

RESOLUTION NO. 13-139

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF THE ATTACHED "AMENDED AND RESTATED DEVELOPMENT AGREEMENT" FOR THE KEY WEST HOTEL COLLECTION BETWEEN THE CITY AND JRC KEY WEST HOTEL, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, RFA KEY WEST LLC, AN ILLINOIS LIMITED LIABILITY COMPANY; RFA KEY WEST II, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AVA KEY WEST, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY; JL KEY WEST, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, JL KEY WEST II, LLC, A FLORIDA LIMITED LIABILITY COMPANY; JLW KEY WEST 1, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND JLW KEY WEST 2, LLC, A FLORIDA LIMITED LIABILITY COMPANY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 09-059, the City Commission authorized a Development Agreement for this group of properties, previously known as the "Key West Resort and Conference Center"; and

WHEREAS, the Planning Board approved the Amended and Restated Development Agreement in its Resolution No. 2013-24; and

WHEREAS, the City Commission raised concerns regarding potential traffic impacts to Northside Drive during the construction phase of the subject project; and

WHEREAS, the developer of the subject project agreed to take measures to eliminate traffic impacts to Northside Drive during the

construction phase of the project by preventing traffic from exiting the property onto Northside Drive; and

WHEREAS, the City Commission raised concerns regarding the financial impact to the employees affected by the closure of the resorts and other business during the construction phase of the project; and

WHEREAS, the developer of the subject property agreed to mitigate the financial impact to the persons employed in the resorts and other businesses which will be closed during the construction phase of the subject project by offering those persons severance pay equal to ninety days pay.

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

Section 1: That the attached "Amended and Restated Development Agreement" is hereby approved.

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

Section 3: That approval to the requested major modification is conditioned upon the following supplemental and modified requirements:

1. The applicant will take measures to eliminate traffic impacts to Northside Drive during the construction phase of the project by preventing traffic from exiting onto Northside Drive.

2. The applicant will mitigate the financial impact to the persons employed in the resorts and other businesses which will be closed during the construction phase of the subject project by offering those persons severance pay equal to ninety days pay.

Passed and adopted by the City Commission at a meeting held this 21 day of May, 2013.

Authenticated by the presiding officer and Clerk of the Commission on June 18, 2013.

Filed with the Clerk June 19, 2013.



CRAIG CATES, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK

April 18, 2013

Prepared by and, after recording,
return to:

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

Doc# 1946441 08/19/2013 9:49AM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

Doc# 1946441
Bk# 2645 Pg# 1406

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

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

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

Amended and Restated Development Agreement for the Key West Hotel Collection

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. “Effective Comprehensive Plan” means the City’s Comprehensive Plan in effect on the Effective Date.

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

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

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

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

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

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

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

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

C. TERMS OF AGREEMENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Conceptual Site Plan; Minor Revisions.

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

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

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

7. Access; Traffic Flow; Coordination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Additional coordination is required with the Authority.

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

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

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

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

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

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

12. All Permits Approved or Needed.

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

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

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

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

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

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

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

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

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

17. Laws Governing.

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

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

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

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

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

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

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

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

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

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

19. Breach of Agreement and Cure Provisions.

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

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

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

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

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

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

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

TO THE OWNER:

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

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

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

TO THE CITY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

August 1, 2013

By: [Signature]

STATE OF Illinois
COUNTY OF Cook

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

[Signature]

Notary Public

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

My commission expires: _____



RFA KEY WEST LLC,
an Illinois limited liability company

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

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

August 1, 2013

By: [Signature]

STATE OF Illinois
COUNTY OF Cook

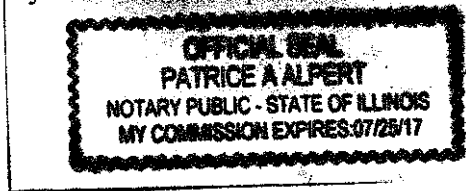
The foregoing instrument was acknowledged before me on this 1st day of August, 2013, by EDWARD W. ROSS who is personally known to me or who produced _____ as identification, and who did/did not take an oath.

[Signature]

Notary Public

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

My commission expires _____



RFA KEY WEST II LLC,
a Florida limited liability company

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

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

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

August 1, 2013

By: [Signature]

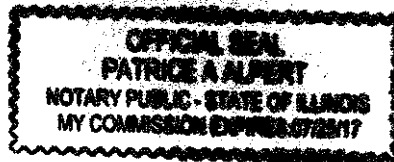
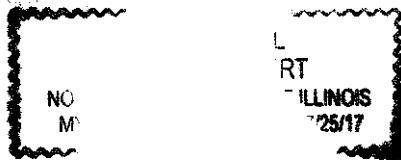
STATE OF Illinois
COUNTY OF Cook

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

[Signature]

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

My commission expires: _____



AVA KEY WEST LLC,
an Illinois limited liability company

August 1, 2013

By: [Signature]

STATE OF Illinois
COUNTY OF Cook

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

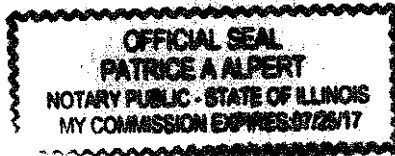
[Signature]

Notary Public

Name PATRICE A. ALPERT

(typed, printed or stamped)

My commission expires: _____



JL KEY WEST LLC,
an Illinois limited liability company

July 31, 2013

By: [Signature]

STATE OF South Carolina
COUNTY OF Charleston

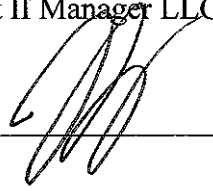
The foregoing instrument was acknowledged before me on this 31st day of July, 2013, by Tom James who is personally known to me or who produced _____ as identification, and who did/did not take an oath.

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

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

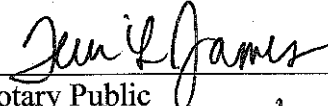
By: JL Key West II Manager LLC, its Manager

July 31, 2013

By:  _____

STATE OF South Carolina
COUNTY OF Charleston

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



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

JLW Key West 1, LLC,
a Florida limited liability company

By: Andrew V. Agostini, its Managing Member

August 1, 2013

By: [Signature]

STATE OF Illinois
COUNTY OF Cook

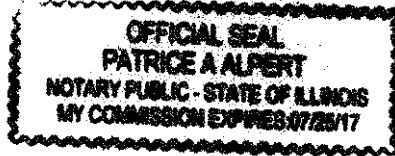
The foregoing instrument was acknowledged before me on this 1st day of August, 2013, by ANDREW V. AGOSTINI who is personally known to me or who produced _____ as identification, and who did/did not take an oath.

[Signature]

Notary Public

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

My commission expires: _____



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

By: Andrew V. Agostini, its Managing Member

August 1, 2013

By: [Signature]

STATE OF Illinois
COUNTY OF Cook

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

[Signature]

Notary Public


Name PATRICE A. ALPERT


(typed, printed or stamped)

My commission expires:



CITY OF KEY WEST

August 8, _____, 2013 By: 
Craig Cates, Mayor


CITY CLERK CHERYL SMITH

MIA 183,061,722v6 2-8-13MARTOSE134251.010100

COMPOSITE EXHIBIT "A"
LEGAL DESCRIPTIONS AND SURVEYS

OLD SCHEDULE B-II

SURVEYOR'S CERTIFICATE

This Certificate and the attached survey are made for the benefit of:
 Spiffwood Hotels, Inc., a Florida corporation, and its assigns;
 Spiffwood Companies, Inc., a Florida corporation, and its assigns;
 J.L. Wood Ltd., L.L.C., a Delaware limited liability company, and its assigns;
 Barry Treason Cooper
 Betty Cooper
 Betty Cooper Revocable Trust dated February 25, 2004
 Marvin Cooper Revocable Trust dated February 25, 2004
 Sewaco Inc., a Florida corporation
 Lodiak Bank National Association
 Baker & Hostetler LLP
 Sanford M. Reinhardt, P.A.
 Chicago Title Insurance Company

I hereby certify

- That the survey was made on the ground and is correct.
- That the survey shows a complete legal description of the land and any easements appurtenant to the land necessary for access or utilities and an indication of the total acreage or square foot area of the land.
- That the survey shows the location of the perimeter of the subject property by courses and distances and all lines described by reference to the line of another piece of property.
- That all field measurements on the survey are balanced, both as to angles and distances, so as to provide a mathematical closure; that the survey shows the point of beginning, if applicable, bears of bearings, assumed or otherwise, the scale and a north arrow; that the survey shows the following information for any curve: length of arc, radius, central angle and bearing to the radius point from the beginning and end points of the curve.
- That the survey shows the location of all easements and rights-of-way, including all easements and rights-of-way shown as exceptions on a Chicago Title Insurance Company commitment for title insurance No. 63060743 dated May 18, 2006 at 5:00 p.m. That the survey shows the location of all easements referred to in the title binder, showing the book and page of recording of all easements on the survey, and stating that all easements are located pursuant to the book and page of the recorded easements.
- That the survey shows established building lines and setback, height and bulk restrictions of record or disclosed by applicable zoning or building codes (in addition to those recorded in subdivision maps).
- That the survey shows all dedicated public streets, easements or rights-of-way providing access to the land, and whether such access is paved to the property line of the land and that the width of all of the foregoing are indicated.
- That the survey shows lines of streets abutting the subject property and the width thereon, and that ingress and egress to the subject property is provided by North Roosevelt Blvd., (U.S. Highway 1) (State Road No. 5), the same being a dedicated public right-of-way maintained by the Island of Key West, and the State of Florida.
- That the survey shows encroachments and the extent thereof in feet and inches (if practicable) upon the subject property, including, but without limitation, over, under or across buildings, easements and encroachments either way across the boundary lines of the subject property (or if any improvements located upon the land encroach upon other lands).
- That the survey shows the exterior dimensions of all buildings at ground level and the square footage of the exterior footprint of all buildings, or gross floor area of all buildings at ground level and the height of all buildings above grade as a defined location, if applicable.
- That the survey shows all substantial, visible improvements (in addition to buildings) such as signs, parking areas or structures, swimming pools, tennis courts, etc.
- That the survey shows the relation of the improvements by distances to the perimeter of the subject property, the established building lines and the street lines.
- That the survey shows all parking areas and, if striped, the striping and the type (e.g. handicapped, motorcycle, regular, etc) and number of parking spaces, if applicable.
- That the survey shows the location of all easements necessary to bring utilities to the property, together with the location of all utilities (i.e., storm, water, electric, telephone and gas service) serving or existing on the property as evidenced by on-site observation or as determined by records provided by client, utility companies and other appropriate sources (with reference as to the source of information) (for example: (a) railroad tracks and sidings; (b) manholes, catch basins, valve vaults or other surface indications of subterranean uses; (c) wires and cables (including their function) crossing the surveyed premises, all poles on or within ten feet of the surveyed premises, and the dimensions of all cross-uses or overhangs affecting the surveyed premises; and (d) utility company installations on the surveyed premises).
- That the survey shows the location of all matters affecting the land, including fences, postholes and streets.
- That the survey shows all observable evidence of earth moving work, building construction or building additions within recent months.
- That the survey shows all observable evidence of site use as a solid waste dump, dump or sanitary landfill.
- That if the subject property is described as being on a field map or plat, a legend relating the survey to said map or plat is on the survey.
- That the survey shows any coastal body of water or navigable waterway within 150 feet of the subject property, if applicable.
- That the survey shows all applicable coastal construction lines, bulkhead lines, mean high water marks and erosion control lines, must be shown on the survey or a statement contained therein that same do not lie within the boundary of the subject property.
- That the subject property does not serve any adjoining property for drainage, ingress or egress or any other purpose, except as shown on the survey.
- That the subject property or within special flood hazard area 120168, Panel 1509 K, AE, Elevation 0'-10', dated 2/7/83 as shown in the most recent Flood Hazard Boundary Maps prepared by the Department of Housing and Urban Development.
- That the Subject Property is zoned General Commercial under zoning codes of the Island of Key West.
- That the survey shows any significant observations not otherwise discussed.
- That the survey represented herein meets the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPS in 2005, and pursuant to the Accuracy Standards (as adopted by ALTA and ACSM and in effect on the date of this certification) of an Urban Survey. This instrument is not valid unless it bears an original signature and an embossed surveyor's seal.

LEGAL DESCRIPTION:

On the island of Key West and better known as Part of Parcel 2 of COLAN SURVEY, according to the Plat thereof, recorded in Plat Book 3, Page 35, of the Public Records of Monroe County, Florida, and more particularly described by metes and bounds as follows:
 Commencing at the Northwest corner of Parcel 2 on "Plat of Survey of Lands on the Island of Key West, Monroe County, Florida," as recorded in Plat Book 3, Page 35, of the Public Records of Monroe County, Florida; thence Northwesterly and Easterly along the Southerly right-of-way line of North Roosevelt Boulevard (a 5'50"24" curve) 500 feet to the Point of Beginning; thence continuing along said Southerly right-of-way line 300 feet to the Northwest corner of said Tract; thence South 32°20' West, 621.5 feet to the Northernly boundary line of a proposed street shown on said Plat, the Southeast corner of said Parcel 2; thence Northwesterly along said Northernly right-of-way line (a 19°28'15" curve) 142.25 feet, more or less, thence Northernly 605.17 feet, more or less, to the Point of Beginning.

LESS:

Parcel 166
 CA Portion of Parcel 2
 No. 00065536-000000 with a property address of 3024 N. Roosevelt Blvd.
 (Quality Inn Property)

A portion of Parcel 2 in Plat of Survey of Lands on Island of Key West, Monroe County, Florida according to the plat thereof, as recorded in Plat Book 3, of Page 35, of the Public Records of Monroe County, Florida more particularly described as follows:

Commence at the Point of Intersection of the Easterly line of the Exception Area of Parcel 3 of Plat of Survey (on two sheets) Part of Lands formerly owned by Key West Improvement Inc., according to the plat thereof, as recorded in Plat Book 4, of Page 65, of the Public Records of Monroe County, Florida and the Existing Southerly Right-of-Way line of State Road No. 5, North Roosevelt Boulevard, as shown on the Florida Department of Transportation Right-of-Way map for State Road No. 5, Section 50010, said Point also being that certain Corner established by John P. Goggin as shown on the above mentioned Plat of Plat of Survey (on two sheets) Part of Lands formerly owned by Key West Improvement Inc., said point also being on a circular curve concave to the South, and said point bears N 03°34'58" W from the center of said curve, thence Easterly along the arc of said curve to the right and along the Existing Southerly Right-of-Way line of said State Road No. 5, North Roosevelt Boulevard, having a radius of 972.59 feet and a central angle of 28°25'13" for a distance of 482.63 feet to the Point of Beginning of the terminator described parcel; thence curvilinear Southeasterly along the arc of said curve to the right, and along the Existing Southerly Right-of-Way line of said State Road No. 5, North Roosevelt Boulevard, having a radius of 972.59 feet and a central angle of 01°59'30" for a distance of 33.82 feet to the point of tangency; thence S 62°10'15" E along the Existing Southerly Right-of-Way line of said State Road No. 5, North Roosevelt Boulevard, for a distance of 265.52 feet; thence S 25°18'02" W, departing the previously described Right-of-Way line, for a distance of 4.19 feet to a point on a circular curve concave to the Southwest, said point bears N 28°32'17" E from the center of said curve, thence Northwesterly along the arc of said curve to the left, having a radius of 209.84 feet and a central angle of 04°43'32" for a distance of 24.39 feet to the point of tangency, said point also being on a line parallel with and 3.75 feet Southerly of, as measured at right angles, the Existing Southerly Right-of-Way line of said State Road No. 5, North Roosevelt Boulevard, thence N 61°10'15" W along the previously described line, for a distance of 240.52 feet to a point of curvature of a circular curve concave to the Southwest; thence Northwesterly along the arc of said curve to the left, having a radius of 369.24 feet and a central angle of 01°58'27" for a distance of 33.39 feet; thence N 20°17'52" E for a distance 3.76 feet to the point of Beginning.

Containing 1.124 sq. ft. more or less.

ADDITIONAL NOTES:

Zoning "C2" General Commercial
 FRM: 120168, Panel 1509
 Zone, AE, Elevation 0'-10'
 7/18/05

Setbacks:
 Front & Rear 25'
 Sides 15'

Area: 131,661 SF,
 3.022 Acres
 Building Height: All buildings are 20'.
 Parking: 130 Spaces
 6 Handicapped Spaces

SURVEYOR'S NOTES:

North arrow based on plat.
 Reference Bearing: R/W No. Roosevelt Blvd. per deeds
 * denotes existing elevation
 Elevations based on N.G.V.D. 1929 Datum
 Bench Mark No. NOS 1892 Elevation 3.1440

Field Work performed on: 12/12/12

- CB = Concrete Utility Pole
- W = Wood Utility Pole
- WU = Wood Utility Pole with Guy wire
- BF.W. = Fire Wall
- BM.W. = Monitoring Well
- W = Water Meter
- WV = Water Valve
- OE = Electric Overhead
- UE = Electric Utility Vault
- OM.W. = Man Hole
- Sm = Sanitary
- SW.C.B. = Storm Water Catch Basin
- In = Insect
- R.P.Z. = Backflow Prevention Valve
- P.V.C. = Polyvinyl Pipe
- R.C.P. = Reinforced Concrete pipe
- F = Fire Hydrant
- L = Light
- S = Sign
- F.D.O.T. = Florida Department of Transportation

Monumentation:

- Q = set 1/2" Iron Pipe, P.L.S. No. 2749
- = Found 1/2" Iron Bar
- ▲ = Set P.K., N.S., P.L.S. No. 2749
- ▲ = Found P.K. Nail

Abbreviations:

- Sty. = Stair
- R/W = Right-of-Way
- Fl. = Found
- Plat. = Plat
- M. = Measured
- M.H.W. = Mean High Water
- Pub. R. = Public Records
- Sec. = Section
- Tan. = Tangent
- Rge. = Range
- B.M. = Bench Mark
- N.T.S. = Not to Scale
- Centerline = Centerline
- Elev. = Elevation
- P.I. = Point of Intersection
- Int. = Intersect
- R. = Radius
- A = Arc (Length)
- D = Delta (Central angle)
- P.O.B. = Point of Beginning
- P.B. = Plat Book
- pg. = page
- Dist. = Distance
- Tel. = Telephone
- Encl. = Enclosure
- O.L. = On Line
- C.L.F. = Chain Link Fence
- o/v = Overhead
- u/g = Underground
- F.F.L. = Finish Floor Elevation
- L.B. = Low Beam
- Rad. = Road
- con. = concrete
- con. = concrete
- L.B. = Low Beam
- B = Base
- C.B. = Concrete Block
- C.B.S. = Concrete Block Structure
- con. = Concrete
- P.I. = Point of Intersection
- int. = Intersect
- R. = Radius
- A = Arc (Length)
- D = Delta (Central angle)
- W. = Water Meter
- Dist. = Distance
- Pl. = Plat
- Hydr. = Fire Hydrant
- F.W. = Fire Wall
- A/C = Air Conditioner

- D = Diameter of tree.
- H = Height of tree

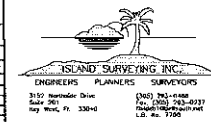
- ☉ = Palm
- ☉ = Almond
- ☉ = Buttonwood
- ☉ = Tree, Unknown
- ☉ = Coconut
- ☉ = Pine
- ☉ = Gumbo Limbo
- ☉ = Umbrella
- ☉ = Ficus
- ☉ = Papaya
- ☉ = Rubber
- ☉ = Hong Kong Tulip
- ☉ = Seagrape

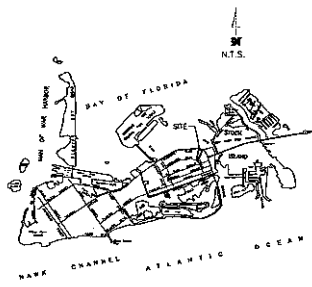
DATE:

FREDECK H. HILDEBRAND
 Professional Land Surveyor & Mapper No. 2749
 Professional Engineer No. 35810
 State of Florida

ILL WOOD LTD - Quality Inn
 3824 North Roosevelt Blvd., Key West, FL

Scale: 1"=30'	Drawn by: F.H.H.
Date: 6/27/06	North Date: 6-10
REVISIONS AND/OR ADDITIONS	
6/27/06, Update, CPT, pointing, BBA Survey	
1/28/07, Update, pointing, BBA Survey	





LOCATION MAP
City of Key West & Stock Island

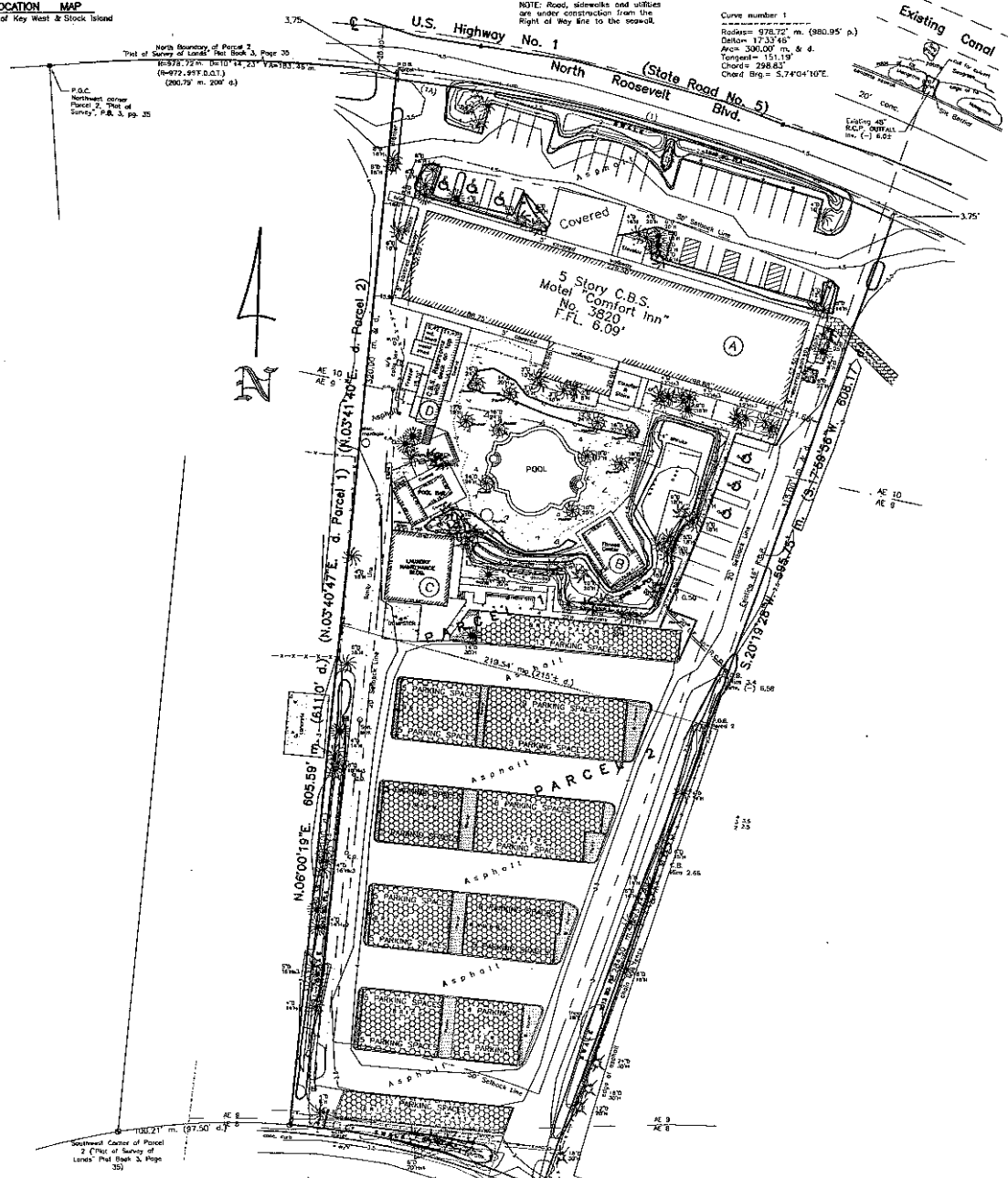
Curve number 1
Radius= 874.93' m. (266.95' p.)
Delta= 17.33.46"
Arc= 287.07' m. & d.

Curve number 1
Radius= 978.72' m. (298.95' p.)
Delta= 17.33.46"
Arc= 300.00' m. & d.
Tangent= 151.10'
Chord= 298.83'
Chord Brg= S.74°04'10"E.

North Boundary of Parcel 2
Tie of Survey of Lands: Plat Book 3, Page 30
S.89°58' 72" W. 100.10' 14.23" P.M. 181.34.00"
(=472.8975.02.1)
(286.79' m. 200' d.)

P.O.C.
Northwest corner
Parcel 2 of Survey of
Lands: Plat Book 3, pp. 30

NOTE: Road, sidewalks and utilities
are under construction from the
Right of Way line to the seawall.



Curve number 2
Radius= 417.88' m.
Delta= 20°23'05"
Arc= 148.68' m. (150.25' d.)
Tangent= 75.12'
Chord= 147.85'
Chord Brg= N.75°01'59"W.

Southwest Corner of Parcel
2 of Survey of Lands:
Plat Book 3, Page
30

J. WOOD, LTD - Comfort Inn 3820 North Roosevelt Blvd., Key West, FL	
BOUNDARY SURVEY	Draw No.: 12-374D
Scale: 1"=30'	Field notes No. 1209.10
Date: 9/17/99	Field Book No. 10
REVISIONS AND/OR ADDITIONS:	
6/7/00 Update	
8/7/00 Update, cert. gathering, site survey	
11/20/01 Update, final, as-shown	
12/04/02 Update, confirm & reissue/confirm	

ISLAND SURVEYING INC.
ENGINEERS PLANNERS SURVEYORS

2122 Bonaventure Drive
Suite 201
Key West, FL 33040

(305) 263-6166
Fax: (305) 290-9537
www.island-surveying.com
EIR No. 9246

LEGAL DESCRIPTION

Parcel No. 1

On the Island of Key West, Monroe County, State of Florida, part of Parcel 2 as shown on the Plat of Survey of Lands on the Island of Key West, Monroe County, Florida as recorded in Plat Book 3, Page 35 of the Official Records of Monroe County, Florida, being more particularly described by metes and bounds as follows:

Commencement of the Northeast corner of said Parcel 2; said Northwest corner being Northwest of and 2276.03 feet (measured along the South right of way curb line of North Roosevelt Boulevard) distant from the Northwest corner of Block 15 of the KEY WEST FOUNDATION COMPANY'S PLAT NO. 2, as recorded in Plat Book 1, Page 189 of the Official Records of Monroe County, Florida; and run thence East along the North boundary of said Parcel 2 for a distance of 200 feet to the Point of Beginning of the parcel of land being described herein; thence continue East along the North boundary of said Parcel 2 for a distance of 300 feet; thence run South 17 degrees 58 minutes 56 seconds West for a distance of 315 feet; thence run Northwest for a distance of 215 feet, more or less, to a point that bears South 3 degrees 40 minutes 47 seconds West of and 120 feet distant from the Point of Beginning; thence run North 3 degrees 40 minutes 47 seconds East for a distance of 120 feet, back to the Point of Beginning.

Parcel No. 2

On the Island of Key West, Monroe County, State of Florida, part of Parcel 2 as shown on the Plat of Survey of Lands on the Island of Key West, Monroe County, Florida, being more particularly described by metes and bounds as follows:

Commencement of the Northwest corner of said Parcel 2, said Northwest corner being Northwest of and 2276.03 feet (measured along the South right of way curb line of North Roosevelt Boulevard) distant from the Northwest corner of Block 15 of the KEY WEST FOUNDATION COMPANY'S PLAT NO. 2, as recorded in Plat Book 1, Page 189 of the Official Records of Monroe County, Florida; and run thence East along the North boundary of said Parcel 2 for a distance of 500 feet; thence run South 17 degrees 58 minutes 56 seconds West for a distance of 315 feet to the Point of Beginning of the parcel of land being described herein; thence continue South 17 degrees 58 minutes 56 seconds West for a distance of 293.17 feet to the South boundary of said Parcel 2; thence run West along the South boundary of said Parcel 2 for a distance of 158.25 feet to a point that lies 97.50 feet distant from and Easterly of the Southwest corner of said Parcel 2, measured along the South boundary of the said Parcel 2; thence run North 3 degrees 41 minutes 40 seconds East for a distance of 281 feet; thence run Southwesterly for a distance of 215, more or less, back to the Point of Beginning.

LESS

Parcel 184

CA Portion of Parcel ID Nos. 0005540-00000 with a property address of 2800 N. Roosevelt Blvd (Roosevelt Blvd) and 0005540-00000000 with a property address of 2820 N. Roosevelt Blvd (Roosevelt Blvd)

On the Island of Key West, Monroe County, Florida being a portion of that certain Exception Area from Parcel 3 of Plat of Survey (on two sheets) Part of Lands formerly owned by Key West Improvement Co., according to the plat thereof, as recorded in Plat Book 4, at Page 68, of the Public Records of Monroe County, Florida, and a portion of Parcel 2 in Plat of Survey of Lands on Island of Key West, Monroe County, Florida, according to the plat thereof, as recorded in Plat Book 3, at Page 35, of the Public Records of Monroe County, Florida, more particularly described as follows:

Beginning at the Point of Intersection of the Eastern line of the previously described Exception Area and the Existing Southern Right-of-Way line of State Road No. 5, North Roosevelt Boulevard, as shown on the Florida Department of Transportation Right-of-Way map for State Road No. 5, Section 80010, said Point also being that certain Corner established by John P. Goggin as shown on the above mentioned Plat of Survey (on two sheets) Part of Lands formerly owned by Key West Improvement Co., said point also being on a circular curve concave to the South, and said point bears N 02°15'58" W from the center of said curve; thence West, along the MC of said curve to the left, and along the Existing Southern Right-of-Way line of said State Road No. 5, North Roosevelt Boulevard, having a radius of 972.99 feet and a central angle of 00°01'22" for a distance of 6.39 feet to the point of tangency; thence S 88°23'33" W, along the Existing Southern Right-of-Way line of said State Road No. 5, North Roosevelt Boulevard, for a distance of 18.47 feet; thence S 62°35'20" E, replying the previously described Right-of-Way line, for a distance of 3.75 feet to a point on a line parallel with and to the South of said Right-of-Way line; thence South 17 degrees 58 minutes 56 seconds West along the Existing Southern Right-of-Way line of said State Road No. 5, North Roosevelt Boulevard; thence Northwesterly, along the arc of said curve to the right, bearing a radius of 988.24 feet and a central angle of 28°27'39" for a distance of 481.45 feet; thence N 20°17'52" E, replying the previously described curve, for a distance of 3.76 feet to a point on the Existing Southern Right-of-Way line of said State Road No. 5, North Roosevelt Boulevard, said point also being on a circular curve concave to the South, and said point bears N 24°01'17" E from the center of said curve; thence Northwesterly, along the previously described Right-of-Way line, and along the arc of said curve to the left, having a radius of 972.99 feet and a central angle of 28°27'39" for a distance of 482.63 feet to the Point of Beginning.

