

**CITY OF MARATHON, FLORIDA
RESOLUTION 2020-17**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, CONFIRMING THE APPROVAL AS PROMULGATED IN RESOLUTIONS 2018-116 & 117, OF A REQUEST BY GEM HOMES LLC FOR A CONDITIONAL USE PERMIT AND A DEVELOPMENT AGREEMENT, PURSUANT TO CHAPTER 102, ARTICLES 8 AND 13 OF THE CITY OF MARATHON LAND DEVELOPMENT REGULATIONS (“THE CODE”) ENTITLED “DEVELOPMENT AGREEMENT” AND “CONDITIONAL USE PERMITS” RESPECTIVELY,” WITH PROPOSED DENSITIES OF APPROXIMATELY 15 AFFORDABLE HOUSING UNITS PER ACRE; LOCATED AT 250 GULF TERRACE; WHICH IS LEGALLY DESCRIBED AS PART OF LOT 2 & LOTS 8, 9 & PART OF LOTS 7 & 10 SCHMITT SUBDIVISION, SECTION 2, TOWNSHIP 66, RANGE 32, KEY VACCAS, MARATHON, MONROE COUNTY, FLORIDA; HAVING REAL ESTATE NUMBERS 00101340-000000 AND 00101340-000200 (AS STATED IN THE RESOLUTION), NEAREST MILE MARKER 51.

WHEREAS, GEM Homes LLC, (The “Applicant”) filed an Application on February 7th, 2017 for a Development Agreement pursuant to Chapter 102, Article 8 of the City of Marathon Land Development Regulations (LDRs); and

WHEREAS; the Applicant proposes to develop six (6) market rate and nine (9) affordable residential units at 250 Gulf Terrace; and

WHEREAS, City staff reviewed the Applicant’s request for a Development Agreement determining that the Applicant’s project proposal was in compliance with the City’s Comprehensive Plan and Land Development Regulations (LDRs) and further that there was no substantial impact on the City’s Level of Service (LOS); and

WHEREAS, on the 29th day of March, 2017 the City of Marathon Planning Commission (the “Commission”) conducted a properly advertised public hearing (the “Public Hearings”) regarding the request submitted by the Applicant, for a Development Agreement pursuant to Chapter 102, Article 8 of the LDRs; and

WHEREAS, and on the 25th day of April, 2017 the City Council (the “Council”) conducted properly advertised public hearings (the “Public Hearings”) regarding the request submitted by the Applicant, for a Development Agreement pursuant to Chapter 102, Article 8 of the LDRs; and

WHEREAS, the City Council determined to deny the Applicant a Development Agreement based on their concern that traffic issues had not been adequately addressed for the nearby intersection of Aviation Boulevard and U.S. 1; and

WHEREAS, after some additional deliberations, the City Council determined to allow the project to return at a later date in order to address the intersection issues if possible; and

WHEREAS, on the 16th day of April, 2018 the City of Marathon Planning Commission (the “Commission”) again conducted a properly advertised public hearing (the “Public Hearings”) regarding the request submitted by the Applicant, for a Development Agreement pursuant to Chapter 102, Article 8 of the LDRs; and

WHEREAS, and on the 13th day of November, 2018, after a delay from the October 9th meeting, and again on the 11th day of December, 2018, the City Council (the “Council”) conducted additional public hearings at a properly advertised public hearings (the “Public Hearings”) regarding the request submitted by the Applicant, for a Development Agreement pursuant to Chapter 102, Article 8 of the LDRs; and

WHEREAS, the City held an additional Public Hearing on July 14, 2020 to affirm the original approval, as not all relevant approval documents had been signed in 2018, and to consolidate the timing and duration of the Conditional Use Permit, approved as Resolution 2018-116, and the Development Agreement; and

WHEREAS, the City Council determined that the Applicant had adequately addressed their concern about the Aviation Boulevard / U. S. 1 intersection and, in addition, accepted the Applicant’s proposed “fair share” proportion proposal to assist in funding improvements at the intersection; and

WHEREAS; the City Council made a determination that the Applicant’s request for a Development Agreement, subject to the terms of the LDRs and with Conditions imposed, was in Compliance with the City’s Comprehensive Plan and LDRs and further, that the approval is in the public interest, is consistent with its policy to encourage the redevelopment of properties in Marathon, and will further the health, safety and welfare of the residents of Marathon; and

WHEREAS, the purpose of the Development Agreement is to allow for the integration of certain land uses and structures within the City of Marathon, based on conditions imposed by the Council. Review is based primarily on compatibility of the use with its proposed location and with surrounding land uses and on the basis of all zoning, subdivision and other ordinances applicable to the proposed location and zoning district,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The City Council hereby approves the Development Agreement, attached hereto as “Exhibit A.”

Section 3. Through this Resolution the City affirms the original approval of both a

Conditional Use Permit and Development Agreement and consolidates the timing and duration of the Conditional Use Permit, approved as Resolution 2018-116, and the Development Agreement attached hereto.

Section 4. The duration of the Development Agreement shall be seven (7) years retroactive to the original signature date of Resolutions 2018-116 and 117 – December 11, 2018.

Section 5. This resolution shall take effect immediately upon its adoption by the City of Marathon and after review and approval by the Department of Economic Opportunity pursuant to Chapters 163 and 380, *Florida Statutes*.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 14TH DAY OF JULY, 2020.

THE CITY OF MARATHON, FLORIDA



Steve Cook, Mayor

AYES: Senmartin, Zieg, Bartus, Gonzalez, Cook
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:



Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



City Attorney

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Sponsored by: Lindsey

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WHEREAS, City staff reviewed the Applicant's request for a Development Agreement determining that the Applicant's project proposal was in compliance with the City's Comprehensive Plan and Land Development Regulations (LDRs) and further that there was no substantial impact on the City's Level of Service (LOS); and

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WHEREAS, the City Council determined to deny the Applicant a Development Agreement based on their concern that traffic issues had not been adequately addressed for the nearby intersection of Aviation Boulevard and U.S. 1; and

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WHEREAS, the City held an additional Public Hearing on July 14, 2020 to affirm the original approval, as not all relevant approval documents had been signed in 2018, and to consolidate the timing and duration of the Conditional Use Permit, approved as Resolution 2018-116, and the Development Agreement; and

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WHEREAS; the City Council made a determination that the Applicant's request for a Development Agreement, subject to the terms of the LDRs and with Conditions imposed, was in Compliance with the City's Comprehensive Plan and LDRs and further, that the approval is in the public interest, is consistent with its policy to encourage the redevelopment of properties in Marathon, and will further the health, safety and welfare of the residents of Marathon; and

WHEREAS, the purpose of the Development Agreement is to allow for the integration of certain land uses and structures within the City of Marathon, based on conditions imposed by the Council. Review is based primarily on compatibility of the use with its proposed location and with surrounding land uses and on the basis of all zoning, subdivision and other ordinances applicable to the proposed location and zoning district,

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Section 3. Through this Resolution the City affirms the original approval of both a


Conditional Use Permit and Development Agreement and consolidates the timing and duration of the Conditional Use Permit, approved as Resolution 2018-116, and the Development Agreement attached hereto.

Section 4. The duration of the Development Agreement shall be seven (7) years retroactive to the original signature date of Resolutions 2018-116 and 117 – December 11, 2018.

Section 5. This resolution shall take effect immediately upon its adoption by the City of Marathon and after review and approval by the Department of Economic Opportunity pursuant to Chapters 163 and 380, *Florida Statutes*.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 14TH DAY OF JULY, 2020.

THE CITY OF MARATHON, FLORIDA



Steve Cook, Mayor

AYES: Senmartin, Zieg, Bartus, Gonzalez, Cook
NOES: None
ABSENT: None
ABSTAIN: None


ATTEST:



Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



City Attorney

**EXHIBIT A
DEVELOPMENT AGREEMENT**

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DEVELOPMENT AGREEMENT**

This instrument was prepared by:

Donald Leland Craig, AICP
Spottswood, Spottswood, Spottswood and Sterling
500 Fleming Street
Key West, Florida 33040
Telephone: (305) 924-0249

Richard McChesney
Spottswood, Spottswood, Spottswood and Sterling
500 Fleming Street
Key West, Florida 33040

Parcel I.D. Nos.:
GEM Homes, LLC
00101340-000000 and 00101340-000200

(Space reserved for recording)

**DEVELOPMENT AGREEMENT FOR
GEM Homes, LLC**

THIS AGREEMENT is entered into by and between GEM Homes, LLC a Florida Limited Liability Company (herein, the "Owner"); and the CITY OF MARATHON, a Florida municipal corporation (herein, the "City"), pursuant to Sections 102.29, 102.30, 102.31 and 102.32 of the City Code, and the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2011), and is binding on the "Effective Date" set forth herein.

WITNESSETH:

WHEREAS, Owner is the owner of approximately 2.0 acres of contiguous uplands in the corporate limits of the City consisting of two parcels, Parcel 1, now known as 250 Gulf Terrace, at Mile Marker 50 on Vaca Key, and parcel 2 a vacant land parcel on Gulf Terrace more particularly described in the legal description attached hereto as **Exhibit A**, Survey (Herein, the "Property"). A copy of the Warranty Deed is attached hereto as **Exhibit B**; and

WHEREAS, the Property is currently undeveloped and vacant; and

WHEREAS, the City desires to encourage the development of affordable housing as that term is defined in Chapter 110 Article 3, to provide quality housing for the City's workforce, and enhance the economy of the City for the benefit of its residents; and

WHEREAS, the Land Use District (Zoning) is Mixed Use (MU) which permits the development of both affordable and market rate housing; and

WHEREAS, the City and the Owner recognize that affordable housing may only be developed with the flexibility provided by the current City Land Development Regulations particularly those sections found in Chapter 107, Article 4, Density Bonus; and

WHEREAS, the City recognizes that forty percent (40%) or six (6) of the total fifteen (15) proposed dwelling units will be market rate units to incentivize the Owner to build the affordable housing without further public subsidy; and

WHEREAS, the City and the Owner acknowledge that in order to immediately build the affordable units upon approval of this agreement and the necessary Conditional Use approval, additional Building Permit Allocation awards must be requested from Monroe County via an inter-local agreement; and

WHEREAS, the proposed redevelopment is permissible and appropriate for the City's Comprehensive Plan Future Land Use designation, Mixed Use Commercial (MUC) applicable to the Property, which allows various types of residential uses; and

WHEREAS, the Owner has provided public notice of the parties' intent to consider entering into this Agreement by publishing an advertisement in a newspaper of general circulation and readership in the City, posting the Property subject to this Agreement, and mailing notices to the property owners lying within 300 feet of the boundaries of the Property subject to this Agreement; and

WHEREAS, the City Planning Commission has held a public hearing on April 16, 2018 to consider this Agreement, and the City Council held two public hearings on November 13, 2018 and December 11, 2018 to consider this Agreement; and.

WHEREAS, the City held an additional Public Hearing on July 14, 2020 to affirm the original approval, as not all relevant approval documents had been signed in 2018, and to

consolidate the timing and duration of the Conditional Use Permit, approved as Resolution 2018-116, and the Development Agreement; and

WHEREAS, the duration of the Development Agreement shall be retroactive to and counted from the approval dates for Resolutions 2018-116 and 117 – December 11, 2018; and

WHEREAS, the City has determined that this Agreement is in the public interest and will further the health, safety, welfare, of the residents of the City of Marathon.

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

- A. RECITALS.** The recitals set forth above are incorporated herein and form a material part of this Agreement.
- B. DEFINITIONS.** For the purposes of this Agreement, the following terms shall have the following meanings. Terms not defined in this Agreement shall be as defined in the City Code, in Chapter 163, Florida Statutes, or, if not defined in the Code or Statute, shall be understood by their usual and customary meaning.
1. **“Affordable Housing”** shall refer to those terms defined in Chapter 107, Article 3 of the City Code.
 2. **“Agreement”** shall refer to this Development Agreement, as the same may be subsequently amended, modified or supplemented pursuant to its terms and provisions and pursuant to the provisions of Sections 163.3220-163.3243, inclusive, Florida Statutes.
 3. **“Building Permit Allocation System” or “BPASS Allocation”** shall refer to those terms defined in Chapter 107, Article 1 of the City Code.
 4. **“City Code”** shall refer to the Code of Ordinances of the City of Marathon in existence on the Effective Date of this Agreement.
 5. **“Comprehensive Plan”** shall refer to the City’s Comprehensive Plan, effective July 5, 2005, as amended to the submittal date of this Agreement to the City.

6. **“Dwelling Unit”** shall refer to a dwelling unit as defined in Chapter 110, Article 3.-Definded Terms of the City Code.
7. **“Effective Date”** shall refer to the date this Agreement becomes effective, as set forth in the Agreement.
8. **“Florida Department of Economic Opportunity (DEO) and “state land planning agency”** shall mean and refer to the “state land planning agency” as defined in Chapter 163, Part II, Florida Statues.
9. **“Land Development Regulation”** (LDRs) shall mean Appendix A of Part II of the City Code in existence on the Effective Date of this Agreement.
10. **“Owner”** shall refer to the owner of the Property identified in the first paragraph of this Agreement.
11. **“Property”** shall refer to the parcel of real property located in the City that is subject of the Agreement as described on Exhibit A attached hereto and made a part hereof.
12. **“Public Facilities”** means those facilities identified in Section 163.3221, Florida Statues (2011), and as set forth in this Agreement.

C. TERMS OF AGREEMENT.

1. **Legal Description; Ownership and Equitable Interests in the Property.** The legal description of the property subject to this Agreement is attached hereto as Exhibit A and is incorporated herein.

2. **Duration of Agreement, Agreement Renewal.**

This Agreement shall remain in effect for an initial period of seven (7) years, commencing on the City Approval Date of December 11, 2018. The Conditional Use Permit as approved through Resolution 2018-116, shall run concurrently and have the same duration as the Development Agreement approved herein. This Agreement may be renewed or extended as provided herein.

3. Existing Development

- a. **Existing Development.** The site is vacant, but improved with a partially completed seawall on the south side fronting an existing canal. The Property and an adjacent parcel owned by someone else is serviced by a driveway, not a public street, known as Gulf Terrace. The driveway is the property of the Owner and is not dedicated to or maintained by the City.

