

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (the “*Agreement*”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 , by and between the **CITY OF MADEIRA BEACH**, a municipal corporation of the State of Florida (the “*City*”), and **JPV HOTEL PROPERTY, LLC**, a Florida limited liability company (the “*Developer*”) (together, the “*Parties*”).

### **RECITALS**

A. The Developer is the owner or contract purchaser and developer of those certain tracts 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 as if fully set forth herein.

B. The Property, approximately 1.457-acres, located within the Madeira Beach John’s Pass Village Activity Center – Commercial Core District, has a land use designation of Activity Center (“*AC*”) and zoning district designation of John’s Pass Village Activity Center (“*C-1*”).

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

D. 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.

E. 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.

F. The Concept Plan shows a mixed-use development consisting of hotel, commercial/retail, and restaurant/bar uses (the “*Project*”).

G. Upon approval and full execution of the Agreement, the Developer shall permit the water, wastewater and reclaimed water through Pinellas County; permit the stormwater water management system through the Southwest Florida Water Management District (“*SWFWMD*”); permit the solid waste, recreation and open space capacity through the City of Madeira Beach; and fund the improvements on 129th Avenue and Boardwalk Place pursuant to the City's concurrency requirements.

H. The detailed transportation analysis provided by the Developer to the City demonstrates the Project will not lower the transportation levels of service.

I. Certain site access improvements that are not required to satisfy concurrency requirements but which are required to provide adequate access to the Project (“**Off-Site Roadway Improvements**”), generally described in **Exhibit “C”** attached hereto and made a part hereof as if fully set forth herein, shall be designed, funded and constructed by Developer pursuant to the terms and conditions of this Agreement and approval by the City.

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

K. The City has determined that the Concept Plan is consistent with the City’s comprehensive plan, the John’s Pass Village Activity Center, and land development regulations provided for herein.

L. Land restrictions that relate to the Agreement, including but not limited to cross parking easements, ingress/egress easements, and public access easements must be recorded in the public records. The required easements are:

- Park Easement Agreement – the form of which is attached hereto as **Exhibit “D”**.
- Balcony, Roof and Awning Encroachment Easement Agreement – the form of which is attached hereto as **Exhibit “E”**.
- Pelican Lane Extension Access Agreement – the form of which is attached hereto as **Exhibit “F”**.
- Fisherman’s Alley Garage Access Agreement – the form of which is attached hereto as **Exhibit “G”**.

M. The development rights set forth herein are hereby approved pursuant to this Agreement on the Property and as more particularly shown on the Concept Plan (“**Development Rights**”). The Developer shall be allowed to substitute retail space for restaurant space and restaurant space for retail space as long as the combined uses do not exceed the total permitted area of 14,800 square feet and such uses comply with the City’s minimum parking requirements.

N. In consideration of (i) the City’s finding that public facilities and services are sufficient to serve the Project and (ii) the Developer’s commitment and obligation to complete the Off-Site Roadway Improvements, the Developer shall be entitled to apply for and obtain building permits and receive certificates of occupancy for development of the Project..

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

(1) Approval of the related development agreement pertaining to the site development of the Property as described and depicted in the Concept Plan.

(2) Where necessary to accommodate proposed development, the Developer shall be responsible for the removal and/or relocation of any and all existing public utilities located on the Property or within the Development, 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 Public Works Department.

(3) All construction associated with the Project shall be subject to the 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 in existence at the time of building permit approval.

(4) All on-site construction activities related to erosion controls shall be applied as required by the National Pollutant Discharge Elimination System, SWFWMD, 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 first building inspection for vertical construction.

(6) Final approval of the City's consulting engineer of the civil and utility site plan and construction plans prior to building permits being issued for the Development.

(7) Final approval of the City's Public Works Department of the plans for solid waste collection prior to building permits being issued for the Development.

(8) Final approval of the Fire Chief of the site plan as it relates to fire code issues prior to building permits being issued for the Development.

(9) Final approval of the Community Development Department and the City's consulting civil engineer for the site's compliance with the site plan requirements of Article II of Chapter 110 of the Land Development Code, including but not limited to Section 110-71 for the Development prior to issuance of a Certificate of Occupancy.

(10) Receipt by the City, after diligent effort by the City, of the necessary permits for the construction of the Off-Site Roadway Improvements.

(11) 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 standards.

(12) Final approval by the Community Development Department.

(13) The Developer shall be responsible for the construction of the Off-Site Roadway Improvements, prior to a Certificate of Occupancy being issued as more specifically set forth on **Exhibit "C"** attached hereto.

(14) The vacation of Fisherman's Alley from Village Boulevard to East End Lane (Lee Avenue).

(15) The Developer designing, constructing and maintaining the dedicated green space areas.

(16) In return for the conversion of three (3) parking spaces adjacent to Village

Boulevard into a short-term parking space for delivery vehicles to serve nearby properties the Developer will provide two (2) publicly accessible parallel parking spaces adjacent to Fisherman's Alley on the north side of the new dedicated greenspace area (see as shown on **Exhibit "B"**).

(17) The execution and recordation of the easement and access agreements referenced in Recital L. above.

(18) During construction of the Project, the Developer shall provide sufficient signage indicating that Waltz Fish Shak, located at 224 Boardwalk Place East, is open during construction of the Project.

(19) At the completion of construction, signage shall be placed showing that Fisherman's Alley west of the Project be signed by the Developer to indicate the street name of Fisherman's Alley on the Developer's Property.

**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 the Act and Sections 86-141 through 86-149 of the Code of Ordinances of the City of Madeira Beach.

3.0 Effective Date. This Agreement shall be effective as of the day after it is fully executed and recorded in the Public Records of Pinellas County ("***Effective Date***").

3.1 In the event that this Agreement is subject to termination pursuant to Paragraph 4 below or otherwise provided in the Agreement, 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 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.

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 Property 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 5:00p.m., on \_\_\_\_\_, 2026, 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.

4.1 Commencement Date. If there is not 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 Commencement Date shall be the Effective Date (“**Commencement 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 Commencement Date of this Agreement shall be extended and shall commence upon the final disposition of such litigation, including all 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 this Agreement impossible or unacceptable to one of the Parties, either party may choose to terminate this Agreement within thirty (30) days of the rendering of such ruling, by providing 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.

4.2 Termination. This Agreement shall terminate upon the earlier of the following dates: (i) as permitted by Paragraph 4.1 herein; (ii) the date on which the construction of the Project is complete and issuance of a valid Certificate of Occupancy for the Project; or (ii) fifteen (15) years from the Commencement Date. So long as there is active construction activity on the Property consistent with this Agreement, the Agreement shall be deemed effective. This time period may be extended by mutual agreement of the Parties. The recordation of a valid and final Certificate of Occupancy by any party hereto or their successor in interest shall be conclusive evidence of the termination of this Agreement.

4.3 Notwithstanding anything in the Code to the contrary, the Parties agree that the Developer shall have twenty-four (24) months from the Commencement Date of the Agreement to file an application for building permit for commencement of development in accordance with Section 110-397 of the Madeira Beach Code of Ordinances.

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 Property, 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 Developer.

6.0 Law and Ordinance Compliance. Ordinances, policies, or procedures adopted after the Effective Date of this Agreement shall not apply to the Project except in accordance with the provisions of Section 163.3233(2), Florida Statutes (2025). 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.

7.0 No Estoppel. The Parties agree that prior to the approval of this Agreement by the Board of Commissioners, the City's interest in entering into this Agreement, the studies, surveys, environmental studies, consultant plans or investigations, the expenditure of substantial funds, 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 Board of Commissioners 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 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 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 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 Property. The use of the Property after development is the reason that the Board of Commissioners 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 of Madeira Beach 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 Property shall be developed and landscaped in accordance with the Concept Plan, however, the landscaping details shall be determined during the permitting process for the Project. The landscaping within the Property and the landscaping within the dedicated greenspace are described on **Exhibit "B"** 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 health 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 Board of Commissioners 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.

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

9.4 Uses, building heights, setbacks, number of stories, stepbacks for upper floors, balconies located over rights-of-way (if any), 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 Appendix D, Section D-113 of the Code.

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 Board of Commissioners and agreed to by the Board of Commissioners, set forth in writing as an amendment to this Agreement and executed by the Parties hereto or their successors or assigns. The Developer specifically waives and relinquishes any right to change the terms of this Agreement through any administrative or legal process, including a decision of 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 so long as the minimum parking requirement is maintained. If the Developer reduces the number of hotel rooms that would otherwise be located on one floor, such reduction shall not require a reduction in the total number of floors within the structure as long as the floor being replaced provides public parking spaces within the garage.

9.6 Off-Site Roadway Improvements. Certain site access improvements that are not required to satisfy transportation concurrency requirements but which are required to provide adequate access to the Project, as generally described on the Concept Plan shall be designed, funded and constructed by Developer pursuant to the terms and conditions of this Agreement. The Developer shall mill and resurface Boardwalk Place E from Village Boulevard to East End Lane as part of the off-site roadway improvements required by this Agreement.

9.7 Public Access. The Concept Plan proposes areas within the Project that shall be accessible by the public as generally depicted on **Exhibits “D” and “F”** attached hereto and made a part hereof as if fully set forth herein. The Developer shall fund, design, permit and maintain such public access areas. Prior to completion of the Project upon which such public access areas are located, the Developer shall cause to be recorded an access easement in favor of the public.

9.8 Design Standard. The pedestrian sidewalk and crosswalk, landscaping, hardscape, streetscape and other features shall be consistent with the Concept Plan, the details of which shall be determined during the permitting process for the Project. The Project shall include sidewalks along Boardwalk Place, East End Lane, and 129th Avenue that are a minimum of 10-feet in width for the length of the Project. In addition, the Project shall include a walkway that is a minimum of 10-feet in width along the east side of the Pelican Lane extension that runs through the Property (see **Exhibit “B”** attached).

9.9 Planned Development Zoning Flexibility. Section 110-387 of the city’s land development regulations provides for increased flexibility in setbacks, step backs and height prior to a rezoning to Planned Development if the design of the development includes voluntary provisions for civic or community enhancements such as ground floor retail, expanded setback, enhanced landscaping, sustainable building practices (LEED) and other design enhancements furthering the policies and strategies of the comprehensive plan. The Developer has agreed to provide 92 public parking spaces at specific limited hourly rates, an extension of Pelican Lane to provide mid-block vehicle and pedestrian access, public green space with restrooms, pedestrian improvements including 10’ wide sidewalks, new crosswalks, improvements to Boardwalk Place and public greenspace in the project. The parking garage

PD flexibility requested for the following:	
Building height (roof of main building): 73 feet above DFE instead of 55 feet above DFE	
Building height (roof of east stair tower): 79 feet above DFE instead of 55 feet above DFE	
Number of stories: 5 stories over ground level commercial instead of 4 stories over ground level commercial	
Front setback: 0 feet instead of 10 feet for multi-story buildings	
Upper floor setbacks: 0 feet instead of 10 feet for lower 5 stories of building	
Balconies located over ROW: 6 foot encroachment beyond property line on north and south sides of building	
Visibility Triangle: New building encroaches into 25' property line visibility triangle at intersection of East End Lane and 129th Avenue East (10.7') and intersection of East End Lane and Fisherman's Alley (2.6').	

is also designed to be hidden from view by a liner building on the south, east and west sides which includes ground floor retail. The design of the project also minimizes the impact on the adjacent small-scale development by the step back of the building. The top floor of the building is also proposed to be further stepped back to minimize the appearance of height. These design features are consistent with the city's comprehensive plan, the Countywide Plan, and the John's Pass Village Activity Center Design Standards and Guidelines. Based on these design features and the flexibility allowed by the land development regulations the City supports the following flexibility requests:

9.9.1 Building Height. The Developer requests that the allowable building height for the Project be increased from 55-feet above developable flood elevation to a maximum of 79-feet above developable flood elevation.

9.9.2 Number of Stories. The Developer requests that the number of allowable stories for the Project be increased from 4 stories over ground-level commercial to 5 stories over ground-level commercial.

9.9.3 Front Setback. The Developer requests that the front setback be reduced from 10-feet for multi-story buildings to 0-feet for this Project.

9.9.4 Upper-Floor Setbacks. The Developer requests that the setbacks for the upper-floors of the Project be reduced from 10-feet for the lower 5 stories of the building to 0-feet.

9.9.5 Balcony, Roof and Awning Overhangs Over Right-of-Way. The Developer requests that the Project be granted a 6-foot encroachment beyond the property line on the north and south sides of the building to allow for balconies, roof and awning overhangs to extend over the right-of-way.

9.9.6 Visibility Triangles. The Developer requests that the building be permitted to encroach into the 25-foot visibility triangles by 10.7 feet at the intersection of East End Lane and 129th Avenue East and by 2.6 feet at the intersection of East End Lane and Fisherman's Alley.

9.10 Minimum Spaces, Public Parking & Rates. The Project is required to include a minimum of 175 parking spaces for the proposed uses. The Developer is including an additional 92 parking spaces which will be offered to the public at a rate which is the higher of \$5.50 per hour or \$1.00 more than the average rate being offered by the City within the John's Pass Village Activity Center.

9.11 Delivery Zone and Re-Location of Public Spaces. As part of the Project, the Developer and the City desire to convert 3 parking spaces adjacent to Village Boulevard into a short-term parking space for delivery vehicles to serve nearby properties. In exchange for the conversion of these 3 spaces, the Developer will include 2 publicly accessible parallel parking spaces adjacent to Fisherman's Alley on the north side of the new dedicated greenspace area (see as shown on Exhibit "B").

9.14 Easements and Access Agreements. The Project requires easements and access agreements which include, but are not limited to:

- (i) Balcony, Roof and Awning Encroachment Easement Agreement;
- (ii) Park Easement Agreement;
- (iii) Pelican Lane Extension Access Agreement; and
- (iv) Fisherman's Alley Garage Access Agreement.

10.0 Public Infrastructure. The Developer 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 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. 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.

10.1 Public infrastructure facilities necessary to service the Project shall be complete, and approved for acceptance by the City and/or the governmental agency having authority, prior to the issuance of a certificate of occupancy for 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 the Project and public access and facilities to serve the proposed structures are available in accordance with City regulations.

10.2 Public Facilities. The City shall cooperate with Developer in its efforts to have Pinellas County cause to be provided to the boundary of the Property the following 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 the City and other applicable regulations.

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

- 11.1 City of Madeira Beach building permits.
- 11.2 Southwest Florida Water Management District surface water management permit.
- 11.3 Pinellas County Utility Permit.
- 11.4 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. Permits for the Off-Site Roadway Improvements shall be obtained by the City with diligent effort; however, any permitting, design and construction costs associated with those improvements shall be the sole cost of the Developer.

12.0 Dedication of Land for Public Purposes. To the extent that Developer has not done so, Developer shall dedicate those portions, if any, of the Property required for water, sanitary sewer, drainage, utilities, and other publicly owned properties by plat dedication, warranty deed, easement, or by title instrument satisfactory to the City. Developer shall also dedicate such lands, if any, as necessary for the proposed park as shown on the Concept Plan.

13.0 Impact Fees. The City has estimated the impact fees that the Developer shall pay to the City as follows, subject to credits issued for prior development of property:

SEE ATTACHED AS EXHIBIT "H".

14.0 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.

15.0 Annual Review. The City shall review the Project once every twelve (12) calendar months from the Commencement Date.

16.0 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 Commerce 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

17.0 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 the 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.

18.0 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 mortgages, 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, lienholder, or other persons having an encumbrance on the Property shall be deemed to be in agreement with the matters set forth in this paragraph.

19.0 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 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 oral agreements, agreements created by written correspondence or any other matters previously discussed or agreed upon between the Parties are merged herein.

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

20.1 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.

21.0 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 Board of Commissioners of the City of Madeira Beach 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 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 Board of Commissioners 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 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 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 the 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.

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:  
JPV Hotel Property, LLC  
Attn: William F. Karns, Manager  
101 150th Avenue  
Madeira Beach, FL 33708

To the City:  
Michael Helfrich, City Manager  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708

With copies to:  
Brian J. Aungst, Jr., Esq.  
Macfarlane, Ferguson & McMullen, P.A.  
625 Court Street, Suite 200  
Clearwater, FL 33756

With copies to:  
Thomas J. Trask, Esq., City Attorney  
Trask Daigneault, LLP  
1001 S. Ft. Harrison Avenue, Ste. 201  
Clearwater, FL 33756

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

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.

[Signature Page(s) to Follow]

[Rest of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and their respective seals affixed as of this \_\_\_\_ day of \_\_\_\_\_, 2026.

In The Presence Of:

JPV HOTEL PROPERTY, LLC, a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
William F. Karns, its Manager

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026 by WILLIAM F. KARNs, as Manager of JPV Hotel Property, 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)

CITY OF MADEIRA BEACH

By: \_\_\_\_\_  
Michael Helfrich, City Manager

Attest:

By: \_\_\_\_\_  
Clara VanBlargan, City Clerk

Countersigned:

By: \_\_\_\_\_  
Anne-Marie Brooks, Mayor

Approved as to Form:

By: \_\_\_\_\_  
Thomas J. Trask, Esq., City Attorney

**EXHIBIT A**  
**Description of Property**

LOTS 2 THROUGH 9 AND LOTS 14 THROUGH 20, BLOCK 1, MITCHELL'S BEACH  
JOHNS PASS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT  
BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

**EXHIBIT B**  
**Concept Plan**

*See attached.*

# JOHNS PASS VILLAGE RESORT PLANNED DEVELOPMENT PLAN

SECTION 15, TOWNSHIP 31 S, RANGE 15 E  
MADEIRA BEACH, FLORIDA

## DRAWING INDEX

SHEET	TITLE
C1	COVER SHEET
C2	EXISTING CONDITIONS
C3	PLANNED DEVELOPMENT PLAN
C4	MOBILITY ACCESS PLAN
C5	UTILITY PLAN
C6	PLANNED DEVELOPMENT PLAN

## LEGAL DESCRIPTION

LOTS 2 THROUGH 9 AND LOTS 14 THROUGH 20,  
BLOCK 1, MITCHELL'S BEACH, ACCORDING TO  
THE MAP OR PLAT THEREOF, AS RECORDED IN  
PLAT BOOK 3, PAGE 54, OF THE PUBLIC  
RECORDS OF PINELLAS COUNTY, FLORIDA.

## LOCATION MAP



## PROJECT DIRECTORY

OWNERS:	<u>JVP HOTEL PROPERTY, LLC</u> 101 150TH AVENUE MADEIRA BEACH, FL 33708
DEVELOPER:	<u>WILLIAM KARNES ENTERPRISES, INC.</u> 101 150TH AVENUE MADEIRA BEACH, FL 33708 PHONE: 727-367-3000
CIVIL ENGINEER:	<u>GULF COAST CONSULTING, INC.</u> 13825 ICOT BOULEVARD, SUITE 605 CLEARWATER, FL 33760 PHONE: 727-524-1818 ATTN: SEAN P. CASHEN, P.E. 42505
SURVEYOR:	<u>GEODATA SERVICES, INC.</u> 1166 KAPP DRIVE1 CLEARWATER, FL 33765 PHONE: 727-447-1763

PREPARED FOR:  
**WILLIAM KARNES ENTERPRISES, INC**  
101 150th AVENUE  
MADEIRA BEACH, FL 33708



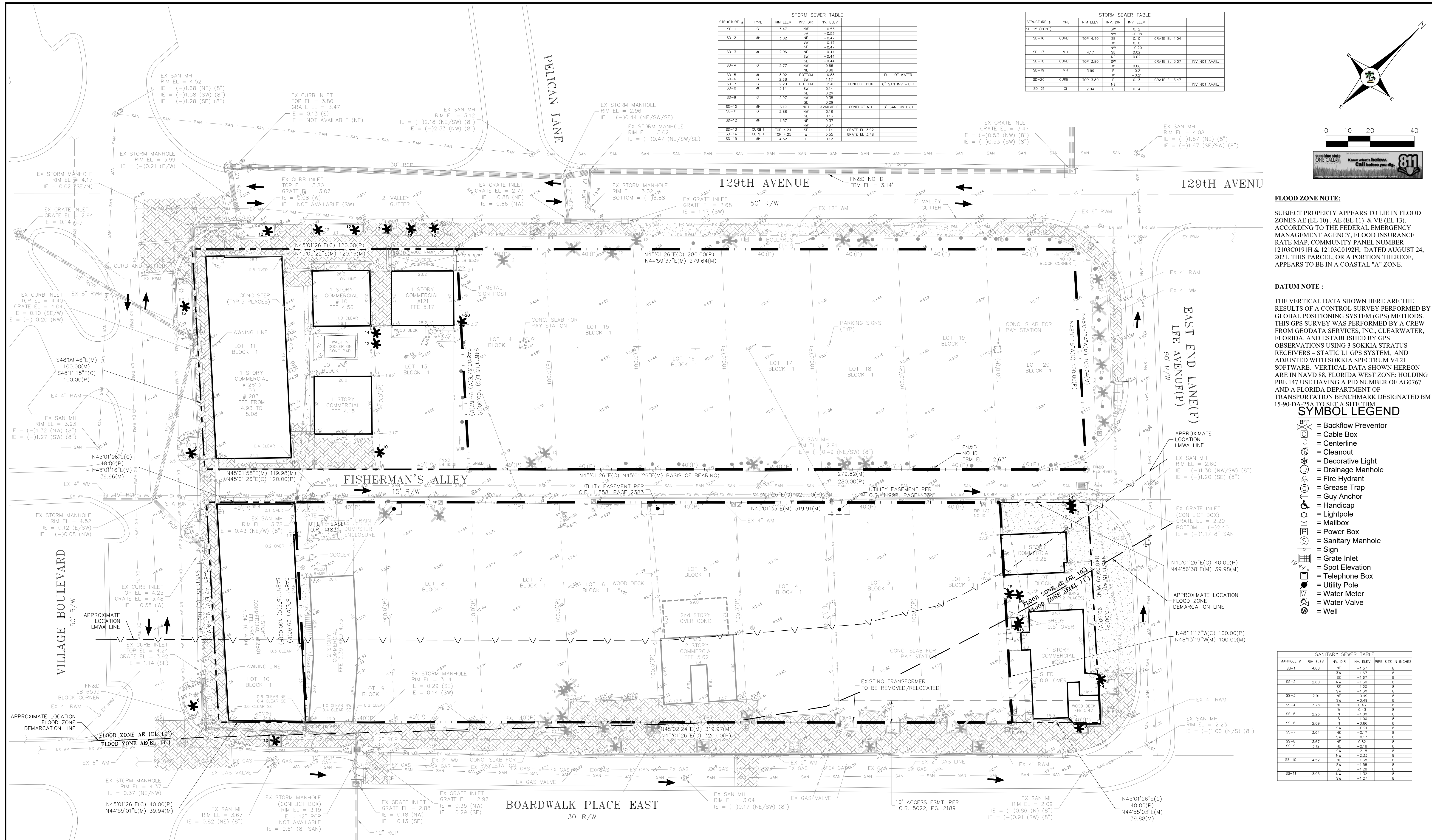
**Gulf Coast Consulting, Inc.**  
Land Development Consulting  
ENGINEERING TRANSPORTATION PLANNING PERMITTING  
13825 ICOT BLVD., SUITE 605  
Clearwater, Florida 33760  
Phone: (727) 524-1818 Fax: (727) 524-6090  
[www.gulfcoastconsultinginc.com](http://www.gulfcoastconsultinginc.com)