Containing 1,870 sq ft, more or less.

ADDITIONAL NOTES:

Zoning: 100' General Commercial
FRM: 120168, Parcel 1509 K
Date: 2/18/05

Setbacks:
Front & Rear: 5'
Sides: 20'

Area: 134,331 S.F.
3.088 Acres

Parking: 150 Spaces
6 Handicapped Spaces

Building Height:
C = 5'
B = 15'
C = 14'
D = 15'

SURVEYOR'S NOTES:
North arrow based on plat
Reference Bearing: R/W No. Roosevelt Blvd per deeds
AD denotes existing elevation
Elevations based on M.S.V. 1929 Datum
Benchmark No.: NDS 1982 Elevation: 5.1440
Field Work performed on: 12/12/12

Abbreviations:
S.W. = Story
R.W. = Right-of-Way
F.S. = Found
L.B. = Low Beam
R. = Radial
Irr. = Irrigator
C.C. = concrete
I.P. = Iron Pipe
I.B. = Iron Bar
B. = Baseline
C.B. = Concrete Block
C.B.S. = Concrete Block Structure
Cov'd. = Covered
R. = Radius
w. = Wood
A. = Arc (Length)
D. = Delta, (Central angle)
w.m. = Water Meter
B. = Bolting
P. = Plaster
H. = Fire Hydrant
T. = Telephone
A/C = Air Conditioner
O.L. = On Line
C.L.F. = Chain Link Fence

Notations:
Ø = set 1/2" Iron Pipe, P.L.S. No. 2749
⊕ = Found 1/2" Iron Bar
Δ = Set P.K. Nail, P.L.S. No. 2749
▲ = Found P.K. Nail

Legend:
D = Diameter of tree
H = Height of tree
* = Palm
◊ = Almond
⊙ = Buttonwood
⊙ = Tree, Unknown
⊙ = Coconut
⊙ = Pine
⊙ = Gumbo Limbo
⊙ = Umbrella
⊙ = Ficus
⊙ = Papaya
⊙ = Rubber
⊙ = Hong Kong Tulip
⊙ = Scaevola

Old Title Commitment

SURVEYOR'S CERTIFICATE

This Certificate and the attached survey are made for the benefit of:
Spottswood Hotels, Inc., a Florida corporation, and its assigns
Spottswood Companies, Inc., a Florida corporation, and its assigns
J.L. Woodie Ltd., LLC, a Delaware limited liability company, and its assigns
Garry Preston Cooper
Betty Cooper
Betty Cooper Revocable Trust dated February 25, 2004
Morris Cooper Revocable Trust dated February 25, 2004
Sevaco Inc., a Florida corporation
Lillian Dana Holston Association
Baker & Hostetler LLP
Stanley M. Reinhard, P.A.
Chicago Title Insurance Company

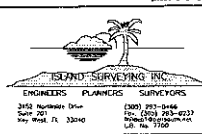
I hereby certify

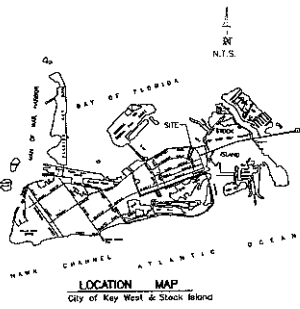
- 1. That the survey was made on the ground and is correct.
- 2. That the survey shows a complete legal description of the land and any easements appurtenant to the land necessary for access or utilities and an indication of the total acreage or square foot area of the land.
- 3. That the survey shows the location of the perimeter of the subject property by courses and distances and of lines described by reference to the line of another piece of property.
- 4. That all field measurements on the survey are balanced, both as to angles and distances, so as to provide a mathematical closure; that the survey shows the point of beginning, if applicable, with bearings, distances, and otherwise, the scale and a north arrow; that the survey shows the following information for any curve: length of arc, radius, central angle and bearing to the radius point from the beginning and end points of the curve.
- 5. That the survey shows the location of all easements and rights-of-way, including all easements and rights-of-way shown as exceptions on Chicago Title Insurance Company commitment for title insurance No. EUB00744 dated May 15, 2006 at 2:00 p.m.; that the survey shows the location of all easements referred to in the title binder, showing the book and page of recording of all easements on the survey, and stating that all easements are located pursuant to the book and page of the recorded easements.
- 6. That the survey shows established building lines and setback, height and bulk restrictions of records or disclosed by applicable zoning or building codes (in addition to those recorded in subdivision maps).
- 7. That the survey shows all dedicated public streets, easements or rights-of-way providing access, and whether such access is paved to the property line of the land and that the width of all of the foregoing are indicated.
- 8. That the survey shows lines of streets abutting the subject property and the width thereof, and that ingress and egress to the subject property is provided by North Roosevelt Blvd., (U.S. Highway 1) (State Road No. 5), the same being a dedicated public right-of-way maintained by the Island of Key West, and the State of Florida.
- 9. That the survey shows encroachments and the extent thereof in feet and inches (if practicable) upon the subject property, including, but without limitation, over, under or across buildings, easements and encroachments over any way across the boundary lines of the subject property (or if any improvements located upon the land encroach upon other lands).
- 10. That the survey shows the exterior dimensions of all buildings at ground level and the square footage of the exterior footprint of all buildings, or gross floor area of all buildings at ground level and the height of all buildings above grade at a defined location, if applicable.
- 11. That the survey shows all substantial, visible improvements (in addition to buildings) such as signs, parking areas or structures, swimming pools, tennis courts, etc.
- 12. That the survey shows the relation of the improvements by distances to the perimeter of the subject property, the established building lines and the street lines.
- 13. That the survey shows all parking areas and, if striped, the striping and the type (e.g. handicapped, motorcycle, regular, etc) and number of parking spaces, if applicable.
- 14. That the survey shows the location of all easements necessary to bring utilities to the Property, together with the location of all utilities (i.e., sewer, water, electric, telephone and gas service) serving or existing on the property as evidenced by on-site observation or as determined by records provided by client, utility companies and other appropriate sources (with reference as to the source of information) (for example: (a) railroad tracks and sidings; (b) manholes, catch basins, valve vaults or other surface indicators of subterranean uses; (c) wires and cables (including their function) crossing the surveyed premises, or poles on or within ten feet of the surveyed premises, and the dimensions of all enclosures or overhangs affecting the surveyed premises; and (d) utility company installations on the surveyed premises.
- 15. That the survey shows the location of all matters affecting the land, including fences, pipelines and structures.
- 16. That the survey shows all observable evidence of earth moving work, building construction or building additions within recent months.
- 17. That the survey shows all observable evidence of site use as a solid waste dump, sump or sanitary landfill.
- 18. That if the subject property is depicted as being on a field map or plat, a legend relating the survey to said map or plat is on the survey.
- 19. That the survey shows any existing body of water or navigable waterway within 150 feet of the subject property, if applicable.
- 20. That the survey shows all applicable coastal construction lines, bulkhead lines, mean high water marks and erosion control lines must be shown on the survey or a statement contained therein that some do not lie within the boundary of the subject property.
- 21. That the subject property does not serve any adjoining property for drainage, ingress or egress or any other purpose, except as shown on the survey.
- 22. That the subject property is within special flood hazard area 120168, Parcel 1509 K, AC, Elevation 8'-10", dated 2/15/05 as shown in the most recent Flood Hazard Boundary Maps prepared by the Department of Housing and Urban Development.
- 23. That the Subject Property is zoned General Commercial under zoning codes of the Island of Key West.
- 24. That the survey shows any significant observations not otherwise disclosed.
- 25. That the survey represented herein meets the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA, ACSM and NSPS in 2005, and pursuant to the Accuracy Standards (as adopted by ALTA and ACSM) and in effect on the date of this certification of an ALTA Survey. This instrument is not valid unless it bears an original signature and an embossed surveyor's seal.

DATED:

FREDERICK H. HILDEBRANDT
Professional Land Surveyor & Mapper No. 2749
Professional Engineer No. 36810
State of Florida

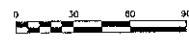
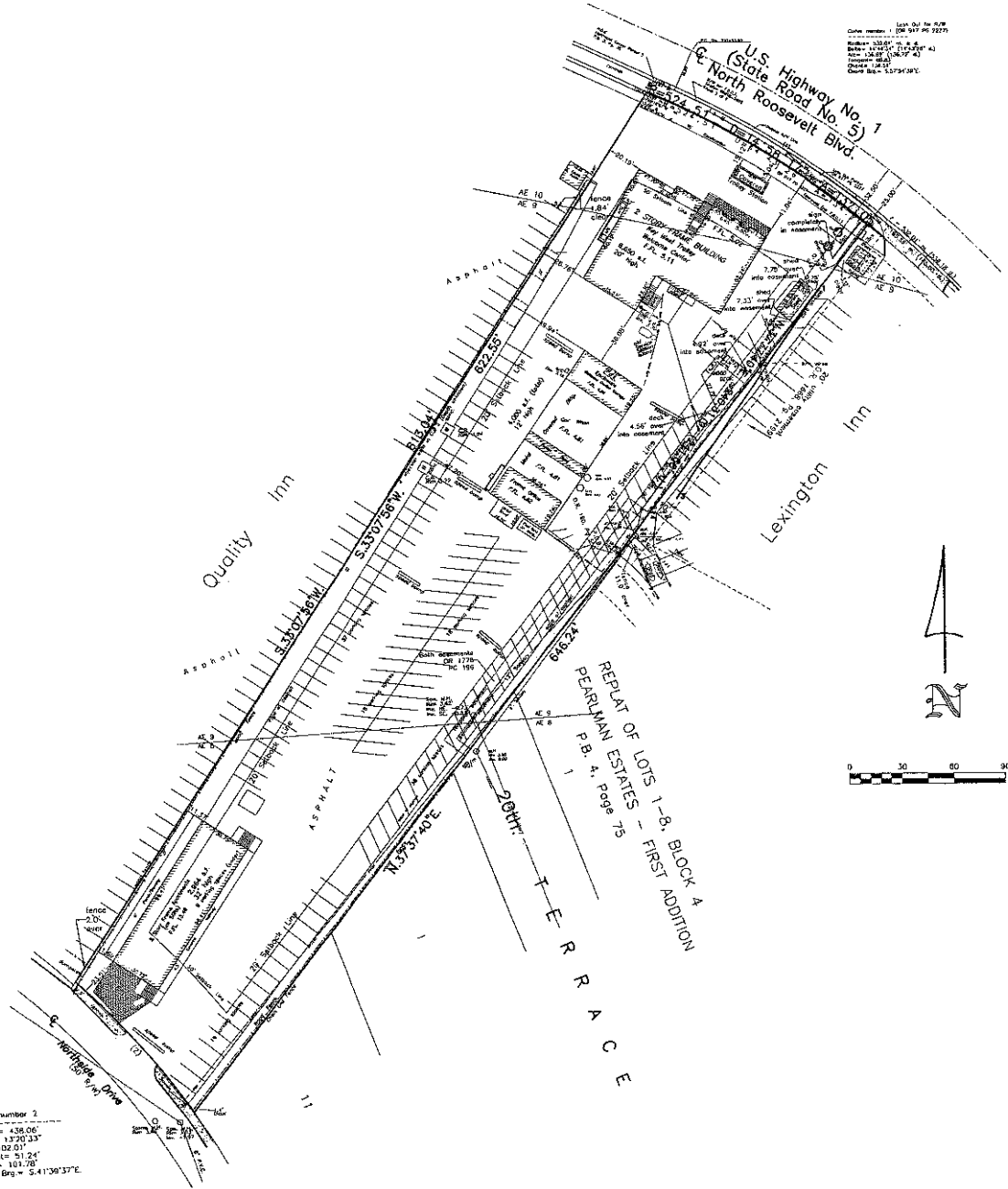
Boundary Survey Form with fields for project name, date, and survey details.





Look Out for PLUM
Circle number 1 [50 917 PG 2275]
Bearing = 232° 01' 11.4" S
Dist = 22.30' ± (0.27' ±)
Elevation = 10.0'
Circle No. 1
Circle No. 1 - 15794.50'E

Curve number 2
Radius = 436.06'
Delta = 132° 33'
Arc = 102.01'
Tangent = 51.24'
Chord = 103.78'
Chord Brs = 5.41' @ 33.7° E



7/25/13. Updated

A. WOOD LTD - Welcome Center 3840 North Roosevelt Blvd., Key West, FL		Drawn By: 13-2511W
BOUNDARY SURVEY		
Scale: 1"=30'	File # 183-9	Field Book No. 8-10
Date: 8/27/06	Field Date: 06	Field Date: 8-10
REVISIONS AND/OR ADDITIONS		
07/25/13. Updated, corrected, and rechecked		

ISLAND SURVEYING INC.
ENGINEERS PLANNERS SURVEYORS
3840 North Roosevelt Blvd.
Key West, FL 33400
Tel: 305.241.3300
Fax: 305.241.3300
E-mail: info@island-surveying.com
L.S. No. 7700

Parcel 4 Couch Tour Train/Welcomer Center and Affordable Housing:
A parcel of land on the Island of Key West, Monroe County, Florida, and being described by metes and bounds as follows:
Commence at the Northeast corner of Parcel 2, according to the Plat thereof as recorded in Plat Book 3, at Page 35, of the Public Records of said Monroe County, Florida, thence South 33° 07' 56" West, a distance of 739 feet to the Point of Beginning, thence continue South 33° 07' 56" West, a distance of 813.04 feet to the Northwesterly right of way line of Northside Drive as existing and constructed, and a point on a curve to the right, having a radius of 438.06 feet, a central angle of 13° 20' 33" - a tangent length of 51.24 feet, a chord bearing of South 41° 39' 27" East and a chord length of 101.78 feet; thence along the arc of said curve, an arc length of 102.01 feet to the end of said curve, thence North 37° 37' 40" East, a distance of 846.24 feet to the Southwesterly right of way line of North Roosevelt Boulevard (State Road No. 5) and a point on a curve to the left, having a radius of 524.51 feet, a central angle of 14° 50' 17" - a tangent length of 68.92 feet, a chord bearing of North 57° 59' 55" West, and a chord length of 136.66 feet; thence along the arc of said curve, an arc length of 137.05 feet to the end of said curve; thence North 55° 16' 67" West, a distance of 12.37 feet back to the Point of Beginning.

SURVEYOR'S CERTIFICATE

- That the survey was made on the ground and is correct.
- That the survey shows a complete legal description of the Parcel 4 as described in the Chicago Title Insurance Company Commitment No. 4398431 described at Note 5 below and any easements appurtenant to the land necessary for access or utilities and an indication of the total acreage or square foot area of the land.
- That the survey shows the location of the perimeter of the subject property by corners and distances and all lines described by reference to the line of another piece of property.
- That all field measurements on the survey are balanced, both as to angles and distances, so as to provide a mathematical closure. That the survey shows the point of beginning, if applicable, on a bearing, assumed or otherwise, the scale and a north arrow. That the survey shows the following information for any curve: length of arc, radius, central angle and bearing to the radius point from the beginning and end points of the curve.
- That the survey shows the location of all easements and rights-of-way, including all easements and rights-of-way shown as easements on Chicago Title Insurance Company commitment for title insurance No. 4398431 dated May 01, 2013 at 11:00 p.m. That the survey shows the location of all easements referred to in the binder, showing the scope and a north arrow. That the survey shows the location of the survey, and stating that all easements are located pursuant to the book and page of the recorded easements.
- That the survey shows established building lines and setback, height and bulk restrictions of record or disclosed by applicable zoning or building codes (in addition to those recorded in zoning maps).
- That the survey shows all dedicated public streets, easements or rights-of-way providing access to the land and whether such access is paved to the property line of the land and that the width of all of the foregoing are indicated.
- That the survey shows lines of streets abutting the subject property and the width thereof, and that ingress and egress to the subject property is provided by South Roosevelt Blvd., (U.S. Highway 1) (State Road No. 5), the same being a dedicated public right-of-way maintained by the Island of Key West, and the State of Florida.
- That the survey shows encroachments and the extent thereof in feet and inches (if practicable) upon the subject property, including, but without limitation, over, under or across buildings, easements and encroachments other way across the boundary lines of the subject property for any improvements located upon the land encroach upon other lands.
- That the survey shows the exterior dimensions of all buildings at ground level and the square footage of the exterior footprint of all buildings, or gross floor area of all buildings at ground level and the height of all buildings above grade at a defined location, if applicable.
- That the survey shows all substantial, visible improvements (in addition to buildings) such as signs, parking areas or structures, swimming pools, tennis courts, etc.
- That the survey shows the relation of the improvements by distances to the perimeter of the subject property, the established building lines and the street lines.
- That the survey shows all parking areas and, if striped, the striping and the type (e.g. handicapped, motorcycle, regular, etc) and number of parking spaces, if applicable.
- That the survey shows the location of all easements necessary to bring utilities to the Property, together with the location of all utilities (i.e. sewer, water, electric, telephone and gas service) existing or existing on the property as evidenced by on-site observation or as determined by records provided by client, utility companies and other appropriate sources (with reference as to the source of information) (for example: (a) railroad tracks and sidings; (b) canals, catch basins, valve vaults or other surface indications of subsurface uses; (c) wires and cables (including their function) crossing the surveyed premises; (d) poles and wires or cables of the surveyed premises; and the dimensions of all easements or encroachments affecting the surveyed premises; and (e) utility company regulations on the surveyed premises.
- That the survey shows the location of all matters affecting the land, including fences, pipelines and streams.
- That the survey shows all observable evidence of earth moving work, building construction or building additions within recent months.
- That the survey shows all observable evidence of site use as a solid waste dump, sump or sanitary landfill.
- That if the subject property is described as being on a field map or plat, a legend relating the survey to said map or plat is on the survey.
- That the survey shows any coastal body of water or navigable waterway within 150 feet of the subject property, if applicable.
- That the survey shows all applicable coastal construction lines, bulkhead lines, mean high water marks and erosion control lines must be shown on the survey or a statement certifying that such does not lie within the boundary of the subject property.
- That the subject property does not have any adjoining property for drainage, ingress or egress or any other purpose, except as shown on the survey.
- That the subject property is within special flood hazard area 120188, Panel 1509 K, AC, Elevation 5' above 2/18/05 as shown in the most recent Flood Hazard Boundary Map prepared by the Department of Housing and Urban Development.
- That the Subject Property is zoned General Commercial under zoning codes of the Island of Key West.
- That the survey shows any significant observations not otherwise disclosed.

To Bank of America, N.A., as Administrative Agent for certain Lenders, J.W. Key West 1, LLC, a Florida limited liability company, J.W. Key West 2, LLC, a Florida limited liability company, J.W. Key West 3, LLC, a Florida limited liability company, RFA Key West LLC, a Florida limited liability company, RFA Key West 2, LLC, a Florida limited liability company, RFA Key West 3, LLC, a Florida limited liability company, AVA Key West LLC, an Illinois limited liability company, J.W. Key West LLC, an Illinois limited liability company, and RFA Key West LLC, an Illinois limited liability company (collectively as Borrowers); Chicago Title Insurance Company; Greenberg Traurig, P.A.; and J.L. Woods, Ltd.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and indicate items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20(a), and if buildings are located on the land, optional items 7(a), 7(b)(1), 7(c) and 9, and 10(a), of Table A thereof. The field work was completed on July 11, 2013.

DATE: **FREDERICK H. HILDEBRANDT**
Professional Land Surveyor & Mapper No. 2743
Professional Engineer No. 36810
State of Florida

SURVEYOR'S NOTES:
North arrow based on plot
Reference Bearing: N79° 16' 58" W
± 2" bearings existing elevation
Elevations based on N.C.E.D. 1929 Datum
Bench Mark No. NOS 1982 Elevation: 5.140
Field Work performed on: 7/11/13

Abbreviations:
Sty = Story
R/W = Right-of-Way
F = Found
P = Plat
B = Bearing
D = Deed
M.H.W. = Mean High Water
O.R. = Official Records
Sec. = Section
Twp. = Township
Reg. = Range
N.S. = Not to Scale
C.B. = Centerline
E.L. = Easement Line
P.C. = Point of Curvature
P.T. = Point of Tangency
P.O.B. = Point of Beginning
P.P. = Plat Book
page
Elev. = Elevation
Tel. = Telephone
Encl. = Encroachment
O.L. = Old Line
C.L. = Chain Link Fence

Overhead
u/g = Underground
F.F. = Finish Floor Elevation
L.B. = Low Beam
R. = Railroad
I. = Irrigator
cove. = concrete
I.P. = Iron Pipe
I.B. = Iron Bolt
B. = Bolt
C.B. = Concrete Block
cov'd. = Covered
P.I. = Point of Intersection
R. = Radius
A = Arc (Length)
D = Delta, (Central angle)
W.M. = Water Meter
B. = Borehole
Fl. = Flange
Hyd. = Hydraulic
F.V. = Fire Valve
A/C = Air Conditioner
C.L. = Chain Link Fence

Schedule B-2 Exceptions

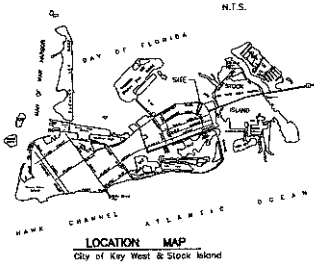
Item	Description	Not Platifiable
1	Defects, liens, adverse claims	Not Platifiable
2	Liens or other encumbrances for 2013 or later	Not Platifiable
3	Standard Exceptions Exemptions, boundary line dispute, overlaps	See Survey
4	Rights or claims of parties in possession not shown by the public records	Not Platifiable
5	Any lien or right to a lien	Not Platifiable
6	Liens or encumbrances which are not shown as existing liens	Not Platifiable
7	Any claim of ownership, lands of the State of Florida	Not Platifiable
8	Any lien proven by County Ordinance or by Chapter 199, F.S. Statutes	Not Platifiable
9	Easement to the Utility Board of City of Key West O.R. Book 588, Page 252 (Parcel 1)	See such surveys with respect to such other parcels (Borrower Easement)
10	Easement to the Utility Board of City of Key West O.R. Book 601, Page 547 (Parcel 1)	See such surveys with respect to such other parcels
11	State Law under Chapter 76-130 & Chapter 278.02, Code for Land Planning for the Fl. Keys O.R. Book 888, Page 43, O.R. Book 1788, Page 1237 (on to all parcels)	Not Platifiable
12	City of Key West, Rule 27F-15, Section 180.05, Florida Statutes, Feb. 7, 1984 eff. Feb. 28, 1984 O.R. Book 306, Page 200, Area of Critical Concern, (on to all parcels)	Not Platifiable
13	City Ordinance No. 81-43, amnd. 82-5, assessment for collection of waste (on to all parcels)	Not Platifiable
14	City Ordinance, Section 74, assessment for sewer charges (on to all parcels)	Not Platifiable
15	Terms, Conditions, and other matters, in Lease dated Jan. 2, 1998, recorded in O.R. Book 1521, Page 1338 (on to Parcel 1)	Not Platifiable
16	Grant of Easement for UG Cable, O.R. Book 1366, Page 274 (on to Parcel 1)	Not Platifiable
17	Reservations recorded in Deed Book G-45, Page 322 or to an easement material (on to Parcels 2, 3, 4, 5, and Parcels A through E)	See such surveys with respect to such other parcels
18	Grant of Easement to Tompco, O.R. Book 2241, Page 2038 (Parcel 3)	See such surveys with respect to such other parcels
19	Easement to Utility Board of Key West, O.R. Book 1780, Page 862 (Parcel 3)	N/A
20	Easements and conditions in O.R. Book 847, Page 1674 (Parcel 4)	See Survey
21	Grant of Easement for UG Cable, O.R. Book 1366, Page 274 (Parcel 4)	See Survey, Easement
22	Easement Agreement in City of Key West, O.R. Book 1778, Page 188 (Parcel 4)	See Survey, Easement
23	Lease dated April 1, 1985 between Couch Tour Train, Inc. & Herb Corp., O.R. Book 1500, Page 2181 (Parcel 4)	Not Platifiable
24	Easement to Worlock, Inc., O.R. Book 180, Page 500 (Parcel 4)	See Survey, Easement
25	Easement to Utility Board of Key West, O.R. Book 432, Page 578 (Parcel 5)	See such surveys with respect to such other parcels
26	Resolution No. 05-058, O.R. Book 2470, Page 119 assigned for Key West Resort and Conference Center, O.R. Book 2581, Page 58 (all parcels)	Not Platifiable
27	Attainable Housing Restrictions in O.R. Book 2427, Page 278 & Consent Agreement in O.R. Book 2427, Page 285	Not Platifiable
28	Intentionally Deleted	N/A
29	Colten's Agreement with J.W. Key West 2, RFA Key West 2 LLC, and J.W. Key West 3 LLC in O.R. Book 2581, Page 113 (Parcel 5)	Not Platifiable
30	Interest of KMD, Inc., O.R. Book 2448, Page 1527 (Parcel 5)	Not Platifiable
31	Reservations for Trustees of the Informal Improvement Fund, Deed Book G-45, Page 315 (Parcel A through E)	Not Platifiable
32	Reservation of 30' easement O.R. Book 87, Page 37 (Parcel A through E)	See such surveys with respect to such other parcels
33	Easement for Worlock, Inc., O.R. Book 190, Page 250 (Parcel A through E)	See such surveys with respect to such other parcels
34	Easement for Utility Board of Key West, O.R. Book 501, Page 687 (on to Parcel 1)	See such surveys with respect to such other parcels
35	Easement for Utility Board of Key West, O.R. Book 1148, Page 218 (Parcels A-E)	See such surveys with respect to such other parcels
36	Easement for RFA, O.R. Book 1662, Page 1453 (Parcels A through E)	See such surveys with respect to such other parcels
37	Easement for City of Key West, O.R. Book 1662, Page 2168 (Parcels A-E)	See such surveys with respect to such other parcels
38	Easement between Island Hotel Ventures, Ltd. & City of Key West, O.R. Book 1668, Page 2197 (Parcel A through E)	See such surveys with respect to such other parcels
39	Easement to Comcoast, O.R. Book 2287, Page 2104 (Parcel A through E)	Not Platifiable
40	Parishville Agricultural Commodities Act, Packers & Stockyard Act, or similar	Not Platifiable
41	Any rights of the U.S. over artificially deep sands	Not Platifiable
42	Colten's Agreement with J.W. Key West LLC, AVA Key West LLC, J.W. Key West 1 LLC, RFA Key West LLC, O.R. Book 2581, Page 176 (Parcel A-E)	Not Platifiable
43	Any pending encumbrance of the land or proceeds of the land	Not Platifiable
44	1997-1 Financing Statement, O.R. Book 2504, Page 259 (Parcel 5)	Not Platifiable
45	2001-1 Financing Statement, O.R. Book 2555, Page 1 (Parcel 5)	Not Platifiable

ADDITIONAL NOTES:
Zoning: CC - General Commercial
FIRM: 22016E, Panel 1509 K
Zone AE Elevation 5' and 9' 2/18/05
Sublot(s): 50
Front & Rear: 50'
Setback shown per new Property Lines
Note: all structures were built with the old property lines, which encroached an additional 7.5' onto U.S. H 1)
Area: 78,445 sq. ft.
1,802 Acres
Parking: 117 Spaces

7/25/13 Updated
J.L. WOOD, LTD. - Welcomer Center
1840 North Roosevelt Blvd., Key West, FL
Date: 7/25/13
Scale: 1"=30'
Date: 7/25/13
7/25/13
7/25/13

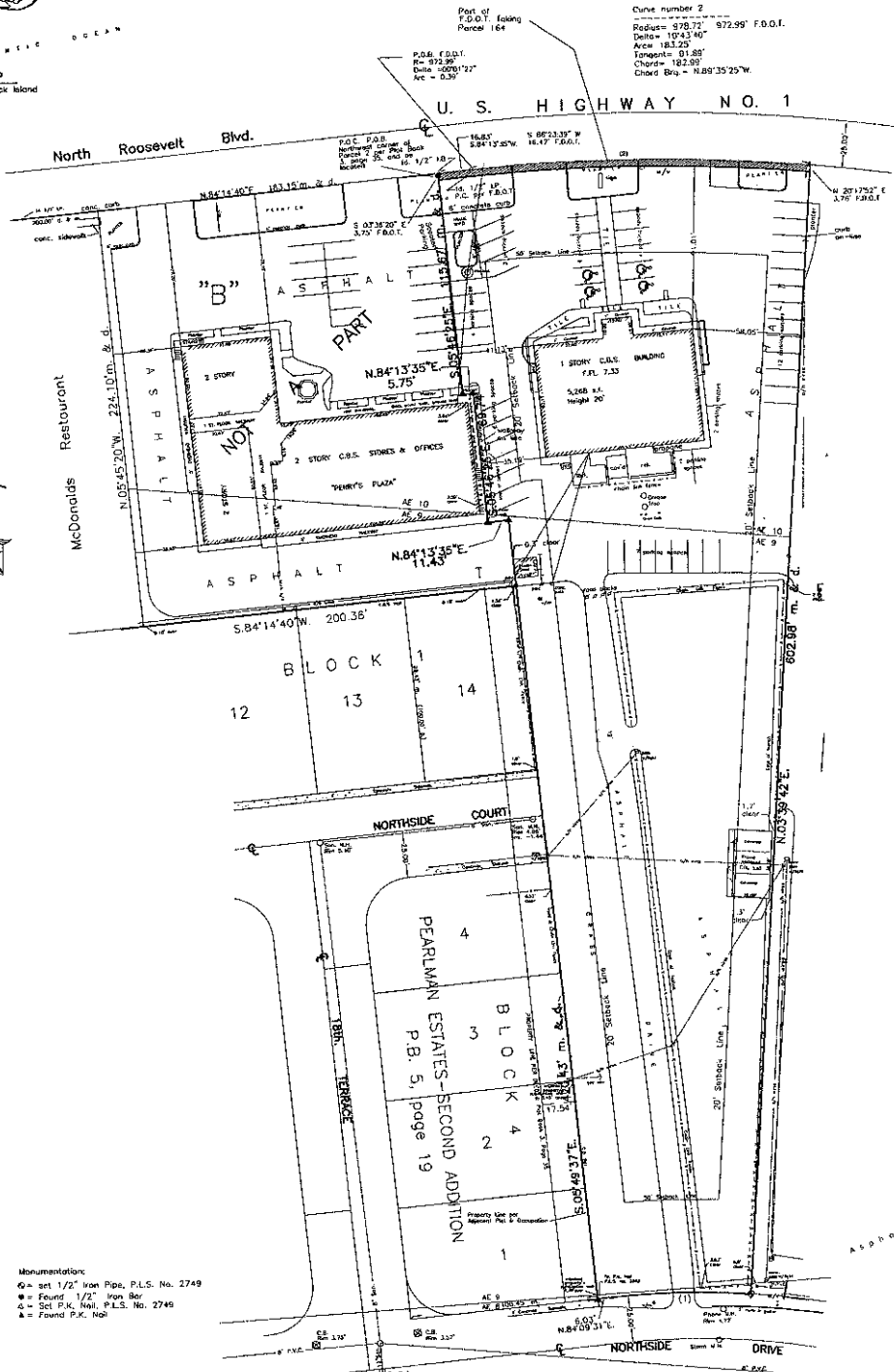
Drawn By: J.L. Wood	Checked By: J.L. Wood
Field Notes: 100% Complete	Field Notes: 100% Complete
Field Book: 100% Complete	Field Book: 100% Complete
Field Notes: 100% Complete	Field Notes: 100% Complete

ISLAND SURVEYING, INC.
ENGINEERS PLANNERS SURVEYORS
2013 Registered Professional Engineer
2013 Registered Professional Surveyor
P.O. Box 111, Key West, FL 33440
(305) 283-0464
Fax: (305) 283-1313
www.islandsurveying.com



LOCATION MAP
City of Key West & Stock Island

(24)
Measured
F.D.O.T.
#4-98824
Note: F.D.O.T. Legal of Parcel 164 also covers adjacent parcel 3



SURVEYOR'S NOTES:
North arrow based on (24)
Reference Bearing: R/W No. Roosevelt Blvd, per deeds
Elevations based on N.C.V.D. 1929 Datum
Benchmark Nos: NOS 1982 Elevation: 5.1440
Field Work performed on: 7/11/13

Monumentation:
4/4 = set 1/2" Iron Pipe, P.L.S. No. 2749
● = Found 1/2" Iron Bar
4 = Set P.K. Nail, P.L.S. No. 2749
▲ = Found P.K. Nail

- Abbreviations:**
- Sty = Story
 - R/W = Right-of-Way
 - Fd. = Found
 - P. = Plat
 - m. = Measured
 - C. = Chain
 - M.H.W. = Mean High Water
 - O.R. = Official Records
 - Sec. = Section
 - Twp. = Township
 - Rgs. = Range
 - N.T.S. = Not to Scale
 - C. = Containing
 - Elev. = Elevation
 - B.M. = Bench Mark
 - P.C. = Point of Curvature
 - P.T. = Point of Tangency
 - P.O.C. = Point of Commencement
 - P.O.B. = Point of Beginning
 - P.B. = Plat Book
 - pg. = page
 - Elev. = Elevation
 - Tel. = Telephone
 - Encl. = Encroachment
 - O.L. = On Line
 - O/H = Overhead
 - U/G = Underground
 - F.T.E. = Finish Top Elevation
 - L.B. = Low Beam
 - Rad. = Road
 - Ir. = Irregular
 - conc. = concrete
 - C.B. = Concrete Block
 - C.B.S. = Concrete Block Shacco
 - cov. = Covered
 - P.I. = Point of Intersection
 - wd. = Wood
 - R. = Radius
 - A. = Arc (Length)
 - D. = Dials (Central angle)
 - w.m. = Water Meter
 - Bal. = Balcony
 - Fl. = Floor
 - Hydr. = Fire Hydrant
 - F.W. = Fire Well
 - A/C = Air Conditioner
 - C.L.F. = Chain Link Fence

Curve number 1
Radius = 438.06'
Delta = 07°25'38"
Arc = 76.38'
Tangent = 38.24'
Chord = 76.19'
Chord Brg = 5.88°45'57"E.

