

Application



Application for Development Plan & Conditional Use

City of Key West, Florida • Planning Department
1300 White Street • Key West, Florida 33040 • 305-809-3764 • www.cityofkeywest-fl.gov

Development Plan & Conditional Use Application Fee schedule

(Fees listed include the \$210.00 advertising/noticing fee and the \$105.00 fire review fee)

Development Plan

Minor:

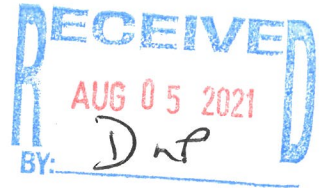
Within Historic District	\$ 3,150.00
Outside Historic District	\$ 2,520.00
Conditional Use	\$ 1,470.00
Extension	\$ 840.00

Major:

Conditional Use	\$ 4,200.00
Extension	\$ 1,470.00
Minor Deviation	\$ 840.00
Major Deviation	\$ 1,470.00

Conditional Use (not part of a development plan)

Extension (not part of a development plan)	\$ 2,940.00
	\$ 840.00



Applications will not be accepted unless complete

Development Plan

Major ☒

Minor ☐

Conditional Use

No ☐

Historic District

Yes ☒

No ☐

Please print or type:

- 1) Site Address: 541 White Street Key West, Florida 33040
- 2) Name of Applicant: Spottswood, Spottswood, Spottswood and Sterling PLLC
- 3) Applicant is:
Property Owner: _____
Authorized Representative: x
(attached Authorization and Verification Forms must be completed)
- 4) Address of Applicant: 500 Fleming St. Key West, Florida 33040
- 5) Applicant's Phone #: 305 294 9556 Email: dcraig@spottswoodlaw.com and erica@spottswoodlaw.com
- 6) Email Address: dcraig@spottswoodlaw.com and erica@spottswoodlaw.com
- 7) Name of Owner, if different than above: Peary Court Apartments LLC
- 8) Address of Owner: 541 White Street Key West, Florida 33040
- 9) Owner Phone #: _____ Email: jeff@cornfeldgroup.com

- 10) Zoning District of Parcel: HSMR RE# 00006730-000000
- 11) Is Subject Property located within the Historic District? Yes X No If Yes: Date of approval Not Yet Received
HARC approval # OR: Date of meeting
- 12) Description of Proposed Development and Use. Please be specific, list existing and proposed buildings and uses, number of dwelling units, parking, restaurant seats, vehicles proposed, etc. If there is more than one use, describe in detail the nature of each use (Give concise description here and use a separate sheet if necessary).
The addition of 48 Affordable housing units authorized for this site by the Comprehensive Plan and zoning. This application involves the amendment/extension of a Approved Valid Development Agreement
- 13) Has subject Property received any variance(s)? Yes No X If Yes: Date of approval Resolution #
Attach resolution(s).
- 14) Are there any easements, deed restrictions or other encumbrances on the subject property? Yes X No
If Yes, describe and attach relevant documents.
Yes . Please see the attached deed restriction which limits all housing on the site to Affordable Housing as defined by the City of Key West Code.
- A. For both *Conditional Uses* and *Development Plans*, provide the information requested from the attached **Conditional Use and Development Plan** sheet.
- B. For *Conditional Uses* only, also include the **Conditional Use Criteria** required under Chapter 122, Article III, Sections 122-61 and 122-62 of the Land Development Regulations (see attached copy of criteria).
- C. For *Major Development Plans* only, also provide the **Development Plan Submission Materials** required under Chapter 108, Article II, Division 7, Sections 108-226 through 108-248 of the Land Development Regulations (see attached copy of criteria) and any additional information as determined by the Planning Staff.
- D. For both Conditional Uses and Development Plans, one set of plans MUST be signed & sealed by an Engineer or Architect.

Please note, development plan and conditional use approvals are quasi-judicial hearings and it is improper to speak to a Planning Board member or City Commissioner about the project outside of the hearing.

**Required Plans and Related Materials for both a Conditional Use
and Minor/Major Development Plan**

I. Existing Conditions.

- A) Recent Survey of the site by a licensed Surveyor (Survey must be within 10 years from submittal date of this application) showing all dimensions including distances from property lines, and including:
- 1) Size of site;
 - 2) Buildings, structures, and parking;
 - 3) FEMA Flood Zone;

Development Plan Description

Key Persons – The project team consists of the owner, Perry Court Apartments LLC a Delaware limited liability company, represented by Jeff cornfield the owners and the owners legal and planning representative, Spottswood Spottswood, Spottswood and Sterling PLLC together with the team of professionals who completed the various plans and reports required for a major development plan and development agreement.

This professional team consists of Haven Burkee of BENDER and associates, architects; Allen Perez of ALLEN PEREZ and associates, civil engineer; Keith Oropeza of GAI consultants, landscape architecture; KARL PETERSON of KBP consulting, traffic engineers.

Project Description - Presently, the property is partially governed by a Development Agreement approved by the City for the former owner and has a site plan for construction of the 48 BPAS units involving many new structures and revisions to street layout and drainage systems.

The 48 BPAS Allocations were assigned to the site by the City Comprehensive Plan amendment to provide development and land use policies, together with a new Zoning category, Historic Special Medium Density Residential (HSMDR) when the property was transferred from U.S. Navy ownership to the private entity that proposed the currently valid Development Agreement this application seeks to amend. Those policies of the Comprehensive Plan and the HSMDR Zoning designation provide for a maximum density of 8.6 units on site to reflect the 160 units in place at the time of the U.S. Navy transfer, and the 48 BPAS allocations given to the City by the state Department of Economic Opportunity so that the new private owner could implement plans which respond to City Comprehensive Plan policies that require all New residential provide 30% of their total units as affordable housing. The total allowed maximum density is 208 units. The HSMDR Zoning also requires that any Major Development Plan be accompanied by a Development Agreement. Thus, both requests are part of this application.

Based upon the Zoning the former owner received approval of the Development Agreement for adding the 48 units, along with the anticipation that the remaining original 160 units would be converted to market rate housing via a major Development Plan approval. The 48 units were never built because in May of 2016 the City Commission voted to allocate \$12 million of its Land Authority funds set aside for Affordable housing, to the current ownership so that the entire property could be converted to affordable housing as defined by the Comprehensive Plan, inclusive of the 48 units governed by the current Development Agreement.

Section 90-689 of the Land Development Regulations which governs such proposed changes, states in part:

“In addition, pursuant to F.S. § 163.3237, a development agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest. Prior to modifying, revoking or terminating a development agreement, the city commission shall hold public hearings pursuant to [90-683](#) and give notice as required for the adoption of a development agreement as provided in F.S. § 163.3225.”

Peary Court Major Development Plan

To understand the direction of the proposed changes, one must know the current development on the site. It consists of 160 units:

(6) 1-bedroom units.

(148) 2-bedroom units

(6) 3-bedroom units

The one-bedroom units were constructed after the transfer of the property to the new owner. These consisted of the conversion of three two-bedroom units to 6 one-bedroom units to enable the replacement of three units destroyed by fire while the property was still in U.S. Navy ownership.

The present proposal from the new owner, Peary Court Apartments LLC is the initiation of the process for amendment as provided for in Section 90-689 of the Land Development Regulations. The owner wishes to use the 48 BPAS in two ways.

First, 15 of the existing two-bedroom units on site will be converted to 30 one - bedrooms units for which there is a long waiting list and demand for such units, documented by the Key West Housing Authority. This approach uses 15 of the BPAS allocations assigned to the site. The process would involve the internal remodeling of triplex and quadraplex buildings without adding any new structures or significant exterior changes, turning the new structures into quadraplex and pentaplex buildings.

Second, the remaining 33 BPAS allocations will be used to construct 33 new two-bedroom units in duplex, triplex, and quadraplex buildings in nine (9) discrete locations or “pods”. These pods were chosen to infill areas for two reasons. First, to minimize the noise and disruption for existing residents during construction. Second to preserve and enhance the as much of the “Great Lawn” which the principle open space and recreation on the site. It was the site of the former Navy Federal Credit Union building which was demolished many years ago.

The size of the new two-bedroom units is 1,065 sq. ft of enclosed airconditioned space and the converted units will have units sizes 544 sq. ft. downstairs and 623 sq. ft. upstairs. All units will be rented; none will be sold.

Along with the construction of these new units there will be landscape improvements adjacent to these pods and major new landscaping at the entrances to Peary Court. The Great Lawn will be enhanced by new landscaping and pathways and the pedestrian/bicycle paths on site will be enhanced and new signage installed.

Phasing – The current proposal requests a five period for the Development Agreement, and the Major Development Plan. The primary reason for this request is space the construction of both converted and new units so that the impacts on the occupants of nearby units is minimized. Also, the plan for the conversion of a two-bedroom unit to two one-bedroom units will only occur when a tenant terminates their lease by moving from the unit. This is because the vast of the Peary Court tenants are working individuals or families who work in the community. All tenants meet the requirements and income categories established by the City’s

Peary Court Major Development Plan

Comprehensive Plan and Land Development Regulations. The owner does not wish to move a family out of a unit to adhere to a schedule when the affordable housing market is so tight, and the available supply is so low. To adhere to such a schedule would not be in the best interests if the City or its citizens in striving to provide affordable units for all that want them and helping to insure the stability of the workforce. On average 24 units become vacant each year and are quickly filled from waiting lists maintained by the Peary Court Rental office and the Key West Housing Authority. There are more vacancies in the Summer than the Fall. This vacancy rate will guide the unit conversions. However, unit vacancies cannot be planned as they usually occur at the last moment with little notice. Once the Major Development Plan is approved the rental office will notify all residents and ascertain who would like to move to a converted unit or a new two -bedroom unit. This will aid in preparing for the conversions.

The construction of the new standalone units will begin with the final approval of the Major Development Plan and HARC approval. The units' construction method will be either modular or stick built, and the rate of construction will depend on the availability of unit modules and the availability of the local workforce. The site plan labels the development pods by number, one through nine and that is the anticipated order of construction. The requested period of approval validity also has some very limited room to react delays caused by hurricanes or other emergencies, of which there were many this past several years.

Flood/ FEMA Response- All the new units will have their first floors elevated to the height required by the City at the time the building permit are issued in the next three to five years, which may vary depending upon the City's success in challenging the proposed changes in the FEMA flood maps.

Affordable Housing Characteristics and Requirements- All units, new or converted will meet the City's imposed limits as to income eligibility, and all other requirements as contained in the Deed Restriction that is applicable to the entire property. It is attached to this application as Appendix A.

Intergovernmental Coordination – Given the property's location, lack of water access, the presence of developed roads that will not change, minor improvement to drainage facilities, the lack of any sensitive environmental resources, coordination with other governmental agencies has been limited to City staff, including the City Engineer and Fire Department, KEYS Energy and the Florida Keys Aqueduct Authority. Copies of their responses, apart from the City Engineer and Fire Chief, who will comment with the City Staff report, are found in Appendix B.

Concurrency- The calculations or reports cited below were based on the full completion of all units at a single point in time. Obviously, with a project with up to a 5-year timeframe, concurrency will also be analyzed at the time of building permit issuance.

Potable Water – Water demand was assessed using several sources including the South Florida Water Management District, The Florida Keys Aqueduct Authority, the South Florida Regional Planning Council, and the American Water Works Association. Over the last two decades water use by American families has been on a steady decline because of water conservation measures in local communities and more efficient more efficient appliances and

Peary Court Major Development Plan

water fixtures. Current demand per person per household varies between 89 gallons to 110 gallons per day. With a household size in Monroe County of 2.35 persons, as reported by the latest U.S. Census The projected potable water demand is conservatively estimated to be, without the proposed water conservation measures:

Use	Rate	Units	Total
Apartments	2.35 x 110 gpd	48	12,408 gallons

To be more conservative, one can use the same expected rate for single family homes which is 350 gallons per day, for illustration purposes. If this consumption rate were used, it would create a demand of $48 \times 350 \text{ gpd} = 16,800$ gallons.

When the US Navy owned the property there was one master meter for the entire property. When the current ownership took control of the property individual meters were added to each of the apartments and renters made financially responsible for any leaks or excessive usage. Within a year of the this changes the water usage at the site had declined by 100,000 gallons.

The water demand at Peary Court could be lower than calculated in the first instance because all landscaping is taken care of the by the management of Peary Court when it is required. However much of the landscaping is drought tolerant and seldom needs supplemental water. With the new landscaping that is being proposed, there may be a slight increase in demand for water but the species being chosen for installation will be native species with good drought tolerance requiring less water than many landscape species found in south Florida. As a part of the landscaping strategy some of the areas of exotic vegetation, that often requires more water will be removed.

Please see the attached Letter of Coordination from FKAA that indicates the water distribution system has sufficient capacity to accommodate the 48 units.

Wastewater – Typically wastewater is less than the total water demand per unit because there is a portion of the unit demand that is used for landscaping. In this case with the landscaping the responsibility of the Landlord, the wastewater flows are the same as the potable water demand.

Water Quality- Peary Court already has a completed and functional site drainage system that serves the entire site. The engineer for the project analyzed the site and the previous permitting for the Peary Court to determine the level of approvals obtained by the previous owners and whether the systems constructed under those permits were functional. His determination was that they were operating at the capacities and required by the permits. His statement on the current conditions illustrations is as follows:

Peary Court Major Development Plan

EXISTING CONDITIONS - STORMWATER MANAGEMENT SYSTEM

THIS PLAN, IN GENERAL, IS BASED ON WHAT IS CONSIDERED TO BE THE BEST AVAILABLE DATA. THIS DATA INCLUDED NUMEROUS OLD CONSTRUCTION DRAWINGS, PREVIOUS SOUTH FLORIDA WATER MANAGEMENT DISTRICT PERMITS, AND SITE VISITS/WALKTHROUGHS.

IN THE EARLY 1990'S, THE SITE WAS PERMITTED THROUGH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND ISSUED PERMIT NO. 44-00178-S.

THIS ORIGINAL PERMIT WAS FOR THE CONSTRUCTION OF A SURFACE WATER MANAGEMENT SYSTEM TO SERVE AN APPROXIMATELY 24-ACRE RESIDENTIAL DEVELOPMENT KNOWN AS PEARY COURT NAVAL HOUSING. THE FOLLOWING IS A BRIEF SUMMARY OF THE EXISTING SURFACE WATER MANAGEMENT SYSTEM DESCRIBED IN THIS PERMIT:

1. SEVERAL RETENTION AREAS WITH A BOTTOM ELEVATION OF 1.0.
2. SEVEN (7) 24-INCH INJECTION WELLS.
3. CONTROL ELEVATION OF 1.0.
4. GARRISON BIGHT OUTFALL.

Based upon this set of circumstances, each of the development pods, all nine, were evaluated and specific additional drainage plans prepared for each of these areas. The types of improvements designed here complement the overall drainage plan and meet present City standards. Landscape areas will be irrigated by drip and/or monitored sprinklers where necessary and runoff contained on site.

Solid Waste - Solid waste generation rates for apartment dwellings across Florida and the United States vary widely. Some jurisdictions calculate utilize pounds per unit by day and others calculate pounds per person per day. From the standpoint of being conservative, the latter method is preferred by many jurisdictions. Surveying many jurisdictions, rates appear to vary from a low of 2.52 lbs./person/day to a high of 4.51 lbs./person/day.

Using the higher rate and the average household size of 2.35 person yields a unit rate of 10.59 lbs./unit/day. This correlates well with rate that relied on lbs./day/unit at the highest levels.

Applying the generation rate yields:

Rate	Units	Total
10.59 Lbs. Day	48	509 Lbs. per day

To account for a likely higher number of persons per unit in this affordable housing project, and to comply with the assumed occupancy the project waste stream is inflated by 25% to yield 635 lbs. per day.

All solid waste is removed from the County after initial sorting for recyclables and shipped to solid waste disposal sites on the mainland. The capacities of the sites there reported by Monroe County in its annual facilities capacity report identify a capacity sufficient for use of this size and location.

Roadways and Traffic – The proposed Development Plan will not modify the street layout of Peary Court. The same entrances and exits will be used. New parking will be added to the periphery of the interior of the roadways to avoid parking structures or the necessity of converting the Great Lawn to parking. See the attached Traffic Impact Report.

Peary Court Major Development Plan

Recreation – Both Neighborhood and Community parks are within a ten-minute walk of Peary Court which is the Level of Service standard contained in the City's Comprehensive Plan. With the existing 160 units and the 48 to be added Peary Court itself can be considered a neighborhood. At present there are five (5) playground areas with Peary Court. There is also the grass field in the center of the site which will be improved as a recreation space to become wit the Great Lawn, with new seating, pathways, lighting, and passive recreation areas. In addition, existing bike paths which are the interior low speed roads, due to the controlled access to the site, will be improved with new signage and connected to the pathways at the Great Lawn.

Fire Protection - The 33 new units will have residential sprinkler fire suppression systems. The 15 converted units will meet the requirements of the Fire and Building Codes at the time of the conversion building permit application. There will be no changes to the interior roads providing emergency access. New fire hydrants may be added if required by the Fire Marshall's office.

Water Reclamation – The city does not provide a system to use reclaimed gray water at this or any other site in the City.

Appearance and Design - The property is the entirety of Historic Special Medium Density Residential District. HARC approval is required for any external improvements to the structures on the property. This designation was applied to the property when it was transferred from US Navy ownership to a private entity in 2013. The intent of the designation was to assist in the assurance of compatibility with the surrounding homes and businesses.

The design of both the new units and the converted buildings has addressed the location. orientation, scale, massing, height, materials usage, and colors. Relationships to the immediate area of landscape is addressed as is similarity/dissimilarity to structures on the streets surrounding the property.

These proposed structures are multifamily structures that have been designed as duplexes, triplexes, and quadraplexes to be similar in scale to the existing structures of similar layout.

To improve the appearance from within and as viewed outside, the two entrances will have significant new landscaping added to the medians and sides of each drive. They will soften appearance of the once gated community and provide visual relief to those on Palm Avenue and White Street.

The areas around each pod of units will be carefully landscaped to provide new shade and gathering places for residents. The pods near the great lawn area will be situated to emphasize a new formal entrance to the "great lawn" area and turn it into the principle open space area for the neighborhood.

Existing vegetation will be maintained apart from the removal of some exotic invasive species. All existing vegetation will be trimmed and managed for a better appearance, and continue to serve as a physical, visual, and sound barrier from the busy Palm Avenue and White street.

Please see the attached site and landscape plans as well as the architectural drawings.

Consistency with HSMDR Zoning - #The HSMDR Zoning was designed and adopted to specifically to accommodate the 160 existing units and the 48 units assigned to and guaranteed to the property by the City's Comprehensive. The total of 208 units that can be realized exactly matches the density of 8.6 units per acre which is less dense than the surrounding areas of HMDR zoning with a maximum density of 16 units per acre.

There are no commercial structures proposed, nor is there any transient use allowed or proposed.

Section 122-616 of the City Zoning regulations provides:

Sec. 122-616. - Affordable housing requirements.

Affordable housing shall be required for all existing residential, redeveloped residential and new residential development at a ratio of 30 percent of the total units existent, redeveloped and/or created on properties located within the HSMDR zoning district per [chapter 122](#), article V, division 10, sections [122-1465](#) through [122-1472](#). Except that applications for rezoning of the property to HSMDR zoning received before September 6, 2012, shall have the 30% ratio adjusted such that the requirement shall be not less, but not more than 30 percent of the units existent on site at the time of application.

The deed restriction imposed by the City of Key West allows the mixing of the AMI categories established annually by the federal Department of Housing and Urban Development if the Peary Court average AMI is not greater than 130%. The current 2021 AMI categories are:

Maximum Monthly Rental Rates				
Unit Size	Low 80%	Median 100%	Moderate 120%	Middle 140%
1 Bedroom	1,526	2,035	2,289	2,670
2 Bedrooms	1,832	2,290	2,748	3,206
3 Bedrooms	2,116	2,543	3,174	3,703

The proposed plan exceeds the minimum of 30% of units constructed by three times, because all 208 units are and will be according to the Deed Restrictions imposed upon the entire site by the City in 2016, when the City aided in the purchase of the site for affordable housing.

Peary Court is one lot. The property has not subdivided or portioned into individual lots. The existing site, and the proposed site plan does, and will meet all the bulk regulations including setbacks, height, lot coverage and impervious surface ratios.

Land Use Compatibility – The City Comprehensive Plan designation and the limitation on density, uses and height were specifically crafted to assure the compatibility with the surrounding neighborhood. In meeting after meeting in 2031/14 when the previous owners were proposing a redevelopment of the site, citizens and then sitting City Commissioners

Peary Court Major Development Plan

provided direction that the walls and fences should remain to protect both the Peary Court residents and the surrounding neighbors. The gated nature of the Peary Court is essential to protecting the low-speed streets which often as pedestrian paths and areas for children to play. However, the Public can access Peary Court streets to visit friends by bicycle, walking along the sidewalks and driving.

The new landscaping to be added to the site at each of the pod development areas and at the entrances will soften the appearance of the property from surrounding areas.

Given the nearby commercial and recreation and sidewalks and bike paths already in place, the new Peary Court residents are highly likely to use those for many types of trips as do the current Peary Court residents.

The outdoor lighting on light standards will not change. Previously the property owner received approval of a site lighting photometric plan with the improvements to building siding and infrastructure repair because of hurricane Irma. A copy of the plan is attached.

Historic and Archaeological Impacts – There are no known historic resources within the gated and fenced portions of Peary Court. The immediately adjacent Peary Court military cemetery will not be impacted by the construction at Peary Court. The cemetery is not owned by the City of Key West. All new and remodeled structures will obtain HARC approval.

Environmentally Sensitive Areas – There are no environmentally sensitive areas on the property.

Exhibit D

Doc# 2084190 07/19/2016 3:22PM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

Doc# 2084190
Bk# 2806 Pg# 1651

Prepared by and Return to:
Adele V. Stones, Esq.
221 Simonton Street
Key West, FL 33042
(305) 294-0252

DECLARATION OF AFFORDABLE RENTAL HOUSING RESTRICTIONS

This Declaration of Affordable Rental Housing Restrictions (hereinafter "Declaration") is made and entered into this 18th day of July, 2016, by Peary Court Apartments, LLC, a Delaware limited liability company, as assignee of American Federated Title Corporation, as Trustee under Land Trust #2016PC, a Florida land trust (hereinafter "Declarant"), whose mailing address is 3850 Hollywood Boulevard, Suite 400, Hollywood, FL 33021 and the Monroe County Comprehensive Plan Land Authority (hereinafter "Land Authority"), whose address is 1200 Truman Avenue, Suite 207, Key West FL 33040 and the Housing Authority of the City of Key West, Florida (hereinafter "Housing Authority"), whose address is 1400 Kennedy Drive, Key West, FL 33040, individually and collectively identified as the Grantees and Beneficiaries of this Declaration.

This Declaration applies to all of the real property commonly known as Peary Court in Key West, Florida, which includes the street addresses of 400 White Street and 541 White Street, and which is more fully described in the Legal Description attached hereto and incorporated herein as Exhibit A (hereinafter "Property").

WHEREAS, Declarant is the fee simple owner of the Property and deems it desirable, in the public interest, and in the best interest of present owner, assigns and successors-in-interest that the Property shall be used for affordable workforce rental housing purposes, subject to the covenants and restrictions set forth herein.

WHEREAS, the Land Authority and the Housing Authority have participated in the acquisition of the Property by the Declarant through the contribution of funding in the amount of \$12,500,000.00 for which the Land Authority and the Housing Authority are receiving an interest in the Property through this Declaration.

WHEREAS, it is the intention of the Declarant that the restrictions contained herein shall be perpetual, run with the land and bind the Declarant, its successors and assigns, and shall inure to the benefit of the Land Authority and the Housing Authority.

NOW, THEREFORE, Declarant agrees that the Property shall be held and conveyed subject to the following affordable workforce housing restrictions, covenants and conditions, which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns in perpetuity.

Exhibit D

Doc# 2084190
Bk# 2806 Pg# 1652

I. DEFINITIONS

A. "Declarant" shall mean the owner of the Property and any subsequent purchaser, mortgagee, devisee, transferee, grantee or holder of title in the Property or any portion of the Property.

B. "Transfer" means any sale, assignment or transfer, voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, bequest, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in the Property, including but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, or an interest evidenced by a land contract by which possession of the Property is transferred and Declarant retains title.

C. "Transferee" shall mean an individual, or individuals, who receive a Transfer of the Property from the Declarant.

All other terms shall have the same meaning given to them in the Key West Work Force Housing Ordinance.

II. TERM AND ENFORCEABILITY

A. This Declaration shall run with the Property and bind the Declarant, its, his or her heirs, legal representatives, executors, successors in interest and assigns in perpetuity.

B. The Property is held and hereafter shall be held, conveyed, encumbered, developed or redeveloped, used, rented, leased and occupied as affordable work force rental housing subject to these covenants, conditions, restrictions and limitations. All of the herein-stated covenants, conditions, restrictions and limitations are intended to constitute both equitable servitudes and covenants running with the land.

C. Any transferee, mortgagee, or purchaser of the Property, or of any portion of or interest in the Property, by the acceptance of a deed therefore, whether from Declarant or from any subsequent purchaser of the Property, or by the signing of a contract or agreement to purchase the same, shall, by the acceptance of such deed, mortgage, or transfer of interest by the signing of such contract or agreement, be deemed to have consented to and accepted the covenants, conditions, restrictions and limitations set forth herein. Any written instrument attempting or purporting to sell, convey, grant, transfer, exchange, assign, or mortgage any legal or equitable rights or interests to the Property shall be deemed null and void, where such instrument purports or evidences an attempt to sell, convey, grant, transfer, exchange or assign any right or interest to the Property where such instrument is inconsistent with or contrary to the conditions or covenants contained herein. Any

Exhibit D

Doc# 2084190
Bk# 2806 Pg# 1653

deed, mortgage, or instrument of conveyance executed by or on behalf of Declarant or any subsequent grantee, devisee, heir, assignee or other transferee shall expressly set forth verbatim this and the foregoing reservations, restrictions and covenants or, in lieu thereof, incorporate them by specific reference to this Declaration by Book and Page number(s) where recorded in the Public Records of Monroe County, Florida.

D. In order to preserve through this Declaration the affordability of the Property for persons with incomes within a specified range, the Land Authority and Housing Authority or their assigns shall have the right to monitor and enforce compliance with this Declaration. Declarant otherwise reserves the rights necessary to implement the provisions of this Declaration.

III. IDENTIFICATION OF THE PROPERTY AFFECTED

A. Upon execution of this Declaration, the entire Property as described in Exhibit A shall be subject to this Declaration and the City of Key West Land Development Regulations, Chapter 122, Article V, Division 10, Section 122-1465 through 122-1500 (Work Force Housing Ordinance), as it currently exists, a copy of which is attached as Exhibit B.

B. Pursuant to Section 122-1467(c) of the Work Force Housing Ordinance, the total rental for all the units shall be based on each unit being affordable housing (moderate income). The rental may be mixed among affordable housing (low income), (median income), (moderate income) and (middle income) in order that the total value of rental does not exceed ten percent of the rental of all the units as affordable housing (moderate income).

C. The terms contained herein are the minimum standards imposed by this Declaration. Nothing herein shall be construed to limit the City of Key West from adopting standards or imposing conditions on future development that would make future units at the Property (any units in excess of the existing 208 approved units) more affordable than currently provided for by this Declaration.

IV. OCCUPANCY, LEASING AND USE OF THE PROPERTY

A. Subject to Paragraph C below, the Property shall be operated, managed, developed or redeveloped and otherwise administered as affordable work force rental housing pursuant to Section 122-1469 of the Work Force Housing Ordinance and such other uses customarily accessory to residential use as may be permitted by local zoning and land use regulations, except that as required by Section 380.0666(3), Florida Statutes, under no circumstances shall the household's income be allowed to exceed 160% of the median household income for Monroe County adjusted for family size. Notwithstanding anything contained herein to the

Exhibit D

Doc# 2084190
Bk# 2806 Pg# 1654

contrary, in any year the U.S. Department of Housing and Urban Development (HUD) promulgated median household income for Monroe County increases and the corresponding promulgated rental rate(s) decrease, Declarant shall not be obligated to decrease the rental amount charged below the amount charged in the prior year.

B. Any unit that is vacant or becomes available for rental following the date of execution of this Declaration shall be immediately subject to this Declaration.

C. Any tenant or tenants occupying a unit under lease at the Property on the date of execution of this Declaration may be entitled to enjoy the full term of their existing lease plus one additional twelve (12) month lease term (said twelve (12) month period shall be referred to as the "Transition Period"), provided said tenant or tenants are in good standing under the terms of their lease(s) at lease renewal. If said tenant(s) income qualify under the terms of this Declaration, the rental rates described in Paragraph A above shall apply during the Transition Period. If said tenants do not income qualify under the terms of this Declaration, the rental rate charged during the Transition Period shall not exceed that permitted otherwise for middle income tenants.

D. At a date not later than twenty-four (24) months from execution of this Declaration the Transition Period described in Paragraph C above shall terminate and all units on the Property shall be subject to this Declaration.

V. DEFAULTS AND REMEDIES: ASSIGNMENT OF RENTS

A. Upon any violation of the provisions of this Declaration the Housing Authority or its assigns may declare a default under this Declaration by delivering written notice thereof to the Declarant. After providing written notice of default, the Housing Authority or assigns may apply to a court of competent jurisdiction for specific performance of the Declaration, for an injunction prohibiting a proposed sale, transfer, or lease in violation of this Declaration, for a declaration that a prohibited transfer or lease is void, or for any such other relief as may be appropriate.

B. Assignment of rents: Declarant hereby assigns to the Housing Authority or its assigns the right to receive the rents due or collected from any units identified to be in violation of this Declaration during the entire period those units are occupied in violation of any of the terms of this Declaration provided the Housing Authority, or its assigns, provides Declarant and any mortgagee holding a first mortgage on the Property (at the address provided in such mortgage) with written notice of default and thirty (30) days to cure. If Declarant is prevented from curing said default within the prescribed thirty (30) day period due to causes beyond the reasonable control of Declarant, the curative period shall be extended for such time as Declarant is prevented from achieving the cure. Once such cause is removed, the prescribed period shall continue to run.

