

May 6, 2020

Ms. Katie Halloran, Planning Director
City of Key West
1300 White Street
Key West, FL 33040

RE: Mallory Square Major Development Plan

Dear Ms. Halloran,

We are proud to present this project for final City Commission review.

This project is in full compliance with the approval requirements of Code Sec. 108 as demonstrated in the attached application and further substantiated by the granting of all prerequisite approvals (DRC, Planning Board, HARC, and Tree Commission). The project has been found in compliance with the Land Development Regulations and the Comprehensive Plan by both the Planning Department and the Planning Board.

The Planning Board's approval contained three conditions to be met prior to proceeding to the City Commission:

1. The plans attached to the staff report for the October 17, 2019 planning board meeting shall be signed and sealed by the architect and shall provide a delineation of the proposed consumption area. Applicant shall submit the signed and sealed plans to the planning department.

Complete (please see attached plans)

2. Applicant shall submit a revised landscape plan application that matches the approved site plan to the urban forester.

Complete (please see attached plans and compliance letter dated 05/05/20 by Karen DeMaria, City of Key West Urban Forestry Program Manager)

3. The MDP reflects two ADA ramps in a location that may be part of a lease between the City and Tropical Shell. Prior to City Commission consideration, the area and its use by and between Tropical Shell and Tropical Soup shall be resolved.

Complete (please see Exhibit A)



Given compliance with the approval criteria of the code and comprehensive plan, and completion of the requisite conditioned actions by the Planning Board, we respectfully request the item be placed on the next City Commission agenda with a full recommendation of approval.

Thank you for your consideration

A handwritten signature in blue ink, appearing to read "Owen Trepanier", written in a cursive style.

Owen Trepanier

VDF LAW, PLLC

Van D. Fischer, Esquire

626 Josephine Parker Drive
Suite 205, Mail Box 7
Key West, Florida 33040

Phone: (305) 849-3893
Email: van@vdf-law.com

LEGAL OPINION

Re: Satisfaction of Planning Board condition regarding resolution of the Aquarium lease area

OVERVIEW

At the October 17, 2019, Planning Board hearing regarding the Tropical Soup Corporation (“Tropical Soup”) major development plan for Mallory Square, City Assistant Attorney George Wallace, Esq., presented to the Planning Board that Tropical Shell & Gifts, Inc. (“Tropical Shell”), through its attorney, Erica Sterling, Esq., had raised questions regarding the extent of the Key West Aquarium lease area.¹ Specifically, Tropical Shell believed the approximately 15-foot wide strip of land directly behind the Hospitality House was part of the Aquarium lease area rather than part of the Tropical Soup lease area. The issue being that the 15-foot wide strip of land is the proposed location for a required ADA wheelchair ramp into the Hospitality House.

In response, the Planning Board included a condition to its approval of the Tropical Soup major development plan. Specifically, the alleged lease area discrepancy needed to be resolved prior to transmittal of the Planning Board approved major development plan to the City Commission for its final review of the project.

This legal opinion provides a summary of research and analysis regarding the Aquarium lease area.

QUESTION PRESENTED

Does the Aquarium lease area encompass the approximately 15-foot wide strip of land located directly behind the Hospitality House?

¹ Tropical Shell operates the Key West Aquarium.

SHORT ANSWER

No. Extensive research of property records revealed that there is no genuine question of fact regarding the extent of the Tropical Shell lease area for the Aquarium, and that the approximately 15-wide strip of land area behind the Hospitality House is not part of the Aquarium lease area.

DISCUSSION OF THE LAW

On August 23, 2018, City Manager, James K. Scholl, on behalf of the City of Key West, executed a sworn affidavit specifically addressing and clarifying the extent of the 1978 Tropical Shell lease agreement, as amended (the “Affidavit”).² The Affidavit was prepared by Tropical Shell’s attorneys, Spottswood, Spottswood, Spottswood & Sterling, following the August 21, 2018, City Commission approval of the “Second Amendment to Lease” between the City and Tropical Shell.³ A true and accurate copy of the Affidavit is attached hereto and incorporated herein as **Attachment 1**. Paragraph 3 of the Affidavit unambiguously states that the legal description in the 1978 Tropical Shell lease is “one in the same” as the legal description stated in the Affidavit. This legal description is identical to the one used for the survey dated 8/3/18, titled “(Historic Tours of America)⁴ 1 Whitehead Street, Key West, FL 33040” (the “2018 Survey”). A true and accurate copy of the 2018 Survey is attached hereto and incorporated herein as **Attachment 2**. The 2018 Survey was certified to Historic Tours of America; Spottswood, Spottswood, Spottswood & Sterling; Chicago Title Insurance Company; Eagle Bank; and the City of Key West.

The Affidavit and 2018 Survey provide the most recent and legally binding description of the Aquarium lease area, and constitute definitive evidence that the 15-foot wide strip of land behind the Hospitality House is not, in fact, part of the Aquarium lease area. While it may be true that the original 1978 Aquarium lease area may have contained the contested strip of land, this is now irrelevant because of subsequent amendments to the 1978 lease as reflected in the Affidavit and 2018 Survey. The Affidavit, prepared by Tropical Shell’s own attorneys, and duly executed by the City, unambiguously and definitively resolved any questions regarding the official legal

² Affidavit was recorded on September 5, 2018, in book 2925, page 972 of the Official Records for Monroe County, Florida.

³ Resolution 18-247.

⁴ Tropical Shell & Gifts, Inc. is a subsidiary of Historic Tours of America.

extent of the Aquarium lease area. Further, the 2018 Survey noted in the “Revisions and/or Additions” that the legal description of the Aquarium lease area was revised on 3/30/99 and that on 10/18/10 the lease area was again corrected per the City’s lease. For reference, the legal description provided by the Affidavit and 2018 Survey was highlighted on the 2018 Survey and a true and accurate copy is attached hereto and incorporated herein as **Attachment 3**. As the highlighted area shows, the approximately 15-wide strip of land behind the Hospitality House is not within the Aquarium lease area.

Logic dictates that if Tropical Shell had genuine concerns regarding the Aquarium lease area, then it would have raised such concerns in 1999 or 2010 when its lease was officially amended by the City. Tropical Shell raised no concerns about the City’s revisions of its lease area. Not to mention, if there were any actual concerns regarding the lease area, then Tropical Shell and its attorneys would not have commissioned the 2018 Survey and prepared the Affidavit stating the official legal description of the Aquarium lease area. Given the Affidavit and 2018 Survey, there is no good faith, genuine question of fact as to the Aquarium lease area and the 15-foot wide strip of land behind the Hospitality House.

In support of its claims, Tropical Shell provided to the City Legal Department a “Specific Purpose Survey to show Key West Aquarium lease area (1999)” dated 09-13-19 and revised 10/11/19 (the “Specific Purpose Survey”). A true and accurate copy of the Specific Purpose Survey is attached hereto and incorporated herein as **Attachment 4**. This Specific Purpose Survey stated that the “legal description shown hereon” was furnished by Tropical Shell or its agent. As such, the Specific Purpose Survey is meaningless and legally insufficient to sustain a valid claim against the official recorded legal description of the Aquarium lease area. The fact remains that the Affidavit conclusively established the legally controlling lease area for the Aquarium, and this was the identical lease area identified in the City’s 2010 request for proposals (“RFP”). Thus, the Specific Purpose Survey provided no valid evidence of a genuine question of fact regarding the 15-foot strip of land behind the Hospitality House, rather, it simply shows what the original 1978 lease area may have been, which is irrelevant.

CONCLUSION

For the reasons stated, there is no good faith, genuine question of fact regarding the Tropical Shell Aquarium lease area. The legally controlling lease area description is stated in the Affidavit and shown on the 2018 Survey, and as described above, the Aquarium lease area does not include the 15-foot strip of land behind the Hospitality House. Therefore, the Planning Board condition regarding resolution of the alleged lease area dispute has been conclusively satisfied because there is not, in fact, any objectively valid questions of fact regarding the Aquarium lease area.



VAN D. FISCHER, ESQ.
VDF LAW, PLLC
626 Josephine Parker Drive
Suite 205, Mail Box 7
Key West, FL 33040
(305) 849-3893
van@vdf-law.com

Attachment 1

Exhibit A

Prepared by and return to:
Spottswood, Spottswood, Spottswood & Sterling
500 Fleming Street
Key West, FL 33040
(305) 294-9556
File No. 104-18.00033 EC

Doc# 2185304 09/05/2018 4:30PM
Filed & Recorded in Official Records of
MONROE COUNTY KEVIN MADOK

AFFIDAVIT

Doc# 2185304
Bk# 2925 Pg# 972

STATE OF FLORIDA }
COUNTY OF MONROE }

BEFORE ME, the undersigned authority, personally appeared James K. Scholl, who has executed this Affidavit, who made the following statements:

1. I am City Manager for the City of Key West, Florida.
2. On July 3, 1978, the City of Key West (the "Lessor") entered into a lease agreement, as amended (the "Lease") with Tropical Shell & Gifts, Inc., a Florida corporation (the "Lessee").
3. The legal description described in the Lease is one and the same as the legal description as follows:

Lease Area "A":

On the Island of Key West, Monroe County Florida, and being a part of Lots 4 and 5, in Square 3, according to a Map or Plan of the City of Key West prepared by William A. Whitehead in February 1829 and being more particularly described as follows:

Begin at the intersection of the Northwesterly Right-of-Way line of Front Street and the Northeasterly Right-of-Way Line of David Wolkowsky Street (A.K.A. as Whitehead Street); thence in a Northeasterly direction along the said Northwesterly Right-of-Way Line of Front Street for 166.00 feet; thence at a right angle and in a Northwesterly direction along the Southwesterly Right-of-way line of Tift's Alley for 100.00 feet; thence at a right angle and in a Southwesterly direction along the Southeasterly Right-of-Way Line of Wall Street for 166.00 feet; thence at a right angle and in a Southeasterly direction along the said Northeasterly Right-of-Way Line of David Wolkowsky Street for 100.00 feet to the Point of Beginning.

Containing 16,600 Square Feet.

Lease Area "B":

On the Island of Key West, Monroe County Florida, and being a part of Lots 4 and 5, in Square 3, according to a Map or Plan of the City of Key West prepared by William A. Whitehead in February 1829 and adjacent filled Submerged land and being more particularly described as follows:

Begin at the intersection of the Northwesterly Right-of-Way line of Front Street and the Northeasterly Right-of-Way Line of David Wolkowsky Street (A.K.A. as Whitehead Street); thence in a Southwesterly direction along the extension of the said Northwesterly Right-of-Way Line of Front Street for 50.00 feet to the Southwesterly Right-of-Way of David Wolkowsky Street; thence at a right angle and in a Northwesterly direction along the said Southwesterly Right-of-Way Line of David Wolkowsky Street for 100.00 feet to the Point of Beginning; thence continue in a Northwesterly direction for 260.00 feet; thence at a right angle and in a Northeasterly direction for 50.00 feet; thence at a right angle and in a

Attachment 1

Exhibit A

Doc# 2185304
BK# 2925 Pg# 973

Southeasterly direction for 60.00 feet; thence at a right angle and in a Northeasterly direction for 94.38 feet; thence at a right angle and in a Southeasterly direction for 75.00 feet; thence at a right angle and in a Northeasterly direction for 26.00 feet; thence at a right angle and in a Southeasterly direction and through a brick building for 95.00 feet to the Northwestern Right-of-Way Line of Wall Street; thence at a right angle and in a Southwesterly direction and along the said Northwestern Right-of-Way Line of Wall Street for 120.38 feet; thence at an angle of 135 degrees to the right and in a Southerly direction for 42.43 feet; thence at an angle of 135 degrees to the left and in a Southwesterly direction for 20.00 feet to the said Southwesterly Right-of-Way Line of David Wolkowsky Street and the Point of Beginning. Containing 40,237.40 Square Feet, more or less.

CITY OF KEY WEST, FLORIDA

By: J.K. Scholl
Printed Name: J. K. SCHOLL
Its: CITY MANAGER

STATE OF FLORIDA:
COUNTY OF MONROE:

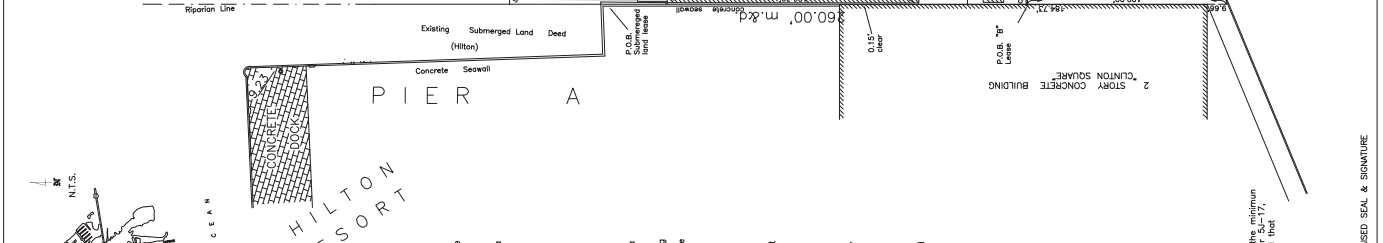
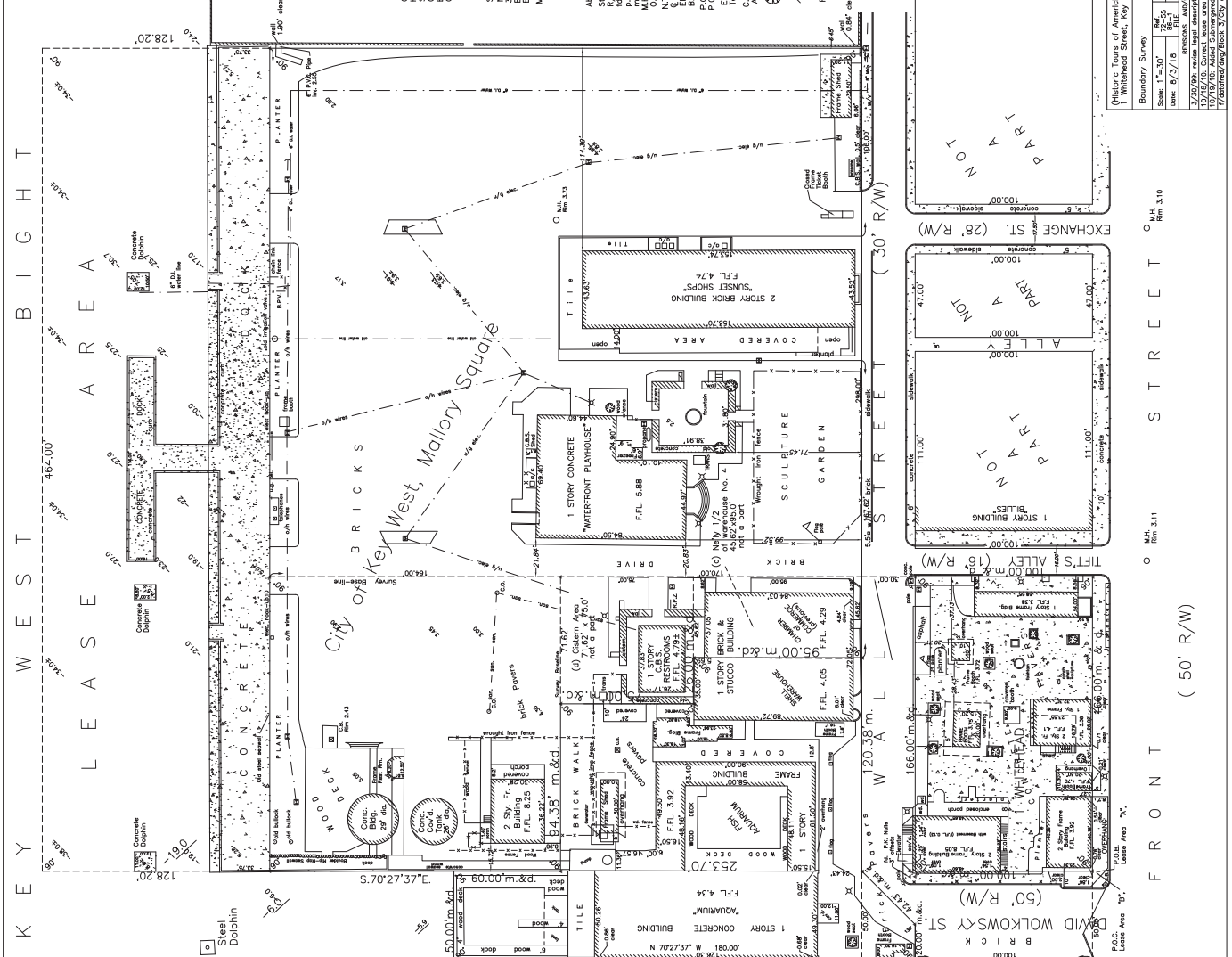
The foregoing instrument was acknowledged before me this 23rd day of August, 2018, by James K. Scholl, as City Manager for the City of Key West, Florida. He/she _____ is personally known to me or has produced _____ as identification.



(Notary Seal)

C L Hurd
Notary Public
Printed Name: Claire L. Hurd
My Commission Expires: October 5, 2019

MONROE COUNTY
OFFICIAL RECORDS



LEGAL DESCRIPTION
 Prepared by undersigned:
 On the island of Key West, Monroe County Florida, and being a
 Plan of the City of Key West prepared by William A. Whitehead
 of the Florida Board of Land Surveyors, Chapter 5-17,
 for a certain parcel of land more particularly described as
 follows:
 Begin at the intersection of the Northeastly Right-of-Way line
 of David Wolkowsky Street (A.K.A. as Whitehead Street); thence in
 a Northerly direction along the said Northeastly Right-of-Way
 line for 100.00 feet; thence at a right angle and in a
 Northerly direction along the said Northeastly Right-of-Way
 line for 100.00 feet; thence at a right angle and in a
 Southerly direction along the said Northeastly Right-of-Way
 line for 100.00 feet; thence at a right angle and in a
 Southerly direction along the said Northeastly Right-of-Way
 line for 100.00 feet to the Point of Beginning.
 Containing 16,600 Square Feet.

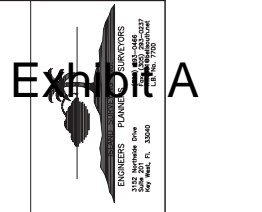
LEASE AREA
 Prepared by undersigned:
 On the island of Key West, Monroe County Florida, and being a
 Plan of the City of Key West prepared by William A. Whitehead
 of the Florida Board of Land Surveyors, Chapter 5-17,
 for a certain parcel of land more particularly described as
 follows:
 Begin at the intersection of the Northeastly Right-of-Way line
 of David Wolkowsky Street (A.K.A. as Whitehead Street); thence in
 a Southerly direction along the extension of the said
 Northeastly Right-of-Way line for 100.00 feet; thence at a
 right angle and in a Northerly direction along the said
 Northeastly Right-of-Way line for 100.00 feet; thence at a
 right angle and in a Northerly direction along the said
 Northeastly Right-of-Way line for 100.00 feet; thence at a
 right angle and in a Southerly direction along the said
 Northeastly Right-of-Way line for 100.00 feet; thence at a
 right angle and in a Southerly direction along the said
 Northeastly Right-of-Way line for 100.00 feet; thence at a
 right angle and in a Southerly direction along the said
 Northeastly Right-of-Way line for 100.00 feet to the Point of
 Beginning.
 Containing 40,257.40 Square Feet, more or less.

ABBREVIATIONS:
 U/A = Underlaid
 R/W = Right-of-Way
 F.F.L. = Finish Floor Elevation
 Id. = Identified
 C = Concrete
 S = Stone
 B.S. = Block Stone
 C.B.S. = Concrete Block Stone
 cov'd. = Covered
 wd. = Wood
 Pl. = Planter
 Hydr. = Hydrant
 M. = Manhole
 Tel. = Telephone
 A/C = Air Conditioner
 B = Box
 C = Catch basin
 O.M.H. = Manhole
 B.P.V. = Backflow preventor valve
 D.I. = Ductile Iron

FIELD WORK PERFORMED ON: 5/1/18

PREPARED BY: W.A. WHITEHEAD, Professional Engineer, License No. L57855
DATE: 5/1/18

THIS DOCUMENT WAS ELECTRONICALLY SIGNED AND SIGNED BY THE SIGNER AND SALES BY EDEKA MARTINEZ, P.M. ON 5/1/18 AND APPROVED BY THE FLORIDA BOARD OF LAND SURVEYORS, CHAPTER 5-17, AC, STATE OF FLORIDA.



REFERENCE NOTES:
 1. See Survey No. 13,842 for assumed section 3.4 remains existing elevation of the monument at the corner of Whitehead Street and Mallory Square, Block No. 14,324 Monumentation: A = 16' P.K. Noh. P.L.S. No. 2749

City of Key West, Mallory Square

1 STORY CONCRETE WATERFRONT PLAYHOUSE FFL 5.88

2 STOREY BRICK BUILDING "SUNSET SHOPS" FFL 4.74

1 STORY BRICK & STUCCO BUILDING FFL 4.28

1 STORY CONCRETE BUILDING "MOULIN" FFL 4.34

2 STOREY CONCRETE BUILDING "DANIELA" FFL 4.24

2 STOREY CONCRETE BUILDING "PIER A" FFL 4.24

1 STOREY CONCRETE BUILDING "FRAMES" FFL 4.05

1 STOREY BRICK & STUCCO BUILDING "RESTROOMS" FFL 4.79

2 STOREY CONCRETE BUILDING "KOLHAGEN" FFL 4.34

2 STOREY CONCRETE BUILDING "PIER A" FFL 4.24

2 STOREY CONCRETE BUILDING "PIER A" FFL 4.24

2 STOREY CONCRETE BUILDING "PIER A" FFL 4.24

2 STOREY CONCRETE BUILDING "PIER A" FFL 4.24

2 STOREY CONCRETE BUILDING "PIER A" FFL 4.24

2 STOREY CONCRETE BUILDING "PIER A" FFL 4.24

ATTACHMENT 2
 1 Whitehead Street, Key West, FL 33040

Item No.	Description	Date	Scale
15-503	Final Plat	05/1/18	1" = 30'
15-504	Final Plat	05/1/18	1" = 30'
15-505	Final Plat	05/1/18	1" = 30'
15-506	Final Plat	05/1/18	1" = 30'
15-507	Final Plat	05/1/18	1" = 30'
15-508	Final Plat	05/1/18	1" = 30'
15-509	Final Plat	05/1/18	1" = 30'
15-510	Final Plat	05/1/18	1" = 30'
15-511	Final Plat	05/1/18	1" = 30'
15-512	Final Plat	05/1/18	1" = 30'
15-513	Final Plat	05/1/18	1" = 30'
15-514	Final Plat	05/1/18	1" = 30'
15-515	Final Plat	05/1/18	1" = 30'
15-516	Final Plat	05/1/18	1" = 30'
15-517	Final Plat	05/1/18	1" = 30'
15-518	Final Plat	05/1/18	1" = 30'
15-519	Final Plat	05/1/18	1" = 30'
15-520	Final Plat	05/1/18	1" = 30'
15-521	Final Plat	05/1/18	1" = 30'
15-522	Final Plat	05/1/18	1" = 30'
15-523	Final Plat	05/1/18	1" = 30'
15-524	Final Plat	05/1/18	1" = 30'
15-525	Final Plat	05/1/18	1" = 30'
15-526	Final Plat	05/1/18	1" = 30'
15-527	Final Plat	05/1/18	1" = 30'
15-528	Final Plat	05/1/18	1" = 30'
15-529	Final Plat	05/1/18	1" = 30'
15-530	Final Plat	05/1/18	1" = 30'

3111 Rm. 3.10

3111 Rm. 3.10

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EXHIBIT A

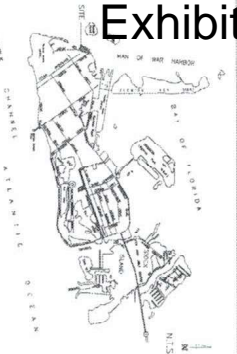
PROFESSIONAL LAND SURVEYOR
 License No. 157855

W.A. WHITEHEAD
 Professional Engineer

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

Exhibit A

LOCATION MAP
City of Key West &
Stock Island

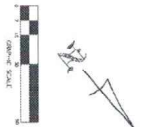
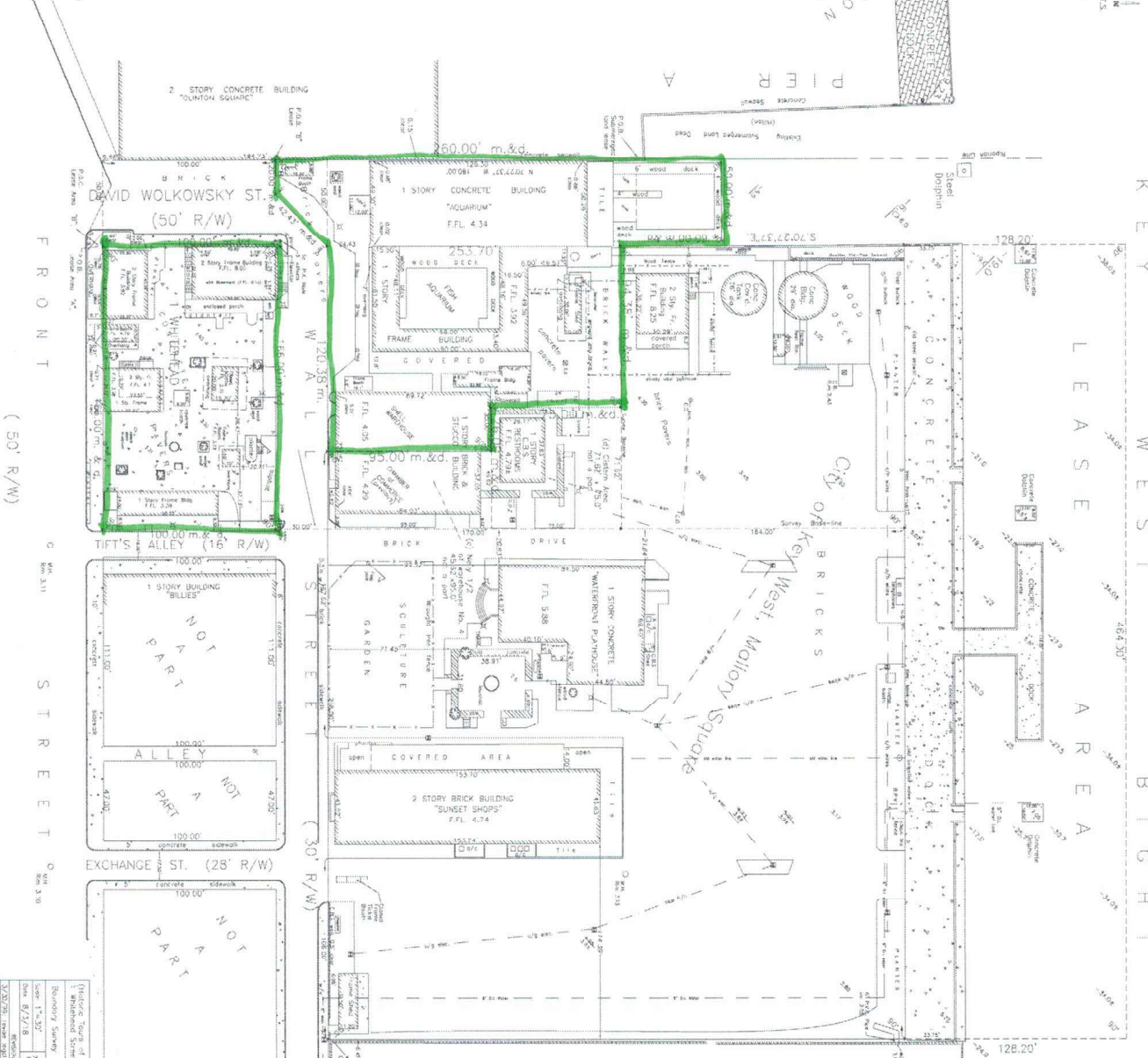


LEGAL DESCRIPTION:
Prepared by underpinning...
The lot shown on the map...
...of the City of Key West...
...of the City of Key West...
...of the City of Key West...

