

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



To: Chair and Planning Board members

Through: Thaddeus Cohen, Planning Director

From: Ginny Haller, Planner II

Meeting Date: August 18, 2016

Agenda Item: **Minor Development Plan, Conditional Use & Parking Waiver – 3840 North Roosevelt Boulevard and 1185 20th Street (RE # 0006450-000000)** – A request for minor development plan, conditional use and parking waiver approvals for the construction of ten (10) new workforce housing units on property located within the Commercial General (CG) Zoning District pursuant to Sections 108-91 B.1.(a); 122-62; 122-418 (2); and 108-572 (2) (b) of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida

Request: Minor development plan, conditional use and parking waiver approvals for the proposed construction of a structure with ten new workforce housing units.

Applicant: Smith, Oropeza, Hawks P.L.

Property Owner: SB Key West Owner VII, LP

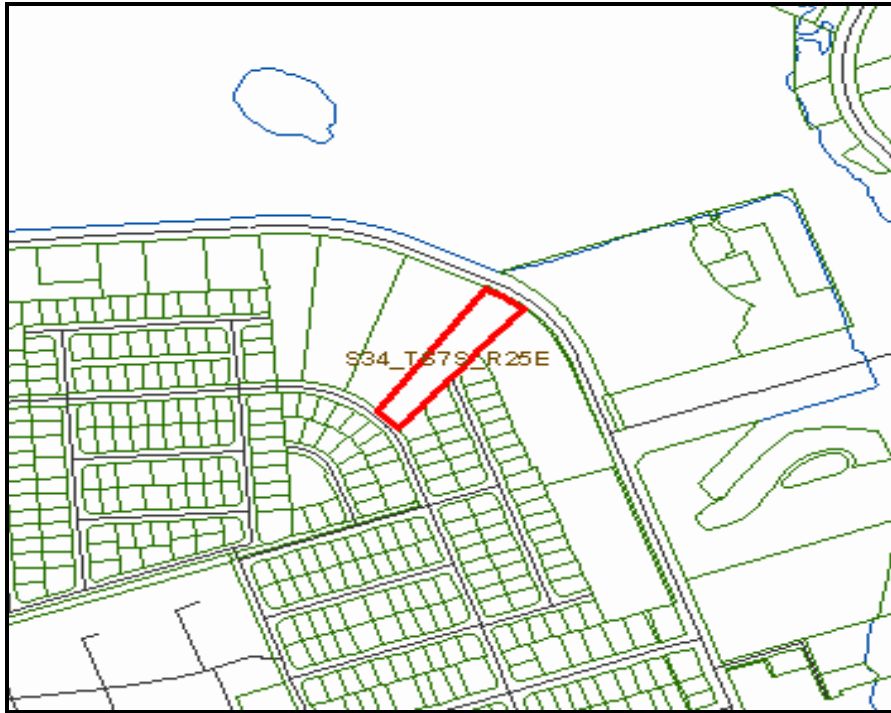
Location: 3840 N. Roosevelt Blvd. and 1185 20th Street (RE # 00064950-000000)

Zoning: Commercial General (CG)

Background: The property is located at 3840 N. Roosevelt Blvd. and 1185 20th Street; the entrance to the property is located at 1185 20th Street.

In order to allow the proposed development, several development approvals would be necessary.

- Minor Development Plan review is required due to the reconstruction of more than 2,500 square feet of gross floor area, pursuant to Section 108-91.B.1.(a) of the Land Development Regulations (LDRs) of the Code of Ordinances (the “Code”) of the City of Key West (the “City”).
- Conditional use review is required for multi-family cultural and civic activities within the CG Zoning District, pursuant to City Code Section 122-418(2).
- The applicant is also requesting a waiver to parking requirements, pursuant to City Ordinance 15-05.



Existing Conditions and Additional Background:

The property currently consists of sixteen affordable residential units, one market rate residential unit and two commercial buildings. In accordance with the Amended Development Agreement dated August 1, 2013, the owner of the property, SB Key West Owner VII, LP, is vested with the right to develop ten affordable housing units while maintaining the existing residential and commercial structures and uses on the property.

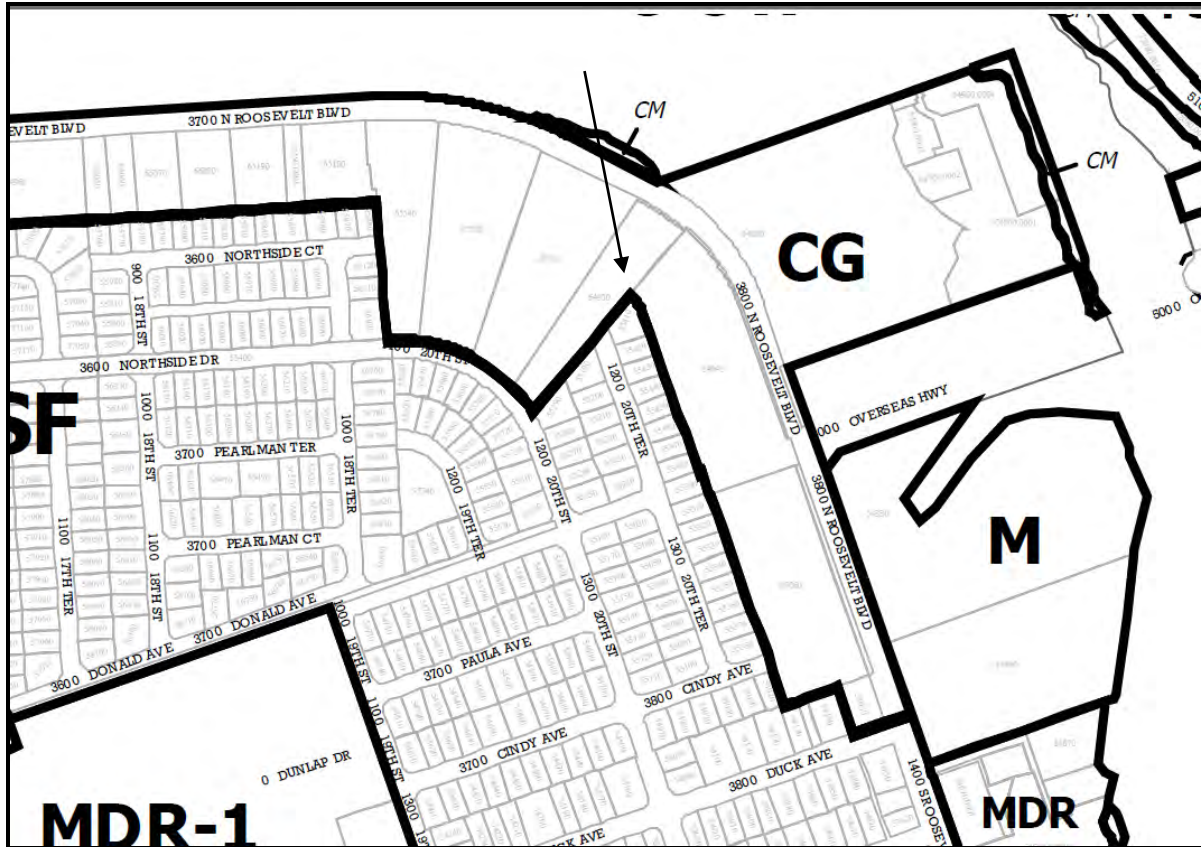
Proposed Development:

The proposal is for ten new workforce housing units to be located in the northwest portion of the property. The structure will be two stories with parking underneath. Currently on the property are sixteen affordable residential units, two commercial buildings and one market rate unit. Also, in accordance with the February 4, 2015 Planning Board meeting, the owner was granted ten Affordable Building Permit Allocation System (BPAS) units for the property. It is the intention of this project to use the awarded BPAS units.

The applicant intends to use the affordable housing units for employee housing. As stated in the attached Project Description for this minor development plan, the owner requests the use of the residential units by employees.

Surrounding Zoning and Uses:

Surrounding properties are located within the Commercial General (CG) and Single Family (SF) zoning Districts. Surrounding uses include hotel and motel, and single family residential.



Process

Development Review Committee:
 Preliminary Tree Commission:
 Planning Board:
 Final Tree Commission:
 City Commission:
 DEO review

May 26, 2016
 July 13, 2016 for tree removal
 March 20, 2014
 TBD
 TBD
 Up to 45 days, following local appeal period

Evaluation for Compliance with the Land Development Regulations (LDRs) and Comprehensive Plan

City Code Section 108-91.B.1 (a) requires the construction of permanent residential and transient residential development of five to ten more units be reviewed as a Minor Development Plan. City Code Section 108-196(a) states after reviewing a Major Development Plan or a Minor Development Plan for a property and staff recommendations therefor, the Planning Board shall act by resolution to approve, approve with conditions, or disapprove it based on specific development review criteria contained in the LDRs and the intent of the LDRs and comprehensive plan. The Planning Board resolution shall provide written comments documenting any conditions of approval that the Planning Board finds necessary to effectuate the purpose of Development Plan review and carry out the spirit and purpose of the Comprehensive Plan and the LDRs. If the Development Plan is recommended for disapproval, the Planning Board resolution shall specify in writing the reasons for recommending such denial. The

Planning Board's decision on a Major Development Plan in the historic district shall be advisory to the City Commission.

Planning staff, as required by Chapter 108 of the City LDRs, has reviewed the following for compliance with the City's LDRs and Comprehensive Plan as summarized in the following table.

Project Data Summary				
Dimensional Requirement	Required/ Allowed	Existing	Proposed	Change / Variance Required?
Zoning District	CG			
Flood Zone	Bisected by AE-8 & AE-9			
Site size	78,461 SF - 1.80 acres			
Maximum density	16 du/acre	16 units	10 units	None --see Development Agreement
Maximum floor area ratio	N/A	0	0	None
Maximum height	40 feet	36 feet	36 feet	None.
Maximum building coverage	40%	12%	23 %	None
Maximum impervious surface	60%	Approx. 95%	60%	None
Minimum lot size	15,000 SF	78,461 SF	78,461 SF	None
Minimum lot width	150 feet	100 to 150 feet	100 to 150 feet	None
Minimum lot depth	100 feet	646.24 feet	646.24 feet	None
Minimum front setback	25 feet or 20% for buildings over 25 foot height	25 feet	No change	None
Minimum side setbacks (interior)	15 feet, or 10 % f of lot depth	Both 15 feet	Both 15	None
Minimum rear setback	25 feet or 20% for buildings over 25 foot height	Complies	Complies	None
Minimum street side setback	20 feet	0	0	None

Project Data Summary				
Dimensional Requirement	Required/ Allowed	Existing	Proposed	Change / Variance Required?
Minimum vehicular parking	2 space per dwelling unit- need 52 spaces	21 spaces - includes 2 ADA	9 spaces under two-story structure	Parking Waiver – 18 spaces – see attached
Minimum bicycle parking	25% of vehicular spaces = 36 spaces	20 spaces	16 spaces + 14 scooter spaces	None
Landscaping	Code Ch 108, Arts V & VI	See analysis	See analysis	Final Tree Removal- approved July 13, 2016

Concurrency Facilities and Other Utilities or Services (City Code Section 108-233)

Comprehensive Plan Objective 9-1.5 directs the City to ensure that public 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. Code Section 94-36 requires a concurrency review determination to be made concerning the proposed development. The Applicant provided a concurrency analysis as part of the Minor Development Plan application. Staff reviewed the provided concurrency analysis following the criteria in Code Section 94-36 and determines that public facilities are expected to accommodate the proposed development at the adopted level of service (LOS) standards. This portion of the report shall serve as the required written determination of compliance.

1. Potable water supply

The potable water LOS standard for residential uses is 93 gallons per capita per day, pursuant to City Code Section 94-68. The adopted potable water LOS standard is anticipated to be adequate to serve the proposed development. The property is currently serviced with potable water by the Florida Keys Aqueduct Authority (FKAA), which has been notified of the upcoming development and has available capacity to service the proposed development with the existing infrastructure currently in place. A rainwater catchment apparatus will be installed on the property in accordance with the BPAS Ordinance, thereby reducing the use of potable water for irrigation and outdoor water needs. The proposed development shall be designed and constructed using methods to allow the owner to achieve the baseline standard for Florida Green Building Code. As part of the LEED certification, the project would be required to reduce water consumption by at least 20%. In order to earn more certification points, the project is being designed to use water efficient landscaping and employ strategies that achieve at least 40% water savings within the building.

2. Wastewater management

The sanitary sewer LOS standard for residential uses is 100 gallons per acre per day, pursuant to City Code Section 94-67. The applicant states that current utility service is adequate to support the proposed development.

3. Water quality

The property is served by the City's central sewer system. The property is not adjacent to any bodies of water. There are no adverse impacts to water quality anticipated.

4. Stormwater management / drainage

The stormwater management or drainage LOS standard pursuant to City Code Section 94-69 is: 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. A stormwater management plan was submitted indicating that surface water management is designed for the 25-year/72-hour storm event, as required. Stormwater would be retained on-site through an 135LF exfiltration trench. Rainwater from the roof would be channeled to a catchment system, and then reused for landscape irrigation. Therefore, no adverse impacts to stormwater management or drainage facilities are anticipated.

5. Solid waste

Adequately buffered receptacle locations will be constructed to accommodate the disposal of all waste and recyclable items. The owner will maintain bulk recycling pick-up to promote recycling, and allowing residents to dispose of recyclables in one convenient and centrally located container.

6. Roadways

The roadway LOS standard is set forth in City Code Section 94-72. The applicant says that traffic will be routed through the 20th Street/Northside Drive side entrances in order to avoid unnecessary congestion on North Roosevelt Blvd. Also, no existing residential building will be impacted by the ingress and egress of the proposed ten units on the property as the traffic pattern on 20th Street and Northside Drive can accommodate the additional traffic proposed.

7. Recreation

The recreation LOS standard is five acres of recreation and open space per 1,000 permanent residents pursuant to City Code Section 94-70. According to the 2013 Comprehensive Plan Data and Analysis, the City is currently providing ample recreation and open space. The proposed construction of the workforce housing structure proposes a 609 SF recreation area.

8. Fire Protection

A detailed life safety plan was submitted. Fire hydrant locations would be provided to the Fire Chief's satisfaction.

9. Reclaimed water system

Reclaimed water is proposed to be retained on-site through a 135LF exfiltration trench. Rainwater from the roof would be channeled to a catchment system, and then reused for landscape irrigation. Therefore, no adverse impacts to stormwater management or drainage facilities are anticipated.

10. Other public facilities

Based on comments received from the DRC members, and based on the Applicant's concurrency analysis, all public facilities would be expected to accommodate the proposed development at the adopted LOS standards.

Appearance, design and compatibility (City Code Section 108-234)

The development plan shall satisfy criteria established in:

City Code Chapter 102 (historic preservation)

The property is not located in the historic district.

Articles III (site plan), IV (traffic impacts) and V (open space, screening and buffers) of City Code Chapter 108 (planning and development)

Traffic generation is estimated to be below acceptable levels since the majority of the residents who will reside in the proposed units will also work on-site at one of the four hotels within the hotel collection. As to the Parking and Traffic Memorandum prepared by KBP Consulting, Inc. dated March 9, 2016, the level of parking and traffic needs will be sufficient with the proposed design. The Parking Statement is an exhibit.

City Code Section 108-956 (potable water and wastewater)

Potable water and wastewater were found to be in compliance in the concurrency determination above.

Article II (archaeological resources) of City Code Chapter 110 (resource protection)

There are no known archaeological resources on the property. If any archeological resources are discovered during construction, the Applicant would be required to comply with this article of the LDRs.

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

- (a) *Compliance.* The submitted minor development plan has been reviewed for compliance with all applicable performance criteria set forth in Code Chapter 94 (concurrency management), Code Chapter 102 (historic preservation), Code Chapter 106 (performance standards), Articles I and III through IX of Code Chapter 108 (planning and development), Code Chapter 110 (resource protection) and Code Chapter 114 (signs).
- (b) *Vicinity map.* The property is bounded by North Roosevelt Blvd. on the north and east, and 20th Street to the south and west.
- (c) *Land use compatibility.* Uses within 300 feet include single-family residential, hotel/motel and commercial. No unincorporated parts of the county are located nearby, nor would any be impacted by the proposed development.
- (d) *Historic and archeological resource protection.* Property is not located in the historic district.
- (e) *Subdivision of land.* No subdivision of land is proposed.

Appearance of site and structures (City Code Section 108-236)

The Applicant submitted a minor development plan that generally exhibits harmonious overall design characteristics in compliance with the performance standards stipulated in Code Sections 108-278 through 108-288, as analyzed below.

Site plan (City Code Section 108-237)

The Applicant submitted a site plan pursuant to City Code Section 108-237, which is analyzed in greater detail below.

Architectural drawings (City Code Section 108-238)

The Applicant submitted extensive architectural drawings prepared by a professional architect registered in Florida pursuant to City Code Section 108-238.

Site amenities (City Code Section 108-239)

Proposed site amenities include new walkways, outdoor benches and sitting areas, bicycle racks for up to 25 bicycles, and outdoor lighting utilizing dark sky methods.

Site survey (City Code Section 108-240)

The Applicant submitted a site survey pursuant to City Code Section 108-240.

Soil survey (City Code Section 108-241)

The Applicant submitted a geotechnical exploration report pursuant to Code Section 108-241.

Environmentally sensitive areas (City Code Section 108-242)

No environmentally sensitive areas are located on or near the property, which is located within the AE-9 flood zone.

Land clearing, excavation and fill, tree protection, landscaping and irrigation plan (City Code Section 108-243)

- (a) *Land clearing, excavation and fill.* The proposed development would involve these activities. Native trees are being preserved or relocated to the maximum extent possible. Considerations for soil erosion control and sedimentation are included in the construction management plan, as well as required for LEED certification.
- (b) *Tree protection.* The City's Urban Forestry Manager and the Tree Commission reviewed and approved the Final Landscape Plan with Tree Removal that includes the removal of one Gumbo Limbo tree to be replaced with 12.1 caliper inches of FL#1 native dicot trees to be planted on-site. The permit to actually remove the tree will not be issued until demolition and/or building permits have been issued for the project.
- (c) *Landscaping plan.* The submitted plan indicates landscaping incorporated throughout the property. Landscaped open space would be increased above the existing amount. Landscaped berms are proposed to mitigate against adverse impacts to adjacent sites, the submitted landscape plan show the improvement of the existing bare site to a tropical and native plantings.
- (d) *Irrigation plan.* Landscape irrigation is proposed using potable water to be supplemented by rainwater catchment rainwater. This is also a requirement of LEED certification.

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

Traffic generation is estimated to be below acceptable levels since the majority of the residents who will reside in the proposed units will also work on-site at one of the four hotels within the hotel collection. As to the Parking and Traffic Memorandum prepared by KBP Consulting, Inc.

dated March 9, 2016, the level of parking and traffic needs will be sufficient with the proposed design. The Parking Statement is an exhibit.

Housing (City Code Section 108-245)

There are sixteen affordable workforce housing units existing on the property. The proposal is for a structure with ten more workforce units.

Economic resources (City Code Section 108-246)

The proposed workforce housing units will add to the economic resources of the city.

Special considerations (City Code Section 108-247)

- (a) The relationship of the proposed development to the City's land use plans, objectives and policies is being evaluated as part of this analysis. The relationship of the proposed development to public facilities was evaluated above and no conflicts were identified.
- (b) The project is not located in the historic district and is bisected by the AE-8 and AE-9 flood zone.
- (c) No unincorporated portions of the county would be impacted by the proposed development.
- (d) The project does not front a shoreline, so shoreline access would not be impeded.
- (e) No special facilities are proposed to accommodate bus ridership since this is proposed for workers in the hotels and motels in the area. The property is served by bus stops for all bus routes along North Roosevelt Blvd.
- (f) Passive recreation space is proposed in the small recreation area on the property.
- (g) Coordination with applicable agencies is being facilitated through the DRC.
- (h) No wetlands or submerged land would be impacted.

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

Construction management information is included in the civil plans. The proposed development shall be modular housing units constructed in a single phase – completion of the ten affordable residential rate units within twelve months from issuance of building permits pursuant to the allocation of the ten affordable BPAS units. The date of completion is expected to be on or before August 30, 2016.

Truman Waterfront Port facilities (City Code Section 108-249)

Not applicable.

Site plan (City Code Chapter 108, Article III)

The City shall not approve a site plan unless a finding is made that such site plan conforms to all applicable sections of the LDRs, pursuant to City Code Section 108-276, as analyzed below.

Site location and character of use (City Code Section 108-277)

The proposed use is a conditional uses within the CG Zoning District.

Appearance of site and structures (City Code Section 108-278)

The appearance, design and land use compatibility complement the surrounding properties and upgrades the appearance, cleanliness and over all well-being of the surrounding properties by providing much needed on-site upgrades.

Location and screening of mechanical equipment, utility hardware and waste storage areas (City Code Section 108-279 & 280)

The solid waste receptacles have been designed in a location to minimize impacts of waste hauling noises during waste hauling pick up days.

Roll-off compactor container location requirements (City Code Section 108-281)

None proposed.

Utility lines (City Code Section 108-282)

None proposed.

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

None proposed.

Exterior lighting (City Code Section 108-284)

As part of the LEED certification, all exterior lighting fixtures are solar-powered and/or LED lights. All lights would be shielded to prevent glare onto adjacent properties using dark sky methods. Lighting would be provided within all parking areas, along all sidewalks and walkways and within the pocket park. Building-mounted lights are indicated on the elevation plans. The property is also served by existing street lights.

Signs (City Code Section 108-285)

The plans do not indicate any signs.

Pedestrian sidewalks (City Code Section 108-286)

None proposed.

Loading docks (City Code Section 108-287)

None proposed.

Storage areas (City Code Section 108-288)

No exterior storage areas are proposed.

Land clearing, excavation or fill (City Code Section 108-289)

No work would impact a floodplain or a conservation area. A proposed stormwater management would address drainage and runoff from the site. Vegetation removal has been reviewed by the Urban Forestry Manager and the Tree Commission.

Landscaping (Code Chapter 108, Article VI)

A landscape plan is required as part of development plan review, pursuant to City Code Section 108-411. The submitted plan indicates landscaping incorporated throughout the property. Overall landscaped open space would be increased. The applicant was approved for a Final Landscape Plan with Tree Removal of one Gumbo Limbo tree to be replaced with 12.1 caliper inches of

FL#1 native ducot trees to be planted on-site. The applicant will go to the Tree Commission for final approval of the landscape plan after the Planning Board.

Off-street parking and loading (Code Chapter 108, Article VII)

Parking for 9 spaces under the proposed two-story structure and 16 bicycle and 14 scooter spaces are proposed on the property. The existing two-story workforce housing units has 21 parking spaces that includes 2 ADA spaces and 20 bicycle spaces. The applicant has requested a parking waiver for 22 spaces. Ordinance 15-05 says..."The Planning Board must make specific findings concerning the lack of need for vehicular parking based upon the use and occupancy of the proposed development." The applicant was granted ten BPAS units for use on the property, however the size of the property is limited as to the number of parking spaces available for the project.

Stormwater and surface water management (Code Chapter 108, Article VIII)

A stormwater management plan was submitted indicating that surface water management is designed for the 25-year/72-hour storm event, as required. Stormwater would be retained on-site through exfiltration trenches and gravity injection wells. Rainwater from the roof would be channeled to water catchment apparatus, and then reused for landscape irrigation.

Utilities (Code Chapter 108, Article IX)

Access to potable water, access to wastewater disposal systems and conservation of potable water supply were analyzed in the above concurrency management determination and were found in compliance.

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

None proposed.

CRITERIA FOR CONDITIONAL USE REVIEW AND APPROVAL:

Pursuant to City Code Section 122-62(c), applications for a conditional use shall clearly demonstrate the following:

- (1) *Land use compatibility.* The Applicant has demonstrated that the proposed conditional use within the CG Zoning District, including its proposed scale and intensity, traffic-generating characteristics and off-site impacts are compatible and harmonious with adjacent land uses and would not adversely impact land use activities in the immediate vicinity. On either side of the proposed development are commercial properties that are under common ownership with the property, or are an affiliate of the owner, all of which will utilize the housing provided. Surrounding residential properties will be enhanced with the site upgrades including landscaping, site drainage, screening and buffering.
- (2) *Sufficient site size, adequate site specifications, and infrastructure to accommodate the proposed use.* The proposed development exceeds the minimum size required to complete the development.
- (3) *Proper use of mitigative techniques.* Any adverse impacts will not affect surrounding properties. The on-site upgrades, such as landscaping and drainage, should provide added benefits to the neighborhood.

- (4) *Hazardous waste*. No hazardous waste would be generated and no hazardous materials would be used.
- (5) *Compliance with applicable laws and ordinances*. Any and all necessary permits from other governmental agencies would be obtained.
- (6) *Additional criteria applicable to specific land uses*. Applicants for conditional use approval shall demonstrate that the proposed conditional use satisfies the following specific criteria designed to ensure against potential adverse impacts which may be associated with the proposed land use:
 - a. *Land uses within a conservation area*. Not applicable.
 - b. *Residential development*. The proposed workforce housing development is compliant with all dimensional requirements, lot coverage, open space, building coverage, and similar in terms of mass and scale with the surrounding properties.
 - c. *Commercial or mixed use development*. At this time, no commercial development is proposed, however, the owner does intend to renovate and restore the existing commercial structures. The owner will apply for the necessary development approvals at that time.
 - d. *Development within or adjacent to historic district*. Not applicable.
 - e. *Public facilities or institutional development*. Not applicable.
 - f. *Commercial structures, uses and related activities within tidal waters*. Not applicable.
 - g. *Adult entertainment establishments*. Not applicable.

RECOMMENDATION

The Planning Department, based on the criteria established by the Comprehensive Plan and the Land Development Regulations, recommends to the Planning Board that the request for Minor Development Plan, Conditional Use and Parking Waiver be **APPROVED** with the following conditions:

General conditions:

1. No gate is constructed to block ingress and egress at the 20th Street/Northside Drive entrance of the proposed ten affordable housing units.
2. All landscaping shall comply with requirements pursuant to City Code Section 108-452 and 122-1406.
3. Compliance with City Code Sec, 122-1469 of the Applicant Eligibility Requirements.
4. The hours of construction shall be in compliance with City Code and be limited to 8 AM to & PM on Monday to Friday, and 9 Am to 5 PM on Saturday.

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 X

Conditional Use

X

Historic District

Yes _____

No X

Please print or type:

- 1) Site Address 3840 N. Roosevelt Blvd. & 1185 20th Street, Key West
- 2) Name of Applicant Smith Oropeza Hawks
- 3) Applicant is: Owner _____ Authorized Representative X
(attached Authorization and Verification Forms must be completed)
- 4) Address of Applicant 138-142 Simonton Street
Key West, FL 33040
- 5) Applicant's Phone # 305-296-7227 Email greg@smithoropeza.com
- 6) Email Address: greg@smithoropeza.com
- 7) Name of Owner, if different than above SE Key West Owner VII, LP
- 8) Address of Owner 3953 Maple Ave., Ste. 300, Dallas, TX 75219
- 9) Owner Phone # _____ Email _____
- 10) Zoning District of Parcel CG RE# 00064950-000000
- 11) Is Subject Property located within the Historic District? Yes _____ No X
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).

See attached.

DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION
City of Key West Planning Department
604 Simonton Street, Key West, FL 33040
(305) 809-3720



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

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.

Existing development agreement attached hereto.

- 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.

MINOR DEVELOPMENT / CONDITIONAL USE CRITERIA

3840 N. Roosevelt Blvd. and 1185 20th Street, Key West
(R.E. # 00064950-000000)

Title Block:

- a. Name of Development: Key West Hotels Affordable Housing
- b. Name of Owner: SB Key West Owner VII, LP
- c. Name of Developer: SB Key West Owner VII, LP
- d. Scale: 1" = 40'
- e. North Arrow: As identified on the site plan
- f. Preparation/Revision Date: May 13, 2016

Identification of Key Persons:

- a. Owner: SB Key West Owner VII, LP
- b. Owner's Authorized Agent: Smith | Oropeza | Hawks P.L.
- c. Planning Consultant: Trepanier and Associates, Inc.
- d. Civil Engineer: Perez Engineering and Development, Inc.
- e. Structural Engineer: Browder + Leguzimon
- f. MEP Engineer: Thompson Company, Inc.
- g. Architect: Niles Bolton Associates
- h. Surveyor: Island Surveying, Inc.
- i. Modular Housing Consultant: Cutting Edge Building Group
- j. Landscape Architect: Niles Bolton Associates

Project Description:

The proposed project shall consist of ten (10) new workforce residential housing units in the northwest portion of the site, located at 3840 North Roosevelt Boulevard and 1185 20th Street, Key West, Florida 33040 ("Property"). The Property currently consists of sixteen (16) affordable residential units, one (1) market rate residential unit and two (2) commercial buildings. Pursuant to that certain Amended and Restated Development Agreement for The Key West Hotel Collection dated August 1, 2013 ("Amended Development Agreement"), the owner of the Property, SB Key West Owner VII, LP ("Owner"), is vested with the right to develop ten (10) affordable housing units, while maintaining the existing commercial and residential uses and structures on the Property, at the same scale and intensity as set forth in the Amended Development Agreement. Pursuant to the February 4, 2015 City of Key West Planning Board meeting, the Owner was granted ten (10) Affordable Building Permit Allocation System units for use on the Property; and, therefore, this Application follows the award of the BPAS units. The Owner's intended use is for employee housing; and, therefore, the Owner requests the use of the residential units' proposed permit for employee housing irrespective of the length of time an employee has resided within the City.

Other Project Information:

- a. Proposed Phases of Development and Target Dates:
 - i. Single Phase – Completion of ten (10) affordable residential rate units within twelve (12) months from issuance of building permits pursuant to an allocation of ten (10) Affordable BPAS Units.
- b. Expected Date of Completion – On or before August 30, 2016.

Intergovernmental Coordination:

All intergovernmental coordination shall be completed in accordance with the Development Agreement.

Solution Statement:

The proposed development shall be designed and constructed utilizing methods and techniques which will allow the Applicant to achieve the baseline standard for Florida Green Building Code. All development shall incorporate mitigative standards and techniques to minimize any adverse impacts to surrounding properties and environmental concerns. The stormwater plan and the landscape plan for the Property shall meet or exceed the requirements of the Code. Currently, the Property does not have any landscaping or stormwater management facilities. A rainwater catchment apparatus will be installed on the Property, in accordance with the BPAS Ordinance, thereby reducing the use of potable water for irrigation and outdoor water needs. All new structures shall be constructed a minimum of one and one-half feet (1.5') above the applicable flood zone elevation requirements. The Property is bisected by the AE-8 and AE-9 flood zones, and the base flood elevation for the building will correspondingly be based off the AE-9 zone elevation requirements.

Adequately buffered receptacle locations will be constructed on the Property to accommodate the disposal of all waste and recyclable items. The Owner will maintain bulk recycling pick up in an effort to promote recycling, allowing residents to dispose of recyclables in one convenient, centrally located container. Lighting facing any neighboring residential location will be designed utilizing dark sky methods. Traffic will be routed through the 20th Street/Northside Drive side entrances to the Property so as to avoid unnecessary congestion on North Roosevelt Blvd. No existing residential structure will be impacted by traffic patterns resulting from ingress and egress to the Property because the traffic pattern on 20th Street and Northside Drive can accommodate additional traffic capacity related to the Property. The design of all proposed buildings will complement the surrounding structures in style and scope.

Sec. 122-62. Specific Criteria for Approval

(b) Characteristics of use described.

- (1) Scale and intensity of the proposed conditional use as measured by the following:

- a. Floor area ratio – 0.66.
- b. Traffic generation – Traffic generation is estimated to be below acceptable levels as the majority of the residents who will reside in the proposed units will also work on-site at one of the four hotels within the hotel collection. Pursuant to the Parking and Traffic Memorandum prepared by KBP Consulting, Inc., dated March 9, 2016 (“Parking Statement”), the level of parking and traffic needs will be sufficient with the proposed design. A true and correct copy of the Parking Statement is enclosed herein as an exhibit.
- c. Square feet of enclosed building for each specific use – 4,384 square feet.
- d. Proposed employment – On-site employment specific to the residential units is not applicable at this time.
- e. Proposed number and type of service vehicles – Other than standard municipal waste haulers, no service vehicles are anticipated at this time.
- f. Off-street parking needs – The Owner is providing twenty-three (23) parking spaces for the proposed development, together with twenty-five (25) bicycle spots. Given the intent that this housing is in large part for on-site employees, coupled with the Parking Statement which indicates sufficient parking, the Owner is requesting a waiver from the Code-required parking requirements for the subject development.

(2) On- or off-site improvement needs generated by the proposed conditional use and not identified on the list in subsection (b)(1) of this section including the following:

- a. Utilities – Current utility service is adequate to support the proposed development, and letters of coordination will be obtained during the development process.
- b. Public facilities, especially any improvements required to ensure compliance with concurrency management as provided in Chapter 94 – No upgrades to public facilities are anticipated as a result of the proposed development.
- c. Roadway or signalization improvements, or other similar improvements – No upgrades to roadways or signalization are anticipated as a result of the proposed development.
- d. Accessory structures or facilities – A recreation area is being provided on-site as part of the proposed development pursuant to the BPAS requirements and approval.
- e. Other unique facilities/structures proposed as part of site improvements – None known at this time.

(3) On-site amenities proposed to enhance site and planned improvements. Amenities including mitigative techniques such as:

- a. Setbacks from adjacent properties – All setbacks meet or exceed the minimum setback requirements required by Code.
- b. Screening and buffers – The Owner's landscaping plans provide screening and buffering from the surrounding property owners.
- c. Landscaped berms proposed to mitigate against adverse impacts to adjacent sites – The Owner has included an extensive landscape plan which improves the bare site with lush tropical and native landscaping techniques and plantings.
- d. Mitigative techniques for abating smoke, odor, noise and other noxious impacts – The proposed development is not anticipated to produce any smoke, odor, noise or noxious impacts; however, the solid waste receptacles have been designed in a location to minimize impacts of waste hauling noises during waste hauling pick up days.

(c) Criteria for conditional use review and approval.

(1) Land use compatibility – The proposed development is compatible with the surrounding property. On either side of the proposed development are commercial properties which are under common ownership with the Property or an affiliate of the Owner, all of which will utilize the housing provided. Towards the rear of the property are residential properties which will be enhanced with the site upgrades including landscaping, site drainage, screening and buffering. The proposed scale, intensity, traffic-generating characteristics and off-site impacts are compatible, complement and benefit the Property and surrounding properties.

(2) Sufficient site size, adequate site specifications and infrastructure to accommodate the proposed use – The proposed development well exceeds the minimum size required to complete the proposed development.

(3) Proper use of mitigative techniques – With the upgrades to site work, drainage, parking and landscaping, mitigative techniques will greatly improve the onsite characteristics and provide upgrades to surrounding property owners. Adverse impacts will not affect surrounding properties. To the contrary, the on-site upgrades should provide added benefits to surrounding properties.

(4) Hazardous waste – No hazardous waste will be generated or used on the Property.

(5) Compliance with applicable laws and ordinances – All applicable federal, state, county and city laws shall be complied with for the proposed development, including all development conditions imposed on the Owner as part of this development process. In the event the Owner is not able to comply, the proper waivers or variances will be obtained.

- (6) Additional criteria applicable to specific land uses.
- a. Land uses within a conservation area – Not applicable.
 - b. Residential development – The proposed residential development is compliant with all dimensional requirements, lot coverage, symmetrical in terms of mass and scale with surrounding properties and complies with Code requirements for open space and building coverage. The appearance, design and land use compatibility complement the surrounding properties and greatly upgrade the appearance, cleanliness and over all well-being of the surrounding properties by providing much needed on-site upgrades bringing the Property substantially into compliance with the Land Development Regulations.
 - c. Commercial or mixed use development – At this time, there is no commercial development proposed for the Property; however, the Owner does intend to renovate and restore the existing commercial structures/uses, at which time the Owner will seek the necessary development approvals.
 - d. Development within or adjacent to historic district – Not applicable.
 - e. Public facilities or institutional development – Not applicable.
 - f. Commercial structures, uses and related activities within tidal waters – Not applicable.
 - g. Adult entertainment establishments – Not applicable.

Authorization

**City of Key West
Planning Department**



Authorization Form
(Where Owner is a Business Entity)

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

I, Ron J. Hoyl as
Please Print Name of person with authority to execute documents on behalf of entity

Owner: SE Key West Owner VII, LP

Vice President/Secretary of SE Key West Owner GP VII, L.L.C.,
Name of office (President, Managing Member) *Name of owner from deed*

its General Partner

authorize Smith Oropeza Hawks, PL
Please Print Name of Representative

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

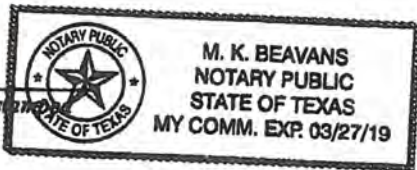
Signature of person with authority to execute documents on behalf on entity owner

Subscribed and sworn to (or affirmed) before me on this 10th day of May, 2016
Date

by Ron J. Hoyl
Vice President
Name of person with authority to execute documents on behalf on entity owner

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

M. K. Beavans
Notary's Signature and Seal



Name of Acknowledger typed, printed or stamped

Commission Number, if any

**City of Key West
Planning Department**



Authorization Form
(Where Owner is a Business Entity)

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

SB

I, Jordan Calaguire as
Please Print Name of person with authority to execute documents on behalf of entity
Owner: SE Key West Owner VII, LP
By:
Authorized Signatory of SE Key West Owner GP VII, L.L.C.
Name of office (President, Managing Member) *Name of owner from deed*
Its General Partner
authorize Smith Oropeza Hawks, PL
Please Print Name of Representative

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

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

Subscribed and sworn to (or affirmed) before me on this 5/13/16
Date

by JORDAN CALAGUIRE
Name of person with authority to execute documents on behalf on entity owner

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

[Signature]
Notary's Signature and Seal

Michelle Kopeny
Name of Acknowledger typed, printed or stamped



826448
Commission Number, if any

Verification

**City of Key West
Planning Department**



Verification Form

(Where Authorized Representative is an entity)

I, Gregory S. Oropeza, in my capacity as Partner
(print name) *(print position; president, managing member)*

of Smith Oropeza Hawks, PL
(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:

3840 N. Roosevelt Blvd. & 1185 20th Street, Key West
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.

A handwritten signature in blue ink, appearing to read "Gregory S. Oropeza".

Signature of Authorized Representative

Subscribed and sworn to (or affirmed) before me on this May 16, 2016 by
date

Gregory S. Oropeza
Name of Authorized Representative

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

A handwritten signature in blue ink, appearing to read "Patricia Gae Ganister".

Notary's Signature and Seal

Name of Acknowledger typed, printed or stamped



Commission Number, if any

Property Appraiser Information



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

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

Property Record Card -

Maps are now launching the new map application version.

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

Alternate Key: 1065471 Parcel ID: 00064950-000000

Ownership Details

Mailing Address:
SE KEY WEST OWNER VII LP
C/O ROCKPOINT GROUP LLC WOODLAND HALL AT OLD PARKLAND
3953 MAPLE AVE STE 300
DALLAS, TX 75219-3228

Property Details

PC Code: 12 - STORE/OFF/RES OR COMBINATION
Millage Group: 10KW
Affordable Housing: Yes
Section-Township-Range: 34-67-25
Property Location: 1185 20TH ST KEY WEST
Legal Description: 3840 N ROOSEVELT BLVD KEY WEST
PT KW NO 1 A PARCEL OF LAND LYING SW OF NORTH ROOSEVELT BOULEVARD OR79-322/323 OR520-689 OR520-691 OR880-1977/1978 OR884-1974/1976 OR902-1211/1212 OR2250-2269/73 OR2427-279/85DEC/AFFORD/REST OR2793-56/61

[Click Map Image to open interactive viewer](#)



Land Details

Land Use Code	Frontage	Depth	Land Area
100H - COMMERCIAL HIGHWAY	137	646	78,259.00 SF

Building Summary

Number of Buildings: 4
Number of Commercial Buildings: 4

Total Living Area: 14704
Year Built: 1972

Building 1 Details

Building Type
Effective Age 25
Year Built 1972
Functional Obs 0

Condition A
Perimeter 436
Special Arch 0
Economic Obs 0

Quality Grade 400
Depreciation % 33
Grnd Floor Area 5,312

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 0
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	FLA		1	1991					4,850
2	OPF		1	1991					15
3	OPF		1	1991					15
4	OPF		1	1991					36
5	SBU		1	1991					32
6	OPF		1	1991					54

7	OUU	1	1991	3,635
8	FLA	1	1991	462

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	5606	1 STY STORE-B	100	N	Y
	5613	OFFICE BLD-1 STORY	100	N	Y

Exterior Wall:

Interior Finish Nbr	Type	Area %
1539	AB AVE WOOD SIDING	35
1540	WD OVER CONC BL	65

Building 2 Details

Building Type
 Effective Age 25
 Year Built 1999
 Functional Obs 0

Condition A
 Perimeter 508
 Special Arch 0
 Economic Obs 0

Quality Grade 400
 Depreciation % 33
 Grnd Floor Area 5,952

Inclusions:

Roof Type
 Heat 1
 Heat Src 1

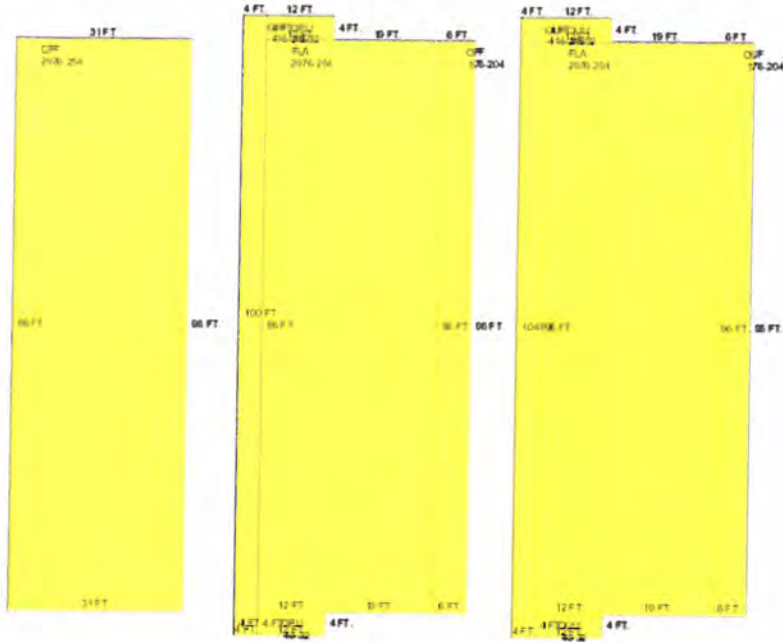
Roof Cover
 Heat 2
 Heat Src 2

Foundation
 Bedrooms 0

Extra Features:

2 Fix Bath 0
 3 Fix Bath 16
 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	CPF		1	1999					2,976
2	OPF		1	1999					416
3	FLA		1	1999					2,976
4	OPU		1	1999					48
5	OPU		1	1999					48
6	OPF		1	1999					576
7	FLA		1	1999					2,976
8	OUF		1	1999					416
9	O UU		1	1999					48
10	O UF		1	1999					576
11	O UU		1	1999					48

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	5614	APTS-A	100	Y	Y
	5615	APTS-A	100	Y	Y

Exterior Wall:

Interior Finish Nbr	Type	Area %
1541	CUSTOM	100

Building 3 Details

Building Type
 Effective Age 14
 Year Built 2001
 Functional Obs 0

Condition A
 Perimeter 60
 Special Arch 0
 Economic Obs 0

Quality Grade 250
 Depreciation % 15
 Grnd Floor Area 200

Inclusions:

Roof Type
 Heat 1
 Heat Src 1

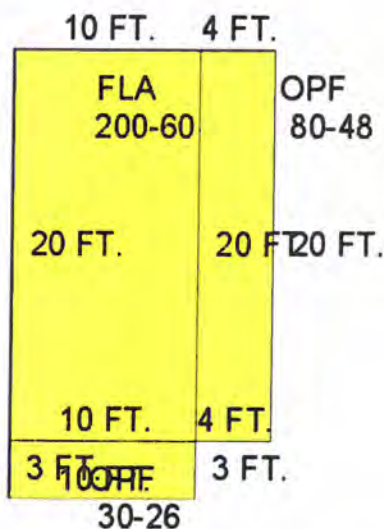
Roof Cover
 Heat 2
 Heat Src 2

Foundation
 Bedrooms 0

Extra Features:

2 Fix Bath 0
 3 Fix Bath 0
 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	FLA		1	2000					200
2	OPF		1	2000					80
3	OPF		1	2000					30

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	5616	1 STY STORE-D	100	N	N

Exterior Wall:

Interior Finish Nbr	Type	Area %
1542	METAL SIDING	100

Building 4 Details

Building Type	Condition A	Quality Grade 400
Effective Age 21	Perimeter 242	Depreciation % 26
Year Built 1983	Special Arch 0	Grnd Floor Area 3,240
Functional Obs 0	Economic Obs 0	

Inclusions:

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

Extra Features:

2 Fix Bath 1	Vacuum 0
3 Fix Bath 0	Garbage Disposal 0
4 Fix Bath 0	Compactor 0
5 Fix Bath 0	Security 0
6 Fix Bath 0	Intercom 0
7 Fix Bath 0	Fireplaces 0
Extra Fix 5	Dishwasher 0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA		1	1982					2,400
2	FLA		1	1982					840
3	DUF		1	1984					160
4	GBF		1	1984					800

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	5618	SERVICE SHOPS-B-	100	N	N
	5619	OFF BLDG-1 STY-B	100	N	Y

Exterior Wall:

Interior Finish Nbr	Type	Area %
1544	C.B.S.	26
1545	NO VALUE	74

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	UB2:UTILITY BLDG	48 SF	8	6	1989	1990	2	50
2	FN2:FENCES	2,400 SF	400	6	1998	1999	5	30
3	AC2:WALL AIR COND	2 UT	0	0	1999	2000	1	20
4	FN2:FENCES	300 SF	75	4	1999	2000	2	30
5	AP2:ASPHALT PAVING	48,342 SF	0	0	1982	1983	2	25
6	PT3:PATIO	2,400 SF	0	0	1982	1983	2	50
7	TK2:TIKI	114 SF	19	6	1984	1985	4	40
8	WD2:WOOD DECK	336 SF	0	0	1991	1992	3	40
9	FN2:FENCES	576 SF	96	6	1995	1996	2	30
10	AC2:WALL AIR COND	1 UT	0	0	1996	1997	1	20
11	PT2:BRICK PATIO	713 SF	23	31	1999	2000	2	50

Appraiser Notes

TPP 8944948 - RENTALS TPP 8525389 - RETAIL TPP 8976837 - HTM LLC (CONSTRUCTION)
2004-07-13 THE PLANNING BOARD GRANTED A ONE YEAR EXTENSION TO BUILD A SECOND STORY RESTAURANT AND BAR ABOVE THE WELCOME CENTER.SKI
ADJ LAND FROM 1.55AC TO 1.796AC(78259SQFT) PER OR2250-2269
DECLARATION OF AFFORDABLE HOUSING RESTRICTIONS, WHICH APPLIES TO THE 16 CONSTRUCTED RENTAL UNITS LOCATED AT THE REAR OF THE REAL PROPERTY LOCATED AT 1185 20TH ST
2003-05-28- BLDG. #1 CONCH TOUR TRAIN WELCOME CENTER BLDG. #2 1185 20TH. ST. 16 APT. BLDG. #3 RETAIL SHOP FRONT PARKING LOT BLDG. #4 HERTZ RENT-A-CAR
DEVELOPMENT AGREEMENT ENTERED INTO WITH THE CITY OF KEY WEST RECORDED IN OR2410-119/183 (CITY RES NO 09-059). OR2645-1406 DEVELOPMENT AGREEMENT OR2729-1706/1739DECLARATION OF COVENANTS, CONDITIONS AND EASEMENT PARCEL REFERRED TO AS LOT E CONCH TOUR TRAIN/WELCOME CENTER AND AFFORDABLE HOUSING

Building Permits

Bldg Number	Date Issued	Date Completed	Amount	Description	Notes
1	11-1126	04/14/2011	450	Commercial	WE WILL SET A 420 LB 10 GAL TANK AND SECURE TO PAD & RECONNECT EXISTING SYSTEM
1	11-3741	10/13/2011	3,890	Commercial	

								REPLACE A THREE (3) TON SPLIT SYSTEM WITH EXISTING POWER AND STAND
1	8941643	05/01/1994	11/01/1994	1,000	Commercial			REPAIR STOREFRONT WINDOWS
1	M942717	08/01/1994	11/01/1994	1,200	Commercial			3 TON AC
1	B932768	09/01/1993	11/01/1996	3,950	Commercial			INSTALL 4 BLOCK WALLS
1	B950274	01/01/1995	11/01/1996	96,000	Commercial			ADDITIONS
1	A950806	03/01/1995	11/01/1996	1,200	Commercial			ASPHALT SHINGLES
1	E951580	05/01/1995	11/01/1996	385	Commercial			MISCELLANEOUS/INSPECTION
1	B953460	10/01/1995	11/01/1996	5,900	Commercial			RENOVATIONS/STORAGE
1	E953647	10/01/1995	11/01/1996	600	Commercial			AMP SERVICE/INSPECTION
1	E953913	11/01/1995	11/01/1996	500	Commercial			AMP SERVICE/INSPECTION
1	P953955	11/01/1995	11/01/1996	9,500	Commercial			9 BATHROOM FIXTURES
1	E953735	11/01/1995	11/01/1996	1,000	Commercial			AC/LIGHTS
1	9500002	12/01/1995	11/01/1996	1	Commercial			ELECTRIC ONLY
1	9500056	12/01/1995	11/01/1996	1	Commercial			A/C
1	9600478	01/01/1996	11/01/1996	44,460	Commercial			RENOVATION,CONVERSION
1	9600877	02/01/1996	07/01/1996	22,580	Commercial			COMMERICAL CONVERSION
1	9601641	04/01/1996	07/01/1996	8,500	Commercial			COMMERICAL CONVERSION
1	9601818	04/01/1996	07/01/1996	7,000	Commercial			PLUMBING ONLY
1	9601882	05/01/1996	07/01/1996	3,000	Commercial			A/C
1	9602475	06/01/1996	07/01/1996	3,600	Commercial			ELECTRIC ONLY
1	9602395	06/01/1996	07/01/1996	400	Commercial			SIGN
1	9602886	07/01/1996	07/01/1996	2,000	Commercial			SIGN APPLICATION
1	9602887	07/01/1996	07/01/1996	300	Commercial			SIGN APPLICATION
1	9701865	06/01/1997	08/01/1997	6,000	Commercial			REPL SIDING REAR 2ND STOR
1	9701761	07/16/1997	08/29/1999	640,000	Commercial			16 NEW ONE UNIT BEDROOMS
1	9803671	11/17/1998	06/29/1999	25,000	Commercial			OIL INTERCEPTER
1	9801260	04/21/1998	06/29/1999	5,000	Commercial			STOCKADE FENCE
1	02-3005	11/25/2002	12/31/2002	1,250	Commercial			REPLACE SEWER LINE
1	02-2750	01/13/2003	01/31/2003	2,400	Commercial			INSTALL HOOD
1	02-2608	09/24/2002	11/15/2002	1,500	Commercial			PLUMBING
1	00-1013	05/03/2000	11/15/2002	3,000	Commercial			FENCE
1	05-3217	08/02/2005	08/07/2006	2,469	Commercial			REPLACE SIDING AND TRIM
1	05-4773	10/31/2005	08/07/2006	160	Commercial			HURRICANE WILMA DAMAGE DRI-IN 4 SQS ROOFING

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
2015	1,592,263	72,782	2,252,451	3,917,496	2,596,172	0	3,917,496
2014	1,592,263	67,132	700,762	2,360,157	2,360,157	0	2,360,157
2013	1,666,977	68,218	700,762	2,435,957	2,435,957	0	2,435,957

2012	1,666,977	69,890	700,762	2,437,629	2,437,629	0	2,437,629
2011	1,737,150	71,389	1,902,069	3,710,608	3,710,608	0	3,710,608
2010	1,737,150	72,850	2,065,400	3,875,400	3,630,000	0	3,875,400
2009	1,748,955	74,609	2,464,363	3,600,000	3,300,000	0	3,600,000
2008	1,748,955	76,126	2,464,363	3,000,000	3,000,000	0	3,000,000
2007	1,283,080	77,685	3,285,818	4,646,583	4,646,583	0	4,646,583
2006	1,319,239	68,887	1,687,950	3,076,076	3,076,076	0	3,076,076
2005	1,366,531	70,017	1,350,360	2,786,908	2,786,908	0	2,786,908
2004	1,388,544	71,126	1,097,168	2,556,838	2,556,838	0	2,556,838
2003	1,388,544	72,358	1,097,168	2,558,070	2,558,070	0	2,558,070
2002	1,172,271	132,282	1,097,168	2,401,721	2,401,721	0	2,401,721
2001	1,172,271	135,604	945,252	2,253,127	2,253,127	0	2,253,127
2000	1,169,934	72,943	818,400	2,061,277	2,061,277	0	2,061,277
1999	434,285	68,211	818,400	1,320,896	1,320,896	0	1,320,896
1998	290,200	70,363	818,400	1,178,963	1,178,963	0	1,178,963
1997	290,200	73,647	818,400	1,182,247	1,182,247	0	1,182,247
1996	154,866	77,157	744,000	976,023	976,023	0	976,023
1995	154,866	80,791	744,000	979,657	979,657	0	979,657
1994	154,866	85,028	744,000	983,894	983,894	0	983,894
1993	154,866	88,663	744,000	987,529	987,529	0	987,529
1992	154,866	90,882	744,000	989,748	989,748	0	989,748
1991	152,282	94,456	943,600	1,190,338	1,190,338	0	1,190,338
1990	152,364	98,653	674,000	925,017	925,017	0	925,017
1989	152,364	102,225	674,000	928,589	928,589	0	928,589
1988	145,097	83,694	606,600	835,391	835,391	0	835,391
1987	141,832	86,331	337,200	565,363	565,363	0	565,363
1986	103,004	88,856	337,200	529,060	529,060	0	529,060
1985	99,841	91,480	225,223	416,544	416,544	0	416,544
1984	96,888	94,654	236,373	427,915	427,915	0	427,915
1983	48,319	4,094	236,373	288,786	288,786	0	288,786
1982	42,096	4,094	236,373	282,563	282,563	0	282,563

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
4/14/2016	2793 / 56	500,000	WD	43
11/6/2006	2250 / 2269	5,000,000	WD	Q
6/1/1983	884 / 1974	400,000	WD	Q
4/1/1983	880 / 1977	24,800	WD	Q

This page has been visited 158,836 times.

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

Deed

Doc# 2072691 04/21/2016 3:05PM
Filed & Recorded in Official Records of
MONROE COUNTY ANY HEAVILIN

04/21/2016 3:05PM
DEED DOC STAMP CL: Krys \$3,500.00

Doc# 2072691
Bk# 2793 Pg# 56

THIS INSTRUMENT WAS
PREPARED BY:
PENELOPE P. CAMPBELL
JENNER & BLOCK LLP
353 NORTH CLARK STREET
CHICAGO, ILLINOIS 60654

AFTER RECORDING RETURN TO:
LATHAM & WATKINS LLP
330 NORTH WABASH AVENUE, SUITE 2800
CHICAGO, ILLINOIS 60611
ATTN: GARY E. AXELROD, ESQ.

Tax Parcel (Folio) Number: **00064950-000000**

Above Space for Recorder's Use Only

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and entered into this 14th day of April, 2016, by **JLW KEY WEST 1, LLC**, a Florida limited liability company, having an address of c/o JL Woode Ltd., LLC, 35 E. Wacker Drive, Suite 3300, Chicago, IL 60601 ("**Grantor**"), for the benefit of **SE KEY WEST OWNER VII, L.P.**, a Delaware limited partnership, having a mailing address of c/o Rockpoint Group, LLC, Woodland Hall at Old Parkland, 3953 Maple Avenue, Suite 300, Dallas, Texas 75219 ("**Grantee**").

(Which terms "Grantor" and "Grantee" shall include singular and plural and shall include their respective successors, legal representatives, heirs and assigns where the context requires or permits.)

WITNESSETH

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto said Grantee, all that tract or parcel of land lying and being in Monroe County, Florida, being more particularly described on Exhibit A attached

hereto and by this reference made a part hereof, together with any and all plants, trees, timber, shrubbery, improvements and fixtures located thereon or attached thereto, and all rights, easements, licenses and benefits appurtenant thereto (hereafter referred to as the "**Property**") subject only to those matters set forth on Exhibit B attached hereto and by this reference made a part hereof (hereinafter referred to as the "**Permitted Exceptions**").

TO HAVE AND TO HOLD the Property with all and singular rights, members and appurtenances thereto, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behalf of the Grantee forever in FEE SIMPLE.

AND GRANTOR will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, under or through Grantor, but not otherwise, subject only to the Permitted Exceptions.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

SITE E

Doc# 2072691
Bk# 2793 Pg# 59

Parcel 4 (Site E (Conch Tour Train/Welcome Center and Affordable Housing)):

A parcel of land on the Island of Key West, Monroe County, Florida, and being described by metes and bounds as follows;

Commence at the Northeast corner of Parcel 2, according to the Plat thereof as recorded in Plat Book 3, at Page 35, of the Public Records of said Monroe County, Florida, thence South 33° 07' 56" West, a distance of 7.59 feet to the Point of Beginning; thence continue South 33° 07' 56" West, a distance of 613.04 feet to the Northeasterly right of way line of Northside Drive as existing and constructed, and a point on a curve to the right, having a radius of 438.06 feet, a central angle of 13° 20' 33", a tangent length of 51.24 feet, a chord bearing of South 41° 39' 37" East and a chord length of 101.78 feet; thence along the arc of said curve, an arc length of 102.01 feet to the end of said curve, thence North 37° 37' 40" East, a distance of 646.24 feet to the Southwesterly right of way line of North Roosevelt Boulevard (State Road No. 5) and a point on a curve to the left, having a radius of 524.51 feet, a central angle of 14° 58' 17", a tangent length of 68.92 feet, a chord bearing of North 57° 59' 55" West, and a chord length of 136.66 feet; thence along the arc of said curve, an arc length of 137.05 feet to the end of said curve; thence North 65° 16' 67" West, a distance of 12.37 feet back to the Point of Beginning.

Tax Parcel (Folio) Number: **00064950-000000**

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2016 and subsequent years, which are not yet due and payable.
2. State Law under Chapter 76-190 and Chapter 22F8.02 of the Florida Administrative Code for Land Planning for the Florida Keys Area of Critical Concern recorded in Official Records Book 668, Page 43, and Final Judgment recorded in Official Records Book 1788, Page 1257, of the Public Records of Monroe County, Florida.
3. City of Key West Area of Critical State Concern, Rule 27F-15 of the Florida Administrative Code, adopted by the Administration Commission pursuant to Section 380.05, Florida Statutes, on February 7, 1984, effective February 28, 1984 recorded in Official Records Book 906, Page 200, of the Public Records of Monroe County, Florida.
4. City Ordinance No. 81-43 and Amendment 82-5 thereof, which provides for the assessment and collection of waste in the City of Key West, Monroe County, Florida.
5. Code of Ordinances of the City of Key West, Section 74, which provides for the assessment and collection of sewer charges.
6. Easement to the City of Key West, Florida recorded in Official Records Book 179, Page 29, of the Public Records of Monroe County, Florida.
7. Easement to the Utility Board of the City of Key West, Florida recorded in Official Records Book 218, Page 6, of the Public Records of Monroe County, Florida.
8. Reservations in favor of the Trustees of the Internal Improvement Fund of the State of Florida contained in Deed recorded in Deed Book G-45, Page 323, of the Public Records of Monroe County, Florida, as to all fissionable material; an undivided three-fourths (3/4th) interest in all phosphate, minerals and metals; an undivided one-half (1/2) interest in all petroleum.

NOTE: The right of entry and exploration running with the above reservation of an interest in phosphate, minerals, metals and/or petroleum has been released by Florida Statute 270.11 (2).
9. Covenants and conditions set forth in Special Warranty Deed recorded in Official Records Book 884, Page 1974, of the Public Records of Monroe County, Florida.

10. Agreement for Grant of Easement in favor of TCI Cablevision of Florida, Inc. as recorded in Official Records Book 1731, Page 2450, of the Public Records of Monroe County, Florida.
11. Easement Agreement in favor of the City of Key West, recorded in Official Records Book 1778, Page 196, of the Public Records of Monroe County, Florida, and shown on the survey prepared by Island Surveying, Inc., dated June 27, 2006, last revised April 21, 2014, and designated as DWN No. 14-165-W.
12. Easement to Marjean, Inc. recorded in Official Records Book 190, Page 550, of the Public Records of Monroe County, Florida.
13. Declaration of Affordable Housing Restrictions recorded in Official Records Book 2427, Page 279, and Consent, Non-Disturbance and Subordination Agreement recorded August 13, 2009 in Official Records Book 2427, Page 286, of the Public Records of Monroe County, Florida.
14. Amended and Restated Development Agreement for The key West Hotel Collection by and between JLW Key West 1, LLC, a Florida limited liability company; JLW Key West 2, LLC, a Florida limited liability company, JL Key West II, LLC, a Florida limited liability company; RFA Key West II, LLC, a Florida limited liability company; JRC Key West Hotel, LLC, an Illinois limited liability company; RFA Key West LLC, an Illinois limited liability company; AVA Key West LLC, an Illinois limited liability company; and JL Key West LLC, an Illinois limited liability company (Collectively, as "Owners") and the City of Key West recorded August 19, 2013, in Official Records Book 2645, Page 1406, of the Public Records of Monroe County, Florida.
15. Non-Exclusive License Agreement with Buggy Bus, Inc., a Florida corporation and Conch Tour Train, Inc. a Florida corporation, as licensees, recorded November 9, 2006 in Official Records Book 2250, Page 2385, of the Public Records of Monroe County, Florida.
16. Declaration of Covenants, Conditions, and Easements recorded March 16, 2015 in Official Records Book 2729, Page 1706.

**Notice of Partial Assignment and Assumption of
Development Agreement**

June 8, 2016

VIA OVERNIGHT DELIVERY

Planning Director
City of Key West
3140 Flagler
Key West, FL 33040

City Manager and City Attorney
City of Key West
P.O. Box 1409
Key West, FL 33041-1409

Re: Notice of Partial Assignment and Assumption of Development Agreement (Site E
– 3840 North Roosevelt Boulevard, Key West, Florida)

Sir or Madam:

Please allow this to serve as the Owners' notice of partial assignment and assumption of rights created pursuant to that certain Amended and Restated Development Agreement for the Key West Hotel Collection (the "Development Agreement"), among the City of Key West, Florida (the "City"), and various affiliated entities, which relates to property described in the Development Agreement as Site E, with a mailing address of 3840 North Roosevelt Boulevard (the "Property").

In connection with the sale and purchase of the Property:

(i) the Owner of Site E (namely, JLW Key West 1, LLC, a Florida limited liability company) has assigned its rights and obligations under the Development Agreement with respect to Site E to SE Key West Owner, VII, L.P., a Delaware limited partnership (referred to as the "Site E Assignee"), which the Site E Assignee has agreed to assume.

The Site E Assignee will hereinafter be considered as the Owner of Site E, and for purposes of future notification under Section 20 of the Development Agreement, notice should be provided as follows:


To the OWNER of Site E – 3840 North Roosevelt Boulevard:

SE KEY WEST OWNER VII, L.P.,
c/o Rockpoint Group, LLC
Woodlawn Hall at Old Parkland
3953 Maple Avenue, Suite 300
Dallas, Texas 75219
Attn: Ron Hoyl
Email: rhoyl@rockpointgroup.com

With a copy by regular U.S. Mail to:
Latham & Watkins LLP
330 North Wabash Avenue, Suite 2800
Chicago, Illinois 60611
Attn: Gary E. Axelrod, Esq.
Email: gary.axelrod@lw.com

At this time, all six sites subject to the Development Agreement have been assigned to, and assumed by, their new owners, concluding this round of assignments. Thank you very much and please let me know if you have any questions.

