

COUNCIL AGENDA STATEMENT



**Meeting Date:** June 9, 2020  
**To:** Honorable Mayor and City Councilmembers  
**From:** George Garrett, Planning Director  
**Through:** Chuck Lindsey, City Manager

**Agenda Item:** **Resolution 2020-17**, Confirmation Of A City Council Approval As Disseminated In Resolutions 2018-116 & 117, Of A Request By GEM Homes LLC For A Conditional Use Permit And A Development Agreement, Pursuant To Chapter 102, Articles 8 And 13 Of The City Of Marathon Land Development Regulations (“The Code”) Entitled “Development Agreement” And “Conditional Use Permits” Respectively,” With Proposed Densities Of Approximately 15 Affordable Housing Units Per Acre; Located At 250 Gulf Terrace; Which Is Legally Described As Part Of Lot 2 & Lots 8, 9 & Part Of Lots 7 & 10 Schmitt Subdivision, Section 2, Township 66, Range 32, Key Vaccas, Marathon, Monroe County, Florida; Having Real Estate Numbers 00101340-000000 And 00101340-000200 (As Stated In The Resolution), Nearest Mile Marker 51.

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**APPLICANT/ OWNER:** GEM Homes LLC

**AGENT:** Donald L. Craig AICP, Richard McChesney, The Spotswood Law Firm

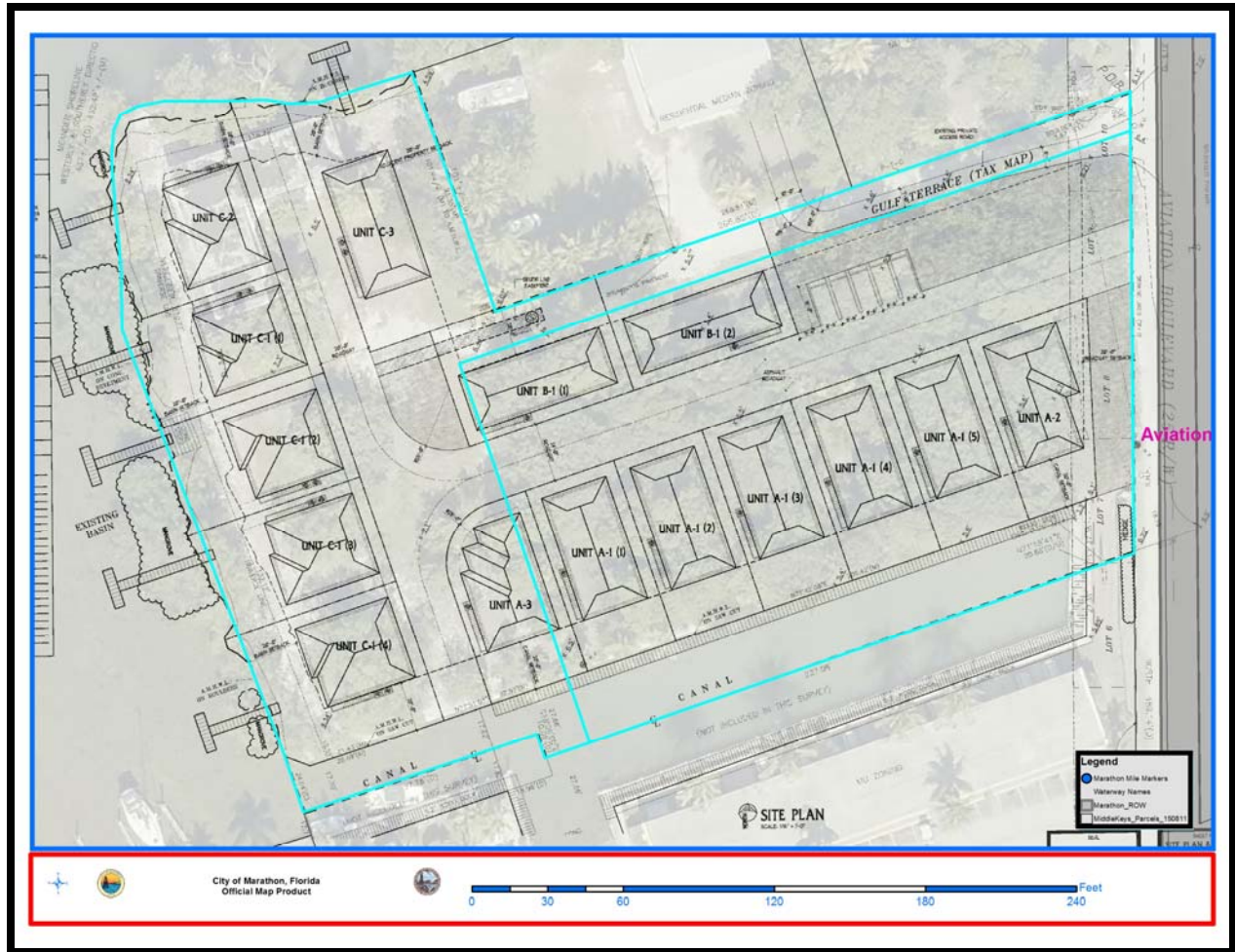
**LOCATION:** The project site consists of 2 parcels. The parcels are located at 250 Gulf Terrace nearest mile marker 51. See Figure 1.

**Figure 1 - Project Site**



**REQUEST:** A Conditional Use Approval and Development Agreement for redevelopment of the subject property having the real estate number 00101340-000000 and 00101340-000200, to include nine (9) Affordable Residential Units and six (6) Market Rate Units. See the approved site plan, Figure 2.

**Figure 2  
Proposed Redevelopment Site Plan**



**BACKGROUND:**

On the 16<sup>th</sup> day of April, 2018 the City of Marathon Planning Commission (the “Commission”) again conducted a properly advertised public hearing (the “Public Hearings”) regarding the request submitted by the Applicant, for a Development Agreement pursuant to Chapter 102, Article 8 of the LDRs. On the 13<sup>th</sup> day of November, 2018, after a delay from the October 9<sup>th</sup> meeting, and again on the 11<sup>th</sup> day of December, 2018, the City Council (the “Council”) conducted additional public hearings at a properly advertised public hearings (the “Public Hearings”) regarding the request submitted by the Applicant, for a Development Agreement pursuant to Chapter 102, Article 8 of the LDRs.

The Development Agreement was not signed by the Applicant at the time of approval, though Resolution

2018-117 affirming it was. That fact was just recognized recently. This hearing is intended simply to affirm the original approval and to consolidate the timing and duration of the Development Agreement and the Conditional Use Permit as approved through Resolution 2018-116.

**RECOMMENDATION:**

Recommendation of approval.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE REQUEST FOR A DEVELOPMENT AGREEMENT, FOR GEM HOMES LLC, PURSUANT TO CHAPTER 102, ARTICLE 8 OF THE CITY OF MARATHON LAND DEVELOPMENT REGULATIONS (“THE CODE”) ENTITLED “DEVELOPMENT AGREEMENT” WITH PROPOSED DENSITIES OF APPROXIMATELY 15 AFFORDABLE HOUSING UNITS PER ACRE; LOCATED AT 250 GULF TERRACE; WHICH IS LEGALLY DESCRIBED AS PART OF LOT 2 & LOTS 8, 9 & PART OF LOTS 7 & 10, SCHMITT SUBDIVISION, SECTION 2, TOWNSHIP 66, RANGE 32, KEY VACCAS, MARATHON, MONROE COUNTY, FLORIDA; HAVING REAL ESTATE NUMBERS 00101340-000000 AND 00101340-000200, NEAREST MILE MARKER 51; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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

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

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



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

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

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

**WHEREAS**, the City held an additional Public Hearing on June 9, 2020 to affirm the original approval, as not all relevant approval documents had been signed in 2018, and to consolidate the timing and duration of the Conditional Use Permit, approved as Resolution 2018-116, and the Development Agreement; and

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

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

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

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

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

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

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

Conditional use Permit and Development Agreement, rescinds Resolution 2018-117, and consolidates the timing and duration of the Conditional Use Permit, approved as Resolution 2018-116, and the Development Agreement attached hereto.

**Section 4.** 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 9<sup>th</sup> day of June, 2020.

**THE CITY OF MARATHON, FLORIDA**

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**Steve Cook, Mayor**

AYES:

NOES:

ABSENT:

ABSTAIN:

**ATTEST:**

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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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City Attorney

**EXHIBIT A  
DEVELOPMENT AGREEMENT**

**This instrument was prepared by:**

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

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

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

*(Space reserved for recording)*

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**DEVELOPMENT AGREEMENT FOR  
GEM Homes, LLC**

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

**WITNESSETH:**

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

**WHEREAS**, the Property is currently undeveloped and vacant; and

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

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

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

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

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

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

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

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

**WHEREAS**, the City held an additional Public Hearing on March 10, 2020 to affirm the original approval, as not all relevant approval documents had been signed in 2018, and to



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

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

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

- A. RECITALS.** The recitals set forth above are incorporated herein and form a material part of this Agreement.
  
- B. DEFINITIONS.** For the purposes of this Agreement, the following terms shall have the following meanings. Terms not defined in this Agreement shall be as defined in the City Code, in Chapter 163, Florida Statutes, or, if not defined in the Code or Statute, shall be understood by their usual and customary meaning.
  - 1. **“Affordable Housing”** shall refer to those terms defined in Chapter 107, Article 3 of the City Code.
  - 2. **“Agreement”** shall refer to this Development Agreement, as the same may be subsequently amended, modified or supplemented pursuant to its terms and provisions and pursuant to the provisions of Sections 163.3220-163.3243, inclusive, Florida Statutes.
  - 3. **“Building Permit Allocation System” or “BPASS Allocation”** shall refer to those terms defined in Chapter 107, Article 1 of the City Code.
  - 4. **“City Code”** shall refer to the Code of Ordinances of the City of Marathon in existence on the Effective Date of this Agreement.
  - 5. **“Comprehensive Plan”** shall refer to the City’s Comprehensive Plan, effective July 5, 2005, as amended to the submittal date of this Agreement to the City.
  - 6. **“Dwelling Unit”** shall refer to a dwelling unit as defined in Chapter 110, Article 3.-Definded Terms of the City Code.
  - 7. **“Effective Date”** shall refer to the date this Agreement becomes effective, as set forth in the Agreement.

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

### **C. TERMS OF AGREEMENT.**

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

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

This Agreement shall remain in effect for an initial period of seven (7) years, commencing on the Effective Date set forth below. The Conditional Use Permit as approved through Resolution 208-116, shall run concurrently and with the same duration as the Development Agreement approved herein. This Agreement may be renewed or extended as provided herein.

#### **3. Existing Development**

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

#### **4. Plan Approval, including Densities and Intensities**

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

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

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

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

- b. Building Height.** The Height of any new structure associated with the redevelopment of the Property shall not exceed 42 feet, except as provided by City Code, as amended. For purposes of determination of grade of the Property, grade for all structures shall be identified as the crown of the road on Aviation Boulevard

at the entrance to the Property, except those exceptions provided for in Section 107.41 of the City Code.

**c. Site Plan.** The development of nine (9) affordable/workforce dwelling units and six (6) market rate dwelling units, as depicted on the Conceptual Site Plan, is approved by this Agreement.

**d. Structures.** The development depicted on the Conceptual Site Plan, and listed below, is approved by this Agreement. Exhibit D, incorporated by reference herein, depicts the building schematics for the dwelling units. The list of structures to be provided on the Property includes but is not limited to the following:

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

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

**f. Affordable/Workforce Dwelling Units Deed Restrictions and BPAS Allocations.**

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

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

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

- a. Potable Water.** Domestic potable water is provided by the Florida Keys Aqueduct Authority.
- b. Electric Service.** Electric service is provided by Florida Keys Electric Cooperative.
- c. Solid Waste.** Solid waste service is provided by Marathon Garbage Service or its successors and assigns, as determined by the City Council.
- d. Fire Service.** Fire service is provided by the Marathon Fire Department.



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

f. **Public Recreational facilities.** Public recreational facilities shall be addressed through impact fees, if any.

g. **Concurrency.** All public facilities identified above are available as of the date of this Agreement, and capacity for each is projected to be available concurrent with the impacts of development.

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

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

**7. All Local Development Permits Approved or Needed.**

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

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

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

applicable City Code requirements.

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

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

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

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

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

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

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

**9. Development to Comply with Permits and City Comprehensive Plan and Code Provisions.** The development described in and authorized by this Agreement shall be constructed in accordance with all specified permit conditions, and in accordance with all applicable provisions of the City's Comprehensive Plan and City Code, as applicable. No certificate of occupancy for

an individual building shall be issued until the City has assured itself that, subsequent to approved plans; the Owner has complied with all condition in the permits issued by the City and other regulatory entities for that building.

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

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

**12. Governing Laws.**

**a. Controlling Regulations.** For the duration of this Agreement, all approved development on the Property shall comply with and be controlled by this Agreement and by the provisions of the Comprehensive Plan and City Code, as applicable. The parties do not anticipate the application of subsequently adopted laws and policies to the Property except as expressly provided in this Agreement.

**b. State and Federal Laws.** If State or federal laws enacted after the effective date of this Agreement preclude any party’s compliance with the terms of this Agreement, this Agreement shall be modified as is necessary to comply with the relevant State or federal laws. However, this Agreement shall not be constructed to waive or abrogate any rights that may best pursuant to common or statutory law.

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

**a. Amendments.** As provided in Section 163.3237, Florida Statutes, this Agreement may be amended by mutual consent of the parties to this Agreement or by their successors in interest;

an instrument in writing signed by the parties or their successors shall accomplish an amendment under this provision.

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

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

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

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

#### **14. Breach of Agreement and Cure Provisions.**

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

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

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

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

**15. Notices.** All notices, demands, requests, or replies provided for or permitted by this Agreement, including notification of a change of address, shall be in writing to the addresses identified below, and may be delivered by any one of the following methods: (a) personal delivery; (b) deposit with the United States Postal Service as certified or registered mail, return receipt



requested, postage prepaid; or (c) deposit with an overnight express delivery service with a signed receipt required. Notice shall be effective upon receipt. The address and telephone numbers of the parties are as follows:

**TO THE OWNER:**

GEM Homes LLC  
9240 SW and 2<sup>nd</sup> Street Suite 100  
Miami, Florida 33173  
Telephone (305) 343-0587

**With a copy by regular US Mail to:**

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

**TO THE CITY:**

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

**With a copy by regular US Mail to:**

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

**16. Enforcement.** In accordance with Section 163.3243, Florida Statutes, any party to this Agreement, any aggrieved or adversely affected person as defined in Section 163.3215(2), Florida Statutes, or the state land planning agency may file an action for injunctive relief in the circuit court of Monroe County, Florida, to enforce the terms of this Agreement or to challenge the compliance of this Agreement with the provisions of Sections 163.3220-163.3243, Florida Statutes.

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

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

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

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

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

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

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

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

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

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

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

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

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

GEM Homes LLC  
A Florida Limited Liability Company

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

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

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ as \_\_\_\_\_ of GEM Homes LLC, a Florida Limited Liability Company who is personally known to me or who produced \_\_\_\_\_ as identification, and who did/did not take an oath.

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

CITY OF MARATHON

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
MAYOR STEVEN COOK

ATTEST:

\_\_\_\_\_  
DIANE CLAVIER, CITY CLERK

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

\_\_\_\_\_  
CITY ATTORNEY

**EXHIBITS To GEM Homes LLC Development Agreement**

**EXHIBIT A: SURVEY AND LEGAL DESCRIPTION OF PROPERTY**

**EXHIBIT B: WARRANTY DEED**

**EXHIBIT C: SITE PLAN**

**EXHIBIT D: ELEVATIONS AND FLOOR PLANS**

**EXHIBIT A**

**SURVEY AND LEGAL DESCRIPTION OF PROPERTY**

**EXHIBIT B**  
**WARRANTY DEED**



**EXHIBIT C**

**SITE PLAN**

**EXHIBIT D**

**ELEVATIONS AND FLOOR PLANS**

## AVIGATION EASEMENT

This indenture, made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, between \_\_\_\_\_ (hereinafter "GRANTOR"), and Monroe County, a political subdivision of the State of Florida (hereinafter "GRANTEE"), provides that:

A The GRANTOR for and in consideration of fulfillment of a condition of project approval, does hereby grant to the GRANTEE, its successors and assigns, a perpetual and assignable easement in and over that certain parcel of real property more particularly identified and described in Exhibits "A" and "B" attached hereto and made a part hereof (said parcel hereinafter referred to as PARCEL), and a right-of-way for the free and unrestricted passage and flight of aircraft of the class, size and category as is now or hereinafter may be operationally compatible with the Florida Keys Marathon International Airport, in, through, across and about the airspace above an imaginary plane, as such plane is defined by Part 77 of the Federal Aviation Regulations, over said PARCEL, as described below (hereinafter "Airspace").

B. The Airspace for avigation easement purposes above said PARCEL consists of all of the air space above the imaginary plane that is described by Part 77 of the Federal Aviation Regulations.

C. The aforesaid easement and right-of-way described in Paragraphs A and B includes but is not limited to:

1. For the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons or aircraft, of the class, size and category as is now or hereinafter may be operationally compatible with the Florida Keys Marathon International Airport, in, through, across or about any portion of the Airspace hereinabove described; and
2. The easement and right to cause or create, or permit or allow to be caused or created within the Airspace, such noise, dust, turbulence, vibration, illumination, air currents, fumes, exhaust, smoke and all other effects as may be inherent in the proper operation of aircraft, now known or hereafter used for navigation of or flight in air; and
3. The continuing and perpetual right to clear and keep clear the Airspace of any portions of buildings, structures, or improvements of any and all kinds, and of trees, vegetation, or other objects, including the right to remove or demolish those portions of such buildings, structures, improvements, trees or any other objects which extend into said Airspace and the right to cut to the ground level and remove any trees which extend into the Airspace; and
4. The right to mark and light, or cause or require to be marked or lighted, as obstructions to air navigation, any and all buildings, structures, or other improvements, and trees or other objects

now upon, or that in the future may be upon, said PARCEL, and which extend into the Airspace;  
and

5. The right of ingress to, passage within, and egress from said PARCEL, solely for the above stated purposes.

D. GRANTOR, on behalf of itself, its successors and assigns hereby covenants with the GRANTEE, Monroe County, as follows :

I. GRANTOR, its successors and assigns, will not construct, install, permit or allow any building, structure, improvement, tree, or other object on said PARCEL, to extend into the Airspace, or to constitute an obstruction to air navigation, or to obstruct or interfere with the use of the easement and right-of-way herein granted ; and

2. GRANTOR, its successors and assigns, will not hereafter use or permit the use of said PARCEL in such a manner as to create electrical or electronic interference with radio communication or radar operation between any installation upon the Florida Keys Marathon International Airport and any aircraft.

E. The easement and right-of-way herein granted shall be deemed both appurtenant to and for the direct benefit of that real property which now or hereinafter constitutes the Florida Keys Marathon International Airport, and shall further be deemed in gross , being conveyed to the GRANTEE for the benefit of the GRANTEE, and any and all members of the general public who may use said easement or right-of-way, taking off from, landing upon, or operating such aircraft in or about the Florida Keys Marathon International Airport, or in otherwise flying through said Airspace.

F. This grant of avigation easement shall not operate to deprive the GRANTOR, its successors or assigns, of any rights that it may otherwise have from time to time against any individual or private operator for negligent or unlawful operation of aircraft.

G. It is understood and agreed that these covenants and agreements run with the land and shall be binding upon the heirs , representatives, administrators, executives, successors, and assigns of the GRANTOR, and that for the purposes of this instrument, the PARCEL shall be the servient easement and the Florida Keys Marathon International Airport shall be the dominant tenement.

H. The avigation easement, covenants and agreements described herein shall continue in effect until the Florida Keys Marathon International Airport shall be abandoned or shall cease to be used for public airport purpose, at which time it shall terminate .

IN WITNESS WHEREOF, the parties have caused this easement agreement to be executed by their respective officer or representative thereunto duly authorized the day and year first written above.

(SEAL)  
ATTEST: AMY HEAVILIN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By \_\_\_\_\_  
Clerk

By \_\_\_\_\_  
Mayor/Chairperson

GRANTOR

\_\_\_\_\_

State of FLORIDA  
County of Monroe

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_  
20\_\_\_ by - - - - - who **D** is personally known to me or **D** who  
produced a \_\_\_\_\_ as identification, regarding the attached instrument  
described as AN Avigation Easement and to whose signature(s) this notarization applies.

SEAL

\_\_\_\_\_  
notary public signature

\_\_\_\_\_  
notary public printed name





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

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

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

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



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

TAX/PARCEL ID: 00101340-000000

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

**NOW, THEREFORE**, the parties hereto agree as follows:

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

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

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



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

Prepared by and return to:  
Thomas D. Wright  
Attorney at Law  
Law Offices of Thomas D. Wright Chartered  
9711 Overseas Highway  
Marathon, FL 33050  
305-743-8118  
File Number: 16-075  
Will Call No.:

03/30/2016 3:40PM  
DEED DOC STAMP CL: MA \$4,855.00

Doc# 2069574  
Bk# 2789 Pg# 179

[Space Above This Line For Recording Data]

## Warranty Deed

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

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

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

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

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

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

DoubleTime

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

Parcel Identification Number: 00101340-000000 & 00101340-000200

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

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

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

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

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

Signed, sealed and delivered in our presence:

Kathryn K Hunt  
Witness Name: KATHRYN K HUNT

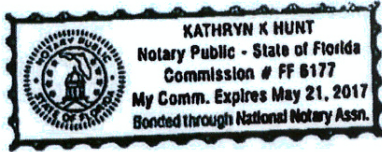
Susan M. Torley  
Witness Name: Susan M. Torley

Theodore Dominic  
Theodore Dominic, Individually and as Trustee

State of Florida  
County of Monroe

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

[Notary Seal]



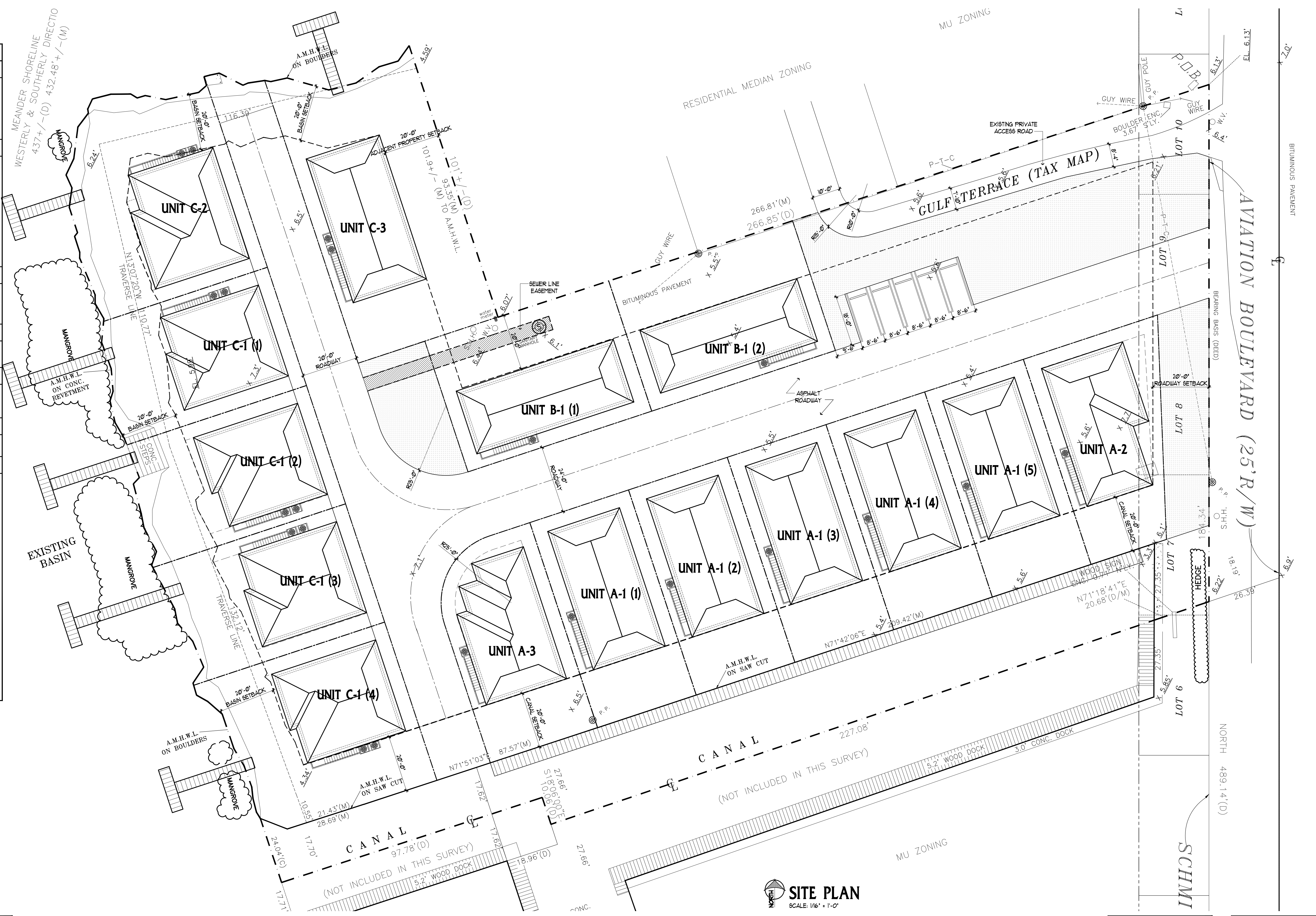
Kathryn K Hunt  
Notary Public

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

My Commission Expires: \_\_\_\_\_



TERRACE RESIDENCES INFORMATION			
<b>TEAM</b>			
OWNER:	GEM HOMES, LLC		
ARCHITECT:	CALIL ARCHITECTS		
PLANNING:	SPOTTSWOOD, SPOTTSWOOD AND SPOTTSWOOD		
CIVIL ENGINEER:	PEREZ ENGINEERING AND DEVELOPMENT		
LANDSCAPE:	MITCHEL PLANNING AND DESIGN		
TRAFFIC ENGINEER/TRAFFIC:	SPOTTSWOOD, SPOTTSWOOD AND SPOTTSWOOD		
LEGAL:	SPOTTSWOOD, SPOTTSWOOD AND SPOTTSWOOD		
<b>DENSITY AND LAND USE DATA</b>			
SITE SIZE:	11,114 SQFT (1.65 ACRES)		
RESIDENTIAL UNITS PROPOSED:	22 UNITS		
ALLOWED DENSITY:	6 MARKET UNITS/ACRE		
DENSITY:	6 UNITS/ACRE FOR MARKET RATE UNITS ON ONE (1) ACRE AND 16 UNITS ON 0.65 ACRES AS PER SECTION 107.26 OF THE CITY ORDINANCES FOR AFFORDABLE HOUSING BONUS AND INCENTIVE MIXED USE		
ZONING DISTRICT:	MIXED USE COMMERCIAL		
COMPREHENSIVE PLAN DESIGNATION:	MIXED USE AND MEDIUM DENSITY RESIDENTIAL		
ADJACENT ZONING:	MIXED USE AND MEDIUM DENSITY RESIDENTIAL		
<b>UNIT MIX</b>			
MARKET RATE:	SIX (6) UNITS		
AFFORDABLE AT 100% AMI:			
AFFORDABLE AT 80% AMI:			
<b>FLOOR AREA RATIO</b>			
NOT APPLICABLE			
<b>PARKING AND SOLID WASTE COLLECTION</b>			
ALL PARKING OF TWO SPACES PER UNIT WILL TAKE PLACE BENEATH THE INDIVIDUAL RESIDENCES			
<b>FLOOD ZONE</b>			
AE-0			
<b>UNIT SIZES</b>			
UNIT TYPE	NET LOT AREA	LOT COVERAGE (INCL. STAIRS)	A/C AREA
A-1 (1)	2,856 SQFT	1,326 SQFT	1,025 SQFT
A-1 (2)	2,856 SQFT	1,326 SQFT	1,025 SQFT
A-1 (3)	2,856 SQFT	1,326 SQFT	1,025 SQFT
A-1 (4)	2,856 SQFT	1,326 SQFT	1,025 SQFT
A-1 (5)	2,856 SQFT	1,326 SQFT	1,025 SQFT
A-2	4,391 SQFT	1,369 SQFT	1,078 SQFT
A-3	2,961 SQFT	1,313 SQFT	1,096 SQFT
B-1 (1)	3,361 SQFT	1,306 SQFT	1,027 SQFT
B-1 (2)	3,361 SQFT	1,306 SQFT	1,027 SQFT
C-1 (1)	2,930 SQFT	1,257 SQFT	2,200 SQFT
C-1 (2)	3,020 SQFT	1,257 SQFT	2,200 SQFT
C-1 (3)	3,078 SQFT	1,257 SQFT	2,200 SQFT
C-1 (4)	3,884 SQFT	1,257 SQFT	2,200 SQFT
C-2	4,182 SQFT	1,365 SQFT	2,412 SQFT
C-3	5,216 SQFT	1,418 SQFT	2,391 SQFT



**SITE PLAN**  
SCALE: 1/16" = 1'-0"

REVISIONS	BY	REVISIONS	BY

**CALIL ARCHITECTS**  
1728 CORAL WAY, SUITE-702 MIAMI, FLORIDA 33145  
AA 26001949 PHONE: (305) 860-9600 FAX: (305) 860-9602  
EDUARDO A. CALIL, ARCHITECT LICENSE No. AR 00093283  
WWW.CALILARCHITECTS.COM

PROPOSED SITE PLAN FOR:  
**LUIS ALONSO - TERRACE RESIDENCES**  
PROJECT TITLE  
PROJECT LOCATION: MARATHON KEY MARATHON KEY FL 33050

**NOTICE:**  
GENERAL CONTRACTOR:  
FOR CONSTRUCTION, IT IS YOUR RESPONSIBILITY TO WORK TOGETHER WITH THE ARCHITECTURAL & ENGINEERING DRAWINGS. IF ANY DISCREPANCIES APPEAR, CALL THE ARCHITECTS & THE ENGINEERS OF RECORD BEFORE CONTINUING ANY WORK.

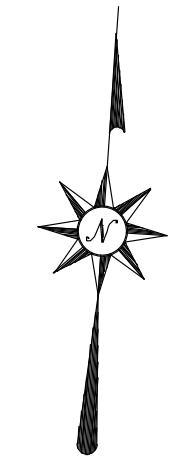
SHEET No. A-1.01	
DRAWN	E.A.C. Jr.
CHECKED	E.A.C. Sr.
DATE	AUG 19 2016
SCALE	5/8" = 1'-0"
JOB No.	2016-006

In my professional judgement and to the best of my knowledge and belief, these plans and specifications comply with applicable Building Codes. This document and the information it contains is the exclusive property of CALIL ARCHITECTS and may not be reproduced or used for other purposes other than the specific project for which it was prepared without the explicit consent of CALIL ARCHITECTS.

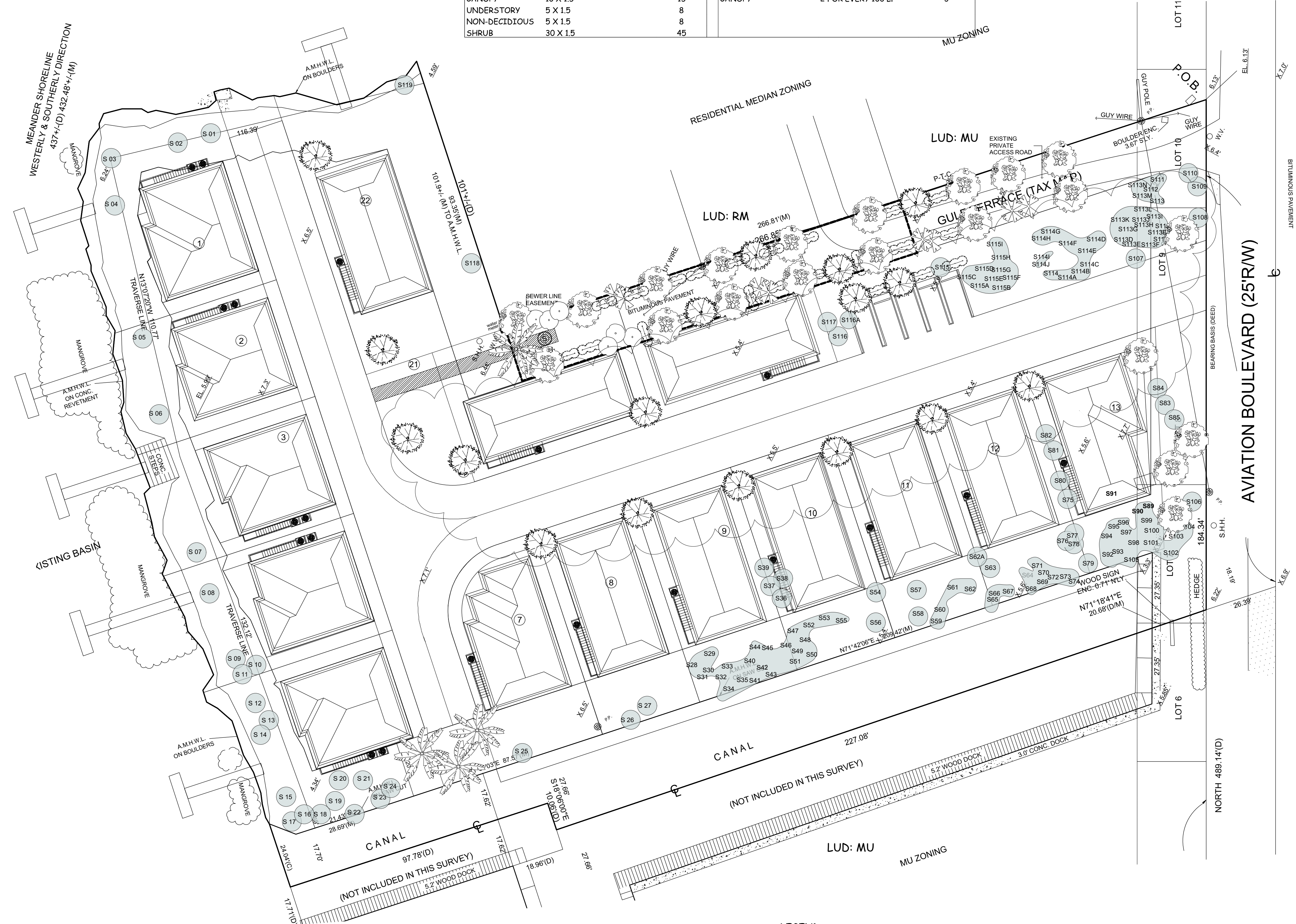


SHEET INDEX

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



MARATHON CITY CODE: LANDSCAPE REQUIREMENTS			
SECTION 107.65: SITE INTERIOR LANDSCAPE		SECTION 107.66 PARKING AREA	
STANDARD: 25% OF DEVELOPED AREA COMPLIANCE VARIES PER PARCEL. 25% MINIMUM PROVIDED		STANDARD NOT APPLICABLE	
SECTION 107.70: LANDSCAPE BUFFER		SECTION 107.701: STREETSCAPE TREATMENT	
TYPE: RH	LINEAR FEET: 150	STREETSCAPE: CITY ROW AVIATION BLVD	
WIDTH: 10 TO 20'	WAIVER REQUESTED DUE TO EASEMENT	WIDTH: 10'	LINEAR FEET: 134'
TYPE	STANDARD	REQUIRED	REQUIRED
CANOPY	10 X 1.5	15	3
UNDERSTORY	5 X 1.5	8	
NON-DECIDUOUS	5 X 1.5	8	
SHRUB	30 X 1.5	45	



**LEGEND:**

PLANT NUMBER SEE PP-03	EXISTING NATIVE TO REMAIN	CANOPY TREE	UNDERSTORY TREE	DECIDUOUS TREE SMALL (PALM)	DECIDUOUS TREE LARGE (PALM)	ACCENT/UNDERSTORY TREE	NATIVE SHRUB HEDGE	NATIVE SHRUB
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CITY OF MARATHON CODE: LANDSCAPE COMPLIANCE				
SECTION 107.65: SITE INTERIOR LANDSCAPE		SECTION 107.66 PARKING AREA		
REQUIRED %	AVAILABLE LS AREA:	NOT REQUIRED		
0.25 BUILDABLE AREA	(UPLAND - BUILDABLE)	PARKING LOCATED BENEATH RESIDENCES - TWO PER LOT		
<b>PARCEL ANALYSIS</b>				
PARCEL	UPLAND AREA	BUILDABLE AREA	0.25 BA REQ'D	AVAILABLE AREA
LOT 1	3,562 +/-	1,196 SF +/-	299 SF	2,366 SF
LOT 2	2,391 +/-	1,041 SF +/-	260 SF	1,350 SF
LOT 3	2,555 +/-	1,166 SF +/-	291 SF	1,289 SF
LOT 4	2,654 +/-	1,234 SF +/-	308 SF	1,420 SF
LOT 5	2,587 +/-	1,091 SF +/-	273 SF	1,496 SF
LOT 6	3,374 +/-	1,156 SF +/-	289 SF	2,218 SF
LOT 7	2,561 +/-	1,183 SF +/-	296 SF	1,378 SF
LOT 8	2,484 +/-	1,137 SF +/-	285 SF	1,349 SF
LOT 9	2,484 +/-	1,137 SF +/-	285 SF	1,349 SF
LOT 10	2,484 +/-	1,137 SF +/-	285 SF	1,349 SF
LOT 11	2,484 +/-	1,137 SF +/-	285 SF	1,349 SF
LOT 12	2,484 +/-	1,137 SF +/-	285 SF	1,349 SF
LOT 13	3,710 +/-	1,334 SF +/-	284 SF	2,376 SF
LOT 14	3,624 +/-	1,124 SF +/-	281 SF	2,500 SF W/EASEMENT
LOT 15	2,336 +/-	1,022 SF +/-	255 SF	1,314 SF W/EASEMENT
LOT 16	2,336 +/-	1,026 SF +/-	256 SF	1,310 SF W/EASEMENT
LOT 17	2,336 +/-	1,030 SF +/-	257 SF	1,306 SF W/EASEMENT
LOT 18	2,336 +/-	1,034 SF +/-	258 SF	1,302 SF W/EASEMENT
LOT 19	2,336 +/-	1,038 SF +/-	259 SF	1,298 SF W/EASEMENT
LOT 20	1,850 +/-	1,017 SF +/-	254 SF	833 SF W/EASEMENT
LOT 21	2,431 +/-	1,017 SF +/-	254 SF	1,414 SF W/EASEMENT
LOT 22	3,525 +/-	1,104 SF +/-	276 SF	2,421 SF

SECTION 107.70: LANDSCAPE BUFFER						
TYPE	EXISTING NATIVE	EXISTING NON-NATIVE	PROPOSED * NATIVE	PROPOSED * NON-NATIVE	TOTAL	REQUIRED
CANOPY	0	0	15	0	15	15
UNDERSTORY	0	0	10	0	10	10
NON-DECIDUOUS	0	0	9	0	9	8
SHRUB	0	0	57	0	57	45

