

**THE CITY OF KEY WEST
PLANNING BOARD
Staff Report**



To: Chairman and Planning Board Members

From: Brendon Cunningham, Senior Planner
Revisions – Carlene Smith, Planner Analyst

Through: Donald Leland Craig, AICP, Planning Director

Meeting Date: August 21, 2014

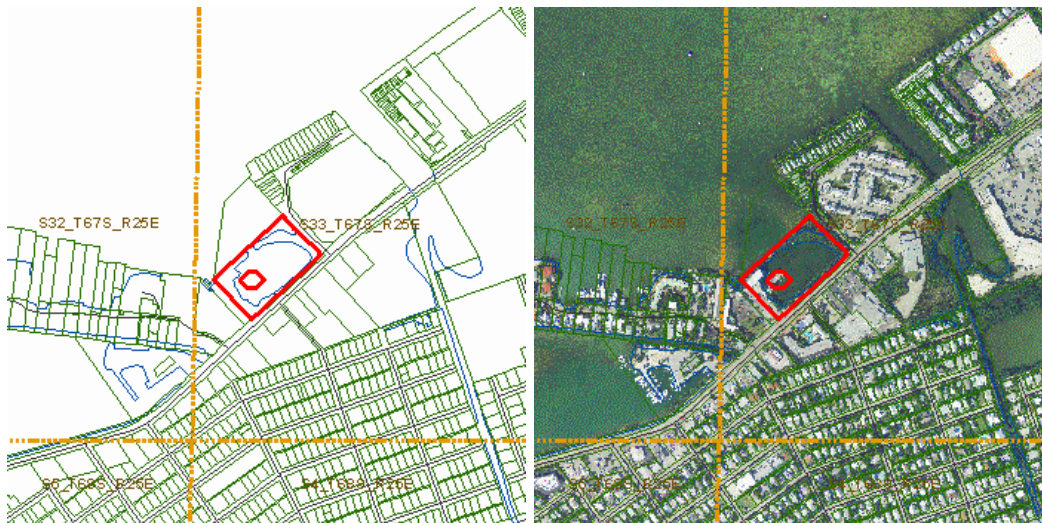
Agenda Item: **Major Development Plan & Conditional Use - 2407 North Roosevelt Boulevard (RE# 00002280-000100, AK# 8890613)** – A request for Major Development Plan and Conditional Use Application and Landscape and Buffer-Yard Waiver approval to construct dockage with 79 berths in the C-OW zoning district per Section 108-91 B. 2(c) of the Land Development Regulations of the Code of Ordinances of the City of Key West.

Applicant: Trepanier and Associates, Inc.

Property Owner: Dr. Richard Walker

Location: 2407 North Roosevelt Boulevard, (RE# 00002280-000100, AK# 8890613)

Zoning: Outstanding Waters of the State (C-OW) zoning district



Background:

The site had previously been the location of the “Flipper Sea School” and consisted of multiple pier structures with various commercial uses. Those piers were destroyed by Hurricane Wilma. There remains a one-story building on pilings that house professional offices, owned by another party.

Request:

The approval of a Major Development Plan and Conditional Use application to allow the construction of a dock system with 79 berths.

Surrounding Zoning and Uses:

The surrounding land uses are a mix of residential and commercial with Florida Bay to the north.

North: C-OW Florida Bay

South: CG Commercial Retail & Hotel

East: MDR Roosevelt Gardens

West: MDR Hilton Haven

Process:

Development Review Committee Meeting:

June 27, 2013

Planning Board Meeting:

November 21, 2013, postponed

March 20, 2014, postponed

June 19, 2014, postponed

July 17, 2014, postponed

August 21, 2014

City Commission Meeting:

Pending Date

Evaluation for Compliance with the Land Development Regulations: Major Development

Section 108-91 B(2)(b) of the City of Key West LDRs requires that any proposed non-residential development outside the historic district greater than 5,000 square feet submit an application for a major development plan approval. Section 108-196(a) of the LDRs (review by the Planning Board) states "after reviewing a major development plan or a minor development plan for a property and staff recommendations, the Planning Board shall act by resolution to approve, approve with conditions, or disapprove based on specific development review criteria contained in the land development regulations and the intent of the land development regulations and comprehensive plan." If approved, the Planning Board will then make a recommendation to the City Commission.

Section 108-198 states that the City Commission shall approve with or without conditions or disapprove the development plan based on specific development review criteria contained in the land development regulations and based on the intent of the land development regulations and comprehensive plan. The City Commission may attach to its approval of a development plan any reasonable conditions, limitations or requirements that are found necessary, in its judgment, to effectuate the purpose of this article and carry out the spirit and purpose of the comprehensive plan and the land development regulations. Any condition shall be made a written record and affixed to the development plan as approved. If the City Commission disapproves a development plan, the reasons shall be stated in writing."

Planning staff, as required by Chapter 108 of the City of Key West LDRs, has reviewed the following for compliance with the City's LDRs and comprehensive plan:

Concurrency Facilities and Other Utilities or Service (Section 108-233):

The City's Comprehensive Plan Objective 9-1.5 directs the City to ensure that facilities and services needed to support development are available concurrent with the impacts of new development. The analysis considers potable water, sanitary sewer, solid waste, drainage, vehicle trip generation and recreation. Section 94-36 requires a concurrency determination to be made concerning proposed development. The applicant provided a concurrency analysis that the Department has reviewed.

Level of service requirements are calculated based on acreage in land. Considering that the property consists of bay bottom and mangrove, calculating by this measure is largely impractical. However, in Section 108-572, Off Street Parking, the required number of spaces is calculated as 1 space per 4 slips. The property is approximately 4.6 acres. If the measure is to be as with parking, the acreage to consider would be 25% or 1.15 acres, which would roughly equate to a lower intensity commercial use.

Sanitary Sewer

Section 94-67 of the City of Key West Code sets the level of service standard for sanitary sewer for nonresidential uses at 660 gal/acre/day.

Utilizing this level of service standard;

- i) the capacity of the **available** use of the subject property would be:

$$660 \text{ gal/acre/day} \times 1.15 \text{ acres [existing undeveloped area]} = 759 \text{ gal/day}$$

- ii) the capacity of the **proposed** use of the subject property would be:

$$660 \text{ gal/acre/day} \times 1.15 \text{ acres [proposed developed area]} = 759 \text{ gal/day}$$

Note: the consumption predicted is the same because the City's standard uses an acreage figure rather than floor area.

The current treatment plant has the potential capacity of 10 million gallons per day. At this time only 4.8 million gallons per day are currently utilized. The plant has the capacity to accommodate this addition to the original project. The applicant will provide onsite sewage pump out facilities serving all boats capable of docking.

Potable Water Supply

Section 94-68 of the City of Key West Code sets the level of service standard for potable water for nonresidential uses at 650 gal/acre/day. Utilizing this level of service standard;

- i) the capacity of the **existing** use of the subject property would be:

$$650 \text{ gal/acre/day} \times 1.15 \text{ acres [existing developed area]} = 747.5 \text{ gal/day}$$

ii) the capacity of the **proposed** use of the subject property would be:

$$650 \text{ gal/acre/day} \times 1.15 \text{ acres [proposed developed area]} = 747.5 \text{ gal/day}$$

The existing site is currently serviced with potable water by the Florida Keys Aqueduct Authority (FKAA). FKAA has been notified of the upcoming development and has available capacity to service the proposed development with the existing infrastructure currently in place. The applicant will pursue final FKAA permit approvals for potable water service prior to construction and will submit a complete set of plans to determine meter requirements and System Development Fees.

Drainage

This will apply to the existing, to be reconfigured parking lot adjacent to the site, currently used jointly by Dr. Walker's office, the residential units and the professional office building. The proposed dockage is on property that consists of bay bottom and mangrove only. Section 94-69 of the City of Key West Code sets the drainage level of service standard as: i) post development runoff shall not exceed predevelopment runoff for a 25 year storm event, up to and including an event with a 24-hour duration; ii) onsite treatment of the first one inch of rainfall must be provided to meet water quality standards; and iii) storm water facilities must be designed so as to not degrade any receiving water body.

The site will meet or exceed minimum requirements through best management practices. Perez Engineering prepared a conceptual drainage plan dated 09.28.12. for the upland portion of the project. The Engineering Department reviewed this plan for compliance and determined that the plan meets the requirements of the City of Key West Code of Ordinances. The plan proposes two exfiltration trenches and a catch basin that will capture stormwater runoff followed by disposal via groundwater percolation.

Solid Waste

Section 94-71 of the City of Key West Code sets the level of service standard for solid waste for nonresidential uses at 6.37 lb/capita/day. The calculations are based on per capita waste generation. Currently there are no employees. However, there will be one employee for general maintenance.

Utilizing this level of service standard;

i) the capacity of the **existing** use of the subject property would be:

$$6.37 \text{ lb/capita/day} \times 0 \text{ employees} = 0 \text{ lb/day}$$

ii) the capacity of the **proposed** use of the subject property would be:

$$6.37 \text{ lb/capita/day} \times 79 \text{ berths} = 6.37 \text{ lb/day}$$

However, when fully utilized a 79 slip marina will create significantly more solid waste on a daily basis than a commercial facility with one employee. On peak days, slip users can expect to create demand for disposal of consumed package good containers, fishing paraphernalia remnants, and fish carcasses, a conservative estimate would be peak day usage of $0.25 \times 79 \times$

6.37lbs per day = 125lbs/peak day. According to the manager of the Key West Bight, that City Owned marina, inclusive of charter boat slips requires one 15 yard dumpster, each with a capacity of 500 lbs, emptied three times weekly. Again a conservative estimate for this marina will be one dumpster emptied once weekly.

The City's contract for Waste Management accounts for potential increase in service needs. The capacity of the landfill is measured in years. Waste Management calculates the remaining capacity or "lifespan" to be 20 years.

Roadways/Trip Generation

Section 94-72 of the City of Key West Code sets the level of service standard for roads. According to code Section 94-72, North Roosevelt Boulevard is considered as an arterial, the level of service is rated at level C and is thus not considered "constrained." The applicant details that the combined daily uses of the residential, medical and marine use will generate 32 trips on weekdays, 23 on Saturday and 32 on Sunday. Please note that the doctor's office is closed on the weekend. Parking for the various uses is provided as 12 dedicated spaces on site with an additional 8 non-exclusive spaces for 2409 North Roosevelt Boulevard and 57 spaces at 2400 North Roosevelt Boulevard (Fairfield Inn & Suites) via an easement agreement resulting in 69 dedicated spaces with a possible overflow of 8.

Staff has reviewed the following criteria in Section 94-36 to determine if whether the proposed project meets the City's requirements for concurrency management:

1. The anticipated public facility impacts of the proposed development:

The proposed development is not anticipated to generate any public facility impacts.

2. The ability of existing facilities to accommodate the proposed development at the adopted level of service standards:

Existing facilities are expected to accommodate the proposed development at the adopted level of service standards.

3. Any existing facility deficiencies that will need to be corrected prior to the completion of the proposed development:

The Planning Department is not aware of any existing facility deficiencies at this time; therefore, it is not apparent that any existing deficiencies will need to be corrected prior to the completion of the proposed development.

4. The facility improvements or additions necessary to accommodate the impact of the proposed development at the adopted level of service standards and the entities responsible for the design and installation of all required facility improvements or additions; and

The Planning Department is not aware of any facility improvements or additions that are necessary to accommodate the impact of the proposed redevelopment.

5. The date such facility improvements or additions will need to be completed to be concurrent with the impacts on such facilities created by the proposed development:

These criteria are not applicable, as there are no known facility improvements or additions that will need to be completed for the redevelopment project.

Fire Protection:

The project is commercial per the Florida Building Code. The Fire Marshal has required that there be fire hose stations on stand pipes. The Fire Department will review the design at the building permit stage.

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

1. Compliance with Chapter 102; Articles 111, IV and V:

Not applicable: the property is not in an historic district.

2. Compliance with Section 108-956:

Section 108-956 discusses the requirements for domestic water and wastewater. These issues are discussed in the concurrency analysis above.

3. Compliance with Chapter 110; Article II:

Should any archeologically significant resources be discovered during the development of the site, the applicant shall be required to comply with this article of the LDRs.

Site location and character of use (Section 108-235):

1. Appearance of site and structures (Section 108-236):

The proposed project consists of a water dependent use with dockage on open water. This section also requires review for compliance with the performance standards stipulated in Section 108-278 through 108-288.

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

The enclosed waste storage area will be located on the south side of the entry way. By necessity, the utility hardware consisting of the necessary fire hose stations and stand pipes will be readily accessible and thus in plain view.

3. Utility lines (Section 108-282):

New development requires all utility services to be placed underground. Not applicable: this is dockage over water.

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

Not applicable: no commercial activities will take place as chartered boats are to be prohibited.

5. Exterior Lighting (Section 108-284):

All lighting will be directional and/or shielded from the surrounding streets to prevent glare in a "Dark Skies" format.

6. Signs (Section 108-285):

The applicant will comply as necessary. There will be an allowance for one sign on North Roosevelt Boulevard that will comply with the Boulevard Appearance and Safety Zone requirements.

7. Pedestrian sidewalks (Section 108-286):

Not applicable: this is dockage over water.

8. Loading docks (Section 108-287):

Not applicable: this is boat dockage over water.

9. Storage Areas (Section 108-288):

There is no provision for exterior storage on this site other than that for solid waste.

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

The required parking for this project, including the existing development is 62 spaces. The existing on-site parking contains 12 assigned vehicle spaces with an additional 8 non-exclusive easement spaces for 2409 North Roosevelt Boulevard. Additionally, the applicant has a parking easement for 57 spaces with the nearby Fair Field Inn property at 2400 North Roosevelt Boulevard. Parking in these spaces will require individuals to exit the Fairfield property, traverse the City ROW and enter the property through the drive aisle to the Dr.'s property.

Housing (Section 108-245):

Not applicable. There is no permanent residential use proposed for this project.

Economic resources (Section 108-246):

Not applicable: this is dockage over water.

Special Consideration (Section 108-247):

Not applicable.

Construction management plan and inspection schedule (Section 108-248):

Construction will be in one phase. The inspection schedule will be submitted along with construction plans during the permitting process.

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

Not applicable: this is dockage over water. However, the project site is entirely surrounded by mangroves.

Off-street parking and loading (Article VII):

The existing parking requirements are for 62 spaces. The applicant will provide for 69 parking spaces as described above. The condition regarding parking required by staff assures the availability of this additional parking.

Stormwater and surface water management (Article VIII):

The applicant will capture storm water in two exfiltration trenches and a catch basin. Best Management Practices (BMP) will address additional stormwater management.

Flood Hazard Areas (Division 4 - Sections 108-821 - 108-927):

The property is located in the AE 9 flood zones. The proposed use is allowed as it is a water dependent use.

Utilities (Article IX):

The requirements of this article were addressed under the concurrency management analysis.

Art in Public Places (City Code Section 2-487):

This proposed development, being a Major Development Plan, qualifies for the City’s Art in Public Places (AIPP) program, pursuant to City Code Section 2-487. The AIPP program requires 1% of construction costs to be set-aside for the acquisition, commission and installation of artwork on the subject property. Alternatively, developers may opt to pay an in-lieu fee equal to 1% of the construction costs instead of having on-site artwork. The program applies to new construction projects exceeding \$500,000 and renovation projects exceeding \$100,000. If the construction project exceeds \$500,000 then a full public art plan would be required to be approved by the AIPP Board prior to building permit issuance.

END MAJOR DEVELOPMENT REVIEW

Section 122-62 Specific Criteria for Approval: Conditional Use

Findings: The Planning Board may find that the application meets the Code purpose of ensuring that “a conditional use shall only be permitted on specific sites where the proposed use may be adequately accommodated without generating adverse impacts on properties and land uses within the immediate vicinity.”

The following criteria form the basis for a finding of compliance.

Characteristics of Use Described:

1. Scale and Intensity

a. Floor Area Ratio (FAR):

Not applicable: this is dockage over water.

b. Traffic Generation:

The dockage will not support any charter boat activity of any kind. Therefore the majority of the traffic generated will likely peak on the weekend when private owners will generally use their boats. The applicant details that the combined daily uses of the residential, medical and marine use will generate 32 trips on weekdays, 23 on Saturday and 32 on Sunday. Please note that the doctor’s office is closed on the weekend.

c. Square Feet of Enclosed Building for Each Specific Use:

Not applicable: this is dockage over water.

d. Proposed Employment

The applicant will have one employee.

e. Proposed Number of Service Vehicles:

Not applicable: there will be no scheduled deliveries.

f. Off-Street Parking:

As stated previously, the applicant will provide 69 off-street parking spaces. The condition regarding parking required by staff assures the availability of this additional parking.

2. On or Off site Improvements Required and Not Listed in Subsection (b)(1)

1. Utilities:

New development requires all utility services to be placed underground. Not applicable: this is dockage over water.

2. Public facilities:

There is no residential use proposed. The concurrency analysis found there to be no impact on public facilities.

3. Roadway or Signal Improvements:

Not applicable; no changes are being proposed to roadway or signal improvements.

4. Accessory Structures or Facilities:

Not applicable; no accessory structures are proposed.

5. Other Unique Facilities/Structures Proposed as Part of On-Site Improvements:

The applicant proposes two exfiltration trenches and a catch basin.

3. On-Site Amenities Proposed to Enhance the Site and Planned Improvements.

a. Open Space:

Not applicable: this is dockage over water.

b. Setbacks from Adjacent Properties:

The proposed project will meet all required setbacks.

c. Screening and Buffers:

The project site is surrounded by established mangroves.

d. Landscaped Berms Proposed to Mitigate Against Adverse Impacts to Adjacent Sites:

Landscape berms are not proposed and are not considered to be effective mitigation for this project.

e. Mitigative Techniques for Abating Smoke, Odor, Noise, and Other Noxious Impacts:

The proposed facility will not produce smoke or odor, noise or other noxious impacts.

Criteria for Conditional Use Review and Approval: Applications For a Conditional Use Review Shall Clearly Demonstrate the Following:

1. Land Use Compatibility:

The dockage is a water dependent use and one of the few uses allowed in this zoning district.

2. Sufficient Site Size, Adequate Site Specifications and Infrastructure to Accommodate the Proposed Use:

The size and shape of the site is adequate to accommodate the proposed scale and intensity of the conditional use requested. No substantive changes to access or internal circulation are being proposed. The applicant intends to use existing infrastructure to the site.

3. Proper Use of Mitigative Techniques:

The proposed use will not have an adverse impact on public facilities as there is no residential component requiring an increase in park, school, community center or other public use.

4. Hazardous Waste:

No hazardous waste will be generated by the proposed conditional use.

5. Compliance with Applicable Laws and Ordinances:

The applicant will comply with all applicable laws and regulations as a condition of approval.

6. Additional Criteria Applicable to Specific Land Uses. Applicants Shall Demonstrate the Proposed Conditional Use Satisfies the Following Criteria:

a. Land Uses Within a Conservation Area:

This project is proposed within the C-OW zoning district. As such certain requirements need to be met for the operation of the dockage. The project will need to comply with the City of Key West Comprehensive Plan Policy 5-1.2.2 #5 regarding Marine and Dock Facilities. The intent of this section is to limit impacts of development on water quality, habitat, and living marine resources. In this instance, there needs to be a four foot minimum depth and a minimum depth of three feet above the top of sea grasses for the construction of dockage. The applicant has demonstrated that the project can meet or exceed this requirement. An analysis has been added to the application that details this fact.

b. Residential Development:

Not applicable; residential development is not proposed.

c. Commercial or Mixed Use Development:

The project will be commercial in that the slips will be rented monthly.

d. Development Within or Adjacent to Historic Districts:

Not applicable; the property is outside the historic district.

e. Public Facilities or Institutional Development:

Not applicable; this is an application for a commercial use.

- f. **Commercial Structures, Uses and Related Activities Within Tidal Waters:**
The proposed project is located within tidal waters. According to Section 122-1186(b), docks shall only be permitted where a continuous channel having a mean low water depth of four feet and links the structure to deep water greater than four feet. Again, the applicant has demonstrated that the project can meet or exceed this requirement. An analysis has been added to the application that details this fact.
- g. **Adult Entertainment Establishments:**
Not applicable; no adult entertainment is being proposed.

REVIEW OF COMPREHENSIVE PLAN POLICIES AND RELATED LDR's

As stated above, the applicant has demonstrated that the project can meet or exceed this requirement. An analysis has been added to the application that details this fact.

LANDSCAPE WAIVER

Section 108-397(a) and (b) together with Section 108-413(b) establish the requirement for landscaping along the perimeter boundary of a site, and buffer yard. The applicant is requesting the landscape, buffering and waiver as allowed by Section 108-517(a) and (b). Staff analysis of the waiver of the perimeter and buffer is supported by the fact that the southeast and west portions of the basin are either water and mangroves, or solid land which only exists on lands owned by others. The upland western portion of the site is the parking lot and the driveway to it. If the buffer yards of a 4.0 acre site were imposed on the uplands the 40 feet width would eliminate the entirety of the parking on the site.

Therefore, staff supports the waiver as to the buffer yard, because according to Section 108-517(b)(3) a superior alternative exists which may serve as the basis for the waiver. That alternative is the striping of the existing parking area to create definable parking spaces, and the provision of the maximum feasible parking lot landscaping to the standards contained in Section 108-414(b) as described on email to the Planning Department on July 8, 2014.

