## Proposed Second Amendment to Hotel Development Agreement Exhibit 3 to Resolution 19-23

Return to: City Attorney's Office City of Clearwater P.O. Box 4748 Clearwater, FL 33758

#### Second Amendment to Development Agreement

THIS SECOND AMENDMENT to DEVELOPMENT AGREEMENT ("Second Amendment") is dated the \_\_\_\_ day of November, 2019 and entered into between Triprop Clearwater LLC, a Florida limited liability company ("Developer"), its successors and assigns, and the CITY OF CLEARWATER, FLORIDA, a municipality of the State of Florida acting though its City Council, the governing body thereof ("City").

#### Recitals:

WHEREAS, Sections 163.3220 - 163.3243, Florida Statutes, which set forth the Florida Local Government Development Agreement Act ("Act"), authorize the City to enter into binding development agreements with persons having a legal or equitable interest in real property located within the corporate limits of the City; and

WHEREAS, under Section 163.3223 of the Act, the City has adopted Section 4-606 of the City of Clearwater Community Development Code ("Code"), establishing procedures and requirements to consider and enter into development agreements; and

WHEREAS, the City and Alanik Properties, LLC, a Florida limited liability company, and Anco Holdings, LLC, a Florida limited liability company, and Nikana Holdings LLC, a Florida limited liability company (collectively, "Original Developer") entered into a Development Agreement (HDA2014-06004, Resolution 14-29) dated September 24, 2014 and recorded at Official Records Book 18541, Page 1887 in the public records of Pinellas County ("Development Agreement") as amended by that certain First Amendment to the Hotel Density Reserve Development Agreement (HDA2015-06001, Resolution 15-19) between the parties dated August 20, 2015 and recorded in the public records of Pinellas County at Official Records Book 19207, page 2409 ("First Amendment");

WHEREAS, the Original Developer's interest in the Development Agreement was assigned to Developer pursuant to that certain Assignment of Hotel Density Reserve Development Agreement dated May 9, 2016 as consented to by the City;

WHEREAS, *Beach by Design* proposed additional hotel units to equalize development opportunities on the beach and ensure Clearwater Beach remains a quality, family resort community by further providing for a limited pool of additional hotel units ("Hotel Density Reserve") to be made available for such mid-sized hotel projects; and

WHEREAS, the Development Agreement provided one hundred (100) units from the Hotel Density Reserve to the Developer to be utilized on 1.994 acres of real property (as described in the Development Agreement as "Property"); and,

WHEREAS, maximum density permitted on the Property, pursuant to Beach by Design, is 150 units per acre; and the Development Agreement provided for a density of 114 hotel units per acre; and,

WHEREAS, the Developer is the owner of the Property and the contract purchaser of adjacent property located at 431 S. Gulfview Blvd and as described in Exhibit A-1 attached hereto and made part hereof ("Adjacent Property") and desires to include the Adjacent Property to the Project; and,

WHEREAS, the Adjacent Property is owned by MEM PC Properties, Inc., a Florida corporation; and,

WHEREAS, the Adjacent Property is 0.426 acres and allows for an increase of twenty-one (21) hotel units to the Project;

WHEREAS, the Developer desires to modify the Project as provided for herein and in Exhibit B-1, attached hereto and made part hereof;

WHEREAS, upon completion of the Project contemplated in the Amended Agreement, the Project will contain a total of two hundred forty eight (248) overnight accommodation units (103 units per acre), which includes one hundred (100) units originally granted from the available *Beach by Design* Hotel Density Reserve ("Amended Project"); and

WHEREAS, the Project includes an elevated pedestrian bridge across S. Gulfview Blvd.; which connect the Project to 430 S. Gulfview Blvd.; and,

WHEREAS, the City has conducted such hearings as are required by and in accordance with Chapter 163.3220 Fla. Stat. (2019) and any other applicable law; and

WHEREAS, the City has determined that, as of the Effective Date of this Second Amendment, the proposed project is consistent with the City's Comprehensive Plan and Land Development Regulations; and

WHEREAS, the City has conducted public hearings as required §§ 4-206 and 4-606 of the Community Development Code ("Code"); and

WHEREAS, at a duly called public meeting on November \_\_\_, 2019, the City Council approved this Second Amendment and authorized and directed its execution by the appropriate officials of the City; and

WHEREAS, upon approval by the City Council, the Developer will seek to amend the

site plan approved pursuant to FLD2015-09036 pursuant to the Code ("Site Plan") which has been extended pursuant to state and local law and FLD2013-04015 pertaining to 430 S. Gulfview Blvd.; and,

WHEREAS, the City and the Developer desire to amend certain terms and provisions of the Agreement as more fully set forth herein below.

#### STATEMENT OF AGREEMENT

NOW THEREFORE, in consideration of and in reliance upon the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound and in accordance with the Act, agree as follows:

SECTION 1. Recitals. The above recitals are true and correct and are a part of this Agreement.

SECTION 2. <u>Incorporation of the Act</u>. This Agreement is entered into in compliance with and under the authority of the Code and the Act, the terms of which as of the date of this Agreement are incorporated herein by this reference and made a part of this Agreement. Words used in this Agreement without definition that are defined in the Act shall have the same meaning in this Agreement as in the Act.

- SECTION 3. <u>Property Subject to this Agreement</u>. Section 3 of the Agreement shall be amended to include the Adjacent Property located at 431 S. Gulfview Blvd, Clearwater, FL 33767 and Exhibit "A" shall be amended to include the property referenced in Exhibit "A-1". Any exhibit which includes a legal description is hereby amended to include the adjacent Property (collectively, "Property" and "Adjacent Property" is "Property")
- SECTION 4. <u>Scope of Project</u>. Notwithstanding anything contained in the Development Agreement to the contrary, the Agreement shall be amended as follows and all other references in the Agreement and Exhibits regarding the Project shall be consistent with the following:
  - (a) Section 4.1 is amended to read: The Project shall consist of 248 overnight accommodation units inclusive of 100 units from the Hotel Density Reserve and all references to the total number of units on the Property shall be amended to two hundred forty eight (248) units.
  - (b) Section 4.2 is amended to read: The Project shall include a minimum of 298 parking spaces, as defined in the Community Development Code.
  - (c) Section 4.3 shall be amended to read: The design of the Project, as represented in Exhibit "B-1", is consistent with Beach by Design.

- (d) Section 4.4 is amended to read: The density of the Project shall be 103 units/acre. In no instance shall the density of a parcel of land exceed 150 units per acre. The height of the Project shall be 150 feet as measured from Base Flood Elevation, as defined in the Code. The maximum building heights of the various character districts cannot be increased to accommodate hotel rooms allocated from the Hotel Density Reserve.
- (d) Section 4.5 is added to read: The Project shall include an elevated pedestrian walkway generally located at the south west quadrant of the site connecting the Project to the existing hotel building located to the southwest, across S. Gulfview Blvd., and located at 430 S. Gulfview Blvd., Clearwater ("Opal Sands") as conditioned by the requirements included in Exhibit "E" attached hereto and made part hereof and the conditions of site plan approval.
- (e) Section 6.1.3.1 shall reference Exhibit "B-1" as the Conceptual Site Plan.
- (f) Section 6.1.3.2 shall be deemed to require site plan approval within one (1) year from the effective date of this Second Amendment.
- (f) Section 6.1.3.4 is added to read: The pedestrian bridge requires an amendment to the approvals of 430 S. Gulfview Blvd. That property was the subject of a Level II Flexible Development application (FLD2013-04015; approved June 18, 2013 and thereafter constructed). An amendment to the previously approved site plan is required and the Developer shall obtain appropriate site plan approval pursuant to a Level One or Level Two development application within one (1) year from the effective date of this Second Amendment in accordance with the provisions of the Code, and shall then obtain appropriate permits and certificates of occupancy in accordance with the provisions of the Code. Nothing herein shall restrict Developer from seeking an extension of site plan approval or other development orders pursuant to the Code or state law.
- <u>SECTION 5</u>. <u>Restrictive Covenants</u>. The Agreement requires two restrictive covenants to be recorded in conjunction with the operation of the Property and such covenants shall be amended prior to recording consistent with the terms herein.
  - a. Section 6.1.3.3 shall be amended, together with the Hurricane Evacuation Agreement included as Exhibit C therein, to reflect the total number of hotel units of 248 overnight accommodation units and include the legal description of the additional property attached hereto and made part hereof.
  - b. Section 6.1.4 and the Covenant of Unified Use included as Exhibit D therein shall be updated to reflect the terms herein, including the addition of the property described in Exhibit "A-1".
- <u>SECTION 6.</u> <u>Approvals.</u> Notwithstanding anything to the contrary contained in the Development Agreement, including section 6.1.3.2, the Developer shall receive site plan approval for the Amended Project within one (1) year of the effective date of this Second Amendment. Approval of this Second Amendment requires the approval of a substantial amendment to FLD2015-09036 which, if granted, shall supercede the existing approval.

<u>SECTION 7</u>. <u>Pedestrian Bridge</u>. The City shall grant to Developer an easement for air rights over a portion of S. Gulfview Blvd as provided for herein, prior to the construction of the Pedestrian Bridge on further terms and conditions to be agreed to by the parties and accepted by the City's council at a subsequent public meeting and consistent with the terms herein. The easement may terminate as provided in the attached Exhibit "E," Part V.

<u>SECTION 8</u>. <u>Expiration Date</u>. The Agreement, as amended, shall expire ten (10) years after the adoption of this Second Amendment.

<u>SECTION 9.</u> <u>Ratification.</u> Except as specifically modified herein, all terms, conditions and obligations contained in the Development Agreement shall retain in full force and effect and are reaffirmed by the parties hereto.

Signature page to follow

# Signature Page to Second Amendment to Development Agreement HDA2014-06004A

In the Presence of:	Triprop Clearwater, LLC
Print Name:	
Print Name:	
As to "Developer"	
	CITY OF CLEARWATER, FLORIDA
Print Name:	Ву:
Print Name:	
	Attest:
	Rosemarie Call, City Clerk
	Countersigned:
	George N. Cretekos, Mayor
	Approved as to Form:
	Michael Fuino Assistant City Attorney

# Signature Page to Second Amendment to Development Agreement HDA2014-06004A

STATE OF FLORIDA		
COUNTY OF		
The foregoing instrument	was acknowledged before me the day of Nove	mber, 2019,
by Mark Walsh, as manager of Tr	riprop Clearwater LLC, a Florida limited liability c	ompany, for
the Company. He is	[ ] personally known to me or has [	] produced
a	as identification.	
	Notary Public	
	Print Name:	
	My Commission Expires:	

# Exhibit "A-1" Adjacent Property Legal Description

Lot 79 and 80, LLOYD WHITE SKINNER SUBDIVISION, according to the plat thereof recorded in Plat Book 13, Pages 12 and 13 of the Public Records of Pinellas County, Florida.

and also:

Lot 78, LLOYD WHITE SKINNER SUBDIVISION, as aforesaid together with the following parcel of land beginning in the NW corner of Lot 127, LLOYD WHITE SKINNER SUBDIVISION, as aforesaid, as a P.O.B., run thence Easterly along the Northerly property line of said lot a distance of 3 feet; thence Southwesterly to the SW corner of said lot; thence run Northerly along the Westerly lot line of said lot to P.O.B.

Exhibit "B-1" Revised Project



09/05/2019





# **ZONING DATA**

## LEGAL DESCRIPTION

## PARCEL 1:

LOT 75 LESS THE NORTH 10 FEET THEREOF AND ALL OF LOTS 76 AND 77; THAT PART OF LOT 123 OF LLOYD-WHITE-SKINNER SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGES 12 AND 13, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 123 AND RUNNING THENCE ALONG ITS EASTERLY BOUNDARY, 25 FEET; THENCE WESTELY IN A STRAIGHT LINE TO A POINT IN THE WESTERLY BOINDARY OF SAID LOT, WHICH IS MIDWAY BETWEEN ITS NORTHWEST AND SOUTHWEST CORNERS; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT, 25 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT; THENCE EASTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID LOT TO THE POINT OF BEGINNING.

## AND

LOTS 124, 125, 126 AND 127, LLOYD-WHITE-SKINNER SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGES 12 AND 13, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THAT PART OF LOT 127 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT AND RUNNING EASTERLY 3 FEET ALONG THE NORTH BOUNDARY; THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH ALONG THE WESTERLY BOUNDARY TO THE POINT OF BEGINNING.

#### AND

LOTS 128 AND 129, LLOYD-WHITE-SKINNER SUBDIVISION, ACCORDING TO TH EPLAT THEREOF RECORDED IN PLAT BOOK 13, PAGES 12 AND 13, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

LOTS 72, 73, 121, 122 AND THE NORTH ONE-HALF OF LOT 123, LLOYD- WHITE-SKINNER SUBDIVISION, ACCORDNG TO THE PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGES 12 AND 13, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

LOT 74 AND THE NORTH 10 FEET OF LOT 75, LLOYD- WHITE-SKINNER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGES 12 AND 13, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

TOTAL COMBINED SITE AREA CONTAINS 86,880 SQUARE FEET OR 1.99 ACRES, MORE OR LESS.

## PARCEL 2:

LOT 79 AND 80 OF LLOYD-WHITE-SKINNER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGES 12 AND 13, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
AND ALSO:

LOT 78, LLOYD-WHITE-SKINNER SUBDIVISION, AS AFORESAID TOGETHER WITH THE FOLLOWING PARCEL OF LAND BEGINNING IN THE NW CORNER OF LOT 127, LLOYD-WHITE-SKINNER SUBDIVISION, AS AFORESAID AS A P.O.B. RUN THENCE EASTERLY ALONG THE NORTHERLY PROPERTY LINE OF SAID LOT A DISTANCE OF 3 FEET; THENCE SOUTHWESTERLY TO THE SW CORNER OF SAID LOT; THENCE RUN NORTHERLY ALONG THE WESTERLY LOT LINE OF SAID LOT TO P.O.B.

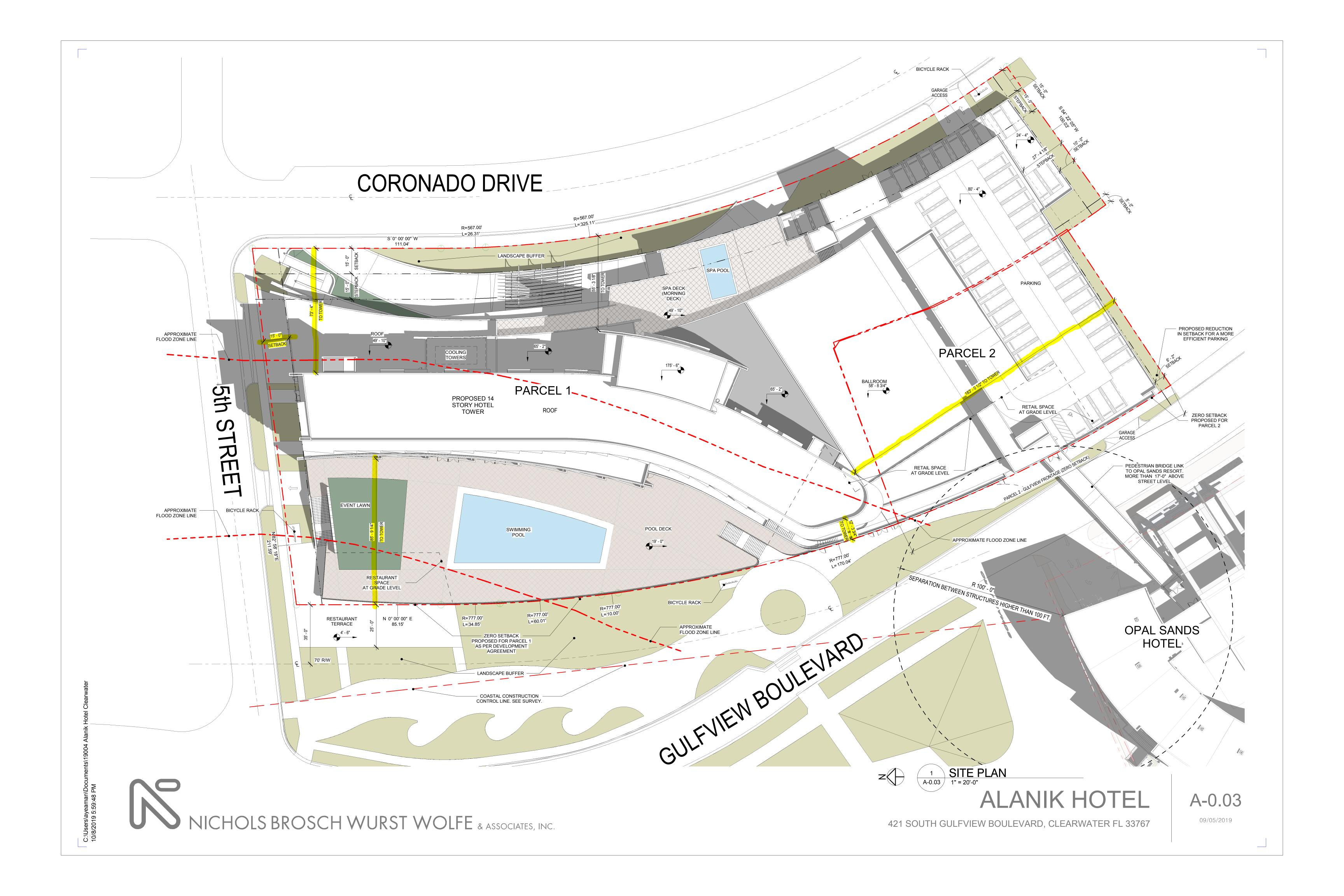
THE SUBJECT PARCEL CONTAINS 18,565.20 SQUARE FEET OR 0.426 ACRES, MORE OR LESS.

