

# FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment"), being signed this 10<sup>th</sup> day of June, 2024 (the "Effective Date"), is entered into between THE CITY OF CLEARWATER, FLORIDA ("the "City"), a Florida municipal corporation; GOTHAM PROPERTY ACQUISITIONS, LLC ("Gotham"), a New York limited liability company; and THE DENUNZIO GROUP, LLC ("DeNunzio"), a Florida limited liability company (collectively Gotham and DeNunzio are referred to as the "Developers", and sometimes each referred to herein individually as a "Developer".)

## RECITALS

WHEREAS, the Florida Local Government Development Agreement Act, Florida Statutes Sections 163.3220 – 163.3243 (the "Act"), authorizes municipalities to establish, by ordinance, procedures and requirements to consider and enter into appropriate development agreements; and

WHEREAS, Section 4-606 of the Community Development Code (the "Code") describes the process by which potential development agreements will be considered, including the required content for any application and agreement; and

WHEREAS, the Parties previously entered into a development agreement in accordance with the Florida Local Government Development Act, as implemented by Section 4-606 of the Code; said development agreement was approved by the Clearwater City Council on August 4, 2022 by Resolution No. 22-15, and subsequently recorded in Official Records Book 22172, Page 916 in the Public Records of Pinellas County, Florida (the "Original Development Agreement"); and

WHEREAS, the Developers have requested that the project approved in the Original Development Agreement be modified as follows:

- To revise the City Hall Project to a multifamily residential project containing 400 dwelling units in a single tower;
- To revise the minimum required parking ratio to 1.1:1 for 440 parking spaces;
- To revise the City Hall Project requirements to provide that fifty percent (50%) of the parking spaces may be above-ground but not visible from Osceola Avenue (but may be visible from Coachman Park);
- To clarify that the rate and schedule of impact fees in effect upon the date of execution of the Original Development Agreement will apply to the City Hall Project and the Harborview Project;
- To revise the Original Development Agreement to remove provisions relating to the construction and funding of the Pedestrian Bridge and to reserve the right of the Buyers to request future CRA funding for the construction of a pedestrian bridge or walkway;

KEN BURKE, CLERK OF COURT  
AND COMPTROLLER PINELLAS COUNTY, FL  
INST# 2024151027 06/13/2024 11:02 AM  
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DocType:AGM RECORDING: \$316.00

- To revise the purchase price for the City Hall Site to Three Million Four Hundred Fifty Thousand Dollars and 00/100 Cents (\$3,450,000.00);
- To provide up to Two Million Two Hundred Fifty Thousand Dollars and 00/100 Cents (\$2,250,000.00) in CRA funding at Substantial Completion, or upon commencement of construction if closing occurs no later than March 1, 2026;
- To provide an additional One Million Dollars and 00/100 Cents (\$1,000,000.00) in CRA funding as an incentive grant to be paid upon commencement of construction if closing occurs no later than March 1, 2026;
- To provide for up to six (6) Two (2)-month closing extensions at a cost of Two Hundred Thousand Dollars and 00/100 Cents (\$200,000.00) each;
- To establish December 31, 2028 as the date of Substantial Completion, subject to extension for Events of *Force Majeure* and Governmental Delay;
- To provide for liquidated damages in the amount of One Million Dollars and 00/100 Cents (\$1,000,000.00) if Substantial Completion is not achieved by December 31, 2028, subject to extensions for Events of *Force Majeure* and Governmental Delay, which Liquidated Damages shall be secured, at Purchaser's option, by any of the following: cash collateral from Purchaser or a provision for payment of the same to the City from the contractor under the Construction Agreement;
- To provide that the City will be an additional insured in insurance policies for the City Hall Project and the Harborview Project with the same insurance amounts as Purchaser;
- To provide for indemnification of the City in an amount of up to maximum amount of Five Hundred Thousand Dollars and 00/100 Cents (\$500,000.00) for any legal challenges related this Amendment; and
- To provide for any other changes necessary to conform the Development Agreement with the terms and conditions of this Amendment.

(the "Amended Project"); and

WHEREAS, the City and the Developers desire to amend certain terms and provisions of the Original Development Agreement as more fully set forth herein below.

NOW, THEREFORE, in consideration of the foregoing Recitals, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct and are a part of this First Amendment.

Section 2. Incorporation of the Act. This Amendment is entered into in compliance with and under the authority of the Code and the Act, the terms of which as of the date of this Amendment are incorporated herein by this reference and made a part of this Amendment. Words used in this Amendment without definition that are defined in the Act shall have the same meaning in this Amendment as in the Act.

Section 3. Amendments to Development Agreement. Notwithstanding anything contained in the Original Development Agreement to the contrary, the Original Development Agreement shall be amended as follows and all other references in the Original Development Agreement and exhibits regarding the Amended Project shall be consistent with the following:

a. Article I, Section 1.01 “Definitions”, subparagraph (l) “Concept Plan” shall be amended to strike the reference to application DVA2022-06001 and to replace the conceptual plans for the City Hall Project attached as Exhibit “C” to the Original Development Agreement with the conceptual plans and designs attached to this Amendment as Exhibit “C-1”, with the amended subparagraph to provide as follows:

“(l) **“Concept Plan”** means: (1) with reference to the Harborview Project, the conceptual plans and designs for the Harborview Project attached to the Original Development Agreement; and (2) with reference to the City Hall Project, the conceptual plans and designs attached to this Amendment and made part hereof as Exhibit “C-1”. For the sake of clarity, it is intended that this Amendment only modify the design of the City Hall Project and not the Harborview Project.”

b. Article I, Section 1.01 “Definitions”, subparagraph (mm) “Pedestrian Bridge” shall be deleted in its entirety.

c. Article I, Section 1.01 “Definitions”, subparagraph (tt) “Purchase and Sale Agreement(s)” shall be amended to modify the purchase price for the City Hall Site to Three Million Four Hundred Fifty Thousand Dollars and 00/100 Cents (\$3,450,000.00).

d. Article IV, Section 4.04 “Minimum multi-family housing stock” shall be amended by deleting the section in its entirety and replacing in lieu thereof the following:

**“Section 4.04 Minimum multi-family housing stock.** Recognizing the urgent need to significantly increase the supply of housing options within the City, Gotham through its Affiliate entities shall cause the construction of at least four hundred (400) attached dwelling units on the City Hall site. Any site plan or site plan amendment that contemplates fewer than four hundred (400) units on the site, or a building permit submittal that contemplates fewer than four hundred (400) dwelling units on site, will be considered a breach of this Agreement and not considered by the City for approval. Upon receipt of a site plan application, amended site plan application, or building permit submittal in violation of this section, the City may choose, without penalty, to terminate this Agreement as to the City Hall Site.”

e. Article IV, Section 4.08 “Maximum density and intensity” shall be amended by deleting the section in its entirety and replacing in lieu thereof the following:

**“Section 4.08 Maximum density and intensity.** The City Hall Site shall be developed with up to 153.85 units per acre, or four hundred (400) attached dwellings; and up to twelve

thousand, four hundred (12,400) square feet of commercial space, which is currently estimated at 0.027 FAR. The maximum density at the Harborview Site shall include up to one hundred twenty-four (124) dwelling units per acre or one hundred fifty-eight (158) overnight accommodation units and up to twenty-one thousand (21,000) square feet of commercial space and an FAR of 0.36<sup>1</sup>.”

f. Article IV, Section 4.09 “Public Amenities Incentive Pool” shall be amended by deleting the Section in its entirety and replacing in lieu thereof the following:

**“Section 4.09 Public Amenities Incentive Pool.** The maximum density and intensity includes an allocation from the Downtown Plan Public Amenities Incentive Pool of 211 dwelling units for the City Hall property and 29 dwelling units (which equates to 36 overnight accommodation units<sup>2</sup>) for Harborview. These allocations shall be reviewed and decided by the Community Development Board (the “CDB”) pursuant to a Flexible Development Application in conjunction with site plan approval. In anticipation of receiving the additional units described in the Downtown Redevelopment Plan, and in return for such amenities, the City agrees to support the Developers’ request for this allocation, and to recommend approval to the CDB.”

g. Article IV, Section 4.11 “Maximum Height” shall be amended to revise the maximum height for the City Hall Project from two hundred eighty-nine (289) feet to two hundred ninety-five (295) feet as defined by the Code, with the amended section to provide as follows:

**“Section 4.11 Maximum height.** Maximum height for the Harborview Project is one hundred fifty-seven (157) feet for the hotel, and fifty-three (53) feet for any other building or structure on the site, all as defined by the Code. Maximum height for the City Hall Project is two hundred ninety-five (295) feet as defined by the Code.”

h. Article IV, Section 4.12 “Parking” shall be amended by deleting the Section in its entirety and replacing in lieu thereof the following:

**“Section 4.12. Parking.** The Project shall include a minimum of four hundred forty 440 parking spaces at the City Hall Site (or a ratio of 1.1:1 parking spaces, whichever is greater). These City Hall Site parking spaces shall be within a parking garage that shall be constructed to include approximately 50% of the spaces above ground and 50% subterranean spaces. The above ground spaces shall be designed so that they are not visible from Osceola Avenue, but may be visible from Coachman Park.

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<sup>1</sup> For purposes of this Agreement and consistent with the City Code, the actual density and intensity is calculated pursuant to sec. 3-902(F) and this Agreement reflects the actual non-residential area proposed.

<sup>2</sup> The Downtown Plan allows for a residential density of 75 units/acre in the Downtown Core and a density of 95 units/acre for Overnight Accommodations.

The Harborview Site shall include the Code required<sup>3</sup> parking which is anticipated to be one hundred nineteen (119) parking spaces at the former Harborview Site plus an additional fifty (50) spaces for the benefit of the City at the Harborview Site for a total of one hundred sixty-nine (169) spaces. The Harborview Site parking garage will be subterranean.”

i. Article VI, Section 6.03 “Dedication of the Pedestrian Bridge” shall be deleted in its entirety, without substitution.

j. Article VII, Section 7.01 “Conditions precedent to closing on the City Hall site” shall be amended to modify the date for completion of the conditions precedent of December 31, 2024 to March 1, 2026, subject to extension by *Force Majeure* Event, Governmental Delays, or extended pursuant to Section 7.03 of this Agreement.

k. Article VII, Section 7.03 “Extension of Closing” shall be amended to provide up to six (6) extension of Closing periods for the City Hall Project, with the amended section to provide as follows:

**“Section 7.03 Extension of Closing.**

*(a) Extension of Closing for the City Hall Site.* The Parties recognize that additional time may be necessary to close pursuant to the Purchase and Sale Agreement. Notwithstanding anything contained herein to the contrary, and provided that Developer is using Commercially Reasonable Efforts to obtain approval of any necessary permits, the Developer shall be entitled to up to six (6) additional extensions of sixty (60) days each by delivering written notice thereof prior to March 1, 2026 or the date of the immediately prior exercised extension period, as applicable, and submitting payment to the City a non-refundable, additional sum of Two Hundred Thousand Dollars and 00/100 Cents (\$200,000.00) for each extension option, as more fully set forth in the Purchase and Sale Agreement.

*(b) Extension of Closing for the Harborview Site.* The Parties recognize that additional time may be necessary to close pursuant to the Purchase and Sale Agreement. Notwithstanding anything contained herein to the contrary, and provided that Developer is using Commercially Reasonable Efforts to obtain approval of any necessary permits, the Developer shall be entitled to an extension of ninety (90) days by delivering written notice thereof prior to December 31, 2024, and submitting payment to the City of a nonrefundable, additional sum of Two Hundred Thousand Dollars and 00/100 Cents (\$200,000.00), as more fully set forth in the Purchase and Sale Agreement, as amended.”

l. Article VII, Section 7.04 “Site plan review, Building Permit, and Closing” shall be amended to modify the date for closing for the City Hall Site from December 31, 2024 to March 1, 2026, subject to extension in the event of *Force Majeure* Event or Governmental Delay.

m. Article VII “Required Permits and Project Schedule” shall be amended to add a new Section 7.09 “Community Redevelopment Area Grant” which shall read as follows:

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<sup>3</sup> The Code requires a minimum parking ratio of 1 parking space per unit for attached dwellings in the Downtown Core and 0.75 spaces to one overnight accommodation unit in the Downtown Core, as may be adjusted by the terms of the Code.

**Section 7.09 Community Redevelopment Area Grant for City Hall Project.** The City and the Developer expect that City Hall Project, during and after construction, will provide necessary or desirable public benefits, including public infrastructure, public improvements, increased employment opportunities, and other economic benefits for the City and its residents. Accordingly, the City agrees that its CRA shall provide a grant of Two Million Two Hundred Fifty Thousand Dollars and 00/100 Cents (\$2,250,000.00) in Community Redevelopment Area funding (the “CRA Grant”) to Developer upon Substantial Completion. In order to incentivize the timely delivery of the Project, the City further agrees that if the Closing shall occur by March 1, 2026, the amount of the CRA Grant shall be increased by One Million Dollars and 00/100 Cents (\$1,000,000.00) for a total CRA Grant of Three Million Two Hundred Fifty Thousand Dollars and 00/100 Cents (\$3,250,000.00), which shall become payable upon the commencement of construction, rather than at Substantial Completion.”

n. Article VII “Required Permits and Project Schedule” shall be amended to add a new Section 7.10 “Time for Completion; Liquidated Damages; Performance Security for Payment of Liquidated Damages” which shall read as follows:

**“Section 7.10 City Hall Project Time for Completion; Liquidated Damages; Performance Security for Payment of Liquidated Damages.** The Developer will be responsible for complying with a Project Schedule that includes a date of Substantial Completion for the City Hall Project that is **no later than December 31, 2028**. The City and the Developer acknowledge and agree that if Substantial Completion is not achieved by December 31, 2028, subject to extensions for Events of *Force Majeure* and Governmental Delay, then the Developer shall be responsible for payment to the City of liquidated damages in the amount of One Million Dollars and 00/100 Cents (\$1,000,000.00), which Liquidated Damages shall be secured, at Purchaser’s option, by any of the following: cash collateral from Purchaser or a provision for payment of the same to the City from the contractor under the Construction Agreement. The City and the Developer acknowledge and agree that due to the unique nature of the City Hall Project, it will be difficult or impossible to ascertain the precise amount of delay damages which the City may incur. Accordingly, the City and the Developer agree that the amount set forth in this Section 7.10 represents a fair and reasonable estimate thereof and constitutes liquidated damages and not a penalty.”

o. Article IX, Section 9.05 “Pedestrian Bridge” shall be deleted in its entirety, without substitution.

p. Article IX, Section 9.06 “Impact fees and Utility Connection Fees” shall be deleted in its entirety and substituted with a new section 9.06 that clarifies that all fees shall be calculated based upon the rate and schedule effective on the date of the execution of the Original Development Agreement, which shall read as follows:

**“Section 9.06 Impact Fees and Utility Connection Fees.** To ensure continued high quality Public Utility service, and in furtherance of the City’s continued investment in multi-modal transportation, all impact fees (including Mobility fees and Parks and Recreation fees) and necessary connection fees due to the City will be paid by the CRA on the Developers’ behalf at the rate and schedule effective on the date of the execution of the original Development

Agreement. The Parties acknowledge the CRA's approval of this expenditure on July 18, 2022, which will be paid pro rata directly to the City by the CRA at time of permit issuance."

q. Article IX shall be amended to add a new Section 9.19 which shall read as follows:

**"Section 9.19 Insurance Provisions for City Hall Project.** With respect to the City Hall Project, the Developer shall provide, pay for and maintain for the duration of this Agreement all insurance of the types and in the amounts it deems necessary, and all such policies of insurance shall provide that the City is an additional insured as to the operations of the Developer, and shall provide the severability of interest provision. Such insurance shall be from responsible companies eligible to write business in the State of Florida and reasonably acceptable to the City. The insurance coverages and limits must be evidenced by properly executed certificates of insurance on Acord forms issued by insurance companies which are to be furnished to the City. The Developer shall give written notice in the event of any proposed termination in insurance within five (5) business days after the Developer becomes aware of the same."

r. Article IX shall be amended to add a new Section 9.20 which shall read as follows:

**"Section 9.20 Indemnification in the Event of Third Party Legal Challenge to the Amendment of the Development Agreement.** In the event of any third party legal challenge to this Amendment, subject to Florida Statute § 768.28, the Developers and their successors and assigns shall indemnify, defend, reimburse, and hold harmless the City, its successors and assigns, and its/their directors, officers, employees, agents, stockholders, and affiliates, from and against any and all claims, demands, losses, damages, actions, causes of action, costs and expenses, including reasonable attorney's fees for injury, death, and damage arising from the approval of this Amendment up to a maximum amount of Five Hundred Thousand Dollars and 00/100 Cents (\$500,000.00)."

Section 4. No Further Amendment. The Parties agree that except as otherwise specifically modified in this First Amendment, the Original Development Agreement has not been modified, supplemented, amended, or otherwise changed in any way and the Original Development Agreement remains in full force and effect between the Parties as modified by this First Amendment. The Parties further agree that the Buyers shall make no further requests for modifications to the concept, the timelines for closing and construction, or the timing or amount of public funding for either the City Hall Project or the Harborview Project (collectively, the "Substantial Project Changes"). In addition to this written commitment, the Parties acknowledge that Dustin DeNunzio from the DeNunzio Group and David Pickett from Gotham Property Acquisitions attended the public meeting on February 1, 2024 at which the City Council approved the amended Purchase and Sale Agreement, and publicly affirmed the commitment to the City Council that no further Substantial Project Changes shall be requested by either Developer. Notwithstanding the previous two sentences, the Developers reserve the right to make the following requests:

(1) requests for amendments or modifications relating to the servicing and administration of City and CRA funds if said request does not impact the amount of funding or require the City

or CRA to disburse any funds to the Buyers at an earlier point in time than those specified in this Agreement;

(2) requests for additional CRA funding for the construction of a pedestrian bridge or elevated walkway that will serve as a free amenity to the general public and connect the Old City Hall Site to the Harborview Site; and

(3) requests for changes that are not Substantial Project Changes.

Section 5. Miscellaneous. In the event of a conflict between the Original Development Agreement and this Amendment, this Amendment shall control and govern. This Amendment shall not be effective unless fully executed by the each of the parties hereto.

Section 6. Remaining Provisions Enforceable. If any provision of this Amendment shall be found invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining portions hereof shall in no way be affected or impaired.

Section 7. Authority. Each party represents and warrants that it has the power and authority to execute this Amendment and that there are no third-party approvals required to execute this Amendment or to comply with the terms or provisions contained herein.

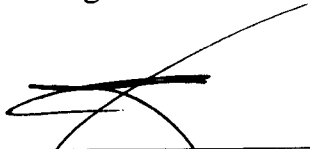
Section 8. Counterparts. This Amendment may be executed in counterparts, each of which will be deemed an original, and both of which together shall be deemed to constitute one and the same instrument. Each of the parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other parties and sent by facsimile transmission or other electronic format.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.**




SIGNATURE PAGE TO DEVELOPMENT AGREEMENT


Countersigned:

  
\_\_\_\_\_  
Bruce Rector  
Mayor  
Date: 6-6-24

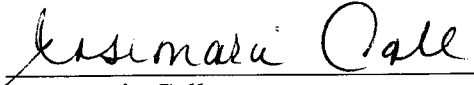
THE CITY OF CLEARWATER, FLORIDA,  
a Florida municipal corporation.

By:   
\_\_\_\_\_  
Jennifer Poirrier  
City Manager  
Date: 6/4/24

Approved as to form:

  
\_\_\_\_\_  
David Margolis  
City Attorney  
Date: 6-4-24

Attest:

  
\_\_\_\_\_  
Rosemarie Call  
City Clerk  
Date: 6/6/2024



SIGNATURE PAGE TO DEVELOPMENT AGREEMENT

DEVELOPER:

GOTHAM PROPERTY ACQUISITIONS, LLC  
a New York limited liability company

By: Bryan Kelly  
Bryan Kelly

Its: Authorized Signatory

STATE OF NEW YORK )  
COUNTY OF KINGS )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 22 day of April, 2024 by Bryan Kelly, as Authorized Signatory of GOTHAM PROPERTY ACQUISITIONS, LLC, a New York limited liability company, on behalf of the said company, who is  personally known to me or  has produced a valid driver's license as identification.

Lisa Gericitano  
\_\_\_\_\_

Notary Public

Print Name: Lisa Gericitano

My Commission Expires: 11/7/24

[Notary Seal]

LISA GERECITANO  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01GE6350245  
Qualified in Kings County  
Commission Expires November 7, 2024

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT

DEVELOPER:

THE DENUNZIO GROUP, LLC,  
a Florida limited liability company

By: *Dustin J. DeNunzio*  
Dustin J. DeNunzio  
Its: Manager

STATE OF FLORIDA)  
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 22<sup>nd</sup> day of April, 2024 by Dustin J. DeNunzio, as Manager of THE DENUNZIO GROUP, LLC, a Florida limited liability company, on behalf of the said company, who is  personally known to me or  has produced a valid driver's license as identification.