A. WOOD, LTD - Restaurant 3800 North Roosevelt Blvd., Key West, FL			
BOUNDARY SURVEY			
Date: 1-1-30	Scale: 1"=30'	Plot Scale: 1"=20'	Drawn By: R.H.R.
Date: 6/27/05	Revised: 6/27/05	Plot Scale: 1"=20'	Drawn By: R.H.R.
7/7/06 Update: corr. bearing, site survey			
7/25/13 Update			
1/7/2018 Update: corr. bearing, site survey			

ISLAND SURVEYING INC.
ENGINEERS PLANNERS SURVEYORS
3415 Sandbar Drive
Key West, FL 33040
(305) 263-0444
Fax: (305) 263-0217
www.islandsurveying.com
Lic. No. 7200

SURVEYOR'S CERTIFICATE

Parcel 2, Restaurant:

On the Island of Key West, Monroe County, Florida, and being a part of the lands formerly owned by the Key West Improvement, Inc. and being more particularly described as follows: Beginning at the Northwest corner of Parcel Number Two (2) as shown on the Plat of Survey of Lots on Island of Key West, Monroe County, Florida, recorded in Plat Book 3, at Page 35, of Monroe County Official Records, said corner being that established by John P. Goggin, thence South 05° 46' 25" East, a distance of 119.42 feet; thence North 84° 13' 35" East, a distance of 5.75 feet; thence South 05° 46' 25" East, a distance of 69.74 feet; thence North 84° 13' 35" East, a distance of 114.43 feet; thence South 05° 49' 37" East, a distance of 420.43 feet to the Northern right of way line of Northside Drive; thence North 84° 09' 31" East, a distance of 6.03 feet to a point on a curve to the right, having a radius of 438.06 feet; a central angle of 09° 58' 38"; a longest length of 38.24 feet, a chord bearing of South 84° 46' 57" East and a chord length of 76.19 feet; thence along the arc of said curve, an arc length of 76.28 feet to the end of said curve; thence leaving the said Northern right of way line of Northside Drive, North 03° 35' 42" East, a distance of 606.74 feet to the Southern right of way line of North Roosevelt Boulevard (State Road No. 5) and to a point on a curve to the left, having a radius of 978.72 feet, a central angle of 10° 43' 40"; a longest length of 91.89 feet, a chord bearing of North 89° 35' 25" West, and a chord length of 192.99 feet; thence along the arc of said curve, an arc length of 193.25 feet to the point of tangency of said curve; thence South 84° 13' 35" West, a distance of 16.83 feet back to the Point of Beginning.

LESS such portion of the following Parcel 164 affecting Parcel 2, described above:

Parcel 164

CA Parcel of Parcel #3, Non-0006540-000000 with a property address of 3900 N. Roosevelt (E) Nelson De Page Property) and, and 00065530000000 with a property address of 3820 N. Roosevelt Blvd (Roussion Inc Property)

On the Island of Key West, Monroe County, Florida being a portion of that certain Exception Area from Parcel 3 of Plat of Survey (on two sheets) Part of Lands Formerly owned by Key West Improvement, Inc., according to the plat thereof, as recorded in Plat Book 3, at Page 35, of the Public Records of Monroe County, Florida, and a portion of Parcel 2 in Plat of Survey of Lots on Island of Key West, Monroe County, Florida, recorded in Plat Book 3, at Page 35, of the Public Records of Monroe County, Florida, more particularly described as follows: Beginning at the Point of Intersection of the Eastern line of the previously described Exception Area and the Eastern Southern Right-of-Way line of State Road No. 5, North Roosevelt Boulevard.

Bounded on the north by the Florida Department of Transportation Right-of-Way map for State Road No.5, Section 9901A, said Point also being that certain Corner established by John P. Goggin as shown on the above mentioned Plat of Parcel 3 of Survey (on two sheets) Part of Lands Formerly owned by Key West Improvement, Inc., said point also being on a circular curve to the South, and said point bears N 02° 14' 56" W from the center of said curve, thence West, along the arc of said curve to the left, and along the Existing Southern Right-of-Way line of said State Road No. 5, North Roosevelt Boulevard, a distance of 97.29 feet and a central angle of 00° 19' 27" for a distance of 0.39 feet to the point of tangency; thence S 86° 13' 39" W, along the Existing Southern Right-of-Way line of said State Road No. 5, North Roosevelt Boulevard, for a distance of 16.47 feet; thence S 12° 32' 20" E, departing the previously described Right-of-Way line, for a distance of 3.75 feet to a point on a low parallel with said 3.75 feet Southern of, as measured at right angles, the Existing Southern Right-of-Way line of said State Road No. 5, North Roosevelt Boulevard; thence N 02° 14' 56" E along the previously described line, for a distance of 16.47 feet to a point of curvature of a circular curve concave to the South, said curve starts bearing 3° 17' South of and commences with the Existing Southern Right-of-Way line of said State Road No. 5, North Roosevelt Boulevard, thence Northwest, along the arc of said curve to the right, having a radius of 563.24 feet and a central angle of 28° 27' 39" for a distance of 481.45 feet; thence N 20° 17' 52" E, departing the previously described curve, for a distance of 3.76 feet to a point on a low parallel with said 3.76 feet Southern of, as measured at right angles, the Existing Southern Right-of-Way line of said State Road No. 5, North Roosevelt Boulevard, said point also being on a circular curve concave to the South and said point bears N 24° 50' 15" E from the center of said curve; thence Northwest, along the previously described Right-of-Way line, and along the arc of said curve to the left, having a radius of 972.99 feet and a central angle of 28° 25' 13" for a distance of 482.63 feet to the Point of Beginning.

Containing 1,870 sq.ft, more or less.

1. That the survey was made on the ground and is correct.
2. That the survey shows a complete legal description of the Parcel 2 as described in the Chicago Title Insurance Company Commitment No. 208431 associated in Note 2 below and any amendments thereto to the land necessary for access or utilities and an indication of the total acre or square foot area of the land.
3. That the survey shows the location of the perimeter of the subject property by courses and distances and all lines described by reference to the line of another piece of property.
4. That all field measurements on the survey are balanced, both as to angles and distances, so as to provide a mathematical closure; that the survey shows the point of beginning, if applicable, both of bearings, assumed or otherwise, the scale and a north arrow; that the survey shows the following information for any curve: length of arc, radius, central angle and bearing to the radius point from the beginning and end points of the curve.
5. That the survey shows the location of all easements and rights-of-way, including all easements and rights-of-way shown as exceptions on Chicago Title Insurance Company commitment for file and recorded in Chicago Title Insurance Company Commitment No. 208431 dated May 01, 2013 at 11:00 a.m. That the survey shows the location of all easements referred to in the title binder, showing the book and page of recording of all easements on the survey, and stating that all easements are located pursuant to the book and page of the recorded easements.
6. That the survey shows established building lines and setbacks, height and bulk restrictions of record or imposed by applicable zoning or building codes (in addition to those recorded in subdivision maps) and the location of any other restrictions.
7. That the survey shows all dedicated public streets, easements or rights-of-way providing access to the land, and whether such access is paved to the property line of the land and that the width of all of the foregoing are indicated.
8. That the survey shows lines of streets abutting the subject property and the width thereof, and the ingress and egress to the subject property is provided by North Roosevelt Blvd., (U.S. Highway 1) (State Road No. 5), the same being a dedicated public right-of-way maintained by the Island of Key West, and the State of Florida.
9. That the survey shows encroachments and the extent thereof in feet and inches (if applicable) upon the subject property, including, but without limitation, over, under or across buildings, easements and encroachments either way across the boundary lines of the subject property (or if any improvements located upon the land encroach upon other lands).
10. That the survey shows the exterior dimensions of all buildings at ground level and the square footage of the exterior footings of all buildings or grass floor area of all buildings or ground level and the height of all buildings above grade at a defined location, if applicable.
11. That the survey shows all substantial, visible improvements (in addition to buildings) such as trees, parking areas or structures, swimming pools, tennis courts, etc.
12. That the survey shows all parking areas on the subject property and the street lines.
13. That the survey shows all building areas and, if striped, the striping and the type (e.g., handicapped, motorcycle, regular, etc.) and number of parking spaces, if applicable.
14. That the survey shows the location of all easements necessary to bring utilities to the property, together with the location of all utilities (i.e., sewer, water, electric, telephone and gas service) serving or existing on the property as evidenced by on-site observation or as determined by records provided by agent, utility companies and other appropriate sources (with reference as to the source of information) (see examples: (a) railroad tracks and sidings; (b) water and cables (including their function) crossing the surveyed premises, of poles on or within ten feet of the surveyed premises, and the dimensions of all crossings or overhangs affecting the surveyed premises; and (c) utility company easements on the surveyed premises).
15. That the survey shows the location of all matters affecting the land, including fences, pipelines and streams.
16. That the survey shows all observable evidence of earth moving work, building construction or building additions within recent months.
17. That the survey shows all observable evidence of site use as a solid waste dump, dump or sanitary landfill.
18. That if the subject property is described as being on a field map or plat, a legend relating the survey to said map or plat is on the survey.
19. That the survey shows any coastal body of water or navigable waterway within 150 feet of the subject property, if applicable.
20. That the survey shows all applicable coastal construction lines, bulkhead lines, mean high water marks and erosion control lines must be shown on the survey or a statement contained therein that same do not lie within the boundary of the subject property.
21. That the subject property does not serve any adjoining property for drainage, ingress or egress or any other purpose, except as shown on the survey.
22. That the subject property is within special flood hazard area 120168N, Panel 1509 K, AF, Elevation 5', dated 7/19/05 as shown in the most recent Flood Hazard Boundary Maps prepared by the Department of Housing and Urban Development.
23. That the Subject Property is zoned General Commercial under zoning codes of the Island of Key West.
24. That the survey shows any significant observations not otherwise disclosed.

Schedule B-2 Exceptions

Description	Plat	Not Plat
1. Taxes or other assessments for 2013 or later	Not Plat	Not Plat
2. Easements, Encroachments, Encumbrances, boundary line disputes, judgments, judgments	See Survey	Not Plat
3. Situations, Encroachments, Encumbrances, boundary line disputes, judgments, judgments	Not Plat	Not Plat
4. Rights or claims of parties in possession not shown by the public records	Not Plat	Not Plat
5. Any lien or right to a lien	Not Plat	Not Plat
6. Taxes or assessments which are not shown as existing liens	Not Plat	Not Plat
7. Any claim of non-payment of the State or local taxes	Not Plat	Not Plat
8. Any lien prohibited by law	See such surveys with respect to such other parcels	Not Plat
9. Assessment to the Utility Board at City of Key West O.R. Book 558, Page 252 (Parcel 1)	See such surveys with respect to such other parcels	Not Plat
10. Assessment to the Utility Board of City of Key West O.R. Book 601, Page 547 (Parcel 1)	See such surveys with respect to such other parcels	Not Plat
11. State Law under Chapter 76-190 & Chapter 279-02, Code for Land Planning for the FL West Key Book 668, Page 4, O.R. Book 1798, Page 1257 (as to all parcels)	Not Plat	Not Plat
12. City of Key West, Rule 277-15, Section 380.05, Florida Statutes, Feb. 7, 1984, eff. Feb. 26, 1984, O.R. Book 900, Page 200, Area of Ordinance	Not Plat	Not Plat
13. City Ordinance No. 81-43, and, 82-5, assessment for collection of waste (as to all parcels)	Not Plat	Not Plat
14. City Ordinance Section 74, assessment for sewer charges (as to all parcels)	Not Plat	Not Plat
15. Terms, Conditions, and other matters, in Lease dated Jan. 2, 1986, recorded in O.R. Book 1374, Page 1338 (as to Parcel 1)	Not Plat	Not Plat
16. Grant of Easement to DDI Cable, O.R. Book 1750, Page 224 (as to Parcel 1)	See Survey, Blotter Easement	Not Plat
17. Matters contained on the Plat of Survey, P.B. 3, Page 35 (as to parcels 2, 3, 4 and 5)	See Survey	Not Plat
18. Easement to the City of Key West, FL, recorded in O.R. Book 179, Page 29 (as to Parcel 2, 3, 4 and 5)	See Survey	Not Plat
19. Easement to the Utility Board of the City of Key West, FL, recorded in O.R. Book 218, Page 9 (as to Parcel 2, 3, 4 and 5)	Blotter Easement	Not Plat
20. License License from DDI Cable, O.R. Book 1750, Page 224 (as to Parcel 1)	See Survey	Not Plat
21. Reservations recorded in Deed Book C-45, Page 322 as to all reasonable matters (as to parcels 2, 3, 4, 5, and Parcel A through E)	Not Plat	Not Plat
22. Easement to Utility Board of Key West, O.R. Book 2243, Page 2038 (Parcel 3)	See such surveys with respect to such other parcels	Not Plat
23. Easements and conditions in O.R. Book 218, Page 1074 (Parcel 4)	See such surveys with respect to such other parcels	Not Plat
24. Grant of Easement to DDI Cable, O.R. Book 1750, Page 224 (as to Parcel 1)	See such surveys with respect to such other parcels	Not Plat
25. Easement Agreement in City of Key West O.R. Book 1778, Page 198 (Parcel 4)	See such surveys with respect to such other parcels	Not Plat
26. Lease dated April 1, 1985 from Coach Tour Train, Inc. A Horitz Corp., O.R. Book 1300, Page 2185 (Parcel 4)	Not Plat	Not Plat
27. Easement to Monroe, Inc. O.R. Book 180, Page 550 (Parcel 4)	See such surveys with respect to such other parcels	Not Plat
28. Easement to Utility Board of Key West, O.R. Book 442, Page 578 (Parcel 5)	See such surveys with respect to such other parcels	Not Plat
29. Resolution No. 09-088, O.R. Book 2410, Page 119 assigned for Key West Board and Conference Center, O.R. Book 2381, Page 56 (Parcels A-E)	Not Plat	Not Plat
30. Affordable Housing Restrictions in O.R. Book 2424, Page 279 & Consent Agreement in O.R. Book 2427, Page 286	Not Plat	Not Plat
31. Intentionally Deleted	N/A	Not Plat
32. Contingency Agreement between Key West LLC, RFA Key West II LLC, and JL Key West II LLC in O.R. Book 2581, Page 113 (Parcel 5)	Not Plat	Not Plat
33. Interest of KWD, Inc., O.R. Book 2581, Page 1527 (Parcel 5)	Not Plat	Not Plat
34. Reservations for Features of the Internal Improvement Fund, Deed Book C-15, Page 221 (Parcels A through E)	See such surveys with respect to such other parcels	Not Plat
35. Reservation of 30' easement, O.R. Book 82, Page 13 (Parcels A through E)	See such surveys with respect to such other parcels	Not Plat
36. Easement for Monroe, Inc. O.R. Book 180, Page 550 (Parcels A through E)	See such surveys with respect to such other parcels	Not Plat
37. Easement for Utility Board of Key West, O.R. Book 218, Page 6 (Parcels A-E)	See such surveys with respect to such other parcels	Not Plat
38. Easement for City of Key West, O.R. Book 501, Page 687 as subdivided in O.R. Book 504, Page 1222 (Parcels A through E)	See such surveys with respect to such other parcels	Not Plat
39. Easement for Utility Board of Key West, O.R. Book 1146, Page 118 (Parcels A-E)	See such surveys with respect to such other parcels	Not Plat
40. Easement for Utility Board of Key West, O.R. Book 1146, Page 118 (Parcels A-E)	See such surveys with respect to such other parcels	Not Plat
41. Easement for Utility Board of Key West, O.R. Book 1146, Page 118 (Parcels A-E)	See such surveys with respect to such other parcels	Not Plat
42. Easement for Utility Board of Key West, O.R. Book 1146, Page 118 (Parcels A-E)	See such surveys with respect to such other parcels	Not Plat
43. Easement for Utility Board of Key West, O.R. Book 1146, Page 118 (Parcels A-E)	See such surveys with respect to such other parcels	Not Plat
44. Easement for Utility Board of Key West, O.R. Book 1146, Page 118 (Parcels A-E)	See such surveys with respect to such other parcels	Not Plat
45. Easement for Utility Board of Key West, O.R. Book 1146, Page 118 (Parcels A-E)	See such surveys with respect to such other parcels	Not Plat
46. Any rights of the USA over artificially filled lands	Not Plat	Not Plat
47. Contingency Agreement between Key West Hotel LLC, RFA Key West III, JL Key West III LLC, RFA Key West III LLC, O.R. Book 2581, Page 126 (Parcels A-E)	Not Plat	Not Plat
48. Pending discharge of the full proceeds of the loan	Not Plat	Not Plat
49. UO-1 Financing Statement, O.R. Book 2584, Page 2409 (Parcel 5)	Not Plat	Not Plat
50. UO-1 Financing Statement, O.R. Book 2585, Page 1 (Parcel 5)	Not Plat	Not Plat

DATED: _____
FREDERICK H. HILDEBRANDT
Professional Land Surveyor & Mapper No. 2748
Professional Engineer No. 36910
State of Florida

ADDITIONAL NOTES:
Zoning: C-2 General Commercial
FILE: 120168, Panel 1509 K
2nd Edition 8 and 9
7/19/05
Setbacks:
Front 10 Feet
Side 5 Feet
Rear 20 Feet
(Setbacks shown per new Property Lines
however, all structures were built with
the old property lines, which obtained
an additional 7'5" onto U.S. No. 1)
Area: 82,627.57
1.90 ± Acres

Parking: 40 Spaces
& Handicapped Spaces

7/25/13 Issued
J. WOOD, LTD - Restaurant
3900 North Roosevelt Blvd., Key West, FL
BOUNDARY SURVEY
Scale: 1" = 30'
Date: 6/27/06
Book: 1946441
Page: 1453



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

RESOLUTION NO. 07-083

VARIANCE: 3820 N. ROOSEVELT BOULEVARD

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

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

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

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

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

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

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

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

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

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

Section 1. That a variance to OFF-STREET PARKING regulations in the CG, GENERAL COMMERCIAL Zoning District, under the Code of Ordinances of the City of Key West, Florida, is hereby granted as follows to: Sections 108-572(1), (2B), (3), (4), (7), (9) and (10), OF 100 PARKING SPACES FROM THE 989 PARKING SPACES REQUIRED TO THE 889 PARKING SPACES PROPOSED (816 EXISTING), ALLOWING THE SUBSTITUTION 89 BICYCLE PARKING SPACES FOR 89 OF THE 100 PARKING SPACES FOR WHICH THE VARIANCE IS REQUESTED. THE PURPOSE OF THE REQUEST IS TO ALLOW THE CONSTRUCTION OF A HOTEL WITH SPA, RESTAURANT, BAR, TIME SHARE UNITS, EMPLOYEE HOUSING, CONFERENCE SPACE AND RETAIL SPACE, FOR PROPERTY LOCATED AT 3820 N. ROOSEVELT BOULEVARD (THE KEY WEST HOTEL AND CONFERENCE CENTER), KEY WEST, FLORIDA (RE# 00064950-000000, 00065550-000000, 00065530-000000, 00065540-000000, 00065060-000000, 00064940-000000).

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

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

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

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

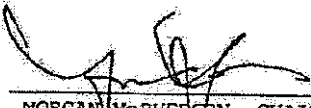
Section 5. That the granting of the variance is conditioned that the applicant maintains the valet parking throughout the life of the development and that the applicant provides a minimum of 89 bicycle parking spaces and 25 scooter parking spaces in lieu of 100 car parking spaces.

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

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

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

Filed with the Clerk on March 19, 2007.


MORGAN MCPHERSON, CHAIRMAN
BOARD OF ADJUSTMENT

ATTEST:


CHERYL SMITH, CITY CLERK

EXHIBIT "C"
2007 DEVELOPMENT PLAN APPROVAL

RESOLUTION NO. 07-164

Doc# 1739689
Bk# 2418 Pg# 179

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

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

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

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

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

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

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

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

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

Authenticated by the presiding officer and Clerk of the Commission on May 7, 2007.

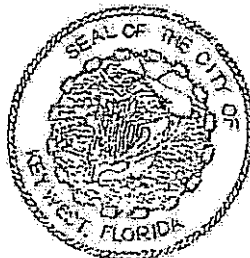
Filed with the Clerk May 2, 2007.


MORGAN MCPHERSON, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK

Doc# 1739689
Bk# 2410 Pg# 180



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

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

By 
Cheryl Smith, City Clerk

PLANNING BOARD RESOLUTION

No. 2007-006

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

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

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

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

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

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

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

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

WHEREAS, the applicant stated they accepted the conditions; and

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

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

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

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


Passed at a meeting held 15 March 2007.

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


Chairman Richard Klitenick
Key West Planning Board

4/16/2007
Date

Affect:


Gall E. Kenson, AICP, Planning Director

21 Apr 07
Date

Filed with the Clerk


Cheryl Smith, City Clerk

4-23-07
Date

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

RESOLUTION NO. 09-059

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

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

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

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

Doc# 1739689 04/27/2009 12:16PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

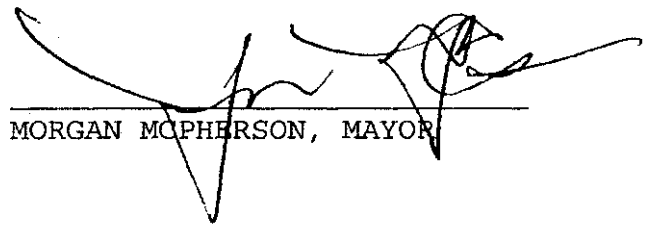
Doc# 1739689
Bk# 2410 Pg# 119

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

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

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

Filed with the Clerk March 4, 2009.



MORGAN MCPHERSON, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK

Prepared by and, after recording,
return to:

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

Doc# 1739689
Bk# 2410 Pg# 121

Parcel ID Numbers 00064950-000000,
00065550-000000, 00065530-000000,
00065540.000000, 00065060-000000,
and 00064949-000000.

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

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

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

Doc# 1739689
Bk# 2410 Pg# 122

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. “Comprehensive Plan” means the City’s Comprehensive Plan in effect on the Effective Date of this Development Agreement.

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

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

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

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

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

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

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

C. TERMS OF AGREEMENT.

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

The legal description of the Property subject to this Development Agreement is attached hereto as Composite Exhibit "A" and incorporated herein by reference. The Owners of the Property as of the date of execution of this Development Agreement are JLW Key West 1, LLC, a Florida

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

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

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

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

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

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

5. **Redevelopment Plan.**

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

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

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

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

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

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

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

6. Conceptual Site Plan; Minor Revisions.

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

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

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

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

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

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

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

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

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

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

9. Traffic Flow; Coordination Regarding Transit Facility.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. All Permits Approved or Needed.

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

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

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

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

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

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

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

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

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

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

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

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

19. Laws Governing.

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

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

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

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

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

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

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

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

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

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

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

21. Breach of Agreement and Cure Provisions.

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

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

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

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

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

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

TO THE OWNER:

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

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

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

TO THE CITY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Remainder of page intentionally left blank]

JRC KEY WEST HOTEL LLC,
an Illinois limited liability company

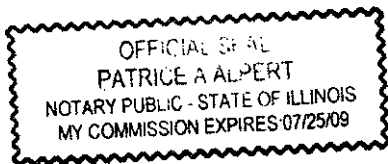
By: RFA Management Company LLC, a
Delaware limited liability company, its manager

March 12, 2009

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

STATE OF Illinois
COUNTY OF Cook

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



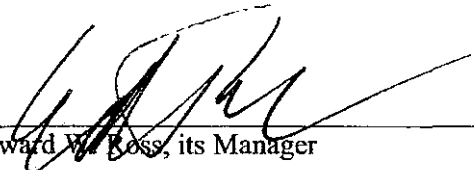
[Signature]
Notary Public
Name PATRICE A. ALPERT
(typed, printed or stamped)
My commission expires: 7-25-09

RFA KEY WEST LLC,
an Illinois limited liability company

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

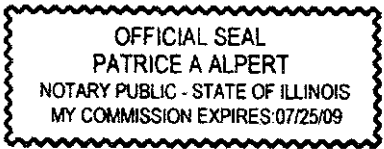
By: RFA Management Company LLC, a Delaware limited liability company, its general partner

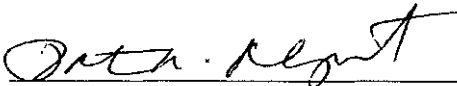
April 12, 2009

By: 
Edward W. Ross, its Manager

STATE OF Illinois
COUNTY OF Cook

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




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

RFA KEY WEST II LLC,
a Florida limited liability company

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

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

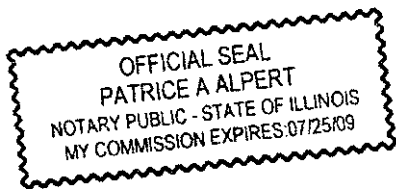
By: RFA Management Company LLC, a Delaware
limited liability company, its General Partner

March 12, 2009

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

STATE OF Illinois
COUNTY OF Cook

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



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

AVA KEY WEST LLC,
an Illinois limited liability company

March 12, 2009

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

STATE OF Illinois
COUNTY OF Cook

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

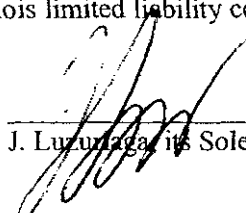


[Signature]
Notary Public
Name PATRICE A. ALPERT
(typed, printed or stamped)
My commission expires: 7-25-09

JL KEY WEST LLC,
an Illinois limited liability company

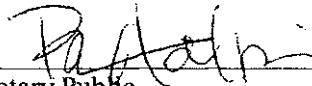
March 6, 2009

By:


J. Luzuriaga, its Sole Member

STATE OF South Carolina
COUNTY OF Charleston

The foregoing instrument was acknowledged before me on this 16th day of March, 2009, by J. Luzuriaga who is personally known to me or who produced _____ as identification, and who did/did not take an oath.