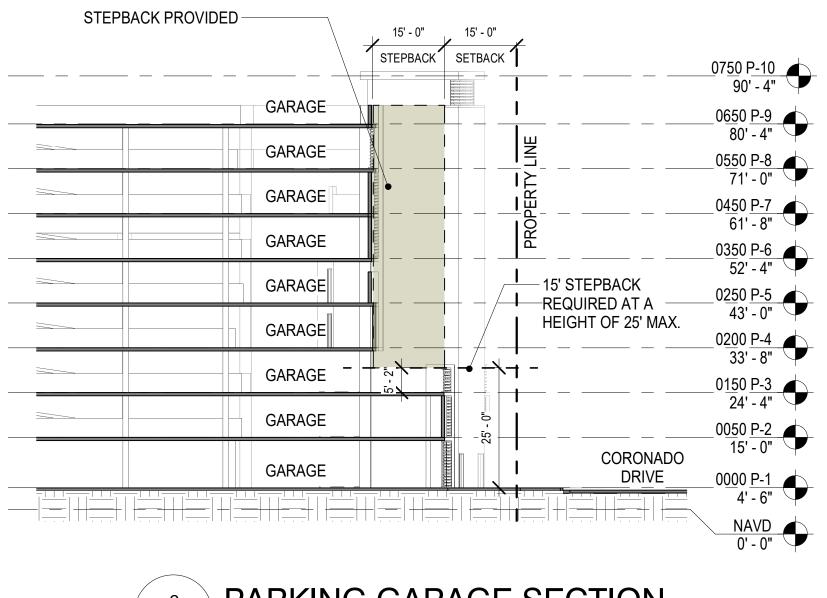
# SITE DATA

ADDRESS	421 S. GULFVIEW BLVD
ZONING DESIGNATION	TOURIST (T) -RESORT FACILITIES HIGH (RFH) - BEACH BY DESIGN
FLOOD ZONE	VE 13 - VE 14 & AE 12
LOT AREA	105,445 SQ.FT. (2.42 ACRES)

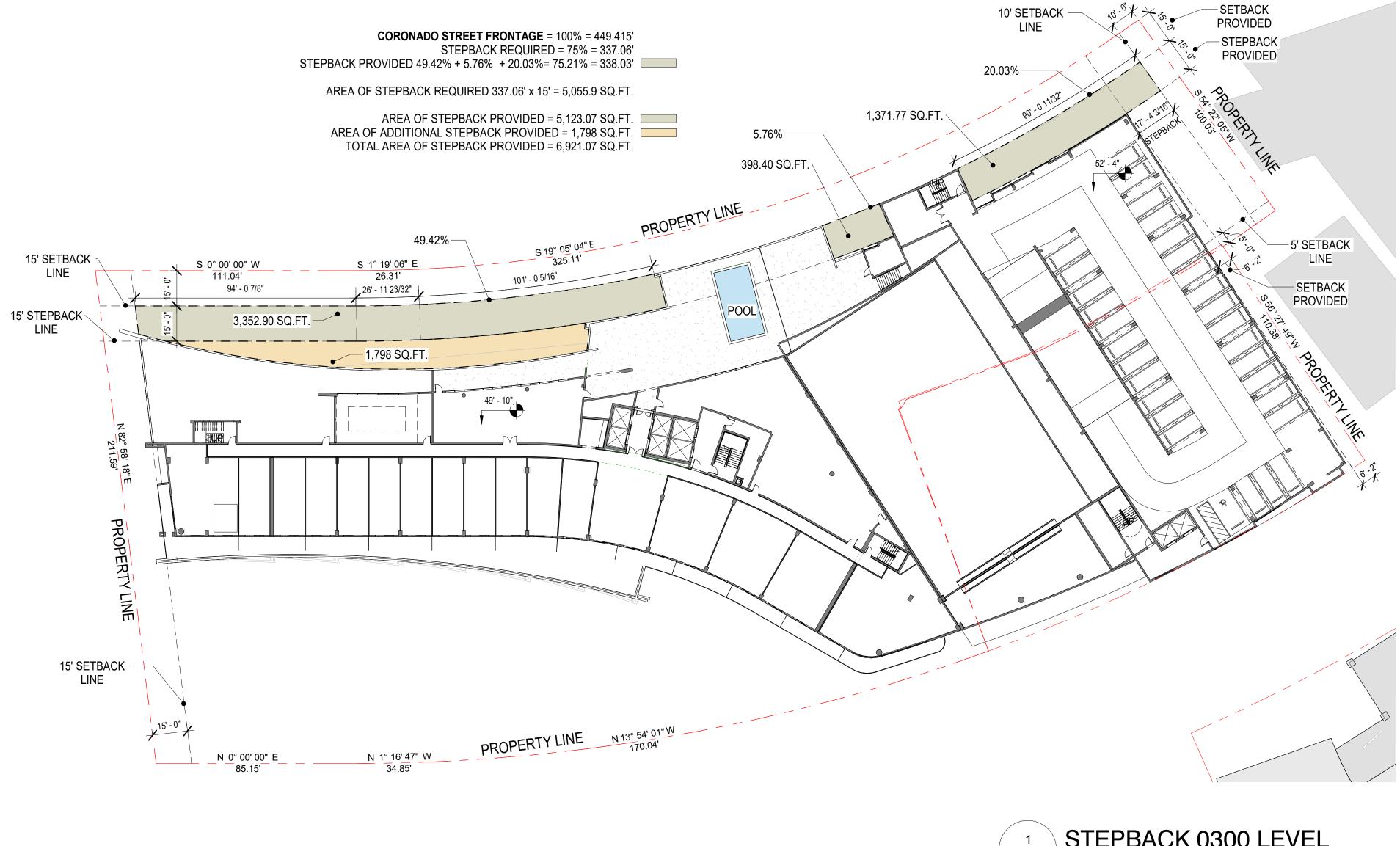
DESIGN GUIDELINES		
	ALLOWED/ REQUIRED	PROVIDED
DENSITY (50 Guestrooms/Acre Max) (Beach by Design)		
PARCEL 1 (1.99 Acres)	99.5	127 (EXISTING KEY COUNT
PARCEL 2 (.426 Acres)	21.3	21
DENSITY POOL (BEACH BY DESIGN)	100	100
TOTAL	220	248
MAXIMUM BUILDING HEIGHT	150 FT	150 FT
SETBACK REQUIREMENTS		
FRONT - (CORONADO DRIVE) - WEST	10'-0" - 15'-0"	15'-0" min
SIDE - (5TH STREET) - NORTH	0'-0" - 15'-0"	15'-0"
FRONT - (S. GULFVIEW BLVD) - EAST	0'-0"	0'-0"
INT. SIDE - SOUTH	0'-0" - 10'-0"	6'-2" min.
FLOOR PLATE CALCULATION		
Between 45' and 100', the floorplate will be no greater than 25,000 SF except for Parking Structures open to the Public.	25,000 SF	18,245 SF
Between 100' and 150', the floorplate will be no greater than 10,000 SF. Deviations may be approved provided the mass and scale of design creates a tiered effect and complies with the maximum building envelope allowance above 45'.	10,000 SF	18,245 SF ( ENVELOPE <75%

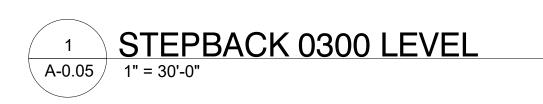
DESIGN GUIDELINES				
	ALLOWED/ REQUIRED	PROVIDED		
PARKING CALCULATION  GUESTROOMS 248 KEYS (1.2 per key)	297.6	556		
LOADING REQUIREMENTS	N/A	2 (12X35)		

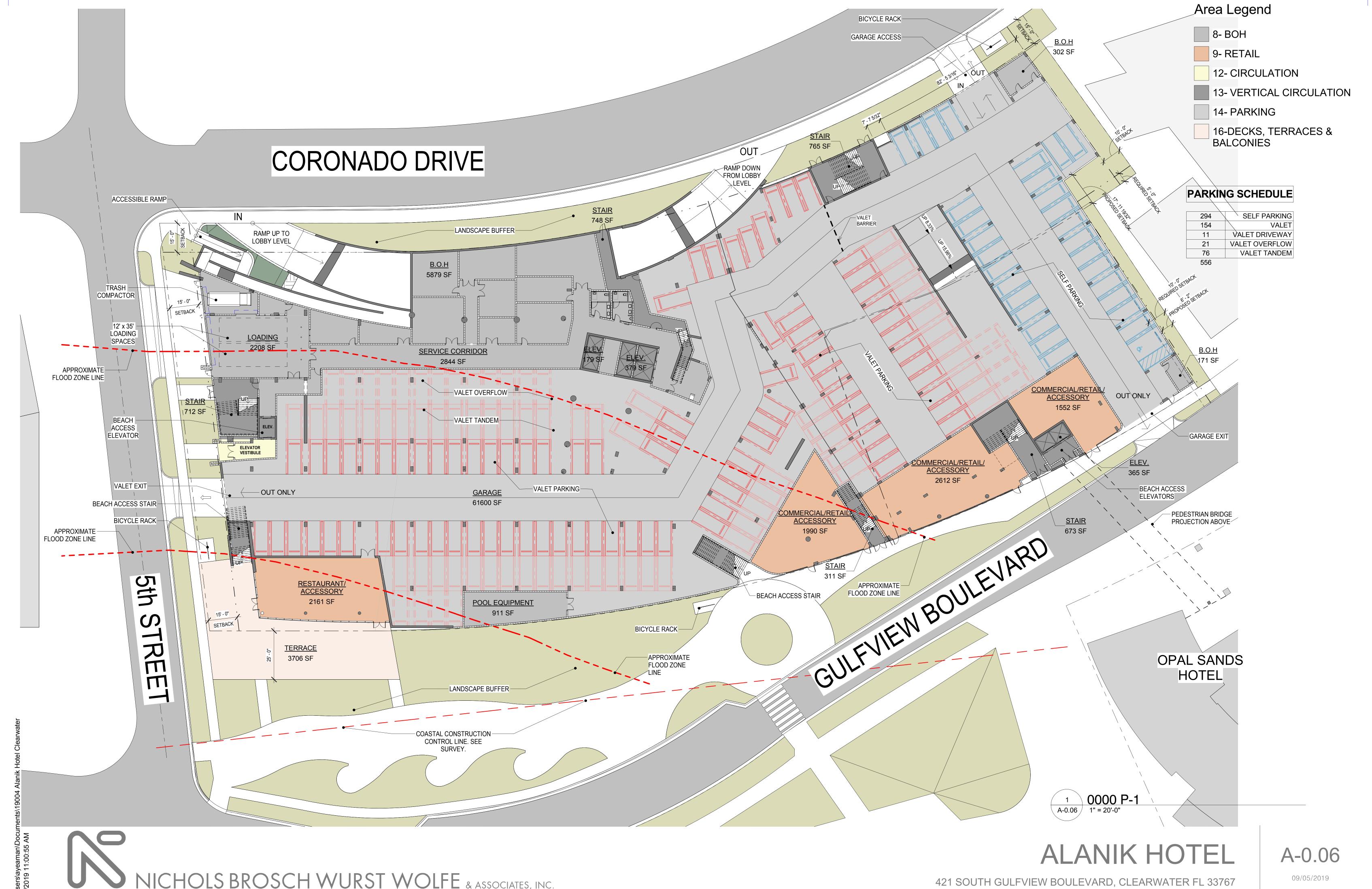


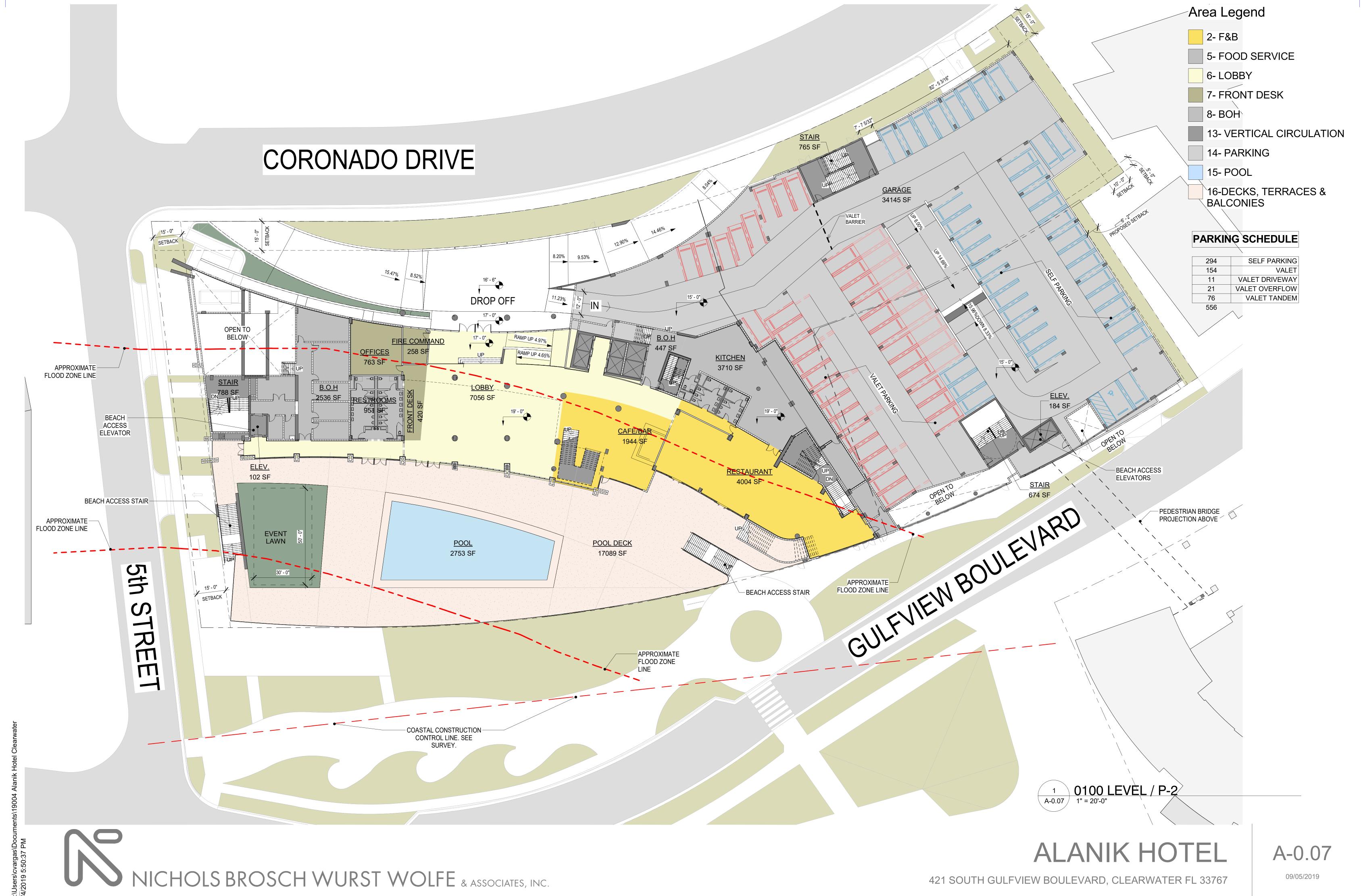


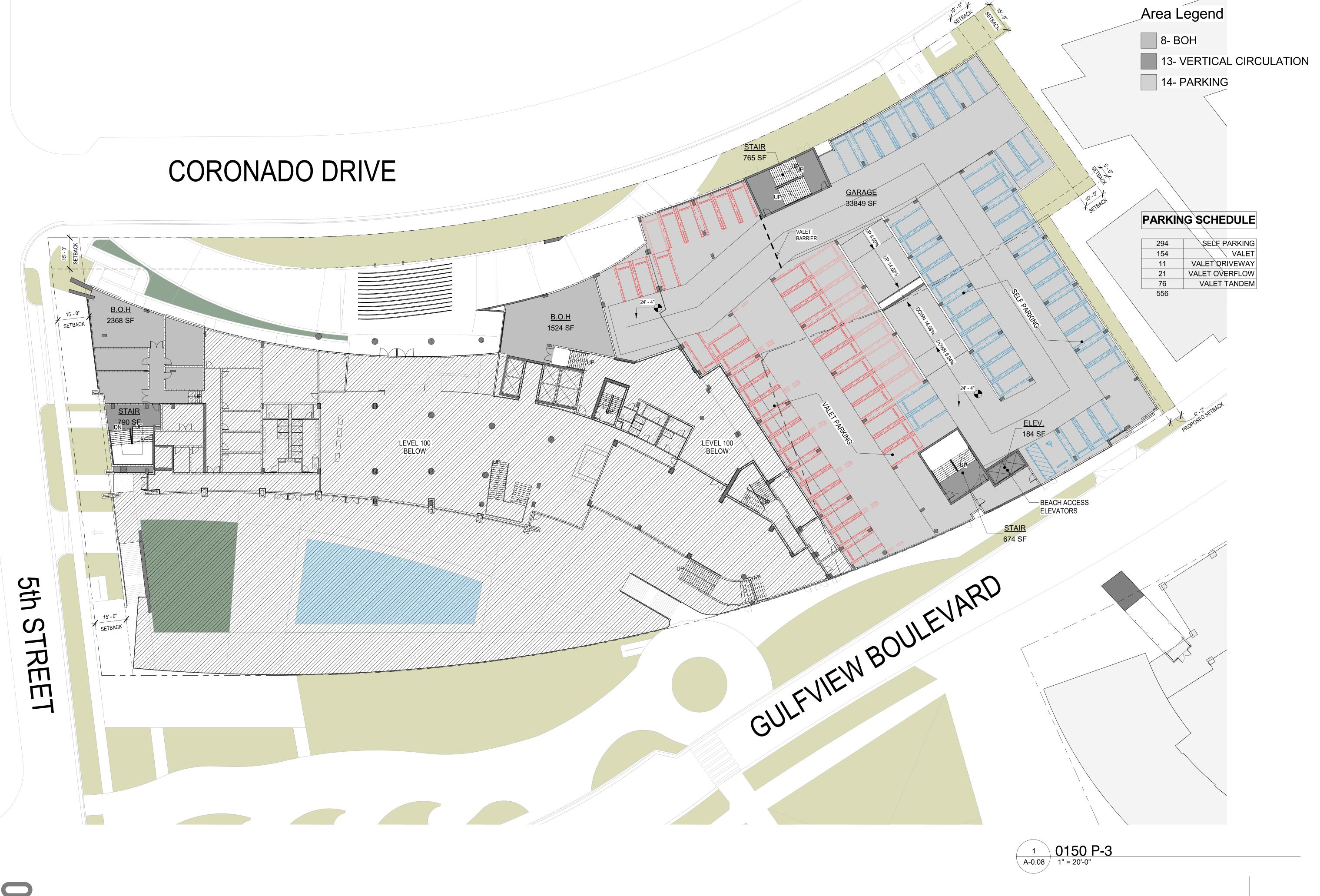
2 PARKING GARAGE SECTION
A-0.04 1" = 20'-0"