25-003  
DATE: 04/03/2025  
REVISED: 03/13/2026  
JOHNS PASS VILLAGE RESORT

SEAN P. CASHEN  
STATE OF FLORIDA  
PROFESSIONAL ENGINEER  
LICENSE NO. 42505  
THIS ITEM HAS BEEN DIGITALLY  
SIGNED AND SEALED BY  
SEAN P. CASHEN  
ON THE DATE INDICATED HERE.  
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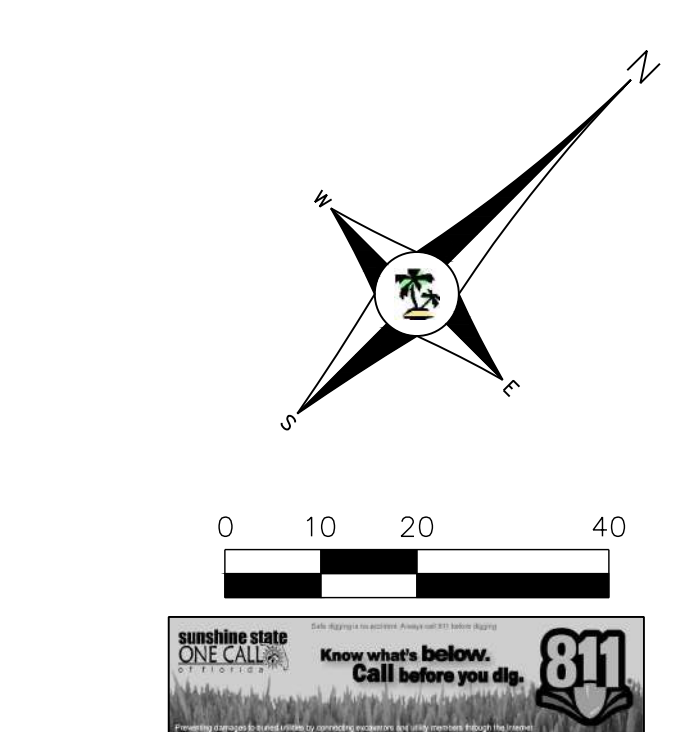
## SITE DATA TABLE

SITE DATA TABLE			
Site Address	125 129th Avenue East, Madeira Beach, Florida 33708		
Parcel ID Numbers	15-31-15-58320-001-0020 15-31-15-58320-001-0060 15-31-15-58320-001-0090 15-31-15-58320-001-0170	15-31-15-58320-001-0040 15-31-15-58320-001-0070 15-31-15-58320-001-0140 15-31-15-58320-001-0190	15-31-15-58320-001-0050 15-31-15-58320-001-0080 15-31-15-58320-001-0160 15-31-15-58320-001-0200
Flood Zone	Parcels are in flood zone "AE (EL 10)" and "AE (EL 11)" and "VE (EL 13)", according to the flood insurance rate map, map numbers: 12103C0191H and 12103C0192H, map effective date, August 21, 2021, as provided by the Federal Emergency Management Agency. This parcel, or a portion thereof, appears to be in the Coastal "A" zone.		
Proposed Uses	Hotel: 87 units (24 studios, 32 one-bedroom, 28 two-bedroom, 3 three-bedroom) Retail: 7,550 square feet 1st Floor Restaurant: 3,350 square feet (134 seats: 1 per 25 square feet) 1st Floor Café: 1,000 square feet (40 seats: 1 per 25 square feet) 6th Floor Restaurant: 3,900 square feet (260 seats: 1 per 15 square feet of dining space) Event Space: 2,800 square feet (187 seats: 1 per 15 square feet)		
Existing Zoning	C-1, John's Pass Village Activity Center (Commercial Core)		
Site Area	North Parcels: South Parcels: Vacated Alley: Total:	27,952 square feet 31,928 square feet 3,604 square feet 63,484 square feet	0.642 acres 0.733 acres 0.083 acres 1.457 acres
Lot Width (129th Ave)	Required: 40 feet	Proposed: 280 feet	
Lot Width (Boardwalk Pl)	Required: 40 feet	Proposed: 320 feet	
Lot Depth	Required: 80 feet	Proposed: 100 feet	
Allowable Building Area	63,484 square feet x 2.0:	126,968 square feet	
Allowable Density	1.457 acres x 60:	87 units	
Existing Building Area	15-31-15-58320-001-0060 15-31-15-58320-001-0130 Total:	2,200 square feet 924 square feet 3,124 square feet	Retail (to be demolished) Retail (to be demolished)
Proposed Building Area	New Hotel: New Restrooms: Total:	126,744 square feet 224 square feet 126,968 square feet	
Proposed Density	New:	87 units	58.7 units per acre
Allowable ISR		53,961 square feet	85.0% of site
Proposed ISR	Building Footprint: Arcade/Porte Cochere: Paving/Sidewalk: Total:	41,628 square feet 6,714 square feet 5,352 square feet 53,278 square feet	65.6% of site 10.6% of site 8.4% of site 84.6% of site
Open Space	Landscaping: Permeable Pavers: Total:	7,560 square feet 2,230 square feet 9,790 square feet	11.9% of site 3.5% of site 15.4% of site
Required Parking	Hotel units (2 bedrooms): Hotel units (3 bedrooms): 1st Floor Retail: 1st Floor Restaurant: Hotel Café and Restaurant: Event Space: Pool and pool terrace: Subtotal: 50% Johns Pass Activity Center Reduction:	84 x 1.2 3 x 2.2 7,550 sf / 300 134 seats / 4 19 employees / 2 300 seats/4 41 employees / 2 187 seats / 6 seats 9,500/200 349.8 spaces 175 spaces	100.8 spaces 6.6 spaces 25.2 spaces 33.5 spaces 9.5 spaces 75.0 spaces 20.5 spaces 31.2 spaces 47.5 spaces 349.8 spaces 175 spaces
Proposed Parking	Hotel Parking: Paid Public Parking: Total Parking:	175 spaces 92 spaces 267 spaces (including 2 van accessible and 6 handicap spaces)	
Allowable Height	Lots over 0.5 acres:	55 feet above DFE	4 stories over ground floor commercial
Proposed Height		79 feet above DFE	5 stories over ground floor commercial
Allowable Setbacks	Front Yard: (129th and Boardwalk)  Street Side Yard: Interior Side Yard:	Multi-story buildings One-story buildings Stairs, elevators Balconies, awnings	10 feet 0 feet 0 feet 0 foot encroachment over ROW 10 feet 10 feet on one side
Proposed Setbacks	Front Yard: (129th and Boardwalk)  Street Side Yard: Interior Side Yard:	First five stories Sixth floor Balconies, awnings One-story restroom building Hotel Park Trash Room, Restrooms	0 feet 10 feet 6 foot encroachment 0 feet 10 feet 8 feet 1 foot
PD	PD flexibility requested for the following: Building height (roof of main building): 73 feet above DFE instead of 55 feet above DFE Building height (roof of east stair tower): 79 feet above DFE instead of 55 feet above DFE Number of stories: 5 stories over ground level commercial instead of 4 stories over ground level commercial Front setback: 0 feet instead of 10 feet for multi-story buildings Upper floor setbacks: 0 feet instead of 10 feet for lower 5 stories of building Balconies, awnings & roof overhang located over ROW: 6 foot encroachment beyond property line on north and south sides of building Visibility Triangle: New building encroaches into 25' property line visibility triangle at intersection of East End Lane and 129th Avenue East (10.7') and intersection of East End Lane and Fisherman's Alley (2.6').		



STRUCTURE #	TYPE	RIM ELEV	INV DIR	INV ELEV	
SD-1	GI	3.47	NW	-0.53	
SD-2	MH	3.02	SW	-0.53	
SD-3	MH	2.96	NE	-0.47	
SD-4	GI	2.77	NW	0.66	
SD-5	MH	3.02	BOTTOM	-4.88	FULL OF WATER
SD-6	GI	2.68	SW	1.17	
SD-7	GI	2.20	BOTTOM	-2.40	CONFLICT BOX 8" SAN INV -1.12
SD-8	MH	3.14	SW	0.14	
SD-9	GI	2.97	NE	0.29	
SD-10	MH	3.19	NOT AVAILABLE	0.29	
SD-11	GI	2.88	NW	0.18	CONFLICT MH 8" SAN INV 0.61
SD-12	MH	4.37	NE	0.37	
SD-13	CURB I	TOP 4.24	SE	1.14	GRATE EL 3.92
SD-14	CURB I	TOP 4.25	W	0.55	GRATE EL 3.48
SD-15	MH	4.52	E	0.12	

STRUCTURE #	TYPE	RIM ELEV	INV DIR	INV ELEV	
SD-15 (CONT)					
SD-16	CURB I	TOP 4.40	NW	-0.08	GRATE EL 4.04
SD-17	MH	4.17	NE	-0.20	
SD-18	CURB I	TOP 3.60	SE	0.02	GRATE EL 3.07 INV NOT AVAIL
SD-19	MH	3.99	E	-0.21	
SD-20	CURB I	TOP 3.80	E	0.13	GRATE EL 3.47
SD-21	GI	2.94	E	0.14	INV NOT AVAIL



**FLOOD ZONE NOTE:**  
 SUBJECT PROPERTY APPEARS TO LIE IN FLOOD ZONES AE (EL 10), AE (EL 11) & VE (EL 13), ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 12103C0191H & 12103C0192H, DATED AGUST 24, 2021. THIS PARCEL, OR A PORTION THEREOF, APPEARS TO BE IN A COASTAL "A" ZONE.

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 THE VERTICAL DATA SHOWN HERE ARE THE RESULTS OF A CONTROL SURVEY PERFORMED BY GLOBAL POSITIONING SYSTEM (GPS) METHODS. THIS GPS SURVEY WAS PERFORMED BY A CREW FROM GEODATA SERVICES, INC., CLEARWATER, FLORIDA, AND ESTABLISHED BY GPS OBSERVATIONS USING 3 SOKKIA STRATUS RECEIVERS - STATIC LI GPS SYSTEM, AND ADJUSTED WITH SOKKIA SPECTRUM V4.21 SOFTWARE. VERTICAL DATA SHOWN HEREON ARE IN NAVD 88, FLORIDA WEST ZONE; HOLDING PBE 147 USE HAVING A PID NUMBER OF AG0767 AND A FLORIDA DEPARTMENT OF TRANSPORTATION BENCHMARK DESIGNATED BM 15-90-DA-25A TO SET A SITE TBM.

- 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
  - ⊚ = Grate Inlet
  - ⊘ = Spot Elevation
  - ⊙ = Telephone Box
  - ⊗ = Utility Pole
  - ⊚ = Water Meter
  - ⊘ = Water Valve
  - ⊙ = Well

MANHOLE #	RIM ELEV	INV DIR	INV ELEV	PIPE SIZE IN INCHES
SS-1	4.08	NE	-1.57	8
		SW	-1.67	8
		SE	-1.67	8
SS-2	2.80	NW	-1.30	8
		SW	-1.30	8
SS-3	2.91	NE	-0.49	8
		SW	-0.49	8
SS-4	3.78	NE	0.43	8
		W	0.43	8
SS-5	2.23	N	-1.00	8
		SW	-0.86	8
SS-6	2.09	SW	-0.91	8
SS-7	3.04	NE	-0.17	8
		SW	-0.17	8
SS-8	3.67	NE	0.82	8
SS-9	3.12	NE	-2.18	8
		SW	-2.18	8
SS-10	4.52	NW	-2.33	8
		SW	-1.58	8
SS-11	3.93	NW	-1.32	8
		SW	-1.27	8

DESIGNED: SPC  
 DRAWN: MKC  
 CHECKED: SPC  
 QC: [Signature]

**Gulf Coast Consulting, Inc.**  
 Land Development Consulting  
 ENGINEERING TRANSPORTATION PLANNING PERMITTING  
 13825 ICOT BLVD., SUITE 605  
 CLEARWATER, FLORIDA 33760  
 Phone: (727) 524-1818 Fax: (727) 524-6090  
 WWW.GULFCOASTCONSULTINGINC.COM

PREPARED FOR:  
**WILLIAM KARNS ENTERPRISES, INC**  
 101 150th AVENUE  
 MADEIRA BEACH, FL 33708  
 PHONE: 727-367-3000

SHEET DESCRIPTION:  
**JOHNS PASS VILLAGE RESORT**  
 EXISTING CONDITIONS PLAN

NO	DATE	REVISIONS
1	03/09/26	REVISED FLOOD ZONES & LFWA LINE

SEAN P. CASHEN  
 STATE OF FLORIDA  
 PROFESSIONAL ENGINEER  
 LICENSE NO. 42909

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY SEAN P. CASHEN ON THE DATE INDICATED HERE.

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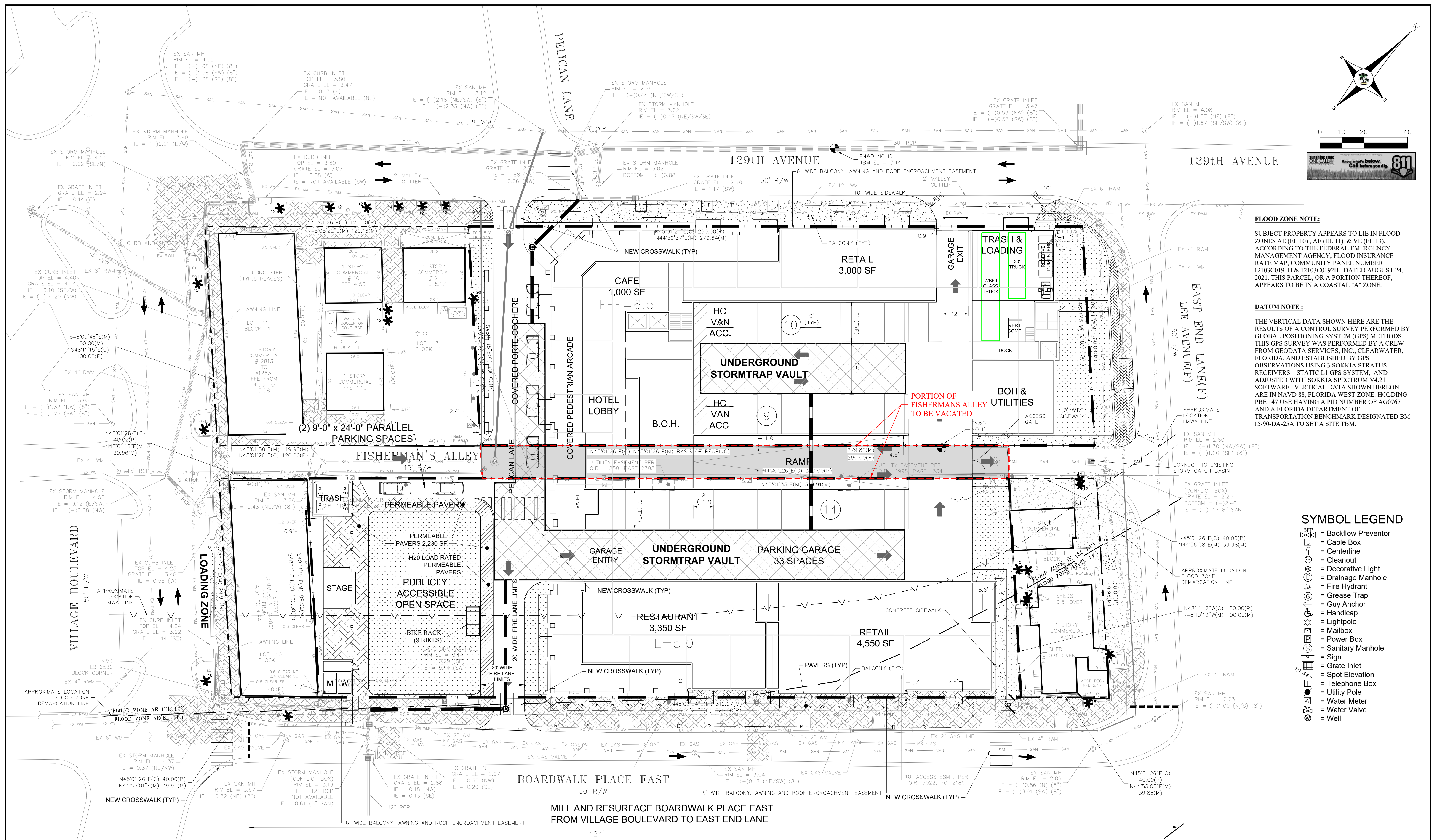
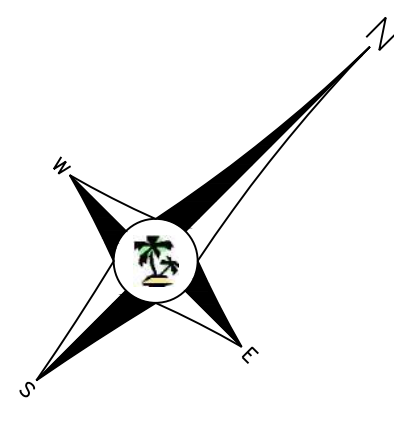
SEAN P. CASHEN, P.E. #42505  
 NOT VALID UNLESS SIGNED & EMBOSSED BY A REGISTERED ENGINEER GULF COAST CONSULTING, INC. CERTIFICATE OF AUTHORIZATION NO. 9774

APP'D BY: [Signature]

DATE: 03/20/25

SHEET: 25-003

**C2**



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  - = Lightpole
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  - = Sign
  - = Grate Inlet
  - = Spot Elevation
  - = Telephone Box
  - = Utility Pole
  - = Water Meter
  - = Water Valve
  - = Well

DESIGNED: SPC  
DRAWN: MKC  
CHECKED: SPC  
DATE: 03/20/25

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PREPARED FOR:  
**WILLIAM KARNS ENTERPRISES, INC**  
101 150th AVENUE  
MADEIRA BEACH, FL 33708  
PHONE: 727-367-3000

SHEET DESCRIPTION:  
**JOHNS PASS VILLAGE RESORT**  
PLANNED DEVELOPMENT PLAN

NO	DATE	REVISIONS
6	03/13/26	REVISED PER SITE PLAN MODIFICATIONS
5	01/16/26	REVISED PER SITE PLAN MODIFICATIONS
4	12/04/25	REVISED PER SITE PLAN MODIFICATIONS
3	10/27/25	REVISED PER SITE PLAN MODIFICATIONS
2	10/20/25	REVISED PER SITE PLAN MODIFICATIONS
1	08/26/25	REVISED PER SITE PLAN MODIFICATIONS

SEAN P. CASHEN  
STATE OF FLORIDA  
PROFESSIONAL ENGINEER  
LICENSE NO. 42909

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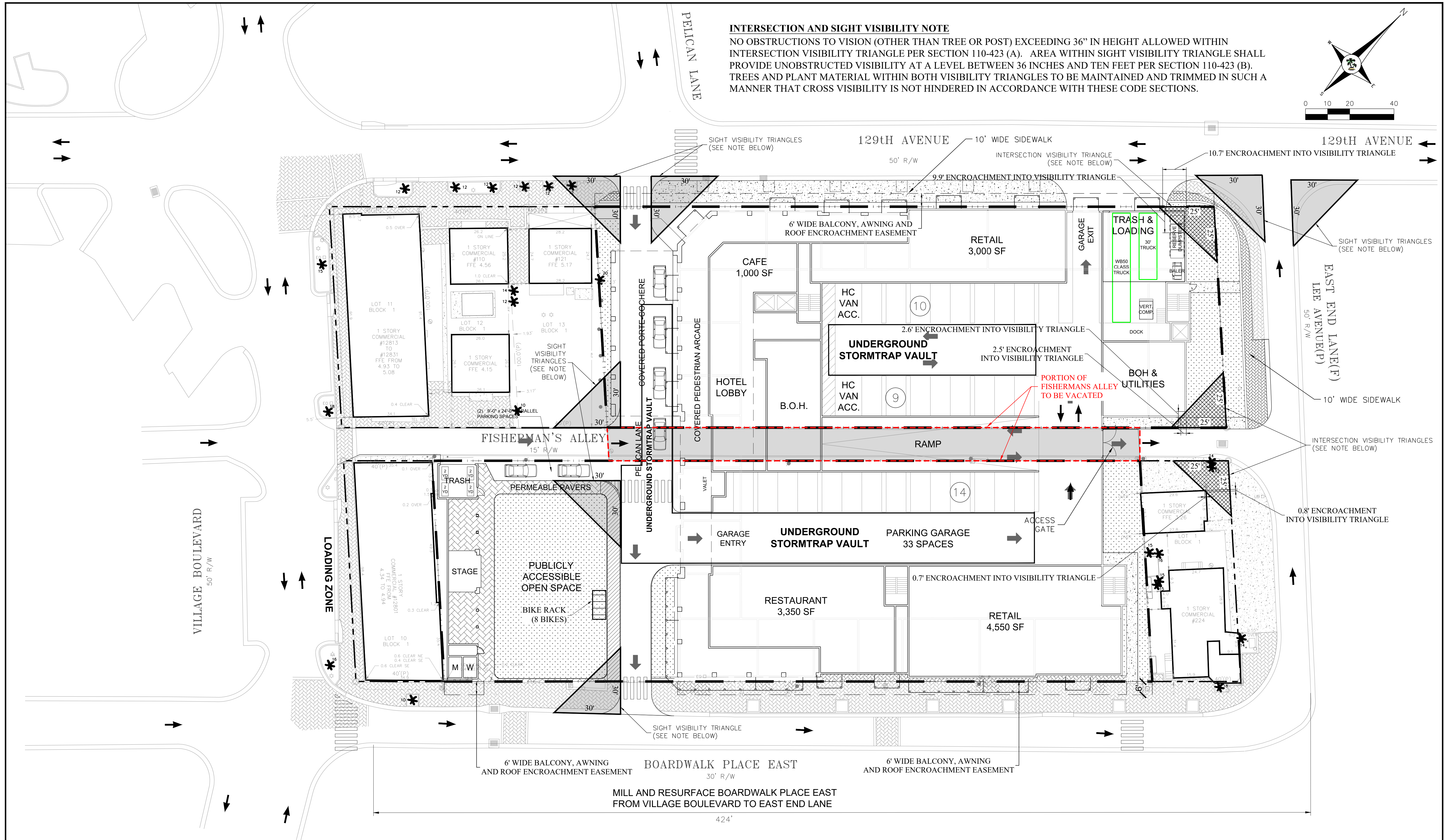
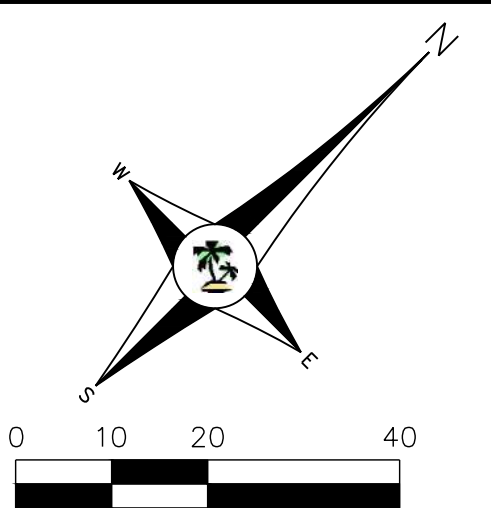
DATE: 03/20/25

SHEET: 25-003

**C3**

**INTERSECTION AND SIGHT VISIBILITY NOTE**

NO OBSTRUCTIONS TO VISION (OTHER THAN TREE OR POST) EXCEEDING 36" IN HEIGHT ALLOWED WITHIN INTERSECTION VISIBILITY TRIANGLE PER SECTION 110-423 (A). AREA WITHIN SIGHT VISIBILITY TRIANGLE SHALL PROVIDE UNOBSTRUCTED VISIBILITY AT A LEVEL BETWEEN 36 INCHES AND TEN FEET PER SECTION 110-423 (B). TREES AND PLANT MATERIAL WITHIN BOTH VISIBILITY TRIANGLES TO BE MAINTAINED AND TRIMMED IN SUCH A MANNER THAT CROSS VISIBILITY IS NOT HINDERED IN ACCORDANCE WITH THESE CODE SECTIONS.



