

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment"), being signed this 10th 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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- 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 0.36¹.”

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 units²) 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.

¹ 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.

² 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 required³ 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:

³ 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.

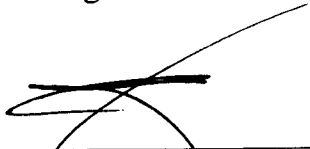
Section 7. Authority. Each party represents and warrants that it has the power and authority to execute this Amendment and that there are no third-party approvals required to execute this Amendment or to comply with the terms or provisions contained herein.

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.

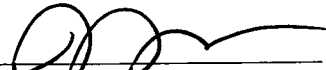
SIGNATURE PAGE TO DEVELOPMENT AGREEMENT

Countersigned:



Bruce Rector
Mayor
Date: 6-6-24

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

By: 

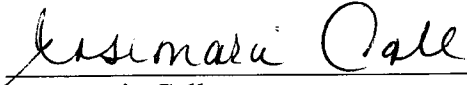
Jennifer Poirrier
City Manager
Date: 6/4/24

Approved as to form:

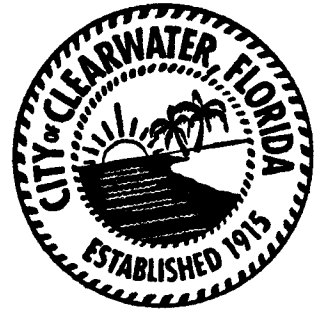


David Margolis
City Attorney
Date: 6-4-24

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]



SIGNATURE PAGE TO DEVELOPMENT AGREEMENT

DEVELOPER:

THE DENUNZIO GROUP, LLC,
a Florida limited liability company

By: [Signature]
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 22nd 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 Charity Carollo
My Commission Expires: 12.20.25

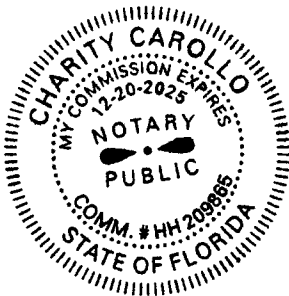


Exhibit C-1

BLUFF RESIDENTIAL

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



LOCATION MAP	
DRAWING INDEX	
A-000	COVER SHEET
A-001	OVERALL SITE PLAN
A-002	SITE PLAN
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A-010	CONCEPTUAL SECTION
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A-013	ELEVATION
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A-015	CONCEPTUAL RENDERINGS
A-016	CONCEPTUAL RENDERINGS
A-017	CONCEPTUAL RENDERINGS
A-018	CONCEPTUAL RENDERINGS
A-019	CONCEPTUAL RENDERINGS
A-020	CONCEPTUAL RENDERINGS
A-021	CONCEPTUAL RENDERINGS
A-022	CONCEPTUAL RENDERINGS
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A-024	CONCEPTUAL RENDERINGS
A-025	CONCEPTUAL RENDERINGS



Behar Peteranecz
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13,448 BPTA
FLORIDA

Bluffs Residential
112 S. OSCEOLA AVE
CLEARWATER, FLORIDA

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PROJECT NO. 23.009

DATE 14 MARCH 2024

PROJECT NAME

COVER SHEET

SHEET NUMBER

A-000

REVISIONS

CONCEPT DESIGN

LEGEND

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



1 OVERALL SITE PLAN
1:100



Behar Peterancz
ARCHITECTURE | INTERIORS
ARCHITECTURE | INTERIORS
3000 1ST AVENUE, SUITE 100, CLEARWATER, FL 34625
(727) 462-4400 | ARCHITECTURE@BPI.COM | INTERIORS@BPI.COM