Very truly yours,


Kerri L. Barsh

KLB/va

Development Agreement

Prepared by and, after recording,
return to:

Sherry A. Spiers, Esq.
Greenberg Traurig, P.A.
101 East College Avenue
Tallahassee, FL 32301
Telephone: (850) 222-6891

Doc# 1739689
Bk# 2410 Pg# 121

Parcel ID Numbers 00064950-000000,
00065550-000000, 00065530-000000,
00065540-000000, 00065060-000000,
and 00064949-000000

**DEVELOPMENT AGREEMENT FOR
THE KEY WEST RESORT AND CONFERENCE CENTER**

THIS DEVELOPMENT AGREEMENT is entered into by and between JRC Key West Hotel, LLC, an Illinois limited liability company; RFA Key West LLC, an Illinois limited liability company; RFA Key West II, LLC, a Florida limited liability company; AVA Key West, LLC, an Illinois limited liability company; JL Key West LLC, an Illinois limited liability company; JL Key West II, LLC, a Florida limited liability company; SH 6, Inc., a Florida corporation; SH 8 LLC, a Florida limited liability company; JLW Key West 1, LLC, a Florida limited liability company; and JLW Key West 2, LLC, a Florida limited liability company (herein collectively referred to as the "Owner"), and the CITY OF KEY WEST, a Florida municipal corporation (herein the "City") (collectively the "Parties"), pursuant to Sections 90-676 through 90-692 of the City Code, and the Florida Local Government Development

Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2007), and is binding on the "Effective Date" set forth herein.

Doc# 1739689
Bk# 2410 Pg# 122

WITNESSETH:

WHEREAS, the Owner is the owner of six (6) contiguous properties located at 3800, 3820, 3824, 3840, 3850 and 3852 North Roosevelt Boulevard, and dwelling units at 1185 20th Street in the City of Key West, comprising approximately 17 acres, more particularly described in the legal descriptions attached hereto as Composite Exhibit "A" and incorporated herein (the "Property"); and

WHEREAS, the Property is designated General Commercial under the City's Comprehensive Plan and land development regulations and is developed with the following uses: the Days Inn (134 transient units), the Holiday Inn Key Wester (147 transient units), the Comfort Inn (100 transient units), the Radisson Inn (145 transient units) (cumulative total 526 keys), and also includes the Conch Tour Train and Visitor Center, the Waffle House, In Kahoots Restaurant, the former El Maison de Pepe Restaurant, two (2) market rate residential units, and sixteen (16) studio rental dwelling units; and

WHEREAS, the Owner proposes to redevelop the Property with a 525-key facility which may include up to 33 two-bedroom two-bath fractional ownership units, and up to 21 three-bedroom three bath residential units with one-bedroom/one bath lockouts (each with two transient licenses, total of 42 keys), a spa, swimming pools, hotel restaurant and bar, a conference center with 20,500 square feet of meeting space, 21,000 square feet of retail space, a

themed restaurant and bar with 7,000 square feet of consumption space (250 seats), a transit center, and fifty (50) affordable work force housing units (the "Redevelopment Plan"); and

WHEREAS, on March 7, 2007, the City Commission, in its capacity as the Board of Adjustment, approved Resolution No. 07-083 granting a variance to the off-street parking regulations in the City Code for the redevelopment of the Property described in the Redevelopment Plan; and

WHEREAS, on March 15, 2007, the Planning Board adopted and approved Resolution No. 2007-006 approving a Major Development Plan and Conditional Use application for the redevelopment of the Property described in the Redevelopment Plan; and

WHEREAS, on May 1, 2007, the City Commission approved Resolution No. 07-164 granting Major Development Plan and Conditional Use approval for the redevelopment of the Property described in the Redevelopment Plan; and

WHEREAS, the Owner and the City have concluded that it is appropriate to enter into this Development Agreement for redevelopment of the Property instead of extending the Major Development Plan, Conditional Use and variance approvals for the Redevelopment Plan; and

WHEREAS, pursuant to Sections 90-678 and 90-679 of the City Code, and after consultation with the City Planning Department, the Owner requested that the City Commission grant preliminary approval to enter into this Development Agreement in lieu of extending the previously-approved Major Development Plan, Conditional Use and variance approvals for the Key West Resort project; and

WHEREAS, at its meeting on May 6, 2008, the City Commission adopted Resolution No. 08-132 authorizing the Owner to move forward with a development agreement for redevelopment of the Property; and

WHEREAS, the City has held public hearings to accept and encourage public input with respect to this Development Agreement, and has considered such public input; and

WHEREAS, the City has provided public notice of the parties' intent to consider entering into this Development Agreement by publishing an advertisement in a newspaper of general circulation and readership in the City and mailing notice to the persons and entities shown on the most recent Monroe County Tax Roll to be the owners of property lying within 500 feet of the boundaries of the Property subject to this Agreement; and

WHEREAS, the City Planning Board held an advertised public hearing on January 15, 2009, and issued a recommendation to the City Council; and

WHEREAS, the City Council held an advertised public hearing on March 3, 2009, to consider the Development Agreement, and received and considered the comments and recommendations of the City staff, the Planning Board, and members of the public; and

WHEREAS, the City has determined that the Redevelopment Plan is consistent with the City's Comprehensive Plan and land development regulations and is compatible with surrounding land uses; and

WHEREAS, the City has determined that this Development Agreement is in the public interest and will further the health, safety and welfare of the residents of the City of Key West.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. RECITALS. The recitals set forth in the preceding "Whereas" clauses are incorporated herein and form a material part of this Agreement.

B. DEFINITIONS. For the purposes of this Development Agreement, the following terms shall have the following meanings. Terms not defined in this Development Agreement shall be as defined in the City Code, Chapter 163, Florida Statutes, or, if not defined in the Code or statute, shall be understood according to their usual and customary meanings.

1. "Affordable work force housing" means housing as defined in Sections 122-1465 through 122-1467 of the City Code.

2. "Building permit allocation" means a residential permit allocation under Division 3 of Article X of the City Code.

3. "City Code" means the Code of Ordinances of the City of Key West in effect on the Effective Date of this Development Agreement.

4. "Comprehensive Plan" means the City's Comprehensive Plan in effect on the Effective Date of this Development Agreement.

5. "Development", "Redevelopment" or "Redevelopment Plan" shall refer to the redevelopment of the Property for the uses, densities and intensities permitted by this Development Agreement, subject to the conditions, obligations, restrictions and terms contained herein.

6. "Effective Date" shall refer to the date this Development Agreement becomes effective, as set forth in herein.

7. "ESFU" is an abbreviation for Equivalent Single Family Unit factor as defined in Future Land Use Element Policy 1-3.12.3 in the City's Comprehensive Plan and Section 108.1057 of the City Code.

8. "Fractional ownership unit" or "timeshare" means a transient unit which is an accommodation of a timeshare plan, as defined in Section 721.05, Florida Statutes, and is divided into use periods of less than one year.

9. "Lockout" means a bedroom/bath combination in a unit that can be separately locked and keyed from the exterior of the premises or from a common hallway, foyer, or other common area to form a separate transient unit that can be held out to the public as distinct sleeping quarters for overnight lodging or for lodging for a longer period of time.

10. "Property" shall refer to the six (6) adjacent parcels described in Composite Exhibit "A" that are the subjects of this Development Agreement.

11. "Public facilities" means those facilities identified in Section 163.3221, Florida Statutes (2007).

C. TERMS OF AGREEMENT.

1. Legal Description; Ownership and Equitable Interests in the Property.

The legal description of the Property subject to this Development Agreement is attached hereto as Composite Exhibit "A" and incorporated herein by reference. The Owners of the Property as of the date of execution of this Development Agreement are JLW Key West I, LLC, a Florida

limited liability company; JLW Key West 2, LLC, a Florida limited liability company; SH 6, Inc., a Florida corporation; SH 8 LLC, a Florida limited liability company; JRC Key West Hotel, LLC, an Illinois limited liability company; AVA Key West, LLC, an Illinois limited liability company; JL Key West LLC, an Illinois limited liability company; J L Key West II, LLC, a Florida limited liability company; RFA Key West LLC, an Illinois limited liability company; and RFA Key West II, LLC, a Florida limited liability company. There are no other legal or equitable owners of the Property known to the parties to this Development Agreement.

2. **Unity of Title, Master Declaration.** A unity of title, master declaration, or other appropriate instrument for the six (6) parcels comprising the Property shall be executed upon issuance of building permits for the redevelopment authorized by this Development Agreement. The purpose of the unity of title, master declaration, or other appropriate instrument is to aggregate the parcels so they are considered to be one development parcel for purposes of the Redevelopment Plan and this Agreement. However, the unity of title, master declaration or other appropriate instrument shall not preclude the sale of components of the project, including timeshares and condominium sales, to other owners. The unity of title, master declaration or other appropriate instrument shall be in a form acceptable to the City Attorney and shall be recorded by the Owner in the public records of Monroe County, Florida. The Owner shall provide a copy of the unity of title or other appropriate instrument to the City Planning Department for review prior to recordation. The Owner shall provide a copy of the recorded unity of title, master declaration, or other appropriate instrument showing the book and page where recorded to the City Attorney and the City Planning Department upon recordation.

3. **Duration of Agreement; Renewal.** This Development Agreement shall remain in effect for a period of ten (10) years, commencing on the Effective Date set forth below. This Development Agreement may be renewed or extended as provided herein.

4. **Existing Development.** The Property consists of the following development located in the City of Key West at the following physical addresses:

Days Inn Property	3852 North Roosevelt Boulevard
Holiday Inn Key Wester Property	3850 North Roosevelt Boulevard
Conch Train Property	3840 North Roosevelt Boulevard
Comfort Inn Property	3824 North Roosevelt Boulevard
Radisson Property	3820 North Roosevelt Boulevard
Old Town Property	3800 North Roosevelt Boulevard
16 Studio Rental Units	1185 20 th Street (affordable)

The existing development consists of the Days Inn (134 transient units, each 0.58 ESFU), the Holiday Inn Key Wester (147 transient units, each 0.58 ESFU), the Comfort Inn (100 transient units, each 0.58 ESFU), the Radisson Inn (145 transient units, each 0.58 ESFU) (cumulative total 526 keys and 305 transient ESFU), and also includes the Conch Tour Train and Visitor Center, the Waffle House, In Kahoots Restaurant, the former El Maison de Pepe Restaurant, two (2) market rate residential units (total 2.0 ESFU), and sixteen (16) studio affordable rental dwelling units less than 600 s.f. in size (each 0.55 ESFU, total 8.85 ESFU).

5. **Redevelopment Plan.**

a. **Uses, Densities and Intensities.** The Property may be redeveloped with the following uses at the densities and intensities identified below:

- 525 transient units that may include up to (and including) 33 two-bedroom two-bath fractional ownership units, and up to (and including) 21 three-bedroom three bath residential units with one-bedroom/one bath lockouts (each three-bedroom unit holding two transient licenses, total of 42 keys,

0.58 ESFU per key). With lockouts, each of the 21 residential units will consist of one two-bedroom two-bath unit, and one one-bedroom one-bath lockout unit, each with a transient license and each of which may be rented as one transient unit.

- The 21 residential units may be used as a single transient unit or as two transient units, or may be occupied by their owners as permanent residential dwelling units,
- spa,
- swimming pools,
- hotel restaurant and bar (8,615 square feet of consumption space),
- 50 affordable work force housing units (32 units 600 square feet or smaller, each 0.55 ESFU, and 18 units larger than 600 s.f., each 1.0 ESFU, total 35.6 ESFU), deed restricted as affordable work force housing as provided below,
- a conference center with 20,500 square feet of meeting space, together with all customary ancillary uses required for the operation of the redevelopment, including back of house, laundry, kitchens, and offices,
- 21,000 square feet of retail space,
- a themed restaurant and bar with 7,000 square feet of consumption space (250 seats),
- a transit center, and
- 889 parking spaces (816 existing spaces, 89 bicycle parking spaces, 25 scooter spaces, and valet parking as described in the parking variance granted for the Property under City Resolution No. 07-083, attached as Exhibit "C").

b. Screening from Adjacent Residential Uses. The redevelopment authorized by this Development Agreement shall be screened from adjacent residential areas. The Owner shall install a wall a minimum of six (6) feet in height between the Property and

adjacent residential areas, as depicted on the Conceptual Site Plan, and shall provide a heavily vegetated buffer adjacent to the fence, consistent with the buffer requirements in the City Code.

c. **Building Permit Allocations.** The Redevelopment Plan includes the redevelopment of 525 existing transient units, two market rate residential units, and 16 existing affordable work force housing units that are not subject to the requirement to obtain building permit allocations pursuant to City Comprehensive Plan Policy I-3.12.1 and City Code Section 108-991. The City shall provide the Owner with the 19.6 affordable residential building permit allocations required for development of the additional affordable work force housing units included in the Redevelopment Plan at the time the City issues building permits for the affordable work force housing units.

6. **Conceptual Site Plan; Minor Revisions.**

a. The Redevelopment Plan approved by this Development Agreement is depicted on the Conceptual Site Plan for the Key West Resort dated April 1, 2007, prepared by Nichols, Brosch, Wurst, Wolfe & Associates, Inc., attached hereto as Exhibit "B" and incorporated herein. The Conceptual Site Plan is hereby approved by the City Commission, and all subsequent site plans, site plan approvals and building permits shall substantially comply with the Conceptual Site Plan; provided, however, that the final site plan may deviate from the Conceptual Site Plan (1) to accommodate refinements to the Redevelopment Plan made by the Owner, including minor shifts in the locations of structures, roadways, pathways, and swimming pool configuration; (2) to change the type and number of transient residential dwelling units, so long as the maximum density set forth in this Agreement is not exceeded; or (3) to accommodate

modifications that are necessary to meet regulatory requirements of the Florida Department of Transportation or other regulatory entity.

b. The Planning Director may approve minor modifications to the Conceptual Site Plan consisting of a reduction in building size, reduction in impervious area, expansion of landscaping, revisions to enhance storm water management, landscaping, handicapped accessibility or utilities, and similar modifications as authorized by City Code Section 108-91.C.1. and D. Other modifications to the approved Conceptual Site Plan, including modifications to ensure consistency with Florida Department of Transportation (FDOT) plans to improve the U.S. 1 / North Roosevelt Boulevard intersection as provided in Section 9 of this Agreement, shall be approved as either minor or major modifications pursuant to City Code Section 108-91.C.2-4, or during site plan review.

7. **Phasing.** The Redevelopment Plan may be developed in one or more phases within the timeframes established in this Agreement.

8. **Affordable Work Force Housing; Timing of Development; Deed Restriction.** As part of the Redevelopment Plan, the Owner shall develop fifty (50) affordable work force housing units, 32 of which will be 600 square feet or less in size and 18 of which may be greater than 600 square feet in size, subject to the following conditions:

a. Certificates of occupancy for the affordable work force housing units shall be issued prior to or concurrent with the issuance of a certificate of occupancy for any other part of the Redevelopment.

b. The Owner shall place a deed restriction on the affordable work force housing units, in a form acceptable to the City Attorney, which shall restrict the use of the units to affordable work force housing for a period of fifty (50) years. The City may extend the period of the deed restriction for an additional fifty (50) years pursuant to City Code Section 122.1467(d). The effective date of the restrictive covenant or covenants shall be the date the certificate of occupancy is issued for the affordable work force housing unit(s). The restrictive covenant(s) shall be recorded in the public records of Monroe County, Florida. The Owner shall provide a copy of each recorded restrictive covenant showing the book and page where recorded to the City Planning Department as soon after recordation as is reasonably practical. A restrictive covenant recorded pursuant to this Development Agreement shall supersede or replace any then-existing restrictive covenant for the 16 existing affordable work force housing units on the Property, so that those units or replacement units are subject to only one restriction to use as affordable work force housing.

c. Affordable work force housing may include low income, median income, moderate income and middle income housing. The number of affordable work force housing units devoted to each qualifying income level shall comply with City Code Section 122.1467 and shall be determined at the time of issuance of certificates of occupancy based on project employee needs at the time the affordable work force housing is available for occupancy.

d. The Owner shall provide the City a phasing schedule and plan for the displacement or relocation of residents of the 16 existing work force housing units on the Property. The phasing schedule and plan shall consist of or include reasonable notice to tenants

to vacate the units prior to redevelopment, the Owner's reasonable best efforts to assist tenants in locating other affordable housing, and providing the existing tenants with a first option to rent the new affordable work force housing units constructed as part of the Redevelopment Plan if their whereabouts are known or can be readily ascertained.

9. Traffic Flow; Coordination Regarding Transit Facility.

a. All entrances and exits to the Property from and to North Roosevelt Boulevard shall be completed prior to the issuance of certificates of occupancy for any structure. The service road access locations at both ends of the Property shall have curb cuts that permit both ingress and egress. The main driveway in front of the Conference Center shall allow right and left turning movements. All other curb cuts shall be one way with all exits to be right turn only onto North Roosevelt Boulevard.

b. The parties recognize that FDOT has plans to resurface the intersection of U.S. 1 and North Roosevelt Boulevard in the City. The Owner shall coordinate the traffic flow for the project with FDOT to ensure that, at the time the Owner seeks a permit for redevelopment of the Property, the proposed transit facility and main entrance into the Project are consistent with the FDOT U.S. 1 / North Roosevelt Boulevard intersection improvement plan.

c. The Owner shall coordinate with City Staff during the process of obtaining FDOT's approval of the traffic related improvements described above.

d. The Owner and the City shall enter into a collaborative dialog to explore the feasibility of a public-private partnership for use of all or part of the transit facility for public as well as private use. This provision is not a condition precedent to the Owner developing the

Property under the Redevelopment Plan but reflects the parties' intent to voluntarily explore options that are financially feasible to the Owner to maximize the public and private benefits of the Redevelopment Plan.

10. Form of Ownership of Property; Prohibition on Use of Hotel and Timeshare Units as Permanent Residences.

a. Condominium, cooperative, timeshare, or similar form of ownership of all or a portion of the Property, and the submission of the Property to the condominium, cooperative, timeshare or similar form of ownership (and recordation of a corresponding declaration of condominium or similar instrument), or the sale of individual transient residential dwelling units, shall not be prohibited and is consistent with terms and provisions of the City's Comprehensive Plan, City Code, and this Development Agreement.

b. The 21 residential units allowed on the Property may each be used as one or two transient units (each residential unit having a total 1.16 ESFU) or may be used by their owners for permanent occupancy. The hotel and timeshare transient units shall not be used as permanent residences. Timeshare contracts, declarations of condominium, or other similar documents related to the hotel and timeshare units shall include a provision prohibiting the use of such units as permanent residences unless a change of use is authorized by the City Commission. A copy of the timeshare contract, declaration of condominium, or other similar document shall be provided to the Planning Department for review of this use restriction prior to filing or recording.

11. Additional Development Conditions. The following additional conditions, terms, restrictions, and other requirements have been determined by the City of Key West to be necessary for the public health, safety, and welfare of its citizens:

a. **Fire Safety.** The Redevelopment Plan shall include a minimum of five (5) fire hydrants and five (5) fire wells. In addition, all units on the Property (transient and non-transient) shall include sprinklers.

b. **Timing of permit applications.** Prior to submitting a building permit application to the City, the Owner shall secure all necessary permits from state, regional and federal agencies, including but not limited to the South Florida Water Management District and the Florida Department of Transportation; and shall also secure any necessary permits or authorizations from the City of Key West Utilities.

c. **Fair Housing Requirements.** All units (non-transient and transient) shall comply with applicable state and federal fair housing act and ADA requirements for accessibility.

d. **Signage.** A Signage Plan will be submitted to the City Planning Department for approval prior to the issuance of building permits for the Redevelopment.

e. **Valet Parking.** Valet parking for the hotel shall be provided throughout the life of the Redevelopment.

f. **Building Heights.** Building heights shall not exceed 40 feet as allowed in the General Commercial zoning regulations applicable to the Property.

g. **Site Design.** The redevelopment of the Property shall be consistent with all bulk and site design requirements in the City Code, including but not limited to floor area ratios, open space, setbacks and buffering, lighting, landscaping, and stormwater management.

h. **Impact Fees.** The developer shall pay impact fees according to the City's impact fee ordinance applicable to all development in the City of Key West. However, the Owner shall not seek a reduction in impact fees under Ordinance No. 09-03 if it pulls permits within 18 months from the effective date of Ordinance No. 09-03.

i. **Additional Conditions by Mutual Agreement.** Nothing in this Agreement shall preclude the parties from applying additional conditions, by mutual agreement, during final site plan review or permitting.

j. **LEED Certification.** The Owner shall use its best efforts to seek the highest Leadership in Energy and Environmental Design ("LEED") certification possible for the Key West Resort Project.

12. **Annual Progress Reports.** Pursuant to City Code Section 90-688(b), the Owner shall provide the City Planning Department an annual progress report indicating all activities and achievements since the execution of the development agreement and, if applicable, since the previous periodic report.

13. **Public Facilities.** The public facilities that are required and that will service the Redevelopment authorized by this Development Agreement, who shall provide the facilities, the date new facilities, if any, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of development are as follows:

- a. Domestic potable water is provided by Florida Keys Aqueduct Authority.
- b. Electric service is provided by Keys Energy.
- c. Solid waste service is provided by City of Key West Waste Management.
- d. Wastewater treatment shall be provided by City of Key West.
- e. Fire service will be provided by the City of Key West Fire Department.
- f. All public facilities identified above are available as of the date of this

Development Agreement and are projected to be available concurrent with the impacts of the Redevelopment.

g. Schools: Adequate school facilities are anticipated to serve any students who may reside in the 34 additional affordable work force housing units developed under the Redevelopment Plan.

h. Recreational facilities: the Redevelopment Plan provides for on-site amenities for owners and guests of the Resort; adequate City facilities exist to serve the residents of the 34 additional affordable work force housing units to be developed under the Redevelopment Plan.

14. All Permits Approved or Needed.

a. The City granted the Owner Major Development Plan and Conditional Use approval by City Commission Resolution No. 07-164 dated March 15, 2007, for the redevelopment approved by this Agreement, which said approval is attached hereto as Exhibit "D". The only City development approvals needed for the redevelopment authorized by this Agreement are building permits.

b. No further review or discretionary review will be required by the City, it being agreed that the redevelopment, as depicted on the approved Conceptual Site Plan attached hereto, requires only the above development approvals so long as the final site plan substantially complies with the Conceptual Site Plan approved under this Development Agreement.

c. The following regional, state and federal permits are needed for the development authorized by this Development Agreement.

1. Florida Department of Transportation permits for curb cuts on North Roosevelt Boulevard.

2. Storm water permit from the South Florida Water Management District.

3. Potentially an Army Corps of Engineers permit for the relocation of the City's storm water outflow facilities within the boundaries of the Property.

d. Nothing in this Development Agreement shall be deemed to obviate the Owner's compliance with terms and provisions of each required approval.

15. Mutual Cooperation. The City agrees to cooperate with the Owner in timely providing or granting all permits, licenses, approvals, or consents necessary or appropriate to fully implement this Development Agreement. The City and the Owner agree to cooperate fully with and assist each other in the performance of the provisions of this Development Agreement.

16. Redevelopment to Comply with Permits and City Comprehensive Plan and Code Provisions. The Redevelopment described in and authorized by this Development Agreement shall be developed in accordance with all required permits, and in accordance with

all applicable provisions of the City's Comprehensive Plan and City Code in effect on the date of execution of this Agreement. No certificate of occupancy for an individual building shall be issued until all plans for that building are approved by the City and the Owner has complied with all conditions in permits issued by the City and other regulatory entities for that building.

17. Finding of Consistency. The City finds that the redevelopment authorized herein is consistent with the City's Comprehensive Plan and land development regulations in effect on the date of execution of this Development Agreement.

18. Compliance With Permits, Terms, Conditions, and Restrictions Not Identified Herein. The failure of this Development Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

19. Laws Governing.

a. For the duration of this Development Agreement, all approved redevelopment of the Property shall comply with and be controlled by this Development Agreement and provisions of the City's Comprehensive Plan and City Code in effect on the date of execution of this Agreement. The parties do not anticipate that the City will apply subsequently-adopted laws and policies to the Property.

b. Pursuant to Section 163.3233, Florida Statutes (2007), the City may apply subsequently adopted laws and policies to the Property only if the City holds a public hearing and determines that: (a) the new laws and policies are not in conflict with the laws and policies governing the Agreement and do not prevent redevelopment of the land uses, intensities, or

densities set forth in this Development Agreement; (b) the new laws and policies are essential to the public health, safety, or welfare, and the City expressly states that they shall apply to the redevelopment that is subject to this Development Agreement; (c) the City demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Development Agreement; or (d) the Development Agreement is based on substantially inaccurate information supplied by the Owner. However, nothing in this Development Agreement shall prohibit the parties from mutually agreeing to apply subsequently adopted laws to the Property.

c. If state or federal laws enacted after the effective date of this Development Agreement preclude any party's compliance with the terms of this Agreement, this Development Agreement shall be modified as is necessary to comply with the relevant state or federal laws. However, this Development Agreement shall not be construed to waive or abrogate any rights that may vest pursuant to common law.

20. Amendment, Renewal, and Termination. This Development Agreement may be amended, renewed, or terminated as follows:

a. As provided in Section 163.3237, Florida Statutes (2007), this Development Agreement may be amended by mutual consent of the parties or their successors in interest. Amendment under this provision shall be accomplished by an instrument in writing signed by the parties or their successors.

b. As provided in Section 163.3229, Florida Statutes (2007), this Development Agreement may be renewed by the mutual consent of the parties, subject to the

public hearing requirements in Section 163.3225, Florida Statutes (2007): the City shall conduct at least two (2) public hearings, one of which may be held by the local planning agency at the option of the City. Notice of intent to consider renewal of the Development Agreement shall be advertised approximately seven (7) days before each public hearing in a newspaper of general circulation and readership in the City of Key West, Florida, and shall be mailed to all affected property owners before the first public hearing. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing. The notice shall specify the location of the land subject to the Development Agreement, the development uses on the Property, the population densities, and the building intensities and height and shall specify a place where a copy of the Development Agreement can be obtained.

c. This Development Agreement may be terminated by the Owner or its successor(s) in interest following a breach of this Development Agreement upon written notice to the City as provided in this Agreement.

d. Pursuant to Section 163.3235, Florida Statutes (2007), this Development Agreement may be revoked by the City if the City finds, on the basis of competent substantial evidence, that there has been a failure to comply with the terms of this Development Agreement.

e. This Development Agreement may be terminated by mutual consent of the parties.

21. Breach of Agreement and Cure Provisions.

a. If the City concludes that there has been a material breach in this Development Agreement, prior to revoking this Agreement, the City shall serve written notice on

the Owner identifying the term or condition the City contends has been materially breached and providing the Owner with sixty (60) days from the date of receipt of the notice to cure the breach or negotiate an amendment to this Development Agreement. Each of the following events, unless caused by fire, storm, flood, other Act of God, or events beyond the control of the Owner, shall be considered a material breach of this Development Agreement: (1) failure to comply with the provisions of this Development Agreement; and (2) failure to comply with terms and conditions of permits issued by the City or other regulatory entity for the redevelopment authorized by this Development Agreement.

b. If the Owner concludes that there has been a material breach in the terms and conditions of this Development Agreement, the Owner shall serve written notice on the City identifying the term or condition the Owner contends has been materially breached and providing the City with thirty (30) days from the date of receipt of the notice to cure the breach. The following events, unless caused by fire, storm, flood, other Act of God, or events beyond the control of the City, shall be considered a material breach of this Agreement: failure to comply with the provisions of this Development Agreement; failure to timely process any application for site plan approval or other development approval required to be issued by the City for the redevelopment authorized by this Development Agreement.

c. If a material breach in this Development Agreement by the City occurs and is not cured within the time periods provided above, the party that provided notice of the breach may elect to terminate this Development Agreement or may seek to enforce this Development Agreement as provided by herein.

d. If the City waives a material breach in this Development Agreement by the Owner, such a waiver shall not be deemed a waiver of any subsequent breach.

22. Notices. All notices, demands, requests, or replies provided for or permitted by this Development Agreement, including notification of a change of address, shall be in writing to the addressees identified below, and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid; or (c) by deposit with an overnight express delivery service with a signed receipt required. Notice shall be effective upon receipt. The addresses and telephone numbers of the parties are as follows:

TO THE OWNER:

Robert Spottswood
Spottswood Hotels, Inc.
50 Fleming Street
Key West, FL 33040
Telephone: (305) 294-4840

With a copy by regular U.S. Mail to:

Sherry A. Spiers, Esq.
Greenberg Traurig, P.A.
101 East College Avenue
Tallahassee, FL 32301
Telephone: (850) 222-6891
Fax: (850) 681-0207

TO THE CITY:

City Planning Director
604 Simonton Street
Key West, FL 33040
Telephone: (305) 809-3720
Fax: (305) 809-3739

With a copy by regular U.S. Mail to:

City Manager
525 Angela Street
Key West, FL 33041-1409
Telephone: (305) 809-3888
Fax: (305) 809-3886

23. Enforcement. In accordance with Section 163.3243, Florida Statutes (2007), any party to this Development Agreement, any aggrieved or adversely affected person as defined in Section 163.3215(2), Florida Statutes (2007), or the state land planning agency (currently the Department of Community Affairs) may file an action for injunctive relief in the circuit court of Monroe County, Florida, to enforce the terms of this Development Agreement or to challenge the compliance of this Development Agreement with the provisions of Sections 163.3220-163.3243, Florida Statutes (2007).

24. Conflicts. In the event of a conflict between the provisions of this Development Agreement and City ordinances, the terms of this Development Agreement shall control.

25. Binding Effect. This Development Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns, and personal representatives.

26. Assignment. This Agreement may be assigned without the written consent of the parties.

27. Drafting of Agreement. The parties acknowledge that they jointly participated in the drafting of this Development Agreement and that no term or provision of this Development Agreement shall be construed in favor of or against either party based solely on the drafting of the Agreement.

28. **Severability.** In the event any provision, paragraph or section of this Development Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the enforceability or the validity of the remaining provisions of this Development Agreement.

29. **Applicable Law.** This Development Agreement was drafted and delivered in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida.

30. **Use of Singular and Plural.** Where the context requires, the singular includes the plural, and the plural includes the singular.

31. **Duplicate Originals; Counterparts.** This Development Agreement may be executed in any number of originals and in counterparts, all of which evidence one agreement. Only one original is required to be produced for any purpose.

32. **Headings.** The headings contained in this Development Agreement are for identification purposes only and shall not be construed to amend, modify, or alter the terms of the Development Agreement.

33. **Entirety of Agreement; Incorporation of Prior Development Approvals.** This Development Agreement incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, or understandings regarding the matters contained herein. The Parking Variance attached as Exhibit "C" and the Major Development Plan and Conditional Use Approval attached as Exhibit "D" are incorporated herein. The parties agree that there are no commitments, agreements, understandings, or development orders concerning the subjects

covered by this Development Agreement that are not contained in or incorporated into this document and, accordingly, no deviation from the terms hereof shall be predicated upon any prior representations, agreements or approvals, whether written or oral. This Development Agreement contains the entire and exclusive understanding and agreement among the parties and may not be modified in any manner except by an instrument in writing signed by the parties.

34. Recording; Effective Date. The Owner shall record this Development Agreement in the public records of Monroe County, Florida, within fourteen (14) days after the date of this Development Agreement. A copy of the recorded Development Agreement showing the date, page and book where recorded shall be submitted to the City and to the state land planning agency by hand delivery, registered or certified United States mail, or by a delivery service that provides a signed receipt showing the date of delivery, within fourteen (14) days after the Development Agreement is recorded. This Development Agreement shall become effective thirty (30) days after the date it is recorded in the public records of Monroe County, Florida, and received by the state land planning agency.

35. Date of Agreement. The date of this Development Agreement is the date the last party signs and acknowledges this Development Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have set their hands and seals on the dates below written.

[Remainder of page intentionally left blank]

JRC KEY WEST HOTEL LLC,
an Illinois limited liability company

By: RFA Management Company LLC, a
Delaware limited liability company, its manager

March 12, 2009

By: [Signature]
Edward W. Ross, its Manager

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me on this 12th day of March, 2009, by Edward W. Ross who is personally known to me or who produced _____ as identification, and who did/did not take an oath.



Patrice Alpert
Notary Public
Name PATRICE A. ALPERT
(typed, printed or stamped)
My commission expires: 7-25-09

RFA KEY WEST LLC,
an Illinois limited liability company

By: RFA Investors, LP, a Delaware limited
partnership, its sole member

By: RFA Management Company LLC, a
Delaware limited liability company, its general
partner

April 12, 2009

By: [Signature]
Edward W. Ross, its Manager

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me on this 12th day of
April, 2009, by Edward W. Ross who is personally known to me or who produced
[Signature] as identification, and who did/did not take
an oath.



[Signature]
Notary Public
Name PATRICE A ALPERT
(typed, printed or stamped)
My commission expires: 7-25-09

RFA KEY WEST II LLC,
a Florida limited liability company

By: RFA Key West II Manager LLC,
a Florida limited liability company, its Manager

By: RFA Investors, LP, a Delaware limited
partnership, Manager

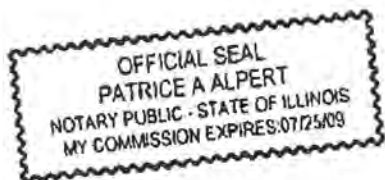
By: RFA Management Company LLC, a Delaware
limited liability company, its General Partner

Month 12, 2009

By: [Signature]
Edward W. Ross, its Manager

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me on this 12th day of Month, 2009, by Edward W. Ross who is personally known to me or who produced _____ as identification, and who did/did not take an oath.



[Signature]
Notary Public
Name PATRICE A ALPERT
(typed, printed or stamped)
My commission expires: 7-25-09

AVA KEY WEST LLC,
an Illinois limited liability company

March 12, 2009

By: [Signature]
Andrew V. Agostini, its Sole Member

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me on this 12th day of March, 2009, by Andrew V. Agostini who is personally known to me or who produced _____ as identification, and who did/did not take an oath.



[Signature]
Notary Public
Name PATRICE A. ALPERT
(typed, printed or stamped)
My commission expires: 7-25-09

JL KEY WEST LLC,
an Illinois limited liability company

November 10, 2009

By: [Signature]
J. Luzuriaga, its Sole Member

STATE OF S. Carolina
COUNTY OF Beaufort


The foregoing instrument was acknowledged before me on this 10th day of November, 2009, by J. Luzuriaga who is personally known to me or who produced _____ as identification, and who did/did not take an oath.

[Signature]
Notary Public
Name Blair M. Taylor
(typed, printed or stamped)
My commission expires: 8/16/2016

JL Key West II, LLC,
a Florida limited liability company


By: JL Key West II Manager LLC,
its Manager

1 Dec 10, 2009

By: 
J. Luzuriaga, its Manager

STATE OF Florida
COUNTY OF Franklin

The foregoing instrument was acknowledged before me on this 10th day of December, 2009, by J. Luzuriaga who is personally known to me or who produced _____ as identification, and who did/did not take an oath.


Notary Public
Name Ericine M. Thepau
(typed, printed or stamped)
My commission expires: 8/10/2016

SH 6, INC.,
a Florida corporation

March 6, 2009

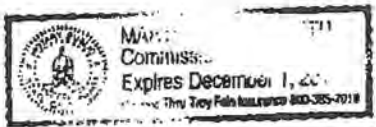
By: [Signature]
Robert A. Spottswood, its President

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me on this 6th day of March, 2009, by Robert A. Spottswood who is personally known to me or who produced as identification, and who did/did not take an oath.

[Signature]
Notary Public, State of Florida

Name: _____
(typed, printed or stamped)
My commission expires:



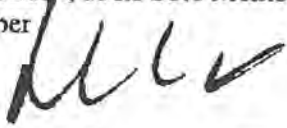
MARTHA A. GALBRAITH

SH 8, LLC,
a Florida limited liability company

By: SH 8 MANAGER, LLC, a Florida limited liability company, as its Manager

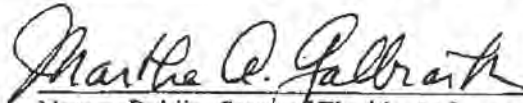
By: SPOTTSWOOD HOTELS, INC., a Florida corporation, as its Sole Member and Managing Member

March 6, 2009

By: 
Robert A. Spottswood, President

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me on this 6th day of March, 2009, by Robert A. Spottswood who is personally known to me or who produced as identification, and who did/did not take an oath.


Notary Public, State of Florida Large
Name: MARTHA A GALBRAITH
(typed, printed or stamped)
My commission expires:



JLW Key West I, LLC,
a Florida limited liability company

By: SH 7, Inc., a Florida corporation,
its Managing Member

March 6, 2009

By: [Signature]
Robert A. Spottswood
President

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me on this 6th day of March, 2009, by Robert A. Spottswood who is personally known to me or who produced as identification, and who did/did not take an oath.

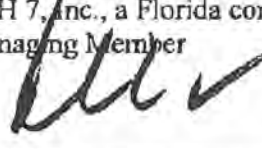


[Signature]
Notary Public, State of Florida At Large
Name: MARTHA A. GALBRAITH
(typed, printed or stamped)
My commission expires:

JLW Key West 2, LLC,
a Florida limited liability company

By: SH 7, Inc., a Florida corporation,
its Managing Member

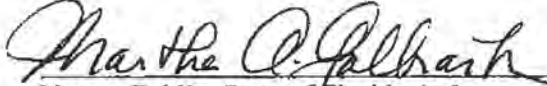
March 6, 2009

By: 
Robert A. Spottswood
President

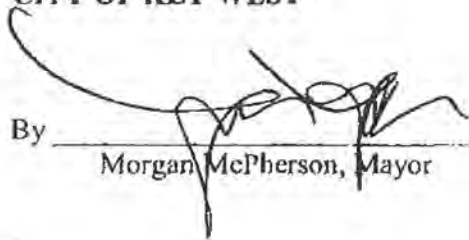
STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me on this 6th day of March, 2009, by Robert A. Spottswood who is personally known to me or who produced as identification, and who did/did not take an oath.




Notary Public, State of Florida, At Large
Name: MARTHA A. GALBRAITH
(typed, printed or stamped)
My commission expires:

CITY OF KEY WEST

By 
Morgan McPherson, Mayor

Date April 13, 2009




Meryl Smith

LIST OF EXHIBITS

- | | |
|----------------------|--|
| Composite Exhibit A: | Legal descriptions |
| Exhibit B: | Conceptual Site Plan |
| Exhibit C: | Resolution No. 07-083 (Parking Variance) |
| Exhibit D: | City Commission Resolution No. 07-164
Major Development Plan and Conditional Use Approval |

**AMENDED AND RESTATED
DEVELOPMENT AGREEMENT FOR
THE KEY WEST HOTEL COLLECTION**

April 18, 2013

Prepared by and, after recording,
return to:

Kerri L. Barsh, Esq.
Greenberg Traurig, P.A.
333 Avenue of the Americas
Miami, FL 33131
Telephone: (305) 579-0772

Parcel ID Numbers 00064950-000000,
00065550-000000, 00065530-000000,
00065540-000000, 00065060-000000,
and 00064940-000000.

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR
THE KEY WEST HOTEL COLLECTION**

THIS DEVELOPMENT AGREEMENT is entered into by and between JRC Key West Hotel, LLC, an Illinois limited liability company; RFA Key West LLC, an Illinois limited liability company; RFA Key West II, LLC, a Florida limited liability company; AVA Key West, LLC, an Illinois limited liability company; JL Key West, LLC, an Illinois limited liability company; JL Key West II, LLC, a Florida limited liability company; JLW Key West 1, LLC, a Florida limited liability company; and JLW Key West 2, LLC, a Florida limited liability company (herein collectively referred to as the "Owners"), and the CITY OF KEY WEST, a Florida municipal corporation (herein the "City") (collectively the "Parties"), pursuant to Sections 90-676 through 90-692 of the City Code and the Florida Local Government Development Agreement Act, Sections 163.3220-163.3248, Florida Statutes (2012), and is binding on the "Effective Date" set forth herein.

WITNESSETH:

WHEREAS, the Owners are the owners of six (6) contiguous properties with mailing addresses at 3800, 3820, 3824, 3840, 3850 and 3852 North Roosevelt Boulevard and 1185 20th Street in the City of Key West, comprising approximately 17 acres, more particularly described in the legal descriptions and Surveys attached as Composite Exhibit "A" and incorporated herein ("Property"); and

WHEREAS, the Property is designated General Commercial ("GC") under the City's Comprehensive Plan and Land Development Regulations;

WHEREAS, the Property is currently developed with the following uses:

3852 North Roosevelt Boulevard (RE# 00065060-000000): one (1) hotel with 133 transient units (currently the Days Inn) and a 2,012 square foot restaurant (currently the Waffle House);

3850 North Roosevelt Boulevard (RE#00064940-000000): one (1) hotel with 141 transient units (currently the Lexington Inn) and a 6,226 square foot restaurant (currently In Kahoots);

3824 North Roosevelt Boulevard (RE#00065550-000000): one (1) hotel with 100 transient units (currently the Quality Inn) and one market rate residential unit;

3820 North Roosevelt Boulevard (RE#00065530-000000): one (1) hotel with 145 transient units (currently the Comfort Inn);

3840 North Roosevelt Boulevard and 1185 20th Street (RE#00064950-000000): the Conch Tour Train Station and Tourist Visitor Center, and sixteen (16) affordable renter occupied residential dwelling units and one (1) market rate residential unit;

3800 North Roosevelt Boulevard (RE#00065540-000000): one (1) 6, 151 square foot restaurant (the former El Maison de Pepe, currently vacant),

f or a cumulative total of 519 transient units, sixteen affordable housing units, and two market rate residential units on the Property, and commercial uses; and

WHEREAS, in 2007 the then owners of the Property submitted an application for Major Development Plan and Conditional Use with Variances to the City for the redevelopment of the property into a large scale hotel, convention center and multimodal transportation center; and

WHEREAS, on March 7, 2007, the City Commission, in its capacity as the Board of Adjustment, approved Resolution No. 07-083 granting a variance to the off-street parking regulations in the City Code for the redevelopment of the Property (Exhibit “B”); and

WHEREAS, on May 1, 2007, the City Commission approved Resolution No. 07-164 granting Major Development Plan and Conditional Use approval for the redevelopment of the Property consistent with the approved Site Plans dated April 1, 2007 (Exhibit “C” ;“2007 Development Plan”); and

WHEREAS, on March 12, 2009, the then Owners and the City entered into a Development Agreement for the phased redevelopment of the Property through Resolution 09-059 and attached herein as Exhibit “D” (“2009 Development Agreement”); and

WHEREAS, pursuant to Sections 90-678 and 90-679 of the City Code, and after consultation with the City Planning Department, the Owner requested that the City Commission consider an amended Development Agreement (“2013 Development Agreement” or “this Development Agreement”); and

WHEREAS, the Owner is pursuing the appropriate approvals for the redevelopment of the existing infrastructure and uses, proposed in two phases, and

WHEREAS, the phased development authorized under this 2013 Development Agreement shall be consistent with the "Conceptual Site Plan" attached as Exhibit "E" for "Phase 1" and "Phase 2." The first phase (Phase 1) consists of the renovation of four existing hotels; the second phase of redevelopment (Phase 2) consists of the redevelopment of the remaining two parcels for commercial uses and affordable housing units .

WHEREAS, the City has held public hearings to accept and encourage public input with respect to this Development Agreement, and has considered such public input; and

WHEREAS, the City has provided public notice of the parties' intent to consider entering into this Development Agreement by publishing an advertisement in a newspaper of general circulation and readership in the City and mailing notice to the persons and entities shown on the most recent Monroe County Tax Roll to be the owners of property lying within 500 feet of the boundaries of the Property subject to this Agreement; and

WHEREAS, the City Planning Board held an advertised public hearing on April 18, 2013, to consider this Development Agreement, and received and considered the comments and recommendations of the City staff and members of the public, and issued a recommendation of approval to the City Commission; and

WHEREAS, the City Commission held an advertised public hearing on May 21, 2013, to consider the Development Agreement, and received and considered the comments and recommendations of the City staff, the Planning Board, and members of the public and granted approval of this Development Agreement; and

WHEREAS, the City has determined that the attached Conceptual Site Plan for the Phase 1 and Phase 2 Redevelopment as described herein, is consistent with the allowed uses,

Attachment B

ITE Parking Generation, 4th Edition
Parking Data

densities and intensities of the City's Comprehensive Plan and Land Development Regulations, meets concurrency requirements, and is compatible with surrounding land uses; and

WHEREAS, the City has determined that this Development Agreement is in the public interest and will further the health, safety and welfare of the residents of the City of Key West.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. RECITALS. The recitals set forth in the preceding "Whereas" clauses are incorporated herein and form a material part of this Agreement.

B. DEFINITIONS. For the purposes of this Agreement, the terms enumerated below shall have the following prescribed meanings. Terms not defined in this Agreement shall be as defined, first, to the extent not inconsistent with applicable state or federal law, in the City Code, and subsequently in Chapter 163, Florida Statutes, or, if not defined in the Code or statute, shall be understood according to their usual and customary meanings.

1. "Affordable Work Force Housing" means housing as defined in Sections 122-1465 through 122-1472 of the City Code.

2. "Architect of Record" means the licensed Landscape and Architectural firm of Cooper Carry, Atlanta, Georgia.

2. "Building Permit Allocation" means a permit allocation under Division 3 of Article X of the City Code.

3. "Conceptual Site Plan" refers to the attached conceptual plan of the Property (Exhibit "E") that demonstrates the general concepts for future construction of Phase 1 and Phase 2.

4. "Effective Code" means the Code of Ordinances of the City of Key West in effect on the Effective Date, as defined in Section 6 below.

5. "Effective Comprehensive Plan" means the City's Comprehensive Plan in effect on the Effective Date.

6. "Effective Date" shall refer to the date that this Development Agreement becomes legally effective, as set forth in Section 32 below.

7. "Key West Hotel Collection Project" refers to the redevelopment and renovation of four existing hotels (Phase 1 Redevelopment), together with the redevelopment of two parcels for commercial uses (Phase 2 Redevelopment) and the existing and new affordable housing units, on six (6) contiguous properties of approximately 17 acres with mailing addresses at 3800, 3820, 3824, 3840, 3850 and 3852 North Roosevelt Boulevard and 1185 20th Street in the City of Key West, Florida.

8. "Major Development Plan Approval" shall mean the approval by the City Commission of the Development Plan for Phase 1 and Phase 2, respectively. The Site Plans for the Major Development Plan shall identify each individual property within Phase 1 alphabetically as Site A, Site B, Site C, and Site D and within Phase 2 as Site E and Site F, consistent with the Conceptual Site Plan.

9. "Phase 1 Redevelopment Plan" or "Phase 1" shall refer to the redevelopment of Properties located at 3852 North Roosevelt Boulevard (Site A - RE# 00065060-000000), 3850

North Roosevelt Boulevard (Site B - RE#00064940-000000), 3824 North Roosevelt Boulevard (Site C - RE#00065550-000000), and 3820 North Roosevelt Boulevard (Site D - RE#00065530-000000) (also known as Site A, Site B, Site C and Site D on the Conceptual Site Plan), for the uses, densities and intensities permitted by this Development Agreement, subject to Major Development Plan approval.

10. "Phase 2 Redevelopment Plan" or "Phase 2" shall refer to the redevelopment of Properties located at 3840 North Roosevelt Boulevard (also with an address of 1185 20th Street), (Site E - RE# 00064950-000000 and 3800 North Roosevelt Boulevard (Site F - RE#00065540-000000), respectively referred to as **Site E and Site F** on the Conceptual Site Plan, for the uses, densities and intensities permitted by this Development Agreement, subject to Major Development Plan approval.

11. "Property" or "Properties" shall refer to the six (6) adjacent parcels described in Composite Exhibit "A" that are the subjects of this Development Agreement.

12 "Public facilities" shall mean those facilities identified in Section 163.3221 (13), Florida Statutes (2012).

C. TERMS OF AGREEMENT.

1. Legal Description; Ownership and Equitable Interests in the Property. The legal description of the Property subject to this Development Agreement is attached as Composite Exhibit "A" and incorporated herein by reference. The Owners of the Property as of the date of execution of this Development Agreement are JLW Key West 1, LLC, a Florida limited liability company; JLW Key West 2, LLC, a Florida limited liability company; JRC Key West Hotel, LLC, an Illinois limited liability company; AVA Key West, LLC, an Illinois limited

liability company; JL Key West LLC, an Illinois limited liability company; J L Key West II, LLC, a Florida limited liability company; RFA Key West LLC, an Illinois limited liability company; and RFA Key West II, LLC, a Florida limited liability company. There are no other legal owners of the Property known to the parties to this Development Agreement.

2. Duration of Agreement; Renewal. This Development Agreement shall remain in effect for a period of five (5) years, ²⁰¹⁸ commencing on the Effective Date. This Development Agreement may be renewed or extended as provided herein.

3. Existing Development. The Property is located in the City of Key West at the following physical addresses, also identified alphabetically by Site as shown on the Conceptual Site Plan:

Site A - 3852 North Roosevelt Boulevard (RE# 00065060-000000): one (1) hotel with 133 transient units (currently the Days Inn) and a 2,012 square foot restaurant (currently the Waffle House), FAR: 0.494, Square footage: 77,472 square feet, maximum height of existing buildings: 27'-9" and 138 parking spaces.

Site B - 3850 North Roosevelt Boulevard (RE#00064940-000000): one (1) hotel with 141 transient units (currently the Lexington Inn) and a 6,226 square foot restaurant (currently In Kahoots), FAR: 0.494, Square footage: 87, 787 square feet, maximum height of existing buildings: 37'5", and 186 parking spaces.

Site C - 3824 North Roosevelt Boulevard (RE#00065550-000000): one (1) hotel with 100 transient units (currently the Quality Inn), FAR: 0.446, Square footage: 55, 166 square feet, maximum height of existing buildings: 30'-1.5", 139 parking spaces, and one (1) market rate residential unit.

Site D – 3820 North Roosevelt Boulevard (RE#00065530-000000): one (1) hotel with 145 transient units (currently the Comfort Inn), FAR: 0.668, Square footage: 91, 882 square feet, maximum height of existing buildings: 69'-3", and 150 parking spaces.

Site E - 3840 North Roosevelt Boulevard and 1185 20th Street (RE#00064950-000000): the Conch Tour Train Station and Tourist Visitor Center, and sixteen (16) deed restricted affordable renter occupied residential dwelling units (Exhibit J), existing FAR : 0.316, property area: 78, 259 square feet, building area: 24, 713 square feet, 50 parking spaces, and one market rate rental unit.

Site F - 3800 North Roosevelt Boulevard (RE#00065540-000000): one (1) 6, 151 square foot restaurant (the former El Maison de Pepe, currently vacant), existing FAR: 0.090, property area: 83, 445 square feet, building area: 7, 481 square feet, and 51 parking spaces.

4. Proposed Development: Phase 1 and Phase 2 Redevelopment Plan. The redevelopment proposed as Phase 1 and Phase 2, as shown on the Conceptual Site Plan, is subject to Major Development Plan approval for each Phase, respectively, by the City Commission.

Phase 1 - The proposed Phase 1 Redevelopment consists of renovations to four (4) existing hotels located on Sites A, B, C, and D on the Conceptual Plan, and site improvements, as follows:

Site A - 3852 North Roosevelt Boulevard (RE# 00065060-000000): Renovation of 133 existing transient units. Demolition of an existing restaurant to be replaced with a new building for lobby and registration uses.

Site B - 3850 North Roosevelt Boulevard (RE#00064940-000000): Renovation of 141 existing transient units. Demolition of existing restaurant space to be replaced with a new building for lobby and registration uses.

Site C - 3824 North Roosevelt Boulevard (RE#00065550-000000): Renovation of 100 transient units. Demolition of existing lobby and renovation for lobby and registration uses.

Site D - 3820 North Roosevelt Boulevard (RE#00065530-000000): Renovation of 145 transient units and existing ground floor areas for lobby and registration uses (ground floor) and retail use and restaurant uses.

Phase 2 - The proposed Phase 2 consists of: a) the development of a minimum of ten, and a maximum of twenty, new affordable housing units, and b) the redevelopment or renovation of the existing commercial buildings and all site improvements associated with the properties, and c.) the option to redevelop the existing 16 affordable housing units as follows:

Site E - 3840 North Roosevelt Boulevard and 1185 20th Street (RE#00064950-000000): Commercial development and the potential development of affordable housing consistent with the Comprehensive Plan and Land Development Regulations established by this Development Agreement

Site F - 3800 North Roosevelt Boulevard (RE#00065540-000000): Commercial development and the potential development of affordable housing consistent with the Comprehensive Plan and Land Development Regulations established by this Development Agreement

a. **Uses, Densities and Intensities.** In all cases the redevelopment proposed shall be consistent with existing or allowed uses, densities and intensities as described above. No new transient units are proposed in any Phase of this development.

b. **Screening from Adjacent Residential Uses.** Phase 1 and Phase 2 Redevelopment shall be screened from adjacent residential areas. The Owner shall install a solid composite fence a minimum of six (6) feet in height and a vegetated buffer along the exterior perimeter of Sites A and B, and along the Western length of Site E, and the Eastern length of Site F adjacent to all residential properties, as depicted on the Conceptual Site Plan. The Owner shall install a solid composite fence along the exterior perimeter of Sites C, D, E, and F adjacent to North Side Drive and a vegetated landscape buffer, both as depicted on the Conceptual Site Plan. The Owner shall be responsible for obtaining a Landscape Waiver pursuant to Code Section 108-517 if the extent of the buffer requirements cannot be met; however, the granting of a Landscape Waiver in no way exempts the Owner from installing the fence and vegetated landscape buffer described above.

c. **Signage.** A Signage Plan will be submitted to the City Planning Department for approval prior to the issuance of building permits for the Phase 1 and Phase 2 Redevelopment. This Signage Plan will incorporate existing signage as well as proposed new signage.

d. **Building Heights.** No new building shall exceed the height allowed by the Land Development Regulations in effect at the time of Major Development Plan application submittal applicable to the Property.

e. **Parking.** The Property shall meet parking design standards and off-street parking requirements for the proposed uses on a site-by-site basis. Owner is responsible for obtaining relief from the City to allow an increase in the number of compact spaces permitted under Code Section 108-646.

f. **Landscaping.** The landscaping shall be maintained in accordance with an approved Landscape Plan and Maintenance Plan, which shall be provided to the Planning Department before a certificate of occupancy is issued or before final inspection of the site in question.

g. **Lighting.** A Lighting Plan, consistent with Dark Sky Lighting standards, which shall be submitted to the Planning Department as part of the Major Development Plan application submittal for Phase 1 and Phase 2, respectively.

h. **Site Design.** Subject to the provisions of Section 17 below, the Phase 1 and Phase 2 Redevelopment Major Development Plan applications shall be consistent with all bulk and site design requirements (including but not limited to floor area ratios, open space, setbacks and buffering, lighting, landscaping, and stormwater management) prescribed in the City Code in effect at the time of the Major Development Plan application submittal except for the density, intensity, and allowed uses that are established as of the Effective Comprehensive Plan and Effective Code through this Development Agreement.

i. **Affordable Work Force Housing.** Prior to the issuance of the certificate of occupancy for the new affordable work force housing units required as part of the Phase II redevelopment, Owners shall 1) execute a declaration or restrictive covenant in a form acceptable to the City Attorney restricting the use and occupancy of the units as provided for in

sections 122-1465 through 122-1472 of the City Code, as same may be amended from time to time, and 2) execute a revision of the Declaration of Affordable Housing Restrictions recorded in Official Records Book 2427, at page 279, of the Public Records of Monroe County, Florida, to modify the term contained therein to reflect the term contained in section 122-1467(d) of the City Code, providing for a term of 50 years, after which time the City Commission may act by Resolution to renew the term for an additional 50-year term.

5. Conceptual Site Plan; Minor Revisions.

a. The Conceptual Site Plan for the Key West Resort dated February 28, 2013, prepared by the Architect of Record is attached as Exhibit "E" and incorporated herein. The Conceptual Plan is not dimensioned but consists of the general building location and configuration of the structures and the parking and landscape areas on the site for Phase 1 and Phase 2 Redevelopment Plan and is hereby approved by this Development Agreement. All subsequent site plans, site plan approvals, and building permits shall comply with the Conceptual Site Plan; provided, however, that the site plans that are submitted for Major Development Plan review for Phase 1 and Phase 2, respectively, may deviate from the Conceptual Site Plan : (1) to accommodate minor refinements to the Phase 1 and 2 Redevelopment Plan made by the Owner, including minor shifts in the locations of structures, roadways, pathways, and swimming pool configuration; (2) to accommodate minor modifications that are necessary to meet regulatory requirements of the Florida Department of Transportation (FDOT) or other regulatory entity; or

(3) to redevelop existing and accommodate additional affordable housing units and associated uses.

6. Phasing. Phase 1 and Phase 2 Redevelopment shall each be developed in one or more construction phases as provided for in this Development Agreement. Phase 1 Redevelopment is expected to begin in 2013 and Phase 2 Redevelopment is expected to commence before the end of 2014.

7. Access; Traffic Flow; Coordination.

a. All vehicular and pedestrian entrances and exits to the Property from and to North Roosevelt Boulevard shall be completed prior to the issuance of final certificates of occupancy and or final inspection for any principal structure. The service road access locations connecting North Roosevelt Boulevard to North Side Drive on Site D shall permit drive through access for emergency vehicles only. Pedestrian access from North Side Drive providing access to the affordable housing development on Site E shall be maintained.

b. The parties recognize that FDOT and the City have plans to resurface North Roosevelt Boulevard and the intersection of U.S. 1. Prior to the commencement of construction, the Owner shall coordinate the construction plan with FDOT to ensure that construction for redevelopment of the Property does not negatively affect traffic flow or the North Roosevelt Boulevard intersection improvement plan.

c. The Owner shall coordinate with City staff during the process of obtaining FDOT's approval of the traffic related improvements described above.

8. Additional Development Conditions. The following additional conditions, terms, restrictions, and other requirements have been determined by the City of Key West to be

necessary for the public health, safety, and welfare of its citizens and are acknowledged and accepted by the Owners by their execution of this Development Agreement.

a. **Fire Safety.** As part of a Major Development Plan request for Phase 1 and Phase 2 Redevelopment Plan, the Owner shall submit a Life Safety Plan that shall be approved by the Fire Marshal's Office. The location and number of fire hydrants required to be installed on the Property shall be coordinated with the City of Key West Fire Marshal's Office and shall be shown on the Life Safety Plan. All units on the Property (transient and non-transient) shall be sprinkled and shall be shown on the Life Safety Plan.

b. **Timing of Permit Applications.** Prior to submitting a building permit application to the City for the Phase 1 and Phase 2 Redevelopment Plan, the Owner shall submit applications for all necessary permits from state, regional and federal agencies, including but not limited to the South Florida Water Management District, Florida Keys Aqueduct Authority, Keys Energy, and FDOT, as well as the City of Key West Utilities Department.

c. **Impact Fees.** The developer shall pay impact fees according to the City's impact fee ordinance applicable to all development in the City of Key West. Pursuant to City Code Section 54-90 of the Effective Code, the applicable impact fee shall be adjusted to credit trips estimated for pre-existing land uses. Consistent with impact fee doctrine, the applicable impact fee shall be adjusted to credit the value of all right-of-way conveyed by the developer.

d. **Additional Conditions by Mutual Agreement.** Nothing in this Agreement shall preclude the parties from applying additional conditions, by mutual agreement, during final site plan review or permitting.

e. **Green Features.** In an effort to preserve natural resources, conserve money on utilities and to increase marketability the Owner shall, to the extent reasonably feasible, attempt to: i) exceed Florida Building Code Standards for reusable, recyclable and renewable materials in construction; ii) utilize existing cisterns or install new cisterns; and iii) design buildings for capturing of rainwater on site and reusing it for irrigation. In addition, green lodging and sustainable design and operation principles will be applied to the Key West Hotel Collection Project as feasible.

f. **Other Ordinances.** Owner will comply with the currently effective provisions of the Art in Public Places Ordinance and the Sustainability Ordinance, as applicable.

9. **Annual Progress Reports; Notice of Intent to Proceed.** Pursuant to City Code Section 90-688(b), the Owner shall provide the City Planning Department an annual progress report indicating all activities and achievements since the execution of the Development Agreement and, if applicable, since the previous periodic report.

10. **Easements:** The easements on the Property are attached as Composite Exhibit "F" and incorporated herein.

11. **Concurrency and Public Facilities.** The required public facilities that will service the Phase 1 and Phase 2 Redevelopment authorized by this Development Agreement, the entity that shall provide the facilities, the date that new facilities, if any, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of development, are set forth in the Concurrency Report or Statement provided under Chapter 94 of the City Code and under Chapter 163 of Florida Statutes, which is attached as Exhibit "G" and incorporated

herein. The required public facilities that will serve the Phase 1 and Phase 2 Redevelopment are as follows:

a. Domestic potable water is provided by Florida Keys Aqueduct Authority.

Additional coordination is required with the Authority.

b. Electric service is provided by Keys Energy. Additional coordination is required with the entity.

c. Solid waste service shall be provided by the City of Key West waste handling provider. Recycling of all recyclable material shall be required on each site of the Property.

d. Wastewater treatment shall be provided by City of Key West.

e. Fire service will be provided by the City of Key West Fire Department.

f. All public facilities identified above are available as of the date of this Development Agreement and are projected to be available concurrent with the impacts of the Phase 1 and Phase 2 Redevelopment.

g. Recreational facilities: The Phase 1 and Phase 2 Redevelopment Plan provide for on-site amenities for owners and guests of the Property. The Owner is not required to provide off-site recreational facilities as part of the Phase 1 and Phase 2 Redevelopment.

12. All Permits Approved or Needed.

a. Applications for Major Development Plan approvals shall be submitted for approval by the City Commission for the Phase 1 and Phase 2 Redevelopment, consistent with the Conceptual Site Plan and the Comprehensive Plan and Land Development Regulations in effect at the time of the Major Development Plan application submittal except for the density,

intensity, and allowed uses that are established as of the Effective Comprehensive Plan and Effective Code through this Development Agreement. .”

b. The following regional, state, and federal permits are needed for the Phase 1 and Phase 2 Redevelopment authorized by this Development Agreement:

1. FDOT permits for curb cuts on North Roosevelt Boulevard.
2. Storm water permit from the South Florida Water Management District.

c. Nothing in this Development Agreement shall be deemed to obviate the Owner’s compliance with the provisions of each required approval.

13. Mutual Cooperation. The City agrees to cooperate with the Owner in timely providing or granting all permits, licenses, approvals, or consents necessary or appropriate to fully implement this Development Agreement. The City and the Owner agree to cooperate fully with and assist each other in the performance of the provisions of this Development Agreement.

14. Redevelopment to Comply with Permits and City Comprehensive Plan and Code Provisions. The Phase 1 and Phase 2 Redevelopment authorized by this Development Agreement shall be developed in accordance with a Major Development Plan approval and all required permits, and in accordance with all applicable provisions of the Effective Comprehensive Plan and Effective Code as provided herein. No certificate of occupancy issued or final inspection performed for an individual building until all plans for that building are approved by the City and the Owner has complied with all conditions in permits issued by the City and other regulatory entities for that building.

15. Finding of Consistency. The City finds that the Conceptual Plan for Phase 1 and Phase 2 Redevelopment authorized herein is consistent with the Effective Comprehensive Plan and the Effective Code. All development approved pursuant to this Development Agreement shall be consistent with the Conceptual Plan and consistent with the Effective Comprehensive Plan and Effective Code, except as expressly provided in Section 17 of this Development Agreement.

16. Compliance With Permits, Terms, Conditions, and Restrictions Not Identified Herein. The failure of this Development Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

17. Laws Governing.

a. For the duration of this Development Agreement, all approved Phase 1 and Phase 2 Redevelopment of the Property shall comply with and be controlled by this Development Agreement and provisions of the Effective Comprehensive Plan and the Effective Code. Notwithstanding the immediately preceding sentence, the City agrees that Owner has the option, but not the obligation, to avail itself of more flexible provisions of the City's Comprehensive Plan and Land Development Regulations adopted and in effect after the Effective Date of this Development Agreement as those provisions relate to the requirements of this Development Agreement to provide or develop affordable housing units on the Property.

b. Pursuant to Section 163.3233, Florida Statutes (2012), the City may apply subsequently adopted laws and policies to the Property only if the City holds a public hearing and determines that: (a) the new laws and policies are not in conflict with the laws and policies

governing this Development Agreement and do not prevent redevelopment of the land uses, intensities, or densities set forth in this Development Agreement; (b) the new laws and policies are essential to the public health, safety, or welfare, and the City expressly states that it shall apply to a development that is subject to a Development Agreement; (c) the new laws and policies are specifically anticipated and provided for in this Development Agreement; (d) the City demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Development Agreement; or (e) the Development Agreement is based on substantially inaccurate information supplied by the Owner. However, nothing in this Agreement shall prohibit the parties from mutually agreeing to apply subsequently adopted laws to the Property.

c. If state or federal laws enacted after the effective date of this Development Agreement preclude any party's compliance with the terms of this Agreement, this Development Agreement shall be modified or revoked as is necessary to comply with the relevant state or federal laws. However, this Development Agreement shall not be construed to waive or abrogate any rights that may vest pursuant to common law.

