



**TECHNICAL REVIEW COMMITTEE MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

**Notice of Public Meeting
Technical Review Committee**

**Community Development Department TRC Room
155 Corey Avenue, City Hall, St. Pete Beach, FL 33706**

Wednesday, June 17, 2026
2:00 PM

Regular Meeting Agenda

This is an informal meeting between City staff and the applicant(s). The public is invited to attend, however no public comment shall be permitted.

Discussion Items

- 1. Conditional Use Permit No. 26107: 3815, 3855, 3859, & 3861 Gulf Boulevard [Parcel #s 07-32-16-18143-001-0010, 07-32-16-18143-001-0020, 07-32-16-07398-001-0170, 07-32-16-07398-001-0230]**

Jack Bodziak for Kevin Bowden of MIRAMAR PROPERTY HOLDINGS LLC, tenant for SUNGOLD LLC, owner, requests a conditional use permit for an off-premise unimproved (grass and shell) parking lot containing 220 parking spaces, pursuant to Land Development Code Sec. 42.4.(e) and 23.7.(a)(1). Zoning of Bayou Residential within the Gulf Boulevard Redevelopment District.

Next Meeting: July 8, 2026

**TECHNICAL REVIEW COMMITTEE MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Conditional Use Permit No. 26107: 3815, 3855, 3859, & 3861 Gulf Boulevard [Parcel #s 07-32-16-18143-001-0010, 07-32-16-18143-001-0020, 07-32-16-07398-001-0170, 07-32-16-07398-001-0230]

Action Request:

Strategic Objective:

Date: June 17, 2026

Prepared By: Brandon Berry, Senior Planner

Through: Laura Canary, Community Development Director

Summary of Issue: Jack Bodziak for Kevin Bowden of MIRAMAR PROPERTY HOLDINGS LLC, tenant for SUNGOLD LLC, owner, requests a conditional use permit for an off-premise unimproved (grass and shell) parking lot containing 220 parking spaces, pursuant to Land Development Code Sec. 42.4.(e) and 23.7.(a)(1). Zoning of Bayou Residential within the Gulf Boulevard Redevelopment District.

Funding:

Attachments:

1. Application
2. Parking Plan
3. Survey
4. Lease Agreement



INFORMATION ON THE CONDITIONAL USE

What is a Conditional Use? A conditional use is a use that has operational, physical and other characteristics that may be different from those of the predominant permitted uses in a zoning district, but which is a use that compliments or may otherwise be compatible with the intended overall development within a district, provided the specified standards are met.

How do I apply for a Conditional Use? An applicant for conditional use must submit the following documents to the Community Development Department, based on the type of project proposed.

All Conditional Use Permits

- A complete and signed application. Incomplete applications will not be processed and will be returned. As such, all applicants are **STRONGLY ENCOURAGED** to meet with Community Development staff prior to submission deadlines to discuss plan submissions and the review process. Appointments can be made by calling 727.363.9229.
- A completed and signed agent authorization form if someone else will be representing the property owner at the public hearing.
- An accurate, legible, and appropriately scaled survey of the property including all existing improvements. The survey shall have been performed not more than one (10) years prior to the date of application and not less than two (2) 11"x17" copies of the survey are required for submittal. If improvements have been made to or altered on the property since the survey was performed, a new survey must be performed. Please note that an ALTA/ACSM survey completed within the past year must be submitted with application for a site plan if the conditional use permit request is approved. Applicants may wish to consider having an ALTA/ACSM survey performed at this stage to avoid unnecessary revisions during site plan submittal.
- Two scaled conceptual site plans depicting the request. The site plans can be sized from 8.5"x11" to a maximum of 24"x36" in size. These drawings are necessary to assist staff and the BOA or City Commission in the review of the request. The site plans shall contain a matrix showing the site's preliminary compliance with the zoning district's dimensional and area requirements, which can be found in the Land Development Code (LDC) under the property's zoning district. The matrix shall have a column listing the LDC requirements for setbacks, density (where applicable), intensity/FAR (where applicable), minimum lot area (where applicable) impervious surface ratio, and parking, with an additional column demonstrating how the plan will comply with those standards.
- When the application involves new building construction, additions or expansions, new placement of parking, a change of use, or other construction that triggers heightened landscaping requirements in LDC Sec. 22.7., 22.8, or 39.10, a preliminary landscaping plan shall be submitted that references the LDC requirement(s) for the affected area(s) of the site and the installation of landscaping to meet such requirement(s). The plan may show specific species, caliper and planting height if known, or provide a schedule of landscaping to be installed if the conditional use permit request is approved.

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- Cash or check made payable to the City of St. Pete Beach for the amount of the application plus mailing fees. The application fee is \$500. The mailing fee can be calculated for you when you turn in your application, or you can calculate it yourself by searching for your property on the Pinellas County Property Appraiser's office website (www.pcpao.gov), clicking on radius search at the top of the page, typing in 500 feet for the radius, and multiplying the number of properties times the current stamp price plus \$0.20.
- A completed Sign Posting Affidavit.
- Completed and filed lobbyist registration form(s), if relevant. Please submit these forms to the St. Pete Beach City Clerk's Office.
- Staff may request additional information, if necessary.

Applications for New Buildings, Expansions or Additions

In addition to the elements above, the following is required of all conditional use permits involving new building construction, or expansion of an existing building. This list is not comprehensive, and additional requests may be made to assess compatibility of the request with the Comprehensive Plan and Land Development Code.

- Elevations showing all sides of the building, in color, noting the following:
 - Height from grade to the top of the roof and top of the highest element of the structure, inclusive of elevator shaft overruns, antennae, mechanical equipment, covered rooftops, and similar non-habitable spaces.
 - Height from Base Flood Elevation to the top of the roof and top of the highest element of the structure.
 - For properties in the Community Redevelopment District, preliminary notation demonstrating the ability of the new building or addition to comply with the design objectives of LDC Sec. 39.7. and 39.8.
 - For properties in the Downtown Redevelopment District, preliminary notation demonstrating the ability of the new building or addition to comply with the design objectives of LDC Sec. 39.3, 39.7, and 39.8.
- When the project takes place within the Community Redevelopment District, a site plan shall be submitted noting the following. This can be depicted on the site plan required under the prior section if legible, or as a separate plan.
 - Streetscape and site design elements of LDC Sec. 39.10., 39.11., and 39.12., as well as LDC Sec 39.15. when the development abuts single-family, two-family, RU-1, or RU-2 zoned properties.
 - In addition to the preceding, any new buildings or additions within the Downtown Redevelopment District shall note compliance with the relevant elements of LDC Sec. 39.3. and 39.4. (where applicable).
- When the project is estimated to generate 51 or more peak hour trips based on the latest Institute of Transportation Engineers Parking Generation Manual or other professionally-accepted estimates, the applicant shall submit a transportation study methodology and draft transportation management plan (TMP) for review if requested by the City. Projects estimated to generate more than 300 peak hour trips are required to submit a transportation study methodology and TMP for review. Methodologies shall contain a table showing the expected traffic impact at peak hour for the new development.
- When the new building or addition exceeds 5,000 square feet, at least one rendering shall be provided showing the frontage of the building facing any public thoroughfare, and the rear of any building facing a public waterway or the beach. If the development site cannot be captured in one rendering, additional renderings shall be required to depict the new building(s) or addition(s) within the context of the entire development site.

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- When the development is in the Community Redevelopment District and proposes a new building or is undergoing major renovation, an explanation of how the development will comply with the requirements of LDC Sec. 39.9.
- When the development is a multi-building project, or one with multiple uses in the same building, a preliminary site layout plan shall be provided identifying the uses provided within each building or portion thereof.
- A preliminary sign permit package, showing any proposed new signage for the property.

Applications for New and Expanded Temporary Lodging Developments

In addition to the elements in the preceding two sections, any new or expanded temporary lodging use shall provide the following. This list is not comprehensive, and additional requests may be made to assess compatibility of the request with the Comprehensive Plan and Land Development Code.

- Demonstration of compliance with the floor area standard of LDC Sec. 6.6.
- For properties in the Community Redevelopment District, demonstration of compliance with LDC Sec. 39.6.
- For large scale redevelopment projects in the Community Redevelopment District, site plan references to required beach walks, mean high water line easements, and any other public easement proffered under the development request.
- For large scale redevelopment projects in the Community Redevelopment District that contain at least one building exceeding 50 feet, a shade study at the equinox and solstices, showing at least one morning, afternoon and evening rendering.
- A to-scale dune installation or maintenance plan, where required.

Can I ask for Variance with my Conditional Use application? It is not uncommon for projects that require conditional use approval to also seek variance approvals. The City Commission is authorized to hear both types of request at the same time. Accordingly, variance requests may be included as part of the Conditional Use request. An additional application form is included in this packet for this purpose.

Who decides if the Conditional Use should be granted? The City Commission is authorized to hear and make final determinations on all conditional use requests. Conditional use applications may also include variance requests as part of a conditional use application. In those cases, the City Commission also makes the final determination.

What is the City Commission and when do they meet? The City Commission is the elected body of officials who have overall responsibility for establishing policies and procedures for the operations of the City of St. Pete Beach. The Commission meetings are normally held two times a month on the second and fourth Tuesday at 6:00pm, in the City Commission Chambers at 155 Corey Avenue (City Hall).

What do I do after my Conditional Use is granted? You will receive a notice from the City immediately following your hearing. This notice is called a Development Order (DO) and it will summarize the results of the hearing including the decision to deny, approve, or approve with conditions. If approved, the owner/applicant will have one (1) year from the date the development order is signed to obtain a building permit for the proposed work. The permit must remain active during the life of the project. If a permit is not obtained within a year or if a permit does not remain active, the conditional use will expire.

What happens if my approved Conditional Use is appealed? Although rare, sometimes a neighbor or other affected party will appeal the Commission decision to the Circuit Court. Any such appeal must be taken within 30-days from the date of the decision. Should this occur, the City is normally removed from the appeal process and has

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no control over the timeframe or decision of the Court. The one-year timeframe for permit issuance noted above would begin from the Court's final decision date provided the applicant has properly advised the City of said appeal.

What can I do if my Conditional Use is not granted? You may correct your plans to meet current code requirements or you may file an appeal to the Pinellas County Circuit Court with 30-days of the final decision.

