

**DEVELOPMENT AGREEMENT  
 (GULF GRILL ON MADEIRA BEACH)**

**THIS AGREEMENT** (the "**Agreement**") made and entered into this 16<sup>th</sup> day of April 2013, by and between the **CITY OF MADEIRA BEACH**, a municipal corporation of the State of Florida hereinafter referred to as "**City**" and **GULFWATERS LAND DEVELOPMENT, LLC**, a Florida Limited Liability Company authorized to transact business in the State of Florida, hereinafter referred to as "**Developer**".

**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:

**RECITALS**

1. Anchorage Bay, LLC is the fee simple owner of that certain tract of land located within the City of Madeira Beach, Pinellas County, Florida, hereinafter referred to as the "Property" and more particularly described in Exhibit "A" attached hereto and made a part hereof, and joins Developer and consents to the development of the Property, as proposed in this Agreement.

2. The following development rights are hereby approved pursuant to this Agreement on the Property:

| Category   | Regulations                      |
|--|----------------------------------|
| Future Land Use                                      | RFM<br>Resort Facilities Medium  |
| Usage  | Restaurant (6,923.6 sq.ft. area) |
| Density  |                                  |
| Lot Area   | 14,059 sq. ft.<br>0.32 Acres     |
| Lot Width  | 117.16 ft.<br>(provided)         |
| Maximum Building Width<br>(street frontage)          | 78.5 ft                          |
| Building Coverage<br>(sq. ft. & % of gross site)     | 6,703.3 sq.ft.<br>47.7%          |
| Gross Floor Area (sq. ft.)<br>FAR (Floor Area Ratio) | 6,923.6 sq. ft.<br>49.2% FAR     |
| Setbacks:<br>Front (Gulf Blvd. side)                 | 25.0 ft.                         |
| Side (SE)  | 19.33 ft.                        |

|   |  |   |
|---|--|---|
| Side (NW)   |  | 19.33 ft.                                     |
| Total side combined   |  | 38.66 ft. total<br>(10 ft. minimum)           |
| Rear (beach side)   |  | 12.42 ft.<br>Landward of the CCCI             |
| Building Height   |  | 32.83 ft above BFE<br>(Allowed)               |
| Vehicular Use Area (V.U.A.)   |  | 7,242.8 sq. ft.<br>51.5%                      |
| Impervious Surface Area (ISR)   |  | 9,120.0 sq. ft.<br>64.9% ISR                  |
| Open Space  |  | 7,335.7 sq. ft.<br>52.3%                      |
| Parking Lot Interior Landscape (10% of site + required buffers)   |  | 3,141.1 sq. ft.<br>22.3%                      |
| Parking   |  | 217 seats = 54 spaces<br>Site plan provisions |
| <b>Parking Calculations/Notes:</b><br>162 seats in restaurant @ 1 space/4 seats = 40.50 spaces<br>55 seats in Tiki and Deck area @ 1 space/4 seats = <u>13.75 spaces</u><br>54.25 spaces<br>required (54 spaces per Code)   |  |   |
| <ul style="list-style-type: none"> <li>• Allowable compact spaces = 20% (54x20%) = 11 compact spaces allowed (one compact space provided on site.)</li> <li>• Total number of parking spaces on site = 22 parking spaces (21 regular spaces and 1 compact space)</li> <li>• Total number of approved off-site or shared parking spaces to be provided = 14 (off-site parking lot at 14101 Gulf Boulevard – subject to review and approval through the process outlined in Section 110-955 of the City Code.)</li> <li>• Bicycle Parking Credit = 3 space credit (providing 6 bicycle spaces/maximum credit = 3 spaces)</li> </ul> |  |   |
| <i>Minimum number of parking spaces required = 54</i><br><i>Minimum number of parking spaces to be provided = 39 parking spaces (22 on-site, 3 bicycle credits, 14 off-site)</i><br><i>Total parking space variance requested = 15</i>  |  |   |

more particularly set forth in the Final Site Plan attached hereto as Exhibit "B" (hereinafter referred to as the "Project").

3. The development rights set forth in this Agreement, and Final Site Plan approval are subject to the following conditions:

1. Approval of the related development agreement pertaining to the site development of the subject property as described and depicted in the preliminary site plan (SPR-2013-01), attached as Exhibit "B".
2. Where necessary to accommodate proposed development, the applicant shall be responsible for the removal and/or relocation of any and all existing public utilities located on the subject site, including the granting of easements located outside the building foot print 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 Community Services Department.
3. All construction associated with this project shall be subject to the current requirements of the Florida Building Code, Madeira Beach's land development regulations, the Florida Fire Prevention Code, all other technical codes adopted by the City of Madeira Beach, and FEMA. This shall include provisions to meet the turtle lighting requirements.
4. All on-site construction activities related to erosion control shall be applied as required by the Florida Building Code and the Madeira Beach Code of Ordinances.
5. Proof of SWFWMD Environmental Resource permit approval or exemption of the drainage requirements is required prior to the Certificate of Occupancy being issued.
6. Proof of FDOT Access/Driveway permit approval for the ingress and egress to Gulf Boulevard is required prior to the Certificate of Occupancy being issued.
7. Proof of FDOT Drainage Connection permits required prior to the Certificate of Occupancy being issued.
8. If possible, final location of the FDOT Gulf Boulevard crosswalk shown on the site plan shall be identified.
9. The motorcycle parking area shall not interfere with the ingress/egress access points for the Tiki and Deck area noted on the site plan. The standard motorcycle parking space allocation of 4 feet by 8 feet shall be utilized.
10. Final approval of all off-site and/or shared parking by Administration as provided in Sections 110-955 and 110-956 of the City Code. Such site plan shall be subject to

review by the City's consulting engineer to ensure proper traffic circulation and adequate parking spaces. Such off-site and/or shared parking may be allowed full or part time as stacked valet parking, but must be so noted on the submitted off-site and/or shared parking site plan. As per the site plan, a total of 14 off-site and/or shared parking spaces are to be provided. Such approval is required prior to building permits being issued.

11. Final approval of the City's consulting engineer of the civil and utility site and construction plans prior to building permits being issued.
12. Final approval of the Community Services Director of the plans for solid waste collection prior to building permits being issued.
13. Final approval of the Fire Chief of the site plan as it relates to fire code issues prior to building permits being issued.
14. The dedication of a five (5) foot easement to the City of Madeira Beach for the expansion of additional City metered parking at Kitty Stuart Park by the developer. This action will increase the number of public parking spaces at Kitty Stuart Park to a total of 20 parking spaces. Proof of recordation (at the Developer's expense) of the approved easement is required prior to a Certificate of Occupancy being issued. The developer shall be responsible for the costs associated with the related improvements on City parkland including but not limited to paving and landscaping. The City shall be responsible for the maintenance of Kitty Stuart Park.
15. Final approval of the Community Development Department and the City's consulting civil engineer for the site's compliance with the approved site plan and civil plan prior to the Certificate of Occupancy being issued.
16. The restroom facilities proposed by the developer of the Gulf Grill on Madeira Beach, which are noted on the Kitty Stuart Park parking lot portion of the site plan, shall be at the expense of said developer. Please note that such restrooms are located within a VE (Velocity) flood zone and must meet FEMA, Pinellas County Contractors' License Board (PCCLB), and the Florida Building Code requirements for such construction. Based on the City's consulting engineer's research, it is likely that FEMA will require the elevation of the restroom facilities to meet velocity zone construction requirements relating to elevation, will mandate construction methodologies such as breakaway wall, and will require provisions for ADA access. Consideration should be given to the possibility of installing a portable bathroom facility that connects to the water and sanitary sewer infrastructure and which can quickly be disconnected from this infrastructure and relocated to a safe location in the event of a pending storm. If such a portable facility is utilized, then the design and appearance of such bathroom facility shall meet the approval of the City. Such a portable facility would be subject to FEMA, PCCLB, and Florida Building Code approval. In the event the cost of the restrooms exceeds \$20,000.00, the Developer shall not have to provide the restrooms. The City can opt to provide the restrooms in which case the Developer shall contribute the

\$20,000.00. Under either option the development shall proceed with or without the restrooms. If the restrooms are built the City shall be responsible for their maintenance.