...of the City of Key West...
...of the City of Key West...
...of the City of Key West...
...of the City of Key West...
...of the City of Key West...



NOT VALID UNLESS COMBINED WITH PLANNED SOIL & SPOULING
...of the City of Key West...
...of the City of Key West...

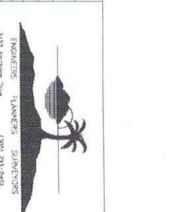


CERTIFICATION made to:
...of the City of Key West...
...of the City of Key West...

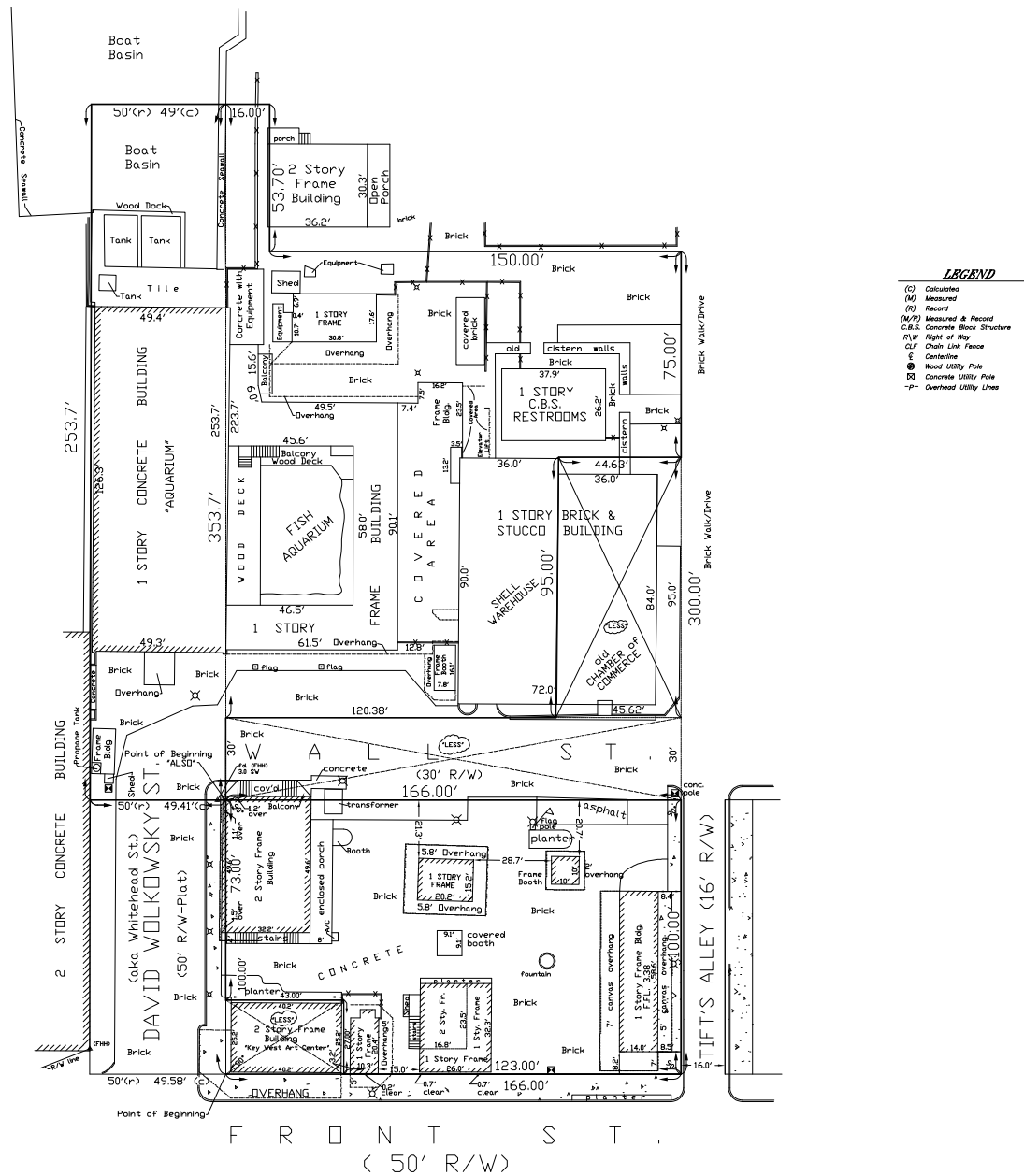
ADDITIONS:
S/S = Stair
F/W = Floor
...of the City of Key West...

SYMBOLS NOTES:
...of the City of Key West...
...of the City of Key West...

Table with 2 columns: Item, Description. Lists various construction items and their specifications.



Specific Purpose Survey to show Key West Aquarium lease area (1999) Island of Key West, Florida



LEGEND

- (C) Calculated
- (M) Measured
- (R) Record
- (M/R) Measured & Record
- C.B.S. Concrete Block Structure
- P/W Right of Way
- C/L Chain Link Fence
- ⊕ Centerline
- ⊙ Wood Utility Pole
- ⊠ Concrete Utility Pole
- P- Overhead Utility Lines

- NOTES:**
1. The legal descriptions shown hereon were furnished by the client or their agent.
 2. Underground foundations and utilities were not located.
 3. All angles are 90° (Measured & Record) unless otherwise noted.
 4. Street address: 1 Whitehead Street, Key West, FL.
 5. This survey is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
 6. Lands shown hereon were not abstracted for rights-of-way, easements, ownership, or other instruments of record.
 7. North Arrow is assumed and based on the legal description.
 8. Date of field work: August 15, 2019
 9. Ownership of fences is undeterminable, unless otherwise noted.
 10. Adjoiners are not furnished.

SPECIFIC PURPOSE SURVEY OF:
On the Island of Key West, known as William A. Whitehead's Map delineated in February A.D. 1828, as all of Lot 5 and part of Lot 4 in Square 3, and all of the property located at the end of Whitehead Street, and more particularly described as follows:
BEGINNING at the southeast corner of Square 3, thence run northeasterly along Front Street a distance of one hundred sixty-six (166) feet; thence northwesterly a distance of three hundred (300) feet along Tift's Alley; thence southwesterly and parallel with Front Street a distance of one hundred fifty (150) feet; thence northwesterly a distance of fifty-three and seven tenths (53.7) feet; thence southwesterly and parallel with Front Street a distance of sixteen (16) feet; thence southeasterly and parallel with Tift's Alley a distance of three hundred fifty-three and seven tenths (353.7) feet back to the point of beginning, including all improvements and buildings thereon and all necessary and existing ingress and egress thereto, EXCEPTING therefrom:
a) that thirty (30) feet public right of way known as Wall Street;
b) the area and building located at the southeast corner of Square 3 on which the building is presently known as Key West Art Center is located; and
c) the north one-half (1/2) of Warehouse Number Four, which is presently being occupied by the Key West Chamber of Commerce.

ALSO:
On the Island of Key West, known as William A. Whitehead's Map, delineated in February A.D. 1828 as that area beginning at the southeasterly corner of Wall Street and Whitehead Street, thence run northwesterly and parallel with Tift's Alley a distance of two hundred fifty-three and seven tenths (253.7) feet; thence southwesterly a distance of fifty (50) feet; thence southwesterly and parallel with Tift's Alley a distance of two hundred fifty-three and seven tenths (253.7) feet; thence northeasterly a distance of fifty (50) feet back to the point of beginning, including the Aquarium building located in Key West, Florida, and all fixtures, machinery, piping, electric wiring and equipment used in connection therewith, including the filtering apparatus, all "as is", together with the concession stands as same are now located outside of the Aquarium building.

SPECIFIC PURPOSE SURVEY FOR: HTA; City of Key West;

I HEREBY CERTIFY that this survey was made under my responsible charge and meets the Standard of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 61-17, Florida Administrative Code, pursuant to Section 478.027, Florida Statutes.

J. LYNN O'FLYNN, INC.

J. Lynn O'Flynn, PSM
Florida Reg. #6288

THIS SURVEY IS NOT ASSIGNABLE

September 23, 2019
Revised 10/11/19

Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.

J. LYNN O'FLYNN, Inc.
Professional Surveyor & Mapper
PSM #6288
3430 Duck Ave., Key West, FL 33040
(305) 296-7422 FAX (305) 296-2244

SPECIFIC PURPOSE SURVEY
to show Lease Area (1999)
Key West Aquarium
1 Whitehead St., Island of Key West

DRAWN BY: JLO
REVISIONS: 1.
2.
3.
4.
5.
6.
7.
CHECKED BY: DD
DATE: 09-13-19

DATE:
SHEET: 1
OF: 1

DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION

**City of Key West Planning Department
3140 Flagler Avenue, Key West, FL 33040
(305) 809-3720**



BY: NCH

Development Plan & Conditional Use Application

Applications will not be accepted unless complete

Development Plan

Major x

Minor _____

Conditional Use

Historic District

Yes X

No _____

Please print or type:

- 1) Site Address MALLORY SQUARE KEY WEST, FL 33040
- 2) Name of Applicant Trepanier & Associates, Inc. on behalf of Tropical Soup
- 3) Applicant is: Owner _____ Authorized Representative X Corporation
(attached Authorization and Verification Forms must be completed)
- 4) Address of Applicant 1421 FIRST ST.
KEY WEST, FL 33040
- 5) Applicant's Phone # 305-293-8983 Email _____
- 6) **Email Address:** OWEN@OWENTREPANIER.COM
- 7) Name of Owner, if different than above CITY OF KEY WEST
- 8) Address of Owner PO BOX 1409 KEY WEST, FL 33040
- 9) Owner Phone # _____ Email _____
- 10) Zoning District of Parcel HPS RE# various (see footnote)
- 11) Is Subject Property located within the Historic District? Yes X No _____
If Yes: Date of approval 10/18/17 HARC approval # By Order of the
OR: Date of meeting _____ Special Magistrate
- 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).

Restructuring of existing non-conforming restaurant to comply fully with ADA and FEMA requirements and add ADA access to the Hospitality House. Will result in an increase in landscaping, reduction in impervious surface, increased storm water retention, and an increase in open space.

† Mallory Square is made up of Lots 2, 3, 4 & 5 of Square 3. This property has been assigned various RE numbers related to taxing of the various leaseholds. The RE numbers are as follows (RE's associated either in whole or in part with the leasehold subject to this application are *italicized*). RE Nos. 00000170-000000, *00072082-001100*, 00072082-001200, 00072082-001300, *00072082-001400*, 00072082-001700, 00072082-001900, 00072082-003500 & *00072082-003700*

DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION
City of Key West Planning Department
3140 Flagler Avenue, Key West, FL 33040
(305) 809-3720



13) Has subject Property received any variance(s)? Yes No

If Yes: Date of approval 2/9/2012: Resolution # 2011-025

Attach resolution(s). date of 3rd District decision

14) Are there any easements, deed restrictions or other encumbrances on the subject property?

Yes No

If Yes, describe and attach relevant documents.

Mallory Square has many easements, leases, etc. However, the subject parcels appear unencumbered by easements.

- 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.

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.

City of Key West
Planning Department



Authorization Form
(Where Owner is a Business Entity)

Please complete this form if someone other than the owner is representing the property owner in this matter.

I, James K. Scholl as City Manager of the City of Key West, FL hereby authorize

Tropical Soup Corporation and their professional team:

- o Trepanier & Associates, Inc.
- o Pike Architects, Inc.
- o Little John Engineering Associates, Inc.
- o Perez Engineering, Inc.

to be the representative for this application and act on my/our behalf before the City of Key West.

JS Scholl

Signature of person with authority to execute documents on behalf on entity owner

Subscribed and sworn to (or affirmed) before me on this 1, May, 2015 Date

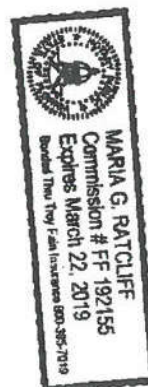
by Jim Scholl
Name of person with authority to execute documents on behalf on entity owner

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

Maria G. Ratcliff
Notary's Signature and Seal

Maria G. Ratcliff
Name of Acknowledger typed, printed or stamped

March 22, 2019
Commission Number, if any



City of Key West
Planning Department



Verification Form
(Where Authorized Representative is an entity)

I, James K Scholl, in my capacity as City Manager
(print name) (print position; president, managing member)

of City of Key West
(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:

Mallory Square

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.

JKScholl
Signature of Authorized Representative

Subscribed and sworn to (or affirmed) before me on this 1, May, 2015 by
Jim Scholl
Name of Authorized Representative date

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

Maria G. Ratcliff
Notary's Signature and Seal

Maria G. Ratcliff
Name of Acknowledger typed, printed or stamped



March 22, 2019
Commission Number, if any



THIS INDENTURE, Made this 30th day of August, A. D. 1952,
between GULF ATLANTIC TRANSPORTATION CO., a corporation existing
under the laws of the State of Florida, having its principal place of business
in the County of Duval and State of Florida, party of the first part, and The
City of Key West, Florida, a municipal corporation organized and existing
under the laws of the State of Florida, party of the second part,

WITNESSETH, That the said party of the first part, for and in
consideration of the sum of One Hundred Fifty Thousand Dollars, to it in
hand paid, the receipt whereof is hereby acknowledged, has granted,
bargained, sold, aliened, remised, released, conveyed and confirmed, and
by these presents doth grant, bargain, sell, alien, remise, release, convey
and confirm unto the said party of the second part, its successors and assigns
forever, all that certain parcel of land lying and being in the County of
Monroe and State of Florida, more particularly described as follows:

On the Island of Key West, Florida, and known as part of
Lots 2, 3, 4, and 5 in Square 3, as shown on William A.
Whitehead's Map of said City, delineated in February, 1829,
being described by metes and bounds as follows:

Beginning at the Northeastly corner of Wall and Whitehead
Streets, and running thence in a Northerly direction along
the Westerly side of Wall Street 464 feet to a point; thence
at right angles and in a Westerly direction 362.2 feet to the
waters of the harbor of said City; thence meander along the
waters of the harbor in a Southerly direction to the Northerly
side of Whitehead Street, if extended; thence along said
Northerly side of Whitehead Street, if extended, back to the
point of beginning.

TOGETHER with all the tenements, hereditaments and appurtenances,
with every privilege, right, title, interest and estate, reversion, remainder
and easement thereto belonging or in anywise appertaining.

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

And the said party of the first part doth covenant with the said
party of the second part that it is lawfully seized of the said premises that
they are free of all incumbrances, and that it has good right and lawful
authority to sell the same; and the said party of the first part does hereby

Attachment B
Page 11 of 12 Pages
SL No. 440769285

fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its Assistant Secretary, the day and year above written.

Signed, Sealed and Delivered in Our Presence:

J. J. Johnson
Edna E. Wallace

GULF ATLANTIC TRANSPORTATION CO.

By *H. G. Williams* (SEAL)
President



ATTEST:

By *Edna E. Wallace* (SEAL)
Assistant Secretary

STATE OF FLORIDA)
COUNTY OF DUVAL)

State of Florida, County of Monroe
This instrument was filed for record the 3rd day of SEPT
1952 at 3:15 p.m. and duly recorded in Book
Book 9-6 on Page 275/276 No. 20005
H. B. ADAMS, Clerk Circuit Court
MONROE COUNTY, FLA.

I HEREBY CERTIFY, That on this 3rd day of August, A. D. 1952, before me personally appeared H. G. Williams and Edna E. Wallace, President and Assistant Secretary, respectively, of GULF ATLANTIC TRANSPORTATION CO., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing conveyance to The City of Key West, Florida, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Jacksonville, in the County of Duval and State of Florida, the day and year last aforesaid.

Lawrence R. Quinn
Notary Public, State of Florida at Large.

Attachment B
Page 12 of 12 Pages
SL No. 440769265

Notary Public, State of Florida at Large.
My Commission expires May 10, 1954.
Bonded by American Fire & Casualty Co.
MONROE COUNTY
OFFICIAL RECORDS

CONSENT TO LEASE IN ORDER TO ALLOW USE AS
RIPARIAN RIGHTS

Doc# 1483547
BHN 2588 Pgs 244

WHEREAS Ocean Key House Associates, a Pennsylvania Limited Partnership, owns riparian rights which include free and unobstructed view regarding the area designated as Parcel "B," on the attached survey, and

WHEREAS the City of Key West, a municipality, is desirous of leasing Parcel "B" from the Florida Board of Trustees of the Internal Improvement Trust Fund, and

WHEREAS Ocean Key House Associates acknowledges that periodically some cruise ships docked at the Mallory Square Cruise Ship Dock, (Parcel "A" as indicated on the attached survey) may encroach upon the riparian area of Parcel "B", and

WHEREAS Ocean Key House Associates recognizes the economic desirability of facilitating cruise ship operations by the lease of the submerged land from the Florida Board of Trustees of the Internal Improvement Trust Fund.

BE IT HEREOFORERESOLVED that Ocean Key House Associates waives any objections to and consents to the Florida Board of Trustees of the Internal Improvement Trust Fund leasing to the City of Key West, the area designated Parcel "B" as shown on the certified scaled survey performed by Joe M. Wrice, dated March 18th, 1984. This consent is only for the purpose of allowing the cruise ships to overhang the navigable waters above the submerged lands defined as Parcel "B" and specifically, the submerged land lease is for the use of the adjacent Key West cruise ship dock. In no circumstances will this consent to lease be construed to allow any construction of any kind on the submerged land of Parcel "B".

BE IT FURTHER RESOLVED, that this consent to lease is for the full term of the submerged lands lease by Florida's Trustees of the Internal Improvement Trust Fund to the City of Key West, including renewals of that lease.

IN WITNESS WHEREOF the said corporation has caused this document to be executed in its name and duly authorized this day of April, 1989.

James P. Logan
Cathleen Suggs
Witnesses

[Signature]
HERBERT ALANAN, General Partner
Ocean Key House Associates,
Partnership


SEAL OF }
COUNTY OF } FLA.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared HERBERT ALANAN Ocean Key House Associates, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested.

WITNESS my hand and official seal in the County and state last aforesaid this 5 day of May, 1989.

Attachment A
Page 10 of 12 Pages
SL No. 440769265

[Signature]
Notary Public
State of Florida



This Instrument Prepared By:
Glen Teal
Recording Revenue Section
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS RENEWAL

No. 440769265
PA No. : 44-0142062-002-BS

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fee hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Key West, Florida, hereinafter referred to as the Lessee, the sovereign lands described as follows:

A parcel of sovereign submerged land in Section 21,
Township 07 South, Range 25 East, Section 06,
Township 08 South, Range 25 East, in Key West Harbor,
Monroe County, containing 115,661 square feet, more
or less, as is more particularly described and shown on
Attachment A, dated August 10, 2000.

TO HAVE THE USE OF the hereinabove described premises from August 8, 2004, the effective date of this modified lease, through August 8, 2009, the expiration date of this modified lease. The terms and conditions on which this lease is granted are as follows:

1. **USE OF PROPERTY:** The Lessee is hereby authorized to construct and operate a port facility, recreational area, and one commercial dock, exclusively to be used for temporary mooring of commercial vessels for delivery of exhibits to the city aquarium used in conjunction with an upland city park, without flooding facilities, with a sewage pumpout facility if it meets the regulatory requirements of the Department of Environmental Protection or local authority, whichever entity applies the more stringent criteria, and riprap levees as defined in paragraph 34, as shown and conditions in Attachment A, and the Department of Environmental Protection, consolidated Environmental Resources Permit No. 44-0142062-002-BS, dated November 20, 2000, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this Lease.

2. **AGREEMENT TO EXTENT OF USE:** This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein. The Lessee shall not change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of waterlips, from rental of waterlips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental of temporary mooring of charter/tour boats, from loading/offloading commercial to rental of waterlips, etc.), shall not change activities in any manner that may have an environmental impact that was not considered in the original authorization, or shall not change the type of use of the riparian uplands without first obtaining a regulatory permit/modified permit, if applicable, and the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

3. **PROPERTY RIGHTS:** The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

4. **INTEREST IN RIPARIAN / PLAND PROPERTY:** During the term of this lease, the Lessee shall maintain a leasehold or fee simple title interest in the riparian upland property and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's leasehold or fee simple title interest in the upland property, Lessee shall inform any potential buyer or transferee of the Lessee's upland property interest of the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

5. **ASSIGNMENT OF LEASE:** This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

6. **INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS:** The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

7. **VENUE:** Lessee waives venue as to any litigation arising from matters relating to this lease and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

8. **NOTICES/COMPLIANCE/TERMINATION:** The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein, or fails or refuses to comply with the provisions and conditions herein set forth within 20 days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All costs and attorneys' fees incurred by the Lessor to enforce the provisions of this lease shall be paid by the Lessee. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Key West
City Manager, Julio Avesi
P. O. Box 1409
Key West, FL 33040

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

9. **TAXES AND ASSESSMENTS:** The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

10. **NUISANCES OR ILLEGAL OPERATIONS:** The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

11. **MAINTENANCE OF FACILITY/RIGHT TO INSPECT:** The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

12. **NON-DISCRIMINATION:** The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

13. **ENFORCEMENT OF PROVISIONS:** No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

14. **PERMISSION GRANTED:** Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

15. **RENEWAL PROVISIONS:** Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the riparian upland property more specifically described in Attachment B, which shall run with the title to said riparian upland property, and shall be binding upon Lessee and Lessor's successors in title or successors in interest.

16. **REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES:** If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 13 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

17. **REMOVAL COSTS/LEIN ON RIPARIAN LIFE AND PROPERTY:** Any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the interest of the Lessee in its uplands enforceable in summary proceedings as provided by law.

18. **RECORDATION OF LEASE:** The Lessee, at its own expense, shall record this fully executed lease in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. Book and page at which the lease is recorded.

19. **RIPARIAN RIGHTS/FINAL ADJUDICATION:** In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

20. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install buoys within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the buoy does not increase the mooring capacity of the facility.

21. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased area. No restaurant or dining activities are to occur within the leased area. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged land without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/reassignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

22. ACOE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (ACOE) permit if it is required by the ACOE. Any modifications to the construction and/or activities authorized herein that may be required by the ACOE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

23. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

24. LIVEBOARDS: The term "liveboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveboards are authorized by paragraph one (1) of this lease, in no event shall such "liveboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

25. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

30. SPECIAL LEASE CONDITIONS:

A. Lessee shall maintain for the term of this lease and any subsequent renewal periods the marquee informational display and marquee awareness signs.

B. All ships shall be moored within the boundaries of the lease area.

C. The city shall supply a list of all ships to be docked at the facility and their lengths.

D. The Lessee shall ensure that (a) no vessel shall be moored at the dock 45 minutes before or 45 minutes after daily estimated time of sunset as computed by the Dock Master; (b) no vessel using the lease facility shall operate in any manner which infringes upon the view of the horizon within this time period; (c) the Sunset Celebration activities on the Malory dock shall be allowed to continue until and unless an agreement has been reached to move the Sunset Celebration activities to a mutually agreed-upon site, with said agreement subject to approval from the Lessor; and (d) no more than 12 one-night variances per calendar year are allowed. Within 14 days after each variance, the Lessee shall provide the Lessor's authorized agent an affidavit signed by the Lessee's authorized agent documenting the date of the occurrence of the variance. The affidavit shall be provided to the Division of State Lands, Florida Key Office, 2796 Overseas Highway, Suite 221, Marathon, FL 33050-4276 (305-289-2310).

E. The Lessor hereby agrees to the special provision of this lease with allows the subleasing of the leased structures for ancillary community sponsored cultural functions such as the "Sunset Celebration", and sports activities. However, the Lessee shall ensure that no ancillary activity will be conducted for a continuous period of time longer than 24 hours and that no super structures will be erected on the lease structure on either a permanent or temporary basis without the prior written consent of the Lessor's authorized agent.

WITNESSES:

Edith Green
Original Signature

Edith Green
Print/Type Name of Witness

Frederica Jones
Original Signature

Frederica Jones
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

BY: [Signature] (SEAL)

* Deborah A. Williams, Operations and Management Consultant-
Manager, Bureau of Public Land Administration,
Division of State Lands, Department of Environmental
Protection, as agent for and on behalf of the Board of Trustees of
the Internal Improvement Trust Fund of the State of Florida

* Scott E. Woolam, Bureau Chief.

STATE OF FLORIDA
COUNTY OF LEON

"LESSOR"

The foregoing instrument was acknowledged before me this 20th day of August, 2004, by
* Frederica Jones, Operations and Management Consultant-Manager, Bureau of Public Land Administration, Division of State Lands,
Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust
Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

[Signature]
DEP Attorney

Roseanne L. Davis
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:



Roseanne L. Davis
MY COMMISSION # 0034688 EXPIRES
October 11, 2004
NOTARY PUBLIC STATE OF FLORIDA, INC.

Commission/Serial No.

WITNESSES:

Deborah J. Dole
Original Signature

Deborah J. Dole
Typed/Printed Name of Witness

Tracy A. Decker
Original Signature

Tracy A. Decker
Typed/Printed Name of Witness

City of Key West, Florida (SEAL)

BY: [Signature]
Original Signature of Executing Authority

Julio Avel
Typed/Printed Name of Executing Authority

City Manager
Title of Executing Authority

"LESSEE"

STATE OF Florida
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 20th day of August, 2004, by
Julio Avel as City Manager for and on behalf of the City of Key West, Florida. He is personally known to me or who has
produced [Signature], as identification.

My Commission Expires:

March 22, 2007

Commission/Serial No. DD134



Maria G. Batslett
Notary Signature

Notary Public, State of Florida

Maria G. Batslett
Printed, Typed or Stamped Name

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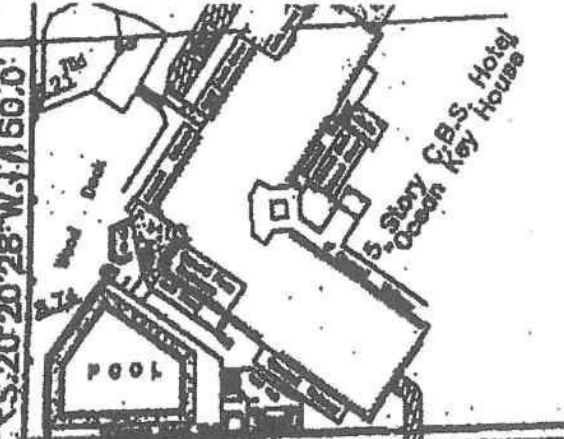
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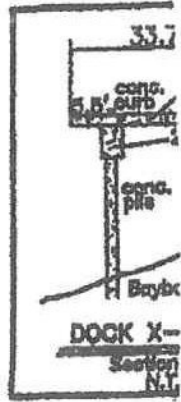


2.66± Ac.

