

WILLIAM R. GROSSCUP,

Plaintiffs,

v.

IN THE CIRCUIT COURT OF THE 16<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
MONROE COUNTY, FLORIDA

CASE NO. 2007-CA-680-K

FLORIDA DEPARTMENT OF  
COMMUNITY AFFAIRS, FLORIDA  
DEPARTMENT OF ENVIRONMENTAL  
PROTECTION and CITY OF  
KEY WEST,

Defendants.

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**SETTLEMENT AGREEMENT AND STIPULATION FOR  
ENTRY OF AGREED ORDER APPROVING SETTLEMENT AGREEMENT**

Plaintiff, WILLIAM R. GROSSCUP ("GROSSCUP"), and Defendants, FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS ("DCA"), FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("DEP") and CITY OF KEY WEST ("KEY WEST"), by and through their undersigned representatives, hereby submit their Settlement Agreement and Stipulation for Entry of Agreed Order Approving Settlement Agreement, and state:

**RECITALS**

Whereas, on or about May 22, 2007, GROSSCUP brought this action against DCA and DEP for declaratory judgment and damages pursuant to Section 70.001, *Florida Statutes*.

Whereas, on or about May 28, 2009, GROSSCUP brought a related action against KEY WEST for declaratory judgment and damages pursuant to Section 70.001, *Florida Statutes*. On September 17, 2009, Plaintiff's cases against DCA, DEP, and KEY WEST were consolidated.

Whereas, the parties now desire to amicably resolve their litigation.

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

1. All of the above-contained recitals are true and correct and are incorporated herein by reference.

2. The parties have agreed to settle, fully and finally, all differences and disputes arising out of the consolidated cases styled, *Grosscup v. Florida Department of Community Affairs and Florida Department of Environmental Protection*, Case No. 2007-CA-680-K and *Grosscup v. City of Key West*, Case No. 2009-CA-925-K. Therefore, the parties hereby stipulate that all matters raised by the pleadings, or which could have been raised, between the parties in the consolidated cases have been amicably settled.

3. In full and final settlement of the consolidated cases, the parties agree as follows:

(a) The DCA, DEP and KEY WEST agree that GROSSCUP shall be entitled to construct on his property a pile supported concrete deck structure (total footprint not to exceed 1250') with non-habitable storage enclosure on deck (not to exceed 650'); and permanently moor his floating home (habitable) to the pile supported deck structure in accordance with the engineering plans/drawings attached as **Composite Exhibit "A"** (hereafter the "Project").

(b) DCA shall withdraw its objection to the Environmental Resource Permit and DEP shall cause within thirty days of the Court's approval of this Settlement

Agreement, the issuance of permits from DEP authorizing GROSSCUP to construct the Project.

(c) Key West shall cause within fifteen days of issuance of permits from both DEP and Army Corps of Engineers for the Project, the issuance of permits from KEY WEST authorizing GROSSCUP to construct the Project.

(d) DCA shall withdraw its objection to the Environmental Resource Permit and DEP and KEY WEST shall cause the issuance of any additional approvals, waivers, variances, special exceptions, permits and/or extensions that may be required to complete the Project and that are within their control to grant. The DCA will write a letter indicating that no appeal will be taken during the 45 day period identified in Rule 9J-1, F.A.C.

(e) GROSSCUP acknowledges that he may not begin construction of the Project until he obtains a permit from the United States Army Corps of Engineers ("USACE"). DCA, DEP and KEY WEST agree they will cooperate with GROSSCUP and will not interfere with his efforts to obtain a permit from USACE.

(f) Prior to the final inspection of the Project and issuance of certificate of occupancy, GROSSCUP expressly agrees herein to execute a restrictive covenant in perpetuity in favor of KEY WEST in a form acceptable to the City Attorney, preventing use of the storage space as habitable space as that term is defined in the residential section of the Florida Building Code. Specifically, GROSSCUP shall be prohibited from utilizing the storage area for living, sleeping, eating or cooking.

(g) To the extent GROSSCUP may be required by other agencies to obtain consents, approvals, waivers, variances, special exceptions, permits and/or

extensions to complete the Project, DCA, DEP and KEY WEST agree they will cooperate with GROSSCUP and will not interfere with his efforts to obtain them.

4. Upon the Court's approval of this Settlement Agreement and GROSSCUP's receipt of permits for the Project from DEP and KEY WEST, the parties agree to exchange the General Releases attached as **Composite Exhibit "B."** Further, upon the Court's approval of this Settlement Agreement, GROSSCUP expressly agrees herein to dismiss with prejudice its claims against DCA, DEP and KEY WEST in the matter styled, *Grosscup v. Colonel Alfred Pantano, Jr., District Commander for the Army Corps of Engineers, Jacksonville District, United States Army Corps of Engineers, Florida Department of Community Affairs, Florida Department of Environmental Protection, City of Key West and United States*, Case No. 10-10015-CIV-MARTINEZ/ BROWN in the United States District Court for the Southern District of Florida, with each party to bear their own costs, expenses and attorney's fees.

5. The parties herein expressly agree that this Settlement Agreement is contingent upon Court approval. In the event the Settlement Agreement is not approved by the Court for any reason whatsoever, this Settlement Agreement and the provisions herein shall be void and of no further force and effect.

6. The parties hereby submit themselves to the jurisdiction of the Sixteenth Judicial Circuit Court in and for Monroe County, Florida for all purposes relating to this Agreement, including, but not limited to, its enforcement.

7. This Agreement is binding upon the parties and their respective successors, heirs and assigns and relates solely to the approved engineering plans/ drawings attached as **Composite Exhibit "A."** Plaintiff will cure any material

deviations from the approved plans within 30 days notice from KEY WEST or DCA or DEP. The Court shall retain jurisdiction over this matter for the purpose of enforcing the terms of this Agreement. Each party shall bear its own attorney's fees and costs.

8. The parties agree that in the event any case or controversy arises in connection with this Agreement or the settlement of this Action, they consent to venue and jurisdiction in the Sixteenth Judicial Circuit Court in and for Monroe County, Florida.

9. The parties stipulate that the Court may enter the proposed Agreed Order Approving Settlement Agreement, which is attached as **Exhibit "C."**

**IN WITNESS WHEREOF**, the parties hereto have caused this Settlement Agreement and Stipulation for Entry of Agreed Order Approving Settlement to be executed on this \_\_\_ day of \_\_\_\_\_, 2010.

By: \_\_\_\_\_  
WILLIAM R. GROSSCUP

STATE OF FLORIDA     )  
  )SS  
COUNTY OF MONROE    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by WILLIAM R. GROSSCUP, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Commission No.

\_\_\_\_\_  
[Name of Notary typed,  
Printed or stamped]

My Commission  
Expires:

SEAL

FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS

By \_\_\_\_\_  
\_\_\_\_\_ its \_\_\_\_\_

STATE OF FLORIDA     )  
  )SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Commission No.

\_\_\_\_\_  
[Name of Notary typed,  
Printed or stamped]

My Commission  
Expires:

SEAL

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By \_\_\_\_\_  
\_\_\_\_\_ its \_\_\_\_\_

STATE OF FLORIDA        )  
                                      )SS  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Commission No.