17. If required following the Planning Commission public hearing, the developer shall provide to the City revised plans in response to any additional adjustments to the site plan and its conditions of approval. Such required revisions shall be provided to the Community Development Department no later than March 29, 2013.
18. The proposed restaurant use shall be in compliance with the R-3 zoning district regulations that pertain to restaurant use as defined in Sections 110-527 and 110-530 as shown below. In addition, in order to sell beer, wine, and/or liquor for consumption on premises, there is a specific review process by the Board of Commissioners that is required by Code. It requires a specific application, proper posting of the property, notification to all owners of property within 300 feet of the subject site, a public hearing, review and approval by the Board of Commissioners. These provisions are located in Chapter 110, Article VI, Division 6 (Alcoholic Beverages) of the City Code (Section 110-526 through Section 110-540). The following City Code provisions pertain to restaurants and the allowance of alcoholic beverages at restaurants within R-3 zoning district districts:

**Sec. 110-527. - Classifications.**

(d) *Restaurants. A restaurant is an establishment where beer, or beer and wine, or beer, wine and liquor are sold for consumption on the premises, or for consumption on the premises and package sales, in connection with a restaurant business wherein the combined gross sales of the business operation are more than 60 percent attributable to the sale of food and nonalcoholic items.*

**Sec. 110-530. - Alcoholic beverage districts, restrictions and distance requirements.**

(b) *R-3 districts. Only restaurant establishments as defined in section 110-527 shall be allowed in any district zoned R-3 within the city.*

19. Regarding the abutting Kitty Stuart Park, please note that this is a metered parking lot developed for public use. As such, the parking at Kitty Stuart Park is and shall remain public parking that is available on a first come first served basis. Patrons of the Gulf Grill restaurant may park at Kitty Stuart Park in the same manner as anyone else. However, Kitty Stuart parking spaces may not be otherwise utilized by the restaurant including but not limited to parking reserved or held for the restaurant's use, valet parking, or shared/off-site parking allocated to the restaurant. The park and parking lot hours for Kitty Stuart Park will be from 6 a.m. to 10 p.m. as provided by City Code and subject to the following regulations unless otherwise altered by City Code provisions:

***Sec. 66-72. - Limitations on parking in city parking lots and beach access easements.***

*Parking of any type motor vehicle is allowed in the city parking lots and beach access easements subject to the following limitations:*

- (1) All vehicles must park within the designated metered spaces;*
- (2) No part of the vehicle may extend beyond the limits of the marked parking space;*
- (3) Backing of vehicles into metered spaces is prohibited;*
- (4) Parking is only allowed during the hours of 6:00 a.m. to 12:00 midnight, unless otherwise posted;*
- (5) Meters are in effect on all lots during the allowable hours of operation, seven days a week; and*
- (6) Parking is prohibited in all areas during the hours of 12:00 midnight to 6:00 a.m. daily, unless otherwise posted.*

***Sec. 66-77. - Kitty Stuart Park.***

*The park and parking lot hours for Kitty Stuart Park, at approximately 141st Avenue and Gulf Boulevard, will be from 6 a.m. to 10 p.m. and subject to the regulations listed in section 66-72 with the exception of subsections (4) and (6).*

20. The following is the scope of the proposed Kitty Stuart Park construction activities that are to be the responsibility of the Developer::

- a) City will submit drawings prepared by Developer for F.D.O.T. approval of access construction at the developers expense and will process permit for resurfacing, curbing and construction of parking lot as approved and of public restrooms and landscape renovation.
- b) Remove all existing curb on south and north property landscape buffers.
- c) Demolish and remove or recondition existing paved surfaces from existing parking lot and entry to edge of Gulf Boulevard road surfaces and replace with concrete.

d) The design, demolition, construction and all costs of the following scope of work:

- 1) Demolish existing curbs, remove existing paving and concrete skirt as necessary at entry to Gulf Blvd.
- 2) Remove landscaping as required and preserve or relocate on site as possible.
- 3) Remove existing pavilion and cap existing water line.
- 4) Construct two (2) new ADA restrooms, compliant with FEMA regulations, as described in the RECITALS. [Unless otherwise stipulated as noted on page #5.]
- 5) Provide 207 linear feet, plus 4¼ inches, of curb per plans.
- 6) Provide 5746.44 sq. ft. of 5" concrete or asphalt parking and drive.
- 7) Provide 5 ft. concrete walkways as shown on approved plan.
- 8) Provide new landscaping that meets the City's approval and which is distinct and different from the landscaping proposed for the Gulf Grill restaurant.
- 9) These improvements to Kitty Stuart Park shall be completed to the satisfaction of the City prior to the Certificate of Occupancy being issued for the Gulf Grill restaurant.

21. In addition, Developer is responsible for the construction costs of the proposed dune walkover to be built adjacent to Kitty Stuart Park and the Gulf Grill restaurant.

22. All of the items to be built by the developer on the Kitty Stuart Park, including the landscaping, restrooms, and parking spaces, will be maintained by the City of Madeira Beach once the initial construction is completed.

#### **THE AGREEMENT BETWEEN THE PARTIES**

4. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference as fully enforceable agreements and representations by the parties hereto.

5. Authority. This Agreement is authorized by Section 163.3220, et seq. F.S. (2011) and Sections 86-141 through 86-149 of the Code of Ordinances of the City of Madeira Beach.

6. 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 Property 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.

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 and that this Agreement is thereby terminated and by such affidavit, notice that the termination provisions of this Agreement pursuant to this paragraph have 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.

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

In the event that this Agreement is not executed by the Developer on or before 5:00 p.m. on the 30th day of May, 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.

7. 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 a valid Certificate of Occupancy for the Project; or (ii) ten (10) years from the Effective Date. This time period may be extended by mutual agreement of the parties. The recordation of a valid Certificate of Occupancy by any party hereto or their successor in interest shall be conclusive evidence of the termination of this Agreement.

8. 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 Property, whether legal or equitable.



It shall be an absolute condition precedent to any obligation of the City under the terms of this Agreement that any current mortgage holder consent to and subordinate its mortgage interest to the terms of this Agreement.

If the Developer has title to the Property prior to the execution of this Agreement, the Developer shall submit a title opinion by a title company or attorney at law certifying in writing as of the date of approval of this Agreement by the City Commission of the City of Madeira Beach as to the status of title of such lands including all lien holders, mortgagees or any other encumbrances. The City will rely on such certification. If any lienholder or mortgagee is shown by the title opinion, a satisfaction or subordination shall be received by the City of Madeira Beach prior to the time the City executes this Agreement although the approval of the execution of this Agreement may be made by the City Commission contingent upon the receipt of such consent and subordination.

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 Developer.

9. Law and Ordinance Compliance. The ordinances, policies and procedures of the City concerning development of the Property that are in existence as of the approval of this Agreement 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 (2012). 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 Property. 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 Developer in accordance with their terms and in such amount applicable as they become due and payable.

10. 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.

11. No Partnership or Joint Venture. The City and 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.

12. Final Site Plan. In order to avoid any adverse impacts from the development of the Property on the abutting property owners and on the residents of the City of Madeira Beach, the parties agree that the Property will be developed in substantial conformance with the Final Site Plan as such Final Site Plan may be modified by the requirements of other state and county governmental agencies having jurisdiction over the development of the Property. The appearance and use of the Property after development are the reasons that the City Commission exercised its legislative authority and entered into this Agreement. Except as may be authorized by the parties hereto, any material deviation from the commitments made by the parties herein shall be considered material defaults in this Agreement. The City of Madeira Beach shall not consent to any 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:

- a. The Property shall be developed and landscaped in accordance with the Final Site Plan. A detailed landscape plan is provided with the Final Site Plan and will be specifically adhered to. The landscaping within the Property shall be maintained by the Developer. The purpose of landscaping and the continued development and care of the landscaping on the Property 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 and will be maintained in good and healthy conditions at all times by the Developer.

There shall not be any material deviation from the provisions of the Final Site Plan unless such is approved by the City Commission of the City of Madeira Beach 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.

- b. The Property shall be developed substantially in accordance with the Final Site Plan.
- c. All outdoor lighting on the Property shall be directed downward so as not to be disruptive to the residential neighborhoods abutting the Property and shall be oriented and shielded so that no light is cast directly on abutting property. Light cast onto abutting properties by reflection or otherwise shall be limited to an intensity that is substantially in conformance with the lighting conditions in residential neighborhoods in the City of Madeira Beach. At no time shall the Developer allow a nuisance condition to exist on the Property.
- d. Dumpster and trash pickup will be contained within the Property and fully screened from adjacent residential properties.
- e. Ingress and egress to the Property shall be as shown on the Final Site Plan.
- f. Building heights, architectural style and location will be as shown on the Final Site Plan. The architectural style reflected as an attachment to or being part of the Final Site Plan shall be complied with in all material respects during the development of the Project.
- g. This Agreement and the Final Site Plan attached hereto specify certain minimum setbacks, building heights, sign sizes and similar dimensional requirements and agreements. No changes may be made in these agreed upon dimensional requirements or in any matter that is reflected on the Final Site Plan or addressed specifically in this Agreement through any appeal process to the Special Magistrate for a variance, special exception or other process which would serve to vary or change the terms of this Development Agreement and the Final Site Plan attached hereto. The only change which may be requested by the parties is for 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.

13. Public Infrastructure. The Developer or its successor in title, as appropriate, at its sole cost, shall design, construct and maintain, until acceptance by the City 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 Final Site 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. Public infrastructure facilities shall include those facilities to be located in rights-of-way or easement areas conveyed to the City, as shown on the approved engineering construction drawings and shall include, but not be limited to the following:

- a. Pedestrian ways, sidewalks, and crosswalks located on the Property, as shown on the Final Site Plan.
- b. Sewer collection systems, located on the Property, including any necessary pumping facilities providing for transmission of sewage flows generated by the Project.
- c. Water distribution system located on the Property including fire protection facilities and reclaimed water facilities as may be necessary to serve the Project.
- d. Stormwater drainage systems serving public facilities located on the Property, serving to conduct, transmit, channel or otherwise provide for stormwater flow from, through and to adjoining lands according to the natural site topography including retention/detention ponds or any other stormwater facilities required by the City of Madeira Beach or any other governmental agency with jurisdiction concerning such facilities. Any required easements or other rights of access to insure the continued maintenance and working condition of said retention/detention ponds shall be granted to City by the Developer or to Developer by City, as may be applicable.
- e. Street signage and pavement striping.
- f. Utility easements or rights-of-way.
- g. Other facilities deemed necessary for public use, including but not limited to off-site road and drainage facilities as identified in the site plan review process, building permit issuance process, engineering review, fire department review, or any other review process of the City or other governmental agency with jurisdiction over such development.