Notary Public

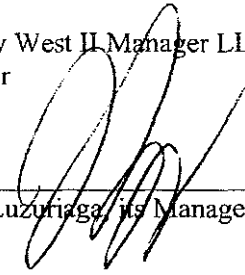
Name Blair M. Halpin
(typed, printed or stamped)

My commission expires: 8/16/2016

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

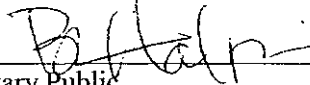
By: JL Key West II Manager LLC,
its Manager

March 10, 2009

By: 
J. Luzuriaga, its Manager

STATE OF South Carolina
COUNTY OF Charleston

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


Notary Public
Name Brianne M. Halpin
(typed, printed or stamped)
My commission expires: 8/16/2010

SH 6, INC.,
a Florida corporation

March 6, 2009, 2009

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

STATE OF FLORIDA
COUNTY OF MONROE

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

[Signature]
Notary Public, State of Florida At Large



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



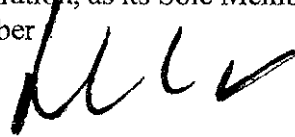
MARTHA A. GALBRAITH

SH 8, LLC,
a Florida limited liability company

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

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

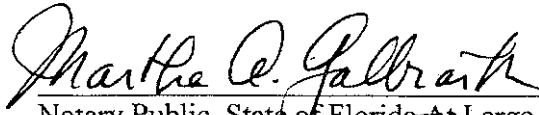
March 6, 2009

By: 

Robert A. Spottswood, President

STATE OF FLORIDA
COUNTY OF MONROE

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




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



JLW Key West 1, LLC,
a Florida limited liability company

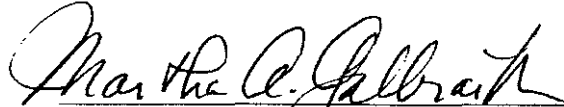
By: SH 7, Inc., a Florida corporation,
its Managing Member

March 6, 2009

By: 
Robert A. Spottswood
President

STATE OF FLORIDA
COUNTY OF MONROE

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


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



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

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

March 6, 2009

By: [Signature]
Robert A. Spottswood
President

STATE OF FLORIDA
COUNTY OF MONROE

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

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

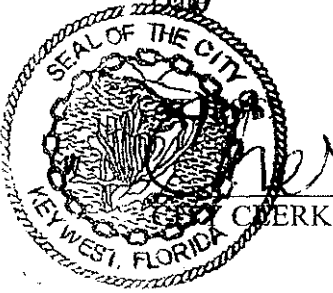


CITY OF KEY WEST

April 13, 2009
Date

By _____

Morgan McPherson
Morgan McPherson, Mayor



Meryl Smith

LIST OF EXHIBITS

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

COMPOSITE EXHIBIT "A"
LEGAL DESCRIPTIONS

Doc# 1739689
Bk# 2410 Pg# 159

Days Inn: 3852 N. Roosevelt Boulevard

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

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

Old Town Key West: 3800 N. Roosevelt

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

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

Radisson Inn: 3820 N. Roosevelt Boulevard

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

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

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

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

Comfort Inn: 3824 N. Roosevelt Boulevard

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

Holiday Inn Key West: 3850 N. Roosevelt Boulevard

Parcel A:

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

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

AND

Parcel B:

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

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

AND

Parcel C:

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

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

AND

Parcel D:

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

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

AND

Parcel E:

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

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

Doc# 1946441
Bk# 2645 Pg# 1512 *

EXHIBIT "B"

CONCEPTUAL SITE PLAN

Doc# 1739689
Bk# 2410 Pg# 164



← EXISTING CONDITIONS
SITE PLAN

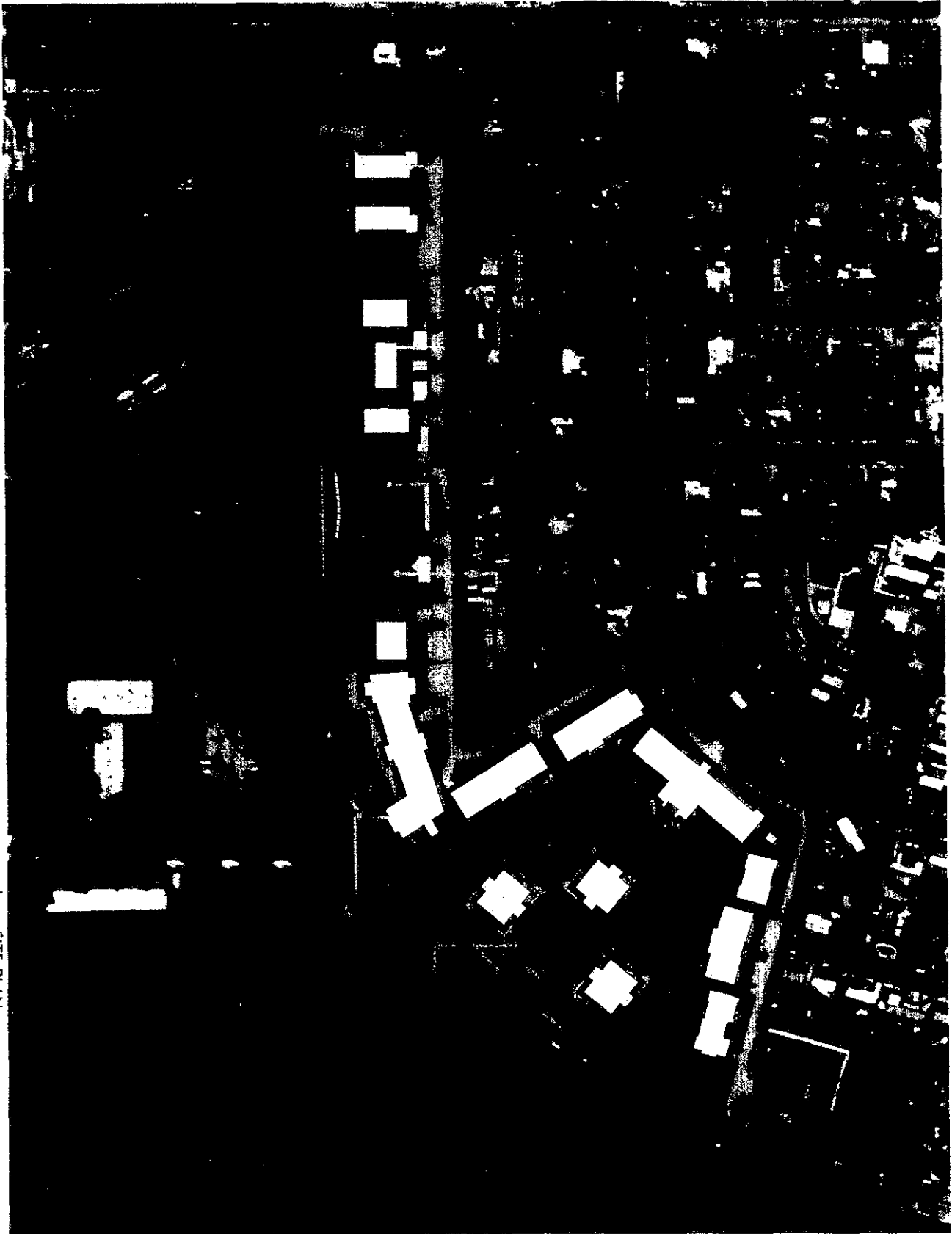
A-07	05-01-07 DMC PRELIMINARY PLANNING BOARD REVIEW FOR ADJUTANT'S PLANNING BOARD CITY COMMISSION DEVELOPMENT PLAN APPROVAL SUPPLEMENT	<p align="center">KEY WEST RESORT & CONFERENCE CENTER</p> <p align="center">3820 NORTH ROOSEVELT BOULEVARD KEY WEST, FLORIDA 33040</p>	
------	--	---	--

Doc# 1946441
Bk# 2645 Pg# 1514*

Doc# 1739689
Bk# 2410 Pg# 166



← SITE PLAN

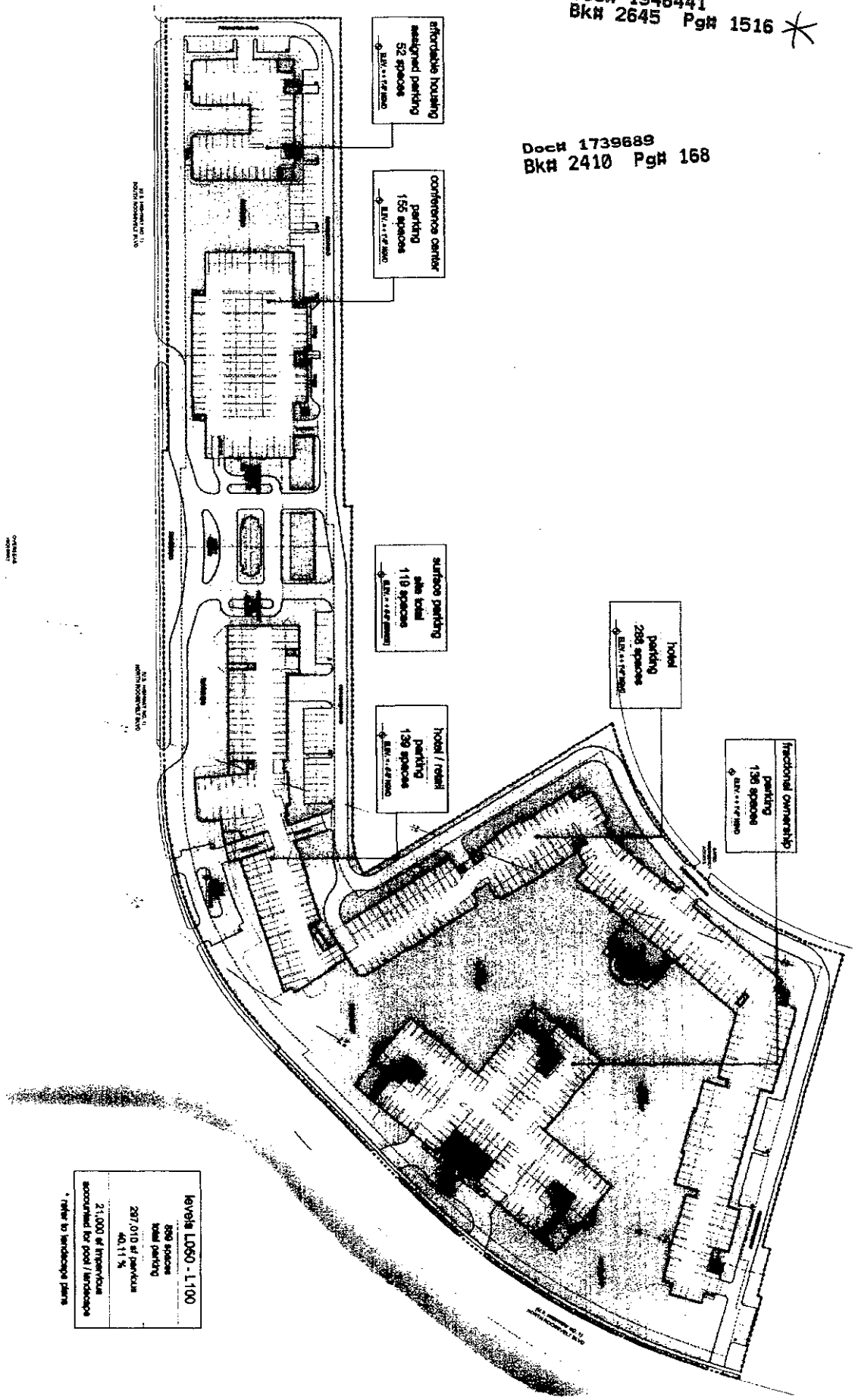


←
SITE PLAN

A-08	2677	05-01-07 LMC	SUBMITTAL
			PLANNING BOARD
DATE OF BOARD MEETING			
APPLICANT'S ADDRESS			
PLANNING BOARD CITY COMMISSION			
DEVELOPMENT PLAN APPROVAL			
SUPPORTING			

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





← SITE PLAN
 LEVELS L050 - L100

SCALE: 1" = 50'

Level L050 - L100	
889 spaces	total parking
287,010 sq ft	total parking
40.11 %	accounted for pool / landscape
* refer to landscape plans	

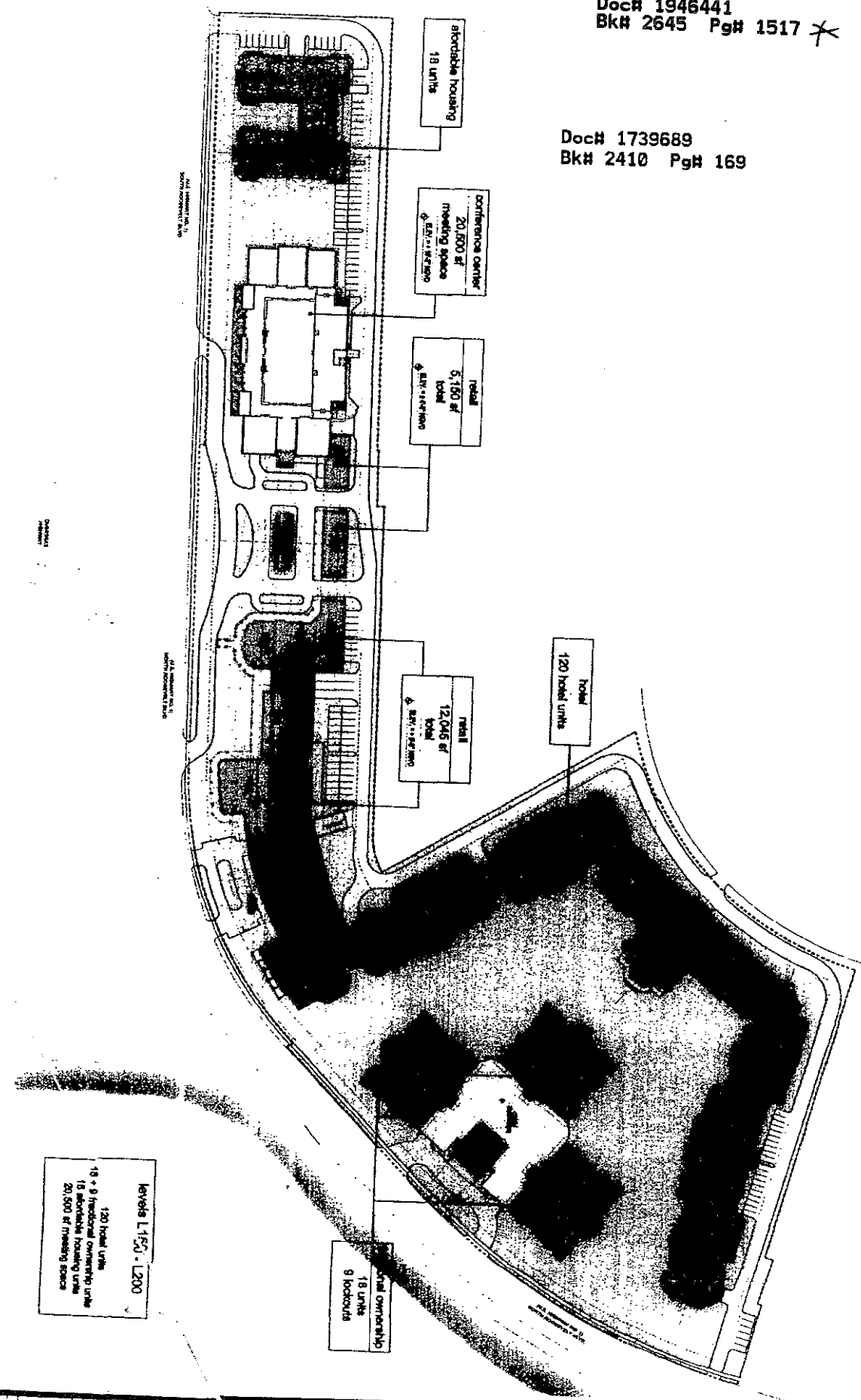
KEY WEST RESORT & CONFERENCE CENTER

3820 NORTH ROOSEVELT BOULEVARD
 KEY WEST, FLORIDA 33040



04-0107
 SUBMITTAL
 PLANNING BOARD
 BOARD OF
 ADJUSTMENTS
 PLANNING BOARD
 CITY COMMISSION
 DEVELOPMENT
 PLAN APPROVAL

2677



↙
 SITE PLAN
 LEVELS L150 - L200

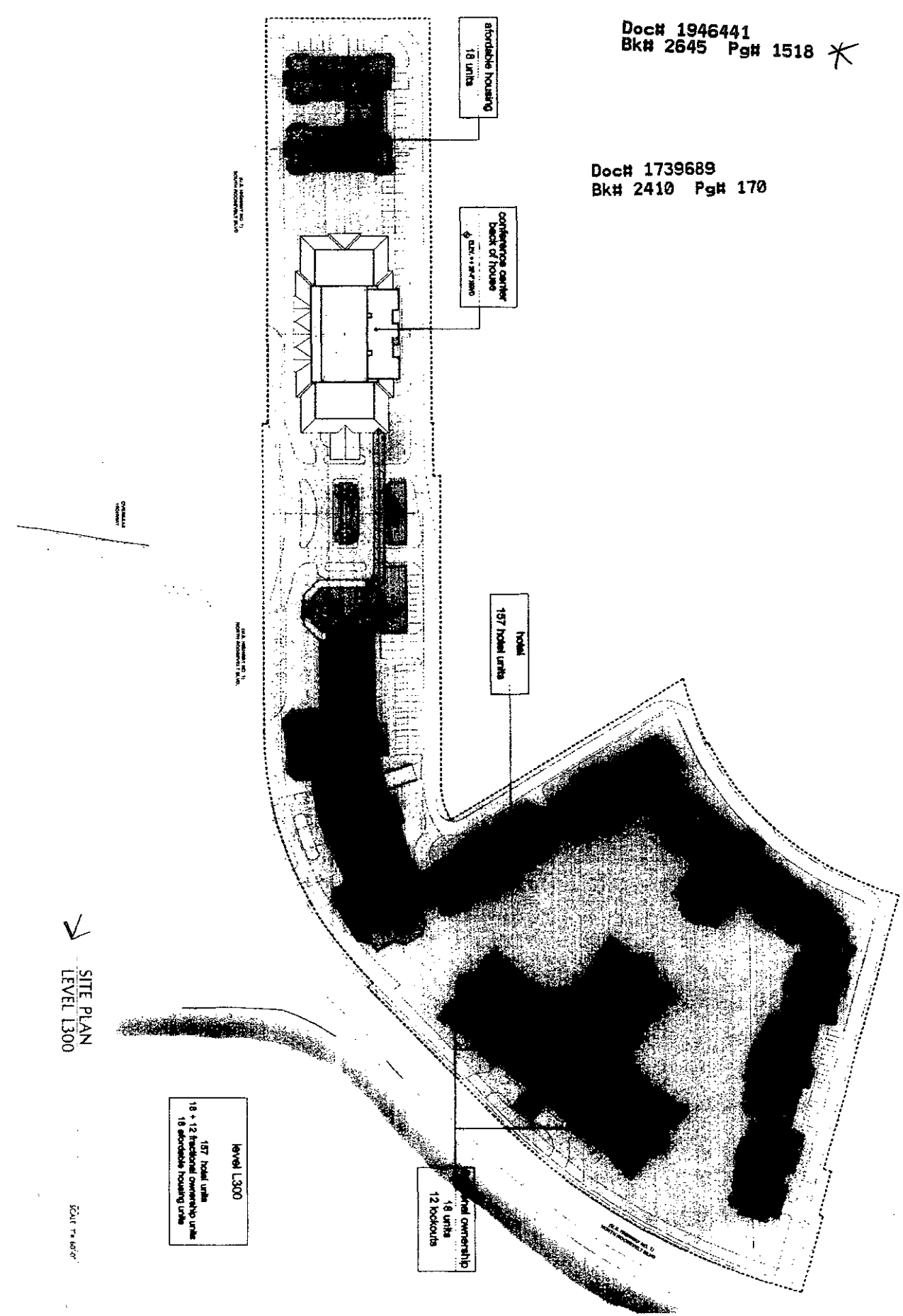
Levels L150 - L200
 120 hotel units
 19 + 9 residential ownership units
 18 affordable housing units
 201,500 sq ft meeting space

retail ownership
 18 units
 9 lockouts

DESIGNED BY
 SKIDMORE OWINGS & MERRILL
 ARCHITECTS
 PLANNING BOARD
 BOARD OF ADJUSTMENT
 PLANNING BOARD
 CITY COMMISSION
 DEVELOPMENT
 PLAN APPROVAL

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





← SITE PLAN
 LEVEL L300

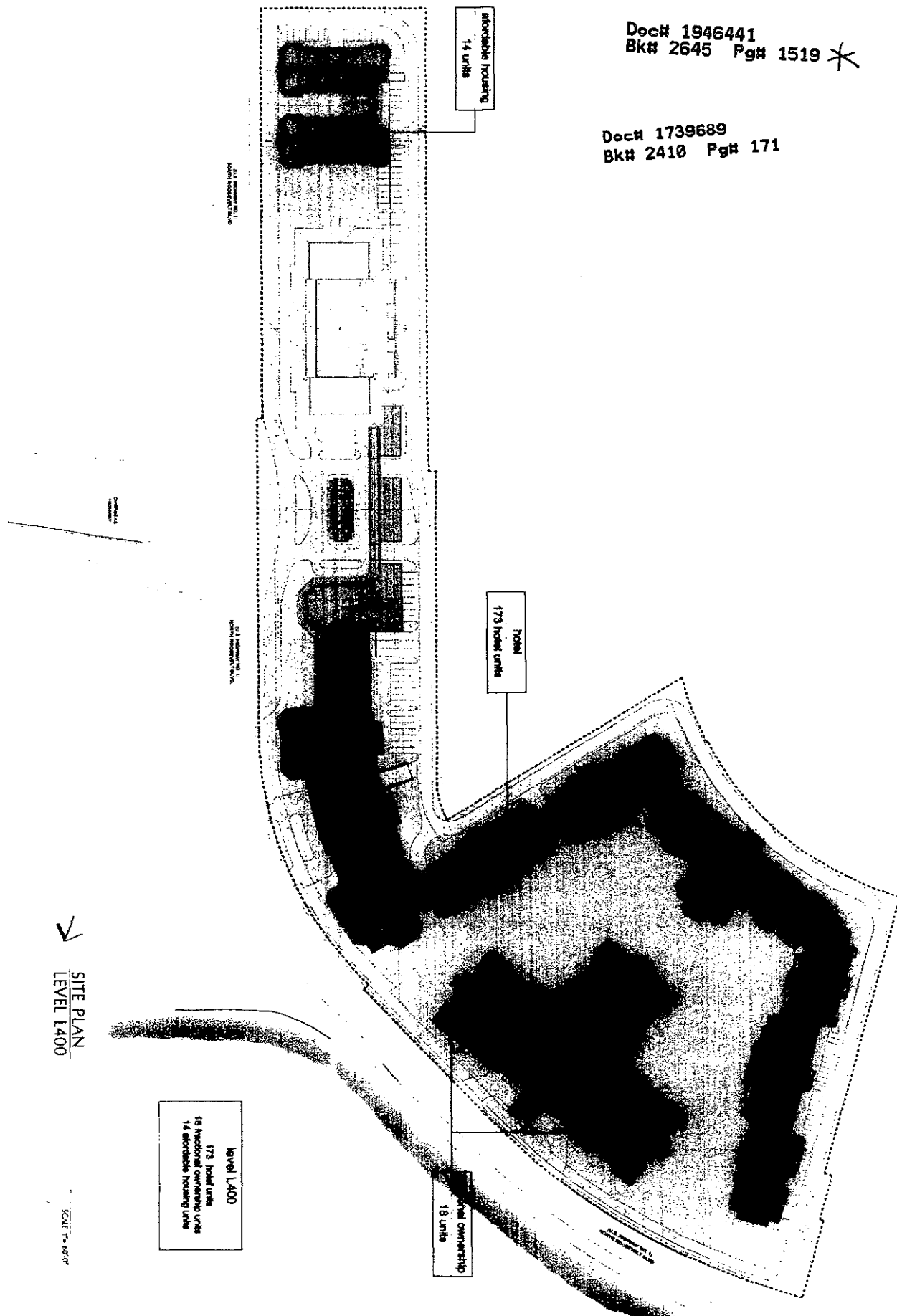
Scale 1/8" = 1'-0"

Level L300
 197 hotel units
 18 + 12 fractional ownership units
 18 affordable housing units

Hotel ownership
 18 units
 12 lockouts

Doc# 1946441
Bk# 2645 Pg# 1519 *

Doc# 1739689
Bk# 2410 Pg# 171



←
SITE PLAN
LEVEL 1400

SCALE: 1" = 40'

04-01-07	04-01-07
DATE	DATE
PLANNING BOARD	PLANNING BOARD
BOARD OF	BOARD OF
ADJUDICATORS	ADJUDICATORS
FINANCIAL BOARD	FINANCIAL BOARD
CITY COMMISSION	CITY COMMISSION
DEVELOPMENT	DEVELOPMENT
PLAN APPROVAL	PLAN APPROVAL
2877	

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



Doc# 1946441
Bk# 2645 Pg# 1520 *

Doc# 1739689
Bk# 2410 Pg# 172

EXHIBIT "C"

CITY COMMISSION RESOLUTION NO. 07-083
PARKING VARIANCE

RESOLUTION NO. 07-083

VARIANCE: 3820 N. ROOSEVELT BOULEVARD

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

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

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

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

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

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

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

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

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

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

Section 1. That a variance to **OFF-STREET PARKING** regulations in the **CG, GENERAL COMMERCIAL Zoning District**, under the Code of Ordinances of the City of Key West, Florida, is hereby granted as follows to: Sections 108-572(1), (2B), (3), (4), (7), (9) and (10), OF 100 PARKING SPACES FROM THE 989 PARKING SPACES REQUIRED TO THE 889 PARKING SPACES PROPOSED (816 EXISTING); ALLOWING THE SUBSTITUTION 89 BICYCLE PARKING SPACES FOR 89 OF THE 100 PARKING SPACES FOR WHICH THE VARIANCE IS REQUESTED. **THE PURPOSE OF THE REQUEST IS TO ALLOW THE CONSTRUCTION OF A HOTEL WITH SPA, RESTAURANT, BAR, TIME SHARE UNITS, EMPLOYEE HOUSING, CONFERENCE SPACE AND RETAIL SPACE. FOR PROPERTY LOCATED AT 3820 N. ROOSEVELT BOULEVARD (THE KEY WEST HOTEL AND CONFERENCE CENTER), KEY WEST, FLORIDA (RE# 00064950-000000, 00065550-000000, 00065530-000000, 00065540-000000, 00065860-000000, 00064940-000000).**

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

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

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

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

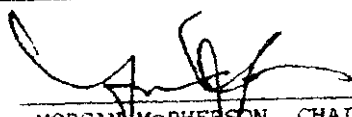
Section 5. That the granting of the variance is conditioned that the applicant maintains the valet parking throughout the life of the development and that the applicant provides a minimum of 89 bicycle parking spaces and 25 scooter parking spaces in lieu of 100 car parking spaces.

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

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

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

Filed with the Clerk on March 19, 2007.


MORGAN MCPHERSON, CHAIRMAN
BOARD OF ADJUSTMENT

ATTEST:


CHERYL SMITH, CITY CLERK

EXHIBIT "D"

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

RESOLUTION NO. 07-164

Doc# 1739689
Bk# 2410 Pg# 179

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

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

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

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

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

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

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

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

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

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

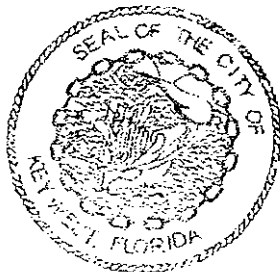
Filed with the Clerk May 2, 2007.


MORGAN MCPHERSON, MAYOR

ATTEST:

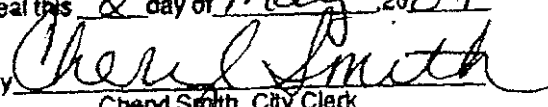

CHERYL SMITH, CITY CLERK

Doc# 1739689
Bk# 2410 Pg# 180



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

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

By 
Cheryl Smith, City Clerk

PLANNING BOARD RESOLUTION
No. 2007-006

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

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

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

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

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

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

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

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

WHEREAS, the applicant stated they accepted the conditions; and

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

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

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

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

Passed at a meeting held 15 March 2007.