4. Plan Approval, including Densities and Intensities

a. Approval of Conceptual Site Plan; Minor Revisions; Final Site Plan

The Property shall be redeveloped and operated as a mixed income residential property consisting of the following development:

- (i) Six (6) market rate single family homes
- (ii) Seven (7) affordable single family homes rented or sold at the one hundred percent (100%) of the Area Median Income as defined in Chapter 104 of the City Land Development Regulations, "Specific Use Regulations"
- (iii) Two (2) affordable single-family homes rented or sold at the eighty percent (80%) of the Area Median Income as defined in Chapter 104 of the City Land Development Regulations, "Specific Use Regulations".

The aforementioned configuration is depicted on the Site Plan for Terrace Residences dated January 17, 2017 attached hereto as **Exhibit C**. The Conceptual Site Plan is hereby approved by the City, and any subsequent site plans, site plan approvals and building permits shall substantially comply with this Site Plan; provided, however that the Final Site plan submitted for building permits may deviate from the Site Plan to accommodate: (1) refinements to the development plan including minor shifts in location of fifteen (15) percent or less in the residential structures , roadways, pathways, and swimming pool configurations (2) changes to the building types, so long as the density set forth in this Agreement is not exceeded; or (3) modifications that are necessary to meet regulatory requirements imposed by any other governmental entity. The site plan meets all applicable setback, open space, landscape bufferyard, parking and building height requirements

established in City Code and such requirements shall not be varied unless Owner obtains a variance pursuant to applicable provisions of the City Code.

- b. Building Height.** The Height of any new structure associated with the redevelopment of the Property shall not exceed 42 feet, except as provided by City Code, as amended. For purposes of determination of grade of the Property, grade for all structures shall be identified as the crown of the road on Aviation Boulevard at the entrance to the Property, except those exceptions provided for in Section 107.41 of the City Code.
- c. Site Plan.** The development of nine (9) affordable/workforce dwelling units and six (6) market rate dwelling units, as depicted on the Conceptual Site Plan, is approved by this Agreement.
- d. Structures.** The development depicted on the Conceptual Site Plan, and listed below, is approved by this Agreement. Exhibit D, incorporated by reference herein, depicts the building schematics for the dwelling units. The list of structures to be provided on the Property includes but is not limited to the following:

 - 1. Nine (9) affordable workforce dwelling units
 - 2. Six (6) market rate dwelling units
 - 3. Sidewalks, pathways and retaining walls.
 - 4. Roadways and parking
 - 5. Stormwater management system
 - 6. Utilities infrastructure inclusive of sanitary sewer, potable water, electric and landscape irrigation systems
 - 7. Lighting and signage
 - 8. Refuse collections enclosures
 - 9. Any and all other structures necessary for the development

- e. **Permits from Other Regulatory Entities.** Other agency permits may be required as provided by applicable law prior to the City's issuance of building permits for redevelopment of the Property. The Owner shall obtain all necessary permits from other local, regional, State and federal regulatory entities and provide copies of each to the City within a reasonable time after such permits are issued.
- f. **Affordable/Workforce Dwelling Units Deed Restrictions and BPAS Allocations.**

The Owner has agreed to provide nine (9) affordable/workforce dwelling units on site. A restrictive covenant or deed restriction in a form acceptable to the City shall be recorded in the public records of Monroe County and shall be effective for fifty (50) years from the date of certificate of occupancy and shall automatically renew for two (2) 50-year periods. The Owner shall obtain issuance of a Certificate of Occupancy for all nine (9) affordable workforce units on or before the Certificate of Occupancy is issued for second market rate unit. Nine (9) BPAS allocations shall be obtained from Monroe County by means of an inter-local agreement.

g. Additional Conditions by Mutual Agreement. Nothing in this Agreement shall preclude the parties from applying additional conditions, by mutual written consent, during the final permitting approval process, without requiring an amendment to this development agreement.

5. Public facilities; Concurrency, Impact Fees. The following identifies the public facilities required and that will service the development authorized by this Agreement; who shall provide the facilities; what new facilities, if any, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of development.

- a. **Potable Water.** Domestic potable water is provided by the Florida Keys Aqueduct Authority.

- b. Electric Service.** Electric service is provided by Florida Keys Electric Cooperative.
- c. Solid Waste.** Solid waste service is provided by Marathon Garbage Service or its successors and assigns, as determined by the City Council.
- d. Fire Service.** Fire service is provided by the Marathon Fire Department.
- e. Wastewater.** Wastewater mains collection and treatment is provided by the City of Marathon.
- f. Public Recreational facilities.** Public recreational facilities shall be addressed through impact fees, if any.
- g. Concurrency.** All public facilities identified above are available as of the date of this Agreement, and capacity for each is projected to be available concurrent with the impacts of development.

h. Impact Fees. Any increased impacts on public facilities or public services attributable to each unit of the development, and the cost of capital improvements to meet the associated demand on such facilities or services, shall be assured by payment to the City, concurrent with the issuance of the building permits for each unit, of any applicable City impact fees required by ordinance then in effect, as well as by payment by the Owner of any applicable utility system development fees.

6. Reservation or Dedications of Land for Public Purposes. There is no reservation or dedication of land for public purposes contemplated by this Agreement.

7. All Local Development Permits Approved or Needed.

a. Development Approvals. The following City development approvals are needed for the development authorized by this Agreement.

1. Conditional Use Approval. Conditional Use approval by the City Council confirming compliance with this Agreement and applicable City Code requirements.

2. Site Plan. Final site plan application and approval by the City building official, fire marshal, and planning staff confirming compliance with this Agreement and applicable City Code requirements.

3. Building Permits. As-of-right building permits will be issued, as provided pursuant to the City Code.

4. Inter-local Agreement. An inter-local Agreement with Monroe County in order to obtain nine (9) affordable housing BPAS allocations.

5. Avigation Easement. An avigation easement between Monroe County Airports Division and the Owner to control the height and types of principal and accessory uses.

b. Review. No further review or discretionary review will be required by the City, it being agreed that the development, as depicted on the approved Conceptual Site Plan attached hereto, requires only the above development approvals so long as the final site plan substantially complies with the Conceptual Site Plan approved under this Agreement.

c. Compliance. Nothing in this Agreement shall be deemed to obviate the Owner's compliance with terms and provisions of each such identified approval.

d. Completeness. The parties acknowledge that the Owner has submitted all information necessary for review under the City Code.

8. Mutual Cooperation. The City agrees to cooperate with the Owner in a timely manner in providing and/or granting all permits, license, approvals, or consents necessary or appropriate to fully implement this Agreement. The City and the Owner agree to cooperate fully with and assist each other in the performance of the provisions of this Agreement.

9. Development to Comply with Permits and City Comprehensive Plan and Code Provisions.

The development described in and authorized by this Agreement shall be constructed in accordance with all specified permit conditions, and in accordance with all applicable provisions of the City's Comprehensive Plan and City Code, as applicable. No certificate of occupancy for an individual building shall be issued until the City has assured itself that, subsequent to approved plans; the Owner has complied with all condition in the permits issued by the City and other regulatory entities for that building.

10. Finding of Consistency. The City of Marathon finds that the development authorized herein is consistent with the City's Comprehensive Plan and Land Development Regulations, as applicable.

11. Compliance with Permits, Terms, Conditions, and Restrictions not identified herein. The failure of this Agreement not address a particular permit requirement, condition, term or restriction shall not relieve the Owner of the necessity of complying with the laws governing said permitting requirements, conditions, terms, or restrictions.

12. Governing Laws.

- a. Controlling Regulations.** For the duration of this Agreement, all approved development on the Property shall comply with and be controlled by this Agreement and by the provisions of the Comprehensive Plan and City Code, as applicable. The parties do not anticipate the application of subsequently adopted laws and policies to the Property except as expressly provided in this Agreement.
- b. State and Federal Laws.** If State or federal laws enacted after the effective date of this Agreement preclude any party's compliance with the terms of this Agreement, this Agreement shall be modified as is necessary to comply with the relevant State or federal laws. However, this Agreement shall not be constructed to waive or abrogate any rights that may best pursuant to common or statutory law.

13. Amendments, Renewal, Revocation and Termination. This Agreement may be amended, renewed, or terminated as follows:

a. Amendments. As provided in Section 163.3237, Florida Statutes, this Agreement may be amended by mutual consent of the parties to this Agreement or by their successors in interest; an instrument in writing signed by the parties or their successors shall accomplish an amendment under this provision.

b. Renewal. As provided in Section 163.3229, Florida Statutes, this Agreement may be renewed by the mutual consent of the parties, subject to the following public hearing requirements in Section 163.3225, Florida Statutes; the City shall conduct at least two (2) public hearings, one of which may be held by the local planning agency at the option of the City. Notice of intent to consider renewal of the Agreement shall be advertised approximately seven (7) days before each public hearing in a newspaper of general circulation and readership in Monroe County, Florida, and shall be mailed to all affected property owners before the first public hearing. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing. The notice shall specify the location of the land subject to the Agreement, the development uses on the Property, the population densities, and the building intensities and height and shall specify a place where a copy of the Agreement can be obtained.

c. Termination by Owner. This Agreement may be terminated by the Owner or its successor(s) in interest following a breach of this Agreement, upon written notice to the City as provided in this Agreement.

d. Revocation by City. Pursuant to Section 163.3235, Florida Statutes, this Agreement may be revoked by the City if the City finds, on the basis of competent substantial evidence, that there has been a failure to comply with the terms of this Agreement.

e. **Termination by Mutual Consent.** This Agreement may be terminated by mutual consent of the parties.

14. Breach of Agreement and Cure Provisions.

a. **Written Notice on the Owner.** If the City concludes there has been a material breach of this Agreement, prior to revoking this Agreement the City shall serve written notice on the Owner, identifying the term or condition the City contends has been materially breached and providing the Owner ninety (90) days from the date of receipt of the notice to cure the breach or negotiate an amendment to the Agreement. Each of the following events, unless caused by fire, storm, flood, other Act of God, or events beyond the control of the Owner, shall be considered a material breach of this Agreement: (a) failure to comply with the provisions of this Agreement; or (b) failure to comply with the terms and conditions of permits issued by the City of Marathon or other regulatory entity for the development authorized by this Agreement.

b. **Written Notice on the City.** If the Owner concludes that there has been a material breach in the terms and conditions of this Agreement, the Owner shall serve written notice on the City, identifying the term or condition the Owner contends has been materially breached and providing the City thirty (30) days from the date of receipt of the notice to cure the breach. The following events, unless caused by fire, storm, flood, other Act of God, or events beyond the control of the City, shall be considered a material breach of this Agreement: (a) failure to comply with the provisions of this Agreement; or (b) failure to timely process any application for site plan approval or other development approval required to be issued by the City for the development authorized by this Agreement.

c. **Option to Terminate.** If a material breach of this Agreement occurs and is not cured within the time periods provided above, the party that provided notice of breach may elect to terminate this Agreement or may seek to enforce this Agreement as provided herein.

d. **Waiver of Breach.** If either party waives a material breach in this Agreement by the other party, such waiver shall not be deemed a waiver of any subsequent breach.

15. Notices. All notices, demands, requests, or replies provided for or permitted by this Agreement, including notification of a change of address, shall be in writing to the addresses identified below, and may be delivered by any one of the following methods: (a) personal delivery; (b) deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid; or (c) deposit with an overnight express delivery service with a signed receipt required. Notice shall be effective upon receipt. The address and telephone numbers of the parties are as follows:

TO THE OWNER:
GEM Homes LLC
9240 SW and 2nd Street Suite 100
Miami, Florida 33173
Telephone (305) 343-0587

With a copy by regular US Mail to:

Donald Craig and Richard McChesney
Spottswood, Spottswood and Spottswood
500 Fleming Street
Key West, Florida 33040
Telephone (305) 294-9556

TO THE CITY:
Chuck Lindsey, City Manager
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050
Telephone (305) 289-4130

With a copy by regular US Mail to:

City Attorney
9805 Overseas Highway
Marathon, Florida 33050
Telephone (305) 289-4130

16. Enforcement. In accordance with Section 163.3243, Florida Statutes, any party to this Agreement, any aggrieved or adversely affected person as defined in Section 163.3215(2), Florida Statutes, or the state land planning agency may file an action for injunctive relief in the circuit court of Monroe County, Florida, to enforce the terms of this Agreement or to challenge the

compliance of this Agreement with the provisions of Sections 163.3220-163.3243, Florida Statutes.

17. Binding Effect. This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns, and personal representatives.

18. Drafting of Agreement. The parties acknowledge that they jointly participated in the drafting of this Agreement and that no term or provision of this Agreement shall be construed in favor of or against either party based solely on the drafting of the Agreement.

19. Severability. In the event any provision, paragraph or section of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.

20. Applicable Law. This Agreement was drafted and delivered in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida.

21. Litigation; Attorney's Fees; Venue; Waiver of Right to Jury Trial. In the event of any litigation arising out of this Agreement between the City and Owner, the prevailing party shall be entitled to recover all reasonable costs incurred with respect to such litigation, including reasonable attorney's fees. This includes, but is not limited to, reimbursement for such reasonable attorney's fees and costs incurred with respect to any appellate, bankruptcy, post-judgment, or trial proceedings related to this Agreement. Venue for any legal proceeding arising out of this Agreement shall be in Monroe County, Florida. The parties to this Agreement waive the right to a jury trial in any litigation arising out of or initiated under this Agreement.

22. Use of Singular and Plural. Where context requires, the singular includes the plural, and the plural includes the singular.

23. Duplicate Originals; Counterparts. This Agreement may be executed in any number of originals and in counterparts, all of which evidence one agreement. Only one original is required to be produced for any purpose.

24. Headings. The headings contained in this Agreement are for identification purposes only and shall not be construed to amend, modify, or alter the terms of the Agreement.

25. Entirety of Agreement. This Agreement incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, or understandings regarding the matters contained herein. The parties agree that there are no commitments, agreements, or understandings concerning the subjects covered by this Agreement that are not contained or incorporated into this document and, accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether written or oral. This Agreement contains the entire and exclusive understanding and agreement among the parties and may not be modified in any manner except by an instrument in writing signed by the parties.

