

## COUNCIL AGENDA STATEMENT



**Meeting Date:** August 11, 2020  
**To:** Honorable Mayor and Council Members  
**From:** George Garrett, Planning Director  
**Through:** Cuck Lindsey, City Manager

**Agenda Item:** Consideration Of A Request By Seasons, Inc. (With Approval Of The Owner, Crystal Cove Market Site, LLC) For A Conditional Use Permit And Development Agreement Pursuant To Chapter 102, Articles 8 And 13 Of The City Of Marathon Land Development Regulations (LDRs) Entitled “Development Agreement” And “Conditional Use Permits” Respectively, Proposing The Development Of Twenty-Six (26) Transient Residences (Two & Three Bedroom) And Eighteen (18) One-Bedroom Hotel Style Transient Units With Amenities; Seeking To Sever The Connection With The Conditional Use Permit And Development Agreement Identified In Resolutions 2019-55 And 2016-72 (Crystal Cove Housing Partners, LP) In Favor Of The Project And Agreements Proposed Herein; For Property Located At 881 50<sup>th</sup> Street, Gulf, Marathon, Florida, Which Is Legally Described As Lying Within Township 66S, Section 6, Range 32E; Key Vaca, Marathon, Florida; Having Real Estate Number 00327150-000100. Nearest Mile Marker 50 (49.75).

### **RECOMMENDATION:**

The Planning Commission unanimously (3/0 Leonard left early, Gilson absent) recommends conditional approval of the Seasons Inc project proposing twenty-six (26) transient residences (two & three bedroom) and eighteen (18) one-bedroom hotel style transient units with amenities. The proposed conditions follow:

#### Conditions of Approval

1. The 2020 Applicant will develop twenty-six (26) transient residential units, eighteen hotel units, one thousand six hundred thirty-three (1,633) square feet of commercial floor area with associated storage area, twenty-eight (28) wet slips, swimming pool(s), a bath house, food truck service, and other accessory uses on the area designated by the 2016 Development Agreement for development as RV Park RV sites
2. Through this approval, the City acknowledges the independence of this project from Crystal Cove Housing Partners LP (Resolutions 2019-55 & 2016-72) and hereby approves an independent Conditional Use Permit and Development Agreement.
3. A final lighting plan must be submitted which meets or exceeds LDR requirements
4. A final parking schedule must be provided which meets or exceeds LDR requirements
5. An administrative setback variance is granted to allow a fifteen (15) foot setback from the mean high water line.

6. Where the project boundary buffer is reduced, thicker landscaping and screening is required pursuant to the Alternative Compliance Landscape Plan approved by the Technical Review Committee.
7. A final landscape plan must be submitted prior to permit issuance which meets or exceeds LDR requirements
8. Additional screening is to be created along the canal facing residential properties to the west. The criteria established in Section 107.66 F shall be applied to this area, the area facing neighboring residential development, and the boundary between this project and the affordable housing project with the additional height needed to screen headlights.
9. All dumpsters are to be screened per requirements established in the LDRs.
10. As required by Code the project shall provide a minimal number of bike racks.
11. All conditions imposed under fire safety code as presented by the Fire Marshall must be met prior to permit issuance.
12. All signs will be reviewed and approved for compliance with the City of Marathon LDR's.
13. Acquisition of any additional development rights, as authorized through this development approval are the responsibility of the developer.
14. The developer and the City shall enter into a Development Agreement which specifically identifies criteria for the final approval of the project proposed herein and separates the current project, Seasons, Inc from the Crystal Cove Market Site LLC
15. The applicant shall provide a NFP 303-compliant standpipe system for docks and one (1) hydrant to service project site in accordance with fire protection requirements as outlined by the City Fire Marshal;
16. The applicant will meet all floodplain-related requirements as part of the Building Permit process;
17. The applicant shall provide plans indicating connection point to the City of Marathon Wastewater Treatment Plant when provided by Utilities department and pay any assessments due resulting from change in use;
18. The applicant shall connect project site to existing injection well and comply with the 25-year, 72-hour storm drainage requirements;
19. The Conditional Use Development Order will constitute the Certificate of Concurrency for the project. The determination will be valid for one year from the effective date;
20. All signs will be reviewed and approved for compliance with the City of Marathon LDR's.
21. Each transient residential unit shall comply with all hurricane evacuation requirements set forth for City transient uses.
22. Existing entitlements include thirty-four point four (34.4) transient residential units, one (1) market rate residential unit, and one thousand six hundred thirty-three (1,633) square feet of commercial development. If applicable, these entitlements may be utilized to complete the project as approved.
23. Fourteen (14) transferrable Transient Residential Units (TRU's) are required prior to the issuance of a Building Permit for the eighteen (18) until hotel building. The completed transfer shall comply with any applicable affordable and workforce housing requirements.
24. The approval of this Amended Revised Development Order does not modify the Revised Development Order with regard to the development of the forty-six (46) affordable residential units (commonly known as Residences at Crystal Cove) allocated for construction on the balance of the property. Except that ingress/egress and utilities will be located within an easement as depicted on the Conceptual Site Plan attached as Exhibit \_\_\_\_\_.

25. The criteria applicable to community workforce units required by the City Code shall be met.
26. The twenty-six (26) transient residential units may be sold as fee simple townhome units within a resort condominium property.
27. Twenty-eight (28) wet slips are allowed for the development. One dock slip is to be allocated for each transient residential unit and the remainder available to the hotel units. Live aboard vessels as defined in Chapter 110, Article 3 of the City Code shall not be permitted. However, nothing in this Agreement shall be construed to prohibit seasonal long-term boat mooring in the marina at the Crystal Bay Property.

**APPLICANT/ OWNER:** Seasons Inc. (Vendee) / Crystal Cove Market Site, LLC (Current Owner)

**AGENT:** Barbara Mitchell dba Mitchell Planning and Design, Inc. / Mike Aranda Sr. & Jr.

**LOCATION:** The project site is located at 881 50<sup>th</sup> Street, Marathon – Nearest Mile Marker 47.5. **See Figure 1.**

**Figure 1  
Project Site**



**LOT SIZE:**

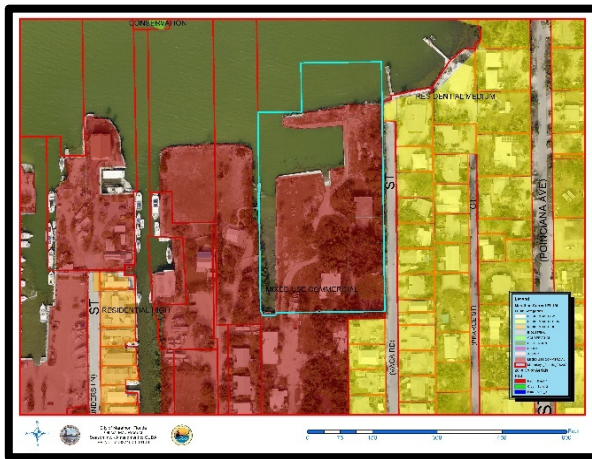
Total acreage	4.15 Acres (Ac.)	180,774 Square Feet (Sq. Ft.)
Upland	2.71 Ac.	117,893 Sq. Ft.
Submerged	1.44 Ac.	62,726 Sq. Ft.

**REQUEST:** A Conditional Use Permit and Development Agreement to authorize development of the subject property having the real estate numbers 00327150-000100 to include twenty-six (26) transient residences (two & three bedroom) and eighteen (18) one-bedroom hotel style transient units with amenities.

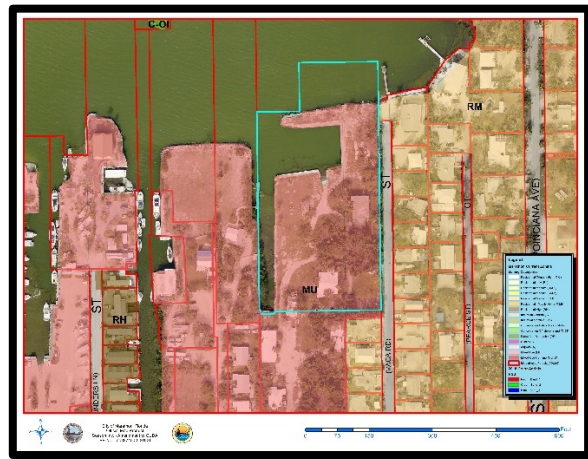
**FUTURE LAND USE AND ZONING MAP DESIGNATIONS:**

Mixed Use Commercial (MUC) and Mixed Use (MU). See Figure 2 A. and B.

**2.A FLUM Map**



**2.B Zoning Map**



**SURROUNDING ZONING AND USES:**

	<u><b>Zoning</b></u>	<u><b>Use</b></u>
<b>North</b>	Gulf of Mexico	NA
<b>East</b>	Mixed Use, Residential Medium	Sea Dell Motel, Hall's Scuba, Residential homes of 50 <sup>th</sup> street
<b>South</b>	Mixed Use, Residential Medium	Marameade Amended Subdivision, Marathon Vet, Cracked Conch, Island Tire, Sandal Factory
<b>West</b>	Mixed Use, Residential High	Vacant land, Residential homes, Residential homes of 47 <sup>th</sup> street

**EXISTING CONDITIONS:**

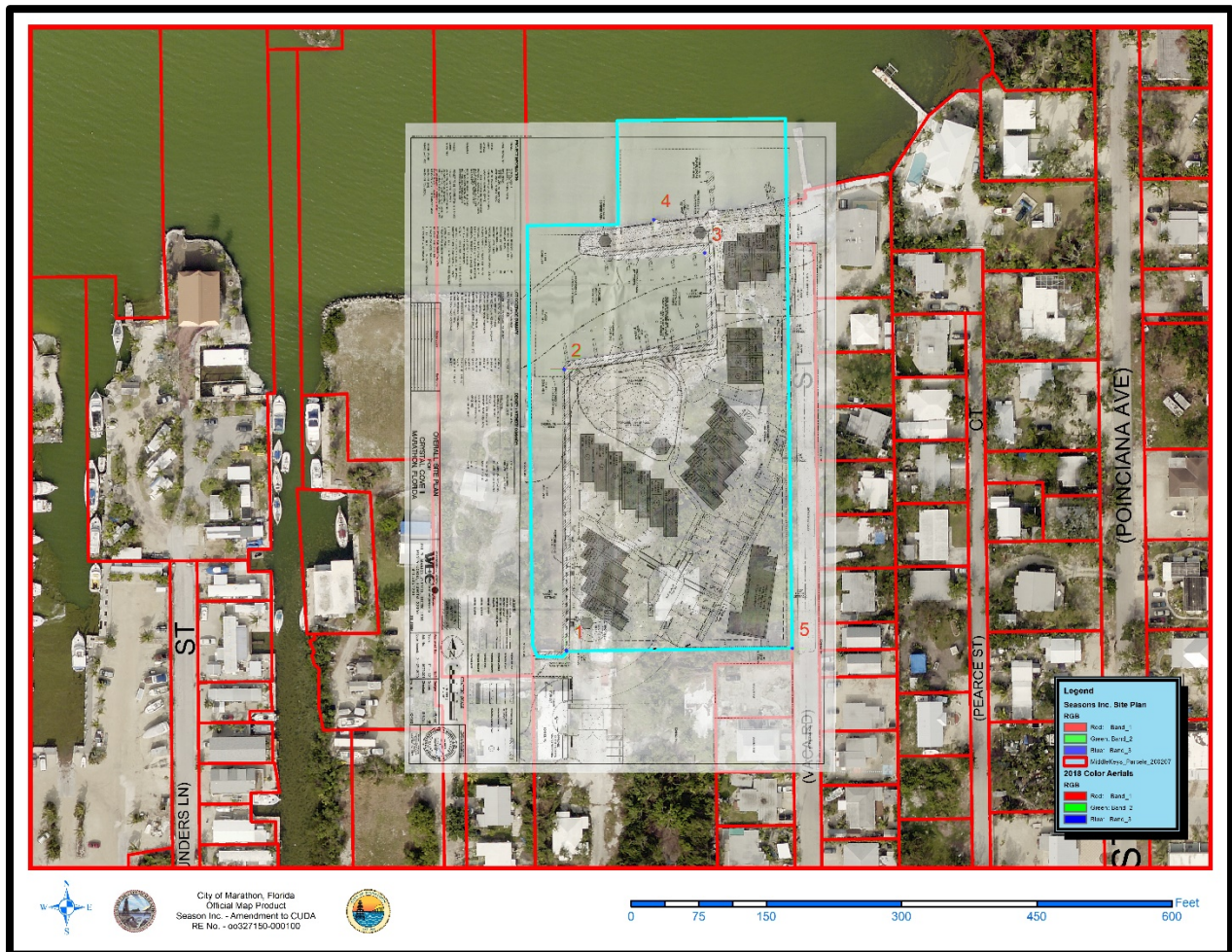
The project site consists of the remains of 1950-60s era resort, including several residences, a marina and amenities. Most of these features have been demolished at this juncture.



## PROPOSED REDEVELOPMENT:

The proposed development is a hotel resort to include twenty-six (26) transient residences (two & three bedroom) and eighteen (18) one-bedroom hotel style transient units with amenities. See Figure 3 for Site Plan layout.

**Figure 3**  
**Proposed Redevelopment Site Plan**



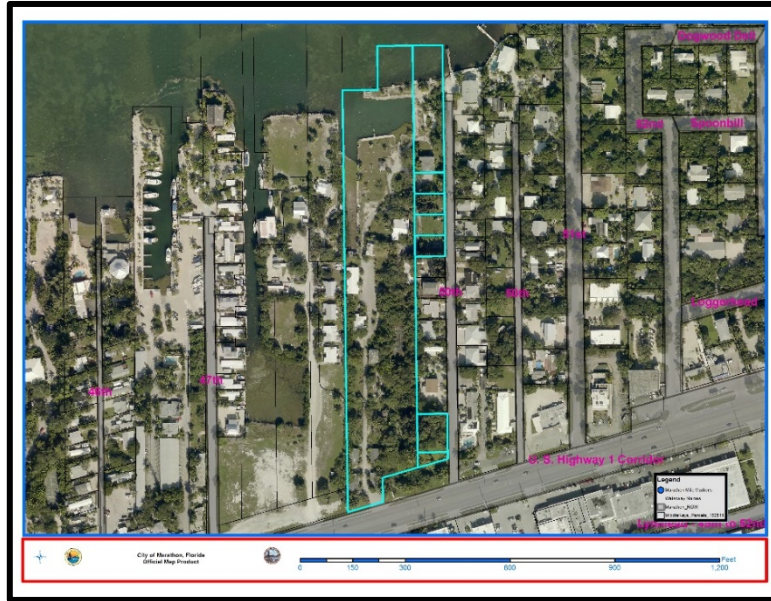
## BACKGROUND:

Seasons Inc. proposes to redevelop the waterfront portion of the property formerly known as the Crystal Cove Resort and Marina. The resort was located on a 5.98 acre site that stretched from US 1 north to Florida Bay. The first motel was established on this site in the 1950's. The business has been closed in excess of ten years.

In 2016, City Council approved a redevelopment plan for the property that proposed a workforce housing community (46 units) and 28 Recreational Vehicle (RV) sites in an RV Park located

adjacent to the open water (Resolutions 2016-71 & 2016-72). Construction has commenced on 3.68 acres slated originally for workforce affordable multi-family housing. This application requests approval to utilize the existing transient residential entitlements (TRUs) for a customary transient hotel, to be known as Latitude 24 Resort and Marina. The RV Park project will be abandoned towards ultimate approval of this project proposal. Separately, the affordable housing project is moving ahead under the initial approval and separate ownership. See **Figures 4 and 5.**

**Figure 4**  
**Original Project Boundaries**



**Figure 5**  
**Original Project Site Plan**





The new resort is designed on 2.3 upland acres (including a mutual easement area associated with the workforce housing project). The docking facility located on the 1.44 acres of adjacent submerged lands will be restored. This resort will include twenty-six multi-bedroom, two-story transient units as well as one three story hotel building containing eighteen standard, single hotel rooms. The office and storage areas will be located in the hotel building. The boat ramp and the remaining pilings will be removed from the boat basin. The seawalls will be repaired and new finger docks installed to accommodate 28 boats. In addition to the docks, the proposed amenities include a swimming pool, beach area for passive recreation as well as landscaped grounds. Tike Huts will be located throughout the site for use of patrons. Adjacent to the marina, a site is designed to accommodate a food truck. When food service is not required, the area can be used for other types of activities.

The redevelopment of this site as a permanent hotel will further several significant goals of the City Comprehensive Plan. Construction of the proposed stormwater management features, repair of the existing seawalls and the closure of the existing boat ramp will help to contain stormwater for upland treatment; thereby, improving the quality of near shore waters. The site has been completely scarified, the proposed use of native plant material will provide tree canopy as proposed landscape vegetation develops and grows in.

The Applicant recognizes the need to build to high standards in this tropical climate. Although the plans demonstrate compliance with the current NGVD29 datum standard, the building will be built to comply with the FEMA FIRM NAVD 88 datum.

Applications for Conditional Use approval as well as to amend the existing Development Agreement were provided for consideration. The material addresses compliance with the City regulations and elaborates more detailed particulars of the proposed project. The most important aspects of this review and approval are to approve the revised project and to sever the Conditional Use Permit and Development Agreement from the Crystal Cove Workforce Housing project.

**All condition of the Conditional Use approval will have to be met before any building permit will be approved.**

## **EVALUATION FOR COMPLIANCE WITH THE LAND DEVELOPMENT REGULATIONS:**

The criteria for evaluating a Conditional Use Approval are outlined in Chapter 102, Article 13, Conditional Use Permits, in the City of Marathon Land Development Regulations.

### **CRITERIA**

#### **A. The proposed use is consistent with the Comprehensive Plan and LDRs;**

Consistent with the Comprehensive Plan

The proposed development project is located within the Mixed Use (MU) Zoning District. Per Chapter 103, Article 2, Section 103.09 of the Land Development Regulations, the district is designed to “accommodate a wide variety of commercial and retail activities that will result in the most efficient and attractive use of the City’s historic business district and the US1 Corridor, in an effort to recognize the role of US1 as the City of Marathon’s ‘Main Street.’ The MU district also provides for large-scale retail and commercial business opportunities in other areas, including larger shopping center, specialty shopping centers, individual multi-tenant commercial buildings, automotive services and sales, fast food restaurants, affordable housing uses, transient lodging and other retail establishments that serve the community at large”.

The proposed project consists of the authorization of a hotel resort to include twenty-six (26) transient residences (two & three bedroom) and eighteen (18) one-bedroom hotel style transient units with amenities within the Mixed Use Zoning District.

a. Policy 1-1.1.1 a., b., c, d., & e. – Manage Growth

In 2019, City Resolution 2019-55 and Conditional Use Development Order #2016-07 Revised were approved permitting a Recreational Vehicle Park on this site, consisting of 28 sites with amenities in conjunction with a 46 unit multifamily affordable housing development, the Residences at Crystal Cove. Construction of the Residences. at Crystal Cove has commenced.

The proposed project will redevelop the 2.30 acres adjacent to the shoreline of the site by replacing the approved RV sites with twenty-six (26) elevated, attached transient residential units and 18 single-room hotel units. The site has entitlement to 34.4 TRUs. An additional 13.9 TRUs will be needed to complete the project. In addition, the site plan includes an onsite management office as well as other amenities. The developer is prepared to acquire and provide those TRU units.

The change furthers the City's goals on managed growth by providing a transient lodging facility of less than 55 units on 2.3 acres. This represents a density of approximately 19 units per acre which is 24%) less that the potential of 25 units per acre as provided in the City Code for transient uses. As illustrated in the City Comprehensive Plan Technical Document, the proposed density is more akin to residential condominium development. The site has historically been operated as a 30 unit motel.

b. Policy 1-1.1.2 b. & c. Adopt Compatibility for Residential Use and Non-residential Review Criteria

This project proposes to redevelop .an aging motel site. The: site is scarified. The proposed landscape plan furthers the intentions of this policy by planting trees and palms native to the Florida Keys as well as other non-invasive, drought tolerant, non-native species. Furthermore, the adjacent residential homes and non-residential uses are buffered by the proposed trees and hedge plantings, as well as fencing, planned for the perimeter of the property. The Landscape Plan specifies plant material sufficient: to buffer adjacent properties with an alternative compliance design as required by the Land Development Regulations.

c. Policy 1-1.1.3 Protect Residential Neighborhood Character

The adjacent residential homes and non-residential uses are buffered by the proposed trees and hedge plantings planned for the perimeter of the property.



d. Policy 1-1.1.4 Transition Between Land Uses

The Site Plan includes variable setbacks, massing and orientation of buildings. The proposed parking for the units is beneath the first floor thereby increasing open space and reducing impervious areas. The shoreline area shall be provided for passive recreational opportunities and will enhance the appearance of the site with selective seaside landscaping. Improvements to the water quality are proposed with the removal of aging concrete and dock material replacing them with dockage up to current building codes.

e. Policy 1-3.1.4 Future Land Use Categories

The Future Land Use Map (FLUM) designates the parcels as Mixed Use Commercial. Within this designation various commercial uses are permitted in addition to residential uses including transient, permanent, affordable and/or commercial apartments and single-family homes. The project is consistent with the intent of this district and neither a zoning nor FLUM change is necessary.

f. Policy 1-3.2 Maximum Height

The maximum 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 the highest existing onsite grade is 7.3 feet NGVD resulting in a maximum building height of 49.3 feet NGVD except those exceptions provided for in Section 107.41 of the City Code.

g. Policy 1-3.2.6 Manage Development of New Transient Units

The proposed development will utilize existing transient entitlements and are therefore not subject to the provisions of this Policy.

h. Policy 1-3.2.7 Restrict Density and Intensity of Development

The transient density is consistent with thresholds outlined in Table 1-1 of the Comprehensive Plan. The project proposes a density of 19 units per acre, well within the limits of 25 units per acre.

i. Policy 1-3.3.1 a., c, and h. General Redevelopment Criteria

The proposed Site Plan includes a sidewalk network that will direct internal pedestrian use. The site is not located adjacent to the City sidewalk system along US Highway 1. The area adjacent to the shoreline shall be maintained as a passive recreational area. The entire site is scarified with no environmentally sensitive lands or habitat.

j. Policy 1-3.4.1 Established Densities and Policy 1-3.4.3 Replacement of Existing Densities and Intensities

The redevelopment plan includes using existing building rights. As documented the Planning Director's letter of December 17, 2018, the site contains thirty-four transient residential entitlements, one market rate entitlement and sixteen hundred thirty-three square feet of commercial floor area. The transient rights shall be rebuilt on site to construct the twenty-six (26) proposed transient residential units and eight (8) of the proposed motel rooms. The remaining 10 transient entitlements shall be transferred from offsite in compliance with City requirements.

The project will not impact the existing stock of affordable housing as the original project proposal was intended to provide the necessary affordable units to compensate, as required by the LDRs, for the development of the transient units. The existing floor area entitlements shall be used to construct the onsite office, the remain floor area shall be retained for future use, either onsite or at another location within the City.

k. Policy 1-3.5.16 Program for Transfer of Density and Building Rights

The relocation of any remaining entitlements, as will be required, shall comply with the requirements of the City's LDRs in effect at the time of transfer.

l. Policy 4-1.?? Protect, Stabilize, and enhance Shoreline

The proposed landscaping includes the installation of native plant material along the shoreline to help stabilize this area. The intended plant material is upland/salt tolerant material characteristically found long Florida coastlines.