18. Amendment, Renewal, and Termination. This Development Agreement may be amended, renewed, or terminated pursuant to City Code Section 90-689 as follows:

a. As provided in City Code Section 90-689 and Section 163.3237, Florida Statutes (2012), this Development Agreement may be amended or cancelled by mutual consent of the parties or their successors in interest by an instrument in writing signed by the parties or their successors, as applicable.

b. As provided in Section 163.3229, Florida Statutes (2012), this Development Agreement may be renewed by the mutual consent of the parties, subject to the public hearing requirements in Section 163.3225, Florida Statutes (2012): the City shall conduct at least two (2) public hearings, one of which may be held by the local planning agency at the option of the City. Notice of intent to consider renewal of the Development Agreement shall be advertised approximately seven (7) days before each public hearing in a newspaper of general circulation and readership in the City of Key West, Florida, and shall be mailed to all affected property owners before the first public hearing. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing. The notice shall specify the location of the land subject to the Development Agreement, the development uses on the Property, the population densities, the building intensities, and height and shall specify a place in which a copy of the Development Agreement can be obtained.

c. Upon written notice to the City as provided herein, this Development Agreement may be terminated by the Owner or its successor(s) in interest for the City's failure to comply with the terms of this Agreement.

d. Pursuant to Section 163.3235, Florida Statutes (2012), this Development Agreement may be revoked by the City if the City finds, on the basis of competent substantial evidence, that there has been a failure to comply with the terms of this Agreement by Owner.

e. This Development Agreement may be terminated by mutual consent of the parties. Such termination shall be in writing by both parties, the Owner and City.

19. Breach of Agreement and Cure Provisions.

a. If the City concludes that there has been a material breach in this Development Agreement, prior to revoking this Agreement, the City shall serve written notice on the Owner identifying the term or condition the City contends has been materially breached and providing the Owner with sixty (60) days from the date of receipt of the notice to cure the breach or negotiate an amendment to this Development Agreement. Each of the following events, unless caused by fire, storm, flood, other Act of God, or events beyond the control of the Owner, shall be considered a material breach of this Development Agreement: (1) failure to comply with the provisions of this Agreement; and (2) failure to comply with terms and conditions of permits issued by the City for the Phase 1 and Phase 2 Redevelopment authorized by this Development Agreement.

b. If the Owner concludes that there has been a material breach in the terms and conditions of this Development Agreement, the Owner shall serve written notice on the City identifying the term or condition that the Owner contends has been materially breached and providing the City with sixty (60) days from the date of receipt of the notice to cure the breach. The following events, unless caused by fire, storm, flood, other Act of God, or events beyond the control of the City, shall be considered a material breach of this Agreement: failure to comply with the provisions of this Development Agreement; or failure to timely process any application for site plan approval or other development approval required to be issued by the City for the Phase 1 and Phase 2 Redevelopment authorized by this Development Agreement.

c. If a material breach in this Development Agreement occurs and is not cured within the time periods provided above, the party that provided notice of the breach may

elect to terminate this Agreement as provided herein or may seek to enforce this Agreement as provided by herein.

d. If the City waives a material breach in this Development Agreement by the Owner, such a waiver shall not be deemed a waiver of any subsequent breach.

20. **Notices.** All notices, demands, requests, or replies provided for or permitted by this Development Agreement, including notification of a change of address, shall be in writing to the addressees identified below, and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid; or (c) by deposit with an overnight express delivery service with a signed receipt required. Notice shall be effective upon receipt.

The addresses and telephone numbers of the parties are as follows:

TO THE OWNER:

Andrew Agostini
J.L. Woode.
401 North Michigan Ave,
Chicago, ILL 60601
Telephone: (312) 363-6000

With a copy by regular U.S. Mail to:

Kerri L. Barsh, Esq.
Greenberg Traurig, P.A.
333 Avenue of the Americas
Miami, FL 33131
Telephone: (305) 579-0772
Fax: (305) 961-.5772

TO THE CITY:

City Planning Director
P.O. Box 1409
Key West, FL 33040
Telephone: (305) 809-3720
Fax: (305) 809-3739

With a copy by regular U.S. Mail to:

City Manager and City Attorney
P.O. Box 1409
Key West, FL 33041-1409
Telephone: (305) 809-3888
Fax: (305) 809-3886

21. Enforcement. In accordance with Section 163.3243, Florida Statutes (2012), any party to this Development Agreement, any aggrieved or adversely affected person as defined in Section 163.3215(2), Florida Statutes (2012), or the state land planning agency may file an action for injunctive relief in the circuit court of Monroe County, Florida, to enforce the terms of this Agreement or to challenge the compliance of this Agreement with the provisions of Sections 163.3220-163.3243, Florida Statutes (2012).

22. Conflicts. In the event of a conflict between the provisions of this Development Agreement and City ordinances, the terms of this Agreement shall control.

23. Binding Effect. This Development Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns, and personal representatives.

24. Assignment. This Development Agreement may be assigned by the Owner with written notification to the City.

25. Drafting of Agreement. The parties acknowledge that they jointly participated in the drafting of this Development Agreement and that no term or provision of this

Development Agreement shall be construed in favor of or against either party based solely on the drafting of the Agreement.

26. Severability. In the event any provision, paragraph or section of this Development Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.

27. Applicable Law. This Development Agreement was drafted and delivered in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida.

28. Use of Singular and Plural. Where the context requires, the singular includes the plural, and the plural includes the singular.

29. Duplicate Originals; Counterparts. This Development Agreement may be executed in any number of originals and in counterparts. All duplicate originals shall bear the verification of original recordation. Only one original is required to be produced for any purpose.

30. Headings. The headings contained in this Development Agreement are for identification purposes only and shall not be construed to amend, modify, or alter the terms of the Agreement.

31. Entirety of Agreement; Incorporation of Prior Development Approvals. This Development Agreement incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, or understandings regarding the matters contained herein. The 2009 Development Agreement is attached as Exhibit "D" is incorporated herein for the specific

purposes enumerated herein, and for no other purpose. The parties agree that there are no commitments, agreements, understandings, or development orders concerning the subjects covered by this Development Agreement that are not contained in or incorporated into this Agreement and, accordingly, no deviation from the terms hereof shall be predicated upon any prior representations, agreements or approvals, whether written or oral. This Development Agreement contains the entire and exclusive understanding and agreement among the parties and may not be modified in any manner except by an instrument in writing signed by the parties.

32. Recording; Effective Date. The Owner shall record this Development Agreement in the public records of Monroe County, Florida, within ten (10) days after the approval of the fully executed Development Agreement by the state land planning agency . A copy of the recorded Development Agreement showing the date, page and book where recorded shall be submitted to the City and to the state land planning agency by hand delivery, registered or certified United States mail, or by a delivery service that provides a signed receipt showing the date of delivery, within ten (10) days after the Development Agreement is recorded. This Development Agreement shall become effective thirty (30) days after the date that it is recorded in the public records of Monroe County, Florida, and received by the state land planning agency.

33. Date of Agreement. The date of this Development Agreement is the date the last party signs and acknowledges this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have set their hands and seals on the dates below written.

JRC KEY WEST HOTEL, LLC,
an Illinois limited liability company

By: RFA Management Company LLC, a Delaware
limited liability company, its manager

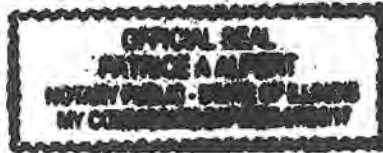
August 1, 2013

By: [Signature]

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me on this 15th day of August, 2013, by EDWARD W. ROSS who is personally known to me or who produced _____ as identification, and who did/did not take an oath.

[Signature]
Notary Public
Name PATRICE A. ALPOT
(typed, printed or stamped)
My commission expires: _____



RFA KEY WEST LLC,
an Illinois limited liability company

By: RFA Investors, LP, a Delaware limited partnership,
its sole member

By: RFA Management Company LLC, a Delaware
limited liability company, its general partner

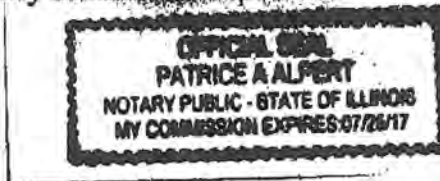
August 1, 2013

By: [Signature]

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me on this 1st day of August, 2013, by EDWARD W. ROSS who is personally known to me or who produced _____ as identification, and who did/did not take an oath.

[Signature]
Notary Public
Name PATRICE A. ALPERT
(typed, printed or stamped)
My commission expires _____



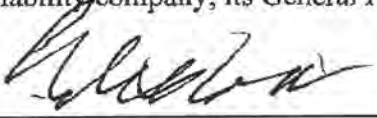
RFA KEY WEST II LLC,
a Florida limited liability company

By: RFA Key West II Manager LLC, a Florida limited liability company, its Manager

By: RFA Investors, LP, a Delaware limited partnership, Manager


By: RFA Management Company LLC, a Delaware limited liability company, its General Partner

August 1, 2013

By: 

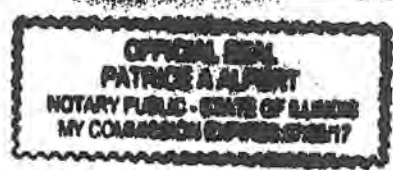
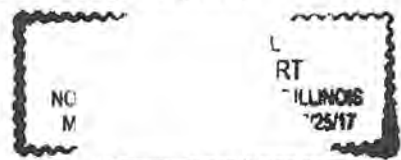
STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me on this 1st day of August, 2013, by EDWARD W. ROSS who is personally known to me or who produced _____ as identification, and who did/did not take an oath.



Notary Public
Name PATRICE A. ALPENT
(typed, printed or stamped)

My commission expires: _____



AVA KEY WEST LLC,
an Illinois limited liability company

August 1, 2013

By: [Signature]

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me on this 1st day of August, 2013, by ANDREW V. AGOSTINI who is personally known to me or who produced _____ as identification, and who did/did not take an oath.

[Signature]

Notary Public

Name PATRICE A. ALPERT
(typed, printed or stamped)

My commission expires: _____



JL KEY WEST LLC,
an Illinois limited liability company

July 31, 2013

By: [Signature]

STATE OF South Carolina
COUNTY OF Charleston


The foregoing instrument was acknowledged before me on this 31st day of July, 2013, by Terril James who is personally known to me or who produced _____ as identification, and who did/did not take an oath.

[Signature]
Notary Public
Name Terril James
(typed, printed or stamped)
My commission expires: 2-12-14

JL Key West II, LLC,
a Florida limited liability company

By: JL Key West II Manager LLC, its Manager

July 31, 2013

By: _____


STATE OF South Carolina
COUNTY OF Charleston

The foregoing instrument was acknowledged before me on this 31st day of July, 2013, by Terri James who is personally known to me or who produced _____ as identification, and who did/did not take an oath.



Terri L. James
Notary Public
Name Terri L. James
(typed, printed or stamped)
My commission expires: 2-12-14

JLW Key West I, LLC,
a Florida limited liability company

By: Andrew V. Agostini, its Managing Member

August 1, 2013

By: [Signature]

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me on this 1st day of August, 2013, by ANDREW V. AGOSTINI who is personally known to me or who produced _____ as identification, and who did/did not take an oath.

[Signature]

Notary Public

Name PATRICE H. ALPERT
(typed, printed or stamped)

My commission expires: _____



JLW Key West 2, LLC,
a Florida limited liability company

By: Andrew V. Agostini, its Managing Member

August 1, 2013

By: 

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me on this 1st day of August, 2013, by ANDREW V. AGOSTINI who is personally known to me or who produced _____ as identification, and who did/did not take an oath.



Notary Public

Name PATRICE A. ALPERT
(typed, printed or stamped)

My commission expires:



CITY OF KEY WEST

August 8, 2013

By: 
Craig Cazes, Mayor



CITY CLERK CHERYL SMITH

MLA 183,061,722v6 2-8-13MARTOSE114251.010100

EXHIBIT "D"
2009 DEVELOPMENT AGREEMENT
(RESOLUTION NO. 09-059)

RESOLUTION NO. 09-059

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AUTHORIZING EXECUTION OF THE ATTACHED DEVELOPMENT AGREEMENT BETWEEN THE CITY AND JRC KEY WEST HOTEL, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY; RFA KEY WEST LLC, AN ILLINOIS LIMITED LIABILITY COMPANY; RFA KEY WEST II, LLC, A FLORIDA LIMITED LIABILITY COMPANY; AVA KEY WEST, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY; JL KEY WEST LLC, AN ILLINOIS LIMITED LIABILITY COMPANY; JL KEY WEST II, LLC, A FLORIDA LIMITED LIABILITY COMPANY; SH 6, INC., A FLORIDA CORPORATION; SH 8 LLC, A FLORIDA LIMITED LIABILITY COMPANY; JLW KEY WEST 1, LLC, A FLORIDA LIMITED LIABILITY COMPANY; AND JLW KEY WEST 2, LLC, A FLORIDA LIMITED LIABILITY COMPANY; PROVIDING FOR AN EFFECTIVE DATE

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached development agreement is hereby approved.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the

Doc# 1739889 04/27/2009 12:16PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

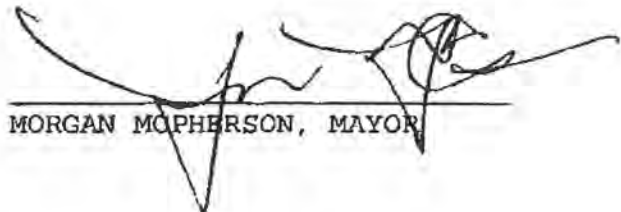
Doc# 1739889
Bk# 2410 Pg# 119

signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 3RD day of March, 2009.

Authenticated by the presiding officer and Clerk of the Commission on March 4, 2009.

Filed with the Clerk March 4, 2009.



MORGAN MCPHERSON, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK

Doc# 1739689
Bk# 2410 Pg# 120

Doc# 1739689
Bk# 2410 Pg# 178

EXHIBIT "D"

**CITY COMMISSION RESOLUTION NO. 07-164
MAJOR DEVELOPMENT PLAN AND CONDITIONAL USE APPROVAL**

RESOLUTION NO. 07-164

Doc# 1739689
Dkt 2410 Pgm 179

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING PURSUANT TO SECTIONS 108-198 AND 122-63 OF THE CODE OF ORDINANCES A MAJOR DEVELOPMENT PLAN AND CONDITIONAL USE FOR THE PROPERTY LOCATED AT 3820 NORTH ROOSEVELT BOULEVARD; PROVIDING CONDITIONS; RESCINDING RESOLUTION NO. 06-246; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Section 108-198, the City Commission shall review and act upon Major Development Plan proposals; and

WHEREAS, at its meeting of March 15, 2007, the Key West Planning Board recommended approval; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the proposed Major Development Plan and Conditional Use for the property located at 3820 North Roosevelt Boulevard is hereby approved.

Section 2: That the twelve conditions recommended by the Planning Board in its Resolution No. 2007-006, attached hereto, are hereby approved and adopted.

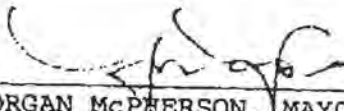
Section 3: That Resolution No. 06-246 is hereby rescinded.

Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 1 day of May, 2007.

Authenticated by the presiding officer and Clerk of the Commission on May 2, 2007.

Filed with the Clerk May 2, 2007.


MORGAN McPHERSON, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK

Doc# 1739589
Bk# 2410 Pg# 180



STATE OF FLORIDA, COUNTY OF MONROE,
CITY OF KEY WEST

This copy is a true copy of the public record on file in this office. Witness my hand and official seal this 2 day of May, 2007

By 
Cheryl Smith, City Clerk

PLANNING BOARD RESOLUTION
No. 2007-006

A RESOLUTION OF THE CITY OF KEY WEST PLANNING BOARD PURSUANT TO SECTION 108-196 OF THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF KEY WEST, APPROVING A MAJOR DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION FOR THE CONSTRUCTION OF 450 KEY HOTEL WITH SPA, HOTEL RESTAURANT AND BAR, 33 TIME SHARE UNITS, 21 RESIDENTIAL UNITS WITH LOCKOUTS AND 2 TRANSIENT LISCENSES EACH. 50 UNIT WORK-FORCE HOUSING AND A CONFERENCE CENTER WITH 20,500 SQUARE FEET OF MEETING SPACE. 21,000 SQUARE FEET OF RETAIL SPACE, A THEMED RESTAURANT AND BAR WITH 7,000 SQUARE FEET IN CONSUMPTION SPACE (250 SEATS) AT WHAT IS CURRENTLY REFERRED TO AS 3820 NORTH ROOSEVELT BOULEVARD (RE#'s 00064950-000000, 00065550-000000, 00065530-000000, 00065540-000000, 00065060-000000, and 00064940-000000); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an Application for a Major Development Plan Application was filed 18 December 2006, by The JLW KEY WEST I LLC, authorized agent for the owner/s of the property, located in the General Commercial (CG) zoning district; and

WHEREAS, the proposal is to allow for the construction of a 450 Key Hotel with Spa, Hotel Restaurant and Bar, 33 Time Share Units, 21 Residential Units with Lockouts and 2 Transient licenses each. 50 Unit Workforce housing and a Conference center with 20,500 square feet of meeting space. 21,000 square feet of retail space, a themed restaurant and bar with 7,000 square feet in consumption space (250 seats); and

WHEREAS, plans received 18 December 2006, were considered at the 11 January 2007 and 8 February 2007 Development Review Committee meetings; and

WHEREAS, after public notice, the application for a Major Development Plan approval was heard by the Planning Board at its Regular Meeting of 15 March 2007; and

WHEREAS, for that meeting, there were 126 notices sent with 0 returned; and

WHEREAS, at that meeting, Senior Planner II Jim Singelyn presented the staff report prepared by Jim Singelyn; and

WHEREAS, the Board heard Mr. Singelyn recommend approval with conditions; and

WHEREAS, the applicant stated they accepted the conditions; and

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the City of Key West, Florida:

Section 1. That the Planning Board approves the application for the Major Development Plan with the following conditions:

1. All units shall be sprinkled.
2. Prior to submitting a building permit application, the applicant shall secure any necessary permits from state and federal agencies, including but not limited to South Florida Water Management District, FDOT, and the City of Key West Utilities.
3. All units (non-transient and transient) shall comply with the Federal Fair Housing Act requirements for accessibility and are ADA adaptable.
4. The property is currently comprised of 8 parcels owned solely by the applicant. A Unity of Title, in a form acceptable to the City Attorney, shall be recorded with the Monroe County Clerk of Courts.
5. The City will grant the applicant 19.6 affordable ROGO allocations should the allocations be available.
6. Restrictive Covenants for the workforce housing units for a minimum term of 50 years, in a form acceptable to the City Attorney, shall be recorded with the Monroe County Clerk of Courts. The effective date of the restrictive covenant shall be the date the Certificate of Occupancy (CO) is issued for the workforce housing units.
7. The CO for the workforce housing units shall be concurrent with or prior to the issuance of the CO for any other part of the resort redevelopment.
8. The developer shall provide a phasing schedule and plan for the displacement and/or relocation of residents of the existing 16 workforce housing units to be redeveloped.
9. The service road access locations at both ends of the site shall have curb cuts that permit both ingress and egress. The curb cut located in front of the Conference Center shall be right and left turn exit only. All other curb cuts shall be one way with all exits to be right turn only onto North Roosevelt Boulevard.
10. A Signage Plan will be submitted to the City for approval prior to the issuance of building permits.
11. Valet parking shall remain throughout the life of the project.
12. This approval rescinds Resolution 06-246.

Section 2. This Resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the Chairman of the Planning Board and the Planning Director.

AND

Doc# 1739689
Bk# 2410 Pg# 163

Parcel D:

A parcel of land on the Island of Key West, Monroe County, Florida, and being described as follows:

Commence at the Northeast corner of Block 15 of the KEY WEST FOUNDATION COMPANY'S PLAT NO. 2, as recorded in Plat Book 1, at Page 189, of the Public Records of Monroe County, Florida, and run thence North $68^{\circ} 45' 40''$ East for a distance of 15 feet to the Westerly curb line of Roosevelt Boulevard; thence run North $21^{\circ} 22' 20''$ West along the said Westerly curb line of Roosevelt Boulevard for a distance of 600 feet, thence run South $68^{\circ} 45' 40''$ West for a distance of 255 feet to the Point of Beginning of the parcel of land being described herein; thence run North $21^{\circ} 22' 20''$ West for a distance of 77.62 feet; thence run South $68^{\circ} 41' 40''$ West for a distance of 1.75 feet; thence run South $21^{\circ} 22' 20''$ East for a distance of 77.62 feet; thence run North $68^{\circ} 45' 40''$ East for a distance of 1.75 feet back to the Point of Beginning.

AND

Parcel E:

A parcel of land on the Island of Key West, Monroe County, Florida, and being described as follows:

Commence at the Northeast corner of Block 15 of the KEY WEST FOUNDATION COMPANY'S PLAT NO. 2, as recorded in Plat Book 1, at Page 189, of the Public Records of Monroe County, Florida, and run thence North $68^{\circ} 45' 40''$ East for a distance of 15 feet to the Westerly curb line of Roosevelt Boulevard; thence run North $21^{\circ} 22' 20''$ West along the said Westerly curb line of Roosevelt Boulevard for a distance of 1065.83 feet to the beginning of a curve concave to the Southwest and having a radius of 536.16 feet; thence run Northwesterly along said curve and Westerly right of way (curb line) of the said Roosevelt Boulevard for an arc distance of 95.50 feet to the Point of Beginning of the parcel of land being described herein; thence run South $62^{\circ} 51' 49''$ West for a distance of 243.95 feet to a point on a curve concave to the Southwest and having a radius of 305.43 feet; thence run Northwesterly along the said curve for an arc distance of 60 feet; thence run North $37^{\circ} 37' 40''$ East for a distance of 241.66 feet more or less to the Westerly right of way (curb line) of the said Roosevelt Boulevard; thence run Southeasterly along the curved Westerly right of way (curb line) of the said Roosevelt Boulevard, said curve being concave to the Southwest and having a radius of 536.16 feet for an arc distance of 165 feet back to the Point of Beginning; Less and Except right of way for North Roosevelt Boulevard (U.S. Highway No.1) as set forth in Order of Taking recorded in Official Records Book 923, Page 199, Public Records of Monroe County, Florida.

Passed at a meeting held 15 March 2007.


Authenticated by the Chair of the Planning Board and the Planning Director.


Chairman Richard Klitenick
Key West Planning Board

4/16/2007

Date


Attest:


Gail E. Kenson, AICP, Planning Director

21 Apr 07

Date

Filed with the Clerk


Cheryl Smith, City Clerk

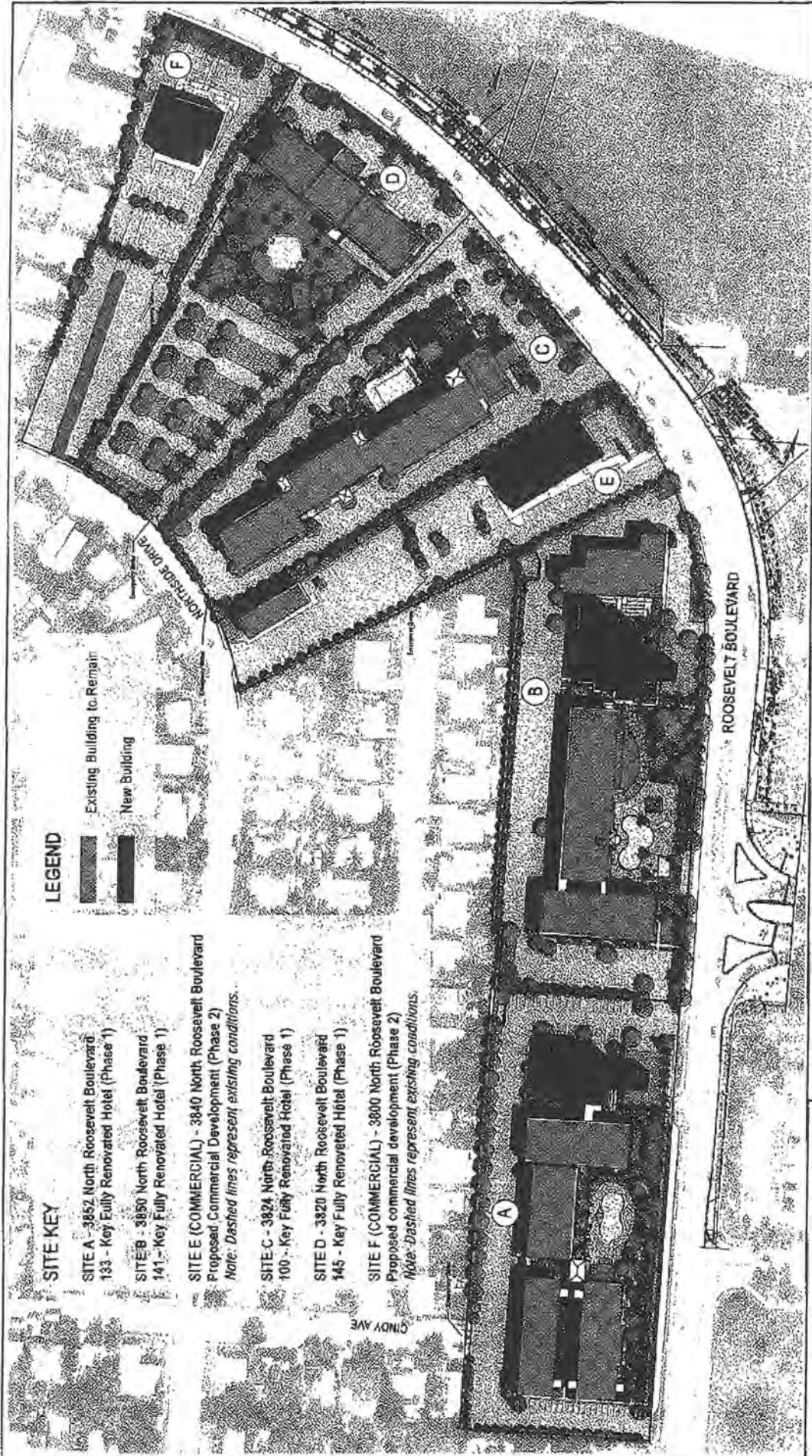
4-23-07

Date

Doc# 1739689
Bk# 2410 Pg# 183

MONROE COUNTY
OFFICIAL RECORDS

EXHIBIT "E"
CONCEPTUAL SITE PLAN



SITE KEY

- SITE A - 3852 North Roosevelt Boulevard
133 - Key Fully Renovated Hotel (Phase 1)
- SITE B - 3850 North Roosevelt Boulevard
141 - Key Fully Renovated Hotel (Phase 1)
- SITE C (COMMERCIAL) - 3840 North Roosevelt Boulevard
Proposed Commercial Development (Phase 2)
Note: Dashed lines represent existing conditions.
- SITE D - 3824 North Roosevelt Boulevard
100 - Key Fully Renovated Hotel (Phase 1)
- SITE E - 3820 North Roosevelt Boulevard
145 - Key Fully Renovated Hotel (Phase 1)
- SITE F (COMMERCIAL) - 3800 North Roosevelt Boulevard
Proposed commercial development (Phase 2)
Note: Dashed lines represent existing conditions.

LEGEND

- Existing Building to Remain
- New Building

PROJECT # 20120295.00 | REVISION # 002 | DATE 03 27 2013



Notes



0 60 120

OVERALL PROPOSED DEVELOPMENT SITE PLAN

KEY WEST HOTEL COLLECTION

License # A-1350949

Key West, Florida 33040



EXHIBIT "F"
EASEMENTS

LISTING OF EASEMENTS

Site A:

- 5' utility easement along back of property (O.R. 598, page 252)

Site B:

- 5' utility easement across lots 1-7 (O.R. 181, page 556). This is along the back of the property on the adjacent residential parcels.
- "Cannot determine location of easement on O.R. 218, page 6." This note sits on top of adjacent residential parcels 6 and 7 on the survey.
- P.O.B. 30' easement located in south corner of property at the frame shed
- 20' utility easement (O.R. 1668, Pg 2199) on top of a 10' utility easement (O.R. 190, Pg 550) along the north edge of the property above the tower, cuts across the parking spaces
- 30' utility easement (O.R. 82, Page 32) overlapping a 10' utility easement (O.R. 501, Page 687) along the west edge of the property cutting across the parking spaces and ending at the large covered building in the SW corner of the property
- 6' easement (O.R. Book 1146, Page 218) at SE corner of property ending just north of the fire hydrant
- Overlapping hydrant to the north, irregularly shaped FCAA Easement (O.R. Book 1662, Page 1453) – possibly for the Welcome Sign?
- There is a note at the existing porte cochere calling for a Blanket Easement Across Property (O.R. Book 1662, Page 2168), but there is no dashed lined describing the size of it.

Site C:

- None on survey

Site D:

- None on survey

Site E:

- None on survey

Site F:

- None on survey

COMPOSITE EXHIBIT "G"
CONCURRENCY ANALYSIS

KEY WEST HOTEL COLLECTION
NORTH ROOSEVELT BLVD DEVELOPMENT
Concurrency Management Report
ARTICLE III. - LEVEL OF SERVICE

The proposed renovation of the six properties along North Roosevelt Boulevard will generally maintain the same burden on local utilities and municipal services.

Sec. 94-66. – Scope of Development

PHASE 1

SITE A – 3852 North Roosevelt Blvd – Phase 1 (RE # 00065060-000000)

The existing site's impervious surfaces cover approximately 80.5% of the site. The proposed plan, however, only covers approximately 75.13% of the site. That is an increase of over 7,700 square feet of pervious area.

The renovation will demolish the existing Waffle House and lobby building and replace it with a new lobby and registration building. This will reduce the consumption area of the property by 35%. The new lobby building will not include a commercial kitchen space, only a food preparation area to serve breakfast to the hotel guests.

The new lobby building will be constructed with energy efficient wall and roof assemblies and will be built above the base flood elevation in accordance with FEMA standards. The existing buildings that will remain will also be upgraded with new wall assemblies at the guest entries, new roof assemblies, and by adding insulation and new finishes to the existing walls. All doors and windows on the property will be new and insulated.

Throughout the site, more efficient fixtures will replace existing equipment. This includes both plumbing and lighting fixtures. In addition, the mechanical systems will be completely replaced with more energy efficient equipment in the guest rooms and public areas.

Lastly, the proposed renovation will not add any guest rooms to the current property.

SITE B – 3850 North Roosevelt Blvd – Phase 1 (RE # 00064940-000000)

The existing site's impervious surfaces cover approximately 82.68% of the site. The proposed plan, however, only covers approximately 75.76% of the site. That is an increase of over 11,500 square feet of pervious area.

The renovation will demolish the existing restaurant building and replace it with a new lobby and registration building. This will reduce the consumption area of the property by 64%. The new lobby building will have a commercial kitchen that focuses on serving breakfast to the hotel guests only.

The new lobby building will be constructed with energy efficient wall and roof assemblies and will be built above the base flood elevation in accordance with FEMA standards. The existing buildings that will remain will also be upgraded with new wall assemblies at the guest entries,

new roof assemblies, and by adding insulation and new finishes to the existing walls. All doors and windows on the property will be new and insulated.

Throughout the site, more efficient fixtures will replace existing equipment. This includes both plumbing and lighting fixtures. In addition, the mechanical systems will be completely replaced with more energy efficient equipment in the guest rooms and public areas.

Lastly, the proposed renovation will not add any guest rooms to the current property.

SITE C – 3824 North Roosevelt Blvd – Phase 1 (RE # 00065550-000000)

The existing site's impervious surfaces cover approximately 81.84% of the site. The proposed plan, however, only covers approximately 75.07% of the site. That is an increase of over 8,900 square feet of pervious area.

The renovation will demolish the restaurant and meeting space portion of the existing lobby building. This will reduce the consumption area of the property by 86%. The renovated lobby building will not include a commercial kitchen space, only a food preparation area to serve breakfast to the hotel guests only.

The existing buildings that will remain on the site will be upgraded with new wall assemblies at the guest entries, new roof assemblies, and by adding insulation and new finishes to the existing walls. All doors and windows on the property will be new and insulated.

Throughout the site, more efficient fixtures will replace existing equipment. This includes both plumbing and lighting fixtures. In addition, the mechanical systems will be completely replaced with more energy efficient equipment in the guest rooms and public areas.

Lastly, the proposed renovation will not add any guest rooms to the current property.

SITE D – 3820 North Roosevelt Blvd – Phase 1 (RE # 00065530-000000)

The existing site's impervious surfaces cover approximately 82.15% of the site. The proposed plan, however, only covers approximately 70.33% of the site. That is an increase of over 2,400 square feet of pervious area.

The renovation will demolish the restaurant space on the ground level. This will reduce the consumption area of the property by 23%. The renovated lobby will not include a commercial kitchen space, only a food preparation area to serve breakfast to the hotel guests. Two shell retail spaces, totaling 2,420 square feet, will also be incorporated into the ground level.

The existing entire building will be upgraded with new wall assemblies at the guest entries, new roof assemblies, and by adding insulation and new finishes to the existing walls. All doors and windows on the property will be new and insulated.

Throughout the site, more efficient fixtures will replace existing equipment. This includes both plumbing and lighting fixtures. In addition, the mechanical systems will be completely replaced with more energy efficient equipment in the guest rooms and public areas.

Lastly, the proposed renovation will not add any guest rooms to the current property.

(Future) Commercial Development

SITE E – 3840 North Roosevelt Blvd – Phase 2 (RE # 00064950-000000)

The renovation will demolish the two commercial buildings closest to Roosevelt and replace them with a new commercial building that has the same square footage. The new building will be built above the base flood elevation in accordance with FEMA standards. Because there will only be one building and the parking will be arranged more efficiently, 4,100 square feet of pervious area will be added to the site.

The new building will be constructed with energy efficient wall and roof assemblies.

More efficient fixtures will replace existing equipment. This includes both plumbing and lighting fixtures. In addition, the mechanical systems will be completely replaced with more energy efficient equipment.

SITE F – 3800 North Roosevelt Blvd – Phase 2 (RE # 00065540-000000)

The renovation will demolish the commercial building closest to Roosevelt and replace it with a new commercial building that has the same square footage. The new building will be built above the base flood elevation in accordance with FEMA standards. Because the parking will be arranged more efficiently and the site should be screened from its neighbors, 8,600 square feet of pervious area will be added to the site.

The new building will be constructed with energy efficient wall and roof assemblies.

More efficient fixtures will replace existing equipment. This includes both plumbing and lighting fixtures. In addition, the mechanical systems will be completely replaced with more energy efficient equipment.

Sec. 94-67. – Sanitary Sewer

Level of service standards for sanitary sewer is 660 gallons per acre per day for non-residential uses. The actual calculations per site are shown below:

Site A

i.)	Existing Capacity required based on site size:		
	Site Size =	3.30	acres
	Total Capacity = acres x 660 gal / acres /day =	2,178	gal / day
ii.)	Proposed Capacity required based on site size:		
	Site Size =	3.30	acres
	Total Capacity = acres x 660 gal / acres /day =	2,178	gal / day
iii.)	Existing Capacity required based on floor area:		
	Floor Area =	1.63	acres
	Total Capacity = acres x 660 gal / acres /day =	1,076	gal / day

iv.)	Existing Capacity required based on floor area:		
	Floor Area =	1.77	acres
	Total Capacity = acres x 660 gal / acres /day =	1,168	gal / day

Site B

i.)	Existing Capacity required based on site size:		
	Site Size =	3.83	acres
	Total Capacity = acres x 660 gal / acres /day =	2,528	gal / day
ii.)	Proposed Capacity required based on site size:		
	Site Size =	3.83	acres
	Total Capacity = acres x 660 gal / acres /day =	2,528	gal / day
iii.)	Existing Capacity required based on floor area:		
	Floor Area =	1.89	acres
	Total Capacity = acres x 660 gal / acres /day =	1,247	gal / day
iv.)	Existing Capacity required based on floor area:		
	Floor Area =	2.01	acres
	Total Capacity = acres x 660 gal / acres /day =	1,327	gal / day

Site C

i.)	Existing Capacity required based on site size:		
	Site Size =	3.02	acres
	Total Capacity = acres x 660 gal / acres /day =	1,993	gal / day
ii.)	Proposed Capacity required based on site size:		
	Site Size =	3.02	acres
	Total Capacity = acres x 660 gal / acres /day =	1,993	gal / day
iii.)	Existing Capacity required based on floor area:		
	Floor Area =	1.34	acres
	Total Capacity = acres x 660 gal / acres /day =	884	gal / day
iv.)	Existing Capacity required based on floor area:		
	Floor Area =	1.27	acres
	Total Capacity = acres x 660 gal / acres /day =	838	gal / day

Site D

i.)	Existing Capacity required based on site size:		
	Site Size =	3.08	acres
	Total Capacity = acres x 660 gal / acres /day =	2,033	gal / day
ii.)	Proposed Capacity required based on site size:		
	Site Size =	3.08	acres

	Total Capacity = acres x 660 gal / acres /day =	2,033	gal / day
iii.)	Existing Capacity required based on floor area:		
	Floor Area =	2.06	acres
	Total Capacity = acres x 660 gal / acres /day =	1,360	gal / day
iv.)	Existing Capacity required based on floor area:		
	Floor Area =	2.11	acres
	Total Capacity = acres x 660 gal / acres /day =	1,393	gal / day

Sec. 94-68. – Potable water

Level of service standards for potable water is 650 gallons per acre per day for non-residential uses. The actual calculations per site are shown below:

Site A

i.)	Existing Capacity required based on site size:		
	Site Size =	3.30	acres
	Total Capacity = acres x 650 gal / acres /day =	2,145	gal / day
ii.)	Proposed Capacity required based on site size:		
	Site Size =	3.30	acres
	Total Capacity = acres x 650 gal / acres /day =	2,145	gal / day
iii.)	Existing Capacity required based on floor area:		
	Floor Area =	1.63	acres
	Total Capacity = acres x 650 gal / acres /day =	1,060	gal / day
iv.)	Existing Capacity required based on floor area:		
	Floor Area =	1.77	acres
	Total Capacity = acres x 650 gal / acres /day =	1,151	gal / day

Site B

i.)	Existing Capacity required based on site size:		
	Site Size =	3.83	acres
	Total Capacity = acres x 650 gal / acres /day =	2,490	gal / day
ii.)	Proposed Capacity required based on site size:		
	Site Size =	3.83	acres
	Total Capacity = acres x 650 gal / acres /day =	2,490	gal / day
iii.)	Existing Capacity required based on floor area:		
	Floor Area =	1.89	acres
	Total Capacity = acres x 650 gal / acres /day =	1,229	gal / day

iv.)	Existing Capacity required based on floor area:		
	Floor Area =	2.01	acres
	Total Capacity = acres x 650 gal / acres /day =	1,307	gal / day

Site C

i.)	Existing Capacity required based on site size:		
	Site Size =	3.02	acres
	Total Capacity = acres x 650 gal / acres /day =	1,963	gal / day
ii.)	Proposed Capacity required based on site size:		
	Site Size =	3.02	acres
	Total Capacity = acres x 650 gal / acres /day =	1,963	gal / day
iii.)	Existing Capacity required based on floor area:		
	Floor Area =	1.34	acres
	Total Capacity = acres x 650 gal / acres /day =	871	gal / day
iv.)	Existing Capacity required based on floor area:		
	Floor Area =	1.27	acres
	Total Capacity = acres x 650 gal / acres /day =	823	gal / day

Site D

i.)	Existing Capacity required based on site size:		
	Site Size =	3.08	acres
	Total Capacity = acres x 650 gal / acres /day =	2,002	gal / day
ii.)	Proposed Capacity required based on site size:		
	Site Size =	3.08	acres
	Total Capacity = acres x 650 gal / acres /day =	2,002	gal / day
iii.)	Existing Capacity required based on floor area:		
	Floor Area =	2.06	acres
	Total Capacity = acres x 650 gal / acres /day =	1,338	gal / day
iv.)	Existing Capacity required based on floor area:		
	Floor Area =	2.11	acres
	Total Capacity = acres x 650 gal / acres /day =	1,371	gal / day

Sec. 94-69. – Drainage facilities

The drainage level of service applicable to this proposed development is determined by both of the following:

- (1) *Postdevelopment runoff shall not exceed the predevelopment runoff rate for a 25-year storm event, up to and including an event with a 24-hour duration.*

You will notice on each sheet in the drainage calculations the Post Development - Pre Development is producing a negative value, defining a reduction in the runoff.

- (2) Stormwater treatment and disposal facilities shall be designed to meet the design and performance standards established in F.A.C. 17-25.025, with treatment of the runoff from the first one inch of rainfall on site to meet the water quality standards required by F.A.C. 17-302.500. Stormwater facilities which directly discharge into outstanding Florida waters (OFW) shall provide an additional treatment pursuant to F.A.C. 17-25.025(9).

In the water quality section of the drainage calcs, you will see we are providing a pre-treatment value that meets or exceeds the 1" runoff.

The actual calculations per site are shown below:

Site A

Water Quantity and Water Quality Calculations				
<u>Water Quantity - Predevelopment</u>				
Project Area	A =	3.305	ac	143,987 sf
Pervious Area		0.644	ac	28,047 sf
Impervious Area		2.662	ac	115,940 sf
% Impervious		80.52%		
Rainfall for 25yr/24hr event	P ₂₄ =	9	in	
Rainfall for 25yr/72hr event	P ₇₂ =	12.23	in	
Depth to Water Table		2	ft	
Predeveloped Available Storage		1.88	in	
Soil Storage	S =	0.37	in	
$Q_{pre} = \frac{(P_{24} - 0.2S)^2}{(P_{24} + 0.8S)}$	Q _{pre} =	11.80	in	
Runoff Volume from 25 year/ 3 day storm	V _{25yr/72hr} =	39.01	ac-in	
<u>Water Quantity - Postdevelopment</u>				
Project Area	A =	3.305	ac	143,987 sf
Pervious Area		0.822	ac	35,813 sf
Impervious Area		2.483	ac	108,174 sf
% Impervious		75.1%		
Rainfall for 25yr/24hr event	P ₂₄ =	9	in	
Rainfall for 25yr/72hr event	P ₇₂ =	12.23	in	
Depth to Water Table		2	ft	

Developed Available Storage		1.88	in	
Soil Storage	S =	0.47	in	
$Q_{post} = \frac{(P_{24} - 0.2S)^2}{(P_{24} + 0.8S)}$	$Q_{post} =$	11.69	in	
Runoff Volume from 25 year/ 3 day storm	$V_{25yr(24h)} =$	38.63	ac-in	
<u>Postdevelopment - Predevelopment</u>				
$Q_{pre-post} = Q_{post} - Q_{pre}$	$Q_{pre-post} =$	-0.12	in	
Pre/Post Volume = $Q_{pre-post} \times A$	$V_{pre-post} =$	-0.38	ac-in	
<u>Water Quality</u>				
Basin A		3.305	ac	143,987 sf
Surface Water		0.000	ac	0 sf
Roof Area		0.969	ac	42,190 sf
Pavement/Walkways		1.515	ac	65,984 sf
Pervious area		0.822	ac	35,813 sf
Site Area for Water Quality (Total Area - (Surface Water + Roof Area))		2.337	ac	101,797 sf
Impervious area for water Quality (Site area for Water Quality - Pervious area)		1.515	ac	65,984 sf
% Impervious		46%		
A) One inch of runoff from project area		3.305	ac-in	
B) 2.5 inches times percent impervious (2.5 x percent impervious x (site area - surface water))		3.787	ac-in	
<u>Comparison of Water Quality Methods</u>				
		3.305	<	3.787
		ac-in		ac-in
<u>Comparison of Water Quality vs Water Quantity</u>				
		3.787	>	-0.380
		ac-in		ac-in
Pretreatment Volume Required		3.787	ac-in	13,747 cf
Pretreatment volume provided (Dry Retention)		0.337	ac-in	1,225 cf
Pretreatment Volume Provided (Exfiltration Trench)		3.880	ac-in	11,780 cf
Total Pretreatment Volume Provided		4.217	ac-in	15,309 cf

Exfiltration Trench Design			
Required trench length (L) =	-		
	-		
	V		
	$K (H^2W + 2H^2Du - Du^2 + 2H^2Ds) + 1.39 \times 10^{-4} (W)(Du)$		
Hydraulic Conductivity, K =	0.000214		
H =	2	ft	
W =	5	ft	
Du =	1	ft	
Ds =	2.5	ft	
Volume of Trench, V =	3.449	ac-in	
Trench Length Required =	615	FT	
Trench Length Provided =	693	FT	

Injection Well Design			
Design Volume =	38.63	ac-in	per 1 day event
Design Rate (15.19/24) =	1.610	ac-in	/hr
Assumed (K) value between 60' to 100'	0.03	cf/sec/sf	
Well diameter (D)	2.00	ft	
Surface Area per foot of well length (SA)	6.28	sf	
Length of open hole (L)	30.00	ft	
Well discharge capacity = (K)(SA)(L) =	5.65	>	1.610
	cfs		cfs

Depth to Water Table	Non-Compacted Water Storage	Compacted Water Storage
Feet	Inches	Inches
1	0.6	0.45
2	2.5	1.88
3	6.6	4.95
4	10.9	8.18

Site B

Water Quantity and Water Quality Calculations			
<u>Water Quantity - Predevelopment</u>			
Project Area	A =	3.831	ac 166,895 sf

Pervious Area	0.665	ac	28,951	sf
Impervious Area	3.167	ac	137,944	sf
% Impervious	82.65%			
Rainfall for 25yr/24hr event	$P_{24} = 9$	in		
Rainfall for 25yr/72hr event	$P_{72} = 12.23$	in		
Depth to Water Table	2	ft		
Predeveloped Available Storage	1.88	in		
Soil Storage	$S = 0.33$	in		
$Q_{pre} = \frac{(P_{24} - 0.2S)^2}{(P_{24} + 0.8S)}$	$Q_{pre} = 11.85$	in		
Runoff Volume from 25 year/ 3 day storm	$V_{25yr/24hr} = 45.39$	ac-in		
<u>Water Quantity - Postdevelopment</u>				
Project Area	$A = 3.831$	ac	166,895	sf
Pervious Area	0.929	ac	40,452	sf
Impervious Area	2.903	ac	126,443	sf
% Impervious	75.8%			
Rainfall for 25yr/24hr event	$P_{24} = 9$	in		
Rainfall for 25yr/72hr event	$P_{72} = 12.23$	in		
Depth to Water Table	2	ft		
Developed Available Storage	1.88	in		
Soil Storage	$S = 0.46$	in		
$Q_{post} = \frac{(P_{24} - 0.2S)^2}{(P_{24} + 0.8S)}$	$Q_{post} = 11.70$	in		
Runoff Volume from 25 year/ 3 day storm	$V_{25yr/24hr} = 44.83$	ac-in		
<u>Postdevelopment - Predevelopment</u>				
$Q_{pre-post} = Q_{post} - Q_{pre}$	$Q_{pre-post} = -0.15$	in		
Pre/Post Volume = $Q_{pre-post} \times A$	$V_{pre-post} = -0.57$	ac-in		
<u>Water Quality</u>				
Basin A	3.831	ac	166,895	sf
Surface Water	0.000	ac	0	sf
Roof Area	0.605	ac	26,371	sf
Pavement/Walkways	2.297	ac	100,072	sf
Pervious area	0.929	ac	40,452	sf

Site Area for water quality (Total Area- (Surface Water + Roof Area)	3.226	ac	140,524	sf
Impervious area for water Quality (Site area for Water Quality - Pervious area)	2.297	ac	100,072	sf
% Impervious	60%			
A) One inch of runoff from project area	<u>3.831</u>	ac-in		
B) 2.5 inches times percent impervious (2.5 x percent impervious x (site area - surface water))	<u>5.743</u>	ac-in		
<u>Comparison of Water Quality Methods</u>				
	3.831	<	<u>5.743</u>	
	ac-in		ac-in	
<u>Comparison of Water Quality vs Water Quantity</u>				
	<u>5.743</u>	>	-0.565	
	ac-in		ac-in	
Pretreatment Volume Required	5.743	ac-in	20,848	cf
Pretreatment volume provided (Dry Retention)	0.632	ac-in	2,295	cf
Pretreatment Volume Provided (Exfiltration Trench)	5.950	ac-in	18,064	cf
Total Pretreatment Volume Provided	<u>6.582</u>	ac-in	<u>23,894</u>	cf

Exfiltration Trench Design			
Required trench length (L) =			
	V		
	$K (H^2W + 2H^2Du - Du^2 + 2H^2Ds) + 1.39 \times 10^{-4}(W)(Du)$		
Hydraulic Conductivity, K=	0.000502		
H =	2.25	ft	
W =	5	ft	
Du =	1.25	ft	
Ds =	1.5	ft	
Volume of Trench, V =	5.111	ac-in	
Trench Length Required =	428	FT	
Trench Length Provided =	496	FT	

Injection Well Design

Design Volume =	44.83	ac-in	per 1 day event
Design Rate (15.19/24) =	1.868	ac-in	/hr
Assumed (K) value between 60' to 100'	0.03	cf/sec/sf	
Well diameter (D)	2.00	ft	
Surface Area per foot of well length (SA)	6.28	sf	
Length of open hole (L)	30.00	ft	
Well discharge capacity = (K)(SA)(L) =	5.65	>	1.868 cfs

Depth to Water Table	Non Compacted Water Storage		Compacted Water Storage	
	Feet	Inches	Inches	
1		0.6	0.45	
2		2.5	1.88	
3		6.6	4.95	
4		10.9	8.18	

Site C

Water Quantity and Water Quality Calculations

Water Quantity - Predevelopment

Project Area	A =	3.023	ac	131,661	sf
Pervious Area		0.000	ac	0	sf
Impervious Area		3.023	ac	131,661	sf
% Impervious		100.00%			

Rainfall for 25yr/24hr event	P ₂₄ =	9	in
Rainfall for 25yr/72hr event	P ₇₂ =	12.23	in

Depth to Water Table		2	ft
Predeveloped Available Storage		1.88	in
Soil Storage	S =	0.00	in

$Q_{pre} = \frac{(P_{24} - 0.2S)^2}{(P_{24} + 0.8S)}$	Q _{pre} =	12.23	in
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Runoff Volume from 25 year/ 3 day storm	V _{25yr/24hr} =	36.97	ac-in
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Water Quantity - Postdevelopment

Project Area	A =	3.023	ac	131,661	sf
Pervious Area		0.754	ac	32,824	sf
Impervious Area		2.269	ac	98,837	sf

% Impervious	75.1%			
Rainfall for 25yr/24hr event	$P_{24} =$	9	in	
Rainfall for 25yr/72hr event	$P_{72} =$	12.23	in	
Depth to Water Table		2	ft	
Developed Available Storage		1.88	in	
Soil Storage	$S =$	0.47	in	
$Q_{post} = \frac{(P_{24} - 0.2S)^2}{(P_{24} + 0.8S)}$	$Q_{ocst} =$	11.69	in	
Runoff Volume from 25 year/ 3 day storm	$V_{25yr/24hr} =$	35.32	ac-in	
<u>Postdevelopment - Predevelopment</u>	-			
$Q_{Dro-Post} = Q_{ocst} - Q_{pre}$	$Q_{pre-post} =$	-0.55	in	
Pre/Post Volume = $Q_{Dro-Post} \times A$	$V_{Dro-Post} =$	-1.65	ac-in	
<u>Water Quality</u>	-			
-	-			
Basin A	3.023	ac	131,661	sf
Surface Water	0.000	ac	0	sf
Roof Area	0.684	ac	29,800	sf
Pavement/Walkways	1.585	ac	69,037	sf
Pervious area	0.754	ac	32,824	sf
Site Area for Water Quality (Total Area - (Surface Water + Roof Area))	2.338	ac	101,861	sf
Impervious area for water Quality (Site area for Water Quality - Pervious area)	1.585	ac	69,037	sf
% Impervious	52%			
A) One inch of runoff from project area	3.023	ac-in		
B) 2.5 inches times percent impervious (2.5 x percent impervious x (site area - surface water))	3.962	ac-in		
<u>Comparison of Water Quality Methods</u>	-			
	3.023	<	3.962	
	ac-in		ac-in	
<u>Comparison of Water Quality vs Water Quantity</u>	3.962	>	-1.647	

		ac-in	ac-in	
Pretreatment Volume Required	3.962	ac-in	14,383	cf
Pretreatment volume provided (Dry Retention)	0.000	ac-in	5,389	cf
Pretreatment Volume Provided (Exfiltration Trench)	4.035	ac-in	12,250	cf
Total Pretreatment Volume Provided	4.035	ac-in	14,647	cf

Exfiltration Trench Design			
Required trench length (L) =	-		
	-		
	V		
	$K (H_2W + 2H_2Du - Du^2 + 2H_2Ds) + 1.39 \times 10^{-4} (W)(Du)$		
Hydraulic Conductivity, K =	0.0001		
H =	2.25	ft	
W =	5	ft	
Du =	1.25	ft	
Ds =	3.25	ft	
Volume of Trench, V =	3.962	ac-in	
Trench Length Required =	1026	FT	
Trench Length Provided =	1045	FT	

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Injection Well Design			
Design Volume =	35.32	ac-in	per 1 day event
Design Rate (15.19/24) =	1.472	ac-in	/hr
Assumed (K) value between 60' to 100'	0.03	cf/sec/sf	
Well diameter (D)	2.00	ft	
Surface Area per foot of well length (SA)	6.28	sf	
Length of open hole (L)	30.00	ft	
Well discharge capacity = (K)(SA)(L) =	5.65	>	1.472
	cfs		cfs

Depth to Water Table	Non Compacted Water Storage	Compacted Water Storage
Feet	Inches	Inches
1	0.6	0.45
2	2.5	1.88
3	6.6	4.95
4	10.9	8.18

Site D

Water Quantity and Water Quality Calculations

Water Quantity - Predevelopment

Project Area	A =	3.084	ac	134,331	sf
Pervious Area		0.550	ac	23,978	sf
Impervious Area		2.533	ac	110,353	sf
% Impervious		82.15%			

Rainfall for 25yr/24hr event	P ₂₄ =	9	in
Rainfall for 25yr/72hr event	P ₇₂ =	12.23	in

Depth to Water Table		2	ft
Predeveloped Available Storage		1.88	in
Soil Storage	S =	0.34	in

$Q_{pre} = \frac{(P_{24} - 0.2S)^2}{(P_{24} + 0.8S)}$	Q _{pre} =	11.84	in
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Runoff Volume from 25 year/ 3 day storm	V _{25yr/24hr}	=	36.50	ac-in
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Water Quantity - Postdevelopment

Project Area	A =	3.084	ac	134,331	sf
Pervious Area		0.606	ac	26,417	sf
Impervious Area		2.477	ac	107,914	sf
% Impervious		80.3%			

Rainfall for 25yr/24hr event	P ₂₄ =	9	in
Rainfall for 25yr/72hr event	P ₇₂ =	12.23	in

Depth to Water Table		2	ft
Developed Available Storage		1.88	in
Soil Storage	S =	0.37	in

$Q_{post} = \frac{(P_{24} - 0.2S)^2}{(P_{24} + 0.8S)}$	Q _{post} =	11.80	in
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Runoff Volume from 25 year/ 3 day storm	V _{25yr/24hr}	=	36.38	ac-in
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Postdevelopment - Predevelopment

$Q_{pre-post} = Q_{post} - Q_{pre}$	Q _{pre-post}	=	-0.04	in
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Pre/Post Volume = Q _{pre-post} x A	V _{pre-post}	=	-0.12	ac-in
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Water Quality

Project Area	3.084	ac	134,331	sf
Surface Water	0.000	ac	0	sf
Roof Area	0.495	ac	21,557	sf
Pavement/Walkways	1.982	ac	86,357	sf
Pervious area	0.606	ac	26,417	sf
Site Area for Water Quality (Total Area - (Surface Water + Roof Area))	2.589	ac	112,774	sf
Impervious area for water Quality (Site area for Water Quality - Pervious area)	1.982	ac	86,357	sf
% Impervious	64%			
A) One inch of runoff from project area	3.084	ac-in		
B) 2.5 inches times percent impervious (2.5 x percent impervious x (site area - surface water))	4.956	ac-in		

Comparison of Water Quality Methods

3.084 < 4.956
ac-in ac-in

Comparison of Water Quality vs Water Quantity

4.956 > -0.120
ac-in ac-in

Pre-treatment Volume Required	4.956	ac-in	17,991	cf
Pretreatment volume provided (Dry Retention)	0.303	ac-in	1,100	cf
Pretreatment Volume Provided (Exfiltration Trench)		ac-in	0	cf
Total Pretreatment Volume Provided	0.303	ac-in	1,100	cf

Exfiltration Trench Design

Required trench length (L) =

V

$$K (H^2W + 2H^2Du - Du^2 + 2H^2Ds) + 1.39 \times 10^{-4} (W)(Du)$$

- Hydraulic Conductivity, K = 0.0001
- H = 2.25 ft
- W = 5 ft
- Du = 1.25 ft
- Ds = 3 ft
- Volume of Trench, V = 4.956 ac-in

Trench Length Required = 1322 FT
 Trench Length Provided = 1123 FT

Injection Well Design			
Design Volume =	36.38	ac-in	per 1 day event
Design Rate (15.19/24) =	1.516	ac-in	/hr
Assumed (K) value between 60' to 100'	0.03	cf/sec/sf	
Well diameter (D)	2.00	ft	
Surface Area per foot of well length (SA)	6.28	sf	
Length of open hole (L)	30.00	ft	
Well discharge capacity = (K)(SA)(L) =	5.65	>	1.516 cfs

Depth to Water Table	Non Compacted Water Storage	Compacted Water Storage
Feet	Inches	Inches
1	0.6	0.45
2	2.5	1.88
3	6.6	4.95
4	10.9	8.18

IMPACT OVERALL CALCULATION

Project Area	Pre-Development											
	Site A			Site B			Site C			Site D		
	sf	ac	%	sf	ac	%	sf	ac	%	sf	ac	%
Impervious Area	115940	2.662	80.52%	117944	3.167	82.05%	107747	2.471	81.84%	110153	2.531	82.75%
Pervious		0.000		28921	0.665	17.35%	23914	0.549	18.10%	23928	0.550	17.85%
total	115940	2.662		166865	3.831		131661	3.021	100.00%	134131	3.081	100.00%
asphalt	50169	1.152	34.84%	52444	1.204	31.42%	59017	1.355	44.84%	69268	1.606	52.00%
concrete (walkways, stairs, etc. patios)	15819	0.361	10.90%	47538	1.094	26.54%	10000	0.230	7.60%	16189	0.376	12.20%
roof area	47100	0.969	29.30%	26371	0.605	15.80%	29800	0.684	22.65%	21552	0.495	16.05%
total	108174	2.483	75.15%	126443	2.903	75.70%	98837	2.266	75.00%	109144	2.477	80.33%
				40452	0.92865	0.24258	32824	0.75155	0.249107	26417	0.60451	0.196856

Sec. 94-71. - Solid Waste

Level of service standards for solid waste is 6.37 pounds per capita per day for non-residential uses. The actual calculations per site are shown below:

Site A

i.)	Existing Capacity required based per capita:		
		45	Employees
	Total Key Count (134) x 2 persons =	268	Guests
	Total Capacity = (Total Capita) x 6.37 lb / capita / day=	1,994	lb
ii.)	Proposed Capacity required based per capita:		
		45	Employees
	Total Key Count (133) x 2 persons =	266	Guests
	Total Capacity = (Total Capita) x 6.37 lb / capita / day=	1,981	lb

Site B

i.)	Existing Capacity required based per capita:		
		46	Employees
	Total Key Count (148) x 2 persons =	296	Guests
	Total Capacity = (Total Capita) x 6.37 lb / capita / day=	2,179	lb
ii.)	Proposed Capacity required based per capita:		
		46	Employees
	Total Key Count (141) x 2 persons =	282	Guests
	Total Capacity = (Total Capita) x 6.37 lb / capita / day=	2,089	lb

Site C

i.)	Existing Capacity required based per capita:		
		29	Employees
	Total Key Count (100) x 2 persons =	200	Guests
	Total Capacity = (Total Capita) x 6.37 lb / capita / day=	1,459	lb
ii.)	Proposed Capacity required based per capita:		
		29	Employees
	Total Key Count (100) x 2 persons =	200	Guests
	Total Capacity = (Total Capita) x 6.37 lb / capita / day=	1,459	lb

Site D

i.)	Existing Capacity required based per capita:		
		45	Employees
	Total Key Count (145) x 2 persons =	290	Guests
	Total Capacity = (Total Capita) x 6.37 lb / capita / day=	2,134	lb
ii.)	Proposed Capacity required based per capita:		
		45	Employees
	Total Key Count (145) x 2 persons =	290	Guests

Total Capacity = (Total Capita) x 6.37 lb / capita / day=	2,134	lb
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Sec. 94-70. – Roads

Trip Generation Analysis:

- Site A- 3852 North Roosevelt Blvd.
- Site B- 3850 North Roosevelt Blvd.
- Site C- 3824 North Roosevelt Blvd.
- Site D- 3820 North Roosevelt Blvd.
- Site E - 3840 North Roosevelt Blvd
- Site F- 3800 North Roosevelt Blvd.

The Key West Hotel Collection is a proposed renovation of (6) properties along North Roosevelt Blvd., consisting of 4 hotels and 2 commercial parcels. The following sections summarize the project description and trip generation for each of the properties. The analysis was conducted utilizing the Institute of Transportation Engineers (ITE) Trip Generation 8th Edition and Trip Generation Handbook. The main focus of the following study is to provide a general understanding of pre- development Vs. post- development trip generation based off of proposed land uses:

Project Description / Trip Generation

Site A

The existing site currently features a (134) room hotel and (40) seat high-turnover restaurant. The proposed renovations will demolish the restaurant building and expand the administrative / welcome facilities of the hotel. Furthermore, the hotel will remove (1) room to reach a proposed room count of (133). Refer to Attachment A for a summary of the site's existing and anticipated trip generation. The development of the property will reduce the number of p.m. peak hour trips from 95 to 78, a net reduction of 17 trips.

Site B

The existing site currently features a (148) room hotel and (199) seat high-turnover restaurant. The proposed renovations will demolish the restaurant building and expand the administrative / welcome facilities of the hotel. Furthermore, the hotel renovation will result in the removal of (7) rooms to reach a proposed room count of (141). Refer to Attachment A for a summary of the site's existing and anticipated trip generation. The development of the property will reduce the number of p.m. peak hour trips from 169 to 83, a net reduction of 86 trips.

Site C

The existing site currently features a (100) room hotel. Also, it historically featured a 3,338 SF restaurant, which has been taken into account for existing traffic flow. The proposed renovations will demolish the restaurant space and expand the administrative / welcome facilities of the hotel. Following renovations, the hotel will feature the same room count as pre-development, (100). Refer to Attachment A for a summary of the site's existing and anticipated trip generation. The development of the property will reduce the number of p.m. peak hour trips from 96 to 59, a net reduction of 37 trips.

Site D

The existing site currently features a (145) room hotel and (150) seat high-turnover restaurant. The proposed renovations will demolish the restaurant space and expand the administrative / welcome facilities of the hotel. Following renovations, the hotel will feature the same room count as pre-development, (145). Refer to Attachment A for a summary of the site's existing and anticipated trip generation. The development of the property will reduce the number of p.m. peak hour trips from 147 to 86, a net reduction of 61 trips.

Sites E and F

The site currently features two commercial buildings totaling approximately +/-8,800 sf. The proposed renovations will demolish the existing buildings and replace them with a new commercial structure that has the same square footage. Refer to Attachment A for a summary of the site's existing and anticipated trip generation. The development of the property will produce no net change in the number of p.m. peak hour trips.