SECTION 107.701: STREETSCAPE TREATMENT - Aviation Blvd						
TYPE	EXISTING NATIVE	EXISTING NON-NATIVE	PROPOSED * NATIVE	PROPOSED * NON-NATIVE	TOTAL	REQUIRED
CANOPY	4	0	0	0	4	3
UNDERSTORY	N/R	N/R	N/R	N/R	N/R	N/R
ACCENT	N/R	N/R	N/R	N/R	N/R	N/R

UNDERSTORY TREES & NON-DECIDUOUS TREES		
COMMON NAME	Botanical Name	Status
JAMAICAN CAPER	Capparis cynophallophora	Native
PITCH APPLE	Clusia rosea	Native
SIMPSON STOPPER	Myrcianthes fragrans	Native
THATCH PALM	Thrinax radiata	Native
SWEET ACACIA	Acacia farnesiana	Native

SHRUBS		
COMMON NAME	Botanical Name	Status
SILVER BUTTWOOD	Conocarpus erectus sericeus	Native
COCOPALM	Chrysobalanus icaco 'Redtip'	Native
COCOPALM (dwarf)	Chrysobalanus icaco 'Horizon'	Native
NATAL PLUM	Carissa macrocarpa	Native -flower
FIRE BUSH (dwarf)	Hamelia patens (glabra)	Native -flower
SAW PALMETTO	Serenoa repens	Serenoa repens
GOLDEN DEWDROP	Duranta repens	Native -flower
COCOPALM (dwarf)	Chrysobalanus icaco (dwarf)	Non-native
NECKLACE POD	Sophora tomentosa	Native -flower
WILD LIME	Zanthoxylum fagara	Native -flower
BAY CEDAR	Suriana maritima	Native
LOCUSTBERRY	Brysonima lucida	Native
SEA LAVENDER	Tournefortia gnaphalodes	Native

CANOPY TREES		
COMMON NAME	Botanical Name	Status
GUMBO LIMBO	Bursera simaruba	Native
PIGEON PLUM	Coccoloba diversifolia	Native
SILVER BUTTWOOD	Conocarpus erectus serv.	Native
WILD TAMARIND	Lysiloma laatisiliqua	Native
JAMAICAN DOGWOOD	Piscidia piscipula	Native

CANOPY PALMS		
COMMON NAME	Botanical Name	Status
SENEGAL DATE	Phoenix reclinata	Non-native
ROYAL PALM	Roystonea elata	Native
SABAL PALM	Sabal Palmetto	Native

MASTER PLAN

SCALE: 1"=20'

**MARATHON HOUSING**  
AVIATION BLVD.  
MARATHON, FLORIDA

**Mitchell Planning & Design, Inc.**  
15450 SE 103rd Place Road  
Ocklawaha, Florida 32179  
352.288.0401/305.509.0966  
mitchellplanningdesign@gmail.com

Revisions:

01.23.17	Lots 8 to 19 per Density Reduction

Date:	08.15.16
Scale:	As Noted
File:	16-AL-001
Drawn:	BM
Sheet:	

PP 01







**EXHIBITS TO Gem Homes LLC DEVELOPMENT AGREEMENT**

**EXHIBIT A: SURVEY AND LEGAL DESCRIPTION OF PROPERTY**

**EXHIBIT B: WARRANTY DEED**

**EXHIBIT C: SITE PLAN**

**EXHIBIT D: ELEVATIONS AND FLOOR PLANS**

**EXHIBIT A**  
**SURVEY AND LEGAL DESCRIPTION OF PROPERTY**

**EXHIBIT B**  
**WARRANTY DEED**



**EXHIBIT C**  
**SITE PLAN**

**EXHIBIT D**  
**ELEVATIONS AND FLOOR PLANS**



# LUIS ALONSO - TERRACE RESIDENCES

MARATHON KEY  
MARATHON KEY, FL

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### CIVIL PLANS

SHEET	DESCRIPTION
C-1	CIVIL PLAN, CALCULATIONS, & DETAILS



CLIENT  
GEM HOMES LLC

ARCHITECT  
CALIL ARCHITECTS  
1728 CORAL WAY, SUITE 702  
MIAMI, FL 33145  
(305) 860-9600

PLANNING  
SPOTTSWOOD, SPOTTSWOOD AND  
SPOTTSWOOD

CIVIL ENGINEER  
PEREZ ENGINEERING AND  
DEVELOPMENT

LANDSCAPE ARCHITECT  
MITCHELL PLANNING AND DESIGN

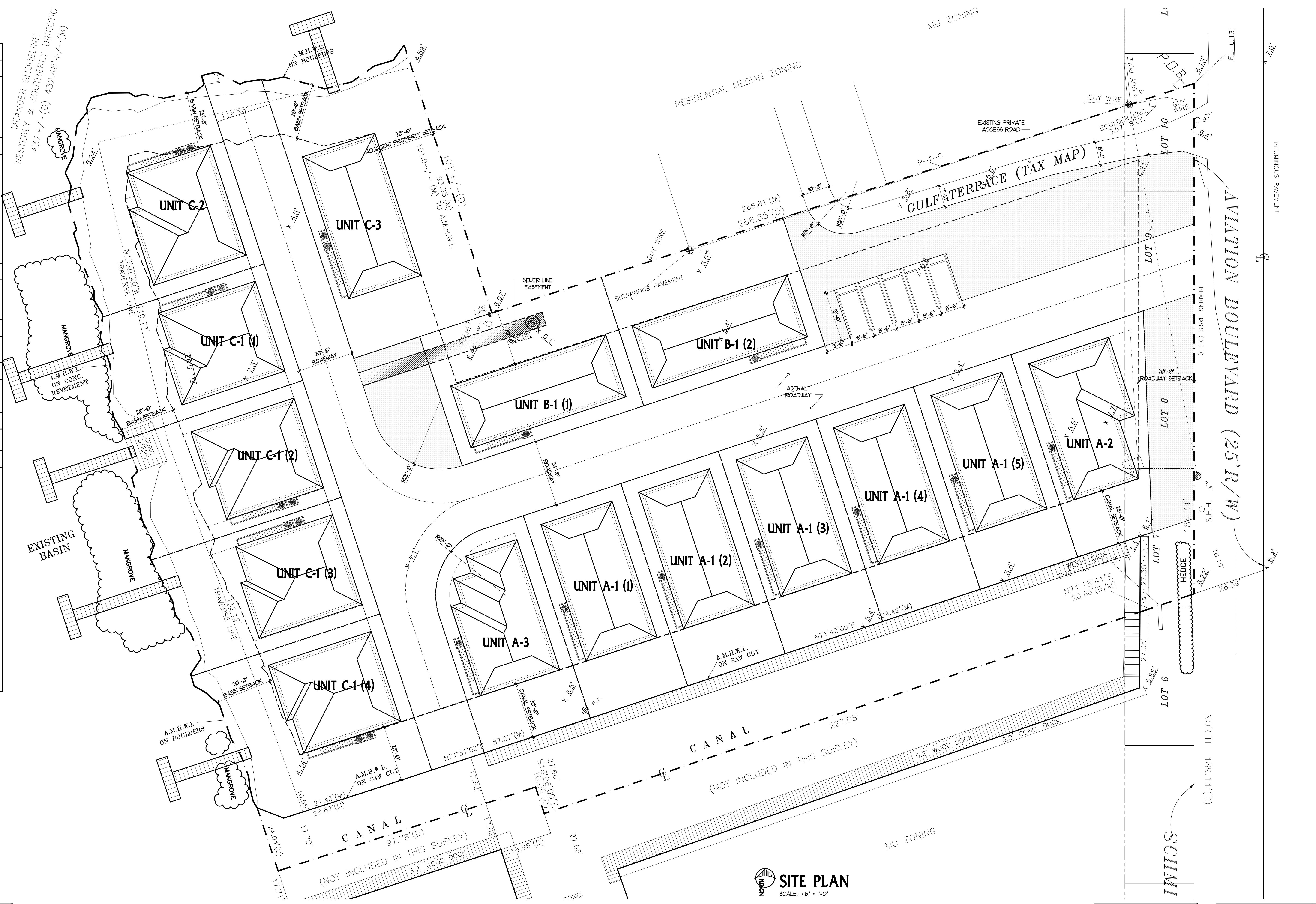
TRAFFIC ENGINEER  
TRAFFTECH

LEGAL  
SPOTTSWOOD, SPOTTSWOOD AND  
SPOTTSWOOD

**CALIL**  
ARCHITECTS  
AA 26001949 1728 CORAL WAY, SUITE-702 MIAMI, FLORIDA 33145  
PHONE: (305) 860-9600 FAX: (305) 860-9602



TERRACE RESIDENCES INFORMATION			
<b>TEAM</b>			
OWNER:	GEM HOMES, LLC		
ARCHITECT:	CALIL ARCHITECTS		
PLANNING:	SPOTTSWOOD, SPOTTSWOOD AND SPOTTSWOOD		
CIVIL ENGINEER:	PEREZ ENGINEERING AND DEVELOPMENT		
LANDSCAPE:	MITCHEL PLANNING AND DESIGN		
TRAFFIC ENGINEER/TRAFFIC:	SPOTTSWOOD, SPOTTSWOOD AND SPOTTSWOOD		
LEGAL:	SPOTTSWOOD, SPOTTSWOOD AND SPOTTSWOOD		
<b>DENSITY AND LAND USE DATA</b>			
SITE SIZE:	11,114 SQFT (1.65 ACRES)		
RESIDENTIAL UNITS PROPOSED:	22 UNITS		
ALLOWED DENSITY:	15 AFFORDABLE UNITS/ACRE		
DENSITY:	6 UNITS/ACRE FOR MARKET RATE UNITS ON ONE (1) ACRE AND 16 UNITS ON 0.65 ACRES AS PER SECTION 107.26 OF THE CITY ORDINANCES FOR AFFORDABLE HOUSING BONUS AND INCENTIVE MIXED USE		
ZONING DISTRICT:	MIXED USE COMMERCIAL		
COMPREHENSIVE PLAN DESIGNATION:	MIXED USE AND MEDIUM DENSITY RESIDENTIAL		
ADJACENT ZONING:	MIXED USE AND MEDIUM DENSITY RESIDENTIAL		
<b>UNIT MIX</b>			
MARKET RATE:	SIX (6) UNITS		
AFFORDABLE AT 100% AMI:			
AFFORDABLE AT 80% AMI:			
<b>FLOOR AREA RATIO</b>			
NOT APPLICABLE			
<b>PARKING AND SOLID WASTE COLLECTION</b>			
ALL PARKING OF TWO SPACES PER UNIT WILL TAKE PLACE BENEATH THE INDIVIDUAL RESIDENCES			
<b>FLOOD ZONE</b>			
AE-8			
<b>UNIT SIZES</b>			
UNIT TYPE	NET LOT AREA	LOT COVERAGE (INCL. STAIRS)	A/C AREA
A-1 (1)	2,856 SQFT	1,326 SQFT	1,025 SQFT
A-1 (2)	2,856 SQFT	1,326 SQFT	1,025 SQFT
A-1 (3)	2,856 SQFT	1,326 SQFT	1,025 SQFT
A-1 (4)	2,856 SQFT	1,326 SQFT	1,025 SQFT
A-1 (5)	2,856 SQFT	1,326 SQFT	1,025 SQFT
A-2	4,391 SQFT	1,369 SQFT	1,078 SQFT
A-3	2,961 SQFT	1,313 SQFT	1,096 SQFT
B-1 (1)	3,361 SQFT	1,306 SQFT	1,027 SQFT
B-1 (2)	3,361 SQFT	1,306 SQFT	1,027 SQFT
C-1 (1)	2,930 SQFT	1,257 SQFT	2,200 SQFT
C-1 (2)	3,020 SQFT	1,257 SQFT	2,200 SQFT
C-1 (3)	3,078 SQFT	1,257 SQFT	2,200 SQFT
C-1 (4)	3,884 SQFT	1,257 SQFT	2,200 SQFT
C-2	4,182 SQFT	1,365 SQFT	2,412 SQFT
C-3	5,216 SQFT	1,418 SQFT	2,391 SQFT



**SITE PLAN**  
SCALE: 1/16" = 1'-0"

REVISIONS	BY	REVISIONS	BY

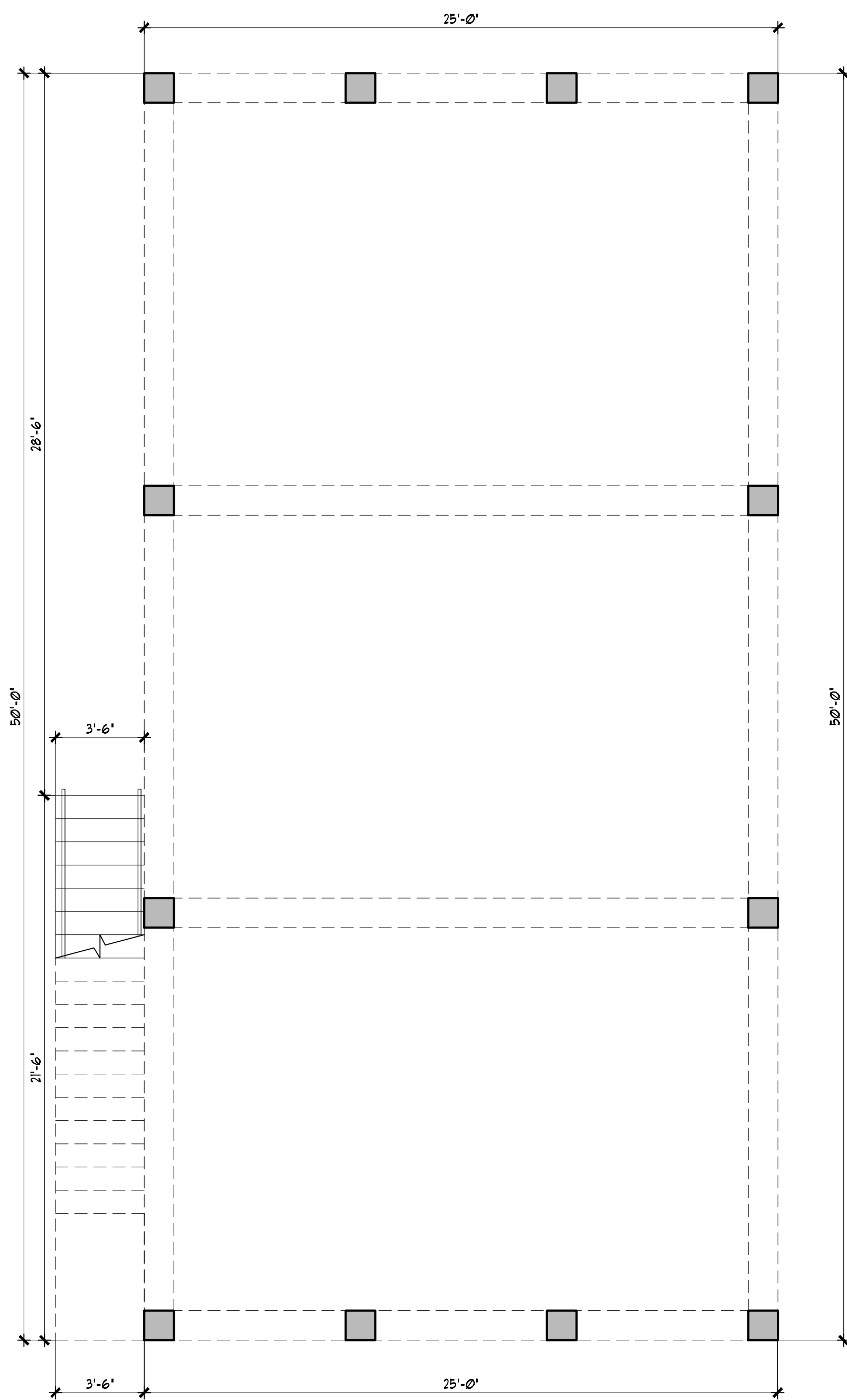
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1728 CORAL WAY, SUITE-702 MIAMI, FLORIDA 33145  
AA 26001949 PHONE: (305) 860-9600 FAX: (305) 860-9602  
EDUARDO A. CALIL, ARCHITECT LICENSE No. AR 00093283  
WWW.CALILARCHITECTS.COM

PROPOSED SITE PLAN FOR:  
**LUIS ALONSO - TERRACE RESIDENCES**  
PROJECT TITLE  
PROJECT LOCATION: MARATHON KEY MARATHON KEY FL 33050

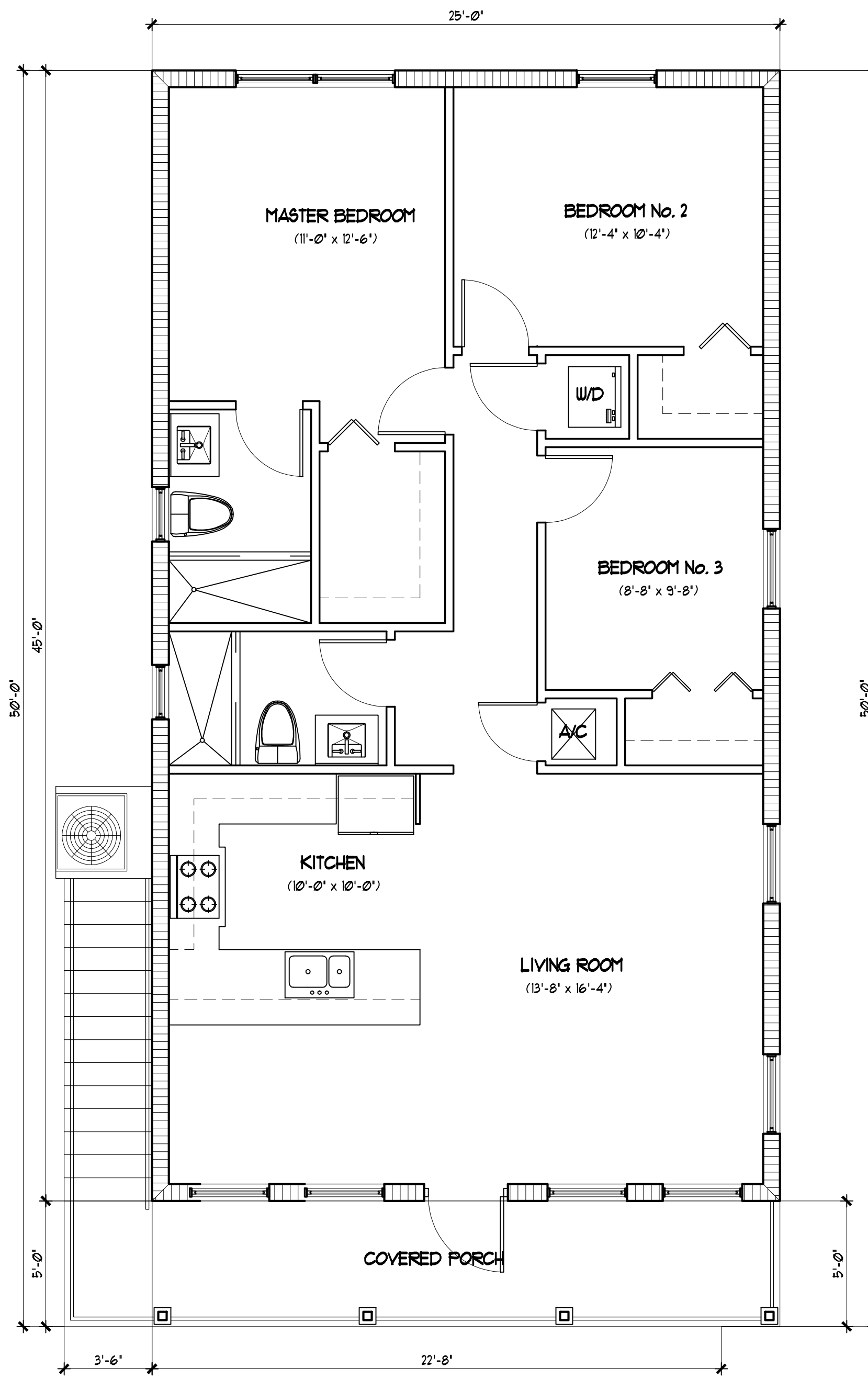
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SHEET No. SITE PLAN & ZONING INFORMATION A-1.01	
DRAWN	E.A.C. Jr.
CHECKED	E.A.C. Sr.
DATE	AUG 19 2016
SCALE	5/8" = 1'-0"
JOB No.	2016-006

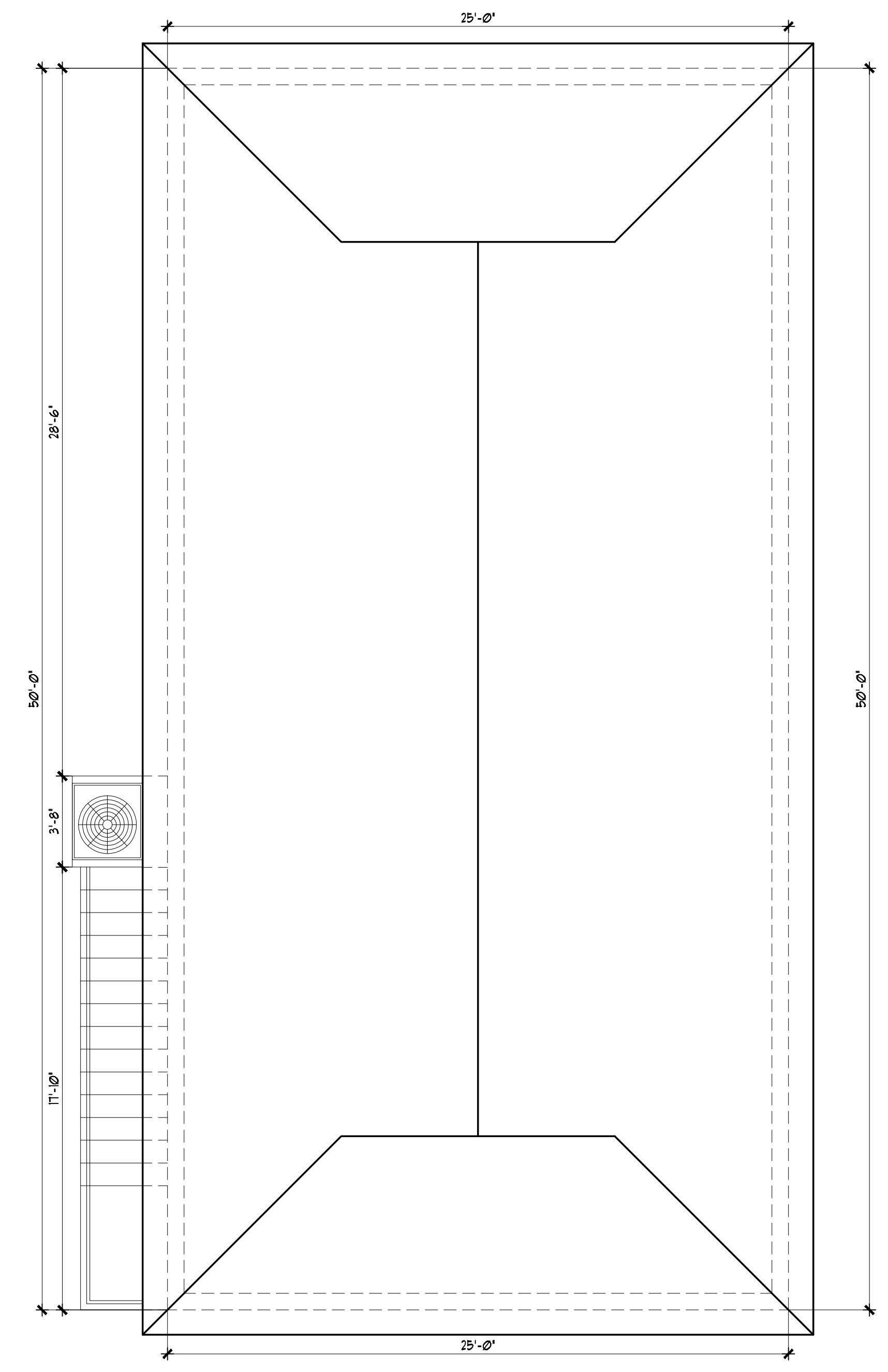
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**GROUND FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

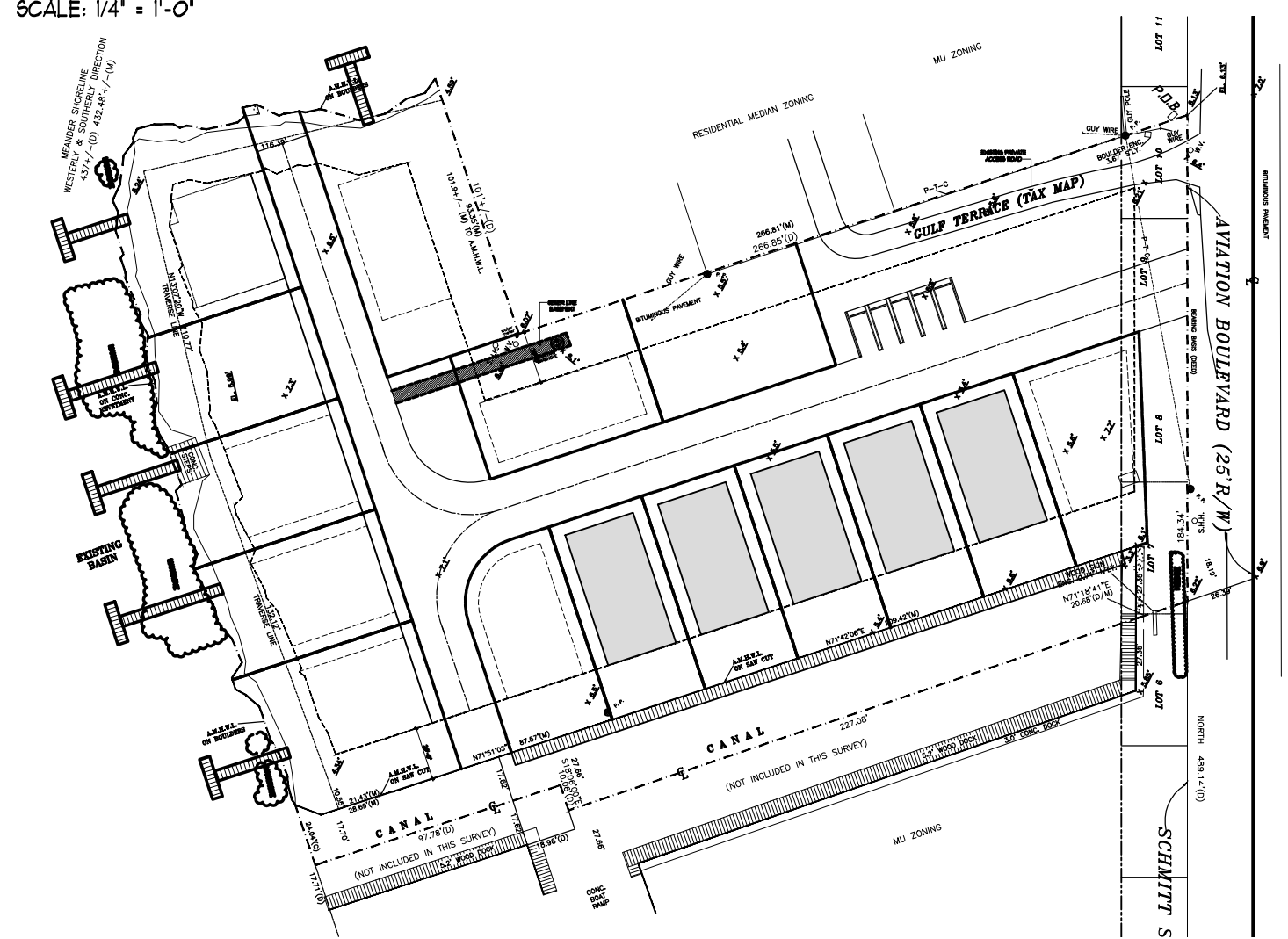


**FIRST FLOOR PLAN**  
SCALE: 1/4" = 1'-0"



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

**KEY PLAN - UNIT A-1**  
SCALE: 1/16" = 1'-0"



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 EDUARDO A. CALIL, ARCHITECT LICENSE No. AR 0009383  
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PROPOSED SITE PLAN FOR:  
**LUIS ALONSO - TERRACE RESIDENCES**

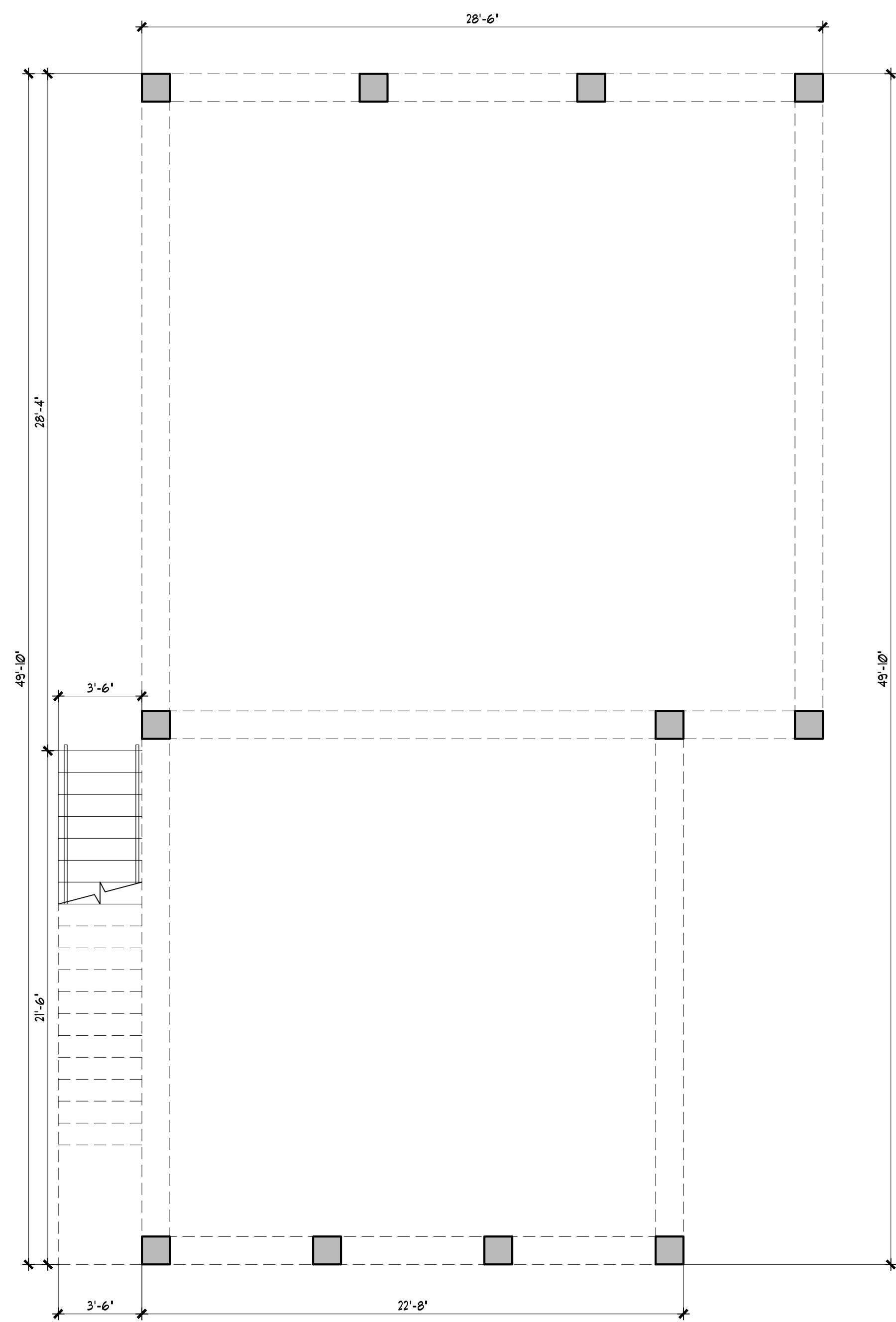
PROJECT LOCATION  
 MARATHON KEY  
 MARATHON KEY FL 33050

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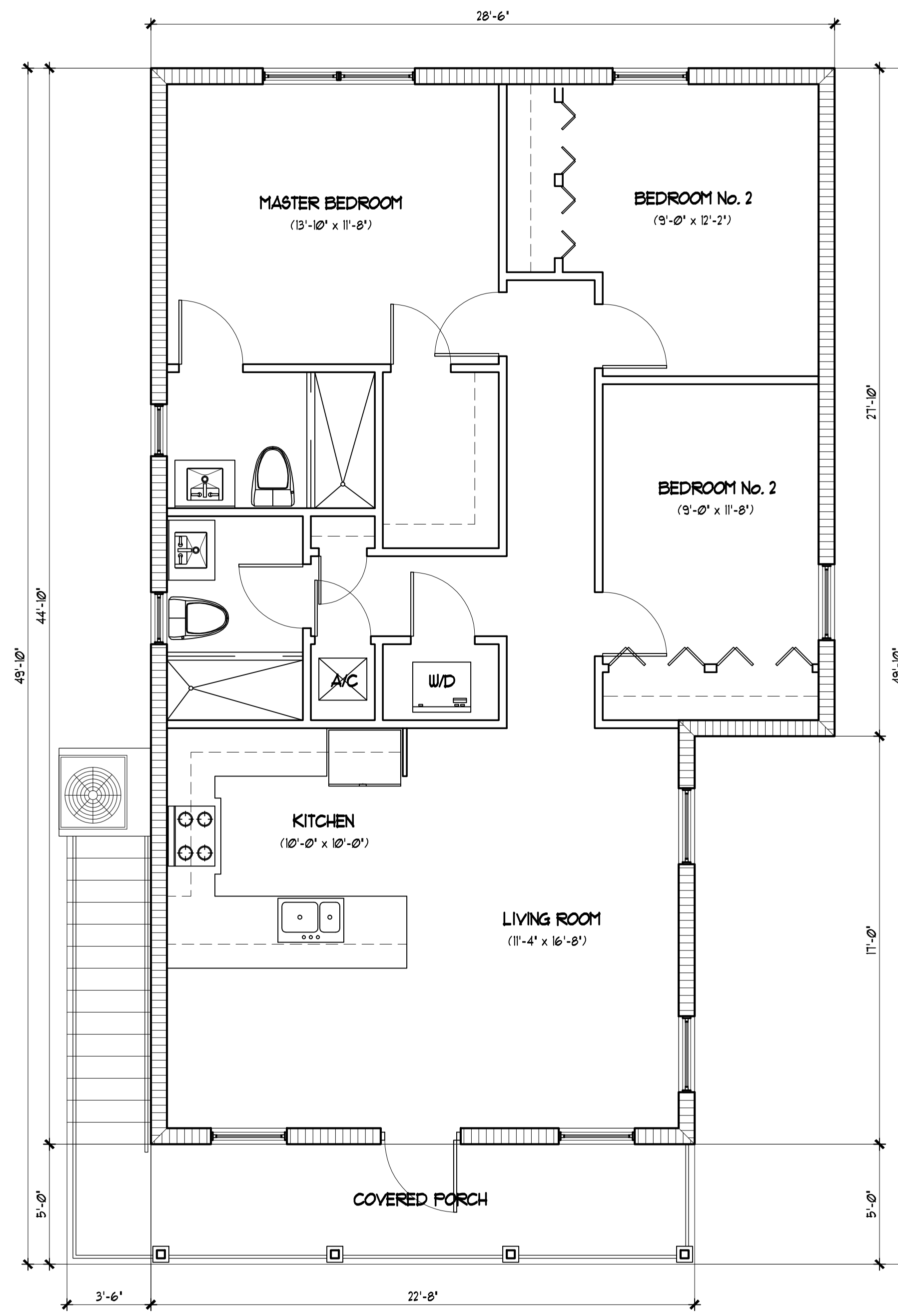
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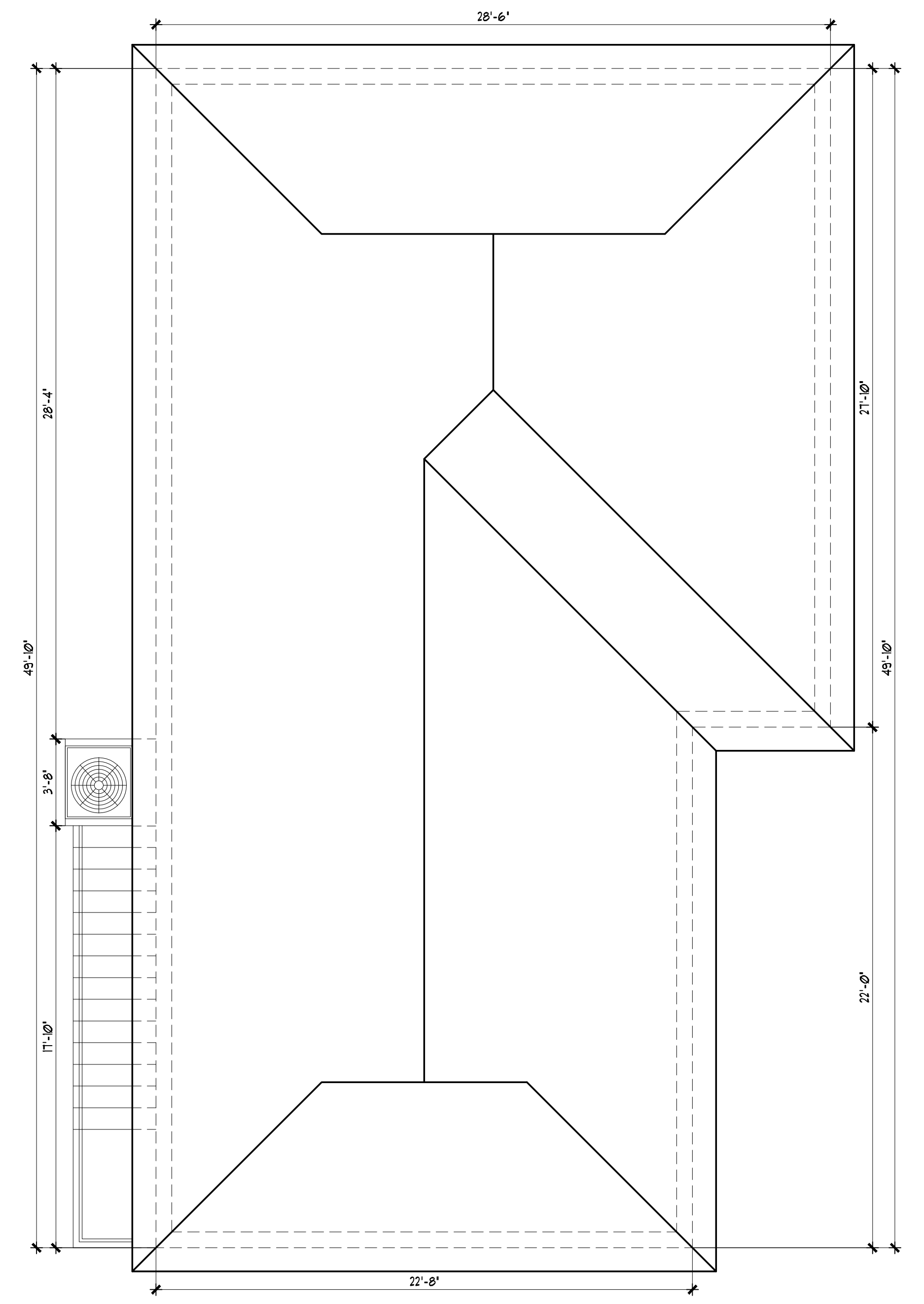
SHEET No.  
**FLOOR PLANS**  
**A-2.01**  
 DRAIN E.A.C. Jr.  
 CHECKED E.A.C. Sr.  
 DATE AUG 19 2016  
 SCALE 5/16" = 1'-0"  
 JOB No. 2016-006



