

Prepared by and Return to:  
George B. Wallace, Esq.  
P.O. Box 1409  
Key West, FL 33041-1409  
(305) 809-3770

**DECLARATION OF AFFORDABLE HOUSING RESTRICTIONS**

This Declaration of Affordable Housing Restrictions (hereinafter "Declaration") is made and entered into this 17<sup>th</sup> day of September, 2019, by THE CITY OF KEY WEST, a Florida Municipality, (hereinafter "Declarant"), whose principal mailing address is 1300 White Street, Key West Florida, 33040.

This Declaration applies to the real property located at 250 Trumbo Road, in Key West, Florida, which is more fully described in the Legal Description attached hereto and incorporated herein as Exhibit A (hereinafter "Property").

**WHEREAS**, the Property is subject to regulation pursuant to Sections 122-1465 through 122-1500 of the Code of Ordinances of the City of Key West, Florida, as amended from time to time ("Work Force Housing Ordinance"), which ordinance establishes affordable housing categories to facilitate the development of housing designed to meet the needs of people employed by the local economy, establishes eligibility requirements for occupants of work force housing, and restricts the sales price of the Property and requires that the Property be sold at a price substantially less than fair market value to a purchaser within a specific income range; and

**WHEREAS**, Declarant as well as subsequent purchasers and tenants will benefit from the limitations and regulations placed on the Property by operation of this Declaration; and,

**WHEREAS**, the intent of the City of Key West (hereinafter "City") in imposing reasonable regulations on the Property is to establish and maintain the affordability of the Property for persons with incomes within a specified range; and

**WHEREAS**, the intent of Declarant is to preserve through this Declaration the affordability of the Property and to assign to the City the right to enforce compliance with this Declaration.

**NOW, THEREFORE**, the Declarant agrees that the Property shall be held and conveyed subject to the following affordable housing restrictions, covenants and conditions, which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns for the entire term of this Declaration.

**I. DEFINITIONS**

- A. "Declarant" shall mean the owner of the Property and any subsequent purchaser, devisee, transferee, grantee or holder of title of the Property or any portion of the Property.
- B. "Transfer" means any sale, assignment or transfer, voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, bequest, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in the Property, including but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, or an interest evidenced by a land contract by which possession of the Property is transferred and Declarant retains title.
- C. "Transferee" shall mean an individual, or individuals, who receive a Transfer of the Property from the Declarant.

All other terms shall have the same meaning given to them in the City's Work Force Housing Ordinance.

**II. TERM AND ENFORCEABILITY**

A. This Declaration shall run with the Property and bind the Declarant, his or her heirs, legal representatives, executors, successors in interest and assigns, in perpetuity from the effective date of this Declaration.

B. The Property is held and hereafter shall be held, conveyed, encumbered, used, rented, leased and occupied subject to these covenants, conditions, restrictions and limitations. All of the herein-stated covenants, conditions, restrictions and limitations are intended to constitute both equitable servitudes and covenants running with the land.

C. Any transferee or purchaser of the Property, or of any portion of or interest in the Property, by the acceptance of a deed therefore, whether from Declarant or from any subsequent purchaser of the Property, or by the signing of a contract or agreement to purchase the same, shall, by the acceptance of such deed or by the signing of such contract or agreement, be deemed to have consented to and accepted the covenants, conditions, restrictions and limitations set forth herein. Any written instrument attempting or purporting to sell, convey, grant, transfer, exchange or assign any legal or equitable rights or interests to the Property shall be deemed null and void, where such instrument purports or evidences an attempt to sell, convey, grant, transfer, exchange or assign any right or interest to the Property where such instrument is inconsistent with or contrary to the conditions or covenants

contained herein. Any deed or instrument of conveyance executed by or on behalf of Declarant or any subsequent grantee, devisee, heir, assignee or other transferee shall expressly set forth verbatim this and the foregoing reservations, restrictions and covenants or, in lieu thereof, incorporate them by specific reference to this Declaration by Book and Page number(s) where recorded in the Public Records of Monroe County, Florida.