DESIGNED	SPC
DRAWN	MKC
CHECKED	SPC
QC	

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 PHONE: 727-367-3000

SHEET DESCRIPTION:  
**JOHNS PASS VILLAGE RESORT**  
 MOBILITY ACCESS PLAN

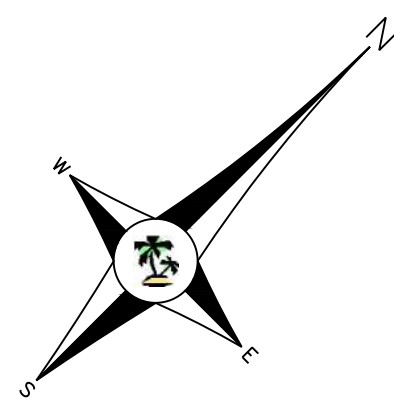
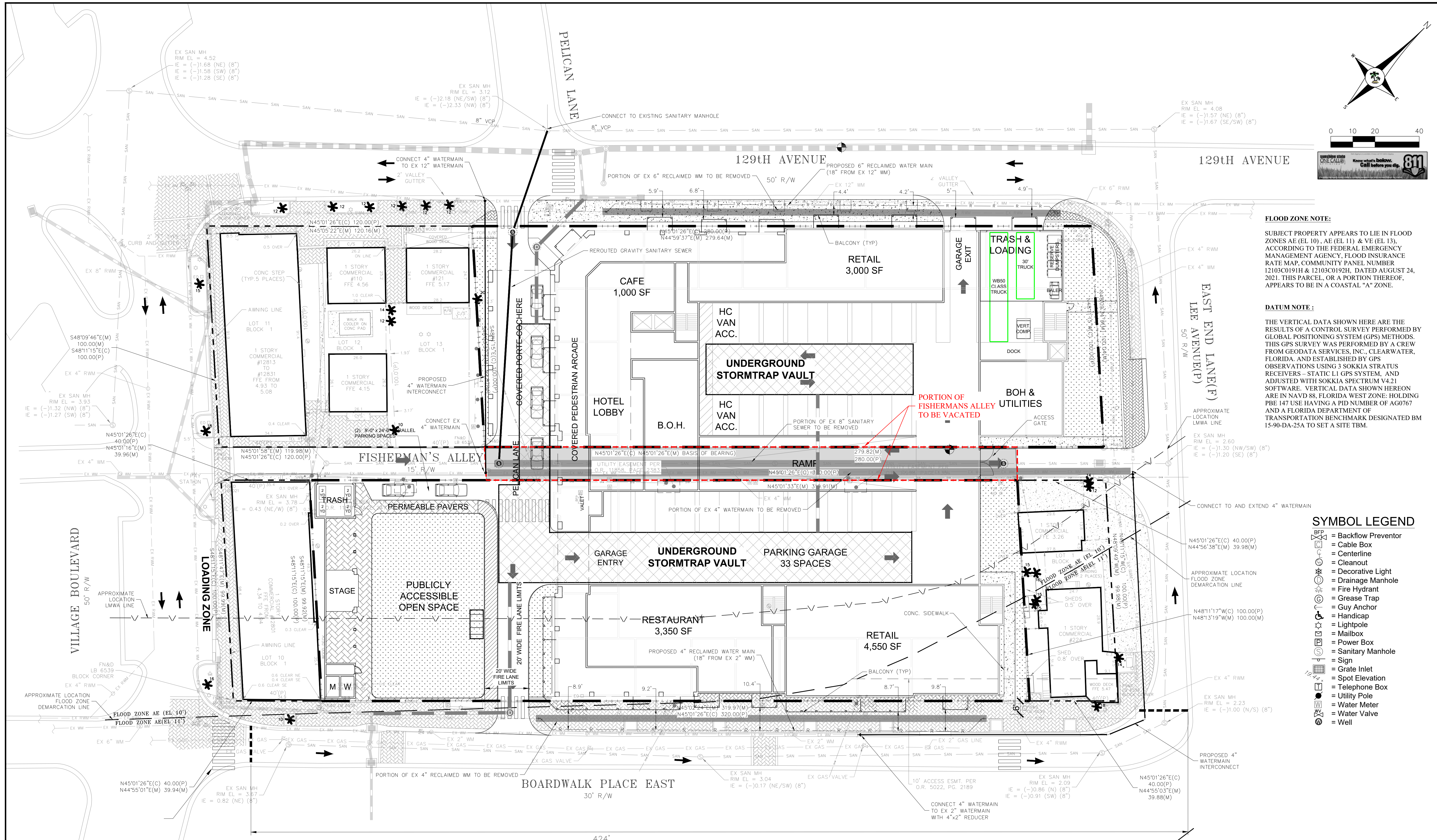
NO	DATE	REVISIONS
4	03/13/26	REVISED PER SITE PLAN MODIFICATIONS
3	01/16/26	REVISED PER CITY COMMENTS
2	12/04/25	REVISED PER CITY COMMENTS
1	10/20/25	ADDED SHEET

SEAN P. CASHEN  
 STATE OF FLORIDA  
 PROFESSIONAL ENGINEER  
 LICENSE NO. 42505  
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DATE: 03/20/25

SHEET: **C4**



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  - = Drainage Manhole
  - = Fire Hydrant
  - = Grease Trap
  - = Guy Anchor
  - = Handicap
  - = Lightpole
  - = Mailbox
  - = Power Box
  - = Sanitary Manhole
  - = Sign
  - = Grate Inlet
  - = Spot Elevation
  - = Telephone Box
  - = Utility Pole
  - = Water Meter
  - = Water Valve
  - = Well

DESIGNED: SPC  
 DRAWN: MKC  
 CHECKED: SPC  
 G.C.

**Gulf Coast Consulting, Inc.**  
 Land Development Consulting  
 ENGINEERING TRANSPORTATION PLANNING PERMITTING  
 13825 ICOT BLVD., SUITE 605  
 CLEARWATER, FLORIDA 33760  
 Phone: (727) 524-1818 Fax: (727) 254-6090  
 WWW.GULFCOASTCONSULTINGINC.COM

PREPARED FOR:  
**WILLIAM KARNS ENTERPRISES, INC**  
 101 150th AVENUE  
 MADEIRA BEACH, FL 33708  
 PHONE: 727-367-3000

SHEET DESCRIPTION:  
**JOHNS PASS VILLAGE RESORT**  
 UTILITY PLAN

NO.	DATE	REVISIONS
1	03/13/26	REVISED PER SITE PLAN MODIFICATIONS
2	01/16/26	ADDED SHEET

SEAN P. CASHEN  
 STATE OF FLORIDA  
 PROFESSIONAL ENGINEER  
 LICENSE NO. 42909

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY SEAN P. CASHEN, ON THE DATE INDICATED HERE.

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

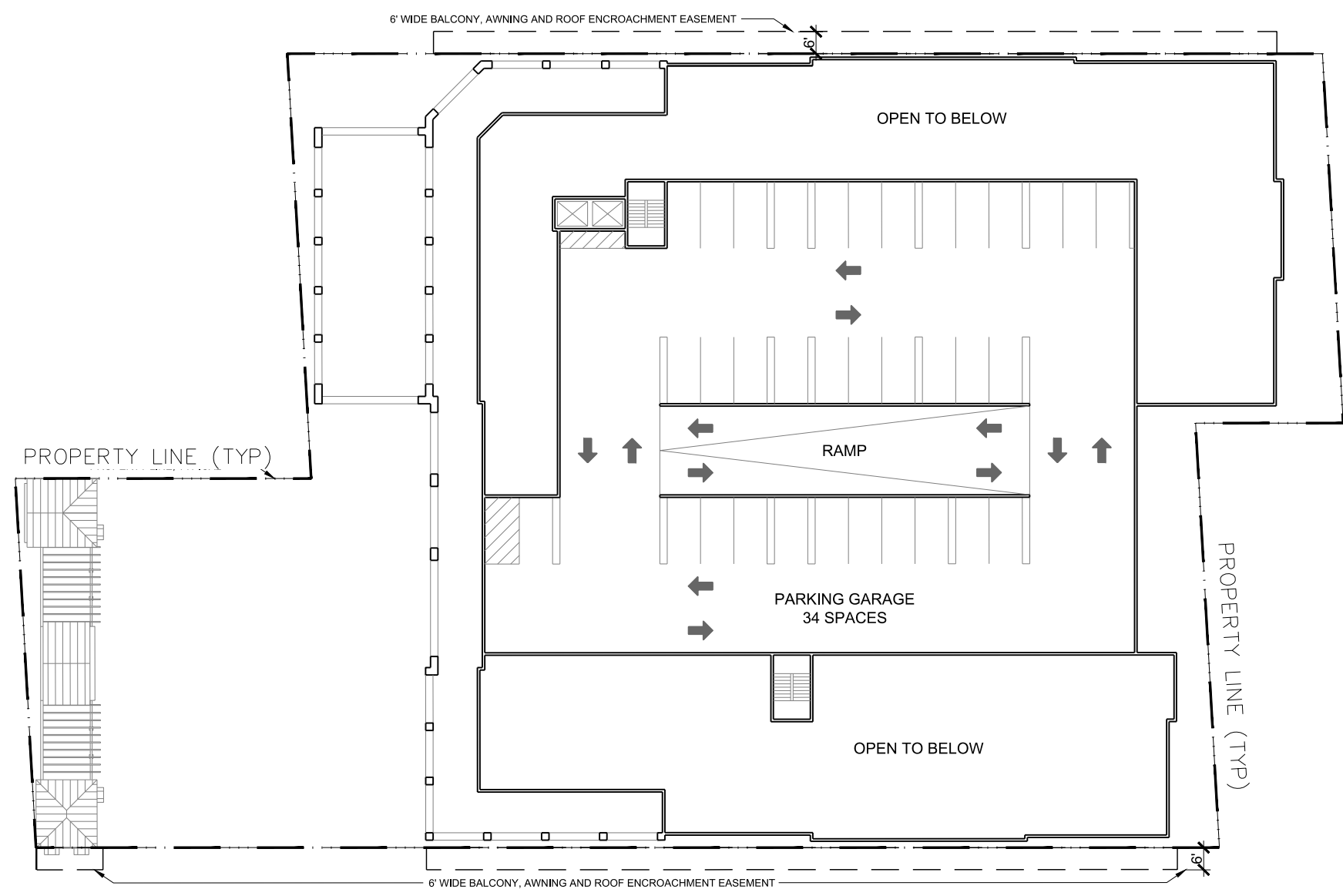
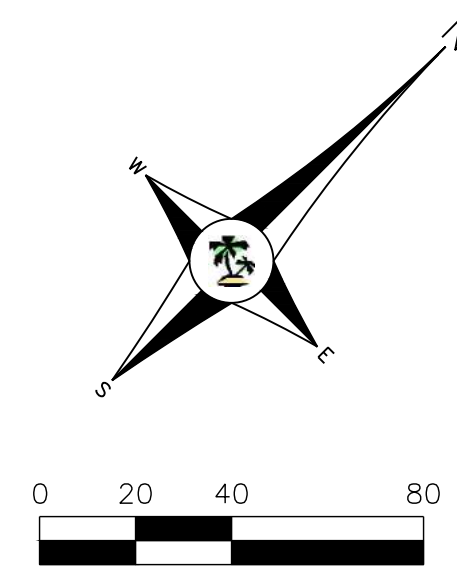
SEAN P. CASHEN, P.E. #42505  
 NOT VALID UNLESS SIGNED & EMBOSSED BY A REGISTERED ENGINEER GULF COAST CONSULTING, INC. CERTIFICATE OF AUTHORIZATION No. 9774

APP'D BY: [Signature]