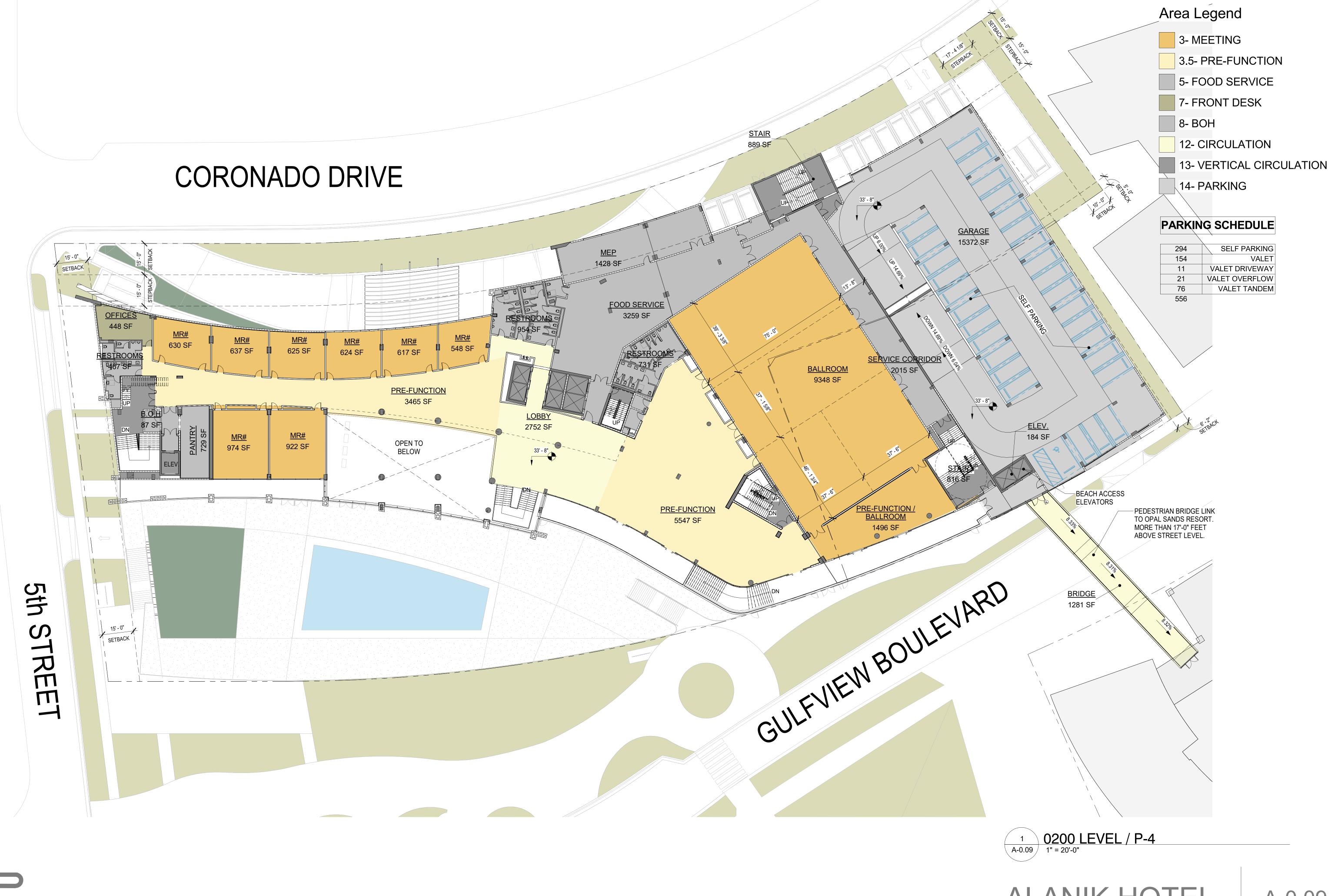






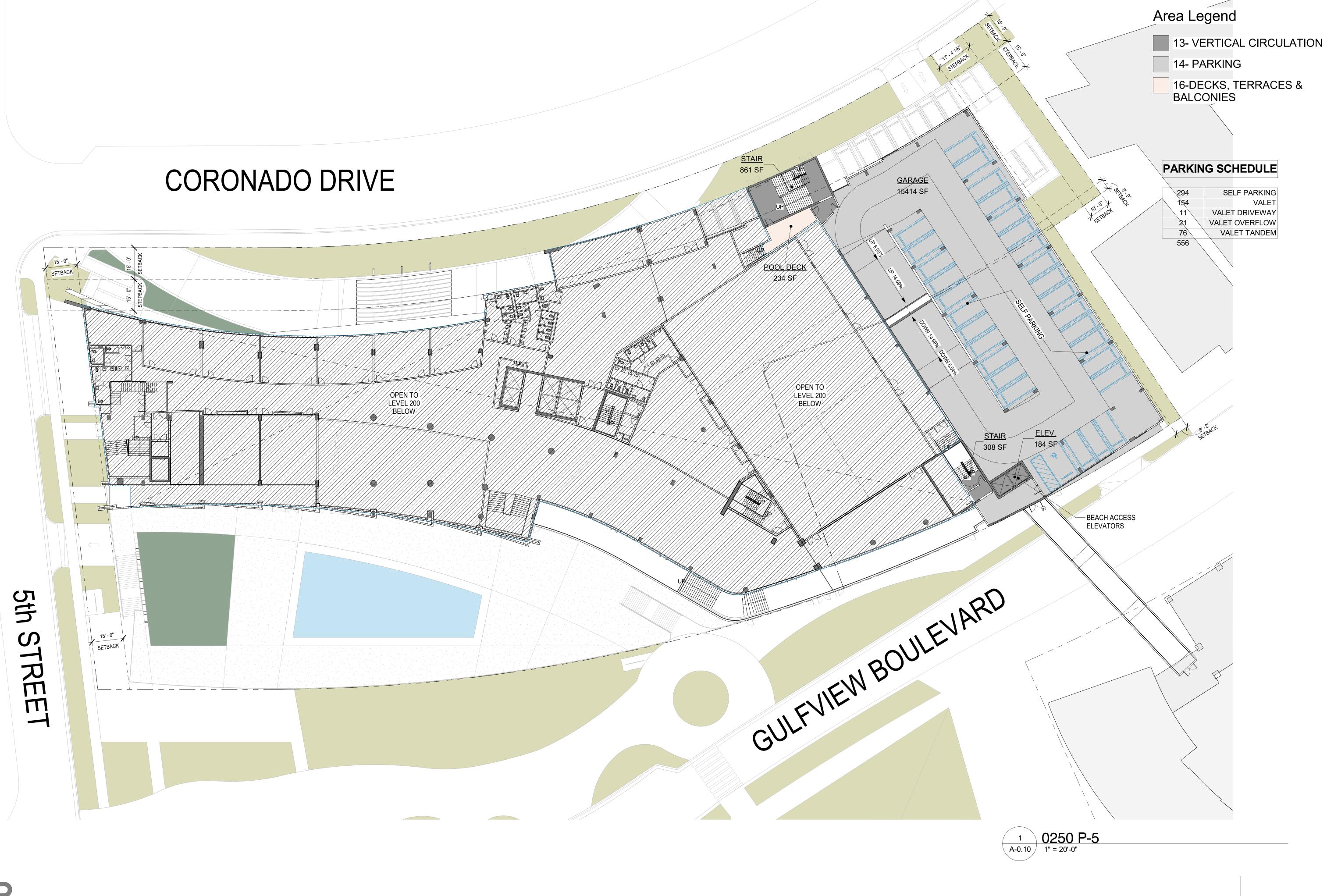
**ALANIK HOTEL** 

A-0.08



**ALANIK HOTEL** 

A-0.09



**ALANIK HOTEL** 

A-0.10



















DESIGN GUIDELINES		
	ALLOWED/ REQUIRED	PROVIDED
AREA OF WINDOWS OR DECORATION ON FACADE		
NORTH ELEVATION ( 5TH STREET)	60%	78.2%
SOUTH ELEVATION ( FACING EXIST. PROPERTY)	60%	OPEN GARAGE
EAST ELEVATION (CORONADO DRIVE)	60%	61.76%
WEST ELEVATION (GULFVIEW BLVD.)	60%	80%







DESIGN GUIDELINES			
	ALLOWED/ REQUIRED	PROVIDED	
AREA OF WINDOWS OR DECORATION ON FACADE			
NORTH ELEVATION ( 5TH STREET)	60%	78.2%	
SOUTH ELEVATION ( FACING EXIST. PROPERTY)	60%	OPEN GARAGE	
EAST ELEVATION (CORONADO DRIVE)	60%	61.76%	
WEST ELEVATION (GULFVIEW BLVD.)	60%	80%	







DESIGN GUIDELINES				
	ALLOWED/ REQUIRED	PROVIDED		
AREA OF WINDOWS OR DECORATION ON FACADE				
NORTH ELEVATION (5TH STREET)	60%	78.2%		
SOUTH ELEVATION ( FACING EXIST. PROPERTY)	60%	OPEN GARAGE		
EAST ELEVATION (CORONADO DRIVE)	60%	61.76%		
WEST ELEVATION (GULFVIEW BLVD.)	60%	80%		



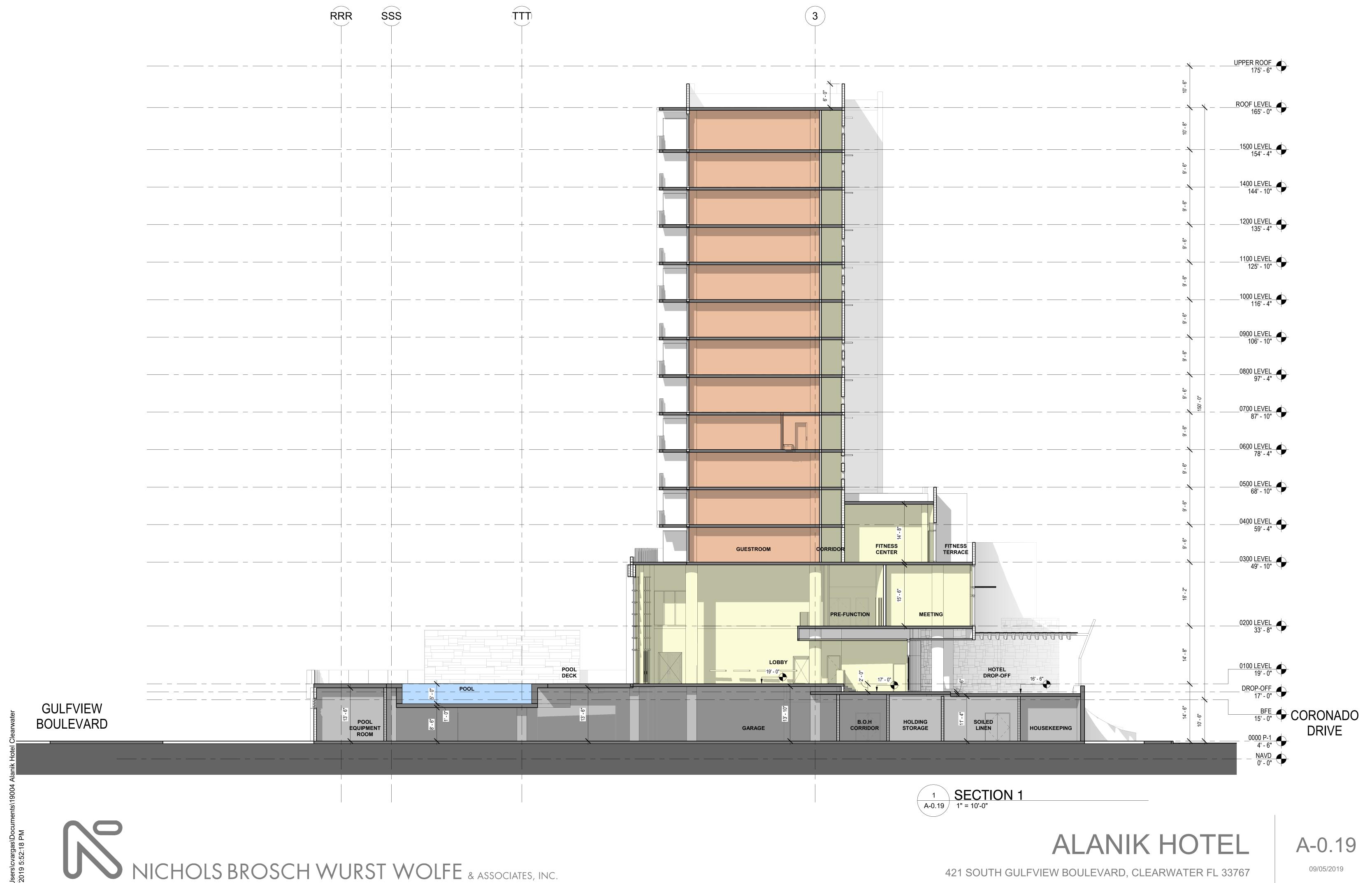


DESIGN GUIDELINES		
	ALLOWED/ REQUIRED	PROVIDED
AREA OF WINDOWS OR DECORATION ON FACADE		
NORTH ELEVATION ( 5TH STREET)	60%	78.2%
SOUTH ELEVATION ( FACING EXIST. PROPERTY)	60%	OPEN GARAGE
EAST ELEVATION (CORONADO DRIVE)	60%	61.76%
WEST ELEVATION (GULFVIEW BLVD.)	60%	80%



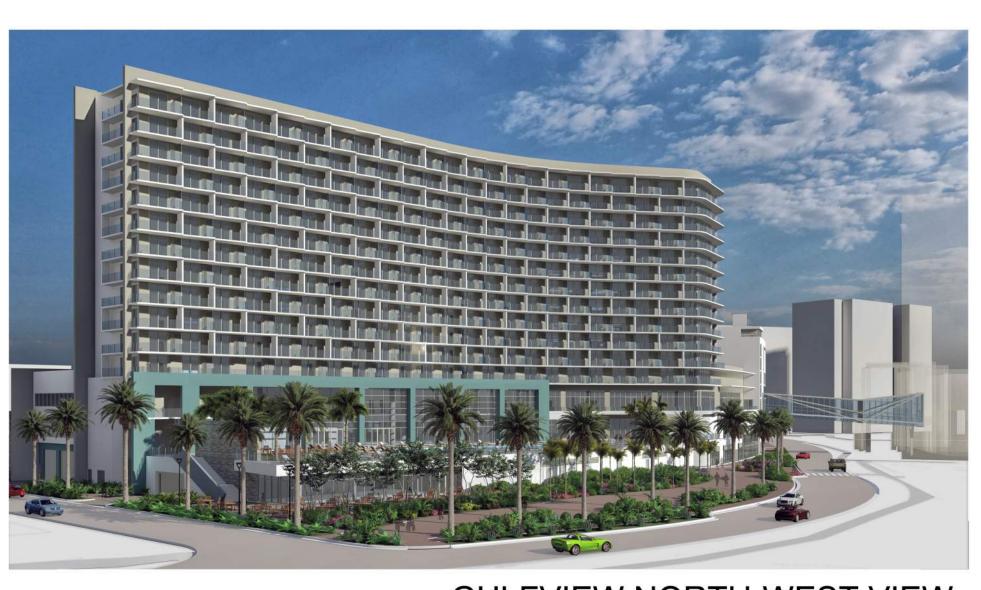
421 SOUTH GULFVIEW BOULEVARD, CLEARWATER FL 33767