Public infrastructure facilities, as shown on the Final Site Plan, shall be complete, and approved for acceptance by the City prior to the issuance of any certificate of occupancy on the Property, or 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 on the Property and public access and facilities to serve the proposed structures are available in accordance with City regulations.

14. Public Facilities. The City shall cause to be provided to the boundary of the Property the following available City owned and operated facilities, to wit: 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 by City and other applicable regulations.

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

- a. City of Madeira Beach building permits.
- b. Southwest Florida Water Management District surface water management permit.
- c. City of Madeira Beach Engineering construction permit.
- d. Florida Department of Environmental Protection NPDES permit.
- e. Florida Department of Health drinking water permit.
- f. Florida Department of Environmental Protection wastewater collection permit.
- g. All other approvals or permits as required by existing governmental regulations as they now exist.

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 Property 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.

16. City Impact Fee Credits.

- a. Project. The City has computed and will grant certain impact fee credits for the Project to the Developer consistent with City ordinances and reflecting previous uses on the Property, which entitle the Developer to transportation impact fee credits. The impact fee credits to be granted to Developer are in the amount of thirteen thousand six hundred fifty dollars and No/100 (\$13,650.00).

17. 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.

18. Annual Review. The City of Madeira Beach the City shall review the Project once every twelve (12) calendar months from the Effective Date.

19. Recordation. Not later than fourteen (14) days after the execution of this Agreement, 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 after the Agreement is recorded. 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.

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

21. Legislative Act. This Agreement is agreed to be an 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 Property 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 Property shall be deemed to be in agreement with the matters set forth in this paragraph.

22. 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 Property shall be subject to the laws, ordinances and regulations of the City of Madeira Beach as they exist as of the date of this Agreement. Any reference in this Agreement to "Developer" contemplates and includes the fee simple title owners of record of the Property their heirs, assigns or successors in title and interest. Any oral agreements, agreements created by written correspondence or any other matter previously discussed or agreed upon between the parties are merged herein.

23. 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 attorneys fees at mediation, trial and through any appellate proceedings.

Except as provided above, 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 Property 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.

24. Execution. The Developer represents and warrants that this Agreement has been executed by all persons having equitable title in the subject Property.

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 of Madeira Beach has authorized the execution of this Agreement by the appropriate City officials.

25. 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.

26. 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 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.

27. Venue. Venue for the enforcement of this Agreement shall be exclusively in Pinellas County, Florida.

28. 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 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 its costs and attorneys fees at mediation, trial and through any appellate proceedings.

29. 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:  
Gulfwaters Land Development, LLC  
13336 N. Central Avenue  
Tampa, FL 33612  
Attention: David Bekhor, Manager

To the City:  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 34698  
Attention: Shane Crawford,  
City Manager

with copies to:

John M. Brunson, Esquire  
4250 Central Avenue  
St. Petersburg, FL 33711

Thomas J. Trask, Esquire  
City Attorney  
Frazer, Hubbard, Brandt, Trask,  
Yacavone, Metz & Daigneault, LLP  
595 Main Street  
Dunedin, FL 34698

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

30. 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.

31. 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 April 16, 2013.

CITY OF MADEIRA BEACH

Heather L. Lucas  
Witness

By: Travis Palladeno  
Travis Palladeno, Mayor

Cheryl Rodde  
Witness

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 16 day of April, 2013 by Travis Palladeno, Mayor of the City of Madeira Beach, who ☒ is personally known to me or who produced \_\_\_\_\_ as identification.

Heather L. Lucas  
NOTARY PUBLIC, STATE OF FLORIDA



Shane Crawford  
Shane Crawford, City Manager

Aimee Servedio  
Aimee Servedio, City Clerk Pro Tem

APPROVED AS TO FORM:

Thomas J. Trask  
Thomas J. Trask, Esquire, City Attorney

GULFWATERS LAND DEVELOPMENT, LLC

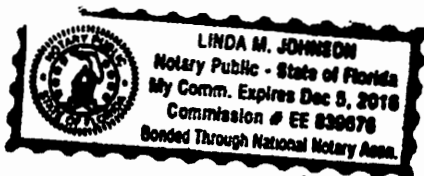
Witness -

Linda M. Johnson

Witness

STATE OF FLORIDA  
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared David Bekhor, Manager of GULFWATERS LAND DEVELOPMENT, LLC who ☒ is personally known to me or who produced \_\_\_\_\_ as identification and, being first duly sworn, acknowledges that he has read the foregoing and that the same is true and correct, and that he is duly authorized to execute this Agreement on behalf of GULFWATERS LAND DEVELOPMENT this 16 day of August, 2013.



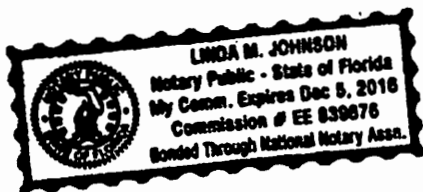
Witness

Linda M. Johnson

Witness

STATE OF FLORIDA  
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared David Bekhor, Manager of ANCHORAGE BAY, LLC who ☒ is personally known to me or who produced \_\_\_\_\_ as identification and, being first duly sworn, acknowledges that he has read the foregoing and that the same is true and correct, and that he is duly authorized to execute this Agreement on behalf of ANCHORAGE BAY, LLC this 16 day of August, 2013.



NOTARY PUBLIC, STATE OF FLORIDA

By:

David Bekhor, its Manager

ANCHORAGE BAY, LLC

By:

David Bekhor, its Manager

**EXHIBIT "A"**

LOT A, BLOCK A, SECOND ADDN. TO GULF SHORES, AS RECORDED IN PLAT BOOK 21, PAGE(S) 23-24, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THE SOUTHEASTERLY 63.66' TOGETHER WITH LAND, IF ANY THERE BE, LYING BETWEEN THE SIDELINE OF LOT A, (LESS THE SOUTHEAST 63 2/3 FEET THEREOF WHICH IS ADJACENT TO AND PARALLEL WITH THE NORTHWESTERLY LINE OF LOT 25, BLOCK "A") BLOCK "A", SECOND ADDN TO GULF SHORES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 21, PAGES 23 AND 24, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AS EXTENDED TO THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO AS IT MAY EXIST FROM TIME TO TIME. AS RECORDED IN THE QUITCLAIM DEED, OFFICIAL RECORDS BOOK 14144, PAGE(S) 2327, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

**SPR 2013-01: GULF GRILL ON MADEIRA BEACH**

**Site Plan Review:** Gulf Grill on Madeira Beach  
14080 Gulf Boulevard  
Madeira Beach, FL 33708

**Property Owner:** Anchorage Bay, LLC  
13336 North Central Avenue  
Tampa, FL 33612

**Developer:** Gulfwaters Land Development, LLC  
13336 North Central Avenue  
Tampa, FL 33612

**Request:** Site Plan Review for a 6,923.6 sq. ft. beach front restaurant

**Location:** 14080 Gulf Boulevard

**Zoning:** R-3, Medium Density Multifamily Residential

**Adjacent Property Uses:** North: Arena de Madeira (a residential condominium)  
South: Kitty Stuart Park (City Park)  
East: Gulf Boulevard / Varied Commercial Uses  
West: Public Beach / Gulf of Mexico

**Site Area:** Approximately 14,059 sq. ft. / 0.32 acres MOL

**Flood Zone:** VE, Elevations 13 and 14, and AE, Elevation 13. Community Panel No. 125127-0191-G. Revised Map Dated September 3, 2003.

**Site Legal:** Lot A, Block A, Second Addition to Gulf Shores, as recorded in Plat Book 21, page(s) 23-24, Public Records of Pinellas County, Florida, less the southeasterly 63.66 feet together with land, if any there be, lying between the sideline of Lot A (less the southeast 63 2/3 feet thereof which is adjacent to and parallel with the northwesterly line of Lot 25, Block "A"), Block "A", second addition to Gulf Shores, according to the plat thereof recorded in Plat Book 21, pages 23 and 24, Public Records of Pinellas County, Florida, as extended to the mean high water line of the Gulf of Mexico as it may exist from time to time. As recorded in the Quitclaim Deed, Official Records Book 14144, Page(s) 2327, Public Records of Pinellas County, FL. Parcel I.D. #10-31-15-34344-001-0010

**Description:** Applicant is seeking to develop subject property as a 6,923.6 square foot restaurant. The Planning Commission is scheduled to hold its review and the first public hearing on this proposed development agreement on March 11, 2013 at 7:00 p.m. The Board of Commissioners is scheduled to hold its review and the second public hearing on this development agreement on April 9, 2012 at 6:00 p.m.