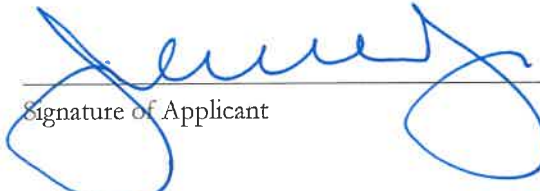
How are my application fees used? The application fee is primarily used to cover staff review costs. A conditional use application will typically involve reviews from multiple City agencies and may include County, State, or even Federal reviews depending on the nature of the request. All conditional use applications are required to be properly advertised and require notification to adjacent property owners. The mailing fees are used offset the cost incurred in meeting these requirements including the preparation of a legal ad and mailing costs associated to adjacent property owner notice. The City shall re-advertise a request, at no expense to the applicant, if a scheduled application is not heard due to an error by the City (i.e. lack of a quorum). Otherwise, the applicant will be responsible for any additional costs incurred as a result of his or her own (in)action.

CONDITIONAL USE APPLICATION

Applicants must acknowledge understanding of the following. Initial each of the statements below. If you do not understand any of these, staff will explain them to you.

- I understand that the City will not accept or process an incomplete application.
- I understand that a non-conforming use or structure in a particular zoning district does not, in any way, provide justification for the granting of a conditional use. Furthermore, the existence of a permitted use or structure in adjacent districts does not constitute grounds for a conditional use.
- On all conditional uses, a majority vote is required. Action on this application by the City Commission may be continued to a later meeting.
- I understand that if a conditional use is approved by the City Commission, the applicant is required to obtain the appropriate building permits within 1 year from the date of the decision. If no permit is obtained within 1 year, the approval from the City Commission becomes voided.
- I understand that any person aggrieved by the final decision has the right to file a petition in the Pinellas County Circuit Court within 30 calendar days after the decision. Permits for construction may be granted prior to the expiration of this 30-day period, but an appeal will be grounds for revocation of the permit.
- I understand that I, as the applicant, or my authorized representative must be present at all scheduled public meetings on the application.

After acknowledgement of these conditions, complete the application form on the following pages

 6/3/2026
Signature of Applicant Date



CONDITIONAL USE APPLICATION

Case Number: _____

PROPERTY OWNER: SUNGOLD, LLC
Name: BETH MOREAN PRES.
Address: 3618 EL CENTRO STREET
City: ST PETE BCH. State: FLA.
Zip: 33706 Telephone: AGENT 327-1966
Email: N/A

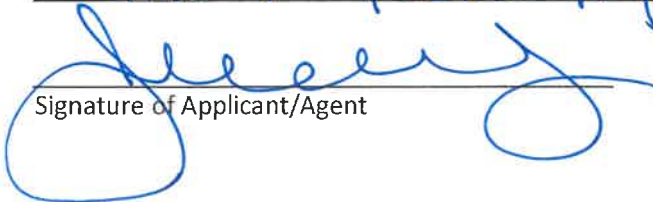
APPLICANT/AGENT (Attach agent authorization form)
Name: JOHN A. BODZIAK ARCHITECT
Address: 5665 CENTRAL AVENUE
City: ST. PETERS State: FLORIDA
Zip: 33710 Telephone: 727-327-1966
Email: JACK @ JA BODZIAK, COM

SUBJECT PROPERTY:

Address: 3815/3855/3859/3861 GULF BLVD Current Name of Business: PARKING LOT
Parcel ID: _____ Name of Project: TEMP PARKING / BOWDEN

DETAILS OF THE REQUEST, INCLUDING APPLICABLE CODE SECTIONS AND ANY ASSOCIATED CASES (Add additional sheets if necessary):

THIS IS A REQUEST TO ISSUE A CUP ~~FOR~~ FOR
THE CURRENT USE OF A TEMPORARY PARKING
LOT FOR A PERIOD OF THREE (3) YEARS
WITH PROPOSED IMPROVEMENTS PER PLAN SUBMITTED
ATTACHED



Signature of Applicant/Agent

JUNE 3, 2026
Date

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In order for an application for a conditional use to be approved or approved with conditions, the City Commission must make a positive finding with regard to each of the provisions below, pursuant to Division 4 of the City's Land Development (LDC). The applicant has the burden of proof demonstrating that the application for the conditional use complies with each of the requirements. Please explain in detail how your case meets these requirements (attach additional sheets if necessary):

1. LDC Sec 4.4(a)(1) Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan and any adopted special area plan.

THE CONDITIONAL USE PERMIT REQUESTED IN THIS SUBMITTAL IS FOR THE EXTENSION OF THE EXISTING USE, WHICH IS TEMPORARILY PARKING, WITH SIGNIFICANT SITE IMPROVEMENTS PROPOSED INCLUDING GRUSHED SHELL DEFINED DRIVE ASIDES, LANDSCAPED SETBACKS WITH IRRIGATION, DEFINED PARKING SPACES, AND SEAWALL REPLACEMENT.

THE PURCHASER WOULD LIKE SUFFICIENT TIME TO PROPERLY CONDUCT DISCUSSIONS WITH THE CITY, IN THE HOPE OF OBTAINING APPROVAL EVENTUALLY FOR A FINANCIALLY AND MUTUALLY ACCEPTABLE DEVELOPMENT PLAN WITHIN ALL CODES.

2. LDC Sec 4.4(a)(2)a-d Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential commercial and/or service facilities available within the existing area. More specifically:

THE GOAL IS TO OBTAIN APPROVAL OF A NEW PLAN OF A COMPATIBLE AND ACCEPTABLE CHARACTER, WITH CODE COMPLIANT USES AND A FINANCIALLY VIABLE AND ATTRACTIVE STRUCTURE ALSO WITHIN A CITY ACCEPTED DESIGN

- a. Whether the overall appearance and function of the area will be significantly affected consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area;

THE PRESENT OVERALL APPEARANCE AND THE CONDITIONAL USE REQUESTED ARE ONLY A TEMPORARY CUP, GIVING THE CITY AND DEVELOPER SUFFICIENT TIME TO FIND A MUTUALLY ACCEPTABLE USE AND DESIGN, THAT MEETS WITH CITY AND DEVELOPER AESTHETIC AND DESIGN STANDARDS, AND ALL APPLICABLE CODES REGULATIONS AND ZONING AS MUTUALLY AGREED TO IF POSSIBLE.

- b. Whether the application will preserve any city, state, or federally designated historic, scenic, archaeological, or cultural resources (check with Community Development to determine historic resource status);

THERE ARE NO EXISTING CITY, STATE OR FEDERALLY DESIGNATED HISTORIC, SCENIC, ARCHAEOLOGICAL, OR CULTURAL RESOURCES KNOWN TO EXIST ON THE SITE.

- c. Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale, or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features;

ADJACENT DEVELOPMENTS ARE DATED AND OLDER STRUCTURES.

THE SOUTHERN STRUCTURE ALTHOUGH OLD IS SOMEWHAT COMPLIANT WITH CURRENT CODES.

THE ADJACENT NORTHERN BUILDING IS ALSO OLDER AND SOMEWHAT DATED IN DESIGN.

- d. Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues;

THE CUP APPLICATION IS A CONTINUATION OF AN EXISTING USE AND PROPOSED A REQUEST FOR CONTINUANCE OF THAT USE ON A TEMPORARY BASIS. THE PROPOSED UPGRADES HERE-IN ONLY IMPROVE IMPACTS THAT EXIST.

3. Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety (a traffic study may be required);

THE PROPOSED TEMPORARILY CONTINUED EXISTING USE ONLY IMPROVE AND MAINTAINS SUPPORT OF EXISTING USES IN THE SURROUNDING AREAS.

4. Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely (please provide current and proposed number of parking and loading spaces);

N/A

- 5. • Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made;

WITH THE PROPOSED IMPROVEMENTS REFLECTED ON PLAN SUBMITTED HERE-TO, PUBLIC HEALTH SAFETY AND WELFARE WILL BE IMPROVED AND PRESERVED

- 6. 1 Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision of such improvements and mitigation; and,

APPLICANT IS OWNER OF THE MIRAMAR HOTEL PRESENTLY UNDER CONSTRUCTION @ 4200 GULF BLVD 110 ST. PETE BEACH, OWNS THE BEACH HAVEN PROPERTY 4980 GULF BLVD, AND OPERATES AND OWNS OTHER HOTELS IN FLORIDA AND OUT OF STATE.

- 7. The proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.

N/A

Sec. 4.12 of the Land Development Code additionally requires conditional use applications within the community redevelopment district to be evaluated upon the extent to which the applicant can demonstrate that the following issues are addressed in a manner consistent with the policies established in the community redevelopment plan for the district and that no unreasonable or disproportionately negative impacts are imposed upon adjacent or nearby properties:

- 1. Utility infrastructure, including sanitary sewer, reclaimed water, potable water, electric and natural gas services, and data transmission and telecommunication services.

N/A

- 2. Transportation infrastructure, including ingress and egress from public right-of-way, traffic control devices and signalization, internal vehicle circulation of the site, design and function of parking areas, loading and unloading areas, pedestrian transit infrastructure and amenities, and public sidewalks and roadways.

THE EXTENTION OF THIS CUP AND PROPOSED IMPROVEMENTS UPGRADE AND IMPROVES ALL ELEMENT AND SAFETY WITHIN THIS AREA OF IMPACT.

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- 3. Hydrological features and storm water management infrastructure.

LANDSCAPING, SELECTIVE TREE REMOVAL, NEW SEAWALL AND SITE GRADING PROPOSED WILL SIGNIFICANTLY IMPROVE HYDROLOGICAL FEATURES AND STORM WATER MANAGEMENT INFRASTRUCTURE.

- 4. Aesthetic and architectural features of the development, including site layout, physical dimensions of structures such as height and massing, design and appearance of building facades, exterior building materials, advertising and directional signage and the provision and maintenance of Gulf and Bay views and vistas.

N/A

- 5. Site landscaping, open space provision and impervious surface limitations.

PROPOSED SITE LAND SCAPING, OPEN SPACE PROVISIONS, AND IMPERVIOUS SURFACE LIMITATIONS WILL BE IMPROVED AND AC IMPROVED.

- 6. Operational and functional requirements of facilities, including hours of operation, provision of required services or amenities, lighting requirements, noise abatement requirements, residency limitations and facilities maintenance.

A LIGHTING PLAN OF PROPERTY WILL BE SUBMITTED TO STANDARDS MUTUALLY AGREED UPON SUBJECT TO OPERATING HOURS

- 7. Fire suppression and facility security.

N/A

8. Emergency management and hurricane evacuation provisions.

PLAN WILL BE PROVIDED FOR
APPROVAL OF CITY MEETING
ALL CITY, STATE, AND FEDERAL STANDARDS

9. For temporary lodging uses taller than 50 feet in height or a density greater than 30 units per acre, the following additional issues shall be considered:

- a. The amount of separation provided between the proposed temporary lodging use and any existing buildings on adjoining properties and resulting impact on sunlight and views; and

N/A

- b. The proximity of any adjacent residential building to the Florida Coastal Construction Control Line and the degree to which the proposed temporary lodging use and/or any accessory use or structure maintains an open view of the waterfront from neighboring properties.