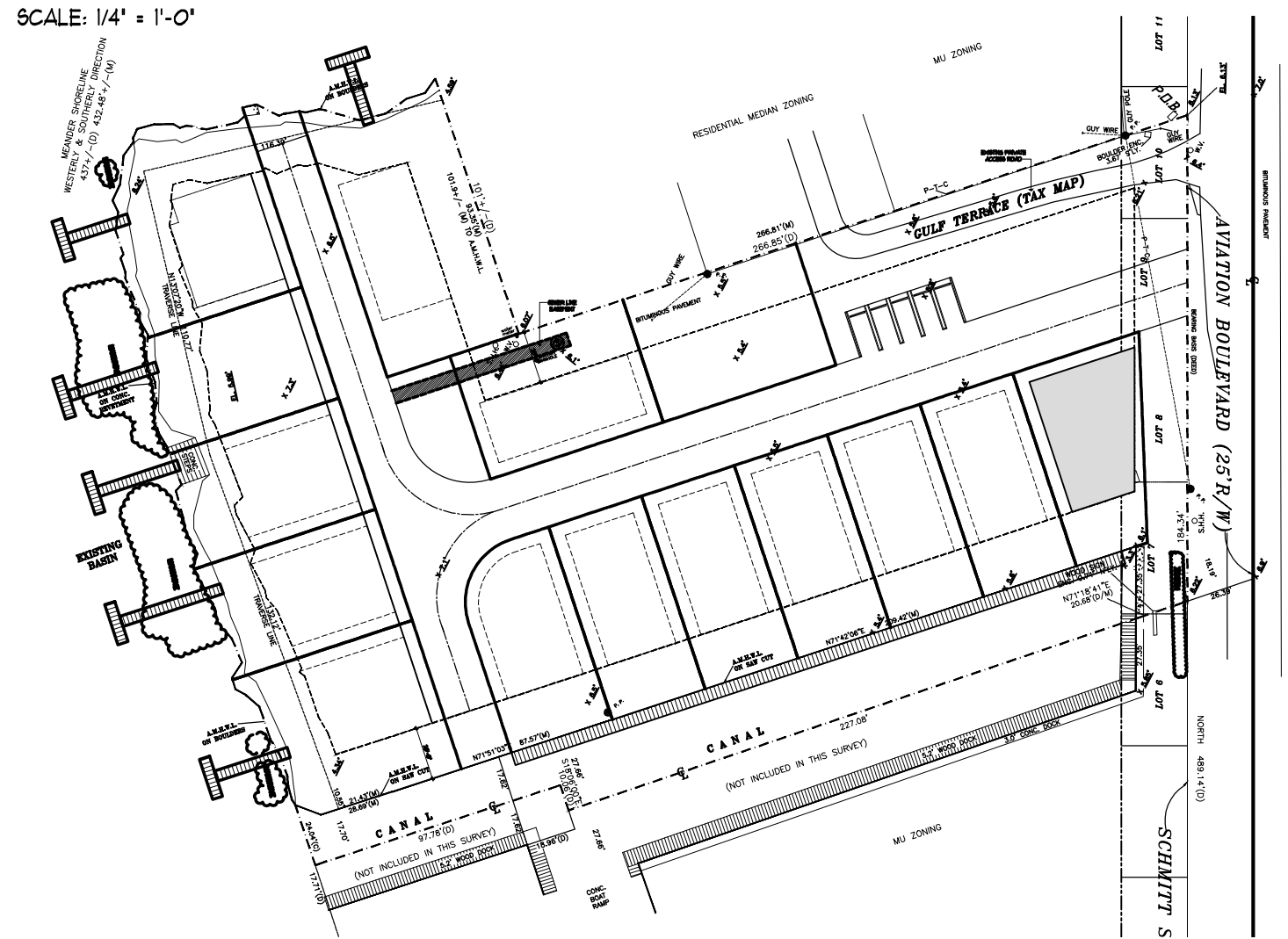
**GROUND FLOOR PLAN**  
SCALE: 1/4" = 1'-0"



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



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



**KEY PLAN - UNIT A-2**  
SCALE: 1/64" = 1'-0"

REVISIONS	BY	REVISIONS	BY

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 AA 26001949 PHONE: (305) 860-9600 FAX: (305) 860-9602  
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PROPOSED SITE PLAN FOR:  
**LUIS ALONSO - TERRACE RESIDENCES**

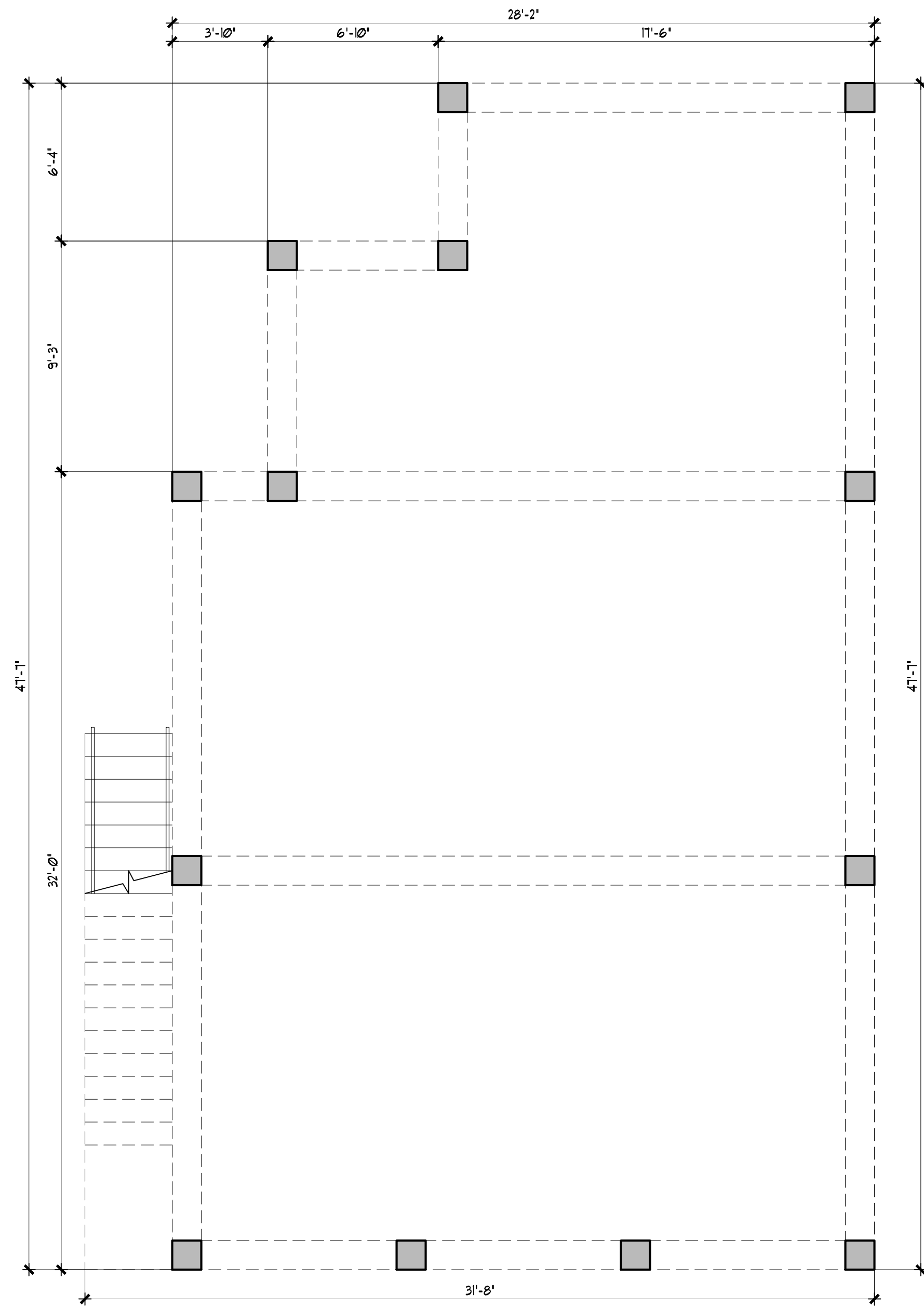
PROJECT LOCATION  
 MARATHON KEY  
 MARATHON KEY FL 33050

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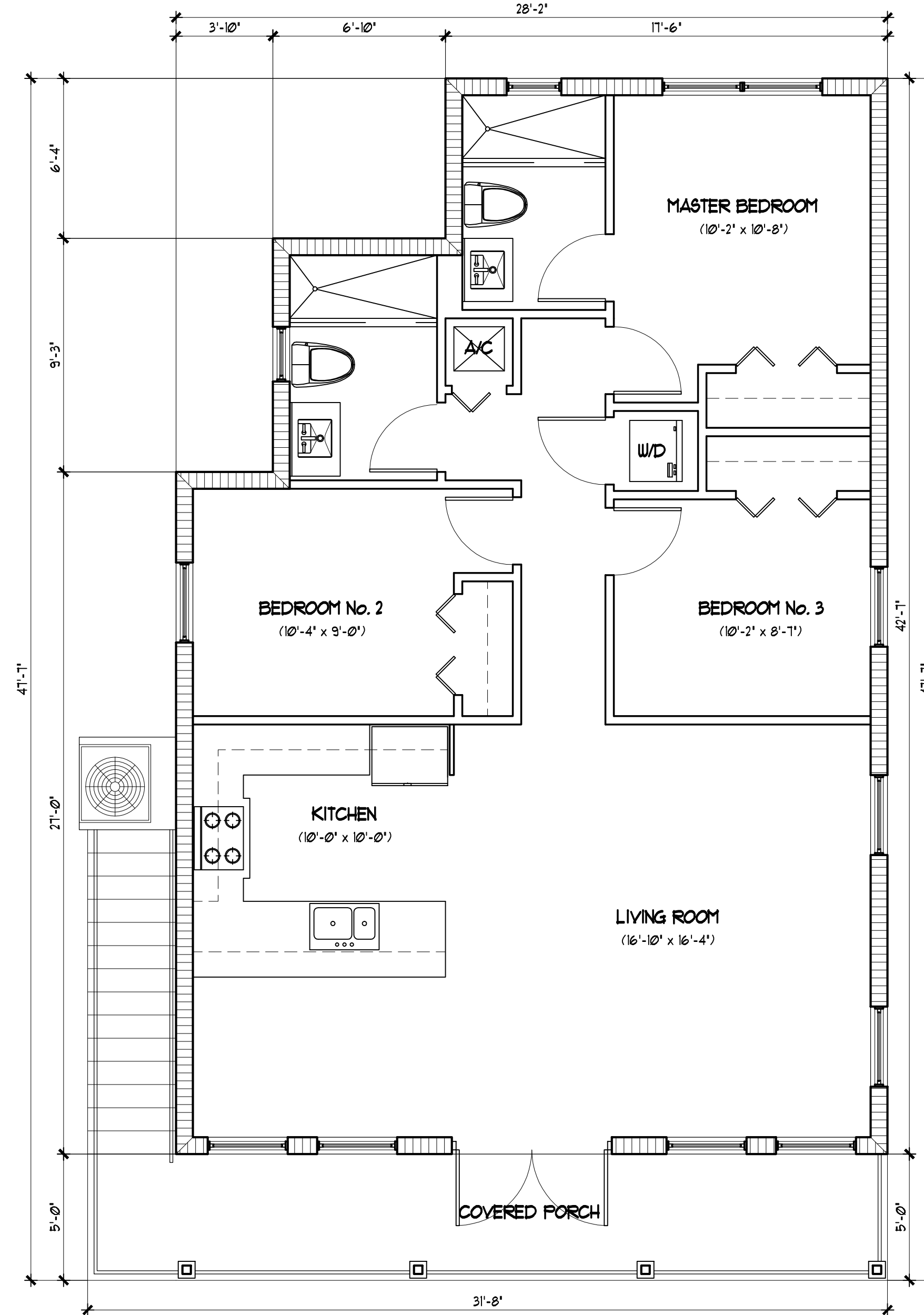
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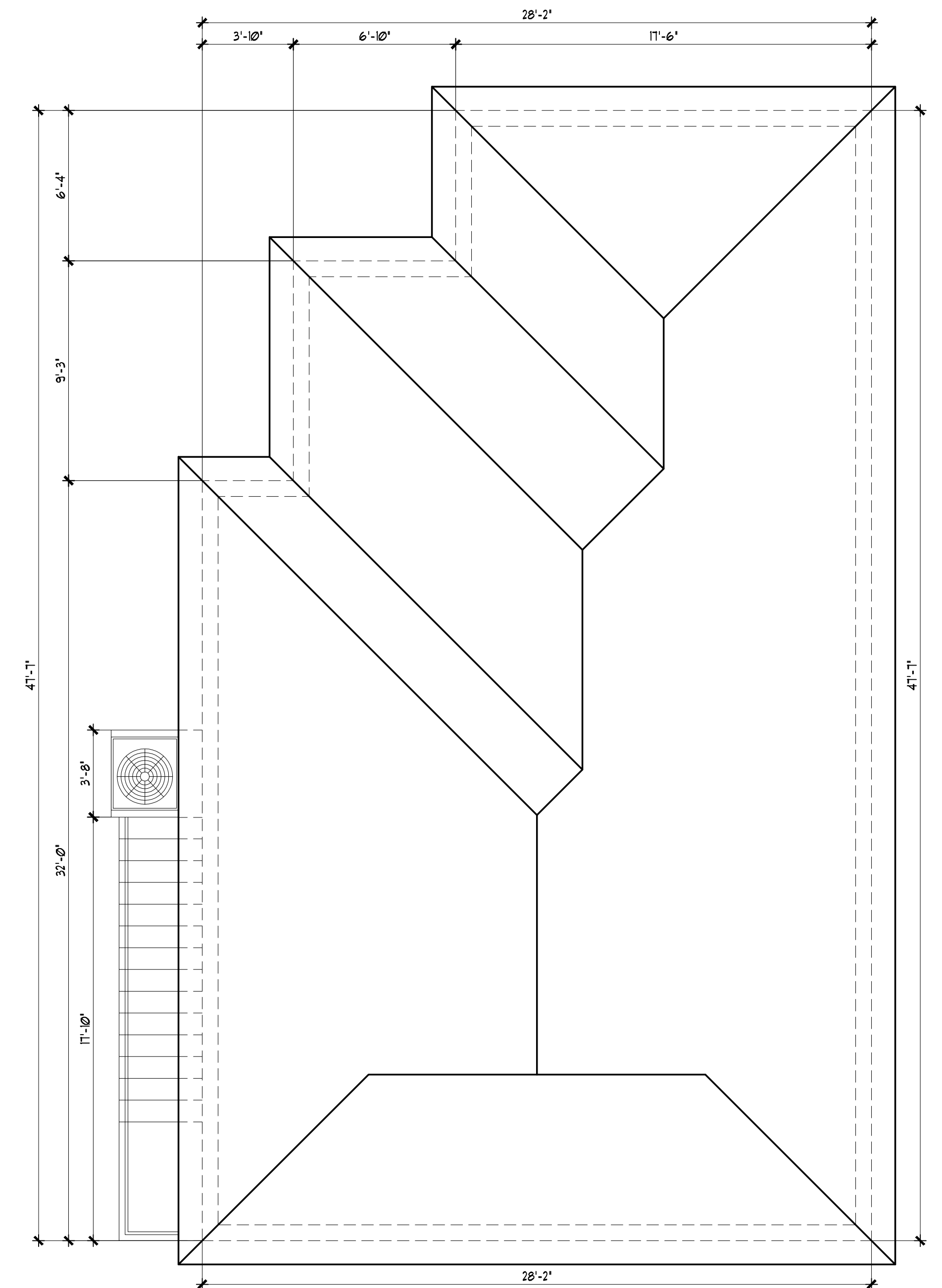
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 CHECKED E.A.C. Sr.  
 DATE AUG 19 2016  
 SCALE 5/16" = 1'-0"  
 JOB No. 2016-006



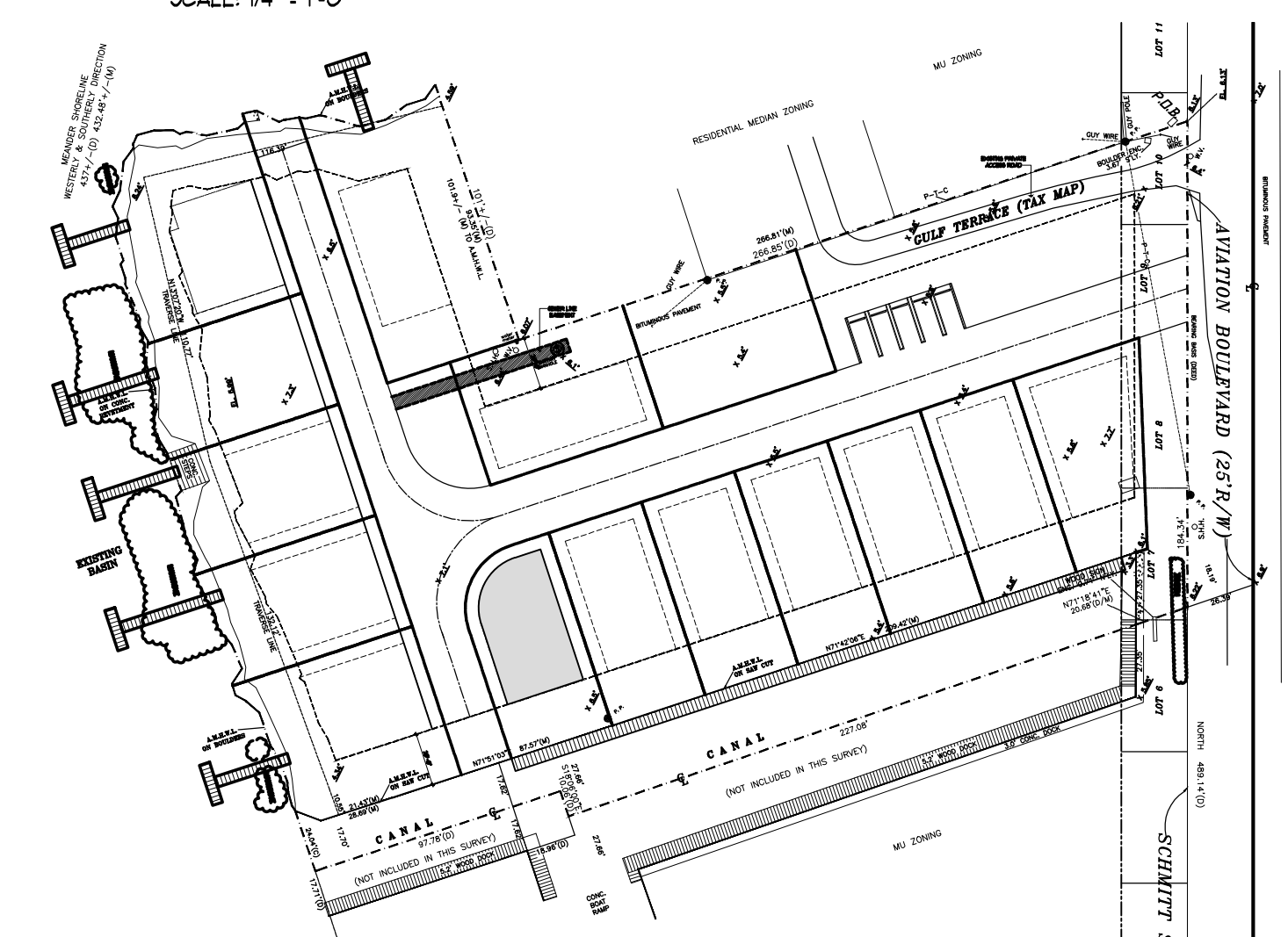
**GROUND FLOOR PLAN**  
SCALE: 1/4" = 1'-0"



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



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



**KEY PLAN - UNIT A-3**  
SCALE: 1/64" = 1'-0"

REVISIONS	BY	REVISIONS	BY

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EDUARDO A. CALIL, ARCHITECT LICENSE No. AR 0009383  
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PROPOSED SITE PLAN FOR:  
**LUIS ALONSO - TERRACE RESIDENCES**

PROJECT LOCATION  
MARATHON KEY  
MARATHON KEY FL 33050

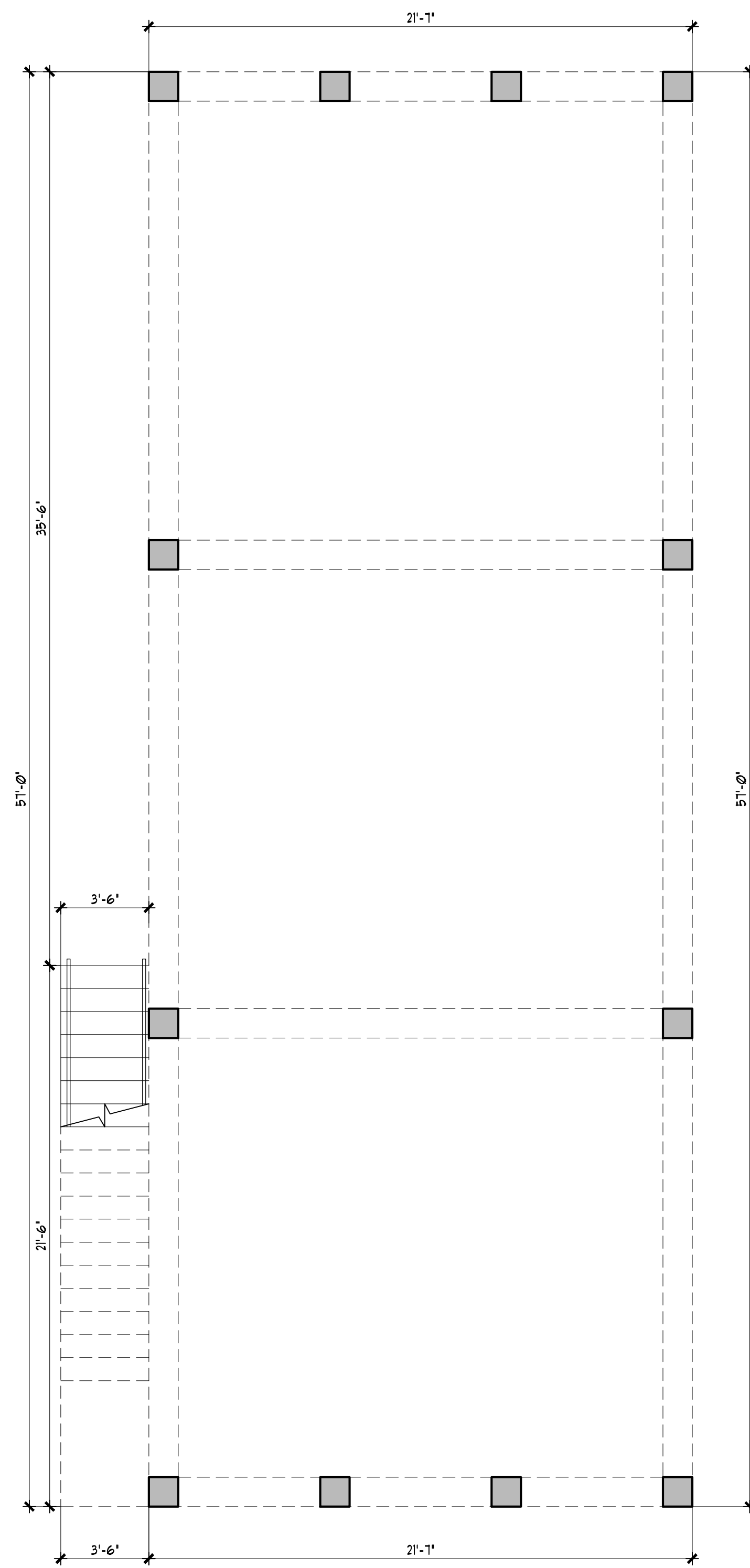
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SEAL

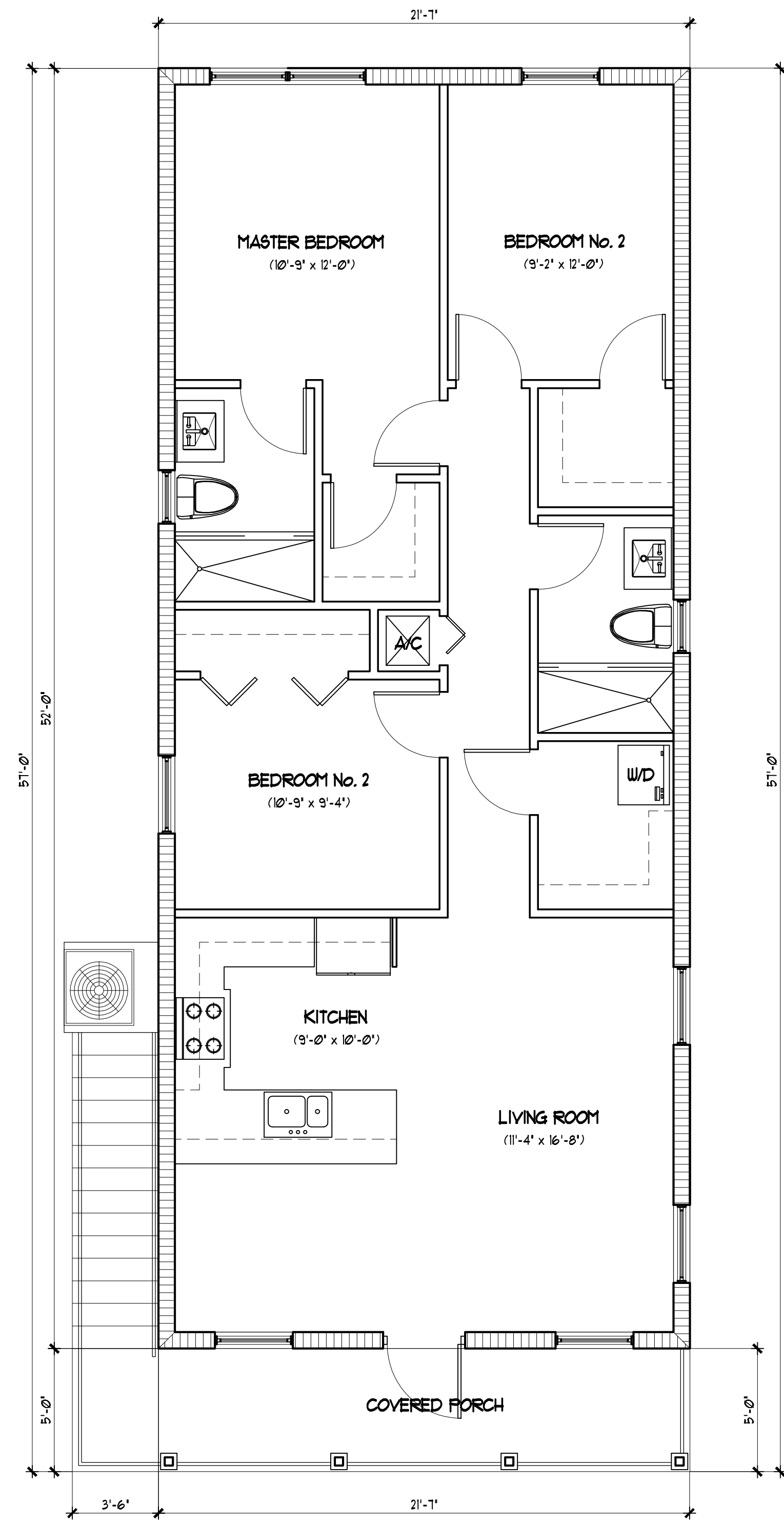
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CHECKED E.A.C. Sr.  
DATE AUG 19 2016  
SCALE SHOWN  
JOB No. 2016-006





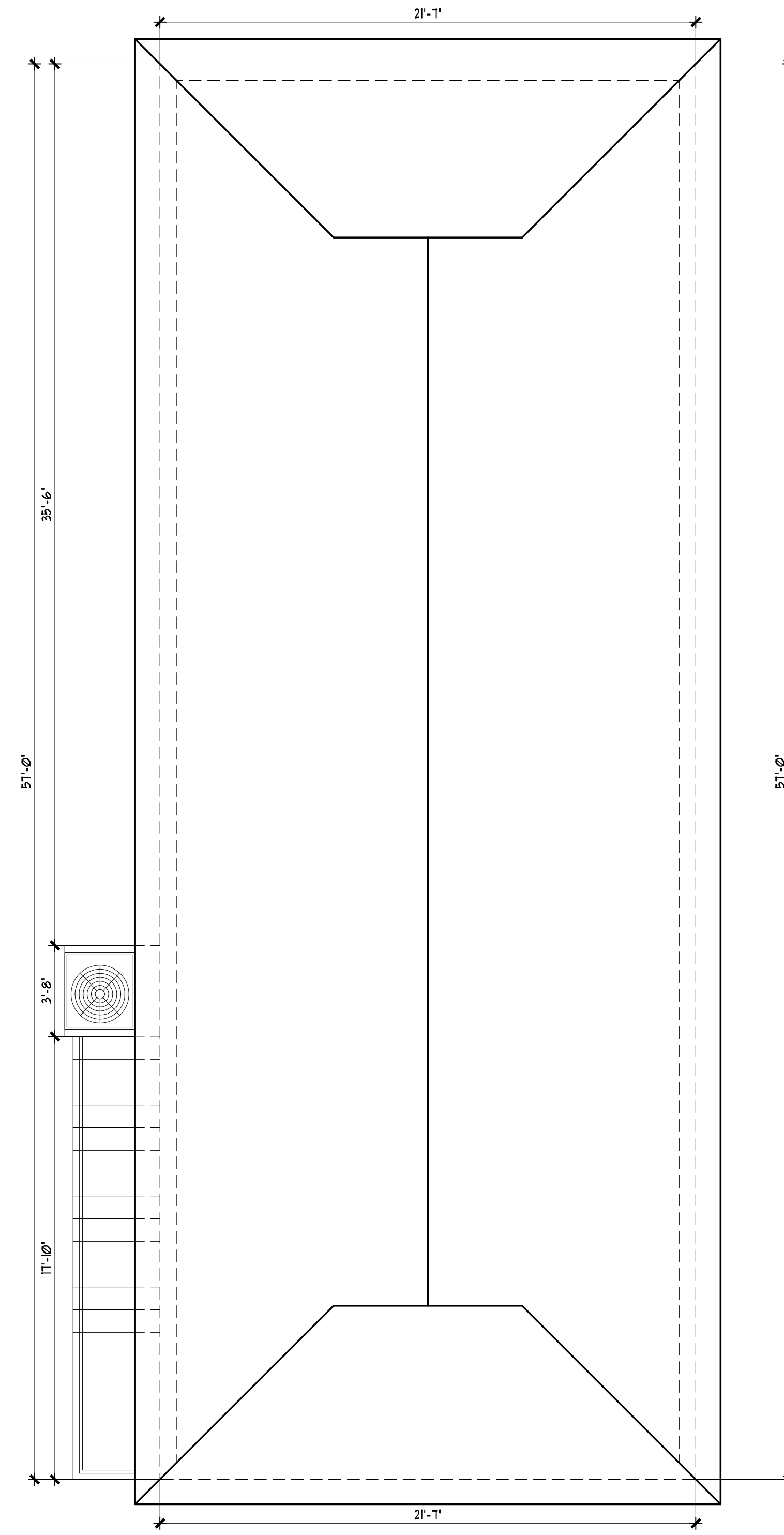
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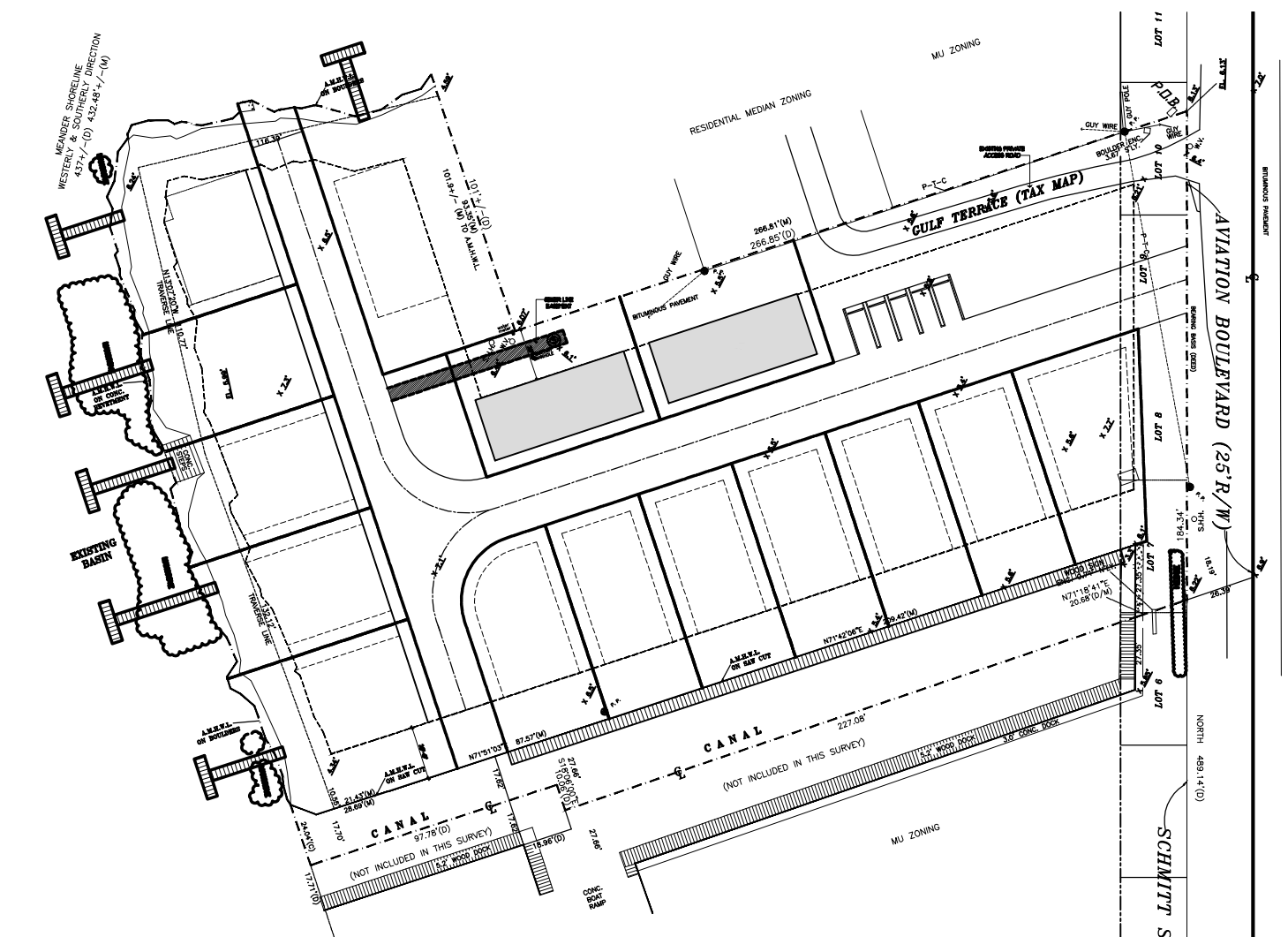
**FIRST FLOOR PLAN**

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



**ROOF PLAN**

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



**KEY PLAN - UNIT B-1**

SCALE: 1/64" = 1'-0"

REVISIONS	BY	REVISIONS	BY

**CALIL ARCHITECTS**  
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 AA 26001949 PHONE: (305) 860-9600 FAX: (305) 860-9602  
 EDUARDO A. CALIL, ARCHITECT LICENSE No. AR 0009383  
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PROJECT TITLE: PROPOSED SITE PLAN FOR: **LUIS ALONSO - TERRACE RESIDENCES**