Exhibit D

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Bk# 2806 Pg# 1655

C. The remedies stated herein shall not be exclusive, but shall be cumulative to all other remedies and rights the parties may lawfully exercise.

VI. REQUIREMENTS FOR WRITTEN REPORTS FROM DECLARANT

Declarant shall provide a written report to the Housing Authority each year on January 1, or on such other date as specified by the Housing Authority in writing, which contains the information necessary to ensure continued compliance with affordability criteria, including sworn tenant household verification information, a statement that Declarant has complied with all provisions of this Declaration, and, if applicable Declarant's explanation of any violation of any provision of this Declaration. The report shall be submitted within thirty (30) days of the specified date to the Housing Authority. Failure to provide a report in a timely manner, or any misrepresentations on the report, shall constitute a default under this Declaration.

VII. GENERAL PROVISIONS

A. The Land Authority and Housing Authority may assign their rights and delegate their duties hereunder in writing without the consent of Declarant. Upon such assignment the parties shall so notify each other.

B. Declarant shall be required to include in each lease for any unit located on the Property the condition that each tenant acknowledge that tenant's occupancy of the unit is subject to this Declaration and the City of Key West Work Force Housing Ordinance.

C. If any action is brought to enforce the terms of this Declaration, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

D. If any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Declaration, and this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

E. The terms of this Declaration shall be interpreted under the laws of the State of Florida and venue shall lie in Monroe County, Florida.

F. All notices to the Declarant, Land Authority, or Housing Authority required herein shall be sent by certified mail, return receipt requested, to the addresses stated above, or such other addresses that the parties may subsequently provide in writing.

Exhibit D

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G. This Declaration may not be terminated, amended, or modified except by written agreement executed by the parties.

VIII. SUBORDINATION AND TRANSFER OF DEVELOPMENT RIGHTS PROHIBITED

A. This Declaration shall be superior to all mortgages and shall not be subordinated. This Declaration shall be recorded in the Public Records immediately following the Warranty Deed conveying the Property to Declarant and before the filing of any mortgages, liens, or interests in the Property.

B. The consideration provided to Declarant is contingent upon the Property having the development rights to the 208 units referenced in Paragraph III C. above as of the date this Declaration is signed. No existing or future development rights, including but not limited to the 208 units referenced in Paragraph III C. above, may be transferred from the Property.

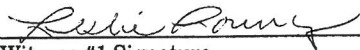
IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date written below.

Signed, sealed and delivered in the presence of:

**DECLARANT: PEARY COURT
APARTMENTS, LLC, a Delaware
limited liability company**

**By: THE CORNFELD GROUP,
LLC, a Florida limited liability
company,
its Manager**

By: 
Jeffrey D. Cornfeld, its Manager


Witness #1 Signature

LESLIE LORING
Witness #1 Printed Name


Witness #2 Signature

DOUG THOMPSON
Witness #2 Printed Name

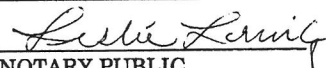
Approved as to form and legality:


Adele V. Stokes, Esquire

STATE OF FLORIDA
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 09th day of JUNE, 2016 by Jeffrey D. Cornfeld, Manager of The Cornfeld Group, LLC, a Florida limited liability company, Manager of Peary Court Apartments, LLC, a Delaware limited liability company, who (X) is personally known to me or () has produced _____ as identification.

NOTARY SEAL:


NOTARY PUBLIC



Page 6 of 6

Exhibit D

Doc# 2084190
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EXHIBIT A

A parcel of land situated in the City of Key West, Monroe County, Florida and being more particularly described as follows: COMMENCING at the intersection of the Northwestern Right-of-Way Line of Newton Street and the Northeastern Right-of-Way Line of White Street (Florida State Plane Coordinates East Zone NAD 83/90, Northing = 82591.01, Easting = 892639.41); thence N 34°08'30" W along the said Northeastern Right-of-Way Line of White Street for 310.39 feet; thence N 55°51'30" W for a distance of 0.05 feet to the back edge (Northeast side) of a concrete sidewalk and the Point of Beginning; thence N 34°08'00" W., and along the Northeast edge of a concrete sidewalk a distance of 289.86 feet; thence S 55°51'30" W for a distance of 0.10 feet to the Northeastern Right-of-Way Line of White Street; thence N 34°08'30" W along the said Northeastern Right-of-Way Line of White Street for a distance of 31.83 feet; thence N 55°51'30" E for a distance of 0.10 feet to the said back of the sidewalk of White Street; thence N 34°08'00" W along the said Northeastern edge of a sidewalk for a distance of 853.03 feet to an existing fence; thence N 55°36'56" E., and along the said fence, which lies on Eaton Street a distance of 194.19 feet to a point lying 0.5 feet (6 inches) Northeast of a fence corner; thence S 79°06'43" E., and along a line lying 0.5 feet (6 inches) Northeast of an existing fence and wall a distance of 1206.74 feet; thence N 10°44'48" E for a distance of 8.75 feet to the Southeastern Right-of-Way Line of Palm Avenue; thence S 79°15'12" E along the said Southeastern Right-of-Way Line of Palm Avenue for a distance of 55.00 feet; thence S 10°44'48" W for a distance of 8.88 feet to the extension of a line lying 0.5 feet (6 inches) Northeast of the existing fence and wall; thence S 79°06'43" E and along a line lying 0.5 feet (6 inches) Northeast of the existing fence and wall for a distance of 325.86 feet to a point lying 0.5 feet (6") from the corner of the fence on Eisenhower Drive; thence S 40°23'08" E along the fence on Eisenhower for a distance of 20.90 feet; thence S 14°07'44" E and being partially along a fence line for 167.37 feet to Angela Street; thence S 56°24'46" W., and along a line lying 0.5 feet (6 inches) Southeast of the fence line of Angela Street a distance of 1080.22 feet; thence N 19°36'43" W., and along the edge of an existing fence a distance of 72.01 feet; thence S 68°44'44" W., and along the edge of an existing fence a distance of 204.28 feet to the Northeast side of a concrete sidewalk and the Point of Beginning.

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EXHIBIT B

DIVISION 10. - WORK FORCE HOUSING⁽²²⁾

Footnotes:

-- (22) --

Editor's note—Section 1 of Ord. No. 05-27, adopted Oct. 18, 2005, amended the title of Div. 10, Affordable Housing to read as herein set out.

Cross reference—Fair housing, § 38-26 et seq.

Sec. 122-1465. - Intent.

It is the intent of this division to create affordable housing categories to facilitate the development of housing designed and priced to meet the needs of people employed by the local economy in a manner that reflects the percentage of the workforce at each income level and mixes people of all incomes together and does not create high and low-income enclaves.

(Ord. No. 05-27, § 2, 10-18-2005)

Sec. 122-1466. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Affordable housing shall be defined as provided in the following classifications:

Affordable housing (low income) for a rental dwelling unit shall mean a dwelling unit whose monthly rent, not including utilities, does not exceed 30 percent of that amount which represents 80 percent of the monthly median household income (adjusted for family size). For an owner-occupied dwelling unit, affordable housing (low income) shall mean a dwelling unit whose sales price shall not exceed two and one-half times the annual median household income (adjusted for family size) for Monroe County, in accordance with section 122-1472.

Affordable housing (median income) for a rental dwelling unit shall mean a dwelling unit whose monthly rent, not including utilities, does not exceed 30 percent of that amount which represents 100 percent of the monthly median household income (adjusted for family size) for Monroe County. For an owner-occupied dwelling unit, affordable housing (median income) shall mean a dwelling unit whose sales price shall not exceed three and one-half times the annual median household income (adjusted for family size) for Monroe County, in accordance with section 122-1472. The definition of "affordable housing (median income)" applies to and encompasses all affordable housing under construction or built pursuant to this ordinance prior to July 1, 2005, for which deed restrictions are required.

Affordable housing (middle income) for a rental dwelling unit shall mean a dwelling unit whose monthly rent, not including utilities, does not exceed 30 percent of that amount which represents 140 percent of the monthly median household income (adjusted for family size) for Monroe County. For an owner-occupied dwelling unit, affordable housing (middle income) shall mean a dwelling unit whose sales price shall not exceed six and one-half times the annual median household income (adjusted for family size) for Monroe County, in accordance with section 122-1472.

Affordable housing (moderate income) for a rental dwelling unit shall mean a dwelling unit whose monthly rent, not including utilities, does not exceed 30 percent of that amount which

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represents 120 percent of the monthly median household income (adjusted for family size) for Monroe County. For an owner-occupied dwelling unit, affordable housing (moderate income) shall mean a dwelling unit whose sales price shall not exceed five times the annual median household income (adjusted for family size) for Monroe County, in accordance with section 122-1472.

Affordable work force housing shall include low income, median income, moderate income and middle income housing.

Affordable work force housing trust fund shall mean the trust fund established and maintained by the city for revenues from fees in lieu of constructing affordable work force housing, and revenues from any other source earmarked for the trust fund by land development regulation, ordinance or donation.

Median household income shall mean the median household income published for Monroe County on an annual basis by the U.S. Department of Housing and Urban Development.

(Ord. No. 98-18, § 1, 6-3-1998; Ord. No. 02-08, § 1, 2-20-2002; Ord. No. 05-27, § 3, 10-18-2005)

Cross reference— Definitions generally, § 1-2.

Sec. 122-1467. - Requirements of affordable work force housing; ratio of new construction.

- (a) *New market-rate multifamily residential housing.* At least ten percent of all new multifamily residential units constructed each year shall be low income affordable housing of at least 400 square feet each, as defined herein and 20 percent shall be affordable housing (median income) housing of at least 400 square feet each, as defined herein. Residential or mixed use projects of less than ten residential or mixed use units shall be required to develop at least 30 percent of units of at least 400 square feet each as affordable (median income), but may contribute a fee in lieu for each unit to the affordable work force housing trust fund, if approved by the city commission. The per unit fee shall be \$200,000.00 (representing construction cost, less land cost, of a 400 square foot unit). The 30 percent affordability requirement shall be determined on a project by project basis and not on a city-wide basis. Vested units shall be subject to this subsection if not otherwise governed by law or agreement. For every required affordable housing (median income) unit, a developer may increase the sales or rental rates to affordable housing (middle income) so long as another unit's sales or rental rate is decreased to affordable housing (low income).
- (b) *Linkage of projects.* Two development projects may link to allow the affordable housing requirement of one development project to be built at the site of another project, so long as the affordable housing requirement of the latter development is fulfilled as well. Written proof of the project linkage shall be supplied by the developer to the city commission at the time of the first site plan approval. The project containing the affordable units must be built either before or simultaneously with the project without, or with fewer than, the required affordable units. In addition, if a developer builds more than the required number of affordable units at a development site, this development project may be linked with a subsequent development project to allow compliance with the subsequent development's affordable unit requirement. Written proof of the linkage must be supplied by the developer to the city commission at the time of the subsequent development's site plan approval. Linkage shall not be available if either development is entirely or in part to be constructed by public funds. Finally, all linkages under this subsection may occur within the city or on a site within the city and on a site on Stock Island in the unincorporated part of the county.
- (c) *New affordable work force housing.* The maximum total rental and/or sales price for all new affordable work force housing units in a single development shall be based on each unit being affordable housing (moderate income). The rental and/or sales price may be mixed among affordable housing (low income), (median income), (middle income) and (moderate income) in order that the total value of rental and/or sales does not exceed ten percent of the rental and/or sales of all the units at affordable housing (moderate income).

Exhibit D

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- (d) *Demonstration of continuing affordability.* Demonstration of continuing affordability shall be by deed restriction or any other mutually acceptable method that effectively runs with the land and is binding on owners, successors in ownership, or assigns. The deed restriction shall be in a form provided by the city and shall be for a period of at least 50 years. It shall be recorded in the county records. During the final year of the deed restriction, the city commission may act by Resolution to renew the affordability restriction for an additional 50-year term.
- (e) *Reporting requirements.* Owners of affordable work force housing projects or units shall furnish the city manager or his designee with annual information necessary to ensure continued compliance with affordability criteria, beginning one year after the date of building permit issuance and on each anniversary date thereafter. Reporting requirements shall include sworn tenant household verification information. Property owners subject to this subsection may contract with the Key West Housing Authority to perform annual tenant eligibility verification.
- (f) *Compliance with antidiscrimination policy.* All property owners offering housing under this division shall comply with the antidiscrimination policy of article II of chapter 38.

(Ord. No. 98-18, § 1, 6-3-1998; Ord. No. 02-08, § 1, 2-20-2002; Ord. No. 05-27, § 4, 10-18-2005)

Sec. 122-1468. - Affordable work force housing trust fund.

- (a) The affordable work force housing trust fund (referred to as the "trust fund") is established. The trust fund shall be maintained with funds earmarked for the trust fund for the purpose of promoting affordable work force housing in the city and its immediate environs. Monies received by the trust fund shall not be commingled with general operating funds of the city. The trust fund shall be in a separate dedicated fund used only for the following:
 - (1) Financial aid to developers as project grants for affordable housing (low income) to (moderate income) construction;
 - (2) Financial aid to eligible homebuyers of affordable housing (low income) to (moderate income) as mortgage assistance;
 - (3) Financial incentive for the conversion of transient units to affordable housing (low income) to (moderate income) residential units;
 - (4) Direct investment in or leverage to housing affordability through site acquisition, housing development and housing conservation; or
 - (5) Other affordable work force housing purposes from time to time established by resolution of the city commission.
- (b) Except as provided in section 122-1471, the city commission shall determine all expenditures from the trust fund upon the advice of the city manager.

(Ord. No. 98-18, § 1, 6-3-1998; Ord. No. 02-08, § 1, 2-20-2002; Ord. No. 05-27, § 5, 10-18-2005)

Sec. 122-1469. - Applicant eligibility requirements.

The following eligibility requirements shall be required of households or persons to qualify for affordable work force housing units to the extent lawful:

- (1) The household or person shall derive at least 70 percent of its or his/her total income from gainful employment in the county.

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- (2) At the time of sale or lease of an affordable housing (low income) unit, the total income of eligible household or persons shall not exceed 80 percent of the median household income for the county (adjusted for family size).
- (3) During occupancy of any an affordable housing (low income) rental unit, a household's income may increase to an amount not to exceed 120 percent of the median household income for the county (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term.
- (4) At the time of sale or lease of an affordable housing (median income) unit, the total income of eligible households or persons shall not exceed 100 percent of the median household income for the county (adjusted for family size).
- (5) During occupancy of any affordable housing (median income) rental unit, a household's annual income may increase to an amount not to exceed 140 percent of median household income for the county (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term.
- (6) At the time of sale or lease of an affordable housing (moderate income) unit, the total income of eligible households or persons shall not exceed 120 percent of the median household income for the county (adjusted for family size).
- (7) During occupancy of an affordable housing (moderate income) rental unit, a household's annual income may increase to an amount not to exceed 160 percent of median household income for the county (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term.
- (8) At the time of sale or lease of an affordable housing (middle income) unit, the total income of eligible households or persons shall not exceed 140 percent of the median household income for the county (adjusted for family size).
- (9) During occupancy of an affordable housing (middle income) rental unit, a household's annual income may increase to an amount not to exceed 180 percent of median household income for the county (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term.
- (10) Eligibility is based on proof of legal residence in the county for at least one consecutive year.
- (11) Priority shall be given to families of four or more members for larger sized affordable work force housing units.
- (12) The applicant shall execute a sworn affidavit stating the applicant's intention to occupy the dwelling unit.
- (13) The income of eligible households shall be determined by counting only the first and highest paid 40 hours of employment per week of each unrelated adult. For a household containing adults related by marriage or a domestic partnership registered with the city, only the highest 60 hours of the combined employment shall be counted. The income of dependents regardless of age shall not be counted in calculating a household's income.
- (14) In the event that a tenant's income shall exceed the maximum allowable income under this section and such shall occur for the first time during the last three months of a tenancy, then the landlord and tenant may extend a lease for a period of one year at the affordable rental rate.
- (15) The planning board may review a household's income and unique circumstances to determine eligibility and conformance with the intent of this ordinance to assure that people in need are not excluded and people without need are not included.

(Ord. No. 98-18, § 1, 6-3-1998; Ord. No. 02-08, § 1, 2-20-2002; Ord. No. 05-27, § 6, 10-18-2005; Ord. No. 08-04, § 29, 5-20-2008)

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Bk# 2806 Pg# 1662

Sec. 122-1470. - Accessory unit infill.

- (a) In all mixed use zoning districts of the city, the city shall encourage the addition of affordable work force housing on the same site as commercial properties and institutions to promote employee housing. Such development shall be known as accessory unit infill. Tenants shall be eligible persons under section 122-1469. Applicants under this section may provide two bicycle or scooter parking spaces per unit as an alternative to applying to the planning board for parking variances. Provided that units of 600 square feet or less are treated as an 0.78 equivalent unit and all units provided must be made available through the city's building permit allocation system.
- (b) The maximum total rental and/or sales price for accessory unit infill in a single development shall be based on each unit being affordable housing (moderate income). The rental and/or sales price may be mixed among affordable housing (low income), (median income), (middle income) and (moderate income) in order that the total value in rental and/or sales does not exceed ten percent of the rental and/or sales of all the units at affordable housing (moderate income).

(Ord. No. 98-18, § 1, 6-3-1998; Ord. No. 02-08, § 1, 2-20-2002; Ord. No. 05-27, § 9, 10-18-2005; Ord. No. 08-04, § 30, 5-20-2008; Ord. No. 13-11, § 3, 11-6-2013)

Sec. 122-1471. - Community housing development organization.

The city commission may promote the establishment of a nonprofit community housing development organization (CHDO), pursuant to federal regulations governing such organizations, to serve as developer of affordable workforce housing units on city-owned property located in both the city and in the community redevelopment areas, including excessed U.S. Navy property, or located in Key Haven and Stock Island in the unincorporated part of the county, upon interlocal agreement. In such event, the city may delegate to the community housing development organization all or partial administration of the affordable housing trust fund.

(Ord. No. 98-18, § 1, 6-3-1998; Ord. No. 02-08, § 1, 2-20-2002; Ord. No. 05-27, § 10, 10-18-2005)

Sec. 122-1472. - Family size.

When establishing a rental or sales amount, one shall assume family size as indicated in the table below. This section shall not be used to establish the maximum number of individuals who actually live in the unit.

Size of Unit	Assumed Family Size	Minimum Occupancy
Efficiency (no separate bedroom)	1	1
One bedroom	2	1
Two bedroom	3	2
Three bedroom	4	3

Exhibit D

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Four or more bedrooms	5	1 per bedroom
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(Ord. No. 02-08, § 1, 2-20-2002; Ord. No. 05-27, § 11, 10-18-2005)

Sec. 122-1473. - Reserved.

Editor's note— Section 12 of Ord. No. 05-27, adopted Oct. 18, 2005, repealed § 144-1473, which pertained to sunset provisions, and derived from Ord. No. 98-18, adopted June 3, 1998; and Ord. No. 02-08, adopted Feb. 20, 2002.

Secs. 122-1474—122-1500. - Reserved.

Boundary Survey

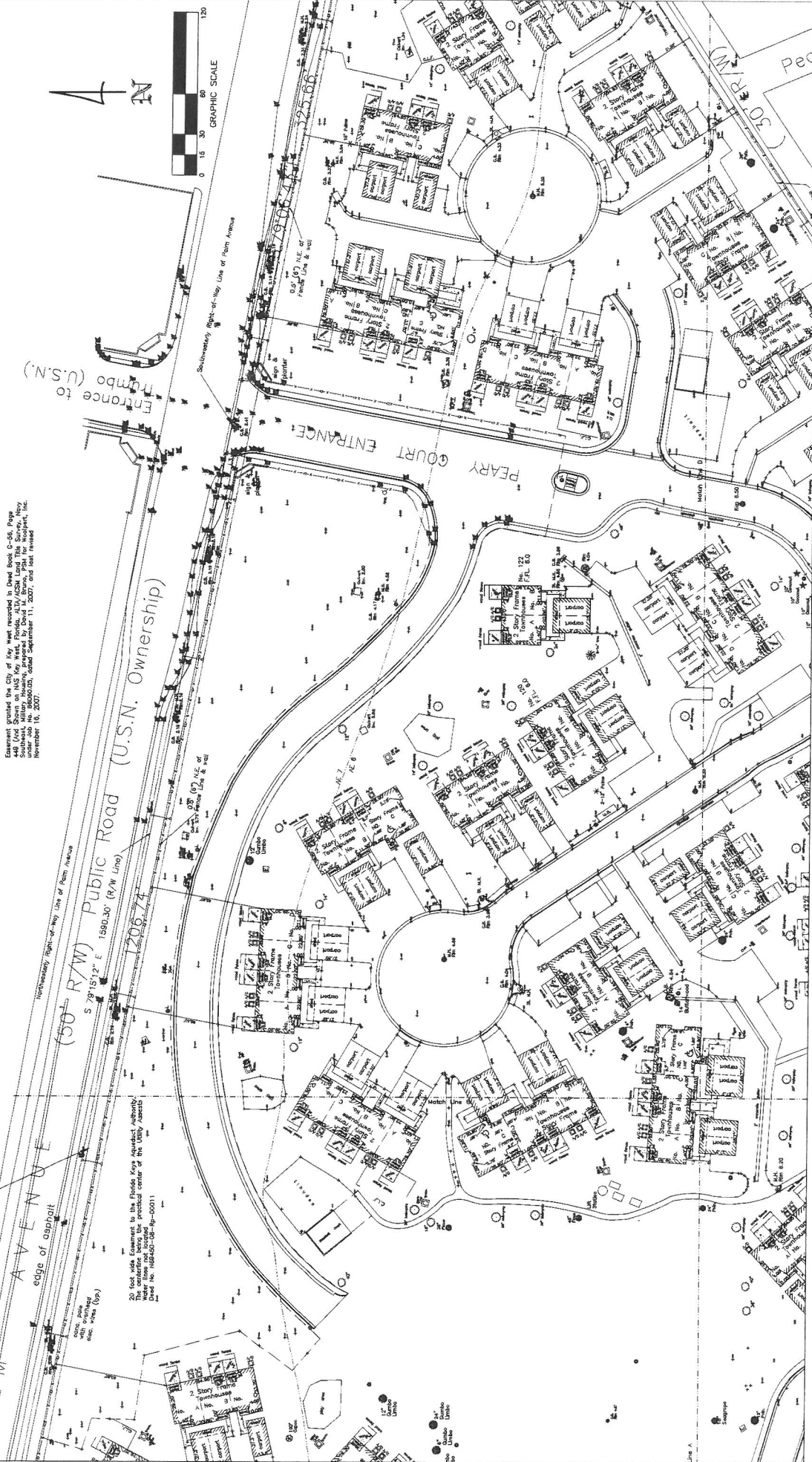
City of Key West Overhead Electrical Easement
 10/1/00 to 9/30/01
 10/1/00 to 9/30/01

City of Key West Overhead Electrical Easement
 10/1/00 to 9/30/01
 10/1/00 to 9/30/01

20 foot wide Easement to the Florida Key Aqueduct Authority
 The easement being the practical center of the Utility Assets
 Dated 10/1/00 to 9/30/01

edge of asphalt

edge of asphalt



City of Key West Overhead Electrical Easement
 10/1/00 to 9/30/01
 10/1/00 to 9/30/01

City of Key West Overhead Electrical Easement
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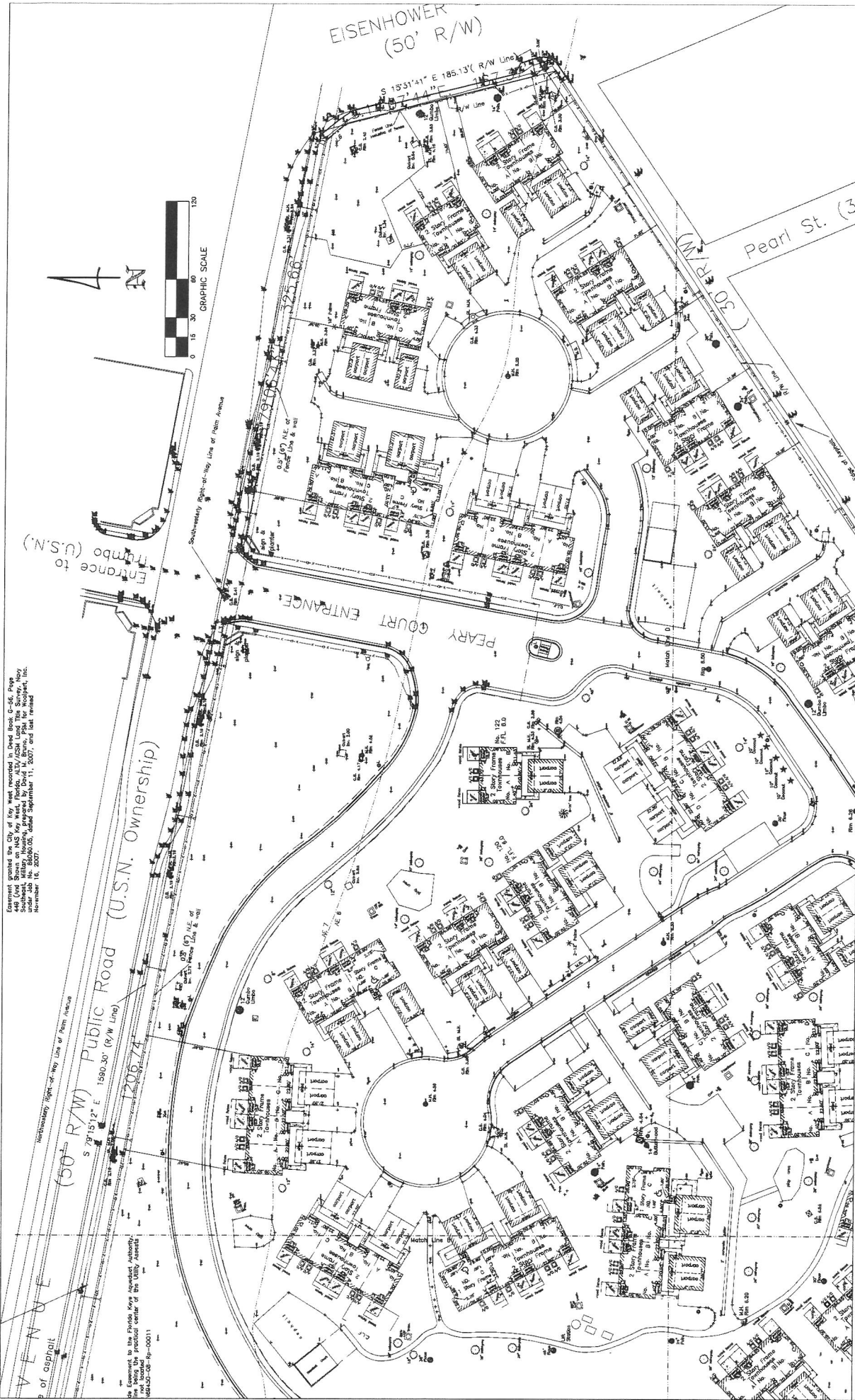
Exhibit A

ISLAND SURVEYING, INC.
 ENGINEERS, PLANNERS, ARCHITECTS
 2102 Seaside Drive
 Key West, FL 33040
 Tel. 305.246.4444
 Fax 305.246.4447
 E-mail: info@islandsurveying.com

Sheet 2 of 6

10/22/15 Updated

Project Name	Peary Court
Location	Peary Avenue, Key West, FL 33040
Survey Type	ALTA/NSPM/MSPS Survey
Scale	1"=30'
North Arrow	True North
Drawn By	J. Smith
Checked By	J. Smith
Approved By	J. Smith
Date	10/22/15
Revision	1
Notes	See Notes on Drawing



Eastman granted the City of Key West recorded in Deed Book G-56, Page 100, a license to use the Peary Court for the purpose of the Peary Court. The license was granted to the City of Key West under Job No. 2000-05, dated September 11, 2007, and last revised November 10, 2007.