RECOMMENDATION:

The Planning Department, based on the criteria established by the Comprehensive Plan and the Land Development Regulations, recommends the request for Major Development Plan and Conditional Use be **approved** with the following conditions:

Conditions to be completed prior to the issuance of a building permit:

1. The Applicant receives all necessary permits from relevant State and Federal Agencies.
2. In addition to the existing on-site parking the Applicant shall make available twenty (20) exclusive parking spaces for use in association with the proposed development. Confirmation that said additional parking spaces are available for the proposed development shall be presented to the Planning Department prior to the issuance of any building permit, land clearing permit, or any permit required for physical furtherance of the proposed development. The City of Key West Attorney shall review any parking easement agreement between applicant

and any property owner which is in furtherance of the above stated to insure compliance with City of Key West Code Sec. 108-576(a).

3. If the construction project exceeds \$500,000, the Applicant shall obtain approval of a Public Art Plan from the AIPP Board, pursuant to City Code Section 2-487, and may include payment of an in-lieu fee.
4. The Applicant shall obtain the proper permits for any trimming of mangroves during construction of the project.

Conditions to be completed prior to the issuance of a Certificate of Occupancy:

5. On-site artwork shall be installed and inspected by the City pursuant to Section 2-487.
6. The Applicant coordinates with the U.S. Coast Guard to provide and maintain navigational markers from the docking basin to open water.
7. All lighting complies with “dark sky” or equivalent program on the docks themselves.
8. The Applicant will provide sewage pump-out facilities for all boats, with pump-out facility accessible 24 hours a day to all vessels of any length.
9. The Applicant shall provide the parking lot landscaping required by LDR Section 108-414(b) as evidenced by a landscape plan prepared by a licensed landscape architect and reflective of the conceptual design contained in the email to the Planning Department on July 8, 2014.
10. The onsite parking lot shall be striped and the driveway to said parking stalls, appropriately marked.
11. The clear site triangle for the accessory to North Roosevelt Boulevard shall be maintained clear of obstruction as per City Code.
12. The Applicant shall install the hose cabinets, standpipes and other fire suppression and alarms as required by the City Fire Marshall.
13. The parking lot on site shall be restriped to provide standard size stalls required by City Code, including two handicapped stalls.
14. There shall be no other commercial use of the marina area or parking lot, nor shall the development plan or conditional use authorize the change of the existing legally non-conforming uses to any other commercial use.
15. There shall be no boat storage of any kind on the upland portions of the site inclusive of the parking lot.
16. The Applicant shall provide a fire department Hammerhead turn-around as required by code.
17. The Applicant shall provide a letter from structural engineer determining the hammerhead access road in close proximity of the water line can safely handle the total weight of our fire department trucks.
18. The Applicant shall provide a secondary emergency egress walkway for emergency purposes only, approved location and specifications are addressed in the Fire Access Site Plan (Sheet Number: C-7.0).

Conditions subject to a Conditional Approval Permit, per Ordinance 10-22 subject to an associated annual inspection:

19. The applicant maintains a Florida Department of Environmental Protection Clean Marina Designation.

20. There shall be no use of the marina for charter boats of any kind, including active or passive docking of charter vessels.
21. There shall be no boat ramp, or automobile or hoist assisted boat launching of any type.
22. There shall be no storage of boat trailers on any part of the site, nor in any of the parking spaces on site, or in leased areas.
23. No vessel longer than thirty (30) feet, nor any vessel with a draft of more than three (3) feet shall be docked, or allowed to use the marina.

Application

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



Development Plan & Conditional Use Application

Applications will not be accepted unless complete

Development Plan

Major

Minor _____

Conditional Use

Historic District

Yes _____

No

Please print or type:

- 1) Site Address 2407 North Roosevelt Blvd., Key West, FL 33040
- 2) Name of Applicant Trepanier & Associates, Inc.
- 3) Applicant is: Owner _____ Authorized Representative
 (attached Authorization and Verification Forms must be completed)
- 4) Address of Applicant 402 Appelrouth Lane
Key West, FL 33040
- 5) Applicant's Phone # 305.293.8983 Email owen@owentrepanier.com
- 6) **Email Address:** owen@owentrepanier.com
- 7) Name of Owner, if different than above Dr. Richard Walker
- 8) Address of Owner 2407 North Roosevelt Blvd., Key West, FL 33040
- 9) Owner Phone # 305.293.8983 Email owen@owentrepanier.com
- 10) Zoning District of Parcel C RE# 00002280-000100
- 11) Is Subject Property located within the Historic District? Yes _____ No
 If Yes: Date of approval _____ HARC approval # _____
 OR: Date of meeting _____
- 12) Description of Proposed Development and Use. Please be specific, list existing and proposed buildings and uses, number of dwelling units, parking, restaurant seats, vehicles proposed, etc. If there is more than one use, describe in detail the nature of each use (Give concise description here and use a separate sheet if necessary).
This project proposes the construction of dockage with
79 berths.

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 None known

If Yes: Date of approval _____ Resolution # _____

Attach resolution(s).

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

Yes X No _____

If Yes, describe and attach relevant documents.

Please see attached.

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.



Project Analysis

The following is complete analysis of the proposed construction of dockage with 79 berths including development plan and conditional use approval criteria.

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

- Name of Development
- Name of Owner/ Developer
- Scale
- North arrow
- Preparation and revision dates
- Location/ street address
- Size of site
- Buildings
- Structures
- Parking
- FEMA flood zones
- Topography
- Easements
- Utility locations
- Existing vegetation
- Existing storm water
- Adjacent land uses
- Adjacent buildings
- Adjacent driveways

Proposed development is depicted in attached plans prepared by licensed engineers, 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: 2407 North Roosevelt Blvd.
 Owner/developer: Richard C. Walker
 Scale: 1 in. = 30 ft.
 Preparation and revision dates: Noted on plans
 Location: 2407 North Roosevelt Blvd.

Key persons and entities (Sec. 108-228) involved in this project are as follows:

Owner: Dr. Richard C. Walker
 Authorized Agent: Trepanier & Associates, Inc.
 Engineer: Rick Milelli, Meridian Engineering, LLC.
 Surveyor: Reece & White Land Surveying, Inc.
 Landscape Architect: NA - No Changes Proposed
 Legal and Equitable Owners: Dr. Richard C. Walker

Project Description (Sec. 108-229):

The 2407 North Roosevelt Blvd. site has sufficient size, adequate specifications, and infrastructure to accommodate the proposed use. The size and shape of the site, the proposed access and internal circulation, and the urban design enhancements are adequate to accommodate the proposed scale and intensity of the conditional use requested. The site is of sufficient size to contain appropriate screening, buffers, landscaping, open space, off-street parking, and efficient internal traffic circulation. The infrastructure and site plan improvements are designed to mitigate potential adverse impacts of the proposed use.

Site Data	Code	Existing	Proposed	Compliance
Zoning	Conservation	Conservation	No Change	Complies
Max Density	0.5 units	3.0 units	No Change	Complies
FAR	0.01	0.04	No Change	Complies
Max Height	25 ft.	Unk.	No Change	Complies
Open Space: Commercial	20%	92%	No Change	Complies
Landscape: Total Area	20%	29%	No Change	Complies
Buffer	40 ft.	30 ft.	No Change	Waiver Required
Max Building Coverage	5%	3%	No Change	Complies
Max Site Alteration	10%	7%	No Change	Complies
Impervious Surface	5%	9%	No Change	Complies
Min Lot Size	10.00 ac	4.62 ac	No Change	Complies
Setbacks: Front	0 ft.	146 ft	No Change	Complies
Street Side	0 ft.	NA	No Change	Complies
Side	0 ft.	1.75 ft	No Change	Complies
Shoreline	30 ft	0 ft	No Change	Complies
Parking: Auto	61.8 spaces	Unk. spaces	69 spaces	Complies
Bike/ Scooter	15 spaces	Unk. spaces	18 Spaces	Complies

Other Project Information (Sec. 108-230):

1. The proposed construction will not inhibit the existing remaining operations on site.
2. The target date for commencement shall follow entitlement approvals as quickly as possible.
3. Expected date of completion is within 2 years of commencement.
4. The proposed Development Plan is contained herewith.
5. This application proposes to develop dockage within the old Flipper's Sea School.
6. Project is not a planned unit development.
7. The project will comply with federal flood insurance regulations.
8. This project is located in an environmentally sensitive area, and the mitigative measures detailed below will be taken to ensure no adverse impacts on this area.

Residential Developments (Sec. 108-231):

This project seeks to construct dockage only.

Intergovernmental Coordination (Sec. 108-232):

Coordination will occur through the Development Review Process of the City of Key West and all applicable Regional, State and Federal Agencies. (DEP, ACOE, DOT, et al.)

Schedule of Approval Process:

The following development approval schedule and process is anticipated:

Steps		Running Time (Days)
Dev. Plan Approvals	1. Submit Conditional Use Application	1
	2. Development Review Committee (DRC) Meeting	25
	3. Planning Board Meeting	85
	4. Attend City Commission	115
	5. Florida Department of Economic Opportunity Appeal Period (45 days)	155
ERP	6. Prepare & Submit "Joint Environmental Resource Permit Application" for FDEP and ACOE Permits	155
	7. Receive Environmental Resource Permits	335

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

1. Based on the City of Key West adopted level of service the Potable Water demand is not anticipated to change at the end of this single-phase development plan (sec. 94-68, the level of service for potable water for nonresidential development at 650 gal/acre/day).

The potable water demand based on gross site area is estimated to be 3,003 gal/day.
The potable water demand based on gross floor area is estimated to be 143 gal/day.

As demonstrated in the Concurrency Analysis below the supply system can provide adequate water for the proposed development, and there are no system improvements required to maintain the adopted level of service. The project team is coordinating with the FCAA and the City of Key West's Fire Department to determine that the water pressure and flow will be adequate for fire protection for the proposed type of construction.

2. Based on the City of Key West adopted level of service the Potable Water demand is not anticipated to change at the end of this single-phase development plan (sec. 94-68, the level of service for potable water for nonresidential development at 660 gal/day/acre).

The Wastewater flow based on gross site area is anticipated to be 3,049 gal/day
The Wastewater flow based on gross floor area is anticipated to be 142.5 gal/day

As demonstrated in the Concurrency Analysis below no change is required in the capacity of the treatment and transmission facilities of wastewater. No system improvements are required to maintain the adopted level of service.

3. No adverse impacts to the quality of receiving waters are anticipated before, during or after construction. In fact, with the installation of a stormwater management system, dramatic improvements to the quality of receiving waters are anticipated.
4. Storm water management will be improved pursuant to best management practices and in full compliance with the City's Land Development Regulations (see attached Drainage Plan by Meridian Engineering).
5. Solid waste (i.e. construction debris) generated by the project will be handled by a licensed waste hauler. Coordination had begun with Waste Management.

6. Potential Trip Generation:

ITE Category Peak Hour	Week Day		Saturday		Sunday	
	Existing	Proposed	Existing	Proposed	Existing	Proposed
Medical (ITE 630)	4.43 trips/doctor		NA		NA	
	13.29	13.29	NA	NA	NA	NA
Residential (ITE 210) ¹	1.02 trips/dwelling		0.94 trips/dwelling		0.86 trips/dwelling	
	2.04	2.04	1.88	1.88	1.72	7.72
Marina (ITE 420)	0.21 trips / berth		0.27trips / berth		0.31 trips / berth	
	0	16.59	0	21.33	0	24.49
Total	15.33	31.92	1.88	23.21	1.72	32.21

7. The City of Key West’s adopted level of service for recreational infrastructure is not affected by commercial development.
8. Fire hydrant locations in relation to the dockage will be determined as per DRC direction or as otherwise required by the Fire Department.
9. Reclaimed water use is not anticipated.
10. As demonstrated by the attached Concurrency Analysis, there will be no adverse effects on public facilities.

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:

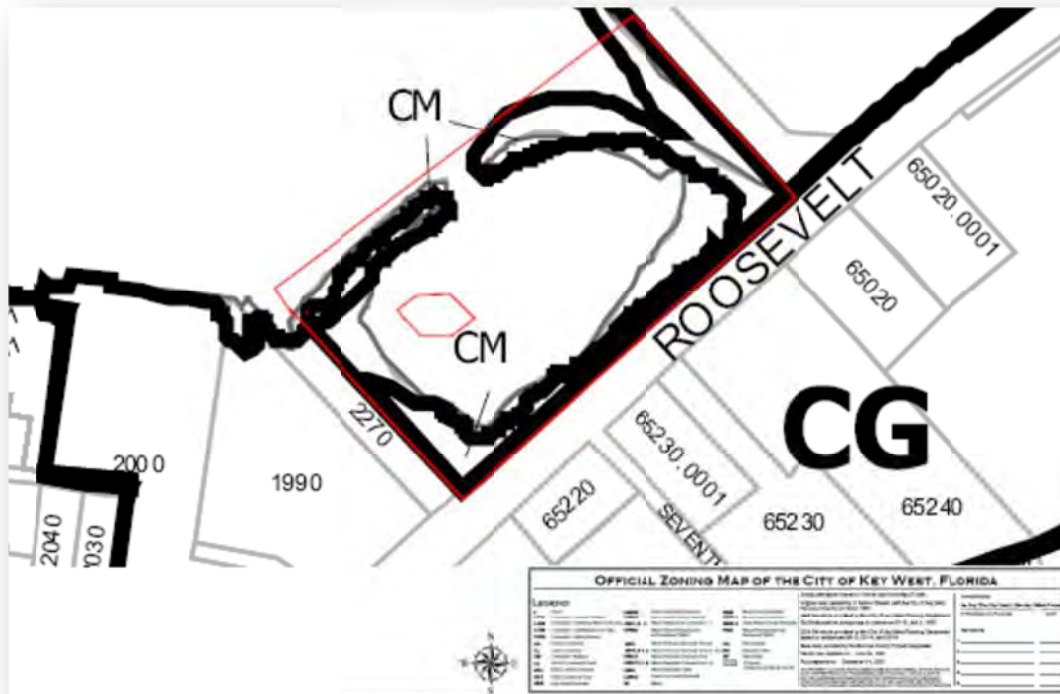
- Chapter 102 – This property is located outside the Historic District and does not impact the district.
- Articles III, IV and V of Chapter 108 – As demonstrated by the site plan, trip generation analysis, and the site data calculations, the project complies with the requirements of the Articles.
- 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.

¹ ITE 210 was chosen as a “best fit”, since the ITE does not evaluate 2-family homes in mixed use buildings

(b) Vicinity Map.



(c) *Land Use Compatibility.* The project site is located in the Conservation (C) zoning district. The purpose of the Conservation District is to provide for the long-term preservation of environmentally sensitive natural resources. This project calls for a conditional use to be granted for the conversion of the old Flipper's Sea School into a dockage facility consisting of 79 berths. All requisite permits from State and Federal agencies shall be obtained once City Approval is granted and prior to construction and operation. Mitigative measures will be applied, on a best management practice-basis, to prevent and/or minimize adverse impacts on natural systems.

The area surrounding the site is mostly the General Commercial (GC) District. The CG District accommodates commercial retail, sales and services meant to service the need of residents and tourists that are not fulfilled in the other districts. The surrounding properties include hotels, offices, and a residential development.

(d) *Historic and archeological resource protection.* The site is not affected by the Historic District. Any archeological resources will be protected as required.

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

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 this Sec. 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. chs. 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):

This project proposes only water dependent uses in appropriate locations.

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

No land clearing, filling or landscaping is proposed.

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

The existing parking lot has remained in its original configuration since the property was transferred from the City of Key West to the current owner. This proposal will bring the parking lot into substantial compliance with the current code and into full compliance with stormwater management. When we overlay the code requirements to the existing parking, we find 12 spaces can reasonably laid out with substantial compliance with the code.

This property is also the beneficiary of a 57 space parking easement at the nearby "Fair Field Inn property (2400 N. Roosevelt Boulevard).

The gross parking requirements for the site are as follows:

Parking Analysis					
Use	Parking Requirement				Spaces Proposed
	Units	Spaces/ Unit	Spaces Existing	Spaces Req'd	
Residential	2 SFRs	1.0	2.0	2.0	2.0
Medical	3 Doctors	5.0	10.0	15.0	15.0
Dockage	79 Slips	0.25		19.8	19.8
Fair Field Inn	24 Rooms	1.0	57.0	25.0	25.0
2409 N. Roos.	Unk.	Unk.	Non-Exclusive 8 ²	Unk	Non-Exclusive 8
Total				61.8	69

² 2409 N. Roosevelt has an easement in its favor for the non-exclusive use of 8 parking spaces on the 2407 N. Roosevelt property.

Notwithstanding the gross parking calculations above, Sec. 108-577 contemplates the potential for shared parking within the City of Key West. The Key West code does not layout a formula for shared parking, however, in an effort to clearly understand the actual parking impact of the proposed development, calculations were run based on the closest approved shared parking formula within the Florida Keys Area of Critical State Concern - Monroe County Code Sec. 114-67(i).

	Nighttime	Weekday		Weekend	
	Midnight to 6:00 a.m.	Day (9:00 a.m. to 4:00 p.m.)	Evening (6:00 p.m. to Midnight)	Day (9:00 a.m. to 4:00 p.m.)	Evening (6:00 p.m. to Midnight)
Specific Use Categories					
Marinas	5%	70%	10%	100%	20%
Residential	100%	60%	90%	80%	90%
Office/industrial	5%	100%	10%	10%	5%
Churches	5%	25%	50%	100%	50%
Commercial retail	5%	60%	90%	100%	70%
Drinking and eating/entertainment/recreation (theaters, bowling alleys, meeting halls)	10%	40%	100%	80%	100%
Hotel	75%	75%	100%	75%	100%
All others	100%	100%	100%	100%	100%

Using the above DEO-approved formula, the predicted parking impact for 2407 N. Roosevelt as proposed in this application is 49 spaces; 61.8 spaces are required; 69 spaces are proposed.

Use	Nighttime	Weekday		Weekend	
	Midnight to 6:00 a.m.	Day (9:00 a.m. to 4:00 p.m.)	Evening (6:00 p.m. to Midnight)	Day (9:00 a.m. to 4:00 p.m.)	Evening (6:00 p.m. to Midnight)
Residential	2.00	1.20	1.80	1.60	1.80
Medical	0.75	15.00	1.50	1.50	0.75
Dockage	0.99	13.83	1.98	19.75	3.95
Fair Field Inn	18.75	18.75	25.00	18.75	25.00
Total	22.49	48.78	30.28	41.60	31.50

Housing (Sec 108-245):

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

Economic Resources (Sec 108-246):

Trepanier & Associates, Inc. has contacted the Monroe County Property Appraiser’s office to seek assistance in estimating the average ad valorem tax yield from the proposed project.

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.

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

The proposed development is single-phase. Construction is expected to commence as soon as possible.

Truman Waterfront Port Facilities (Sec 108-249):

This project is not located at the Truman Waterfront Port

Site Plan

Please reference attached site plan described below:

Scope (Sec 108-276):

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

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

The site has sufficient size, adequate specifications, and infrastructure to accommodate the proposed use. All uses in this district are considered conditional. The size and shape of the site, the proposed access and internal circulation, and the dockage design are adequate to accommodate the proposed scale and intensity of the conditional use requested. The site is of sufficient size to contain appropriate screening, buffers, landscaping, open space, off-street parking, and efficient internal traffic circulation. 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 application's 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):

No roof-top mechanical equipment or other utility hardware is proposed. All waste storage areas will be screened from adjacent properties.

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

No front-end loaded refuse containers are anticipated or proposed.

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

No Changes proposed.

Utility lines (Section 108-282):

New waterline casings were laid under N. Roosevelt in anticipation of the fire suppression system. All other existing utilities shall be utilized.

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.

Pedestrian sidewalks (Section 108-286):

An easement was granted to FDOT to accommodate the full width of the N. Roosevelt Boulevard sidewalk.

Loading docks (Section 108-287):

No loading docks are required.

Storage Areas (Section 108-288):

No outdoor storage areas are proposed.

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

There is no land clearing proposed.

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

The project includes appropriate buffers and screening. The existing natural landscape consists of mangroves which surround the site and will provide a noise buffer to all adjacent properties. This element shall be preserved, and the required permits shall be obtained and mitigative techniques shall be employed.

Request for Modification (Sec. 108-517):

This application/request for modification to the standards of this ordinance is hereby respectfully filed with the city planning office and shall be considered by the planning board after reviewing recommendations of the city planner or designated staff. The planning board shall render the final action.

This request is to waive landscape requirements of Sec. 108 as to protect and preserve existing mangrove areas on the development site.

Off-street parking and loading (Article VII):

Sufficient parking exists. Please see attached site plan and calculations above

Storm water and Surface Water Management (Article VIII):

Storm water management will be improved pursuant to best management practices and in full compliance with the City's Land Development Regulations (see attached Drainage Plan by Meridian Engineering.

Flood Hazard Areas (Division 4 - Sections 108-821 through 108-927):

The proposed project is located in both the AE8 and AE9 Flood Zones.

Utilities (Article IX):

See Concurrency Analysis below.

CONDITIONAL USE CRITERIA:

Purpose and intent:

The site at 2407 North Roosevelt site has sufficient size, adequate specifications, and infrastructure to accommodate the proposed use. The size and shape of the site, the proposed access and internal circulation, and the urban design enhancements are adequate to accommodate the proposed scale and intensity of the conditional use requested. The site is of sufficient size to contain appropriate screening, buffers, landscaping, open space, off-street parking, and efficient internal traffic circulation. The infrastructure and site plan improvements are designed to mitigate potential adverse impacts of the proposed use.

Specific criteria for approval (Sec 122-62):

Findings: The proposed use and development plan shall comply with the criteria specified in this section and will not be adverse to the public's interest.