PROJECT LOCATION: MARATHON KEY MARATHON KEY FL 33050

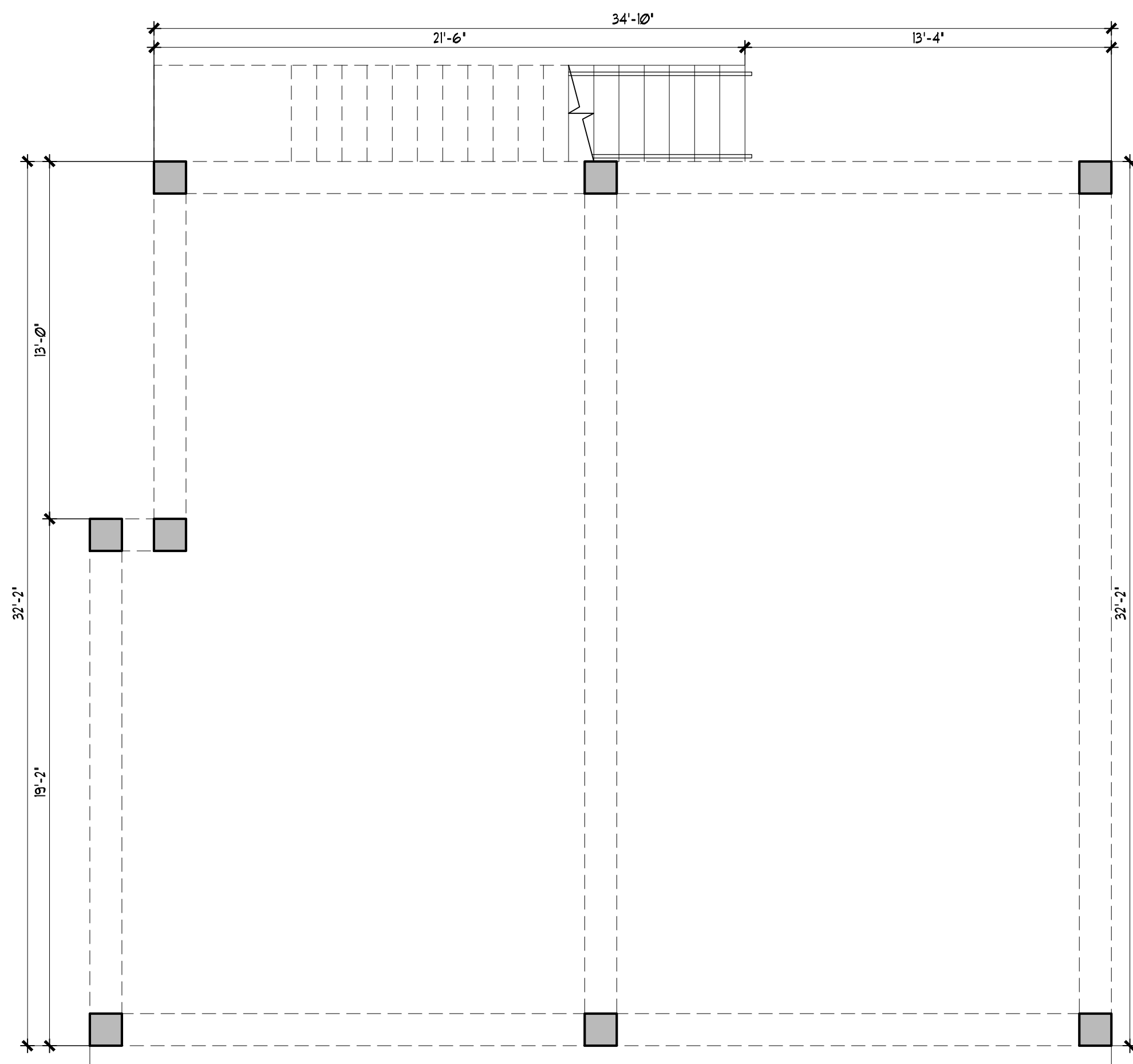
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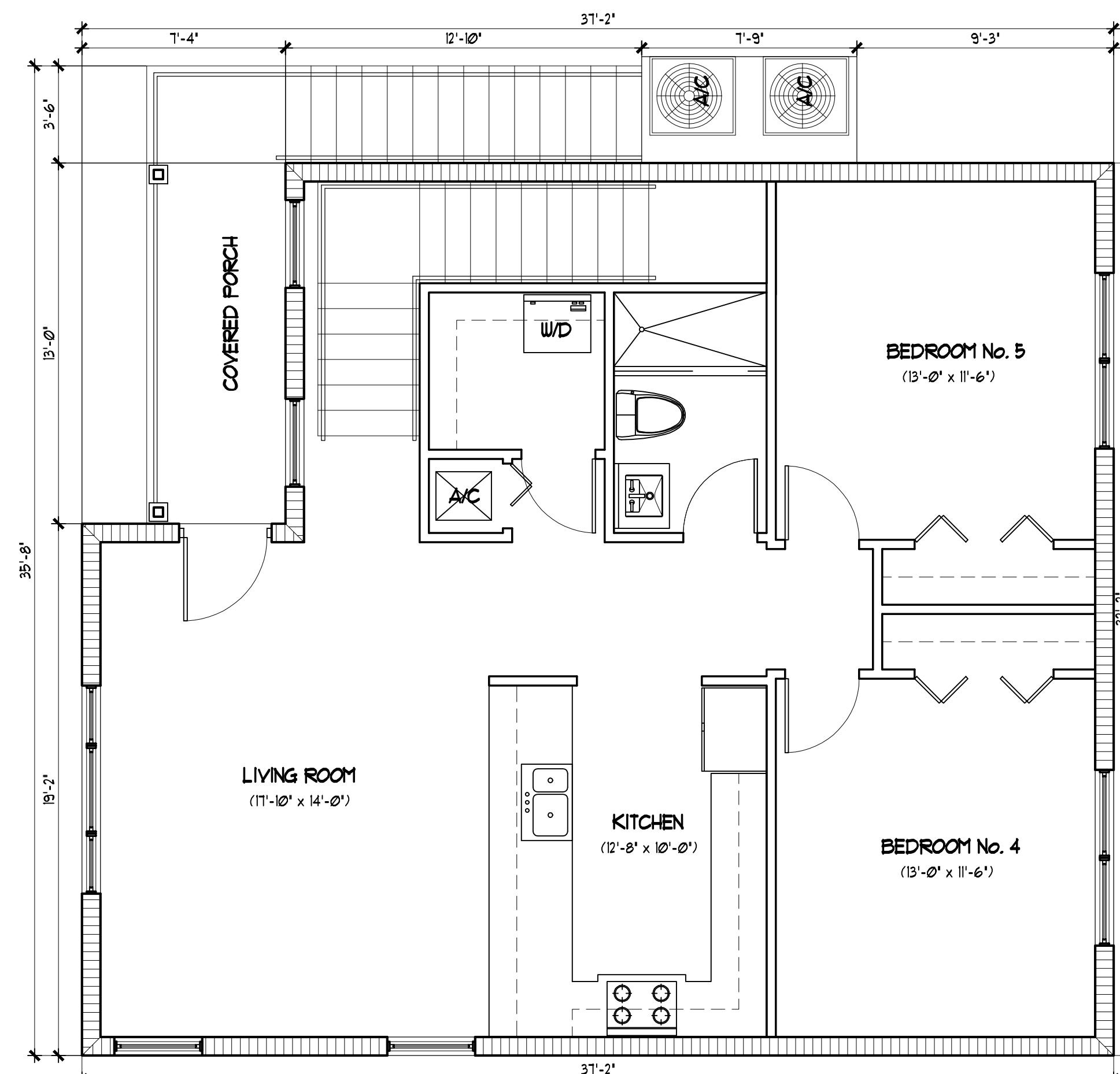
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SHEET No. **FLOOR PLANS**  
**A-2.04**  
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 CHECKED E.A.C. Sr.  
 DATE AUG 19 2016  
 SCALE 5/16" = 1'-0"  
 JOB No. 2016-006

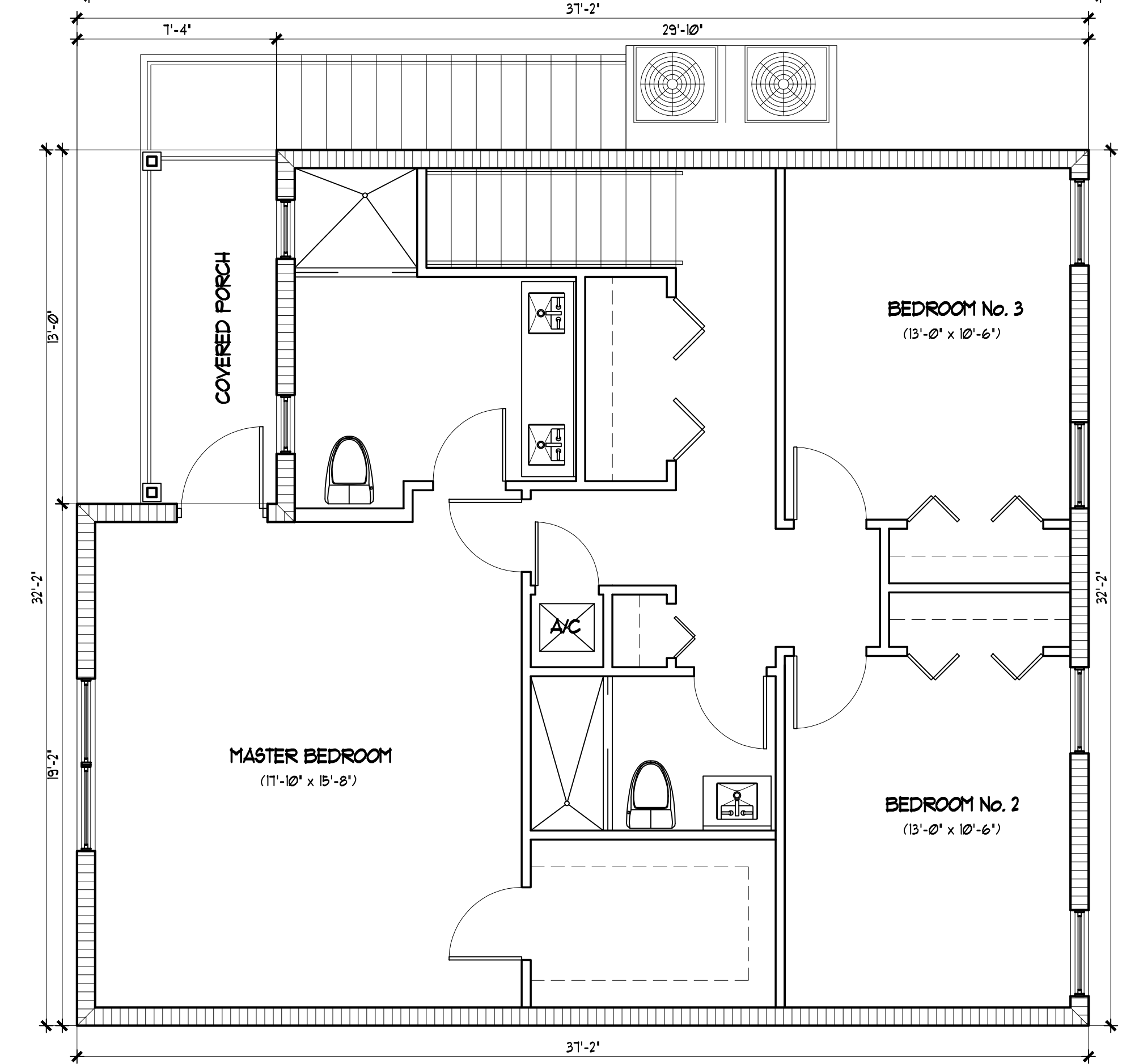




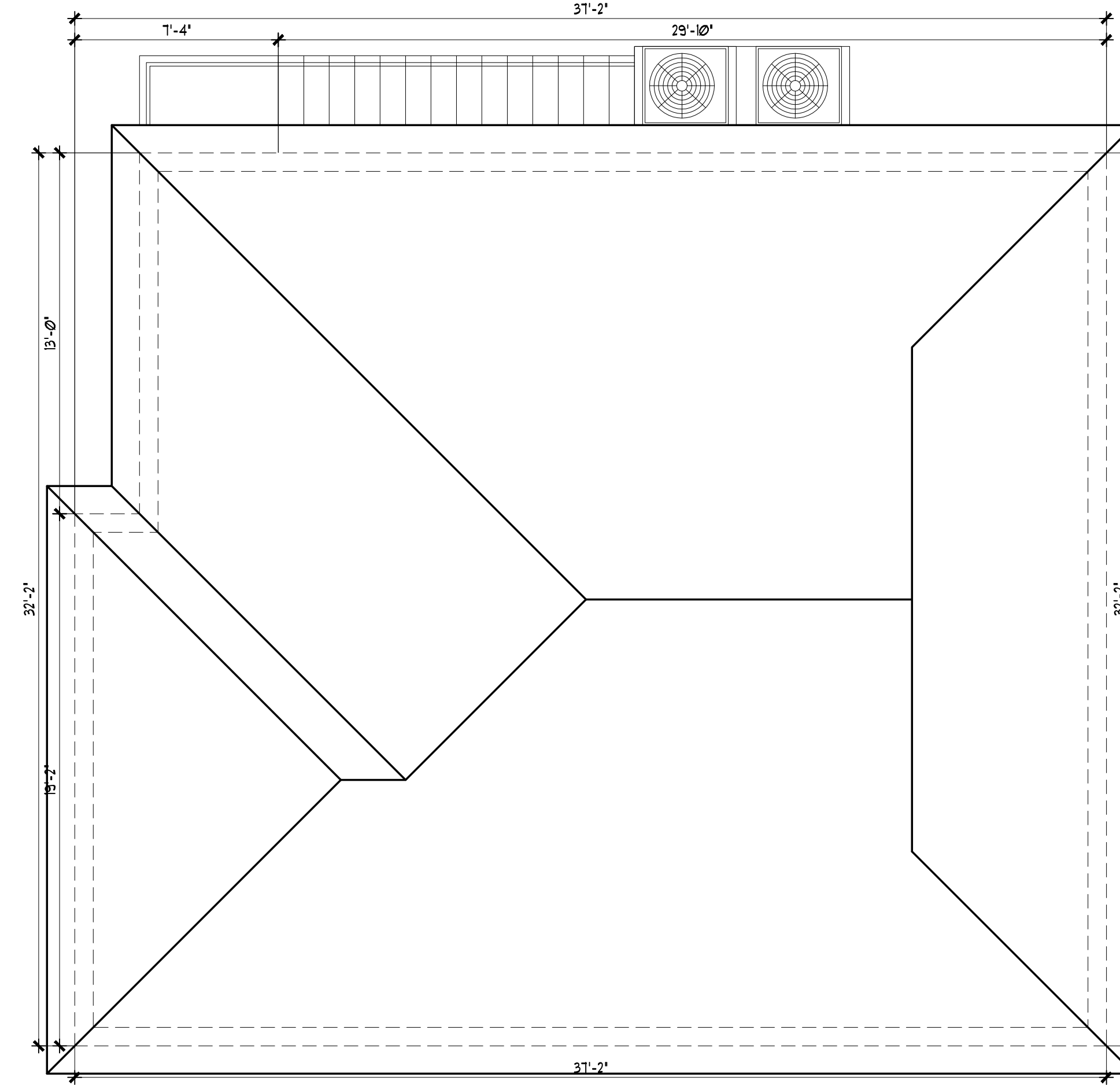
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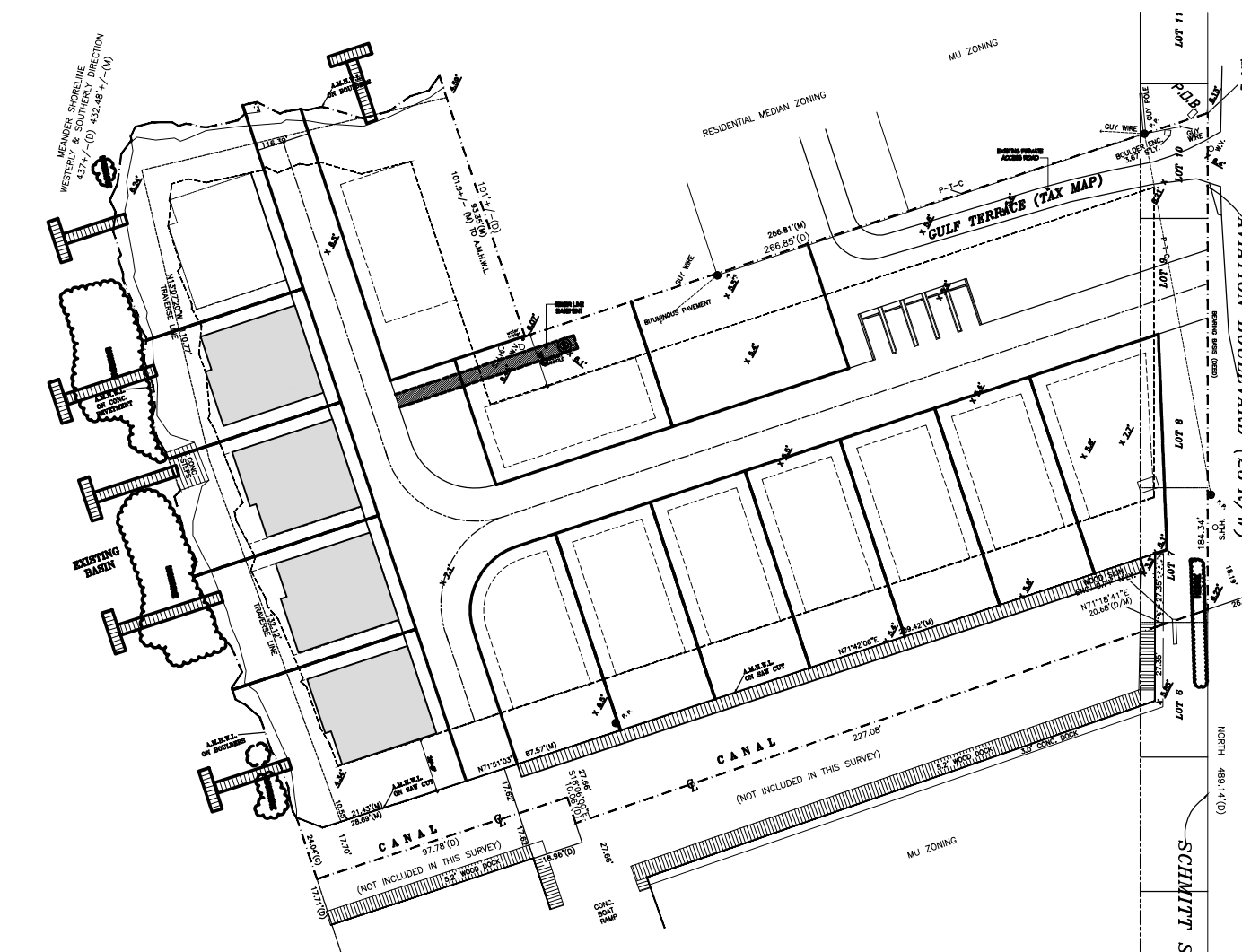
**FIRST FLOOR PLAN**  
SCALE: 1/4" = 1'-0"



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



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



**KEY PLAN - UNIT C-1**

REVISIONS	BY	REVISIONS	BY

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 EDUARDO A. CALIL, ARCHITECT LICENSE No. AR 0009383  
 WWW.CALILARCHITECTS.COM

PROJECT TITLE: PROPOSED SITE PLAN FOR: **LUIS ALONSO - TERRACE RESIDENCES**

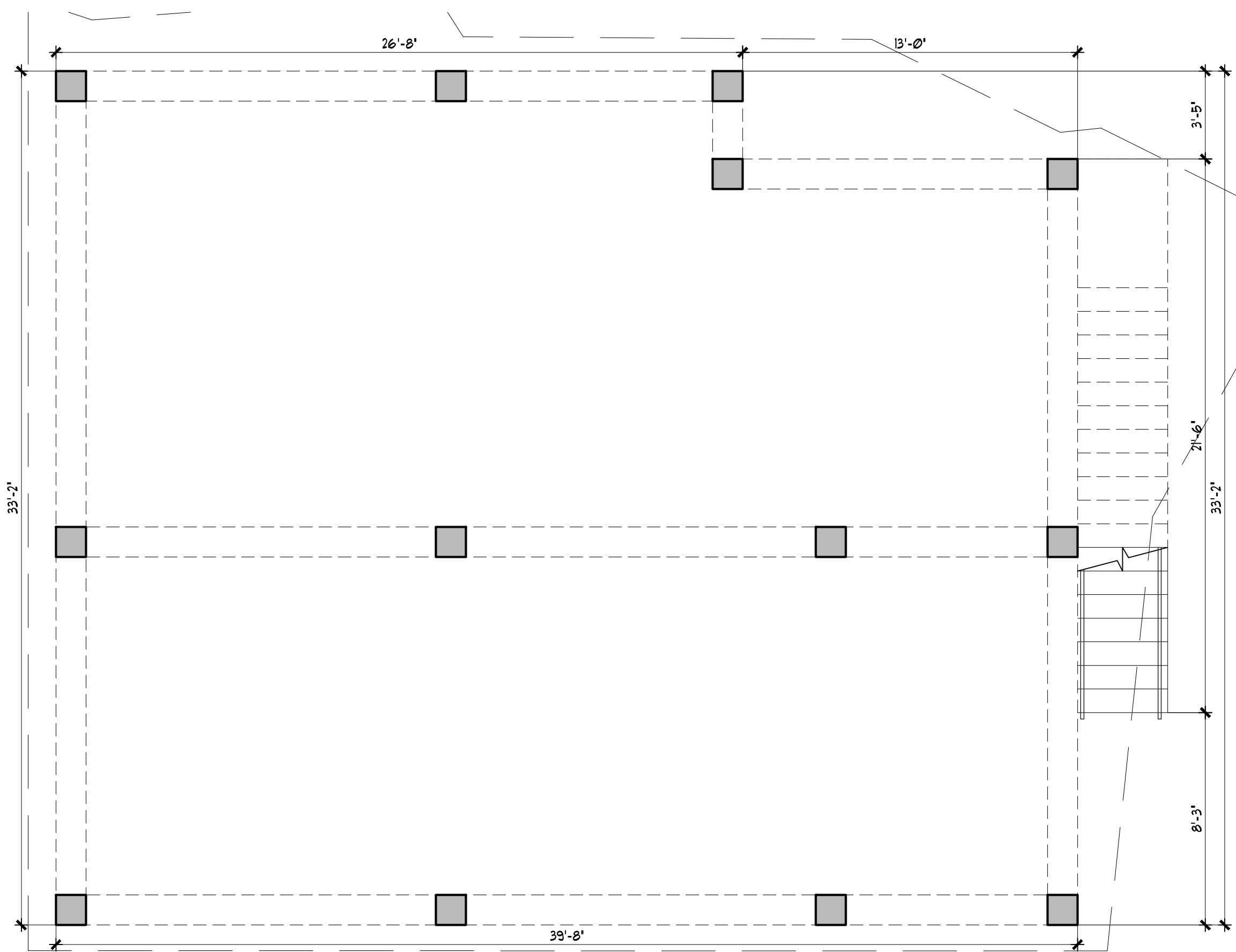
PROJECT LOCATION: MARATHON KEY MARATHON KEY FL 33050

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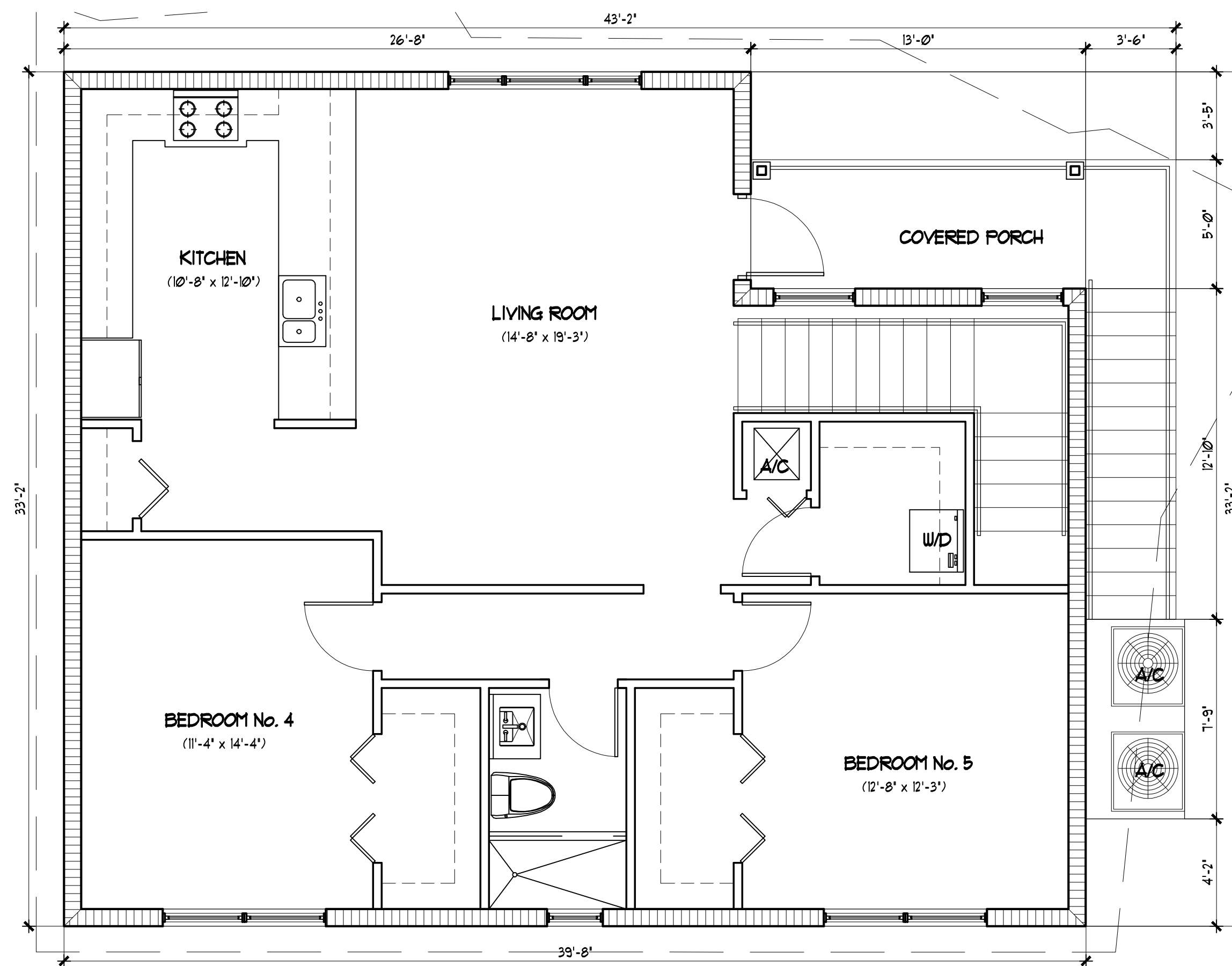
SEAL

SHEET No. **FLOOR PLANS**  
**A-2.05**  
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 CHECKED E.A.C. Sr.  
 DATE AUG 19 2016  
 SCALE 5/8"=1'-0"  
 JOB No. 2016-006



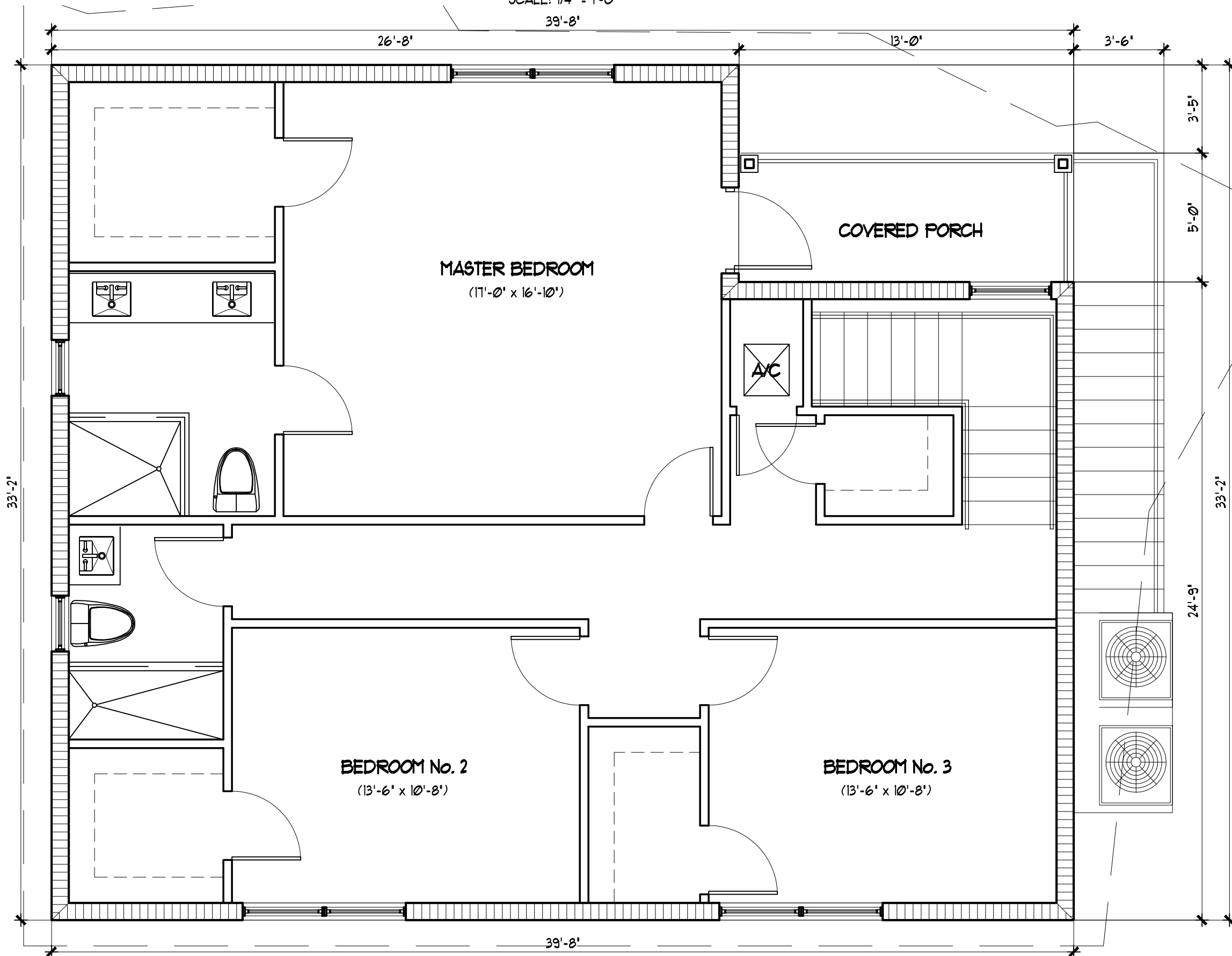
**GROUND FLOOR PLAN**

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



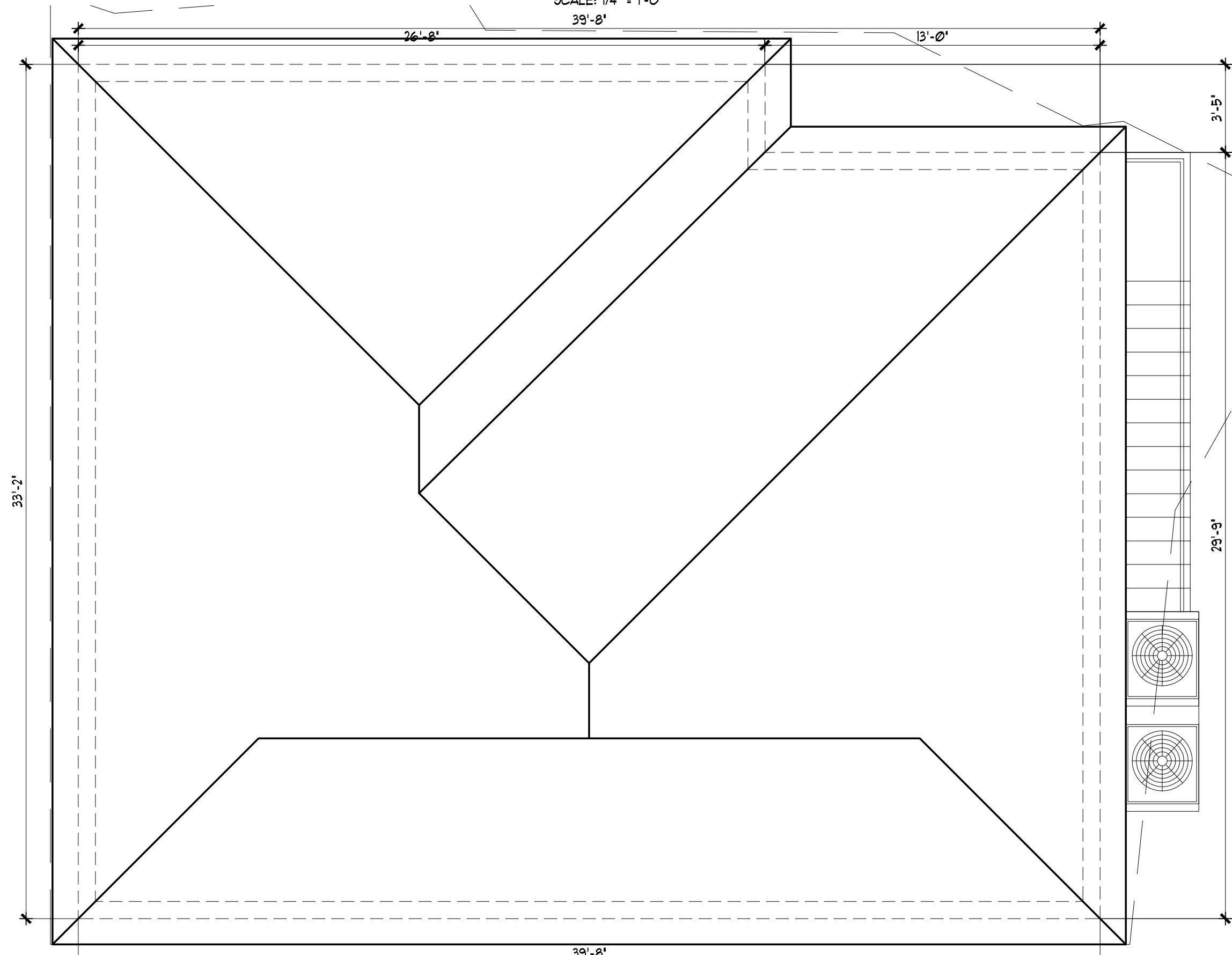
**FIRST FLOOR PLAN**

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



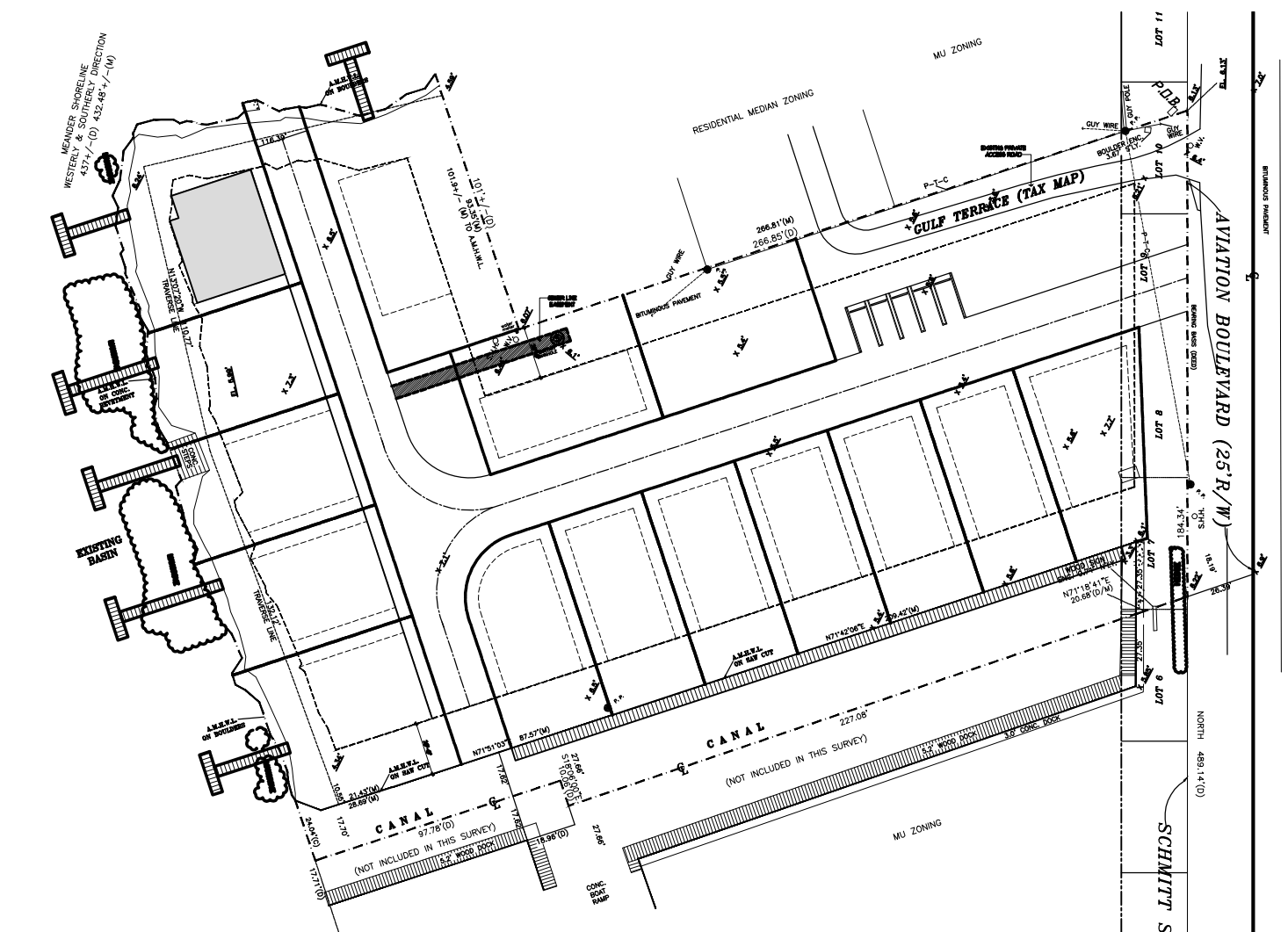
**SECOND FLOOR PLAN**

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



**ROOF PLAN**

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



**KEY PLAN - UNIT C-2**

SCALE: 1/64" = 1'-0"

REVISIONS	BY	REVISIONS	BY



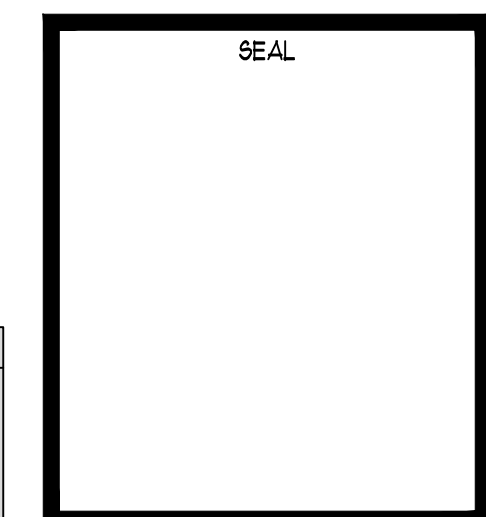
1728 CORAL WAY, SUITE-702 MIAMI, FLORIDA 33145  
 AA 26001949 PHONE: (305) 860-9600 FAX: (305) 860-9602  
 EDUARDO A. CALIL, ARCHITECT LICENSE No. AR 0009383  
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PROJECT TITLE: PROPOSED SITE PLAN FOR: **LUIS ALONSO - TERRACE RESIDENCES**