EXISTING LEASE AREA

Deed 1493847
Dist 2888 Feb 047

City of Key West, Mallory Square



S.70°27'37"E
20.87'

S16°57'32" W
150.00'

Attachment A
page 9 of 12 Pages
L No. 440769285



Scott P. Russell, CFA
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record Card -

Maps are now launching the new map application version.

Website tested on IE8,
IE9, & Firefox.
Requires Adobe Flash
10.3 or higher

Alternate Key: 8757778 Parcel ID: 00072082-001100

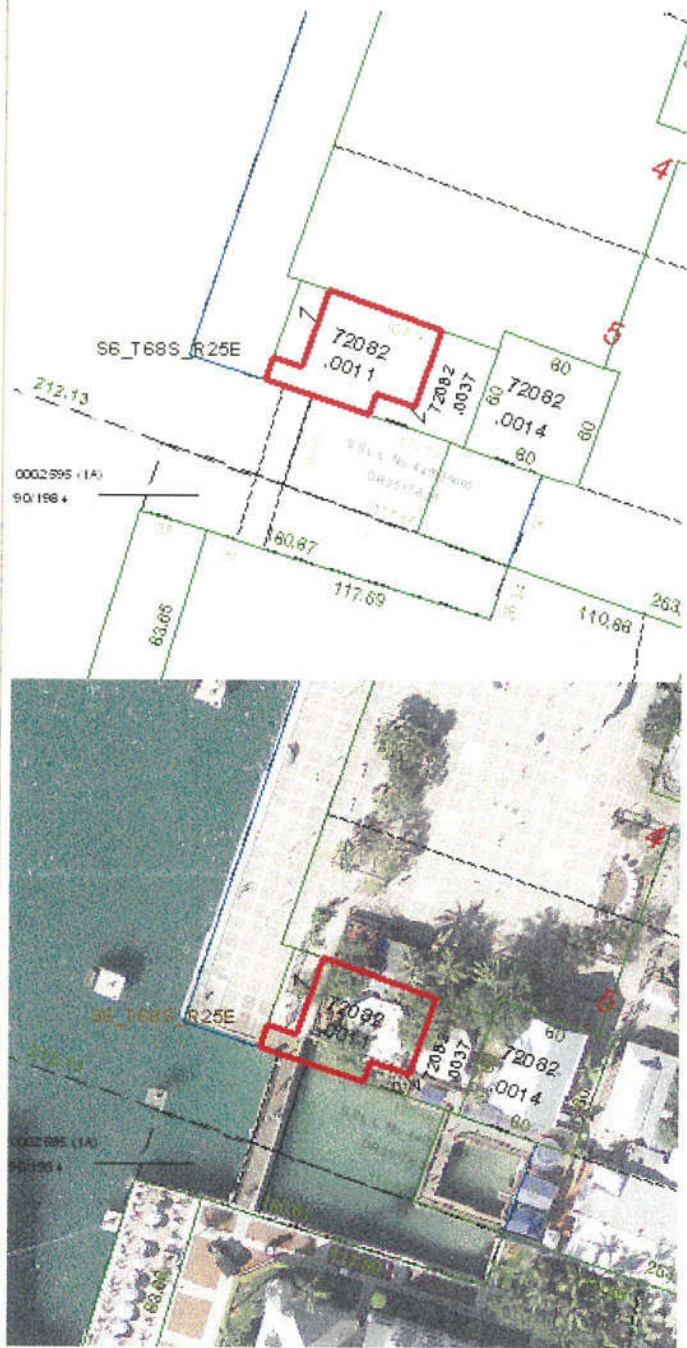
Ownership Details

Mailing Address:
CITY OF KEY WEST
PO BOX 1409
KEY WEST, FL 33041-1409

Property Details

PC Code: 89 - MUNICIPAL OTHER THAN (PC/LIST)
Millage Group: 10KW
Affordable Housing: No
Section-Township-Range: 06-68-25
Property Location: 1 MALLORY SQUARE KEY WEST
Legal Description: (F/K/A ISLAND ADVENTURES OF KEY WEST LEASE) EXPIRED 1/31/95 G64-274/275

Click Map Image to open interactive viewer



Exemptions

Exemption	Amount
15 - MUNICIPAL LANDS	1,798,414.00

Land Details

Land Use Code	Frontage	Depth	Land Area
100W - COMMERCIAL WATERFRON	47	58	2,992.00 SF

Building Summary

Number of Buildings: 1
 Number of Commercial Buildings: 1
 Total Living Area: 703
 Year Built: 1986

Building 1 Details

Building Type	Condition E	Quality Grade 350
Effective Age 13	Perimeter 136	Depreciation % 15
Year Built 1986	Special Arch 0	Grnd Floor Area 703
Functional Obs 0	Economic Obs 0	

Inclusions:

Roof Type	Roof Cover	Foundation
Heat 1	Heat 2	Bedrooms 0
Heat Src 1	Heat Src 2	

Extra Features:

2 Fix Bath 0	Vacuum 0
3 Fix Bath 0	Garbage Disposal 0
4 Fix Bath 0	Compactor 0
5 Fix Bath 0	Security 0
6 Fix Bath 0	Intercom 0
7 Fix Bath 0	Fireplaces 0
Extra Fix 7	Dishwasher 0

No sketch available to display

Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA		1	1988					616

2 FLA 1 1988 87

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	15952	OFF BLDG-1 STY-D	100	N	Y
	15953	OFF BLDG-1 STY-D	100	N	N

Exterior Wall:

Interior Finish Nbr	Type	Area %
5488	AB AVE WOOD SIDING	29
5489	C.B.S.	71

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	WD2:WOOD DECK	625 SF	25	25	1987	1988	3	40
2	WD2:WOOD DECK	1,688 SF	0	0	1987	1988	2	40
3	DK4:WOOD DOCKS	672 SF	56	12	1985	1986	1	40
4	SW2:SEAWALL	448 SF	56	8	1979	1980	4	60

Appraiser Notes

#1 MALLORY SQUARE

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
	9704298	12/22/1997	12/21/1999	1,000		GUTTERS
	9800138	01/14/1998	12/21/1999	5,000		ELECTRICAL
	04-3507	11/10/2004		2,000		DEDUCT METER
	04-3668	11/29/2004		23,995		FENCE, GATES

Parcel Value History

Certified Roll Values.

[View Taxes for this Parcel.](#)

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2014	85,890	26,319	1,683,880	1,796,089	1,701,645	1,796,089	0
2013	87,910	26,874	1,432,166	1,546,950	1,546,950	1,546,950	0
2012	87,910	27,430	1,432,166	1,547,506	1,547,506	1,547,506	0
2011	88,921	28,628	1,432,166	1,549,715	1,549,715	1,549,715	0
2010	90,942	29,798	1,307,511	1,428,251	1,428,251	1,428,251	0
2009	92,963	31,431	1,496,000	1,620,394	1,618,969	1,620,394	0

2008	92,963	32,427	1,346,400	1,471,790	1,471,790	1,471,790	0
2007	69,951	28,394	1,346,400	1,444,745	1,444,745	1,444,745	0
2006	69,951	26,559	463,760	560,270	560,270	560,270	0
2005	71,440	27,735	374,000	473,175	473,175	473,175	0
2004	72,880	28,698	344,080	445,658	445,658	445,658	0
2003	72,880	30,010	329,120	432,010	432,010	432,010	0
2002	72,880	30,838	329,120	432,838	432,838	432,838	0
2001	72,880	32,148	329,120	434,148	434,148	434,148	0
2000	72,880	11,362	269,280	353,522	353,522	353,522	0
1999	72,880	11,780	269,280	353,940	353,940	353,940	0
1998	48,700	12,110	269,280	330,090	330,090	330,090	0
1997	49,676	12,567	263,296	325,539	325,539	325,539	0
1996	45,160	12,857	263,296	321,313	321,313	321,313	0
1995	45,160	13,313	263,296	321,769	321,769	0	321,769
1994	45,160	13,645	263,296	322,101	322,101	0	322,101
1993	45,160	14,060	263,296	322,516	322,516	0	322,516
1992	45,160	14,392	263,296	322,848	322,848	0	322,848
1991	45,160	14,847	258,016	318,023	318,023	0	318,023
1990	45,186	15,138	235,293	295,617	295,617	0	295,617
1989	45,186	15,594	234,560	295,340	295,340	0	295,340

Parcel Sales History

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There are no sales to display for this parcel.

This page has been visited 190,437 times.

Monroe County Property Appraiser
 Scott P. Russell, CFA
 P.O. Box 1176 Key West, FL 33041-1176



Scott P. Russell, CFA
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record Card -

Maps are now launching the new map application version.

Website tested on IE8,
IE9, & Firefox.
Requires Adobe Flash
10.3 or higher

Alternate Key: 8757808 Parcel ID: 00072082-001400

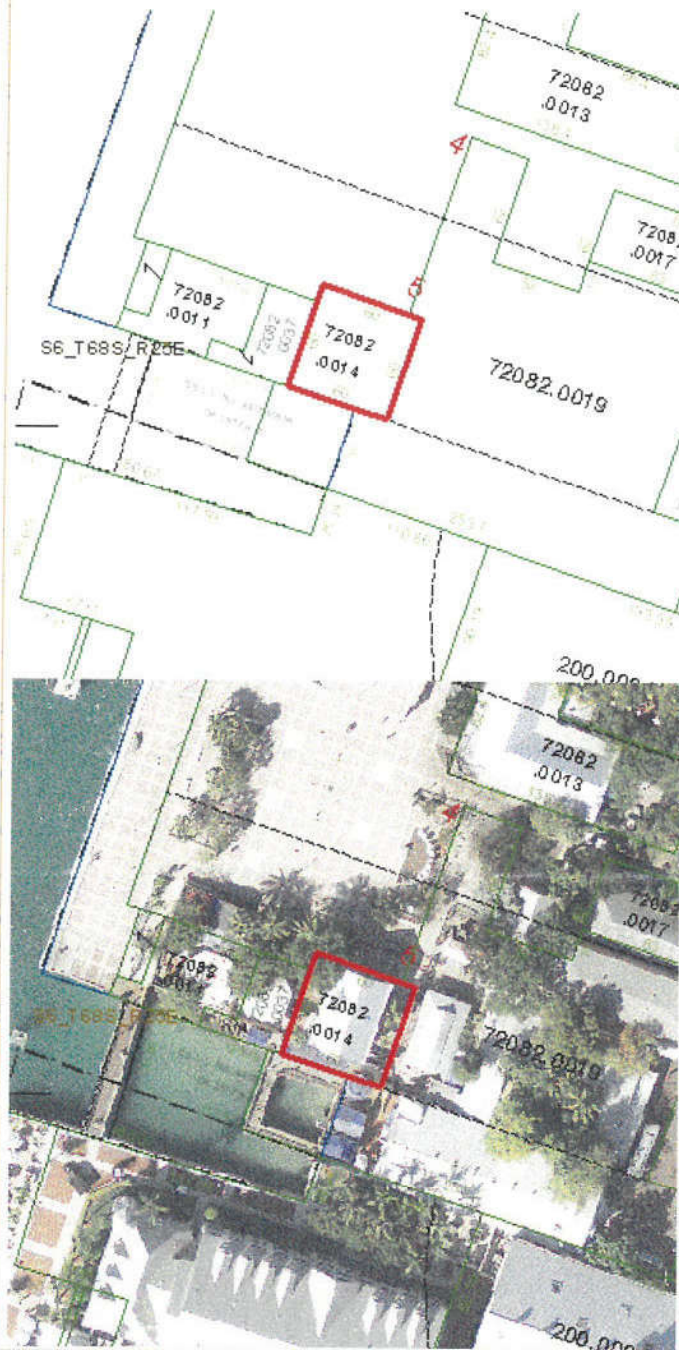
Ownership Details

Mailing Address:
CITY OF KEY WEST
PO BOX 1409
KEY WEST, FL 33041-1409

Property Details

PC Code: 77 - CLUBS,LODGES (PC/LIST)
Millage Group: 10KW
Affordable Housing: No
Section-Township-Range: 06-68-25
Property Location: 10 MALLORY SQUARE KEY WEST
Legal Description: (OLD ISLAND RESTORATION FOUNDATION INC LEASE) G64-274/275

Click Map Image to open interactive viewer



Exemptions

Exemption	Amount
12 - NON-PROFIT	1,963,120.00

Land Details

Land Use Code	Frontage	Depth	Land Area
100D - COMMERCIAL DRY	60	60	3,600.00 SF

Building Summary

Number of Buildings: 1
 Number of Commercial Buildings: 1
 Total Living Area: 1080
 Year Built: 1938

Building 1 Details

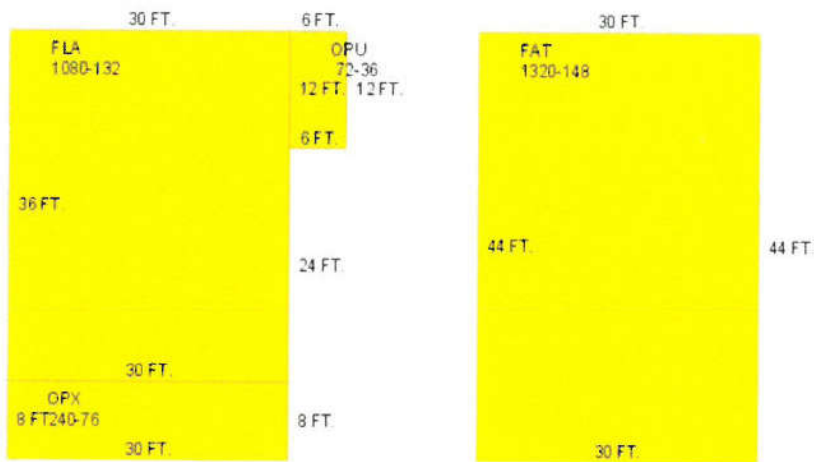
Building Type	Condition E	Quality Grade 500
Effective Age 19	Perimeter 132	Depreciation % 23
Year Built 1938	Special Arch 0	Grnd Floor Area 1,080
Functional Obs 0	Economic Obs 0	

Inclusions:

Roof Type	Roof Cover	Foundation
Heat 1	Heat 2	Bedrooms 0
Heat Src 1	Heat Src 2	

Extra Features:

2 Fix Bath 0	Vacuum 0
3 Fix Bath 0	Garbage Disposal 0
4 Fix Bath 0	Compactor 0
5 Fix Bath 0	Security 0
6 Fix Bath 0	Intercom 0
7 Fix Bath 0	Fireplaces 0
Extra Fix 4	Dishwasher 0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	OPX		1	1988					240

2	FLA	1	1988	1,080
3	OPU	1	1988	72
4	FAT	1	1988	1,320

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	15962	OPX	100	N	N
	15963	TOURIST ATTRAC-B-	100	Y	Y
	15964	OPU	100	N	N
	15965	FAT	100	N	N

Exterior Wall:

Interior Finish Nbr	Type	Area %
5492	AB AVE WOOD SIDING	100

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	PT2:BRICK PATIO	420 SF	60	7	1979	1980	1	50
2	PT2:BRICK PATIO	77 SF	11	7	1979	1980	2	50

Appraiser Notes

MALLORY SQUARE-- OLD ISLAND RESTORATION-HOSPITALITY HOUSE- #10 MALLORY SQUARE TPP 8610696 - OLD ISLAND RESTORATION FOUNDATION (EXEMPT)

Building Permits

Bldg Number	Date Issued	Date Completed	Amount	Description	Notes
B942155	06/01/1994	12/01/1994	3,400		REPAIRS & MODIFICATIONS
B953897	11/01/1995	12/01/1995	2,500		REPAIRS
9700923	03/01/1997	12/01/1997	1,960		ROOF REPAIRS
0103340	10/24/2001	12/04/2001	18,000		RENOVATIONS/HANDICAP RAMP
0103340	12/10/2001	09/10/2002	18,000		ELECTRICAL

Parcel Value History

Certified Roll Values.

[View Taxes for this Parcel.](#)

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2014	206,593	1,323	1,755,072	1,962,988	1,852,149	1,962,988	0
2013	206,593	1,323	1,475,856	1,683,772	1,683,772	1,683,772	0
2012	217,326	1,323	1,475,856	1,694,505	1,694,505	1,694,505	0

2011	217,326	1,323	1,475,856	1,694,505	1,575,255	1,694,505	0
2010	228,058	1,323	1,363,968	1,593,349	1,432,050	1,593,349	0
2009	228,058	1,390	1,607,400	1,836,848	1,301,864	1,836,848	0
2008	228,058	1,455	954,000	1,183,513	1,183,513	1,183,513	0
2007	166,054	1,522	954,000	1,121,576	1,121,576	1,121,576	0
2006	166,054	1,587	504,000	671,641	671,641	671,641	0
2005	167,963	1,654	396,000	565,617	565,617	565,617	0
2004	171,775	1,721	360,000	533,496	533,496	533,496	0
2003	171,775	1,786	295,200	468,761	468,761	468,761	0
2002	171,775	1,853	295,200	468,828	468,828	468,828	0
2001	163,383	1,918	295,200	460,501	460,501	460,501	0
2000	163,383	635	187,200	351,218	351,218	351,218	0
1999	163,383	657	187,200	351,240	351,240	351,240	0
1998	108,922	677	187,200	296,799	296,799	296,799	0
1997	108,922	699	180,000	289,621	289,621	289,621	0
1996	99,020	720	180,000	279,740	279,740	279,740	0
1995	99,020	741	180,000	279,761	279,761	279,761	0
1994	99,020	762	180,000	279,782	279,782	279,782	0
1993	99,020	784	180,000	279,804	279,804	279,804	0
1992	99,020	805	180,000	279,825	279,825	279,825	0
1991	99,020	826	180,000	279,846	279,846	279,846	0
1990	99,020	848	188,100	287,968	287,968	287,968	0
1989	99,020	868	187,200	287,088	287,088	0	287,088

Parcel Sales History

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There are no sales to display for this parcel.

This page has been visited 190,448 times.

Monroe County Property Appraiser
 Scott P. Russell, CFA
 P.O. Box 1176 Key West, FL 33041-1176



Scott P. Russell, CFA
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record Card -

Maps are now launching the new map application version.

Website tested on IE8,
IE9, & Firefox.
Requires Adobe Flash
10.3 or higher

Alternate Key: 8801131 Parcel ID: 00072082-003700

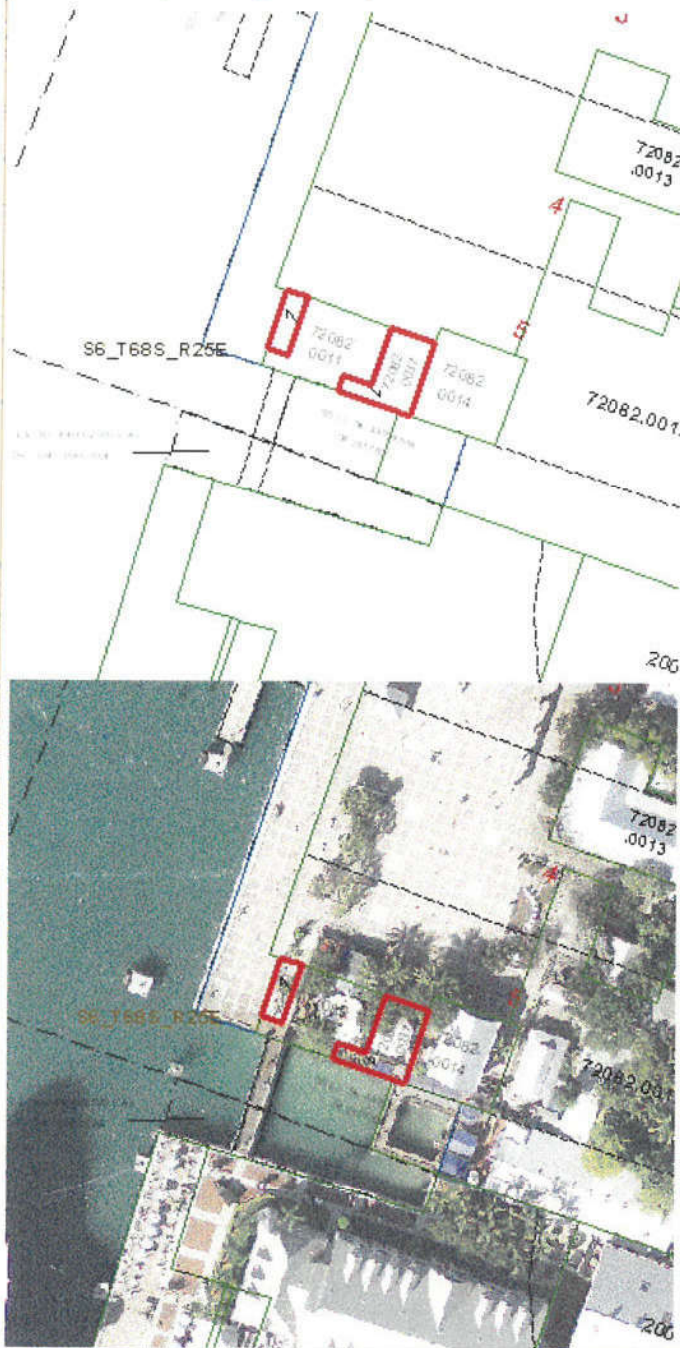
Ownership Details

Mailing Address:
CITY OF KEY WEST
PO BOX 1409
KEY WEST, FL 33041-1409

Property Details

PC Code: 21 - RESTAURANTS & CAFETERIAS
Millage Group: 10KW
Affordable Housing: No
Section-Township-Range: 06-68-25
Property Location: PT OF MALLORY SQ VACANT LAND KEY WEST
Legal Description: (TROPICAL SHELL AND GIFT INC LEASE DATED 2/20/85) G64-274/275

Click Map Image to open interactive viewer



Land Details

Land Use Code	Frontage	Depth	Land Area
100W - COMMERCIAL WATERFRON	0	0	2,038.00 SF
100D - COMMERCIAL DRY	0	0	774.00 SF

Building Summary

Number of Buildings: 1

Number of Commercial Buildings: 1
 Total Living Area: 625
 Year Built: 1950

Building 1 Details

Building Type
 Effective Age 22
 Year Built 1950
 Functional Obs 0

Condition A
 Perimeter 100
 Special Arch 0
 Economic Obs 0

Quality Grade 350
 Depreciation % 26
 Grnd Floor Area 625

Inclusions:

Roof Type
 Heat 1
 Heat Src 1

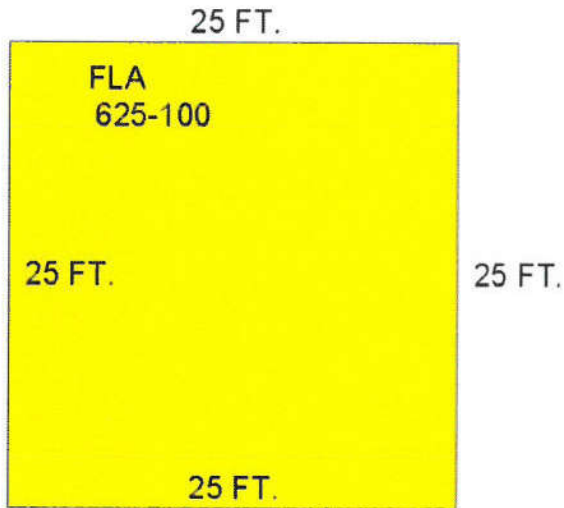
Roof Cover
 Heat 2
 Heat Src 2

Foundation
 Bedrooms 0

Extra Features:

2 Fix Bath 1
 3 Fix Bath 1
 4 Fix Bath 0
 5 Fix Bath 0
 6 Fix Bath 0
 7 Fix Bath 0
 Extra Fix 1

Vacuum 0
 Garbage Disposal 0
 Compactor 0
 Security 0
 Intercom 0
 Fireplaces 0
 Dishwasher 0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA		1	1950					625

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	16369	VACANT COMM	100	N	N

Exterior Wall:

Interior Finish Nbr	Type	Area %
5644	REIN CONCRETE	100

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	UB2:UTILITY BLDG	660 SF	0	0	1949	1950	1	50
2	FN2:FENCES	560 SF	140	4	1999	2000	2	30
3	WD2:WOOD DECK	216 SF	24	9	1999	2000	1	40

Building Permits

Bldg Number	Date Issued	Date Completed	Amount	Description	Notes
9600712	02/01/1996	08/01/1996	2,000		ELECTRIC PERMIT
9999999	11/05/1999	11/05/1999	1		REMODEL TO RESTAURANT
9903174	10/25/1999	12/21/1999	3,000		INSTALL 10 NEW FIXTURES
9903174	09/16/1999	12/21/1999	3,000		REMODELING
9802425	08/10/1998	12/21/1999	2,800		FENCE
9903522	10/29/1999	12/21/1999	3,800		DECK
0103146	09/14/2001	12/04/2001	4,850		NEW COUNTER
0102798	09/17/2001	12/04/2001	6,000		NEW ELECTRICAL/200 AMP

Parcel Value History

Certified Roll Values.

[View Taxes for this Parcel.](#)

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2014	47,928	3,967	1,988,673	2,040,568	1,912,044	0	2,040,568
2013	110,868	4,088	1,684,691	1,799,647	1,738,222	0	1,799,647
2012	110,868	4,177	1,465,157	1,580,202	1,580,202	0	1,580,202
2011	113,477	4,279	1,465,157	1,582,913	1,508,597	0	1,582,913
2010	113,477	4,387	1,253,588	1,371,452	1,371,452	0	1,371,452
2009	114,781	4,489	1,357,336	1,476,606	1,368,594	0	1,476,606
2008	117,390	4,577	1,122,210	1,244,177	1,244,177	0	1,244,177
2007	87,389	4,699	1,122,210	1,214,298	1,214,298	0	1,214,298
2006	87,389	4,787	424,250	516,426	516,426	0	516,426
2005	70,700	4,890	339,890	415,480	415,480	0	415,480
2004	72,302	4,997	311,770	389,069	389,069	0	389,069
2003	72,302	5,100	287,648	365,050	365,050	0	365,050
2002	72,302	5,188	287,648	365,138	365,138	0	365,138
2001	72,302	5,310	287,648	365,260	365,260	0	365,260

Project Analysis Mallory Square Major Development Plan

Summary:

The proposed development includes areas which have been defined based on leasehold areas within the larger context of Mallory Square. Mallory Square has evolved from a historic industrial waterfront into an important cruise ship port and public plaza which includes several historic and non-historic commercial and culturally oriented buildings, monuments, memorials, sculpture gardens, deep water ship berth, and multiuse open space.

The evenings are characterized by the vibrant sunset celebrations, consisting of performers and commercial retail and food vendors; this nightly event occupies the waterfront portion of the community park is an internationally famous event showcasing the quirky, artistic and nature loving traits of Key West. This celebration attracts tens of thousands of visitors annually.

The project proposes to rebuild an existing restaurant to comply fully with ADA and FEMA requirements and create ADA access to the historic Hospitality House. A portion of an existing cable tank will be preserved and incorporated into the restaurant seating area as feasible. Completion of the project will result in improvements to existing active outdoor recreation, increases in landscaping, reductions in impervious surface, improved storm water management and open space provisions, additional public restrooms, significant rental income to the City, and a long overdue rehabilitation of the critically important Waterfront Park and tourist destination at of Mallory Square. The project will use the Historic Hospitality House as a museum. It will build a park and green space. It will preserve the historic elements of the cable tank and will rebuild and re-use the existing non-conforming restaurant.