Characteristics and use described:

- (1) Scale and intensity:
 - a. Floor area ratio = 0.04
 - b. Traffic generation

ITE Category Peak Hour	Week Day		Saturday		Sunday	
	Existing	Proposed	Existing	Proposed	Existing	Proposed
Medical (ITE 630)	4.43 trips/doctor		NA		NA	
	13.29	13.29	NA	NA	NA	NA
Residential (ITE 210) ³	1.02 trips/dwelling		0.94 trips/dwelling		0.86 trips/dwelling	
	2.04	2.04	1.88	1.88	1.72	7.72
Marina (ITE 420)	0.21 trips / berth		0.27trips / berth		0.31 trips / berth	
	0	16.59	0	21.33	0	24.49
Total	15.33	31.92	1.88	23.21	1.72	32.21

- c. This project does not propose any new enclosed buildings.
 - d. The proposed employment is 1.0 FTE after construction.
 - e. There are no proposed service vehicles.
 - f. Parking requirement for a 79 berths using a shared parking scenario is 49 spaces; 62 gross spaces are required; 69 spaces are proposed.
- (2) There are no on- or off-site improvement needs generated by the proposed use.
- (3) The following mitigative techniques and amenities are proposed:
 - a. Open space = 92% - no proposed change in open space
 - b. Setbacks from adjacent properties: Front = 146 ft.; Side = 1.75 ft.; Shoreline=0ft.
 - c. Screening and buffers – Existing mangroves shall be retained to provide visual screening of North Roosevelt and noise buffers to surrounding properties.
 - d. There are no landscape berms proposed or required.
 - e. No excessive smoke, odor, noise, and other will be generated by the proposed dockage area.

Criteria for review and approval:

- (1) *Land use compatibility:* The attached analysis and plans demonstrate that the conditional use, including its proposed scale and intensity, are compatible and

³ ITE 210 was chosen as a "best fit", since the ITE does not evaluate 2-family homes in mixed use buildings

harmonious with adjacent land use and will not adversely impact land use activities in the immediate vicinity. The site is surrounded by the CG zoning district *"The general commercial district (CG) is established to implement comprehensive plan policies for areas designated "CG" on the comprehensive plan future land use map. The CG district shall accommodate general commercial uses which shall include commercial retail, highway-oriented sales and services, other general commercial activities specified in section 122-1111 pertaining to land use by districts, customary accessory uses, and requisite community facilities. The general commercial district shall service the general commercial needs of residents and tourists which are not fulfilled in the historic area mixed use districts. The area is generally located along the North Roosevelt Corridor. Single-family, duplex and multiple-family residential activities may be accommodated."* This site has historically been a water-dependent use. We proposed to return the site to a water dependent use.

- (2) *Sufficient site size, adequate site specifications, and infrastructure:* The site has sufficient size and has adequate infrastructure to accommodate the proposed use. There are no proposed changes that will affect the site size.
- (3) *Proper use of mitigative techniques:* There will be no adverse impacts to adjacent land uses. The project site is surrounded by the CG district which supports general commercial activity. The community infrastructure will not be burdened by this project.
- (4) *Hazardous waste:* The proposed use will not produce any hazardous waste or use hazardous materials in its operation.
- (5) *Compliance with applicable laws and ordinances:* All applicable permits required from agencies other than the City of Key West will be obtained.

CONCURRENCY ANALYSIS:

The City's Comprehensive Plan Objective 9-1.5 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. New impact on Potable Water & Sanitary Sewer
2. New impact on Recreation (for residential development only)
3. New impact on Solid Waste
4. New impact on Drainage
5. New impact on Roads/Trip Generation

The following concurrency analysis reflects the anticipated impacts resulting from the proposed project.

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 standards⁴.”

Potable Water Sec. 94-68 sets the level of service for nonresidential potable water at 650 gal/acre/day.

- i) Existing capacity required based on site size: 3,003 gal/day

The total capacity required for 4.62 acres = 3,003 gal/day

- ii) Proposed capacity required based on site size: 3,003 gal/day

The total capacity required for nonresidential use on 4.62 acres is:

650 gal/acres/day x 4.62 acres = 3,003 gal/day

- iii) Existing capacity required based on floor area: 143 gal/day

The total capacity required for nonresidential use on 0.22 acres is:

650 gal/acres/day x 0.22 acres = 143 gal/day

- iv) Proposed capacity required based on floor area: 143 gal/day

The total capacity required for nonresidential use 0.22 acres is:

650 gal/acres/day x 0.22 acres = 143 gal/day

Based on the concurrency management calculation prescribed in the Comprehensive Plan, there is no or minimal increase in the proposed capacity required by Key West Comprehensive Plan LOS standards; the Florida Keys Aqueduct Authority has the capacity to supply adequate service to this property, as demonstrated below.

FKAA Supply Capacity:

The Florida Keys Aqueduct Authority (“FKAA”) has adequate supply capacity to serve the potential development. FKAA has constructed facilities on the mainland in Florida City to expand water supply for the Florida Keys. This permitted and constructed improvement enables FKAA to provide over 23 MGD, which will provide sufficient capacity through 2022⁵. 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

⁴ The City of Key West’s Comprehensive Plan Policy 9-1.5.1: Resolving Concurrency Issues.

⁵ Excerpt from Analysis by Kenneth B. Metcalf, AICP, (Greenberg Traurig, P.A.), August 22, 2008.

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 FKAA 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 FKAA 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:

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

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 Sec. 94-67 sets the level of service for nonresidential sanitary sewer at 660 gal/acre/day.

- i) Existing capacity required based on site size: 3,049 gal/day

The total capacity required for nonresidential use on 4.62 acres is:

$$660 \text{ gal/acres/day} \times 4.62 \text{ acres} = 3,049 \text{ gal/day}$$

- ii) Proposed capacity required based on site size: 3,049 gal/day

The total capacity required for nonresidential use on 4.62 acres is:

$$660 \text{ gal/acres/day} \times 4.62 \text{ acres} = 3,049 \text{ gal/day}$$

- iii) Existing capacity required based on floor area:

The total capacity required for nonresidential use on 0.22 acres is:

$$660 \text{ gal/acres/day} \times 0.22 \text{ acres} = 142.5 \text{ gal/day}$$

- iv) Proposed capacity required based on floor area: 142.5 gal/day

The total capacity required for nonresidential use on 0.22 acres is:

$$660 \text{ gal/acres/day} \times 0.22 \text{ acres} = 142.5 \text{ gal/day}$$

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 utilized⁶. The current plant has the capacity to service this project's projected needs.

Recreation There is no residential development proposed, therefore this project will have no impact on the demand on the City's adopted level of service for recreation.

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:"

Sec. 94-71 sets the level of service for nonresidential solid waste disposal at 6.37 lb/capita/day.

- i) Existing capacity required: 6.37 lbs/day

The total capacity required for the nonresidential use of 1 employee is:

$$6.37 \text{ lb/capita/day} \times 1 \text{ employee} = 6.37 \text{ lbs/day}$$

- ii) Proposed capacity required: 6.37 lbs/day

⁶ Per September 3, 2010 memo from Greg Smith, project Manager for CH2M Hill OMI (Exhibit III)

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

The total capacity required for the nonresidential use of 1 employee is:

$$6.37 \text{ lb/capita/day} \times 1 \text{ employees} = 6.37 \text{ lbs/day}$$

Waste Management has more than enough capacity to handle the solid waste disposal⁸.

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 drainage⁹”

The attached drainage plan by Meridian Engineering demonstrates full compliance with the storm water management requirements.

Roads/Trip Generation The estimated trips for the peak hour generated by the most similar land use to the proposed is charted below. There are no anticipated on- or off-site improvements necessitated to accommodate the traffic impacts generated by the development.

ITE Category Peak Hour	Week Day		Saturday		Sunday	
	Existing	Proposed	Existing	Proposed	Existing	Proposed
Medical (ITE 630)	4.43 trips/doctor		NA		NA	
	13.29	13.29	NA	NA	NA	NA
Residential (ITE 210) ¹⁰	1.02 trips/dwelling		0.94 trips/dwelling		0.86 trips/dwelling	
	2.04	2.04	1.88	1.88	1.72	7.72
Marina (ITE 420)	0.21 trips / berth		0.27trips / berth		0.31 trips / berth	
	0	16.59	0	21.33	0	24.49
Total	15.33	31.92	1.88	23.21	1.72	32.21

Exhibits

Exhibit I – Department of Health Permit #150092-007-wc/04

Exhibit II – Water Use Permit (WUP) #13-00005-W

Exhibit III – September 3, 2010 Wastewater Memo

Exhibit IV – Map of the City of Key West’s Existing Recreation Services

Exhibit V – January 25, 2010 Solid Waste Memo

⁸ Per January 25, 2010 memo from Jay Gewin, City of Key West (Exhibit V)

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

¹⁰ ITE 210 was chosen as a “best fit”, since the ITE does not evaluate 2-family homes in mixed use buildings

Verification

City of Key West
Planning Department



Verification Form

(Where Authorized Representative is an entity)

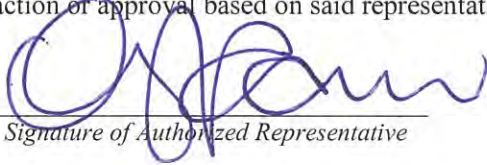
I, Owen Trepanier, in my capacity as President
(print name) *(print position; president, managing member)*

of Trepanier and Associates, Inc.
(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:

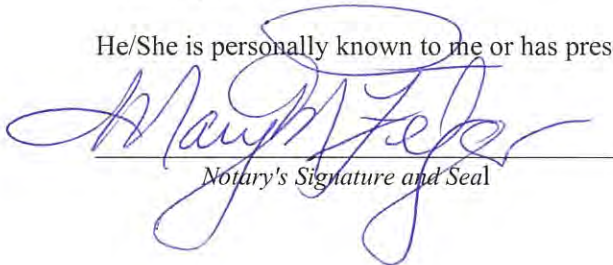
2407 North Roosevelt Blvd., Key West, FL 33040
Street Address of subject property

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


Signature of Authorized Representative

Subscribed and sworn to (or affirmed) before me on this 20th May 2013 by
date
Owen Trepanier
Name of Authorized Representative

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


Notary's Signature and Seal

Name of Acknowledger typed, printed or stamped



MARY M. FELGER
MY COMMISSION # DD 997122
EXPIRES: September 29, 2014
Bonded Thru Budget Notary Services

Commission Number, if any

Authorization

City of Key West
Planning Department



Authorization Form
(Individual Owner)

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

I, Richard C. Walker authorize
Please Print Name(s) of Owner(s) (as appears on the deed)

Owen Trepanier of Trepanier & Associates, Inc.
Please Print Name of Representative

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

Richard C Walker
Signature of Owner

Signature of Joint/Co-owner if applicable

Subscribed and sworn to (or affirmed) before me on this 20th May 2013 by
date

Owen Trepanier
Name of Authorized Representative

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

Mary M Felger
Notary's Signature and Seal

 **MARY M. FELGER**
Name of Notary Public MY COMMISSION # DD 997122
EXPIRES September 29, 2014
Bonded Thru Budget Notary Services

997122
Commission Number, if any

Deed

RCD Feb 15 2001 02:10PM
DANNY L KOLHAGE, CLERK

DEED DOC STAMPS 700.00
02/15/2001 HP DEP CLK

This Instrument prepared by:
Daniel H. Hamilton, Esq.
818 White Street
Key West, Florida 33040
FBN: 99642

QUITCLAIM DEED

THIS QUITCLAIM DEED, made on August 31, 1999, between Scott H. Schultz (Grantor) and Richard C. Walker, whose post office address is 2407 N. Roosevelt Blvd., Key West, Florida 33040, and whose Social Security number is 232-74-1150.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, quitclaims to Grantee and Grantee's heirs, executors, administrators, and assigns forever all of the right, title, and interest of Grantor in the following described land situated in Monroe County, Florida:

Commencing at a point at the Intersection of Roosevelt Boulevard and the Northeasterly property line of Hilton Haven, thence in a northeasterly direction along the seawall which forms the north boundary of Roosevelt Boulevard a distance of 60 feet, for a point of beginning, thence at right angles and in a northwesterly direction a distance of 350 feet, thence at right angles and in a northeasterly direction a distance of 606 feet, thence in a southeasterly direction a distance of 350 feet, to a point which is on the north boundary line of the right-of-way of Roosevelt Boulevard; thence at right angles and in a southwesterly direction a distance of 606 feet back to the point or place of beginning. Containing 5.03 acres, more or less, lying and being in Section 33, Township 67 South, Range 25 East, Monroe County, State of Florida

Property Appraiser's Parcel I.D. No.228-000100

Signed in the presence of:

Dawn Sikel
Witness

Dawn Sikel
Printed Name

Laura L. Knudsen
Witness

Laura L. Knudsen
Printed Name

Scott H. Schultz
Scott H. Schultz, Grantor

(Over)

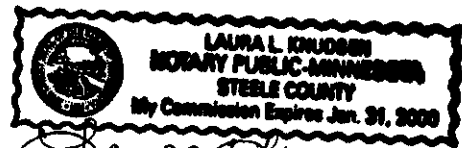
STATE OF Minnesota

COUNTY OF Steele

The foregoing instrument instrument was acknowledged before me this 31st day of August, 1999, by Scott Schultz, who X is personally known to me or _____ has produced _____ as identification.

Laura Knudsen
Notary Public

After recording, return to:
Edward W. Horan, Esq.
Horan, Horan & Cook
608 Whitehead St.
Key West, Florida 33040



Laura Knudsen

MONROE COUNTY
OFFICIAL RECORDS

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Easement” or “Agreement”) is made and entered into this 15th day of March, 2007, by **ROBERT A. COBB, ANNE ABIGAIL COBB, ALLISON MELISSA COBB and RONALD K. HECK** (hereinafter collectively referred to as “Cobb/Heck”), whose address is 2409 North Roosevelt Blvd., Key West, Florida 33040, and **RICHARD C. WALKER** (hereinafter referred to as “Walker”), whose address is 2407 North Roosevelt Blvd., Key West, Florida 33040.

RECITALS:

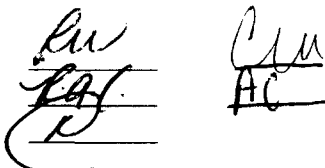
WHEREAS, Cobb/Heck currently own certain real property located in Monroe County, Florida, more particularly described in Exhibit “A” attached hereto and made a part hereof by this reference; and

WHEREAS, Walker is the owner of certain real property located in Monroe County, Florida, more particularly described in Exhibit “B” attached hereto and made a part hereof by this reference; and

WHEREAS, Walker granted an easement to Cobb/Heck’s predecessors in title for access to and from Cobb/Heck’s property, which is more particularly described in Exhibit “A,” as well as the use of eight (8) parking spaces, said easement being recorded at Official Records Book 1405, at Page 1917 (“Access Easement”); and

WHEREAS, Walker also granted an easement to Cobb/Heck’s predecessors in title for access to Cobb/Heck’s property by boat over and across Walker’s property, said easement being recorded at Official Records Book 1405 at Page 1922 (“Boat Access Easement”); and

WHEREAS, Walker desires to grant an additional easement to Cobb/Heck for the use of Walker’s sewage lift station and the ability to connect to said lift station for sewage disposal from Cobb/Heck’s property; and





WHEREAS, Walker desires to grant an additional easement to install, repair and maintain water lines for the benefit of Cobb/Heck's property; and

WHEREAS, the parties desire to enter into this Agreement to clarify some of the terms of the above-described existing agreement, as well as grant additional easements as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RECITALS. The above Recitals are true and correct and are hereby incorporated herein by reference.

2. Walker and Cobb/Heck hereby agree that the perpetual Access Easement shall remain in full force and effect. Furthermore, the parties agree that said Access Easement includes vehicular and pedestrian access, to the extent possible. Notwithstanding the fact that the eight parking spaces located within the Access Easement are nonexclusive, Walker hereby agrees not to use said parking spaces for the placement of trash or trash cans, or the parking of boats or trailers. Additionally, the Access Easement is hereby amended to provide Cobb/Heck with the right to place trash cans on said parking spaces at their discretion after 5 pm of the business day before the pick up day or at anytime the day before in the event the pick up day is immediately following a weekend day. Cobb/Heck hereby agrees that there shall be no overnight parking allowed in said spaces unless there is reasonable unavoidable cause. Additionally, the parties

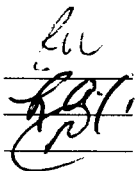
also hereby agree that Cobb/ Heck shall be solely responsible for maintenance and upkeep of the wooden dock walkway used for access to Cobb/Heck's property, including replacement thereof if necessary. Furthermore, in the event the wooden dock walkway is destroyed for any reason, Cobb/Heck shall have the right to replace said dock, at Cobb/Heck's sole expense, and said replacement shall be solely for access to their property.

3. Walker and Cobb/Heck hereby agree that the perpetual Boat Access Easement shall remain in full force and effect.

4. SEWAGE FACILITY EASEMENT.

a. Walker hereby grants, conveys and declares unto Cobb/Heck, a perpetual, easement for the connection, use, maintenance, and repair (if necessary), of a sewage lift station owned by Walker and located on Walker's property. The subject easement property is more particularly described in Exhibit "C," which is attached hereto and incorporated herein by reference (hereinafter referred to as "Sewage Facility Easement"). Cobb/Heck shall have the right, at Cobb/Heck's sole expense, to connect to Walker's sewage lift station to dispose of sewage from Cobb/Heck's property and to use said lift station for said purpose by using two and one-half (2 ½) feet of pipe, and a vacuum station (if necessary) to be installed on the Cobb/Heck property.

b. In consideration for Cobb/Heck's right to connect to Walker's sewage lift station, Cobb/Heck hereby agree and shall pay Spottswood, Spottswood & Spottswood Eight Thousand Five Hundred and no/100 Dollars (\$8,500.00)





to be held in escrow for the benefit of Walker upon execution of this Agreement. The foregoing funds shall be disbursed upon receipt of approval and final inspections from the City of Key West and all other governmental entities with regard to all components of construction/improvements to be done by Cobb/Heck as set forth herein. Furthermore, commencing upon final inspection and approval by the City of Key West of the connection to Walker's sewage lift station, Cobb/Heck hereby agree to pay Walker a monthly fee for use of his sewage lift station, said fee to be in the amount of One Hundred and no/100 Dollars (\$100.00) per sink, toilet or shower located on Cobb/Heck's property (currently 5 sinks and/or toilets), so long as said lift station is in good working order. The foregoing approvals and final inspections shall be evidenced by an affidavit signed by Cobb/Heck and upon receipt of said affidavit; Escrow Agent shall be authorized to disburse the funds as set forth herein. *Cobb/Heck shall make three initial monthly*
rest of fee payments on that date and on the same day each
month thereafter.
Escrow Agent may: (a) act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine; (b) assume the validity and accuracy of any statements or assertions contained in any such writing or instrument; and (c) assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution or validity of any written instruction delivered to it

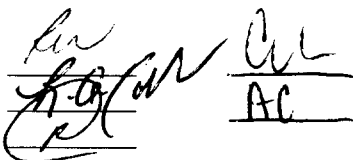
R.A.C.
fw
R

fw
R.A.C.
R

C.H.
AC

nor as to the identity, authority or rights of any person executing the same. Escrow Agent's duties shall be limited to the safekeeping of the above-described funds and disbursing same in accordance herewith. Escrow Agent undertakes to perform only such duties as are expressly set forth herein. No implied duties or obligations shall be read into this Agreement/Easement. Upon Escrow Agent disbursing the funds, the escrow account(s) shall terminate and Escrow Agent shall thereafter be released of all liability hereunder in connection therewith. The parties hereto release and hold Escrow Agent harmless for any and all liability, claims, demands or other obligations related to the duties of Escrow Agent set forth in this Lease, or any other matters related to this Easement, so long as said liability, claim, demand or obligation shall be caused by the gross negligence or willful misconduct of Escrow Agent. If the escrow Agent receives conflicting demands or has a good faith doubt as to the escrow Agent's duties and liabilities under this Easement/Agreement, he/she may (a) hold the subject matter of the escrow until the parties mutually agree to its disbursement or until issuance of a court order or decision of arbitrator determining the parties' rights regarding the escrow or (b) deposit the subject matter of the escrow with the clerk of the circuit court having jurisdiction over the dispute.

- d. Cobb/Heck shall maintain their sewer pipes in good repair and shall have the right of ingress and egress to install, maintain, repair and, if necessary, replace, their sewer lines which are located on Walker's property. The

Handwritten signatures and initials. On the left, there is a signature that appears to be 'H. G. [unclear]' with a horizontal line underneath. To the right of this signature are the initials 'AC' with a horizontal line underneath.

foregoing right shall include the right to repair or replace Cobb/Heck's sewer lines; and,

in such an event, Cobb/Heck shall provide Walker with reasonable notice.

In no event shall Cobb/Heck limit or impede Walker's use or enjoyment of his property during business days. Walker shall in no way interfere with Cobb/Heck's use of said sewer lines. The location of said Cobb/Heck sewer lines is at the sole discretion of Walker, but said location shall not be unreasonably burdensome.

