

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



**To:** Chair and Planning Board Members

**From:** Patrick Wright, Planner II

**Through:** Thaddeus Cohen, Planning Director

**Meeting Date:** June 16, 2016

**Agenda Item:** **Conditional Use – 504 Angela Street (RE # 00015720-000000; AK # 1016098)** – A request for conditional use to allow bar lounge use on property located in the Historic Residential Commercial Core – Duval street Gulfside (HRCC-1) Zoning District pursuant to Sections 122-62 and 122-688 (9) of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida

**Request:** To allow a new 49 seat bar lounge.

**Applicant:** Michael B. Ingram

**Property Owner:** Perez Rosa Lee Dec of Trust 12/8/1997

**Location:** 504 Angela Street (RE # 00015720-000000; AK # 1016098)

**Zoning:** Historic Residential Commercial Core – Duval Street Gulfside (HRCC-1)



**Background:**

The subject property is located on the 500 block of Angela Street just north of Duval Street. The property is immediately surrounded on all sides by the Historic Residential Commercial Core – Duval Street Gulfside zoning district. The property is approximately 4,733 square feet.

The property has historically operated as commercial, with a retail electric supply company operating at this location as far as available City licensing records indicate. The current building contains 3, 930 square feet of commercial floor area according to Monroe County Property Appraisers records.

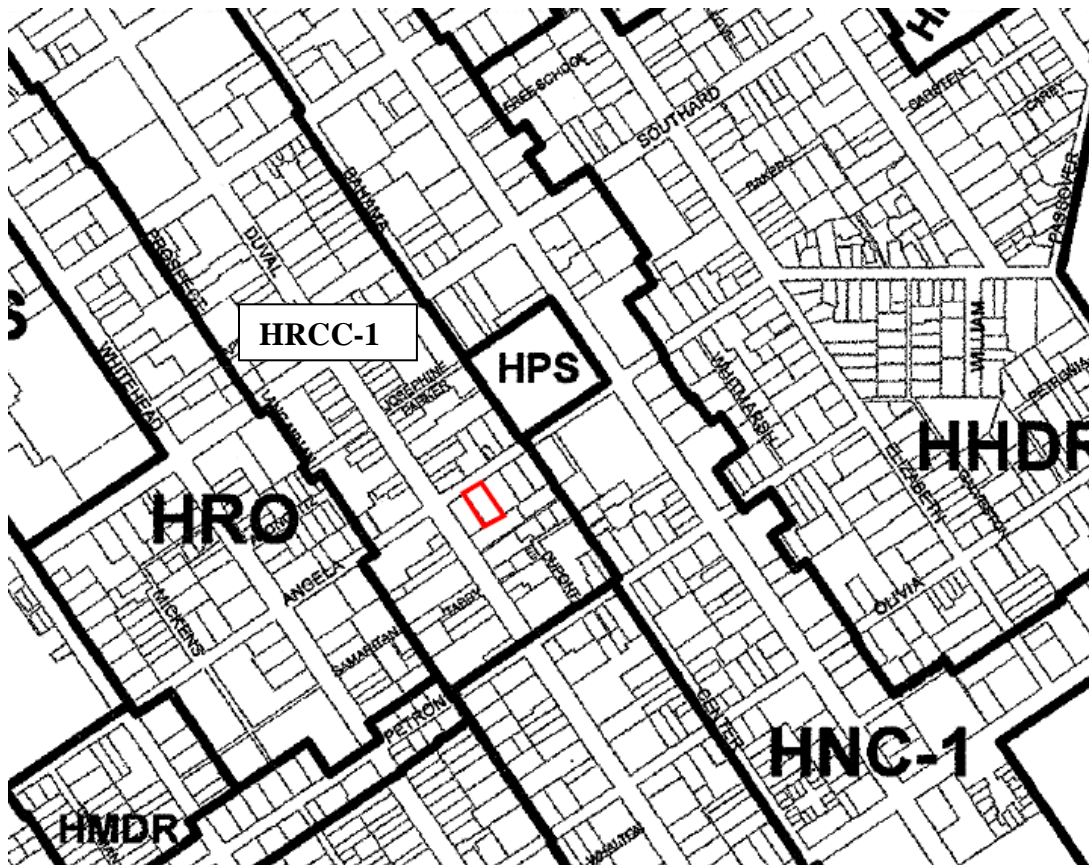
**Surrounding Zoning and Uses:**

**North:** HRCC-1, Transient rental use

**South:** HRCC-1, Commercial Uses, restaurant and retail uses

**East:** HRCC-1, Commercial Uses, bar/lounge and retail uses

**West:** HRCC-1, Commercial Uses, restaurant and transient residential uses



**Process:**

Development Review Committee:

March 24, 2016

Planning Board:

May 19, 2016

Historic Architectural Review Commission:

February 23, 2016

Local Appeal Period:

10 days

DEO Review:

Up to 45 days

### **Conditional Use Review**

The purpose of conditional use review, pursuant to City Code Section 122-61, is to ensure that a conditional use shall only be permitted on specific sites where the proposed use may be adequately accommodated without generating adverse impacts on properties and land uses within the immediate vicinity. City Code Chapter 122, Article III sets forth provisions and criteria for consideration of conditional uses on specific sites. Conditional uses shall be permitted only upon a finding that the proposed use satisfies this article.

### **Conditional Use Specific Criteria pursuant to Code Section 122-62**

#### ***(a) Findings***

Code Section 122-62(a) provides, in part, that “a conditional use shall be permitted upon a finding by the Planning Board that the proposed use, application, and, if applicable, development plan comply with the criteria specified in this section, including specific conditions established by the Planning Board and/or the City Commission during review of the respective application in order to ensure compliance with the comprehensive plan and land development regulations.” This section also specifies that “a conditional use shall be denied if the city determines that the proposed use does not meet the criteria provided in this section and, further, that the proposed conditional use is adverse to the public’s interest.”

#### ***(b) Characteristics of use***

The proposed use is a 49 seat bar/lounge, retail area and related storage, as well as, construction of ADA compliant bathrooms, a meeting room and dressing room. The property is located roughly 50 feet from Duval Street and is in close proximity to a number of bar/lounge and restaurant uses. The property is also located in the HRCC-1 zoning district which is defined as the city's intensely vibrant tourist commercial entertainment center which is characterized by specialty shops, sidewalk-oriented restaurants, lounges and bars with inviting live entertainment; and transient residential accommodations.

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

##### **a. Floor area ratio (FAR):**

The proposed use will add no additional floor area to the property. The total parcel area is 4,733 square feet. The permitted FAR in the HRCC-1 Zoning District 1.0. The existing and proposed FAR is 0.83 (3,930 sq. ft.), and is conforming.

##### **b. Traffic generation:**

The property is located in the historic commercial pedestrian oriented area. The location is in the heart of the Duval Street pedestrian oriented thoroughfare. The trip generation rate between the use of retail sales (Hardware/Paint Store ITE 816) is higher per 1,000 square feet of gross commercial floor area than that of a bar lounge (Drinking Place ITE 936) according to the Institute of Transportation Engineers (ITE) 7<sup>th</sup> Edition Volume 3.

**c. Square feet of enclosed space for each specific use:**

The entire building, 3,930 sq. ft. of floor area, will be classified as the bar/lounge use. As depicted on the plans accessory type uses including retail areas, changing rooms and meeting rooms will be within the building. These uses are seen as accessory to the principal use.

**d. Proposed employment:**

6 full time employees

**e. Proposed number and type of service vehicles:**

Staff does not anticipate any adverse impacts from service vehicles.

**f. Off-street parking needs:**

The property is located in the historic commercial pedestrian oriented area, and no new floor area is being created. Section 108-573 (c) states that no additional parking is required for the change of one type of commercial to another in this district.

The parcel itself does not contain off street parking, however the neighboring parcel (Re # 00015730-000000) is under the same ownership and has historically served as a parking lot for this commercial use. This existing lot contains 12 off street parking spaces and the owner proposes to add an additional 2 spaces totaling in 14 off street parking spaces.

**(2) On- or off-site improvement needs generated by the proposed conditional use and not identified above including the following:**

**a. Utilities**

Staff does not anticipate any improvement needs regarding utilities.

**b. Public facilities, especially any improvements required to ensure compliance with concurrency management as provided in City Code Chapter 94**

None expected. Compliance with building codes and life safety codes would be required prior to building permit issuance. Based on comments at the DRC, it does not appear the conditional use will trigger any public facility capacity issues.

**c. Roadway or signalization improvements, or other similar improvements**

None expected.

**d. Accessory structures or facilities**

None proposed.

**e. Other unique facilities/structures proposed as part of site improvements**

None proposed.

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

**a. Open space**

The parcel is currently nonconforming to commercial open space requirements. No changes are proposed.

**b. Setbacks from adjacent properties**

No changes proposed.

**c. Screening and buffers**

No changes proposed.

**d. Landscaping berms proposed to mitigate against adverse impacts to adjacent sites**

No changes proposed.

**e. Mitigative techniques for abating smoke, odor, noise and other noxious impacts**

No noxious impacts expected.

**(c) *Criteria for conditional use review and approval***

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

**(1) Land use compatibility**

The proposed use would be located in the HRCC-1 zoning district. Per Section 122-686 the intent of the HRCC-1 zoning district defined as the city's intensely vibrant tourist commercial entertainment center which is characterized by specialty shops, sidewalk-oriented restaurants, lounges and bars with inviting live entertainment; and transient residential accommodations.

**(2) Sufficient site size, adequate site specifications and infrastructure to accommodate the proposed use**

The size and shape of the site are adequate to accommodate the proposed scale and intensity of the conditional use requested.

**(3) Proper use of mitigative techniques**

No adverse impacts anticipated.

**(4) Hazardous waste**

None expected or proposed.

**(5) Compliance with applicable laws and ordinances**

Comply with all applicable laws and regulations would be required.

**(6) Additional criteria applicable to specific land uses**

Applicants for conditional use approval shall demonstrate that the proposed conditional use satisfies the following specific criteria designed to ensure against potential adverse impacts which may be associated with the proposed land use:

- a. **Land uses within a conservation area:** N/A
- b. **Residential development:** N/A
- c. **Commercial or mixed use development:** No negative impacts expected.
- d. **Development within or adjacent to historic district:** The proposed renovations were approved by the Historic Architectural Review Commission on February 23, 2016.
- e. **Public facilities or institutional development:** N/A
- f. **Commercial structures, uses and related activities within tidal waters:** N/A
- g. **Adult entertainment establishments:** N/A. The neighboring property at 711 Duval Street has an adult entertainment license with the City and is under common ownership. That use and designated floor area is not permitted to increase on that property or continue into this property per Section 122-1533 (d).

**RECOMMENDATION:**

The Planning Department, based on the criteria established by the Comprehensive Plan and the Land Development Regulations, recommends to the Planning Board that the request for Conditional Use be **APPROVED WITH CONDITIONS** as follows:

**General conditions:**

1. There will be no outdoor consumption area associated with this use. Additional floor area or consumption area will require the parking requirements of Section 108-572 be met and will require further City approvals.
2. To eliminate the potential of adverse impacts related to the surrounding neighborhood the doors on the east (rear) side of the building shall be for exit only.
3. No outdoor amplified music is to be permitted on the property.
4. The conditional use and site improvements/renovations shall match approved plans dated March 25, 2016 by Michael Ingram, Architect.
5. In order to offset the solid waste generated by the proposed use, staff recommends the owner participate in Waste Management's commercial recycling program and/or participate in a certified green business program, such as through Florida Keys Green Living & Energy Education (GLEE).

**Conditions prior to issuance of a Certificate of Occupancy and/or Business Tax Receipt:**

6. The owner shall obtain and maintain a Conditional Approval Permit, pursuant to City Code Chapter 18, Article XII, Division 1. The City Code Compliance shall inspect the property on an annual basis upon reasonable notice to determine compliance with the conditions of the Planning Board resolution.

# **Draft Resolution**



**PLANNING BOARD  
RESOLUTION NO. 2016-**

**A RESOLUTION OF THE CITY OF KEY WEST PLANNING BOARD GRANTING WITH CONDITIONS A CONDITIONAL USE APPROVAL FOR BAR LOUNGE USE ON PROPERTY LOCATED IN THE HISTORIC RESIDENTIAL COMMERCIAL CORE – DUVAL STREET GULFSIDE (HRCC-1) ZONING DISTRICT PURSUANT TO SECTIONS 122-62 AND 122-688 (9) OF THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF KEY WEST, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the subject property is located within the Historic Residential Commercial Core – Duval Street Glufside (HRCC-1); and

**WHEREAS**, pursuant to Sections 122-62 and 122-688(9) of the Land Development Regulations (the “LDRs”) of the Code of Ordinances (the “Code”) of the City of Key West, Florida (the “City”), the applicant filed a conditional use application for the bar/lounge use within existing commercial retail space on property located at 504 Angela Street; and

**WHEREAS**, City Code Section 122-62 outlines the criteria for reviewing a conditional use application by the Planning Board; and

**WHEREAS**, this matter came before the Planning Board at a duly noticed public hearing on May 26, 2016; and

**WHEREAS**, the Planning Board found that the proposed use complies with the criteria in City Code Sections 122-62 and 122-63; and

**WHEREAS**, the approval of the conditional use application will be in harmony with the

\_\_\_\_\_ Chairman  
\_\_\_\_\_ Planning Director

general purpose and intent of the LDRs, and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.

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

**Section 1.** That the above recitals are incorporated by reference as fully set forth herein.

**Section 2.** That a conditional use request, pursuant to Sections 122-62 and 122-688(9) of the Code of Ordinances of the City of Key West, Florida is hereby approved as follows: allowing a bar/lounge use on property located at 504 Angela Street (RE # 00015720-000000; AK # 1016098), with the following conditions:

**General conditions:**

1. There will be no outdoor consumption area associated with this use. Additional floor area or consumption area will require the parking requirements of Section 108-572 be met and will require further City approvals.
2. To eliminate the potential of adverse impacts related to the surrounding neighborhood the doors on the east (rear) side of the building shall be for exit only.
3. No outdoor amplified music is to be permitted on the property.
4. The conditional use and site improvements/renovations shall match approved plans dated March 25, 2016 by Michael Ingram, Architect.
5. In order to offset the solid waste generated by the proposed use, staff recommends the owner participate in Waste Management's commercial recycling program

and/or participate in a certified green business program, such as through Florida Keys Green Living & Energy Education (GLEE)

**Conditions prior to issuance of a Certificate of Occupancy and/or Business Tax**

**Receipt:**

6. The owner shall obtain and maintain a Conditional Approval Permit, pursuant to City Code Chapter 18, Article XII, Division 1. The City Code Compliance shall inspect the property on an annual basis upon reasonable notice to determine compliance with the above general conditions.

**Section 3.** Full, complete, and final application for all permits required for which this resolution is wholly or partly necessary, shall be submitted in its entirety and construction shall commence within 12 months after the date hereof.

**Section 4.** This resolution does not constitute a finding as to ownership or right to possession of the property, and assumes, without finding, the correctness of applicant's assertion of legal authority respecting the property.

**Section 5.** This resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission.

**Section 6.** This resolution is subject to appeal periods as provided by the City of Key West Code of Ordinances (including the Land Development Regulations). After the City appeal period has expired, this permit or development order will be rendered to the Florida Department of Economic Opportunity. Pursuant to Chapter 73C-44, F.A.C., this permit or development order is not effective for 45 days after it has been properly rendered to the DEO with all exhibits and

\_\_\_\_\_ Chairman  
\_\_\_\_\_ Planning Director

applications attached to or incorporated by reference in this approval; that within the 45-day review period the DEO can appeal the permit or development order to the Florida Land and Water Adjudicatory Commission; and that such an appeal stays the effectiveness of the permit until the appeal is resolved by agreement or order.

Read and passed on first reading at a regularly scheduled meeting held this 16th day of June, 2016.

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

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Sam Holland, Planning Board Chair

Date

**Attest:**

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Thaddeus Cohen, Planning Director

Date

**Filed with the Clerk:**

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Cheryl Smith, City Clerk

Date

\_\_\_\_\_ Chairman  
\_\_\_\_\_ Planning Director

# Application

January 15, 2016

City of Key West Planning Department  
3140 Flagler Avenue  
Key West, Florida 33040  
Attn: Thaddeus Cohen, Director of Planning

**RE: 504 Angela Street  
Conditional Use Application Description of Proposed Development and Use**

Dear Director of Planning Cohen,

The following is our response to item 12 Description of Proposed Development and Use as part of the Conditional Use Application.

**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).**

*The previous use of 504 Angela Street was an electric retail for lighting fixtures, contractor supplies, electric supplies, warehousing for same, including 1000 S.F. of outside storage yard for conduit, delivery areas for larger trucks and pickup. Included were offices for back of house operations.*

*The existing concrete block structures, ca, 1954 is not listed as contributing. (I.e. non-contributing) and sits on a land area of 4,733 S.F. (50x90). The structure itself is 3,930 S.F. (Parcel ID 00015720-000000). Access is afforded to retail/office areas from Angela Street and thru the abutting contiguous parking area (Parcel ID 00015730-000000) land area 4,638 (50 x95). Both parcels are part of a master lease which expires in 2052 and currently held by Mirador del Mar LLC.*

*The project will allow for the establishment of a 49 seat bar/lounge space, retail area and related storage, as well as, construction of ADA compliant bathrooms, a meeting room and dressing room for the adjacent business at 711 Duval Street.*

*Parking will remain and be expanded by reduction of existing storage area and be restricted to the business use, existing easements and not offered to the public. Essentially, there is no change in use of parking and bicycle areas. Surfaces will be repaired.*

*The proposal is fully compliant with Sec. 108-573 (Special provisions within historic commercial pedestrian – oriented area.*

Thank you,

Michael B. Ingram

## TEAM

The project team consists of:

Owner: Mirador Del Mar, LLC (Sam Dickson)  
121 Ridgeland Way  
Atlanta, GA 30305

Applicant: Michael B. Ingram Partner Aqua KW, LLC  
1001 Whitehead Street #101  
Key West, FL 33040

Engineer of Record: Meridian Engineering LLC  
201 Front Street  
Suite 209  
Key West, FL 33040

Architect of Record: Michael B. Ingram  
1001 Whitehead Street #101  
Key West, FL 33040

## **SOLUTION STATEMENT**

The Project is in the HRCC-1 parking waiver zone and will not expand existing floor area. A Bar/Lounge is a use allowed (conditional use, (Sec. 122-688) (9) and the building/parking area has existed prior to 1/1/98 – therefore, change of use requires no new parking. Additionally, public parking is offered within 200 linear feet, although not required by the proposed changes.

**Stormwater Runoff** - The property has been improved for over sixty years and is completely impermeable. City maintained storm water management improvements have recently been completed in conjunction with public parking and fire station build out.

**Potable Water** - Water use is limited to toilet facilities; two of which currently exist plus three new low flow toilets/lavatories as shown. Ice, cleaning and general consumption is minor.