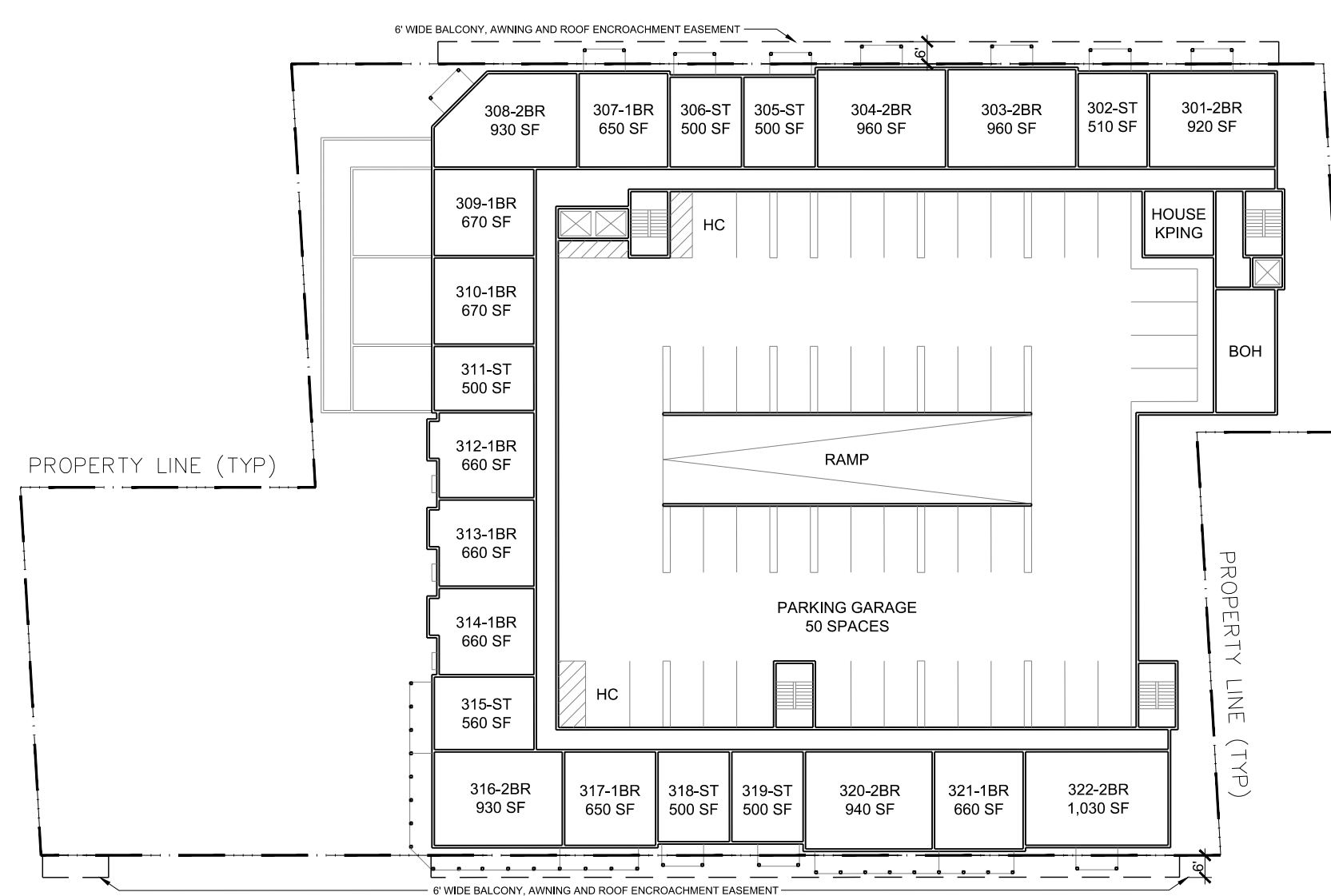
DATE: 03/20/25

SHEET: 25-003

**C5**



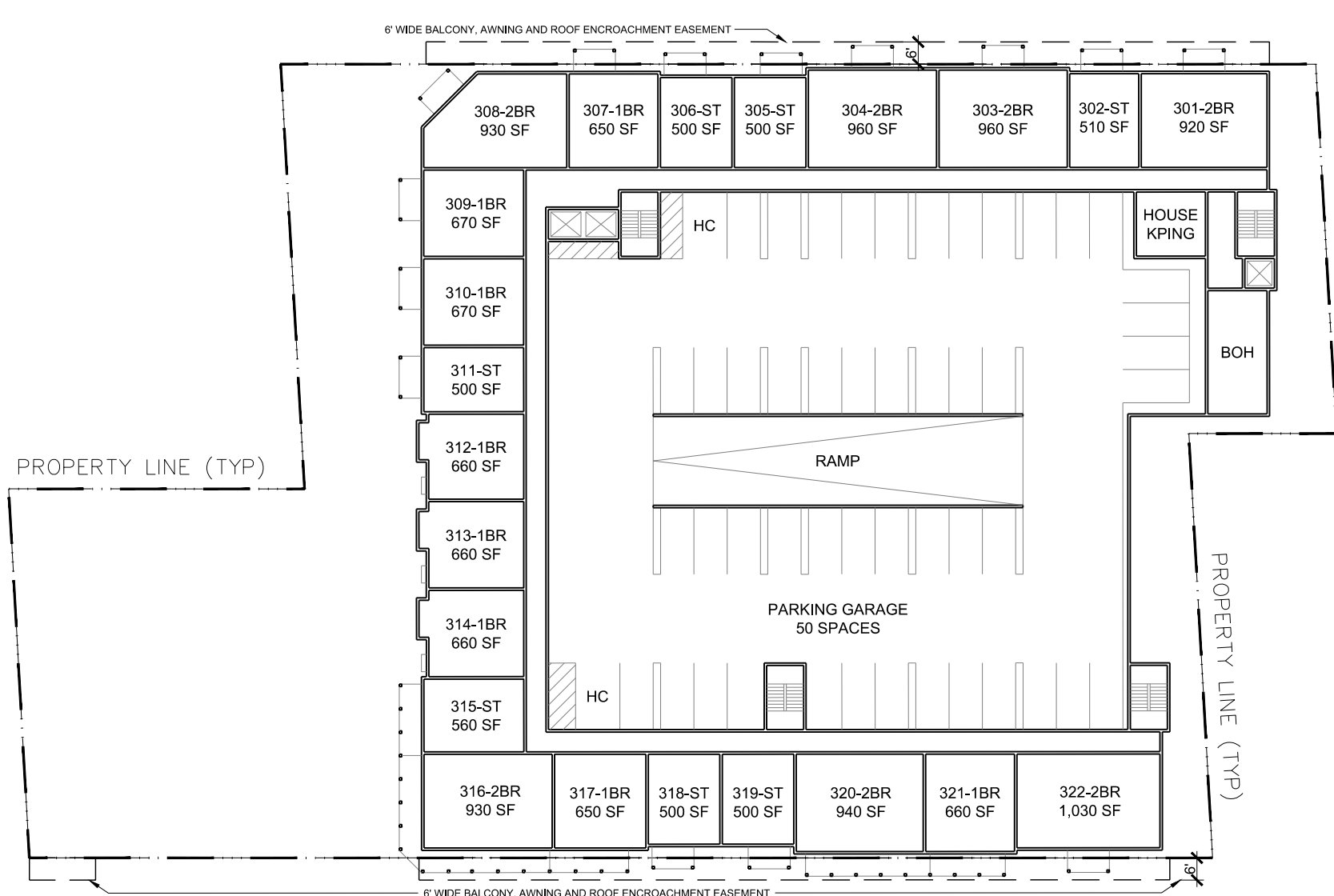
MEZZANINE PLAN



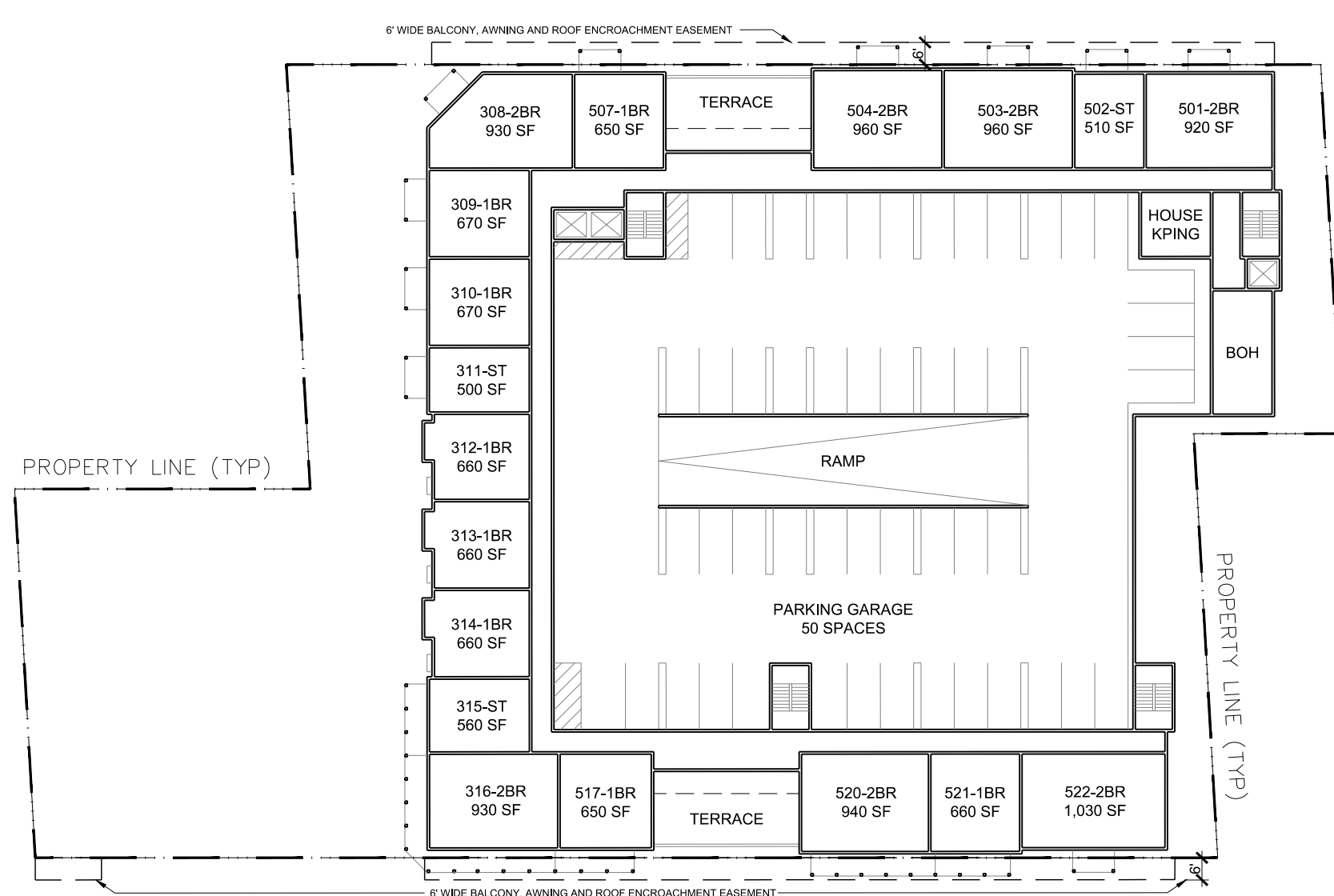
2nd FLOOR PLAN

**BUILDING AREA TABLE**

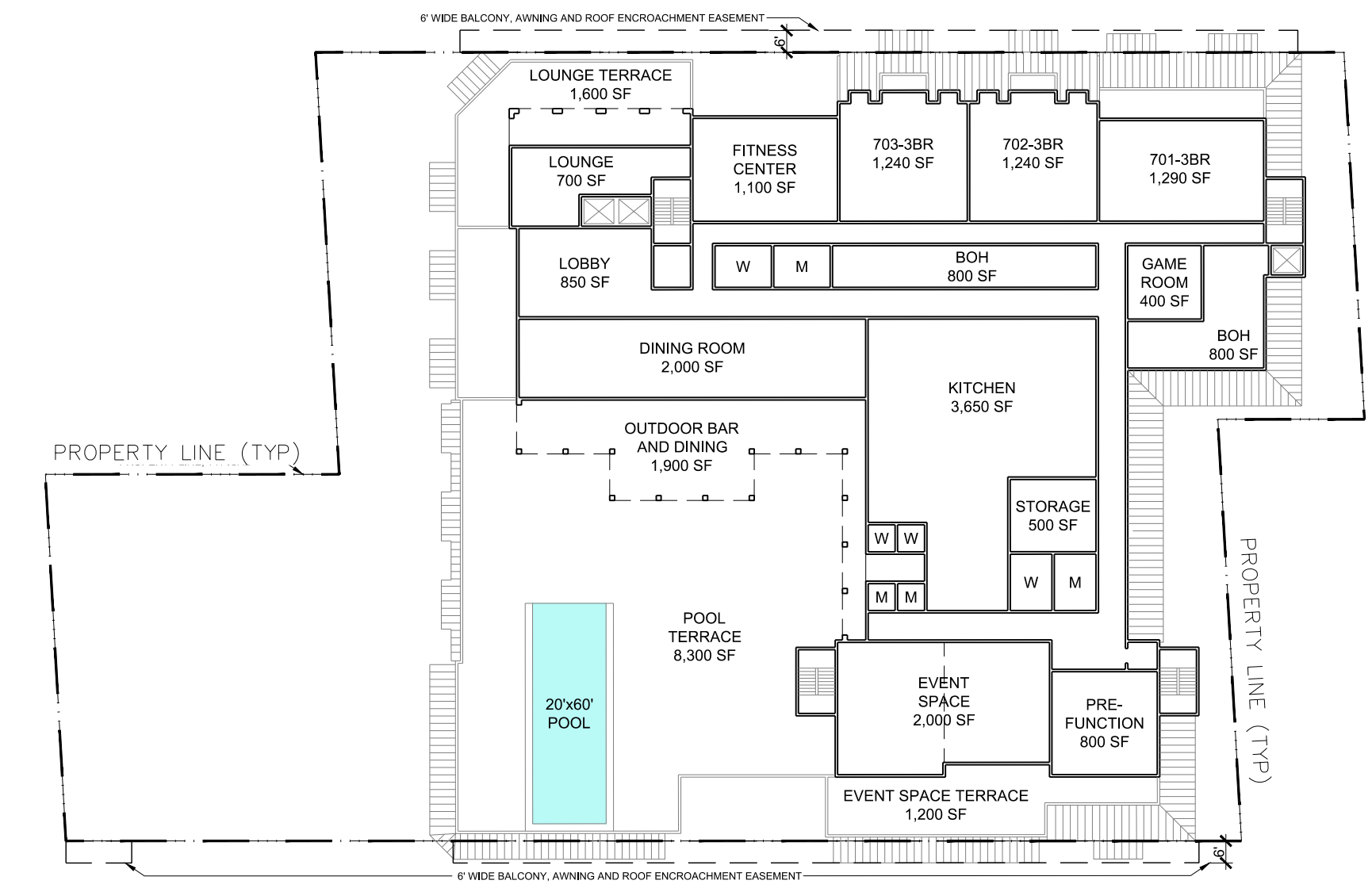
Floor	Gross Area	Parking Garage	Balcony/Terrace
1	19,058 sf	20,716 sf	0 sf
Mezzanine	607 sf	20,563 sf	0 sf
2	21,228 sf	23,078 sf	3,155 sf
3	21,228 sf	23,078 sf	1,892 sf
4	21,228 sf	23,078 sf	1,892 sf
5	19,089 sf	20,678 sf	2,800 sf
6	24,530 sf	0 sf	15,711 sf
<b>Total</b>	<b>126,968 sf</b>	<b>131,191 sf</b>	<b>25,450 sf</b>



3rd & 4th FLOOR PLAN



5th FLOOR PLAN



6th FLOOR PLAN

DESIGNED: SPC DRAWN: MKC CHECKED: SPC DATE:	<b>Gulf Coast Consulting, Inc.</b> Land Development Consulting ENGINEERING, TRANSPORTATION, PLANNING, PERMITTING 13825 ICOT BLVD., SUITE 605 Clearwater, Florida 33760 Phone: (727) 524-1818 Fax: (727) 524-6090 WWW.GULFCOASTCONSULTINGINC.COM	PREPARED FOR: <b>WILLIAM KARNS ENTERPRISES, INC</b> 101 150th AVENUE MADEIRA BEACH, FL 33708 PHONE: 727-367-3000	SHEET DESCRIPTION: <b>JOHNS PASS VILLAGE RESORT</b> PLANNED DEVELOPMENT PLAN	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>DATE</th> <th>REVISIONS</th> </tr> <tr> <td>4</td> <td>03/13/26</td> <td>REVISED PER SITE PLAN MODIFICATIONS</td> </tr> <tr> <td>3</td> <td>01/16/26</td> <td>REVISED PER SITE PLAN MODIFICATIONS</td> </tr> <tr> <td>2</td> <td>12/04/25</td> <td>ADDED PROPERTY LINE / REVISED BUILDING AREA TABLE</td> </tr> <tr> <td>1</td> <td>10/27/25</td> <td>REVISED PER CITY COMMENTS</td> </tr> </table>	NO.	DATE	REVISIONS	4	03/13/26	REVISED PER SITE PLAN MODIFICATIONS	3	01/16/26	REVISED PER SITE PLAN MODIFICATIONS	2	12/04/25	ADDED PROPERTY LINE / REVISED BUILDING AREA TABLE	1	10/27/25	REVISED PER CITY COMMENTS	SEAN P. CASHEN STATE OF FLORIDA PROFESSIONAL ENGINEER LICENSE NO. 42505 THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY SEAN P. CASHEN ON THE DATE INDICATED HERE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. SEAN P. CASHEN, P.E. #42505 NOT VALID UNLESS SIGNED & EMBOSSED BY A REGISTERED ENGINEER GULF COAST CONSULTING, INC. CERTIFICATE OF AUTHORIZATION No. 9774	SHEET NO.: 25-003 DATE: 03/20/25 <div style="font-size: 2em; font-weight: bold; text-align: center;">C6</div>
NO.	DATE	REVISIONS																			
4	03/13/26	REVISED PER SITE PLAN MODIFICATIONS																			
3	01/16/26	REVISED PER SITE PLAN MODIFICATIONS																			
2	12/04/25	ADDED PROPERTY LINE / REVISED BUILDING AREA TABLE																			
1	10/27/25	REVISED PER CITY COMMENTS																			



Northwest Corner



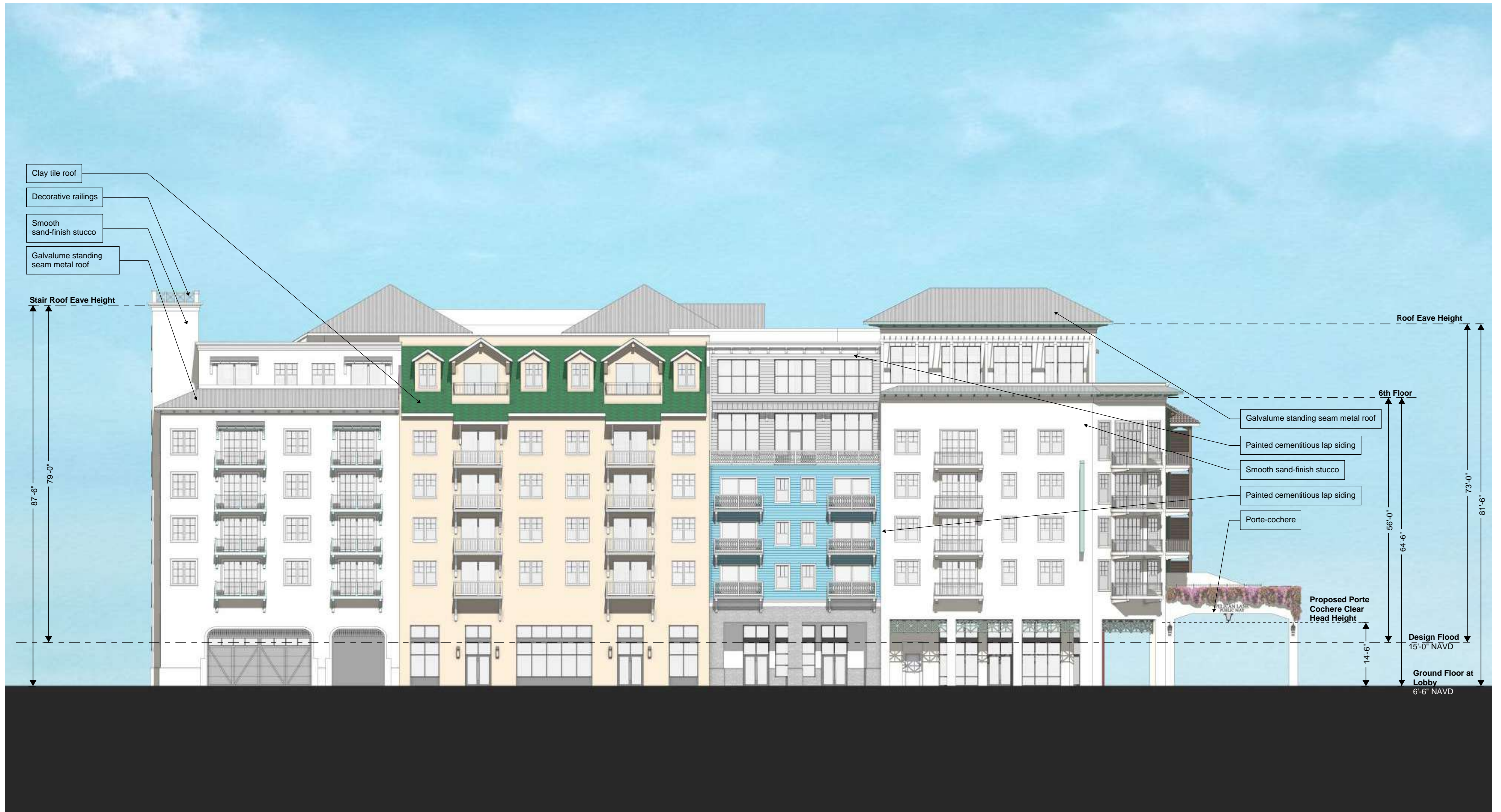
Northeast Corner



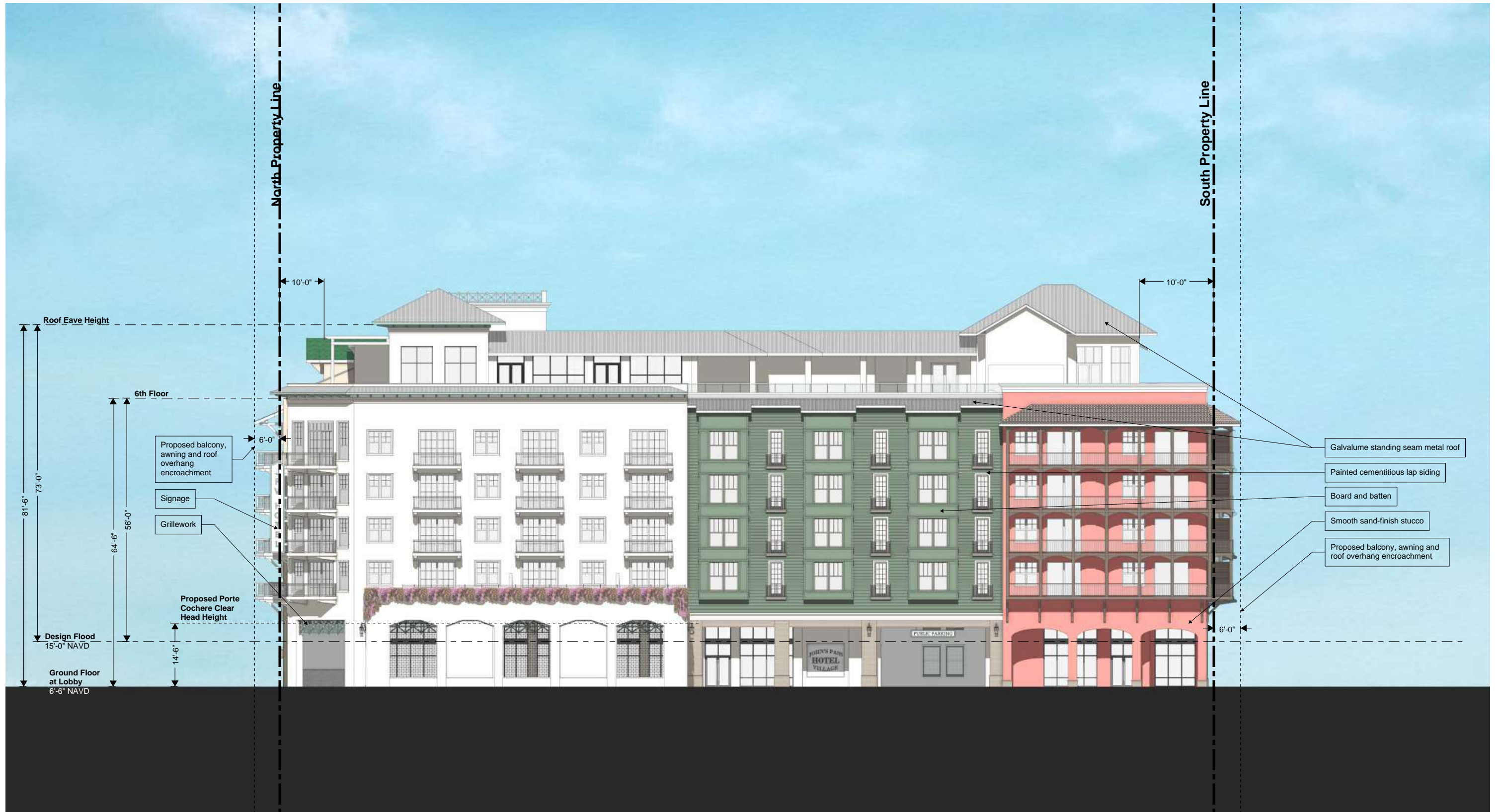
Southeast Corner



Southwest Corner



North Elevation



West Elevation



South Elevation



East Elevation



Corner of Pelican Lane and 129th Avenue North



Along Boardwalk Place East



View of Park and Stage



View of Park and Stage



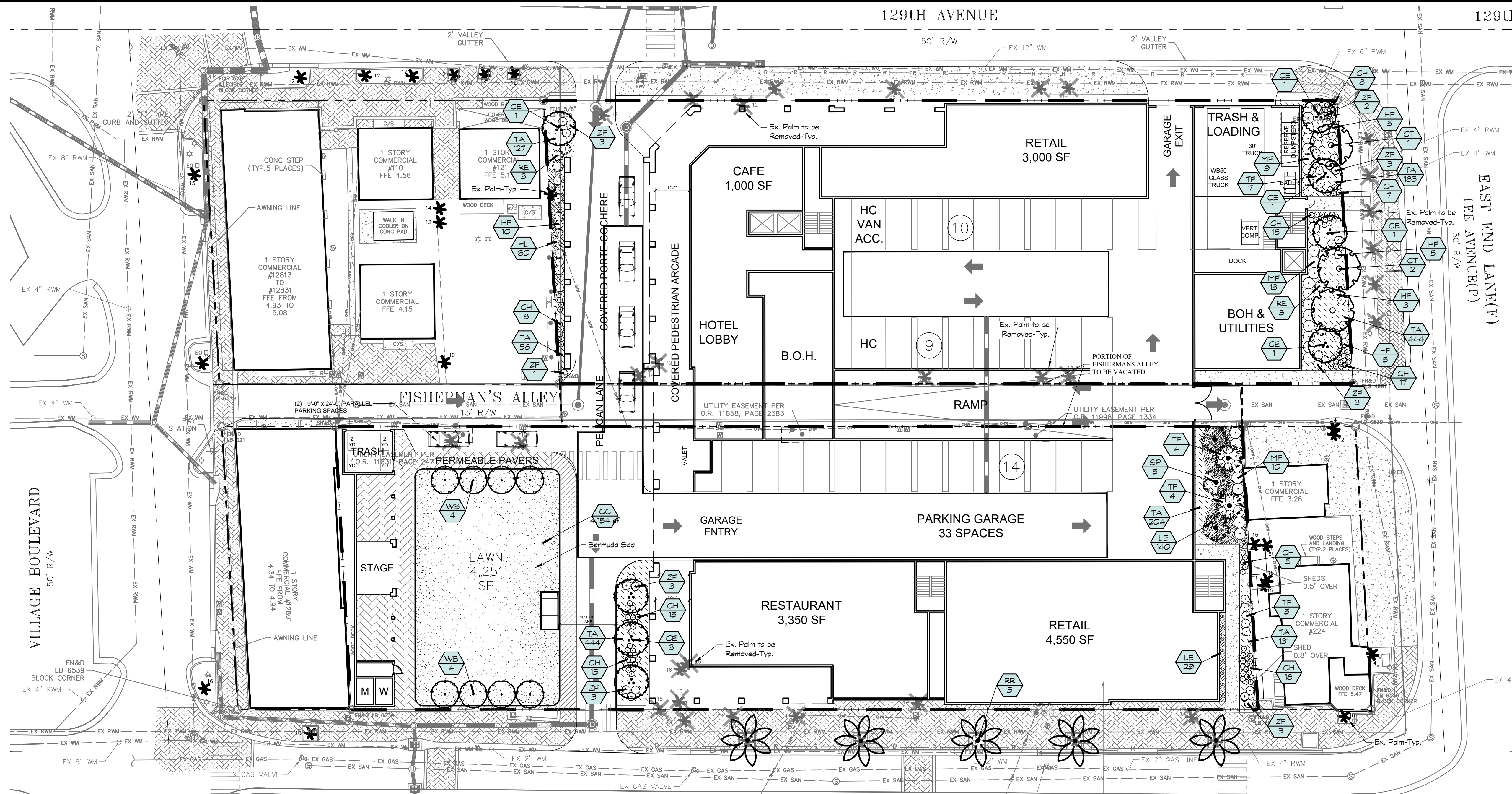
Southeast Aerial



Northwest Aerial



View from bridge



**PLANT SCHEDULE**

CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	REMARKS
<b>TREES</b>							
CT	3	<i>Coccoloba wifera</i>	Sea Grape	-	2' Cal+	8'-10' Ht., 3'-4' Sp.	Native, Drought Tolerant, Single Trunk, Std.
CE	8	<i>Conocarpus erectus</i> 'Sericeus'	Silver Buttonwood	-	2' Cal+	8'-10' Ht., 3'-4' Sp.	Native, D.T., 3-4 Trunks
RR	5	<i>Roystonea regia</i>	Florida Royal Palm	-	12' CT, Matched Ht.		Native, Drought Tolerant
SP	5	<i>Sabal palmetto</i>	Sabal Palm	-	12'-15' CT, Varied Ht.		Native, Drought Tolerant
WB	8	<i>Wodyetia bifurcata</i>	Foxtail Palm	-	10' Clear Trunk, Matched		
<b>SHRUBS</b>							
CH	108	<i>Chrysobalanus icaco</i> 'Horizontalis'	Horizontal Cocoplum	3 Gal., 12' Ht. x 12' Sp.		24" o.c.	Native, Drought Tolerant
HF	28	<i>Hamelia patens</i> 'Firefly'	Firefly Dwarf Firebush	3 gal., 14' Ht. x 14' Sp.		36" o.c.	Native, Drought Tolerant
MF	32	<i>Myrciathes fragrans</i>	Simpson's Stopper	7 Gal., 32' Ht. x 30' Sp.		48" o.c.	Native, Drought Tolerant
RE	6	<i>Russelia equisetiformis</i>	Firecracker Plant	3 gal., 20' Ht. x 20' Sp.		48" o.c.	Drought Tolerant
TF	20	<i>Tripsacum dactyloides</i>	Fakahatchee Grass	3 gal., 20' Ht. x 20' Sp.		36" o.c.	
ZF	21	<i>Zamia floridana</i>	Coontie	3 Gal., 18' Ht. x 18' Sp.		36" o.c.	Native, Drought Tolerant
<b>GROUND COVERS</b>							
HL	60	<i>Helianthus debilis</i> 'vestitus'	West Coast Beach Sunflower	12'x12', 1 gal.		18" o.c.	Native, Drought Tolerant
LE	168	<i>Liriope muscari</i> 'Emerald Goddess'	Emerald Goddess Liriope	12'x18', 1 gal.		18" o.c.	Drought Tolerant, Red Groundcovers
TA	1,591	<i>Trachelospermum asiaticum</i> 'Summer Sunset'	Dwarf Tricolor Asiatic Jasmine	4" pot		12" o.c.	Drought Tolerant, Red Groundcovers
<b>SOD/SEED</b>							
CC	4,154 sf	<i>Cynodon dactylon</i> 'Celebration'	Celebration Bermudagrass	sod			