26. Recording; Effective Date. The Owner shall record this Agreement in the public records of Monroe County, Florida within fourteen (14) days after the date of execution of this Agreement. A copy of the recorded Agreement showing the date, page and book where recorded shall be submitted to the state land planning agency by hand delivery, registered or certified United States mail, or by a delivery service that provides a signed receipt showing the date of the delivery, within fourteen (14) days after the Agreement is recorded. The Owner shall also provide a copy of the recorded Agreement to the City within the same time period. This Agreement shall become effective thirty (30) days after the date it is received by the state land planning agency.

27. Date of Agreement. The date of this Agreement is the date the last party signs and acknowledges this Agreement.

[Rest of page intentionally left blank; Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have set their hands and seals on the dates below written.

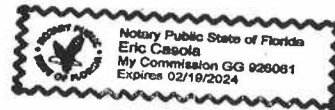
GEM Homes LLC
A Florida Limited Liability Company

Date July 30, 2020 By: [Signature]

STATE OF Florida
COUNTY OF DADE

The foregoing instrument was acknowledged before me on this 30 day of JULY, 2020, by LUIS ALONSO as of GEM Homes LLC, a Florida Limited Liability Company who is personally known to me or who produced DRIVER'S LICENSE as identification, and who did/did not take an oath.


[Signature]



Notary Public, State of Florida at Large
My commission expires:

CITY OF MARATHON

July 20, 2020
Date

By: 
MAYOR

ATTEST:

Diane Clavier
DIANE CLAVIER, CITY CLERK

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE
CITY OF MARATHON, FLORIDA ONLY.


CITY ATTORNEY

EXHIBITS To GEM Homes LLC Development Agreement

EXHIBIT A: SURVEY AND LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B: WARRANTY DEED

EXHIBIT C: SITE PLAN

EXHIBIT D: ELEVATIONS AND FLOOR PLANS

EXHIBIT A
SURVEY AND LEGAL DESCRIPTION OF PROPERTY

WHEREAS, GEM Homes, LLC is an applicant for a Major Conditional Use and Development Agreement to obtain approval for a project that includes nine (9) affordable housing units expected to be heard and approved by the City of Marathon Planning Commission on in the Winter of 2017, before the Monroe County Board of County Commission is expected to the consider this Agreement at the following site:

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE COUNTY OF MONROE, STATE OF FLORIDA, DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN A PART OF SECTION 1 AND SECTION 2, TOWNSHIP 66 SOUTH, RANGE 32 EAST, VACA KEY, MONROE COUNTY, FLORIDA AND BEING THAT PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 855, PAGE 1837 LYING NORTHERLY OF THE CENTERLINE OF AN EXISTING CANAL AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS DESCRIPTION AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD STATE HIGHWAY NO. 4-A AND THE LINE DIVIDING SAID SECTIONS 1 AND 2, BEAR NORTH 67 DEGREES, 51 MINUTES, 00 SECONDS EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 26.99 FEET TO THE WEST RIGHT-OF-WAY LINE OF AVIATION BOULEVARD; THENCE BEAR NORTH ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 489.14 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORD BOOK 855, PAGE 1837-1839 TO THE POINT OF BEGINNING; THENCE BEAR SOUTH 71 DEGREES, 54 MINUTES, 00 SECONDS WEST ALONG SAID NORTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 855, PAGES 1837-1839 A DISTANCE OF 266.85 FEET TO THE INTERIOR CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 855, PAGE 1837; THENCE BEAR NORTH 18 DEGREES, 06 MINUTES, 00 SECONDS WEST, ALONG THE MOST NORTHERLY EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 855, PAGE 1837-1839, FOR A DISTANCE OF 101 FEET, MORE OR LESS TO AN EXISTING BASIN; THENCE MEANDER THE SHORELINE OF SAID BASIN IN A WESTERLY AND SOUTHERLY DIRECTION 437 FEET, MORE OR LESS, TO A POINT, SAID POINT BEING NORTH 18 DEGREES, 06 MINUTES, 00 SECONDS WEST FROM THE SOUTHEAST CORNER OF SAID BASIN A DISTANCE OF 17.71 FEET, SAID POINT ALSO BEING ON THE CENTERLINE OF AN EXISTING CANAL PROJECTED SOUTHWESTERLY; FROM SAID POINT BEAR NORTH 71 DEGREES, 56 MINUTES, 45 SECONDS EAST, ALONG SAID CENTERLINE OF SAID CANAL, FOR A DISTANCE OF 97.78 FEET TO A POINT WHICH IS 18.96 FEET PROJECTED NORTHEASTERLY ALONG SAID CANAL FROM THE POINT WHERE SAID CANAL WIDENS; THENCE BEAR SOUTH 18 DEGREES, 06 MINUTES, 00

SECONDS EAST FOR A DISTANCE OF 10.06 FEET TO THE CENTERLINE OF SAID WIDER PORTION OF SAID CANAL; THENCE BEAR NORTH 71 DEGREES, 18 MINUTES, 41 SECONDS EAST ALONG SAID CENTERLINE OF CANAL FOR A DISTANCE OF 227.08 FEET, TO THE EASTERLY TERMINUS OF SAID CANAL; THENCE CONTINUE BEARING NORTH 71 DEGREES, 18 MINUTES, 41 SECONDS EAST, ALONG THE PROJECTION OF SAID CENTERLINE FOR A DISTANCE OF 20.68 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF AVIATION BOULEVARD; THENCE BEAR NORTH ALONG SAID WEST RIGHT-OF-WAY LINE OF AVIATION BOULEVARD FOR A DISTANCE OF 184.34 FEET BACK TO THE POINT OF BEGINNING.

TAX/PARCEL ID: 00101340-000000

WHEREAS, the parties have determined that this Agreement is in the best interest of the public.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. TRANSFER: The parties agree to permit the transfer of nine (9) affordable category ROGO allocations from Monroe County to the City of Marathon for allocation, pursuant to this Agreement, and subject to the conditions contained therein including but not limited to:

- a. GEM Homes, LLC, or its assignee, obtaining a Conditional Use and Development Agreement approval prior to March 15, 2017.
- b. GEM Homes, LLC, or their assignee, constructing and obtaining a certificate of occupancy for the affordable units related to such allocations prior to December 31, 2019.
- c. The filing of a 99-year Affordable Housing Deed Restriction on the new affordable housing units pursuant to this Agreement and the applicable requirements of the Code of Ordinances, City of Marathon, Florida.

Section 2. ASSIGNMENT: Monroe County has assigned its rights to the affordable allocations to the City, and the nine (9) affordable housing allocations are to be issued by the City to be used specifically by GEM Homes, LLC, or its successor or assigns, at the development in Marathon known as Terrace Residence located on Aviation Boulevard, Ocean, Marathon, Florida 33050 (Legal Description attached as **Exhibit "A"**). In the event the subject project or, as applicable, GEM Homes, LLC, or, as applicable, its assign(s) and successor(s) in interest or title, fail to complete the construction as evidenced by issuance of a certificate of occupancy for all 9 units by the City of Marathon, any units which have not received a certificate of occupancy shall result in those allocations reverting to Monroe County and to their former status under the Agreement. No amendment to this agreement is necessary to necessitate the reverted clause.

EXHIBIT B
WARRANTY DEED

Doc# 2069574 03/30/2016 3:40PM
Filed & Recorded in Official Records of
MONROE COUNTY ANY HEAVILIN

Prepared by and return to:
Thomas D. Wright
Attorney at Law
Law Offices of Thomas D. Wright Chartered
9711 Overseas Highway
Marathon, FL 33050
305-743-9118
File Number: 16-075
Will Call No.:

03/30/2016 3:40PM
DEED DOC STAMP CL: NA \$4,858.00

Doc# 2069574
BKN 2769 Pgn 179

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 30th day of March, 2016 between Theodore Dominic, Individually and as Trustee of the International House Investment Group Land Trust whose post office address is 1075 75th Street Ocean East, Marathon, FL 33050, grantor, and Gem Homes, LLC, a Florida limited liability company whose post office address is 9240 SW 72nd Street, Ste. 108, Miami, FL 33173, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Monroe County, Florida to-wit:

All that certain parcel of land situate in the County of Monroe, State of Florida, described as follows:

A TRACT OF LAND IN A PART OF Section 1 and Section 2, Township 66 South, Range 32 East, Vaca Key, Monroe County, Florida and being that portion of those lands described in Official Record Book 855, Page 1837 lying northerly of the centerline of an existing canal and being more particularly described by metes and bounds description as follows:

Commencing at the intersection of the northwesterly right-of-way line of Old State Highway No. 4-A and the line dividing said Sections 1 and 2, bear North 67 degrees, 51 minutes, 00 seconds East along said northwesterly right-of-way line for a distance of 26.99 feet to the West right-of-way line of Aviation Boulevard; thence bear North along said West right-of-way line for a distance of 489.14 feet to the northeast corner of that certain property as described in Official Record Book 855, Page 1837-1839 to the POINT OF BEGINNING; thence bear South 71 degrees, 54 minutes, 00 seconds West along said northerly line of those lands described in Official Record Book 855, Pages 1837-1839 a distance of 266.85 feet to the interior corner of those lands described in Official Record Book 855, Page 1837; thence bear North 18 degrees, 06 minutes, 00 seconds West, along the most northerly East line of those lands described in Official Record Book 855, Page 1837-1839, for a distance of 101 feet, more or less to an existing basin; thence meander the shoreline of said basin in a westerly and southerly direction 437 feet, more or less, to a point, said point being North 18 degrees, 06 minutes, 00 seconds West from the southeast corner of said basin a distance of 17.71 feet, said point also being on the centerline of an existing canal projected southwesterly; from said point bear North 71 degrees, 56 minutes, 45 seconds East along said centerline of said canal, for a distance of 97.78 feet to a point which is 18.96 feet projected northeasterly along said canal from the point where said canal widens; thence bear South 18 degrees, 06 minutes, 00 seconds East for a distance of 10.06 feet to the centerline of said wider portion of said canal; thence bear North 71 degrees, 18 minutes, 41 seconds east along said centerline of canal for a distance of 227.08 feet, to the easterly terminus of said canal; thence continue bearing North 71 degrees, 18 minutes, 41 seconds East, along the projection of said centerline for a distance of 20.68 feet to a point on the West right-of-way line of Aviation Boulevard;

DoubleTime

Doc# 2089574
Bkn 2789 Pgn 178 A

thence bear North along said West right-of-way line Aviation Boulevard for a distance of 184.34 feet back to the Point of Beginning.

Parcel Identification Number: 00101340-000000 & 00101340-000200

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2015.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

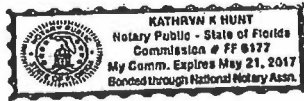
Kathryn K Hunt
Witness Name: KATHRYN K HUNT
Susan M Forley
Witness Name: Susan M Forley

Theodore Dominic
Theodore Dominic, Individually and as Trustee

State of Florida
County of Monroe

The foregoing instrument was acknowledged before me this 21st day of March, 2016 by Theodore Dominic as Trustee of the International House Investment Group Land Trust, who is personally known or has produced a driver's license as identification.

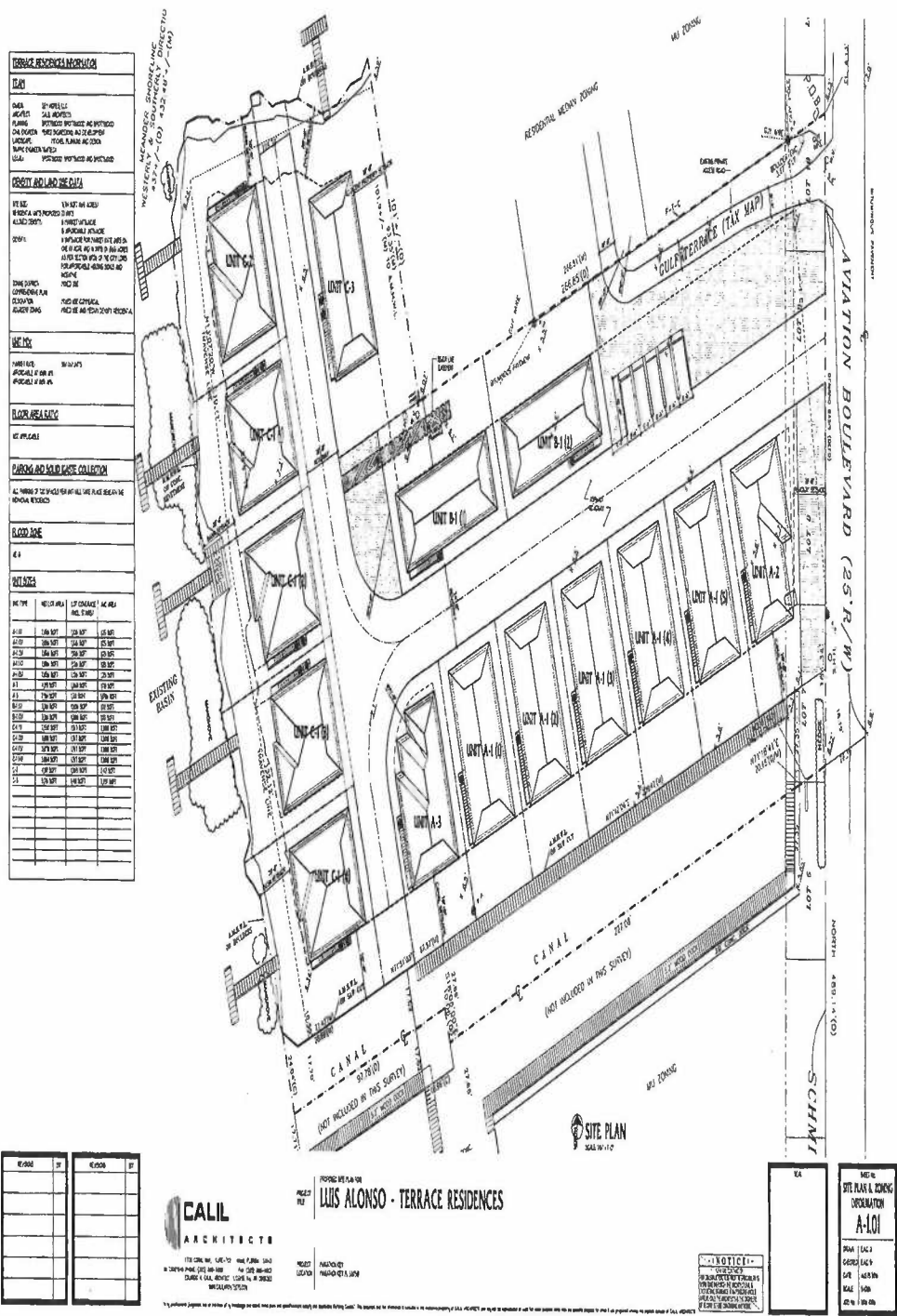
[Notary Seal]