The project is on publicly owned land (Mallory Square). The structure will comply with FEMA elevation requirements. The flood zone was officially and legally corrected after engineers and Tropical Soup petitioned FEMA to modify it in order to allow the re-construction of the proposed restaurant. No variances are being requested. This project is being built with private funds but will become the property of the City of Key West.

Analysis:

The following is a complete analysis of the proposed project including development plan review and approval criteria.

Existing development is depicted in attached surveys and plans, including:

- Size of site
- Buildings
- Structures
- Parking
- FEMA flood zones
- Topography
- Easements
- Utility locations
- Existing vegetation
- Existing stormwater
- Adjacent land uses
- Adjacent buildings
- Adjacent driveways

Proposed development is depicted in attached plans prepared by licensed engineers and architects, including:

- Buildings
- Setbacks
- Parking:
- Driveway dimensions and material
- Utility locations
- Garbage and recycling
- Signs
- Lighting
- Project Statistics
- Building Elevations
- Height of buildings
- Finished floor elevations
- Height of existing and proposed grades
- Drainage plan
- Landscape Plan

Title block (Sec. 108-227)

Name of development:	Mallory Fish Company and Mallory Steamship Company Museum
Owner/developer:	City of Key West/ Tropical Soup Corp.
Scale:	"To-scale" Architectural and Engineering plans provided
Preparation and revision dates:	As noted on plans
Location:	Mallory Square

Key persons and entities involved in this project are as follows:

Owner:	City of Key West
Authorized Agent:	Tropical Soup Corporation & Trepanier & Associates, Inc.
Architect:	Seth Neal
Surveyor:	Frederick H. Hildebrandt, Inc
Landscape Architect:	Tyler Nielsen- Nielsen Landscape Architects
Attorney:	Van Fischer, Esq.
Legal and Equitable Owners:	City of Key West

Solutions Statement:

The proposed development is consistent with the LDRS and the Comprehensive Plan and is not anticipated to cause conflict in relation to existing facilities.

Mallory Square is a large parcel; the proposed redevelopment is located on a small portion, hereinafter referred to as the "leasehold". The leasehold currently contains a restaurant built around and including the structurally compromised cable tank. The original cable tank was modified through the years and has multiple non-contributing elements, including a cover/roof. The project will remove the non-contributing elements and allow the contributing historic structure to be reborn through adaptive reuse. The applicant is seeking to convert the structure into a new FEMA-compliant restaurant with a mix of indoor and outdoor café style seating. The historic cable tank will be incorporated into the new design. The new proposed structure will comply with the Base Flood Elevation in the AE flood zone. A "Dark Sky" lighting scheme will be employed along with energy efficient lighting and water saving features. A recycling program will be implemented. The project will comply with F.S. 255.2575(2) as confirmed through an accepted 3rd party environmental standard. The project will result in a decrease in impervious surface, an increase in landscaping, open space and improved storm water management.

The property has an existing restaurant with 2,344 sq. ft. of consumption area. The existing consumption area permits 156 seats. The redeveloped restaurant seeks a future operation of 240 seats. However, under a literal interpretation of the existing LDRs only 156 seats may be permitted at this time. Therefore, we seek approval of a proposed 240 seats, with the condition that no more than 156 may be used until such time that an expansion to the full 240 may be permitted under the code.

The future consumption area (~1,260 sq. ft.) will require 28 parking spaces (1 space / 45 sq. ft.). There is sufficient existing undedicated parking capacity located on the property Mallory Square to accommodate the proposed expansion. Mallory Square accommodates an approximately 100-space parking lot, of which, only 1 space which is currently dedicated for a specific use⁴. The zoning for Mallory Square is HPS. As such, the retail and restaurant use that comprise most of Mallory Square are not permitted under the code. We have been pointing out this illogical inconsistency in the City's Zoning districts for ten years.

Site Data Table:

Site Data	Permitted/ Required	Existing	Proposed	Compliance
Site Size	Not applicable	154,988 sf	No Change	<i>Complies</i>
Zoning	HPS	HPS	No Change	<i>Complies</i>
F.A.R.	1.0	0.25 (38,795 sf)	0.28 (43,910 sq. ft.)	<i>Complies</i>
Max Height	25ft	28ft 8in	No Change ¹	<i>Complies</i>
Building Coverage	40% (61,995 sq. ft.)	21% (33,162 sq. ft.)	29% (44,264 sq. ft.)	<i>Complies</i>
Impervious Area	50% (77,494 sq. ft.)	91% (140,815 sq. ft.)	91% (140,780 sq. ft.)	<i>Complies</i>
Landscape Area	20% min. (30,997 sq. ft.)	9% (14,173 sq. ft.)	9% (14,208 sq. ft.)	<i>Complies</i>
Open Space	20% min (30,997 sq. ft.)	9% (14,173 sq. ft.)	9% (14,208 sq. ft.)	<i>Complies</i>
Consumption Area	Legal Nonconforming	2,344 sq. ft.	No Change	<i>Complies</i>
Setbacks: CCCL	30ft	12ft	30ft	<i>Complies</i>
Front	20ft	20ft	No Change	<i>Complies</i>
South Side	15ft	0ft	No Change	<i>Complies</i>
North Side	15ft	15ft	No Change	<i>Complies</i>
Rear	20ft	20ft	No Change	<i>Complies</i>
Parking	N/A	100	No Change	<i>Complies</i>

Other Project Information (Sec. 108-230):

- The target date for commencement shall follow entitlement approvals as quickly as possible.
- Construction is targeted to begin within 6 months of this development approval and expected to be complete within 14 months of commencement.
- The proposed buildings will comply with all flood and FEMA-related requirements.
- Art in Public Places – Construction cost is estimated at \$600,000. Project anticipates a Mural or mosaic at landscape bed area approximately 6' high by 30', a sculpture at Parcel 1 closest to water approx. 4'x10', and a sculpture at 54' location in front of Hospitality House of size TBD.

Intergovernmental Coordination (Sec. 108-232):

Required intergovernmental coordination shall be handled within the DRC process.

Schedule and Process:

The development approval schedule progressed as follows:

- 01/24/10 City of Key West (“City”) issues RFP for Cable Hut and Hospitality House
- 05/18/10 City awards RFP to Tropical Soup Corporation pursuant to Res No. 10-167.
- 10/04/10 Tropical Soup makes application to the City for Major Conditional Use approval.
- 01/20/11 City’s Planning Board finds the use is not abandoned and recommends approval of the Major Development Plan to the City Commission pursuant to Res. No. 2011-002.
- 06/20/11 Appeal of the Planning Board Decision filed by Tannex Corporation .
- 08/02/11 Further approval action postponed by the City pending appeal outcome.
- 02/09/12 Appeal of Circuit Court Ruling is denied by the 3rd District Court of Appeals. City of Key West and Tropical Soup win again.
- 02/13/12 Order from Circuit Court upholding decision of Planning Board. City and Tropical Soup win.
- 02/20/13 City Commission denies Major Development Plan application based on mass and scale.
- 04/10/13 City of Key West and Tropical Soup Corporation begin meeting to identify objectionable issues related to the first design proposal.
- 08/30/13 Tropical Soup begins redesign of the project pursuant to comments of the City Commission and meetings with City staff.

¹ New pavilion will be under 15ft above average site grade for Mallory Square

- 06/04/14 Tropical Soup and City, jointly, apply to for a FEMA flood map revision to analyze the flood zone. The goal being to change the flood zone to allow the structure to be built on the ground thereby reducing the mass and scale.
- 10/15/14 FEMA issues a Letter of Map Revision converting the property from a "V"-zone to an "AE" zone, thereby permitting a proposed structure to be built on ground level. Effective date of LOMR: 2/26/15.
- 03/02/15 Tropical Soup submits revisions to the City based on reduced mass and scale.
- 04/01/15 Tropical Soup makes application to the City for Major Development Plan approval based on reduced mass and scale.
- 04/23/15 City Development Review Committee provides staff review & technical comments.
- 06/09/15 City Tree Commission provides conceptual approval of the project.
- 04/28/16 DRC meeting. Tropical Soup points out that there are ongoing significant negative financial, and reputational damages to the City and Mallory Square with the existing blighted area and continuing deterioration of historic properties.
- 08/01/16 After consultation with City staff, alternate Plans developed to eliminate need for variances.
- 10/20/16 Planning Board Meeting Major Development Plan approved.
- 12/12/16 Tropical Soup, its architects and artist make Art in Public Places conceptual proposal.
- 12/14/16 HARC meeting. Demolition Plan denied. Major Development Plan not heard due to denial of demolition.
- 01/17/17 Meeting with HARC staff regarding new smaller design with enclosed kitchen in new pavilion and preservation of cable tank – HARC staff expressed dissatisfaction with the plan. Meeting with City FEMA coordinator and CBO. Discussions relating to the City's interpretation of historic features of the West Cable Tank and the applicability of FEMA regulations to its restoration.
- 01/23/17 HARC Staff rejects new design with enclosed kitchen.
- 03/01/17 Application with new even smaller design with kitchen/bar combination, in response to staff input, including plan for restoration of the West Cable Tank timely submitted to HARC staff for the April meeting.
- 05/23/17 Design denied by HARC. New design rehabilitates and adaptively re-uses existing restaurant kitchen. Design rehabilitates Hospitality House and minimizes obstructions and impediments to the Key West harbor and sunset view. No suggestions made about how the project could comply with the board's interpretation of the guidelines.
- 08/30/17 Appeal of HARC denial argued before Special Magistrate. Special Magistrate decides in Tropical Soup's favor. Certificate of Appropriateness ordered
- 10/18/17 Special Magistrate signs order finding that HARC decision improperly denied the project and was in error. 11/15/2017 City seeks a clarification and narrowing in scope of Special Magistrate decision. 11/17/2017 City legal staff files writ of Certiorari requesting Circuit Court review of Special magistrate decision.
- 11/20/17 Tropical Soup applies with updated landscape plans for the December 12 Tree Commission agenda.
- 11/28/17 City files a 22-page appeal of the Special Magistrate's order, requesting review by the Circuit Court and litigating against the project.
- 01/10/18 City requests Circuit Court relinquish jurisdiction back to Special magistrate so that he may re-hear the case.
- 02/28/18 City requested re-hearing and clarification of the Special Master's decision of August 2017. Special Magistrate finds the same facts.
- 03/05/18 Special Magistrate signs order affirming his previous decision of August 30, 2017 and his previous order of October 18, 2017 that a Certificate of Appropriateness be issued.
- 03/13/18 Final landscape plan approved by City tree Commission.

- 03/13/18 Tree Commission (final approval)
- 08/20/18 Planning staff write executive summary recommending approval of development plan.
- 08/27/18 City files a motion requesting reinstatement of jurisdiction with the Circuit Court.
- 09/05/18 Development Plan on City Commission agenda. Postponed at request of the City Attorney.
- 10/02/18 Development Plan on City Commission agenda. Postponed at request of the City Attorney.
- 10/16/18 Development Plan on City Commission agenda. Postponed at request of the City Attorney.
- 12/04/18 Development Plan on City Commission agenda. Postponed at request of the City Attorney.
- 12/06/18 Circuit Court hearing on City's appeal 1/15/2019 Development Plan on City Commission agenda. Postponed at request of the City Attorney.
- 02/20/19 Development Plan on City Commission agenda. Postponed at request of the City Attorney.
- 03/04/19 Circuit Court issues order denying City appeal. Special Magistrate order and HARC approval stand.
- 04/02/19 Planning staff write executive summary recommending approval of development plan.
- 05/07/19 Development Plan on City Commission agenda. Planning Director writes letter stating that development plan should be reviewed by Planning Board again.
- 09/04/19 Board of adjustment refers development plan back to planning board to be heard again.
- 10/17/19 Planning Board meeting; smaller plan approved again.
- 11/04/19 Tropical Soup requests lease for space be placed on Commission agenda.

Appearance, design, and compatibility (Section 108-234):

This development plan satisfies criteria established in Chapter 102; Articles III, IV and V of Chapter 108; Section 108-956; and Article II of Chapter 110 of the Key West City Code in the following manner:

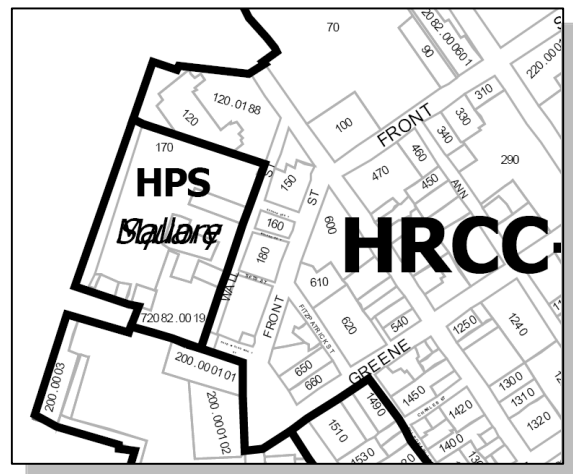
- Chapter 102 – This property is located within the Historic District and will go through all appropriate HARC approvals as necessary.
- Articles III, IV and V of Chapter 108 – As demonstrated by the site plan, trip generation analysis, and the site data calculations, the project complies with the requirements of the Articles.
- Chapter 110 – As demonstrated in this application, the proposed development complies with the resource protection requirements of Chapter 110.

Site Location and Character of Use (Section 108-235):

(a) Compliance. This development plan complies with the requirements set forth in the Key West City Code as they pertain to Concurrency Management, Outdoor Displays and Nuisances, Resource Protection, Signs, and Articles I and III to IX of Chapter 108 of the Key West City Code.

(b) Vicinity Map.

(c) Land Use Compatibility. The project site is located in the Historic Public and Semipublic Services District (HPS) zoning district. The historic public and semipublic services district (HPS) is established to implement comprehensive plan policies for areas designated "HPS" on the future land use map. The HPS district shall accommodate existing public and semipublic services.



Surrounding Zoning and Uses:	
North:	HPS: Restaurant, theatre, tourist and retail shops
West:	C-OW: Open water leading to Key West Harbor
East:	HRCC1: Restaurants, hotels and retail
South:	HPRD: Restaurants, hotels, retail, transient rentals, and residential

(d) Historic and archeological resource protection. The site located within the Historic District. Any archeological resources will be protected as required.

(e) Subdivision of Land. No subdivisions are anticipated.

Location and screening of mechanical equipment, utility hardware and waste storage areas (Section 108-279):

All mechanical equipment will be located appropriately and screened per HARC approval and in compliance with Section 108-279. The applicant has also attempted to get the City to screen the adjacent OMI lift station.

Appearance of Site and Structures (Sec. 108-236):

Attached site plan complies with Sections 108-278 through 108-288 of the Key West City Code. (See below.)

Site Plan (Sec. 108-237):

Site plan of proposed development drawn consistently with Sec. 108-237 is attached.

Architectural Drawings (Sec. 108-238):

All architecture or engineering designs were prepared and sealed by a professional architect or engineer registered in the state pursuant to F.S. Ch. 471 and 481, respectively, consistent with the provisions of this Section.

Site Amenities (Sec 108-239):

The attached site plan includes existing and proposed amenities which are required to comply with appearance, design and compatibility regulations outlined in chapter 102; articles III, IV and V of this chapter; section 108-956; and article II of chapter 110.

Site Survey (Sec 108-240):

Survey of the site is attached.

Soil Survey (Sec 108-241):

Soil surveys are not anticipated as part of this project.

Environmentally Sensitive Areas (Sec. 108-242):

No environmentally sensitive areas exist on this site. This project is not located within an environmentally sensitive area however it is adjacent to the Key West Harbor. As such, significant improvements have been made to the storm water management system in and around the leasehold which are anticipated to improve near shore water quality.

Land clearing, excavation and fill, tree protection, landscaping and irrigation plan (Sec. 108-243):

Some demolition of existing structures is proposed (see attached site plans) but no clearing is proposed as anticipated in Sec. 108-243. A landscape plan shall be approved consistent with code requirements.

On-site and off-site parking and vehicular, bicycle, and pedestrian circulation (Sec. 108-244):

The subject property lies within the Historic Commercial Pedestrian Area. Pursuant to Key West Code Sec. 108-73, "No additional off-street parking shall be required within the historic commercial pedestrian-oriented area if a commercial structure is the subject of a change from one type of commercial use to another type of commercial use, so long as no additional or expanded floor area is created."

Mallory Square is located within the heart of the Historic Commercial Pedestrian-Oriented Area. The existing and proposed restaurant are only accessible by pedestrians, bicyclists and other ambulatory-assistive vehicles. Mallory Square contains a 100-space parking lot, of which only 1 space is dedicated for a specific commercial use.

- Number, location and size of automobile and bicycle spaces: Mallory Square has a 100-space parking lot operated by the City. This development does not change the parking requirement of Mallory for either autos or bicycles.
- Handicapped spaces: This proposal does not include automobile parking provisions in excess of that currently provided for Mallory Square. The Applicant assumes the City-run Mallory Square parking lot complies with ADA requirements for handicapped spaces.
- Curbs or wheel stops around landscaping: Landscape protections are provided as depicted in the attached landscape plan
- Type of pavement: Pavement to match existing materials located at Mallory Square, please see attached plans.

Remaining development consists of improvement to public spaces; therefore, no additional parking is required for the project. Therefore, no on or off- site parking is required or proposed with this development approval.

Housing (Sec 108-245):

This project includes no residential development and therefore shall have no impact on hurricane evacuation.

Economic Resources (Sec 108-246):

The project is estimated to cost \$600,000 to construct and once constructed it is anticipated to generate \$23,666.00 in new annual Ad Valorem taxes, \$450,000.00 in new annual sales taxes, and \$350,000.00 average annual rent payment (base rent only) over the 10-yr life of the lease.

Special Considerations (Sec 108-247):

The proposal complies with the goals, objectives and policies of the comprehensive plan and as demonstrated by this and the concurrency analysis there are no conflicts with the existing public facilities, such as wastewater treatment and transportation. This project complies with all City land use plans, objectives and policies. No State or Federal submerged lands permits are required for construction.

Construction Management Plan and Inspection Schedule (Sec 108-248):

The purpose of this Construction Management Plan is to provide a consistent policy under which certain physical aspects of construction management will be implemented. The elements contained in this document are related to the development process.

These standards cannot anticipate all situations. They are intended to assist, but not to substitute for competent work by design and construction professionals. The Plan does not intend to limit any innovative or creative efforts that could result in better quality, greater cost savings, or both. Any proposed departure from this plan will be judged on the likelihood that such variance will produce a comparable result, adequate for the user over the duration of the improvement/ project.

Applicability - This plan shall govern the construction and development of the project.

Definitions and Terms:

Construction Management Plan – A Construction Management Plan is a combination of diagrams, documents, drawings, and specifications that clearly define the steps that will be taken to demonstrate how the impacts to the community will be minimized. How the impacts associated with any construction project will be managed. Herein described as “Plan” throughout the remainder of this plan.

Construction Mitigation Officer – An appointed employee of the contractor whose charge is to ensure that all aspects of a Construction Management Plan are followed, and to further ensure that the impacts associated with construction activities within the site are effectively managed and impacts associated with the project is the least necessary to accomplish the project.

Disturbance Area – A portion of land where topsoil or native soils have been removed for purposes of construction (development).

Best Management Practices (BMP’s) – Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the state. BMP’s also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, waste disposal, or drainage from material storage.

Tree Dripline and Protection Zone - Use the longest branch of the tree as a radius from the center of the tree and make a circle. The circle is then defined as the dripline and thus is the tree protection zone.

Final Stabilization – Uniform vegetative cover has been re-established.

Project Location

Disturbance Area - The disturbance area is depicted on the associated proposed site plan.

Location - A project vicinity map is depicted on the associated proposed site plan.

Description - See associated Community Impact Assessment Statement for full description and details

Project Documentation

Permits - The contractor shall maintain all applicable local, state and federal licenses and permits that apply to the construction project.

Public Notice - Compliance with any and all required public notifications shall be met.

Project Signage - A project sign shall be constructed and posted that identifies, at a minimum, the property owner, contractor, developer, architect, engineer and land use planner.

Project Implementation

Dates of Construction - Dates of construction is expected to commence immediately following project approval

Hours of Operation - Construction hours shall comply with all applicable City Ordinances.

Construction Phasing – Project is a single phase.

Adjoining Properties - No person shall excavate on land close enough to a property line to endanger any adjacent public street, sidewalk, and alley, other public or private property, or easement, without supporting and protecting the property from any damage that might result from construction operations.

Fencing - All construction areas shall have a non-removable construction fence or other approved device securely placed around the areas to be protected.

Public Health, Safety and Welfare - The construction project shall uphold respect to public health and welfare.

Natural Environment - Project construction shall be oriented to minimize harm to all aspects of the property's natural environment. Wetlands shall be protected pursuant to best management practices.

Parking Management

Parking - The contractor shall maintain continuous emergency vehicle access, on and around site, including but not limited to police, fire, and ambulance services. This includes projects adjacent to roads and alleys.

Staging - The project shall accommodate construction staging areas on site.

Construction Trailers, Storage and Waste - Construction trailers, job materials storage, portable restrooms, waste management and recycling containers shall be stored on private property and not within ROW, without the required approvals.

Traffic Control

General - All traffic control operations shall be managed by the designated traffic control supervisor.

Haul Routes - Project haul routes shall be oriented to minimize traffic congestion and maximize pedestrian safety.

Sediment and Erosion Control

Requirements - The project shall employ Best Management Practices, which will minimize erosion and sediment transport. Stockpiles must be protected with erosion control devices. County and near shore water inlets, gutters, swales and irrigation ditches shall be protected with erosion control devices and such protection maintained for the duration of the project.

Emissions

General - All vehicles and equipment used on site will be properly maintained such that the engines will function within manufacture's standards or parameters.

Noise Suppression

General - The noise limit for construction shall comply with any and all requirements of the County Code. All construction equipment shall be adequately muffled and maintained to minimize project noise.

Truman Waterfront Port Facilities (Sec 108-249):

This project is not located at the Truman Waterfront Port

SITE PLAN

Scope (Sec 108-276):

This site plan conforms to all applicable sections of land development regulations.

Site Location and Character of Use (Sec. 108-277):

As depicted, the site has sufficient size, adequate specifications, and infrastructure to accommodate the proposed use. The infrastructure and site plan improvements are designed to mitigate potential adverse impacts of the proposed use.

Appearance of Site and Structures (Sec. 108-278):

This applications development plan exhibits harmonious overall design characteristics in compliance with the performance standards stipulated in sections 108-278 through 108-288.

Location and screening of mechanical equipment, utility hardware and waste storage areas (Section 108-279):

All mechanical equipment and utility hardware will be appropriately screened. All waste storage areas will be screened from adjacent properties. Solid waste will be hauled to the existing dumpsters that service Mallory Square uses located in the onsite parking lot.

Front-end loaded refuse container requirements (Sec. 108-280):

Waste and recycling area is proposed in the East corner of the lease hold, these will be serviced by staff and rolled to the Mallory Square service dumpsters located in the parking lot.

Roll-off Compactor Container location requirements (Sec. 108-281):

NA - No new roll-off containers are proposed as part of the operation of the restaurant.

Utility lines (Section 108-282):

Utility lines shall comply with the requirements of Sec. 108-282.

Commercial and manufacturing activities conducted in enclosed buildings (Section 108-283):

All commercial-retail activities will take place within an enclosed building. No outdoor storage or display is proposed.

Exterior Lighting (Section 108-284):

All proposed lighting shall be shielded, and lighting sources shall be arranged to eliminate glare from roadways and streets and shall direct light away from properties lying outside the district. Shielding of lighting elements shall be accomplished by using directional fixtures or opaque shades.

Signs (Section 108-285):

Proposed signage will be harmonious with the design theme of the project, will be aesthetically pleasing and reinforce good principles and practices of design. All signage requires HARC approval pursuant to the LDRs.

Pedestrian sidewalks (Section 108-286):

No new sidewalks are proposed.

Loading docks (Section 108-287):

No loading docks are being proposed as part of the Major Development Plan.

Storage Areas (Section 108-288):

No outdoor storage areas are proposed.

Land Clearing, Excavation, and Fill (Sec 108-289):

Any clearing will be in compliance to Sec. 108-289. Existing structures will be demolished, and all debris cleared from site. Site will be graded, and storm water improvements made in preparation for new construction.

Open Space, Screening, Buffers and Landscaping (Article V and VI) of Chapter 108:

The project is located on a small portion of a much larger nonconforming site. The project proposes open space, screening, buffers and landscaping improvements to the leasehold

area as depicted in the plans. The project will improve historic nonconformities. Therefore, based on the long-held practice and policy of the City, no variances or waivers are required due to the proposed improvements to nonconforming open space, screening, buffers and landscaping site conditions and the resulting reduction in nonconformities.

Off-street parking and loading (Article VII):

No improvements to the existing parking or loading area are required or proposed. Parking for restaurants is based on consumption area. No increase to consumption area is proposed.

Storm water and Surface Water Management (Article VIII):

Storm water and surface management will be provided as depicted on the proposed plans.

Flood Hazard Areas- Floodplain Management Ordinance (Section 34-122 through 34-149):

The proposed project is located in the AE10 flood zone² and will comply with all FEMA guidelines.

Utilities (Article IX):

See Concurrency Analysis below.

CONCURRENCY ANALYSIS:

Concurrency Facilities and Other Utilities or Services (Sec. 108-233):

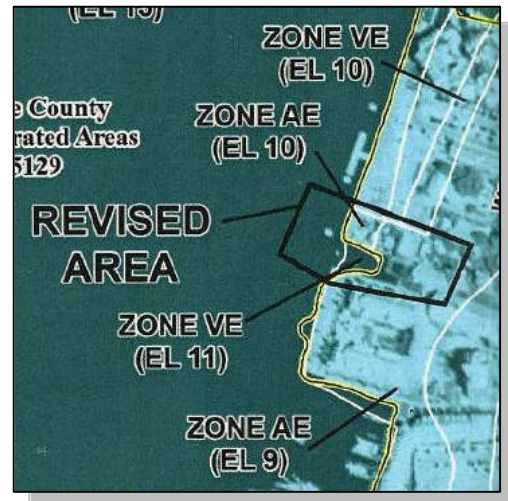
The City's Comprehensive Plan directs the City to ensure that facilities and services needed to support development are available concurrent with the impacts of new development.

The following specific issues are outlined:

1. Potable Water & Sanitary Sewer
2. Recreation
3. Solid Waste
4. Drainage
5. Roads/Trip Generation

The following concurrency analysis reflects the proposed redevelopment of Mallory Square. The site is 154,988 sq. ft. and assumed, for planning purposes, to accommodate 1,000 people per day.

Potable Water & Sanitary Sewer "Planned improvements in potable water and/or wastewater systems required to establish and/or maintain adopted water and wastewater levels of service. System improvements and proposed funding resources required for implementing any improvements required to establish and/or maintain adopted potable water and wastewater system level of service standards³:"



² Letter of Map Revision (LOMR) 2/26/2015

³ The City of Key West's Comprehensive Plan Policy 9-1.5.1: Resolving Concurrency Issues.

Potable Water. Policy 4-1.1.2.C of the City of Key West Comprehensive Plan sets the level of service for potable water at 100 gal/capita/day.

