

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (the “**Agreement**”) made and entered into this ____ day of _____, 2022, by and between the **CITY OF MADEIRA BEACH**, a municipal corporation of the State of Florida (the “**City**”), **JJB PROPERTY HOLDINGS LLC**, a Florida limited liability company (the “**Developer**”) and **SELENSKI RENTALS, LLC**, a Florida limited liability company (the “**Owner**”), the foregoing sometimes being individually referred to herein as a “**Party**” or collectively as the “**Parties**”.

RECITALS

A. The Developer is the lessee, contract purchaser and proposed developer of those certain parcels or lots located within the City of Madeira Beach, Pinellas County, Florida, hereinafter collectively referred to as the “**Properties**” the same being depicted and legally described on **Exhibit A** attached hereto and made a part hereof as if fully set forth herein. For purposes hereof, those parcels or lots located west of Gulf Boulevard are sometimes referred to as the “**West Parcels**” and those parcels or lots located east of Gulf Boulevard are sometimes referred to as the “**East Parcels**”. The address and Pinellas County Parcel Identification Numbers for the Properties are set forth on **Exhibit A** hereof.

B. The Owner is the holder of fee simple title to the Properties and joins in this Agreement for purposes of consenting to and approving of the terms and conditions set forth herein.

C. The Developer desires to develop the Properties consistent with the amended concept plan attached hereto as composite **Exhibit B** (“**Concept Plan**”) and made a part hereof as if fully set forth herein.

D. The Properties consist of approximately 49,470 square feet of land area and have a land use designation of Resort Facilities Medium, Residential/Office/Retail and Residential Medium, and zoning district designations of Planned Development pursuant to Ordinance 2021-01 which amended the zoning designation from Medium Density Multifamily Residential (“**R-3**”), Retail Commercial (“**C-3**”) and Medium Density Multifamily Residential (**R-2**).

E. The Florida Local Government Development Agreement Act, Florida Statutes §§163.3220 – 163.3243, (the “**Act**”), authorizes local governments to enter into development agreements with developers to encourage a stronger commitment to comprehensive and capital facilities planning, to ensure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic cost of development and to provide certainty to developers in the approval of development and assurances that they may proceed in accordance with existing laws and policies, subject to the conditions of such development agreements.

F. Such development agreements strengthen the public planning process, encourage sound capital improvements planning and financing, assist in assuring there are adequate capital facilities for the development, encourage private participation and comprehensive planning and reduce the cost of development.

G. Upon approval of Ordinance 2021-01 (“**Ordinance**”), changing the zoning designation from R-3, C-3 and R-2 to Planned Development (“**PD**”), an appeal, Case No 21-000019-AP, Michael Burke v. City of Madeira Beach, Florida, John A. Bodziak, Architect, AIA, P.A., JJB Property Holdings, LLC and Selenski Rentals, LLC and a Complaint for Declaratory, Injunctive, and Other Relief, Case No. 21-003905-CI , Michael Burke v. City of Madeira Beach were filed challenging the adoption of the Ordinance;

H. The Developer and the City agree that an Agreement is appropriate to memorialize the parties desires as related to the Ordinance and any amendment thereto.

I. The Developer applied to the City to amend the zoning designation for the Properties from Planned Development (“**PD**”) (based upon the validity of Ord. 2021-01) to PD with the amended Concept Plan attached hereto or, from R-3, C-3 and R-2 to PD to facilitate development of the Concept Plan.

J. The Concept Plan contemplates and depicts a mixed-use development consisting of a hotel on the West Parcels and commercial/retail uses together with surface and structured parking on the East Parcels (collectively, the “**Project**”) as permitted by the City’s Comprehensive Plan, the Land Development Regulations , and the approved Redevelopment Plan.

K. The Developer will complete a concurrency evaluation for the Project and determine that public facilities and services are sufficient to serve the Project. Accordingly, upon approval and full execution of the Agreement, the Developer shall permit the water, wastewater and reclaimed water through Pinellas County (the “**County**”); permit the stormwater water management system through the Southwest Florida Water Management District (“**SWFWMD**”), and permit the solid waste, recreation and open space capacity through the City.

L. A Composite Traffic Assessment by Gulf Coast Consulting, Inc. and dated June 11, 2021 and updated on November 2, 2021 has been prepared on behalf of the Developer and provided to the City. The aforesaid transportation analysis demonstrates and confirms that the Project will not lower the transportation levels of service.

M. Access to and from the Project and the adjacent public right-of-way known as Gulf Boulevard is subject to approval by the Florida Department of Transportation (“**FDOT**”). The Developer shall be responsible for obtaining any and all permits or approvals from FDOT to connect with Gulf Boulevard and shall be responsible, at its sole expense, for constructing or installing any and all improvements required by FDOT as a part thereof, including, without limitation the removal and/or relocation of existing curb cuts and/or sidewalks (herein, the “**FDOT Improvements**”), all of which shall be performed and completed in accordance with FDOT standards, as part of the development of the Project.

N. The development rights of the Project are subject to the conditions of the development rights approval as set forth below.

O. The City has determined that the Concept Plan is consistent with the City’s comprehensive plan and land development regulations, subject to certain conditions, as provided for herein.

P. The City and the Developer acknowledge and agree that the Project and improvements shall be constructed in a single phase consistent with the Concept Plan. For clarification purposes, the Project shall include: (i) the demolition of existing improvements located upon the West Parcels and the construction of a eight (8) story hotel building [seven (7) stories over parking, inclusive of the rooftop amenity level] consisting of fifty-three (53) transient accommodation units and three (3) residential units and related infrastructure and improvements thereon (collectively, the “**Hotel**”); and (ii) the demolition of existing improvements located upon the East Parcels and the construction of a one (1) story retail structure located on the East Parcels (the “**Retail Building**”) which shall be integrated into a three (3) story parking deck/structure thereover (the “**Parking Deck**”) to provide parking for all improvements which are part of the Project. The existing three-unit triplex located on the East Parcels is proposed to be demolished and used as open space and necessary stormwater retention.

Q. The Developer shall be allowed to substitute retail/commercial space for restaurant space and restaurant space for retail/commercial space for as long as the combined uses do not exceed the total permitted Floor Area Ratio (FAR) and density for the underlying land use and such uses comply with the City's minimum parking requirements.

R. In consideration of (i) the City's finding that public facilities and services are sufficient to serve the Project, (ii) the Developer's commitment and obligation to complete the FDOT Improvements, and (iii) the Developer's compliance with all of the conditions and obligations as set forth in this Agreement, the Developer shall be entitled to apply for and obtain building permits and receive certificates of occupancy for development of the Project.

S. The Development Rights set forth in this Agreement approval are subject to the following conditions:

- (1) Approval of this Agreement by the City Commission, execution hereof by the City, Owner and the Developer and recording of the same in the Official Public Records of Pinellas County, Florida.
- (2) Acquisition of the Properties by the Developer from the Owner within ten months after the Effective Date of this Agreement.
- (3) Where necessary to accommodate proposed development, the Developer, at its sole expense, shall be responsible for the removal and/or relocation of any and all existing public utilities located on the Properties, including the granting of easements located outside the building footprint as may be required. This is regardless of whether the public utilities are known at the time of site plan approval or discovered subsequent to such approval. Any required relocation will be subject to approval from the City's and/or County's (as applicable) respective Public Works Department.
- (4) All construction associated with the Project shall be subject to the requirements of the Florida Building Code, City's land development regulations, the Florida Fire Prevention Code, all other technical codes adopted by the City and FEMA in existence at the time of building permit approval.
- (5) All on-site construction activities related to erosion control shall be applied as required by the National Pollution Discharge Elimination System, SWFWMD and the City's Code of Ordinances.
- (6) Proof of SWFWMD Environmental Resource permit approval or exemption of the drainage requirements is required prior to a Certificate of Occupancy being issued by the City for any portion of the Project.
- (7) Proof of FDOT Drainage Connection permits required prior to a Certificate of Occupancy being issued by the City for any portion of the Project.
- (8) Final approval of the City's engineer of the civil and utility site plan and construction plans prior to building permits being issued by the City for any portion of the Project.
- (9) Final approval of the City's Public Works Department of the plans for solid waste

collection prior to building permits being issued by the City for any portion of the Project.

- (10) Final approval of the City's Fire Chief of the site plan as it relates to fire code issues prior to building permits being issued by the City for any portion of the Project.
- (11) Final approval of the Community Services Department and the City's civil engineer for the site's compliance with the site plan requirements of Article II of Chapter 110 of the Land Development Code prior to issuance of a Certificate of Occupancy by the City for any portion of the Project.
- (12) Receipt by the Developer of all necessary permits and approvals from FDOT and construction of the FDOT Improvements prior to a Certificate of Occupancy being issued by the City for any portion of the Project.
- (13) The Parking Deck shall be constructed prior to a Certificate of Occupancy being issued for the Hotel and/or the Retail Building and the Developer shall have obtained final approval of the parking count which shall be dependent upon the mix of uses but no less than that which is required by the Code's minimum parking standards.
- (14) The Developer executing and recording a Unity of Title instrument declaring the West Parcels and East Parcels to be unified as an indivisible building and development site; provided, however, the foregoing shall not preclude or prohibit the Developer from subjecting the Properties to a condominium form of ownership (including, without limitation, a land condominium), to provide for the continued cooperative operation and maintenance of the Project.
- (15) No development will be conducted west of the Coastal Construction Control Line (CCCL) except for approved dune walkovers; provided, however, the foregoing shall not preclude the placement and use of portable/non-permanent lounge-type chairs and cabanas or tents west of the CCCL by the Project's hotel. The portable/non-permanent lounge-type chairs and cabanas or tents may only be placed in the 20 feet east of the Mean High Water Line and not extending wider than the property lines from sunrise to one hour after sunset. Non-hotel guests will have access to the restaurant of the hotel, but full restaurant services will not be extended to the beach, and no tables or standard chairs or picnic tables and seating will be allowed. The development must comply with Chapter 42 Article III Beach Debris of the Madeira Beach Code of Ordinances. Placement and use of portable/non-permanent cabanas and lounge-type chairs shall not be within ten feet of any dune system or nesting turtles. The Developer shall enter into a separate recordable form restrictive covenant in favor of the City (to be recorded at the time of recording of the development agreement) setting forth the aforesaid use restrictions. The form of the restrictive covenant is attached hereto as **Exhibit C**. Outdoor uses and activities are allowed for the East Parcels, in accordance with land use designation and all city ordinances in effect at the time.
- (16) No activity involving amplified sound shall be conducted exterior to or upon the rooftop amenity level or pool deck of the Hotel; provided, however, the foregoing shall not preclude the use of music in connection with the rooftop amenity level or

pool deck of the Hotel so long as the music is directed toward the west (beach) and is otherwise baffled to prevent that sound from traveling to the north, south or east of the hotel building. The Developer shall enter into a separate recordable form restrictive covenant in favor of the City (to be recorded at the time of recording of the development agreement) setting forth the aforesaid use restrictions. The form of the restrictive covenant is attached hereto as **Exhibit C**. Outdoor uses and activities are allowed for the East Parcels, in accordance with land use designation and all city ordinances in effect at the time.

- (17) The Developer, at its sole expense, shall provide upgraded sidewalks along those boundaries of the East Parcels which front a public right-of-way (to the extent that the same do not currently exist), which shall be designed in accordance with ADA requirements.
- (18) The Developer, at its sole expense, shall mill and resurface the roadway on 145th Avenue and 146th Avenue from Gulf Boulevard to the eastern property limits, to meet city construction specifications and provide sidewalk and landscape improvements consistent with the Concept Plan.
- (19) Final approval from the City's Community Services Department and the City's engineer of the Developer's traffic circulation plan to be submitted with the site plan.
- (20) The Developer shall comply with the conditions set forth in the Planned Development (PD) Ordinance 2022-01 adopted on February 9, 2022, unless expressly modified herein.

FOR AND IN CONSIDERATION of the mutual promises made and agreed to be kept hereunder and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the approval of certain uses by the City and conditioned on the performance in all respects of this Agreement by each of the parties, it is hereby agreed between the parties as follows:

THE AGREEMENT BETWEEN THE PARTIES

1.0 Recitals. The foregoing recitals are true and correct and are incorporated herein by reference. All exhibits to this Agreement are incorporated by reference and deemed to be part hereof.

2.0 Authority. This Agreement is authorized by Section 163.3220, et seq. Florida Statutes (2020) and Sections 86-141 through 86-149 of the Code of Ordinances of the City.

3.0 Effective Date. This Agreement shall be effective as of the day after it is fully executed and recorded in the Pinellas County public records ("**Effective Date**"). In the event that there is an appeal or legal proceeding challenging this Agreement or challenging the other matters affecting the purpose, intent, or the rights of the Developer or the City to develop the Properties as contemplated hereby, the Effective Date of this Agreement shall be extended and shall commence upon the conclusion of such litigation, including appeals and upon all rights of appeal having expired. In the event that a Court decision materially changes any aspect of this Agreement or has made the performance of a portion of this Agreement impossible or unacceptable to one of the parties, either party may choose to terminate this Agreement upon thirty (30) days written notice to the other party and the parties shall assist each other in returning each party to the positions and legal status that it enjoyed immediately prior to the date of the entry into this Agreement; or, alternatively, the parties shall work together to restore the material benefit if such is reasonably possible.

3.1 In the event that this Agreement is subject to termination pursuant to the provisions hereof, either party may record an affidavit signed by all parties hereto or their respective successors and assigns in the Public Records of Pinellas County, Florida reflecting that such termination has occurred. The party recording such affidavit shall send a copy of the recorded affidavit to the other party and this Agreement shall be terminated and shall be deemed void and of no further force and effect. In the event that the Developer's fee simple title is encumbered by any mortgages, liens or other rights of third persons which are not subordinated to the terms, conditions, covenants and restrictions set forth in this Agreement, said third party encumbrances shall be of no force and effect as to the provisions of this Agreement.

3.2 This Agreement shall be superior to any mortgages, liens or other rights of third Persons. Any mortgages or liens or encumbrances on the Properties created contemporaneously or after the effective date of this Agreement shall be subject to and subordinate to the terms of this Agreement.

3.3 In the event that this Agreement is not executed by the Developer on or before 5:00 P.M. Eastern on the 30th day following the City's approval hereof, this Agreement shall be null and void and of no further force and effect and any development permissions granted pursuant hereto shall no longer be valid.

4.0 Duration of Agreement. This Agreement shall terminate upon the earlier of the following dates: (i) the date on which construction of the Project is complete and issuance of valid Certificates of Occupancy therefor; or (ii) six (6) years from the Effective Date (subject to tolling and/or extension pursuant to Section 252.363, Florida Statutes). So long as there is active construction activity on the Properties consistent with this Agreement, the Agreement shall be deemed effective. In addition, this Agreement and its duration may be extended by mutual agreement of the parties. The recordation of a valid and final Certificate of Occupancy for the Project by any party hereto or their successor in interest shall be conclusive evidence of the termination of this Agreement.

4.1 Notwithstanding anything in the Code to the contrary, the Parties agree that the Developer shall have 6 months from the Effective Date of the Agreement to file an application for final site plan approval for the Project, subject to receipt of written confirmation that the Developer has obtained the necessary permits and approvals from FDOT for any FDOT Improvements required therefor, unless time is otherwise tolled pursuant to the terms herein.

5.0 Third Party Rights. The Parties represent, to their respective best knowledge, that nothing herein is barred or prohibited by any other contractual agreement to which it is a party, or by any Statute or rule of any governmental agency, or any third party's rights or by the rights of contract vendees, lien holders, mortgage holders or any other party with a direct or contingent interest in the Properties, whether legal or equitable. Any lienholder or mortgagee shall have the right to perform any term, covenant or condition and to remedy any default hereunder, and City shall accept such performance with the same force and effect as if furnished by the Developer.

6.0 Law and Ordinance Compliance. The ordinances, policies and procedures of the City concerning development of the Properties that are in existence as of the date that the building permit application is submitted to the City shall govern the development of the Project, and the same shall be in compliance with the applicable regulations of County, State and Federal agencies. No subsequently adopted ordinances, policies, or procedures shall apply to the Project except in accordance with the provisions of Section 163.3233(2), Florida Statutes (2021). Notwithstanding the foregoing, the City shall have the absolute discretion to amend and/or adopt life safety codes such as but not limited to fire codes, that may conflict with the provisions herein or may impose additional burdens on the Developer as is otherwise authorized by State Statutes or the regulations of governmental administrative agencies,

provided that such life safety codes retroactively apply to all development similar to the Project in the City. The Parties agree that such codes may be adopted without any special notice to the Developer and that the Developer shall not be entitled to any special hearing relative to the adoption of such codes. Failure of this Agreement to address a particular permit, condition, term, restriction, or to require a development permission shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions in any matter or thing required under existing Ordinances of the City or regulations of any other governmental agency, or any other entity having legal authority over the Properties. Except as provided in this Agreement, all applicable impact fees, development review fees, building permit fees and all other fees of any type or kind shall be paid by the Developer in accordance with adopted policy and in such amount applicable as they become due and payable.

7.0 No Estoppel. The Parties agree that prior to the approval of this Agreement by the City Commission, the City's interest in entering into this Agreement, the studies, surveys, environmental studies, consultant plans or investigations, the expenditure of substantial funds, the staff approval or recommendation relative to the proposed development and any other act in furtherance of this Agreement, shall not be used by the Developer or its successors in title in any way whatsoever as committing the City legally through a theory of equitable estoppel, action in reliance, or any other legal theory as to the approval of such proposed development in the event that this Agreement is not approved by the City Commission or for any other reason does not take effect in all material respects. The Parties further agree that any and all action by the Developer or its representatives in negotiation of this Agreement, including all acts or expenditures in the implementation of this Agreement or submittals to other governmental bodies shall in no way be deemed to be an action in reliance giving rise to an equitable estoppel.

8.0 No Partnership or Joint Venture. The City and the Developer agree that the matters contained in this Agreement shall under no circumstances constitute a joint venture, partnership or agency between them. No third party shall be deemed to have any beneficial interest in this Agreement or any expectation of benefit or property rights or any other rights of any kind arising from this Agreement.

9.0 Concept Plan. In order to avoid any adverse impacts from the development of the Properties on the abutting property owners and on the residents of the City, the Parties agree that the Properties will be developed in substantial conformance with the Concept Plan as such Concept Plan may be modified by the requirements of other state and county governmental agencies having jurisdiction over the development of the Properties. The use of the Properties after development is the reason that the City Commission exercised its legislative authority and entered into this Agreement. Except as may be authorized by the Parties hereto, any substantial deviation from the commitments made by the Parties herein shall be considered material defaults in this Agreement unless otherwise approved by the City or contemplated herein. The City shall not consent to any substantial modification unless it deems that such is in the best interest of the public and in its discretion in reaching such decision it shall be deemed to be acting in a legislative capacity and within its sole and absolute discretion taking into account the public health, safety and welfare. The following specific requirements shall also be met:

9.1 The Properties shall be developed and landscaped in accordance with the Concept Plan, however, the specific landscaping details shall be determined during the permitting process, consistent with the terms and provisions of the City's Code of Ordinances. The landscaping within the Properties shall be maintained by the Developer. The purpose of landscaping and the continued development and care of the landscaping on the Properties is, in part, for the benefit of the abutting property owners and to screen light, noise and other possible negative aspects of the development. Such landscaping shall be provided prior to a Certificate of Occupancy being issued for any portion of the Project and will thereafter be maintained in good and healthy conditions at all times by the Developer.

9.2 With the exception of minor modifications allowed pursuant to Section 110-396 of the Code, there shall not be any substantial deviation from the provisions of the Concept Plan unless such is approved by the City Commission at a public hearing conducted for such purpose and this Agreement is modified in writing by the Parties thereto for the purpose of agreeing to such deviation.

9.3 Ingress and egress to the Properties shall be as shown on the Concept Plan.

9.4 Uses, building heights, setbacks and location will be as shown on the Concept Plan. The architectural style reflected in the Concept Plan is conceptual in nature and may be modified by the Developer pursuant to the design standards in Section 110-393 of the Code, except as specified in the conditions to the PD as stated in Ordinance 2022-01.

9.5 This Agreement and the Concept Plan attached hereto specify certain minimum setbacks, building heights, sign sizes and similar dimensional requirements and agreements. No substantial changes may be made in these agreed upon dimensional requirements except by an amendment to this Agreement which revised amendment is legislatively considered by the City Commission and agreed to by the City Commission, set forth in writing as an amendment to this Agreement and executed by the parties hereto or their successors or assigns. The Developer, and its successors and assigns specifically waive and relinquish any right to change the terms of this Agreement through any administrative or legal process, including a decision by a court of competent jurisdiction, unless agreed to by the Parties. Notwithstanding the foregoing, minor modifications to the dimensional requirements and, reductions in height, density or intensity that do not exceed 40% of the permitted dimensional requirements are not contrary to the purpose and intent of this Agreement and may be included in the final site plan process without an amendment hereto for so long as the minimum parking requirement is maintained and the ratio of commercial to tourist residential uses is maintained.

9.6 Intentionally Deleted.

9.7 Design Standard. The pedestrian sidewalks and access, landscaping and hardscape features shall be consistent with the Concept Plan the details of which shall be determined during the permitting process for the Project.

10.0 Public Infrastructure. The Developer, at its sole cost, shall design, construct and maintain, until acceptance by the City and/or County, as applicable, and conveyance by recordable instrument or bill of sale, as appropriate, to the City, all public infrastructure facilities and lands necessary to serve the Project which are shown on the Concept Plan, provided that said public infrastructure facilities have received construction plan approval and that all applicable review procedures have been complied with fully, inspected and accepted by the City and/or County, as applicable. Public infrastructure facilities shall include those facilities to be located in rights-of-way or easement areas conveyed to the City and/or County, as applicable, and are shown on the approved engineering construction drawings.

10.1 Public infrastructure facilities necessary to service and that benefit the Project shall be complete and approved for acceptance by the City, County and/or the governmental agency having authority, as applicable, prior to the issuance of a Certificate of Occupancy for any portion of the Project. Alternatively, the Developer shall provide the appropriate letter of credit in a form satisfactory to the City Attorney, drawable on or through a local Pinellas County bank. Said letter of credit shall be deposited with the City to guarantee the completion of public infrastructure facilities prior to the time that Certificates of Occupancy are issued for any portion of the Project and public access and facilities to serve the proposed structures are available in accordance with City regulations.

11.0 Public Facilities. The Parties acknowledge that all infrastructure and services for fire protection, potable water and sanitary sewer to meet domestic and fire flow levels of service as required for the Project are available to the Properties and that no new, additional or upsized facilities are required.

12.0 Permits. Development permits, which may need to be approved and issued, include, but are not limited to the following:

12.1 City building permits.

12.2 SWFWMD surface water management permit.

12.3 Pinellas County utility permit.

12.4 FDOT right-of-way connection permit.

12.5 All other approvals or permits as required by existing governmental regulations at the time of development review application.

Except as set forth in this Agreement, all development permits required to be obtained by the Developer for the Project will be obtained at the sole cost of the Developer and in the event that any required development permissions issued by entities other than the City are not received, no further development of the Properties shall be allowed until such time as the City and the Developer have reviewed the matter and determined whether to modify or terminate this Agreement.

13.0 Recycling. The Developer and its successors-in-title will cooperate with City to encourage and promote recycling activities within the Project and such commitment will be reflected in a covenant running with the Project lands.

14.0 Annual Review. The City shall review the Project once every twelve (12) calendar months from and after the Effective Date until issuance of the final Certificate of Occupancy for the Project.

15.0 Recordation. Not later than fourteen (14) days after the execution of this Agreement by the Parties hereto, the City shall record this Agreement with the Clerk of the Circuit Court in Pinellas County, Florida, and a copy of the recorded Agreement shall be submitted to the Florida Department of Economic Opportunity within fourteen (14) days thereafter. The burdens of this Agreement shall be binding upon, and the benefits of the Agreement shall inure to, all successors and assigns in interest to the Parties to this Agreement.

16.0 Agreement as Covenant. This Agreement shall constitute a covenant running with the Properties for the duration hereof and shall be binding upon the Developer and upon all persons deriving title by, through or under the Developer and upon its successors and assigns in title. The agreements contained herein shall benefit and limit all present and future owners of the Properties, and the City for the term hereof.

17.0 Legislative Act. This Agreement is agreed to be a legislative act of the City in furtherance of its powers to regulate land use and development within its boundaries and, as such, shall be superior to the rights of existing mortgagees, lien holders or other persons with a legal or equitable interest in the Properties and this Agreement and the obligations and responsibilities arising hereunder as to the Developer shall be superior to the rights of said mortgagees or lien holders and shall not be subject to foreclosure under the terms of mortgages or liens entered into or recorded prior to the execution and recordation of this Agreement. The execution of this Agreement or the consent to this Agreement by any

existing mortgage holder, lien holder or other persons having an encumbrance on the Properties shall be deemed to be in agreement with the matters set forth in this paragraph.

18.0 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties and no modification hereof shall be made except by written agreement executed with the same formality as this Agreement. The Parties agree that there are no outstanding agreements of any kind other than are reflected herein and, except as is otherwise specifically provided herein, for the term of the Agreement the Properties shall be subject to the laws, ordinances and regulations of the City as they exist as of the date of this Agreement. Any reference in this Agreement to the “Developer” contemplates and includes the fee simple title owners of record of the Properties their heirs, assigns or successors in title and interest. Any oral agreements, agreements created by written correspondence or any other matters previously discussed or agreed upon between the parties are merged herein.

19.0 Enforcement. The parties agree that either party may seek legal and equitable remedies for the enforcement of this Agreement, provided however that neither the City nor the Developer may seek or be entitled to any monetary damages from each other as a result of any breach or default of this Agreement. In any litigation arising out of this Agreement, the prevailing Party shall be entitled to recover its costs and attorney’s fees at mediation, trial and through any appellate proceedings.

20.0 Waiver of Monetary Damages and Attorney Fees. Except as otherwise expressly provided herein, the Parties agree that any legislative and quasi-judicial decisions, if any are required, by the City regarding the appropriate land use or other development regulations impacting the Properties shall, in no event or under any conditions, give rise to a claim for monetary damages or attorney fees against the City and any claim for such damages or fees by the Developer or its successors or assigns are specifically waived.

21.0 Execution. The Developer represents and warrants that this Agreement has been executed by all persons having equitable title in the subject Properties. The City represents that the officials executing this Agreement on behalf of the City have the legal authority to do so, that this Agreement has been approved in accordance with the ordinances and Charter of the City and applicable State law, that appropriate approval of this Agreement has been received in a public hearing and that the City Commission of the City has authorized the execution of this Agreement by the appropriate City officials.

22.0 Severability. In the event that any of the covenants, agreements, terms, or provisions contained in this Agreement shall be found invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity of the remaining covenants, agreements, terms, or provisions contained herein shall be in no way affected, prejudiced, or disturbed thereby.

23.0 Estoppel Certificates. Within twenty (20) days after request in writing by either party or any lender, the other Party will furnish a written statement in form and substance reasonably acceptable to the requesting Party, duly acknowledging the fact that (a) this Development Agreement is in full force and effect, (b) there are no uncured defaults hereunder by City or the Developer, if that be the case, and (c) additional information concerning such other matters as reasonably requested. In the event that either Party shall fail to deliver such estoppel certificate within such twenty (20) day period, the requesting Party shall forward such request directly to the City Manager and the City Attorney or to the Developer with copies to the Developer's general counsel by certified mail, return receipt requested or by Federal Express or other delivery service in which delivery must be signed for. In the case where the Developer is the requesting party, the Developer may in its sole discretion but without obligation, appear at a public meeting and request the estoppel certificate to insure that the City Manager and staff are aware of the request and the Developer may rely on the statement of the City Manager at such public meeting or

may request that the City Manager be directed by the City Commission to respond to the estoppel certificate request in a timely manner.

24.0 Venue. Venue for the enforcement of this Agreement shall be exclusively in any state or federal court of competent jurisdiction located in Pinellas County, Florida.