N/A

Technical Review Committee Deadlines

The TRC generally meets the 1st and 3rd Wednesday of each month at 10:00am in the Community Development Department conference room. All conditional use permit applications must be reviewed by the Technical Review Committee.

Meeting Month	Application Deadline	Meeting Date
	30 days prior to meeting date	At 10:00am in the TRC room
Wednesday		
January	12/8/2025 12/22/2025	1/7/2026 1/21/2026
February	1/5/2026 1/19/2026	2/4/2026 2/18/2026
March	2/2/2026 2/16/2026	3/4/2026 3/18/2026
April	3/2/2026 3/16/2026	4/1/2026 4/15/2026
May	4/6/2026 4/20/2026	5/6/2026 5/20/2026
June	5/4/2026 5/18/2026	6/3/2026 6/17/2026
July	6/1/2026 6/15/2026	7/1/2026 7/15/2026
August	7/6/2026 7/20/2026	8/5/2026 8/19/2026
September	8/3/2026 8/17/2026	9/2/2026 9/16/2026
October	9/7/2026 9/21/2026	10/7/2026 10/21/2026
November	10/5/2026 10/19/2026	11/4/2026 11/18/2026
December	11/2/2026 11/16/2026	12/2/2026 12/16/2026

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Owner's Authorization for Agent

I/WE Kevin R. Bowden - Miramar Resort St. Pete LLC
(print name of property owner)
hereby authorize John A. Bodziak, Architect
(print name of agent)
to represent me/us in an application for CUP Application on 3815 Gulf Blvd
(type of application: variance, conditional use, zoning, etc.)

[Signature]
Signature of Owner

Signature of Owner

Kevin R. Bowden
Print Name of Owner PURCHASER

Print Name of Owner

The forgoing instrument was acknowledged before me this 3 day of June 2026 by Kevin R. Bowden who is personally known as identification. or produced

[Signature]
(Notary Signature)

6-3-2026
(Date)

My Commission Expires _____



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PUBLIC HEARING SIGN POSTING AFFIDAVIT

Applicant, John A. Bodziak, Architect, agrees to post the sign(s) in a conspicuous place, at the principal access to the property, in full view of the public, and not more than five (5) feet from the nearest street right of way or easement a minimum of seven (7) days in advance of the Public Hearing and remain in place until the requested action has been heard and decided. Multiple sign postings shall not be more than three hundred (300) feet apart. If the subject parcel(s) abut more than one (1) street, notices shall be posted along each street. When the subject parcel(s) does not front a public road, the sign shall be posted at the point on a public road by which the property is, or can be, reached.

The sign shall be maintained in good readable condition by the applicant. If the said sign is destroyed, lost, or becomes unreadable, the applicant or applicant's representative shall obtain a replacement sign. Any sign posted in accordance with these requirements shall be removed from the property and disposed of by the applicant or applicant's agent not later than 24 hours following the final decision.

Applicant/Agent (must fill out agent authorization form):

Name(print): John A. Bodziak, Architect

Address: 5665 Central Ave, St. Petersburg FL 33710

[Signature] _____ Date 6/3/2026

STATE OF FLORIDA)
) SS:
PINELLAS COUNTY)

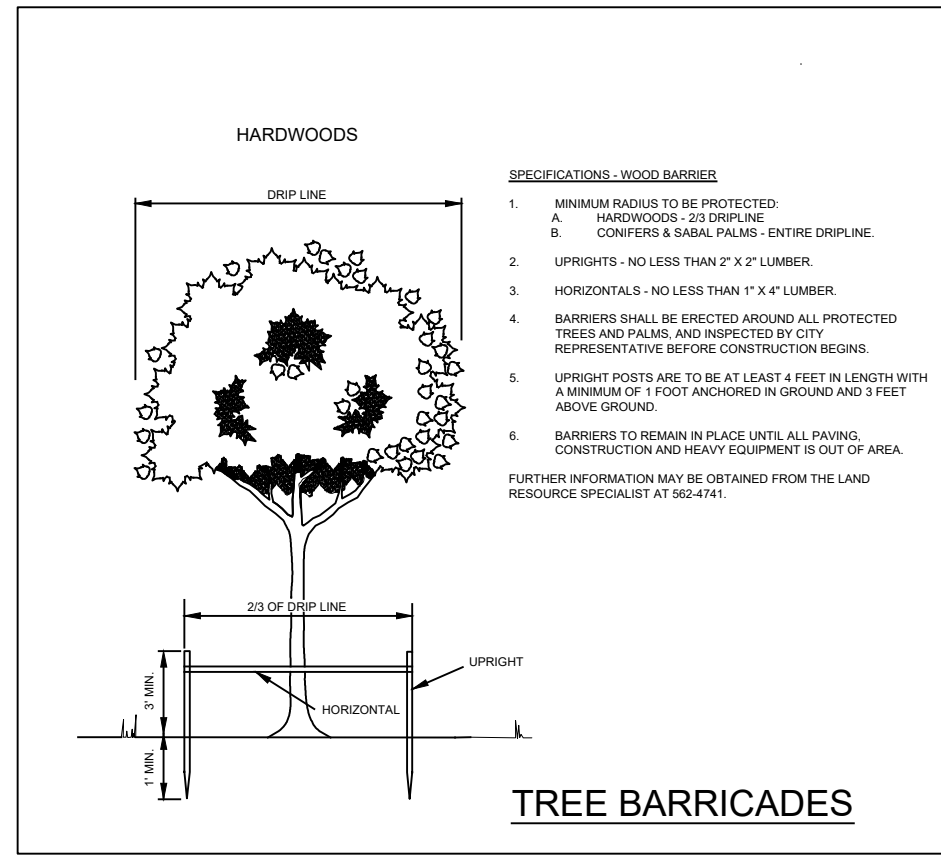
The foregoing instrument was acknowledged before me this 3 day of June 2026 by John A. Bodziak, who appeared before me, and is personally known to me, or has produced _____ as identification, and did take an oath.



[Signature]

NOTARY:
Print Name: CYNTHIA D. ARMSDEN
Notary Public, State of Florida
(Notarial Seal)

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PLANT MATERIAL LIST			
QUANTITY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS
35	OAK TREE	QUERCUS VIRGINIANA	4" DM
65	Florida Boxwood	Schoeffelia frutescens	(3 - 4.5") wida.

OR CITY ACCEPTABLE SUBSTITUTIONS

ALL AREAS AROUND PLANTS TO BE MULCHED WITH CYPRESS MULCH

PLANT LEGEND

Florida Boxwood

OAK TREE

EXISTING PALMS TREES SELECTED WILL BE RELOCATED

LANDSCAPING IRRIGATION

A LANDSCAPE IRRIGATION SYSTEM WILL BE DESIGNED AND INSTALLED TO MEET COMPLIANCE WITH PINELLAS COUNTY L.D.C CHAPTERS 138, 154, AND 166, AND THE FOLLOWING CRITERIA:

1. A SHALLOW WELL PERMIT WILL BE APPLIED FOR. OR RECLAIMED WATER IF AVAILABLE
2. LOW VOLUME DESIGN WITH NO OVER-SPRAY OF AREAS NOT REQUIRING IRRIGATION.
3. HIGH WATER DEMAND AREAS WILL BE SERVED BY A ZONE SEPARATE OF LOW DEMAND AREAS.
4. IRRIGATION CONTROLLER MUST DIFFERENTIATE BETWEEN HIGH AND LOW DEMAND AREAS.
5. IRRIGATION SYSTEM MUST BE EQUIPPED WITH RAIN SENSOR DEVICE.
6. ALL IRRIGATION LINES AND HEADS MUST MAINTAIN A MINIMUM DISTANCE OF ONE-FOOT FROM ALL STRUCTURES.

SCOPE OF WORK

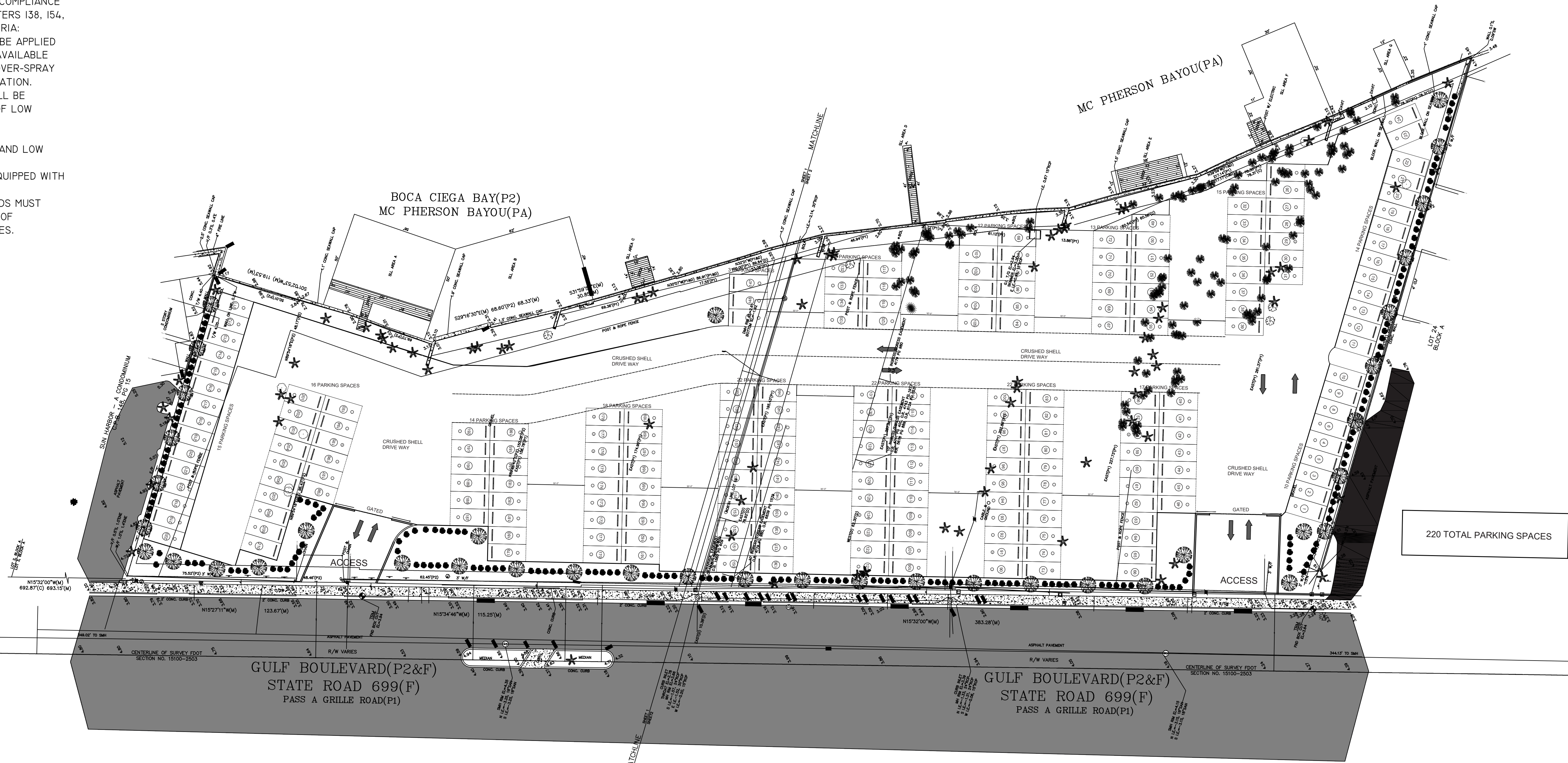
THE PROPERTY SHOWN HERE-IN IS PRESENTLY UNDER A LEASE/PURCHASE CONTRACT WITH A NEW DEVELOPER, WHO WILL BE UNDERTAKING IMPROVEMENTS, IF FEASIBLE, BASED UPON APPROVAL OF THE SUBJECT CUP APPLICATION BY THE CITY.