D. In order to preserve through this Declaration the affordability of the Property for persons with incomes within a specified range, the Declarant hereby grants and assigns to the City the right to monitor and enforce compliance with this Declaration. Declarant otherwise reserves the rights necessary to implement the provisions of this Declaration.

**III. DECLARATION OF RENTAL LIMITS**

A. Pursuant to Section 122-1467(c) of the Work Force Housing Ordinance, the total rental for any rental units to be constructed on the Property shall be based on each unit being affordable housing (moderate income). The rental may be mixed among affordable housing (low income), (median income), (moderate income) and (middle income) in order that the total value of rental does not exceed ten percent of the rental of all the affected units as affordable housing (moderate income).

**IV. OCCUPANCY, LEASING AND USE OF THE PROPERTY**

A. The subject property shall be operated, managed and otherwise administered as affordable work force housing and such other uses incidental to residential use as may be permitted by local zoning and land use regulations.

1. Occupancy shall be restricted to households or persons who derive at least 70 percent of its or his/her total income from gainful employment in Monroe County.

2. At the time an affordable housing (low income) unit is leased, the total income of the eligible household or persons shall not exceed 80 percent of the median household income for Monroe County (adjusted for family size). During the occupancy of the rental unit, the household's income may increase to an amount not to exceed 120 percent of the median household income for Monroe County (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term. The monthly rent for the rental unit, not including utilities, shall not exceed 25 percent of that amount which represents 80 percent of the monthly median

household income of Monroe County (adjusted for family size).

3. At the time an affordable housing (median income) unit is leased, the total income of the eligible household or persons shall not exceed 100 percent of the median household income for Monroe County (adjusted for family size). During the occupancy of the rental unit, the household's income may increase to an amount not to exceed 140 percent of the median household income for Monroe County (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term. The monthly rent for the rental unit, not including utilities, shall not exceed 25 percent of that amount which represents 100 percent of the monthly median household income of Monroe County (adjusted for family size).

4. At the time an affordable housing (moderate income) unit is leased, the total income of the eligible household or persons shall not exceed 120 percent of the median household income for Monroe County (adjusted for family size). During the occupancy of the rental unit, the household's income may increase to an amount not to exceed 160 percent of the median household income for Monroe County (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term. The monthly rent for the rental unit, not including utilities, shall not exceed 25 percent of that amount which represents 120 percent of the monthly median household income of Monroe County (adjusted for family size).

5. At the time an affordable housing (middle income) unit is leased, the total income of the eligible household or persons shall not exceed 140 percent of the median household income for Monroe County (adjusted for family size). During the occupancy of the rental unit, the household's income may increase to an amount not to exceed 180 percent of the median household income for Monroe County (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term. The monthly rent for the rental unit, not including utilities, shall not exceed 25 percent of that amount which represents 140 percent of the monthly median household income of Monroe County (adjusted for family size).

6. Eligibility is based on proof of legal residence in Monroe County.

7. Priority shall be given to families of four or more members for larger sized affordable work force housing units.

8. Annual household income means all amounts, monetary or not, which are received by any family member of the household, except income from employment of children (including foster children) under the age of 18 years. Family shall include the traditional family, (married or not) as well as domestic partnerships.

9. In the event that a tenant's income shall exceed the maximum allowable income under this section, and such shall occur for the first time during the last three months of a tenancy, then the landlord and tenant may extend a lease for a period of one year at the affordable rate.

10. The planning board may review a household's income and unique circumstances to determine eligibility and conformance with the intent of this ordinance to assure that people in need are not excluded and people without need are not included.

**V. DEFAULTS AND REMEDIES: ASSIGNMENT OF RENTS**

A. Upon any violation of the provisions of this Declaration the City may declare a default under this Declaration by delivering written notice thereof to the property owner. After providing written notice of default, the City may apply to a court of competent jurisdiction for specific performance of the Declaration, for an injunction prohibiting a proposed sale, transfer or lease in violation of this Declaration, for a declaration that a prohibited transfer or lease is void, or for any such other relief as may be appropriate.