25.0 Default. Upon default or breach of any substantive portion of this Agreement by any Party, the non-defaulting Party shall provide written notice via overnight, traceable delivery service of the default and opportunity to cure within sixty (60) days to the defaulting Party. Upon the failure of the Developer to cure such defaults, the City shall provide notice via overnight traceable delivery service to the Developer of its intent to terminate this Agreement on a date not less than sixty (60) days from the date of such notice and upon the expiration of such period, the City, unless ordered otherwise by a court of competent jurisdiction, may revoke the then existing development permits issued by it and the Developer shall have no claim for damages against the City arising from such revocation. Alternatively, the City may proceed in court to obtain any legal or equitable remedies available to it to enforce the terms of this Agreement. In the event of any default or breach of any substantive portion of this Agreement by the City, the Developer may: (i) give written notice via overnight traceable delivery service to the City of said default with an opportunity to cure within sixty (60) days of receipt of such notice. In the event City fails to cure within said time period, the Developer may thereafter proceed in a court of competent jurisdiction to institute proceedings for specific performance or to obtain any other legal or equitable remedy to cure the default of this Agreement by the City. In any litigation arising hereunder, the prevailing Party shall be entitled to recover from the non-prevailing Party, its costs and attorney's fees at mediation, trial and through any appellate proceedings. For purposes hereof, the "prevailing Party" shall be defined as the Party in whose favor a court of competent jurisdiction decides and rules on a majority of the material issues at hand.

26.0 Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid or by Federal Express, Air Borne Express or similar overnight delivery services, addressed as follows:

to the Developer:

Jeffrey J., Beggins
JJB Property Holdings, LLC
429 Boca Ciega Dr
Madeira Beach, FL 33708

to the City:

Robin Gomez, City Manager
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 34698

to the Owner:

Brian Selenski
Selenski Rentals., LLC
14500 Gulf Blvd
Madeira Beach, FL 33708

with a copy to:

Thomas J. Trask, Esq.
City Attorney
Trask Daigneault, LLP
1001 S. Ft. Harrison Ave., Suite 201
Clearwater, FL 33756

with a copy to:

Katherine E. Cole, Esq.
Hill Ward Henderson

600 Cleveland Street, Suite 800
Clearwater, FL 33755
Katie.cole@hwlaw.com

Notice shall be deemed to have given upon receipt or refusal of service.

27.0 Binding Effect. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors and assigns in interest to the parties of this Agreement.

28.0 Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and their respective seals affixed as of this ____ day of _____, 2022.

SIGNATURE PAGES IMMEDIATELY FOLLOW THIS PAGE

(remainder of page intentionally left blank)

In the Presence of:

JJB PROPERTY HOLDINGS LLC, a Florida limited liability company

Print Name _____

By: _____
Jeffrey J. Beggins, Manager

Print Name _____

**STATE OF FLORIDA
COUNTY OF PINELLAS**

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by Jeffrey J. Beggins, as Manager of **JJB PROPERTY HOLDINGS LLC**, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

Notary Public

Print Name: _____

(NOTARY SEAL)

WITNESSES:

Print Name _____

By: _____
Kevin Bowden, Authorized Representative

Print Name _____

**STATE OF FLORIDA
COUNTY OF PINELLAS**

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by Kevin Bowden, as Authorized Representative of **JJB PROPERTY HOLDINGS LLC**, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

Notary Public

Print Name: _____

(NOTARY SEAL)

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT FOR OWNER

In the Presence of:

SELENSKI RENTALS, LLC, a Florida limited liability company

Print Name _____

By: _____
Brian Selenski, Manager

Print Name _____

**STATE OF FLORIDA
COUNTY OF PINELLAS**

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by Brian Selenski, as Manager of **SELENSKI RENTALS, LLC**, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification.

My Commission Expires:
(NOTARY SEAL)

Notary Public
Print Name: _____

SIGNATURE PAGE FOR CITY IMMEDIATELY FOLLOWS THIS PAGE

(remainder of page intentionally left blank)

CITY OF MADEIRA BEACH, a municipal corporation
of the State of Florida

By: _____
Robin Gomez, City Manager

Attest:

Clara VanBlargan, City Clerk

Countersigned:

John Hendricks, Mayor

Approved as to Form:

Thomas J. Trask, Esq.
City Attorney

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____,
2022 by John Hendricks, as Mayor of the **CITY OF MADEIRA BEACH**, Florida, who is personally
known to me or who has produced _____ as identification.

My Commission Expires:

Notary Public
Print Name: _____

(NOTARY SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____,
2022 by Robin Gomez as City Manager of the **CITY OF MADEIRA BEACH**, who is personally known
to me or who has produced _____ as identification.

My Commission Expires:

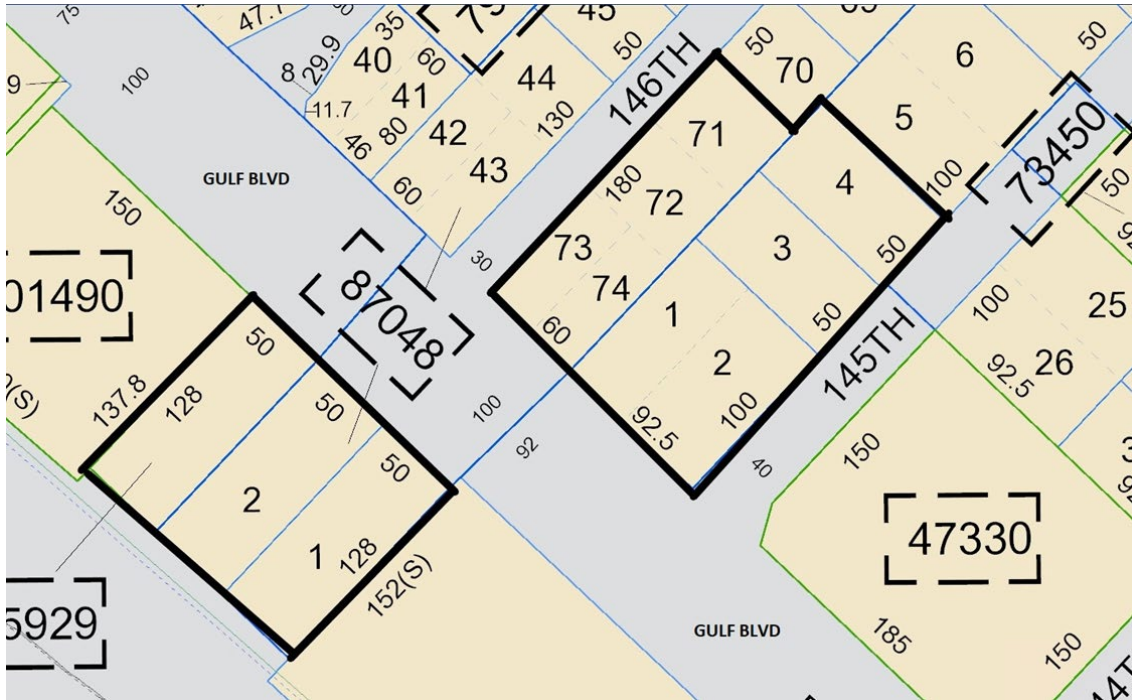
Notary Public
Print Name: _____

(NOTARY SEAL)

Exhibit A

Depiction, Legal Description, Address and Parcel Identification Numbers

Depiction:



Legal Description:

West Parcels: Sunny Shores lots 1 and 2, according to the Plat thereof recorded in Plat Book 24, page 15 of the Public Records of Pinellas County, Florida. Lot 3, Sunny Shores, as recorded in plat book 24, page 15 of the public records of Pinellas County, Florida, also known as Beach Plaza Apartment Motel Condo Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 14 Inclusive Beach Plaza Apartment Motel Condo, Beach Plaza Apartment Motel Condo (common elements), according to the plat thereof recorded in plat book 86, page 93, of the Public Records of Pinellas County, Florida.

East Parcels: Madeira Shores sub lots 1 & 2, 3, and 4, according to the Plat thereof recorded in Plat Book 22, page 87 of the Public Records of Pinellas County. Sunny Shores lots 71, 72, 73 and 74, according to the Plat thereof recorded in Plat Book 24, page 15 of the Public Records of Pinellas County, Florida

Addresses and Parcel Identification Numbers:

Parcel	Address:	Parcel Identification No.
West	14500 Gulf Boulevard	<u>09-31-15-87048-000-0010</u>
West	14550 Gulf Boulevard	<u>09-31-15-87048-000-0020</u>

West	14560 Gulf Boulevard units 1-12 and 14, and common elements	<u>09-31-15-05929-000-0001</u> <u>09-31-15-05929-000-0010</u> <u>09-31-15-05929-000-0020</u> <u>09-31-15-05929-000-0030</u> <u>09-31-15-05929-000-0040</u> <u>09-31-15-05929-000-0050</u> <u>09-31-15-05929-000-0060</u> <u>09-31-15-05929-000-0070</u> <u>09-31-15-05929-000-0080</u> <u>09-31-15-05929-000-0090</u> <u>09-31-15-05929-000-0100</u> <u>09-31-15-05929-000-0110</u> <u>09-31-15-05929-000-0120</u> <u>09-31-15-05929-000-0140</u>
East	145 th Avenue East	<u>09-31-15-54306-000-0030</u>
East	Gulf Boulevard	<u>09-31-15-87048-000-0710</u>
East	106 145 th Avenue East	<u>09-31-15-54306-000-0040</u>
East	14503 Gulf Boulevard	<u>09-31-15-54306-000-0020</u>

Exhibit B
Concept Plan



DRAWN BY	TT-AT-JB-CS
UPDATED ON	Dec. 16, 21
DATE	OCT - 2018
JOB PROJECT #	2018-029

JOHN A. BODZIAK
 ARCHITECT AIA, PA
 ARCHITECTURE, DESIGN, AND CONSTRUCTION MANAGEMENT
 FLORIDA REGISTRATION NO. AR0005065
 EMAIL: JACK@BODZIAK.COM
 743 49th STREET N. SAINT PETERSBURG, FLORIDA 33710
 TEL: (727) 327-1966 FAX: (727) 826-0968

SEAL

PROJECT
SCHOONER RESORT
 14500 - 14550 GULF BOULEVARD
 MADEIRA BEACH, FLORIDA
 RENDERING

CLIENT

NO.	DATE	DESCRIPTION
	11/16/2021	SUBMITTAL PER CITY COMMENTS
	12/14/2021	SUBMITTAL PER CITY COMMENTS

CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND COORDINATE ALL FIELD CONDITIONS. ALL DISCREPANCIES AND CONFLICTS SHALL BE REPORTED TO THE ARCHITECT IN WRITING PRIOR TO PROCEEDING OR CONTINUING WITH CONSTRUCTION. UNREPORTED DISCREPANCIES AND CONFLICTS SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACTOR.
 PROFESSIONAL STATEMENT TO THE BEST OF THIS ARCHITECT'S KNOWLEDGE, ENCLINED PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE MINIMUM FIRE SAFETY STANDARDS AS DETERMINED IN ACCORDANCE WITH CHAPTERS 635 AND 637, LAWS OF FLORIDA.
 JOHN A. BODZIAK, ARCHITECT AIA, PA - MEMBER REGISTERED PROFESSIONAL ARCHITECTS
 COMPANY AND CONTRACTS AND OTHER PROPERTY RIGHTS ARE RESERVED AND WILL REMAIN THE PROPERTY OF JOHN A. BODZIAK ARCHITECT AIA, PA. ALL RIGHTS ARE RESERVED AND WILL REMAIN THE PROPERTY OF JOHN A. BODZIAK ARCHITECT AIA, PA. THIS DOCUMENT IS THE PROPERTY OF JOHN A. BODZIAK ARCHITECT AIA, PA. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR REPRODUCTION OF THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF JOHN A. BODZIAK ARCHITECT AIA, PA. IS STRICTLY PROHIBITED. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROPRIATE COORDINATION TO ALL AGENCIES AND AGENCIES INVOLVED IN THE PROJECT. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROPRIATE COORDINATION TO ALL AGENCIES AND AGENCIES INVOLVED IN THE PROJECT. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROPRIATE COORDINATION TO ALL AGENCIES AND AGENCIES INVOLVED IN THE PROJECT. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROPRIATE COORDINATION TO ALL AGENCIES AND AGENCIES INVOLVED IN THE PROJECT.



DRAWN BY TT-AT-JB-CS
 UPDATED ON Dec. 16, 21
 DATE OCT - 2018
 JOB PROJECT # 2018-029
 SHEET #

RE-2

JOHN A. BODZIAK
 ARCHITECT AIA, PA
 ARCHITECTURE, DESIGN, AND CONSTRUCTION MANAGEMENT
 FLORIDA REGISTRATION NO. ARO0005065
 EMAIL: JACK@BODZIAK.COM
 743 49th STREET N. SAINT PETERSBURG, FLORIDA 33710
 TEL: (727) 327-1966 FAX: (727) 826-0968

CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND COORDINATE ALL FIELD CONDITIONS. ALL DISCREPANCIES AND CONFLICTS SHALL BE REPORTED TO THE ARCHITECT IN WRITING PRIOR TO PROCEEDING OR CONTINUING WITH CONSTRUCTION. UNREPORTED DISCREPANCIES AND CONFLICTS SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACTOR.

SEAL

PROJECT
SCHOONER RESORT
 14500 - 14550 GULF BOULEVARD
 MADEIRA BEACH, FLORIDA
 RENDERING

CLIENT

NO.	DATE	DESCRIPTION
	11/16/2021	SUBMITTAL PER CITY COMMENTS
	12/14/2021	SUBMITTAL PER CITY COMMENTS

PROFESSIONAL STATEMENT TO THE BEST OF THIS ARCHITECT'S KNOWLEDGE, ENCLINED PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE MINIMUM FIRE SAFETY STANDARDS AS DETERMINED IN ACCORDANCE WITH CHAPTERS 63S AND 62S, LAWS OF FLORIDA.
 JOHN A. BODZIAK, ARCHITECT AIA, HAS BEEN REGISTERED IN THE STATE OF FLORIDA SINCE 2008. HIS REGISTRATION NUMBER IS ARO0005065. HIS EXPIRES ON 12/31/2021. HE IS NOT CURRENTLY LICENSED IN ANY OTHER STATE.
 THIS ARCHITECT'S DESIGN AND CONSTRUCTION MANAGEMENT SERVICES ARE PROVIDED TO THE CLIENT UNDER A PROFESSIONAL SERVICES AGREEMENT. THE CLIENT'S OBLIGATION TO PAY FOR THESE SERVICES IS SET FORTH IN THE AGREEMENT. THE ARCHITECT'S LIABILITY IS LIMITED TO THE OBLIGATIONS SET FORTH IN THE AGREEMENT. THE ARCHITECT'S LIABILITY IS LIMITED TO THE OBLIGATIONS SET FORTH IN THE AGREEMENT. THE ARCHITECT'S LIABILITY IS LIMITED TO THE OBLIGATIONS SET FORTH IN THE AGREEMENT.

BOUNDARY AND TOPOGRAPHIC SURVEY

LEGAL DESCRIPTION:

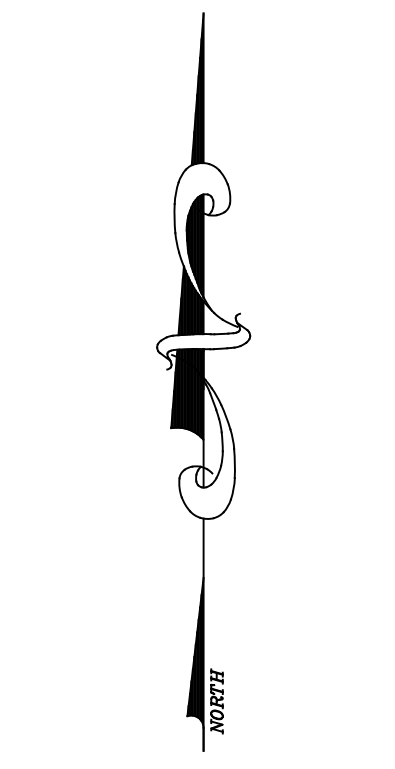
LOTS 1, 2, 71, 72, 73, AND 74, SUNNY SHORES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 24, PAGE 15, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

AND

LOT 3, SUNNY SHORES, AS RECORDED IN PLAT BOOK 24, PAGE 15 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, ALSO KNOWN AS BEACH PLAZA APARTMENT HOTEL CONDO UNITS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 14 INCLUSIVE BEACH PLAZA APARTMENT HOTEL CONDO, BEACH PLAZA APARTMENT HOTEL CONDO (COMMON ELEMENTS), ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 86, PAGE 93, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

AND

LOTS 1, 2, 3, AND 4, MADEIRA SHORES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.



SYMBOL LEGEND

- Backflow Preventor
- Cable Box
- Centerline
- Cleanout
- Decorative Light
- Drainage Manhole
- Fire Hydrant
- Grease Trap
- Guy Anchor
- Handicap
- Lightpole
- Mailbox
- Power Box
- Sanitary Manhole
- Sign
- Spot Elevation
- Telephone Box
- Utility Pole
- Water Meter
- Water Valve
- Well

TREE LEGEND

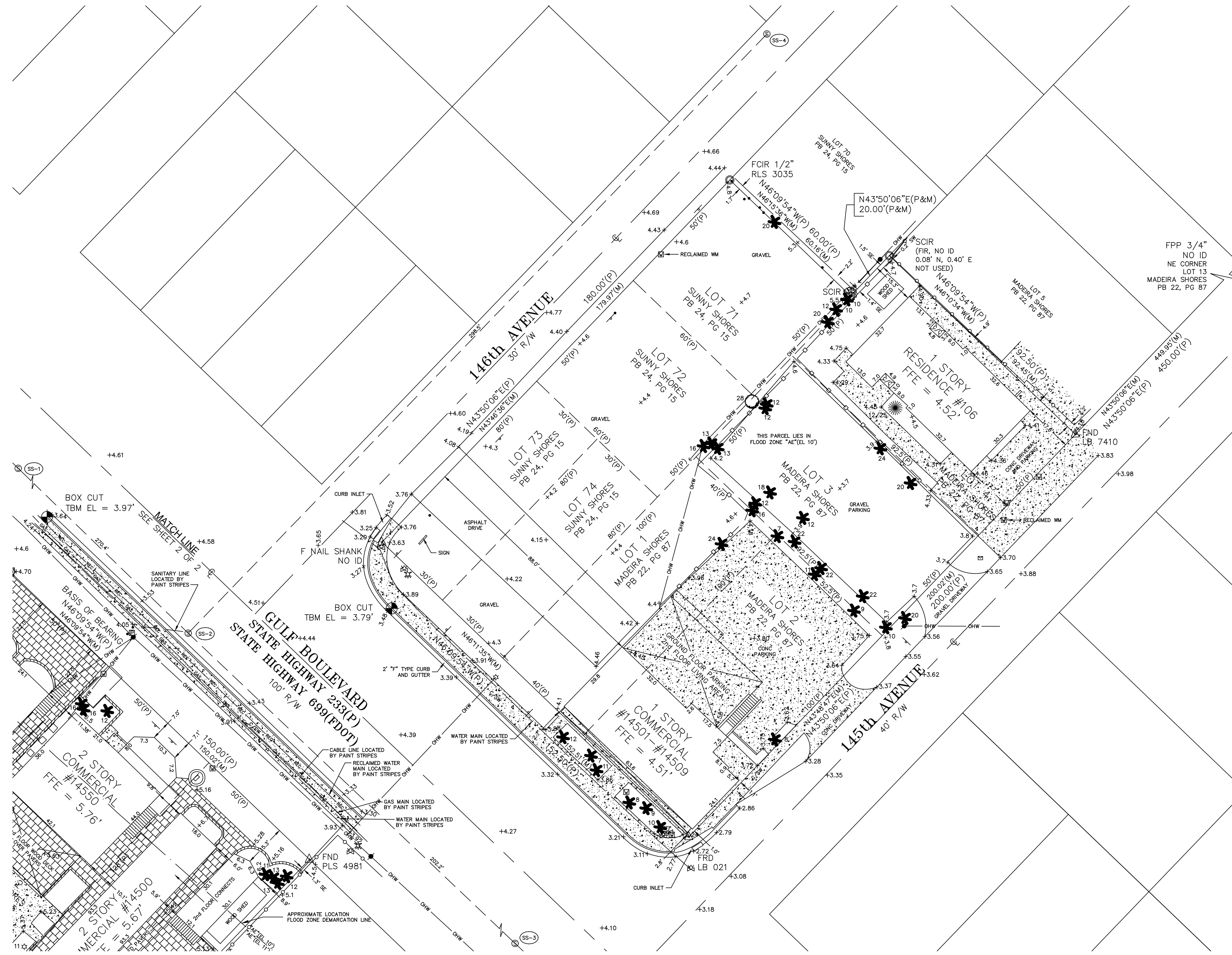
- OAK
 - PALM
 - NORFOLK PINE
 - BANYON
- NOTE:
ALL SIZES ARE IN INCHES

LEGEND

- (C) = Calculated Data
- (D) = Data per Description
- (F) = Field Determined
- (M) = Measured Data
- (P) = Data per Plat
- +/- = Plus or Minus
- AC = Air Conditioner
- BWF = Barbed Wire Fence
- BFE = Base Flood Elevation
- BFP = Backflow Preventor
- CB = Chord Bearing
- CH = Chord
- C.A.B. = Condominium Plat Book
- CC = Concrete
- C.S. = Concrete Slab
- CSWR = Concrete Sidewalk
- CCSL = Coastal Construction Control Line
- CL = Centerline
- CLF = Chainlink Fence
- COV = Covered
- CLP = Concrete Light Pole
- CMP = Corrugated Metal Pipe
- CONC. = Concrete
- A = Delta Angle
- D.B. = Dead Book
- D/W = Driveway
- DMH = Drainage Manhole
- EP = Edge of Pavement
- EL = Elevation
- EW = Edge of Water
- F = Found
- FCR = Found Iron Rod & Cap
- FCM = Found Concrete Monument
- FDOT = Florida Department of Transportation
- FPE = Finished Floor Elevation
- FIP = Found Iron Pipe
- FR = Found Iron Rod No Cap
- FMN = Found Metal Nail
- FND = Found Nail & Disk
- FPP = Found Pinched Pipe
- FRD = Found Rivet & Disk
- G.I. = Gate Inlet
- GV = Gate Valve
- HYD = Fire Hydrant
- I.E. = Invert Elevation
- LB = Corporate Certificate Number
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- M.O.L. = More or Less
- MES = Mitered End Section
- N&D = Nail & Disk
- NFNS = Not Found and Not Set
- OCS = Outfall Control Structure
- OHW = Overhead Wire
- O.R. = Official Records Book
- P.B. = Plat Book
- PCP = Permanent Control Point
- PGI(s) = Page(s)
- PLS = Professional Land Surveyor
- POB = Point of Beginning
- POC = Point of Commencement
- PRC = Point of Reverse Curvature
- PRM = Permanent Reference Monument
- R = Radius
- RGE = Range
- R/W = Right-of-way
- RCF = Reinforced Concrete Pipe
- SCM = Set Concrete Monument PLS #2865
- SCIR = Set Iron Rod & Cap 5/8" PLS #2865
- SMH = Sanitary Manhole
- SMN = Set Metal Nail
- SND = Set Nail & Disc PLS #2865
- TM = Temporary Benchmark
- TOB = Top of Bank
- TOS = Top of Slope
- TWP = Township
- TYP = Typical
- UB = Utility Box
- UP = Utility Pole
- V/F = Vinyl Fence
- WM = Wood Fence
- WM = Water Meter
- W.O. = Work Order
- WV = Water Valve

LINE LEGEND

- Boundary Lines
- Water Line
- Telephone Line
- Gas Line
- Sanitary Sewer Line
- Storm Sewer Line
- Overhead Wire Lines
- Fence - Wire
- Fence - Chain Link
- Fence - Vinyl
- Fence - Wood
- Reclaimed Water Main



SURVEY NOTES:

1. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF:
A TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. FTPA15-16038, EFFECTIVE DATE: SEPTEMBER 1, 2015 AT 11:00 PM. PERTAINS TO LOT 4, MADEIRA SHORES ONLY.
AND
A TITLE COMMITMENT ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE REFERENCE: 019673-000008, EFFECTIVE DATE: 03/14/14 11:00 PM. PERTAINS TO LOTS 1, 2, 71, 72, 73, AND 74, SUNNY SHORES ONLY.
NO DOCUMENTS REFERENCED BY THESE COMMITMENTS WERE PROVIDED TO THIS SURVEYOR.
2. PLANIMETRIC FEATURES SHOWN HEREON WERE DETERMINED BY STANDARD FIELD SURVEYING METHODS.
3. BEARING BASIS IS THE SOUTHWESTERLY RIGHT-OF-WAY OF GULF BOULEVARD BEING N46°09'54"W PER PLAT.
4. ALL INSTRUMENTS SHOWN HEREON ARE OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, UNLESS OTHERWISE SPECIFIED.
5. UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON SURFACE MARKINGS AND OR STRUCTURES. NO EXCAVATION WAS PERFORMED FOR THE LOCATION OF SUCH UTILITIES.
6. ADDITIONS OR DELETIONS TO THIS SURVEY MAP AND/OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. THIS PARCEL APPEARS TO BE IN FLOOD ZONES "AE"(EL 10 FEET), "AE"(EL 11 FEET), "VE"(EL 12 FEET) AND "VE"(EL 13 FEET) ACCORDING TO THE FLOOD INSURANCE RATE MAP, MAP NUMBER: 12103C0191H, MAP EFFECTIVE DATE: 08/24/2021, AS PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
THIS MAP'S NOTES STATE THAT THE BASE FLOOD ELEVATIONS SHOWN REPRESENT ROUNDED WHOLE-FOOT ELEVATIONS AND THEREFORE MAY NOT EXACTLY REFLECT THE FLOOD ELEVATION DATA PRESENTED IN THE FLOOD INSURANCE STUDY (FIS) REPORT. THE FIS REPORT WAS NOT CONSULTED FOR THIS SURVEY.
FLOOD ZONE LINES SHOWN HEREON WERE TRANSFERRED BY GRAPHIC METHODS FROM THE FLOOD ZONE MAP, AND ARE SUBJECT TO THE INHERENT INACCURACIES OF SUCH TRANSFERS. THESE FLOOD ZONE LINES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY, AND ANY PROPOSED FINISHED FLOOR ELEVATIONS ARE TO BE DETERMINED BY THE PERMITTING AGENCY HAVING JURISDICTION.
8. AS THE FLOOD ZONE "AE" (EL 11') SHOWN HEREON IS LANDWARD OF A COASTAL HIGH HAZARD AREA (V ZONE), IT IS CONSIDERED A COASTAL A ZONE.
9. LOCATIONS OF TREES SHOWN HEREON WERE LIMITED TO TREES 4" DIAMETER AT BREAST HEIGHT (DBH) OR LARGER.
10. GEODATA SERVICES INC. CAN ACCEPT NO RESPONSIBILITY FOR THE IDENTIFICATION OF THE TREE SPECIES SHOWN HEREON, ALTHOUGH EVERY EFFORT HAS BEEN MADE TO PROPERLY IDENTIFY THE TREES SHOWN HEREON, TREE IDENTIFICATION IS OUTSIDE THE EXPERTISE OF A PROFESSIONAL LAND SURVEYOR. THE TREE TYPES SHOWN HEREON ARE FOR INFORMATIONAL PURPOSES ONLY AND SHOULD BE USED AFTER CONFIRMATION BY A CERTIFIED ARBORIST OR OTHER SUCH PROFESSIONAL.
11. THE MEAN HIGH WATER LINE ELEVATION SHOWN HEREON IS BASED UPON TIDE INTERPOLATION POINTS ID100112, AND ID100113, AS PUBLISHED BY THE LAND BOUNDARY INFORMATION SYSTEM OF THE STATE OF FLORIDA.
12. ELEVATION BASIS: NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88). BENCHMARK UTILIZED: DNR "15-90-DA-25A", WITH AN ELEVATION OF 4.28 FEET.

SURVEYOR'S CERTIFICATION:

I, DENNIS J. EYRE, THE SURVEYOR IN RESPONSIBLE CHARGE, HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON AND THAT SAID ABOVE GROUND SURVEY AND SKETCH ARE ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. SURVEY NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, OR ELECTRONIC DIGITAL SIGNATURE IN ACCORDANCE WITH STATE OF FLORIDA ADMINISTRATIVE CODE RULE 5J-17.062.