Professional civil plan review services have been provided by the following consultant on behalf of the City of Madeira Beach:

Albert Carrier, PE, PSM  
Principal Engineer  
Deuel & Associates  
Clearwater, Florida

**Site Information:** The following site data table comes from the reviewed site plan and provides an encapsulated overview of the proposed project.

Site Data Table

|  | Existing Conditions                              | R-3 Regulations<br>Allowed/Required                          | R-3 Regulations<br>Proposed                      |
|--|--|--|--|
| <b>Zoning</b>  | R-3<br>Medium Density<br>Multifamily Residential | R-3<br>Medium Density Multifamily<br>Residential             | R-3<br>Medium Density<br>Multifamily Residential |
| <b>Future Land Use</b>   | RFM<br>Resort Facilities Medium                  | RFM<br>Resort Facilities Medium                              | RFM<br>Resort Facilities Medium                  |
| <b>Usage</b>   | Vacant<br>Property                               | Restaurant<br>(Permitted Use)                                | Restaurant<br>(6,923.6 square feet area)         |
| <b>Lot Area</b>  | 14,059 sq. ft.<br>0.32 acres                     | 14,059 sq. ft.<br>0.32 acres                                 | 14,059 sq. ft.<br>0.32 acres                     |
| <b>Lot Width</b>   | 117.16 ft.<br>(Existing)                         | 40.0 ft.<br>(Minimum Required)                               | 117.16 ft.<br>(Provided)                         |
| <b>Lot Depth</b>   | 120.0 ft.<br>(Existing)                          | 80.0 ft.<br>(Minimum Required)                               | 120.0 ft.<br>(Provided)                          |
| <b>Building Coverage<br/>(sq. ft. &amp; % of gross site)</b>   | Vacant   | 7,732.45 sq. ft.<br>55.0 % (Maximum)                         | 6,703.3 sq. ft.<br>47.7 %                        |
| <b>Gross Floor Area (Sq. ft.)<br/>FAR (Floor Area Ratio)</b>   | Vacant   | 7,732.45 sq. ft.<br>0.55% FAR (Maximum)                      | 6,923.6 sq. ft.<br>49.2% FAR                     |
| <b>Setbacks:</b>   |  |  |  |
| Front (Gulf Blvd side)   | 25 ft.   | 25 ft.   | 25.0 ft.   |
| Side (southeast)   | 38.66 ft. total /<br>(10 ft. minimum)            | 38.66 ft. total /<br>(10 ft. minimum)                        | 19.33 ft.  |
| Side (northwest)   | 38.66 ft. total /<br>(10 ft. minimum)            | 38.66 ft. total /<br>(10 ft. minimum)                        | 19.33 ft.  |
| Total side combined  | 38.66 ft. total /<br>(10 ft. minimum)            | 38.66 ft. total /<br>(10 ft. minimum)                        | 38.66 ft. total<br>(10 ft. minimum)              |
| Rear (beach side)  | Setback shall be landward<br>of the CCCL         | Setback shall be landward of<br>the CCCL                     | 12.42 ft.<br>landward of the CCCL                |
| <b>Building Height</b>   | Vacant<br>(40 ft./3 stories - BFE)               | 40 ft. or 3 stories above BFE<br>As required by Code         | 32.83 ft. above BFE<br>(Allowed)                 |
| <b>Vehicular Use Area (V.U.A.)</b>   | Vacant<br>(Not Applicable)                       | Not Applicable<br>(Dependent Upon Site)                      | 7,242.8 sq. ft.<br>51.5 %                        |
| <b>Impervious Surface Area<br/>(ISR)</b>   | 0 sq. ft.<br>0.00 ISR                            | 9,841.3 sq. ft.<br>0.70 ISR                                  | 9,120.0 sq. ft.<br>64.9 % ISR                    |
| <b>Open Space</b>  | 14,059 sq. ft.<br>100%                           | 4,217.7 sq. ft.<br>30 %                                      | 7,355.7 sq. ft.<br>52.3 %                        |
| <b>Parking Lot Interior Landscape<br/>(10% of site + required buffers)</b>   | Vacant<br>(Not Applicable)                       | 1,405.9 sq. ft. + required<br>buffers for vehicular use area | 3,141.1 sq. ft.<br>22.3 %                        |
| <b>Parking</b>   | Vacant<br>0 spaces required                      | Restaurant = 1 space/4 seats<br>As required by Code          | 217 seats = 54 spaces<br>Site Plan provisions    |
| <b>Parking Calculations/Notes:</b><br>162 seats in restaurant @ 1 space/4 seats = 40.50 spaces<br>55 seats in Tiki and Deck area @ 1 space/4 seats = 13.75 spaces<br>54.25 spaces required (54 spaces per Code)<br><ul style="list-style-type: none"> <li>Allowable compact spaces = 20% (54 x 20%) = 11 compact spaces allowed (One compact space provided on site.)</li> <li>Total number of parking spaces on site = 22 parking spaces (21 regular spaces and 1 compact space).</li> <li>Total number of approved off-site or shared parking spaces to be provided = 14 (off-site parking lot at 14101 Gulf Boulevard – subject to review and approval through the process outlined in Section 110-955 of the City Code.)</li> <li>Bicycle Parking Credit = 3 space credit (providing 6 bicycle spaces/ maximum credit = 3 spaces)</li> </ul> Minimum number of parking spaces required = 54<br>Minimum number of parking spaces to be provided = 39 parking spaces (22 on-site, 3 bicycle credits, 14 off-site)<br>Total parking space variance requested = 15 |  |  |  |

**Conditions of Approval:**

1. Approval of the related development agreement pertaining to the site development of the subject property as described and depicted in the approved site plan (SPR-2013-01).
2. Where necessary to accommodate proposed development, the applicant shall be responsible for the removal and/or relocation of any and all existing public utilities located on the subject site, including the granting of easements located outside of 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 Community Services Department.
3. All construction associated with this project shall be subject to the current requirements of the Florida Building Code, Madeira Beach's land development regulations, the Florida Fire Prevention Code, all other technical codes adopted by the City of Madeira Beach, and FEMA. This shall include provisions to meet the turtle lighting requirements.
4. All on-site construction activities related to erosion control shall be applied as required by the Florida Building Code and the Madeira Beach Code of Ordinances.
5. Proof of SWFWMD Environmental Resource permit approval or exemption of the drainage requirements is required prior to the Certificate of Occupancy being issued.
6. Proof of FDOT Access/Driveway permit approval for the ingress and egress to Gulf Boulevard is required prior to the Certificate of Occupancy being issued.
7. Proof of FDOT Drainage Connection permits required prior to the Certificate of Occupancy being issued.
8. If possible, final location of the FDOT Gulf Boulevard crosswalk shown on the site plan shall be identified.
9. The motorcycle parking area shall not interfere with the ingress/egress access points for the Tiki and Deck area noted on the site plan. The standard motorcycle parking space allocation of 4 feet by 8 feet shall be utilized.
10. Final approval of all off-site and/or shared parking by Administration as stipulated by Sections 110-955 and 110-956 of the City Code. Such site plan shall be subject to review by the City's consulting engineer to ensure proper traffic circulation and adequate parking spaces. Such off-site and/or shared parking may be allowed full or part time as stacked valet parking, but must be so noted on the submitted off-site and/or shared parking site plan. As per the site plan, a total of 21 off-site and/or shared parking spaces are to be provided. Such approval is required prior to building permits being issued.
11. Final approval of the City's consulting engineer of the civil and utility site and construction plans prior to building permits being issued.
12. Final approval of the Community Services Director of the plans for solid waste collection prior to building permits being issued.
13. Final approval of the Fire Chief of the site plan as it relates to fire code issues prior to building permits being issued.
14. The dedication of a five (5) foot easement to the City of Madeira Beach for the expansion of additional City metered parking at Kitty Stuart Park by the developer. This action will increase the number of public parking spaces at Kitty Stuart Park to a total of 20 parking spaces. Proof of recordation (at the Developer's expense) of the approved easement is required prior to a Certificate of Occupancy being issued. The developer shall be responsible for the costs associated with the related improvements on City parkland including but not limited to paving and landscaping. The City shall be responsible for the maintenance of Kitty Stuart Park.



