

Application



DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION

CITY OF KEY WEST, FLORIDA • PLANNING DEPARTMENT

Address: 1300 White Street • Key West, Florida 33040

Phone: 305-809-3764

Website: www.cityofkeywest-fl.gov

Fees listed below include a \$341.78 advertising/noticing fee and a \$121.55 fire review fee where applicable. Any Major or Minor Development Plan returned to the Planning Board after initial approval will require a new application fee equivalent to one-half of the current fee schedule

Development Plan and Conditional Use Application Fee Schedule	
Development Plan	
Minor Development Plan	
Within Historic District Total Application Fee	\$ 3,745.19
Outside Historic District Total Application Fee	\$ 3,015.88
Conditional Use Total Application Fee	\$ 1,800.38
Extension Total Application Fee	\$ 1,071.07
Major Development Plan Total Application Fee	
Conditional Use Total Application Fee	\$ 1,800.38
Extension Total Application Fee	\$ 1,071.07
Administrative Modification Fee	\$ 882.00
Minor Modification Fee	\$ 1,681.31
Major Modification Fee	\$ 2,839.21
Conditional Use (not part of a development plan) Total Application Fee	\$ 3,502.09
Extension (not part of a development plan) Total Application Fee	\$ 1,071.07
Revision or Addition (not part of a development plan) Fee	\$ 2,205.00

Applications will not be accepted unless complete

<u>Development Plan</u>	<u>Conditional Use</u>	<u>Historic District</u>
Major _____	_____	Yes _____
Minor <u>X</u>		No <u>X</u>

Please print or type:

- 1) Site Address: 711 Eisenhower Dr.
- 2) Name of Applicant: Smith Hawks, PL
- 3) Applicant is:
 Property Owner: _____
 Authorized Representative: X
 (attached Authorization and Verification Forms must be completed)
- 4) Address of Applicant: 138 Simonton St., Key West, FL 33040
- 5) Applicant's Phone #: 305-296-7227 Email: aj@smithhawks.com / bart@smithhawks.com
- 6) Email Address: aj@smithhawks.com / bart@smithhawks.com
- 7) Name of Owner, if different than above: Garrison Bight SMI LLC & the City of Key West
- 8) Address of Owner: 17330 Preston Rd., Ste 220A, Dallas, TX 75252 & 1300 White St., Key West, FL 33040

9) Owner Phone #: GB: 305-788-8335 City: 305-809-3783 Email: GB: dfiller@suntex.com
10) Zoning District of Parcel: CG & PS RE# 00023130-000000 & 00072082-002900 & 00072070-000000 (partial)

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).

Remove large boat barn in disrepair and replace with boat racks. The redevelopment proposed will reduce the total number of boat racks thereby reducing parking demand. The proposal also includes reductions in non compliant impervious surface and adds significant landscaped area to the property. The proposal brings other site statistics that are currently not in compliance with land development regulations into compliance, including height and setbacks.

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

If Yes: Date of approval _____ Resolution # _____

Attach resolution(s).

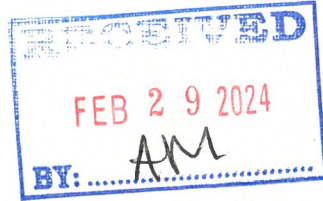
14) Are there any easements, deed restrictions or other encumbrances on the subject property?

Yes _____ No X

If Yes, describe and attach relevant documents.

- 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.
- D. For both *Conditional Uses* and *Development Plans*, one set of plans **MUST** be signed & sealed by an Engineer or Architect.

SMITH / HAWKS
ATTORNEYS AT LAW



Barton W. Smith, Esq.
Anthony J. Davila, Esq.
Telephone: (305) 296-7227
Email: Bart@smithhawks.com
AJ@smithhawks.com

VIA HAND DELIVERY

February 29, 2024

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

Re: **Garrison Bight SMI, LLC and City of Key West Application for Minor Development Plan**

Dear Katie,

Enclosed please find Garrison Bight SMI, LLC (“**Garrison Bight**”) and the City of Key West (the “**City**”, and together with Garrison Bight, the “**Applicant**”) Application for Minor Development Plan pursuant to Section 108-91(B)(1) of the City of Key West Code of Ordinances Land Development Regulations (“**LDRs**”) to approve a redesign that reduces building size, reduces impervious area, expands landscaping, and includes storm water management and handicapped accessibility improvements on the property located at 711 Eisenhower, Key West, FL 33040 with RE #s 00023130-000000, which is owned by Garrison Bight, 00072082-002900 and a portion of 00072070-000000, which are owned by the City (all together, the “**Property**”).

Garrison Bight’s position is that the proposed redesign significantly reduces the outdoor commercial area at the Property and does not trigger any of the minor development requirements of the LDRs and should only require a building permit. However, planning staff has taken the position it requires a minor development plan. Garrison Bight is submitting this application in conformity with planning staff’s position. However, Garrison Bight reserves its right to assert that the redesign proposed herein does not require minor development plan approval under Section 108-91(B)(1)(c) of the LDRs as the redesign does not propose an *addition* of outdoor commercial area at the Property. Instead, the proposed redesign significantly reduces the outdoor commercial area at the Property.

The Property is currently developed with Thai Island Restaurant and a marina over submerged lands leased by the City to Garrison Bight. The restaurant and “wet” marina portions of the Property are not proposed to be changed. The Property also contains on the upland portion 242 dry slips on metal racks and a covered open-air boat barn. The upland portion of the marina is proposed to be improved and reorganized, as shown on the Site Plans, to improve the workability and conditions of the upland operations. The large boat barn in the center of the Property is deteriorating and a constant concern during hurricane season. Previous owners have placed boat racks around the boat barn, which makes the site tight and difficult to navigate for the marina operators and guests.

The proposal is to reduce the number of dry slips from 242 currently existing to a maximum number of 230 dry slips (201 on racks), thereby reducing the nonconforming parking. In addition to improving the functionality and safety of the Property, nearly all site statistics will be improved. The proposal includes the following, as shown in the site plans submitted:

- Storm water management system improvements that will be compliant with current regulations and reduce runoff.
- Reduction of over 7,000 square feet of impervious surface on the Property.
- Removal of the boat barn structure that exceeds the permitted building height in the zoning district.
- Addition of significant landscaping, mostly near the boundaries of the Property, to beautify the Garrison Bight Causeway and Eisenhower Drive and screen the operations at the Property.
- Eliminates encroachments into setbacks along Eisenhower Drive and the Southeast property line (except existing residential building to remain).
- Improves handicap accessibility and general accessibility by improving the ground surface that is currently in disrepair.

The Applicant respectfully requests that the minor development plan be approved.

Thank you for your consideration and please do not hesitate to contact me with any questions.

Sincerely,

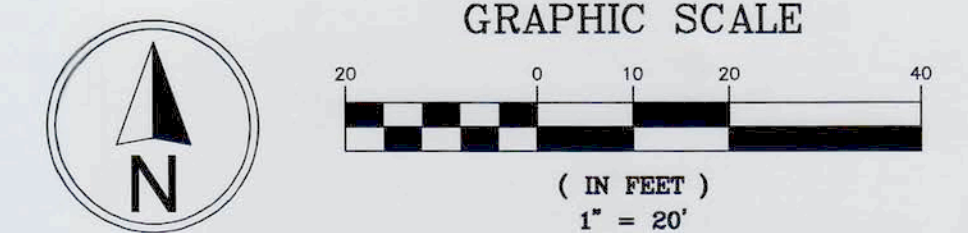
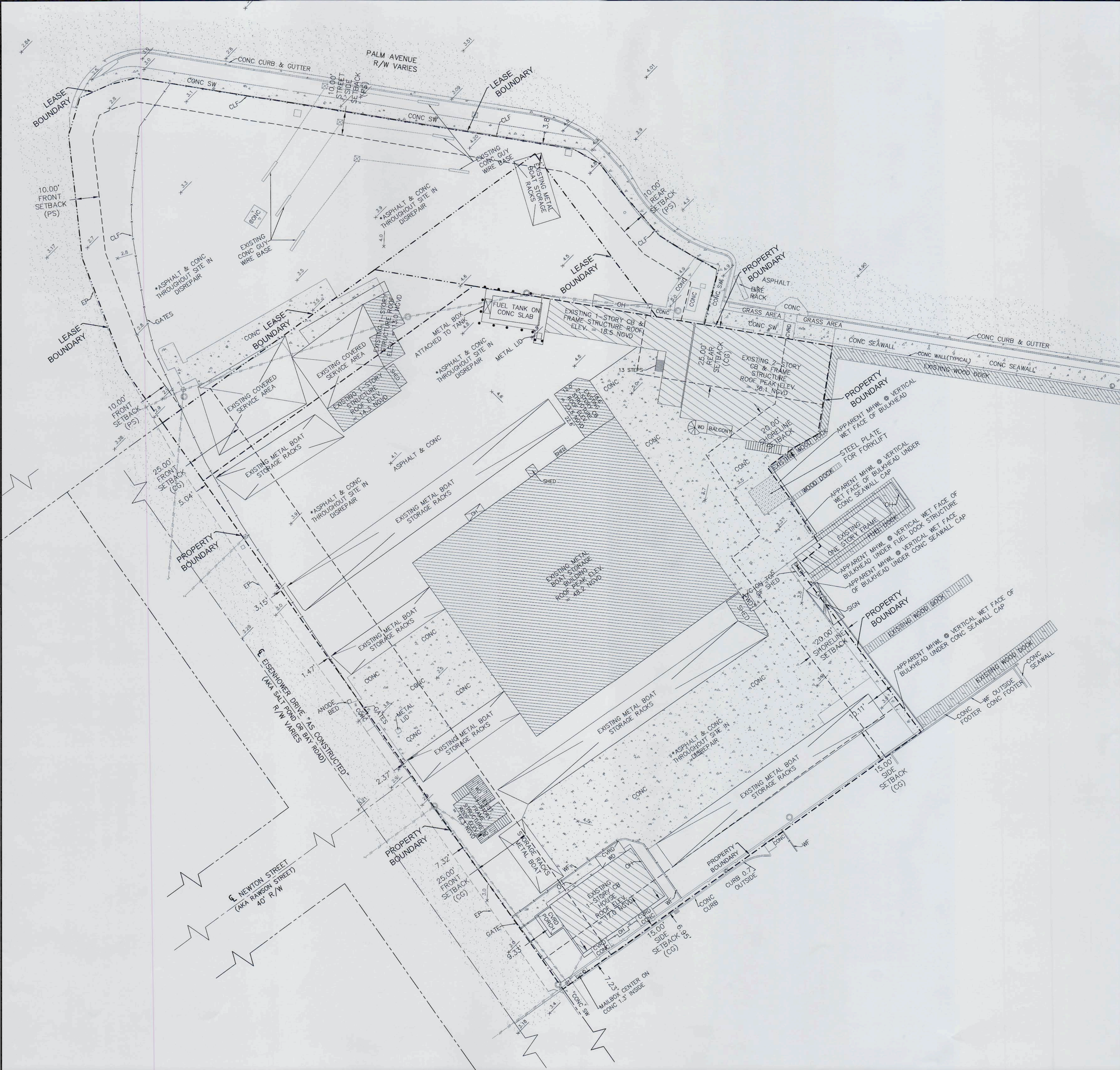

Anthony J. Davila

BWS/AJD/bg

Enclosures

Revised Plans

USER: mck PLOTTED THE 01-EXISTING LAYOUT OF W:\2022\22021_002 Garrison Bight Marina\GarrisonBight_AdminMod... (s 2024-05-15).dwg, On May 15, 2024 @ 4:15pm



PROJECT DATA:

PROJECT: GARRISON BIGHT MARINA
711 EISENHOWER DRIVE
KEY WEST, FLORIDA 33040

OWNERSHIP: GARRISON BIGHT SMI LLC
17330 PRESTON ROAD
DALLAS, TEXAS 75252

ENGINEER: THE WEILER ENGINEERING CORPORATION (WEC)
MICHAEL J. GIARDULLO P.E. NO. 70676
201 W. MARION AVE., SUITE 1306
PUNTA GORDA, FLORIDA 33950
941.505.1700

SURVEYOR: FLORIDA KEYS LAND SURVEYING (FKLS)
ERIC A. ISSACOS, PSM 6783
21460 OVERSEAS HIGHWAY, SUITE 4
CUDJOE KEY, FL 33042
(305) 394-3690

SEWER UTILITY: CITY OF KEY WEST
WATER UTILITY: FLORIDA KEYS AQUEDUCT AUTHORITY (FKAA)
WASTE COLLECTION: WASTE MANAGEMENT (WM)
DATUM: N.G.V.D. 29 (PER SURVEY)

LOT COVERAGE SUMMARY:

Category	Area (SF)	Area (AC)	Percentage (%)
TOTAL UPLAND AREA (OWNED AND LEASED)	77,055.1 SF	1.77 AC	100.00 %
EXISTING LOT COVERAGE			
EXISTING BUILDINGS	18,765.1 SF	0.43 AC	24.35 %
EXISTING BOAT RACKS	7,207.4 SF		
EXISTING ASPHALT AND CONCRETE	27,370.2 SF		
EXISTING FENCE	476.0 SF		
EXISTING POWER POLES	102.9 SF		
EXISTING LOT COVERAGE AREA	53,921.6 SF	1.24 AC	69.98 %
EXISTING OPEN SPACE AREA	23,133.5 SF	0.53 AC	30.02 %

LEGEND:

PROPERTY BOUNDARY	---
LEASE BOUNDARY	- - - -
SETBACK	----
EXISTING POWER LINES	----
EXISTING ASPHALT	▨
EXISTING CONCRETE	▩
EXISTING BUILDING	▧
EXISTING WOOD DOCK	▦
EXISTING FENCE	▬
EXISTING SPOT ELEVATION	× ##

Design: AM
Drawn: JNB
Checked: AM/JUG

Approved By: _____
Scale: 1" = 20'
Job No: 22021_002
Date Issued: 05-15-2024

WELER ENGINEERING CORPORATION
30 Years of Excellence
WEC
alliance in engineering
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PUNTA GORDA, FLORIDA 33950
941.505.1700
BE #6656

**EXISTING CONDITIONS
for
GARRISON BIGHT MARINA**

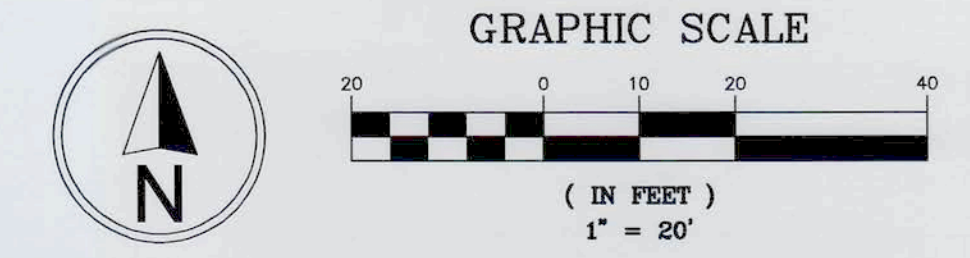
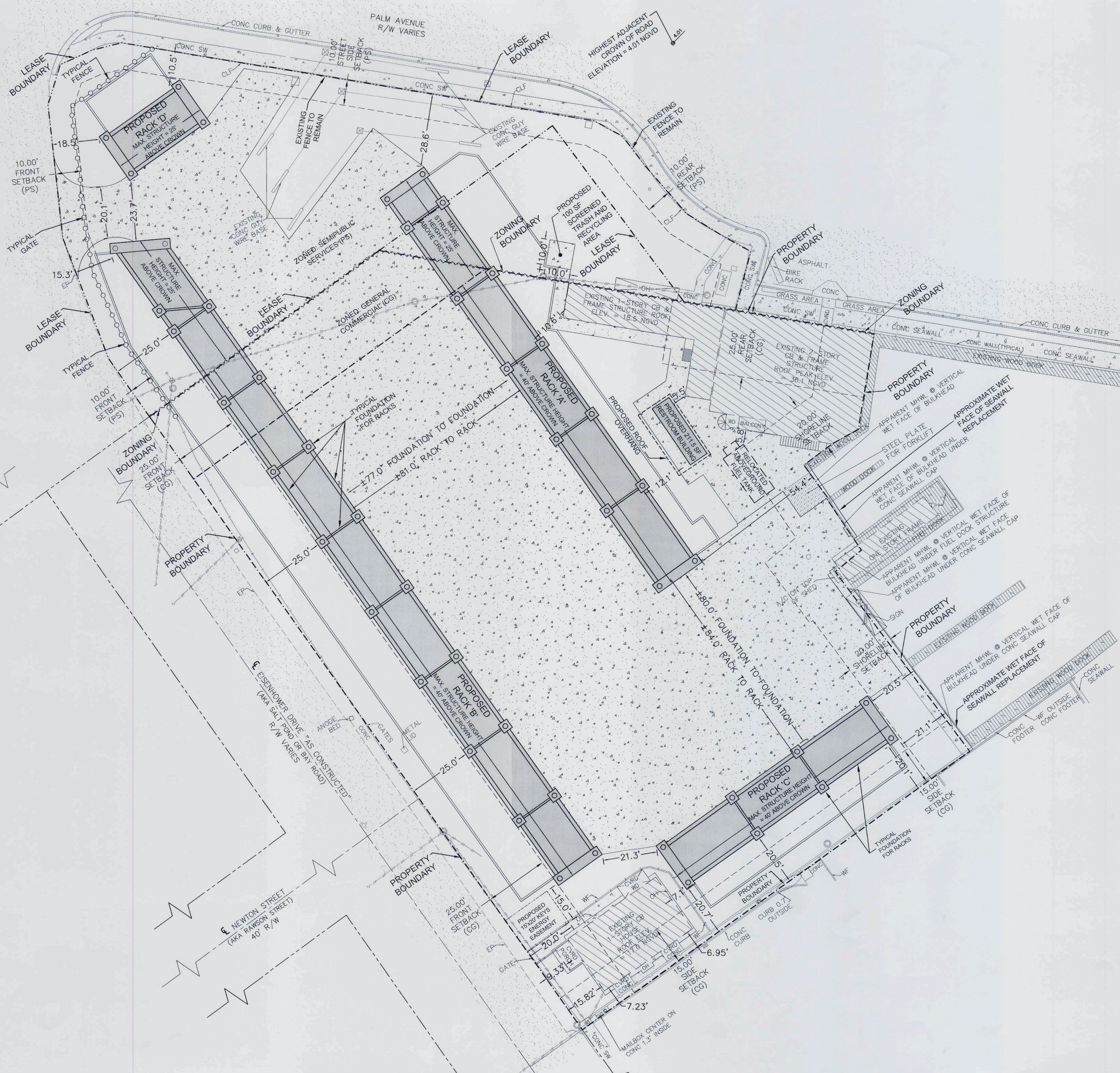
Revisions	Description

THIS SHEET IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF THE REGISTERED ENGINEER.

Michael J. Giardullo
Professional Engineer
State of Florida
Registration No. 70676

EXHIBIT ONLY - NOT FOR CONSTRUCTION

USER: nick PLOTTED THE 02-SITE-MOD_LAYOUT OF W:\2022\22021.002 Garrison Bight\DWG\GarrisonBight_AdminMod_L (s 2024-05-15).dwg, ON May 15, 2024 @ 4:17pm



PROJECT DATA:

PROJECT: GARRISON BIGHT MARINA
711 EISENHOWER DRIVE
KEY WEST, FLORIDA 33040

OWNERSHIP: GARRISON BIGHT SMI LLC
17330 PRESTON ROAD
DALLAS, TEXAS 75252

ENGINEER: THE WEILER ENGINEERING CORPORATION (WEC)
MICHAEL J. GIARDULLO P.E. NO. 70676
201 W. MARRON AVE, SUITE 1306
PUNTA GORDA, FLORIDA 33950
941.505.1700

SURVEYOR: FLORIDA KEYS LAND SURVEYING (FKLS)
ERIC A. ISSACS, PSM 6783
21460 OVERSEAS HIGHWAY, SUITE 4
CUDJUE KEY, FL 33042
(305) 394-3690

SEWER UTILITY: CITY OF KEY WEST
WATER UTILITY: FLORIDA KEYS AQUEDUCT AUTHORITY (FKAA)
WASTE COLLECTION: WASTE MANAGEMENT (WM)
DATUM: N.G.V.D. 29 (PER SURVEY)

LOT COVERAGE SUMMARY:

TOTAL UPLAND AREA (OWNED AND LEASED)	77,055.1 SF	1.77 AC	100.00 %
EXISTING DEVELOPMENT			
EXISTING BUILDINGS	18,765.1 SF	0.43 AC	24.35 %
EXISTING BOAT RACKS	7,207.4 SF		
EXISTING ASPHALT AND CONCRETE	27,370.2 SF		
EXISTING FENCE	476.0 SF		
EXISTING POWER POLES	102.9 SF		
EXISTING LOT COVERAGE AREA	53,921.6 SF	1.24 AC	69.98 %
EXISTING OPEN SPACE AREA	23,133.5 SF	0.53 AC	30.02 %
PROPOSED DEVELOPMENT			
EXISTING BUILDINGS TO REMAIN	5,452.7 SF	0.13 AC	7.08 %
EXISTING POWER POLES TO REMAIN	97.2 SF		
EXISTING CONCRETE TO REMAIN	595.8 SF		
EXISTING FENCE TO REMAIN	454.4 SF		
PROPOSED RESTROOM BUILDING	211.5 SF		
PROPOSED BOAT RACKS	11,878.8 SF		
PROPOSED CONCRETE	33,492.4 SF		
PROPOSED FENCE	116.4 SF		
PROPOSED LOT COVERAGE AREA	52,299.2 SF	1.20 AC	67.87 %
PROPOSED OPEN SPACE AREA	24,755.9 SF	0.57 AC	32.13 %

LEGEND:

PROPERTY BOUNDARY	---
LEASE BOUNDARY	- - - - -
ZONING BOUNDARY	~ ~ ~ ~ ~
SETBACK	----
EXISTING POWER LINES	----
EXISTING ASPHALT	----
EXISTING CONCRETE	----
EXISTING BUILDING	----
EXISTING WOOD DOCK	----
EXISTING FENCE	----
PROPOSED CONCRETE	----
PROPOSED BUILDING & BOAT RACKS FOR LOT COVERAGE SUMMARY	----
PROPOSED FENCE	----

OVERALL SITE DATA TABLE:

	CODE REQUIREMENT	EXISTING	PROPOSED	VARIANCE REQUESTED
ZONING	PS & CG			
FLOOD ZONES	A6B, A7, A8B			
SIZE OF SITE	77,055.1 SF OR 1.77 AC			
HEIGHT	40' (CG) 25' (PS)	44.19' (CG) 0' (PS)	40' (CG) 25' (PS)	NO
FRONT SETBACK	25' (CG) 20' (PS)	1.47'	9.33'	NO
SIDE SETBACK	10' (CG) 10' (PS)	6.95'	6.95'	NO
STREET SIDE SETBACK	20' (CG) 10' (PS)	3.8'	10.0'	NO
REAR SETBACK	25' (CG) 10' (PS)	0.0'	0.0'	NO
COMMERCIAL FLOOR AREA	MAX. 61,644 SF	17,031.2 SF	6,511.9 SF	NO
F.A.R. (COMMERCIAL)	0.8	0.22	0.08	NO
BUILDING COVERAGE	40% (CG) 40% (PS)	24.35 %	7.35 %	NO
IMPERVIOUS SURFACE	60% (CG) 60% (PS)	69.98 %	56.32 %	NO
PARKING	MARINA: 1 PER 4 BOAT SLIPS 218 SLIPS / 4 = 54.5 SPACES RESTAURANT: 1 PER 45 SF OF CONSUMPTION AREA 4,167 SF / 45 = 92.6 54.5 + 92.6 = 147.1 = 148 SPACES REQUIRED	0	0	NO
ACCESSIBLE PARKING	5	0	0	NO
BICYCLE PARKING	38	0	0	NO
OPEN SPACE / LANDSCAPING	MIN. 20.0%	30.02 %	32.13 %	NO
RESIDENTIAL UNITS	MAX. 16 PER AC	3	2	NO
RESTAURANT CONSUMPTION AREA	MAX. 61,644 SF	4,167 SF	4,167 SF	NO

NOTE: EXISTING PROPERTY HAS A TOTAL OF 248 BOAT SLIPS WHILE THE PROPOSED PROPERTY WILL HAVE A TOTAL OF 218 BOAT SLIPS, FOR A REDUCTION OF 30 BOAT SLIPS TOTAL.

EXHIBIT ONLY - NOT FOR CONSTRUCTION

Design: AM
Drawn: JNB
Checked: AM/MJG

Approved By: 1" = 20'
Scale: 22021.002
Job No: 05-15-2024
Date issued: 05-15-2024

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PUNTA GORDA, FLORIDA 33950
941.505.1700
FB #6656

SITE PLAN for GARRISON BIGHT MARINA

Revisions: [Table with 2 columns: Description, Date]

Professional Engineer
MICHAEL J. GIARDULLO
No 70676
05-15-2024
FLORIDA PROFESSIONAL ENGINEER

Michael J. Giardullo
Professional Engineer
State of Florida
Registration No. 70676

Sheet No. C-2.00

USER: mick PLOTTED THE 02_1--SITE--DATA--EXHIBIT LAYOUT OF W:\2022\22021.002 Garrison Bight\DWG\GarrisonBight\AdminMod_(ss 2024-05-15).dwg, ON May 15, 2024 @ 4:17pm

LEASED PROPERTY SITE DATA TABLE:

	CODE REQUIREMENT	EXISTING	PROPOSED	VARIANCE REQUESTED
ZONING	PS			
FLOOD ZONES	AE7 & AE8			
SIZE OF SITE	21,413.5 SF OR 0.49 AC			
HEIGHT	25' (PS)	0' (PS)	25' (PS)	NO
FRONT SETBACK	20' (PS)	19.88'	15.3'	NO
SIDE SETBACK	10' (PS)	N/A	N/A	NO
STREET SIDE SETBACK	10' (PS)	3.8'	10.5'	NO
REAR SETBACK	10' (PS)	10.0'	10.0'	NO
COMMERCIAL FLOOR AREA	MAX. 61,644 SF	17,031.2 SF	6,511.9 SF	NO
F.A.R. (COMMERCIAL)	0.8	0.22	0.08	NO
BUILDING COVERAGE	40% (PS)	9.39 %	0.24 %	NO
IMPERVIOUS SURFACE	60% (PS)	52.48 %	40.15 %	NO
PARKING	SEE OVERALL SITE DATA TABLE	-	-	NO
ACCESSIBLE PARKING	SEE OVERALL SITE DATA TABLE	-	-	NO
BICYCLE PARKING	SEE OVERALL SITE DATA TABLE	-	-	NO
OPEN SPACE / LANDSCAPING	MIN. 20.0%	47.52 %	75.95 %	NO
RESIDENTIAL UNITS	MAX. 16 PER AC	3	2	NO
RESTAURANT CONSUMPTION AREA	MAX. 61,644 SF	4,167 SF	4,167 SF	NO

OWNED PROPERTY DATA TABLE:

	CODE REQUIREMENT	EXISTING	PROPOSED	VARIANCE REQUESTED
ZONING	PS & CG			
FLOOD ZONES	AE6, AE7 & AE8			
SIZE OF SITE	55,641.6 SF OR 1.28 AC			
HEIGHT	40' (CG) 25' (PS)	44.19' (CG) 0' (PS)	40' (CG) 25' (PS)	NO
FRONT SETBACK	25' (CG) 20' (PS)	1.47'	9.33'	NO
SIDE SETBACK	10' (CG) 10' (PS)	6.95'	6.95'	NO
STREET SIDE SETBACK	20' (CG) 10' (PS)	N/A	N/A	NO
REAR SETBACK	25' (CG) 10' (PS)	0.0'	0.0'	NO
COMMERCIAL FLOOR AREA	MAX. 61,644 SF	17,031.2 SF	6,511.9 SF	NO
F.A.R. (COMMERCIAL)	0.8	0.22	0.08	NO
BUILDING COVERAGE	40% (CG) 40% (PS)	31.62 %	10.68 %	NO
IMPERVIOUS SURFACE	60% (CG) 60% (PS)	78.48 %	64.17 %	NO
PARKING	SEE OVERALL SITE DATA TABLE	-	-	NO
ACCESSIBLE PARKING	SEE OVERALL SITE DATA TABLE	-	-	NO
BICYCLE PARKING	SEE OVERALL SITE DATA TABLE	-	-	NO
OPEN SPACE / LANDSCAPING	MIN. 20.0%	21.52 %	23.20 %	NO
RESIDENTIAL UNITS	MAX. 16 PER AC	3	2	NO
RESTAURANT CONSUMPTION AREA	MAX. 61,644 SF	4,167 SF	4,167 SF	NO

OVERALL SITE DATA TABLE:

	CODE REQUIREMENT	EXISTING	PROPOSED	VARIANCE REQUESTED
ZONING	PS & CG			
FLOOD ZONES	AE6, AE7, AE8			
SIZE OF SITE	77,055.1 SF OR 1.77 AC			
HEIGHT	40' (CG) 25' (PS)	44.19' (CG) 0' (PS)	40' (CG) 25' (PS)	NO
FRONT SETBACK	25' (CG) 20' (PS)	1.47'	9.33'	NO
SIDE SETBACK	10' (CG) 10' (PS)	6.95'	6.95'	NO
STREET SIDE SETBACK	20' (CG) 10' (PS)	3.8'	10.0'	NO
REAR SETBACK	25' (CG) 10' (PS)	0.0'	0.0'	NO
COMMERCIAL FLOOR AREA	MAX. 61,644 SF	17,031.2 SF	6,511.9 SF	NO
F.A.R. (COMMERCIAL)	0.8	0.22	0.08	NO
BUILDING COVERAGE	40% (CG) 40% (PS)	24.35 %	7.35 %	NO
IMPERVIOUS SURFACE	60% (CG) 60% (PS)	69.98 %	56.32 %	NO
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ACCESSIBLE PARKING	5	0	0	NO
BICYCLE PARKING	38	0	0	NO
OPEN SPACE / LANDSCAPING	MIN. 20.0%	30.02 %	32.13 %	NO
RESIDENTIAL UNITS	MAX. 16 PER AC	3	2	NO
RESTAURANT CONSUMPTION AREA	MAX. 61,644 SF	4,167 SF	4,167 SF	NO

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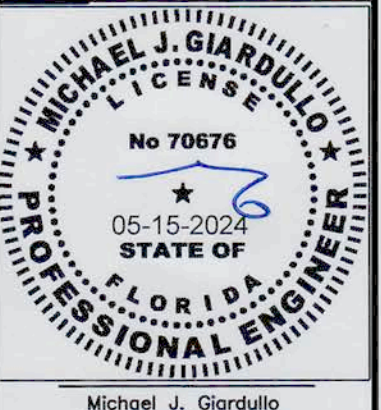
Approved By:
 Scale: 1" = 20'
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SITE DATA EXHIBIT
 for
 GARRISON BIGHT MARINA

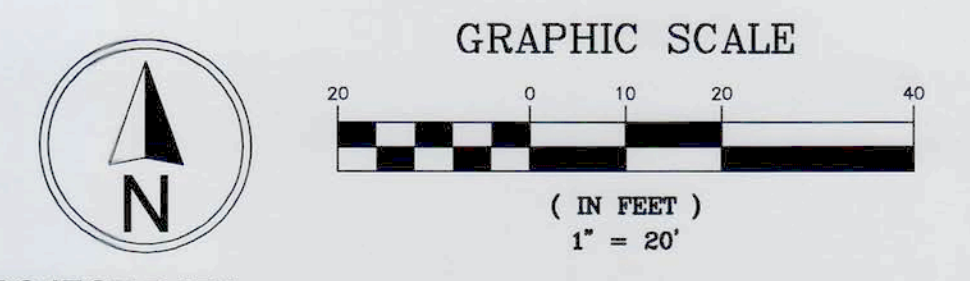
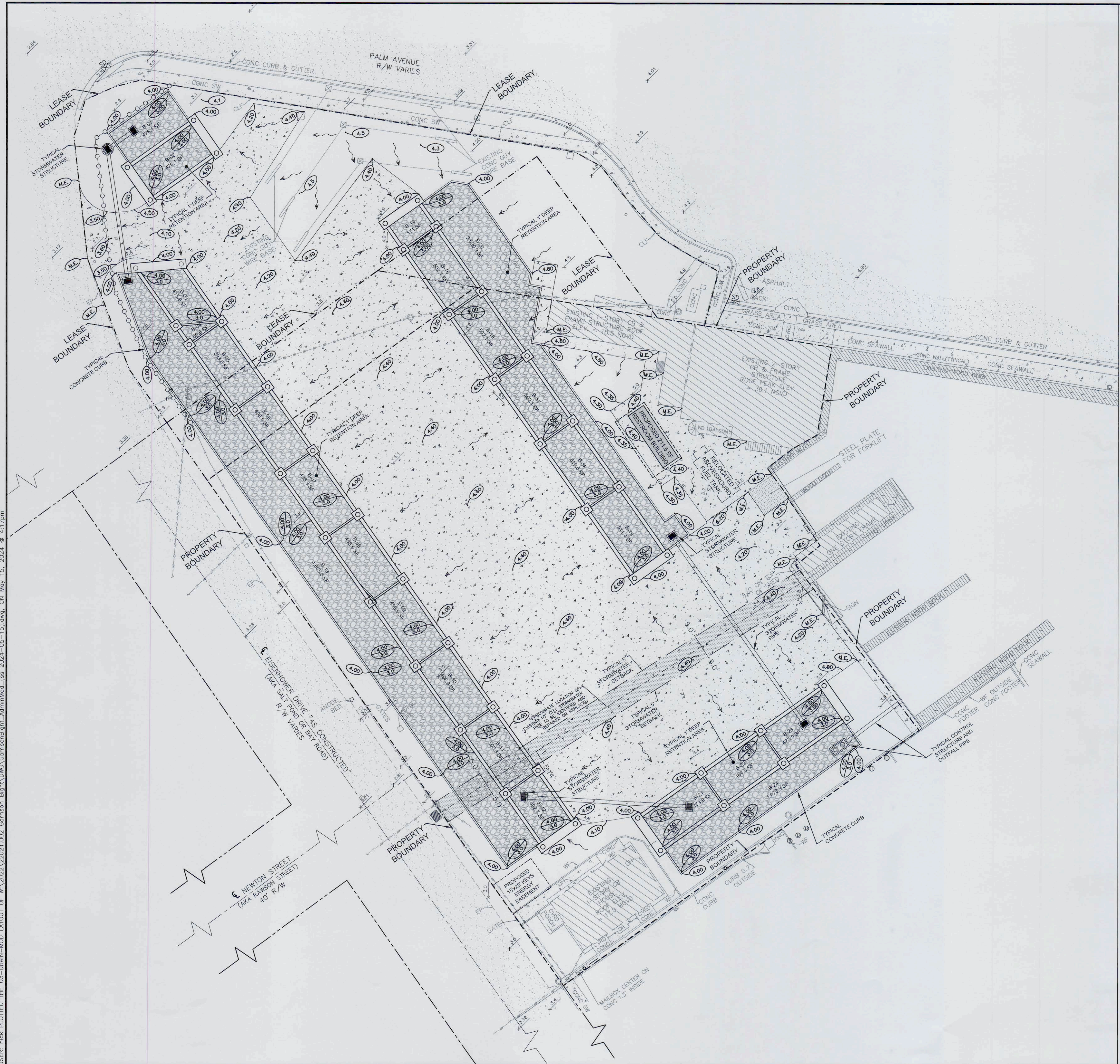
Revisions	Description

THIS SHEET IS NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED ENGINEER.



Michael J. Giardullo
 Professional Engineer
 State of Florida
 Registration No. 70676

EXHIBIT ONLY - NOT FOR CONSTRUCTION



PROJECT DATA:

PROJECT: GARRISON BIGHT MARINA
711 EISENHOWER DRIVE
KEY WEST, FLORIDA 33040

OWNERSHIP: GARRISON BIGHT SMI LLC
17330 PRESTON ROAD
DALLAS, TEXAS 75252

ENGINEER: THE WEILER ENGINEERING CORPORATION (WEC)
MICHAEL J. GIARDULLO P.E. NO. 70676
201 W. MARION AVE. SUITE 1306
PUNTA GORDA, FLORIDA 33950
941.505.1700

SURVEYOR: FLORIDA KEYS LAND SURVEYING (FKLS)
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21440 OVERSEAS HIGHWAY, SUITE 4
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(305) 394-3690

SEWER UTILITY: CITY OF KEY WEST

WATER UTILITY: FLORIDA KEYS AQUEDUCT AUTHORITY (FKAA)

WASTE COLLECTION: WASTE MANAGEMENT (WM)

DATUM: N.G.V.D. 29 (PER SURVEY)

IMPERVIOUS / PERVIOUS SUMMARY:

TOTAL UPLAND AREA (OWNED AND LEASED)	77,055.1 SF	1.77 AC	100.00 %
EXISTING DEVELOPMENT			
EXISTING BUILDINGS	18,765.1 SF		
EXISTING BOAT RACKS	7,207.4 SF		
EXISTING ASPHALT AND CONCRETE	27,370.2 SF		
EXISTING FENCE	476.0 SF		
EXISTING POWER POLES	102.9 SF		
EXISTING IMPERVIOUS AREA	53,921.6 SF	1.24 AC	69.98 %
EXISTING PERVIOUS AREA	23,133.5 SF	0.53 AC	30.02 %
PROPOSED DEVELOPMENT			
EXISTING BUILDINGS TO REMAIN	5,452.7 SF		
EXISTING POWER POLES TO REMAIN	97.2 SF		
EXISTING CONCRETE TO REMAIN	595.8 SF		
EXISTING FENCE TO REMAIN	454.4 SF		
PROPOSED RESTROOM BUILDING	211.5 SF		
PROPOSED BOAT RACKS	2,976.1 SF		
PROPOSED CONCRETE	33,492.4 SF		
PROPOSED FENCE	116.4 SF		
PROPOSED IMPERVIOUS AREA	43,396.5 SF	1.00 AC	56.32 %
PROPOSED PERVIOUS AREA	33,658.6 SF	0.77 AC	43.68 %

LEGEND:

PROPERTY BOUNDARY	---
LEASE BOUNDARY	- - - - -
EXISTING POWER LINES	—●—●—●—
EXISTING ASPHALT	▨
EXISTING CONCRETE	▩
EXISTING BUILDING	▧
EXISTING WOOD DOCK	▦
EXISTING FENCE	—+—+—+—
PROPOSED CONCRETE	▩
PROPOSED BUILDING	▧
PROPOSED FENCE	—+—+—+—
EXISTING SPOT ELEVATION	4.40
PROPOSED SPOT ELEVATION	4.40
PROPOSED SHEET FLOW DIRECTION	→

STORMWATER TREATMENT CALCULATIONS:

TREATMENT STORAGE CALCULATIONS
Garrison Bight
WEC Job No. 22021.002
REQUIRED TREATMENT VOLUME - PROPOSED DEVELOPMENT AREA

Storage Building Site Area (Above Ground Dry Retention)				
Zone	Pervious Area	Impervious Area	Building Area	Total Zone Area
Total Site (SF)	33,658.60	43,396.50	5,664.20	77,055.10
Total Site (ac)	0.77	1.00	0.13	1.77
Percentage of Total Area	43.68%	56.32%	7.35%	100.00%

Treatment Volume for Storage Building Site						
Phase I Development	2.5" Over % Impervious Area	1" Over Entire Basin Requirement	Greatest Retention	Credit for Retention	Discharge to OFW	Volume Required
Phase I (CF)	8,484.58	6,421.26	8,484.58	50%	150%	6,363.44
Phase I (ac-ft)	0.195	0.147	0.195			0.146

STAGE STORAGE POND

TOP ELEVATION	4.00	AREA	17250.50	0.40
BOTTOM ELEVATION	3.00	AREA	17250.50	
REQUIRED VOLUME		CU.FT.	6363.44	

ELEV NGVD	AREA SQ.FT.	VOLUME CU.FT.
3.42	17250.50	7245.21
3.40	17250.50	6900.20
3.38	17250.50	6555.19
3.36	17250.50	6210.18
3.34	17250.50	5865.17

CONTROL ELEVATION

Design: AM
Drawn: JNB
Checked: AM/AMG

Scale: 1" = 20'
Job No: 22021.002
Date Issued: 05-15-2024

Approved By: [Signature]

WEC excellence in engineering
30 Years of Service
201 W. MARION AVE, SUITE 1306
PUNTA GORDA, FLORIDA 33950
941.505.1700
FB #6656

DRAINAGE PLAN
for
GARRISON BIGHT MARINA

Revisions	Description

THIS SHEET IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA LICENSED ENGINEER.