18 VANDERBILT DRIVE
CLEARWATER, FLORIDA 34625

Bluffs Residential
112 S. OSCEOLA AVE
CLEARWATER, FLORIDA

NO. OF SHEETS	23
SHEET NO.	1
DATE	14 MARCH 2024
PROJECT NAME	BLUFFS RESIDENTIAL

NO. OF SHEETS 23
SHEET NO. 1
DATE 14 MARCH 2024
PROJECT NAME BLUFFS RESIDENTIAL

OVERALL SITE PLAN

SHEET NUMBER

A-001

REVISIONS

CONCEPT DESIGN

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



Behar Peterancz
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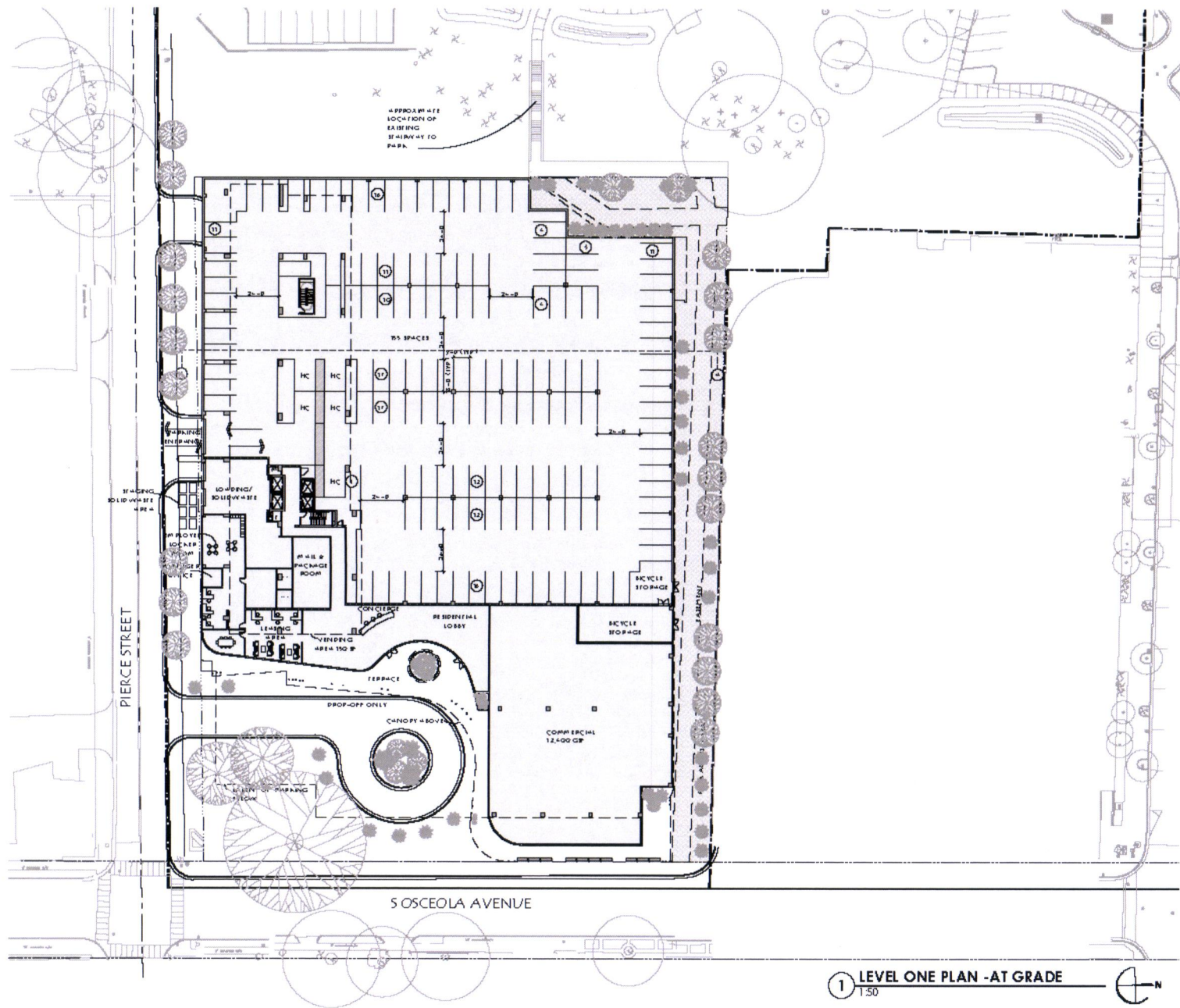
PROJECT NO: 23.009
ISSUE DATE: 14 MARCH 2024
EXPIRATION DATE:

SITE PLAN

WARRANT NUMBER _____

A-002

EDITION ONE
CONCEPT DESIGN



Behar Peteranecz
ARCHITECTURE INTERIORS
 2405 TOWNLINE DRIVE, SUITE 100, PLEASANT HILLS, ALABAMA 36067
 (205) 968-8800 | ARCHITECT@BPI.COM | AUDITORIUM@BPI.COM