Existing capacity required: 100,000 gal/day
 $100 \text{ gal/capita/day} \times 1,000 \text{ capita} = 100,000 \text{ gal/day}$

Proposed capacity required (measured by floor area): 100,000 gal/day
 $100 \text{ gal/capita/day} \times 1,000 \text{ capita} = 100,000 \text{ gal/day}$

Based on the concurrency management calculation prescribed in the Comprehensive Plan, there is no increase in the proposed capacity required by Key West Comprehensive Plan LOS standards; the Florida Keys Aqueduct Authority has the capacity to continue to supply adequate service to this property. FCAA has constructed facilities on the mainland in Florida City to expand water supply for the Florida Keys. This permitted and constructed improvement enables FCAA to provide over 23 MGD, which will provide sufficient capacity through 2022⁴. Operational in 2011, the recent expansion of the R.O. plant will provide 6.0 MGD, which combined with the 17.0 MGD permitted withdrawal from the Biscayne Aquifer, increased available water supply to 23 MGD for the Florida Keys.

Expanded Florida City R.O. Plant. The Department of Health issued Permit # 150092-007-wc/04 (Exhibit I) on November 14, 2006 to allow for the construction of an expanded reverse osmosis (R.O.) water plant in Florida City. The expanded water plant is designed to treat blended Floridian Aquifer water as an alternative water source to the Biscayne Aquifer. The permit design capacity of the expanded R.O. plant is 6 MGD.

Revised Water Use Permit. The SFWMD issued revised Water Use Permit (WUP) #13-00005-W (Exhibit II) on March 26, 2008, which recognizes the additional blended Floridian Aquifer capacity that will be provided by the expanded R.O. plant. Interim Water Use Allocations in the WUP permit provide FCAA with an allocation of 17.00 MGD (dry season) and 17.79 GPD (wet season) which may be withdrawn from the Biscayne Aquifer and allows FCAA to utilize the Stock Island and Marathon Reverse Osmosis plants for any demands exceeding the interim withdrawal limit, pending completion of the R.O. plant in Florida City. The Stock Island and Marathon R.O. plants have a combined capacity of 3.0 MGD providing an interim WUP water supply of 20.0 MGD during the dry season if needed. Once operational in 2010, the R.O. plant will provide an additional 6.0 MGD, which when combined with the 17.0 MGD permitted withdrawal from the Biscayne Aquifer, will increase available water supply to 23 MGD for the Florida Keys.

The interim allocation of 20 MGD (7,300 MG/year) through 2010 and 23 MGD after 2010 provides ample water supply to support the adopted amendment and allocated growth well beyond 10 years. The "Monroe County 2007 Annual Public Facilities Report" documents historic water use in the Florida Keys. Water demand has fluctuated significantly on an annual basis, however when evaluated over a ten-year period, the data shows an increase in water demand of more than 1 billion gallons over the last 10 years with an annual average increase of approximately 104 MG/year. This increase in demand can be shown in the following calculation:

⁴ Excerpt from Analysis by Kenneth B. Metcalf, AICP, (Greenberg Traurig, P.A.), August 22, 2008.

- 1996 annual water demand = 5,272 MG /year
- 2006 annual water demand = 6,310 MG /year
- Average Annual Increase = $(6,310 \text{ MG} - 5,272 \text{ MG}) / 10 = 103.8 \text{ MG /year}$

Based on the average annual increase of 103.8 MG per year, the interim allocation would be sufficient for an additional 9.5 years of growth beyond 2006 or through 2015 until demand reaches the interim permitted withdrawal of 20 MGD (7,300 MG/year). Since completion of the Florida City facilities, the 23 MGD allocation is available to support yet another 9.5 years of growth. Based on these findings, sufficient permitted water supply is available to meet the needs of the Florida Keys through 2024.

Improvements Schedule/Status. Condition 30 of the WUP provides the R.O. plant and the associated Floridian deep wells that will provide 23 MGD of capacity through 2024:

- DEP Underground Injection and Control permit was obtained on May 21, 2008.
- Construction contracts were required within 180 days or by November 21, 2008;
- Testing is required within one year and 30 days from issuance of the permit or by June 21, 2009.
- The R.O. plant construction was completed in January, 2010.

Sanitary Sewer

Policy 4-1.1.2.A. of the City of Key West Comprehensive Plan sets the level of service for nonresidential sanitary sewer at 660 gal/acre/day.

Existing capacity required: 2,376 gal/day

The total capacity required for the non-residential use on 3.6 acres
 $660 \text{ gal/acres/day} \times 3.6 \text{ acres} = 2,376 \text{ gal/day}$

Proposed capacity required: 2,376 gal/day

The total capacity required for the non-residential use on 3.6 acres
 $660 \text{ gal/acres/day} \times 3.6 \text{ acres} = 2,376 \text{ gal/day}$

Based on the concurrency management calculation prescribed in the Comprehensive Plan, there is no increase in the proposed total capacity; by the City of Key West Comprehensive Plan LOS standards, the current wastewater treatment plant has the potential treatment capacity of 10 million gallons per day. Only 4.8 million gallons per day of capacity are currently utilized⁵. The current plant has the capacity to supply service to this project's needs.

Recreation- "In cases where residential development is proposed, information shall be submitted describing plans for accommodating recreational demands generated by the development, including demonstrated evidence that the City's adopted level of service for recreation shall not be adversely impacted⁶."

No residential development is proposed.

⁵ Per September 3, 2010 memo from Greg Smith, project Manager for CH2M Hill OMI

⁶ The City of Key West's Comprehensive Plan Policy 9-1.5.1: Resolving Concurrency Issues.

Solid Waste- “Projected demand generated by the development on the solid waste disposal system and assurances that the City’s adopted level of service for solid waste disposal shall not be adversely impacted⁷.”

Policy 4-1.1.2.D of the City of Key West Comprehensive Plan sets the level of service for nonresidential solid waste disposal at 6.37 lb/capita/day and 0.25 lb/capita/day

Existing solid waste capacity required: 6,370 lbs/day
 $6.37 \text{ lb/capita/day} \times 1,000 \text{ capita} = 6,370 \text{ lbs/day}$

Proposed solid waste capacity required: 6,370 lbs/day
 $6.37 \text{ lb/capita/day} \times 1,000 \text{ capita} = 6,370 \text{ lbs/day}$

Existing recycling capacity required: 6,370 lbs/day
 $0.25 \text{ lb/capita/day} \times 1,000 \text{ capita} = 250 \text{ lbs/day}$

Proposed recycling capacity required: 6,370 lbs/day
 $0.25 \text{ lb/capita/day} \times 1,000 \text{ capita} = 250 \text{ lbs/day}$

Based on the concurrency management calculation prescribed in the Comprehensive Plan, there will be no increase of solid waste generated by this site. Waste Management has more than enough capacity to handle the proposed capacity⁸.

Drainage - “Conceptual plan for accommodating storm water run-off and demonstrated evidence that the proposed drainage improvements shall accommodate storm water run-off without adversely impacting natural systems or the City’s adopted level of service for storm drainage:”

This site will meet the minimum requirements through best management practices as depicted on the attached storm water management plans.

Roads/Trip Generation - The current Comprehensive Plan was adopted on 03/05/15. Policy 2-1.1.3 declares the City of Key West as a dense Urban Land Area and “thereby exempted from transportation concurrency requirements for roadways”. Upon adoption of Policy 2-1.1.3, Sec. 94-101(d)(2) became inconsistent with the Comprehensive Plan. Therefore, this analysis is based solely on the transportation standards of the Comprehensive Plan.

Policy 9-1.5.1: “Estimated trips for the peak hour generated by the proposed land use(s) together with anticipated on- and off-site improvements necessitated to accommodate the traffic impacts generated by the development including, additional R/W, roadway improvements, additional paved laneage, traffic signalization, proposed methods for controlling access and egress, and other similar improvements⁹.”

For the purposes of calculating traffic generation we used the Institute of Transportation Engineer’s 7th Edition Trip Generation Volumes.

⁷ The City of Key West’s Comprehensive Plan Policy 9-1.5.1: Resolving Concurrency Issues.

⁸ Per January 25, 2010 memo from Jay Gewin, City of Key West

⁹ The City of Key West’s Comprehensive Plan Policy 9-1.5.1: Resolving Concurrency Issues

ITE Category	Amount	Weekday 9.02 trips/1k sq. ft.		Saturday 10.82 trips/1k sq. ft.		Sunday 8.38 trips/1k sq. ft.	
		Previously Existing	Proposed	Previously Existing	Proposed	Previously Existing	Proposed
Quality Restaurant (ITE # 931)	2,344 sq. ft. of gross consumption area	21.14	21.14	25.36	25.36	19.64	19.64

Mallory Square is serviced by local streets. The comprehensive plan does not provide level of service standards for local streets. Notwithstanding, there is no predicted change in trip generation based on gross consumption area.

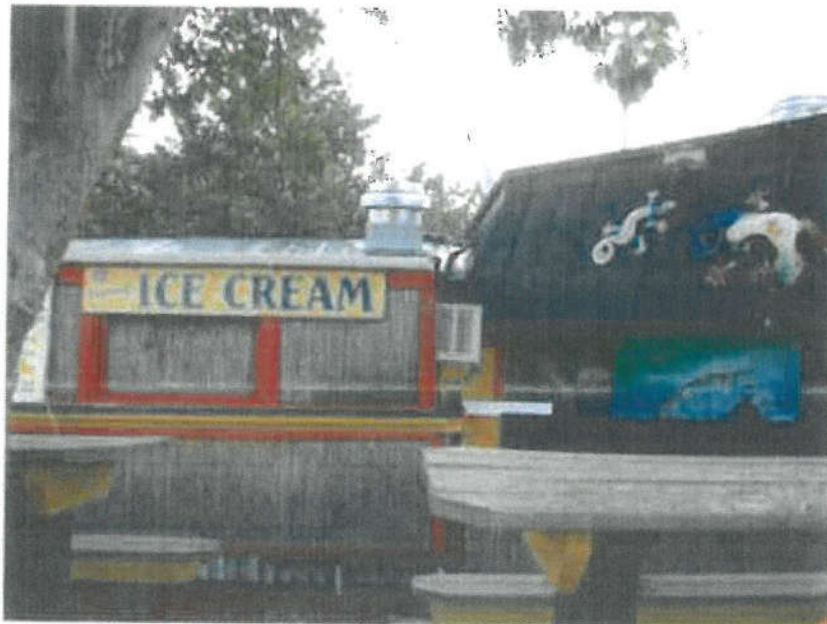
Engineer Report

Cable Storage Structure

Mallory Square

Key West, Florida 33040

August 3, 2010



SeaTech inc.

830 Crane Boulevard
Sugarloaf Key, Florida 33042
Phone (305) 872-0888
Fax (305) 872-8898

7552 Navarre Parkway, Suite 7
Navarre, Florida 32566
Phone (850) 939-3959
Fax (850) 939-3953

**Cable Storage Structure
Mallory Square
Key West, Florida 33040**

TABLE OF CONTENTS

Section 1 Scope of Work
Section 2 Existing Conditions
Section 3 History
Section 4 Findings & Discussion
Section 5 Conclusions & Recommendations
Section 6 Photographs

Attachment A Local Map
Attachment B Site Map

The purpose of this Engineer Report is to provide a professional evaluation of the Cable Storage Structure on Parcel 2 at Mallory Square, Key West, Florida.

The Cable Storage Building is located at Mallory Square, Key West, Florida. (See Attachment A, Local Map and Attachment B, Site Map)

The Mallory Square property includes five parcels at the south side of the property. There is a cable storage structure on Parcel 2 and another on Parcel 3. The Cable Storage Building on Parcel 2 is the subject of this report.

The building has a circular footprint and was constructed with a concrete foundation and concrete walls that extend approximately five feet above grade. There are wood framed walls that extend an additional three feet (approx.) above the concrete walls. The building has a wood framed roof system. There is a wood framed floor system inside the building near grade level that is elevated above the bottom of the concrete foundation.

The Cable Storage Building was originally used to store underwater cables. It was most recently used to house a kitchen to support the operations of a restaurant. The Cable Storage Building is currently being considered for use as part of a proposed restaurant on Mallory Square. The building is a non-contributing historic building that the Historic Architectural Review Commission is requesting to be integrated into the new restaurant plans.

Sea Tech, Inc. was retained to provide an evaluation of the Cable Storage Structure in order to determine the feasibility of re-using the building.

The building observations were conducted between 22 July 2010 and 2 August 2010. The attendees included Mr. Paul R. Semmes, PE, Mr. John Paul Castro and Mr. Ryon LaChapelle representing SeaTech, Inc.

There was no invasive work requested or performed during the observation. The observations were made only of readily visible components of the building.

Access to the interior spaces of the building was limited due to the lack of lighting and the poor condition of the floor framing system.

The concrete structure was mostly concealed by wood framing and siding materials.

There were two openings in the concrete walls that extended from the grade level to the top of the concrete structure. The openings were three feet wide and six feet wide. There were other openings in the walls for ac units, venting, etc. There was no tie beam along the top of the concrete walls.

The wood floor framing system was damaged. There were rotted wood members and one third of the floor area appeared to be settled or failed. The floor framing system appeared to be unsafe.

The roof framing system was damaged. There were rotted and deteriorated wood framing members. The wood posts were rotted and deteriorated.

Section 53 Conditionally Restricted Property

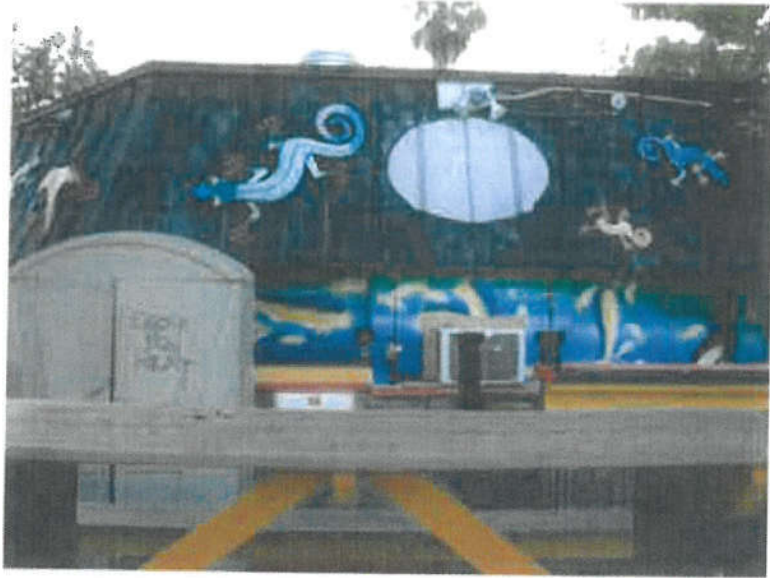
The Cable Storage Building is in poor condition. The floor framing system presents an immediate danger for injury, the roof framing system has deteriorated to the degree that the serviceability and structural integrity of the system has been compromised and the concrete walls have been modified without any compensation for the loss of the wall section, thus compromising the structural integrity of the structure. The building is Substantially Damaged as defined by the 2007 Florida Building Code, Existing Building.

The building repairs required as described in this report are in excess of the 50% limitation exacted by the requirements of the Federal Emergency Management Act (FEMA). The repairs are estimated to be approximately \$75K and the value of the building is \$92K as established by the Monroe County Property Appraiser.

The building is unsafe and should be provided with adequate barriers to prevent any entry into the building until the unsafe conditions have been remedied.

Paul R. Semmes, PE

BUILDING EXTERIOR

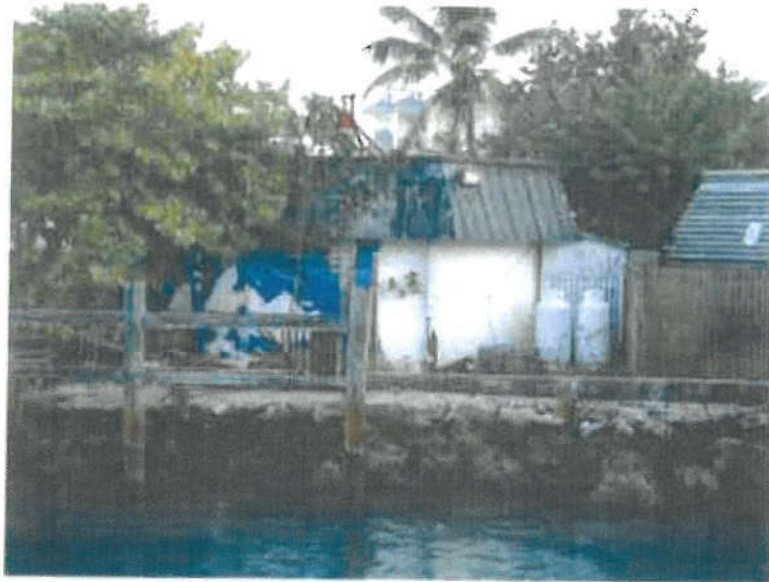


Picture #1



Picture #2

BUILDING EXTERIOR



Picture #3

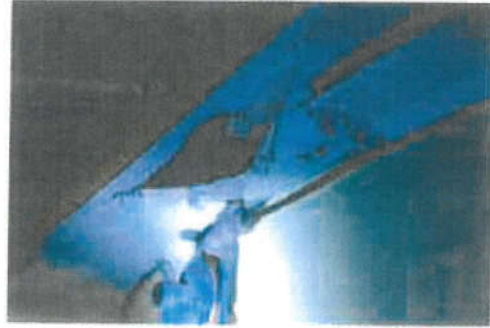


Picture #4

ROTTED WOOD FRAMING



Picture #5



Picture #6



Picture #7



Picture #8



830 CRANE BOULEVARD SUGARLOAF KEY, FLORIDA 33042
TEL: (305) 294-9993 FAX: (850)939-3953
C.A.#28984

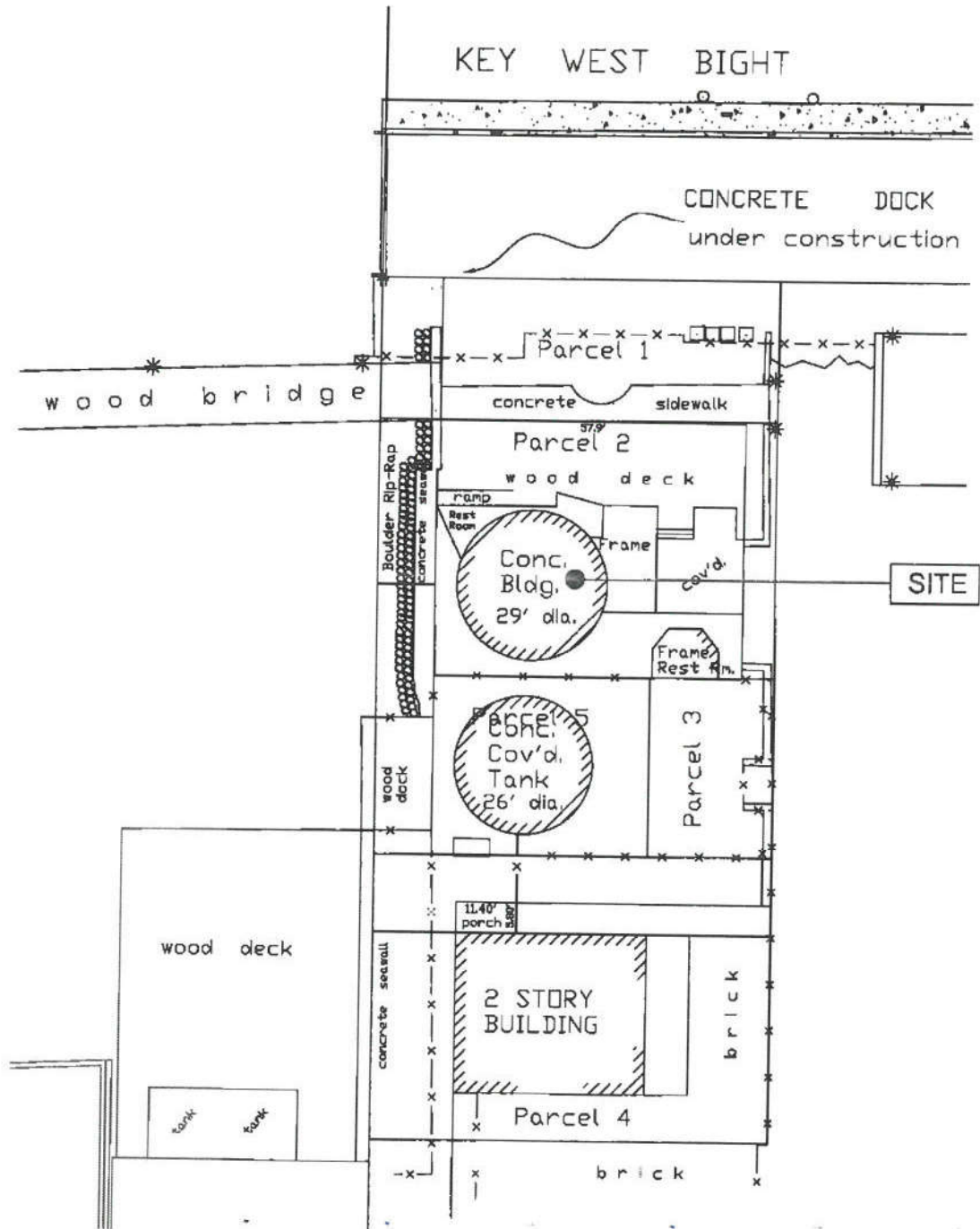
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DATE: 08-06-10
BY: EKM
JOB # _____





830 CRANE BOULEVARD SUGARLOAF KEY, FLORIDA 33042
TEL: (305) 294-9993 FAX: (850)939-3953
C.A.#28984

SHEET: ATT-B
DATE: 08-06-10
BY: EKM
JOB # _____





T.S. NEAL
ARCHITECTS INC.
2297A OVERSEAS HWY
CORAL GABLES, FL
33042
305-340-8857
251-422-9547

TROPICAL SQUARE
MALLORY SQUARE
MALLORY SQUARE
KEY WEST, FL 33040

DRAWING TITLE:
ARCHITECTURAL SITE PLAN

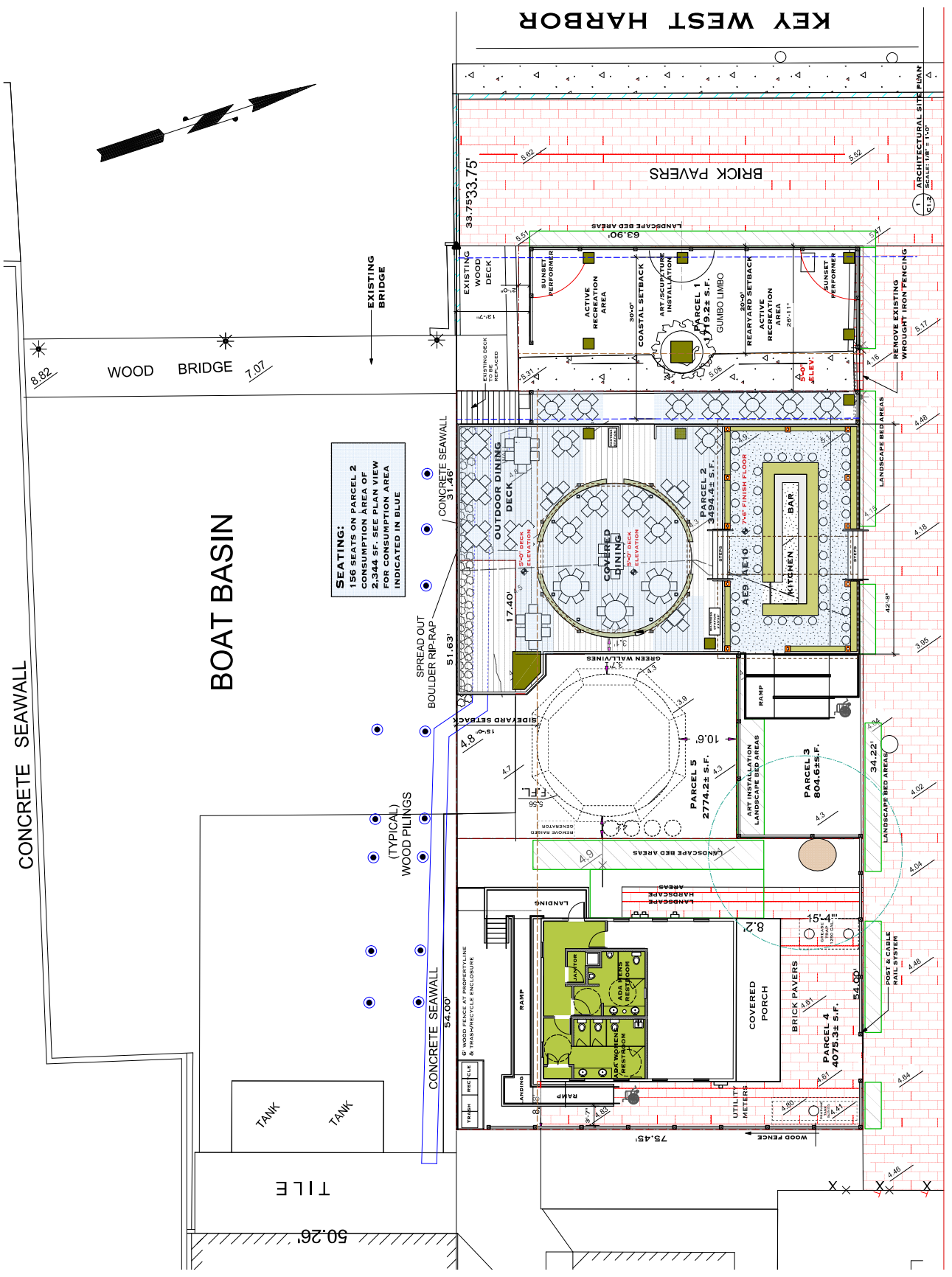
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CHECKED: TSN
DATE: 08-11-2018

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REV 02	10-08-2018	REVISED PER COMMENTS
REV 03	01-27-2019	REVISED PER COMMENTS
REV 04	08-08-2019	REVISED PER COMMENTS
REV 05	08-08-2019	REVISED PER COMMENTS

REVISION # DATE
CL1.2
SHEET #



T.S. NEAL ARCHITECTS INC.
TIMOTHY SETH NEAL FLA. REGISTRATION # AR979005



CONCRETE SEAWALL

BOAT BASIN

SEATING:
156 SEATS ON PARCEL 2
2,344 SF. SEE PLAN VIEW
FOR CONSUMPTION AREA
INDICATED IN BLUE

KEY WEST HARBOR

BRICK PAVERS

WOOD BRIDGE 7.07

EXISTING BRIDGE

8.82

TILE

50.26'

CONCRETE SEAWALL 54.00'

(TYPICAL) WOOD PILING

BOULDER RIP-RAP

SPREAD OUT 51.63'

CONCRETE SEAWALL 31.46'

OUTDOOR DINING DECK

17.40'

13.00'

1.8'

1.3'

1.3'

1.3'

1.3'

1.3'

1.3'

1.3'

1.3'

1.3'

1.3'

1.3'

1.3'

1.3'

1.3'

1.3'

1.3'

1.3'