MICHAEL J. GIARDULLO
No. 70676
05-15-2024
STATE OF FLORIDA
PROFESSIONAL ENGINEER

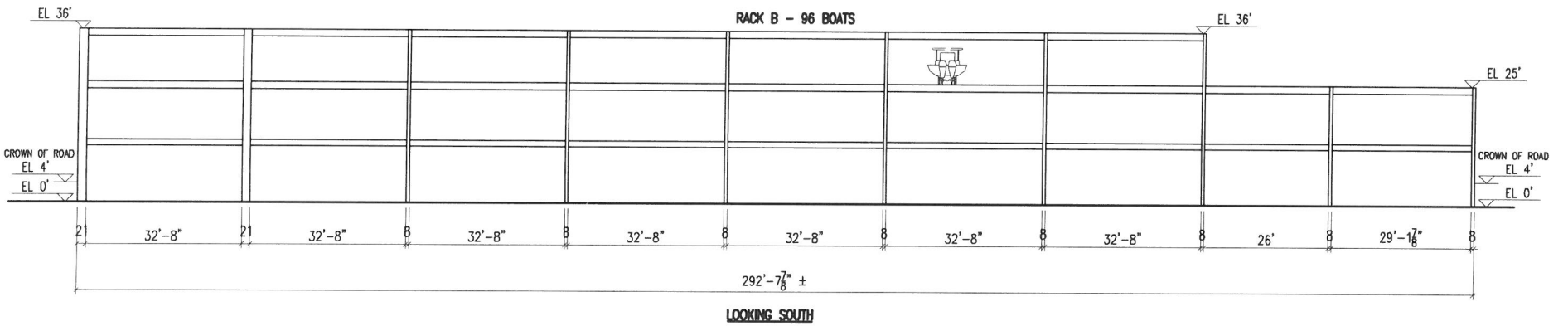
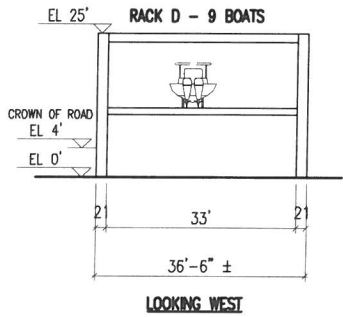
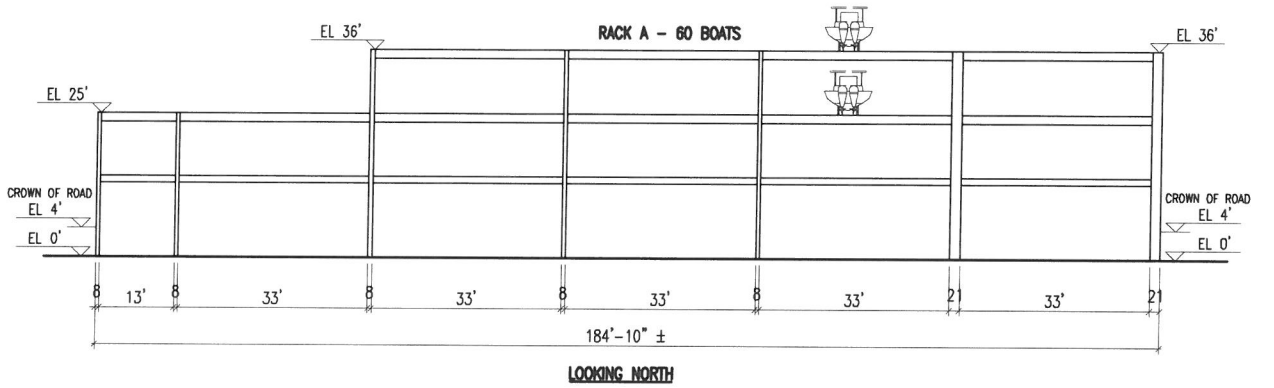
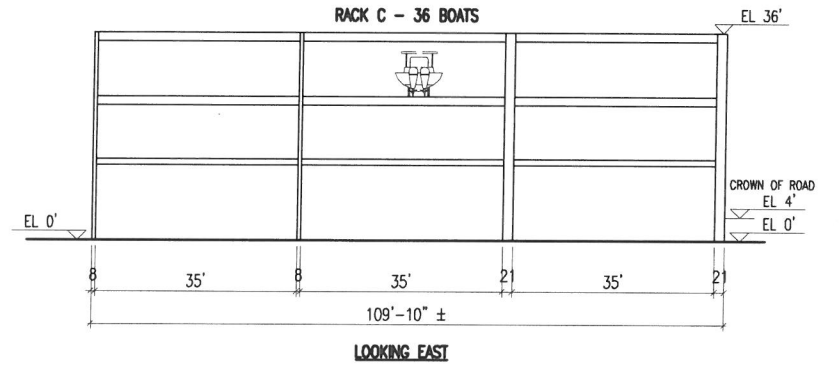
Michael J. Giardullo
Professional Engineer
State of Florida
Registration No. 70676

EXHIBIT ONLY - NOT FOR CONSTRUCTION

Sheet No. C-3.00

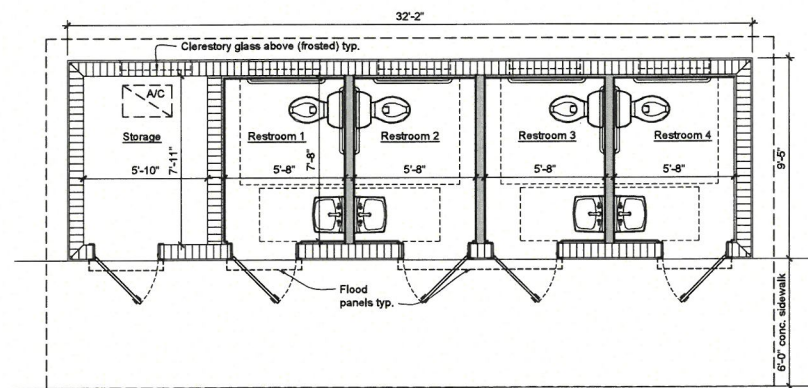
GARRISON BRIGHT MARINA

RACKS: TOTAL 201 BOATS
 ALL DIMENSIONS TO BE VERIFIED BY THE OWNERS
 ROOF & RACK PRODUCTS, LLC
 11-21-2023



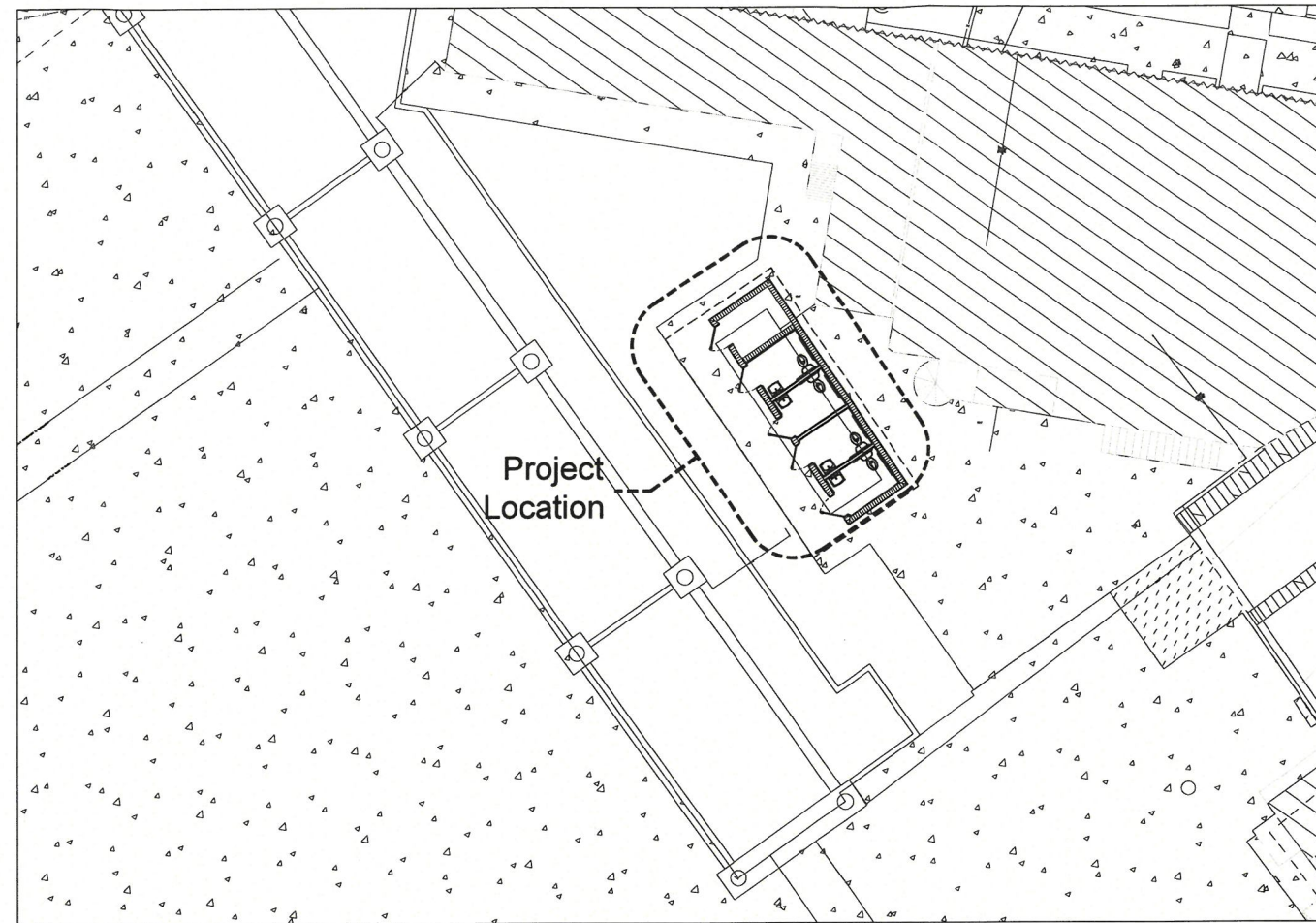
New Restroom Building For: Garrison Bight Marina

711 Eisenhower Drive
Key West, Florida 33040



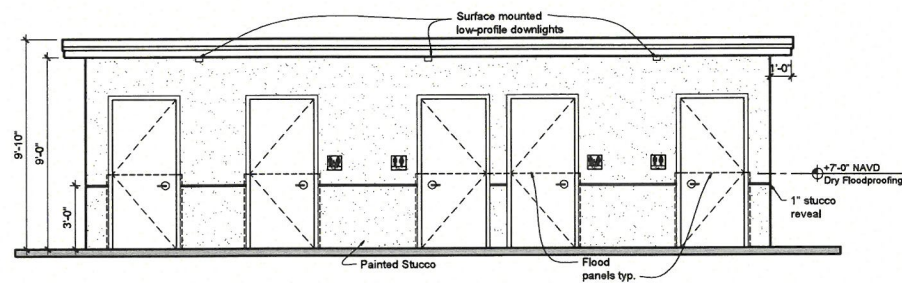
Construction Plan

Scale: 1/4"=1'-0"



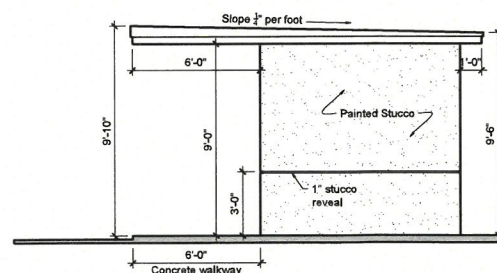
Partial Site Plan

Not to scale



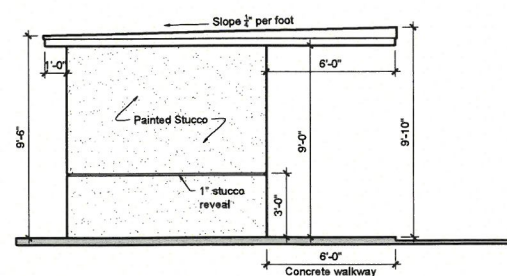
West Elevation

Scale: 1/4"=1'-0"



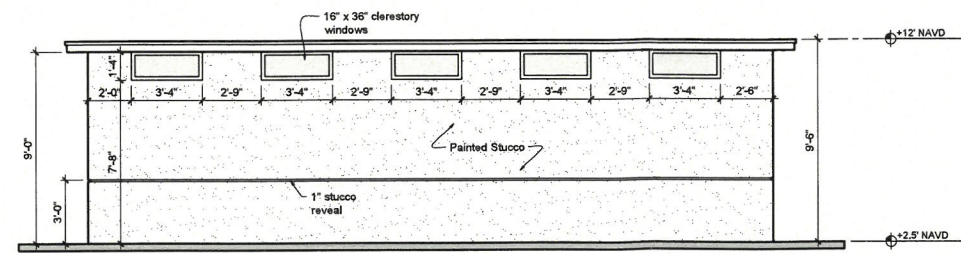
South Elevation

Scale: 1/4"=1'-0"



North Elevation

Scale: 1/4"=1'-0"



East Elevation

Scale: 1/4"=1'-0"

Scope of Work

New restroom building on existing marina site with 4 ADA compliant restrooms and storage room

Area Calculations

New Restroom Building Area = 303 s.f.

Architect

Architectural Alliance
612 S.W. 4th Avenue
Ft. Lauderdale, FL 33315

Phone (954) 764-8858 Ext. 12

Contact:
Patrick Gross, Project Manager
pgross@archall.net



ARCHITECTURAL
ALLIANCE
ARCHITECTURE

112 SW 4th Avenue Fort Lauderdale
Florida 33315 PH: 954 764 8858
FAX: 954 764 8858



Peter Meador Eberole
A R 0 0 1 1 6 3 8
Revision Dates

Project Name



New Restroom Building for:
Garrison Bight Marina
711 Eisenhower Drive
Key West, Florida 33040

Sheet Description

Construction
Plan /
Elevations

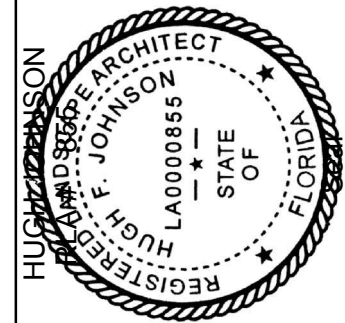
Release Date
05/17/2024

Project Number
24123A - pg

Sheet Number

A101

DRC Submission



5-31-24 CITY COMMENTS
6-11-24 CITY COMMENTS

Revision Dates

Landscape Plan
Garrison Bight Marina
711 Eisenhower Drive
Key West, Florida

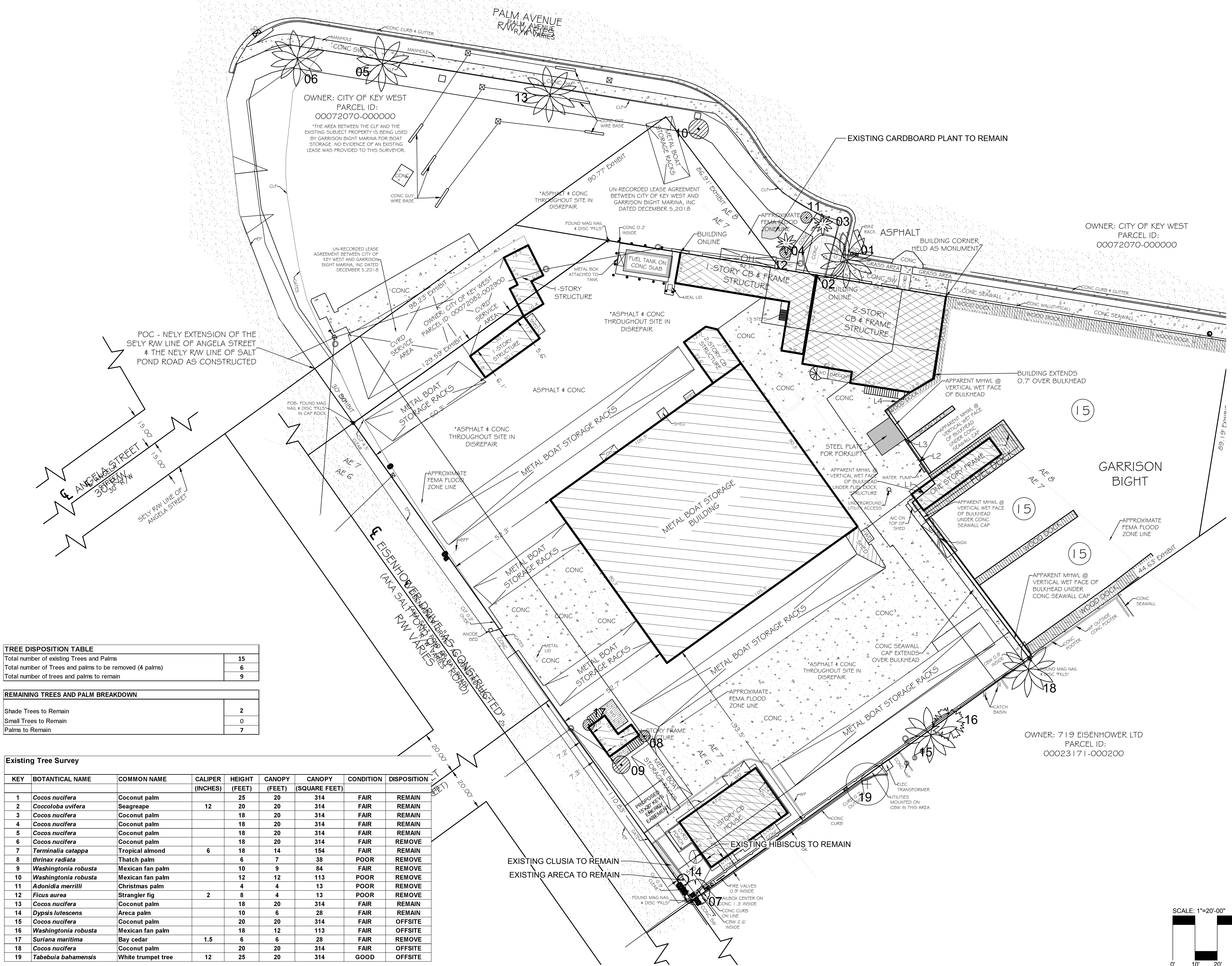
Sheet Description
Existing
Vegetation Survey
(Tree Disposition Plan)

Release Date
9-25-23

Project Number
2314B

Drawing Number
TD-1

Sheet 1 of 3



TREE DISPOSITION TABLE

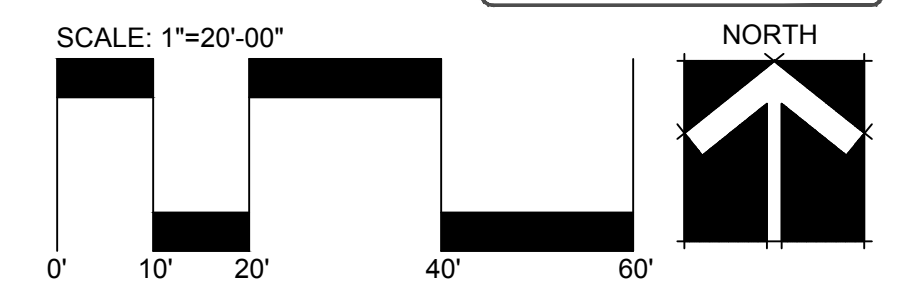
Total number of existing Trees and Palms	15
Total number of Trees and palms to be removed (4 palms)	6
Total number of trees and palms to remain	9

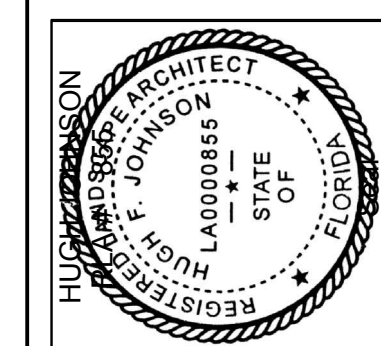
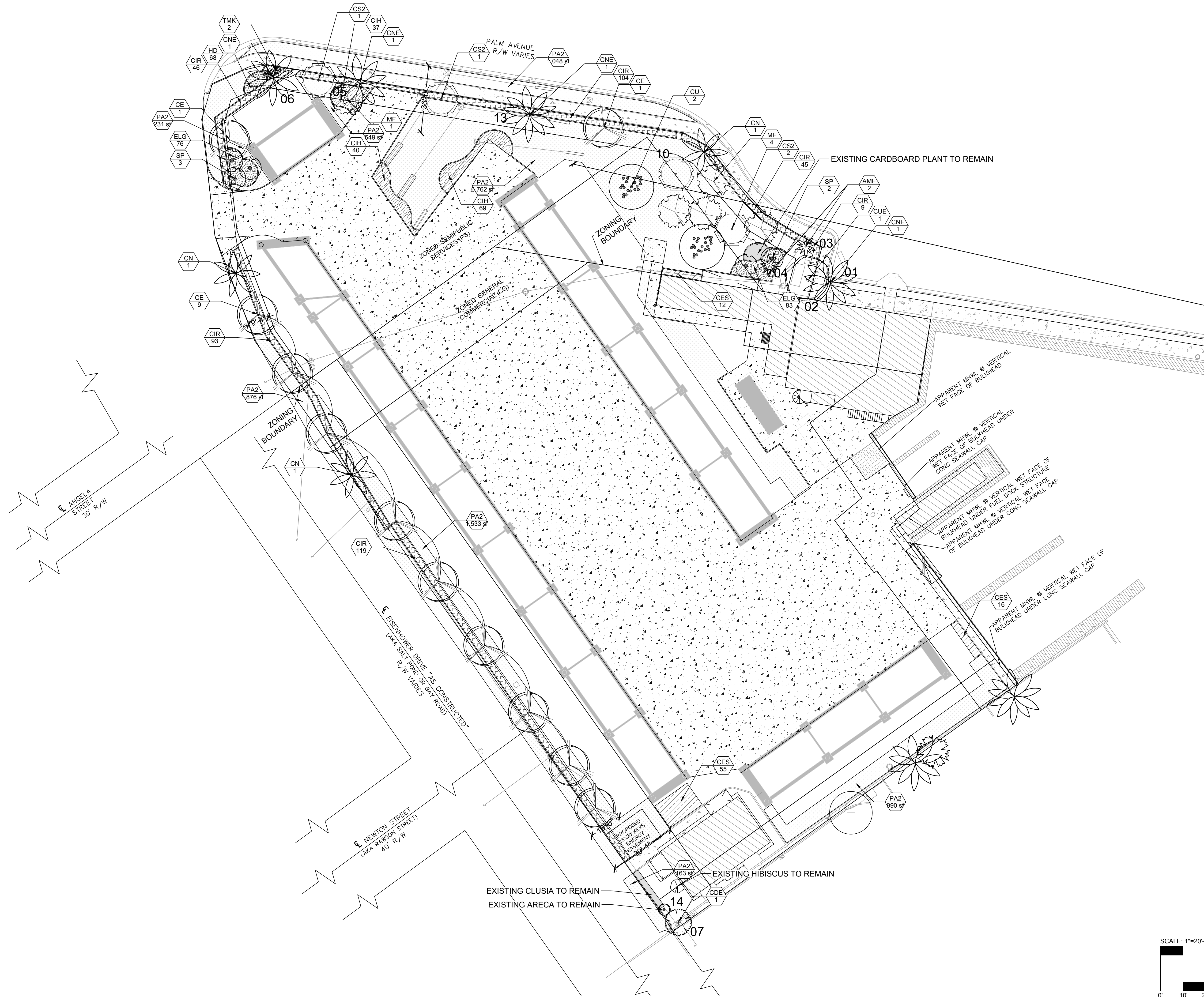
REMAINING TREES AND PALM BREAKDOWN

Shade Trees to Remain	2
Small Trees to Remain	0
Palms to Remain	7

Existing Tree Survey

KEY	BOTANICAL NAME	COMMON NAME	CALIPER (INCHES)	HEIGHT (FEET)	CANOPY (FEET)	CANOPY (SQUARE FEET)	CONDITION	DISPOSITION
1	<i>Cocos nucifera</i>	Coconut palm	25	20	314		FAIR	REMAIN
2	<i>Coccoloba uvifera</i>	Seagrape	12	20	20	314	FAIR	REMAIN
3	<i>Cocos nucifera</i>	Coconut palm	18	20	314		FAIR	REMAIN
4	<i>Cocos nucifera</i>	Coconut palm	18	20	314		FAIR	REMAIN
5	<i>Cocos nucifera</i>	Coconut palm	18	20	314		FAIR	REMAIN
6	<i>Cocos nucifera</i>	Coconut palm	18	20	314		FAIR	REMOVE
7	<i>Terminalia catappa</i>	Tropical almond	6	18	14	154	FAIR	REMAIN
8	<i>thrinax radiata</i>	Thatch palm	6	7	38		POOR	REMOVE
9	<i>Washingtonia robusta</i>	Mexican fan palm	10	9	84		FAIR	REMOVE
10	<i>Washingtonia robusta</i>	Mexican fan palm	12	12	113		POOR	REMOVE
11	<i>Adonidia merrilli</i>	Christmas palm	4	4	13		POOR	REMOVE
12	<i>Ficus aurea</i>	Strangler fig	2	8	4	13	POOR	REMOVE
13	<i>Cocos nucifera</i>	Coconut palm	18	20	314		FAIR	REMAIN
14	<i>Dypsis lutescens</i>	Areca palm	10	6	28		FAIR	REMAIN
15	<i>Cocos nucifera</i>	Coconut palm	20	20	314		FAIR	OFFSITE
16	<i>Washingtonia robusta</i>	Mexican fan palm	18	12	113		FAIR	OFFSITE
17	<i>Suriana maritima</i>	Bay cedar	1.5	6	6	28	FAIR	REMOVE
18	<i>Cocos nucifera</i>	Coconut palm	20	20	314		FAIR	OFFSITE
19	<i>Tabebuia bahamensis</i>	White trumpet tree	12	25	20	314	GOOD	OFFSITE

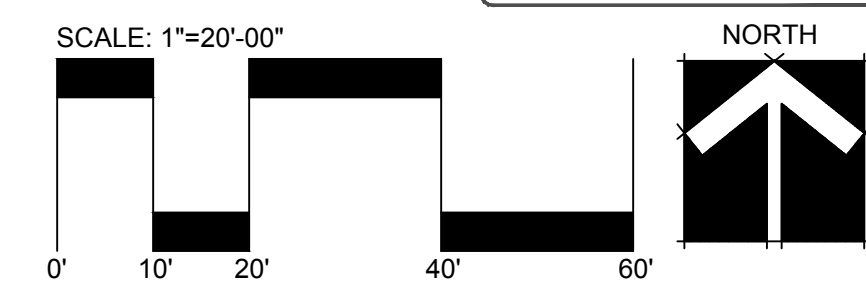
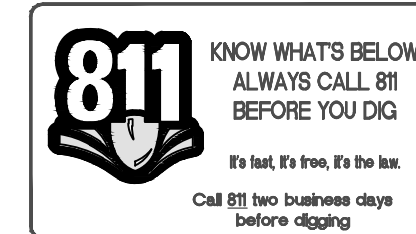




5-31-24 CITY COMMENTS
6-11-24 CITY COMMENTS
Revision Dates

Landscape Plan
Garrison Bight Marina
711 Eisenhower Drive
Key West, Florida

Sheet Description	Landscape Plan
Release Date	9-25-23
Project Number	2314B
Drawing Number	LP-1
Sheet 2 Of 3	



PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CALIPER	SIZE	NATIVE	DROUGHT	
TREES									
CDE	1	COCCOLOBA DIVERSIFOLIA	PIGEON PLUM	EXISTING			YES	HIGH	
CU	2	COCCOLOBA UVIFERA	SEA GRAPE	B&B FIELD GROWN	2"	10-12' OA, SINGLE, STRAIGHT LEADER	YES	HIGH	
CUE	1	COCCOLOBA UVIFERA	SEA GRAPE	EXISTING			YES	HIGH	
CE	11	CONOCARPUS ERECTUS	BUTTONWOOD	FG/B&B	2.5" CAL	12-14' OA HT., 4' CT, SINGLE STRAIGHT LEADER	YES	HIGH	
CS2	4	CONOCARPUS ERECTUS F. SERICEUS	SILVER BUTTONWOOD	FG/B&B	2"	12' HT, 5' SPR, SINGLE STRAIGHT LEADER	YES	HIGH	
MF	5	MYRCIANTHES FRAGRANS	SIMPSON'S STOPPER	FG/B&B	2" CAL.	12' HT, 5' SPR, SINGLE STRAIGHT LEADER	YES	HIGH	
PALM TREES									
AME	2	ADONIDIA MERRILLII	CHRISTMAS PALM	EXISTING			NO	MED.	
CNE	3	COCOS NUCIFERA	COCONUT PALM	EXISTING					
CN	4	COCOS NUCIFERA	COCONUT PALM	FG/B&B		8' CT., 24-28' OA.	NO	HIGH	
SP	5	SABAL PALMETTO	CABBAGE PALMETTO	FG/B&B		14'-20' OA, VARY HEIGHTS	YES	HIGH	
CYCADS/PALMS									
TMK	2	THRINAX MORRISII	KEY THATCH PALM	-		4' OA., MATCHED	YES	HIGH	
SHRUB AREAS									
CIR	435	CHRYSOBALANUS ICACO 'REDTIP'	RED TIP COCOPLUM	-		24" HT X 24" SPR	YES	MEDIUM	24" o.c.
CES	83	CONOCARPUS ERECTUS SERICEUS	SILVER BUTTON WOOD	3 GAL., FULL		30" HT X 24" SPR	YES	HIGH	24" o.c.
GROUND COVERS									
CIH	134	CHRYSOBALANUS ICACO 'HORIZONTALIS'	HORIZONTAL COCOPLUM	3 GAL., @		12" HT X 16" SPR @	YES	HIGH	24" o.c.
ELG	159	ERNODEA LITTORALIS	GOLDEN CREEPER	-		12" HT. X 12" SPR	YES	HIGH	18" o.c.
HD	68	HELIANTHUS DEBILIS	BEACH SUNFLOWER	-		6" HT, 12" SPR, FULL	YES	HIGH	14" o.c.
SOD									
PA2	14,163 SF	PASPALUM NOTATUM 'ARGENTINE'	ARGENTINE BAHIA GRASS	SOD			NO	HIGH	

LANDSCAPE CALCULATIONS

LOT COVERAGE SUMMARY:

TOTAL SITE AREA:	77,055 sf.	1.77 ac
PROPOSED VUA:	33,725 sf.	
PROPOSED OPEN SPACE AREA:	30,573 sf.	
NON-VUA OPEN SPACE:	6,795 sf.	(20% of VUA)
NO. OF TREES:	13 req.	16 provided
FRONTAGE LANDSCAPE STRIP:	532 lf	9'-30" width
PLANT UNITS PER 100 lf	120 req.	138 provided
TOTAL # OF TREES:	38	
% NATIVE	29 (91%)	
TOTAL # OF SHRUBS	361	
% NATIVE	361 (100%)	

GENERAL PLANTING REQUIREMENTS

All sizes shown for plant material on the plans are to be considered Minimum. All plant material must meet or exceed these minimum requirements for both height and spread. Any other requirements for specific shape or effect as noted on the plan(s) will also be required for final acceptance.

All plant material furnished by the landscape contractor shall be Florida #1 or better as established by "Grades and Standards for Florida Nursery Plants" and "Grades and Standards for Florida Nursery Trees". All material shall be installed as per CSI specifications.

All plant material as included herein shall be warranted by the landscape contractor for a minimum period as follows: All trees and palms for 12 months, all shrubs, vines, groundcovers and miscellaneous planting materials for 90 days, and all lawn areas for 60 days after final acceptance by the owner or owner's representative.

All plant material shall be planted in planting soil that is delivered to the site in a clean loose and friable condition. All soil shall have a well drained characteristic. Soil must be free of all rocks, sticks, and objectionable material including weeds and weed seeds as per CSI specifications.

Twelve inches (12") of planting soil 50/50 sand/topsoil mix is required around and beneath the root ball of all trees and palms, and 1 cubic yard per 50 bedding or groundcover plants.

All landscape areas shall be covered with Eucalyptus or sterilized seed free Melaleuca mulch to a minimum depth of three inches (3") of cover when settled. A four-inch clear space must be left for air between plant bases and the mulch. Cypress bark mulch shall not be used.

All plant material shall be thoroughly watered in at the time of planting; no dry planting permitted. All plant materials shall be planted such that the top of the plant ball is flush with the surrounding grade.

All landscape and lawn areas shall be irrigated by a fully automatic sprinkler system adjusted to provide 100% coverage of all landscape areas. All heads shall be adjusted to 100% overlap as per manufacturers specifications and performance standards utilizing a rust free water source. Each system shall be installed with a rain sensor.

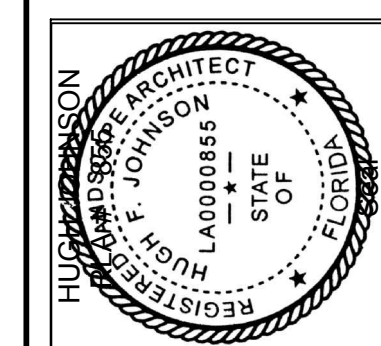
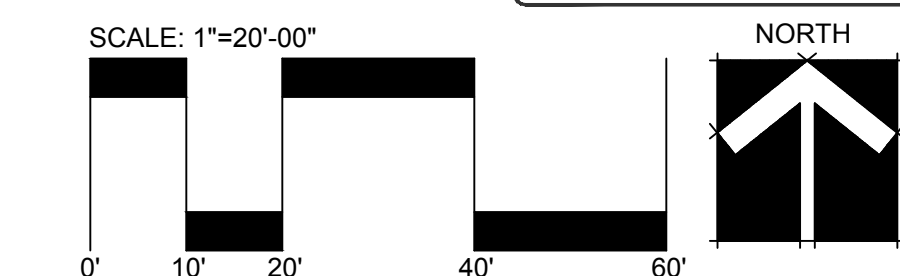
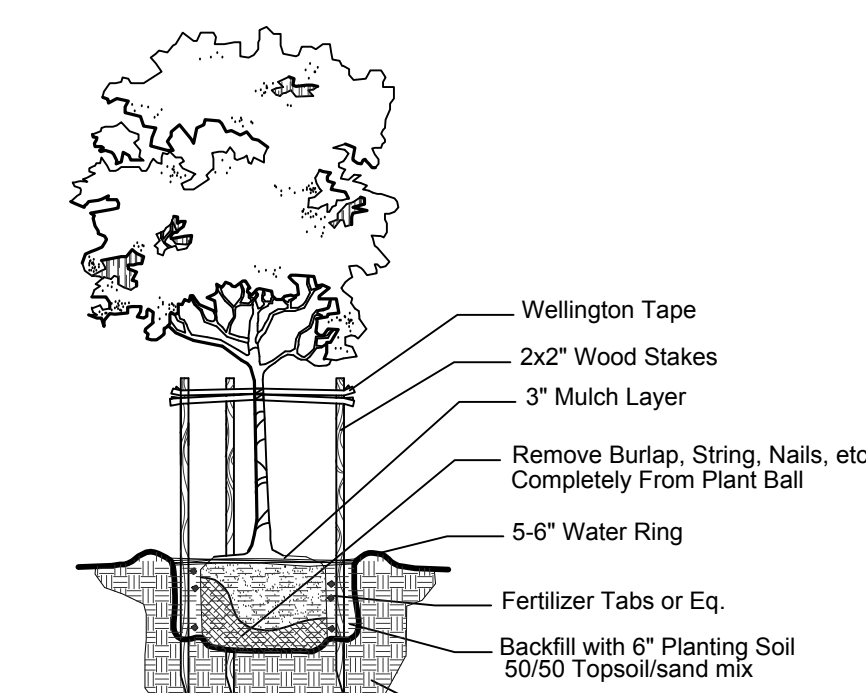
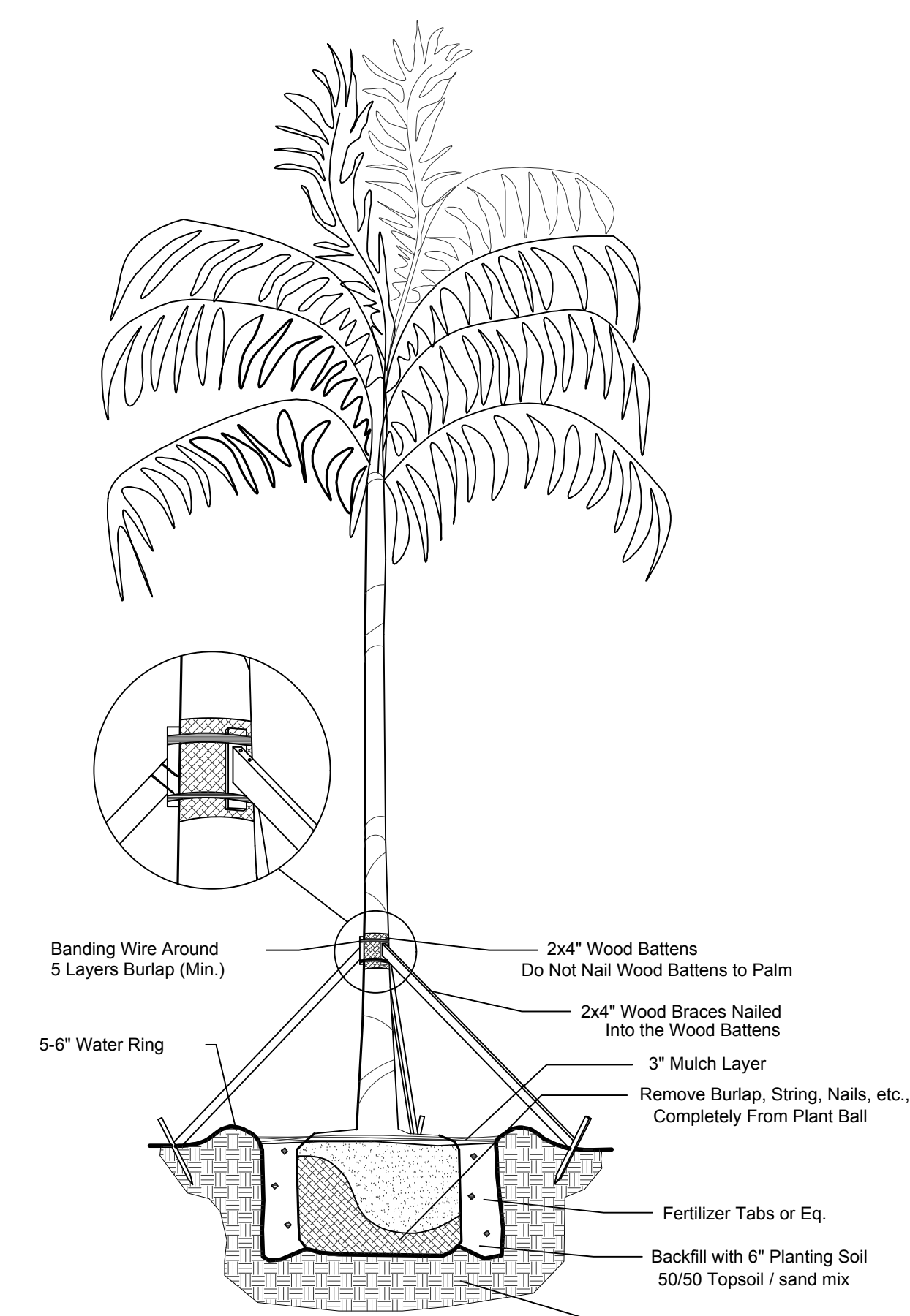
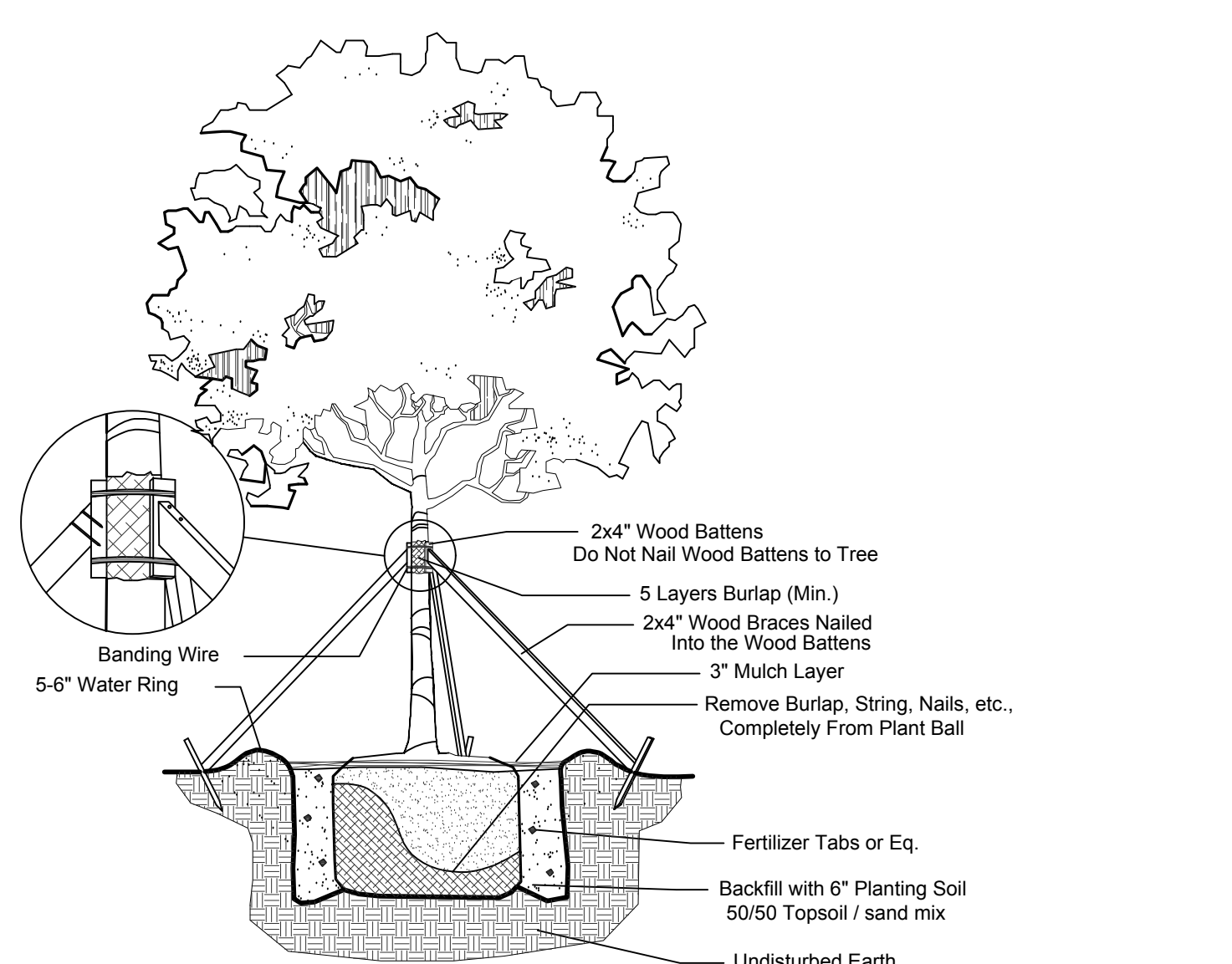
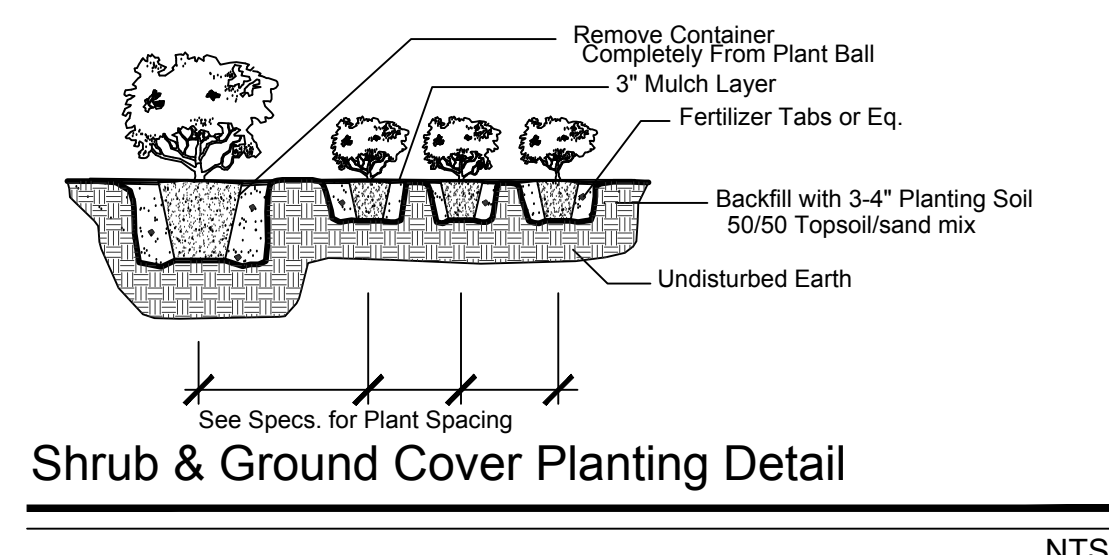
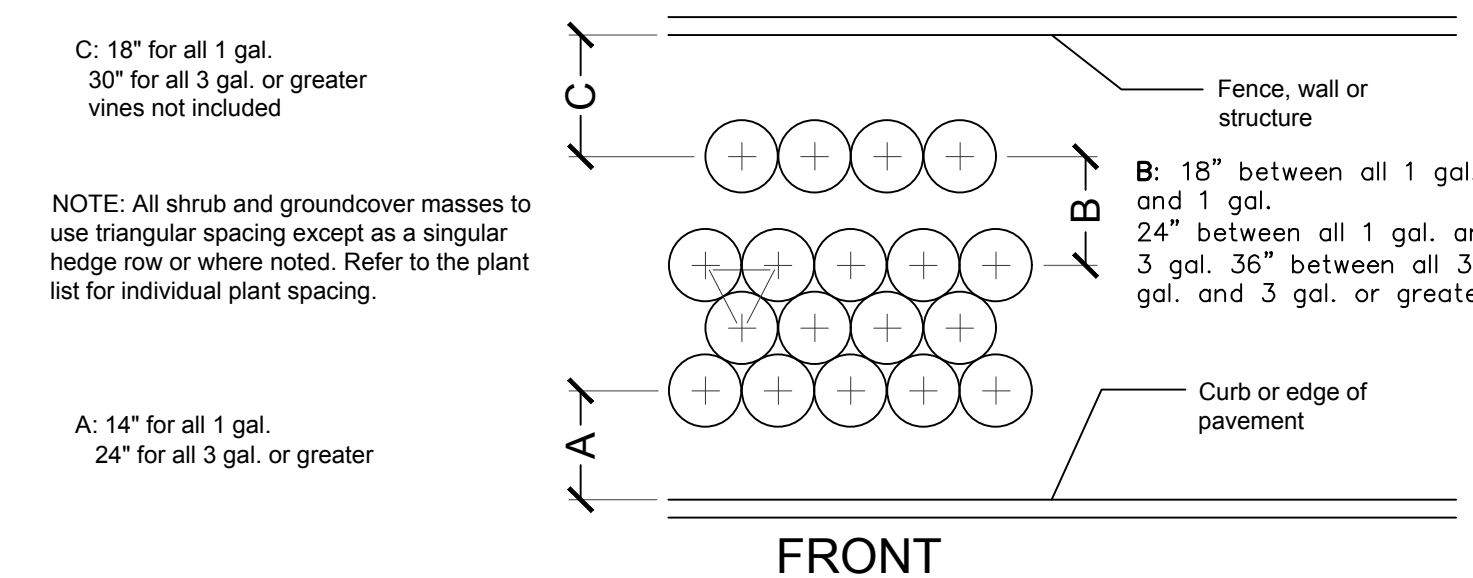
It is the sole responsibility of the landscape contractor to insure that all new plantings receive adequate water during the installation and during all plant warranty periods. Deep watering of all new trees and palms and any supplemental watering that may be required to augment natural rainfall and site irrigation is mandatory to insure proper plant development and shall be provided as a part of this contract.