**Waste Disposal** - Current practices for recycling will be expanded and enhanced by the proposal. As there is no food preparation facilities, actual garbage is minimal. 100% of solid waste and recyclables are handled under contract with the current City hauler, (Waste Management) and is collected no less than twice per week.

**Energy Conservation** - All improvements and equipment will meet energy saving standards. New cold storage will be significantly more efficient than equipment being replaced.

**Parking & Traffic** - 504 Angela is in a parking waiver zone. Anticipated customer base/arrivals are expected to be 90% pedestrian based thru out the hours of the operation. Significant reduction of vehicular traffic will be realized by the changes of use. Previous operations saw significant daily vehicular arrival and departures; the majority of which were larger service/commercial vehicles.

**Lighting & Noise** - Code requirements will be met during hours of operations. The Management of Aqua Night Club is familiar with DBA requirements.



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



**CONDITIONAL USE CRITERIA**

**Sec. 122-61. Purpose and intent.**

The purpose of this article is to ensure that a conditional use shall only be permitted on specific sites where the proposed use may be adequately accommodated without generating adverse impacts on properties and land uses within the immediate vicinity. This article sets forth provisions and criteria for consideration of conditional uses on specific sites. Conditional uses shall be permitted only upon a finding that the proposed use satisfies this article.

**Sec. 122-62. Specific criteria for approval.**

- (a) Findings. A conditional use shall be permitted upon a finding by the planning board that the proposed use, application and, if applicable, development plan comply with the criteria specified in this section, including specific conditions established by the planning board and or the city commission during review of the respective application in order to ensure compliance with the comprehensive plan and land development regulations. If the proposed conditional use is a major development pursuant to sections 108-165 and 108-166, the city commission shall render the final determination pursuant to section 122-63. A conditional use shall be denied if the city determines that the proposed use does not meet the criteria provided in this section and, further, that the proposed conditional use is adverse to the public's interest. An application for a conditional use shall describe how the specific land use characteristics proposed meet the criteria described in subsection (c) of this section and shall include a description of any measures proposed to mitigate against possible adverse impacts of the proposed conditional use on properties in the immediate vicinity.
- (b) Characteristics of use described. The following characteristics of a proposed conditional use shall be clearly described as part of the conditional use application:
- (1) Scale and intensity of the proposed conditional use as measured by the following:
    - a. Floor area ratio;
    - b. Traffic generation;
    - c. Square feet of enclosed building for each specific use;
    - d. Proposed employment;
    - e. Proposed number and type of service vehicles; and
    - f. Off-street parking needs.
  - (2) On- or off-site improvement needs generated by the proposed conditional use and not identified on the list in subsection (b)(1) of this section including the following:
    - a. Utilities;
    - b. Public facilities, especially any improvements required to ensure compliance with concurrency management as provided in chapter 94;
    - c. Roadway or signalization improvements, or other similar improvements;
    - d. Accessory structures or facilities; and
    - e. Other unique facilities/structures proposed as part of site improvements.
  - (3) On-site amenities proposed to enhance site and planned improvements. Amenities including mitigative techniques such as:
    - a. Open space;
    - b. Setbacks from adjacent properties;
    - c. Screening and buffers;
    - d. Landscaped berms proposed to mitigate against adverse impacts to adjacent sites; and
    - e. Mitigative techniques for abating smoke, odor, noise, and other noxious impacts.



**DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION**  
**City of Key West Planning Department**  
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- (c) Criteria for conditional use review and approval. Applications for a conditional use shall clearly demonstrate the following:
- (1) Land use compatibility. The applicant shall demonstrate that the conditional use, including its proposed scale and intensity, traffic-generating characteristics, and off-site impacts are compatible and harmonious with adjacent land use and will not adversely impact land use activities in the immediate vicinity.
  - (2) Sufficient site size, adequate site specifications, and infrastructure to accommodate the proposed use. The size and shape of the site, the proposed access and internal circulation, and the urban design enhancements must be adequate to accommodate the proposed scale and intensity of the conditional use requested. The site shall be of sufficient size to accommodate urban design amenities such as screening, buffers, landscaping, open space, off-street parking, efficient internal traffic circulation, infrastructure (i.e., refer to chapter 94 to ensure concurrency management requirements are met) and similar site plan improvements needed to mitigate against potential adverse impacts of the proposed use.
  - (3) Proper use of mitigative techniques. The applicant shall demonstrate that the conditional use and site plan have been designed to incorporate mitigative techniques needed to prevent adverse impacts to adjacent land uses. In addition, the design scheme shall appropriately address off-site impacts to ensure that land use activities in the immediate vicinity, including community infrastructure, are not burdened with adverse impacts detrimental to the general public health, safety and welfare.
  - (4) Hazardous waste. The proposed use shall not generate hazardous waste or require use of hazardous materials in its operation without use of city-approved mitigative techniques designed to prevent any adverse impact to the general health, safety and welfare. The plan shall provide for appropriate identification of hazardous waste and hazardous material and shall regulate its use, storage and transfer consistent with best management principles and practices. No use which generates hazardous waste or uses hazardous materials shall be located in the city unless the specific location is consistent with the comprehensive plan and land development regulations and does not adversely impact wellfields, aquifer recharge areas, or other conservation resources.
  - (5) Compliance with applicable laws and ordinances. A conditional use application shall demonstrate compliance with all applicable federal, state, county, and city laws and ordinances. Where permits are required from governmental agencies other than the city, these permits shall be obtained as a condition of approval. The city may affix other conditions to any approval of a conditional use in order to protect the public health, safety, and welfare.
  - (6) Additional criteria applicable to specific land uses. Applicants for conditional use approval shall demonstrate that the proposed conditional use satisfies the following specific criteria designed to ensure against potential adverse impacts which may be associated with the proposed land use:
    - a. Land uses within a conservation area. Land uses in conservation areas shall be reviewed with emphasis on compliance with section 108-1 and articles III, IV, V, VII and VIII of chapter 110 pertaining to environmental protection, especially compliance with criteria, including land use compatibility and mitigative measures related to wetland preservation, coastal resource impact analysis and shoreline protection, protection of marine life and fisheries, protection of flora and fauna, and floodplain protection. The size, scale and design of structures located within a conservation area shall be restricted in order to prevent and/or minimize adverse impacts on natural resources. Similarly, public uses should only be approved within a wetland or coastal high hazard area V zone when alternative upland locations are not feasible on an upland site outside the V zone.
    - b. Residential development. Residential development proposed as a conditional use shall be reviewed for land use compatibility based on compliance with divisions 2 through 14 of article IV and divisions 2 and 3 of article V of this chapter pertaining to zoning district regulations, including size and dimension regulations impacting setbacks, lot coverage, height, mass of building, building coverage, and open space criteria. Land use compatibility also shall be measured by appearance, design, and land use compatibility criteria established in chapter 102; articles III, IV and V of chapter 108; section 108-956; and article II of chapter 110; especially protection of historic resources; subdivision of land; access, internal circulation, and off-



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street parking; as well as possible required mitigative measures such as landscaping and site design amenities.

- c. Commercial or mixed use development. Commercial or mixed use development proposed as a conditional use shall be reviewed for land use compatibility based on compliance with divisions 2 through 14 of article IV and divisions 2 and 3 of article V of this chapter pertaining to zoning district regulations, including size and dimension regulations impacting floor area ratio, setbacks, lot coverage, height, mass of buildings, building coverage, and open space criteria. Land use compatibility also shall be measured by appearance, design, and land use compatibility criteria established in chapter 102; articles I, II, IV and V of chapter 108; section 108-956; and article II of chapter 110; especially protection of historic resources; subdivision of land; access, pedestrian access and circulation; internal vehicular circulation together with access and egress to the site, and off-street parking; as well as possible required mitigative measures such as landscaping, buffering, and other site design amenities. Where commercial or mixed use development is proposed as a conditional use adjacent to U.S. 1, the development shall be required to provide mitigative measures to avoid potential adverse impacts to traffic flow along the U.S. 1 corridor, including but not limited to restrictions on access from and egress to U.S. 1, providing for signalization, acceleration and deceleration lanes, and/or other appropriate mitigative measures.
- d. Development within or adjacent to historic district. All development proposed as a conditional use within or adjacent to the historic district shall be reviewed based on applicable criteria stated in this section for residential, commercial, or mixed use development and shall also comply with appearance and design guidelines for historic structures and contributing structures and/or shall be required to provide special mitigative site and structural appearance and design attributes or amenities that reinforce the appearance, historic attributes, and amenities of structures within the historic district.
- e. Public facilities or institutional development. Public facilities or other institutional development proposed as a conditional use shall be reviewed based on land use compatibility and design criteria established for commercial and mixed use development. In addition, the city shall analyze the proposed site location and design attributes relative to other available sites and the comparative merits of the proposed site, considering professionally accepted principles and standards for the design and location of similar community facilities and public infrastructure. The city shall also consider compliance with relevant comprehensive plan assessments of community facility and infrastructure needs and location impacts relative to service area deficiencies or improvement needs.
- f. Commercial structures, uses and related activities within tidal waters. The criteria for commercial structures, uses and related activities within tidal waters are as provided in section 122-1186.
- g. Adult entertainment establishments. The criteria for adult entertainment establishments are as provided in division 12 of article V of this chapter.

**Sec. 122-62. - Specific criteria for approval.**

(a) Findings. See Section 'C'" below.

(b) Characteristics.

Per site plan and building plans; proposal will not exceed existing building envelope or expand. Existing off street parking shall remain, no additional utilities will be required, streets and sidewalks currently exist. Noise generation will be managed.

(c) Criteria for conditional use review and approval. Applications for a conditional use shall clearly demonstrate the following:

(1) Land use is consistent with other uses of the area as anticipated in HRCC-1 Duval Street Gulf side District (Sec. 122-688.)

(2) Site size specifications, and infrastructure for use:

Existing floor area is to be utilized. Approximately 900sf of the existing building (24%) is to be utilized for consumption area. It is anticipated that potted shrubs and trees will enhance the existing impervious areas; all refuse containers will be screened, there are no cooking facilities, vents or equipment that would be incompatible.

(3) See (2) above Mitigative Techniques.

Sound absorption and sound direction will mitigate any impact on surrounding areas.

(4) Hazardous waste.

There will be no hazardous waste. Indeed, reduction from previously stored leaded products, CFC's etc. is part of the proposed change in use.

(5) Compliance with applicable laws and ordinances.

City process for permitting will ensure that all current requirements are met for environment and life safety. No permits are required prior to consideration of the conditional use application.

(6) Additional criteria applicable to specific land uses.

The project is not within any **a.** conservation area, **b.** considered for residential use, **c.** remains within existing footprint of building & does not change FAR, setbacks, coverage, height or mass. Appearance will be improved by upgrade of fenced areas, building painting, signage and will meet all HARC guidelines. Vehicular movements will be reduced, the pedestrian orientation enhanced, and overall safety of the area improved. There is no subdivision of land, is not adjacent to US Highway.

1. The buildings are legally non-conforming & such non-conformities are not increased.

d. Revisions by HARC shall follow Conditional Use Approval.

e. Public facilities / institutional development.

**Non Applicable**

f. Commercial structures, uses and related activities within tidal waters.

**Non Applicable**

g. Adult entertainment establishments.

**Non Applicable** to proposed case.

# Verification



City of Key West  
Planning Department



Verification Form

(Where Authorized Representative is an individual)

I, MICHAEL B. INGRAM, 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: (Lease)

504 ANGELA STREET, KEY WEST  
Street address of subject property

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

Michael B. Ingram  
Signature of Authorized Representative

Subscribed and sworn to (or affirmed) before me on this May 23, 2016 by  
date

MICHAEL B. INGRAM  
Name of Authorized Representative

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

Stacy L. Gibson  
Notary's Signature and Seal



STACY L. GIBSON  
Name of Acknowledger typed, printed or stamped

# FF 170806  
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, Sam G. Dickson as  
*Please Print Name of person with authority to execute documents on behalf of entity*

Manager of Mirador del Mar, LLC  
*Name of office (President, Managing Member) Name of owner from deed*

authorize Michael B. Ingram  
*Please Print Name of Representative*

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

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

Subscribed and sworn to (or affirmed) before me on this 12th day of January, 2016  
*Date*

by Sam G. Dickson  
*Name of person with authority to execute documents on behalf on entity owner*

He/She is personally known to me ~~or has presented~~ \_\_\_\_\_ as identification.

[Signature]  
*Notary's Signature and Seal*

John L. Weatherman  
*Name of Acknowledger typed, printed or stamped*



\_\_\_\_\_  
*Commission Number, if any*



**Deed**

THIS INSTRUMENT WAS PREPARED BY AND RETURN TO:  
Robert E. Highsmith, Esq.  
FELDMAN KOENIG & HIGHSMITH, P.A.  
3158 Northside Drive  
Key West, Florida 33040

Doc# 1612936 11/15/2006 9:21AM  
Filed & Recorded in Official Records of  
MONROE COUNTY DANNY L. KOLHAGE

11/15/2006 9:21AM  
DEED DOC STAMP CL: PW \$0.70

Folio Number: 00015720-000000 and 00015730-000000

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

Doc# 1612936  
Bk# 2252 Pg# 265

THIS INDENTURE, made this 31<sup>st</sup> day of September, 2006, between ROSA LEE PEREZ, an unmarried widow, Grantor, and ROSA LEE PEREZ, AS TRUSTEE OF THE ROSA LEE PEREZ DECLARATION OF TRUST DATED DECEMBER 8, 1997, whose post office address is 316 Southard Street, Key West, Florida 33040, Grantee:

("Grantor" and "Grantee" are used for singular or plural, as context requires)

WITNESSETH, that said Grantor, for and in consideration of the sum of \$10.00 and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described lot, piece or parcel of land, situate, lying and being in the County of Monroe, State of Florida, to wit:

See Exhibits "A" and "B" attached hereto.

AND GRANTOR does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

FULL POWER AND AUTHORITY are hereby conferred on said Grantee and their successors pursuant to Fla. Stat. s. 689.071 to protect, conserve, sell, lease, encumber and otherwise manage and dispose of the real property conveyed herein.

THIS DEED HAS BEEN PREPARED WITHOUT THE BENEFIT OF TITLE SEARCH OR EXAMINATION.

THE PROPERTY BEING CONVEYED HEREIN IS NOT THE HOMESTEAD OF THE GRANTOR.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first written above.

AS  
Witness Signature  
Robert E. Highsmith  
Printed Name  
JANICE W MOSS  
Witness Signature  
Printed Name

Rosa Lee Perez by Rose Cecilia Birk  
ROSA LEE PEREZ  
her attorney-in-fact

STATE OF FLORIDA  
COUNTY OF MONROE

On this 31<sup>st</sup> day of September, 2006, before me personally came Rosa Lee Perez, who is personally known to me (yes) (no) or who has produced \_\_\_\_\_ as identification to me, and who acknowledged execution of the foregoing instrument.

Robert E. Highsmith  
Notary Public, State of FLORIDA  
Name: Robert E. Highsmith  
(Print Name)  
My Commission Expires:



EXHIBIT "A"

711 DUVAL STREET, KEY WEST, FLORIDA

Doc# 1612936  
Bk# 2252 Pg# 266

LEGAL DESCRIPTION:

Lying and being in the County of Monroe, State of Florida, to-wit:

On the Island of Key West and known on William A. Whitehead's map delineated in February, A.D., 1829, as part of Lot Two (2) of Square Two (2) of Tract Four (4), described by metes and bounds as follows:

Commencing at a point on the Northeast side of Duval Street distant Ninety-four (94) feet eight (8) inches Southeasterly from the corner of Duval and Angela Streets, and running thence along Duval Street in a Southeasterly direction Forty-two (42) feet four (4) inches; thence at right angles in a Northeasterly direction One hundred thirty-five (135) feet; thence at right angles in a Northwesterly direction forty-two (42) feet Four (4) inches; thence at right angles in a southwesterly direction One hundred thirty-five (135) feet to the point or place of beginning on Duval Street.

EXHIBIT "B"

504 ANGELA STREET, KEY WEST, FLORIDA

Doc# 1612936  
Bk# 2252 Pg# 267

506 ANGELA STREET, KEY WEST, FLORIDA

LEGAL DESCRIPTION:

Lying and being in the County of Monroe, State of Florida, to-wit:

On the Island of Key West and known on William A. Whitehead's map of said Island delineated in February, A.D., 1829, as a part of Tract Four (4), but now better known as a part of Lot Two (2) in Square Two (2) of Simonton and Wall's addition to the City of Key West; commencing at a point on Angela Street distant Fifty (50) feet from the corner of Angela and Duval Streets, and running thence along Angela Street in a Northeasterly direction Fifty (50) feet; thence at right angles in a Southeasterly direction Ninety-four (94) feet and Eight (8) inches; thence at right angles in a Southwesterly direction Fifty (50) feet; thence at right angles in a Northwesterly direction Ninety-four (94) feet and Eight (8) inches to the place of beginning.

Also

On the Island of Key West and known on William A. Whitehead's map of said Island, delineated in February, A.D., 1829, as a part of Tract Four (4), but now better known as a part of Lot Two (2) in Square Two (2) according to Simonton and Wall's addition to the City of Key West; commencing at a point on Angela Street distant One hundred (100) feet from the corner of Angela and Duval Streets, and running thence along Angela Street in a Northeasterly direction Forty-nine (49) feet; thence at right angles in a Southeasterly direction Ninety-four (94) feet and Eight (8) inches; thence at right angles in a Southwesterly direction Forty-nine (49) feet; thence at right angles in a Northwesterly direction Ninety-four (94) feet and Eight (8) inches to the place of beginning.