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



Chairman Richard Klitenick
Key West Planning Board

4/16/2007

Date

Attest:



Gail E. Kenson, AICP, Planning Director

21 Apr 07

Date

Filed with the Clerk

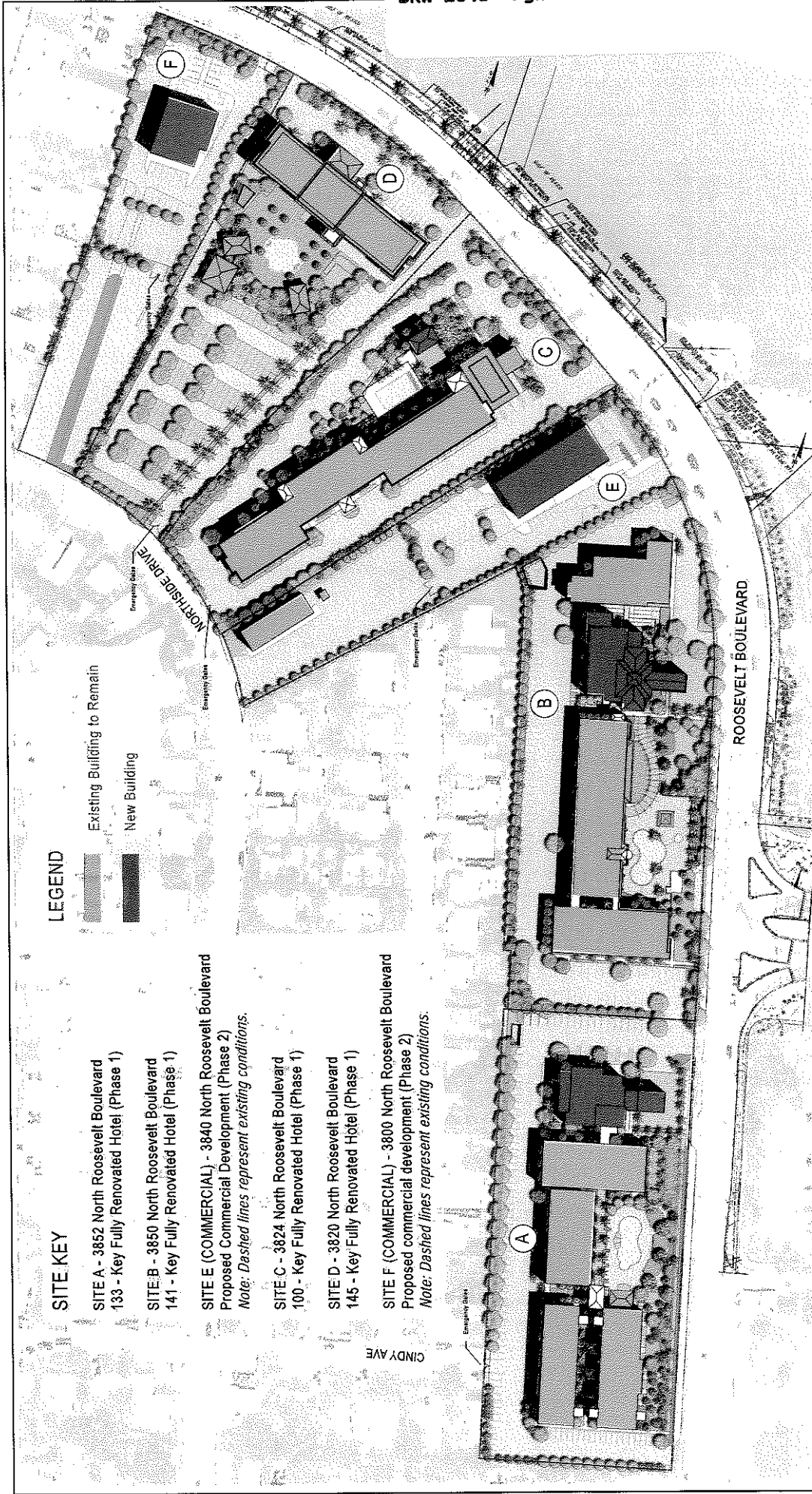


Cheryl Smith, City Clerk

4-23-07

Date



EXHIBIT "E"
CONCEPTUAL SITE PLAN



SITE KEY

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

LEGEND

-  Existing Building to Remain
-  New Building

OVERALL PROPOSED DEVELOPMENT SITE PLAN

KEY WEST HOTEL COLLECTION

License N° AA2600466

Key West, Florida 33040



COOPER CARRY

PROJECT N° 20120295.00 | REVISION N° 002 | DATE 03 27 2013

Notes



0 60 120

EXHIBIT "F"
EASEMENTS

LISTING OF EASEMENTS

Site A:

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

Site B:

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

Site C:

- None on survey

Site D:

- None on survey

Site E:

- None on survey

Site F:

- None on survey

COMPOSITE EXHIBIT "G"
CONCURRENCY ANALYSIS

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

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

Sec. 94-66. – Scope of Development
PHASE I

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PHASE 2
 (Future Commercial Develop)

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

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

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

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

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

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

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

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

Sec. 94-67. – Sanitary Sewer

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

Site A

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

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

Site B

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

Site C

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

Site D

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

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

Sec. 94-68. – Potable water

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

Site A

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

Site B

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

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

Site C

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

Site D

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

Sec. 94-69. – Drainage facilities

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

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

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

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

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

The actual calculations per site are shown below:

Site A

Water Quantity and Water Quality Calculations				
<u>Water Quantity - Predevelopment</u>				
				-
Project Area	A =	3.305	ac	143,987 sf
Pervious Area		0.644	ac	28,047 sf
Impervious Area		2.662	ac	115,940 sf
% Impervious		80.52%		
Rainfall for 25yr/24hr event	P ₂₄ =	9	in	
Rainfall for 25yr/72hr event	P ₇₂ =	12.23	in	
Depth to Water Table		2	ft	
Predeveloped Available Storage		1.88	in	
Soil Storage	S =	0.37	in	
$Q_{pre} = \frac{(P_{24} - 0.2S)^2}{(P_{24} + 0.8S)}$	Q _{pre} =	11.80	in	
Runoff Volume from 25 year/ 3 day storm	V _{25yr/24h} =	39.01	ac-in	
<u>Water Quantity - Postdevelopment</u>				
				-
Project Area	A =	3.305	ac	143,987 sf
Pervious Area		0.822	ac	35,813 sf
Impervious Area		2.483	ac	108,174 sf
% Impervious		75.1%		
Rainfall for 25yr/24hr event	P ₂₄ =	9	in	
Rainfall for 25yr/724hr event	P ₇₂ =	12.23	in	
Depth to Water Table		2	ft	

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

Exfiltration Trench Design			
Required trench length (L) =			
	$\frac{V}{K(H_2W + 2H_2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}(W)(D_u)}$		
Hydraulic Conductivity, K =	0.000214		
H =	2	ft	
W =	5	ft	
D _u =	1	ft	
D _s =	2.5	ft	
Volume of Trench, V =	3.449	ac-in	
Trench Length Required =	615	FT	
Trench Length Provided =	693	FT	

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

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

Site B

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

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

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

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

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

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

Site C

Water Quantity and Water Quality Calculations				
<u>Water Quantity - Predevelopment</u>				
Project Area	A =	3.023	ac	131,661 sf
Pervious Area		0.000	ac	0 sf
Impervious Area		3.023	ac	131,661 sf
% Impervious		100.00%		
Rainfall for 25yr/24hr event	P ₂₄ =	9	in	
Rainfall for 25yr/72hr event	P ₇₂ =	12.23	in	
Depth to Water Table		2	ft	
Predeveloped Available Storage		1.88	in	
Soil Storage	S =	0.00	in	
$Q_{pre} = \frac{(P_{24} - 0.2S)^2}{(P_{24} + 0.8S)}$	Q _{pre} =	12.23	in	
Runoff Volume from 25 year/ 3 day storm	V _{25yr/24h} =	36.97	ac-in	
<u>Water Quantity - Postdevelopment</u>				
Project Area	A =	3.023	ac	131,661 sf
Pervious Area		0.754	ac	32,824 sf
Impervious Area		2.269	ac	98,837 sf

% Impervious		75.1%		
Rainfall for 25yr/24hr event	$P_{24} =$	9	in	
Rainfall for 25yr/724hr event	$P_{72} =$	12.23	in	
Depth to Water Table		2	ft	
Developed Available Storage		1.88	in	
Soil Storage	$S =$	0.47	in	
$Q_{post} = \frac{(P_{24} - 0.2S)^2}{(P_{24} + 0.8S)}$	$Q_{post} =$	11.69	in	
Runoff Volume from 25 year/ 3 day storm	$V_{25yr/24h} =$	35.32	ac-in	
<u>Postdevelopment - Predevelopment</u>				
$Q_{pre-post} = Q_{post} - Q_{pre}$	$Q_{pre-post} =$	-0.55	in	
Pre/Post Volume = $Q_{pre-post} \times A$	$V_{pre-post} =$	-1.65	ac-in	
<u>Water Quality</u>				
Basin A		3.023	ac	131,661 sf
Surface Water		0.000	ac	0 sf
Roof Area		0.684	ac	29,800 sf
Pavement/Walkways		1.585	ac	69,037 sf
Pervious area		0.754	ac	32,824 sf
Site Area for Water Quality (Total Area - (Surface Water + Roof Area))		2.338	ac	101,861 sf
Impervious area for water Quality (Site area for Water Quality - Pervious area)		1.585	ac	69,037 sf
% Impervious		52%		
A) One inch of runoff from project area		3.023	ac-in	
B) 2.5 inches times percent impervious (2.5 x percent impervious x (site area - surface water))		3.962	ac-in	
<u>Comparision of Water Quality Methods</u>				
		3.023	<	3.962
		ac-in		ac-in
<u>Comparision of Water Quality vs Water Quantity</u>				
		3.962	>	-1.647

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

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

30

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

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

Site D

Water Quantity and Water Quality Calculations				
<u>Water Quantity - Predevelopment</u>				
Project Area	A =	3.084	ac	134,331 sf
Pervious Area		0.550	ac	23,978 sf
Impervious Area		2.533	ac	110,353 sf
% Impervious		82.15%		
Rainfall for 25yr/24hr event	P ₂₄ =	9	in	
Rainfall for 25yr/72hr event	P ₇₂ =	12.23	in	
Depth to Water Table		2	ft	
Predeveloped Available Storage		1.88	in	
Soil Storage	S =	0.34	in	
$Q_{pre} = \frac{(P_{24} - 0.2S)^2}{(P_{24} + 0.8S)}$	Q _{pre} =	11.84	in	
Runoff Volume from 25 year/ 3 day storm	V _{25yr/24h} =	36.50	ac-in	
<u>Water Quantity - Postdevelopment</u>				
Project Area	A =	3.084	ac	134,331 sf
Pervious Area		0.606	ac	26,417 sf
Impervious Area		2.477	ac	107,914 sf
% Impervious		80.3%		
Rainfall for 25yr/24hr event	P ₂₄ =	9	in	
Rainfall for 25yr/72hr event	P ₇₂ =	12.23	in	
Depth to Water Table		2	ft	
Developed Available Storage		1.88	in	
Soil Storage	S =	0.37	in	
$Q_{post} = \frac{(P_{24} - 0.2S)^2}{(P_{24} + 0.8S)}$	Q _{post} =	11.80	in	
Runoff Volume from 25 year/ 3 day storm	V _{25yr/24h} =	36.38	ac-in	
<u>Postdevelopment - Predevelopment</u>				
$Q_{pre-post} = Q_{post} - Q_{pre}$	Q _{pre-post} =	-0.04	in	
Pre/Post Volume = Q _{pre-post} x A	V _{pre-post} =	-0.12	ac-in	

<u>Water Quality</u>				
Project Area	3.084	ac	134,331	sf
Surface Water	0.000	ac	0	sf
Roof Area	0.495	ac	21,557	sf
Pavement/Walkways	1.982	ac	86,357	sf
Pervious area	0.606	ac	26,417	sf
Site Area for Water Quality (Total Area - (Surface Water + Roof Area))	2.589	ac	112,774	sf
Impervious area for water Quality (Site area for Water Quality - Pervious area)	1.982	ac	86,357	sf
% Impervious	64%			
A) One inch of runoff from project area	3.084	ac-in		
B) 2.5 inches times percent impervious (2.5 x percent impervious x (site area - surface water))	4.956	ac-in		
<u>Comparision of Water Quality Methods</u>				
	3.084	<	4.956	
	ac-in		ac-in	
<u>Comparision of Water Quality vs Water Quantity</u>				
	4.956	>	-0.120	
	ac-in		ac-in	
Pre-treatment Volume Required	4.956	ac-in	17,991	cf
Pretreatment volume provided (Dry Retention)	0.303	ac-in	1,100	cf
Pretreatment Volume Provided (Exfiltration Trench)		ac-in	0	cf
Total Pretreatment Volume Provided	0.303	ac-in	1,100	cf

Exfiltration Trench Design			
Required trench length (L) =			
	V		
	$K (H_2W + 2H_2Du - Du^2 + 2H_2Ds) + 1.39 \times 10^{-4}(W)(Du)$		
Hydraulic Conductivity, K=	0.0001		
H =	2.25	ft	
W =	5	ft	
Du =	1.25	ft	
Ds =	3	ft	
Volume of Trench, V =	4.956	ac-in	

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

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

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

IMPACT OVERALL CALCULATION

Project Area	Pre-Development											
	143987 3.305 Site A			166895 3.831 Site B			131661 3.023 Site C			134331 3.084 Site D		
	sf	ac	%	sf	ac	%	sf	ac	%	sf	ac	%
Impervious Area PERVIOUS	115940	2.662	80.52%	137944	3.167	82.65%	107747	2.474	81.84%	110353	2.533	82.15%
		0.000		28951	0.665	17.35%	23914	0.549	18.16%	23878	0.550	17.85%
total	115940	2.662		166895	3.831		131661	3.023	100.00%	134331	3.084	100.00%
asphalt	50165	1.152	34.84%	52434	1.204	31.42%	59037	1.355	44.84%	69968	1.606	52.09%
concrete (walkways, stairs, misc. pads)	15819	0.363	10.99%	47638	1.094	28.54%	10000	0.230	7.60%	16389	0.376	12.20%
roof area	42190	0.969	29.30%	26371	0.605	15.80%	29800	0.684	22.63%	21557	0.495	16.05%
total	108174	2.483	75.13%	126443	2.903	75.76%	98837	2.269	75.07%	107914	2.477	80.33%
				40452	0.92865	0.24238	32824	0.753535	0.249307	26417	0.606451	0.196656

Sec. 94-71. – Solid Waste

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

Site A

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

Site B

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

Site C

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

Site D

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

Total Capacity = (Total Capita) x 6.37 lb / capita / day=	2,134	lb
---	-------	----

Sec. 94-70. – Roads

Trip Generation Analysis:

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

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

Project Description / Trip Generation

Site A

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

Site B

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

Site C

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

Site D

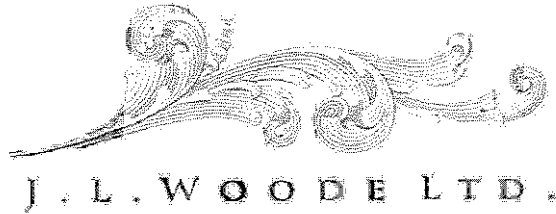
The existing site currently features a (145) room hotel and (150) seat high-turnover restaurant. The proposed renovations will demolish the restaurant space and expand the administrative / welcome facilities of the hotel. Following renovations, the hotel will feature the same room count as pre-development,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

Sites E and F

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

END OF THE DOCUMENT

COMPOSITE EXHIBIT "H"
PHASED DEVELOPMENT PLAN SCHEDULE AND PHASE 2 DEVELOPMENT
COMITMENTS



J . L . W O O D S L T D .

March 18, 2013

Mr. Donald Craig, Director
City of Key West Planning
3140 Flagler Avenue
Key West, FL 33040

RE: Development Propose Phasing Letter
Key West Hotels
3852, 3850, 3824 and 3820 N. Roosevelt Boulevard

Dear Mr. Craig:

In response to the Planning Comments from the DRC Meeting on March 6, 2013, we offer the following for Item No. 1:

- The retail component of the 17 acre, Key West Collection Hotel redevelopment will be comprised of projects that will support and be cohesive to our limited service hotel village. The targeted retail product type will augment limited service hotels and most likely be populated with restaurants, coffee shops and drinking establishments.
- The retail component will be roughly 14,000 sq ft +/- distributed throughout the sites as allowed. It will comply with all local zoning and entitlements for the aforementioned project.
- The proposed retail projects will be compliant with all applicable FEMA standards.
- The goal for the mixed use project is to develop the retail component in the same time frame of the hotel redevelopment. We will make best efforts to open the retail component simultaneous with the hotel projects but this component could lag by as much as 6 to 9 months. The schedule provided in response to Item No. 6 reflects construction of the retail sites to begin immediately after the completion of the hotels. The construction duration is anticipated to be approximately 7 to 8 months.
- In consideration of potential economic conditions, we would ask that the window for completing these sites be left available until approximately 2018.

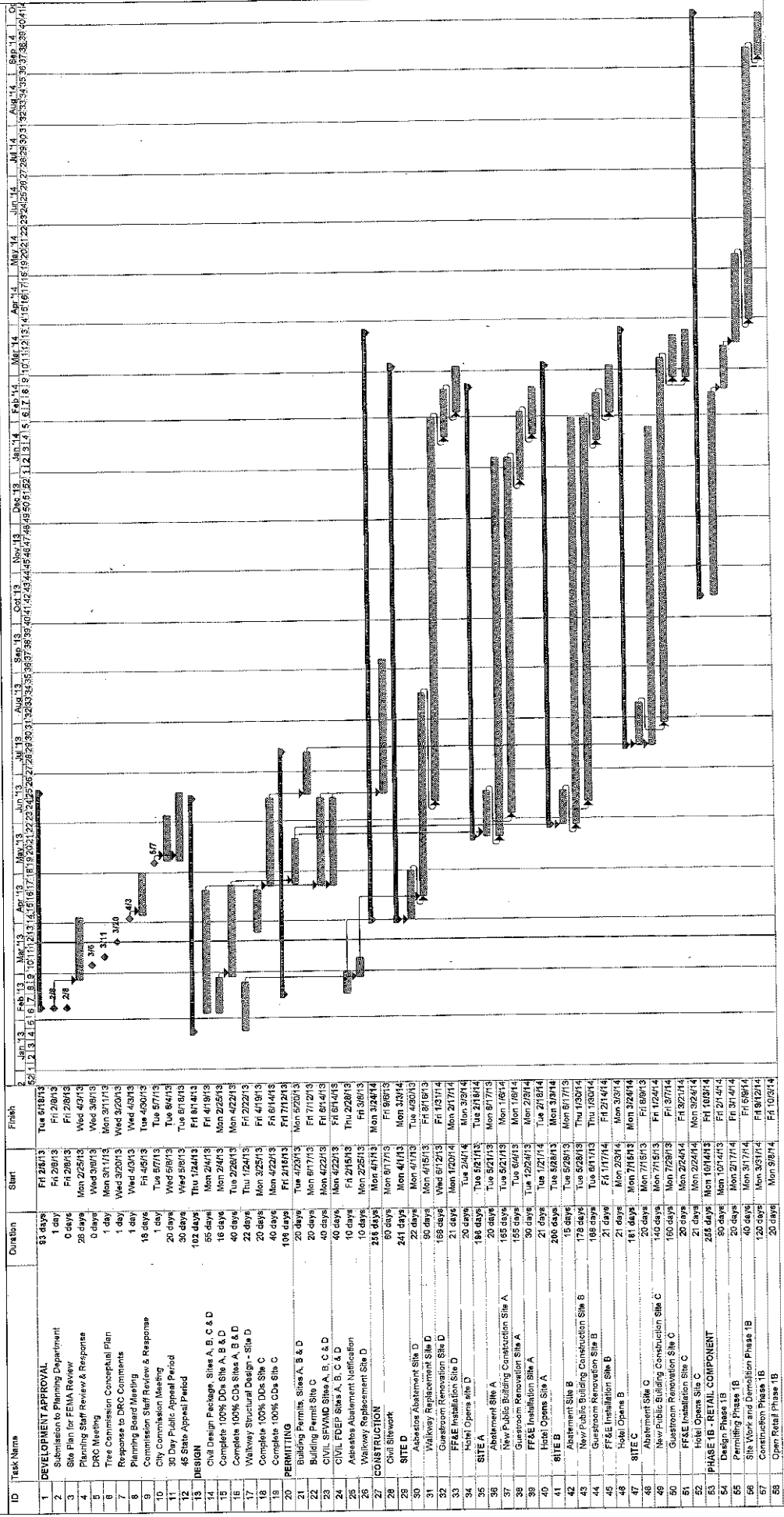
Please contact us if you need additional information or have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "John Gonzalez". The signature is fluid and cursive, with a prominent initial "J".

John Gonzalez

PRELIMINARY PROJECT PHASING SCHEDULE
KEY WEST HOTEL COLLECTION



COMPOSITE EXHIBIT "I"
FINAL FEMA SITE DEVELOPMENT CALCULATIONS

FEMA CALCULATION SUMMARY

KEY WEST HOTEL COLLECTION

Structure Address & Designation	A	B	C	D	E	F
	Depreciated Cost of Existing Structure	FEMA 50% Threshold	Estimated Cost of Renovation	Value of Approved Exclusions	Cost of Renovation Less Exclusions	Balance to FEMA Threshold (Column C - F)
3852 North Roosevelt Boulevard						
Guestroom Bldg. #2W	\$3,125,922	\$1,562,961	\$1,193,989	\$0	\$1,193,989	\$368,972
Guestroom Bldg. #2E	\$3,002,408	\$1,501,204	\$1,287,925	\$0	\$1,287,925	\$213,279
Guestroom Bldg. #3	\$2,947,758	\$1,473,879	\$1,102,515	\$0	\$1,102,515	\$371,364
Guestroom Bldg. #4	\$2,628,357	\$1,314,179	\$1,175,377	\$0	\$1,175,377	\$138,802
3850 North Roosevelt Boulevard						
Guestroom Bldg. #1	\$5,438,372	\$2,719,186	\$1,783,295	\$0	\$1,783,295	\$935,891
Guestroom Bldg. #4E & 4W	\$5,085,342	\$2,542,671	\$3,130,630	\$1,038,564	\$2,092,066	\$450,605
Guestroom Bldg. #5	\$3,557,621	\$1,778,811	\$1,828,047	\$573,465	\$1,254,582	\$524,229
3824 North Roosevelt Boulevard						
Guestroom Bldg. #2	\$2,514,993	\$1,257,497	\$1,122,885	\$323,274	\$799,611	\$457,886
Guestroom Bldg. #3	\$2,514,993	\$1,257,497	\$1,043,854	\$323,274	\$720,580	\$536,917
Guestroom Bldg. #4	\$3,754,442	\$1,877,221	\$1,654,963	\$507,977	\$1,146,986	\$730,235
3820 North Roosevelt Boulevard						
6-Story Tower Bldg. #1	\$14,210,000	\$7,105,000	\$7,541,512	\$2,200,558	\$5,340,954	\$1,764,046

*NOTE: Estimated Renovation Costs includes construction renovation estimate plus estimated environmental and IT costs

COMPOSITE EXHIBIT "J"
EXISTING DEED RESTRICTIONS
3840 NORTH ROOSEVELT BOULEVARD

Prepared by and Return to:
Larry R. Erskine, Esq.
P.O. Box 1409
Key West, FL 33041-1409
(305) 809-3770

Doc# 1754937 08/13/2009 2:26PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1754937
Bk# 2427 Pg# 279

DECLARATION OF AFFORDABLE HOUSING RESTRICTIONS

This Declaration of Affordable Housing Restrictions (hereinafter "Declaration") is made and entered into this 31ST day of March, 2009, by JLW Key West 1, LLC, a Florida limited liability company (hereinafter "Declarant"), whose principal mailing address is 506 Fleming Street, Key West, FL, 33040.

This Declaration applies to the sixteen (16) constructed rental units located at the rear of the real property located at 3840 North Roosevelt Boulevard, in Key West, Florida, which is more fully described in the Legal Description attached hereto and incorporated herein as Exhibit A (hereinafter "Property").

WHEREAS, the Property is subject to Resolution No. 98-88 of the City Commission of the City of Key West, Florida, which authorized the transfer by the Key West Housing Authority of sixteen (16) units to 3840 N. Roosevelt Boulevard for affordable housing purposes upon the following conditions: (1) affordability, established by deed restriction, must be for 30 years; (2) applications for rental units must be available to the public at large; (3) the Housing Authority's formula for affordable housing must be used to determine rental amounts; and (4) applicant eligibility must depend upon the Housing Authority's formula of earnings less than 80% of median income; and

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

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

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

NOW, THEREFORE, the Declarant agrees that the Property shall be held and conveyed subject to the following affordable housing restrictions, covenants and conditions, which shall run with the Property and be binding on all parties having

any right, title or interest in the Property or any part thereof, their heirs, successors and assigns for the entire term of this Declaration.

I. DEFINITIONS

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

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

II. TERM AND ENFORCEABILITY

A. This Declaration shall run with the Property and bind the Declarant, his or her heirs, legal representatives, executors, successors in interest and assigns, for a period of thirty (30) years beginning on March 4, 1998, the effective date of Resolution No. 98-88, and concluding on March 3, 2028.

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

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

convey, grant, transfer, exchange or assign any right or interest to the Property where such instrument is inconsistent with or contrary to the conditions or covenants contained herein. Any deed or instrument of conveyance executed by or on behalf of Declarant or any subsequent grantee, devisee, heir, assignee or other transferee shall incorporate the foregoing reservations, restrictions and covenants by specific reference to this Declaration by Book and Page number(s) where recorded in the Public Records of Monroe County, Florida.

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

III. OCCUPANCY, LEASING AND USE OF THE PROPERTY

A. The sixteen (16) affordable units shall be operated, managed and otherwise administered as affordable work force housing and such other uses incidental to residential use as may be permitted by local zoning and land use regulations.

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

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

3. The monthly rent for the affordable rental unit, not including utilities, shall not exceed 30 percent of that amount which represents 80 percent of the monthly median household income of Monroe County (adjusted for family size).

4. Eligibility is based on proof of legal residence in Monroe County for at least one consecutive year.

5. Priority shall be given to families of four or more members for larger sized affordable work force housing units.
6. The income of eligible households shall be determined by counting only the first and highest paid 40 hours of employment per week of each unrelated adult. For a household containing adults related by marriage or a domestic partnership registered with the City, only the highest 60 hours of combined employment shall be counted. The income of dependents regardless of age shall not be counted in calculating a household's income.
7. In the event that a tenant's income shall exceed the maximum allowable income under this section and such shall occur for the first time during the last three months of a tenancy, then the landlord and tenant may extend a lease for a period of one year at the affordable rate.
8. The Board of Adjustment may review a household's income and unique circumstances to determine eligibility and conformance with the intent of this ordinance to assure that people in need are not excluded and people without need are not included.
9. Except as otherwise set forth herein, applications for rental units must be available to the public at large.

IV. DEFAULTS AND REMEDIES

A. Upon any violation of the provisions of this Declaration the City may declare a default under this Declaration by delivering written notice thereof to the Declarant, which notice shall provide the Declarant sixty (60) days from the date of the notice to cure the default. After providing written notice of default and an opportunity to cure, the City may apply to a court of competent jurisdiction for specific performance of the Declaration, for an injunction prohibiting a proposed sale or transfer in violation of this Declaration, for a declaration that a prohibited transfer is void, or for any such other relief as may be appropriate.

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

V. REQUIREMENTS FOR WRITTEN REPORTS FROM DECLARANT

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

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

VI. GENERAL PROVISIONS

A. The City may assign its rights and delegate its duties hereunder in writing without the consent of Declarant. Upon such assignment the City shall notify the Declarant.

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

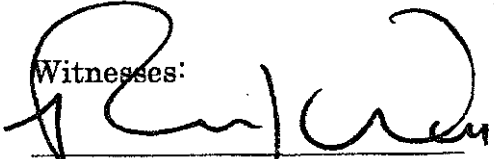
C. If any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Declaration, and this Declaration shall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

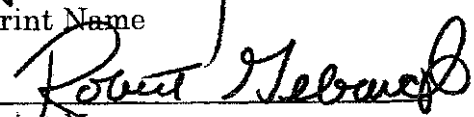
D. The terms of this Declaration shall be interpreted under the laws of the State of Florida and venue shall lie in Monroe County, Florida.

E. All notices required herein shall be sent by certified mail, return receipt requested, to the Declarant at the address of the Property and to the City or its designee at 525 Angela Street, Key West, FL, 33040, or such other address that the City may subsequently provide in writing to the Declarant.

[Signature Page Follows]

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

Witnesses:


Print Name


Print Name

DECLARANT: JLW Key West 1, LLC

By: SH7, Inc., its managing member

By: 

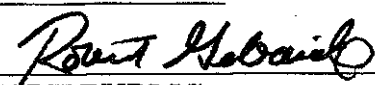
Robert A. Spottswood, President

Date: March 31, 2009

STATE OF FLORIDA
COUNTY OF ~~MONROE~~: **ORANGE**

Sworn to or affirmed and subscribed before me this 31st day of March, 2009, by Robert A. Spottswood, as President of SH7, Inc., the managing member of JLW Key West 1, LLC, who is personally known to me or has produced _____ as identification.

NOTARY SEAL:



NOTARY PUBLIC
Robert Gebaide

Printed Name of Notary Public



ROBERT H. GEBaide
Commission DD 651162
Expires May 22, 2011
Bonded Thru Troy Palm Insurance 800-985-7019

EXHIBIT "A"

Doc# 1754937
Bk# 2427 Pg# 285

Legal Description

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

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

MONROE COUNTY
OFFICIAL RECORDS

EXECUTIVE SUMMARY



To: Bogdan Vitas Jr., City Manager

Through: Nicole Malo, Planner II

From: Donald Leland Craig, AICP, Planning Director

Meeting Date: May 21, 2013

RE: **Development Agreement Modification - 3800, 3820, 3824, 3840, 3850 and 3852 N. Roosevelt Blvd (RE#00064940-000000, AK#1065455; 00064950-000000, AK# 1065471; 00065060-000000, AK#1065587; 00065530-000000, AK#1068233; 00065540-000000, AK#1068241; and 00065550-000000, AK#1068250) – Request for a Modification to a Development Agreement for property located in the General Commercial (CG) zoning district per Section 90-689 of the Land Development Regulations of the Code of Ordinances of the City of Key West.**

Request: To amend a Development Agreement approved through Resolution 09-059 for the project previously known as the Key West Resort and Conference Center

Location: 3852, 3850, 3824, 3840, 3820, and 3800 North Roosevelt Boulevard

Legal Description: RE#00064940-000000, AK#1065455; 00064950-000000, AK#1065471; 00065060-000000, AK#1065587; 00065530-000000, AK#1068233; 00065540-000000, AK#1068241; and 00065550-000000, AK#1068250

Zoning: CG – General Commercial Zoning District

Attachments:

1. Proposed Development Agreement and Exhibits
 - A. Legal Descriptions
 - B. Original Parking Variance – Resolution 07-083
 - C. 2007 Development Plan Approval
 - D. 2009 Development Agreement Resolution 09-059
 - E. 2013 Conceptual Site Plan
 - F. List of Easements Encumbering Property
 - G. Concurrency Analysis
 - H. Development Schedule and Phase 2 Development Commitments
 - I. Final FEMA Site Development Calculations
2. Planning Board Resolution 2013-24, Staff Report and Package
3. Supplementary Information

Strategic Plan: The proposed Amended Development Agreement is consistent with the 2011 Strategic Plan, specifically the Economic Growth element that encourages small scale redevelopment projects that enhance the “Key West experience” and promotes workforce development; the Environment element that encourages beautification of the island and sustainable design and improves the streetscape; and the Quality of Life element. This Amended Development Agreement provides for the phased redevelopment of a project that is much smaller in scale than what was previously proposed, encourages the sustainable redevelopment of existing infrastructure, enhances the onsite experience within each hotel for the visitors and employees, beautifies the visual urban experience at the entrance to Key West, and provides 26-36 units of affordable housing for various income types.

Project Background:

On March 4, 2009 the City Commission approved a Development Agreement for the Key West Resort and Conference Center project via Resolution 09-059 (Development Agreement Exhibit D). The Major Development Plan and Conditional Use for the project was originally approved by the City Commission via Resolution 07-164 and a parking variance was approved by the Board of Adjustment via Resolution 07-083 (Development Agreement Exhibit B and C).

Since the 2007 Development Plan and subsequent Development Agreement, the ownership of the property has changed and in response to market force shifts, the current Owner has submitted a request to amend the 2009 Development Agreement, allowed by that Development Agreement and the Land Development Regulations. The proposed Agreement would significantly downsize the impacts of proposed development on the site and allow the owner to renovate the buildings and uses currently on the properties.

The Owner has chosen not to request extension of the 2009 Development Agreement which will effectively be dissolved and superseded by this Development Agreement. Concurrent with the Development Agreement modification request the Owner has also submitted a Major Development Plan application for the first phase of the proposed renovation plan; although, this Agreement is considered and drafted as a standalone document supported by a Conceptual Site Plan (Development Agreement Exhibit E).