- e. Furthermore, in the event the sewage lift station is damaged or destroyed or is otherwise in need of substantial repair, Walker shall have thirty (30) days to apply for permits (if necessary) and Walker shall complete the repairs and provide Cobb/Heck notice of a working lift station within thirty (30) days from the date of the permits (if necessary); and if permits are not necessary, Walker shall complete the repairs and deliver the lift station in good working order within thirty (30) days of the casualty or the date that Walker becomes aware of the need to repair (in the event there is no casualty). In the event Walker is delayed due to events of force majeure, Walker shall have reasonable additional time to complete the repairs; provided however that (i) Walker has periodically kept Cobb/Heck fully advised by notice of such delays and the cause thereof, and (ii) Walker uses best efforts and diligently pursues completion of the repairs. In the event Walker does not timely apply for permits or fails to complete repairs as provided above, Cobb/Heck may, but are not obligated





to, apply for permits (if necessary) and repair Walker's sewage lift station. Upon completion of the sewage lift station repair work, Cobb/Heck shall provide Walker with invoices substantiating the expense incurred by Cobb/Heck to make said repairs or replacement, if necessary. Walker hereby agrees to reimburse Cobb/heck for all reasonable expenses incurred by Cobb/Heck in making said repairs within thirty (30) days of written notification of and receipt of said invoices.

- f. Upon execution of this Agreement, Cobb/Heck hereby agree to apply for permits for installation of the sewer lines and vacuum station. Upon receipt of the permits, Cobb/Heck shall immediately start installation of the sewer lines and vacuum station for connection to Walker's sewage lift station.
- g. All rights, privileges, benefits and burdens created herein with regard to the Sewage Facility Easement, are covenants which will run with the land, and will be binding on and will inure to the benefit of the parties of it, their heirs successors and assigns.
- h. The parties agree not to interfere in any way with each party's use of the sewage pump facility.

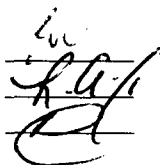
5. WATER EASEMENT.

- a. Walker hereby grants Cobb/Heck an easement for installation, maintenance and repair of water lines as set forth on the attached Exhibit "D," which is attached hereto and incorporated herein by reference (hereinafter referred to as "Water Supply Easement") for the benefit of the



Cobb/Heck property. Cobb/Heck, at Cobb/Heck's sole expense, shall install any and all pipes and materials necessary for the Water Supply Easement. Walker hereby agrees that Cobb/Heck shall have the right of ingress and egress to install, maintain, repair and replace, if necessary, said water pipes. The foregoing right shall include the right to dig up portions of the easement, if necessary, to repair or replace Cobb/Heck's water lines or pipes, repair the paving and, in such event, Cobb/Heck shall provide Walker with reasonable notice. However, in no event shall Cobb/Heck limit or unreasonably interfere with Walker's use and enjoyment of Walker's property during business days. Walker shall not interfere with Cobb/Heck's use of said water pipes.

- b. Upon execution of this Agreement, Cobb/Heck shall apply for permits and start installation of the water lines. Upon receipt of the permits, Cobb/Heck shall immediately start installation of the water lines.
- c. All rights, privileges, benefits and burdens created herein with regard to the Water Supply Easement, are covenants which will run with the land, and will be binding on and will inure to the benefit of the parties of it, their heirs successors and assigns. All costs and expenses for installation, upkeep, repair, maintenance and removal of water lines benefiting Cobb/Heck's property shall be the sole responsibility of Cobb/Heck.
- d. Cobb/Heck hereby agree to remove the water lines and sewer lines benefiting the Cobb/Heck Property from the Walker bay bottom and mangroves within thirty (30) days of obtaining permits from the City of



Key West and obtaining any other necessary governmental approvals for the removal of said pipes from the bay bottom and mangroves.


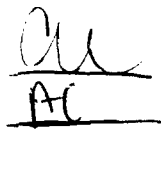
6. FIRE WATER SUPPLY. Upon the successful installation of the water and sewer lines, Cobb/Heck shall immediately disconnect from Walker's fire water supply. Cobb/Heck shall be solely responsible for costs and expenses of the same.

7. Cobb/Heck hereby agree to remove the portable restroom upon successful completion of the installation of sewer lines and water lines described herein.

8. ATTORNEYS' FEES. In the event of any controversy, claim, or dispute relating to this instrument or the breach of it, the prevailing party shall be entitled to recover reasonable expenses, attorneys' fees, and costs.

9. ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties relating to the right granted and the obligations assumed pursuant to this instrument. Any oral representations or modifications shall be of no force and effect, excepting a subsequent modification reduced to in writing and signed by the party to be charged therewith.

10. PARTIAL INVALIDITY AND COUNTERPARTS. If any provision of this Easement Agreement, or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Easement Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Easement Agreement shall be severable and valid and enforceable to the fullest extent permitted by law. This Agreement may be executed in any number of counterparts, which together shall constitute but one agreement.

11. CONSTRUCTION. Although the easement and provisions of this Easement Agreement were drawn by Cobb/Heck, the parties hereto agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of either Cobb/Heck or Walker. Furthermore, the parties hereto acknowledge that both Cobb/Heck and Walker have participated in the negotiation of this Easement Agreement; and, therefore, this Easement Agreement shall not be construed against either party.

12. This Agreement may not be terminated or amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing duly executed by the parties and recorded in Public Records of Monroe County, Florida. No breach of any provisions of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have by reason of any breach of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first stated above.

WITNESSES:

Michelle L. Shaw
Signature of Witness

Michelle L. Shaw
Printed Name of Witness

Arlene Kass
Signature of Witness

ARLENE KASS
Printed Name of Witness
1220 S BATES
BIRMINGHAM, AL 35209

COBB/HECK
Robert A. Cobb
ROBERT A. COBB

R.A.C. AL
PT AL

Michelle L Irwin
Signature of Witness
Michelle L. Irwin

Printed Name of Witness

Ronald K Heck
RONALD K. HECK

Doc# 1648296
BK# 2302 Pg# 217

Arlene KASS
Signature of Witness

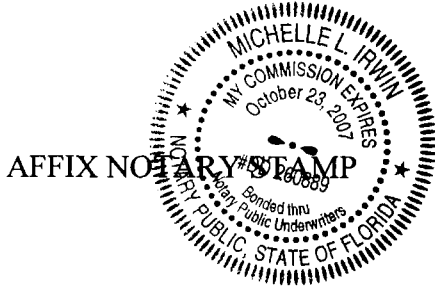
ARLENE KASS
Printed Name of Witness

ARLENE KASS
1270 S BATES ST, BIRMINGHAM MI
STATE OF FLORIDA) 48009-1988
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this 15th day of March, 2007 by ROBERT A. COBB and RONALD K. HECK, and who are personally known to me or have produced a Florida Drs License as identification.

Signature of Notary Public

Michelle L Irwin
Printed Name of Notary: Michelle L Irwin
My Commission Expires: _____



RL
AG
CU
AL

Julie Khosho
Signature of Witness
Julie Khosho
Printed Name of Witness

Anne Cobb
ANNE ABIGAIL COBB

Sheel Desai
Signature of Witness
SHEEL J. DESAI
Printed Name of Witness

STATE OF Michigan
COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 6th day of March, 2007 by ANNE ABIGAIL COBB, and is personally known to me or has produced her Driver license as identification.

JULIE KHOSHO
NOTARY PUBLIC - MICHIGAN
OAKLAND COUNTY
MY COMMISSION EXPIRES 06-11-2012

Signature of Notary Public
Julie Khosho
Printed Name of Notary: Julie Khosho
My Commission Expires: 06-11-2012

AFFIX NOTARY STAMP

RAC AC

-R.A.1
12 (2)

Paul Goodbold

Signature of Witness

Paul Goodbold

Printed Name of Witness

Warren M. Cestare

Signature of Witness

Warren G. Cestare

Printed Name of Witness

Allison Melissa Cobb

ALLISON MELISSA COBB

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

(4)

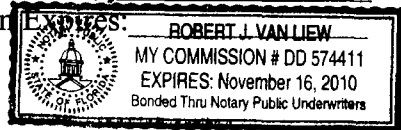
The foregoing instrument was acknowledged before me this 13 day of FEB, 2007 by ALLISON MELISSA COBB, and who is personally known to me or has produced her DRIVER LICENSE as identification.

Signature of Notary Public

[Handwritten Signature]

Printed Name of Notary: ROBERT VAN LIEW

My Commission



AFFIX NOTARY STAMP

[Handwritten Signature]
R.A.L.

[Handwritten Signature]
AC

13 R.A.L.
[Handwritten Mark]

Miggi
Signature of Witness

Melissa Iglesias
Printed Name of Witness

Lisa A Guieb
Signature of Witness

Lisa A Guieb
Printed Name of Witness

Richard C Walker
Signature of Notary Public

RICHARD C. WALKER

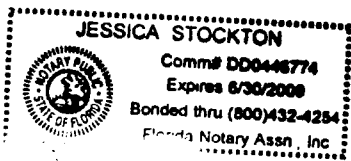
STATE OF FLORIDA)
COUNTY OF MONROE)

The foregoing instrument was also acknowledged before me this 15th day of March, 2007, by RICHARD C. WALKER who is personally known to me or has produced his drivers license as identification.

Signature of Notary Public

J. Stockton
Printed Name of Notary: Jessica Stockton
My Commission Expires: 6/30/09

AFFIX NOTARY STAMP



[Signature] [Signature]
[Signature] [Signature]

Exhibit A

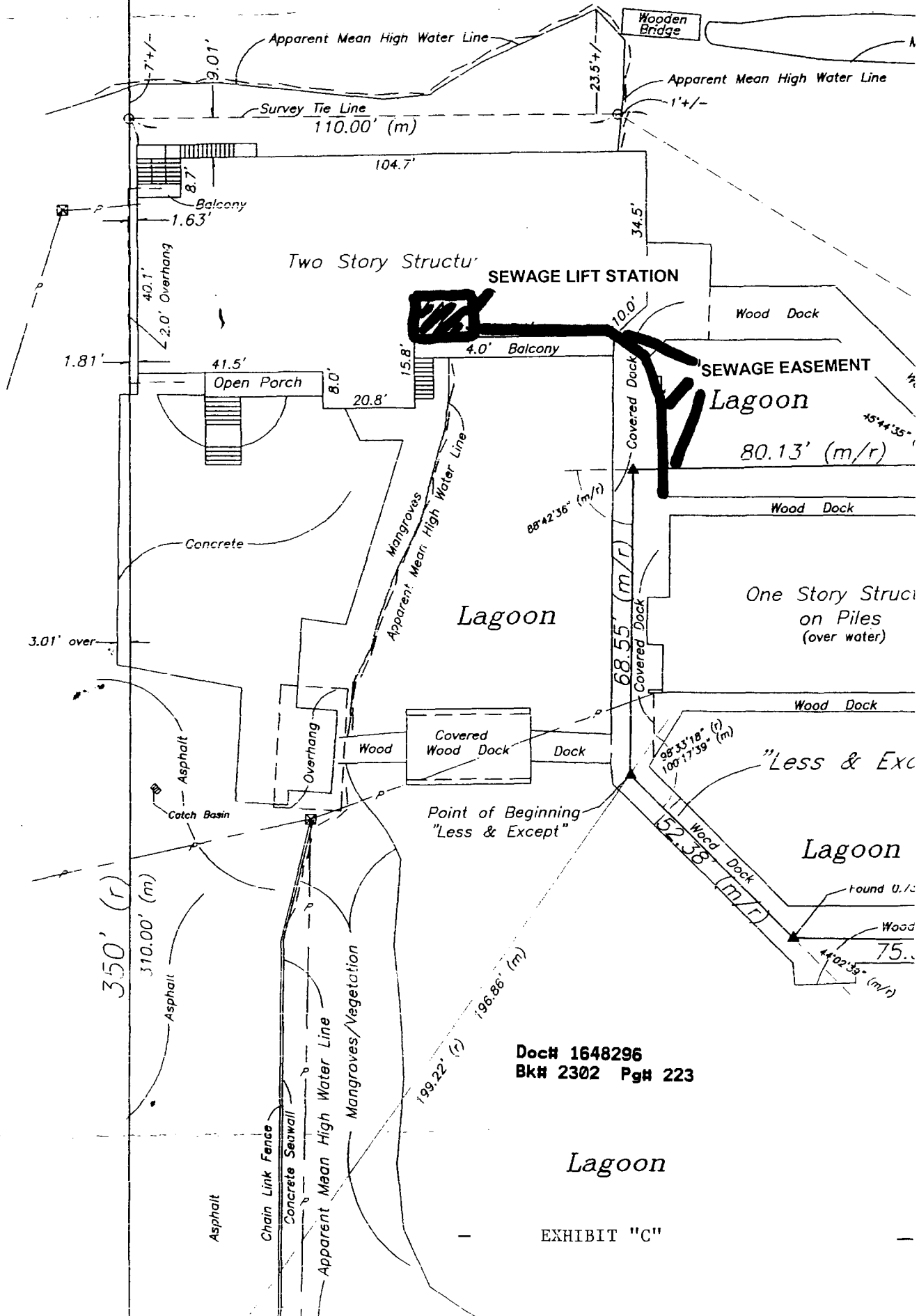
A parcel of land on the Island of Key West and being part of the parcel of land described in O. R. Book G-44 Page 161, of the Public records of Monroe County, Florida, and being more particularly described by metes and bounds as follows: COMMENCING at the Southwesterly corner of said parcel described in O. R. Book G-44 page 161, and the Northwesterly right of way line of Roosevelt Boulevard; thence in a Northwesterly direction along a line deflected $54^{\circ}10'$ to the North of said Northwesterly right of way line of Roosevelt Boulevard, 199.22 feet to the Point of Beginning; thence with a deflection angle to the right of $98^{\circ}33'18''$ and along the centerline of an existing wood dock, 52.38 feet; thence continue along said centerline with a deflection angle to the left of $44^{\circ}02'39''$, 75.30 feet; thence continue along the said centerline with a deflection angle to the left of $90^{\circ}05'26''$, 75.15 feet; thence continue along said centerline with a deflection angle to the left of $45^{\circ}50'00''$, 46.23 feet; thence with a deflection angle to the left of $45^{\circ}44'35''$, 80.13 feet to the centerline of an existing wood dock; thence along said centerline with a deflection angle to the left of $88^{\circ}42'36''$, 68.55 feet to the Point of Beginning.

Together with easements for access as more fully set forth in the instruments recorded in O.R. Book 1405 Page 1917 and O.R. Book 1405 Page 1922

Exhibit B

Commencing at a point at the Intersection of Roosevelt Boulevard and the northeasterly property line of Hilton Haven, thence in a northeasterly direction along the seawall which forms the north boundary of Roosevelt Boulevard a distance of 60 feet, for a point of beginning; thence at right angles and in a northwesterly direction a distance of 350 feet; thence at right angles and in a northeasterly direction a distance of 606 feet; thence in a southeasterly direction a distance of 350 feet, to a point which is on the north boundary line of the right-of-way of Roosevelt Boulevard; thence at right angles and in a southwesterly direction a distance of 606 feet back to the point or place of beginning. Containing 5.03 acres, more or less, lying and being in Section 33, Township 67 South, Range 25 East, Monroe County, State of Florida.

EXHIBIT C

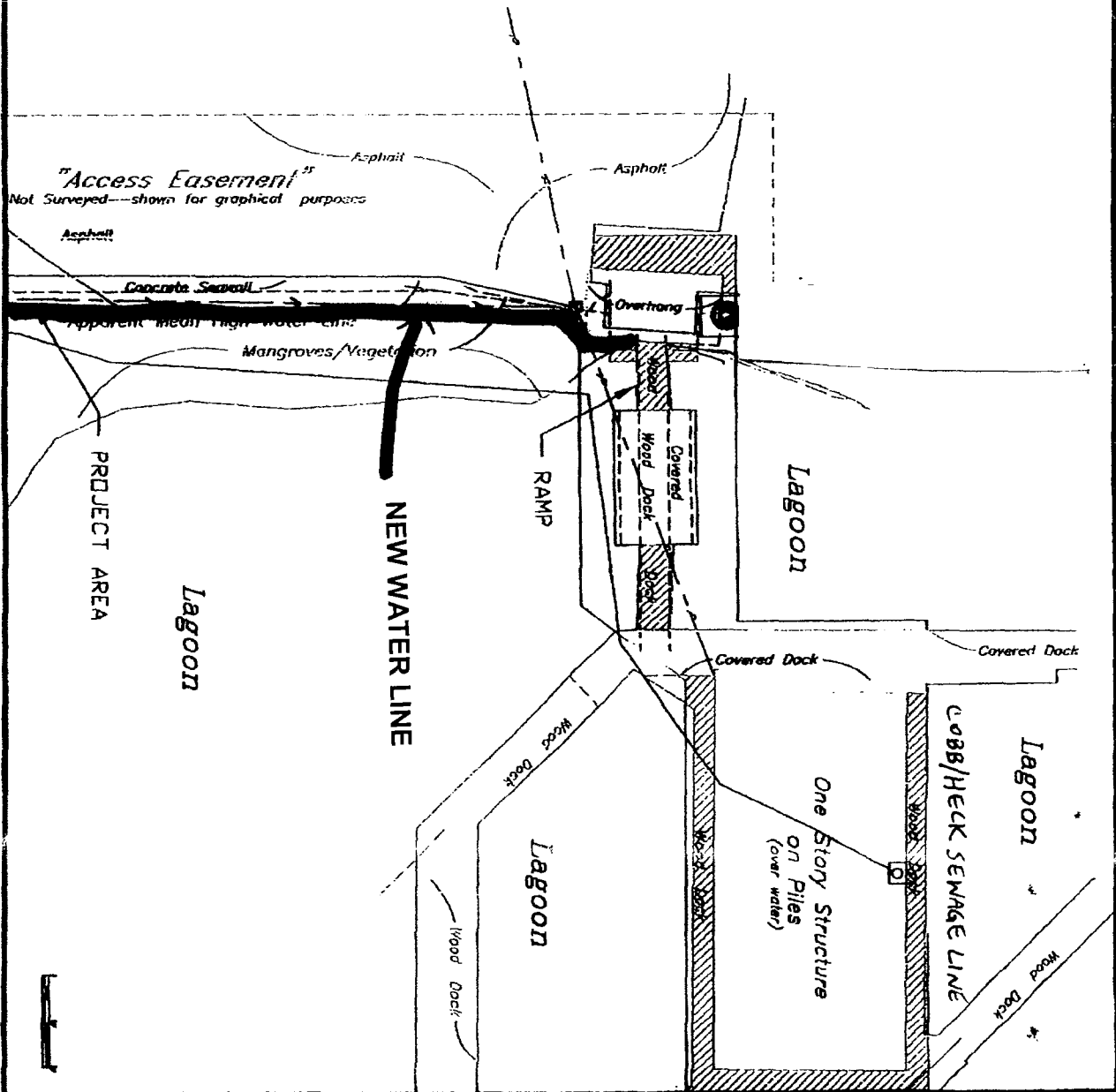


Doc# 1648296
Bk# 2302 Pg# 223

Lagoon

EXHIBIT "C"

EXHIBIT D



MONROE COUNTY
OFFICIAL RECORDS

C4

R. Cobb / R. Heck Office Complex
2408 N Roosevelt Blvd., Ray West, FL
Pump Station Detail View

P E & D, Inc.
Professional of Architecture 2005
Perry Engineering & Development, Inc.
1000 N. ...
...

This Instrument Was Prepared By, Record and Return To: Thomas P. Angelo, Esq., Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., 150 West Flagler St., Suite 2200, Miami, Florida 33130

Property Appraiser Parcel Identification No. 1067849

654 850
FILED FOR RECORD
JUL 12 11:04
RESERVED
DAMAGE
CHIEF CLERK
MONROE COUNTY, FLA.

PARKING EASEMENT AGREEMENT

THIS PARKING EASEMENT AGREEMENT (the "Agreement") is made as of the 11th day of July, 1991, by WHARF PROPERTIES OF KEY WEST, INC., a Florida corporation (the "Grantor") Lopez Development Corporation, a Florida corporation ("Lopez"), as debtor in possession in Case No. 90-13736-BKC-AJC, in the Bankruptcy Court for the Southern District of Florida and FLIPPERS MANAGEMENT, a Florida general partnership ("Flippers"), as debtor in possession in Case No. 90-14105-BKC-AJC, in the Bankruptcy Court for the Southern District of Florida (Flippers and Lopez may be referred to hereinafter collectively as the "Grantee"). The terms Grantor and Grantee in this Agreement include the respective successors and assigns of said parties.

RECITALS

A. Flippers is the current lessee under that certain Lease dated March 20, 1987 (the "Lease") executed by the City of Key West, Florida (the "Lessor") and Cetuman Foundation, Inc., which Lease, as amended, affects certain real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Restaurant Property").

B. The Grantor is the owner in fee simple of that certain real property more particularly described on Exhibit "B" attached hereto and made a part hereof (the "Hotel Property"), including therein that certain real property more particularly described on Exhibit "C" attached hereto and made a part hereof (the "Parking Property").

AGREEMENT

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

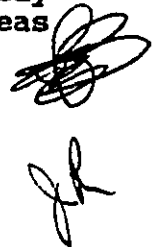
1. Recitals. The recitals hereinabove contained are true and correct and made a part hereof.