END OF THE DOCUMENT

PLANS:

Site Plan

Floor Plan

Elevation Drawings

Landscape Plan

Stormwater Management Plan

Drainage Plan

Life Safety Plan

EXHIBIT "B"
CONCEPTUAL SITE PLAN

Doc# 1739669
Bk# 2410 Pg# 164



← EXISTING CONDITIONS
SITE PLAN

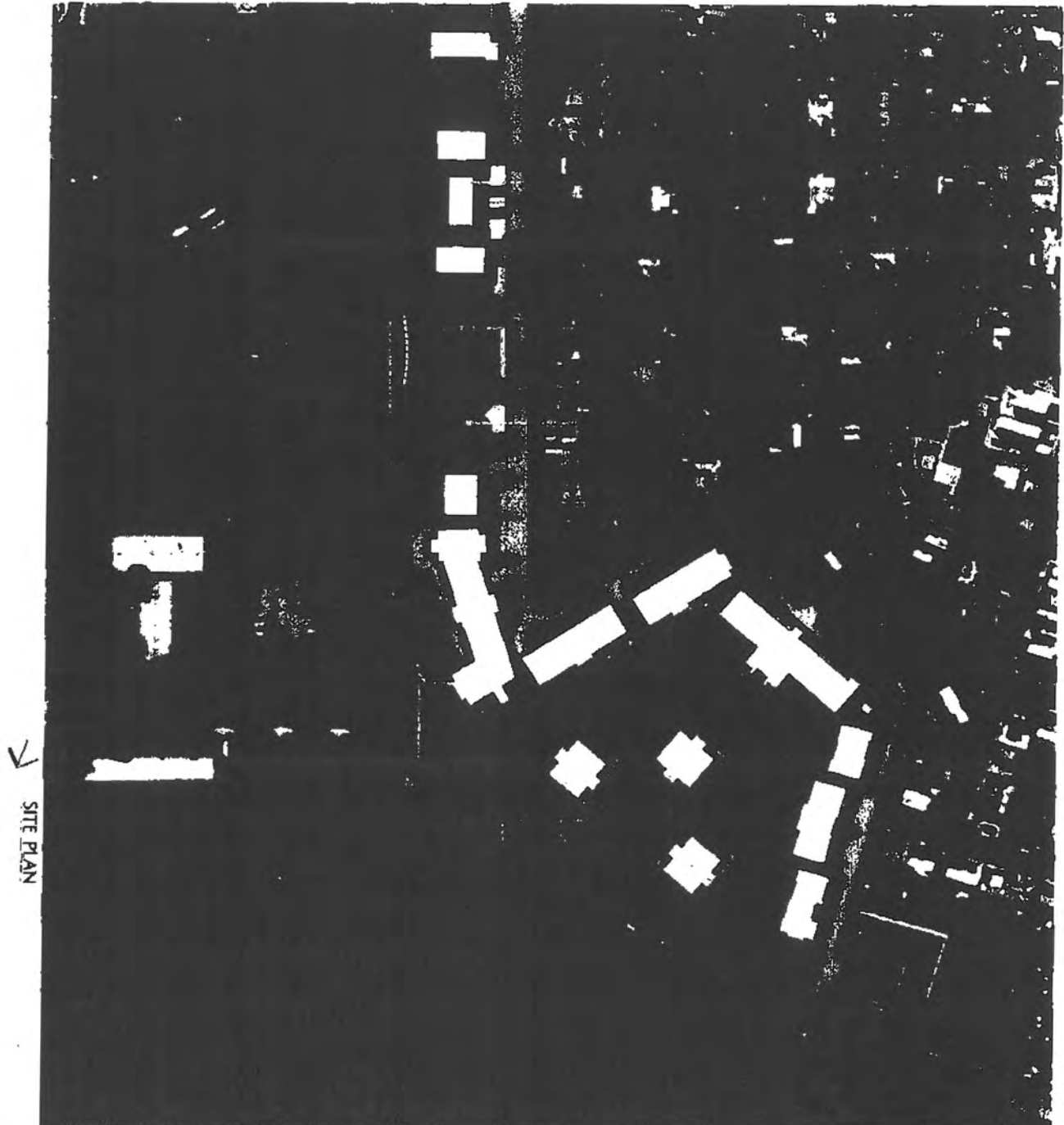
A-07

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BOARD
OF
MANAGEMENT
PLANNING BOARD
SUPPORTIVE
BOARD OF
ADVISORS
PLANNING BOARD
OFFICE
MANAGEMENT
MANAGEMENT
SUPPORTIVE

KEY WEST RESORT &
CONFERENCE CENTER
3820 NORTH ROOSEVELT BOULEVARD
KEY WEST, FLORIDA 33040



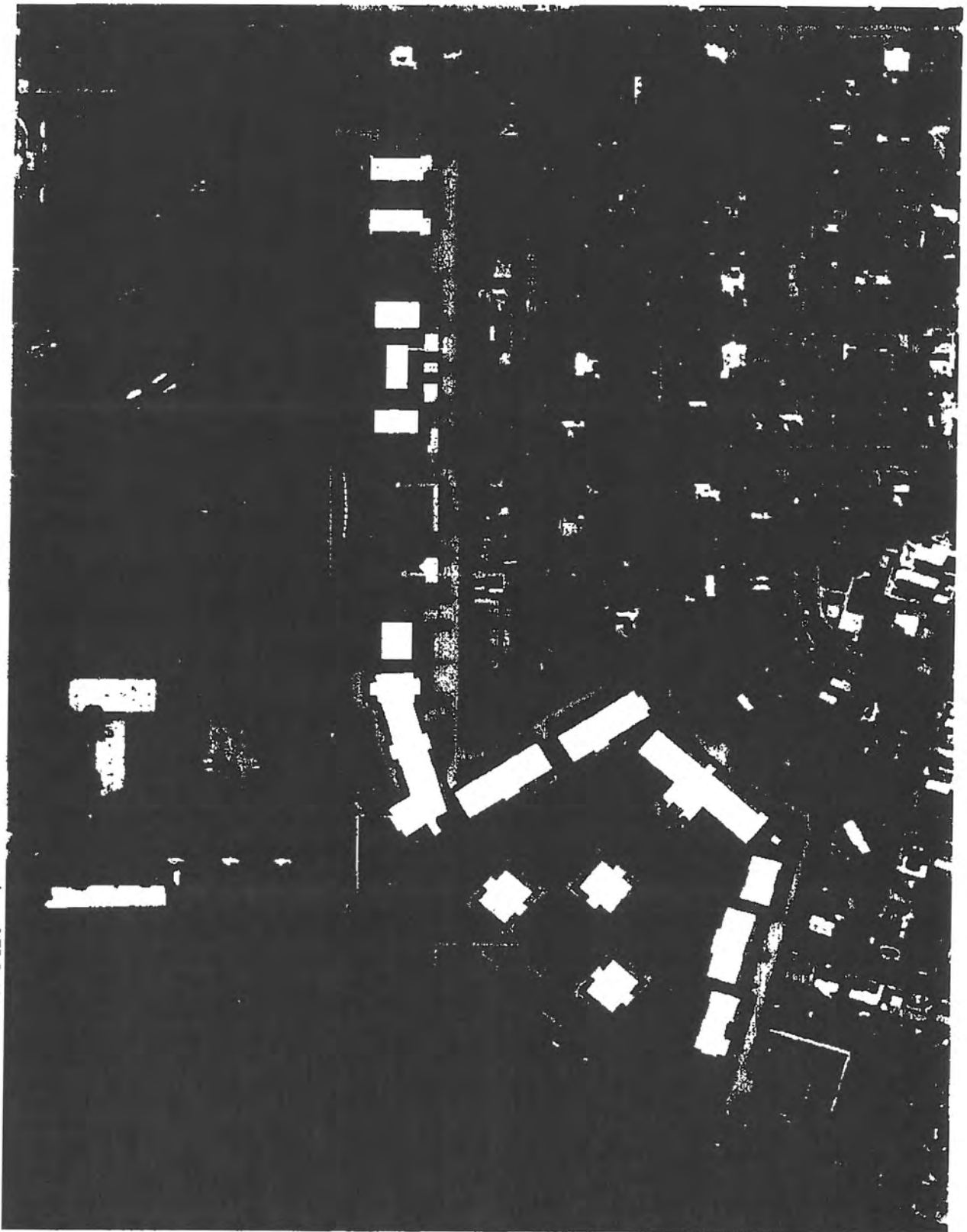


← SITE PLAN

A-08
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KEY WEST RESORT &
CONFERENCE CENTER
3020 NORTH ROOSEVELT BOULEVARD
KEY WEST, FLORIDA 33040



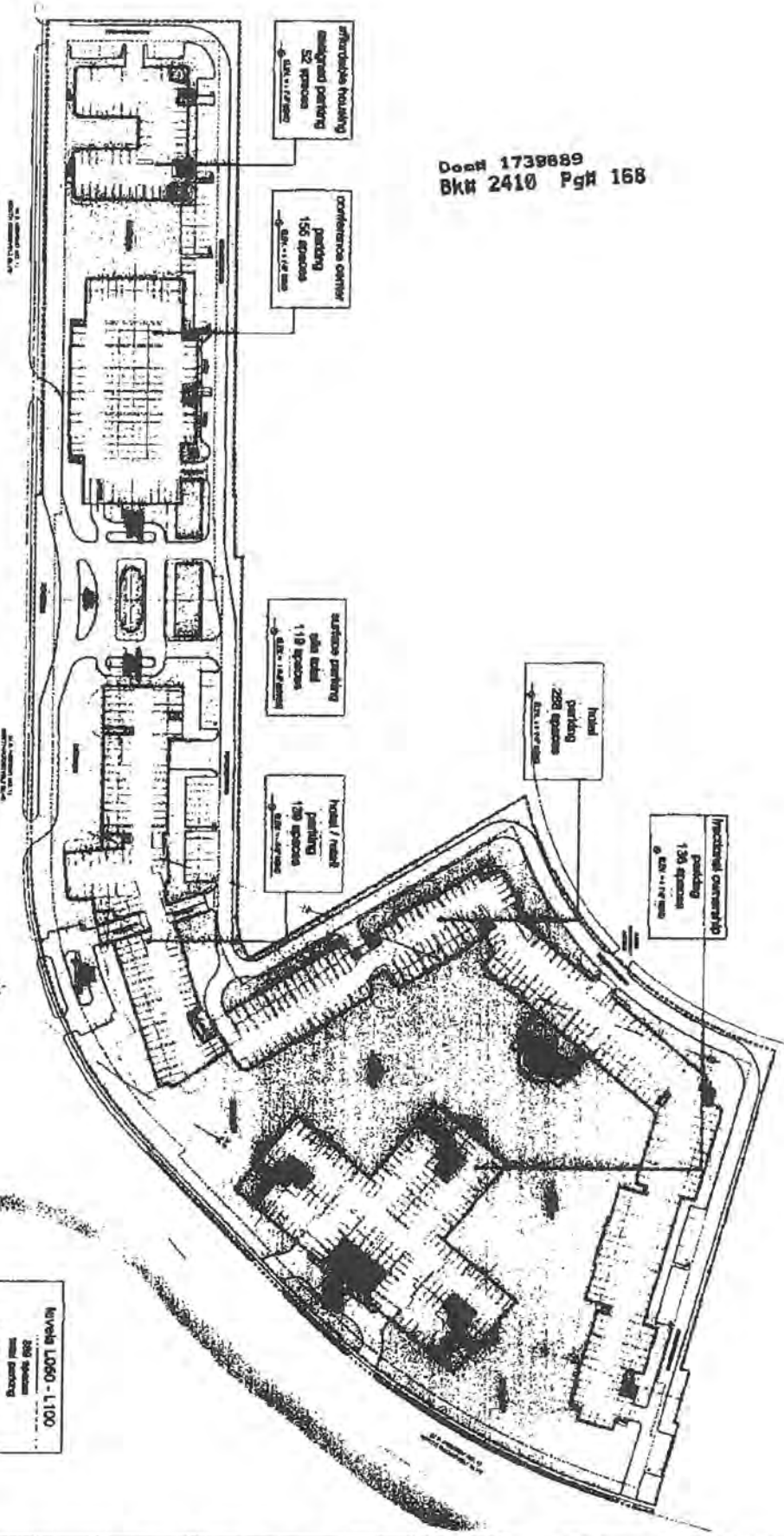


↖ SITE PLAN

A-08	267	OWNER	SMITHSONIAN INSTITUTION
		ARCHITECT	SMITHSONIAN INSTITUTION
		ENGINEER	SMITHSONIAN INSTITUTION
		PLANNING BOARD	SMITHSONIAN INSTITUTION
		SCAFFOLD BOARD OF	SMITHSONIAN INSTITUTION
		ADJUSTMENTS	SMITHSONIAN INSTITUTION
		CITY OF KEY WEST	SMITHSONIAN INSTITUTION
		CONDOMINIUM	SMITHSONIAN INSTITUTION
		PLAN APPROVAL	SMITHSONIAN INSTITUTION
		SEAL (N/A)	

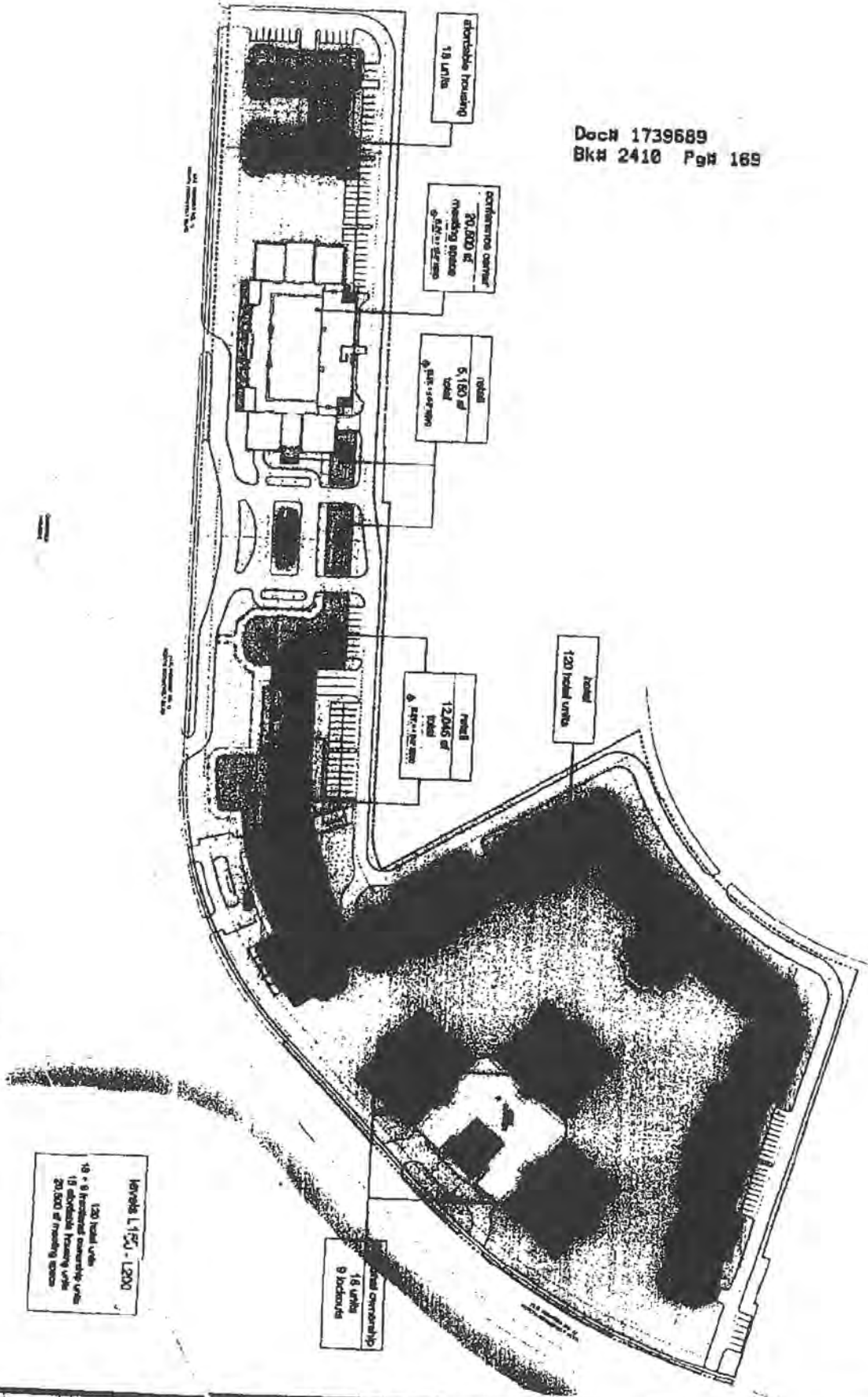
KEY WEST RESORT & CONFERENCE CENTER
3670 NORTH ROOSEVELT BOULEVARD
KEY WEST, FLORIDA 33040

DOM# 1739889
 Bk# 2410 Pg# 168



← SITE PLAN
 LEVELS L050 - L100

Levels L050 - L100
 288 spaces
 287,310 sq ft
 48.11 %
 21,000 sq ft
 20% of total
 20% of total
 20% of total
 20% of total



← SITE PLAN
LEVELS 1150 - 1200

Levels L 1150 - 1200
120 hotel units
18 + 9 bedroom ownership units
18 individual housing units
20,000 sq ft meeting space

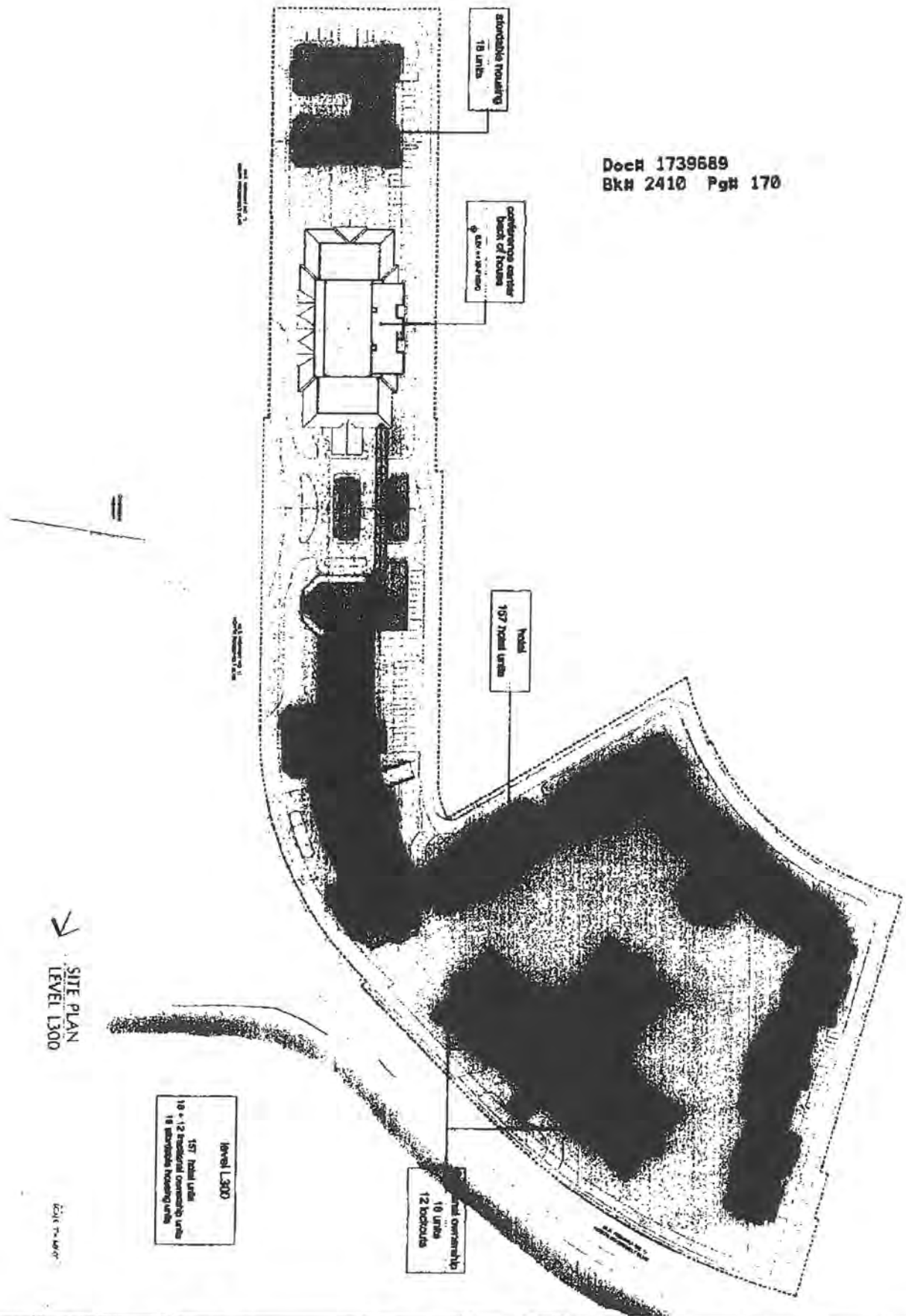
total ownership
18 units
9 bedrooms

KEY WEST RESORT & CONFERENCE CENTER
1825 NORTH BROADWAY BOULEVARD
KEY WEST, FLORIDA 33040

ARCHITECT
S.M. BARTON
PLANNING BOARD
ADVISORY
BOARD OF
ARCHITECTURE
PLANNING BOARD
PLANNING BOARD
PLANNING BOARD



Doc# 1739689
Bk# 2410 Pg# 170



→ SITE PLAN
LEVEL 1300

Level 1300
157 Hotel units
10 + 12 residential ownership units
18 residential housing units

Hotel ownership
10 units
12 balconies

conference center
back of house

Hotel
157 hotel units

storage housing
18 units

2577	PLANNING ARCHITECTURE CIVIL ENGINEERING ENVIRONMENTAL PLANNING DIVISION
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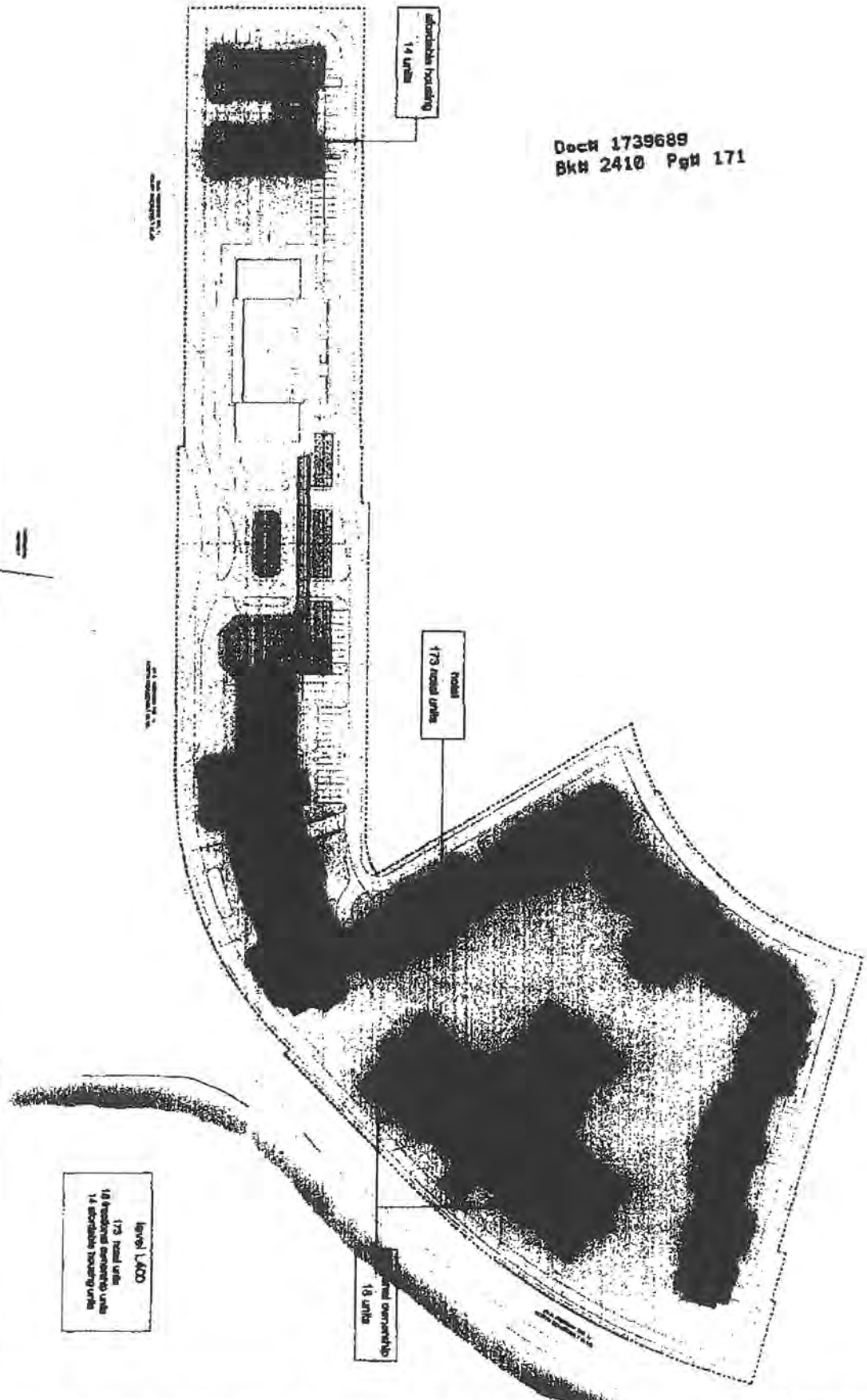
KEY WEST RESORT & CONFERENCE CENTER

3470 NORTH ROOSEVELT BOULEVARD
KEY WEST, FLORIDA 32040



Doc# 1739689
 Bk# 2410 Pg# 171

←
 SITE PLAN
 LEVEL 1400



Level 1400
 173 total units
 18 residential units
 14 accessible housing units

14 units

173 total units

18 units

25/7	DATE: 11/11/11
	BY: [Signature]
	PROJECT: [Project Name]
	CLIENT: [Client Name]
	SCALE: [Scale]
	APP. APPROVAL: [Signature]

KEY WEST RESORT & CONFERENCE CENTER

3820 NORTH ROOSEVELT BOULEVARD
 KEY WEST, FLORIDA 33040



EXHIBIT "C"

**CITY COMMISSION RESOLUTION NO. 07-083
PARKING VARIANCE**

RESOLUTION NO. 02-081

VARIANCE: 3820 N. ROOSEVELT BOULEVARD

A RESOLUTION OF THE KEY WEST BOARD OF ADJUSTMENT TO ALLOW THE CONSTRUCTION OF A HOTEL WITH SPA, RESTAURANT, BAR, TIME SHARE UNITS, EMPLOYEE HOUSING, CONFERENCE SPACE AND RETAIL SPACE BY GRANTING A VARIANCE TO THE OFF-STREET PARKING REGULATIONS FOR PROPERTY IN THE CG, GENERAL COMMERCIAL ZONING DISTRICT, UNDER THE CODE OF ORDINANCES OF THE CITY OF KEY WEST, FLORIDA. PROVIDING A CONDITION. FOR PROPERTY LOCATED AT 3820 N. ROOSEVELT BOULEVARD, KEY WEST, FLORIDA (REG 00064950-000000, 00065550-000000, 00065530-000000, 00065540-000000, 00065060-000000, 00064940-000000)

WHEREAS, the Board of Adjustment finds that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other land, structures or buildings in the same district; and

WHEREAS, the Board of Adjustment finds that the special conditions do not result from the action or negligence of the applicant; and

WHEREAS, the Board of Adjustment finds that granting the variance requested will not confer upon the applicant any special privileges denied by the land development regulations to other lands, buildings or structures in the same zoning district; and

WHEREAS, the Board of Adjustment finds that literal interpretation of the provisions of the land development regulations would deprive the applicant of rights commonly enjoyed by other properties in this same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant; and

WHEREAS, the Board of Adjustment finds that the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure; and

WHEREAS, the Board of Adjustment finds that the grant of the variance will be in harmony with the general intent and purpose of the land development regulations and that such variance will not be injurious to the area involved or otherwise detrimental to the public interest or welfare; and

WHEREAS, the Board of Adjustment finds that no nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted use of lands, structures or buildings in other districts shall be considered grounds for the issuance of a variance; and

WHEREAS, the Board of Adjustment finds that the applicant has demonstrated a "good neighbor policy" by contacting or making a reasonable attempt to contact all noticed property owners who have objected to the variance application, and by addressing the objections expressed by those neighbors.

NOW, THEREFORE, BE IT RESOLVED by the Board of Adjustment of the City of Key West, Florida:

Section 1. That a variance to OFF-STREET PARKING regulations in the CG, GENERAL COMMERCIAL Zoning District, under the Code of Ordinances of the City of Key West, Florida, is hereby granted as follows to: Sections 108-572(1), (2B), (3), (4), (7), (9) and (10), OF 100 PARKING SPACES FROM THE 989 PARKING SPACES REQUIRED TO THE 989 PARKING SPACES PROPOSED (816 EXISTING); ALLOWING THE SUBSTITUTION 89 BICYCLE PARKING SPACES FOR 89 OF THE 100 PARKING SPACES FOR WHICH THE VARIANCE IS REQUESTED. THE PURPOSE OF THE REQUEST IS TO ALLOW THE CONSTRUCTION OF A HOTEL WITH SPA, RESTAURANT, BAR, TIME SHARE UNITS, EMPLOYEE HOUSING, CONFERENCE SPACE AND RETAIL SPACE. FOR PROPERTY LOCATED AT 3820 N. ROOSEVELT BOULEVARD (THE KEY WEST HOTEL AND CONFERENCE CENTER), KEY WEST, FLORIDA (RE# 00064950-000000, 00065550-000000, 00065530-000000, 00065540-000000, 00065060-000000, 00064940-000000).

Section 2. It is a condition of this variance that full, complete, and final application for all permits required for any new construction for any use and occupancy for which this variance is wholly or partly necessary, whether or not such construction is suggested or proposed in the documents presented in support of this variance, shall be submitted in its entirety within two years after the date hereof; and further, that no application or reapplication for new construction for which the variance is wholly or partly necessary shall be made after expiration of the two-year period without the applicant obtaining an extension from the Board of Adjustment and demonstrating that no change of circumstances to the property or its underlying zoning has occurred.

Section 3. The failure to submit a full and complete application for permits for new construction for which this variance is wholly or partly necessary, or the failure to complete new construction for use and occupancy pursuant to this variance in accordance with the terms of a City building permit issued upon timely application as described in Section 2 hereof, shall immediately operate to terminate this variance, which variance shall be of no force or effect.

Section 4. This variance does not constitute a finding as to ownership or right to possession of the property, and assumes,

without finding, the correctness of applicant's assertion of legal authority respecting the property.

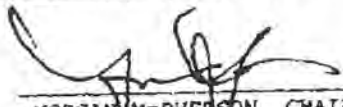
Section 5. That the granting of the variance is conditioned that the applicant maintains the valet parking throughout the life of the development and that the applicant provides a minimum of 89 bicycle parking spaces and 25 scooter parking spaces in lieu of 100 car parking spaces.

Section 6. This Resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission.

Read and passed on first reading at a regular meeting held this 7th day of March, 2007.

Authenticated by the presiding officer and Clerk of the Board on 19th day of March, 2007.

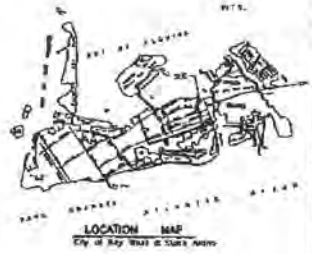
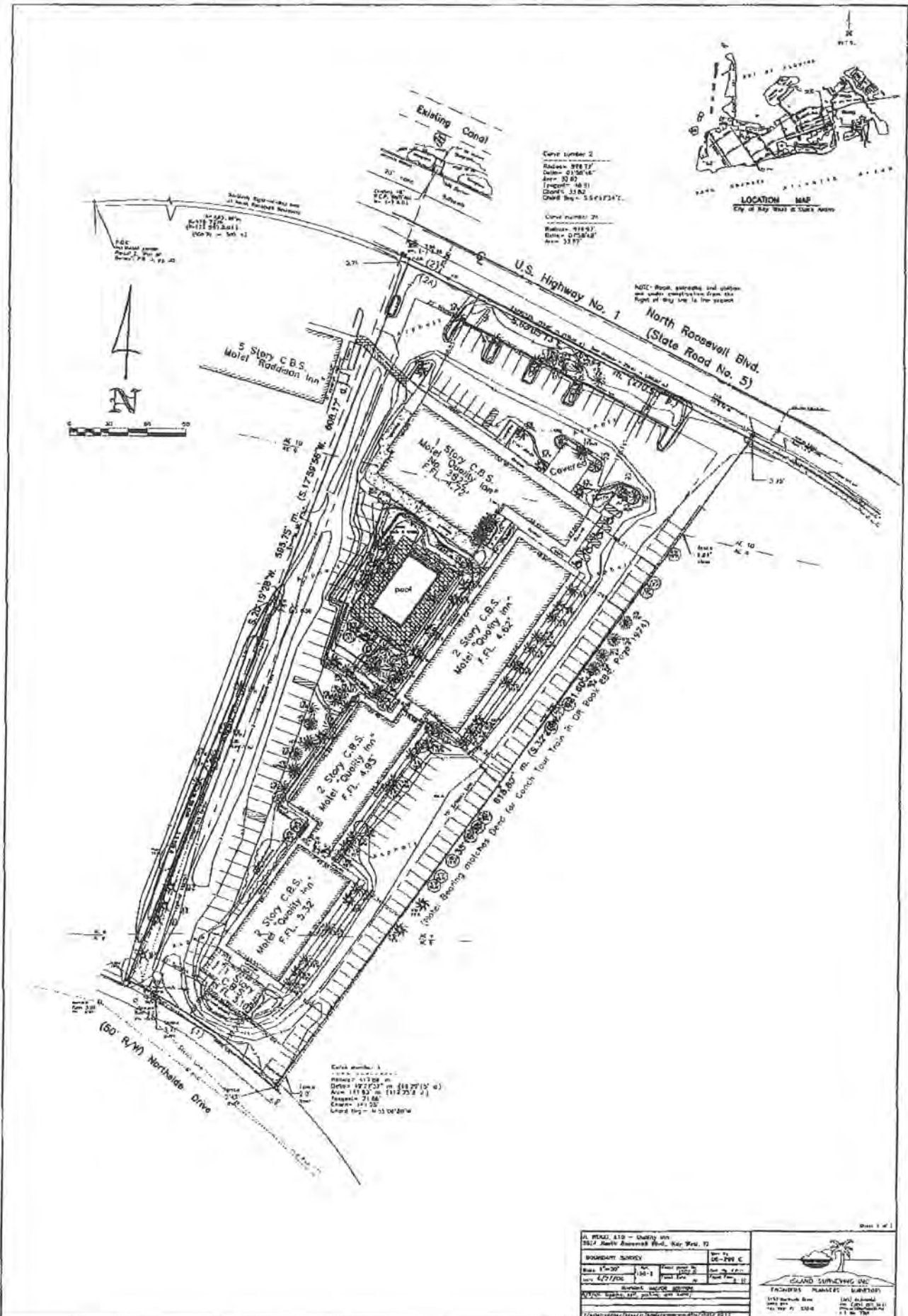
Filed with the Clerk on March 19, 2007.


MORGAN MCPHERSON, CHAIRMAN
BOARD OF ADJUSTMENT

ATTEST:


CHERYL SMITH, CITY CLERK

COMPOSITE EXHIBIT "A"
LEGAL DESCRIPTIONS AND SURVEYS



Curve number 2
 Radius = 978.77'
 Delta = 0.15046°
 Area = 30.82'
 Tangent = 10.91'
 Chord = 22.82'
 Chord Btg = 5.5417347°

Curve number 26
 Radius = 918.97'
 Delta = 0.25842°
 Area = 33.77'



NOTE: Block, streams and station
 are under construction from the
 right of way line to the stream

Curve number 1
 Radius = 1113.98'
 Delta = 0.12723° or (8.8715' d)
 Area = 111.82' or (11225.2 d)
 Tangent = 21.68'
 Chord = 111.72'
 Chord Btg = 11.55 00 20' W

A. ROAD 210 - Quality Inn
 2627 North Roosevelt Blvd., Bay Mills, MI

BOUNDARY SURVEY		DATE - FEB 10	
Scale 1"=30'	Sheet 1 of 1	Drawn by J.P.C.	Checked by J.P.C.
Date 2/2/10	Time 1:00 PM	Field by J.P.C.	Field by J.P.C.

Surveyed under contract for
 Bay Mills State Park, Bay Mills, MI

GRAND SURVEYING INC.
 ENGINEERS PLANNERS SURVEYORS

1517 North Ave. Bay Mills, MI 49715
 607-338-3384 Fax 607-338-3385

PLAN SHEET OF D-18

SUBVENSOR'S STATEMENT

The Certificate and the attached survey are made for the benefit of... [Text continues with details of the survey and the parties involved, including the names of the surveyors and the date of the survey.]

I hereby certify:

- 1. That the survey was made on the ground and is correct.
2. That the survey shows a complete and accurate description of the land and any easements appurtenant to the land necessary for access or utility and no addition of the land shown on the plan.
3. That the survey shows the location of the subject property by corner and distance and all lines established by reference to the line of another piece of property.
4. That all land measurements on the survey are balanced, both as to total acreage and as to the individual measurements.
5. That the survey shows the location of all easements and rights-of-way, including easements for utility lines, and all other rights-of-way shown on the plan.
6. That the survey shows the location of all buildings, structures, and other improvements on the land and the location of all buildings, structures, and other improvements on the land.
7. That the survey shows the location of all buildings, structures, and other improvements on the land and the location of all buildings, structures, and other improvements on the land.
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30. That the survey shows the location of all buildings, structures, and other improvements on the land and the location of all buildings, structures, and other improvements on the land.

LEGAL DESCRIPTION

On the land of Ray West and his heirs known as Part of Parcel 3 of... [Detailed legal description of the land, including references to public records and survey maps.]

1875

Page 188

CA Parcel of Parcel 3... [Address and location information for the land.]

A portion of Parcel 3 in Part of Survey of land on West of Ray West... [Detailed legal description of the land, including references to public records and survey maps.]

SUBVENSOR'S NAME

Edward J. ... [Name and address of the subvensor.]

1975

Page 188... [Page and other information.]

SURVEYOR'S NAME

North West... [Name and address of the surveyor.]

1975

Page 188... [Page and other information.]

COMMUNICATION

On the 1st day of... [Date and time of the survey.]

1975

Page 188... [Page and other information.]

Symbol key for survey features.

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RECORD IN INSTRUMENT

Instrument... [Recording information.]

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Page 188

Instrument... [Recording information.]

Instrument... [Recording information.]

Instrument... [Recording information.]

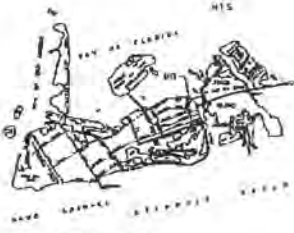
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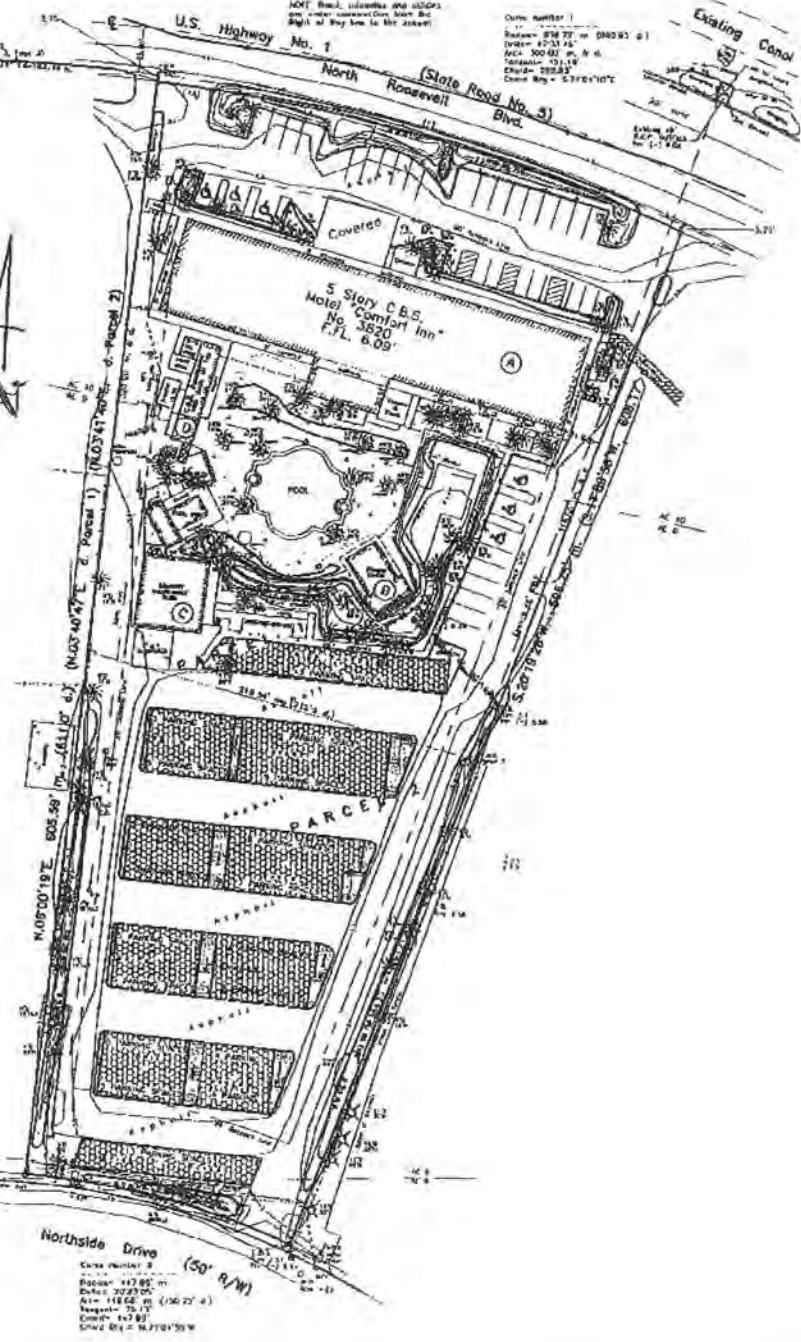
LOCATION MAP
City of New York & State labels

Curve number 1
Radius = 574.72' (174.83 m)
Delta = 12.3345°
Chord = 100.00'
Tangent = 17.364'
Sight Dist. = 574.72'

Curve number 1
Radius = 574.72' (174.83 m)
Delta = 12.3345°
Chord = 100.00'
Tangent = 17.364'
Sight Dist. = 574.72'

Point of Curvature, PC = Station 1+00.00
Point of Tangency, PT = Station 1+173.64
Point of Intersection, PI = Station 1+86.82
Point of Vertical Intersection, PVI = Station 1+43.41
Elevation of PVI = 100.00'
Elevation of PT = 100.00'

Vertical Curve
Type: Parabolic
Length: 100.00'
Grade: 0.00%
Grade: 0.00%

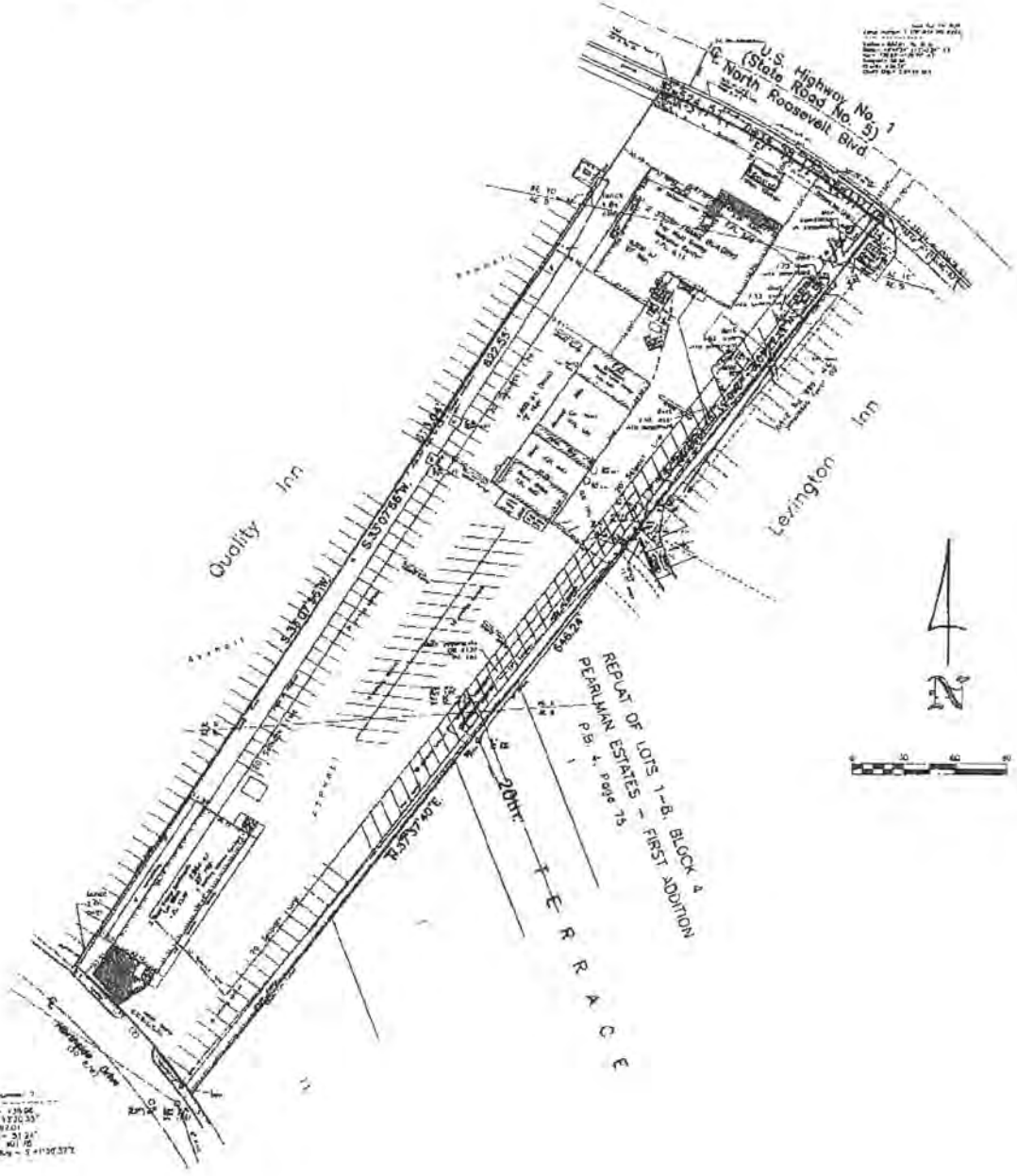


Vertical Curve
Type: Parabolic
Length: 100.00'
Grade: 0.00%
Grade: 0.00%

Northside Drive (50' R/W)
Curve number 1
Radius = 117.89' (35.91 m)
Delta = 22.3345°
Chord = 100.00'
Tangent = 37.364'
Sight Dist. = 117.89'

A. ROAD, LTD. - Comfort Inn		17-2740	
3520 North Roosevelt Blvd., New York, N.Y.		17-2740	
BOUNDARY SURVEY			
Date: 1/14/20	Scale: 1" = 40'	Sheet: 1 of 1	Drawn by: J.P.A.
Drawn by: J.P.A.	Checked by: J.P.A.	Reviewed by: J.P.A.	Approved by: J.P.A.
NOTES: 1. All dimensions are in feet and inches. 2. All bearings are given in degrees, minutes and seconds. 3. All distances are given in feet and inches. 4. All curves are parabolic.			





Cont. 1/20" = 1' = 100' = 1000"
 Plate = 125.00
 Bldg. = 1720.00
 Amt = 1845.00
 10/21/75
 Chas. W. D.
 Chas. W. D.

7/25/75 1:10

EDWARD J. BERRY		Map No.	11-2918
Scale	1" = 50'	Date	7-25-75
Sheet	1 of 1	Project	PEARLMAN ESTATES - FIRST ADDITION
Client	PEARLMAN ESTATES	City	Top West & South West
Address	240 North Roosevelt Blvd., Top West, FL	County	Alachua

EDWARD J. BERRY, INC.

1000 LUM. PLANNERS SUITE 100
1000 LUM. PLANNERS SUITE 100
1000 LUM. PLANNERS SUITE 100
1000 LUM. PLANNERS SUITE 100

COMPOSITE EXHIBIT "A"
LEGAL DESCRIPTIONS

Doc# 1739689
Bk# 2410 Pg# 159

Days Inn: 3852 N. Roosevelt Boulevard

A parcel of land located and situate on the Island of Key West, County of Monroe, State of Florida, being more particularly described by metes and bounds as follows:

Starting at the intersection of the Northerly property line of Duck Avenue and the Southeast corner of Block 15, KEY WEST FOUNDATION COMPANY'S PLAT NO. 2, recorded in Plat Book 1, Page 189; thence North 21° 22'20" West, 135.00 feet along the Westerly property line of Roosevelt Boulevard to the Point of Beginning; thence South 68 ° 45'40" West, 240.00 feet to a corner; thence North 21° 22'20" West, 600.00 feet; thence North 68° 45'40" East, 240.00 feet to the Westerly property line of Roosevelt Boulevard; thence South 21° 22'20" East, 600.00 feet along the Westerly property of Roosevelt Boulevard to the Place of Beginning, all in Tract 22 of the land of the Key West Improvement Company, Inc.

Old Town Key West: 3800 N. Roosevelt

On the Island of Key West, Monroe County, Florida, and being a part of the lands formerly owned by the Key West Improvement, Inc., and being more particularly described as follows:

Begin at the Northwest corner of Parcel Number Two (2) as shown on the "Plat of Survey of Lands on Island of Key West, Monroe County, Florida", recorded in Plat Book 3, at Page 35 of Monroe County Official Records, said corner being that established by John P. Goggin; thence South 05° 46'25" East, a distance of 119.42 feet; thence North 84° 13'35" East, a distance of 5.75 feet; thence South 05° 46'25" East, a distance of 69.74 feet; thence North 84° 13'35" East, a distance of 11.43 feet; thence South 05° 49'37" East, a distance of 420.43 feet to the Northerly right of way line of Northside Drive; thence North 84° 09'31" East, a distance of 6.03 feet to a point on a curve to the right, having a radius of 438.06 feet, a central angle of 09° 58'38", a tangent length of 38.24 feet, a chord bearing of South 88° 46'57" East and a chord length of 76.19 feet; thence along the arc of said curve, an arc length of 76.28 feet to the end of said curve; thence leaving the said Northerly right of way line of Northside Drive, North 03° 39'42" East, a distance of 606.74 feet to the Southerly right of way line of North Roosevelt Boulevard (State Road No. 5) and to a point on a curve to the left, having a radius of 978.72 feet, a central angle of 10° 43'40", a tangent length of 91.89 feet, a chord bearing of North 89° 35'25" West, and a chord length of 182.99 feet; thence along the arc of said curve, an arc length of 183.25 feet to the point of tangency of said curve; thence South 84 ° 13'35" West, a distance of 16.83 feet back to the Point of Beginning.

Radisson Inn: 3820 N. Roosevelt Boulevard

Commence at the Northwest corner of Parcel 2 as shown on the Plat of Survey of Lands on the Island of Key West, Monroe County, Florida as recorded in Plat Book 3, at Page 35, of the Official Records of Monroe County, Florida; said Northwest corner being Northwest of and 2276.93 feet (measured along the South right of way curb line of North Roosevelt Boulevard) distant from the Northeast corner of Block 15 of the "KEY WEST FOUNDATION COMPANY'S PLAT NO. 2", as recorded in Plat Book 1, at Page 189, of the Official Records of Monroe County, Florida and run thence Easterly along the North boundary of said Parcel 2, for a distance of 200.79 feet to the Point of Beginning of the parcel of land being described herein; thence continue Easterly on the curve to the right having a radius of 978.72 feet, a central angle of $17^{\circ} 33'46''$, a tangent length of 151.19 feet, a chord bearing of South $76^{\circ} 15'52''$ East and a chord length of 298.83 feet; thence along the arc of said curve an arc length of 300.00 feet to the end of said curve; thence South $18^{\circ} 07'46''$ West, a distance of 598.34 feet to the Northerly right of way line of Northside Drive and a point on a curve to the left, having a radius of 438.06 feet, a central angle of $19^{\circ} 18'00''$, a tangent length of 74.49 feet, a chord bearing of North $76^{\circ} 34'44''$ West and a chord length of 146.86 feet; thence along the arc of said curve and the said Northerly right of way line of Northside Drive, an arc length of 147.56 feet to the end of said curve; thence North $03^{\circ} 39'42''$ East, a distance of 606.74 feet back to the Southerly right of way line of North Roosevelt Boulevard and to the Point of Beginning.

Conch Tour Train: 3840 N. Roosevelt Boulevard (includes existing affordable housing)

A parcel of land on the Island of Key West, Monroe County, Florida, and being described by metes and bounds as follows:

Commence at the Northeast corner of Parcel 2, according to the plat thereof as recorded in Plat Book 3, at Page 35, of the public records of said Monroe County, Florida, thence South $33^{\circ} 07'56''$ West, a distance of 7.59 feet to the Point of Beginning; thence continue South $33^{\circ} 07'56''$ West, a distance of 613.04 feet to the Northeasterly right of way line of Northside Drive as existing and constructed, and a point on a curve to the right, having a radius of 438.06 feet, a central angle of $13^{\circ} 20'33''$, a tangent length of 51.24 feet, a chord bearing of South $41^{\circ} 39'37''$ East and a chord length of 101.78 feet; thence along the arc of said curve, an arc length of 102.01 feet to the end of said curve, thence North $37^{\circ} 37'40''$ East, a distance of 646.24 feet to the Southwesterly right of way line of North Roosevelt Boulevard (State Road No. 5) and a point on a curve to the left, having a radius of 524.51 feet, a central angle of $14^{\circ} 58'17''$, a tangent length of 68.92 feet, a chord bearing of North $57^{\circ} 59'55''$ West, and a chord length of 136.66 feet; thence along the arc of said curve, an arc length of 137.05 feet to the end of said curve; thence North $65^{\circ} 16'67''$ West, a distance of 12.37 feet back to the Point of Beginning.

Comfort Inn: 3824 N. Roosevelt Boulevard

Commencing at the Northwest corner of Parcel 2 on "Plat of Survey of Lands on the Island of Key West, Monroe County, Florida," as recorded in Plat Book 3, Page 35, of the Public Records of Monroe County, Florida; thence Northeasterly and Easterly along the Southerly right of way line of North Roosevelt Boulevard 500.79 feet to a curve to the right and the Point of Beginning; said curve having a radius of 978.72 feet, a central angle of $01^{\circ} 58'48''$, a tangent length of 16.91 feet, a chord bearing of South $66^{\circ} 29'35''$ East, and a chord length of 33.82 feet; thence along the arc of said curve, an arc length of 33.82 feet to the end of said curve; thence South $65^{\circ} 16'55''$ East, a distance of 265.99 feet; thence South $33^{\circ} 07'56''$ West, a distance of 622.55 feet to a point on a curve to the left, having a radius of 417.89 feet, a central angle of $19^{\circ} 27'37''$, a tangent length of 71.66 feet; a chord bearing of North $57^{\circ} 18'20''$ West and a chord length of 141.25 feet; thence along the arc of said curve, an arc length of 141.93 feet to the end of said curve; thence North $18^{\circ} 07'46''$ East, a distance of 599.50 feet back to the Point of Beginning.

Holiday Inn Key West: 3850 N. Roosevelt Boulevard

Parcel A:

A parcel of land on the Island of Key West, Monroe County, Florida, and being described as follows:

Commence at the Northeast corner of Block 15 of the KEY WEST FOUNDATION COMPANY'S PLAT NO. 2, as recorded in Plat Book 1, at Page 189, of the Public Records of Monroe County, Florida, and run thence North $68^{\circ} 45'40''$ East for a distance of 15 feet to the Westerly curb line of Roosevelt Boulevard; thence run North $21^{\circ} 22'20''$ West along the said Westerly curb line of Roosevelt Boulevard for a distance of 600 feet to the Point of Beginning of the parcel of land being described herein; thence run South $68^{\circ} 45'40''$ West for a distance of 255 feet; thence run North $21^{\circ} 22'20''$ West for a distance of 77.62 feet to a point on the dividing line between Parcel 1 and Parcel 22 as shown on an unrecorded map compiled by Bailey-Crawshaw; thence run North $68^{\circ} 41'40''$ East along the dividing line between the said Parcel 1 and 22 for a distance of 255 feet to a point being the Southeast corner of the said Parcel 1 and the Northeast corner of the said Parcel 22 and said point also being on the Westerly right of way (curb line) of the said Roosevelt Boulevard; thence run South $21^{\circ} 22'20''$ East along the Westerly right of way (curb line) of the said Roosevelt Boulevard for a distance of 77.90 feet back to the Point of Beginning; Less and Except right of way for North Roosevelt Boulevard (U.S. Highway No.1) as set forth in Order of Taking recorded in Official Records Book 923, Page 199, Public Records of Monroe County, Florida.

AND

Parcel B:

A parcel of land on the Island of Key West, Monroe County, Florida, and being described as follows:

Commence at the Northeast corner of Block 15 of the KEY WEST FOUNDATION COMPANY'S PLAT NO. 2, as recorded in Plat Book 1, at Page 189, of the Public Records of Monroe County, Florida, and run thence North $68^{\circ} 45'40''$ East for a distance of 15 feet to the Westerly curb line of Roosevelt Boulevard; thence run North $21^{\circ} 22'20''$ West along the said Westerly curb line of Roosevelt Boulevard for a distance of 677.90 feet to the Point of Beginning of the parcel of land being described herein, said Point of Beginning also known as the Southeast corner of Parcel 1 and the Northeast corner of Parcel 22 as shown on an unrecorded map compiled by Bailey-Crawshaw; thence run South $68^{\circ} 41'40''$ West along the dividing line between the said Parcels 1 and 22 for a distance of 240 feet; thence run North $21^{\circ} 22'20''$ West for a distance of 373.27 feet to the beginning of a curve, concave to the Southwest and having a radius of 305.43 feet; thence run Northwesterly along said curve for an arc distance of 85.90 feet; thence run North $62^{\circ} 51'49''$ East for a distance of 243.95 feet; more or less, to the Westerly right of way (curb line) of the said Roosevelt Boulevard; run thence Southeasterly along the curved Westerly right of way (curb line) of the said Roosevelt Boulevard, said curve being concave to the Southwest and having a radius of 536.16 feet, for an arc distance of 95.50 feet; thence run South $21^{\circ} 22'20''$ East along the Westerly right of way (curb line) of the said Roosevelt Boulevard for a distance of 387.93 feet back to the Point of Beginning; Less and Except right of way for North Roosevelt Boulevard (U.S. Highway No.1) as set forth in Order of Taking recorded in Official Records Book 923, Page 199, Public Records of Monroe County, Florida.

AND

Parcel C:

A parcel of land on the Island of Key West, Monroe County, Florida, and being described as follows:

Commence at the Northeast corner of Block 15 of the KEY WEST FOUNDATION COMPANY'S PLAT NO. 2, as recorded in Plat Book 1, at Page 189, of the Public Records of Monroe County, Florida, and run thence North $68^{\circ} 45'40''$ East for a distance of 15 feet to the Westerly curb line of Roosevelt Boulevard; thence run North $21^{\circ} 22'20''$ West along the said Westerly curb line of Roosevelt Boulevard for a distance of 677.90 feet to a point known as the Southeast corner of Parcel 1 and the Northeast corner of Parcel 22 as shown on an unrecorded map compiled by Bailey-Crawshaw; thence run South $68^{\circ} 41'40''$ West along the dividing line between the said Parcels 1 and 22 for a distance of 240 feet to the Point of Beginning of the parcel of land being described herein, thence continue S $68^{\circ} 41'40''$ West for a distance of 26.62 feet; thence run North $21^{\circ} 14'20''$ West for a distance of 457.62 feet to the beginning of a curve, concave to the Southwest and having a radius of 100 feet; thence run Northwesterly along the said curve for an arc distance of 54.21 feet; thence run North $37^{\circ} 37'40''$ East for a distance of 6.69 feet; thence run Southeasterly along a curve concave to the Southwest and having a radius of 305.43 feet for an arc distance of 145.90 feet; thence run South $21^{\circ} 22'20''$ East for a distance of 373.27 feet back to the Point of Beginning.

EXHIBIT "B"
PARKING VARIANCE
(RESOLUTION NO. 07-083)

parking

Doc# 1739689
Bk# 2410 Pg# 173

RESOLUTION NO: 02-021

VARIANCE: 3820 N. ROOSEVELT BOULEVARD

A RESOLUTION OF THE KEY WEST BOARD OF ADJUSTMENT TO ALLOW THE CONSTRUCTION OF A HOTEL WITH SPA, RESTAURANT, BAR, TIME SHARE UNITS, EMPLOYEE HOUSING, CONFERENCE SPACE AND RETAIL SPACE BY GRANTING A VARIANCE TO THE OFF-STREET PARKING REGULATIONS FOR PROPERTY IN THE CG, GENERAL COMMERCIAL ZONING DISTRICT, UNDER THE CODE OF ORDINANCES OF THE CITY OF KEY WEST, FLORIDA. PROVIDING A CONDITION FOR PROPERTY LOCATED AT 3820 N. ROOSEVELT BOULEVARD, KEY WEST, FLORIDA (REF. 00064950-000000, 00065550-000000, 00065530-000000, 00065540-000000, 00065060-000000, 00064940-000000)

WHEREAS, the Board of Adjustment finds that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other land, structures or buildings in the same district; and

WHEREAS, the Board of Adjustment finds that the special conditions do not result from the action or negligence of the applicant; and

WHEREAS, the Board of Adjustment finds that granting the variance requested will not confer upon the applicant any special privileges denied by the land development regulations to other lands, buildings or structures in the same zoning district; and

WHEREAS, the Board of Adjustment finds that literal interpretation of the provisions of the land development regulations would deprive the applicant of rights commonly enjoyed by other properties in this same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant; and

WHEREAS, the Board of Adjustment finds that the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure; and

WHEREAS, the Board of Adjustment finds that the grant of the variance will be in harmony with the general intent and purpose of the land development regulations and that such variance will not be injurious to the area involved or otherwise detrimental to the public interest or welfare; and

WHEREAS, the Board of Adjustment finds that no nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted use of lands, structures or buildings in other districts shall be considered grounds for the issuance of a variance; and

WHEREAS, the Board of Adjustment finds that the applicant has demonstrated a "good neighbor policy" by contacting or making a reasonable attempt to contact all noticed property owners who have objected to the variance application, and by addressing the objections expressed by these neighbors.

NOW, THEREFORE, BE IT RESOLVED by the Board of Adjustment of the City of Key West, Florida:

Section 1. That a Variance to OFF-STREET PARKING regulations in the CG, GENERAL COMMERCIAL zoning District, under the Code of Ordinances of the City of Key West, Florida, is hereby granted as follows to: Sections 100-572(1), (2B), (3), (4), (7), (9) and (10), OF 100 PARKING SPACES FROM THE 989 PARKING SPACES REQUIRED TO THE 889 PARKING SPACES PROPOSED (816 EXISTING); ALLOWING THE SUBSTITUTION 89 BICYCLE PARKING SPACES FOR 89 OF THE 100 PARKING SPACES FOR WHICH THE VARIANCE IS REQUESTED. THE PURPOSE OF THE REQUEST IS TO ALLOW THE CONSTRUCTION OF A HOTEL WITH SPA, RESTAURANT, BAR, TIME SHARE UNITS, EMPLOYEE HOUSING, CONFERENCE SPACE AND RETAIL SPACE. FOR PROPERTY LOCATED AT 3820 N. ROOSEVELT BOULEVARD (THE KEY WEST HOTEL AND CONFERENCE CENTER), KEY WEST, FLORIDA (REV 00064950-000000, 00065550-000000, 00065530-000000, 00065540-000000, 00065060-000000, 00064940-000000).

Section 2. It is a condition of this variance that full, complete, and final application for all permits required for any new construction for any use and occupancy for which this variance is wholly or partly necessary, whether or not such construction is suggested or proposed in the documents presented in support of this variance, shall be submitted in its entirety within two years after the date hereof, and further, that no application or reapplication for new construction for which the variance is wholly or partly necessary shall be made after expiration of the two-year period without the applicant obtaining an extension from the Board of Adjustment and demonstrating that no change of circumstances to the property or its underlying zoning has occurred.

Section 3. The failure to submit a full and complete application for permits for new construction for which this variance is wholly or partly necessary, or the failure to complete new construction for use and occupancy pursuant to this variance in accordance with the terms of a City building permit issued upon timely application as described in Section 2 hereof, shall immediately operate to terminate this variance, which variance shall be of no force or effect.

Section 4. This variance does not constitute a finding as to ownership or right to possession of the property, and assumes,

without finding, the correctness of applicant's assertion of legal authority respecting the property.

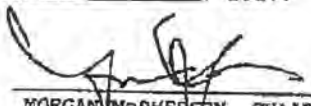
Section 5. That the granting of the variance is conditioned that the applicant maintains the valet parking throughout the life of the development and that the applicant provides a minimum of 89 bicycle parking spaces and 25 scooter parking spaces in lieu of 100 car parking spaces.

Section 6. This Resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission.

Read and passed on first reading at a regular meeting held this 7th day of March, 2007.

Authenticated by the presiding officer and Clerk of the Board on 19th day of March, 2007.

Filed with the Clerk on March 19, 2007.