[Notary Seal]

*[Signature]*  
Notary Public

Print Name

My Commission Expires: 12.20.25



Exhibit C-1

# BLUFF RESIDENTIAL

112 S OSCEOLA AVE.  
CITY OF CLEARWATER  
PINELLAS COUNTY, FLORIDA



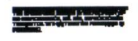
LOCATION MAP ⊕ NORTH

**DRAWING INDEX**

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A-024 CONCEPTUAL RENDERINGS
A-025 CONCEPTUAL RENDERINGS



**Behar Peteranecz**  
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CLEARWATER, FLORIDA 34625  
(727) 267-9900 | WWW.PETERANECZ.COM | ARCHITECTURE | INTERIORS



13749 BEHAR PETERANECZ  
ARCHITECT  
FLORIDA

**Bluffs Residential**  
112 S. OSCEOLA AVE  
CLEARWATER, FLORIDA

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PROJECT NO. 23.009

DATE 14 MARCH 2024  
SHEET TITLE

COVER SHEET

SHEET NUMBER

A-000

EDITOR: CONCEPT DESIGN

LEGEND

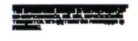
1. PROPOSED CITY HALL SITE PROJECT.
2. POOL
3. VEGETATED ROOF
4. UTILITY EASEMENT
5. WATER'S EDGE CONDOMINIUMS
6. PROPOSED HARBOR VIEW PROJECT
7. COACHMAN PARK
8. CLEARWATER MAIN LIBRARY
9. STREET END PARK



1 OVERALL SITE PLAN  
1:100



**Behar Peterencz**  
ARCHITECTURE | INTERIORS  
5400 W. GULF BLVD., SUITE 1000, CLEARWATER, FL 34625  
(727) 462-4800 | WWW.BEHAERPETERENCZ.COM | ARCHITECTURE | INTERIORS



IVAN P. PETERENCZ  
REGISTERED  
FLORIDA

**Bluffs Residential**  
112 S. OSCEOLA AVE  
CLEARWATER, FLORIDA

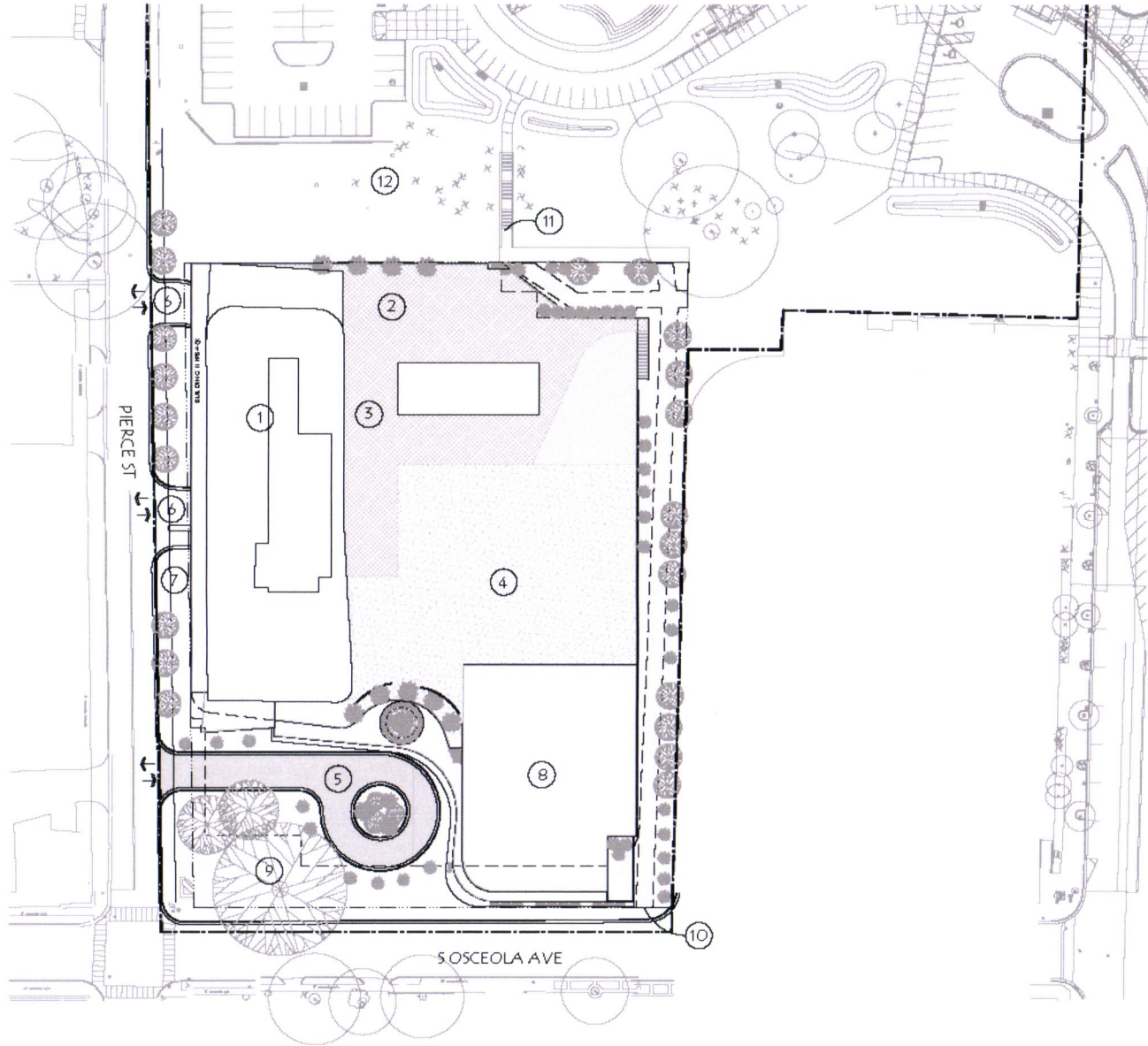
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SHEET NO.	001
TITLE	OVERALL SITE PLAN
DATE	14 MARCH 2024
SCALE	AS SHOWN

NO. OF SHEETS 23.009  
SHEET NO. 14 MARCH 2024  
TITLE OVERALL SITE PLAN  
DATE 14 MARCH 2024

PROJECT NAME: A-001  
REVISION: CONCEPT DESIGN

LEGEND

1. PROPOSED RESIDENTIAL TOWER
2. AMENITY DECK
3. POOL DECK
4. VEGETATED ROOF
5. DROP OFF AREA
6. PARKING ENTRANCE
7. LOADING ZONE
8. COMMERCIAL BUILDING
9. EXISTING TREE TO REMAIN
10. UTILITY EASEMENT
11. ACCESS TO COACHMAN PARK
12. COACHMAN PARK



1 SITE PLAN  
1:70



**Behar Peteranecz**  
ARCHITECTURE INTERIORS  
COMMERCIAL ARCHITECTURE INTERIORS  
2020 W. PALM BLVD. SUITE 100 | PALM BEACH, FLORIDA

BEHAR PETERANECZ  
ARCHITECT  
FLORIDA

**Bluffs Residential**  
112 S. OSCEOLA AVE  
CLEARWATER, FLORIDA

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PROJECT NO. 23-009  
DATE: 14 MARCH 2024  
DRAWN BY: [Signature]