\_\_\_\_\_  
[Name of Notary typed,  
Printed or stamped]

My Commission  
Expires:

SEAL

CITY OF KEY WEST

By \_\_\_\_\_  
\_\_\_\_\_ its \_\_\_\_\_

STATE OF FLORIDA        )  
                                  )SS  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Commission No.

\_\_\_\_\_  
[Name of Notary typed,  
Printed or stamped]

My Commission  
Expires:

SEAL



# COMPOSITE EXHIBIT A

PROJECT NAME:  
 PROJECT ADDRESS:  
 CAPT. BILL GROSSCUP  
 13 HILTON HAVEN ROAD,  
 KEY WEST, FLORIDA 33040



G.M. SELBY, Inc.

3000 N. WASHINGTON DR. SUITE 100  
 TAMPA, FLORIDA 33604  
 TEL: (813) 973-8111 FAX: (813) 973-8111

THIS DRAWING IS CONSIDERED AS THE ONLY PROPERTY OF G.M. SELBY, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF G.M. SELBY, INC.

DATE: 08/08/2010  
 TIME: 10:00:00  
 USER: G.M. SELBY, INC.  
 PROJECT: HILTON HAVEN HOUSING  
 DRAWING: T-1

DESIGNED BY: G.M. SELBY, INC.  
 CHECKED BY: G.M. SELBY, INC.  
 APPROVED BY: G.M. SELBY, INC.

SCALE: AS SHOWN  
 SHEET NO.: T-1  
 SHEET TOTAL: 1

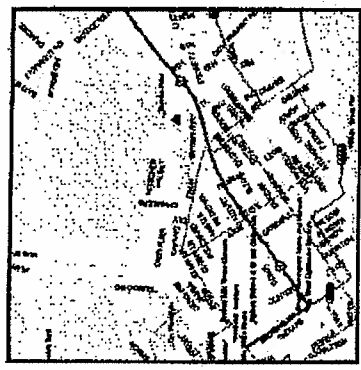
DATE: 08/08/2010  
 TIME: 10:00:00  
 USER: G.M. SELBY, INC.  
 PROJECT: HILTON HAVEN HOUSING  
 DRAWING: T-1

SHEET NO.	DESCRIPTION	REVISIONS
T-1	COVER SHEET	1
T-2	PROJECT CONDITIONS	1
T-3	PROPERTY LAYOUT	1
T-4	LOT LAYOUT PLAN	1
T-5	EXISTING FOOT PRINTS	1
T-6	GENERAL NOTES	1
T-7	FOUNDATION PLAN AND JACK BENCH	1
T-8	CONNECTION DETAILS	1
T-9	CONCRETE REINFORCING	1

HILTON HAVEN HOUSING

SHEET TITLE:  
 COVER SHEET

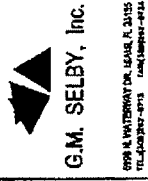
SHEET NO.:  
 T-1



LOCATION MAP

SHEET NO.	DESCRIPTION	REVISIONS
T-1	COVER SHEET	1
T-2	PROJECT CONDITIONS	1
T-3	PROPERTY LAYOUT	1
T-4	LOT LAYOUT PLAN	1
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T-7	FOUNDATION PLAN AND JACK BENCH	1
T-8	CONNECTION DETAILS	1
T-9	CONCRETE REINFORCING	1

SHEET INDEX



THE SERVICE IS PROVIDED BY G.M. SELBY, INC. AS THE SOLE AGENT FOR THE PROJECT. THE SERVICE IS PROVIDED FOR THE PROJECT BY G.M. SELBY, INC. AS THE SOLE AGENT FOR THE PROJECT. THE SERVICE IS PROVIDED FOR THE PROJECT BY G.M. SELBY, INC. AS THE SOLE AGENT FOR THE PROJECT.

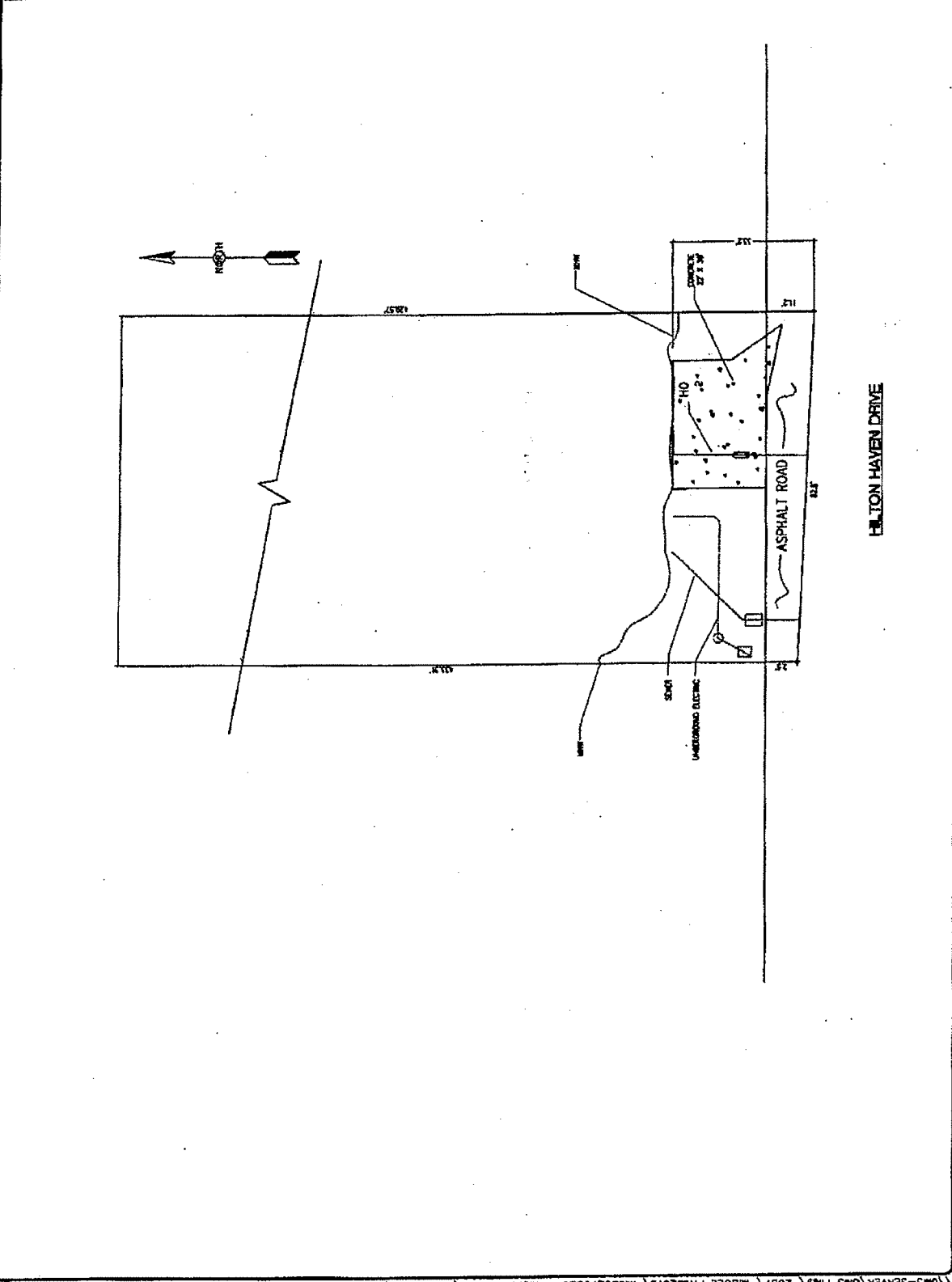
DATE: 09-23-09  
 DRAWN BY: J.C.  
 CHECKED BY: J.C.  
 PROJECT NO.: 09-08-2010