Sheet 3 of 6

10/22/16 Updated

Peary Court
Key West, Florida

ALTA/ACSM/NGPS Survey
Date: 1-2-07
Scale: 1"=25'

Drawn By: JLS
Check By: JLS
Date: 1-2-07

15-486
15-486
15-486

ISLAND SURVEYING, INC.
PLANNERS
SURVEYORS
22715 N. Highway 1, Suite 207
Key West, FL 33040
Tel: 305.241.2007
Fax: 305.241.2007
www.islandsurveying.com

Exhibit A

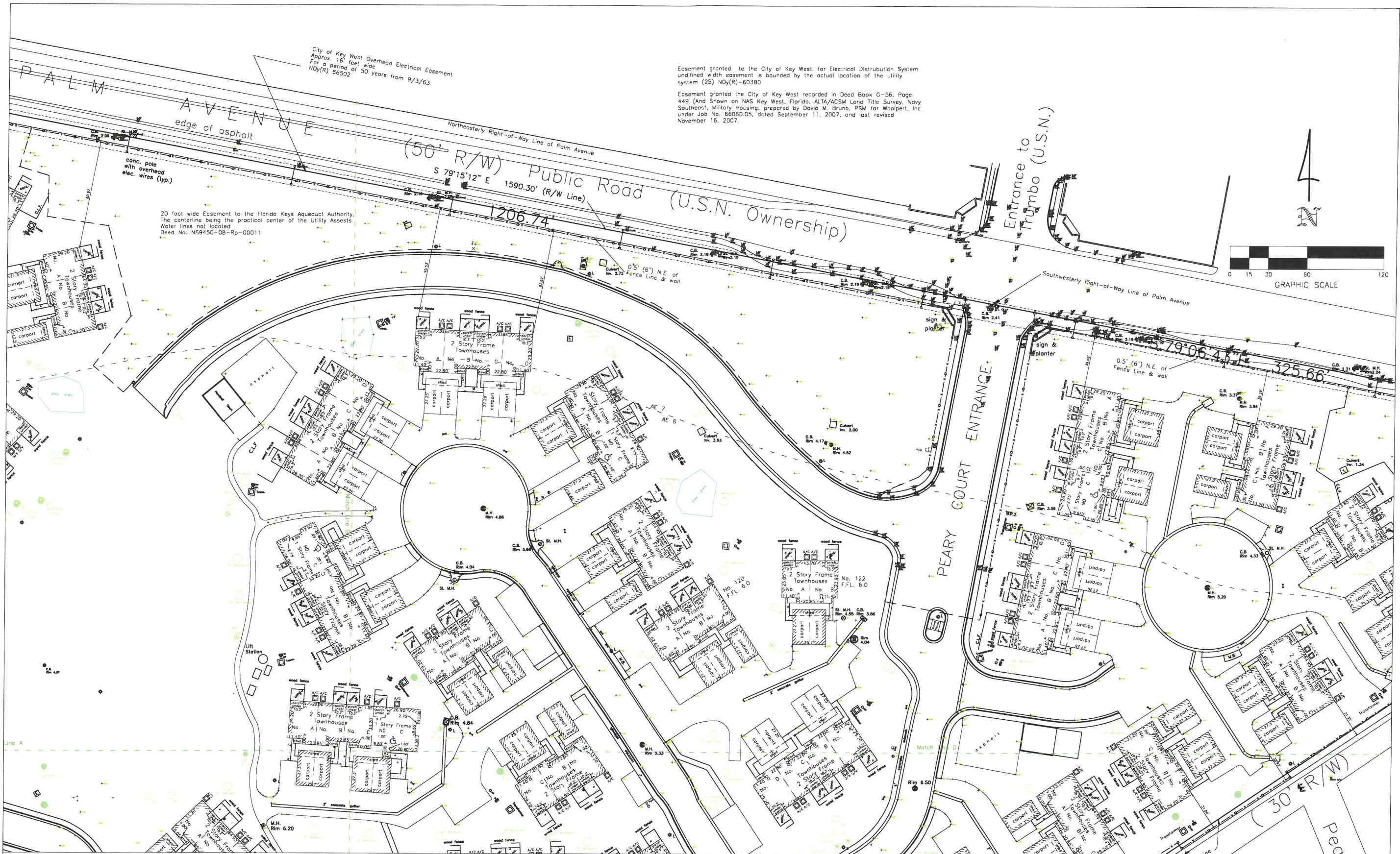


10/22/15: Updated

Peary Court Palm Avenue, Key West, FL 33040			
ALTA/ACSM/NSPS Survey		Dwn No.: 15-466	
Scale: 1"=30'	Ref: 205-31	Flood panel No: 1516 K	Dwn By: F.H.H.
Date: 1/31/12		Flood Zone: AE	Flood Elev: 8'-7"
REVISIONS AND/OR ADDITIONS			
2/1/12: revise legal Description			
7/18/13: ALTA			
8/1/13: Revise L.O., Boundary information			
d:\alred.dwg\usn\boundaryinformation\60pearycourt			

Sheet 1 of 6

3152 Northside Drive
Suite 201
Key West, FL 33040
(305) 293-0466
Fax: (305) 293-0237
hhsd@bellsouth.net
L.B. No. 7700



City of Key West Overhead Electrical Easement
Approx. 16' feet wide
For a period of 50 years from 9/3/63
NOY(R) 66502

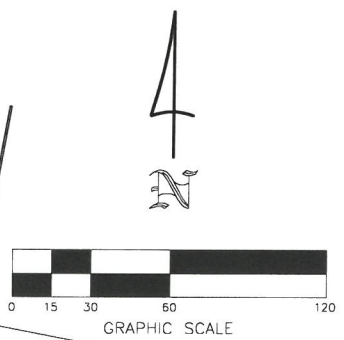
Easement granted to the City of Key West, for Electrical Distribution System
undefined width easement is bounded by the actual location of the utility
system (25) NOY(R)-60380

Easement granted the City of Key West recorded in Deed Book G-56, Page
449 (And Shown on NAS Key West, Florida, ALTA/ACSM Land Title Survey, Navy
Southeast, Military Housing, prepared by David M. Bruno, PSM for Woolpert, Inc.
under Job No. 66060.05, dated September 11, 2007, and last revised
November 16, 2007.

20 foot wide Easement to the Florida Keys Aqueduct Authority.
The centerline being the practical center of the Utility Assets
Water lines not located
Deed No. N59450-08-Rp-00011

PEARY COURT ENTRANCE

Entrance to
Trumbo (U.S.N.)



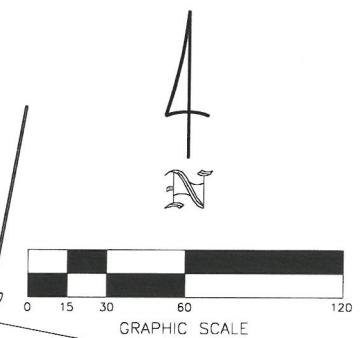
10/22/15: Updated

Peary Court Palm Avenue, Key West, FL 33040		Sheet 2 of 6	
ALTA/ACSM/NSPS Survey		Dwn No.: 15-466	
Scale: 1"=30'	Ref: 205-31	Flood panel No: 1516 K	Dwn. By: F.H.H.
Date: 1/31/12		Flood Zone: AE	Flood Elev: 6'-7"
REVISIONS AND/OR ADDITIONS			
2/1/12: revise legal Description			
7/18/13: ALTA			
8/1/13: Revise L.D. Boundary information			
datafiled.dwg/usn/boundaryinformation/5bpearycourt			
ISLAND SURVEYING, INC. ENGINEERS PLANNERS SURVEYORS 3152 Northside Drive Suite 201 Key West, FL 33040		(305) 293-0466 Fax: (305) 293-0237 hhsd1@bellsouth.net L.B. No. 7700	



Easement granted the City of Key West recorded in Deed Book G-56, Page 449 (And Shown on NAS Key West, Florida, ALTA/ACSM Land Title Survey, Navy Southeast, Military Housing, prepared by David M. Bruno, PSM for Woolpert, Inc. under Job No. 56050.05, dated September 11, 2007, and last revised November 16, 2007.

de Easement to the Florida Keys Aqueduct Authority, the being the practical center of the Utility Assets not located N69450-08-Rp-00011



10/22/15: Updated

Peary Court Palm Avenue, Key West, FL 33040			
ALTA/ACSM/NSPS Survey		Dwn No.: 15-466	
Scale: 1"=30'	Rel. 205-31	Flood panel No. 1518 K	Dwn. By: F.H.H.
Date: 1/31/12		Flood Zone: AE	Flood Elev. 6'-7"
REVISIONS AND/OR ADDITIONS			
2/1/12: revise legal Description			
7/18/13: ALTA			
8/1/13: Revise L.D., Boundary information			
datafiled.dwg/usn/boundaryinformation/bbpearycourt			

Sheet 3 of 6

ISLAND SURVEYING INC.
ENGINEERS PLANNERS SURVEYORS
3152 Northside Drive
Suite 201
Key West, FL 33040
(305) 293-0466
Fax: (305) 293-0237
info@islandsurveying.net
L.B. No. 7700

SURVEYOR'S CERTIFICATE

This Certificate and the attached survey are made for the benefit of: BankUnited, N.A., its successors and assigns, as their interests may appear, Commonwealth Land Title Insurance Company and Peary Court Holdings, L.P., a Delaware limited partnership

I hereby certify

- That the survey was made on the ground and is correct.
- That the survey shows a complete legal description of the land and any easements appurtenant to the land necessary for access or utilities and an indication of the total acreage or square foot area of the land.
- That the survey shows the location of the perimeter of the subject property by courses and distances and all lines described by reference to the line of another piece of property.
- That all field measurements on the survey are balanced, both as to angles and distances, so as to provide a mathematical closure. That the survey shows the point of beginning, if applicable, basis of bearings, assumed or otherwise, the scale and a north arrow. That the survey shows the following information for any curve: length of arc, radius, central angle and bearing to the radius point from the beginning and end points of the curve.
- That the survey shows the location of all easements and rights-of-way, including all easements and rights-of-way shown as exceptions on Commonwealth Land Title Insurance Company commitment for title insurance No. FL-6752-81-411300230TS dated August 31, 2015 at 11:00 p.m. That the survey shows the location of all easements referred to in the title binder, showing the book and page of recording of all easements on the survey, and stating that all easements are located pursuant to the book and page of the recorded easements.
- That the survey shows established building lines and setback, height and bulk restrictions of record or disclosed by applicable zoning or building codes (in addition to those recorded in subdivision maps).
- That the survey shows all dedicated public streets, easements or rights-of-way providing access to the land, and whether such access is paved to the property line of the land and that the width of all of the foregoing are indicated.
- That the survey shows lines of streets abutting the subject property and the width thereof, and that ingress and egress to the subject property is provided by Palm Avenue and White Street, the same being a dedicated public right-of-way maintained by the City of Key West, and Monroe County.
- That the survey shows encroachments and the extent thereof in feet and inches (if practicable) upon the subject property, including, but without limitation, over, under or across buildings, easements and encroachments either way across the boundary lines of the subject property (or if any improvements located upon the land encroach upon other lands).
- That the survey shows the exterior dimensions of all buildings at ground level and the square footage of the exterior footprint of all buildings, or gross floor area of all buildings at ground level and the height of all buildings above grade at a defined location, if applicable.
- That the survey shows all substantial, visible improvements (in addition to buildings) such as signs, parking areas or structures, swimming pools, tennis courts, etc.
- That the survey shows the relation of the improvements by distances to the perimeter of the subject property, the established building lines and the street lines.
- That the survey shows all parking areas and, if striped, the striping and the type (e.g. handicapped, motorcycle, regular, etc) and number of parking spaces, if applicable.
- That the survey shows the location of all easements necessary to bring utilities to the Property, together with the location of all utilities (i.e., sewer, water, electric, telephone and gas service) serving or existing on the property as evidenced by on-site observation or as determined by records provided by client, utility companies and other appropriate sources (with reference as to the source of information) (for example): (a) railroad tracks and sidings; (b) manholes, catch basins, valve vaults or other surface indications of subterranean uses; (c) wires and cables (including their function) crossing the surveyed premises, all poles on or within ten feet of the surveyed premises; and the dimensions of all crosswires or overhangs affecting the surveyed premises; and (d) utility company installations on the surveyed premises.
- That the survey shows the location of all matters affecting the land, including fences, pipelines and streams.
- That the survey shows all observable evidence of earth moving work, building construction or building additions within recent months.
- That the survey shows all observable evidence of site use as a solid waste dump, sump or sanitary landfill.
- That if the subject property is described as being on a field map or plat, a legend relating the survey to said map or plat is on the survey.
- That the survey shows any coastal body of water or navigable waterway within 150 feet of the subject property, if applicable.
- That the survey shows all applicable coastal construction lines, bulkhead lines, mean high water marks and erosion control lines must be shown on the survey or a statement contained therein that same do not lie within the boundary of the subject property.
- That the subject property does not serve any adjoining property for drainage, ingress or egress or any other purpose, except as shown on the survey.
- That the subject property is within special flood hazard area 120168, Panel 1516 K, AE, Elevation 6'-7', dated 2/18/05 as shown in the most recent Flood Hazard Boundary Maps prepared by the Department of Housing and Urban Development.
- That the Subject Property is zoned Historic Special Medium Density Residential District under zoning codes of the Island of Key West.
- That the survey shows any significant observations not otherwise disclosed.

25. That the survey represented hereon meets the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPS in 2011 and pursuant to the Accuracy Standards (as adopted by ALTA and ACSM and in effect on the date of this certification) of an Urban Survey, and includes items 1, 2, 3, 4, 6a, 6b, 7a,b,c, 8, 9, 10, 11a, 13, 14, 15, 17, 18, and 19, of Table A thereof. The field work was completed on October 21, 2015.
This instrument is not valid unless it bears an original signature and an embossed surveyor's seal.

DATED: _____

FREDERICK H. HILDEBRANDT
Professional Land Surveyor & Mapper No. 2749
Professional Engineer No. 36810
State of Florida

Legal Description: Peary Court:

Prepared by undersigner:

Note: Legal based on Physical properties:

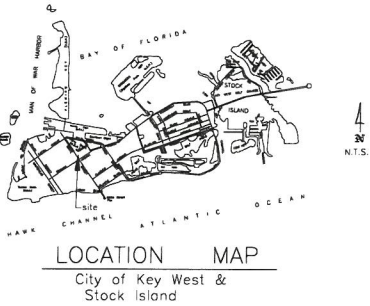
A parcel of land situated in the City of Key West, Monroe County, Florida and being more particularly described as follows: COMMENCING at the intersection of the Northwesterly Right-of-Way Line of Newton Street and the Northeasterly Right-of-Way Line of White Street (Florida State Plane Coordinates East Zone NAD 83/90, Northing = 82591.01, Easting = -392639.41); thence N 34°08'30" W along the said Northeasterly Right-of-Way Line of White Street for 310.39 feet; thence N 55°51'30" W for a distance of 0.05 feet to the back edge (Northeast side) of a concrete sidewalk and the Point of Beginning; thence N.34°08'00"W., and along the Northeast edge of a concrete sidewalk a distance of 289.66 feet; thence S 55°51'30" W for a distance of 0.10 feet to the Northeasterly Right-of-Way Line of White Street; thence N 34°08'30" W along the said Northeasterly Right-of-Way Line of White Street for a distance of 31.83 feet; thence N 55°51'30" E for a distance of 0.10 feet to the said back of the sidewalk of White Street; thence N 34°08'00" W along the said Northeasterly edge of a sidewalk for a distance of 853.03 feet to an existing fence; thence N.55°36'56"E., and along the said fence, which lies on Eaton Street a distance of 194.19 feet to a point lying 0.5 feet (6 inches) Northeast of a fence corner; thence S.79°06'43"E., and along a line lying 0.5 feet (6 inches) Northeasterly of a existing fence and wall a distance of 1206.74 feet; thence N 10°44'48" E for a distance of 8.75 feet to the Southeasterly Right-of-Way Line of Palm Avenue; thence S 79°15'12" E along the said Southeasterly Right-of-Way Line of Palm Avenue for a distance of 55.00 feet; thence S 10°44'48" W for a distance of 8.88 feet to the extension of a line lying 0.5 feet (6 inches) Northeasterly of the existing fence and wall; thence S 79°06'43" E and along a line lying 0.5 feet (6 inches) Northeasterly of the existing fence and wall for a distance of 325.66 feet to a point lying 0.5 feet (6") from the corner of the fence on Eisenhower Drive; thence S 40°23'08" E along the fence on Eisenhower for a distance of 20.90 feet; thence S 14°07'44" E and being partially along a fence line for 167.37 feet to Angela Street; thence S.56°24'46"W., and along a line lying 0.5 feet (6 inches) Southeasterly of the fence line of Angela Street a distance of 1080.22 feet; thence N.19°36'43"W., and along the edge of an existing fence a distance of 72.01 feet; thence S.68°44'44"W., and along the edge of an existing fence a distance of 204.28 feet to the Northeast side of a concrete sidewalk and the Point of Beginning.
Parcel contains 1053433.77 square feet or 24.1835 acres, more or less.

Schedule B-2 Exceptions

1. Defects, liens, adverse claims	N/A
2. Taxes or special assessments, for 2015 and subsequent years, which are not due and payable.	N/A
3A. Standard Exceptions, Easements, boundary line dispute, overlaps	See Survey
3B. Rights or claims of parties in possession not shown by the public records	N/A
3C. Any lien or right to a lien	N/A
3D. Taxes or assessments which are not shown as existing liens	N/A
4. Any claim of sovereign lands of the State of Florida	N/A
5. Any lien provided by County Ordinance or by Chapter 159, Fl. Statutes	N/A
6. Intentionally deleted	
7. Easement granted the City of Key West recorded in Deed Book G-56, Page 449 (And Shown on NAS Key West, Florida, ALTA/ACSM Land Title Survey, Navy Southeast, Military Housing, prepared by David M. Bruno, PSM for Woolpert, Inc. under Job No. 66060.05, dated September 11, 2007, and last revised November 16, 2007.	See Survey
8. Grant of Easement to BellSouth Telecommunications, Inc. dated July 2, 1998, N 62467-98-RP-00114, for a period of 50 years. (And Shown on NAS Key West, Florida, ALTA/ACSM Land Title Survey, Navy Southeast, Military Housing, prepared by David M. Bruno, PSM for Woolpert, Inc. under Job No. 66060.05, dated September 11, 2007, and last revised November 16, 2007.	See Survey
9. Grant of Easement for overhead power lines to the City of Key West, Florida 9/3/1963, N0Y(R) 66502, for a period of 50 years. (And Shown on NAS Key West, Florida, ALTA/ACSM Land Title Survey, Navy Southeast, Military Housing, prepared by David M. Bruno, PSM for Woolpert, Inc. under Job No. 66060.05, dated September 11, 2007, and last revised November 16, 2007.	See Survey
10. Matters as set forth on the survey prepared by Island Surveying Inc., dated January 31, 2012, last revised March 7, 2012, Drawing No. 12-126 as follows: a. Encroachments, if any, of improvements which have not been shown on the survey; b. Survey reflects a "Gap" between the right of way of Palm Avenue and the North property line. c. Encroachments, if any, lying in the 20' wide Easement of the Florida Keys Authority by unrecorded No. N69450-08-Rp-00011, which has not been located on the survey.	See Comments on survey
11-18 Deleted	
19. Terms, covenants, conditions and other matters	N/A
20. 20 foot wide Easement to the Florida Keys Aquaduct Authority by unrecorded No. N69450-08-Rp-00011, O.R. Book 2368, Page 2062	See Comments on survey

N/A = Not a survey matter

Comments: Item 10: Any encroachments have been shown, if any.
There is a gap between the Navy Boundary or adjoining streets with the current legal description. There is no gap for access at Southard Street and opposite the entrance into Trumbo.
The Florida Aquaduct has a 20 foot easement, 10 feet on each side of their water lines. More than likely there are some encroachments within the easement.



Monumentation:
▲ = fd. P.K. & Disc. L.B. 6929 Navy Boundary was monumentated
● = fd. Brass Disc. L.B. 6929
△ = set or fd. P.K. Disc. L.B. 7700

FIRM: 120168, Panel 1516 K
Zone, AE, Elevation 6' & 7'
2/18/05

ZONING: HSMR (Historic Special Medium Density Residential District)
Note: This is a new zoning made just for Peary Court

Dimensional requirements:
1. Max. density 8.6 dwelling units per acre
2. Max. floor ratio, 1.0
3. Max. Height 30 feet
4. Max. Lot coverage:
a. Max. Building coverage: 40%
b. Max. impervious surface ratio: 60%
5. Min. lot size: 5000 square feet
a. Min. lot width 50 feet
b. Min. lot depth 100 feet
6. Min. setbacks:
a. Front: 10 feet
b. Side: 5 feet
c. Rear 15 feet
d. Street side: 7.5 feet

Building heights are 28'

+5.08 = Existing Elevation

Grades are 1929 N.G.V.D.

Abbreviations:

M.H. = Man Hole
St. M.H. = Storm Man Hole
C.B. = Catch Basin
Sty. = Story
R/W = Right-of-Way
fd. = Found
p. = Plat
m. = Measured
d. = Deed
N.T.S. = Not to Scale
℄ = Centerline
Elev = Elevation
B.M. = Bench Mark

⊕ = Firewell
o/h = Overhead
u/g = Underground
F.F.L. = Finish Floor Elevation
conc. = concrete
I.P. = Iron Pipe
I.B. = Iron Bar
C.B.S. = Concrete Block Stucco
cov'd. = Covered
■ = Concrete Utility Pole
♣ = Wood Utility Pole

P.O.C. = Point of Commence
P.O.B. = Point of Beginning
P.B. = Plat Book
pg. = page
wd. = Wood
Bal. = Balcony
Pl. = Planter
A/C = Air Conditioner
℄ = Fire Hydr.
⊕ = Water Valve
⊕ = Light Pole

Field Work performed on: 10/21/15

Updated 10/22/15: major change, removal of old credit union bldg.

Site Plan

Project Statistics: Peary Court Key West, FL 33040

Abbreviations: Grades are 1929 N.G.V.D.

Abbreviations:
M.H. - Man Hole
S.M. - Storm Man Hole
C.B. - Catch Basin
S. - Storm
R.W. - Right of Way
N. - North
P. - Pipe
R. - Road
C. - Center
N.T.S. - Not to Scale
S. - Section
Elev. - Elevation
S.M. - Storm Man Hole

Grades are 1929 N.G.V.D.
F. - Front
U.G. - Under Ground
F.F. - Front Foot
C. - Center
S. - Storm
R.W. - Right of Way
N. - North
P. - Pipe
R. - Road
C. - Center
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N.T.S. - Not to Scale
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Elev. - Elevation
S.M. - Storm Man Hole

GENERAL INFORMATION:

DISTRICT: HSMR - Historic Special Medium Density Residential
GROSS AREA: 24.1835 ACRES OR 1,053,433.77 SF
SETBACKS REQUIRED:
FRONT (White Street) 10' PROVIDED: 10'
SIDE YARD (Palm, Angela, Eaton): 7.5' PROVIDED: 7.5'
REAR (Eisenhower): 15' PROVIDED: 15'
BUILDING HEIGHT: 30'-0" FROM CROWN OF ROAD AT WHITE STREET (6.09 NGVD29)
PROPOSED MAXIMUM BUILDING HEIGHT: 28'-0"
MAX BUILDING COVERAGE ALLOWED: 40% or 421,374 s.f.
EXISTING BUILDING COVERAGE: 15.8% or 166,382 s.f.
PROPOSED BUILDING COVERAGE: 188,320 s.f. or 17.8%

EXISTING UNITS: 160
ENTITLEMENTS: 48 DU APPROVED DEVELOPMENT PLAN
(33 TWO BEDROOM UNITS, 15 CONVERSIONS)
208 UNITS TOTAL ENTITLEMENTS

PARKING REQUIREMENT:

33 PARKING SPACES REQUIRED FOR NEW UNITS PROVIDED: 33 NEW PARKING SPACES
15 PARKING SPACES REQUIRED FOR CONVERSIONS PROVIDED: 15 EXISTING PARKING SPACES
10% BICYCLE PARKING REQ. PROVIDED: 24 NEW BICYCLE SPACES

MAXIMUM ALLOWED IMPERVIOUS AREA: 60% or 632,060 s.f.

TOTAL EXISTING IMPERVIOUS AREA:
Existing Unit Coverage: 166,382 s.f.
Existing Roadways & Sidewalks: 321,638 s.f.
488,020 s.f. or 46.33%

TOTAL PROPOSED IMPERVIOUS AREA:
Proposed Unit Coverage: 188,320 s.f.
Existing Roadways & Sidewalks: 339,615 s.f.
527,935 s.f. or 50.11%

REQUIRED OPEN SPACE: 35% or 368,702 s.f.

PROPOSED OPEN SPACE: 50% or 525,498 s.f.

FEMA FLOOD ZONE:

FLOOD ZONES: AE 6, & AE 7
PROPOSED FINISHED FLOOR HEIGHTS: 9.0' NGVD1929

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

1
A1

PROJECT
NORTH

PEARY COURT
MAJOR DEVELOPMENT SUBMITTAL
KEY WEST, FLORIDA, 33040



410 Angela Street
Key West, Florida 33040
Telephone (305) 296-1347
Facsimile (305) 296-2727
Florida License ALC002022

Bender & Associates
ARCHITECTS
p.c.

Project No: 1622-A

Date: 7/01/2021

A1

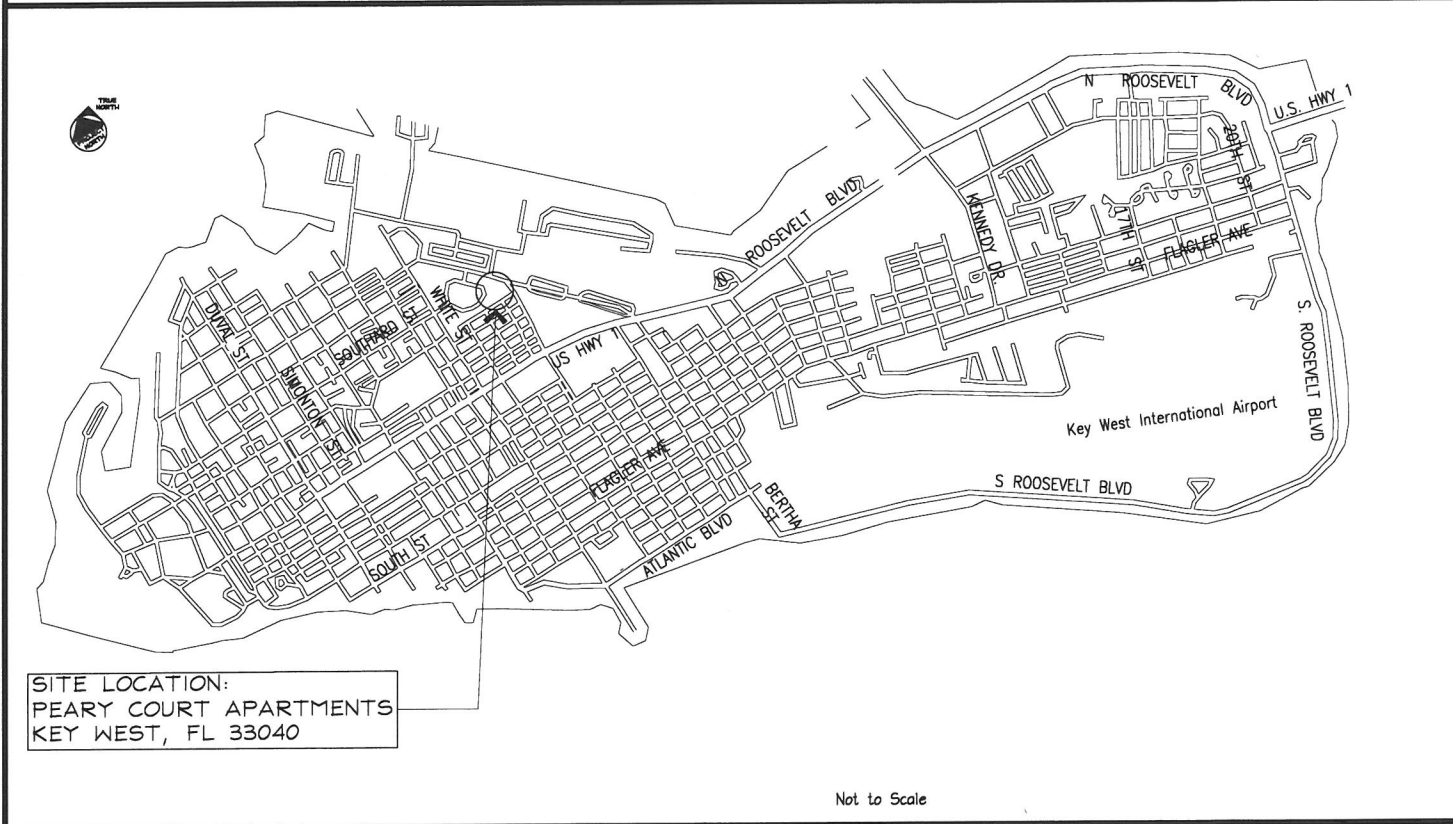
6 OF 42

THIS SITEPLAN INDICATES
THE LOCATION OF ALL NEW
CONSTRUCTION WHICH
INCLUDES THE FOLLOWING:
- 9 BUILDING SITES
- 33 UNITS
- 33 PARKING SPACES

PEARY COURT

Key West Florida 33040
MAJOR DEVELOPMENT SUBMITTAL

SITE MAP - KEY WEST



SITE LOCATION:
PEARY COURT APARTMENTS
KEY WEST, FL 33040

Not to Scale

PROJECT DIRECTORY

PROJECT: PEARY COURT
ARCHITECT'S PROJECT No.: 1622-A

CONTACT: PEARY COURT APARTMENTS, LLC
Address: 3850 HOLLYWOOD, FL 33021.

Tel: (954) 984-2200
Representative: JEFF CORNFELD

ARCHITECT:
Address: BENDER & ASSOCIATES ARCHITECTS, P.A.
410 Angela Street, Key West, FL 33040
Tel: (305) 296-1347 Fax: (305) 296-2727
E-mail: info@benderarchitects.com
Architect: Haven Burkes
Designer Associate: Ana Catalina Alvarez

CIVIL ENGINEER:
Address: PEREZ ENGINEERING & DEVELOPMENT, INC.
1010 East Kennedy Drive, Key West, FL 33040
Tel: (305) 298-9440

LANDSCAPE ARCHITECT:
Address: COMMUNITY SOLUTIONS GROUP
618 E. South Street, Suite 700
Orlando, FL 32801
Tel: (407) 423-8398

DESCRIPTION OF WORK:
MAJOR DEVELOPMENT SUBMITTAL FOR CONSTRUCTION OF 33 NEW RESIDENTIAL UNITS.

GENERAL NOTES

- All work shall comply with the Florida Building Code, latest edition, and all applicable laws, codes and ordinances of the City, County, and the State of Florida. In the City of Key West, applicable Codes forming the basis of this design and compliance requirements for the Contractor include:
FLORIDA BUILDING CODE - Building 2020 EDITION
FLORIDA BUILDING CODE - Existing 2020 EDITION
FLORIDA BUILDING CODE - Residential 2020 EDITION
FLORIDA BUILDING CODE - Plumbing 2020 EDITION
FLORIDA BUILDING CODE - Fuel Gas 2020 EDITION
FLORIDA BUILDING CODE - Mechanical 2020 EDITION
FLORIDA BUILDING CODE - Energy Conservation 2020 EDITION
NATIONAL ELECTRICAL CODE 2020 EDITION
NFPA 101 LIFE SAFETY CODE w/ Florida Modifications
FLORIDA FIRE PREVENTION CODE 2020 EDITION
NFPA 1 2020 EDITION
This project is designed in accordance with A.S.C.E. 7-10 to resist wind loads of 180 mph (3 second gusts) and in accordance with ASCE 24-14 Flood Resistant Design and Construction.
- Prior to submitting a bid, verify all existing conditions and dimensions on the jobsite, and also after award, but prior to the start of construction.
- Contours and/or existing grades shown are approximate. Verify with field conditions. Final grading shall provide gradual slopes and grades. Slope all grades away from the building. Planting areas shall be graded with soil suitable for planting. Rock and debris will not be allowed.
- Where discrepancies between drawings, specifications, and code requirements occur, adhere to the most stringent requirement.
- Dimensions shall take precedence over scale.
- All new utilities shall be underground.
- Drawings and specifications are complementary. Refer to all sheets of drawings and applicable sections of the specifications for interfaces of work with related trades.
- After completion of construction remove all debris and construction equipment. Restore site to original condition.
- Notify owner of any possible artifacts uncovered during site grading and throughout the course of construction.
- Furnish a receptacle on site to contain construction debris and maintain the site in an orderly manner to ensure public safety and prevent blowing debris.
- Comply with all requirements for selective demolition as specified, shown on the Demolition Plan, or called for in the selective Demolition Notes.