All plant material shall be installed with fertilizer, which shall be State approved as a complete fertilizer containing the required minimum of trace elements in addition to N-P-K, of which 50% of the nitrogen shall be derived from an organic source as per CSI specifications.

Contractors are responsible for coordinating with the owners and appropriate public agencies to assist in locating and verifying all underground utilities prior to excavation.

All ideas, designs and plans indicated or represented by this drawing are owned by and are the exclusive property of AAL.

The plan takes precedence over the plant list.



5-31-24 CITY COMMENTS
6-11-24 CITY COMMENTS

Revision Dates

Landscape Plan
Garrison Bight Marina
711 Eisenhower Drive
Key West, Florida

Sheet Description
Landscape Schedule
Planting Notes &
Details

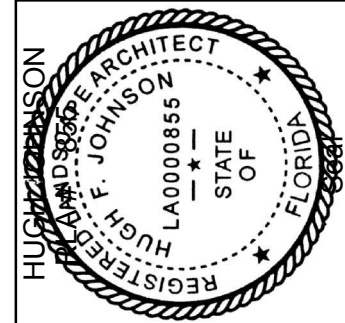
Release Date
9-25-23

Project Number
2314B

Drawing Number

LP-2

Sheet 3 Of 3



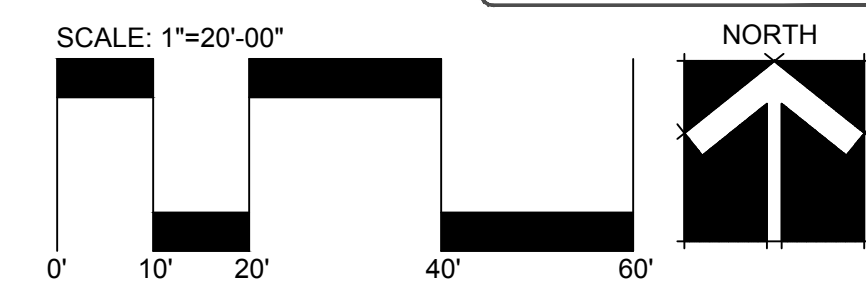
Revision Dates

Irrigation Plan
Garrison Bight Marina
 711 Eisenhower Drive
 Key West, Florida

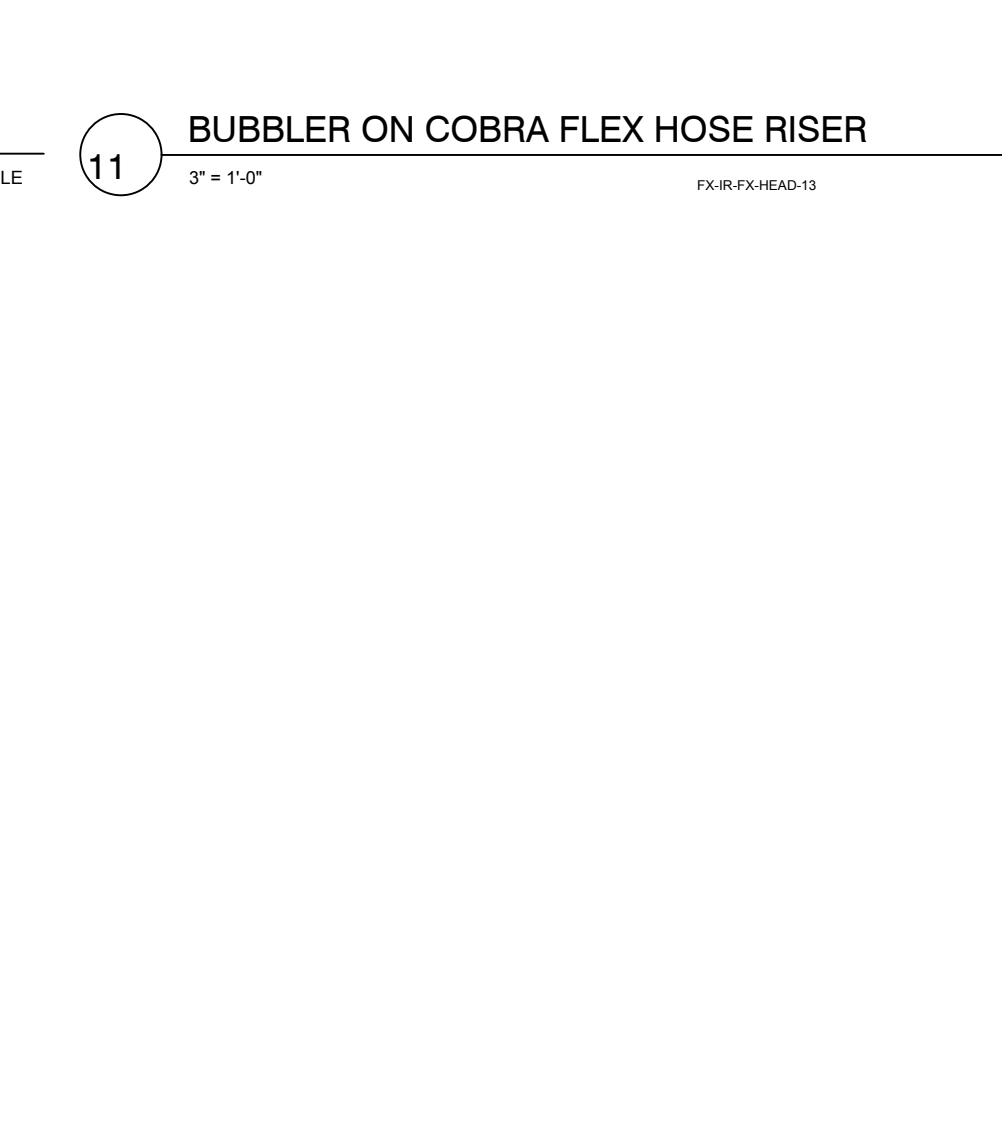
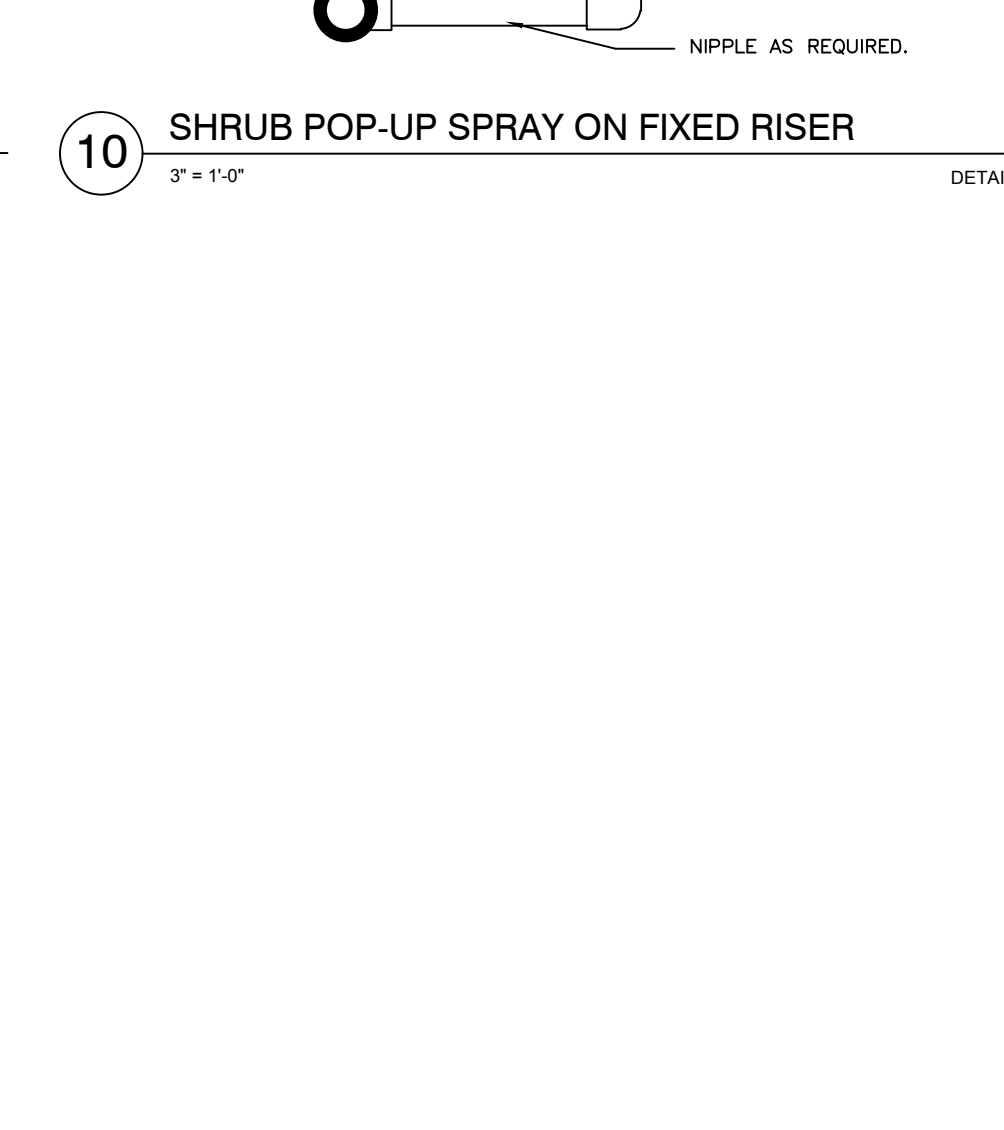
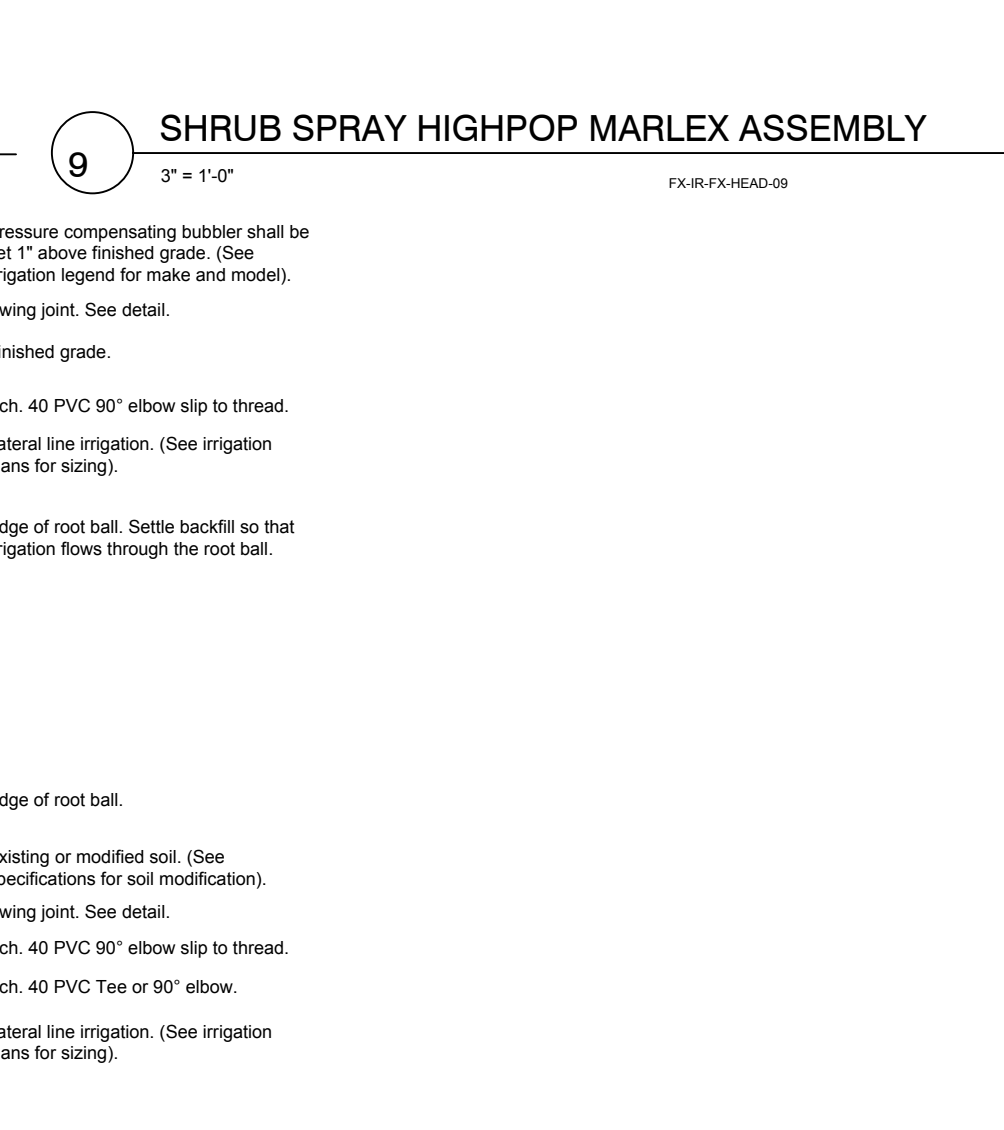
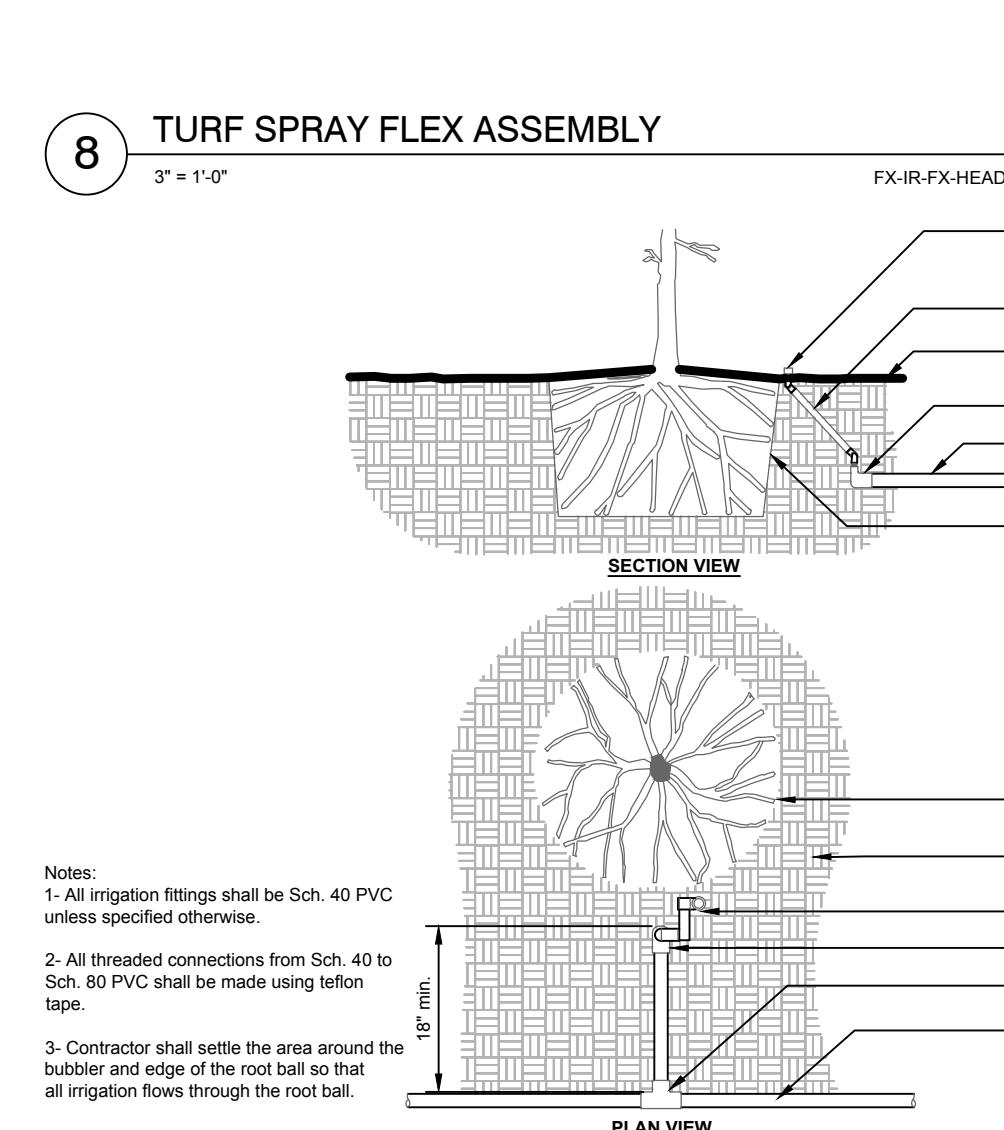
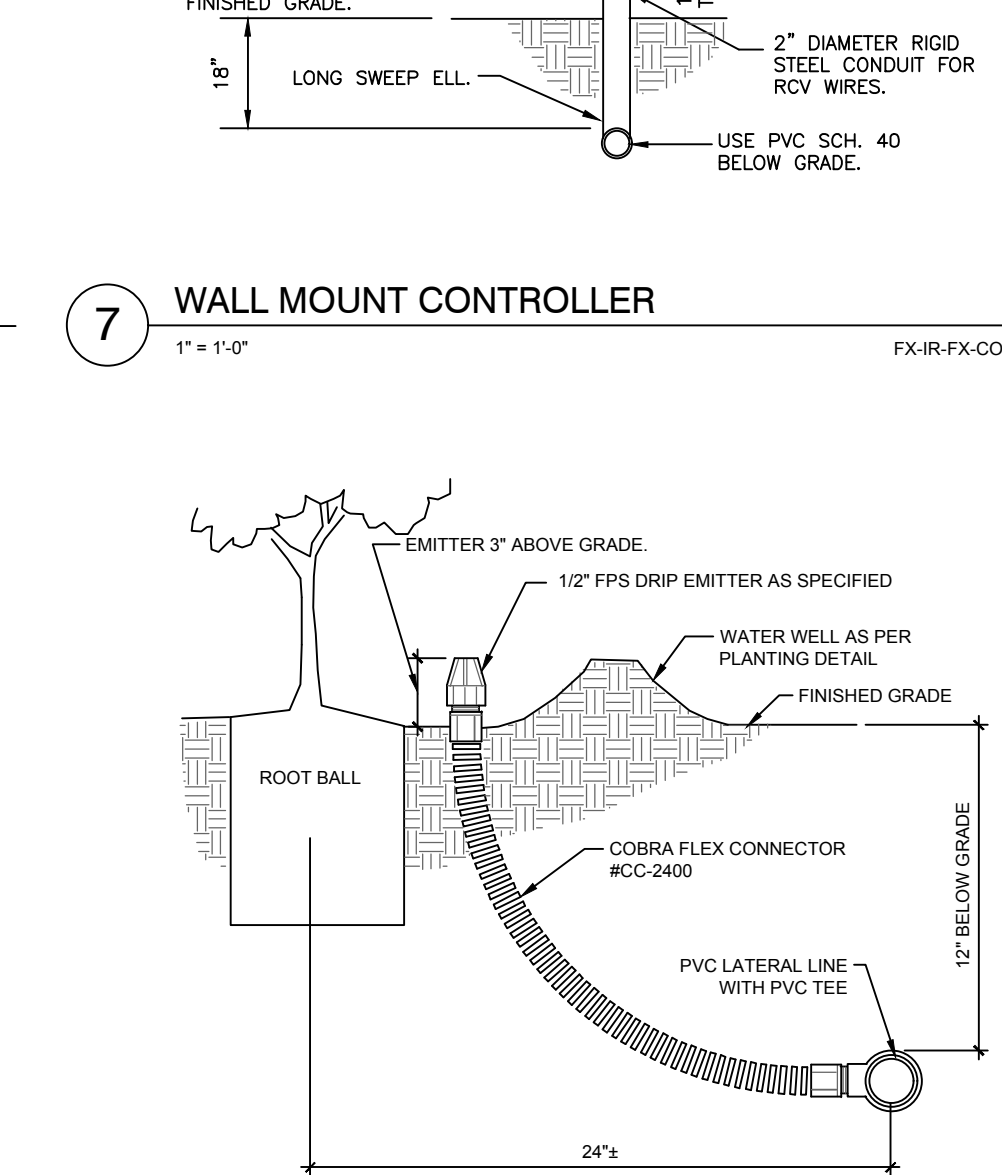
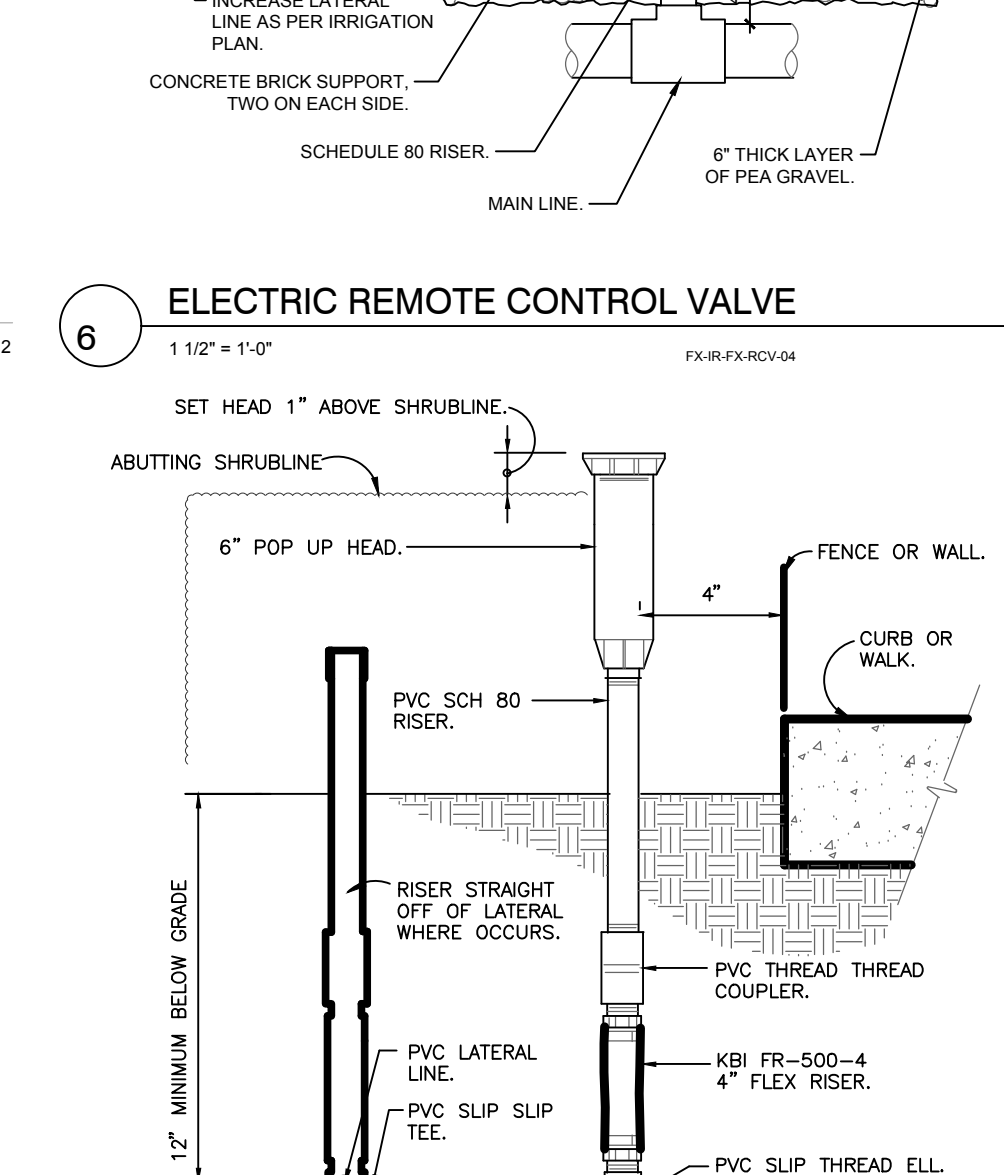
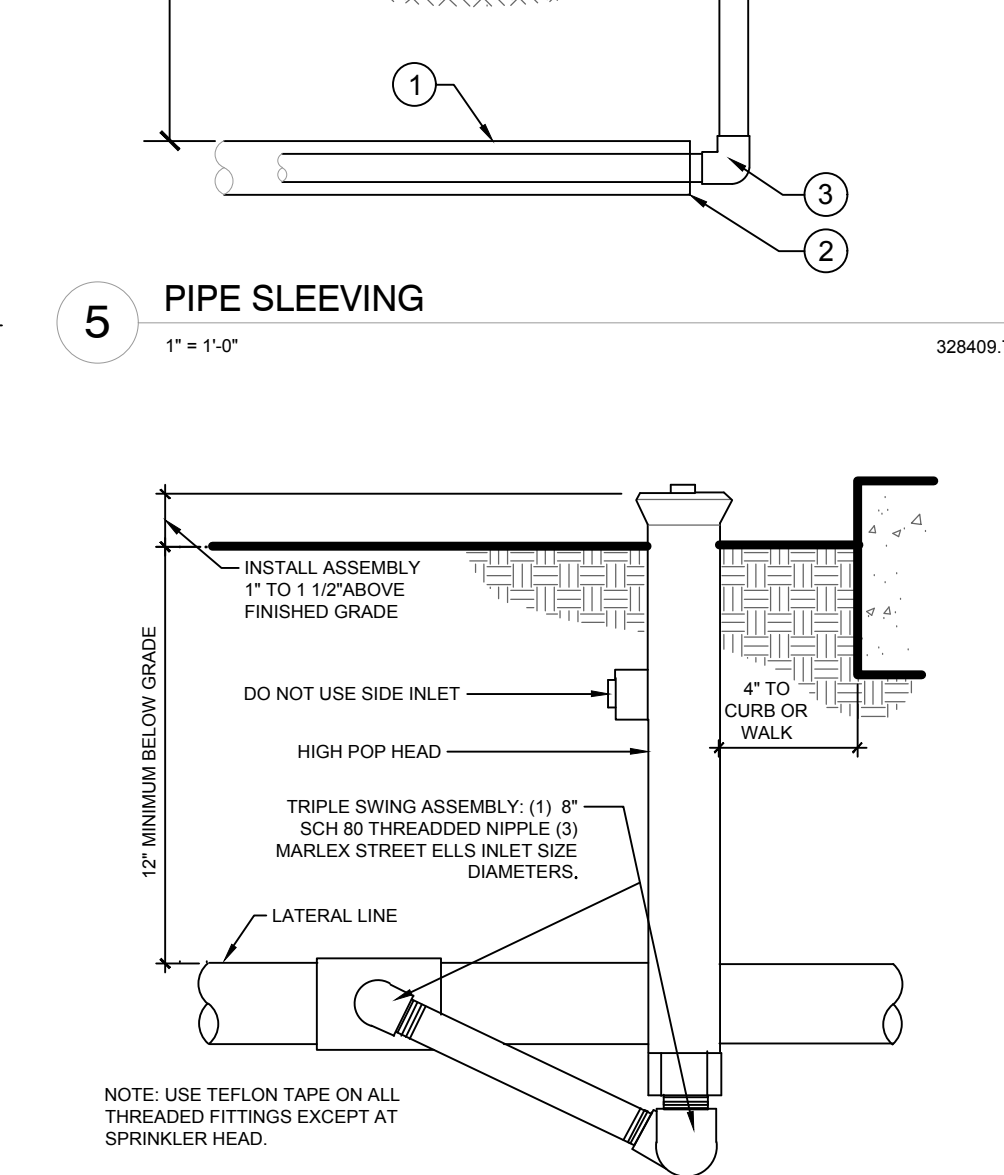
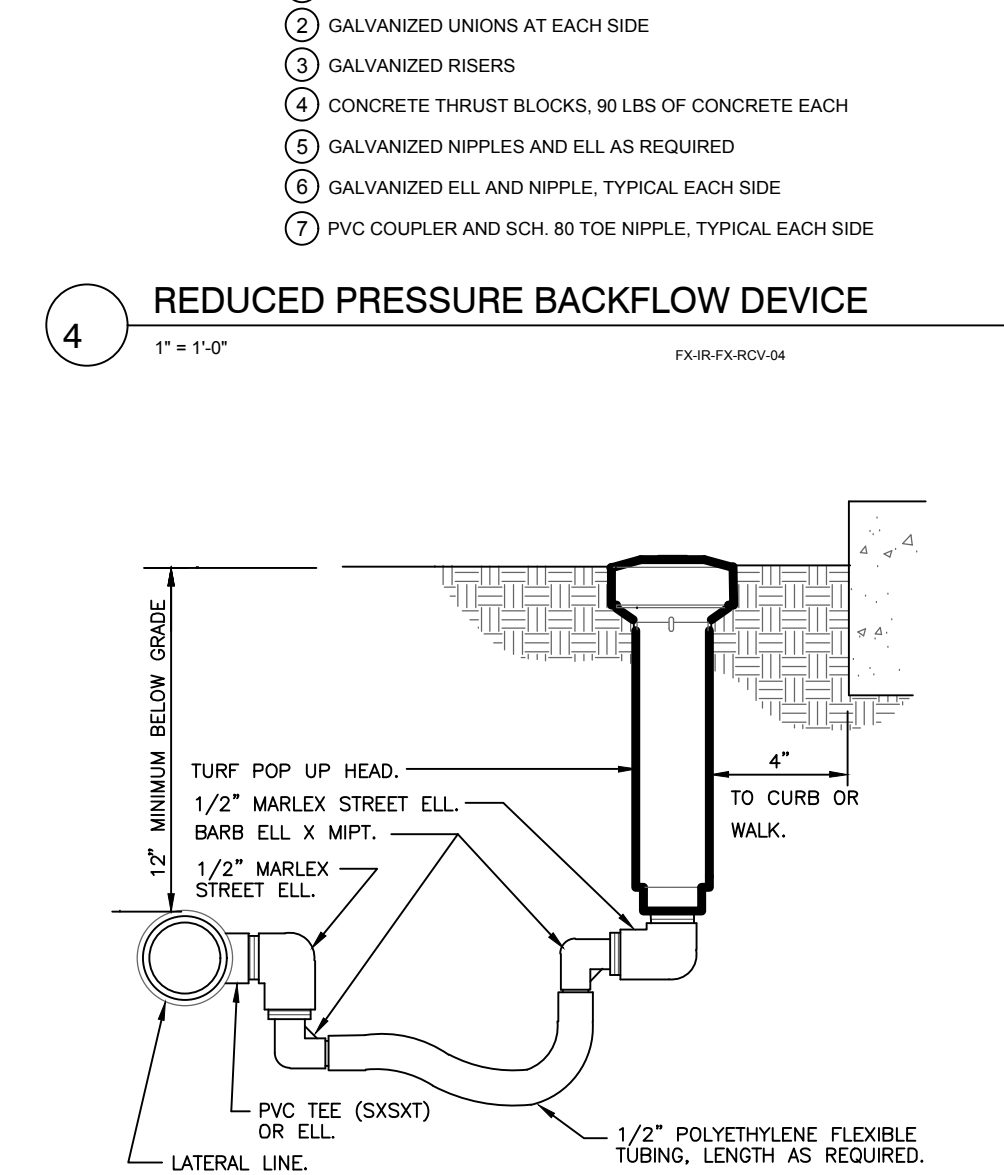
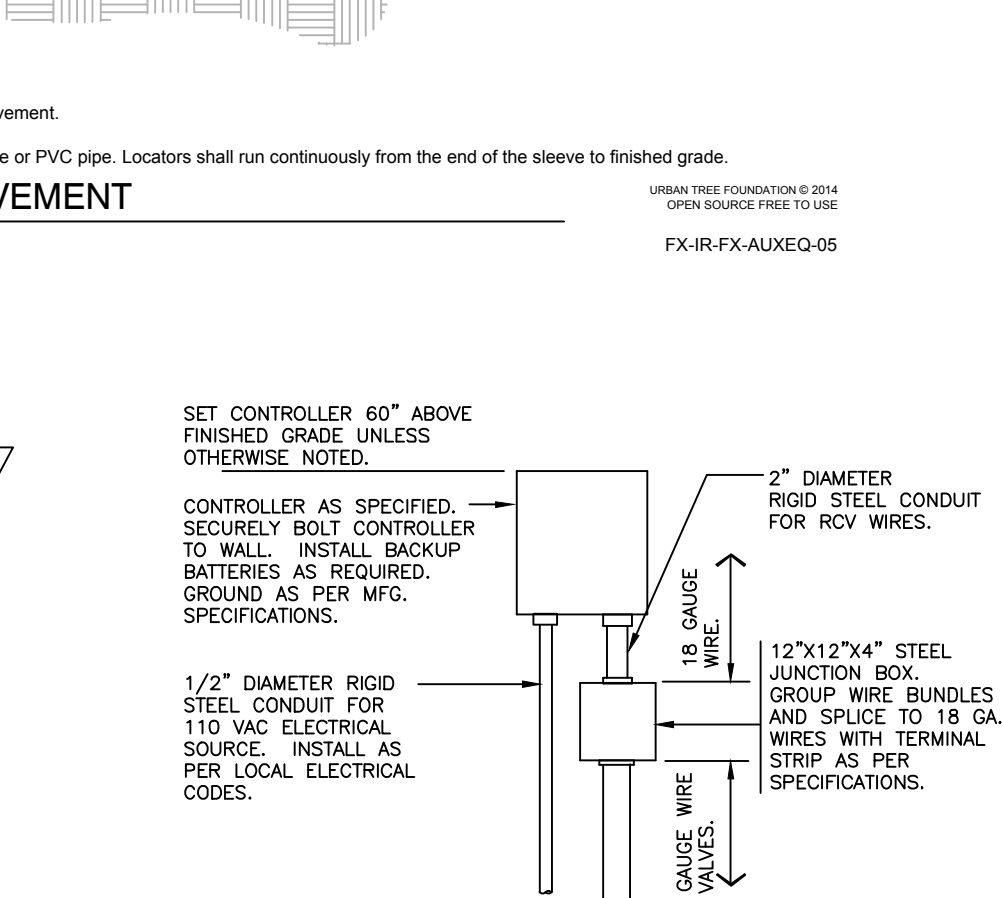
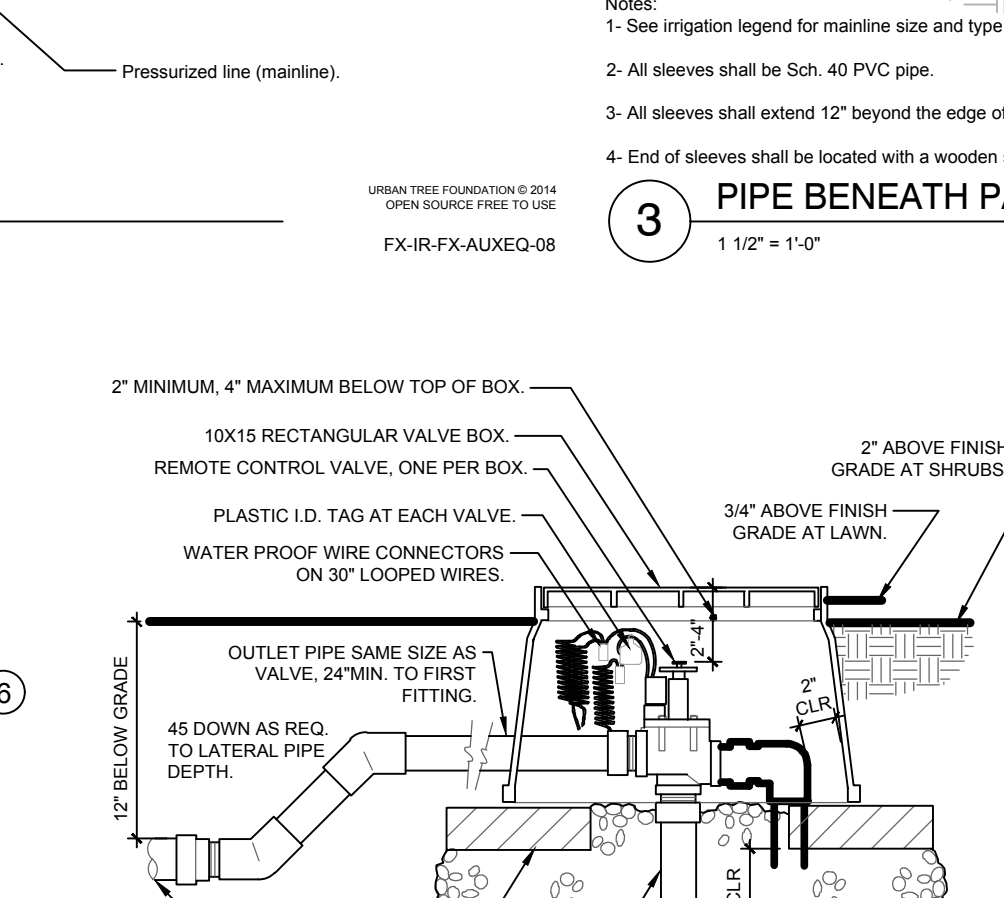
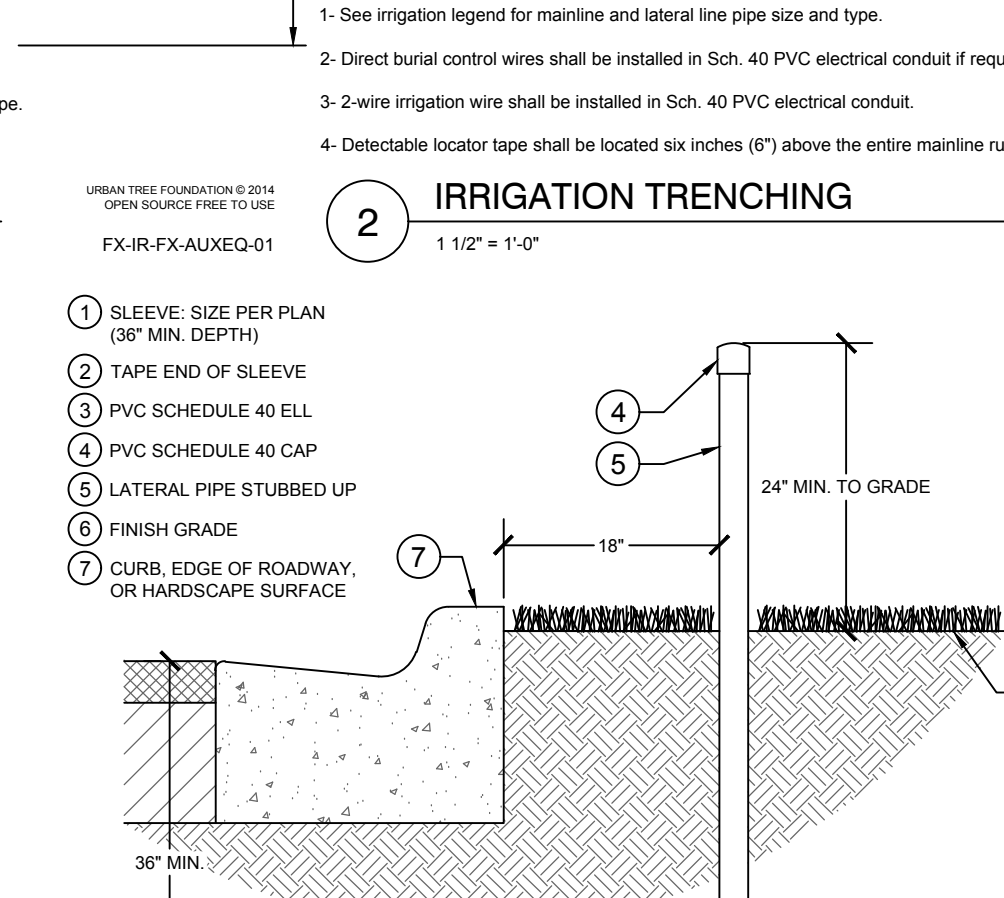
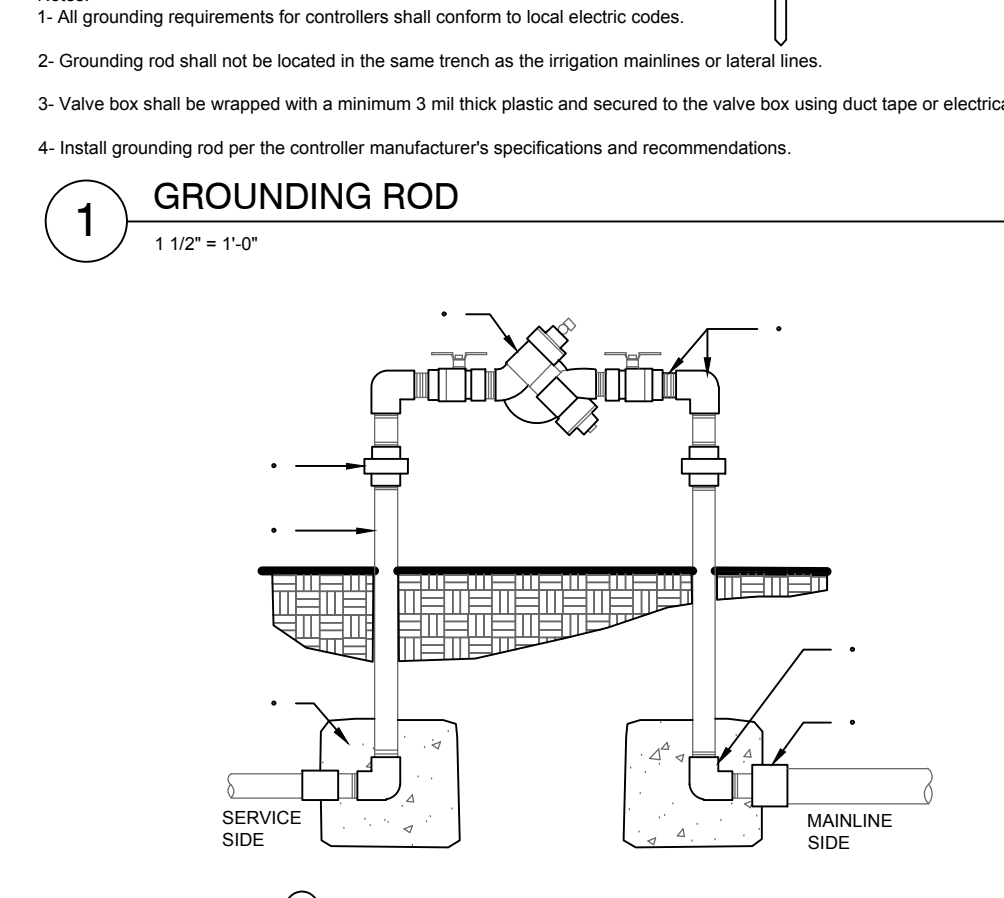
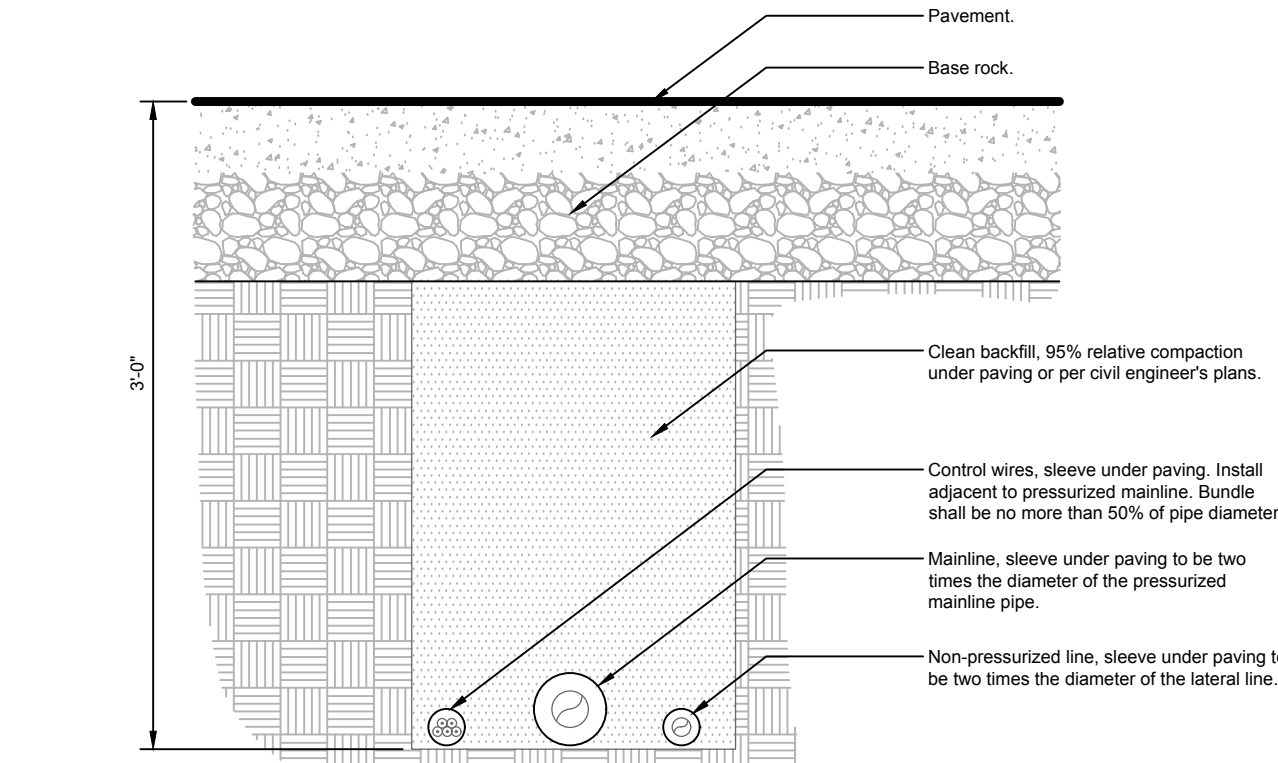
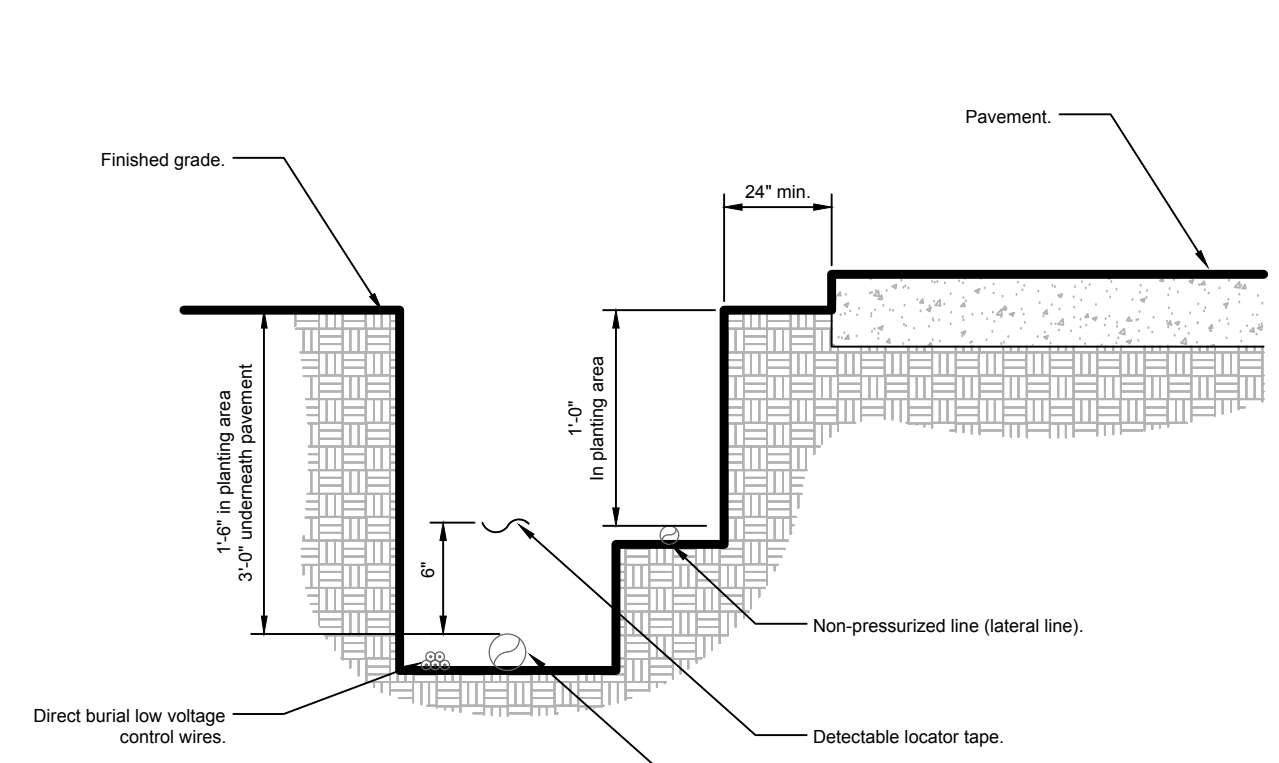
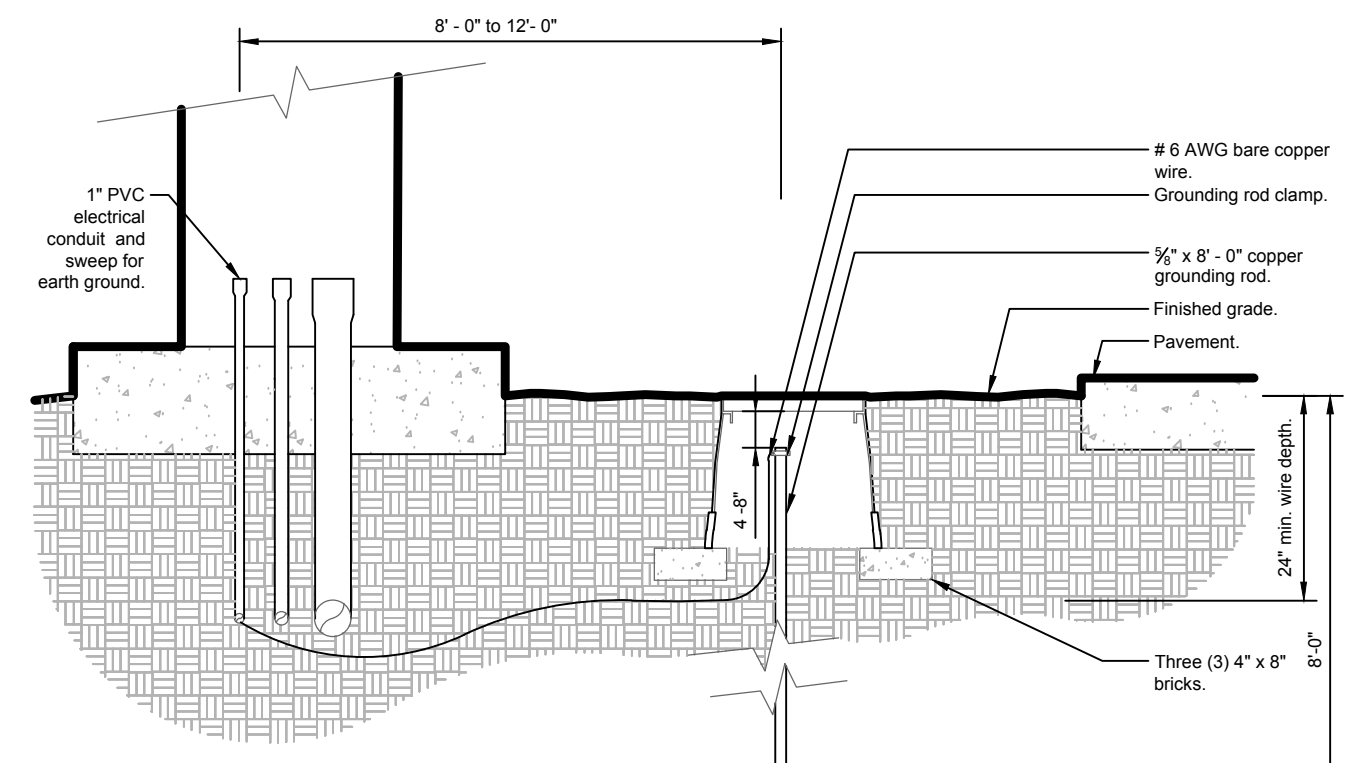
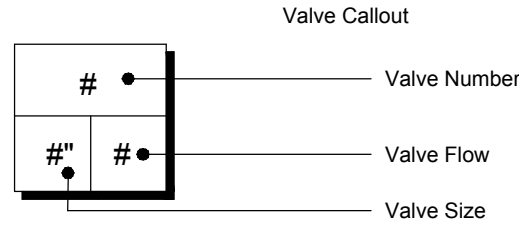
Sheet Description	IRRIGATION PLAN
Release Date	2-20-23
Project Number	2314B
Drawing Number	IR-1
	Sheet 1 Of 3