SITE PLAN

REVISIONS

A-002

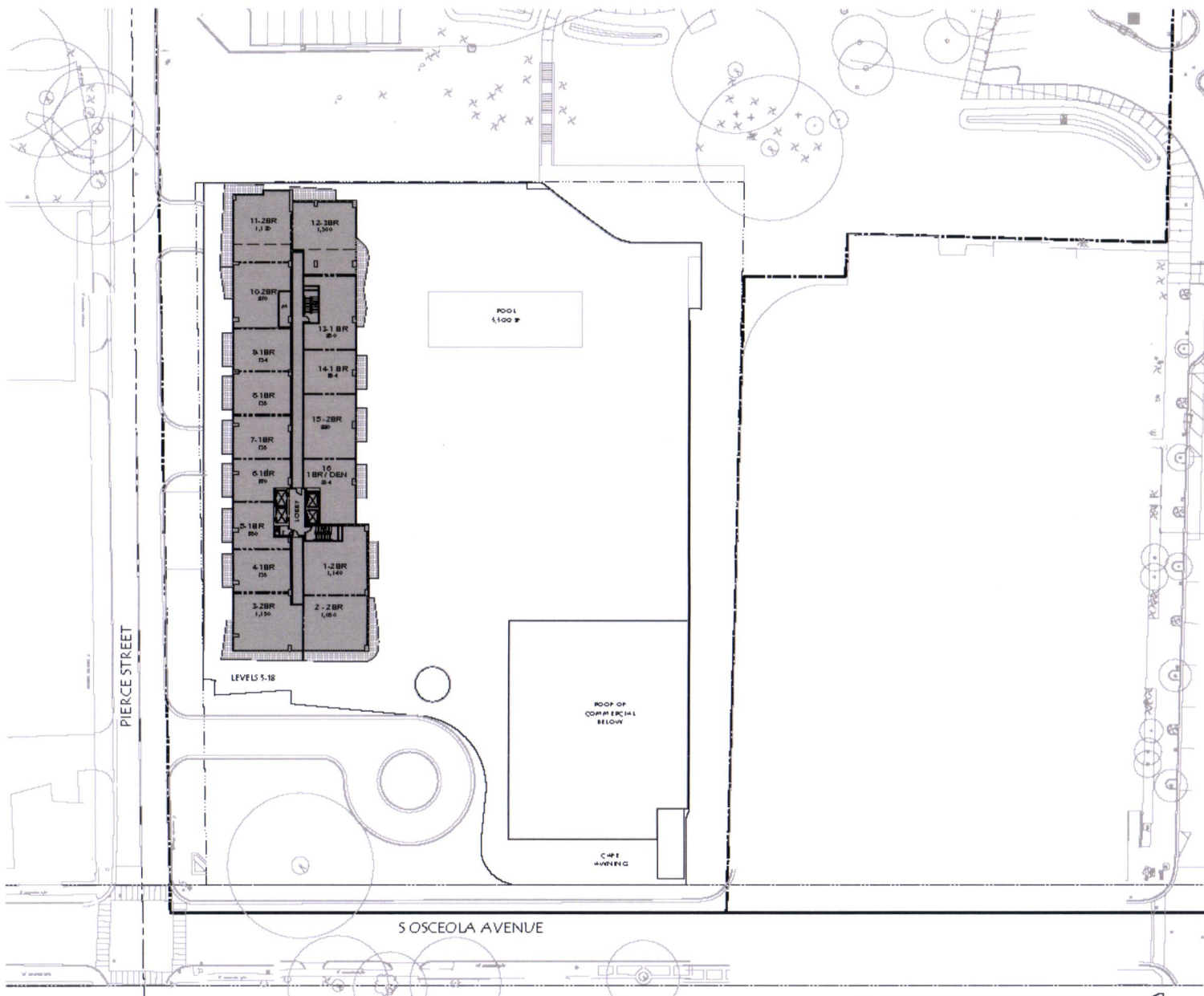
REVISION: CONCEPT DESIGN











**Behar Peteranecz**  
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 2408 TERMINAL AVENUE SOUTH, SUITE 100, PETERSBURG, FLORIDA 33703  
 (787) 494-9800 | ARCHITECTURE@HPA.COM | INTERIORS@HPA.COM

18 YEARS OF EXPERIENCE  
 APR 2010  
 FLORIDA

**Bluffs Residential**  
 112 S. OSCEOLA AVE  
 CLEARWATER, FLORIDA

NO. OF UNITS	100
NO. OF FLOORS	16
NO. OF STORIES	16
NO. OF GARAGES	0
NO. OF PLOTS	1
NO. OF LOTS	1
NO. OF PHASES	1
NO. OF SUBPHASES	1
NO. OF TRACTS	1
NO. OF PARCELS	1
NO. OF LOTS (TOTAL)	1
NO. OF UNITS (TOTAL)	100
NO. OF GARAGES (TOTAL)	0
NO. OF PLOTS (TOTAL)	1
NO. OF LOTS (TOTAL)	1
NO. OF PHASES (TOTAL)	1
NO. OF SUBPHASES (TOTAL)	1
NO. OF TRACTS (TOTAL)	1
NO. OF PARCELS (TOTAL)	1

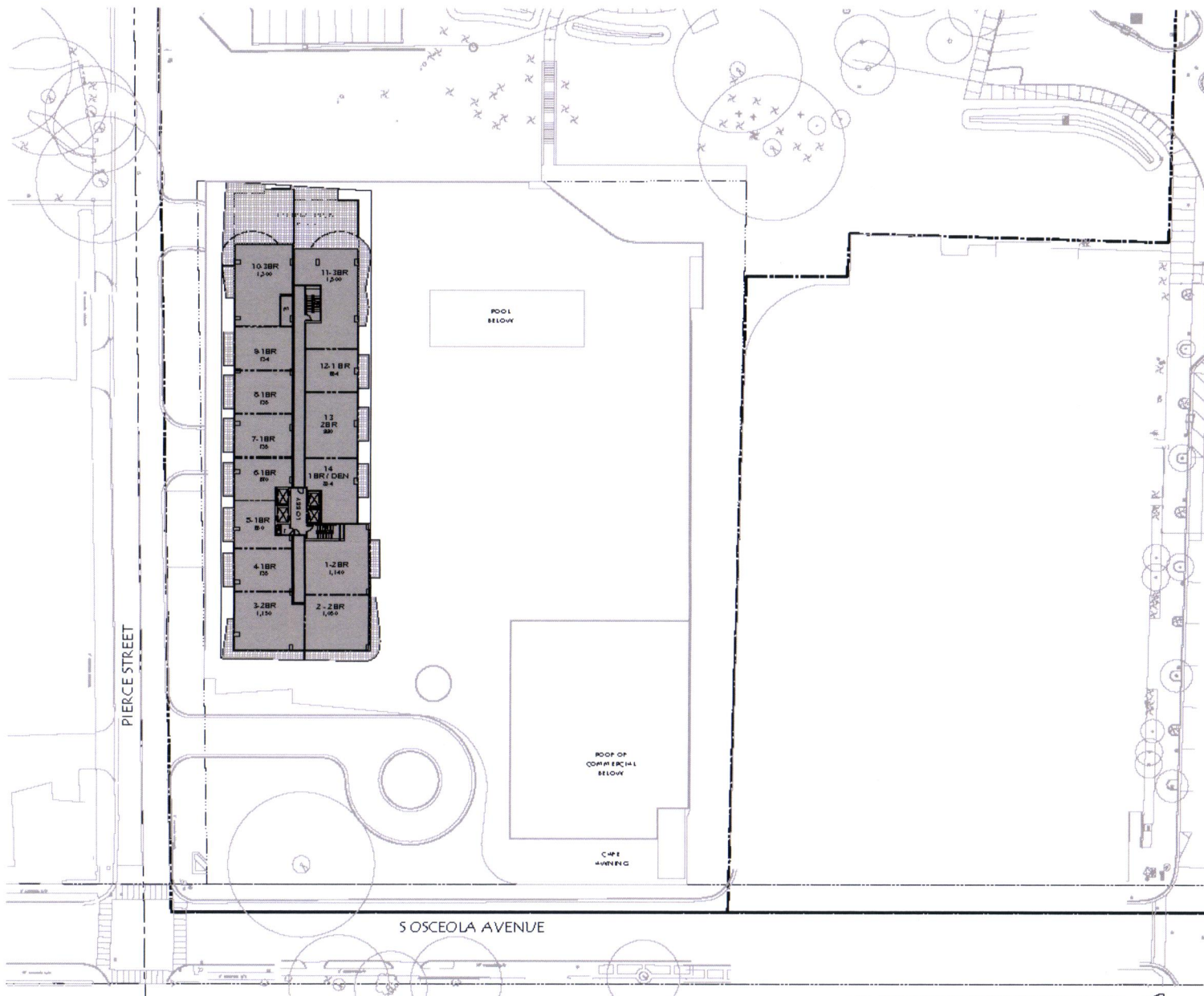
PROJECT NO: 23-009  
 PROJECT DATE: 14 MARCH 2024  
 PROJECT TYPE: TYPICAL FLOOR LEVEL PLAN - LEVELS 3-18  
 SHEET NUMBER:

1 TYP. FLOOR PLAN (LEVELS 3-18)  
 1:50



A-006

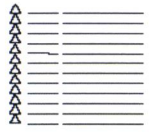
NOTION: CONCEPT DESIGN



**Behar Peteranecz**  
**ARCHITECTURE INTERIORS**  
 2500 TERMINAL WALK NORTH | SUITE 100 | PENSACOLA, FLORIDA 32503  
 904.433.1000 | WWW.BHPETERANECZ.COM | AIA/CES/CTS/2023/001

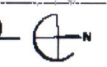
BEHAR PETERANECZ  
 2500 TERMINAL WALK NORTH  
 SUITE 100  
 PENSACOLA, FLORIDA 32503

**Bluffs Residential**  
 112 S. OSCEOLA AVE  
 CLEARWATER, FLORIDA



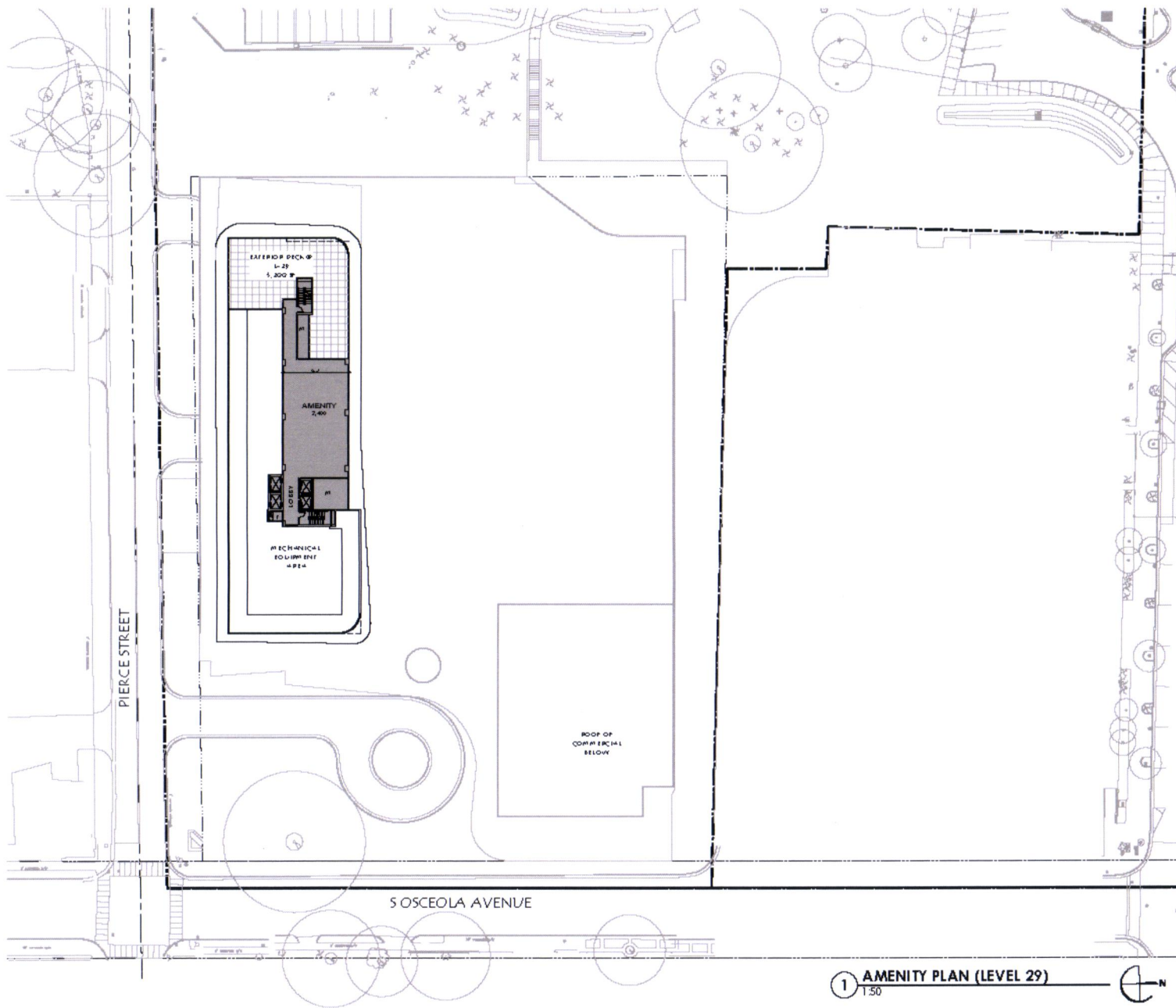
PROJECT NO. 23-009  
 PROJECT DATE 14 MARCH 2024  
 PROJECT TITLE TYPICAL FLOOR LEVEL PLAN - LEVELS 19-28  
 SHEET NUMBER

1 TYP. FLOOR PLAN (LEVELS 19-28)  
 1:50



A-007

REVISIONS  
 01 CONCEPT DESIGN



1 AMENITY PLAN (LEVEL 29)  
1/50



**Behar Peteranecz**  
ARCHITECTURE | INTERIORS  
3435 VANDERBILT BLVD., SUITE 200, CLEARWATER, FLORIDA 34625  
(727) 499-8800 | ARCHITECTURE@BP.AE | WWW.BP.AE

18 VANDERBILT BLVD., SUITE 200  
CLEARWATER, FLORIDA

**Bluffs Residential**  
112 S. OSCEOLA AVE.  
CLEARWATER, FLORIDA

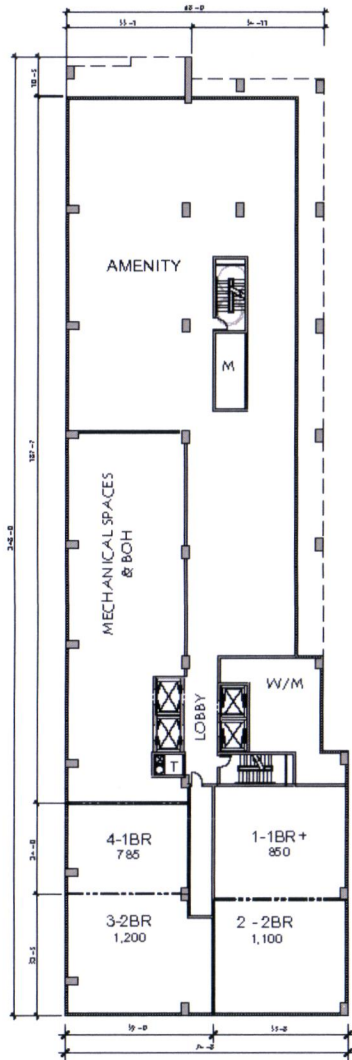
NO. OF FLOORS	23
NO. OF UNITS	100
NO. OF PARKING SPACES	100
NO. OF STAIRS	4
NO. OF ELEVATORS	2
NO. OF MECHANICAL ROOMS	1
NO. OF LOBBIES	1
NO. OF AMENITIES	1
NO. OF EXTERIOR DECKS	1
NO. OF ROOFS	1
NO. OF GARAGES	1
NO. OF STORAGE AREAS	1
NO. OF MECHANICAL SHAFTS	1
NO. OF ELEVATOR SHAFTS	1
NO. OF STAIR SHAFTS	1
NO. OF LOBBY SHAFTS	1
NO. OF AMENITY SHAFTS	1
NO. OF EXTERIOR DECK SHAFTS	1
NO. OF ROOF SHAFTS	1
NO. OF GARAGE SHAFTS	1
NO. OF STORAGE SHAFTS	1