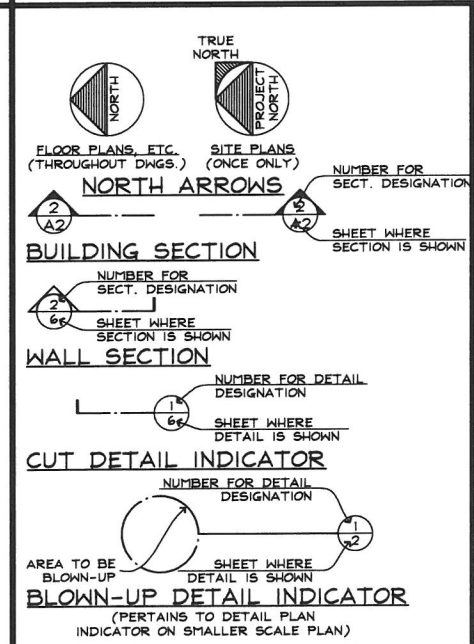
FLORIDA ADMINISTRATIVE CODE

61G1-16.003 Use of Seal. The personal seal, signatures and date of the architect or interior designer shall appear on all architectural or interior design documents to be filed for public record and shall be construed to obligate his partners or his corporation. A corporate seal alone is insufficient. Documents shall be signed personally and sealed by the responsible architect or interior designer. Final official record documents (not tracings, etc.) shall be so signed. The signing and sealing of the specification index sheets shall be considered adequate. All drawing sheets and pages shall be so signed and sealed. An architect or interior designer shall not affix, or permit to be affixed, his seal or name to any plan, specifications, drawings, or other related document which was not prepared by him or under his responsible supervising control as provided in Rule Chapter 61G1-23, F.A.C. An architect or interior designer shall not use his seal or do any other act as an architect or interior designer unless holding at the time a certificate of registration and all required renewals thereof.
Specific Authority: 481.2055, 481.221 FS. Law Implemented: 481.221, 481.225(1)(a), (g), (j), 481.225(1)(g), (h), (i) FS. History-New 12-23-79, Formerly 21B-16.03, Amended 7-27-89, Formerly 21B-16.003, Amended 11-21-94, 4-18-00.

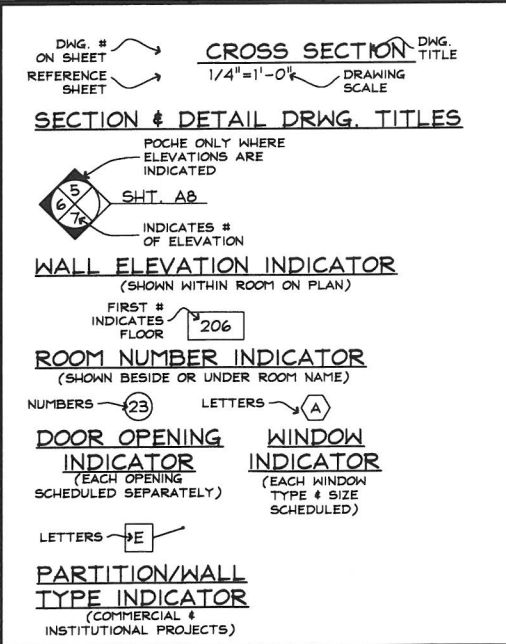
ABBREVIATIONS

AB	ANCHOR BOLT	MIN	MINIMUM
ABC	AGGREGATE BASE COURSE	NTS	NOT TO SCALE
AVC	AIR CONDITIONING	OA	OVERALL
BLKG	BLOCKING	OC	ON CENTER
BUR	BUILT UP ROOF	OD	OUTSIDE DIAMETER
CAB	CABINET	PCF	POUNDS PER CUBIC FOOT
CER	CERAMIC	PL	PROPENTRY LINE
CL	CENTER LINE	PLM	PLASTIC LAMINATE
CLG	CEILING	PLF	POUNDS PER LINEAL FOOT
CMU	CONCRETE MASONRY UNIT	PNL	PANEL
COL	COLUMN	PT	CCA PRESSURE TREATED
CONC	CONCRETE	PVC	POLYVINYLCHLORIDE
DBL	DOUBLE	R	RADIUS (OR) RISER
DIAG	DIAGONAL	R/A	RETURN AIR
DS	DOWNSPOUT	REBAR	STEEL REINF. BAR
DTL	DETAIL	REFR.	REFRIGERATOR
DWR	DRAINER	SF	SQUARE FOOT (FEET)
EJ	EXPANSION JOINT	SS	STAINLESS STEEL
EL	ELEVATION	SPEC	SPECIFICATION
ELEC	ELECTRIC	T	TYPICAL
EQ	EQUAL	UNO	UNLESS NOTED OTHERWISE
EXH	EXHAUST	VCT	VINYL COMPOSITION TILE
FV	FIELD VERIFY	VERT	VERTICAL
GALV	GALVANIZED	WD	WOOD
GALVZ	GALVANIZED IRON	WNF	WELDED WIRE FABRIC
HORZ	HORIZONTAL	WH	WATER HEATER
HDW	HARDWARE	W/O	WITHOUT
HVAC	HEATING VENTILATING & AIR CONDITIONING		
FOC	FACE OF CONCRETE		
FOS	FACE OF STUD		
FIN	FINISH		
FE	FIRE EXTINGUISHER		
FND	FOUNDATION		
FTG	FOOTING		
ID	INSIDE DIAMETER		
MAX	MAXIMUM		

SYMBOLS LEGEND



CROSS SECTION



MATERIAL DESIGNATIONS

CONCRETE MASONRY UNITS IN PLAN
CONC., STUCCO, PLASTER IN ELEV./POURED CONC. IN PLAN
METAL IN ELEVATION
METAL IN SECTION
FINISH WOOD IN ELEV. & IN SECTION
DIMENSION LUMBER IN SECTION (CONTINUOUS)
WOOD BLOCKING IN SECTION (DISCONTINUOUS)
GYPSON WALL BOARD IN SECTION (LARGE SCALE)
EARTH, NATURAL SUBSTRATE
GRAVEL, AGGREGATE BASE COURSE, FILL
FIBERGLASS BATT INSULATION
RIGID INSULATION
CONCRETE MASONRY UNITS
POURED CONCRETE
WOOD FRAME
METAL STUDS
EXISTING CONSTRUCTION TO REMAIN
EXISTING CONSTRUCTION TO BE DEMOLISHED

SHEET INDEX

C	COVER
S1	EXISTING PARTIAL SURVEY 1
S2	EXISTING PARTIAL SURVEY 2
S3	EXISTING PARTIAL SURVEY 3
S4	EXISTING PARTIAL SURVEY 4
S5	EXISTING PARTIAL SURVEY 5
S6	EXISTING PARTIAL SURVEY 6
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C-100	EXISTING CONDITION STORMWATER MANAGEMENT
C-200	CONCEPTUAL STORMWATER MANAGEMENT APPROACH
LE-00	OVERALL LANDSCAPE PLAN
LA-01	LANDSCAPE SITE PLAN (PARTIAL)
LA-02	LANDSCAPE SITE PLAN (PARTIAL)
LA-03	LANDSCAPE SITE PLAN (PARTIAL)
LA-04	LANDSCAPE SITE PLAN (PARTIAL)
LA-05	LANDSCAPE SITE PLAN (PARTIAL)
LA-06	LANDSCAPE SITE PLAN (PARTIAL)
LA-07	LANDSCAPE SITE PLAN (PARTIAL)
LA-08	LANDSCAPE SITE PLAN (PARTIAL)
LA-09	LANDSCAPE SPECIFICATIONS
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A3	SITE PLAN BUILDING #2
A4	SITE PLAN BUILDING #3
A5	SITE PLAN BUILDING #4
A6	SITE PLAN BUILDING #5
A7	SITE PLAN BUILDING #6
A8	SITE PLAN BUILDING #7
A9	SITE PLAN BUILDING #8
A10	SITE PLAN BUILDING #9
A11	DUPLEX FIRST & SECOND FLOOR PLAN
A12	DUPLEX ELEVATIONS
A13	TRIPLEX FIRST & SECOND FLOOR PLAN
A14	TRIPLEX ELEVATIONS
A15	QUADRUPLUX FIRST FLOOR PLAN
A16	QUADRUPLUX SECOND FLOOR PLAN
A17	QUADRUPLUX ELEVATIONS
A18	QUINTUPLUX FIRST FLOOR PLAN
A19	QUINTUPLUX SECOND FLOOR PLAN
A20	QUINTUPLUX ELEVATIONS
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A22	SITE ELEVATIONS SITE # 3 & 4
LS	PEARY COURT LIFE SAFETY PLAN

PEARY COURT
MAJOR DEVELOPMENT SUBMITTAL
KEY WEST, FLORIDA, 33040

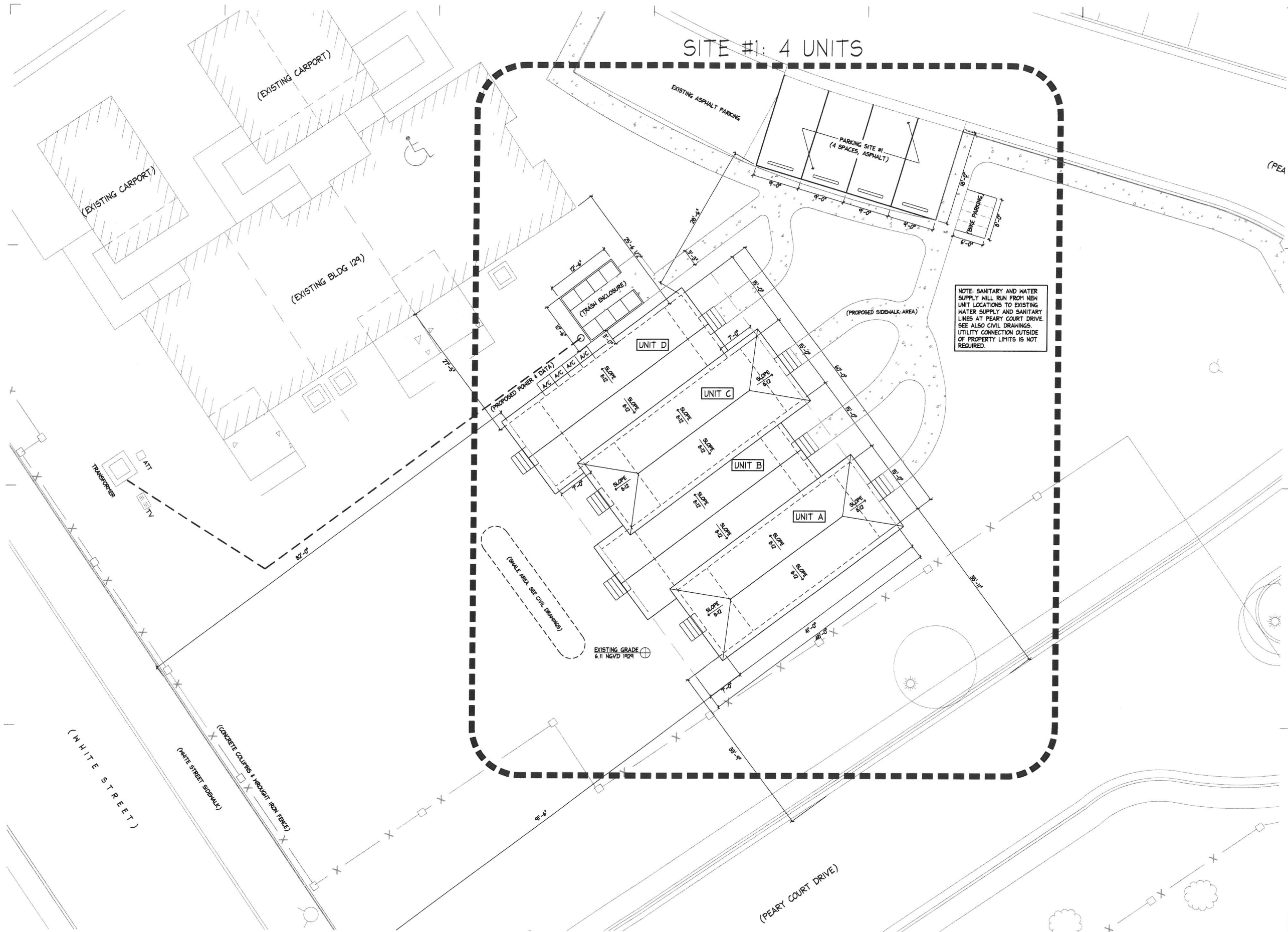


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SITE MAP KEY WEST
PROJECT DIRECTORY
GENERAL NOTES
SYMBOLS LEGEND
SHEET INDEX

Date: 06/18/2021



1 SITE PLAN BUILDING SITE #1
A2 SCALE: 1/8" = 1'-0"

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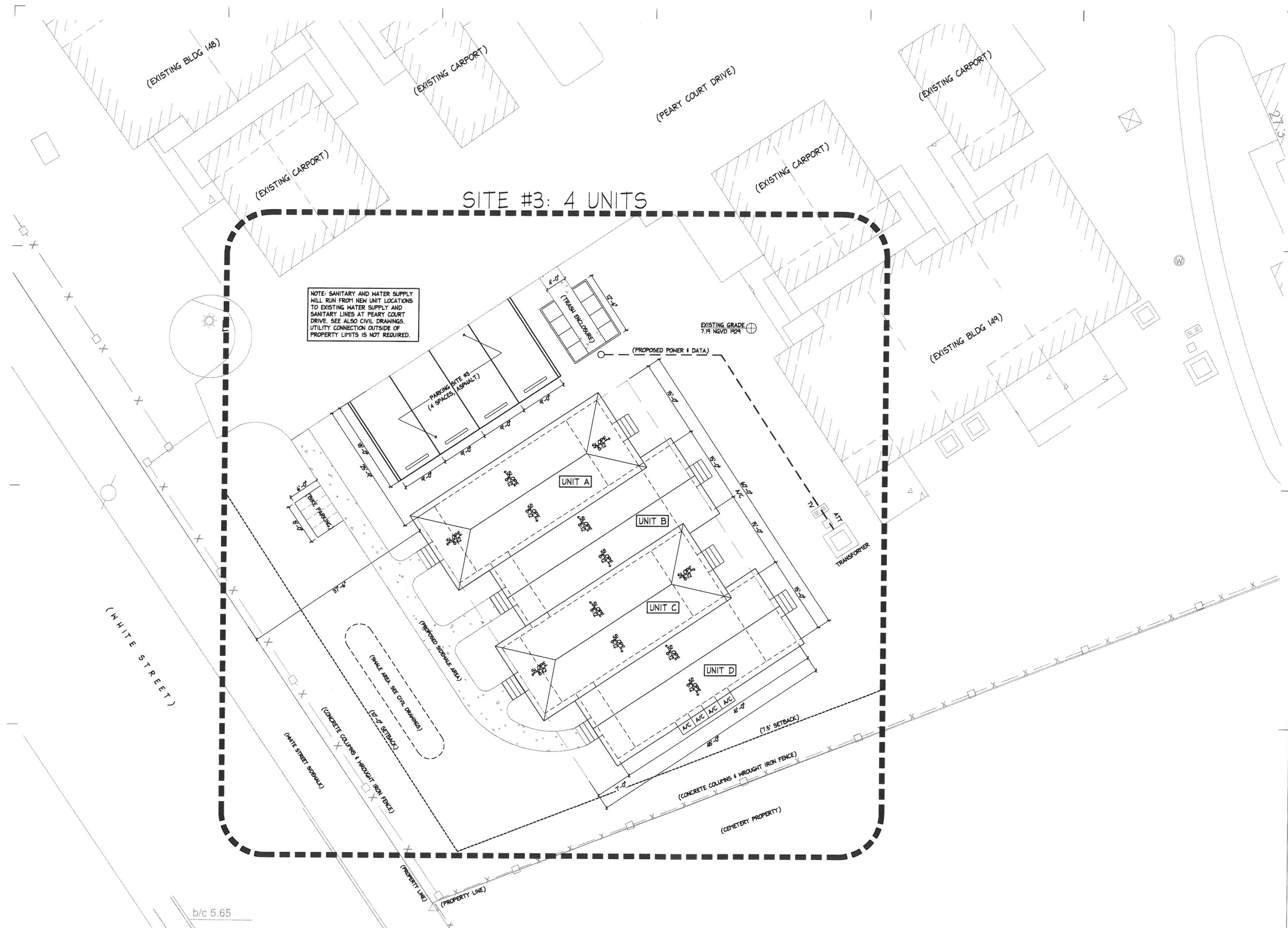
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Project No: 1622-A
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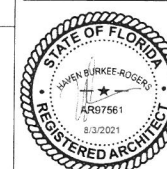
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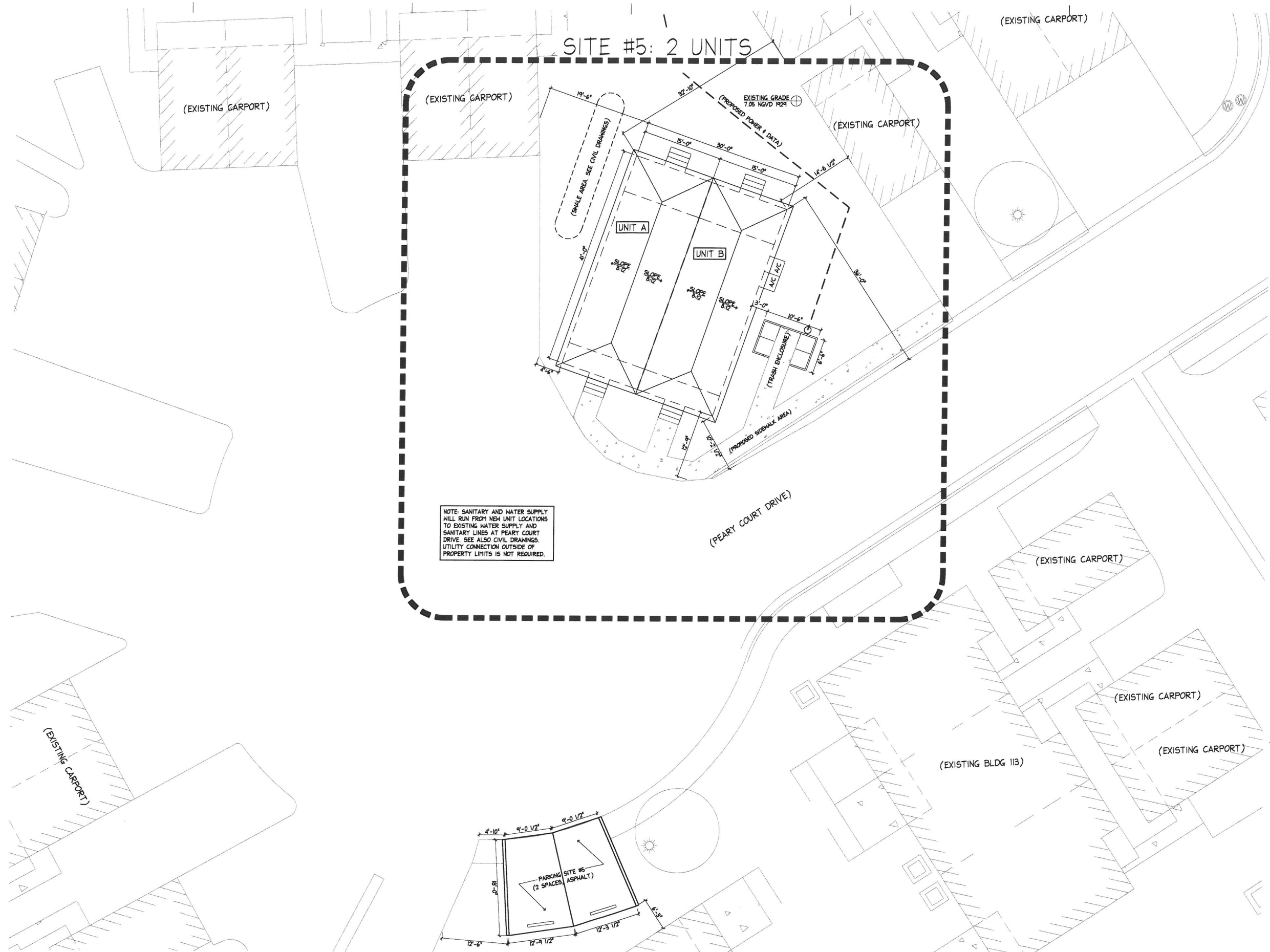
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Project No: 1622-

Date: 7/01/2021

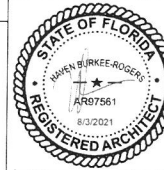
A5

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NOTE: SANITARY AND WATER SUPPLY WILL RUN FROM NEW UNIT LOCATIONS TO EXISTING WATER SUPPLY AND SANITARY LINES AT PEARY COURT DRIVE. SEE ALSO CIVIL DRAWINGS. UTILITY CONNECTION OUTSIDE OF PROPERTY LIMITS IS NOT REQUIRED.

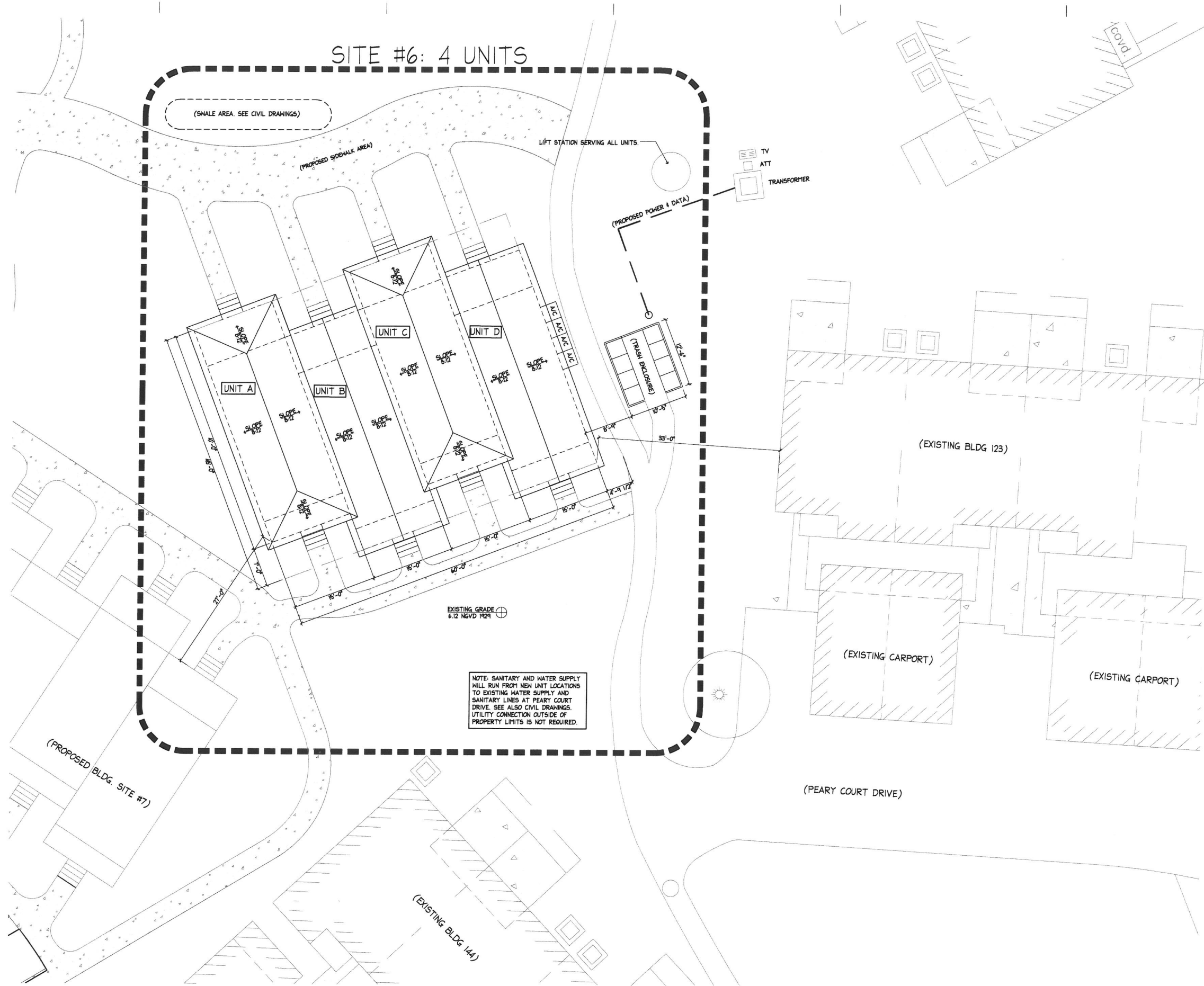
**PEARY COURT
MAJOR DEVELOPMENT SUBMITTAL
KEY WEST, FLORIDA, 33040**



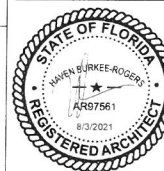
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Project No: 1622-A
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PEARY COURT
MAJOR DEVELOPMENT SUBMITTAL
KEY WEST, FLORIDA, 33040



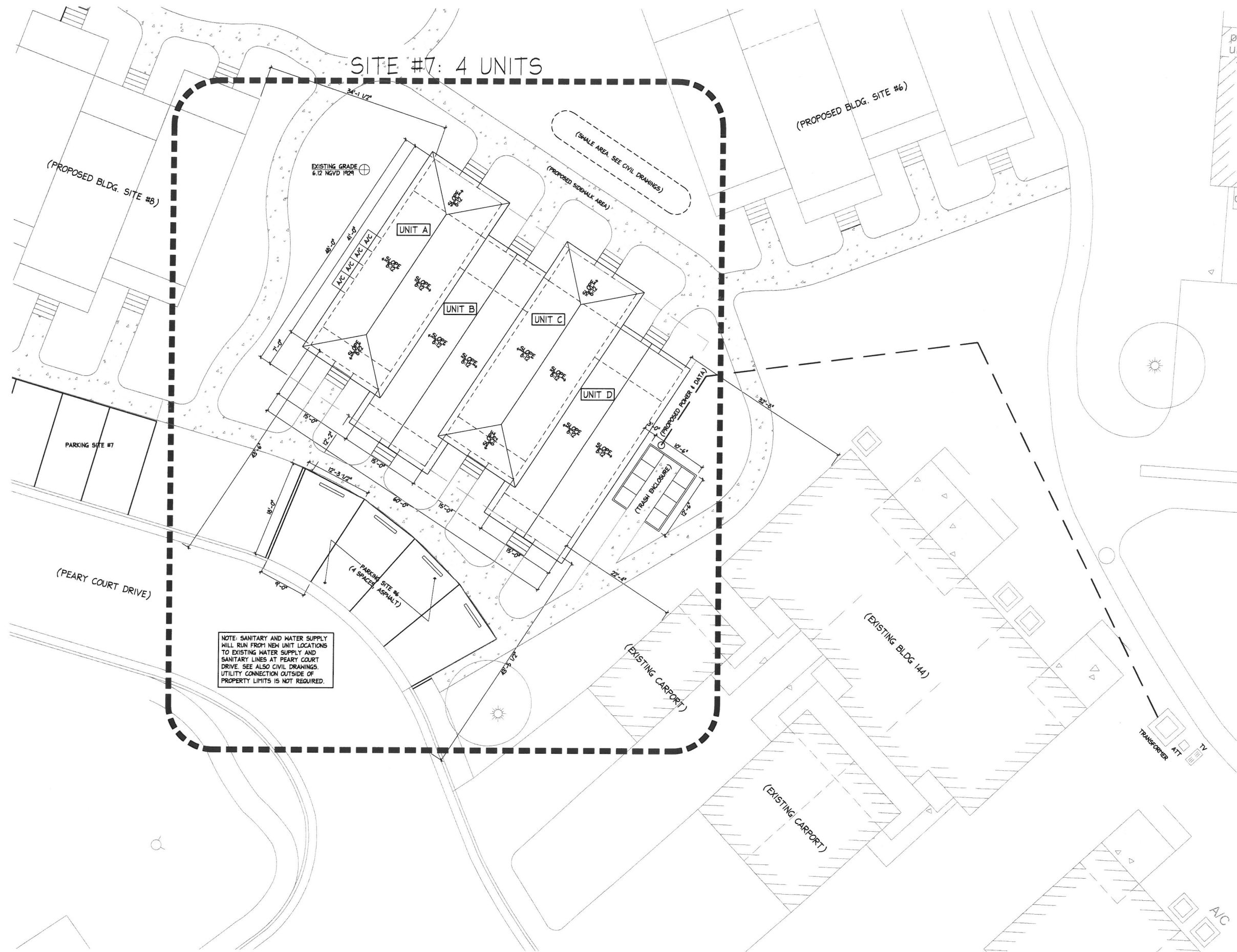
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Project No: 1622-A
Date: 7/01/2021

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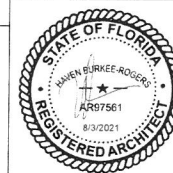