T.S. NEAL ARCHITECTS INC.
2297A OVERSEAS HWY
CORAL GABLES, FL
33134
305-340-8857
251-422-9557

TROPICAL SQUARE
MALLORY SQUARE
MALLORY SQUARE
KEY WEST, FL 33040

DRAWING TITLE:
LIFE SAFETY PLAN

DRAWN: TSN
CHECKED: TSN
DATE: 08-11-2018

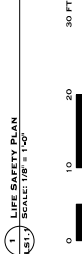
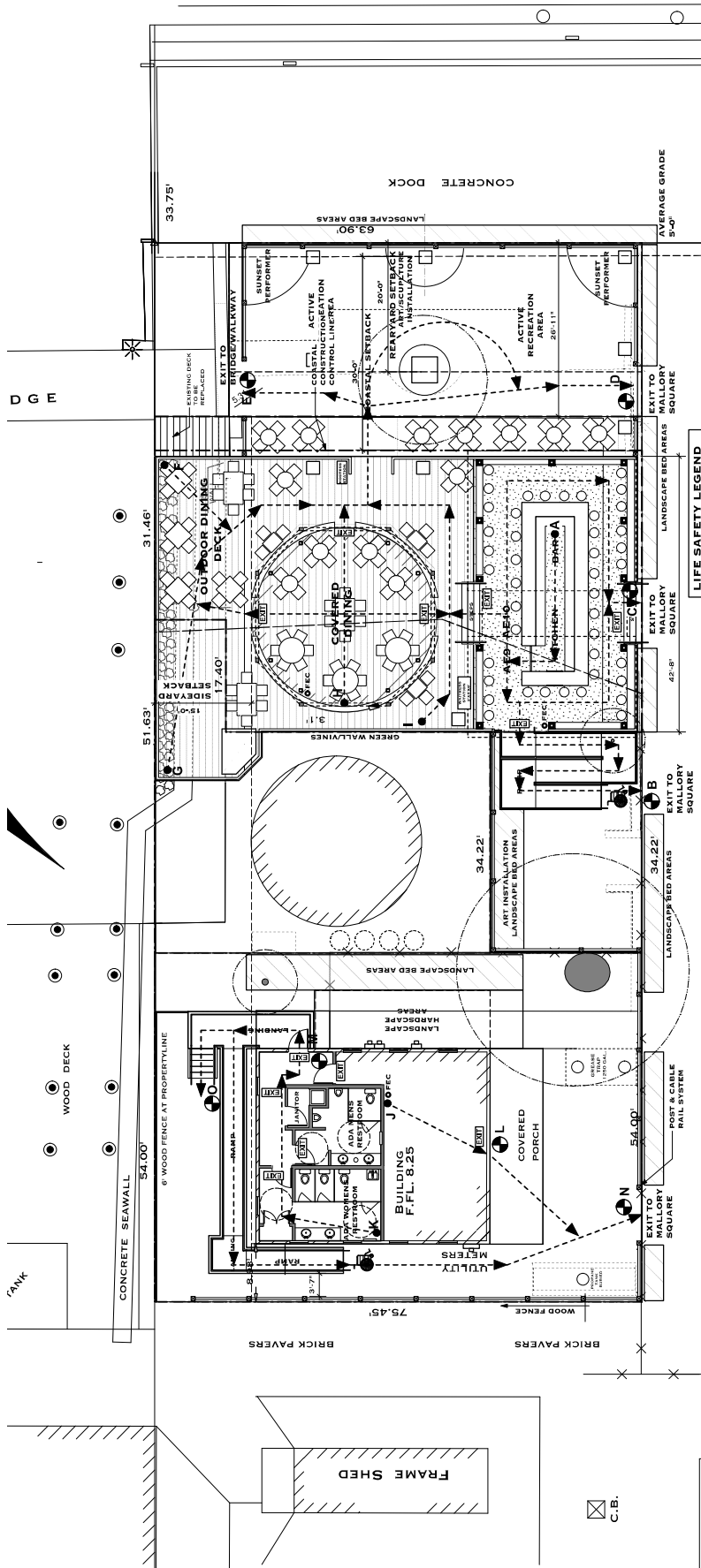
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REV 02	10-08-2018	REVISED
REV 03	01-27-2019	REVISED
REV 04	01-27-2019	REVISED
REV 05	08-06-2020	REVISED
REV 06	08-06-2020	REVISED

LS1.1
SHEET #



TIMOTHY SETH NEAL FLA. REGISTRATION # AR97905

KEY WEST HARBOR



COVERED AREAS / ROOF
NOT COVERED AREAS (USED IN OCCUPANT LOAD)

LIFE SAFETY LEGEND:

- EXIT LIGHT W/ CHUP
- EXIT
- TRAVEL DISTANCE
- PATHWAY TO EXIT
- PECC FIRE EXTINGUISHER

TRAVEL DIST. TOTALS:

- A TO B = 100'-2"
- A TO D = 131'-4"
- A TO E = 100'-0"
- I TO E = 82'-10"
- H TO D = 90'-9"
- F TO D = 93'-8"
- K TO D = 69'-0"
- K TO N = 127'-6"
- J TO L = 177'-3"
- J TO N = 46'-5"

BUILDING TYPE:
USE & OCCUPANCY: A-3 RESTAURANT & M (HOSPITALITY HOUSE)
CONSTRUCTION TYPE: VB, NOT SPRINKLED
TRAVEL DISTANCE (200') ALLOWED IN UNPROTECTED BUILDING

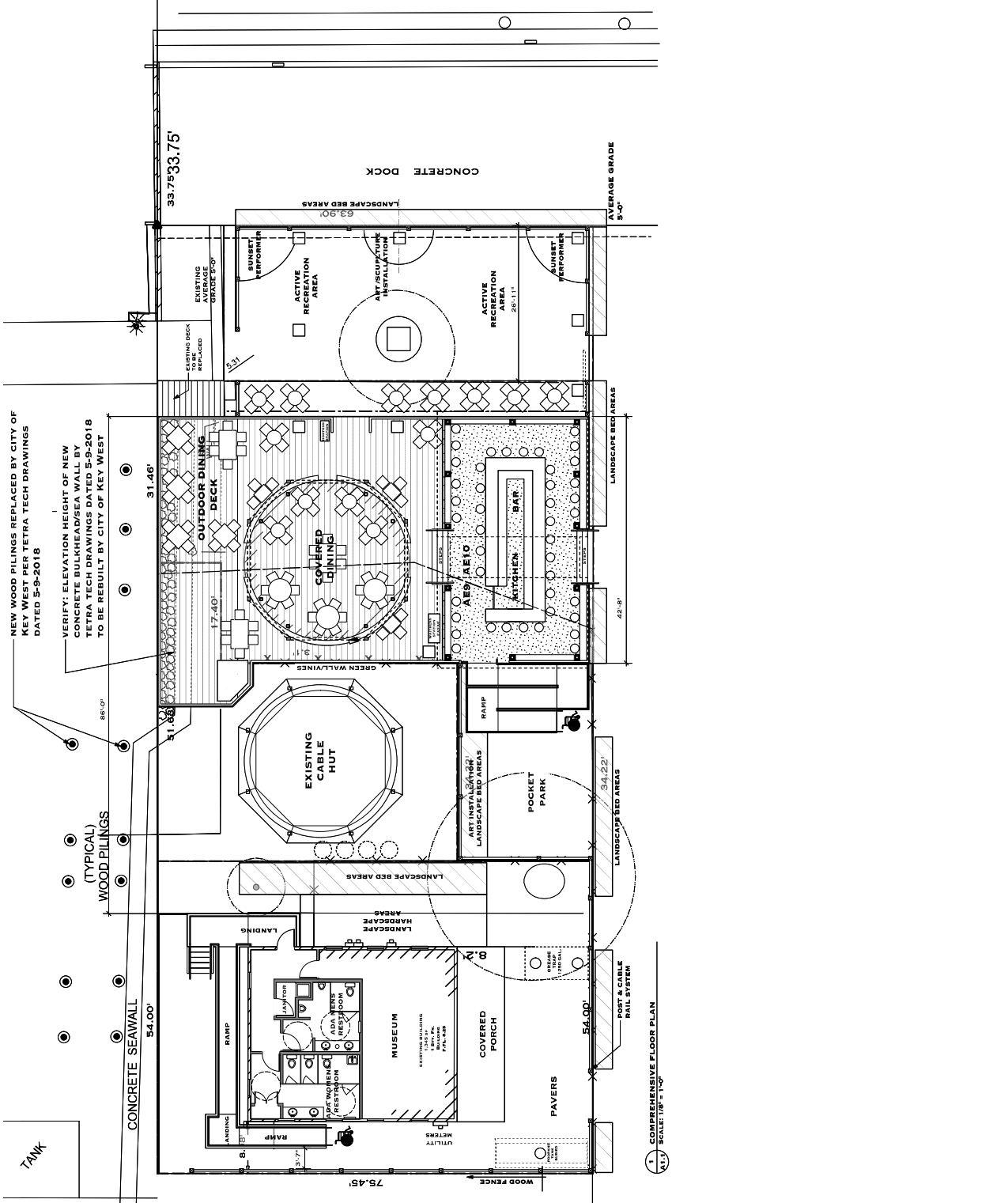
- NOTES:**
1. EXTERIOR LIGHTING TO BE PER SECTION 108-284.
 2. SIGNAGE SHALL COMPLY WITH SECTION 108-285 AND HARC GUIDELINES.

C.B.

50.2

T

TANK



COMPREHENSIVE FLOOR PLAN
SCALE: 1/8" = 1'-0"

T.S. NEAL ARCHITECTS INC.
 22974 OVERSEAS HWY
 CORAL GABLES, FL 33042
 305-340-8857
 251-422-9557



TROPICAL SOUP
 MALLORY SQUARE
 MALLORY SQUARE
 KEY WEST, FL 33040

DRAWING TITLE:
 COMPREHENSIVE FLOOR PLAN

DRAWN: TSN
 CHECKED: TSN
 DATE: 05-11-2018

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REV. 02	05-11-2018	05-11-2018
REV. 03	05-11-2018	05-11-2018
REV. 04	05-11-2018	05-11-2018
REV. 05	05-11-2018	05-11-2018
REV. 06	05-11-2018	05-11-2018
REV. 07	05-11-2018	05-11-2018
REV. 08	05-11-2018	05-11-2018
REV. 09	05-11-2018	05-11-2018
REV. 10	05-11-2018	05-11-2018

REVISION # DATE
A1.1
 SHEET #

T.S. NEAL ARCHITECTS INC.
 TSN

TIMOTHY SETH NEAL FLA. REGISTRATION # AR97905



T.S. NEAL
ARCHITECTS INC.
22974 OVERSEAS HWY
CORAL GABLES, FL
33042
305-340-8877
251-422-9547

TROPICAL SOUP
MALLORY SQUARE
MALLORY SQUARE
KEY WEST, FL 33040

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PARTIAL FLOOR PLAN

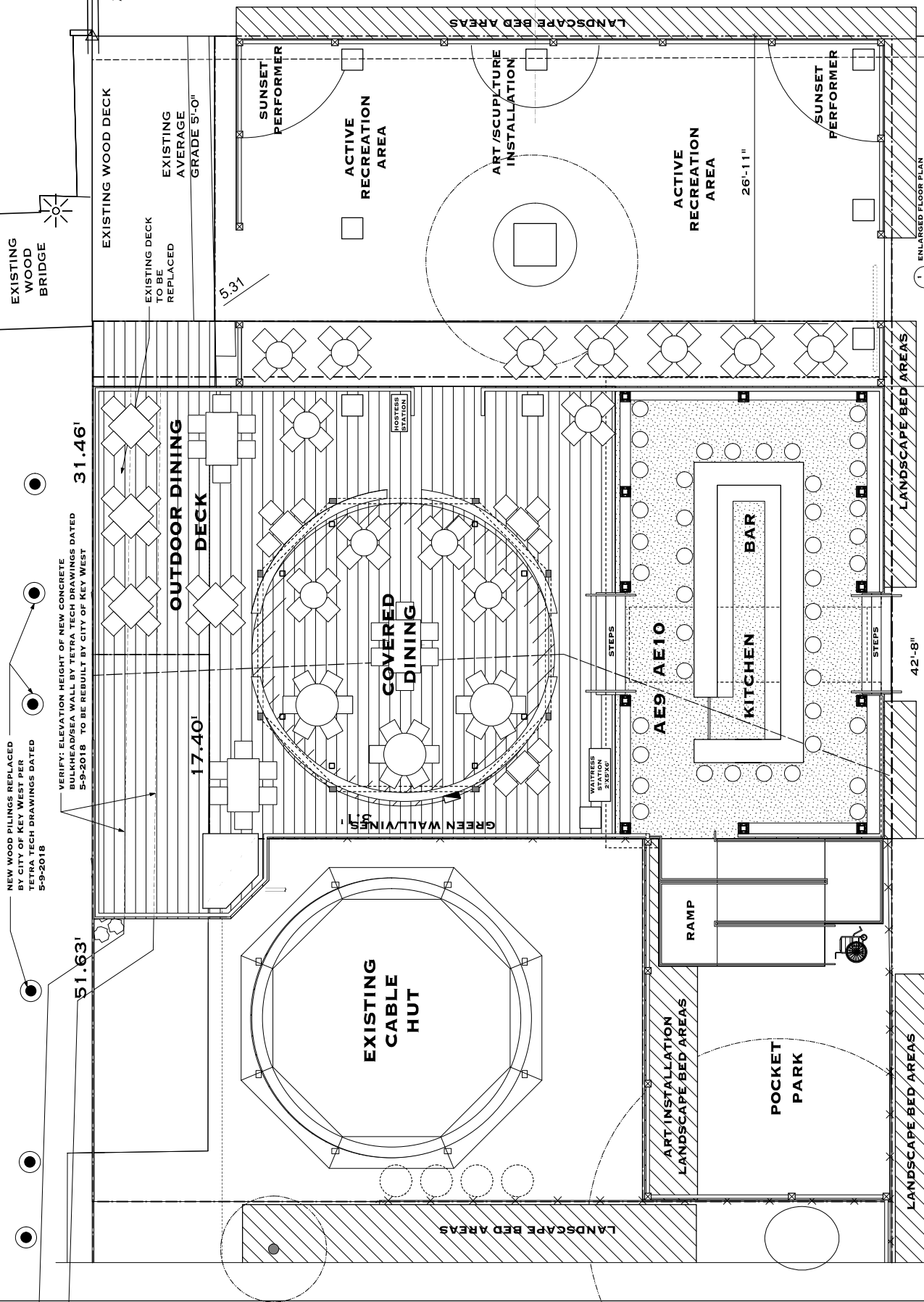
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REV 02	10-08-2018	REVISED PER CITY OF KEY WEST
REV 03	01-27-2019	REVISED PER CITY OF KEY WEST
REV 04	02-06-2019	REVISED PER CITY OF KEY WEST
REV 05	02-06-2019	REVISED PER CITY OF KEY WEST

REVISION # DATE
A1.2
SHEET #



T.S. NEAL ARCHITECTS INC.
REGISTRATION # AR979005



EXISTING WOOD BRIDGE

NEW WOOD BILLINGS REPLACED BY CITY OF KEY WEST PER TETRA TECH DRAWINGS DATED 5-9-2018

VERIFY: ELEVATION HEIGHT OF NEW CONCRETE BULKHEAD/SEA WALL BY TETRA TECH DRAWINGS DATED 5-9-2018 TO BE REBUILT BY CITY OF KEY WEST

EXISTING WOOD DECK

EXISTING DECK TO BE REPLACED

EXISTING AVERAGE GRADE 5'-0"

OUTDOOR DINING DECK

17.40'

31.46'

51.63'

SUNSET PERFORMER

ACTIVE RECREATION AREA

ART/SCULPTURE INSTALLATION

ACTIVE RECREATION AREA

26'-11"

SUNSET PERFORMER

COVERED DINING

GREEN WALL VINYL

HOSTESS STATION

AE9

AE10

BAR

KITCHEN

RAMP

POCKET PARK

ART INSTALLATION

LANDSCAPE BED AREAS

LANDSCAPE BED AREAS

LANDSCAPE BED AREAS

ENLARGED FLOOR PLAN
1/4" = 1'-0"

TIMOTHY SETH NEAL FLA. REGISTRATION # AR979005



T.S. NEAL
ARCHITECTS INC.
 2297A OVERSEAS HWY
 CORAL GABLES, FL
 33042
 305-340-8857
 251-422-9547

TROPICAL SOUP
 MALLORY SQUARE
 MALLORY SQUARE
 KEY WEST, FL 33040

DRAWING TITLE:
ELEVATIONS

DRAWN: TSN
CHECKED: TSN
DATE: 05-11-2018

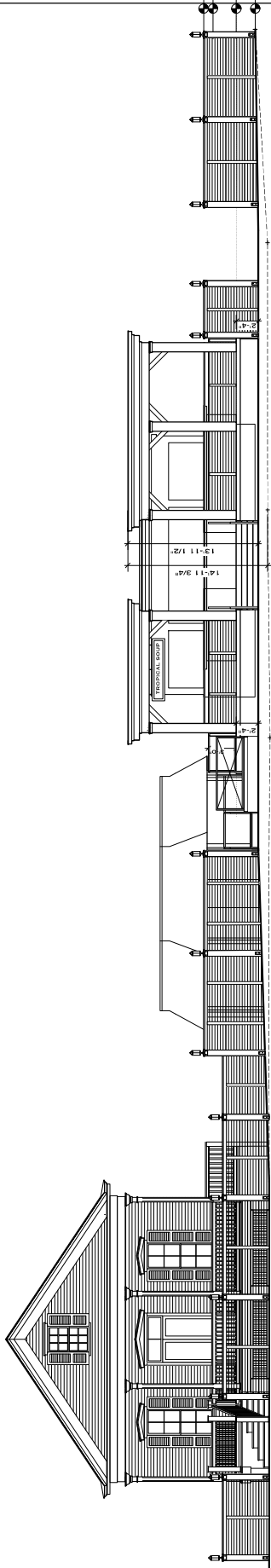
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REV. 03	100-00019	05-11-2018	ISSUE FOR PERMIT
REV. 04	100-00019	05-11-2018	ISSUE FOR PERMIT
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REVISION # **DATE**
A3.1
 SHEET #

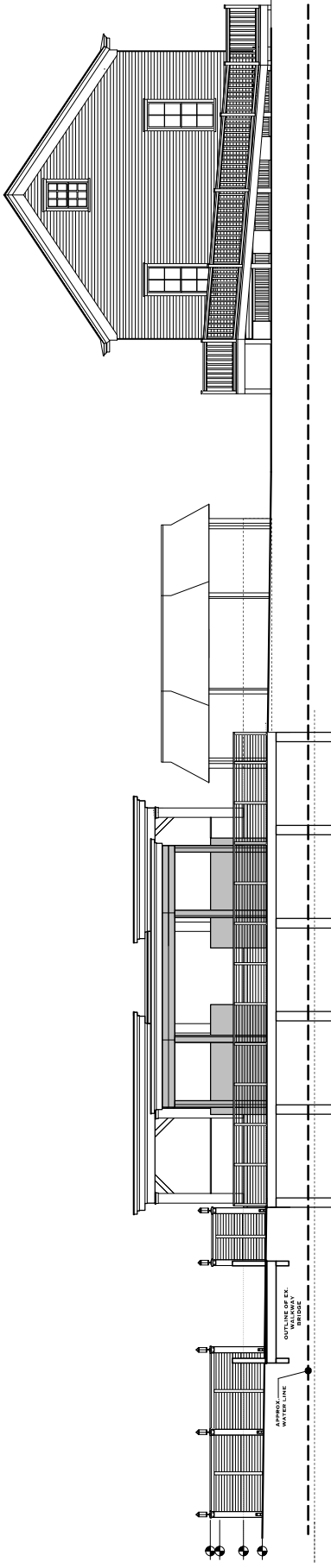


T.S. NEAL ARCHITECTS, INC.

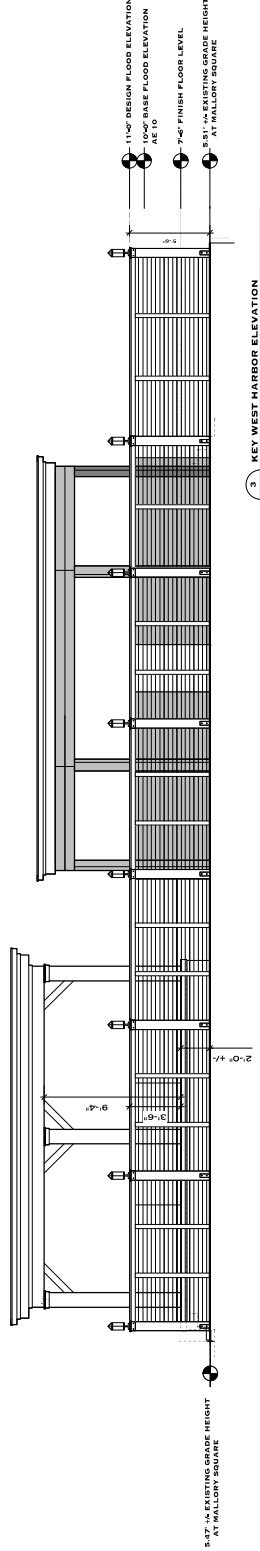
TIMOTHY SETH NEAL FLA. REGISTRATION # AR97905



1 OVERALL MALLORY SQUARE ELEVATION
 SCALE: 3/16" = 1'-0"



2 OVERALL WATER SIDE REAR ELEVATION
 SCALE: 3/16" = 1'-0"



3 KEY WEST HARBOR ELEVATION
 SCALE: 1/8" = 1'-0"

1'-0" DESIGN FLOOD ELEVATION
 AE 10
 10'-0" BASE FLOOD ELEVATION
 7'-0" FINISH FLOOR LEVEL
 5'-21" IN EXISTING GRADE HEIGHT
 AT MALLORY SQUARE

5'-21" IN EXISTING GRADE HEIGHT
 AT MALLORY SQUARE



THE CITY OF KEY WEST
Tree Commission
Post Office Box 1409 Key West, FL 33041-1409
Telephone: 305-809-3725

May 5, 2020

Joe Walsh
PO Box 4147
Key West, FL 33041

Dear Mr. Walsh:

Regarding your permit application, T2020-0142 for an updated Final Landscape Plan Approval for property located at 1 Mallory Square (Tropical Soup project). Review of the application by the Urban Forester for the updated landscape plan indicates the updated plans are consistent with the approved Tree Commission final landscape plan approval of March 13, 2018 with some minor changes that were requested by the Urban Forester. Therefore, the **Final Landscape Plan dated March 16, 2020 and May 5, 2020 is approved.**

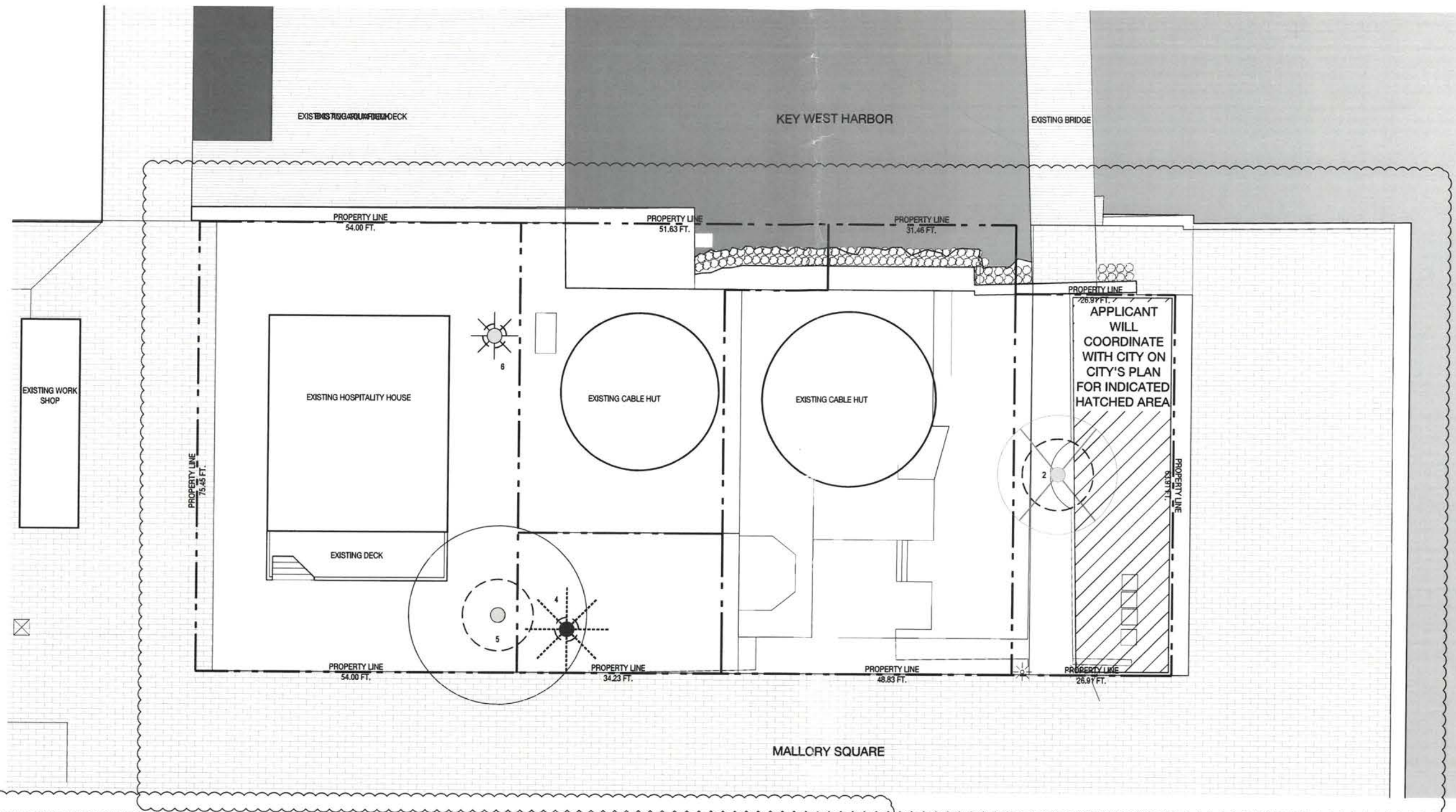
If you have any questions please call the office at (305) 809-3768.