Consistent with the City Land Development Regulations

a. Section 103.09 – Mixed Use

The MU District is intended to accommodate a wide range of uses and activities. Transient lodging is permitted.

b. Table 103.15.1 Uses By Zoning District

This redevelopment is consistent with Table 103.15.1, uses By Zoning District, pursuant to the Conditional Use Permit process previously approved as amended through the present proposal.

c. Table 103.15.2 Density, Intensity, and Dimensions for Zoning Districts

The subject project site contains 2.3 acres of upland in addition to submerged lands. It is part of an approved multi parcel Development Agreement that includes multi-family affordable housing with a commercial out-parcel. This application does not request any revision to the affordable housing development/US 1 commercial frontage. The requested revision pertains to the area approved for the RV sites.

Table 103 .15 .2 lists the density for permitted uses in the MU Zoning district. For residential uses, the City's Code allows six (6) market rate, fifteen (15) affordable, and twenty-five (25) transient and a commercial floor area of 60% with eligibility for density bonus of up to 75%.

The proposed project will utilize the existing transient density from the previous approved RV site of twenty-eight (28) TRUs and add sixteen (16) TRUs with two exceptions. One building; has been added and will contain a rental office (1,633 square feet) with one employee/managers apartment on the third floor. Based upon these uses the proposed density is well within Code requirements.

The required setbacks in the MU district range from 0 to 30 feet. As illustrated on the site plan the proposed setbacks are consistent with this zoning standard. The open space is 26,863 square feet or 26.8 percent of the project site. The proposed open space ratios are well within City LDR requirements.

d. Section 107.00 Building Permit Allocation System

As noted in the project overview, the current approvals include a Recreational Vehicle Park of twenty-eight (28) spaces and a forty-six (46) unit affordable housing complex to be known as the Residences at Crystal Cove. The proposed project replaces the RV sites with 26 transient hotel units and an 18 room hotel. The transient units are a mix of two and three bedroom units with bath and kitchen facilities. Floor plans for the proposed units are included with the drawing package. The revision does not impact the affordable complex.

The Applicant is entitled to the thirty-four point four (34.4) transient residential units (TRUs) that currently exist on site, as noted in the Planning Department's Letter of Determination of Development Rights and previous City approvals. The additional 13.9 TRUs are to be transferred pursuant to the Transfer of Building Rights (TB R's) process established in Chapter I 07, Article 2, in accordance with the following table.

Location	Unit Type (Room Factor)	Number	TRUs Required
Units 1-18	3 Bedroom (0.85)	18	21.2
Units 19-22	2 Bedroom (0.90)	4	4.4
Units 23-26	3 Bedroom (0.85)	4	4.7
Motel	One Bedroom (1.0)	18	18
All Units	All Types	44	48.3

The forty-six (46) required affordable BPAS allocations required for the Residences at Crystal Cove have been allocated to the site as part of an inter-local agreement with Monroe County.

e. Section 107.47 Parking

Two (2) parking spaces are provided beneath the units for twenty-six (26) transient residential units. Twenty-four (24) parking spaces are provided, as shown on the Site Plan, for the hotel units and office / check-in uses. The total parking provided on site is seventy-six spaces including three (3) handicap accessible spaces.

f. Section 107.40 Maximum Height

The elevation drawings for all buildings demonstrate the proposed height. The maximum 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 the highest existing onsite grade is 7.3 feet NGVD resulting in a maximum building height of 49.3 feet NGVD, except those exceptions provided for in Section 107.41 of the City Code. Please see the elevation drawings for further details.

g. Sections 107.63 – 107.72 Landscaping

The landscape plans provide the conceptual response to the City requirements. Pursuant to existing zoning districts, a landscape buffer required is adjacent to 50th Street. The project has been designed to include as many native palms and trees as possible. The landscape buffers have been provided with a variable buffer width. However, all understory, deciduous trees and shrubs required per the standard have been included on site. The number of canopy trees located in the 50th Street buffer area is twenty-eight (28) and forty-five (45) are required. However, the

remaining seventeen (17) trees are proposed for elsewhere on the site as shown on the landscape plan. The parking lot landscaping has been provided.

As part of the Alternative Compliance plan, additional screening has been provided along the western boundary adjacent to the canal. Furthermore, landscaping has been provided on the southern border adjacent to the affordable housing community

h. Section 107.73 – 107.81 Open Space

The required open space ratio for this site is 20% or .46 acres. The open space proposed is 26.8% or 0.62 acres. The proposed stormwater management systems are located beneath the interior roadways. The open areas are intended for passive recreation facilities. The proposed open space ratios are well within City Code requirements.

i. 107.82 – 107.85 Fences & Screening

Perimeter fences along 50th Street and the remaining upland boundary areas are proposed for this project. All ingress and egress locations will be gated to control access, pursuant to policies of the City of Marathon Fire Marshall regarding access. Mechanical equipment and trash/recycling areas shall be screened with landscaping as shown on the Landscape Plan.

j. 107.98 – 107.102.5 Stormwater Management

The Stormwater Management Plan provided demonstrates compliance with this requirement. The proposed system includes a series of interior catchment basins delivering the stormwater to exfiltration trenches. An Environmental Resource Permit (ERP) will be required for the Stormwater Management system.

k. Sections 107.98 – 107 Floodplain Management

Pursuant to the current FEMA FIRM maps, the flood zones range from AE9 to VE14. Review of the proposed FEMA FIRM maps indicates more of the site will be located in the VE 11 zone. The site shall be regraded to raise the existing elevations between 0.6 to 2.5 feet revised to provide an overall grade of 7 feet. As required, the first floor elevations will meet or exceed in height the required base floor elevations.

The project as proposed meets the basic definition of development in the MU zoning district.

Therefore, with conditions, the request is *in compliance* with the requirements of these sections.

**B. The proposed use is compatible with the existing land use pattern and future uses designated by the Comprehensive Plan;**

The proposed project is located within the Mixed Use Commercial Future Land Use District. Policy 1-3.1.4 of the City of Marathon Comprehensive Plan states that the “principal purpose of the Mixed Use Commercial land use category is to provide for the establishment of mixed use development patterns and to recognize established mixed use development patterns within the City.” The project as originally approved included mixed use development of transient RV rights, affordable housing, and commercial retail, which is consistent with the Mixed Use classification.



At this juncture, the RV Park component has been separated from and is being proposed as a transient hotel resort development.

The existing land use pattern in the project vicinity consists of commercial use and residential uses (mixed uses) to the east; commercial uses and residential uses (mixed use, residential medium) to the south; residential uses and vacant land to the west; and the Gulf of Mexico directly north.

Section 103.15, Table 103.15.2, “Uses By Zoning District,” establishes whether specific uses are allowed as of right, limited, accessory or conditional use permit. That table shows that RV Park and Multifamily residential uses are permitted only where approved through the Conditional Use Permit process. Conditional Use Permit review is intended to allow a broader view of the potential impacts of a project on adjacent uses and on City concurrency related resources such as road capacity, solid waste, sewer, and potable water availability.

Table 103.15.2 in the Land Development Regulations establishes constraints on density and intensity allowed in the MU district based on the types of uses proposed. The proposed uses fall within the allowed densities and intensities for 251,901 of upland. Table 103.15.3 further qualifies the allowed range of intensities based on the intensity of retail use.

<b>Development Type</b>	<b>Proposed Density &amp; Intensity</b>	<b>Area Used</b>
<b>Transient units</b>	44	76,666 Sq. Ft.
<b>Residential Units</b>		
Market Rate	0	0
Affordable	0	0
<b>Commercial Floor Area</b>		
The FAR for mixed-use developments may be increased to .75 if mitigated by the development of affordable/workforce housing	1,633 Sq. Ft.	2,722 Sq. Ft.
<b>Total</b>		<b>79,388 Sq. Ft.</b>
<b>Total Property</b>		<b>100,188 Sq. Ft.</b>
<b>Percent of Upland Area Utilized = 79,388 / 100,188 = 79.2 %</b>		

Otherwise, the development of the site will result in significant improvement to the quality of development, including upgraded landscaping, stormwater management, and architecture. The improvements are expected to have a positive benefit on the surrounding uses and the City of Marathon.

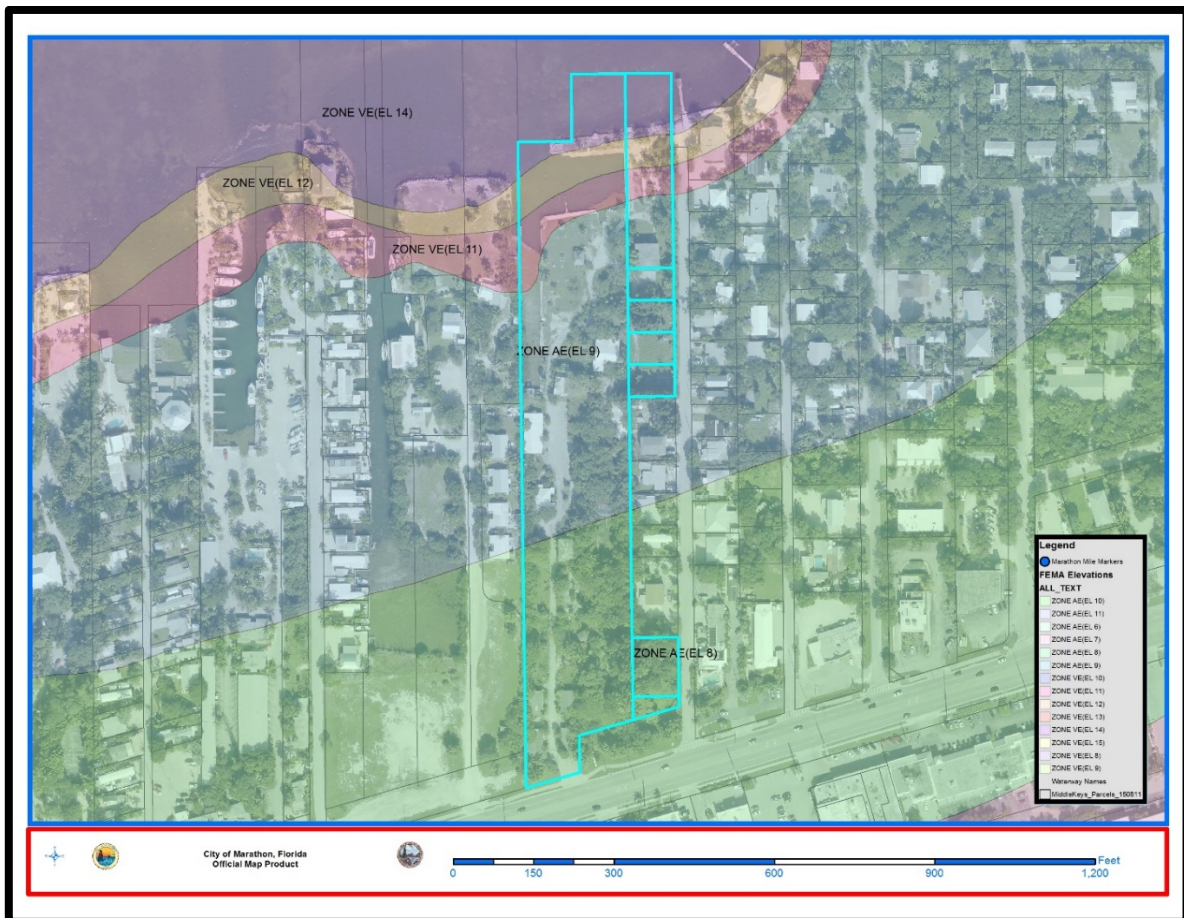
Therefore, the request is ***in compliance*** with the requirements of these sections.

**C. The proposed use shall not adversely affect the health, safety, and welfare of the public;**

The proposed conditional use does not adversely affect the health, and welfare of the public. The creation of affordable housing, through the original project boundaries and approvals, benefits the welfare of the community. The redevelopment of the vacant boarded up structures reduces safety risks through their demolition. No new adverse impacts are expected to arise with the development.

Plans submitted with the project are suitable for the Conditional Use Approval as they relate to Chapter 107, Article 12, 100 Year Floodplain. Figure 5 shows the flood zones for the original property approval. The proposed plans for the current resort project show the structures all being elevated above flood, Regardless, all temporary occupants will have to evacuate according to the evacuation model, and are thus less of an impact in the VE flood zone than any other type of development. Final review of floodplain compliance will occur as part of building permit issuance.

**Figure 6  
Flood Zones**



Therefore, the request is ***in compliance*** with the requirements of these sections.

**D. The proposed conditional use minimizes environmental impacts, including but not limited to water, air, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment:**

The existing conditions maps indicate the subject area is designated as Developed Land. Figure 7 shows that this portion falls under the category of undeveloped land. Though found within a ‘Species Focus Area’ as defined in the settlement for FEMA-FWS lawsuit, “undeveloped land” falls out of the consideration in the species assessment guides thus having “no impact” on the species concern, the Eastern Indigo Snake.

**Figure 7  
Focus Area Habitat**



Site landscaping will be selected from Table 107.68.1, Appendix A, Article 8, Section 107 of the City of Marathon Code of Ordinances. The native vegetation will improve the environmental quality of the site and reduce irrigation needs. The applicant has submitted both an existing vegetation survey, and mitigation plan. Those trees within the proposed footprints of structures will be relocated or mitigated per code.

Therefore, the request is ***in compliance*** with the requirements of these sections.



**E. Satisfactory provisions and arrangements have been made concerning the following matters, where applicable:**

**1. Ingress and egress to the property and proposed structures thereon with particular reference to automotive, bicycle, and pedestrian safety and convenience, traffic flow and control and access in cases of fire or catastrophe;**

A traffic study was submitted for the proposed development on this site and compared with the study presented for the RV Park portion of the project as originally approved. The trip generation analysis shows that the RV Park could generate a maximum of 6 trips during the AM Peak Hour period and 8 trips during the PM peak hour. The daily trips will generate 86 total trips.

As indicated in the Table below, the proposed development program (i.e. 26 transient residential units and 18 transient hotel units) is projected to generate 266 daily vehicle trips, 17 AM peak hour vehicle trips (10 inbound and 7 outbound) and 20 PM peak hour vehicle trips (10 inbound and 10 outbound). When compared with the previously approved development program for this site (i.e. 28 recreational vehicle sites), the proposed development program results in 180 net new daily vehicle trips, eleven (11) net new vehicle trips in the AM peak hour, and twelve (12) net new vehicle trips in the PM peak hour. The projected increase in vehicle trips is considered to be minimal. Furthermore, Segment 13 (Marathon) of Overseas Highway / US 1 has 19,221 daily trips of reserve capacity available (see Attachment D). As a result of these site characteristics and roadway conditions, no further analyses are required at this time.

Trip Generation Summary Crystal Cove VS Seasons, Inc.								
Land Use	Size	Daily Trips	AM Peak Hour Trips			PM Peak Hour Trips		
			In	Out	Total	In	Out	Total
<b>Approved RV Park</b>								
RV Sites	28 Sites	86	2	4	6	5	3	8
<b>Sub-Total</b>		<b>86</b>						
<b>Proposed Hotel Resort</b>								
Transient Residential Units	26 Units	116						
Transient Hotel Units	18 Rooms	150						
<b>Sub Total</b>		<b>266</b>	<b>10</b>	<b>7</b>	<b>17</b>	<b>10</b>	<b>10</b>	<b>20</b>
<b>Difference (Proposed – Approved)</b>		<b>180</b>	<b>8</b>	<b>3</b>	<b>11</b>	<b>5</b>	<b>7</b>	<b>12</b>

Section 107.43 requires site triangles where the access drive intersects with the street. Clear site triangles must be shown on the site plan at time of building permit issuance.



Therefore, with conditions, the request is ***in compliance*** with the requirements of these sections.

- All conditions of the Fire Marshall must be met prior to permit issuance.

**2. Off-street parking and loading areas where required, with particular attention to item 1 above;**

Parking requirements are outlined in Section 107.47 (Mixed-Use Development Parking Requirements). The following table shows the parking requirement for the commercial uses on the parcel:

Use	Code Citation	Requirement	Spaces Required	Spaces Provided
Hotel / Motel Room	107.46.1	1 per 3 employees / 1 per guest room	18 + 6	24
Transient Residential Units		2 per Residential Structure	52	52
ADA		3 per 25 Parking Spaces	3	3
Total			79	79

The applicant has provided the required number of parking spaces per the LDRs.

Therefore, with the conditions noted above, the request is ***in compliance*** with the requirements of these sections.

**3. The noise, glare or odor effects of the conditional use on surrounding properties;**

The proposed use has no known impacts to the health safety and welfare of the public. No detrimental noise or glare is expected to be generated by the proposed use. Appropriate screening and buffering measures are proposed, as well as a preliminary lighting plan.

Therefore, with conditions, the request is ***in compliance*** with the requirements of this section.

- A final lighting plan must be submitted prior to permit issuance.
- A final landscape plan must be submitted prior to permit issuance.
- Additional screening is to be created along the canal facing residential properties to the west.. The criteria established in Section 107.66 F shall be applied to this area with the additional height needed to screen headlights.

**4. Refuse and service areas, with particular reference to locations, screening and Items 1 and 2 above;**

Section 107.39 requires that all dumpsters be fully enclosed and screened. The site plan indicates that the dumpster is (hidden) screened.

Therefore, the request is ***in compliance*** with the requirements of this section.

- Dumpsters are to be screened per code.

## **5. Utilities, with reference to location and availability;**

Chapter 107, Article 13, establishes the City's Concurrency Management and certification requirements. This Conditional Use constitutes the City's Concurrency Level of Service Certificate, as follows:

- Wastewater: The existing property is connected to public sewer system. The applicant must work with the Utility Department to determine the additional required infrastructure.
- Water: The Florida Keys Aqueduct Authority already provides potable water for the facility.
- Solid Waste: Marathon Garbage Service already provides solid waste disposal.
- Surface Water: The applicant has provided stormwater design information suitable for the Conditional Use application review which demonstrates compliance with City standards.
- Recreation and Open Space: This redevelopment already has a de minimis impact on recreation and open space.
- Roadways: The applicant submitted an appropriate traffic study showing minimal impact to traffic flow along US1; therefore, it poses no further impact on transportation facilities.
- Educational Facilities: This development as proposed will have a de minimus impact on educational facilities.

Therefore, the request is ***in compliance*** with the requirements of these sections.

## **6. Screening and buffering with reference to type, dimensions and character;**

Table 107.66.1 establishes project boundary buffer standards applicable to the project. The subject parcel is zoned MU and is bordered to the west by properties zoned MU, where no project boundary buffers are necessary. The subject parcel is also bordered to the east by RM. Table 107.70.2 establishes a 20 foot minimum buffer. This buffer can be reduced through TRC review. The applicant proposes a reduction to 15 feet, offset by denser vegetation being planted within this area.

Section 107.71 A. requires that parcels with a MU zoning designation provide a Type 1 Streetscape Treatment for all parcels along US 1. The proposed landscape plan meets the minimum requirements. According to the Code, four canopy trees shall be planted in and about access points. In addition, smaller accent trees shall be planted every 120 feet and staggered midway between the large canopy trees. Additionally all parking not located to the rear of buildings shall be screened from the right-of-way by a landscaped buffer along US1, including a continuous hedge or combination hedge and earth berm providing a three-foot high visual screen within two (2) years of planting.

Section 107.71 C. requires that all multi-family and nonresidential developments provide one of two types of buffers along the entire street frontage. The project is adjacent to US 1 to the south. The existing landscape meets the minimum requirements.

Table 103.15.2 outlines setback requirements in the MU district as follow: front yard 0 – 30’; side yard 1 and 2, 0 – 10; interior side yard, 10; and, street side, 0-5’.

This plan shows a 15’ setback on the front yard, 10’ setback on the western side and 15’ on the eastern side yard, and 100’ rear yard setback.

Section 107.36 A. 1. states that for parcels in the MU district the required interior yard setback may be reduced through the conditional use process.

Setback	Required	Required Landscape	Proposed	Compliant
Front	0-30	Streetscape Type 1 req.	15’	y
East Side	0-10	High landscape buffer	15’	y
West Side	0-10	NA	10’	y

Parking area landscaping is required by Section 107.66 of the Code. The transplantation and landscape plan meets the requirements of the code. The City Biologist has reviewed the submitted parking area landscape plan and has found it to be in compliance.

Therefore, with conditions, the request is ***in compliance*** with the requirements of these sections.

- Where the project boundary buffer is reduced, thicker landscaping and screening is required.

**7. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility with surrounding uses;**

A review of sign requirements at this stage in development approval is not necessary; however, signs for the project will be reviewed prior to issuance of a building permit according to Chapter 107, Article 7, Signs. The applicant proposes window lettering for the individual commercial space of the project.

Therefore, the request is ***in compliance*** with the requirements of these sections.

- All signs will be reviewed and approved for compliance with the City of Marathon LDR’s.

**8. Required yards and other open space;**

Section 106.16 established required open space for the project. The parcel is generally developed; therefore, a twenty percent open space requirement applies. To the greatest extent possible, the Applicant will be required to protect Regulated Trees, pursuant to Chapter 106, Article 2 of the LDRs. According to calculations provided by the applicant, 3.27 acres of pervious area is proposed (including landscape area), totaling 57% of the site. Of the total acreage, 32.47% is provided as open space. This exceeds the open space requirement.

Therefore, the request is ***in compliance*** with the requirements of these sections.

**9. General compatibility with surrounding properties; and**

The project is a redevelopment of a transient site into a site with transient, commercial, and affordable residential uses (as part of the adjacent Crystal Cove project). Adjacent uses include a commercial and residential establishment. A redevelopment of the existing use is expected to be fully compatible with these uses. The proposed project represents improvement to the current state of prior development and is expected to increase compatibility with surrounding properties.

Section 107.40 restricts the height of buildings to 42’ as measured from the crown of the roadway or unimproved grade. The site plans show that buildings are below 42’.

Therefore, the request is *in compliance* with the requirements of these sections.

**10. Any special requirements set forth in the LDRs for the particular use involved.**

Therefore, with the conditions noted above, the request is *in compliance* with the requirements of this section.

**CONCLUSION:**

The Conditional Use Approval is intended 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. Conditional uses shall not be allowed where the conditional use would create a nuisance, traffic congestion, a threat to the public health, safety or welfare of the community.

The proposed development is consistent with the existing land use patterns and is expected not to produce any nuisances, traffic congestion, or threat to public health, safety, or welfare. As such the development, including the overall upgrading and improvement of the site, furthers the policies for development in the City and is consistent with the Comprehensive Plan and Land Development Regulations. The project is compatible with surrounding uses, and is not expected to create a nuisance, traffic congestion or threat to public, health, safety or welfare.