Kathryn K Hunt
Notary Public
Printed Name: _____
My Commission Expires: _____

EXHIBIT C
SITE PLAN





GENERAL INFORMATION	
PLAN	
DATE:	08/11/17
PROJECT:	LUIS ALONSO - TERRACE RESIDENCES
CLIENT:	LUIS ALONSO
LOCATION:	AVIATION BOULEVARD (251' R/W)
SCALE:	AS SHOWN
PROPERTY AND LAND DATA	
PT. 1:	1/4 SECTION 10, T11N, R10E, S10W, CO. 10, CA. 10
PT. 2:	1/4 SECTION 11, T11N, R10E, S10W, CO. 10, CA. 10
USE AND ZONING	
USE:	RESIDENTIAL
ZONING:	RESIDENTIAL MEDIUM DENSITY
FLOOR AREA	
UNIT A-1:	1,100 SQ. FT.
UNIT A-2:	1,100 SQ. FT.
UNIT A-3:	1,100 SQ. FT.
UNIT A-4:	1,100 SQ. FT.
UNIT A-5:	1,100 SQ. FT.
UNIT A-6:	1,100 SQ. FT.
UNIT A-7:	1,100 SQ. FT.
UNIT A-8:	1,100 SQ. FT.
UNIT A-9:	1,100 SQ. FT.
UNIT A-10:	1,100 SQ. FT.
UNIT B-1:	1,100 SQ. FT.
UNIT B-2:	1,100 SQ. FT.
UNIT B-3:	1,100 SQ. FT.
UNIT B-4:	1,100 SQ. FT.
UNIT B-5:	1,100 SQ. FT.
UNIT B-6:	1,100 SQ. FT.
UNIT B-7:	1,100 SQ. FT.
UNIT B-8:	1,100 SQ. FT.
UNIT B-9:	1,100 SQ. FT.
UNIT B-10:	1,100 SQ. FT.

CALIL ARCHITECTS
 PROJECT: LUIS ALONSO - TERRACE RESIDENCES
 ARCHITECT: LUIS ALONSO
 SCALE: 1/8\"/>

REV.	DATE	DESCRIPTION

NOTICE
 THIS DOCUMENT IS THE PROPERTY OF CALIL ARCHITECTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF CALIL ARCHITECTS.

SHEET INDEX

PP-01: MASTER PLAN
 PP-02: TREE DISPOSITION PLAN
 PP-03: SCHEDULES FOR EXISTING PLANTS

MARATHON CITY CODE: LANDSCAPE REQUIREMENTS

SECTION 102.06 - SITE INTERIOR LANDSCAPE		SECTION 102.07 - PAVING AREA	
REQUIREMENTS	STANDARD	STANDARD	NOT APPLICABLE
SECTION 102.06 - LANDSCAPE BUFFER		SECTION 102.07 - STREET CURE TREATMENT	
TYPE: UNPAVED		SECTION 102.07 - STREET CURE TREATMENT	
MINIMUM WIDTH: 10 FEET		SECTION 102.07 - STREET CURE TREATMENT	
MINIMUM WIDTH: 10 FEET		SECTION 102.07 - STREET CURE TREATMENT	
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MINIMUM WIDTH: 10 FEET		SECTION 102.07 - STREET CURE TREATMENT	

CITY OF MARATHON CODE: LANDSCAPE COMPLIANCE

SECTION 102.06 - SITE INTERIOR LANDSCAPE	SECTION 102.07 - PAVING AREA
REQUIREMENTS	NOT REQUIRED
REQUIREMENTS	REQUIREMENTS
SECTION 102.06 - LANDSCAPE BUFFER	
TYPE: UNPAVED	
MINIMUM WIDTH: 10 FEET	
MINIMUM WIDTH: 10 FEET	
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MINIMUM WIDTH: 10 FEET	
MINIMUM WIDTH: 10 FEET	
MINIMUM WIDTH: 10 FEET	
MINIMUM WIDTH: 10 FEET	

MARATHON HOUSING
 AVIATION BLVD
 MARATHON, FLORIDA

Mitchell Planning & Design, Inc.
 11117 Lakeside Dr
 Suite 100
 Ft. Myers, FL 33907
 Phone: 813-939-1234
 Fax: 813-939-1235
 Email: info@mitmitchell.com

MASTER PLAN
 SCALE: 1"=20'

LEGEND:

1 - MULTI-TRUNKED TREE	2 - CANOPY TREE	3 - WIDE SPREAD TREE
4 - BROAD LEAF TREE	5 - WIDE SPREAD TREE	6 - BROAD LEAF TREE
7 - BROAD LEAF TREE	8 - BROAD LEAF TREE	9 - BROAD LEAF TREE
10 - BROAD LEAF TREE	11 - BROAD LEAF TREE	12 - BROAD LEAF TREE
13 - BROAD LEAF TREE	14 - BROAD LEAF TREE	15 - BROAD LEAF TREE
16 - BROAD LEAF TREE	17 - BROAD LEAF TREE	18 - BROAD LEAF TREE
19 - BROAD LEAF TREE	20 - BROAD LEAF TREE	21 - BROAD LEAF TREE
22 - BROAD LEAF TREE	23 - BROAD LEAF TREE	24 - BROAD LEAF TREE
25 - BROAD LEAF TREE	26 - BROAD LEAF TREE	27 - BROAD LEAF TREE
28 - BROAD LEAF TREE	29 - BROAD LEAF TREE	30 - BROAD LEAF TREE

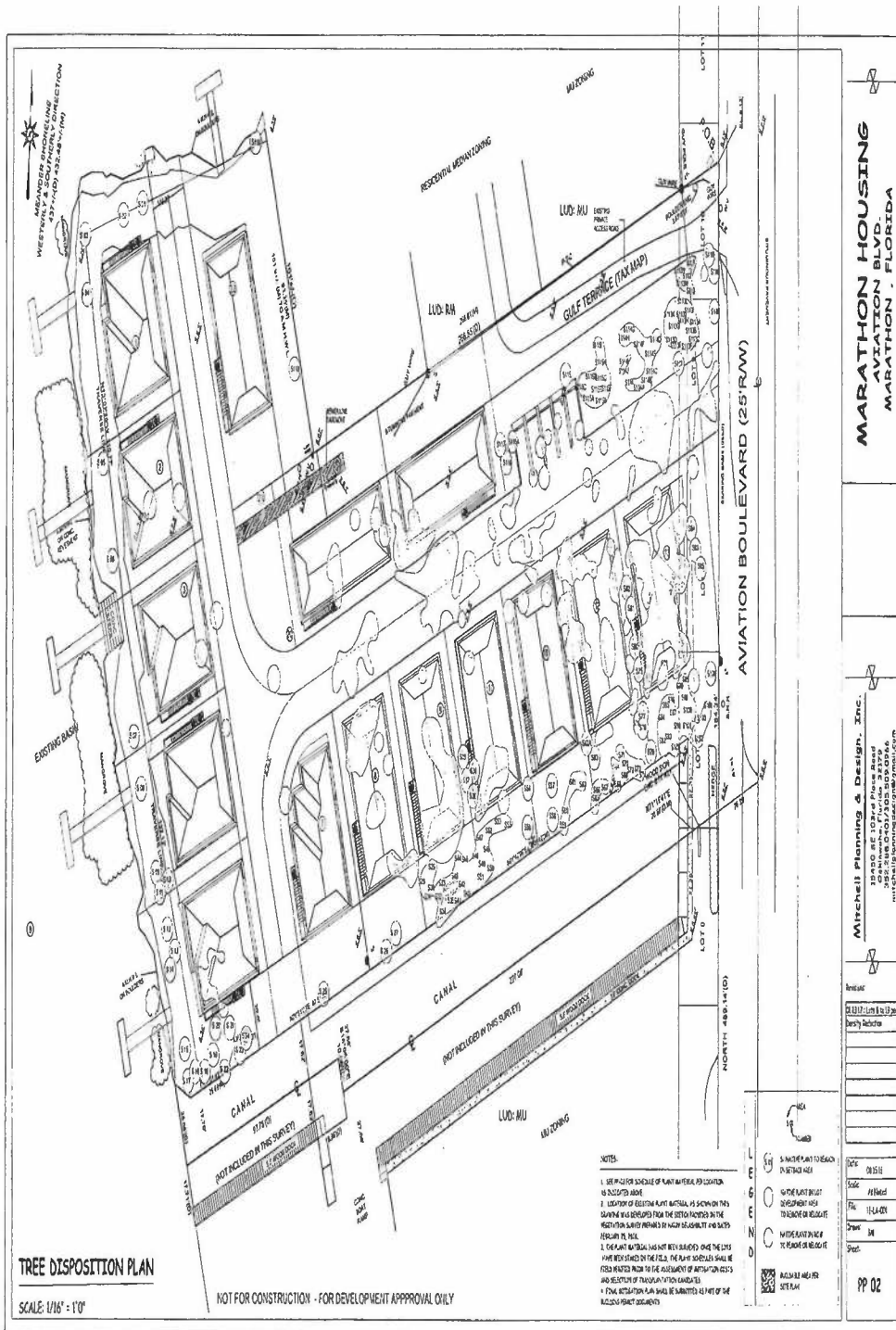


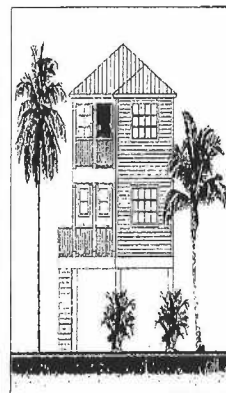
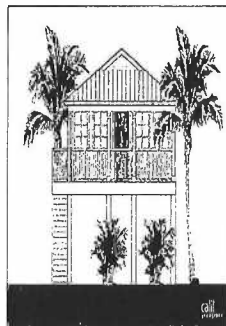
EXHIBIT D

ELEVATIONS AND FLOOR PLANS

LUIS ALONSO - TERRACE RESIDENCES

MARATHON KEY
MARATHON KEY, FL

ARCHITECTURE		LANDSCAPE PLANS	
SHEET	DESCRIPTION	SHEET	DESCRIPTION
A-100	COLORDED SITE PLAN	PP-0	PAVING PLAN
A-101	SITE PLAN / DRAIN INFORMATION	PP-01	TREE DISPOSITION PLAN
A-102	INT A-1 FLOOR PLAN	PP-03	PLANT SCHEDULE
A-103	INT A-2 FLOOR PLAN		
A-104	INT A-3 FLOOR PLAN		
A-105	INT C-1 FLOOR PLAN		
A-106	INT C-2 FLOOR PLAN		
A-107	INT C-3 FLOOR PLAN		
A-108	INT A-1 ELEVATIONS		
A-109	INT A-2 ELEVATIONS		
A-110	INT A-3 ELEVATIONS		
A-111	INT C-1 ELEVATIONS		
A-112	INT C-2 ELEVATIONS		
A-113	INT C-3 ELEVATIONS		



CLIENT
BENHOPE LLC

ARCHITECT
CALL ARCHITECTS
775 GORAL WAY, SUITE 101
MARATHON, FL 33908
(888) 447-5600

PLANNING
SPOTSWOOD, SPOTSWOOD RD
SPOTSWOOD

CIVIL ENGINEER
PETER BOWENING AND
PARTNERS

LANDSCAPE ARCHITECT
MYDRA PLANNING AND DESIGN

PLUMBING ENGINEER
TAYLOR



DEVELOPER
SPOTSWOOD, SPOTSWOOD RD
SPOTSWOOD

REQUIREMENTS

UNIT

MIN. 8' 0" CLEARANCE
MIN. 8' 0" CLEARANCE
MIN. 8' 0" CLEARANCE
MIN. 8' 0" CLEARANCE
MIN. 8' 0" CLEARANCE
MIN. 8' 0" CLEARANCE

UNIT AND LAND USE DATA

UNIT 1: 1 UNIT
UNIT 2: 1 UNIT
UNIT 3: 1 UNIT
UNIT 4: 1 UNIT
UNIT 5: 1 UNIT
UNIT 6: 1 UNIT
UNIT 7: 1 UNIT
UNIT 8: 1 UNIT
UNIT 9: 1 UNIT
UNIT 10: 1 UNIT

UNIT

UNIT 1: 1 UNIT
UNIT 2: 1 UNIT
UNIT 3: 1 UNIT
UNIT 4: 1 UNIT
UNIT 5: 1 UNIT
UNIT 6: 1 UNIT
UNIT 7: 1 UNIT
UNIT 8: 1 UNIT
UNIT 9: 1 UNIT
UNIT 10: 1 UNIT

FLOOR AREA

4,000 SQ. FT.

PARKING AND WASTE COLLECTION

ALL PARKING SPACES SHALL BE 8' 0" X 18' 0" MIN.