Sincerely,

Karen DeMaria
Urban Forestry Program Manager
City of Key West
1300 White Street
Key West, FL33040
Office: (305) 809-3768
kdemaria@cityofkeywest-fl.gov

TROPICAL SOUP GARDEN
TROPICAL SOUP | MALLORY SQUARE | KEY WEST, FLORIDA 33040

Handwritten signature
T2020-0142
5-5-20



TREE & PALM SURVEY SCHEDULE

#	BOTANICAL NAME	COMMON NAME	DBH.	HT.	SPREAD	ACTION	NOTES
1	ROYAL POINCIANA						DIED; REMOVED BY CITY
2	BURSERIA SIMARUBA	GUMBO LIMBO	12"	24'	20'	REMOVE	HEAVILY DAMAGED BY CRANE DOING REPAIRS TO MOORING DOLPHIN - TO BE REMOVED & REPLACED WITH 2 GUMBO LIMBO TREES (ENFORCEMENT CASE)
3	COCONUT PALM						REMOVED BY AQUARIUM SEAWALL CONTRACTOR (ENFORCEMENT CASE)
4	COCOS NUCIFERA	COCONUT PALM	10"	30'	16'	RELOCATE	LOCATION OF PLANT MATERIAL CONFLICTS WITH CONSTRUCTION ENVELOPE
5	FICUS AUREA	STRANGLER FIG	80"	35'	30'	PRESERVE	CONTRACTOR TO PROTECT AND CARE FOR PLANT MATERIAL
6	WASHINGTONIA ROBUSTA	WASHINGTON PALM	12"	30'	10'	PRESERVE	CONTRACTOR TO PROTECT AND CARE FOR PLANT MATERIAL

TREE DISPOSITION LEGEND

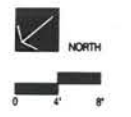


SEAL (S TYLER NIELSEN - LA0087087)

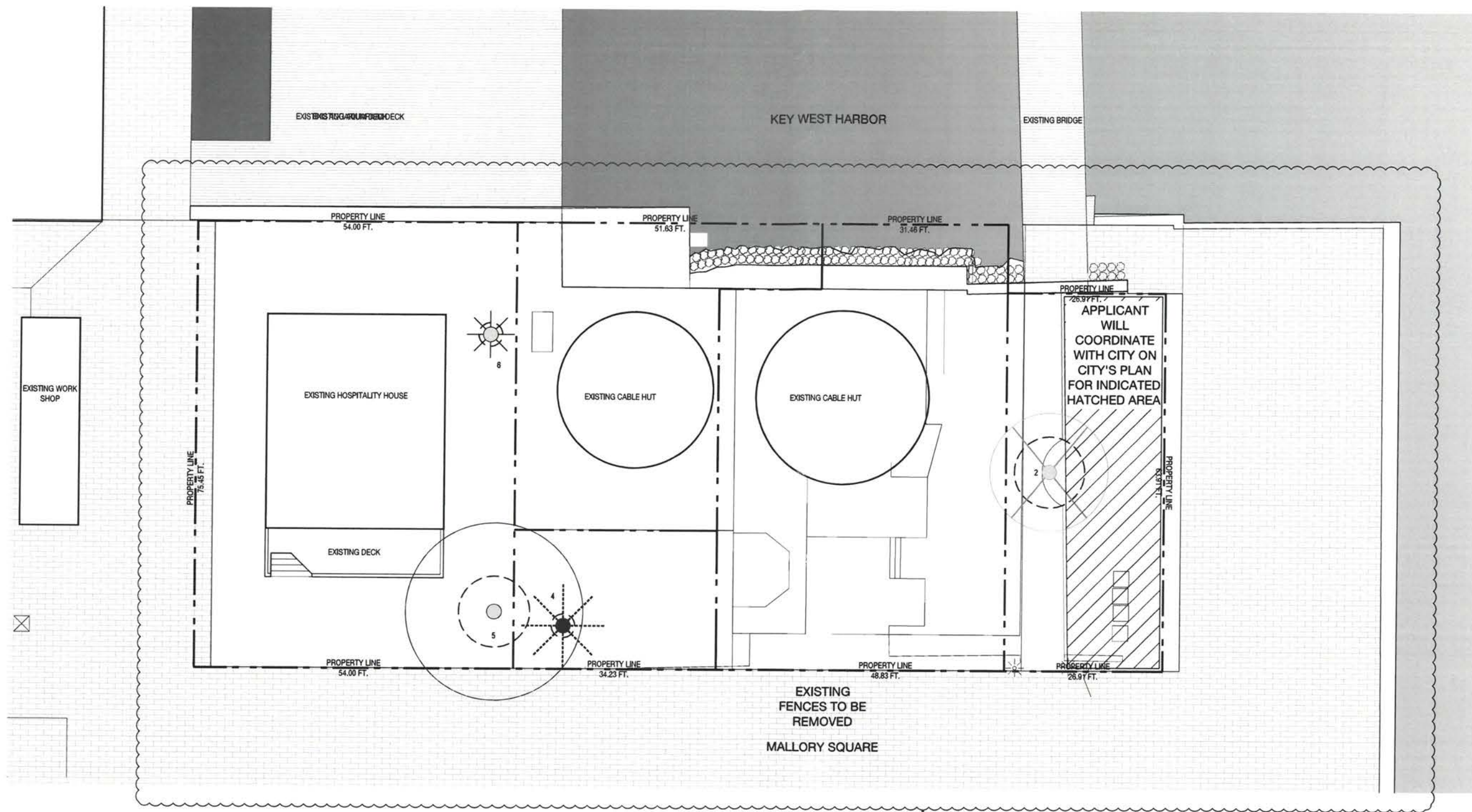


TREE & PALM SURVEY

DATE	ISSUE
11.18.2017	TREE COMMISSION
02.19.2020	REVISION 01
03.16.2020	REVISION 02



LSRV

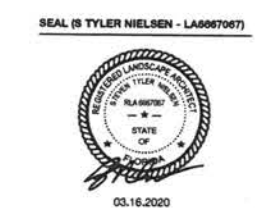


APPLICANT
WILL
COORDINATE
WITH CITY ON
CITY'S PLAN
FOR INDICATED
HATCHED AREA

EXISTING
FENCES TO BE
REMOVED
MALLORY SQUARE

TROPICAL SOUP GARDEN
TROPICAL SOUP | MALLORY SQUARE | KEY WEST, FLORIDA 33940

T2020-0142
[Signature]
5-5-20



TREE DISPOSITION LEGEND

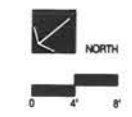


TREE & PALM DISPOSITION SCHEDULE

#	BOTANICAL NAME	COMMON NAME	DBH.	HT.	SPREAD	ACTION	NOTES
1	ROYAL POINCIANA						DIED; REMOVED BY CITY
2	BURSERIA SIMARUBA	GUMBO LIMBO	12"	24'	20'	REMOVE	HEAVILY DAMAGED BY CRANE DOING REPAIRS TO MOORING DOLPHIN - TO BE REMOVED & REPLACED WITH 2 GUMBO LIMBO TREES (ENFORCEMENT CASE)
3	COCONUT PALM						REMOVED BY AQUARIUM SEAWALL CONTRACTOR (ENFORCEMENT CASE)
4	COCOS NUCIFERA	COCONUT PALM	10"	30'	16'	RELOCATE	LOCATION OF PLANT MATERIAL CONFLICTS WITH CONSTRUCTION ENVELOPE
5	FIGUS AUREA	STRANGLER FIG	60"	35'	30'	PRESERVE	CONTRACTOR TO PROTECT AND CARE FOR PLANT MATERIAL
6	WASHINGTONIA ROBUSTA	WASHINGTON PALM	12"	30'	10'	PRESERVE	CONTRACTOR TO PROTECT AND CARE FOR PLANT MATERIAL

TREE DISPOSITION PLAN

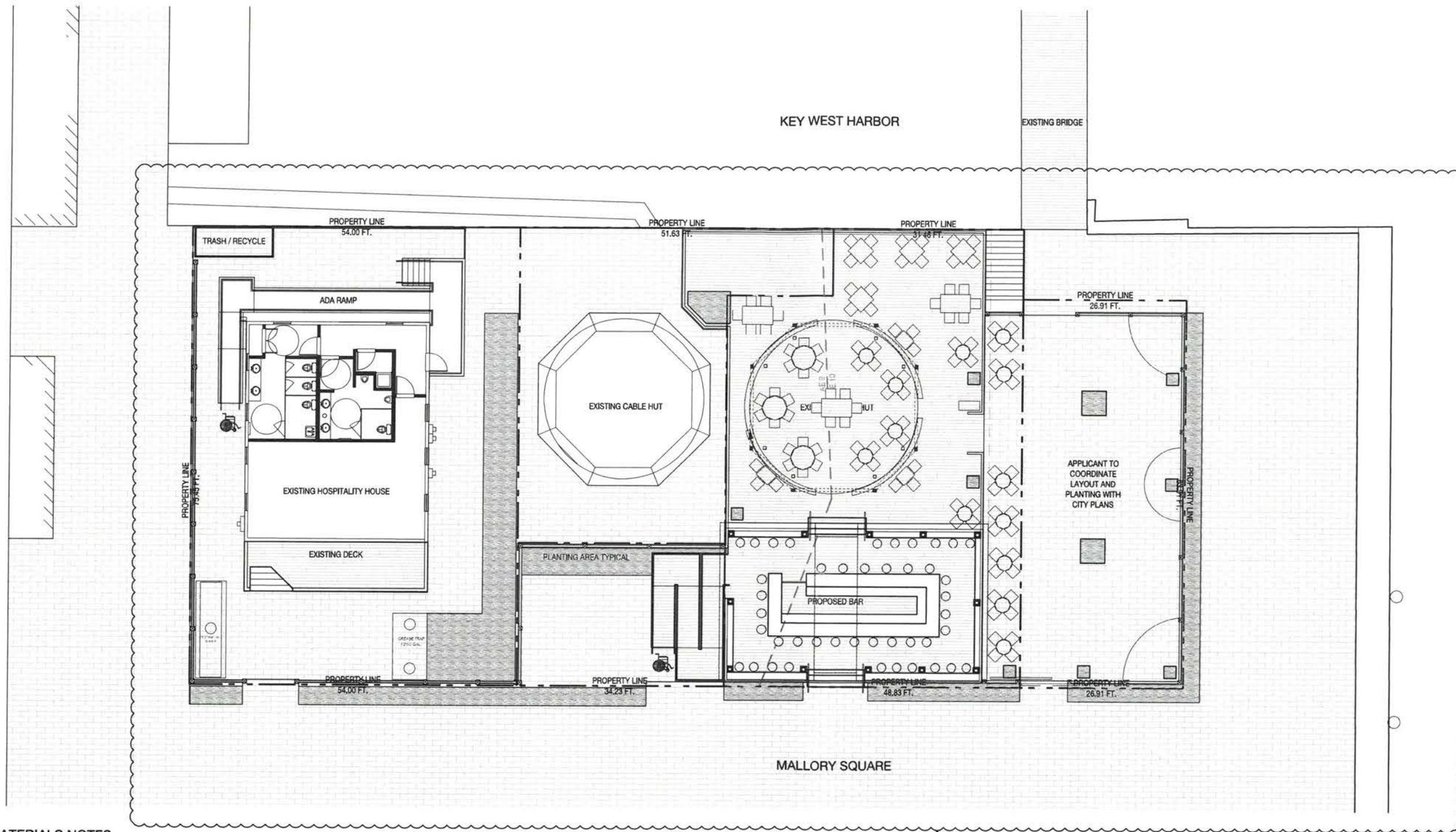
DATE	ISSUE
11.18.2017	TREE COMMISSION
02.19.2020	REVISION 01
03.16.2020	REVISION 02



L102

TROPICAL SOUP GARDEN
 TROPICAL SOUP | MALLORY SQUARE | KEY WEST, FLORIDA 33040

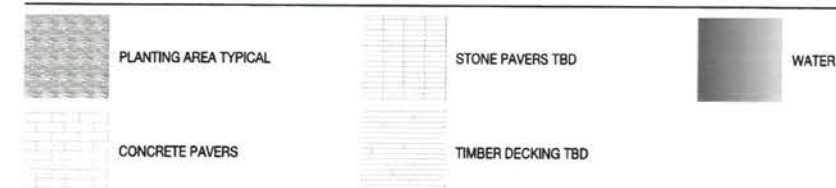
T2020-0142
[Signature] 5-5-20



MATERIALS NOTES

1. CONTRACTOR TO VERIFY ALL QUANTITIES. IN CASE OF ANY DISCREPANCIES, GRAPHICALLY SHOWN MATERIAL QUANTITIES SHALL TAKE PRECEDENCE.
2. ALL CONSTRUCTION AND MATERIALS NOT SPECIFICALLY ADDRESSED IN THE CONTRACT DOCUMENTS OR SPECIFICATIONS SHALL BE IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL JURISDICTIONS AND GOVERNING BODIES/AGENCIES STANDARDS.
3. THE CONTRACTOR SHALL PROVIDE A FULL-SCALE MOCKUP AND RECEIVE APPROVAL FROM THE LANDSCAPE ARCHITECT FOR ALL SYSTEMS BEFORE BEGINNING CONSTRUCTION OF PAVEMENT.
4. EXPANSION JOINTS SHALL BE PROVIDED WHERE FLATWORK MEETS VERTICAL STRUCTURES, SUCH AS WALLS, CURBS, STEPS, AND OTHER HARDSCAPE ELEMENTS. EXPANSION JOINTS SHALL ALSO BE PROVIDED AT MATERIAL CHANGES. EXPANSION JOINT MATERIALS/METHODS SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
5. CONTROL JOINTS SHOULD BE SPACED NO GREATER THAN TEN (10) LINEAR FEET MAXIMUM, UNLESS OTHERWISE SPECIFIED. EXPANSION JOINTS SHOULD BE SPACED NO GREATER THAN FORTY (40) LINEAR FEET MAXIMUM, UNLESS OTHERWISE SPECIFIED. CONTRACTOR SHALL ADVISE ON OTHER JOINTS AS NEEDED TO MINIMIZE CRACKING. THIS INFORMATION SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
6. ALL STEPS SHALL HAVE TWELVE (12) INCH TREADS AND SIX (6) INCH RISERS, UNLESS OTHERWISE SPECIFIED.
7. HOLD TOP OF WALLS AND FENCES LEVEL, UNLESS OTHERWISE SPECIFIED.
8. CONTRACTOR SHALL NOT INSTALL WORK LOCATED ON TOP OF ARCHITECTURAL STRUCTURES WITHOUT FIRST REVIEWING ARCHITECTURAL DRAWINGS.
9. SAMPLES OF SPECIFIED MATERIALS SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO ORDERING FOR JOB.

MATERIALS LEGEND



SEAL (S TYLER NIELSEN - LA6667067)



03.16.2020

MATERIALS PLAN

DATE	ISSUE
11.18.2017	TREE COMMISSION
02.19.2020	REVISION 01
03.16.2020	REVISION 02



L300

T2020-0142
[Signature]
5-5-20

PLANTING NOTES

1. PLANT MATERIAL IS TO BE HEALTHY SPECIMENS FREE FROM DISEASE OR DAMAGE, AND IS TO BE MAINTAINED IN EXCELLENT CONDITION WHILE ON THE JOBSITE. LANDSCAPE ARCHITECT SHALL INSPECT PLANT MATERIAL UPON ARRIVAL TO JOBSITE AND WILL REJECT PLANT MATERIAL THAT DOES NOT MEET THE STANDARDS DESCRIBED WITHIN THE CONTRACT DOCUMENTS.
2. THE LANDSCAPE ARCHITECT WILL PERIODICALLY INSPECT PLANT MATERIAL STOCKPILED AND/OR PLANTED ON SITE DURING THE COURSE OF CONSTRUCTION. PLANT MATERIAL NOT MEETING THE STANDARDS CONTAINED WITHIN CONTRACT DOCUMENTS SHALL BE REPLACED AT NO COST TO THE OWNER.
3. PROVIDE MATCHING SIZES AND FORMS FOR EACH PLANT OF THE SAME SPECIES UNLESS OTHERWISE INDICATED.
4. CONTRACTOR TO VERIFY ALL QUANTITIES. IN CASE OF DISCREPANCIES, GRAPHICALLY SHOWN QUANTITIES SHALL TAKE PRECEDENCE.
5. ALL MATERIALS USED SHALL CONFORM TO THE GUIDELINES ESTABLISHED BY THE CURRENT AMERICAN STANDARDS FOR NURSERY STOCK, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
6. ALL PLANT MATERIAL SHALL BE INSTALLED PLUMB AND PER THE SPECIFICATIONS CONTAINED WITHIN THE CONTRACT DOCUMENTS. ANY NECESSARY STAKING AND/OR OTHER SUPPORTS MATERIALS/METHODS SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
7. THE CONTRACTOR SHALL PRUNE EXISTING AND/OR NEW TREES ONLY PER LANDSCAPE ARCHITECT DIRECTION.
8. THE CONTRACTOR SHALL STAKE THE LOCATIONS OF ALL TREES AND B&B SHRUBS FOR LANDSCAPE ARCHITECT REVIEW AND APPROVAL, PRIOR TO INSTALLATION.
9. ALL ROOT-WRAPPING MATERIALS THAT ARE NOT BIO-DEGRADABLE SHALL BE REMOVED FROM THE ROOT BALL. ROOT BALLS SHALL BE FREE OF WEEDS.
10. SPECIFIED PLANT MATERIAL SIZES SHALL BE CONSIDERED MINIMUM SIZES.
11. FINISH GRADE OF PLANTING BEDS SHALL BE ONE (1) INCH BELOW ADJACENT FLATWORK, UNLESS SPECIFIED OTHERWISE.
12. MULCH OR PLANTING BED DRESSING SHALL BE PLACED IN ALL PLANTING AREAS AS SPECIFIED. MULCH OR PLANTING BED DRESSING SHALL NOT BE PLACED WITHIN SIX (6) INCHES OF TREE TRUNKS. MULCHING SHOULD BE REPEATED ANNUALLY DURING THE AUTUMN TO A THREE (3) INCH DEPTH.
13. ALL PLANT MATERIAL SHOULD RECEIVE AN ORGANIC FERTILIZER IN LIMITED APPLICATION FOLLOWING INSTALLATION. TYPE AND APPLICATION RATE AND METHOD OF APPLICATION TO BE SPECIFIED BY THE CONTRACTOR AND APPROVED BY THE LANDSCAPE ARCHITECT.
14. EXCESS FERTILIZER SHALL BE DISPOSED OF PROPERLY OFF-SITE. IT SHALL NOT BE DISPOSED OF IN STORM DRAINS AND/OR DRYWELLS.
15. STOCKPILED PLANT MATERIAL TO BE PLACED IN THE SHADE AND PROPERLY HAND-WATERED UNTIL PLANTED.
16. MINI-NUGGET TYPE DECORATIVE BARK MULCH WILL BE USED TO RETURN NUTRIENTS TO THE SOIL, REDUCE MAINTENANCE AND MINIMIZE EVAPORATION FOR AREAS APPROXIMATE TO THE RESIDENCE. LARGER SHREDDED BARK MULCH WILL BE USED FOR STEEP AREAS SO SLOUGHING IS LESS LIKELY TO OCCUR.
17. PRESERVE & PROTECT ALL EXISTING VEGETATION INDICATED TO REMAIN AT ALL TIMES.
18. ALL VEGETATION PROPOSED FOR OUTSIDE THE BUILDING ENVELOPE TO BE NATIVE UNLESS OTHERWISE NOTED. PLANTING THAT OCCURS OUTSIDE THE BUILDING ENVELOPE IS FOR RESTORATION PURPOSES ONLY OR IS SPECIFIC TO UTILITIES RESTORATION.
19. SIX (6) INCH PLANT MIX SHALL BE PROVIDED FOR ALL LAWN, TURF, AND NATIVE PLANTING ZONES. 18 INCH PLANT MIX SHALL BE PROVIDED FOR ALL PERENNIAL PLANTING BEDS UNLESS OTHERWISE NOTED.
20. ALL PLANT MATERIAL SHALL BE FLORIDA GRADE #1 OR BETTER AS OUTLINED IN GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I AND II OF THE LATEST EDITION, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

PLANTING SCHEDULE

ABR.	QUANTITY	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS			
PRESERVED TREES & PALMS							
5		FICUS AUREA	STRANGLER FIG	60"	35'	30'	PRESERVE CONTRACTOR TO PROTECT AND CARE FOR PLANT MATERIAL
6		WASHINGTONIA ROBUSTA	WASHINGTON PALM	12"	30'	10'	PRESERVE CONTRACTOR TO PROTECT AND CARE FOR PLANT MATERIAL
RELOCATED TREES & PALMS							
4		COCOS NUCIFERA	COCONUT PALM	10"	30'	18'	RELOCATE LOCATION OF PLANT MATERIAL CONFLICTS WITH CONSTRUCTION ENVELOPE
TREES							
CDI	6	COCCOLOBA DIVERSIFOLIA	PIGEON PLUM	65 GAL. GRADE #1 SINGLE LEADER / STANDARD 2.5 IN. CAL 12 FT. HT OA			
PALMS							
CNU	7	COCOS NUCIFERA 'GREEN MALAYAN'	COCONUT PALM	FG. 16 FT. GW - CHARACTER CURVE TRUNK (GC PROVIDE IMAGES FOR APPROVAL)			
TZ	18	THRINAX RADIATA	THATCH PALM	15. GAL. 4 FT. OA			
TRA	1	THRINAX RADIATA	THATCH PALM	100 GAL. TRIPLE 10 - 12 FT. OA.			
UNDERSTORY TREES & SHRUBS							
MD	19	MONSTERA DELICIOSA	MEXICAN BREADFRUIT	7 GAL. FULL			
GROUNDCOVERS							
SP	55	SPARTINA PATENS	SALTCHORD GRASS	7 GAL.			
MISC.							
CONTRACTOR TO PROVIDE LANDSCAPE ARCHITECT WITH \$4,000 WHOLESALE PLANT ALLOWANCE							

PLANT IMAGES



PIGEON PLUM



COCONUT PALM



THATCH PALM



MONSTERA



SALTCHORD GRASS



BROMELIADS, ORCHIDS & TILLANDSIAS TO BE PLACED ON SCREEN & THE TRUNKS OF PALMS & TREES



SEAL (S TYLER NIELSEN - LA667097)



03.16.2020

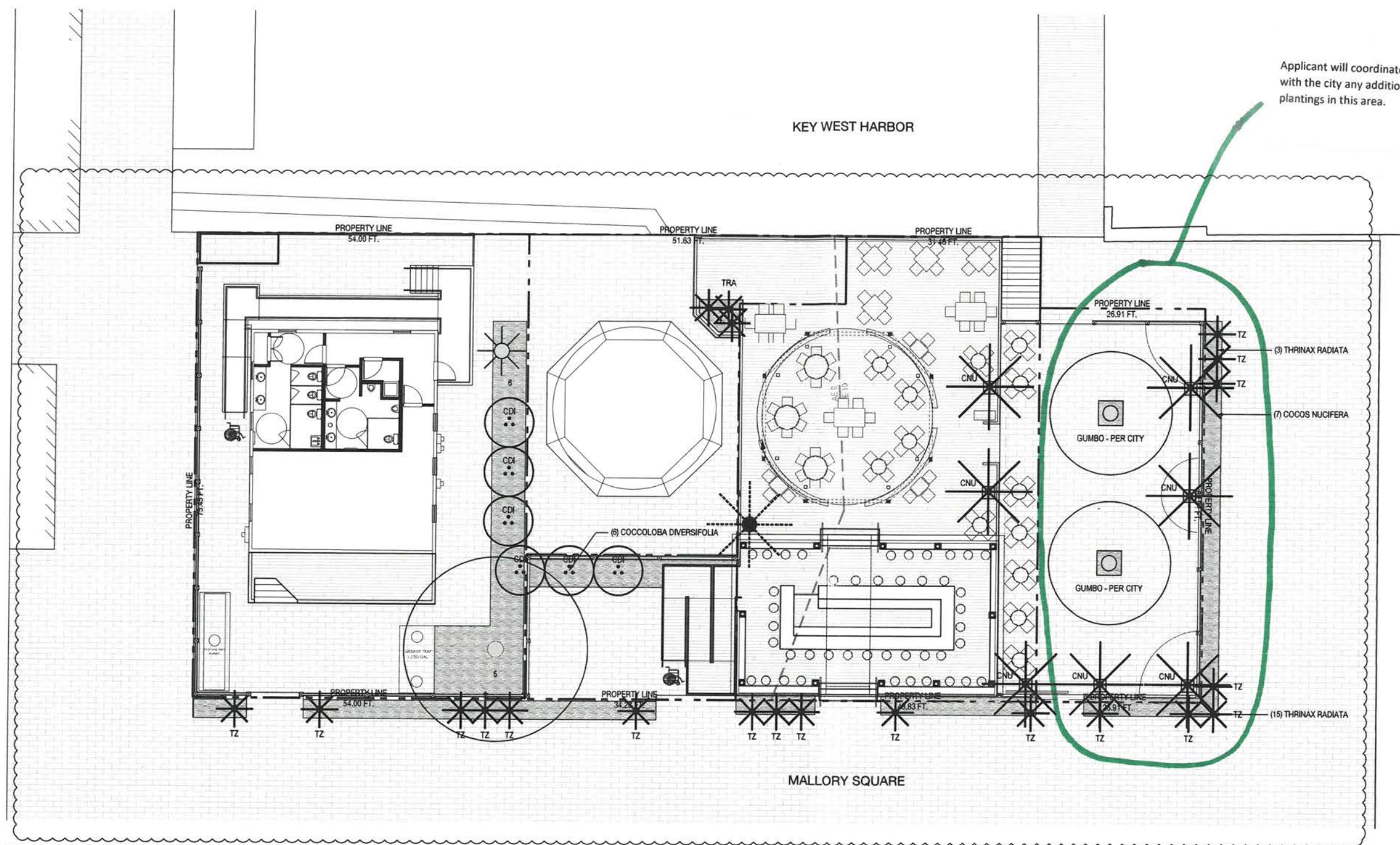
PLANTING SCHEDULE & NOTES	
DATE	ISSUE
11.18.2017	TREE COMMISSION
02.19.2020	REVISION 01
03.16.2020	REVISION 02

L700

Applicant will coordinate with the city any additional plantings in this area.