NO.	REVISIONS

**HILTON HAVEN HOUSING**

SHEET NO.:  
**PROPERTY DIMENSIONS**

SHEET NO.:  
**C-1**





**G.M. SELBY, INC.**  
6904 HASTINGS RD. SUITE 101, DALLAS, TX 75248  
TEL: 972-412-1111 FAX: 972-412-1112

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DATE: 08/27/09  
DRAWN BY: J. K. BROWN  
CHECKED BY: J. K. BROWN  
SCALE: AS SHOWN  
PROJECT NO.: 08-00-00-2010

REVISIONS

NO.	DATE	DESCRIPTION
1	08/27/09	ISSUED FOR PERMIT

**HILTON HAVEN HOUSING**

SHEET TITLE: LAYOUT SURVEY PLAN

SHEET NO: C-2

- FLOATING DECK SYSTEM NOTES:**
- THE CONTRACTOR SHALL FURNISH ALL TOOLS, EQUIPMENT, MATERIALS AND SUPPLIES AND SHALL PERFORM ALL LABOR, FABRICATION, ASSEMBLY AND INSTALLATION OF THE COMPLETE FLOAT SYSTEM.
  - THE CONTRACTOR SHALL EXAMINE THE JOB SITE BEFORE PREPARING SUBMITTANCE.
  - FLOAT RIBBLES SHALL BE STRUCTURALLY CONNECTED BY A ALUMINUM VALVE SYSTEM THAT WILL ALLOW REPLACEMENT WITHOUT AFFECTING THE INTEGRITY OF THE SYSTEM. THE VALVE SYSTEM SHALL BE THE SAME TYPE AND SIZE OF THE FLOAT RIBBLE WHICH IT WILL BE REPLACED.
  - VALVE SURFACE OF CONCRETE FLOORS SHALL BE LEVEL AND FLUSH WITH RESPECT TO THE ADJACENT FLOORS.
  - PILES DRIVEN BELOW ON ADJACENT CORSECTIONS ONLY TO ONE OF THE INTERNAL PILE GUIN OF THE GAVOR DECK. CONTRACTOR SHALL VERIFY THE SPACING FOR THE ANOTHER INTERNAL PILE GUIN.

- CONSTRUCTION METHODS**
- EXPOSE ALL REBAR IS UNARMED ON SITE.
  - USE TURNBUT BARRIERS FOR THE DURATION OF CONSTRUCTION.
  - EXPOSE PILES SHALL BE PROTECTED WITH PROTECTION AND INSULATION FROM DRAINED FRESH WATER.
  - MAINTAIN LOCAL DRAINAGE AND STORMAGE.

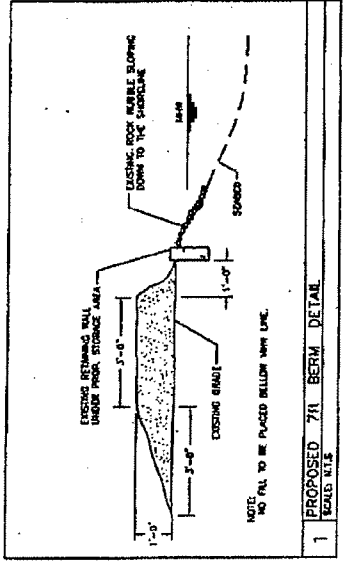
**SUBMITTANCE REQUIREMENTS - FLOORING WORK**

NO.	DESCRIPTION	REQUIREMENTS
1	FLOORING WORK	SEE SPEC
2	PROPOSED FLOOR HEIGHT	SEE SPEC
3	ROOF DRAIN COVERAGE	SEE SPEC
4	ROOF DRAIN COVERAGE	SEE SPEC

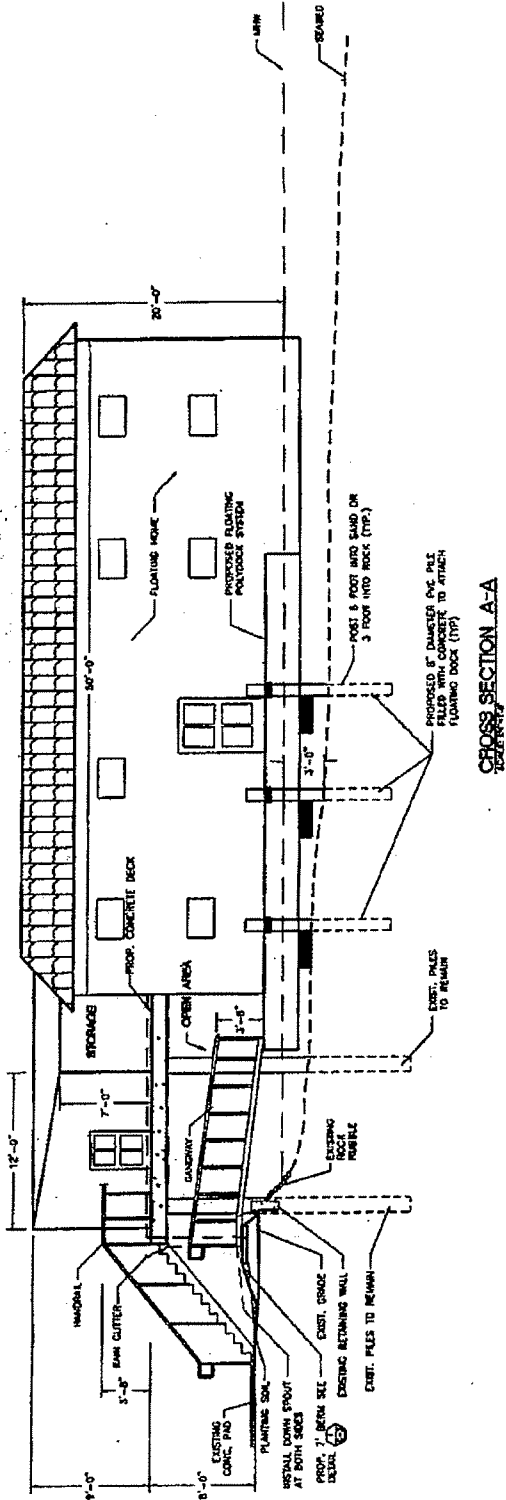
REQUIREMENTS	PROPOSED
PERVIOUS SURFACE RATIO	65%
PERVIOUS SURFACE AREA (SQ FT)	2668
MAX BUILDING COVERAGE	89%
BUILDING COVERAGE (SQ FT)	2499
MAX HEIGHT ABOVE ROAD (25' / 25' / 25')	18
ENTIRE COVERED AREA ABOVE THE WATER (SQ FT)	2426
POLYDECK AREA ABOVE WATER (SQ FT)	298
CONCRETE DECK AREA (SQ FT)	63
CONCRETE DECK AREA (SQ FT)	1241

**SLURRYWALLS**

NOTE: NO NET INCREASE IN IMPERVIOUS SURFACE AREA FROM EXISTING 2 STRUCTURES RESTRICTED BY THE PLANNING AGENCIES. ALL SALT TOLERANT NATIVE SPECIES TO BE DETERMINED BY LANDSCAPE COMPANY AND DRILLED.