SYSTEM DESIGNED TO OPERATE WITHIN THE FOLLOWING PARAMETERS:
 POC: 1" DEDICATED CITY WATER METER; OUTPUT- MAX CAPACITY OF 19GPM. DESIGN PRESSURE: 30PSI. IF METER SIZE IS LESS THAN 1", OR IF STATIC PRESSURE AT POC IS LESS THAN 65PSI CONTACT LANDSCAPE ARCHITECT.
 AUTOMATIC IRRIGATION SYSTEM IS EQUIPPED WITH RAIN SENSOR AND PROVIDES 100% COVERAGE WITH 50% OVERLAP FROM AN APPROVED WATER SOURCE.
 MAINLINE LOCATION, WHERE SHOWN, IS FOR GRAPHIC CLARITY PURPOSES ONLY. INSTALL AT THE BACK OF CURB, FRONT OF WALK, BACK OF WALK, OR ADJACENT TO OTHER HARDSCAPES TO FACILITATE FUTURE LOCATION AND TO PROTECT FROM DAMAGE. ENSURE MAINLINE IS INSTALLED ACCORDING TO IRRIGATION SPECIFICATIONS AND DETAILS.
 INSTALL DIRECT BURIAL CONTROL WIRE ADJACENT TO MAINLINE FROM CONTROLLER TO VALVES. USE 2" CONDUIT FOR CONTROL WIRE UNDER PAVEMENT



SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
	RAIN BIRD 1812-SAM SQ SERIES SHRUB SPRAY 12IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2IN. NPT FEMALE THREADED INLET. WITH SEAL-A-MATIC CHECK VALVE.	3	30
	RAIN BIRD 1812-SAM 15 STRIP SERIES SHRUB SPRAY 12IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2IN. NPT FEMALE THREADED INLET. WITH SEAL-A-MATIC CHECK VALVE.	49	30
	RAIN BIRD 1812-SAM 5 SERIES MPR SHRUB SPRAY 12IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2IN. NPT FEMALE THREADED INLET. WITH SEAL-A-MATIC CHECK VALVE.	3	30
	RAIN BIRD 1812-SAM 8 SERIES MPR SHRUB SPRAY 12IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2IN. NPT FEMALE THREADED INLET. WITH SEAL-A-MATIC CHECK VALVE.	4	30
	RAIN BIRD 1812-SAM 10 SERIES MPR SHRUB SPRAY 12IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2IN. NPT FEMALE THREADED INLET. WITH SEAL-A-MATIC CHECK VALVE.	1	30
	RAIN BIRD 1812-SAM ADJ SHRUB SPRAY 12IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2IN. NPT FEMALE THREADED INLET. WITH SEAL-A-MATIC CHECK VALVE.	7	30
	RAIN BIRD 1806-SAM 5 SERIES MPR SHRUB SPRAY 6IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2IN. NPT FEMALE THREADED INLET. WITH SEAL-A-MATIC CHECK VALVE.	5	30
	RAIN BIRD 1806-SAM 12 SERIES MPR SHRUB SPRAY 6IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2IN. NPT FEMALE THREADED INLET. WITH SEAL-A-MATIC CHECK VALVE.	4	30
	RAIN BIRD 1800-SAM ADJ SHRUB SPRAY 6IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2IN. NPT FEMALE THREADED INLET. WITH SEAL-A-MATIC CHECK VALVE.	2	30
	RAIN BIRD 1800-1400 FLOOD FIXED FLOW RATE 0.25 GPM - 2.0 GPM, FULL CIRCLE BUBBLER, 1/2IN. FIPT.	31	20
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	
	RAIN BIRD PEB 1", 1-1/2", 2" PLASTIC INDUSTRIAL VALVES. LOW FLOW OPERATING CAPABILITY, GLOBE CONFIGURATION.	8	
	FEBCO 825Y 1" REDUCED PRESSURE BACKFLOW PREVENTER	1	
	RAIN BIRD ESP4ME3 WITH (2) ESP-SM3 10 STATION, HYBRID MODULAR OUTDOOR CONTROLLER. FOR RESIDENTIAL OR LIGHT COMMERCIAL USE. LNK WIFI MODULE AND FLOW SENSOR READY.	1	
	RAIN BIRD RSD-BEX RAIN SENSOR, WITH METAL LATCHING BRACKET, EXTENSION WIRE.	1	
	WATER METER 1" PROPOSED 1" METER	1	
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21	1,711 L.F.	
	IRRIGATION MAINLINE: PVC SCHEDULE 40	747.7 L.F.	
	PIPE SLEEVE: PVC SCHEDULE 40	86.3 L.F.	



WIRING

Irrigation control wire shall be thermoplastic solid copper, single conductor, low voltage irrigation controller wire, suitable for direct burial and continuous operation at rated voltages.

Tape and bundle control wire every 10' and run alongside the mainline. At all turns in direction, make a 2' coil of wire. At all valve boxes coil wire around a 3/4" piece of PVC pipe to make a coil using 30 linear inches of wire. Make electrical connections with 3MDBY/R connectors.

Number all wires, using an electrical book of numbers, according to the plans. Number wires in all valve boxes, junction boxes and at the controller.

Wire sized, numbered and colored as follows:

- #14 white for common
- #14 spare black common
- #14 individual color coded hot wire
- #14 spare yellow hot wire

Spare wires

Leaving each controller, run four spare wires in both directions (eight spare wires total). Install as 1 common spare (2 total) and 3 hot wires (6 total). Loop these wires into each RCV along their path and terminate in the last valve box controlled by the wires respective controller. The loop into each valve box shall extend up into the valve box a minimum of 8" and be readily accessible by opening the valve box lid. These wires must all be color coded and numbered as required in the plans.

Controller and pump station Control Panel grounding - Contractor to utilize 4"x8"x3/16" copper grounding plates, 3/16"x10" copper clad grounding rods, 'One Strike' CAD wells at all connection points, #6 insulated copper wire, and earth contact material. Install these and other required components as outlined in the detail. Contractor to verify that the earth to ground resistance does not exceed 10 ohms. Contractor shall provide a written certification, on a licensed electrical contractors letter head, showing the date of the test, controller/pump location, and test results. Each controller/pump shall be so grounded an tested. Each component must have its own separate ground grid, unless they are sitting side by side, in which case up to two controllers can share a common grounding grid.

LAYOUT

Lay out irrigation system mainlines and lateral lines. Make the necessary adjustments as required to take into account all site obstructions and limitations prior to excavating trenches.

Stake all sprinkler head locations. Adjust location and make the necessary modifications to nozzle types, etc. required to ensure 100% head to head coverage. Refer to the Edge of Pavement Detail on the Irrigation Detail sheet.

Spray heads shall be installed 4" from sidewalks or curbed roadways and 12" from uncurbed roadways and building foundations. Rotors shall be installed 4" from sidewalks or curbed roadways, 12" from building foundations, and 36" from uncurbed roadways.

Shrub heads shall be installed on 3/4" Sch 40 PVC risers. The risers shall be set at a minimum of 18" off sidewalks, roadway curbing, building foundations, and/or any other hardscaped areas. Shrub heads shall be installed to a standard height of 2" above maintained height of plants and shall be installed a minimum of 6" within planted masses to be less visible and offer protection. Paint all shrub risers with flat black or forest green paint, unless irrigation system will utilize reuse water; in this case the risers shall be purple PVC and shall not be painted.

Locate valves prior to excavation. Ensure that their location provides for easy access and that there is no interference with physical structures, plants, trees, poles, etc. Valve boxes must be placed a minimum of 12" and a maximum of 15" from the edge of pavement, curbs, etc. and the top of the box must be 2" above finish grade. No valve boxes shall be installed in turf areas without approval by the irrigation designer - only in shrub beds. Never install in sport field areas.

VALVES

Sequence all valves so that the farthest valve from the POC operates first and the closest to the POC operates last. The closest valve to the POC should be the last valve in the programmed sequence.

Adjust the flow control on each RCV to ensure shut off in 10 seconds after deactivation by the irrigation controller.

Using an electric branding iron, brand the valve ID letter/number on the lid of each valve box. This brand must be 2"-3" tall and easily legible.

EQUIPMENT

All pop-up heads and shrub risers shall be pressure compensating. All pop-up heads shall be mounted on flex-type swing joints. All rotors shall be installed with PVC triple joints unless otherwise detailed.

All sprinkler equipment, not otherwise detailed or specified on these plans, shall be installed as per manufacturer's recommendations and specifications, and according to local and state laws.

TRENCHING

Excavate straight and vertical trenches with smooth, flat or sloping bottoms. Trench width and depth should be sufficient to allow for the proper vertical and horizontal separation between piping as shown in the pipe installation detail on the detail sheet.

Protect existing landscaped areas. Remove and replant any damaged plant material upon job completion. The replacement material shall be of the same genus and species, and of the same size as the material it is replacing. The final determination as to what needs to be replaced and the acceptability of the replacement material shall be solely up to the owner or owner's representative.

INSTALLATION

Solvent Wld Pipe: Cut all pipe square and deburr. Clean pipe an fittings of foreign material; then apply a small amount of primer while ensuring that any excess is wiped off immediately. Primer should not puddle or drip from pipe or fittings. Next apply a thin coat of PVC cement; first apply a thin layer to the pipe, next a thin layer inside the fitting, and finally another very thin on the pipe. Insert the pipe into the fitting. Insure that the pipe is inserted to the bottom of the fitting, then urn the pipe a 1/4 turn and hold for 10 seconds. make sure that the pipe doesn't recede from the fitting. If the pipe isn't at the bottom of the fitting upon completion, the glue joint is unacceptable and must be discarded. Pipes must curve a minimum of 30 minutes prior to handling and placing into trenches. A longer curing time may be required; refer to the manufacturer's specifications. The pipe must cure a minimum of 24 hous prior to filling with water.

BACK FILL

The back fill 6" below, 6" above, and around all piping shall be clean sand and anything beyond that in the trench can be of native material but nothing larger than 2" in diameter. All piping and excavations shall be backfilled and compacted to a density of 95% modified Proctor, or greater.

Main line pipe depth measure to the top of pipe shall be:

- 24" minimum for 3/4" - 2 1/2" PVC with a 30" minimum at vehicular crossings;
- 30" minimum for 3" & 4" PVC with a 36" minimum at vehicular crossings.

Lateral line depths measure to top of pipe shall be:

- 18" minimum for 3/4" - 3" PVC with a 30" minimum at vehicular crossings;
- 24" minimum for 4" PVC and above with a 30" minimum at vehicular crossings.

Contractor shall backfill all piping, both mainline and laterals, prior to performing any pressure tests. The pipe shall be backfilled with the exception of 2' on each side of every joint (bell fittings, 90's, tees, 45's, etc). These joints shall not be backfilled until all piping has satisfactorily passed its appropriate pressure test as outlined below.

FLUSHING

Prior to the placement of valves, flush all mainlines for a minimum of 10 minutes or until lines are completely clean of debris, whichever is longer.

Prior to the placement of heads, flush all lateral lines for a minimum of 10 minutes or until lines are completely clean of debris, whichever is longer.

Use screens in heads and adjust heads for proper coverage avoiding excess water on walks, walls and paving.

TESTING

Schedule testing with Owner's Representative a minimum of three (3) days in advance of testing.

Mainline: Remove all remote control valves and cap using a threaded cap on SCH 80 nipple. Hose bibs and gate valves shall not be tested against during a pressure test unless authorized by written permission from the owner. fill mainline with water and pressurize the system to 125 PSI. Monitor the system pressure at two gauge locations; the gauge locations must be at opposite ends of the mainline. With the same respective pressures, monitor the gauges for two hours. There can be no loss in pressure at either gauge for solvent-welded pipe.

If these parameters are exceeded, locate the problem; repair it; wait 24 hours and retry the test. This procedure must be followed until the mainline passes the test.

Lateral lines: The lateral lines must be fully filled to operational pressure and visually checked for leaks. Any leaks detected must be repaired.

Operational Testing - Once the mainline and lateral lines have passed their respective tests, and the system is completely operational, a coverage test and demonstration of the system is required. The irrigation contractor must demonstrate to the owner, or his/her representative, that proper coverage is obtained and the system works automatically from the controller. This demonstration requires each zone to be turned on, in the proper sequence as shown on the plans, from the controller. Each zone will be inspected for proper coverage and function. The determination of proper coverage and function is at the sole discretion of the owner or owner's representative.

Upon completion of the operational test, run each zone until water begins to puddle or run off. This will allow you to determine the number of irrigation start times necessary to meet the weekly evapotranspiration requirements of the planting material in each zone. In fine sandy soils, it is possible no puddling will occur. If this is experienced, then theoretical calculations for run times will be required for controller programming.

SUBMITTALS

Pre-Construction: Deliver five (5) copies of submittals to Owner's Representative within ten (10) working days from date of Notice to Proceed. Furnish information in 3-ring binder with table of contents and index sheet. Index sections for different components and label with specification section number and name of component. Furnish submittals for components on material list. Indicated which items are being supplied on catalog cut sheets when multiple items are shown on one sheet. Incomplete submittals will be returned without review. in lieu of hardcopies, an electronic package in PDF format can be submitted.

After project completion:

As a condition of final acceptance, the irrigation contractor shall provide the owner with:

1. Irrigation As-builts - shall be provided accurately locating all mainlines, sleeves, remote control valves, gate valves, independent wire runs, wire splice boxes, controllers, high voltage supply sources/conduit path, control mechanisms, sensors, wells and water source connections. All mainline and independent runs of wire shall be located every 30' for straight runs and at every change of direction. Sleeves will be located at end points and every 20' of length. All underground items shall include depth in inch format.

2. Controller charts - Upon completion of "as-built" prepare controller charts; one per controller. Indicate on each chart the area controlled by a remote control valve (using a different color for each zone). This chart shall be reduced to a size that will fit inside the controller door. The reduction shall be hermetically sealed inside two 2ml pieces of clear plastic.

3. Grounding Certification - Provide ground certification results for each controller and pump panel grounding grid installed. This must be on a licensed electrician letter head indication location tested (using IR plan symbols), date, time, test method and testing results.

INSPECTIONS AND COORDINATION MEETINGS REQUIRED - Contractor is required to schedule, perform, and attend the following, and demonstrate to the owner and/or owners representative to their satisfaction, as follows:

- 1.Pre-construction meeting - Designer and contractor to review entire install process and schedule with owner/general contractor.
2. Mainline installation inspection(s) - All mainline must be inspected for proper pipe, fittings, depth of coverage, backfill and installation method.
3. Mainline pressure test - All mainline shall be pressure tested according to this design's requirements.
4. Flow meter calibration - All flow meters must be calibrated. Provide certified calibration report for all flow meters.
5. Coverage and operational test
6. Final inspection
7. Punch list inspection

FINAL ACCEPTANCE

Final acceptance of the irrigation system will be given after the following documents and conditions have been completed and approved. Final payment will not be released until these conditions are satisfied.

- 1.All above inspections are completed, documented, approved by owner.
- 2.Completion and acceptance of 'as-built' drawings.
3. Acceptance of required controller charts and placement inside controllers.
4. All other submittals have been made to the satisfaction of the owner.

GUARANTEE: The irrigation system shall be guaranteed for a minimum of one calendar year from the time of final acceptance.

MINIMUM RECOMMENDED

IRRIGATION MAINTENANCE PROCEDURES

1. Every irrigation zone should be checked monthly and written reports generated describing the date(s) each zone was inspected, problems identified, date problems repaired, and a list of materials used in the repair. At minimum, these inspections should include the following tasks:

A. Turn on each zone from the controller to verify automatic operation.

B. Check schedules to ensure they are appropriate for the season, plant and soil type, and irrigation method. Consult an I.A. certified auditor for methods used in determining proper irrigation scheduling requirements.

C. Check remote control valve to ensure proper setting, if present.

D. Check setting on pressure regulator it verify proper setting, if present.

E. Check flow control and adjust as needed; ensure valve closure within 10-15 seconds after deactivation by controller.

F. Check for leaks - mainline, lateral lines, valves, heads, etc.

G. Check all heads as follows:

1. Proper set height (top of sprinkler is 1" below mow height
2. Verify head pop-up height - 6" in turf, 12" in groundcover, and riser in shrub beds
3. Check wiper seal for leaks - if leaking , clean head and re-inpect.
4. If still leaking, replace head with the appropriate head with pressure regulator and built-in check valve.
5. All nozzles checked for proper pattern, clogging, leaks, correct make & model, etc. - replace as needed
6. Check for proper alignment - perfectly vertical; coverage area is correct;p minimize over spray onto

hardscapes

7. Riser height raised/lowered to accommodate plant growth patterns and ensure proper coverage.
8. Verify pop-ups retract after operation. If not, repair/replace as needed.

H. Check controller/C.C.U. grounds for resistance (10 ohms or less) once per year. Submit written reports.

I. check rain shut-off device monthly and clean/repair/replace as needed.

J. Inspect all valve boxes to ensure they are in good condition, lids are in place and locked.

K. Inspect backflow devices by utilizing a properly licensed backflow inspector. This should be done annually, at minimum.

L. Inspect all filters monthly and clean/repair/replace as needed.

M. Check pump stations fpr proper operation, pressures, filtration, settings, etc. - refer to pump station operations manual.

N. Check and clean intake screens on all suction lines quarterly, at minimum. Clean and/or repair, as needed.

O. Winterize, if applicable, as weather in your area dictates. follow manufacturer recommendations and blow out all lines and equipment using compressed air. Perform seasonal startup of system as per manufacturer recommendations.

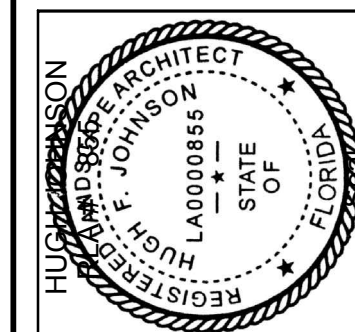
P. Conduct additional inspections, maintenance tasks, etc. that are particular for your site.

SOIL MOISTURE SENSOR (When applicable)

1. Place all soil moisture sensor wiring in 1" SCH 40 PVC conduit

2. Soil moisture sensor should be placed in the middle of a spray or drip area as per manufacturer's recommendations.

3. Controller shall be set to the Florida Automated Weather Network's urban scheduler settings using the SMS as a moisture cut off device (like a rain switch) per manufacturer directions.



Revision Dates

Irrigation Plan
Garrison Bight Marina
711 Eisenhower Drive
Key West, Florida

Sheet Description
IRRIGATION
NOTES

Release Date
2-20-23

Project Number
2314B

Drawing Number

IR-3
Sheet 3 Of 3

Lease Agreements

RESOLUTION NO. 22-044

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED ASSIGNMENT OF LEASE AND CONSENT OF LESSOR FROM GARRISON BIGHT MARINA, INC. (ASSIGNOR) TO GARRISON BIGHT SMI, LLC, A SUBSIDIARY OF SUNTEX MARINA INVESTORS (ASSIGNEE/GUARANTOR) FOR THE UNIMPROVED UPLAND PARCEL LOCATED AT 711 EISENHOWER DRIVE (ANGELFISH PIER), AS DESCRIBED IN THE LEASE APPROVED IN RESOLUTION 18-376; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission approved the original Lease Agreement with Garrison Bight Marina, Inc. for Upland Property located at 711-717 Eisenhower Drive in Resolution 18-376; and

WHEREAS, the current owner has requested an assignment of the Lease, as permitted in Section 10 of the lease, to accompany an agreement to sell their business.

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

Section 1: That the attached "Assignment of Lease Agreement and Consent of Lessor" from Garrison Bight Marina, Inc. to Garrison Bight SMI, LLC, a subsidiary of Suntex Marina Investors for unimproved upland property at 711 Eisenhower Drive (Angelfish Pier) is hereby approved.

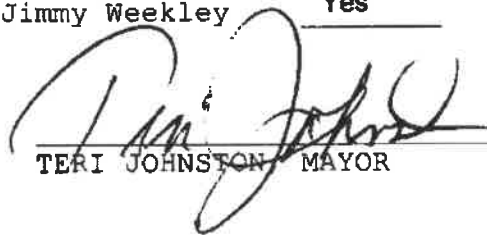
Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 1st day of February, 2021.

Authenticated by the Presiding Officer and Clerk of the Commission on 2nd day of February, 2021.

Filed with the Clerk on February 2, 2021.

Mayor Teri Johnston	<u>Yes</u>
Vice Mayor Sam Kaufman	<u>Yes</u>
Commissioner Gregory Davila	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>


TERI JOHNSTON, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK

EXECUTIVE SUMMARY



TO: City Commission

CC: Patti McLauchlin
Todd Stoughton
Ron Ramsingh

FR: Michael Henriquez Jr, Senior Property Manager

DT: December 7, 2021

RE: Lease Assignment for Garrison Bight Marina, Upland Marina Parcel located at 711 Eisenhower Drive

ACTION STATEMENT

This is a request to approve a lease assignment from Garrison Bight Marina, Inc, (Assignor) to Garrison Bight SMI, LLC (Assignee) for the unimproved upland marina parcel located at 711 Eisenhower Drive.

BACKGROUND

The City owns a small irregular shaped portion of the unimproved land occupied by Garrison Bight Marina, Inc. The City entered into a lease renewal agreement pursuant to Resolution 18-376 for the parcel in December of 2018. Garrison Bight SMI, LLC, the Assignee, has requested this lease assignment in addition to the current leased properties by Garrison Bight Marina, Inc, the Assignor. The details are as follows:

- Demised Premises:** 7360 Square Feet
- Use:** Marina purposes only
- Term:** 10 Years, Effective December 1, 2018
- Lease Fees:** \$2126.51 Monthly, plus sales tax
- Rent Increases:** CPI Annually
- Additional Rent:** Tenant shall pay all taxes and insurance
- Utilities:** Tenant shall pay for all utility usage

The lease may be assigned with the consent of the Landlord pursuant to Section 10, excerpted here for your reference, as follows:

10. ASSIGNMENT AND HYPOTHECATION - This Lease is not transferable or assignable and may not be hypothecated nor sublet without the prior written consent of the LANDLORD which may be withheld and shall be at the sole discretion of the LANDLORD.

Any assignment or sub-letting, even with LANDLORD's consent shall not relieve TENANT from liability for payment of Rent or from the obligation to keep and be bound by the agreements of this Lease. The acceptance of Rent from any other person shall not be deemed to be a waiver of any of the agreements of this Lease or to be consent to the assignment for the benefit of creditors or by operation of law and shall not be effective to transfer any rights to any assignee without prior consent of LANDLORD. In the event TENANT wishes to assign this Lease and LANDLORD consents to such assignment, LANDLORD may charge a reasonable fee, not to exceed \$500.00 to help offset any costs LANDLORD may have in preparing such assignment, or in examining the information, financial statements, operating history, references, etc., necessary to effectuate same. Any assignment, transfer, hypothecation, mortgage, or subletting without LANDLORD'S written consent shall give LANDLORD the right to terminate this Lease and to re-enter and repossess the Demised Premises and the LANDLORD'S right to damages shall survive.

If the TENANT is a corporation, then a sale or transfer of a controlling interest in the corporation by sale of stock or otherwise shall constitute an assignment for purposes of this provision.

FINANCIAL: The rental rates will continue according to the terms of the lease. The Assignee will post a performance bond equal to six month's rent totaling \$12,759.06. In addition, pursuant to current management standards, a \$500.00 transfer fee will be charged to offset the Landlord's costs associated with the preparation of the assignment necessary to effectuate same.

STRATEGIC PLAN: This lease is consistent with Goal Number 5 'Cleanliness', numbers 6 & 7: Lease Agreements and Clean Marinas.

CONCLUSION: The use remains unchanged and will continue to be used only for Marina purposes.