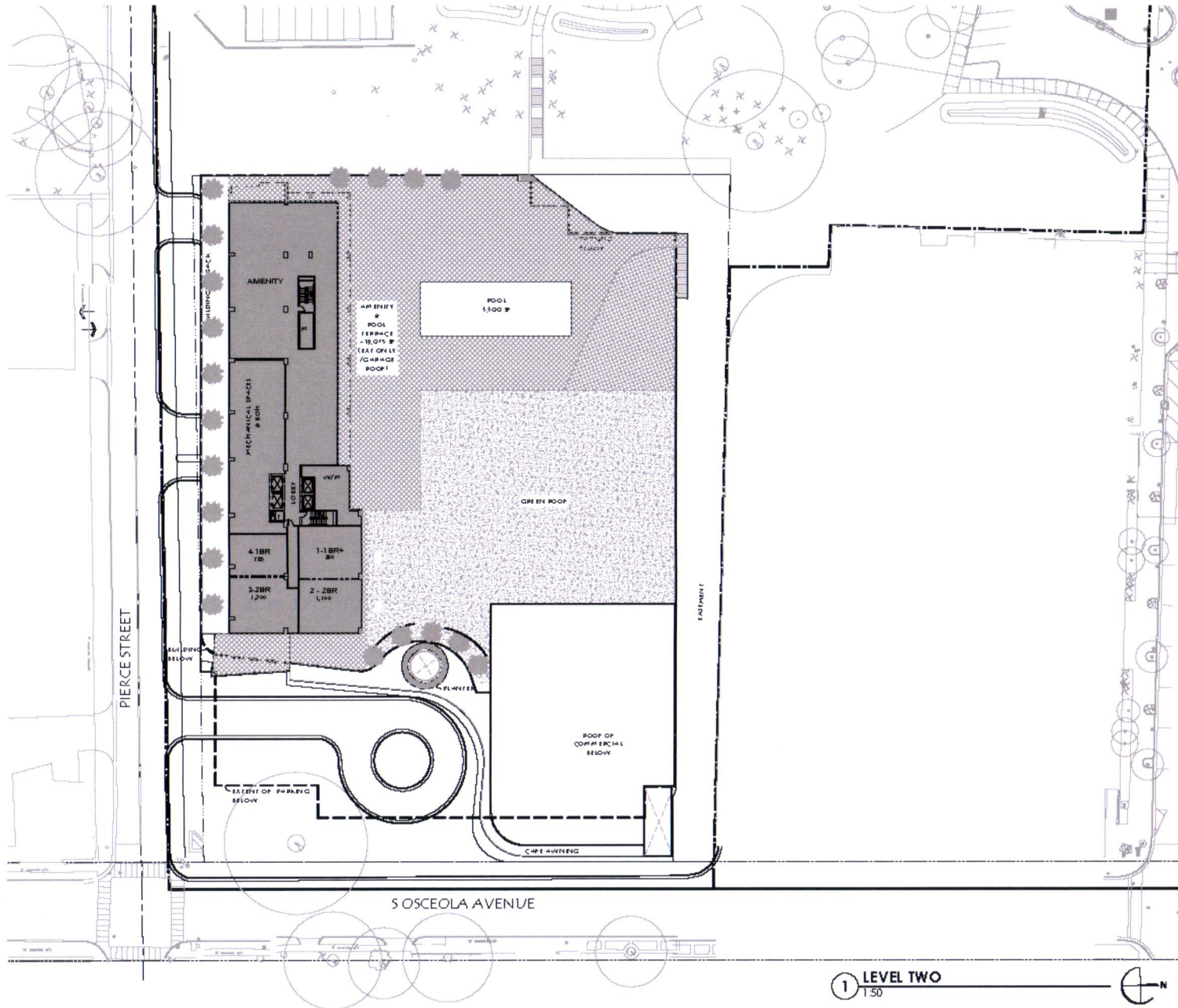
18 VAN HORN DRIVE
 CLEARWATER, FLORIDA 34625

Bluffs Residential
 112 S OSCEOLA AVE
 CLEARWATER, FLORIDA

NO. OF FLOORS	23.009
NO. OF BAYS	14
NO. OF STORIES	14
LEVEL ONE PLAN	- AT GRADE
NO. OF SHEETS	1

A-004

EDITOR: CONCEPT DESIGN



1 LEVEL TWO
1.50



Behar Peteranecz
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2450 TOWNHALL DRIVE, SUITE 101, WEST PALM BEACH, FLORIDA 33411
(561) 844-1100 | AIA/LEED/USGBC | AIA/USGBC/USGBC