**RECOMMENDATION:**

The Planning Commission unanimously (3/0 Leonard, Gilson absent) recommends conditional approval of the Seasons Inc project proposing twenty-six (26) transient residences (two & three bedroom) and eighteen (18) one-bedroom hotel style transient units with amenities. The proposed conditions follow:

Conditions of Approval

Prior to the issuance of a building permit:

1. The 2020 Applicant will develop twenty-six (26) transient residential units, eighteen hotel units, one thousand six hundred thirty-three (1,633) square feet of commercial floor area with associated storage area, twenty-eight (28) wet slips, swimming pool(s), a bath house, food truck



service, and other accessory uses on the area designated by the 2016 Development Agreement for development as RV Park RV sites.

2. Through this approval, the City acknowledges the independence of this project from Crystal Cove Housing Partners LP (Resolutions 2019-55 & 2016-72) and hereby approves an independent Conditional Use Permit and Development Agreement.

3. A final lighting plan must be submitted which meets or exceeds LDR requirements

4. A final parking schedule must be provided which meets or exceeds LDR requirements

5. An administrative setback variance is granted to allow a fifteen (15) foot setback from the mean high water line.

6. Where the project boundary buffer is reduced, thicker landscaping and screening is required pursuant to the Alternative Compliance Landscape Plan approved by the Technical Review Committee.

7. A final landscape plan must be submitted prior to permit issuance which meets or exceeds LDR requirements

8. Additional screening is to be created along the canal facing residential properties to the west. The criteria established in Section 107.66 F shall be applied to this area, the area facing neighboring residential development, and the boundary between this project and the affordable housing project with the additional height needed to screen headlights.

9. All dumpsters are to be screened per requirements established in the LDRs.

10. As required by Code the project shall provide a minimal number of bike racks.

11. All conditions imposed under fire safety code as presented by the Fire Marshall must be met prior to permit issuance.

12. All signs will be reviewed and approved for compliance with the City of Marathon LDR's.

13. Acquisition of any additional development rights, as authorized through this development approval are the responsibility of the developer.

14. The developer and the City shall enter into a Development Agreement which specifically identifies criteria for the final approval of the project proposed herein and separates the current project, Seasons, Inc from the Crystal Cove Market Site LLC

15. The applicant shall provide a NFP 303-compliant standpipe system for docks and one (1) hydrant to service project site in accordance with fire protection requirements as outlined by the City Fire Marshal;

16. The applicant will meet all floodplain-related requirements as part of the Building Permit process;

17. The applicant shall provide plans indicating connection point to the City of Marathon Wastewater Treatment Plant when provided by Utilities department and pay any assessments due resulting from change in use;

18. The applicant shall connect project site to existing injection well and comply with the 25-year, 72-hour storm drainage requirements;

19. The Conditional Use Development Order will constitute the Certificate of Concurrency for the project. The determination will be valid for one year from the effective date;

20. All signs will be reviewed and approved for compliance with the City of Marathon LDR's.

21. Each transient residential unit shall comply with all hurricane evacuation requirements set forth for City transient uses.

22. Existing entitlements include thirty-four point four (34.4) transient residential units, one (1) market rate residential unit, and one thousand six hundred thirty-three (1,633) square feet of

commercial development. If applicable, these entitlements may be utilized to complete the project as approved.

23. Fourteen (14) transferrable Transient Residential Units (TRU's) are required prior to the issuance of a Building Permit for the eighteen (18) until hotel building. The completed transfer shall comply with any applicable affordable and workforce housing requirements.

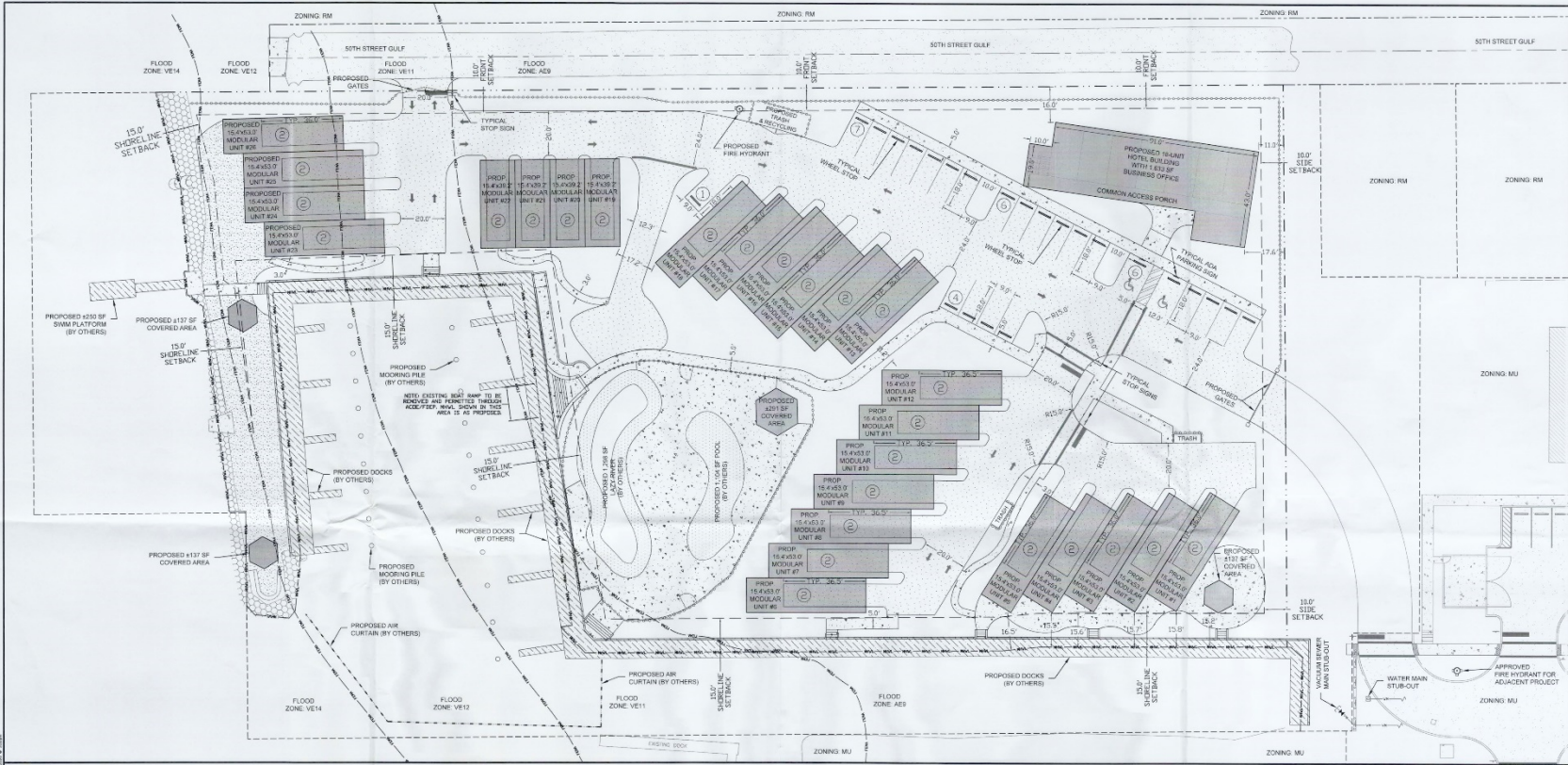
24. The approval of this Amended Revised Development Order does not modify the Revised Development Order with regard to the development of the forty-six (46) affordable residential units (commonly known as Residences at Crystal Cove) allocated for construction on the balance of the property. Except that ingress/egress and utilities will be located within an easement as depicted on the Conceptual Site Plan attached as Exhibit \_\_\_\_\_.

25. The criteria applicable to community workforce units required by the City Code shall be met.

26. The twenty-six (26) transient residential units may be sold as fee simple townhome units within a resort condominium property.

27. Twenty-eight (28) wet slips are allowed for the development. One dock slip is to be allocated for each transient residential unit and the remainder available to the hotel units. Live aboard vessels as defined in Chapter 110, Article 3 of the City Code shall not be permitted. However, nothing in this Agreement shall be construed to prohibit seasonal long-term boat mooring in the marina at the Crystal Bay Property.

**Attachments:**



**PROJECT INFORMATION**

PROJECT: CRISTAL COVE II  
 801 50th St.  
 MARATHON, FLORIDA 33909

OWNER/DEVELOPER: SEASONS INC  
 1222 SE 47th St, Suite 330  
 Cape Coral, Florida 33904

SEWER: CITY OF MARATHON  
 FLORIDA SEWER AGENCY AUTHORITY  
 MARATHON GARBAGE SERVICE

WATER: THE WELER ENGINEERING CORPORATION  
 9001 W. UNIVERSITY, #2, US 90  
 PUNTA GORDA, FLORIDA 33950  
 841-000-700

ENGINEER: REECE & ASSOCIATES (EIR) #945  
 127 INDUSTRIAL ROAD, SUITE 8  
 BIG PINE KEY, FLORIDA 33947  
 INFO@RECEANDASSOCIATES.COM

SURVEYOR: PROJECT TO BE CONSTRUCTED IN 1 PHASE

PHASE: REECE & ASSOCIATES (EIR) #945  
 127 INDUSTRIAL ROAD, SUITE 8  
 BIG PINE KEY, FLORIDA 33947

DATE: 01/27/2020

EXISTING ZONING: MIXED USE COMMERCIAL  
 FUTURE LAND USE: MIXED USE COMMERCIAL

**PROPOSED TRAVEL UNITS:** 28  
**PROPOSED AFFORDABLE UNITS:** 0  
**EXISTING WET SPLITS:** 28  
**PROPOSED WET SPLITS:** 28  
**EXISTING HOTEL UNITS:** 28  
**PROPOSED HOTEL UNITS:** 0  
**PROPOSED COMMERCIAL FLOOR AREA:** 1,653 SF  
**ADDITIONAL REQUIRED:**  
 BUSINESS OFFICE = 1 SPACE PER 350 SF  
 1,653 / 350 = 4.72 = 5 SPACES REQUIRED  
 RESIDENTIAL TRANSIENT = 2 SPACES PER UNIT  
 28 x 2 = 56 SPACES REQUIRED  
 HOTEL = 1 SPACE PER UNIT + 1 PER 3 EMPLOYEES  
 PROPOSED 18 UNITS + 1 SPACE = 18 SPACES  
 PROPOSED 1 PER 3 EMPLOYEES = 1 SPACE  
 5 = 32 + 18 + 1 = 78 TOTAL SPACES REQUIRED  
**ADDITIONAL REQUIRED:**  
 5 SPACES FOR BUSINESS OFFICE  
 54 SPACES FOR RESIDENTIAL UNITS  
 10 SPACES FOR HOTEL UNITS  
 1 SPACE FOR HOTEL EMPLOYEES  
 5 x 32 + 18 + 1 = 78 TOTAL SPACES PROVIDED  
 78 PROVIDED = 78 PROVIDED

**LOT COVERAGE SUMMARY:**

PROPERTY AREA SUMMARY: 106,104.9 SF  
 TOTAL PROPERTY AREA: 106,104.9 SF  
 UPLAND LOT COVERAGE SUMMARY:  
 EXISTING SPRAW TO REMAIN: 1,428.0 SF  
 EXISTING CONCRETES TO REMAIN: 30,588.9 SF  
 PROPOSED MODULAR RESIDENTIAL BUILDINGS: 20,388.9 SF  
 PROPOSED HOTEL BUILDING: 10,264.0 SF  
 PROPOSED OPEN SPACE STRUCTURES: 792.0 SF  
 PROPOSED ASPHALT: 24,208.4 SF  
 PROPOSED CONCRETE SIDEWALKS: 10,264.0 SF  
 PROPOSED MISCELLANEOUS (WALKS, FINISH, FANS, ETC): 1,413.0 SF  
 PROPOSED DOCKS: 2,176.3 SF  
 PROPOSED POOL: 2,115.2 SF  
 UPLAND IMPERVIOUS AREA: 73,243.5 SF 1.68 AC  
 UPLAND IMPERVIOUS PERCENTAGE: 73.2 %  
 UPLAND OPEN SPACE AREA: 26,863.3 SF 0.62 AC  
 UPLAND OPEN SPACE PERCENTAGE: 26.8 %

**DENSITY / INTENSITY SUMMARY:**

TOTAL SITE U/LAND AREA: 3.31 AC  
 PROPOSED USES: 7806321 RESIDENTIAL, HOTEL, AND OFFICE  
 HOTEL/RESIDENTIAL: 54 UNITS (25 UNITS/ACR) & 44 UNITS (13 UNITS/ACR)  
 OFFICE: 81.5 S  
 MAXIMUM FLOOR AREA INDEX: 83,064 SF (25) (1.0) R1  
 PROPOSED FLOOR AREA INDEX: 1,633 SF (1.0) R1  
 SITE INTENSITY: 4.92 %  
 THROUGH RESIDENTIAL USE: 81.5 S  
 OFFICE USE: 2.7 %  
 TOTAL SITE INTENSITY: 54.2 %

Description	Revisions

**OVERALL SITE PLAN  
 FOR  
 CRYSTAL COVE II  
 MARATHON, FLORIDA**

WELER ENGINEERING CORPORATION  
**WECO**  
*WELLNESS in engineering*  
 201 W. MARION AVENUE, SUITE 1306  
 PUNTA GORDA, FLORIDA 33950  
 941.505.1700  
 EB #6650

Approved By: MUG Design: JNB/MUG  
 Scale: 1" = 20' Drawn: JNB  
 Job No: 19079.001 Checked: JNB/JAU  
 Date Issued: 01-27-2020  
 Sheet No. C-100

**LEGEND**

PROPERTY BOUNDARY (DASHED LINE WITH SPACES)  
 NEIGHBORHOOD LINE (DASHED LINE)  
 PROPERTY LOT LINE (DASHED LINE)  
 OFF-LINE PROPERTY LINES (DOTTED LINE)  
 EXISTING ROAD FLOOD ZONES (DOTTED LINE)  
 EXISTING ASPHALT (HATCHED PATTERN)  
 EXISTING CONCRETE (HATCHED PATTERN)  
 EXISTING BUILDING (HATCHED PATTERN)  
 EXISTING BARRIERS (HATCHED PATTERN)  
 EXISTING SAND (HATCHED PATTERN)  
 EXISTING WET SWP (HATCHED PATTERN)  
 PROPOSED FENCE (HATCHED PATTERN)  
 PROPOSED ASPHALT (HATCHED PATTERN)  
 PROPOSED CONCRETE (HATCHED PATTERN)  
 PROPOSED POOL (HATCHED PATTERN)  
 PROPOSED BUILDING (HATCHED PATTERN)  
 PROPOSED SAND (HATCHED PATTERN)  
 EXISTING AIR CURTAIN (BY OTHERS) (HATCHED PATTERN)  
 PROPOSED AIR CURTAIN (BY OTHERS) (HATCHED PATTERN)  
 PROPOSED TRAFFIC FLOW (CIRCLES)  
 PROPOSED PARKING COUNT (4)  
 APPROVED FIRE HYDRANT FOR ADJACENT PROJECT (SYMBOL)

**GRAPHIC SCALE**

1" = 20'

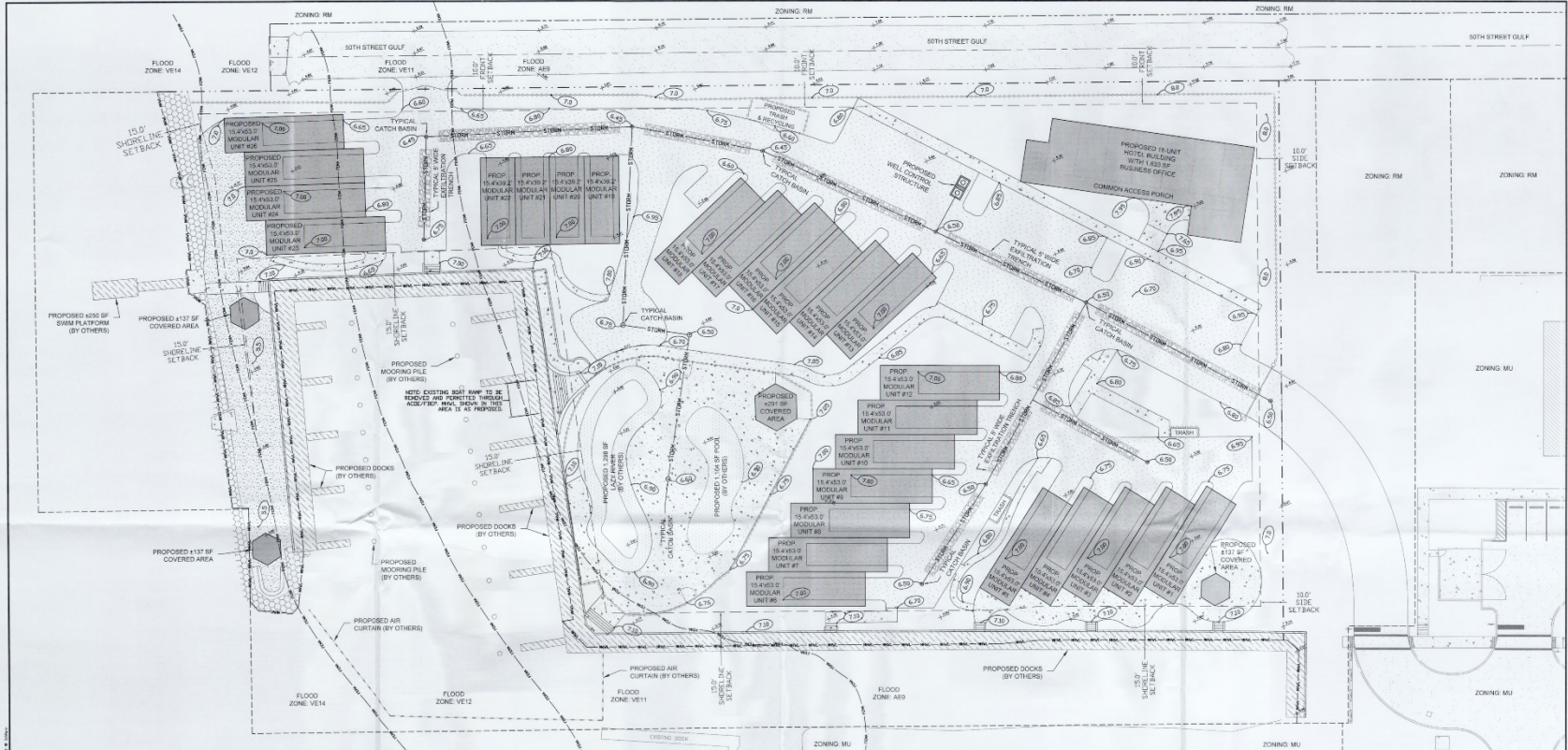
1" = 80'

**EXHIBIT ONLY  
 NOT FOR  
 CONSTRUCTION**









**PROJECT INFORMATION:**

PROJECT: CRYSTAL COVE II  
 801 50TH ST  
 MARATHON, FLORIDA 33050

OWNER/DEVELOPER: MVE AMMOG  
 2500 W. MARION AVE. SUITE 1306  
 GAITHERSBURG, MARYLAND 20878

DESIGNER: THE WELBY ENGINEERING CORPORATION  
 400 N. W. MARION AVE. SUITE 1306  
 PUNTA GORDA, FLORIDA 33950  
 888.443.1700  
 INFO@WELBYENGINEERING.COM

DATE: 01/27/2020

EXISTING ZONING: MIXED USE (MU)

FUTURE LAND USE: MIXED USE COMMERCIAL

PROPOSED TRANSIENT UNITS: 26  
 PROPOSED APARTMENT UNITS: 0  
 EXISTING NET SLIPS: 28  
 PROPOSED NET SLIPS: 28  
 EXISTING HOTEL UNITS: 0  
 PROPOSED HOTEL UNITS: 19  
 PROPOSED COMMERCIAL FLOOR AREA: 1,833 SF  
 PARKING REQUIRED:  
 BUSINESS OFFICE = 1 SPACE PER 350 SF  
 PROPOSED 1,833 SF OFFICE / 350 SF =  
 5 SPACES REQUIRED  
 RESIDENTIAL TRANSIENT = 2 SPACES PER UNIT  
 PROPOSED 26 UNITS = 2 SPACES =  
 52 + 2 = 54 SPACES REQUIRED  
 HOTEL = 1 SPACE PER UNIT + 1 PER 2 EMPLOYEES  
 PROPOSED 19 UNITS + 1 SPACE = 19 SPACES  
 PROPOSED 1 PER 3 EMPLOYEES = 1 SPACE  
 PARKING PROVIDED:  
 5 SPACES FOR BUSINESS OFFICE  
 14 SPACES FOR RESIDENTIAL UNITS  
 15 SPACES FOR HOTEL UNITS  
 76 SPACES FOR HOTEL EMPLOYEES  
 5 + 14 + 15 + 1 = 35 TOTAL SPACES PROVIDED  
 76 REQUIRED = 76 PROVIDED

**DRAINAGE CALCULATIONS**

Area	Area (sq ft)	Runoff Coefficient (C)	Runoff (cfs)
Residential Transient	1,833	0.4	0.29
Hotel	19	0.4	0.01
Commercial	1,833	0.4	0.29
Other	0	0.4	0.00
<b>Total</b>	<b>3,675</b>	<b>0.4</b>	<b>0.59</b>

Flow Velocity: 4.00 ft/sec  
 Manning's n: 0.015  
 Slope: 0.005  
 Total Discharge: 0.59 cfs  
 Total Volume: 0.000000 cu ft

Description	Revisions

**OVERALL DRAINAGE PLAN  
 FOR  
 CRYSTAL COVE II  
 MARATHON, FLORIDA**

WELBY ENGINEERING CORPORATION  
**WEC** *excellence in engineering*  
 201 W. MARION AVENUE, SUITE 1306  
 PUNTA GORDA, FLORIDA 33950  
 844.506.1700

**LEGEND**

- PROPERTY BOUNDARY
- EXISTING 8" RCP
- EXISTING SPOT ELEVATION
- PROPOSED FENCE
- PROPOSED SPOT ELEVATION
- PROPOSED OFF-SITE PROPERTY LINES
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED CONCRETE
- PROPOSED POOL
- PROPOSED BUILDING
- PROPOSED BOOKS