**BOARDWALK PLACE EAST**

Madeira Beach Requirements:

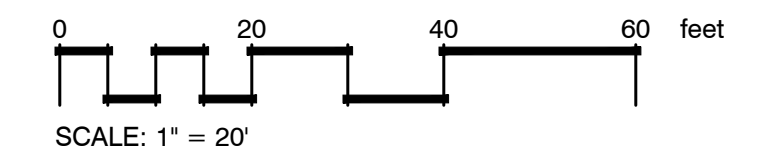
Site - 59,882 SF

Landscape area required - 10%  
59,882 x 10% = 5,988.2 SF Required

Landscape Area Provided - 7,601.25 SF (12.7%)  
(Ground covers, shrubs, trees & park area. Site does not have internal VUA)

1 Tree required per 400 SF of Landscape Area 5,988 / 400 = 15 Trees Required  
15.3 Trees Provided (13 Proposed Palms + 11 Proposed Tree)  
3 Palms = 1 Tree @ 15' Canopy Spread Required (Palms used in groups of 4 & 5)

See Sheet LA2, LA3 & LA4 for Landscape Notes & Details.



sunshine state ONE CALL 811  
Know what's below. Call before you dig.  
Preventing damages to buried utilities by connecting excavators and utility members through the Internet.

ENGINEERING & LAND PLANNING  
BASE INFORMATION PREPARED BY:  
Gulf Coast Consulting, Inc.  
13825 Icot Blvd., Suite 605  
Clearwater, Florida 33760  
Phone - (727) 524-1818

**ROBERSON RESOURCE GROUP**  
Landscape Architecture & Consulting  
PO Box 5585, Maryville, TN 37802  
Phone: 727-265-4258 Web: RRGLA.com  
Florida License # LA0001461

This item has been digitally signed and sealed by Professional Seal, License # LA0001461 on the date of the Digital Signature. It must be verified on any electronic copies.

Rev.	per Madeira Beach comments	02/10/26	Date
1			
2			
3			
4			
5			

**JOHNS PASS VILLAGE RESORT**  
Madeira Beach, Florida

**LANDSCAPE PLAN**  
Project No. 25-006  
Date 10/21/25  
Sheet LA1

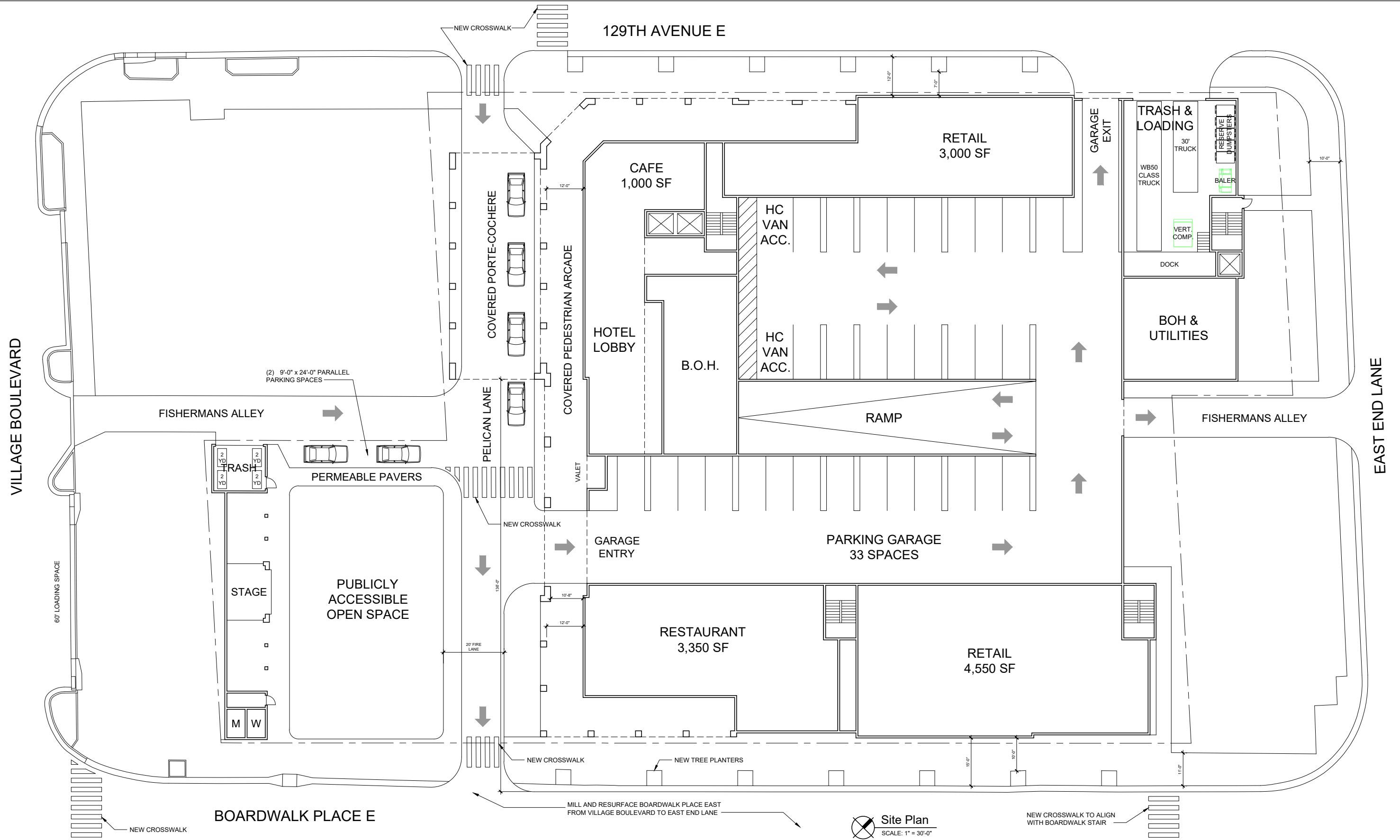
**EXHIBIT C**  
**Off-Site Roadway Improvements**

*See attached.*

# OFF-SITE ROADWAY IMPROVEMENTS

John's Pass Village Resort | JPV HOTEL PROPERTY LLC

April 10, 2026



Site Plan  
SCALE: 1" = 30'-0"

**EXHIBIT D**  
**PARK EASEMENT AGREEMENT**

*See attached.*

PREPARED BY AND RETURN TO:  
Macfarlane, Ferguson & McMullen, P.A.  
Brian J. Aungst, Jr., Esq.  
625 Court Street, Suite 200  
Clearwater, Florida 33756

### **PARK EASEMENT AGREEMENT**

THIS PARK EASEMENT AGREEMENT (the "*Agreement*") is dated this \_\_\_\_ day of \_\_\_\_\_, 2026, and is made by JPV HOTEL PROPERTY, LLC, a Florida limited liability company, whose address for notice purposes is 101 150th Avenue, Madeira Beach, Florida 33708 ("*Grantor*"), in favor of the CITY OF MADEIRA BEACH, FLORIDA, a political subdivision of the State of Florida, whose address is 300 Municipal Drive, Madeira Beach, Florida 33708 (the "*City*").

WHEREAS, the Grantor and the City entered into that certain Development Agreement for the John's Pass Village Resort development project (the "*JPV Resort*") dated \_\_\_\_\_, 202\_\_, and recorded \_\_\_\_\_, 202\_\_ in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Pinellas County, Florida (the "*Development Agreement*"). Further, the City approved a Site Plan for the JPV Resort and the Site Plan contemplate the Grantor granting an easement for public access over certain land owned by the Grantor; and

WHEREAS, the Grantor is the owner of the real property located in Pinellas County, Florida, more particularly described in Exhibit "A" attached hereto (the "*JPV Property*"), and the real property more particularly described in Exhibit "B" attached hereto (the "*Easement Area*"). The Easement Area is a part of the JPV Property; and

WHEREAS, the JPV Property is intended to be developed for use as a hotel, retail, restaurant, and event space with exterior landscaping and hardscaping, and as part of that development, the Easement Area is intended to be improved as a dedicated park that is approximately 4,251 square feet in size; and

WHEREAS, the Grantor has agreed to grant to the City a non-exclusive easement for access across, over and upon the Easement Area for public pedestrian access of the dedicated park, subject to the other and further terms of this Easement Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement for Public Access to Dedicated Park. The Grantor hereby declares and grants for the benefit and in favor of the City, a perpetual, non-exclusive easement over, across and upon the Easement Area for public park purposes, including but not limited to pedestrian access, passive recreational use, and the use and enjoyment of the Easement Area by the general public commencing as described hereafter, together with the right of the City and its officers, employees, contractors, and agents to enter the Easement Area for purposes of inspection,

public safety, and enforcements of applicable codes and regulations and the terms of this Agreement.

2. Use of Easement Area. The Easement Area shall be used solely as a dedicated park with pedestrian access, including typical park uses such as pedestrian circulation, landscaping, lighting, and similar amenities associated with a passive public park, and for no other materially inconsistent purpose. No structures shall be constructed, erected or placed, whether temporarily or permanently, upon the surface of the Easement Area that would materially impair the normal operation or use of the Easement Area for dedicated park purposes. The Easement Area may not be used by any person, firm or entity for the purpose of overnight sleeping, unlawful activity or in any manner that shall, in the sole opinion of the Grantor, constitute a nuisance, whether public or private. Nothing herein shall limit the City's authority to enforce applicable laws, ordinances, or public safety regulations within the Easement Area.

3. Commencement of Easement. The parties acknowledge that the JPV Property is intended to be developed for use as a hotel, retail, restaurant, and event space as contemplated by the Development Agreement and the Site Plan. At the time of execution of this Agreement, the Easement Area has not been improved with the intended dedicated park, and that such park improvements would be constructed in conjunction with the construction of the hotel, retail, restaurant, and event space on the JPV Property. The parties agree that the easement granted herein shall commence only upon the completion of the construction of the hotel, retail, restaurant, and event space on the JPV Property and the installation of the dedicated park improvements within the Easement Area. The parties further agree that the easement is intended to be over, across and upon the dedicate park is constructed on the Easement Area, and that upon completion of construction, the Easement Area shall be considered the dedicated park where it is located and as it may be aligned from time to time.

4. Easement Area Owned by Grantor. The City acknowledges that the Easement Area is owned by the Grantor and nothing in this Agreement shall be construed so as to create any ownership interest in the Easement Area by the City, the public, or any person, firm or entity other than the Grantor. The easement granted herein provides for the public to have the right to use the Easement Area as a dedicated park with pedestrian access, but is not intended as a conveyance, dedication or other transfer of the Easement Area for public ownership. The Grantor shall have the right to use the Easement Area in any manner as determined by the Grantor so long as such use shall not materially interfere with the use of the Easement Area by the public in accordance with this Agreement. The City shall have no authority to construct or install anything on or in the Easement Area, and shall have no authority to regulate or grant any other right for the use of the Easement Area beyond what is granted herein by the Grantor, provided, however, that nothing herein shall limit the City's authority to enforce applicable laws, ordinances, or public safety regulations within the Easement Area. The Grantor shall not construct or install anything on the Easement Area that would materially interfere with the public's use of the Easement Area as contemplated by this Agreement.

5. Maintenance of Easement Area. The Grantor shall be responsible, at the Grantor's

sole cost, for the maintenance and repair of the Easement Area and any improvements constructed thereon from time to time, and shall maintain the Easement Area in good condition and repair consistent with its use as a public park. The Grantor reserves the right to from time to time repair and/or replace the dedicated park with materials different from those in its original construction as long as such different materials comply with the City's building regulations in effect at the time of such repair or replacement.

6. Covenant Running With the Land. This Agreement shall constitute a covenant running with the land of the JPV Property and the Easement Area, and shall be binding on and shall inure to the benefit of the parties and their successors and assigns; provided, however, that the Grantor may not assign any or all of its rights or obligations under this Agreement independent of the conveyance of title to the JPV Property.

7. City Indemnification. The City agrees that it shall indemnify and hold harmless the Grantor, and its members, officers, employees, agents and authorized representatives, as well as its successors and assigns (collectively, the "*Grantor Indemnitees*"), from and against any claim, demand, damage, injury, cause of action, suit, judgment, cost and expense of any kind whatsoever, including without limitation court costs and attorney's fees whether incurred by or awarded against any Grantor Indemnitee (collectively, a "*Claim*"), claimed or demanded by any person, firm or entity whatsoever, arising out of, in connection with, or related in any way to the public use of the Easement Area; provided, however, that such indemnification shall not apply to any Claim that shall have been proximately caused by the wrongful act or negligence of the Grantor or any of the Grantor Indemnitees. Nothing herein shall be deemed a waiver of sovereign immunity pursuant to F.S. Section 768.28.

8. Jurisdiction and Venue. This Agreement shall be construed using the laws of the State of Florida. No amendment or other change to this Agreement shall be effective unless or until the same shall be in writing and executed by both parties. Time is of the essence of this Agreement. Venue for any litigation concerning the enforcement or interpretation of this Agreement shall be Pinellas County, Florida, and each party hereby waives any right it may have to insist on venue in any other location. No failure to enforce any obligation under this Agreement on any occasion shall constitute a waiver of the right to enforce such obligation in the future. The parties are each represented by legal counsel prior to the execution of this Agreement, and the terms of this Agreement shall not be construed in favor of or against either party. In connection with any litigation concerning the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to recover its court costs and reasonable attorney's fees at all trial and appellate levels.

[Signature Page Page(s) to Follow]

[Rest of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

In The Presence Of:

JPV HOTEL PROPERTY, LLC, a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
William F. Karns, its Manager

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ by WILLIAM F. KARNS, as Manager of JPV Hotel Property, 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)

CITY OF MADEIRA BEACH

By: \_\_\_\_\_  
Michael Helfrich, City Manager

Attest:

By: \_\_\_\_\_  
Clara VanBlargan, City Clerk

Countersigned:

By: \_\_\_\_\_  
Anne-Marie Brooks, Mayor

Approved as to Form:

By: \_\_\_\_\_  
Thomas J. Trask, Esq., City Attorney

EXHIBIT A  
JPV Property Description

LOTS 2 THROUGH 9 AND LOTS 14 THROUGH 20, BLOCK 1, MITCHELL'S BEACH  
JOHNS PASS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT  
BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

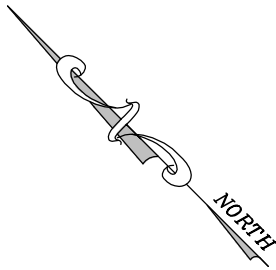
EXHIBIT B  
Easement Area

*See attached.*

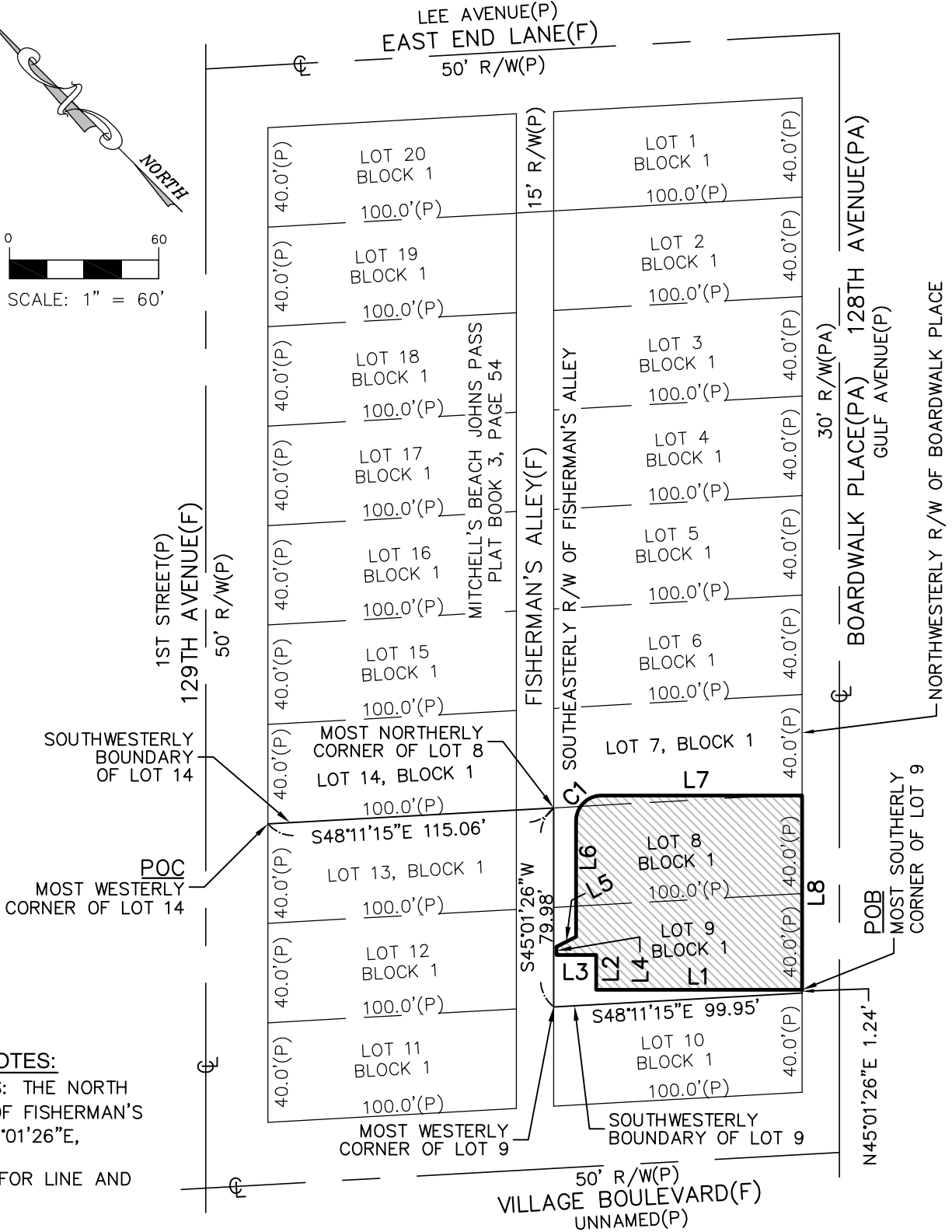
# SKETCH-OF-LEGAL

## PARK EASEMENT AGREEMENT

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



0 60  
SCALE: 1" = 60'



**SURVEYOR'S NOTES:**

1. BEARING BASIS: THE NORTH RIGHT-OF-WAY OF FISHERMAN'S ALLEY BEING N45°01'26"E, ASSUMED.
2. SEE SHEET 2 FOR LINE AND CURVE TABLES.

THIS IS NOT A BOUNDARY SURVEY

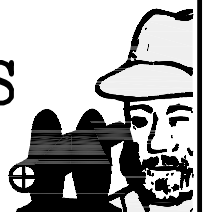
NAME AND ADDRESS OF THE PREPARER:

DRAWN BY: HW
CHECKED BY: D.J.E.
DATE: MARCH 23, 2026
SCALE: 1"=60'
SHEET 1 of 2
W.O. 6330.A

**ABBREVIATION LEGEND:**

(F)	= Field Data
(P)	= Data per Plat
(PA)	= Data per Property Appraiser
POB	= Point of Beginning
POC	= Point of Commencement
R/W	= Right-of-Way
⊕	= Centerline

GEODATA SYSTEMS INC. D/B/A  
**GEODATA SERVICES**  
 1166 KAPP DRIVE  
 CLEARWATER, FL 33765  
 PHONE: (727) 447-1763



LB 7466

# SKETCH—OF—LEGAL

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

## PARK EASEMENT AGREEMENT

### LEGAL DESCRIPTION:

A PORTION OF LOTS 7, 8 AND 9, BLOCK 1, MITCHELL'S BEACH JOHNS PASS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST WESTERLY CORNER OF LOT 14, BLOCK 1, SAID MITCHELL'S BEACH JOHNS PASS; THENCE SOUTH 48°11'15" EAST, ALONG THE SOUTHWESTERLY BOUNDARY, AND THE SOUTHEASTERLY EXTENSION THEREOF, OF SAID LOT 14, 115.06 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY OF FISHERMAN'S ALLEY, A 15-FOOT RIGHT-OF-WAY AS SHOWN ON THE PLAT OF SAID MITCHELL'S BEACH JOHNS PASS, SAID POINT BEING THE MOST NORTHERLY CORNER OF SAID LOT 8; THENCE LEAVING SAID EXTENSION OF THE SOUTHWESTERLY BOUNDARY OF LOT 14, SOUTH 45°01'26" WEST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY, 79.98 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 9; THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY, SOUTH 48°11'15" EAST, ALONG THE SOUTHWESTERLY BOUNDARY OF SAID LOT 9, 99.95 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF BOARDWALK PLACE, ALSO KNOWN AS 128TH AVENUE, SAID POINT BEING THE MOST SOUTHERLY CORNER OF SAID LOT 9; THENCE LEAVING SAID SOUTHWESTERLY BOUNDARY OF SAID LOT 9, NORTH 45°01'26" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY, 1.24 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY, NORTH 44°58'34" WEST, 82.75 FEET; THENCE NORTH 45°09'55" EAST, 14.00 FEET; THENCE NORTH 44°50'05" WEST, 16.00 FEET; THENCE NORTH 44°53'50" EAST, 3.29 FEET; THENCE SOUTH 71°46'54" EAST, 8.88 FEET; THENCE NORTH 45°01'26" EAST, 46.76 FEET, THENCE 15.70 FEET ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 10.00 FEET, DELTA OF 89°58'34", CHORD BEARING SOUTH 89°59'17" EAST AND A CHORD OF 14.14 FEET; THENCE SOUTH 45°00'00" EAST, 80.80 FEET TO A POINT ON THE SAID NORTHWESTERLY RIGHT-OF-WAY OF BOARDWALK PLACE; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY, SOUTH 45°01'26" WEST, 78.13 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 6,999 SQUARE FEET OR 0.161 ACRE, MORE OR LESS.