13700 N. W. 13TH AVE. #200
MIAMI, FLORIDA 33157

Bluffs Residential
112 S. OSCEOLA AVE
CLEARWATER, FLORIDA

NO. OF UNITS	23
NO. OF FLOORS	14
NO. OF STORIES	15

NO. OF UNITS: 23,009

NO. OF FLOORS: 14 MARCH 2024

NO. OF STORIES: 15

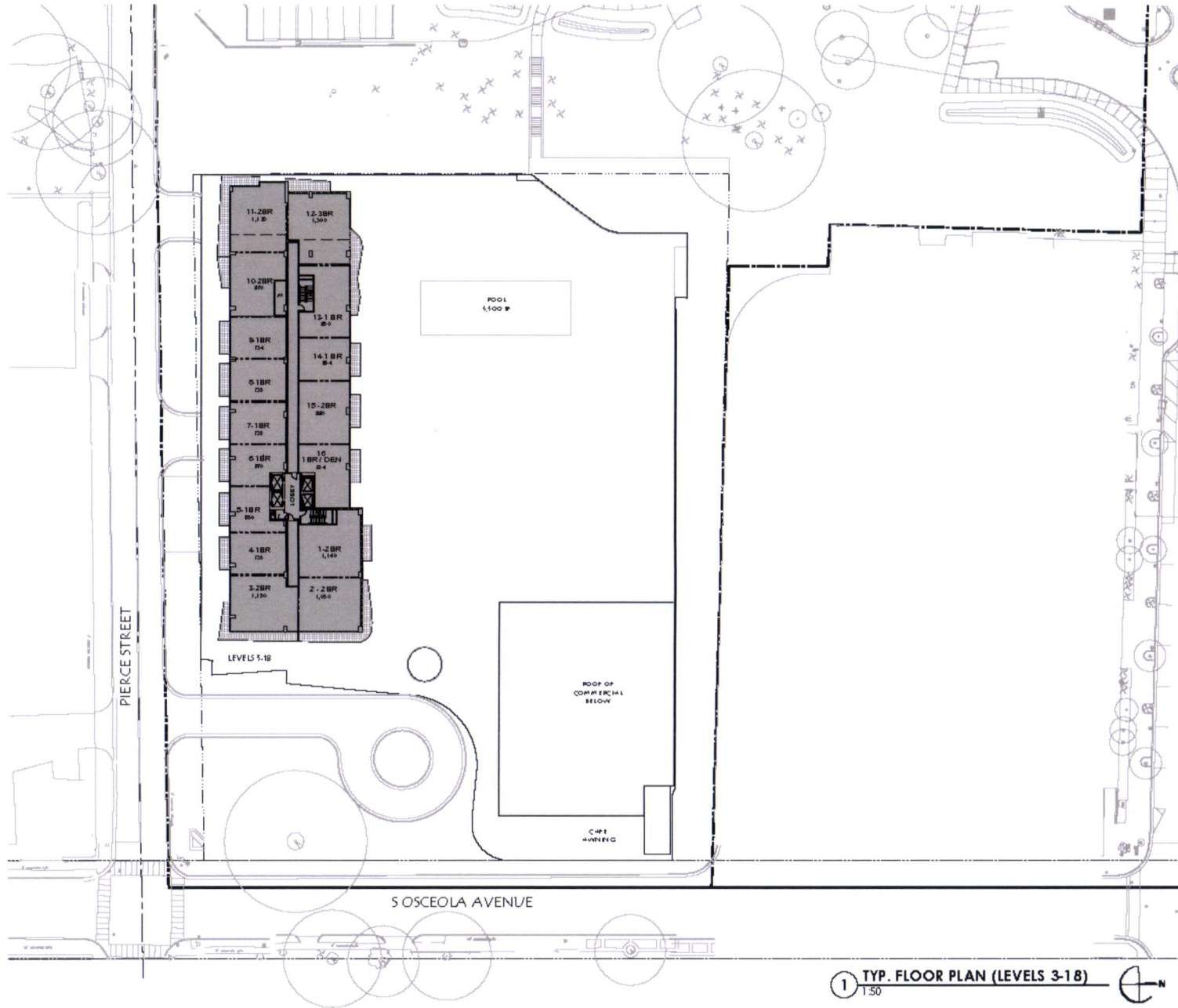
LEVEL TWO - AMENITY LEVEL PLAN

NO. OF UNITS: 23,009

A-005

NO. OF FLOORS: 14

NO. OF STORIES: 15



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



Behar Peteranecz
ARCHITECTURE INTERIORS
2401 TERMINAL AVENUE SOUTH, SUITE 200, PENSACOLA, FLORIDA 32509
(904) 444-1100 | WWW.BEHAERPETERANECZ.COM | AIA/ASID MEMBER