**EXHIBIT ONLY  
 NOT FOR  
 CONSTRUCTION**

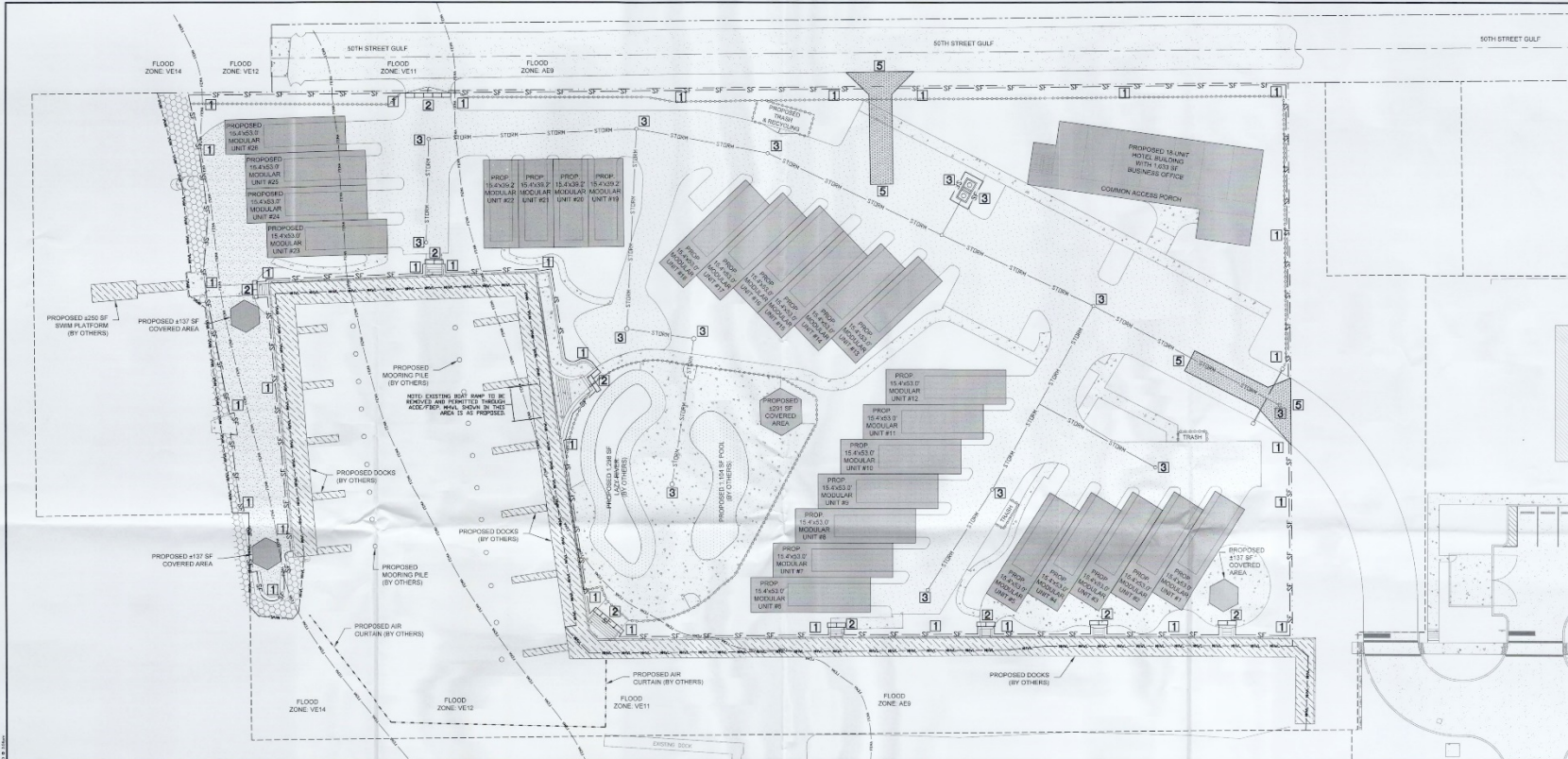
**GRAPHIC SCALE**  
 (IN FEET)  
 1" = 60'

Approved By: MJC  
 Scale: 1" = 20'  
 Job No: 19079.001  
 Date Issued: 01-27-2020

Design: JNB/MJC  
 Drawn: JNB  
 Checked: JNB/JJJ  
 Sheet No: C-200

STATE OF FLORIDA  
 PROFESSIONAL ENGINEERING  
 No. 70676  
 JAMES N. BURNETT  
 State of Florida  
 August 14, 1978





**PROJECT INFORMATION**

PROJECT: CRYSTAL COVE II  
 6011 60th ST  
 MARATHON, FLORIDA 33050

OWNER/DEVELOPER: MIKE ARABIA  
 SEASONS, INC.  
 1222 SE 47TH ST, SUITE 330  
 CORP CORAL, FLORIDA 33064

SEWER: CITY OF MARATHON  
 FLORIDA KEY WASTEWATER AUTHORITY

WATER: MARATHON GARBAGE SERVICE  
 THE NEWER ENGINEERING CORPORATION  
 10700 W. UNIVERSITY BLVD, SUITE 100  
 PUNTA GORDA, FLORIDA 33950  
 841-550-7700

SURVEYOR: REECE & ASSOCIATES (S&A7845)  
 122 INDUSTRIAL BOODS SUITE B  
 RD 1000 KEY, FLORIDA 32912  
 REECE@RECEANDASSOCIATES.COM

PHASING: PROJECT TO BE CONSTRUCTED IN 1 PHASE  
 N.A.V.D.: 1988

DRYUM: AS SHOWN ON A PLAN PROVIDED BY THE  
 LANDSCAPE ARCHITECT, SARAHARA WITSELL,  
 10700 W. UNIVERSITY BLVD, SUITE 100  
 PUNTA GORDA, FLORIDA 33950  
 P&L 128871739 / COMPANY# 12888  
 FILING NUMBER: 1288 X  
 EFFECTIVE DATE: 18 FEBRUARY 2005

EXISTING ZONING: MIXED USE (M4)  
 FUTURE LAND USE: MIXED USE COMMERCIAL

**EROSION CONTROL MAINTENANCE**

THE OPERATOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES IN PLACE UNTIL THE UNDERLYING CONSTRUCTION IS COMPLETE. THE OPERATOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EROSION CONTROL MEASURES IN PLACE UNTIL THE UNDERLYING CONSTRUCTION IS COMPLETE. THE OPERATOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EROSION CONTROL MEASURES IN PLACE UNTIL THE UNDERLYING CONSTRUCTION IS COMPLETE.

**LEGEND**

EXISTING SWP MAP  
 PROPERTY BOUNDARY  
 100' BUFFER ZONE LINE (DASH)  
 PROPERTY LOT LINE  
 OPERATIVE PROPERTY LINES  
 EFFECTIVE FLOOD ZONE LINES

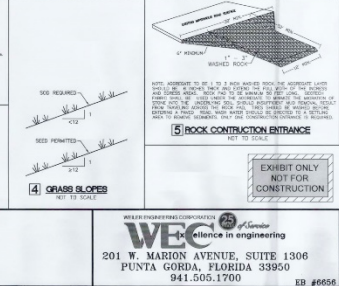
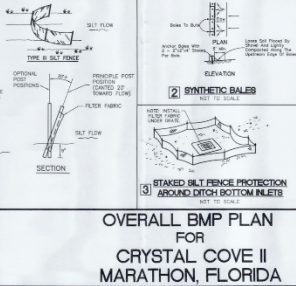
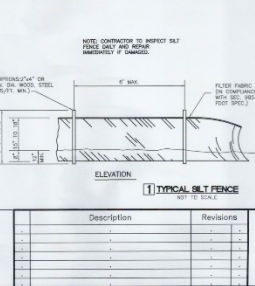
PROPOSED FENCE  
 PROPOSED ASPHALT  
 PROPOSED CONCRETE  
 PROPOSED POOL  
 PROPOSED BUILDING  
 PROPOSED DOCKS

EXISTING ASPHALT  
 EXISTING CONCRETE  
 EXISTING BUILDING  
 EXISTING DOCKS

**LEGEND**

BEST MANAGEMENT PRACTICE  
 DETAIL NUMBER AND REFERENCE

1 TYPICAL SILT FENCE  
 REFLECTOR LOCATION



**OVERALL BMP PLAN FOR CRYSTAL COVE II MARATHON, FLORIDA**

WEBCORPORATION  
**WEBC** *intelligence in engineering*  
 201 W. MARION AVENUE, SUITE 1306  
 PUNTA GORDA, FLORIDA 33950  
 941.505.1700  
 EIR #6556

Approved By: MJC Design: JNB/MJC  
 Scale: 1" = 20' Drawn: JNB  
 Job No: 19079.001 Checked: JNB/JJJ  
 Date Issued: 01-27-2020  
 Sheet No: C-300





PLANT LIST FOR DEVELOPMENT APPROVAL \*

TREES					
Quantity	Latin Name	Common Name	Scheduled Size	Landscape Use	Type
TBD	<i>Capparis cynophallophora</i>	JAMAICAN CAPER	15GAL 5' SL	Understory	Native
TBD	<i>Conocarpus erectus sericeus</i>	Silver Buttonwood TF	FG 12-14' OAStd	Canopy	Native
TBD	<i>Clusia rosea</i>	Pitch Apple	30GAL 8-10' OAStd	Canopy	Native
TBD	<i>Jacquinia keyensis</i>	Joewood	15GAL 5' SL	Understory	Native
TBD	<i>Myrcianthes fragrans</i>	Simpson Stopper	50GAL 8-10', OAStd	Understory	Native
PALMS					
Quantity	Latin Name	Common Name	Scheduled Size	Landscape Use	Type
TBD	<i>Dictyosperma album</i>	Hurricane Palm	16' PH, 8' CT, Field Grown	Non-native	Non-native Drought Tolerant
TBD	<i>Hyophorba lagenicaulis</i>	Bottle Palm	8-10', FG	Non-native	Non-native Drought Tolerant
TBD	<i>Hyophorba verschaffeltii</i>	Spindle Palm	6-8', PH	Non-native	Non-native Drought Tolerant
TBD	<i>Phycosperma elegans</i>	Alexander Palm	14', 16' PH, db	Non-native	Non-native Drought Tolerant
TBD	<i>Pseudophoenix sargentii</i>	Buccaneer Palm	25 gal, 7-8' PH	Non-deciduous	Native
TBD	<i>Thrinax radiata</i>	Florida Thatch Palm	FG, 5-6' OA, DB	Non-deciduous	Native
TBD	<i>Thrinax radiata</i>	Florida Thatch Palm	Single 8-10' OA	Non-deciduous	Native
SHRUBS					
Quantity	Latin Name	Common Name	Scheduled Size	Landscape Use	Type
TBD	<i>Argusia gnaphalodes</i>	Sea Lavender	3 gal, 18-24", full	Shrub	Native
TBD	<i>Suriana maritima</i>	Boy Cedar	7 gal, 18-24", full	Shrub	Native
TBD	<i>Bougainvillea</i>	Bougainvillea "Afterglow"	15 gal, 6' TRL	Accent	Non-native Drought Tolerant
TBD	<i>Zamia furfuracea</i>	Cardboard Palm	7 gal	Accent	Non-native Drought Tolerant
TBD	<i>Chrysobalanus icaco</i>	Cocoplum	7 gal, heavy	Hedge	Native
TBD	<i>Carrisa macrocarpa</i>	Natal Plum	3 gal, 18-24", full	Shrub	Non-native Drought Tolerant
TBD	<i>Carrisa macrocarpa</i>	Emerald Blanket	3 gal, 18-24", full	Shrub	Non-native Drought Tolerant
TBD	<i>Coccoloba uvifera</i>	SEAGRAPE	15 gal, 5' 6"	Hedge	Native
TBD	<i>Psychotria nervosa</i>	Wild Coffee	3 gal, 18-24", full	Shrub	Native
TBD	<i>Zamia pulmia</i>	Coonite	3 gal, 18-24", full	Shrub	Native
TBD	<i>Hamelia patens "Compacta"</i>	Dwarf Firebush	3 gal, 18-24", full	Shrub	Native
TBD	<i>Duranta erecta</i>	Golden Dewdrop cv "Sapphire Shower"s"	15 gal, 6' Std	Accent	Non-native AButterfly Attractor
TBD	<i>Serenaa repens Silver Form</i>	Silver Saw Palmetto	10 gal, 18-24", full	Shrub	Native
GROUND COVERS					
Quantity	Latin Name	Common Name	Scheduled Size	Landscape Use	Type
TBD	<i>Muhlenbergia capillaries</i>	Muhly Grass	3 gal.	Accent	Native
TBD	<i>Stachytarpheta jamaicensis</i>	Dwarf Porterweed	1 gal.	Ground Cover	Native

\* Subject to availability of material and further development of Planting Plans prior to Building Permit submission.

GENERAL NOTES FOR DEVELOPMENT APPROVAL

- ALL PLANT MATERIAL SHALL BE FREE OF DISEASE AND SHALL BE AS SHOWN ON THE PLANT LIST. PLANT MATERIAL SHALL BE FLORIDA #1 OR BETTER.
- ALL PLANT MATERIAL SHALL BE SUPPLIED AND COMPLY WITH AMERICAN NURSERYMAN STANDARDS.
- ALL PLANT MATERIAL SHALL BE PLANTED, STAKED, AND GROWN IN ACCORDANCE WITH SOUND AND ACCEPTED HORTICULTURAL PRACTICES. ANY SUBSTITUTIONS SHALL BE APPROVED BY THE LANDSCAPE DESIGNER OR OWNER PRIOR TO INSTALLATION.
- PLANTING BEDS SHALL BE MULCHED TO A DEPTH OF 3" WITH CLEAN, WEED FREE, SHREDDED HARDWOOD MULCH OR EQUIVALENT.
- REQUIRED SOIL AMENDMENTS SHALL BE DETERMINED PRIOR TO INSTALLATION OF PLANT MATERIAL.
- IRRIGATION PLAN BY OTHERS: SHRUB AND TREE IRRIGATION SHALL BE A 300P SYSTEM THAT CAN BE REMOVED AFTER PLANT MATERIAL ESTABLISHMENT PERIOD - APPROX 6 TO 18 MONTHS DEPENDING UPON THE MONTH OF INSTALLATION.
- IT IS THE LANDSCAPE CONTRACTORS RESPONSIBLE TO HAVE AND UNDERGROUND UTILITIES LOCATED PRIOR TO COMMENCEMENT OF WORK. LANDSCAPE CONTRACTOR SHALL COORDINATE WITH GENERAL CONTRACTOR AS REQUIRED.
- ALL INVASIVE EXOTIC PLANT MATERIAL, SHALL BE REMOVED AS PART OF CONSTRUCTION.

COMPLIANCE TABLES, NOTES, PROPOSED PLANT PALETTE

SCALE: AS NOTED

MARATHON CITY CODE REQUIREMENTS:

SECTION 107.65: SITE INTERIOR LANDSCAPE STANDARD			SECTION 107.66: PARKING AREA STANDARD		
STANDARD	% OF DEVELOPED AREA	% TOTAL SITE AREA	STANDARD	CANOPY TREES & HEDGE ROW	REQUIRED
DEVELOPED AREA	2.50 AC	100%	TYPE	STANDARD	14
INTERIOR LIS	0.375 AC (REQUIRED)		CANOPY SHRUBS	30' OCA SLABS	45
				HEDGE/SCREENING	

SECTION 107.70: LANDSCAPE BUFFER 50th STREET			SECTION 107.701: STREETSCAPE TREATMENT		
TYPE	LINEAR FEET - 55'		NOT APPLICABLE		
HEALTH	20				
TYPE	STANDARD	REQUIRED	NOT APPLICABLE		
CANOPY	10 X 4.5	45			
UNDERSTORY	8 X 4.5	22			
NON-DECIDUOUS	5 X 4.5	22			
SHRUB	30 X 4.5	132			

LDA-02.2 MCC Requirements

CITY OF MARATHON CODE: LANDSCAPE COMPLIANCE

SECTION 107.65: SITE INTERIOR LANDSCAPE			SECTION 107.66: PARKING AREA		
REGULATED	REQUIRED %	% TOTAL SITE AREA	TYPE	REQUIRED	AVAILABLE
107.65	2.50 AC	100%	CANOPY	14	20
			SHRUBS	45	30

SECTION 107.70: LANDSCAPE BUFFER - 50TH STREET					
TYPE	REGULATED	PROPOSED	REGULATED	PROPOSED	TOTAL
CANOPY	0	0	0	0	0
UNDERSTORY	0	0	22	0	22
NON-DECIDUOUS	0	0	22	0	22
SHRUB	0	0	132	0	132

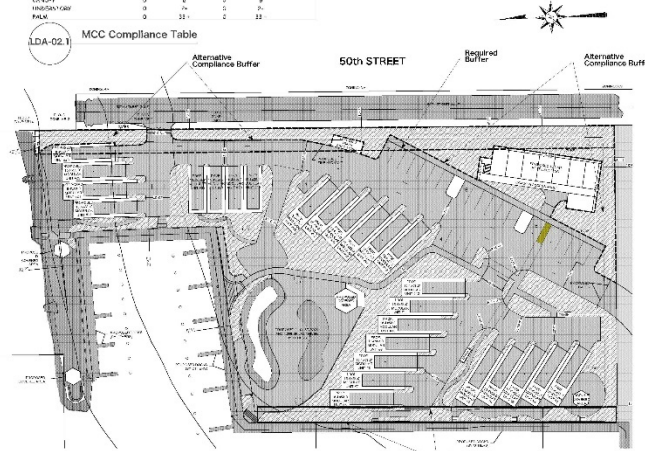
  

SECTION 107.701: ALTERNATIVE COMPLIANCE - CANAL SCREENING					
TYPE	REGULATED	PROPOSED	REGULATED	PROPOSED	TOTAL
CANOPY	0	0	0	0	0
UNDERSTORY	0	0	22	0	22
NON-DECIDUOUS	0	0	22	0	22
SHRUB	0	0	132	0	132

SECTION 107.71: ALTERNATIVE COMPLIANCE - INTERIOR STREETSCAPE					
TYPE	REGULATED	PROPOSED	REGULATED	PROPOSED	TOTAL
CANOPY	0	0	0	0	0
UNDERSTORY	0	0	22	0	22
PALM	0	0	22	0	22

LDA-02.1 MCC Compliance Table



LDA-02.3 Required Buffer & Landscape Area Scale: 1" = 40'-0"



CRYSTAL COVE II  
881 50TH STREET BAYSIDE  
MARATHON, FLORIDA

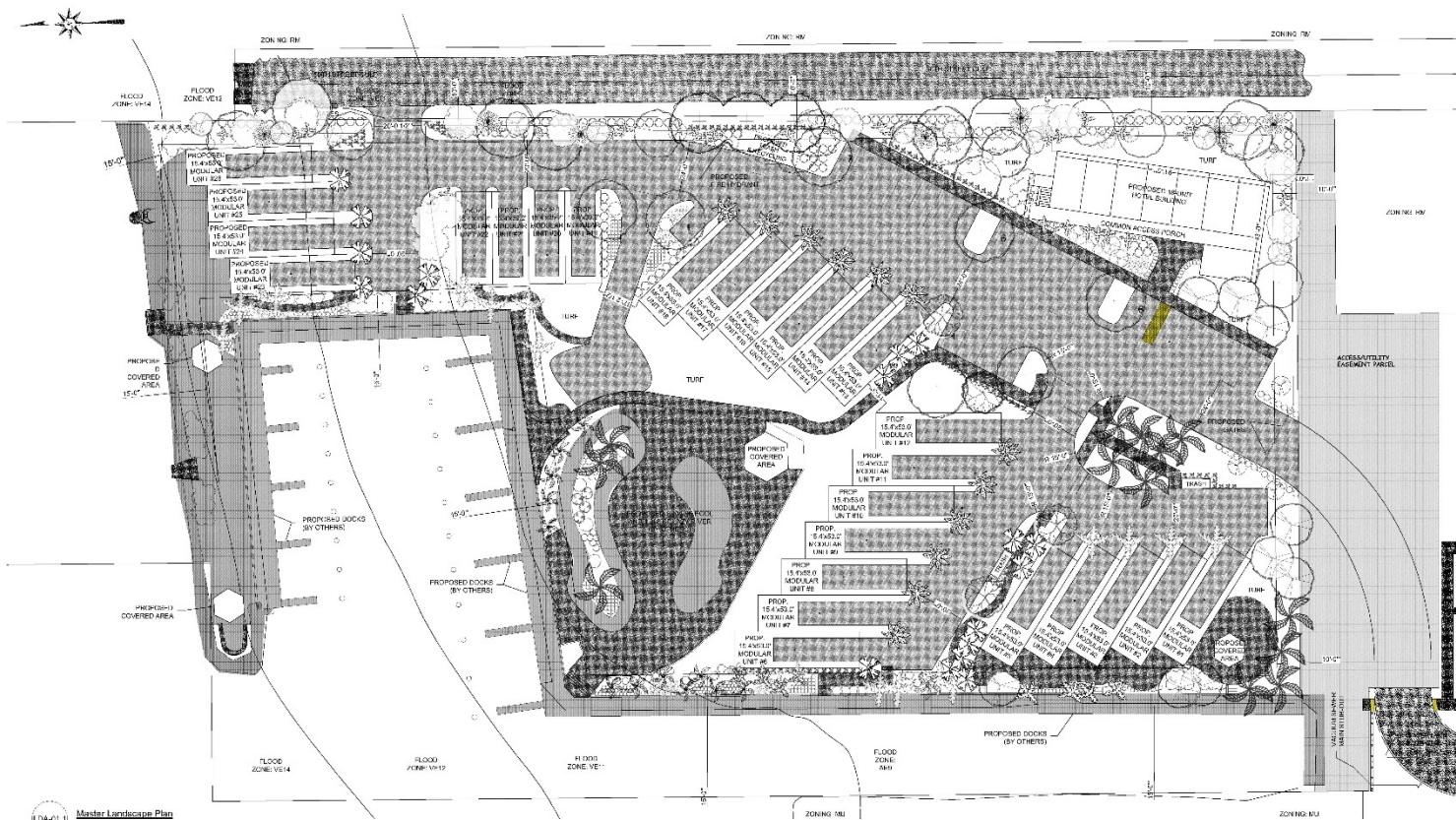
Mitchell Planning & Design, Inc.  
15450 SE 103rd Place Road  
Ocala, Florida 34476  
352-388-0607/352-388-0946  
mitchellplanningdesign@gmail.com

Revisions:

Date: 01.30.2020  
Scale: As Noted  
File: 19-MA-001  
Drawn: BM Checked: LR  
SHEET:

LDA-02





(LDA-01) Master Landscape Plan  
Scale: 1"=20'

**SHEET INDEX**

LDA-01 LANDSCAPE PLAN FOR DEVELOPMENT APPROVAL  
LDA-02 COMPLIANCE TABLES, NOTES, PROPOSED PLANT PALETTE

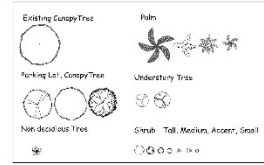
**MASTER LANDSCAPE PLAN FOR DEVELOPMENT APPROVAL**

SCALE: 1"=20'

**PLANT MATERIAL SUMMARY BY TYPE**

TYPE / LOCATION	50TH STREET BUFFER	PARKING LOT	CANAL SCREENING	INTERIOR	TOTAL
CANOPY TREE	27	20	3	8	58
UNDERSTORY TREE	23	0	0	2	25
PALM & NON-DECIDUOUS	22	16	26	33	96
SHRUB	103	97	197	TBD	TBD

**PLANT SYMBOL LEGEND**



FOR DEVELOPMENT APPROVAL ONLY; NOT FOR CONSTRUCTION

**CRYSTAL COVE II**  
881 50TH STREET BAYSIDE  
MARATHON, FLORIDA

Mitchell Planning & Design, Inc.