ATTACHMENTS:

Current Lease
Exhibit A – Demised Area
Tenant request for Assignment
Assignment of Lease and Consent of Lessor
Performance Bond

ASSIGNMENT LEASE AGREEMENT AND CONSENT OF LESSOR

THIS ASSIGNMENT is made this 2nd day of February, 2022, by and between James Figuerado, Jr, as assignor, and Garrison Bight SMI, LLC, a Delaware Limited Liability Company, 17330 Preston Road, Suite 220A Dallas, TX, as assignee.

WHEREAS, the Assignor, in consideration of the covenants and agreements contained herein, assigns and transfers to Assignee the lease agreement (hereinafter "Agreement"), effective December 5, 2018, per Resolution 18-376, a copy of which is attached hereto as Exhibit "A" and incorporated by reference, that pertains to Upland Marina Parcel, located at 711 – 717 Eisenhower Drive, Key West, in Monroe County, Florida, and more particularly described on Attachment "A" of the Lease;

WHEREAS, Assignor desires to assign all of its right, title and interest in the Lease to Assignee, Assignee desires to accept and assume the same, and Landlord is willing to consent to the proposed Assignment, all on the terms and conditions thereof.

1. The Assignor assigns and transfers unto the Assignee all of its right, title, and interest in and to the Agreement and amendment thereof, and premises, subject to all the conditions and terms contained in the Agreement and this Assignment. Copies of the Agreement are attached hereto, incorporated by reference, and more particularly described as Exhibit "A".

2. The Assignor herein expressly agrees and covenants that it is the lawful and sole owner of the interest assigned herein; that this interest is free from all encumbrances; and that it has performed all duties and obligations and made all payments required under the terms and conditions of the lease agreement.

3. Assignee herein expressly agrees to assume, perform and be liable for all of the duties and obligations of "Tenant" required by and under the terms of the Lease, including but not limited to, the obligation to pay all rent due thereunder from and after the effective date of this Assignment.

4. The Assignee herein expressly agrees to provide to the Lessor throughout the current term of the Agreement, a performance bond from a federally insured bank in favor of lessor as security for the faithful performance by assignee of the terms, conditions and covenants of the Agreement. The amount of the performance bond shall be equal to six months of the total rent pursuant to the Agreement.

5. The Assignee herein expressly agrees herein to be liable for all the duties and obligations required by the terms of the lease agreement. The Assignee expressly agrees herein to pay all rent due after the effective date of this agreement, and to assume and perform all duties and obligations required by the terms of the lease agreement.

6. This assignment is contingent upon the completion of the sale between the assignor and assignee of the business conducted on the upland property at 711 – 717 Eisenhower Drive. References herein to the “effective date” shall mean the date of the closing of the aforementioned sale transaction. References to the upland property in this Assignment and/or the Lease refer to 711 – 717 Eisenhower Drive.

7. No later than the effective date of this Assignment, Assignee herein expressly agrees to pay Landlord \$500.00 to help offset any costs Landlord may have in preparing such assignment, or in examining the information, financial statements, operating history, references, etc., necessary to effectuate same.


8. In the event assignee files any form of bankruptcy, lessor shall be entitled to immediate termination of the automatic stay provisions of 11 U.S.C. §362, granting the lessor complete relief and allowing the lessor to exercise all of its legal and equitable rights and remedies, including, without limitation, the right to terminate this lease and dispossess assignee from the demised premises in accordance with Florida law. Additionally, assignee agrees not to directly or indirectly oppose or otherwise defend against the lessor’s effort to gain relief from any automatic stay. The lessor shall be entitled as aforesaid to the lifting of the automatic stay without the necessity of an evidentiary hearing and without the necessity or requirement of the lessor to establish or prove the value of the leasehold, the lack of adequate protection of his interest in the leasehold, or the lack of equity in the same. Assignee specifically agrees and acknowledges that the lifting of the automatic stay hereunder by the appropriate bankruptcy court shall be deemed to be “for cause” pursuant to section 362(d)(1).

9. Lessor’s consent to the lease assignment is further conditioned upon the Assignee securing a lease with the Lessor for the parcel attached as Exhibit B (more commonly referred to as the corner parcel at Palm Avenue and Eisenhower Drive) at a newly established rental rate within 2 months of the date of this assignment.


**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES ON FOLLOWING PAGES]**

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR:
Garrison Bight Marina, Inc.



Witness to Assignor
Zulama Rodriguez

By: 

Name: James Figuerado, Jr
Title: President

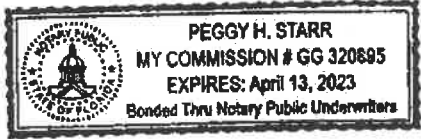
State of Florida }
County of ~~Monroe~~ } Lee.

Subscribed and sworn to (or affirmed) before me, by means of physical presence or
 online notarization, on 12-2-2021 (date) by
James Figuerado (name of affiant). He/She is personally known to me or has
produced Heida Duenes Rees (type of
identification) as identification.



NOTARY PUBLIC

My Commission Expires:



[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ASSIGNEES:
Garrison Bight SMI, LLC

[Signature]
Witness to Assignee

By: SMI PROPCO HOLDINGCO.LLC, a
Delaware Limited Liability Company

[Signature]
Witness to Assignee

Its sole member

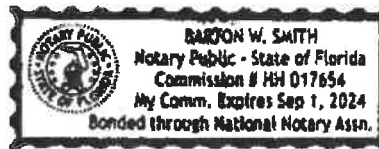
By: [Signature]
Name: David Filler
Title: Manager Member

State of Florida }
County of Monroe }

Subscribed and sworn to (or affirmed) before me, by means of physical presence or
 online notarization, on Jan. 14, 2022 (date) by
David Filler (name of affiant). He/She is personally known to me or has
produced _____ (type of
identification) as identification.

[Signature]
NOTARY PUBLIC

My Commission Expires:




CONSENT OF LESSOR

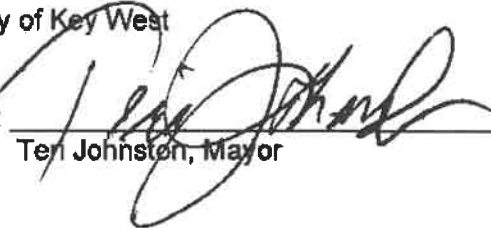
I, Teri Johnston, Mayor of the City of Key West, the Lessor named in the above assignment of that lease agreement executed by the City of Key West on December 5, 2018, per Resolution 18-376, herein expressly consent to that assignment so long as the sale between Assignor and Assignee of the business which is conducted on and from the upland lease on the premises known as 711 – 717 Eisenhower Drive is completed within two weeks of this assignment, failing which this Consent shall be deemed null and void, of no force or effect and withdrawn.

I also consent to the agreement by the Assignee to assume, after the effective date of the Assignment, the payment of rent and the performance of all duties and obligations as set forth in the lease and accept Assignees as tenant in the place of Garrison Bight SMI, LLC, alone.

LANDLORD/LESSOR:

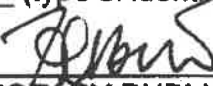
City of Key West


Witness as to Landlord/Lessor

By: 
Teri Johnston, Mayor

State of Florida }
County of Monroe }

Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, on February 2, 2022 (date) by Teri Johnston (name of affiant). He/She is personally known to me or has produced n/a (type of identification) as identification.


NOTARY PUBLIC

My Commission Expires:

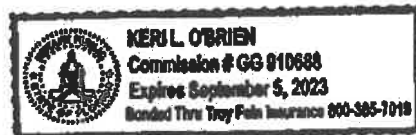
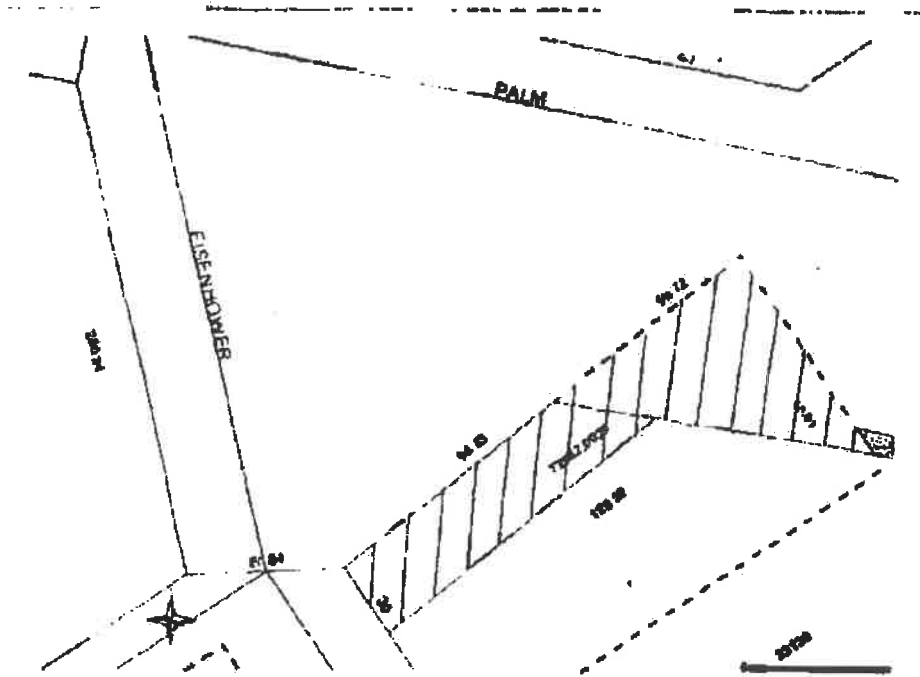


EXHIBIT "A"
LEASE AGREEMENT

EXHIBIT "A" Demised Premises, Site Plan



**EXHIBIT A
DEMISED PREMISES**

PARCEL ID -- 720.82-0029 AND A PORTION OF PARCEL ID 72082-0034
CONTAINING APPROXIMATELY 7360 SQUARE FEET AS CROSSHATCHED

CITY OF KEY WEST

Exhibit "B" Rent Schedule

Tenant: Garrison Bight Marina, Inc.
Location: 711 Eisenhower Drive (Marina Parcel)
Contact: James Figuerado Jr.

YEAR #	Period Beginning	December CPI	Base Rent		Sales Tax (7.0%) Monthly	Total Rent With Tax Monthly		TOTAL RENT ANNUAL
			Monthly	Annual		Monthly	Monthly	
1	December 1 2018	NA	\$2,050.00	\$24,600.00	\$143.50	\$2,193.50	\$26,322.00	
2	December 1, 2019	2.3%	\$2,097.15	\$25,165.80	\$146.80	\$2,243.95	\$26,927.41	
3	December 1, 2020	1.4%	\$2,126.51	\$25,518.12	\$148.86	\$2,275.37	\$27,304.39	
4	December 1, 2021		0.0%	\$0.00	\$0.00	\$0.00	\$0.00	
5	December 1, 2022		0.0%	\$0.00	\$0.00	\$0.00	\$0.00	
6	December 1, 2023		0.0%	\$0.00	\$0.00	\$0.00	\$0.00	
7	December 1 2024		0.0%	\$0.00	\$0.00	\$0.00	\$0.00	
8	December 1, 2025		0.0%	\$0.00	\$0.00	\$0.00	\$0.00	
9	December 1, 2026		0.0%	\$0.00	\$0.00	\$0.00	\$0.00	
10	December 1, 2027		0.0%	\$0.00	\$0.00	\$0.00	\$0.00	

Tenant pays taxes and insurance expenses directly



GREGORY S. OROPEZA | ADELE VIRGINIA STONES | SUSAN M. CARDENAS

VIA HAND DELIVERY AND ELECTRONIC MAIL
MICHAEL.HENRIQUEZ@CITYOFKEYWEST-FL.GOV

November 8, 2021

Michael Henriquez, Jr.
Senior Property Manager
The City of Key West
Post Office Cox 1409
Key West, Florida 33041-1409

RE: Request for Assignment of upland and submerged land leases at 711-717 Eisenhower Drive, Key West, Florida 33040:


Dear Mr. Henriquez,

The undersigned represents the interests of Garrison Bight Marina, Inc., a Florida corporation ("Garrison Bight Marina") with respect to a proposed sale of the real property located at 711-717 Eisenhower Drive, Key West, Florida 33040 (collectively the "Property"). There are four leases between Garrison Bight Marina and the City of Key West ("City") – (1) Angelfish Pier Upland Lease, (2) Parcel H Submerged Land Lease, (3) Parcel I Submerged Land Lease, and (4) Upland Lease at the corner of Eisenhower Drive and Palm Avenue (collectively the "Leases"). True and correct copies of the Leases are attached hereto and incorporated herein.

Garrison Bight Marina respectfully requests the assignment of the Leases to Garrison Bight SMI, LLC, the purchaser of the Property. By way of brief background, Garrison Bight SMI, LLC is a subsidiary of Suntex Marina Investors, which engages in the ownership and management of marina properties across the United States. The executive officers at Suntex have over 100 years combined experience investing in, acquiring, and managing marinas. Suntex prides itself on a growing reputation in the marina industry for its commitment to superior customer service, experienced marina managers and staff, conscious contributions to marina communities and expansive enthusiasm for creating memorable experiences on the water. The Suntex portfolio of marinas are located in California, Florida, Georgia, Iowa, Kentucky, Maryland, New Jersey, Oklahoma, Texas, Tennessee and Virginia.

If you should require any additional information, please do not hesitate to contact me.

Very Truly Yours,



Gregory S. Oropeza

Enc.

RESOLUTION NO. 22-045

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED LEASE BETWEEN THE CITY OF KEY WEST AND GARRISON BIGHT SMI, LLC, A DELAWARE LIMITED LIABILITY COMPANY, (LESSOR/GUARANTOR) FOR THE UPLAND CORNER PARCEL LOCATED AT 711 EISENHOWER DRIVE (ANGELFISH PIER); PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission previously approved four Lease Agreements for contiguous upland and submerged parcels with Garrison Bight Marina, Inc. for property located at 711-717 Eisenhower Drive; and

WHEREAS, concurrent with this resolution, on the February 1, 2022 regular agenda, the City Commission approved assignment of the Lease Agreements for the four parcels from Garrison Bight Marina, Inc. to Garrison Bight SMI, LLC, as permitted in Section 10 of the lease, to accompany an agreement to sell the business; and

WHEREAS, staff recommends, and the City Commission finds that it is in the best interests of the City, pursuant to Section 2-941(c) of the Code of Ordinances, to approve a Lease Agreement for the abutting parcel (a fifth parcel contiguous with the Garrison Bight Marina leased area), which was owned by Florida Department of Transportation until 2015, and has been historically occupied by Garrison Bight Marina, Inc., without benefit of a lease; and

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

Section 1: That the attached "Lease Agreement" between the City of Key West and Garrison Bight SMI, LLC, a Delaware limited liability company, for upland property (the "corner lot") at 711 Eisenhower Drive (Angelfish Pier), as depicted in "Exhibit A - Demised Premises, Site Plan" attached to the Lease Agreement, is hereby approved.

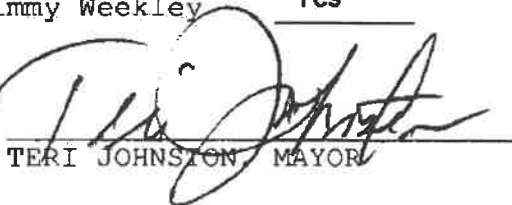
Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 1st day of February, 2022.

Authenticated by the Presiding Officer and Clerk of the Commission on 2nd day of February, 2022.

Filed with the Clerk on February 2, 2022.

Mayor Teri Johnston	<u>Yes</u>
Vice Mayor Sam Kaufman	<u>Yes</u>
Commissioner Gregory Davila	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>


TERI JOHNSTON, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK

EXECUTIVE SUMMARY



TO: City Commission

CC: Patti McLaughlin
Todd Stoughton
Ron Ramsingh

FR: Michael Henriquez Jr, Senior Property Manager

DT: January 4th , 2022

RE: Lease Approval for Garrison Bight SMI, LLC for the property located at the Corner of Eisenhower Drive and Palm Ave

ACTION STATEMENT

This is a request to approve a lease between the City of Key West and Garrison Bight Marina, LLC for the upland marina property located at the corner of Eisenhower Drive and Palm Avenue.

BACKGROUND

The City of Key West owns the large corner portion of land historically occupied by Garrison Bight Marina, Inc. FDOT quitclaimed the property back to the City of Key West in 2015. This portion of the property has been without a lease since that time. The new owners of the marina, Garrison Bight SMI, LLC are seeking a new lease for the historical use of the property. The Marina currently has 4 leased properties, 2 upland and 2 submerged land leases. The corner portion of land, referred to in this executive summary, would be the 5th.

With the adjacent marina parcel having the same permitted use, along with the current assignment of leases being processed to the same entity, in addition to the long term revenue for the associated parcel, approval of this lease waiving the bidding process with Garrison Bight SMI, LLC would be in the best interest of the City pursuant to Sec. 2-941(c), making all five parcels of the Historical Garrison Bight Marina leased by the same entity.

The rental terms are in line with the dates of the existing leases. The rental rate reflects an existing comparable market rate for properties currently leased by the city, with similar permitted uses. The details are as follows:

- Demised Premises:** 17,833.49 Square Feet more or less
- Use:** Marina purposes only
- Term:** 6 Years, Effective February 2022 with Commission Approval

Lease Fees: \$6,033.67 Monthly, plus sales tax

Rent Increases: CPI Annually

Security Deposit: Equal to two (2) months base rent, totaling \$12,067.34

Additional Rent: Tenant shall pay all taxes and insurance

Utilities: Tenant shall pay for all utility usage

Strategic Plan: This lease is consistent with Goal Number 5 'Cleanliness', numbers 6 & 7: Lease Agreements and Clean Marinas.

The lease may be assigned with the consent of the Landlord pursuant to Section 10, excerpted here for your reference, as follows:

10. ASSIGNMENT AND HYPOTHECATION - This Lease is not transferable or assignable and may not be hypothecated nor sublet without the prior written consent of the LANDLORD which may be withheld and shall be at the sole discretion of the LANDLORD.

Any assignment or sub-letting, even with LANDLORD's consent shall not relieve TENANT from liability for payment of Rent or from the obligation to keep and be bound by the agreements of this Lease. The acceptance of Rent from any other person shall not be deemed to be a waiver of any of the agreements of this Lease or to be consent to the assignment for the benefit of creditors or by operation of law and shall not be effective to transfer any rights to any assignee without prior consent of LANDLORD. In the event TENANT wishes to assign this Lease and LANDLORD consents to such assignment, LANDLORD may charge a reasonable fee, not to exceed \$500.00 to help offset any costs LANDLORD may have in preparing such assignment, or in examining the information, financial statements, operating history, references, etc., necessary to effectuate same. Any assignment, transfer, hypothecation, mortgage, or subletting without LANDLORD'S written consent shall give LANDLORD the right to terminate this Lease and to re-enter and repossess the Demised Premises and the LANDLORD'S right to damages shall survive.

If the TENANT is a corporation, then a sale or transfer of a controlling interest in the corporation by sale of stock or otherwise shall constitute an assignment for purposes of this provision.

CONCLUSION: The use remains unchanged and will continue to be used only for Marina purposes. The rental rate reflects similar market value for commercial waterfront property, with comparable permitted usage.

ATTACHMENTS:

Current Lease

Exhibit A – Demised Area

Exhibit B – Rent Schedule

Survey of Property

Lease Agreement

between

CITY OF KEY WEST

as Landlord

and

Garrison Bight SMI, LLC

as Tenant

Dated 2.2.2022

THIS LEASE is made as of the _____ day of _____, 20__ by and between the LANDLORD and TENANT identified below:

1. INFORMATION PROVISIONS: Information provisions in this section are intended to provide a summary of the corresponding sections of this lease and are in no way inclusive of the complete terms and conditions of this lease.

1.1 LANDLORD'S NAME & MAILING ADDRESS:
CITY OF KEY WEST
P.O. BOX 1409
KEY WEST, FL 33040

1.2 TENANT'S NAME & MAILING ADDRESS:
Garrison Bight SMI, LLC
711-717 Eisenhower
Key West, FL 33040

TENANT'S TRADE NAME: **Garrison Bight Marina SMI**

1.3 GUARANTOR (S) AND ADDRESS: Garrison Bight SMI, LLC, 17330 Preston Road, Suite 220A Dallas, TX 489 Madison Court,

1.4 DEMISED PREMISES (Section 2): **as per EXHIBIT "A"** located at 711-717 Eisenhower Drive, Key West, FL 33040 (hereinafter referred to as the "Property").

NET USABLE SQUARE FEET: 17,833.49 Square Ft, More or Less

EXPANSION/RIGHT OF FIRST REFUSAL: N/A

1.5 TERM (Section 3.): SIX (6) YEARS

1.5.1 COMMENCEMENT DATE: January 19th, 2022 conditioned on closing of fee simple parcel, as acknowledged by TENANT'S written statement.

1.5.2 RIGHT TO TERMINATE: Upon default as provided herein

1.5.3 RIGHT TO RENEW: Per Key West Code of Ordinances Sec.2-941 Leases or as amended

1.6 MINIMUM RENT FOR TERM (Section 4): The base rent and base rent increases for the term and any renewals thereof as **per EXHIBIT "B"** attached hereto and incorporated herein.

1.6.1 ADDITIONAL RENT: Tenant shall pay Sales, Use or Excise Taxes and any and all other sums of money or charges required to be paid by TENANT pursuant to the provisions of this lease.

1.6.2 RENT PAYMENT DUE DATE: Payable in advance on the first (1st) of each and every month of the term hereof.

1.6.3 LATE CHARGE: 15% of the amount in arrears if received after the fifth day of each and every month together with an administrative fee of \$50.00 for processing late payments.

- 1.6.4 PERCENTAGE RENT: N/A
- 1.6.5 HOLD OVER RENT: As provided by Section 83.53 Florida Statutes, as may be amended, based upon the Minimum Base rent during the last year of the lease term.
- 1.6.6 RENT CONCESSIONS: None
- 1.7 SECURITY DEPOSIT (Section 5): Equal to two (2) months base rent excluding sales cost as per EXHIBIT "B", totaling \$12,067.34
- 1.8 PERMITTED USE (Section 6): Operation of a marina and no other purpose
- 1.9 INSURANCE: (Section 9) \$2,000,000 aggregate and \$1,000,000 per occurrence commercial liability minimum coverage
- 1.10 ASSIGNMENT OR SUBLETTING: (Section 10) Allowed with Landlord's approval
- 1.11 UTILITIES: (Section 17) TENANT shall pay for all utilities

INITIALS: LANDLORD _____ TENANT _____

WITNESSETH:

That the LANDLORD and the TENANT, for and in consideration of the keeping by the parties of their respective obligations hereinafter contained, as well as for one dollar (\$1.00) and other good and valuable consideration by each of the parties unto the other, in hand paid simultaneously with the execution and delivery of these presents, the receipt of which is hereby acknowledged, have agreed as follows:

2. DEMISED PREMISES - Upon the terms and conditions hereinafter set forth, and in consideration of the payment from time to time by the TENANT of the rents hereinafter set forth, and in consideration of the performance continuously by the TENANT of each and every one of the covenants and agreements hereinafter contained by the TENANT to be kept and performed, the LANDLORD does hereby lease, let, and demise unto the TENANT, and the TENANT does hereby lease of and from the LANDLORD, the following Demised Premises situated, lying, and being in Monroe County, Florida: That portion of the Property outlined and/or crosshatched on Exhibit "A" which depicts the Net Usable Square Feet of the Demised Premises. The Net Usable Square Feet is defined as all interior floor space, any second floor space, storage, covered dining areas and commercially used outdoor areas or any other area set aside for the exclusive use and economic benefit of the Tenant and containing the approximate dimensions and area measured in accordance with the published BOMA/ANSI standard for calculating net usable floor area for stores: It is agreed that the Net Usable Square Feet for the purpose of any calculations which are based on Net Usable Square Feet is as stated in Section 1.4. LANDLORD reserves the right to re-measure the Demised Premises from time to time and to adjust the TENANT'S Net Usable Square Feet and the rent or rental rate applied to the square footage as determined by any re-measurement or change in use. TENANT accepts the Demised Premises in an "as is", "where is" condition and acknowledges that LANDLORD has no obligations for any construction or improvements in connection with TENANT'S occupancy of the Demised Premises.

LANDLORD reserves the right from time to time with good cause, upon at least sixty (60) days advance written notice to relocate TENANT to other Demised Premises within the Property, prior

to or during the term of this Lease, so long as usable area so substituted equals or exceeds the usable area of the Demised Premises; provided however that TENANT shall have the right at its sole option and as its sole remedy, to terminate the Lease upon sixty (60) days advance written notice which right must be exercised, if at all, within fifteen (15) days after receipt of LANDLORD'S relocation notice, which relocation notice may be withdrawn by LANDLORD within ten (10) days after LANDLORD'S receipt of TENANT'S termination notice, in which event TENANT'S attempted termination shall be null and void and the lease shall continue in full force and effect in accordance with its terms. In the event LANDLORD shall relocate TENANT to other space within the Property, LANDLORD shall pay the reasonable relocation costs of TENANT in connection therewith, but LANDLORD shall not have any other liability with respect to any such relocation.

Expansion/Right of First Refusal – N/A

3. TERM - The term of this Lease shall be for six (6) years which shall commence on approval of the lease by the City Commission, and shall end at midnight November 30th, 2028 unless sooner terminated as provided for herein. Upon occupancy TENANT shall furnish LANDLORD a written statement stating the TENANT has accepted the Demised Premises for occupancy and setting forth the actual commencement and expiration dates of the Lease. TENANT'S written statement shall become attached to and incorporated into this lease Exhibit "D". In the absence of TENANT'S written statement the lease term shall remain as stated above A Lease Year is the twelve-month period beginning on the commencement date of each year and ending at the conclusion of the same date one year later. If possession of the Demised Premises shall for any reason not be delivered to Tenant on the Commencement Date, this Lease shall nevertheless continue in full force and effect, and no liability whatsoever shall arise against LANDLORD out of any delay other than the abatement of rent.

Right to Terminate – Upon default as provided herein

Right to Renew – This Lease may be renewed upon rent and terms to be negotiated by the parties in accordance with the City of Key West Code of Ordinances. The rent and terms of the renewal term must be acceptable to both the LANDLORD and the TENANT in their absolute discretion and must be set forth in written addendum to this Lease. If the parties fail for any reason whatsoever to agree upon and enter into such addendum at least 120 days prior to the end of the initial term of this Lease, then any obligations that the parties may have pursuant to this section to negotiate renewal terms shall cease and LANDLORD shall be free to lease the Demised Premises to the general public upon such rent and terms as it deems appropriate.

4. RENT - The base rent and base rent increases for the term and any renewals thereof as per EXHIBIT "B" attached hereto and incorporated herein. Every year thereafter throughout the term of the lease the minimum base rent shall be adjusted annually on the anniversary date of the lease by the increase in Consumer Price Index for all Urban Consumers as published by the United States Department of Labor. In no event shall the minimum base rent be decreased. All rentals provided for herein shall be payable in advance, without prior demand therefore and without deductions or setoffs for any reason whatsoever on the first day of each and every month of the term hereof.

4.1 Late Charges. Any monthly rental not received by the fifth day of the month shall incur a late fee equal to fifteen percent 15% of the amount in arrears. In addition, all payments received after the due date shall incur a \$50.00 administrative fee to cover the costs of collecting and processing late payments. LANDLORD shall have no obligation to accept less than the full amount of all installments of rental, additional rental or other amounts due hereunder and interest thereon which are due and owing by TENANT to LANDLORD. If LANDLORD accepts less than the full amount owing, LANDLORD may apply the sums

received toward such TENANT'S obligations, as LANDLORD shall determine in its sole discretion, without waiving LANDLORD'S remedies for default.

- 4.2 **Interest on Rent.** Rent and additional rent not paid within fifteen (15) days of when due shall bear interest from the date due until paid at the highest rate permitted by law.
- 4.3 **Obligation to Survive.** TENANT'S obligation to pay rent that is accrued and unpaid hereunder shall survive the expiration or termination of the Lease.
- 4.4 The rent reserved under this Lease for the term hereof shall be and consist of:

(a) Beginning with the commencement date and throughout the term of this Lease, TENANT agrees to pay to the LANDLORD as and for minimum rent for the Demised Premises the annual amount, in equal monthly installments, in advance, on the first day of each and every calendar month, as per EXHIBIT "B". In the event the rent commencement date is other than the first day of a calendar month, the rent for the partial first calendar month of the term will be prorated on a daily basis and payable on the commencement date.

(b) Simultaneously with each such payment, TENANT agrees to pay to LANDLORD any sales, use or excise tax imposed or levied against rent or any other charge or payment required hereunder to be made by TENANT which tax has been imposed or levied by any governmental agency having jurisdiction thereof, this shall include any new taxes imposed during the term of this Lease which are in addition to or in substitution for any such tax which is presently imposed.

Commencing with the 1st day of the Term, TENANT agrees to pay, as Additional Rent, the Real Estate Tax Expense which shall include all real estate taxes and assessments both general and special imposed by federal, state or local governmental authority or any other taxing authority having jurisdiction over the Property against the land, buildings, store rooms, Common Areas and all other improvements together with any and all expenses incurred by LANDLORD in negotiations, appealing or contesting such taxes and assessments. Real Estate Tax Expense shall not include any additional charges or penalties incurred by LANDLORD due to late payment of Real Estate Taxes. In the event that any of the public area excluded later becomes taxable or is determined to be taxable then it shall be included for purposes of determining TENANT's proportionate share.

Commencing with the 1st day of the Term, TENANT agrees to pay, as Additional Rent, the Insurance Expenses which shall include all insurance premiums incurred by the LANDLORD in insuring the Property including hazard and liability insurance for any buildings or improvements.

Should any governmental taxing authority acting under any present or future law, ordinance or regulation, levy, assess or impose a tax, excise and/or assessment (other than an income or franchise tax) upon or against the rentals payable by TENANT to LANDLORD, whether by way of substitution for, or in addition to, any existing tax on land and buildings or otherwise, or any other substitute tax, the proceeds of which are to be used to fund the same governmental functions as were funded by ad valorem taxes, TENANT shall be responsible for and reimburse LANDLORD for the amount thereof, as the case may be, as additional rent, 7 days before the date that any penalty or interest would be added thereto for non-payment or, at the option of LANDLORD, the same shall be payable in the manner provided for in the preceding paragraph. Substitute taxes as referred

to above in this Section shall include, without limitation, any surtax on parking spaces.

Initial here if applicable

TENANT _____ LANDLORD _____

(c) Common area charges are intentionally deleted

(d) Percentage Rent is intentionally deleted

(e) **Additional Rent.** Any and all other sums of money or charges required to be paid by Tenant pursuant to the provisions of this Lease, whether or not the same be so designated, shall be considered as "Additional Rent", and shall be payable and recoverable in the same manner as Rent. However, such Additional Rent shall be due upon demand and failure to pay such additional rent within seven (7) days shall be deemed a material breach of this lease. If Landlord shall make any expenditure for which Tenant is liable under this Lease and for which Tenant has not paid, the amount thereof shall be deemed Additional Rent due and payable by as indicated above. In addition to the foregoing rent, all other payments to be made by TENANT shall be deemed to be and shall become additional rent hereunder whether or not the same be designated as such and it shall be due and payable upon demand together with interest thereon at the highest rate permissible by law from their due date until the date it is paid. The LANDLORD shall have the same remedies for TENANT's failure to pay said additional rental the same as for non-payment of rent. LANDLORD, at its election, shall have the right to pay or do any act which requires the expenditure of any sums of money by reason of the failure or neglect of TENANT to perform any of the provisions of this Lease, and in the event LANDLORD shall, at its election, pay such sums or do such acts requiring the expenditure of monies, TENANT agrees to pay LANDLORD, upon demand, all such sums, and the sums so paid by LANDLORD and any expenses incurred by LANDLORD in the payment of such sums together with interest thereon at the highest rate permitted by law from their due date through the date they are paid by TENANT shall be deemed additional rent and shall be payable and collectible as such. Rent shall be made payable to the LANDLORD as stated in Section 1.1 hereof.

(f) **Holding Over.** It is agreed that in the event of TENANT holding over after the termination of this lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary; the TENANT shall pay to LANDLORD a monthly occupancy charge as provided by Section 83.53 Florida Statutes, as may be amended, based upon the Minimum Base Rent during the last year of the lease term for each month from the termination or expiration of this Lease until the Demised Premises are delivered to the LANDLORD in the condition required herein, and LANDLORD'S right to damages for such illegal occupancy shall survive. In addition, TENANT shall pay all other charges payable by TENANT under this Lease

(g) **Rent Concessions.** None

5. **SECURITY - TENANT** simultaneously with the execution and delivery of this Lease, has deposited with the LANDLORD the sum equal to two (2) months base rent excluding sales cost as per **EXHIBIT "B"**, totaling \$12,067 and as stated in Section 1.7 hereof, which sum shall be retained by LANDLORD as security for the payment by TENANT of the rents herein agreed to be paid by TENANT and for the faithful performance by TENANT of the terms, conditions and covenants of this Lease. It is agreed that LANDLORD, at LANDLORD's option, may at any time

apply said sum or any part thereof toward the payment of the rents and any other sum payable by TENANT under this Lease, and/or toward the performance of each and every covenant under this Lease, but such covenants and TENANT's liability under this Lease shall thereby be discharged only pro tanto; that TENANT shall remain liable for any amounts that such sum shall be insufficient to pay; that LANDLORD may exhaust any or all rights and remedies against TENANT before resorting to said sum, but nothing herein contained shall require or be deemed to require LANDLORD to do so; that, in the event this deposit shall not be utilized for any of such purposes, then such deposit shall be returned by LANDLORD to TENANT within sixty (60) days after the expiration of the term of this Lease. TENANT shall deposit with LANDLORD such additional sums which may be necessary to replace any amounts expended there from by LANDLORD pursuant hereof, so that there shall always be a security deposit in the sum first set forth above. The Security deposit provided for herein shall be held by the LANDLORD in a non-interest-bearing account and may be co-mingled by the LANDLORD at the LANDLORD's sole discretion.

6. USE OF THE DEMISED PREMISES -TENANT shall use the Demised Premises for the purposes of:

Operation of a marina and no other purpose.

TENANT further agrees:

(a) To operate 100% of the Demised Premises for a minimum of eight (8) hours per day, seven days per week for the entire term of this lease pursuant to the highest reasonable standards of its Business category, maintaining a substantial stock of appropriate merchandise on display, with sufficient personnel to service its trade.

(b) With respect to the Property, not to display any merchandise, solicit business or distribute advertising material beyond the Demised Premises, nor in any manner use any part of the Common Areas for purposes other than for their intended common use and not to obstruct any part thereof.

(c) Not to display any banners, pennants, searchlights, window signs, balloons, or similar temporary advertising media on the exterior of the Demised Premises.

(d) Not to commit waste in the Demised Premises or Common Areas and to keep the Demised Premises and immediate adjacent areas including, without limitation, adjacent sidewalks, in a safe, neat, clean and orderly condition and to maintain and repair any lighting or signs under any canopy immediately in front of the Demised Premises.

(e) Not to use the Demised Premises or permit the same to be used in any manner which violates any law, ordinance or constitutes a nuisance; for lodging purposes; that may injure the reputation of the Property or annoy, inconvenience or damage its patrons or other TENANT'S; or that would constitute an extra-hazardous use or violate any insurance policy of TENANT, LANDLORD or any other TENANT in the Property or increase the cost thereof.

(f) To keep all garbage, refuse and solid waste inside the Demised Premises in the kind of containers specified by LANDLORD, or to place the same outside the Demised Premises, prepared for collection, in the manner and at the times and places designated by LANDLORD or the appropriate disposal company. TENANT agrees not to burn or permit any burning of garbage or refuse on the Demised Premises or any part of the Property. TENANT further agrees that, upon LANDLORD's instruction, TENANT shall separate garbage for recycling and deposit the separate garbage in the receptacle designated by

LANDLORD. TENANT further agrees to make every effort to recycle all glass, metal, paper and plastic refuse and solid waste.

(g) TENANT shall contract directly with the pertinent governmental authority or disposal company and shall be responsible for all fees and costs of removal and disposal of solid waste, garbage, and refuse including but not limited to, impact fees and dumpster rental with the exception of seaweed and beach debris. TENANT shall indemnify, save harmless and defend LANDLORD from and against any loss, claim, injury, damage or expense arising out of or related to the generation, storage, or removal or disposal of TENANT's garbage, refuse or solid waste.

(h) To use its best efforts to cause all trucks serving the Demised Premises to load and unload from the hours of 7:00 a.m. to 11:00 a.m. and not to permit such trucks to service through the front entrance of the Demised Premises except when no other entrance is available.

(i) To take no action that would: (i) violate LANDLORD's contracts if any, affecting the Property or (ii) cause any work stoppage, picketing or cause any manner or interference with LANDLORD or, occupants, customers or any person lawfully in and upon the Property.

(j) Not to use amplified music or any other noise making machinery or devices that are in violation of the City of Key West Noise ordinance.

(k) To abide by and observe all reasonable rules and regulations established from time to time by LANDLORD and LANDLORD's insurance carrier with respect to the operation of the Property and its Common Areas. Rules and regulation are attached and incorporated herein as EXHIBIT "C".

(l) Not to conduct any auction, fire, bankruptcy or selling-out sale on or about the Demised Premises except in strict compliance with City Code Chapter 18.

(m) TENANT shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous substances or materials which TENANT or it agents brought onto the Property. TENANT shall not allow storage or use of such materials or substances in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into the Demised Premised or the Property any such materials or substances except to use in the ordinary course of TENANT'S business, and then only after written notice is given to LANDLORD of the identity of such substances or materials. Without limitation, hazardous substances and materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., any applicable state or local law and the regulations adopted under these acts. In addition, TENANT shall execute affidavits, representations and the like from time to time at LANDLORD'S request concerning TENANT'S best knowledge and belief regarding the presence of hazardous substances or materials in the Demised Premises. In all events, TENANT shall indemnify LANDLORD in the manner elsewhere provided for in this Lease against any liability resulting from any release of hazardous substances or materials in the Demised Premises or Property by TENANT or it agents, while TENANT is in possession or caused by TENANT or persons acting under TENANT which is due to

hazardous substances that TENANT or its agents brought onto the Demised Premises or Property.

7. **COVENANT OF QUIET POSSESSION** - So long as TENANT pays all of the rent and charges due herein, TENANT shall peaceably and quietly have, hold, and enjoy the Demised Premises throughout the term of this Lease without interference or hindrance by LANDLORD or any person claiming by, through, or under LANDLORD.

8. **INDEMNIFICATION** - To the fullest extent permitted by law, the TENANT expressly agrees to indemnify and hold harmless the City of Key West, their respective officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, caused in whole or in part by any act, omission, or default by TENANT or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the TENANT or its subcontractors, material men or agents of any tier or their respective employees.

The indemnification obligations under this Agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the TENANT under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the TENANT or of any third party to whom TENANT may subcontract a work. This indemnification shall continue beyond the date of termination of the Agreement.

9. **TENANT'S INSURANCE** - At TENANT'S sole cost and expense, TENANT is to secure, pay for, and file with the LANDLORD, during the entire Term hereof, an occurrence form commercial general liability policy, covering the Demised Premises and the operations of TENANT and any person conducting business in, on or about the Demised Premises in a at least the following minimum amounts with specification amounts to prevail if greater than minimum amount indicated. Notwithstanding any other provision of this Lease, TENANT shall provide the minimum limits of liability coverage as follows:

Commercial General Liability	\$2,000,000	Aggregate
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$300,000	Fire Damage/Legal

TENANT shall also procure the following insurance coverage:

- (i) "All risk" property insurance, with minimum limits equal to the full replacement value of the structure being leased including property damage, hazard and theft coverage, and a replacement cost endorsement insuring TENANT'S improvements and betterments, fixtures, furnishings, equipment and any other property belonging to TENANT.

- (ii) Workers compensation and Employers Liability coverage as required by the provisions of Florida statute.

Any consignment agreement used by TENANT must provide that consignor acknowledge that the LANDLORD does not have any liability whatsoever for any damage which may be done to items left in the Demised Premises on consignment. The TENANT must provide the LANDLORD with a copy of any consignment agreement used by TENANT regarding Demised Premises. LANDLORD shall not be responsible for damage to any property belonging to TENANT or consignor. TENANT completely indemnifies the LANDLORD with regard to any claims made by any consignor for any reason. From time to time during this Lease, at LANDLORD'S request, TENANT shall (i) procure, pay for and keep in full force and effect such other insurance as LANDLORD shall require and (ii) increase the limits of such insurance as LANDLORD may reasonably require.

Any general liability or other policy insuring the LANDLORD does not provide any contributing or excess coverage for TENANT. The policies TENANT procures for TENANT'S exposure are the only coverage available to TENANT.

TENANT shall furnish an original Certificate of Insurance indicating, and such policy providing coverage, to LANDLORD named as "Additional Insured" on a PRIMARY and NON-CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, INCLUDING A "Waiver of Subrogation" clause in favor of LANDLORD on all policies. TENANT will maintain the General Liability coverage summarized above with coverage continuing in full force including the "additional insured" endorsement until at least 3 years beyond the termination of this Lease.

TENANT's insurance policies shall be endorsed to give 30 days written notice to LANDLORD in the event of cancellation or material change, using form CG 02 24, or its equivalent.