After meeting with the Planning Department several times to review the procedures required and the proposals requested, the applicant submitted a draft Development Agreement, which was modified in response to staff and legal comments, including at the Development Review Committee on March 6, 2013. On April 18, 2013 the Planning Board heard the Development Agreement and Major Development plan and recommended both for approval to the City Commission. The Major Development Plan is contingent on the approval of the Development Agreement.

The **2009 Development Agreement** in place at this time encumbers approximately 17 acres, with six contiguous properties known as 3852, 3850, 3824, 3840, 3820, and 3800 North Roosevelt Boulevard. It allows the construction of a 450 room hotel, 33 timeshare

units, 21 residential units with lock-outs, a 20,500 square foot conference center, 21,000 square feet of retail space, a themed restaurant and bar with 7,000 square feet of consumption space, and fifty work force housing units (see Supplemental Information).

The proposed impacts of development associated with this amended Agreement are significantly lower than the impacts of development associated with the 2009 Agreement. The proposal will allow the Owner the ability to redevelop the six contiguous properties in two (2) phases over a ten (10) year time period consistent with the attached Conceptual Site Plan and construction phasing schedule (Development Agreement Exhibit H). As stated in this Development Agreement, all development for construction of Phase 1 and Phase 2 shall be consistent with an approved Major Development Plan subject to the Comprehensive Plan and Land Development Regulations (LDR's) as established by the Development Agreement. The density allowed in the CG Zoning District is 16/dwelling units per acre and the allowed F.A.R is 0.8.

Phase 1 - The proposed Phase 1 Redevelopment consists of renovations to four (4) existing hotels located on Sites A, B, C, and D on the Conceptual Plan. Density, Intensity and Land Uses are established by the Comprehensive Plan in place at the time the Agreement is executed. Site improvements shall be consistent with the Land Development Regulations at the time of application submittal. Redevelopment is proposed as follows:

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

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

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

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

Phase 2 - The proposed Phase 2 Redevelopment consists of the redevelopment of the existing commercial uses on the remaining two parcels and the option to renovate the (16) sixteen existing units of affordable housing; additionally, the Owner shall develop at least 10 and no more than 20 affordable units as part of Phase 2:

Site E - 3840 North Roosevelt Boulevard and 1185 20th Street (RE#00064950-000000): Commercial development and the option to redevelop the existing affordable housing on site, with the potential of adding additional affordable units consistent with the densities, intensities and allowed uses established in the Development Agreement.

Site F - 3800 North Roosevelt Boulevard (RE#00065540-000000): Commercial development with the potential of adding additional affordable units consistent with the densities, intensities and allowed uses established in the Development Agreement.

Previous City Actions:

- | | |
|-------------------|--|
| May 2, 2007 | City Commission Approval of Major Development Plan and Conditional Use Approval (per Resolution 07-164); |
| March 7, 2007 | Board of Adjustment Parking Variance (per Resolution 07-083) |
| May 7, 2008 | City Commission Preliminary Consideration of Development Agreement (per Resolution 08-192) |
| November 21, 2008 | Development Review Committee Review of Draft 2009 Development Agreement |
| January 27, 2009 | Planning Board Recommendation of approval of the 2009 Development Agreement (per Resolution 2009-001) |
| March 4, 2009 | City Commission approval of the 2009 Development Agreement for the Key West Resort and Conference Center project (per Resolution 09-059) |
| March 6, 2013 | Development Review Committee Review of Draft Amended 2009 Development Agreement, proposed as the Development Agreement for the Key West Hotel Collection |
| April 18, 2013 | Planning Board recommendation of approval of the Amended Development Agreement per Resolution 2013-24, and recommendation of approval of the Major Development Plan per Resolution 2013-25 |

In this case, the Development Agreement offers an opportunity for the applicant to modify the approved development, and extend approvals as long as a ten year period, as well as an opportunity for the City to ensure that public priorities are clearly addressed by the proposed project such as affordable housing. The balance of benefits for all parties is an important consideration as the draft agreement that has been reviewed by the Planning Board and shall be considered by the City Commission. The Land Development Regulations acknowledge the findings of the state legislature that enable Development Agreements under Florida Statute, as follows (see Section 90-676):

(1) The lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning.

(2) Assurance to a developer that, upon receipt of a development permit, the applicant may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in ensuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning and reduces the economic costs of development.

(3) The comprehensive planning process should be furthered by authorizing local governments to enter into development agreements with developers. The intent is to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

Development Agreement Review Criteria (Section 90-682):

The City's Land Development Regulations set forth criteria for the contents of a Development Agreement. The specific criteria, as well as the location of the information within the Development Agreement, are addressed below.

(a) Any development agreement approved under this article shall contain not less than the following requirements as provided in F.S. § 163.3227:

(1) A legal description of the land subject to the development agreement and the identification of all persons having legal or equitable ownership therein.

A legal description is included in Exhibit A of the Development Agreement and the identification of the owners is provided in the first clause of the agreement (p. 1) and per C. Terms of Agreement, Legal Description; Ownership and Equitable interests in the Property 1(p.7).

(2) The duration of the development agreement, which duration shall not exceed five years, but which may be extended by mutual consent of the city and the developer. Any request for an extension shall be subject to the public hearing process necessary for the initial approval of the development agreement.

The proposed duration of the agreement is ten years, per C. Terms of Agreement, 2. Duration of Agreement; Renewal (p. 7).

(3) The development uses permitted on the land, including population densities, building intensities and building heights.

The proposed development is described in Section C. Terms of Agreement, 4. Proposed Development: Phase 1 and Phase 2 Redevelopment Plan (p. 9); Section C. The allowed densities and intensities are described in Terms of Agreement, a. Uses, Densities and

Intensities (p. 10). Building Heights are described in C. Terms of Agreement, d. Building Heights (page 11).

(4) All documents required to comply with criteria cited in the land development regulations applicable to the subject project.

The applicant has addressed the criteria cited in the Land Development Regulations applicable to the subject project under Section C. Terms of Agreement, 11. All Permits Approved or Needed (page 16) as well as Section C. Terms of Agreement, 13. Redevelopment to Comply with Permits and City Comprehensive Plan and Code Provisions (page 17).

(5) A description of the public facilities that will service the development, including designation of the entity that will be providing such facilities. Additionally, if new facilities are needed to serve the project, the date by which such facilities will be constructed shall be provided. A schedule to ensure that public facilities shall be available concurrent with the impacts of the development shall also be provided. Such schedule, relating the provision of public facilities or services to events or thresholds in the development, may be substituted for the certain dates required under this subsection.

A description of the public facilities that will service the development are found in Section C. Terms of Agreement, 11. Concurrency and Public Facilities (p. 15). Additionally an updated Concurrency Analysis Report based on the 2013 Comprehensive Plan shall be provided as a condition of the Major Development Plan and attached to the Development Agreement as Exhibit G.

(6) The applicant may be required to provide for a performance bond, letter of credit, or similar instrument, to be deposited with the city, to secure the construction of any new facilities that are required to be constructed as part of the proposed development agreement. Alternatively, such construction may be a condition precedent to the issuance of any building permits or other development permissions. If the new public facilities are in place and operating at the time development permits are requested, no such performance bond or letter of credit shall be necessary unless such facilities are not adequate for the project.

Not applicable. A concurrency analysis showing that facilities will be available at the time of development is being revised to reflect the City's 2013 Comprehensive Plan amendments. The revised report, when ready will be Exhibit G of the agreement.

(7) A description of any reservation or dedication of land for public purposes. The development agreement shall provide specifically how all impact fees and other funding requirements for the project are to be met.

The agreement does not include the reservation or dedication of land for public purposes. Section C. Terms of Agreement, 11, Additional Development Conditions. H. Impact fee (page 16) specifically requires payment of impact fees.

(8) If land is to be conveyed to the city in discharge of the obligation of any impact fee or other similar obligation, the development agreement shall provide that such conveyance will be by warranty deed and will be accompanied by an environmental audit and a title insurance policy which shall be in an amount not less than the assessed value of the land. The applicant shall bear the cost of these requirements.

Not applicable.

(9) A description of all development permits approved or needed to be approved for the development of the land, which description shall specifically include but not be limited to the following:

a. Any required comprehensive plan amendments or rezonings.

Not applicable

b. Any required submissions to or approvals from the county; the South Florida Regional Planning Council; the state departments of community affairs (DCA), environmental protection (DEP), transportation (DOT), health and rehabilitative services (DHRS); the United State Army Corps of Engineers; the South Florida Water Management District; the United States Environmental Protection Agency; or any other departments with competent jurisdiction over any aspect of the proposed development.

Required permits and approvals are outlined in Section C. Terms of Agreement, 11. All Permits Approved or Needed (p. 16).

c. If development requirements are not satisfied, action in reliance on the development agreement or expenditures in pursuance of its terms shall not vest any development rights to the applicant/property owner. Failure to perform as specified in the development agreement shall not constitute partial performance and shall not entitle the applicant or property owner to a continuation of the development agreement.

This issue is addressed in Section C. Terms of Agreement, 16. Laws Governing (p.17).

(10) A specific finding in the development agreement that the development permitted or proposed is consistent with the city's comprehensive plan and with the land development regulations. However, if amendments are required to the comprehensive plan or land development regulations, such amendments shall be specifically identified in the development agreement, and the agreement shall be contingent upon those amendments being made and approved by the appropriate governmental agencies.

This issue is addressed in Section C. Terms of Agreement, 14.finding of Consistency (p.17).

(11) The city commission may provide for any conditions, terms, restrictions or other requirements determined to be reasonably necessary for the public health, safety or welfare of city residents and property owners.

Of particular importance are provisions relating to Affordable Housing page 11, Section C. Terms of Agreement, 8. Affordable Work Force Housing. As part of this Development Agreement the Owners have agreed to add 10-20 new affordable housing units to the site as part of Phase 2.

(12) A statement indicating that failure of the development agreement to address a particular permit, condition, term or restriction shall not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.

Section C. Terms of Agreement, 15. Compliance with Permits, Terms, Conditions and Restrictions Not Identified Herein (page 17), includes this provision.

(13) At the city commission's discretion, the development agreement may provide that the entire development, or any phase thereof, be commenced or completed within a specific period of time.

The proposed duration of the agreement is ten years, per C. Terms of Agreement, 2. Duration of Agreement (see page 7). Phasing is proposed by the applicant. Phase 1 Redevelopment Plan is following a parallel approval track with this agreement and was recommended for approval by the Planning Board per Resolution 2013-24. Phase 2 Redevelopment application plan shall be submitted to the Planning Department no later than the end of 2014, per C. Terms of Agreement, 2. Duration of Agreement (see page 7).

(b) At such time as the city administrative official has reduced the terms of the proposed development agreement to written contractual form, the administrative official shall transmit such development agreement to the planning board and the city commission with a written recommendation from the development review committee.

This report responds to this requirement. The minutes of the DRC Meeting and Planning Board Resolution 2013-24 are attached herein.

(c) Prior to the first public hearing, the proposed development agreement shall have been reviewed by the planning board, and its recommendation along with the development review committee's recommendation shall be provided to the city commission.

At a dually advertised public meeting held April 18, 2013 the Planning Board reviewed this Development Agreement, based on comments from Staff provided at the DRC Meeting held March 6, 2013. Minutes from that meeting and Planning Board Resolution No 2013-24 are attached herein.

Options / Advantages / Disadvantages:

Option 1. Approval of the Development Agreement as recommended by the Planning Board.

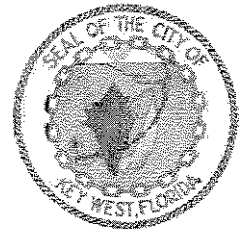
1. **Consistency with the City's Strategic Plan, Vision and Mission:**
This action is consistent with the City's Strategic Plan.
2. **Financial Impact:** There is no direct financial impact to the City related to the project; although, the site improvements should increase the ad valorem tax yield for all six properties.

Option 2. Deny the approval of the Development Agreement.

1. **Consistency with the City's Strategic Plan, Vision and Mission:**
This action is not consistent with the City's 2011 Strategic Plan that promotes small scale economic development, urban design improvements and quality of life improvements such as affordable housing.
3. **Financial Impact:** There is no direct financial impact to the city related to the project; although the City will not benefit from the increase in the ad valorem tax yield based on the site improvements for all six properties.

Recommendation: Option 1

The Planning Department and Planning Board recommend that the request for a Development Agreement be **approved**.



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

To: Chairman and Planning Board Members

Through: Nicole Malo, Planner II

From: Donald Leland Craig, AICP, Planning Director

Meeting Date: April 18, 2013

Agenda Item: **Development Agreement Modification - 3800, 3820, 3824, 3840, 3850 and 3852 N. Roosevelt Blvd (RE#00064940-000000, AK#1065455; 00064950-000000, AK# 1065471; 00065060-000000, AK#1065587; 00065530-000000, AK#1068233; 00065540-000000, AK#1068241; and 00065550-000000, AK#1068250) – Request for a Modification to a Development Agreement for property located in the General Commercial (CG) zoning district per Section 90-689 of the Land Development Regulations of the Code of Ordinances of the City of Key West.**

Request: To amend a Development Agreement approved through Resolution 09-059 for the project previously known as the Key West Resort and Conference Center located in the General Commercial (CG) Zoning District, pursuant to Chapter 90, Article IX, Development Agreements, Code of Ordinances, City of Key West, Florida

Applicant: JLW Key West 1, LLC. and JLW Key West 2, LLC.

Owner: JRC Key West Hotel, LLC; RFA Key West LLC; RFA Key West II, LLC; AVA Key West, LLC; JL Key West, LLC; JL Key West II, LLC; JLW Key West 1, LLC; and JLW Key West 2, LLC.

Location: 3852, 3850, 3824, 3840, 3820, and 3800 North Roosevelt Boulevard

Legal Description: RE#00064940-000000, AK#1065455; 00064950-000000, AK#1065471; 00065060-000000, AK#1065587; 00065530-000000, AK#1068233; 00065540-000000, AK#1068241; and 00065550-000000, AK#1068250

Zoning: CG – General Commercial Zoning District

Attachments

1. Proposed Planning Board Resolution
2. Proposed Development Agreement
3. Exhibits to the Development Agreement
 - A. Legal Descriptions
 - B. Original Parking Variance – Resolution 07-083
 - C. 2007 Development Plan Approval
 - D. 2009 Development Agreement Resolution 09-059
 - E. 2013 Conceptual Site Plan
 - F. List of Easements Encumbering Property
 - G. Concurrency Analysis
 - H. Development Schedule and Phase 2 Development Commitments
 - I. Final FEMA Site Development Calculations
4. Supplementary Information

Background

On March 4, 2009 the City Commission approved a Development Agreement for the Key West Resort and Conference Center project via Resolution 09-059 (Attachment 3, Exhibit D). The Major Development Plan and Conditional Use for the project was originally approved by the City Commission via Resolution 07-164 and a parking variance was approved by the Board of Adjustment via Resolution 07-083 (Attachment 3, Exhibit B and C).

Since the 2007 Development Plan and subsequent Development Agreement, the ownership of the property has changed and in response to market force shifts, the current Owner has submitted a request to amend the 2009 Development Agreement, allowed by that Development Agreement and the Land Development Regulations. The proposed Agreement would significantly downsize the impacts of proposed development on the site and allow the owner to renovate the buildings and uses currently on the properties. The Owner has chosen not to request extension of the 2009 Development Agreement which will effectively be dissolved and superseded by this Development Agreement. Concurrent with the Development Agreement modification request the Owner has also submitted a Major Development Plan application for the first phase of the proposed renovation plan; however, this Agreement is considered and drafted as a standalone document supported by a Conceptual Site Plan (Attachment 3, Exhibit E).

After meeting with the Planning Department several times to review the procedures required and the proposals requested, the applicant submitted a draft Development Agreement, which was modified in response to staff and legal comments, including at the Development Review Committee on March 6, 2013. The draft Development Agreement is before the Planning Board for the first public hearing required under the code, prior to transmittal (with recommendations) to the City Commission for the second required public hearing.

The existing 2009 Development Agreement encumbers approximately 17 acres, with six contiguous properties known as 3852, 3850, 3824, 3840, 3820, and 3800 North Roosevelt Boulevard; and allows the construction of a 450 room hotel, 33 timeshare units, 21 residential units with lock-outs, a 20,500 square foot conference center, 21,000 square feet of retail space, a themed restaurant and bar with 7,000 square feet of consumption space, and fifty work force housing units (Attachment 4, see Supplemental Information).

The proposed impacts of development associated with this amended Agreement are significantly lower than the impacts of development associated with the 2009 Agreement. The proposal will allow the Owner to redevelop the six contiguous properties in two (2) phases over a ten (10) year time period consistent with the attached Conceptual Site Plan and construction phasing schedule (Exhibit H). As stated in this Development Agreement, all development for construction of Phase 1 and Phase 2 shall be consistent with an approved Major Development Plan subject to the Comprehensive Plan and Land Development Regulations (LDR's) in place at the time of Major Development Plan application submittal with the exception of density and intensity that is subject to the LDR's and Comprehensive Plan in place at the time this Development Agreement was submitted to the Planning Department (February 8, 2013). The density allowed in the CG Zoning District is 16/dwelling units per acre and the allowed F.A.R is 0.8.

Phase 1 - The proposed Phase 1 Redevelopment consists of renovations to four (4) existing hotels located on Sites A, B, C, and D on the Conceptual Plan, and site improvements that shall be consistent with the Land Development Regulations at the time of application submittal as follows:

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

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

Site C - 3824 North Roosevelt Boulevard (RE#00065550-000000): Renovation of 100 transient units and (1) one non-transient unit. Demolish portions of existing lobby and reconstruct building for lobby and registration uses.

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

Phase 2 - The proposed Phase 2 Redevelopment consists of the redevelopment of the existing commercial uses on the remaining two parcels and the 16 units of affordable housing; additionally, the Owner shall develop at least 10 and no more than 20 affordable units as part of Phase 2:

Site E - 3840 North Roosevelt Boulevard and 1185 20th Street (RE#00064950-000000): Commercial development of not more than 0.8 FAR and affordable housing redevelopment of existing 16 units on the site, with the potential of adding additional affordable units based on new affordable housing-infill policies within the adopted 2013 Comprehensive Plan.

Site F - 3800 North Roosevelt Boulevard (RE#00065540-000000): Commercial development of no more than 0.8 FAR and with the potential of adding additional affordable units based on new affordable housing-infill policies within the adopted 2013 Comprehensive Plan.

Previous City Actions

May 2, 2007	City Commission Approval of Major Development Plan and Conditional Use Approval (per Resolution 07-164);
March 7, 2007	Board of Adjustment Parking Variance (per Resolution 07-083)
May 7, 2008	City Commission Preliminary Consideration of Development Agreement (per Resolution 08-192)
November 21, 2008	Development Review Committee Review of Draft 2009 Development Agreement
January 27, 2009	Planning Board Recommendation of approval of the 2009 Development Agreement (per Resolution 2009-001)
March 4, 2009	City Commission approval of the 2009 Development Agreement for the Key West Resort and Conference Center project (per Resolution 09-059)
March 6, 2013	Development Review Committee Review of Draft Amended 2009 Development Agreement, proposed as the Development Agreement for the Key West Hotel Collection

In this case the Development Agreement offers an opportunity for the applicant to modify the approved development and extend approvals as long as a ten year period, as well as an opportunity for the City to ensure that public priorities are clearly addressed by the proposed project such as affordable housing. The balance of benefits for all parties is an important consideration as the draft agreement is reviewed by the Planning Board.

The Land Development Regulations acknowledge the findings of the state legislature that enable Development Agreements under Florida Statute, as follows (see Section 90-676):

(1) The lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital improvement planning

and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning.

(2) Assurance to a developer that, upon receipt of a development permit, the applicant may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in ensuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning and reduces the economic costs of development.

(3) The comprehensive planning process should be furthered by authorizing local governments to enter into development agreements with developers. The intent is to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

Proposed Development Agreement

The City's Land Development Regulations set forth criteria for the contents of a Development Agreement. The specific criteria, as well as the location of the information within the Development Agreement, are addressed below.

Development Agreement Review Criteria (Section 90-682)

(a) Any development agreement approved under this article shall contain not less than the following requirements as provided in F.S. § 163.3227:

(1) A legal description of the land subject to the development agreement and the identification of all persons having legal or equitable ownership therein.

A legal description is included in Exhibit A of the Development Agreement and the identification of the owners is provided in the first clause of the agreement (p. 1) and per C. Terms of Agreement, Legal Description; Ownership and Equitable interests in the Property 1(p.7).

(2) The duration of the development agreement, which duration shall not exceed five years, but which may be extended by mutual consent of the city and the developer. Any request for an extension shall be subject to the public hearing process necessary for the initial approval of the development agreement.

The proposed duration of the agreement is ten years, per C. Terms of Agreement, 2. Duration of Agreement; Renewal (p. 7).

(3) The development uses permitted on the land, including population densities, building intensities and building heights.

The proposed development is described in Section C. Terms of Agreement, 4. Proposed Development: Phase 1 and Phase 2 Redevelopment Plan (p. 9); Section C. The allowed densities and intensities are described in Terms of Agreement, a. Uses, Densities and Intensities (p. 10). Building Heights are described in C. Terms of Agreement, d. Building Heights (page 11).

(4) All documents required to comply with criteria cited in the land development regulations applicable to the subject project.

The applicant has addressed the criteria cited in the Land Development Regulations applicable to the subject project under Section C. Terms of Agreement, 11. All Permits Approved or Needed (page 16) as well as Section C. Terms of Agreement, 13. Redevelopment to Comply with Permits and City Comprehensive Plan and Code Provisions (page 17).

(5) A description of the public facilities that will service the development, including designation of the entity that will be providing such facilities. Additionally, if new facilities are needed to serve the project, the date by which such facilities will be constructed shall be provided. A schedule to ensure that public facilities shall be available concurrent with the impacts of the development shall also be provided. Such schedule, relating the provision of public facilities or services to events or thresholds in the development, may be substituted for the certain dates required under this subsection.

A description of the public facilities that will service the development are found in Section C. Terms of Agreement, 11. Concurrency and Public Facilities (p. 15). Additionally a Concurrency Analysis Report is attached to the Development Agreement as Exhibit G.

(6) The applicant may be required to provide for a performance bond, letter of credit, or similar instrument, to be deposited with the city, to secure the construction of any new facilities that are required to be constructed as part of the proposed development agreement. Alternatively, such construction may be a condition precedent to the issuance of any building permits or other development permissions. If the new public facilities are in place and operating at the time development permits are requested, no such performance bond or letter of credit shall be necessary unless such facilities are not adequate for the project.

Not applicable. A concurrency analysis has determined that facilities will be available at the time of development. It is Exhibit "G" to the agreement.

(7) A description of any reservation or dedication of land for public purposes. The development agreement shall provide specifically how all impact fees and other funding requirements for the project are to be met.

The agreement does not include the reservation or dedication of land for public purposes.

(8) If land is to be conveyed to the city in discharge of the obligation of any impact fee or other similar obligation, the development agreement shall provide that such conveyance will be by warranty deed and will be accompanied by an environmental audit and a title insurance policy which shall be in an amount not less than the assessed value of the land. The applicant shall bear the cost of these requirements.

Not applicable.

(9) A description of all development permits approved or needed to be approved for the development of the land, which description shall specifically include but not be limited to the following:

a. Any required comprehensive plan amendments or rezonings.

Not applicable

b. Any required submissions to or approvals from the county; the South Florida Regional Planning Council; the state departments of community affairs (DCA), environmental protection (DEP), transportation (DOT), health and rehabilitative services (DHRS); the United State Army Corps of Engineers; the South Florida Water Management District; the United States Environmental Protection Agency; or any other departments with competent jurisdiction over any aspect of the proposed development.

Required permits and approvals are outlined in Section C. Terms of Agreement, 11. All Permits Approved or Needed (p. 16).

c. If development requirements are not satisfied, action in reliance on the development agreement or expenditures in pursuance of its terms shall not vest any development rights to the applicant/property owner. Failure to perform as specified in the development agreement shall not constitute partial performance and shall not entitle the applicant or property owner to a continuation of the development agreement.

This issue is addressed in Section C. Terms of Agreement, 16. Laws Governing (p.17).

(10) A specific finding in the development agreement that the development permitted or proposed is consistent with the city's comprehensive plan and with the land development regulations. However, if amendments are required to the comprehensive plan or land development regulations, such amendments shall be specifically identified in the development agreement, and the agreement shall be contingent upon those amendments being made and approved by the appropriate governmental agencies.

This issue is addressed in Section C. Terms of Agreement, 14.finding of Consistency (p.17).

(11) The city commission may provide for any conditions, terms, restrictions or other requirements determined to be reasonably necessary for the public health, safety or welfare of city residents and property owners.

Of particular importance are provisions relating to Affordable Housing (see page 11, Section C. Terms of Agreement, 8. Affordable Work Force Housing;

(12) A statement indicating that failure of the development agreement to address a particular permit, condition, term or restriction shall not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.

Section C. Terms of Agreement, 15. Compliance with Permits, Terms, Conditions and Restrictions Not Identified Herein (page 17), includes this provision.

(13) At the city commission's discretion, the development agreement may provide that the entire development, or any phase thereof, be commenced or completed within a specific period of time.

The proposed duration of the agreement is ten years, per C. Terms of Agreement, 2. Duration of Agreement (see page 7). Phasing is proposed by the applicant. Phase 1 Redevelopment was submitted for Planning review beginning on February 8, 2013 and is expected to follow a parallel approval track with this agreement. Phase 2 Redevelopment application plan shall be submitted to the Planning Department no later than the end of 2014, per C. Terms of Agreement, 2. Duration of Agreement (see page 7).

(b) At such time as the city administrative official has reduced the terms of the proposed development agreement to written contractual form, the administrative official shall transmit such development agreement to the planning board and the city commission with a written recommendation from the development review committee.

This report responds to this requirement and the minutes of the DRC Meeting are attached herein (see Supplementary Information).

(c) Prior to the first public hearing, the proposed development agreement shall have been reviewed by the planning board, and its recommendation along with the development review committee's recommendation shall be provided to the city commission.

This report and scheduled public meeting with the Planning Board responds to this requirement.

RECOMMENDATION

Based on the criteria established by the Comprehensive Plan and the Land Development Regulations, the Planning Department recommends the request for a Development Agreement be recommended for **approval**.

Ownership, Authorization and Verification

Description & Structure of Property Ownership

February 8, 2013

TO: Don Craig and Brendon Cunningham
FROM: John Gonzalez
DATE: February 8, 2013
SUBJECT: Ownership Summary for 3800, 3820, 3824, 3840, 3850 and 3852 N. Roosevelt as Required by Section 108-228 (7) of the Development Plan Submittal Guidelines

Introduction

There are a total of six (6) contiguous properties that are included in this project. For purposed of this memorandum, I will refer to the properties as follows:

1. 3852 N. Roosevelt Boulevard (the "Days Inn Property").
2. 3520 N. Roosevelt Boulevard (the "Lexington Property").
3. 3840 N. Roosevelt Boulevard (the "Welcome Center Property").
4. 3824 N. Roosevelt Boulevard (the "Quality Inn Property").
5. 3820 N. Roosevelt Boulevard (the "Comfort Inn Property").
6. 3800 N. Roosevelt Boulevard (the "Wreckers Property").

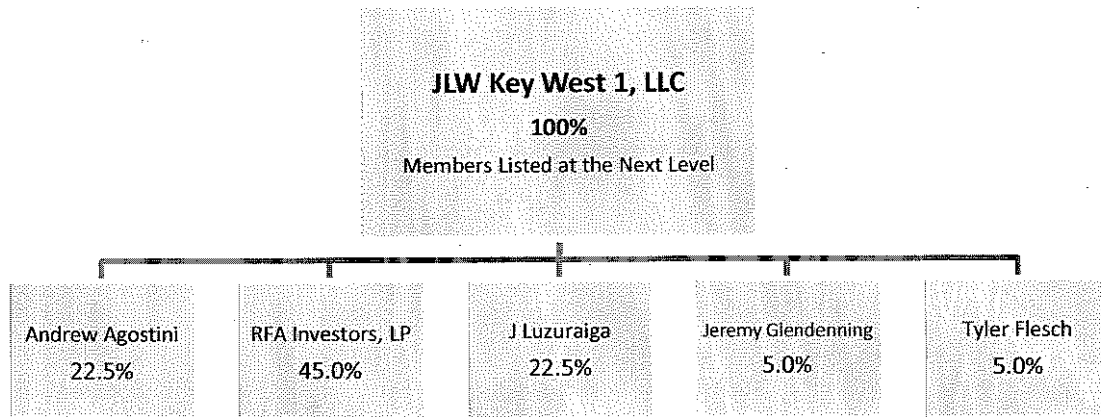
Ownership Summary for the Days Inn Property, the Welcome Center Property, the Comfort Inn Property and the Welcome Center Property

The Days Inn Property, the Welcome Center Property, the Comfort Inn Property and the Welcome Center Property are owned by JLW Key West 1, LLC, a Florida limited liability company.

The members of JLW Key West 1, LLC and their respective ownership percentages, are as follows (Andrew Agostini is the managing member):

Name and Address of Member	Membership Percentage
Andrew V. Agostini 35 E. Wacker, Suite 3300 Chicago, IL 60601	22.50%
J Luzuriaga 49 Immigration St., Suite 103 Charleston, SC 29403	22.50%
RFA Investors, LP 35 E. Wacker, Suite 3300 Chicago, IL 60601 Attention: Ed Ross	45.00%
Jeremy Glendenning 49 Immigration St., Suite 103 Charleston, SC 29403	5.00%
Tyler Flesch 400 Hibben St., Suite 200 Mt. Pleasant, SC 29464	5.00%

Diagram Outlining Ownership of JLW Key West 1, LLC:



Ownership summary for the Lexington Property:

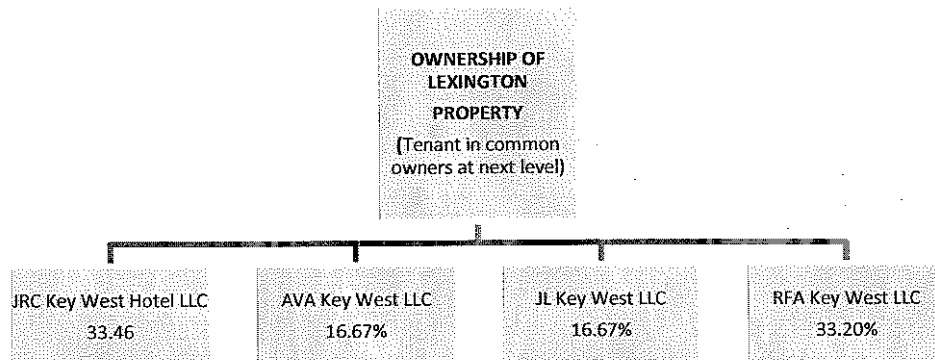
The Lexington Property is owned by the following entities through a co-tenancy structure, JRC Key West Hotel LLC, AVA Key West LLC, JL Key West LLC, and RFA Key West LLC.