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	10.00'	15.70'	14.14'	S89°59'17"E	89°58'34"

LINE TABLE

LINE	BEARING	LENGTH
L1	N44°58'34"W	82.75'
L2	N45°09'55"E	14.00'
L3	N44°50'05"W	16.00'
L4	N44°53'50"E	3.29'
L5	S71°46'54"E	8.88'
L6	N45°01'26"E	46.76'
L7	S45°00'00"E	80.80'
L8	S45°01'26"W	78.13'

### SURVEYOR'S CERTIFICATION:

I, DENNIS J. EYRE, THE SURVEYOR IN RESPONSIBLE CHARGE, HEREBY CERTIFY THAT THIS SKETCH IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. SKETCH 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: MARCH 27, 2026

NAME AND ADDRESS OF THE PREPARER:

THIS IS NOT A BOUNDARY SURVEY

DRAWN BY: HW

CHECKED BY: D.J.E.

DATE: MARCH 23, 2026

SHEET 2 of 2

W.O. 6330.A

#### ABBREVIATION LEGEND:

- (F) = Field Data
- (P) = Data per Plat
- (PA) = Data per Property Appraiser
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- R/W = Right-of-Way
- ☉ = Centerline

GEODATA SYSTEMS INC. D/B/A

# GEODATA SERVICES

1166 KAPP DRIVE  
CLEARWATER, FL 33765  
PHONE: (727) 447-1763

LB 7466



**EXHIBIT E**  
**Balcony, Roof and Awning Encroachment Easement Agreement**

*See attached.*

## BALCONY, ROOF, AND AWNING ENCROACHMENT EASEMENT AGREEMENT

THIS BALCONY ENCROACHMENT EASEMENT AGREEMENT (this "Easement" or "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2026 by and between CITY OF MADEIRA BEACH, FLORIDA, a Florida municipal corporation, whose address is 300 Municipal Drive, Madeira Beach, FL 33708 (hereinafter called "Grantor"), and JPV HOTEL PROPERTY LLC, a Florida limited liability company, whose address is 101 150th Avenue, Madeira Beach, FL 33708 (hereinafter called "Grantee"), for the purpose of preserving and maintaining improvements constructed by Grantee which are located upon Grantor's property. Grantor and Grantee may be referred to herein collectively as the "Parties".

### R E C I T A L S :

WHEREAS, Grantor owns a fee simple interest in the rights-of-way commonly known as 129th Avenue and Boardwalk Place which are adjacent to the Grantee Property (as hereinafter defined) and as shown on Exhibit "A" attached hereto ("Grantor Property"); and

WHEREAS, Grantee owns a fee simple interest in property located at 125 129th Avenue E, Madeira Beach, FL 33708 and as legally described on Exhibit "B" attached hereto ("Grantee Property"); and

WHEREAS, Grantee desires to improve the Grantee Property with a hotel development which will include construction of balconies, roofs, and awnings within the boundaries of the Grantor Property (see plans showing balcony encroachments attached hereto as Exhibit "A") (the "Easement Area"); and

WHEREAS, Grantee desires to allow the encroachment of the balconies in the proposed locations and has requested that this Easement be granted for that purpose; and

WHEREAS, subject to the terms of this Agreement, Grantor desires to grant this Easement for the Improvements located in the Easement Area.

### W I T N E S S E T H :

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein set forth, the Parties hereby agree as follows:

1. Recitals. The above Recitals are true and correct and are incorporated herein by reference.
2. Consent to Encroachments. Grantor hereby consents to allow the balconies, roofs, and awnings which encroach onto Grantor Property the Easement Area (collectively, the "Encroachments"). The Encroachments are shown in greater detail on the Survey attached hereto as Exhibit "A".
3. Grant of Easement. Grantor hereby grants to Grantee, and its successors in interest as owners of the Grantee Property or any portion thereof, (collectively, the "Grantee Parties"), as an easement appurtenant to the Grantor Property, non-exclusive easement for the Encroachments to remain in the Easement Area (the "Encroachment Easement") so long as the Encroachments are

maintained in compliance with all applicable federal, state, county, and municipal laws, ordinances, building codes, and safety regulations. Grantor expressly reserves the right to use the Grantor Property and the public rights-of-way for any lawful municipal purpose, including but not limited to roadway improvements, utility installation or relocation, drainage facilities, streetscape improvements, and public safety activities.

4. Maintenance. Grantee, at its sole cost and expense, shall be responsible for any and all maintenance, repair, replacement, or reconstruction of the Improvements located within the Easement Area. Grantor shall have the right to enter the Easement Area to inspect the Improvements. Failure to maintain the Improvements in accordance with this Agreement shall constitute a violation of the Grantor's municipal ordinances and may be enforced by the Grantor through any lawful means available, including proceedings before the Grantor's Code Enforcement Board or Special Magistrate pursuant to Chapter 162, Florida Statutes, and the imposition of fines and liens as authorized by law.

5. Indemnity. Grantee agrees to indemnify and hold Grantor and its elected officials, officers, employees, and agents harmless from and against any and all liabilities, costs, claims, demand, injury, cause of action, suit, judgment, or damages of any kind whatsoever, claimed or demanded by any person, firm or entity whatsoever against, arising out of or in connection with Grantee's activities within the Easement Area, including, without limitation, the costs and expenses (including reasonable attorneys' fees) for defending themselves against the claim of liability thereunder. Grantee shall maintain commercial general liability insurance covering the Encroachments and the Easement Area with limits of not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, together with umbrella or excess liability coverage of not less than \$5,000,000. The City of Madeira Beach shall be named as additional insured. Such coverage shall be primary and non-contributory with respect to any insurance maintained by the Grantor. Grantee shall maintain such insurance for so long as the Encroachments remain in place and shall provide certificates of insurance upon request.

6. Duration. It is the intent of the Parties that the easement and other rights granted herein shall run with the land for so long as the Improvements are maintained in compliance with all applicable federal, state, county, and municipal laws, ordinances, building codes, and safety regulations

7. Entire Agreement. This Agreement, including all exhibits hereto, contains the entire agreement between the Parties with respect to the Encroachment Easement and supersedes all previous and contemporary negotiations leading thereto. This Agreement may be modified only by an agreement signed by the Parties.

8. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective personal representatives, heirs, successors, and assigns and shall be deemed to run with title to the Grantor Property and the Grantee Property.

9. Governing Law. This Agreement shall be governed by, and construed in accordance

with, the laws of the State of Florida.

*[Signature Page(s) to Follow]*

*[Rest of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first-above written.

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

GRANTOR:

CITY OF MADEIRA BEACH,  
FLORIDA, a Florida municipal  
corporation

By: \_\_\_\_\_  
Michael Helfrich, City Manager

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, on behalf of Grantor. Such person is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires:

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

[GRANTOR SIGNATURE PAGE]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first-above written.

In The Presence Of:

JPV HOTEL PROPERTY, LLC, a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
William F. Karns, its Manager

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ by WILLIAM F. KARNs, as Manager of JPV Hotel Property, 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  
GRANTOR PROPERTY, EASEMENT AREA & ENCROACHMENTS

*See attached.*



# SKETCH—OF—LEGAL

BALCONY, AWNING &  
ROOF AGREEMENT

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

## LEGAL DESCRIPTION:

A PORTION OF 129TH AVENUE ADJACENT TO LOTS 14, 15, 16, 17, 18, 19 AND 20, BLOCK 1, MITCHELL'S BEACH JOHNS PASS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST WESTERLY CORNER OF LOT 14, BLOCK 1, SAID MITCHELL'S BEACH JOHNS PASS; THENCE NORTH 45°01'26" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF 129TH AVENUE, 39.28 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY, NORTH 45°00'35" WEST, 6.00 FEET; THENCE NORTH 45°01'26" EAST, 228.04 FEET; THENCE SOUTH 45°00'35" E, 6.00 FEET TO A POINT ON SAID SOUTHEASTERLY RIGHT-OF-WAY; THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY, SOUTH 45°01'26" WEST, 228.04 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 1,368 SQUARE FEET OR 0.031 ACRE, MORE OR LESS.

LINE TABLE

LINE	BEARING	LENGTH
L1	N45°01'26"E	39.28'
L2	N45°00'35"W	6.00'
L3	S45°00'35"E	6.00'

## SURVEYOR'S CERTIFICATION:

I, DENNIS J. EYRE, THE SURVEYOR IN RESPONSIBLE CHARGE, HEREBY CERTIFY THAT THIS SKETCH IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. SKETCH 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: MARCH 27, 2026

THIS IS NOT A BOUNDARY SURVEY

NAME AND ADDRESS OF THE PREPARER:

DRAWN BY: HW

CHECKED BY: D.J.E.

DATE: MARCH 23, 2026

SHEET 2 of 2

W.O. 6330.C

### ABBREVIATION LEGEND:

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R/W = Right-of-Way  
☉ = Centerline

GEODATA SYSTEMS INC. D/B/A

## GEODATA SERVICES

1166 KAPP DRIVE  
CLEARWATER, FL 33765  
PHONE: (727) 447-1763

LB 7466





# SKETCH—OF—LEGAL

## BALCONY, AWNING & ROOF AGREEMENT

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

### LEGAL DESCRIPTION:

A PORTION OF BOARDWALK PLACE, ALSO KNOWN AS 128TH AVENUE, ADJACENT TO LOTS 2, 3, 4, 5, 6 AND 7, BLOCK 1, MITCHELL'S BEACH JOHNS PASS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST WESTERLY CORNER OF LOT 14, BLOCK 1, SAID MITCHELL'S BEACH JOHNS PASS; THENCE SOUTH 48°11'15" EAST, ALONG THE SOUTHWESTERLY BOUNDARY OF SAID LOT 14, 100.04 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF FISHERMAN'S ALLEY, SAID POINT BEING THE MOST SOUTHERLY CORNER OF SAID LOT 14; THENCE LEAVING THE SOUTHWESTERLY BOUNDARY OF SAID LOT 14, SOUTH 48°11'15" EAST, 15.02 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY OF SAID FISHERMAN'S ALLEY, SAID POINT BEING THE MOST WESTERLY CORNER OF SAID LOT 7; THENCE SOUTH 48°11'15" EAST, ALONG THE SOUTHWESTERLY BOUNDARY OF SAID LOT 7, 99.95 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF SAID BOARDWALK PLACE, SAID POINT BEING THE MOST SOUTHERLY CORNER OF SAID LOT 7; THENCE LEAVING SAID SOUTHWESTERLY BOUNDARY OF LOT 7, NORTH 45°01'26" EAST, ALONG THE SAID NORTHWESTERLY RIGHT-OF-WAY OF BOARDWALK PLACE, 25.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 45°01'26" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY OF BOARDWALK PLACE, 203.00 FEET; THENCE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY OF BOARDWALK PLACE, SOUTH 45°00'00" EAST, 6.00 FEET; THENCE SOUTH 45°01'26" WEST, 203.00 FEET; THENCE NORTH 45°00'00" WEST, 6.00 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 1,218 SQUARE FEET OR 0.028 ACRE, MORE OR LESS.

### LINE TABLE

LINE	BEARING	LENGTH
L1	S48°11'15"E	15.02'
L2	N45°01'26"E	25.38'
L3	S45°00'00"E	6.00'
L4	N45°00'00"W	6.00'

### SURVEYOR'S CERTIFICATION:

I, DENNIS J. EYRE, THE SURVEYOR IN RESPONSIBLE CHARGE, HEREBY CERTIFY THAT THIS SKETCH IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. SKETCH 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: MARCH 27, 2026

THIS IS NOT A BOUNDARY SURVEY

NAME AND ADDRESS OF THE PREPARER:

DRAWN BY: HW

CHECKED BY: D.J.E.

DATE: MARCH 24, 2026

SHEET 2 of 2

W.O. 6330.D

### ABBREVIATION LEGEND:

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GEODATA SYSTEMS INC. D/B/A

# GEODATA SERVICES

1166 KAPP DRIVE  
CLEARWATER, FL 33765  
PHONE: (727) 447-1763

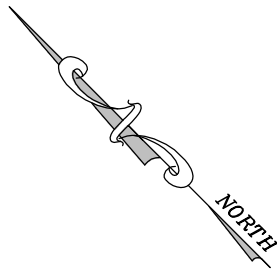
LB 7466



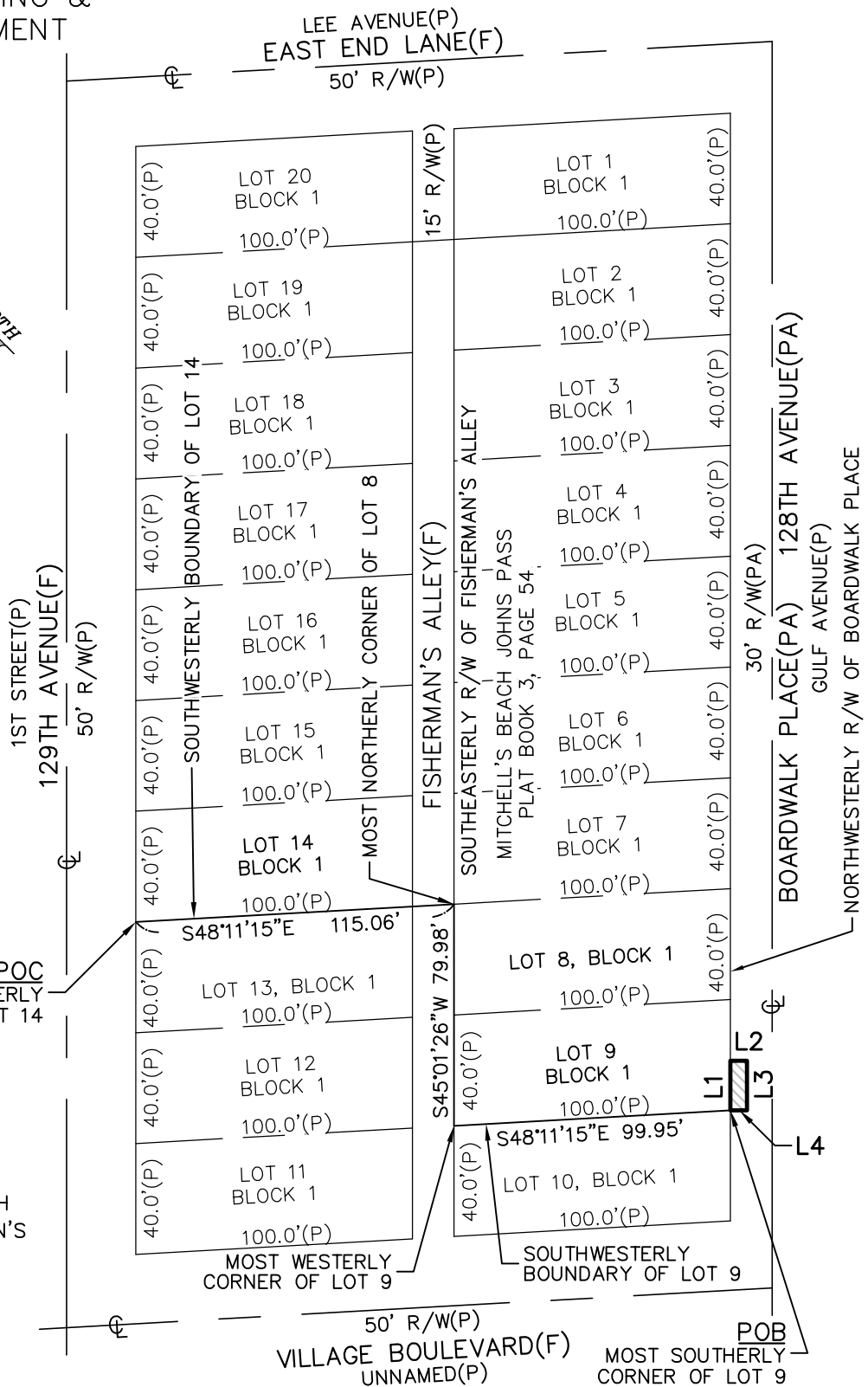
# SKETCH-OF-LEGAL

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

BALCONY, AWNING &  
ROOF AGREEMENT



0 60  
SCALE: 1" = 60'



**SURVEYOR'S NOTES:**

1. BEARING BASIS: THE NORTH RIGHT-OF-WAY OF FISHERMAN'S ALLEY BEING N45°01'26"E, ASSUMED.
2. SEE SHEET 2 FOR LINE TABLE.

THIS IS NOT A BOUNDARY SURVEY

NAME AND ADDRESS OF THE PREPARER:

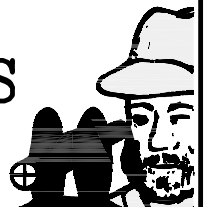
DRAWN BY: HW
CHECKED BY: D.J.E.
DATE: MARCH 24, 2026
SCALE: 1"=60'
SHEET 1 of 2
W.O. 6330.E

**ABBREVIATION LEGEND:**

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GEODATA SYSTEMS INC. D/B/A  
**GEODATA SERVICES**  
1166 KAPP DRIVE  
CLEARWATER, FL 33765  
PHONE: (727) 447-1763

LB 7466



# SKETCH—OF—LEGAL

## BALCONY, AWNING & ROOF AGREEMENT

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

### LEGAL DESCRIPTION:

A PORTION OF BOARDWALK PLACE, ALSO KNOWN AS 128TH AVENUE, ADJACENT TO LOT 9, BLOCK 1, MITCHELL'S BEACH JOHNS PASS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST WESTERLY CORNER OF LOT 14, BLOCK 1, SAID MITCHELL'S BEACH JOHNS PASS; THENCE SOUTH 48°11'15" EAST ALONG THE SOUTHWESTERLY BOUNDARY, AND THE SOUTHEASTERLY EXTENSION THEREOF, OF SAID LOT 14, 115.06 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY OF FISHERMAN'S ALLEY, SAID POINT BEING THE MOST NORTHERLY CORNER OF LOT 8, BLOCK 1, SAID MITCHELL'S BEACH JOHNS PASS; THENCE SOUTH 45°01'26" WEST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY, 79.98 FEET TO THE MOST WESTERLY CORNER OF LOT 9, BLOCK 1, SAID MITCHELL'S BEACH JOHNS PASS; THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY, SOUTH 48°11'15" EAST ALONG THE SOUTHWESTERLY BOUNDARY OF SAID LOT 9, 99.95 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF SAID BOARDWALK PLACE, SAID POINT BEING THE MOST SOUTHERLY CORNER OF SAID LOT 9 AND THE POINT OF BEGINNING; THENCE LEAVING THE SOUTHWESTERLY BOUNDARY OF SAID LOT 9, NORTH 45°01'26" EAST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY, 17.90 FEET; THENCE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY, SOUTH 45°00'00" EAST, 6.00 FEET; THENCE SOUTH 45°01'26" WEST, 17.90 FEET; THENCE NORTH 45°00'00" WEST, 6.00 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 107 SQUARE FEET OR 0.002 ACRE, MORE OR LESS.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N45°01'26"E	17.90'
L2	S45°00'00"E	6.00'
L3	S45°01'26"W	17.90'
L4	N45°00'00"W	6.00'

### SURVEYOR'S CERTIFICATION:

I, DENNIS J. EYRE, THE SURVEYOR IN RESPONSIBLE CHARGE, HEREBY CERTIFY THAT THIS SKETCH IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. SKETCH 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: MARCH 27, 2026

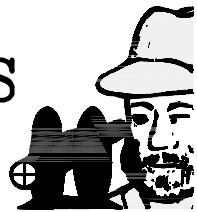
THIS IS NOT A BOUNDARY SURVEY

NAME AND ADDRESS OF THE PREPARER:

DRAWN BY: HW
CHECKED BY: D.J.E.
DATE: MARCH 24, 2026
<i>SHEET 2 of 2</i>
W.O. 6330.E

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GEODATA SYSTEMS INC. D/B/A  
**GEODATA SERVICES**  
 1166 KAPP DRIVE  
 CLEARWATER, FL 33765  
 PHONE: (727) 447-1763



LB 7466

EXHIBIT B  
GRANTEE PROPERTY

LOTS 2 THROUGH 9 AND LOTS 14 THROUGH 20, BLOCK 1, MITCHELL'S BEACH JOHNS PASS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PARCEL IDENTIFICATION NUMBERS:

- 15-31-15-58320-001-0020
- 15-31-15-58320-001-0040
- 15-31-15-58320-001-0050
- 15-31-15-58320-001-0060
- 15-31-15-58320-001-0070
- 15-31-15-58320-001-0080
- 15-31-15-58320-001-0090
- 15-31-15-58320-001-0140
- 15-31-15-58320-001-0160
- 15-31-15-58320-001-0170
- 15-31-15-58320-001-0190
- 15-31-15-58320-001-0200

**EXHIBIT F**  
**Pelican Lane Extension Access Agreement**

*See attached.*

PREPARED BY AND RETURN TO:  
Macfarlane, Ferguson & McMullen, P.A.  
Brian J. Aungst, Jr., Esq.  
625 Court Street, Suite 200  
Clearwater, Florida 33756

### **PELICAN LANE ACCESS AGREEMENT**

THIS PELICAN LANE ACCESS AGREEMENT (the "*Agreement*") is dated this \_\_\_\_ day of \_\_\_\_\_, 2026, and is made by JPV HOTEL PROPERTY, LLC, a Florida limited liability company, whose address for notice purposes is 101 150th Avenue, Madeira Beach, Florida 33708 ("*Grantor*"), in favor of the CITY OF MADEIRA BEACH, FLORIDA, a political subdivision of the State of Florida, whose address is 300 Municipal Drive, Madeira Beach, Florida 33708 (the "*City*").