**GULFVIEW NORTH-WEST VIEW** 



**GULFVIEW WEST VIEW** 



CORONADO NORTH VIEW



PORTECOCHERE VIEW



CORONADO SOUTH VIEW



ACCESS RAMP NORTH VIEW



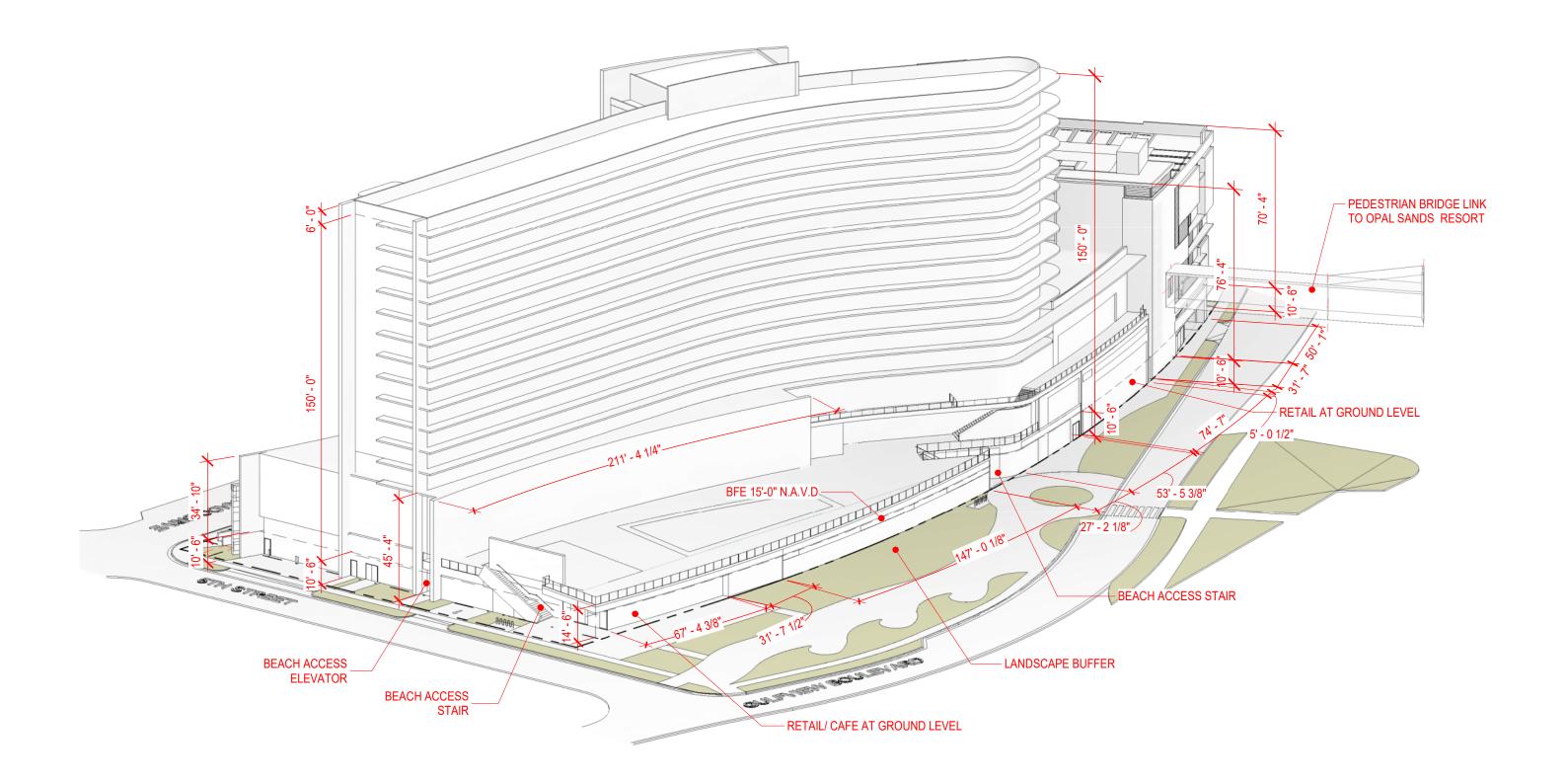
ACCESS RAMP SOUTH VIEW



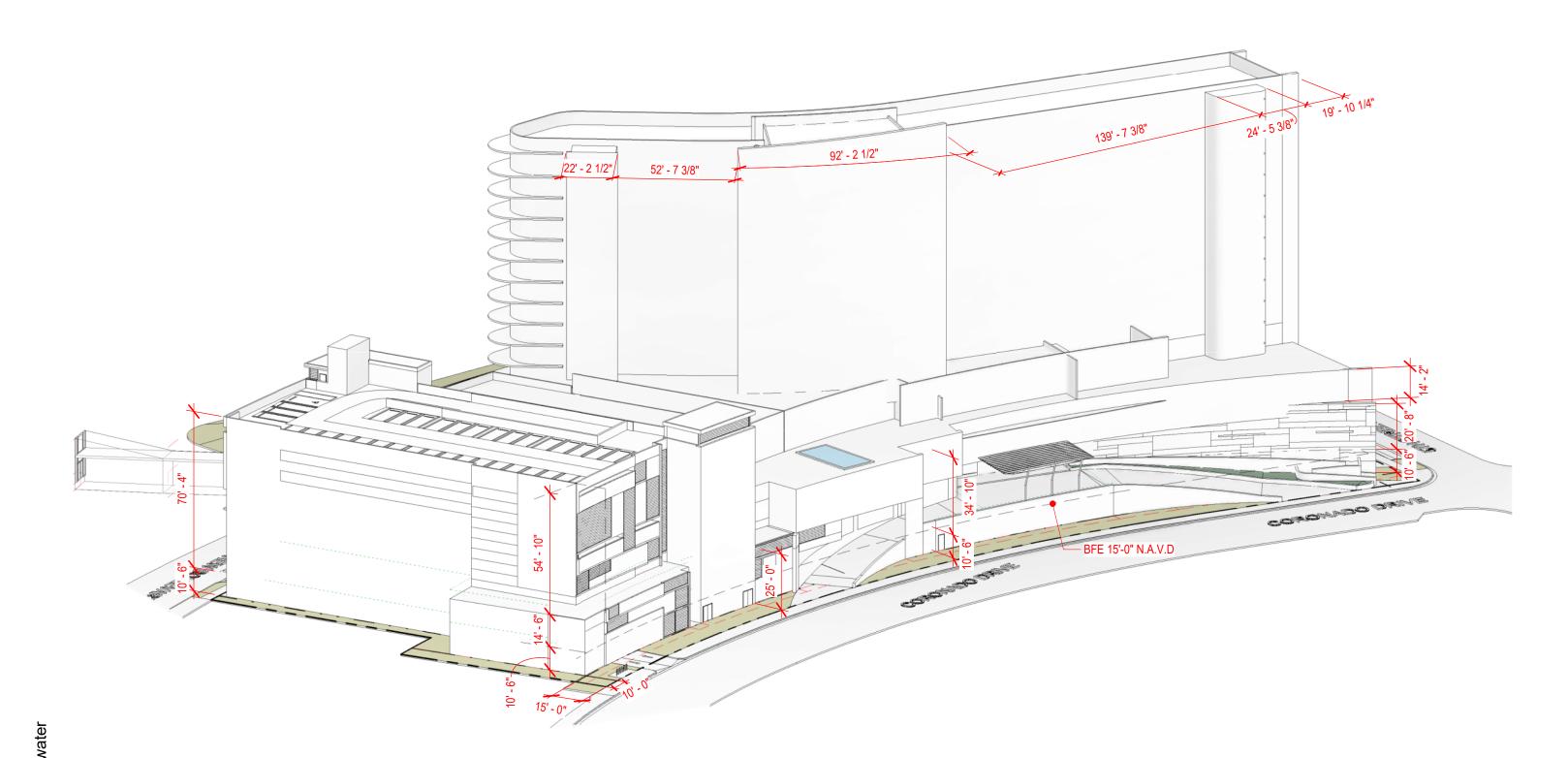
**BRIDGE VIEW 1** 



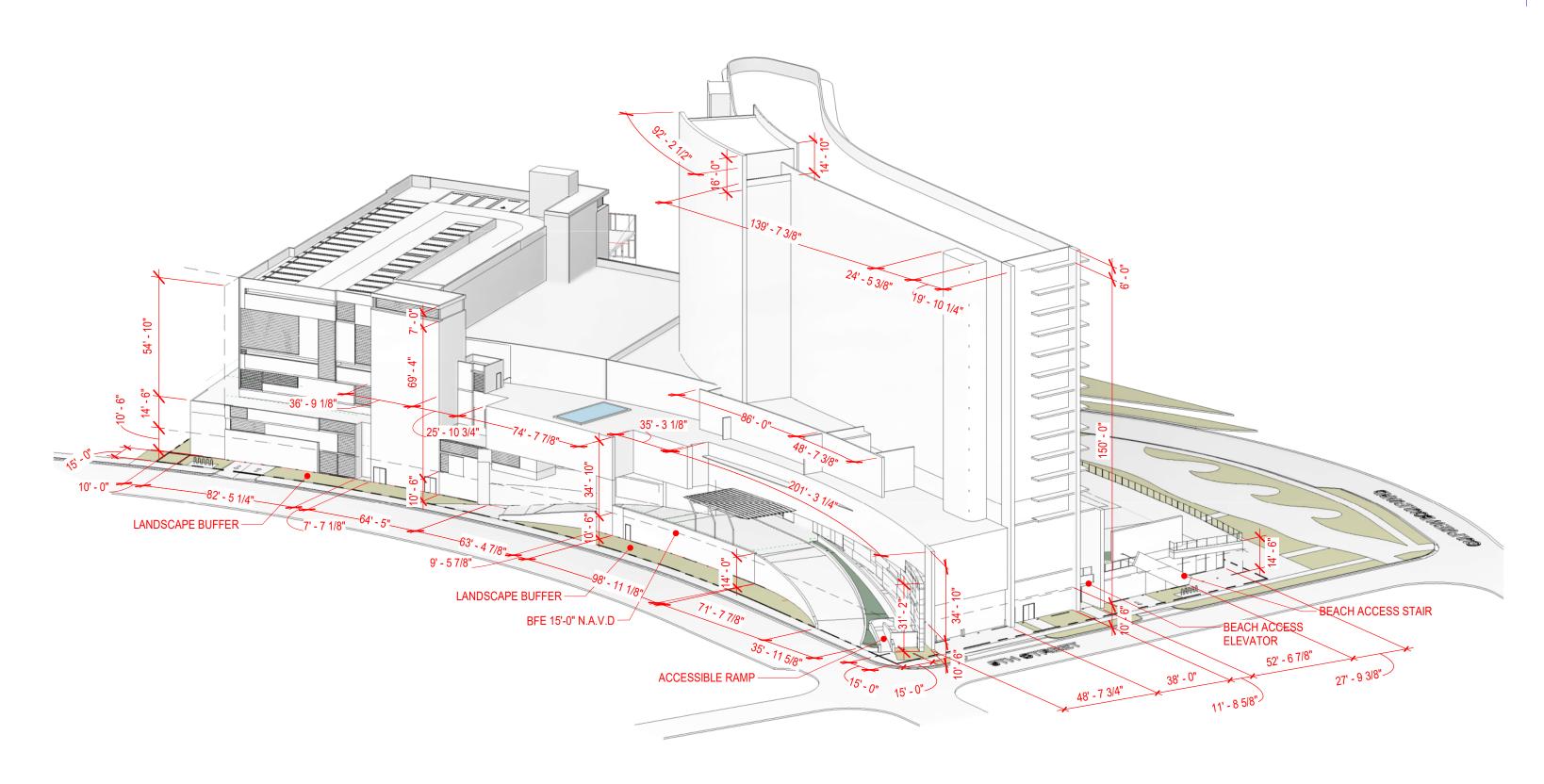
**BRIDGE VIEW 2** 



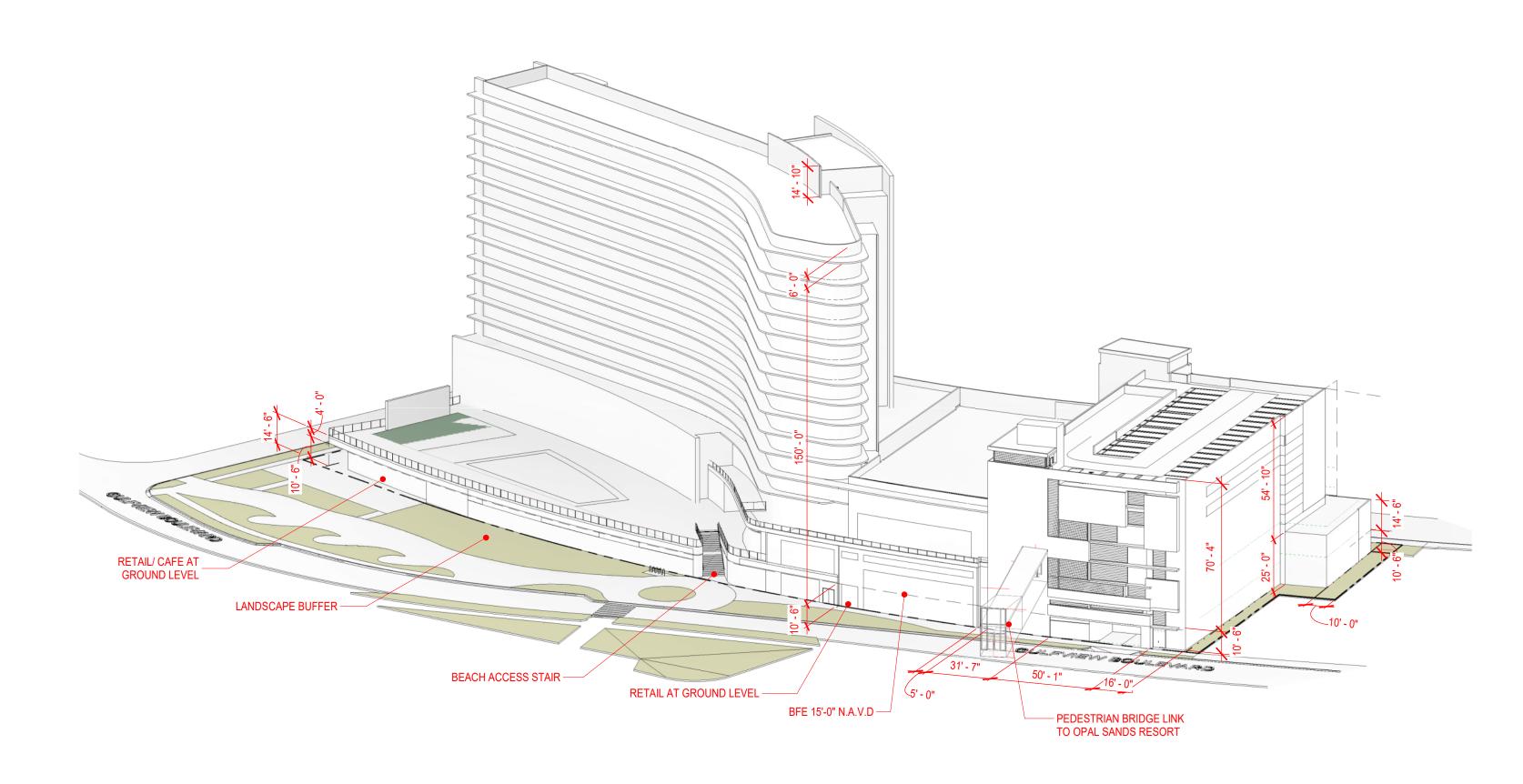












4 SOUTH GULFVIEW BOULEVARD



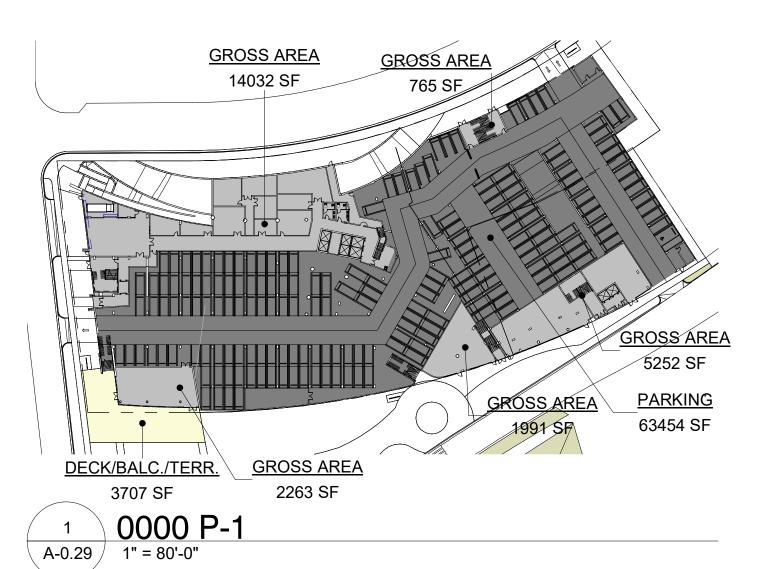
BUILDING HEIGHT MAY BE INCREASED TO ONE HUNDRED AND FIFTY FEET (150') IF:
PORTIONS OF ANY STRUCTURE WHICH EXCEED ONE HUNDRED FEET(100') IN HEIGHT ARE SPACED AT LEAST ONE HUNDRED (100') APART;
WITH NO MORE THAN FOUR (4) STRUCTURES WHICH EXCEED ONE HUNDRED FEET (100') WITHIN EIGHT HUNDRED FEET (800')