DENNIS J. EYRE, P.L.S., FLA. REG. NO. 2865
DATE: NOVEMBER 1, 2021

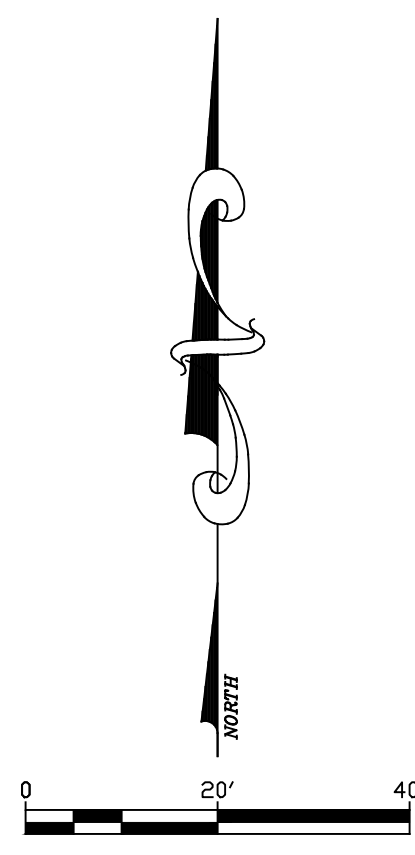
THIS SURVEY CONSISTS OF 2 SHEETS, IT IS NOT FULL, OR COMPLETE, WITHOUT BOTH SHEETS.
AN UNSIGNED SURVEY DRAWING IS FOR INFORMATIONAL PURPOSES ONLY.

W.O. # 5686	FIELD DATE: OCTOBER 3, 2018
DRAWN BY: E.J. P.T.	REVISED FLOOD ZONE DATE: NOVEMBER 1, 2021
CHECKED BY: D.J.E.	
SCALE: 1" = 20'	
FIELD BOOK / PAGE(S): 7-17/72-78	
SHEET 1 OF 2	

GEODATA SERVICES INC.
1166 KAPP DRIVE
CLEARWATER, FL 33765
PHONE: (727) 447-1763



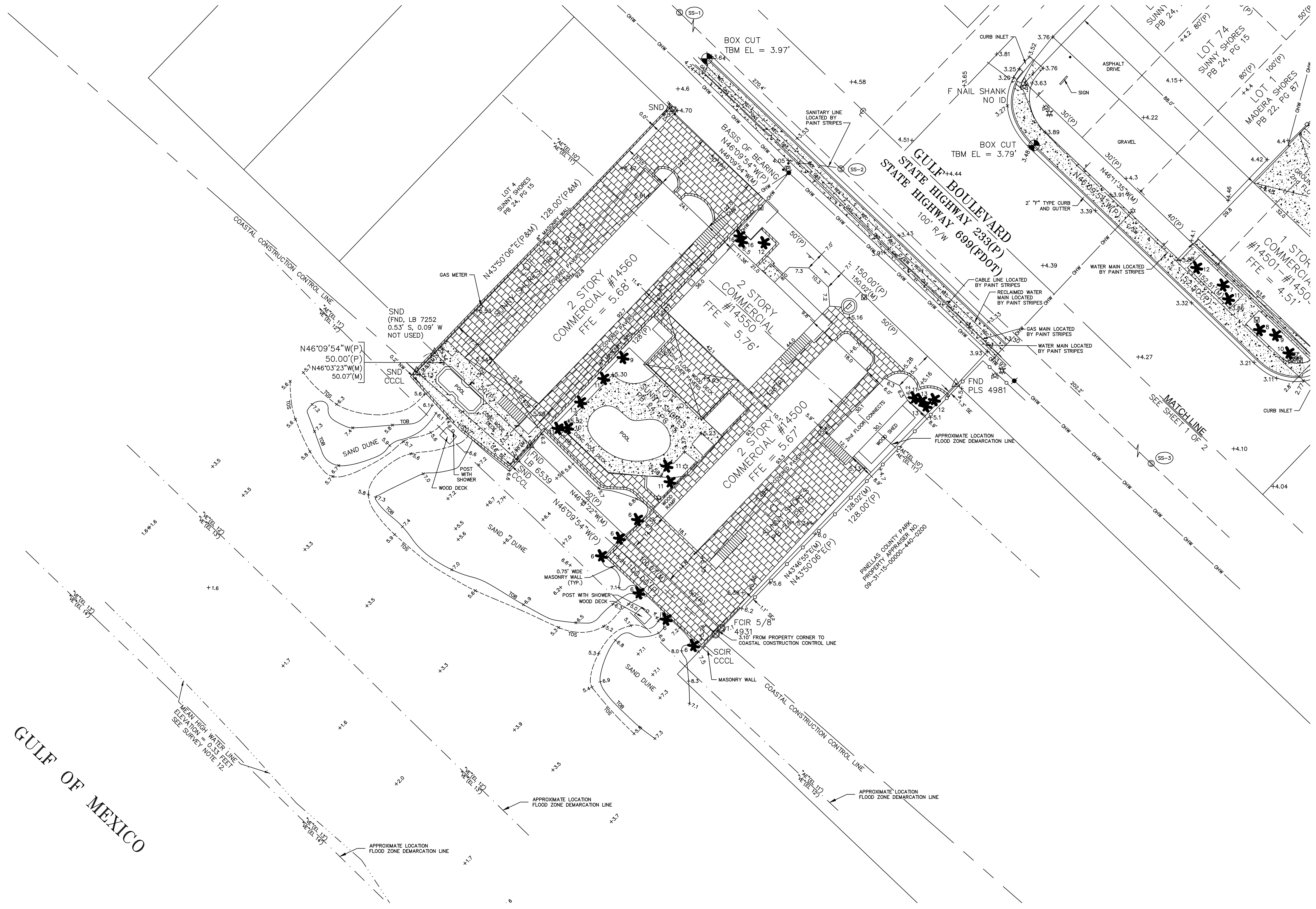
BOUNDARY AND TOPOGRAPHIC SURVEY



- SYMBOL LEGEND**
- = Backflow Preventor
 - = Cable Box
 - = Centerline
 - = Cleanout
 - = Decorative Light
 - = Drainage Manhole
 - = Fire Hydrant
 - = Grease Trap
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 - = Handicap
 - = Lightpole
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 - = Power Box
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 - = Water Valve
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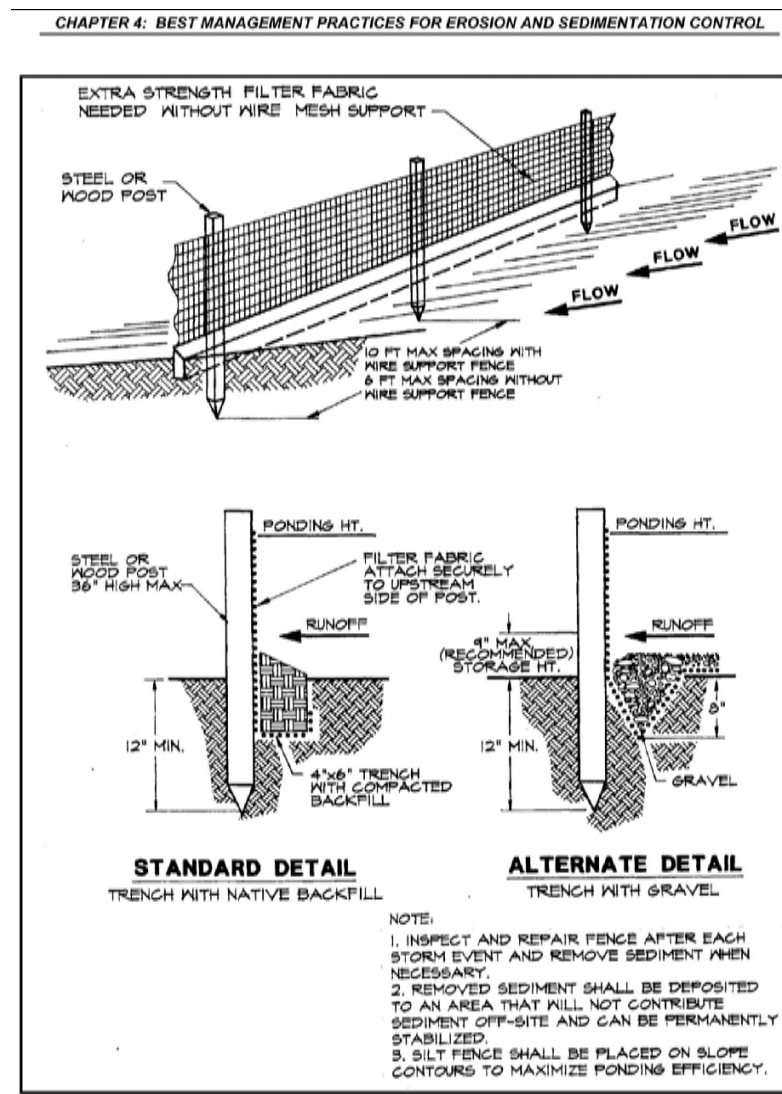
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W.O. # 5686	FIELD DATE: OCTOBER 3, 2018
DRAWN BY: E.J. P.T.	REVISED FLOOD ZONE DATE: NOVEMBER 1, 2021
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SCALE: 1" = 20'	
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SHEET 2 OF 2	

GEODATA SERVICES INC.
1166 KAPP DRIVE
CLEARWATER, FL 33765
PHONE: (727) 447-1763

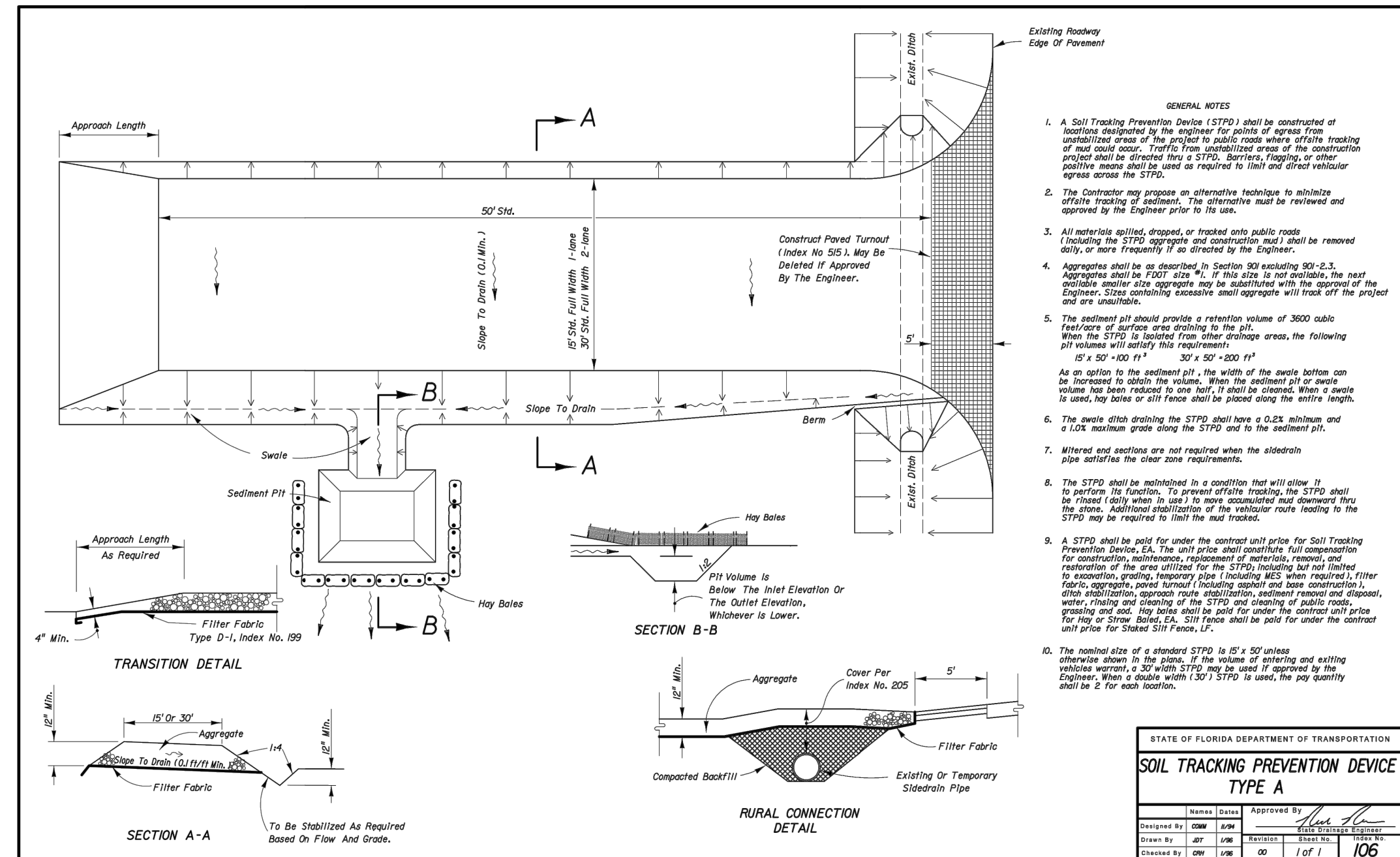
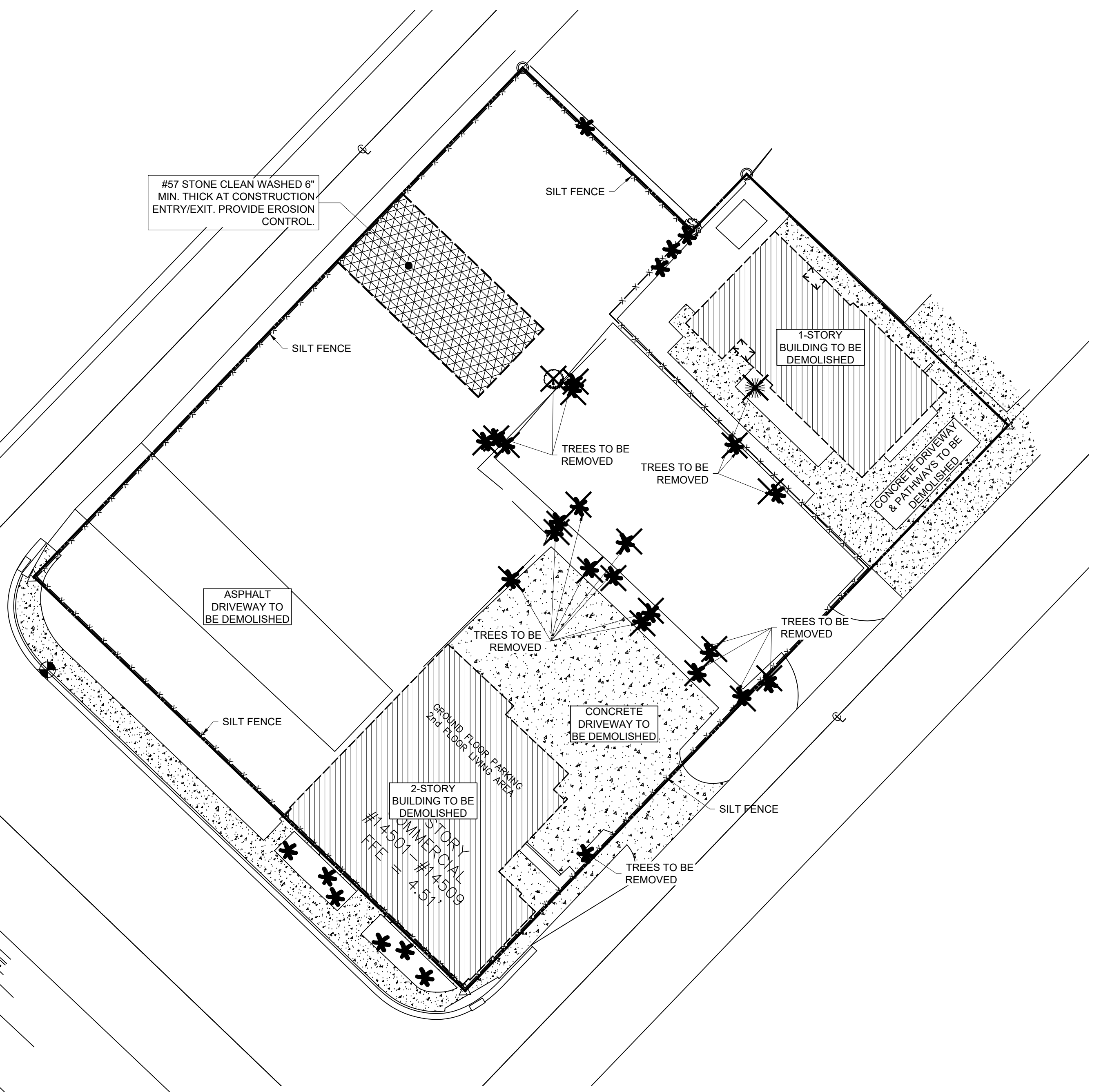
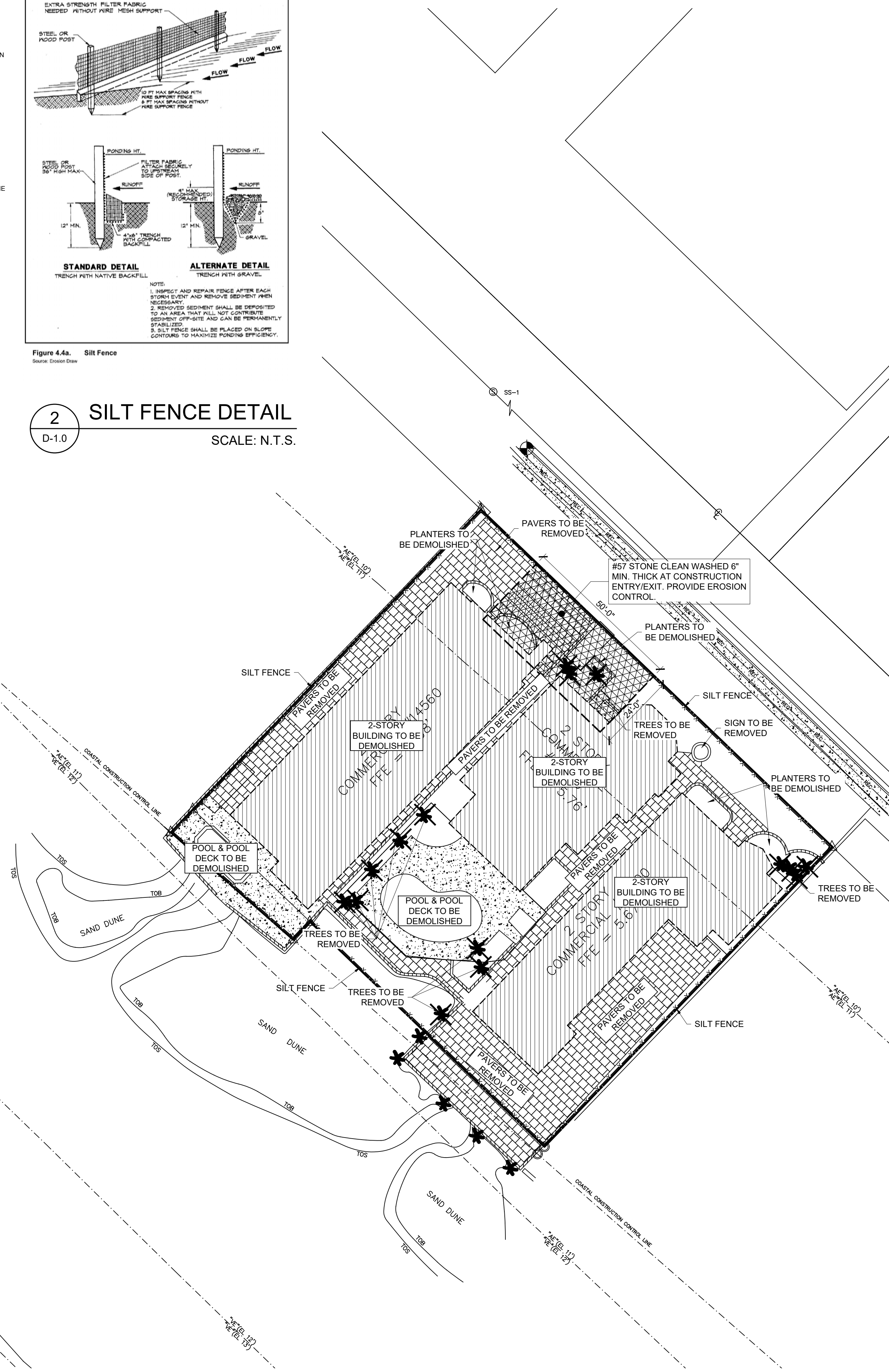
DEMOLITION NOTES:

- IN COMPANY WITH THE OWNER, VISIT THE SITE AND VERIFY THE EXTENT AND LOCATION OF SELECTIVE DEMOLITION REQUIRED.
 - CAREFULLY IDENTIFY LIMITS OF SELECTIVE DEMOLITION.
 - MARK INTERFACE SURFACES AS REQUIRED TO ENABLE WORKMEN ALSO TO IDENTIFY ITEMS TO BE REMOVED AND ITEMS TO BE LEFT IN PLACE.
- SHUT OFF, CAP, AND OTHERWISE PROTECT EXISTING PUBLIC UTILITY LINES IN ACCORDANCE WITH THE REQUIREMENTS OF THE PUBLIC AGENCY OR UTILITY HAVING JURISDICTION.
- COMPLETELY REMOVE ITEMS SCHEDULED TO BE SO DEMOLISHED AND REMOVED, LEAVING SURFACES CLEAN, SOLID, AND READY TO RECEIVE NEW MATERIALS SPECIFIED ELSEWHERE.
- IN ALL ACTIVITIES, COMPLY WITH PERTINENT REGULATIONS OF GOVERNMENTAL AGENCIES HAVING JURISDICTION.
- ALL DEMOLISHED MATERIAL SHALL BE CONSIDERED TO BE PROPERTY OF THE CONTRACTOR AND SHALL BE COMPLETELY REMOVED FROM THE JOB SITE. (CLEAN AND REUSE EXISTING SPEAKERS AND REMOTE)
- IN THE EVENT OF DEMOLITION OF ITEMS NOT SO SCHEDULED TO BE DEMOLISHED, PROMPTLY REPLACE SUCH ITEMS TO THE APPROVAL OF THE ARCHITECT AND AT NO ADDITIONAL COST TO THE OWNER.
- ASBESTOS AND HAZARDOUS MATERIALS DEMOLITION OR REMOVAL WORK IS NOT PART OF THIS CONTRACT.
- THE DEMOLITION WORK IS NOT LIMITED TO DEMOLITION ITEMS LISTED OR SPECIFICALLY IDENTIFIED ON THE CONSTRUCTION DOCUMENTS, BUT SHALL INCLUDE THOSE ITEMS NECESSARY FOR A FINISHED AND COMPLETE PROJECT.
- GENERAL CONTRACTOR TO INCLUDE ALL INTERIOR AND EXTERIOR PATCHING, REPAIRING AND PAINTING TO PROVIDE A PROFESSIONAL AND COMPLETELY FINISHED PROJECT ACCEPTABLE TO THE OWNER.



- TREE TO BE REMOVED
- BUILDING TO BE DEMOLISHED

2 SILT FENCE DETAIL
D-1.0 SCALE: N.T.S.



1 DEMOLITION PLAN
D-1.0 SCALE: 1" = 20'-0" NORTH

2 SOIL TRACKING PREVENTION DEVICE TYPE A
D-1.0 SCALE: N.T.S.

PROJECT
SCHOONER RESORT
14500 - 14550 GULF BOULEVARD
MADEIRA BEACH, FLORIDA

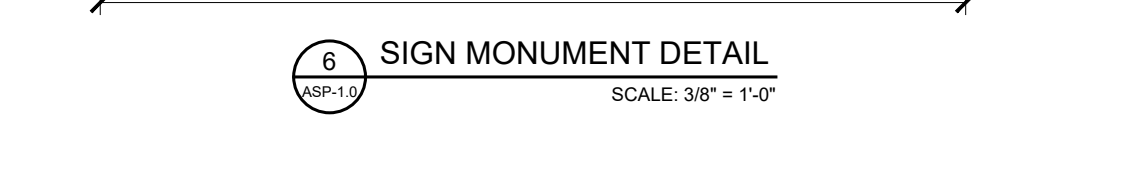
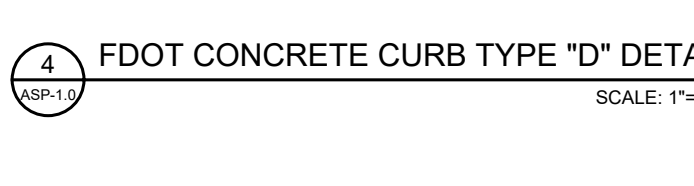
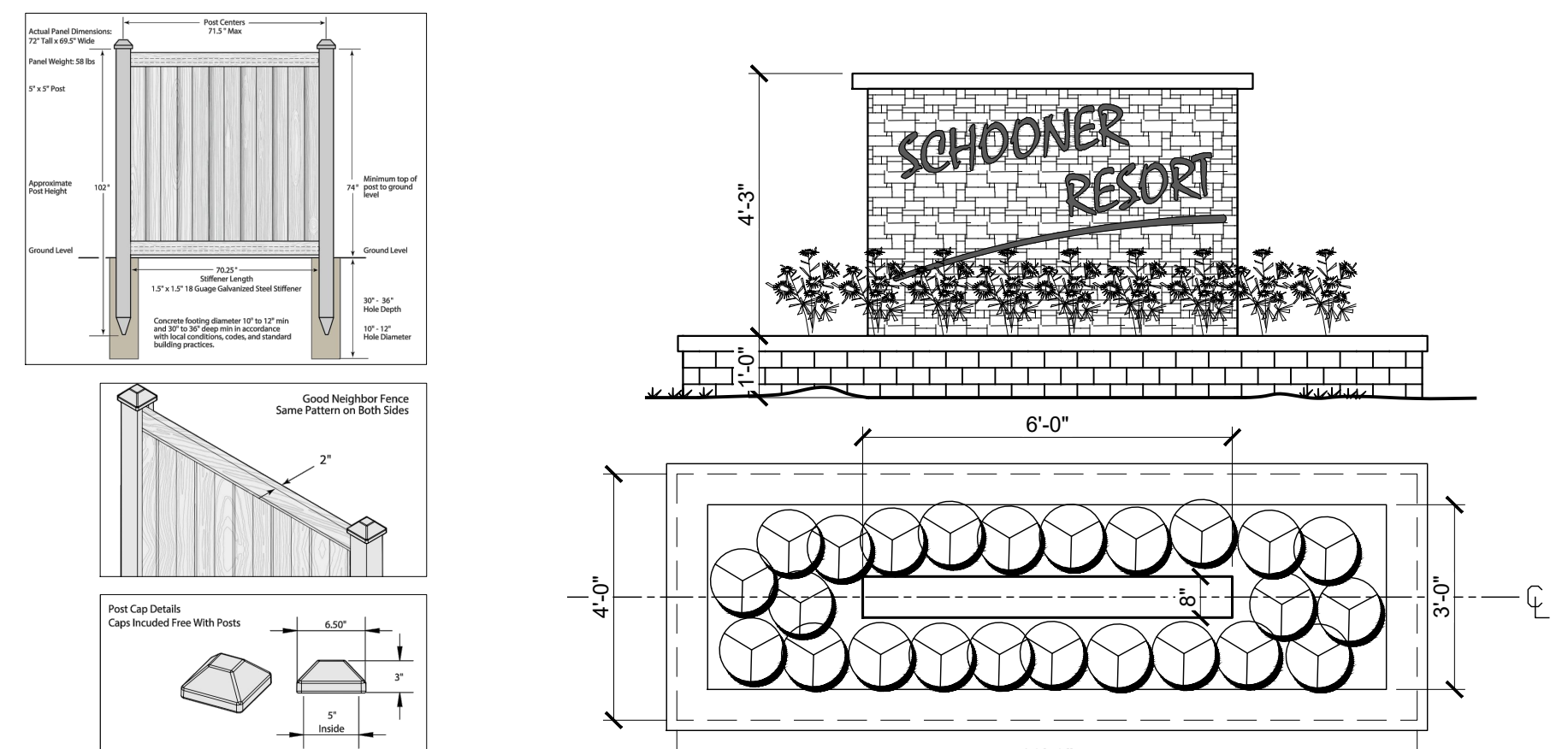
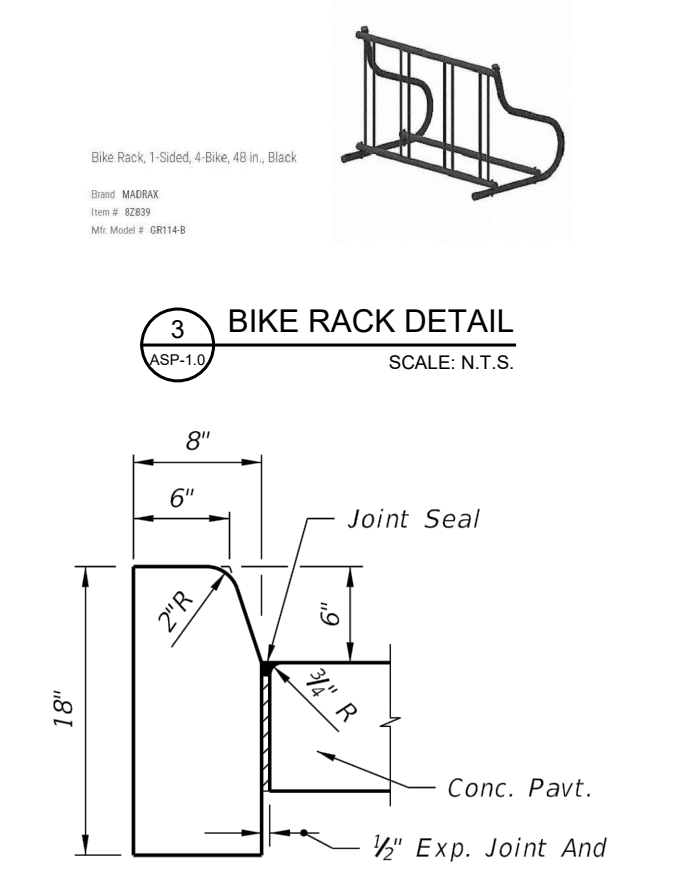
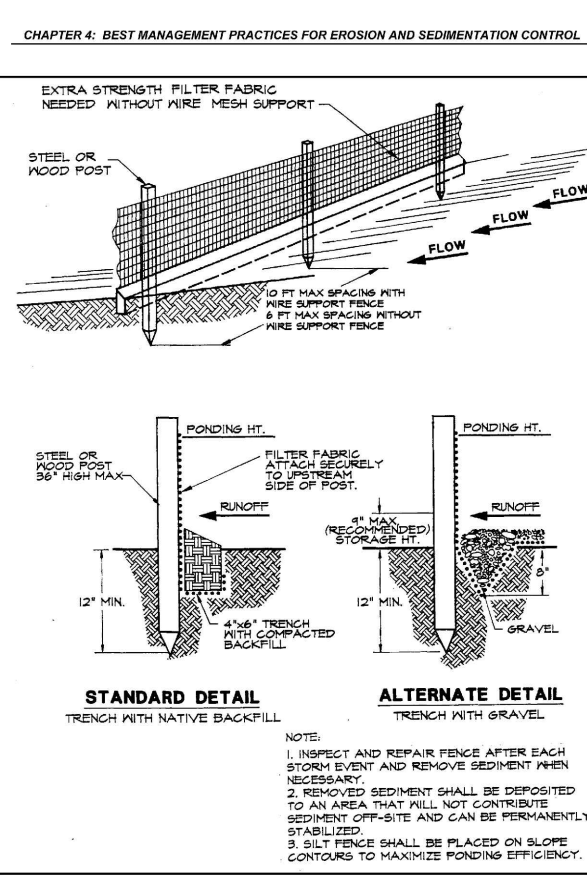
CLIENT
DEMOLITION PLAN