ROADSIDE

4'

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	01/15/10
2	01/15/10
3	01/15/10
4	01/15/10
5	01/15/10
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10	01/15/10

REVISIONS

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4	01/15/10
5	01/15/10
6	01/15/10
7	01/15/10
8	01/15/10
9	01/15/10
10	01/15/10

PROFESSIONAL

LUIS ALONSO - TERRACE RESIDENCES

CALIL ARCHITECTS

1700 W. 10TH ST. SUITE 100
DENVER, CO 80202
TEL: 303.733.1111
WWW.CALILARCHITECTS.COM

DESIGNED BY CALIL ARCHITECTS
DATE 01/15/10

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REVISIONS

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REVISIONS

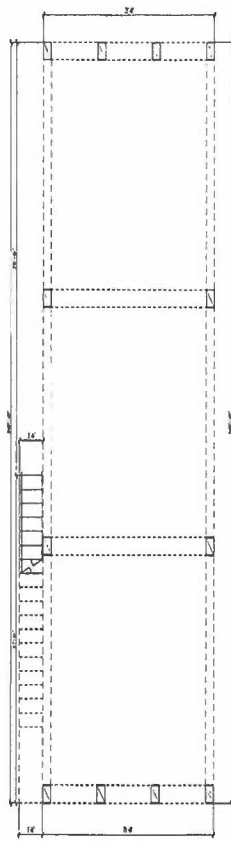
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REVISIONS

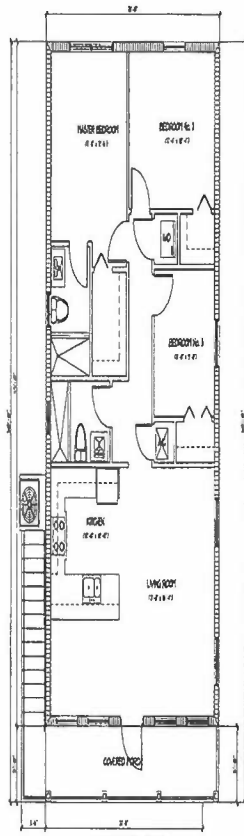
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REVISIONS

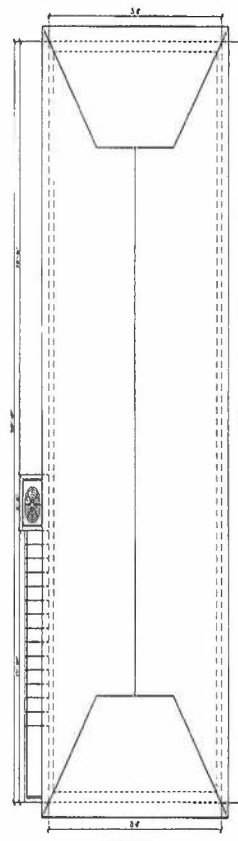
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9	01/15/10
10	01/15/10



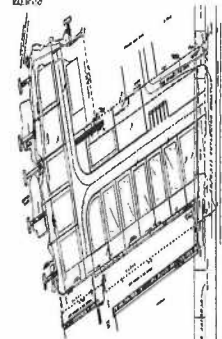
GROUND FLOOR PLAN
SCALE: 1/8" = 1'-0"



FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"



ROOF PLAN
SCALE: 1/8" = 1'-0"



KEY PLAN - UNIT A-1
SCALE: 1/8" = 1'-0"

DATE	BY	DESCRIPTION

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ARCHITECTS

1732 20th Ave., Suite 100, San Francisco, CA 94134
415.774.4444 FAX: 415.774.4444
WWW.CALILARCHITECTS.COM

PROJECT NAME
LUIS ALONSO - TERRACE RESIDENCES

PLAC

FILE

DATE

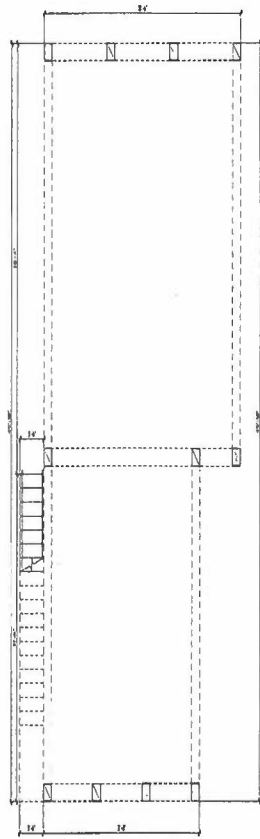
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2020-01-15

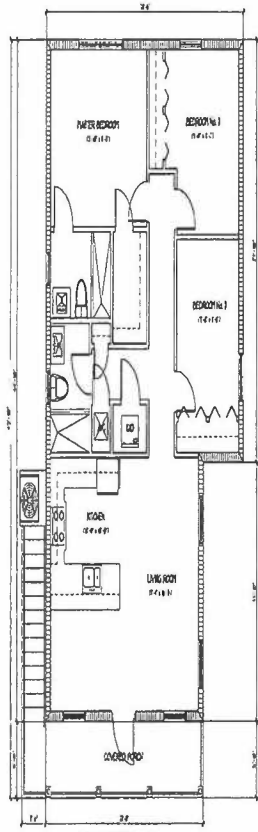
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NO.	DATE	DESCRIPTION

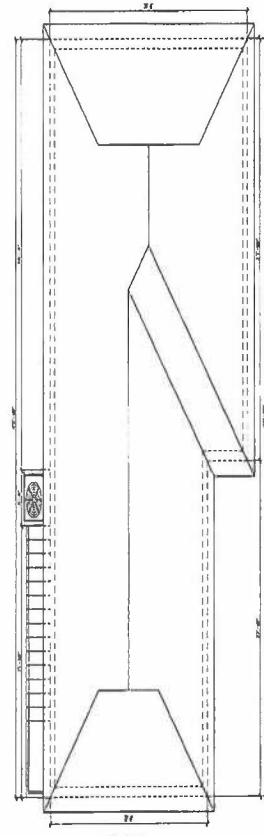
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1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
3. FINISHES TO BE SPECIFIED BY ARCHITECT.
4. ALL WORK TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
5. ALL WORK TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.



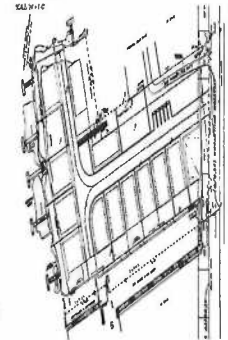
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SCALE: 1/4" = 1'-0"



FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"



ROOF PLAN
SCALE: 1/4" = 1'-0"



KEY PLAN - UNIT A-2
SCALE: 1/4" = 1'-0"

NO.	REV.	DATE	BY

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1730 W. 10TH ST. SUITE 100
LOS ANGELES, CA 90024
TEL: 213.487.1234
WWW.CALILARCHITECTS.COM

PROJECT NAME
LUIS ALONSO - TERRACE RESIDENCES

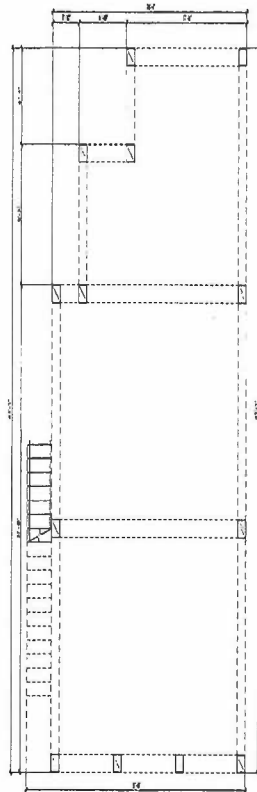
PROJECT NO.
18000-015-000

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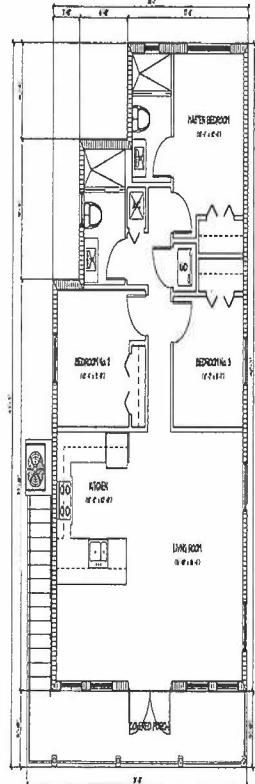
NO.	REV.	DATE	BY

A-2.02

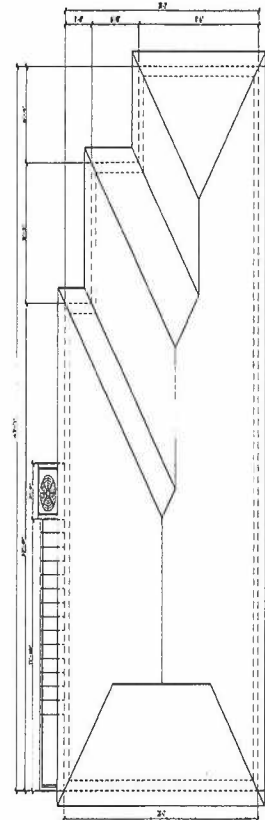
PROJECT NO.
18000-015-000



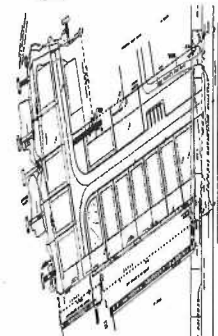
GROUND FLOOR PLAN
SCALE: 1/8" = 1'-0"



FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"



ROOF PLAN
SCALE: 1/8" = 1'-0"



KEY PLAN - UNIT A-3
SCALE: 1/4" = 1'-0"

NO.	DATE	BY	DESCRIPTION

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1700 S. MAIN ST., SUITE 100 - ANAHEIM, CA 92805
 714.771.1111 FAX: 714.771.1112
 10000 S. MAIN ST., SUITE 100 - ANAHEIM, CA 92805
 714.771.1111 FAX: 714.771.1112

PROJECT NAME
LUIS ALONSO - TERRACE RESIDENCES

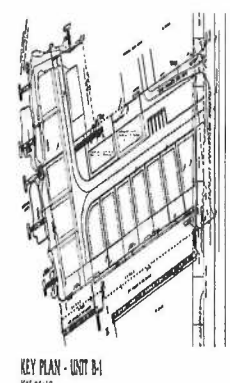
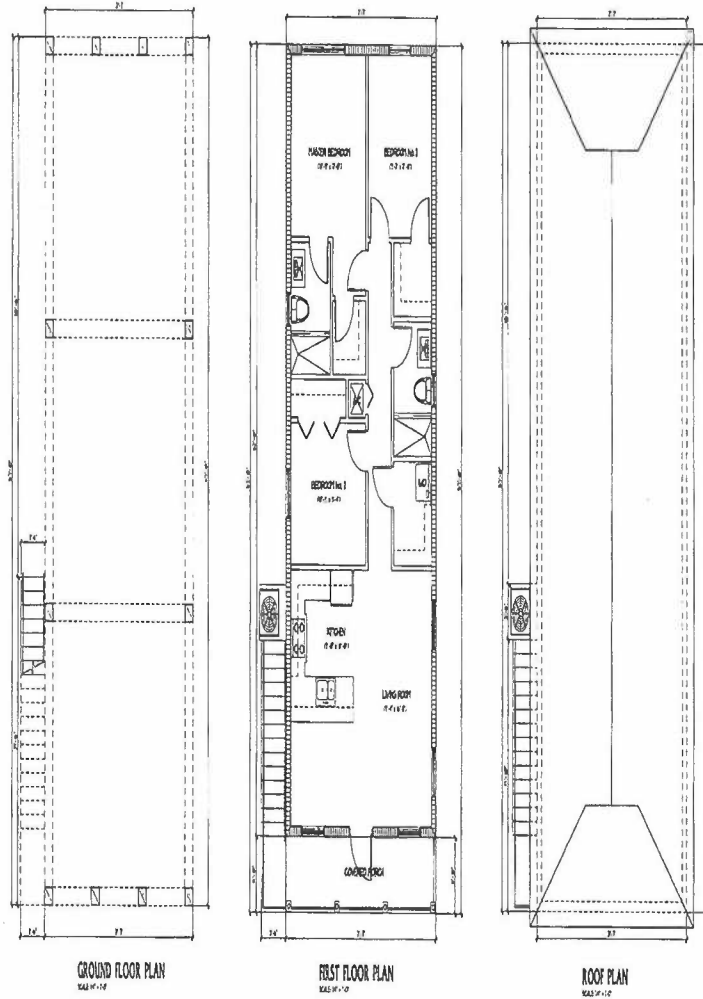
PROJECT NO.
17000000000000000000

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 DATE 08/14/2018 BY 60322/UCBAW/STP/STP