693908
REC 1176 PAGE 1320

2. Grant of Parking Easement. Subject to the terms and conditions of this Agreement, Grantor hereby grants and conveys to Grantee and its heirs, legal representatives, successors and assigns, a perpetual non-exclusive private easement (the "Parking Easement"), for (i) the ingress and egress of motor vehicles for its invitees, employees, guests and customers over and onto the Parking Property, (ii) the ingress and egress of its invitees, employees, guests, and customers, as pedestrians over, onto and through the Parking Property and between the Parking Property and the Restaurant Property, and (iii) the parking of approximately eighty (80) motor vehicles for its invitees, employees, guests and customers on the Parking Property in the areas designated for parking from time to time; provided that any such use is consistent with and is in the ordinary course of Grantee's business, as located on the Restaurant Property and either as it has been conducted as a restaurant, entertainment facility, or attraction or as may be conducted in some other business that will not have a material adverse impact upon Grantor's ability to market the Hotel Property (and in such case subject expressly to the written consent of Grantor as to the conduct of such other business, which consent shall not be unreasonably withheld and which consent shall be given, if reasonable to be given, within twenty (20) days after written request therefor); and along therewith the right to construct signs on the Parking Property (the design, size and quantity of which shall be subject to the reasonable approval of the Grantor), the purpose of which shall be to alert customers of the Grantee of the availability of parking on the Parking Property. It is expressly understood by the parties hereto that if at any time the Grantee or its successors or assigns, whether by operation of law or otherwise, cease to operate the Restaurant Property as a restaurant, entertainment facility, or attraction or for such other business as to which Grantor has given its written consent as aforesaid, then during any period while the Restaurant Property is not used as a restaurant, entertainment facility, or attraction or for such other approved business, all rights of the Grantee or its respective successors or assigns hereunder shall be suspended.

3. Rights of Grantor. Grantor shall have the right:

(a) to locate and relocate fences, walls, landscaping, barriers, buildings, walkways, sidewalks, curbs, driveways, parking areas, parking spaces, roads, paving, street lighting, drainage and open spaces (the "Improvements"); provided Grantor shall not unreasonably prevent or interfere with (i) the ingress and egress of motor vehicles over and onto the Parking Property, (ii) the ingress and egress of pedestrians over, onto and through the Parking Property and between the Parking Property and the Restaurant Property, and (iii) the parking of approximately eighty (80) motor vehicles on the Parking Property in the areas designated for parking from time to time;



(b) to construct sidewalks, curbs, roadways, directional signs, striping markers and lines which shall reasonably channel the movement of motor vehicles and pedestrians on or across the Hotel Property; and to reasonably regulate the movement and parking of motor vehicles on the Parking Property;

(c) to use the Parking Property for any purpose not inconsistent with the provisions hereof. It is acknowledged and agreed that the easement granted hereunder is not an exclusive easement and shall in no way limit the rights of Grantor to the use and enjoyment of the Parking Property; and

(d) to relocate the boundaries of the Parking Property at any time to any other comparable location designated by the Grantor within the Hotel Property, at Grantor's sole discretion, so long as such relocation does not materially and adversely affect Grantee's rights hereunder.

4. Obligations of Grantee. The exercise by Grantee of any of the rights granted under this Agreement shall perpetually impose upon the Grantee the obligation:

(a) to repair and maintain the Parking Property in reasonably good condition, in good working order and free from defect, in compliance with all applicable laws, ordinances, building codes and governmental regulations. Grantee shall pay the costs of any maintenance occasioned by the use of the Parking Property (including normal wear and tear), or otherwise. The obligation of Grantee for such maintenance and repair shall, without limiting the generality thereof, include: (i) maintaining the surface of the Parking Property in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or of similar or better quality, use and durability; (ii) removing all papers, debris, filth and refuse from the Parking Property and sweeping the Parking Property to the extent reasonably necessary to keep the same in a neat, clean and orderly condition; (iii) placing and maintaining all necessary and appropriate directional signs, striping markers and lines (subject to the reasonable approval of the Grantor); (iv) operating and maintaining (when necessary) artificial lighting facilities on the Parking Property; and (v) maintaining all landscaping within the Parking Property, making such replacement of shrubs and other landscaping as is reasonably necessary, and keeping such areas at all times adequately weeded, fertilized and watered.

(b) to pay all reasonable costs incurred by Grantor in connection with the maintenance of the Parking Property including, but not limited to utility costs for lighting and reasonable landscaping costs. Payments shall be due upon presentment of an invoice therefor.

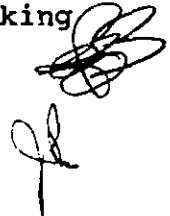
5. Nature of Grant. The easement granted under this Agreement and all of the rights, restrictions and obligations hereunder shall run with the land, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, transferees or successors in interest, but shall inure to the benefit of only an owner or lessee of the Restaurant Property who obtains an express written assignment hereof (or written lease of the Grantee's rights hereunder) from Grantee and who has notified Grantor in writing thereof. The Restaurant Property is in the vicinity of the Hotel Property and the easement granted under this Agreement is granted for the benefit of the Restaurant Property.

6. No Public Dedication. Nothing contained in this Agreement shall in any way be deemed or constitute a gift of or dedication of any portion of the Parking Property to the general public or for the benefit of the general public whatsoever, it being the intention of the parties hereto that the easement granted by this Agreement shall be limited to and utilized for the purposes expressed herein and only for the benefit of the persons herein named. The easement granted under this Agreement is not intended as and shall not be construed as a dedication of any area to the public, state, county or any municipality.

7. Termination or Amendments. The terms, covenants and conditions of this Agreement shall be effective as of the date hereof and shall be perpetual unless terminated by the recording of an appropriate document in the Official Records of Monroe County, Florida, executed by Grantor and Grantee. This agreement may be amended only by the recording of an appropriate document in the Official Records of Monroe County, Florida, executed by Grantor and Grantee. No termination or material modification of this Agreement shall be made at any time during which any institutional lender holds a first mortgage on Grantee's interests and rights herein without first obtaining such lender's written consent thereto.

8. Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed a continuing or future waiver.

9. Indemnity. The Grantee does hereby indemnify the Grantor and agrees to hold the Grantor harmless against any and all claims, liabilities, damages and judgments, including but not limited to attorneys' fees and costs (including any attorneys fees in connection with any appeal from the trial court), arising from (a) the use of the Parking Property by the Grantee or any of its servants, agents, employees, guests, customers, licensees and invitees, (b) any injury to any person or property in connection with the exercise of any right granted to the Grantee under this Agreement, or (c) Grantee's failure to maintain the Parking



Property and the Improvements in good condition, in good working order and free from defect. The Grantor does hereby indemnify the Grantee and agrees to hold the Grantee harmless against any and all claims, liabilities, damages and judgments, including, but not limited to attorneys' fees and costs (including any attorneys' fees in connection with any appeal from the trial court) arising from (a) the use of the Parking Property by the Grantor or any of its servants, invitees, agents, employees, guests, licensees and customers or (b) any injury to any person or property in connection with the exercise of any right reserved by Grantor under this Agreement; provided, however, that nothing herein shall require Grantor to indemnify Grantee as to any portion of such claims, liabilities, judgments, and damages that were caused by the Grantee's failure to maintain the Parking Property and Improvements in good condition.

10. Default. If Grantee, or any successors or assigns of Grantee fails to perform or violates any term or provision of this Agreement, and such non-performance or violation is not curable, or if curable continues for a period of ten (10) days after written notice thereof from Grantor to Grantee, then this Agreement shall be in default, provided, however, if such non-performance or violation may not reasonably be cured within such ten (10) day period, a default shall not be deemed to have occurred so long as same shall be diligently and continuously endeavored to be cured. Notwithstanding the foregoing, this Agreement shall be in default if such non-performance or violation has not been cured within sixty (60) days after notice thereof. Upon default in this Agreement after written notice to Grantee, Grantor shall have the option, in Grantor's sole discretion (i) to terminate this Agreement, or (ii) to cure such non-performance or violation on behalf of Grantee and recover from Grantee any amount Grantor shall reasonably expend for such purpose, including reasonable attorneys fees and costs (including any attorneys fees in connection with any appeal from the trial court) on demand, without contest, upon delivery of an invoice from Grantor to Grantee, together with interest, at the maximum rate permissible from time to time under applicable law, from the date of the delivery of such invoice.

11. Enforcement. In the event it becomes necessary for any party to defend or institute legal proceedings as a result of the failure of either party to comply with the terms, covenants and conditions of this Agreement, the prevailing party in such litigation shall recover from the other party, all costs and expenses incurred or expended in connection therewith including, without limitation, reasonable attorneys fees and costs (including any attorneys fees in connection with any appeal from the trial court).

12. Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among Grantor and Grantee in their



respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended nor shall it be construed to create any third party beneficiary rights as to any person who is not a party hereto unless expressly otherwise provided.

13. Notice. Any notice, statement or demand required or permitted by this Agreement to be given by Grantee to Grantor shall be in writing, and shall be sent by registered or certified mail to Grantor at:

Wharf Properties of Key West, Inc.
c/o Barnett Bank of South Florida
701 Brickell Avenue, Fifth Floor
Miami, Florida 33131
Attention: Mr. Michael Nuckles

Any notice required or permitted by this Agreement to be given by Grantor to Grantee shall be in writing and shall be sent by registered or certified mail to Grantee at:

700 Elizabeth Street
Key West, Florida 33041
Attention: John E. O'Brien

Either party, including its successors or assigns, may notify the other of the change of address. Any notices given hereunder shall be deemed given as of the date of its receipt at the address to which such notice is so directed regardless of any other date that may appear thereon.

14. Rules of Construction. The captions at the beginning of each paragraph of this Agreement are not a part of and in no manner or way define, limit, amplify, change or alter any term, covenant or condition of this Agreement. For the purposes of this Agreement, the neuter gender includes the feminine or masculine, the singular includes the plural, and the word "person" or "entity" includes a corporation, partnership, firm or association wherever the context so requires.

15. Mortgages. This Parking Easement is subject to the liens of existing Mortgages in favor of Barnett Bank of South Florida, N.A. ("Barnett") and Barnett Bank of the Keys, N.A. ("Barnett/Keys") that encumbered the Hotel Property and remain encumbrances on the Parking Property and that are recorded in the Public Records of Monroe County, Florida. If the Parking Easement is ultimately sold along with the Restaurant Property, then the parties agree that at the time of sale a portion of the total sales price will be allocated to the Parking Easement, and Barnett and Barnett/Keys will not be entitled to assert a claim to any greater portion of the purchase price (by virtue of their liens against the Parking Easement, but only to the extent of any amounts remaining

due under their liens) than the portion allocated at the time of the sale to the Parking Easement; provided, however, that this shall not be construed to prohibit Barnett or Barnett/Keys from objecting to any proposed sale on the basis of an inadequate purchase price or for any other valid reason.

16. The Obligations of, and indemnifications by, the Grantee herein shall be joint and several as to Flippers and Lopez.

IN WITNESS WHEREOF the parties have executed this instrument as of the date first indicated above.

Signed, sealed and delivered in the presence of:

GRANTOR:

WHARF PROPERTIES OF KEY WEST, INC., a Florida corporation

Witness Signature: FRANK Szelest
Print Name of Witness: FRANK SZELEST
Witness Signature: EDWARD A SHAPIRO
Print Name of Witness: EDWARD A SHAPIRO

By: Mehdi Ghomeshi, Vice President

701 Brickell Avenue
Miami, Florida 33131
Grantor's Address

FLIPPERS:

FLIPPERS MANAGEMENT, a Florida general partnership, as debtor in possession pursuant to a Notice of Sale dated May 29, 1991 in Case No. 90-13736-BKC-AJC and Case No. 90-14105-BKC-AJC, in the United States Bankruptcy Court for the Southern District of Florida

Witness Signature: THERESA STOFER
Print Name of Witness: THERESA STOFER
Witness Signature: SHERYL A. BERMAN
Print Name of Witness: SHERYL A. BERMAN

By: John E. O'Brien, Partner

Theresa Storer
Witness Signature

Theresa Storer
Print Name of Witness

SHERYL A. BERMAN
Witness Signature

SHERYL A. BERMAN
Print Name of Witness

Witness Signature

Print Name of Witness

Witness Signature

Print Name of Witness

By: John R. Rinehart
John R. Rinehart, Partner

By: ~~KEY CETI, INC., a Florida
corporation, Partner~~

By: _____

[CORPORATE SEAL]

Theresa Storer
Witness Signature

Theresa Storer
Print Name of Witness

SHERYL A. BERMAN
Witness Signature

SHERYL A. BERMAN
Print Name of Witness

LOPEZ:

LOPEZ DEVELOPMENT CORPORATION,
a Florida corporation, as
debtor in possession pursuant to
a Notice of Sale dated May 29,
1991 in Case No. 90-13736-BKC-
AJC and Case No. 90-14105-BKC-
AJC, in the United States
Bankruptcy Court for the
Southern District of Florida

By: John R. Rinehart Pres.
John R. Rinehart, President

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

10th The foregoing Agreement was acknowledged before me this day of July, 1991, by Mehdi Ghomeshi as Vice President of Wharf Properties of Key West, Inc., a Florida corporation, on behalf of said corporation.

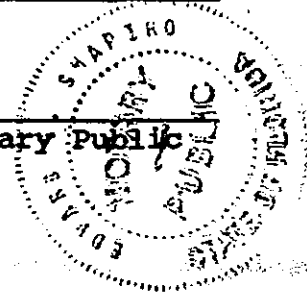
Edward A. Shapiro

Notary Public,
State of Florida

My Commission Expires:

EDWARD A SHAPIRO

Print Name of Notary Public



NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MARCH 1, 1993
BONDED THRU MAYNARD BONDING AGENCY

STATE OF FLORIDA)
) SS:
COUNTY OF MONROE)

11th The foregoing Agreement was acknowledged before me this day of July, 1991, by John E. O'Brien, as a Partner of Flippers Management, a Florida general partnership, on behalf of the partnership.

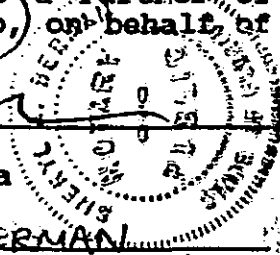
Sheryl A. Berman

Notary Public,
State of Florida

My Commission Expires:

SHERYL A. BERMAN

Print Name of Notary Public



NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: Nov. 28, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF FLORIDA)
) SS:
COUNTY OF MONROE)

11th The foregoing Agreement was acknowledged before me this day of July, 1991, by John R. Rinehart, as a partner in Flippers Management, a Florida general partnership, on behalf of said general partnership.

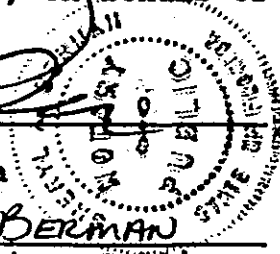
Sheryl A. Berman

Notary Public,
State of Florida

My Commission Expires:

SHERYL A. BERMAN

Print Name of Notary Public



NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: Nov. 28, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this
_____ day of July, 1991, by _____ as _____ of Key
Ceti, Inc., a Florida corporation, on behalf of said corporation,
as a partner in Flippers Management, a Florida general partnership,
on behalf of the partnership.

Notary Public,
State of Florida

My Commission Expires:

Print Name of Notary Public

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CONSENT

The undersigned, being all of the owners and holders of that certain Mortgage and Security Agreement (the "Mortgage") dated November 8, 1989, from Flippers Management, a Florida general partnership to Barnett Bank of the Keys, N.A., recorded in Official Records Book 1112, at Page 1254, of the Public Records of Monroe County, Florida, and the debt secured thereby, does hereby consent to the foregoing Agreement.

Dated July 11, 1991

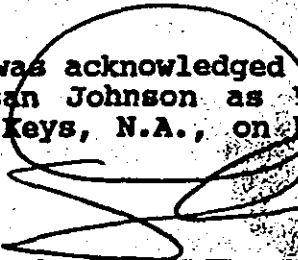
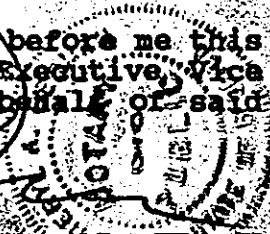
BARNETT BANK OF THE KEYS, N.A.

Susan Johnson

By: Exp

STATE OF FLORIDA)
) SS:
COUNTY OF MONROE)

11th The foregoing Agreement was acknowledged before me this day of July, 1991, by Susan Johnson as Executive Vice President of Barnett Bank of the Keys, N.A., on behalf of said Bank.

Notary Public,
State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: Nov. 28, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

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CONSENT

The undersigned, being all of the owners and holders of that certain Mortgage and Security Agreement (the "Mortgage") dated June 16, 1987, from Flippers Management, a Florida general partnership to Barnett Bank of South Florida, N.A., recorded in Official Records Book 1016, at Page 1575, of the Public Records of Monroe County, Florida, as modified and amended by that certain Future Advance Agreement dated May 31, 1988, recorded in Official Records Book 1054, at Page 700 of the Public Records of Monroe County, Florida, and as further modified and amended by that certain Second Future Advance Agreement dated September 12, 1989, recorded in Official Records Book 1105, at Page 142, of the Public Records of Monroe County, Florida and the debt secured thereby, does hereby consent to the foregoing Agreement.

Dated July 10, 1991

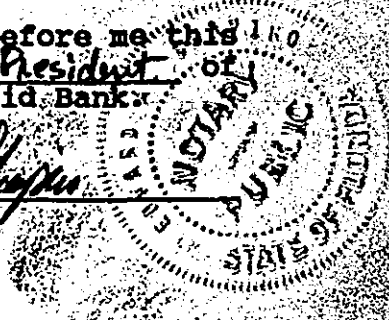
BARNETT BANK OF SOUTH FLORIDA,
N.A.

By: Mehdi Ghomeshi
Mehdi Ghomeshi, Vice President

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

10th The foregoing Agreement was acknowledged before me this 11th day of July, 1991, by Mehdi Ghomeshi as Vice President of Barnett Bank of South Florida, N.A., on behalf of said Bank.

Edward A. Skopje
Notary Public,
State of Florida



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MARCH 1, 1993
BONDED THRU MAYNARD BONDING AGENCY

EXHIBIT "A"

Commencing at a point at the intersection of Roosevelt Boulevard and the Northeasterly property line of Hilton Haven, thence in a northeasterly direction along the sewer wall which forms the north boundary of Roosevelt Boulevard a distance of 60 feet, for a point of beginning, thence at right angles and in a northwesterly direction a distance of 350 feet, thence at right angles and in a northeasterly direction a distance of 606 feet, thence in a southeasterly direction a distance of 350 feet, to a point which is on the north boundary line of the right-of-way of Roosevelt Boulevard, thence at right angles and in a southwesterly direction a distance of 606 feet back to the point or place of beginning. Containing 5.03 acres, more or less, lying and being in Section 33, Township 67 South, Range 25 East, Monroe County, State of Florida.



Land situated in Monroe County, Florida:

Tract One (1) of the Amended Plat of HILTON HAVEN, Section No. 1, a subdivision on the Island of Key West, Monroe County, Florida, according to Plat recorded in Plat Book 2, Page 108, Monroe County, Florida.

AND

On the Island of Key West, Florida, and more particularly described as follows: COMMENCING at a point where the Northerly property line of "HILTON HAVEN" Subdivision (Amended Plat, and recorded in Plat Book 2, Page 108, Public Records of Monroe County, Florida) intersects the Northwesterly Right-of-Way line of Roosevelt Boulevard, said point also being a permanent reference monument of aforesaid "HILTON HAVEN" Subdivision from said point, run Southwesterly along the Northwesterly Right-of-Way line of Roosevelt Boulevard for a distance of 165.0 feet to the point of beginning of the strip of land hereinafter described; thence with a deflected angle to the right of 72 degrees, 34 minutes and 06 seconds and in a Northwesterly direction for a distance of 98.34 feet to a point; thence with a deflected angle to the left of 17 degrees 18 minutes and 22 seconds and in a Northwesterly direction for a distance of 117.96 feet to a point; thence with a deflected angle to the right of 83 degrees, 54 minutes and 16 seconds in a Northerly direction for a distance of 4.0 feet to a point; thence with a deflected angle to the right of 96 degrees, 38 minutes and 00 seconds and in a Southeasterly direction for a distance of 119.3 feet to a point; thence with a deflected angle to the right of 18 degrees, 31 minutes and 00 seconds and in a Southeasterly direction for a distance of 98.3 feet back to the Point of Beginning.

AND

Begin at the intersection of the Northwesterly Right-of-Way line of Roosevelt Boulevard and the North boundary of Tract 1 of HILTON HAVEN, the Point of Beginning; thence westerly along the North line of HILTON HAVEN 315.35 feet; which said line makes an angle with the center line of Roosevelt Boulevard of 49 degrees 10 minutes; thence Northerly at right angles to the North boundary of said Tract 1, 45 feet; thence Easterly at right angles to the last named course and parallel with the North boundary of said Tract 1 of HILTON HAVEN, a distance of 263.26 feet; thence in a Southeasterly direction, making an angle of 90 degrees with the center line of Roosevelt Boulevard, 68.82 feet, to the Point of Beginning.

AND

EXHIBIT "B" (PAGE 1 OF 2)



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OFF REC 176 PAGE 1334

A parcel of land North of HILTON HAVEN Subdivision, as recorded in Plat Book 2, at Page 108, Public Records of Monroe County, Florida, more particularly described as follows: COMMENCE at the intersection of the Northerly Right-of-Way line of Roosevelt Boulevard and the Northerly boundary of said HILTON HAVEN Subdivision; thence West along said Northerly boundary 315.25 feet; thence North 45 feet to the Point of Beginning; thence continue North 225 feet; thence in a Southeasterly direction 350 feet to a point East of the Point of Beginning; thence West 263.26 feet to the Point of Beginning.