B. Assignment of rents: Declarant hereby assigns to City the right to receive the rents due or collected from any units identified to be subject to this Declaration during the entire period those units are occupied in violation of any of the terms of this Declaration.

C. The remedies stated herein shall not be exclusive but shall be cumulative to all other remedies and rights the parties may lawfully exercise.

**VI. REQUIREMENTS FOR WRITTEN REPORTS FROM DECLARANT**

Declarant shall provide a written report to the City each year on January 1, or on such other date as specified by the City in writing, which includes a statement

that Declarant has complied with all provisions of this Declaration, or includes Declarant's explanation of any violation of any provision of this Declaration. The report shall be submitted within thirty (30) days of the specified date to the City, or to such other person or address designated by the City. Failure to provide a report in a timely manner, or any misrepresentations on the report, shall constitute a default under this Declaration.

**VII. GENERAL PROVISIONS**

A. The City may assign its rights and delegate its duties hereunder in writing. Upon such assignment the City shall notify the property owner.

B. If any action is brought to enforce the terms of this Declaration, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

C. If any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Declaration, and this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

D. The terms of this Declaration shall be interpreted under the laws of the State of Florida and venue shall lie in Monroe County, Florida.

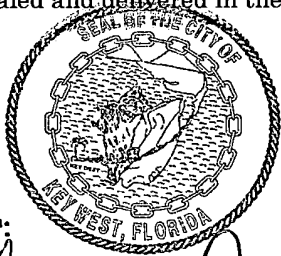
E. All notices required herein shall be sent by certified mail, return receipt requested, to the Declarant or subsequent property owner at the address of the Property and to the City or its designee at P.O. Box 1409, Key West, FL, 33041, or such other address that the City may subsequently provide in writing to the Declarant or subsequent property owner.

**VIII. CONVERSION TO CONDOMINIUM FORM OF OWNERSHIP**

A. In the event the Declarant or any subsequent owner or transferee proposes to convert ownership of the Property to condominium or a similar form of ownership, prior to the conversion, Declarant expressly agrees herein to execute an amended Declaration restricting the use, ownership, resale price, and occupancy of the affected units located on the Property in accordance with the provisions contained in Sections 122-1465 through 122-1500 of the Code of Ordinances of the City of Key West, Florida, as amended from time to time ("Work Force Housing Ordinance").

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date written below.

Signed, sealed and delivered in the presence of:



(SEAL)

THE CITY OF KEY WEST FLORIDA,  
a Florida Municipality

ATTEST:

By: Cheryl Smith  
Cheryl Smith, City Clerk

By: Samuel Kaufman  
Vice Mayor Kaufman

- ABBREVIATIONS:**
- A = AIR
  - AC = AIR CONDITIONER
  - BLDG. = BUILDING
  - CB = CATCH BASIN
  - CS = CONCRETE, BLOCK, STUCCO
  - CP = CHORD
  - CHBR = CHORD BEARING
  - CBG = CURB AND GUTTER
  - CLF = CHAIN LINK FENCE
  - CLR = CLEAR
  - CMC = CONCRETE
  - CP = CONCRETE POST
  - D = DEGREE
  - DELTA = DELTA
  - DIP = DUCTILE IRON PIPE
  - E = EAST
  - EB = ENGINEERING BUSINESS NUMBER
  - ELEV = ELEVATION
  - ELECT = ELECTRIC
  - ENC = ENCROACHMENT
  - EP = EDGE OF PAVEMENT
  - FP = FOUND IRON PIPE
  - FLP = FLUORESCENT POWER AND LIGHT
  - FOUD = FOUND
  - IP = IRON PIPE
  - L = LENGTH
  - LB = LENGTH OF BUSINESS NUMBER
  - M & R = MEASURED AND RECORDED
  - MEAS = MEASURED
  - MH = MANHOLE
  - N = NORTH
  - NO. = NUMBER
  - NA & DISC = NAL AND DISC
  - NO ID. = NO IDENTIFICATION NUMBER
  - N.T.S. = NOT TO SCALE
  - OSB = OBSERVED ANGLE
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**SURVEYOR'S NOTES:**