- NOTES:**
- HAWKANA TO BE PLACED ALL AROUND CONCRETE DECK.
  - STORAGE ROOF SLOPE 2:12



**CROSS SECTION A-A**



G.M. SELBY, Inc.

300 N. WILSON AVENUE, SUITE 100  
 WILSONVILLE, OR 97158  
 Telephone: 503-261-1111

This drawing is prepared and  
 checked by the author and  
 approved by the author. It is  
 not to be used for any other  
 project without the written  
 approval of the author.  
 G.M. SELBY, Inc. is a registered  
 professional engineering firm  
 under license number 10000  
 with the State of Oregon.

DATE: 06-27-2007  
 PROJECT: HILTON HAVEN HOUSING  
 DRAWING NO.: 06-27-001  
 SHEET NO.: C-3

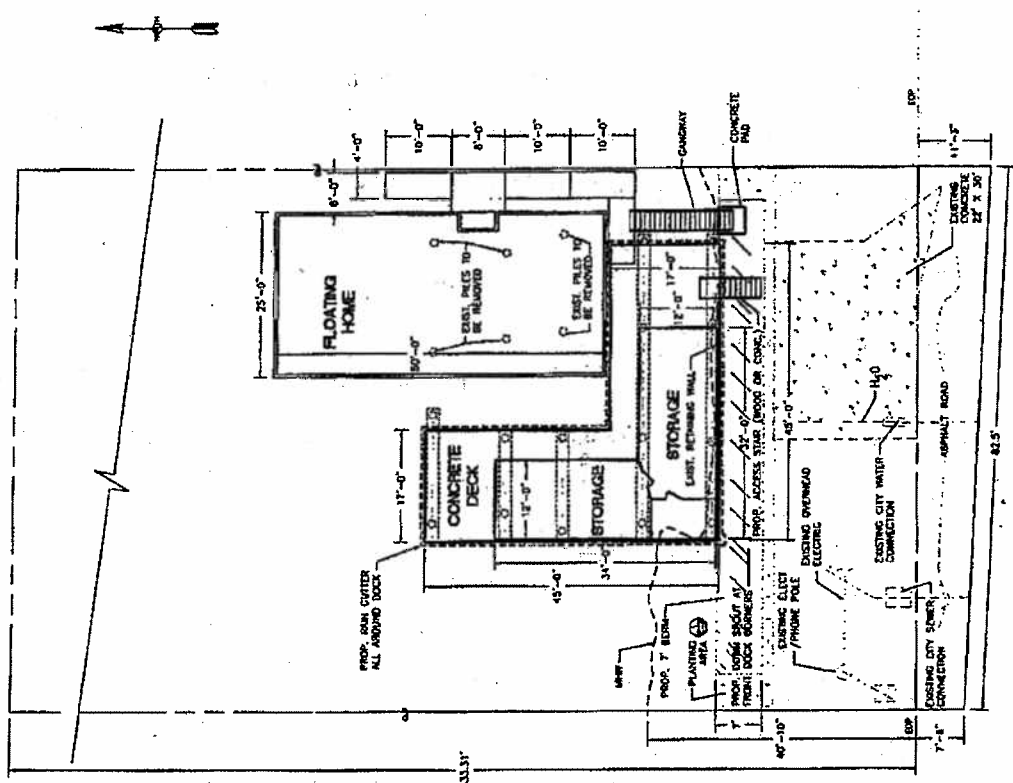
PROJECT NO.: 06-27-001  
 SHEET NO.: C-3

NO.	REVISION
1	ISSUED FOR PERMITS
2	ISSUED FOR CONSTRUCTION
3	ISSUED FOR CONSTRUCTION
4	ISSUED FOR CONSTRUCTION
5	ISSUED FOR CONSTRUCTION
6	ISSUED FOR CONSTRUCTION
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17	ISSUED FOR CONSTRUCTION
18	ISSUED FOR CONSTRUCTION
19	ISSUED FOR CONSTRUCTION
20	ISSUED FOR CONSTRUCTION

HILTON HAVEN  
 HOUSING

SHEET TITLE:  
 LAYOUT PLAN

SHEET NO.:  
 C-3



LAYOUT PLAN  
 SCALE: AS SHOWN



**G.M. SELBY, Inc.**  
 8921 HILTONWAY DRIVE, SUITE 301  
 HILTON, MAINE 04843-1979  
 TEL: (603) 885-1111 FAX: (603) 885-1112

This drawing is controlled and all changes shall be recorded and approved by the design engineer. No change shall be made without the written approval of the design engineer. This drawing is controlled and all changes shall be recorded and approved by the design engineer. No change shall be made without the written approval of the design engineer.

DATE: 03-23-09  
 DRAWN BY: J. G. SELBY  
 CHECKED BY: J. G. SELBY  
 APPROVED BY: J. G. SELBY

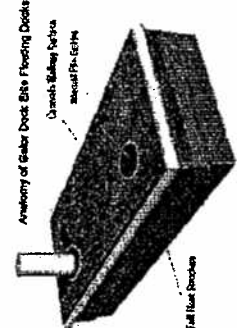
NO.	REVISIONS

**HILTON HAVEN HOUSING**

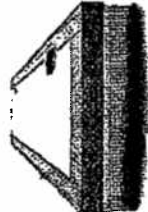
SHEET TITLE:  
**FLOATING DOCK DETAILS**

SHEET NO:  
**C-4**

**NOTICE:**  
 DRAWING TO BE USED IN CONSTRUCTION  
 SHALL BE APPROVED BY THE DESIGN ENGINEER.  
 ANY CHANGES TO THIS DRAWING SHALL BE MADE BY THE DESIGN ENGINEER.  
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 ALL RIGHTS ARE RESERVED.  
 NO PART OF THIS DRAWING SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF G.M. SELBY, INC.



NOTE: GATORDOCK ELITE OR SIMILAR AS APPROVED BY ENGINEER.