15450 SE 103rd Place Road  
Cape Coral, FL 33909  
302.888.0401/302.899.0266  
mitchellplanningdesign@gmail.com

Revisions:

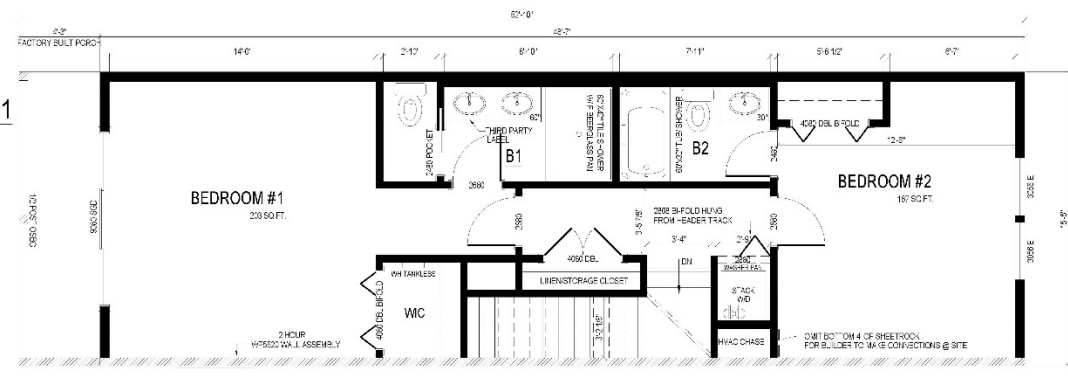
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LDA-01

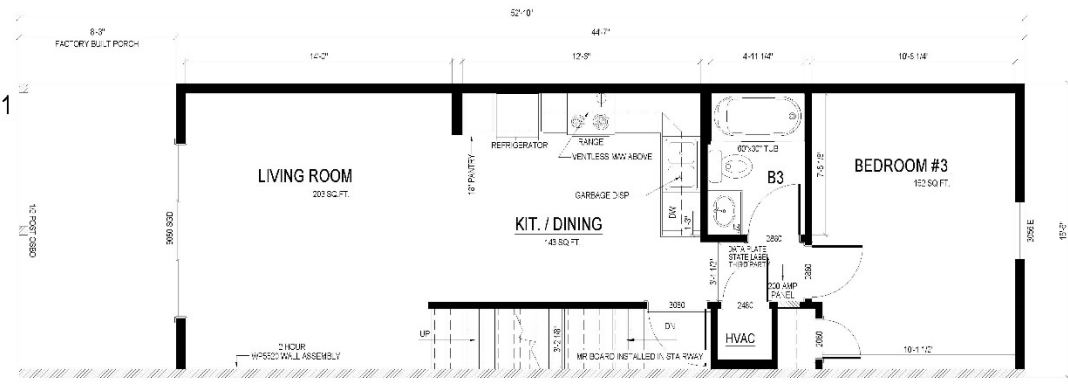
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MFT8164 / ABS #



UNIT 1



UNIT 1



BLOWN UP 1ST & 2ND FLOOR PLANS

SCALE: 3/16" = 1'-0" PRINTED ON ANSI-D

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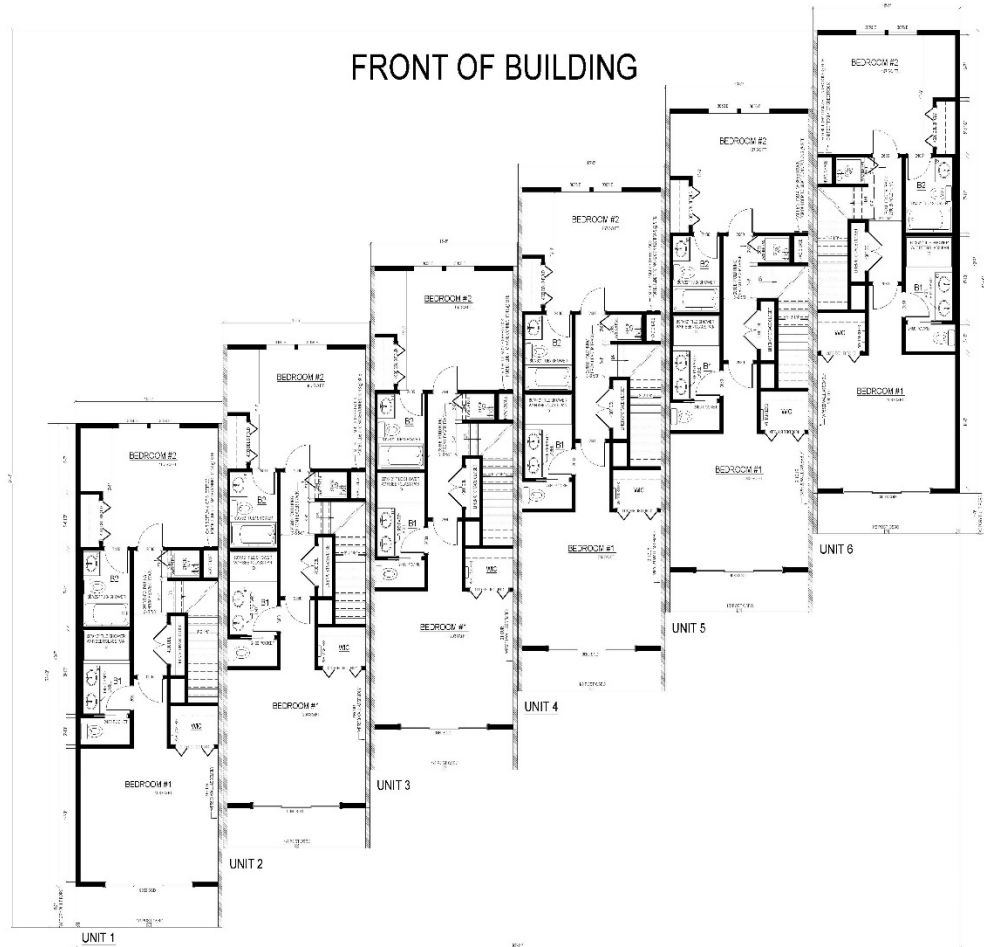
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FRONT OF BUILDING

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**1ST FLOOR PLAN**  
1966 SQ. FT. (CONDITIONED)  
490 SQ. FT. (CONDITIONED) PER UNIT  
SCALE: 3/32" = 1'-0" PRINTED ON ANSI-D

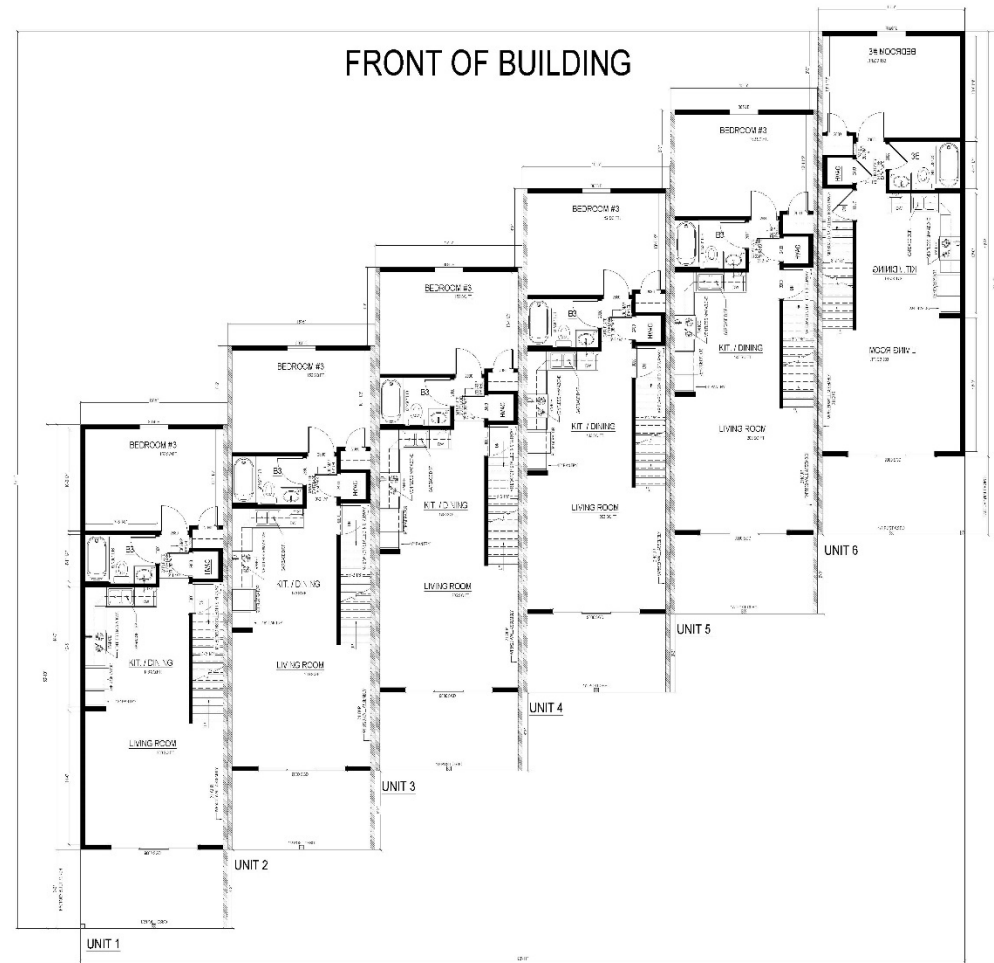
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TITLE:  
1ST FLR PLN

DATE: 1/27/19  
DRAWN: RWS

SHEET  
2

JOB NUMBER:  
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**2ND FLOOR PLAN**  
2435 SQ. FT. (CONDITIONED)  
608 SQ. FT. (CONDITIONED) PER UNIT  
SCALE: 3/32" = 1'-0" PRINTED ON ANSI-D

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2ND FLR PLN

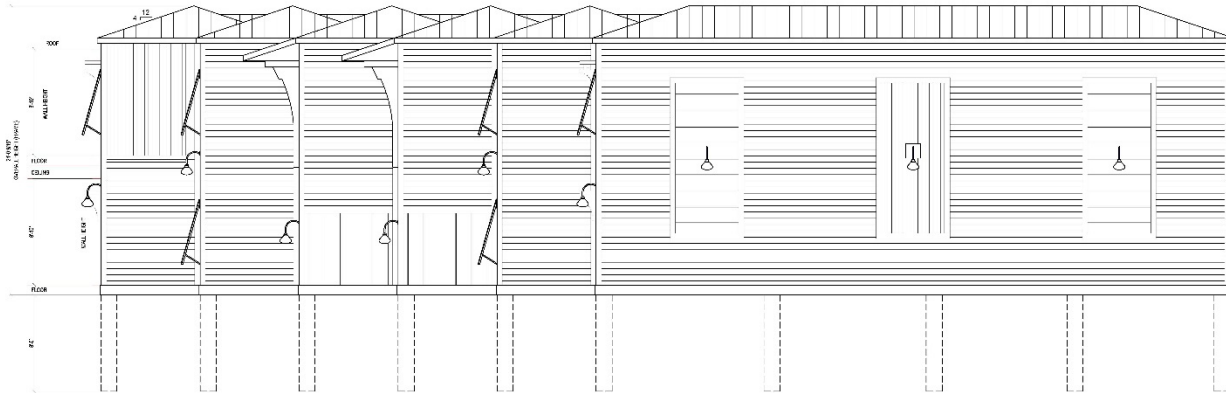
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DRAWN: RWS

SHEET  
3



**FRONT ELEVATION** SCALE: 1/4"=1'-0"

ACCESS TO GRADE BY SITE CONTRACTOR  
 SITE CONTRACTOR IS RESPONSIBLE FOR  
 DESIGN AND INSTALLATION OF  
 FOUNDATION



**SIDE ELEVATION** SCALE: 1/4"=1'-0"

ACCESS TO GRADE BY SITE CONTRACTOR  
 SITE CONTRACTOR IS RESPONSIBLE FOR  
 DESIGN AND INSTALLATION OF  
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Sheet	1
1/4"=1'-0"	
REVISED DATE:	1.29.20
PROJECT FOR:	TOWNHOMES
DRAWN BY:	
DATE:	12.1.19
PROJECT FOR:	TOWNHOMES
ADDRESS:	WABATHON FL



JOB NUMBER:  
MFT8164 / ABS #



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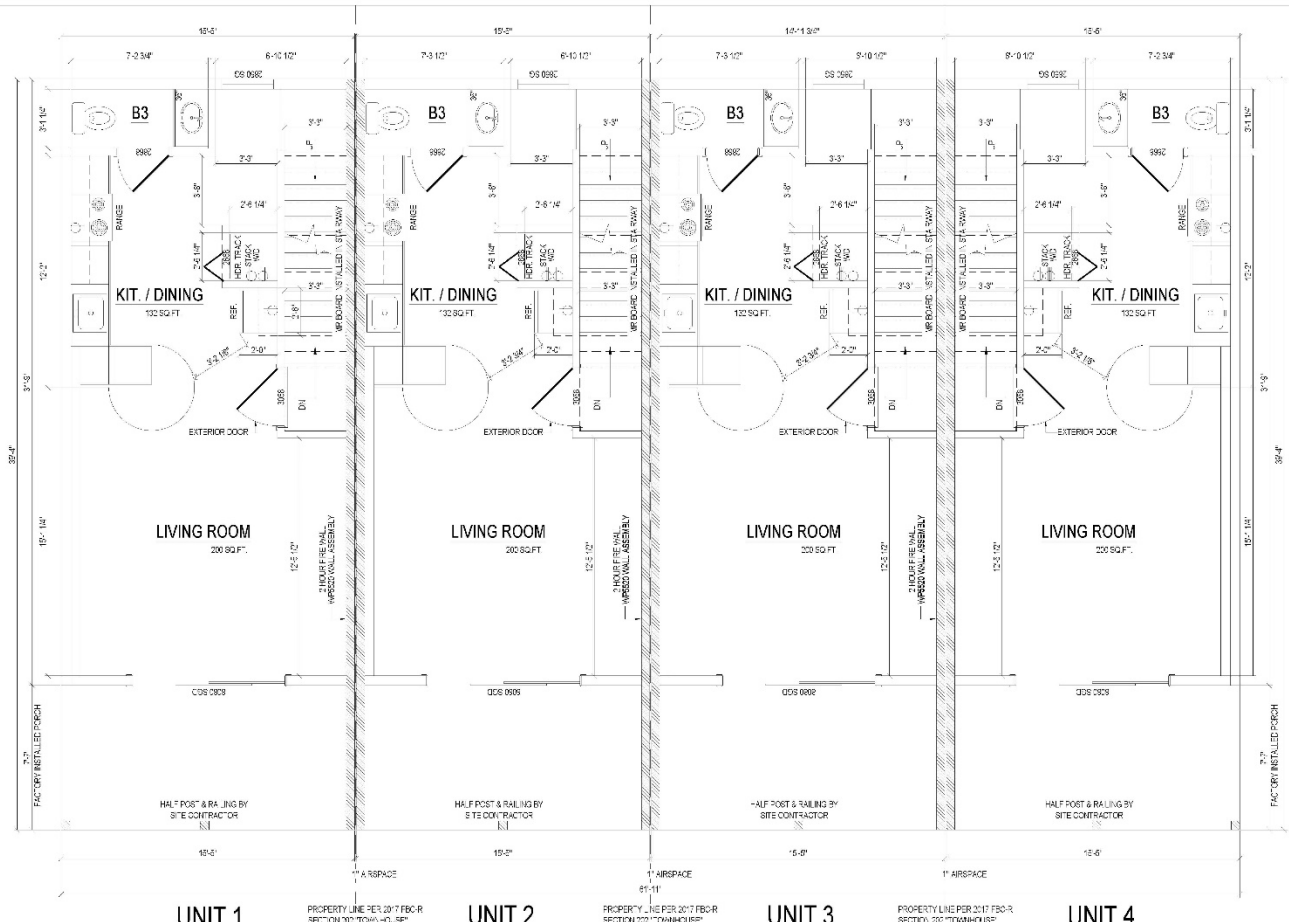
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DATE: 1/27/19  
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SHEET  
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SCALE: 1/8" = 1'-0" PRINTED ON ANSI-D

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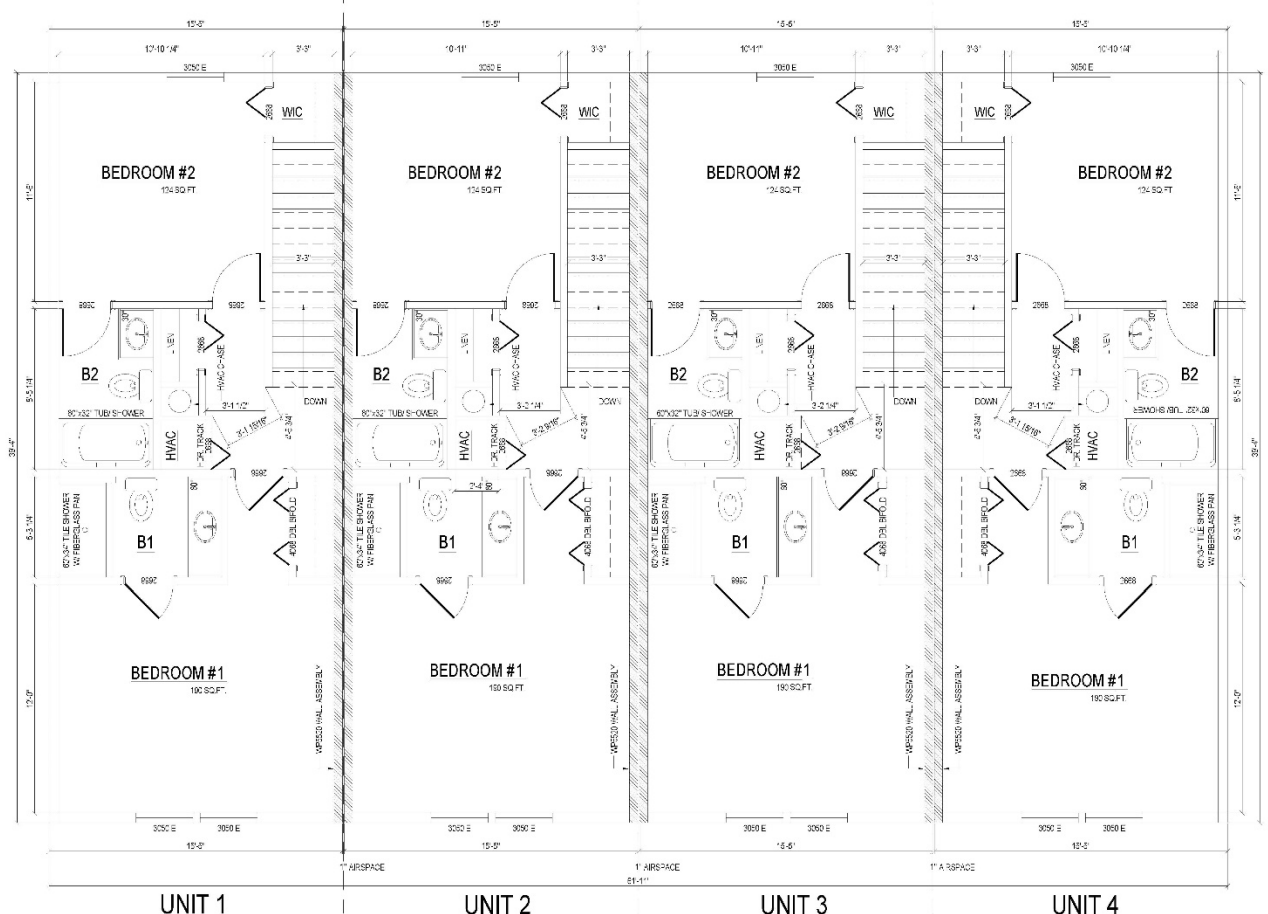

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1ST FLR PLN

DATE: 1/27/19  
DRAWN: RWS

SHEET  
2

**1ST FLOOR PLAN**  
1966 SQ.FT.(CONDITIONED)  
490 SQ.FT.(CONDITIONED) PER UNIT  
SCALE: 3/16" = 1'-0" PRINTED ON ANSI-D

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PROPERTY LINE PER 2017 FLOOR SECTION 222 TOWNHOUSE

PROPERTY LINE PER 2017 FLOOR SECTION 222 TOWNHOUSE

PROPERTY LINE PER 2017 FLOOR SECTION 222 TOWNHOUSE

**2ND FLOOR PLAN**  
2435 SQ. FT. (CONDITIONED)  
608 SQ. FT. (CONDITIONED) PER UNIT  
SCALE: 3/16" = 1'-0" PRINTED ON ANSI-D

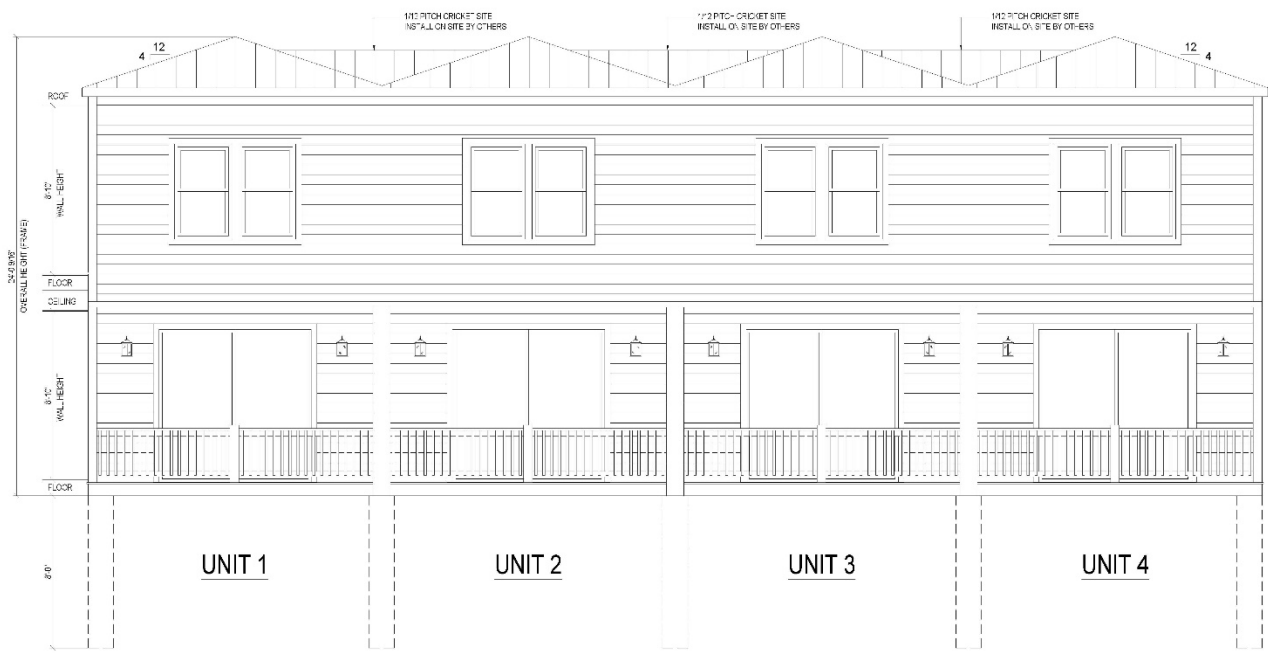
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TITLE:  
2ND FLR PLN