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A parcel of land on the Island of Key West, Monroe County, Florida; the said parcel being described by metes and bounds as follows: BEGIN at a point where the Northerly line of HILTON HAVEN subdivision (Amended Plat, and recorded in Plat Book 2, page 108, Public Records of Monroe County, Florida) intersects the Northwesterly right of way line (ROWL) of North Roosevelt Boulevard and run thence SW'ly and along the said NW'ly ROWL for a distance of 152.00 feet; thence NW'ly and at right angles for a distance of 27.00 feet; thence SW'ly and along a line deflected $107^{\circ} 45'$ to the left for a distance of 22.00 feet; thence NW'ly and at right angles for a distance of 66.00 feet; thence NE'ly and at right angles for a distance of 22.00 feet; thence NW'ly and along a line deflected $53^{\circ} 45'$ to the left for a distance of 92.00 feet; thence NE'ly and along a line deflected $75^{\circ} 00'$ to the right for a distance of 30.00 feet; thence Northerly and along a line deflected $38^{\circ} 45'$ to the left for a distance of 100 feet; thence NE'ly and along a line deflected $35^{\circ} 15'$ to the right for a distance of 31.32 feet; thence SE'ly and at right angles for a distance of 233.00 feet back to the POINT OF BEGINNING.

EXHIBIT C

Recorded in Official Records Book
In Monroe County, Florida
Record Verified
DANNY L. KOLHAGE
Clerk Circuit Court



DRC
Minutes & Comments

Minutes of the Development Review Committee

June 27, 2013 Approved

URBAN FORESTER:

No comments.

FIRE DEPARTMENT:

Mr. Blanco had not objections after meeting with applicant. Oxygen used and propane lines are good but should verify with propane company.

HARC PLANNER:

Ms. Torregrosa stated plans show propane tanks on concrete pad area will required HARC approval and must be screened or fenced and not compromise parking required. Any new signage will also require HARC approval.

ENGINEERING:

Ms. Ignaffo requested applicant provide parking area plan that shows parking space configuration including dimensions and locations for trash storage and proposed oxygen tank and bollards.

ADA COORDINATOR:

Ms. Nicklaus stated the existing building must be ADA compliant and that 20% of construction costs spent must be allocated for compliancy. Also would like one parking space dedicated ADA.

PLANNING DIRECTOR:

Mr. Craig had concerns that part of building may be on Applerouth Lane over the right-of-way would require an easement but not clear on survey provided. Applicant will need license for awning overhang.

ART IN PUBLIC PLACES:

No comments.

12. **Major Development Plan & Conditional Use - 2407 North Roosevelt Boulevard** (RE# 00002280-000100, AK# 8890613) – A request to construct dockage with 74 berths in the C-OW zoning district per Section 108-91 B. 2(c) of the Land Development Regulations of the Code of Ordinances of the City of Key West.

Mr. Cunningham gave members an overview of the Conditional Use request.

The applicant, Owen Trepanier, Trepanier & Associates, gave an overview of the request.

DRC Member Comments:

URBAN FORESTER:

Ms. DeMaria stated applicant will need Army Corps of Engineers permits before beginning project and will need to look into state requirements for mangrove pruning and impact onto pilings, etc.

FIRE DEPARTMENT:

Minutes of the Development Review Committee June 27, 2013 Approved

Mr. Blanco had concerns with life safety issues and would like to see more information on fire protection and accessibility and would work with applicants to discuss these issues.

HARC PLANNER:

No comments.

ENGINEERING:

Ms. Ignaffo requested applicant provide Pursuant to Sec. 110-186, please provide project coordination letter and/or permit from ACOE and FDEP; benthic resource assessment of the entire project area; indicate locations for posting information signs; and provide a storm water management system plan for the upland areas, including the parking areas.

Survey

Please provide a survey that shows bay bottom elevations referenced to NAVD88.

Sanitary Sewer

Clean Vessel Act established federal grant program to pay for the installation of sewage pumpout facilities. Please see the FDEP website for additional information
<http://www.dep.state.fl.us/cleanmarina/cva/>

Please provide a sanitary sewer collection/transmission and connection plan, based on established methods for estimating flow per highest use of the marina, Show the location for proposed restroom facilities. This system will require FDEP construction permit and operation authorization.

Potable Water

Please provide a water distribution and separate fire line plan, showing the location for backflow preventers, fire hydrants, fire hose boxes, and hose bibs. This system will require FDEP construction permit and operation authorization. Please coordinate with the FL Keys Aqueduct Authority.

Solid Waste

Please provide the estimate for the amount of trash to be generated by this proposed marina project and the current rate of trash produced by this site. Show the location for trash storage areas. All dumpster locations on site shall be screened, pursuant to Sec. 108-279. Trash storage areas shall be sized to include garbage and recycling storage.

Parking Area

Please provide a parking plan for the upland area, in conformance with Chapter 108, Article VII, including storm water drainage system, lighting plan, and landscape waiver.

The parking and storm water drainage and grading plan should encompass the Key West Lions Club parking area, in order to create a storm water management system that will ensure water quality standards are met for the proposed marina project.

ADA Accessibility

ADA accessible spaces and accessible route shall be provided, in accordance with the 2010 Florida Building Code: Accessibility, regarding number of parking spaces provided and accessible routes within the site and from parking spaces and North Roosevelt Boulevard.

Minutes of the Development Review Committee

June 27, 2013 Approved

ADA COORDINATOR:

Ms. Nicklaus stated that accessibility of facilities, restrooms and parking spaces must be ADA compliant which may require moving parking spaces and resurfacing roadway.

PLANNING DIRECTOR:

Mr. Craig stated that a non-revocable parking agreement be established to account for both marina and hotel use so as to now share the same spaces and verify easement across Lion's Club property as only road access to marina. Applicant should seek legal counsel to look at conditions and permit approval requirements at State and Federal level before proceeding as well as city comprehensive plan regulations for water depth access.

ART IN PUBLIC PLACES:

Mr. Moody noted that total cost of construction falls under the 1% ordinance and would work with applicants on art requirements for public accessibility or donation to the City.

ADJOURNMENT

Meeting adjourned at 12:10 PM.

**Respectfully submitted by,
Katrina Cool
Administrative Assistant II
Planning Department**

MEMORANDUM

DATE: March 17, 2014

RE: 2407 N. Roosevelt Blvd (Dr. Richard Walker)

FROM: Karen DeMaria, Urban Forestry Manager, City of Key West

Regarding the marina project at 2407 N. Roosevelt Blvd, it should be noted that any trimming of mangroves during construction of the project, might need permits from the Tree Commission. Red, black, and white mangroves are listed on the specially protected tree list in the Tree Ordinance (Sec 110-253).

Permits are required for the cutting of any large diameter branches (>6" diameter) or if more than 1/3 of the tree is being removed. Even if a permit is not required, it is expected that proper arborist type cuts are made to the trees.

It is advised that the property owner/developer/contractor contact the State Department of Environmental Protection to determine if any mangrove trimming permits will be needed for the project.


3.17.14

From: [Jason Barroso](#)
To: [Carlene Smith](#)
Cc: [Danny Blanco](#); manderso@keywestcity.com
Subject: RE: 2407 N. Roos. - Fire Dpt Conditions
Date: Monday, August 18, 2014 1:58:46 PM

Carlene,

Please find listed below the additional Fire Marshal requirements for the Walker Marina Project:

- 1) Owner shall provide a fire department Hammerhead turn-around as required by code.
- 2) Owner shall provide a letter from structural engineer determining the hammerhead access road in close proximity of the water line can safely handle the total weight of our fire department trucks.
- 3) Owner shall provide a secondary emergency egress walkway for emergency purposes only, approved location and specifications have been forwarded over to you via email.

Thank You,

Jason Barroso Lt. FIRE INSPECTOR

Key West Fire Department

1600 N. Roosevelt Blvd.

Key West, Florida 33040

305-809-3933 Office

305-293-8399 Fax

jbarroso@keywestcity.com

Serving the Southernmost City

From: Carlene Smith [mailto:cesmith@keywestcity.com]

Sent: Monday, August 18, 2014 11:16 AM

To: Jason Barroso

Subject: 2407 N. Roos. - Fire Dpt Conditions

Hi Jason,

Please forward me any comments that you may have regarding 2407 N Roosevelt.

Thank you.

Carlene Smith, LEED Green Associate, Planner Analyst

City of Key West Planning Department

3140 Flagler Avenue | Key West, FL 33040

Ph. 305.809.3722 | Fax 305.809.3978

cesmith@keywestcity.com | www.keywestcity.com

Under Florida law, e-mail addresses are public record. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, you may contact this office by phone or in writing.

Additional Information



STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

JEB BUSH
Governor

THADDEUS L. COHEN, AIA
Secretary

April 6, 2006

Mr. George Kenny
Department of Environmental Protection
South District Marathon Branch Office
2796 Overseas Highway, Suite 221
Marathon, FL 33050-4276

RE: Environmental Resource Permit Application

File No: Site # 44-0216963-002
County: Monroe
Applicant: Richard C. Walker, MD
Project: Marina

Dear Mr. Kenny:

The Department of Community Affairs (Department), pursuant to its role as the State's land planning agency, has reviewed the referenced permit application for consistency with its statutory responsibilities under the Florida Coastal Management Program (FCMP), which includes Chapter 163, Part II, and Chapter 380, Florida Statutes (F.S.). The project is located in the Florida Keys Area of Critical State Concern (FKACSC); therefore, it must also be consistent with the Principles for Guiding Development, (see Sec. 380.0552(7), F.S.), and the City of Key West comprehensive plan and land development regulations pertaining to Coastal Zone Management.

Section 380.0552(7), F.S., establishes the Principles for Guiding Development for the (FKACSC) and requires that all state, regional, and local governments conduct their regulatory programs consistent with these Principles. Further, all local governments within the ACSC are required to adopt comprehensive plans that protect water quality, shorelines, and marine resources.

Project Description

The applicant proposes to remove existing structures (12,000⁺ square feet) from within a privately owned boat basin in Key West and construct an approximately 18,263 square foot marina consisting of a concrete pilings and prefabricated floating docks with finger piers for a total of 90 wet slips. Additionally, the applicant proposes to install navigational markers within the Gulf of Mexico. The project site is located adjacent to the Gulf of Mexico (Outstanding Florida Waters), within the Florida Keys National Marine Sanctuary, in close proximity to the Great White Heron National Wildlife Refuge.

2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100
Phone: 850.488.8466/Suncom 278.8466 FAX: 850.921.0781/Suncom 291.0781
Internet address: <http://www.dca.state.fl.us>

CRITICAL STATE CONCERN FIELD OFFICE
2796 Overseas Highway, Suite 212
Marathon, FL 33050-2227
(305) 289-2402

COMMUNITY PLANNING
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 488-2368

EMERGENCY MANAGEMENT
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 413-9989

HOUSING & COMMUNITY DEVELOPMENT
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 488-7656

The Following City of Key West Principles for Guiding Development, City of Key West Comprehensive Plan Policies, and Land Development Regulations Apply to the Activities/Development Proposed:

City of Key West Principles for Guiding Development, Chapter 28.36.004:

Principle (b): Protection of tidal mangroves and associated shoreline and marine resources and wildlife

Principle (c): Minimize the adverse impacts of development of the quality of water in and around the City of Key West and throughout the Florida Keys.

City of Key West Comprehensive Plan Policies:

Policy 5-1.1.4: Protect Living Marine Resources, Coastal Marsh, and Seagrass Beds.

Upon plan adoption the City shall adopt amended land development regulations, which include performance criteria, which shall regulate against adverse impacts of development on seagrass beds and coastal nontidal wetland habitats. Since these areas are sensitive to increased turbidity and other forms of pollution, water run-off and introduction of nutrients shall be regulated through effective water quality management criteria.

Policy 5-1.2.1(2): Limit Impacts of Development and Redevelopment Upon Water Quality and Quantity, Wildlife Habitat and Living Marine Resources and Implement Policies for Shoreline Land Uses.

5. Marine and Dock Facilities:
 - (e) Grassbeds and other submerged habitat deemed valuable by DER and DNR will be subject to protection regardless of their size.

City of Key West Land Development Regulations:

Sec. 110-183. Living Marine Resources.

(a) Development along the coastal shoreline or within an area extending 600 feet into the tidal water adjacent to the corporate city limits shall avoid adverse impacts of development on benthic communities within tidal waters, including seagrass beds, algal beds, and other live bottom communities, reef systems as well as adverse impacts on the coastal nontidal wetland habitats. Since these areas are sensitive to increased turbidity and other forms of pollution, water runoff and introduction of nutrients, these forms of pollution shall be regulated through effective water quality management criteria.

Sec. 110-186. Marinas and Dock Facilities.

Docks or marina improvements shall not be approved by the city until the applicant demonstrates compliance with all applicable federal and state laws and administrative rules as well as applicable policies of regional agencies. Development plans shall include an environmental impact component for all docks and marinas which adequately address marina siting criteria cited in this section. These plans must demonstrate to the city's satisfaction that the facilities shall not adversely impact living marine resources. The plans shall comply with the following criteria:

- (1) The plan shall indicate location of the site relative to all potentially impacted natural marine resources, including specific location and characteristics. New marinas shall not be allowed in or immediately adjacent to the following sensitive areas:
 - a. Aquatic preserves;
 - b. Class II waters approved by the State Department of Environmental Protection for shellfish harvesting;

- c. Outstanding Florida Waters;
- d. Marine sanctuaries;
- e. Estuarine sanctuaries; and
- f. Areas of essential manatee habitat, as determined by the State Department of Environmental Protection.

Conclusion

The proposed project is inconsistent with: Principles (b) and (c) of the City of Key West Principles for Guiding Development; Policy 5-1.1.4 and Policy 5-1.2.1(2) of the City of Key West Comprehensive Plan; and Sections 110-183 and, 110-186, City of Key West Land Development Regulations, therefore, the Department objects to the issuance of this permit. The Department objects to the issuance of this permit because the proposed marina is adjacent to the Gulf of Mexico (Outstanding Florida waters), within the Florida Keys National Marine Sanctuary, in close proximity to the Great White Heron National Wildlife Refuge and new marinas are not allowed in or immediately adjacent to Outstanding Florida waters or marine sanctuaries.

The benthic survey indicates that the average water depth is approximately three feet near shore, approximately five feet near the center of the basin, and approximately four feet at the mouth of the basin during mid-tide. Additionally, in the permit application, the applicant states that the water depth within the navigation route to the marina is approximately 2.75 feet at mean low water. The benthic survey also indicated several varieties of seagrasses, multiple marine organisms, and algae are found within the boat basin. The construction of docks and the potential vessel traffic within a marina of insufficient water depths has the potential to cause harm to areas vegetated with seagrass beds or characterized by hard bottom communities. The project is inconsistent with Section 110-183, City of Key West Land Development Regulations, as the development may result in adverse impacts on the benthic communities within the proposed marina.

Thank you for the opportunity to comment on this project. If you have any questions, please contact Ada Mayte Santamaria at (305) 289-2407.

Sincerely,

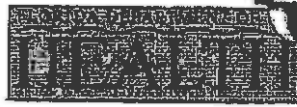

Valerie J. Hubbard, AICP
Director, Division of Community Planning

VJH:AMS

January 20, 2012

Exhibit I

Department of Health Permit #150092-007-wc/04



Jeb Bush
Governor

M. Rony Francis, M.D., M.S.P.H., Ph.D.
Secretary

Lillian Rivera, RN, MSN, Administrator

PERMITTEE:

Florida Keys Aqueduct Authority (FKAA)
C/o Ray M. Shimokubo
PO BOX 1239, Kennedy Drive
Key West, Florida 33041-1239

PERMIT No: 150092-007-WC/04
DATE OF ISSUE: November 14, 2006
EXPIRATION DATE: November 13, 2011
COUNTY: MIAMI-DADE COUNTY
LAT./LONG.: 25°26'25" N / 80°36'33" W
SECTION/TOWNSHIP/RANGE:
PROJECT: Reverse Osmosis (RO) Expansion
Facility, 6.0 MGD Permeate production with
blending options at FKAA J.Robert Dean WTP
Florida City, Dade County

This permit is issued under the provisions of Chapter 403, Florida Statutes, and Florida Administrative Code Rule 62-4, 62-550, 62-555 & 62-560. The above named permittee is hereby authorized to perform the work shown on the application, technical specifications approved drawing(s), plans, and other documents attached hereto or on file with the Department and made a part hereof and specifically described as follows:

TO CONSTRUCT: A Reverse Osmosis, (RO) treatment facility with a permeate capacity of up to 6 Million Gallons per Day, (MGD) produced from Phase I, consisting of three (3) 1.5 MGD trains or Phase II, consisting of an additional 1.5 MGD or four (4) 1.5 MGD trains. The RO facility will be fully integrated with the existing lime softening plant. There will be the option of bypassing a limited amount of pretreated Floridan aquifer water and blending it with RO permeate thus adding alkalinity to the product water and increasing the overall plant "net" recovery. The RO system product water (degasified permeate/blended permeate) will be combined (blended) with existing lime softening plant product and a limited amount of cartridge-filtered Biscayne Aquifer RO bypass water. The blended product water will receive chemical addition and be transferred to existing finished water storage facilities and pumped to distribution with existing high service pumps. The water treatment plant construction permit application is for 6 MGD RO permeate capacity plus up to 3 MGD cartridge filtered Biscayne Aquifer blend flow and up to 0.576 MGD (400 gpm) pretreated Floridan Aquifer feed water bypass (which blends with RO permeate), and up to 0.7 MGD Floridan Aquifer water which blends with the existing lime softening facility influent Biscayne Aquifer water. The full operation of all the above described facility units could raise the Possible Facility Output Capacity to greater than 23.8 MGD existing permissible, plus 6.0 MGD covered under this permit application. No other facilities or new wells are part of this permit.

TO SERVE: The Florida Keys Water Distribution System, Monroe County, Florida.



Samir Elmir, M.S., P.E., D.B.E., Division Director
Miami-Dade County Health Department
Environmental Health and Engineering
1725 N. W. 167th Street, Miami, Florida 33056
Tel: (305) 623-3500 Fax: (305) 623-3502
Email: Samir_elmir@doh.state.fl.us
Website: www.dadehealth.org

"A"

PERMIT NO: 150092-007-WC/04

PERMIT ISSUE DATE: November 14, 2006

GENERAL CONDITIONS:

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit, are "permit conditions" and are binding and enforceable pursuant to Sections 403.141, 403.727, or 403.859 through 403.861, F.S. The permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. As provided in subsections 403.087(6) and 403.722(5), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit that may be required for other aspects of the total project which are not addressed in this permit.
4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.
5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties therefore; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department.
6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit, are required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.
7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times, access to the premises where the permitted activity is located or conducted to:
 - (a) Have access to and copy any records that must be kept under conditions of the permit;
 - (b) Inspect the facility, equipment, practices, or operations regulated or required under this permit; and

PERMIT NO: 150092-007-WC/04

PERMIT ISSUE DATE: November 14, 2006

- (c) Sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.

Reasonable time may depend on the nature of the concern being investigated.

8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:

- (a) A description of and cause of noncompliance; and
- (b) The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence if the noncompliance. The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.

9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is prescribed by Section 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.

10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules.

11. This permit is transferable only upon Department approval in accordance with Rule 62-4.120 and 62-30.300, F.A.C., as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Department.

12. This permit or a copy thereof shall be kept at the work site of the permitted activity.

13. This permit also constitutes:

- (X) Determination of Best Available Control Technology (BACT)
- () Determination of Prevention of Significant Deterioration (PSD)
- () Certification of compliance with state Water Quality Standards (Section 401, PL 92-500)
- () Compliance with New Source Performance Standards

PERMIT NO: 150092-007-WC/04

PERMIT ISSUE DATE: November 14, 2006

14. When requested by the Department, the permittee shall within a reasonable time furnish any information required by law, which is needed to determine compliance with the permit. If the permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

SPECIFIC CONDITIONS:

1. The applicant is responsible for retaining the engineer of record in the application for supervision of the construction of this project and upon completion, the engineer shall inspect for complete conformity to the plans and specifications as approved.

2. All concrete coatings/admixtures, liners, grouts, hoses, tubings, and protective paints and coatings shall be listed by the National Sanitation Foundation as acceptable for contact with potable water.

3. Bacteriological points depicted on the plans may be modified with Department consent to meet convenient locations where taps would be inserted in the Main for Fire, Metering, Air Release or other connections but not less than 900 foot intervals for new mains. "Additionally, each part or system module shall be Bacteriologically cleared with 2 consecutive days of sampling before being placed in service as well as the final stream going to storage and subsequent service.

4. The Applicant or his designee shall notify The Department at the local DOH office of the start of the study/construction for purposes of allowing Department Personnel to observe the actual process.

5. The owner or permittee is advised that approval is given to the functional aspects of this project on the basis of representation, and data furnished to this division. There may be County, Municipal or other Local Regulations to be complied with by the owner or permittee prior to construction of the facilities represented by the plans referred to above.

6. This construction permit is issued with the understanding that pipe material and appurtenances used in this installation will be in accordance with the latest applicable AWWA & NSF Standards for public water supplies.

7. The applicant Public Water System as a condition of this permit is hereby advised they shall revert to (2) two-six Month periods of standard monitoring for Lead and Copper upon issuance of Clearance to put the facilities into service. If no Lead or Copper exceedance occurs within the 2-6 Month periods, the System may return to annual monitoring.

PERMIT NO: 150092-007-WC/04

PERMIT ISSUE DATE: November 14, 2006

8. Prior to placing a system into service, the applicant shall submit to the Department, if requested, one set of record drawings of the completed project with completed form DEP 62.555.910(9) [Certification of Construction Completion and Request for a Letter of Clearance to Place a Public Drinking water facility into Service] signed by the engineer of record. Drawings are to be at the same scale and in the same sequence as those submitted and approved for permit. Deviations from the original permitted drawings are to be highlighted and/or noted for the Department's review. Include with the DEP form the bacteriological clearance data, pressure test results and backflow inspection certification (if applicable).