THIS DRAWING REPRESENTS THE PROPOSED LAYOUT OF TEMPORARY PARKING ON-SITE OF APPROXIMATELY 220 PARKING SPACES, WITH CRUSHED SHELL DRIVEWAYS AND BUMPER STOPS. EXISTING FENCES WILL BE REPAIRED AND UPDATED. SECURITY GATES WILL BE INSET TO AVOID TRAFFIC BACK-UP ON GULF BLVD.

THE AUSTRALIAN PINES, WHICH ARE NOT A FAVORABLE SPECIES, WILL BE REMOVED AND EXISTING PALM TREES SELECTED WILL BE RELOCATED.

A CODE COMPLIANT SELECTION OF TREES AND UNDERSTORY PLANTINGS, WITH IRRIGATION, WILL BE IMPLEMENTED ALONG GULF BLVD AND THE NORTH AND SOUTH PROPERTY LINES.

THE SEAWALL HAS BEEN CONTRACTED FOR REPAIR BY THE PURCHASER. CLOSING IS ALSO SUBJECT TO APPROVAL OF REASONABLE DEVELOPMENT OF IMPROVEMENTS, BY THE CITY OF ST PETE BEACH.



PARKING PLAN

SCALE: 1"=30'-0"



PROFESSIONAL STATEMENT TO THE BEST OF THIS ARCHITECT'S KNOWLEDGE, ENCLOSURE OR AS SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE MINIMUM FIRE SAFETY STANDARDS AS DETERMINED IN ACCORDANCE WITH CHAPTERS 55 AND 62, LAWS OF FLORIDA.

JOHN A. BODZIAK ARCHITECT AIA, PA. IRRIGATION SYSTEMS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE MINIMUM FIRE SAFETY STANDARDS AS DETERMINED IN ACCORDANCE WITH CHAPTERS 55 AND 62, LAWS OF FLORIDA.

REVISIONS

NO.	DATE	DESCRIPTION

MIRAMAR PROPERTY HOLDING LLC
3815, 3855, 3859 & 3861 Gulf Blvd
ST. PETE BEACH
PARKING PLAN

STATE OF FLORIDA
JOHN A. BODZIAK
ARCHITECT AIA, PA.
FLORIDA REGISTRATION NO. AR0005066
06/03/2026
REGISTERED ARCHITECT

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

JOHN A. BODZIAK
ARCHITECT AIA, PA.
ARCHITECTURE, DESIGN, AND CONSTRUCTION MANAGEMENT
FLORIDA REGISTRATION NO. AR0005066
EMAIL: JACK@JABODZIAK.COM
5665 CENTRAL AVE SAINT PETERSBURG, FLORIDA 33710
TEL: (727) 327-1986 FAX: (727) 926-0868

DRAWN BY LW
UPDATED ON Jun. 3, 26
DATE MAY - 2026
JOB PROJECT # 2022-032
SHEET # PK-1.0

NOTE THAT THIS DRAWING MAY HAVE BEEN ALTERED IN SCALE BY REPRODUCTION

W.O. 6915

ADDRESS:
VACANT LAND GULF BOULEVARD
ST. PETE BEACH, FLORIDA

LEGAL DESCRIPTION:

PARCEL I
LOTS 17 AND 18, BLOCK A, LESS THE WESTERLY 10 FEET OF EACH LOT FOR STATE ROAD DEPARTMENT RIGHT OF WAY TAKING PER OFFICIAL RECORDS BOOK 1864, PAGE 161, FIRST ADDITION TO BELLE VISTA BEACH, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 28, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PARCEL II
ALL OF LOT 19, IN BLOCK A, FIRST ADDITION TO BELLE VISTA BEACH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 28, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS AND EXCEPT THAT PART LYING WITHIN 40 FEET OF THE CENTERLINE OF GULF BOULEVARD AND LESS AND EXCEPT THAT PART DESCRIBED AS FOLLOWS:
FROM THE NORTHWEST CORNER OF SAID LOT 19, AS PLATTED, RUN EAST 10.38 FEET ALONG THE NORTH LINE OF SAID LOT 19, FOR A POINT OF BEGINNING; THENCE CONTINUE EAST 78.92 FEET ALONG SAID NORTH LINE; THENCE RUN SOUTH 0'03'23" EAST, 60.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 19; THENCE RUN WEST 62.30 FEET ALONG SAID SOUTH LINE; THENCE NORTH 15'32'00" WEST, 62.27 FEET ALONG A LINE 40 FEET EASTERLY OF MEASURED AT RIGHT ANGLES AND PARALLEL TO THE SAID CENTERLINE OF GULF BOULEVARD TO THE POINT OF BEGINNING.
TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE NORTH 10 FEET OF THE WEST 1/2 OF LOT 19, LESS THE RIGHT OF WAY FOR GULF BOULEVARD.

AND
FROM THE NORTHWEST CORNER OF SAID LOT 19, RUN EAST 10.38 FEET ALONG THE NORTH LINE OF SAID LOT 19; CONTINUE THENCE EAST 78.92 FEET ALONG SAID NORTH LINE; THENCE RUN SOUTH 0'03'23" EAST, 8.50 FEET TO THE POINT OF BEGINNING; THENCE RUN WEST 1.50 FEET; THENCE SOUTH 0'03'23" EAST, 15.00 FEET; THENCE EAST 1.50 FEET; THENCE NORTH 0'03'23" WEST, 15.00 FEET TO THE POINT OF BEGINNING BEING A PORTION OF LOT 19 IN BLOCK A, FIRST ADDITION TO BELLE VISTA BEACH, PLAT BOOK 8, PAGE 28, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

AND
THAT PART OF LOT 19, BLOCK A, FIRST ADDITION TO BELLE VISTA BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 28, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THAT PART LYING WITHIN 40 FEET OF THE CENTERLINE OF GULF BOULEVARD DESCRIBED AS FOLLOWS:
FROM THE NORTHWEST CORNER OF SAID LOT 19, AS PLATTED, RUN EAST 10.38 FEET ALONG THE NORTH LINE OF SAID LOT 19, FOR A POINT OF BEGINNING; CONTINUE THENCE EAST 78.92 FEET ALONG SAID NORTH LINE; THENCE RUN SOUTH 0'03'23" EAST, 8.50 FEET; THENCE WEST 1.50 FEET; THENCE SOUTH 0'03'23" EAST, 15.00 FEET; THENCE EAST 1/50 FEET; THENCE SOUTH 0'03'23" EAST, 36.50 FEET TO THE POINT ON THE SOUTH LINE OF SAID LOT 19; THENCE RUN WEST 62.30 FEET ALONG SAID SOUTH LINE OF SAID LOT 19; THENCE NORTH 15'32'00" WEST, 62.27 FEET ALONG A LINE OF 40 FEET EASTERLY OF MEASURED AT RIGHT ANGLES AND PARALLEL TO THE SAID CENTERLINE OF GULF BOULEVARD TO THE POINT OF BEGINNING, TOGETHER WITH A 10 FOOT EASEMENT FOR ACCESS TO BOCA CIEGA BAY OVER AND ACROSS THE SOUTH 10 FEET OF THAT PART OF SAID LOT 19, LYING EAST OF THE EAST LINE OF THE ABOVE DESCRIBED PORTION OF SAID LOT 19.

PARCEL III
LOT 20, BLOCK A, FIRST ADDITION TO BELLE VISTA BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 28, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THAT PART LYING WITHIN 40 FEET OF THE SURVEY LINE OF STATE ROAD 699, SECTION 15100 AS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 1533, PAGE 197, AS CLERK'S INSTRUMENT NO 685B, PINELLAS COUNTY RECORDS.

PARCEL IV
LOT 21, BLOCK A, FIRST ADDITION TO BELLE VISTA BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 28, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THAT PART LYING WITHIN 40 FEET OF THE SURVEY LINE OF STATE ROAD 699, SECTION 15100, AS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 1533, PAGE 197, AS CLERK'S INSTRUMENT NO. 685B, PINELLAS COUNTY RECORDS.

PARCEL V
LOT 22, BLOCK A, FIRST ADDITION TO BELLE VISTA BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 28, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THAT PART LYING WITHIN 40 FEET OF THE SURVEY LINE OF STATE ROAD 699, SECTION 15100 AS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 1533, PAGE 197, AS CLERK'S INSTRUMENT NO. 685B, PINELLAS COUNTY RECORDS.