15. Final approval of the Community Development Department and the City's consulting civil engineer for the site's compliance with the approved site plan and civil plan prior to the Certificate of Occupancy being issued.
16. The restroom facilities proposed by the Developer of the Gulf Grill on Madeira Beach, which are noted on the Kitty Stuart Park parking lot portion of the site plan, shall be at the expense of said developer. Please note that such restrooms are located within a VE (Velocity) flood zone and must meet FEMA, Pinellas County Contractors' License Board (PCCLB), and the Florida Building Code requirements for such construction. Based on the City's consulting engineer's research, it is likely that FEMA will require the elevation of the restroom facilities to meet velocity zone construction requirements relating to elevation, will mandate construction methodologies such as breakaway wall, and will require provisions for ADA access. Consideration should be given to the possibility of installing a portable bathroom facility that connects to the water and sanitary sewer infrastructure and which can quickly be disconnected from this infrastructure and relocated to a safe location in the event of a pending storm. If such a portable facility is utilized, then the design and appearance of such bathroom facility shall meet the approval of the City. Such a portable facility would be subject to FEMA, PCCLB, and Florida Building Code approval. The developer shall have the option of locating the restrooms on the restaurant site, subject to the recording of an ingress/egress easement for the public use of restrooms, or pay the City the sum of \$\_\_\_\_\_. The City shall provide the maintenance of the restrooms located in Kitty Stuart Park. If the restrooms are located on the restaurant site, the Developer will provide the maintenance. [\*Please note: The City and the Developer are finalizing language relating to the restroom facility. Essentially, the Developer will provide the restroom facility unless otherwise disallowed by FEMA. In such instance, the Developer will increase the restroom facility inside the restaurant. REVISED LANGUAGE COMING.]
17. If required following the Planning Commission public hearing, the Developer shall provide to the City revised plans in response to any additional adjustments to the site plan and its conditions of approval. Such required revisions shall be provided to the Community Development Department no later than March 29, 2013.
18. The proposed restaurant use shall be in compliance with the R-3 zoning district regulations that pertain to restaurant use as defined in Sections 110-527 and 110-530 as shown below. In addition, in order to sell beer, wine, and/or liquor for consumption on premises, there is a specific review process by the Board of Commissioners that is required by Code. It requires a specific application, proper posting of the property, notification to all owners of property within 300 feet of the subject site, a public hearing, review and approval by the Board of Commissioners. These provisions are located in Chapter 110, Article VI, Division 6 (Alcoholic Beverages) of the City Code (Section 110-526 through Section 110-540). The following City Code provisions pertain to restaurants and the allowance of alcoholic beverages at restaurants within R-3 zoning district districts:
 

**Sec. 110-527. - Classifications.**

(d) *Restaurants. A restaurant is an establishment where beer, or beer and wine, or beer, wine and liquor are sold for consumption on the premises, or for consumption on the premises and package sales, in connection with a restaurant business wherein the combined gross sales of the business operation are more than 60 percent attributable to the sale of food and nonalcoholic items.*

**Sec. 110-530. - Alcoholic beverage districts, restrictions and distance requirements.**

(b) *R-3 districts. Only restaurant establishments as defined in section 110-527 shall be allowed in any district zoned R-3 within the city.*
19. Regarding the abutting Kitty Stuart Park, please note that this is a metered parking lot developed for public use. As such, the parking at Kitty Stuart Park is and shall remain public parking that is available on a first come first served basis. Patrons of the Gulf Grill restaurant may park at Kitty Stuart Park in the same manner as anyone else. However, Kitty Stuart parking spaces may not be otherwise utilized by the restaurant including but not limited to parking reserved or held for the restaurant's use, valet parking, or shared/off-site parking allocated to the restaurant. The park and parking lot hours for Kitty Stuart Park will

be from 6 a.m. to 10 p.m. as stipulated by City Code and subject to the following regulations unless otherwise altered by City Code provisions:

**Sec. 66-72. - Limitations on parking in city parking lots and beach access easements.**  
*Parking of any type motor vehicle is allowed in the city parking lots and beach access easements subject to the following limitations:*

- (1) All vehicles must park within the designated metered spaces;
- (2) No part of the vehicle may extend beyond the limits of the marked parking space;
- (3) Backing of vehicles into metered spaces is prohibited;
- (4) Parking is only allowed during the hours of 6:00 a.m. to 12:00 midnight, unless otherwise posted;
- (5) Meters are in effect on all lots during the allowable hours of operation, seven days a week; and
- (6) Parking is prohibited in all areas during the hours of 12:00 midnight to 6:00 a.m. daily, unless otherwise posted.

**Sec. 66-77. - Kitty Stuart Park.**

*The park and parking lot hours for Kitty Stuart Park, at approximately 141st Avenue and Gulf Boulevard, will be from 6 a.m. to 10 p.m. and subject to the regulations listed in section 66-72 with the exception of subsections (4) and (6).*

20. The following is the scope of the proposed Kitty Stuart Park construction activities that are to be the responsibility of the Developer:

- a) City will submit drawings prepared by the Developer for F.D.O.T. approval of access construction at the developer's expense and will process permit for resurfacing, curbing and construction of parking lot as approved and of public restrooms and landscape renovation.
- b) Remove all existing curb on south and north property landscape buffers.
- c) Demolish and remove or recondition existing paved surfaces from existing parking lot and entry to edge of Gulf Boulevard road surfaces and replace with concrete.
- d) The design, demolition, construction and all costs of the following scope of work:
  - 1) Demolish existing curbs; remove existing paving and concrete skirt as necessary at entry to Gulf Boulevard.
  - 2) Remove landscaping as required and preserve or relocate on site as possible.
  - 3) Remove existing pavilion and cap existing water line.
  - 4) Construct two (2) new ADA restrooms, compliant with FEMA regulations, as described in the RECITALS. [unless otherwise stipulated as noted in #16]
  - 5) Provide 207 linear feet, plus 4 1/4 inches, of curb per plans.
  - 6) Provide 5,746.44 sq. ft. of 5" concrete or asphalt parking and drive.
  - 7) Provide 5 ft. concrete walkways as shown on approved plan.
  - 8) Provide new landscaping that meets the City's approval and which is distinct and different from the landscaping proposed for the Gulf Grill restaurant.
  - 9) These improvements to Kitty Stuart Park shall be completed to the satisfaction of the City prior to a Certificate of Occupancy being granted to the Gulf Grill restaurant.

21. In addition, the Developer is responsible for the construction costs of the proposed dune walkover to be built adjacent to Kitty Stuart Park and the Gulf Grill.
22. All of the items to be built by the Developer on the Kitty Stuart Park, including the landscaping, restrooms, and parking spaces, will be maintained by the City of Madeira Beach once the initial construction is complete.

Reviewed by: Lynn Rosetti, AICP, Community Development Director

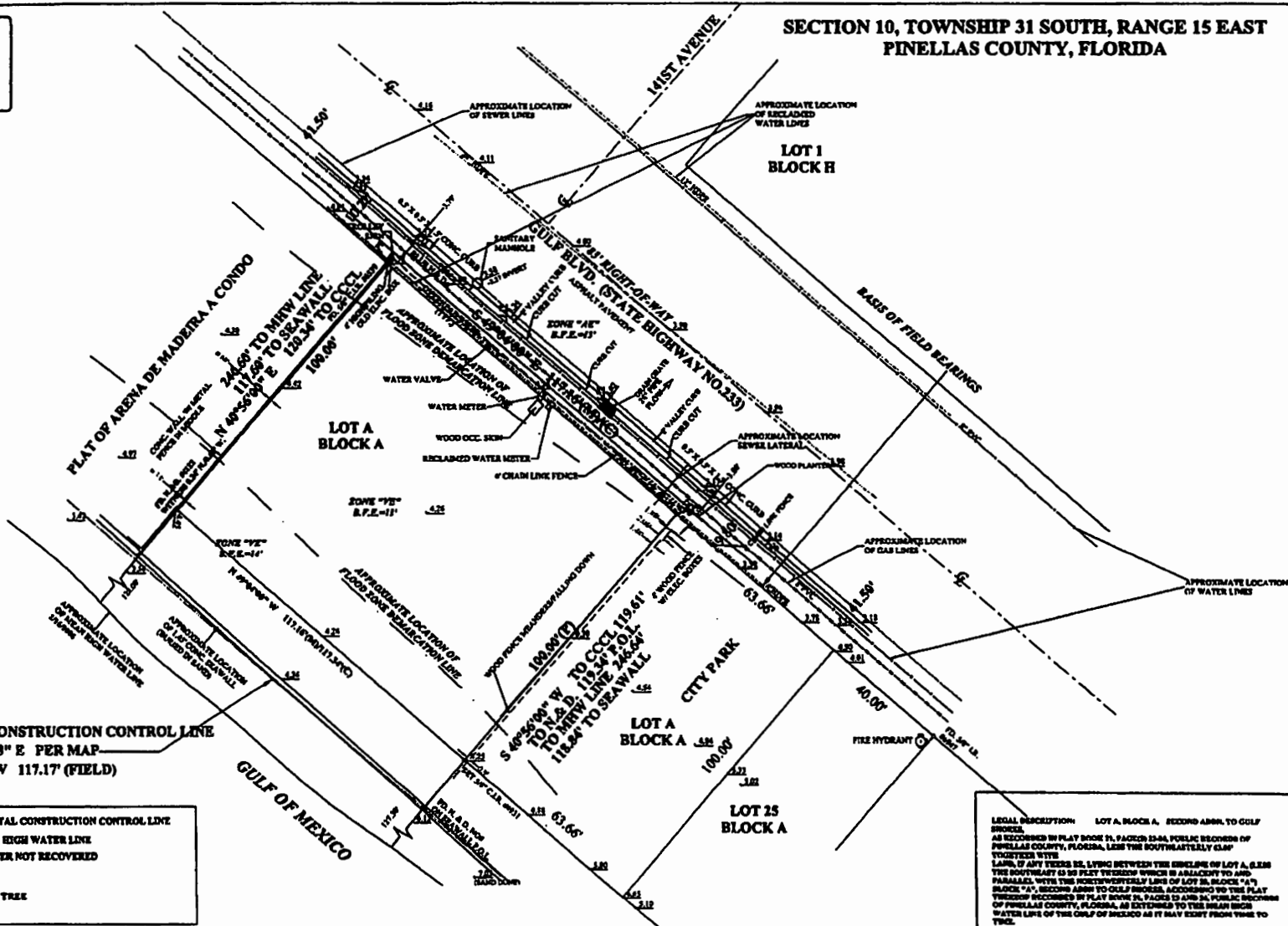
Approved

A handwritten signature in black ink, appearing to read "Lynn Rosetti", is written over a horizontal line.