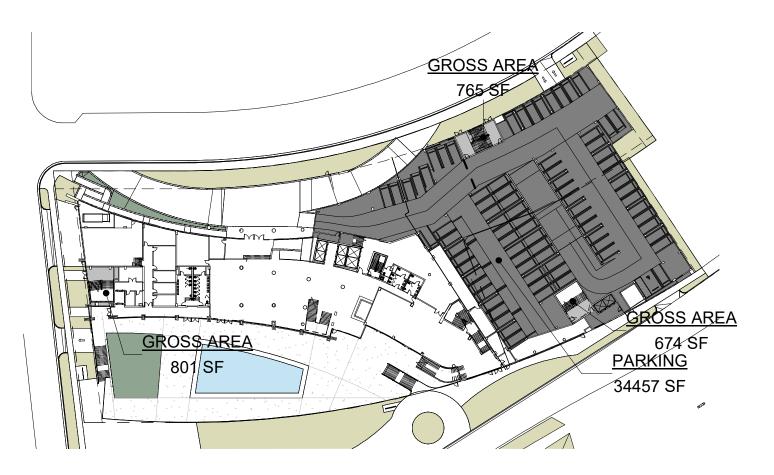


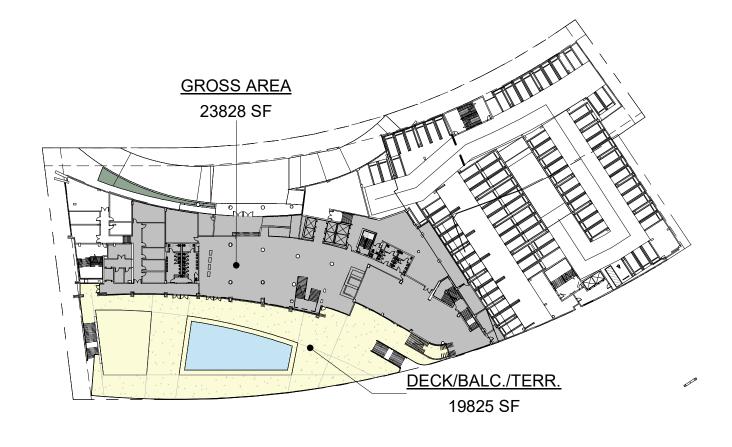
Area Schedule (0300 SERIES)

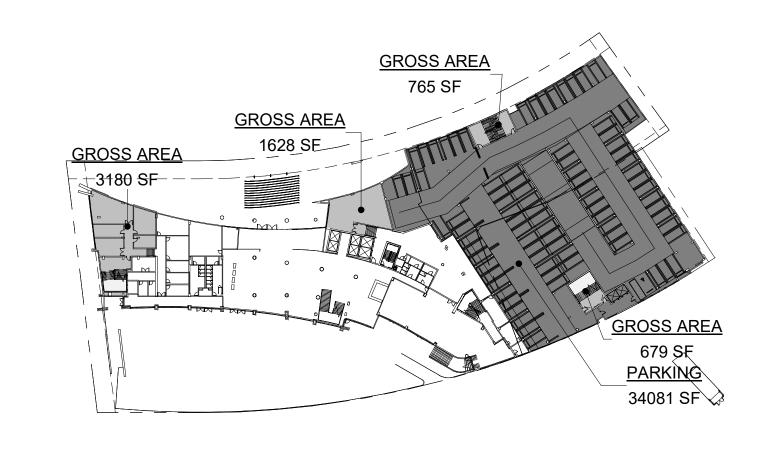
Area Schedule (0300 SERIES)					
Level	Name	Count	Area	Department	SCHEDU E TYPE
900 LEVEL	B.O.H	1	531 SF	8- BOH	
900 LEVEL 900 LEVEL	MEP	2	340 SF	8- ВОН	
000 LEVEL	B.O.H	1	531 SF	8- BOH	
000 LEVEL	MEP	2	340 SF	8- BOH	
100 LEVEL	B.O.H	1	531 SF	8- BOH	
100 LEVEL	MEP	2	340 SF	8- BOH	
200 LEVEL	B.O.H	1	531 SF	8- BOH	
200 LEVEL	MEP	2	340 SF	8- BOH	
400 LEVEL 400 LEVEL	B.O.H MEP	2	531 SF 340 SF	8- BOH 8- BOH	
500 LEVEL	B.O.H	1	531 SF	8- BOH	
500 LEVEL	MEP	2	340 SF	8- BOH	
		56	38,028 SF		
000 P-1	RESTAURANT/	1	2,161 SF	9- RETAIL	
	ACCESSORY		,		
000 P-1	RETAIL/ ACCESSORY	2	4,603 SF	9- RETAIL	
		3	6,763 SF		
000 P-1	LOBBY	1	321 SF	12- CIRCULATION	
200 LEVEL	BRIDGE	1	1,281 SF	12- CIRCULATION	
200 LEVEL	LOBBY	1	2,752 SF	12- CIRCULATION	
300 LEVEL	CORRIDOR	1	1,829 SF	12- CIRCULATION	
300 LEVEL 300 LEVEL	LOBBY SPA LOBBY	1	160 SF 953 SF	12- CIRCULATION 12- CIRCULATION	
400 LEVEL	CORRIDOR	1	1,847 SF	12- CIRCULATION	
100 LEVEL 100 LEVEL	LOBBY	1	250 SF	12- CIRCULATION	
500 LEVEL	CORRIDOR	1	1,847 SF	12- CIRCULATION	
500 LEVEL	LOBBY	1	250 SF	12- CIRCULATION	
600 LEVEL	CORRIDOR	1	1,847 SF	12- CIRCULATION	
600 LEVEL	LOBBY	1	250 SF	12- CIRCULATION	
700 LEVEL	CORRIDOR	1	1,847 SF	12- CIRCULATION	
700 LEVEL	LOBBY	1	250 SF	12- CIRCULATION	
300 LEVEL	CORRIDOR	1	1,847 SF	12- CIRCULATION	
300 LEVEL	LOBBY	1	250 SF	12- CIRCULATION	
900 LEVEL	CORRIDOR	1	1,847 SF	12- CIRCULATION	
900 LEVEL	LOBBY	1	250 SF	12- CIRCULATION	
000 LEVEL	CORRIDOR LOBBY	1	1,847 SF 250 SF	12- CIRCULATION 12- CIRCULATION	
100 LEVEL	CORRIDOR	1	1,847 SF	12- CIRCULATION	
100 LEVEL	LOBBY	1	250 SF	12- CIRCULATION	
200 LEVEL	CORRIDOR	1	1,847 SF	12- CIRCULATION	
200 LEVEL	LOBBY	1	250 SF	12- CIRCULATION	
400 LEVEL	CORRIDOR	1	1,847 SF	12- CIRCULATION	
400 LEVEL	LOBBY	1	250 SF	12- CIRCULATION	
500 LEVEL	CORRIDOR	1	1,847 SF	12- CIRCULATION	
500 LEVEL	LOBBY	28	250 SF 30,366 SF	12- CIRCULATION	
		20			
000 P-1	ELEV.	3	655 SF	13- VERTICAL CIRCULATION	
000 P-1	STAIR	7	3,735 SF	13- VERTICAL CIRCULATION	
100 LEVEL	ELEV.	3	672 SF	13- VERTICAL CIRCULATION	
100 LEVEL 150 P-3	STAIR	6	3,446 SF	13- VERTICAL CIRCULATION 13- VERTICAL CIRCULATION	
200 LEVEL	STAIR ELEV.	3	2,230 SF 675 SF	13- VERTICAL CIRCULATION	
200 LEVEL	STAIR	5	3,333 SF	13- VERTICAL CIRCULATION	
250 P-5	STAIR	1	861 SF	13- VERTICAL CIRCULATION	
300 LEVEL	ELEV.	2	578 SF	13- VERTICAL CIRCULATION	
300 LEVEL	STAIR	3	645 SF	13- VERTICAL CIRCULATION	
100 LEVEL	ELEV.	2	578 SF	13- VERTICAL CIRCULATION	
100 LEVEL	STAIR	3	603 SF	13- VERTICAL CIRCULATION	
500 LEVEL	ELEV.	2	578 SF	13- VERTICAL CIRCULATION	
500 LEVEL	STAIR	3	603 SF	13- VERTICAL CIRCULATION	
300 LEVEL	ELEV.	2	578 SF	13- VERTICAL CIRCULATION	
00 LEVEL	STAIR ELEV.	3 2	603 SF 578 SF	13- VERTICAL CIRCULATION 13- VERTICAL CIRCULATION	
700 LEVEL	STAIR	3	603 SF	13- VERTICAL CIRCULATION	
300 LEVEL	ELEV.	2	578 SF	13- VERTICAL CIRCULATION	
300 LEVEL	STAIR	3	603 SF	13- VERTICAL CIRCULATION	
900 LEVEL	ELEV.	2	578 SF	13- VERTICAL CIRCULATION	
900 LEVEL	STAIR	3	603 SF	13- VERTICAL CIRCULATION	
000 LEVEL	ELEV.	2	578 SF	13- VERTICAL CIRCULATION	
000 LEVEL	STAIR	3	603 SF	13- VERTICAL CIRCULATION	
100 LEVEL	ELEV.	2	578 SF	13- VERTICAL CIRCULATION	
100 LEVEL	STAIR	3	603 SF	13- VERTICAL CIRCULATION	
200 LEVEL	ELEV.	2	578 SF	13- VERTICAL CIRCULATION	
200 LEVEL	STAIR	3	603 SF	13- VERTICAL CIRCULATION	
400   5\/5	ELEV.	2	578 SF	13- VERTICAL CIRCULATION	
400 LEVEL	07115			4	i .
400 LEVEL	STAIR	3	603 SF	13- VERTICAL CIRCULATION	
	STAIR ELEV. STAIR	3 2 3	603 SF 578 SF 603 SF	13- VERTICAL CIRCULATION 13- VERTICAL CIRCULATION 13- VERTICAL CIRCULATION	

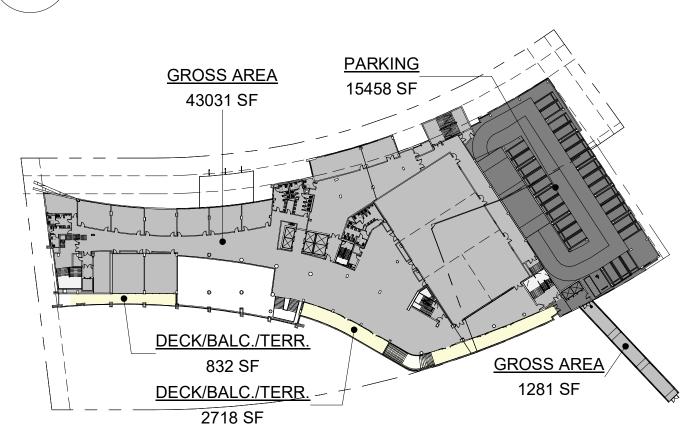
	P1 Parking Sche	edule	
Parking Group	Type	Count	Comments
SELF PARKING			
Park_ParkingSpace	8' 6" x 18' - 90 deg	29	SELF PARKING
Park_ParkingSpace_ADA	12' x 18' - 90 deg ADA	1	SELF PARKING
0000 P-1: 30		30	
Park_ParkingSpace	8' 6" x 18' - 90 deg	38	SELF PARKING
Park_ParkingSpace_ADA	12' x 18' - 90 deg ADA	1	SELF PARKING
0050 P-2: 39		39	
Park_ParkingSpace	8' 6" x 18' - 90 deg	39	SELF PARKING
Park_ParkingSpace_ADA	12' x 18' - 90 deg ADA	1	SELF PARKING
0150 P-3: 40		40	
Park_ParkingSpace	8' 6" x 18' - 90 deg	29	SELF PARKING
Park_ParkingSpace_ADA	12' x 18' - 90 deg ADA	1	SELF PARKING
0200 P-4: 30		30	
Park_ParkingSpace	8' 6" x 18' - 90 deg	29	SELF PARKING
Park_ParkingSpace_ADA	12' x 18' - 90 deg ADA	1	SELF PARKING
0250 P-5: 30	<u> </u>	30	
Park_ParkingSpace	8' 6" x 18' - 90 deg	29	SELF PARKING
Park_ParkingSpace_ADA	12' x 18' - 90 deg ADA	1	SELF PARKING
0350 P-6: 30		30	
Park_ParkingSpace	8' 6" x 18' - 90 deg	29	SELF PARKING
Park_ParkingSpace_ADA	12' x 18' - 90 deg ADA	1	SELF PARKING
0450 P-7: 30	12 X 10 00 dog 1.57	30	<u> </u>
Park_ParkingSpace	8' 6" x 18' - 90 deg	29	SELF PARKING
Park_ParkingSpace_ADA	12' x 18' - 90 deg ADA	1	SELF PARKING
0550 P-8: 30	12 X 10 00 dog 1.57	30	
Park_ParkingSpace	8' 6" x 18' - 90 deg	34	SELF PARKING
Park_ParkingSpace_ADA	12' x 18' - 90 deg ADA	1	SELF PARKING
0650 P-9: 35		35	
SELF PARKING: 294		294	
VALET			
Park_ParkingSpace	8' 6" x 18' - 90 deg	85	VALET
0000 P-1: 85		85	
Park_ParkingSpace	8' 6" x 18' - 90 deg	34	VALET
0050 P-2: 34		34	
Park_ParkingSpace	8' 6" x 18' - 90 deg	35	VALET
0150 P-3: 35		35	
VALET: 154		154	
VALET DRIVEWAY			
Park_ParkingSpace	23' x 9' Parallel	5	VALET DRIVEWAY
0050 P-2: 5		5	
Park_ParkingSpace	23' x 9' Parallel	6	VALET DRIVEWAY
0150 P-3: 6		6	
VALET DRIVEWAY: 11		11	
VALET OVERFLOW			
Park_ParkingSpace	8' 6" x 18' - 90 deg	21	VALET OVERFLOW
0000 P-1: 21		21	
VALET OVERFLOW: 21		21	
VALET TANDEM			
Park_ParkingSpace	8' 6" x 18' - 90 deg	57	VALET TANDEM
0000 P-1: 57		57	
Park_ParkingSpace	8' 6" x 18' - 90 deg	9	VALET TANDEM
0050 P-2: 9		9	
Park_ParkingSpace	8' 6" x 18' - 90 deg	10	VALET TANDEM
0150 P-3: 10	<u> </u>	10	
VALET TANDEM: 76		76 556	
Grand total: 556		556	