Issued this 30th day of November 2006

STATE OF FLORIDA
DEPARTMENT OF HEALTH

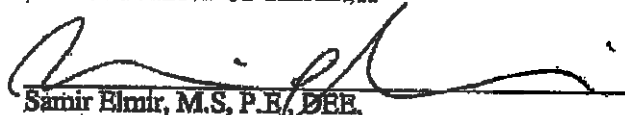

Samir Elmir, M.S., P.E., DEE,
Division Director

Exhibit II

Water Use Permit (WUP) #13-00005-W



FORM #0209
Rev. 583

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
WATER USE PERMIT NO. RE-ISSUE 13-00005-W
(NON - ASSIGNABLE)**

Date Issued: 13-MAR-2008

Expiration Date: March 13, 2028

Authorizing: THE CONTINUATION OF AN EXISTING USE OF GROUND WATER FROM THE BISCAYNE AQUIFER AND FLORIDAN AQUIFER SYSTEM FOR PUBLIC WATER SUPPLY USE WITH AN ANNUAL ALLOCATION OF 8750.84 MILLION GALLONS.

Located In: Miami-Dade County, S26/T57S/R38E

Issued To: FLORIDA KEYS AQUEDUCT AUTHORITY FKA
(FLORIDA KEYS AQUEDUCT AUTHORITY)
1100 KENNEDY DR
KEY WEST, FL 33401

This Permit is issued pursuant to Application No.050329-23 , dated March 29, 2005, for the Use of Water as specified above and subject to the Special Conditions set forth below. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, maintenance or use of activities authorized by this permit. Said application, including all plan and specifications attached thereto, is by reference made a part hereof.

Upon written notice to the permittee, this permit may be temporarily modified, or restricted under a Declaration of Water Shortage or a Declaration of Emergency due to Water Shortage in accordance with provisions of Chapter 373, Fla. Statutes, and applicable rules and regulations of the South Florida Water Management District.

This Permit may be permanently or temporarily revoked, in whole or in part, for the violation of the conditions of the permit or for the violation of any provision of the Water Resources Act and regulations thereunder.

This Permit does not convey to the permittee any property rights nor any privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation, or requirement affecting the rights of other bodies or agencies.

Limiting Conditions are as follows:

SEE PAGES 2 - 7 OF 7 (35 LIMITING CONDITIONS).

South Florida Water Management
District, by its Governing Board

On March 13, 2008
By [Signature]
Deputy Clerk

LIMITING CONDITIONS

1. This permit shall expire on March 13, 2028.
2. Application for a permit modification may be made at any time.
3. Water use classification:

Public water supply

4. Source classification is:

Ground Water from:
Biscayne Aquifer
Floridan Aquifer System

5. Annual allocation shall not exceed 8751 MG.

Maximum monthly allocation shall not exceed 809.0088 MG.

The following limitations to annual withdrawals from specific sources are stipulated:
Biscayne Aquifer-: 6,492 MG:

6. Pursuant to Rule 40E-1.6106, F.A.C., Notification of Transfer of Interest in Real Property, within 30 days of any transfer of interest or control of the real property at which any permitted facility, system, consumptive use, or activity is located, the permittee must notify the District, in writing, of the transfer giving the name and address of the new owner or person in control and providing a copy of the instrument effectuating the transfer, as set forth in Rule 40E-1.6107, F.A.C.

Pursuant to Rule 40E-1.6107 (4), until transfer is approved by the District, the permittee shall be liable for compliance with the permit. The permittee transferring the permit shall remain liable for all actions that are required as well as all violations of the permit which occurred prior to the transfer of the permit.

Failure to comply with this or any other condition of this permit constitutes a violation and pursuant to Rule 40E-1.609, Suspension, Revocation and Modification of Permits, the District may suspend or revoke the permit.

This Permit is issued to:

Florida Keys Aqueduct Authority
1100 Kennedy Drive
Key West, Florida 33401

7. Withdrawal facilities:

Ground Water - Existing:

- 2 - 24" X 60' X 2000 GPM Wells Cased To 35 Feet
- 3 - 24" X 56' X 2000 GPM Wells Cased To 36 Feet
- 1 - 20" X 60' X 2100 GPM Well Cased To 20 Feet
- 2 - 24" X 57' X 2000 GPM Wells Cased To 37 Feet
- 1 - 24" X 60' X 1400 GPM Well Cased To 24 Feet
- 1 - 20" X 1300' X 2000 GPM Well Cased To 880 Feet
- 1 - 24" X 60' X 1400 GPM Well Cased To 20 Feet

Ground Water - Proposed:

4 - 17" X 1300' X 2000 GPM Wells Cased To 880 Feet

8. Permittee shall mitigate interference with existing legal uses that was caused in whole or in part by the permittee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation will include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means.
- Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1 in 10 year drought event that results in the:
- (1) Inability to withdraw water consistent with provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or
 - (2) Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent.
9. Permittee shall mitigate harm to existing off-site land uses caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm caused by withdrawals, as determined through reference to the conditions for permit issuance, includes:
- (1) Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other governmental authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g. fill for construction, mining, drainage canal, etc.)
 - (2) Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or
 - (3) Land collapse or subsidence caused by reduction in water levels associated with consumptive use.
10. Permittee shall mitigate harm to the natural resources caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance includes:
- (1) Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface,
 - (2) Reduction in water levels that harm the hydroperiod of wetlands,
 - (3) Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,
 - (4) Harmful movement of contaminants in violation of state water quality standards, or
 - (5) Harm to the natural system including damage to habitat for rare or endangered species.
11. If any condition of the permit is violated, the permit shall be subject to review and possible modification, enforcement action, or revocation.

12. Authorized representatives of the District shall be permitted to enter, inspect, and observe the permitted system to determine compliance with special conditions.
13. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.
14. The permit does not convey any property right to the Permittee, nor any rights and privileges other than those specified in the Permit and Chapter 40E-2, Florida Administrative Code.
15. Permittee shall submit all data as required by the implementation schedule for each of the limiting conditions to: S.F.W.M.D., Supervising Hydrogeologist - Post-Permit Compliance, Water Use Regulation Dept. (4320), P.O. Box 24680, West Palm Beach, FL 33416-4680.
16. In the event of a declared water shortage, water withdrawal reductions will be ordered by the District in accordance with the Water Shortage Plan, Chapter 40E-21, F.A.C. The Permittee is advised that during a water shortage, pumpage reports shall be submitted as required by Chapter 40E-21, F.A.C.
17. Prior to the use of any proposed water withdrawal facility authorized under this permit, unless otherwise specified, the Permittee shall equip each facility with a District-approved operating water use accounting system and submit a report of calibration to the District, pursuant to Section 4.1, Basis of Review for Water Use Permit Applications.

In addition, the Permittee shall submit a report of recalibration for the water use accounting system for each water withdrawal facility (existing and proposed) authorized under this permit every five years from each previous calibration, continuing at five-year increments.
18. Monthly withdrawals for each withdrawal facility shall be submitted to the District quarterly. The water accounting method and means of calibration shall be stated on each report.
19. The Permittee shall notify the District within 30 days of any change in service area boundary. If the Permittee will not serve a new demand within the service area for which the annual allocation was calculated, the annual allocation may then be subject to modification and reduction.
20. Permittee shall implement the following wellfield operating plan:
The Biscayne Aquifer wellfield shall be operated according to the restrictions outlined in Limiting Conditions 5, 25, 26, and 27 of this permit. Upon completion and operation of the Reverse Osmosis system, pursuant to the schedule outlined in Limiting Condition 30, the Floridan Aquifer wellfield will be operated to provide the balance of the demands beyond those restrictions.
21. Permittee shall determine unaccounted-for distribution system losses. Losses shall be determined for the entire distribution system on a monthly basis. Permittee shall define the manner in which unaccounted-for losses are calculated. Data collection shall begin within six months of Permit issuance. Loss reporting shall be submitted to the District on a yearly basis from the date of Permit issuance.
22. Permittee shall maintain an accurate flow meter at the intake of the water treatment plant for the purpose of measuring daily inflow of water.
23. The Permittee shall continue to submit monitoring data in accordance with the approved saline water intrusion monitoring program for this project.
24. The Water Conservation Plan required by Section 2.6.1 of the Basis of Review for Water Use Permit Applications within the South Florida Water Management District, must be implemented in accordance with the approved implementation schedule.
25. In addition to the allocation specified in Limiting Condition 5, the permittee may apply a Special Event Peaking Factor Ratio of 1.3:1 to compensate for temporary increased demand during seasonal and Special Events up to a maximum daily withdrawal of 33.57 MG. The source limitations imposed by

Limiting Conditions 5 and 26 apply to the Special Event Peaking Factor Ratio. The permittee must notify the District in writing no less than 24 hours prior to applying this Special Event Peaking Factor Ratio and must specify the proposed duration of the use of the Special Event Peaking Factor Ratio. The use of the Special Event Peaking Factor Ratio shall be noted on the monthly pumpage reports.

26. In addition to the allocations specified in Limiting Conditions 5 and 25, during the dry season (December 1 to April 30), FCAA shall limit their average day withdrawals from the Biscayne Aquifer to 17 MGD, calculated on a monthly basis. The remaining dry season demands shall be provided by the reverse osmosis system. During the remainder of the year from May 1 to November 30, the withdrawals from the Biscayne Aquifer shall be limited to the Base Condition water use for the Biscayne Aquifer of 6,492 MGY, or an average day of 17.79 MGD. Demands in excess of these volumes shall be provided by the Floridan Aquifer System wells and the emergency desalination facilities.
27. Prior to the availability of the Floridan Aquifer reverse osmosis system, dry season demand in excess of the Biscayne Aquifer pumpage limitations specified in Limiting Condition 26 shall be obtained from emergency sources pursuant to Limiting Condition 29.
28. In addition to the monthly reporting required in Limiting Condition 18, and prior to the operation of the Reverse Osmosis system, on the 15th day of each month during and immediately following the dry season extending from December 1 to April 30, FCAA shall file a written report with the District ("mid-month report") evaluating the following: 1) the daily pumpage to date during the last 30 days; and 2) any daily pumpage distribution for the remainder of the dry season as necessary to comply with the 17 MGD Biscayne Aquifer average dry season limitation. Such report shall also identify any remedial actions necessary to ensure compliance that through the remainder of the dry season the applicable Biscayne Aquifer pumpage limitations described above will be met. This report shall replace the other reports required by the Consent Agreement (including the June 15 post-dry season report and the February 15th mid-dry season additional demand report). Such mid-month report shall be evaluated by District staff and revised by the District as necessary to achieve compliance with the above. Upon completion and operation of the Reverse Osmosis system, pursuant to the schedule outlined in Limiting Condition 30, this report requirement shall cease and the monthly Biscayne Aquifer withdrawals shall be reported as required by Limiting Condition 18 of this permit.
29. In order to reduce the potential for violating the 17 MGD Biscayne Aquifer average monthly withdrawal limitation during the dry season, FCAA must to the greatest extent practical utilize the emergency desalination facilities FCAA owns and operates at Stock Island and Marathon, which are potentially capable of treating saline water at rates up to 3.0 MGD. The FCAA shall use these two emergency desalination facilities as an alternative source of water in order to assist in limiting its dry season Biscayne Aquifer withdrawals. The FCAA's ability to use, and extent of use, of these emergency desalination facilities shall be subject to not causing (i) significant adverse affects to FCAA's water treatment or distribution system; or (ii) a violation of any applicable primary or secondary drinking water standards.
30. The permittee shall adhere to the following schedule for the construction and operation of the Floridan Aquifer System reverse osmosis wellfield and treatment facility:
- Florida Keys Aqueduct Authority - Schedule for Construction and Operation of Floridan Aquifer Production Well, Floridan Aquifer Reverse Osmosis Treatment Facility, and Demineralized Concentrate Disposal Well
- Reverse osmosis water treatment plant expansion
Award Contract - September 30, 2007
Complete Construction - December 31, 2009

- Deep Injection Well
 - Obtain FDEP Permit - March 31, 2008
 - Award Contract - 152 days after receiving FDEP Underground Injection Control Permit
 - Complete Drilling and Testing - 1 year and 30 days after receiving FDEP Underground Injection Control Permit
- Complete reverse osmosis water treatment plant system
 - Begin and Stabilize Operation - 2 years and 60 days after receiving FDEP Underground Injection Control Permit

31.

In the event that a milestone specified in the alternative water supply schedule and plan contained in Limiting Condition 30 is going to be missed, the permittee shall notify the Executive Director of the District in writing explaining the nature of the delay, actions taken to bring the project back on schedule and an assessment of the impact the delay would have on the rates of withdrawals from the Everglades water bodies and associated canals as defined in District CUP rules. The District will evaluate the situation and take actions as appropriate which could include: a) granting an extension of time to complete the project (if the delay is minor and doesn't affect the Everglades Waterbodies or otherwise violates permit conditions), b) take enforcement actions including consent orders and penalties, c) modify allocations contained in this permit from the Biscayne Aquifer including capping withdrawal rates until the alternative water supply project(s) are completed (in cases where the delay would result in violations of permit conditions) or d) working with the Department of Community Affairs to limit increase demands for water until the alternative water supply project is completed. In addition, Permittee shall make to the District payment of funds as identified below for non-compliance with any timeline for development of the Floridan Aquifer System production and treatment system as provided in Limiting Condition 30, as follows:

A. Reverse Osmosis Plant construction and operation timelines in Limiting Condition 30

- Award Contract - \$2,000.00 per week
- Complete Construction - \$2,000.00 per week

B. Floridan Deep Injection Well(s) Construction and Operation

- Award Contract - \$2,000.00 per week
- Complete drilling and Testing - \$2,000.00 per week
- Complete reverse Osmosis Water Treatment Plant System - \$2,000.00 per week
- Begin and Stabilize Operation - \$2,000.00 per week

32. Prior to any application to renew or modify this permit, the Permittee shall evaluate long term water supply alternatives and submit a long term water supply plan to the District. Within one year of permit issuance, the Permittee shall submit to the District an outline of the proposed plan. The assessment should include consideration of saline intrusion, wellfield protection, plans for compliance with applicable wellfield protection ordinances, expected frequencies and plans to cope with water shortages or well field failures, and conservation measures to reduce overall stresses on the aquifer.
33. For uses with an annual allocation greater than 10 MGD and a permit duration of 20 years, every five years from the date of permit issuance, the permittee shall submit a water use compliance report for review and approval by District Staff, which addresses the following:

1. The results of a water conservation audit that documents the efficiency of water use on the project site using data produced from an onsite evaluation conducted. In the event that the audit indicates additional water conservation is appropriate or the per capita use rate authorized in the permit is exceeded, the permittee shall propose and implement specific actions to reduce the water use to acceptable levels within timeframes proposed by the permittee and approved by the District.
2. A comparison of the permitted allocation and the allocation that would apply to the project based on current District allocation rules and updated population and per capita use rates. In the event the permit allocation is greater than the allocation provided for under District rule, the permittee shall apply for a letter modification to reduce the allocation consistent with District rules and the updated population and per capita use rates to the extent they are considered by the District to be indicative of long term trends in the population and per capita use rates over the permit duration. In the event that the permit allocation is less than allowable under District rule, the permittee shall apply for a modification of the permit to increase the allocation if the permittee intends to utilize an additional allocation, or modify its operation to comply with the existing conditions of the permit.
34. If at any time there is an indication that the well casing, valves, or controls leak or have become inoperative, repairs or replacement shall be made to restore the system to an operating condition. Failure to make such repairs shall be cause for filling and abandoning the well, in accordance with procedures outlined in Chapters 40E-3 and 40E-30, Florida Administrative Code.
35. It has been determined that this project relies, in part, on the waters from the Central and Southern Florida Project, and as such is considered to be an indirect withdrawal from an MFL water body under recovery (Everglades). The 2005-2006 Lower East Coast Water Supply Plan Update (February, 2007), which is the recovery plan for the Everglades, incorporates a series of water resource development projects and operational changes that are to be completed over the duration of the permit and beyond. If the recovery plan is modified and it is determined that this project is inconsistent with the approved recovery plan, the permittee shall be required to modify the permit consistent with the provisions of Chapter 373, Florida Statutes.

Exhibit III

September 3, 2010 Wastewater Memo

Mehdi Benkhatar

To: Jay Gewin
Subject: RE: Wastewater Capacity for the City of Key West

From: Jay Gewin [mailto:jgewin@keywestcity.com]
Sent: Friday, September 03, 2010 8:27 AM
To: Mehdi Benkhatar
Cc: Owen Trepanier
Subject: RE: Wastewater Capacity for the City of Key West

The City of Key West transports its wastewater to its state of the art wastewater treatment facility located on Fleming Key. The facility is permitted to treat 10 million gallons per day (mgd), and currently the average daily influent flow is 4.8 mgd. This average daily flow can go much higher during heavy rain and flood events, up to the capacity of the plant a few times during the year.

The Wastewater Treatment Plant is of course, the final destination for wastewater after it passes through the City's collection system. The capacity of the collection system varies at different locations on the island, as the wastewater passes through a series of lift stations on its way to the Treatment Plant.

*Jay Gewin
Utilities Manager
City of Key West
305-809-3902*

From: Mehdi Benkhatar [mailto:mehdi@owentrepanier.com]
Sent: Thursday, September 02, 2010 4:17 PM
To: Jay Gewin
Cc: Owen Trepanier
Subject: Wastewater Capacity for the City of Key West

Good afternoon Jay,

The City is asking Trepanier & Associates for information regarding the Key West's wastewater capacity. Would you be able to provide me a short memo similar to the one below explaining the current wastewater capacity situation?

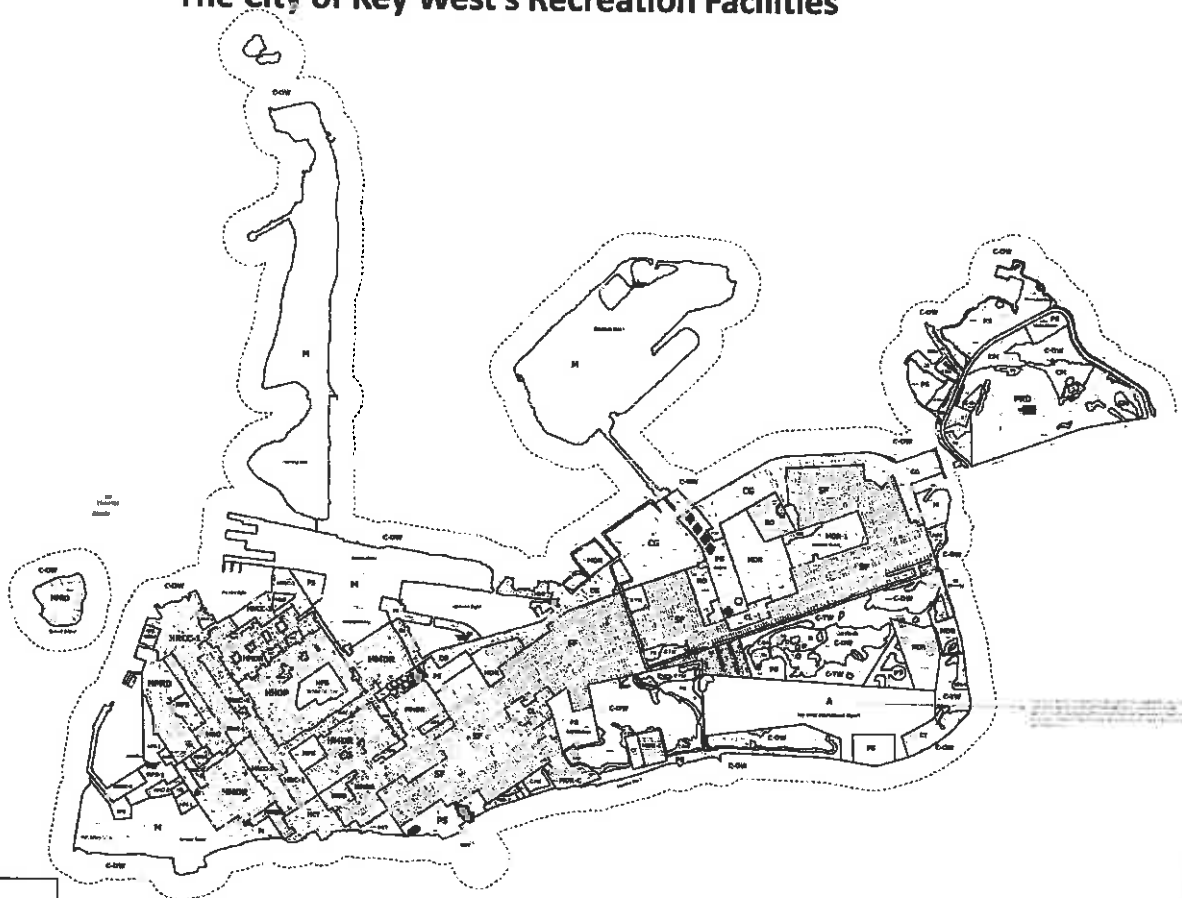
Thanks very much,

***Mehdi Benkhatar
Planner/Development Specialist
Trepanier & Associates, Inc.
305-293-8983***

Exhibit IV

Map of the City of Key West's Existing Recreation Services

The City of Key West's Recreation Facilities



- LEGEND**
- Tennis Courts
 - Baseball/Softball Courts
 - Baseball Courts
 - ◆ Softball/Baseball Diamonds
 - ⊕ Swimming Pool
 - ⊞ Golf Courses
 - ⊞ Boat Ramps
 - Picnic/Other Fields
 - BOON LOTS

0 1,000 2,000 3,000 4,000 5,000 FEET
 ORIGINAL SCALE IS 1 INCH = 800 FEET



Exhibit V

January 25, 2010 Solid Waste Memo

Mehdi Benkhatar

Subject: FW: Solid Waste Capacity for the City of Key West

From: Jay Gewin [mailto:jgewin@keywestcity.com]
Sent: Monday, January 25, 2010 4:53 PM
To: Mehdi Benkhatar
Cc: Owen Trepanier
Subject: RE: Solid Waste Capacity for the City of Key West

The City of Key West ships its solid waste to one of two waste-to-energy facilities on the mainland, that are shared by other municipalities. Those facilities are capable of receiving 2,500 tons per day, and currently they are only receiving about 70% of that capacity. Our contractor, Waste Management, has informed us that we are in no danger of surpassing our capacity.