All policies of insurance required to be carried by TENANT pursuant to this Lease shall be written by responsible insurance companies authorized to do business in Florida with an AM Best rating of A-VI or better. Any such insurance required to be carried by TENANT hereunder may be furnished by TENANT under any blanket policy carried by it or under a separate policy therefore. Certificates shall be delivered to LANDLORD prior to the commencement of the Term of this Lease and, upon renewals, but not less than sixty (60) days prior to the expiration of such coverage. In the event TENANT shall fail to procure such insurance, LANDLORD may, at its option, procure the same for the account of TENANT, and the cost thereof shall be paid to LANDLORD as an additional charge upon receipt by TENANT of bills therefore, together with an administrative fee equal to fifteen (15%) percent to cover the cost of the LANDLORD'S efforts to procure such policy.

Certificates of Insurance submitted to LANDLORD will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. **PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.**

10. ASSIGNMENT AND HYPOTHECATION - This Lease is not transferable or assignable and may not be hypothecated nor sublet without the prior written consent of the LANDLORD which may be withheld and shall be at the sole discretion of the LANDLORD.

Any assignment or sub-letting, even with LANDLORD's consent shall not relieve TENANT from liability for payment of Rent or from the obligation to keep and be bound by the agreements of this

Lease. The acceptance of Rent from any other person shall not be deemed to be a waiver of any of the agreements of this Lease or to be consent to the assignment for the benefit of creditors or by operation of law and shall not be effective to transfer any rights to any assignee without prior consent of LANDLORD. In the event TENANT wishes to assign this Lease and LANDLORD consents to such assignment, LANDLORD may charge a reasonable fee, not to exceed \$500.00 to help offset any costs LANDLORD may have in preparing such assignment, or in examining the information, financial statements, operating history, references, etc., necessary to effectuate same. Any assignment, transfer, hypothecation, mortgage, or subletting without LANDLORD'S written consent shall give LANDLORD the right to terminate this Lease and to re-enter and repossess the Demised Premises and the LANDLORD'S right to damages shall survive.

If the TENANT is a corporation, then a sale or transfer of a controlling interest in the corporation by sale of stock or otherwise shall constitute an assignment for purposes of this provision.

11. SUBORDINATION - This Lease, and all rights of TENANT hereunder, are and shall be subject and subordinate to all mortgages, bond indentures and any other financing instrument (hereinafter referred to as security agreements) which may now or hereafter affect the Demised Premises and to each and every advance made or hereafter to be made under such security agreements and to all renewals, modifications, replacements and extensions of such security agreements and spreaders and consolidations of such security agreements. This paragraph shall be self-operative and no further instrument of subordination shall be required to make it effective, however, TENANT shall promptly execute and deliver any instrument reasonably requested to evidence such subordination.

If the holder of any such security instrument shall succeed to the rights of LANDLORD under this Lease, then at the request of such party so succeeding to the LANDLORD'S rights and upon such successor LANDLORD'S written agreement to accept TENANT'S attornment, TENANT shall attorn to such successor LANDLORD and will execute such instruments as may be necessary or appropriate to evidence such attornment. Upon such attornment, this Lease shall continue in full force and effect as if it were a direct Lease between the successor LANDLORD and TENANT upon all the terms, conditions, and covenants as are set forth in this Lease and shall be applicable after such attornment.

TENANT shall deliver to LANDLORD or the holder of any such security instrument or auditors, or prospective purchaser or the owner of the fee, when requested by LANDLORD, a certificate to the effect that this Lease is in full force and that LANDLORD is not in default therein or stating specifically any exceptions thereto. Failure to give such a certificate within ten business days after written request shall be conclusive evidence that the Lease is in full force and effect and LANDLORD is not in default and in such event, TENANT shall be stopped from asserting any defaults known to TENANT at that time.

12. CONDEMNATION

(a) It is further understood and agreed that if at any time during the continuance of this Lease the legal title to the Demised real estate or the improvements or buildings located thereon or any portion thereof be taken or appropriated or condemned by reason of eminent domain, there shall be such division of the proceeds and awards in such condemnation proceedings and such abatement of the fixed rent and other adjustments made as shall be just and equitable under the circumstances. If the LANDLORD and the TENANT are unable to agree upon what division of the condemnation award, abatement of fixed rent, or other adjustments are just and equitable within thirty (30) days after such award has been made, then the matters in dispute shall, by appropriate proceedings, be submitted to a court having jurisdiction of the subject matter of such controversy for its decision and

determination of the matters in dispute. If the legal title to the entire Demised Premises be wholly taken by condemnation, or if the portion taken will prevent the Demised Premises from being used for the purpose the TENANT intends, this Lease shall be canceled.

(b) In general, it is the intent and agreement of the parties that upon condemnation, the parties hereto shall share in the condemnation award to the extent that they would be entitled to receive compensation and damages under the Florida law for the depreciation, damage, or destruction of their interests by the exercise of the right of eminent domain. In no event shall TENANT be permitted to receive a share based on the value of the land or buildings, and/or improvements.

13. TENANT'S DEFAULT

(a) If the TENANT shall fail to pay any of the taxes or assessments herein provided for; or in case of the sale of or forfeiture of the Demised Premises or any part thereof during the demised term for non-payment of any tax or assessment; or in case the TENANT shall fail to keep insured the building or improvements which are now or which may at any time hereafter be upon the Demised Premises, as herein provided for; or shall fail to spend insurance money, as herein provided for; or if the TENANT shall fail to perform any of the covenants of this Lease by it to be kept and performed; then, in any of such events, except in the event of nonpayment of rent, upon ten (10) business days written notice, within which the TENANT may cure, and upon its failure to cure, it shall and may be lawful for the LANDLORD, at its election, to declare the demised term ended and to re-enter upon said Demised Premises, building, and improvements situated thereon, or any part hereof, either with or without process of law, the TENANT hereby waiving any demand for possession of the Demised Premises and any and all buildings and improvements then situated thereon. In the event of nonpayment of rent, LANDLORD may assert its right of notice and eviction pursuant to Chapter 83, Florida Statutes.

(b) Or, the LANDLORD may have such other remedies as the law and this instrument afford, and the TENANT covenants and agrees that upon the termination of said demised term, at such election of the said LANDLORD, or in any other way, TENANT will surrender and deliver up the Demised Premises and property (real and personal) peaceably to the LANDLORD, its agent, or attorneys, immediately upon the termination of the said demised term. If the TENANT, its agents, attorneys, or shall hold the Demised Premises or any part thereof, one (1) day after the same should be surrendered according to the terms of this Lease, it shall be deemed guilty of forcible detainer of the Demised Premises under the statute and shall be subject to eviction or removal, forcibly or otherwise, with or without process of law.

(c) BANKRUPTCY OF TENANT. IN THE EVENT TENANT FILES ANY FORM OF BANKRUPTCY, LANDLORD SHALL BE ENTITLED TO IMMEDIATE TERMINATION OF THE AUTOMATIC STAY PROVISIONS OF 11 U.S.C. §362, GRANTING THE LANDLORD COMPLETE RELIEF AND ALLOWING THE LANDLORD TO EXERCISE ALL OF HIS LEGAL AND EQUITABLE RIGHTS AND REMEDIES, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO TERMINATE THIS LEASE AND DISPOSSESS TENANT FROM THE DEMISED PREMISES IN ACCORDANCE WITH FLORIDA LAW. ADDITIONALLY, TENANT AGREES NOT TO DIRECTLY OR INDIRECTLY OPPOSE OR OTHERWISE DEFEND AGAINST THE LANDLORD'S EFFORT TO GAIN RELIEF FROM ANY AUTOMATIC STAY. THE LANDLORD SHALL BE ENTITLED AS AFORESAID TO THE LIFTING OF THE AUTOMATIC STAY WITHOUT THE NECESSITY OF AN EVIDENTIARY HEARING AND WITHOUT THE NECESSITY OR REQUIREMENT OF THE LANDLORD TO

ESTABLISH OR PROVE THE VALUE OF THE LEASEHOLD, THE LACK OF ADEQUATE PROTECTION OF HIS INTEREST IN THE LEASEHOLD, OR THE LACK OF EQUITY IN THE SAME. TENANT SPECIFICALLY AGREES AND ACKNOWLEDGES THAT THE LIFTING OF THE AUTOMATIC STAY HEREUNDER BY THE APPROPRIATE BANKRUPTCY COURT SHALL BE DEEMED TO BE "FOR CAUSE" PURSUANT TO SECTION 362(D) (1).

(d) Where the alleged default consists of some alleged violation of any term of this Lease, other than the payments of money, including rent, the LANDLORD may not declare this Lease in default until such violation shall have continued for ten (10) days after the LANDLORD shall have given the TENANT written notice of such violation, and TENANT shall not have undertaken, during said ten (10) day notice period, to cure said violation by vigorous and affirmative action, provided, however, that nothing herein contained shall be construed as precluding the LANDLORD from having such remedy as may be and become necessary in order to preserve the LANDLORD's right and interest of the LANDLORD in the Demised Premises and in this Lease, even before the expiration of the grace or notice periods provided for in this paragraph, if, under particular circumstances then existing, the allowance of such grace or the giving of such notice would prejudice or endanger the rights and estate of the LANDLORD in this Lease and in the Demised Premises. With respect to the payment of the insurance premiums, the same must be paid at least fifteen (15) days prior to the time when the policies would lapse for the failure to pay premiums thereon, and evidence of such payment given to the LANDLORD without any written notice being required to be served upon the TENANT in connection therewith.

(e) All default and grace periods shall be deemed to run concurrently and not consecutively.

(f) It is mutually covenanted and agreed that the various rights, powers, options, elections, privileges, and remedies of the LANDLORD contained in this Lease shall be construed as cumulative and no one of them shall be construed as being exclusive of the other or exclusive of any rights or priorities allowed by law.

(g) It is further covenanted and agreed by and between the parties hereto that the right given to the LANDLORD in this Lease to collect the rent that may be due under the terms of this Lease by any proceeding under same, or the right to collect any additional rent, money, or payments due under the terms of this Lease by any proceedings under same, or the right given the LANDLORD to enforce any of the terms and provisions of this Lease shall not in any way affect the right of such LANDLORD to declare this Lease void and the terms ended hereby, as herein provided, when default is made in the payment of said rent or when default is made by the TENANT in any of the terms and provisions of this Lease.

(h) If at any time, by reason of the failure of the TENANT to keep and perform any covenant or agreement which, under the terms of this Lease, the TENANT is bound and obligated to keep and perform, it becomes necessary for LANDLORD to employ an attorney to protect the rights and interests of the LANDLORD in the property demised or to enforce the Lease or proceed under it in any particular, then in any of such events, the TENANT will owe and will pay unto LANDLORD all costs of Court and reasonable attorney's fees incurred or expended by the LANDLORD in taking such actions, including actions taken in all trial and appellate courts.

14. TENANT'S REPAIRS - The TENANT covenants and agrees with the LANDLORD that

during the continuance of this Lease, the TENANT shall be solely responsible for maintaining the Demised Premises in a clean, sanitary and safe condition in accordance with the laws of the State of Florida and in accordance with all directions, rules and regulations of all inspectors, governmental departments and agencies having jurisdiction over the Demised Premises to ensure a good state of repair of the Demised Premises and all furnishings, including any special equipment brought, placed, or installed upon the Demised Premises by TENANT; nor will the TENANT suffer or permit any strip, waste, or neglect of any building or such personal property to be committed; and the TENANT will repair, replace, and renovate the said real and personal property as often as it may be necessary in order to keep the building or buildings and the personal property which is subject to the LANDLORD's lien, in good repair and condition. In the event that improvements or repairs are contemplated prior to or at the beginning of or during TENANT's occupancy, then this provision shall apply to the condition of the property as of the last repair, improvement or renovation.

In the event that LANDLORD shall deem it necessary or be required by any governmental authority to repair, alter, remove, reconstruct or improve any part of the Demised Premises or of the property (unless the same result from TENANT'S act, neglect, default or mode of operation, in which event LANDLORD shall make all such repairs, alterations or improvements at TENANT'S sole cost and expense), then the same shall be made by LANDLORD with reasonable dispatch, and should the making of such repairs, alterations and improvements cause any interference with TENANT'S use of the Demised Premises, such interference shall not relieve TENANT from the performance of its obligations hereunder nor shall such interference be deemed an actual or constructive eviction or partial eviction or result in abatement of rental.

15. ALTERATIONS

TENANT shall not make any alterations, additions or improvements to the Demised Premises (whether or not the same may be structural in nature) without LANDLORD'S prior written consent. All alterations, additions, or improvements made to the Demised Premises, except movable furniture and equipment installed at TENANT'S expense, shall be the property of the LANDLORD and remain upon and be surrendered with the Demised Premises at the expiration of the term of this Lease; provided, however, that LANDLORD may require TENANT to remove any additions made at TENANT'S request to the Demised Premises and to repair any damage caused by such removal, and provide further, that if TENANT has not removed its property and equipment within ten (10) days after the expiration or termination of this Lease, LANDLORD may elect to retain the same as abandoned property.

In the event TENANT shall request LANDLORD'S permission, and LANDLORD shall permit TENANT to perform any alterations, additions, improvements or repairs to the Demised Premises, TENANT shall (i) submit its plans and specifications to LANDLORD for its approval prior to the commencement of any construction, (ii) obtain all necessary permits prior to the commencement of any construction, (iii) only use contractors approved by LANDLORD, (iv) not permit any construction liens to be placed or remain on the Demised Premises. In the event a construction lien shall be filed against the Demised Premises as a result of work undertaken by TENANT, TENANT shall within ten (10) days of receiving notice of such lien, discharge the lien of record either by payment of the indebtedness to the lien claimant or by filing a bond as security therefore. All such work made by or on behalf of TENANT shall be performed in such manner as LANDLORD may designate and in accordance with all applicable laws and regulations of governmental authorities having jurisdiction over the same. All such work by TENANT or its contractors shall not interfere with, impede or delay any work by LANDLORD or its contractors, tenants or tenant's contractors. All contractors engaged by TENANT shall be bondable, licensed contractors, possessing good labor relations, and capable of performing quality workmanship.

16. EQUIPMENT, FIXTURES AND SIGNS

(a) All furnishings, fixtures, trade fixtures, equipment, and signs used on the Demised Premises by TENANT but provided by LANDLORD, will, at all times, be, and remain, the property of LANDLORD. Provided that this Lease is in good standing and subject to the LANDLORD'S lien for rent, TENANT will have the right to remove any furniture or fixtures provided by TENANT, or any part thereof, from the Demised Premises during the term of this Lease, at the expiration thereof, or within a reasonable time thereafter, provided, however, that TENANT, in so doing, does not cause any irreparable damage to the Demised Premises, and provided further, that TENANT will pay or reimburse LANDLORD for the reasonable expense of repairing damage caused by such removal.

(b) All TENANT signs shall be approved by the LANDLORD and must meet all applicable codes. The exact location, style, text, and color(s) of the sign shall be agreed upon by the LANDLORD, in writing, prior to TENANT'S installation. LANDLORD'S approval shall not be unreasonably withheld or delayed.

17. ADDITIONAL COVENANTS OF THE TENANT

(a) The TENANT shall pay for all utilities associated with the use of the Demised Premises including, but not limited to, water, electricity, sewer, gas and waste, (if applicable). In the event that a separate bill for the Demised Premises is not available for one or more of the utility services required by the Demised Premises, then the TENANT shall pay a pro-rated share of that particular utility bill based on a calculation of the ratio of the square footage of the Demised Premises and the total square footage of the area covered by that particular utility expense. In the event that the TENANT shall be billed for a pro-rated share, the LANDLORD shall provide TENANT a utility bill each month and TENANT shall pay the amount due to LANDLORD within ten (10) days of its receipt.

(b) The TENANT covenants and agrees with the LANDLORD that no damage or destruction to any building or improvement by fire, windstorm, or any other casualty shall be deemed to entitle the TENANT to surrender possession of the Demised Premises or to terminate this Lease or to violate any of its provisions or to cause any abatement or rebate in the rent then due or thereafter becoming due under the terms hereof, unless otherwise specifically provided for herein. If the Lease be canceled for the TENANT'S default at any time while there remains outstanding any obligation from any insurance company to pay for the damage or any part thereof, then the claim against the insurance company shall, upon the cancellation of the within-Lease, be deemed immediately to become absolute and unconditional property of the LANDLORD. In the event of destruction to the Demised Premises by casualty or hazard, LANDLORD will have the option of canceling the Lease, or repairing the building, and in the event that the LANDLORD elects to repair the building, an appropriate abatement of rent will occur.

(c) The TENANT shall be responsible for maintaining the plumbing and electrical system.

(d) The TENANT shall be responsible for maintaining the roof and exterior of the building

(e) The TENANT covenants and agrees with the LANDLORD that nothing in this Lease contained shall ever be construed as empowering the TENANT to encumber or cause

the LANDLORD to encumber the title or interest of the LANDLORD.

(f) The TENANT covenants and agrees with the LANDLORD that, at the termination of this Lease, the TENANT will peaceably and quietly deliver unto the LANDLORD, possession of the Demised Premises and all buildings and improvements, including Art in Public Places installations located thereon, as well as the TENANT'S interest in fixtures and equipment appertaining thereto.

(g) The TENANT agrees not to make any internal changes or exterior changes or alterations without written approval of the LANDLORD. This provision does not apply to TENANT's trade fixtures and/or other non-permanent fixtures on the interior of the Demised Premises.

18. LANDLORD'S RIGHT OF ENTRY - The LANDLORD or its agents shall have the right to enter upon the Demised Premises at all reasonable times to examine the condition and use thereof, provided only that such right shall be exercised in such manner as not to interfere with the TENANT in the conduct of the TENANT's business on said Demised Premises. If the said Demised Premises are damaged by fire, windstorm, or by any other casualty which caused the Demised Premises to be exposed to the elements, then the LANDLORD may enter upon the Demised Premises to make emergency repairs. LANDLORD may enter upon the Demised Premises to make renovations and repairs of a non-emergency nature by giving reasonable notice to the TENANT, and in such a manner as to minimize any inconvenience to both parties.

19. TENANT'S ACCEPTANCE - The TENANT accepts the Demised Premises and improvements thereon in an as is condition and all improvements and additions shall be at the sole expense of the TENANT except as may be otherwise provided for in this Lease.

20. MISCELLANEOUS PROVISIONS - It is mutually covenanted and agreed by and between the parties as follows:

(a) That no waiver of a breach of any of the covenants in this Lease contained shall be construed to be a waiver of all succeeding breach of the same covenant.

(b) That time is of the essence in every particular and particularly where the obligation to pay money is involved.

(c) That all arrearages in the payment of rent or in the repayment to the LANDLORD of any sums which the LANDLORD may have paid in order to cure a default of the TENANT (as elsewhere herein provided for), shall bear interest from the date when due and payable at the highest rate permitted by law until paid.

(d) That no modification, release, discharge, or waiver of any provision hereof shall be of any force, effect, or value unless in writing and signed by the persons who are then LANDLORD and TENANT.

(e) That all covenants, promises, conditions, and obligations contained herein or implied by law, or covenants running with the land, shall attach to and be binding upon the heirs, executors, administrators, successors, legal representatives, and assigns of each of the parties to this Lease.

(f) That this instrument contains the entire agreement between the parties as of this date, and that the execution hereof has not been induced by either of the parties by

representations, promises or understandings not expressed herein, and that there are not collateral agreements, stipulations, promises, or understandings whatsoever between the respective parties in any way touching the subject matter of this instrument which are not expressly contained in this instrument.

(g) That when either of the parties desire to give notice to the other or others in connection with and according to the terms of this Lease, such notice shall be deemed given when it shall have been deposited in the U.S. Registered or Certified mail with sufficient postage pre-paid thereon to carry it to its addressed destination. Said notice shall be addressed as follows:

AS TO LANDLORD: PROPERTY MANAGEMENT
CITY OF KEY WEST
P.O. BOX 1409
1300 WHITE STREET
KEY WEST, FL 33040

AS TO TENANT: Garrison Bight SMI, LLC
711-717 EISENHOWER
KEY WEST, FL 33040

When the parties on either side (LANDLORD or TENANT) consists of more than one person, notice or default by one of the persons on that side shall constitute notice or default by all of the persons on that side.

(h) This Lease and the provisions thereof shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

(i) The parties agree to waive trial by jury in any action between them arising out of or in any way connected with this lease or TENANT'S use or occupancy of the Demised Premises. The venue for any action brought under this lease shall lie in the State Court of Monroe County, Florida.

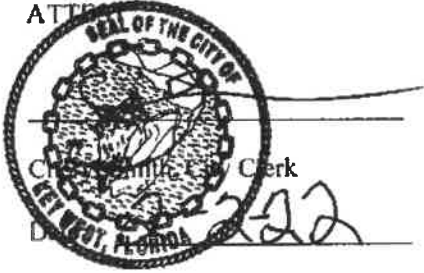
(j) If the TENANT or TENANTS are signing in a capacity other than as individuals, then the LANDLORD may require personal guarantees from individuals as the LANDLORD deems necessary.

(k) LANDLORD may delegate its decision-making authority regarding any provision of this Lease to an Advisory Board.

(l) This Lease is the result of negotiations between the parties and shall not be interpreted in favor of or to the detriment of either party due to its draftsmanship.

IN WITNESS WHEREOF, the parties hereto have caused the foregoing Lease to be executed on the day and year first above written.

ATTEST



LANDLORD: City OF Key West

Teri Johnston

By: Teri Johnston, Mayor

Date: 2-2-2022

TENANT: Garrison Bight SMI, LLC,
A Delaware limited liability company

By: SMI PROPCO HOLDINGCO, LLC
A Delaware limited liability company

Its sole member

David Filler

By: David Filler, Authorized Signatory

Date: 1-19-2022

Sharon Selt
WITNESS
Date: 1-19-2022

EXHIBIT "A" Demised Premises, Site Plan

LEASE AREA DESCRIPTION - AUTHORED BY THE UNDERSIGNED

A CITY OF KEY WEST LEASE AREA LOCATED ON THE ISLAND OF KEY WEST, MONROE COUNTY, STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE INTERSECTION OF THE NORTHEASTLY EXTENSION OF THE SOUTH-EASTERLY RIGHT-OF-WAY LINE OF ANGELA STREET AND THE NORTHEASTLY RIGHT-OF-WAY LINE OF FRESHWATER DRIVE, ONLY SALT POND OR BAY ROAD, AS CONSTRUCTED; THENCE N83°52'00"W FOR A DISTANCE OF 27.84 FEET TO THE EDGE OF ASPHALT OF SAID BISHOPMERE DRIVE, AS EXISTING ON DECEMBER 9, 2011; THENCE N90°14'11"W FOR A DISTANCE OF 90.08 FEET TO A POINT; THENCE N65°23'02"W FOR A DISTANCE OF 82.81 FEET TO A POINT; THENCE N. 45°23'47" E AND LEAVING SAID EDGE OF ASPHALT FOR A DISTANCE OF 18.48 FEET TO A POINT; THENCE N83°45'46"E FOR A DISTANCE OF 18.50 FEET TO A POINT; THENCE N75°28'02"E FOR A DISTANCE OF 18.66 TO A POINT ON THE WESTERLY EXTENSION OF AN EXISTING CHAIN LINK FENCE, AS EXISTING ON DECEMBER 09, 2001; THENCE MEANDERING THE SAID CHAIN LINK FENCE FOR THE FOLLOWING SIX (6) METERS AND BOUNDING COURSES; THENCE S80°42'00"E FOR A DISTANCE OF 187.70 FEET TO A POINT; THENCE S67°14'18"E FOR A DISTANCE OF 18.88 FEET TO A POINT; THENCE S88°02'52"E FOR A DISTANCE OF 14.94 FEET TO A POINT; THENCE S85°05'15"E FOR A DISTANCE OF 17.88 FEET TO A POINT; THENCE S61°58'23"E FOR A DISTANCE OF 11.31 FEET TO A POINT; THENCE S. 45°23'47" E FOR A DISTANCE OF 88.71 FEET TO THE NORTHEASTLY BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2577, AT PAGE 248 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE N80°47'14"E ALONG THE SAID NORTHEASTLY BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2577, AT PAGE 248 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA FOR A DISTANCE OF 20.44 FEET TO THE NORTHEASTLY BOUNDARY LINE OF A LEASE PARCEL, AS DESCRIBED IN AN UNRECORDED LEASE AGREEMENT BETWEEN THE CITY OF KEY WEST AND GARRISON EIGHT MARINA, INC, DATED DECEMBER 9, 2011; THENCE S80°08'35"W AND ALONG THE SAID NORTHEASTLY BOUNDARY LINE OF THE SAID LEASE PARCEL FOR A DISTANCE OF 88.78 FEET TO THE NORTHWESTLY BOUNDARY LINE OF THE SAID LEASE PARCEL; THENCE S84°21'06"W AND ALONG THE SAID NORTHWESTLY BOUNDARY LINE OF THE SAID LEASE PARCEL FOR A DISTANCE OF 134.45 FEET BACK TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 77,693.49 SQUARE FEET, MORE OR LESS.

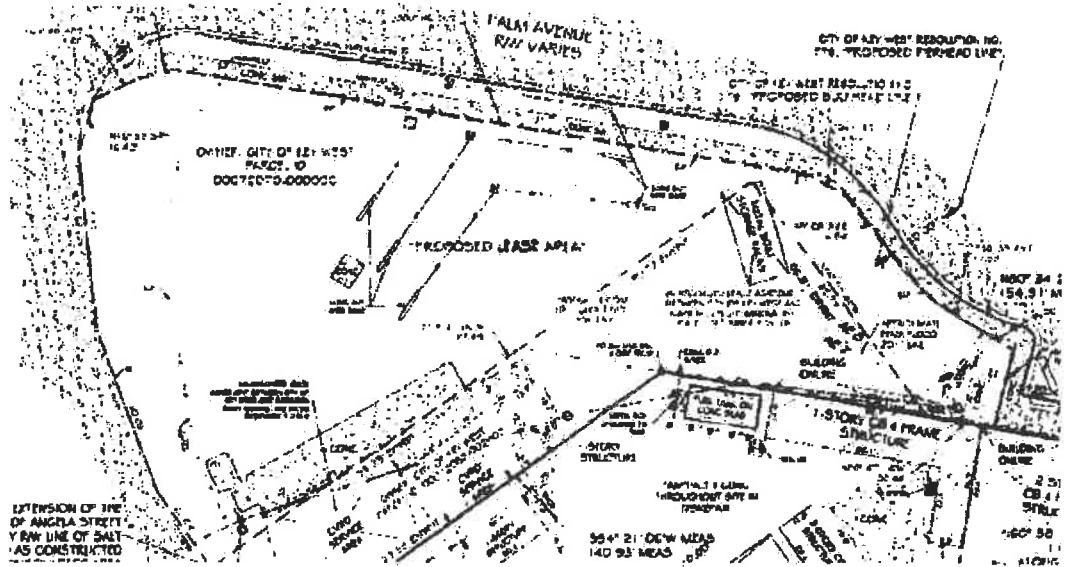


EXHIBIT "B" Rent Schedule

CITY OF KEY WEST

Exhibit "B" Rent Schedule

Tenant: Garrison Bicht SMI, LLC
Location: 711 Eisenhower Dr
Contact: David Filler

Term: 6 years effective Jan 19, 2022

1	Feb 1, 2022		\$8,033.87	\$72,404.04	\$440.46	\$6,474.13	\$77,689.55
2	Feb 1, 2023		CPI	CPI			
3	Feb 1, 2024		CPI	CPI			
4	Feb 1, 2025		CPI	CPI			
6	Feb 1, 2026		CPI	CPI			
6	Feb 1, 2027		CPI	CPI			
7	Feb 1, 2028		CPI	CPI			

Tenant pays Taxes and Insurance expenses directly.

Initial base rent was calculated by a comparable property at \$4.06/ sqft

Security Deposit = 2 months base rent totaling \$12,067.34

EXHIBIT "C" Rules and Regulations

1. TENANT shall not use any area outside of the demised premises as shown on Exhibit A or any portion of any common area or any parking areas for or any other purpose whatsoever including but not limited to the storage of goods, inventory, equipment, materials, whether or not said area is inside a building or outdoors.

EXHIBIT "D"

TENANT'S written notice of acceptance of the Demised Premises and setting forth the commencement and expiration dates of the lease.

RESOLUTION NO. 23-104

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF KEY WEST (LESSOR) AND GARRISON BIGHT SMI, LLC, A DELAWARE LIMITED LIABILITY COMPANY, (TENANT) FOR A SUBMERGED LAND PARCEL ABUTTING THE ANGELFISH PIER LEASED AREA (PARCEL "H") LOCATED AT 711-717 EISENHOWER DRIVE, AS DESCRIBED IN THE LEASE APPROVED IN RESOLUTION 19-310 AND ASSIGNED IN RESOLUTION 22-038; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution 19-310 the City Commission approved a Lease Agreement with Garrison Bight Marina, Inc. for Parcel H, which contains submerged land abutting the Angelfish Pier leased area located at 711-717 Eisenhower Drive, with renewal provisions set forth in Section 19 of the Lease; and

WHEREAS, in Resolution 22-038, the City Commission approved an Assignment of Lease pursuant to Section 10 of the Lease, to Garrison Bight SMI, LLC; and

WHEREAS, the current tenant has requested a lease renewal/extension to run concurrently with the tenant's lease for upland property, which expires on November 30, 2028; and

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

Section 1: That the attached "Second Amendment to Lease Agreement" between the City and Garrison Bight SMI, LLC, a Delaware limited liability company, for submerged land parcel abutting the Angelfish Pier leased area (Parcel "H"), located at 711-717 Eisenhower Drive is hereby approved.

Section 2: 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 18th day of April, 2023.


Authenticated by the Presiding Officer and Clerk of the Commission on 19th day of April, 2023.

Filed with the Clerk on April 19, 2023.

Mayor Teri Johnston	<u>Yes</u>
Vice Mayor Sam Kaufman	<u>Yes</u>
Commissioner Lissette Carey	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>


TERI JOHNSTON, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK



MEMORANDUM

Date: April 18, 2023

To: Honorable Mayor and Commissioners

Via: Albert P. Childress
City Manager

From: Gary Moreira
Senior Property Manager

Subject: **Lease Extension Request 711 – 717 Eisenhower Drive, Parcel H
City Owned Submerged Land Lease in Garrison Bight**

Introduction

This is a request to approve a lease extension amendment for the submerged land lease at 711 – 717 Eisenhower Drive, Parcel H, Key West, FL.

Background

The City of Key West entered into the submerged land lease for 711 – 717 Parcel 1 which commenced on September 1, 2019 and will expire on August 31, 2024. On February 2, 2022, interest in the lease was assigned to Garrison Bight SM, LLC along with 4 other related leases. Lessee is requesting an extension of term that will run concurrently with the term of Lessee's upland lease for 711 – 717 Eisenhower Drive which will expire on November 30, 2028.

Procurement

Demised Premises: A portion of Submerged Land Parcel H, containing approximately 19,874 square feet as shown in Exhibit A attached.

Term: August 31, 2024 through November 30, 2028.

Current Rent: \$1,076.51 per month, (\$12,918.12 annually).

Rent Increases: Annually through existing term and during extended term, every

September 1st – Adjustment according to CPI All Urban Consumers.

Additional Rent: State excise tax.

Recommendation

The use remains unchanged and will continue to be used for Marina purposes as deed requires. The City Manager's Office recommends the Mayor and Commission approve the resolution and execute the lease extension document.

Exhibits:
Second Amendment to Lease
Exhibit A

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement is entered into this 19th day of April, 2023, by and between the City of Key West, a municipal corporation, hereinafter ("LESSOR") and Garrison Bight SMI, LLC, whose riparian upland is pursuant to a lease with the City of Key West located at Angelfish Pier on Palm Avenue Key West, Florida 33040, (hereinafter "TENANT").

WITNESSETH

WHEREAS, LANDLORD and TENANT entered into a Lease Agreement on the 21st day of September, 2019 as first amended on the 7th day of April 2020 and as modified by assignment on the 2nd day of February, 2022 for the property located and described as follows:

A parcel of submerged land in Section 33, Township 67 South, Range 25 East, in Monroe County, containing approximately 19,874 square feet, more particularly known as Parcel H and described as shown on Exhibit A of the lease.

WHEREAS, the LANDLORD and TENANT now desire to amend their Lease Agreement which is attached hereto,

NOW, THEREFORE, in mutual consideration of the benefits conferred upon the parties by the terms of this Amendment, LANDLORD and TENANT agree as follows:

- 1 Lease Term: The lease termination date shall be November 30, 2028.
2. Except as modified herein, the Lease Agreement as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have made this Second Amendment to Lease Agreement on the date first written above.



City of Key West
A Municipal Corporation

By: Teri Johnston
Teri Johnston, Mayor

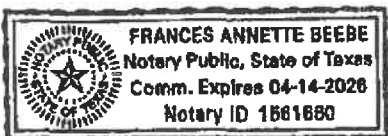
Garrison Bight SMI, LLC

Bryan Redmond
Name: Bryan Redmond
Title: President

Hether K. Kelly
Witness

Lessee

The foregoing First Amendment to Lease Agreement was acknowledged before me this 3rd day of April, 2023 by Bryan Redmond, who is personally known to me, or who [] produced _____ as identification.



My commission expires:

Frances Annette Beebe
Notary Public

Print name: Frances Annette Beebe

Lessor

The foregoing First Amendment to Lease Agreement was acknowledged before me this 19th day of April, 2023, by Keri Johnston, who is personally known to me, or who [] produced N/A as identification.

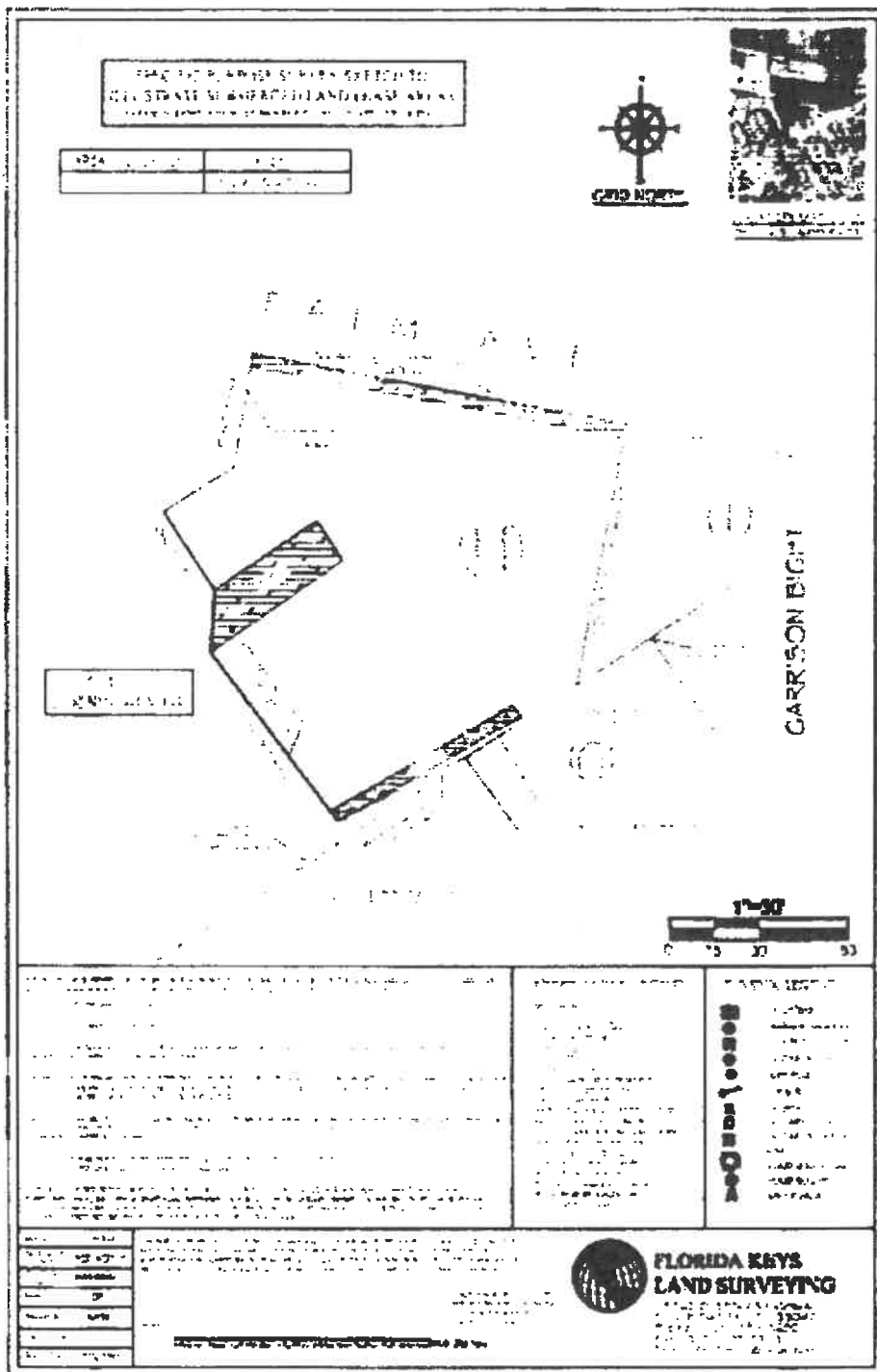


My commission expires:

[Signature]
Notary Public

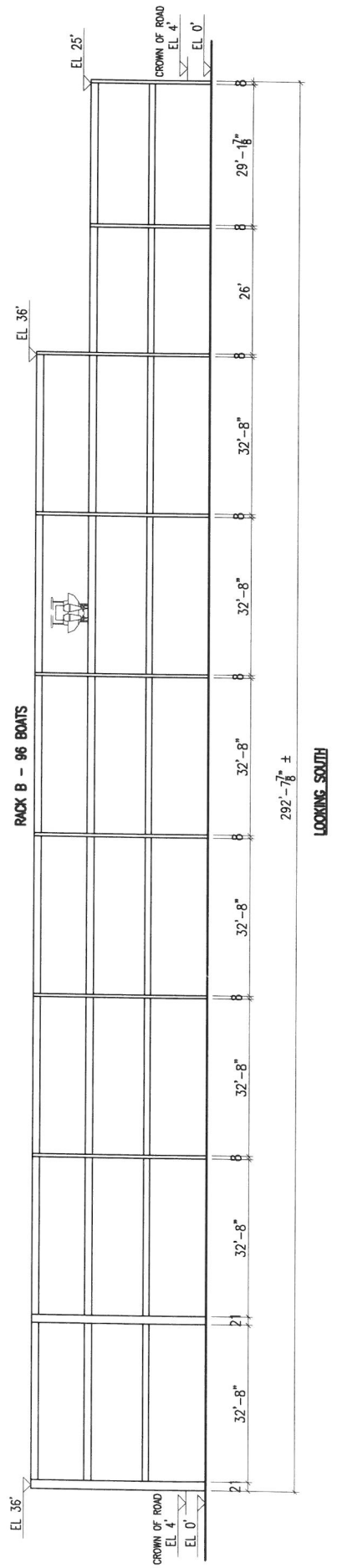
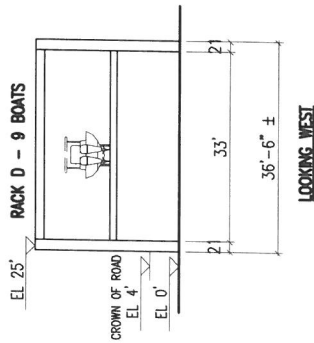
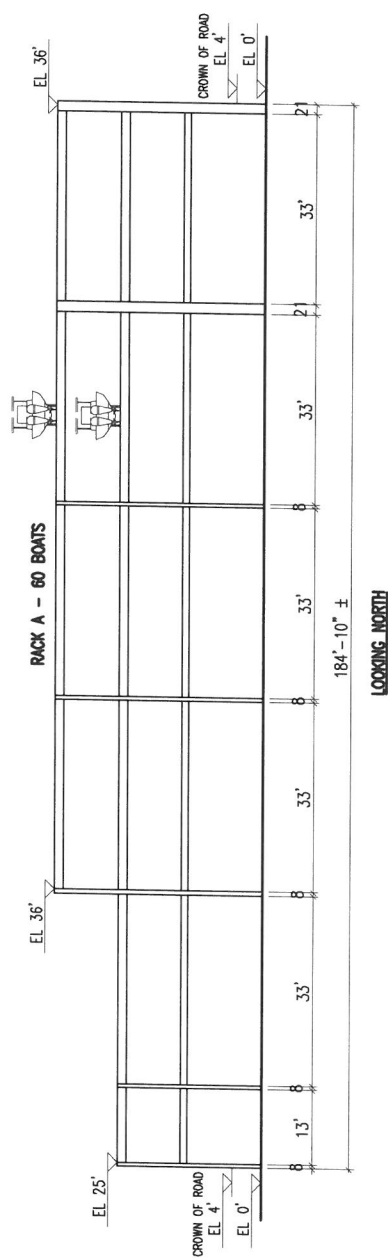
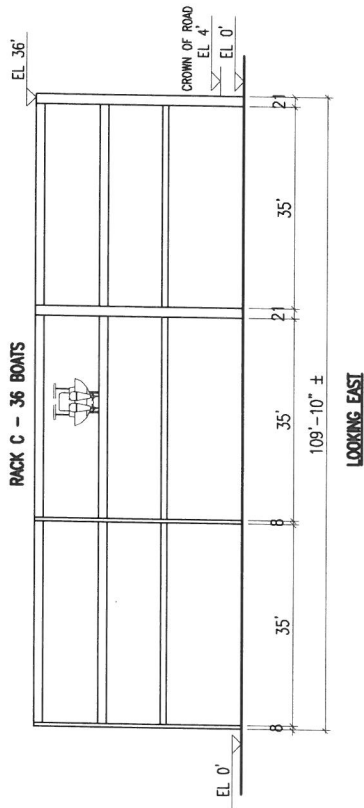
Print name: _____