MONROE COUNTY  
OFFICIAL RECORDS

# Survey



MAP OF BOUNDARY SURVEY  
PART OF LOT 2, SQUARE 2, TRACT 4,  
WILLIAM A. WHITEHEAD'S MAP  
ON THE ISLAND OF  
KEY WEST

NORTH  
ASSUMED FROM  
LEGAL DESCRIPTION  
SCALE: 1" = 20'

BEARING BASE:  
90° LOTS

ALL ANGLES DEPICTED  
ARE 90 DEGREES UNLESS  
OTHERWISE INDICATED

ADDRESS:  
504-506 ANGELA STREET  
KEY WEST, FL 33040

ELEVATIONS SHOWN AS  
X.XX REFER TO NGVD29  
VERTICAL DATUM

I HAVE CONSULTED THE FEDERAL  
EMERGENCY MANAGEMENT AGENCY  
FLOOD INSURANCE RATE MAP -  
COMMUNITY NAME: CITY OF KEY WEST  
COMMUNITY NO.: 120168  
MAP NO.: 12087C-1516K  
MAP DATE: 02-18-05  
THE HERON DESCRIBED  
PROPERTY APPEARS TO BE IN -  
FLOOD ZONE: X  
BASE ELEVATION: N/A

BENCHMARK USED:  
PID AA 0008  
CGS DISK  
ELEVATION 14.32', NGVD29

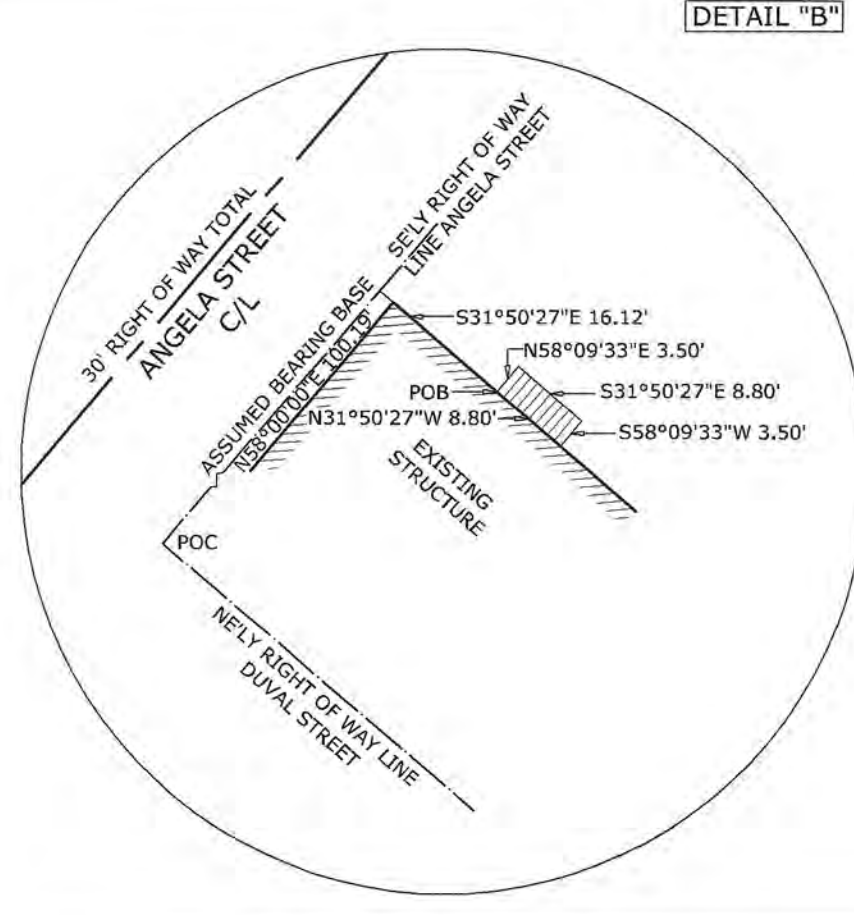
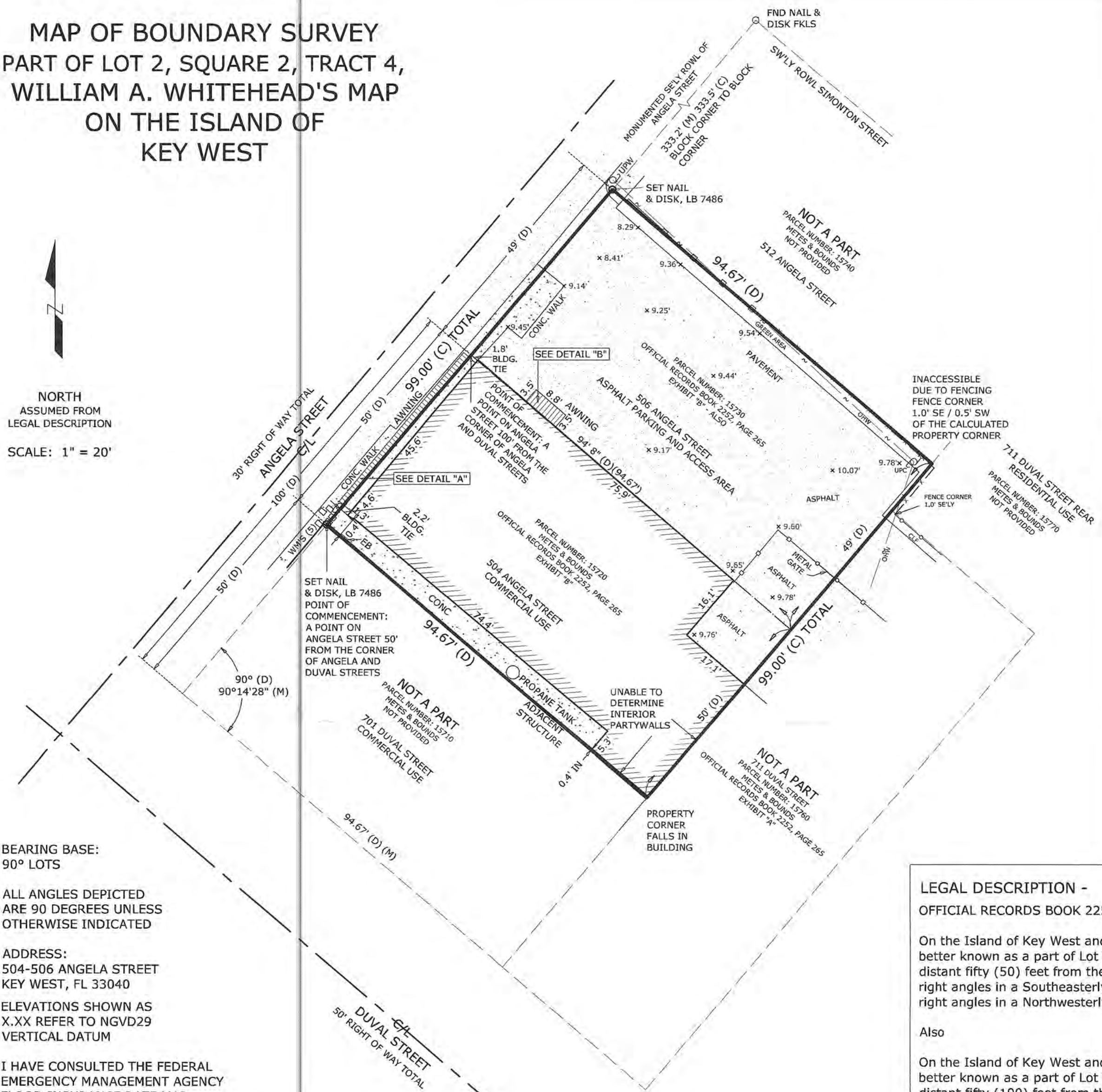
SCALE: 1"=20'  
FIELD WORK DATE 01/25/16  
REVISION DATE -/-  
SHEET 1 OF 1  
DRAWN BY: GF  
CHECKED BY: RER  
INV. NO.: 16012004

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THIS SURVEY, WHEN SCHEDULE B HAS BEEN PROVIDED MEETS THE PROVISIONS OF FORM 9, SUBPARAGRAPH 1(B) 1(SETBACKS), 1(B)3(ENCROACHMENTS), & 1(B)4(EASEMENTS), SCHEDULE "B" HAS NOT BEEN PROVIDED.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER

SIGNED: *Robert E. Reece*  
ROBERT E. REECE, PSM 5632, PROFESSIONAL SURVEYOR AND MAPPER

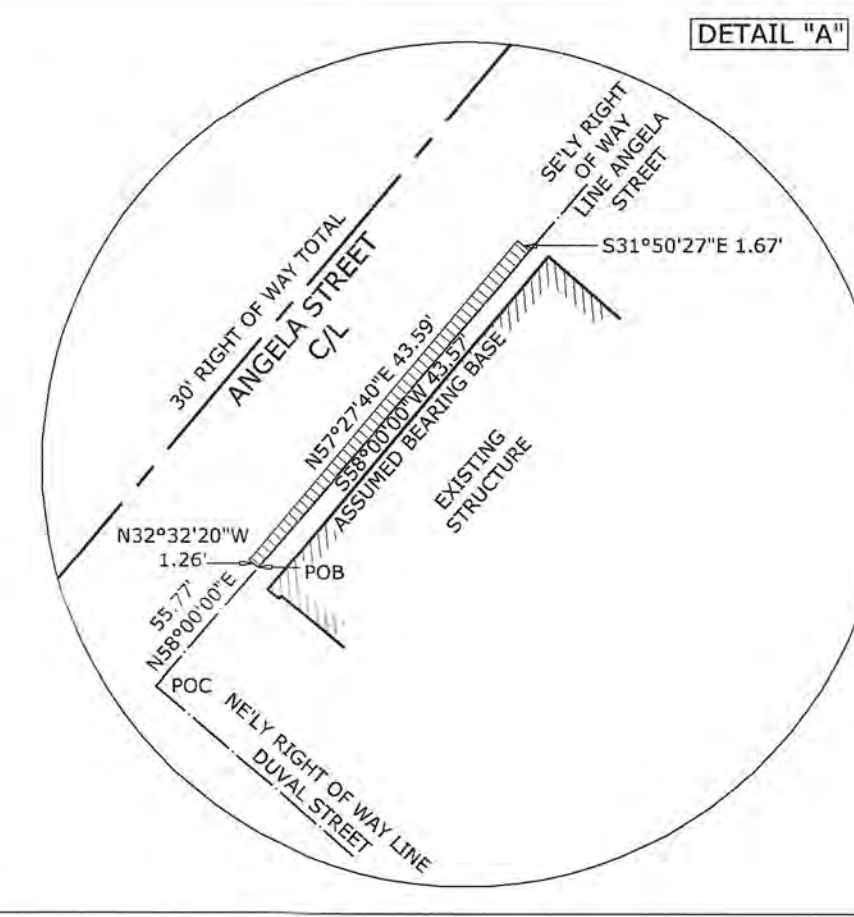
REECE & ASSOCIATES  
PROFESSIONAL SURVEYOR AND MAPPER, LB 7846  
127 INDUSTRIAL ROAD, BIG PINE KEY, FL 33043  
OFFICE (305) 872 - 1348  
FAX (305) 872 - 5622



PROPOSED EASEMENT FOR ROOF OVERHANG NEWLY DESCRIBED AT THE REQUEST OF CLIENT, DATED 01/25/2016

On the Island of Key West and known on William A. Whitehead's map delineated in February, A.D., 1829, as part of Lot Two (2) of Square Two (2) of Tract Four (4), described by metes and bounds as follows:

Commencing at the intersection of the Northeasterly right-of-way line of Duval Street and the Southeasterly right-of-way line of Angela Street, thence on an assumed bearing of North 58°00'00" East on the Southeasterly right of way line of Angela Street 100.19 feet;  
thence South 31°50'27" East, 16.12 feet to the Point of Beginning;  
thence South 31°50'27" East 16.12 feet a point on the northeasterly face of an existing structure, to the Point of Beginning;  
thence North 58°09'33" East, 3.50 feet;  
thence South 31°50'27" East, 8.80 feet;  
thence South 58°09'33" West, 3.50 feet to a point on the northeasterly face of an existing structure;  
thence North 31°50'27" West, along said existing structure, 8.80 feet, back to the Point of Beginning, containing 30.8 square feet, more or less.



PROPOSED EASEMENT FOR ROOF OVERHANG NEWLY DESCRIBED AT THE REQUEST OF CLIENT, DATED 01/25/2016

On the Island of Key West and known on William A. Whitehead's map delineated in February, A.D., 1829, as part of Lot Two (2) of Square Two (2) of Tract Four (4), described by metes and bounds as follows:

Commencing at the intersection of the Northeasterly right-of-way line of Duval Street and the Southeasterly right-of-way line of Angela Street, thence on an assumed bearing of North 58°00'00" East on the Southeasterly right of way line of Angela Street 55.77 feet;  
to the Point of Beginning;  
thence North 32°32'20" West, 1.26 feet;  
thence North 57°27'40" East, 43.59 feet;  
thence South 31°50'27" East, 1.67 feet;  
thence South 58°00'00" West, 43.57 feet,  
back to the Point of Beginning, containing 63.9 square feet, more or less.

LEGAL DESCRIPTION -  
OFFICIAL RECORDS BOOK 2252, PAGE 267 - EXHIBIT "B"

On the Island of Key West and known on William A. Whitehead's map of said Island delineated in February, A.D., 1829, as a part of Tract Four (4), but now better known as a part of Lot Two (2) in Square Two (2) of Simonton and Wall's addition to the City of Key West; commencing at a point on Angela Street distant fifty (50) feet from the corner of Angela and Duval Streets, and running thence along Angela Street in a Northeasterly direction Fifty (50) feet; thence at right angles in a Southeasterly direction Ninety-four (94) feet and Eight (8) inches; thence at right angles in a Southwesterly direction Fifty (50) feet; thence at right angles in a Northwesterly direction Ninety-four (94) feet and Eight (8) inches to the place of beginning.

Also

On the Island of Key West and known on William A. Whitehead's map of said Island delineated in February, A.D., 1829, as a part of Tract Four (4), but now better known as a part of Lot Two (2) in Square Two (2) of Simonton and Wall's addition to the City of Key West; commencing at a point on Angela Street distant fifty (100) feet from the corner of Angela and Duval Streets, and running thence along Angela Street in a Northeasterly direction Fifty (49) feet; thence at right angles in a Southeasterly direction Ninety-four (94) feet and Eight (8) inches; thence at right angles in a Southwesterly direction Fifty (49) feet; thence at right angles in a Northwesterly direction Ninety-four (94) feet and Eight (8) inches to the place of beginning.

CERTIFIED TO -  
MICHAEL INGRAM

NOTES:  
THIS SURVEY WAS PERFORMED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE PARTIES LISTED HEREIN AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER. LIKEWISE, ANY REUSE OF THIS SURVEY FOR ANY PURPOSE OTHER THAN WHICH WAS ORIGINALLY INTENDED, WITHOUT THE WRITTEN PERMISSION OF THE UNDERSIGNED SURVEYOR & MAPPER, WILL BE DONE SO AT THE RISK OF THE REUSING PARTY AND WITHOUT ANY LIABILITY TO THE UNDERSIGNED SURVEYOR & MAPPER.

LEGAL DESCRIPTIONS HAVE BEEN FURNISHED BY THE CLIENT OR HIS/HER REPRESENTATIVE. PUBLIC RECORDS HAVE NOT BEEN RESEARCHED BY THE SURVEYOR TO DETERMINE THE ACCURACY OF THESE DESCRIPTIONS NOR HAVE ADJOINING PROPERTIES BEEN RESEARCHED TO DETERMINE OVERLAPS OR HIATUS.

THIS SURVEY DOES NOT PURPORT TO SHOW OWNERSHIP OF WALLS OR FENCES ALONG PROPERTY LINES.

ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

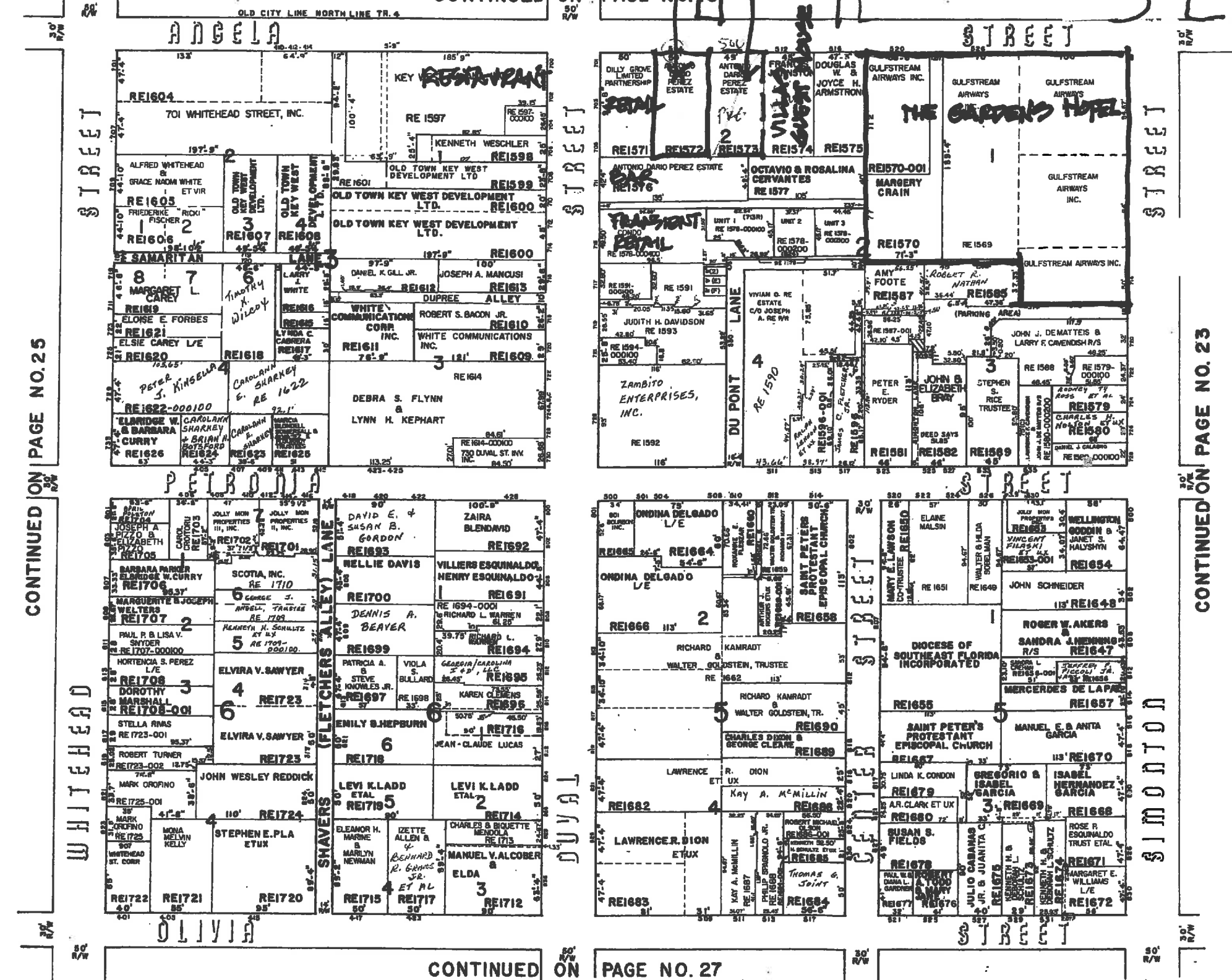
- NOTE: MEASURED DIMENSIONS EQUAL PLATTED OR DESCRIBED DIMENSIONS UNLESS INDICATED OTHERWISE. FOUNDATIONS BENEATH THE SURFACE ARE NOT SHOWN. THE FOLLOWING IS A LIST OF ABBREVIATIONS THAT MAY BE FOUND ON THIS SHEET.
- |                                      |                                   |                                    |                                      |
|--------------------------------------|-----------------------------------|------------------------------------|--------------------------------------|
| BFP = BACK-FLOW PREVENTER            | FI = FENCE INSIDE                 | P = PLAT                           | TOB = TOP OF BANK                    |
| BO = BLOW OUT                        | FND = FOUND                       | PC = POINT OF CURVE                | TOS = TOE OF SLOPE                   |
| C = CALCULATED                       | FND&D = FOUND NAIL & DISK (#XXXX) | PCC = POINT OF COMPOUND CURVE      | TS = TRAFFIC SIGN                    |
| CBG = 2" CONCRETE CURB & GUTTER      | FO = FENCE OUTSIDE                | PCP = PERMANENT CONTROL POINT      | UEASE = UTILITY EASEMENT             |
| CB = CONCRETE BLOCK                  | FOL = FENCE ON LINE               | PI = POINT OF INTERSECTION         | UC = CONCRETE UTILITY POLE           |
| CBW = CONCRETE BLOCK WALL            | GB = GRADE BREAK                  | PK = PARKER KALON NAIL             | UPM = METAL UTILITY POLE             |
| CBRW = CONCRETE BLOCK RETAINING WALL | GI = GRATE INLET                  | PM = PARKING METER                 | VP = WOOD UTILITY POLE               |
| CI = CURB INLET                      | GL = GROUND LEVEL                 | POB = POINT OF BEGINNING           | WB = WOOD DECK                       |
| CL = CENTERLINE                      | GW = GUY WIRE                     | POC = POINT OF COMMENCEMENT        | WDF = WOOD FENCE                     |
| CLF = CHAINLINK FENCE                | HB = HOSE BIB                     | PRC = POINT OF REVERSE CURVE       | WL = WOOD LANDING                    |
| CM = CONCRETE MONUMENT               | IP = IRON PIPE                    | PRM = PERMANENT REFERENCE MONUMENT | WM = WATER METER                     |
| CNC = CONCRETE                       | IR = IRON ROD                     | PT = POINT OF TANGENT              | WRACK LINE = LINE OF DEBRIS ON SHORE |
| C/S = CONCRETE SLAB                  | L = ARC LENGTH                    | R = RADIUS                         | WW = WATER VALVE                     |
| CVD = COVERED                        | LE = LOWER ENCLOSURE              | ROL = ROOF OVERHANG LINE           | T = TREE                             |
| D = DEED                             | LS = LANDSCAPING                  | ROWL = RIGHT OF WAY LINE           | TBW = BUTTWOOD                       |
| DEASE = DRAINAGE EASEMENT            | M = MEASURED                      | R/W = RIGHT OF WAY                 | TGL = GUMBO LIMBO                    |
| DELTA = DELTA ANGLE                  | MB = MAILBOX                      | SCO = SANITARY CLEAN-OUT           | TMA = MAHOGANY TO DISK               |
| DMH = DRAINAGE MANHOLE               | NHWL = MEAN HIGH WATER LINE       | SH&D = SET NAIL & DISK LB 7846     | TPA = PALM                           |
| EB = ELECTRIC BOX                    | MTLF = METAL FENCE                | SIR = SET IRON ROD 1/2" LB 7846    | YFAC = COCONUT PALM                  |
| EL = ELEVATION                       | NAVD = NORTH AMERICAN             | SMH = SANITARY MANHOLE             | TQJN = ROYAL POINCIANA               |
| ELEV = ELEVATED                      | VE = VERTICAL DATUM (1988)        | SPV = SPRINKLER CONTROL VALVE      | TSCH = SCHEFFLERA                    |
| EM = ELECTRIC METER                  | VE = VERTICAL DATUM (1929)        | SV = SEWER VALVE                   | TSC = SEAGRAPE                       |
| ENCL = ENCLOSURE                     | NTS = NOT TO SCALE                | TB = TELEPHONE BOX                 | TUNK = UNKNOWN                       |
| FFE = FINISHED FLOOR ELEVATION       | OHW = OVERHEAD WIRES              | TBM = TIDAL BENCHMARK              |                                      |
| FI = FIRE HYDRANT                    |                                   | TMH = TELEPHONE MANHOLE            |                                      |