MORGAN MCPHERSON, CHAIRMAN
BOARD OF ADJUSTMENT

ATTEST:


CHERYL SMITH, CITY CLERK

EXHIBIT "C"
2007 DEVELOPMENT PLAN APPROVAL

RESOLUTION NO. 07-164

Doc# 1739589
BKN 2418 Pgs 179

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING PURSUANT TO SECTIONS 108-198 AND 122-63 OF THE CODE OF ORDINANCES A MAJOR DEVELOPMENT PLAN AND CONDITIONAL USE FOR THE PROPERTY LOCATED AT 3820 NORTH ROOSEVELT BOULEVARD; PROVIDING CONDITIONS; RESCINDING RESOLUTION NO. 06-246; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Section 108-198, the City Commission shall review and act upon Major Development Plan proposals; and

WHEREAS, at its meeting of March 15, 2007, the Key West Planning Board recommended approval; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the proposed Major Development Plan and Conditional Use for the property located at 3820 North Roosevelt Boulevard is hereby approved.

Section 2: That the twelve conditions recommended by the Planning Board in its Resolution No. 2007-006, attached hereto, are hereby approved and adopted.

Section 3: That Resolution No. 06-246 is hereby rescinded.

Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 1 day of May, 2007.

Authenticated by the presiding officer and Clerk of the Commission on May 2, 2007.

Filed with the Clerk May 2, 2007.


MORGAN MCPHERSON, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK

Doc# 1738889
Bk# 2410 Pg# 160



STATE OF FLORIDA, COUNTY OF MONROE,
CITY OF KEY WEST

This copy is a true copy of the public record on file in this office. Witness my hand and official seal this 2 day of May, 2007.

By 
Cheryl Smith, City Clerk

PLANNING BOARD RESOLUTION
No. 2007-006

A RESOLUTION OF THE CITY OF KEY WEST PLANNING BOARD PURSUANT TO SECTION 108-196 OF THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF KEY WEST, APPROVING A MAJOR DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION FOR THE CONSTRUCTION OF 450 KEY HOTEL WITH SPA, HOTEL RESTAURANT AND BAR, 33 TIME SHARE UNITS, 21 RESIDENTIAL UNITS WITH LOCKOUTS AND 2 TRANSIENT LICENSES EACH, 50 UNIT WORK-FORCE HOUSING AND A CONFERENCE CENTER WITH 20,500 SQUARE FEET OF MEETING SPACE, 21,000 SQUARE FEET OF RETAIL SPACE, A THEMED RESTAURANT AND BAR WITH 7,000 SQUARE FEET IN CONSUMPTION SPACE (250 SEATS) AT WHAT IS CURRENTLY REFERRED TO AS 3820 NORTH ROOSEVELT BOULEVARD (RE#'s 00064950-000000, 00065550-000000, 00065530-000000, 00065540-000000, 00065060-000000, and 00054940-000000); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an Application for a Major Development Plan Application was filed 18 December 2006, by The JLW KEY WEST 1 LLC, authorized agent for the owner/s of the property, located in the General Commercial (CG) zoning district; and

WHEREAS, the proposal is to allow for the construction of a 450 Key Hotel with Spa, Hotel Restaurant and Bar, 33 Time Share Units, 21 Residential Units with Lockouts and 2 Transient licenses each, 50 Unit Workforce housing and a Conference center with 20,500 square feet of meeting space, 21,000 square feet of retail space, a themed restaurant and bar with 7,000 square feet in consumption space (250 seats); and

WHEREAS, plans received 18 December 2006, were considered at the 11 January 2007 and 8 February 2007 Development Review Committee meetings; and

WHEREAS, after public notice, the application for a Major Development Plan approval was heard by the Planning Board at its Regular Meeting of 15 March 2007; and

WHEREAS, for that meeting, there were 126 notices sent with 0 returned; and

WHEREAS, at that meeting, Senior Planner II Jim Singelyn presented the staff report prepared by Jim Singelyn; and

WHEREAS, the Board heard Mr. Singelyn recommend approval with conditions; and

WHEREAS, the applicant stated they accepted the conditions; and

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the City of Key West, Florida:

Section 1. That the Planning Board approves the application for the Major Development Plan with the following conditions:

1. All units shall be sprinkled.
2. Prior to submitting a building permit application, the applicant shall secure any necessary permits from state and federal agencies, including but not limited to South Florida Water Management District, FDOT, and the City of Key West Utilities.
3. All units (non-transient and transient) shall comply with the Federal Fair Housing Act requirements for accessibility and are ADA adaptable.
4. The property is currently comprised of 8 parcels owned solely by the applicant. A Unity of Title, in a form acceptable to the City Attorney, shall be recorded with the Monroe County Clerk of Courts.
5. The City will grant the applicant 19.6 affordable ROGO allocations should the allocations be available.
6. Restrictive Covenants for the workforce housing units for a minimum term of 50 years, in a form acceptable to the City Attorney, shall be recorded with the Monroe County Clerk of Courts. The effective date of the restrictive covenant shall be the date the Certificate of Occupancy (CO) is issued for the workforce housing units.
7. The CO for the workforce housing units shall be concurrent with or prior to the issuance of the CO for any other part of the resort redevelopment.
8. The developer shall provide a phasing schedule and plan for the displacement and/or relocation of residents of the existing 16 workforce housing units to be redeveloped.
9. The service road access locations at both ends of the site shall have curb cuts that permit both ingress and egress. The curb cut located in front of the Conference Center shall be right and left turn exit only. All other curb cuts shall be one way with all exits to be right turn only onto North Roosevelt Boulevard.
10. A Signage Plan will be submitted to the City for approval prior to the issuance of building permits.
11. Valet parking shall remain throughout the life of the project.
12. This approval rescinds Resolution 06-246.

Section 2. This Resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the Chairman of the Planning Board and the Planning Director.

Passed at a meeting held 15 March 2007,

Authenticated by the Chair of the Planning Board and the Planning Director.


Chairman Richard Klitenick
Key West Planning Board

4/16/2007
Date

Attest:


Gall E. Kanson, AICP, Planning Director

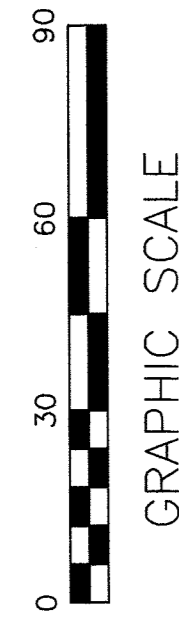
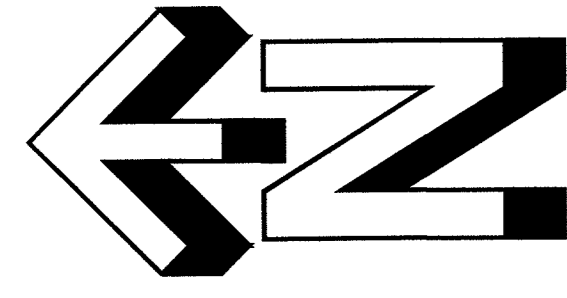
21 Apr 07
Date

Filed with the Clerk

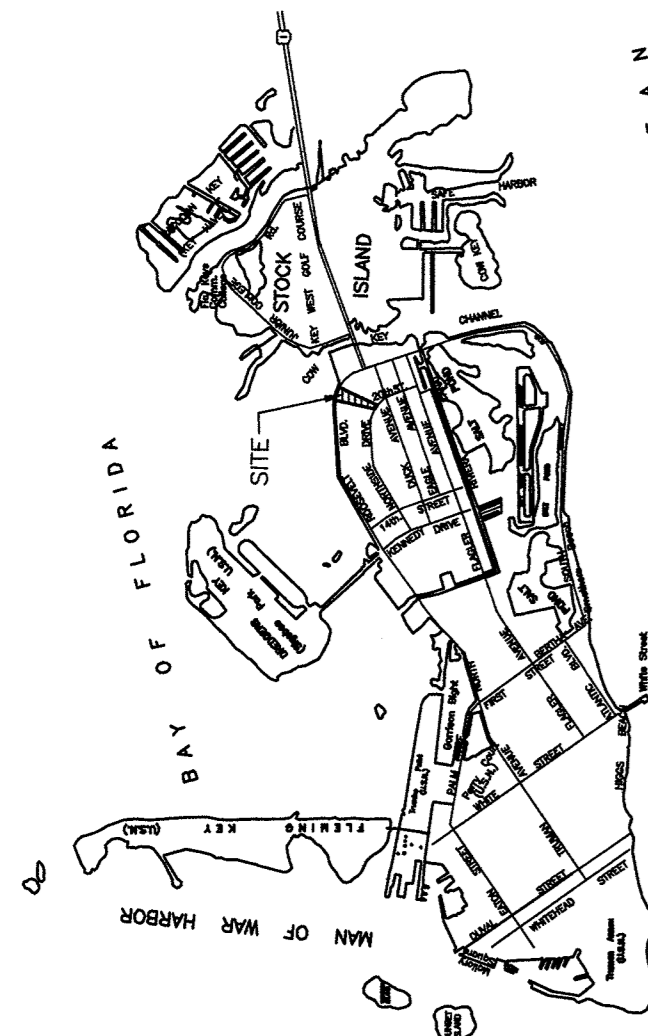

Cheryl Smith, City Clerk

4-23-07
Date

Doc# 1738886
Bk# 2410 Pg# 183



GRAPHIC SCALE



LOCATION MAP
City of Key West & Stock Island

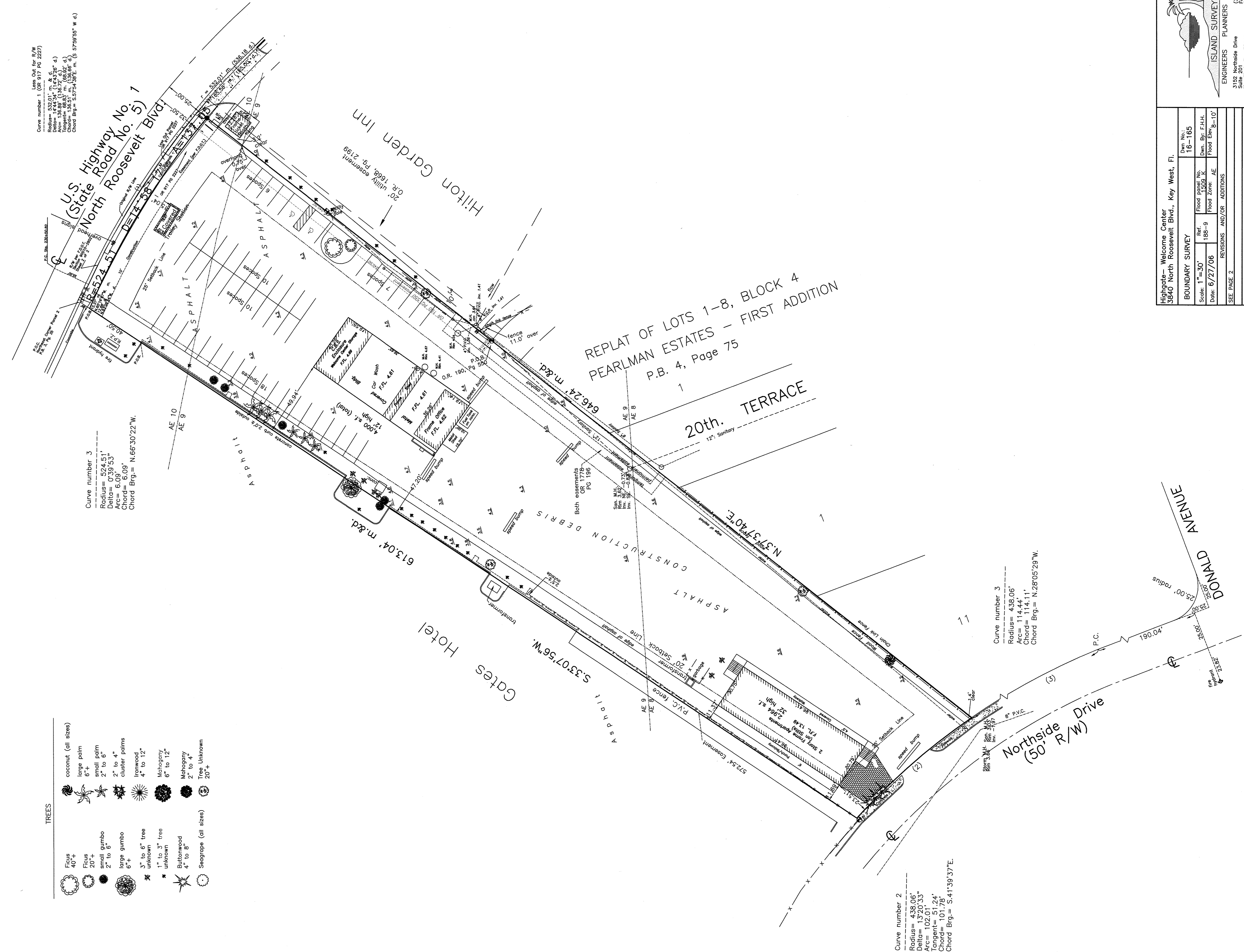
- TREES**
- Ficus 40'+
 - Ficus 20'+
 - small gumbo 2' to 6"
 - large gumbo 6'+
 - 3" to 6" tree unknown
 - 1" to 3" tree unknown
 - Buttonwood 4' to 6"
 - Seagrape (all sizes) 20'+
 - coconut (all sizes) 6'+
 - large palm 6'+
 - small palm 2' to 6"
 - cluster palms 2' to 4"
 - Irregular 4" to 12"
 - Mahogany 6" to 12"
 - Mahogany 2' to 4"
 - Tree Unknown 20'+

Curve number 1 (See Out for B/W)
 Curve number 1 (OR 917 PG 2227)
 Radius= 532.01' m. & d.
 Delta= 174.434° (174.432° d.)
 Tangent= 88.83' m. (88.82' d.)
 Chord Brg.= 5.575' (5.575' m. (5.575' d.))

Curve number 3
 Radius= 524.51'
 Delta= 6.39.33"
 Chord= 6.09'
 Chord Brg.= N.66°30'22"W.

Curve number 3
 Radius= 438.06'
 Delta= 114.44"
 Chord= 114.11'
 Chord Brg.= N.28°05'29"W.

Curve number 2
 Radius= 438.06'
 Delta= 132°0'33"
 Arc= 102.01' 24"
 Chord= 101.78'
 Chord Brg.= S.41°39'37"E.



Highway= Welcome Center
 3840 North Roosevelt Blvd., Key West, FL

BOUNDARY SURVEY	Plan No. 16-165
Scale: 1"=50'	Flood Panel No. 1500 K
Date: 6/27/06	Flood Zone: AE Flood Elev. 9'-10"
REVISIONS AND/OR ADDITIONS	SEE PAGE 2

ENGINEERS PLANNERS SURVEYORS
 ISLAND SURVEYING INC.
 3152 Northside Drive
 Key West, FL 33040
 (305) 293-0466
 info@islandsurveying.com
 LB. No. 7700

T:\datares\desg\keywest\spottwood\quality\at012\2012

Parcel 4 Conch Tour Train/Welcome Center and Affordable Housing:
A parcel of land on the Island/Welcome Center and Affordable Housing, and being described by metes and bounds as follows:

Commence at the Northeast corner of Parcel 2, according to the Plat thereof as recorded in Plat Book 3, at Page 35, of the Public Records of said Monroe County, Florida, thence South 33° 07' 56" West, a distance of 7.59 feet to the Point of Beginning; thence continue South 33° 07' 56" West, a distance of 613.04 feet to the Northeastly right of way line of Northside Drive as existing and constructed and a point on a curve to the right, having a radius of 438.06 feet, a central angle of 13° 20' 33", a tangent length of 51.24 feet, a chord bearing of South 41° 39' 37" East and a chord length of 101.78 feet; thence along the arc of said curve, an arc length of 102.01 feet to the end of way line of North Roosevelt Boulevard (State Road No. 5) and a point on a curve to the left, having a radius of 524.51 feet, a central angle of 14° 58' 17", a tangent length of 68.92 feet, a chord bearing of North 57° 59' 55" West, and a chord length of 135.66 feet; thence along the arc of said curve, an arc length of 137.03 feet to the end of said curve; thence North 65° 16' 57" West, a distance of 12.37 feet back to the Point of Beginning.

SURVEOR'S CERTIFICATE

1. That the survey was made on the ground and is correct.
2. That the survey shows a complete legal description of the Parcel 1 as described in the Chicago Department to the land necessary for access or utilities and an indication of the total acreage or square foot area of the land.
3. That the survey shows the location of the perimeter of the subject property by courses and distances and all lines described by reference to the line of another piece of property.
4. That all field measurements on the survey are balanced, both as to angles and distances, so as to provide a mathematical closure. That the survey shows the point of bearing, the following information for any curve: length of arc, radius, central angle and bearing to the radius point from the beginning and end points of the curve.
5. That the survey shows the location of all easements and rights-of-way, including all easements and rights-of-way shown as exceptions on Chicago Title Insurance Company commitment for title and encroachments recorded on 2/20/2016, and the survey shows the location of all easements and encroachments referred to in the title binder showing the location of all easements on the survey, and stating that all easements are located pursuant to the book and page of the recorded easements.
6. That the survey shows established building lines and setback, height and bulk restrictions of record or disclosed by applicable zoning or building codes (in addition to those recorded in subdivision maps).
7. That the survey shows all dedicated public streets, easements or rights-of-way providing access to the land and that such access is paved to the property line of the land and that the width of all of the foregoing are indicated.
8. That the survey shows lines of streets abutting the subject property and the width thereof, and that ingress and egress to the subject property is provided by North Roosevelt Blvd., (U.S. Highway 1) (State Road No. 5), the same being a dedicated public right-of-way maintained by the Island of Key West, and the State of Florida.
9. That the survey shows encroachments and the extent thereof in feet and inches (if practicable) upon the subject property, including, but without limitation, over, under or across buildings, easements and encroachments located upon the land encroach upon other lands).
10. That the survey shows the exterior dimensions of all buildings at ground level and the square footage of the exterior footprint of all buildings; or gross floor area, including all buildings at ground level and the height of all buildings above grade at a defined location, if applicable.
11. That the survey shows all substantial, visible improvements (in addition to buildings) such as signs, parking areas or structures, swimming pools, tennis courts, etc.
12. That the survey shows the relation of the improvements by distances to the perimeter of the subject property, the established building lines and the street lines.
13. That the survey shows all parking areas and, if striped, the striping and the type (e.g. handicapped, motorcycle, regular, etc) and number of parking spaces, if applicable.
14. That the survey shows the location of all easements necessary to bring utilities to the Property, together with the location of all utilities (i.e., sewer, water, electric, telephone and gas service) served by existing or public companies as evidenced by on-site observation or as determined by records provided information (for example): (a) railroad tracks and sidings (with reference as to the source of information); (b) monoholes, catch basins, valve vaults or other surface indicators of subterranean uses; (c) wires and cables (including their function); crossing of all crossings or overhangs affecting the surveyed premises; and (d) utility company installations on the surveyed premises.
15. That the survey shows the location of all matters affecting the land, including fences, pipelines and streams.
16. That the survey shows all observable evidence of earth moving work, building construction or building additions within recent months.
17. That the survey shows all observable evidence of site use as a solid waste dump, slump or sanitary landfill.
18. That if the subject property is described as being on a field map or plat, a legend relating the survey to said map or plat is on the survey.
19. That the survey shows any coastal body of water or navigable waterway within 150 feet of the subject property, if applicable.
20. That the survey shows all applicable coastal construction lines, bulkhead lines, mean high water marks and erosion control lines must be shown on the survey or a statement contained therein that same do not lie within the boundary of the subject property.
21. That the subject property does not serve any adjoining property for drainage, ingress or egress or any other purpose, except as shown on the survey.
22. That the subject property is within special flood hazard area 120168, Panel 1509 K, AE, Elevation 8', dated 8/20/2015 as shown in the most recent Flood Hazard Boundary Maps prepared by the Department of Housing and Urban Development.
23. That the Subject Property is zoned General Commercial under zoning codes of the Island of Key West.
24. That the survey shows any significant observations not otherwise disclosed.

To Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, The Planning & Zoning Resource Corporation, and SE Key West Owner VII L.P., a Delaware limited partnership

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standards and Requirements for ALTA/ACSM Land Title Surveys, jointly established by the American Land Title Association (ALTA) and the American Council of Title Insurance Companies (ACTIC), and included items 1, 2, 3, 4 (in square feet and acres), 6(b), 8, 11(c), 11(d), 13, 14, 16, 17, 18, 19, 20(a), and 21, and if buildings are located on the land, optional items 7(c), 7(b)(1), 7(c) and 9, and 10(a), of Table A thereof. The field work was completed on 2/27/14.

DATED: _____
FREDERICK H. HILDEBRANDT
Professional Land Surveyor & Mapper No. 2749
State of Florida

SURVEOR'S NOTES:
North arrow based on plat
Reference Bearing: R/W No. Roosevelt Blvd. per deeds
A, B, C denotes existing elevation
Elevations based on N.G.V.D. 1929 Datum
Bench Mark No.: NOS 1982 Elevation: 5.1440

Field Work performed on: 3/1/16

- Monumentation:**
 ● = set 1/2" Iron Pipe, P.L.S. No. 2749
 ▲ = Found P.K. Nail, P.L.S. No. 2749
 ▲ = Found P.K. Nail
- Abbreviations:**
 S/W = Strip
 R/W = Right-of-Way
 Id. = Found
 P. = Plat
 M. = Measured
 M.H.W. = Mean High Water
 O.R. = Official Records
 Sec. = Section
 Twp. = Township
 R.N.T.S. = Not To Scale
 E = Electric
 E.W. = Electric Wire
 B.M. = Bench Mark
 P.C. = Point of Curvature
 P.T. = Point of Tangency
 P.O.C. = Point of Commence
 P.B. = Point of Beginning
 P.B. = Point Book
 ELEC. = Electric
 Tel. = Telephone
 Ench. = Encroachment
 O.L.F. = On Line
 C.L.F. = Chain Link Fence

Schedule B-2 Exceptions

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or otherwise known, or which have been paid for, but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.	effects, not plottable
2. Taxes and assessments for the year 2014 and subsequent years, which are not yet due and payable.	effects, not plottable
3. Standard Exceptions: A. Easements, claims of easements, boundary line disputes, easements, encroachments or other matters not shown by the public records which would be disclosed by an accurate survey of the land. B. Rights or claims of parties in possession not shown by the public records. C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records. D. Taxes or assessments which are not shown on existing liens in the public records. NOTES ON STANDARD EXCEPTIONS: Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey. Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown on existing liens in the public records. Exception will be made for matters disclosed in the affidavit.	See Survey
4. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for sewer or water, sewer or gas system supplying the insured land.	effects, not plottable
5. State Law under Chapter 76-190 and Chapter 2278.02 of the Florida Administrative Code for Land Planning for the Florida Keys Area of Critical Concern recorded in Official Records Book 668, Page 43, and Final Judgement recorded in Official Records Book 1788, Page 1257, of the Public Records of Monroe County, Florida.	effects, not plottable
6. City of Key West Area of Critical State Concern, Rule 27E-15 of the Florida Administrative Code, adopted by the Administration Commission pursuant to Section 80.05, Florida Statutes, effective February 28, 1984, recorded in Official Records Book 908, Page 200, of the Public Records of Monroe County, Florida.	effects, not plottable
7. City Ordinance No. 81-43 and Amendment 82-5 thereof, which provides for the assessment and collection of waste in the City of Key West, Monroe County, Florida.	effects, not plottable
8. Code of Ordinances of the City of Key West, Section 74, which provides for the assessment and collection of sewer charges.	effects, not plottable
9. Easement to the City of Key West, Florida recorded in Official Records Book 179, Page 29, of the Public Records of Monroe County, Florida.	See Survey
10. Easement to the Utility Board of the City of Key West, Florida recorded in Official Records Book 218, Page 6, of the Public Records of Monroe County, Florida.	See Survey
11. Reservations in favor of the Trustees of the Internal Improvement Fund of the State of Florida contained in Deed recorded in Deed Book G-45, Page 323, of the Public Records of Monroe County, Florida, as to all reasonable mineral, an undivided three-fourths (3/4th) interest in all phosphate, minerals and metals; an undivided one-half (1/2) interest in all petroleum.	effects, not plottable
NOTE: The right of entry and exploration running with the above reservation of an interest in phosphate, minerals, metals and/or petroleum has been released by Florida Statute 270.11 (2).	effects, not plottable
12. Covenants and conditions set forth in Special Warranty Deed recorded in Official Records Book 864, Page 1974, of the Public Records of Monroe County, Florida.	effects, not plottable
13. Agreement for Grant of Easement in favor of TCI Cablevision of Florida, Inc. as recorded in Official Records Book 1731 Page 2450, of the Public Records of Monroe County, Florida.	effects, Blanket Easement
14. Easement Agreement in favor of the City of Key West, recorded in Official Records Book 1778, Page 196, of the Public Records of Monroe County, Florida, and shown on the survey prepared by Island Surveying, Inc., dated June 27, 2006, last revised, April 21, 2014, and designated as BWN No. 14-165-W.	See Survey
15. Terms, covenants, conditions and other matters contained in the Lease dated April 1, 1985 between Conch Tour Train, Inc. a Florida corporation, and the Herz Corporation, a Delaware corporation, as Tenant, as evidenced by Consent to Assignment, Estoppel, Non-Disturbance, Assignment, and Subordination Agreement recorded in Official Records Book 1500, Page 2183, of the Public Records of Monroe County, Florida.	effects, not plottable
16. Easement to Morgan, Inc. recorded in Official Records Book 190, Page 550, of the Public Records of Monroe County, Florida.	effects, not plottable
17. Intentionally deleted	Intentionally deleted
18. Declaration of Affordable Housing Restrictions recorded in Official Records Book 2427, Page 279, and Consent, Non-Disturbance and Subordination Agreement recorded August 13, 2009 in Official Records Book 2427, Page 286, of the Public Records of Monroe County, Florida.	effects, not plottable
19. Amended and Restated Development for The Key West Hotel Collection by and between JLV Key West I, LLC, a Florida limited liability company; JLV Key West 2, LLC, a Florida limited liability company; JLV Key West II, LLC, a Florida limited liability company; RFA Key West II, LLC, a Florida limited liability company; JRC Key West Hotel, LLC, an Illinois limited liability company; RFA Key West LLC, an Illinois limited liability company; AWA Key West LLC, an Illinois limited liability company; and JLV Key West LLC, an Illinois limited liability company. Collectively, as "Owners", and the City of Key West, recorded August 19, 2013, in Official Records Book 2545, Page 1406, of the Public Records of Monroe County, Florida.	effects, not plottable
20. Non-Exclusive License Agreement with Buggy Bus, Inc., a Florida corporation and Conch Tour Train, Inc., a Florida corporation, as licensees, recorded November 9, 2006 in Official Records Book 2250, Page 2385, of the Public Records of Monroe County, Florida.	effects, not plottable
21. Declaration of Covenants, Conditions, and Easements recorded March 16, 2015 in Official Records Book 2793, Page 1706.	effects, not plottable
22. Survey prepared by Island Surveying Inc., by Frederick H. Hildebrandt, under Drawing No. 16-165, dated June 27, 2006 and most recently updated March 3, 2016 reveals the following: A. Encroachment of wood fence into that easement recorded in Official Records Book 1778, Page 196. B. Encroachment of overhang of frame ticket booth from neighboring property over the easterly line of subject property by .75' and encroaching onto that easement recorded in Official Records Book 190, Page 550. C. Evidence of utilities throughout subject property not located within any recorded easement area. NOTE: No. Form 9.2 coverage is afforded over the matters noted at Exception 22A and B above.	See Survey

ADDITIONAL NOTES:

Zoning: CG - General Commercial
 FRM: 120168, Panel 1509 K
 Zone, AE, Elevation 8 and 9'
 8/20/15

Setbacks:
 Front & Rear: 25'
 Sides: 20' or more
 However, all structures were built with the old property lines, which extended an additional 7.5' onto U.S. No. 1)

Area: 78,461 S.F.
 1.80± Acres

5/3/16: Tree location, spot elev.
 3/16/16: Sch. B, remove easement
 3/3/16: Updated, cert. site, Sch. B
 5/12/15: Reverse Easement
 4/9/15: Updated survey, added 6' Easement
 4/21/14: Updated Cert. Commitment, Sch. B-II
 3/3/14: Updated
 7/25/13: Updated

Highgate - Welcome Center
 3640 North Roosevelt Blvd., Key West, FL

BOUNDARY SURVEY	
Scale: 1"=30'	Plat No.: 16-165
Date: 6/27/06	Drawn By: F.H.H.
REVISIONS AND/OR ADDITIONS	Food Dev: 8-10'
8/7/06: Update cert. parking, also survey	
6/21/13: Scaled B. cert	
7/17/13: ALTA	

ISLAND SURVEYING, INC.
 ENGINEERS PLANNERS SURVEYORS
 3152 Noranda Drive
 Key West, FL 33040
 (305) 293-0486
 info@islandsurveying.com
 FL No. 7700

Sheet 2 of 2

PROJECT INFORMATION

Table with 2 columns: Field Name (e.g., APPLICABLE CODES, AUTHORITY HAVING JURISDICTION) and Description (e.g., 2014 FLORIDA BUILDING CODE, CODE OF ORDINANCES CITY OF KEY WEST, FLORIDA).

Table with 3 columns: Field Name (e.g., CONSTRUCTION TYPE, OCCUPANCY CLASS), Residential, and Ground Level Below Podium.

Table with 2 columns: Field Name (e.g., BUILDING DATA, TOTAL ALLOWABLE AREA, PROPOSED AREA) and Description (e.g., WITH AREA INCREASE: 7,490 SF, GROUND LEVEL: 2448 SF).

Table with 4 columns: Field Name (e.g., ZONING DATA, PROJECT ADDRESS, ZONING DISTRICT CLASSIFICATION), and values (e.g., CG GENERAL COMMERCIAL, 3800 NORTH ROOSEVELT BLVD).

Table for UNIT PARKING with columns: Covered Parking, Surface Parking, and Total to be Provided (Existing to Remain).

Table for FIRE RESISTANCE RATINGS with columns: Table 601, Hours, and various structural/frame components.

Table for INTERIOR FINISHES with columns: Class C: Flame Spread Index, Smoke-Developed Index, and various interior components.

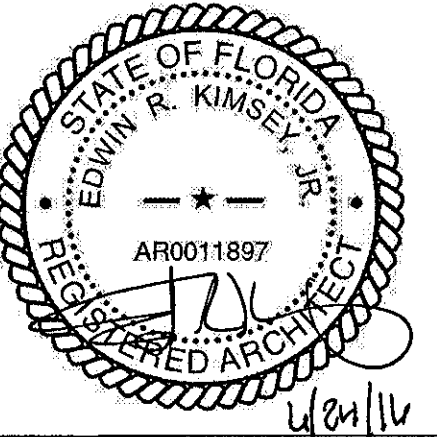
Table for FIRE PROTECTION with columns: System Name (e.g., AUTOMATIC SPRINKLER SYSTEM) and Description/Requirements.

Table for FIRE PARTITION & BARRIERS with columns: Component Name (e.g., DWELLING UNIT SEPARATION) and Fire Rating/Requirements.

Table for ENERGY CONSERVATION with columns: Field Name (e.g., CLIMATE ZONE, EXTERIOR WALLS) and Value/Requirement.

Table for MEANS OF EGRESS with columns: Field Name (e.g., EXIT ACCESS TRAVEL DISTANCE, CAPACITY OF EGRESS COMPONENTS) and Description/Requirements.

Table for BPAS with columns: Field Name (e.g., ZONE, FLOOD ZONE) and Value/Requirement.



PROJECT #: 116003
DRAWN BY: SX, TW
CHECKED BY: AR

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FL LICENSE # AA-0002774

Small table with 3 columns: No., Description, Date. Shows revision history.

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KEY WEST WORKFORCE HOUSING
NORTH ROOSEVELT BLVD., KEY WEST, FL

SHEET TITLE
PROJECT INFORMATION & CODE ANALYSIS

SHEET NUMBER

G.02

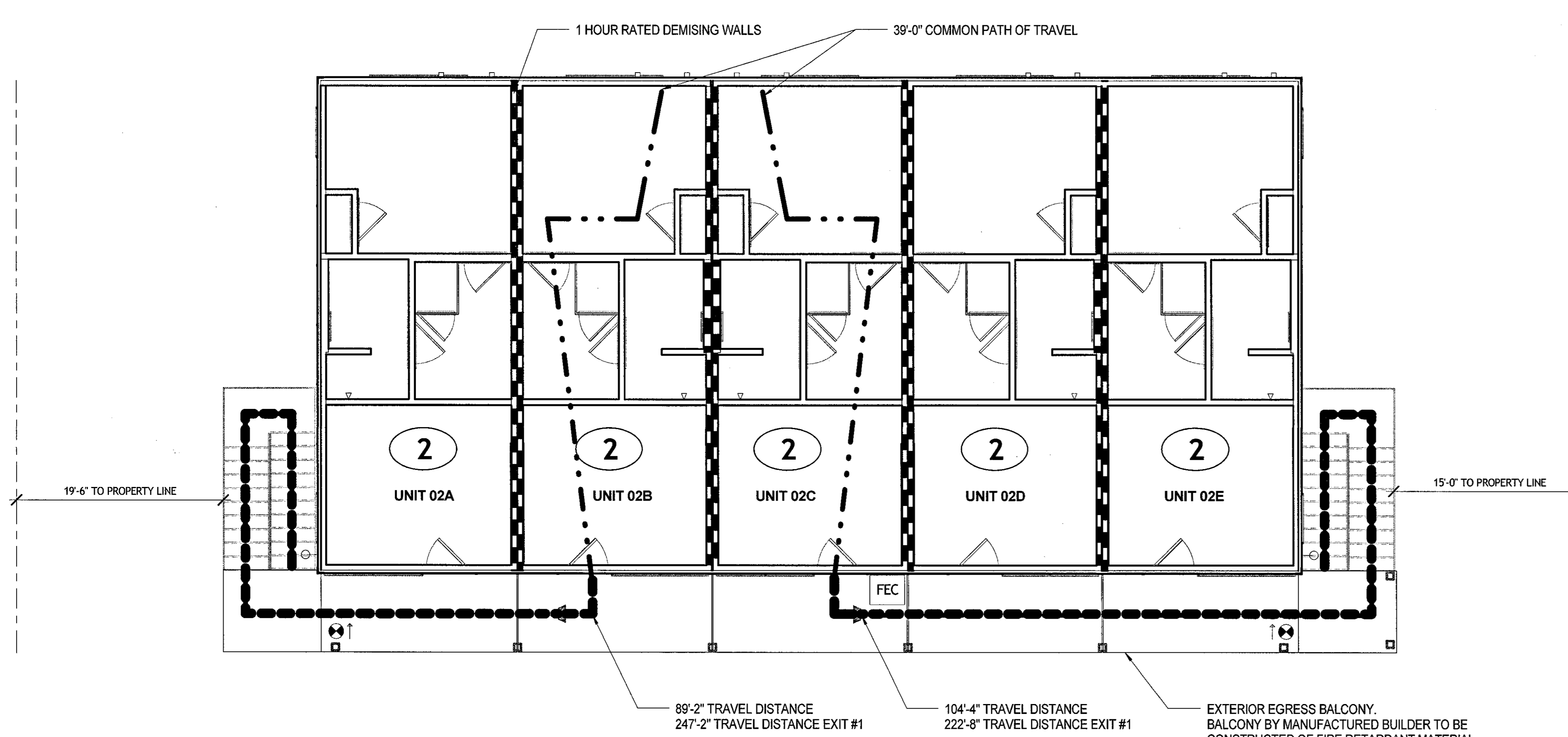
4
05/13/2016

LIFE SAFETY - OCCUPANCY				
NAME	OCCUPANCY TYPE	AREA	AREA PER OCCUPANT	OCC. CALC.
00 GROUND LEVEL T.O. SLAB				
PARKING	UTILITY CARPORT	2440 SF	200 SF	12
STORAGE	ACCESSORY STORAGE	71 SF	300 SF	1
01 LEVEL T.O. PODIUM				
UNIT 01A	RESIDENTIAL	400 SF	200 SF	2
UNIT 01B	RESIDENTIAL	400 SF	200 SF	2
UNIT 01C	RESIDENTIAL	400 SF	200 SF	2
UNIT 01D	RESIDENTIAL	400 SF	200 SF	2
UNIT 01E	RESIDENTIAL	400 SF	200 SF	2
02 LEVEL T.O.P.				
UNIT 02A	RESIDENTIAL	400 SF	200 SF	2
UNIT 02B	RESIDENTIAL	400 SF	200 SF	2
UNIT 02C	RESIDENTIAL	400 SF <td 200 SF	2	
UNIT 02D	RESIDENTIAL	400 SF	200 SF	2
UNIT 02E	RESIDENTIAL	400 SF	200 SF	2
TOTAL OCCUPANCY		33		

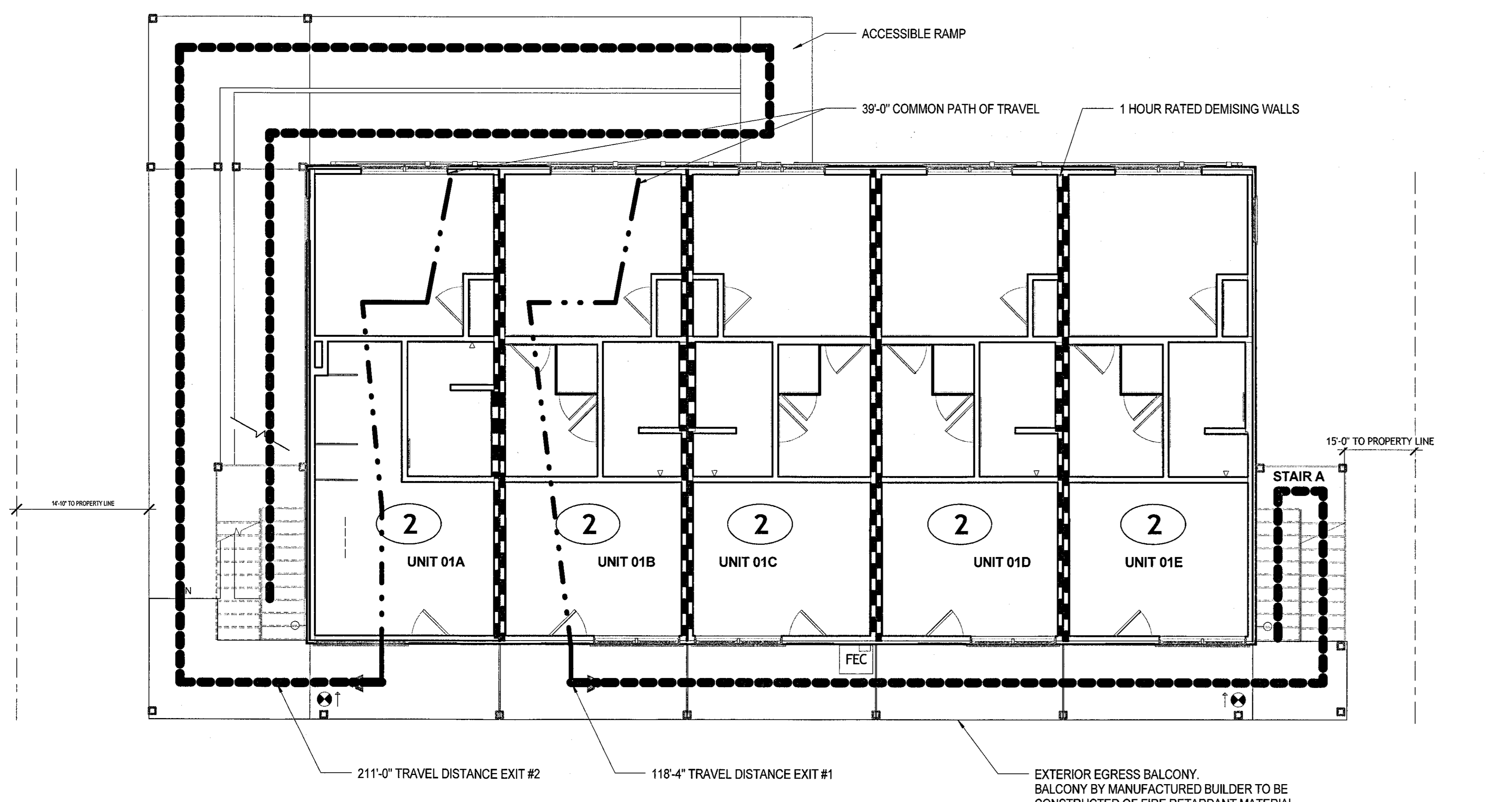
NOTES:

1. TWO EXIT AND EXIT ACCESS DOORWAYS FROM ANY SPACE SHALL BE REQUIRED IF EITHER (1015.1):
a. THE OCCUPANT LOAD OF THE SPACES EXCEEDS 49 PERSONS
b. THE COMMON PATH OF TRAVEL EXCEEDS 75'-0"
2. MAXIMUM TRAVEL DISTANCE WITH OPEN BALCONY SHALL BE LESS THAN 250'-0" (TABLE 1016.2).
3. MAXIMUM COMMON PATH OF EGRESS TRAVEL FOR R-2 SHALL BE LESS THAN 75'-0" (TABLE 1014.3).
4. THE MINIMUM CLEAR WIDTH OF EACH EGRESS DOOR OPENING SHALL BE 32". DOORS SHALL SWING IN THE DIRECTION OF TRAVEL WHERE SERVING AN OCCUPANT LOAD OF 50 OR MORE PERSONS AND HAVE A THRESHOLD NO GREATER THAN 1/2".
5. EXTERIOR EXIT STAIRWAYS SHALL HAVE A MINIMUM FIRE SEPARATION DISTANCE OF 10FT (1026.5).
6. EXTERIOR EGRESS BALCONY DOES NOT REQUIRE SEPARATION FOR THE ENTIRETY OF THE BUILDING BY WALLS AN OPENING PROTECTIVES AS REQUIRED FOR CORRIDORS WHERE EXTERIOR EGRESS BALCONY IS SERVED BY AT LEAST TWO STAIRS AND A DEAD END TRAVEL CONDITION DOES NOT REQUIRE TRAVEL PAST AN UNPROTECTED OPENING (1019.2 EXCEPTION)
7. PORTABLE FIRE EXTINGUISHER- 5 LB PER NFPA 10 (2A) - PROVIDED IN EACH RESIDENTIAL UNIT AND 10 LB PER NFPA 10 (4A) AS LOCATED IN LIFE SAFETY PLANS.
8. SMOKE/CARBON MONOXIDE ALARMS TO BE PROVIDED WITHIN UNITS.

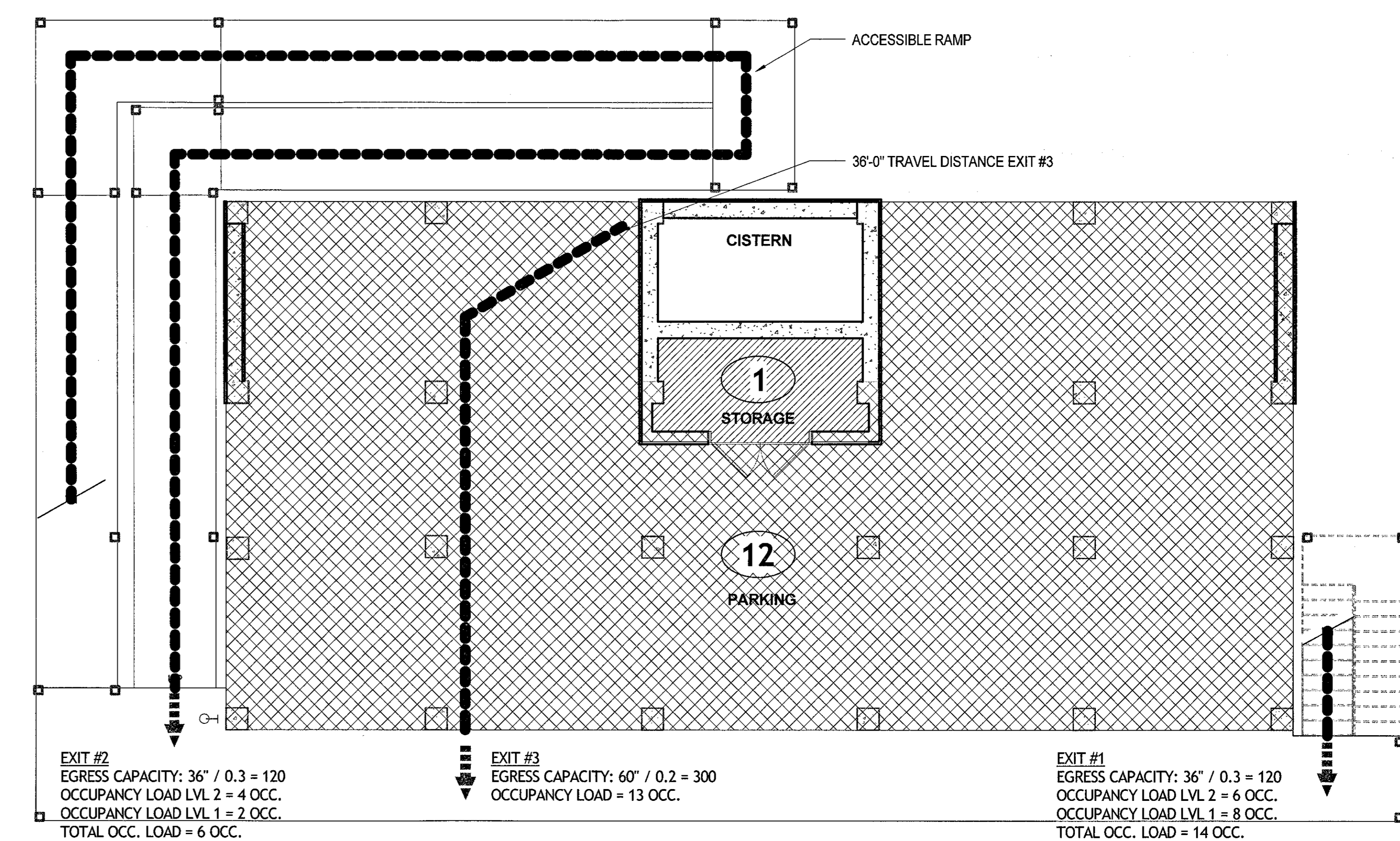
OCCUPANCY TYPES	LEGEND
R2 OCCUPANCY	NOTE: DIMENSIONS ARE FOR REFERENCE ONLY.
U OCCUPANCY	1 HOUR WALL PATTERN
S2 OCCUPANCY	COMMON PATH OF TRAVEL
	EGRESS TRAVEL PATH
	EXIT DISCHARGE
	FIRE EXTINGUISHER CABINET - IN LOCATIONS NOTED ON PLANS
	EXIT SIGN



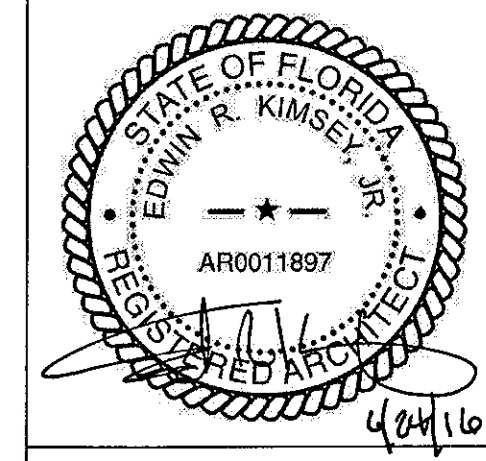
PLAN 3
3/16" = 1'-0" L.S.10
LIFE SAFETY SECOND LEVEL PLAN



PLAN 2
3/16" = 1'-0" L.S.10
LIFE SAFETY FIRST LEVEL PLAN



PLAN 1
3/16" = 1'-0" L.S.10
LIFE SAFETY GROUND LEVEL PLAN



PROJECT #: 116003
DRAWN BY: SX, TV
CHECKED BY: AR

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FL LICENSE # AA-0002774

No.	Description	Date
1	SCHEMATIC DESIGN	02/03/16
2	DESIGN DEVELOPMENT	02/22/16
3	ISSUED FOR BID	03/07/16
4	DRC SET	05/18/16

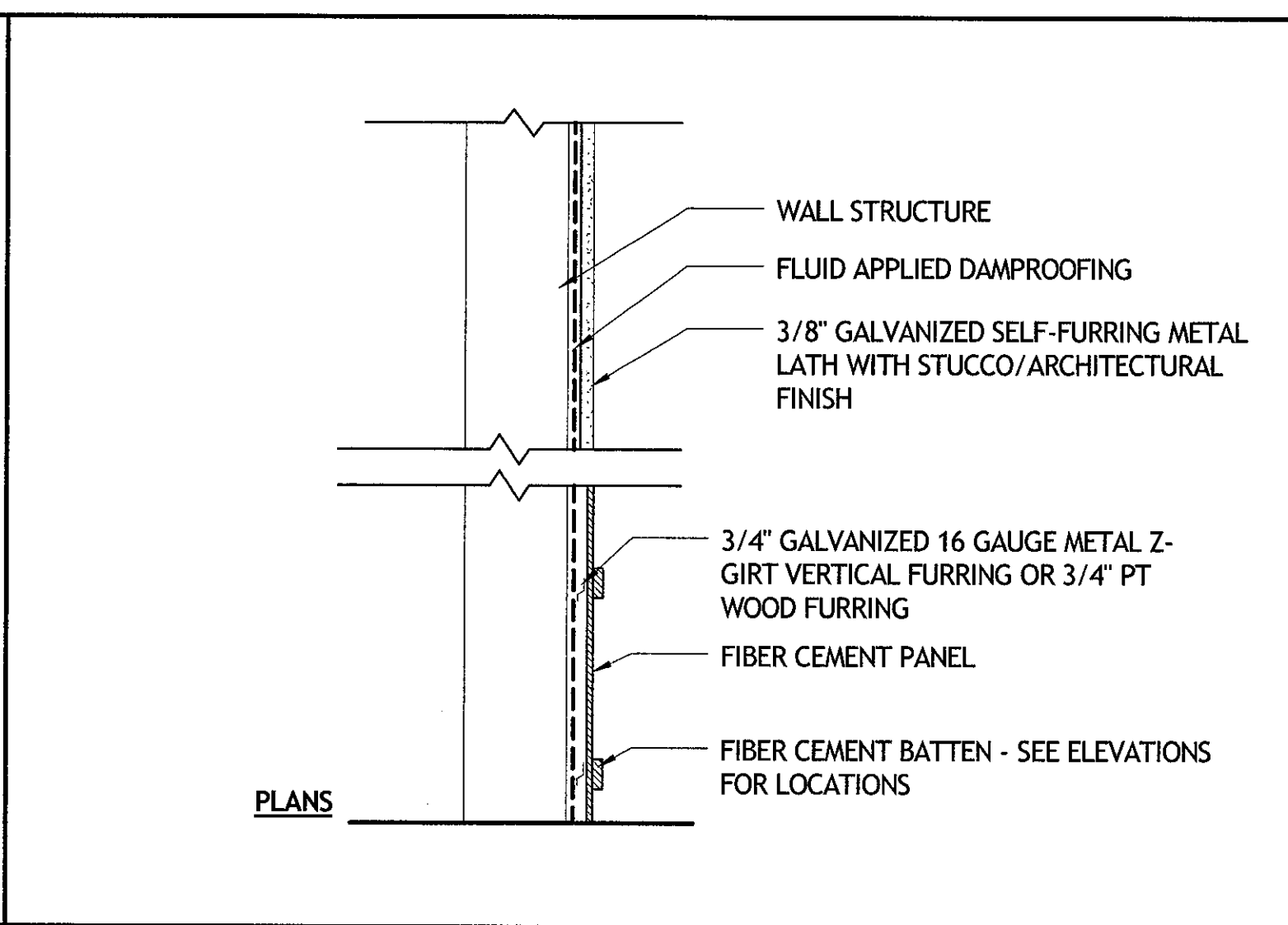
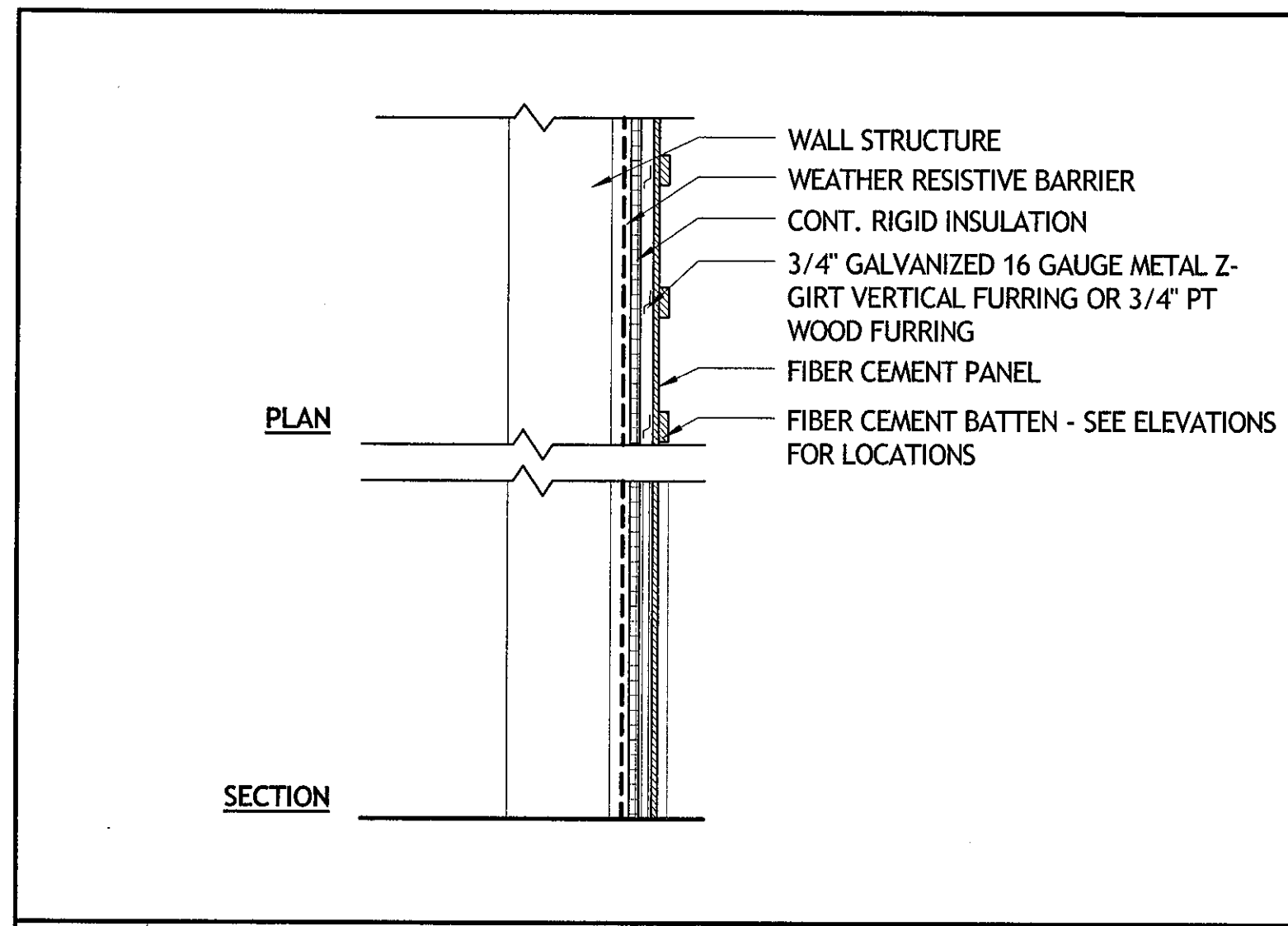
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KEY WEST WORKFORCE HOUSING
NORTH ROOSEVELT BLVD., KEY WEST, FL

SHEET TITLE
LIFE SAFETY PLANS

SHEET NUMBER
LS.10

4
05/13/2016

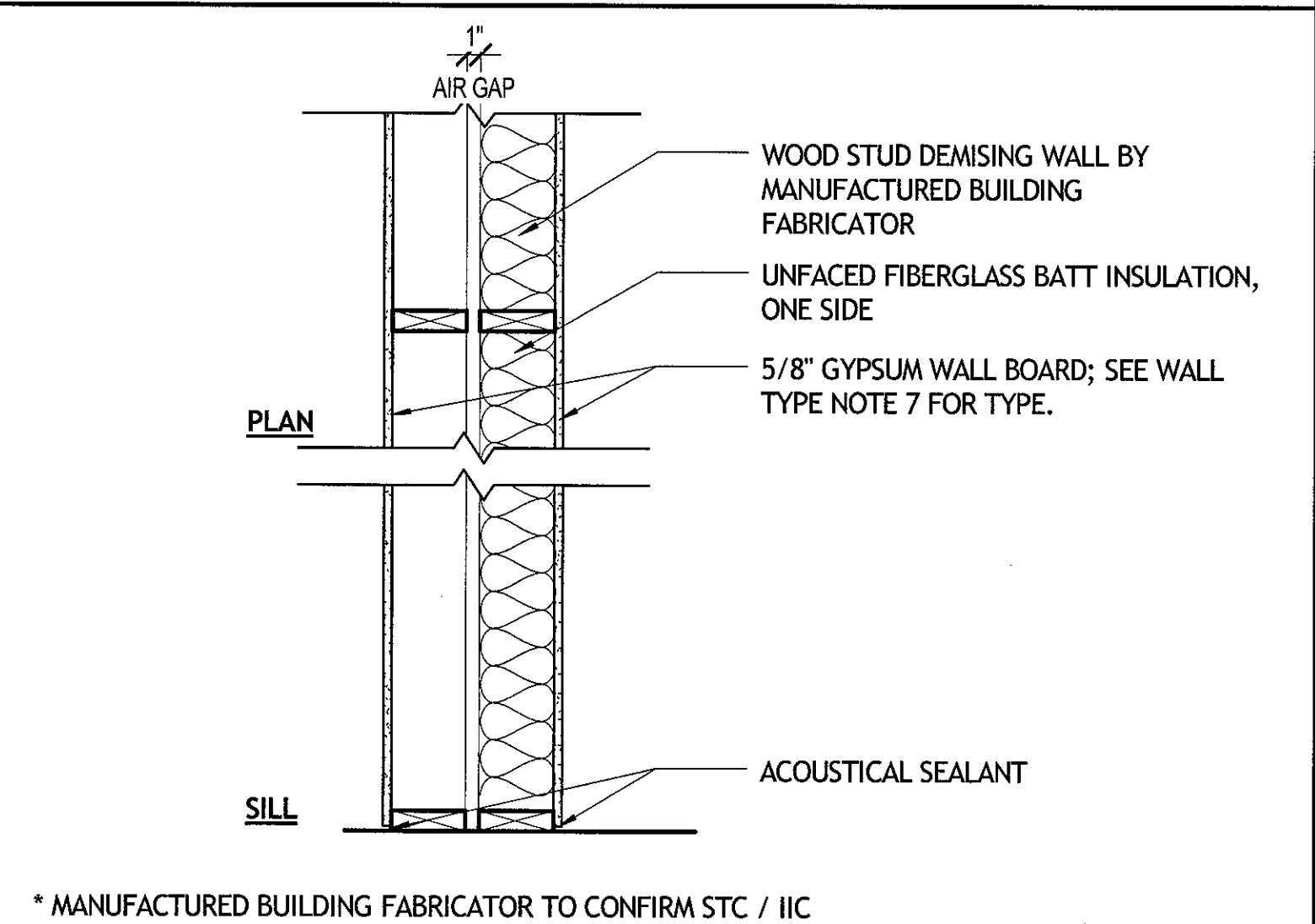
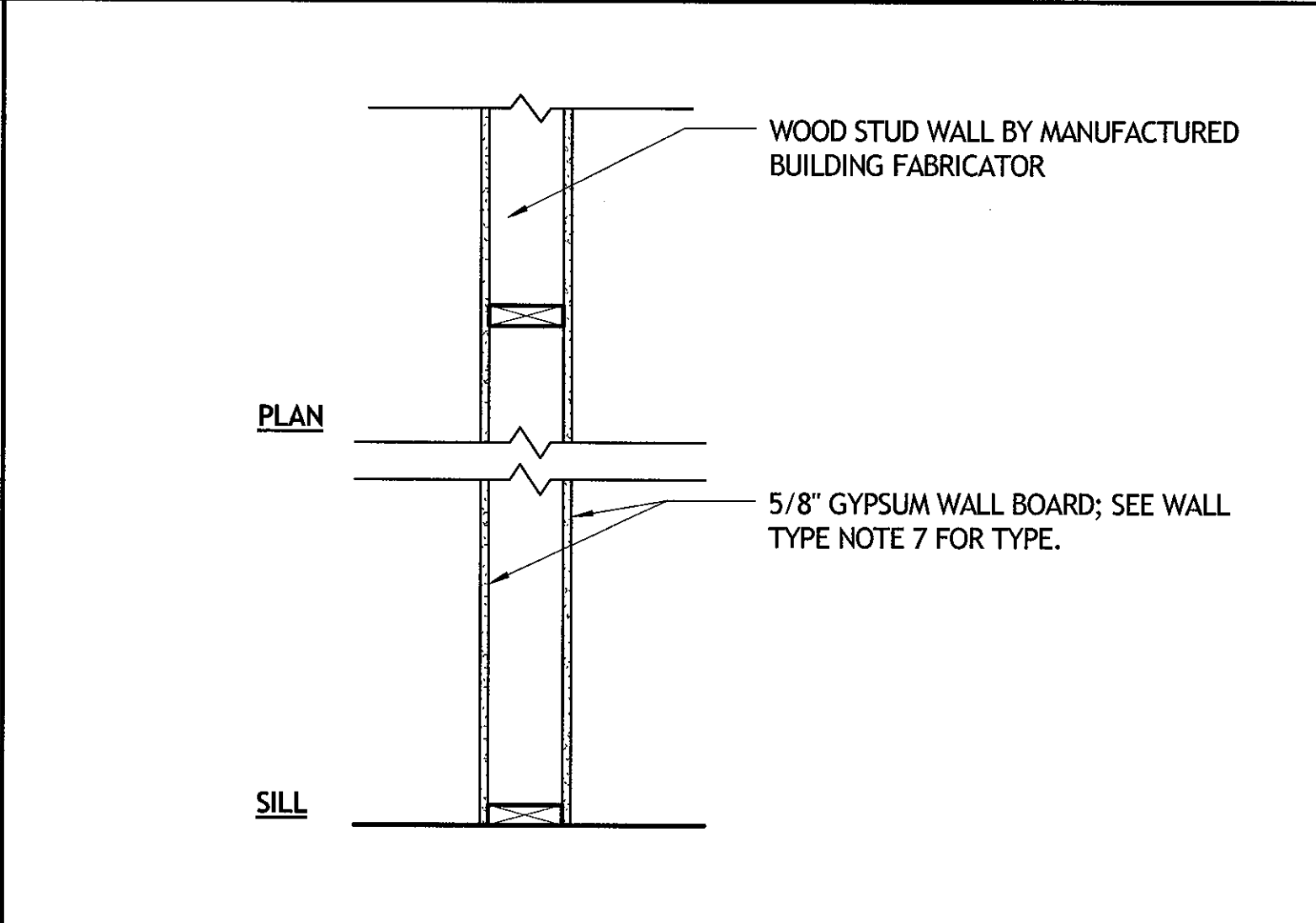
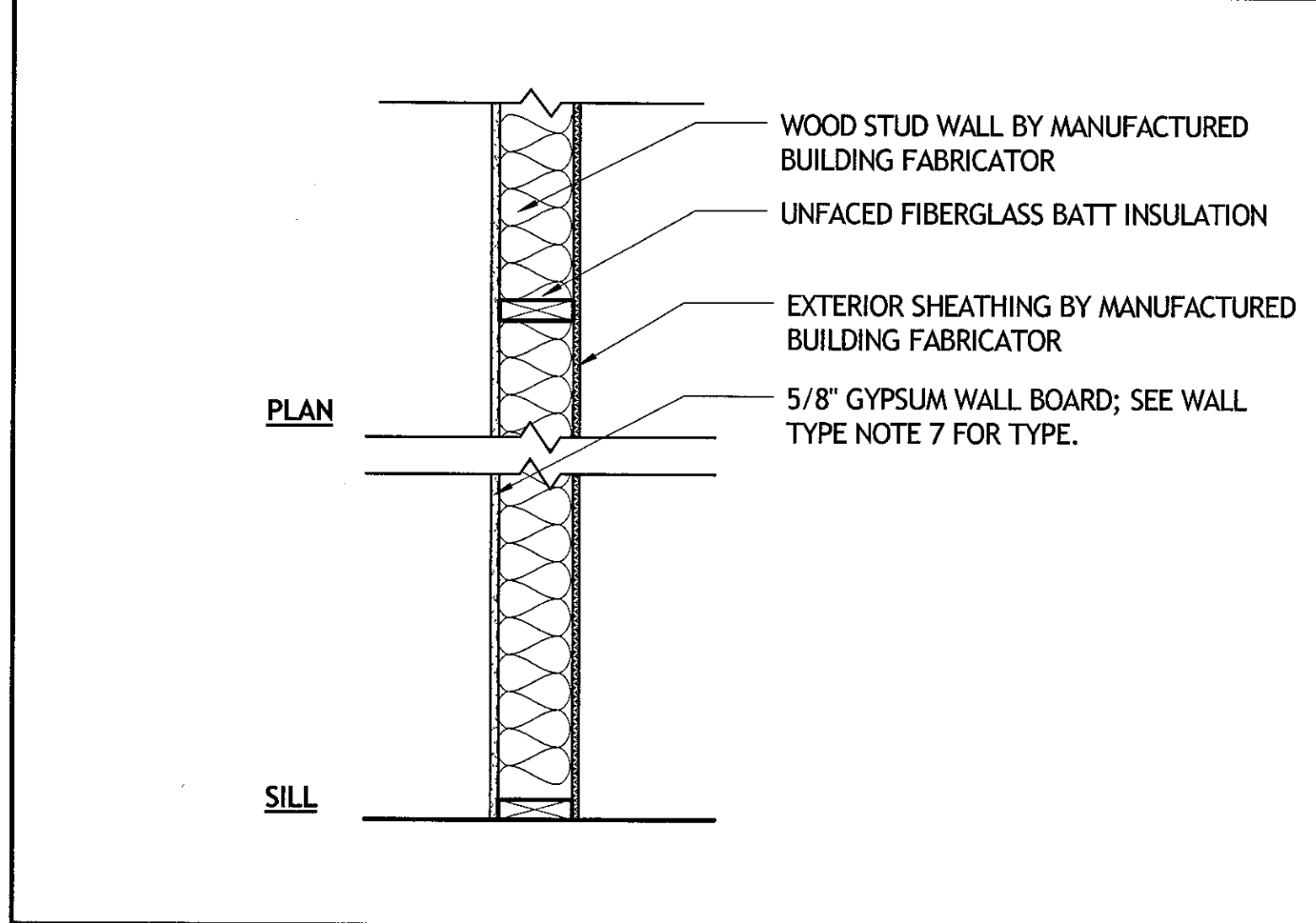