Attachment "A"
Submerged Land Survey with
Riparian Upland Property Street Address

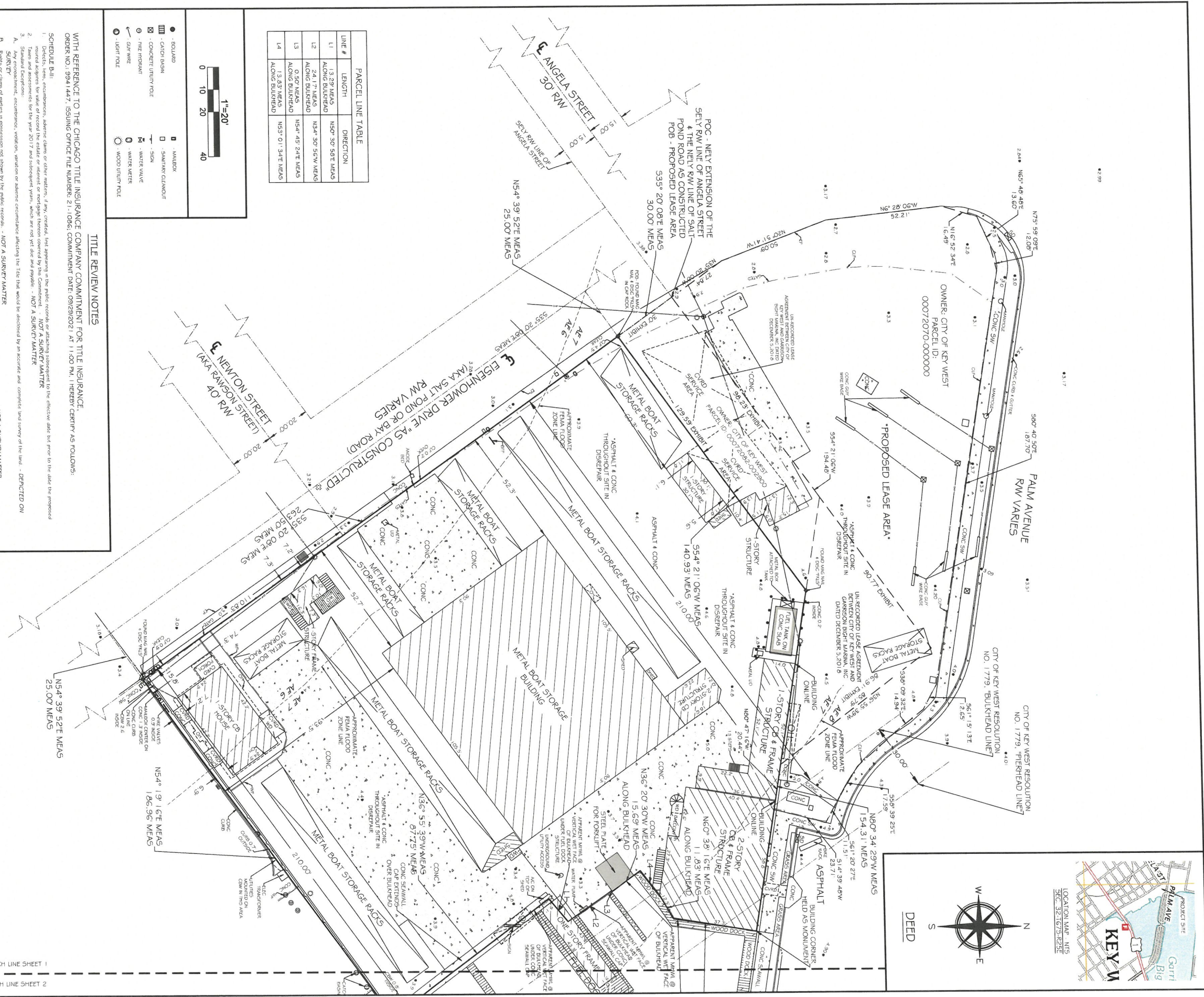


GARRISON BRIGHT MARINA

RACKS: TOTAL 201 BOATS
 ALL DIMENSIONS TO BE VERIFIED BY THE OWNERS
 ROOF & RACK PRODUCTS, LLC
 11-21-2023

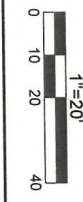


Survey



PARCEL LINE TABLE

LINE #	LENGTH	DIRECTION
L1	13.29' MEAS ALONG BULKHEAD	N50° 30' 50"E MEAS
L2	24.17' MEAS ALONG BULKHEAD	N34° 30' 53.64" MEAS
L3	0.50' MEAS ALONG BULKHEAD	N54° 48' 24"E MEAS
L4	13.23' MEAS ALONG BULKHEAD	N53° 01' 34"E MEAS



- BOLLARD
- ▣ CONC BISH
- CONC UTILITY POLE
- CONC UTILITY POLE
- LIGHT POLE
- MANHOLE
- SANITARY CLEANOUT
- SOIL
- ⊡ WATER VALVE
- ⊡ WATER METER
- WOOD UTILITY POLE

TITLE REVIEW NOTES

WITH REFERENCE TO THE CHICAGO TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE, ORDER NO.: 994 1447, ISSUING OFFICE FILE NUMBER: 21-110861, COMMITMENT DATE: 09/29/2021 AT 11:50 AM, THEREBY CERTIFY AS FOLLOWS:

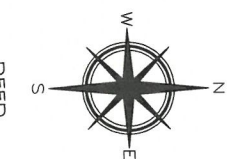
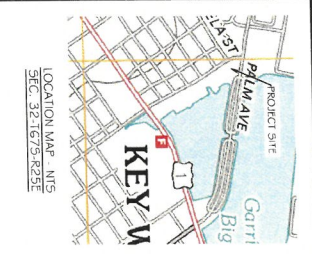
1. Deeds, liens, mortgages, adverse claims or other matters, if any, recorded, first appearing in the public records or attached subsequent to the effective date, but prior to the date the proposed title insurance policy was issued, or the date of the plat or subdivision map, which are not yet due and payable. - NOT A SURVEY MATTER
2. Taxes and assessments for the year 2017 and subsequent years, which are not yet due and payable. - NOT A SURVEY MATTER
3. Standard Description:
4. Any encroachments, easements, widths, variations or adverse circumstances including the Title that would be disclosed by an accurate and complete land survey of the land. - DEFICED ON SURVEY
5. **SURVEY**
6. A copy of any deed, mortgage, deed of trust, or other instrument recorded in the public records, which is not shown by the public records, - NOT A SURVEY MATTER
7. Assessments and taxes which are not shown as existing liens in the public records. - NOT A SURVEY MATTER
8. Any lien provided by County Ordinance or any Statute of Florida, including but not limited to, any lien for unpaid property taxes, - NOT A SURVEY MATTER
9. Any lien provided by County Ordinance or any Statute of Florida, including but not limited to, any lien for unpaid property taxes, - NOT A SURVEY MATTER
10. Any lien provided by the City of Key West, including but not limited to, any lien for unpaid property taxes, - NOT A SURVEY MATTER
11. Any lien provided by the City of Key West, including but not limited to, any lien for unpaid property taxes, - NOT A SURVEY MATTER
12. Subject to the provisions of the City of Key West, including but not limited to, any lien for unpaid property taxes, - NOT A SURVEY MATTER
13. **NOT A SURVEY MATTER**
14. Consents, conditions and restrictions set out in that Sherrill's Land Lease from the City of Key West to Island Tranquility, Inc., as approved pursuant to Resolution No. 151-87 recorded May 22, 2015 in Official Records Book 2744, Page 1151, as amended by that Ordinance, including but not limited to, any lien for unpaid property taxes, - NOT A SURVEY MATTER
15. Consents, conditions and restrictions set out in that Sherrill's Land Lease from the City of Key West to Island Tranquility, Inc., as approved pursuant to Resolution No. 151-87 recorded May 22, 2015 in Official Records Book 2744, Page 1151, as amended by that Ordinance, including but not limited to, any lien for unpaid property taxes, - NOT A SURVEY MATTER
16. Consents, conditions and restrictions set out in that Sherrill's Land Lease from the City of Key West to Island Tranquility, Inc., as approved pursuant to Resolution No. 151-87 recorded May 22, 2015 in Official Records Book 2744, Page 1151, as amended by that Ordinance, including but not limited to, any lien for unpaid property taxes, - NOT A SURVEY MATTER
17. Consents, conditions and restrictions set out in that Sherrill's Land Lease from the City of Key West to Island Tranquility, Inc., as approved pursuant to Resolution No. 151-87 recorded May 22, 2015 in Official Records Book 2744, Page 1151, as amended by that Ordinance, including but not limited to, any lien for unpaid property taxes, - NOT A SURVEY MATTER
18. Consents, conditions and restrictions set out in that Sherrill's Land Lease from the City of Key West to Island Tranquility, Inc., as approved pursuant to Resolution No. 151-87 recorded May 22, 2015 in Official Records Book 2744, Page 1151, as amended by that Ordinance, including but not limited to, any lien for unpaid property taxes, - NOT A SURVEY MATTER
19. Consents, conditions and restrictions set out in that Sherrill's Land Lease from the City of Key West to Island Tranquility, Inc., as approved pursuant to Resolution No. 151-87 recorded May 22, 2015 in Official Records Book 2744, Page 1151, as amended by that Ordinance, including but not limited to, any lien for unpaid property taxes, - NOT A SURVEY MATTER
20. Consents, conditions and restrictions set out in that Sherrill's Land Lease from the City of Key West to Island Tranquility, Inc., as approved pursuant to Resolution No. 151-87 recorded May 22, 2015 in Official Records Book 2744, Page 1151, as amended by that Ordinance, including but not limited to, any lien for unpaid property taxes, - NOT A SURVEY MATTER
21. Consents, conditions and restrictions set out in that Sherrill's Land Lease from the City of Key West to Island Tranquility, Inc., as approved pursuant to Resolution No. 151-87 recorded May 22, 2015 in Official Records Book 2744, Page 1151, as amended by that Ordinance, including but not limited to, any lien for unpaid property taxes, - NOT A SURVEY MATTER
22. Consents, conditions and restrictions set out in that Sherrill's Land Lease from the City of Key West to Island Tranquility, Inc., as approved pursuant to Resolution No. 151-87 recorded May 22, 2015 in Official Records Book 2744, Page 1151, as amended by that Ordinance, including but not limited to, any lien for unpaid property taxes, - NOT A SURVEY MATTER
23. Consents, conditions and restrictions set out in that Sherrill's Land Lease from the City of Key West to Island Tranquility, Inc., as approved pursuant to Resolution No. 151-87 recorded May 22, 2015 in Official Records Book 2744, Page 1151, as amended by that Ordinance, including but not limited to, any lien for unpaid property taxes, - NOT A SURVEY MATTER
24. Consents, conditions and restrictions set out in that Sherrill's Land Lease from the City of Key West to Island Tranquility, Inc., as approved pursuant to Resolution No. 151-87 recorded May 22, 2015 in Official Records Book 2744, Page 1151, as amended by that Ordinance, including but not limited to, any lien for unpaid property taxes, - NOT A SURVEY MATTER
25. Consents, conditions and restrictions set out in that Sherrill's Land Lease from the City of Key West to Island Tranquility, Inc., as approved pursuant to Resolution No. 151-87 recorded May 22, 2015 in Official Records Book 2744, Page 1151, as amended by that Ordinance, including but not limited to, any lien for unpaid property taxes, - NOT A SURVEY MATTER
26. Consents, conditions and restrictions set out in that Sherrill's Land Lease from the City of Key West to Island Tranquility, Inc., as approved pursuant to Resolution No. 151-87 recorded May 22, 2015 in Official Records Book 2744, Page 1151, as amended by that Ordinance, including but not limited to, any lien for unpaid property taxes, - NOT A SURVEY MATTER
27. Consents, conditions and restrictions set out in that Sherrill's Land Lease from the City of Key West to Island Tranquility, Inc., as approved pursuant to Resolution No. 151-87 recorded May 22, 2015 in Official Records Book 2744, Page 1151, as amended by that Ordinance, including but not limited to, any lien for unpaid property taxes, - NOT A SURVEY MATTER
28. Consents, conditions and restrictions set out in that Sherrill's Land Lease from the City of Key West to Island Tranquility, Inc., as approved pursuant to Resolution No. 151-87 recorded May 22, 2015 in Official Records Book 2744, Page 1151, as amended by that Ordinance, including but not limited to, any lien for unpaid property taxes, - NOT A SURVEY MATTER
29. Consents, conditions and restrictions set out in that Sherrill's Land Lease from the City of Key West to Island Tranquility, Inc., as approved pursuant to Resolution No. 151-87 recorded May 22, 2015 in Official Records Book 2744, Page 1151, as amended by that Ordinance, including but not limited to, any lien for unpaid property taxes, - NOT A SURVEY MATTER
30. Consents, conditions and restrictions set out in that Sherrill's Land Lease from the City of Key West to Island Tranquility, Inc., as approved pursuant to Resolution No. 151-87 recorded May 22, 2015 in Official Records Book 2744, Page 1151, as amended by that Ordinance, including but not limited to, any lien for unpaid property taxes, - NOT A SURVEY MATTER
31. Consents, conditions and restrictions set out in that Sherrill's Land Lease from the City of Key West to Island Tranquility, Inc., as approved pursuant to Resolution No. 151-87 recorded May 22, 2015 in Official Records Book 2744, Page 1151, as amended by that Ordinance, including but not limited to, any lien for unpaid property taxes, - NOT A SURVEY MATTER
32. Consents, conditions and restrictions set out in that Sherrill's Land Lease from the City of Key West to Island Tranquility, Inc., as approved pursuant to Resolution No. 151-87 recorded May 22, 2015 in Official Records Book 2744, Page 1151, as amended by that Ordinance, including but not limited to, any lien for unpaid property taxes, - NOT A SURVEY MATTER
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35. Consents, conditions and restrictions set out in that Sherrill's Land Lease from the City of Key West to Island Tranquility, Inc., as approved pursuant to Resolution No. 151-87 recorded May 22, 2015 in Official Records Book 2744, Page 1151, as amended by that Ordinance, including but not limited to, any lien for unpaid property taxes, - NOT A SURVEY MATTER
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TO: Garrison Right Marina, LLC, Surtee Marina Investors, LLC, Copera, Stores & Cameras, LLC, Chicago Title Insurance Company, Titrum Law.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE ACCOMPANYING TITLE INSURANCE POLICY, MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1, 2, 3, 4, 6a, 6, 9, 10a, 11b & 13 OF TABLE A, THE FIELD WORK WAS COMPLETED ON NOVEMBER 12, 2021.

DATE OF MAP: NOVEMBER 17, 2021.

THIS SHEET 1 OF 2 IS NOT FULL AND COMPLETE WITHOUT THE ATTACHED SHEET 2.



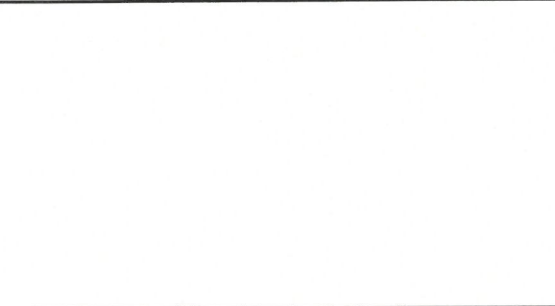
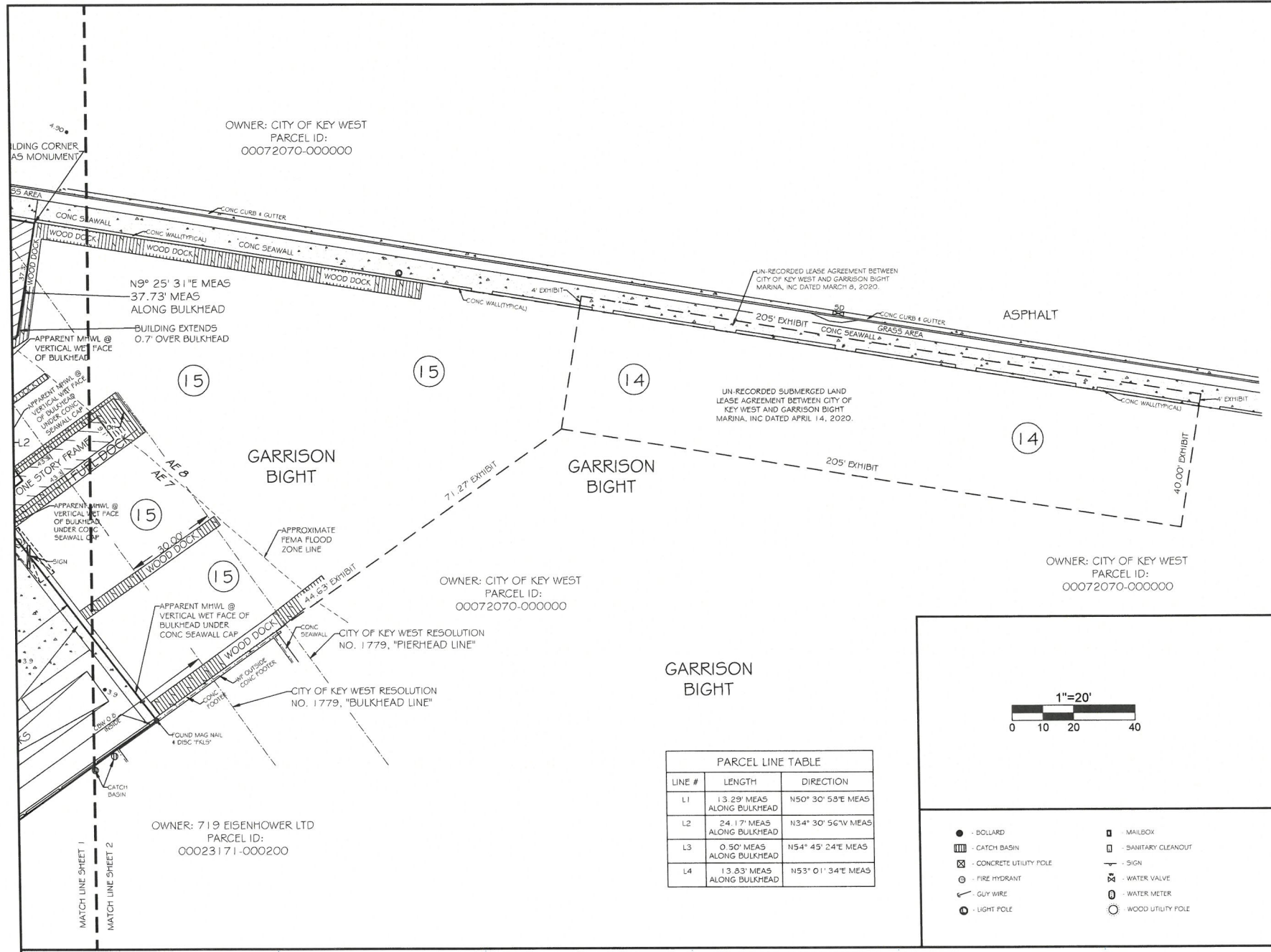
FLORIDA KEYS LAND SURVEYING
 21450 OCEAN VIEW, SUITE 4
 KEY WEST, FL 34092
 PHONE: (305) 394-3690
 FAX: (305) 509-7373
 EMAIL: FLSDserial@gmail.com

GARRISON BRIGHT MARINA - 701 EISENHOWER DRIVE
KEY WEST, MONROE COUNTY, STATE OF FLORIDA

DATE: 11/17/2021 SURVEY BY: EAI PROJECT: GARRISON BRIGHT
 REVISION DATE: 08/18/2022 DRAWN BY: MPB H. SCALE: 1"=20'
 ORDER NO.: 21-588 CHECKED BY: SHEET 1 OF 2

FLORIDA KEYS LAND SURVEYING
 21450 OCEAN VIEW, SUITE 4
 KEY WEST, FL 34092
 PHONE: (305) 394-3690
 FAX: (305) 509-7373
 EMAIL: FLSDserial@gmail.com

FLORIDA KEYS LAND SURVEYING
 21450 OCEAN VIEW, SUITE 4
 KEY WEST, FL 34092
 PHONE: (305) 394-3690
 FAX: (305) 509-7373
 EMAIL: FLSDserial@gmail.com



LEASE AREA DESCRIPTION - AUTHORED BY THE UNDERSIGNED

A CITY OF KEY WEST LEASE AREA LOCATED ON THE ISLAND OF KEY WEST, MONROE COUNTY, STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF ANGELO STREET AND THE NORTHEASTERLY RIGHT OF WAY LINE OF EISENHOWER DRIVE, (AKA SALT POND OR BAY ROAD), AS CONSTRUCTED; THENCE N35°20'08"W FOR A DISTANCE OF 27.54 FEET TO THE EDGE OF ASPHALT OF SAID EISENHOWER DRIVE, AS EXISTING ON DECEMBER 09, 2021; THENCE MEANDERING THE SAID EDGE OF ASPHALT FOR THE FOLLOWING TWO (2) METES AND BOUNDS COURSES, THENCE N20°51'41"W FOR A DISTANCE OF 50.09 FEET TO A POINT; THENCE N06°28'06"W FOR A DISTANCE OF 52.21 FEET TO A POINT; THENCE N16°52'34"E AND LEAVING SAID EDGE OF ASPHALT FOR A DISTANCE OF 16.49 FEET TO A POINT; THENCE N65°48'48"E FOR A DISTANCE OF 13.60 FEET TO A POINT; THENCE N75°59'09"E FOR A DISTANCE OF 12.08 TO A POINT ON THE WESTERLY EXTENSION OF AN EXISTING CHAIN LINK FENCE, AS EXISTING ON DECEMBER 09, 2021; THENCE MEANDERING THE SAID CHAIN LINK FENCE FOR THE FOLLOWING SIX (6) METES AND BOUNDS COURSES; THENCE S90°40'50"E FOR A DISTANCE OF 157.70 FEET TO A POINT; THENCE S61°15'13"E FOR A DISTANCE OF 12.65 FEET TO A POINT; THENCE S38°09'32"E FOR A DISTANCE OF 14.94 FEET TO A POINT; THENCE S56°39'25"E FOR A DISTANCE OF 17.59 FEET TO A POINT; THENCE S61°20'27"E FOR A DISTANCE OF 11.51 FEET TO A POINT; THENCE S14°39'48"W FOR A DISTANCE OF 23.71 FEET TO THE NORTHEASTERLY BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2677, AT PAGE 1346 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE N80°47'16"W ALONG THE SAID NORTHEASTERLY BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2677, AT PAGE 1346 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA FOR A DISTANCE OF 20.44 FEET TO THE NORTHEASTERLY BOUNDARY LINE OF A LEASE PARCEL AS DESCRIBED IN AN UNRECORDED LEASE AGREEMENT BETWEEN THE CITY OF KEY WEST AND GARRISON BIGHT MARINA, INC, DATED DECEMBER 5, 2018; THENCE N36°55'39"W AND ALONG THE SAID NORTHEASTERLY BOUNDARY LINE OF THE SAID LEASE PARCEL FOR A DISTANCE OF 85.79 FEET TO THE NORTHWESTERLY BOUNDARY LINE OF THE SAID LEASE PARCEL; THENCE S54°21'06"W AND ALONG THE SAID NORTHWESTERLY BOUNDARY LINE OF THE SAID LEASE PARCEL FOR A DISTANCE OF 194.48 FEET BACK TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 17,833.49 SQUARE FEET, MORE OR LESS.

SURVEYOR NOTES:

- BEARING BASE: ALL BEARINGS ARE BASED ON S35°20'08"E ASSUMED ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF EISENHOWER DRIVE (AS CONSTRUCTED).
- ALL ANGLES DEPICTED ARE 90 DEGREES UNLESS OTHERWISE INDICATED.
- ALL UNITS ARE SHOWN IN SURVEY FEET.
- STREET ADDRESS: 711 EISENHOWER DRIVE, KEY WEST, FLORIDA 33040.
- COMMUNITY NO.: 120160, MAP NO.: 12087C-1516K, MAP DATE: 02-18-2005; FLOOD ZONE: AE; BASE ELEVATION: 6.7 + 8'
- TOTAL UPLAND AREA = 51,957.52 SQFT ± (1.19 ACRES ±) *THIS DOES NOT INCLUDE LEASE AREAS.
- THE CURRENT ZONING REQUIREMENTS WERE NOT PROVIDED TO THE SURVEYOR BY THE CLIENT OR THEIR AGENT.
- THERE ARE 0 DEDICATED REGULAR PARKING SPACES ON THE PROPERTY. THERE ARE 0 DEDICATED HANDICAP PARKING SPACES ON THE PROPERTY.
- ALL FIELD WORK WAS COMPLETED ON 11/12/2021.
- ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.
- THE BOLD LINE SHOWN HEREON REPRESENTS THE SURVEYOR'S OPINION OF THE DEED LINES.
- THE MEAN HIGH WATER LINE AS SHOWN ON THIS SURVEY MAP WAS IDENTIFIED IN THE FIELD BY PHYSICAL EVIDENCE ON SITE SUCH AS DISCOLORATION, VEGETATION INDICATORS OR WRACK LINES. THIS IS NOT A MEAN HIGH WATER LINE SURVEY AND DOES NOT COMPLY WITH CHAPTER 177, PART II, FLORIDA STATUTES. THE SAID MEAN HIGH WATER LINE IS SHOWN FOR REFERENCE ONLY.
- THE LOCATION OF UTILITIES EXISTING OR SERVICING THE SUBJECT PROPERTY SHOWN ON THIS SURVEY WAS DETERMINED BY OBSERVED EVIDENCE ONLY. THERE WERE NOT ANY MARKINGS BY A PRIVATE UTILITY LOCATE OBSERVED IN THE FIELD.
- THE SUBMERGED LAND LEASE AREAS SHOWN HEREON ARE GRAPHICALLY DEPICTED, AS NO ACTUAL METES AND BOUNDS LEGAL DESCRIPTION EXISTS, TO REPRESENT THE SQUARE FOOTAGE CONTAINED WITHIN THE LEASE EXHIBITS. THE DEFINED NET USABLE SQUARE FOOTAGE WAS HELD OVER EXHIBIT DIMENSIONS.
- TITLE REVIEW NOTE #14 - THE SUBMERGED LAND LEASE PARCEL AS DEPICTED IN THE RESOLUTION RECORDED IN THE OFFICIAL RECORDS BOOK 2741, PAGE 2402 HAS BEEN REVISED PER AN UNRECORDED SUBMERGED LAND LEASE DOCUMENT SUPPLIED TO FLORIDA KEYS LAND SURVEYING BY THE CLIENT AND/OR THEIR AGENT. THE REVISED PARCEL(S) DIMENSIONS ARE SHOWN ON THE SURVEY MAP, PER THE UNRECORDED SUBMERGED LAND LEASE, DATED APRIL 14, 2020.
- TITLE REVIEW NOTE #15 - OFFICIAL RECORDS BOOK 2839, PAGE 1338 DOES NOT AFFECT OFFICIAL RECORDS BOOK 2744, PAGE 1151 AND AS SUCH IS NOT SHOWN ON THE SURVEY. THE SUBMERGED LAND LEASE PARCEL AS DEPICTED IN THE RESOLUTION RECORDED IN THE OFFICIAL RECORDS BOOK 2744, PAGE 1151 HAS BEEN REVISED PER AN UNRECORDED SUBMERGED LAND LEASE DOCUMENT SUPPLIED TO FLORIDA KEYS LAND SURVEYING BY THE CLIENT AND/OR THEIR AGENT. THE REVISED PARCEL(S) DIMENSIONS ARE SHOWN ON THE SURVEY MAP, PER THE UNRECORDED SUBMERGED LAND LEASE, DATED APRIL 14, 2020.
- BASED ON THE EXAMINATION OF PREVIOUS DEEDS AND THE CITY OF KEY WEST RESOLUTION NO. 1779, IT IS THIS SURVEYOR'S OPINION THAT THE SUBJECT PROPERTY HAS ALWAYS HAD RIPARIAN RIGHTS TO THE "WATERS OF THE GULF" (GARRISON BIGHT).
- BENCHMARK DESCRIPTION: NATIONAL GEODETIC SURVEY BENCHMARK; DESIGNATION - D121, P.I.D. AAO020, ELEVATION = 3.91' NGVD29.
- ELEVATIONS SHOWN HEREON ARE IN FEET AND BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929), AND ARE CERTIFIED TO +/- 0.10'.
- REVISION (1) - 11/19/2021 - REVISED TO INCLUDE UNRECORDED LEASE AREA.
- REVISION (2) - 12/09/2021 - REVISED LEASE AREAS AND AUTHORED DESCRIPTION OF A PROPOSED LEASE AREA.
- REVISION (3) - 12/15/2021 - REVISED TO INCLUDE THE RESOLUTION NO. 1779 PROPOSED BULKHEAD LINE & REVISED SURVEYOR NOTES & REVISED CERTIFICATIONS.
- REVISION (4) - 12/17/2021 - REVISED VERBIAGE RE: KEY WEST RESOLUTION NO. 1779
- REVISION (5) - 08/18/2022 - REVISED TO INCLUDE SPOT GRADE ELEVATIONS, FIELD MEASURED ON 07/02/22.

PARCEL LINE TABLE

LINE #	LENGTH	DIRECTION
L1	13.29' MEAS ALONG BULKHEAD	N50°30'55"E MEAS
L2	24.17' MEAS ALONG BULKHEAD	N34°30'56"W MEAS
L3	0.50' MEAS ALONG BULKHEAD	N54°45'24"E MEAS
L4	13.83' MEAS ALONG BULKHEAD	N53°01'34"E MEAS

LEGEND:

- BOLLARD
- ▣ CATCH BASIN
- ⊗ CONCRETE UTILITY POLE
- ⊙ FIRE HYDRANT
- GUY WIRE
- LIGHT POLE
- MAILBOX
- SANITARY CLEANDOUT
- SIGN
- WATER VALVE
- WATER METER
- WOOD UTILITY POLE

Scale: 1"=20'

LEGAL DESCRIPTION

Lots 1, 2, and 3, Tract 7, all according to Estate of Benjamin Albury's Subdivision of part of Tract 7, according to the Plat thereof recorded in Plat Book 1, Page 3 in the Public Records of Monroe County, Florida, being more particularly described as follows: Beginning at a point where the Northeastern extension of the Southeastern line of Angelo Street intersects the Northeastern line of Salt Pond or Bay Road, thence Southeastern along the Northeastern line of Salt Pond or Bay Road a distance of 209 feet, more or less, to the point where the N.E. ly extension of the S.E. ly line of Angelo Street intersects the said existing bulkhead if extended N.W. ly; thence S.W. ly along the N.E. ly extension of the S.W. ly line of Angelo Street extending Northeastern a distance of 189 feet, more or less, intersecting the existing bulkhead line in Garrison Bight, if extended, thence Northwestern and parallel to the Northeastern line of Salt Pond or Bay Road a distance of 209 feet, more or less, to a point where the N.E. ly extension of the S.E. ly line of Angelo Street intersects the said existing bulkhead if extended N.W. ly; thence S.W. ly along the N.E. ly extension of the S.W. ly line of Angelo Street extending Northeastern a distance of 189 feet, more or less, to the point of beginning.

(AND ALSO)
In the City of Key West, said County and State, and is part of Tract 7, said land hereby conveyed commencing at a point on the North East side of the Salt Pond or Bay Road 209 feet from the corner of Salt Pond or Bay Road and Angelo Street continued, and running thence in a Southeast direction along the North East side of said Salt Pond or Bay Road 84 feet, 6 inches and extending back at right angles with this line in a North East direction at each end thereof, into the waters of the Gulf, and the riparian rights belonging to said land. Said land being more fully described, reference being had to a map of the City of Key West, recopied and diagrammed from Plats of Record by George W. Reynolds, County Clerk, in December A.D. 1900; as Part of Tract 7 commencing at the Northeast corner of Salt Pond or Bay Road and Rawson Street continued, (on the North East side of said Salt Pond or Bay Road) and running thence along said North East side of Salt Pond or Bay Road in a South Eastern direction 84 feet and 6 inches, and extends back at right angles with said North East side of Salt Pond or Bay Road in a North East direction; at each end thereof, into the waters of the Gulf.

(LESS AND EXCEPT)
A triangle piece of land in part of Lots 1, and 2, of Estate of Benjamin Albury Subdivision of a part of Tract 7, recorded in Plat Book 1, Page 3, described as follows: Commencing at the intersection of the centerlines of Pearl Street and Newton Street, bear North 53 degrees 46 minutes and 37 seconds East for a distance of 250.44 feet to a point; thence bear North 34 degrees 04 minutes and 23 seconds West for a distance of 189.02 feet to a point; thence bear North 53 degrees 46 minutes and 37 seconds East for a distance of 98.23 feet to the point of beginning of the triangular piece of property hereinafter described; from said point of beginning continue bearing North 53 degrees 47 minutes and 37 seconds East for a distance of 90.77 feet to a point; thence bear South 34 degrees 04 minutes 23 seconds East for a distance of 96.91 feet to a point ; thence bear North 81 degrees 26 minutes and 23 seconds West for a distance of 123.29 feet to the point of beginning.

(LESS AND EXCEPT)
A 30 foot strip of land in part of Lot 1 of Estate of Benjamin Albury Subdivision of part of Tract 7, recorded in Plat Book 1, Page 3, described as follows: Commencing at the intersection of the centerlines of Pearl Street and Newton Street, bear North 53 degrees 46 minutes and 37 seconds East for a distance of 250.44 feet to a point; thence bear North 34 degrees 04 minutes and 23 seconds West for a distance of 189.02 feet to the point of beginning of the strip of land hereinafter described, from said point of beginning continue bear North 53 degrees 04 minutes and 23 seconds West for a distance of 30 feet to a point; thence bear North 53 degrees 46 minutes and 37 seconds East for a distance of 98.23 feet to a point; thence bear South 81 degrees 26 minutes and 23 seconds East for a distance of 42.59 feet to a point, which is 30 feet, measured at right angles to the preceding course; thence bear South 53 degrees 46 minutes and 37 seconds West for a distance of 129.59 feet back to the Point of Beginning.

(AND ALSO)
A parcel of land on the Island of Key West, Monroe County, Florida, and being described as follows: Commence at the intersection of the centerline of Newton Street (extended Northwestern) and the Northernly right-of-way line of Eisenhower Drive and run thence North 34° 04' 23" West along said right-of-way for a distance of 189.02 feet; thence run North 53° 46' 37" East for a distance of 98.23 feet; thence run South 81° 26' 23" East for a distance of 63.70 feet to the Point of Beginning of the parcel of land being described herein; thence continue South 81° 26' 23" East for a distance of 115.10 feet; thence run South 08° 33' 37" West for a distance of 43.63 feet; thence run North 08° 33' 37" East for a distance of 52.60 feet; thence run North 08° 33' 37" East for a distance of 21.30 feet; thence run North 81° 26' 23" W for a distance of 13.70 feet; thence run North 08° 33' 37" East for a distance of 9.70 feet; thence run North 81° 26' 23" West for a distance of 48.60 feet; thence run North 08° 33' 37" East for a distance of 12.60 feet back to the Point of Beginning.

NOW BEING DESCRIBED AS FOLLOWS:
A parcel of land on the Island of Key West, Monroe County, Florida, and is part of Lots 1, 2, 3, and 4 of Tract 7, according to Estate of Benjamin Albury's Subdivision of part of Tract 7, according to the Plat thereof recorded in Plat Book 1, Page 3 in the Public Records of Monroe County, Florida, being more particularly described as follows: A parcel of land on the Northeastern extension of the Southeastern right of way line of Angelo Street and the Northeastern right of way line of Eisenhower Drive, (aka Salt Pond or Bay Road), as constructed; thence S35°20'08"E along the said Northeastern right of way line of Eisenhower Drive as constructed for a distance of 30.00 feet to the Point of Beginning of the parcel of land hereinafter described; thence continue S35°20'08"E along the said Northeastern right of way line of Eisenhower Drive as constructed for a distance of 263.50 feet to a point, said point being 110.83 feet Southeastern from the intersection of the centerline of Newton Street (aka Rawson Street) extended Northeastern, and the said Northeastern right of way line of Eisenhower Drive as constructed; thence N54°19'16"E for a distance of 1.96 feet to the intersection of the vertical wet face of an existing concrete bulkhead under an existing concrete seawall cap; thence N36°25'35"W and along the said vertical wet face of the existing concrete bulkhead for a distance of 87.75 feet to a point of intersection of the said vertical wet face of the existing concrete bulkhead; thence N50°30'56"E and along the said vertical wet face of the existing concrete bulkhead for a distance of 13.29 feet to a point of intersection of the said vertical wet face of the existing concrete bulkhead; thence N34°30'56"W and along the said vertical wet face of the existing concrete bulkhead for a distance of 24.17 feet to a point of intersection of the said vertical wet face of an existing concrete bulkhead; thence N54°45'24"E and along the said vertical wet face of the existing concrete bulkhead for a distance of 0.50 feet to a point of intersection of the said vertical wet face of the existing concrete bulkhead; thence N36°20'30"W and along the said vertical wet face of the existing concrete bulkhead for a distance of 13.83 feet to a point of intersection of the said vertical wet face of the existing concrete bulkhead; thence N60°30'16"E and along the said vertical wet face of the existing concrete bulkhead for a distance of 11.83 feet to a point of intersection of the said vertical wet face of the existing concrete bulkhead; thence N09°25'13"E and along the said vertical wet face of the existing concrete bulkhead for a distance of 37.73 feet to a point of intersection of the said vertical wet face of the existing concrete bulkhead and the Southeastern vertical wet face of the existing concrete bulkhead; thence N80°34'29"W for a distance of 154.31 feet to a point; thence S54°21'06"W for a distance of 140.93 feet back to the Point of Beginning.

TO, Garrison Bight SM, LLC; Surtex Manna Investors, LLC; Oropeza, Stendes & Cardenas, PLLC; Chicago Title Insurance Company; Treman Law;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA / NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6, 8, 9, 10a, 11b, & 13 OF TABLE A. THE FIELD WORK WAS COMPLETED ON NOVEMBER 12, 2021.

DATE OF MAP: NOVEMBER 17, 2021.

NOTE: FOUNDATIONS BENEATH THE SURFACE ARE NOT SHOWN. MEASURED DIMENSIONS EQUAL PLATTED OR DESCRIBED DIMENSIONS UNLESS INDICATED OTHERWISE.

THE FOLLOWING IS A LIST OF ABBREVIATIONS THAT MAY BE FOUND ON THIS SHEET:

BM = BENCH MARK	CB = CONCRETE CURB & GUTTER	CR = CONCRETE BLOCK	CS = CONCRETE SEAWALL	CU = CONCRETE UTILITY POLE	CP = CONCRETE PIER	CC = CONCRETE CURB	CF = CONCRETE FINISH	CG = CONCRETE GRASS	CH = CONCRETE HOUSING	CI = CONCRETE INTERIOR	CL = CONCRETE LUMBER	CM = CONCRETE MASONRY	CO = CONCRETE OUTHOUSE	CS = CONCRETE SEWER	CT = CONCRETE TIE	CU = CONCRETE UTILITY	CV = CONCRETE VALVE	CW = CONCRETE WALL	CA = CONCRETE AREA	CC = CONCRETE CURB	CF = CONCRETE FINISH	CG = CONCRETE GRASS	CH = CONCRETE HOUSING	CI = CONCRETE INTERIOR	CL = CONCRETE LUMBER	CM = CONCRETE MASONRY	CO = CONCRETE OUTHOUSE	CS = CONCRETE SEWER	CT = CONCRETE TIE	CU = CONCRETE UTILITY	CV = CONCRETE VALVE	CW = CONCRETE WALL	CA = CONCRETE AREA
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I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY PERSONAL CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 471, PART II, FLORIDA STATUTES AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 471, PART II, FLORIDA STATUTES AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 471, PART II, FLORIDA STATUTES AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 471, PART II, FLORIDA STATUTES.

FLORIDA KEYS LAND SURVEYING
21460 OVERSEAS HWY, SUITE 4
CUDJOE KEY, FL 33042
PHONE: (305) 394-3690
FAX: (305) 509-7373
EMAIL: FKLsemail@gmail.com

FLORIDA KEYS LAND SURVEYING
DATE: 11/17/2021 SURVEY BY: EAI PROJECT: GARRISON BIGHT
REVISION DATE: 08/18/2022 DRAWN BY: MPB H. SCALE: 1"=20'
ORDER NO.: 21-568 CHECKED BY: SHEET 2 OF 2

Deed

Doc # 2361400 Blk# 3155 Pg# 70 Recorded 2/15/2022 at 11:31 AM Pages 6
Filed and Recorded in Official Records of MONROE COUNTY KEVIN MADOK
REC: \$52.50 Deed Doc Stamp \$59,500.00

PREPARED BY:
Gregory S. Oropeza, Esq.
Oropeza, Stones & Cardenas, PLLC
221 Simonton Street
Key West, Florida 33040
Parcel ID No 00023130-000000
Consideration \$8,500,000.00

[Space Above This Line for Recording Data]

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 8th day of February, 2022, by **Garrison Bight Marina, Inc., a Florida corporation**, whose mailing address is 489 Madison Court, Fort Myers Beach, FL 33931 (“*Grantor*”), and delivered to **Garrison Bight SMI, LLC, a Delaware limited liability company** whose mailing address is 17330 Preston Road, Suite 220A, Dallas, TX 75252 (“*Grantee*”), (Wherever used herein, the terms “Grantor” and “Grantee” include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations and other entities.)