Date 3/8/2013



SECTION 10, TOWNSHIP 31 SOUTH, RANGE 15 EAST  
PINELLAS COUNTY, FLORIDA



COASTAL CONSTRUCTION CONTROL LINE  
N 48°40'58" E PER MAP  
N 49°25'15" W 117.17' (FIELD)

CCCL - COASTAL CONSTRUCTION CONTROL LINE  
MSW - MEAN HIGH WATER LINE  
• - CORNER NOT RECOVERED

- PALM TREE

LEGAL DESCRIPTION: LOT A, BLOCK A, SECOND ADDN. TO GULF  
SHORES,  
AS RECORDED IN PLAT BOOK 11, PAGE 1344, PUBLIC RECORDS OF  
PINELLAS COUNTY, FLORIDA. LINE THE SOUTHWESTLY CORNER  
FOURTEEN (14)  
LAIN, IS ANY FEET BE LYING BETWEEN THE BOUNDARY OF LOT A, (LESS  
THE DISTANCE TO 50 FEET THEREOF WHICH IS ADJACENT TO AND  
PARALLEL WITH THE NORTHWESTERLY LINE OF LOT 18, BLOCK "A",  
BLOCK "A", SECOND ADDN. TO GULF SHORES, ACCORDING TO THE PLAT  
THEREOF RECORDED IN PLAT BOOK 11, PAGE 1344 AND IN PUBLIC RECORDS  
OF PINELLAS COUNTY, FLORIDA, AS EXTENDED TO THE MEAN HIGH  
WATER LINE OF THE GULF OF MEXICO AS IT MAY EXIST FROM TIME TO  
TIME.  
AS RECORDED IN THE OUTCLOTH DEED, OFFICIAL RECORDS BOOK 1444  
PAGE 1275, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

|  |  |  |  |
|--|--|--|--|
| <p>APPROXIMATE LOCATION OF SEWER LINES</p> <p>APPROXIMATE LOCATION OF ENCLOSED WATER LINES</p> <p>APPROXIMATE LOCATION OF GAS LINES</p> <p>APPROXIMATE LOCATION OF WATER LINES</p> | <p>APPROXIMATE LOCATION OF SEWER LINES</p> <p>APPROXIMATE LOCATION OF ENCLOSED WATER LINES</p> <p>APPROXIMATE LOCATION OF GAS LINES</p> <p>APPROXIMATE LOCATION OF WATER LINES</p> | <p>APPROXIMATE LOCATION OF SEWER LINES</p> <p>APPROXIMATE LOCATION OF ENCLOSED WATER LINES</p> <p>APPROXIMATE LOCATION OF GAS LINES</p> <p>APPROXIMATE LOCATION OF WATER LINES</p> | <p>APPROXIMATE LOCATION OF SEWER LINES</p> <p>APPROXIMATE LOCATION OF ENCLOSED WATER LINES</p> <p>APPROXIMATE LOCATION OF GAS LINES</p> <p>APPROXIMATE LOCATION OF WATER LINES</p> |
| <p>APPROXIMATE LOCATION OF SEWER LINES</p> <p>APPROXIMATE LOCATION OF ENCLOSED WATER LINES</p> <p>APPROXIMATE LOCATION OF GAS LINES</p> <p>APPROXIMATE LOCATION OF WATER LINES</p> | <p>APPROXIMATE LOCATION OF SEWER LINES</p> <p>APPROXIMATE LOCATION OF ENCLOSED WATER LINES</p> <p>APPROXIMATE LOCATION OF GAS LINES</p> <p>APPROXIMATE LOCATION OF WATER LINES</p> | <p>APPROXIMATE LOCATION OF SEWER LINES</p> <p>APPROXIMATE LOCATION OF ENCLOSED WATER LINES</p> <p>APPROXIMATE LOCATION OF GAS LINES</p> <p>APPROXIMATE LOCATION OF WATER LINES</p> | <p>APPROXIMATE LOCATION OF SEWER LINES</p> <p>APPROXIMATE LOCATION OF ENCLOSED WATER LINES</p> <p>APPROXIMATE LOCATION OF GAS LINES</p> <p>APPROXIMATE LOCATION OF WATER LINES</p> |



L.A. PERRY AND ASSOCIATES, INC.  
1450 145TH AVENUE NORTH  
PETERSBURG, FLORIDA 33779  
PHONE: (772) 344-4444  
FAX: (772) 344-4444  
FLORIDA P.E. # 4021

SIGNATURE: LAUREN E. PERRY (L.S. 4051)  
DATE: 7-11-2011  
DRAWN BY: L.P./M.P.

ADDRESS:  
VACANT LOT  
(ACROSS FROM 145TH AVE.)  
MADEIRA BEACH, FLORIDA  
JOB NO. 2012-0254

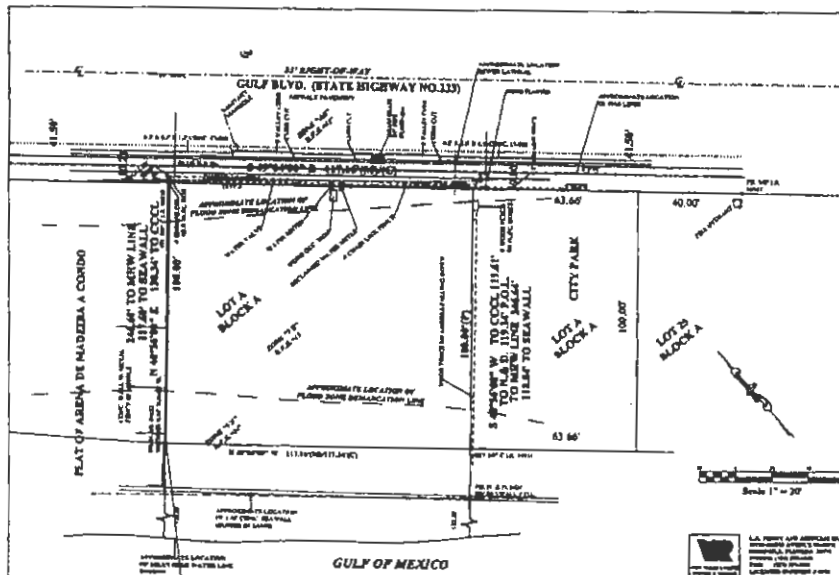
PLANNED WITHIN THE SCOPE OF TITLE CONSTRUCTION POLICY  
BASED ON INFORMATION FROM THE UTILITIES PINELLAS COUNTY DEPT.  
DESIGNATED MARIANA, 154 MAP FOR 12.17, 12.18

APPROXIMATE LOCATION OF SEWER LINES  
APPROXIMATE LOCATION OF ENCLOSED WATER LINES  
APPROXIMATE LOCATION OF GAS LINES  
APPROXIMATE LOCATION OF WATER LINES



## CONCEPTUAL ARTISTS RENDERING

Gulf Grill on Madeira Beach



**GULF GRILL ON MADEIRA BEACH**  
**14080 GULF BLVD.**  
**MADEIRA BEACH, FLORIDA.**

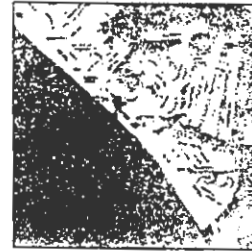
## SITE DATA

SECTION 10, TOWNSHIP 31, SOUTH, RANGE 15, EAST

FLOOD ZONE: VARIES "VE" (B.F.E.=14'), "VE" (B.F.E.=13'), & "AP" (B.F.E.=13').  
ACCORDING TO F.L.R.M. #125127-0191-G DATED: 8-3-03

### LEGAL DESCRIPTION

LOT A, BLOCK A, SECOND ADDN TO GULF SHORES,  
AS RECORDED IN PLAT BOOK 21, PAGE(S) 23-24, PUBLIC RECORDS OF  
PINELLAS COUNTY, FLORIDA, LESS THE SOUTHEASTERLY 6546'  
TOGETHER WITH  
LAND, WATER, TREES ETC., LYING BETWEEN THE SHELTERS OF LOT A, (LESS  
THE SOUTHEAST 43 30 FEET THEREOF WHICH IS CLAIMED TO AND  
PARALLEL WITH THE NORTHWESTERLY LINE OF LOT 25, BLOCK "A")  
BLOCK "A", SECOND ADDN TO GULF SHORES, ACCORDING TO THE PLAT  
THEREOF RECORDED IN PLAT BOOK 21, PAGES 21 AND 24, PUBLIC RECORDS  
OF PINELLAS COUNTY, FLORIDA, AS EXTENDED TO THE MEAN HIGH  
WATER LINE OF THE GULF OF MEXICO AS IT MAY EXIST FROM TIME TO  
TIME.  
AS RECORDED IN THE QUITTANCE DEED, OFFICIAL RECORDS BOOK 14144  
PAGE(S) 3237, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.