The members of the co-tenancy and their respective ownership percentages are listed below (Andrew Agostini is the managing co-tenant):

Name and Address of Member	Membership Percentage
JRC Key West Hotel LLC 35 E. Wacker, Suite 3300 Chicago, IL 60601 Attention: Ed Ross	33.46%
AVA Key West LLC 35 E. Wacker, Suite 3300 Chicago, IL 60601 Attention: Andrew Agostini	16.67%
JL Key West LLC 49 Immigration St., Suite 103 Charleston, SC 29403 Attention: J Luzuriaga	16.67%
RFA Key West LLC 35 E. Wacker, Suite 3300 Chicago, IL 60601 Attention: Ed Ross	33.20%

- JRC Key West Hotel LLC is an Illinois Limited Liability Company.
- AVA Key West LLC is an Illinois Limited Liability Company.
- JL Key West LLC is an Illinois Limited Liability Company.
- RFA Key West LLC is an Illinois Limited Liability Company.

Diagram Outlining Ownership of the Lexington Property:



Ownership for the Quality Inn Property:

The Quality Inn Property is owned by the following entities through a co-tenancy structure, RFA Key West II LLC, JL Key West II LLC, and JLW Key West 2, LLC.

The members of the co-tenancy and their respective ownership percentages are listed below (JLW Key West 2, LLC is the managing co-tenant):

Name and Address of Member	Membership Percentage
RFA Key West II LLC 35 E. Wacker, Suite 3300 Chicago, IL 60601 Attention: Ed Ross	55.10%
JL Key West II LLC 49 Immigration St., Suite 103 Charleston, SC 29403 Attention: J Luzuriaga	22.50%
JLW Key West 2, LLC 35 E. Wacker, Suite 3300 Chicago, IL 60601 Attention: Andrew Agostini	22.40%

The members of JLW Key West 2, LLC and their respective ownership percentages are as listed below (Andrew Agostini is the managing member):

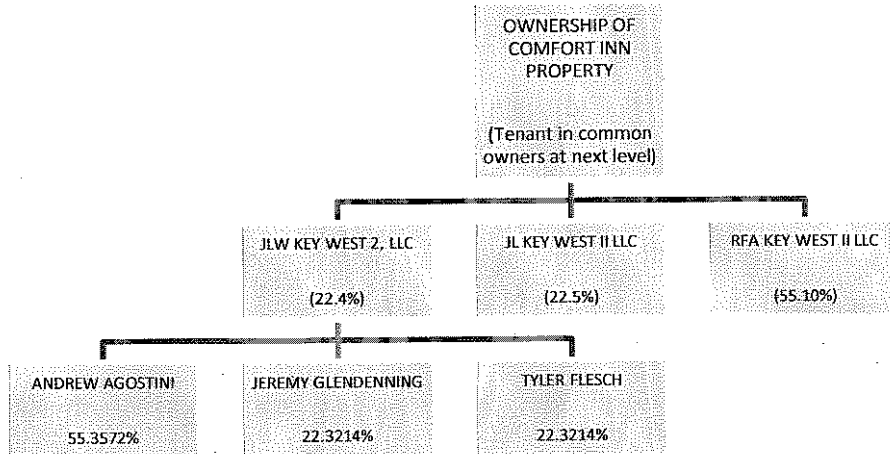
Name and Address of Member	Membership Percentage
Andrew Agostini 35 E. Wacker, Suite 3300 Chicago, IL 60601	55.3572%
Jeremy Glendenning 49 Immigration St., Suite 103 Charleston, SC 29403	22.3214%
Tyler Flesch 400 Hibben St., Suite 200 Mt. Pleasant, SC 29464	22.3214%

Description & Structure of Property Ownership

February 8, 2013

RFA Key West II LLC is a Florida limited liability company.
JL Key West II LLC is a Florida limited liability company.
JLW Key West 2, LLC is a Florida limited liability company.

Diagram Outlining Ownership of the Quality Inn Property:



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, Andrew Agostini as
Please Print Name of person with authority to execute documents on behalf of entity
Managing Member of JLV Key West 2, LLC; the Managing
Co-Tenant of the Quality Inn Property of JLV Key West 2 LLC, JLV Key West II LLC, and RFA
Key West II LLC
Name of office (President, Managing Member) *Name of owner from deed*

authorize Butch Ross of Patterson Real Estate Advisory Group
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

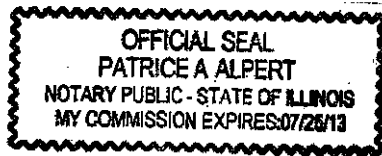
Subscribed and sworn to (or affirmed) before me on this 23rd April, 2013 by
date.

ANDREW V. AGOSTINI
Name of Authorized Representative

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

[Signature]
Notary's Signature and Seal

PATRICE A. ALPERT
Name of Acknowledger typed, printed or stamped



Commission Number, if any

City of Key West
Planning Department



Authorization Form
(Where Owner is a Business Entity)

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

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

Managing Member of AVA Key West LLC, the Managing Co-Tenant of the Lexington Property of AVA Key West LLC, JRC Key West Hotel LLC, RFA Key West LLC, and JL Key West LLC
Name of office (President, Managing Member) Name of owner from deed

authorize Butch Ross of Patterson Real Estate Advisory Group
Please Print Name of Representative

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

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

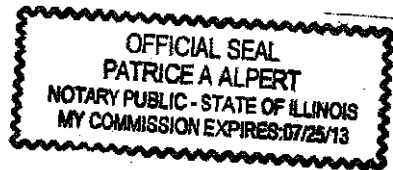
Subscribed and sworn to (or affirmed) before me on this 23rd of April, 2013 by
date

ANDREW V. AGOSTINI
Name of Authorized Representative

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

[Signature]
Notary's Signature and Seal

PATRICE A. ALPERT
Name of Acknowledger typed, printed or stamped



Commission Number, if any

**City of Key West
Planning Department**



Authorization Form
(Where Owner is a Business Entity)

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

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

Managing Member of JLW Key West 1, LLC
Name of office (President, Managing Member) *Name of owner from deed*

authorize Butch Ross of Patterson Real Estate Advisory Group
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 23rd April, 2013 by
date

ANDREW V. AGOSTINI
Name of Authorized Representative

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

[Signature]
Notary's Signature and Seal

PATRICE A. ALPERT
Name of Acknowledger typed, printed or stamped



Commission Number, if any

City of Key West
Planning Department



Authorization Form
(Where Owner is a Business Entity)

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

I, Andrew Agostini as
Please Print Name of person with authority to execute documents on behalf of entity.

Managing Member of JLW Key West I, LLC
Name of office (President, Managing Member) *Name of owner from deed*

authorize John Gonzalez of JI. Woode Ltd.
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 23rd April, 2013 by
date

ANDREW V. AGOSTINI
Name of Authorized Representative

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

[Signature]
Notary's Signature and Seal

PATRICE A. ALPERT
Name of Acknowledger typed, printed or stamped



Commission Number, if any

City of Key West
Planning Department



Authorization Form
(Where Owner is a Business Entity)

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

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

Managing Member of AVA Key West LLC, the Managing AVA Key West LLC, JRC Key West Hotel LLC, RFA,
Co-Tenant of the Lexington Property of Key West LLC and JL Key West LLC
Name of office (President, Managing Member) *Name of owner from deed*

authorize John Gonzalez of JL Woode Ltd.
Please Print Name of Representative

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

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

Subscribed and sworn to (or affirmed) before me on this 23rd April, 2013 by
date

ANDREW V. AGOSTINI
Name of Authorized Representative

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

[Signature]
Notary's Signature and Seal

PATRICE A. ALPERT
Name of Acknowledger typed, printed or stamped



Commission Number, if any

City of Key West
Planning Department



Authorization Form
(Where Owner is a Business Entity)

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

I, Andrew Agostini as
Please Print Name of person with authority to execute documents on behalf of entity
Managing Member of JKW Key West 2 LLC, the Managing
Co-Tenant of the Quality Inn Property of JKW Key West 2 LLC, JKW Key West II LLC, RFA
Name of office (President, Managing Member) of Key West II LLC,
Name of owner from deed

authorize John Gonzalez of JL Woodc Ltd.
Please Print Name of Representative

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

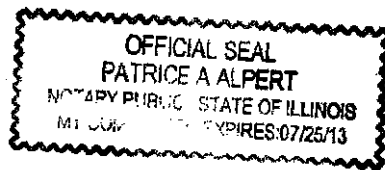
[Signature]
Signature of person with authority to execute documents on behalf of entity owner

Subscribed and sworn to (or affirmed) before me on this 23rd of April, 2013 by
date

ANDREW V. AGOSTINI
Name of Authorized Representative

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

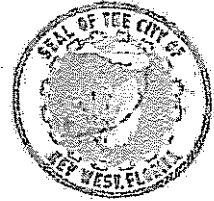
[Signature]
Notary's Signature and Seal



Name of Acknowledger typed, printed or stamped

Commission Number, if any

City of Key West
Planning Department



Verification Form
(Where Authorized Representative is an entity)


I, Andrew Agostini in my capacity as Managing Member
(print name) (print position, president, managing member)

of JLW Key West 1, LLC
(print name of entity serving as Authorized Representative)

being duly sworn, depose and say that I am the Authorized Representative of the Owner (as appears on the deed), for the following property identified as the subject matter of this application:

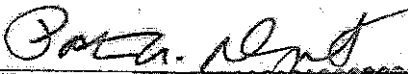
3800, 3820, 3848, and 3852 North Roosevelt Blvd., Key West, FL, 33040
Street Address of subject property

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.


Signature of Authorized Representative

Subscribed and sworn to (or affirmed) before me on this Monday, March, 2013 by
date
Andrew Agostini
Name of Authorized Representative

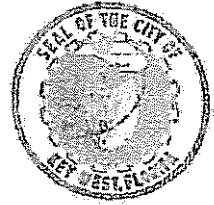
He/She is personally known to me or has presented _____ as identification.


Notary's Signature and Seal
OFFICIAL SEAL
PATRICE A. ALPERT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 07/25/13

Name of ~~Notary~~ Notary as typed, printed or stamped

Commission Number, if any

City of Key West
Planning Department



Authorization Form
(Where Owner is a Business Entity)

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

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

Managing Member of JLW Key West 1, LLC
Name of office (President, Managing Member) *Name of owner from deed*

authorize Andres Rubio and Manny Dominguez of Cooper Carry
Please Print Name of Representative

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

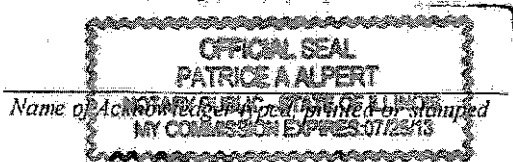
[Signature]
Signature of person with authority to execute documents on behalf on entity owner

Subscribed and sworn to (or affirmed) before me on this 4th day of March, 2013
date

Andrew Agostini
Name of Authorized Representative

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

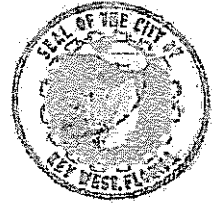
[Signature]
Notary's Signature and Seal



Name of Acknowledged Party, printed or stamped

Commission Number, if any

City of Key West
Planning Department



Authorization Form
(Where Owner is a Business Entity)

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

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

Managing Member of JKW Key West I, LLC
Name of office (President, Managing Member) *Name of owner from deed*

authorize Allen Perez of Perez Engineering and Development Inc.
Please Print Name of Representative

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

A handwritten signature in black ink, appearing to read "Andrew Agostini".

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

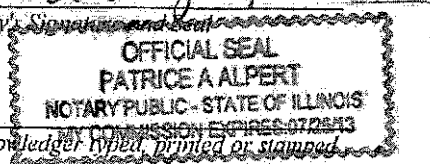
Subscribed and sworn to (or affirmed) before me on this 4th day of March, 2013 by
date

Andrew Agostini
Name of Authorized Representative

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

A handwritten signature in black ink, appearing to read "Patrice A. Alpert".

Notary's Signature and Seal



Name of Acknowledger typed, printed or stamped

Commission Number, if any

City of Key West
Planning Department



Authorization Form
(Where Owner is a Business Entity)

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

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

Managing Member of ILW Key West 3, LLC
Name of office (President, Managing Member) *Name of owner from deed*

authorize Rod Radcliff and Michael McHale of Advent PDS
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 4th day of March, 2013 by
date

Andrew Agostini
Name of Authorized Representative

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

[Signature]
Notary's Signature and Seal
OFFICIAL SEAL
PATRICE A ALPERT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 07/26/13
Name of Acknowledger need printed or stamped

Commission Number, if any

City of Key West
Planning Department



Authorization Form
(Where Owner is a Business Entity)

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

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

Managing Member of JKW Key West I, LLC
Name of office (President, Managing Member) Name of owner from deed

authorize Thomas E. Pope
Please Print Name of Representative

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

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

Subscribed and sworn to (or affirmed) before me on this 7th day of March, 2013 by
date

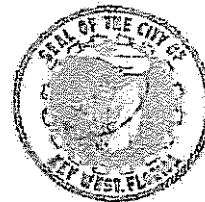
Andrew Agostini
Name of Authorized Representative

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

[Signature]
Notary's Signature and Seal
OFFICIAL SEAL
PATRICE A ALPERT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 07/26/13
Name of Acknowledger typed, printed or stamped

Commission Number, if any

City of Key West
Planning Department



Verification Form

(Where Authorized Representative is an entity)

I, Andrew Agostini, in my capacity as Managing Member of AVA Key West, LLC, the Managing Cotenant
(print name) *(print position: president, managing member)*

of AVA Key West LLC, JL Key West LLC, JRC Key West Hotel LLC, and REA Key West LLC
(print name of entity serving as Authorized Representative)

being duly sworn, depose and say that I am the Authorized Representative of the Owner (as appears on the deed), for the following property identified as the subject matter of this application:

3850 North Roosevelt Blvd., Key West, FL 33040
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.

Signature of Authorized Representative

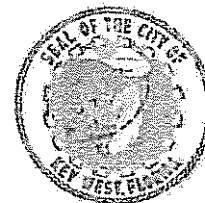
Subscribed and sworn to (or affirmed) before me on this 4th day of March, 2013 by
Andrew Agostini
Name of Authorized Representative

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

Name of Notary Public (typed, printed or stamped)

Commission Number, if any

City of Key West
Planning Department



Authorization Form
(Where Owner is a Business Entity)

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

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

Managing Member of AVA Key West, LLC, the Managing Co-Tenant
of the Lexington Property of AVA Key West LLC, JL Key West LLC, JRC Key West Hotel LLC,
and RFA Key West LLC
Name of office (President, Managing Member) *Name of owner from deed*

authorize Andres Rubio and Manny Dominguez of Cooper Carry
Please Print Name of Representative

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

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

Subscribed and sworn to (or affirmed) before me on this 4th day of March, 2013 by
date

Andrew Agostini
Name of Authorized Representative

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



Name of Acknowledger typed, printed or stamped

Commission Number, if any

City of Key West
Planning Department



Authorization Form
(Where Owner is a Business Entity)

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

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

Managing Member of AVA Key West, LLC, the Managing Co-tenant of the Lexington Property of AVA Key West LLC, JL Key West LLC, JRC Key West Hotel LLC, and RFA Key West LLC
Name of office (President, Managing Member) *Name of owner from deed*

authorize Rod Radcliff and Michael McHale of Advert PDS
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 4th day, March, 2013 by
date

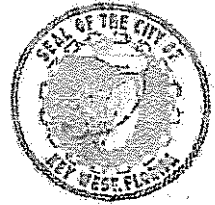
Andrew Agostini
Name of Authorized Representative

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

[Signature]
Notary's Signature and Seal
PATRICE A. ALPERT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 07/25/13
Name of Acknowledger typed, printed or stamped

Commission Number, if any

City of Key West
Planning Department



Authorization Form
(Where Owner is a Business Entity)

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

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

Managing Member of AVA Key West, LLC, the Managing Co-tenant
of the Lexington Property

of AVA Key West LLC, JL Key West LLC, JRC Key West Hotel LLC,
and RFA Key West LLC

Name of office (President, Managing Member)

Name of owner from deed

authorize Allen Perez of Perez Engineering and Development
Please Print Name of Representative

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

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

Subscribed and sworn to (or affirmed) before me on this 4th day of March, 2013 by
date

Andrew Agostini
Name of Authorized Representative

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



Name of Acknowledger typed, printed or stamped

Commission Number, if any

**City of Key West
Planning Department**



Authorization Form
(Where Owner is a Business Entity)

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

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

Managing Member of AVA Key West, LLC, the Managing Co-tenant of the Lexington Property of AVA Key West LLC, JL Key West LLC, JRC Key West Hotel LLC, and RFA Key West LLC
Name of office (President, Managing Member) *Name of owner from deed*

authorize Thomas E. Pope
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 an entity owner

Subscribed and sworn to (or affirmed) before me on this 4th day of March 2013 by
date

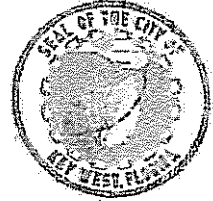
Andrew Agostini
Name of Authorized Representative

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

[Signature]
Notary's Signature and Seal
OFFICIAL SEAL
PATRICE A. ALPERT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 07/26/13
Name of Acknowledger Typed, printed or stamped

Commission Number, if any

City of Key West
Planning Department



Verification Form

(Where Authorized Representative is an entity)

I, Andrew Agostini, in my capacity as Managing Member of JKW Key West 2, LLC, the Managing Cotenant
(print name) *(print position, president, managing member)*
of JL Key West 2 LLC, JL Key West II LLC, and REA Key West II LLC
(print name of entity serving as Authorized Representative)

being duly sworn, depose and say that I am the Authorized Representative of the Owner (as appears on the deed), for the following property identified as the subject matter of this application:

3824 North Roosevelt Blvd., Key West, FL 33040

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.

[Signature]
Signature of Authorized Representative

Subscribed and sworn to (or affirmed) before me on this 9th day of March, 2013 by

Andrew Agostini
Name of Authorized Representative

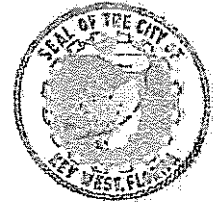
He/She is personally known to me or has presented _____ as identification.

[Signature]
Notary's Signature and Seal
OFFICIAL SEAL
PATRICE A ALPERT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 07/25/13

Name of ~~Subscribed~~ ~~person~~ ~~presented~~ ~~or~~ ~~stamped~~

Commission Number, if any

City of Key West
Planning Department



Authorization Form
(Where Owner is a Business Entity)

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

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

Managing Member of JLV Key West 2, LLC, the Managing Co-tenant
of the Quality Inn Property JLV West 2 LLC, JL Key West II LLC, and RFA Key West II LLC
Name of office (President, Managing Member) of *Name of owner from deed*

authorize Andres Rubio and Manny Dominguez of Cooper Carry
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 an entity owner

Subscribed and sworn to (or affirmed) before me on this 4th day of March, 2013 by
date

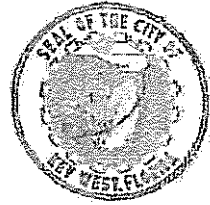
Andrew Agostini
Name of Authorized Representative

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

[Signature]
Notary's Signature
PATRICE A. ALPERT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 07/25/13
Name of Notary Public, typed, printed or stamped

Commission Number, if any

City of Key West
Planning Department



Authorization Form
(Where Owner is a Business Entity)

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

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

Managing Member of JLW Key West 2, LLC, the Managing Co-tenant
of the Quality Inn Property of JLW West 2 LLC, JL Key West II LLC, and RFA Key West II LLC
Name of office (President, Managing Member) *Name of owner from deed*

authorize Rod Radcliff and Michael McHale of Advent PDS
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 4th day of March, 2013 by
Date

Andrew Agostini
Name of Authorized Representative

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

[Signature]
Notary's Signature and Seal
PATRICE A. ALPERT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 07/23/13
Name of Notary (to be typed, printed or stamped)

Commission Number, if any

**City of Key West
Planning Department**



Authorization Form
(Where Owner is a Business Entity)

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

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

Managing Member of J.W Key West 2, LLC, the Managing Co-tenant of J.W West 2 LLC, J.L Key West II LLC, and RFA Key West II LLC
Name of office (President, Managing Member) *Name of owner from deed*
of the Quality Inn Property

authorize Allen Perez of Perez Engineering and Development
Please Print Name of Representative

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

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

Subscribed and sworn to (or affirmed) before me on this 4th day of March, 2013 by
date

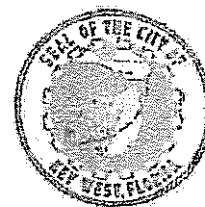
Andrew Agostini
Name of Authorized Representative

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

[Signature]
Notary's Signature and Seal
PATRICE A. ALPERT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 07/25/13
Name of Acknowledger typed, printed or stamped

Commission Number, if any

City of Key West
Planning Department



Authorization Form
(Where Owner is a Business Entity)

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

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

Managing Member of ILW Key West 2, LLC, the Managing Co-tenant of the Quality Inn Property ILW West 2 LLC, JL Key West II LLC, and RFA Key West II LLC
Name of office (President, Managing Member) of *Name of owner from deed*

authorize Thomas F. Pope
Please Print Name of Representative

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

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

Subscribed and sworn to (or affirmed) before me on this Monday, March 20, 2013 by
date

Andrew Agostini
Name of Authorized Representative

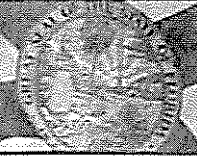
He/She is personally known to me or has presented _____ as identification.

[Signature]
Notary's Signature and Seal
PATRICE A. ALPERT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 07/25/13

Name of notary to be typed, printed or stamped

Commission Number, if any

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



[Previous on List](#) [Next on List](#) [Return To List](#)

[Events](#) [No Name History](#)

Detail by Entity Name

Florida Limited Liability Company

JLW KEY WEST 1, LLC

This detail screen does not contain information about the 2013 Annual Report.
Click the 'Search Now' button to determine if the 2013 Annual Report has been filed.

[Search Now](#)

Filing Information

Document Number L06000098363
FEI/EIN Number 205735783
Date Filed 10/06/2006
State FL
Status ACTIVE
Last Event LC AMENDMENT
Event Date Filed 12/28/2010
Event Effective Date NONE

Principal Address

35 EAST WACKER DRIVE, SUITE 3300
CHICAGO IL 60601

Changed 12/28/2010

Mailing Address

35 EAST WACKER DRIVE, SUITE 3300
CHICAGO IL 60601

Changed 12/28/2010

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE FL 32301-2525 US

Name Changed: 12/28/2010

Address Changed: 12/28/2010

Manager/Member Detail

Name & Address

Title MGRM

AGOSTINI, ANDREW V
35 EAST WACKER DRIVE, SUITE 3300
CHICAGO IL 60601

Annual Reports

Report Year Filed Date

2010	04/29/2010
2011	04/26/2011
2012	04/20/2012

Document Images

- [04/20/2012 -- ANNUAL REPORT](#) [View image in PDF format](#)
- [04/26/2011 -- ANNUAL REPORT](#) [View image in PDF format](#)
- [12/28/2010 -- CORLCMMRES](#) [View image in PDF format](#)
- [12/28/2010 -- LC Amendment](#) [View image in PDF format](#)
- [04/29/2010 -- ANNUAL REPORT](#) [View image in PDF format](#)
- [04/28/2009 -- ANNUAL REPORT](#) [View image in PDF format](#)
- [04/03/2008 -- ANNUAL REPORT](#) [View image in PDF format](#)
- [04/25/2007 -- ANNUAL REPORT](#) [View image in PDF format](#)
- [10/06/2006 -- Florida Limited Liability](#) [View image in PDF format](#)

[Previous on List](#)

[Next on List](#)

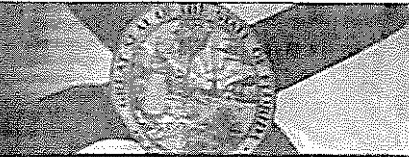
[Return To List](#)

Entity Name Search

[Events](#)

No Name History

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



[Previous on List](#) [Next on List](#) [Return To List](#)

[Events](#) [No Name History](#)

Detail by Entity Name

Florida Limited Liability Company

JLW KEY WEST 1, LLC

This detail screen does not contain information about the 2013 Annual Report.
Click the 'Search Now' button to determine if the 2013 Annual Report has been filed.
[Search Now](#)

Filing Information

Document Number L06000098363
FEI/EIN Number 205735783
Date Filed 10/06/2006
State FL
Status ACTIVE
Last Event LC AMENDMENT
Event Date Filed 12/28/2010
Event Effective Date NONE

Principal Address

35 EAST WACKER DRIVE, SUITE 3300
CHICAGO IL 60601

Changed 12/28/2010

Mailing Address

35 EAST WACKER DRIVE, SUITE 3300
CHICAGO IL 60601

Changed 12/28/2010

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE FL 32301-2525 US

Name Changed: 12/28/2010

Address Changed: 12/28/2010

Manager/Member Detail

Name & Address

Title MGRM

AGOSTINI, ANDREW V
35 EAST WACKER DRIVE, SUITE 3300
CHICAGO IL 60601

Annual Reports

Report Year Filed Date

2010 04/29/2010
2011 04/26/2011
2012 04/20/2012

Document Images

- [04/20/2012 -- ANNUAL REPORT](#) View image in PDF format
- [04/26/2011 -- ANNUAL REPORT](#) View image in PDF format
- [12/28/2010 -- CORLCMMRES](#) View image in PDF format
- [12/28/2010 -- LC Amendment](#) View image in PDF format
- [04/29/2010 -- ANNUAL REPORT](#) View image in PDF format
- [04/28/2009 -- ANNUAL REPORT](#) View image in PDF format
- [04/03/2008 -- ANNUAL REPORT](#) View image in PDF format
- [04/25/2007 -- ANNUAL REPORT](#) View image in PDF format
- [10/06/2006 -- Florida Limited Liability](#) View image in PDF format

[Previous on List](#)

[Next on List](#)

[Return To List](#)

Entity Name Search

[Events](#)

No Name History

Submit

ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTEREST

(JLW Key West 1, LLC)

THIS ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTEREST (this "Assignment") is made and entered into as of the 20th day of July, 2012 (the "Effective Date") by and between SH 7, INC., a Florida corporation ("Assignor"), and RFA INVESTORS, LP, a Delaware limited partnership ("Assignee").

RECITALS

A. JLW Key West 1, LLC, a Florida limited liability company (the "Company"), is governed by that certain Limited Liability Company Agreement of JLW Key West 1, LLC dated October 7, 2006, as amended by First Amendment to Operating Agreement of JLW Key West 1, LLC dated December 23, 2009, as further amended by Second Amendment to Operating Agreement dated as of December 27, 2010 (as so amended, the "Operating Agreement"). Any capitalized term used but not defined herein shall have its respective meaning as set forth in the Operating Agreement.

B. Assignor is the owner of a 22.50% membership interest in the Company (such interest, together with its capital account and all of its rights to allocation of income, losses, deductions, credits and distributions of cash flow, capital proceeds, liquidation proceeds and other rights, privileges and capital attributable to that interest and subject to all burdens and obligations of an owner of that interest that accrue, the "Membership Interest").

C. Assignee currently is the owner of a 22.50% membership interest in the Company.

D. In connection with that certain Purchase and Sale Agreement dated as of June 19, 2012 (the "PSA"), Assignor desires to sell, transfer and assign the Membership Interest to Assignee, and Assignee desires to purchase, accept and receive the Membership Interest from Assignor, all in accordance with the terms and conditions contained in this Assignment.

NOW, THEREFORE, for and in consideration of the payments made under PSA, the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment of Membership Interest and Withdrawal. Assignor hereby (i) irrevocably and unconditionally sells, assigns, grants, conveys, transfers, and sets over the Membership Interest unto Assignee, free and clear of any and all liens, encumbrances, claims or restrictions on transfer or voting, other than restrictions on transfer imposed by the Operating Agreement and the \$56.5 Million Loan (as defined in the PSA), together with all rights, title, benefits, and interest of Assignor in and to the Membership Interest, and (ii) resigns and withdraws as a Member of the Company.

2. Assumption. Assignee hereby takes and accepts the foregoing assignment of the Membership Interest, subject to the obligations of an owner thereof. Assignee hereby (i)

assumes and agrees to perform all of the obligations and liabilities associated with the Membership Interest, (ii) agrees to be bound by all the terms and provisions of the Operating Agreement and formation documents of the Company and (iii) accepts admittance as a substitute Member of the Company in place of the Assignor. From and after the Effective Date, Assignee shall be the owner a 45.00% membership interest in the Company.

3. Termination of Interest. The Assignor hereby acknowledges and agrees that, as a result of this Assignment, the Assignor hereby ceases to be a Member of or retain any right or interest in the Company from and after the Effective Date, and all each such right or interest is hereby vested in Assignee. The Assignor agrees that all cash flow, income, profits, proceeds, gains and losses related to the Membership Interest whether relating to the period from and after or prior to the Effective Date shall belong to the Assignee.

4. Consent of the Remaining Members. Pursuant to Article IX of the Operating Agreement and by execution of this Assignment, the remaining Members of the Company (other the JG Member and TF Member) hereby consent to the assignment of the Membership Interest from Assignor to Assignee, to the extent such consent is required under the Operating Agreement.

5. Release. The provisions of that certain Project Key West Mutual Release Agreement dated as of even date herewith and executed in connection with the PSA shall apply to this Assignment and are hereby expressly incorporated into this Assignment as if the same were set forth herein.

6. No Dissolution Caused. The parties to this Assignment hereby (i) acknowledge that neither the execution and delivery of this Assignment, nor the consummation of the transaction contemplated herein, is intended to cause a dissolution of the Company under Florida law, and (ii) agree that the Company will not be dissolved as a result of the execution and delivery of this Assignment.

7. Governing Law. This Assignment will be governed by, and construed in accordance with, the laws of the State of Florida without regard to the conflict of laws rules of such state, including all means of construction, validity and performance.

8. Counterparts. This Assignment may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature delivered by facsimile or by electronic transmission shall be deemed to be an original signature hereto.