NO.	DATE	BY	DESCRIPTION

NO. 10
A-2.03

DATE: 08/14/2018
 BY: 60322/UCBAW/STP/STP



REVISION	BY	REVISION	DATE

CALL
ARCHITECTS

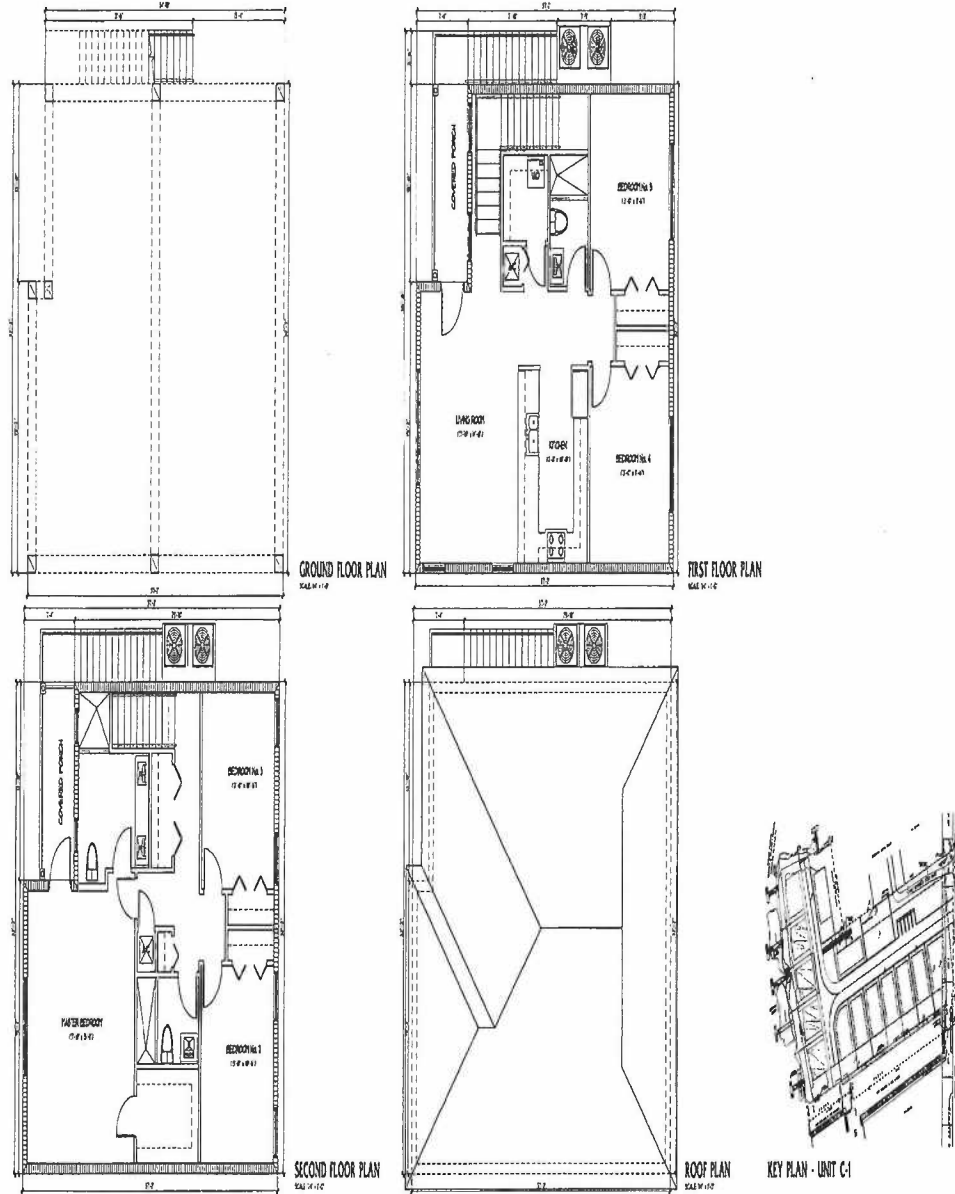
1101 1/2 AVENUE, SUITE 100, HOUSTON, TEXAS 77002
 281-441-1111 FAX 281-441-1112
 WWW.CALLARCHITECTS.COM

PROJECT: LUIS ALONSO - TERRACE RESIDENCES

DESIGNED BY: LUIS ALONSO
 DRAWN BY: LUIS ALONSO

DATE: 04/14/10	SCALE: 1/8" = 1'-0"
A-2.04	
DATE: 04/14/10	SCALE: 1/8" = 1'-0"

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ARCHITECTS
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408-261-1000 FAX 408-261-1001
WWW.CALILARCHITECTS.COM

PROPOSED FLOOR PLAN
FOR
LUIS ALONSO - TERRACE RESIDENCES

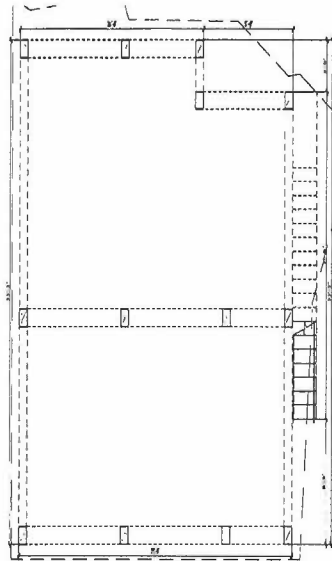
PROJECT LOCATION: SAN JOSE, CALIF.

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DATE 08/14/2018 BY 60322 UCBAW
FOR INFORMATION CONTACT THE NATIONAL ARCHIVE AT COLLEGE PARK, MARYLAND
WWW.NATIONALARCHIVE.GOV

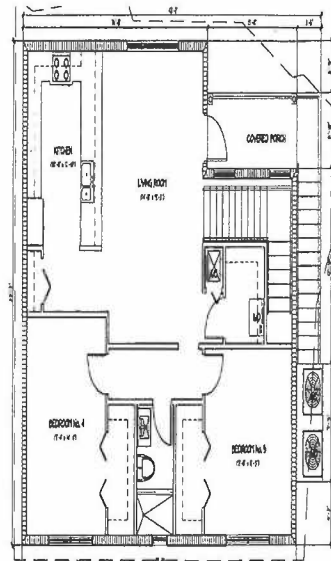
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A-2.05

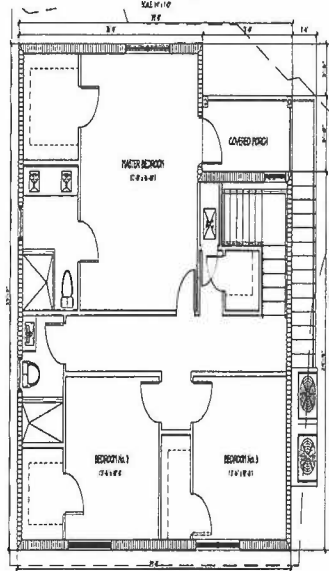
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DRAWN BY: JMM/2018



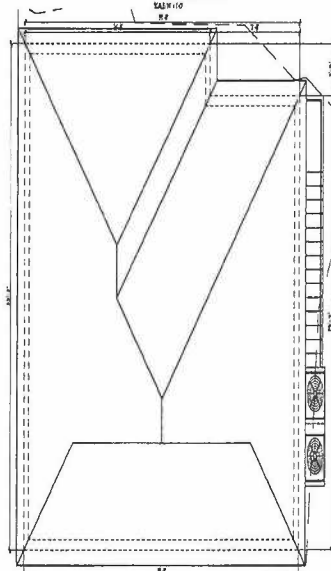
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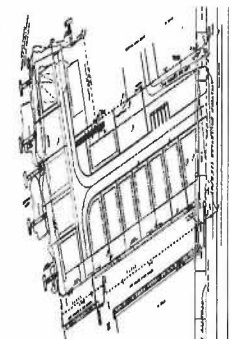
FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"



SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



ROOF PLAN
SCALE: 1/8" = 1'-0"



KEY PLAN - UNIT C-2
SCALE: 1/8" = 1'-0"

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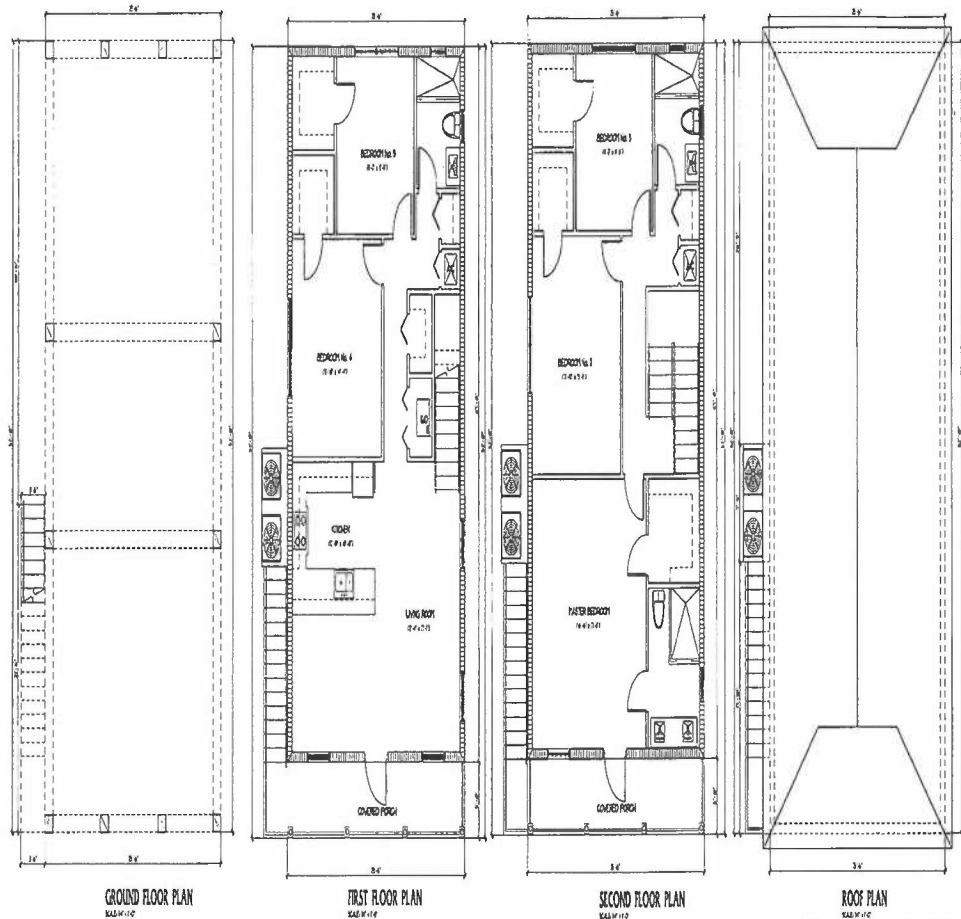
1333 CHRYSLER BLVD., SUITE 100
HOUSTON, TEXAS 77002
TEL: 713.865.1234
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PROJECT NO. 2278101
LUIS ALONSO - TERRACE RESIDENCES

DESIGNED BY: CALIL ARCHITECTS
DRAWN BY: [Name]
CHECKED BY: [Name]

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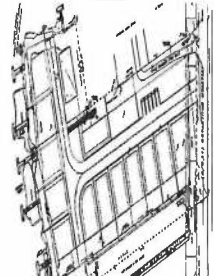


GROUND FLOOR PLAN
SCALE: 1/8" = 1'-0"

FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"

ROOF PLAN
SCALE: 1/8" = 1'-0"



KEY PLAN - UNIT C-3
SCALE: 1/8" = 1'-0"

NO.	DATE	REVISION

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PROJECT NAME: **LUIS ALONSO - TERRACE RESIDENCES**

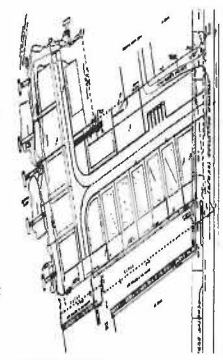
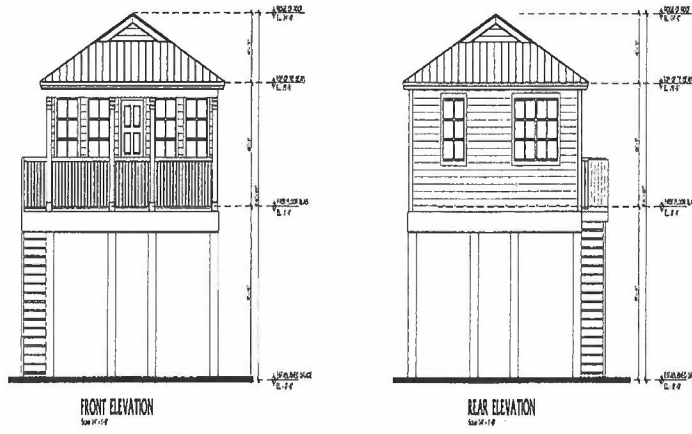
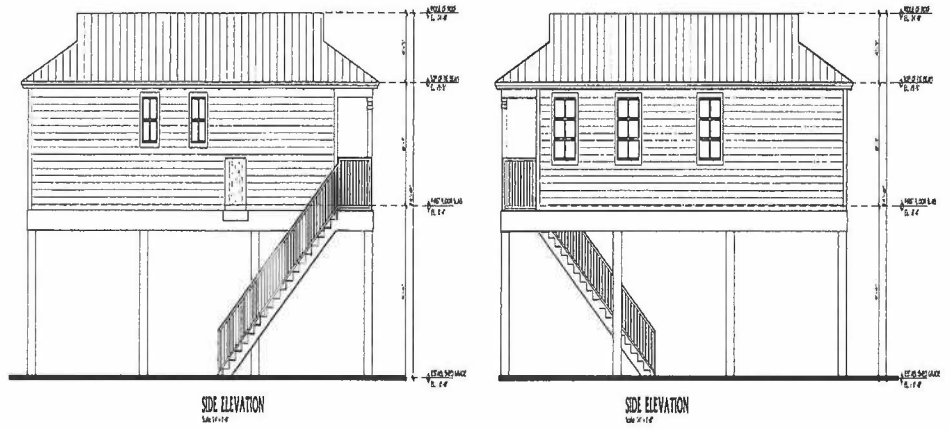
1700 CALIFORNIA STREET, SUITE 100, SAN FRANCISCO, CA 94109
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NO.	DATE	REVISION

UNIT NO: **FLOOR PLANS**
A-2.07
DRAWN BY: DAC
CHECKED BY: DAC
DATE: 08/14/2018
SCALE: 1/8" = 1'-0"



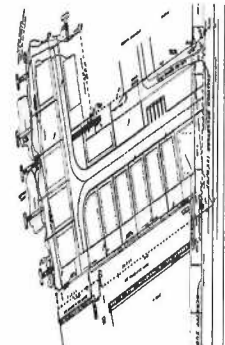
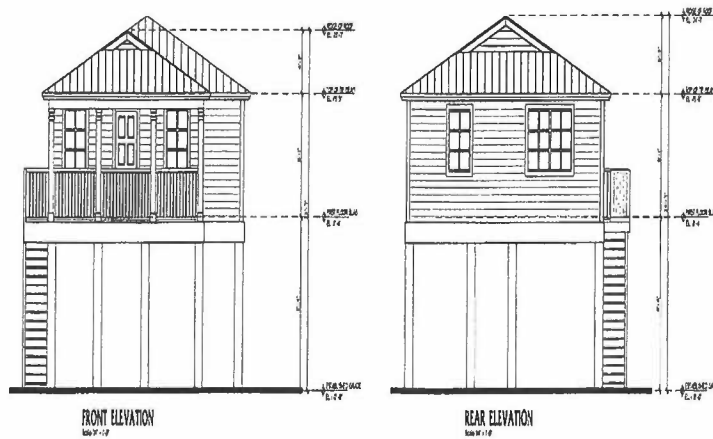
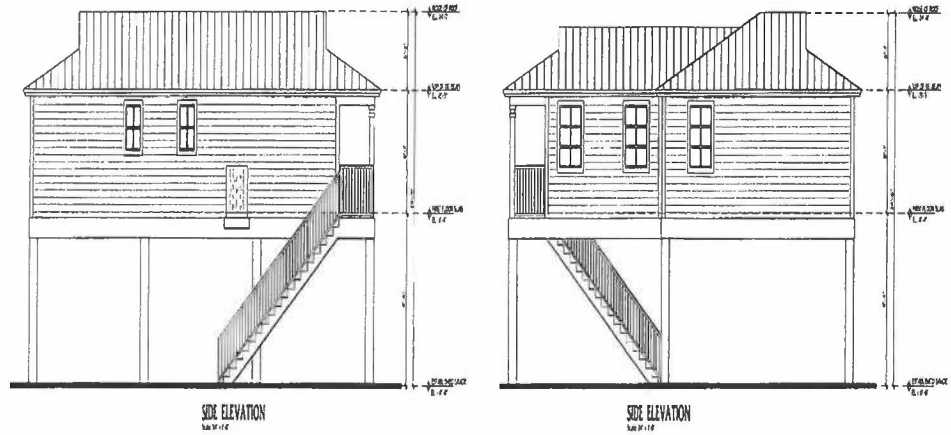
NO.	DATE	BY	DESCRIPTION