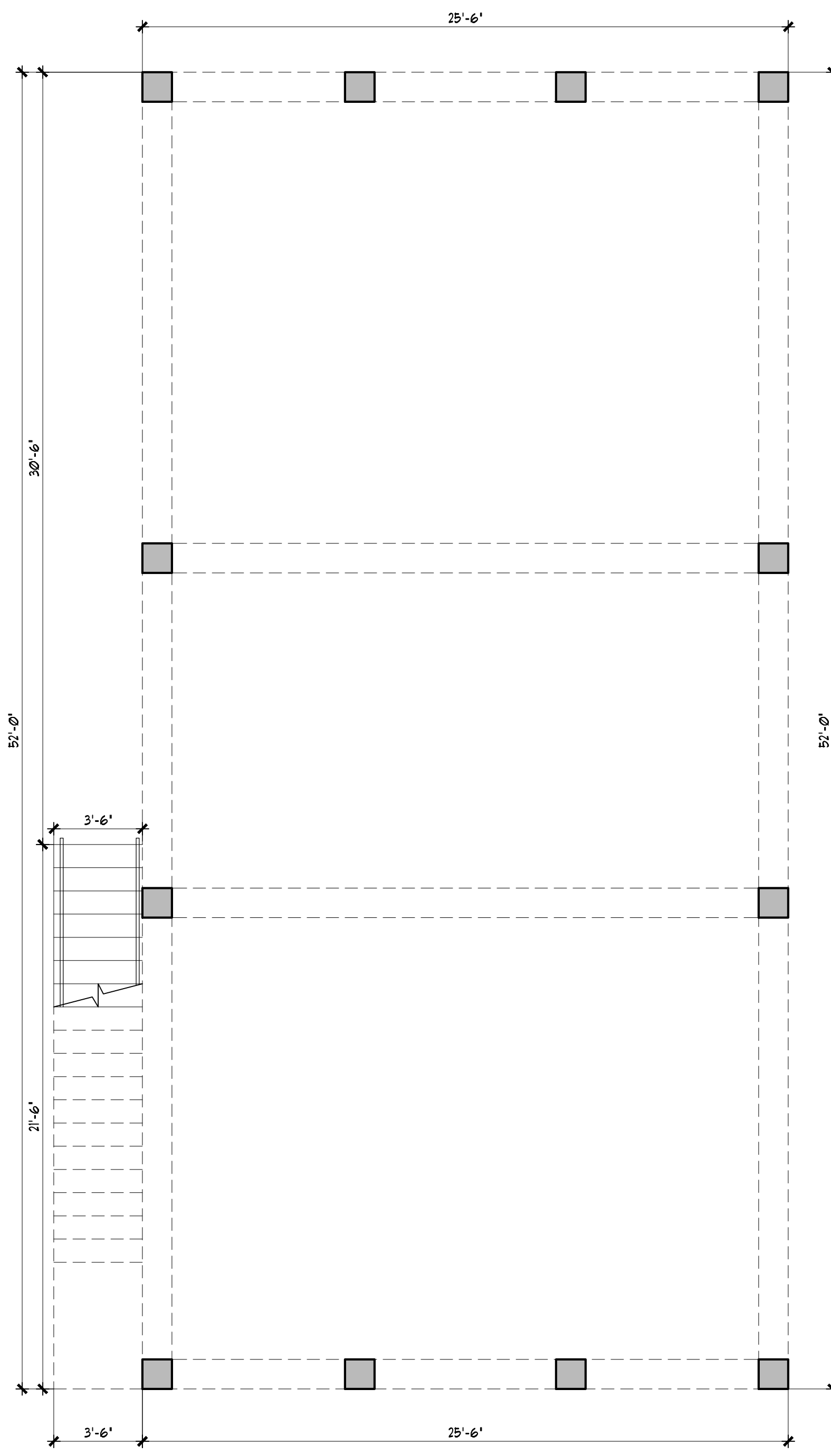
PROJECT LOCATION: MARATHON KEY MARATHON KEY FL 33050

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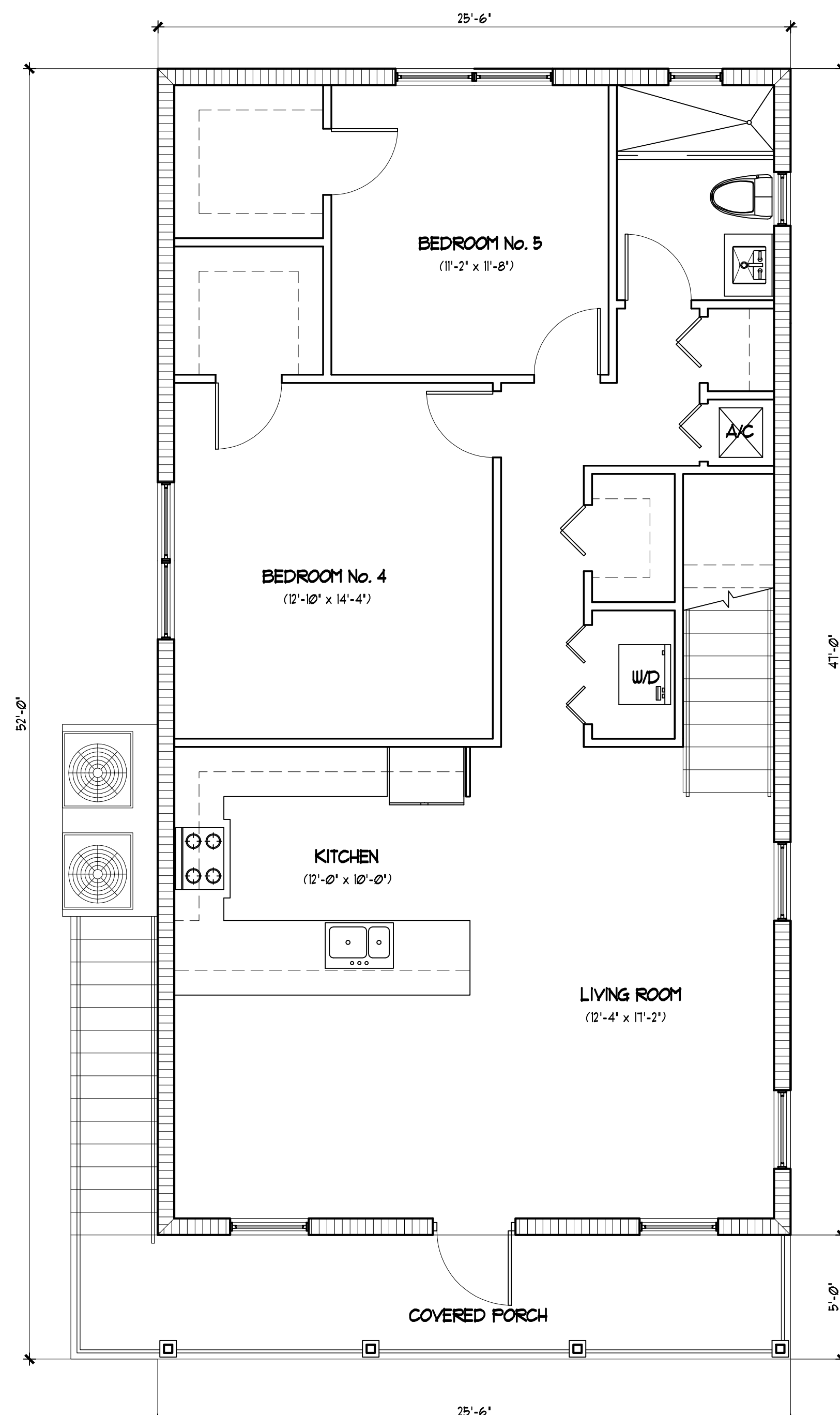
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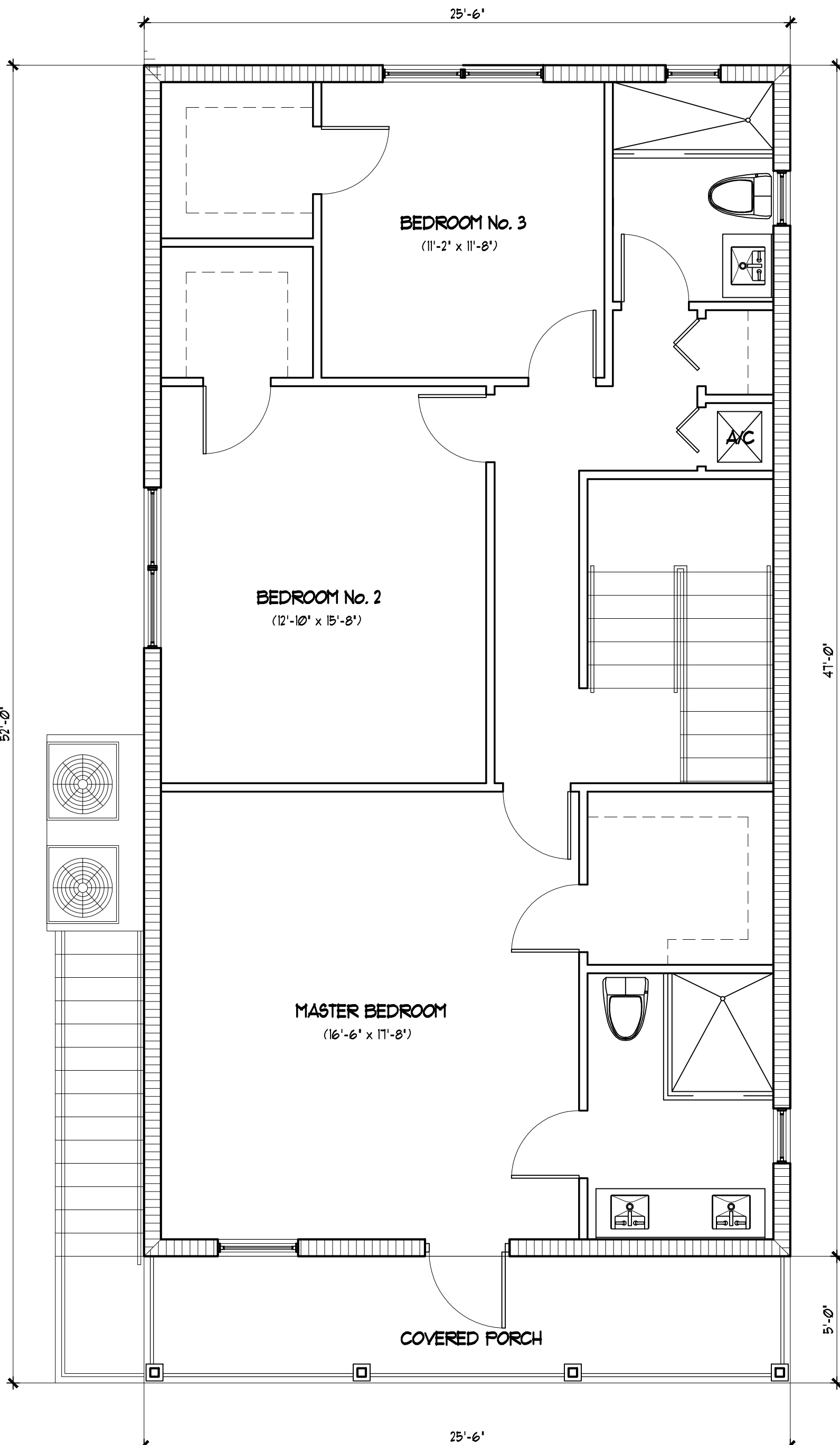
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<b>A-2.06</b>	
DRAWN	E.A.C. Jr.
CHECKED	E.A.C. Sr.
DATE	AUG 19 2016
SCALE	5/8" = 1'-0"
JOB No.	2016-006



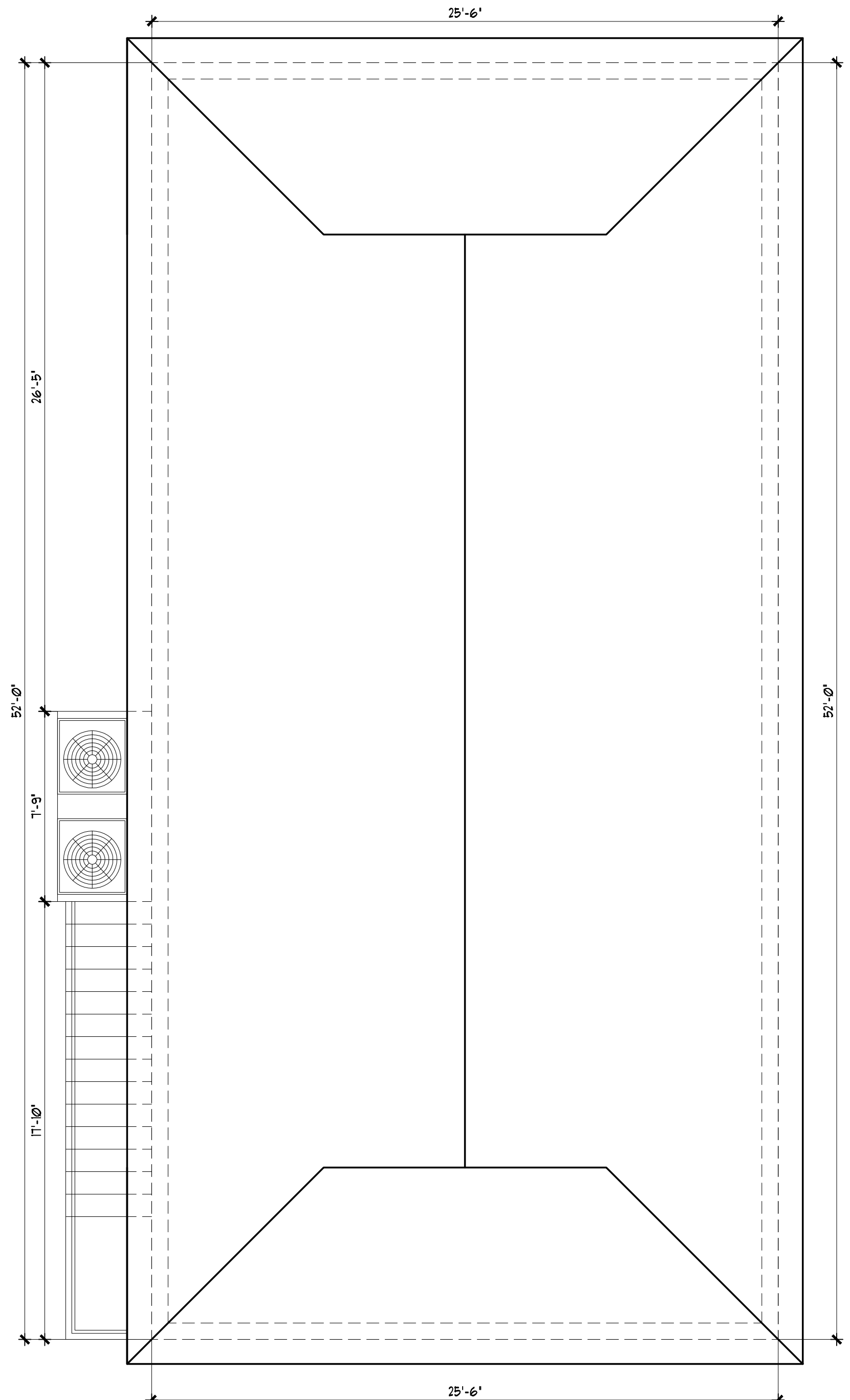
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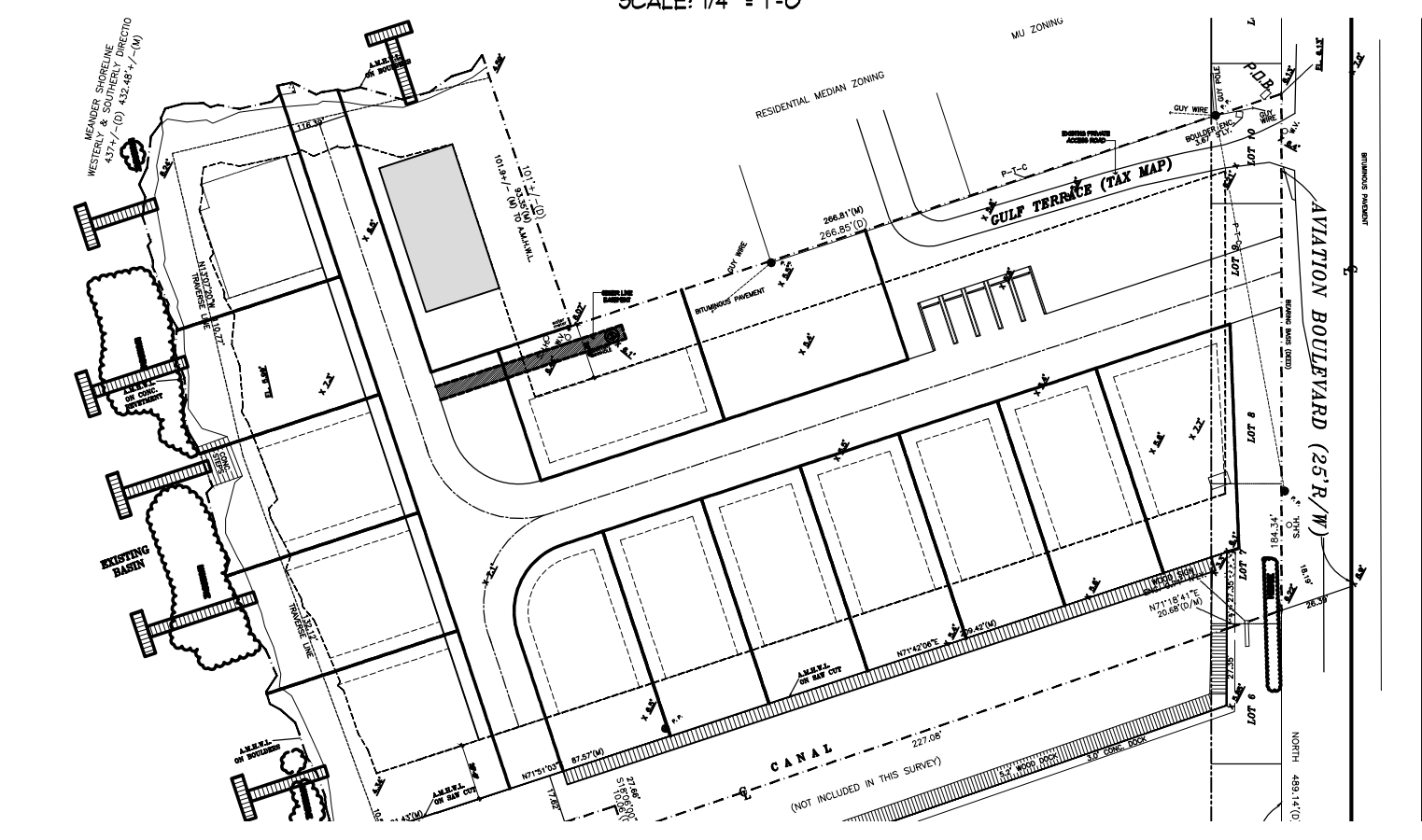
**FIRST FLOOR PLAN**  
SCALE: 1/4" = 1'-0"



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



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



**KEY PLAN - UNIT C-3**  
SCALE: 1/16" = 1'-0"

REVISIONS	BY	REVISIONS	BY

**CALIL ARCHITECTS**  
1728 CORAL WAY, SUITE-702 MIAMI, FLORIDA 33145  
AA 26001949 PHONE: (305) 860-9600 FAX: (305) 860-9602  
EDUARDO A. CALIL, ARCHITECT LICENSE No. AR 0009383  
WWW.CALILARCHITECTS.COM

PROPOSED SITE PLAN FOR:  
**LUIS ALONSO - TERRACE RESIDENCES**

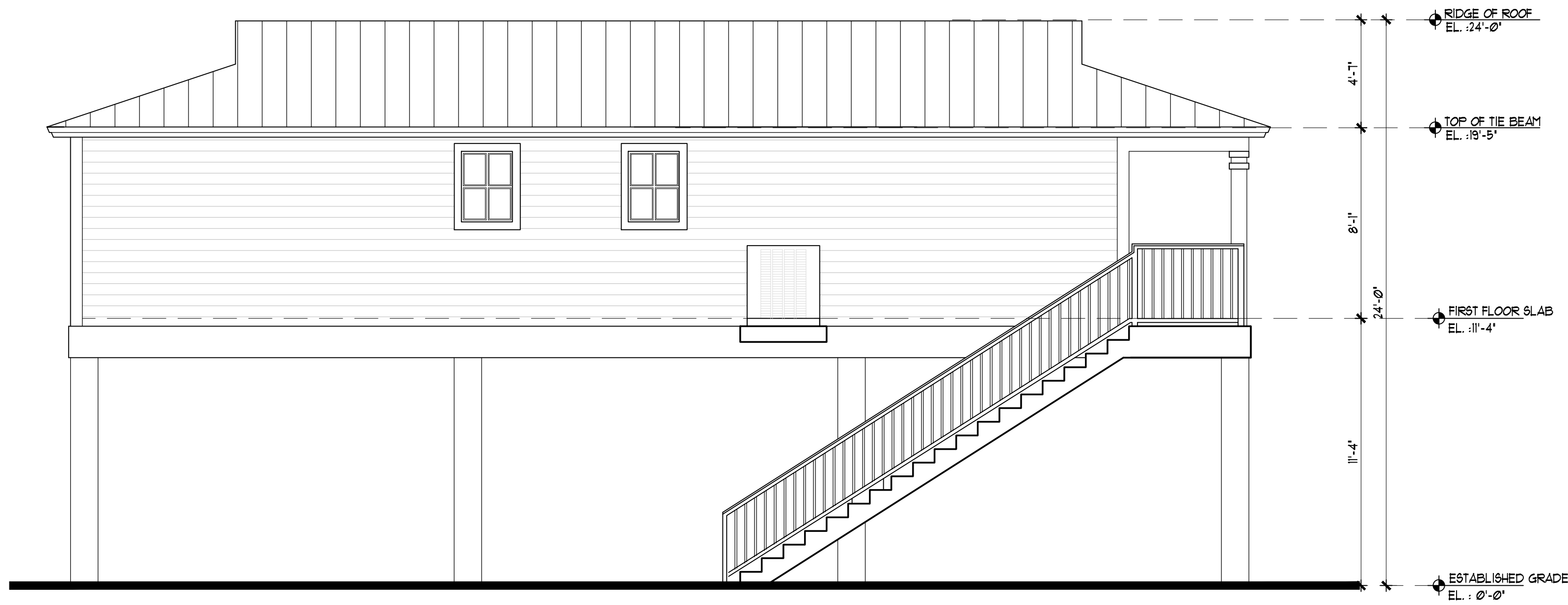
PROJECT LOCATION  
MARATHON KEY  
MARATHON KEY FL 33050

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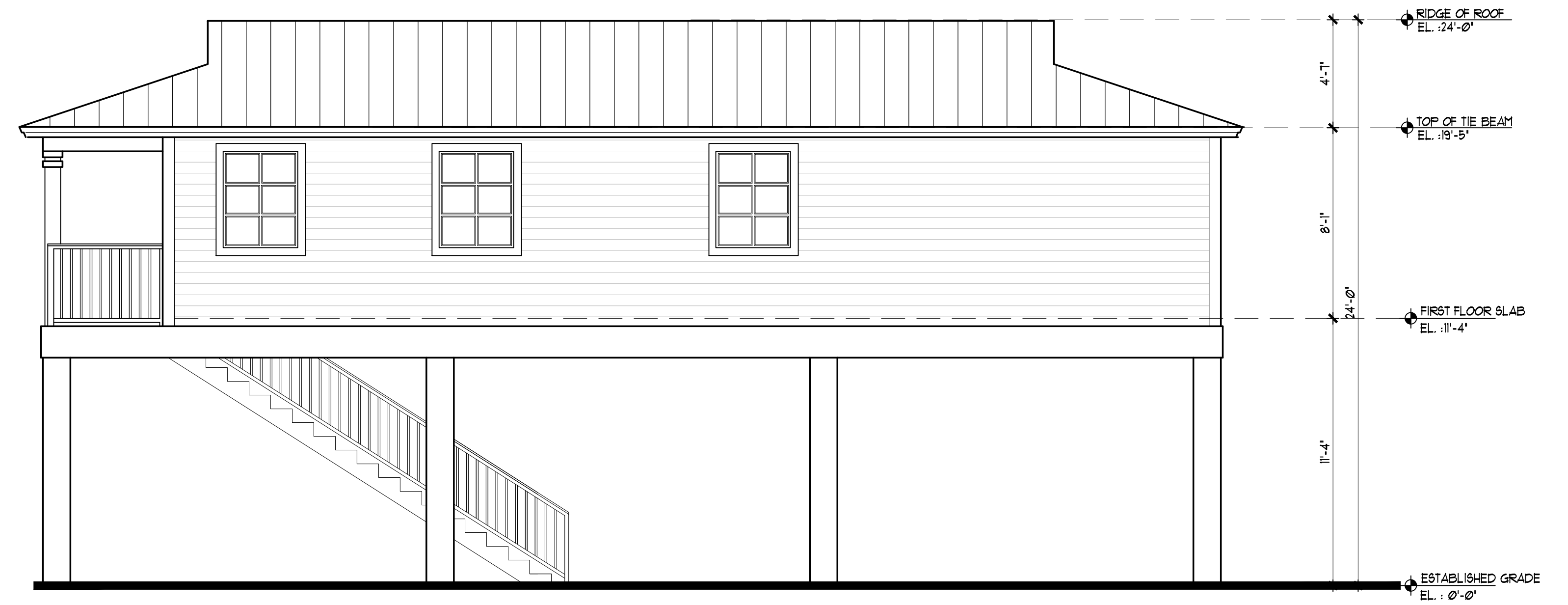
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SEAL

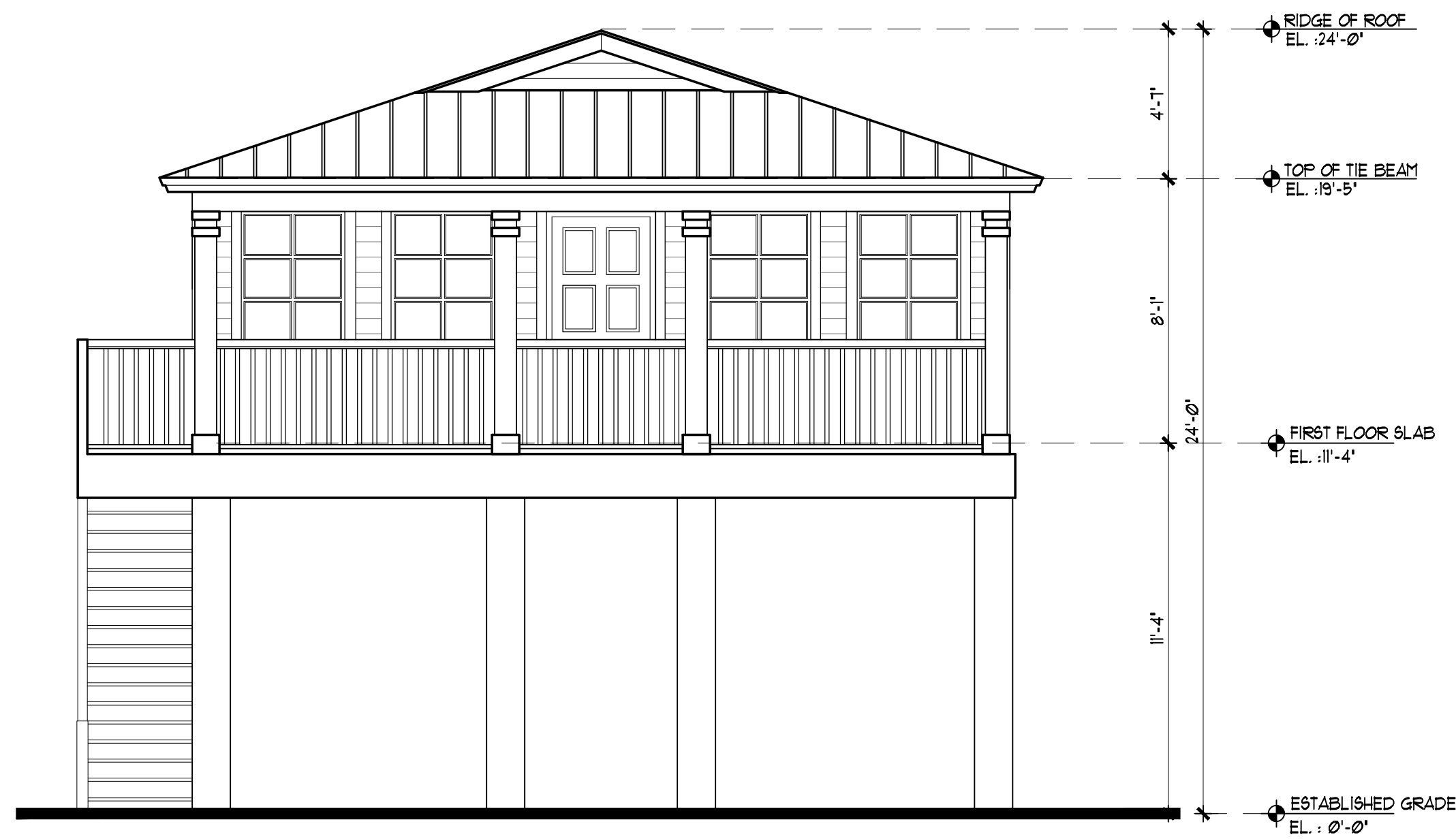
SHEET No.  
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**A-2.07**  
DRAIN E.A.C. Jr.  
CHECKED E.A.C. Sr.  
DATE AUG 19 2016  
SCALE SHOWN  
JOB No. 2016-006



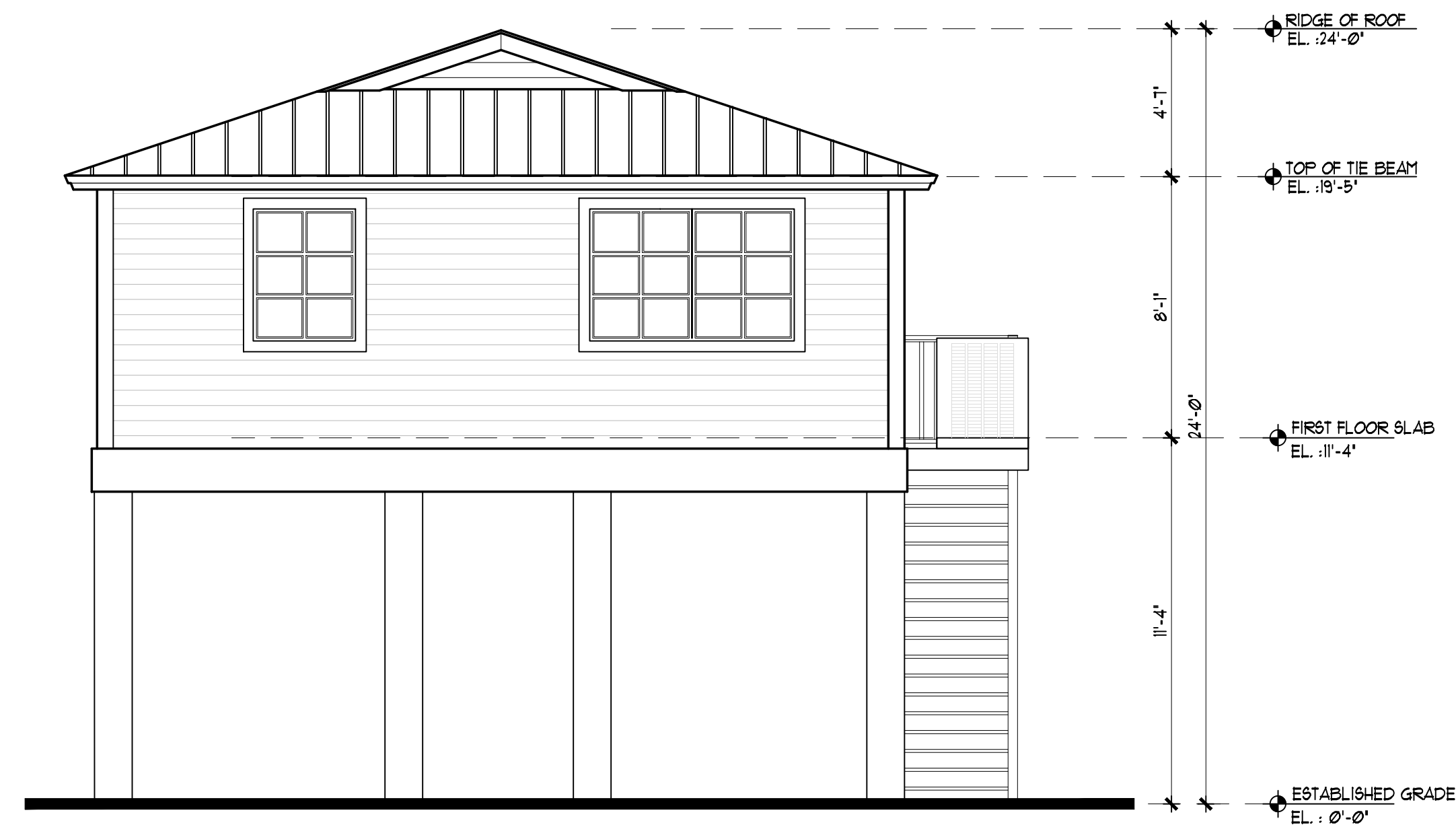
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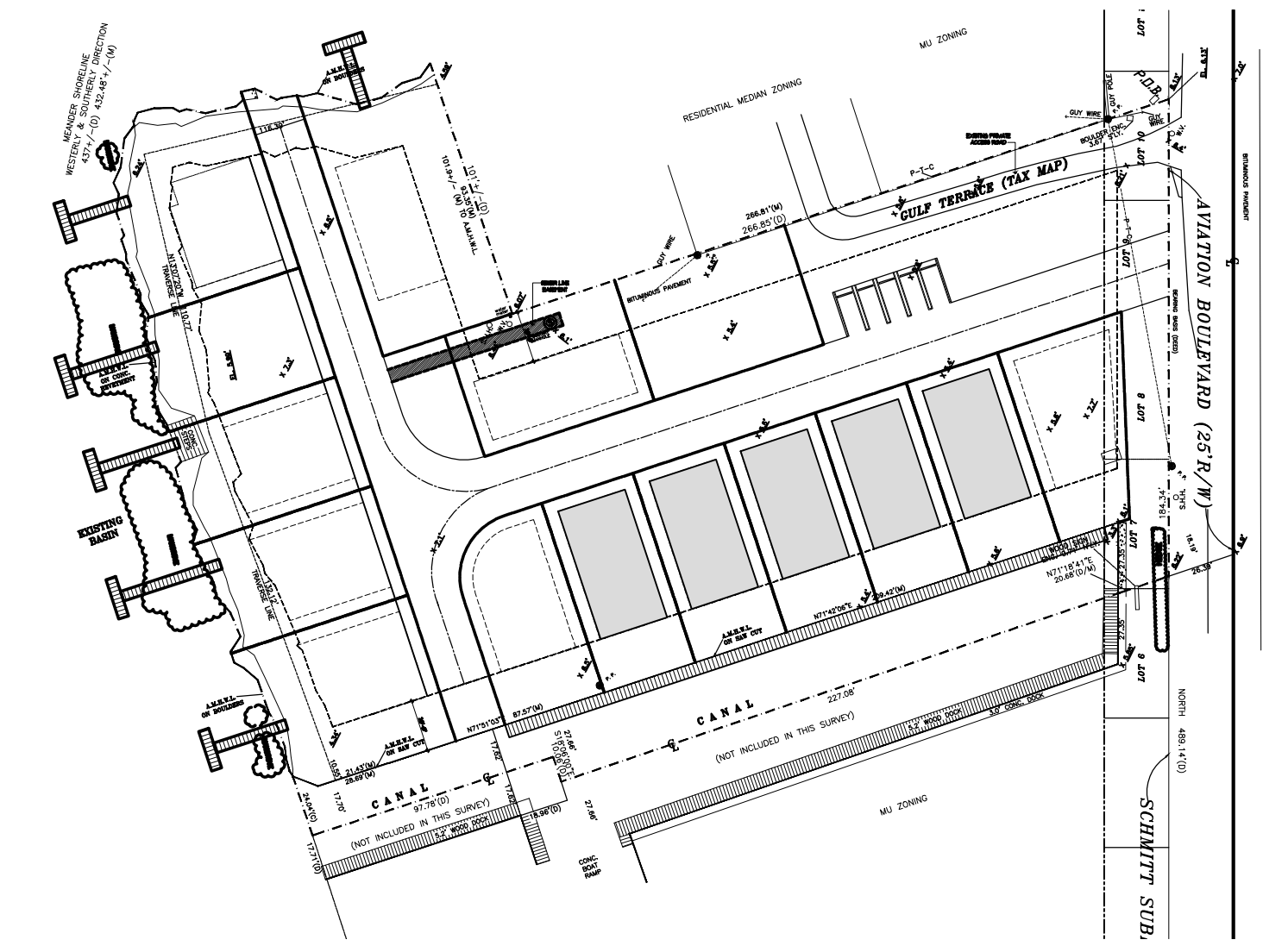
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**FRONT ELEVATION**  
Scale: 1/4" = 1'-0"