FOOD  
RETAIL  
CONTINUED ON

504 ANGELA  
FOOD  
PARKING

FOOD  
GUEST HOUSE  
PARKING  
FIRE STATION



CONTINUED ON PAGE NO. 25

CONTINUED ON PAGE NO. 23

CONTINUED ON PAGE NO. 27

EXISTING USES

SCALE: 1" = 50'  
DRAWN BY F.J. NOEL  
1988

UPDATED FEBRUARY 1998

# Site Plans



PROJECT DATA.

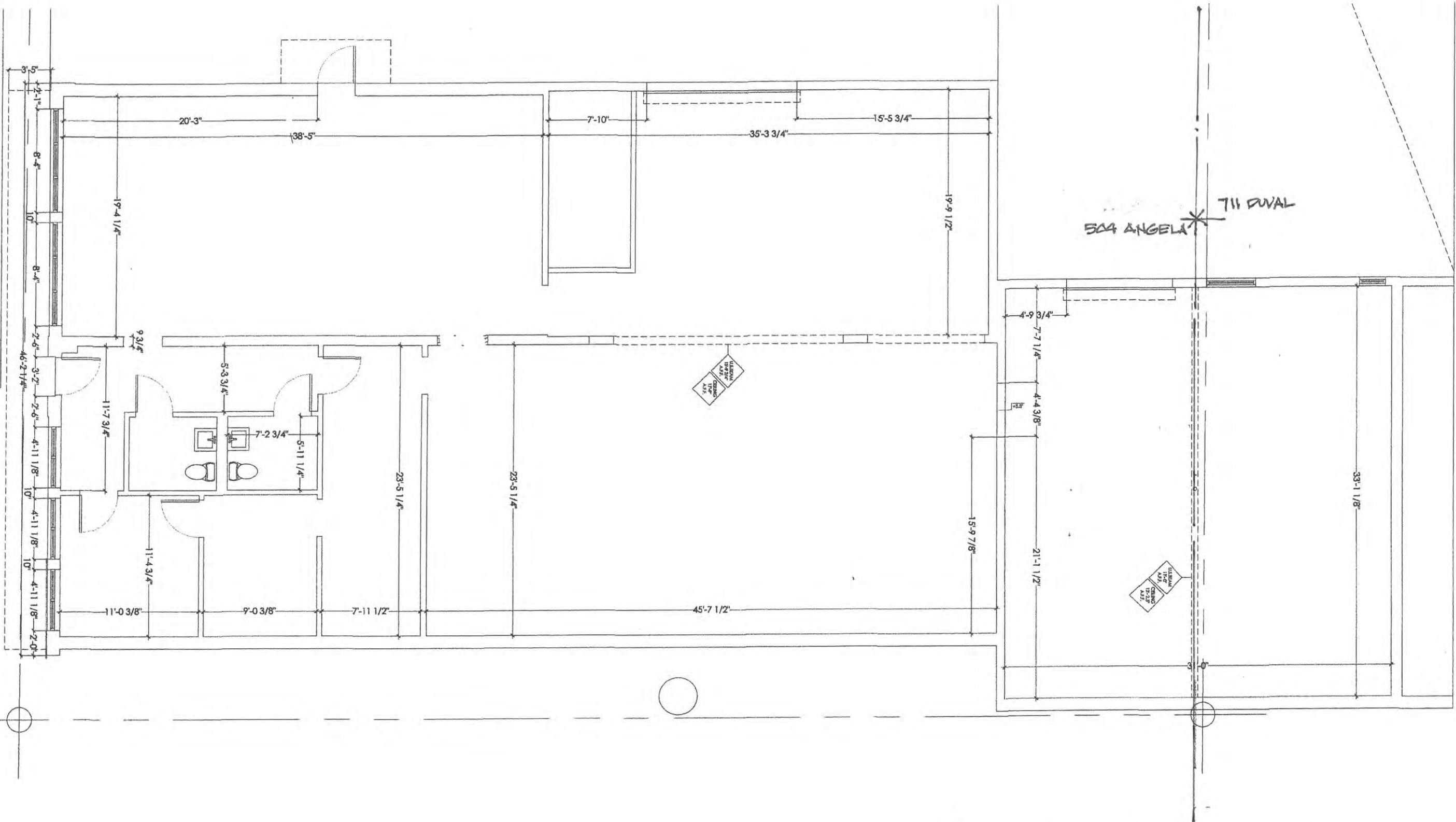
REAL ESTATE # 00015720-000000 BUILDING  
 # 00015730-000000 PARKING

SETBACKS	REQ'D	EXISTING
FRONT	0	1.3'
SIDE	2.5	⊖ (EAST) 5'-0" (WEST)
REAR	10	⊖

LOT SIZE	50x90 PWDG ; 50x95 P46.	
BUILDING COVERAGE	100%	
FLOOR AREA	100%	100% 3930
BUILDING HEIGHT	35'-0"	± 19'-0"
IMPERVIOUS AREA	70%	100%

PLANNING DATA

APPLICANT	MICHAEL B. WIERAM
OWNER	MIRADOR DEL MAR LLC.
ZONING	HRCC-1
SITE SIZE (PER APPRAISER)	4733 + 4638 = 9,371
AREA (ADDITIONAL)	⊖
FAR	.42
PARKING	8 EXISTING + 2 NEW = 10
PROPOSED BAR SEATS	49
CONSUMPTION AREA	905#
OPEN	⊖
IMPERVIOUS	100%



504 ANGELA \* 711 DUAL


 1 EXISTING FLOOR PLAN  
 SCALE: 1/4" = 1'-0"
 
 GRAPHIC SCALE: 1" = 1'-0"

504  
ANGELA  
STREET

M.B. INGRA  
MAR. 01, 20

AE 2.

PLOT: 3/15/16

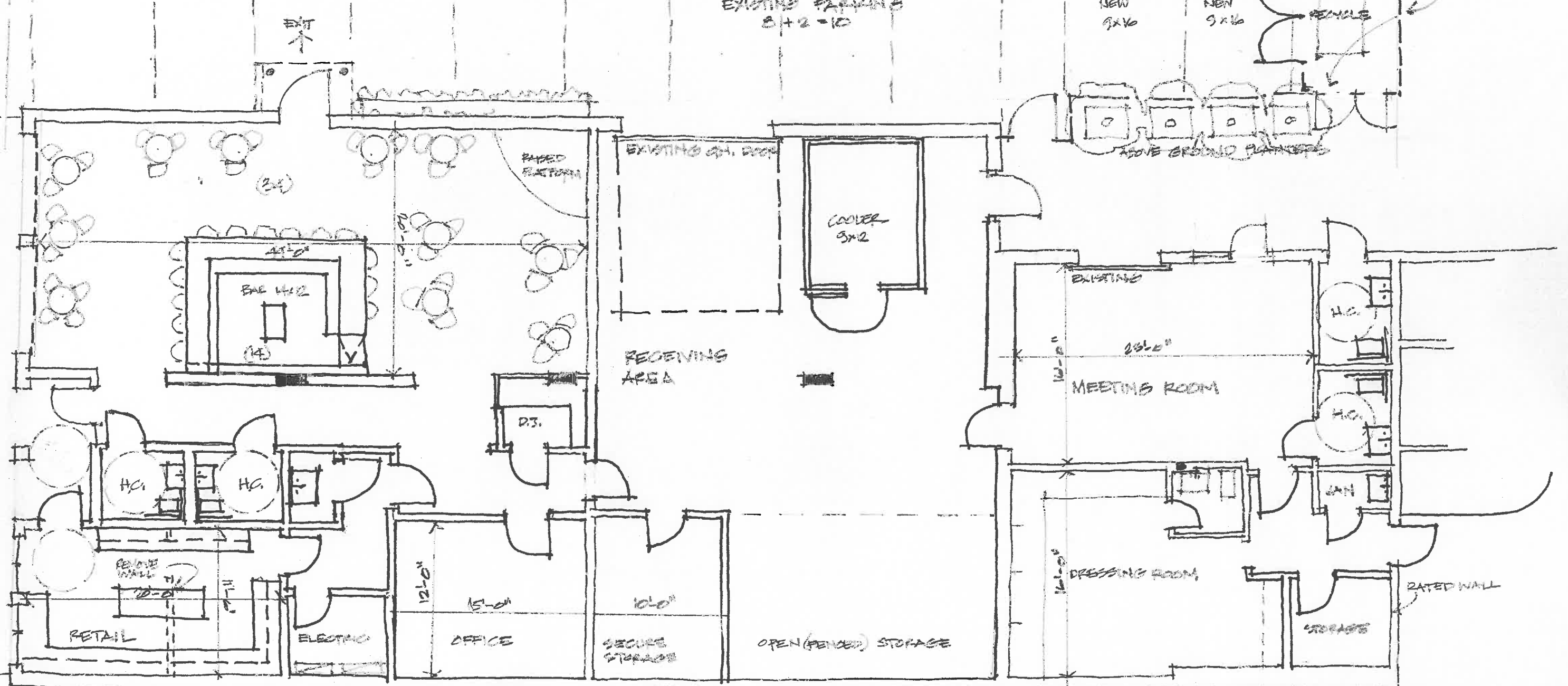
CALCULATION:

44'0" = 880

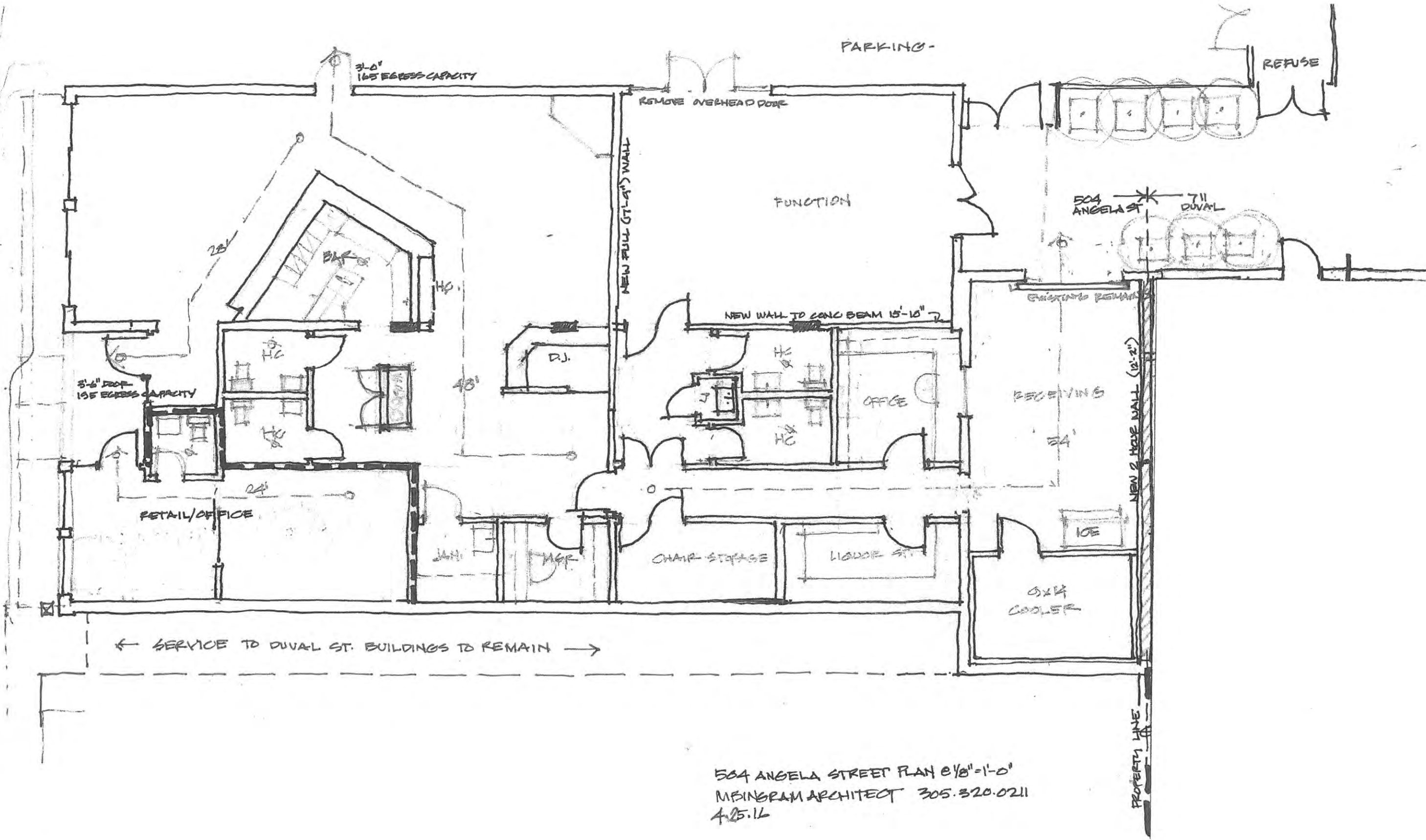
BAR WORK - 120  
STAGE - 25

TOTAL CONSUMPTION AREA

135 SF ÷ 15 = 45 OCCUPANCY

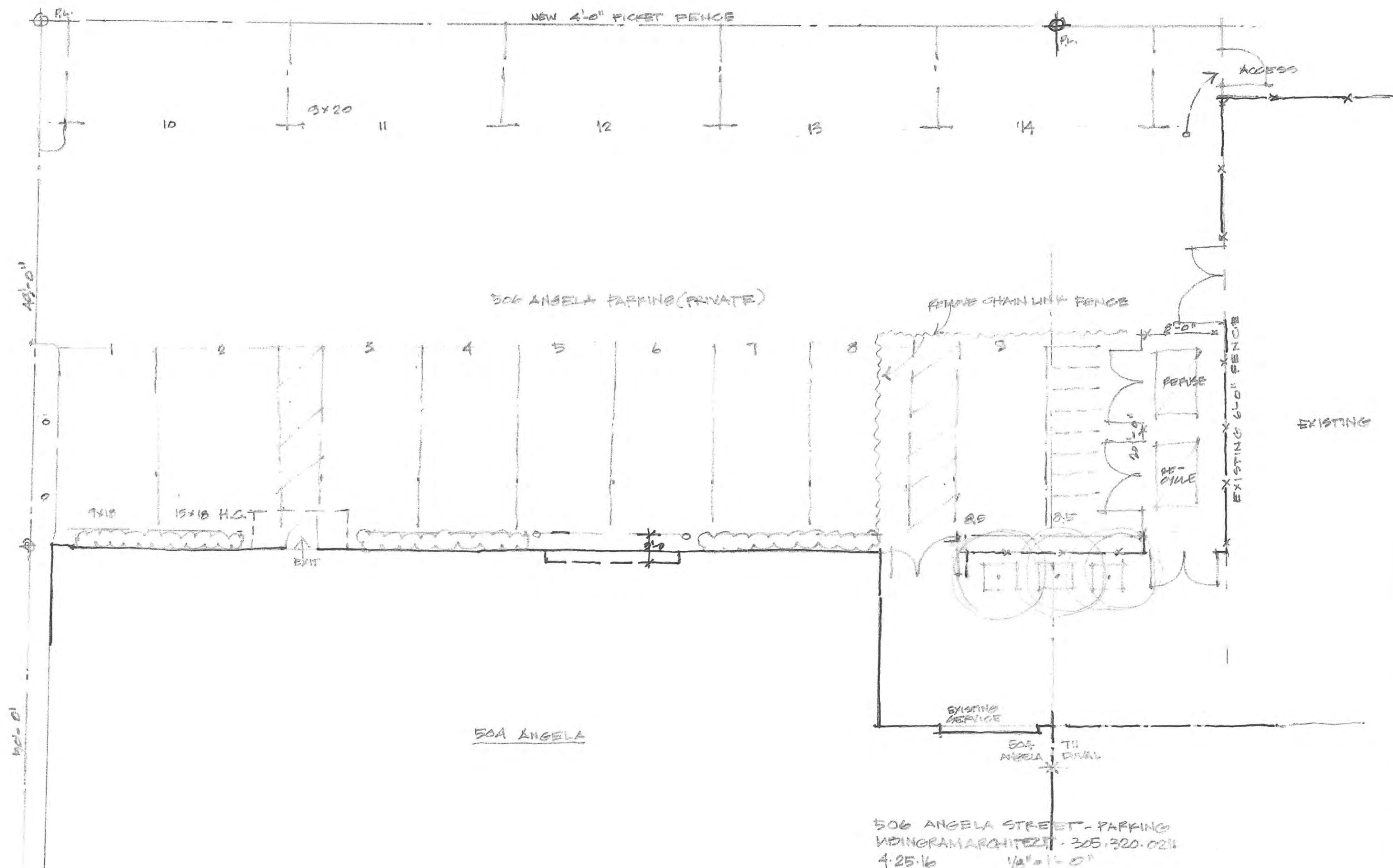


504 ANGELA STREET - PROPOSED



504 ANGELA STREET PLAN @ 1/8" = 1'-0"  
 MEINBRAM ARCHITECT 305.320.0211  
 4.25.16

PROPERTY LINE



NEW 4'-0" PICKET FENCE

3x20

10

11

12

13

14

ACCESS

506 ANGELA PARKING (PRIVATE)

REMOVE CHAIN LINK FENCE

REMOVE

REMOVE

EXISTING

EXISTING 6'-0" FENCE

7x18

15x18 H.C.T

EXIT

8'-0"