Dimensions	Width	Height	Depth
	4' 0"	12" 0"	12" 0"
Materials	Deck	Structure	Fasteners
	G10 FRP	Aluminum	Stainless Steel

**DK-2 Technical Specifications**

Item	Description	Material	Quantity	Notes
1	Deck	G10 FRP	10000	See drawing for details
2	Structure	Aluminum	5000	See drawing for details
3	Fasteners	Stainless Steel	10000	See drawing for details

**Options**

- Options 1 through 10 are listed with corresponding material and quantity changes.

**Technical Specifications**

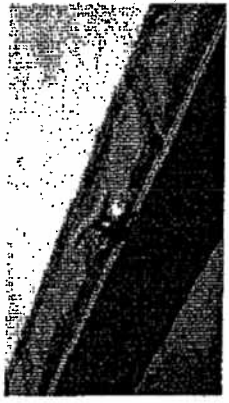
Deck Position Capacity (kN)	90
Deck Weight (kN)	36
Freeboard (ft)	17.5
Draft (ft)	6.5
Vertical Stacking Index (kN/m)	7.7

**Standard Section Dimensions (ft)**

W	4x11	4x12	4x14	4x16	4x18	4x21
H	6x10	6x12	6x14	6x16	6x18	6x21
W	8x10	8x12	8x14	8x16	8x18	8x21
W	10x10	10x12	10x14	10x16	10x18	10x21

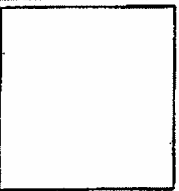
**Materials**

Standard Products	See drawing for details
Revisions	Checked Cell (Hyperlinkable)
Comments	3000 psi (hyperlinkable)



**FLOATING DOCKS SECTION AND DETAILS**

**FLOATING DOCKS SPECIFICATIONS**



G.M. SELBY, Inc.
700 N. LAKENAWAY DR. WALE, FL 32194
TELEPHONE 407 933-3333

Table with project details: PROJECT NO., DATE, DRAWING NO., etc.

Table with drawing sheets: SHEET NO., DATE, REVISIONS

HLTON HAVEN HOUSING

SHEET TITLE: GENERAL NOTES

SHEET NO. C-5

GENERAL NOTES
REQUIREMENTS FOR FLOORING DOORS

GENERAL:
The steel and concrete components of sliding doors and partitions shall be designed with minimum safety factors as prescribed by the American Institute of Steel Construction, Inc. (AISC) Specification for Structural Steel Buildings, Allowable Stress Design and Plastic Design, 3rd Edition, 1989, and the American Institute of Steel Construction, Inc. (AISC) Specification for Moment Resisting Joints in Buildings, Allowable Stress Design and Plastic Design, 3rd Edition, 1989.

- 1. Development length of steel, partitions and plates or endplates shall be as specified in the AISC Specification for Structural Steel Buildings, Allowable Stress Design and Plastic Design, 3rd Edition, 1989.
2. Connections with bolted and welded steel members shall be designed in accordance with the AISC Specification for Structural Steel Buildings, Allowable Stress Design and Plastic Design, 3rd Edition, 1989.

DESIGN REQUIREMENTS - STRUCTURES:
1. Floor slab structure shall be designed to support a minimum live load of 50 psf (4.8 kN/m2) per square foot of slab area, and a minimum dead load of 15 psf (1.5 kN/m2) per square foot of slab area.
2. Slab edge beams shall be designed to support a minimum live load of 50 psf (4.8 kN/m2) per square foot of slab area, and a minimum dead load of 15 psf (1.5 kN/m2) per square foot of slab area.

- 3. Connections with bolted and welded steel members shall be designed in accordance with the AISC Specification for Structural Steel Buildings, Allowable Stress Design and Plastic Design, 3rd Edition, 1989.
4. Connections with bolted and welded steel members shall be designed in accordance with the AISC Specification for Structural Steel Buildings, Allowable Stress Design and Plastic Design, 3rd Edition, 1989.

FABRICATION REQUIREMENTS - STRUCTURES:
1. Members shall be fabricated in accordance with the AISC Specification for Structural Steel Buildings, Allowable Stress Design and Plastic Design, 3rd Edition, 1989.
2. Members shall be fabricated in accordance with the AISC Specification for Structural Steel Buildings, Allowable Stress Design and Plastic Design, 3rd Edition, 1989.

- 5. Connections with bolted and welded steel members shall be designed in accordance with the AISC Specification for Structural Steel Buildings, Allowable Stress Design and Plastic Design, 3rd Edition, 1989.
6. Connections with bolted and welded steel members shall be designed in accordance with the AISC Specification for Structural Steel Buildings, Allowable Stress Design and Plastic Design, 3rd Edition, 1989.

CONSTRUCTION REQUIREMENTS - STRUCTURES:
1. Steel members shall be erected in accordance with the AISC Specification for Structural Steel Buildings, Allowable Stress Design and Plastic Design, 3rd Edition, 1989.
2. Steel members shall be erected in accordance with the AISC Specification for Structural Steel Buildings, Allowable Stress Design and Plastic Design, 3rd Edition, 1989.

- 7. Connections with bolted and welded steel members shall be designed in accordance with the AISC Specification for Structural Steel Buildings, Allowable Stress Design and Plastic Design, 3rd Edition, 1989.
8. Connections with bolted and welded steel members shall be designed in accordance with the AISC Specification for Structural Steel Buildings, Allowable Stress Design and Plastic Design, 3rd Edition, 1989.

GENERAL NOTES

CONSTRUCTION REQUIREMENTS - ACCESSORIES:
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- 9. Connections with bolted and welded steel members shall be designed in accordance with the AISC Specification for Structural Steel Buildings, Allowable Stress Design and Plastic Design, 3rd Edition, 1989.
10. Connections with bolted and welded steel members shall be designed in accordance with the AISC Specification for Structural Steel Buildings, Allowable Stress Design and Plastic Design, 3rd Edition, 1989.

**G.M. SELBY, Inc.**

600 S. WINTER ST., SUITE 10, DALLAS, TEXAS 75201  
 TEL: (214) 742-1111 FAX: (214) 742-1112

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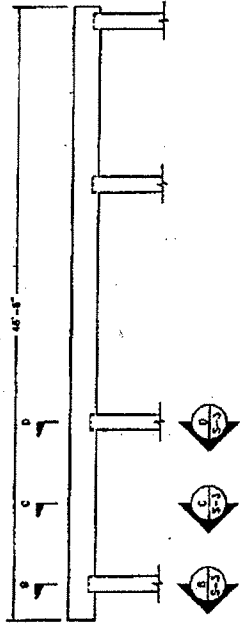
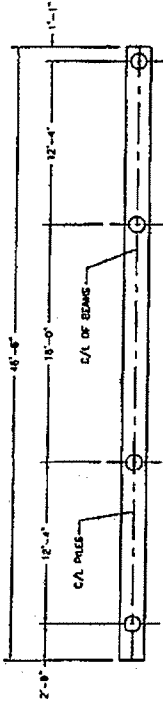
DATE: 08/27/2008  
 DRAWN BY: J. L. ...  
 CHECKED BY: ...  
 SCALE: AS SHOWN