PARCEL VI
LOTS 1 AND 2, BLOCK 1, CORAZZA SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 113, PAGE 90, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PARCEL VII
LOT 23, BLOCK A, FIRST ADDITION TO BELLE VISTA BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 28, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THAT PART THEREOF LYING WITHIN 40 FEET OF THE SURVEY LINE OF SR 699, SECTION 15100, AS IT APPEARS IN OFFICIAL RECORDS BOOK 1851, PAGE 582 AND 583, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PARCEL VIII
A PARCEL OF LAND LYING EAST OF THE EAST BOUNDARY LINE OF THE FOLLOWING PARCELS AND WEST OF THE ADJACENT SEAWALL:
LOTS 17 AND 18, BLOCK A, LESS THE WESTERLY 10 FEET OF EACH LOT FOR STATE ROAD DEPARTMENT RIGHT OF WAY TAKING PER OFFICIAL RECORDS BOOK 1864, PAGE 161, FIRST ADDITION TO BELLE VISTA BEACH, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 28, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA;

AND
ALL OF LOT 19, IN BLOCK A, FIRST ADDITION TO BELLE VISTA BEACH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 28, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS AND EXCEPT THAT PART LYING WITHIN 40 FEET OF THE CENTERLINE OF GULF BOULEVARD AND LESS AND EXCEPT THAT PART DESCRIBED AS FOLLOWS:
FROM THE NORTHWEST CORNER OF SAID LOT 19, AS PLATTED, RUN EAST 10.38 FEET ALONG THE NORTH LINE OF SAID LOT 19, FOR A POINT OF BEGINNING; THENCE CONTINUE EAST 78.92 FEET ALONG SAID NORTH LINE; THENCE RUN SOUTH 0'03'23" EAST, 8.50 FEET; THENCE WEST 1.50 FEET; THENCE SOUTH 0'03'23" EAST, 15.00 FEET; THENCE EAST 1.50 FEET; THENCE NORTH 0'03'23" WEST, 15.00 FEET TO THE POINT OF BEGINNING BEING A PORTION OF LOT 19 IN BLOCK A, FIRST ADDITION TO BELLE VISTA BEACH, PLAT BOOK 8, PAGE 28, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

AND
THAT PART OF LOT 19, BLOCK A, FIRST ADDITION TO BELLE VISTA BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 28, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THAT PART LYING WITHIN 40 FEET OF THE CENTERLINE OF GULF BOULEVARD DESCRIBED AS FOLLOWS:
FROM THE NORTHWEST CORNER OF SAID LOT 19, AS PLATTED, RUN EAST 10.38 FEET ALONG THE NORTH LINE OF SAID LOT 19, FOR A POINT OF BEGINNING; CONTINUE THENCE EAST 78.92 FEET ALONG SAID NORTH LINE; THENCE RUN SOUTH 0'03'23" EAST, 8.50 FEET; THENCE WEST 1.50 FEET; THENCE SOUTH 0'03'23" EAST, 15.00 FEET; THENCE EAST 1.50 FEET; THENCE NORTH 0'03'23" WEST, 15.00 FEET TO THE POINT OF BEGINNING BEING A PORTION OF LOT 19 IN BLOCK A, FIRST ADDITION TO BELLE VISTA BEACH, PLAT BOOK 8, PAGE 28, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

AND
FROM THE NORTHWEST CORNER OF SAID LOT 19, RUN EAST 10.38 FEET ALONG THE NORTH LINE OF SAID LOT 19; CONTINUE THENCE EAST 78.92 FEET ALONG SAID NORTH LINE; THENCE RUN SOUTH 0'03'23" EAST, 8.50 FEET TO THE POINT OF BEGINNING; THENCE RUN WEST 1.50 FEET; THENCE SOUTH 0'03'23" EAST, 15.00 FEET; THENCE EAST 1.50 FEET; THENCE NORTH 0'03'23" WEST, 15.00 FEET TO THE POINT OF BEGINNING BEING A PORTION OF LOT 19 IN BLOCK A, FIRST ADDITION TO BELLE VISTA BEACH, PLAT BOOK 8, PAGE 28, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

AND
THAT PART OF LOT 19, BLOCK A, FIRST ADDITION TO BELLE VISTA BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 28, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THAT PART LYING WITHIN 40 FEET OF THE CENTERLINE OF GULF BOULEVARD DESCRIBED AS FOLLOWS:
FROM THE NORTHWEST CORNER OF SAID LOT 19, AS PLATTED, RUN EAST 10.38 FEET ALONG THE NORTH LINE OF SAID LOT 19, FOR A POINT OF BEGINNING; CONTINUE THENCE EAST 78.92 FEET ALONG SAID NORTH LINE; THENCE RUN SOUTH 0'03'23" EAST, 8.50 FEET; THENCE WEST 1.50 FEET; THENCE SOUTH 0'03'23" EAST, 15.00 FEET; THENCE EAST 1.50 FEET; THENCE NORTH 0'03'23" WEST, 15.00 FEET TO THE POINT OF BEGINNING BEING A PORTION OF LOT 19 IN BLOCK A, FIRST ADDITION TO BELLE VISTA BEACH, PLAT BOOK 8, PAGE 28, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

AND
FROM THE NORTHWEST CORNER OF SAID LOT 19, RUN EAST 10.38 FEET ALONG THE NORTH LINE OF SAID LOT 19; CONTINUE THENCE EAST 78.92 FEET ALONG SAID NORTH LINE; THENCE RUN SOUTH 0'03'23" EAST, 8.50 FEET TO THE POINT OF BEGINNING; THENCE RUN WEST 1.50 FEET; THENCE SOUTH 0'03'23" EAST, 15.00 FEET; THENCE EAST 1.50 FEET; THENCE NORTH 0'03'23" WEST, 15.00 FEET TO THE POINT OF BEGINNING BEING A PORTION OF LOT 19 IN BLOCK A, FIRST ADDITION TO BELLE VISTA BEACH, PLAT BOOK 8, PAGE 28, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

AND
LOT 20, BLOCK A, FIRST ADDITION TO BELLE VISTA BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 28, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THAT PART LYING WITHIN 40 FEET OF THE SURVEY LINE OF STATE ROAD 699, SECTION 15100 AS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 1533, PAGE 197, AS CLERK'S INSTRUMENT NO 685B, PINELLAS COUNTY RECORDS;

AND
LOT 21, BLOCK A, FIRST ADDITION TO BELLE VISTA BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 28, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THAT PART LYING WITHIN 40 FEET OF THE SURVEY LINE OF STATE ROAD 699, SECTION 15100, AS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 1533, PAGE 197, AS CLERK'S INSTRUMENT NO. 685B, PINELLAS COUNTY RECORDS;

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LOT 23, BLOCK A, FIRST ADDITION TO BELLE VISTA BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 28, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THAT PART THEREOF LYING WITHIN 40 FEET OF THE SURVEY LINE OF SR 699, SECTION 15100, AS IT APPEARS IN OFFICIAL RECORDS BOOK 1851, PAGE 582

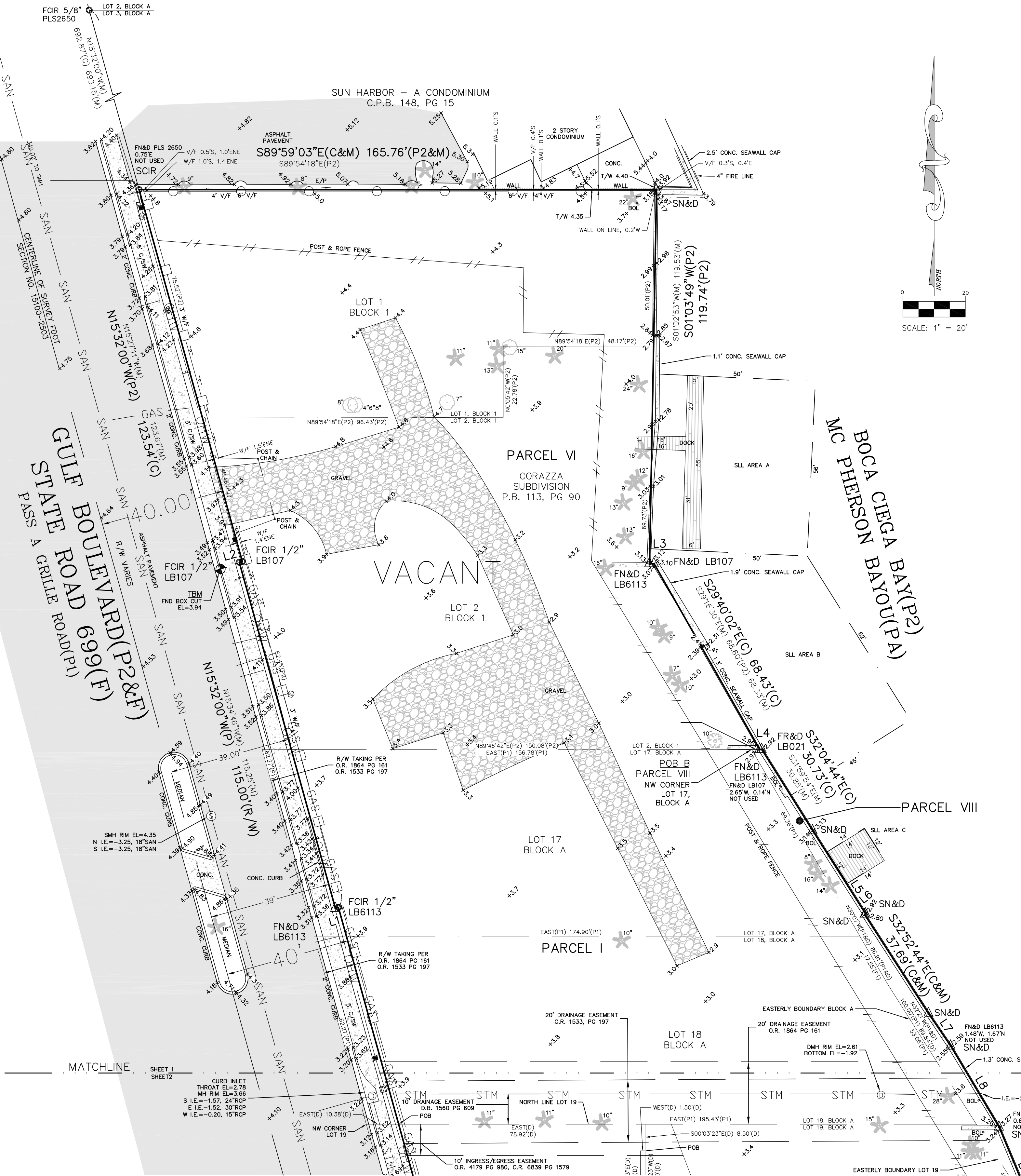
BEING FURTHER DESCRIBED AS FOLLOWS
LAND LYING EAST OF LOTS 17, 18, 19, 20, 21, 22 AND 23, ALL IN BLOCK A, FIRST ADDITION TO BELLE VISTA BEACH, AS PER PLAT BOOK 8, PAGE 28, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND WEST OF THE ADJACENT SEAWALL BEING FURTHER DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHEAST CORNER OF LOT 23, SAID BLOCK A, FOR A POINT OF BEGINNING A; THENCE ALONG THE EASTERLY BOUNDARY OF SAID BLOCK A FOR THE FOLLOWING 2 COURSES: NORTH 39°59' WEST 217.17 FEET, NORTH 11°00' WEST 87.80 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID LOT 19 ON THE SEAWALL; THENCE ALONG SAID SEAWALL FOR THE FOLLOWING 15 COURSES: SOUTH 23°05'44" EAST 15.01 FEET, NORTH 66°35'46" EAST 0.41 FEET, SOUTH 23°32'52" EAST 28.33 FEET, SOUTH 21°53'17" EAST 18.49 FEET, SOUTH 18°44'55" EAST 18.49 FEET, SOUTH 32°28'40" EAST 22.37 FEET, SOUTH 30°36'35" EAST 22.37 FEET, SOUTH 30°00'07" EAST 24.63 FEET, SOUTH 41°57'15" EAST 11.89 FEET, SOUTH 41°16'40" EAST 11.89 FEET, SOUTH 40°15'55" EAST 17.83 FEET, SOUTH 38°21'51" EAST 17.83 FEET, SOUTH 38°14'04" EAST 18.68 FEET, SOUTH 40°35'39" EAST 44.99 FEET, SOUTH 38°12'33" EAST 32.80 FEET TO A POINT ON THE SOUTH BOUNDARY LINE EXTENDED OF SAID LOT 23; THENCE LEAVING SAID SEAWALL AND ALONG SAID SOUTH BOUNDARY LINE EXTENDED, NORTH 90°00'00" WEST 9.13 FEET BACK TO THE POINT OF BEGINNING.