1810 VAIL, PENSACOLA, FLORIDA
APR 2024

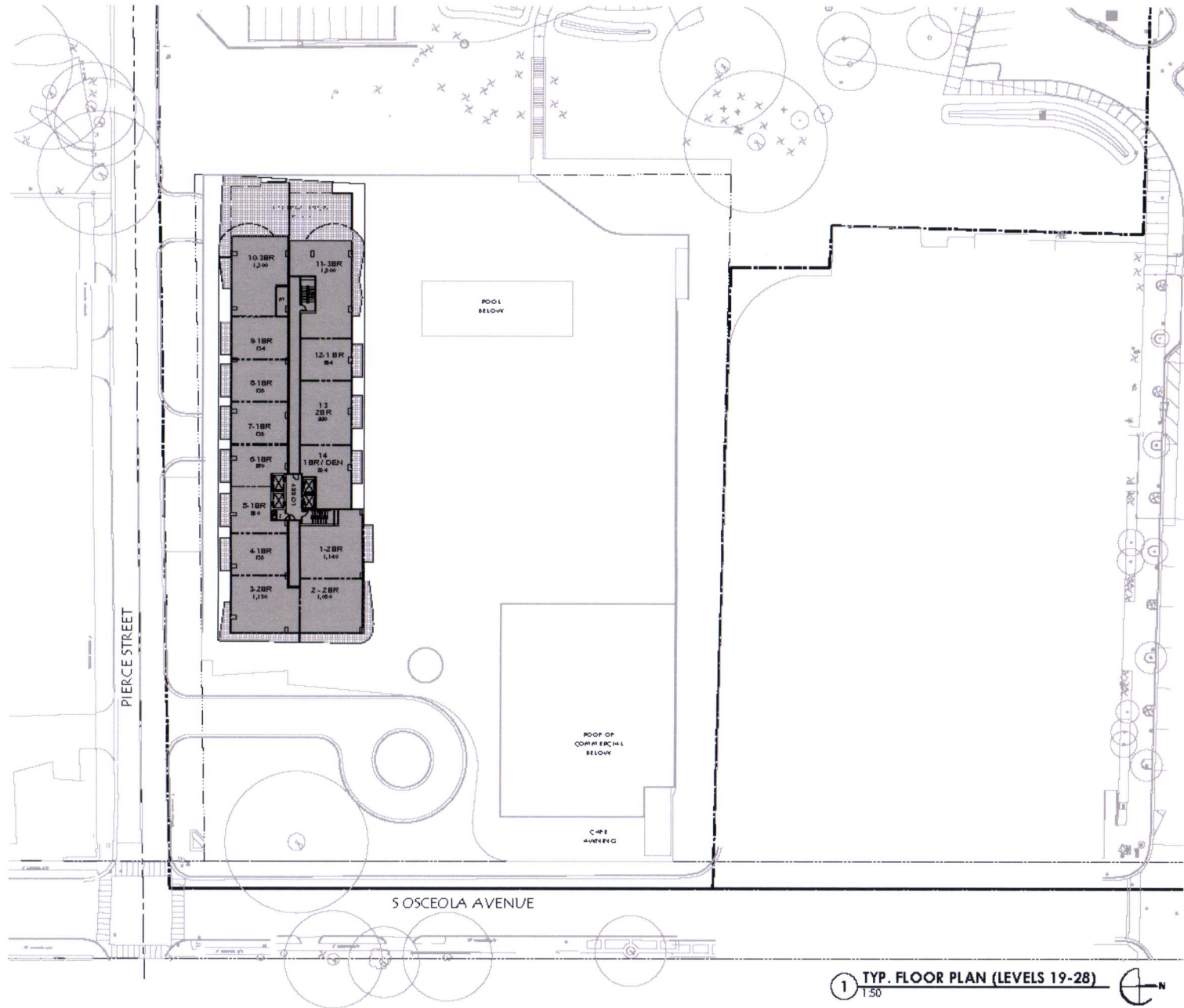
Bluffs Residential
112 S. OSCEOLA AVE.
CLEARWATER, FLORIDA

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

A-006

NOTES:
CONCEPT DESIGN



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



Behar Peteranecz
ARCHITECTURE INTERIORS
5401 TERMINAL DRIVE SOUTH, SUITE 100, MIAMI, FLORIDA 33143
(305) 555-1000 | WWW.BEHAARPETERANECZ.COM | AIA/ASID MEMBER