PROJECT NO. 23-009  
DATE 14 MARCH 2024  
DRAWING TITLE

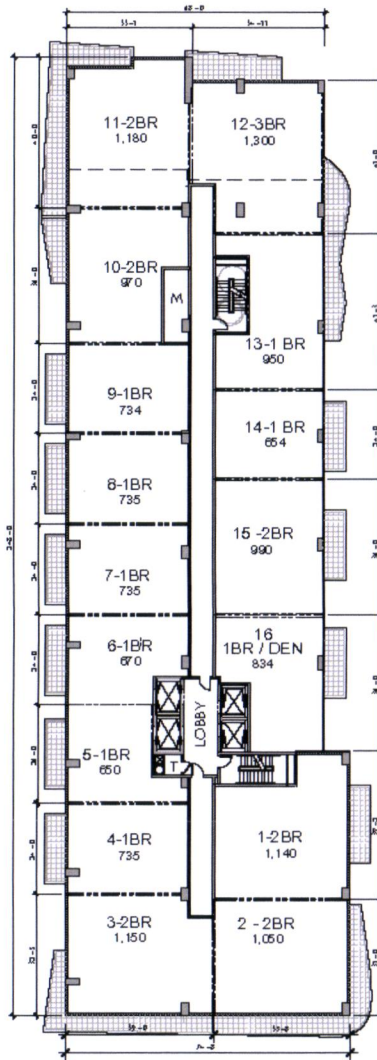
PROJECT NAME  
PROJECT NUMBER

A-008

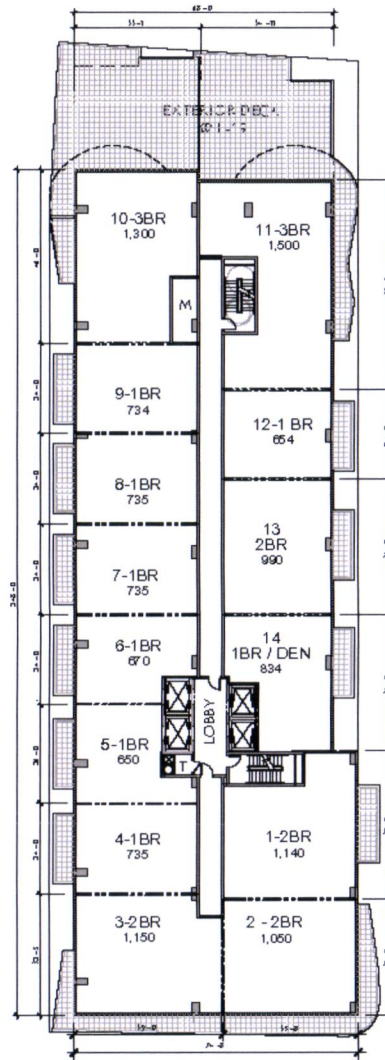
REVISIONS  
CONCEPT DESIGN



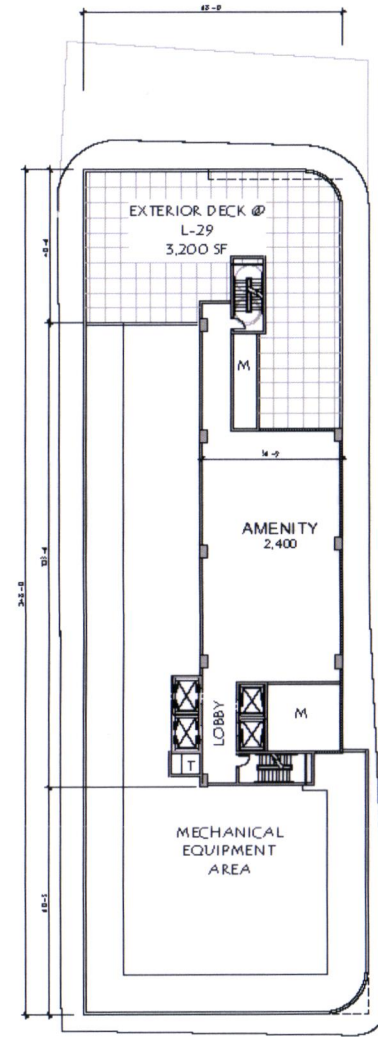
LEVEL 2



LEVELS 3-18



LEVELS 19-28



LEVEL 29

1 TYP. FLOOR PLANS

1.30



**Behar Peteranecz**  
 ARCHITECTURE INTERIORS  
 5407 TERMINAL DRIVE, SUITE 101, PENSACOLA, FLORIDA 32504  
 (904) 489-8800 | WWW.BEHPETERANECZ.COM | ARCHITECTURE INTERIORS

18 VALUE PROFESSIONAL  
 FLORIDA

**Bluffs Residential**  
 112 S. OSCEOLA AVE.  
 CLEARWATER, FLORIDA

NO. OF SHEETS	23
NO. OF SHEETS USED	23
DATE	14 MARCH 2024
DESIGNED BY	
CHECKED BY	
DATE	
NO. OF SHEETS	
NO. OF SHEETS USED	
DATE	
DESIGNED BY	
CHECKED BY	
DATE	

ENLARGED TYPICAL LEVEL PLANS

A-009

EDITOR: CONCEPT DESIGN





1 SOUTH ELEVATION - PIERCE STREET  
1/32" = 1'-0"



**Behar Peteranecz**  
**ARCHITECTURE INTERIORS**  
 5435 TERMINAL DRIVE, SUITE 101, PLEASANT HARBOR, FLORIDA 33757  
 (727) 993-8800 | WWW.TERMINALDRIVE.COM | ARCHITECTURE INTERIORS

15 VAN DER BURG  
 ARCHITECTS  
 PLEASANT HARBOR, FLORIDA

**Bluffs Residential**  
 112 S. OSCEOLA AVE.  
 CLEARWATER, FLORIDA

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
AMENITY DECK/MECH.
ROOF LEVEL
OVERRUN

PROJECT NO: 23.009  
 ISSUE DATE: 14 MARCH 2024  
 DRAWING TITLE: SOUTH ELEVATION  
 DRAWING NUMBER:

A-011

REVISION: CONCEPT DESIGN



OVERRUN	10'-0"
ROOF LEVEL	10'-0"
LEVEL 29	10'-0"
AMENITY DECK/ MECH	10'-0"
LEVEL 28	11'-0"
LEVEL 27	9'-0"
LEVEL 26	9'-0"
LEVEL 25	9'-0"
LEVEL 24	9'-0"
LEVEL 23	9'-0"
LEVEL 22	9'-0"
LEVEL 21	9'-0"
LEVEL 20	9'-0"
LEVEL 19	9'-0"
LEVEL 18	12'-0"
LEVEL 17	9'-0"
LEVEL 16	9'-0"
LEVEL 15	9'-0"
LEVEL 14	9'-0"
LEVEL 13	9'-0"
LEVEL 12	9'-0"
LEVEL 11	9'-0"
LEVEL 10	9'-0"
LEVEL 9	9'-0"
LEVEL 8	9'-0"
LEVEL 7	9'-0"
LEVEL 6	9'-0"
LEVEL 5	9'-0"
LEVEL 4	9'-0"
LEVEL 3	9'-0"
LEVEL 2	13'-0"
LEVEL 1	15'-0"
G 1	11'-0"