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, remise, transfer and convey unto Grantee forever, the following described land in Monroe County, Florida (the “*Property*”):

See “Exhibit A” attached.

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

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

SUBJECT TO taxes and assessments for the year 2022 and subsequent years and easements, reservations, and restrictions of record as of the date of this Deed; provided, however, the foregoing statement is not intended to and shall not be construed to reimpose any such matters.

Grantor hereby covenants with Grantee that, except for those matters described above, at the time of the delivery of this Deed, the Property was free from all encumbrances made by Grantor, and that Grantor will warrant and defend the title to the Property against the lawful claims and demands of all persons whomsoever lawfully claiming by, through or under Grantor herein, but against none other.

IN WITNESS WHEREOF, Grantor has executed this deed on the day and year first above written.

WITNESSES:

Garrison Bight Marina, Inc., a Florida corporation

Rae A. Durats
Print Name: RAE A. Durats

James Figuerado Jr.
By: James Figuerado, Jr.
Its: President

Gregory Oropeza
Print Name: Gregory Oropeza

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 8th day of February, 2022, by James Figuerado Jr., President of Garrison Bight Marina, Inc., a Florida corporation, on behalf of said company. He is personally known to me or () has produced a driver's license as identification.

(AFFIX NOTARIAL SEAL)

Gregory Oropeza
Notary Public – State of Florida
Print Name: _____

My Commission Expiration

and Commission Number:

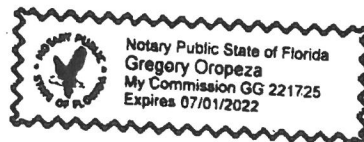


Exhibit "A" – Legal Description

Lots 1, 2, and 3, Tract 7, all according to Estate of Benjamin Albury's Subdivision of part of Tract 7, according to the Plat thereof recorded in Plat Book 1 Page 3 in the Public Records of Monroe County, Florida, being more particularly described as follows:

Beginning at a point where the Northeasterly extension of the Southeasterly line of Angela Street intersects the Northeasterly line of Salt Pond or Bay Road; thence Southeasterly along the Northeasterly line of Salt Pond or Bay Road a distance of 209 feet; thence Northeasterly and parallel to the Southeasterly line of Angela Street extended Northeasterly a distance of 189 feet, more or less, intersecting the existing bulkhead line in Garrison Bight, if extended; thence Northwesterly and parallel to the Northeasterly line of Salt Pond or Bay Road a distance of 209 feet, more or less, to a point where the N.E.'ly extension of the S.E.'ly line of Angela Street intersects the said existing bulkhead if extended N.W.'ly; thence S.W.'ly along the N.E.'ly extension of the S.W.'ly line of Angela Street a distance of 189 feet, more or less, to the point of beginning.

(AND ALSO)

In the City of Key West, said County and State, and is part of Tract 7, said Land hereby conveyed commencing at a point on the North East side of the Salt Pond or Bay Road 209 feet from the corner of Salt Pond or Bay Road and Angela Street continued, and running thence in a Southeast direction along the North East side of said Salt Pond or Bay Road 84 feet, 6 inches and extending back at right angles with this line in a North East direction at each end thereof, into the waters of the Gulf, and the riparian rights belonging to said land. Said land being more fully described, reference being had to a map of the City of Key West, recopied and diagramed from Plats of Record by George W. Reynolds, County Clerk, in December A.D. 1900; as Part of Tract 7 commencing at the Northeast corner of Salt Pond or Bay Road and Rawson Street continued, (on the North East side of said Salt Pond or Bay Road) and running thence along said North East side of Salt Pond or Bay Road in a South Easterly direction 84 feet and 6 inches, and extends back at right angles with said North East side of Salt Pond or Bay Road in a North East direction, at each end thereof, into the waters of the Gulf.

(LESS AND EXCEPT)

A triangle piece of land in part of Lots 1, and 2, of Estate of Benjamin Albury Subdivision of a part of Tract 7, recorded in Plat Book 1, Page 3, described as follows:

Commencing at the intersection of the centerlines of Pearl Street and Newton Street, bear North 53 degrees 46 minutes and 37 seconds East for a distance of 250.44 feet to a point; thence bear North 34 degrees 04 minutes and 23 seconds West for a distance of 189.02 feet to a point; thence bear North 53 degrees 46 minutes and 37 seconds East for a distance of 98.23 feet to the point of beginning of the triangular piece of property hereinafter described; from said point of beginning continue bearing North 53 degrees 47 minutes and 37 seconds East for a distance of 90.77 feet to a point; thence bear South 34 degrees 04 minutes 23 seconds East for a distance of 86.91 feet to a point; thence bear North 81 degrees 26 minutes and 23 seconds West for a distance of 123.29 feet to the point of beginning.

3 of 5

(LESS AND EXCEPT)

A 30 foot strip of land in a part of Lot 1 of Estate of Benjamin Albury Subdivision of part of Tract 7, recorded in Plat Book 1, Page 3, described as follows:

Commencing at the intersection of the centerlines of Pearl Street and Newton Street, bear North 53 degrees 46 minutes and 37 seconds East for a distance of 250.44 to a point; thence bear North 34 degrees 04 minutes and 23 seconds West for a distance of 159.02 feet to the point of beginning of the strip of land hereinafter described; from said point of beginning continue bear North 34 degrees 04 minutes and 23 seconds West for a distance of 30 feet to a point; thence bear North 53 degrees 46 minutes and 37 seconds East for a distance of 98.23 feet to a point; thence bear South 81 degrees 26 minutes and 23 seconds East for a distance of 42.59 feet to a point, which is 30 feet, measured at right angles to the preceding course; thence bear South 53 degrees 46 minutes and 37 seconds West for a distance of 129.59 feet back to the Point of Beginning.

(AND ALSO)

A parcel of land on the Island of Key West, Monroe County, Florida, and being described as follows: Commence at the intersection of the centerline of Newton Street (extended Northwesterly) and the Northerly right-of-way line of Eisenhower Drive and run thence North 34° 04' 23" West along said right-of-way for a distance of 189.02 feet; thence run North 53° 46' 37" East for a distance of 98.23 feet; thence run South 81° 26' 23" East for a distance of 83.70 feet to the Point of Beginning of the parcel of land being described herein; thence continue South 81° 26' 23" East for a distance of 115.10 feet; thence run South 08° 33' 37" West for a distance of 43.63 feet; thence run North 81° 26' 23" West for a distance of 52.80 feet; thence run North 08° 33' 37" East for a distance of 21.30 feet; thence run North 81° 26' 23" W for a distance of 13.70 feet; thence run North 08° 33' 37" East for a distance of 9.70 feet; thence run North 81° 26' 23" West for a distance of 48.60 feet; thence run North 08° 33' 37" East for a distance of 12.60 feet back to the Point of Beginning.

NOW BEING DESCRIBED AS FOLLOWS:

A parcel of land on the Island of Key West, Monroe County, Florida, and is part of Lots 1, 2, 3, and 4 of Tract 7, according to Estate of Benjamin Albury's Subdivision of part of Tract 7, according to the Plat thereof recorded in Plat Book 1 Page 3 in the Public Records of Monroe County, Florida, being more particularly described as follows:

Commencing at the intersection of the Northeasterly extension of the Southeasterly right of way line of Angela Street and the Northeasterly right of way line of Eisenhower Drive, (aka Salt Pond or Bay Road), as constructed; thence S35°20'08"E along the said Northeasterly right of way line of Eisenhower Drive as constructed for a distance of 30.00 feet to the Point of Beginning of the parcel of land hereinafter described; thence continue S35°20'08"E along the said Northeasterly right of way line of Eisenhower Drive as constructed for a distance of 263.50 feet to a point, said point being 110.83 feet Southeasterly from the intersection of the centerline of Newton Street (aka Rawson Street) extended Northeasterly, and the said Northeasterly right-of-way line of Eisenhower Drive as constructed; thence N54°19'16"E for a distance of 186.96 feet to the intersection of the vertical wet face of an existing concrete bulkhead under an existing concrete

seawall cap; thence N36°55'38"W and along the said vertical wet face of the existing concrete bulkhead for a distance of 87.75 feet to a point of intersection of the said vertical wet face of the existing concrete bulkhead; thence N50°30'58"E and along the said vertical wet face of the existing concrete bulkhead for a distance of 13.29 feet to a point of intersection of the said vertical wet face of the existing concrete bulkhead; thence N34°30'56"W and along the said vertical wet face of the existing concrete bulkhead for a distance of 24.17 feet to a point of intersection of the said vertical wet face of an existing concrete bulkhead; thence N54°45'24"E and along the said vertical wet face of the existing concrete bulkhead for a distance of 0.50 feet to a point of intersection of the said vertical wet face of the existing concrete bulkhead; thence N36°20'30"W and along the said vertical wet face of the existing concrete bulkhead for a distance of 15.69 to a point of intersection of the said vertical wet face of the existing concrete bulkhead; thence N53°01'34"E and along the said vertical wet face of the existing concrete bulkhead for a distance of 13.83 feet to a point of intersection of the said vertical wet face of the existing concrete bulkhead; thence N60°38'16"E and along the said vertical wet face of the existing concrete bulkhead for a distance of 11.83 feet to a point of intersection of the said vertical wet face of the existing concrete bulkhead; thence N09°25'31"E and along the said vertical wet face of the existing concrete bulkhead for a distance 37.73 feet to a point of intersection of the said vertical wet face of the existing concrete bulkhead and the Southwesterly vertical wet face of the existing concrete seawall; thence N80°34'29"W for a distance of 154.31 feet to a point; thence S54°21'06"W for a distance of 140.93 feet back to the Point of Beginning.

Exhibit "B" – Permitted Encumbrances

1. Any claim that any portion of the insured land is sovereign lands of the State of Florida and/or the City of Key West, including submerged, filled or artificially exposed lands accreted to such land lying waterward of the bulkhead line established pursuant to Resolution No. 1779 - A Resolution Establishing a Bulkhead Line and Pierhead Line of the Westerly Shoreline of Garrison Bight by the City of Key West, dated April 6, 1960 and approximately shown on that Survey prepared by Florida Keys Land Surveying under Order No. 21-568, and last revised December 15, 2021.
2. 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, F.S., on February 7, 1984, effective February 28, 1984, recorded in Official Records Book 906, Page 200 of the Public Records of Monroe County, Florida.
3. Subject to 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.
4. Subject to Code of Ordinances of the City of Key West, Section 74, which provides for the assessment and collection of sewer charges.
5. Subject to State of Florida Department of Environmental Regulation, recorded January 6, 1992, in Official Records Book 1196, Page 392 of the Public Records of Monroe County, Florida.
6. Agreement between Adjacent Landowners, between Island Tranquility, Inc., a Florida corporation and 719 Eisenhower, Ltd, a Florida Limited Partnership, recorded July 5, 2005, in Official Records Book 2129, at Page 1093 of the Public Records of Monroe County, Florida.
7. House Bill No. 634, Chapter 70-231, an Act relating to the bureau of beaches, shores and coastal construction; amending Chapter 161, Florida Statutes, by addition Section 161.052; providing a setback line for coastal construction and excavation; providing for the granting of variances by the Department of Natural Resources; providing penalties; and providing an effective date.
8. Subject to the Owner's Acknowledgment of Water Service Restrictions, recorded February 4, 1987, in Official Records Book 1001, Page 1772 of the Public Records of Monroe County, Florida.
9. Subject to the conditions established per City of Key West Resolution No. 1779 Establishing a Bulkhead Line and Pier head Line on the Westerly Shoreline of Garrison Bight, dated April 6, 1960.
10. Notice of Department of the Army Permit recorded January 27, 2017 in Official Records Book 2836, Page 1906.

Verification



**City of Key West
Planning Department
Verification Form**
(Where Applicant is an entity)

I, Anthony J. Davila, in my capacity as Attorney
(print name) *(print position; president, managing member)*
of Smith Hawks, PL
(print name of entity)

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:

711 Eisenhower Dr. (RE #s 00023130-000000 & 00072082-002900 & 00072070-000000 [partial])
Street address of subject property

I, the undersigned, declare under penalty of perjury under the laws of the State of Florida that I am the Authorized Representative of the property involved in this application; that the information on all plans, drawings and sketches attached hereto and all the statements and answers contained herein are in all respects true and correct.

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.

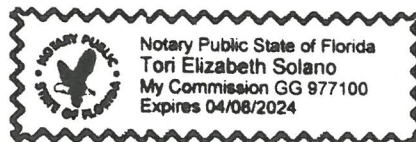
Anthony J. Davila
Signature of Applicant

Subscribed and sworn to (or affirmed) before me on this 1/5/2024 by
Anthony J. Davila *date*
Name of Applicant

He/She is personally known to me or has presented _____ as identification.
Tori Solano
Notary's Signature and Seal

Tori Solano
Name of Acknowledger typed, printed or stamped

GG 977100
Commission Number, if any



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, David Filler as
Please Print Name of person with authority to execute documents on behalf of entity

Authorized Representative of Garrison Bight SMI, LLC
Name of office (President, Managing Member) *Name of owner from deed*

authorize Smith 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.

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

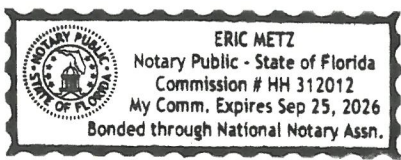
Subscribed and sworn to (or affirmed) before me on this December 21, 2023 *By MEANS of Physical Presence*
Date

by David Filler
Name of person with authority to execute documents on behalf of entity owner

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

[Signature]
Notary's Signature and Seal

Eric Metz
Name of Acknowledger typed, printed or stamped



312012
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.

I, Albert Childress as
Please Print Name of person with authority to execute documents on behalf of entity

City Manager of the City of Key West
Name of office (President, Managing Member) *Name of owner from deed* -- limited to leased portion of parcel identified in attached snip exhibit
authorize Smith 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 of entity owner

Subscribed and sworn to (or affirmed) before me on this Jan. 1, 2024
Date

by Albert P. Childress
Name of person with authority to execute documents on behalf of entity owner

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

Brandy Nichole Lewis

Name of Acknowledger typed, printed or stamped

HH 413231
Commission Number, if any

Property Appraiser Information

Disclaimer

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

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID 00023130-000000
 Account# 1023922
 Property ID 1023922
 Millage Group 10KW
 Location 711 EISENHOWER Dr, KEY WEST
 Address
 Legal
 Description KW BENJ ALBURY'S SUBD PB1-3 PT LOTS 1 AND 2 AND ALL LOTS 3 AND 4 OF TR 7 G4-590 G47-151 OR38-220 OR420-712 OR648-114 OR789-1654 OR795-145 OR818-126 OR818-132 OR845-314 OR1037-603 OR1037-606 OR1037-614 OR1037-615 OR1488-2090 OR1488-2093 OR2839-1338 OR2877-1346 OR2877-1350 OR3155-0070
 (Note: Not to be used on legal documents.)
 Neighborhood 31040
 Property Class AIRPORT, MARINAS, BUS TERM (2000)
 Subdivision
 Sec/Twp/Rng 32/67/25
 Affordable No
 Housing



Owner

GARRISON BIGHT SMI LLC
 17330 Preston Rd
 Ste 220A
 Dallas TX 75252

Valuation

	2023 Certified Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+ Market Improvement Value	\$923,889	\$924,571	\$916,451	\$922,385
+ Market Misc Value	\$80,760	\$77,338	\$75,771	\$75,848
+ Market Land Value	\$6,741,410	\$6,741,410	\$2,865,099	\$2,865,099
= Just Market Value	\$7,746,059	\$7,743,319	\$3,857,321	\$3,863,332
= Total Assessed Value	\$7,746,059	\$4,243,053	\$3,857,321	\$3,863,332
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$7,746,059	\$7,743,319	\$3,857,321	\$3,863,332

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	\$6,741,410	\$924,571	\$77,338	\$7,743,319	\$4,243,053	\$0	\$7,743,319	\$0
2021	\$2,865,099	\$916,451	\$75,771	\$3,857,321	\$3,857,321	\$0	\$3,857,321	\$0
2020	\$2,865,099	\$922,385	\$75,848	\$3,863,332	\$3,863,332	\$0	\$3,863,332	\$0
2019	\$2,865,099	\$924,284	\$75,926	\$3,865,309	\$3,865,309	\$0	\$3,865,309	\$0
2018	\$2,451,876	\$781,653	\$39,607	\$3,273,136	\$3,273,136	\$0	\$3,273,136	\$0

The Maximum Portability is an estimate only and should not be relied upon as the actual portability amount. Contact our office to verify the actual portability amount.

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL WATERFRON (100W)	51,857.00	Square Foot	180	0

Buildings

Building ID	39854	Exterior Walls	METAL SIDING	
Style	GROUND LEVEL	Year Built	1968	
Building Type	WAREHOUSE/MARINA D / 48D	Effective Year Built	1968	
Building Name		Foundation	CONCRETE SLAB	
Gross Sq Ft	9969	Roof Type	GABLE/HIP	
Finished Sq Ft	9969	Roof Coverage	METAL	
Stories	1 Floor	Flooring Type	CONC S/B GRND	
Condition	AVERAGE	Heating Type	NONE	
Perimeter	546	Bedrooms	0	
Functional Obs	0	Full Bathrooms	0	
Economic Obs	0	Half Bathrooms	1	
Depreciation %	60	Grade	250	
Interior Walls	NONE	Number of Fire Pl	0	
Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	9,969	9,969	0
TOTAL		9,969	9,969	0

Building ID	63374	Exterior Walls	AVE WOOD SIDING	
Style	1 STORY ELEV FOUNDATION	Year Built	1958	
Building Type	M.F. - R2 / R2	Effective Year Built	1990	
Building Name		Foundation	WD CONC PADS	
Gross Sq Ft	1182	Roof Type	GABLE/HIP	
Finished Sq Ft	1050	Roof Coverage	ROLLED COMPOS	
Stories	1 Floor	Flooring Type	VINYL/LAMINATE	
Condition	AVERAGE	Heating Type		
Perimeter	134	Bedrooms		
Functional Obs	0	Full Bathrooms	2	
Economic Obs	0	Half Bathrooms	0	
Depreciation %	36	Grade	250	
Interior Walls	DRYWALL	Number of Fire Pl	0	
Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	1,050	1,050	0
OPF	OP PRCH FIN LL	132	0	0
TOTAL		1,182	1,050	0

Building ID 39855
 Style GROUND LEVEL
 Building Type SERVICE SHOPS-D- /25D
 Building Name
 Gross Sq Ft 1896
 Finished Sq Ft 1086
 Stories 1 Floor
 Condition AVERAGE
 Perimeter 210
 Functional Obs 0
 Economic Obs 0
 Depreciation % 50
 Interior Walls DRYWALL

Exterior Walls C.B.S.
 Year Built 1972
 EffectiveYearBuilt 1986
 Foundation CONCRETE SLAB
 Roof Type FLAT OR SHED
 Roof Coverage ROLLED COMPOS with 50% METAL
 Flooring Type CONC S/B GRND
 Heating Type NONE
 Bedrooms 0
 Full Bathrooms 0
 Half Bathrooms 0
 Grade 250
 Number of Fire Pl 0

Code	Description	Sketch Area	Finished Area	Perimeter
CPF	COVERED PARKING FIN	810	0	0
FLA	FLOOR LIV AREA	1,086	1,086	0
TOTAL		1,896	1,086	0

Building ID 39856
 Style 3 STORY ON GRADE
 Building Type RESTRNT/CAFETR-B- / 21B
 Building Name
 Gross Sq Ft 6879
 Finished Sq Ft 6047
 Stories 3 Floor
 Condition AVERAGE
 Perimeter 840
 Functional Obs 0
 Economic Obs 0
 Depreciation % 50
 Interior Walls DRYWALL

Exterior Walls AVE WOOD SIDING
 Year Built 1980
 EffectiveYearBuilt 1984
 Foundation CONCRETE SLAB
 Roof Type GABLE/HIP with 50% FLAT OR SHED
 Roof Coverage METAL
 Flooring Type CERM/CLAY TILE with 50% VINYL/LAMINATE
 Heating Type FCD/AIR NON-DC
 Bedrooms 0
 Full Bathrooms 0
 Half Bathrooms 0
 Grade 250
 Number of Fire Pl 0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	6,047	6,047	0
OPU	OP PR UNFIN LL	62	0	0
OPF	OP PRCH FIN LL	644	0	0
OUF	OP PRCH FIN UL	126	0	0
TOTAL		6,879	6,047	0

Building ID 39857
 Style MANUFACTURED HOME
 Building Type 1 STY STORE-A/ 11A
 Building Name
 Gross Sq Ft 534
 Finished Sq Ft 454
 Stories 1 Floor
 Condition FAIR
 Perimeter 114
 Functional Obs 0
 Economic Obs 0
 Depreciation % 55
 Interior Walls DRYWALL

Exterior Walls AVE WOOD SIDING
 Year Built 1987
 EffectiveYearBuilt 1980
 Foundation NONE
 Roof Type GABLE/HIP
 Roof Coverage METAL
 Flooring Type SFT/HD WD
 Heating Type
 Bedrooms 0
 Full Bathrooms 1
 Half Bathrooms 0
 Grade 250
 Number of Fire Pl 0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	454	454	0
OPF	OP PRCH FIN LL	80	0	0
TOTAL		534	454	0

Yard Items

Description	Year Built	Roll Year	Size	Quantity	Units	Grade
WALL AIR COND	1969	1970	0 x 0	1	1 UT	2
UTILITY BLDG	1971	1972	0 x 0	1	32 SF	1
SEAWALL	1973	1974	3 x 90	1	270 SF	4
BRICK PATIO	1976	1977	0 x 0	1	2752 SF	3
RW2	1977	1978	0 x 0	1	511 SF	2
CARPOT	1984	1985	12 x 40	1	480 SF	3
WOOD DOCKS	1985	1986	5 x 98	1	490 SF	3
CONCRETE DOCK	1971	1972	0 x 0	1	264 SF	4
SEAWALL	1971	1972	0 x 0	1	264 SF	4
UTILITY BLDG	1971	1972	16 x 53	1	848 SF	2
WOOD DOCKS	1985	1986	5 x 54	1	270 SF	3
WALL AIR COND	1993	1994	0 x 0	1	2 UT	2
FENCES	1999	2000	6 x 83	1	498 SF	2
WOOD DOCKS	1999	2000	0 x 0	1	65 SF	3
CH LINK FENCE	1967	1968	4 x 227	1	908 SF	1
CH LINK FENCE	1984	1985	6 x 263	1	1578 SF	2

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/8/2022	\$8,500,000	Warranty Deed	2361400	3155	0070	01 - Qualified	Improved		
10/30/2017	\$100	Quit Claim Deed	2141992	2877	1350	11 - Unqualified	Improved	GARRISON BIGHT MARINA INC	
10/30/2017	\$6,000,000	Warranty Deed	2141991	2877	1346	32 - Unqualified	Improved	ISLAND TRANQUILITY INC	
2/7/2017	\$100	Quit Claim Deed	2110668	2839	1338	11 - Unqualified	Improved	ISLAND TRANQUILITY INC	
11/1/1997	\$2,679,000	Warranty Deed		1488	2090	M - Unqualified	Improved		

Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
23-2956	10/19/2023		\$500	Residential	
BLD2023-2567	9/11/2023		\$130,000	Commercial	Installation of two (2) smoke detectors
BLD2022-2903	10/7/2022		\$0	Commercial	For: Garrison Bight Marina code Compliance Issues. 1) Replace and repair stairs to meet bldg codes. 2) Demo wall exploratory on ocean side. 3) Repair framing in rotted areas and reside to support stairs. Will be as built with Engineer review and submitted to building.
BLD2022-1546	6/14/2022		\$25,000	Commercial	Resurface Work, Driveways and Outside Storage N Side of Prop. Garrison Bight Marina
BLD2019-0698	4/3/2019	3/16/2020	\$200,000	Commercial	REPLACE EXISTING 6 FOOT HIGH CHAIN LINK FENCE WITH NEW CHAIN LINK FENCE
17-00004757	12/4/2017		\$98,750	Commercial	Replace existing asphalt w/new concrete, no new impervious area.
					REPLACE ROOF ON MARINA 100 SQUARE. RE-PAVE W/GALVALUME. N.O.C. EXEMPT. GH

Number ↕	Date Issued ↕	Date Completed ↕	Amount ↕	Permit Type ↕	Notes ↕
17-3569	10/18/2017	12/8/2017	\$2,000	Commercial	SERVICE ENTRANCE/RISER, METER, AND ASSOCIATED DISCONNECTING MEANS.
16-00003332	11/22/2016	4/16/2017	\$5,000	Commercial	REMOVE TWO EXISTING DECKS AND REPLACE WITH ONE DOCK (52' LONG), N.O.C. REQUIRED. GH **ADDITIONAL INFORMATION/CLARIFICATION: ARMY CORP PERMIT FOR DOCKS AND PROTECTED SPECIES CONSTRUCTION CONDITIONS. (JOB)**
15-00002212	6/12/2015	5/7/2017	\$10,000	Commercial	APPROX. 175 SQ FT DEMOLITION OF (13) 6' X 8' SECTIONS OF CONCRETE DOCK RAILING, FOR GATE INSTALLATION, TO PROVIDE ACCESS TO BOAT DOCKAGE, AS PER PERMIT #15-2096. NOC REQUIRED MAC
15-2096	5/28/2015	5/7/2017	\$5,000	Commercial	INSTALL 13 ALUMINUM GATE SECTIONS (42' HIGH X 6' 8" WIDE GATES) IN EXISTING CONCRETE RAILING. SECTIONS ARE TO BE 40' APART FOR ACCESS TO BOATS TIED TO DOCK.
12-3627	10/16/2012	12/31/2012	\$1,000	Commercial	MOVE THREE COMPARTMENT SINK AND HAND SINK.
12-3628	10/10/2012	12/31/2012	\$9,500	Commercial	EXTEND EXISTING BAR 20'
10-00000288	1/28/2010	12/31/2010	\$2,400	Commercial	TEMP POLE WITH METER MAIN DISCONNECT & DISTRIBUTION PANEL TO PROVIDE 20 AMP 120/240 VOLT 3 PHASE SERVICE. EXTEND 2 SUB FEED CONDUITS & WIRING
09-3463	11/5/2009	12/31/2010	\$57,511	Commercial	INSTALL A SOIL VAPOR EXTRACTION SYSTEM (AKA) REMEDIATION SYSTEM
02-1034	4/23/2008	8/19/2002	\$3,000	Commercial	2 DOORS REPAIR BAR + FACIA
08-0268	2/8/2008	2/13/2008	\$500	Commercial	RED TAGGED RESET TWO 200 GAL. TANKS ON SLAB, STRAP DOWN TANK, RECONNECT GAS LINE
07-0693	2/14/2007	3/18/2008	\$1,900	Commercial	REMOVE EXISTING UNDERGROUND SERVICE
06-2294	4/11/2006	7/18/2006	\$24,750	Commercial	REPAIR & REPLACE OUTSIDE BOAT RACKS
06-1015	2/23/2006	7/18/2006	\$12,000	Commercial	HURRICANE DAMAGE - FABRICATE & INSTALL NEW AWNING OVER DOCK
05-5628	12/8/2005	7/18/2006	\$6,000	Commercial	HURRICANE DAMAGE REPLACE METAL ROOF WITH V-CRIMP
05-3123	7/29/2005	10/18/2005	\$8,689	Commercial	RED TAGGED - REMOVE STORM DAMAGED WINDOW PANE
05-3127	7/27/2005	10/18/2005	\$1,950	Commercial	RED TAGGED - RE-ROOF
05-2884	7/12/2005	10/18/2005	\$3,200	Commercial	REPLACE RISER CONDUIT
05-1112	4/7/2005	10/18/2005	\$14,000	Commercial	FILL POT HOLES
04-3629	11/23/2004	10/18/2005	\$24,000	Commercial	DEMO & REPLACE EXISTING CONCRETE SLAB
03-3553	10/8/2003	7/31/2003	\$3,400	Commercial	REPAIR GREASE TRAP
03-1615	5/14/2003	5/14/2003	\$48,650	Commercial	INSTALL GASOLINE TANK
03-1325	4/14/2003	7/31/2003	\$4,000	Commercial	DEMOLITION
02-3173	12/3/2002	8/19/2002	\$12,490	Commercial	INSTALL 42 SIGNS
02-3173	11/22/2002	7/31/2003	\$12,490	Commercial	INSTALLED LIGHTS AND SIGN
02/2837	10/23/2002	8/19/2002	\$1	Commercial	INSTALL RAIN LIGHT
02-1066	4/30/2002	8/19/2002	\$24,000	Commercial	INSTALL NEW BOAT RACKS
02-880	4/30/2002	8/19/2002	\$3,900	Commercial	UPGRADE FIRE SYSTEMS
02-986	4/29/2002	8/19/2002	\$5,000	Commercial	REPLACE SPIRAL STAIRCASE
02-1010	4/25/2002	8/19/2002	\$1,500	Commercial	REPLACE 4 FIXTURES
02-974	4/23/2002	8/19/2002	\$7,550	Commercial	NEW AWNING
02-0813	4/12/2002	8/19/2002	\$1,000	Commercial	ELECTRIC REPAIR
02-765	4/11/2002	8/19/2002	\$450	Commercial	BASE FEE
02-606	3/11/2002	8/19/2002	\$75	Commercial	INTERIOR PAINT
0000856	4/3/2000	7/14/2000	\$1,200	Commercial	ROOF
99-0564	7/28/1999	12/31/1999	\$1,500	Commercial	EXTEND DOCK
9901033	3/26/1999	11/2/1999	\$2,500	Commercial	REPAIRS TO BOAT BARN
9801563	5/26/1998	11/2/1999	\$500	Commercial	ICE MAKER & AC UNITS
B94-0726	3/1/1994	10/1/1994	\$5,000	Commercial	CONC REPAIRS, FLG & K.CABI
B94-0727	3/1/1994	10/1/1994	\$9,000	Commercial	CONC REPAIRS, SOFFITTS

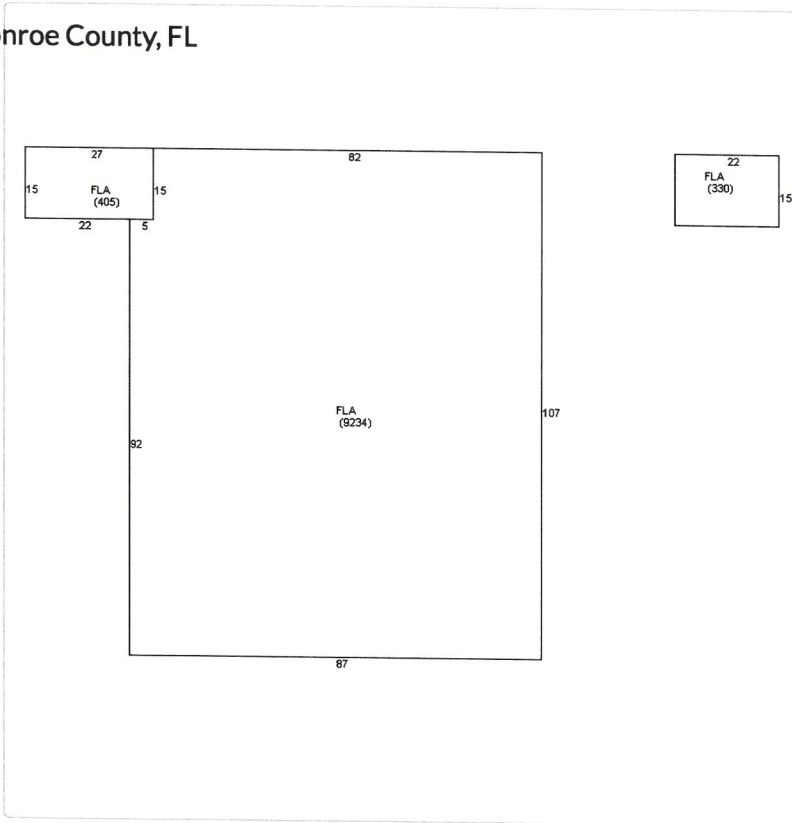
View Tax Info

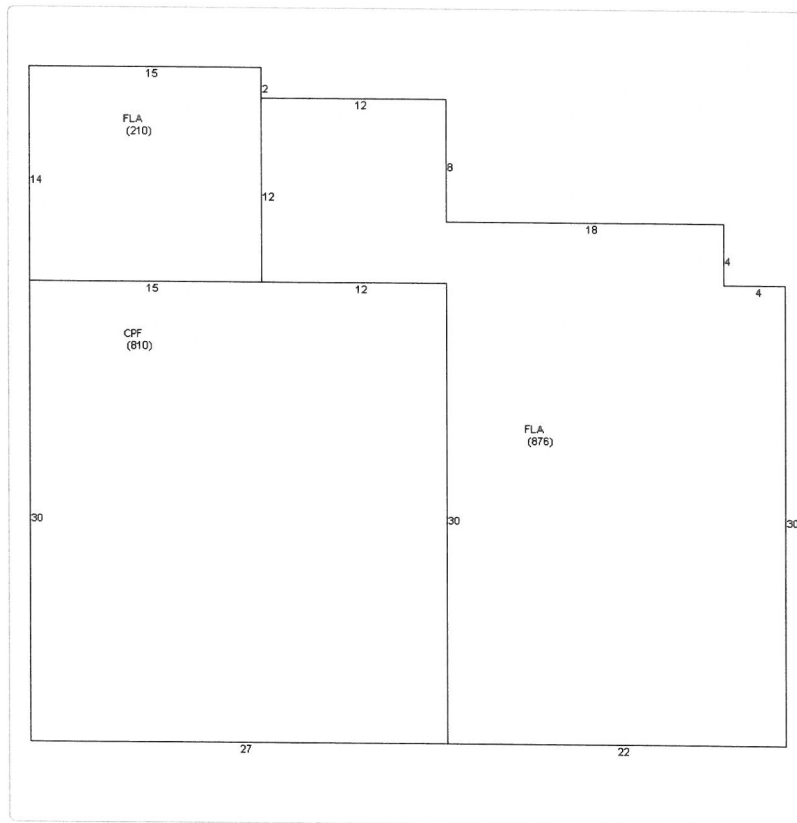
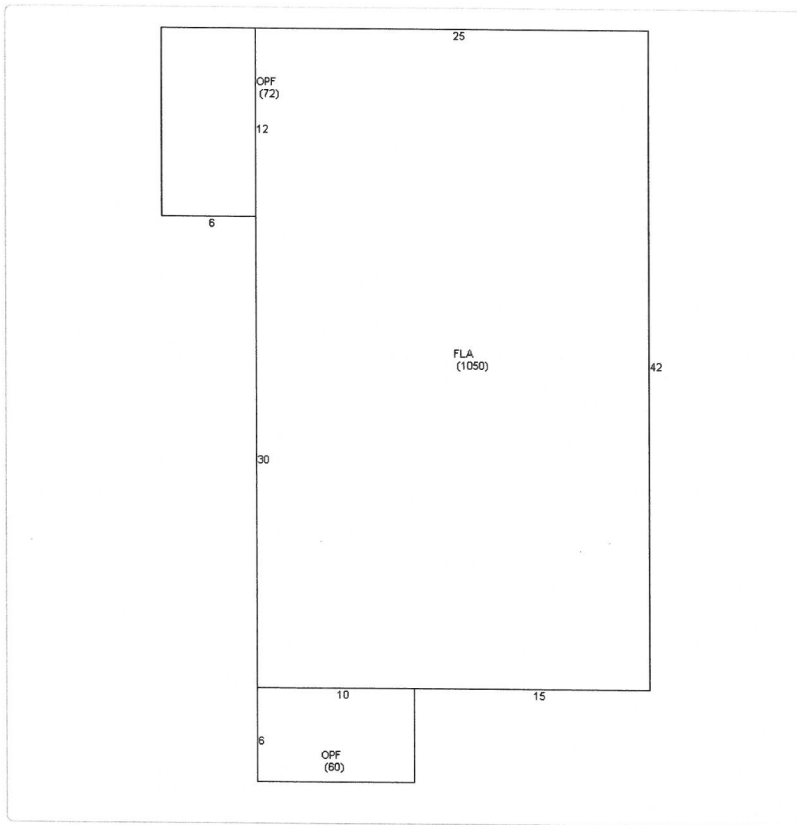
[View Taxes for this Parcel](#)

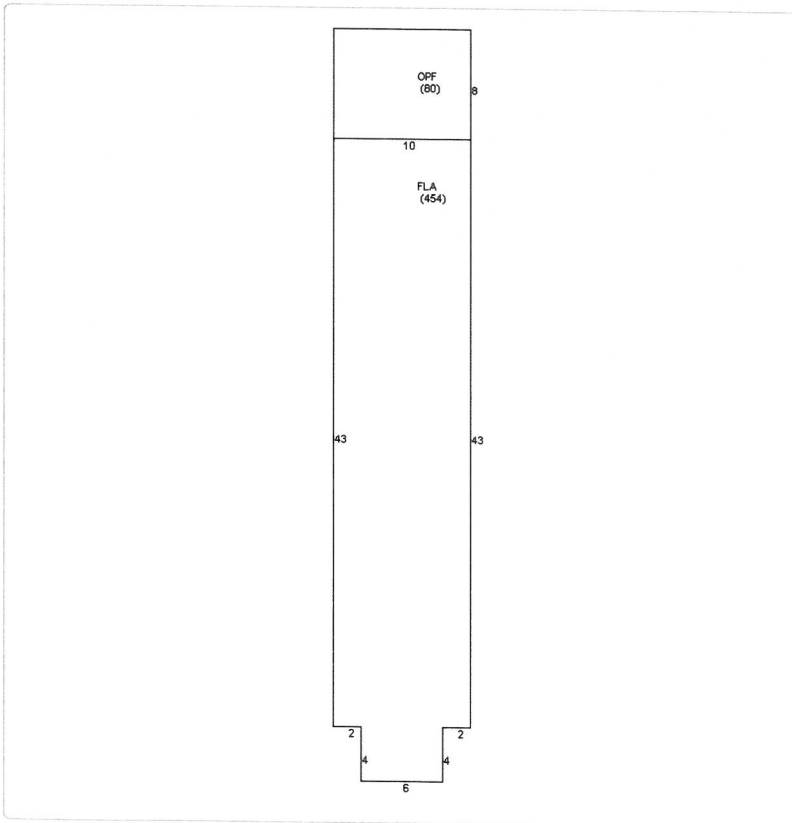
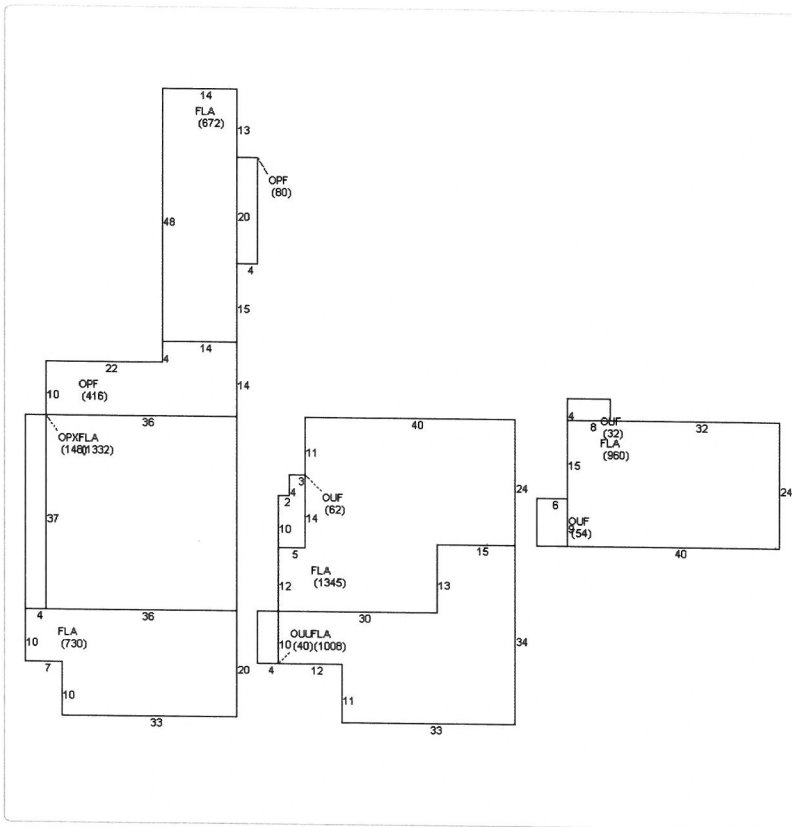
[Skip to main content](#)

[Sketches \(click to enlarge\)](#)

Monroe County, FL







Photos



Map



TRIM Notice

[2023 TRIM Notice \(PDF\)](#)

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 Schneider
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Portion of Parcel ID 00072070-000000 identified in red below

