the Site Plan that would increase or intensify the use or noise restrictions, or reduce any setback or landscape buffer restriction in Sections 3 and 4 of this Agreement shall be considered a material change.
- 3. Use Restrictions. The Parties agree to the following operational restrictions as it relates to the Club use and special events which may be located on the Property.
 - a. West Lawn and South Lawn Use and Noise Restrictions
 - i. The open space of the Outdoor Lawns (collectively the South Lawn and West Lawn as provided for herein) located on the southeast portion of the Property (the “South Lawn”) and the western portion of the Property (“West Lawn”) shall be available for normal, daily Club activities and member use.
 - ii. In the event of a special event on the Outdoor Lawns, the use shall be limited as follows:
 - 1. Special events sponsored by the Club (for members and member guests) or member-sponsored events (member sponsored events for members and their guests) shall only occur between sunrise and sunset (allowing for set

up and break down outside of this time frame), except as otherwise provided for herein.

2. Club events (as compared to member-sponsored events) may be held on the Outdoor Lawns after sunset up to twelve (12) times per year, but shall not continue past 12:00 AM except for New Year's Eve, which shall continue no later than 1:00 AM.
 3. Any event held on the Outdoor Lawn shall limit amplified noise to a level of 60 dba measured at the nearest neighboring property line every day except Sunday which shall be limited to 55 dBA.
 4. Upon request, the Club shall provide a list of booked events to any of the Neighbors who requests same.
 5. Temporary structures for Club-sponsored events or Member-sponsored events are permitted, provided such tents comply with City code and are removed within seven (7) calendar days of installation.
- iii. The Lawns shall not be used for any long-term storage of equipment, vehicles, trailers, and materials. In the case of Club or Member-sponsored events, temporary storage and staging on the Outdoor Lawns shall be limited to a period of seventy-two (72) hours before and after the date of intended use.
- b. **Tennis and Sports Courts**
 - i. Tennis Courts (or other sport court) ("Court(s)") shall be constructed as provided for on the Site Plan.
 - ii. Noise generated from the Court(s) shall be limited to 55 dBA as measured at the nearest neighboring property line. The use of a pickle ball, padel ball or basketball, as commonly manufactured and defined at the time of the execution of this CNA, is specifically prohibited.
 - iii. Court(s) use (of any type) shall be limited to the hours of 7:00 AM through 10:00 PM daily.
 - iv. Court(s) lighting shall be designed and installed to minimize light trespass beyond the court boundaries, using full-cutoff or shielded fixtures or other similar technology at the close of courts at 10:00 PM daily.
 - c. **Overnight Accommodations Use**
 - i. The Club may allocate up to six (6) rooms or cabanas on the Property identified for overnight use ("Overnight Accommodations") as provided for on the Site Plan.
 - ii. Overnight Accommodations shall be available only to Club members and their guests through a Club-operated reservation system. Any listing of the Overnight Accommodations on a public, short-term rental platform (i.e. AirBNB, VRBO, Booking.com, etc.) shall be prohibited.
 - d. **Rooftop Activities**
 - i. Any event held on the rooftop area as shown on the Site Plan shall limit amplified noise to a level of 60 dba measured at the nearest neighboring property line every day except Sunday which shall be limited to 55 dBA.
 - ii. There shall be no amplified noise for a time of one hour after sunset through sunrise.
4. **Construction and Development Restrictions**
 - a. The Club shall, to the extent permitted by the City approvals, install a gate on the access drive aisle along the south side of the Club Property as indicated on the Site Plan.
 - b. The Club shall construct and permanently maintain a landscaped buffer of not less than eight feet (8') in depth along the southern and northern property lines of both the west parcel and east parcel of the Property as shown on the Site Plan, or as may be planned on the west parcel. Landscaping in this area shall include plantings that shall grow to at least eight feet in height, subject to City of Clearwater landscaping, sight visibility, and setback requirements.
 - c. **Site and Building Lighting.** All exterior lighting on the Club Property (e.g., building, pathway, landscape, and event lighting) shall be designed to minimize light trespass onto neighboring residential properties.