TAG	DESCRIPTION
FW1	FIBER CEMENT BOARD & BATTEN
FC1	STUCCO/ARCHITECTURAL FINISH
FC2	FIBER CEMENT BOARD & BATTEN
FC3	PAINTED FINISH

TAG	DESCRIPTION
FC1	STUCCO/ARCHITECTURAL FINISH
FC2	FIBER CEMENT BOARD & BATTEN
FC3	PAINTED FINISH

FINISH TYPE - FW

FINISH TYPE - FC



TAG	STRUCTURE SIZE	OVERALL THICK	RATED ASSEMB.	STC	INSULATION
Wam4	2X4	4 5/8"	U356	N/A	R-13 & CI R-3.8
Wam6	2X6	6 1/8"	U356	N/A	R-13 & CI R-3.8

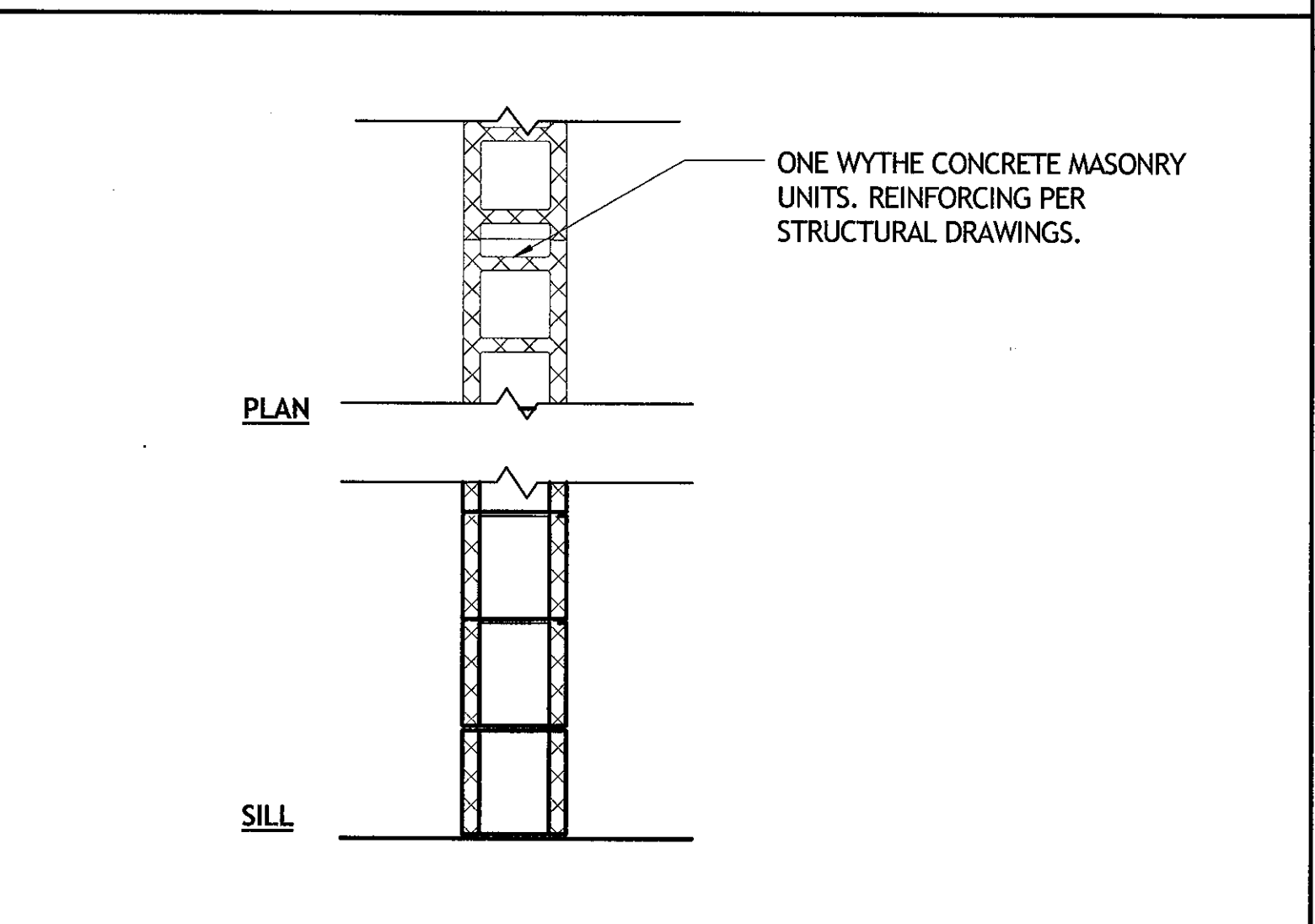
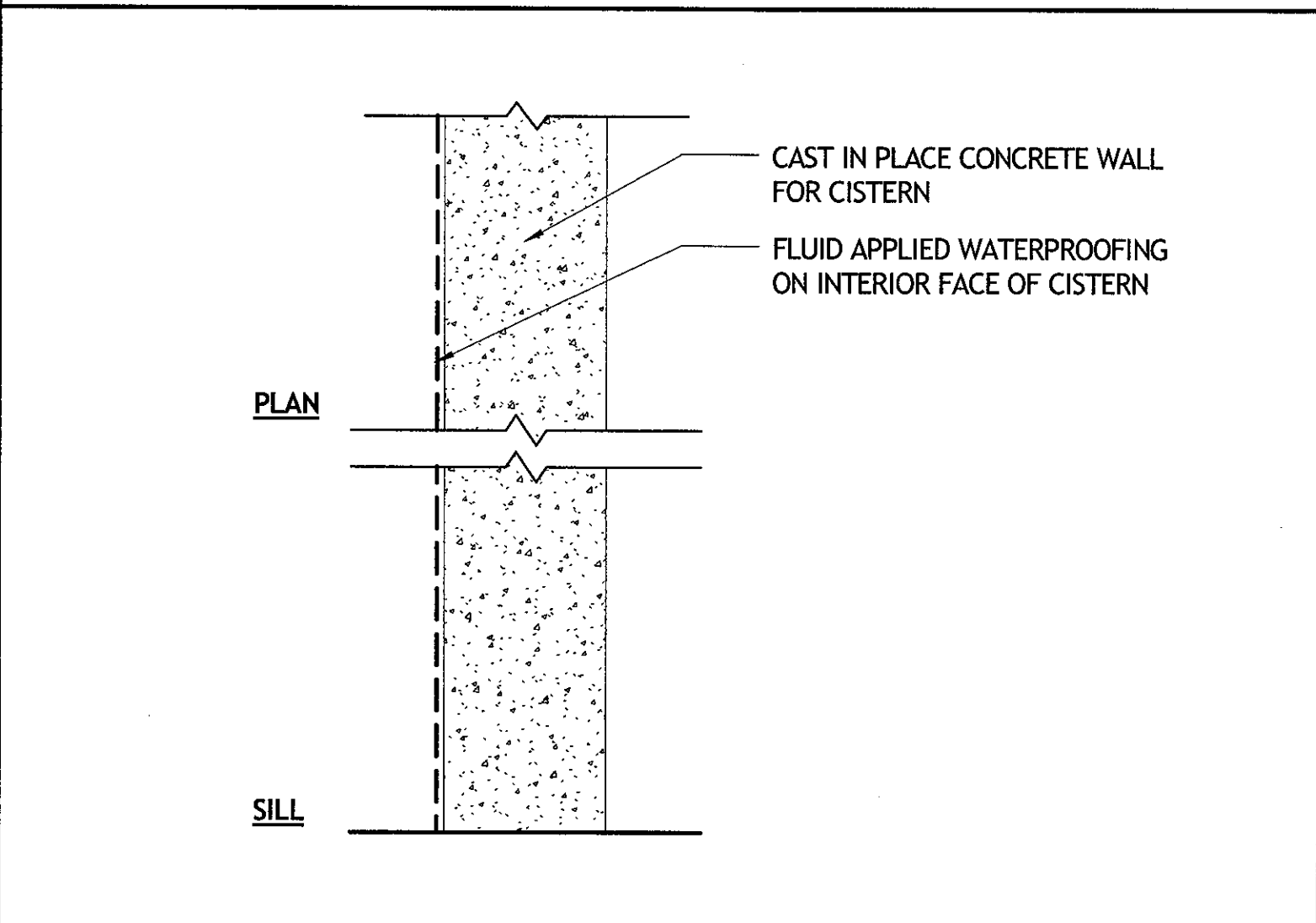
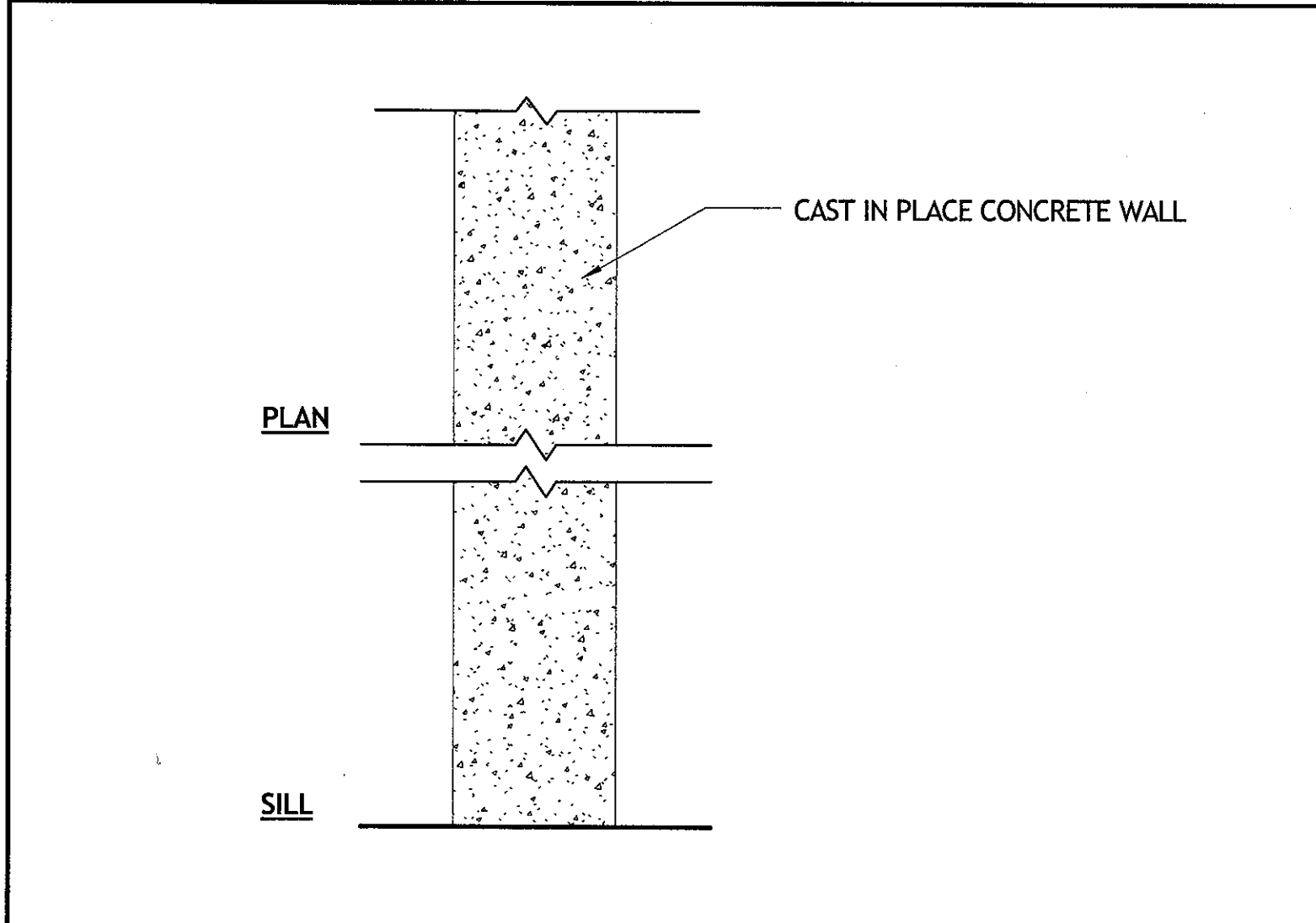
TAG	STRUCTURE SIZE	OVERALL THICK	RATED ASSEMB.	STC	INSULATION
Waa4	2X4	4 3/4"	N/A	N/A	INDICATED PER PLANS
Waa6	2X6	6 3/4"	N/A	N/A	INDICATED PER PLANS

TAG	STRUCTURE SIZE	OVERALL THICK	RATED ASSEMB.	STC	INSULATION
DWa4	2X4 2X4	9 1/4"	1 HOUR U341	54"	R-13 ONE SIDE

PARTITION TYPE - W

PARTITION TYPE - W

PARTITION TYPE - D



TAG	STRUCTURE SIZE	OVERALL THICK	RATED ASSEMB.	STC	INSULATION
C12	12"	12"	N/A	N/A	N/A

TAG	STRUCTURE SIZE	OVERALL THICK	RATED ASSEMB.	STC	INSULATION
CC12	12"	12"	N/A	N/A	N/A

TAG	STRUCTURE SIZE	OVERALL THICK	RATED ASSEMB.	STC	INSULATION
H8	7 5/8"	7 5/8"	N/A	N/A	N/A

PARTITION TYPE - C

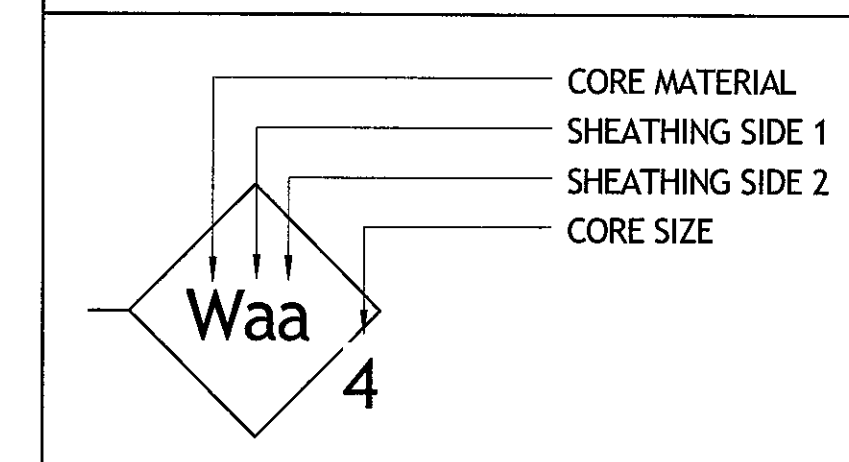
PARTITION TYPE - CC

PARTITION TYPE - H

WALL TYPES NOTES:

- INSTALLATION MUST BE IN ACCORDANCE WITH THE REFERENCED U/L ASSEMBLY FOR RATED WALLS. IF AN ALTERNATE MANUFACTURER OR INSTALLATION IS SELECTED A REQUEST FOR SUBSTITUTION MUST BE SUBMITTED TO NBA FOR REVIEW.
- FLUID-APPLIED MEMBRANE AT CMU AND ALL BELOW GRADE CONDITIONS.
- ACOUSTICAL VALUES ARE BASED ON A 3RD PARTY CERTIFICATION OF DESIGN STC RATINGS. DOCUMENTATION AVAILABLE UPON REQUEST TO NBA.
- BATT INSULATION IS TO BE UNFACED FIBERGLASS BATT OTHERWISE NOTED. ALL RIGID FOAM BOARD INSULATION TO BE CONTINUOUS.
- ALL MASONRY TO HAVE INDUSTRY STANDARD CONTROL AND EXPANSION JOINTS.
- SEE STRUCTURAL DRAWINGS FOR SHEAR WALL LOCATIONS
- SEE PLANS FOR INTERIOR GYPSUM BOARD REQUIREMENTS. 5/8" TYPE 'X' GYPSUM BOARD AT RATED CEILINGS, 5/8" FIBERGLASS MAT FACED REQ. AT ALL BATHROOM & UNCONDITIONED STORAGE ROOMS AND UTILITY APPLICATIONS, 5/8" TILE BACKER BOARD REQUIRED AT TUB/SHOWER SURROUNDS.
- SEE BUILDING PLANS FOR WALL TAGS.

WALL TAG

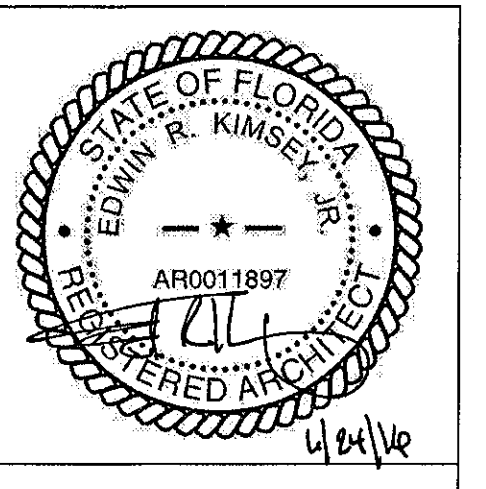


CORE TYPES

- C CONCRETE CAST-IN-PLACE
- D DEMISING
- F FIREWALL
- G CONCRETE MASONRY UNIT - GROUTED SOLID CORE
- H CONCRETE MASONRY UNIT - HOLLOW CORE
- M METAL
- P PRE-CAST CONCRETE
- S SHAFTLINER
- T TILT-UP CONCRETE
- U CONCRETE MASONRY UNIT
- W WOOD

SHEATHING TYPES

- a 5/8" TYPE 'X' GYPSUM BOARD
- e 5/8" TYPE 'X' GYPSUM SHEATHING
- j EXTERIOR GRADE OSB SHEATHING PER STRUCTURAL
- m 1/2" PLYWOOD SHEATHING
- n 1/2" FIRE RETARDANT TREATED EXTERIOR SHEATHING
- p 5/8" TYPE 'X' GYPSUM BOARD OVER 1/2" RESILIENT CHANNEL



PROJECT #: 116003
 DRAWN BY: SX, TW
 CHECKED BY: AR

NILES BOLTON ASSOCIATES

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No.	Description	Date
1	SCHEMATIC DESIGN	02/03/16
2	DESIGN DEVELOPMENT	02/22/16
3	ISSUED FOR BID	03/07/16
4	DRG SET	05/15/16

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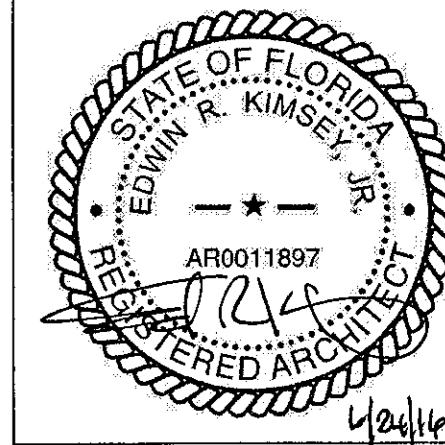
KEY WEST WORKFORCE HOUSING
 NORTH ROOSEVELT BLVD, KEY WEST, FL

SHEET TITLE
 WALL PARTITIONS

SHEET NUMBER

LS.20

4
 05/13/2016



PROJECT #: 116003
 DRAWN BY: SX, TW
 CHECKED BY: AR

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 FL LICENSE # AA-0002774

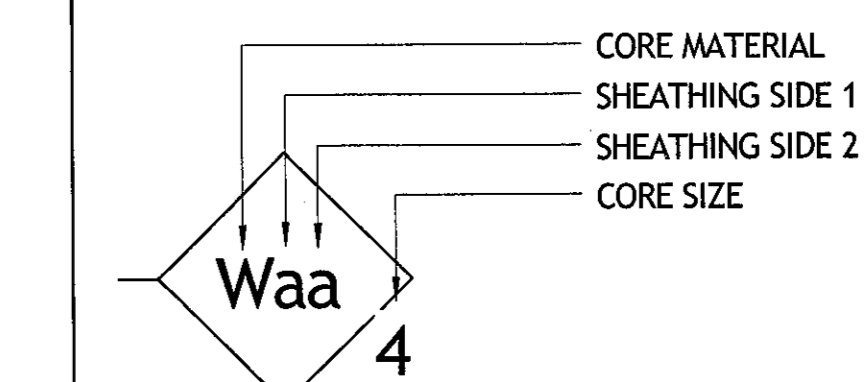
No.	Description	Date
1	SCHEMATIC DESIGN	02/03/16
2	DESIGN DEVELOPMENT	02/22/16
3	ISSUED FOR BID	03/07/16
4	DRC SET	05/18/16

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WALL TYPES NOTES:

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2. FLUID-APPLIED MEMBRANE AT CMU AND ALL BELOW GRADE CONDITIONS.
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5. ALL MASONRY TO HAVE INDUSTRY STANDARD CONTROL AND EXPANSION JOINTS.
6. SEE STRUCTURAL DRAWINGS FOR SHEAR WALL LOCATIONS
7. SEE PLANS FOR INTERIOR GYPSUM BOARD REQUIREMENTS. 5/8" TYPE 'X' GYPSUM BOARD AT RATED CEILINGS, 5/8" FIBERGLASS MAT FACED REQ. AT ALL BATHROOM & UNCONDITIONED STORAGE ROOMS AND UTILITY APPLICATIONS, 5/8" TILE BACKER BOARD REQUIRED AT TUB/SHOWER SURROUNDS.
8. SEE BUILDING PLANS FOR WALL TAGS.

WALL TAG

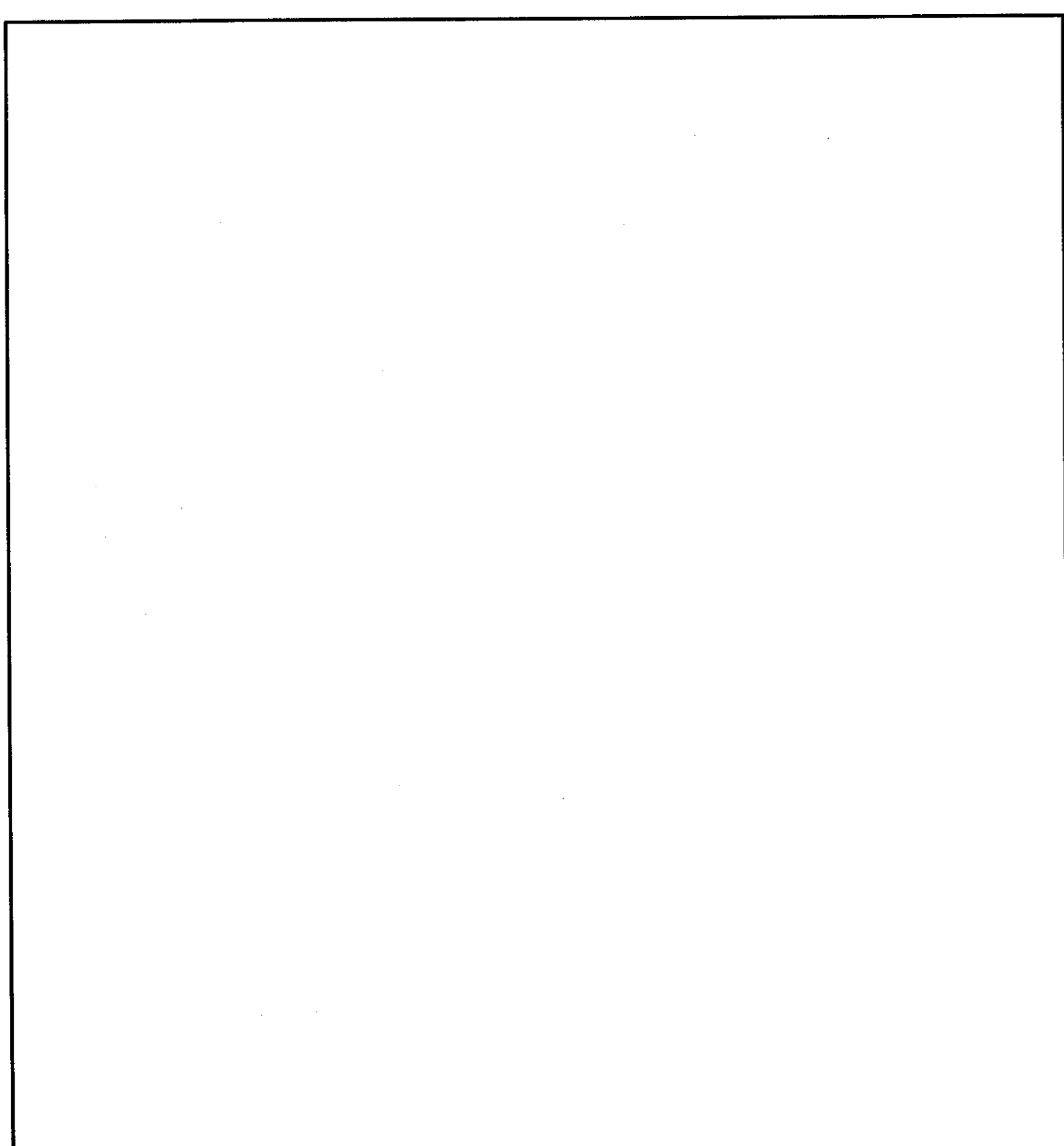


CORE TYPES

- C CONCRETE CAST-IN-PLACE
- D DENISING
- F FIREWALL
- G CONCRETE MASONRY UNIT - GROUTED SOLID CORE
- H CONCRETE MASONRY UNIT - HOLLOW CORE
- M METAL
- P PRE-CAST CONCRETE
- S SHAFTLINER
- T TILT-UP CONCRETE
- U CONCRETE MASONRY UNIT
- W WOOD

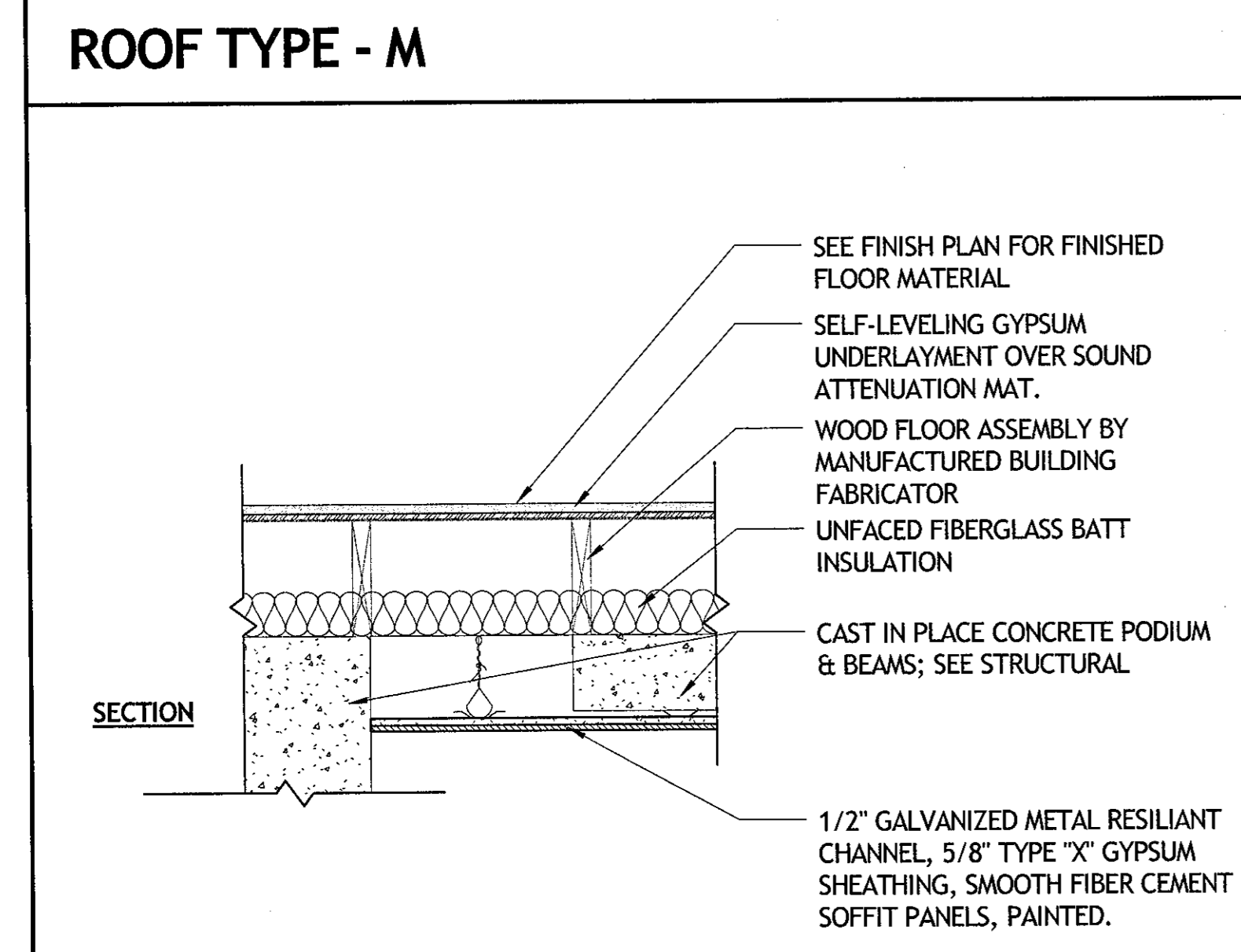
SHEATHING TYPES

- a 5/8" TYPE 'X' GYPSUM BOARD
- e 5/8" TYPE 'X' GYPSUM SHEATHING
- j EXTERIOR GRADE OSB SHEATHING PER STRUCTURAL
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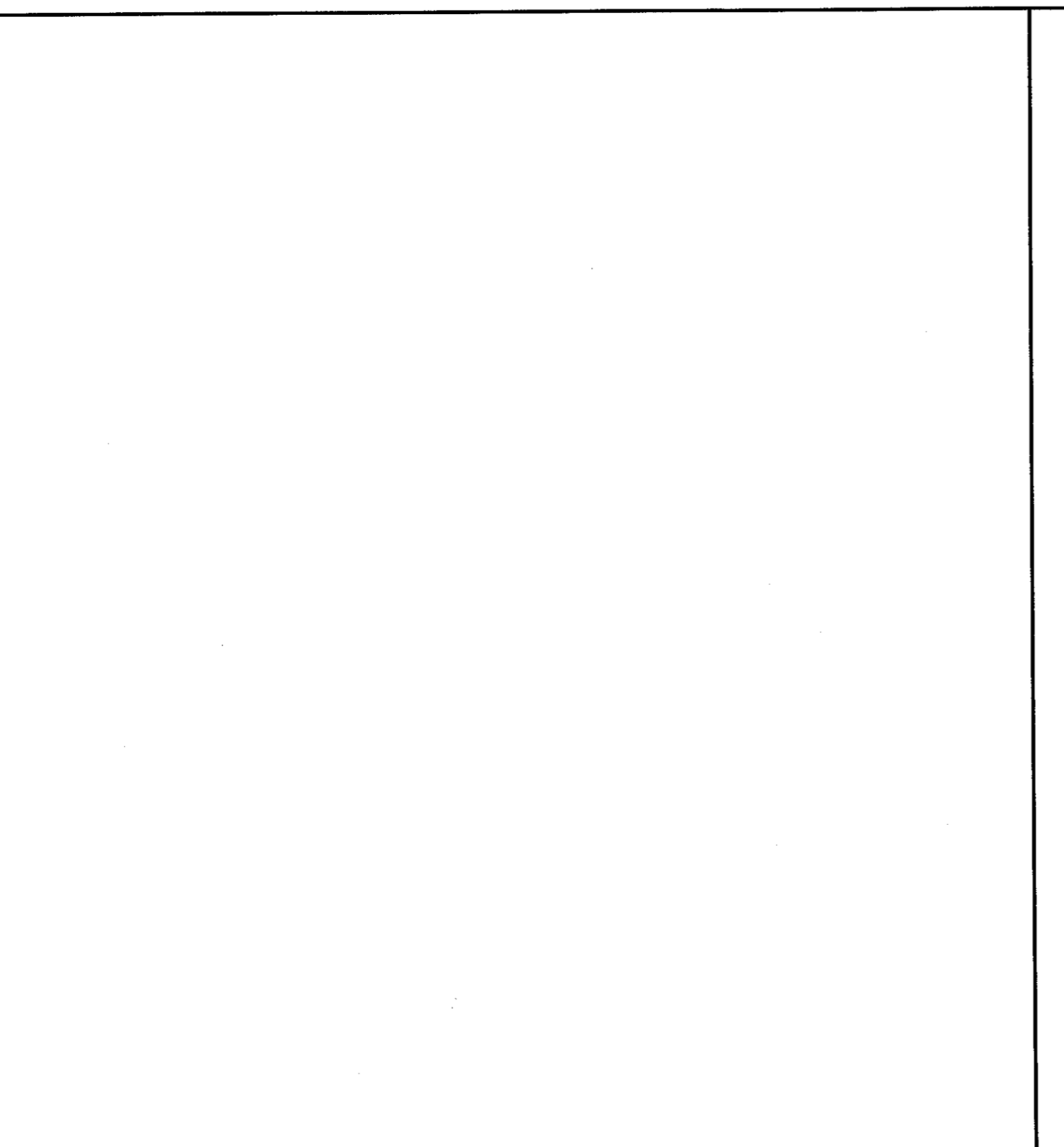
TAG	STRUCTURE SIZE	OVERALL THICK	RATED ASSEMB.	STC / IIC	INSULATION
M	#	#	N/A	N/A	C.I. R-20

ROOF TYPE - M



TAG	STRUCTURE SIZE	OVERALL THICK	RATED ASSEMB.	STC / IIC	INSULATION
H	COMPOSITE	#	1 HR	50 MIN.	R-13

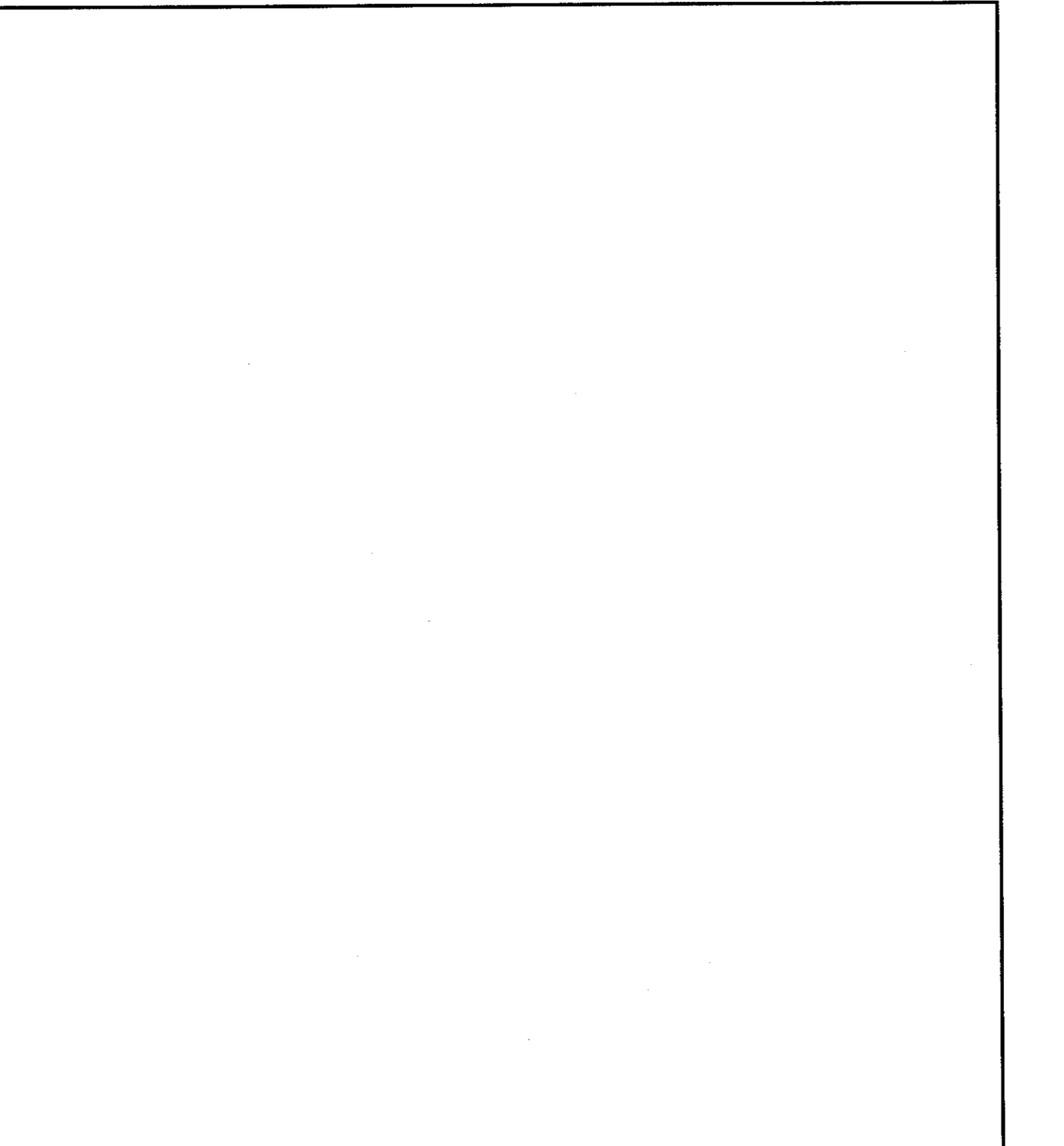
FLOOR / CEILING TYPE - H



TAG	STRUCTURE SIZE	OVERALL THICK	RATED ASSEMB.	STC / IIC	INSULATION
J	#	#	1 HR	50 MIN.*	R-13

* MANUFACTURED BUILDING FABRICATOR TO CONFIRM STC / IIC

FLOOR / CEILING TYPE - J



TAG	STRUCTURE SIZE	OVERALL THICK	RATED ASSEMB.	STC / IIC	INSULATION
K	#	#	1 HR	N/A	

FLOOR / CEILING TYPE - K

KEY WEST WORKFORCE HOUSING
 NORTH ROOSEVELT BLVD, KEY WEST, FL

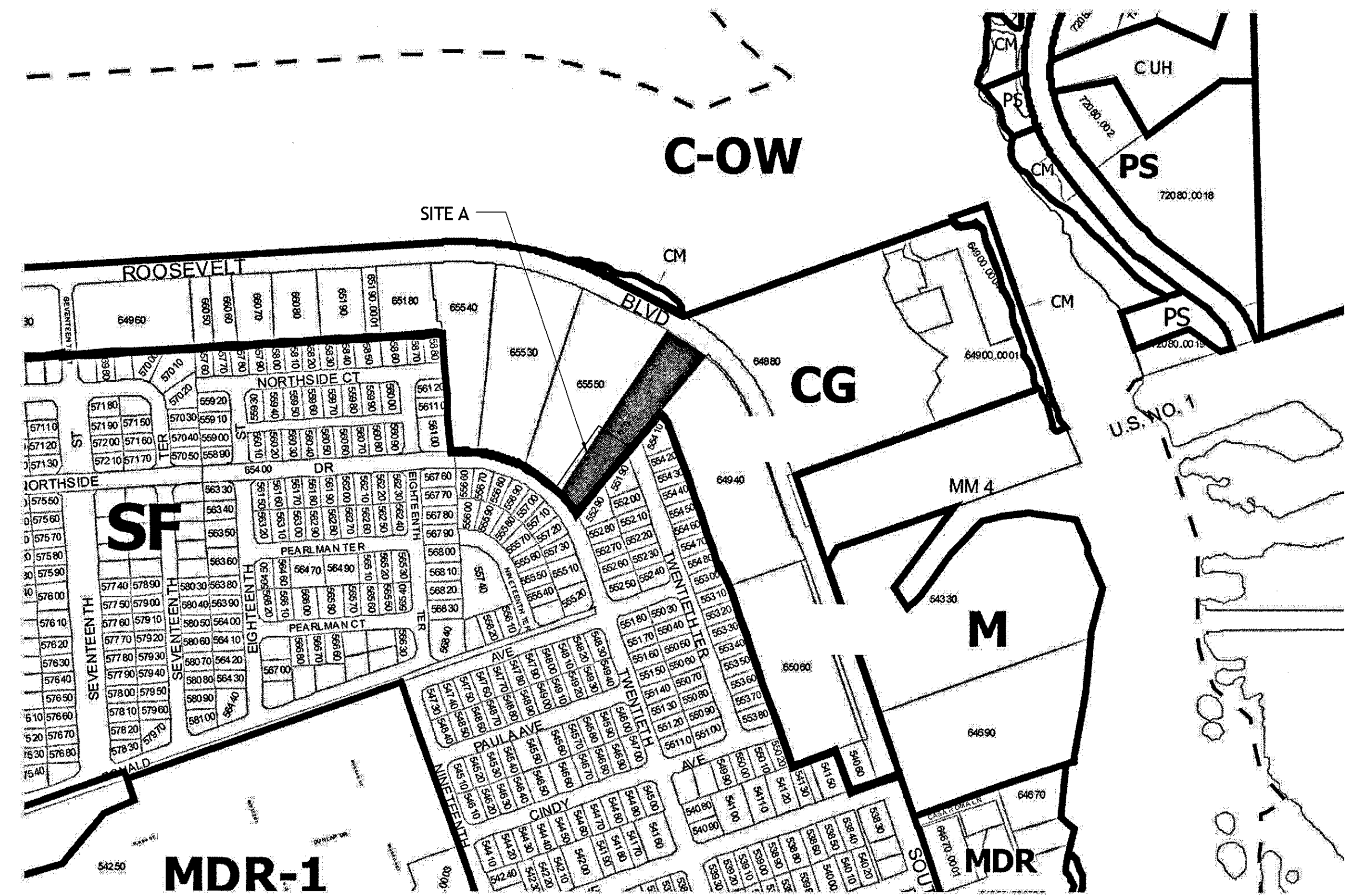
SHEET TITLE
 FLOOR, ROOF, CEILING ASSEMBLIES

SHEET NUMBER

LS.21

4
 05/13/2016

ZONING MAP



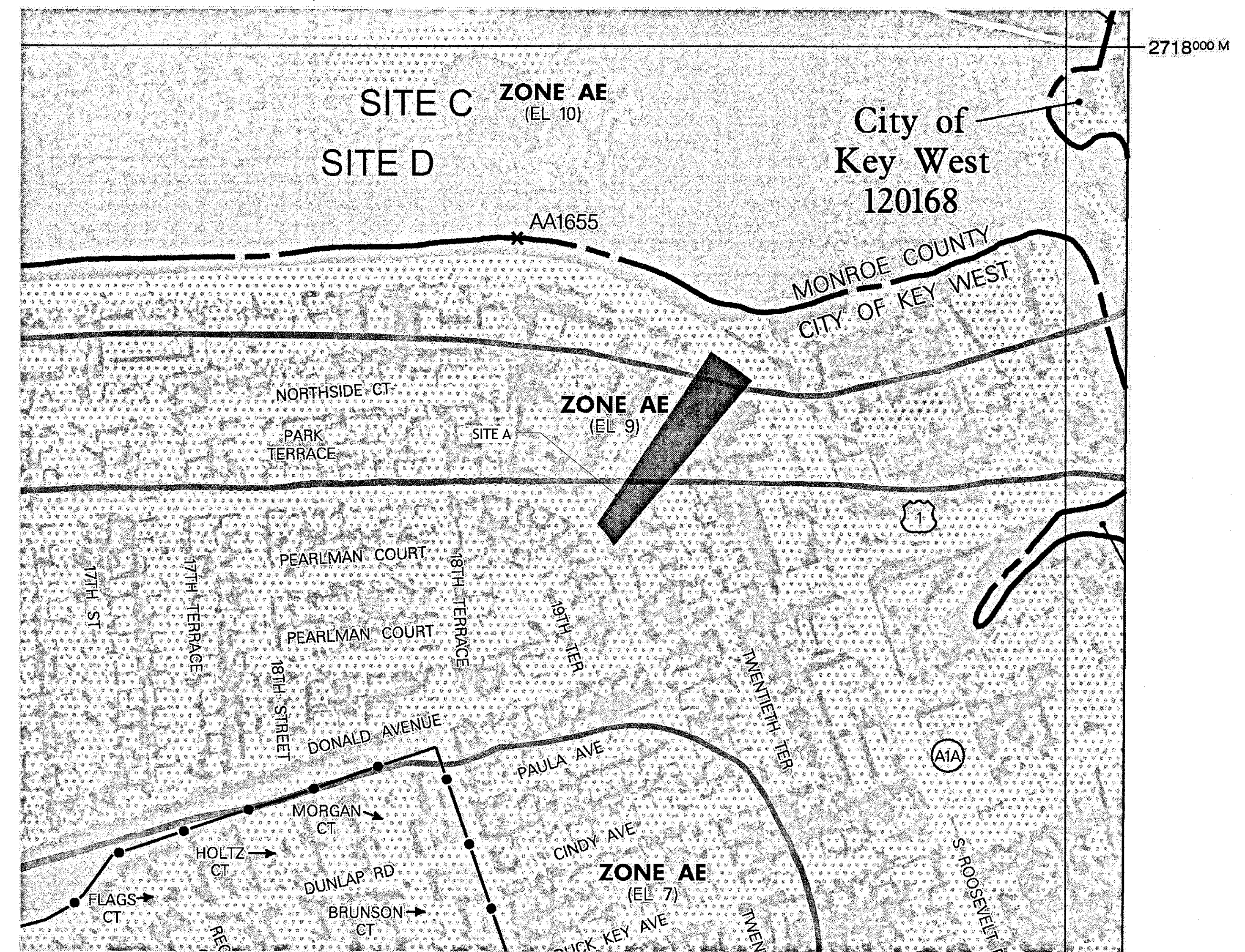
KEY WEST ZONING CODE: CG - GENERAL COMMERCIAL
Permitted Uses include: Hotels, Motels, and Transient Lodging. (Sec. 122-417(8))

The dimensional requirements in the general commercial district (CG) are as follows:

- (1) Maximum density: 16 dwelling units/acre (16 du/acre).
- (2) Maximum floor area ratio: 0.8.
- (3) Maximum height: 40 feet except for the following: The maximum height shall be 30 feet along N. Roosevelt Boulevard, from Seventh Avenue west to Eisenhower Drive and Jose Marti Drive.
- (4) Maximum lot coverage:
 - a. Maximum building coverage: 40 percent.
 - b. Maximum impervious surface ratio: 60 percent.
- (5) Minimum lot size: 15,000 square feet.
 - a. Minimum lot width: 150 feet.
 - b. Minimum lot depth: 100 feet.
- (6) Minimum setbacks:
 - a. Front and rear: minimum of 25 feet or as an alternative ten percent of lot depth for buildings up to 25 feet in height or 20 percent of lot depth for buildings over 25 feet in height; provided, however, the maximum setback shall be 50 feet.
 - b. Side: 15 feet or ten percent of lot width up to a maximum of 20 feet, whichever is greater.
 - c. Street side: 20 feet.

(Sec. 122-420 of the Key West, Florida - Code of Ordinances)

FIRM MAP



FIRM MAP: PANEL 1509

SITE B

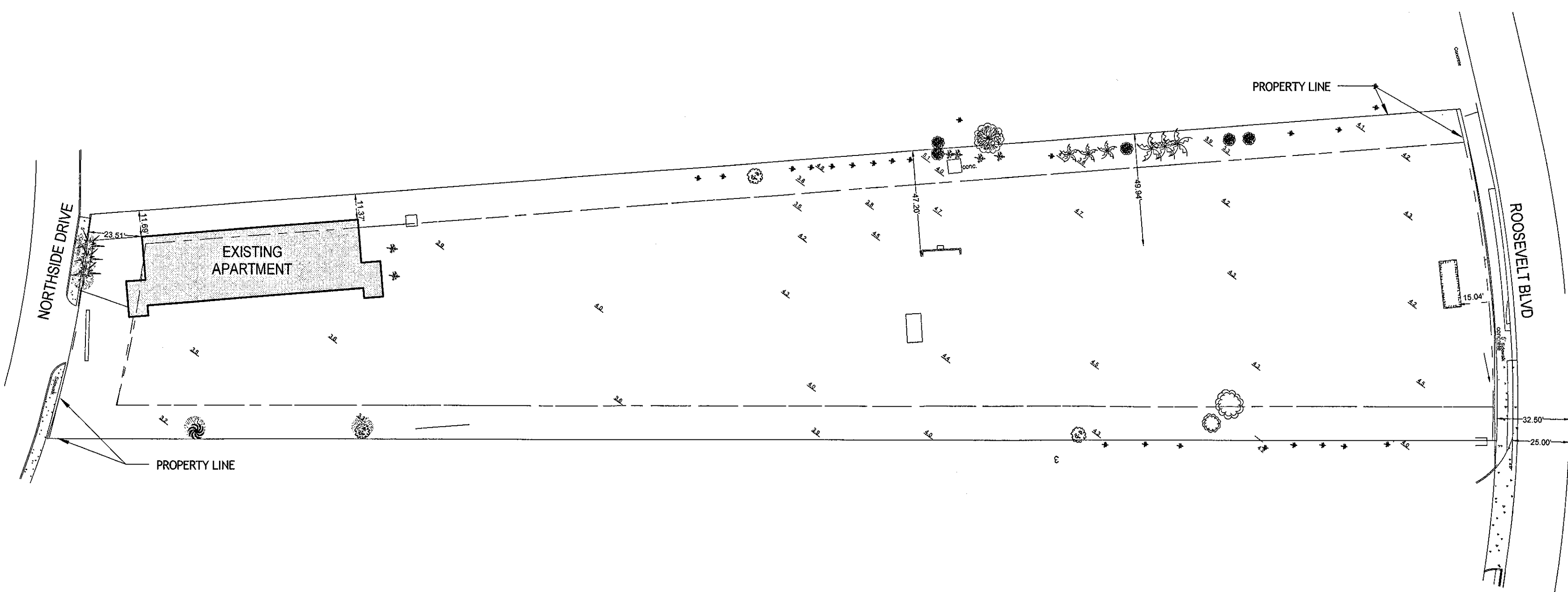
ZONE AE

Areas subject to inundation by the 1-percent-annual-chance flood event. Base Flood Elevations (BFEs) are shown. (44CFR59.1)

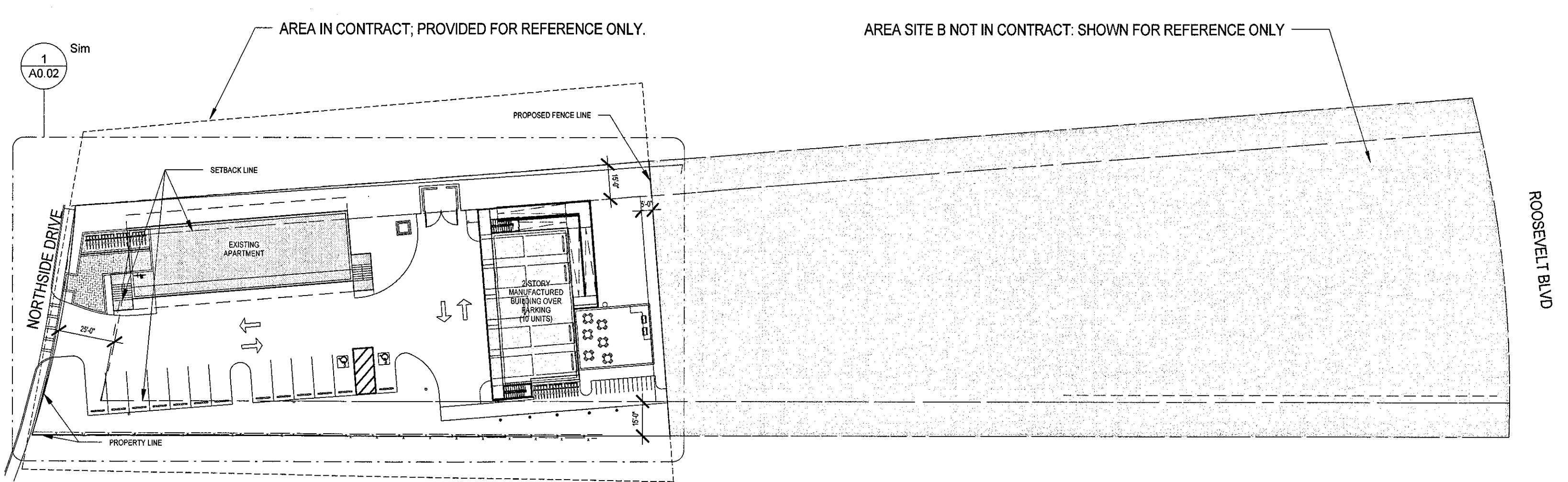
GENERAL NOTES:

- SITE PLAN IS A DIAGRAM INDICATING GENERAL BUILDING INFORMATION ONLY. SEE CIVIL DRAWINGS FOR DETAIL SITE INFORMATION.
- REPAIR AND REPLACE ALL EXISTING FRONTAGE SIDEWALKS NOT MEETING ADA STANDARDS.
- PER FLORIDA ACCESSIBILITY GUIDELINES (201.1) WHERE THE ADA STANDARDS DO NOT REQUIRE AN ACCESSIBLE ROUTE TO EACH LVL, THE FLORIDA REQUIREMENT MAY BE WAIVED DOWN TO THE REQUIREMENTS OF THE ADA STANDARDS. MULTISTORY BUILDING VERTICAL ACCESSIBILITY REQUIREMENT FOR RESIDENTIAL FACILITIES: ACCESSIBLE ROUTE REQUIRED TO CONNECT LEVELS WHERE UNITS WITH MOBILITY FEATURES AND PUBLIC USE AREAS (ADA 206.2.3 EXCEPTION 4).

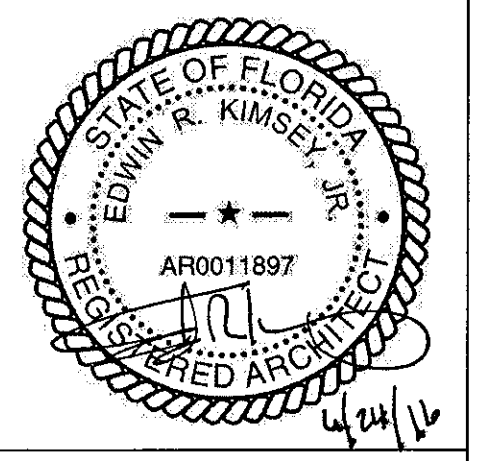
ACCESSIBLE UNIT TYPE A PROVIDED ON BUILDING LEVEL 01. ACCESSIBLE ROUTE PROVIDED BY EGRESS EXIT BALCONY AND EGRESS RAMP. LEVEL 02 EGRESS BY TWO EXTERIOR EXIT STAIRS.