**Behar Peterancz**  
**ARCHITECTURE INTERIORS**  
 5407 TERNAL DRIVE, SUITE 100, PENSACOLA, FLORIDA 32505  
 (904) 489-8800 | WWW.BHPETERANCOZ.COM | ARCHITECTURE INTERIORS



BEHAR PETERANCOZ  
 REGISTERED  
 ARCHITECT  
 FLORIDA

**Bluffs Residential**  
 112 S. OSCEOLA AVE  
 CLEARWATER, FLORIDA

LEVEL 29	10'-0"
LEVEL 28	11'-0"
LEVEL 27	9'-0"
LEVEL 26	9'-0"
LEVEL 25	9'-0"
LEVEL 24	9'-0"
LEVEL 23	9'-0"
LEVEL 22	9'-0"
LEVEL 21	9'-0"
LEVEL 20	9'-0"
LEVEL 19	9'-0"
LEVEL 18	12'-0"
LEVEL 17	9'-0"
LEVEL 16	9'-0"
LEVEL 15	9'-0"
LEVEL 14	9'-0"
LEVEL 13	9'-0"
LEVEL 12	9'-0"
LEVEL 11	9'-0"
LEVEL 10	9'-0"
LEVEL 9	9'-0"
LEVEL 8	9'-0"
LEVEL 7	9'-0"
LEVEL 6	9'-0"
LEVEL 5	9'-0"
LEVEL 4	9'-0"
LEVEL 3	9'-0"
LEVEL 2	13'-0"
LEVEL 1	15'-0"
G 1	11'-0"

NO. 23,009  
 14 MARCH 2024  
 NORTH ELEVATION

1 NORTH ELEVATION  
 1/32" = 1'-0"

A-012

CONCEPT DESIGN





① EAST ELEVATION - S. OSCEOLA AVENUE  
1/32" = 1'-0"



**Behar Peteranecz**  
ARCHITECTURE | INTERIORS  
5435 TERNAL LANE, SUITE 111, FORT PIERCE, FLORIDA 34946  
(787) 393-3300 | AIAA-152743638-0008 | AIAA-152743638-0008



IVAN PERJANECZ  
REGISTERED PROFESSIONAL ENGINEER  
NO. 12543  
STATE OF FLORIDA

**Bluffs Residential**  
112 S. OSCEOLA AVE  
CLEARWATER, FLORIDA

NO.	DATE
1	10/10/2023
2	11/15/2023
3	12/15/2023
4	01/15/2024
5	02/15/2024
6	03/15/2024
7	04/15/2024
8	05/15/2024
9	06/15/2024
10	07/15/2024
11	08/15/2024
12	09/15/2024
13	10/15/2024
14	11/15/2024
15	12/15/2024
16	01/15/2025
17	02/15/2025
18	03/15/2025
19	04/15/2025
20	05/15/2025
21	06/15/2025
22	07/15/2025
23	08/15/2025
24	09/15/2025
25	10/15/2025
26	11/15/2025
27	12/15/2025
28	01/15/2026
29	02/15/2026
30	03/15/2026
31	04/15/2026
32	05/15/2026
33	06/15/2026
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35	08/15/2026
36	09/15/2026
37	10/15/2026
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39	12/15/2026
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95	08/15/2031
96	09/15/2031
97	10/15/2031
98	11/15/2031
99	12/15/2031
100	01/15/2032

PROJECT NO. 23-009  
DATE 14 MARCH 2024  
DRAWN BY EAST ELEVATION

PROJECT NAME

NO. A-013

REVISIONS CONCEPT DESIGN









① VIEW FROM PARK OF PROPOSED PROJECT  
N/S



**Behar Peterencz**  
 ARCHITECTURE | INTERIORS  
 548 TERMINAL DRIVE, SUITE 107, PETERSBURGH, FLORIDA 33703  
 (727) 384-8001 | WWW.BEHPETERENCZ.COM | ARCHITECTURE | INTERIORS



18 VANH BEHPETERENCZ  
 ARCHITECTS  
 FLORIDA

**Bluffs Residential**  
 1125 S. OSCEOLA AVE.  
 CLEARWATER, FLORIDA

NO. 1	
NO. 2	
NO. 3	
NO. 4	
NO. 5	
NO. 6	
NO. 7	
NO. 8	
NO. 9	
NO. 10	
NO. 11	
NO. 12	
NO. 13	
NO. 14	
NO. 15	
NO. 16	
NO. 17	
NO. 18	
NO. 19	
NO. 20	
NO. 21	
NO. 22	
NO. 23	
NO. 24	
NO. 25	
NO. 26	
NO. 27	
NO. 28	
NO. 29	
NO. 30	
NO. 31	
NO. 32	
NO. 33	
NO. 34	
NO. 35	
NO. 36	
NO. 37	
NO. 38	
NO. 39	
NO. 40	
NO. 41	
NO. 42	
NO. 43	
NO. 44	
NO. 45	
NO. 46	
NO. 47	
NO. 48	
NO. 49	
NO. 50	

PROJECT NO. 23-009  
 PREPARED BY 14 MARCH 2024  
 DRAWING TITLE

CONCEPTUAL  
 RENDERINGS

NO. 17

CONCEPT DESIGN

A-017



1 VIEW FROM S OSCEOLA AVE AND  
PIERCE ST OF PROPOSED PROJECT  
NIS

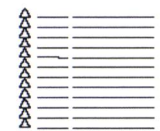


**Behar Peterencz**  
ARCHITECTURE | INTERIORS  
2430 TOWNHALL DRIVE, SUITE 101, PETERSBURG, FLORIDA 33703  
(813) 739-8800 | ARCHITECTURE@BP.AE | INTERIORS@BP.AE



15 VAN DER BEEK  
P.O. BOX 100  
FLORIDA

**Bluffs Residential**  
112 S. OSCEOLA AVE  
CLEARWATER, FLORIDA



PROJECT NO: 23-009  
PROJECT DATE: 14 MARCH 2024  
PROJECT FILE:

CONCEPTUAL  
RENDERINGS

PROJECT NAME:

A-018

REVISION:  
CONCEPT DESIGN













1 **SOUTHEAST VIEW**  
NIS

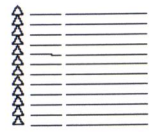


**Behar Peteranecz**  
ARCHITECTURE | INTERIORS  
2408 TERMINAL AVENUE SOUTH | ST. PETERSBURG, FLORIDA 33713  
352.764.8800 | WWW.BHPETERANECZ.COM | AIA/NCARB LICENSED



18 WALK BEHARANECZ  
APR-2023  
FLORIDA

**Bluffs Residential**  
112 S. OSCEOLA AVE  
CLEARWATER, FLORIDA



PROJECT NO: 23-009  
ISSUE DATE: 14 MARCH 2024  
DESIGNER: NIS

CONCEPTUAL  
RENDERINGS  
BERRY HONIGS

A-023

SCALE: CONCEPT DESIGN