**REAR ELEVATION**  
Scale: 1/4" = 1'-0"



**KEY PLAN - UNIT A-1**  
Scale: 1/64" = 1'-0"

REVISIONS	BY	REVISIONS	BY

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PROPOSED SITE PLAN FOR:  
**LUIS ALONSO - TERRACE RESIDENCES**

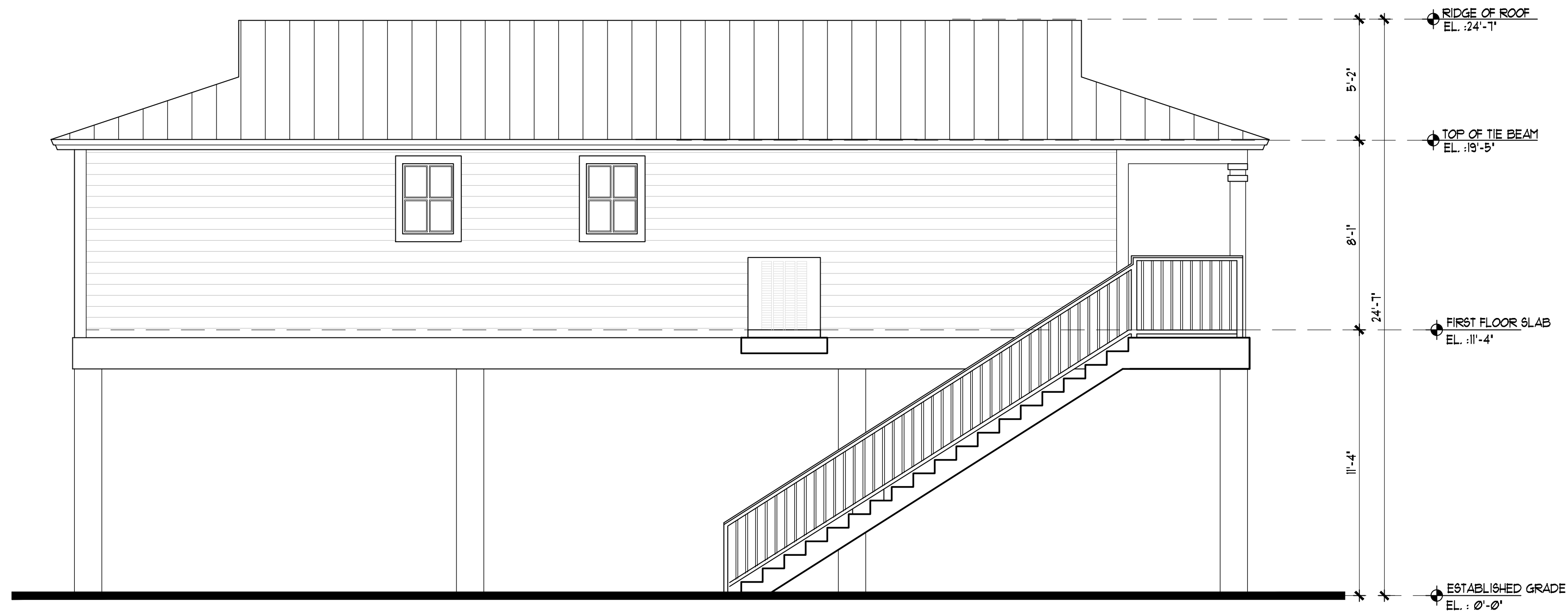
PROJECT LOCATION  
MARATHON KEY  
MARATHON KEY FL 33050

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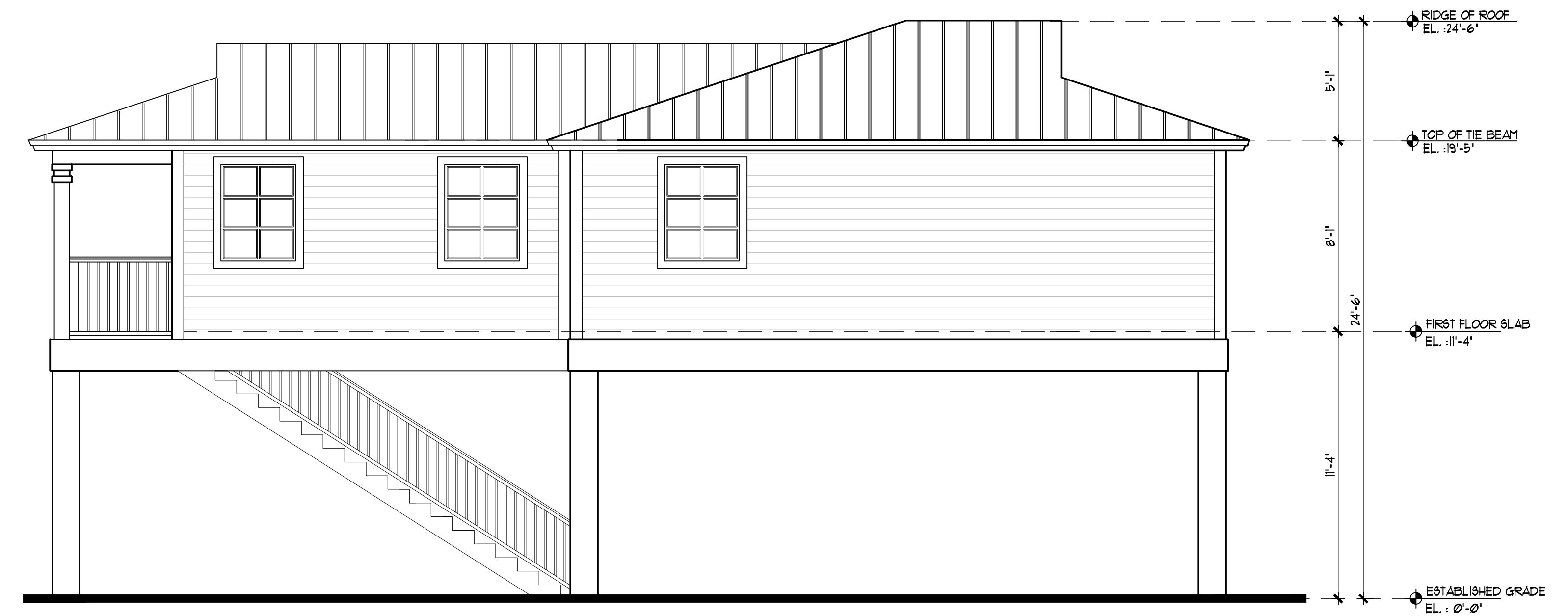
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SHEET No.  
**ELEVATIONS**  
**A-3.01**  
DRAIN E.A.C. Jr.  
CHECKED E.A.C. Sr.  
DATE AUG 19 2016  
SCALE SHOWN  
JOB No. 2016-006



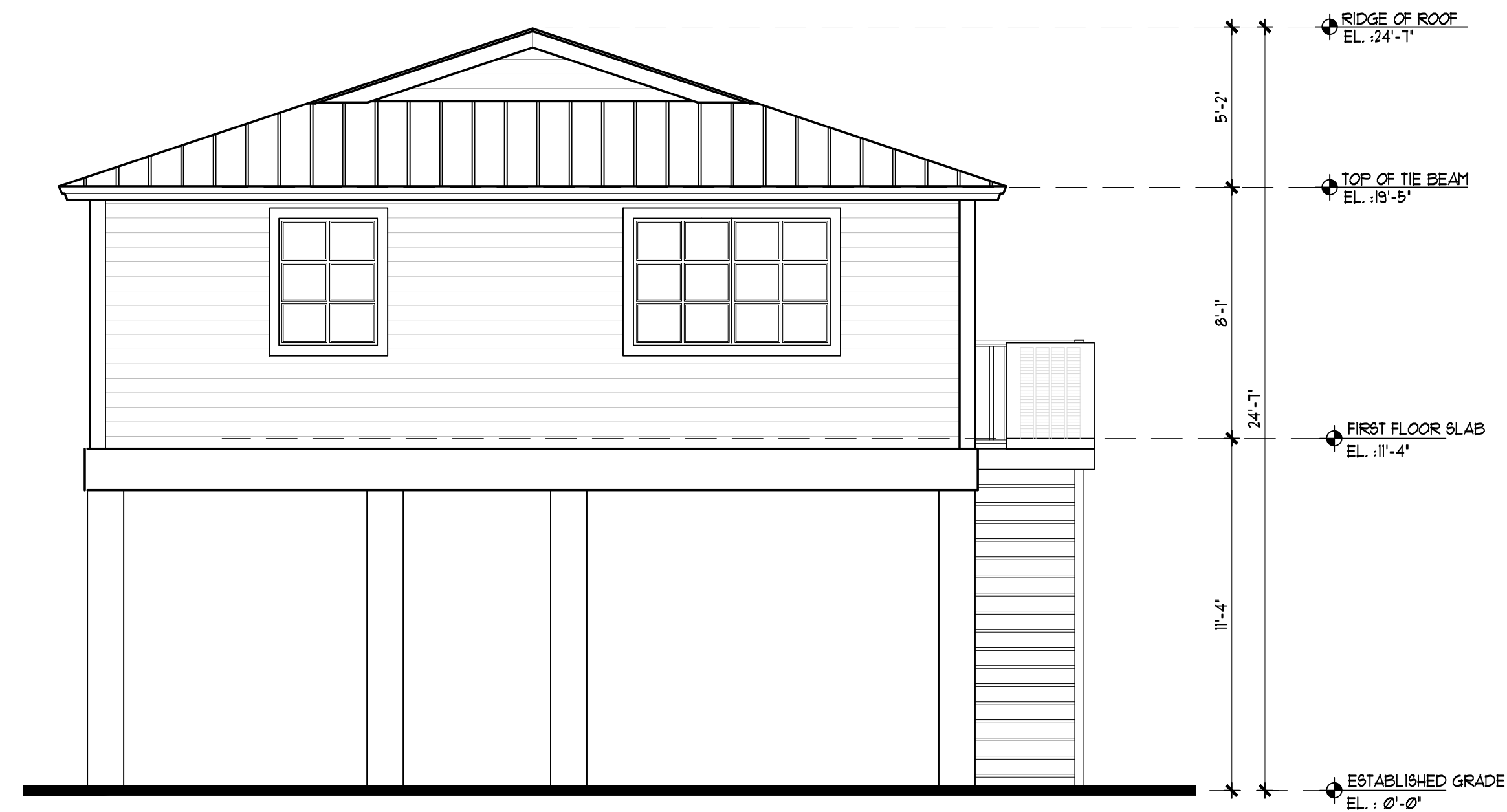
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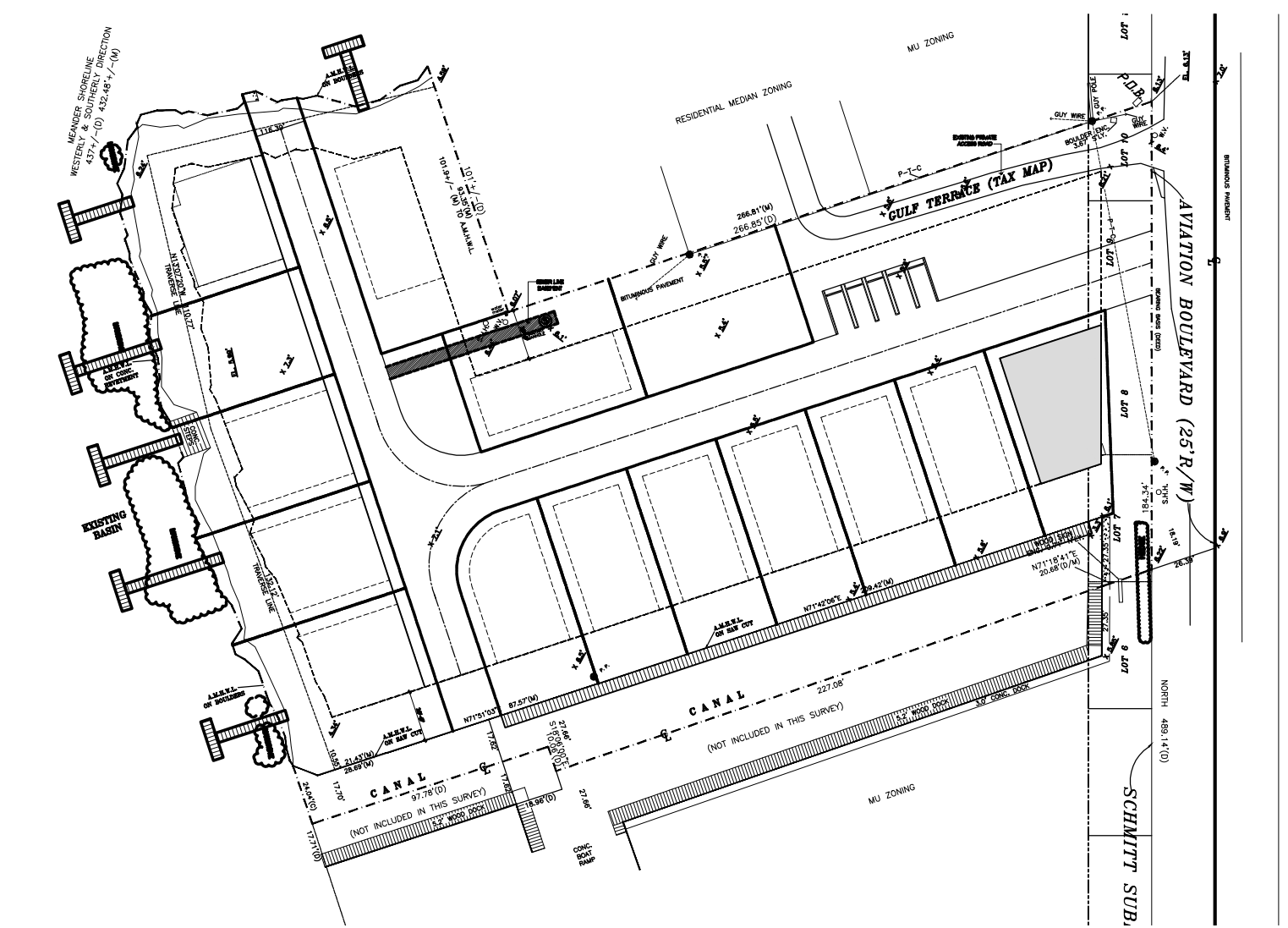
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Scale: 1/4" = 1'-0"



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



**REAR ELEVATION**  
Scale: 1/4" = 1'-0"



**KEY PLAN - UNIT A-2**  
Scale: 1/64" = 1'-0"

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PROJECT TITLE: **PROPOSED SITE PLAN FOR: LUIS ALONSO - TERRACE RESIDENCES**

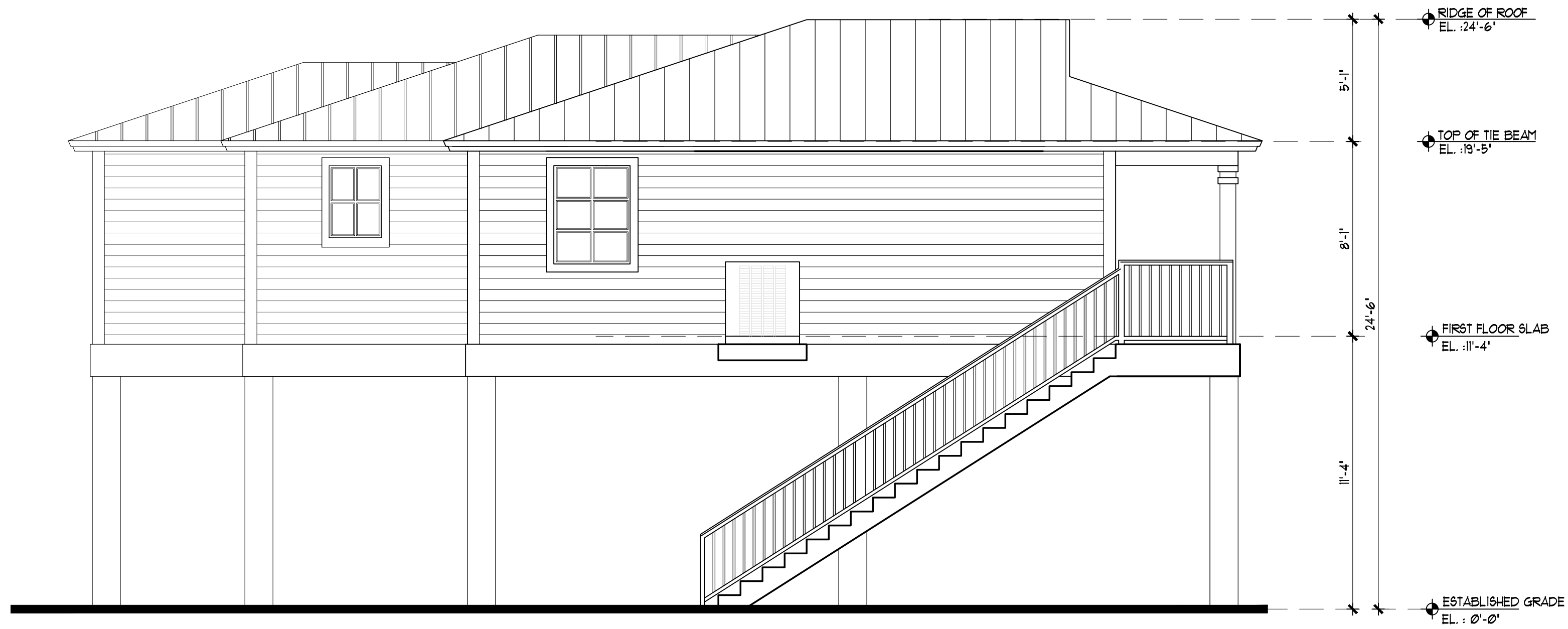
PROJECT LOCATION: MARATHON KEY MARATHON KEY FL 33050

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SEAL

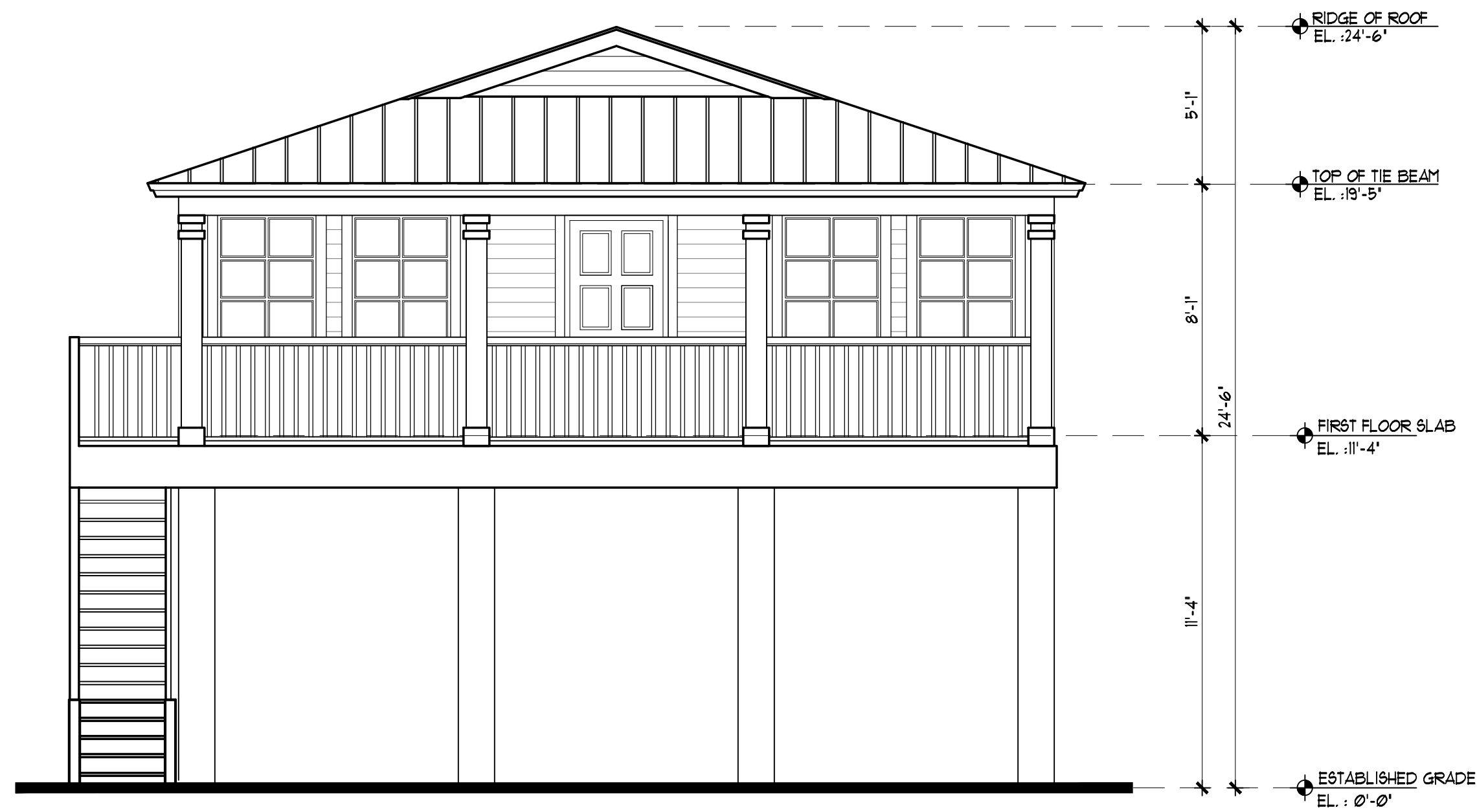
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**A-3.02**  
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CHECKED E.A.C. Sr.  
DATE AUG 19 2016  
SCALE 5/16" = 1'-0"  
JOB No. 2016-006



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



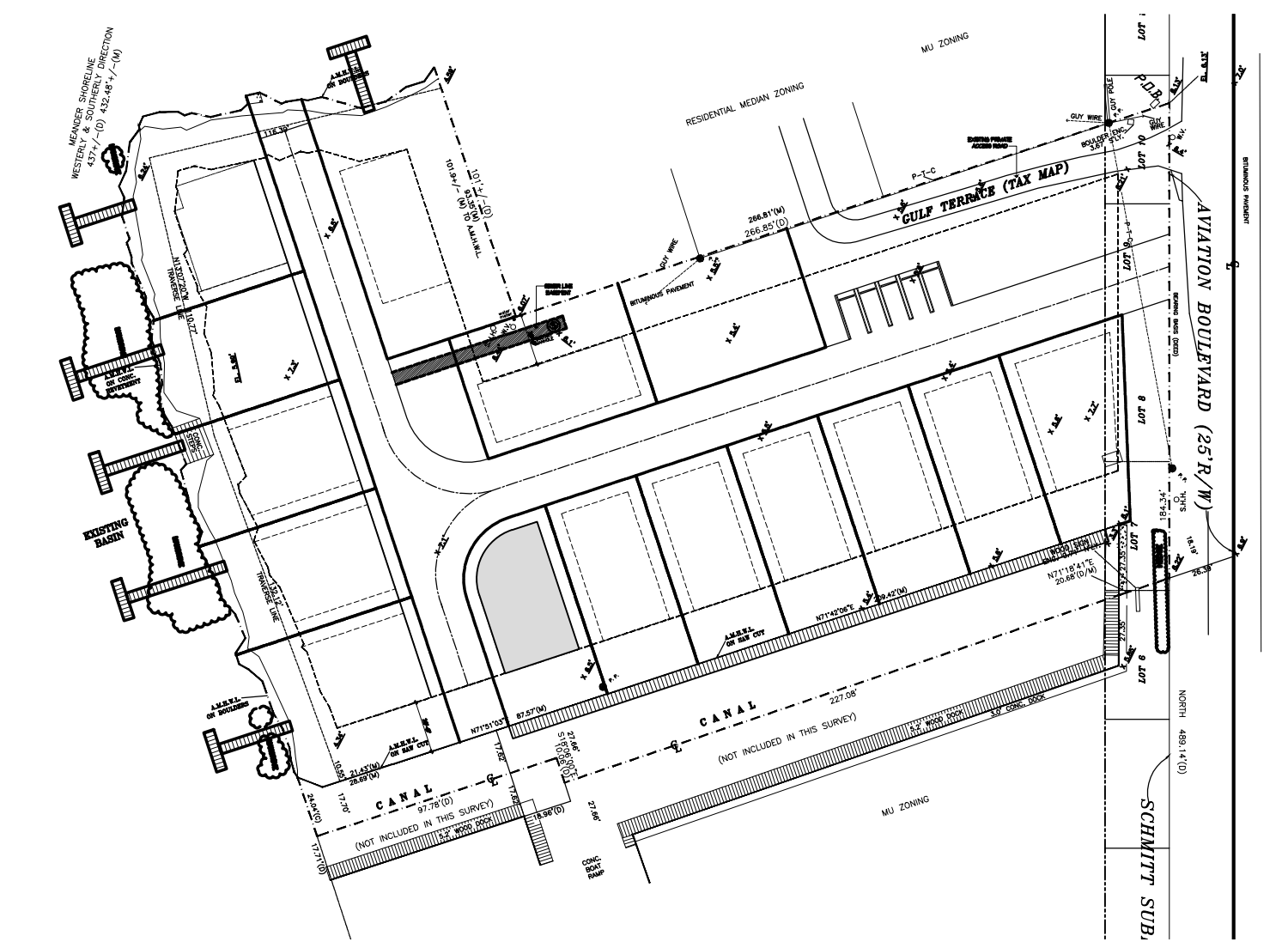
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Scale: 1/4" = 1'-0"



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



**REAR ELEVATION**  
Scale: 1/4" = 1'-0"



**KEY PLAN - UNIT A-3**  
Scale: 1/64" = 1'-0"

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PROPOSED SITE PLAN FOR:  
**LUIS ALONSO - TERRACE RESIDENCES**

PROJECT LOCATION  
MARATHON KEY  
MARATHON KEY FL 33050

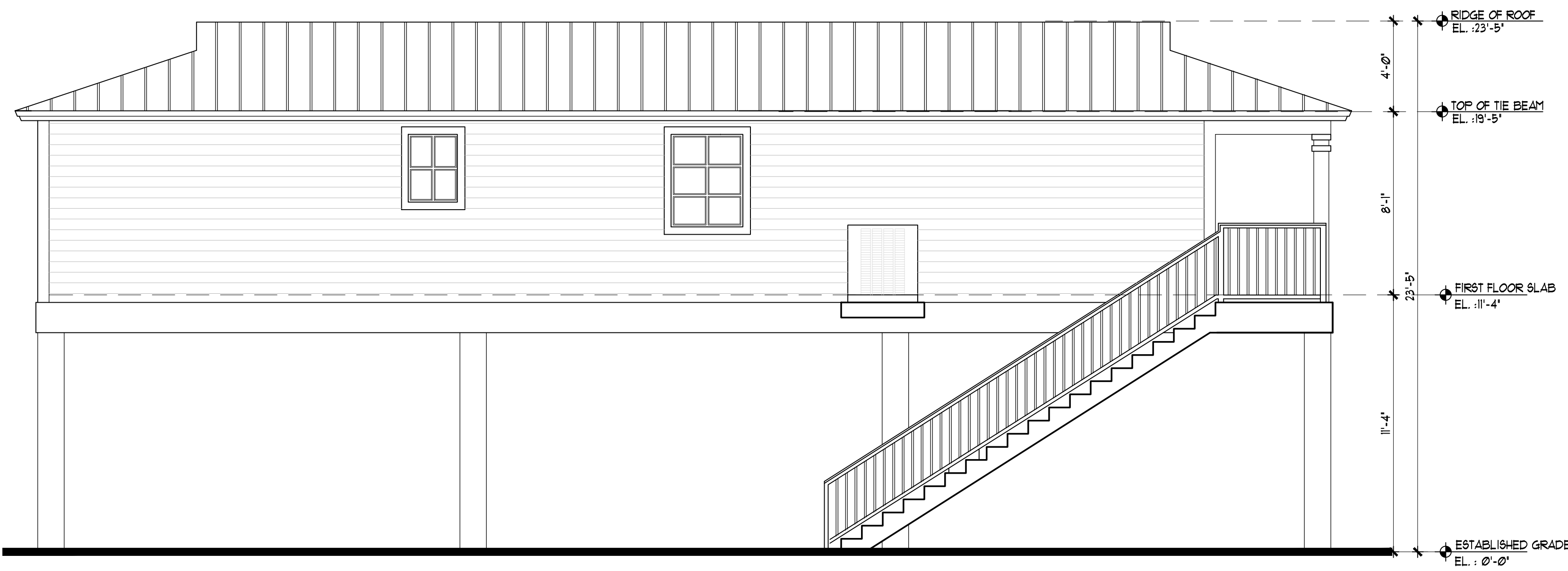
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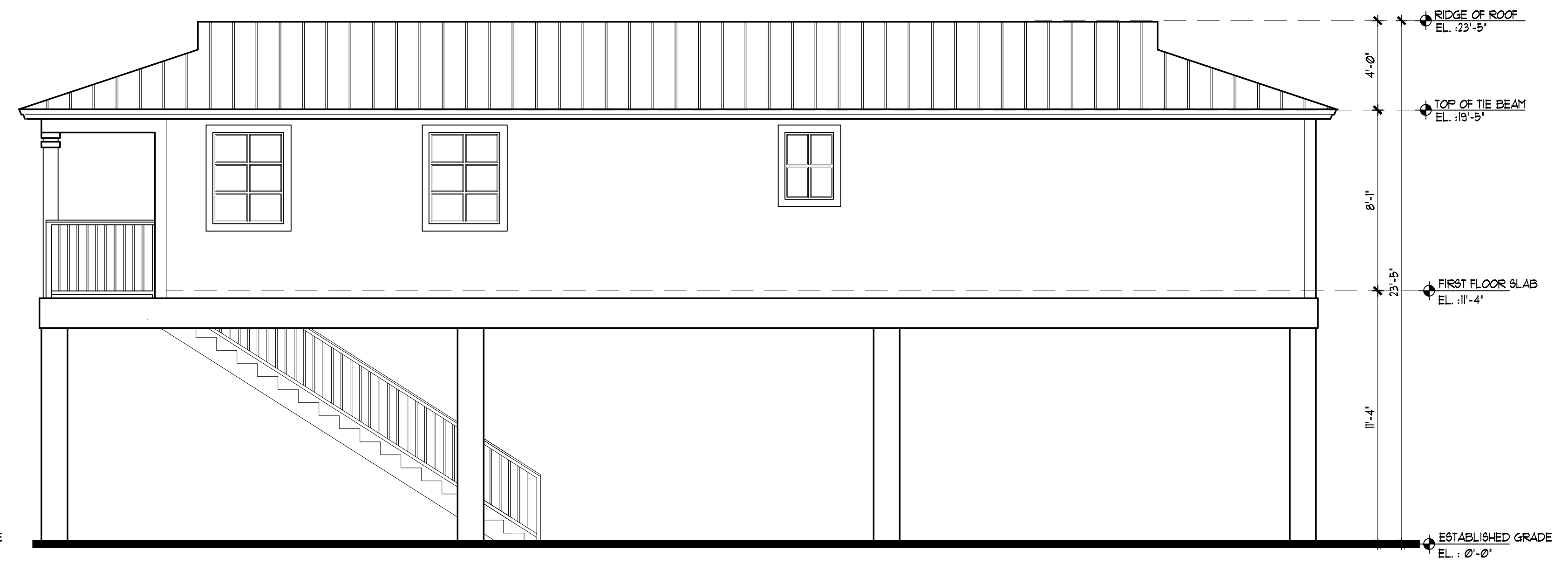
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SHEET No.  
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CHECKED E.A.C. Sr.  
DATE AUG 19 2016  
SCALE SHOWN  
JOB No. 2016-006

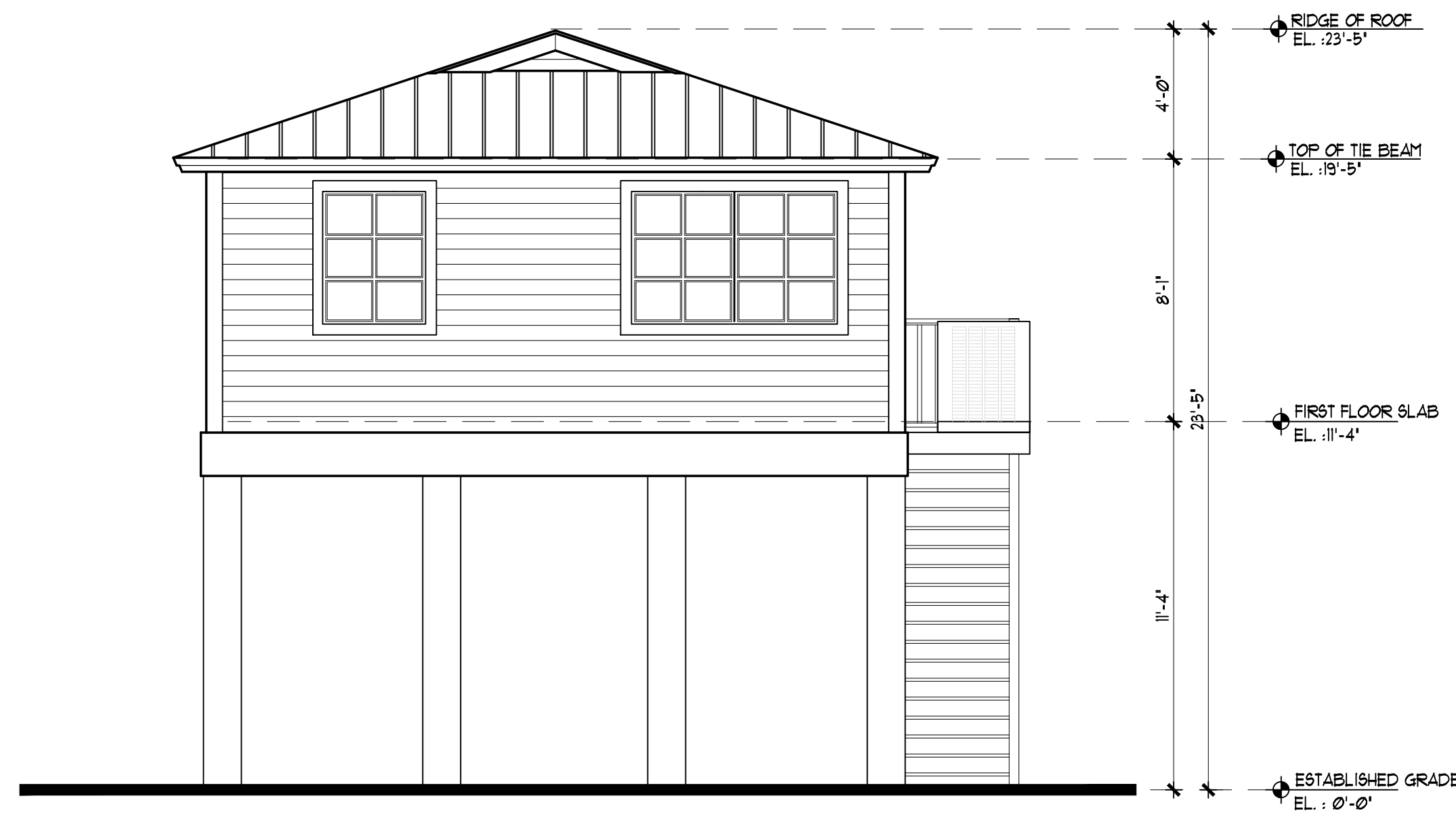




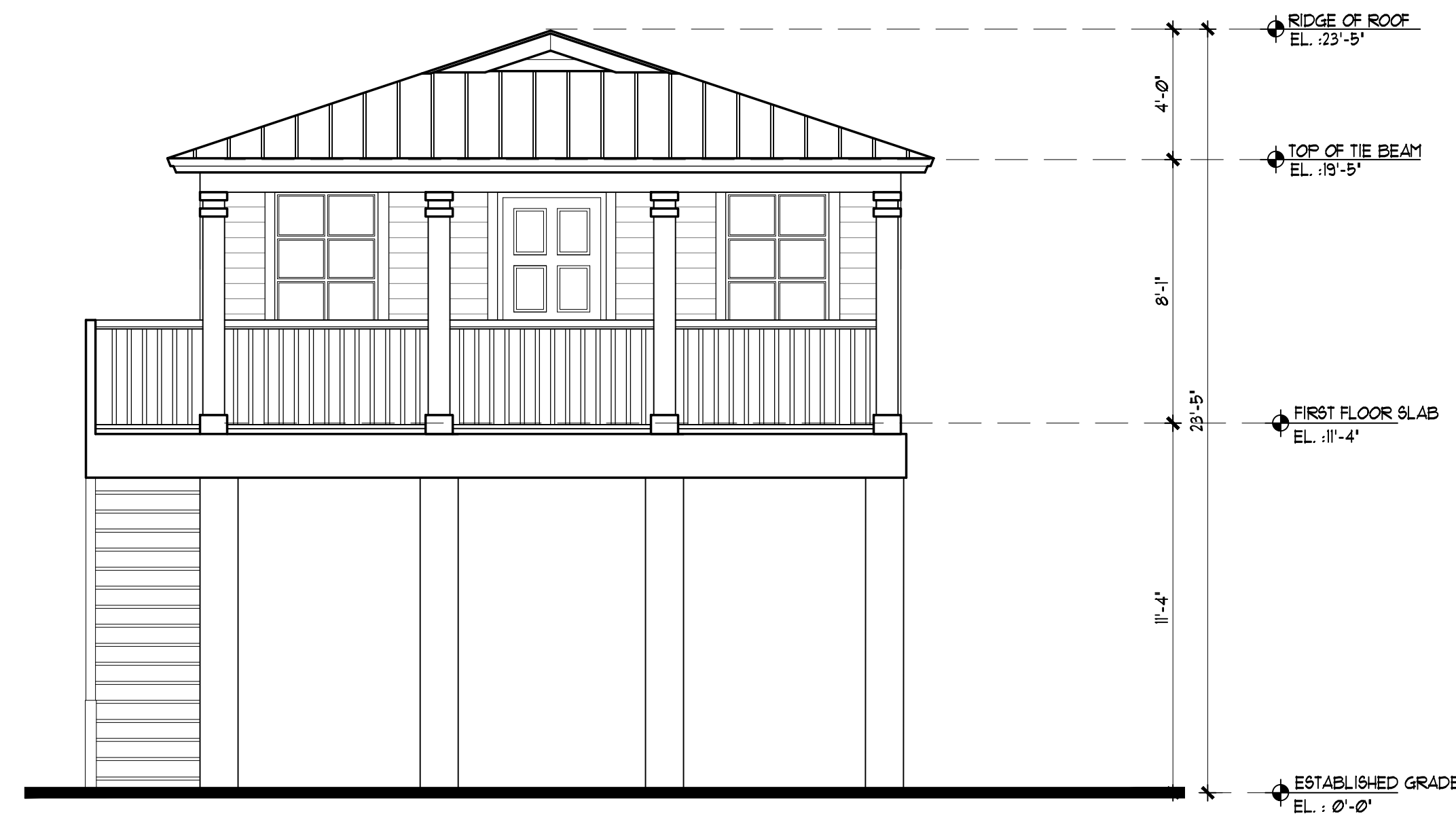
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Scale: 1/4" = 1'-0"



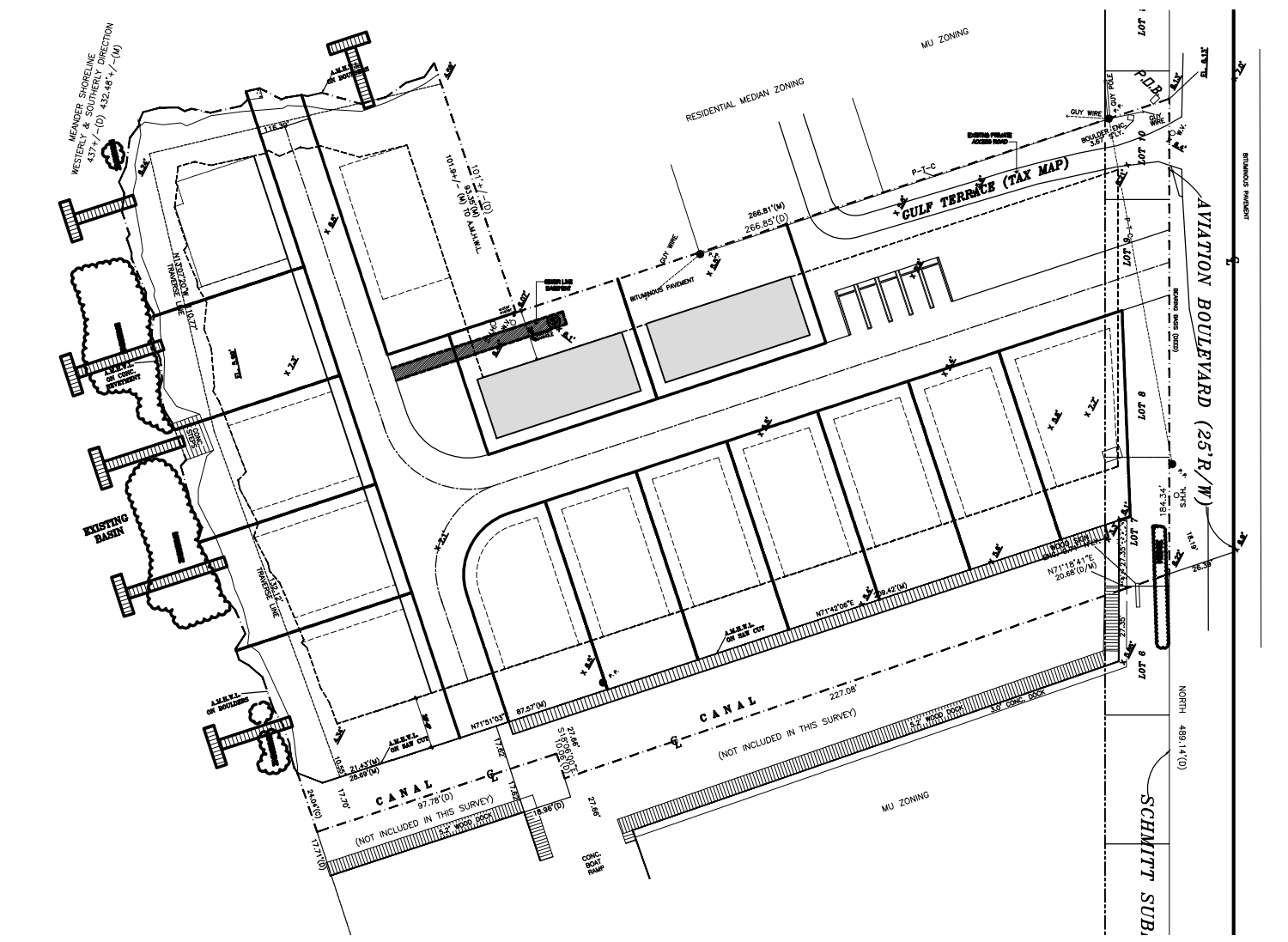
**SIDE ELEVATION**  
Scale: 1/4" = 1'-0"