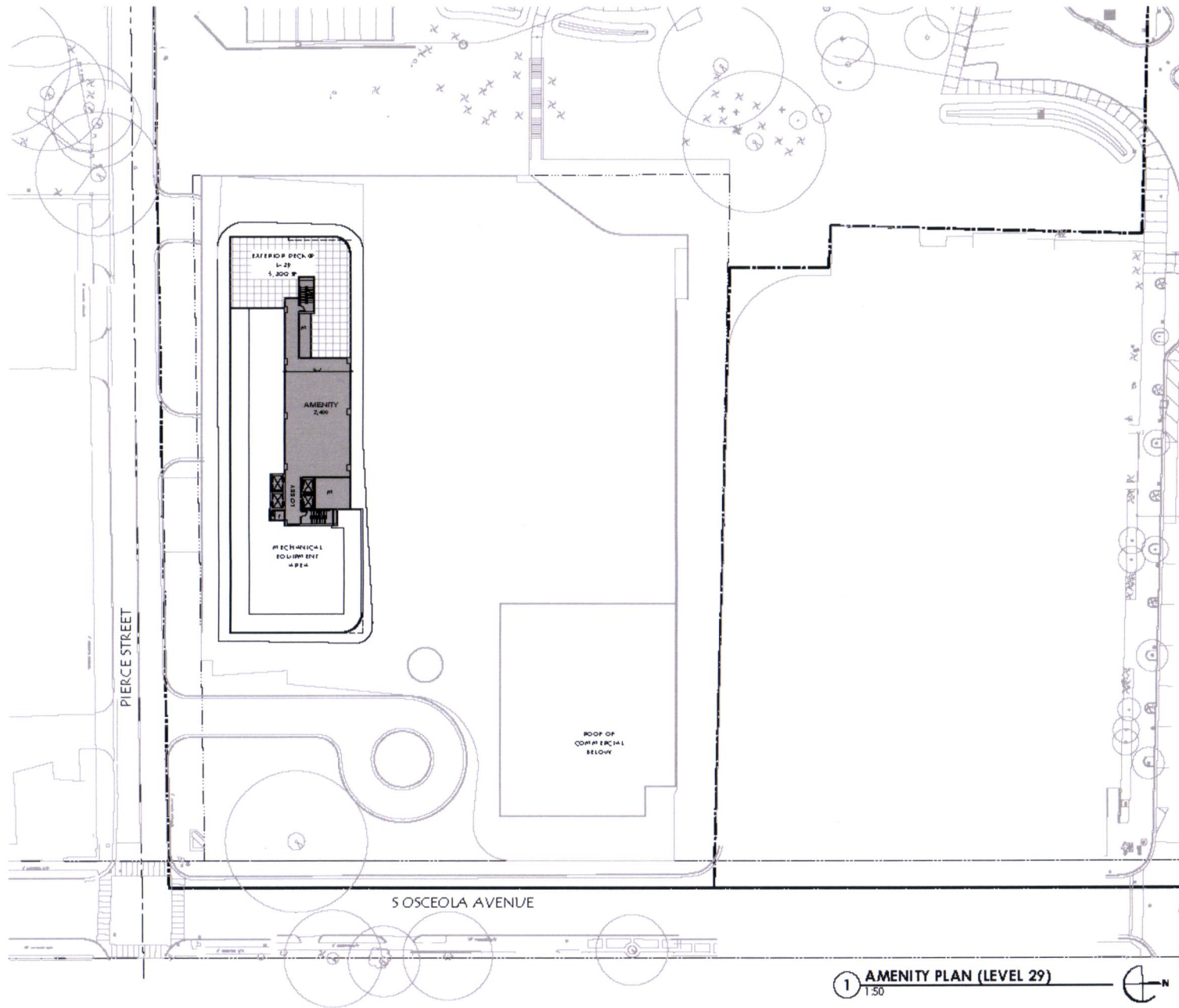
1830 VAIL DRIVE, SUITE 202
APT 403
FLORIDA

Bluffs Residential
112 S. OSCEOLA AVE
CLEARWATER, FLORIDA

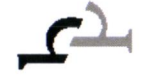
NO. OF FLOORS	23,009
DATE	14 MARCH 2024
PROJECT NAME	TYPICAL FLOOR PLAN - LEVELS 19-28
REVISION NUMBER	

A-007

REVISIONS
CONCEPT DESIGN



1 AMENITY PLAN (LEVEL 29)
1" = 1'-0"



Behar Peteranecz
ARCHITECTURE | INTERIORS
3435 YOUNG LANE, SUITE 101 | FT. PETERMAN, FLORIDA 32732
(904) 888-8800 | AIA/LEED/USGBC | AIA/USGBC/LEED