### SITE LOCATION MAP



AERIAL LOCATION MAP

## SHEET INDEX

- C-0 COVER, INDEX & SURVEY
- A-0.0 ARCHITECTURAL SITE PLAN
- C-0.0 CIVIL & UTILITY PLAN
- L-0.0 SITE ORIENTATION AND LANDSCAPE PLAN

## OWNER

ANCHORAGE RAY LLC  
13316 N CENTRAL AVENUE  
TAMPA, FL 33613

## DEVELOPER

GULFWATERS LAND DEVELOPMENT CO  
13236 N CENTRAL AVENUE  
TAMPA, FLORIDA 33612

ARCHITECT

JOHN A. BOZZIAN, ARCHTCT. AIA, P.  
2329 CENTRAL AVENUE  
SAINT PETERSBURG, FLORIDA 33715

CIVIL ENGINEER

MONTECARI & ASSOCIATES P.C.  
3632 CHANCELLOR ST NE  
SAINT PETERSBURG, FLORIDA 33713

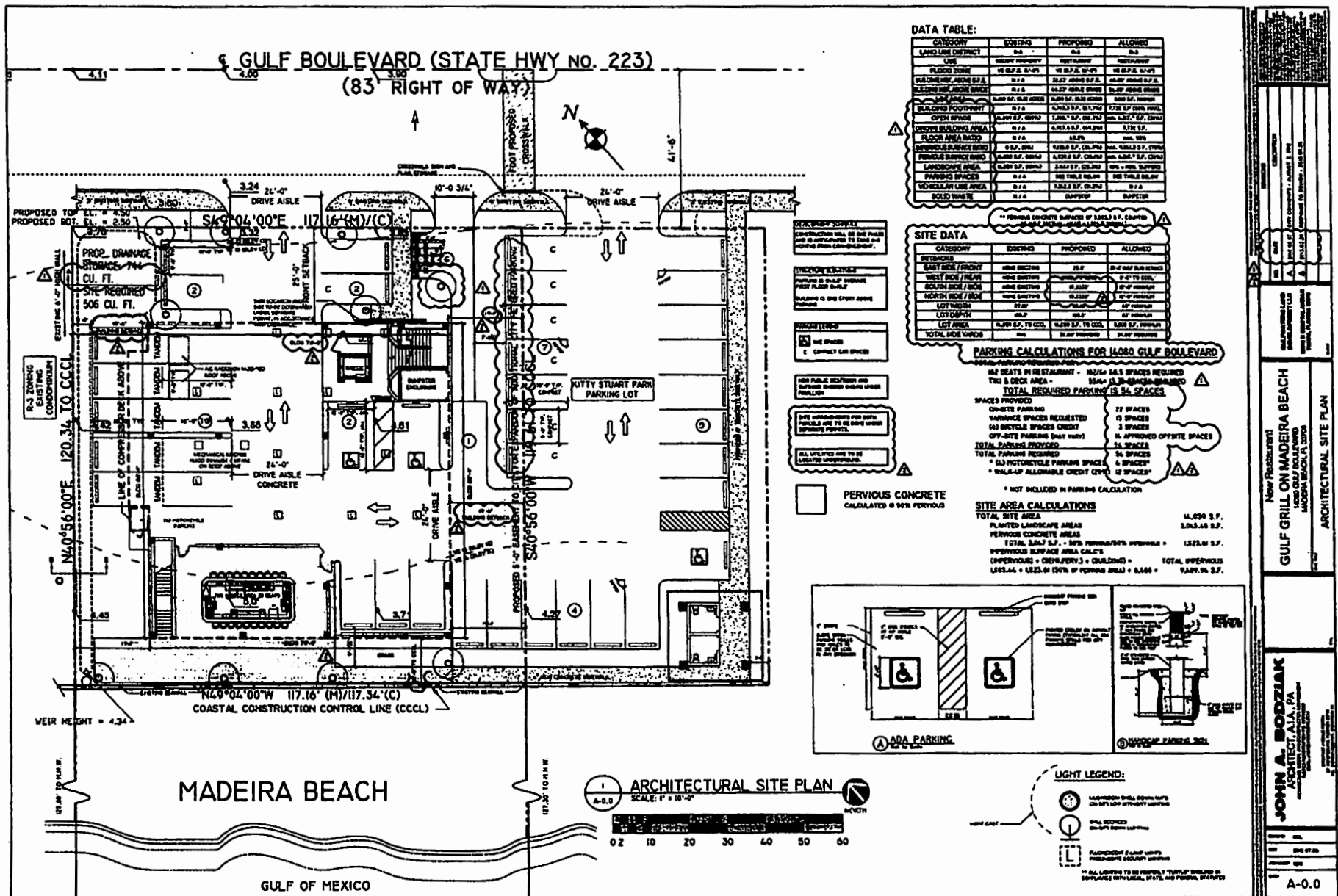
## STRUCTURAL DESIGN CRITERIA

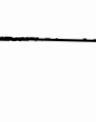
|                         |                            |
|-------------------------|----------------------------|
| <b>DELIVERY METHOD:</b> |                            |
| 1. <b>STANDARD</b>      | 2. <b>DELIVERY METHOD:</b> |
| 3. <b>STANDARD</b>      | 4. <b>STANDARD</b>         |
| 5. <b>STANDARD</b>      | 6. <b>STANDARD</b>         |
| 7. <b>STANDARD</b>      | 8. <b>STANDARD</b>         |
| 9. <b>STANDARD</b>      | 10. <b>STANDARD</b>        |
| 11. <b>STANDARD</b>     | 12. <b>STANDARD</b>        |
| 13. <b>STANDARD</b>     | 14. <b>STANDARD</b>        |
| 15. <b>STANDARD</b>     | 16. <b>STANDARD</b>        |
| 17. <b>STANDARD</b>     | 18. <b>STANDARD</b>        |
| 19. <b>STANDARD</b>     | 20. <b>STANDARD</b>        |
| 21. <b>STANDARD</b>     | 22. <b>STANDARD</b>        |
| 23. <b>STANDARD</b>     | 24. <b>STANDARD</b>        |
| 25. <b>STANDARD</b>     | 26. <b>STANDARD</b>        |
| 27. <b>STANDARD</b>     | 28. <b>STANDARD</b>        |
| 29. <b>STANDARD</b>     | 30. <b>STANDARD</b>        |
| 31. <b>STANDARD</b>     | 32. <b>STANDARD</b>        |
| 33. <b>STANDARD</b>     | 34. <b>STANDARD</b>        |
| 35. <b>STANDARD</b>     | 36. <b>STANDARD</b>        |
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| 49. <b>STANDARD</b>     | 50. <b>STANDARD</b>        |
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| 53. <b>STANDARD</b>     | 54. <b>STANDARD</b>        |
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| 59. <b>STANDARD</b>     | 60. <b>STANDARD</b>        |
| 61. <b>STANDARD</b>     | 62. <b>STANDARD</b>        |
| 63. <b>STANDARD</b>     | 64. <b>STANDARD</b>        |
| 65. <b>STANDARD</b>     | 66. <b>STANDARD</b>        |
| 67. <b>STANDARD</b>     | 68. <b>STANDARD</b>        |
| 69. <b>STANDARD</b>     | 70. <b>STANDARD</b>        |
| 71. <b>STANDARD</b>     | 72. <b>STANDARD</b>        |
| 73. <b>STANDARD</b>     | 74. <b>STANDARD</b>        |
| 75. <b>STANDARD</b>     | 76. <b>STANDARD</b>        |
| 77. <b>STANDARD</b>     | 78. <b>STANDARD</b>        |
| 79. <b>STANDARD</b>     | 80. <b>STANDARD</b>        |
| 81. <b>STANDARD</b>     | 82. <b>STANDARD</b>        |
| 83. <b>STANDARD</b>     | 84. <b>STANDARD</b>        |
| 85. <b>STANDARD</b>     | 86. <b>STANDARD</b>        |
| 87. <b>STANDARD</b>     | 88. <b>STANDARD</b>        |
| 89. <b>STANDARD</b>     | 90. <b>STANDARD</b>        |
| 91. <b>STANDARD</b>     | 92. <b>STANDARD</b>        |
| 93. <b>STANDARD</b>     | 94. <b>STANDARD</b>        |
| 95. <b>STANDARD</b>     | 96. <b>STANDARD</b>        |
| 97. <b>STANDARD</b>     | 98. <b>STANDARD</b>        |
| 99. <b>STANDARD</b>     | 100. <b>STANDARD</b>       |