8'-5"

8'-5"

EXISTING SERVICE

506 ANGELA

TII DRIVE

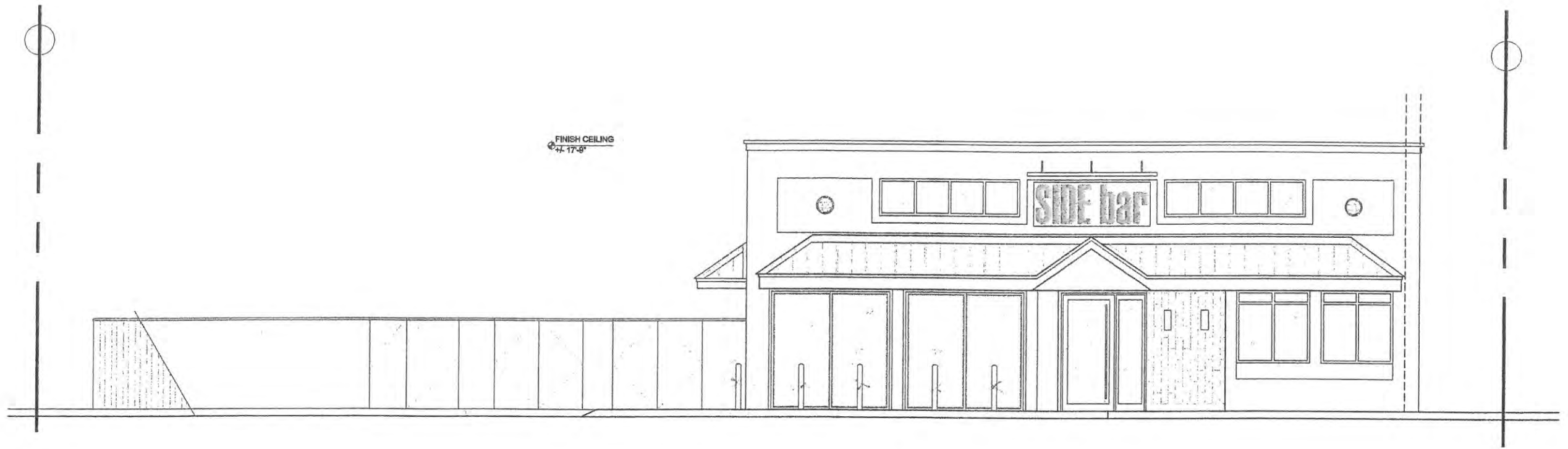
50A ANGELA

506 ANGELA STREET - PARKING  
 WINGRAM ARCHITECT • 305.320.0211  
 4.25.16 1/8" = 1'-0"

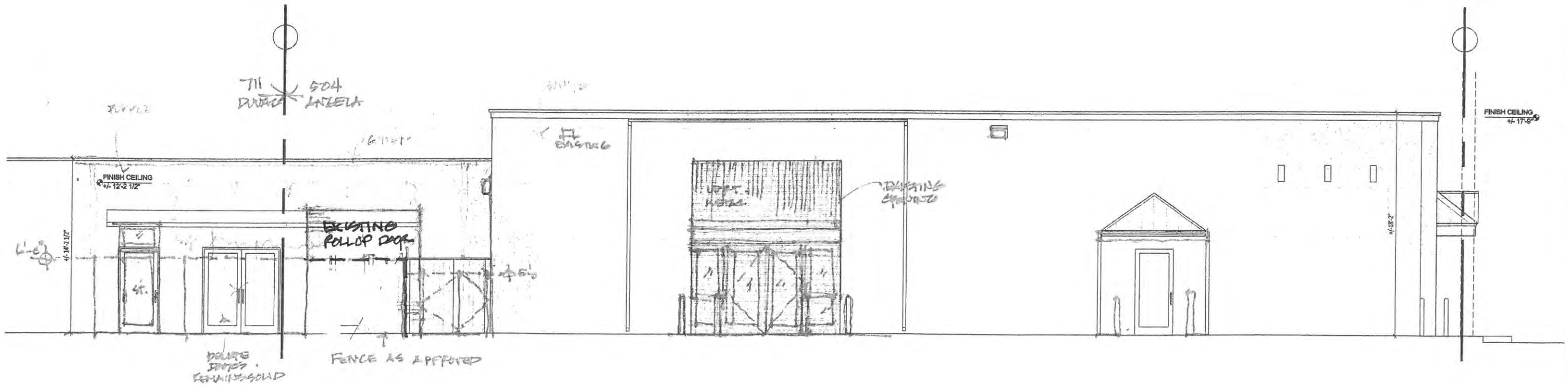
49'-0"

49'-0"





1 PROPOSED ANGELA STREET ELEVATION  
 SCALE: 1/4" = 1'-0" GRAPHIC SCALE: 1/4" = 1'-0"



2 PROPOSED ELEVATION AT PARKING  
 SCALE: 1/4" = 1'-0" GRAPHIC SCALE: 1/4" = 1'-0"

4.20.16 REVISION  
 4.25.16

# **Site Photos**



Google earth







Google earth







**CONSOLIDATED  
ELECTRIC SUPPLY**

ca. 1959



# Google Maps 506 Angela St



Image capture: May 2015 © 2016 Google

Key West, Florida

Street View - May 2015



Google Maps 504 Angela St



Image capture: May 2015 © 2016 Google

Key West, Florida

Street View - May 2015



# **Additional Information**



Doc# 1952732 10/03/2013 2:39PM  
Filed & Recorded in Official Records of  
MONROE COUNTY AMY HEAVILIN

This instrument was prepared by  
and should be returned to:

Michael S. Provenza, Esquire  
Lowndes, Drossick, Doster, Kantor  
& Reed, P.A.  
Post Office Box 2809  
Orlando, FL 32802-2809

10/03/2013 2:39PM  
INTANGIBLE TAX CL: Krys \$400.00  
MORTGAGE DOC STAMP CL: \$700.00

Doc# 1952732  
Bk# 2652 Pgt 2249

### ASSIGNMENT AND ASSUMPTION OF LEASE

KNOW ALL MEN BY THESE PRESENTS that SOUTHERN ELECTRIC SUPPLY COMPANY, INC., a Delaware corporation, as successor-by-merger to WGI Properties, Inc., a Delaware corporation, having an address of 14951 Dallas Parkway, Dallas, Texas 75240 (the "Assignor"), in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations paid to it by MIRADOR DEL MAR, LLC, a New Mexico limited liability company, having an address of 512 Angela Street, Key West, FL 33040 (the "Assignee"), the receipt and sufficiency of which are hereby acknowledged, does hereby and herewith assign, transfer, and convey under the said Assignee all of the Assignor's right, title, and interest in and to that certain 99 Year Lease dated the 23<sup>rd</sup> day of April, 1953, originally by and between ANTONIO DARIO PEREZ and ROSA LEE PEREZ as Lessors, and SEYMOUR RUBIN, joined by his wife, ALICE RUBIN, as the Lessees, which Lease is recorded in Deed Book G-69 at Page 348 of the Public Records of Monroe County, Florida and covers the real property described on Exhibit "A" attached hereto and made a part hereof, located, situate, and being in Monroe County, Florida, together with certain buildings and improvements located thereon (the "99 Year Lease").

The 99 Year Lease has heretofore been assigned as follows: (i) by SEYMOUR RUBIN and ALICE RUBIN to EDWARD G. BANNING and BARBARA M. BANNING, his wife, by that certain Assignment and Assumption of Lease dated June 4, 1959 and recorded on June 5, 1959, in Official Records Book 115 at Page 163 of the Public Records of Monroe County, Florida; (ii) by BARBARA M. BANNING, a widow, to CENTRAL BANK AND TRUST COMPANY of Miami, Florida, a Florida banking corporation by that certain Assignment and Assumption of Lease dated December 27, 1973, and recorded in Official Records Book 563 at Page 577 of the Public Records of Monroe County, Florida; and (iii) by NCNB NATIONAL BANK OF FLORIDA, successor-by-merger with Pan American Bank, N.A., successor-by-merger with Central Bank and Trust Company to WGI PROPERTIES, INC., a Delaware Corporation by that certain Assignment and Assumption of Lease dated December 9, 1986 and recorded in Official Records Book 995 at Page 2168 of the Public Records of Monroe County, Florida.

SUBJECT TO, as to a portion of the premises, that certain Sublease Agreement with FARRINGTON GALLERIES, INC. recorded on January 27, 1983 in Official Records Book 873, Page 1377, as modified by that certain Addendum to Sublease recorded on February 10, 1984 in Official Records Book 903, Page 287, both of the Public Records of Monroe County, Florida, as assigned to FEG CO-TENANTS, a Florida general partnership, and that certain Sub-

Sublease entered into or to be entered into between FEG CO-TENANTS and AQUA KEY WEST, LLC.

TO HAVE AND TO HOLD the 99 Year Lease unto the Assignee, its heirs, successors, and assigns, from the 30<sup>th</sup> day of September, 2013, for all the entire term of the 99 Year Lease remaining from and after said date, together with all of the rents, issues, and profits arising therefrom, and all of the terms, conditions, recitals, and provisions contained therein.

AND the Assignee, for itself, its heirs, successors, and assigns, does hereby and herewith assume and accept all of the terms and covenants in the 99 Year Lease to be kept and performed by the Lessee and agrees to make all payments required to be made thereunder and to abide by and perform all the terms, covenants, and conditions of said Lease.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in manner and form sufficient to bind them as of the 1<sup>st</sup> day of October, 2013.

Signed, sealed and delivered  
in the presence of:

[Signature]  
Name: Frank A. Sullivan

[Signature]  
Name: BRENDA LEVITE

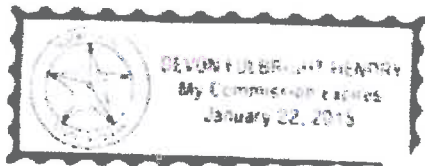
SOUTHERN ELECTRIC SUPPLY  
COMPANY, INC., a Delaware corporation

By: [Signature]  
Name: TIM BEVINS  
Title: VP Finance

STATE OF Texas  
COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of October, 2013, by Tim Bevins as CFO of SOUTHERN ELECTRIC SUPPLY COMPANY, INC., a Delaware corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



[Signature]  
Signature of Notary Public  
Devon Fulbright Hendry  
Typed or Printed Name of Notary  
Commission No.: D/A  
My Commission Expires: 1/22/2015

Signed, sealed and delivered  
in the presence of:

MIRADOR DEL MAR, LLC, a New Mexico  
limited liability company

[Signature]  
Name: Christina Gaertner

By: [Signature]  
Name: Sam G Dickson  
Title: Manager

[Signature]  
Name: SUSAN VITKOWSKY

STATE OF FL  
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of September, 2013, by Sam Dickson as Manager of MIRADOR DEL MAR, LLC, a New Mexico limited liability company, on behalf of the company. He/she is personally known to me or has produced FL DL as identification.

(NOTARY SEAL)

[Signature]  
Signature of Notary Public



Typed or Printed Name of Notary \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

240



EXHIBIT "A"  
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Monroe,  
STATE OF FL, AND IS DESCRIBED AS FOLLOWS:

On the Island of Key West and known on WILLIAM A. WHITEHEAD'S MAP delineated in February, A.D. 1829, as part of Lot 2 of Square 2 of Tract 4, described by metes and bounds as follows:

Commencing at a point on the Northeast side of Duval Street distant 94 feet, 8 inches Southeasterly from the corner of Duval and Angela Streets, and running thence along Duval Street in a Southeasterly direction 42 feet, 4 inches; thence at right angles in a Northeasterly direction 135 feet; thence right at right angles in a Northwesterly direction 42 feet, 4 inches; thence at right angles in a Southwesterly direction 135 feet to the point of beginning on Duval Street.

Also,

On the Island of Key West and known on WILLIAM A. WHITEHEAD'S MAP of said Island delineated in February, A.D. 1829, as a part of Tract 4, but now better known as a part of Lot 2 in Square 2 of Simonton and Wall's Addition to the City of Key West; commencing at a point on Angela Street distant 50 feet from the corner of Angela and Duval Streets, and running thence along Angela Street in a Northeasterly direction 50 feet; thence at right angles in a Southeasterly direction 94 feet and 8 inches; thence at right angles in a Southwesterly direction 50 feet; thence at right angles in a Northwesterly direction 94 feet and 8 inches to the place of beginning.

Also,

On the Island of Key West and known on WILLIAM A. WHITEHEAD'S MAP of said Island, delineated in February, A.D., 1829, as a part of Tract 4 but now better known as a part of Lot 2 in Square 2 according to Simonton and Wall's Addition to the City of Key West; Commencing at a point on Angela Street, distant 100 feet from the corner of Angela and Duval Streets, and running thence along Angela Street in a Northeasterly direction 49 feet; thence at right angles in a Southeasterly direction 94 feet and 8 inches; thence at right angles in a Southwesterly direction Forty-nine (49) feet; thence at right angles in a Northwesterly direction Ninety-four (94) feet and Eight (8) inches to the place of beginning.

MONROE COUNTY  
OFFICIAL RECORDS

*SW*

**SUBLEASE AGREEMENT**

**BETWEEN**

**512 Angela LLC**

**("Landlord")**

**AND**

**Southern Electric Supply Company, Inc.  
d/b/a Rexel**

**("Tenant")**

Date: July \_\_, 2013

**TABLE OF CONTENTS**

<b>ARTICLE 1 LEASE</b> .....	1
1.1. Subject to Prime Lease: Right to Cure.....	1
1.2. Lease of Premises.....	1
<b>ARTICLE 2 TERM</b> .....	1
2.1. Term.....	1
2.2. Extension Terms.....	1
2.3. Delay in Commencement.....	1
2.4. Early Occupancy.....	1
<b>ARTICLE 3 RENT</b> .....	2
3.1. Base Monthly Rent.....	2
3.2. Taxes.....	2
<b>ARTICLE 4 USE</b> .....	2
4.1. Permitted Use.....	2
4.2. Representations of Landlord.....	2
4.3. Compliance with Laws.....	3
4.4. Right to Quiet Enjoyment.....	3
4.5. Landlord's Access.....	3
<b>ARTICLE 5 UTILITIES</b> .....	3
5.1. Payment of Utilities.....	3
5.2. Utility Failure.....	3
<b>ARTICLE 6 MAINTENANCE AND REPAIR</b> .....	3
6.1. Repair and Maintenance by Tenant.....	3
6.2. Repair and Maintenance by Landlord.....	4
6.3. Failure to Repair.....	4
<b>ARTICLE 7 ALTERATIONS</b> .....	4
7.1. Alterations by Tenant.....	4
7.2. Freedom From Liens.....	5
<b>ARTICLE 8 INSURANCE AND INDEMNITY</b> .....	5
8.1. Tenant's Insurance.....	5
8.2. Landlord's Insurance.....	5
8.3. General Insurance Requirements.....	5
8.4. Indemnification.....	6
8.5. Waiver of Claims.....	6
<b>ARTICLE 9 ASSIGNMENT AND SUBLETTING</b> .....	6
9.1. Restrictions.....	6
9.2. Tenant Affiliate.....	7
<b>ARTICLE 10 CASUALTY AND CONDEMNATION</b> .....	7
10.1. Casualty.....	7
10.2. Condemnation.....	7
<b>ARTICLE 11 DEFAULT AND REMEDIES</b> .....	8
11.1. Events of Default.....	8
11.1.1. Failure to Pay.....	8
11.1.2. Failure to Perform.....	8
11.1.3. Other Defaults.....	8
11.2. Landlord's Remedies.....	8
11.2.1. Termination of Sublease.....	9
11.2.2. Termination of Possession.....	9
11.2.3. Perform on Behalf of Tenant.....	9

11.3.	Limitation on Landlord's Liability.....	9
11.4.	Waiver of Liens.....	9
<b>ARTICLE 12 HOLDING OVER; SURRENDER OF PREMISES.....</b>		<b>10</b>
12.1.	Holding Over.....	10
12.2.	Condition of Premises Upon Surrender.....	10
<b>ARTICLE 13 SUBORDINATION AND ESTOPPEL.....</b>		<b>10</b>
13.1.	Subordination and Non-Disturbance.....	10
13.2.	Estoppel Certificates.....	10
<b>ARTICLE 14 HAZARDOUS MATERIALS.....</b>		<b>11</b>
14.1.	Compliance with Laws.....	11
14.2.	Right to Terminate.....	11
14.3.	Hazardous Materials Indemnity.....	11
14.4.	Survival/Tenant's Obligations.....	11
<b>ARTICLE 15 MISCELLANEOUS.....</b>		<b>11</b>
15.1.	Governing Law.....	11
15.2.	Waivers.....	12
15.3.	Defined Terms.....	12
15.4.	Successors and Assigns.....	12
15.5.	Severability.....	12
15.6.	Notices.....	12
15.7.	Brokers.....	12
15.8.	No Partnership.....	12
15.9.	Execution in Counterparts; Delivery by Facsimile.....	13
15.10.	Entire Agreement.....	13



### BASIC SUBLEASE INFORMATION

- A Sublease Date: July, 2013
- B Landlord: 512 Angela LLC
- C Landlord's Address: 512 Angela Street, Key West, FL 33040
- D Tenant: Southern Electric Supply Company, Inc., d b/a Rexel
- E Tenant's Address: 14951 Dallas Parkway, Dallas, TX 75254
- F Agent: Cassidy Turley
- G Cooperating Agent: Coldwell Banker, Schmitt Real Estate Co.
- H Premises Address: The land having an address of ~~504-506 Angela Street, Key West, FL 33040~~ and all buildings and other improvements located thereon, as further described on Exhibit A.
- \*The Premises measures 4,520 square feet
- I Commencement Date: The Commencement Date of the Lease shall be the next business day following settlement of the Property.
- J Initial Sublease Term: Five (5) Years and One (1) Month, beginning on the Commencement Date (provided that if the Commencement Date is not the 1<sup>st</sup> day of a month, then the Initial Sublease Term shall be extended by the number of days remaining in the last month so that the Initial Sublease Term expires on the last day of a month).
- K Extension Terms: One (1) term of sixty (60) months at fair market value rental rate and with at least six (6) months prior written notice from Tenant to Landlord of Tenants intent to renew.
- L Rent:
- | <u>Period</u> | <u>Rate</u> |
|---------------|-------------|
| Month 1       | \$0.00      |
| Months 2-13   | \$5,500.00  |
| Months 14-25  | \$5,665.00  |
| Months 26-37  | \$5,834.95  |
| Months 38-49  | \$6,009.95  |
| Months 50-61  | \$6,190.29  |
- \* Note: This is a NNN Sublease and Tenant shall be responsible for taxes, insurance, and CAM pass throughs to Landlord.
- M Permitted Use: Warehouse and industrial use, sales, and related general office.