13 VAN H. PETERANECZ
ARCHITECT
FLORIDA

Bluffs Residential
112 S. OSCEOLA AVE.
CLEARWATER, FLORIDA

NO. OF FLOORS	23,009
DATE	14 MARCH 2024
DESCRIPTION	

ROOF TOP AMENITY
PLAN - LEVEL 29
SHEET NUMBER

A-008

REVISION
CONCEPT DESIGN



- E



131 VANL PEIRONE
APT 2-433
FLORIDA

Bluffs Residential
1112 S. OSCEOLA AVE
CLEARWATER, FLORIDA

23.00%

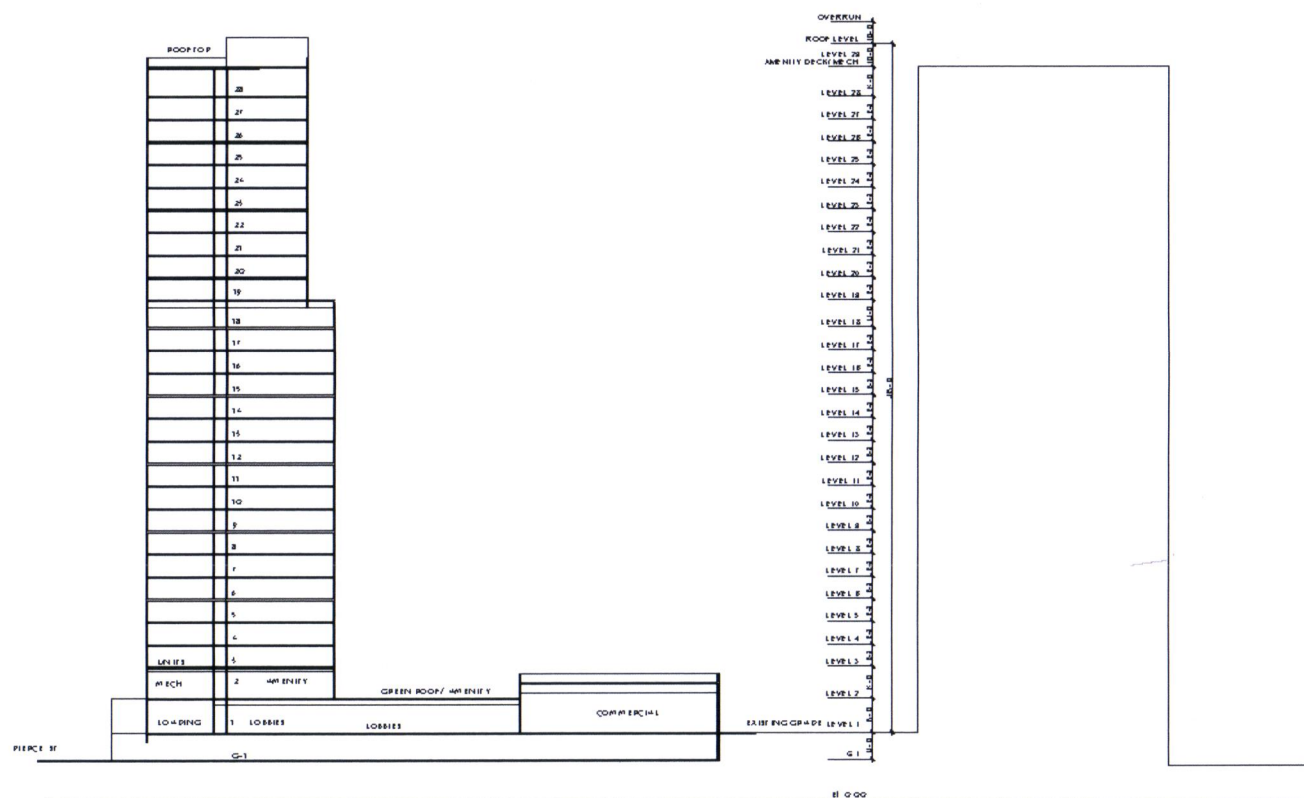
14 MARCH 2024

N-S SECTION

100

A-010

CONCEPT DESIGN



1 CONCEPTUAL SECTION - NORTH / SOUTH



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

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

BeharPeterancz
ARCHITECTURE INTERIORS
3403 TOWNLINE BOULEVARD, SUITE 100
CLEARWATER, FLORIDA 34625
(727) 893-8800 | WWW.BHPETERANCZ.COM | ARCHITECTS

Bluffs Residential
112 S. OSCEOLA AVE.
CLEARWATER, FLORIDA

13 VAN DER BEEK
FLORIDA

PROJECT NO. 23.009
DATE 14 MARCH 2024
DRAWN BY SOUTH ELEVATION
REVISIONS

A-011
CONCEPT DESIGN



Behar Peteranecz
ARCHITECTURE | INTERIORS
3508 TERMINAL DRIVE SOUTH • ST. PETERSBURG, FLORIDA 33713
(727) 804-8000 • ARCHITECT@BEHAR.COM • WWW.BEHAR.COM

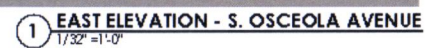
133 VANL PEIETONE C2
APR 8533
FLORIDA

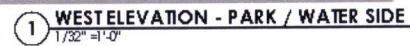
Bluffs Residential
112 S. OSCEOLA AVE
CLEARWATER, FLORIDA