DATE: 1/27/19  
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SHEET  
3

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# FRONT ELEVATION

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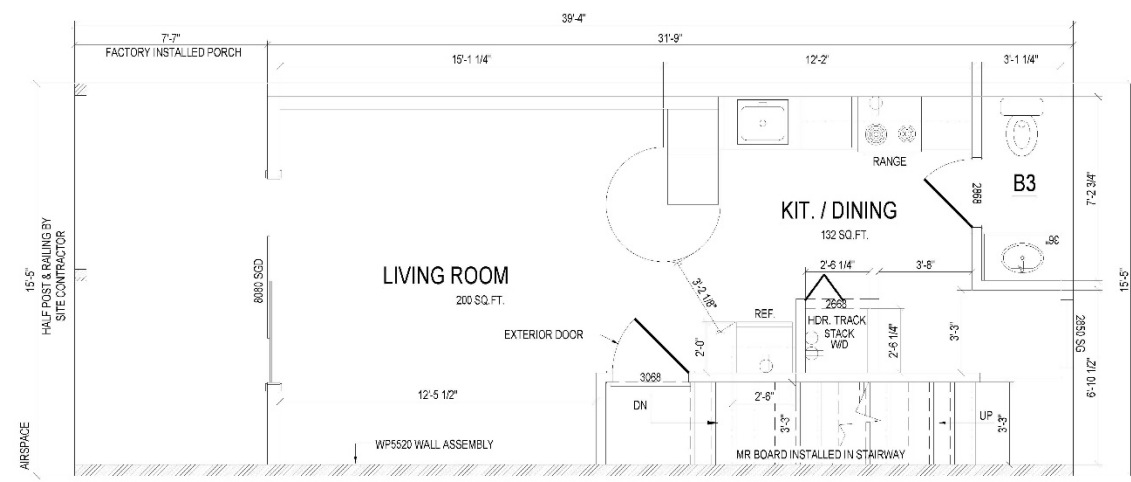
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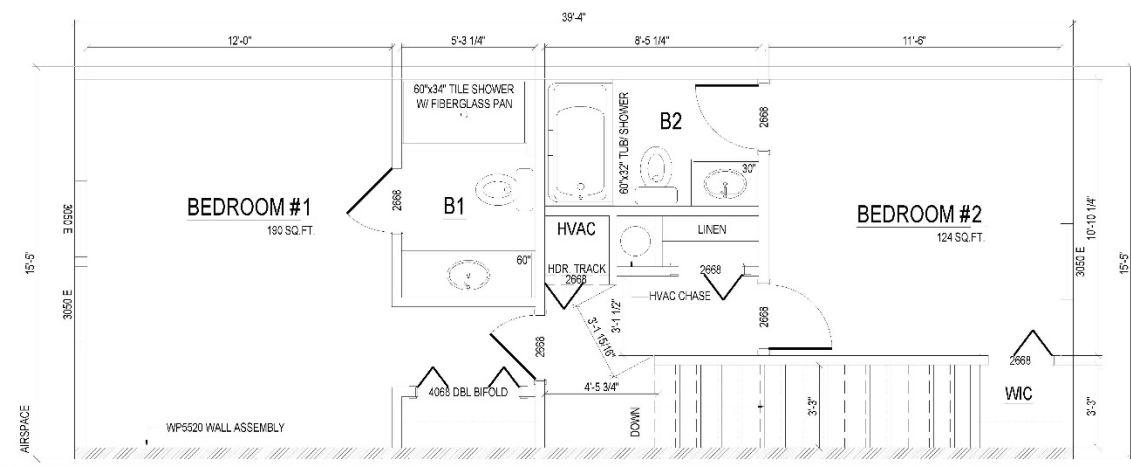
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UNIT 1



UNIT 1



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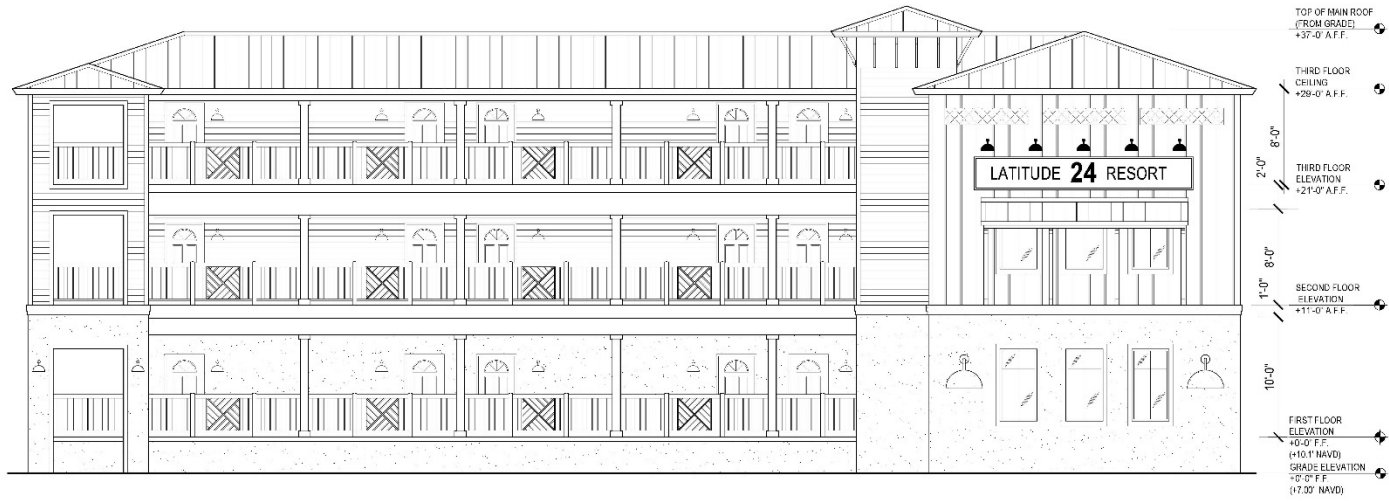
REVISIONS:

TITLE:  
BLOW UPS

DATE: 1/27/19  
DRAWN: RWS

SHEET  
1





1 FRONT (WEST) ELEVATION  
A100 SCALE: 1/4" = 1'-0"

- TOP OF MAIN ROOF  
(FROM GRADE)  
+37'-0" A.F.F.
- THIRD FLOOR  
CEILING  
+29'-0" A.F.F.
- THIRD FLOOR  
ELEVATION  
+21'-0" A.F.F.
- SECOND FLOOR  
ELEVATION  
+11'-0" A.F.F.
- FIRST FLOOR  
ELEVATION  
+0'-0" F.F.  
(10.1 NAVD)
- GRADE ELEVATION  
-0'-0" F.F.  
(7.00 NAVD)

**SOUTHVIEW STUDIOS, LLC**  
Architecture & design  
3075 W. US HWY 1, SUITE 100, PALM BEACH, FL 33411  
TEL: 561.833.1111 FAX: 561.833.1112  
WWW.SOUTHVIEWSTUDIOS.COM

**LATITUDE 24 RESORT & MARINA**  
A NEW HOTEL AND OFFICE  
MARATHON, FLORIDA

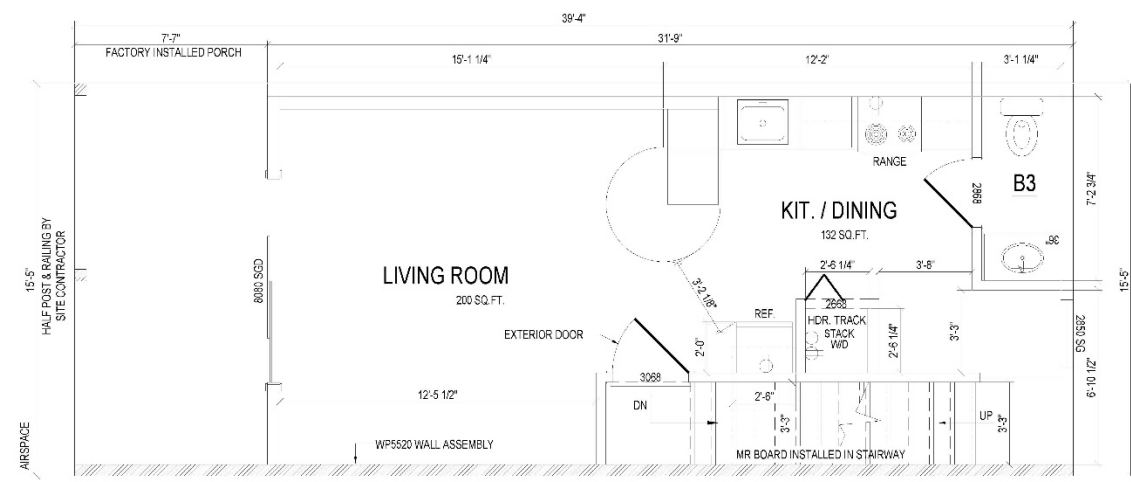
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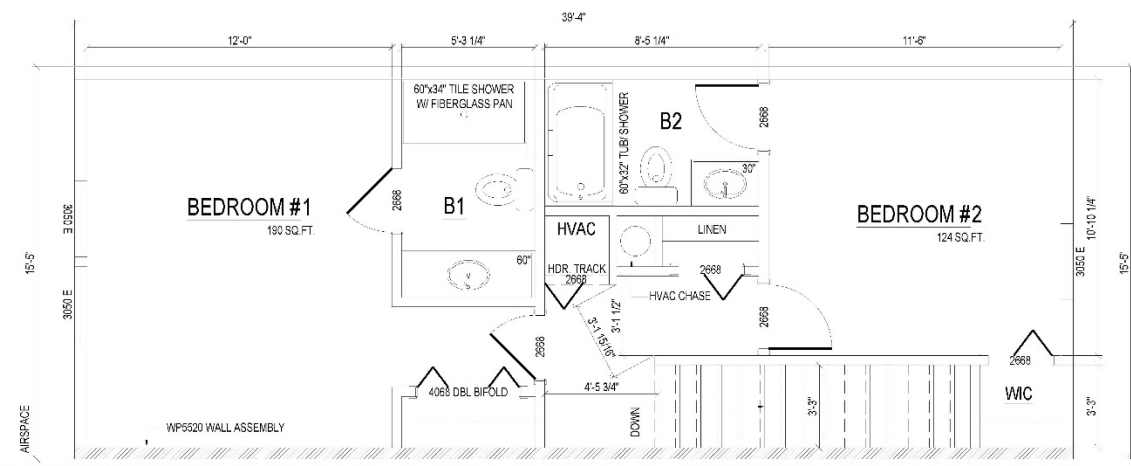
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UNIT 1



UNIT 1



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TITLE:  
BLOW UPS

DATE: 1/27/19    DRAWN: RWS

SHEET  
1

JOB NUMBER:  
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REVISIONS:


TITLE:  
ELEVATION

DATE: 1/27/19  
DRAWN: RWS

SHEET  
5

SCALE: 1/8" = 1'-0" PRINTED ON ANSI-D

Sponsor: Chuck Lindsey

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

**APPROVAL OF A REQUEST BY SEASONS, INC. (WITH APPROVAL OF THE OWNER, CRYSTAL COVE MARKET SITE, LLC) BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA FOR A CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT PURSUANT TO CHAPTER 102, ARTICLES 8 AND 13 OF THE CITY OF MARATHON LAND DEVELOPMENT REGULATIONS (LDRS) ENTITLED “DEVELOPMENT AGREEMENT” AND “CONDITIONAL USE PERMITS” RESPECTIVELY, PROPOSING THE DEVELOPMENT OF TWENTY-SIX (26) TRANSIENT RESIDENCES (TWO & THREE BEDROOM) AND EIGHTEEN (18) ONE-BEDROOM HOTEL STYLE TRANSIENT UNITS WITH AMENITIES; SEEKING TO SEVER THE CONNECTION WITH THE CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT IDENTIFIED IN RESOLUTIONS 2019-55 AND 2016-72 (CRYSTAL COVE HOUSING PARTNERS, LP) IN FAVOR OF THE PROJECT AND AGREEMENTS PROPOSED HEREIN; FOR PROPERTY LOCATED AT 881 50<sup>TH</sup> STREET, GULF, MARATHON, FLORIDA, WHICH IS LEGALLY DESCRIBED AS LYING WITHIN TOWNSHIP 66S, SECTION 6, RANGE 32E; KEY VACA, MARATHON, FLORIDA; HAVING REAL ESTATE NUMBER 00327150-000100. NEAREST MILE MARKER 50 (49.75).**

**WHEREAS**, HTG Crystal Cove, LLLP (2016 Applicant) filed an Application on June 30, 2016 for a Conditional Use Permit and Development Agreement pursuant to Chapter 102, Articles 8 and 13 of the Code of Ordinances for the City of Marathon (“City Code”); and

**WHEREAS**, City staff reviewed the 2016 Applicant's request for a Conditional Use Permit and determined that the 2016 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**, the Council duly considered the 2016 Applicant’s request and made a determination that the request for a Conditional Use Permit, 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 within the City of Marathon and will further the health, safety and welfare of the residents of Marathon; and

**WHEREAS**, the purpose of the Conditional Use Permit 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; and

**WHEREAS**, the City granted the Conditional Use Permit pursuant to Resolution 2016-71; and

**WHEREAS**, the City approved a Development Agreement (2016 Development Agreement) between the 2016 Applicant and the City pursuant to Resolution 2016-72 to allow the development of twenty-eight (28) RV Park RV sites, forty-six (46) workforce and affordable housing residential units (commonly known as the Residences at Crystal Cove), 7,700 square feet of commercial floor area, including an access road and utilities easement to service the development and operation of the workforce and affordable housing residential units, commercial floor area, and RV Park RV sites;

**WHEREAS**, Crystal Cove Housing Partners, LP (2019 Applicant) made application to the City to revise the Conditional Use Permit to document a change in ownership and minor changes in conditions relating to the construction of the affordable housing units; and

**WHEREAS**, the City revised the Conditional Use Permit pursuant to Resolution 2019-55 which approved DEVELOPMENT ORDER #2016-07 REVISED (Revised Conditional Use Permit) pursuant to the 2019 Applicant's request; and

**WHEREAS**, due to the development of the twenty-eight (28) transient residential units (RV Park RV Sites) the City Code requires the development of six (6) workforce and affordable housing units which was satisfied by the approval the forty-six (46) workforce and affordable housing units by the Conditional Use Permit, the Revised Conditional Use Permit, and the 2016 Development Agreement.

**WHEREAS**, Seasons, Inc. (2020 Applicant) has acquired or shall acquire a portion of the property, along with certain allocable development entitlements previously owned by the 2016 Applicant and the 2019 Applicant. The 2020 Applicant proposes to construct twenty-six (26) transient residential units, eighteen hotel units, one thousand six hundred thirty-three (1,633) square feet of commercial floor area with associated storage area, twenty-eight (28) wet slips, swimming pool(s), a bath house, food truck service, and other accessory uses on the area designated by the 2016 Development Agreement for development as RV Park RV sites, as further identified by the site plan attached to the Revised Conditional Use Permit; and

**WHEREAS**, The 2019 Applicant will continue to pursue the development of the currently approved construction of the forty-six (46) workforce and affordable housing residential units (commonly known as the Residences at Crystal Cove) on the property described in the 2016 Development Agreement and Revised Conditional Use Permit as Elevated Affordable Housing; and

**WHEREAS**, the purpose of this Amended Revised Development Order is to document a change in ownership; the replacement of the RV development with twenty-six (26) transient residential units, eighteen (18) hotel units, one thousand six hundred thirty-three (1,633) square feet of



commercial floor area with associated storage area, twenty-eight (28) wet slips, swimming pool(s), a bath house, food truck service, and other accessory uses; and

**WHEREAS**, City staff reviewed the Applicant’s request for a Conditional Use Permit 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 14<sup>th</sup> day of July, 2020, 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 Conditional Use Permit pursuant to Chapter 102, Article 13 of the LDRs; and

**WHEREAS**, and on the 11<sup>th</sup> day of August, 2020 and the 8<sup>th</sup> day of September, 2020, the City Council (the “Council”) conducted properly advertised public hearings (the “Public Hearings”) regarding the request submitted by the Applicant, for a Conditional Use Permit pursuant to Chapter 102, Article 13 of the LDRs; and

**WHEREAS**; the City Council made a determination that the Applicant’s request for a Conditional Use Permit, 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 within the City of Marathon and will further the health, safety and welfare of the residents of Marathon; and

**WHEREAS**, the purpose of the Conditional Use Permit 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 Development Order 2020-04, a copy of which is attached hereto as Exhibit “A”, granting a Conditional Use Permit to Seasons Inc., subject to the Conditions imposed. The Director of Planning is authorized to sign the development order on behalf of the City.

**Section 3.** 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 8<sup>th</sup> day of September, 2020.

**THE CITY OF MARATHON, FLORIDA**

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**Steve Cook, Mayor**

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

**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:**

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Dirk Smits, City Attorney

**CITY OF MARATHON, FLORIDA  
CONDITIONAL USE  
DEVELOPMENT ORDER # 2020-04**

**APPROVAL OF A REQUEST BY SEASONS, INC. (WITH APPROVAL OF THE OWNER, CRYSTAL COVE MARKET SITE, LLC) BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA FOR A CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT PURSUANT TO CHAPTER 102, ARTICLES 8 AND 13 OF THE CITY OF MARATHON LAND DEVELOPMENT REGULATIONS (LDRS) ENTITLED “DEVELOPMENT AGREEMENT” AND “CONDITIONAL USE PERMITS” RESPECTIVELY, PROPOSING THE DEVELOPMENT OF TWENTY-SIX (26) TRANSIENT RESIDENCES (TWO & THREE BEDROOM) AND EIGHTEEN (18) ONE-BEDROOM HOTEL STYLE TRANSIENT UNITS WITH AMENITIES; SEEKING TO SEVER THE CONNECTION WITH THE CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT IDENTIFIED IN RESOLUTIONS 2019-55 AND 2016-72 (CRYSTAL COVE HOUSING PARTNERS, LP) IN FAVOR OF THE PROJECT AND AGREEMENTS PROPOSED HEREIN; FOR PROPERTY LOCATED AT 881 50<sup>TH</sup> STREET, GULF, MARATHON, FLORIDA, WHICH IS LEGALLY DESCRIBED AS LYING WITHIN TOWNSHIP 66S, SECTION 6, RANGE 32E; KEY VACA, MARATHON, FLORIDA; HAVING REAL ESTATE NUMBER 00327150-000100. NEAREST MILE MARKER 50 (49.75).**

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**WHEREAS**, City staff reviewed the 2016 Applicant's request for a Conditional Use Permit and determined that the 2016 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**, the Council duly considered the 2016 Applicant’s request and made a determination that the request for a Conditional Use Permit, 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 within the City of Marathon and will further the health, safety and welfare of the residents of Marathon; and

**WHEREAS**, the purpose of the Conditional Use Permit 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; and

**WHEREAS**, the City granted the Conditional Use Permit pursuant to Resolution 2016-71; and

**WHEREAS**, the City approved a Development Agreement (2016 Development Agreement) between the 2016 Applicant and the City pursuant to Resolution 2016-72 to allow the development of twenty-eight (28) RV Park RV sites, forty-six (46) workforce and affordable housing residential units (commonly known as the Residences at Crystal Cove), 7,700 square feet of commercial floor area, including an access road and utilities easement to service the development and operation of the workforce and affordable housing residential units, commercial floor area, and RV Park RV sites;

**WHEREAS**, Crystal Cove Housing Partners, LP (2019 Applicant) made application to the City to revise the Conditional Use Permit to document a change in ownership and minor changes in conditions relating to the construction of the affordable housing units; and

**WHEREAS**, the City revised the Conditional Use Permit pursuant to Resolution 2019-55 which approved DEVELOPMENT ORDER #2016-07 REVISED (Revised Conditional Use Permit) pursuant to the 2019 Applicant's request; and

**WHEREAS**, due to the development of the twenty-eight (28) transient residential units (RV Park RV Sites) the City Code requires the development of six (6) workforce and affordable housing units which was satisfied by the approval the forty-six (46) workforce and affordable housing units by the Conditional Use Permit, the Revised Conditional Use Permit, and the 2016 Development Agreement.

**WHEREAS**, Seasons, Inc. (2020 Applicant) has acquired or shall acquire a portion of the property, along with certain allocable development entitlements previously owned by the 2016 Applicant and the 2019 Applicant. The 2020 Applicant proposes to construct twenty-six (26) transient residential units, eighteen hotel units, one thousand six hundred thirty-three (1,633) square feet of commercial floor area with associated storage area, twenty-eight (28) wet slips, swimming pool(s), a bath house, food truck service, and other accessory uses on the area designated by the 2016 Development Agreement for development as RV Park RV sites, as further identified by the site plan attached to the Revised Conditional Use Permit; and

**WHEREAS**, The 2019 Applicant will continue to pursue the development of the currently approved construction of the forty-six (46) workforce and affordable housing residential units (commonly known as the Residences at Crystal Cove) on the property described in the 2016 Development Agreement and Revised Conditional Use Permit as Elevated Affordable Housing; and

**WHEREAS**, the purpose of this Amended Revised Development Order is to document a change in ownership; the replacement of the RV development with twenty-six (26) transient residential units, eighteen (18) hotel units, one thousand six hundred thirty-three (1,633) square feet of commercial floor area with associated storage area, twenty-eight (28) wet slips, swimming pool(s), a bath house, food truck service, and other accessory uses; and

**WHEREAS**, City staff reviewed the Applicant’s request for a Conditional Use Permit 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 14<sup>th</sup> day of July, 2020, 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 Conditional Use Permit pursuant to Chapter 102, Article 13 of the LDRs; and

**WHEREAS**, and on the 11<sup>th</sup> day of August, 2020 and the 8<sup>th</sup> day of September, 2020, the City Council (the “Council”) conducted properly advertised public hearings (the “Public Hearings”) regarding the request submitted by the Applicant, for a Conditional Use Permit pursuant to Chapter 102, Article 13 of the LDRs; and

**WHEREAS**; the City Council made a determination that the Applicant’s request for a Conditional Use Permit, 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 within the City of Marathon and will further the health, safety and welfare of the residents of Marathon; and

**WHEREAS**, the purpose of the Conditional Use Permit 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,

**FINDINGS OF FACT:**

1. The 2020 Applicant will develop twenty-six (26) transient residential units, eighteen hotel units, one thousand six hundred thirty-three (1,633) square feet of commercial floor area with associated storage area, twenty-eight (28) wet slips, swimming pool(s), a bath house, food truck service, and other accessory uses on the area designated by the 2016 Development Agreement for development as RV Park RV sites (See Attached Site Plan as Attachment \_\_\_\_).
2. The affordable and workforce housing required by the City Code has been satisfied by the approval of the forty-six (46) workforce and affordable housing residential units (commonly known as the Residences at Crystal Cove) per the requirements of the Conditional Use Permit, the Revised Conditional Use Permit, and the 2016 Development Agreement.
3. On \_\_\_\_\_, the Technical Review Committee granted approval of the submitted Alternative Compliance Landscape Plan.
4. In accordance with Section 102.77 of the City Code, the Commission and Council considered and determined the 2020 Applicant met the following criteria:
  - a. The proposed use is consistent with the Comprehensive Plan and LDRs;
  - b. The proposed use is compatible with the existing land use pattern and future uses designated by the Comprehensive Plan;



- c. The proposed use shall not adversely affect the health, safety, and welfare of the public; and
- d. The proposed conditional use minimizes environmental impacts, including but not limited to water, air, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment; and Satisfactory provisions and arrangements have been made concerning the following matters, where applicable:
  - 5. Ingress and egress to the property and proposed structures thereon with particular reference to automotive, bicycle, and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe;
  - 6. Off-street parking and loading areas where required, with particular attention to item 1 above;
  - 7. The noise, glare or odor effects of the conditional use on surrounding properties;
  - 8. Refuse and service areas, with particular reference to location, screening and Items 1 and 2 above;
  - 9. Utilities, with reference to location and availability;
  - 10. Screening and buffering with reference to type, dimensions and character;
  - 11. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility with surrounding properties;
  - 12. Required yards and other open space;
  - 13. General compatibility with surrounding properties; and

**CONDITIONS IMPOSED:**

Granting approval of the Application is subject to the following conditions:

Conditions of Approval

- 1. The 2020 Applicant will develop twenty-six (26) transient residential units, eighteen hotel units, one thousand six hundred thirty-three (1,633) square feet of commercial floor area with associated storage area, twenty-eight (28) wet slips, swimming pool(s), a bath house, food truck service, and other accessory uses on the area designated by the 2016 Development Agreement for development as RV Park RV sites
- 2. Through this approval, the City acknowledges the independence of this project from Crystal Cove Housing Partners LP (Resolutions 2019-55 & 2016-72) and hereby approves an independent Conditional Use Permit and Development Agreement.
- 3. A final lighting plan must be submitted which meets or exceeds LDR requirements
- 4. A final parking schedule must be provided which meets or exceeds LDR requirements
- 5. An administrative setback variance is granted to allow a fifteen (15) foot setback from the mean high water line.
- 6. Where the project boundary buffer is reduced, thicker landscaping and screening is required pursuant to the Alternative Compliance Landscape Plan approved by the Technical Review Committee.
- 7. A final landscape plan must be submitted prior to permit issuance which meets or exceeds LDR requirements
- 8. Additional screening is to be created along the canal facing residential properties to the west. The criteria established in Section 107.66 F shall be applied to this area, the area facing neighboring residential development, and the boundary between this project and the affordable housing project with the additional height needed to screen headlights.