REVISIONS

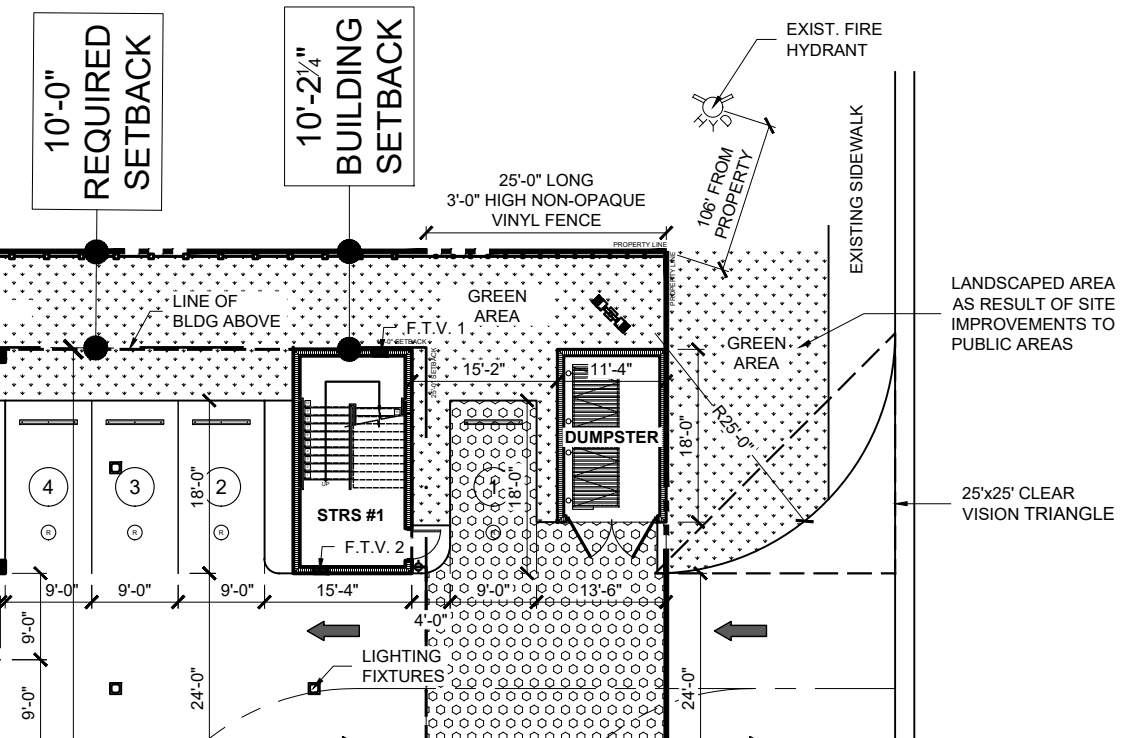
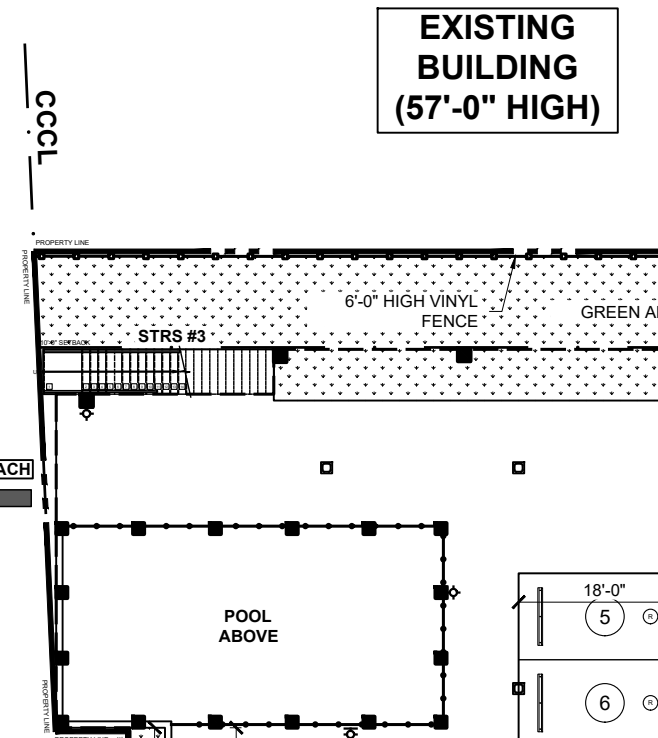
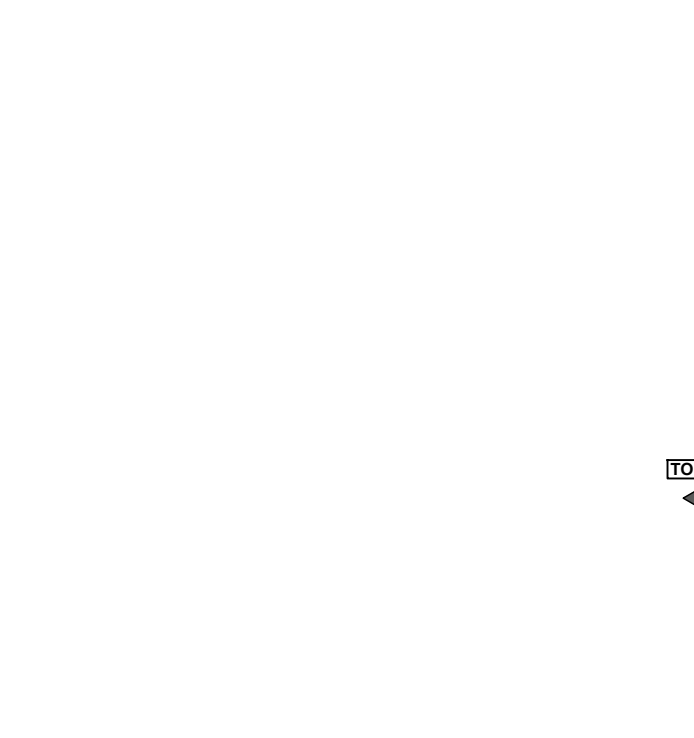
NO.	DATE	DESCRIPTION
	11/16/2021	SUBMITTAL PER CITY COMMENTS
	12/14/2021	SUBMITTAL PER CITY COMMENTS

CONTRACTOR: JOHN A. BODZIAK ARCHITECT AIA, PA
ARCHITECTURE, DESIGN, AND CONSTRUCTION MANAGEMENT
FLORIDA REGISTRATION NO. AR0005065
EMAIL: JACK@BODZIAK.COM
743 49th STREET N. SAINT PETERSBURG, FLORIDA 33710
TEL: (727) 327-1966 FAX: (727) 826-0968

DRAWN BY: TT-AT-JB-CS
UPDATED ON: Dec. 16, 21
DATE: OCT - 2018
JOB PROJECT #: 2018-029
SHEET #: D-1.0



CATEGORY	ALLOWABLE	EXISTING (WEST LOT)		EXISTING (EAST LOT)		PROPOSED (WEST LOT)		PROPOSED (EAST LOT)		TOTAL PROPOSED (WEST LOT + EAST LOT)
		EXISTING (WEST LOT)	EXISTING (EAST LOT)	EXISTING (WEST LOT)	EXISTING (EAST LOT)	PROPOSED (WEST LOT)	PROPOSED (EAST LOT)	PROPOSED (WEST LOT)	PROPOSED (EAST LOT)	
ZONING	R-2 (R-2) (R-2)	R-2 (R-2)	R-2 (R-2)	R-2 (R-2)	R-2 (R-2)	R-2 (R-2)	R-2 (R-2)	R-2 (R-2)	R-2 (R-2)	R-2 (R-2)
SETBACKS	FRONT: 8'-0" REAR: 8'-0" SIDE ONE: 8'-0" SIDE TWO: 8'-0"	FRONT: 8'-0" REAR: 8'-0" SIDE ONE: 8'-0" SIDE TWO: 8'-0"	FRONT: 8'-0" REAR: 8'-0" SIDE ONE: 8'-0" SIDE TWO: 8'-0"	FRONT: 8'-0" REAR: 8'-0" SIDE ONE: 8'-0" SIDE TWO: 8'-0"	FRONT: 8'-0" REAR: 8'-0" SIDE ONE: 8'-0" SIDE TWO: 8'-0"	FRONT: 8'-0" REAR: 8'-0" SIDE ONE: 8'-0" SIDE TWO: 8'-0"	FRONT: 8'-0" REAR: 8'-0" SIDE ONE: 8'-0" SIDE TWO: 8'-0"	FRONT: 8'-0" REAR: 8'-0" SIDE ONE: 8'-0" SIDE TWO: 8'-0"	FRONT: 8'-0" REAR: 8'-0" SIDE ONE: 8'-0" SIDE TWO: 8'-0"	FRONT: 8'-0" REAR: 8'-0" SIDE ONE: 8'-0" SIDE TWO: 8'-0"
B.F.E.	CAZ, AE-11, VE-12	CAZ, AE-11, VE-12	CAZ, AE-11, VE-12	CAZ, AE-11, VE-12	CAZ, AE-11, VE-12	CAZ, AE-11, VE-12	CAZ, AE-11, VE-12	CAZ, AE-11, VE-12	CAZ, AE-11, VE-12	CAZ, AE-11, VE-12
FINISHED FLOOR ELEVATION	6.07' S.F. & 5.79' NAVD	6.07' S.F. & 5.79' NAVD	6.07' S.F. & 5.79' NAVD	6.07' S.F. & 5.79' NAVD	6.07' S.F. & 5.79' NAVD	6.07' S.F. & 5.79' NAVD	6.07' S.F. & 5.79' NAVD	6.07' S.F. & 5.79' NAVD	6.07' S.F. & 5.79' NAVD	6.07' S.F. & 5.79' NAVD
SITE AREA	49,470 sq. ft.	49,470 sq. ft.	49,470 sq. ft.	49,470 sq. ft.	49,470 sq. ft.	49,470 sq. ft.	49,470 sq. ft.	49,470 sq. ft.	49,470 sq. ft.	49,470 sq. ft.
DENSITY	1.14 units/acre	1.14 units/acre	1.14 units/acre	1.14 units/acre	1.14 units/acre	1.14 units/acre	1.14 units/acre	1.14 units/acre	1.14 units/acre	1.14 units/acre
BUILDING FOOTPRINT COVERAGE	31.78% (MAX)	31.78% (MAX)	31.78% (MAX)	31.78% (MAX)	31.78% (MAX)	31.78% (MAX)	31.78% (MAX)	31.78% (MAX)	31.78% (MAX)	31.78% (MAX)
BUILDING HEIGHTS/FLOORS	1 STORY (14' TO ROOF TOP)	1 STORY (14' TO ROOF TOP)	1 STORY (14' TO ROOF TOP)	1 STORY (14' TO ROOF TOP)	1 STORY (14' TO ROOF TOP)	1 STORY (14' TO ROOF TOP)	1 STORY (14' TO ROOF TOP)	1 STORY (14' TO ROOF TOP)	1 STORY (14' TO ROOF TOP)	1 STORY (14' TO ROOF TOP)
FLOOR AREA RATIO (FAR)	0.70 Max	0.70 Max	0.70 Max	0.70 Max	0.70 Max	0.70 Max	0.70 Max	0.70 Max	0.70 Max	0.70 Max
IMPERVIOUS SURFACE RATIO (ISR)	10.0% Max	10.0% Max	10.0% Max	10.0% Max	10.0% Max	10.0% Max	10.0% Max	10.0% Max	10.0% Max	10.0% Max
TEMPORARY LODGING	1 PER 50 P.S. (MAX)	1 PER 50 P.S. (MAX)	1 PER 50 P.S. (MAX)	1 PER 50 P.S. (MAX)	1 PER 50 P.S. (MAX)	1 PER 50 P.S. (MAX)	1 PER 50 P.S. (MAX)	1 PER 50 P.S. (MAX)	1 PER 50 P.S. (MAX)	1 PER 50 P.S. (MAX)
CONDOMINIUM UNITS	3 UNITS (2 P.S. PER UNIT)	3 UNITS (2 P.S. PER UNIT)	3 UNITS (2 P.S. PER UNIT)	3 UNITS (2 P.S. PER UNIT)	3 UNITS (2 P.S. PER UNIT)	3 UNITS (2 P.S. PER UNIT)	3 UNITS (2 P.S. PER UNIT)	3 UNITS (2 P.S. PER UNIT)	3 UNITS (2 P.S. PER UNIT)	3 UNITS (2 P.S. PER UNIT)
RETAIL & SERVICE	1 P.S. (4 SEATS x 50%)	1 P.S. (4 SEATS x 50%)	1 P.S. (4 SEATS x 50%)	1 P.S. (4 SEATS x 50%)	1 P.S. (4 SEATS x 50%)	1 P.S. (4 SEATS x 50%)	1 P.S. (4 SEATS x 50%)	1 P.S. (4 SEATS x 50%)	1 P.S. (4 SEATS x 50%)	1 P.S. (4 SEATS x 50%)
RESTAURANT	1 P.S. (6 SEATS x 50%)	1 P.S. (6 SEATS x 50%)	1 P.S. (6 SEATS x 50%)	1 P.S. (6 SEATS x 50%)	1 P.S. (6 SEATS x 50%)	1 P.S. (6 SEATS x 50%)	1 P.S. (6 SEATS x 50%)	1 P.S. (6 SEATS x 50%)	1 P.S. (6 SEATS x 50%)	1 P.S. (6 SEATS x 50%)
CONFERENCE ROOM	1 P.S. (6 SEATS x 50%)	1 P.S. (6 SEATS x 50%)	1 P.S. (6 SEATS x 50%)	1 P.S. (6 SEATS x 50%)	1 P.S. (6 SEATS x 50%)	1 P.S. (6 SEATS x 50%)	1 P.S. (6 SEATS x 50%)	1 P.S. (6 SEATS x 50%)	1 P.S. (6 SEATS x 50%)	1 P.S. (6 SEATS x 50%)
ROOF DECK	1 P.S. (4 SEATS x 50%)	1 P.S. (4 SEATS x 50%)	1 P.S. (4 SEATS x 50%)	1 P.S. (4 SEATS x 50%)	1 P.S. (4 SEATS x 50%)	1 P.S. (4 SEATS x 50%)	1 P.S. (4 SEATS x 50%)	1 P.S. (4 SEATS x 50%)	1 P.S. (4 SEATS x 50%)	1 P.S. (4 SEATS x 50%)
TOTAL OF 126 P.S. REQUIRED	126 P.S.	126 P.S.	126 P.S.	126 P.S.	126 P.S.	126 P.S.	126 P.S.	126 P.S.	126 P.S.	126 P.S.
BICYCLE CREDIT	UP TO 3	UP TO 3	UP TO 3	UP TO 3	UP TO 3	UP TO 3	UP TO 3	UP TO 3	UP TO 3	UP TO 3
MOTORCYCLE CREDIT	UP TO 4	UP TO 4	UP TO 4	UP TO 4	UP TO 4	UP TO 4	UP TO 4	UP TO 4	UP TO 4	UP TO 4
1 HCP PARKING SPACE REQUIRED PER 25 PARKING SPACES	5 HCP	5 HCP	5 HCP	5 HCP	5 HCP	5 HCP	5 HCP	5 HCP	5 HCP	5 HCP