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#### Sublease Agreement - Basic Lease Information

[Approved: Rexel Legal 11/11/03]

0161015 1572671504400v2

Lease Single Tenant Agreement

## GENERAL SUBLEASE PROVISIONS

### ARTICLE 1

#### LEASE

**1.1. Subject to Prime Lease; Right to Cure.** Landlord and Tenant hereby acknowledge that this Sublease is made subject to that certain Lease originally dated April 23, 1953 and recorded at Official Records Book 69, Page 348, Public Records of Monroe County, Florida (the "Prime Lease"), and presently between the Rosa Lee Perez Declaration of Trust Dated December 8, 1997 ("Prime Landlord") and Landlord, the terms of which are incorporated herein by reference. Landlord hereby agrees not to amend or modify in any way that will materially affect Tenant's rights under this Sublease without first obtaining the prior written consent of Tenant. Notwithstanding anything to the contrary contained herein, Landlord shall promptly notify Tenant of any default or alleged default under the Prime Lease, and Tenant, at its option, shall have the right, but not the obligation, to cure any such default under the Prime Lease and, if said default or alleged default has occurred due to the act(s) or omission(s) of Landlord, to deduct the reasonable costs of said cure from the Rent due hereunder.

#### **1.2. Lease of Premises**

Landlord hereby leases the Premises to Tenant for the Term (defined in Section 2.1), subject to and upon all of the terms, covenants, and agreements set forth herein.

### ARTICLE 2

#### TERM

#### **2.1. Term**

The term of this Sublease (the "Term") shall commence on the Commencement Date and shall expire on the last day of the Initial Sublease Term, unless one or more Extension Terms are exercised, in which case this Sublease shall expire on the last day of last exercised Extension Term; provided that this Sublease may be sooner terminated as set forth herein.

#### **2.2. Extension Terms**

Tenant may extend the term of this Sublease beyond the Initial Term for the number of Extension Terms stated in Paragraph K of the Basic Lease Information, provided that (a) at least 120 days prior to the scheduled expiration of the Initial Term or any then-current Extension Term, Tenant notifies Landlord in writing (an "Extension Notice") of its intention to extend the term of this Sublease and (b) on the date of the Extension Notice, no Event of Default (defined in Section 11.1) is then continuing. Each extension of this Sublease shall be on the same terms and conditions contained in this Sublease.

#### **2.3. Delay in Commencement**

If Landlord does not deliver possession of the Premises to Tenant within 30 days the Commencement Date, Tenant shall have the right (but shall not be obligated) to cancel this Sublease by giving written notice to Landlord. If Tenant gives such notice, the Sublease shall be cancelled and neither Landlord nor Tenant shall have any further obligations to the other.

#### **2.4. Early Occupancy**

Tenant may enter the Premises prior to the Commencement Date for the purpose of installing merchandise, fixtures, equipment, inventories, and personal property. Any such entry for the purposes described above shall be subject to the provisions of this Sublease, except that Tenant shall not be obligated to pay Rent.

## ARTICLE 3

### RENT

#### **3.1. Base Monthly Rent**

Rent shall be payable, in advance, commencing on the Commencement Date and continuing on the first day of each calendar month of the Term thereafter, without demand, deduction, or offset, except as expressly set forth herein. Rent will be prorated on a daily basis for the first month if the Commencement Date is not on the first day of a calendar month. All Rent shall be payable to Landlord in lawful money of the United States of America at Landlord's Address.

#### **3.2. Taxes**

As soon as Landlord receives a tax bill for the Premises, Landlord shall deliver such tax bill to Tenant. Tenant shall pay, prior to delinquency, Taxes in connection with the Premises. "Taxes" means all real estate taxes and assessments imposed by any authority having the power to tax levied against the Premises, but excluding Landlord's federal or state income, franchise, inheritance or estate taxes. To the extent there are any abatements, refunds and/or reimbursements attributable to the period when Tenant was in possession of the Premises, Tenant shall have the benefit of such tax abatements, refunds and/or reimbursements. Tenant shall pay prior to delinquency all taxes charged against all fixtures and personal property belonging to Tenant. Landlord shall deliver to Tenant copies of all notices of proposed increases in assessments or proposed revaluation of any property that is included in the calculation of Taxes in time to permit Tenant to contest such proposed increases or revaluation. If Landlord shall fail or refuse, on request of Tenant, to take any necessary steps to contest the validity or amount of the assessed valuation or real estate taxes for any real estate tax year, Tenant may undertake, by appropriate proceedings in the name of Landlord or Tenant, to contest the same. Within a reasonable time after demand therefor, Landlord shall execute and deliver to Tenant any documents and other information required to enable Tenant to prosecute any such proceeding, and Landlord shall provide Tenant, in time to permit Tenant to undertake such contest, with all pertinent data required therefor.

## ARTICLE 4

### USE

#### **4.1. Permitted Use**

The Premises may be used for the purposes set forth in Section M of the Basic Lease Information, but for no other purpose. Tenant shall have the right to erect and maintain signs as permitted by applicable laws in, on, or about the Premises and on the exterior walls and fascia of the Premises.

#### **4.2. Representations of Landlord**

Landlord and Tenant hereby represent and warrant each to the other that (a) after the closing Landlord will be the fee simple owner of the Prime Lease and will have the right to lease the Premises on the terms and conditions set forth in this Sublease, (b) that Landlord and Tenant have no personal knowledge of any

noncompliance with any laws, ordinances, codes, rules and regulations covering the Premises, and (c) that neither Landlord nor Tenant has any knowledge of any governmental restriction, environmental condition or hazard, or physical condition of the Premises or any other matter which would render the Premises unfit for Tenant's intended purpose. These representations are a material inducement for Landlord and Tenant to agree to enter into this Sublease.

#### **4.3. Compliance with Laws**

Tenant shall comply with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated relating to the operation of Tenant's business on the Premises.

#### **4.4. Right to Quiet Enjoyment**

If Tenant timely pays all rent and other sums due to Landlord and performs and observes all of the terms and conditions herein contained to be performed or observed by Tenant, Tenant shall have the quiet possession of the Premises during the full term of this Sublease.

#### **4.5. Landlord's Access**

Landlord and its authorized representatives have the right to enter the Premises during Tenant's regular business hours upon 24 hours prior written notice (except in the case of an emergency, when no such notice shall be required) for the purpose of (a) determining whether the Premises is in good condition and whether Tenant is complying with its obligations arising under the terms of this Sublease and (b) performing any maintenance or repairs for which Landlord is responsible under the terms of this Sublease.

### **ARTICLE 5**

#### **UTILITIES**

##### **5.1. Payment of Utilities**

Tenant shall pay, when due, all bills for gas, electricity, water, telephone service, and other utilities used on the Premises during the Term directly to the appropriate utility.

##### **5.2. Utility Failure**

In the event of the unavailability of gas, electricity, water, or telephone service due to the negligence or fault of Landlord which substantially impairs Tenant's ability to use the Premises and to conduct its business therefrom, the Rent and all other charges under this Sublease shall abate from the date of such interruption until the restoration of services at a level satisfactory to permit Tenant to conduct its business from the Premises. In the event any interruption shall continue for thirty consecutive days, Tenant may, at its option, within ten days after expiration of the thirtieth day, terminate this Sublease by written notice to Landlord.

### **ARTICLE 6**

#### **MAINTENANCE AND REPAIR**

##### **6.1. Repair and Maintenance by Tenant**



During the Sublease Term, Tenant shall, at its sole cost and expense, keep and maintain the Premises in good order, condition and repair, except any repair obligations of the Landlord set forth in Section 6.2, and for damage caused by fire and other casualties and the negligence or fault of Landlord or its agents, employees, or contractors. Tenant's repair obligations shall include air conditioning and heating systems, ducts, pipes, and electrical wiring and conduits.

### **6.2. Repair and Maintenance by Landlord**

Landlord shall, at its sole expense, and without reimbursement by Tenant, maintain, in a good condition of maintenance and repair the roof, the exterior and load-bearing walls, the foundation, underground and concealed plumbing, and the floor slab, but excluding damage caused by the negligence, misuse or abuse by Tenant, its agents, employees or contractors, unless covered or required to be covered by insurance hereunder. Landlord shall be responsible for compliance of the Premises with all present and future laws relating to health, safety and access for the disabled and for all latent defects in the Premises. Landlord and Tenant are the Purchaser and Seller of the Premises under a pending contract for the purchase and sale thereof. Tenant now enjoys and has for some years has enjoyed the use of the Premises and conducted its business therein. By virtue of the above Tenant has superior knowledge of the condition of the Premises than Landlord. Furthermore, Tenant acknowledges that the Premises in their current "as is" condition are suitable for Tenant's use under this Sublease. Landlord shall not be required to improve the Premises beyond their present condition except as Landlord may be required to do so by prosecution brought by governmental authorities. Tenant shall be responsible for compliance of the Premises with all presently existing laws relating to health, safety and access for the disabled. Landlord shall be responsible for compliance of the Premises with all future laws relating to health, safety and access for the disabled and for all latent defects in the Premises except such latent defects which Tenant has actual notice. Furthermore, if any condition of the Premises existing prior to Tenant's occupancy thereof on the Commencement Date of this Sublease is required by applicable law to be corrected, Tenant shall be responsible for correcting such condition at its sole cost and expense, and without reimbursement by Landlord.

### **6.3. Failure to Repair**

If either party fails to perform its maintenance and repair obligations under the Sublease, the other party may perform such maintenance or repair obligation under the following circumstances. In an emergency, such party may perform the maintenance or repair obligation without notice to the other party. In all other circumstances, such party may perform the maintenance or repair obligation only if the other party fails to perform such maintenance or repair obligations after thirty days' notice. A party that performs maintenance or repair under this Section shall invoice the other party for the actual costs incurred in connection with such maintenance or repair; and if such cost is not reimbursed within thirty days after the date of such invoice, then such cost (a) in the case of costs incurred by Landlord, shall be added to the Rent due in the following month and (b) in the case of costs incurred by Tenant, shall be offset against the Rent due in the month (or months if such costs exceed the amount of Rent due in a single month) following the date such costs were incurred.

## **ARTICLE 7**

### **ALTERATIONS**

#### **7.1. Alterations by Tenant**



Tenant shall not make any alterations to the Premises without Landlord's prior written consent, which shall not be unreasonably withheld, but Tenant will have the right, without Landlord's consent, to make non-structural alterations to the interior of the Premises that do not exceed \$25,000 in any one instance. In making any alterations, Tenant shall do the following: (a) notify Landlord at least seven days prior to commencement of the alterations; and (b) comply with all applicable local, state or federal laws, regulations, codes or ordinances affecting the Alterations and the Premises.

### **7.2. Freedom From Liens**

Tenant shall keep the Premises free from any liens arising out of any work performed, material furnished or obligations incurred by Tenant, and shall indemnify, hold harmless and defend Landlord from any liens and encumbrances arising out of any work performed or materials furnished by or at the direction of Tenant.

## **ARTICLE 8**

### **INSURANCE AND INDEMNITY**

#### **8.1. Tenant's Insurance**

Tenant shall maintain in full force and effect at all times during the Term, at its own expense, policies of insurance which afford the following coverages:

- 8.1.1 Commercial general liability ("CGL") insurance with a limit for claims arising out of any one occurrence of at least \$1,000,000 and a general aggregate limit of at least \$2,000,000, covering the Premises;
- 8.1.2 Property insurance, in an amount sufficient to cover Tenant's fixtures and personal property; and
- 8.1.3 Workers' compensation, including employers' liability coverage, if required by law.

Tenant may elect to have deductibles and a self-insured retention in connection with the policies of insurance required to be maintained by Tenant under this Article. Tenant shall have the right to provide such insurance coverage pursuant to blanket policies obtained by the Tenant provided such blanket policies expressly afford coverage to the Premises and to Tenant as required by this Sublease.

#### **8.2. Landlord's Insurance**

Landlord shall maintain in full force and effect at all times during the Sublease Term, at its own expense, but subject to reimbursement by Tenant within 30 days after delivery of an invoice to Tenant and evidence that such insurance has been paid by Landlord, property insurance on a "special form" basis covering the Premises, without exclusions for loss or damage caused by tornado, vandalism, malicious mischief, water damage, or sprinkler leakage, and with a deductible or self-insured retention not to exceed \$25,000. Such policy shall contain the following endorsements: (i) an endorsement to provide one hundred percent replacement cost coverage, (ii) an "agreed value" endorsement.

#### **8.3. General Insurance Requirements**

. All policies obtained by Tenant or Landlord shall be maintained with insurance companies reasonably acceptable to Tenant. Each party shall deliver to the other upon request from the other, certificates of insurance evidencing the above coverage with limits not less than those specified above. All insurance required hereunder will contain endorsements that such insurance may not lapse or be amended with respect to the other party without the insurance company giving such party at least thirty days prior written notice of such cancellation or amendment. The CGL insurance policy required to be carried by Tenant hereunder shall name Landlord and its shareholders, members, partners, directors, officers, and employees (each a "Landlord Party") as additional insureds. The CGL insurance policy required to be carried by Landlord hereunder shall name Tenant and its shareholders, members, partners, directors, officers, and employees (each a "Tenant Party") as additional insureds. Each party's CGL insurance policy shall be written on a "occurrence" basis and shall contain the standard "other insurance" wording, unmodified in any way that would make the insurance provided by such policy excess over or contributory with any additional insured's own CGL insurance. "Neither party shall be required to obtain an insurance policy carrying the 30 day notice endorsement or adding the other party as a 'loss-payee' in the event that it is not reasonably possible to procure such provisions in the insurance market."

#### **8.4. Indemnification**

. Subject to Section 8.5, Tenant will indemnify and hold harmless each Landlord Party from, and shall reimburse each Landlord Party for and with respect to, any and all costs, expenses (including, without limitation, reasonable attorneys' fees), claims, demands, actions, proceedings, judgments, hearings, damages, losses and liabilities brought or asserted by or payable to any third party on account of personal injury, death, property damage or any other form of injury or damage (each a "Claim" and collectively the "Claims") arising out of or relating to (a) any incident or event which occurs within the Premises unless caused by the negligence or fault of Landlord and (b) any breach of this Sublease by Tenant and which resulted in a Claim. Subject to Section 8.5, Landlord will indemnify and hold harmless each Tenant Party from, and shall reimburse each Tenant Party for and with respect to, any and all Claims arising out of or relating to any breach of this Sublease by Landlord and which resulted in a Claim. If a third party files a lawsuit or brings any other legal action asserting a Claim against a Tenant Party or a Landlord Party and that is covered by the other party's indemnity, then such party, upon notice from the indemnified party, shall resist and defend such Claim through counsel reasonably satisfactory to the indemnified party. The obligations under this subsection shall survive the termination of this Sublease.

#### **8.5. Waiver of Claims**

. Landlord and Tenant each hereby waive any rights and claims that it may have against the other for any loss or damage occasioned to the Premises or their respective property arising from any risk covered or required to be covered by the insurance required to be carried hereunder, EVEN IF SUCH LOSS OR DAMAGE IS CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTY OR THE RELEASED PARTY'S DIRECTORS, EMPLOYEES, OFFICERS, AGENTS, OR INVITEES AND EVEN IF THE RELEASED PARTY WOULD BE STRICTLY LIABLE FOR SUCH LOSS OR DAMAGE UNDER APPLICABLE LAW.

### **ARTICLE 9**

#### **ASSIGNMENT AND SUBLETTING**

##### **9.1. Restrictions**

Tenant may not assign this Sublease or sublet the Premises without the prior written consent of Landlord; provided, however, that Landlord shall not unreasonably withhold its consent to any subletting or assignment if (a) Tenant delivers a copy of the proposed sublease or assignment to Landlord and (b) the subtenant or assignee assumes in writing the performance and observance of all of the terms, covenants, and conditions of this Sublease; it being understood that in any case, Tenant shall continue to be liable to Landlord for the payment of all Rent and other charges due under this Sublease for the remainder of the then-current Term. If Landlord does not respond to Tenant's request to assign this Sublease or sublet the Premises within 30 days of its presentment, such request shall be deemed to have been approved by Landlord.

#### **9.2. Tenant Affiliate**

Notwithstanding the provisions of Section 9.1 above, Tenant may assign this Sublease or sublease the Premises, with notice to Landlord but without Landlord's consent, to any corporation or partnership which controls, is controlled by or is under common control with Tenant, or to any corporation or partnership resulting from the merger of or consolidation with Tenant ("Tenant's Affiliate"). In such case, any Tenant's Affiliate shall assume in writing all of Tenant's obligations under this Sublease, and Tenant shall be relieved of its obligations hereunder.