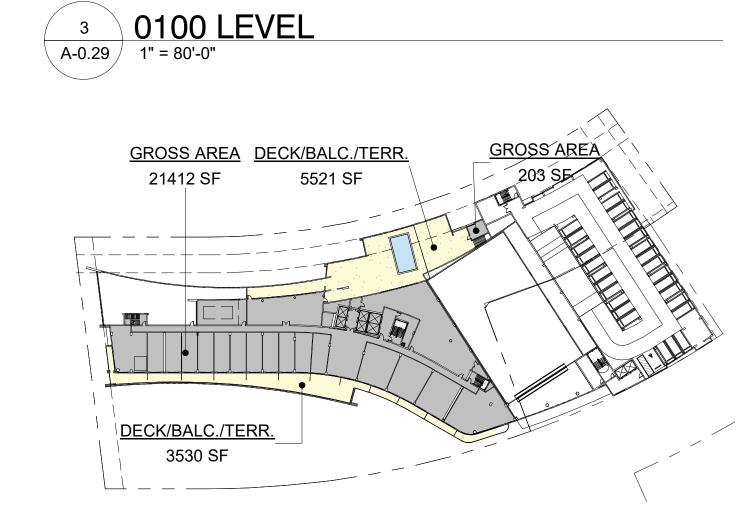


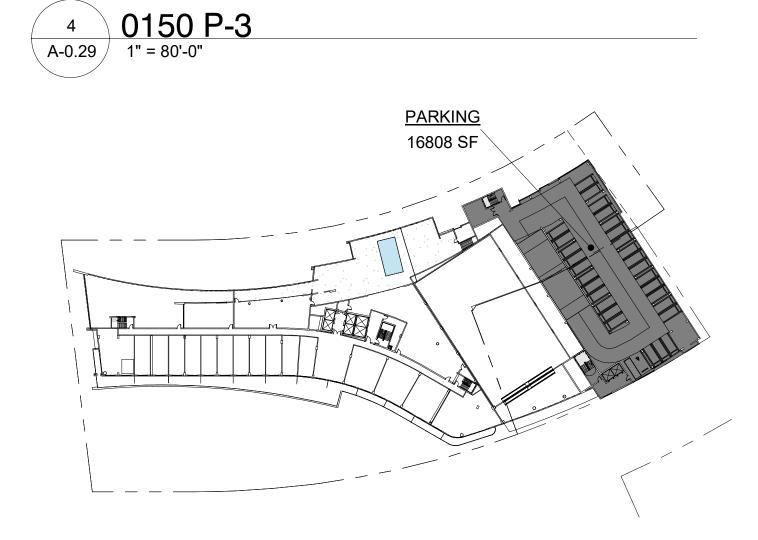


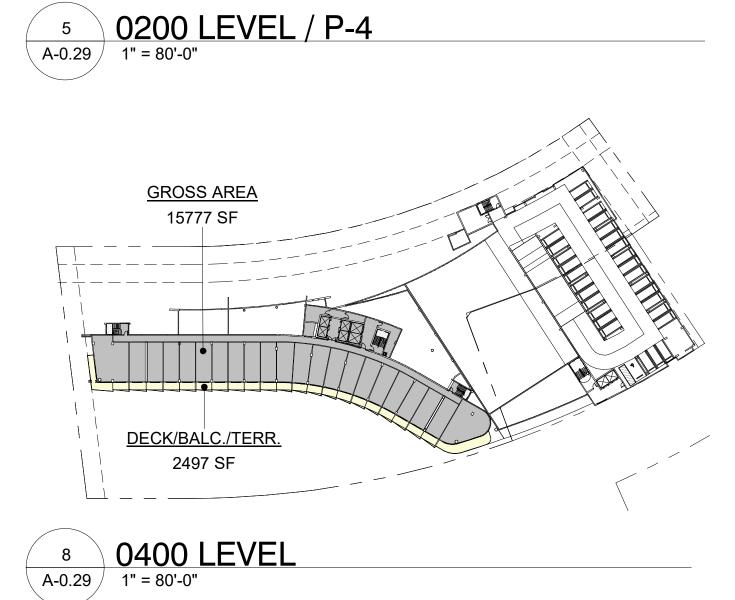


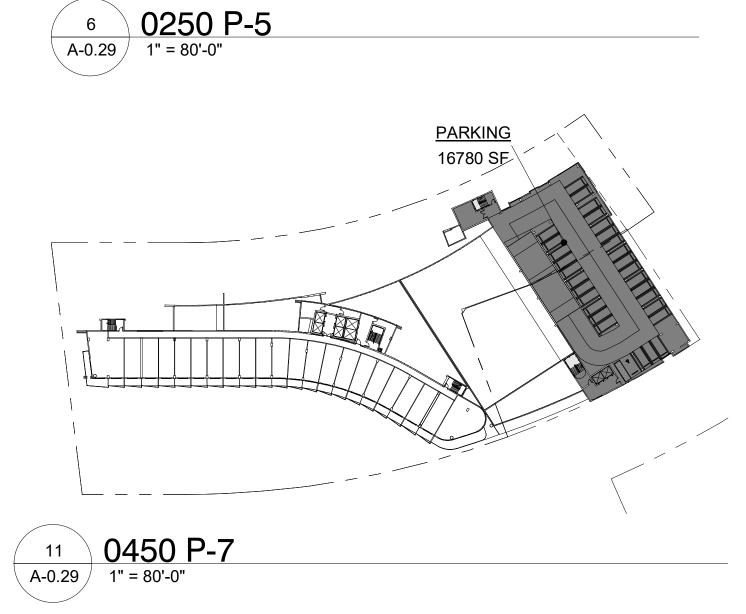


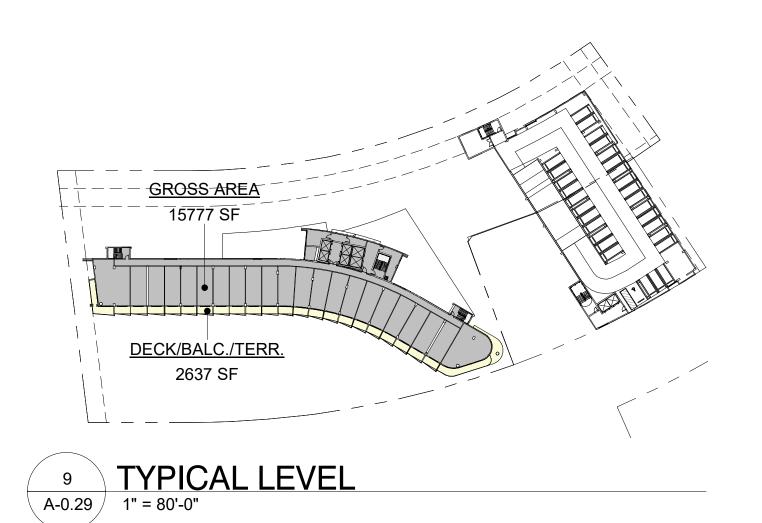


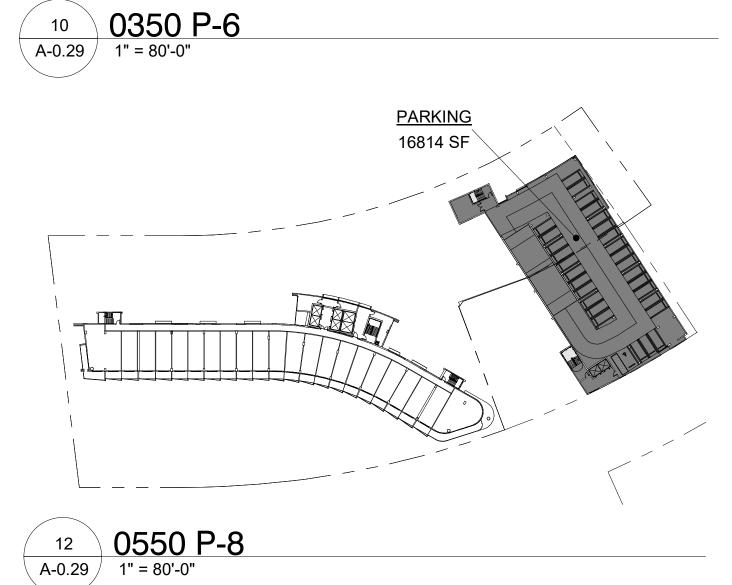












	GARAGE 16817-SF
13 0650 P-9	

Level         Area           000 P-1         24,601 SF           050 P-2         2,241 SF           100 LEVEL         23,828 SF           150 P-3         6,251 SF           200 LEVEL         44,312 SF           250 P-5         1,130 SF           300 LEVEL         21,615 SF           400 LEVEL         15,777 SF           500 LEVEL         15,777 SF           600 LEVEL         15,777 SF           700 LEVEL         15,777 SF
000 P-1 24,601 SF 050 P-2 2,241 SF 100 LEVEL 23,828 SF 150 P-3 6,251 SF 200 LEVEL 44,312 SF 250 P-5 1,130 SF 300 LEVEL 21,615 SF 400 LEVEL 15,777 SF 600 LEVEL 15,777 SF
050 P-2       2,241 SF         100 LEVEL       23,828 SF         150 P-3       6,251 SF         200 LEVEL       44,312 SF         250 P-5       1,130 SF         300 LEVEL       21,615 SF         400 LEVEL       15,777 SF         500 LEVEL       15,777 SF         600 LEVEL       15,777 SF
050 P-2       2,241 SF         100 LEVEL       23,828 SF         150 P-3       6,251 SF         200 LEVEL       44,312 SF         250 P-5       1,130 SF         300 LEVEL       21,615 SF         400 LEVEL       15,777 SF         500 LEVEL       15,777 SF         600 LEVEL       15,777 SF
100 LEVEL 23,828 SF 150 P-3 6,251 SF 200 LEVEL 44,312 SF 250 P-5 1,130 SF 300 LEVEL 21,615 SF 400 LEVEL 15,777 SF 500 LEVEL 15,777 SF 600 LEVEL 15,777 SF
150 P-3 6,251 SF 200 LEVEL 44,312 SF 250 P-5 1,130 SF 300 LEVEL 21,615 SF 400 LEVEL 15,777 SF 500 LEVEL 15,777 SF 600 LEVEL 15,777 SF
200 LEVEL 44,312 SF 250 P-5 1,130 SF 300 LEVEL 21,615 SF 400 LEVEL 15,777 SF 500 LEVEL 15,777 SF 600 LEVEL 15,777 SF
250 P-5 1,130 SF 300 LEVEL 21,615 SF 400 LEVEL 15,777 SF 500 LEVEL 15,777 SF 600 LEVEL 15,777 SF
300 LEVEL 21,615 SF 400 LEVEL 15,777 SF 500 LEVEL 15,777 SF 600 LEVEL 15,777 SF
400 LEVEL       15,777 SF         500 LEVEL       15,777 SF         600 LEVEL       15,777 SF
500 LEVEL 15,777 SF 600 LEVEL 15,777 SF
600 LEVEL 15,777 SF
700 LEVEL 15 777 SE
10,777 61
800 LEVEL 15,777 SF
900 LEVEL 15,777 SF
000 LEVEL 15,777 SF
100 LEVEL 15,777 SF
200 LEVEL 15,777 SF
400 LEVEL 15,777 SF
500 LEVEL 15,777 SF
COOF LEVEL 2,009 SF

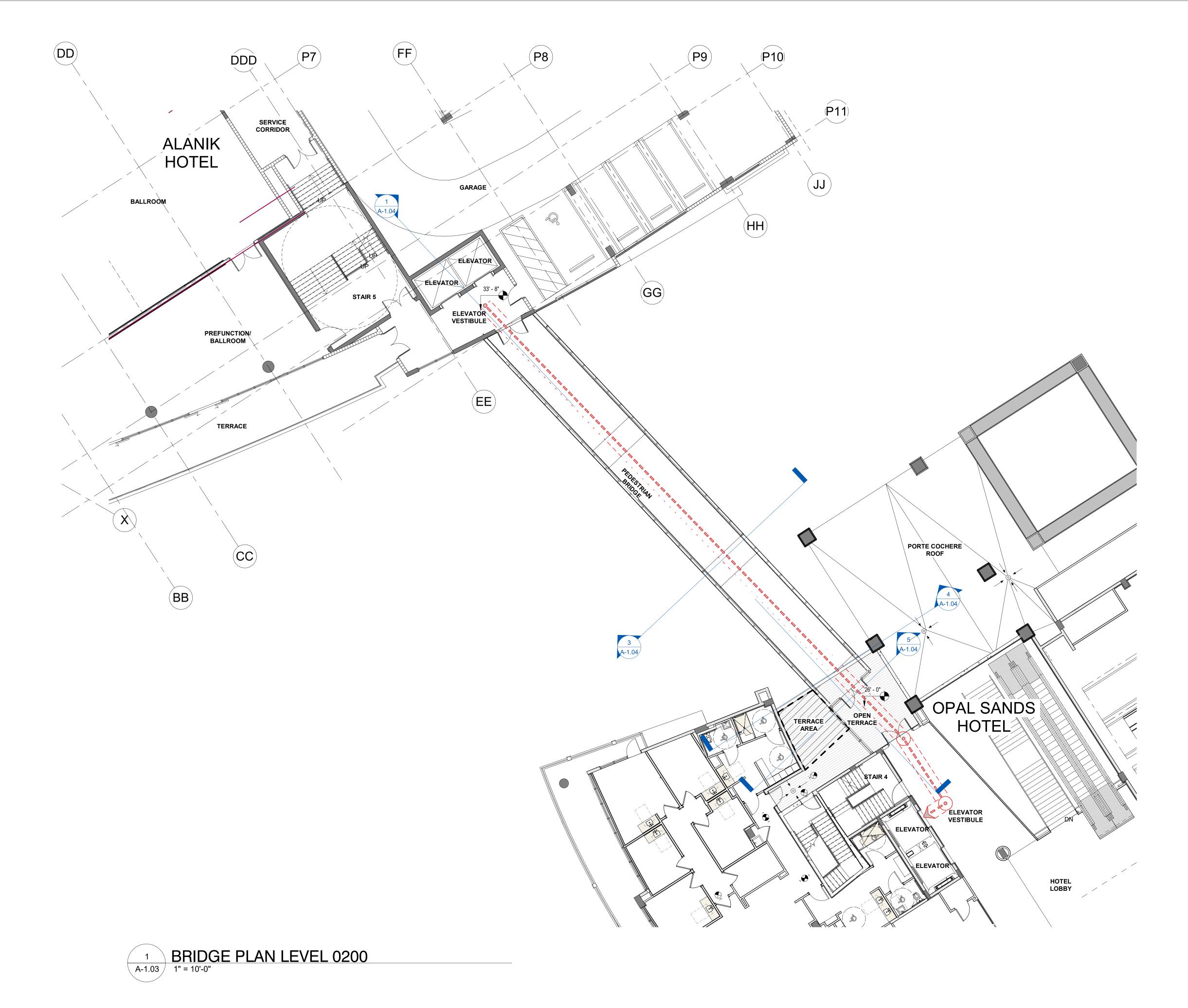
299,533 SF

7 0300 LEVEL A-0.29 1" = 80'-0"

GROSS AREA CALCULA	TION TENTONES
Level	Area
0000 P-1	3,707 SI
0100 LEVEL	19,825 SI
0200 LEVEL	3,550 SI
0300 LEVEL	9,051 SI
0400 LEVEL	2,497 SI
0500 LEVEL	2,637 SI
0600 LEVEL	2,637 SI
0700 LEVEL	2,637 SI
0800 LEVEL	2,637 SI
0900 LEVEL	2,637 SI
1000 LEVEL	2,637 SI
1100 LEVEL	2,637 SI
1200 LEVEL	2,637 SI
1400 LEVEL	2,637 SI
1500 LEVEL	2,637 SI
	64.997 SI

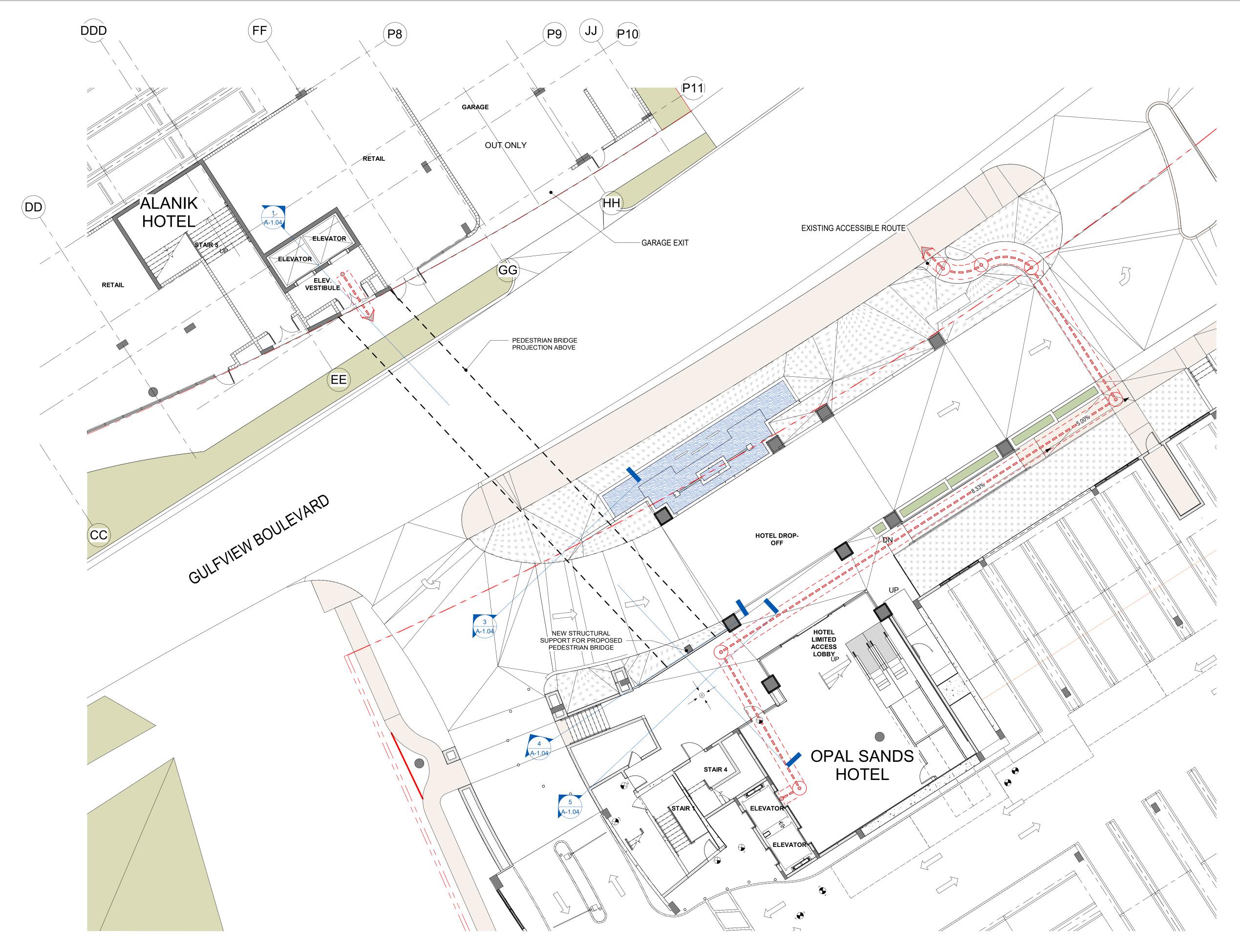
GROSS AREA CALCULATION - PARKING		
Level	Area	
0000 P-1	63,454 SF	
0050 P-2	34,457 SF	
0150 P-3	34,081 SF	
0200 LEVEL	15,458 SF	
0250 P-5	15,945 SF	
0350 P-6	16,808 SF	
0450 P-7	16,780 SF	
0550 P-8	16,814 SF	
0650 P-9	16,817 SF	
	230,613 SF	