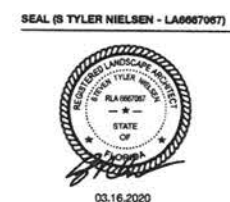
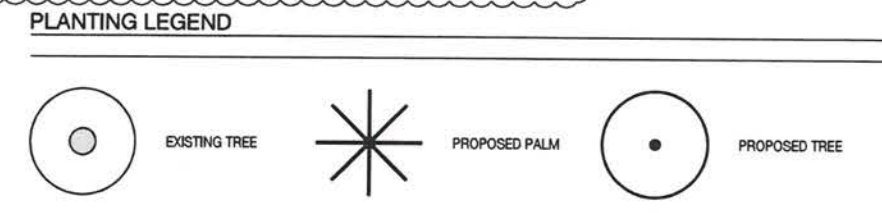
*5520
Kaufman
2020-0142*

TROPICAL SOUP GARDEN
TROPICAL SOUP | MALLORY SQUARE | KEY WEST, FLORIDA 33040



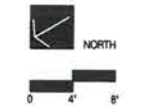
PLANTING SCHEDULE

ABR.	QUANTITY	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS	
PRESERVED TREES & PALMS					
5		FICUS AUREA	STRANGLER FIG	60"	35" 30"
6		WASHINGTONIA ROBUSTA	WASHINGTON PALM	12"	30" 10"
RELOCATED TREES & PALMS					
4		COCOS NUCIFERA	COCONUT PALM	10"	30" 16"
TREES					
CDI	6	COCCOLOBA DIVERSIFOLIA	PIGEON PLUM	65 GAL. GRADE #1 SINGLE LEADER / STANDARD 2.5 IN. CAL 12 FT. HT OA	
PALMS					
CNU	7	COCOS NUCIFERA 'GREEN MALAYAN'	COCONUT PALM	FG. 16 FT. GW - CHARACTER CURVE TRUNK (GC PROVIDE IMAGES FOR APPROVAL)	
TZ	18	THRINAX RADIATA	THATCH PALM	15. GAL. 4 FT. OA	
TRA	1	THRINAX RADIATA	THATCH PALM	100 GAL. TRIPLE 10 - 12 FT. OA.	
UNDERSTORY TREES & SHRUBS					
MD	19	MONSTERA DELICIOSA	MEXICAN BREADFRUIT	7 GAL. FULL	
GROUNDCOVERS					
SP	55	SPARTINA PATENS	SALTCHORD GRASS	7 GAL.	
MISC.					
CONTRACTOR TO PROVIDE LANDSCAPE ARCHITECT WITH \$4,000 WHOLESALE PLANT ALLOWANCE					



TREE & PALM PLANTING PLAN

DATE	ISSUE
11.18.2017	TREE COMMISSION
02.19.2020	REVISION 01
03.16.2020	REVISION 02



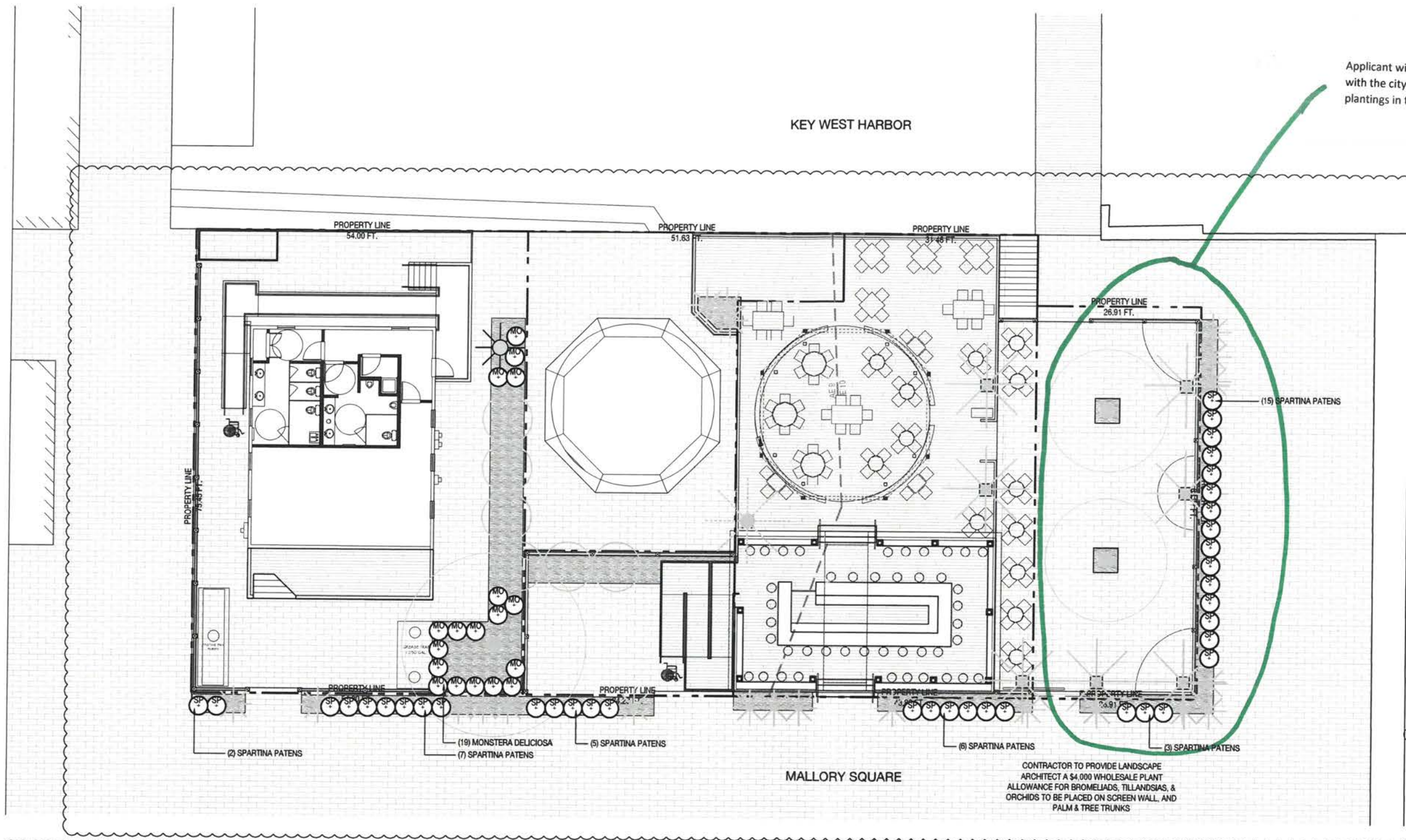
L701

KEY WEST HARBOR

Applicant will coordinate with the city any additional plantings in this area.

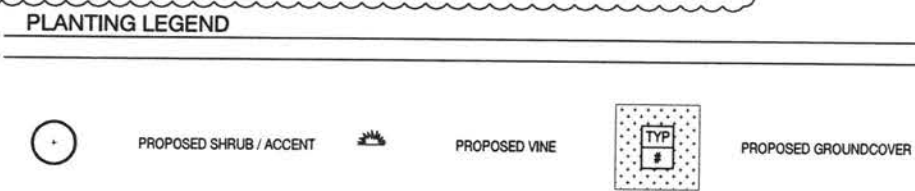
5-5-20
Lynn J. Nielsen
TZ020-0142

TROPICAL SOUP GARDEN
TROPICAL SOUP | MALLORY SQUARE | KEY WEST, FLORIDA 33040



PLANTING SCHEDULE

ABR.	QUANTITY	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
PRESERVED TREES & PALMS				
5		FICUS AUREA	STRANGLER FIG	60" 35' 30' PRESERVE CONTRACTOR TO PROTECT AND CARE FOR PLANT MATERIAL
6		WASHINGTONIA ROBUSTA	WASHINGTON PALM	12" 30' 10' PRESERVE CONTRACTOR TO PROTECT AND CARE FOR PLANT MATERIAL
RELOCATED TREES & PALMS				
4		COCOS NUCIFERA	COCONUT PALM	10" 30' 16' RELOCATE LOCATION OF PLANT MATERIAL CONFLICTS WITH CONSTRUCTION ENVELOPE
TREES				
CDI	6	COCCOLOBA DIVERSIFOLIA	PIGEON PLUM	65 GAL. GRADE #1 SINGLE LEADER / STANDARD 2.5 IN. CAL 12 FT. HT OA
PALMS				
CNU	7	COCOS NUCIFERA 'GREEN MALAYAN'	COCONUT PALM	FG. 18 FT. GW - CHARACTER CURVE TRUNK (GC PROVIDE IMAGES FOR APPROVAL)
TZ	18	THRINAX RADIATA	THATCH PALM	15. GAL. 4 FT. OA
TRA	1	THRINAX RADIATA	THATCH PALM	100 GAL. TRIPLE 10 - 12 FT. OA.
UNDERSTORY TREES & SHRUBS				
MD	19	MONSTERA DELICIOSA	MEXICAN BREADFRUIT	7 GAL. FULL
GROUNDCOVERS				
SP	55	SPARTINA PATENS	SALTCHORD GRASS	7 GAL.
MISC.				
CONTRACTOR TO PROVIDE LANDSCAPE ARCHITECT WITH \$4,000 WHOLESALE PLANT ALLOWANCE				

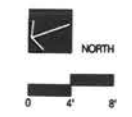


SEAL (S TYLER NIELSEN - LA0087067)



UNDERSTORY PLANTING PLAN

DATE	ISSUE
11.18.2017	TREE COMMISSION
02.19.2020	REVISION 01
03.18.2020	REVISION 02



L702

DDAI
DAVID DOUGLAS ASSOCIATES, INC.
 A Subsidiary of Cardno
 11400 Overseas Highway, Suite 208
 Miramar, Florida 33003
 Website: www.ddai-engineers.com
 Certification of Authorization # 1958

TROPICAL SOUP

Project Name:

Project Address:
 MALLORY SQUARE
 383 WEST FLORIDA 33000

Project Schematic:
 257 W. WASHINGTON, INC.
 23972 Overseas Highway
 Cudjoe Key, Florida 33042

Project Contact:
 L. Steve Hurley
 Project Manager
 Phone: 305.438.2866
 Email: ls@ddai-engineers.com
 Project Engineer:

THIS PLAN IS PRELIMINARY AND INTENDED FOR CONCEPTUAL LAYOUT AND LAND USE INTENSITIES OR DENSITIES MAY VARY. THIS PLAN IS NOT A SUBSTITUTE FOR A COMPLETE SURVEY, ENVIRONMENTAL ENGINEERING, AND REGULATORY CONSTRUCTION AND/OR OPPORTUNITIES.

NOT FOR CONSTRUCTION

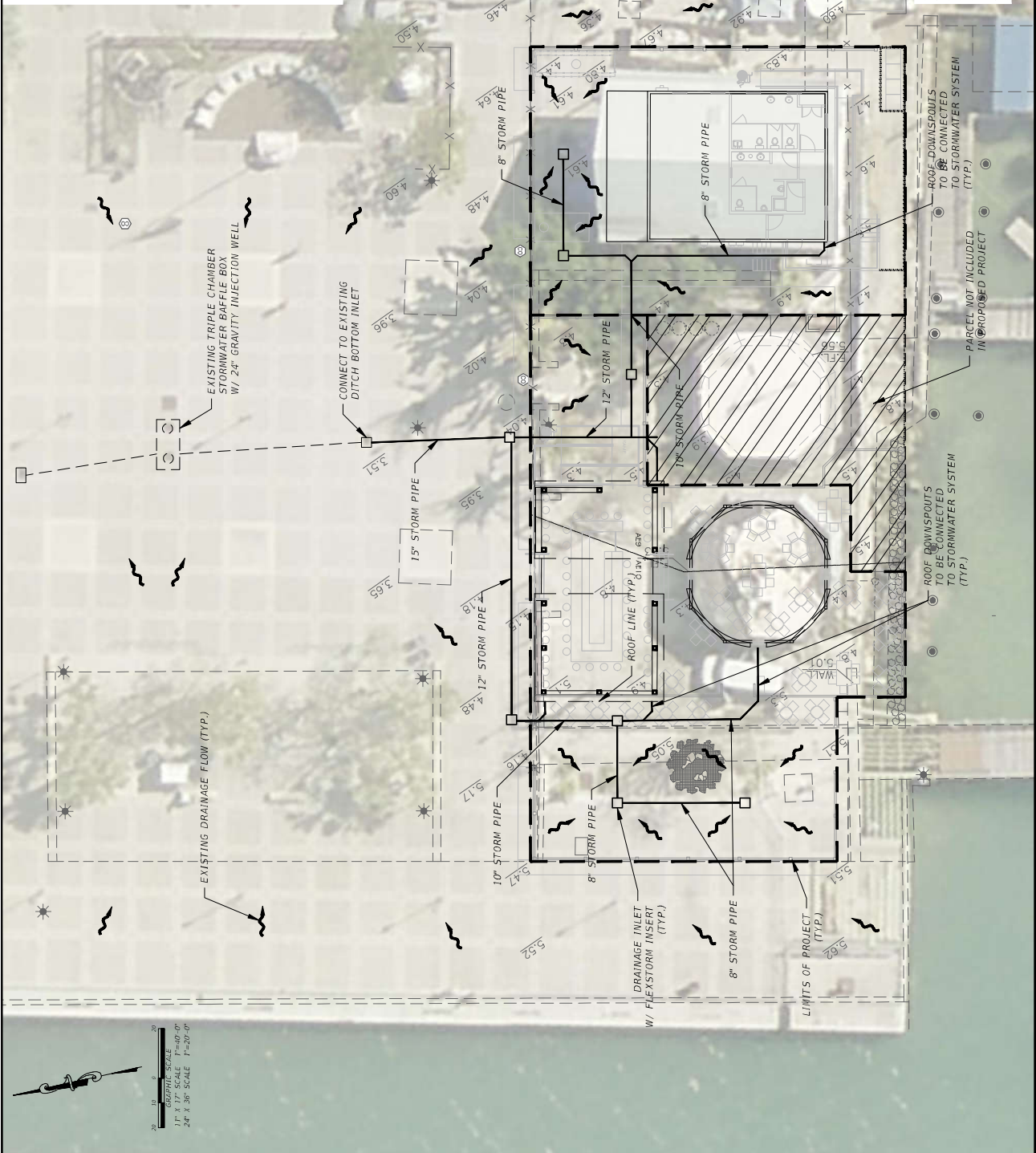
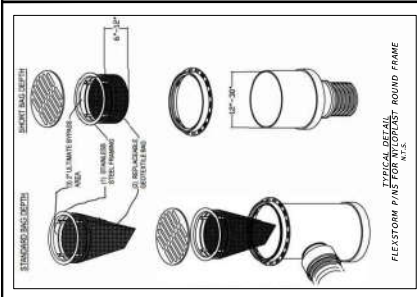
DATE	DESCRIPTION

SITE DATA:

DATE: 03/20/2020	TIME: 10:00 AM
PROJECT: 20-005	SHEET: 00
PROJECT: 20-005	SHEET: 00
PROJECT: 20-005	SHEET: 00
PROJECT: 20-005	SHEET: 00
PROJECT: 20-005	SHEET: 00

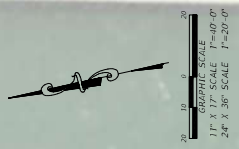
CONCEPTUAL DRAINAGE PLAN

PRELIMINARY



NOTE:

1. EXISTING DRAINAGE PATTERNS TO BE MAINTAINED BASED ON THE EXISTING PERMITTED MALLORY SQUARE DRAINAGE SYSTEM.
2. ALL PROPOSED INLETS TO INCLUDE FLEXSTORM INSERT.



**LOCATION MAP (N.T.S.)
PART OF LOTS 2, 3, 4, AND 5
SQUARE 3
KEY WEST, FL**



SURVEYORS NOTE:
THIS IS SHEET 1 OF 2. FOR GRAPHIC MAP
SEE SHEET 2. OF 2.
SHEET SIZE 13'X19'

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED TOPOGRAPHICAL SURVEY WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I AM A LICENSED PROFESSIONAL SURVEYOR AND MAPPER PURSUANT TO CHAPTER 347, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.02.

EDDIE A. MARTINEZ
PROFESSIONAL SURVEYOR AND
MAPPER
STATE OF FLORIDA

JOB NO.	N/A	DRAWN	DRE
FIELD BOOK	N/A	REVISED	EAM
SCALE:	1"=30'	SHEET NO.	1 OF 2

SURVEYOR'S NOTES:

- EXAMINATION OF THE ABSTRACT OF THE TITLE WILL HAVE TO BE MADE TO DETERMINE RECORD INSTRUMENTS IF ANY AFFECTING THE PROPERTY.
- LOCATION AND IDENTIFICATION OF UNDERGROUND ENCROACHMENTS OR UTILITIES ON AND/OR ADJACENT TO THE PROPERTY WERE NOT SECURED AS SUCH INFORMATION WAS NOT REQUESTED.
- THIS CERTIFICATION IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATION OF TITLE, ZONING, EASEMENTS, OR FREEDOM FROM ENCUMBRANCES. TITLE ABSTRACT NOT REVIEWED.
- THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF ENTITIES NAMED HEREON AND THE CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTY.
- DIMENSIONS, BEARINGS OR ANGLES INDICATED HEREIN ARE MEASURED AND ARE THE SAME AS PLAT VALUES UNLESS OTHERWISE INDICATED BEARINGS ARE BASED ON SHOWN PLAT VALUES (OR OTHERWISE SPECIFIED).
- UTILITY FACILITIES WITHIN UTILITY EASEMENTS NOT NOTED AS VIOLATIONS. DRIVEWAYS OR PORTIONS THEREOF WITHIN ROADWAYS NOT NOTED AS VIOLATIONS OR ENCROACHMENTS.
- THIS DRAWING IS PROPERTY OF ZURWELLE-WHITTAKER, INC. AND CANNOT BE REPRODUCED WITHOUT WRITTEN CONSENT.
- THE ELEVATION INFORMATION SHOWN HEREON (IF ANY) IS RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) OF 1929 UNLESS OTHERWISE NOTED.
- COORDINATES SHOWN ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983/90 AS BASED ON THE STATE OF FLORIDA'S D.O.T. FLORIDA PERMANENT REFERENCE NETWORK (FP-RN). A GPS-BASED REFERENCE NETWORK-BASE STATION (LISEL KEY WEST STATION).
- PROFESSIONAL SURVEYOR AND MAPPER. THIS DRAWING IS PROPERTY OF ZURWELLE-WHITTAKER, INC. PROFESSIONAL SURVEYOR AND MAPPER. THIS DRAWING BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER. THIS DRAWING IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
- USE OF LAND AS DEFINED BY (64-77) THE FIELD MEASUREMENTS VERIFIED BY CALCULATIONS OF A CLOSED GEOMETRIC FIGURE IS SUBJECT TO THE CONTROL OF THE STATE OF FLORIDA.
- COMMERCIAL-HIGH RISK.
- SUBURBAN.
- USUAL.

THIS SPECIFIC PURPOSE / TOPOGRAPHICAL SURVEY IS INTENDED IN TO SHOW ELEVATIONS AND IMPROVEMENTS AT A AREA LOCATED IN MALLERY SQUARE, KEY WEST, FL AS SHOWN ON THE LOCATION MAP. ELEVATIONS ARE BASED ON N.G.V.D. 1929.

RESERVED

BENCHMARK INFORMATION:

- National Geodetic Survey, Retrieval Date = FEBRUARY 20, 2020
- AA00004 TIDAL BM - This is a Tidal Benchmark.
- AA00004 DESIGNATION: 17Z-4560 TIDAL 25
- AA00004 PID - AA00004
- AA00004 STATE/COUNTY- FL/MONROE
- AA00004 USGS QUAD - KEY WEST (2018)
- AA00004 NAVD 83 (1985) - (N) 081 48 21.8 (W) 185 145.05
- AA00004 NAVD 83 ORTHO HEIGHT - 1.148 (meters) 3.77 (feet) ADJUSTED
- AA00004 GEOD HEIGHT - -21.749 (meters) 70.83 (feet) UNADJUSTED
- AA00004 DYNAMIC HEIGHT (SUPERSEDED) - 3.76 (feet) COMP
- AA00004 NAVD 88 (08/15/89) 1.153 (m) 3.78 (ft) SUPERSEDED 1 2
- AA00004 NGVD 29 (77/27/82) 1.584 (m) 5.20 (ft) SUPERSEDED 1 2
- AA00004 No superseded survey control is available for this station.
- AA00004 MARKER: DB = BENCH MARK DISK
- AA00004 SP SET: BRICK BUILDING WALL
- AA00004 STAMPING: 25 1923 6.292
- AA00004 STATION DESCRIPTION
- AA00004 DESCRIBED BY COAST AND GEODETIC SURVEY 1966
- AA00004 KEY WEST, ABOUT 0.1 MILE NORTHEAST ALONG FRONT STREET FROM THE INTERSECTION OF WHITEHEAD STREET, AT THE INTERSECTION OF DUVAL AND FRONT STREET, SET VERTICALLY IN THE NORTHEAST CONCRETE FOUNDATION OF THE CENTER LINE OF FRONT STREET, 7.6 FEET SOUTHWEST OF THE SOUTHWEST CURB OF DUVAL STREET, 0.9 FOOT SOUTHEAST OF THE NORTH SIDEWALK OF THE BUILDING AND 2.2 FEET ABOVE THE LEVEL OF THE SOUTHWEST SIDEWALK.

ABBREVIATIONS:

ACC	ARE CONDUITER
ADG	ADJUSTED
CB	CONCRETE BLOCK STUCCO
CH	CHAINS
CH BR	CHAINS BEARING
CH F	CHAIN FENCE
CH L	CHAIN LINK FENCE
CH R	CHAIN RAIL FENCE
CH S	CHAIN S
CH T	CHAIN T
CH U	CHAIN U
CH V	CHAIN V
CH W	CHAIN W
CH X	CHAIN X
CH Y	CHAIN Y
CH Z	CHAIN Z
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CH 99	CHAIN 99
CH 100	CHAIN 100

FLOOD INFORMATION:

COMMUNITY NUMBER	125120
PANEL NUMBER	12097CDR194K
SUPV	IK
PRV ZONE	16-2005
AE	AE
BASE FLOOD ELEVATION	8'

FIELD WORK INFORMATION:

DATE SURVEYED	11-14-2021
DATE DRAWING	12-14-2021
DATE BOUNDING SHEET	02-18-2020
FEES (PREPARED)	02-15-2020

SYMBOL LEGEND:

☉	LIGHT POLE
●	CONC. POLE
⊖	ELECTRIC BOX
⊕	TRAFFIC SIGNAL BOX
⊗	FIRE HYDRANT
⊘	STORM SEWER CATCH BASIN
⊙	WATER METER
⊚	SIGN
⊛	TELEPHONE BOX
⊜	WATER VALVE
⊝	ELEVATIONS
⊞	TRAFFIC LANE FLOW
⊟	CENTER LINE
⊠	MONUMENT LINE
⊡	DIAMETER

MONROE COUNTY SURVEYING & MAPPING, INC.
SURVEYORS & MAPPERS, CIVIL ENGINEERS
A DIVISION OF ZURWELLE-WHITTAKER, INC. (EST. 1926)
400 TRADEWAY AVENUE, KEY WEST, FL 33040
TEL: 305-854-1234 FAX: 305-854-1235
MEMBER: FLORIDA LAND SURVEYORS COUNCIL, FLORIDA SURVEYING AND MAPPING SOCIETY

MALLERY SQUARE
402 WALL STREET
KEY WEST, FL 33040

ZURWELLE-WHITTAKER
SURVEYORS & ENGINEERS
SINCE 1926

EDDIE A. MARTINEZ
PROFESSIONAL SURVEYOR AND
MAPPER
STATE OF FLORIDA

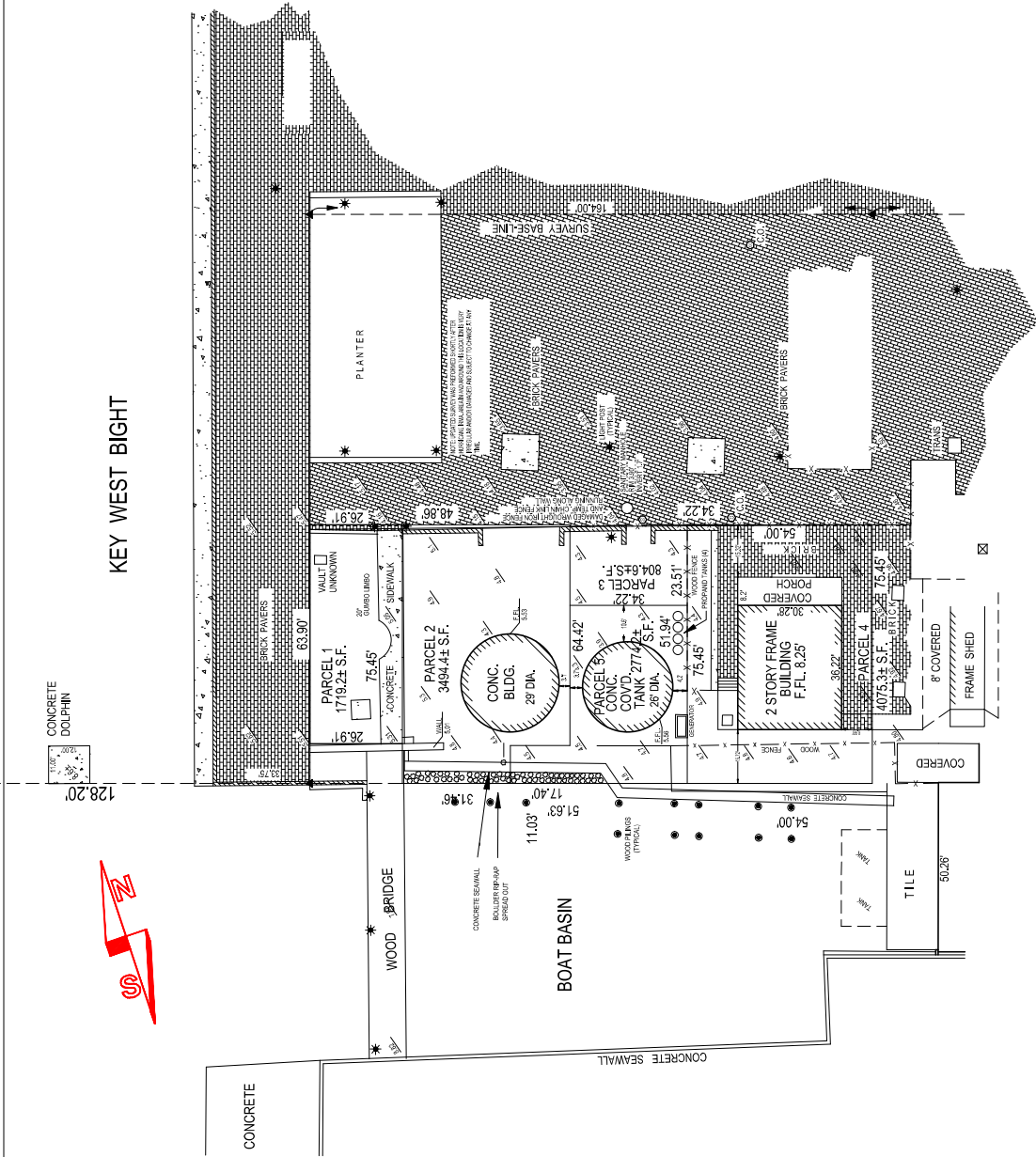
JOB NO.	N/A	DRAWN	DRE
FIELD BOOK	N/A	REVISED	EAM
SCALE:	1"=30'	SHEET NO.	1 OF 2

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED TOPOGRAPHICAL SURVEY WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I AM A LICENSED PROFESSIONAL SURVEYOR AND MAPPER PURSUANT TO CHAPTER 347, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.02.

EDDIE A. MARTINEZ
PROFESSIONAL SURVEYOR AND
MAPPER
STATE OF FLORIDA

SPECIFIC PURPOSE / TOPOGRAPHICAL SURVEY



KEY WEST BIGHT

SURVEYORS NOTE:
 THIS IS SHEET 2 OF 2, FOR LEGAL DESCRIPTION NOTES, ABBREVIATIONS,
 LOCATION MAP AND ETCETERA PLEASE SEE SHEET 1 OF 2
 SHEET SIZE 13"x19".

SURVEYORS CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED TOPOGRAPHICAL SURVEY WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I AM A LICENSED PROFESSIONAL SURVEYOR AND AMBERS PURSUANT TO CHAPTER 5417, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 47.237, ALSO THAT THERE ARE NO VISIBLE ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON.
 EDIE A. MARTINEZ, SURVEYOR
 11705 Mallery Square, Suite 100, Key West, FL 33040

REVISIONS	DRAWN	JOB NO.	FIELD BOOK	SCALE
02-19-2020	N/A	N/A	N/A	1"=30'
	DRE		EMU	
	REVISED		SHEET NO.	
			2 OF 2	

MALLERY SQUARE
402 WALL STREET
KEY WEST, FL 33040

MONROE COUNTY SURVEYING & MAPPING INC
A DIVISION OF ZURWELLE-WHITTAKER, INC (EST. 1926)
 11705 MALLERY SQUARE, SUITE 100, KEY WEST, FL 33040
 PH: (305) 234-4488 OR (305) 238-2488 FAX: (305) 351-4488
 WWW.ZURWELLE-WHITTAKER.COM
 MEMBER: FLORIDA LAND SURVEYORS COUNCIL, FLORIDA SURVEYING AND MAPPING SOCIETY