### **ARTICLE 10**

#### **CASUALTY AND CONDEMNATION**

##### **10.1. Casualty**

In the event (a) the Premises is totally destroyed by fire or other casualty, (b) the Premises is so damaged or destroyed by fire or other casualty that restoration cannot be completed within 180 days from the date of the casualty, (c) the Premises is damaged in excess of 50% of the replacement cost during the last 18 months of the then-current term, or (d) the damage to the Premises is material and the result of an uninsured casualty, then Tenant or Landlord shall have the right, at such party's option, to terminate this Sublease upon written notice of such termination to the other Party within thirty days of the date of the casualty. The term "uninsured" casualty shall refer to a casualty that would not be ordinarily covered under the customary and usual insurance policy written and issued in the geographic area and not to situations where a party failed to carry insurance coverage required to be carried by this Sublease. If neither party elects to terminate, then Landlord shall within 30 days after the date of written notice of the casualty from Tenant, commence restoration of the Premises and diligently pursue such work to completion. If neither party has elected to terminate and Landlord for any reason fails to commence the Restoration Work within 30 days after the date of written notice from Tenant of the casualty, or commences within such time period but fails to complete the restoration of the Premises within 180 days after such commencement, then Tenant shall have the right, but not the obligation, to terminate this Sublease upon thirty days written notice to Landlord. If the Premises is destroyed or damaged and neither party elects to terminate this Sublease pursuant to the term of this Section 10.1, Rent payable during the period of such damage, repair, and/or restoration shall be proportionately reduced, based upon the percentage of the Premises which is destroyed or damaged.

##### **10.2. Condemnation**

If the entire Premises shall be taken for any public or quasi-public use by eminent domain or by deed in lieu thereof (a "Taking"), this Sublease shall terminate as of the date of the Taking and Rent and all other charges for the unexpired Term of the Sublease shall be abated in full. If a portion, but not all, of



the Premises shall be subject to a Taking and such partial Taking shall render the remainder unsuitable for the continued operation of Tenant's business, in Tenant's reasonable judgment, then Tenant may terminate this Sublease effective as of the date of the Taking and the Rent for the unexpired Term of the Sublease shall be abated in full. Landlord shall notify Tenant within ten days of receipt of any notice of a Taking and provide such information regarding the Taking to enable Tenant to evaluate its effect. Tenant shall notify Landlord within 30 days of such notice from Landlord if Tenant elects to terminate the Sublease on account of a partial Taking. If Tenant does not elect to terminate the Sublease, Rent shall be adjusted from the date of the Taking as is fair and reasonable under the circumstances during the remainder of the Term and Landlord shall restore the remainder of the Premises at its expense as necessary to render it suitable for Tenant's use. All condemnation awards made with respect to Landlord's interest in the Premises will be the exclusive property of Landlord, but Tenant reserves the right to bring an action in its own name for its loss of business and leasehold interest as well as any other damages that Tenant may recover as a result of any condemnation action.

## ARTICLE 11

### DEFAULT AND REMEDIES

#### **11.1. Events of Default**

The occurrence of any of the following shall constitute an "Event of Default" hereunder:

##### **11.1.1. Failure to Pay**

- Tenant fails to pay Rent or any other charge required to be paid by Tenant within ten days after written notice from Landlord; provided that Tenant shall only be entitled to two such notices in any consecutive twelve month period; or

##### **11.1.2. Failure to Perform**

- Tenant fails to perform any of Tenant's nonmonetary obligations under this Sublease for a period of thirty days after written notice from Landlord; provided that if more time is required to complete such performance, Tenant shall not be in default if Tenant commences such performance within the thirty day period and thereafter diligently pursues its completion; or

##### **11.1.3. Other Defaults**

- (i) Tenant makes a general assignment or general arrangement for the benefit of creditors; (ii) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Tenant and is not dismissed within sixty days; (iii) a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Sublease and possession is not restored to Tenant within sixty days; or (iv) substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Sublease is subjected to attachment, execution or other judicial seizure which is not discharged within sixty days.

#### **11.2. Landlord's Remedies**

On the occurrence and during the continuance of an Event of Default, Landlord may exercise the rights set forth below.

### **11.2.1. Termination of Sublease**

- Terminate the Sublease in which event Landlord shall have the right to re-enter the Premises and, if Tenant fails to surrender and deliver the Premises, then Landlord shall have the right to dispossess Tenant and any occupants thereof by summary proceedings upon ten days prior written notice without prejudice to any other remedy which Landlord may have, including a suit for possession or arrearages in Rent. Upon the termination of this Sublease, Landlord will be entitled to recover all unpaid rents that have accrued through the date of termination plus the costs of performing any of Tenant's obligations (other than the payment of rent) that should have been but were not satisfied as of the date of such termination. In addition, Landlord will be entitled to recover, not as rent or a penalty but as compensation for Landlord's loss of the benefit of its bargain with Tenant, the difference between (i) an amount equal to the present value of the rent and other sums that this Sublease provides Tenant will pay for the remainder of the then-current Term, and (ii) the present value of the net future rents for such period that will be or with reasonable efforts could be collected by Landlord by reletting the Premises.

### **11.2.2. Termination of Possession**

- Terminate Tenant's right to possession without terminating the Sublease, in which event Landlord shall have the right to re-enter the Premises and, if Tenant fails to surrender and deliver the Premises, then Landlord shall have the right to dispossess Tenant and any occupants thereof by summary proceedings upon ten days prior written notice without prejudice to any other remedy which Landlord may have. If Landlord enters and takes possession of the Premises without electing to cause a termination of this Sublease, Landlord will use reasonable efforts to relet the Premises, but only on such terms as Landlord deems advisable. Landlord may retain the excess, if any, of the rent earned from reletting the Premises over the rents specified in this Sublease. No re-entry or reletting of the Premises will be construed as an election by Landlord to terminate or accept a forfeiture of this Sublease or to accept a surrender of the Premises after an Event of Default by Tenant, unless a written notice of such intention is given by Landlord to Tenant; but notwithstanding any such action without such notice, Landlord may at any time thereafter elect to terminate this Sublease by notifying Tenant.

### **11.2.3. Perform on Behalf of Tenant**

- Perform on behalf of Tenant any obligation of Tenant under this Sublease which Tenant has failed to perform, and the cost of the performance will be deemed additional rent and will be payable by Tenant to Landlord upon demand.

### **11.3. Limitation on Landlord's Liability**

- The liability of Landlord to Tenant for any default by Landlord under the terms of this Sublease is limited to the interest of Landlord in the Premises and Tenant agrees to look solely to Landlord's interest in the Premises for recovery of any judgment from Landlord, it being intended that Landlord shall not be personally liable for any judgment or deficiency.

### **11.4. Waiver of Liens**



Landlord hereby unconditionally waives any and all statutory or contractual liens and other interests or rights granted to Landlord by or under present or future laws on any goods, merchandise, equipment, trade fixtures, inventory, furniture or other personal property of Tenant.

## ARTICLE 12

### HOLDING OVER; SURRENDER OF PREMISES

#### **12.1. Holding Over**

Should Tenant hold over after the Term, such holdover shall constitute a tenancy from month to month at a rental equal to 110% of the Rent payable for the last month of the Term of the Sublease. Either Landlord or Tenant may terminate such tenancy upon thirty days prior written notice to the other.

#### **12.2. Condition of Premises Upon Surrender**

Upon expiration or sooner termination of the Term of the Sublease, Tenant shall peaceably surrender the Premises, broom clean, in good order and condition, except for reasonable wear and tear, damage by casualty, condemnation or acts or omissions of Landlord. All leasehold improvements, including any alterations during the Term of the Sublease shall be the property of Landlord, except for goods, merchandise, equipment, trade fixtures, inventory, furniture or other personal property of Tenant, which Tenant shall have the right to remove within thirty days after the end of the Term.

## ARTICLE 13

### SUBORDINATION AND ESTOPPEL

#### **13.1. Subordination and Non-Disturbance**

This Sublease shall be subject and subordinate to any deed of trust, mortgage, or other encumbrance created after the date hereof if and only if the holder of such encumbrance executes an agreement whereby such holder agrees that Tenant will be permitted to remain in undisturbed possession, use, and enjoyment of the Premises so long as Tenant is not in default under the terms and conditions of this Sublease after expiration of applicable grace and cure periods (hereinafter called a "Nondisturbance Agreement"). Landlord shall obtain a Nondisturbance Agreement within 30 days of the date of this Sublease from each holder of any deed of trust, mortgage, or other encumbrance existing as of the date of this Sublease; provided that if Landlord does not obtain such Nondisturbance Agreement(s) within such time period, Tenant may, but shall not be obligated to, terminate this Sublease by written notice to Landlord within 60 days after the date of this Sublease.

#### **13.2. Estoppel Certificates**

Landlord and Tenant shall execute and deliver to the other, within 20 days after written request from the other party, a written estoppel certificate stating, if true, that as of the date of such certificate: (a) this Sublease is in full force and effect and has not been assigned, modified or amended (or, if it has, then specifying the dates and terms of any such assignment or amendment), (b) this Sublease constitutes the full agreement between the parties, (c) Landlord or Tenant (as applicable) is not in default under this Sublease and the other party to this Sublease is not in default to the knowledge of the party making such statement or, if such is not the case, stating the nature of the default, (d) the dates to which Rent has been paid, and (e) the Commencement Date, the expiration date, and whether any option to renew has been exercised.

## ARTICLE 14

### HAZARDOUS MATERIALS

#### **14.1. Compliance with Laws**

Tenant shall not cause any Hazardous Materials (hereinafter defined) to be brought upon, kept, or used in the Premises in a manner or for a purpose prohibited by the Environmental Laws (hereinafter defined). Landlord shall not cause any Hazardous Materials to be brought upon, kept, or used in or about the Premises in a manner or for a purpose prohibited by the Environmental Laws. Both Tenant and Landlord shall comply with all Environmental Laws in connection with their use of the Premises. "Hazardous Materials" means (a) any substance, material, or waste that is included within the definitions of "hazardous substances," "hazardous materials," "hazardous waste," "solid waste," "toxic substances," "toxic materials," "toxic waste," or words of similar import in any Environmental Law and (b) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, natural gas liquids, liquefied natural gas or synthetic gas, asbestos or asbestos-containing material, polychlorinated biphenyls, any substance that is flammable, explosive, radioactive, toxic, ignitable or corrosive, Freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical. "Environmental Laws" means all laws, statutes, ordinances, orders, permits and regulations of any federal, state, or local governmental body or authority pertaining to health or the environment.

#### **14.2. Right to Terminate**

If any Hazardous Materials are discovered in the Premises beyond amounts that require investigation, remediation, or other action under Environmental Laws, and that were not caused by Tenant, Landlord shall be required, at its sole cost and expense, to investigate and remedy such contamination in accordance with all Environmental Laws; and, if such activities require the vacation of 10% or more of the Premises for a period exceeding 90 days, Tenant may cancel this Sublease by giving 30 days' notice to Landlord, and in such event, the parties shall have no further obligations to one another hereunder other than obligations that by their terms expressly survive the termination of this Sublease.

#### **14.3. Hazardous Materials Indemnity**

Tenant shall indemnify, defend, and hold harmless each Landlord Party from and against any Claim arising out of the presence of Hazardous Materials used, generated, stored, or disposed of by Tenant. Landlord shall indemnify, defend, and hold harmless each Tenant Party from and against any Claim arising out of the presence of Hazardous Materials in, under, or about the Premises unless such presence was caused by Tenant.

#### **14.4. Survival/Tenant's Obligations**

The respective rights and obligations of Landlord and Tenant under this Article shall survive the Term.

## ARTICLE 15

### MISCELLANEOUS

#### **15.1. Governing Law**

. This Sublease shall be governed by and construed in accordance with the laws of the state in which the Premises is located and federal law applicable within such state, without regard to conflicts or choice of law.

#### **15.2. Waivers**

. No waiver by Landlord of any provision of this Sublease will be deemed a waiver of any other provision or of any subsequent breach by Tenant. Landlord's consent to or approval of any act will not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. Landlord's failure to take any action in regard to Tenant's default will not constitute a waiver of such default.

#### **15.3. Defined Terms**

. Capitalized terms used but not defined in the body of this Sublease are used as defined in the Basic Sublease Information.

#### **15.4. Successors and Assigns**

. This Sublease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and permitted assigns.

#### **15.5. Severability**

. The invalidity, illegality or unenforceability of any provision of this Sublease will not affect or impair the validity, legality and enforceability of the remaining provisions.

#### **15.6. Notices**

. Any notice or communication required or permitted in this Sublease shall be given in writing by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address shown below, or to such other address as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address set forth in the Basic Sublease Information (provided that a party may change its address for notice by giving notice to the other party as required by this Section 15.6).

#### **15.7. Brokers**

. Landlord and Tenant acknowledge that the broker(s) who procured this Sublease consist solely of the person(s) specified in the Basic Sublease Provisions. Landlord shall be solely responsible for the payment of brokerage commissions to such broker(s), and Tenant shall have no responsibility therefor unless written provision to the contrary has been made a part of this Sublease. If Tenant has dealt with any other real estate broker or agent or any other person in connection with the leasing or renting of space in the Premises, Tenant shall be solely responsible for the payment of any fee due such person, and Tenant shall indemnify, defend and hold Landlord harmless from and against any liability in respect thereto.

#### **15.8. No Partnership**

. This Sublease shall not be construed to constitute any form of partnership or joint venture between Landlord and Tenant.

**15.9. Execution in Counterparts; Delivery by Facsimile**

. To facilitate execution, this Sublease may be executed in multiple identical counterparts. It is not necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts, taken together, shall collectively constitute a single instrument. But it shall not be necessary in making proof of this Sublease to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page may be detached from one counterpart and then attached to a second counterpart with identical provisions without impairing the legal effect of the signatures on the signature page. Signing and sending a counterpart (or a signature page detached from the counterpart) by facsimile to another party will have the same legal effect as signing and delivering an original counterpart to the other party. A copy (including a copy produced by facsimile) of any signature page that has been signed by or on behalf of a party to this Sublease shall be as effective as the original signature page for the purpose of proving such party's agreement to be bound hereby.

**15.10. Entire Agreement**

. This Sublease supersedes any and all prior agreements with respect to the Premises between the parties and no oral statements, representations or prior written matter will be binding. This Sublease shall not be amended or added to in any way except by written instruments executed by both parties or their respective successors in interest.

[Signature pages follow.]

[Signature pages to Sublease Agreement dated July \_\_, 2013 between  
512 Angela LLC and Southern Electric Supply Company, Inc., d/b/a Rexel]

**LANDLORD:**

Signed, sealed and delivered in the  
presence of the following witnesses:

**512 Angela LLC**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



[Continuation of signature pages to Sublease Agreement dated July \_\_\_\_, 2013 between  
512 Angela LLC and Southern Electric Supply Company, Inc., d/b/a Rexel]

TENANT:

Signed, sealed and delivered in the  
presence of the following witnesses:

**Southern Electric Supply Company, Inc., d/b/a  
Rexel**

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Witness

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

Signed, sealed and delivered in the  
presence of the following witnesses:

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Witness

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

**Exhibit A**

**Description of Property**

[TO BE PROVIDED BY LANDLORD]

ORIGINAL

903 REC 297

338122

**ADDENDUM TO SUBLEASE AGREEMENT  
DATED JANUARY 27, 1983, BETWEEN  
CENTRAL BANK AND TRUST COMPANY  
OF MIAMI, AS TRUSTEE, UNDER LAND  
TRUST #7018-15-642, SUBLESSOR,  
AND FARRINGTON GALLERIES, INC.,  
AS SUBLESSEE**

The parties hereto acknowledge that the Sublease Agreement which has been recorded in O.R. Book 873 at page 1377 of the Public Records of Monroe County, Florida, contains an improper legal description which is the result of a mutual mistake by the parties at the time of execution of said Sublease.

THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the parties hereto hereby agree that the legal description of the subleased property contained in said Sublease Agreement is hereby modified and amended to read as follows:

A subleasehold interest terminating on September 30, 2052, in the property in Monroe County, Florida, described as - Commencing at a point on the northeast side of Duval Street distant ninety-four (94) feet eight (8) inches southeasterly from the corner of Duval and Angela Streets running thence along Duval Street in a southeasterly direction forty-two (42) feet four (4) inches; thence at right angles in northeasterly direction one hundred thirty-five (135) feet; thence at right angles in a northwesterly direction 25.67 feet; thence at right angles in a southwesterly direction 84.83 feet; thence at right angles in a northwesterly direction 16.86 feet; thence at right angles in a southwesterly direction 50.17 feet to the point or place of beginning on Duval Street, said property being on the island of Key West, Florida, shown on William A. Whithead's map delineated of February A.D. 1829, as part of Lot 2 of Square 2 of Tract 4 together with the buildings and improvements located thereon, together with reasonable means of ingress and egress from Angela Street at such point to be determined by Sublessor.

84 FEB 10 PM 3:33

PROPERTY OF MONROE COUNTY ON RECORDS OF MONROE COUNTY

IN WITNESS WHEREOF, this addendum is executed by the parties hereto as of the 2nd day of August, 1983

Attest: By (as below)

Witness:

*Jessie Lopez*  
*Richard H. Barrington*

FARRINGTON GALLERIES, INC.

*Richard H. Barrington*  
President

Attest:  
*Kathleen E. Harrington*  
Secretary

HONARD A. CAMPBELL  
ATTORNEY AT LAW

SUBLESSEE

It is hereby represented and agreed by and between the parties hereto, executing hereto as to the matters mentioned herein, that they are of the legal age and of sound mind and memory and are not under any legal disability and are fully capable of contracting and are fully aware of the contents of this instrument and of the consequences thereof and that they are entering into this instrument voluntarily and without any fraud, duress, or coercion, and that they are entering into this instrument for the purposes and with the intent and understanding that the same shall be binding and enforceable upon them and their heirs, assigns and successors and that they are not entering into this instrument for the purpose of defrauding any creditor or other person and that they are not entering into this instrument in violation of any law, statute or ordinance and that they are not entering into this instrument in violation of any public policy and that they are not entering into this instrument in violation of any law, statute or ordinance and that they are not entering into this instrument in violation of any public policy and that they are not entering into this instrument in violation of any law, statute or ordinance and that they are not entering into this instrument in violation of any public policy.

JUL 29 1983

STATE OF FLORIDA

COUNTY OF DADE

I HEREBY CERTIFY that on this 2nd day of August, 1983, before me personally appeared Salvador Ramirez, Sr. Vice President & Trust Officer; and Emily E. Seymour, Vice President, respectively CENTRAL BANK AND TRUST COMPANY OF MIAMI, FLORIDA, a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Addendum to Sublease Agreement with Farrington Galleries, Inc., and severally they acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Miami, in the County and State aforesaid, the 2nd day of August, 1983.

*[Signature]*  
 Notary Public - State of Florida  
 My Commission Expires: March 21, 1985  
 NOTARY  
 M. C.  
 S. H.