**REAR ELEVATION**  
Scale: 1/4" = 1'-0"



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



**KEY PLAN - UNIT B-1**  
SCALE: 1/64" = 1'-0"

REVISIONS	BY	REVISIONS	BY

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PROPOSED SITE PLAN FOR:  
**LUIS ALONSO - TERRACE RESIDENCES**

PROJECT LOCATION  
MARATHON KEY  
MARATHON KEY FL 33050

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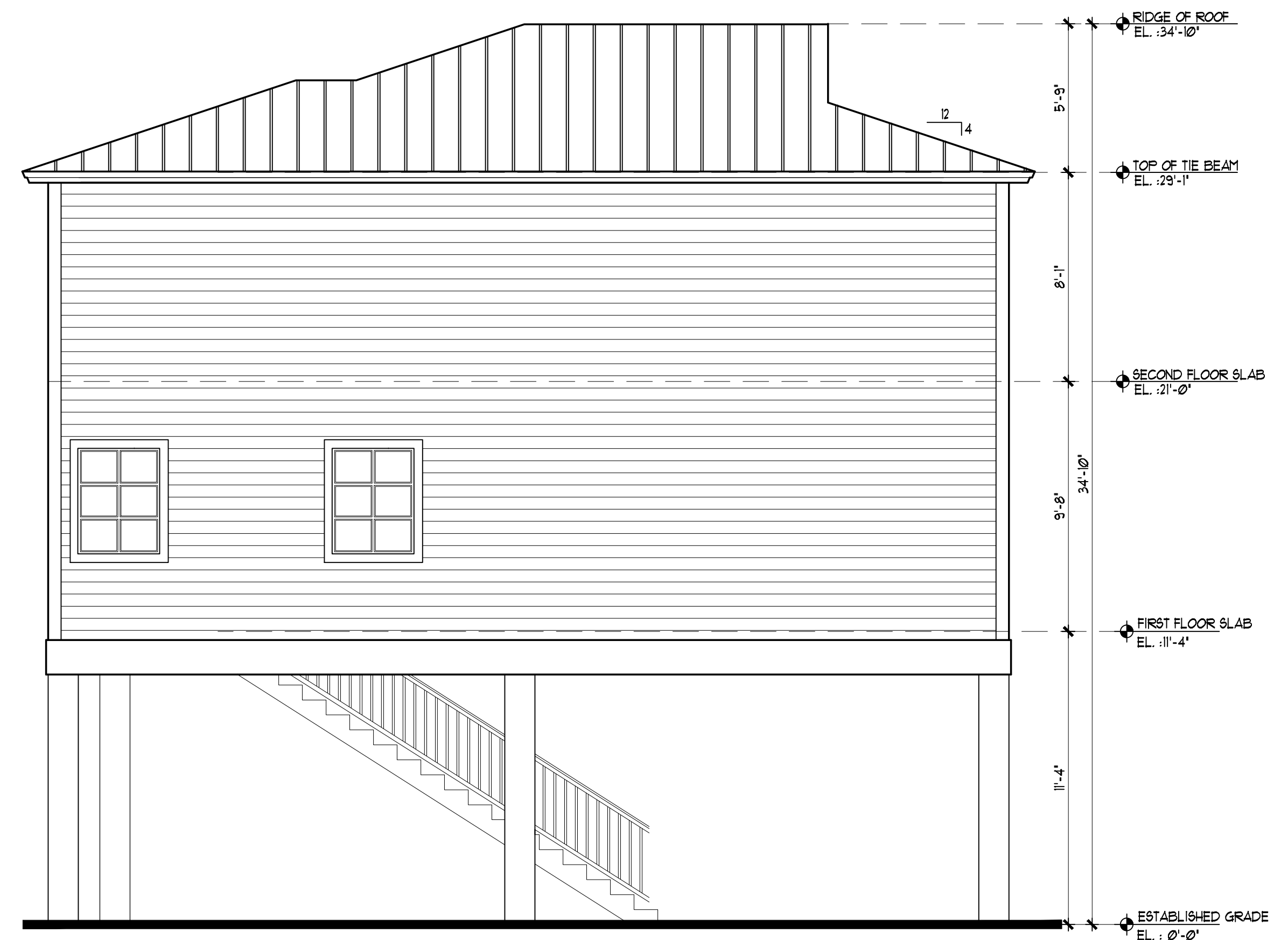
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SHEET No.  
**ELEVATIONS**  
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DRAIN E.A.C. Jr.  
CHECKED E.A.C. Sr.  
DATE AUG 19 2016  
SCALE 5/16" = 1'-0"  
JOB No. 2016-006



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



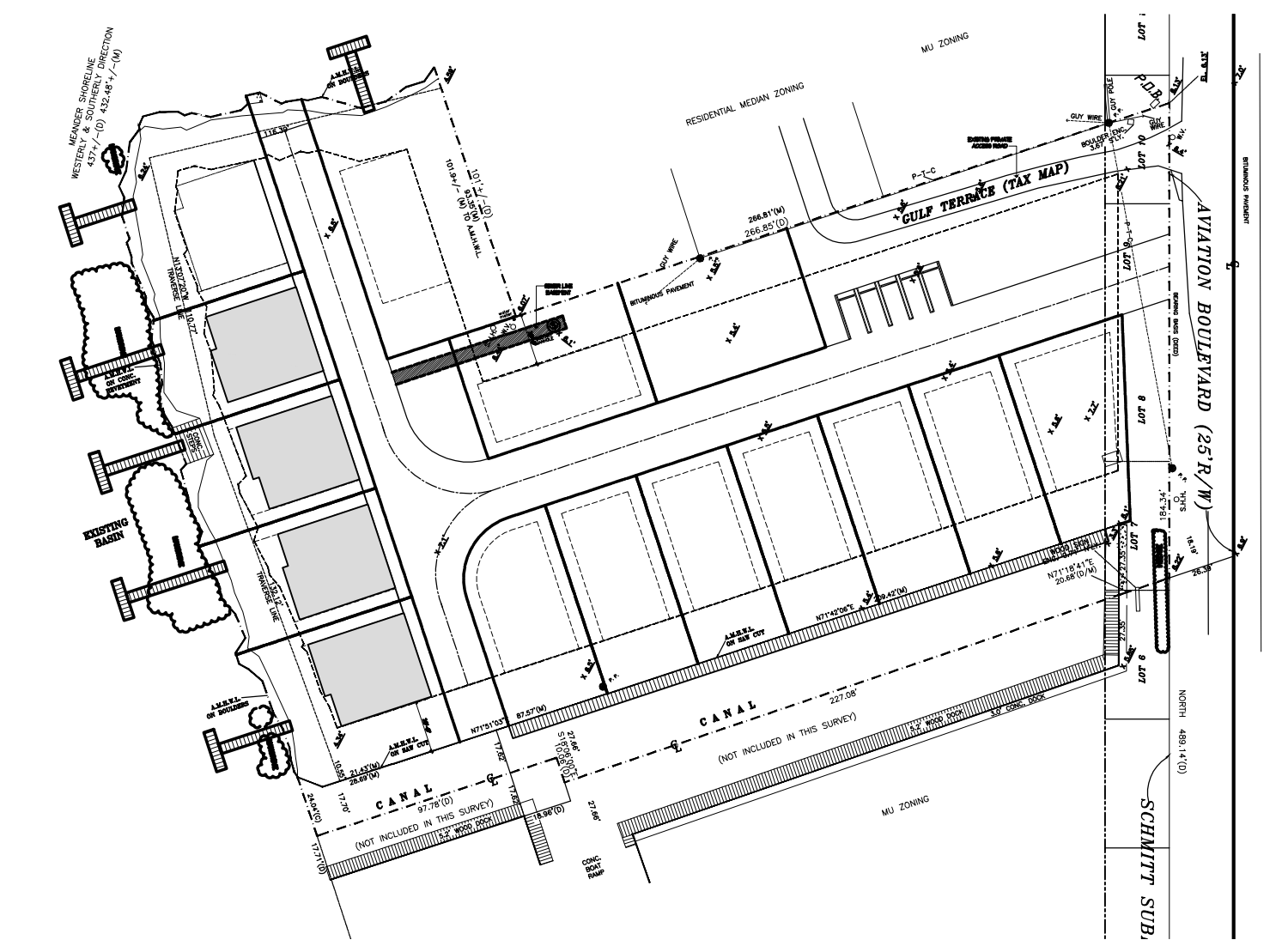
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Scale: 1/4" = 1'-0"



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



**REAR ELEVATION**  
Scale: 1/4" = 1'-0"



**KEY PLAN - UNIT A-1**  
Scale: 1/64" = 1'-0"

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PROPOSED SITE PLAN FOR:  
**LUIS ALONSO - TERRACE RESIDENCES**

PROJECT LOCATION  
MARATHON KEY  
MARATHON KEY FL 33050

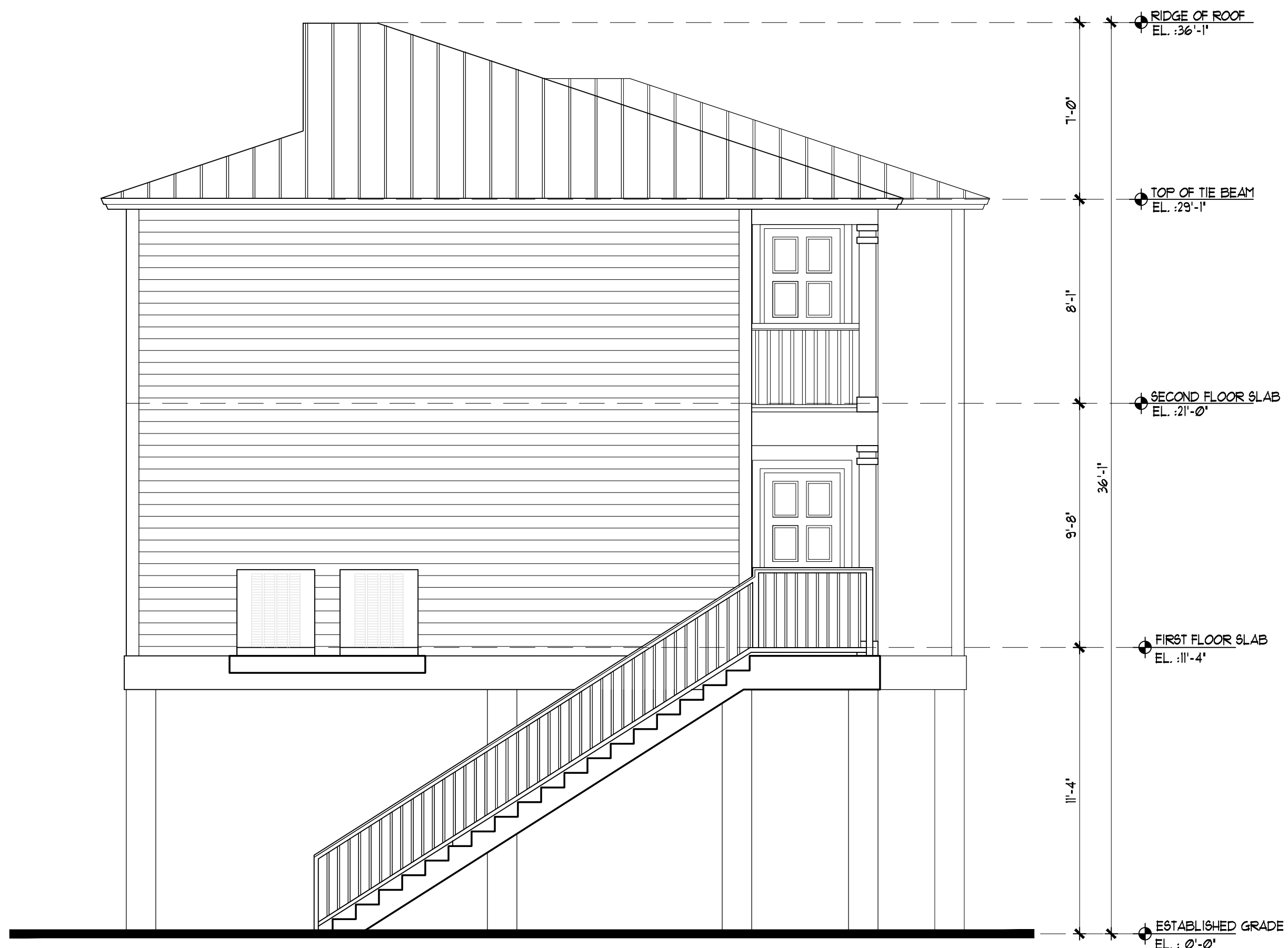
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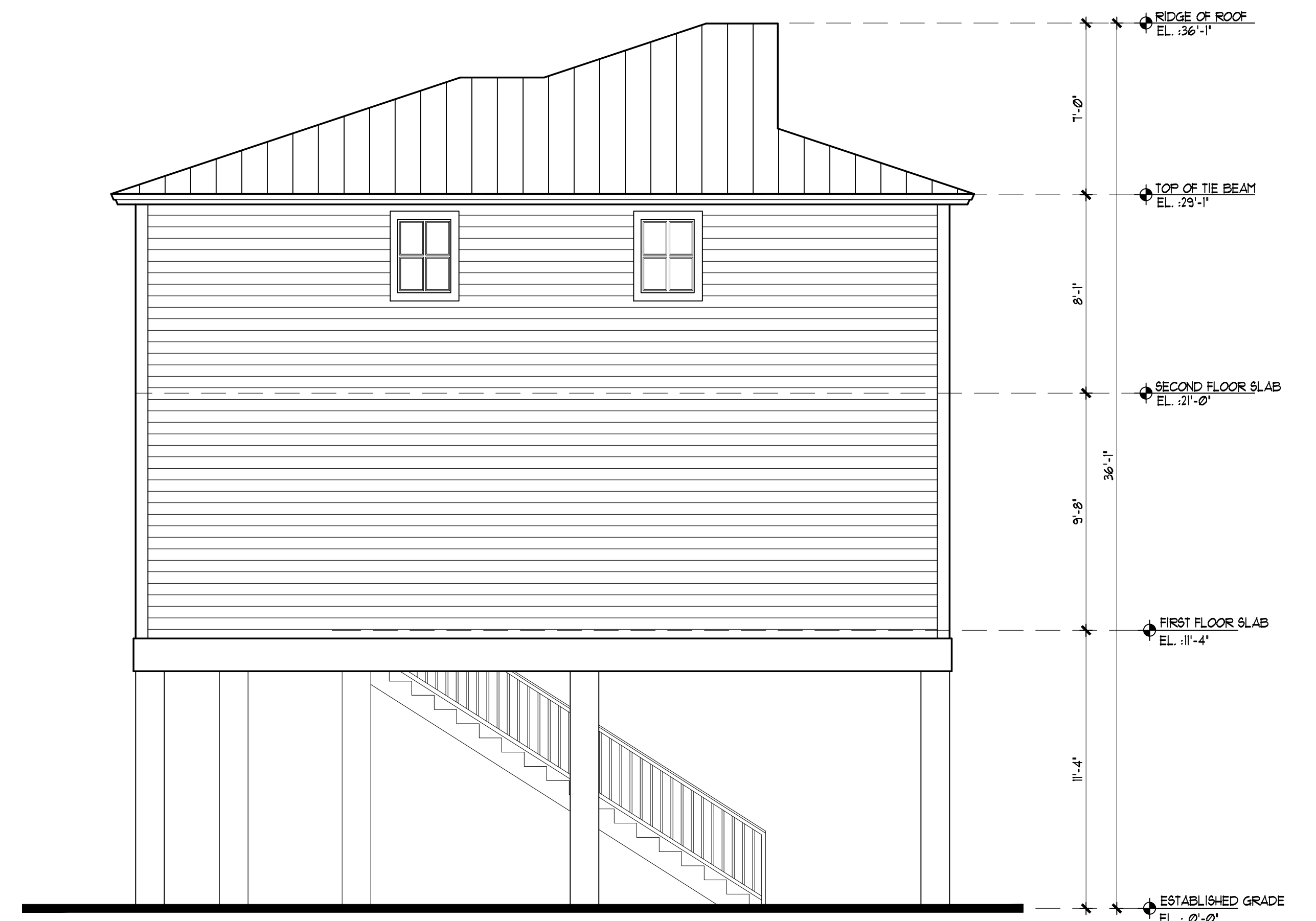
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SHEET No.  
**ELEVATIONS**  
**A-3.05**  
DRAIN E.A.C. Jr.  
CHECKED E.A.C. Sr.  
DATE AUG 19 2016  
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JOB No. 2016-006





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



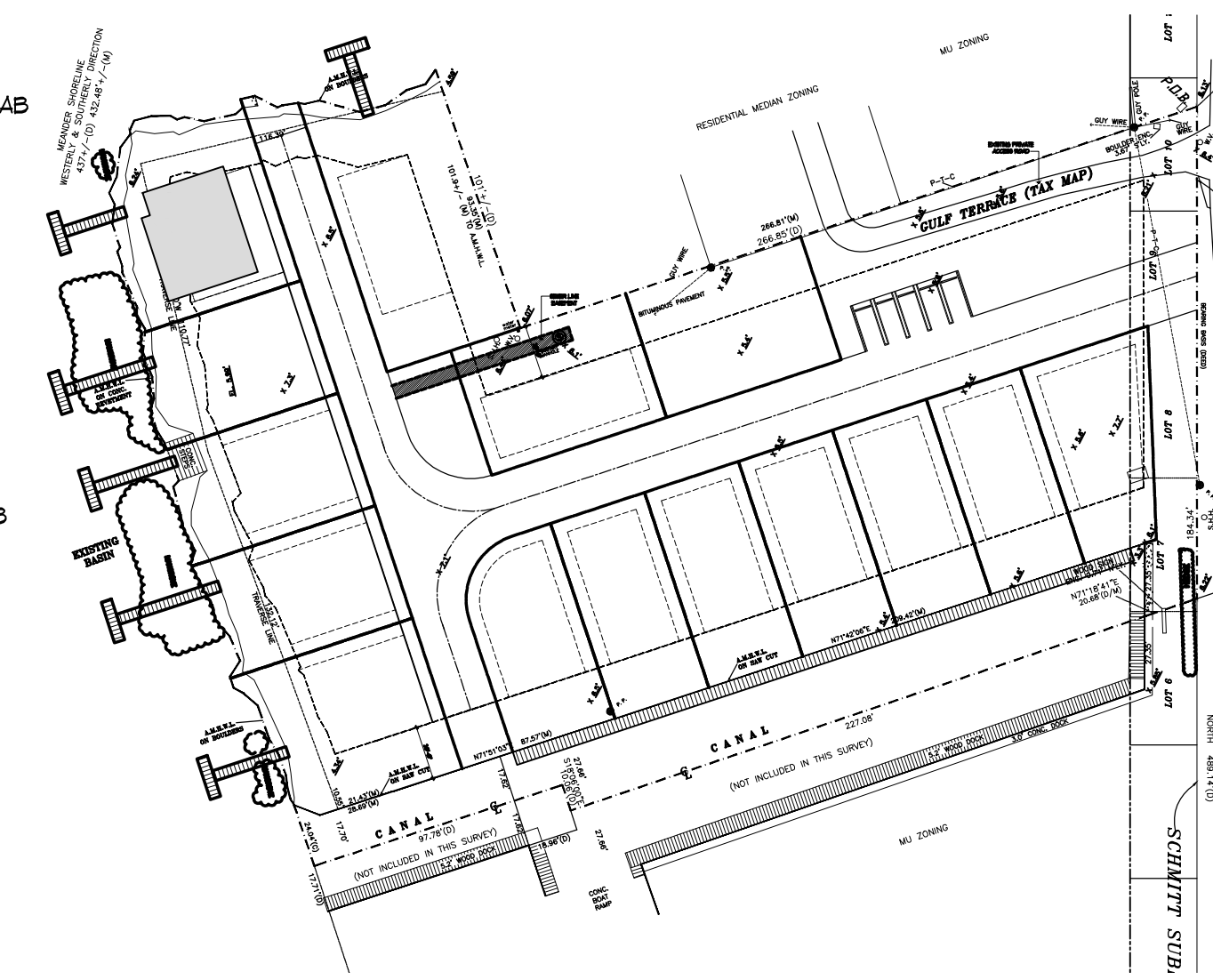
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Scale: 1/4" = 1'-0"



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



**REAR ELEVATION**  
Scale: 1/4" = 1'-0"



**KEY PLAN - UNIT C-2**  
Scale: 1/64" = 1'-0"

REVISIONS	BY	REVISIONS	BY

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PROJECT TITLE  
**PROPOSED SITE PLAN FOR:  
 LUIS ALONSO - TERRACE RESIDENCES**

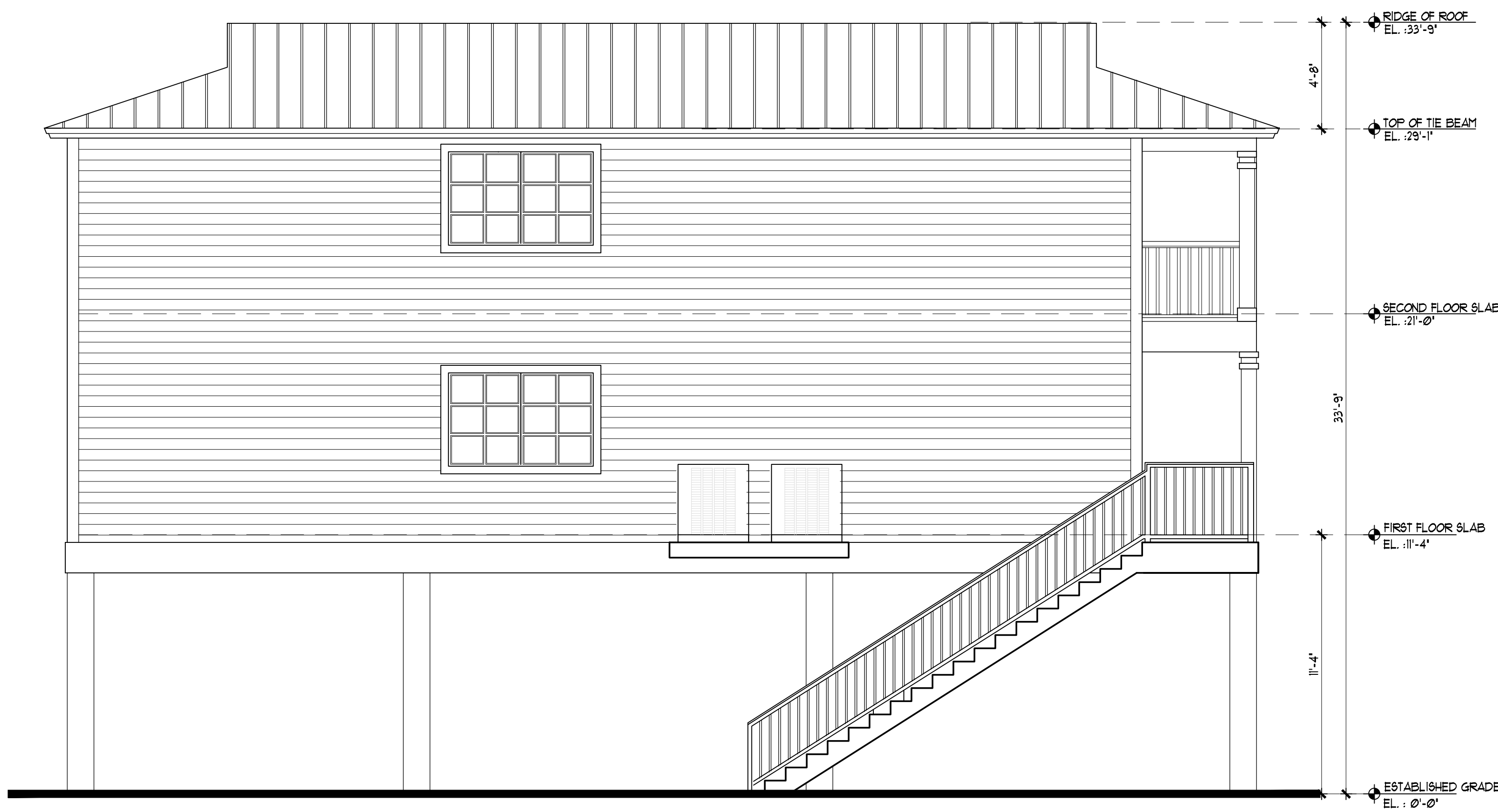
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SHEET No.  
**ELEVATIONS**  
**A-3.06**  
 DRAIN E.A.C. Jr.  
 CHECKED E.A.C. Sr.  
 DATE AUG 19 2016  
 SCALE 5/16" = 1'-0"  
 JOB No. 2016-006



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



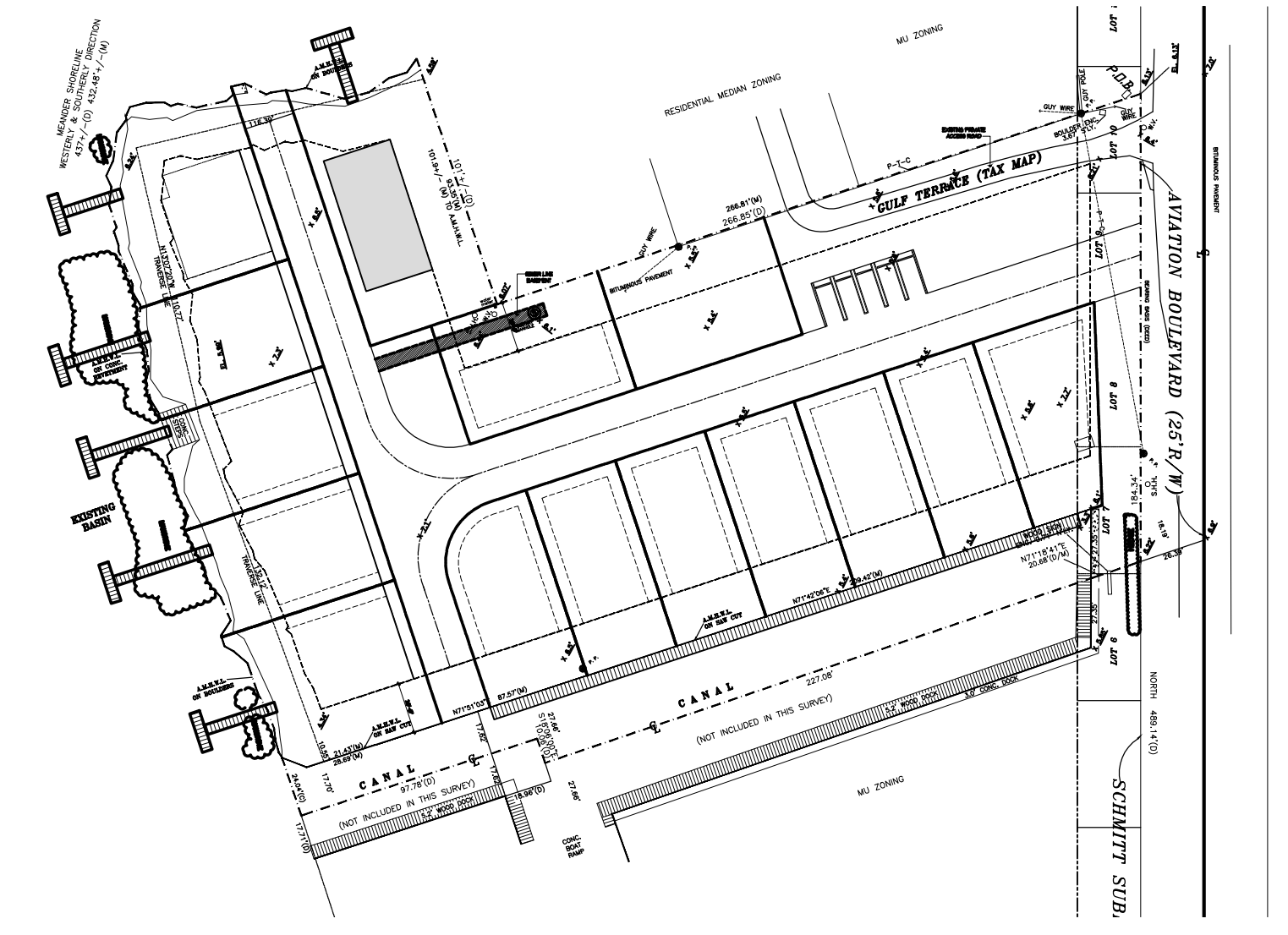
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Scale: 1/4" = 1'-0"



**REAR ELEVATION**  
Scale: 1/4" = 1'-0"



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



**KEY PLAN - UNIT C-3**  
Scale: 1/64" = 1'-0"

REVISIONS	BY	REVISIONS	BY

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PROPOSED SITE PLAN FOR:  
**LUIS ALONSO - TERRACE RESIDENCES**  
PROJECT TITLE  
PROJECT LOCATION: MARATHON KEY MARATHON KEY FL 33050

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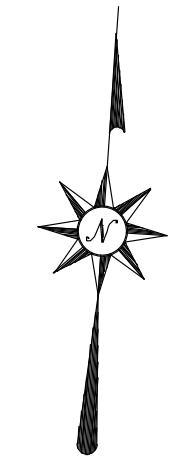
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SHEET No.  
**ELEVATIONS**  
**A-3.07**  
DRAIN E.A.C. Jr.  
CHECKED E.A.C. Sr.  
DATE AUG 19 2016  
SCALE 5/16" = 1'-0"  
JOB No. 2016-006



SHEET INDEX

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



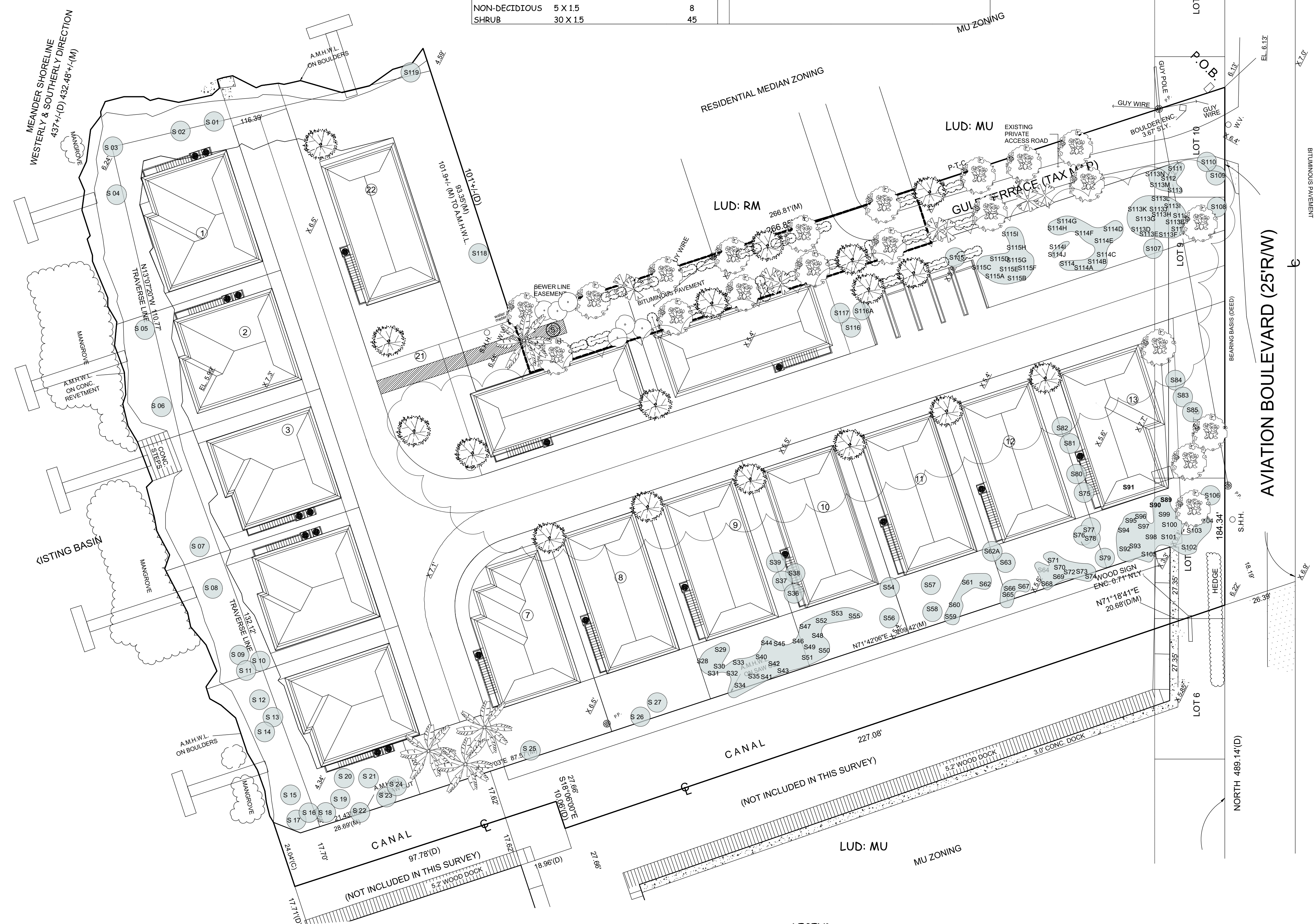
MARATHON CITY CODE: LANDSCAPE REQUIREMENTS			
SECTION 107.65: SITE INTERIOR LANDSCAPE		SECTION 107.66 PARKING AREA	
STANDARD: 25% OF DEVELOPED AREA COMPLIANCE VARIES PER PARCEL. 25% MINIMUM PROVIDED		STANDARD NOT APPLICABLE	
SECTION 107.70: LANDSCAPE BUFFER		SECTION 107.701: STREETSCAPE TREATMENT	
TYPE: RH	LINEAR FEET: 150	STREETSCAPE: CITY ROW AVIATION BLVD	
WIDTH: 10 TO 20'	WAIVER REQUESTED DUE TO EASEMENT	WIDTH: 10'	LINEAR FEET: 134'
TYPE	STANDARD	REQUIRED	REQUIRED
CANOPY	10 X 1.5	15	3
UNDERSTORY	5 X 1.5	8	
NON-DECIDUOUS	5 X 1.5	8	
SHRUB	30 X 1.5	45	

CITY OF MARATHON CODE: LANDSCAPE COMPLIANCE				
SECTION 107.65: SITE INTERIOR LANDSCAPE		SECTION 107.66 PARKING AREA		
REQUIRED %	AVAILABLE LS AREA:	NOT REQUIRED		
0.25 BUILDABLE AREA	(UPLAND - BUILDABLE)	PARKING LOCATED BENEATH RESIDENCES - TWO PER LOT		

PARCEL ANALYSIS				
PARCEL	UPLAND AREA	BUILDABLE AREA	0.25 BA REQ'D	AVAILABLE AREA
LOT 1	3,562 +/-	1,196 SF +/-	299 SF	2,366 SF
LOT 2	2,391 +/-	1,041 SF +/-	260 SF	1,350 SF
LOT 3	2,555 +/-	1,166 SF +/-	291 SF	1,289 SF
LOT 4	2,654 +/-	1,234 SF +/-	308 SF	1,420 SF
LOT 5	2,587 +/-	1,091 SF +/-	273 SF	1,496 SF
LOT 6	3,374 +/-	1,156 SF +/-	289 SF	2,218 SF
LOT 7	2,561 +/-	1,183 SF +/-	296 SF	1,378 SF
LOT 8	2,484 +/-	1,137 SF +/-	285 SF	1,349 SF
LOT 9	2,484 +/-	1,137 SF +/-	285 SF	1,349 SF
LOT 10	2,484 +/-	1,137 SF +/-	285 SF	1,349 SF
LOT 11	2,484 +/-	1,137 SF +/-	285 SF	1,349 SF
LOT 12	2,484 +/-	1,137 SF +/-	285 SF	1,349 SF
LOT 13	3,710 +/-	1,334 SF +/-	284 SF	2,376 SF
LOT 14	3,624 +/-	1,124 SF +/-	281 SF	2,500 SF W/EASEMENT
LOT 15	2,336 +/-	1,022 SF +/-	255 SF	1,314 SF W/EASEMENT
LOT 16	2,336 +/-	1,026 SF +/-	256 SF	1,310 SF W/EASEMENT
LOT 17	2,336 +/-	1,030 SF +/-	257 SF	1,306 SF W/EASEMENT
LOT 18	2,336 +/-	1,034 SF +/-	258 SF	1,302 SF W/EASEMENT
LOT 19	2,336 +/-	1,038 SF +/-	259 SF	1,298 SF W/EASEMENT
LOT 20	1,850 +/-	1,017 SF +/-	254 SF	833 SF W/EASEMENT
LOT 21	2,431 +/-	1,017 SF +/-	254 SF	1,414 SF W/EASEMENT
LOT 22	3,525 +/-	1,104 SF +/-	276 SF	2,421 SF

SECTION 107.70: LANDSCAPE BUFFER						
TYPE	EXISTING NATIVE	EXISTING NON-NATIVE	PROPOSED * NATIVE	PROPOSED * NON-NATIVE	TOTAL	REQUIRED
CANOPY	0	0	15	0	15	15
UNDERSTORY	0	0	10	0	10	10
NON-DECIDUOUS	0	0	9	0	9	8
SHRUB	0	0	57	0	57	45

SECTION 107.701: STREETSCAPE TREATMENT - Aviation Blvd						
TYPE	EXISTING NATIVE	EXISTING NON-NATIVE	PROPOSED * NATIVE	PROPOSED * NON-NATIVE	TOTAL	REQUIRED
CANOPY	4	0	0	0	4	3
UNDERSTORY	N/R	N/R	N/R	N/R	N/R	N/R
ACCENT	N/R	N/R	N/R	N/R	N/R	N/R