1 SITE PLAN BUILDING SITE #7
 SCALE: 1/8"=1'-0"

**PEARY COURT
 MAJOR DEVELOPMENT SUBMITTAL**

KEY WEST, FLORIDA, 33040



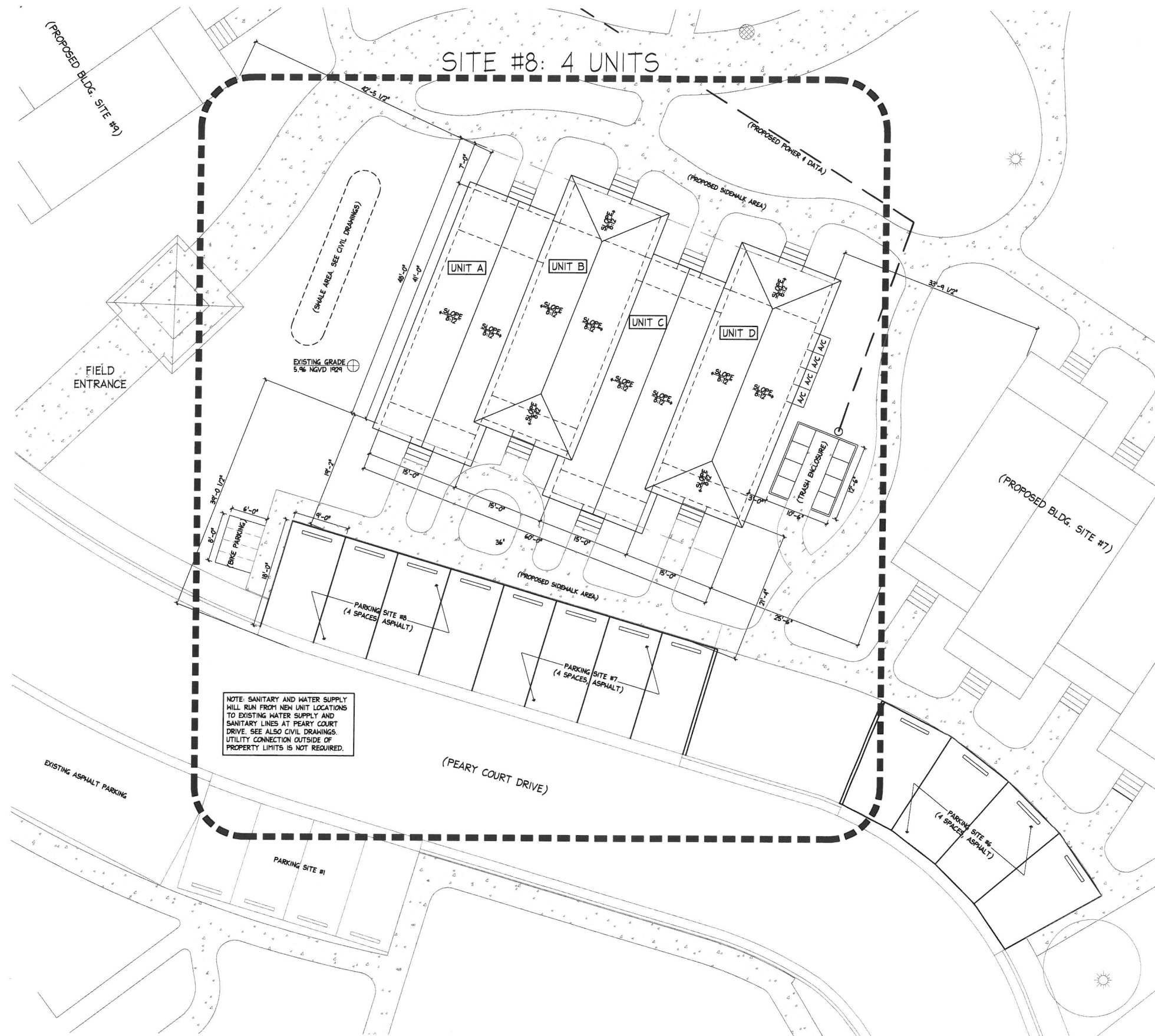
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Project No: 1622-A
 Date: 7/01/2021

A8





SITE #8: 4 UNITS

FIELD
ENTRANCE

(SWALE AREA SEE CIVIL DRAWINGS)

EXISTING GRADE
5.9% NGVD 1929

PARKING SITE #5
(4 SPACES, ASPHALT)

(PROPOSED SIDEWALK AREA)

PARKING SITE #7
(4 SPACES, ASPHALT)

(PEARY COURT DRIVE)

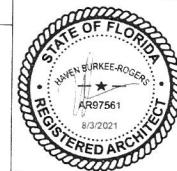
(PROPOSED BLDG. SITE #7)

PARKING SITE #6
(4 SPACES, ASPHALT)

NOTE: SANITARY AND WATER SUPPLY
WILL RUN FROM NEW UNIT LOCATIONS
TO EXISTING WATER SUPPLY AND
SANITARY LINES AT PEARY COURT
DRIVE. SEE ALSO CIVIL DRAWINGS.
UTILITY CONNECTION OUTSIDE OF
PROPERTY LIMITS IS NOT REQUIRED.



PEARY COURT
MAJOR DEVELOPMENT SUBMITTAL
KEY WEST, FLORIDA, 33040

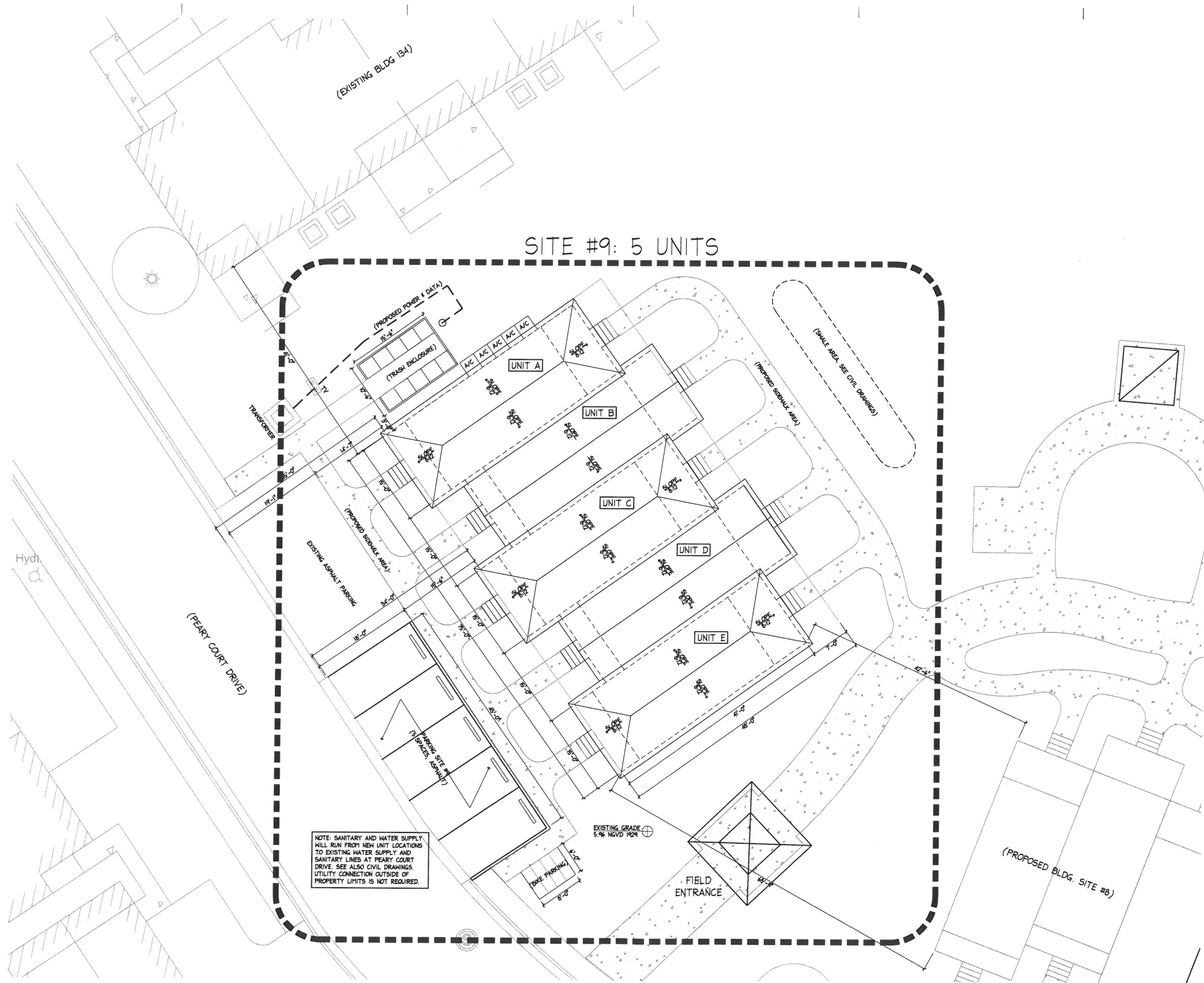


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Project No: 1622-A
Date: 7/01/2021

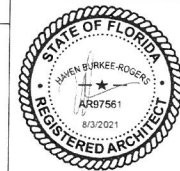
A9



NOTE: SANITARY AND WATER SUPPLY WILL RUN FROM NEW UNIT LOCATIONS TO EXISTING WATER SUPPLY AND SANITARY LINES AT PEARY COURT DRIVE. SEE ALSO CIVIL DRAWINGS. UTILITY CONNECTION OUTSIDE OF PROPERTY LIMITS IS NOT REQUIRED.



PEARY COURT
MAJOR DEVELOPMENT SUBMITTAL
KEY WEST, FLORIDA, 33040

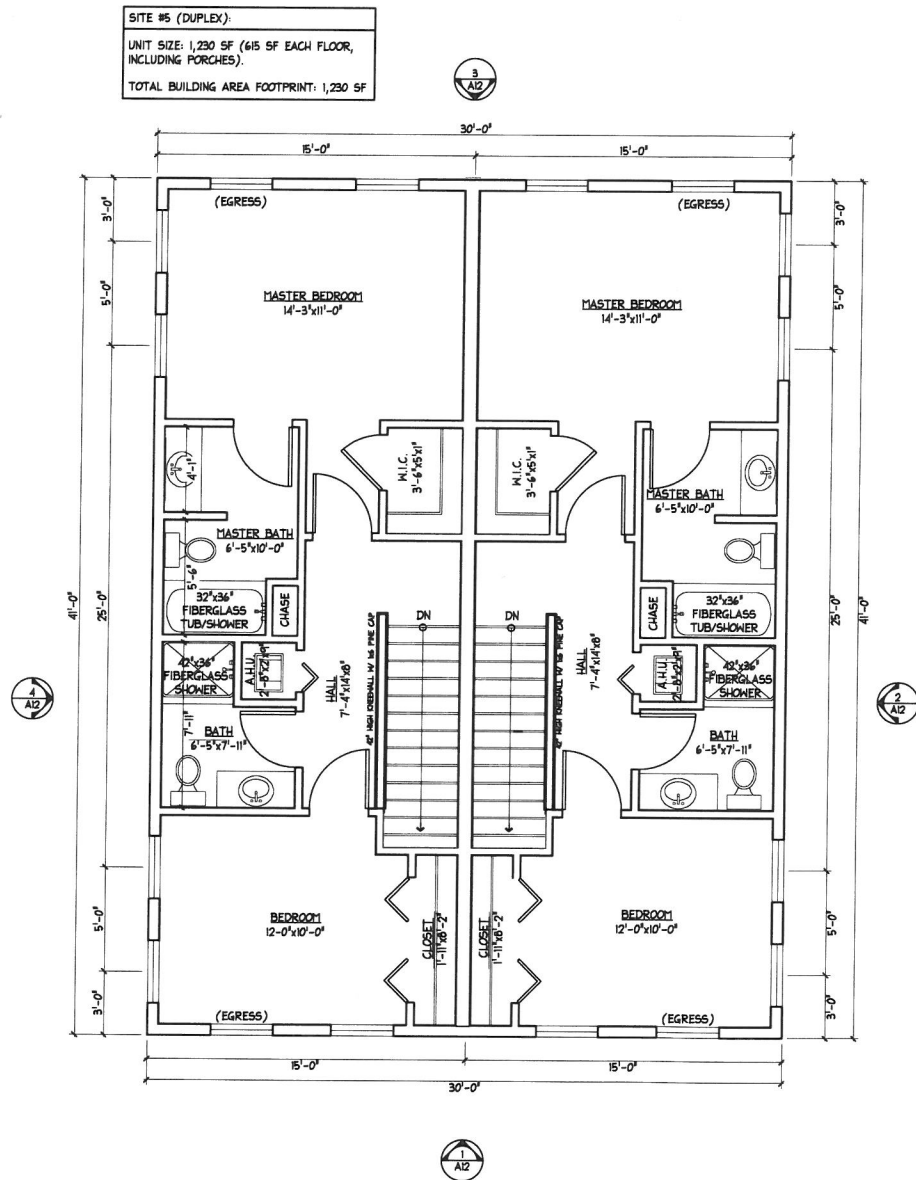


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Florida License AAC002022

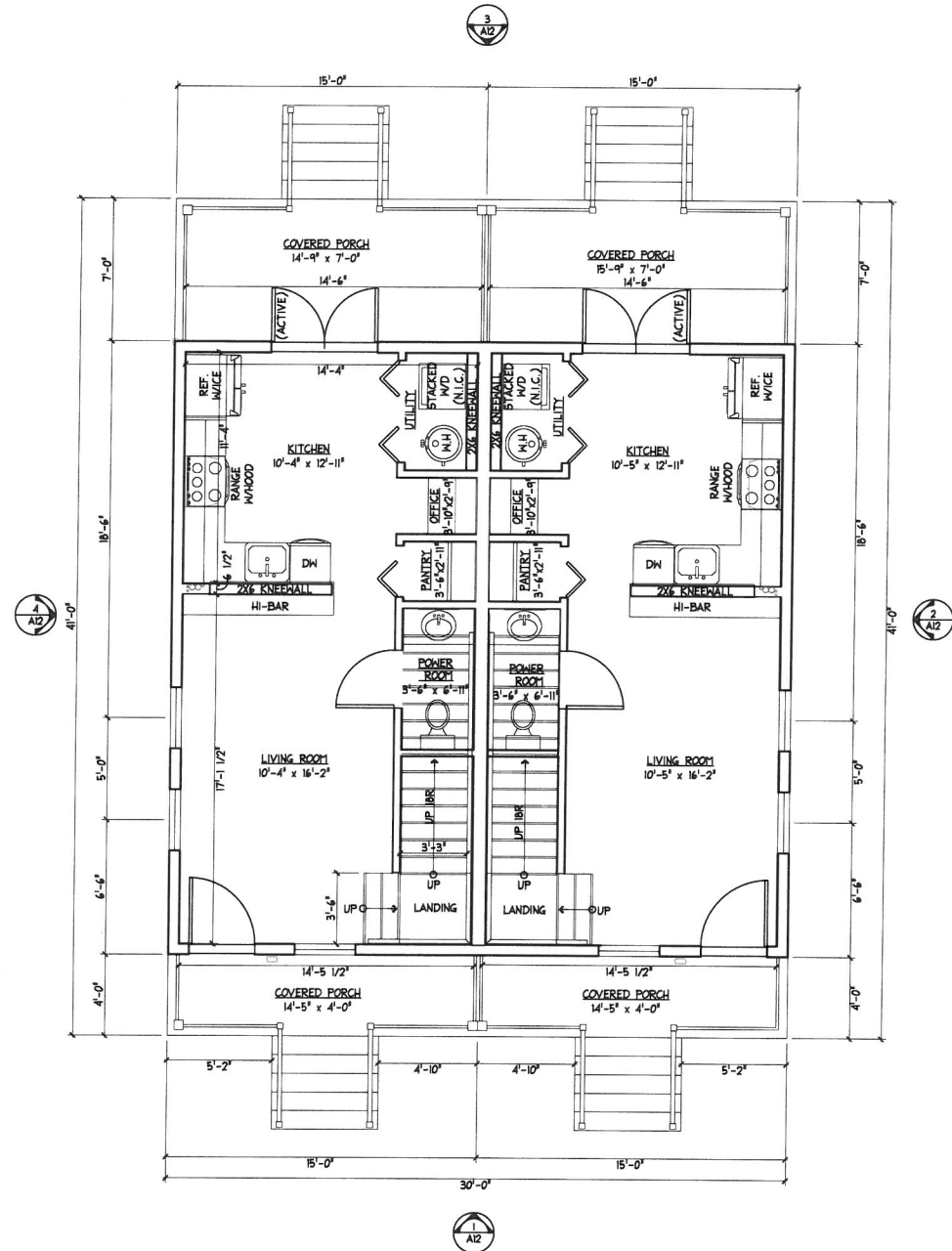
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Project No: 1622-A
Date: 7/01/2021

2
A11
DUPLUX SECOND FLOOR PLAN (SITE #5)
SCALE: 1/4"=1'-0"



1
A11
DUPLUX FIRST FLOOR PLAN (SITE #5)
SCALE: 1/4"=1'-0"



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Date: 7/01/2021

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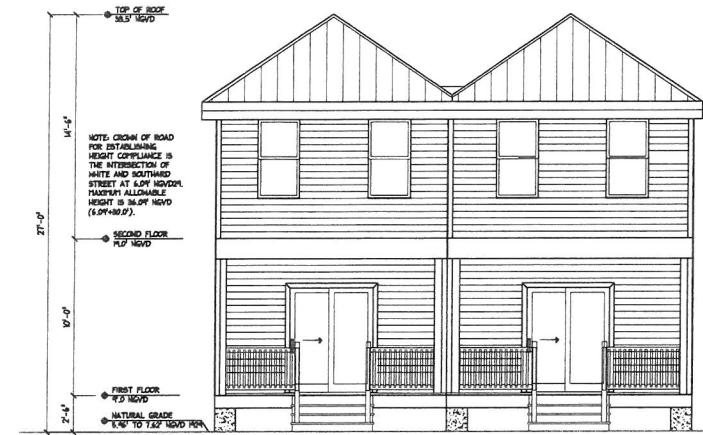


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PEARY COURT
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4 DUPLEX SIDE ELEVATION (SITE #5)
A12 SCALE: 3/16"=1'-0"



3 DUPLEX REAR ELEVATION (SITE #5)
A12 SCALE: 3/16"=1'-0"



2 DUPLEX SIDE ELEVATION (SITE #5)
A12 SCALE: 3/16"=1'-0"



1 DUPLEX FRONT ELEVATION (SITE #5)
A12 SCALE: 3/16"=1'-0"

PEARY COURT
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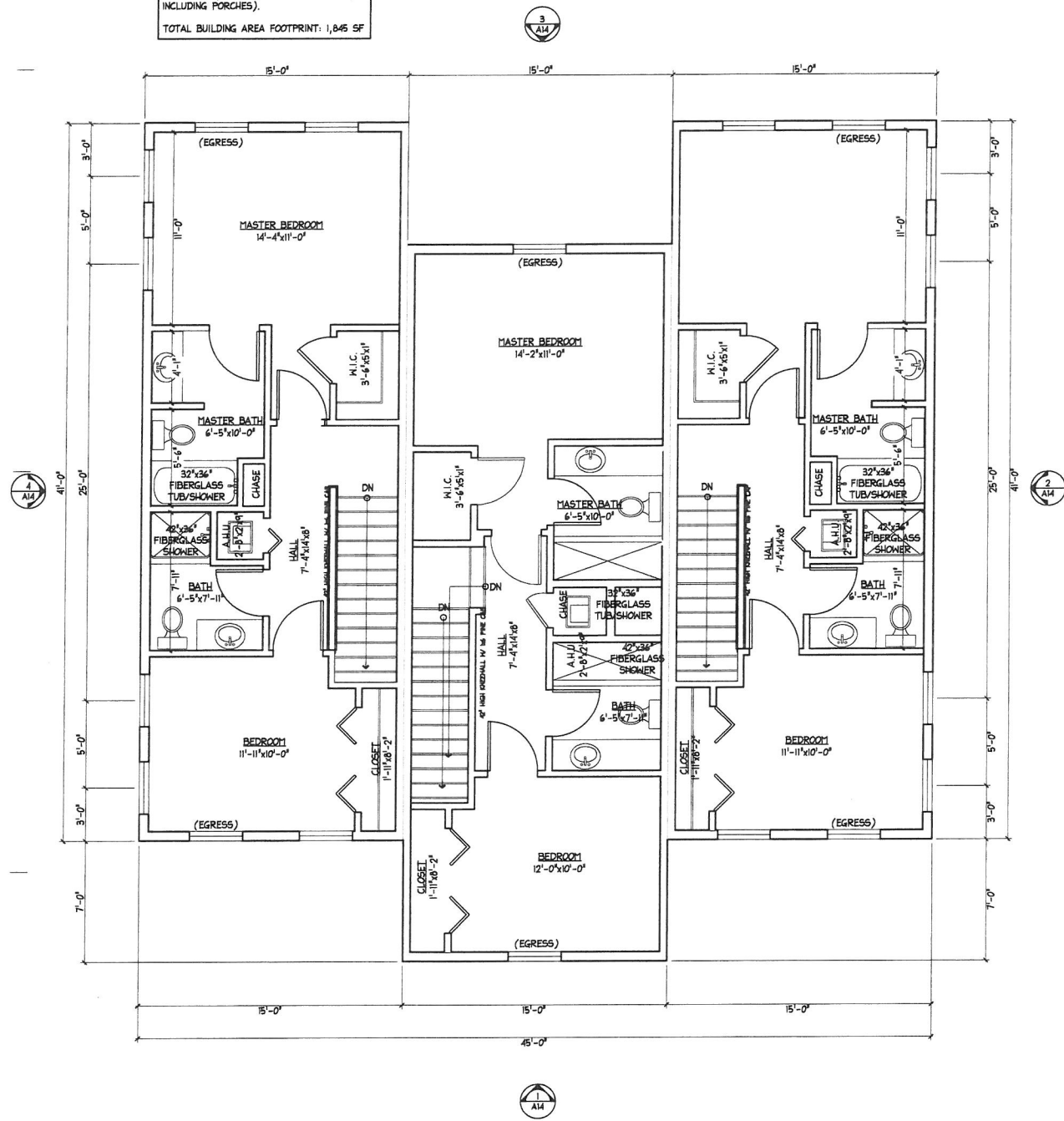
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Project No: 1622-A

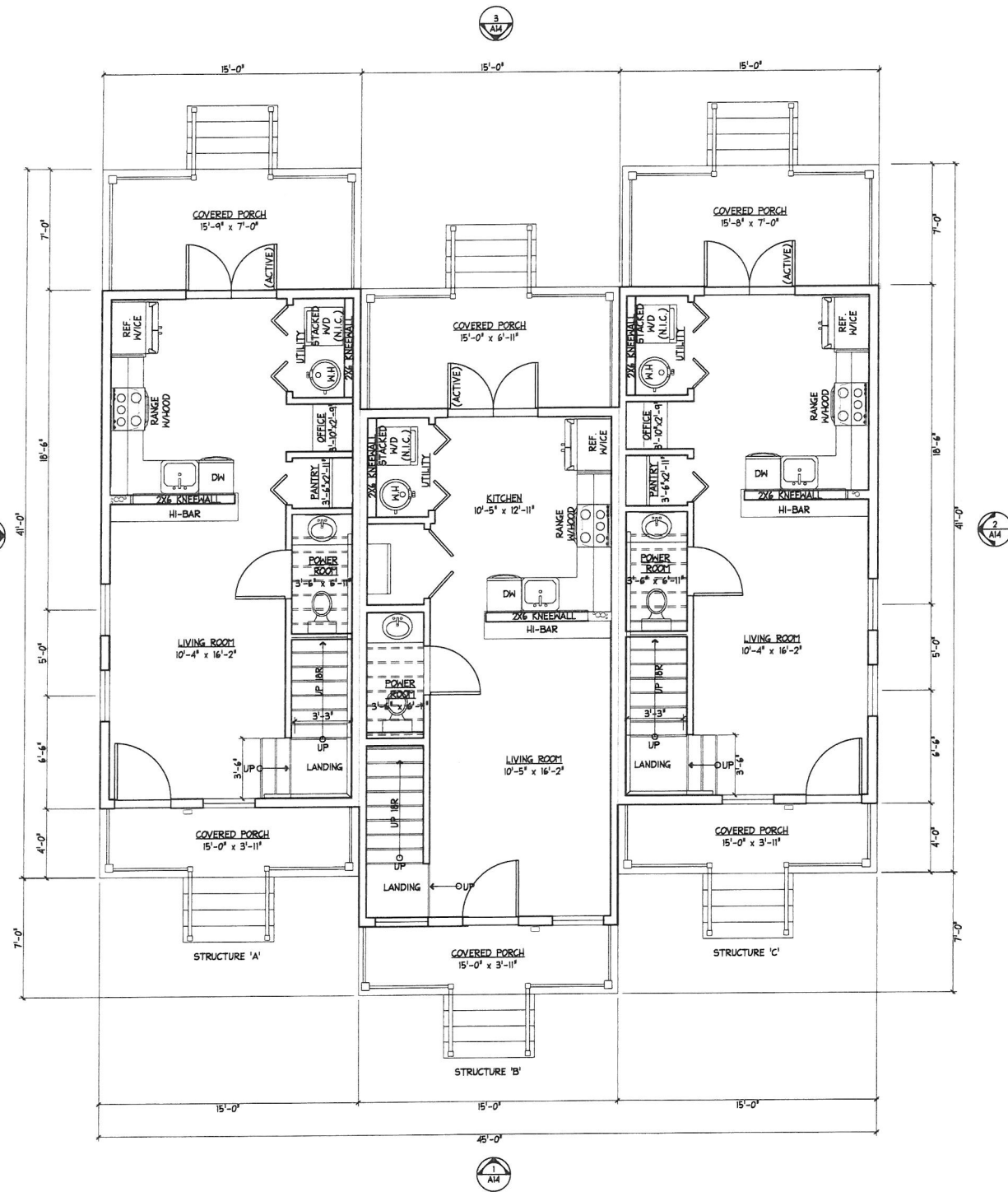
Date: 7/01/2021

A12

SITES #2 & #4 (TRIPLEX):
UNIT SIZE: 1,230 SF (615 SF EACH FLOOR,
INCLUDING PORCHES).
TOTAL BUILDING AREA FOOTPRINT: 1,845 SF



2 TRIPLEX SECOND FLOOR PLAN (SITES #2 & #4)
SCALE: 1/4"=1'-0"



1 TRIPLEX FIRST FLOOR PLAN (SITES #2 & #4)
SCALE: 1/4"=1'-0"

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Project No: 1622-A
Date: 7/01/2021

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4 TRIPLEX SIDE ELEVATION (SITES #2#4)
A14 SCALE: 3/16"=1'-0"



3 TRIPLEX REAR ELEVATION (SITES #2#4)
A14 SCALE: 3/16"=1'-0"



2 TRIPLEX SIDE ELEVATION (SITES #2#4)
A14 SCALE: 3/16"=1'-0"



1 TRIPLEX FRONT ELEVATION (SITES #2#4)
A14 SCALE: 3/16"=1'-0"

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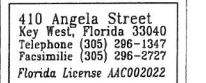
Project No. 1622-A

Date: 7/01/2021

A14

[illegible]

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KEY WEST, FLORIDA, 33040

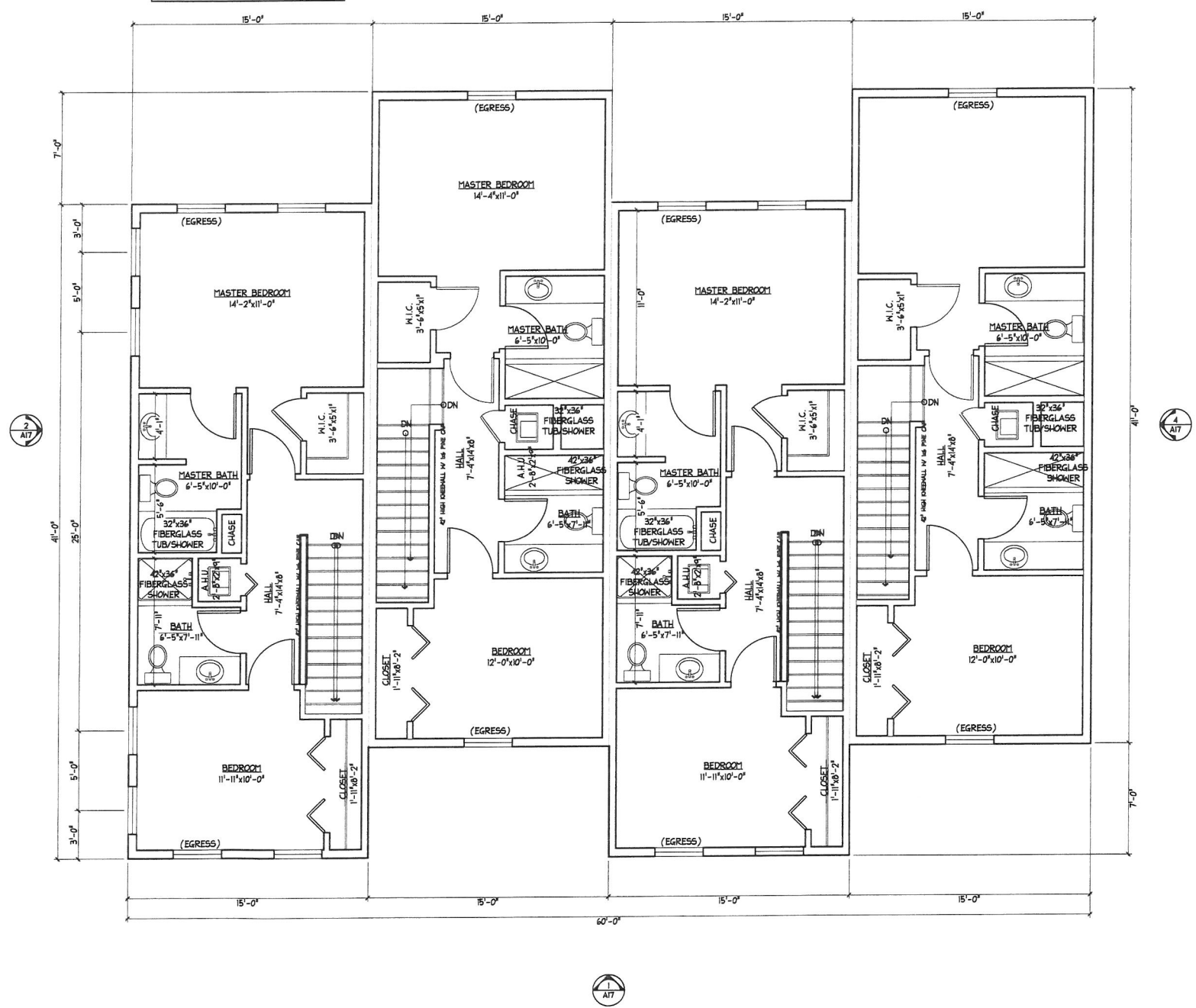


Project No: 1622-A

Date: 7/01/2021

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SITES #1, #3, #6, #7, #8 (QUADRUPLIX).
UNIT SIZE: 1,230 SF (615 SF EACH FLOOR,
INCLUDING PORCHES).
TOTAL BUILDING AREA FOOTPRINT: 2,460 SF