STATE OF FLORIDA

COUNTY OF MONROE

I HEREBY CERTIFY that on this 8th day of February 1984 before me personally appeared Richard S. Farrington and Nathryn E. Farrington, President and Secretary of FARRINGTON GALLERIES, INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Addendum to Sublease Agreement with Central Bank and Trust Company of Miami, Florida, and severally they acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Key West, in the County and State aforesaid, this 8th day of February, 1984.

*[Signature]*  
 Notary Public - State of Florida  
 My Commission Expires: 8/2/85



**SURRENDER, HOLDING OVER**

28. On the last day of the term of this Lease, or upon any earlier termination of this Lease, or upon any re-entry by LANDLORD upon the demised premises, TENANT shall peaceably and without notice of any sort, quit and surrender the demised premises to LANDLORD in good order, condition and repair, except for ordinary wear and tear and such damage or destruction as LANDLORD is required to repair or restore under the terms of this Lease, and TENANT shall remove all of TENANT'S property therefrom. TENANT specifically agrees that in the event TENANT retains possession and does not so quit and surrender the demised premises to LANDLORD, then TENANT shall pay to LANDLORD (i) all damages that LANDLORD may suffer on account of TENANT'S failure to so surrender and quit the demised premises, and TENANT will indemnify and save LANDLORD harmless from and against any and all claims made by succeeding tenant of the demised premises against LANDLORD on account of delay of LANDLORD in delivering possession of the demised premises to said succeeding tenant to the extent that such delay is occasioned by the failure of TENANT to so quit and surrender said premises, and (ii) rent for each month or any applicable portion of a month of such holding over at twice the amount payable for the month immediately preceding the termination of this Lease, during the time the TENANT thus remains in possession. The provisions of this paragraph do not waive any of the LANDLORD'S rights of re-entry or any other right under the terms of this Lease. If TENANT shall fail to surrender the premises as herein provided, no new tenancy shall be created and TENANT shall be guilty of unlawful detainer. No surrender of this Lease or of the premises shall be binding on the LANDLORD unless acknowledged by LANDLORD in writing.

**UTILITIES**

29. The TENANT agrees to pay for all utilities used and consumed by the TENANT.

30. The TENANT shall clean all areas contiguous to the demised premises to prevent the accumulation of trash and debris so that the surrounding area is always in a neat and clean fashion. Should the TENANT fail to clean its area surrounding the demised premises, then the LANDLORD may clean up the area and charge the TENANT for the cost of said clean-up which shall be paid the same as additional rent and afford the LANDLORD all remedies associated therewith.

**COMMON AREAS**

31. With the exception of the use of the common areas (such as the parking lot and the walkway) for walking to and from the demised premises, the TENANT, the TENANT'S employees, guests, and invitees shall not use any of the common areas surrounding the demised premises for any other purposes.

All facilities furnished by LANDLORD and designated for the general use, in common, with other occupants of the project, including TENANT, their officers, agents, employees and customers, including, but not limited to any of the following which may have been furnished by LANDLORD: parking areas, driveways, entrances and exits thereto, pedestrian sidewalks and ramps, landscaped areas, and other similar facilities, and all areas which are located within the Building and which are not leased to TENANTS shall at all times be subject to the exclusive

control and management of LANDLORD, and LANDLORD shall have the right from time to time to change the area, level, location and arrangement of such facilities; to restrict parking by TENANTS and their employees to parking areas; and to limit the numbers of parking spaces to be allocated and used by a specific TENANT, its employees, invitees or guests; and to make all rules and regulations necessary for the proper operation and maintenance of the common facilities.

### **SIGNS**

32. TENANT will not exhibit, inscribe, paint, or affix any sign, advertisement, notice or other lettering on any part of the outside of the Demised Premises or of the building of which the Demised Premises are a part, or inside the Demised Premises if visible from the outside, or the Common areas without first obtaining LANDLORD'S written approval thereof; and TENANT further agrees to maintain such sign, lettering, etc., as may be approved, in good condition and repair at all times. All signs placed in or on the Demised Premises shall comply with the "Sign Criteria" in accordance with the provisions of the plans available for review at LANDLORD'S office.

### **ADDITIONAL CONSTRUCTION**

33. LANDLORD hereby reserves the right at any time and from time to time to make alterations or additions to the Building, and to build adjoining the same; LANDLORD also reserves the right to construct other or to add to other buildings or improvements to the project, and to permit others to do so, from time to time.

### **LANDLORD'S LIABILITY**

34. Notwithstanding any provision in this Lease to the contrary, TENANT agrees that TENANT shall look solely to LANDLORD'S interest under this leasehold estate in the event of any default or breach by LANDLORD with respect to any of the terms and provisions of this Lease on the part of the LANDLORD to be performed or observed, and no other assets of LANDLORD shall be subject to levy, execution, or other judicial process or award for the satisfaction of TENANT'S claim.

35. The LANDLORD may elect to provide garbage containers and collection service on a regular basis. The containers, the number and location of which shall be designated by the LANDLORD at its sole discretion. The LANDLORD shall have no liability in connection with the garbage service. It is understood, the LANDLORD is hiring a company to provide said service and the TENANT shall look solely to that company for any claims or causes of action emanating from said garbage service. The TENANT shall pay its proportionate share of said cost within five (5) days of the receipt of a statement therefor. This proportionate share shall mean one hundred percent (100%).

### **ENTIRE AGREEMENT**

36. This Lease contains the entire agreement between the parties hereto and all previous negotiations leading hereto and it may be modified only by an agreement in writing signed and sealed by the LANDLORD and TENANT.

711 DLRA (AQLA)

**CONSENT TO SUB-SUBLEASE**

**THIS CONSENT TO SUB-SUBLEASE** is made this 9th day of September, 2013, by **SOUTHERN ELECTRIC SUPPLY COMPANY, INC.**, a Delaware corporation (hereinafter referred to as "Southern Electric").

**RECITALS:**

**WHEREAS**, on April 23, 1953, Antonio Davio Perez and Rosa Lee Perez entered into a 99-year Lease with Seymour Rubin, joined by his wife, Alice Rubin, which Lease is recorded in Deed Book G-69 at Page 348 of the Public Records of Monroe County, Florida ("Master Lease") for certain real property located in Key West, Florida as more particularly described therein (the "Master Lease Property"); and

**WHEREAS**, Seymour and Alice Rubin assigned their leasehold interest Master Lease Property on June 4, 1959, in Official Records Book 155 at Page 163 of the Public Records of Monroe County, Florida, to Edward Banning and Barbara Banning; and

**WHEREAS**, Barbara Banning, a widow, assigned her interest in the Master Lease Property to Central Bank and Trust Company as Trustee, under the provisions of that certain Land Trust Agreement No. 70-LT15-642, and not individually ("Central Bank"), on December 27, 1973, in Official Records Book 563 at Page 577, of the Public Records of Monroe County, Florida; and

**WHEREAS**, Central Bank entered into that certain Sublease Agreement with Farrington Galleries, Inc. on January 27, 1983, which was recorded at Official Records Book 873 at Page 1377 of the Public Records of Monroe County, Florida, as modified by that certain Addendum recorded at Official Records Book 993 at Page 287, and as assigned to FEG Co-Tenants ("FEG"), a Florida general partnership ("Sublease"); and

**WHEREAS**, NCNB National Bank Of Florida, successor-by-merger with Pan American Bank, N.A., successor-by-merger with Central Bank further assigned its interest in the Master Lease Property to WGI Properties, Inc., a Delaware corporation ("WGI") by that certain Assignment and Assumption of Lease dated December 9, 1986 and recorded in Official Records Book 995 at Page 2168 of the Public Records of Monroe County, Florida; and

**WHEREAS**, Southern Electric is the successor-by-merger to WGI pursuant to that certain Certificate of Merger of Wilcox & Gibbs SEB of Delaware, Inc. and WGI Properties, Inc. into Southern Electric Supply Company, Inc., dated December 21, 1994 and recorded in Official Records Book 1370, Page 278 of the Public Records of Monroe County, Florida, and is the current holder of the leasehold interest in the Master Lease Property created by the Master Lease and the current Sublessor under the Sublease; and

**WHEREAS**, Section 12 of the Sublease provides that the Subtenant may not further sublease the Sublease Property without the Sublessor's prior written consent.

**WHEREAS**, FEG is requesting Southern Electric consent to the Sub-Sublease of the property commonly referred to as 711 Duval Street, Key West, Florida and more particularly described on the attached Exhibit A ("Sublease Property") to Aqua Key West, LLC; and

**NOW THEREFORE**, Southern Electric hereby acknowledges the following:

1. The foregoing recitations of fact are true and correct and incorporated herein by this reference.
2. The undersigned has the authority to sign this Consent on behalf of Southern Electric and to fully bind such party to the terms and obligations of this Consent.
3. Southern Electric represents and warrants that: (i) it is the legal owner and holder of a leasehold interest in the Master Lease Property pursuant to the Master Lease; (ii) it has not transferred or assigned its leasehold interest in the Master Lease Property; (iii) it is the current Sublessor under the Sublease with FEG; and (iv) there exists no default of the Master Lease or Sublease or any condition that with the passage of time would be considered a default of the Master Lease or Sublease. Except as expressly stated herein, Southern Electric makes no further representations or warranties.
4. Southern Electric hereby consents to the Sub-Sublease by FEG to Aqua Key West, LLC for the Sublease Property, subject to and on the terms and conditions of the Sublease; provided, however, that nothing in this Consent shall operate to release FEG from any of its obligations under the Sublease, and/or prevent Southern Electric from enforcing all liabilities and obligations of FEG thereunder.
5. Southern Electric's consent hereunder is given on the express condition that such consent shall not be deemed a waiver or relinquishment for the future of any covenant restricting assignment or subletting under the Sublease.

**[INTENTIONALLY BLANK]**



IN WITNESS WHEREOF, I have hereunto set my hand and seal, on this 9th day of September, 2013.

Signed, Sealed, and Delivered in the presence of:

**SOUTHERN ELECTRIC SUPPLY COMPANY, Inc.**  
a Delaware corporation

[Signature]  
Signature of Witness  
TRAV A. SWISSER  
Printed Name of Witness

By: [Signature]  
Printed Name: LISA SCINTA  
Its: VP OPERATIONS

[Signature]  
Signature of Witness  
Katya Kuttner  
Printed Name of Witness

STATE OF Texas  
COUNTY OF Dallas

I HEREBY CERTIFY, that on this 9th day of Sept, 2013, before me, personally appeared Lisa Scinta, as VP Operations of SOUTHERN ELECTRIC SUPPLY COMPANY, a Delaware corporation, to me known to be the person described in and who executed the within and foregoing Consent to Sub-Sublease, or who produced \_\_\_\_\_ as identification, and acknowledged before me that he/she executed the same for the purposes therein expressed.

WITNESS my hand and seal at Dallas, Dallas County, Texas, on the day and year first above written.

SEAL



[Signature]  
Notary Public  
Devon Fulbright Hendry  
Printed Name of Notary:

## EXHIBIT "A"

A subleasehold interest terminating on September 30, 2052, in the property in Monroe County, Florida, described as – Commencing at a point on the northeast side of Duval Street distant ninety-four (94) feet eight (8) inches southeasterly from the corner of Duval and Angela Streets running thence along Duval Street in a southeasterly direction forty-two (42) feet four (4) inches; thence at right angles in a northeasterly direction one hundred thirty-five (135) feet; thence at right angles in a northwesterly direction 25.67 feet; thence at right angles in a southwesterly direction 84.83 feet; thence at right angles in a northwesterly direction 16.66 feet; thence at right angles in a southwesterly direction 50.17 feet to the point or place of beginning on Duval Street, said property being on the island of Key West, Florida, shown on William A. Whitehead's map delineated of February A.D. 1829, as part of Lot 2 of Square 2 of Tract 4 together with the buildings and improvements located thereon, together with reasonable means of ingress and egress from Angela Street at such point to be determined by Sublessor.



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

September 18, 2013

AQUA  
1001 WHITEHEAD STREET #101  
KEY WEST, FL 33040

Subject: **AQUA**

REGISTRATION NUMBER: **G13000091836**

This will acknowledge the cancellation of AQUA/G02282900207 and reregistration of the above fictitious name registration which was reregistered on September 17, 2013. This reregistration gives no rights to ownership of the name.

Each fictitious name registration must be renewed every five years between January 1 and December 31 of the expiration year to maintain registration. Three months prior to the expiration date a statement of renewal will be mailed.

If the mailing address of this business changes, please notify this office in writing, or through the link provided on our website [www.sunbiz.org](http://www.sunbiz.org) for Address & FEI/EIN Changes. Please reference the original registration number.

Should you have any questions regarding this matter you may contact our office at (850) 245-6058.

Marquitta Williams  
Reinstatement Section  
Division of Corporations

Letter No. 113A00021897

*9/20 sent to Breca Hughes -  
: Phil@Sauders  
: Ambrose  
!*

[www.sunbiz.org](http://www.sunbiz.org)

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

**ARTICLES OF ORGANIZATION OF  
AQUA KEY WEST, LLC**

The undersigned certify that we have associated ourselves together for the purpose of becoming a limited liability company under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit. We further declare that the following Articles shall serve as the Charter and authority for the conduct of business of the limited liability company.

**ARTICLE I  
NAME AND PRINCIPAL PLACE OF BUSINESS**

The name of the limited liability company shall be **AQUA KEY WEST, LLC**, and its principal office shall be located at 711 Duval Street Avenue, Key West, Florida 33040; but, it shall have the power and authority to establish branch offices at any other place or places as the members may designate. The mailing address shall be 1001 Whitehead Street, #1, Key West, FL 33040.

**ARTICLE II  
MANAGEMENT**

This is a member-managed company; therefore, management of this limited liability company is reserved to two (2) managing members, whose name and address are as follows:

Michael B. Ingram  
1001 Whitehead Street, #101  
Key West, FL 33040

Kimball H. Ingram  
1001 Whitehead Street, #101  
Key West, FL 33040

**ARTICLE VII  
INITIAL REGISTERED OFFICE AND REGISTERED AGENT**

The address of the initial registered office of the limited liability company is 1001 Whitehead Street, #101, Key West, Florida 33040, and the name of the company's initial registered agent at that address is Michael B. Ingram.

Having been named as registered agent to accept service of process for the above stated limited liability company, at the place designated in these Articles of Organization, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

REGISTERED AGENT:

\_\_\_\_\_  
Michael B. Ingram



# **Property Appraiser Information**



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

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

## Property Record Card -

**Maps are now launching the new map application version.**

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

**Alternate Key: 1016101 Parcel ID: 00015730-000000**

### Ownership Details

**Mailing Address:**

PEREZ ROSA LEE DEC OF TRUST 12/8/1997  
C/O BICK ROSE  
3746 PAULA AVE  
KEY WEST, FL 33040-4417

### Property Details

**PC Code:** 28 - PARKING LOTS, MOBILE HOME PARKS

**Millage Group:** 10KW

**Affordable Housing:** No

**Section-Township-  
Range:** 06-68-25

**Property Location:** 506 ANGELA ST KEY WEST

**Legal Description:** KW PT LOT 2 SQR 2 TR 4 G41-90/92 G9-377 ORDERS OF CHAMBERS CO JUDGE I-223 OR1191-133D/C OR2236-1641/43ORD OR2252-265/67

Total Living Area: 3930  
 Year Built: 1958

## Building 1 Details

Building Type  
 Effective Age 20  
 Year Built 1958  
 Functional Obs 0

Condition A  
 Perimeter 282  
 Special Arch 0  
 Economic Obs 0

Quality Grade 400  
 Depreciation % 23  
 Grnd Floor Area 3,930

### Inclusions:

Roof Type  
 Heat 1  
 Heat Src 1

Roof Cover  
 Heat 2  
 Heat Src 2

Foundation  
 Bedrooms 0

### Extra Features:

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

Vacuum 0  
 Garbage Disposal 0  
 Compactor 0  
 Security 0  
 Intercom 0  
 Fireplaces 0  
 Dishwasher 0



### Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA		1	1993					3,930

### Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	2793	1 STY STORE-A	20	N	Y
	2794	WAREHOUSE/MARINA B	80	N	N

Click Map Image to open interactive viewer



### Land Details

Land Use Code	Frontage	Depth	Land Area
100D - COMMERCIAL DRY	50	95	4,638.00 SF

### Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	AP2:ASPHALT PAVING	4,655 SF	0	0	1978	1979	2	25



## Appraiser Notes

2007-04-05 PARKING LOT FOR AK 1016098.DKRAUSE

## Building Permits

Bldg Number	Date Issued	Date Completed	Amount	Description	Notes
0000909	04/10/2000	07/10/2000	1,500		REPLACE SEWER LINE

## Parcel Value History

Certified Roll Values.

[View Taxes for this Parcel.](#)

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2014	0	3,724	281,452	285,176	285,176	0	285,176
2013	0	3,724	281,452	285,176	285,176	0	285,176
2012	0	3,724	281,452	285,176	285,176	0	285,176
2011	0	3,724	281,452	285,176	285,176	0	285,176
2010	0	3,724	259,452	263,176	263,176	0	263,176
2009	0	3,724	536,573	540,297	540,297	0	540,297
2008	0	3,724	652,924	656,648	656,648	0	656,648
2007	0	3,724	695,700	699,424	699,424	0	699,424
2006	0	3,724	324,660	328,384	328,384	0	328,384
2005	0	3,724	292,194	295,918	295,918	0	295,918
2004	0	3,724	227,262	230,986	230,986	0	230,986
2003	0	3,724	112,472	116,196	116,196	0	116,196
2002	0	3,724	112,472	116,196	116,196	0	116,196
2001	0	3,724	112,472	116,196	116,196	0	116,196
2000	0	2,048	102,036	104,084	104,084	0	104,084
1999	0	2,048	102,036	104,084	104,084	0	104,084
1998	0	2,048	102,036	104,084	104,084	0	104,084
1997	0	2,048	92,760	94,808	94,808	0	94,808
1996	0	2,048	92,760	94,808	94,808	0	94,808
1995	0	2,048	92,760	94,808	94,808	0	94,808
1994	0	2,048	92,760	94,808	94,808	0	94,808
1993	0	2,253	92,760	95,013	95,013	0	95,013
1992	0	2,458	92,760	95,218	95,218	0	95,218
1991	0	2,663	92,760	95,423	95,423	0	95,423
1990	0	2,868	75,368	78,236	78,236	0	78,236
1989	0	3,073	74,208	77,281	77,281	0	77,281
1988	0	2,086	64,932	67,018	67,018	0	67,018



1987	0	2,216	40,119	42,335	42,335	0	42,335
1986	0	2,346	38,959	41,305	41,305	0	41,305
1985	0	2,477	38,968	41,445	41,445	0	41,445
1984	0	2,607	38,968	41,575	41,575	0	41,575
1983	0	2,738	21,879	24,617	24,617	0	24,617
1982	0	2,868	17,782	20,650	20,650	0	20,650

## Parcel Sales History

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

There are no sales to display for this parcel.

This page has been visited 210,428 times.

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