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	08/27/08
2	ISSUED FOR PERMIT	08/27/08
3	ISSUED FOR PERMIT	08/27/08
4	ISSUED FOR PERMIT	08/27/08
5	ISSUED FOR PERMIT	08/27/08
6	ISSUED FOR PERMIT	08/27/08
7	ISSUED FOR PERMIT	08/27/08
8	ISSUED FOR PERMIT	08/27/08
9	ISSUED FOR PERMIT	08/27/08
10	ISSUED FOR PERMIT	08/27/08
11	ISSUED FOR PERMIT	08/27/08
12	ISSUED FOR PERMIT	08/27/08
13	ISSUED FOR PERMIT	08/27/08
14	ISSUED FOR PERMIT	08/27/08
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16	ISSUED FOR PERMIT	08/27/08
17	ISSUED FOR PERMIT	08/27/08
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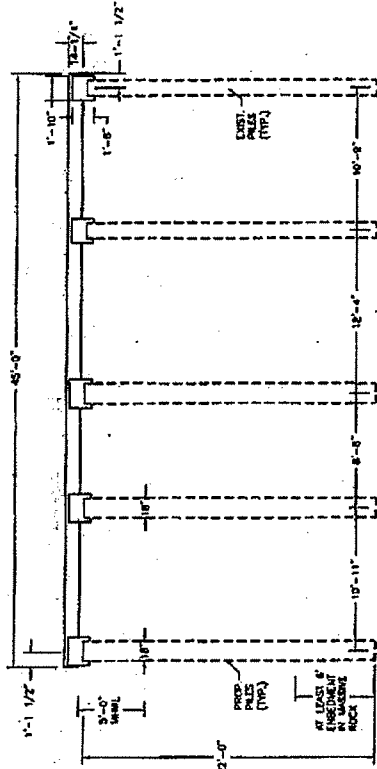
**HILTON HAVEN HOUSING**

SHEET TITLE:  
 FOUNDATION PLAN  
 AND  
 DECK BEAMS

SHEET NO:  
**S-1**

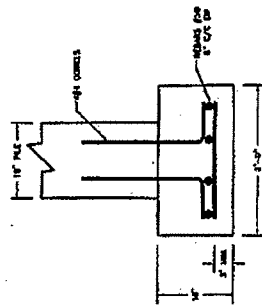


**NORTH ELEVATION**  
 SCALE: 3/4" = 1'-0"




**EAST ELEVATION**  
 SCALE: 1/2" = 1'-0"

NOTE: SEE SHEET S-2 FOR  
 A SPREAD FOOTER DETAIL  
 AND THE EXISTING CUT IN  
 ROCK.



**SPREAD FOOTER DETAIL**  
 N/A





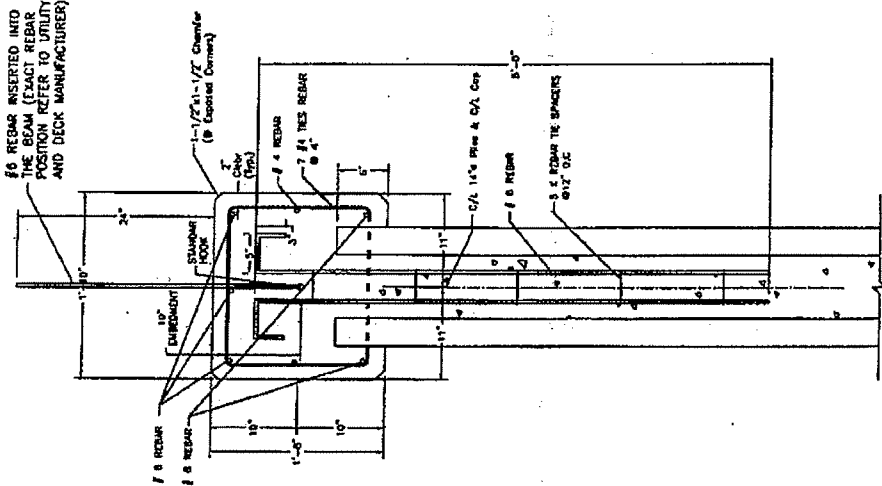
**G.M. SELBY, Inc.**  
 6829 N. WATERWAY DR. LAKELAND, FL 33105  
 TEL: 813-948-4100 FAX: 813-948-4104  
 WWW.GMSELBY.COM

NOT BEARING. SEE CONNECTION TO THE DECK ABOVE FOR BEARING. ALL REBAR SHALL BE EPOXY COATED UNLESS OTHERWISE NOTED. ALL REBAR SHALL BE EPOXY COATED UNLESS OTHERWISE NOTED. ALL REBAR SHALL BE EPOXY COATED UNLESS OTHERWISE NOTED.