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 1100 W. 10TH ST. SUITE 100
 LOS ANGELES, CA 90015
 TEL: (213) 481-1111 FAX: (213) 481-1112
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PROJECT: PROPOSED RESIDENCES
 LUIS ALONSO - TERRACE RESIDENCES
 PREPARED BY: CALIL ARCHITECTS
 DATE: 10/21/2020

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REVISIONS
 A-301
 DATE: 10/21/2020
 DRAWN BY: JAC
 CHECKED BY: JAC
 SCALE: AS SHOWN
 SHEET NO.: 45 OF 54



NO.	DATE	BY	DESCRIPTION

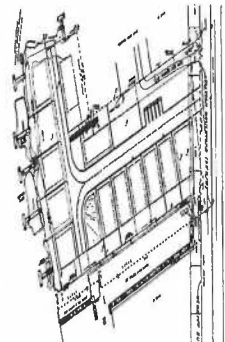
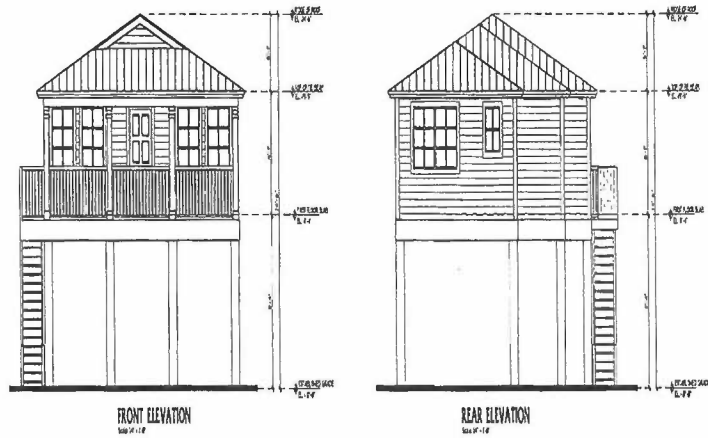
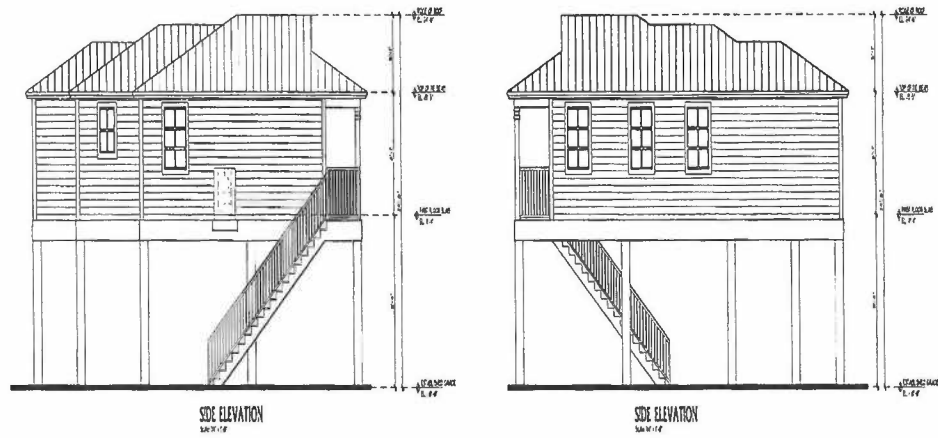
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PROPOSED FLOOR PLAN
LUIS ALONSO - TERRACE RESIDENCES

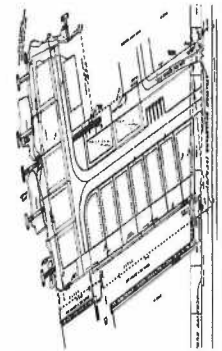
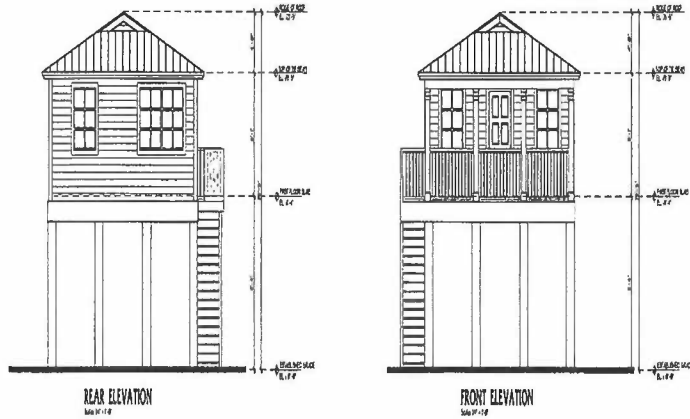
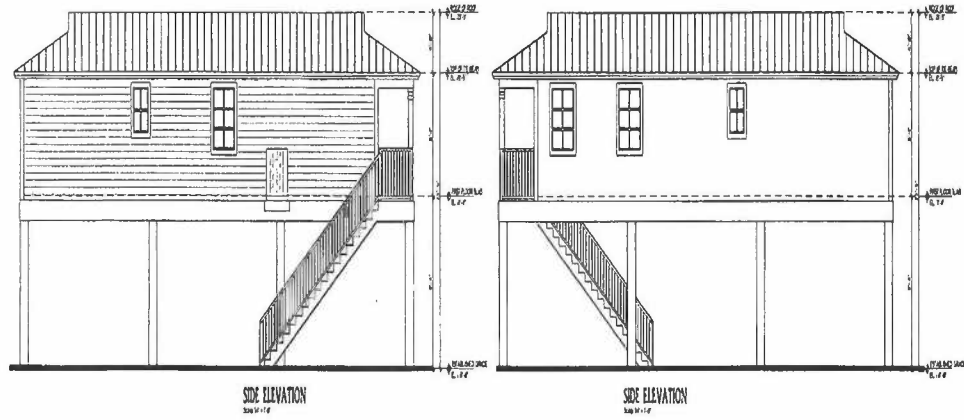
PROJECT NO. 2018-001
 DRAWN BY: J. L. LEE
 CHECKED BY: J. L. LEE
 DATE: 08/14/18

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NO.	DATE	BY	REVISION

A-303

DATE: 08/14/18
 SCALE: 1/8" = 1'-0"
 SHEET NO.: 47 OF 54



REV#	BY	DATE	DESCRIPTION

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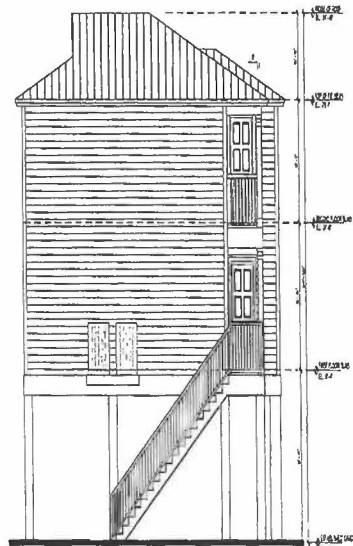
133 2ND ST, SUITE 101, SAN JOSE, CA 95112
408 954-1000 FAX 408 954-1005
WWW.CALILARCHITECTS.COM

PROJECT: LUIS ALONSO - TERRACE RESIDENCES

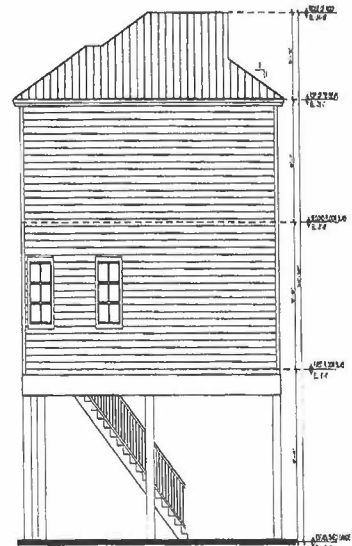
PROJECT: PHASE 01
LOCATION: SAN JOSE, CA

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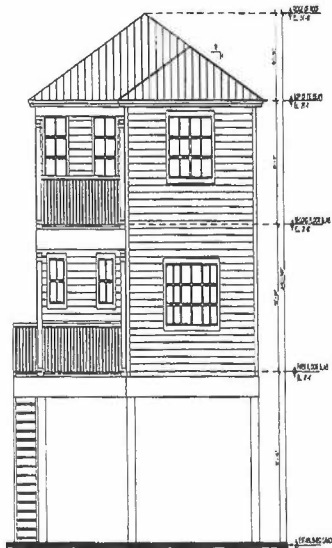
NO.	DATE	DESCRIPTION



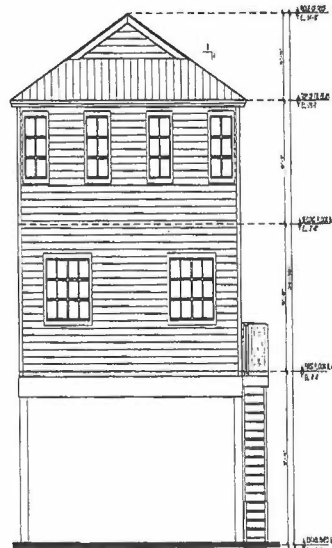
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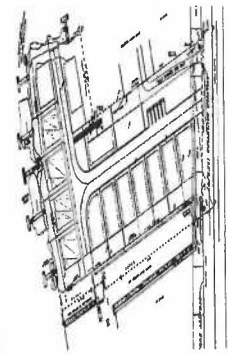
SIDE ELEVATION
Scale 1/8" = 1'-0"



FRONT ELEVATION
Scale 1/8" = 1'-0"



REAR ELEVATION
Scale 1/8" = 1'-0"



KEY PLAN - UNIT A-1
Scale 1/8" = 1'-0"

NO.	DATE	BY	REVISION

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TEL: 415.774.1111 FAX: 415.774.1112
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PROPOSED PLAN FOR
LUIS ALONSO - TERRACE RESIDENCES

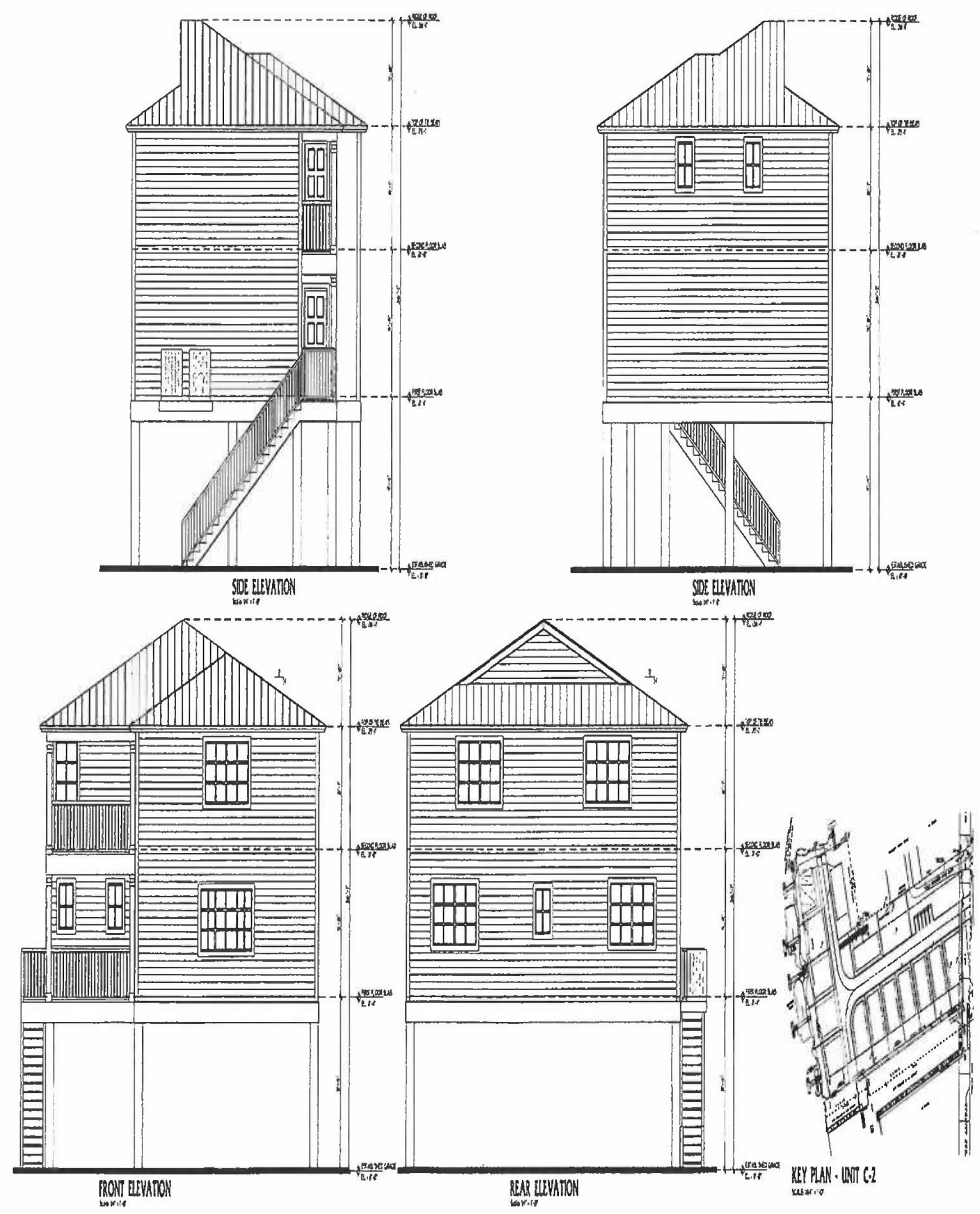
PROJECT NO. 2019-001
DATE: 01/15/2020

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A-305

DATE: 01/15/2020
SCALE: 1/8" = 1'-0"