- d. **Mechanical Equipment.** HVAC units, generators, pool equipment, and other mechanical systems located on the south side of the Club property shall be screened from view and acoustically buffered as required by the City of Clearwater Community Development Code; provided however that irrigation, landscaping lighting and associated equipment and electrification equipment shall not be required to be screen or buffered.
 - e. No building or structural portion of any building in any portion of the area that is forty-eight and one half feet (48.5') from the northern property line of the eastern parcel will exceed two stories or thirty-seven (37') above mean sea level.
 - f. As per the application to the City for approval of the site plan, the accessory use for overnight use will not exceed six (6) units and approximately 2,785 square feet (subject to minor deviation in accordance with a final building permit).
- 5. **Parking and Traffic.** Event parking shall comply with City of Clearwater regulations and any conditions included in the development order issued by the City for the redevelopment of the Property.
- 6. **Neighbor Opposition to Site Plan Governmental Approval.** The Parties to this Agreement agree to not publicly oppose the Club's application submitted with the City of Clearwater or to express opposition to any members of the Club prior to the final, non-appealable approval of the Site Plan by the City of Clearwater.
- 7. **Binding Agreement.** This Agreement binds (i) the existing Club and its successors, assigns, and future owners of the Club property and (ii) each of the Neighbors and their respective successors, assigns and future owners of the residential properties owned by such Neighbors. This Agreement may be assigned by the Parties so long as the assignee is the fee simple owner of a neighbor property or parcel listed on Exhibit A attached hereto. For clarification, this Agreement inures to the benefit of only those included herein and the subsequent owners of the respective properties benefitting hereof.
- 8. **Default.**
 - a. **Default.** There shall be no default of this Agreement without appropriate notice and an opportunity to cure as provided for herein.
 - b. **Notice and Cure.** In the event of a claimed default, the complaining party shall provide written notice to the defaulting party specifying the violation. The defaulting party shall have thirty (30) days to cure (or, if the breach cannot reasonably be cured in 30 days, to commence cure and diligently pursue completion).
 - c. **Uncured Default.** In the event the violation is not cured, the Neighbors shall appoint a single point of contact to coordinate appropriate resolution with the Club. If diligent good-faith negotiations between the Parties relating to the performance or breach of this CNA do not result in resolution, the dispute shall be resolved by filing an action in equity or law in the court of competent jurisdiction. Venue for any dispute arising out of this CNA shall be limited to the Circuit Court of Pinellas County. In the event of any formal action or dispute, each Neighbor, together with their respective successors and assigns, agrees to be legally bound by any decision or agreement with respect to any dispute arising out of, or related to, this CNA and to any final, non-appealable judgment which may otherwise be enacted by a court of competent jurisdiction.
- 9. **Miscellaneous Provisions**
 - a. **Term.** This agreement shall be effective for fifteen years from the Effective Date hereof unless modified or terminated by the written consent of all parties
 - b. **Notice.** All notices and other communications required or permitted under this Agreement ("Notice") must be in writing and will be deemed given: (a) when delivered directly in person; (b) three (3) business days after being sent via certified US Mail; or (c) when transmitted by email, provided that no delivery-failure or similar notice is received by the sender and a copy is also sent by one of the methods described in clauses (a) or (b). Certified

mail and email must be sent to the Property Address and, if listed, Notice Address indicated on Exhibit A.

- c. Amendment. Any amendment or waiver will require Notice. No amendment or waiver shall be effective unless in writing and signed by all required parties as per this provision. In the event a Neighbor is nonresponsive after Notice and diligent effort of the other Parties, the remaining parties can move forward with the amendment upon the written consent and signing of the amendment by sixty percent (60%) of the remaining Neighbors and the amendment will be binding and made a part of this Agreement.
- d. Law. This CNA shall be governed by and interpreted in accordance with Florida law, and the Circuit Court of Pinellas County, Florida, shall have exclusive jurisdiction over the enforcement of this CNA and any dispute arising out of or related to this CNA.
- e. Severability. If any provision is held unenforceable, the remaining provisions shall remain in full force and effect.
- f. Counterparts. This CNA may be executed in counterparts, all of which shall constitute an original.
- g. Authority. The Parties warrant and represent that they are duly authorized to sign this Agreement on behalf of themselves or their respective entity or organization.
- h. SIGNATORY PARTIES ONLY. Notwithstanding anything in this Agreement to the contrary, the term "Party" or "Parties" means only those persons or entities that execute this Agreement. No person or entity identified, named, or described in this Agreement shall be deemed a Party, or shall have any rights, obligations, or liabilities under this Agreement, unless and until such person or entity executes this Agreement. This Agreement shall be effective and binding among the Parties that have executed it, regardless of whether any other contemplated party executes it.
- i. Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

SIGNATURE PAGE TO CARLOUEL NEIGHBOR AGREEMENT BETWEEN CARLOUEL BEACH AND YACHT CLUB AND SELECT NEIGHBORS TO THE CLUB

For the Club:

CARLOUEL YACHT CLUB INC.

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 2026, by _____, as _____ of CARLOUEL YACHT CLUB INC., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

SIGNATURE PAGE TO CARLOUEL NEIGHBOR AGREEMENT BETWEEN CARLOUEL BEACH AND YACHT CLUB AND SELECT NEIGHBORS TO THE CLUB

For the Neighbors: This Agreement is binding only upon, and enforceable only by and against, the persons and entities that have executed it.

Signature: _____
Neighbor Name: _____
Neighbor Entity(ies) _____
Title: _____
Neighbor Address or Addresses: _____

Date: _____

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of July, 2026, by _____, who is ☐ personally known to me or ☐ has produced _____ as identification.