9. All dumpsters are to be screened per requirements established in the LDRs.
10. As required by Code the project shall provide a minimal number of bike racks.
11. All conditions imposed under fire safety code as presented by the Fire Marshall must be met prior to permit issuance.
12. All signs will be reviewed and approved for compliance with the City of Marathon LDR's.
13. Acquisition of any additional development rights, as authorized through this development approval are the responsibility of the developer.
14. The developer and the City shall enter into a Development Agreement which specifically identifies criteria for the final approval of the project proposed herein and separates the current project, Seasons, Inc from the Crystal Cove Market Site LLC
15. The applicant shall provide a NFP 303-compliant standpipe system for docks and one (1) hydrant to service project site in accordance with fire protection requirements as outlined by the City Fire Marshal;
16. The applicant will meet all floodplain-related requirements as part of the Building Permit process;
17. The applicant shall provide plans indicating connection point to the City of Marathon Wastewater Treatment Plant when provided by Utilities department and pay any assessments due resulting from change in use;
18. The applicant shall connect project site to existing injection well and comply with the 25-year, 72-hour storm drainage requirements;
19. The Conditional Use Development Order will constitute the Certificate of Concurrency for the project. The determination will be valid for one year from the effective date;
20. All signs will be reviewed and approved for compliance with the City of Marathon LDR's.
21. Each transient residential unit shall comply with all hurricane evacuation requirements set forth for City transient uses.
22. Existing entitlements include thirty-four point four (34.4) transient residential units, one (1) market rate residential unit, and one thousand six hundred thirty-three (1,633) square feet of commercial development. If applicable, these entitlements may be utilized to complete the project as approved.
23. Fourteen (14) transferrable Transient Residential Units (TRU's) are required prior to the issuance of a Building Permit for the eighteen (18) until hotel building. The completed transfer shall comply with any applicable affordable and workforce housing requirements.
24. The approval of this Amended Revised Development Order does not modify the Revised Development Order with regard to the development of the forty-six (46) affordable residential units (commonly known as Residences at Crystal Cove) allocated for construction on the balance of the property. Except that ingress/egress and utilities will be located within an easement as depicted on the Conceptual Site Plan attached as Exhibit \_\_\_\_\_.
25. The criteria applicable to community workforce units required by the City Code shall be met.
26. The twenty-six (26) transient residential units may be sold as fee simple townhome units within a resort condominium property.
27. Twenty-eight (28) wet slips are allowed for the development. One dock slip is to be allocated for each transient residential unit and the remainder available to the hotel units. Live aboard vessels as defined in Chapter 110, Article 3 of the City Code shall not be permitted. However, nothing in this Agreement shall be construed to prohibit seasonal long-term boat mooring in the marina at the Crystal Bay Property.

**VIOLATION OF CONDITIONS:**

The applicant understands and acknowledges that it must comply with all of the terms and conditions herein, and all other applicable requirements of the City or other governmental agencies applicable to the use of the Property. In accordance with the Code, the Council may revoke this approval upon a determination that the Applicant or its successor or designee is in non-compliance with this Resolution or Code. Failure to adhere to the terms and conditions of approval contained herein is a violation of the Code and persons found violating the conditions shall be subject to the penalties prescribed therein.

**CONCLUSIONS OF LAW:**

Based upon the above Findings of Fact, the Council does hereby make the following Conclusions of Law:

1. The Application has been processed in accordance with the applicable provisions of the City Code, and will not be detrimental to the community as a whole; and
2. In rendering its decision, as reflected in this Resolution, the Council has:
  - (a) Accorded procedural due process;
  - (b) Observed the essential requirements of the law;
  - (c) Supported its decision by substantial competent evidence of record; and
3. The Application for a conditional use is hereby GRANTED subject to the conditions specified herein.

**EFFECTIVE DATE:**

This development order shall not take effect for thirty (30) days following the date it is filed with the City Clerk, and during that time, the conditional use approval granted herein shall be subject to appeal as provided in the City Code. An appeal shall stay the effectiveness of this development order until said appeal is resolved.

\_\_\_\_\_   
Date

\_\_\_\_\_   
George Garrett   
Director of Planning

This Development Order was filed in the Office of the City Clerk of this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_   
Diane Clavier, City Clerk

**NOTICE**

Under the authority of Section 102.79(c) of the City of Marathon Land Development Regulations, this development order shall become null and void with no further notice required by the City, unless a business license has been issued for the use or a complete building permit application for site preparation and building construction with revised plans as required herein is submitted to the City of Marathon Building Official within one (1) year from the date of conditional use approval, or the date when the Department of Community Affairs waives its appeal and all required certificates of occupancy are procured with three (3) years of the date of this development order is approved by the City Council.

In addition, please be advised that pursuant to Chapter 9J-1, Florida Administrative Code, this instrument shall not take effect for forty-five (45) days following the rendition to the Florida Department of Community Affairs. During that forty-five days, the Florida Department of Economic Opportunity may appeal this instrument to the Florida Land and Water Adjudicatory Commission, and that such an appeal stays the effectiveness of this instrument until the appeal is resolved by agreement or order.

**CERTIFICATE OF SERVICE**

A true and correct copy of the above and foregoing Resolution was furnished, via U.S. certified mail, return receipt requested, addressed to \_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Diane Clavier City Cle

Sponsor: Chuck Lindsey

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

**APPROVAL OF A REQUEST BY SEASONS, INC. (WITH APPROVAL OF THE OWNER, CRYSTAL COVE MARKET SITE, LLC) BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA FOR A CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT PURSUANT TO CHAPTER 102, ARTICLES 8 AND 13 OF THE CITY OF MARATHON LAND DEVELOPMENT REGULATIONS (LDRS) ENTITLED “DEVELOPMENT AGREEMENT” AND “CONDITIONAL USE PERMITS” RESPECTIVELY, PROPOSING THE DEVELOPMENT OF TWENTY-SIX (26) TRANSIENT RESIDENCES (TWO & THREE BEDROOM) AND EIGHTEEN (18) ONE-BEDROOM HOTEL STYLE TRANSIENT UNITS WITH AMENITIES; SEEKING TO SEVER THE CONNECTION WITH THE CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT IDENTIFIED IN RESOLUTIONS 2019-55 AND 2016-72 (CRYSTAL COVE HOUSING PARTNERS, LP) IN FAVOR OF THE PROJECT AND AGREEMENTS PROPOSED HEREIN; FOR PROPERTY LOCATED AT 881 50<sup>TH</sup> STREET, GULF, MARATHON, FLORIDA, WHICH IS LEGALLY DESCRIBED AS LYING WITHIN TOWNSHIP 66S, SECTION 6, RANGE 32E; KEY VACA, MARATHON, FLORIDA; HAVING REAL ESTATE NUMBER 00327150-000100. NEAREST MILE MARKER 50 (49.75).**

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**WHEREAS**, The 2019 Applicant will continue to pursue the development of the currently approved construction of the forty-six (46) workforce and affordable housing residential units (commonly known as the Residences at Crystal Cove) on the property described in the 2016 Development Agreement and Revised Conditional Use Permit as Elevated Affordable Housing; and

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commercial floor area with associated storage area, twenty-eight (28) wet slips, swimming pool(s), a bath house, food truck service, and other accessory uses; and

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**WHEREAS**; the City Council made a determination that the Applicant's request for a Conditional Use Permit, 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 within the City of Marathon and will further the health, safety and welfare of the residents of Marathon; and

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**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 Development Order 2020-04, a copy of which is attached hereto as Exhibit "A", granting a Conditional Use Permit to Seasons Inc., subject to the Conditions imposed. The Director of Planning is authorized to sign the development order on behalf of the City.

**Section 3.** 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 8<sup>th</sup> day of September, 2020.

**THE CITY OF MARATHON, FLORIDA**

---

**Steve Cook, Mayor**

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

**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:**

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Dirk Smits, City Attorney

**CITY OF MARATHON, FLORIDA  
CONDITIONAL USE  
DEVELOPMENT ORDER # 2020-04**

**APPROVAL OF A REQUEST BY SEASONS, INC. (WITH APPROVAL OF THE OWNER, CRYSTAL COVE MARKET SITE, LLC) BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA FOR A CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT PURSUANT TO CHAPTER 102, ARTICLES 8 AND 13 OF THE CITY OF MARATHON LAND DEVELOPMENT REGULATIONS (LDRS) ENTITLED “DEVELOPMENT AGREEMENT” AND “CONDITIONAL USE PERMITS” RESPECTIVELY, PROPOSING THE DEVELOPMENT OF TWENTY-SIX (26) TRANSIENT RESIDENCES (TWO & THREE BEDROOM) AND EIGHTEEN (18) ONE-BEDROOM HOTEL STYLE TRANSIENT UNITS WITH AMENITIES; SEEKING TO SEVER THE CONNECTION WITH THE CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT IDENTIFIED IN RESOLUTIONS 2019-55 AND 2016-72 (CRYSTAL COVE HOUSING PARTNERS, LP) IN FAVOR OF THE PROJECT AND AGREEMENTS PROPOSED HEREIN; FOR PROPERTY LOCATED AT 881 50<sup>TH</sup> STREET, GULF, MARATHON, FLORIDA, WHICH IS LEGALLY DESCRIBED AS LYING WITHIN TOWNSHIP 66S, SECTION 6, RANGE 32E; KEY VACA, MARATHON, FLORIDA; HAVING REAL ESTATE NUMBER 00327150-000100. NEAREST MILE MARKER 50 (49.75).**

**WHEREAS**, HTG Crystal Cove, LLLP (2016 Applicant) filed an Application on June 30, 2016 for a Conditional Use Permit and Development Agreement pursuant to Chapter 102, Article 13 of the Code of Ordinances for the City of Marathon (“City Code”); and

**WHEREAS**, City staff reviewed the 2016 Applicant's request for a Conditional Use Permit and determined that the 2016 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**, the Council duly considered the 2016 Applicant’s request and made a determination that the request for a Conditional Use Permit, 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 within the City of Marathon and will further the health, safety and welfare of the residents of Marathon; and

**WHEREAS**, the purpose of the Conditional Use Permit 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; and

**WHEREAS**, the City granted the Conditional Use Permit pursuant to Resolution 2016-71; and

**WHEREAS**, the City approved a Development Agreement (2016 Development Agreement) between the 2016 Applicant and the City pursuant to Resolution 2016-72 to allow the development of twenty-eight (28) RV Park RV sites, forty-six (46) workforce and affordable housing residential units (commonly known as the Residences at Crystal Cove), 7,700 square feet of commercial floor area, including an access road and utilities easement to service the development and operation of the workforce and affordable housing residential units, commercial floor area, and RV Park RV sites;

**WHEREAS**, Crystal Cove Housing Partners, LP (2019 Applicant) made application to the City to revise the Conditional Use Permit to document a change in ownership and minor changes in conditions relating to the construction of the affordable housing units; and

**WHEREAS**, the City revised the Conditional Use Permit pursuant to Resolution 2019-55 which approved DEVELOPMENT ORDER #2016-07 REVISED (Revised Conditional Use Permit) pursuant to the 2019 Applicant's request; and

**WHEREAS**, due to the development of the twenty-eight (28) transient residential units (RV Park RV Sites) the City Code requires the development of six (6) workforce and affordable housing units which was satisfied by the approval the forty-six (46) workforce and affordable housing units by the Conditional Use Permit, the Revised Conditional Use Permit, and the 2016 Development Agreement.

**WHEREAS**, Seasons, Inc. (2020 Applicant) has acquired or shall acquire a portion of the property, along with certain allocable development entitlements previously owned by the 2016 Applicant and the 2019 Applicant. The 2020 Applicant proposes to construct twenty-six (26) transient residential units, eighteen hotel units, one thousand six hundred thirty-three (1,633) square feet of commercial floor area with associated storage area, twenty-eight (28) wet slips, swimming pool(s), a bath house, food truck service, and other accessory uses on the area designated by the 2016 Development Agreement for development as RV Park RV sites, as further identified by the site plan attached to the Revised Conditional Use Permit; and

**WHEREAS**, The 2019 Applicant will continue to pursue the development of the currently approved construction of the forty-six (46) workforce and affordable housing residential units (commonly known as the Residences at Crystal Cove) on the property described in the 2016 Development Agreement and Revised Conditional Use Permit as Elevated Affordable Housing; and

**WHEREAS**, the purpose of this Amended Revised Development Order is to document a change in ownership; the replacement of the RV development with twenty-six (26) transient residential units, eighteen (18) hotel units, one thousand six hundred thirty-three (1,633) square feet of commercial floor area with associated storage area, twenty-eight (28) wet slips, swimming pool(s), a bath house, food truck service, and other accessory uses; and

**WHEREAS**, City staff reviewed the Applicant’s request for a Conditional Use Permit 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 14<sup>th</sup> day of July, 2020, 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 Conditional Use Permit pursuant to Chapter 102, Article 13 of the LDRs; and

**WHEREAS**, and on the 11<sup>th</sup> day of August, 2020 and the 8<sup>th</sup> day of September, 2020, the City Council (the “Council”) conducted properly advertised public hearings (the “Public Hearings”) regarding the request submitted by the Applicant, for a Conditional Use Permit pursuant to Chapter 102, Article 13 of the LDRs; and

**WHEREAS**; the City Council made a determination that the Applicant’s request for a Conditional Use Permit, 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 within the City of Marathon and will further the health, safety and welfare of the residents of Marathon; and

**WHEREAS**, the purpose of the Conditional Use Permit 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,

**FINDINGS OF FACT:**

1. The 2020 Applicant will develop twenty-six (26) transient residential units, eighteen hotel units, one thousand six hundred thirty-three (1,633) square feet of commercial floor area with associated storage area, twenty-eight (28) wet slips, swimming pool(s), a bath house, food truck service, and other accessory uses on the area designated by the 2016 Development Agreement for development as RV Park RV sites (See Attached Site Plan as Attachment \_\_\_\_).
2. The affordable and workforce housing required by the City Code has been satisfied by the approval of the forty-six (46) workforce and affordable housing residential units (commonly known as the Residences at Crystal Cove) per the requirements of the Conditional Use Permit, the Revised Conditional Use Permit, and the 2016 Development Agreement.
3. On \_\_\_\_\_, the Technical Review Committee granted approval of the submitted Alternative Compliance Landscape Plan.
4. In accordance with Section 102.77 of the City Code, the Commission and Council considered and determined the 2020 Applicant met the following criteria:
  - a. The proposed use is consistent with the Comprehensive Plan and LDRs;
  - b. The proposed use is compatible with the existing land use pattern and future uses designated by the Comprehensive Plan;



- c. The proposed use shall not adversely affect the health, safety, and welfare of the public; and
- d. The proposed conditional use minimizes environmental impacts, including but not limited to water, air, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment; and Satisfactory provisions and arrangements have been made concerning the following matters, where applicable:
  - 5. Ingress and egress to the property and proposed structures thereon with particular reference to automotive, bicycle, and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe;
  - 6. Off-street parking and loading areas where required, with particular attention to item 1 above;
  - 7. The noise, glare or odor effects of the conditional use on surrounding properties;
  - 8. Refuse and service areas, with particular reference to location, screening and Items 1 and 2 above;
  - 9. Utilities, with reference to location and availability;
  - 10. Screening and buffering with reference to type, dimensions and character;
  - 11. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility with surrounding properties;
  - 12. Required yards and other open space;
  - 13. General compatibility with surrounding properties; and

**CONDITIONS IMPOSED:**

Granting approval of the Application is subject to the following conditions:

Conditions of Approval

- 1. The 2020 Applicant will develop twenty-six (26) transient residential units, eighteen hotel units, one thousand six hundred thirty-three (1,633) square feet of commercial floor area with associated storage area, twenty-eight (28) wet slips, swimming pool(s), a bath house, food truck service, and other accessory uses on the area designated by the 2016 Development Agreement for development as RV Park RV sites
- 2. Through this approval, the City acknowledges the independence of this project from Crystal Cove Housing Partners LP (Resolutions 2019-55 & 2016-72) and hereby approves an independent Conditional Use Permit and Development Agreement.
- 3. A final lighting plan must be submitted which meets or exceeds LDR requirements
- 4. A final parking schedule must be provided which meets or exceeds LDR requirements
- 5. An administrative setback variance is granted to allow a fifteen (15) foot setback from the mean high water line.
- 6. Where the project boundary buffer is reduced, thicker landscaping and screening is required pursuant to the Alternative Compliance Landscape Plan approved by the Technical Review Committee.
- 7. A final landscape plan must be submitted prior to permit issuance which meets or exceeds LDR requirements
- 8. Additional screening is to be created along the canal facing residential properties to the west. The criteria established in Section 107.66 F shall be applied to this area, the area facing neighboring residential development, and the boundary between this project and the affordable housing project with the additional height needed to screen headlights.

9. All dumpsters are to be screened per requirements established in the LDRs.
10. As required by Code the project shall provide a minimal number of bike racks.
11. All conditions imposed under fire safety code as presented by the Fire Marshall must be met prior to permit issuance.
12. All signs will be reviewed and approved for compliance with the City of Marathon LDR's.
13. Acquisition of any additional development rights, as authorized through this development approval are the responsibility of the developer.
14. The developer and the City shall enter into a Development Agreement which specifically identifies criteria for the final approval of the project proposed herein and separates the current project, Seasons, Inc from the Crystal Cove Market Site LLC
15. The applicant shall provide a NFP 303-compliant standpipe system for docks and one (1) hydrant to service project site in accordance with fire protection requirements as outlined by the City Fire Marshal;
16. The applicant will meet all floodplain-related requirements as part of the Building Permit process;
17. The applicant shall provide plans indicating connection point to the City of Marathon Wastewater Treatment Plant when provided by Utilities department and pay any assessments due resulting from change in use;
18. The applicant shall connect project site to existing injection well and comply with the 25-year, 72-hour storm drainage requirements;
19. The Conditional Use Development Order will constitute the Certificate of Concurrency for the project. The determination will be valid for one year from the effective date;
20. All signs will be reviewed and approved for compliance with the City of Marathon LDR's.
21. Each transient residential unit shall comply with all hurricane evacuation requirements set forth for City transient uses.
22. Existing entitlements include thirty-four point four (34.4) transient residential units, one (1) market rate residential unit, and one thousand six hundred thirty-three (1,633) square feet of commercial development. If applicable, these entitlements may be utilized to complete the project as approved.
23. Fourteen (14) transferrable Transient Residential Units (TRU's) are required prior to the issuance of a Building Permit for the eighteen (18) until hotel building. The completed transfer shall comply with any applicable affordable and workforce housing requirements.
24. The approval of this Amended Revised Development Order does not modify the Revised Development Order with regard to the development of the forty-six (46) affordable residential units (commonly known as Residences at Crystal Cove) allocated for construction on the balance of the property. Except that ingress/egress and utilities will be located within an easement as depicted on the Conceptual Site Plan attached as Exhibit \_\_\_\_\_.
25. The criteria applicable to community workforce units required by the City Code shall be met.
26. The twenty-six (26) transient residential units may be sold as fee simple townhome units within a resort condominium property.
27. Twenty-eight (28) wet slips are allowed for the development. One dock slip is to be allocated for each transient residential unit and the remainder available to the hotel units. Live aboard vessels as defined in Chapter 110, Article 3 of the City Code shall not be permitted. However, nothing in this Agreement shall be construed to prohibit seasonal long-term boat mooring in the marina at the Crystal Bay Property.

**VIOLATION OF CONDITIONS:**

The applicant understands and acknowledges that it must comply with all of the terms and conditions herein, and all other applicable requirements of the City or other governmental agencies applicable to the use of the Property. In accordance with the Code, the Council may revoke this approval upon a determination that the Applicant or its successor or designee is in non-compliance with this Resolution or Code. Failure to adhere to the terms and conditions of approval contained herein is a violation of the Code and persons found violating the conditions shall be subject to the penalties prescribed therein.

**CONCLUSIONS OF LAW:**

Based upon the above Findings of Fact, the Council does hereby make the following Conclusions of Law:

1. The Application has been processed in accordance with the applicable provisions of the City Code, and will not be detrimental to the community as a whole; and
2. In rendering its decision, as reflected in this Resolution, the Council has:
  - (a) Accorded procedural due process;
  - (b) Observed the essential requirements of the law;
  - (c) Supported its decision by substantial competent evidence of record; and
3. The Application for a conditional use is hereby GRANTED subject to the conditions specified herein.

**EFFECTIVE DATE:**

This development order shall not take effect for thirty (30) days following the date it is filed with the City Clerk, and during that time, the conditional use approval granted herein shall be subject to appeal as provided in the City Code. An appeal shall stay the effectiveness of this development order until said appeal is resolved.