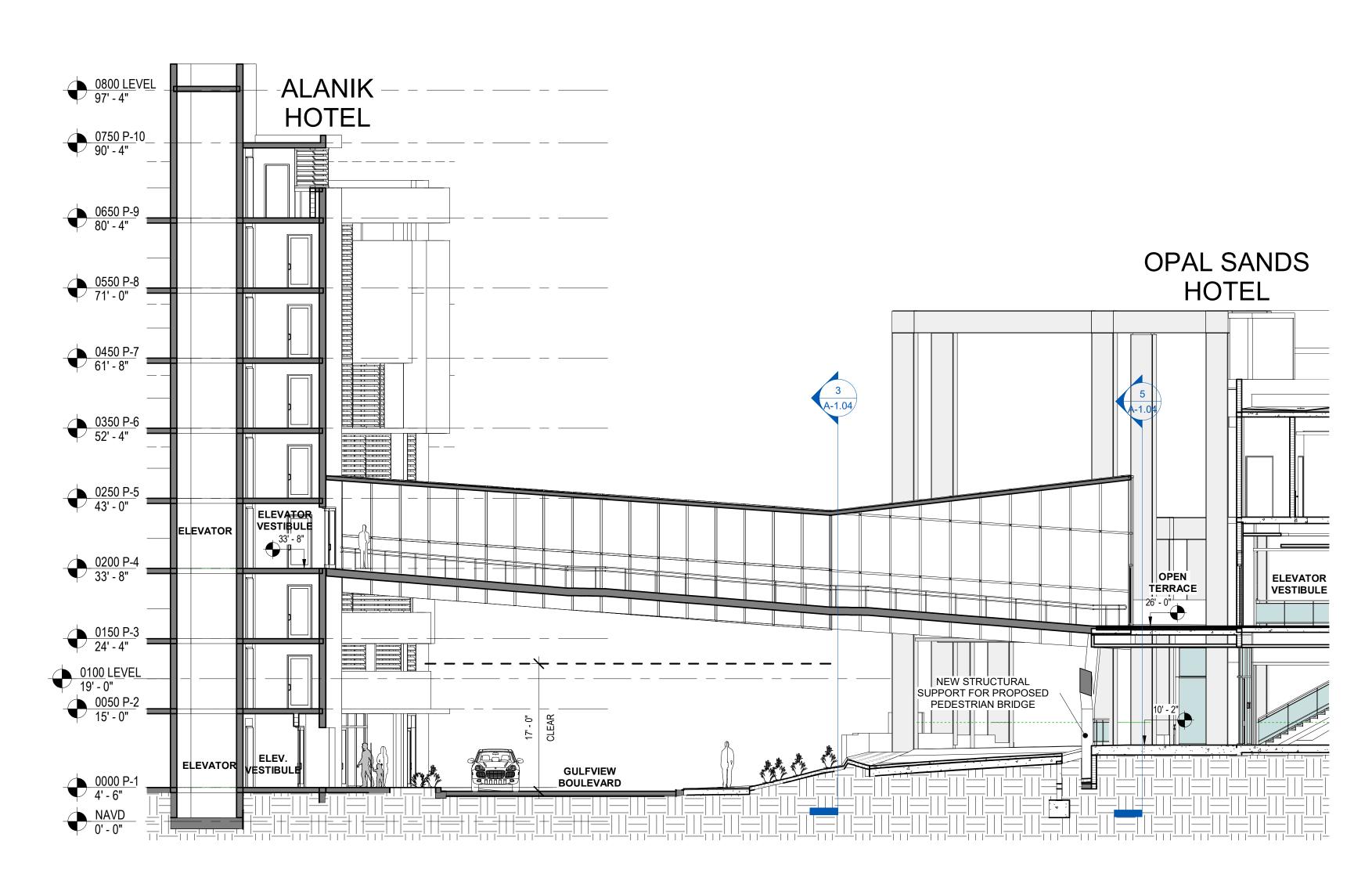


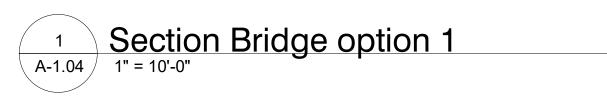


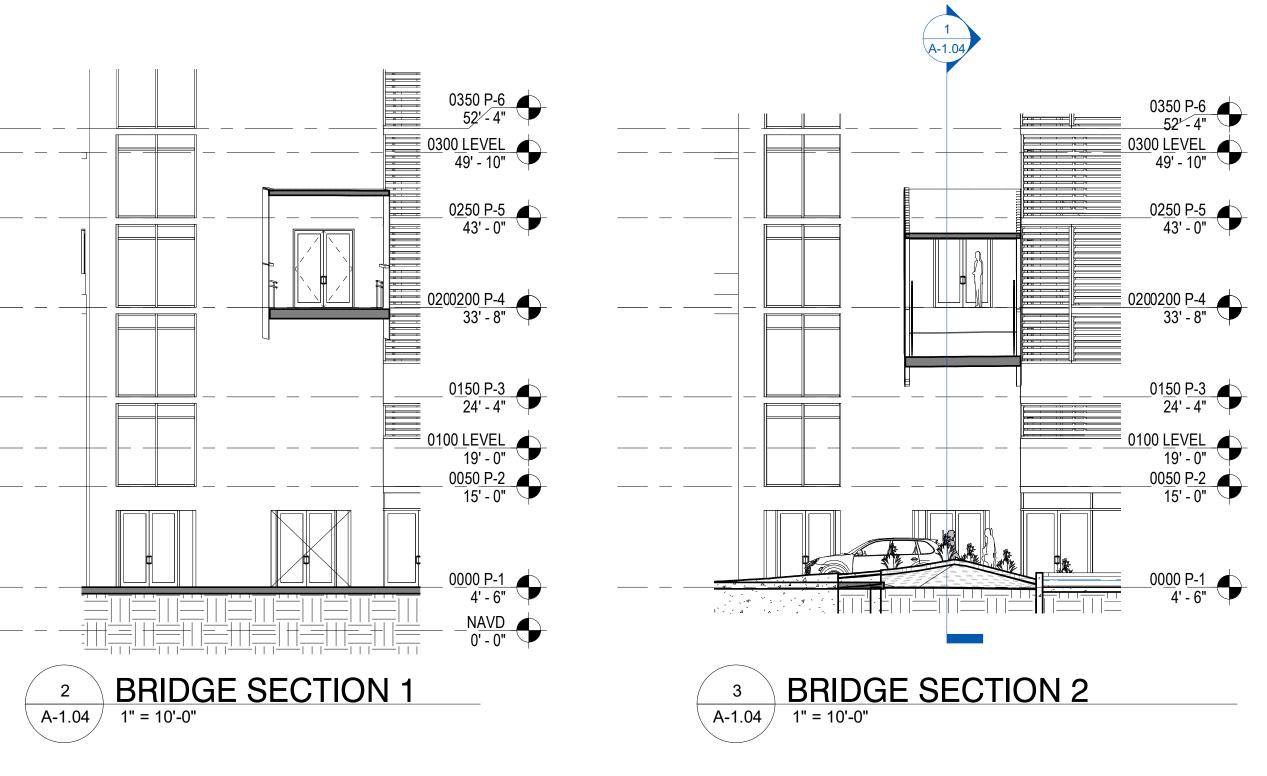


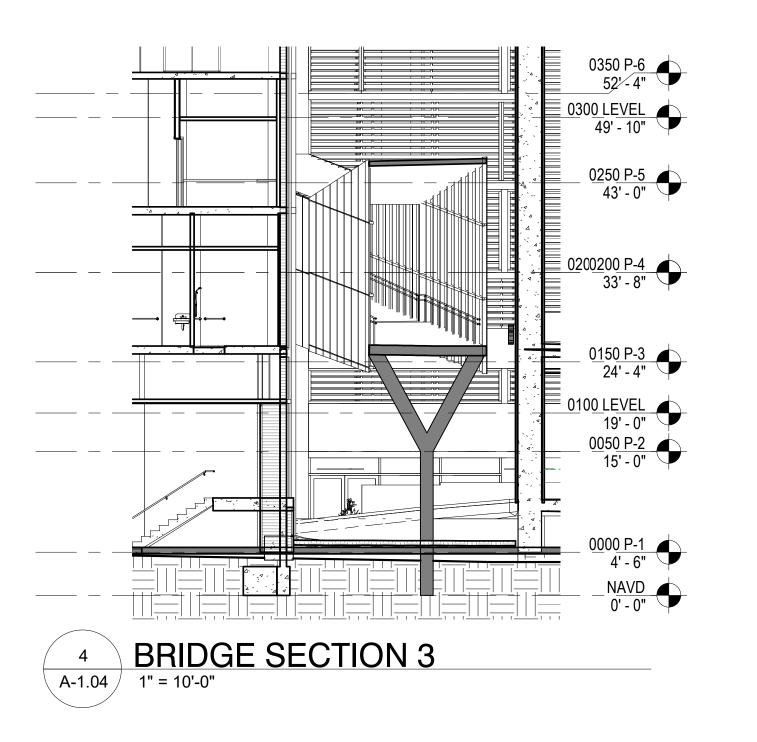


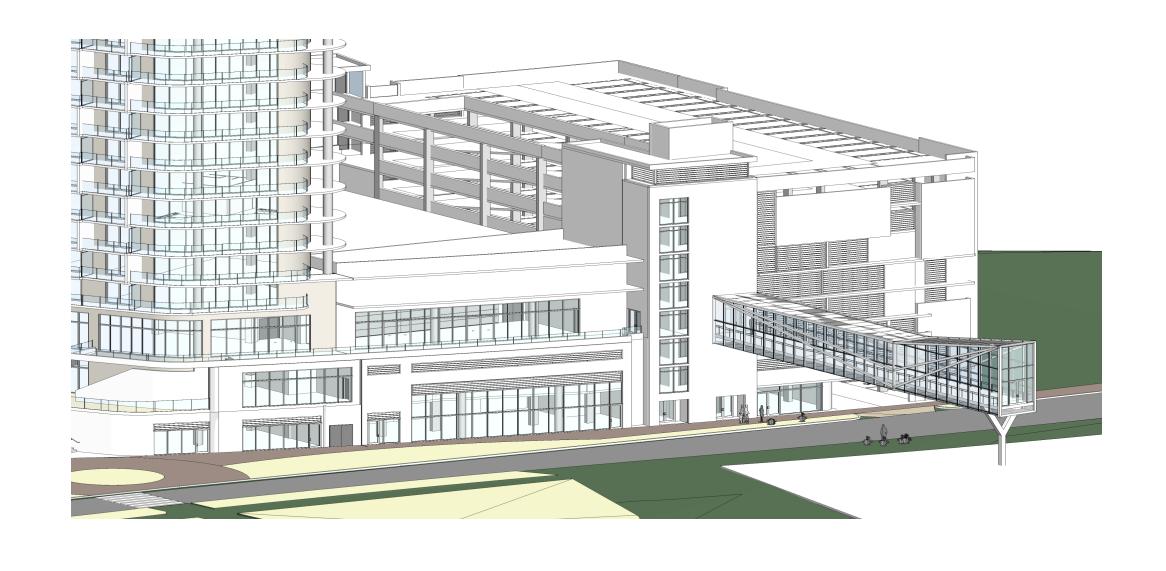


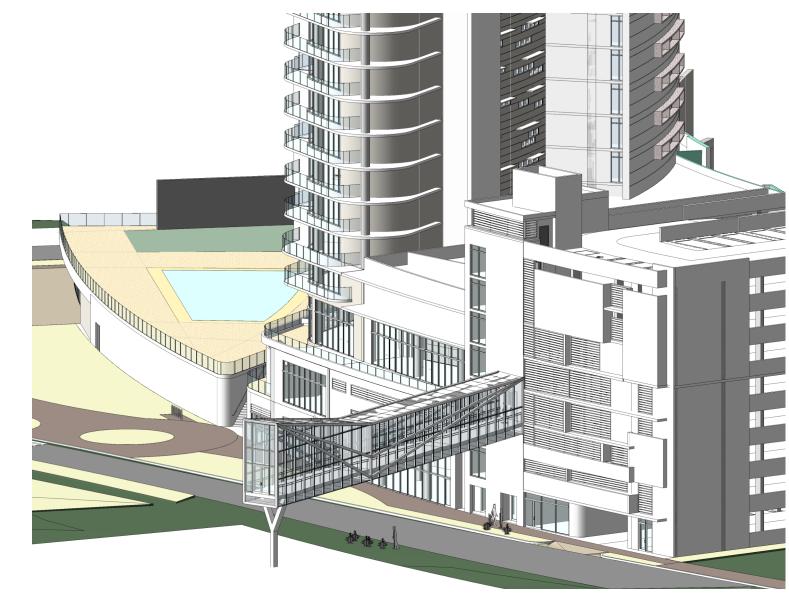


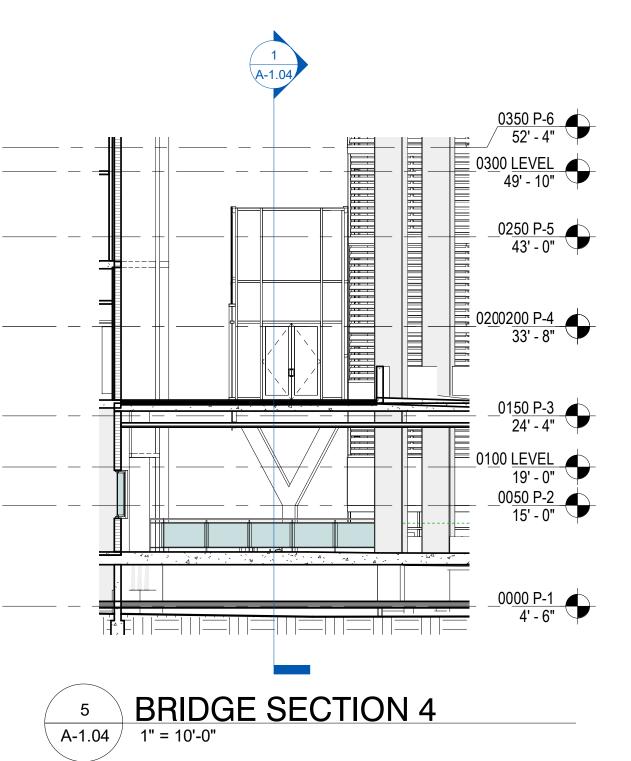




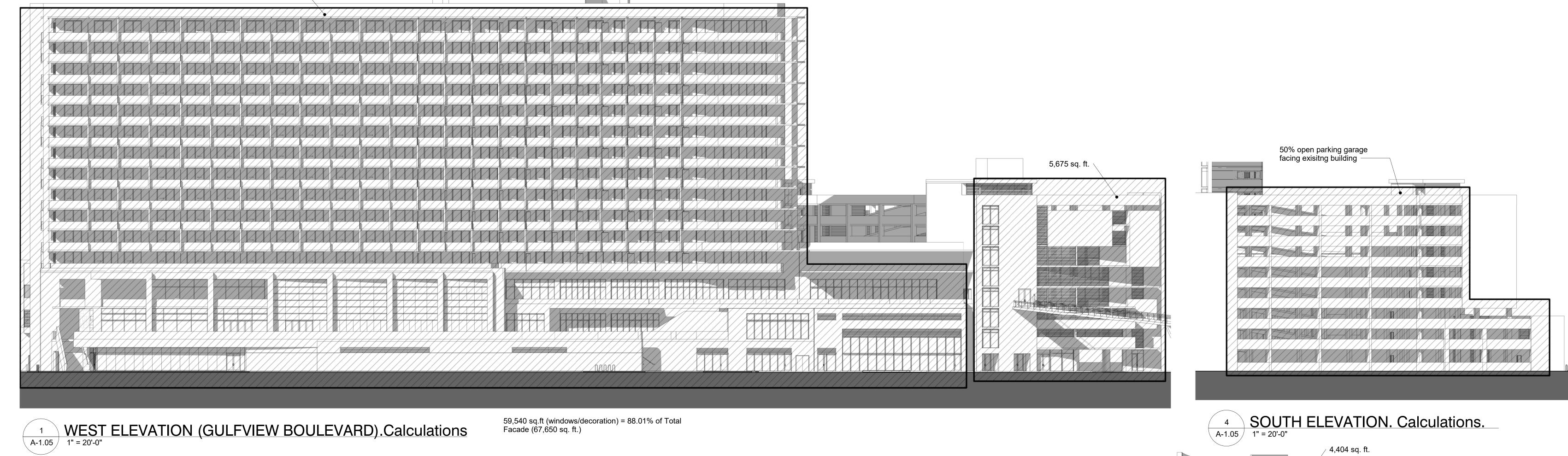






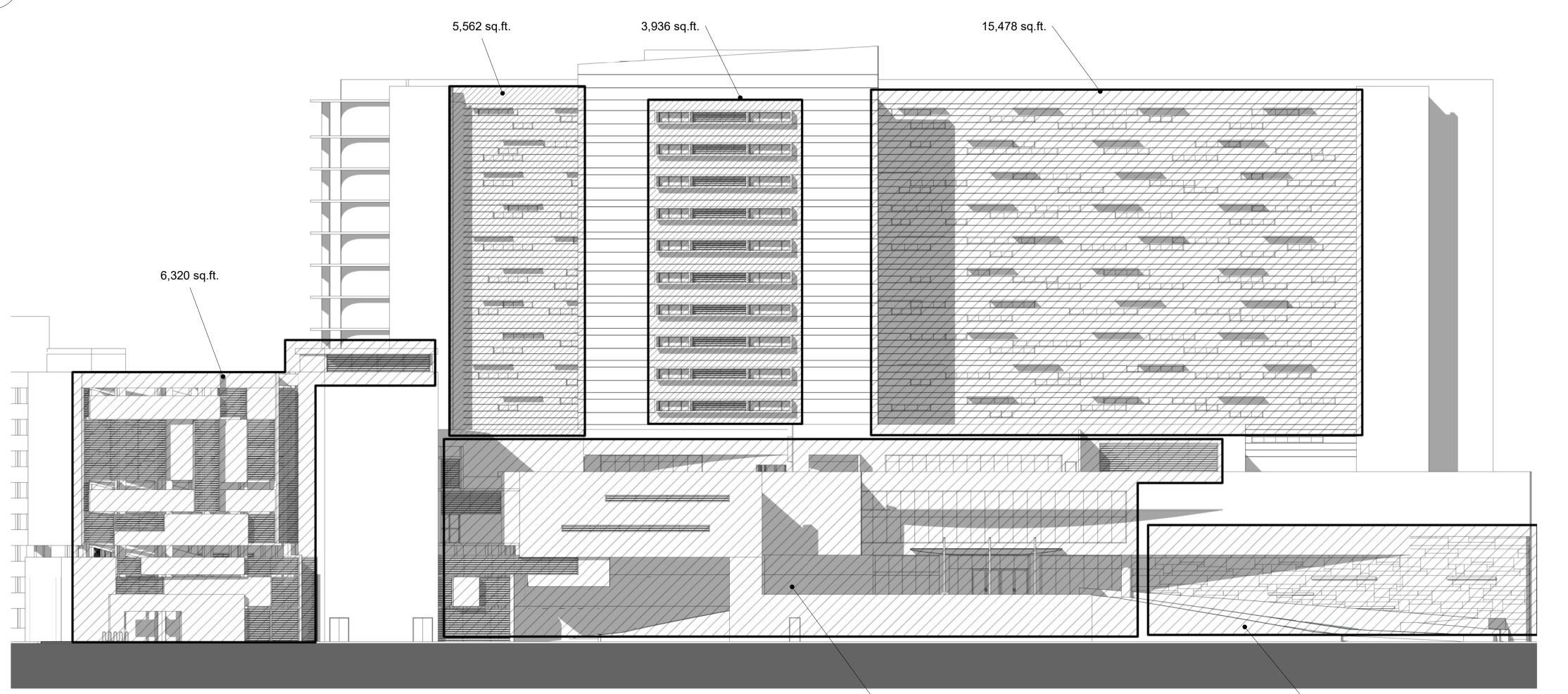


ALANIK HOTEL



41,784 sq.ft (windows/decoration) = 60.93% of Total Facade (67,650 sq. ft.)