Primarily due to ROGO limitations, lack of buildable space, and economic factors; the population of Key West has stayed flat in recent years compared to the rest of Florida. Therefore we have not had to plan for continued growth in solid waste as other high-growth areas of Florida had in better economic times. We currently are generating approximately 45,000 tons of solid waste per year. In better economic times, that figure was closer to 50,000 or slightly higher. In the future, the City plans on increasing its rate of recycling which should lessen the amount of solid waste generated. Our recyclables are shipped to a single-stream recycle facility also located on the mainland.

*Jay Gewin
Utilities Manager
City of Key West
305-809-3902*

Property Appraiser Information

Karl D. Borglum Property Appraiser Monroe County, Florida

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

The offices of the Property Appraiser will be closed Monday, Oct. 8th in observance of Columbus Day.

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

Property Record Card - Map portion under construction.

Alternate Key: **8890613** Parcel ID: **00002280-000100**

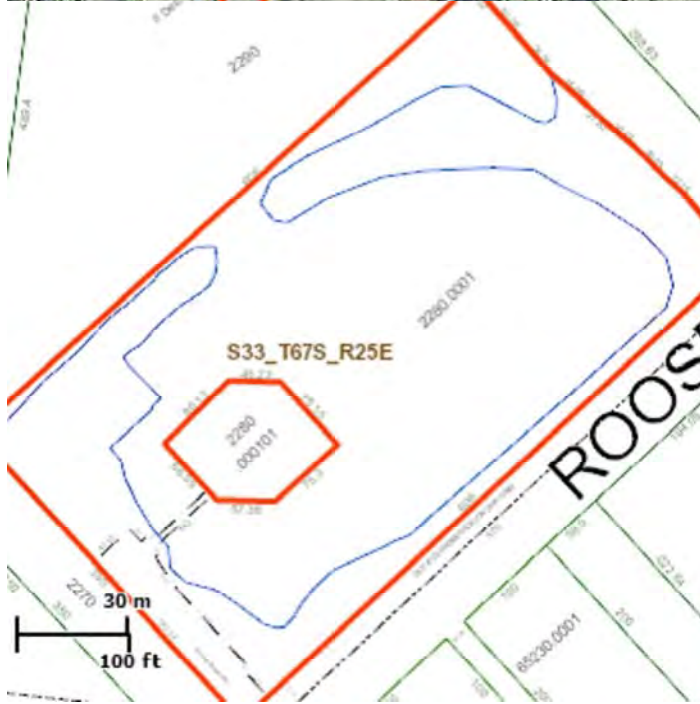
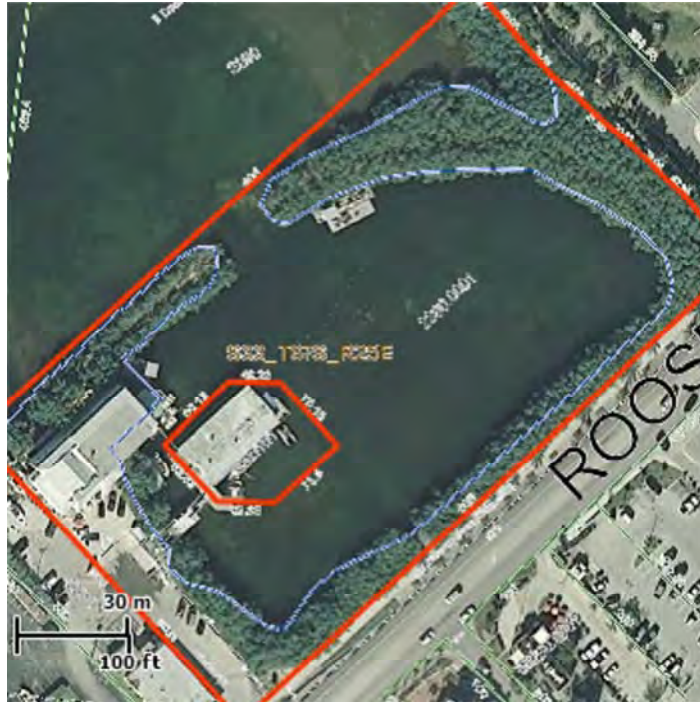
Ownership Details

Mailing Address:
WALKER RICHARD C
2407 N ROOSEVELT BLVD
KEY WEST, FL 33040-3837

Property Details

PC Code: 12 - STORE/OFF/RES OR COMBINATION
Millage Group: 10KW
Affordable Housing: No
Section-Township-Range: 33-67-25
Property Location: 2407 N ROOSEVELT BLVD KEY WEST
Legal Description: KW PARCEL OF LAND AND BAY BOTTOM LYING NLY OF N ROOSEVELT BLVD (4.62 AC) G-44/161-162 OR1366-2453/54 OR1440-476/77 OR1440-478/79T/C OR1566-801/82C OR1566-807/09C OR1676-806/07 OR2302-207E OR2471-1632/60F/J

Parcel Map (Click to open dynamic parcel map)



Exemptions

Exemption	Amount
39 - 25000 HOMESTEAD	25,000.00
44 - ADDL HOMESTEAD	25,000.00

Land Details

Land Use Code	Frontage	Depth	Land Area
10HW - COMM/HWY/WATER	0	0	27,007.00 SF
000X - ENVIRONMENTALLY SENS	0	0	4.00 AC

Building Summary

Number of Buildings: 1
Number of Commercial Buildings: 1
Total Living Area: 8772
Year Built: 1987

Building 1 Details

Building Type
Effective Age 16
Year Built 1987
Functional Obs 0

Condition A
Perimeter 656
Special Arch 0
Economic Obs 0

Quality Grade 450
Depreciation % 20
Grnd Floor Area 8,772

Inclusions:

Roof Type
Heat 1
Heat Src 1

Roof Cover
Heat 2
Heat Src 2

Foundation
Bedrooms 0

Extra Features:

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

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	EFD		1	1988				5,192
2	FLA		1	1988				5,174
3	OPU		1	1988				135
4	FLF		1	2004				51
5	OPU		1	1988				30
6	OPF		1	1988				336
7	FLG		1	2004				539
8	OUF		1	1988				312
9	FLA		1	1988				1,736
10	FLA		1	1988				1,272
11	OPU		1	2004				230
12	OUF		1	1988				270

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
		APTS-B	100	N	Y
		APTS-B	100	N	Y
	16612	PROFESS BLDG-A	100	N	Y
	16619	PROFESS BLDG-A	100	N	Y
	16620	APTS-B	100	N	Y

Exterior Wall:

Interior Finish Nbr	Type	Area %
5725	AB AVE WOOD SIDING	100

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	CL2:CH LINK FENCE	150 SF	25	6	1987	1988	3	30
2	PT3:PATIO	240 SF	0	0	1980	1981	4	50
3	WD2:WOOD DECK	625 SF	25	25	1980	1981	2	40
4	DK4:WOOD DOCKS	7,925 SF	0	0	1980	1981	3	40
5	TK2:TIKI	171 SF	19	9	1987	1988	5	40
6	PT3:PATIO	2,200 SF	0	0	1995	1996	2	50
7	AP2:ASPHALT PAVING	16,000 SF	0	0	1996	1996	2	25

Appraiser Notes

TPP 9025094 - ATLANTIC METALS (DUANE N KAHN)

2002-12-04 - THE MAIN BLDG IS ON THE WATER SO THE LAND LINE WAS CHANGED TO 10HW FOR THAT AREA. AND PC WAS CHANGED TO 12 DUE TO APARTMENT IN TOP.

2005-06-29 BEING OFFERED FOR \$5,950,000. 10,000SF INCLUDING DOCTORS OFFICES & 3 ROGO UNITS ON SECOND FLOOR.

Building Permits

Bldg Number	Date Issued	Date Completed	Amount	Description	Notes
08-3767	10/13/2008	06/28/2011	1,500	Commercial	EXISTING POST, TWO ALUMINUM SIGNS, DOUBLE FACED, 23.32 SF "SOUTEHRNMOST FOOT & ANKLE SPECIALISTS"
08-1201	09/14/2008	09/14/2008	3,500	Commercial	RED TAG: REPLACE DECK BOARDS ON EXISITING DECK (20X25) ENCLOSE 6X8 AREA OVER DECK TO CREATE SHED STORAGE AREA
B952690	08/01/1995	09/01/1996	20,000	Commercial	DEMOLITION INTERIOR 6844SF
2 B953091	09/01/1995	09/01/1996	200,000	Commercial	RENOVATION
96-3055	07/01/1996	09/01/1996	16,000	Commercial	MECHANICAL
96-4193	10/01/1996	12/01/1996	2,095	Commercial	ALARMS SYSTEM
5 02-2699	10/29/2002	12/31/2004	2,456	Commercial	ROOFING
03-0395	04/17/2003	12/31/2004	84,100	Commercial	ADDITION-ELEVATOR
03-1205	06/16/2003	12/31/2004	73,800	Commercial	INTERIOR RENOVATIONS
03-1627	06/16/2003	12/31/2004	100,000	Commercial	ATF 2 ROGO UNITS
03-1709	06/03/2003	12/31/2004	2,100	Commercial	UPGRADE KITCHEN
03-1883	05/27/2003	12/31/2004	2,000	Commercial	TILE 2ND FLOOR
03-2823	08/26/2003	12/31/2004	6,950	Commercial	ROOF FOR ADDITION
03-3535	10/07/2003	12/31/2004	200,000	Commercial	RENOVATE ENTIRE BLDG
03-3332	10/07/2003	12/31/2004	1,000	Commercial	REMOVE STRUCTURE AT DOCK & COLLAPSING DECKING ONLY

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
2012	1,306,000	93,004	2,129,335	3,528,339	3,043,516	25,000	3,018,517
2011	1,568,405	94,713	2,129,335	3,792,453	2,929,897	25,000	3,201,363
2010	1,607,616	96,497	1,379,364	3,083,477	2,695,514	25,000	2,670,515
2009	1,666,431	98,307	1,338,806	3,103,544	2,699,487	25,000	2,674,488
2008	1,666,431	100,091	1,823,373	3,589,895	3,058,985	25,000	3,033,985
2007	1,212,453	101,878	2,066,436	3,380,767	2,892,509	25,000	2,867,509
2006	1,118,670	89,398	891,638	2,099,706	2,093,856	25,000	2,068,856
2005	1,157,245	91,216	810,616	2,059,077	2,049,087	25,000	2,024,087
2004	882,114	96,821	946,052	1,924,987	1,924,987	25,000	1,899,987
2003	947,674	101,179	439,667	1,488,520	1,488,520	0	1,488,520
2002	813,214	81,181	523,243	1,417,638	1,417,638	0	1,417,638
2001	932,911	84,262	327,281	1,344,454	1,344,454	0	1,344,454

2000	932,911	53,076	284,592	1,270,579	1,270,579	0	1,270,579
1999	932,911	54,996	284,592	1,272,499	1,272,499	0	1,272,499
1998	621,977	57,761	284,592	964,330	964,330	0	964,330
1997	621,977	59,681	284,592	966,250	966,250	0	966,250
1996	132,310	55,794	258,720	446,824	446,824	0	446,824

Parcel Sales History

NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
8/31/1999	1676 / 0806	100,000	<u>QC</u>	<u>H</u>
8/1/1995	1366 / 2453	450,000	<u>WD</u>	<u>G</u>

This page has been visited 59,861 times.

Monroe County Property Appraiser
 Karl D. Borglum
 P.O. Box 1176
 Key West, FL 33041-1176

Public Notices
(radius map & mailing list)

Public Meeting Notice

The Key West Planning Board will hold a public hearing **at 6:00 p.m., July 17, 2014 at Old City Hall, 510 Greene Street**, Key West, Florida, (Behind Sloppy Joe's Bar). The purpose of the hearing will be to consider a request for:

Major Development Plan & Conditional Use - 2407 North Roosevelt Boulevard (RE# 00002280-000100, AK#8890613) – A request for Major Development Plan and Conditional Use Application and Landscape and Buffer-Yard Waiver approval to construct dockage with 79 berths in the C-OW zoning district per Section 108-91 B. 2(c) of the Land Development Regulations of the Code of Ordinances of the City of Key West.

If you wish to see the application or have any questions, you may visit the Planning Department during regular office hours at 3140 Flagler Avenue call 809-3720 or visit our website at www.keywestcity.com.

YOU ARE A PROPERTY OWNER WITHIN 300 FEET OF THE SUBJECT PROPERTY

The City of Key West Planning Board will hold a Public Hearing to consider the following request:

Major Development Plan & Conditional Use - Application and Landscape and Buffer-Yard Waiver approval to construct dockage with 79 berths in the C-OW zoning district per Section 108-91 B. 2(c) of the Land Development Regulations of the Code of Ordinances of the City of Key West.

Applicant: Richard C. Walker

Owner: Richard C. Walker

Project Locations: 2407 North Roosevelt Boulevard (RE# 00002280-000100, AK#8890613)

Date of Hearing: Thursday July 17, 2014

Time of Hearing: 6:00 PM

Location of Hearing: Old City Hall, 510 Greene Street, City Commission Chambers

Interested parties may appear at the public hearing and be heard with respect to the application. Packets can be viewed online, the Friday before the meeting at www.keywestcity.com. Click on City Board & Committee Agendas. A copy of the corresponding application is available from the City of Key West Planning Department located at 3140 Flagler Avenue, Key West, Florida, Monday through Friday between the hours of 8:00 am and 5:00 pm.

Please provide written comments to: City of Key West Planning Department

E-mail: cesmith@keywestcity.com; Phone: 305-809-3722; Fax 305-809-3978; Mail: PO Box 1409, Key West FL 33041-1409

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Planning Commission or the City Commission with respect to any matter considered at such hearing or meeting, one will need a record of the proceedings and for such purpose that person may need to ensure that a verbatim record of the proceedings is made; such record includes the testimony and evidence upon which the appeal is to be based.

ADA Assistance: It is the policy of the City of Key West to comply with all requirements of the Americans with Disabilities Act (ADA). Please call the TTY number at 305-809-1000 or the ADA Coordinator at 305-809-3731 at least five business days in advance for sign language interpreters, assistive listening devices, or materials in accessible format.

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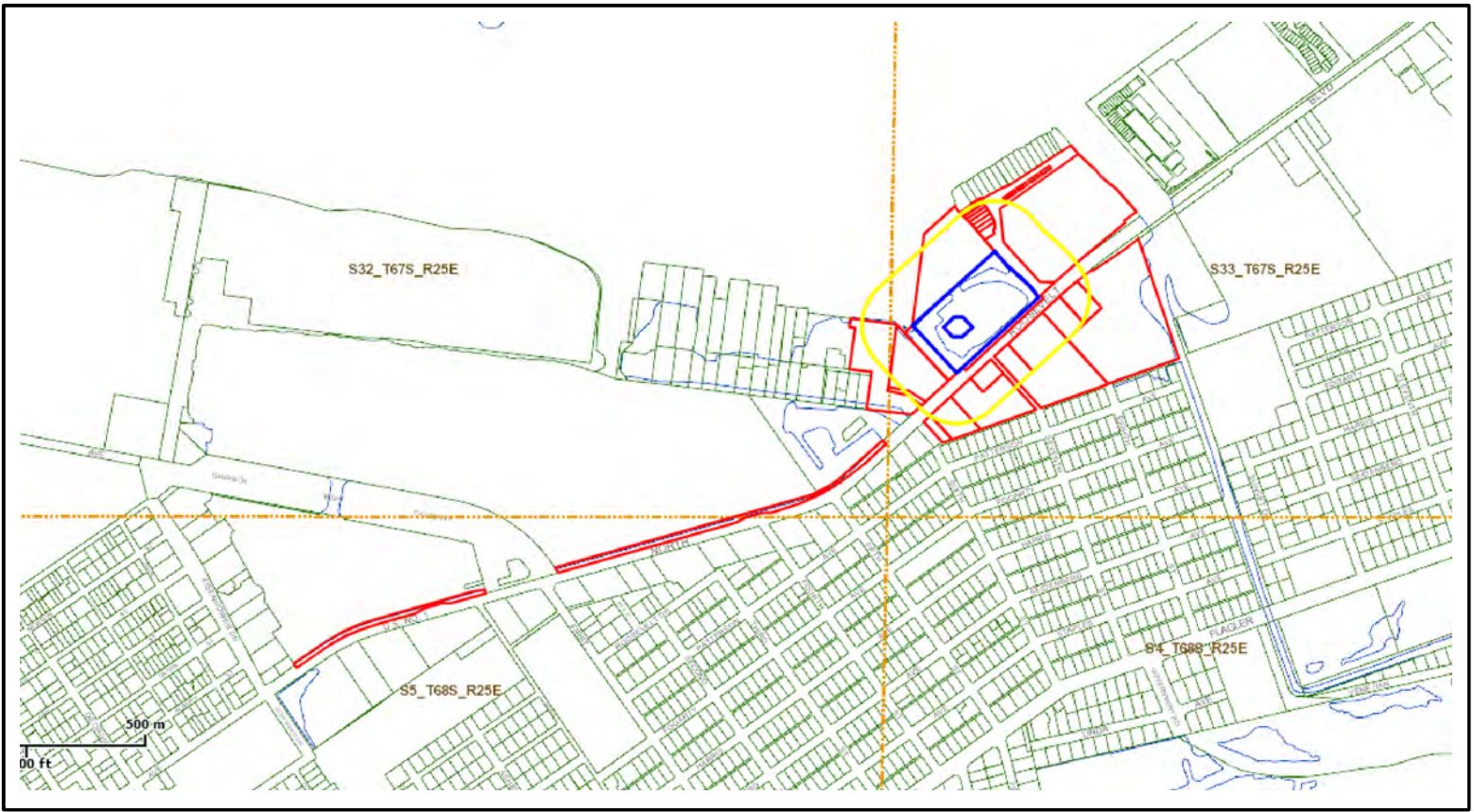
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Monroe County, Florida

2407 N Roosevelt

Printed: Jun 13, 2014

DISCLAIMER: The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.



Owner Name	Address1	Address2	City	State	Zip
2500 N ROOSEVELT LLC		2500 N ROOSEVELT BLVD	KEY WEST	FL	33040-3927
BANANA LLC		1000 MARKET ST UNIT 300	PORTSMO	NH	03801-3399
CITY OF KEY WEST FL FOR: BEHIND OLD FLIPPER SEA SC		PO BOX 1409	KEY WEST	FL	33041-1409
COBB ROBERT A		832 CAROLINE ST	KEY WEST	FL	33040
CONCH PLAZA LLC		513 FLEMING ST STE 1	KEY WEST	FL	33040-6861
DEUTSCHE BANK NATIONAL TRUST COMPANY		3415 VISION DR	COLUMBU	OH	43219-6009
GROSSMAN FAMILY LIMITED LIABILITY LP		PO BOX 6104	KEY WEST	FL	33041-6104
HOUSING AUTHORITY OF THE CITY OF KEY WEST FLORIDA		1400 KENNEDY DR	KEY WEST	FL	33040-4079
HULRGREN BRUCE W		7367 LILAC LN	VICTORIA	MN	55386
KEY WEST LIONS CLUB		2405 N ROOSEVELT BLVD	KEY WEST	FL	33040-3837
KW26 LLC		1000 MARKET ST UNIT 1	PORTSMO	NH	03801-3358
LEEN KEVIN J AND MARY D		PO BOX 1032	KEY WEST	FL	33041
LEVINE LIVING TRUST	C/O LEVINE STEVEN B CO-TRUSTE	117 SAND HILLS RD	MONMOU	NJ	08852-3109
MILE 2 KEY WEST LLC		PO BOX 1944	KEY WEST	FL	33041-1944
MMP AND LPO LIMITED PARTNERSHIP THE	C/O OUTLAW LISA P GENERAL PAF	PO BOX 1376	ALPINE	TX	79831-1376
OHARA TERRY M AND DONNA F REV JOINT TR 12/21/12		2607 GULFVIEW DR	KEY WEST	FL	33040-3983
PAPY LIMITED PARTNERSHIP THE		PO BOX 249	BALSAM	NC	28707-0249
RATCLIFFE THOMAS A AND CAROL A		2609 GULFVIEW DR	KEY WEST	FL	33040
RLJ II-F KEY WEST LLC		3 BETHESDA METRO CTR STE 1000	BETHESDA	MD	20814-6347
ROOSEVELT ANNEX HOMEOWNERS' ASSOCIATION INC	C/O KEYS ENTERPRISE	5505 N ATLANTIC AVE STE 207	COCOA BE	FL	32931-5116
SILVER EAGLE DISTRIBUTORS LTD		4417 GRANADA BLVD	CORAL GA	FL	33146-1243
STATE OF FLA DEPT OF TRANSPORTATION		1000 NW 111TH AVE	MIAMI	FL	33172-5802
WALKER RICHARD C		2407 N ROOSEVELT BLVD	KEY WEST	FL	33040-3837
ZUIDERVEEN JOHN R AND KATHLEEN		9420 HIGH POINT DR SE	BYRON CE	MI	49315-8790