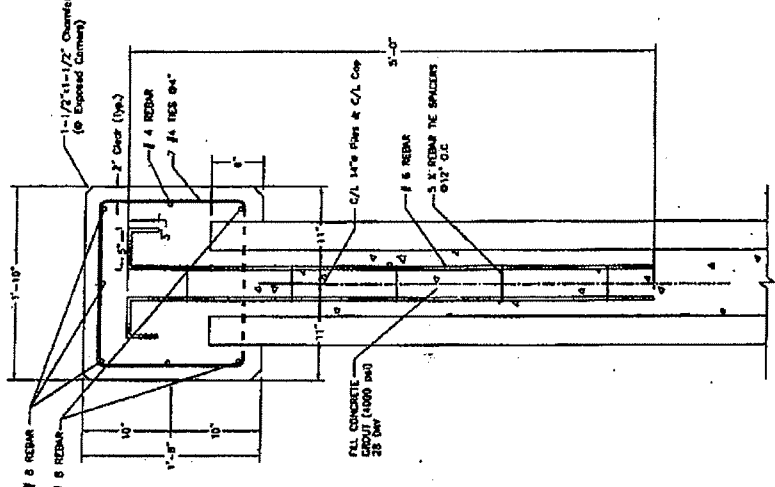
**HILTON HAVEN HOUSING**

SHEET TITLE: CONNECTION DETAILS

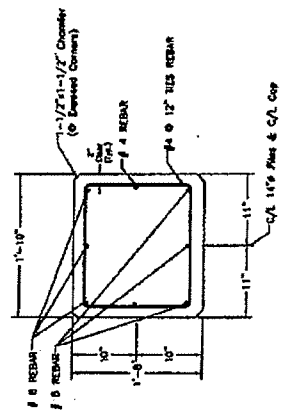
SHEET NO: **S-2**



**UTILITY AND DECK ANCHOR AND BEAM DETAIL**  
SECTION B-B



**ELUCH CONCRETE BEAM WITH FILE**  
SECTION D-D



**BEAM DETAIL**  
SECTION C-C



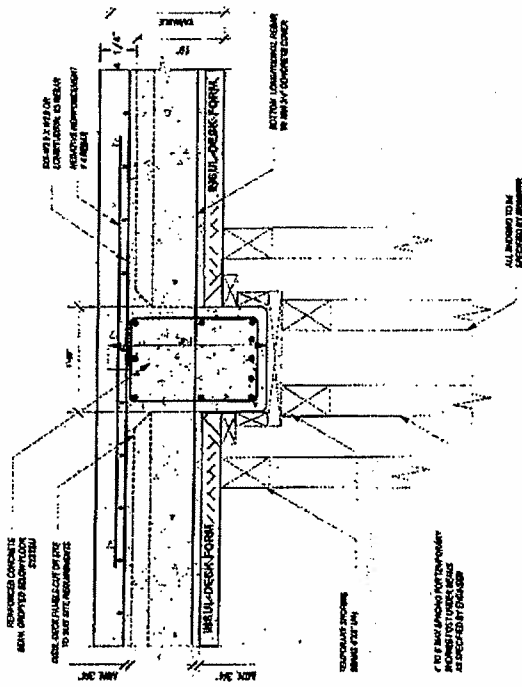
G.M. SELBY, Inc.  
 3800 N. WATERWAY DR., SUITE 111, SUSS  
 TN, JACKSON-9718 TEL: (208) 228-4724

THIS DRAWING IS THE PROPERTY OF G.M. SELBY, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF G.M. SELBY, INC. IN JACKSON, TN.  
 ALL RIGHTS RESERVED.  
 DATE: 08-08-2010  
 DRAWN BY: J. L. BROWN  
 CHECKED BY: G. L. BROWN  
 PROJECT: HALTON HAVEN HOUSING  
 SHEET NO.: S-3

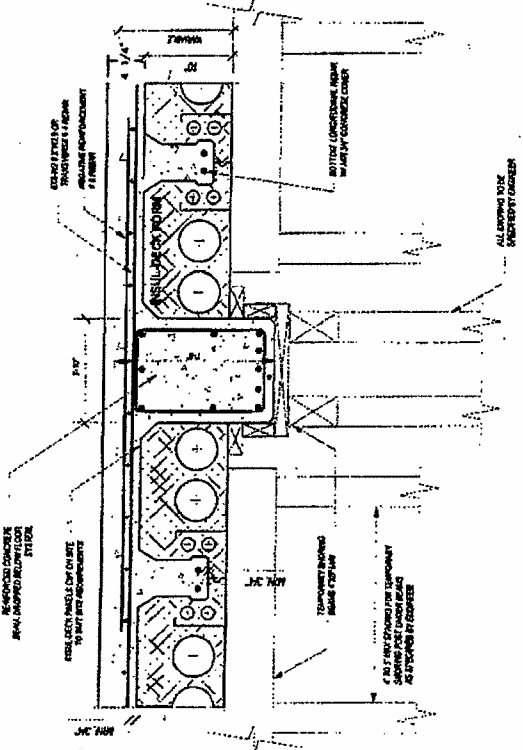
HALTON HAVEN  
 HOUSING

SHEET TITLE:  
 DROPPED CONCRETE BEAM  
 DETAIL

SHEET NO.:  
 S-3



LONGITUDINAL SECTION @ DROPPED CONCRETE BEAM



TRANSVERSE SECTION @ DROPPED CONCRETE BEAM

**COMPOSITE  
EXHIBIT B**

**GENERAL RELEASE**

**KNOW ALL MEN BY THESE PRESENTS:**

That **WILLIAM R. GROSSCUP** ("first party"), for and consideration of good and valuable consideration, received from, or on behalf of **FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS** and **CITY OF KEY WEST**, a municipal corporation ("second party"), the receipt of which is hereby acknowledged:

HEREBY irrevocably remises, releases, acquits, satisfies, and forever discharges the said **second party**, as well as all past and present agents, servants, attorneys, employees, directors, officers, successors, heirs, executors, administrators, and all other persons, firms, corporations, associations or partnerships, or any other entity associated therewith, of and from any and all claims, defenses, actions, causes of actions, demands, obligations, liens, rights, damages, costs, loss or service, expense and/or compensation, of any nature whatsoever, which the **first party** has or could have against **second party**, including, but not limited to, the claims that were raised and/or could have been raised in the cases styled, *Grosscup v. Florida Department of Community Affairs and Florida Department of Environmental Protection*, Case No. 2007-CA-680-K in the Sixteenth Judicial Circuit Court in and for Monroe County, Florida; *Grosscup v. City of Key West*, Case No. 2009-CA-925-K in the Sixteenth Judicial Circuit Court in and for Monroe County, Florida; and *Grosscup v. Colonel Alfred A. Pantano, Jr., District Commander for the Army Corps and Engineers, Jacksonville District, United States Army Corps of Engineers, Florida Department of Community Affairs, Florida Department of Environmental Protection and United States*, Case No. 10-10015-CIV-MARTINEZ/BROWN in the United States District Court for the Southern District of Florida. This Release does not release any claims **first party** may have against the Federal Defendants in Case No. 10-10015-CIV-MARTINEZ/BROWN.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

By \_\_\_\_\_  
WILLIAM R. GROSSCUP

*(Notary Certification follows)*

STATE OF FLORIDA            )  
  )SS  
COUNTY OF MONROE        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010 by **WILLIAM R. GROSSCUP**, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Commission No.

\_\_\_\_\_  
[Name of Notary typed,  
Printed or stamped]

My Commission  
Expires:

SEAL

**GENERAL RELEASE**

**KNOW ALL MEN BY THESE PRESENTS:**

That **FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION** ("**first party**"), for and consideration of good and valuable consideration, received from, or on behalf of **WILLIAM GROSSCUP** ("**second party**"), the receipt of which is hereby acknowledged:

HEREBY irrevocably remises, releases, acquits, satisfies, and forever discharges the said **second party**, as well as all past and present agents, servants, attorneys, employees, directors, officers, successors, heirs, executors, administrators, and all other persons, firms, corporations, associations or partnerships, or any other entity associated therewith, of and from any and all claims, defenses, actions, causes of actions, demands, obligations, liens, rights, damages, costs, loss or service, expense and/or compensation, of any nature whatsoever, which the **first party** has or could have against **second party**, including, but not limited to, the claims that were raised and/or could have been raised in the cases styled, *Grosscup v. Florida Department of Community Affairs and Florida Department of Environmental Protection*, Case No. 2007-CA-680-K in the Sixteenth Judicial Circuit Court in and for Monroe County, Florida; *Grosscup v. City of Key West*, Case No. 2009-CA-925-K in the Sixteenth Judicial Circuit Court in and for Monroe County, Florida; and *Grosscup v. Colonel Alfred A. Pantano, Jr., District Commander for the Army Corps and Engineers, Jacksonville District, United States Army Corps of Engineers, Florida Department of Community Affairs, Florida Department of Environmental Protection and United States*, Case No. 10-10015-CIV-MARTINEZ/BROWN in the United States District Court for the Southern District of Florida.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**FLORIDA DEPARTMENT OF ENVIRONMENT PROTECTION**

By \_\_\_\_\_  
\_\_\_\_\_ its \_\_\_\_\_

*(Notary Certification follows)*

STATE OF FLORIDA            )  
  )SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010 by **FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Commission No.