AND
BEGIN AT THE NORTHEAST CORNER OF LOT 17, SAID BLOCK A, FOR A POINT OF BEGINNING B; THENCE ALONG THE NORTH BOUNDARY LINE EXTENDED OF SAID LOT 17 NORTH 90°00'00" EAST 3.29 FEET TO A POINT ON THE SEAWALL; THENCE LEAVING SAID NORTH LINE EXTENDED AND ALONG THE SEAWALL FOR THE FOLLOWING 8 COURSES: SOUTH 32°04'44" EAST 30.73 FEET, SOUTH 32°29'27" EAST 31.56 FEET, SOUTH 51°05'09" WEST 0.40 FEET, SOUTH 32°52'44" EAST 37.69 FEET, SOUTH 34°19'23" EAST 12.58 FEET, SOUTH 30°49'12" EAST 30.24 FEET, SOUTH 22°40'58" EAST 30.30 FEET, SOUTH 23°05'44" EAST 3.63 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID LOT 19; THENCE LEAVING SAID SEAWALL AND ALONG THE EASTERLY BOUNDARY OF SAID BLOCK A FOR THE FOLLOWING 2 COURSES: NORTH 32°21' WEST 89.84 FEET, NORTH 30°07' WEST 86.91 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 115,233 SQUARE FEET OR 2.645 ACRES, MORE OR LESS.

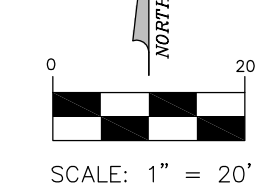
BOUNDARY & TOPOGRAPHIC SURVEY

SECTION 7, TOWNSHIP 32 SOUTH, RANGE 16 EAST
PINELLAS COUNTY, FLORIDA



LINE TABLE with columns: LINE, BEARING, LENGTH. Lists various survey lines with their bearings and lengths.

LINE TABLE with columns: LINE, BEARING, LENGTH. Lists various survey lines with their bearings and lengths.



TREE LEGEND

- OAK
PALM
SCHEFFLERA
UNKNOWN
AUSTRALIAN PINE
LONG NEEDLE PINE

ABBREVIATION LEGEND

- (C) = Calculated Data
(D) = Data per Description
(F) = Field Determined
(M) = Measured Data
(P) = Data per Both Plats
(P1) = Data per P.B. 8, PG 28
(P2) = Data per P.B. 113, PG 90
(PA) = Data per Property Appraiser
(R/W) = Data per Florida R/W Map
BFE = Base Flood Elevation
BFP = Backflow Preventor
BOL = Bolted
C.P.B. = Condominium Plat Book
C/C = Covered Concrete
C/S = Concrete Slab
C/SW = Concrete Sidewalk
COV = Covered
CONC = Concrete
D.B. = Deed Book
DMH = Drainage Manhole
E.P. = Edge of Pavement
EL = Elevation
FCIR = Found Iron Rod & Cap
FCM = Found Concrete Monument
FDOT = Florida Department of Transportation
FFE = Finished Floor Elevation
FIP = Found Iron Pipe
FIR = Found Iron Rod - No Cap
FLA = Florida
FN&D = Found Nail & Disk
FR&D = Found Rivet & Disk
FND = Found
FPP = Found Pinned Pipe
G.I. = Gate Inlet
R/W = Reclaimed Water Meter
HYD = Fire Hydrant
ID = Identification
I.E. = Invert Elevation
LB = Corporate Certificate Number
LFE = Lowest Floor Elevation
M/F = Metal Fence
M.O.L. = More or Less
MNH = Manhole
N&D = Nail & Disk
OCS = Outfall Control Structure
O.W.S. = Overhead Wire
O.R. = Official Records Book
P.B. = Plat Book
PCP = Permanent Control Point
PC(s) = Page(s)
PLS = Professional Land Surveyor
POB = Point of Beginning
PRM = Permanent Reference Monument
R/W = Right-of-Way
RCP = Reinforced Concrete Pipe
R.L.S. = Registered Land Surveyor
SAN = Sanitary Sewer
SCIR = Set Iron Rod & Cap 5/8" PLS #2865
SN&D = Set Nail & Disk PLS #2865
SMH = Sanitary Manhole
SLL = Submerged Lands Lease
STM = Storm Pipe
TBM = Temporary Benchmark
T/G = Top of Grate
TW = Top of Wall Elevation
TYP = Typical
V/F = Vinyl Fence
W/F = Wire
W/F = Wood Fence
W.O. = Work Order

SYMBOL LEGEND

- Backflow Preventor
Centerline
Clearcut
Crosswalk Signal
Drainage Manhole
Fire Department Control
Fire Hydrant
Gas Marker
Guy Anchor
Light Pole
Light Post
Mailbox
Power Box
Reclaimed Water Meter
Reclaimed Water Stub
Sanitary Manhole
Sign
Spot Elevation
Telecommunication Box
Utility Pole (Concrete)
Utility Box
Vault
Water Meter
Water Valve

SURVEYOR'S CERTIFICATION:
I, DENNIS J. EYRE, THE SURVEYOR IN RESPONSIBLE CHARGE, HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON AND THAT SAID ABOVE GROUND SURVEY AND SKETCH ARE ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. SURVEY NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, OR ELECTRONIC DIGITAL SIGNATURE IN ACCORDANCE WITH STATE OF FLORIDA ADMINISTRATIVE CODE RULE 53-17.062.

Dennis J Eyre
PLS 2865
Digitally signed by Dennis J Eyre PLS 2865
Date: 2023.10.16 13:12:49-04'00'
DENNIS J. EYRE, P.L.S., FLA. REG. NO. 2865
DATE: OCTOBER 16, 2023

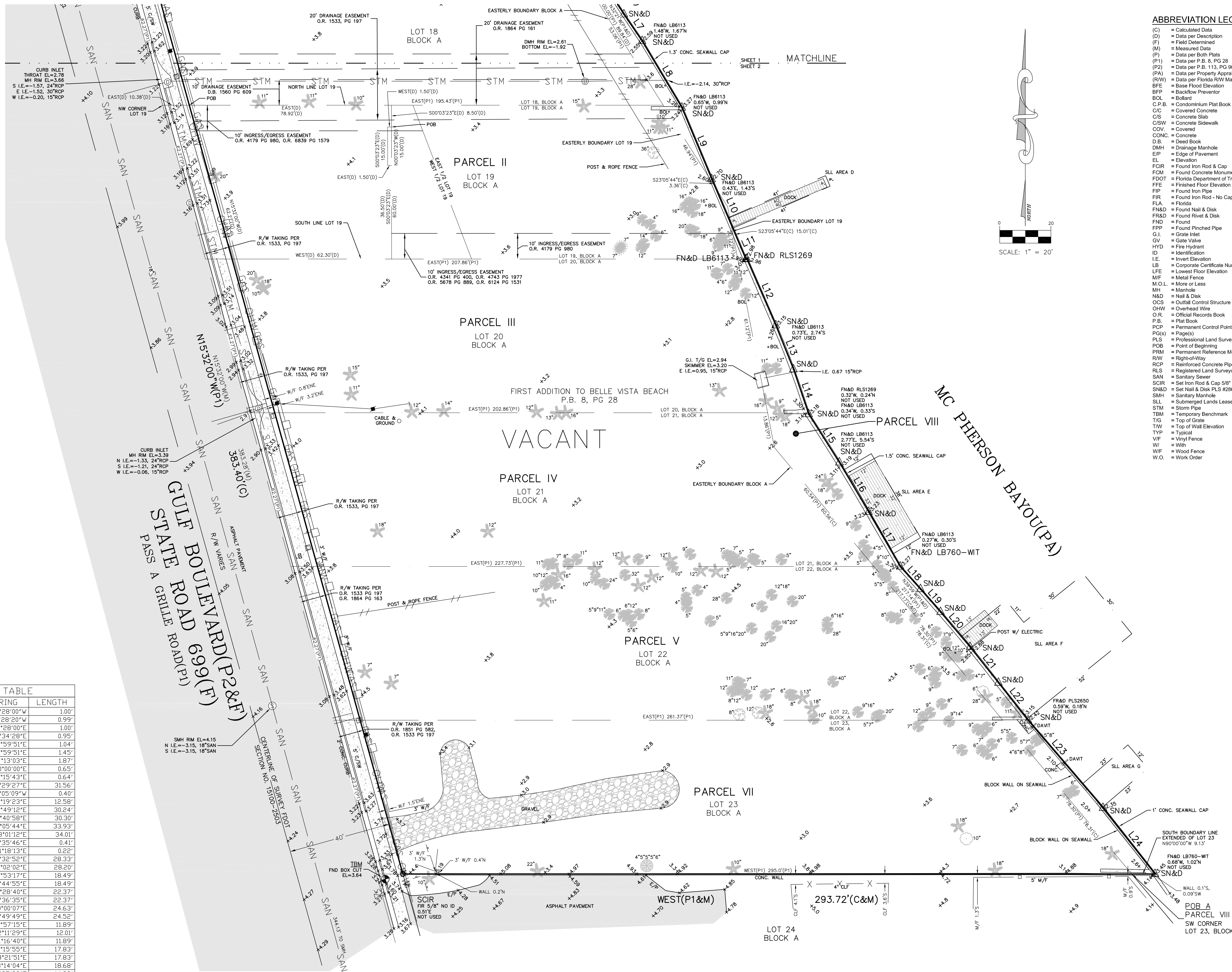
THIS SURVEY IS COMPOSED OF 2 SHEETS, SURVEY NOT COMPLETE WITHOUT BOTH SHEETS. SEE SHEET 2 FOR SURVEY NOTES.
AN UNSIGNED SURVEY DRAWING IS FOR INFORMATIONAL PURPOSES ONLY.