**JOHN A. MODZIAK**  
ARCHITECT, A.J.A., P.A.  
CORPORATE INTERIOR DESIGN SERVICES  
TELEPHONE 301.261.1100

**New Restaurant**  
**GULF GRILL ON MADEIRA BEACH**  
1000 GULF BOULEVARD  
JACKSONVILLE, FL 32202

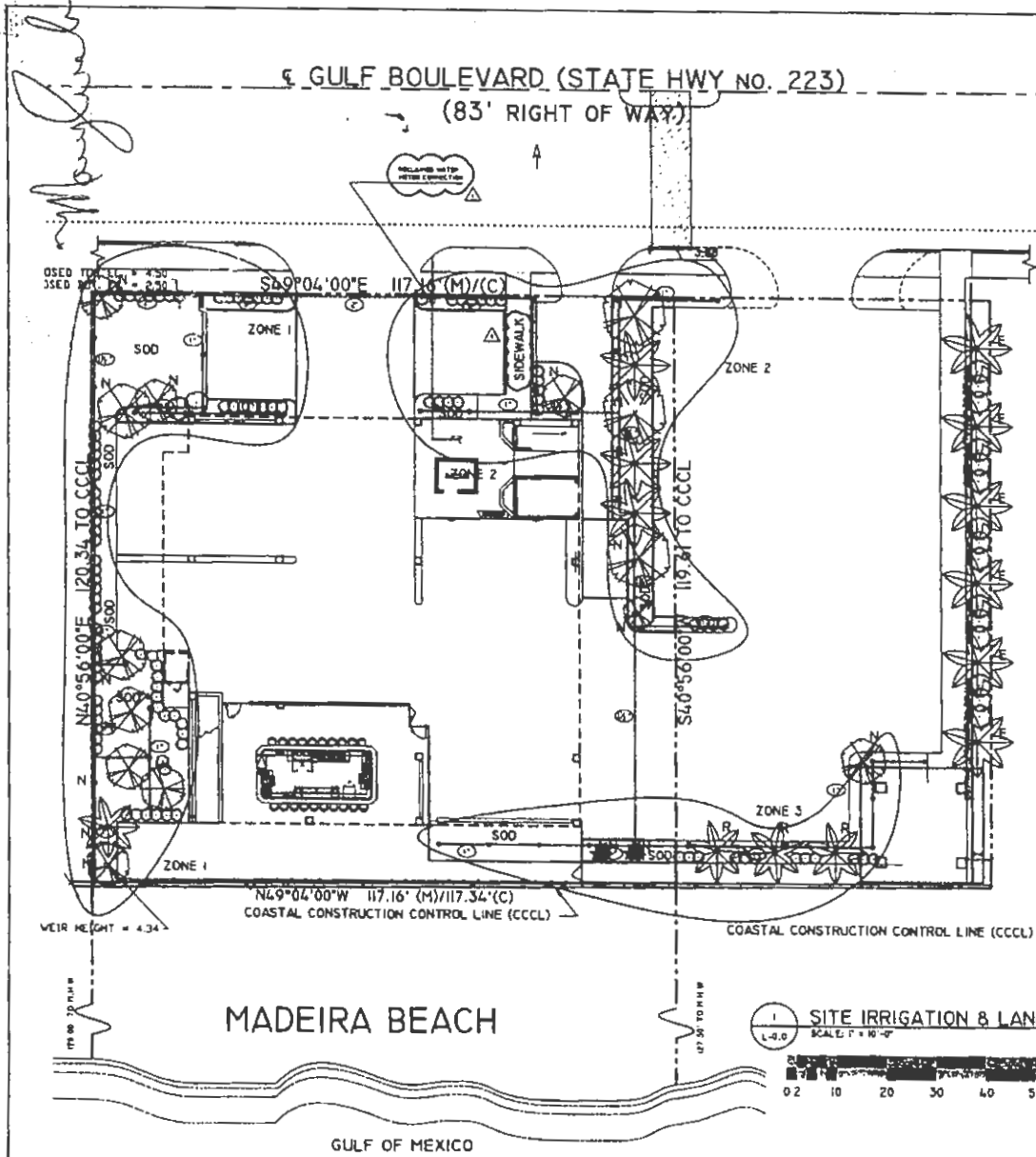
COVER







*May 1992*



| LANDSCAPE LEGEND |         |              |              |                             |
|------------------|---------|--------------|--------------|-----------------------------|
| LAND             | QUALITY | SYMBOL       | COMMON NAME  | SPACING                     |
| 1                | 1       | SPRING PLANT | SPRING PLANT | 1' (1' PLANT) 1' (1' PLANT) |
| 2                | 2       | SPRING PLANT | SPRING PLANT | 1' (1' PLANT) 1' (1' PLANT) |
| 3                | 3       | SPRING PLANT | SPRING PLANT | 1' (1' PLANT) 1' (1' PLANT) |
| 4                | 4       | SPRING PLANT | SPRING PLANT | 1' (1' PLANT) 1' (1' PLANT) |
| 5                | 5       | SPRING PLANT | SPRING PLANT | 1' (1' PLANT) 1' (1' PLANT) |
| 6                | 6       | SPRING PLANT | SPRING PLANT | 1' (1' PLANT) 1' (1' PLANT) |
| 7                | 7       | SPRING PLANT | SPRING PLANT | 1' (1' PLANT) 1' (1' PLANT) |
| 8                | 8       | SPRING PLANT | SPRING PLANT | 1' (1' PLANT) 1' (1' PLANT) |
| 9                | 9       | SPRING PLANT | SPRING PLANT | 1' (1' PLANT) 1' (1' PLANT) |
| 10               | 10      | SPRING PLANT | SPRING PLANT | 1' (1' PLANT) 1' (1' PLANT) |

| PLANT LEGEND |              |
|--------------|--------------|
| SPRING PLANT | SPRING PLANT |
| SPRING PLANT | SPRING PLANT |
| SPRING PLANT | SPRING PLANT |
| SPRING PLANT | SPRING PLANT |
| SPRING PLANT | SPRING PLANT |
| SPRING PLANT | SPRING PLANT |
| SPRING PLANT | SPRING PLANT |
| SPRING PLANT | SPRING PLANT |
| SPRING PLANT | SPRING PLANT |
| SPRING PLANT | SPRING PLANT |

**LANDSCAPE FOOTNOTES**

E DENOTES EXISTING TO REMAIN  
 N DENOTES NEW TO BE INSTALLED  
 R DENOTES EXISTING TO BE RELOCATED

**IRRIGATION LEGEND**

● RAINBIRD 6" POP-UP SPRAY HEADS (60)  
 --- IRRIGATION LINE INDICATION  
 --- IRRIGATION LINE UNDER HARD SURFACE (SLEEVED 3")  
 [ ] HUNTER RAIN SYNC DEVICE (1)  
 [ ] HUNTER I-CORE CONTROLLER (1)  
 INDICATE SCHEDULE 40 PVC PIPE SIZE

**IRRIGATION STATIONS**

ZONE #1 SPRAY ZONE (26 RAINBIRD POP-UPS)  
 ZONE #2 SPRAY ZONE (21 RAINBIRD POP-UPS)  
 ZONE #3 SPRAY ZONE (13 RAINBIRD POP-UPS)

**SEC. 106-36. - XERISCAPE REQUIREMENTS.**

The landscape design shall be in accordance with the following requirements:

1. The landscape design shall be in accordance with the following requirements:
2. The landscape design shall be in accordance with the following requirements:
3. The landscape design shall be in accordance with the following requirements:
4. The landscape design shall be in accordance with the following requirements:
5. The landscape design shall be in accordance with the following requirements:
6. The landscape design shall be in accordance with the following requirements:
7. The landscape design shall be in accordance with the following requirements:
8. The landscape design shall be in accordance with the following requirements:
9. The landscape design shall be in accordance with the following requirements:
10. The landscape design shall be in accordance with the following requirements:

**SEC. 106-40. - SCREENING OF BACKFLOW PREVENTERS**

The landscape design shall be in accordance with the following requirements:

1. The landscape design shall be in accordance with the following requirements:
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10. The landscape design shall be in accordance with the following requirements:

**SEC. 106-42. - SEA GATS/ SAND DUNES.**

The landscape design shall be in accordance with the following requirements:

1. The landscape design shall be in accordance with the following requirements:
2. The landscape design shall be in accordance with the following requirements:
3. The landscape design shall be in accordance with the following requirements:
4. The landscape design shall be in accordance with the following requirements:
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6. The landscape design shall be in accordance with the following requirements:
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8. The landscape design shall be in accordance with the following requirements:
9. The landscape design shall be in accordance with the following requirements:
10. The landscape design shall be in accordance with the following requirements:

**1 SITE IRRIGATION & LANDSCAPE PLAN**  
 L-0.0 SCALE 1" = 10'-0"

**JOHN A. BODZIAK**  
 ARCHITECT, AIA, PA  
 1000 N. GULF BOULEVARD  
 SUITE 100  
 MADEIRA BEACH, FL 33485  
 (407) 255-1111

**GULF GRILL ON MADEIRA BEACH**  
 IRRIGATION PLAN

**L-0.0**