WHEREAS, the Grantor and the City entered into that certain Development Agreement for the John's Pass Village Resort development project (the "*JPV Resort*") dated \_\_\_\_\_, 202\_\_, and recorded \_\_\_\_\_, 202\_\_ in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Pinellas County, Florida (the "*Development Agreement*"). Further, the City approved a Site Plan for the JPV Resort and the Site Plan contemplate the Grantor granting an easement for public access over certain land owned by the Grantor; and

WHEREAS, the Grantor is the owner of the real property located in Pinellas County, Florida, more particularly described in Exhibit "A" attached hereto (the "*JPV Property*"), and the real property more particularly described in Exhibit "B" attached hereto (the "*Easement Area*"). The Easement Area is a part of the JPV Property and is a private extension of Pelican Lane and associated sidewalk facilities; and

WHEREAS, the JPV Property is intended to be developed for use as a hotel, retail, restaurant, and event space with exterior landscaping and hardscaping, and as part of that development, the Easement Area is intended to be improved as a privately-maintained extension of the roadway commonly known as Pelican Lane; and

WHEREAS, the Grantor has agreed to grant to the City a non-exclusive easement for access across, over and upon the Easement Area for public pedestrian, vehicle and bicycle access, subject to the other and further terms of this Easement Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement for Public Access to Extension of Pelican Lane. The Grantor hereby declares and grants for the benefit and in favor of the City, a perpetual, non-exclusive easement over, across and upon the Easement Area for pedestrian, vehicle and bicycle use and access by the general public commencing as described hereafter, together with incidental rights for emergency, public safety, and municipal access reasonably necessary for the use, safety, and regulation of the Easement Area.

2. Use of Easement Area. The Easement Area shall be used solely as a privately-maintained extension of the roadway commonly known as Pelican Lane for pedestrian, vehicle and bicycle access and circulation by the general public, and for no other purpose. No structures shall be constructed, erected or placed, whether temporarily or permanently, upon the surface of the Easement Area that would materially impair the normal operation or use of the Easement Area for pedestrian and bicycle purposes. The Easement Area may not be used by any person, firm or entity for the purpose of overnight sleeping, unlawful activity or in any manner that shall, in the sole opinion of the Grantor, constitute a nuisance, whether public or private. Nothing herein shall limit the City's authority to enforce applicable laws, ordinances, or public safety regulations within the Easement Area.

3. Commencement of Easement. The parties acknowledge that the JPV Property is intended to be developed for use as a hotel, retail, restaurant, and event space as contemplated by the Development Agreement and the Site Plan. At the time of execution of this Agreement, the Easement Area has not been improved with the extension of the roadway commonly known as Pelican Lane, and that such roadway improvements would be constructed in conjunction with the construction of the hotel, retail, restaurant, and event space on the JPV Property. The parties agree that the easement granted herein shall commence only upon the completion of the construction of the hotel, retail, restaurant, and event space on the JPV Property and the installation of the roadway improvements within the Easement Area. The parties further agree that the easement is intended to be over, across and upon the actual roadway that is constructed on the Easement Area, and that upon completion of construction, the Easement Area shall be considered the roadway where it is located and as it may be aligned from time to time.

4. Easement Area Owned by Grantor. The City acknowledges that the Easement Area is owned by the Grantor and nothing in this Agreement shall be construed so as to create any ownership interest in the Easement Area by the City, the public, or any person, firm or entity other than the Grantor. The easement granted herein provides for the public to have the right to use the Easement Area as a roadway, but is not intended as a conveyance, dedication or other transfer of the Easement Area for public ownership. The Grantor shall have the right to use the Easement Area in any manner as determined by the Grantor so long as such use shall not materially interfere with the use of the Easement Area by the public in accordance with this Agreement. The City shall have no authority to construct or install anything on or in the Easement Area, and shall have no authority to regulate or grant any other right for the use of the Easement Area beyond what is granted herein by the Grantor, except as may be necessary for the enforcement of applicable laws, ordinances, and public safety regulations, and nothing herein shall be interpreted to limit the City's governmental or police powers with respect to the Easement Area. The Grantor shall not construct or install anything on the Easement Area that would materially interfere with the public's use of the Easement Area as contemplated by this Agreement.

5. Maintenance of Easement Area. The Grantor shall be responsible, at the Grantor's sole cost, for the maintenance and repair of the Easement Area and any improvements constructed thereon from time to time and shall maintain the Easement Area in a safe, clean, and good condition consistent with its intended use for pedestrian and bicycle access. The Grantor reserves the right

to from time to time repair and/or replace the roadway with materials different from those in its original construction provided that any such repair or replacement shall maintain the Easement Area in a condition suitable for its intended public access purposes and shall comply with the City's applicable codes and building regulations in effect at the time of such repair or replacement.

6. Covenant Running ~~W~~with the Land. This Agreement shall constitute a covenant running with the land of the JPV Property and the Easement Area, and shall be binding on and shall inure to the benefit of the parties and their successors and assigns; provided, however, that the Grantor may not assign any or all of its rights or obligations under this Agreement independent of the conveyance of title to the JPV Property.

7. City Indemnification. The City agrees that it shall indemnify and hold harmless the Grantor, and its members, officers, employees, agents and authorized representatives, as well as its successors and assigns (collectively, the "*Grantor Indemnitees*"), from and against any claim, demand, damage, injury, cause of action, suit, judgment, cost and expense of any kind whatsoever, including without limitation court costs and attorney's fees whether incurred by or awarded against any Grantor Indemnitee (collectively, a "*Claim*"), claimed or demanded by any person, firm or entity whatsoever, arising out of, in connection with, or related in any way to the public use of the Easement Area; provided, however, that such indemnification shall not apply to any Claim that shall have been proximately caused by the wrongful act or negligence of the Grantor or any of the Grantor Indemnitees. Nothing herein shall be deemed a waiver of sovereign immunity pursuant to F.S. Section 768.28.

8. Jurisdiction and Venue. This Agreement shall be construed using the laws of the State of Florida. No amendment or other change to this Agreement shall be effective unless or until the same shall be in writing and executed by both parties. Time is of the essence of this Agreement. Venue for any litigation concerning the enforcement or interpretation of this Agreement shall be Pinellas County, Florida, and each party hereby waives any right it may have to insist on venue in any other location. No failure to enforce any obligation under this Agreement on any occasion shall constitute a waiver of the right to enforce such obligation in the future. The parties are each represented by legal counsel prior to the execution of this Agreement, and the terms of this Agreement shall not be construed in favor of or against either party. In connection with any litigation concerning the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to recover its court costs and reasonable attorney's fees at all trial and appellate levels.

[Signature Page Page(s) to Follow]

[Rest of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

In The Presence Of:

JPV HOTEL PROPERTY, LLC, a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
William F. Karns, its Manager

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ by WILLIAM F. KARNS, as Manager of JPV Hotel Property, 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)

CITY OF MADEIRA BEACH

By: \_\_\_\_\_  
Michael Helfrich, City Manager

Attest:

By: \_\_\_\_\_  
Clara VanBlargan, City Clerk

Countersigned:

By: \_\_\_\_\_  
Anne-Marie Brooks, Mayor

Approved as to Form:

By: \_\_\_\_\_  
Thomas J. Trask, Esq., City Attorney

EXHIBIT A  
JPV Property Description

LOTS 2 THROUGH 9 AND LOTS 14 THROUGH 20, BLOCK 1, MITCHELL'S BEACH  
JOHNS PASS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT  
BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

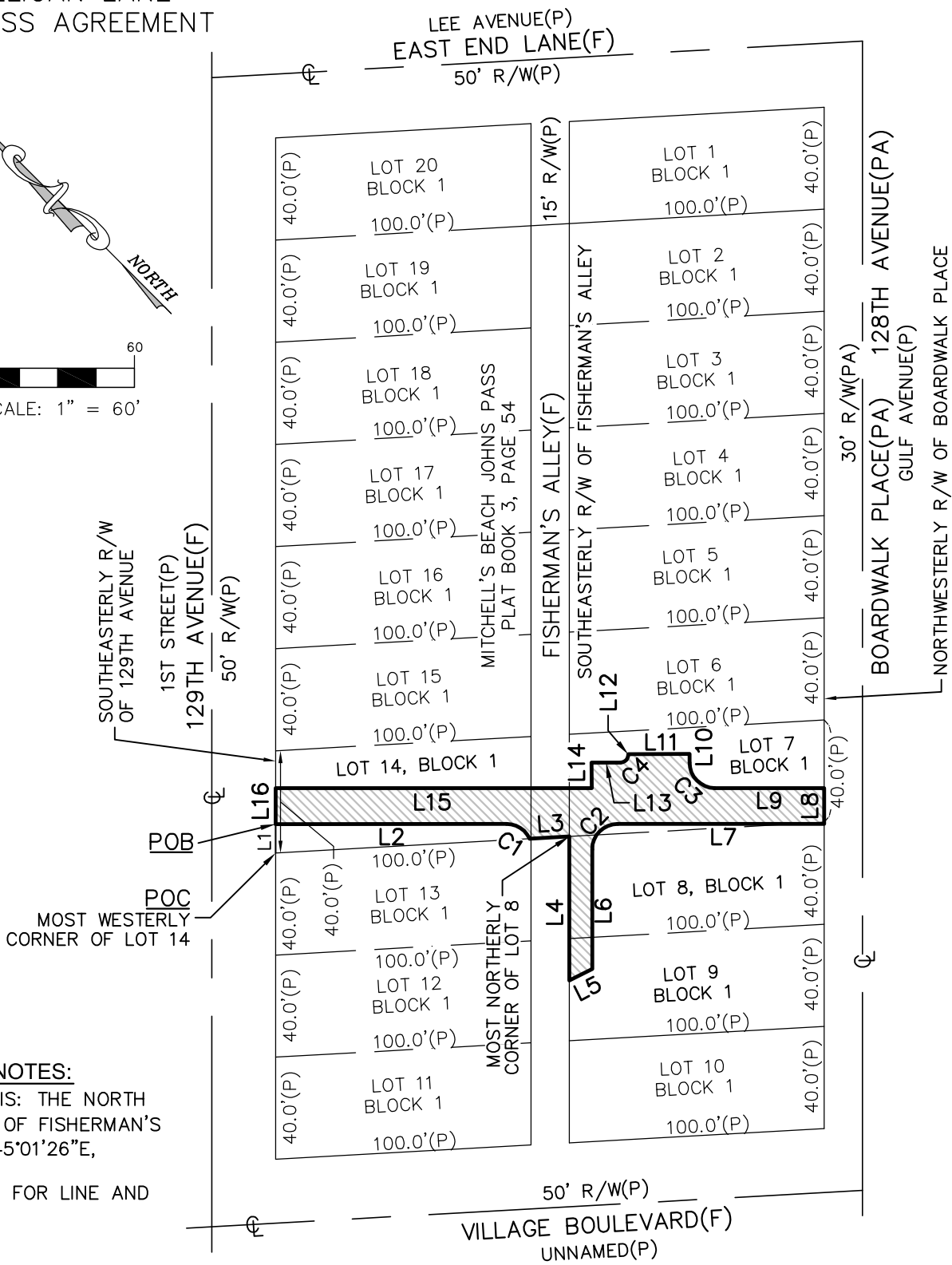
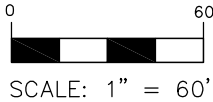
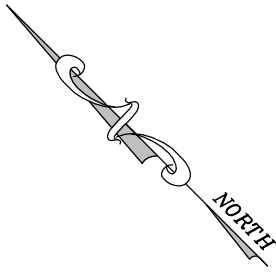
EXHIBIT B  
Easement Area

*See attached.*

# SKETCH-OF-LEGAL

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

PELICAN LANE  
ACCESS AGREEMENT



**SURVEYOR'S NOTES:**

1. BEARING BASIS: THE NORTH RIGHT-OF-WAY OF FISHERMAN'S ALLEY BEING N45°01'26"E, ASSUMED.
2. SEE SHEET 2 FOR LINE AND CURVE TABLES.

THIS IS NOT A BOUNDARY SURVEY

NAME AND ADDRESS OF THE PREPARER:

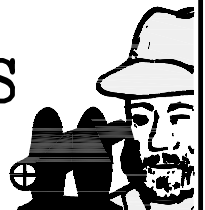
DRAWN BY: HW
CHECKED BY: D.J.E.
DATE: MARCH 23, 2026
SCALE: 1"=60'
SHEET 1 of 2
W.O. 6330.B

**ABBREVIATION LEGEND:**

(F)	= Field Data
(P)	= Data per Plat
(PA)	= Data per Property Appraiser
POB	= Point of Beginning
POC	= Point of Commencement
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GEODATA SYSTEMS INC. D/B/A  
**GEODATA SERVICES**  
1166 KAPP DRIVE  
CLEARWATER, FL 33765  
PHONE: (727) 447-1763

LB 7466



# SKETCH—OF—LEGAL

## PELICAN LANE ACCESS AGREEMENT

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

### LEGAL DESCRIPTION:

A PORTION OF LOTS 7, 8, 9 AND 14, BLOCK 1, TOGETHER WITH A PORTION OF FISHERMAN'S ALLEY, ALL IN MITCHELL'S BEACH JOHNS PASS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST WESTERLY CORNER OF LOT 14, BLOCK 1, SAID MITCHELL'S BEACH JOHNS PASS; THENCE NORTH 45°01'26" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF 129TH AVENUE, 11.31 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY SOUTH 45°00'00" EAST, 90.36 FEET; THENCE 11.35 FEET ALONG A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 10.00 FEET, A DELTA OF 65°01'26", A CHORD BEARING OF SOUTH 12°29'17" EAST AND A CHORD OF 10.75 FEET; THENCE SOUTH 48°11'15" EAST, 15.48 FEET; THENCE SOUTH 45°01'26" WEST, 56.38 FEET; THENCE SOUTH 71°46'54" EAST, 10.08 FEET; THENCE NORTH 45°01'26" EAST, 46.76 FEET; THENCE 15.70 FEET ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 10.00 FEET, A DELTA OF 89°58'34", A CHORD BEARING OF SOUTH 89°59'17" EAST, AND A CHORD OF 14.14 FEET; THENCE SOUTH 45°00'00" EAST, 80.80 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF BOARDWALK PLACE, ALSO KNOWN AS 128TH AVENUE; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY, NORTH 45°01'26" EAST, 14.00 FEET; THENCE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY, NORTH 45°00'00" WEST, 42.83 FEET; THENCE 15.55 FEET ALONG A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 10.00 FEET, A DELTA OF 89°05'18", A CHORD BEARING OF NORTH 00°27'21" EAST AND A CHORD OF 14.03 FEET; THENCE NORTH 45°00'00" EAST, 3.33 FEET; THENCE NORTH 45°00'00" WEST, 24.00 FEET; THENCE SOUTH 45°00'00" WEST, 0.33 FEET; THENCE 4.71 FEET ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 3.00 FEET, A DELTA OF 90°00'00", A CHORD BEARING OF SOUTH 90°00'00" WEST AND A CHORD OF 4.24 FEET; THENCE NORTH 45°00'00" WEST, 11.33 FEET; THENCE SOUTH 45°00'00" WEST, 10.00 FEET; THENCE NORTH 45°00'00" WEST, 123.67 FEET TO A POINT ON SAID SOUTHEASTERLY RIGHT-OF-WAY OF 129TH AVENUE; THENCE SOUTH 45°01'26" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY, 14.00 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 4,142 SQUARE FEET OR 0.095 ACRE, MORE OR LESS.

### CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	10.00'	11.35'	10.75'	S12°29'17"E	65°01'26"
C2	10.00'	15.70'	14.14'	S89°59'17"E	89°58'34"
C3	10.00'	15.55'	14.03'	N00°27'21"E	89°05'18"
C4	3.00'	4.71'	4.24'	S90°00'00"W	90°00'00"

### LINE TABLE

LINE	BEARING	LENGTH
L1	N45°01'26"E	11.31'
L2	S45°00'00"E	90.36'
L3	S48°11'15"E	15.48'
L4	S45°01'26"W	56.38'
L5	S71°46'54"E	10.08'
L6	N45°01'26"E	46.76'
L7	S45°00'00"E	80.80'
L8	N45°01'26"E	14.00'
L9	N45°00'00"W	42.83'
L10	N45°00'00"E	3.33'
L11	N45°00'00"W	24.00'
L12	S45°00'00"W	0.33'
L13	N45°00'00"W	11.33'
L14	S45°00'00"W	10.00'
L15	N45°00'00"W	123.67'
L16	S45°01'26"W	14.00'

### SURVEYOR'S CERTIFICATION:

I, DENNIS J. EYRE, THE SURVEYOR IN RESPONSIBLE CHARGE, HEREBY CERTIFY THAT THIS SKETCH IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. SKETCH 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: MARCH 27, 2026

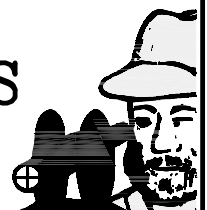
NAME AND ADDRESS OF THE PREPARER:

THIS IS NOT A BOUNDARY SURVEY

DRAWN BY: HW
CHECKED BY: D.J.E.
DATE: MARCH 23, 2026
SHEET 2 of 2
W.O. 6330.B

ABBREVIATION LEGEND:	
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GEODATA SYSTEMS INC. D/B/A  
**GEODATA SERVICES**  
 1166 KAPP DRIVE  
 CLEARWATER, FL 33765  
 PHONE: (727) 447-1763

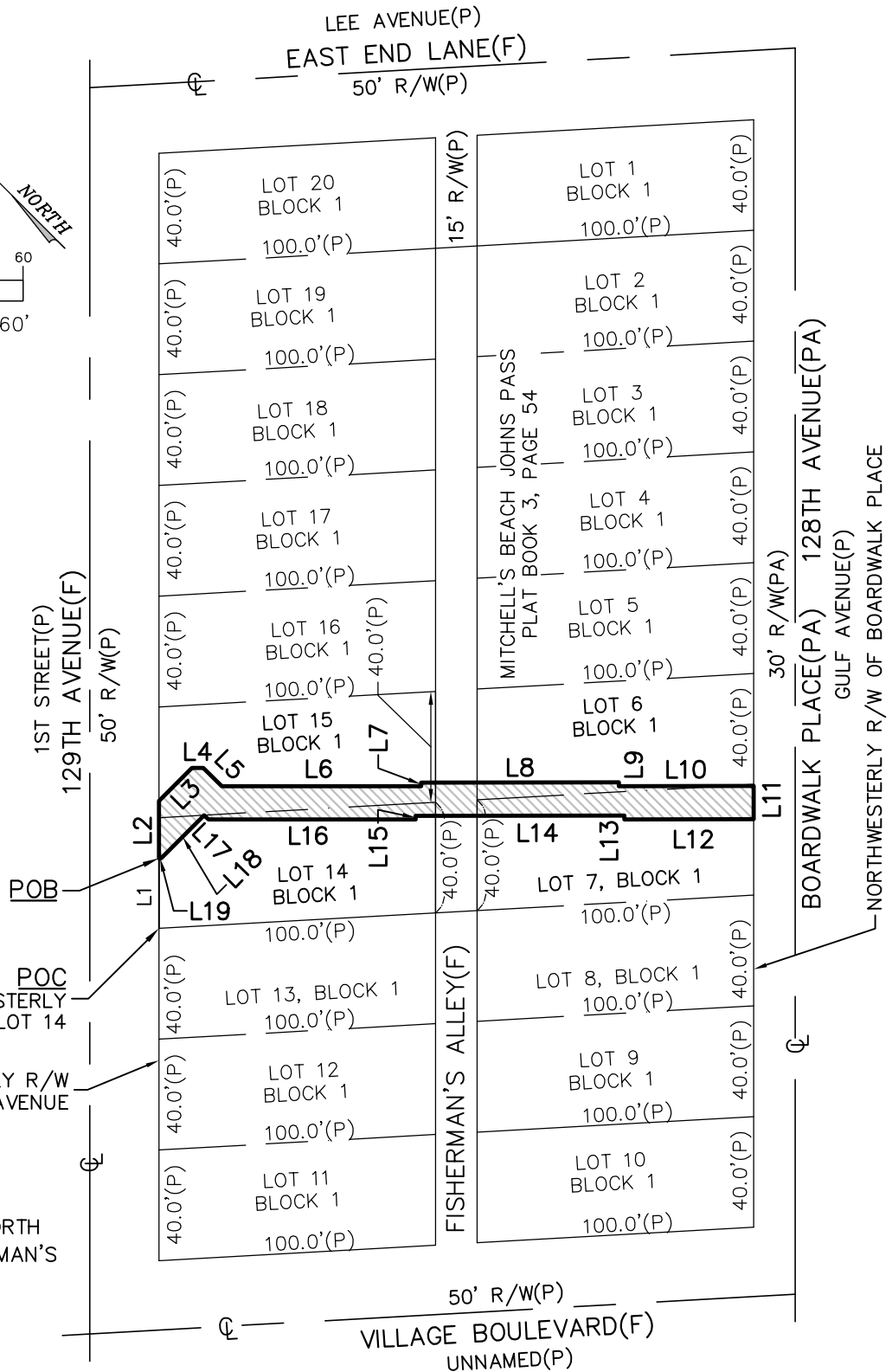
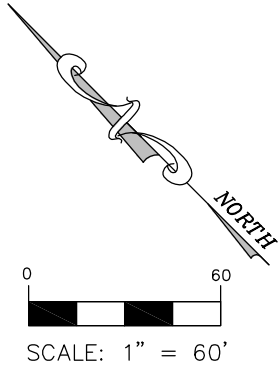


LB 7466

# SKETCH-OF-LEGAL

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

## SIDEWALK ACCESS AGREEMENT



**SURVEYOR'S NOTES:**

1. BEARING BASIS: THE NORTH RIGHT-OF-WAY OF FISHERMAN'S ALLEY BEING N45°01'26"E, ASSUMED.
2. SEE SHEET 2 FOR LINE TABLE.

THIS IS NOT A BOUNDARY SURVEY

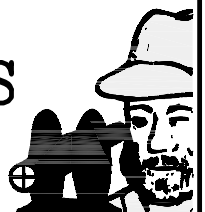
NAME AND ADDRESS OF THE PREPARER:

DRAWN BY: HW
CHECKED BY: D.J.E.
DATE: MARCH 24, 2026
SCALE: 1"=60'
SHEET 1 of 2
W.O. 6330.G

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 PHONE: (727) 447-1763



LB 7466

# SKETCH—OF—LEGAL

## SIDEWALK ACCESS AGREEMENT

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

### LEGAL DESCRIPTION:

A PORTION OF LOTS 6, 7, 14 AND 15, BLOCK 1, TOGETHER WITH A PORTION OF FISHERMAN'S ALLEY, ALL IN MITCHELL'S BEACH JOHNS PASS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST WESTERLY CORNER OF LOT 14, BLOCK 1, SAID MITCHELL'S BEACH JOHNS PASS; THENCE NORTH 45°01'26" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF 129TH AVENUE, 25.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY, NORTH 45°01'26" EAST, 20.76 FEET; THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY, SOUTH 90°00'00" EAST, 16.84 FEET; THENCE SOUTH 45°00'00" EAST, 4.09 FEET; THENCE SOUTH 00°00'00" EAST, 9.43 FEET; THENCE SOUTH 45°00'00" EAST, 72.00 FEET; THENCE NORTH 45°00'00" EAST, 1.33 FEET; THENCE SOUTH 45°00'00" EAST, 71.33 FEET; THENCE SOUTH 45°00'00" WEST, 1.33 FEET; THENCE SOUTH 44°59'56" EAST, 48.68 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF BOARDWALK PLACE, ALSO KNOWN AS 128TH AVENUE; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY, SOUTH 45°01'26" WEST, 12.00 FEET; THENCE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY, NORTH 44°59'56" WEST, 46.67 FEET; THENCE NORTH 45°00'00" EAST, 1.33 FEET; THENCE NORTH 45°00'00" WEST, 75.33 FEET; THENCE SOUTH 45°00'00" WEST, 1.33 FEET; THENCE NORTH 45°00'00" WEST, 74.84 FEET; THENCE NORTH 00°00'00" EAST, 2.17 FEET; THENCE NORTH 90°00'00" WEST; 21.97 FEET; THENCE NORTH 45°00'00" WEST, 0.76 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 2,735 SQUARE FEET OR 0.063 ACRE, MORE OR LESS.