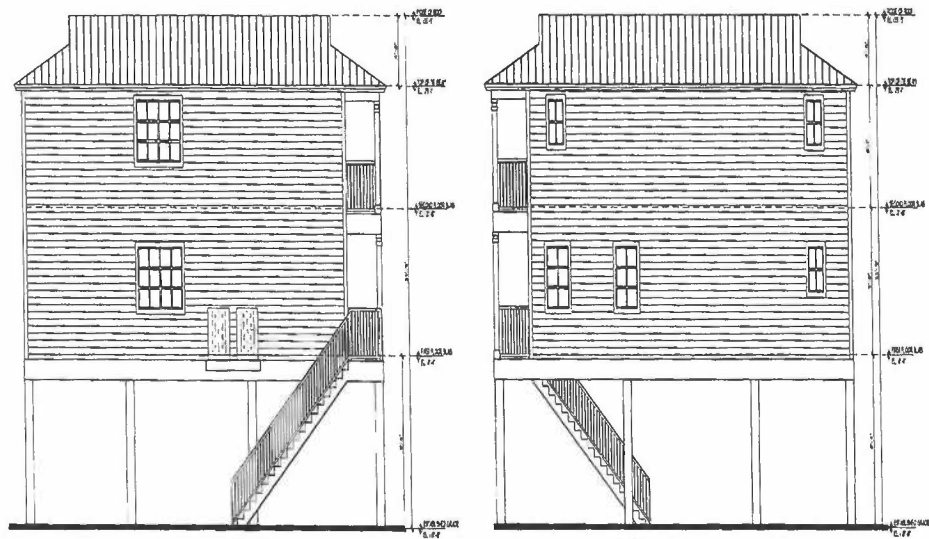
NO.	DATE	BY	DESCRIPTION

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178 CALIF. ST. SUITE 101 SAN FRANCISCO, CA 94102
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PROJECT: LUIS ALONSO - TERRACE RESIDENCES
DATE: 10/21/2020
DRAWN BY: [Name]
CHECKED BY: [Name]

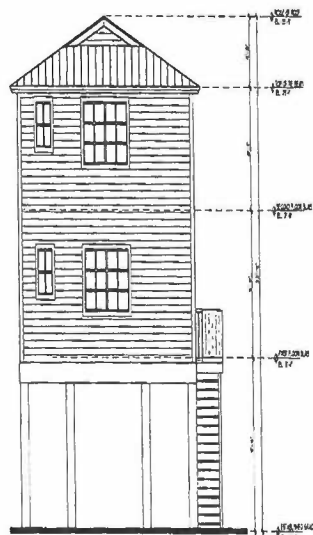
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SCALE	DATE

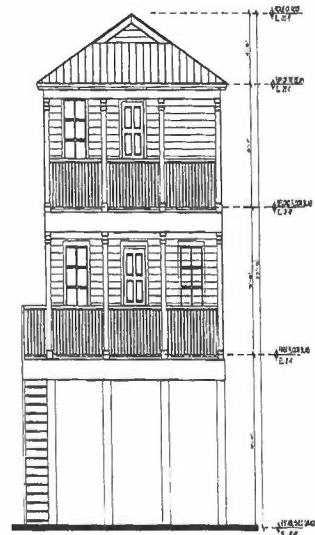


SIDE ELEVATION
SHEET C-1

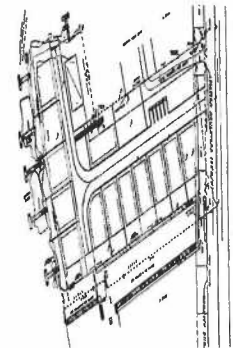
SIDE ELEVATION
SHEET C-2



REAR ELEVATION
SHEET C-3



FRONT ELEVATION
SHEET C-4



KEY PLAN - UNIT C-3
SHEET C-5

NO.	DATE	BY	REVISION

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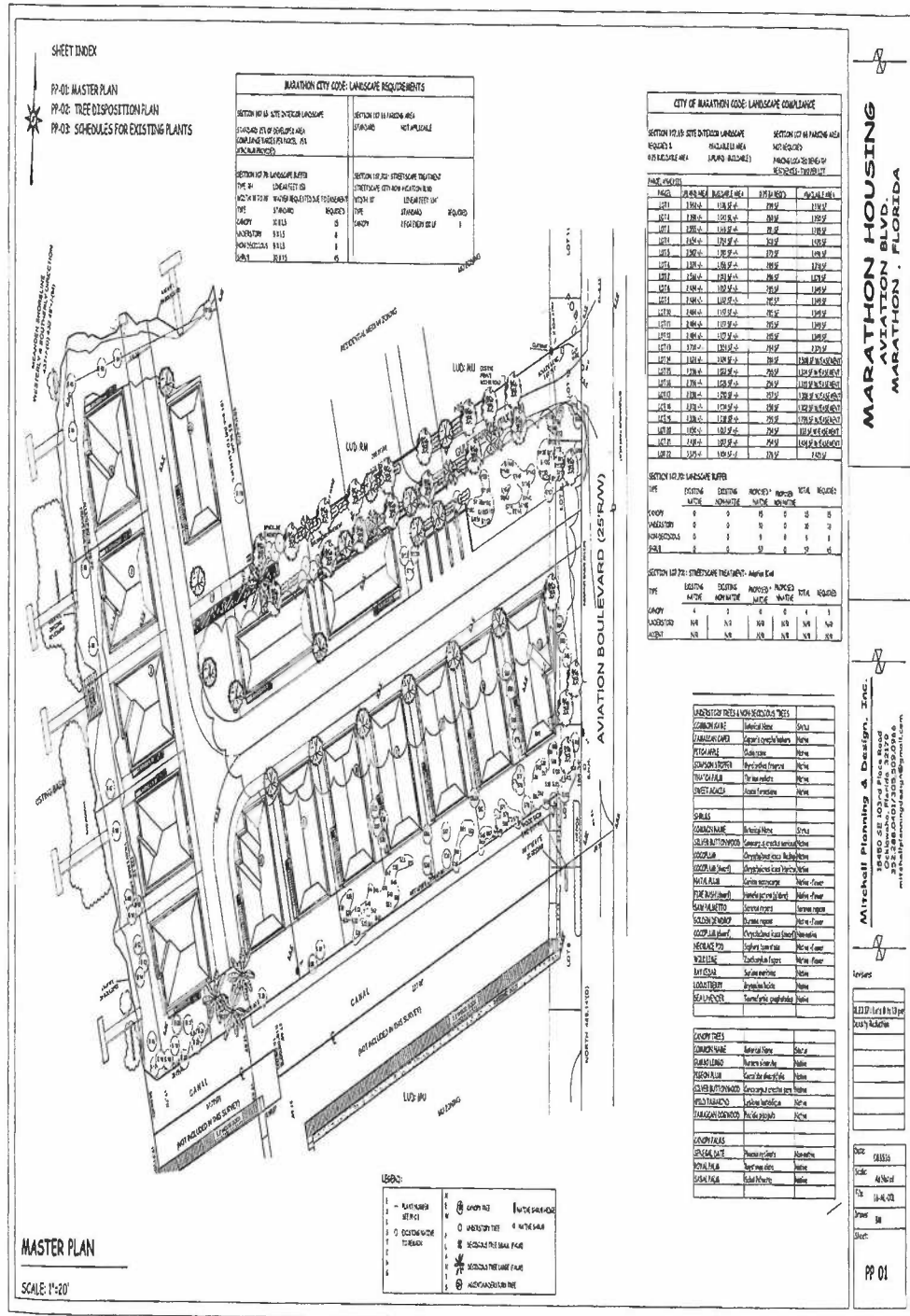
1700 17th St., Suite 100, San Francisco, CA 94111
415.774.1100
www.calil.com

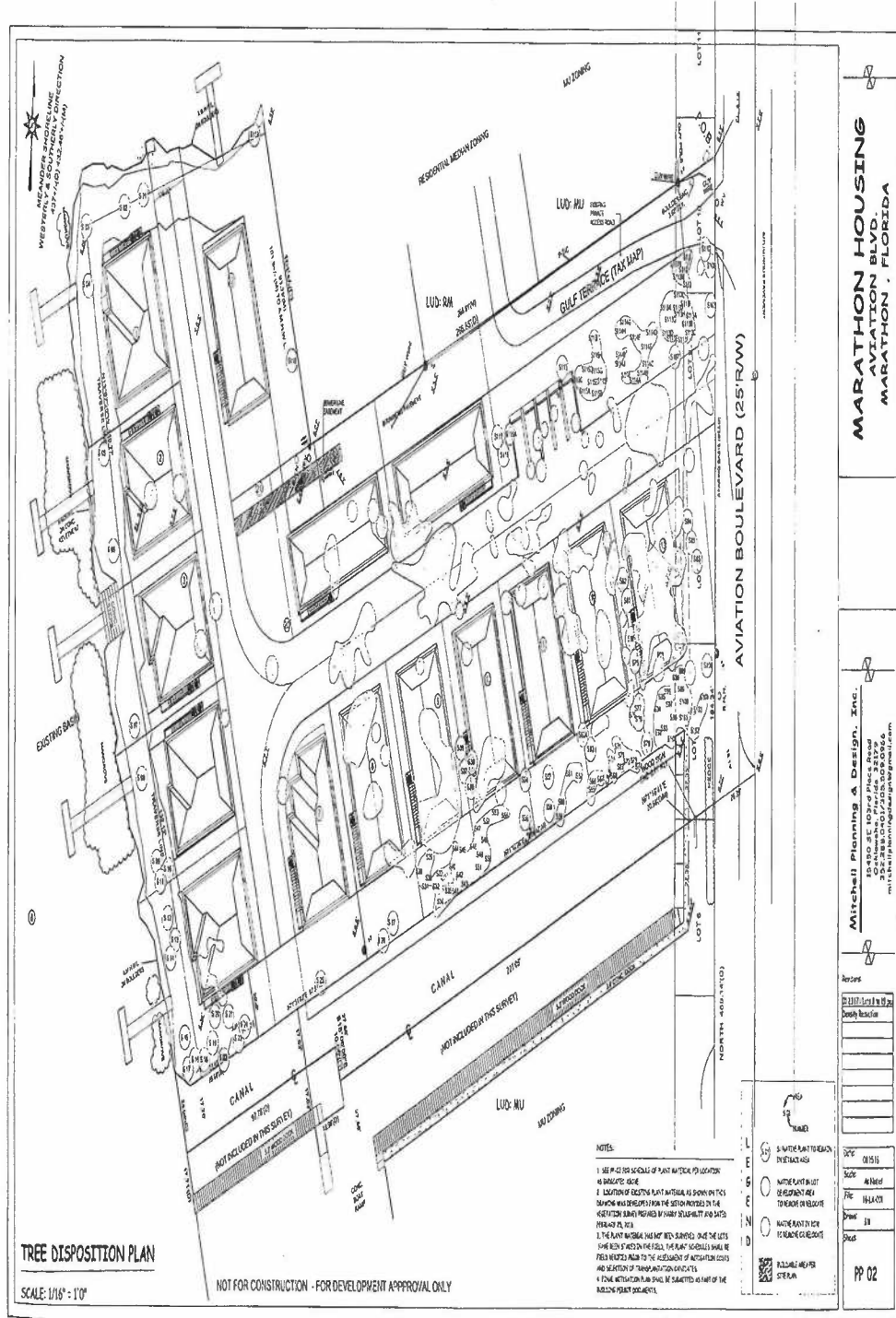
PROJECT: LUIS ALONSO - TERRACE RESIDENCES

DESIGNED BY: CALIL ARCHITECTS
DATE: 01/15/2020

NO.	DATE	BY	REVISION

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 AVIATION BLVD.
 MARATHON, FLORIDA

Mitchell Planning & Design, Inc.
 2000 Highway 90A, Suite 201
 Ft. Lauderdale, FL 33309
 Phone: (754) 443-3333
 Fax: (754) 443-3334
 www.mitchellplanning.com

Revisions

NO.	DATE	DESCRIPTION
1	08/15/16	As Noted
2	11/14/17	As Noted
3	11/14/17	As Noted

PP 02

- NOTES
- SEE PLANS FOR SCHEDULE OF PLANT MATERIAL LOCATIONS TO BE PLANTED.
 - LOCATION OF EXISTING PLANT MATERIAL IS SHOWN ON THIS SURVEY AND DISPOSED FROM THE SURVEY PER THE DISPOSITION PLAN (SEE THE ATTACHED SCHEDULE REQUIRED BY COUNTY ORDINANCE AND BATES REGULATORY PLAN).
 - THE PLANT MATERIAL SCHEDULE HAS BEEN SUBMITTED. THAT THE LOTS HAVE BEEN RECORDED AND THAT THE PLANT MATERIALS SHALL BE PLANTED WITHIN THE REVISIONS OF THE SURVEY AND REVISIONS OF THE DISPOSITION PLAN.
 - THE DISPOSITION PLAN SHALL BE SUBMITTED AS PART OF THE RESUBMITTAL DOCUMENT.

TREE DISPOSITION PLAN
 SCALE: 1/16" = 1'-0"
 NOT FOR CONSTRUCTION - FOR DEVELOPMENT APPROVAL ONLY