3,225 sq.ft.



EAST ELEVATION (CORONADO DRIVE). Calculations

1" = 20'-0"

NICHOLS BROSCH WURST WOLFE & ASSOCIATES, INC.

6,699 sq.ft.

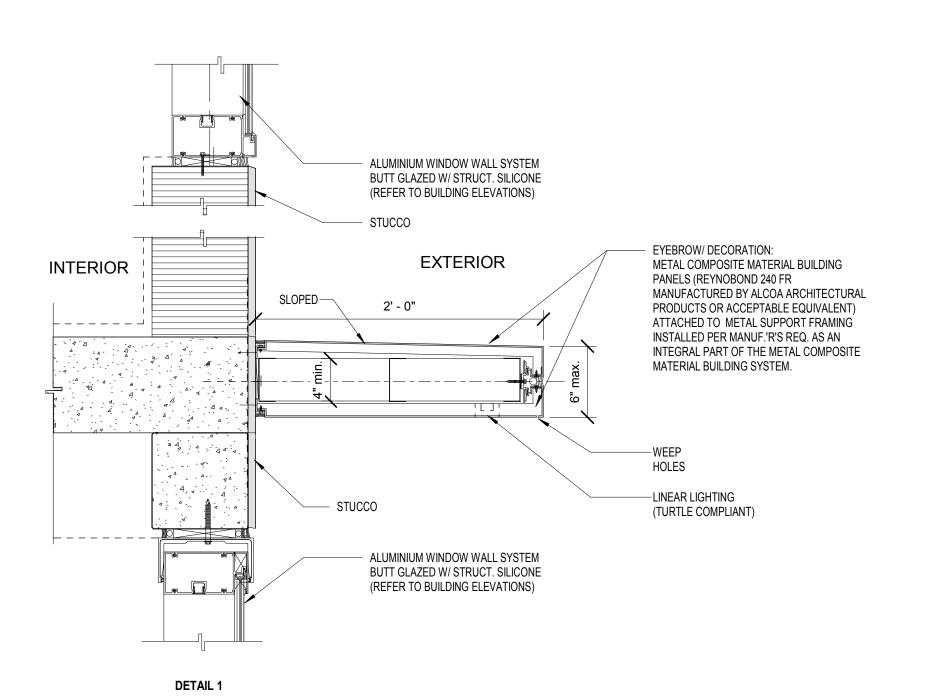
53,865 sq.ft.

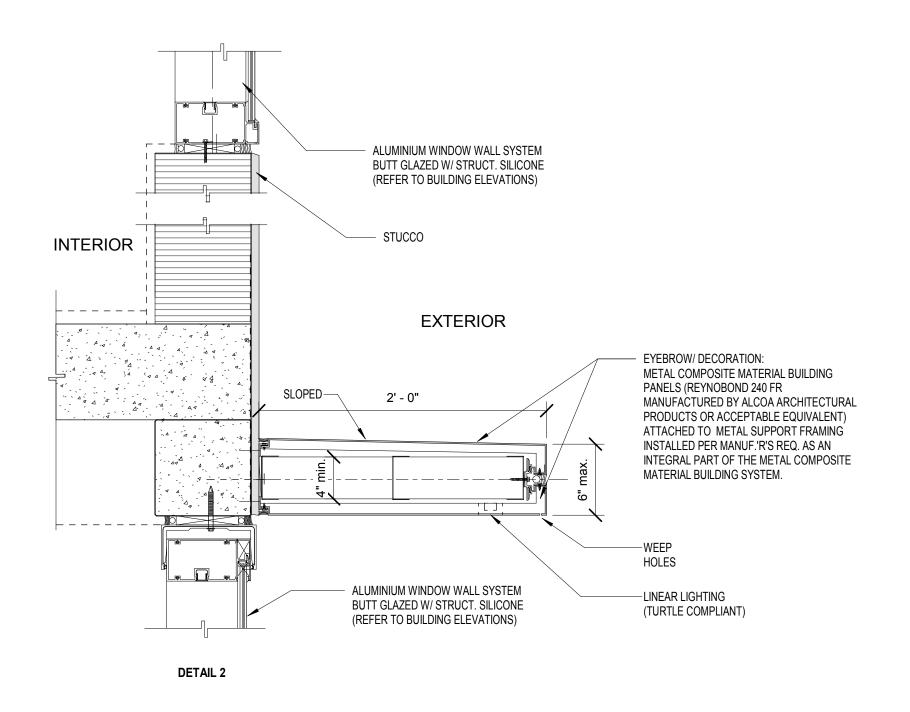
8,496 sq.ft (windows/decoration) = 78.20% of Total Facade (10,864 sq. ft.) 1,884 sq. ft. 2,208 sq. ft.

ALANIK HOTEL

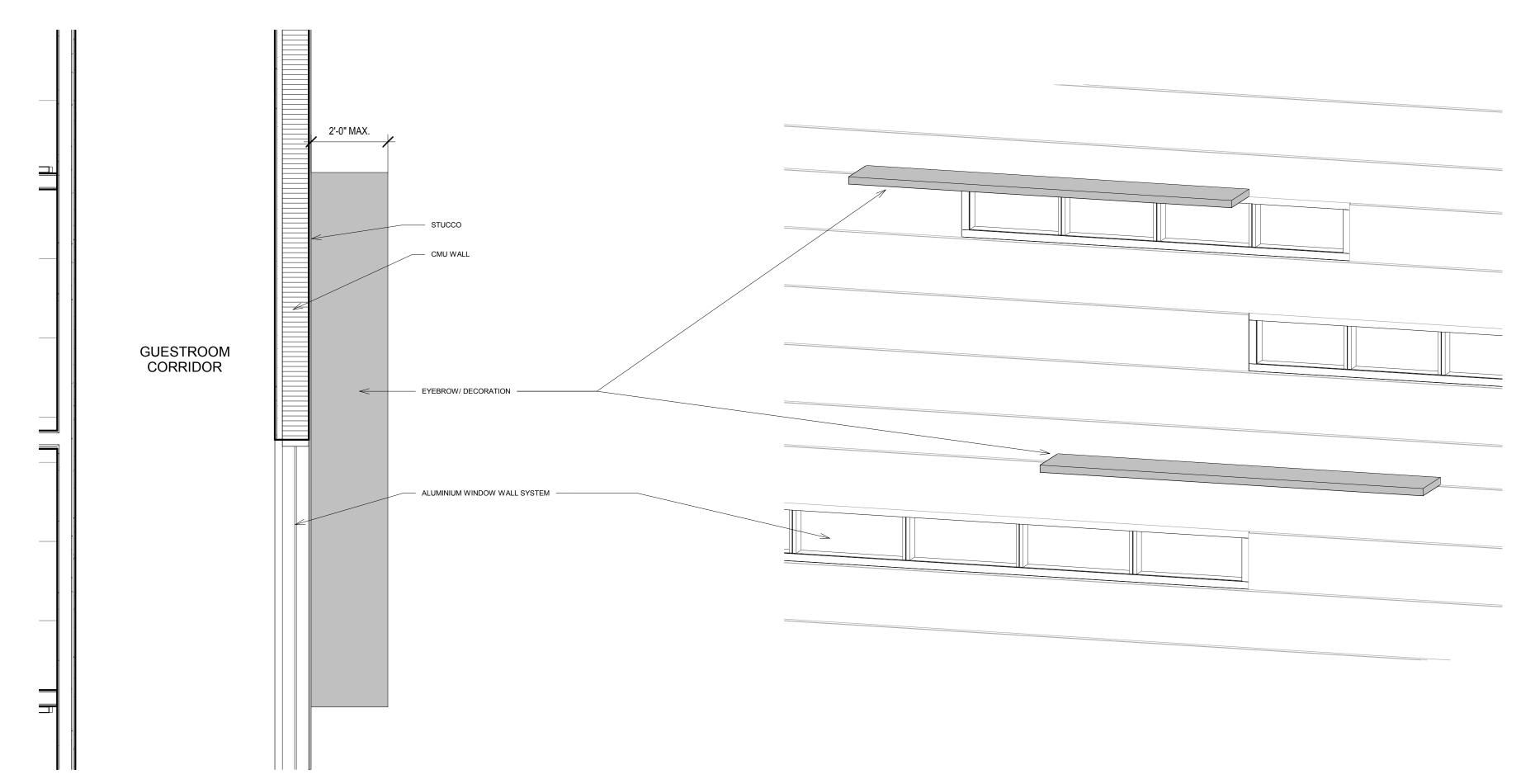
NORTH ELEVATION (5th STREET). Calculations.

A-1.05





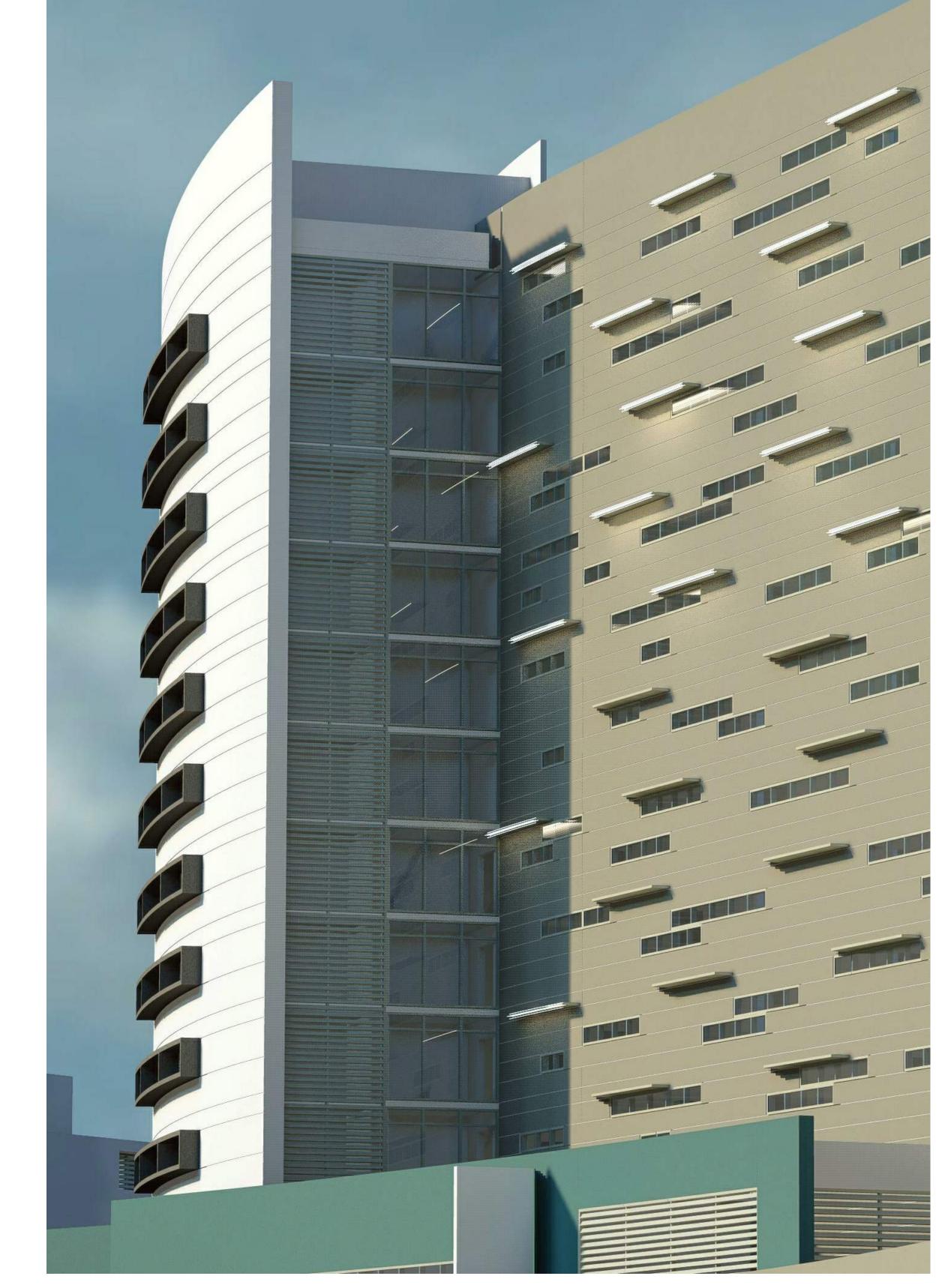
1 EYEBROW/DECORATION SECTIONAL DETAILS
1 1/2" = 1'-0"





NICHOLS BROSCH WURST WOLFE & ASSOCIATES, INC.







# Exhibit "E" Special Conditions of Site Plan Approval Pedestrian Bridge Construction Plans and Procedures

# Exhibit "E" Special Conditions of Site Plan Approval Pedestrian Bridge Construction Plans and Procedures

Prior to permit, the Developer or Owner's selected civil engineer will provide an MOT plan that shall follow FDOT's MOT Design Standards, Index 600's and provide a detour map if a full road closure is necessary. Prior to beginning construction, the selected general contractor will apply for a ROW permit which will include a detailed MOT plan with dates and times of roadway/sidewalk closures. The selected contractor will notify traffic engineering 48 hours prior to the actual closure. At minimum, the Contractor will provide a flagman to direct traffic when S. Gulfview is partially or fully closed.

### **Ongoing Maintenance Obligation**

The pedestrian bridge shall be inspected on a regular basis, as provided for herein, to verify that all user safety related elements are in serviceable condition and written yearly inspection reports shall be submitted by the Developer to the City. The cost of all inspections and all inspection reports shall be paid for by the Owner of the Bridge (which shall be the owner or developer of the Property). All inspection reports shall be submitted to the City within the month of January, as required. Such reports shall be prepared with the following standards:

- I. User Safety. The bridge shall be inspected by a Florida licenses professional engineer on a regular basis, a minimum of once every three years, to verify that all user safety related elements are in serviceable condition. Areas to inspect include:
  - A. All guardrails, handrails, rub rails, toe plates; fencing, pickets and other features intended for user safety should be checked to ensure they have not been structurally compromised. There should be no sharp edges, burns, protrusions or other abnormalities that could result in bodily injury to the user.
  - B. Deck surfaces should be kept free of foreign objects and inspected to verify that no damage has occurred that might present a trip or slip hazard.
- II. Structural Integrity. At least one inspection shall be performed no less than once every three years by a Florida licensed professional engineer to ascertain the structural condition of the bridge. This visual inspection should include:
  - A. General inspection for damage that might have been caused from impact. This might include damage to the ends of the bridge from maintenance or other vehicles or in the case of a bridge spanning a roadway, damage to the bottom of the underside or bottom chords.
  - B. Welds between verticals, diagonals and chords should be inspected for any sign of cracking.
  - C. Check for any significant corrosion or pitting metal surfaces. Trapped debris in the joints of the structure could lead to crevice corrosion and should be kept clean.
  - D. Check abutments for any damage to include cracking of concrete scouring from water flow, etc.
  - E. Check anchor bolts for possible damage and to verify they are secure. Inspect bearing plates to verify they are functioning properly. Bearing plate bolt slots should be

kept free of debris for intended use as expansion joints for the bridge.

F. If the bridge contains spliced members, the bolts should be examined to verify no damage exists, excessive corrosion has not occurred to the metal in way of the bolt and they are secure.

### III. Daily Maintenance

Pick up all trash/debris Sweep bridge of all foreign material (i.e. sand, dirt, etc.,)

#### IV. Monthly Maintenance

Pressure washing of bridge surface Removal of gum or other foreign materials that are stuck to the bridge surface.

- V. The City shall have the right to remove the pedestrian bridge and its fixtures for a municipal purpose as determined by the City, in its reasonable discretion and after an opportunity to be heard. The municipal purpose can include, but is not limited to, maintaining, repairing, installing paved surfaces within the right of way, utility infrastructure, and stormwater infrastructure which cannot be completed with the pedestrian bridge in place. The bridge and its fixtures will be subject for removal if the Bridge's owner fails to submit safety and structural integrity reports to the City within the specified time frame. The Bridge and its fixtures will also be subject of removal if the Bridge's owner fails to maintain the aesthetics of the exterior surfaces consistent with the plans approved herein. In the event the bridge is removed under this provision, any easement for air rights shall terminate upon removal.
- VI. INDEMNIFICATION CLAUSE. Subject to Florida Statute 768.28, the Developer hereby indemnifies and holds harmless the City, its successors and assigns, and its/their directors, officers, employees, agents, stockholders, and affiliates, from and against any and all claims, demands, costs and expenses, including attorney's fees for injury, death, and damage brought in connection with the construction, maintenance, or use of the Pedestrian Bridge by the general public at large; provided, however, that such indemnification and hold harmless agreement shall not relieve of any willful or wanton acts by the City or those under the authority or control of the City. Neither Party will settle any claim or action without first obtaining the written consent of the other Party. The Developer and the City expressly warrant and agree that this indemnification and hold harmless agreement is only effective upon issuance of a Certificate of Occupancy for the project described in the Second Amendment. Nothing contained herein is intended to serve as a waiver by the City of its sovereign immunity, to extend the liability of the City beyond the limits set forth in Section 768.28, Florida Statutes, or be construed as consent to be sued by third parties.