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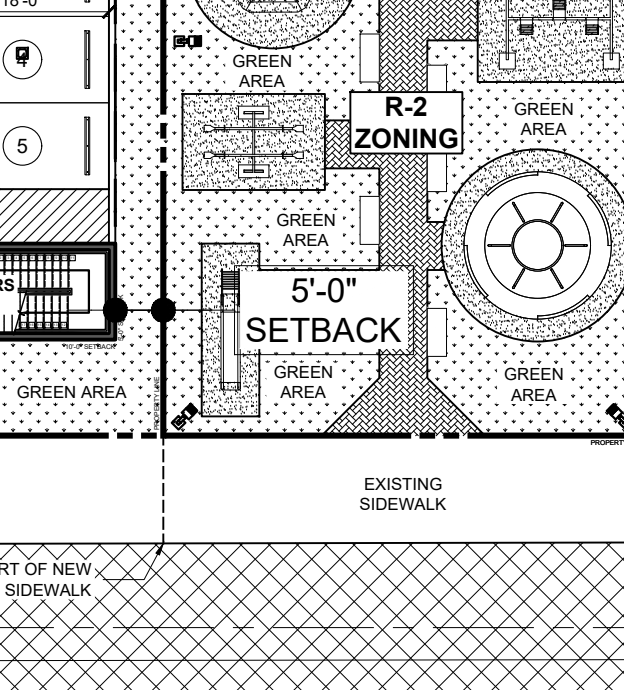
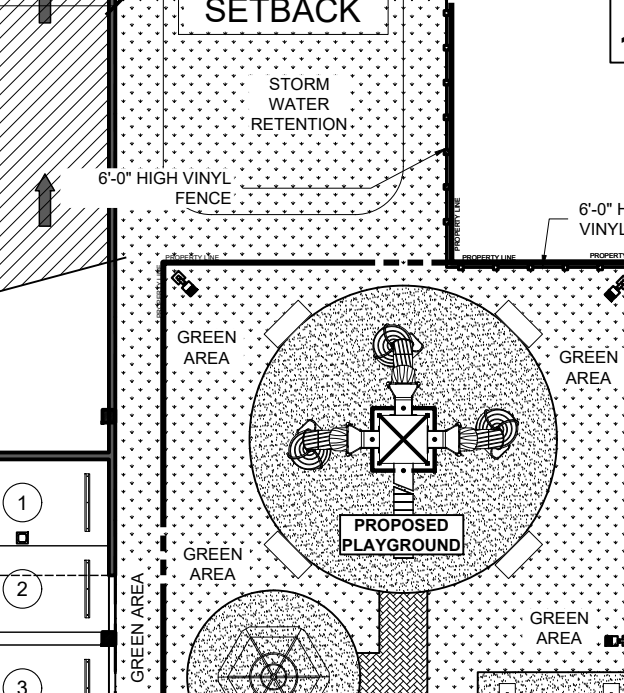
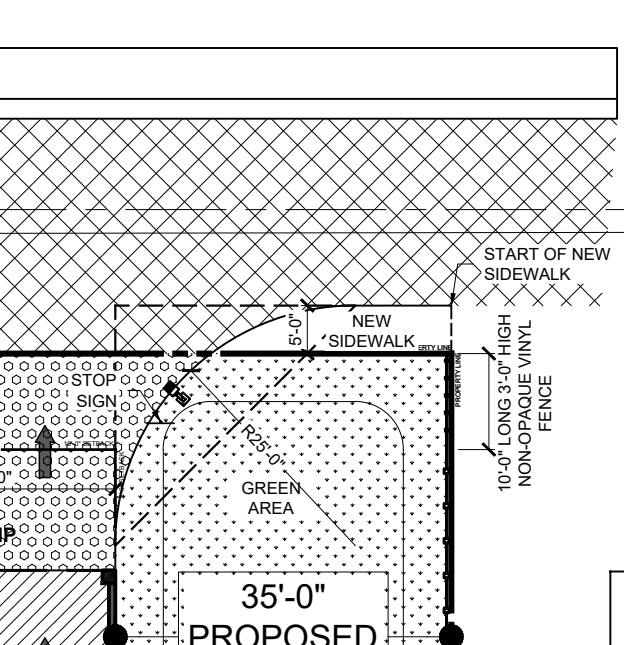
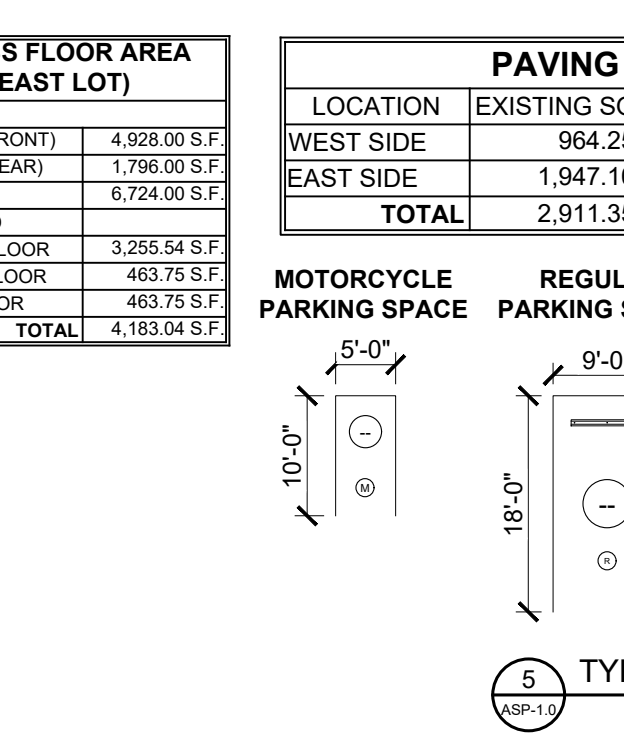
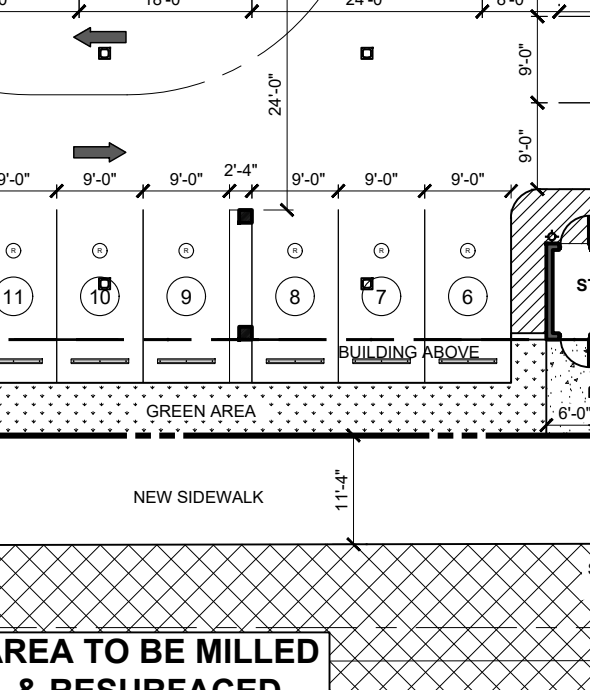
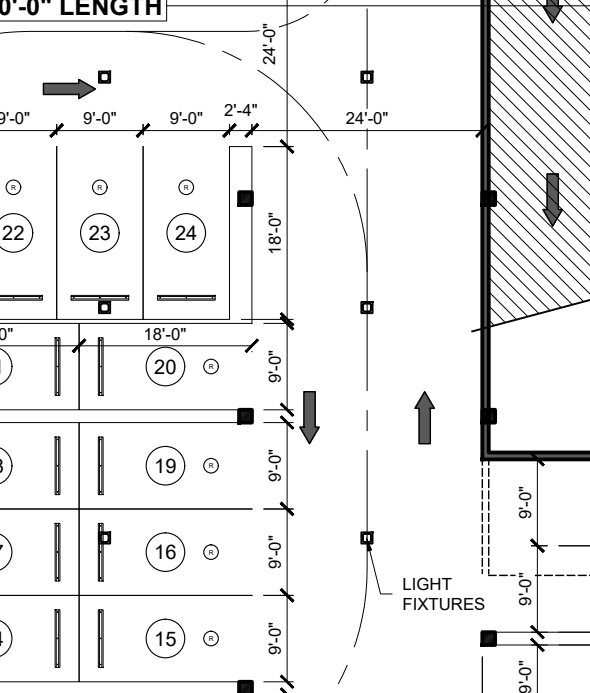
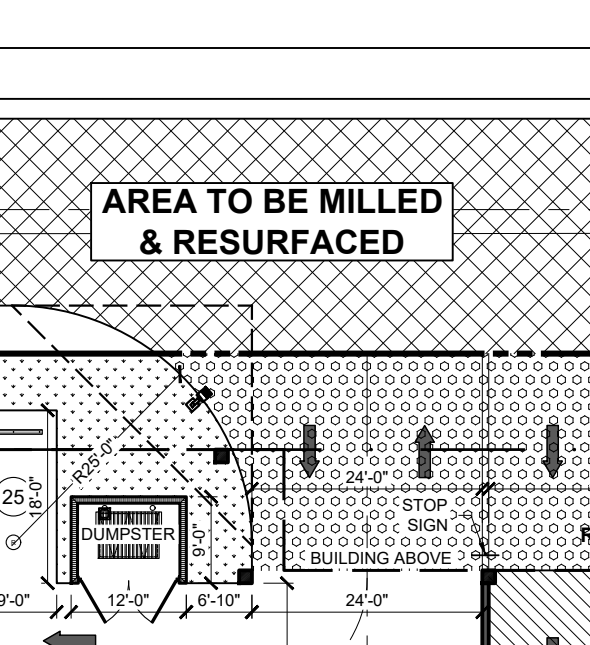
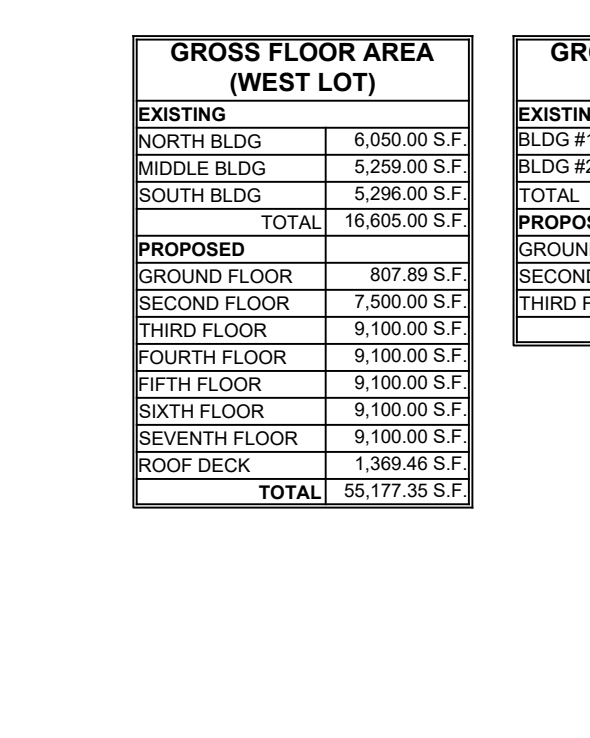
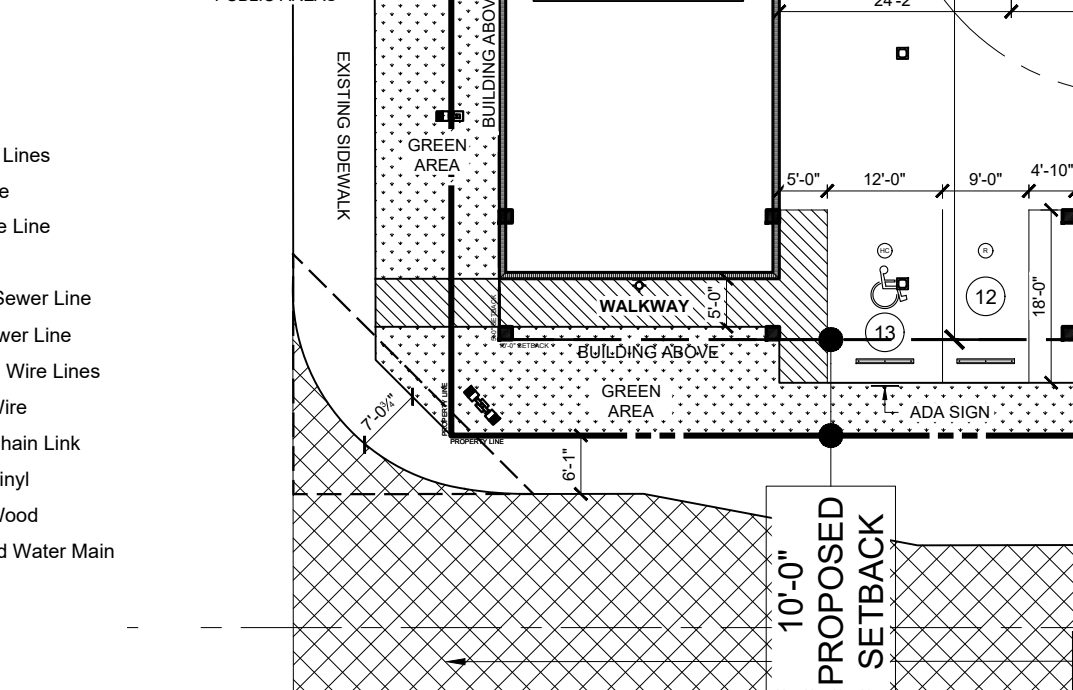
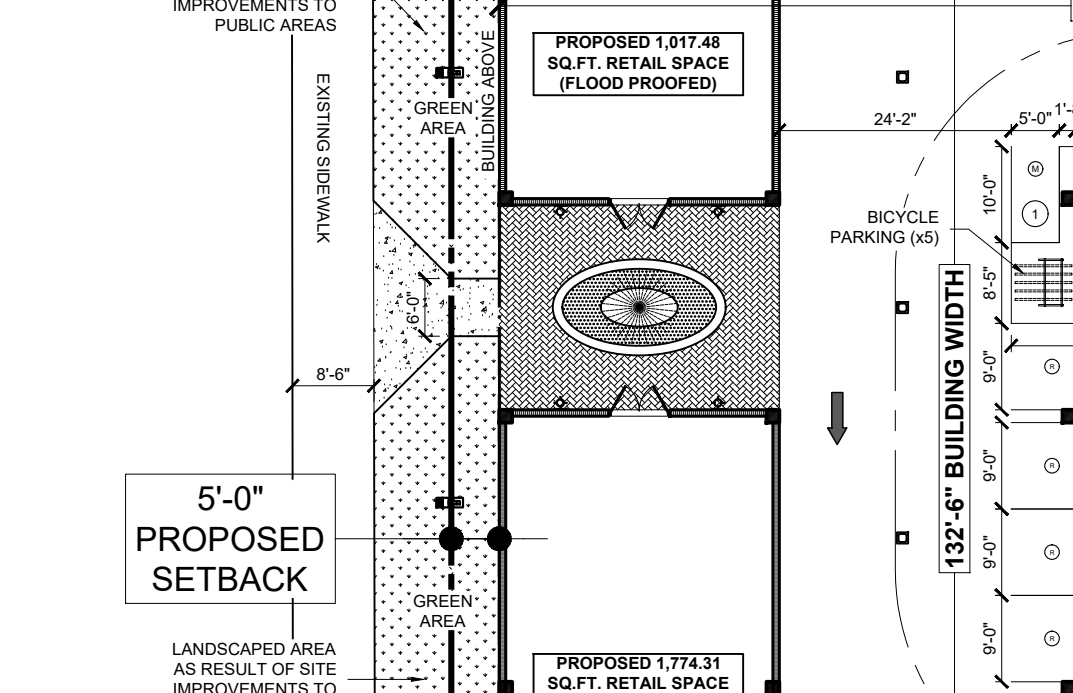
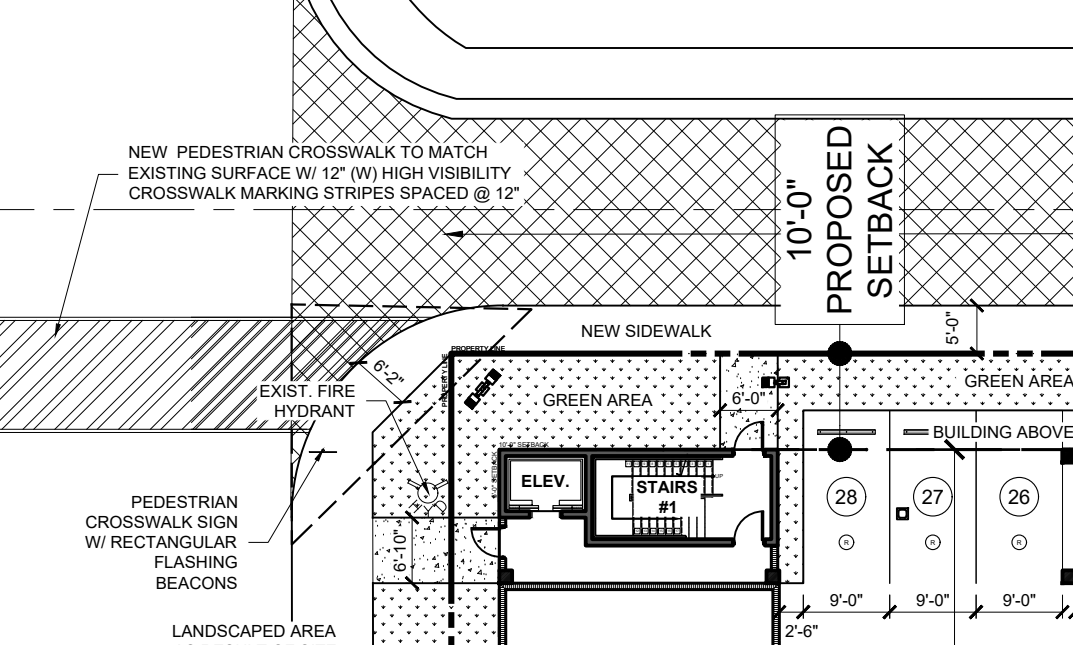
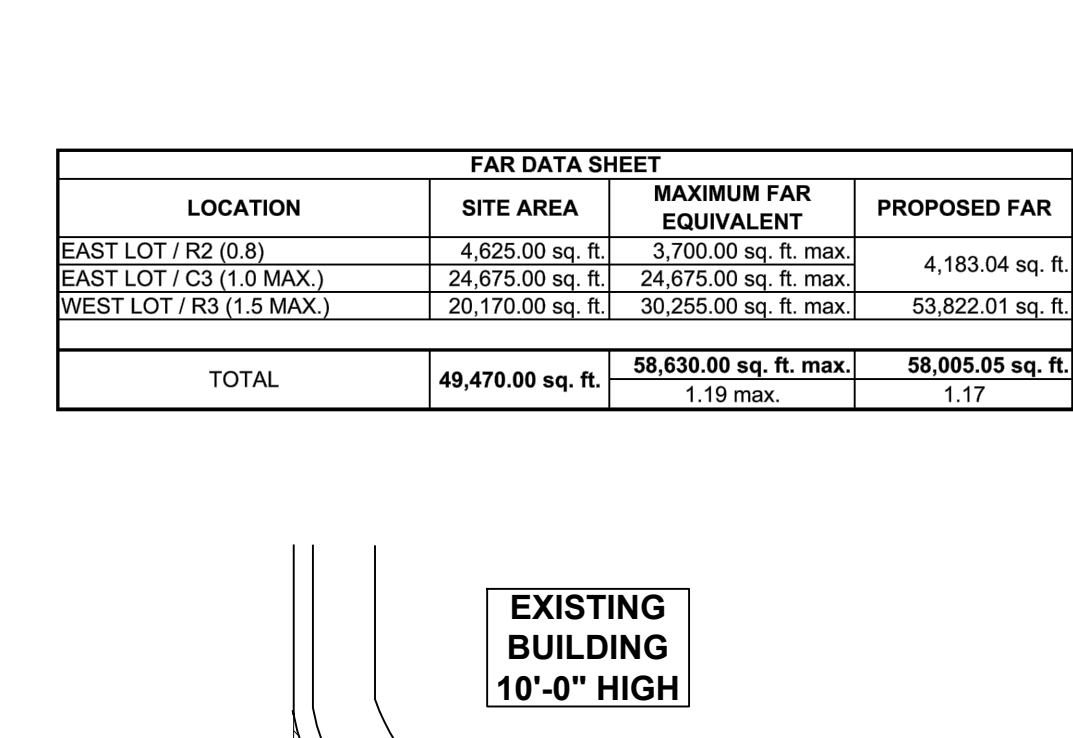
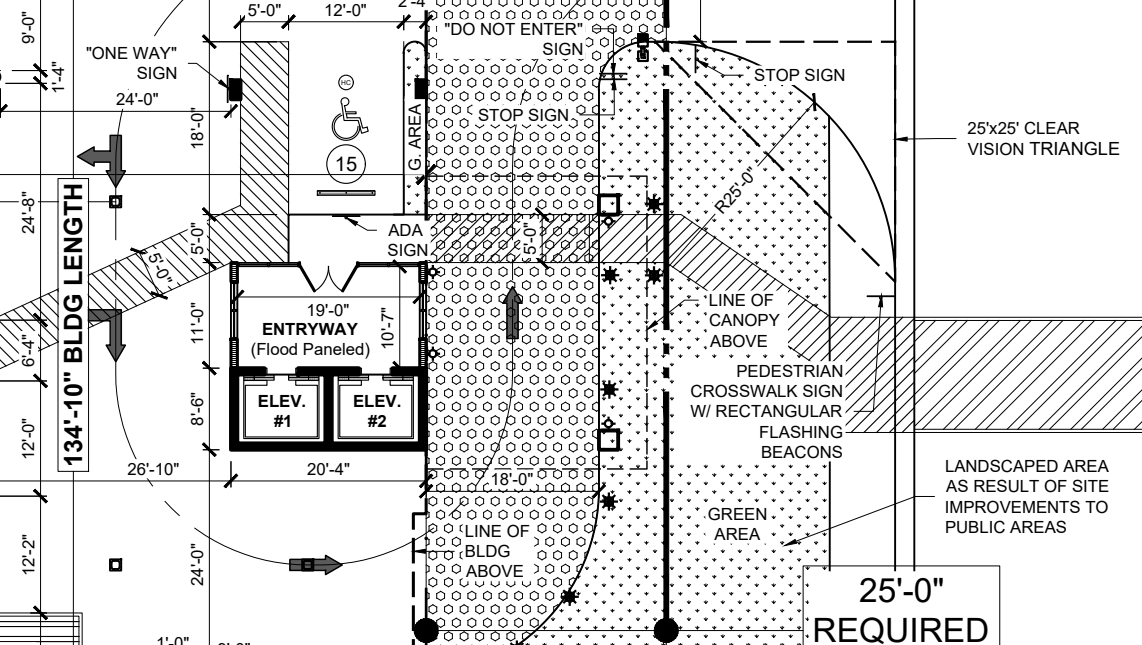
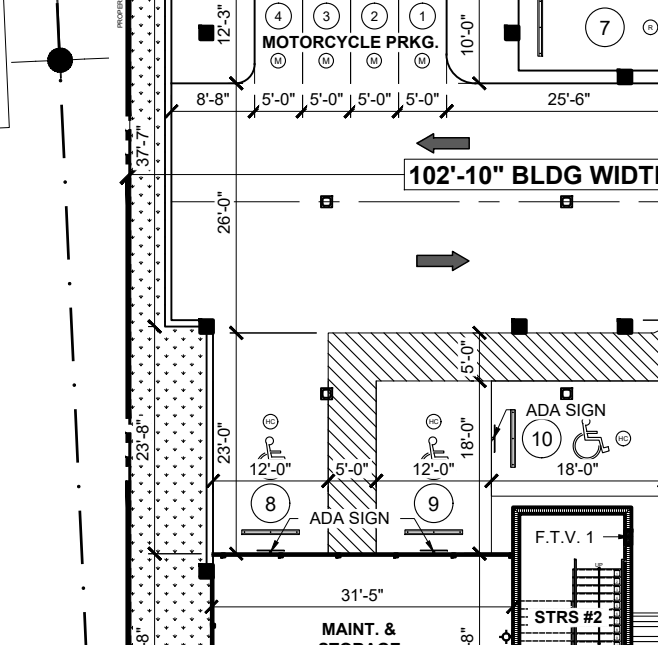
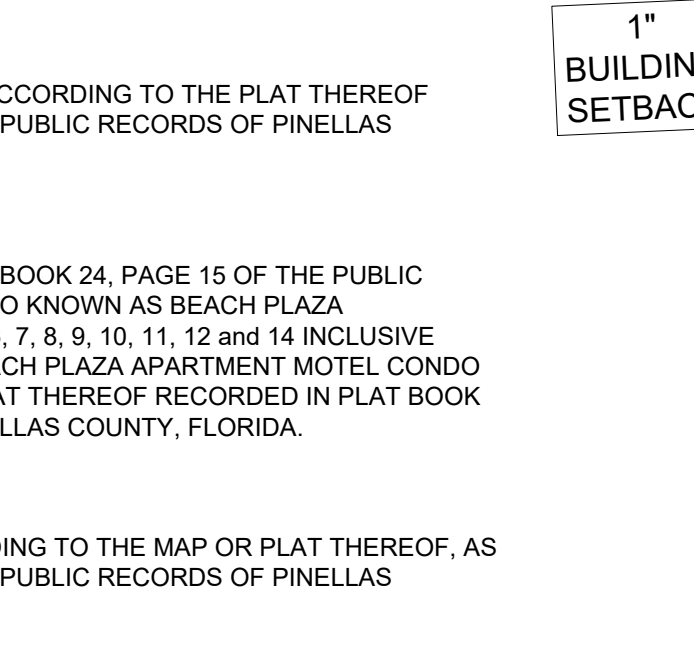
LOTS 1, 2, 71, 72, 73, AND 74, SUNNY SHORES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 24, PAGE 15, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

AND

LOT 3, SUNNY SHORES, AS RECORDED IN PLAT BOOK 24, PAGE 15 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, ALSO KNOWN AS BEACH PLAZA APARTMENT MOTEL CONDO UNITS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 14 INCLUSIVE BEACH PLAZA APARTMENT MOTEL CONDO, BEACH PLAZA APARTMENT MOTEL CONDO (COMMON ELEMENTS), ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 86, PAGE 93, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

AND

LOTS 1, 2, 3, AND 4, MADEIRA SHORES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.



LEGEND

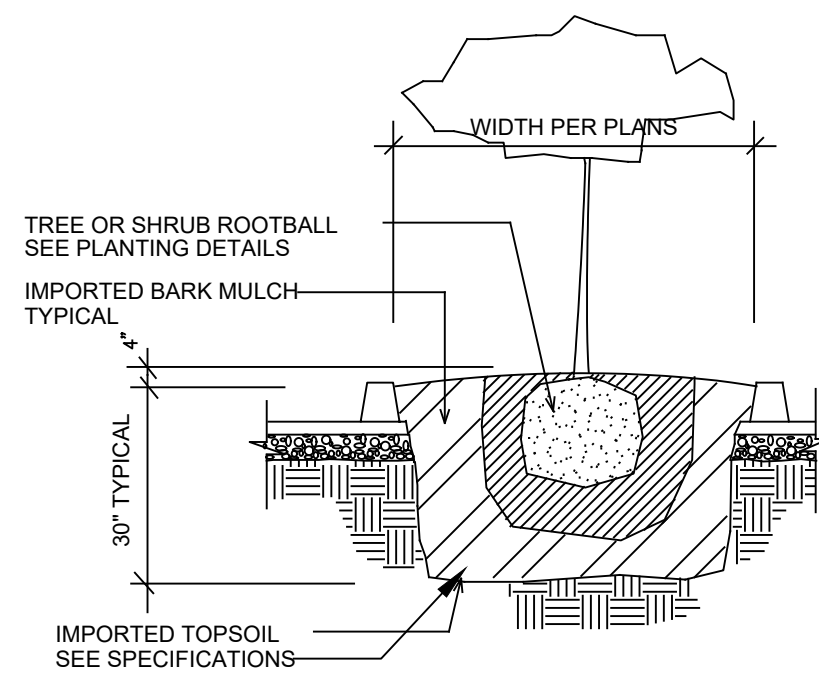
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(D)	Data per Description	FOIR	FOUND IRON ROD & CAP	POB	Point of Beginning
(F)	Field Determined	FCM	FOUND CONCRETE MONUMENT	POC	Point of Commencement
(M)	Measured Data	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	PRC	Point of Reversal Curvature
(P)	Data per Plat	FPE	FINISHED FLOOR ELEVATION	PRM	Permanent Reference Monument
+/-	Plus or Minus	FIP	FOUND IRON PIPE	RGE	Range
AC	Air Conditioner	FIR	FOUND IRON ROD NO CAP	RW	Right-of-way
BW/F	Barbed Wire Fence	FMN	FOUND MAG NAIL	RCP	Reinforced Concrete Pipe
BFE	Base Flood Elevation	FND	FOUND NAIL & DISK	SCM	Set Concrete Monument PLS #2865
BFP	Backflow Preventor	FPP	FOUND PINCHED PIPE	SCR	Set Iron Rod & Cap 1/8" PLS #2865
CB	Chord Bearing	FRD	FOUND RIVET & DISK	SMH	Sanitary Manhole
CH	Chord	F.T.V.	FLOOD THRU VENT	SMN	Set Mag Nail
C.A.B.	Condominium Plat Book	G.I.	GRATE INLET	SND	Set Nail & Disc PLS #2865
C/C	Covered Concrete	GV	GATE VALVE	TBM	Temporary Benchmark
C/S	Concrete Slab	HYD	FIRE HYDRANT	TOB	Top of Bank
C/SW	Concrete Sidewalk	I.E.	INVERT ELEVATION	TOS	Top of Slope
CCCL	Coastal Construction Control Line	M.O.L.	MORE OR LESS	TWP	Township
CCS	Coastal Construction Control Line	LFE	LOWEST FLOOR ELEVATION	TYP	Typical
CLF	Chainlink Fence	M.O.L.	MORE OR LESS	UB	Utility Box
COV	Covered	MES	MITERED END SECTION	UP	Utility Pole
CLP	Concrete Light Pole	M.O.L.	MORE OR LESS	VF	Vinyl Fence
CMF	Corrugated Metal Pipe	N&D	NAIL & DISK	WM	Water Meter
CONC	Concrete	NFNS	NOT FOUND AND NOT SET	WO	Work Order
CONC	Concrete	O.R.	OFFICIAL RECORDS BOOK	WV	Water Valve
Δ	Delta Angle	O.R.	OFFICIAL RECORDS BOOK		
D.B.	Dead Bolt	P.B.	PLAT BOOK		
D/W	Driveway	PCP	PERMANENT CONTROL POINT		
DMH	Drainage Manhole	PG(S)	PAGE(S)		
EP	Edge of Pavement				
EL	Elevation				
EW	Edge of Water				

LEGEND

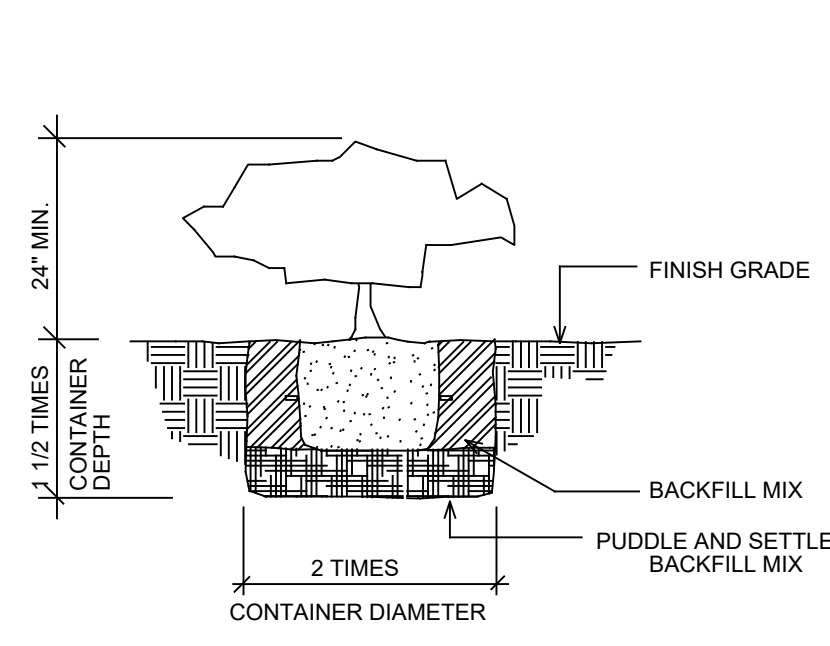
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(D)	Data per Description	FOIR	FOUND IRON ROD & CAP	POB	Point of Beginning
(F)	Field Determined	FCM	FOUND CONCRETE MONUMENT	POC	Point of Commencement
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D.B.	Dead Bolt	P.B.	PLAT BOOK		
D/W	Driveway	PCP	PERMANENT CONTROL POINT		
DMH	Drainage Manhole	PG(S)	PAGE(S)		
EP	Edge of Pavement				
EL	Elevation				
EW	Edge of Water				

LEGEND

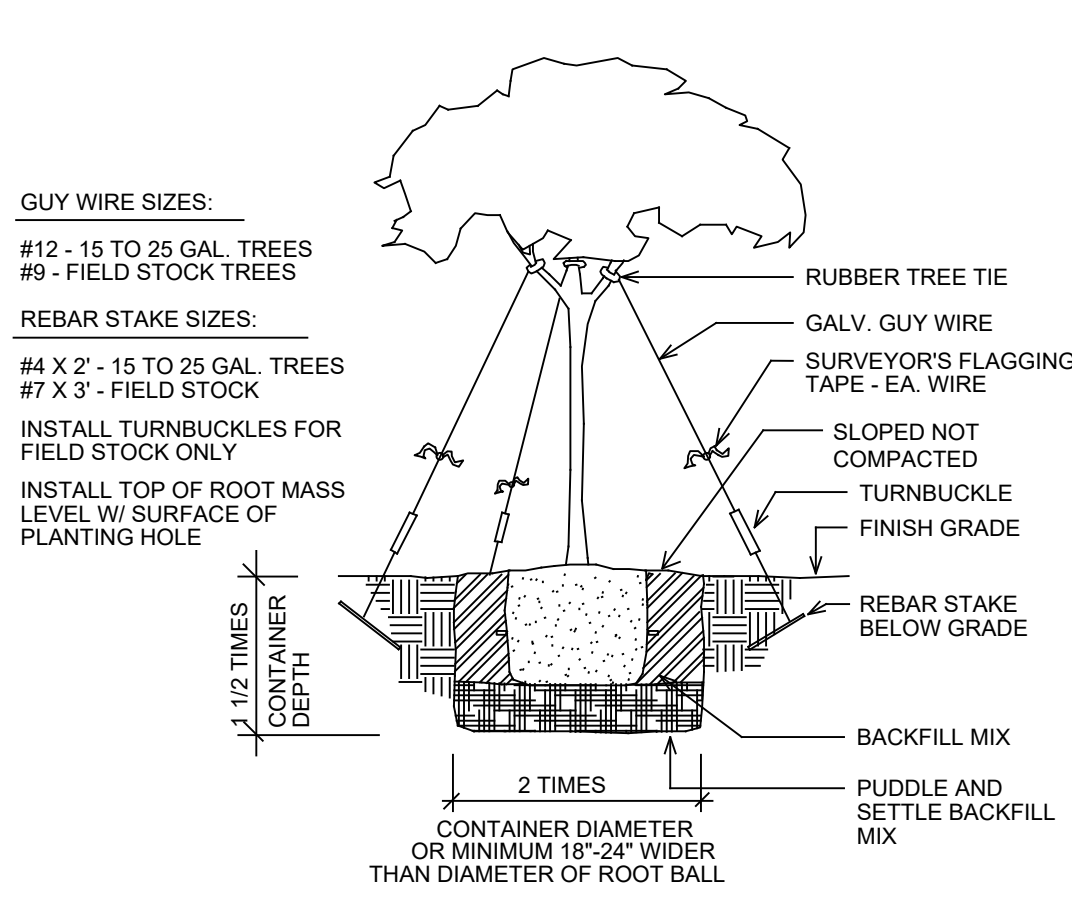
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(D)	Data per Description	FOIR	FOUND IRON ROD & CAP	POB	Point of Beginning
(F)	Field Determined	FCM	FOUND CONCRETE MONUMENT		



1 PLANTER ISLAND (TYP. DETAIL)
SCALE: N.T.S.



2 SHRUB PLANTING (TYP. DETAIL)
SCALE: N.T.S.



3 TREE GUYING (TYP. DETAIL)
SCALE: N.T.S.

EXISTING TREE LEGEND:

- OAK
- PALM
- NORFOLK PINE
- BANYON

TREE LEGEND:

- "VM" CHRISTMAS PALM
- "CE" - SILVER BUTTONWOOD
- "LT" - CRAPE MYRTLE NATIVE FL
- "QV" - LIVE OAK
- "DT" - BLUEBERRY FLAX LILY
- "BC" - DWARF BURFORD HOLLY
- "SR" - BIRD OF PARADISE
- "IH" - INDIAN HAWTHORN BUSH
- "HS" - HIBISCUS
- "VA" LANTANA GROUND COVER
- "SOD" ST. AUGUSTINE
- TREE TO BE REMOVED

GENERAL LANDSCAPE NOTES:

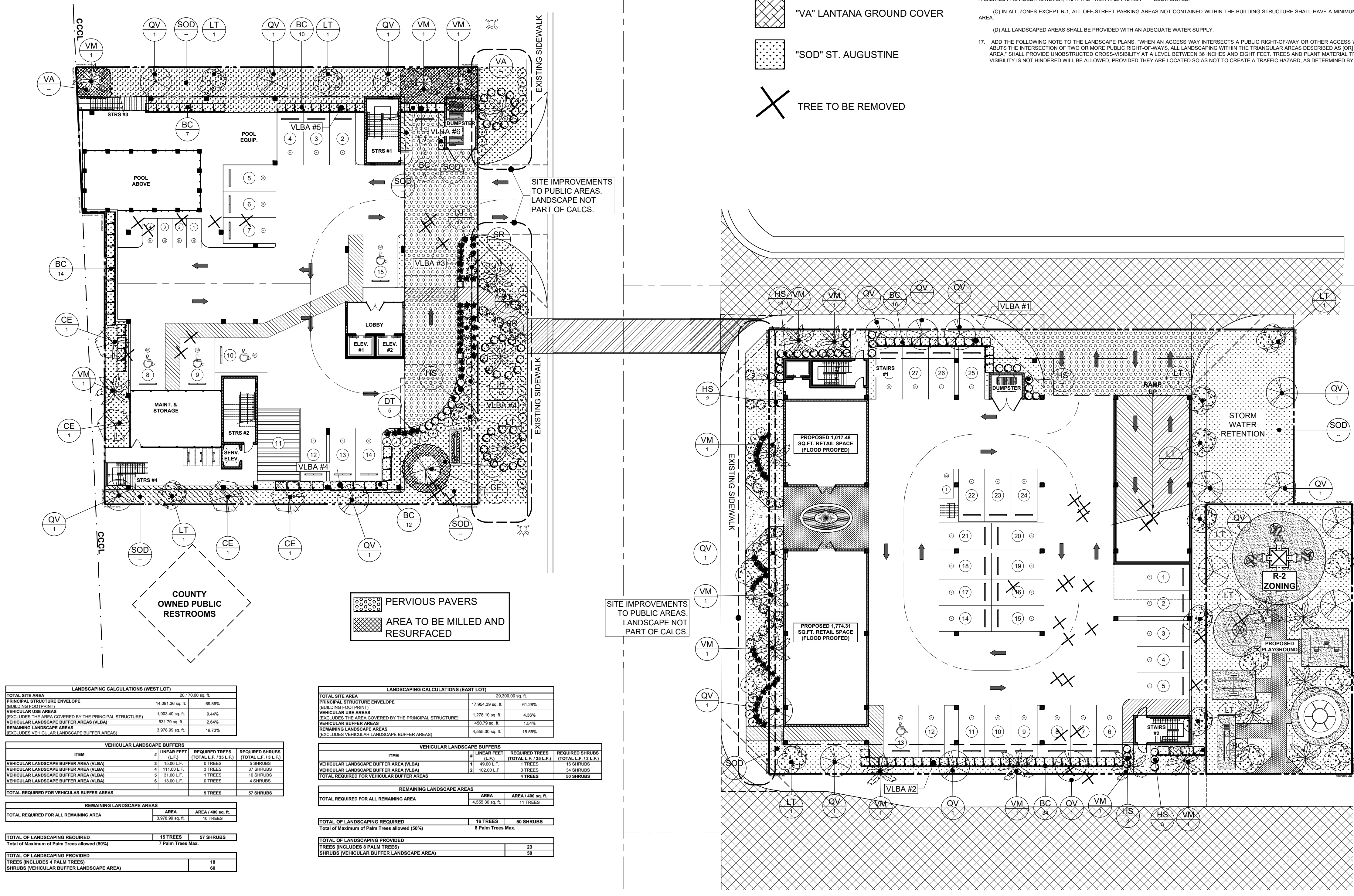
1. ALL PLANT MATERIALS TO BE FLORIDA #1 OR BETTER QUALITY, INSTALLED TO HIGHEST NURSERY STANDARDS.
2. MULCH TO BE "FLORAMULCH" AVAILABLE AT GOMALCH.COM OR 866-466-8524 / 866-GO-MULCH. MULCH SHALL BE INSTALLED TO A MINIMUM OF 3" THICK IN ALL PLANTING AREAS.
3. SOD TO BE 90% WEED FREE: ST. AUGUSTINE FLORATUM. SOD TO BE INSTALLED WITH TIGHT JOINTS, ROLLED AND FERTILIZED AT TIME OF INSTALLATION. ALL AREAS OF THE PROJECT SITE DISTURBED DURING CONSTRUCTION SHALL BE SOOED UNLESS SPECIFICALLY LABELED OTHERWISE. ALL AREAS WITHIN THE PROJECT LIMITS SHALL BE PROVIDED WITH SOD OR OTHER SPECIFIED GROUND COVER.
4. ALL DIMENSIONS TO BE FIELD CHECKED BY THE LANDSCAPE CONTRACTOR PRIOR TO CONSTRUCTION. WITH ANY DISCREPANCIES REPORTED IMMEDIATELY TO THE LANDSCAPE ARCHITECT.
5. ALL MATERIALS MUST BE AS SPECIFIED ON THE LANDSCAPE PLAN. IF MATERIALS OR LABOR DO NOT ADHERE TO SPECIFICATIONS, THEY WILL BE REJECTED BY THE LANDSCAPE ARCHITECT WITH PROPER INSTALLATION CARRIED OUT BY THE LANDSCAPE CONTRACTOR AT NO ADDITIONAL COST.
6. NO SUBSTITUTIONS OR CHANGES OF ANY KIND WILL BE MADE AT TIME OF BIDDING, SO AS TO PROVIDE FOR EQUAL AND FAIR COMPARISONS.
7. ALL PERMITS NECESSARY ARE TO BE PROVIDED BY THE INSTALLING CONTRACTOR UNLESS OTHERWISE SPECIFICALLY STATED IN THE SPECIFICATIONS.
8. NO CONTRACTOR IDENTIFICATION SIGNS SHALL BE PERMITTED ON THE PROJECT.
9. ALL QUESTIONS CONCERNING THE PLANS AND SPECIFICATIONS ARE TO BE DIRECTED TO THE ARCHITECT.
10. CAREFULLY REVIEW THE LANDSCAPE SPECIFICATIONS. THE INSTALLING CONTRACTOR WILL BE HELD RESPONSIBLE FOR ALL ITEMS CONTAINED THEREIN.
11. ALL PLANT MATERIAL SHALL BE PLANTED WITH "TERRA-SORB AG" IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS FOR THE RATE OF APPLICATION.
12. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE STORM WATER POLLUTION PREVENTION PLANS AND APPROPRIATE CONSTRUCTION SITE RUNOFF CONTROLS TO MEET EPA'S NATURAL POLLUTANT DISCHARGE ELIMINATION SYSTEM RULE ON CONSTRUCTION SITES WHERE MORE THAN ONE ACRE OF LAND IS DISTURBED.
 1. FIFTY PERCENT OF THE PLANTS USED IN ALL VEHICULAR-USE AREAS LANDSCAPE DESIGNS SHALL BE DROUGHT TOLERANT AND LOCATED IN GROUPINGS ACCORDING TO WATER REQUIREMENTS.
 2. SEVENTY-FIVE PERCENT OF THE PLANTS USED IN ALL VEHICULAR-USE AREA LANDSCAPE DESIGNS SHALL BE A COMBINATION OF NATIVE AND DROUGHT TOLERANT.
 3. ALL PLANTINGS SHALL BE GROUPED IN ZONES ACCORDING TO WATER REQUIREMENTS AND SHALL BE IRRIGATED IN ZONES SEPARATING HIGH WATER USE LAWN AREA FROM DROUGHT TOLERANT ZONES.
 4. ALL IRRIGATION SYSTEMS SHALL BE AUTOMATIC WITH CYCLING CAPACITY AND SHALL BE DESIGNED TO AVOID IRRIGATION OF UNPLANTED SURFACES.
13. SEC. 106-36 - XERISCAPE REQUIREMENTS. THE XERISCAPE DESIGN PRINCIPLE OF PLANT SELECTION AND PLACEMENT BASED UPON FUNCTION, WATER REQUIREMENTS AND SUITABLE ENVIRONMENTAL EXPOSURE OF PLANT MATERIALS SHALL BE USED IN ALL VEHICULAR-USE AREAS. IN ADDITION, THE FOLLOWING XERISCAPE TECHNIQUES SHALL BE REQUIRED:
 1. FIFTY PERCENT OF THE PLANTS USED IN ALL VEHICULAR-USE AREAS LANDSCAPE DESIGNS SHALL BE DROUGHT TOLERANT AND LOCATED IN GROUPINGS ACCORDING TO WATER REQUIREMENTS.
 2. SEVENTY-FIVE PERCENT OF THE PLANTS USED IN ALL VEHICULAR-USE AREA LANDSCAPE DESIGNS SHALL BE A COMBINATION OF NATIVE AND DROUGHT TOLERANT.
 3. ALL PLANTINGS SHALL BE GROUPED IN ZONES ACCORDING TO WATER REQUIREMENTS AND SHALL BE IRRIGATED IN ZONES SEPARATING HIGH WATER USE LAWN AREA FROM DROUGHT TOLERANT ZONES.
 4. ALL IRRIGATION SYSTEMS SHALL BE AUTOMATIC WITH CYCLING CAPACITY AND SHALL BE DESIGNED TO AVOID IRRIGATION OF UNPLANTED SURFACES.
14. SEC. 106-40 - SCREENING OF BACKFLOW PREVENTERS. BACKFLOW PREVENTERS SHALL BE SCREENED BY DENSE EVERGREEN SHRUBBERY A MINIMUM OF 30 INCHES IN HEIGHT, PLANTED TWO FEET ON CENTER. SUCH SHRUBBERY SHALL BE PLANTED FAR ENOUGH AWAY FROM THE UNIT SO AS TO PROVIDE A MINIMUM OF A THREE-FOOT CLEARED AREA ON THE TWO SIDES OF THE UNIT FOR MAINTENANCE PURPOSES.
15. SEC. 106-42 - SEA OATS / SAND DUNES. THE REMOVAL OR RELOCATION OF SEA OATS OR SAND DUNES ON ANY PROPERTY LANDWARD OF THE COUNTY COASTAL CONSTRUCTION CONTROL LINE WILL BE COORDINATED WITH THE BUILDING AND ZONING DIRECTOR PRIOR TO THE START OF WORK.
16. SECTION 110-670 - LANDSCAPING / GREEN AREA.
 - (A) ONE OF THE PURPOSES OF THE DEVELOPMENT CONTROLS IS TO ENCOURAGE THE PROVISION OF ADEQUATE LANDSCAPING/GREEN AREA IN R-3 ZONES WEST OF GULF BOULEVARD. A MINIMUM OF TEN PERCENT OF THAT PORTION OF THE LOT LOCATED EAST OF THE COUNTY COASTAL CONSTRUCTION CONTROL LINE AS ESTABLISHED BY THE STATE SHALL BE DESIGNATED FOR AND MAINTAINED AS LANDSCAPED GREEN AREA IN SIDE AND FRONT YARDS.
 - (B) IN R-3 ZONES WEST OF GULF BOULEVARD, THE GREEN AREA IN SIDE YARDS SHALL PROVIDE A CLEAR "VIEW AREA" BETWEEN THREE FEET AND TEN FEET IN HEIGHT. I.E. BUSHES OR SHRUBS SHALL NOT EXCEED THREE FEET IN HEIGHT AND TREES SHALL BE TRIMMED BELOW TEN FEET IN HEIGHT. SUCH LANDSCAPED AREAS MAY INCLUDE PASSIVE RECREATION FACILITIES PROVIDED, HOWEVER, THAT THE "VIEW AREA" IS NOT OBSTRUCTED.
 - (C) IN ALL ZONES EXCEPT R-1, ALL OFF-STREET PARKING AREAS NOT CONTAINED WITHIN THE BUILDING STRUCTURE SHALL HAVE A MINIMUM OF TEN PERCENT LANDSCAPED GREEN AREA.
 - (D) ALL LANDSCAPED AREAS SHALL BE PROVIDED WITH AN ADEQUATE WATER SUPPLY.
17. ADD THE FOLLOWING NOTE TO THE LANDSCAPE PLANS: "WHEN AN ACCESS WAY INTERSECTS A PUBLIC RIGHT-OF-WAY OR OTHER ACCESS WAY, OR WHEN THE SUBJECT PROPERTY ADJUTS THE INTERSECTION OF TWO OR MORE PUBLIC RIGHTS OF WAY, ALL LANDSCAPING WITHIN THE TRIANGULAR AREAS DESCRIBED AS ARE REFERRED TO AS THE "CROSS-VISIBILITY AREA" SHALL PROVIDE UNOBSTRUCTED CROSS-VISIBILITY AT A LEVEL BETWEEN 36 INCHES AND EIGHT FEET. TREES AND PLANT MATERIAL TRIMMED IN SUCH A MANNER THAT CROSS VISIBILITY IS NOT HINDERED WILL BE ALLOWED, PROVIDED THEY ARE LOCATED SO AS NOT TO CREATE A TRAFFIC HAZARD, AS DETERMINED BY THE CITY."

PLANT MATERIAL SCHEDULE (BOTH LOTS):

	QTY.	CODE	BOTANICAL NAME	COMMON NAME	SPECS.
PALM	13	VM	VEITCHIA MERRILLI	CHRISTMAS PALM	15' HGT.
SHADE / ORNAMENTAL TREES	11	LT	LAGERSTROEMIA	CRAPE MYRTLE NATIVE FL	8'-10" HGT. X 4" DBH
	16	QV	QUERCUS VIRGINIANA	LIVE OAK	8'-10" HGT. X 4" DBH
SHRUBS	8	CE	CONOCARPUS ERECTUS	SILVER BUTTONWOOD	8'-10" HGT. X 4" DBH
	35	DT	DIANELLA TASMANICA	BLUEBERRY FLAX LILY	3 GAL., 16" HGT. X 36" O.C.
	85	BC	BURFORDII COMPACTA	DWARF BURFORD HOLLY	4 GAL., 24"-26" HGT. X 36" O.C.
	7	SR	STRELITZIA REGINAE	BIRD OF PARADISE	3 GAL., 24"-26" HGT. X 24" SPR. DENSE
GROUND COVER	641 S.F.	VA	TRACHELOSPERMUM ASIATICUM VARIEGATED	VARIEGATED ASIAN JASMINE	1 GAL. 10"-12" SPR. DENSE
	15,438 S.F.	SOD	ST. AUGUSTINE FLORATUM	ST. AUGUSTINE SOD	-

CHARACTERISTICS:
N-NATIVE, F-FLOWERING, E-EVERGREEN, D-DECIDUOUS

- NOTE:
1. A LAYER OF ORGANIC MULCH TO A MINIMUM DEPTH OF 2" SHALL BE INSTALLED AROUND ALL EXISTING AND PROPOSED TREES AND PLANT BEDS. CYPRESS MULCH SHALL NOT BE USED.
 2. ALL TREES (NEW AND EXISTING) ARE TO HAVE A 3" DIAMETER MINIMUM MULCHED CIRCLE AROUND THE BASE UNLESS IT IS IN A PLANTING BED. MULCH SHALL BE NATURAL WOOD. NO CYPRESS MULCH ALLOWED.
 3. ALL TREES MUST HAVE A 5' DIA. MULCHED AREA AROUND THEM WITH 6" CLEAR AROUND TRUNK.
 4. ALL TREE DIAMETERS TO BE AT CHEST HEIGHT OF 4'-0" DBH



LANDSCAPING CALCULATIONS (WEST LOT)

ITEM	AREA	REQUIREMENTS
TOTAL SITE AREA	201,700 sq. ft.	
PRINCIPAL STRUCTURE ENVELOPE	14,081 sq. ft.	49.96%
VEHICULAR USE AREAS	1,903 sq. ft.	9.44%
VEHICULAR LANDSCAPE BUFFER AREA (VLBA)	537 sq. ft.	2.64%
REMAINING LANDSCAPE AREAS	3,879 sq. ft.	19.22%

VEHICULAR LANDSCAPE BUFFERS	LINEAR FEET (L.F.)	REQUIRED TREES	REQUIRED SHRUBS
VEHICULAR LANDSCAPE BUFFER AREA (VLBA)	11,000 L.F.	3 TREES	5 SHRUBS
VEHICULAR LANDSCAPE BUFFER AREA (VLBA)	11,000 L.F.	3 TREES	5 SHRUBS
VEHICULAR LANDSCAPE BUFFER AREA (VLBA)	31,000 L.F.	1 TREES	10 SHRUBS
VEHICULAR LANDSCAPE BUFFER AREA (VLBA)	13,000 L.F.	3 TREES	5 SHRUBS
TOTAL REQUIRED FOR VEHICULAR BUFFER AREAS		5 TREES	30 SHRUBS

REMAINING LANDSCAPE AREAS	AREA	AREA / 600 sq. ft.
TOTAL REQUIRED FOR ALL REMAINING AREA	3,879 sq. ft.	10 TREES

TOTAL OF LANDSCAPING REQUIRED: 15 TREES, 37 SHRUBS
Total of Maximum of Palm Trees allowed (50%): 7 Palm Trees Max.

TOTAL OF LANDSCAPING PROVIDED: 18 TREES (INCLUDES 4 PALM TREES), 60 SHRUBS (VEHICULAR BUFFER LANDSCAPE AREA)

LANDSCAPING CALCULATIONS (EAST LOT)

ITEM	AREA	REQUIREMENTS
TOTAL SITE AREA	29,300 sq. ft.	
PRINCIPAL STRUCTURE ENVELOPE	17,854 sq. ft.	61.28%
VEHICULAR USE AREAS	1,278 sq. ft.	4.36%
VEHICULAR LANDSCAPE BUFFER AREA (VLBA)	450 sq. ft.	1.54%
REMAINING LANDSCAPE AREAS	4,558 sq. ft.	15.55%

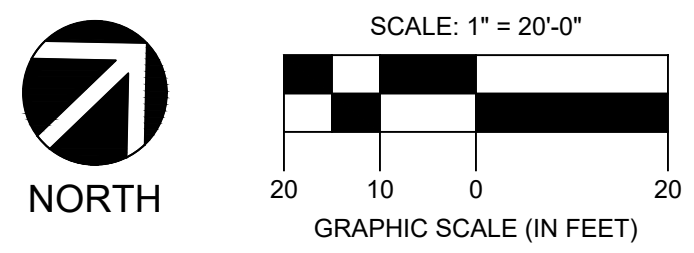
VEHICULAR LANDSCAPE BUFFERS	LINEAR FEET (L.F.)	REQUIRED TREES	REQUIRED SHRUBS
VEHICULAR LANDSCAPE BUFFER AREA (VLBA)	11,000 L.F.	3 TREES	5 SHRUBS
VEHICULAR LANDSCAPE BUFFER AREA (VLBA)	11,000 L.F.	3 TREES	5 SHRUBS
VEHICULAR LANDSCAPE BUFFER AREA (VLBA)	31,000 L.F.	1 TREES	10 SHRUBS
VEHICULAR LANDSCAPE BUFFER AREA (VLBA)	13,000 L.F.	3 TREES	5 SHRUBS
TOTAL REQUIRED FOR VEHICULAR BUFFER AREAS		5 TREES	30 SHRUBS

REMAINING LANDSCAPE AREAS	AREA	AREA / 600 sq. ft.
TOTAL REQUIRED FOR ALL REMAINING AREA	4,558 sq. ft.	11 TREES

TOTAL OF LANDSCAPING PROVIDED: 16 TREES, 50 SHRUBS
Total of Maximum of Palm Trees allowed (50%): 8 Palm Trees Max.

TOTAL OF LANDSCAPING PROVIDED: 23 TREES (INCLUDES 5 PALM TREES), 60 SHRUBS (VEHICULAR BUFFER LANDSCAPE AREA)

1 LANDSCAPE PLAN
SCALE: 1" = 20'-0"



PROJECT: **SCHOONER RESORT**
14500 - 14550 GULF BOULEVARD
MADEIRA BEACH, FLORIDA

LANDSCAPE PLAN

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ARCHITECT AIA, PA
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DATE: OCT - 2018
JOB PROJECT #: 2018-029
SHEET #: ASP-1.1

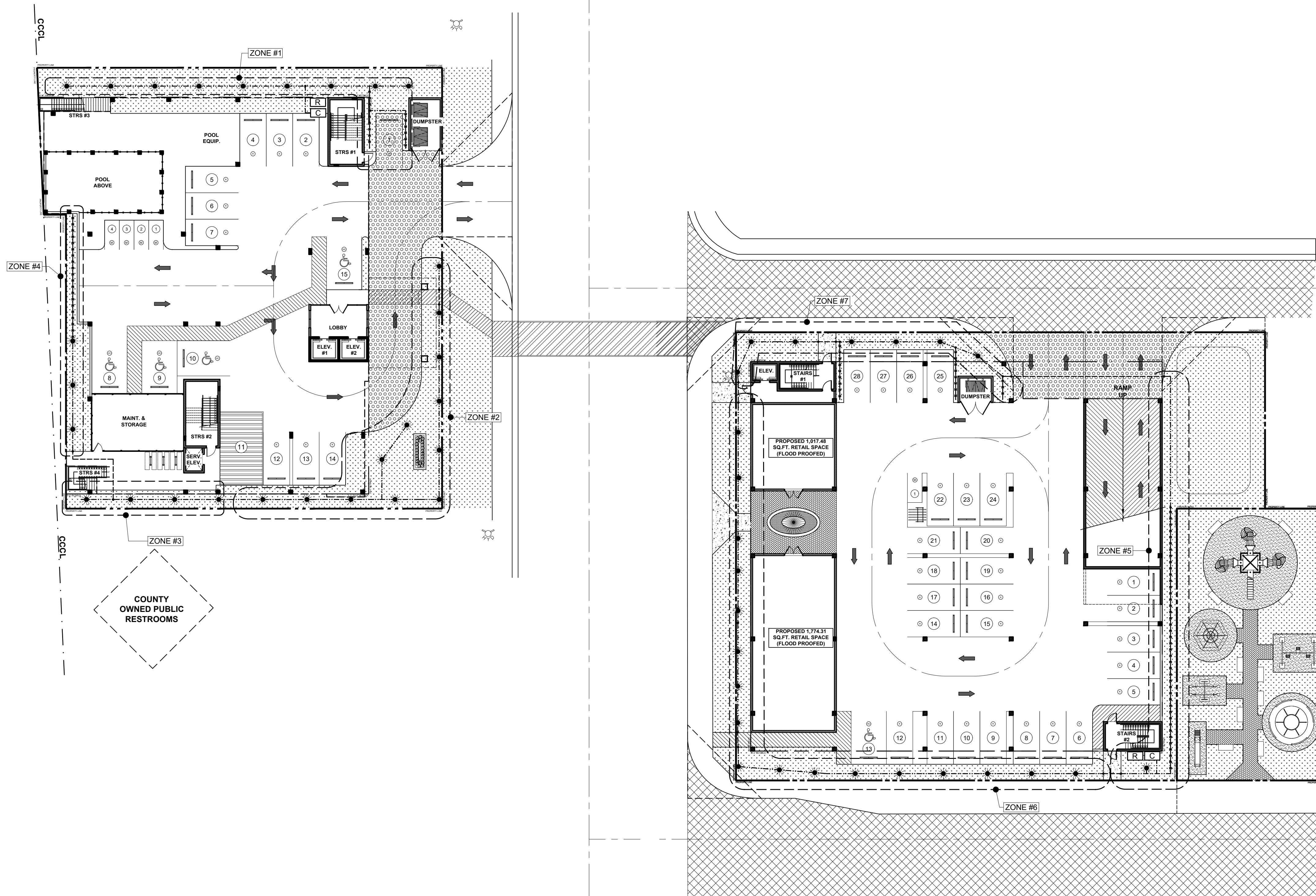
DRIVEN BY: TT-AT-JB-CS
UPDATED ON: Jan. 11, 22

GENERAL IRRIGATION NOTES:

- THE CONTRACTOR SHALL PROVIDE A 100% COVERAGE AUTOMATIC IRRIGATION SYSTEM ACCORDING TO THE IRRIGATION SPECIFICATIONS. IN ALL CASES COMPLY WITH THE WRITTEN IRRIGATION SPECIFICATIONS AND THE GENERAL IRRIGATION NOTES.
- ALL QUESTIONS CONCERNING SPECIFICATIONS ARE TO BE DIRECTED TO THE ARCHITECT.
- SHRUB RISERS SHALL ONLY BE INSTALLED IN HEDGES OR MASS PLANTINGS NOT TO EXTEND MORE THAN 3" ABOVE THE INSTALLED HEIGHT OF THE SHRUB. IN NO CASE SHALL SHRUB RISERS BE INSTALLED DIRECTLY ADJACENT TO CURBS, WALKS OR OTHER VEHICULAR ACCESS WAYS. IF RISERS ARE TO BE USED IN HEDGES ABUTTING PARKING AREAS, THEY MUST BE PLACED A MINIMUM OF 30" AWAY FROM BACK OF CURB AND EMBEDDED IN THE HEDGE SO AS NOT TO BE SEEN OR DAMAGED BY VEHICULAR OVERHANG. ALL SHRUB RISERS SHALL BE PAINTED BLACK OR DARK GREEN.
- ALL PLANTED GROUND COVER AREAS, INCLUDING MASS PLANTINGS OF DWARF SHRUBS NOT EXCEEDING 22", SHALL BE IRRIGATED WITH 12" POP-UP SPRAY HEADS (UNLESS OTHERWISE NOTED) AND EXTENDERS (IF REQUIRED).
- ALL SODDED AREAS SHALL BE IRRIGATED WITH 6" POP-UP SPRAYS (OR POP-UP ROTORS WHERE APPROPRIATE), UNLESS OTHERWISE NOTED.
- PIPE, VALVES AND OTHER IRRIGATION EQUIPMENT MAY BE SHOWN IN BUILDINGS, DRIVES AND WALKS FOR CLARITY ONLY. LOCATE ALL VALVES AND OTHER IRRIGATION EQUIPMENT IN PLANT BED AREAS FOR BEST CONCEALMENT AND ACCESSIBILITY.
- VALVES ARE TO BE INSTALLED IN VALVE BOXES LARGE ENOUGH TO ACCOMMODATE MAINTENANCE AND OPERATION OF VALVES. VALVE PIT SHALL BE FREE FROM MUD OR OTHER DEBRIS WHICH MAY COVER VALVE. PROVIDE 12" DIAMETER RIVER GRAVEL SUMP 3" THICK AT THE BOTTOM OF VALVE PIT.
- ALL IRRIGATION MATERIALS AND INSTALLATION SHALL MEET FEDERAL, STATE AND LOCAL CODES, REGULATIONS AND ORDINANCES CONCERNING IRRIGATION CONSTRUCTION.
- FLEXIBLE POLYETHYLENE SWING JOINTS SHALL BE USED FOR ALL POP-UP SPRAY HEADS. ROTOR HEADS SHALL HAVE RIGID PVC SWING JOINTS. CONCRETE DONUTS SHALL BE INSTALLED AT ALL HEAD LOCATIONS ADJACENT TO OR IN VEHICULAR USE AREAS.
- ALL SLEEVES ARE TO BE SCHEDULE 40 PVC LOCATED A MINIMUM OF 14" BELOW FINISH GRADE.
- ADJUST ALL HEADS TO PROVIDE MAXIMUM COVERAGE AND MINIMUM OVERTHROW.
- CONTRACTOR SHALL ADJUST HEADS AS NEEDED IN VEHICULAR AREAS TO INSURE THAT PARKED VEHICLES DO NOT INTERFERE WITH THE OPERATION OF THE IRRIGATION SYSTEM. NOTIFY THE LANDSCAPE ARCHITECT AND OBTAIN WRITTEN APPROVAL PRIOR TO ADJUSTING IRRIGATION HEAD LAYOUT SO THAT 100% COVERAGE IS NOT COMPROMISED.
- EQUIPMENT AND HEADS SHALL BE MANUFACTURED BY "RAINBIRD" OR "HUNTER" OR AS OTHERWISE STATED ON THE PLANS.
- CONTRACTOR SHALL FIELD VERIFY CAPABILITY OF WATER SOURCE TO DELIVER PROPER PRESSURE PER SQUARE INCH (PSI) AND GALLONS PER MINUTE (GPM) AS REQUIRED BY THE IRRIGATION SYSTEM. NOTIFY THE LANDSCAPE ARCHITECT PRIOR TO CONTRACT IF THERE IS ANY DISCREPANCY.
- IRRIGATION WATER SOURCE SHALL BE RECLAIMED WATER, IF AVAILABLE. COORDINATE NEW IRRIGATION WORK WITH EXISTING IRRIGATION TO REMAIN.
- ALL PERMITS NECESSARY ARE TO BE PROVIDED BY THE INSTALLING CONTRACTOR UNLESS OTHERWISE SPECIFICALLY STATED.
- REFER TO THE LANDSCAPE DRAWINGS WHEN LOCATING ALL IRRIGATION EQUIPMENT. ALLOW AMPLE ROOM NEAR PIPE, VALVES AND OTHER EQUIPMENT FOR THE PLANTING OF TREES AND HEDGES.
- ALL WIRES SHALL BE INSTALLED IN WIRE SLEEVES UNDER WALKS AND DRIVES.
- IF THERE IS A CONFLICT BETWEEN THE IRRIGATION PLAN AND SPECIFICATIONS, CONTACT THE LANDSCAPE ARCHITECT IMMEDIATELY.
- CAREFULLY REVIEW THE IRRIGATION SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ITEMS CONTAINED THEREIN.
- CONTRACTOR SHALL FURNISH OWNER WITH 2 COPIES OF OPERATION MANUALS AND WATER SCHEDULING TIMES AS REQUIRED TO SUSTAIN THE PLANT MATERIAL. CONTRACTOR SHALL INSTRUCT THE OWNER AS TO THE PROPER OPERATION AND MAINTENANCE OF THE ENTIRE IRRIGATION SYSTEM PRIOR TO FINAL ACCEPTANCE.
- THE IRRIGATION SYSTEM SHALL INCLUDE A RAIN SENSOR / SHUT-OFF DEVICE TO AVOID IRRIGATION DURING PERIODS OF SUFFICIENT RAINFALL.