\_\_\_\_\_  
[Name of Notary typed,  
Printed or stamped]

My Commission  
Expires:

SEAL

**GENERAL RELEASE**

**KNOW ALL MEN BY THESE PRESENTS:**

That **FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS** ("**first party**"), for good and valuable consideration, received from, or on behalf of **WILLIAM GROSSCUP** ("**second party**"), the receipt of which is hereby acknowledged:

HEREBY irrevocably remises, releases, acquits, satisfies, and forever discharges the said **second party**, as well as all past and present agents, servants, attorneys, employees, directors, officers, successors, heirs, executors, administrators, and all other persons, firms, corporations, associations or partnerships, or any other entity associated therewith, of and from any and all claims, defenses, actions, causes of actions, demands, obligations, liens, rights, damages, costs, loss or service, expense and/or compensation, of any nature whatsoever, which the **first party** has or could have against **second party**, including, but not limited to, the claims that were raised and/or could have been raised in the cases styled, *Grosscup v. Florida Department of Community Affairs and Florida Department of Environmental Protection*, Case No. 2007-CA-680-K in the Sixteenth Judicial Circuit Court in and for Monroe County, Florida; *Grosscup v. City of Key West*, Case No. 2009-CA-925-K in the Sixteenth Judicial Circuit Court in and for Monroe County, Florida; and *Grosscup v. Colonel Alfred A. Pantano, Jr., District Commander for the Army Corps and Engineers, Jacksonville District, United States Army Corps of Engineers, Florida Department of Community Affairs, Florida Department of Environmental Protection and United States*, Case No. 10-10015-CIV-MARTINEZ/BROWN in the United States District Court for the Southern District of Florida.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS**

By \_\_\_\_\_  
\_\_\_\_\_ its \_\_\_\_\_

*(Notary Certification follows)*



STATE OF FLORIDA            )  
  )SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010 by **FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS**, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Commission No.

\_\_\_\_\_  
[Name of Notary typed,  
Printed or stamped]

My Commission  
Expires:

SEAL

**GENERAL RELEASE**

**KNOW ALL MEN BY THESE PRESENTS:**

That **CITY OF KEY WEST, a municipal corporation** ("first party"), for good and valuable consideration, received from, or on behalf of **WILLIAM GROSSCUP** ("second party"), the receipt of which is hereby acknowledged:

HEREBY irrevocably remises, releases, acquits, satisfies, and forever discharges the said **second party**, as well as all past and present agents, servants, attorneys, employees, directors, officers, successors, heirs, executors, administrators, and all other persons, firms, corporations, associations or partnerships, or any other entity associated therewith, of and from any and all claims, defenses, actions, causes of actions, demands, obligations, liens, rights, damages, costs, loss or service, expense and/or compensation, of any nature whatsoever, which the **first party** has or could have against **second party**, including, but not limited to, the claims that were raised and/or could have been raised in the cases styled, *Grosscup v. Florida Department of Community Affairs and Florida Department of Environmental Protection*, Case No. 2007-CA-680-K in the Sixteenth Judicial Circuit Court in and for Monroe County, Florida; *Grosscup v. City of Key West*, Case No. 2009-CA-925-K in the Sixteenth Judicial Circuit Court in and for Monroe County, Florida; and *Grosscup v. Colonel Alfred A. Pantano, Jr., District Commander for the Army Corps and Engineers, Jacksonville District, United States Army Corps of Engineers, Florida Department of Community Affairs, Florida Department of Environmental Protection and United States*, Case No. 10-10015-CIV-MARTINEZ/BROWN in the United States District Court for the Southern District of Florida.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**CITY OF KEY WEST**

By \_\_\_\_\_  
\_\_\_\_\_ its \_\_\_\_\_

*(Notary Certification follows)*

STATE OF FLORIDA            )  
  )SS  
COUNTY OF MONROE        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010 by **CITY OF KEY WEST**, a municipal corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Commission No.

\_\_\_\_\_  
[Name of Notary typed,  
Printed or stamped]

My Commission  
Expires:

SEAL

# EXHIBIT C

WILLIAM R. GROSSCUP,  
Plaintiffs,

IN THE CIRCUIT COURT OF THE 16<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
MONROE COUNTY, FLORIDA

v.

CASE NO. 2007-CA-680-K

FLORIDA DEPARTMENT OF  
COMMUNITY AFFAIRS, FLORIDA  
DEPARTMENT OF ENVIRONMENTAL  
PROTECTION and CITY OF  
KEY WEST,

Defendants.

---

**AGREED ORDER APPROVING SETTLEMENT AGREEMENT**

**THIS CAUSE** having come before the Court upon the parties' Settlement Agreement and Stipulation for Entry of Agreed Order Approving Settlement Agreement, and the Court having reviewed the Settlement Agreement and Stipulation of the parties and being otherwise fully advised in the premises, it is hereby:

**ORDERED and ADJUDGED:** The Settlement Agreement is approved and the parties are ordered to comply with its terms. Further, Defendant City of Key West shall not be required to comply with the regulatory procedures provided for in the Code of Ordinances of the City of Key West prior to the issuance of the approvals, waivers, variances, special exceptions, permits and/or exceptions referenced in the Settlement Agreement. To the extent that the relief provided to the Plaintiff has the effect of a modification, variance, or a special exception to the application of a rule, regulation, or ordinance as it would otherwise apply to the Plaintiff's property, the Court finds that the relief provided for in the Settlement Agreement protects the public interest being served by the regulations at issue and otherwise complies with Section 70.001, *Florida Statutes*. The relief being given is also appropriate to prevent the governmental

regulatory effort from inordinately burdening the subject real property. Each party shall bear its own attorney's fees and costs. The Court retains jurisdiction for the limited purpose of enforcing the Settlement Agreement. The Clerk shall close this case.

**DONE and ORDERED** in chambers in Key West, Monroe County, Florida on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

---

MARK JONES  
Circuit Court Judge

Copies furnished to:

***John M. Siracusa, Esquire***  
Rosenbaum, Mollengarden, Janssen,  
& Siracusa, PLLC  
250 Australian Avenue South, 5<sup>th</sup> floor  
West Palm Beach, FL 33401  
*Attorneys for Plaintiff, William R. Grosscup*

***Larry Erskine, Esq.***  
***Shawn D. Smith, Esq.***  
City Attorney's Office  
City of Key West  
P.O. Box 1409  
Key West, Florida 33041-1409  
Telephone (305) 809-3770  
Facsimile (305) 809-3771  
Email [lberskine@keywestcity.com](mailto:lberskine@keywestcity.com)  
*Attorney for Defendant, City of Key West*

***Jonathan A. Glogau, Esquire***  
Office of Attorney General  
Chief, Complex Litigation  
PL-01, The Capitol  
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Facsimile: 850-414-9650  
[Jon.glogau@myfloridalegal.com](mailto:Jon.glogau@myfloridalegal.com)

*Attorney for Defendants, Florida Department of Community Affairs and  
Florida Department of Environmental Protection*

130167302