\_\_\_\_\_
Date

\_\_\_\_\_
George Garrett
Director of Planning

This Development Order was filed in the Office of the City Clerk of this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_
Diane Clavier, City Clerk

**NOTICE**

Under the authority of Section 102.79(c) of the City of Marathon Land Development Regulations, this development order shall become null and void with no further notice required by the City, unless a business license has been issued for the use or a complete building permit application for site preparation and building construction with revised plans as required herein is submitted to the City of Marathon Building Official within one (1) year from the date of conditional use approval, or the date when the Department of Community Affairs waives its appeal and all required certificates of occupancy are procured with three (3) years of the date of this development order is approved by the City Council.

In addition, please be advised that pursuant to Chapter 9J-1, Florida Administrative Code, this instrument shall not take effect for forty-five (45) days following the rendition to the Florida Department of Community Affairs. During that forty-five days, the Florida Department of Economic Opportunity may appeal this instrument to the Florida Land and Water Adjudicatory Commission, and that such an appeal stays the effectiveness of this instrument until the appeal is resolved by agreement or order.

**CERTIFICATE OF SERVICE**

A true and correct copy of the above and foregoing Resolution was furnished, via U.S. certified mail, return receipt requested, addressed to \_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Diane Clavier City Cle

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into by and between the City of Marathon (the “City”), a Florida municipal corporation, and Seasons, Inc., a Delaware Corporation (“Seasons” or the “Developer”), pursuant to Sections 102.29, 102.30, 102.31 and 102.32 of the Code of Ordinances for the City of Marathon (“City Code”), and the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2018), and is binding on the “Effective Date” set forth herein as binding on the Effective Date set forth therein.

### WITNESSETH:

WHEREAS, Developer is the owner of approximately 2.3 acres of contiguous uplands and 0.98-acres of privately owned submerged lands located in the corporate limits of the City consisting of Parcel ID Number 00327150-000100 more particularly described in the legal description attached hereto as **Exhibit A**, (herein, the “Property”). A copy of the Warranty Deeds are attached hereto as **Exhibit B**;

WHEREAS, the Property, along with contiguous real property parcels was previously owned by HTG Crystal Cove Resort, LLLP, a Florida limited liability limited partnership and subject to the Development Agreement recorded on November 21, 2016 at Book 2826, Page 1950 of the Official Records of Monroe County, Florida. The Property was thereafter conveyed to Crystal Cove Market Site, LLC pursuant to the Special Warranty Deed recorded 12/28/2018 at Book 2942, Page 667 of the Official Records of Monroe County, Florida and subsequently conveyed to the Developer pursuant to the Special Warranty Deed recorded \_\_\_\_\_ at Book \_\_\_\_\_, Page \_\_\_\_\_ of the Official Records of Monroe County, Florida.

WHEREAS, the development of Property, along with contiguous parcels, is currently subject to City Resolution 2019-55 and Conditional Use Development Order #2016-07 Revised, which approved the development of twenty-eight (28) RV Park RV sites, forty-six (46) workforce and affordable housing residential units, and up to 7,700 square feet of commercial area;

WHEREAS, the City approved a Development Agreement (2016 Development Agreement) between the 2016 Applicant and the City pursuant to Resolution 2016-72 to allow the development of twenty-eight (28) RV Park RV sites, forty-six (46) workforce and affordable housing residential units (commonly known as the Residences at Crystal Cove), 7,700 square feet of commercial floor area, including an access road (with utilities) to service the development and operation of the workforce and affordable housing residential units, commercial floor area, and RV Park RV sites;

WHEREAS, in connection with the conveyance of the Property to the Developer thirty-four point four (34.4) Transient Transferable Building Rights, one (1) Market Rate Right, and one thousand six hundred and thirty-three (1,633) square feet of commercial floor area were conveyed to the Developer.;

WHEREAS, the Developer wishes to develop the Property with up to twenty-six (26) transient residential units, eighteen hotel units, one thousand six hundred thirty-three (1,633) square feet of commercial floor area with associated storage area, twenty-eight (28) wet slips, swimming pool(s), a bath house, food truck service, and other accessory uses ; and

WHEREAS, the upland land area on the Property is sufficient under the City Code to accommodate the redevelopment approved in this Agreement;

WHEREAS, the public notice was provided of the parties 'intent to consider entering into this Agreement by advertisement published in a newspaper of general circulation and readership in the City, posting the Property subject to this Agreement, and mailed notice to the persons and entities shown on the most recent Monroe County Tax Roll to be the owners of property lying within 300 feet of the boundaries of the Property subject to this Agreement;

WHEREAS, the City Planning Commission held an advertised public hearing on \_\_\_\_\_, 2020, to consider this Agreement, and recommended \_\_\_\_\_ to the City Council;

WHEREAS, the City Council held an advertised public hearing on \_\_\_\_\_, 2020, to consider this Agreement and the recommendation of the Planning Commission, and to accept and



encourage public input with respect to the proposal of the Developer contained in this Agreement, and has considered the Planning Commission recommendation, staff report, and public input; and

WHEREAS, the City has determined that this Agreement is in the public interest, is consistent with the City's Comprehensive Plan and LDRs, and will further the health, safety and welfare of the residents of the City.

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:

- I. **Recitals.** The foregoing Recitals are a part of this Agreement on which the parties have relied and are incorporated into this Agreement by reference.
  
- II. **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.:

- A. *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.
  
- B. *Building Permit Allocation System or BPAS Allocation* shall refer to those terms defined in Chapter 107, Article 1 of the City Code.
  
- C. *City Code* shall refer to the Code of Ordinances of the City of Marathon in existence on the Effective Date of this Agreement.

D. *Comprehensive Plan* shall refer to the City's Comprehensive Plan, effective July 5, 2005 and updated February 2013 as amended to the submittal date of this Agreement to the City

E. *Development* shall refer to the development of the Property for uses permitted by the Comprehensive Plan and the City Code, subject to the conditions, obligations, restrictions and terms contained in this Agreement.

F. *Dwelling Unit* shall refer to a dwelling unit as defined in Chapter 110, Article 3. - Defined Terms of the City Code: "A single unit providing complete and independent living facilities for one (1) or more persons including permanent provisions for living, sleeping, cooking (meaning a food preparation area larger than a one (1) bin wet bar, that was intended or designed to be used for cooking or the preparation of food and a range, oven or utility connections for such) and sanitation. The term is applicable to both permanent and transient residential development."

G. *Effective Date* shall refer to the date this Agreement becomes effective, as set forth herein.

H. *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 Statutes.

I. *Land Development Regulations (LDRs)* shall mean Appendix A of Part II of the City Code in existence on the Effective Date of this Agreement.

J. *Property* shall refer to one or more of the parcels of real property located in the City that are subject to this Agreement (collectively one development parcel), including additional parcels

that may be acquired and subjected by the Developer to the terms and conditions of this Agreement through a subsequent amendment to this Agreement.

K. *Public Facilities* shall refer to those facilities that are specifically described in Section 163.3221, Florida Statutes, and as set forth in this Agreement.

III. Purpose of the Agreement.

The purpose of this Agreement is to approve the development of up to twenty-six (26) transient residential units, eighteen (18) hotel units, one thousand six hundred thirty-three (1,633) square feet of commercial floor area with associated storage area, twenty-eight (28) wet slips, swimming pool(s), a bath house, food truck service, and other accessory uses.

IV. Terms of Agreement.

A. Legal Description; Ownership and Equitable Interests in the Properties.

Developer is the owner of that portion of the Property referenced by RE Nos. 00327150-000100, also known or described as part of 881 50<sup>th</sup> Street Gulf, Marathon, Florida. The Property is collectively described in the legal description attached as composite **Exhibit A** and incorporated herein.

B. Development Agreement Governing Property. This Agreement modifies the Conditional Use Development Order 2016-07 Revised with regard to the Property and adjacent easement area depicted on the Conceptual Site Plan attached as **Exhibit C**. The Property was previously approved for RV Park RV Sites in accordance with Conditional Use Approval Development Order 2016-07 Revised. The City recognizes that the Conceptual Site Plan includes ingress/egress and utility services to be located within an easement as depicted on the Conceptual Site Plan attached as Exhibit \_\_\_\_\_ located on the adjacent parcel, commonly known as the Residences at Crystal Cove.

C. Form of Ownership of Property. Condominium, cooperative, homeowners association or similar form of ownership of all or a portion of the Property, and the submission of the

Property to the condominium, cooperative, homeowners association or similar form of ownership (and recordation of a corresponding declaration of condominium, homeowners association or similar instrument), or the sale of individual transient residential units or boat slips therein shall not be prohibited or violative of the terms and provisions of this Agreement. The Agreement does not prohibit the conveyance of fee simple title to individual townhome units within the proposed resort condominium property.

D. Duration of Agreement; Renewal.

This Development Agreement shall remain in effect for a period of ten (10) years, commencing on the Effective Date set forth below. This Development Agreement may be renewed or extended as provided herein. The corresponding Conditional Use Permit shall run contemporaneous with and for the same duration as this Development Agreement.

E. Statutory and Code Requirements.

The parties recognize the binding effect of the Florida Local Government Development Agreement Act, Sections 163.3221, *et seq.*, Florida Statutes, and the City Code as to the form and content of this Agreement and in accordance therewith set forth and agree to the terms of this Agreement.

F. Vested Development. Thirty-four point four (34.4) transient residential units, one (1) market rate residential unit, and one thousand six hundred and thirty-three (1,633) square feet of commercial floor area are vested on the Property, which said vested development rights shall not expire.

G. Permitted Uses; Approval of Conceptual Site Plan, including Densities and Intensities.

1. Development Authorized. The residential and commercial development authorized by this Agreement is summarized in the following table and more fully described below:

<b>Development Authorized</b>	<b># of Slips</b>	<b># of Units</b>	<b>Square Feet</b>
Transient Residential Units		26	
Non-residential/commercial floor area			1,633
Wet Slips	28		
Hotel Units		18	

2.

The Applicant is entitled to the thirty-four point four (34.4) transient residential units (TRUs) that currently exist on site. These units are to be used pursuant to the Transfer of Building Rights (TBR's) process established in Chapter 107, Article 2, in accordance with the following table.

<b>Location</b>	<b>Unit Type (Room Factor)</b>	<b>Number</b>	<b>TRU's Calculated</b>
Units 1-18	Three bedroom (0.85)	18	21.2
Units 19-22	Two bedroom (0.90)	4	4.4
Units 23-26	Three bedroom (0.85)	4	4.7
Motel	One bedroom (1.0)	18	18.0
	Total:	44	48.3

Pursuant to Section 107.18.C, Affordable Housing Program Fund, the Applicant may apply any existing transfer fee credits on file with the City at the time of Building Permit issuance.

2. Exempt Dwelling Units under this Agreement. Pursuant to City Code, the thirty-four point four (34.4) transient residential units and one (1) market rate residential unit vested on the Property are exempt from the requirements of the City's Building Permit Allocations System (BPAS) as transient and market rate residential units, respectively and the one thousand six hundred thirty-three (1,633) square feet of vested commercial floor area is exempt from the

requirements of the City's Building Permit Allocations System (BPAS). Any of the aforementioned vested development rights which Developer elects not to develop on the Property are capable of transference pursuant to City Code Section 107.13, *et seq.*

3. Approval of Conceptual Site Plan; Minor Revisions; Final Site Plan. The development authorized by this Agreement is depicted on the Conceptual Site Plan prepared by Weiler Engineering Corporation (the "Conceptual Site Plan"), 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 the Conceptual Site Plan; provided, however, that the Final Site plan submitted for building permits may deviate from the Conceptual Site Plan to accommodate: (1) to refine the development plan made by the Developer, including configuration of structures, roadways, pathways, and swimming pool(s); (2) to change the type and number of residential dwelling units, so long as the maximum density and BPAS entitlements as set forth in this Agreement is not exceeded; (3) changes to the proposed pool, recreation and accessory uses so long as the density and intensity set forth in the Agreement is not exceeded or (4) to accommodate modifications that are necessary to meet regulatory requirements. The Conceptual Site Plan meets all applicable setback, open space, landscape buffer yard, parking and building height requirements established in City Code or otherwise approved by variance and such requirements shall not be varied unless Developer obtains a variance pursuant to applicable provisions of the City Code.

4. Transient Residential Units. The following transient residential development is authorized on the Property, as shown on the Conceptual Site Plan:

a. Twenty-six (26) transient residential units. Provided, however, that the Developer may elect to develop fewer than twenty-six (26) transient residential units on the



Property. The difference between the thirty-four point four (34.4) vested residential dwelling units, and the actual number of residential dwelling units constructed and ultimately certified for occupancy on site, are recognized as vested residential dwelling units and BPAS-exempt dwelling unit allocations attributed to the Property for density and allocation purposes. Vested dwelling units may be developed on site at any time during the effectiveness of this Agreement, or may be transferred off-site in accordance with any existing or subsequently adopted City ordinance authorizing a transfer of dwelling units or dwelling unit allocations. These transfers may also be permitted administratively wherever this is lawful, suitable, and in furtherance of this Agreement.

b. Eighteen (18) Hotel units.

c. Accessory uses including twenty-eight (28) wet slips, swimming pool(s), bath house, detached storage and parking structures appurtenant to designated residential units.

5. Commercial Floor Area Approved Under This Agreement. Developer is permitted to redevelop a total of one thousand six hundred and thirty-three (1,633) square feet of commercial floor area as depicted on the Conceptual Site Plan. Provided, however, that the Developer may elect to develop fewer than one thousand six hundred and thirty-three (1,633) square feet of commercial floor area on the Property. The difference between the one thousand six hundred and thirty-three (1,633) square feet of vested commercial floor area and the commercial actual floor area constructed and ultimately certified for occupancy on site, are recognized as vested commercial floor area and BPAS-exempt allocations attributed to the Property for density and allocation purposes. Vested commercial floor area may be developed on site at any time during the effectiveness of this Agreement, or may be transferred off-site in accordance with any existing or subsequently adopted City ordinance authorizing a transfer of

commercial floor area allocations. These transfers may also be permitted administratively wherever this is lawful, suitable, and in furtherance of this Agreement.

6. Additional Nonresidential Development Authorized by Agreement. The following non-residential development is authorized on the Property, as shown on the Conceptual Site Plan:

- a. Accessory structures supporting the approved commercial floor area.
- b. Food truck service.
- c. Ancillary and accessory facilities and structures (including, but not limited to, garbage and pool/spa equipment).
- d. The Developer will be permitted to construct an “on site” commercial sign along U.S. Highway 1 subject to the Developer’s easement rights.

7. 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 Developer 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.

8. Development Controlled by Agreement, Comprehensive Plan and Code. For the duration of this Agreement, the parties agree that any and all of the approved development shall adhere to, conform to, and be controlled by this Agreement, the exhibits attached hereto and incorporated by reference, the City LDRs and the Comprehensive Plan governing the development of the Property on the effective date of this Agreement. In the event that all or a portion of the existing or authorized development subject to this Agreement should be destroyed by storm, fire,

or other common disaster, the Developer, its grantees, successors, or assigns shall have the absolute right to rebuild or repair the affected structure(s) and reinitiate the prior approved use so long as such development is in compliance with this Agreement. The Developer may, at its discretion, elect to apply subsequently-adopted ordinances in lieu of current regulations with respect to particular aspects of the redevelopment authorized by this Agreement.

9. Applicable Density, Intensity and Building Heights. Density and intensity shall be as provided in this Agreement. 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 the highest existing onsite grade is 7.3 feet NGVD resulting in a maximum building height of 49.3 feet NGVD, except those exceptions provided for in Section 107.41 of the City Code.

H. Additional Development Conditions.

The following additional conditions, terms, restrictions, and other requirements have been determined by the City of Marathon to be necessary for the public health, safety, and welfare of its citizens.

1. Setbacks and Buffers:

a. Buffers. Residential High landscape buffer adjacent to 50th Street pursuant to an alternative landscape plan administratively approved on \_\_\_\_\_.

b. Setbacks. Setbacks shall be as follows:

(1) The City acknowledges that there is no undisturbed or unaltered shoreline on the Property. Pursuant to an administrative variance granted under the City Code the Shoreline: fifteen (15) feet.

(2) Front: ten (10) feet.

- (3) Side: ten (10) feet.
- (4) Rear: ten (10) feet.
- (5) Between on-site structures: Internal setbacks shall not be required other than as determined by the City's Fire Marshall.

2. Variances. The parties acknowledge that it may be necessary for the Developer to seek additional variances in order to develop the housing in the location depicted on the Conceptual Site Plan. Nothing in this Agreement shall be deemed to discourage or prohibit such a variance.

3. Utilities, Lighting and Signage. Utilities, lighting, and signage shall comply with all applicable requirements of the City Code, including the waterfront lighting criteria in the City Code. However, as referenced, the Developer will be permitted an "on-site" sign along US 1 identifying and benefitting the development.

4. Landscaping. The Developer shall utilize the best practices of landscaping throughout the development.

5. Internal Infrastructure. The roads, landscaping, and other internal Developer-provided infrastructure serving residential dwelling units shall be completed before a certificate of occupancy may be issued for the dwelling unit(s) served.

6. Fire Safety. The Developer shall provide such fire walls for the fee simple transient residential units and other fire protection facilities for commercial square footage and hotel transient residential units as required by the Life Safety Code administered by the City Fire Department.

7. Open Space Ratio. Pursuant to Section 106.16 of the City Code, the Developer shall maintain a minimum twenty percent (20%) open space ratio on the Property.

8. Stormwater Management. The development shall comply with the stormwater management criteria in City Code, Chapter 107, Article 11, and shall meet all applicable federal, state, and regional stormwater management requirements.

9. Additional Conditions by Mutual Consent. Nothing in this Agreement shall preclude the parties from applying additional conditions by mutual agreement during final site plan review or permitting.

I. Public facilities; Concurrency, Impact Fees. The following identifies the public facilities that are 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.

1. Potable Water. Domestic potable water is provided by the Florida Keys Aqueduct Authority.

2. Electric Service. Electric service is provided by Florida Keys Electric Cooperative.

3. Solid Waste. Solid waste service is provided by Marathon Garbage Service or its successors and assigns, as determined by the City Council.

4. Fire Service. Fire service is provided by the Marathon Fire Department

5. Wastewater. Wastewater mains collection and treatment is provided by the City of Marathon.

6. Recreational Facilities. The Property includes recreational facilities for residents and guests, including swimming and boating opportunities. Therefore, redevelopment of the Property will have no impact on public recreation facilities.

7. 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.

8. Impact Fees. Impact fee credits of \_\_\_\_\_ square feet shall be attributed to the development previously on site. The Developer shall be responsible for 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 Developer of any applicable utility system development fees.

J. All Local Development Permits Approved or Needed.

1. Development Approvals. The following is a list of all development permits approved or needed to be approved for the development of the Property as specified and requested in this Agreement:

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

b. Site Plan. If required by the City, 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.

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



d. Development Agreement. This Development Agreement.

K. 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.

L. Reservations or Dedications of Land for Public Purposes.

There is no reservation or dedication of land for public purposes contemplated by this Agreement.

M. Mutual Cooperation. The City and the Developer agree to cooperate fully with and assist each other in the performance of the provisions of this Agreement.

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

The development described in and authorized by this Agreement shall be developed in accordance with all required permits, and in accordance with all applicable provisions of the City's Comprehensive Plan and City Code in effect on the date of execution of this Agreement. No certificate of occupancy for an individual building shall be issued until all plans for that building are approved by the City and the Developer has complied with all conditions in permits issued by the City and other regulatory entities for that building.

O. Compliance With Permits, Terms, Conditions, and Restrictions Not Identified Herein. The

failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

P. Governing Laws.

1. 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.

2. State or 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 construed to waive or abrogate any rights that may vest pursuant to common or statutory law.

Q. Amendment, Renewal, and Termination. This Agreement may be amended, renewed, or terminated as follows:

1. 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.

2. 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 within 300 feet of the Property 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.

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

4. 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.

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

R. Breach of Agreement and Cure Provisions.

1. Written Notice on the Developer. If the City concludes that there has been a material breach in this Agreement by the Developer, prior to revoking this Agreement, the City shall serve written notice on the Developer identifying the term or condition the City contends has been materially breached and providing the Developer with ninety (90) days from the date of receipt of the notice to cure the breach or negotiate an amendment to this Agreement. Each of the following events, unless caused by fire, storm, flood, other Act of God, or events beyond the control of the Developer, shall be considered a material breach of this Agreement: (1) failure to comply with the provisions of this Agreement; and (2) failure to comply with terms and conditions

of permits issued by the City or other regulatory entity for the development authorized by this Agreement.

2. Written Notice on the City. If the Developer concludes that there has been a material breach in the terms and conditions of this Agreement by the City, the Developer shall serve written notice on the City identifying the term or condition the Developer contends has been materially breached and providing the City with 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: failure to comply with the provisions of this Agreement; failure to timely process any application for site plan approval or other development approval required to be issued by the City for the development/redevelopment authorized by this Agreement.

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

4. Waiver of Breach. If either party waives a material breach in this Agreement, such a waiver shall not be deemed a waiver of any subsequent breach.

S. 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 addressees identified below, and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid; or (c) by deposit with an overnight express delivery service

with a signed receipt required. Notice shall be effective upon receipt. The addresses and telephone numbers of the parties are as follows:

To the Developer:

\_\_\_\_\_

With a copy by regular U.S. Mail to:

\_\_\_\_\_

TO THE CITY:

Chuck Lindsey, City Manager  
City of Marathon  
10045-65 Overseas Highway  
Marathon, Florida 33050  
Telephone: (305) 743-0033

T. 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.

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

V. 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.

W. 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.

X. 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.

Y. Litigation; Attorney's Fees; Venue; Waiver of Right to Jury Trial. As between the City and the Developer, in the event of any litigation arising out of this Agreement, 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 attorneys' 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.

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

AA. 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.

BB. 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.



CC. 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 in 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.

DD. Recording; Effective Date. The Developer shall record this Agreement in the public records of Monroe County, Florida, within fourteen (14) days after the date of this Agreement. A copy of the recorded Agreement showing the date, page and book where recorded shall be submitted to the Florida Department of Economic Opportunity (DEO) by hand delivery, registered or certified United States mail, or by a delivery service that provides a signed receipt showing the date of delivery, within fourteen (14) days after the Agreement is recorded. The Developer 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 recorded in the public records of Monroe County, Florida, and received by the State Land Planning Agency.

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

FF. Redevelopment Timelines. Any redevelopment timelines related to the Property (described in Exhibit A) as provided for in any prior conditional use approval or the like are hereby terminated and are of no further form and effect.



IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year below written. Signed, sealed, and delivered in the presence of:

Seasons, Inc.  
a Florida corporation

By \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by [Name of Signatory] as representative for Seasons, Inc., a Florida corporation, who is personally known to me or who has produced [Type of Identification] as identification.

[Signature of Notary Public]  
[Name of person taking acknowledgement]

Commission No. \_\_\_\_\_  
Commission Expiration \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, 2019, the City Council of the City of Marathon approved this Agreement by Resolution No. \_\_\_\_\_.

CITY OF MARATHON

By \_\_\_\_\_,  
\_\_\_\_\_, MAYOR

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

APPROVED AS TO FORM AND LEGAL

SUFFICIENCY:

\_\_\_\_\_  
David Migut, City Attorney

**EXHIBIT A**

**Legal Description**

**EXHIBIT B**

**Warranty Deeds**

**EXHIBIT C**  
**Conceptual Site Plan**