- EXAMINATION OF THE ABSTRACT OF THE TITLE WILL HAVE TO BE MADE TO DETERMINE RECORD INSTRUMENTS IF ANY, AFFECTING THE PROPERTY.
- LOCATION AND IDENTIFICATION OF UNDERGROUND ENCROACHMENTS OR UTILITIES ADJACENT TO THE PROPERTY WERE NOT SECURED AS SUCH INFORMATION WAS NOT REQUESTED.
- NO SEARCH OF PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE FOR ACCURACY AND OR OMISSIONS.
- THIS CERTIFICATION IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATION OF TITLE, ZONING, EASEMENTS, OR FREEDOM FROM ENCUMBRANCES. TITLE ABSTRACTS NOT REVIEWED.
- THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF ENTITIES NAMED HEREON AND THE CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTY.
- DIMENSIONS, BEARINGS OR ANGLES INDICATED HEREIN ARE MEASURED AND ARE THE SAME AS PLAT VALUES UNLESS OTHERWISE INDICATED BEARINGS ARE BASED ON SHOWN PLAT VALUES IF ANY ON AN ASSUMED VALUE.
- ALL RIGHTS OF WAY SHOWN ARE PUBLIC UNLESS OTHERWISE NOTED.
- UTILITY FACILITIES WITHIN UTILITY EASEMENTS NOT NOTED AS VIOLATIONS, DRIVEWAYS OR PORTIONS THEREOF WITHIN ROADWAYS NOT NOTED AS VIOLATIONS OR ENCROACHMENTS.
- THE LEGAL DESCRIPTION WAS FURNISHED BY THE CLIENT.
- THIS DRAWING IS PROPERTY OF ZURWELLE-WHITTAKER, INC. AND CANNOT BE REPRODUCED WITHOUT WRITTEN CONSENT.
- THE ELEVATION INFORMATION SHOWN HEREON (IF ANY) IS RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) OF 1929 UNLESS OTHERWISE NOTED.
- BENCHMARK USED: HGS BENCHMARK & FFRN (SEE BENCHMARK INFO).
- COORDINATES SHOWN ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 AS BASED ON THE STATE OF FLORIDA'S D.G.T. FLORIDA PERMANENT REFERENCE NETWORK (FP-RN) A GEODETIC REFERENCE NETWORK BASED ON THE 1983 KEY WEST STATION.
- COORDINATE CONVERSIONS (IF ANY) HAVE BEEN CONVERTED USING CORPCON VERSION 8.1.1 FROM U.S. ARMY CORPS OF ENGINEERS, ALEXANDRIA, VIRGINIA.
- UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
- ACCURACY OF HORIZONTAL CONTROL FOR EXPECTED USE OF LAND AS DEFINED BY (S-17) THE FIELD MEASUREMENTS VERIFIED BY CALCULATIONS OF A CLOSED GEOMETRIC FIGURE BASED UPON FIELD INFORMATION TAKEN IN THE FIELD BY TOTAL STATION AND/OR GPS.

**LOCATION MAP (N.T.S.)**



**LEGAL DESCRIPTION:**

A PORTION OF LAND ON THE ISLAND OF KEY WEST, MONROE COUNTY, PREPARED BY THE UNDERSIGNED FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

(POC) COMMENCING AT THE INTERSECTIONS OF THE EAST RIGHT-OF-WAY LINE OF TRUMBO ROAD AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GRINNELL STREET; THENCE RUN NORTH ALONG THE EAST RAW LINE OF TRUMBO ROAD FOR A DISTANCE OF 354.48 FEET TO THE (POB) POINT OF BEGINNING; THENCE CONTINUE NORTH ALONG THE EASTERLY RIGHT-OF-WAY LINE OF TRUMBO ROAD FOR A DISTANCE OF 250.00 FEET; THENCE ALL AT RIGHT ANGLES, EAST FOR A DISTANCE OF 195.00 FEET; THENCE SOUTH FOR A DISTANCE OF 200.00 FEET; THENCE EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH FOR A DISTANCE OF 50.00 FEET; THENCE WEST ALONG THE NORTHERLY BOUNDARY LINE OF THE "STEAMPLANT CONDO" FOR A DISTANCE OF 200.00 FEET BACK TO THE EAST RIGHT-OF-WAY LINE OF TRUMBO ROAD AND (POB) THE POINT OF BEGINNING.