Table with columns: W.O. 6915, FIELD DATE: AUGUST 9, 2023, DRAWN BY: HW, CHECKED BY: D.J.E., SCALE: 1"=20', FIELD BOOK / PAGE(S): 2-22/65-68, SHEET 1 OF 2

GEODATA SERVICES INC.
1166 KAPP DRIVE
CLEARWATER, FL 33765
PHONE: (727) 447-1763
LB 7466

BOUNDARY & TOPOGRAPHIC SURVEY

NOTE THAT THIS DRAWING MAY HAVE BEEN ALTERED IN SCALE BY REPRODUCTION



ABBREVIATION LEGEND

- (C) = Calculated Data
- (D) = Data per Description
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- (PA) = Data per Property Appraiser
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- EL = Edge of Pavement
- ELEV = Elevation
- FCR = Found Iron Rod & Cap
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- FDOT = Florida Department of Transportation
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- VF = Vinyl Fence
- W = With
- WO = Wood Fence
- W/O = Work Order

TREE LEGEND

- OAK
- PALM
- SCHIEFLERA
- UNKNOWN
- AUSTRALIAN PINE
- LONG NEEDLE PINE

SYMBOL LEGEND

- Backflow Preventer
- Centerline
- Cleanout
- Crosswalk Signal
- Drainage Manhole
- Fire Department Control
- Fire Hydrant
- Gas Marker
- Guy Anchor
- Light Pole
- Light Post
- Mailbox
- Power Box
- Reclaimed Water Meter
- Reclaimed Water Stub
- Sanitary Manhole
- Sign
- Spot Elevation
- Telecommunication Box
- Utility Pole (Concrete)
- Utility Box
- Utility Vault
- Water Meter
- Water Valve

SURVEY NOTES:

- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, AND IS SUBJECT TO EASEMENTS, RIGHT-OF-WAY, AND OTHER MATTERS OF RECORD THAT A TITLE SEARCH MIGHT DISCLOSE.
- PLANIMETRIC FEATURES SHOWN HEREON WERE DETERMINED BY STANDARD FIELD SURVEYING METHODS.
- BEARING BASIS IS THE EASTERLY RIGHT-OF-WAY LINE OF GULF BOULEVARD BEING N15°32'00"W, PER PLATS.
- ALL INSTRUMENTS SHOWN HEREON ARE OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, UNLESS OTHERWISE SPECIFIED.
- UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON SURFACE MARKINGS AND OR STRUCTURES. NO EXCAVATION WAS PERFORMED FOR THE LOCATION OF SUCH UTILITIES.
- ADDITIONS OR DELETIONS TO THIS SURVEY MAP AND/OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS PARCEL APPEARS TO BE IN FLOOD ZONE "AE (EL 10 FEET)", ACCORDING TO THE FLOOD INSURANCE RATE MAP, MAP NUMBER: 12103C0278H, MAP EFFECTIVE DATE: 08/24/2021, AS PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
THIS MAP'S NOTES STATE THAT THE BASE FLOOD ELEVATIONS SHOWN REPRESENT ROUNDED WHOLE-FOOT ELEVATIONS AND THEREFORE MAY NOT EXACTLY REFLECT THE FLOOD ELEVATION DATA PRESENTED IN THE FLOOD INSURANCE STUDY (FIS) REPORT. THE FIS REPORT WAS NOT CONSULTED FOR THIS SURVEY.
THIS FLOOD ZONE NOTE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, AND ANY PROPOSED FINISHED FLOOR ELEVATIONS ARE TO BE DETERMINED BY THE PERMITTING AGENCY HAVING JURISDICTION.
- ELEVATION BASIS: NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88) BENCHMARK UTILIZED: "196", PID NUMBER AG0101, ELEVATION = 3.24' AS PUBLISHED BY THE NATIONAL GEODETIC SURVEY.
- LOCATIONS OF TREES SHOWN HEREON WERE LIMITED TO TREES 4" DIAMETER AT BREAST HEIGHT (DBH) OR LARGER.
GEODATA SERVICES INC. CAN ACCEPT NO RESPONSIBILITY FOR THE IDENTIFICATION OF THE TREE SPECIES SHOWN HEREON, ALTHOUGH EVERY EFFORT HAS BEEN MADE TO PROPERLY IDENTIFY THE TREES SHOWN HEREON. TREE IDENTIFICATION IS OUTSIDE THE EXPERTISE OF A PROFESSIONAL LAND SURVEYOR. THE TREE TYPES SHOWN HEREON ARE FOR INFORMATIONAL PURPOSES ONLY AND SHOULD BE USED AFTER CONFIRMATION BY A CERTIFIED ARBORIST OR OTHER SUCH PROFESSIONAL.
- LOCATION OF THE SUBMERGED LANDS LEASE SHOWN HEREON IS APPROXIMATE DUE TO THE SKETCH PORTION OF ATTACHMENT A IN THE SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL, BOT FILE NO. 520032393, CONSISTING OF WHOLE FOOT MEASUREMENTS ONLY WITH NO BEARINGS.
- INFORMATION FROM THE STATE OF FLORIDA ROAD DEPARTMENT RIGHT OF WAY MAP SECTION NO. 15100-2503, ROAD NO. 699 WAS UTILIZED IN THE PREPARATION OF THIS SURVEY.
- INFORMATION FROM A SURVEY PREPARED BY POLARIS ASSOCIATES INC., JOB NO. 5436-01, DATED 03/27/23 WAS UTILIZED IN THE PREPARATION OF THIS SURVEY, INCLUDING, BUT NOT LIMITED TO, A DRAINAGE EASEMENT GRANTED TO THE STATE OF FLORIDA REGISTERED IN DEED BOOK 1560, PAGE 609. (DOCUMENT WAS NOT PROVIDED TO THIS SURVEYOR)

LINE	BEARING	LENGTH
L1(C)	S74°28'00"W	1.00'
L1(M)	S75°28'20"W	0.99'
L2(C)	N74°28'00"E	1.00'
L2(M)	S88°34'28"E	0.95'
L2(P2)	N89°59'51"E	1.04'
L3(P2)	N89°59'51"E	1.45'
L3(M)	S87°13'03"E	1.87'
L4(C)	N90°00'00"E	0.65'
L4(M)	N77°15'43"E	0.64'
L5(C&M)	S32°59'27"E	31.56'
L6(C&M)	S31°05'09"W	0.40'
L7(C&M)	S34°19'23"E	12.58'
L8(C&M)	S30°49'12"E	30.24'
L9(C&M)	S22°40'58"E	30.30'
L10(C)	S23°05'44"E	33.93'
L10(M)	S23°01'12"E	34.01'
L11(C)	N65°35'46"E	0.41'
L11(M)	N81°18'13"E	0.22'
L12(C)	S23°32'52"E	28.33'
L12(M)	S24°02'02"E	28.20'
L13(C&M)	S21°53'17"E	18.49'
L14(C&M)	S18°44'55"E	18.49'
L15(C&M)	S32°28'40"E	22.37'
L16(C&M)	S30°36'35"E	22.37'
L17(C)	S30°00'07"E	24.63'
L17(M)	S29°49'49"E	24.52'
L18(C)	S41°57'15"E	11.89'
L18(M)	S42°11'29"E	12.01'
L19(C&M)	S41°16'40"E	11.89'
L20(C&M)	S40°15'55"E	17.83'
L21(C&M)	S38°21'51"E	17.83'
L22(C&M)	S38°14'04"E	18.68'
L23(C&M)	S40°35'39"E	44.99'
L24(C&M)	S38°12'33"E	32.80'

THIS SURVEY IS COMPOSED OF 2 SHEETS. SURVEY NOT COMPLETE WITHOUT BOTH SHEETS.

AN UNSIGNED SURVEY DRAWING IS FOR INFORMATIONAL PURPOSES ONLY.

W.O. #6915	FIELD DATE: AUGUST 9, 2023
DRAWN BY: HW	
CHECKED BY: DJE	
SCALE: 1"=20'	
FIELD BOOK / PAGE(S): 2-22/63-65	
SHEET 2 OF 2	

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



Drawing name: X:\geodata\308_1000\6915-20230721-2204-TRANS\SM1.dwg S-2 Oct 16, 2023 1:05pm

LEASE WITH OPTION TO PURCHASE

This Lease with Option to Purchase (the "Lease") is made and entered into this 22nd day of May, 2026, by and between **SUNGOLD, LLC**, a Florida limited liability company with a mailing address of 3618 El Centro Street, St. Pete Beach, FL 33706 (the "Landlord") and **MIRAMAR PROPERTY HOLDINGS LLC**, a Florida limited liability company with a mailing address of 5294 62nd Ave South, St Petersburg FL, 33715 (the "Tenant").

WITNESSETH:

WHEREAS, Tenant owns a hotel known as the Miramar Beach Resort located at 4200 Gulf Boulevard, St. Pete Beach, Florida (the "Hotel"); and

WHEREAS, Landlord is the owner real estate in the vicinity of the Hotel and consisting of four (4) parcels of land located at and near Gulf Boulevard in St. Pete Beach, Florida, totaling approximately 2.68 acres (collectively, the "Parking Lot"); and

WHEREAS, Tenant desires to lease from Landlord the Parking Lot to provide additional parking space to serve the Hotel and other businesses as determined by Tenant, and Landlord desires to Lease the Parking Lot to Tenant and to serve as a staging area during construction at the Miramar Hotel, all in accordance with the terms hereof;

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Leased Premises.** Landlord hereby leases unto Tenant, and Tenant hereby leases from Landlord, certain real estate located in the vicinity of the Hotel, being generally identified as follows, with such deeds to the Landlord recorded with the [Pinellas County Clerk of the Circuit Court] (collectively, the "Leased Premises" or "Premises"):

<u>Address</u>	<u>Parcel Number</u>	<u>Approximate Acreage</u>	<u>Deed to Landlord</u>
3815 Gulf Boulevard St. Pete Beach, FL 33706	07-32-16-07398-001-0230	0.36 acres	<u>Book 13883,</u> <u>Page 2044</u>
3855 Gulf Boulevard St. Pete Beach, FL 33706	07-32-16-07398-001-0170	1.58 acres	<u>Book 13796,</u> <u>Page 1968</u>
3859 Gulf Boulevard St. Pete Beach, FL 33706	07-32-16-18143-001-0020	.36 acres	<u>Book 13796,</u> <u>Page 1968</u>
3861 Gulf Boulevard St. Pete Beach, FL 33706	07-32-16-18143-001-0010	.23 acres	<u>Book 13796,</u> <u>Page 1968</u>

2. **Effective Date / Term.** The commencement date of this Lease shall be May 15, 2026 ("Commencement Date"). The term (the "Term") of this Lease shall commence on the Commencement Date and terminate on December 31, 2029, unless earlier terminated in

accordance with the terms of this Lease. If the Rent Commencement Date has not commenced by December 31, 2026, this Lease shall automatically terminate on that date.