**LEGEND:**

PLANT NUMBER SEE PP-03	EXISTING NATIVE TO REMAIN	CANOPY TREE	UNDERSTORY TREE	DECIDUOUS TREE SMALL (PALM)	DECIDUOUS TREE LARGE (PALM)	ACCENT/UNDERSTORY TREE	NATIVE SHRUB HEDGE	NATIVE SHRUB
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UNDERSTORY TREES & NON-DECIDUOUS TREES		
COMMON NAME	Botanical Name	Status
JAMAICAN CAPER	Capparis cynophallophora	Native
PITCH APPLE	Clusia rosea	Native
SIMPSON STOPPER	Myrcianthes fragrans	Native
THATCH PALM	Thrinax radiata	Native
SWEET ACACIA	Acacia farnesiana	Native

SHRUBS		
COMMON NAME	Botanical Name	Status
SILVER BUTTWOOD	Conocarpus erectus sericeus	Native
COCOPALM	Chrysobalanus icaco 'Redtip'	Native
COCOPALM (dwarf)	Chrysobalanus icaco 'Horizon'	Native
NATAL PLUM	Carissa macrocarpa	Native -flower
FIRE BUSH (dwarf)	Hamelia patens (glabra)	Native -flower
SAW PALMETTO	Serenoa repens	Serenoa repens
GOLDEN DEWDROP	Duranta repens	Native -flower
COCOPALM (dwarf)	Chrysobalanus icaco (dwarf)	Non-native
NECKLACE POD	Sophora tomentosa	Native -flower
WILD LIME	Zanthoxylum fagara	Native -flower
BAY CEDAR	Suriana maritima	Native
LOCUSTBERRY	Brysonima lucida	Native
SEA LAVENDER	Tournefortia gnaphalodes	Native

CANOPY TREES		
COMMON NAME	Botanical Name	Status
GUMBO LIMBO	Bursera simaruba	Native
PIGEON PLUM	Coccoloba diversifolia	Native
SILVER BUTTWOOD	Conocarpus erectus serv.	Native
WILD TAMARIND	Lysiloma laatisiliqua	Native
JAMAICAN DOGWOOD	Piscidia piscipula	Native

CANOPY PALMS		
SENEGAL DATE	Phoenix reclinata	Non-native
ROYAL PALM	Roystonea elata	Native
SABAL PALM	Sabal Palmetto	Native

MASTER PLAN

SCALE: 1"=20'

**MARATHON HOUSING**  
AVIATION BLVD.  
MARATHON, FLORIDA

**Mitchell Planning & Design, Inc.**  
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Revisions:

01.23.17	Lots 8 to 19 per Density Reduction

Date:	08.15.16
Scale:	As Noted
File:	16-AL-001
Drawn:	BM
Sheet:	

PP 01







**MASTER TREE LIST - SETBACKS**

#	LOT	Common Name	Botanical Name	Overall Height	Dispositiion
S-1	1	Green Buttonwood	Conocarpus erectus	16" dbh	To Remain Protect
S-2	1	Green Buttonwood	Conocarpus erectus	11" dbh	To Remain Protect
S-3	1	Green Buttonwood	Conocarpus erectus	13" dbh	Arborist Review
S-4	1	Green Buttonwood	Conocarpus erectus	13" dbh	To Remain Protect
S-5	2	Blackbead	Pithecellobium keyense	28'0"	CLUSTER -To Remain Protect
S-6	3	Blackbead	Pithecellobium keyense	10'0"	To Remain Protect
S-7	4	Blackbead	Pithecellobium keyense	8'0"	CLUSTER -To Remain Protect
S-8	4	Blackbead	Pithecellobium keyense	9'0"	CLUSTER -To Remain Protect
S-9	5	Blackbead	Pithecellobium keyense	8'0"	To Remain Protect
S-10	5	Blackbead	Pithecellobium keyense	6'0"	To Remain Protect
S-11	5	Blackbead	Pithecellobium keyense	4'0"	To Remain Protect
S-12	6	Blackbead	Pithecellobium keyense	7'0"	To Remain Protect
S-13	6	Blackbead	Pithecellobium keyense	8'0"	To Remain Protect
S-14	6	Blackbead	Pithecellobium keyense	12'0"	To Remain Protect
S-15	6	Green Buttonwood	Conocarpus erectus	13" dbh	To Remain Protect
S-16	6	Blackbead	Pithecellobium keyense	5'0"	To Remain Protect
S-17	6	Blackbead	Pithecellobium keyense	8'0"	To Remain Protect
S-18	6	Blackbead	Pithecellobium keyense	9'0"	To Remain Protect
S-19	6	Thatch Palm	Thrinax radiata	1" dbh	To Remain Protect
S-20	6	Thatch Palm	Thrinax radiata	1" dbh	To Remain Protect
S-21	6	Thatch Palm	Thrinax radiata	1" dbh	To Remain Protect
S-22	6	Blackbead	Pithecellobium keyense	10'0"	To Remain Protect
S-23	6	Blackbead	Pithecellobium keyense	17'0"	Arborist Review
S-24	6	Thatch Palm	Thrinax radiata	1'0"	Remove Invasive
S-25	7	Green Buttonwood	Conocarpus erectus	4" dbh	To Remain Protect
S-26	8	Blackbead	Pithecellobium keyense	6'0"	To Remain Protect
S-27	8	Blackbead	Pithecellobium keyense	13'0"	To Remain Protect
S-28	8	Blackbead	Pithecellobium keyense	10'0"	To Remain Protect
S-29	8	Darling Plum	Reynosia septentrionalis	4'0"	To Remain Protect
S-30	8	Darling Plum	Reynosia septentrionalis	7'0"	To Remain Protect
S-31	9	Gumbo Limbo	Bursera simaruba	13" dbh	To Remain Protect
S-32	9	Blackbead	Pithecellobium keyense	3'0"	To Remain Protect
S-33	9	Blackbead	Pithecellobium keyense	10'0"	To Remain Protect
S-34	9	Green Buttonwood	Conocarpus erectus	4" dbh	To Remain Protect
S-35	9	Blackbead	Pithecellobium keyense	9'0"	To Remain Protect
S-36	9 & 10	Thatch Palm	Thrinax radiata	1'0"	In Side Setback - save if possible
S-37	9 & 10	Blackbead	Pithecellobium keyense	7'0"	In Side Setback - save if possible
S-38	10	Thatch Palm	Thrinax radiata	7'0"	To Remain Protect
S-39	9 & 10	Blackbead	Pithecellobium keyense	8'0"	In Side Setback - save if possible
S-40	9	Thatch Palm	Thrinax radiata	12'0"	To Remain Protect
S-41	9	Blackbead	Pithecellobium keyense	16'0"	Field Locate To Remain
S-42	9	Blackbead	Pithecellobium keyense	7'0"	To Remain Protect
S-43	9	Blackbead	Pithecellobium keyense	12'0"	To Remain Protect
S-44	9	Blackbead	Pithecellobium keyense	8'0"	To Remain Protect
S-45	9	Blackbead	Pithecellobium keyense	10'0"	To Remain Protect
S-46	9 & 10	Poisonwood	Metopium toxiferum	4" dbh	Native but Toxic - Remove?
S-47	10	Poisonwood	Metopium toxiferum	4" dbh	Native but Toxic - Remove?
S-48	10	Poisonwood	Metopium toxiferum	4" dbh	Native but Toxic - Remove?
S-49	10	Blackbead	Pithecellobium keyense	17'0"	To Remain Protect
S-50	10	Blackbead	Pithecellobium keyense	15'0"	To Remain Protect
S-51	9 & 10	Blackbead	Pithecellobium keyense	16'0"	To Remain Protect
S-52	10	Blackbead	Pithecellobium keyense	8'0"	To Remain Protect
S-53	10	Blackbead	Pithecellobium keyense	9'0"	To Remain Protect
S-54	10	Blackbead	Pithecellobium keyense	9'0"	To Remain Protect
S-55	10	Poisonwood	Metopium toxiferum	5" dbh	Native but Toxic - Remove?
S-56	10	Blackbead	Pithecellobium keyense	10'0"	To Remain Protect
S-57	11	Blackbead	Pithecellobium keyense	8'0"	To Remain Protect
S-58	11	Jamaican Dogwood	Piscidia piscipula	4" dbh	To Remain Protect
S-59	11	Blackbead	Pithecellobium keyense	7'0"	To Remain Protect
S-60	11	Blackbead	Pithecellobium keyense	6'0"	To Remain Protect
S-61	11	Blackbead	Pithecellobium keyense	5'0"	To Remain Protect
S-62	11	Blackbead	Pithecellobium keyense	4'0"	To Remain Protect
S-62A	11 & 12	Gumbo Limbo	Bursera simaruba	10" dbh	To Remain Protect
S-63	12	Poisonwood	Metopium toxiferum	5" dbh	Native but Toxic - Remove?
S-64	12	Poisonwood	Metopium toxiferum	5" dbh	Native but Toxic - Remove?
S-65	11 & 12	Blackbead	Pithecellobium keyense	8'0"	To Remain Protect
S-66	12	Blackbead	Pithecellobium keyense	8'0"	To Remain Protect
S-67	12	Blolly	Guapira discolor	10'0"	To Remain Protect
S-68	12	Blackbead	Pithecellobium keyense	4'0"	To Remain Protect
S-69	12	Poisonwood	Metopium toxiferum	4" dbh	Native but Toxic - Remove?
S-70	12	Poisonwood	Metopium toxiferum	4" dbh	Native but Toxic - Remove?
S-71	12	Thatch Palm	Thrinax radiata	9'0"	To Remain Protect
S-72	12	Blackbead	Pithecellobium keyense	8'0"	To Remain Protect
S-73	12	Blackbead	Pithecellobium keyense	10'0"	To Remain Protect
S-74	12	Blackbead	Pithecellobium keyense	6'0"	To Remain Protect
S-75	12 & 13	Black Ironwood	Krugiodendron ferreum	7'0"	Field Survey Tree -To Remain?
S-76	12	Poisonwood	Metopium toxiferum	4" dbh	Native but Toxic - Remove?
S-77	12	Poisonwood	Metopium toxiferum	4" dbh	Native but Toxic - Remove?
S-78	12	Poisonwood	Metopium toxiferum	4" dbh	Native but Toxic - Remove?
S-79	12 & 13	Poisonwood	Metopium toxiferum	4" dbh	Native but Toxic - Remove?
S-80	12	Black Ironwood	Krugiodendron ferreum	3'0"	Survey & Review Location
S-81	12	Blolly	Guapira discolor	4'0"	Survey & Review Location
S-82	12 & 13	Blolly	Guapira discolor	4'0"	Survey & Review Location

**MASTER TREE LIST - SETBACKS (CONTINUED)**

#	LOT	Common Name	Botanical Name	Overall Height	Dispositiion
S-83	13	Gumbo Limbo	Bursera simaruba	6'0"	Survey & Review Location
S-84	13	Gumbo Limbo	Bursera simaruba	5'0"	Survey & Review Location
S-85	12	Blackbead	Pithecellobium keyense	13'0"	Survey & Review Location
S-86		UNASSIGNED			
S-87		UNASSIGNED			
S-88		UNASSIGNED			
S-89	13	Blackbead	Pithecellobium keyense	7'0"	Survey & Review Location
S-90	13	Thatch Palm	Thrinax radiata	2'0"	Survey & Review Location
S-91	13	Blackbead	Pithecellobium keyense	8'0"	Survey & Review Location
S-92	13	Black Ironwood	Krugiodendron ferreum	5'0"	To Remain Protect
S-93	13	Poisonwood	Metopium toxiferum	4" dbh	Native but Toxic - Remove?
S-94	13	Poisonwood	Metopium toxiferum	5" dbh	Native but Toxic - Remove?
S-95	13	Blackbead	Pithecellobium keyense	12'0"	To Remain Protect
S-96	13	Thatch Palm	Thrinax radiata	3'0"	To Remain Protect
S-97	13	Blackbead	Pithecellobium keyense	10'0"	To Remain Protect
S-98	13	Jamaican Dogwood	Piscidia piscipula	4" dbh	To Remain Protect
S-99	13	Gumbo Limbo	Bursera simaruba	4" dbh	To Remain Protect
S-100	13	Poisonwood	Metopium toxiferum	5" dbh	Native but Toxic - Remove?
S-101	13	Blackbead	Pithecellobium keyense	9'0"	To Remain Protect
S-102	13	Blackbead	Pithecellobium keyense	7'0"	To Remain Protect
S-103	13	Gumbo Limbo	Bursera simaruba	6" dbh	To Remain Protect
S-104	13	Jamaican Dogwood	Piscidia piscipula	10" dbh	To Remain Protect
S-105	13	Darling Plum	Reynosia septentrionalis	7'0"	Survey & Review Location
S-106	13	Gumbo Limbo	Bursera simaruba	4" dbh	Survey & Review Location
S-107	14 R	Jamaican Dogwood	Piscidia piscipula	10" dbh	To Remain Protect
S-108	14 R	Jamaican Dogwood	Piscidia piscipula	9" dbh	To Remain Protect
S-109	14 R	Jamaican Dogwood	Piscidia piscipula	13" dbh	To Remain Protect
S-110	14 R	Jamaican Dogwood	Piscidia piscipula	9'0"	To Remain Protect
S-111	14 R	Blolly	Guapira discolor	7'0"	Survey & Review Location
S-112	14 R	Pigeon Plum	Coccoloba diversifolia	4" dbh	Survey & Review Location
S-113	14 R	Thatch Palm	Thrinax radiata	4'0"	To Remain Protect
S-113A	14 R	Jamaican Dogwood	Piscidia piscipula	5" dbh	To Remain Protect
S-113B	14 R	Jamaican Dogwood	Piscidia piscipula	6" dbh	To Remain Protect
S-113C	14 R	Jamaican Dogwood	Piscidia piscipula	6" dbh	To Remain Protect
S-113D	14 R	Blackbead	Pithecellobium keyense	7'0"	To Remain Protect
S-113E	14 R	Blackbead	Pithecellobium keyense	2'0"	To Remain Protect
S-113F	14 R	Gumbo Limbo	Bursera simaruba	10" dbh	To Remain Protect
S-113G	14 R	Blackbead	Pithecellobium keyense	9'0"	To Remain Protect
S-113H	14 R	Blackbead	Pithecellobium keyense	8'0"	To Remain Protect
S-113I	14 R	Thatch Palm	Thrinax radiata	10"	To Remain Protect
S-113J	14 R	Thatch Palm	Thrinax radiata	10"	To Remain Protect
S-113K	14 R	Thatch Palm	Thrinax radiata	12'0"	To Remain Protect
S-113L	14 R	Thatch Palm	Thrinax radiata	10"	To Remain Protect
S-113M	14 R	Thatch Palm	Thrinax radiata	10"	To Remain Protect
S-113N	14 R	Thatch Palm	Thrinax radiata	10"	To Remain Protect
S-114	14 R	Black Ironwood	Krugiodendron ferreum	4'0"	To Remain Protect
S-114A	14 R	Blackbead	Pithecellobium keyense	4'0"	To Remain Protect
S-114B	14 R	Black Ironwood	Krugiodendron ferreum	3'0"	To Remain Protect
S-114C	14 R	Thatch Palm	Thrinax radiata	10"	To Remain Protect
S-114D	14 R	Black Ironwood	Krugiodendron ferreum	3'0"	To Remain Protect
S-114E	14 R	Poisonwood	Metopium toxiferum	4" dbh	Native but Toxic - Remove?
S-114F	14 R	Black Ironwood	Krugiodendron ferreum	3'0"	To Remain Protect
S-114G	14 R	Thatch Palm	Thrinax radiata	1'0"	To Remain Protect
S-114H	14 R	Thatch Palm	Thrinax radiata	1'0"	To Remain Protect
S-114I	14 R	Thatch Palm	Thrinax radiata	10"	To Remain Protect
S-114J	14 R	Thatch Palm	Thrinax radiata	10"	To Remain Protect
S-115	15 R	Seagrape	Coccoloba uvifera	8'0"	To Remain Protect
S-115A	15 R	Thatch Palm	Thrinax radiata	17'0"	To Remain Protect
S-115B	15 R	Thatch Palm	Thrinax radiata	11'0"	To Remain Protect
S-115C	15 R	Gumbo Limbo	Bursera simaruba	4" dbh	To Remain Protect
S-115D	15 R	Gumbo Limbo	Bursera simaruba	5" dbh	To Remain Protect
S-115E	15 R	Gumbo Limbo	Bursera simaruba	8" dbh	To Remain Protect
S-115F	15 R	Gumbo Limbo	Bursera simaruba	7" dbh	To Remain Protect
S-115G	15 R	Gumbo Limbo	Bursera simaruba	5" dbh	To Remain Protect
S-115H	15 R	Gumbo Limbo	Bursera simaruba	8" dbh	To Remain Protect
S-115I	15 R	Gumbo Limbo	Bursera simaruba	11" dbh	To Remain Protect
S-116	16R 17R	Gumbo Limbo	Bursera simaruba	5" dbh	Survey & Review Location
S-116A	16 R	Black Ironwood	Krugiodendron ferreum	2'0"	To Remain Protect
S-117	16R 17R	Gumbo Limbo	Bursera simaruba	10" dbh	Survey & Review Location
S-118	21	Jamaican Dogwood	Piscidia piscipula	6" dbh	To Remain Protect
S-119	22	Green Buttonwood	Conocarpus erectus	10" dbh	To Remain Protect

**MASTER TREE SUMMARY - IN ROW DEVELOPMENT AREA**

QTY	Common Name	Botanical Name	Overall Height	Dispositiion
40	Thatch Palm	Thrinax radiata	1' to 21'	Arborist Review May Transplant where possible
12	Blackbead	Pithecellobium keyense	1' to 14'	Remove & Mitigate
6	Gumbo Limbo	Bursera simaruba	5' to 12'	Arborist Review May Save
3	Poisonwood	Metopium toxiferum	4" dbh, 19'	Remove & Mitigate
1	Inkwood	Exothea paniculata	4' to 12'	Arborist Review May Relocate
1	Blolly	Guapira discolor	4' to 8'	Arborist Review May Save
4	Jamaica Dogwood	Piscidia piscipula	4" to 5" dbh	Remove & Mitigate
5	Saffron Plum	Sideroxylon celastrina	2' to 7'	Arborist Review May Relocate
6	Black Ironwood	Krugiodendron ferreum	2' to 7'	Arborist Review May Relocate

**MASTER TREE LIST SUMMARY - IN DEVELOPMENT AREA**

Lot	Qty - Common Name	Botanical Name	Overall Height	Dispositiion
1	-- None			
2	2 - Jamaica Dogwood	Piscidia piscipula	4" and 5" dbh	Arborist Review to Relocate
3	-- None			
4	2 - Jamaica Dogwood	Piscidia piscipula	4" and 5" dbh	Arborist Review to Relocate
5	-- None			
6	2 - Thatch Palm	Thrinax radiata	< 1'	Arborist Review to Relocate
	1 - Green Buttonwood	Conocarpus erectus	10" dbh	Remove & Mitigate
	1 - Poisonwood	Metopium toxiferum	6" dbh	Remove & Mitigate
7	-- None			
	1 - Black Ironwood	Krugiodendron ferreum	6'0"	Arborist Review to Relocate
8	1 - Gumbo Limbo	Bursera simaruba	10" dbh	Survey May Remain
	4 - Thatch Palm	Thrinax radiata	< 1' to 18'	Arborist Review to Relocate
	4 - Blackbead	Pithecellobium keyense	10' to 16'	Arborist Review to Relocate
	5 - Inkwood	Exothea paniculata	2' to 4'	Arborist Review to Relocate
	1 - Poisonwood	Metopium toxiferum	19" dbh	Remove & Mitigate
9	5 - Inkwood	Exothea paniculata	2' to 4'	Arborist Review to Relocate
	2 - Thatch Palm	Thrinax radiata	1'0"	Arborist Review to Relocate
	2 - Blackbead	Pithecellobium keyense	7' to 8'	Remove & Mitigate
	2 - Blolly	Guapira discolor	4' to 5'	Remove & Mitigate
	3 - Poisonwood	Metopium toxiferum	4" dbh to 6" dbh	Remove & Mitigate
	2 - Gumbo Limbo	Bursera simaruba	4" dbh	Arborist Review to Relocate
	2 - Black Ironwood	Krugiodendron ferreum	3'0"	Arborist Review to Relocate
	1 - Jamaica Dogwood	Piscidia piscipula	4" dbh	Arborist Review to Relocate
	4 - Poisonwood	Metopium toxiferum	4" dbh	Remove & Mitigate
	3 - Blackbead	Pithecellobium keyense	8' to 16'	Survey May Remain
	1 - Black Ironwood	Krugiodendron ferreum	12'0"	Survey May Remain
	1 - Jamaica Dogwood	Piscidia piscipula	4" and 5" dbh	Arborist Review to Relocate
	2 - Thatch Palm	Thrinax radiata	1' to 10'	Arborist Review to Relocate
11	3 - Blackbead	Pithecellobium keyense	8' to 10'	Survey May Remain
	1 - Blolly	Guapira discolor	4'0"	Remove & Mitigate
	1 - Gumbo Limbo	Bursera simaruba	7" dbh	Arborist Review to Relocate
	2 - Thatch Palm	Thrinax radiata	1'0"	Arborist Review to Relocate
12	17 - Thatch Palm	Thrinax radiata	1' to 17'	Arborist Review to Relocate
	5 - Blackbead	Pithecellobium keyense	6' to 7'	Remove & Mitigate
	1 - Inkwood	Exothea paniculata	13'0"	Remove & Mitigate
	1 - Poisonwood	Metopium toxiferum	5" dbh	Remove & Mitigate
	2 - Gumbo Limbo	Bursera simaruba	9 & 10" dbh	Arborist Review to Relocate
13	17 - Thatch Palm	Thrinax radiata	2' to 16'	Arborist Review to Relocate
	8 - Blackbead	Pithecellobium keyense	1' to 10'	Remove & Mitigate
	6 - Black Ironwood	Krugiodendron ferreum	2' to 4'	Arborist Review to Relocate
	5 - Gumbo Limbo	Bursera simaruba	4" to 6" dbh	Arborist Review to Relocate
	2 - Blolly	Guapira discolor	7'0"	Arborist Review to Relocate
	2 - Jamaica Dogwood	Piscidia piscipula	4" and 5" dbh	Arborist Review to Relocate
	3 - Poisonwood	Metopium toxiferum	4' to 7" dbh	Remove & Mitigate
14R	1 - Jamaica Dogwood	Piscidia piscipula	5' to 10'	Arborist Review to Relocate
	2 - Poisonwood	Metopium toxiferum	4' to 6" dbh	Remove & Mitigate
15R	No Impact			
16R	1 - Thatch Palm	Thrinax radiata	1' to 4'	Arborist Review to Relocate
17R	No Impact			
18R	9 - Thatch Palm	Thrinax radiata	1' to 16'	Arborist Review to Relocate
	1 - Blackbead	Pithecellobium keyense	8' to 10'	Remove & Mitigate
	1 - Poisonwood	Metopium toxiferum	5" dbh	Remove & Mitigate
	1 - Saffron Plum	Sideroxylon celastrina	5" dbh	Arborist Review to Relocate
19R	2 - Short Leaf Fig	Ficus citrifolia	6'0"	Remove &amp

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2018-116**

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

**WHEREAS**, GEM Homes LLC, (The “Applicant”) filed an Application on February 7<sup>th</sup>, 2017 for a Conditional Use Permit pursuant to Chapter 102, Article 13 of the City of Marathon Land Development Regulations (LDRs); and

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

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

**WHEREAS**, on the 29<sup>th</sup> day of March, 2017 the City of Marathon Planning Commission (the “Commission”) conducted a properly advertised public hearing (the “Public Hearings”) regarding the request submitted by the Applicant, for a Conditional Use Permit pursuant to Chapter 102, Article 13 of the LDRs; and

**WHEREAS**, and on the 25<sup>th</sup> day of April, 2017 the City Council (the “Council”) conducted properly advertised public hearings (the “Public Hearings”) regarding the request submitted by the Applicant, for a Conditional Use Permit pursuant to Chapter 102, Article 13 of the LDRs; and

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

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

**WHEREAS**, on the 16<sup>th</sup> day of April, 2018 the City of Marathon Planning Commission (the “Commission”) again conducted a properly advertised public hearing (the “Public Hearings”) regarding the request submitted by the Applicant, for a Conditional Use Permit pursuant to Chapter 102, Article 13 of the LDRs; and

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

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

**WHEREAS**; the City Council made a determination that the Applicant’s request for a 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 in 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 2018-07, a copy of which is attached hereto as Exhibit “A”, granting a Conditional Use Permit to GEM Homes LLC to develop six (6) market rate and nine (9) affordable residential units at 250 Gulf Terrace. 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.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF**

MARATHON, FLORIDA, THIS 11<sup>th</sup> DAY OF DECEMBER, 2018.

THE CITY OF MARATHON, FLORIDA



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John Bartus, Mayor

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

ATTEST:




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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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David Migut, City Attorney





**CITY OF MARATHON, FLORIDA  
CONDITIONAL USE  
DEVELOPMENT ORDER # 2018-07**

**A DEVELOPMENT ORDER APPROVING THE REQUEST FOR A CONDITIONAL USE PERMIT, FOR GEM HOMES LLC, PURSUANT TO CHAPTER 102, ARTICLE 13 OF THE CITY OF MARATHON LAND DEVELOPMENT REGULATIONS (“THE CODE”) ENTITLED “CONDITIONAL USE PERMITS” WITH PROPOSED DENSITIES OF APPROXIMATELY 15 AFFORDABLE HOUSING UNITS PER ACRE; LOCATED AT 250 GULF TERRACE; WHICH IS LEGALLY DESCRIBED AS PART OF LOT 2 & LOTS 8, 9 & PART OF LOTS 7 & 10, SCHMITT SUBDIVISION, SECTION 2, TOWNSHIP 66, RANGE 32, KEY VACCAS, MARATHON, MONROE COUNTY, FLORIDA; HAVING REAL ESTATE NUMBERS 00101340-000000 AND 00101340-000200, NEAREST MILE MARKER 51; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, GEM Homes LLC, (The “Applicant”) filed an Application on February 7<sup>th</sup>, 2017 for a Conditional Use Permit pursuant to Chapter 102, Article 13 of the City of Marathon Land Development Regulations (LDRs); and

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

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

**WHEREAS**, on the 29<sup>th</sup> day of March, 2017 the City of Marathon Planning Commission (the “Commission”) conducted a properly advertised public hearing (the “Public Hearings”) regarding the request submitted by the Applicant, for a Conditional Use Permit pursuant to Chapter 102, Article 13 of the LDRs; and

**WHEREAS**, and on the 25<sup>th</sup> day of April, 2017 the City Council (the “Council”) conducted properly advertised public hearings (the “Public Hearings”) regarding the request submitted by the Applicant, for a Conditional Use Permit pursuant to Chapter 102, Article 13 of the LDRs; and

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

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

**WHEREAS**, on the 16<sup>th</sup> day of April, 2018 the City of Marathon Planning Commission (the “Commission”) again conducted a properly advertised public hearing (the “Public Hearings”) regarding the request submitted by the Applicant, for a Conditional Use Permit pursuant to Chapter 102, Article 13 of the LDRs; and

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

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

**WHEREAS**; the City Council made a determination that the Applicant’s request for a 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 in 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 OWNER is proposing to develop six (6) market rate and nine (9) affordable residential units at 250 Gulf Terrace in accordance with site plans provided in Attachments A.
2. In accordance with Section 102.77 of the LDRs, the Commission and Council considered and determined that the OWNER 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

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 case of fire or catastrophe;
  - a. Through a proportionate "fair share" agreement, the Applicant has agreed to fund up to \$70,000 for safety improvements to the intersection at Aviation Boulevard and U.S. 1.
2. Off-street parking and loading areas where required, with particular attention to item 1 above;
3. The noise, glare or odor effects of the conditional use on surrounding properties;
4. Refuse and service areas, with particular reference to location, screening and Items 1 and 2 above;
5. Utilities, with reference to location and availability;
6. Screening and buffering with reference to type, dimensions and character;
7. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility with surrounding properties;
8. Required yards and other open space;
9. General compatibility with surrounding properties; and
10. The allocation and transfer of transient residential units (TRUs).
11. Obligations to provide adequate workforce housing.
12. Any special requirements set forth in the LDRs for the Proposed Use involved.

### **CONDITIONS IMPOSED:**

Granting approval of the Conditional Use Permit is subject to the following conditions:

- 1) The applicant will obtain approval of final landscaping and mitigation plans (as needed) and lighting plans in coordination with the City Biologist prior to building permit issuance;
- 2) The applicant will provide fire protection plans in accordance with fire protection requirements as outlined by the City Fire Marshal;
- 3) The applicant will meet all floodplain related requirements as part of the Building Permit process;
- 4) The applicant will obtain City approval of the stormwater management system prior to Building Permit issuance;
- 5) The applicant will obtain City approval for wastewater management through the City's Wastewater Utility;
- 6) The applicant will obtain sign permits for any signs erected on the property, as required under the Code; and
- 7) The Conditional Use Development Order will constitute the Certificate of Concurrency for the project. The determination will be valid for one year.
- 8) Staff requires that upon planning review, if the redevelopment is found to have any

effect on the Eastern Indigo Snake/Hammock Habitat, then the prescribed protection measures must be undertaken, and the information poster posted on site.

- 9) Should it be found that inadequate on-site parking causes a recurring traffic hazard or a nuisance off-site, the owner shall be responsible for increasing the number of parking spaces or decreasing the need for parking spaces.
- 10) A Final Landscape Plan must be submitted showing the proper treatments and buffers, including the appropriate treatment types and trees.
- 11) A Final Site Plan must be submitted showing the buildings meeting the required setbacks, parking locations, and access drives.
- 12) The final site plan must show that the dumpsters are screened, and located for easy access and waste removal.
- 13) The final site plan must show the required parking spaces with dimensions located under the town homes prior to permit issuance.
- 14) The final site plan must show adequate bike racks for the project prior to permit issuance.
- 15) The Affordable units must be built first or at least simultaneous with the market rate units.
- 16) The affordable units must be deed restricted prior to issuance of certificate of occupancy.
- 17) The applicant will commit 10% of the costs or not more than \$70,000, whichever is less to the potential improvement of the intersection at Aviation Boulevard and U.S Highway 1.
- 18) Two (2) side yards are required for stacked duplexes.
- 19) Townhouses are limited to ten (10) dwelling units per row, except for affordable housing.
- 20) The private yard area for rooftop balcony dwelling is provided by the roof or balconies of the structure.
- 21) The total area of the mixed-use or commercial apartments, including patios and access way shall not exceed the area covered by the ground floor and any covered walks or arcades.
- 22) Each unit shall have access to a balcony or patio that is separate from the access to the unit, provides adequate privacy and the size shall be two-tenths (2/10) of unit floor area or a minimum of 60 square feet in size.
- 23) The patio area may be wholly or partially replaced by the provision of a recreation yard provided on site. Recreational yards shall be a minimum one-tenth (1/10) of unit floor area.
- 24) The Applicant must obtain and transfer nine (9) affordable housing units and six (6) market rate units, to be transferred via the Transfer of Building Rights (TBR's), BPAS process, or any other legally established process prior to building permit issuance. **THE APPROVAL OF THE REQUESTED CONDITIONAL USE PERMIT DOES NOT CONVEY OR GRANT A VESTED RIGHT OR ENTITLEMENT TO FUTURE ALLOCATIONS BY THE CITY OF ANY MARKET RATE RESIDENTIAL UNITS NOT CURRENTLY IN POSSESSION BY THE APPLICANT AS REFERENCED IN THE PROPOSED CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT.**



- 25) The Applicant is required to provide an Avigation Easement in a form acceptable to Monroe County and the City Attorney.
- 26) The Conditional Use Development Order will constitute the Certificate of Concurrency for the project. The determination will be valid for one year.

**VIOLATION OF CONDITIONS:**

The OWNER 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 City Code and LDRs, the Council may revoke this approval upon a determination that the OWNER or its successor or designee is in non-compliance with this Resolution, City Code, or LDRs. Failure to adhere to the terms and conditions of approval contained herein is a violation of the City 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 LDRs, 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 CUP 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 CUP granted herein shall be subject to appeal as provided in the LDRs. An appeal shall stay the effectiveness of this development order until said appeal is resolved.

Dec 18, 2018  
Date

George Garrett  
George Garrett  
Director of Planning

This Development Order was filed in the Office of the City Clerk of this 18 day of December 2018.

Diane Clavier  
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 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 Economic Opportunity 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 Economic Opportunity. 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**

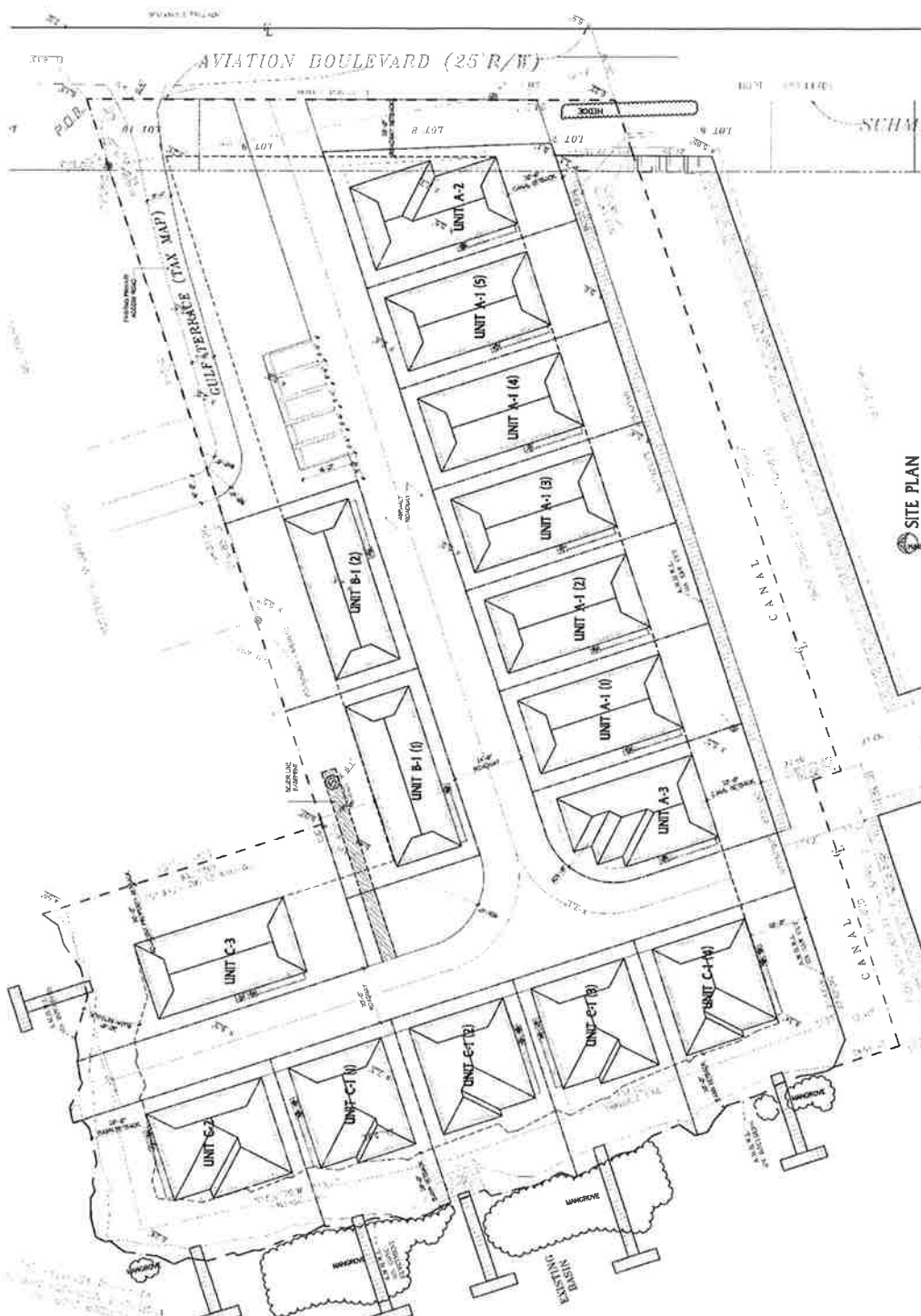
A true and correct copy of the above and foregoing Resolution was furnished, via U.S. certified mail, return receipt requested, addressed to GEM HOMES, LLC, 9240 SW 72<sup>nd</sup> Street, Suite 108, Miami, Florida 33173-3262, this 18 day of Dec., 2018.



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Diane Clavier City Clerk

# Attachments: Attachment A: Proposed Site Plan



STORAGE RESOURCES INFORMATION	
<b>TEAM</b>	OWNER: [REDACTED] ARCHITECT: [REDACTED] ENGINEER: [REDACTED] LANDSCAPE ARCHITECT: [REDACTED] PLANNING: [REDACTED] CIVIL ENGINEER: [REDACTED] ELECTRICAL ENGINEER: [REDACTED] MECHANICAL ENGINEER: [REDACTED] PLUMBING ENGINEER: [REDACTED] FIRE ENGINEER: [REDACTED] SOILS ENGINEER: [REDACTED] GEOLOGICAL ENGINEER: [REDACTED] ENVIRONMENTAL ENGINEER: [REDACTED] ARCHITECTURAL RENDERING: [REDACTED]
<b>PERMITS AND LAND USE DATA</b>	PERMITS: [REDACTED] LAND USE: [REDACTED] ZONING: [REDACTED] SETBACKS: [REDACTED] EASEMENTS: [REDACTED] UTILITIES: [REDACTED] FLOODING: [REDACTED] HISTORIC: [REDACTED] ENVIRONMENTAL: [REDACTED] ARCHITECTURAL: [REDACTED]
<b>UNIT MIX</b>	UNIT MIX: [REDACTED] SQUARE FEET: [REDACTED] APPROXIMATE: [REDACTED]
<b>FLOOR AREA RATIO</b>	FLOOR AREA RATIO: [REDACTED] NOT APPLICABLE
<b>PARKING AND SOLID WASTE COLLECTION</b>	ALL PARKING SPACES PER CITY SIZE PLACE SHALL BE: [REDACTED] PARKING: [REDACTED] SOLID WASTE: [REDACTED]
<b>FLOOD ZONE</b>	FLOOD ZONE: [REDACTED]
<b>UNIT SIZES</b>	UNIT SIZES: [REDACTED]

REVISION	DATE	DESCRIPTION

**CALIL ARCHITECTS**  
1715 27TH AVENUE, SUITE 300  
DENVER, CO 80202  
TEL: 303.733.1111  
WWW.CALILARCHITECTS.COM

**PROPOSED SITE PLAN**  
**LUIS ALONSO - TERRACE RESIDENCES**  
PROJECT: [REDACTED]  
DATE: [REDACTED]

**SITE PLAN**  
SCALE: 1/8" = 1'-0"

**SITE PLAN & ZONING INFORMATION**  
A-1.01  
CHECKED BY: [REDACTED]  
DATE: [REDACTED]  
SCALE: [REDACTED]

**NOTICE**  
THIS PLAN IS THE PROPERTY OF CALIL ARCHITECTS AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF CALIL ARCHITECTS.