PLAN 2 EXISTING SITE PLAN
1" = 40'-0"



PLAN 1 PROPOSED SITE PLAN
1" = 40'-0"



PROJECT #: 116003
DRAWN BY: SX, TW
CHECKED BY: AR

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FL LICENSE # AA-0002774

No.	Description	Date
1	SCHEMATIC DESIGN	02/03/16
2	DESIGN DEVELOPMENT	02/22/16
3	ISSUED FOR BID	03/07/16
4	DRC SET	05/16/16

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KEY WEST WORKFORCE HOUSING
NORTH ROOSEVELT BLVD, KEY WEST, FL

SHEET TITLE
ARCHITECTURAL SITE PLAN

SHEET NUMBER

A0.01

4
05/13/2016

RELEASED FOR CONSTRUCTION, ISSUED FOR SCOPE CONFIRMATION AND MANUFACTURED UNITS FABRICATOR



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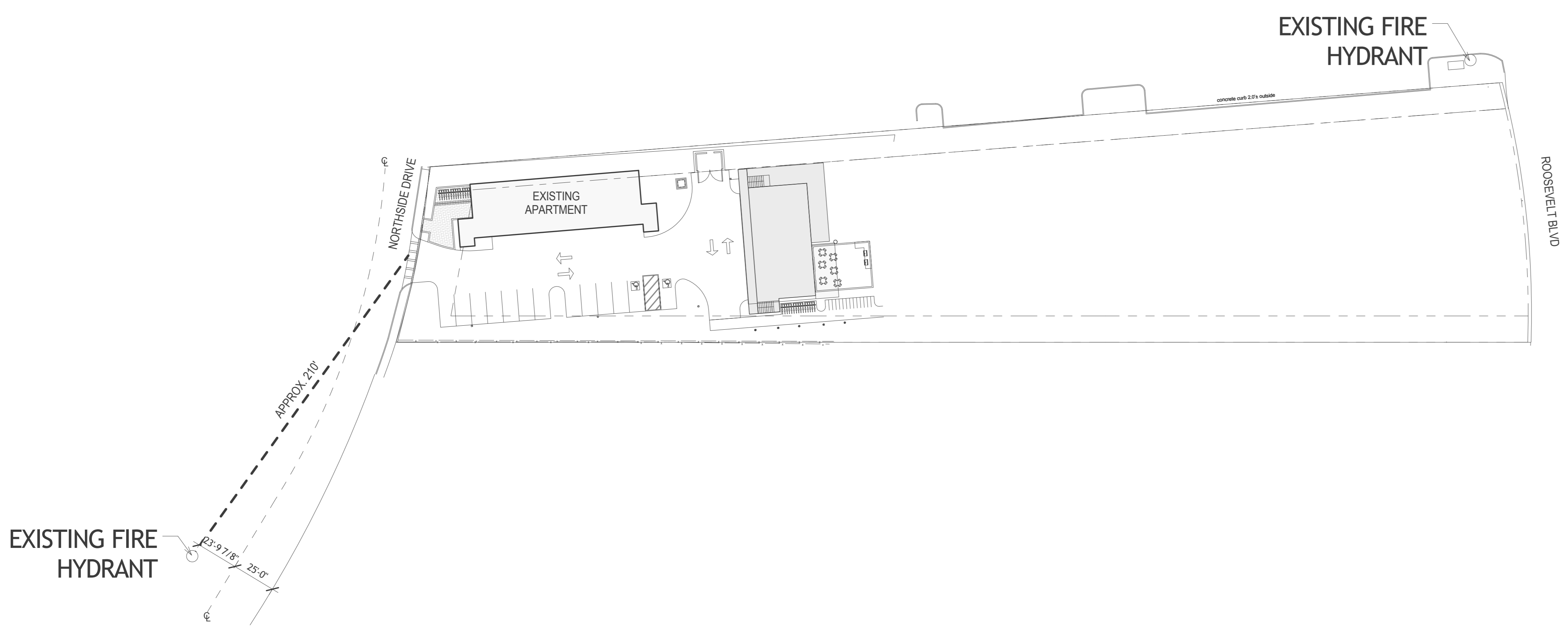
KEY WEST WORKFORCE HOUSING
 NORTH ROOSEVELT BLVD, KEY WEST, FL

SHEET TITLE
 ENLARGED ARCHITECTURAL SITE PLAN

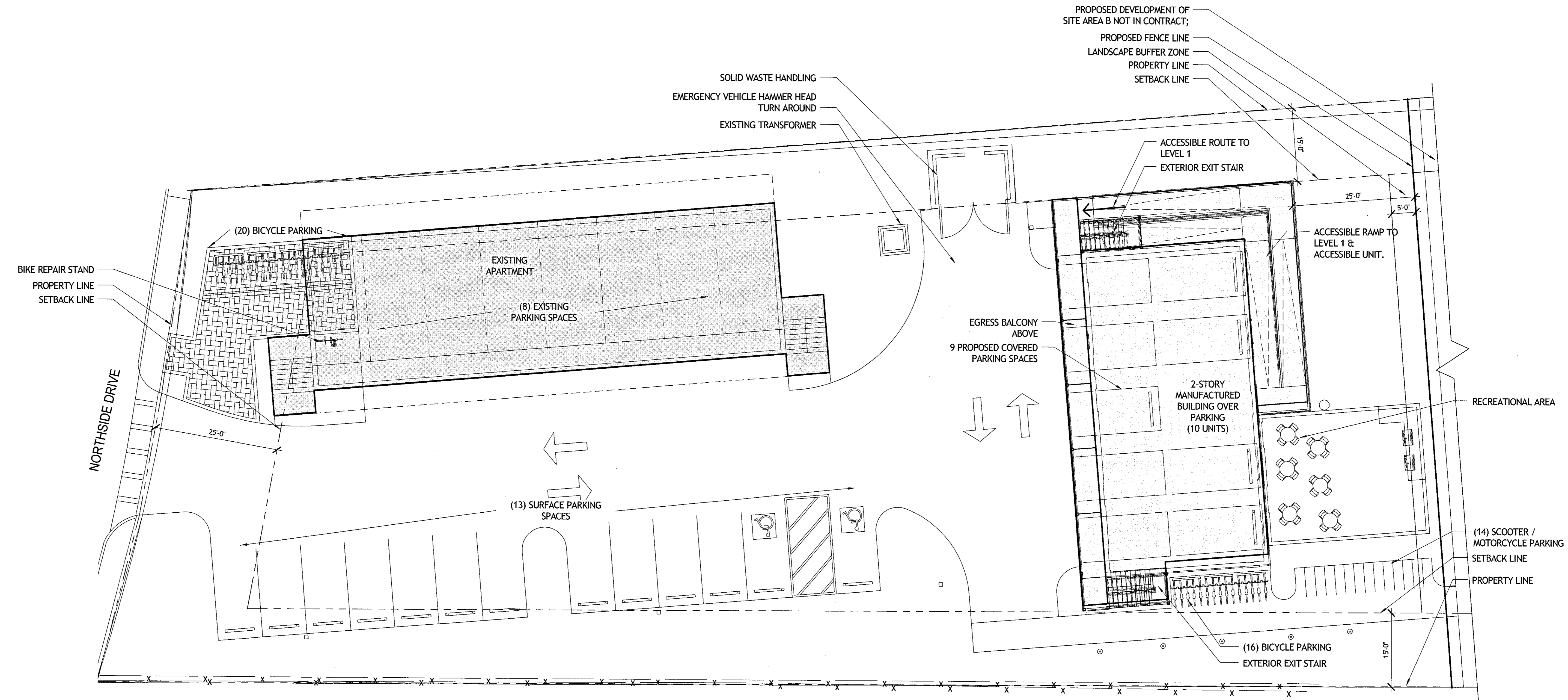
SHEET NUMBER

A0.02

4
 05/13/2016



NEAREST EXISTING FIRE HYDRANT LOCATIONS
 PLAN 2
 1" = 40'-0" A0.02



ENLARGED SITE PLAN A
 PLAN 1
 3/32" = 1'-0" A0.02

GENERAL NOTES:

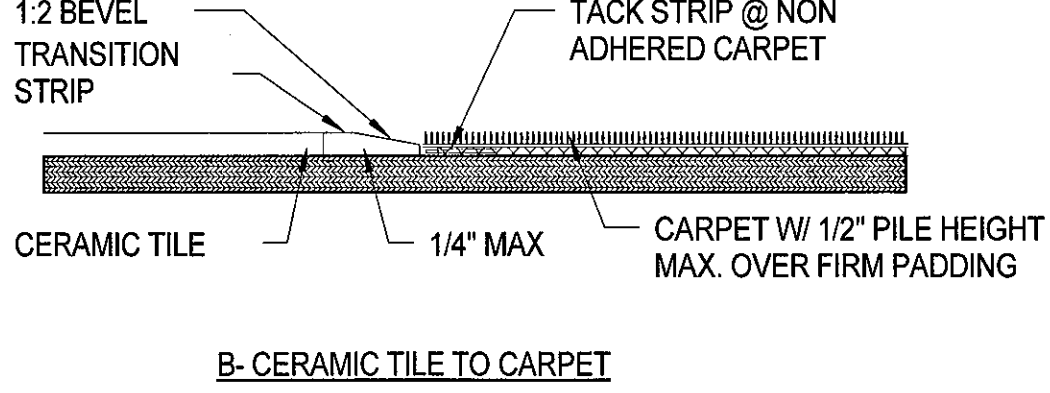
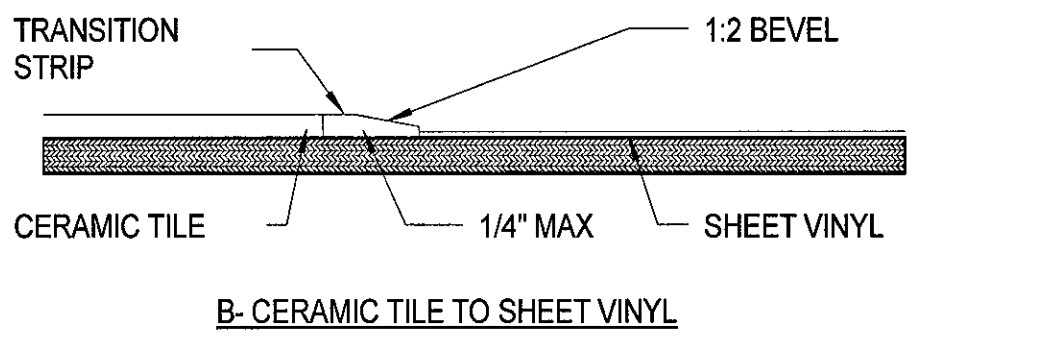
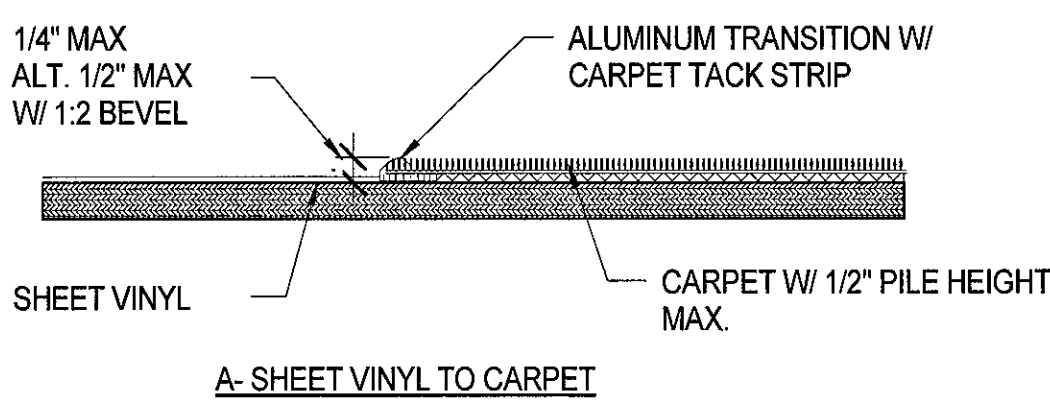
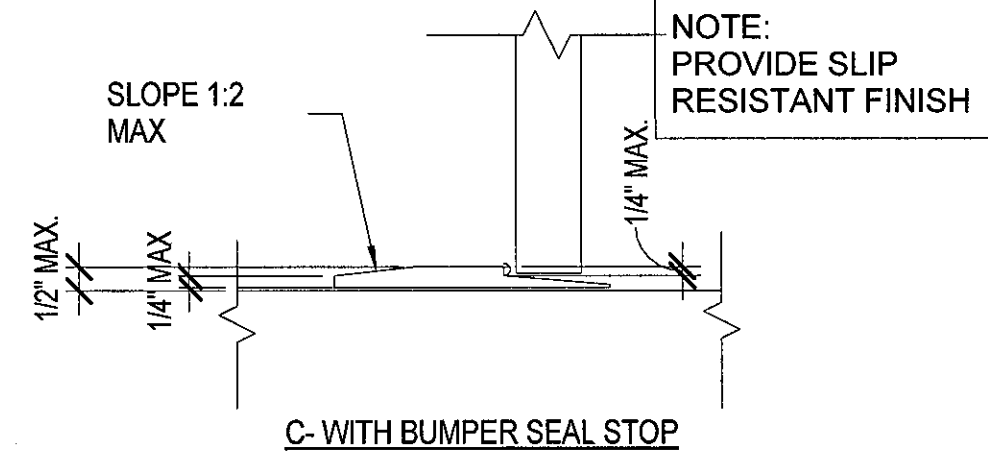
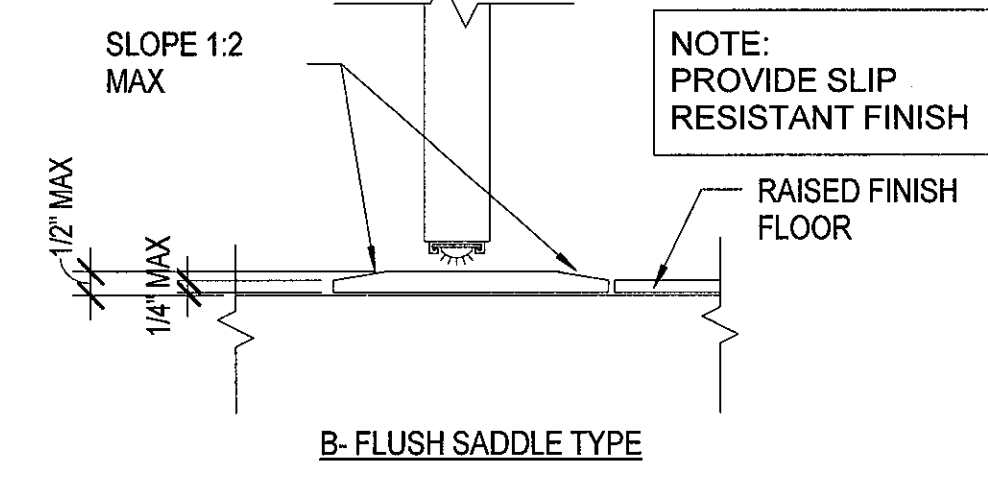
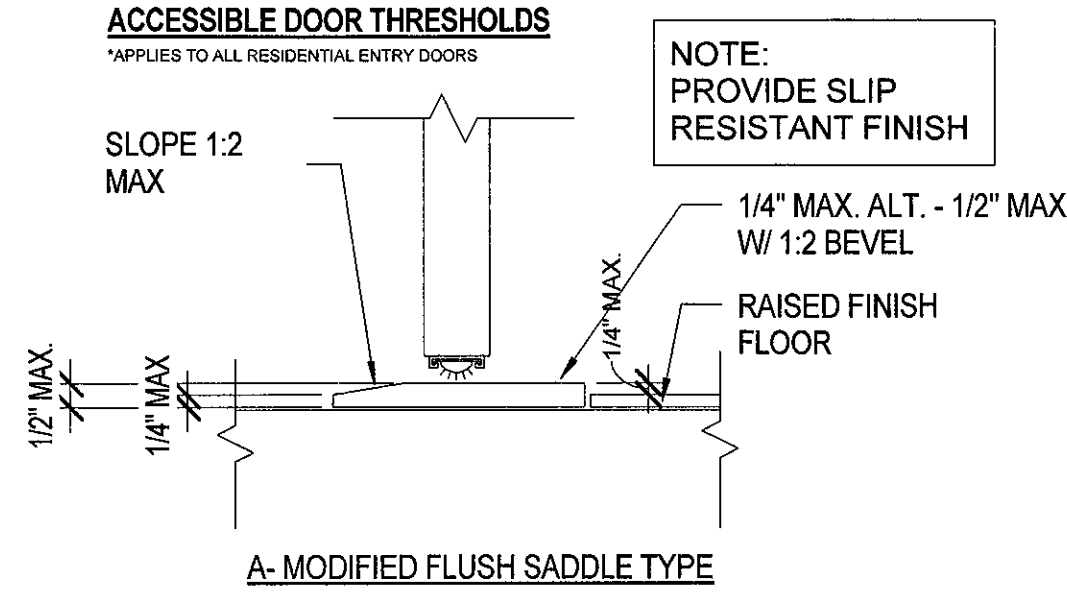
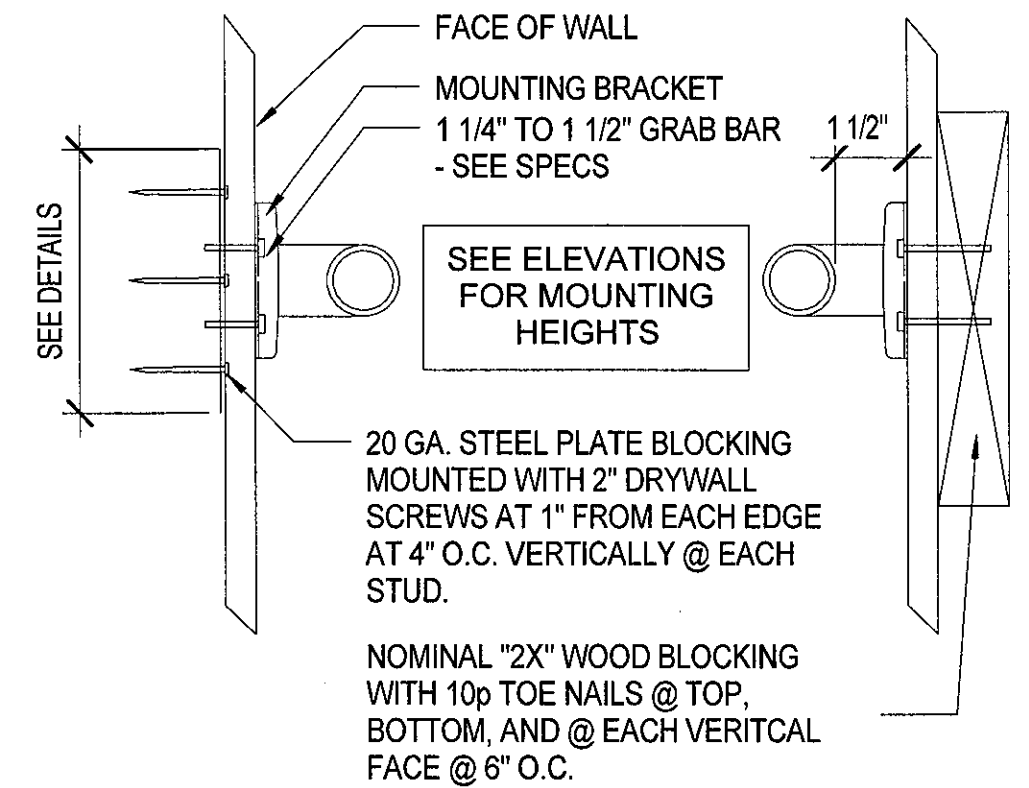
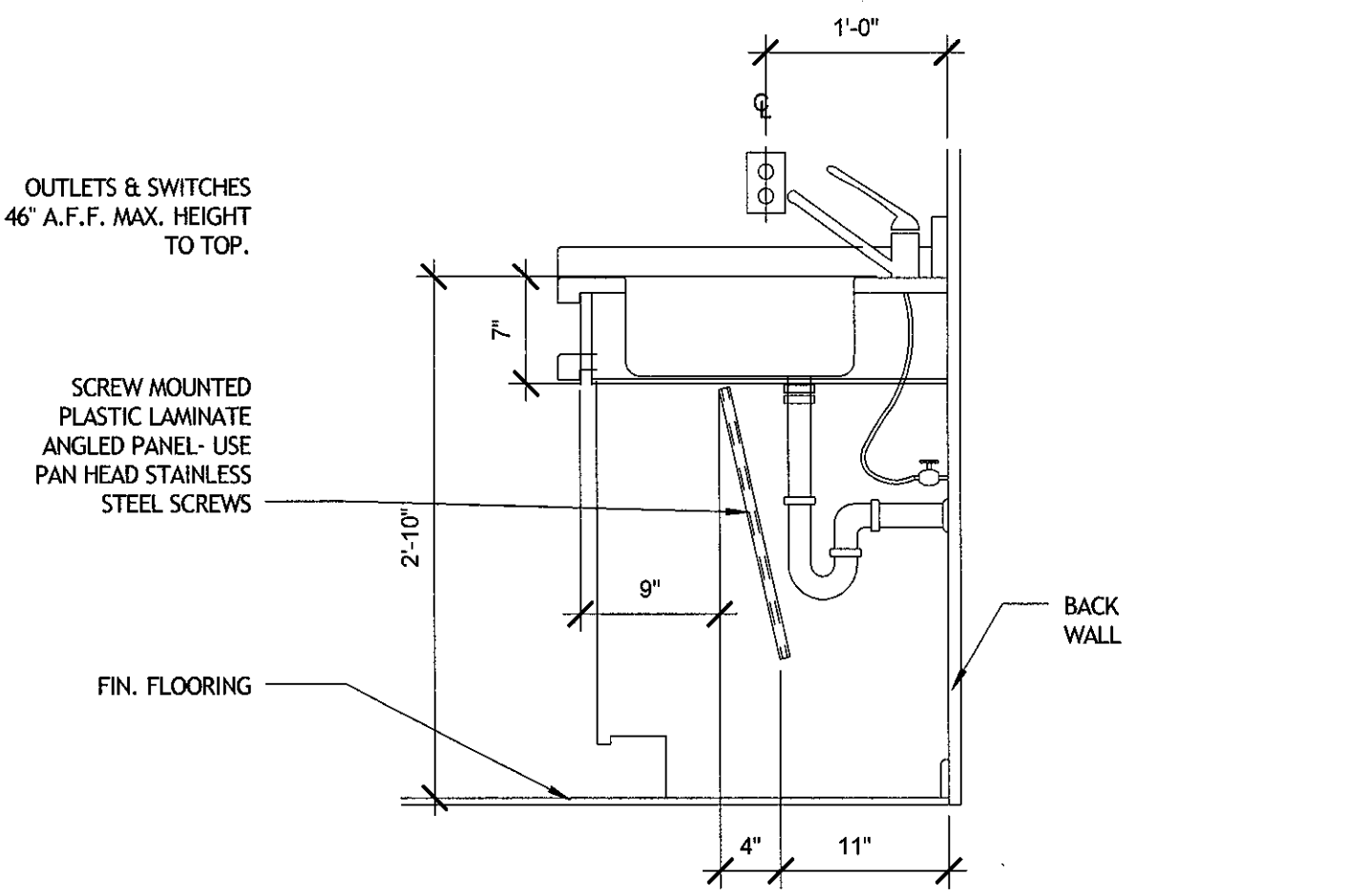
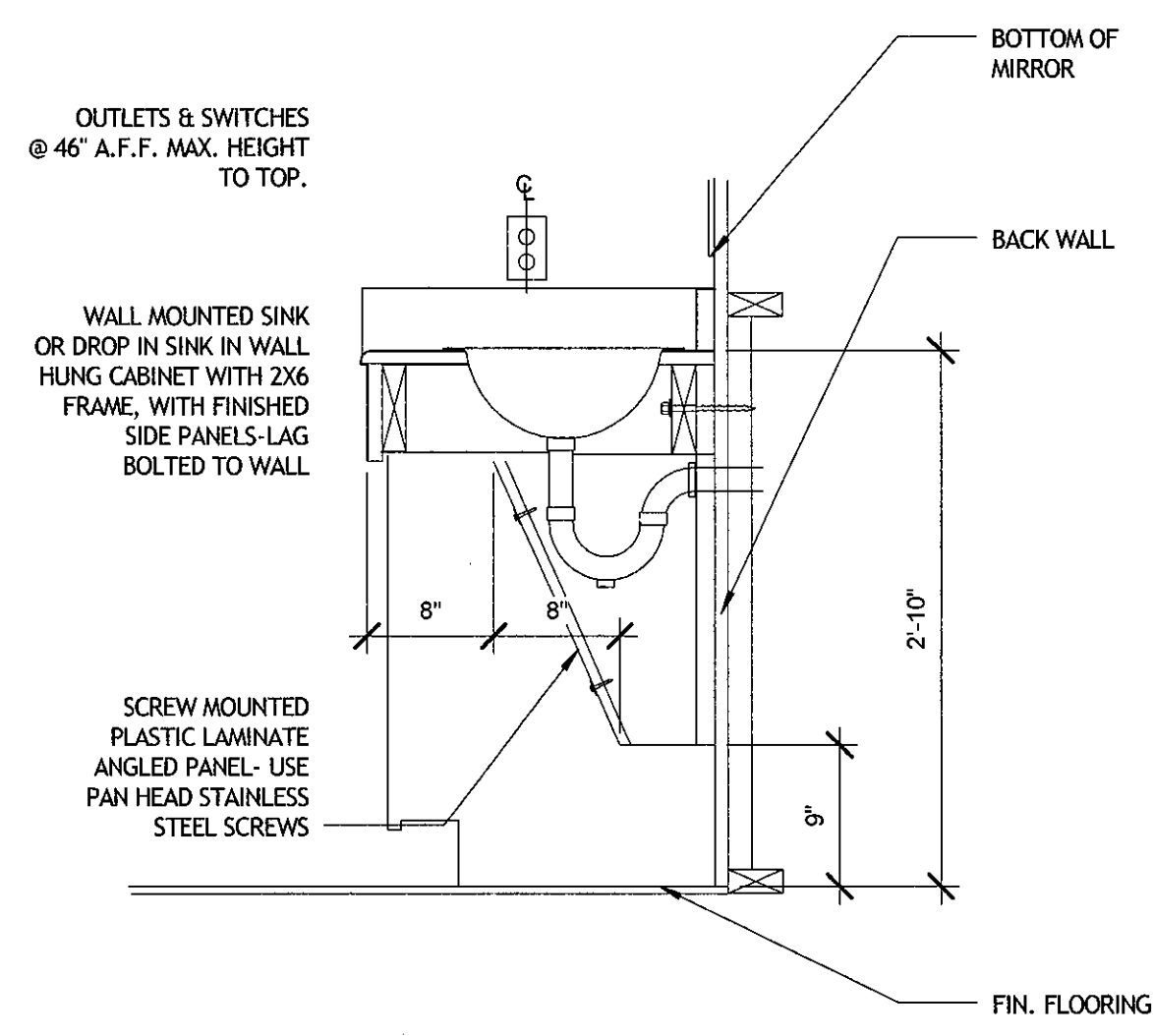
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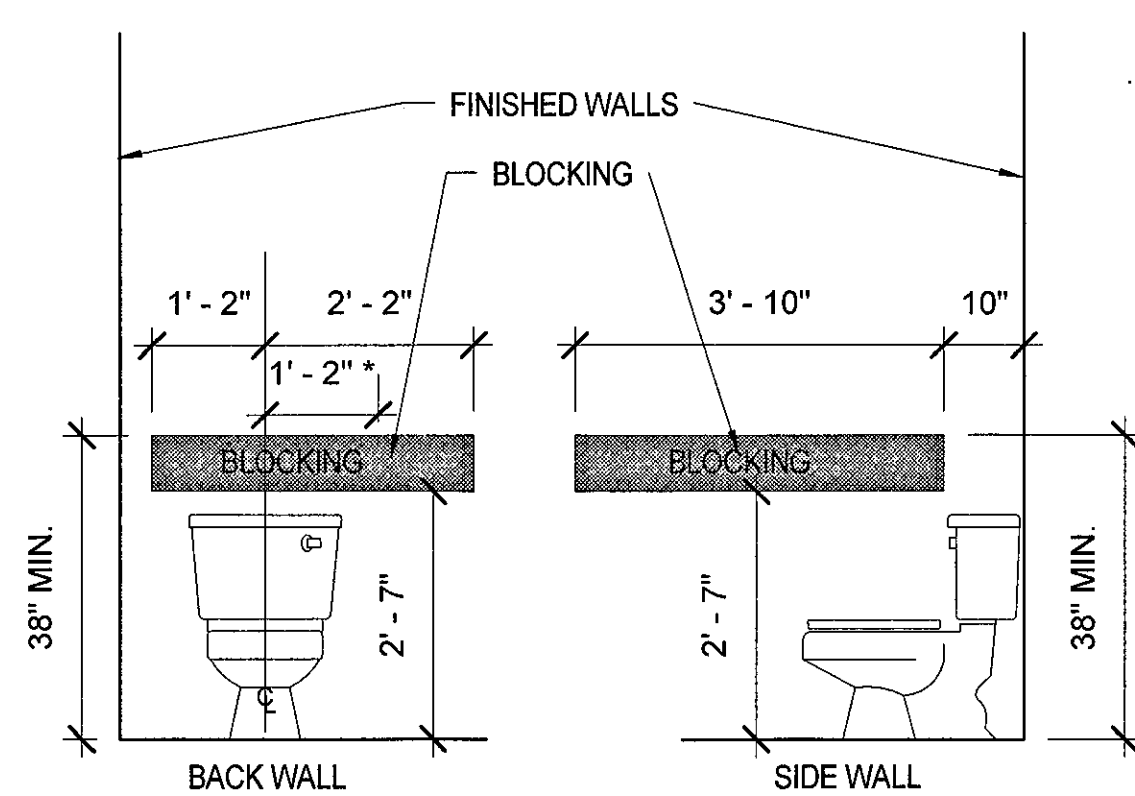
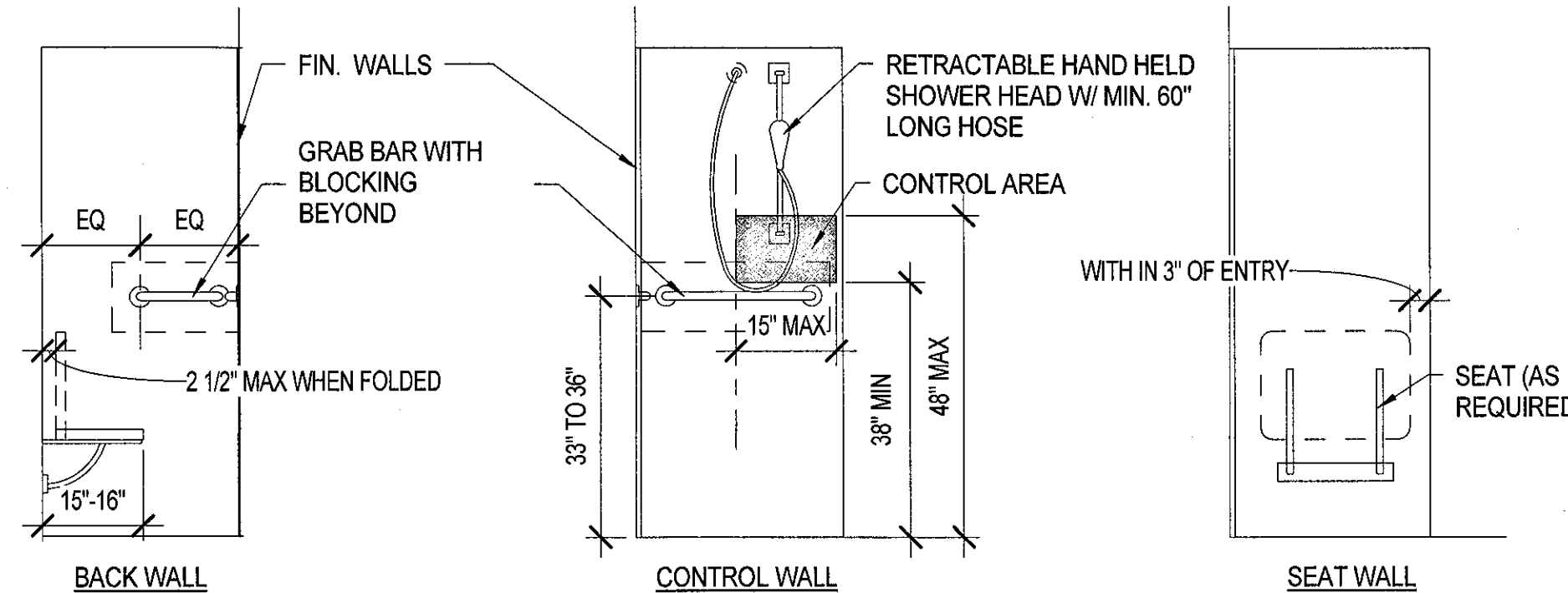
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RELEASED FOR CONSTRUCTION. ISSUED FOR SCOPE CONFIRMATION AND MANUFACTURED UNITS FABRICATOR

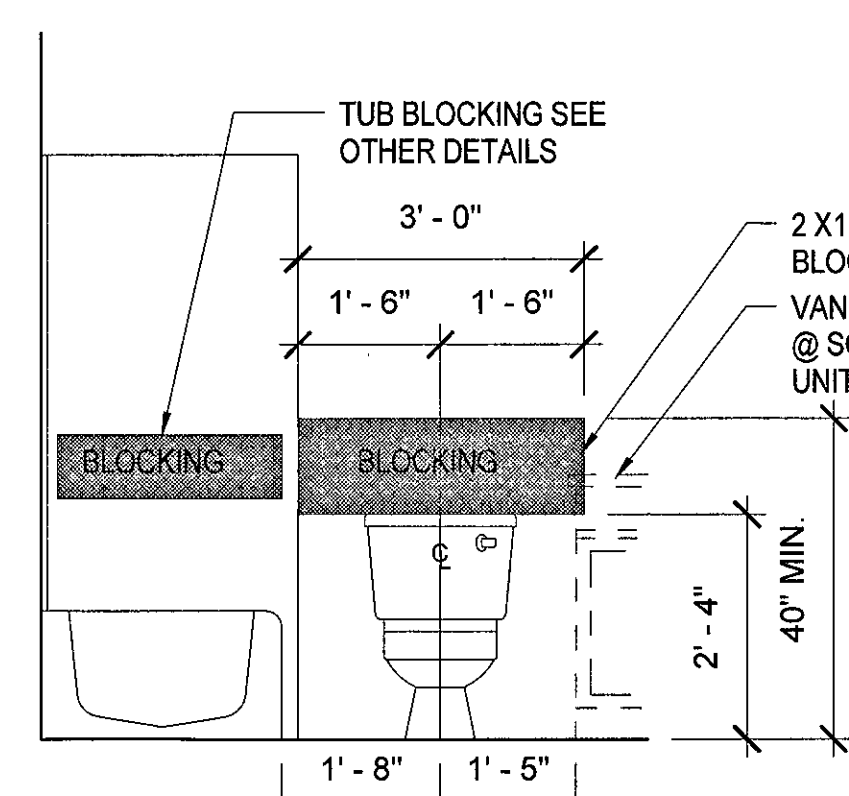
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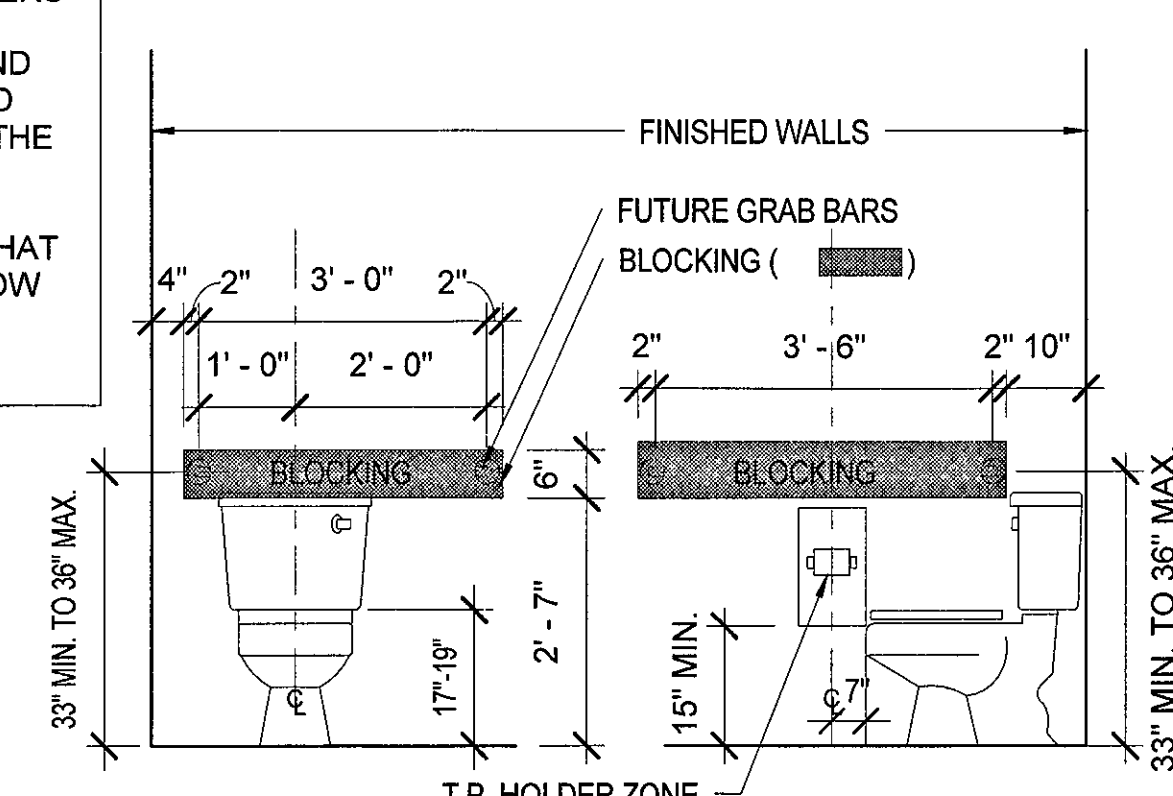
ACCESSIBLE TRANSFER-TYPE SHOWER



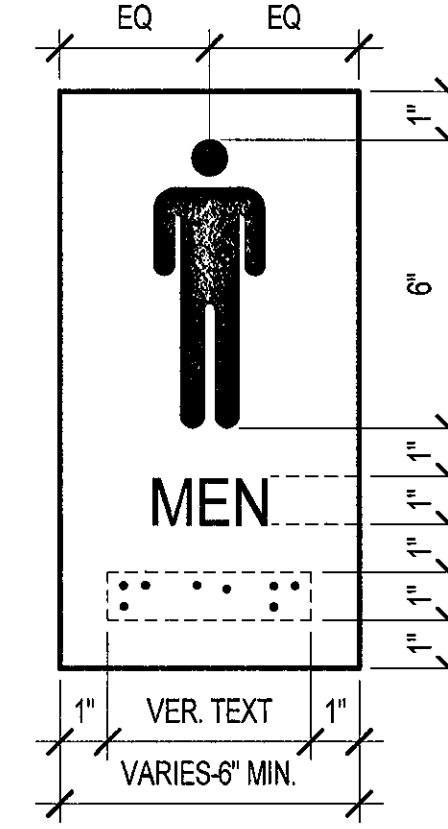
* WHERE WALL SPACE WILL NOT PERMIT A 36" GRAB BAR, A 24" GRAB BAR SHALL BE PROVIDED
TOILET BLOCKING TYPE 'B'- FHA



NOTE: DISPENSERS SHALL NOT BE LOCATED BEHIND GRAB BARS AND SHALL NOT BE THE TYPE THAT CONTROLS DELIVERY OR THAT DOES NOT ALLOW CONTINUOUS PAPER FLOW.



TOILET BARS AND BLOCKING ACCESSIBLE UNIT



APPLICABLE AT ALL PUBLIC AREAS, INCLUDING RESTROOMS, MAIL ROOMS, TRASH ROOMS, COMMON AREAS, ELEVATOR LOBBIES, PARKING DECKS, SALES/LEASING AREAS, OFFICES, HEALTH CLUB, AND EXITS

- LETTERS SHALL BE CAPITAL LETTERS ONLY AND SHALL DETERMINE OVERALL SIGN WIDTHS. SUBMIT DETAILED PACKAGE TO OWNER FOR APPROVAL
- LETTERS AND NUMERALS SHALL HAVE SHARPLY DEFINED EDGES AND ARE SANS SERIF
- LETTERS AND NUMBERS SHALL BE RAISED 1/32" FROM THE BACKGROUND ON WHICH THEY ARE MOUNTED
- ALL LETTERS, NUMBERS, CHARACTERS AND THE BACKGROUND SHALL BE A MATTE (PLAT) FINISH
- LETTERS AND NUMBERS SHALL BE LIGHT CHARACTERS ON A DARK BACKGROUND. THE COLORS TO BE CHOSEN BY THE OWNER
- MALL AND FEMALE CARICATURES SHALL BE PROVIDED AT TOILET ROOMS
- SIGNAGE SHALL BE ACCOMPANIED BY GRADE 2 BRAILLE
- SIGNAGE SHALL BE MOUNTED ON WALL, ON LATCH SIDE OF DOOR, 60" A.F.F.

"TYPE B" DWELLING UNITS AND FAIR HOUSING (FHA) REQUIREMENTS; THE FAIR HOUSING ACT (24-CFR-100.205 DESIGN AND CONSTRUCTION REQUIREMENTS) WITH THE FAIR HOUSING ACCESSIBILITY GUIDELINES (24 CFR, 100.205) AND ANSI A117.1 1986 AND 2014 FLORIDA BUILDING CODE: ACCESSIBILITY (5TH EDITION). 2010 ADA STANDARDS NOT APPLICABLE.

ALL UNITS SHALL BE FAIR HOUSING COMPLIANT WITH ADAPTABLE FEATURES. GENERAL CONDITIONS FOR CONSTRUCTION THE FOLLOWING ARE SPECIFIC CONSTRUCTION REQUIREMENTS WHICH ARE IN ADDITION TO OTHER REQUIREMENTS IN THE DOCUMENTS.

NOTIFY THE ARCHITECT IN THE EVENT OF ANY CONFLICTING PROVISIONS, OTHERWISE THE MORE STRINGENT PROVISIONS APPLY.

REQUIREMENT 1- ACCESSIBLE BUILDING ENTRANCE ON AN ACCESSIBLE ROUTE
-SEE SITE WORK DOCUMENTS FOR EXTERIOR WALKWAYS, PARKING REQUIREMENTS, ACCESSIBLE SITE ROUTES, AND DETAILS.
-SEE ARCHITECTURAL PLANS FOR BUILDING DESIGNS.
-NOTIFY ARCHITECT AND SITE DESIGNERS OF ANY CONFLICTS.
-SPECIFIC REQUIREMENTS INCLUDE:
-WALKWAYS THAT EXCEED 5% SLOPE REQUIRE HANDRAILS
-WALKWAY AND RAMP SLOPE MUST BE 2% OR LESS
-ANSI A117.1 PROVISIONS APPLY TO ENTRY DOORS.
-ALL ROUTES TO "COVERED DWELLING UNITS" MUST COMPLY.
-SPECIFIC EXCEPTIONS INCLUDE: NONE.

REQUIREMENT 2- ACCESSIBLE AND USABLE PUBLIC AND COMMON USE AREAS
-SEE ARCHITECTURAL, ENGINEERING, CIVIL AND LANDSCAPE DOCUMENTS FOR ADDITIONAL DETAILED REQUIREMENTS.
-COVERED AREAS INCLUDE SITE ACCESS ROUTES, PARKING & LOADING AREAS, ALL COMMON AMENITY AREAS & FACILITIES, AND COMMON AREAS ON "ACCESSIBLE LEVELS" OF ALL DWELLING UNIT BUILDINGS.
-CONTRACTOR ALTERNATES, SUBSTITUTIONS, AND INSTALLATION METHODS SHALL COMPLY WITH THE APPLICABLE PROVISIONS OF ADA 2010 EDITION UNLESS OTHERWISE NOTED OR APPROVED BY APPROPRIATE DESIGN PROFESSIONAL. SPECIFIC CONSTRUCTION CRITERIA INCLUDE THE FOLLOWING:
-SEE REQ. 3: USABLE DOORS
-ALL ACCESSIBLE ROUTES TO HAVE PAVED SURFACES WITH MATERIAL TRANSITIONS THAT COMPLY WITH ONE OF THE FOLLOWING VERTICAL TRANSITION CRITERIA:
-MAXIMUM VERTICAL LEVEL CHANGE IS 1/4" OR LESS.
-LEVEL CHANGES BETWEEN 1/4" TO 1/2" ARE TAPERED AT 1:2, OR
-LEVEL CHANGES BETWEEN 1/2" TO 3" ARE TAPERED AT 1:12.
-PROVIDE CANE DETECTION DEVICES BELOW ALL ITEMS THAT EXTEND MORE THAN 4" INTO THE PATH OF TRAVEL AND ARE BETWEEN 26" TO 80" ABOVE A WALKING SURFACE.
-SEE REQ. 5: LIGHT SWITCHES, ELEC. OUTLETS, THERMOSTATS, ETC...
-PUBLIC AREA TOILETS & ROOMS SHALL HAVE ALL ACCESSORIES MOUNTED AND INSTALLED IN ACCESSIBLE LOCATIONS AS FOLLOWS:
-DRINKING FOUNTAINS: WATER SPOUT AT 36" AFF MAX.
-WATER CLOSETS: SEAT HEIGHTS: 17" TO 19" AFF.
-FLUSH VALVE: OPEN SIDE OF TOILET
-TOILET PAPER HOLDER: 19" AFF MIN. & 36" MAX. FROM REAR WALL AND LOCATED ON NARROW (18") SIDE OF SPACE.
-SANITARY NAPKIN RECEPTORS: SAME AS T.P. HOLDERS.
-GRAB BARS: CENTERED 34" AFF UNLESS NOTED OTHERWISE.
-URINALS: RIM 15" TO 17" AFF W/ FLUSH VALVE AT 48" AFF MAX.
-LAVATORIES: 34" AFF MAX. SEE DETAILS FOR KNEE SPACE.
-MIRRORS: 40" AFF MAX. TO REFLECTING SURFACE.
-SOAP AND TOWEL DISPENSERS: 48" AFF MAX.
-WALL MOUNTED VENDING: ALL USABLE PARTS 48" AFF MAX.

REQUIREMENT 3- USABLE DOORS
-SEE ARCHITECTURAL SCHEDULES, DETAILS AND SPECIFICATIONS FOR DOOR TYPE AND DETAILS SHOWN IN PLANS.
ACCESSIBLE DOORS- DOORS IN PUBLIC AND COMMON AREAS
-ALL DOORS SHALL BE LOCATED AS DIMENSIONED IN PLANS OR LOCATED WITH HINGE SIDE AT 4" OFF SIDE WALL WHERE SHOWN IN AN OFF SET LOCATION UNLESS OTHERWISE APPROVED.
-ALL HARDWARE AND CLOSERS SHALL BE INSTALLED TO PERMIT DOOR TO SWING A MINIMUM OF 90 DEG. OR MORE AS SHOWN IN PLAN.
-DOOR CLOSERS - DOOR CLOSERS SHALL BE ADJUSTED SO THAT: -FROM AN OPEN POSITION OF 90 DEGREES, THE TIME REQUIRED TO MOVE THE DOOR TO AN OPEN POSITION OF 12 DEGREES SHALL BE 5 SECONDS MINIMUM.
-THE REQUIRED FORCE FOR PUSHING OPEN OR PULLING OPEN THE DOOR SHALL BE 5.0 LBS. UNLESS OTHERWISE REQUIRED BY APPLICABLE PROVISIONS FOR FIRE RATED AND EXIT DOORS.
-NO ALTERNATE OR EXCEPTION WILL BE PERMITTED OR APPROVED FOR THE LEVER HARDWARE AND DEVICES SPECIFIED UNLESS THE ALTERNATES ARE EQUALLY RATED AS "ACCESSIBLE".
-THRESHOLD SHALL BE LOW PROFILE SADDLE TYPE THRESHOLDS BY NATIONAL GUARD #426 AT EXTERIOR DOORS AND N.G. #613 AT INTERIOR DOORS UNLESS OTHERWISE SPECIFIED.
-THRESHOLD SHALL BE INSTALLED AND ADJUSTED TO PROVIDE A MAXIMUM LEVEL CHANGE OF 1/4" AT EACH SIDE OF THE DOOR.
-MAXIMUM VARIATION IN "LEVEL" FLOOR SPACE AT EACH SIDE OF THE DOORS SHALL BE 1/8" /FOOT OR 1%.

ACCESSIBLE DOORS- DOORS IN DWELLING UNITS
-SEE REQUIREMENT 4 FOR DWELLING UNIT DOOR PROVISIONS.

REQUIREMENT 4- ACCESSIBLE ROUTE INTO AND THROUGH COVERED UNITS
-THE PROVISIONS OF REQUIREMENT 4 APPLY TO ALL "COVERED DWELLING UNITS." SEE REQUIREMENT 1 FOR ENTRANCES.
-SEE ARCHITECTURAL PLANS AND SPECIFICATIONS FOR DETAILS, DIMENSIONS AND LAYOUT OF INDIVIDUAL UNITS.
-PROVIDE INTERIOR FLOORING TRANSITION ACCESSORIES AND TRIM THAT COMPLY WITH ONE OF THE FOLLOWING:
-MAXIMUM VERTICAL LEVEL CHANGE IS 1/4" OR LESS.
-LEVEL CHANGES BETWEEN 1/4" TO 1/2" ARE TAPERED AT 1:2, OR
-LEVEL CHANGES BETWEEN 1/2" TO 1 1/2" ARE TAPERED AT 1:12.

ACCESSIBLE ROUTES WITHIN DWELLING UNITS:
-REDUCTIONS IN THE DIMENSIONS OF THE HALLS, CORRIDORS, DOORS, DOORWAYS OR ANY OTHER COMPONENT OF AN ACCESSIBLE ROUTE FOR ANY REASON IS PROHIBITED.
-MINIMUM CLEAR WIDTH DEFINED IN THE GUIDELINES ARE:
-CORRIDORS = 36" CLEAR
-DOORWAYS AND PASSAGE WAYS LESS THAN 24" DEEP= 32"

REQUIREMENT 5- LIGHT SWITCHES, ELEC. OUTLETS, THERMOSTATS, AND OTHER CONTROLS
-CONTROLS COVERED BY THE FAIR HOUSING ACT GUIDELINES
-LIGHT SWITCHES FOR CONTROLLING ALL ROOM LIGHTS
-CONVENIENCE ELECTRICAL OUTLETS
-ENVIRONMENTAL CONTROLS SUCH AS THERMOSTATS, AND CONTROLS FOR OTHER HEATING, AIR-CONDITIONING, AND VENTILATION SYSTEMS (INCLUDING CEILING FANS).
CONTROLS NOT COVERED BY THE FAIR HOUSING ACT GUIDELINES
-CIRCUIT BREAKERS
-APPLIANCE CONTROLS (WHEN BUILT INTO OR LOCATED ON THE APPLIANCE)
-OUTLETS DEDICATED TO SPECIFIC APPLIANCES
MOUNTING HEIGHTS
-ALL OPERABLE PARTS OF CONTROLS AND OUTLETS MUST BE WITHIN THE FOLLOWING SPECIFIED RANGES MEASURED TO ALL USABLE OR OPERABLE PORTIONS OF THE DEVICE:
-LIGHT SWITCHES ABOVE FINISH FLOOR (AFF):
-UNOBSTRUCTED WALLS= 48" AFF MAXIMUM (MAX.)
-OVER COUNTER TOPS= 44" AFF MAX. & 12" MIN. FROM CORNERS
-ELECTRICAL OUTLETS AFF:
-UNOBSTRUCTED WALLS= 15" AFF MINIMUM (MIN.)
-OVER COUNTER TOPS= 44" AFF MAX. & 12" MIN. FROM CORNERS
-THERMOSTATS= 48" AFF MAXIMUM
-CEILING FANS= WALL SWITCH OR PULL CORD AT 48" AFF MAX.
-FIRE ALARM PULL STATIONS= SAME AS LIGHT SWITCHES.

REINFORCED WALLS FOR GRAB BARS
REINFORCING REQUIREMENTS - TYPE 'B'
REINFORCING SHALL BE INSTALLED IN ALL BATHROOMS IN ALL COVERED UNITS & AT ALL FIXTURES UNLESS NOTED OTHERWISE IN THE UNIT PLANS.
LOCATION OF REINFORCING FOR GRAB BARS
-SEE DETAILS ON THIS SHEET FOR THE TYPE 'B' (FHA) BLOCKING FOR THE LOCATION OF BATHROOMS, SHOWERS, AND TOILETS. SEE UNIT PLANS FOR THE LOCATION OF THE FIXTURES TO DETERMINE THE TYPE OF BLOCKING REQUIRED, (IE. TOILETS IN A CORNER OR BESIDE A TUB).
-ALL BLOCKING TO START AND STOP AT WALL FRAMING BEYOND AREAS SHOWN IN DIMENSIONED ELEVATIONS AND DETAILS.

STRUCTURAL STRENGTH
ALTERNATE BLOCK OR MOUNTING DEVICES MUST BE STRUCTURALLY EQUAL TO, OR GREATER THAN DESIGNED BLOCKING THAT CAN RESIST A VERTICAL OR HORIZONTAL FORCE OF 250 LB/F (1112N) APPLIED AT ANY POINT ON A GRAB BAR MOUNTED AT EACH END.
MOLDED TUB FIXTURES AND SUBROUNDS
BLOCKING MUST BE INSTALLED IN THE CAVITIES AND WALLS WHERE PRE-MANUFACTURED TUBS AND SUBROUNDS DO NOT PROVIDE AND DOCUMENT THE STRUCTURAL STRENGTH LISTED ABOVE FOR "STRUCTURAL STRENGTH".
FUTURE GRAB BARS NOT INSTALLED DURING INITIAL CONSTRUCTION
ALLOWABLE STRESSES IN BENDING SHEAR AND TENSION SHALL BE EQUAL TO OR GREATER THAN DESIGNED GRAB BARS THAT CAN RESIST A VERTICAL OR HORIZONTAL FORCE OF 250 LB/F (1112N) APPLIED AT ANY POINT ON A GRAB BAR MOUNTED AT EACH END.

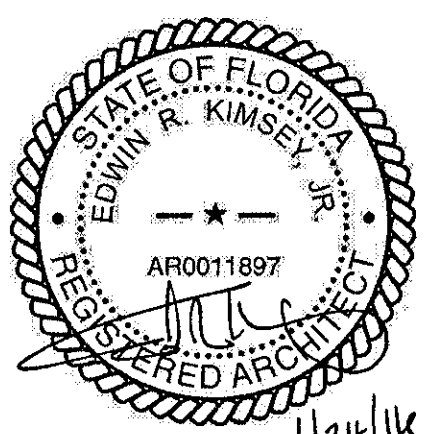
REQUIREMENT 7- USABLE KITCHENS AND BATHROOMS
CLEAR FLOOR SPACE REQUIREMENTS
-ALTERATIONS TO DIMENSIONS OR LAYOUTS SHOWN IN THE PLANS FOR THE KITCHENS AND BATHROOMS OR THE SIZE AND LOCATIONS OF THE FIXTURES AND APPLIANCES ARE NOT ALLOWED WITHOUT APPROVAL.
MINIMUM CLEAR WIDTHS AND AREAS WHICH MUST BE MAINTAINED INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:
KITCHENS
-36" CLEAR PASSAGE WAY INTO THE KITCHEN
-30"x48" CLEAR FLOOR SPACE AT FIXTURES AND APPLIANCES
-40" CLEAR BETWEEN ALL OPPOSING CABINETS, COUNTERTOPS, WALLS, AND APPLIANCES
-40" CLEAR TURNING DISTANCE IN "U" SHAPED KITCHENS.
BATHROOMS
-30"x48" CLEAR FLOOR SPACE OUTSIDE THE DOOR SWING.
-30"x48" CLEAR FLOOR SPACE AT SINKS AND LAVATORIES
-CENTER LINE LOCATIONS OF TOILETS AND LAVATORIES
-TOILET CENTER LINE DIMENSIONS OF 18" AND 15" (OR AS NOTED).
-LAVATORY CENTER LINE DIMENSIONS OF 15" & 24" (OR AS NOTED).
SEE PLANS FOR DESIGNATIONS OF UNIT AND BATHROOM TYPES.

233.3.1.1 Residential Dwelling Units with Mobility Features.
In facilities with residential dwelling units, at least 5 percent, but no fewer than one unit, of the total number of residential dwelling units shall provide mobility features complying with 809.2 through 809.4 and shall be on an accessible route as required by 206.

233.3.1.2 Residential Dwelling Units with Communication Features.
In facilities with residential dwelling units, at least 2 percent, but no fewer than one unit, of the total number of residential dwelling units shall provide communication features complying with 809.5.

201.1 FLORIDA ACCESSIBILITY GUIDELINES
WHERE THE ADA STANDARDS DO NOT REQUIRE AN ACCESSIBLE ROUTE TO EACH LIV. THE FLORIDA REQUIREMENT MAY BE HIAVED DOWN TO THE REQUIREMENTS OF THE ADA STANDARDS. MULTISTORY BUILDINGS REQUIRE VERTICAL ACCESSIBILITY REQUIREMENT FOR RESIDENTIAL FACILITIES: ACCESSIBLE ROUTE REQUIRED TO CONNECT LEVELS WHERE UNITS WITH MOBILITY FEATURES AND PUBLIC USE AREAS (ADA 206.2.3 EXCEPTION 4).
ACCESSIBLE UNIT TYPE A PROVIDED ON BUILDING LEVEL 01. ACCESSIBLE ROUTE PROVIDED BY EGRESS EXIT BALCONY AND EGRESS RAMP. LEVEL 02 UNITS BY TWO EXTERIOR EXIT STAIRS.

THIS PROJECT IS COVERED BY THE FAIR HOUSING ACT POST CONSTRUCTION PROVISIONS 24 CFR, 100.203- "REASONABLE MODIFICATIONS"



PROJECT #: 116003
DRAWN BY: SX, TW
CHECKED BY: AR

NILES BOLTON ASSOCIATES

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FL LICENSE # AA-0002774

No.	Description	Date
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2	DESIGN DEVELOPMENT	02/27/16
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4	DRC SET	06/16/16

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KEY WEST WORKFORCE HOUSING
NORTH ROOSEVELT BLVD, KEY WEST, FL

SHEET TITLE
UNIT FHA & ACCESSIBILITY DETAILS

SHEET NUMBER

A5.00

4
05/13/2016

RELEASED FOR CONSTRUCTION. ISSUED FOR SCOPE CONFIRMATION AND MANUFACTURED UNITS FABRICATOR



THE CITY OF KEY WEST
Tree Commission
Post Office Box 1409 Key West, FL 33041-1409
Telephone: 305-809-3764

July 13, 2016

SB Key West Owner VII, LP
3953 Maple Avenue Ste 300
Dallas, TX 75219


To Whom It May Concern:

The City of Key West Tree Commission recently considered your permit application, T16-8027 for Final Landscape Plan Approval With Tree Removal for property located at 1185 20th Street at their regularly scheduled meeting on July 12, 2016.

The Tree Commission **Approved** the **Final Landscape Plan with Tree Removal** for the above mentioned property. The approval includes the removal of (1) Gumbo Limbo tree to be replaced with 12.1 caliper inches of FL#1 native dicot trees to be planted on-site. **The permit to actually remove the tree will not be issued until demolition and/or building permits have been issued for the project.**

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

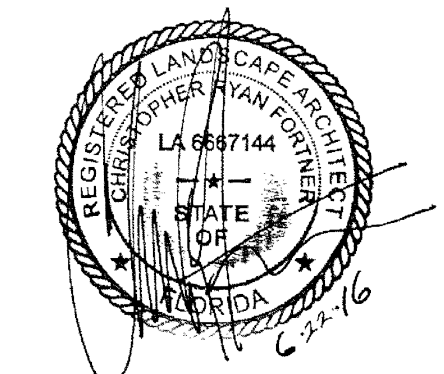
Sincerely,


David Jackson
Chairman, Tree Commission


Karen DeMaria
Urban Forestry Program Manager
City of Key West
3140 Flagler Avenue
Key West, FL 33040
Office: 305/809-3768
Fax: 305/809-3978
kdemaria@cityofkeywest-fl.gov

ec: Greg Oropeza, Smith Oropeza Hawks

Key to the Caribbean – average yearly temperature 77 ° Fahrenheit.



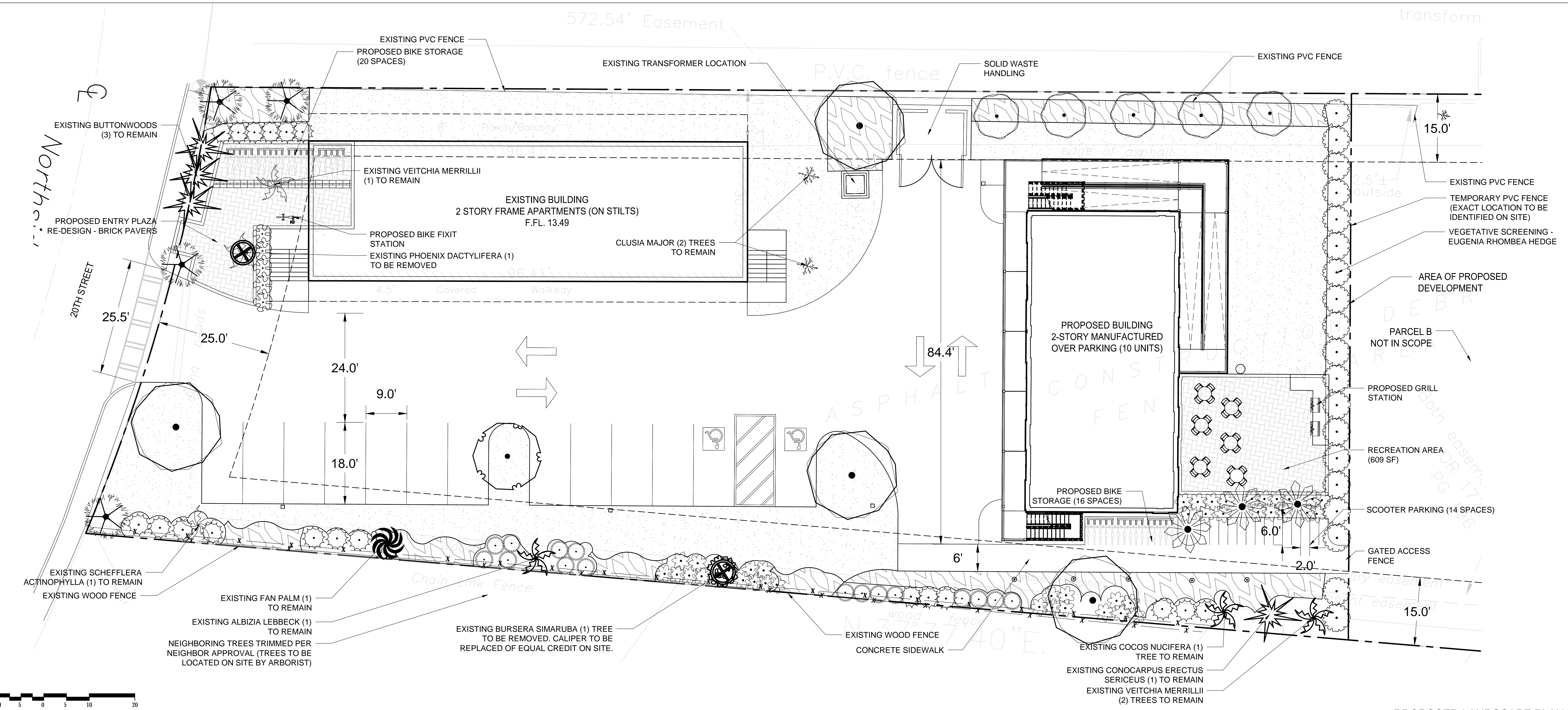
FL LICENSE # LA 6667144
 PROJECT #: 116003
 DRAWN BY: CL
 CHECKED BY: CRF

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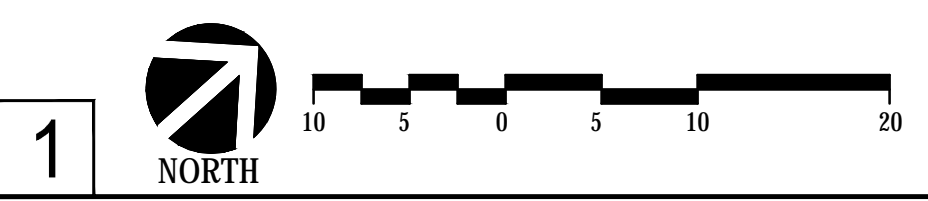
No.	Description	Date
1	DRC SET	05/16/16

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PROPOSED LANDSCAPE PLAN

SCALE: 1" = 10'-0"



MINIMUM LANDSCAPE AREA:

TOTAL PAVED AREA: 13,747.42 SF
 REQUIRED LANDSCAPE AREA: 5,751.36 SF
 (20% OF BUILDING SITE AREA)
 PROPOSED LANDSCAPE AREA: 6,865.43 SF

MINIMUM NATIVE PLANTS: 70% SHOWN: +/- 92%

MINIMUM STANDARDS FOR LANDSCAPING ALONG RIGHT-OF-WAY:

AREA OF SITE: 0.5 TO < 1 ACRE: (0.6 ACRES / 28,756 SF)
 WIDTH OF REQUIRED LANDSCAPING: 20' LINEAR FEET
 NUMBER OF PLANT UNITS REQUIRED PER 100 LF OF PROPERTY LINE OR ROW: 80 UNITS

UNIT MEASUREMENT:	NUMBER OF PLANT UNITS	SHOWN
TYPE OF PLANT MATERIAL		
ONE CANOPY SHADE TREE	10	1 (10 UNITS)
ONE EVERGREEN OR ORNAMENTAL TREE	3	4 (12 UNITS)
ONE SHRUB	1	34 (34 UNITS)
		TOTAL: 56 UNITS

REQUIRED UNITS: 80
 SHOWN UNITS: 56

*LIMITS OF EXISTING BUILDING AND PAVING RESTRICT PLANTING AREA

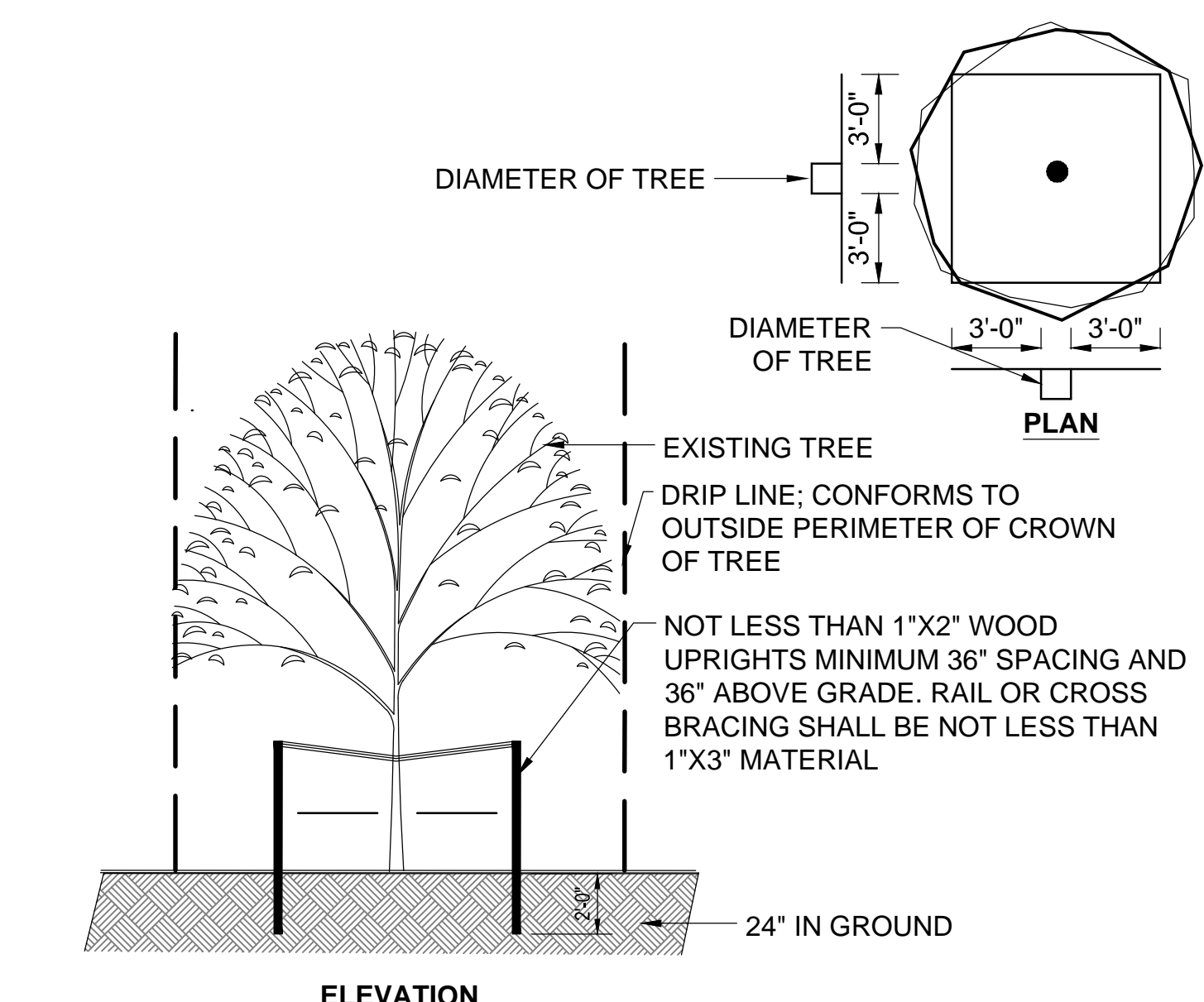
NOTES:

- ALL EXISTING VEGETATION TO BE VERIFIED AND LOCATED ON SITE. LANDSCAPE ARCHITECT SHALL BE NOTIFIED OF ANY DISCREPANCIES.
- THE MINIMUM AREA OF A BUILDING SITE WHICH SHALL BE LANDSCAPED WITH TREES, INCLUDING CANOPY TREES, SHRUBS, AND GROUND COVER, AND OTHER LANDSCAPING SHALL BE A MINIMUM OF 20% OF THE BUILDING SITE AREA.
- 70% OF THE MINIMUM REQUIRED LANDSCAPING ARE NATIVE PLANT SPECIES.
- ALL REQUIRED LANDSCAPING SHALL BE MAINTAINED FREE OF DEBRIS AND FREE OF TREE ABUSE. WHERE NEWLY INSTALLED PLANTS DO NOT SURVIVE, THEY SHALL BE REPLACED NO LATER THAN 30 DAYS FROM THE TIME THE PRIOR TREE EXPIRED.
- ALL LANDSCAPING, PARTICULARLY TREES SHALL BE IRRIGATED REGULARLY ACCORDING TO A MAINTENANCE PLAN UNTIL THE PLANTS ARE ESTABLISHED AND SELF-SUSTAINING. THE MAINTENANCE PROGRAM SHALL REMAIN IN PLACE FOR AT LEAST 1 YEAR FROM THE TIME OF INSTALLATION. STREET TREES SHALL BE HAND WATERED OR SHALL UTILIZE GATOR BAGS.
- ALL LANDSCAPING TO BE 100% IRRIGATED BY CISTERN COLLECTION. LAYOUT TO BE DESIGNED IN THE FIELD BASED ON CONCEPTUAL IRRIGATION LAYOUT.
- GROUND COVER SHALL BE PROVIDED IN ORDER TO PROTECT EROSION. GROUND COVER CAN CONSIST OF SHRUBS.
- ALL TREES SHALL BE A MINIMUM OF 12 FEET IN HEIGHT WITH A MINIMUM OF 6 FEET OF CLEAR TRUNK SPACE IMMEDIATELY AFTER PLANTING.
- SHRUBS PLANTED FOR REQUIRED HEDGES SHALL HAVE MINIMUM HEIGHTS IMMEDIATELY AFTER PLANTING AS FOLLOWS: 2 FEET FOR 3 FOOT HIGH HEDGES, 2.5 FEET FOR 4 FOOT HIGH HEDGES, AND 3 FEET FOR 5 FOOT HIGH HEDGES. HEDGES SHALL REACH THE REQUIRED HEIGHT AND FORM A SOLID AND UNBROKEN VISUAL SCREEN WITHIN ONE YEAR AFTER PLANTING.
- ALL PLANT MATERIALS SHALL BE OF A SPECIES ADAPTIVE TO THE FLORIDA KEYS AND SHALL CONFORM TO STANDARDS FOR FLORIDA NO.1 OR BETTER.

PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME	COMMON NAME	ROOT/CONTAINER	CALIPER	HEIGHT	SPREAD	SPACING	REMARKS
	4	BURSERA SIMARUBA	GUMBO LIMBO	FG/BB	3"	8' MIN.	6' - 8'	SEE PLAN	FLORIDA #1. FULL UNIFORM, DENSE CROWN, WELL BRANCHED, DISEASE AND INSECT FREE.
	1	CONOCARPUS ERECTUS	BUTTONWOOD	FG/BB	3"	7'-8' HT.	6' - 8'	SEE PLAN	MULTI-TRUNKED, MIN. 3 CANES, FULL UNIFORM, DENSE CROWN, WELL BRANCHED, DISEASE AND INSECT FREE. FLORIDA #1. DID A HOLE ONLY AS DEEP AS THE ROOT BALL AND 2 TO 3 TIMES AS WIDE.
	3	PLUMERIA ACUMINATA	WHITE FRANGIPANI	FG/BB	1" - 1 1/2"	8'-10'	7' - 8'	SEE PLAN	STRONG CENTRAL LEADER, FULL UNIFORM, DENSE CROWN, WELL BRANCHED, DISEASE AND INSECT FREE. FLORIDA #1. DID A HOLE ONLY AS DEEP AS THE ROOT BALL AND 2 TO 3 TIMES AS WIDE.
	4	SABAL PALMETTO	CABBAGE PALMETTO	FG/BB	N/A	10'-12' CT	N/A	SEE PLAN	STRONG, CENTRAL LEADER, FULL UNIFORM, DENSE CROWN, WELL BRANCHED, DISEASE AND INSECT FREE.
	5	ZANTHOXYLUM FAGARA	WILD LIME	FG/BB	2 1/2"	10'-12' HT.	6' - 8'	SEE PLAN	STRONG CENTRAL LEADER, FULL UNIFORM, DENSE CROWN, WELL BRANCHED, DISEASE AND INSECT FREE.
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	ROOT/CONTAINER	HEIGHT	SPREAD	SPACING	REMARKS	
	16	CHRYSOBALANUS ICACO RED TIP	RED TIP COCOPLUM	#5	6' - 8'	3'-5'	12'-15'		FULL UNIFORM, DENSE CROWN, WELL ROOTED IN POT, DISEASE AND INSECT FREE, LIGHTLY SHEARED
	19	CONOCARPUS ERECTUS 'SERICEUS'	SILVER BUTTONWOOD	#5	6' - 8'	2' - 3'	4' O.C.		FULL DENSE CROWN, WELL ROOTED IN POT, DISEASE AND INSECT FREE. TO BE MAINTAINED AS A HEDGE 6' - 8' IN HEIGHT.
	19	EUGENIA RHOMBEA	RED STOPPER	15 GAL.	6' - 8'	30" - 36"	5' O.C.		FULL DENSE CROWN, WELL ROOTED IN POT, DISEASE AND INSECT FREE
	5	HELICONIA PSITTACORUM 'LADY DI'	LADY DI HELICONIA	#5	2'-5'	3'-5'	36"-48"		FULL DENSE CROWN, WELL ROOTED IN POT, DISEASE AND INSECT FREE
	40	PLUMBAGO AURICULATA	PLUMBAGO	#3	15" - 18"	18" - 24"	30" O.C.		FULL UNIFORM, DENSE CROWN, WELL ROOTED IN POT, DISEASE AND INSECT FREE, MIN. ROOT BALL DIAMETER 6" MIN. 4 CANES, FLORIDA #1

GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	ROOT/CONTAINER	HEIGHT	SPREAD	SPACING	REMARKS
	5,977 SF	CYNODON DACTYLON	BERMUDA SOD	PALLETIZED SOD	N/A	N/A		
	194	ZAMIA PUMILA	COONTIE	#3	15" - 18"	15'-18" MIN.	36" O.C.	HEALTHY, VIGOROUS CLUMP, WELL ROOTED AND ESTABLISHED IN POT, NO ENCIRCLING OF ROOTS IN CONTAINER, FLORIDA #1



1 TREE PROTECTIVE BARRIER
 3/16" = 1'-0"

KEY WEST WORKFORCE HOUSING
 NORTH ROOSEVELT BLVD., KEY WEST, FL

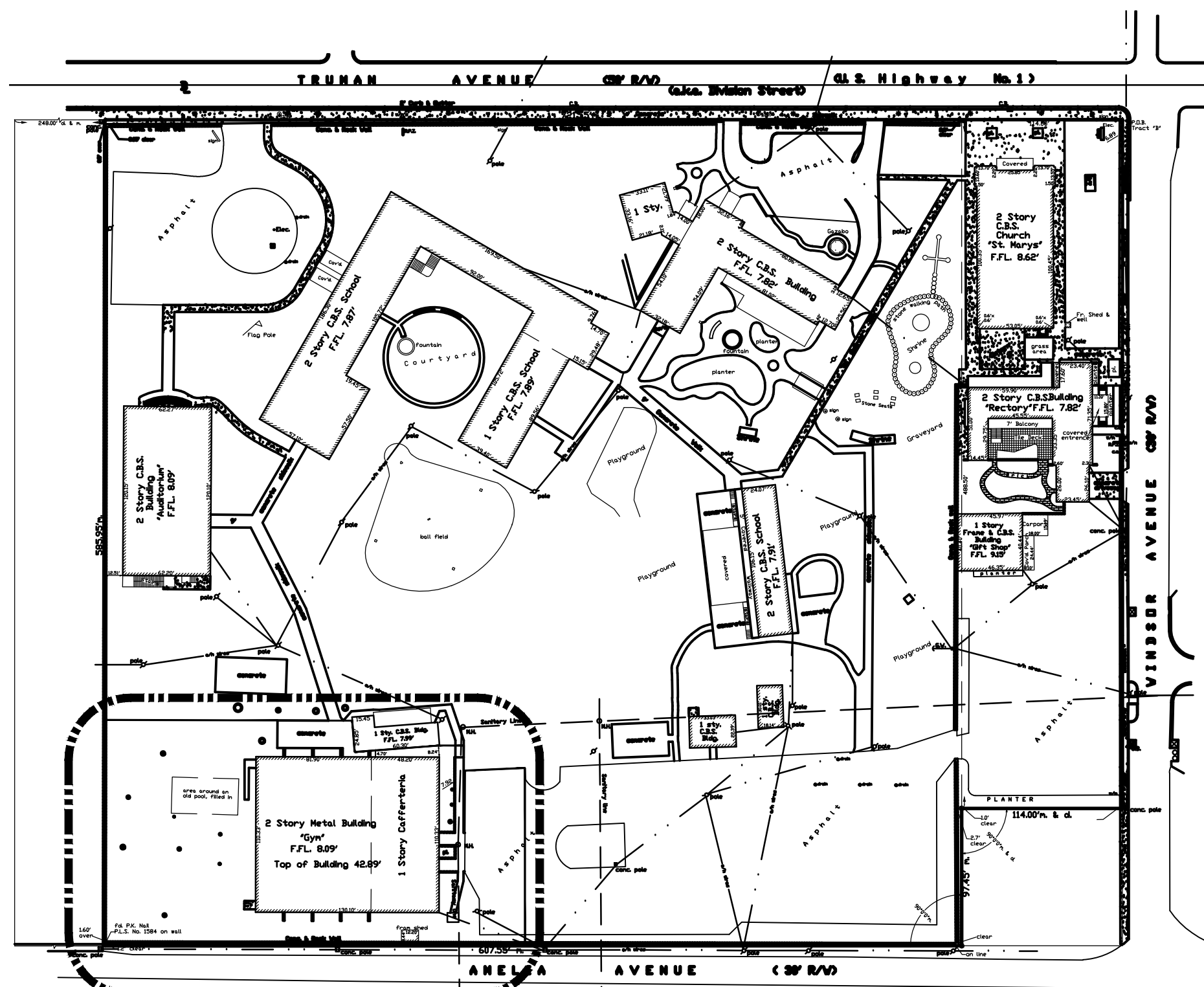
SHEET TITLE: Proposed Landscape Plan

SHEET NUMBER

L0.01



Reviewed and approved by Cxraig Reynolds, LA on 8/2/2016



Site Location Plan

NT.S.

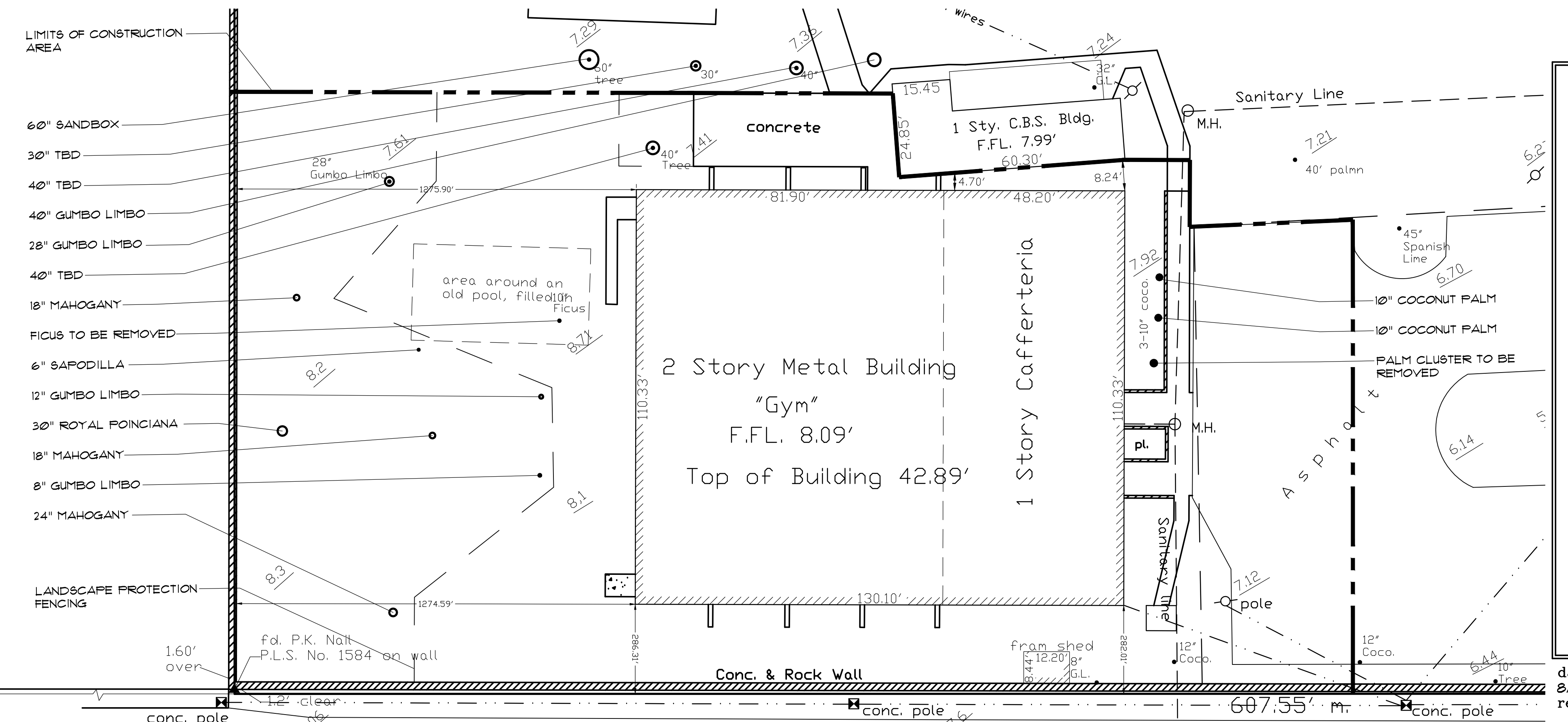
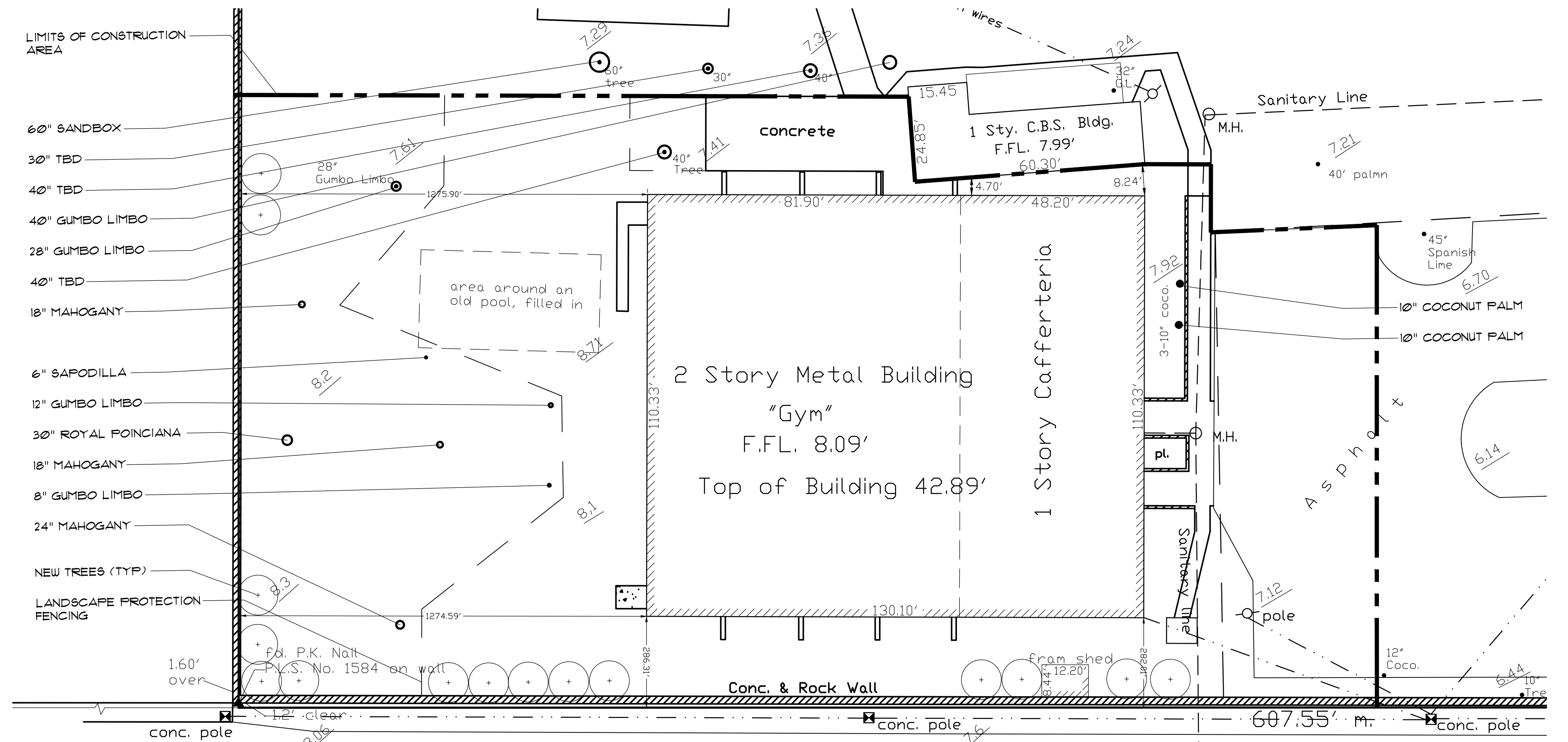
NEW PLANT LIST

CANOPY & SUBCANOPY TREES:

- MARLBERRY
- CRABWOOD
- SPANISH STOPPER
- RED STOPPER

FRUIT TREES:

- SUGAR APPLE
- KEY LIME
- ORANGE, SOUR ORANGE, TANGERINE



St Mary's Gym Replacement

Truman Ave Key West, FL

THOMAS E. POPE, P.A. ARCHITECT

610 White Street, Key West FL
TEPopePA@aol.com
(305) 296 3611

date: 8/1/16
revision:

sheet:

11

Parking Waiver



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

To: City of Key West Planning Board
From: Ginny Haller, Planner II
Date: August 18, 2016
RE: **3840 N. Roosevelt & 1185 20th Street Request for Waiver to the Zoning in Progress for Parking Variances**

This request is for a waiver to the Zoning in Progress for a moratorium on parking variances. The City Commission added language to Ordinance 15-05 that states:

"An applicant may seek a waiver of the conditions imposed herein. To be eligible for a waiver, the applicant must demonstrate to the Planning Board that the amount of parking required by the code of ordinances is not necessary given the particular conditions of the proposed development. The Planning Board must make specific findings concerning the lack of need for vehicular parking based upon the use and occupancy of the proposed development."

Approval of this waiver request would not grant a parking variance to the applicant, but rather allow them to submit an application for a parking variance and follow standard due process.

SMITH | OROPEZA | HAWKS
ATTORNEYS AT LAW

VIA ELECTRONIC MAIL

August 5, 2016

Virginia Haller
City of Key West Planning Department
3140 Flagler Avenue
Key West, Florida 33040

RE: Parking Variance/Waiver Request Multi-Family Parking Spaces - 1185 20th Street, Key West, Florida 33040:

Dear Ms. Haller:

This letter shall serve to clarify the request for a parking waiver pursuant to the pending minor development application for the request to approve construction of ten (10) residential workforce housing units located at 1185 20th Street, Key West, Florida 33040. Pursuant to Ordinance No. 15-05, as counsel for the property owner, respectfully request relief to the parking requirements set forth in the City of Key West Municipal Code ("Code") by permitting SC Key West to move forward with requesting a variance of the required number of parking spaces required pursuant to the Code.

The request for a waiver to the requirements of the Code is in line with acceptable levels of parking as set evidenced by modern urban planning trends and is in line with the proposed modifications to the land development regulations related to parking. Currently there are sixteen (16) affordable residential units, which together with the proposed ten (10) additional units creates a requirement of fifty-two (52) parking spaces. We are requesting a reduction of eighteen (18) parking spaces. It is noteworthy that the proposed ten (10) new units are one bedroom units and therefore the likelihood of multi car occupants is extremely low.

I have attached the most recent site/landscape plan evidencing the parking make up for reference.

Respectfully yours,



Gregory S. Oropeza, Esq.

Traffic Study

Parking Generation, 4th Edition

An Informational Report of the
Institute of Transportation Engineers

The Institute of Transportation Engineers (ITE) is an international educational and scientific association of transportation professionals who are responsible for meeting mobility and safety needs. ITE facilitates the application of technology and scientific principles to research, planning, functional design, implementation, operation, policy development and management for any mode of ground transportation. Through its products and services, ITE promotes professional development of its members, supports and encourages education, stimulates research, develops public awareness programs and serves as a conduit for the exchange of professional information.

Founded in 1930, ITE is a community of transportation professionals including, but not limited to transportation engineers, transportation planners, consultants, educators and researchers. Through meetings, seminars, publications and a network of 17,000 members, working in more than 90 countries, ITE is your source for expertise, knowledge and ideas.

***Parking Generation* is an informational report of the Institute of Transportation Engineers. The information has been obtained from the research and experiences of transportation engineering and planning professionals. ITE informational reports are prepared for informational purposes only and do not include Institute recommendations on which is the best course of action or the preferred application of the data.**



Institute of Transportation Engineers

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Land Use: 221

Low/Mid-Rise Apartment

Description

Low/mid-rise apartments are rental dwelling units located within the same building with at least three other dwelling units: for example, quadraplexes and all types of apartment buildings. The study sites in this land use have one, two, three, or four levels. High-rise apartment (Land Use 222) is a related use.

Database Description

The database consisted of a mix of suburban and urban sites. Parking demand rates at the suburban sites differed from those at urban sites and, therefore, the data were analyzed separately.

- Average parking supply ratio: 1.4 parking spaces per dwelling unit (68 study sites). This ratio was the same at both the suburban and urban sites.
- Suburban site data: average size of the dwelling units at suburban study sites was 1.7 bedrooms, and the average parking supply ratio was 0.9 parking spaces per bedroom (three study sites).
- Urban site data: average size of the dwelling units was 1.9 bedrooms with an average parking supply ratio of 1.0 space per bedroom (11 study sites).

Saturday parking demand data were only provided at two suburban sites. One site with 1,236 dwelling units had a parking demand ratio of 1.33 vehicles per dwelling unit based on a single hourly count between 10:00 and 11:00 p.m. The other site with 55 dwelling units had a parking demand ratio of 0.92 vehicles per dwelling unit based on counts between the hours of 12:00 and 5:00 a.m.

Sunday parking demand data were only provided at two urban sites. One site with 15 dwelling units was counted during consecutive hours between 1:00 p.m. and 5:00 a.m. The peak parking demand ratio at this site was 1.00 vehicle per dwelling unit. The peak parking demand occurred between 12:00 and 5:00 a.m. The other site with 438 dwelling units had a parking demand ratio of 1.10 vehicles per dwelling unit based on a single hourly count between 11:00 p.m. and 12:00 a.m.

Four of the urban sites were identified as affordable housing.

Several of the suburban study sites provided data regarding the number of bedrooms in the apartment complex. Although these data represented only a subset of the complete database for this land use, they demonstrated a correlation between number of bedrooms and peak parking demand. Study sites with an average of less than 1.5 bedrooms per dwelling unit in the apartment complex reported peak parking demand at 92 percent of the average peak parking demand for all study sites with bedroom data. Study sites with less than 2.0 but greater than or equal to 1.5 bedrooms per dwelling unit reported peak parking demand at 98 percent of the average. Study sites with an average of 2.0 or greater bedrooms per dwelling unit reported peak parking demand at 13 percent greater than the average.

For the urban study sites, the parking demand data consisted of single or discontinuous hourly counts and therefore a time-of-day distribution was not produced. The following table presents a time-of-day distribution of parking demand at the suburban study sites.

Attachment C

Key West Transit Route Information



Key West Transit Bus Schedule

Fares, passes & services

Operators do not carry change - please have exact fare.

CITY SERVICE			
FARES	FULL	REDUCED	SENIOR
One Way	\$ 2.00	\$ 1.00	\$ 0.50
1 Day Pass	\$ 4.00	-	-
7 Day Pass	\$ 8.00	\$ 5.00	\$ 3.75
31 Day Pass	\$25.00	\$15.00	\$15.00

LOWER KEYS SERVICE			
FARES	FULL	REDUCED	SENIOR
One Way	\$ 4.00	\$ 2.00	\$ 1.50
1 Day Pass	\$ 8.00	-	-
7 Day Pass	\$25.00	\$15.00	\$15.00
31 Day Pass	\$75.00	\$45.00	\$45.00

All reduced fares require proper ID and apply to Students (UNDER 21), disabled, active or retired military and seniors (60+).

Stored Value Passes: \$ 20 and \$ 30 values, no expiration, provide discounted fare – valid for City and Lower Keys routes.

1 DAY - SUPER PASS (\$12.00) - This pass is valid for both City and Lower Keys routes and provides unlimited use.

One Way Fares, 1 and 7 Day pass sales are handled at the vehicle – please tell the operator if you wish to purchase a pass. 31-day and Stored Value passes are purchased at DoT office, or City Hall Revenue Dept.

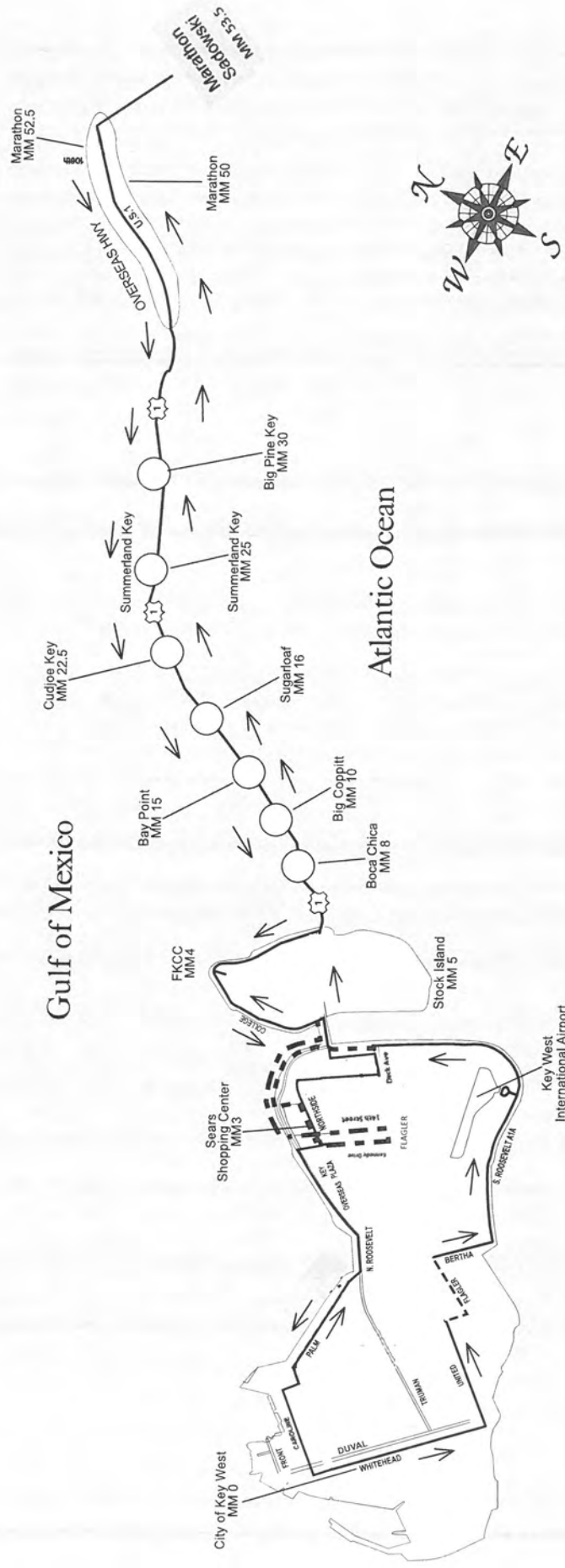
Reduced Service

Red and Orange routes DO NOT operate on Sundays, Memorial Day, 4th of July, or Labor Day. NO bus service on Thanksgiving Day, Christmas Day, or New Year's Day.

For "Real Time" information on service call us at 305-600-1455 or visit www.kwtransit.com.

KWDoT is located at 627 Palm Avenue, Key West, FL 33040. For more information call 305-809-3910 or visit www.cityofkeywest-fl.gov

Please be aware that seasonal traffic, special events, weather, and other conditions beyond our control may affect bus schedule times.



NORTHBOUND - LOWER KEYS SHUTTLE

Service Days: Monday - Sunday

Points of Interest: Downtown Key West (Duval Street), Smathers Beaches, Key West International Airport, Lower Keys Medical Center, Florida Keys Community College, Big Pine Flca Market, Bahia Honda and City of Marathon (Route 301 Transfer point to Florida City).

Whithead MM 0	Marathon MM 2	Smathers MM 2	Key West MM 5	Norhside Dr. MM 3	Kennedy & Northside Drive MM 2	FKCC / Hospital MM 4	Stock Island US1 / 3rd St. MM 5	Boca Chica MM 6	Bay Point MM 15	Sugarloaf Key Lower Lodge MM 10	Cudjoe Key MM 22.5	Summerland Key MM 28	Big Pine Key (CVS) MM 29	Bahia Honda MM 37	Marathon US1 Beach Rd. MM 30	Marathon 92nd St. MM 52	Marathon 109th St. MM 52.5	Marathon Sadowski MM 53
5:40 AM	5:46 AM	5:53 AM	5:57 AM	6:02 AM	6:05 AM	6:16 AM	6:23 AM	6:28 AM	6:34 AM	6:41 AM	6:44 AM	6:58 AM	7:09 AM	7:16 AM	7:39 AM	7:42 AM	7:44 AM	7:48 AM
7:42 AM	7:48 AM	7:55 AM	7:59 AM	8:06 AM	8:10 AM	8:21 AM	8:28 AM	8:33 AM	8:39 AM	8:46 AM	8:49 AM	9:03 AM	9:14 AM	9:21 AM	9:44 AM	9:47 AM	9:49 AM	9:55 AM
9:52 AM	9:58 AM	10:05 AM	10:09 AM	10:16 AM	10:20 AM	10:31 AM	10:53 AM	10:58 AM	11:04 AM	11:11 AM	11:14 AM	11:28 AM	11:39 AM	11:46 AM	12:09 PM	12:12 PM	12:14 PM	12:20 PM
3:00 PM	3:06 PM	3:13 PM	3:17 PM	3:24 PM	3:28 PM	3:39 PM	3:46 PM	3:51 PM	3:57 PM	4:04 PM	4:07 PM	4:21 PM	4:32 PM	4:39 PM	5:02 PM	5:05 PM	5:07 PM	5:13 PM
5:02 PM	5:08 PM	5:15 PM	5:19 PM	5:26 PM	5:30 PM	5:41 PM	5:48 PM	5:53 PM	5:59 PM	6:06 PM	6:09 PM	6:23 PM	6:34 PM	6:41 PM	7:04 PM	7:07 PM	7:09 PM	7:15 PM
7:26 PM	7:32 PM	7:39 PM	7:43 PM	7:48 PM	7:52 PM	8:03 PM	8:15 PM	8:20 PM	8:26 PM	8:33 PM	8:36 PM	8:50 PM	9:01 PM	9:08 PM	9:31 PM	9:34 PM	9:36 PM	9:42 PM
9:48 PM	9:54 PM	10:01 PM	10:05 PM	10:10 PM	10:14 PM	10:25 PM	10:32 PM	10:37 PM	10:43 PM	10:50 PM	10:53 PM	11:07 PM	11:18 PM	11:25 PM	11:48 PM	11:51 PM	11:53 PM	11:59 PM

This table is provided to assist with trip planning only. It is provided with reference points, and does NOT represent all bus stops on the LKS bus route system. Portable and Fold up bikes are permitted on the Lower Keys Shuttle Buses.

SOUTHBOUND - LOWER KEYS SHUTTLE

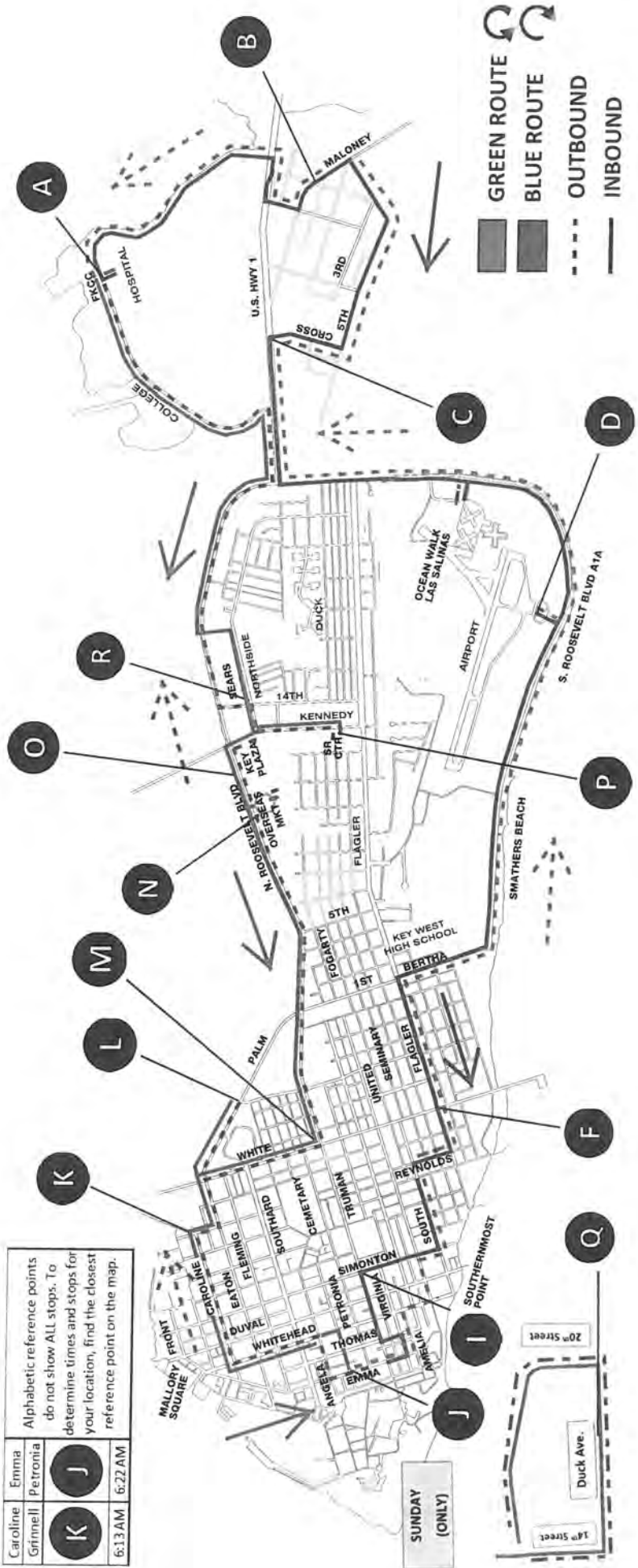
Service Days: Monday - Sunday

Points of Interest: City of Marathon (Transfer point to Lower Keys Shuttle from Route 301), Bahia Honda State Park, Big Pine Flca Market, FK Community College, Lower Keys Medical Center, Downtown Key West (Duval St.), Smathers Beach and Key West International Airport.

Marathon Sadowski MM 53.0	Marathon 109th St. MM 52.5	Marathon 2nd St. MM 52	Marathon 92nd St. MM 52	Marathon Key West MM 5	Sunshine Key MM 39	Bahia Honda MM 37	Big Pine Key (CVS) MM 29	Summerland Key MM 28	Sugarloaf Key Lower Lodge MM 10	Cudjoe Key MM 22.5	FKCC College Rd MM 4	Northside D & Sears MM 5	North Roosevelt 5th St. MM 2.5	Palm Ave MM 2	Caroline Grnell MM 1.5	Caroline Duvall MM 1.5	Whithead Caton MM 0		
5:50 AM	5:54 AM	5:56 AM	5:58 AM	6:16 AM	6:19 AM	6:28 AM	6:38 AM	6:42 AM	6:50 AM	6:53 AM	7:00 AM	7:05 AM	7:13 AM	7:22 AM	7:27 AM	7:32 AM	7:36 AM	7:41 AM	
7:55 AM	7:59 AM	8:01 AM	8:03 AM	8:21 AM	8:24 AM	8:33 AM	8:43 AM	8:47 AM	8:55 AM	8:58 AM	9:05 AM	9:10 AM	9:18 AM	9:27 AM	9:32 AM	9:37 AM	9:46 AM	9:51 AM	
10:13 AM	10:17 AM	10:19 AM	10:21 AM	10:39 AM	10:42 AM	10:51 AM	11:01 AM	11:05 AM	11:13 AM	11:16 AM	11:23 AM	11:28 AM	11:36 AM	11:45 AM	11:50 AM	11:55 AM	11:59 AM	12:04 PM	
12:37 PM	12:41 PM	12:43 PM	12:45 PM	1:03 PM	1:06 PM	1:15 PM	1:25 PM	1:29 PM	1:37 PM	1:40 PM	1:47 PM	1:52 PM	2:00 PM	2:09 PM	2:14 PM	2:19 PM	2:23 PM	2:28 PM	
3:10 PM	3:14 PM	3:16 PM	3:18 PM	3:36 PM	3:39 PM	3:48 PM	3:58 PM	4:02 PM	4:10 PM	4:13 PM	4:20 PM	4:25 PM	4:33 PM	4:42 PM	4:47 PM	4:52 PM	4:56 PM	5:01 PM	
5:34 PM	5:38 PM	5:40 PM	5:42 PM	6:00 PM	6:03 PM	6:12 PM	6:22 PM	6:26 PM	6:34 PM	6:37 PM	6:44 PM	6:49 PM	6:57 PM	7:06 PM	7:11 PM	7:16 PM	7:20 PM	7:25 PM	
7:36 PM	7:40 PM	7:42 PM	7:44 PM	8:02 PM	8:05 PM	8:14 PM	8:24 PM	8:28 PM	8:36 PM	8:39 PM	8:46 PM	8:51 PM	8:59 PM	9:08 PM	9:13 PM	9:18 PM	9:23 PM	9:28 PM	
9:44 PM	9:48 PM	9:50 PM	9:52 PM	10:10 PM	10:13 PM	10:27 PM	10:37 PM	10:41 PM	10:49 PM	10:52 PM	10:59 PM	11:04 PM	11:12 PM	11:21 PM	11:26 PM	11:31 PM	11:35 PM	11:38 PM	11:40 PM

This table is provided to assist with trip planning only. It is provided with reference points, and does NOT represent all bus stops on the LKS bus route system. Portable and Fold up bikes are permitted on the Lower Keys Shuttle Buses.

Caroline Grinnell	Emma Petronia	Alphabetic reference points do not show ALL stops. To determine times and stops for your location, find the closest reference point on the map.
K	J	
6:13 AM	6:22 AM	



GREEN ROUTE

BLUE ROUTE

OUTBOUND

INBOUND

SUNDAY (ONLY)

Blue Route

Service Days: Monday - Sunday



Sunday
Service ONLY

- (A) Hospital Depart
- (B) Maloney & 2nd
- (C) Cross & US1
- (D) Airport Beaches
- (F) Flagler St
- (J) Emma Petronia
- (K) Caroline Grinnell
- (L) DOT Palm Ave
- (M) Truman White
- (N) Overseas Market
- (O) North Roosevelt Key Plaza
- (P) Senior Citizen
- (R) Northside Dr. & 14th
- (Q) Duck & 17th
- (A) Hospital Arrive

Hospital / Stock Island / Beaches / KW Airport / Bahama Village

Downtown / Shopping Centers / Hospital

5:00 AM	5:06 AM	5:12 AM	5:23 AM	5:32 AM	5:44 AM	5:51 AM	5:55 AM	6:01 AM	6:09 AM	6:14 AM	6:19 AM	6:22 AM	6:26 AM	6:32 AM
6:37 AM	6:43 AM	6:49 AM	7:00 AM	7:09 AM	7:21 AM	7:28 AM	7:32 AM	7:40 AM	7:48 AM	7:53 AM	7:58 AM	8:01 AM	8:05 AM	8:11 AM
8:26 AM	8:32 AM	8:38 AM	8:49 AM	8:58 AM	9:10 AM	9:17 AM	9:21 AM	9:29 AM	9:37 AM	9:42 AM	9:47 AM	9:50 AM	9:54 AM	10:00 AM
10:05 AM	10:11 AM	10:17 AM	10:28 AM	10:37 AM	10:49 AM	10:56 AM	11:00 AM	11:08 AM	11:16 AM	11:21 AM	11:26 AM	11:29 AM	11:33 AM	11:39 AM
11:44 AM	11:50 AM	11:56 AM	12:07 PM	12:16 PM	12:28 PM	12:35 PM	12:39 PM	12:57 PM	1:05 PM	1:10 PM	1:15 PM	1:18 PM	1:22 PM	1:28 PM
1:33 PM	1:39 PM	1:45 PM	1:56 PM	2:05 PM	2:17 PM	2:24 PM	2:28 PM	2:36 PM	2:44 PM	2:49 PM	2:54 PM	2:57 PM	3:01 PM	3:07 PM
3:12 PM	3:18 PM	3:24 PM	3:35 PM	3:44 PM	3:56 PM	4:03 PM	4:07 PM	4:15 PM	4:23 PM	4:28 PM	4:33 PM	4:36 PM	4:40 PM	4:46 PM
5:01 PM	5:07 PM	5:13 PM	5:24 PM	5:33 PM	5:45 PM	5:52 PM	5:56 PM	6:04 PM	6:12 PM	6:17 PM	6:22 PM	6:25 PM	6:29 PM	6:35 PM
6:40 PM	6:46 PM	6:52 PM	7:03 PM	7:12 PM	7:24 PM	7:31 PM	7:35 PM	7:41 PM	7:49 PM	7:54 PM	7:59 PM	8:02 PM	8:06 PM	8:12 PM

This table is provided to assist with trip planning only. It is provided with reference points, and does NOT represent all bus stops on the City bus route system.
 Bold indicates route beginning and end time. Bold & Italics indicate a shift change or break period.

Green Route

Sunday
Service ONLY



Service Days: Monday - Sunday

A	Q	R	P	O	N	M	L	K	J	F	D	C	B	A
Hospital Depart	Duck & 17th	Northside Dr. & 14th	Senior Citizen	North Roosevelt Home Depot	Overseas Market	Truman White	Dot Palm Ave	Caroline Grinnell	Emma Petronia	Flagler St	Airport Beaches	Cross 1 & US 1	Maloney & 2nd	Hospital Arrive

Stock Island / Shopping Centers / DOWNTOWN / Bahama Village

5:30 AM	5:35 AM	5:40 AM	5:43 AM	5:48 AM	5:55 AM	6:03 AM	6:09 AM	6:13 AM	6:22 AM	6:30 AM	6:39 AM	6:50 AM	6:56 AM	7:02 AM
7:07 AM	7:12 AM	7:17 AM	7:20 AM	7:25 AM	7:32 AM	7:40 AM	7:48 AM	7:52 AM	8:01 AM	8:09 AM	8:18 AM	8:29 AM	8:35 AM	8:41 AM
8:56 AM	9:01 AM	9:06 AM	9:09 AM	9:14 AM	9:21 AM	9:29 AM	9:37 AM	9:41 AM	9:50 AM	9:58 AM	10:07 AM	10:18 AM	10:24 AM	10:30 AM
10:35 AM	10:40 AM	10:45 AM	10:48 AM	10:53 AM	11:00 AM	11:08 AM	11:16 AM	11:20 AM	11:29 AM	11:37 AM	11:46 AM	11:57 AM	12:03 PM	12:09 PM
12:14 PM	12:19 PM	12:24 PM	12:27 PM	12:32 PM	12:39 PM	12:47 PM	12:55 PM	1:09 PM	1:18 PM	1:26 PM	1:35 PM	1:46 PM	1:52 PM	1:58 PM
2:03 PM	2:08 PM	2:13 PM	2:16 PM	2:21 PM	2:28 PM	2:36 PM	2:44 PM	2:48 PM	2:57 PM	3:05 PM	3:14 PM	3:25 PM	3:31 PM	3:37 PM
3:42 PM	3:47 PM	3:52 PM	3:55 PM	4:00 PM	4:07 PM	4:15 PM	4:23 PM	4:27 PM	4:36 PM	4:44 PM	4:53 PM	5:04 PM	5:10 PM	5:16 PM
5:31 PM	5:36 PM	5:41 PM	5:44 PM	5:49 PM	5:56 PM	6:04 PM	6:12 PM	6:16 PM	6:25 PM	6:33 PM	6:42 PM	6:53 PM	6:59 PM	7:05 PM
7:10 PM	7:15 PM	7:20 PM	7:23 PM	7:28 PM	7:35 PM	7:43 PM	7:51 PM	7:55 PM	8:04 PM	8:12 PM	8:21 PM	8:32 PM	8:38 PM	8:44 PM
8:49 PM	8:54 PM	8:59 PM	9:02 PM	9:07 PM	9:14 PM	9:22 PM	9:28 PM	9:32 PM	9:41 PM	9:49 PM	9:58 PM	10:09 PM	10:15 PM	10:21 PM

Bahama Village / Smathers Beach / Stock Island

Bold indicates route beginning and end time. **Bold & Italics** indicate a shift change or break period. This table is provided to assist with trip planning only. It is provided with reference points, and does NOT represent all bus stops on the City bus route system.

Red Route

Service Days: Monday - Saturday
(No Sunday/Holiday Service)



A	Q	P	O	N	L	K	J	I	H	G	F	E	D	C	B	A	
Hospital Depart	Duck & 17th	Senior Citizen	North Roosevelt Home Depot	Overseas Market	DOT Palm Ave	Caroline Grinnell	Truman Simonton	Emma Petronia	Truman White	Overseas Market	North Roosevelt Plaza	Senior Citizen	Duck & 17th	Northside Dr. & 14th	Cross & US 1	Maloney & 2nd	Hospital Arrive

INBOUND

Hospital / Shopping Centers / Old Town / Bahama Village

6:00 AM	6:08 AM	6:14 AM	6:19 AM	6:26 AM	6:34 AM	6:38 AM	6:45 AM	6:50 AM									
7:47 AM	7:55 AM	8:01 AM	8:06 AM	8:13 AM	8:21 AM	8:25 AM	8:32 AM	8:37 AM									
9:44 AM	9:52 AM	9:58 AM	10:03 AM	10:10 AM	10:18 AM	10:22 AM	10:29 AM	10:34 AM									
11:31 AM	11:39 AM	11:45 AM	11:50 AM	11:57 AM	12:05 PM	12:09 PM	12:16 PM	12:21 PM									
1:18 PM	1:26 PM	1:32 PM	1:37 PM	1:44 PM	1:52 PM	2:06 PM	2:13 PM	2:18 PM									
3:15 PM	3:23 PM	3:29 PM	3:34 PM	3:41 PM	3:49 PM	3:53 PM	4:00 PM	4:05 PM									
5:12 PM	5:20 PM	5:26 PM	5:31 PM	5:38 PM	5:46 PM	5:50 PM	5:57 PM	6:02 PM									
6:57 PM	7:05 PM	7:11 PM	7:16 PM	7:23 PM	7:31 PM	7:35 PM	7:42 PM	7:47 PM									

OUTBOUND

Bahama Village / Shopping Centers / Hospital

6:57 AM	7:05 AM	7:11 AM	7:16 AM	7:21 AM	7:26 AM	7:30 AM	7:37 AM	7:42 AM									
8:44 AM	8:52 AM	8:58 AM	9:03 AM	9:08 AM	9:13 AM	9:17 AM	9:24 AM	9:29 AM									
10:41 AM	10:49 AM	10:55 AM	11:00 AM	11:05 AM	11:10 AM	11:14 AM	11:21 AM	11:26 AM									
12:28 PM	12:36 PM	12:42 PM	12:47 PM	12:52 PM	12:57 PM	1:01 PM	1:08 PM	1:13 PM									
2:25 PM	2:33 PM	2:39 PM	2:44 PM	2:49 PM	2:54 PM	2:58 PM	3:05 PM	3:10 PM									
4:12 PM	4:20 PM	4:26 PM	4:31 PM	4:36 PM	4:41 PM	4:45 PM	4:52 PM	4:57 PM									
6:09 PM	6:17 PM	6:23 PM	6:28 PM	6:33 PM	6:38 PM	6:42 PM	6:49 PM	6:52 PM									
7:54 PM	8:02 PM	8:08 PM	8:13 PM	8:18 PM	8:23 PM	8:27 PM	8:34 PM	8:37 PM									

Bold indicates route beginning and end time. Bold & Italics indicate a shift change or break period.

This table is provided to assist with trip planning only, it is provided with reference points, and does NOT represent all bus stops on the City bus route system.

Orange Route

Service Days: Monday - Saturday
(No Sunday/Holiday Service)



INBOUND

Hospital / Shopping Centers / Old Town

6:15 AM	6:23 AM	6:33 AM	6:39 AM	6:47 AM	6:53 AM	7:02 AM	7:07 AM
8:05 AM	8:13 AM	8:23 AM	8:29 AM	8:37 AM	8:43 AM	8:52 AM	8:57 AM
10:05 AM	10:13 AM	10:23 AM	10:29 AM	10:37 AM	10:43 AM	10:52 AM	10:57 AM
11:55 AM	12:03 PM	12:13 PM	12:19 PM	12:27 PM	12:33 PM	12:42 PM	12:47 PM
1:55 PM	2:03 PM	2:13 PM	2:19 PM	2:27 PM	2:33 PM	2:42 PM	2:47 PM
3:45 PM	3:53 PM	4:03 PM	4:09 PM	4:17 PM	4:23 PM	4:32 PM	4:37 PM
5:45 PM	5:53 PM	6:03 PM	6:09 PM	6:17 PM	6:23 PM	6:32 PM	6:37 PM

OUTBOUND

Old Town / Flagler Corridor / Shopping Centers / Hospital

7:14 AM	7:19 AM	7:24 AM	7:33 AM	7:38 AM	7:43 AM	7:50 AM	8:00 AM
9:04 AM	9:09 AM	9:14 AM	9:23 AM	9:28 AM	9:33 AM	9:40 AM	9:50 AM
11:04 AM	11:09 AM	11:14 AM	11:23 AM	11:28 AM	11:33 AM	11:40 AM	11:50 AM
12:54 PM	12:59 PM	1:04 PM	1:13 PM	1:18 PM	1:23 PM	1:30 PM	1:40 PM
2:54 PM	2:59 PM	3:04 PM	3:13 PM	3:18 PM	3:23 PM	3:30 PM	3:40 PM
4:44 PM	4:49 PM	4:54 PM	5:03 PM	5:08 PM	5:13 PM	5:20 PM	5:30 PM
6:44 PM	6:49 PM	6:54 PM	7:03 PM	7:08 PM	7:13 PM	7:20 PM	7:30 PM

Bold indicates route beginning and end time. *Bold & Italics* indicate a shift change or break period. This table is provided to assist with trip planning only. It is provided with reference points, and does NOT represent all bus stops on the City bus route system.

City Commission Ordinance 15-05

ORDINANCE NO. 15-05

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, INVOKING THE ZONING IN PROGRESS DOCTRINE; DECLARING THAT THE CITY IS CONSIDERING AMENDMENTS TO ITS LAND DEVELOPMENT REGULATIONS TO REDUCE THE NEED FOR PARKING VARIANCES; DIRECTING PLANNING DEPARTMENT STAFF TO DEFER THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR PARKING VARIANCES AND BICYCLE SUBSTITUTIONS; CONTINUING THIS POLICY UNTIL NEW OR AMENDED LAND DEVELOPMENT REGULATIONS ARE ADOPTED BY THE CITY COMMISSION OR UNTIL THE PASSAGE OF 360 DAYS FROM THE DATE OF THIS ORDINANCE, WHICHEVER OCCURS FIRST; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Key West City Commission is concerned about the increasing number of requests for variances to the City's off-street parking requirements and the cumulative effects of the approval of these requests on the public welfare; and

WHEREAS, the City Commission desires to review existing Land Development Regulations (the "LDRs") to determine whether there is a need to adopt amended off-street parking requirements and other relevant LDRs within the City of Key West; and

WHEREAS, the City Commission has directed Planning Department staff to develop any necessary proposed LDR amendments for City Commission review and adoption; and

WHEREAS, the City Commission wishes to definitively place all parties on notice that it is considering amending the LDRs and City Ordinances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: Zoning in Progress. The City hereby recognizes that City Planning and

Legal Department staff are researching the issue and preparing any necessary ordinances (the "Pending Ordinances") that would, if adopted, amend the LDRs. All affected property and business owners are placed on notice with respect to the Pending Ordinances and the action being taken by the appropriate departments within the City.

Section 2: The acceptance and processing of new applications for parking variances and bicycle substitutions shall be deferred by Planning Department staff upon passage of this Ordinance on first reading and ending as set forth in Section 3 below. Complete applications for parking variances submitted prior to the passage on first reading of this Ordinance shall be processed normally pursuant to the LDRs currently in effect. An applicant may seek a waiver of the conditions imposed herein. To be eligible for a waiver, the applicant must demonstrate to the Planning Board that the amount of parking required by the Code of Ordinances is not necessary given the particular conditions of the proposed development. The Planning Board must make specific findings concerning the lack of need for vehicular parking based upon the use and occupancy of the proposed development.

Section 3: That this Zoning-In-Progress policy shall be in effect until new or amended LDRs are adopted by the City Commission or until the passage of 360 days, whichever occurs first. This policy may be extended by Resolution of the City Commission for additional 180 day periods to complete the tasks outlined herein.

Section 4: Public Notice. The adoption of this Ordinance shall be evidenced by placement of a notice in a newspaper of general circulation within the City, in accordance with Chapter 50, Florida Statutes, within two weeks after adoption of this Ordinance. A copy of this Ordinance shall also be posted at City Hall for the next one hundred and eighty (180) days.

Section 5: If any section, provision, clause, phrase, or application of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, the

remaining provisions of this Ordinance shall be deemed severable therefrom and shall be construed as reasonable and necessary to achieve the lawful purposes of this Ordinance.

Section 6: All Ordinances or parts of Ordinances of said City in conflict with the provisions of this Ordinance are hereby superseded to the extent of such conflict.

Section 7: This Ordinance shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission and approval by the Florida Department of Economic Opportunity pursuant to Chapter 380, Florida Statutes, however the City shall utilize March 3, 2015 as the date of commencement of the Zoning-in-Progress doctrine.

Read and passed on first reading at a regular meeting held this 3rd day of March, 2015.

Read and passed on final reading at a regular meeting held this 17th day of March, 2015.

Authenticated by the presiding officer and Clerk of the Commission on the 21st day of August, 2015.

Filed with the Clerk on August 21, 2015.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Mark Rossi	<u>Yes</u>
Commissioner Teri Johnston	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>
Commissioner Tony Yaniz	<u>Yes</u>


CRAIG CATES, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK



PHONE: (305) 809-3770
FAX: (305) 809-3771

Office of the City Attorney

POST OFFICE BOX 1409
KEY WEST, FL 33041-1409

Memorandum

TO: Mayor & Commissioners
FROM: Shawn D. Smith, City Attorney
RE: Additional Language for Second Reading -
DATE: March 10, 2015

Mayor and Commissioners,

At the last Commission meeting, I was directed to include a hardship provision in the proposed Zoning in Progress ordinance regarding parking variances. I suggest the following language.

"An applicant may seek a waiver of the conditions imposed herein.

To be eligible for a waiver, the applicant must demonstrate to the Planning Board that the amount of parking required by the code of ordinances is not necessary given the particular conditions of the proposed development. The Planning Board must make specific findings concerning the lack of need for vehicular parking based upon the use and occupancy of the proposed development."

Please contact me with any questions or comments you may have.

A handwritten signature in black ink, appearing to be "S. Smith", is located at the bottom right of the page.



EXECUTIVE SUMMARY

To: Jim Scholl, City Manager

Through: Sarah Hannah Spurlock, Assistant City Manager

From: Kevin Bond, AICP, Acting Planning Director / Senior Planner

Meeting Date: March 3, 2015

RE: Consideration of an ordinance to invoke the Zoning-in-Progress doctrine; declaring that the City is considering amendments to its Land Development Regulations to reduce the need for parking variances; directing Planning Department staff to defer the acceptance and processing of applications for parking variances and bicycle substitutions; continuing this policy until new or amended Land Development Regulations are adopted by the City Commission or until the passage of 360 days from the date of this ordinance, whichever occurs first, providing for severability; providing for repeal of inconsistent provisions; providing for an effective date.

ACTION STATEMENT

Request: Consider invoking Zoning-in-Progress to amend the Land Development Regulations as needed to reduce the need for parking variances.

Location: Citywide

BACKGROUND:

On January 7, 2015, Commissioner Teri Johnston requested that the City Manager prepare an ordinance invoking a second Zoning-in-Progress (ZIP) doctrine to address the proliferation of parking variance requests in Key West. Previously, the City Commission invoked a 360-day ZIP through the passage of Ordinance No. 13-20, which started November 6, 2013 and ended November 1, 2014. During that time, the City was unable to accept or process any variance applications that would have involved a reduction in required parking or substituting vehicular parking spaces for bicycle parking.

While the ZIP was in effect, the City took several steps to alleviate the demand on available parking. Last fall, the City initiated its new residential parking program, which requires proof that vehicles are registered to City residents or business owners, rather than any Monroe County resident. The City is currently investigating the potential construction of two new parking

garages in Old Town near the central business area. And the City is beginning a comprehensive update to its land development regulations (LDRs), including looking at innovative techniques to reduce the number of parking variances required by the City Code.

ANALYSIS:

Over the last few years, requests for variances to the City's off-street parking requirements have become more frequent as the local economy has recovered from the national recession. As properties have proposed new development or redevelopment, particularly within the Old Town historic district, property owners have frequently needed to apply for parking variances. This is because new or expanded uses, and changes of use to uses with higher parking requirements (i.e., restaurants, bars and lounges) trigger full compliance the minimum off-street parking requirements of the LDRs. Often times, there is already inadequate space to provide additional on-site parking, especially on built-out properties in Old Town. As a result, property owners have opted to apply for a parking variance. With a ZIP in place, property and businesses owners would have little choice but to defer their development plans or would be limited to the existing amount of development on their properties.

The purpose of a ZIP declaration is to give the City Commission and City staff up to 360 days to explore potential solutions and possible LDR amendments. Parking is a complex issue in Key West and there are many potential ways to alleviate the problem. Staff has identified the following issues that should be considered if the City Commission wishes to invoke a ZIP for parking variances:

1. How to overcome the already limited space available for on-street and off-street parking, particularly on built-out property in Old Town;
2. The availability and proximity of private and public parking lots to attractions and services;
3. Modifying the historic commercial pedestrian-oriented area, either by expanding the boundaries and/or amending the applicability and exceptions;
4. Modifying existing or creating new parking programs for residents, employees, etc.;
5. Consider transportation demand management techniques to encourage alternative modes;
6. Consider allowing shared use parking calculations and parking demand studies to substitute for the standard parking requirements and encourage mixed uses and reduced parking need;
7. Adequacy and convenience of public transit service for different types of riders (e.g., residents, tourists, commuters, etc.);
8. Review Zoning Maps and district standards to ensure that mixed-use, pedestrian-oriented and transit-oriented development are effectively encouraged through the allowed uses and maximum density and intensities.

The ZIP would begin as of the first reading of the ordinance on March 3, 2015 and would remain in effect for 360 days, or until new or amended LDRs are adopted, whichever occurs first.

PLANNING BOARD RECOMMENDATION:

The Planning Board reviewed the proposed ordinance on February 4, 2015 and by a unanimous 7-0 vote passed Resolution No. 2015-07 recommending that the City Commission not pass or adopt a second Zoning-in-Progress for parking variances and bicycle substitutions. The Board's preference would be to allow property owners to apply for parking variances as currently provided by the LDRs, rather than re-impose another Zoning-in-Progress.

**PLANNING BOARD
RESOLUTION NO. 2015-07**

**A RESOLUTION OF THE KEY WEST PLANNING BOARD
RECOMMENDING THAT THE CITY COMMISSION NOT
PASS OR ADOPT AN ORDINANCE INVOKING THE
ZONING-IN-PROGRESS DOCTRINE THAT WOULD DEFER
THE ACCEPTANCE AND PROCESSING OF APPLICATIONS
FOR PARKING VARIANCES AND BICYCLE
SUBSTITUTIONS; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, on January 7, 2015, Commissioner Johnston requested that the City Manager prepare an ordinance invoking a second Zoning-in-Progress (ZIP) doctrine to address the proliferation of parking variance requests in Key West; and

WHEREAS, previously, the City Commission invoked a 360-day ZIP through the passage of Ordinance No. 13-20, which started on November 6, 2013 and ended November 1, 2014; and

WHEREAS, during the invocation of such a ZIP, the City is unable to accept or process any variance applications involving a reduction in required parking or substituting vehicular spaces for bicycle parking; and

WHEREAS, the new ZIP would begin as of the first reading of the ordinance by City Commission on February 18, 2015 and would remain in effect for 360 days, or until new or amended LDRs are adopted, whichever occurs first.

WHEREAS, the Planning Board conducted a public hearing on February 4, 2015 regarding the proposed ordinance and by a unanimous 7-0 vote recommended that the City Commission not pass or adopt a second ZIP for parking variances and bicycle substitutions.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING BOARD OF THE

CITY OF KEY WEST, FLORIDA:

Section 1. That the above recitals are incorporated by reference as if fully set forth herein.

Section 2. The Planning Board, by a unanimous 7-0 vote, recommended that the City Commission not pass or adopt an ordinance invoking a second ZIP doctrine for parking variances and bicycle substitutions.

Section 3. This resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Board.

Read and passed on first reading at a regularly scheduled meeting held this 4th day of February, 2015.

Authenticated by the Chairman of the Planning Board and the Acting Planning Director.


Richard Klitznick, Planning Board Chairman

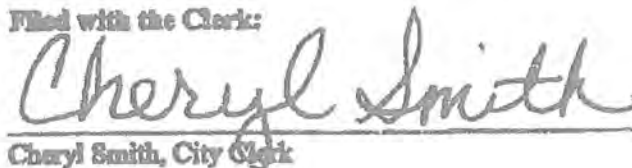
2/18/2015
Date

Attest:


Kevin Bond, AICP, Acting Planning Director

2/16/2015
Date

Filed with the Clerk:


Cheryl Smith, City Clerk

2-19-15
Date

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

In re: AN ORDINANCE OF THE CITY
COMMISSION OF THE CITY OF
KEY WEST, FLORIDA, ORDINANCE NO. 15-05

RECEIVED
CITY CLERK'S OFFICE
2015 OCT 16 PM 3:34
CITY OF KEY WEST
KEY WEST, FLORIDA

FINAL ORDER
APPROVING CITY OF KEY WEST ORDINANCE NO. 15-05

The Department of Economic Opportunity ("Department") hereby issues its Final Order, pursuant to § 380.05(6), Florida Statutes, approving land development regulations adopted by City of Key West, Florida, Ordinance No. 15-05 (the "Ordinance").

FINDINGS OF FACT

1. The City of Key West is designated by Chapter 28-36, Florida Administrative Code, and pursuant to §380.05, Florida Statutes, as an area of critical state concern.
2. The Ordinance was adopted by Key West, on August 21, 2015, and rendered to the Department on August 31, 2015.
3. The Ordinance, invoking the Zoning in Progress Doctrine, provides time for the City of Key West to review existing land development regulations to determine whether there is a need to adopt amended off-street parking requirements and other relevant land development regulations within the City.

CONCLUSIONS OF LAW

4. The Department is required to approve or reject land development regulations that are adopted by any local government in an area of critical state concern. § 380.05(6), Florida Statutes

5. "Land development regulations" include local zoning, subdivision, building, and other regulations controlling the development of land. § 380.031(8), Fla. Stat. The regulations adopted by the Ordinance are land development regulations.

6. All land development regulations enacted, amended, or rescinded within an area of critical state concern must be consistent with the principles for guiding development for that area. § 380.05(6), Florida Statutes. The Principles for Guiding Development for the City of Key West is set forth in Rule 28-36 003, Florida Administrative Code.

7. The Ordinance is consistent with Policy 1-1.14.4 (Administer Land Use Controls), Policy 1-1.15.1 (Review the Impact of Change Indicators on Land Use Policy), and Policy 2-1.1.3 (Dense Urban Land Area) in the City of Key West Comprehensive Plan.

8. The Ordinance is consistent with the Principles for Guiding Development in Rule 28-36 003, as a whole, and is specifically consistent with the following Principles:

(1)(a) Strengthen local government capabilities for managing land use and development.

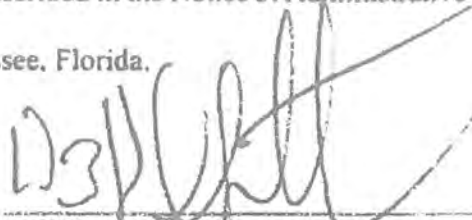
(1)(e) Protection of the historical heritage of Key West and the Key West Historical Preservation District;

(1)(h) Protection of the public health, safety, welfare and economy of the City of Key West and the maintenance of Key West as a unique Florida resource.

WHEREFORE, IT IS ORDERED that the Department finds that the City of Key West Ordinance No. 15-05 is consistent with the Principles for Guiding Development for the Florida Keys Area of Critical State Concern and is hereby APPROVED.

This Order becomes effective 21 days after publication in the Florida Administrative Register unless a petition is timely filed as described in the Notice of Administrative Rights below.

DONE AND ORDERED in Tallahassee, Florida.



William B. Killingsworth, Director
Division of Community Development
Department of Economic Opportunity

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS ORDER HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

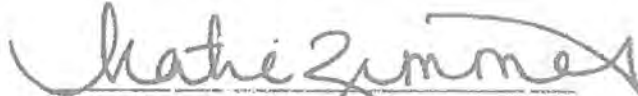
ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF THE FINAL ORDER BEING PUBLISHED IN THE FLORIDA ADMINISTRATIVE REGISTER. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF THE FINAL ORDER BEING PUBLISHED IN THE FLORIDA ADMINISTRATIVE REGISTER.

CERTIFICATE OF FILING AND SERVICE

I HEREBY CERTIFY that the original of the foregoing Final Order has been filed with the undersigned designated Agency Clerk, and that true and correct copies have been furnished to the following persons by the methods indicated this 12th day of October, 2015.



Katie Zimmer, Agency Clerk
Department of Economic Opportunity
107 East Madison Street, MSC 110
Tallahassee, FL 32399-4128

By Certified U.S. Mail:

Honorable Craig Cates
Mayor, City of Key West
3126 Flagler Ave.
Key West, FL 33040

Thaddeus Cohen, Director
Planning and Zoning Department
City of Key West
3140 Flagler Ave.
Key West, FL 33040

Cheri Smith, Clerk
City of Key West
3126 Flagler Ave.
Key West, FL 33040