QUADRUPLIX SECOND FLOOR PLAN (SITES #1, #3, #6, #7, #8)
SCALE: 1/4" = 1'-0"

PEARY COURT
MAJOR DEVELOPMENT SUBMITTAL
KEY WEST, FLORIDA, 33040



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Project No: 1622-A
Date: 7/01/2021

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4
A17 QUADRUPLEX SIDE ELEVATION (SITES #1, #3, #6, #7, #8)
SCALE: 3/16"=1'-0"



3
A17 QUADRUPLEX REAR ELEVATION (SITES #1, #3, #6, #7, #8)
SCALE: 3/16"=1'-0"



2
A17 QUADRUPLEX SIDE ELEVATION (SITES #1, #3, #6, #7, #8)
SCALE: 3/16"=1'-0"



1
A17 QUADRUPLEX FRONT ELEVATION (SITES #1, #3, #6, #7, #8)
SCALE: 3/16"=1'-0"

PEARY COURT
MAJOR DEVELOPMENT SUBMITTAL
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Date: 7/01/2021

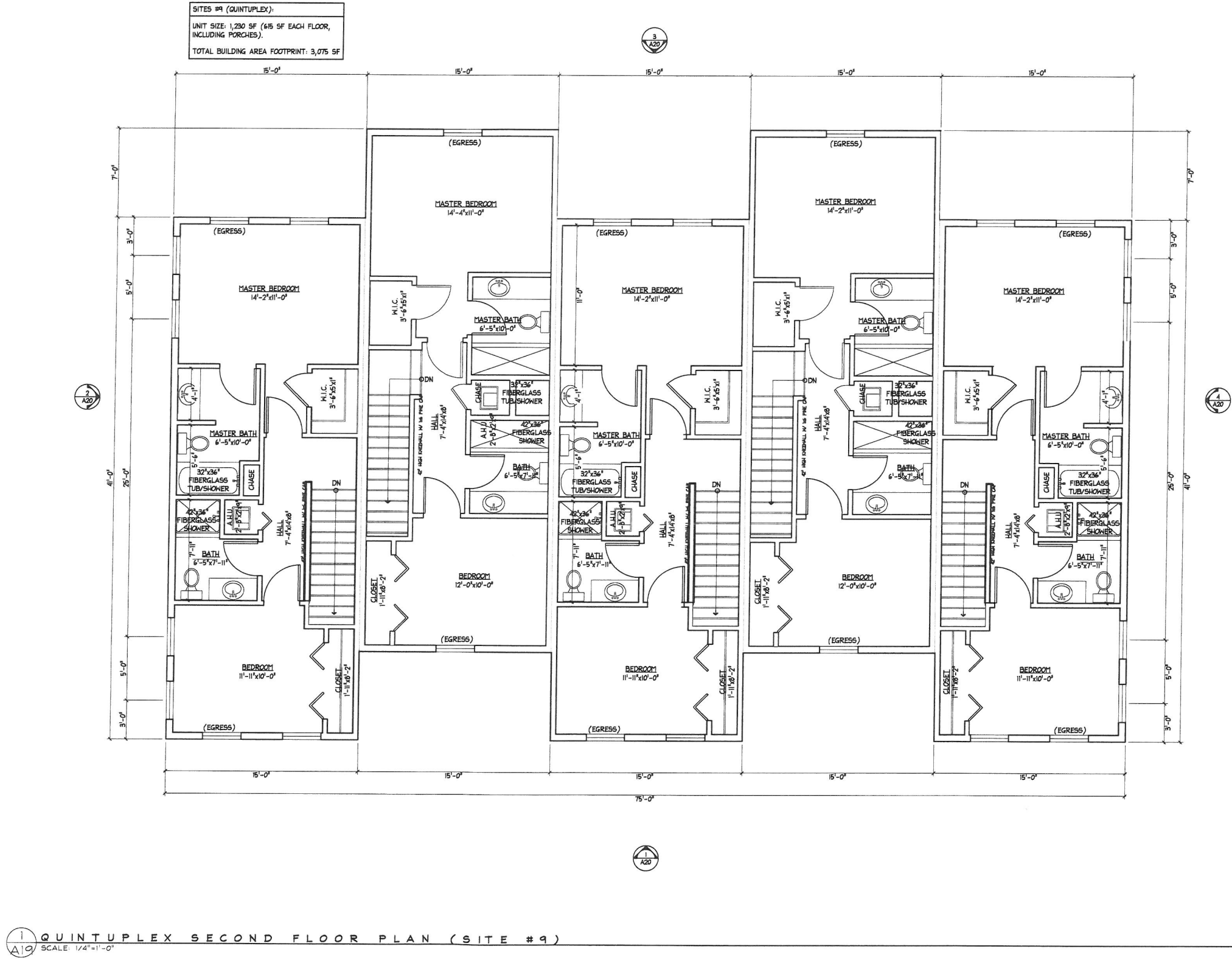
Architectural floor plan of a five-unit residential building, labeled Structure 'A' through Structure 'E'. The plan shows a symmetrical layout with five units arranged in a row. Each unit includes a Living Room (10'-4" x 16'-2"), Kitchen (10'-4" x 12'-11"), Pantry (3'-4" x 12'-11"), Office (3'-0" x 12'-11"), Power Room (3'-6" x 6'-11"), and a central Landing with stairs for 'UP' and 'DN'. Bathrooms are located near the Power Room. Each unit also features a HI-BAR, a 2x6 KNEEWALL, and a 2x6 STACKED N/D (N.I.C.) area. The building has multiple Covered Porches: 15'-0" x 3'-11" at the front, 15'-0" x 7'-0" at the back, and 14'-9" x 7'-0" on the side. The overall dimensions are 75'-0" wide by 41'-0" deep. The plan is annotated with various structural notes and dimensions.

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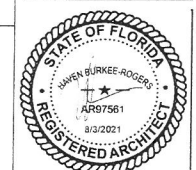
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PEARY COURT
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Date: 7/01/2021

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4 QUINTUPLEX SIDE ELEVATION (SITE #9)
A20 SCALE: 3/16"=1'-0"



3 QUINTUPLEX REAR ELEVATION (SITE #9)
A20 SCALE: 3/16"=1'-0"

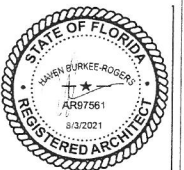


2 QUINTUPLEX SIDE ELEVATION (SITE #9)
A20 SCALE: 3/16"=1'-0"



1 QUINTUPLEX FRONT ELEVATION (SITE #9)
A20 SCALE: 3/16"=1'-0"

PEARY COURT
MAJOR DEVELOPMENT SUBMITTAL
KEY WEST, FLORIDA, 33040



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Project No: 1622-A

Date: 7/01/2021

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(BUILDING 146)

(CARPORT BUILDING 146)

2 SOUTH WEST ELEVATION SITE #2
A21 SCALE: 3/16"=1'-0"



(CARPORT BUILDING 129)

(BUILDING 129)

1 SOUTH WEST ELEVATION SITE #1
A21 SCALE: 3/16"=1'-0"

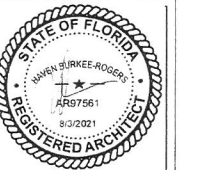


2 SOUTH WEST ELEVATION SITE #3
SCALE 1/8"=1'-0"



1 SOUTH EAST ELEVATION SITE #4
SCALE 3/16"=1'-0"

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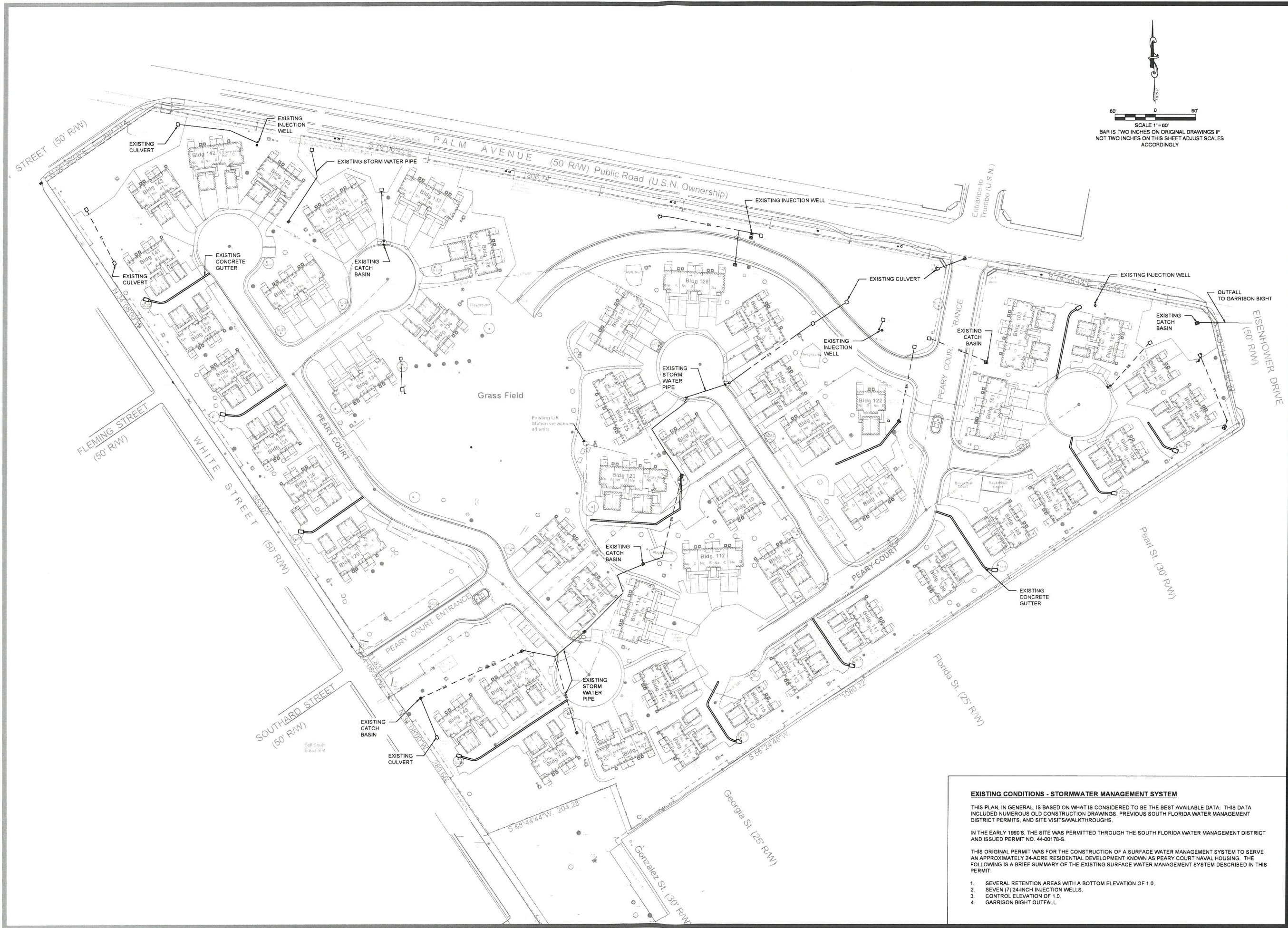


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p.a.

Project No: 1622-A
Date: 7/01/2021

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EXISTING CONDITIONS - STORMWATER MANAGEMENT SYSTEM

THIS PLAN, IN GENERAL, IS BASED ON WHAT IS CONSIDERED TO BE THE BEST AVAILABLE DATA. THIS DATA INCLUDED NUMEROUS OLD CONSTRUCTION DRAWINGS, PREVIOUS SOUTH FLORIDA WATER MANAGEMENT DISTRICT PERMITS, AND SITE VISITS/WALKTHROUGHS.

IN THE EARLY 1990'S, THE SITE WAS PERMITTED THROUGH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND ISSUED PERMIT NO. 44-00178-S.

THIS ORIGINAL PERMIT WAS FOR THE CONSTRUCTION OF A SURFACE WATER MANAGEMENT SYSTEM TO SERVE AN APPROXIMATELY 24-ACRE RESIDENTIAL DEVELOPMENT KNOWN AS PEARY COURT NAVAL HOUSING. THE FOLLOWING IS A BRIEF SUMMARY OF THE EXISTING SURFACE WATER MANAGEMENT SYSTEM DESCRIBED IN THIS PERMIT:

1. SEVERAL RETENTION AREAS WITH A BOTTOM ELEVATION OF 1.0.
2. SEVEN (7) 24-INCH INJECTION WELLS.
3. CONTROL ELEVATION OF 1.0.
4. GARRISON BIGHT OUTFALL.

CIVIL ENGINEERING • REGULATORY PERMITTING • CONSTRUCTION MANAGEMENT



**PEREZ ENGINEERING
& DEVELOPMENT, INC.**
CERTIFICATE OF AUTHORIZATION NO. 8579

Key West Office
1010 East Kennedy Drive, Suite 202
Key West, FL 33440
Tel: (305) 293-3440



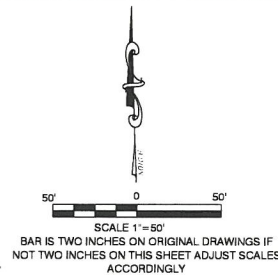
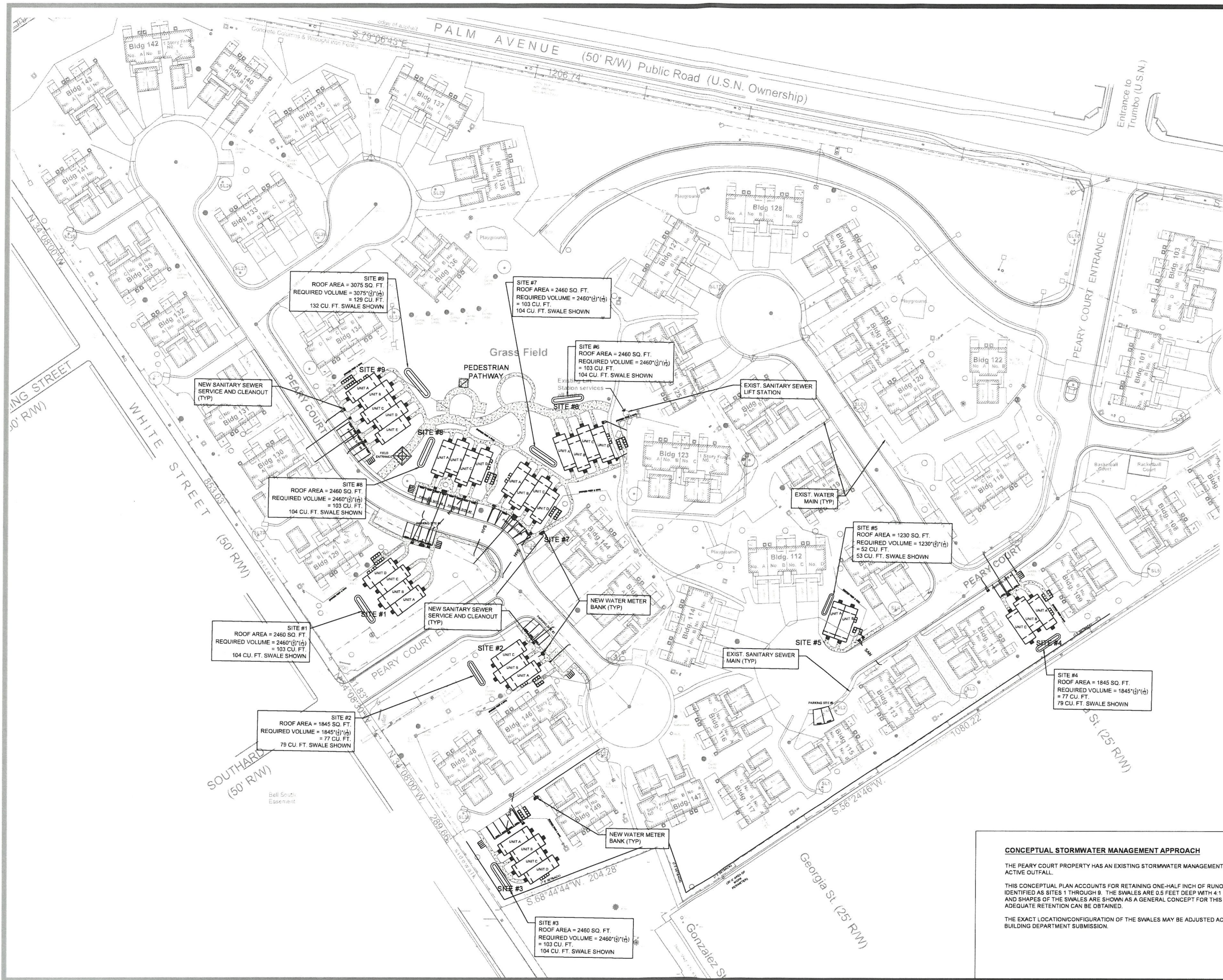
REVISIONS:	ORIGINAL:	JUNE 2021
1		
2		
3		
4		
5		
6		

PEARY COURT
NEW RESIDENTIAL UNITS
EXISTING CONDITIONS - DRAINAGE

BENDER & ASSOCIATES
410 ANGELA STREET
KEY WEST, FL. 33040

JOB NO. 211011
DRAWN AEP
DESIGNED AEP
CHECKED AEP

SHEET **C-100**
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CONCEPTUAL STORMWATER MANAGEMENT APPROACH

THE PEARY COURT PROPERTY HAS AN EXISTING STORMWATER MANAGEMENT SYSTEM IN PLACE WITH AN ACTIVE OUTFALL.

THIS CONCEPTUAL PLAN ACCOUNTS FOR RETAINING ONE-HALF INCH OF RUNOFF FROM THE NEW ROOF AREAS, IDENTIFIED AS SITES 1 THROUGH 9. THE SWALES ARE 0.5 FEET DEEP WITH 4:1 SIDE SLOPES. THE LOCATIONS AND SHAPES OF THE SWALES ARE SHOWN AS A GENERAL CONCEPT FOR THIS PLAN TO CONFIRM THAT ADEQUATE RETENTION CAN BE OBTAINED.

THE EXACT LOCATION/CONFIGURATION OF THE SWALES MAY BE ADJUSTED ACCORDINGLY AT THE TIME OF BUILDING DEPARTMENT SUBMISSION.

REVISIONS:

NO.	DATE	DESCRIPTION
1	JUNE 2021	ORIGINAL
2		
3		
4		
5		
6		

PEARY COURT
NEW RESIDENTIAL UNITS
CONCEPTUAL DRAINAGE/UTILITY PLAN

BENDER & ASSOCIATES
410 ANGELA STREET
KEY WEST, FL. 33040

JOB NO. 211011
DRAWN AEP
DESIGNED AEP
CHECKED AEP

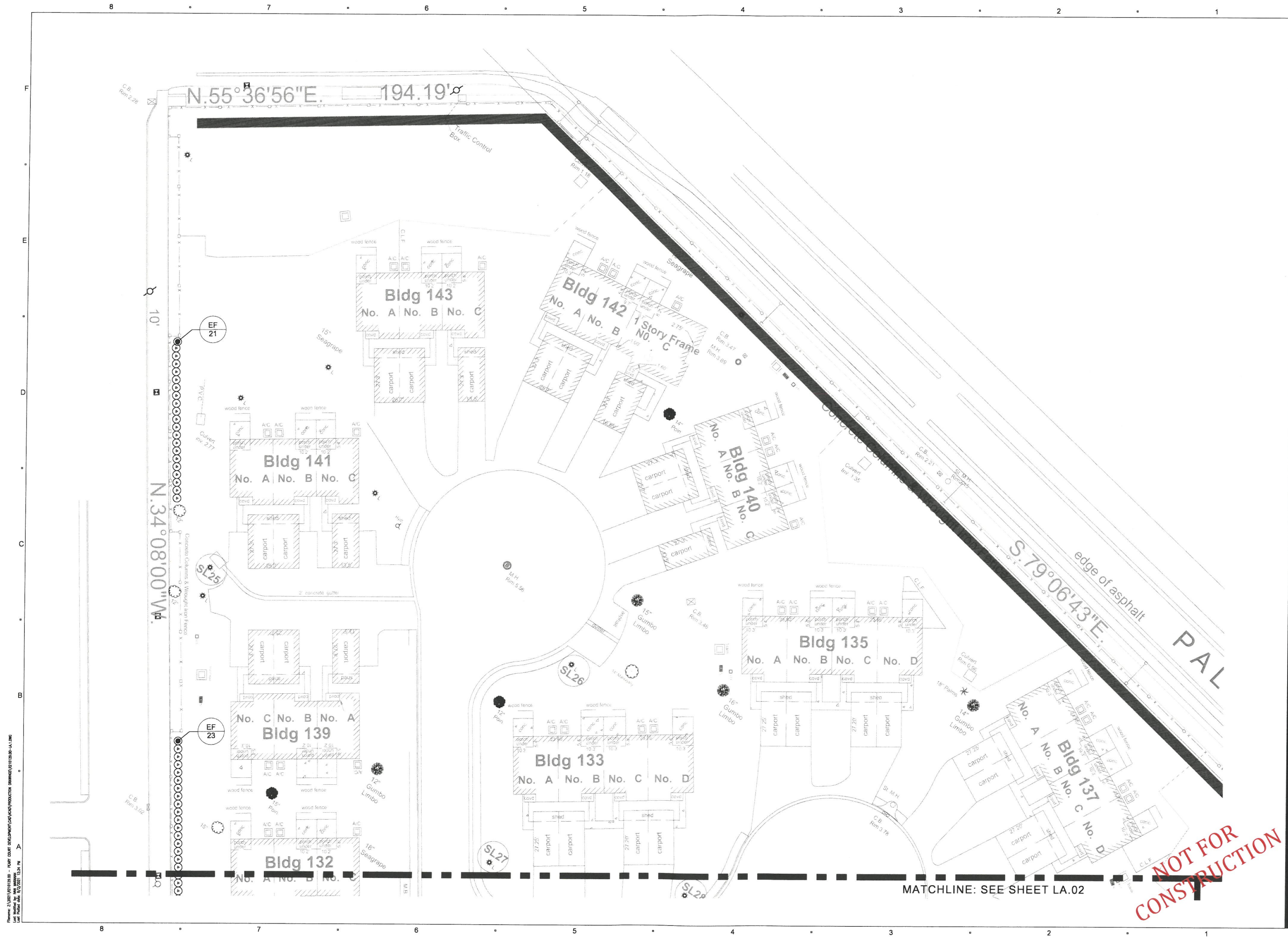
SHEET C-200

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Perez Engineering
& DEVELOPMENT, INC.
CERTIFICATE OF AUTHORIZATION No. 8579



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1010 East Kamatch Drive, Suite 202
Key West, Florida 33440
Tel: (305) 293-3441



COMMUNITY SOLUTIONS GROUP

A GAI Consultants, Inc. Service Group
618 E. SOUTH STREET
SUITE 700
ORLANDO, FL 32801
407.423.8398

CERTIFICATE OF AUTHORIZATION: EB8951

PROJECT
PEARY COURT DEVELOPMENT

KEY WEST, FLORIDA

CLIENT
BENDER & ASSOCIATES ARCHITECTS
410 ANGELA ST.
KEY WEST, FLORIDA 33040
305.296.1347 tel

OWNER
PEARY COURT APARTMENTS, LLC
C/O THE CORNFELD GROUP
3850 HOLLYWOOD BLVD., SUITE 400
HOLLYWOOD, FLORIDA 33021
954.989.2200 tel

CONSULTANTS

REGISTRATION



ISSUED FOR:	
ISSUANCE	DD MM YY

PROJECT NUMBER R210129.00
DATE: 06.04.21
SCALE: 1"=20'-0"
DRAWN BY: IM
CHECKED BY: KO

DRAWING SCALE AND NORTH ARROW



SHEET NUMBER
LA.01

WHITE STREET (50' RM)

853.03' concrete

PEARY COURT

MATCHLINE: SEE SHEET LA.01

MATCHLINE: SEE SHEET LA.03

MATCHLINE: SEE SHEET LA.04

COMMUNITY SOLUTIONS GROUP

618 E. SOUTH STREET
SUITE 700
ORLANDO, FL 32801
407.423.8398
CERTIFICATE OF AUTHORIZATION: EB9951

PROJECT
PEARY COURT
DEVELOPMENT

KEY WEST, FLORIDA

CLIENT
BENDER & ASSOCIATES
ARCHITECTS
410 ANGLIA ST
KEY WEST, FLORIDA 33040
305.296.1347 tel

OWNER
PEARY COURT
APARTMENTS, LLC
C/O THE CORNFELD GROUP
3850 HOLLYWOOD BLVD, SUITE 400
HOLLYWOOD, FLORIDA 33021
954.989.2200 tel

CONSULTANTS

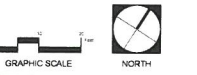


ISSUED FOR:

ISSUANCE	DD MM YY

PROJECT NUMBER: R210129.00
DATE: 06.04.21
SCALE: 1"=20'-0"
DRAWN BY: IM
CHECKED BY: KO

DRAWING SCALE AND NORTH ARROW



SHEET TITLE
LANDSCAPE PLAN

SHEET NUMBER
LA.02

NOT FOR CONSTRUCTION

EY WEST, FLORIDA

10 ANGELA ST
KEY WEST, FLORIDA 33040
305 296 1347 tel

THE CORNFELD GROUP
50 HOLLYWOOD BLVD, SUITE 400
HOLLYWOOD, FLORIDA 33021
4 989 2200 tel

CONSULTANTS

REGISTRATION



UED FOR:

[illegible]

SUBJECT NUMBER R210129.00

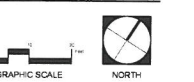
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Scale: 1"=20'-0"

OWN BY: _____ IM _____

CKED BY: KO

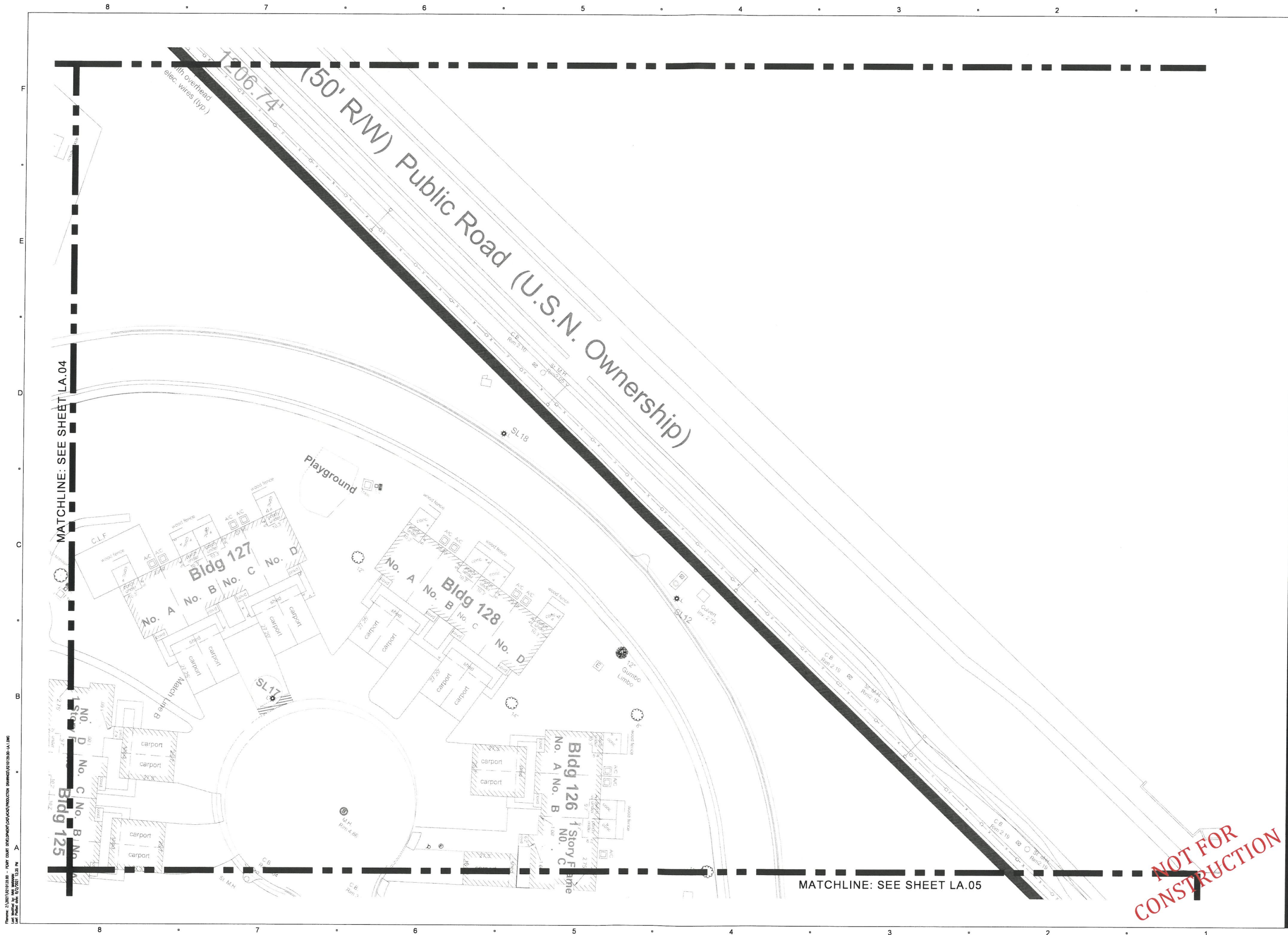
WING SCALE AND NORTH ARROW



LANDSCAPE PLAN

SET NUMBER _____
A.03

PAGE 14 OF 42



EY WEST, FLORIDA

ENDER & ASSOCIATES
ARCHITECTS
100 ANGELA ST
SUNNYVALE, FLORIDA 33040
407 296 1347 tel

OWNER

**SEARY COURT
DEPARTMENTS, LLC**

OF THE CORNFELD GROUP
100 HOLLYWOOD BLVD, SUITE 400
HOLLYWOOD, FLORIDA 33021
989 2200 tel

CONSULTANTS

ADMINISTRATION



ED FOR:

[illegible]

ECT NUMBER R210129.00

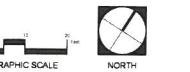
06 04 21

E: 1"=20'-0"

OWN BY: _____ IM

BOOKED BY: KO

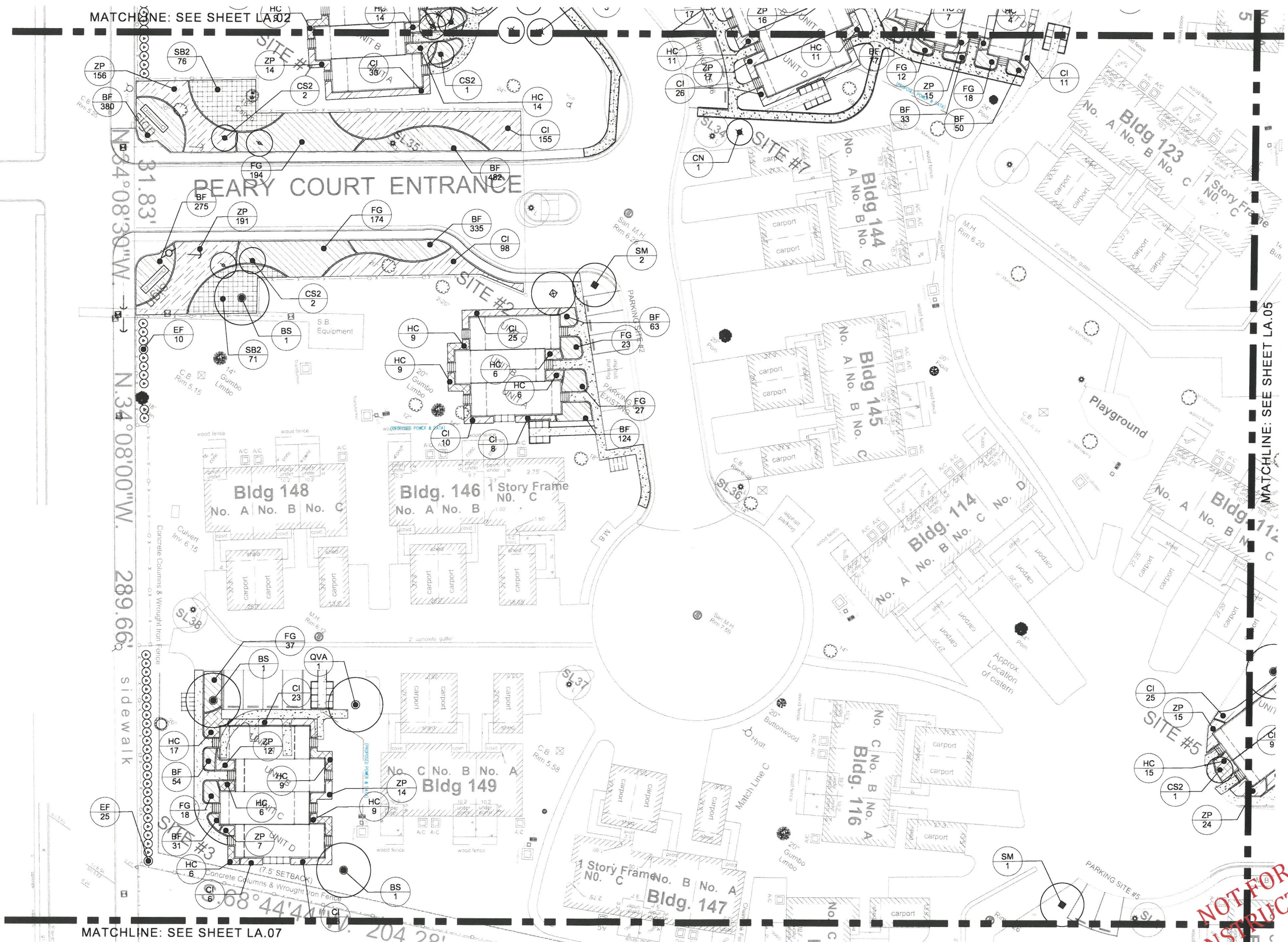
IVING SCALE AND NORTH ARROW



LANDSCAPE PLAN

04

15 OF 42



EY WEST, FLORIDA

ENDER & ASSOCIATES
ARCHITECTS
10 ANGELA ST
MIAMI WEST, FLORIDA 33040
305 296 1347 tel

OWNER

**SEARY COURT
PARTMENTS, LLC**

OF THE CORNFELD GROUP
60 HOLLYWOOD BLVD, SUITE 400
HOLLYWOOD, FLORIDA 33021
989 2200 tel

CONSULTANTS

ADMINISTRATION



ED FOR:

[illegible]

ECT NUMBER R210129.00

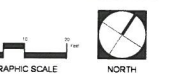
06 04 21

E: 1"=20'-0"

W/ BY: _____ IM _____

BOOKED BY: KO

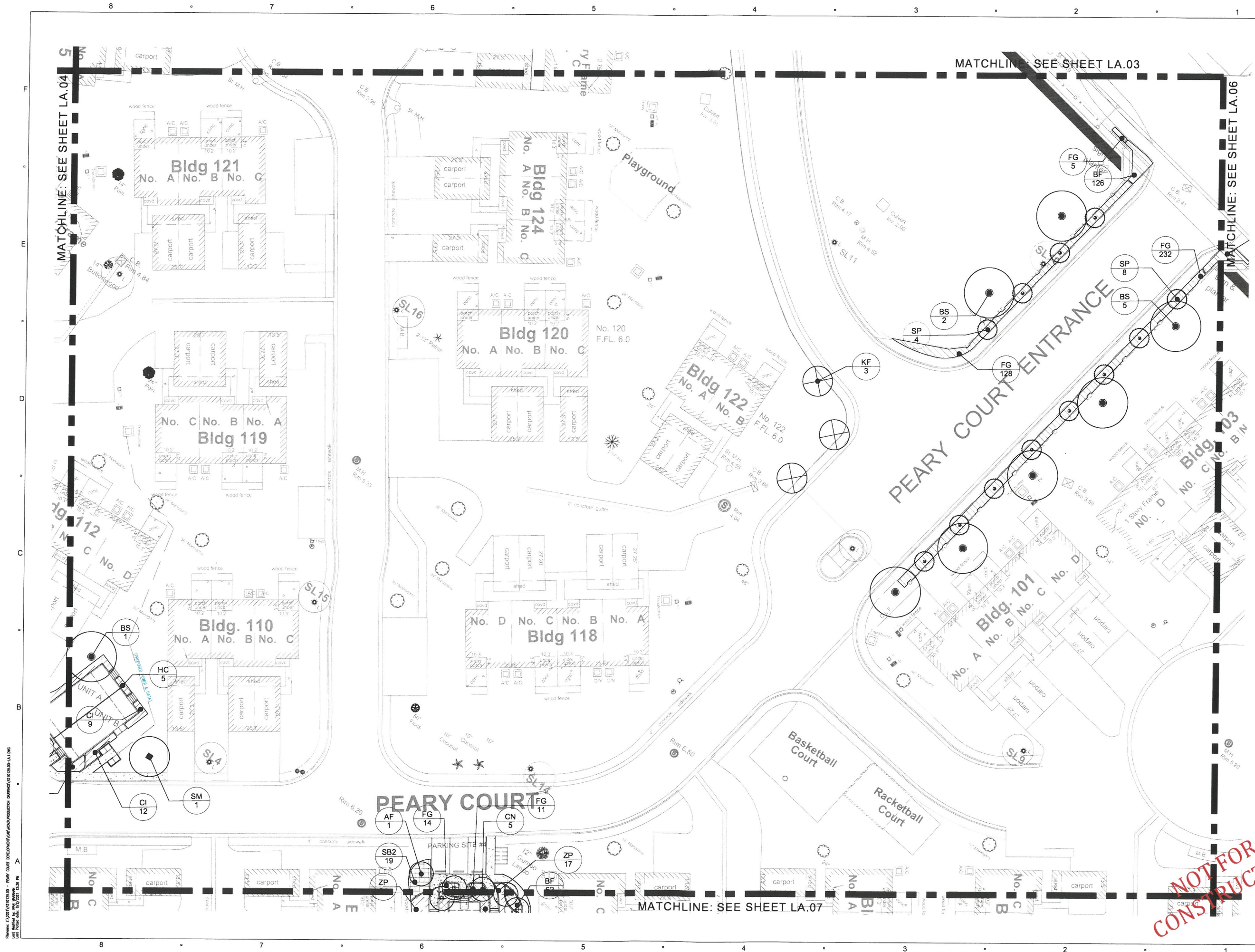
READING SCALE AND NORTH ARROW



LANDSCAPE PLAN

NUMBER _____
05

16 OF 42



EY WEST, FLORIDA

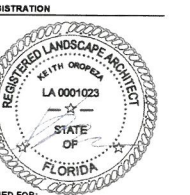
ENDER & ASSOCIATES
ARCHITECTS
100 ANGELA ST
MIAMI BEACH, FLORIDA 33140
305 296 1347 tel

WYNER

**HEARY COURT
PARTMENTS, LLC**

OF THE CORNFELD GROUP
50 HOLLYWOOD BLVD, SUITE 400
HOLLYWOOD, FLORIDA 33021
889.2200 tel

CONSULTANTS

[illegible]

PROJECT NUMBER R210129.00

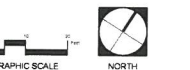
06 04 21

E: $1^{\circ}=20-0^{\circ}$

OWN BY: _____ IM _____

CKED BY: KO

READING SCALE AND NORTH ARROW

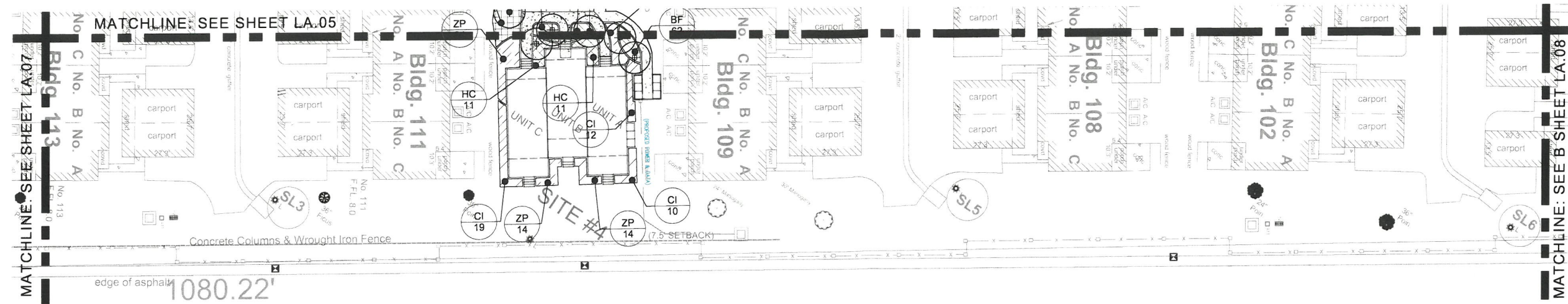


TITLE
DSCAPE PLAN

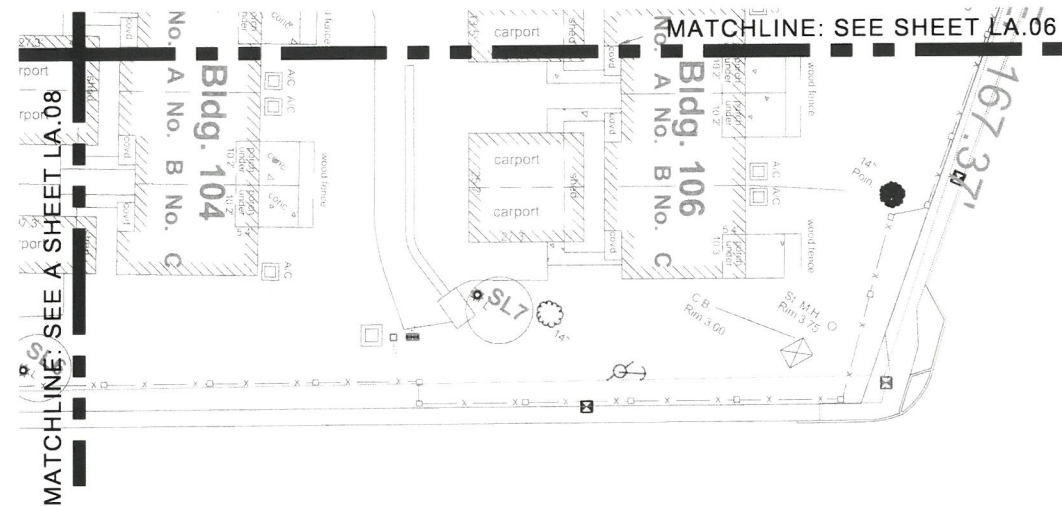
TEST NUMBER 07

18 OF 42





A LANDSCAPE PLAN
Scale: 1"=20'-0"



B LANDSCAPE PLAN
Scale: 1"=20'-0"

PLANT SCHEDULE



TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	GAL	CALIPER	SPEC
	AF	1	Acacia farnesiana	Sweet Acacia	65 GAL.	12' HT.	2.5" CAL.
	BS	21	Bursera simaruba	Gumbo Limbo	65 GAL.	14'-16' HT.	4" CAL.
	CN	14	Cocos nucifera	Coconut Palm	F.G.	SEE PLAN FOR C.T. HT.	—
	CS2	12	Cordia sebestena	Orange Geiger Tree	F.G.	12' MIN HT. X 6' SPRD., 6' CT.	3" CAL.
	KF	3	Krugiodendron ferreum	Black Ironwood	100 GAL.	12'-14' HT. X 5'-6' SPRD	3-1/2" CAL.
	QVA	1	Quercus virginiana	Southern Live Oak	65 GAL.	14'-16' HT.	4" CAL.
	SP	27	Sabal palmetto	Cabbage Palmetto	FG.	—	SEE PLAN FOR CT HT.
	SM	13	Swietenia Mahagoni	Mahogany	65 GAL.	14'-16' HT.	3" CAL.
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	GAL	SPEC	NATIVE
	EF	127	Eugenia foetida	Spanish Stopper	15 GAL.	6' HT. MIN., FULL	
SHRUB AREAS	CODE	QTY	BOTANICAL NAME	COMMON NAME	GAL	SPEC	NATIVE
	CI	2,083	Chrysobalanus icaco	Coco Plum	7 GAL.	20"24" OA.	
	FG	979	Ficus microcarpa 'Green Island'	Green Island Ficus	3 GAL.	18"-24" OA.	
	HC	275	Hamelia patens 'Compacta'	Dwarf Firebush	3 GAL.	18"-24" OA.	
	SB2	205	Spartina bakeri	Sand Cord Grass	3 GAL.	24"-30" OA, FULL	
	ZP	737	Zamia pumila	Coontie	3 GAL.	18"-24" OA.	
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE		
	BF	2,637	Bulbine frutescens	Stalked Bulbine	1 GAL.		

NOT FOR CONSTRUCTION

[illegible]

PROJECT NUMBER	R210129.00
DATE:	06/04/21
SCALE:	1"=20'-0"
DRAWN BY:	JM
CHECKED BY:	KO

DRAWING SCALE AND NORTH ARROW

GRAPHIC SCALE NORTH

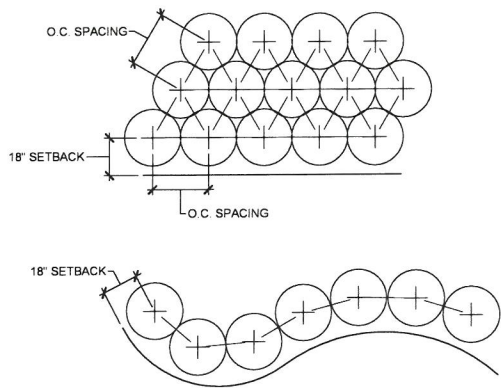
SHEET TITLE

LANDSCAPE PLAN & SCHEDULE

SHEET NUMBER
A.08

NOTES:

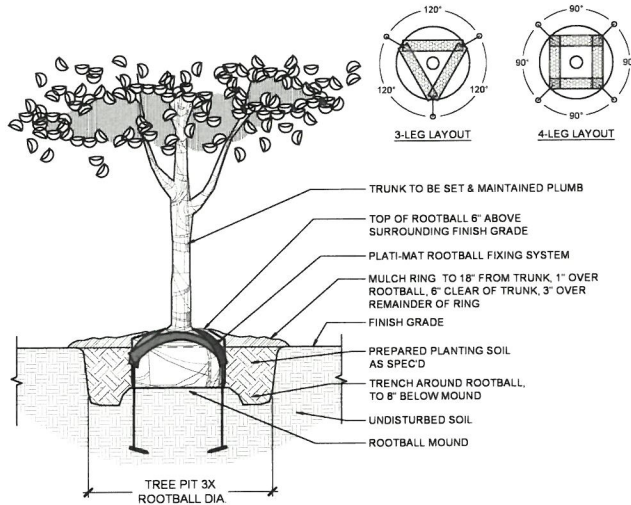
1. THE PERIMETER OF ALL CURVED PLANTING BEDS SHALL BE PLANTED AT WITH A ROW OF PLANTS AS SHOWN IN THIS DETAIL, AT THE O.C. SPACING SHOWN IN THE PLANT LIST.
2. INTERIOR PORTIONS OF EACH BED SHALL BE PLANTED IN A TRIANGULAR PATTERN AS SHOWN IN THIS DETAIL, AT THE O.C. SPACING SHOWN IN THE PLANT LIST.
3. SETBACKS ARE APPLICABLE AGAINST ALL HARDSCAPE SURFACES AND SOD EDGES.



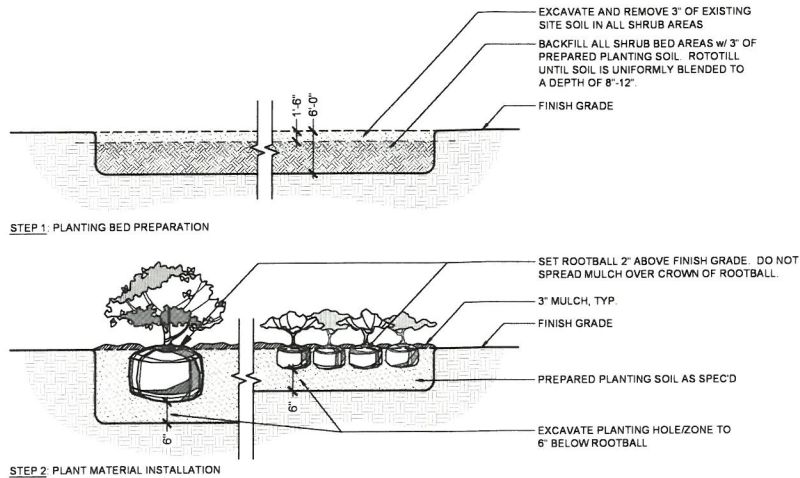
1 SHRUB AND GROUNDCOVER LAYOUT
N.T.S.

NOTES:

1. EXCAVATE OVERALL PLANTING HOLE TO DEPTH NECESSARY TO SET TOP OF ROOTBALL 6" ABOVE SURROUNDING FINISH GRADE. THIS IS THE ROOTBALL MOUND ELEVATION.
2. EXCAVATE A TRENCH TO AN ADDITIONAL 8" DEPTH AROUND THE ROOTBALL MOUND.
3. ASSURE PERCOLATION OF PLANTING HOLE. PRIOR TO SETTING THE TREE. NOTIFY THE OWNER IN WRITING IF SATISFACTORY PERCOLATION IS NOT ACHIEVED.
4. CONSULT PLATIPUS-US FOR APPROPRIATE PLATI-MAT PRODUCT SPEC/KIT FOR EACH TREE SIZE IN THE PROJECT SCOPE. PROVIDE A PRODUCT SUBMITTAL FOR EACH SEPARATE PRODUCT SPEC/KIT FOR APPROVAL.



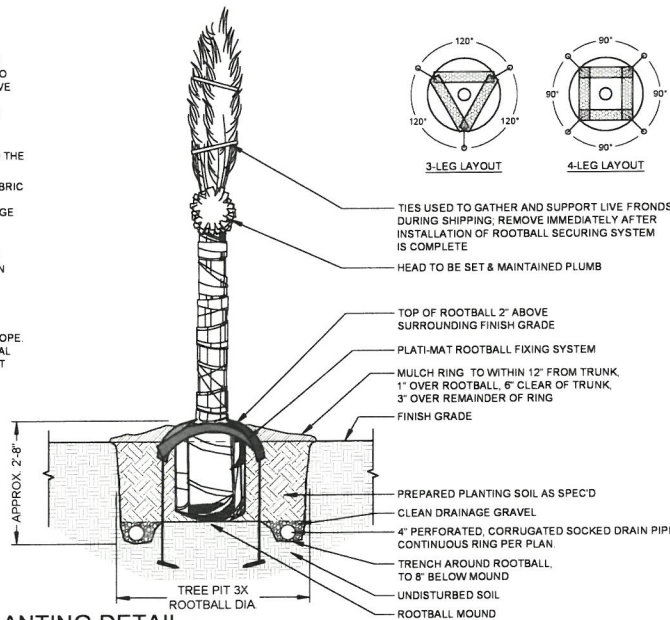
4 TREE PLANTING DETAIL (65-300 GAL)
N.T.S.



2 SHRUB AND GROUNDCOVER DETAIL
N.T.S.

NOTES:

1. EXCAVATE OVERALL PLANTING HOLE TO DEPTH NECESSARY TO SET TOP OF ROOTBALL 6" ABOVE SURROUNDING FINISH GRADE. THIS IS THE ROOTBALL MOUND ELEVATION.
2. EXCAVATE A TRENCH TO AN ADDITIONAL 8" DEPTH AROUND THE ROOTBALL MOUND.
3. PROVIDE SOIL SEPARATION FABRIC BETWEEN PLANTING SOIL AND DRAINAGE STONE AND DRAINAGE GRAVEL.
4. CONNECT DRAIN PIPE TO STORMWATER SYSTEM AT THE CONNECTION POINT SHOWN ON THE CIVIL ENG. DWGS.
5. CONSULT PLATIPUS-US FOR APPROPRIATE PLATI-MAT PRODUCT SPEC/KIT FOR EACH TREE SIZE IN THE PROJECT SCOPE. PROVIDE A PRODUCT SUBMITTAL FOR EACH SEPARATE PRODUCT SPEC/KIT FOR APPROVAL.



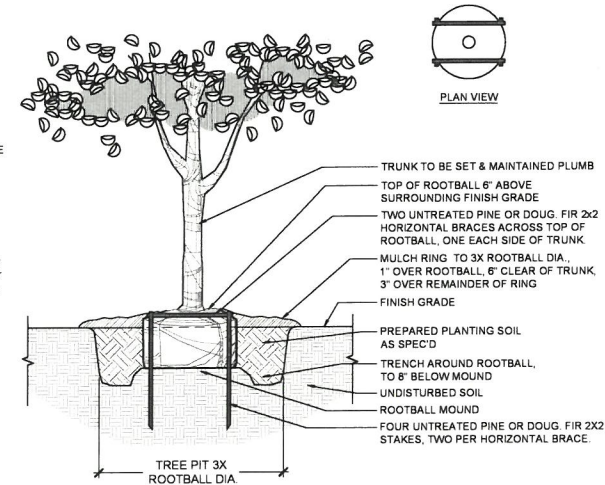
5 PALM PLANTING DETAIL
N.T.S.

NOTES:

1. ALL LANDSCAPE SHALL COMPLY WITH CITY OF KEY WEST LANDSCAPE CODES.
2. ALL PLANT MATERIAL SIZES SPECIFIED ARE MINIMUM SIZES. CONTAINER SIZE SHALL BE INCREASED IF NECESSARY TO PROVIDE OVERALL PLANT SIZE SPECIFIED.
3. FINAL ARRANGEMENT OF PLANT MATERIAL SHALL BE STAKED BY THE CONTRACTOR FOR THE APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
4. THE PLANT QUANTITIES SHOWN ON THE LANDSCAPE CONTRACT DOCUMENTS ARE FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES BASED ON SPECIFIED SPACING AND SHALL REPORT ANY DISCREPANCIES TO THE OWNER FOR CLARIFICATION PRIOR TO CONTRACT AWARD AND COMMENCEMENT OF WORK.
5. WHERE DISCREPANCIES APPEAR BETWEEN THE NUMBER OF SHRUB SYMBOLS AND PLANT TAGS ON THE PLAN SHEETS, THE PLANT TAGS RULE.
6. REMOVE SURVEY STAKES, SILT FENCE, TREE TAGGING, AND OTHER RELATED ITEMS AFTER OWNER'S FINAL ACCEPTANCE OF THE WORK.
7. ALL PLANT MATERIAL SHALL BE PROVIDED AND MAINTAINED THROUGH FINAL COMPLETION AT FL #1 OR BETTER, ACCORDING TO THE FLORIDA GRADES AND STANDARDS FOR NURSERY PLANTS, FL DEPT. OF AGRICULTURE AND CONSUMER SERVICES.

NOTES:

1. EXCAVATE OVERALL PLANTING HOLE TO DEPTH NECESSARY TO SET TOP OF ROOTBALL 6" ABOVE SURROUNDING FINISH GRADE. THIS IS THE ROOTBALL MOUND ELEVATION.
2. EXCAVATE A TRENCH TO AN ADDITIONAL 8" DEPTH AROUND THE ROOTBALL MOUND.
3. ASSURE PERCOLATION OF PLANTING HOLE. PRIOR TO SETTING THE TREE. NOTIFY THE OWNER IF SATISFACTORY PERCOLATION IS NOT ACHIEVED.
4. INSTALL 2x2 STAKES AGAINST THE OUTER EDGE OF THE ROOTBALL, 3" MIN. INTO UNDISTURBED SOIL. SET 2x2 HORIZONTAL BRACES ACROSS TOP OF ROOTBALL AND SECURE TO STAKES W/ 3" LONG H.D. GALV. WOOD SCREWS.



3 TREE PLANTING DETAIL (15-45 GAL)
N.T.S.

COMMUNITY SOLUTIONS GROUP

A GAI Consultants, Inc. Service Group
618 E. SOUTH STREET
SUITE 700
ORLANDO, FL 32801
407.423.8398

CERTIFICATE OF AUTHORIZATION: EB8951

PROJECT
PEARY COURT DEVELOPMENT

KEY WEST, FLORIDA

CLIENT
BENDER & ASSOCIATES ARCHITECTS

410 ANGELA ST.
KEY WEST, FLORIDA 33040
305.296.1347 (tel)

OWNER
PEARY COURT APARTMENTS, LLC

C/O THE CORNFELD GROUP
3850 HOLLYWOOD BLVD., SUITE 400
HOLLYWOOD, FLORIDA 33021
954.989.2200 (tel)

CONSULTANTS

REGISTRATION

ISSUED FOR:	
ISSUANCE	DD MM YY

PROJECT NUMBER R210129.00

DATE: 05 04 21

SCALE: 1"=20'-0"

DRAWN BY: JM

CHECKED BY: KO

DRAWING SCALE AND NORTH ARROW

SHEET TITLE
LANDSCAPE DETAILS

SHEET NUMBER
LA.09

SHEET 28 OF 42

NOT FOR CONSTRUCTION

Verification Form

City of Key West
Planning Department



Verification Form

(Where Authorized Representative is an entity)

I, Jeffrey D. Cornfeld, in my capacity as Manager
(print name) (print position; president, managing member)
of The Cornfeld Group LLC
(print name of entity serving as Authorized Representative)

being duly sworn, depose and say that I am the Authorized Representative of the Owner (as appears on the deed), for the following property identified as the subject matter of this application:

541 White Street Key West, Florida 33040

Street Address of subject property

All of the answers to the above questions, drawings, plans and any other attached data which make up the application, are true and correct to the best of my knowledge and belief. In the event the City or the Planning Department relies on any representation herein which proves to be untrue or incorrect, any action or approval based on said representation shall be subject to revocation.

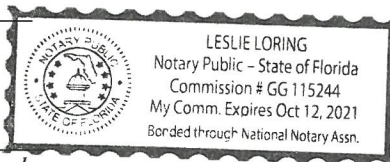

Signature of Authorized Representative

Subscribed and sworn to (or affirmed) before me on this 3/9/2021 by
date

JEFFREY D. CORNFELD
Name of Authorized Representative

He/She is personally known to me or has presented _____ as identification.


Notary's Signature and Seal



LESLIE LORING
Name of Acknowledger typed, printed or stamped

Commission Number, if any

Deed

Exhibit B

Doc# 2084185 07/19/2016 3:22PM
 Filed & Recorded in Official Records of
 MONROE COUNTY AMY HEAVILIN

This Instrument Was Prepared By:

Peter D. Lopez, Esq.
 Stearns Weaver Miller Weissler
 Alhadeff & Sitterson, P.A.
 150 West Flagler St., Suite 2200
 Miami, Florida 33130

07/19/2016 3:22PM
 DEED DOC STAMP CL: Krys \$420,000.00

Doc# 2084185
 Bk# 2806 Pg# 1639

Record and Return To:

Spottswood, Spottswood & Spottswood, PLLC
 500 Fleming Street
 Key West, Florida 33040

(Reserved)

Property Appraiser Identification No. 00006730-000200

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 18th day of July, 2016 between Peary Court Holdings LP, a Delaware limited partnership (the "Grantor"), whose mailing address is c/o Wexford Capital LP, 411 West Putnam Avenue, Greenwich, CT 06830, and Peary Court Apartments, LLC, a Delaware limited liability company (the "Grantee"), whose mailing address is 3850 Hollywood Blvd., Suite 400, Hollywood, Florida 33021.