3. **Rent.** The monthly base rent shall be paid to the Landlord at the address specified in Article 16 of this Lease on or before the first calendar day of each month pursuant to the terms herein (the "Base Rent"). Payment of Base Rent shall commence upon (i) the issuance of the conditional use permit for Tenant's use of the Leased Premises on terms and conditions satisfactory to Tenant, and (ii) the termination of the currently existing conditional use permits for the Hotel Zamora (Conditional Use Permit Resolution 2021-11) and Tradewinds (Conditional Use Permit Resolution 2021-22) (the "Rent Commencement Date"). Commencing on the Rent Commencement Date, Base Rent shall be paid as follows:

- (i) In calendar year 2026, Tenant shall pay rent of [REDACTED] per month through and including December 2026.
- (ii) Starting January 1, 2027, Tenant shall pay rent of [REDACTED] per month for the remainder of the Term, subject to the terms and conditions of this Lease.

If the Rent Commencement Date falls on a day other than the first day of a calendar month, the first month's Base Rent shall be prorated.

4. **Receipt of Revenues.** Landlord shall continue to collect all rentals generated by the Leased Premises until the Rent Commencement Date. Thereafter, Tenant shall be entitled to all such rentals. Rental income shall be prorated between Landlord and Tenant for any partial month.

5. **Utilities.** As of the Rent Commencement Date, Tenant shall pay and be responsible for electricity supplied to the Leased Premises for lighting, if any. Landlord shall provide monthly invoices to Tenant monthly for the same and payment shall be due within thirty (30) days of Tenant's receipt of such invoice. Alternatively, Tenant shall have the billing for utilities changed to Tenant's name and address.

6. **Quiet Enjoyment.** The Tenant, upon performance of all the terms of this Lease, shall at all times during the Lease term and any extension thereof peacefully and quietly enjoy the Leased Premises without unreasonable disturbance from the Landlord or those claiming by, under or through the Landlord.

7. **Maintenance of Leased Premises.** As of the Rent Commencement Date, Tenant shall be responsible for all maintenance, repair, and improvements of the Leased Premises. The Tenant shall keep the Leased Premises in a neat and safe condition and shall be responsible for mowing and debris removal.

7. **Condition.** Landlord shall deliver the Premises to Tenant on the Commencement Date, sufficiently cleared of all debris, so that it can be used for its intended purpose, that is, a parking area.

8. **Tenant Work.** Promptly following the Rent Commencement Date, the Tenant shall reconstruct the sea wall along the Leased Premises at Tenant's cost and expense; provided, however, Tenant is obligated to replace the sea wall reconstruction (the "Seawall Reconstruction Cost"). Landlord will cooperate with Tenant in obtaining all necessary permits

or applications for the seawall reconstruction.

9. **Insurance.** Tenant will at all times during the term of this Lease maintain comprehensive general public liability insurance insuring the Landlord and the Tenant against claims for bodily injury, death, or property damage occurring on, in, or about the Leased Premises such insurance to afford protection of not less than \$2,000,000 with respect to bodily injury or death to all persons in any one accident, and not less than \$250,000 with respect to property damage in any one occurrence.

Tenant shall deliver to Landlord promptly after the execution and delivery of this Lease certificates of insurance satisfactory to Landlord evidencing all the insurance which is then required to be maintained by Tenant hereunder, and Tenant shall, prior to the expiration of any such insurance, deliver certificates of the insurers evidencing the renewal of such insurance.

10. **Taxes.** Landlord shall be responsible for and shall pay prior to delinquency all real estate taxes and assessments payable in connection with the Leased Premises. Tenant shall pay prior to delinquency all taxes assessed against and levied upon all of Tenant's trade fixtures, furnishings, equipment and personal property located at the Leased Premises, if any.

11. **Liability; Indemnification.** Tenant shall indemnify, defend, and hold Landlord and Landlord's agents, officers, directors, employees, and contractors harmless against and from any and all injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, and demands of any kind or nature (including reasonable attorneys' fees) to the extent caused by (i) any negligent act or omission of Tenant ; or (ii) any breach or default by Tenant in the performance of its obligations under this Lease. Under no circumstances shall Tenant be obligated to indemnify any party to the extent that the injury, loss, or damage was caused by the acts or omissions of a party to be indemnified.

Landlord shall indemnify, defend, and hold Tenant and Tenant's agents, officers, directors, employees, and contractors harmless against and from any and all injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, and demands of any kind or nature (including reasonable attorneys' fees) to the extent caused by (i) any negligent act or omission of Landlord; or (ii) any breach or default by Landlord in the performance of its obligations under this Lease. Under no circumstances shall Landlord be obligated to indemnify any party to the extent that the injury, loss, or damage was caused by the acts or omissions of a party to be indemnified.

The provisions of this Article shall survive the termination or expiration of the Term of this Lease.

12. **Assignability.** Tenant shall not assign this Lease without Landlord's consent, which consent shall not be unreasonably withheld or delayed.

13. **Use.** The Tenant shall use the Leased Premises as a parking lot and staging area during the reconstruction of the Hotel including, without limitation, storage of materials and equipment by Tenant or authorized subcontractor of Tenant, and for no other purpose. Tenant shall be responsible for managing the use of the Leased Premises during the term of this Lease. In furtherance thereof, Tenant shall have the right, from time to time and without the prior written consent of Landlord to establish reasonable rules applicable to all users of the Leased Premises, to install signage, and take other reasonable enforcement action, including without

furtherance thereof, Tenant shall have the right, from time to time and without the prior written consent of Landlord to establish reasonable rules applicable to all users of the Leased Premises, to install signage, and take other reasonable enforcement action, including without limitation, towing of vehicles that are in violation of such posted rules.

14. **Default.** If Tenant shall fail to perform any obligation hereunder and such failure shall continue for FIFTEEN (15) days after written notice thereof by Landlord, or such longer time as is reasonably necessary under the circumstances provided the Tenant is diligently pursuing the cure of such failure to perform, or if the estate hereby created shall be taken on execution or other process of law, or if a receiver, trustee or other officer shall be appointed to take charge of Tenant's assets by any court, or if the Tenant shall hold over at the termination of this Lease as provided herein, then in any of said cases, the Landlord lawfully may, in addition to and not in derogation of any remedies for any preceding breach of covenant, immediately or at any time thereafter, without prior demand or prior notice whatsoever, (a) terminate this Lease by notice in writing forthwith or on a date stated in said notice; (b) pursuant to appropriate civil proceedings, enter into and upon Leased Premises or any part thereof and repossess the same as of the Landlord's former estate; and (c) expel the Tenant and those claiming through or under the Tenant, and remove its and their effects without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preventing a breach of covenant, and upon entry or notice as aforesaid, all rights of Tenant hereunder shall terminate.

15. **Access.** The Landlord and its agents or employees, may, upon reasonable notice (except in the case of an emergency, when no notice shall be required), enter the Leased Premises for the purpose of inspecting the same, performing any work which the Landlord elects to undertake, or for such other purposes as Landlord shall determine, provided the same does not unreasonably interfere with the quiet enjoyment of Tenant. All such work shall be done in a good and worker like manner on a timely basis.

16. **Notices.** Any notice or communication relating to this Lease shall be deemed duly given if in writing and either hand delivered with a receipt therefor or sent by certified, or registered mail, return receipt requested, postage prepaid or by overnight courier to the parties at the following addresses:

IF TO LANDLORD:
SUNGOLD, LLC
1618 El Centro Street
St. Pete Beach, FL 33706

With a copy to:
NA


IF TO TENANT:
MIRAMAR PROPERTY HOLDINGS LLC
1294 62nd Ave South
St Petersburg FL, 33715

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the date set forth at the beginning of this Lease.

WITNESS:

SUNGOLD, LLC, Landlord


Name: JUSTIN BOWDEN

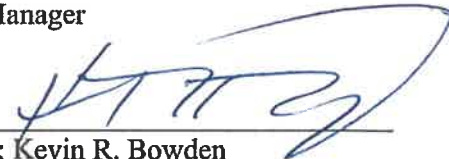
BY: 
Name:
Title: *mgr.*


Name: JACOB BODZIAK

MIRAMAR PROPERTY HOLDINGS
LLC, Tenant

By: Bowden Holdings, LLC
Its: Manager


Name: JUSTIN BOWDEN

By: 
Name: Kevin R. Bowden
Title: Manager


Name: JACOB BODZIAK

EXHIBIT A

MEMORANDUM OF OPTION AND LEASE

THIS MEMORANDUM OF OPTION AND LEASE is made on this 22nd day of May, 2026, with respect to the following described lease:

LANDLORD: **SUNGOLD, LLC**, a Florida limited liability company, having a mailing address 3618 El Centro Street, St. Pete Beach, FL 33706

TENANT: **MIRAMAR PROPERTY HOLDINGS LLC**, a Florida limited liability company, having a mailing address of 5294 62nd Ave South, St Petersburg FL, 33715

PREMISES: All of the land and improvements located at or about 3815, 3855, 3859 and 3861 Gulf Boulevard, St. Pete Beach, Florida 33706, as described in (i) a deed recorded with the [Pinellas County Clerk of the Circuit Court] in Book 13883, Page 2044, and (ii) a deed recorded with the [Pinellas County Clerk of the Circuit Court] in Book 13796, Page 1968.

COMMENCEMENT DATE OF LEASE: May 15, 2026

LEASE TERM: From the Commencement Date through December 31, 2029.

SUBLETTING & ASSIGNMENT: No assignment is permitted without Landlord's written consent, which consent shall not be unreasonably withheld or delayed.

OPTION TO PURCHASE: The Tenant has an option to purchase at any time during the term of the lease, provided that notice of its exercise of the option is delivered to Landlord no later than December 31, 2029.

THIS MEMORANDUM OF OPTION AND LEASE is prepared for recording and for the purpose of making a public record of said option and lease as the same may be amended or modified. This Memorandum does not modify or alter the terms of said lease. In the event any of the terms of this Memorandum conflict with any of the terms set forth in the lease, the terms of the lease shall control.


[Signature page follows]

IN WITNESS WHEREOF, the Landlord has caused this Memorandum to be executed by its representative, thereunto duly authorized, as of the date first written above.

WITNESS

SUNGOLD, LLC


Name: JOHN A. BODZIAK

By: 
Name:
Title: mg.

Name: JACOB BODZIAK

STATE OF FLORIDA

COUNTY OF Pinellas, SS.

May 22, 2026

Personally appeared the above named Beth Morean, Manager of Sungold, LLC, and acknowledged the foregoing instrument to be his/her free act and deed and in such capacity the free act and deed of said Sungold, LLC.



Before me,



Attorney at Law/Notary Public

Print Name: _____

My Commission Expires: _____