LINE TABLE

LINE	BEARING	LENGTH
L1	N45°01'26"E	25.31'
L2	N45°01'26"E	20.76'
L3	S90°00'00"E	16.84'
L4	S45°00'00"E	4.09'
L5	S00°00'00"E	9.43'
L6	S45°00'00"E	72.00'
L7	N45°00'00"E	1.33'
L8	S45°00'00"E	71.33'
L9	S45°00'00"W	1.33'
L10	S44°59'56"E	48.68'
L11	S45°01'26"W	12.00'
L12	N44°59'56"W	46.67'
L13	N45°00'00"E	1.33'
L14	N45°00'00"W	75.33'
L15	S45°00'00"W	1.33'
L16	N45°00'00"W	74.84'
L17	N00°00'00"E	2.17'
L18	N90°00'00"W	21.97'
L19	N45°00'00"W	0.76'

### SURVEYOR'S CERTIFICATION:

I, DENNIS J. EYRE, THE SURVEYOR IN RESPONSIBLE CHARGE, HEREBY CERTIFY THAT THIS SKETCH IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. SKETCH 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: MARCH 27, 2026

NAME AND ADDRESS OF THE PREPARER:

THIS IS NOT A BOUNDARY SURVEY

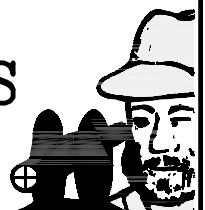
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<i>SHEET 2 of 2</i>
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GEODATA SYSTEMS INC. D/B/A  
**GEODATA SERVICES**

1166 KAPP DRIVE  
CLEARWATER, FL 33765  
PHONE: (727) 447-1763

LB 7466



**EXHIBIT G**  
**Fisherman's Alley Garage Access Agreement**

*See attached.*

PREPARED BY AND RETURN TO:  
Macfarlane, Ferguson & McMullen, P.A.  
Brian J. Aungst, Jr., Esq.  
625 Court Street, Suite 200  
Clearwater, Florida 33756

**FISHERMAN’S ALLEY GARAGE ACCESS AGREEMENT**

THIS FISHERMAN’S ALLEY GARAGE ACCESS AGREEMENT (the “*Agreement*”) is dated this \_\_\_\_ day of \_\_\_\_\_, 2026, and is made by JPV HOTEL PROPERTY, LLC, a Florida limited liability company, whose address for notice purposes is 101 150th Avenue, Madeira Beach, Florida 33708 (“*Grantor*”), in favor of Pinellas County Parcel Identification Numbers 15-31-15-58320-001-0010 and 15-31-15-97848-002-0020, whose respective addresses are 224 Boardwalk Place E, Madeira Beach, Florida 33708 and 12801 East End Lane, Madeira Beach, Florida 33708 (collectively, the “*Parcel Owners*”) and, specifically with regard to the public parking spaces referenced herein, in favor of the City of Madeira Beach, Florida, a municipal corporation of the State of Florida (the “*City*”).

WHEREAS, the Grantor and the City of Madeira Beach entered into that certain Development Agreement for the John’s Pass Village Resort development project (the “*JPV Resort*”) dated \_\_\_\_\_, 202\_\_, and recorded \_\_\_\_\_, 202\_\_ in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Pinellas County, Florida (the “*Development Agreement*”). Further, the City approved a Site Plan for the JPV Resort and the Site Plan contemplate the Grantor granting an easement for private access over certain land owned by the Grantor; and

WHEREAS, the Grantor is the owner of the real property located in Pinellas County, Florida, more particularly described in Exhibit "A" attached hereto (the “*JPV Property*”), and the real property more particularly described in Exhibit "B" attached hereto (the “*Easement Area*”). The Easement Area is a part of the JPV Property and is a private garage constructed on what is commonly known as Fisherman’s Alley; and

WHEREAS, the JPV Property is intended to be developed for use as a hotel, retail, restaurant, and event space with exterior landscaping and hardscaping, and as part of that development, the Easement Area is intended to be improved as a garage on the area commonly known as Fisherman’s Alley; and

WHEREAS, the Grantor has agreed to provide ninety-two (92) public parking spaces at specific limited hourly rates within the parking garage constructed on the area commonly known as Fisherman’s Alley; and

WHEREAS, the Grantor has agreed to grant to the Parcel Owners a non-exclusive easement for access across, over and upon the Easement Area for private pedestrian and bicycle access, subject to the other and further terms of this Easement Agreement..

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement for Private Access to Extension of Pelican Lane. The Grantor hereby declares and grants for the benefit and in favor of the Parcel Owners, a perpetual, non-exclusive easement over, across and upon the Easement Area for vehicular, pedestrian, and bicycle use and access by the Parcel Owners and their invitees commencing as described hereafter.

2. Memorialization of Public Parking Spaces and Rates. Grantor hereby declares and grants for the benefit of the public dedication of ninety-two (92) parking spaces within the parking garage constructed on the JPV Property which will be offered to the general public at a rate which is the higher of \$5.50 per hour or \$1.00 more than the average rate being offered by the City of Madeira Beach within the John's Pass Village Activity Center.

3. Use of Easement Area. The Easement Area shall be used solely as a privately-maintained garage on property commonly known as Fisherman's Alley, and for no other purpose. No structures shall be constructed, erected or placed, whether temporarily or permanently, upon the surface of the Easement Area that would materially impair the normal operation or use of the Easement Area for garage purposes. The Easement Area may not be used by any person, firm or entity in any manner that shall, (i) violate any applicable federal, state, or local law, ordinance, regulation, or building code, or (ii) materially interfere with the intended use of the Easement Area as a garage and access facility, or (iii) in the sole opinion of the Grantor, constitute a nuisance, whether public or private.

4. Commencement of Easement. The parties acknowledge that the JPV Property is intended to be developed for use as a hotel, retail, restaurant, and event space as contemplated by the Development Agreement and the Site Plan. At the time of execution of this Agreement, the Easement Area has not been improved, and that such improvements would be constructed in conjunction with the construction of the hotel, retail, restaurant, and event space on the JPV Property. The parties agree that the easement granted herein shall commence only upon the completion of the construction of the hotel, retail, restaurant, and event space on the JPV Property within the Easement Area. The parties further agree that the easement is intended to be over, across and upon the garage that is constructed on the Easement Area, and that upon completion of construction, the Easement Area shall be considered the garage where it is located and as it may be aligned from time to time.

5. Easement Area Owned by Grantor. The City acknowledges that the Easement Area is owned by the Grantor and nothing in this Agreement shall be construed so as to create any ownership interest in the Easement Area by the City, the public, or any person, firm or entity other than the Grantor. The easement granted herein provides for the Parcel Owners to have the right to use the Easement Area as a garage, but is not intended as a conveyance, dedication or other transfer of the Easement Area for public ownership or otherwise. The Grantor shall have the right to use the Easement Area in any manner as determined by the Grantor so long as such use shall not materially interfere with the use of the Easement Area by the Parcel Owners in accordance with

this Agreement. The City shall have no authority to construct or install anything on or in the Easement Area, and shall have no authority to regulate or grant any other right for the use of the Easement Area beyond what is granted herein by the Grantor except as may be necessary for the enforcement of applicable laws, ordinances, and public safety regulations, and nothing herein shall be interpreted to limit the City's governmental or police powers with respect to the Easement Area. The Grantor shall not construct or install anything on the Easement Area that would materially interfere with the Parcel Owners' use of the Easement Area as contemplated by this Agreement.

6. Maintenance of Easement Area. The Grantor shall be responsible, at the Grantor's sole cost, for the maintenance and repair of the Easement Area and any improvements constructed thereon from time to time and shall maintain the Easement Area in a safe, clean, and good condition consistent with its intended use for vehicular, pedestrian, and bicycle access. The Grantor reserves the right to from time to time repair and/or replace the roadway with materials different from those in its original construction as long as such different materials comply with the City's building regulations in effect at the time of such repair or replacement.

7. Covenant Running With the Land. This Agreement shall constitute a covenant running with the land of the JPV Property and the Easement Area, and shall be binding on and shall inure to the benefit of the parties and their successors and assigns; provided, however, that the Grantor may not assign any or all of its rights or obligations under this Agreement independent of the conveyance of title to the JPV Property.

8. Jurisdiction and Venue. This Agreement shall be construed using the laws of the State of Florida. No amendment or other change to this Agreement shall be effective unless or until the same shall be in writing and executed by both parties. Time is of the essence of this Agreement. Venue for any litigation concerning the enforcement or interpretation of this Agreement shall be Pinellas County, Florida, and each party hereby waives any right it may have to insist on venue in any other location. No failure to enforce any obligation under this Agreement on any occasion shall constitute a waiver of the right to enforce such obligation in the future. The parties are each represented by legal counsel prior to the execution of this Agreement, and the terms of this Agreement shall not be construed in favor of or against either party. In connection with any litigation concerning the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to recover its court costs and reasonable attorney's fees at all trial and appellate levels.

[Signature Page Page(s) to Follow]

[Rest of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

In The Presence Of:

JPV HOTEL PROPERTY, LLC, a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
William F. Karns, its Manager

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ by WILLIAM F. KARNS, as Manager of JPV Hotel Property, 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)

CITY OF MADEIRA BEACH

By: \_\_\_\_\_  
Michael Helfrich, City Manager

Attest:

By: \_\_\_\_\_  
Clara VanBlargan, City Clerk

Countersigned:

By: \_\_\_\_\_  
Anne-Marie Brooks, Mayor

Approved as to Form:

By: \_\_\_\_\_  
Thomas J. Trask, Esq., City Attorney

EXHIBIT A  
JPV Property Description

LOTS 2 THROUGH 9 AND LOTS 14 THROUGH 20, BLOCK 1, MITCHELL'S BEACH  
JOHNS PASS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT  
BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

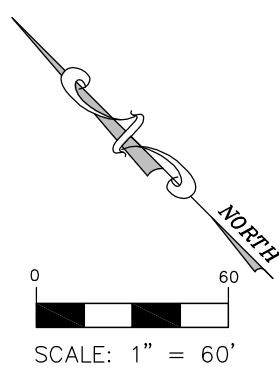
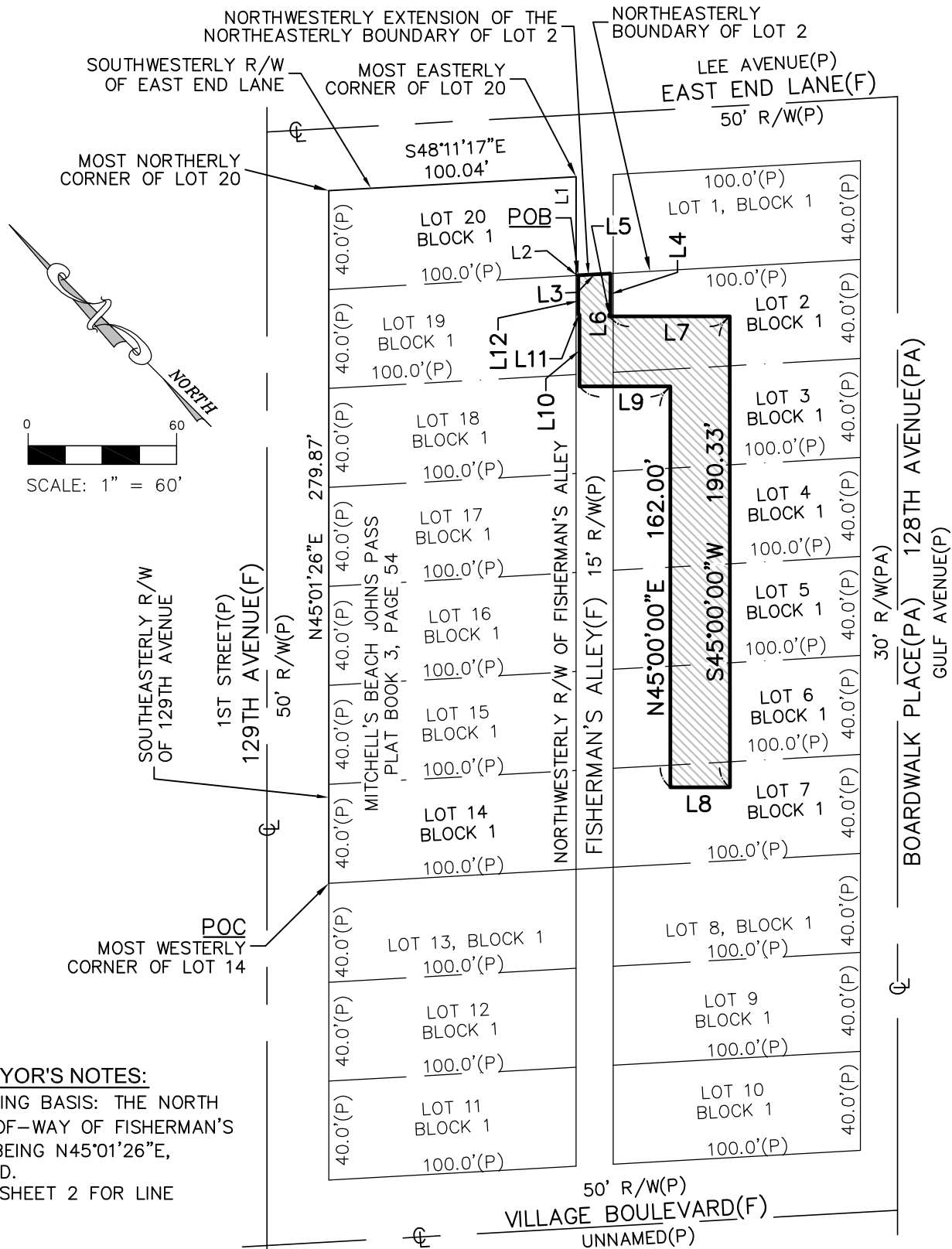
EXHIBIT B  
Easement Area

*See attached.*

# SKETCH-OF-LEGAL

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

## GARAGE ACCESS AGREEMENT



**SURVEYOR'S NOTES:**

1. BEARING BASIS: THE NORTH RIGHT-OF-WAY OF FISHERMAN'S ALLEY BEING N45°01'26"E, ASSUMED.
2. SEE SHEET 2 FOR LINE TABLE.

THIS IS NOT A BOUNDARY SURVEY

NAME AND ADDRESS OF THE PREPARER:

DRAWN BY: HW
CHECKED BY: D.J.E.
DATE: MARCH 24, 2026
SCALE: 1"=60'
SHEET 1 of 2
W.O. 6330.F

<b>ABBREVIATION LEGEND:</b>	
(F)	= Field Data
(P)	= Data per Plat
(PA)	= Data per Property Appraiser
POB	= Point of Beginning
POC	= Point of Commencement
R/W	= Right-of-Way
☉	= Centerline

GEODATA SYSTEMS INC. D/B/A  
**GEODATA SERVICES**  
 1166 KAPP DRIVE  
 CLEARWATER, FL 33765  
 PHONE: (727) 447-1763

LB 7466

# SKETCH—OF—LEGAL

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

## GARAGE ACCESS AGREEMENT

### LEGAL DESCRIPTION:

A PORTION OF LOTS 2, 3, 4, 5, 6 AND 7, BLOCK 1, TOGETHER WITH A PORTION OF FISHERMAN'S ALLEY, ALL IN MITCHELL'S BEACH JOHNS PASS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST WESTERLY CORNER OF LOT 14, BLOCK 1, SAID MITCHELL'S BEACH JOHNS PASS; THENCE NORTH 45°01'26" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF 129TH AVENUE, 279.87 FEET TO THE MOST NORTHERLY CORNER OF LOT 20, BLOCK 1, SAID MITCHELL'S BEACH JOHNS PASS; THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY, SOUTH 48°11'17" EAST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF EAST END LANE, 100.04 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 20; THENCE LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY, SOUTH 45°01'26" WEST ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF SAID FISHERMAN'S ALLEY, 39.92 FEET; THENCE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY SOUTH 48°11'17" EAST, ALONG THE NORTHWESTERLY EXTENSION OF THE NORTHEASTERLY BOUNDARY OF SAID LOT 2, 0.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHWESTERLY EXTENSION, SOUTH 48°11'17" EAST, 13.02 FEET; THENCE LEAVING SAID NORTHWESTERLY EXTENSION, SOUTH 45°00'00" WEST, 16.62 FEET; THENCE NORTH 45°00'00" WEST, 0.50 FEET; THENCE SOUTH 45°00'00" WEST, 0.67 FEET; THENCE SOUTH 45°00'00" EAST; 48.67 FEET; THENCE SOUTH 45°00'00" WEST, 190.33 FEET; THENCE NORTH 45°00'00" WEST, 24.00 FEET; THENCE NORTH 45°00'00" EAST, 162.00 FEET; THENCE NORTH 45°00'00" WEST, 36.67 FEET; THENCE NORTH 45°00'00" EAST, 29.00 FEET; THENCE NORTH 45°00'00" WEST, 0.50 FEET; THENCE NORTH 45°00'00" EAST, 15.90 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 5,826 SQUARE FEET OR 0.134 ACRE, MORE OR LESS.

LINE TABLE

LINE	BEARING	LENGTH
L1	S45°01'26"W	39.92'
L2	S48°11'17"E	0.87'
L3	S48°11'17"E	13.02'
L4	S45°00'00"W	16.62'
L5	N45°00'00"W	0.50'
L6	S45°00'00"W	0.67'
L7	S45°00'00"E	48.67'
L8	N45°00'00"W	24.00'
L9	N45°00'00"W	36.67'
L10	N45°00'00"E	29.00'
L11	N45°00'00"W	0.50'
L12	N45°00'00"E	15.90'

### SURVEYOR'S CERTIFICATION:

I, DENNIS J. EYRE, THE SURVEYOR IN RESPONSIBLE CHARGE, HEREBY CERTIFY THAT THIS SKETCH IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. SKETCH 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: MARCH 27, 2026

THIS IS NOT A BOUNDARY SURVEY

NAME AND ADDRESS OF THE PREPARER:

DRAWN BY: HW

CHECKED BY: D.J.E.

DATE: MARCH 24, 2026

SHEET 2 of 2

W.O. 6330.F

#### ABBREVIATION LEGEND:

(F) = Field Data  
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GEODATA SYSTEMS INC. D/B/A

# GEODATA SERVICES

1166 KAPP DRIVE  
CLEARWATER, FL 33765  
PHONE: (727) 447-1763

LB 7466



**EXHIBIT H**  
**Impact Fees**

**Beach**

<b>Existing or Proposed</b>	<b>MUNICIPAL FACILITIES CATEGORY OR CLASS</b>	<b>Fee Rate</b>	<b>Building Area (Square Feet)</b>	<b>Total Fee</b>
Proposed	Culture & Recreation	\$8.23	126,968	\$1,044,946.64
Proposed	Public Safety	\$0.42	126,968	\$53,326.56
<b>Total Proposed:</b>				<b>\$1,098,273.20</b>
Existing	Culture & Recreation	\$8.23	3,124	\$25,710.52
Existing	Public Safety	\$0.42	3,124	\$1,312.08
<b>Total Existing:</b>				<b>\$27,022.60</b>
<b>Final Total:</b>				<b>\$1,071,250.60</b>

**Pinellas**

<b>Proposed or Existing</b>	<b>Land Use Type</b>	<b>Unit</b>	<b>Fee Per Unit</b>	<b>Total Units</b>	<b>Total Fee</b>
Proposed	Resort Hotel	1 Hotel Room	\$3,208	87	\$279,096
Proposed	Quality Restaurant	1000 square feet	\$7,942	3,350	\$26,605.70
Proposed	General Commercial: Under 100,000 sq. ft	1000 square feet	\$3,396	7,550	\$25,639.80
<b>Total:</b>					<b>\$331,342</b>
Existing	General Commercial: Under 100,000 sq. ft	1000 square feet	\$3,396	3,124	\$10,609.10
<b>Total:</b>					<b>\$320,732.40</b>