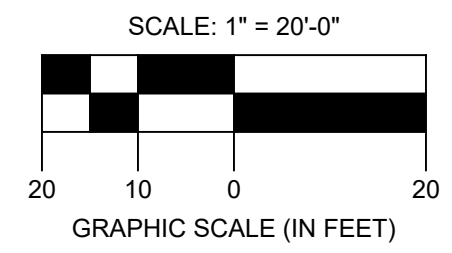
IRRIGATION LEGEND

- RAINBIRD 6" POP-UP SPRAY HEADS (83) @ 15' O.C.
- IRRIGATION LINE INDICATION
- IRRIGATION LINE UNDER HARD SURFACE (SLEEVED 3")
- PERFORATED LINE INDICATION
- HUNTER RAIN SYNC DEVICE (2)
- HUNTER I-CORE CONTROLLER (2)



IRRIGATIONS NOTES		
ZONE	DESCRIPTION	QTY.
1	SPRAY ZONE WITH RAINBIRD POP-UPS	9
2	SPRAY ZONE WITH RAINBIRD POP-UPS	12
3	SPRAY ZONE WITH RAINBIRD POP-UPS	4
4	SPRAY ZONE WITH RAINBIRD POP-UPS	3
5	SPRAY ZONE WITH RAINBIRD POP-UPS	1
6	SPRAY ZONE WITH RAINBIRD POP-UPS	17
7	SPRAY ZONE WITH RAINBIRD POP-UPS	7
TOTAL RAINBIRD POP-UPS		53

1 IRRIGATION PLAN
 ASP-1.2 SCALE: 1" = 20'-0" NORTH



CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND COORDINATE ALL FIELD CONDITIONS. ALL DISCREPANCIES AND CONFLICTS SHALL BE REPORTED TO THE ARCHITECT IN WRITING PRIOR TO PROCEEDING OR CONTINUING WITH CONSTRUCTION. UNRECORDED DISCREPANCIES AND CONFLICTS SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACTOR.

PROFESSIONAL STATEMENT TO THE BEST OF THIS ARCHITECT'S KNOWLEDGE, ENCLOSURE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE MINIMUM FIRE SAFETY STANDARDS AS DETERMINED IN ACCORDANCE WITH CHAPTERS 63 AND 65, LAWS OF FLORIDA.

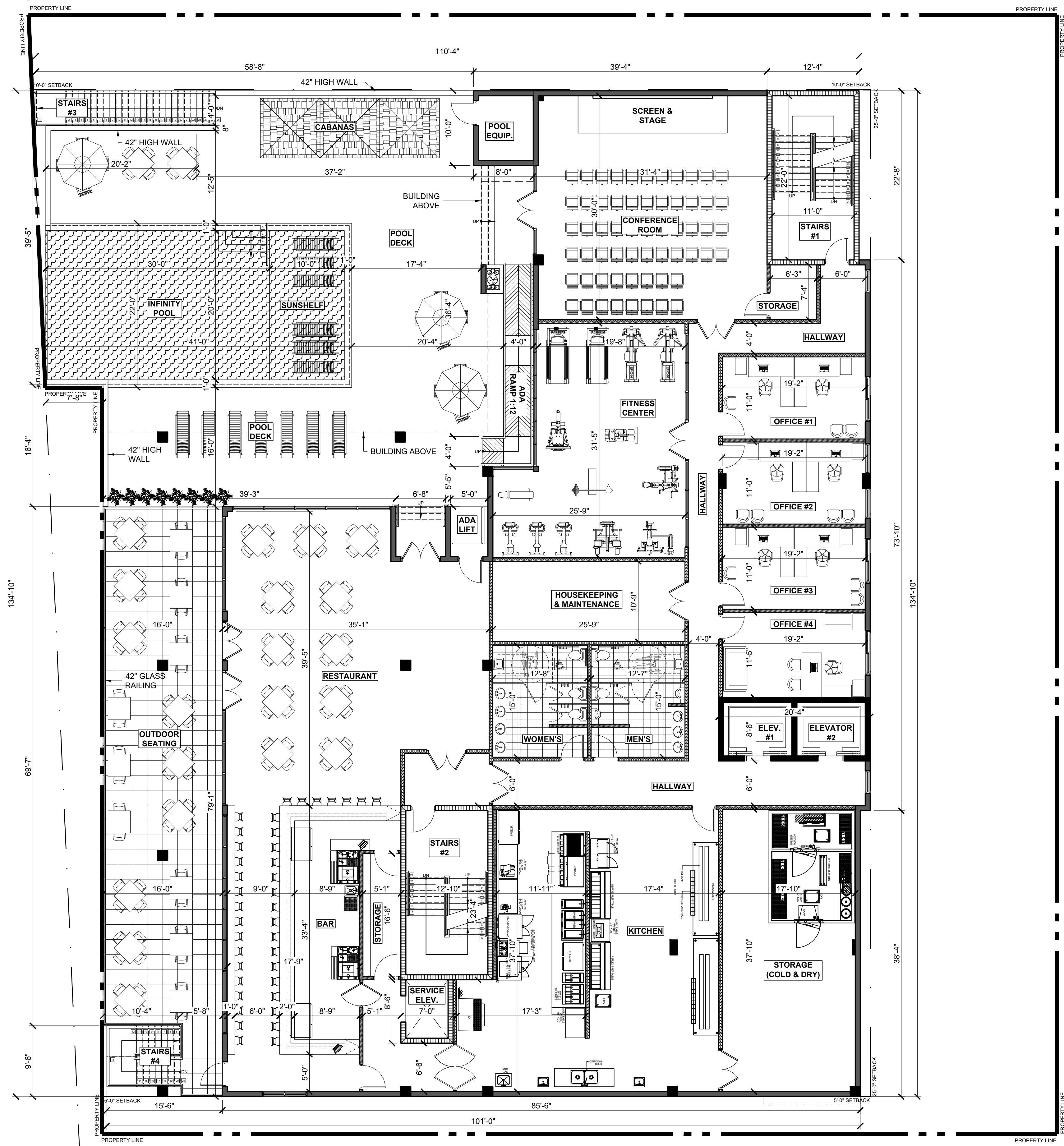
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PROJECT: **SCHOONER RESORT**
 14500 - 14550 GULF BOULEVARD
 MADEIRA BEACH, FLORIDA

IRRIGATION PLAN

NO.	DATE	REVISIONS
	11/16/2021	SUBMITTAL PER CITY COMMENTS
	12/14/2021	SUBMITTAL PER CITY COMMENTS

DRAWN BY: TT-AT-JB-CS
 UPDATED ON: Jan. 11, 22
 DATE: OCT - 2018
 JOB PROJECT #: 2018-029
 SHEET # ASP-1.2



1 SECOND FLOOR PLAN (GULF FRONT LOT) SCALE: 1/8" = 1'-0" NORTH

CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND COORDINATE ALL FIELD CONDITIONS. ALL DISCREPANCIES AND CONFLICTS SHALL BE REPORTED TO THE ARCHITECT IN WRITING PRIOR TO PROCEEDING OR CONTINUING WITH CONSTRUCTION. UNREPORTED DISCREPANCIES AND CONFLICTS SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACTOR.

PROFESSIONAL STATEMENT TO THE BEST OF THIS ARCHITECT'S KNOWLEDGE, ENCLINED PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE MINIMUM FIRE SAFETY STANDARDS AS DETERMINED IN ACCORDANCE WITH CHAPTERS 63 AND 65, LAWS OF FLORIDA.

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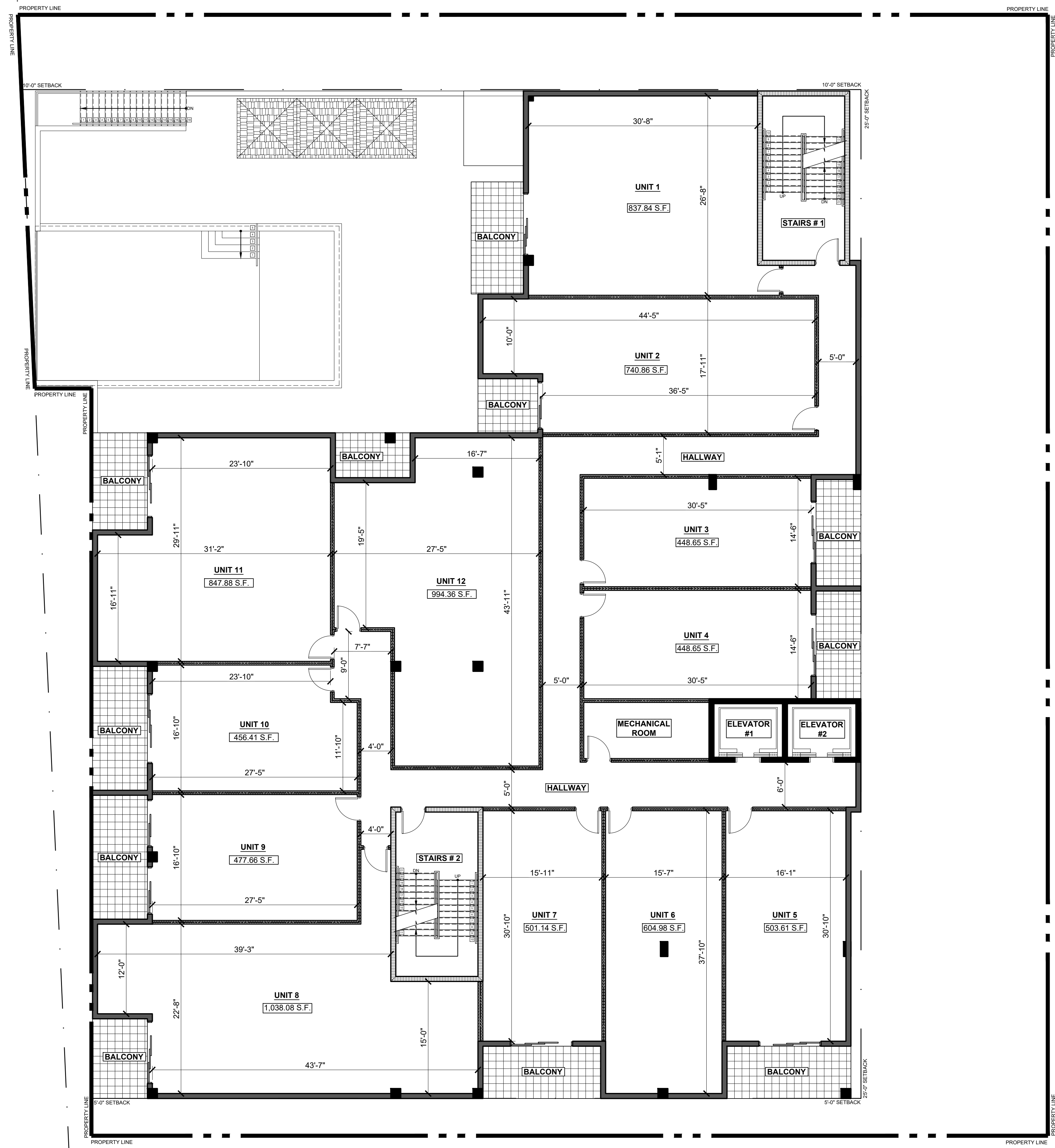
PROJECT: SCHOONER RESORT
 14500 - 14550 GULF BOULEVARD
 MADEIRA BEACH, FLORIDA

CLIENT: SECOND FLOOR PLAN (GULF FRONT LOT)

NO.	DATE	DESCRIPTION
1	11/16/2021	SUBMITTAL PER CITY COMMENTS
2	12/14/2021	SUBMITTAL PER CITY COMMENTS

REVISIONS

DRAWN BY: TT-AT-JB-CS
 UPDATED ON: Dec. 16, 21
 DATE: OCT - 2018
 JOB PROJECT #: 2018-029
 SHEET #: A-1.1



CCCL

1 3rd FLOOR PLAN
 A-1.1A SCALE: 1/8" = 1'-0"
 NORTH

CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND COORDINATE ALL FIELD CONDITIONS. ALL DISCREPANCIES AND CONFLICTS SHALL BE REPORTED TO THE ARCHITECT IN WRITING PRIOR TO PROCEEDING OR CONTINUING WITH CONSTRUCTION. UNREPORTED DISCREPANCIES AND CONFLICTS SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACTOR.

PROFESSIONAL STATEMENT TO THE BEST OF THIS ARCHITECT'S KNOWLEDGE, ENCLOSURE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE MINIMUM FIRE SAFETY STANDARDS AS DETERMINED IN ACCORDANCE WITH CHAPTERS 553 AND 625, LAWS OF FLORIDA.

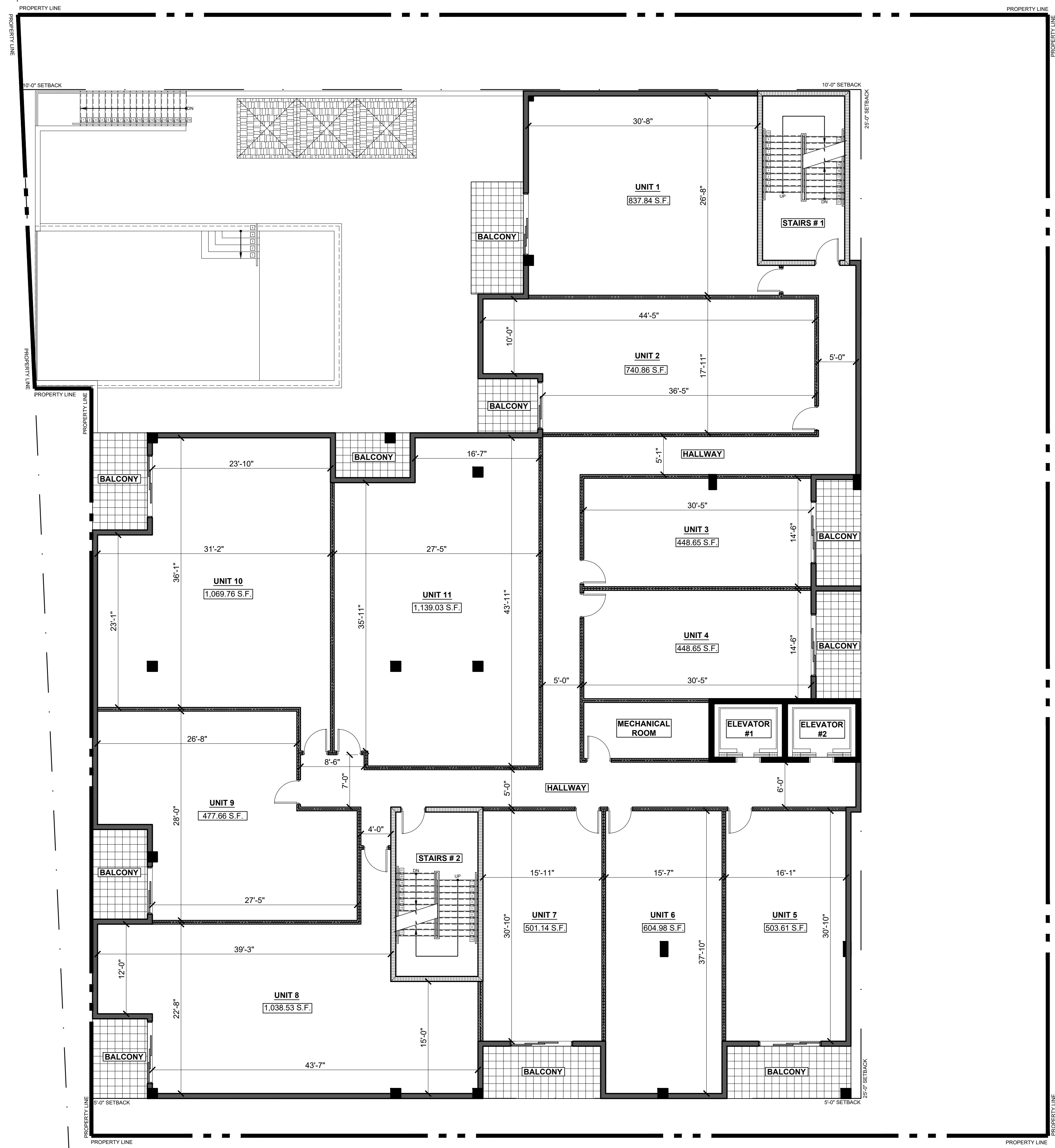
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PROJECT
SCHOONER RESORT
 14500 - 14550 GULF BOULEVARD
 MADEIRA BEACH, FLORIDA
 CLIENT
 3rd FLOOR PLAN

NO.	DATE	DESCRIPTION
1	11/16/2021	SUBMITTAL PER CITY COMMENTS
2	12/14/2021	SUBMITTAL PER CITY COMMENTS

REVISIONS

DRAWN BY TT-AT-JB-CS
 UPDATED ON Feb. 9, 22
 DATE OCT - 2018
 JOB PROJECT # 2018-029
 SHEET # A-1.1A



CCCL

1 4th thru 7th FLOOR PLAN
A-1.1B SCALE: 1/8" = 1'-0" NORTH

CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND COORDINATE ALL FIELD CONDITIONS. ALL DISCREPANCIES AND CONFLICTS SHALL BE REPORTED TO THE ARCHITECT IN WRITING PRIOR TO PROCEEDING OR CONTINUING WITH CONSTRUCTION. UNREPORTED DISCREPANCIES AND CONFLICTS SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACTOR.

PROFESSIONAL STATEMENT TO THE BEST OF THIS ARCHITECT'S KNOWLEDGE, ENCLOSURE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE MINIMUM FIRE SAFETY STANDARDS AS DETERMINED IN ACCORDANCE WITH CHAPTERS 553 AND 554, LAWS OF FLORIDA.

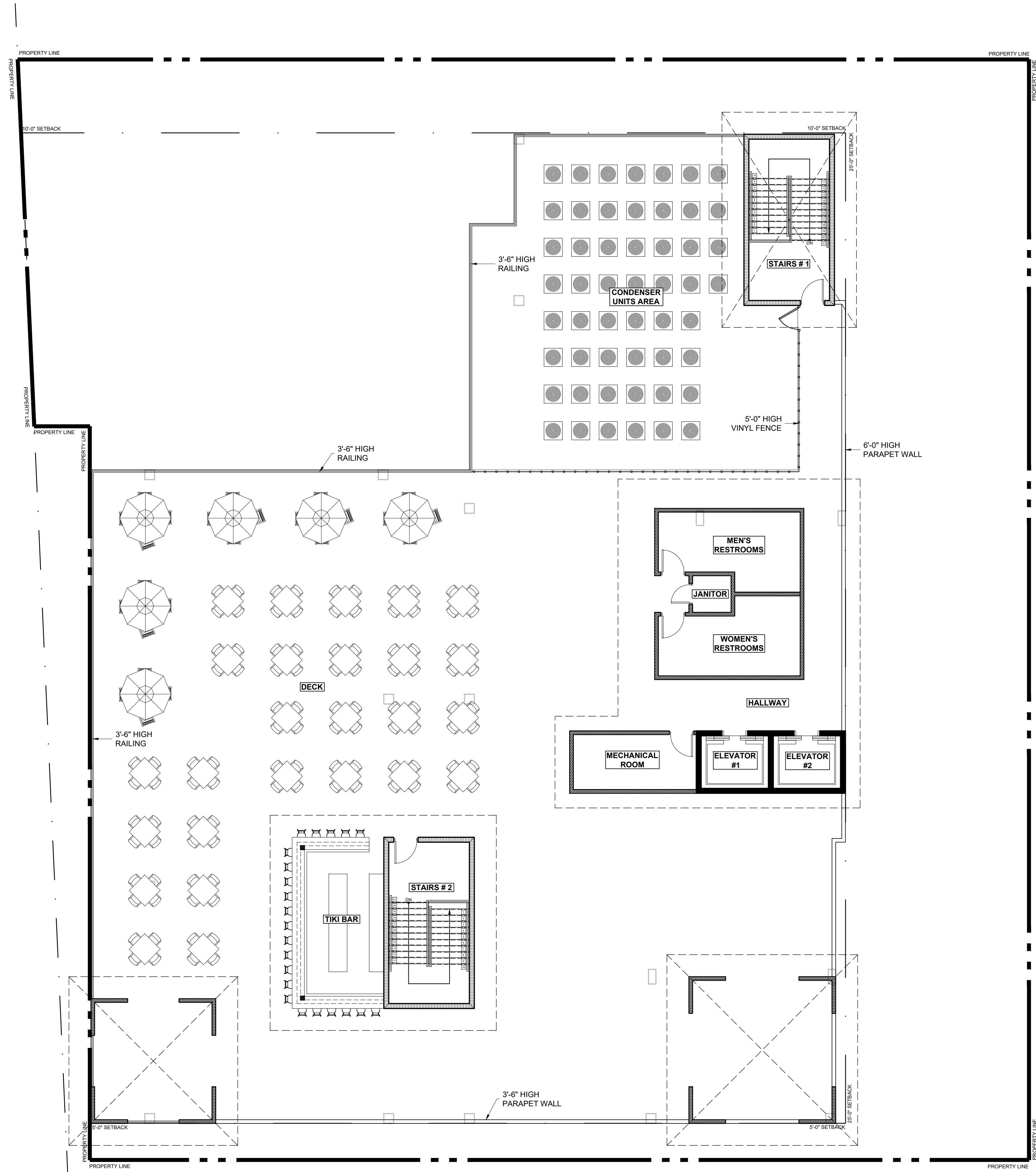
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PROJECT: SCHOONER RESORT
14500 - 14550 GULF BOULEVARD
MADEIRA BEACH, FLORIDA
4th thru 7th FLOOR PLAN

NO.	DATE	DESCRIPTION
1	11/16/2021	SUBMITTAL PER CITY COMMENTS
2	12/14/2021	SUBMITTAL PER CITY COMMENTS

REVISIONS

DRAWN BY: TT-AT-JB-CS
UPDATED ON: Feb. 9, 22
DATE: OCT - 2018
JOB PROJECT #: 2018-029
SHEET #: A-1.1B



CCCL

1 ROOF DECK PLAN
A-1.2 SCALE: 1/8" = 1'-0" NORTH

CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND COORDINATE ALL FIELD CONDITIONS. ALL DISCREPANCIES AND CONFLICTS SHALL BE REPORTED TO THE ARCHITECT IN WRITING PRIOR TO PROCEEDING OR CONTINUING WITH CONSTRUCTION. UNREPORTED DISCREPANCIES AND CONFLICTS SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACTOR.

PROFESSIONAL STATEMENT TO THE BEST OF THIS ARCHITECT'S KNOWLEDGE, ENCLOSED PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE MINIMUM FIRE SAFETY STANDARDS AS DETERMINED IN ACCORDANCE WITH CHAPTERS 633 AND 635, LAWS OF FLORIDA.

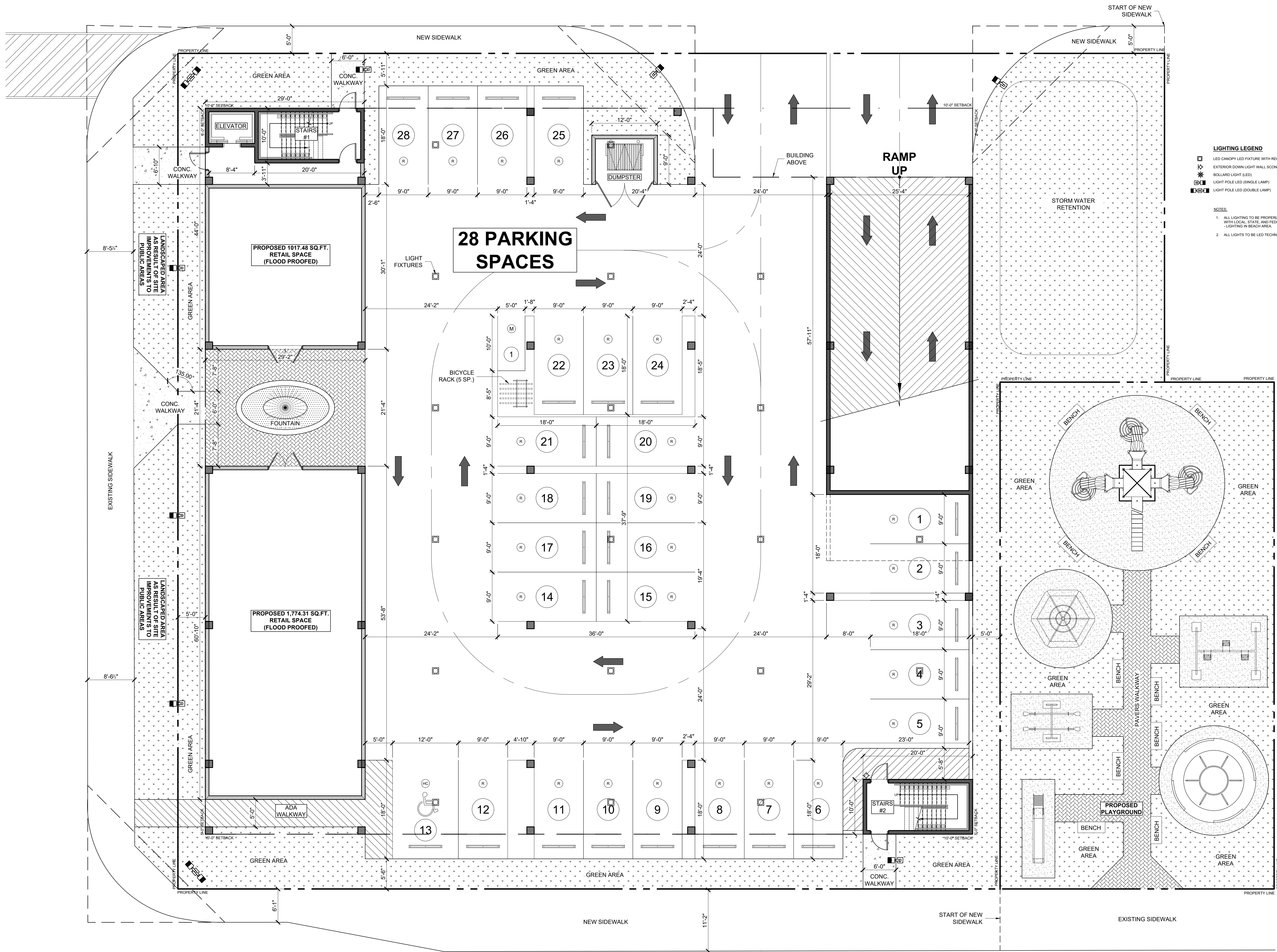
JOHN A. BODZIAK ARCHITECT AIA, PA
ARCHITECTURE, DESIGN, AND CONSTRUCTION MANAGEMENT
FLORIDA REGISTRATION NO. ARO0005065
EMAIL: JACK@JABODZIAK.COM
743 49th STREET N. SAINT PETERSBURG, FLORIDA 33710
TEL: (727) 327-1966 FAX: (727) 826-0968

PROJECT: SCHOONER RESORT
14500 - 14550 GULF BOULEVARD
MADEIRA BEACH, FLORIDA

CLIENT: ROOF DECK PLAN

NO.	DATE	DESCRIPTION
1	11/16/2021	SUBMITTAL PER CITY COMMENTS
2	12/14/2021	SUBMITTAL PER CITY COMMENTS

DRAWN BY: TT-AT-JB-CS
UPDATED ON: Dec. 16, 21
DATE: OCT - 2018
JOB PROJECT #: 2018-029
SHEET #: A-1.2



LIGHTING LEGEND

- LED CANOPY LED FIXTURE WITH REQUIRED MOUNTING HARDWARE
- EXTERIOR DOWN LIGHT WALL SCONCE WITH REQUIRED MOUNTING HARDWARE
- BOLLARD LIGHT (LED)
- LIGHT POLE LED (SINGLE LAMP)
- LIGHT POLE LED (DOUBLE LAMP)

NOTES:

- ALL LIGHTING TO BE PROPERLY "TURTLE" SHIELDED IN COMPLIANCE WITH LOCAL, STATE AND FEDERAL STATUTES PER SECTION 106-098 LIGHTING IN BEACH AREA.
- ALL LIGHTS TO BE LED TECHNOLOGY.

CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND COORDINATE ALL FIELD CONDITIONS. ALL DISCREPANCIES AND CONFLICTS SHALL BE REPORTED TO THE ARCHITECT IN WRITING PRIOR TO PROCEEDING OR CONTINUING WITH CONSTRUCTION. UNREPERTED DISCREPANCIES AND CONFLICTS SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACTOR.

PROFESSIONAL STATEMENT TO THE BEST OF THIS ARCHITECT'S KNOWLEDGE, ENCLOSURE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE MINIMUM FIRE SAFETY STANDARDS AS DETERMINED IN ACCORDANCE WITH CHAPTERS 63S AND 63S, LAWS OF FLORIDA.

DATE: 11/16/2021
 DATE: 12/14/2021

NO. 11/16/2021
 NO. 12/14/2021

REVISIONS: SUBMITTAL PER CITY COMMENTS

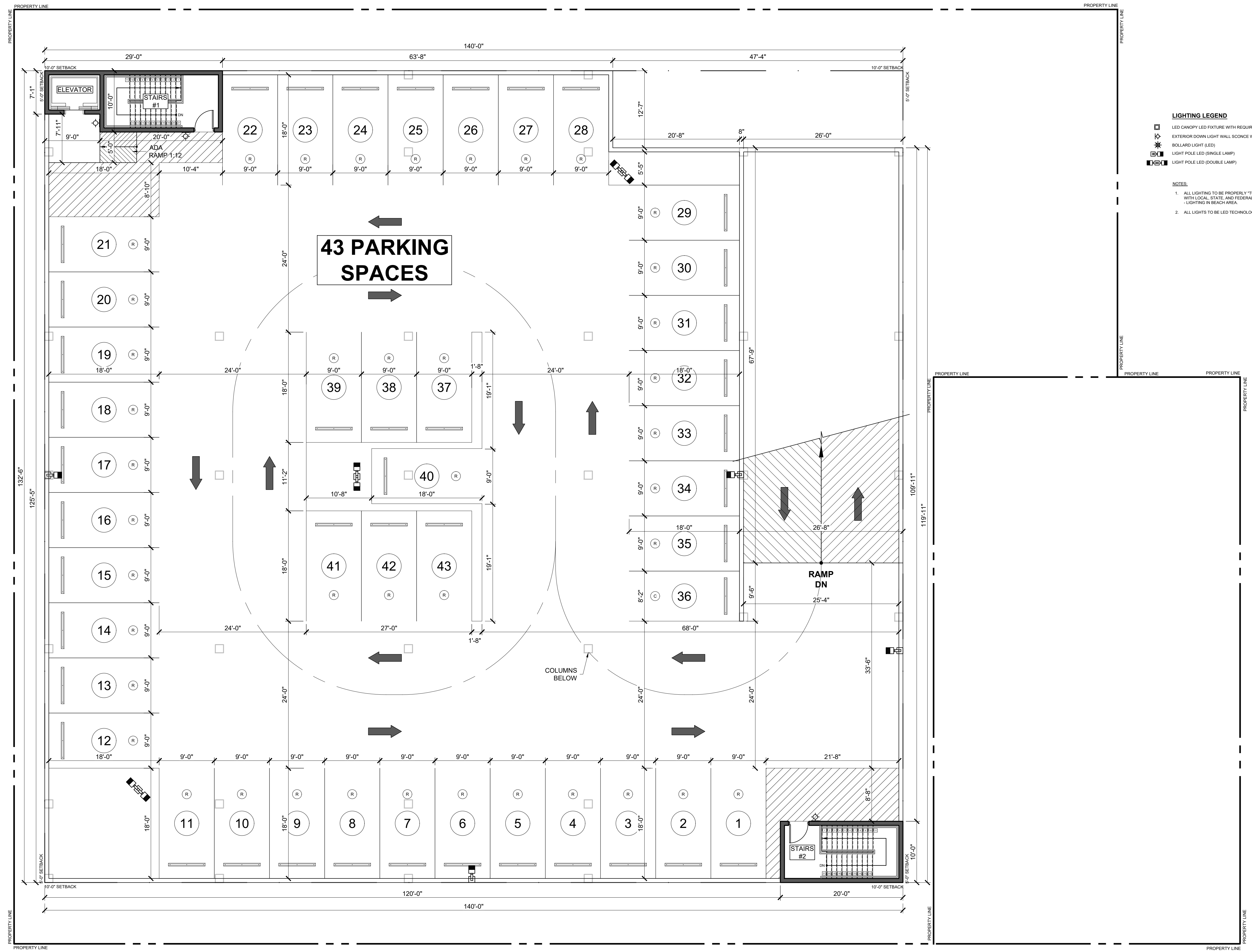
PROJECT: **SCHOONER RESORT**
 14500 - 14550 GULF BOULEVARD
 MADEIRA BEACH, FLORIDA

ARCHITECT: **JOHN A. BODZIAK**
 ARCHITECT AIA, PA
 ARCHITECTURE DESIGN AND CONSTRUCTION MANAGEMENT
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 743 49th STREET N. SAINT PETERSBURG, FLORIDA 33710
 TEL: (727) 327-1966 FAX: (727) 826-0968

GROUND FLOOR PARKING PLAN (EAST SIDE)

DRAWN BY: TT-AT-JB-CS
 UPDATED ON: Jan. 11, 22
 DATE: OCT - 2018
 JOB PROJECT #: 2018-029
 SHEET #: A-1.3

1 GROUND FLOOR PARKING PLAN (EAST SIDE)
 SCALE: 1/8" = 1'-0"
 NORTH



LIGHTING LEGEND

- ☐ LED CANOPY LED FIXTURE WITH REQUIRED MOUNTING HARDWARE
- ☐ EXTERIOR DOWN LIGHT WALL SCONCE WITH REQUIRED MOUNTING HARDWARE
- ☐ BOLLARD LIGHT (LED)
- ☐ LIGHT POLE LED (SINGLE LAMP)
- ☐ LIGHT POLE LED (DOUBLE LAMP)

- NOTES:**
- ALL LIGHTING TO BE PROPERLY "TURTLE" SHIELDED IN COMPLIANCE WITH LOCAL, STATE, AND FEDERAL STATUTES PER SECTION 106-098 - LIGHTING IN BEACH AREA.
 - ALL LIGHTS TO BE LED TECHNOLOGY.

CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND COORDINATE ALL FIELD CONDITIONS. ALL DISCREPANCIES AND CONFLICTS SHALL BE REPORTED TO THE ARCHITECT IN WRITING PRIOR TO PROCEEDING OR CONTINUING WITH CONSTRUCTION. UNREPORTED DISCREPANCIES AND CONFLICTS SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACTOR.

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NO.	DATE	DESCRIPTION
	11/16/2021	SUBMITTAL PER CITY COMMENTS
	12/14/2021	SUBMITTAL PER CITY COMMENTS

PROJECT
SCHOONER RESORT
 14500 - 14550 GULF BOULEVARD
 MADEIRA BEACH, FLORIDA
ROOF FLOOR PARKING PLAN (EAST SIDE)

JOHN A. BODZIAK
 ARCHITECT AIA, PA
 ARCHITECTURE DESIGN AND CONSTRUCTION MANAGEMENT
 FLORIDA REGISTRATION NO. AR0005065
 EMAIL: JACK@BODZIAK.COM
 743 49th STREET N. SAINT PETERSBURG, FLORIDA 33710
 TEL: (727) 327-1966 FAX: (727) 826-0968

DRAWN BY	TT-AT-JB-CS
UPDATED ON	Jan. 11, 22
DATE	OCT - 2018
JOB PROJECT #	2018-029
SHEET #	A-1.5

1 ROOF FLOOR PARKING PLAN (EAST SIDE)
 A-1.5 SCALE: 1/8" = 1'-0"
 NORTH



1 EAST ELEVATION (FRONT)
A-5.0 SCALE: 1/8" = 1'-0"

TOP OF ROOF +104'-6"
+110.50' NAVD

TOP OF LOWER ROOF +98'-4"
+104.33' NAVD

6'-2"

18'-0"

LEVEL 8 ROOF DECK +80'-4"
+86.33' NAVD

10'-8"

LEVEL 7 +69'-8"
+75.67' NAVD

10'-3"

LEVEL 6 +59'-0"
+65.0' NAVD

10'-8"

LEVEL 5 +48'-4"
+54.33' NAVD

10'-8"

LEVEL 4 +37'-8"
+43.67' NAVD

10'-8"

LEVEL 3 +27'-0"
+33.0' NAVD

12'-0"

LEVEL 2 - AMENITIES / BOH +15'-0"
+21.0' NAVD

6'-0"

B.F.E. 15'-0" + 4'-0" FREEBOARD

9'-0"

AE 11.0' NAVD B.F.E.

4'-5"

LEVEL 1 - PARKING +6"
+6.5' NAVD

LEVEL 1 - GRADE 0'-0"
+6.0' NAVD

95'-6" ABOVE B.F.E. 15'-0" NAVD + 4'-0" OF FREEBOARD TO TOP OF ROOF

7'-4" ABOVE B.F.E. 15'-0" NAVD + 4'-0" OF FREEBOARD TO ROOF DECK

21'-3 1/4"
BACK LIT SIGNS
SCHOONER RESORT

14500

CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND COORDINATE ALL FIELD CONDITIONS. ALL DISCREPANCIES AND CONFLICTS SHALL BE REPORTED TO THE ARCHITECT IN WRITING PRIOR TO PROCEEDING OR CONTINUING WITH CONSTRUCTION. UNREPORTED DISCREPANCIES AND CONFLICTS SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACTOR.

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JOHN A. BODZIAK ARCHITECT AIA, PA
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PROJECT
SCHOONER RESORT
14500 - 14550 GULF BOULEVARD
MADEIRA BEACH, FLORIDA
EAST ELEVATION (FRONT)

REVISIONS

NO.	DATE	DESCRIPTION
	11/16/2021	SUBMITTAL PER CITY COMMENTS
	12/14/2021	SUBMITTAL PER CITY COMMENTS

DRAWN BY TT-AT-JB-CS
UPDATED ON Dec. 16, 21
DATE OCT - 2018
JOB PROJECT # 2018-029
SHEET # A-5.0



1 SOUTH ELEVATION (LEFT SIDE)
 A-5.2 SCALE: 1/8" = 1'-0"

CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND COORDINATE ALL FIELD CONDITIONS. ALL DISCREPANCIES AND CONFLICTS SHALL BE REPORTED TO THE ARCHITECT IN WRITING PRIOR TO PROCEEDING OR CONTINUING WITH CONSTRUCTION. UNREPORTED DISCREPANCIES AND CONFLICTS SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACTOR.

JOHN A. BODZIAK
 ARCHITECT AIA, PA
 ARCHITECTURE, DESIGN, AND CONSTRUCTION MANAGEMENT
 FLORIDA REGISTRATION NO. AR0005065
 EMAIL: JACK@JABODZIAK.COM
 743 49th STREET N. SAINT PETERSBURG, FLORIDA 33710
 TEL: (727) 327-1966 FAX: (727) 826-0968

PROJECT
SCHOONER RESORT
 14500 - 14550 GULF BOULEVARD
 MADEIRA BEACH, FLORIDA
 SOUTH ELEVATION (LEFT SIDE)

NO.	DATE	DESCRIPTION
	11/16/2021	SUBMITTAL PER CITY COMMENTS
	12/14/2021	SUBMITTAL PER CITY COMMENTS

DRAWN BY TT-AT-JB-CS
 UPDATED ON Dec. 16, 21
 DATE OCT - 2018
 JOB PROJECT # 2018-029
 SHEET # A-5.2



1 WEST ELEVATION (REAR)
A-5.3 SCALE: 1/8" = 1'-0"

CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND COORDINATE ALL FIELD CONDITIONS. ALL DISCREPANCIES AND CONFLICTS SHALL BE REPORTED TO THE ARCHITECT IN WRITING PRIOR TO PROCEEDING OR CONTINUING WITH CONSTRUCTION. UNREPORTED DISCREPANCIES AND CONFLICTS SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACTOR.

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JOHN A. BODZIAK ARCHITECT AIA, PA
ARCHITECTURE, DESIGN, AND CONSTRUCTION MANAGEMENT
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743 49th STREET N. SAINT PETERSBURG, FLORIDA 33710
TEL: (727) 327-1966 FAX: (727) 826-0968

PROJECT
SCHOONER RESORT
14550 - 14550 GULF BOULEVARD
MADEIRA BEACH, FLORIDA
WEST ELEVATION (REAR)

NO.	DATE	DESCRIPTION
	11/16/2021	SUBMITTAL PER CITY COMMENTS
	12/14/2021	SUBMITTAL PER CITY COMMENTS

REVISIONS

CLIENT

DRAWN BY TT-AT-JB-CS
UPDATED ON Dec. 16, 21
DATE OCT - 2018
JOB PROJECT # 2018-029
SHEET # A-5.3

LEGAL DESCRIPTION:

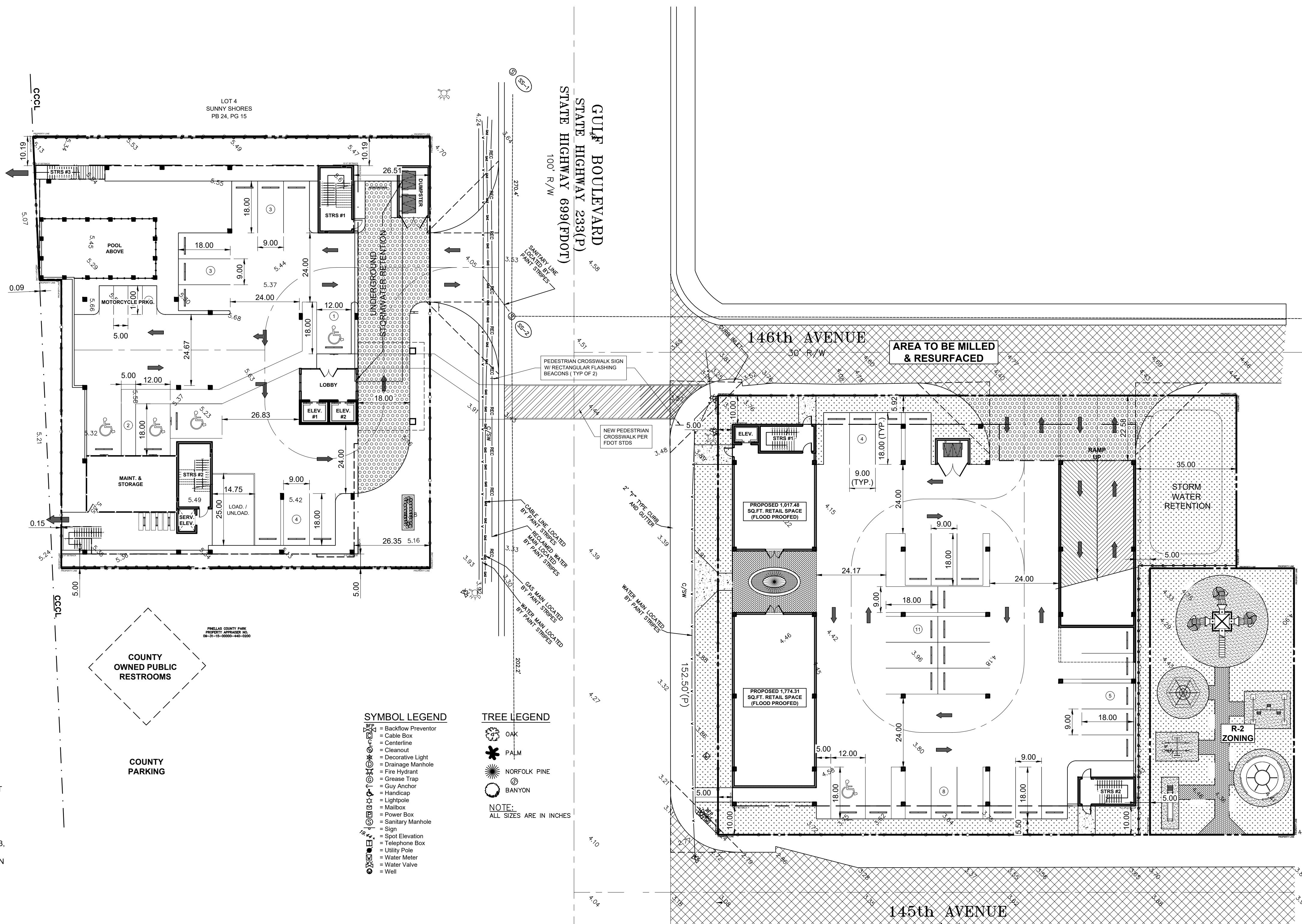
LOTS 1, 2, 71, 72, 73, AND 74, SUNNY SHORES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 24, PAGE 15, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

AND

LOT 3, SUNNY SHORES, AS RECORDED IN PLAT BOOK 24, PAGE 15 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, ALSO KNOWN AS BEACH PLAZA APARTMENT MOTEL CONDO UNITS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 AND 14 INCLUSIVE BEACH PLAZA APARTMENT MOTEL CONDO, BEACH PLAZA APARTMENT MOTEL CONDO (COMMON ELEMENTS), ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 86, PAGE 93, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

AND

LOTS 1, 2, 3, AND 4, MADEIRA SHORES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.



SYMBOL LEGEND

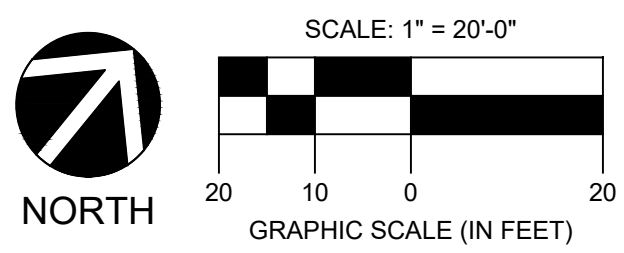
- ⊠ Baseline Preventor
- ⊠ Cable Box
- ⊠ Centerline
- ⊠ Cleanout
- ⊠ Decorative Light
- ⊠ Drainage Manhole
- ⊠ Fire Hydrant
- ⊠ Grease Trap
- ⊠ Guy Anchor
- ⊠ Handicap
- ⊠ Lightpole
- ⊠ Mailbox
- ⊠ Power Box
- ⊠ Sanitary Manhole
- ⊠ Sign
- ⊠ Spot Elevation
- ⊠ Telephone Box
- ⊠ Utility Pole
- ⊠ Water Meter
- ⊠ Water Valve
- ⊠ Well

TREE LEGEND

- ⊠ OAK
- ⊠ PALM
- ⊠ NORFOLK PINE
- ⊠ BANYON

NOTE:
ALL SIZES ARE IN INCHES

1 CIVIL SITE PLAN
SCALE: 1" = 20'-0"



DRAINAGE REQUIREMENTS:

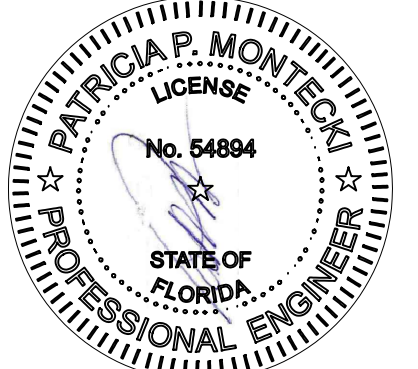
WEST (BLDG. 1):
CITY REQ. 1" OVER IMPERVIOUS = 1/4 X 16,805 SF = 1,400 CF
SWFWMD REQ. 3/4" OVER SITE = 75/12 X 19200 = 1,200 CF, USE 1,400 CF

EAST (BLDG. 2):
CITY REQ. 1/2" X 27,049 SF = 2,254 CF
SWFWMD REQ.: 75/12 X 29,300 SF = 1,831 CF, USE 2,254 CF

STORMWATER QUALITY VOLUME TO BE TREATED/STORED IN RETENTION POND AND/OR INFILTRATION SYSTEM LOCATED ON GRADE.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY
PATRICIA P. MONTECKI, P.E. ON AUGUST 12, 2021.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED
AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY
ELECTRONIC COPIES.



NO.	DATE	DESCRIPTION
	11/16/2021	SUBMITTAL PER CITY COMMENTS
	12/14/2021	SUBMITTAL PER CITY COMMENTS

PROJECT
SCHOONER RESORT
14500 - 14550 GULF BOULEVARD
MADEIRA BEACH, FLORIDA

CIVIL SITE PLAN

JOHN A. BODZIAK
ARCHITECT AIA, PA
ARCHITECTURE, DESIGN, AND CONSTRUCTION MANAGEMENT
FLORIDA REGISTRATION NO. AR0005065
EMAIL: JACK@JABODZIAK.COM
743 49th STREET N. SAINT PETERSBURG, FLORIDA 33710
TEL: (727) 327-1966 FAX: (727) 826-0968

DRAWN BY	Dec. 16, 21
UPDATED ON	
DATE	OCT - 2018
JOB PROJECT #	2018-029
SHEET #	C-1

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JOHN A. BODZIAK, INC. - ARCHITECT'S REGISTERED OFFICE
14500 - 14550 GULF BOULEVARD
MADEIRA BEACH, FLORIDA 33710
TEL: (727) 327-1966 FAX: (727) 826-0968
WWW.JABODZIAK.COM

Exhibit C
Restrictive Covenant

After Recording, Return to:

City of Madeira Beach
ATTN: City Attorney
300 Municipal Drive
Madeira Beach, FL 33708

DECLARATION OF RESTRICTIONS

THESE RESTRICTIONS (“Restrictions”) are made on the date hereinafter set forth by JJB Property Holdings, LLC a Florida limited liability company (collectively, “Owner”), its successors or assigns for the benefit of the City of Madeira Beach, Florida (“City”).

WITNESSETH:

WHEREAS, Owner owns real property located in Madeira Beach, Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein ("Property").

WHEREAS, Owner has entered into a Development Agreement, dated February ____, 2022 ("Development Agreement"), with the City which is recorded on _____ in the public records of Pinellas County, Florida, at O.R. Book ____ Pages ____.

WHEREAS, the Development Agreement provides that certain restrictions contained therein must be made restrictions running with the land.

NOW THEREFORE, Owner hereby declares that the Property described above shall be held, sold and conveyed subject to the following restrictions, covenants, limitations, and conditions, which shall run with the Property and be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns, and shall inure to the benefit of the County.

The foregoing Recitals are true and correct and are incorporated into and form a part of these Restrictions.

ARTICLE I

RESTRICTIONS

Section 1. No activity involving amplified sound shall be conducted exterior to or upon the rooftop amenity level or pool deck of the Hotel; provided, however, the foregoing shall not preclude the use of music in connection with the rooftop amenity level or pool deck of the Hotel so long as the music is directed toward the west (beach) and is otherwise baffled to prevent that sound from traveling to the north, south or east of the hotel building Outdoor uses and activities are allowed for the East Parcels, as defined in the Development Agreement in accordance with land use designation and all city ordinances in effect at the time.

Section 2. No development will be conducted west of the Coastal Construction Control Line (CCCL) except for approved dune walkovers; provided, however, the foregoing shall not preclude the placement and use of portable/non-permanent lounge-type chairs and cabanas or tents west of

the CCCL by the Project's hotel The portable/non-permanent lounge-type chairs and cabanas or tents may only be placed in the 20 feet east of the Mean High Water Line and not extending wider than the property lines from sunrise to one hour after sunset. Non-hotel guests will have access to the restaurant of the hotel, but full restaurant services will not be extended to the beach, and no tables or standard chairs or picnic tables and seating will be allowed. The development must comply with Chapter 42 Article III Beach Debris of the Madeira Beach Code of Ordinances. Placement and use of portable/non-permanent cabanas and lounge-type chairs shall not be within ten feet of any dune system or nesting turtles.

ARTICLE II
MISCELLANEOUS

Section 1. Covenant Running With the Land. These Restrictions shall be a covenant running with the land, as provided by law, and shall be binding upon the undersigned, and the heirs, successors, and assigns of the undersigned, and all parties claiming under them.

Section 2. Governing Law. Any claim shall be governed by and interpreted in accordance with the laws of the state of Florida.

Section 3. Venue. Any action regarding the enforcement of these Restrictions shall be brought in the Circuit Court in Pinellas County, Florida.

Section 4. Waiver. The waiver or invalidity of any part of these Restrictions shall not affect the validity or enforceability of the remaining portions.

Section 5. Enforcement. The City shall have the right to specifically enforce these Restrictions and shall be entitled to all remedies at law or in equity in the event of Owner's non-compliance with the same

Section 6. Notices. All notices to be given to Owner pursuant to these Restrictions shall be delivered by regular U.S. mail as follows:

to the Developer:

Jeffrey J., Beggins
JJB Property Holdings, LLC
429 Boca Ciega Dr
Madeira Beach, FL 33708

with a copy to:

Katherine E. Cole, Esq.
Hill Ward Henderson
600 Cleveland Street, Suite 800
Clearwater, FL 33755
Katie.cole@hwlaw.com

to the City:

Robin Gomez, City Manager
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 34698

with a copy to:

Thomas J. Trask, Esq.
City Attorney
Trask Daigneault, LLP
1001 S. Ft. Harrison Ave., Suite 201
Clearwater, FL 33756

Owner reserves the right to change its address by amendment to these Restrictions recorded in the Public Records of Pinellas County, Florida from time to time.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this _____ day of _____, 2022.

In the Presence of:

JJB PROPERTY HOLDINGS LLC, a Florida limited liability company

By: _____
Jeffrey J. Beggins, Manager

Print Name _____

Print Name _____

**STATE OF FLORIDA
COUNTY OF PINELLAS**

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by Jeffrey J. Beggins, as Manager of **JJB PROPERTY HOLDINGS LLC**, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

Notary Public
Print Name: _____

(NOTARY SEAL)

EXHIBIT "A"

LEGAL DESCRIPTION

Legal Description:

West Parcels: Sunny Shores lots 1 and 2, according to the Plat thereof recorded in Plat Book 24, page 15 of the Public Records of Pinellas County, Florida. Lot 3, Sunny Shores, as recorded in plat book 24, page 15 of the public records of Pinellas County, Florida, also known as Beach Plaza Apartment Motel Condo Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 14 Inclusive Beach Plaza Apartment Motel Condo, Beach Plaza Apartment Motel Condo (common elements), according to the plat thereof recorded in plat book 86, page 93, of the Public Records of Pinellas County, Florida.