**BENCHMARK INFORMATION:**

1. National Geodetic Survey, Retrieved July 16, 2018

AA0002 TIDAL BM - This is a Tidal Bench Mark

AA0002 DESIGNATION - TIDAL 23 STA 0 99

AA0002 FID - AA0002

AA0002 STATE/COUNTY - FLORIDA/ROE

AA0002 COUNTRY - US

AA0002 USGS QUAD - KEY WEST (1971)

AA0002 CURRENT SURVEY CONTROL

AA0002

AA0002 NAD 83 (1983) POSITION - 24 33.60 (N) 081 48 13. (W) SCALED

AA0002 NAVD 83 ORTHO HEIGHT - 0.563 (meters) 1.85 (feet) ADJUSTED

AA0002

AA0002 GEOID HEIGHT - -21.727 (meters) GEOID13B

AA0002 DYNAMIC HEIGHT - 0.562 (meters) 1.84 (feet) COMP

AA0002 MODELED GRAVITY - 978.854 (mgals) NAVD 83

AA0002 VERT CLASS - FIRST CLASS

AA0002 SUPERSEDED SURVEY CONTROL

AA0002

AA0002 NGVD 29 (1973) 0.97 (ft) 3.2 (ft) COMPUTED 1.2

**SURVEYORS NOTE:**

DRAWING SCALE 1" = 20' SHEET SIZE 24" X 36"

ALL INTERIOR PROPERTY ANGLES ARE 90° UNLESS OTHERWISE NOTED

**FLOOD INFORMATION:**

COMMUNITY NUMBER : 125129

FIRM NUMBER : 12087C1508

DATE OF FIRM : 02-18-2005

DATE OF SURVEY : 07-12-2019

DATE OF REVISION : 07-15-2019

SEE SURVEY FOR DETAILS

**FIELD WORK INFORMATION:**

DATE FIELDWORK : 07-03-2019

DATE DRAFTING : 07-12-2019

DATE CHECKED AND CLEARED : 07-15-2019

REVISIONS FIELD SURVEY : N/A

**SYMBOL LEGEND:**

- ★ LIGHT POLE
- ✦ WOOD POLE
- ⊠ ELECTRIC BOX
- ⊠ TRAFFIC SIGNAL BOX
- ⊠ FIRE HYDRANT
- ⊠ STORM SEWER/SEWER BASH
- ⊠ WATER METER
- ⊠ TELEPHONE BOX
- ⊠ WATER VALVE
- ⊠ ELEVATIONS
- ⊠ TRAFFIC LANE FLOW
- ⊠ CENTER LINE
- ⊠ MONUMENT LINE
- ⊠ DIAMETER



**MONROE COUNTY SURVEYING & MAPPING, INC.**  
 SURVEYORS & MAPPERS, CIVIL ENGINEERS.  
 A DIVISION OF ZURWELLE-WHITTAKER, INC. (EST. 1926)  
 1100 TRUMAN AVENUE, KEY WEST, FL 33404  
 PHONE: (305) 125-4688 OR (305) 286-0466 FAX: (305) 531-4588  
 WWW.MCSMG.COM  
 MEMBER, FLORIDA LAND SURVEYORS' COUNCIL, FLORIDA SURVEYING AND MAPPING SOCIETY

**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**  
 250 TRUMBO ROAD  
 KEY WEST, FL 33040

**EDDIE A. MARTINEZ**  
 PROFESSIONAL SURVEYOR AND MAPPER NO. 14078  
 STATE OF FLORIDA

**SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED "BOUNDARY SURVEY" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 3417, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.807, ALSO THAT THERE ARE NO VISIBLE ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON.

DATE FILED: \_\_\_\_\_

FILED IN: \_\_\_\_\_

BOOK: \_\_\_\_\_

SHEET NO. 1 OF 1