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

A-012

NOTES





CONCEPT DESIGN



① AERIAL VIEW OF PROPOSED PROJECT
NIS



Behar Peteranecz
ARCHITECTURE INTERIORS
2401 TOWNHALL DRIVE, SUITE 101, PETERSBURG, FLORIDA 33703
(727) 899-8800 | WWW.BPTA.COM | AIA/LEED CERTIFIED

18 VAIL BY BEHAR PETERANECZ
ARCHITECTS
FLORIDA

Bluffs Residential
112 S. OSCEOLA AVE
CLEARWATER, FLORIDA

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PROJECT NO. 23-009

DATE 14 MARCH 2024

PROJECT NAME

CONCEPTUAL
RENDERINGS

SHEET NUMBER

A-015

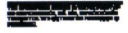
EDITOR: CONCEPT DESIGN



① WEST VIEW OF PROPOSED PROJECT
NIS



Behar Peteranecz
ARCHITECTURE INTERIORS
240 TOWNHALL DRIVE SOUTH | ST. PETERSBURG, FLORIDA 33713
(727) 393-9900 | WWW.BEHAERPETERANECZ.COM | AIA/NCARB LICENSED



BEHAR PETERANECZ
ARCHITECT
FLORIDA

Bluffs Residential
112 S. OSCEOLA AVE.
CLEARWATER, FLORIDA

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

CONCEPTUAL
RENDERINGS
SHEET NUMBER

A-016
REVISIONS
CONCEPT DESIGN



VIEW FROM S OSCEOLA AVE AND
PIERCE ST OF PROPOSED PROJECT

1
NIS



Behar Peterencz
ARCHITECTURE | INTERIORS
2430 YOUNG LANE, SUITE 101 | PETERSBURG, FLORIDA 32909
(888) 888-8888 | AIA/LEED/NCARB/ASID | AIA/LEED/NCARB/ASID

15 VAN H. PETERENCZ
ARCHITECT
FLORIDA

Bluffs Residential
112 S. OSCEOLA AVE
CLEARWATER, FLORIDA

NO.	1
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PROJECT NO. 23-009
ISSUE DATE 14 MARCH 2024
DRAWING TITLE

CONCEPTUAL
RENDERINGS

REVISION NUMBER

A-018

REVISION
CONCEPT DESIGN



VIEW FROM S OSCEOLA AVE
OF PROPOSED PROJECT

1
NIS

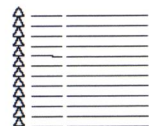


Behar Peteranecz
ARCHITECTURE | INTERIORS
2408 TERMINAL DRIVE SOUTH | FT. PETERMAN, FLORIDA 32713
(707) 894-5800 | INFO@PETERANECZ.COM | ARCHITECTURE | INTERIORS



18 VAIL DE PROVENCA
APT-603
FLORIDA

Bluffs Residential
112 S. OSCEOLA AVE
CLEARWATER, FLORIDA



REVISIONS
23.009

ISSUE DATE
14 MARCH 2024
DRAWING TITLE

CONCEPTUAL
RENDERINGS

STUDY NUMBER

A-019

REVISIONS
CONCEPT DESIGN



Bluffs Residential
1112 S. OSCEOLA AVE
CLEARWATER, FLORIDA

NOTATION



1 PARK ACCESS PLAZA OF PROPOSED PROJECT
NIS



Behar Peterancz
ARCHITECTURE INTERIORS
2408 TERMINAL AVENUE SOUTH, SUITE 100, PETERSBURG, FLORIDA 34203
(727) 893-8882 | AIA/LEED CERTIFIED | AIA/LEED GREEN | AIA/LEED BODILY



18 VIAL PR PROPOSED
2024-2025
FLORIDA

Bluffs Residential
112 S. OSCEOLA AVE
CLEARWATER, FLORIDA

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REVISIONS: 23,009

REVISION DATE: 14 MARCH 2024

REVISION BY: NIS

CONCEPTUAL RENDERINGS

REVISION NO. 01

A-021

REVISION: CONCEPT DESIGN



1 SOUTH VIEW FROM PIERCE ST
NTS



1 NORTHWEST VIEW
NIS



Behar Peteranecz
ARCHITECTURE | INTERIORS
540 TERMINAL DRIVE SOUTH | ST. PETERSBURG, FLORIDA 33702
(727) 899-9962 | WWW.BEHPETERANCEZ.COM | AIA/CES/CEU/LEED/USGBC

18 VAN L. BEHPETERANCEZ
ARCHITECT
FLORIDA

Bluffs Residential
112 S. OSCEOLA AVE.
CLEARWATER, FLORIDA

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

CONCEPTUAL
RENDERINGS
SHEET NUMBER:

A-025

REVISIONS:
CONCEPT DESIGN