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee the real property (the "Property") located in Monroe County, Florida, and more particularly described in Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO:

1. All easements, conditions, covenants, restrictions, reservations, limitations and agreements of record, as provided on Exhibit "B" attached hereto; provided that this instrument shall not reimpose same.
2. Real estate taxes for the year 2016 and all subsequent years.
3. Existing applicable governmental building and zoning ordinances and other governmental regulations.

TOGETHER with all the tenements, hereditaments and appurtenances belonging or in any way appertaining to the Property.

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the

Exhibit B

Doc# 2084185
Bk# 2806 Pg# 1640

Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed by its duly authorized representative on the day and year first above written.

Witnesses:

PEARY COURT HOLDINGS LP, a Delaware limited partnership

Kimberly McLoughlin
Witness Signature

By: Peary Court Advisors LLC, a Delaware limited liability company, its general partner

Kimberly McLoughlin
Print Name of Witness

By: [Signature]
Arthur Amron, Vice President and Assistant Secretary

[Signature]
Witness Signature

Lauren Tagliaferro
Print Name of Witness

ACKNOWLEDGMENT

STATE OF Connecticut)
) SS:
COUNTY OF Fairfield)

The foregoing instrument was acknowledged before me this 23rd day of June, 2016 by Arthur Amron, as Vice President and Assistant Secretary of Peary Court Advisors LLC, a Delaware limited liability company, the general partner of Peary Court Holdings LP, a Delaware limited partnership, on behalf of the company and as an act of the partnership. He is personally known to me or presented a Florida driver's license as identification and did not take an oath.

[Signature]
Notary Public, State of _____ at Large
Print Name: _____

Commission No. _____
JACQUELYN M. WERNER
Notary Public, State of Connecticut
My Commission Expires June 30, 2020

My Commission Expires:

Prepared by Stearns Weaver

Approved by Phil Braunstein

Doc# 2084185
Bk# 2806 Pg# 1641

EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land situated in the City of Key West, Monroe County, Florida and being more particularly described as follows: COMMENCING at the intersection of the Northwesterly Right-of-Way Line of Newton Street and the Northeasterly Right-of-Way Line of White Street (Florida State Plane Coordinates East Zone NAD 83/90, Northing = 82591.01, Easting = 392639.41): thence N 34°08'30" W along the said Northeasterly Right-of-Way Line of White Street for 310.39 feet; thence N 55°51'30" W for a distance of 0.05 feet to the back edge (Northeast side) of a concrete sidewalk and the Point of Beginning; thence N 34°08'00" W, and along the Northeast edge of a concrete sidewalk a distance of 289.66 feet; thence S 55°51'30" W for a distance of 0.10 feet to the Northeasterly Right-of-Way Line of White Street; thence N 34°08'30" W along the said Northeasterly Right-of-Way Line of White Street for a distance of 31.83 feet; thence N 55°51'30" E for a distance of 0.10 feet to the said back of the sidewalk of White Street; thence N 34°08'00" W along the said Northeasterly edge of a sidewalk for a distance of 853.03 feet to an existing fence; thence N 55°36'56"E., and along the said fence, which lies on Eaton Street a distance of 194.19 feet to a point lying 0.5 feet (6 inches) Northeast of a fence corner; thence S 79°06'43" E, and along a line lying 0.5 feet (6 inches) Northeasterly of a existing fence and wall a distance of 1206.74 feet; thence N 10°44'48" E for a distance of 8.75 feet to the Southeasterly Right-of-Way Line of Palm Avenue; thence S 79°15'12" E along the said Southeasterly Right-of-Way Line of Palm Avenue for a distance of 55.00 feet; thence S 10°44'48" W for a distance of 8.88 feet to the extension of a line lying 0.5 feet (6 inches) Northeasterly of the existing fence and wall; thence S 79°06'43" E and along a line lying 0.5 feet (6 inches) Northeasterly of the existing fence and wall for a distance of 325.66 feet to a point lying 0.5 feet (6") from the corner of the fence on Eisenhower Drive; thence S 40°23'08" E along the fence on Eisenhower for a distance of 20.90 feet; thence S 14°07'44" E and being partially along a fence line for 167.37 feet to Angela Street; thence S 56°24'46" W., and along a line lying 0.5 feet (6 inches) Southeasterly of the fence line of Angela Street a distance of 1080.22 feet; thence N 19°36'43"W, and along the edge of an existing fence a distance of 72.01 feet; thence S 68°44'44" W, and along the edge of an existing fence a distance of 204.28 feet to the Northeast side of a concrete sidewalk and the Point of Beginning.

Exhibit B

Doc# 2084185
Bk# 2806 Pg# 1642

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Easement granted the City of Key West recorded in Deed Book G-56, Page 449, and shown on Island Surveying Inc., January 31, 2012, updated July 18, 2013, and last revised August 1, 2013, Drawing No. 13-278.
2. Grant of Easement to BellSouth Telecommunications, Inc., dated July 2, 1998, N 62467-98-RP-00114, for a period of 50 years and shown on Island Surveying Inc., January 31, 2012, updated July 18, 2013, and last revised August 1, 2013.
3. Agreement Regarding Peary Court Easement and Infrastructure between Peary Court Holdings LP, a Delaware limited partnership, and Utility Board of the City of Key West, Florida, DBA Keys Energy Services, dated August 26, 2013, recorded September 4, 2013, in Official Records book 2648, Page 190 and Grant of Easement for overhead power lines to the City of Key West, Florida 9/3/1963, Noy(R) 66502, for a period of 50 years.
4. Matters as set forth on the survey prepared by Island Surveying Inc., January 31, 2012 and last revised May 21, 2016, Drawing No. 16-239 as follows:
 - a) Encroachments, if any, lying in the 20' wide Easement to the Florida Keys Aqueduct Authority by unrecorded no. N69450-08-Rp-00011, in 2368, page 2062;
 - b) Fences lying along and across the property lines.
5. Rights of tenants in possession, as tenants only, under any prior unrecorded residential leases.
6. 20' wide Easement from the United States of America, acting by and through the Department of the Navy, Naval Facilities Engineering Command Southeast to the Florida Keys Aqueduct Authority, Deed no. N69450-08-Rp-00011, recorded June 27, 2008 in Official Records Book 2368, page 2062, Public Records of Monroe County, Florida.
7. Easements, notices, covenants, restrictions, reservations and conditions as set forth in the Quit Claim Deed to Southeast Housing LLC, a Delaware limited company, recorded September 4, 2013, in Official Records Book 2648, Page 134, Public Records of Monroe County, Florida.

MONROE COUNTY
OFFICIAL RECORDS

#5019063 v3

Proposed Development Agreement

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR
THE PEARY COURT AFFORDABLE HOUSING COMPLEX**

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT(hereinafter **“Development Agreement”**) is entered into by and between Peary Court Apartments LLC, a Delaware Limited Liability Company (herein referred to as the “Owner”) and the CITY OF KEY WEST, a Florida municipal corporation (herein the “City”) (collectively the “Parties”), pursuant to Chapter 90, Article IX of the City Code of Ordinances (the “Code”), and the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, *Florida Statutes*, and is binding on the “Effective Date” set forth herein.

WITNESSETH:

WHEREAS, the Owner is the record title holder of the Peary Court Affordable Housing Complex (herein referred to as the “Property”, or “Peary Court”) located in the City of Key West, as more specifically described in Exhibit A- Survey and Legal Description attached hereto as Exhibit A; and

WHEREAS, The current owner, Peary Court Apartments LLC purchased the Property on July 18, 2016 (see Attached Exhibit B- Special Warranty Deed) and wishes to amend the current Development Agreement, Approved by City Resolution No. 16-40 to reflect changes in the demand for the types of affordable housing to be provided at the Property and to recognize the cost of providing affordable housing requires a more cost-effective design of unit types.

WHEREAS, Peary Court currently has vested entitlements for 160 dwelling units

historically used for military housing, and has (pursuant to a duly-issued demolition permit and the Historic Architectural Review Commission (HARC) approval) demolished a previously-existing 10,000 square foot commercial building; and

WHEREAS, City Code Section 122-611(e) requires submission and approval of a Development Agreement with any development plan submitted for approval on the property within the HSMDR Zoning District, thereby superseding the requirement in Code Section 90-679 for the City Commission to make a preliminary determination of whether or not to enter into a Development Agreement and to pursue negotiations with the Owner; and

WHEREAS, pursuant to recommendation of the Department of Economic Opportunity (DEO), the City Commission, through Ordinance No. 12-33, authorized an exception within the HSMDR Zoning District to the affordable housing and workforce housing Ordinance criteria, so that the development of Peary Court would allow the addition of 48 affordable work force housing units (calculated at 30% of the 160 existing residential units); and

WHEREAS, Owner has identified a method of constructing fifteen (15) new affordable work force housing one-bedroom units within the existing triplex and quadraplex units (“Conversion Units”). Thirty three (33 two-bedroom units will be constructed in discrete clusters in new buildings that will not require the demolition of any existing structures. Site layout, open space, parking, landscape and drainage, as depicted on the attached Affordable Housing Survey Site Plan (Exhibit C, referred to herein as the “Site Plan”) will meet all the requirements of the City Land Development Regulations; and

WHEREAS, on July 18, 2016, the Owner executed a Declaration of Affordable Rental Housing Restrictions (Exhibit D), which was recorded at Monroe County Official Record Book 2806, Page 1651, (hereinafter being referred to as the “Deed Restriction”) by which Owner

encumbered the entire Property so that all existing and all newly constructed units will be restricted as set forth in the Deed Restriction; and

WHEREAS, the Site Plan has been reviewed and approved by the Historic Architectural Review Commission and /or designated staff; and

WHEREAS, on _____, the City of Key West Planning Board approved Resolution No.21-_____, recommending approval of the Development Agreement, a copy of the Resolution being attached hereto as Exhibit E; and

WHEREAS, on _____ the City Commission considered the comments and recommendation of the City staff, the Planning Board, and comments of members of the public and approved Resolution No. 21-__ (Exhibit F) authorizing development of the Affordable Housing units as provided in this Development Agreement; and

WHEREAS, the City has determined that the new development proposed in the Site Plan is consistent with the City's Comprehensive Plan and Land Development Regulations and is compatible with surrounding land uses; and

WHEREAS, the City has determined that this Development Agreement is consistent with the Comprehensive Plan, the Land Development Regulations, and the Florida Statutes Principles Guiding Development for the City, and further finds that this Development Agreement is in the public interest, and will further the health, safety, welfare, and goals of the residents of the City.

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

A. RECITALS. The recitals set forth in the preceding "Whereas" clauses are incorporated herein and form a material part of this Agreement.

B. DEFINITIONS. For the purposes of this Development Agreement, the following terms shall have the following meanings. Terms not defined in this Development Agreement shall be as defined in the City Code, Chapter 163, *Florida Statutes*, or, if not defined in the Code or statute, shall be understood according to their usual and customary meanings.

1. “Affordable Work Force Housing” means housing as defined in Article V, Division 10 of Chapter 122, Sections 122-1465 through 122-1467 of the City Code as it existed on the date of execution of the Deed Restriction.

2. “Building Permit Allocation” means a residential permit allocation under Article X, Division 11, of Chapter 108, Sections 108-986 through 108-998 of the City Code.

3. “City Code” means the Code of Ordinances of the City of Key West in effect on the Effective Date of this Development Agreement.

4. “Comprehensive Plan” means the City’s Comprehensive Plan in effect on the Effective Date of this Development Agreement.

5. “Development”, “Redevelopment”, or “Redevelopment Plan” shall refer to the development of the Property for the uses, densities and intensities permitted by this Development Agreement, subject to the conditions, obligations, restrictions and terms contained herein.

6. “Site Plan” shall refer to the Affordable Housing Survey Site Plan dated _____, approved by the City Commission in Resolution 21-____, which is attached hereto as Exhibit C .

7. “Effective Date” shall refer to the date this Development Agreement becomes effective, as set forth in herein.

8. “Property” shall refer to the parcel described in Exhibit “A” that is the subject of this Development Agreement.

9. “Public facilities” means those facilities identified in Section 163.3221, *Florida Statutes*.

C. TERMS OF AGREEMENT.

1. Legal Description; Ownership and Equitable Interests in the Property. The legal description of the Property subject to this Development Agreement is attached hereto as Exhibit “A” and incorporated herein by reference. As evidenced by the Special Warranty Deed conveying the Property (a copy of which is attached hereto as Exhibit B”), the Owner of the Property is Peary Court Apartments LLC and such entity is responsible for negotiation of this Agreement and for development of the Property.

2. Duration of Agreement; Renewal. This Development Agreement shall remain in effect for a period of five (5) years, commencing on the Effective Date set forth below. This Development Agreement may be renewed or extended pursuant to City Code Section 90-682(a)(2) and *Florida Statute* § 163.3229.

3. Existing Development. The Property consists of the following development located in the City of Key West on the historic Peary Court military housing site: 160 existing vested dwelling unit entitlements .

4. Site Plan.

a. Uses, Densities and Intensities. The residential uses, densities and intensities, existing and proposed, conform with HSMDR Zoning District standards. The Property is allowed a maximum density of 8.6 units per acre. The Site Plan proposes up to an additional 48 units, for a total of 208 residential dwelling units on the Property which is equivalent to 8.6 units per acre. No commercial development is proposed.

b. Building Permit Allocations. The Site Plan encompasses construction on the Property of up to 48 new affordable work force housing units. The City through its adopted Comprehensive Plan has reserved to the Property 48 affordable residential dwelling unit allocations from the City of Key West Building Permit Allocation System required to construct the new affordable work force housing units as depicted on the Site Plan. The forty eight (48) BPAS Allocations reserved and committed to the Peary Court site shall each be individually assigned to a particular address and unit at the time the City issues the building permit for each affordable work force housing unit.

c. Conformity with the Land Development Regulations Development Standards. The following development features shall conform to the Land Development Regulations in effect the time of this Development Agreement:

1. Open Space.
2. Recreation Areas, which shall conform to the access requirements of Paragraph 9(j), below.
3. Types and locations of units, which shall be subject to adjustment within the standard deviations range set forth in Paragraph 5.
4. Parking for vehicles and bicycles is provided at the locations depicted on the Site Plan.
5. Landscaping, which is already in place will be augmented by new plantings and the removal of certain exotic plantings, while maintaining mature shade trees
6. Solid waste and recycling container storage, which is currently in place, will be augmented by new facilities to serve the new units.
7. Fencing.

8. Utilities and Mechanical Equipment.

9. Streets. The existing internal streets providing access to the affordable housing units shall be retained, and slightly modified to better serve all units as depicted on the Site Plan.

5. Minor Site Plan Modifications. Minor Site Plan modifications shall require approval pursuant to City Code Section 108-91 C. including , but not limited to, those listed in such section , as well as minor additions of sidewalks to the new units and small reductions of pervious area to accommodate the sidewalks.

6. Affordable Work Force Housing; Timing of Development; Deed Restriction. The Owner shall be allowed to develop up to forty-eight (48) affordable work force housing units, all of which shall - be at least 400 square feet in size pursuant to City Code Section 122-1467, subject to the following conditions:

a. Upon issuance of a Certificate of Occupancy for any of the 48 new affordable work force housing units, the newly constructed units (including Conversion Units) shall be subject to the current Deed Restriction applicable to the entire site. Owner shall provide a copy of the Certificate of Occupancy for each new unit to the City Planning Department and the Key West Housing Authority within two weeks after issuance.

b. The affordable work force housing unit income categories and rental rates for the 48 new affordable work force housing units shall conform to the provisions of the Deed Restriction.

7. Additional Development Conditions. The following additional conditions, terms, restrictions, and other requirements have been determined by the City of Key West to be necessary for the public health, safety, and welfare of its citizens:

a. Fire Safety. The Redevelopment Plan shall rely upon the existing number of fire hydrants and/or fire wells required to conform to all applicable fire safety requirements, as determined by the Fire Marshal of the City of Key West. On-site fire protection shall be provided in accordance with the 2020 (7th Edition) Fire Prevention code, Ch. 69A-60, F.A.C. Notwithstanding the foregoing Owner shall be entitled to rely upon the fire protection methods specified in the Information Bulletin Number 1 to contractors prepared by the architect of record, Bert Bender, dated July 28, 2021, which is Exhibit G.

b. Timing of permit applications. Prior to submitting a building permit application to the City, the Owner shall secure all permits required for that work pursuant to applicable state, regional and federal regulations, and shall also secure any necessary permits or authorizations from the City of Key West Utilities Dept.

c. Fair Housing Requirements. The Property shall continue to comply with all applicable requirements of the ADA and state and federal fair housing acts.

d. Building Heights. New buildings' height shall not exceed the maximum building height allowed in the HSMDR Zoning District applicable to the Property. Existing buildings converted to include new units will not have roof elevations changed from that existing as of the time of this Development Agreement. For the purpose of measuring building heights of new residential and accessory structures other than interior fences, the base elevation shall be 6.09 feet NGVD, which is the elevation of the crown of the road on White Street immediately in front

of the main entrance to the Property at the intersection of White and Southard Streets (See site elevation determination by the City of Key West, attached hereto as Exhibit H).

e. Site Design. The development of the Property shall be consistent with all bulk and site design requirements in the City Code, including but not limited to open space, setbacks and buffering, lighting, landscaping, parking, utilities and stormwater management as determined by the Major Development Plan required for the Property redevelopment.

f. Impact Fees. Owner shall pay impact fees (i.e., sewer, solid waste, traffic and library impact fees) for the 48 new affordable housing units, in the amounts set forth in the impact fee schedule established by the City Code at the rates in effect on the date of building permit issuance, unless waived by the City Commission to the extent allowed by law.

g. Energy Efficiency / Green Building. Owner shall sustainably construct the Conversion Units in conformance with the Prerequisite Standards for minor improvements to existing structures recognized in the BPAS system, pursuant to City Code Section 86-9 and 108-997 (b) (2), or shall be entitled to an exemption to the prerequisites according to Section 108-997(b)(1)d. because 100% of the units will be affordable work force housing units. The choice shall be at the sole discretion of the Owner.

h. Flood damage avoidance. The finished floor elevation of the first habitable floor of all Conversion Units. units shall not be less than the finished floor elevation of the compliant structures in which they will be constructed. The finished floor elevations of new units in new buildings shall meet the requirements of the City Building and Floodplain management regulations.

i. Wind Load. Owner shall ensure that all new structures (including doors, windows, and cladding) meet all applicable codes to withstand the peak wind loads specified in

the 2020 Florida Building Code (7th Edition).

8. Annual Progress Reports. . As required by the Deed Restriction (Exhibit D) annual reports on the project's consistency with City's affordable housing income and eligibility requirements shall be submitted to the Key West Housing Authority.

9. Public Facilities. All required public facilities to serve the project are available as of the date of this Development Agreement, and capacity for each is projected to be available concurrent with the impacts of development. The following list identifies required public facilities that will service the development authorized by this Agreement, who shall provide the facilities, and that existing facilities are available and concurrent with the impacts of additional development:

a. Potable Water. Domestic potable water is provided by Florida Keys Aqueduct Authority (FKAA). Adequate domestic potable water transmission and potable water source capacity exist for this project. There is no need for new potable water facilities to serve the Conversion Units. The new buildings housing the remaining new units will be provided with water facilities to FKAA standards.

b. Electric Service. Electric service is provided by Keys Energy Services (KEYS). No new facilities needs are anticipated to serve the Conversion Units. The new buildings housing the remaining new units will be provided with electric facilities to KEYS standards

c. Solid Waste. Solid waste service is provided by the franchisee of the City of Key West, and adequate capacity exists for this development.

d. Wastewater. Wastewater treatment shall be provided by the City of Key West Wastewater Treatment Plant, and adequate capacity exists for this development.

e. Protective Services. Protective services other than parking enforcement shall be provided by the City of Key West.

f. Transportation. According to the Traffic Impact statement provided with the Major Development Plan , no significant traffic impacts are anticipated. All roadways within the Property shall remain private roads.

g. Schools. Adequate school facilities are anticipated to serve any students who may reside in the dwelling units developed under the Redevelopment Plan.

h. Existing Facilities. All public facilities identified above are available as of the date of this Development Agreement and are projected to be available concurrent with the impacts of the Development compliant with the Major Development Plan.

i. Stormwater. Those stormwater management facilities currently installed are sufficient and meet the concurrency standards of the City as demonstrated by the drainage plan and report approved with the Major Development Plan.

j. Recreational facilities. The existing development currently provides for on-site amenities for residents and guests of the 48 new affordable housing units. Private recreational facilities are currently provided on the Property to serve the needs of the residents of the 48 new affordable housing units as well as the other residents on the Property. Additionally, public recreational facilities exist in the vicinity of Peary Court, adequate to serve the recreational needs of residents.

10. Required Permits and Approvals.

Nothing in this Development Agreement shall be deemed to obviate the necessity of the Owner's compliance with terms and provisions of each of the required approvals listed below. The

following is a list of other development permits and approvals needed for the development of the Property as specified and required in this Agreement:

- a. Development Agreement;
- b. Building and related construction permits for Conversion Units and for each new building containing new units.

- c. Amendment to Major Development Plan Approval; and,
- d. Certificates of Appropriateness.

11. Mutual Cooperation. The City agrees to cooperate with the Owner in timely reviewing and processing all applications for permits, licenses, approvals, or consents necessary or appropriate to fully implement this Development Agreement. The City and the Owner agree to cooperate fully with and assist each other in the performance of the provisions of this Development Agreement.

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

13. Finding of Consistency. The City finds that the Development authorized herein is consistent with the City's Comprehensive Plan and Land Development Regulations in effect on the date of execution of this Development Agreement.

14. Compliance with Permits, Terms, Conditions, and Restrictions Not Identified

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

15. Laws Governing this Agreement.

a. For the duration of this Development Agreement, all approved Development of the Property shall comply with and be controlled by this Development Agreement and provisions of the City's Comprehensive Plan and City Code in effect on the date of execution of this Agreement, except for the Affordable Work Force Housing Code provisions which shall be those in effect as of the date of the Deed Restriction.

b. Pursuant to City Code Section 90-687 and Section 163.3233, *Florida Statutes*, the City may apply subsequently adopted laws and policies to the Property only if the City holds a public hearing and determines that:

- (1) the new laws and policies are not in conflict with the laws and policies governing the Agreement and do not prevent redevelopment of the land uses, intensities, or densities set forth in this Development Agreement;
- (2) the new laws and policies are essential to the public health, safety, or welfare, and the City expressly states that they shall apply to the redevelopment that is subject to this Development Agreement;
- (3) the City demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Development Agreement; or
- (4) the Development Agreement is based on substantially inaccurate information supplied by the Owner. However, nothing in this Development Agreement shall

prohibit the parties from mutually agreeing to apply subsequently adopted laws to the Property.

c. If state or federal laws enacted after the effective date of this Development Agreement preclude any party's compliance with the terms of this Agreement, this Development Agreement shall be modified as is necessary to comply with the relevant state or federal laws. However, this Development Agreement shall not be construed to waive or abrogate any rights that may vest pursuant to common law.

16. Amendment, Extension, and Termination. This Development Agreement may be amended, extended, or terminated as follows:

a. As provided in Section 163.3237, *Florida Statutes*, and City Code Section 90-689, this Development Agreement may be amended, extended or canceled by mutual consent of the parties or their successors in interest, which shall require a written document approved by the City Commission and shall require two (2) public hearings by the City.

b. As provided in Section 163.3229, *Florida Statutes*, and City Code Section 90-684, this Development Agreement may be extended by the mutual consent of the parties, subject to the 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 extension of the Development Agreement shall be advertised approximately seven (7) days before each public hearing in a newspaper of general circulation and readership in the City of Key West, 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 Development 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 Development Agreement can be obtained.

c. Pursuant to Section 163.3235, *Florida Statutes*, and City Code Section 90-689, this Development Agreement may be revoked or modified 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 Development Agreement.

17. Breach of Agreement and Cure Provisions.

a. If the City concludes that there has been a breach in this Development 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 breached and providing the Owner with sixty (60) days from the date of receipt of the notice to cure the breach. 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 breach of this Development Agreement:

- (1) Failure to comply with the provisions of this Development Agreement;
- (2) Failure to comply with terms and conditions of permits issued by the City or other regulatory entity for the redevelopment authorized by this Development Agreement;
- (3) Failure to comply with terms and conditions of the Deed Restriction referred to in Paragraph 6(b), above;
- (4) Failure to comply with the requirements of the Major Development Plan

b. If the Owner concludes that there has been a breach in the terms and conditions of this Development Agreement, the Owner shall serve written notice on the City

identifying the term or condition the Owner contends has been breached and providing the City with sixty (60) days from the date of receipt of the notice to cure the breach unless caused by fire, storm, flood, other Act of God, or events beyond the control of the City, shall be considered a breach of this Agreement:

(1) Failure to comply with the provisions of this Development Agreement;

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

d. If the City waives a breach in this Development Agreement by the Owner, such a waiver shall not be deemed a waiver of any subsequent breach.

18. Notices. All notices, demands, requests, or replies provided for or permitted by this Development Agreement, including notification of a change of address, shall be in writing to the addressees identified below, and may be delivered by any one of the following methods:

(a) By personal delivery;

(b) By deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid; or

(c) by deposit with an overnight express delivery service with a signed receipt required.

Notice shall be effective upon receipt. The addresses of the parties are as follows:

PEARY COURT APARTMENTS LLC:

Registered Agent: Franklin L. Zemel
c/o Saul, Ewing, Arnstein and Lehr, LLP
200 East Las Olas Blvd., Suite 1000

Fort Lauderdale, Florida 33301

With a copy to:

Jeffrey D. Cornfeld
The Cornfeld Group, LLC
3850 Hollywood Boulevard
Suite 400
Hollywood, Florida 33021

TO THE CITY:

City Planning Director
P.O. Box 1409
Key West, FL 33041

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

City Attorney
P.O. Box 1409
Key West, FL 33041-1409

City Manager
P.O. Box 1409
Key West, FL 33041-1409

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

20. Conflicts. In the event of a conflict between the provisions of this Development Agreement and City ordinances, the terms of this Development Agreement shall control.

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

22. Assignment. This Agreement may not be assigned by Owner without the written consent of the City, which consent shall not be unreasonably withheld.

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

24. Severability. In the event any provision, paragraph or section of this Development 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 Development Agreement.

25. Applicable Law. This Development 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.

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

27. Duplicate Originals; Counterparts. This Development 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.

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

29. Entirety of Agreement; Incorporation of Prior Development Approvals. This Development 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, understandings, or development orders concerning the subjects covered by this Development Agreement that are not contained in or incorporated into this document and, accordingly, no deviation from the terms hereof shall be predicated upon any prior representations, agreements or approvals, whether written or oral. This Development 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. Notwithstanding anything contained herein to the contrary, nothing in this Development Agreement shall, or shall be deemed to, defeat, limit, alter, modify, impair, enhance, or enlarge any right, obligation, claim or remedy created by the Deed Restriction. Furthermore, notwithstanding anything contained herein to the contrary (including the terms of Paragraph 15(b)), nothing in this Development Agreement shall be deemed to provide the City with the right or ability to modify the affordable restrictions, guidelines, or any other terms set forth in the Deed Restriction without the consent of the Owner. Therefore, the City acknowledges that any future modifications to the City of Key West Land Development Regulations, Chapter 122, Article V, Division 10, Sections 122-1465 through 122-1500 (Work Force Housing Ordinance) shall not be deemed to modify the Deed Restriction or the terms of this Development Agreement unless the Owner consents to the application of such revised Work Force Housing Ordinance. In the event of any conflict between this Development Agreement and the Deed Restriction, the Deed Restriction shall control.

30. Rendition. After this Agreement is signed by the parties, a copy of the signed Agreement shall be timely rendered by the City to the Florida Department of Economic Opportunity (DEO) as required by Rule 73C-44.003, Florida Administrative Code.

31. Effective Date of Agreement. This Agreement shall only become effective after the Florida Department of Economic Opportunity (DEO) waives its right to appeal, the 45-day appeal period established by Section 380.07, *Florida Statutes*, expires, or any such appeal has been finally resolved, whichever first occurs. The effective date of this Agreement shall be the date that it is recorded as provided in Paragraph 32, below.

32. Recording. As required by Section 163.3239, *Florida Statutes*, the City shall record this Development Agreement in the public records of Monroe County, Florida, within fourteen (14) days after execution of this Development Agreement. A copy of the recorded Development Agreement showing the date, page and book where recorded shall be submitted to the Owner and 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 delivery, within fourteen (14) days after the Development Agreement is recorded.

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

PEARY COURT APARTMENTS LLC a Delaware Limited Liability Company

By: The Cornfeld Group, LLC a Florida Limited Liability Company, Its Manager

By: _____

Jeffrey D. Cornfeld, Manager

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this _____ day of _____,
2021 Jeffrey D. Cornfeld, authorized person of Peary Court Apartments LLC, on behalf of the
company, who is () personally known to me or () who has produced a driver's license as
identification.

SEAL

Notary Public

STATE OF FLORIDA
COUNTY OF _____

CITY OF KEY WEST

_____, 2021
Date

By _____
Mayor

ATTEST:

CITY CLERK

LIST OF EXHIBITS

- Exhibit A: Legal Description and Survey of property
- Exhibit B: Copy of Special Warranty Deed, dated July 18, 2016
- Exhibit C: Site Plan
- Exhibit D: Declaration of Affordable Rental Housing Restrictions, dated July 18, 2016
- Exhibit E: Key West Planning Board Resolution No. 2021-____, Development Agreement recommendation
- Exhibit F: Key West City Commission Resolution No. 2021-____, Development Agreement approval
- Exhibit G: Architect's Bulletin Number 1 dated July 28, 2021
- Exhibit H: Height Reference Point Determination by the City of Key West.