Signature of Notary Public: _____

Printed, Typed, or Stamped Name of Notary Public: _____

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

[NOTARY SEAL]

Exhibit “A”

List of Neighbors

1. Lee and Debbie Arnold
 - a. Email: lee.arnold@colliers.com
 - b. Notice Address:
 - c. Neighbor Property Address: 1049 Bay Esplanade, Clearwater, FL 33767
 - d. Neighbor Parcel ID: 32-28-15-13464-271-0020
2. William and Bonnie Poole
 - a. Email: eloop3@aol.com
 - b. Notice Address:
 - c. Neighbor Property Address: 1055 Bay Esplanade, Clearwater, FL 33767
 - d. Neighbor Parcel ID: 32-28-15-13464-271-0040
3. Scott and Robin Miller
 - a. Email: scott@lovettmiller.com
 - b. Notice Address:
 - c. Neighbor Property Address: 1070 and 1068 Eldorado Ave, Clearwater, FL 33767
 - d. Neighbor Parcel ID: 05-29-15-54666-070-0050, and 05-29-15-54666-070-0060
4. Thomas and Alison Novack
 - a. Email: tdnov11@yahoo.com
 - b. Notice Address:
 - c. Neighbor Property Address: 1076 Eldorado Ave, Clearwater, FL 33767
 - d. Neighbor Parcel ID: 05-29-15-54666-070-0070
5. Joseph and Sandra Capper
 - a. Email: jhcapper@gmail.com
 - b. Notice Address:
 - c. Neighbor Property Address: 1086 Eldorado Ave, Clearwater, FL 33767
 - d. Neighbor Parcel ID: 05-29-15-54666-070-0100
6. Thomas and Brenda Guinand
 - a. Email: philguinand@gmail.com
 - b. Notice Address:
 - c. Neighbor Property Address: 1090 Eldorado Ave, Clearwater, FL 33767
 - d. Neighbor Parcel ID: 05-29-15-54666-070-0140

Exhibit "B"

Legal Description of Property

PARCEL 1 "West Parcel":

THE NORTHERLY ONE-HALF OF LOT 11 AND ALL OF LOTS 12 AND 13, BLOCK 70, MANDALAY SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 14, PAGE(S) 32 THROUGH 35, INCLUSIVE, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. TOGETHER WITH ANY RIGHT, TITLE OR INTEREST IN THE LAND LYING WEST OF SAID LOTS DESCRIBED IN THAT CERTAIN DEED RECORDED IN DEED BOOK 1612, PAGE 455, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PARCEL 2 "East Parcel":

LOTS SIX (6) TO ELEVEN (11) INCLUSIVE IN BLOCK ONE HUNDRED SEVENTY-ONE (171) ACCORDING TO REPLAT OF BLOCKS 65, 66, 71, 72, 73, 74 & 75 OF MANDALAY, AS RECORDED IN PLAT BOOK TWENTY (20), PAGE FIFTY-SEVEN (57) OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; TOGETHER WITH PART OF LOTS FOUR (4) AND FIVE (5) OF SAID BLOCK 171 AND WATER LOT ONE (1) ACCORDING TO SAID PLAT, AND AN UNPLATTED STRIP OF LAND NORTH OF SAID LOT ELEVEN (11) WITH ALL APPURTENANT RIPARIAN AREA, MORE DEFINITELY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH CORNER OF SAID LOT ELEVEN (11) AND CONTINUING THENCE NORTHERLY ALONG THE PROJECTION OF ITS WEST BOUNDARY, SIX (6) FEET, TO INTERSECTION WITH THE SOUTH BOUNDARY OF MANDALAY POINT, ACCORDING TO THE PLAT OF THIS LATTERLY NAMED SUBDIVISION, RECORDED IN PLAT BOOK TWENTY (20), PAGE SIXTY-EIGHT (68) OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF MANDALAY POINT SUBDIVISION TO NAVIGABLE WATER IN CLEARWATER BAY; THENCE SOUTHEASTERLY ALONG THE LINE OF NAVIGABLE WATER, TO INTERSECTION WITH AN EASTERLY PROJECTION OF THE NORTHERLY BOUNDARY OF CARLOUEL, ACCORDING TO THE PLAT OF SAID SUBDIVISION, RECORDED IN PLAT BOOK TWENTY (20), PAGES SIXTY (60), SIXTY-ONE (61), AND SIXTY-TWO (62) OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE WESTERLY ALONG THIS PROJECTION AND THE SAID NORTHERLY BOUNDARY OF CARLOUEL TO A POINT WHICH BEARS NORTH 55°54'30" EAST TWO HUNDRED THIRTEEN AND EIGHTY-FOUR HUNDREDTHS (213.84) FEET FROM THE NORTHWEST CORNER OF LOT FOUR (4) IN BLOCK TWO HUNDRED SEVENTY-ONE (271) OF SAID CARLOUEL SUBDIVISION; THENCE NORTH 1°11'30" WEST, SIX AND TWO-TENTHS (6.2) FEET; THENCE SOUTH 59°47'38" WEST, TWO HUNDRED EIGHTEEN AND THREE-TENTHS (218.3) FEET, TO THE WESTERLY BOUNDARY OF SAID LOT FIVE (5); AND THENCE NORTHERLY ALONG THE WESTERLY BOUNDARIES OF SAID LOTS 5, 6, 7, 8, 9, 10 AND 11, TO THE POINT OF BEGINNING.

Site Plan