9. Further Assurances. Each party hereto will, from time to time and at all times hereafter, without cost or expense to such party, upon every reasonable request to do so by the other parties, make, do, execute and deliver, or cause to be made, done, executed and delivered, all such further acts, deeds, assurances and things as may be legally required or reasonably necessary in order to further implement and carry out the intent and purpose of this Assignment.

10. Binding Effect; Modification. This Assignment shall be binding upon, and shall inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors, assigns, agents, legal representatives, bankruptcy trustees and attorneys. Any modification of this Assignment shall be effective only if in a writing executed by all the parties.

11. Entire Assignment. This Assignment, the PSA and any collateral documents and instruments executed in connection with the consummation of the transactions contemplated hereby contain the entire agreement among the parties with respect to the transactions contemplated hereby, and supersede all prior agreements, written or oral, with respect thereto.

12. Invalid Provisions. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Assignment will not be materially and adversely affected thereby, (i) such provision will be fully severable, (ii) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and (iii) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Membership Interest as of the day, month and year first written above.

ASSIGNOR:

SH 7, INC. a Florida corporation

By: 

Name: Robert A. Spottswood

Title: President

ASSIGNEE:

RFA INVESTORS, LP, a Delaware limited partnership

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

By: _____

Name: Edward W. Ross

Title: Manager

REMAINING MEMBERS:

ANDREW V. AGOSTINI

J. LUZURIAGA

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Membership Interest as of the day, month and year first written above.

ASSIGNOR:


SH 7, INC., a Florida corporation

By: _____
Name: Robert A. Spottswood
Title: President

ASSIGNEE:

RFA INVESTORS, LP, a Delaware limited partnership

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

By: 
Name: Edward W. Ross
Title: Manager

REMAINING MEMBERS:



ANDREW V. AGOSTINI

J. LUZURIAGA

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Membership Interest as of the day, month and year first written above.

ASSIGNOR:

SH 7, INC., a Florida corporation

By: _____
Name: Robert A. Spottswood
Title: President

ASSIGNEE:

RFA INVESTORS, LP, a Delaware limited partnership

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

By: _____
Name: Edward W. Ross
Title: Manager

REMAINING MEMBERS:

ANDREW V. AGOSTINI

J. LUZURIAGA

SECOND AMENDMENT TO OPERATING AGREEMENT
OF
JLW KEY WEST 1, LLC

THIS SECOND AMENDMENT TO OPERATING AGREEMENT OF JLW KEY WEST 1, LLC (this "**Amendment**") is made as of the 27th day of December, 2010 (the "**Effective Date**") by and among the parties hereto who are signatories to this Amendment (each a "**Member**") and collectively, the "**Members**"), constituting all of the members of JLW KEY WEST 1, LLC, a Florida limited liability company (the "**Company**").

RECITALS:

A. The Members entered into that certain Limited Liability Company Operating Agreement of the Company dated October 7, 2006, as amended by that certain First Amendment to Operating Agreement of the Company dated December 23, 2009 (as so amended, the "**Operating Agreement**"), which sets forth the regulations, terms and conditions under which the Company is operated.

B. The Company owns those certain real properties located in Key West, Florida and commonly known as (i) the current or former Radisson Hotel, located at 3820 N. Roosevelt Boulevard, (ii) the current or former Days Inn Hotel, located at 3852 N. Roosevelt Boulevard, (iii) the current or former El Meson de Pepe Restaurant, located at 3800 N. Roosevelt Boulevard, and (iv) the Conch Tour Train, located at 3840 N. Roosevelt Boulevard (collectively, the "**Properties**").

C. The Members desire to further amend the Operating Agreement to (i) reflect the resignation of SH 7, Inc., a Florida corporation ("**SH 7**"), as the Managing Member of the Company and (ii) appoint Andrew V. Agostini ("**Agostini**"), as the new Managing Member of the Company.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members hereby agree as follows:

1. Recitals; Defined Terms. The above recitals, definitions, preamble and provisions are hereby made a part of this Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Operating Agreement.

2. Resignation of Existing Managing Member. Pursuant to Section 7.3 of the Operating Agreement, SH 7 hereby resigns as the Managing Member of the Company, which resignation shall take effect on the Effective Date (such date also being referred to as the "**Resignation Date**"). SH 7 shall remain a Member of the Company. The foregoing resignation shall not affect SH 7's rights as a Member, if any, and shall not constitute SH 7's withdrawal as a Member.

3. Appointment of New Managing Member. Effective as of the Resignation Date, the Members hereby elect and appoint Agostini as the new Managing Member of the Company.

Agostini agrees to perform as Managing Member of the Company in accordance with the terms of the Operating Agreement.

4. New Property Management Agreement. Notwithstanding anything to contrary in Section 7.2 of the Operating Agreement, the Members hereby approve the entry by Owner into a one or more new property and hotel management agreements for the Properties with Hostmark Hospitality Group ("**Hostmark**") on "market" terms and conditions acceptable to Agostini as the new Managing Member, provided, that the management fee payable to Hostmark shall not be in excess of the management fee that was paid to Spottswood Management, Inc.

5. Principal Office. Section 2.4 of the Operating Agreement is hereby deleted in its entirety and, in lieu thereof, there is substituted the following:

"Principal Office. The location of the Company's principal office is 35 East Wacker Drive, Suite 3300, Chicago, Illinois 60611, or such other place as from time to time may be selected by the Managing Member."

6. Registered Agent and Registered Office. Section 2.5 of the Operating Agreement is hereby deleted in its entirety and, in lieu thereof, there is substituted the following:

"Registered Agent and Registered Office. The statutory agent for service of process and the registered office of the Company in the State of Florida shall be the Person and office designated by the Managing Manager from time to time to serve in that capacity in accordance with the Act."

7. Lender Approval. This Amendment shall not become effective unless and until approved by Bank of America, N.A., in accordance with the terms of the Loan.

8. No Other Changes. Except as specifically provided by this Amendment, no part of the Operating Agreement is in any way altered, amended or changed. In the event of any inconsistency between the Operating Agreement and this Amendment, the terms of this Amendment shall supersede and control to the extent of any such inconsistency.

9. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Florida, without reference to principles of conflicts of law.

10. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instruments. Any signature delivered by facsimile or by electronic transmission shall be deemed to be an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Members have executed this Amendment or caused this Amendment to be executed by its duly authorized representatives, as of the date first above written.

MEMBERS:

SH 7, INC., a Florida corporation

By: 

Name: Robert A. Spottswood

Title: President

ANDREW V. AGOSTINI

Being the Managing Member prior to the
Resignation Date

Becoming the Managing Member from and
after the Resignation Date

J. LUZURIAGA

RFA Investors, LP, a Delaware limited
partnership

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

By: _____

Name: Edward W. Ross

Title: Manager

TYLER FLESCH

JEREMY GLENDENNING

IN WITNESS WHEREOF, the Members have executed this Amendment or caused this Amendment to be executed by its duly authorized representatives, as of the date first above written.

MEMBERS:

SH 7, INC., a Florida corporation


ANDREW V. AGOSTINI

By: _____
Name: Robert A. Spottswood
Title: President

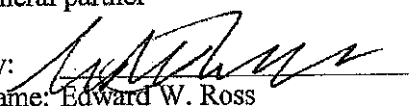
Being the Managing Member prior to the
Resignation Date

Becoming the Managing Member from and
after the Resignation Date

J. LUZURIAGA

RFA Investors, LP, a Delaware limited
partnership

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

By: 
Name: Edward W. Ross
Title: Manager

TYLER FLESCHE

JEREMY GLENDENNING

IN WITNESS WHEREOF, the Members have executed this Amendment or caused this Amendment to be executed by its duly authorized representatives, as of the date first above written.

MEMBERS:

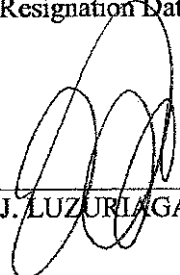
SH 7, INC., a Florida corporation

ANDREW V. AGOSTINI

By: _____
Name: Robert A. Spottswood
Title: President

Being the Managing Member prior to the
Resignation Date

Becoming the Managing Member from and
after the Resignation Date



J. LUZURIAGA

RFA Investors, LP, a Delaware limited
partnership

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

By: _____
Name: Edward W. Ross
Title: Manager

TYLER FLESCH



JEREMY GLENDENNING

IN WITNESS WHEREOF, the Members have executed this Amendment or caused this Amendment to be executed by its duly authorized representatives, as of the date first above written.

MEMBERS:

SH 7, INC., a Florida corporation

ANDREW V. AGOSTINI

By: _____
Name: Robert A. Spottswood
Title: President

Being the Managing Member prior to the
Resignation Date

Becoming the Managing Member from and
after the Resignation Date

J. LUZURIAGA

RFA Investors, LP, a Delaware limited
partnership

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

By: _____
Name: Edward W. Ross
Title: Manager



TYLER FLESCH

JEREMY GLENDENNING

FIRST AMENDMENT TO OPERATING AGREEMENT
OF
JLW KEY WEST 1, LLC

This First Amendment to Operating Agreement of JLW KEY WEST 1, LLC (this "Agreement") is made this 23 day of December, 2009 (the "Effective Date"), by and among the parties hereto who are signatories to this Agreement (each a "Member" and collectively, the "Members"), constituting all of the members of JLW KEY WEST 1, LLC, a Florida limited liability company (the "Company").

Recitals

A. The Members entered into the Operating Agreement of the Company dated October 7, 2006 (the "Operating Agreement"), which sets forth the regulations, terms and conditions under which the Company is operated; and

B. The Company, along with JLW Key West 2, LLC, a Florida limited liability company, RFA Key West II LLC, a Florida limited liability company, JL Key West II LLC, a Florida limited liability company, and SH 8, LLC, a Florida limited liability company (the "Co-Borrowers"), borrowed \$61,500,000.00 under a loan previously given by Bank of America, N.A., a national banking association, successor by merger to LaSalle Bank National Association, a national banking association, pursuant to that certain Loan Agreement dated November 8, 2006 and other loan documents related thereto, to finance the acquisition by the Company and the Co-Borrowers of certain properties located in Key West, Florida (the "Original Loan"); and

C. The Company, together with the Co-Borrowers, desire to modify and restructure the Original Loan with Bank of America, N.A., a national banking association, as agent on behalf of itself and Associated Bank, National Association, a national banking association (collectively, the "Lender"); and

D. In connection with the modification and restructuring of the Original Loan (the "Loan Modification") with the Lender, the Members desire to amend certain definitions contained in the Operating Agreement.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members agree as follows:

1. Recitals; Defined Terms. The above recitals, definitions, preamble and provisions are hereby made a part of this Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Operating Agreement.

2. Amendments to Definitions in Operating Agreement.

(a) The definition of "Agent" contained in Section 1.1 is hereby deleted in its entirety and the following shall be substituted in place thereof:

"Agent: "Agent" shall mean Bank of America, N.A., a national banking association, as administrative agent on behalf of itself and certain other Lenders."

(b) The definition of "Banks" contained in Section 1.1 is hereby deleted in its entirety.

(c) The definition of "Lender(s)" shall be added to Section 1.1 of the Operating Agreement as follows:

"Lender(s): "Lender(s)" shall have the meaning given to such term in the Loan Agreement."

(d) The definition of "Loan" contained in Section 1.1 of the Operating Agreement is hereby deleted in its entirety and the following shall be substituted in place thereof:

"Loan: "Loan" shall mean the financing provided by Lenders, to the Company and Other Borrowers in the original principal amount of \$56,500,000.00 pursuant to the Loan Agreement, as the same shall be amended, consolidated, modified, or restated from time to time, including, without limitation, any amendments that increase the principal amount of the indebtedness."

(e) The definition of "Loan Agreement" contained in Section 1.1 of the Operating Agreement is hereby deleted in its entirety and the following shall be substituted in place thereof:

"Loan Agreement: "Loan Agreement" shall mean that certain Amended and Restated Term Loan Agreement to be dated December 23, 2009 by and among Agent, Lenders, the Company and Other Borrowers related to the Loan, as such Loan Agreement may be amended, modified, or restated from time to time, including, without limitation, amendments that increase the principal amount of the indebtedness."

(f) The definition of "Other Borrower" contained in Section 1.1 of the Operating Agreement is hereby deleted in its entirety and the following shall be substituted in place thereof:

"Other Borrowers "Other Borrowers" means JLW Key West 2, LLC, a Florida limited liability company; JL Key West II LLC, a Florida limited liability company, RFA Key West II LLC, a Florida limited liability company, and SH 8, LLC, a Florida limited liability company."

3. **No Other Changes.** Except as specifically provided by this Agreement, no part of the Operating Agreement is in any way altered, amended or changed. In the event of any inconsistency between the Operating Agreement and this Agreement, the terms of this Agreement shall supersede and control to the extent of any such inconsistency.

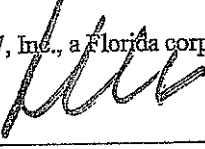
4. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to principles of conflicts of law. Any signature delivered by facsimile or by electronic transmission shall be deemed to be an original signature hereto.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, the Members have executed this Agreement or caused this Agreement to be executed by its duly authorized representatives, as of the Effective Date.

MANAGING MEMBER:

SH 7, Inc., a Florida corporation

By: 
Robert A. Spottswood, President

MEMBERS:

RFA Investors, LP,
a Delaware limited partnership

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

By: _____
Edward W. Ross, Manager

Andrew V. Agostini

J. Luzuriaga

Tyler Flesch

Jeremy Glendenning

IN WITNESS WHEREOF, the Members have executed this Agreement or caused this Agreement to be executed by its duly authorized representatives, as of the Effective Date.

MANAGING MEMBER:

SH 7, Inc., a Florida corporation

By: _____
Robert A. Spottswood, President

MEMBERS:

RFA Investors, LP,
a Delaware limited partnership

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

By: _____
Edward W. Ross, Manager

Andrew V. Agostini

J. Luzuriaga

Tyler Flesch

Jeremy Glendenning



IN WITNESS WHEREOF, the Members have executed this Agreement or caused this Agreement to be executed by its duly authorized representatives, as of the Effective Date.

MANAGING MEMBER:

SH 7, Inc., a Florida corporation

By: _____
Robert A. Spottswood, President


MEMBERS:

RFA Investors, LP,
a Delaware limited partnership

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

By: _____
Edward W. Ross, Manager

Andrew V. Agostini



J. Luzuriaga

Tyler Flesch

Jeremy Glendenning

IN WITNESS WHEREOF, the Members have executed this Agreement or caused this Agreement to be executed by its duly authorized representatives, as of the Effective Date.

MANAGING MEMBER:

SH 7, Inc., a Florida corporation

By: _____
Robert A. Spottswood, President

MEMBERS:


RFA Investors, LP,
a Delaware limited partnership

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

By: _____
Edward W. Ross, Manager

Andrew V. Agostini

J. Luzuriaga



Tyler Flesch

Jeremy Glendenning

IN WITNESS WHEREOF, the Members have executed this Agreement or caused this Agreement to be executed by its duly authorized representatives, as of the Effective Date.

MANAGING MEMBER:

SH 7, Inc., a Florida corporation

By: _____
Robert A. Spottswood, President

MEMBERS:

RFA Investors, LP,
a Delaware limited partnership

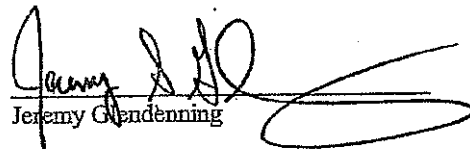
By: RFA Management Company LLC,
a Delaware limited liability company,
its general partner

By: _____
Edward W. Ross, Manager

Andrew V. Agostini

J. Luzuriaga

Tyler Flesch


Jeremy Glendenning

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

OF

JLW KEY WEST 1, LLC

October 7, 2006

THE MEMBERSHIP INTERESTS CREATED BY THIS OPERATING AGREEMENT ARE NOT INTENDED TO CONSTITUTE SECURITIES. TO THE EXTENT THESE MEMBERSHIP INTERESTS ARE CONSTRUED TO BE SECURITIES, THEN SUCH SECURITIES REPRESENTED BY THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR REGISTERED NOR QUALIFIED UNDER ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED, OR HYPOTHECATED UNLESS QUALIFIED AND REGISTERED UNDER APPLICABLE STATE AND FEDERAL SECURITIES LAWS OR UNLESS, IN THE OPINION OF COUNSEL SATISFACTORY TO THE COMPANY, SUCH QUALIFICATION AND REGISTRATION IS NOT REQUIRED. ANY TRANSFER OF ANY SECURITIES REPRESENTED BY THIS OPERATING AGREEMENT IS FURTHER SUBJECT TO OTHER RESTRICTIONS, TERMS AND CONDITIONS.

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

OF

JLW KEY WEST 1, LLC

In accordance with the Florida Limited Liability Company Act and subject to the Articles of Organization, which were filed on October 6, 2006 with the Florida Department of State, the members listed on Exhibit A, and such other persons or entities who from time to time are signatories hereto (the "Members"), adopt the following Limited Liability Company Operating Agreement regarding the conduct of the business and affairs of JLW Key West 1, LLC (the "Company").

WITNESSETH:

WHEREAS, the Members formed the Company under the Florida Limited Liability Company Act; and

WHEREAS, the Members desire to adopt this Agreement to set forth herein the regulations, terms and conditions under which the Company will be operated.

NOW, THEREFORE, set forth below are the regulations, terms and conditions of the operation of the Company.

ARTICLE I - DEFINED TERMS; EXHIBITS, ETC.

1.1 Definitions. As used in this Agreement, the following terms shall have the respective meanings indicated below:

"Act" means the Florida Limited Liability Company Act, as the same may be amended from time to time.

"Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(a) decrease such deficit by any amounts which such Member is obligated or deemed obligated to restore pursuant to this Agreement or the penultimate sentence of each of Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5). For these purposes, a Member is obligated to restore an amount to the Company to the extent (i) the Member is unconditionally obligated to restore part or all of its negative Capital Account balance in the manner described in Regulation Section 1.704-

1(b)(2)(ii)(b)(3), or (ii) the Member is unconditionally obligated to contribute capital to the Company; and

(b) increase such deficit by the items described in Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Affiliate" means any Person who or which, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with an entity (the term "control" for purposes of this definition meaning the ability, whether by ownership of shares or other equity interests, by contract or otherwise, to elect a majority of the directors of a corporation, to select the managing or general partner of a partnership, or otherwise to select, or have the power to remove and then select, a majority of those Persons exercising governing authority over an entity).

"Agent" means LaSalle Bank National Association, a national banking association, as agent for the Banks.

"Agreement" means this Limited Liability Company Operating Agreement, as originally executed and as amended, modified, supplemented or restated from time to time, as the context requires.

"Articles of Organization" means the Articles of Organization of the Company as filed with the Secretary of State of Florida, as the same may be amended or restated from time to time.

"Bankrupt Member" means any Member (a) that (i) makes a general assignment for the benefit of creditors; (ii) files a voluntary bankruptcy petition; (iii) becomes the subject of an order for relief or is declared insolvent in any federal or state bankruptcy or insolvency proceedings; (iv) files a petition or answer seeking for the Member a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law; (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in a proceeding of the type described in subclauses (i) through (iv) of this clause (a); or (vi) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Member's or of all or any substantial part of the Member's properties; or (b) against which, a proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law has been commenced and sixty (60) days have expired without dismissal thereof or with respect to which, without the Member's consent or acquiescence, a trustee, receiver, or liquidator of the Member or of all or any substantial part of the Member's properties has been appointed and sixty (60) days have expired without the appointments having been vacated or stayed, or sixty (60) days have expired after the date of expiration of a stay, if the appointment has not previously been vacated.

"Banks" shall have the meaning given to such term in the Loan Agreement.

"Business Day" means any day on which banks are open for business in Key West, Florida.

“Capital Account” means, with respect to any Member, the separate “book” account which the Company shall establish and maintain for each Member in accordance with Section 704(b) of the Code and Regulation Section 1.704-1(b)(2)(iv) and such other provisions of Regulation Section 1.704-1(b) that must be complied with in order for the Capital Accounts to be determined in accordance with the provisions of the Regulations. In furtherance of the foregoing, the Capital Accounts shall be maintained in compliance with Regulation Section 1.704-1(b)(2)(iv), and the provisions hereof shall be interpreted and applied in a manner consistent therewith.

“Capital Contribution” means, with respect to each Member, the amount of money or property contributed to the Company by such Member from time to time.

“Code” means the Internal Revenue Code of 1986, as amended, or any replacement or successor law thereto.

“Company Minimum Gain” has the meaning ascribed to partnership minimum gain in Regulation Sections 1.704-2(b)(2) and 1.704-2(d), and any Member’s share of Company Minimum Gain shall be determined in accordance with Regulations Section 1.704-2(g)(1).

“Depreciation” means, for each Fiscal Year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for such year or other period in accordance with the depreciation method elected by the Company with respect to such asset, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction allowable for such year or other period bears to such beginning adjusted tax basis or as otherwise required under Section 1.704-1(b)(2)(iv)(g)(3) of the Regulations, or, in the reasonable discretion of the Managing Member, as otherwise permitted thereunder.

“Distributable Cash” means, with respect to any Fiscal Year or other applicable period, the excess, if any, as determined by the Managing Member, of (a) all cash of the Company from all sources for such period, including, without limitation, receipts from operations, contributions of capital by the Members, proceeds of borrowing or from the issuance of securities by the Company, deposits and all other Company cash sources and all Company cash reserves on hand at the beginning of such period over (b) all cash expenses and capital expenditures of the Company for such period, all payments of principal and interest on account of Company indebtedness (including any loans by any Member) and such cash reserves as the Managing Member determines in its discretion (or those mandated by law, contract or the Company’s debt instruments); provided, however, the amount of cash reserves shall initially be determined based upon pro forma projections developed by the Managing Member, and thereafter revised by the Managing Member as it deems appropriate.

“Entity” means any corporation, partnership (general, limited or other), limited liability company, company, trust, business trust, cooperative or association.

“Event of Bankruptcy” means any event that causes a Member to be deemed a Bankrupt Member.

"Fiscal Year" means the twelve-month period ending on December 31 of each year.

"Gross Asset Value" means, with respect to any asset of the Company, the adjusted basis of such asset for federal income tax purposes, except as follows:

(a) The Gross Asset Value of any asset contributed by a Member to the Company shall, as of the date of such contribution and subject to further adjustment as herein provided, be the gross fair market value of such asset, as agreed upon by the contributing Member and all other Members.

(b) The Gross Asset Values of all Company assets (including assets contributed to the Company) shall be adjusted to equal their respective gross fair market values, as agreed upon by the Members, as of each of the following times: (i) the acquisition of an additional Membership Interest by any new or existing Member in exchange for more than a de minimis capital contribution; (ii) the distribution by the Company to a Member of more than a de minimis amount of Company property or cash in consideration of the redemption, or partial redemption, of the Membership Interest of the Member or Members to whom such distribution shall be made if, in connection therewith, the Members determine that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members in the Company; and (iii) the liquidation of the Company within the meaning of Regulation Section 1.704-1(b)(2)(ii)(g).

(c) The Gross Asset Value of any Company asset distributed to any Member shall be the gross fair market value of such asset on the date of distribution as agreed upon by the Members.

(d) The Gross Asset Value of any Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulation Section 1.704-1(b)(2)(iv)(m); provided, however, that Gross Asset Values shall not be adjusted to the extent the Managing Member determines that an adjustment pursuant to subparagraph (b) above is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (d).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to any of the foregoing, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Net Income and Net Losses.

If the Members cannot agree, the fair market values of the Company's assets shall be determined by an independent appraiser selected by the Members, and if the Members cannot agree on the choice of such appraiser, then by a certified public accountant approved by the Managing Member. No distribution in kind shall be made without the approval of the Members.

"Incapacitated" shall mean the inability, by reason of a reasonably verifiable physical or mental disability, of a person to perform such person's assigned duties to the Company, on a full-time basis, for a continuous period of 120 days or for an aggregate of 180 days in any 365 day period.

"JG Member" shall mean Jeremy Glendenning.

"Key West Properties" means the real property commonly known as the Radisson Hotel, the El Meson de Pepe Restaurant, the Conch Tour Train and the Days Inn, as more particularly described on Exhibit B attached hereto.

"Liquidating Trustee" means such Person as is selected at the time of dissolution by the Managing Member, which Person may include an Affiliate of the Managing Member or any Member. The Liquidating Trustee shall be empowered to give and receive notices, reports and payments in connection with the dissolution, liquidation and/or winding-up of the Company and shall hold and exercise such other rights and powers as are necessary or required to permit all parties to deal with the Liquidating Trustee in connection with the dissolution, liquidation, and/or winding-up of the Company.

"Loan" means the financing provided by Lender to the Company and the Other Borrowers in the original principal amount of \$61,500,000 pursuant to the Loan Agreement.

"Loan Agreement" means that certain Loan Agreement to be dated as of November 6, 2006 by and among Lender, the Company and the Other Borrowers, relating to the Loan.

"Managing Member" means the managing member of the Company as appointed in Section 7.1 of this Agreement.

"Member Nonrecourse Debt" has the meaning ascribed to partner nonrecourse debt in Regulation Section 1.704-2(b)(4).

"Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt was treated as a Nonrecourse Liability, determined in accordance with Regulation Sections 1.704-2(i)(2) and (3).

"Member Nonrecourse Deductions" has the meaning ascribed to partner nonrecourse deductions in Regulation Sections 1.704-2(i)(1) and 1.704-2(i)(2).

"Members" means the Persons listed on Exhibit A attached hereto and incorporated herein by reference, as the same shall be amended from time to time, who have been admitted to the Company in accordance with this Agreement and other Persons who become signatories hereto from time to time.

"Membership Interest" means a Member's entire interest in the Company, which shall entitle the Member to (a) an interest in the Net Income, Net Loss, Distributable Cash, and net proceeds of liquidation of the Company, as set forth herein; (b) any right to vote as set forth herein or as required under the Act; and (c) any right to participate in the management of the Company as set forth herein or as required under the Act. A Membership Interest is personal property and a Member shall have no interest in the specific assets or property of the Company.

“Membership Percentage” means, with respect to each Member, such Member’s percentage ownership interest in the Company set forth on Exhibit A attached hereto, as may be amended or adjusted from time to time.

“Minimum Gain” shall mean the minimum gain, determined by computing, with respect to each non-recourse liability, the amount of gain (of whatever character), if any, that would be realized if the Company disposed of (in a taxable transaction) the property subject to such liability in full satisfaction thereof (and for no other consideration), and by then aggregating the amounts so computed. Minimum Gain shall be computed in all respects in conformity with the Regulations. Without limiting the generality of the foregoing, all definitions relevant for Minimum Gain purposes shall have the meaning ascribed thereto in, or for purposes of, the Regulations.

“Net Income” or **“Net Loss”** shall mean the income or loss for federal income tax purposes determined as of the close of the Company’s Fiscal Year or as of such other time as may be required by this Agreement or the Code, as well as, where the context requires, related federal tax items such as tax preferences and credits, appropriately adjusted with respect to final determination of any of the foregoing for federal income tax purposes, and also adjusted as follows:

(a) Any income that is exempt from federal income tax and not otherwise taken into account in computing Net Income or Net Loss shall be added to such taxable income or loss.

(b) Any expenditures described in Section 705(a)(2)(B) of the Code, or treated as Section 705(a)(2)(B) expenditures pursuant to Regulation Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Net Income or Net Loss shall be subtracted from such taxable income or loss.

(c) In lieu of depreciation, amortization or other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year or other period.

(d) Gain or loss during any Fiscal Year on account of the sale, exchange, condemnation or other disposition of any assets, as determined in accordance with Section 1001 of the Code (or, where applicable, Section 453 of the Code), appropriately adjusted, however, with respect to final determination of the foregoing for federal income tax purposes, and also adjusted as follows:

(i) In the event the Gross Asset Value of any asset is adjusted pursuant to subparagraphs (b) or (c) of the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as though the same constituted gain or loss from the disposition of such asset for purposes of computing Net Income or Net Loss under the provisions of this Agreement.

(ii) Gain or loss, if any, resulting from any disposition of Company assets with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value.

“Nonrecourse Deductions” has the meaning set forth in Regulation Section 1.704-2(b)(1).

“Nonrecourse Liability” has the meaning set forth in Regulation Section 1.704-2(b)(3).

“Other Borrowers” means JLW Key West I, LLC, a Florida limited liability company, JL Key West II LLC, a Florida limited liability company, RFA Key West II LLC, a Florida limited liability company, and SH 8, LLC, a Florida limited liability company.

“Person” means any natural person or Entity.

“Prime Rate” shall mean the fluctuating rate as reported in the *Wall Street Journal* or, in the event publication of the *Wall Street Journal* is terminated, in such successor national financial publication as determined by the Managing Member.

“Project” means the purchase, ownership, development, and management of the Property and may consist of the development, redevelopment, and management of a mixed use project on the Property which may include, without limitation, hotels, vacation ownership accommodations, restaurants, condominiums, retail uses, and residential accommodations.

“Property” means the Key West Properties, as more particularly described on Exhibit B attached hereto and incorporated herein by reference (as may be amended by the Managing Member from time to time to acknowledge the Company’s purchase of additional property or the sale of certain of the property listed on Exhibit B) including all improvements, personal property and other rights located thereon or appurtenant thereto.

“Regulation” or “Regulations” means the proposed, temporary and final regulations promulgated by the Treasury Department pursuant to the Code, as amended from time to time.

“Tax Distribution” means a distribution by the Company of Distributable Cash to the Members which is designed to estimate such Member’s respective tax liability with respect to such Member’s Membership Interest for the applicable time period. Each Tax Distribution shall be in an amount presently equal to an assumed aggregate Federal and state income tax liability of 40% of the cumulative taxable income (after taking account of allocated tax losses and deductions for any prior periods subsequent to the last Tax Distribution) allocated (or estimated to be allocated if not determined at such time) to such Member since the last Tax Distribution to such Member. In the event that the highest federal income tax rate tax for individuals is changed from 35%, the assumed rate above shall be likewise adjusted to reflect the change to such modified maximum federal tax rate (rounded up to the next whole percentage). All such Tax Distributions shall be determined and made without regard to any available or applied tax credits and otherwise without regard to the tax status, profile or other actual tax liability of the Members.

“TF Member” shall mean Tyler Flesch.

1.2 **Other Defined Terms.** Capitalized terms not defined in Section 1.1 shall have the meanings set forth in the other sections of this Agreement.

1.3 **References.** References to an "Exhibit" are, unless otherwise specified, to one of the exhibits attached to this Agreement, and references to an "Article" or a "Section" are, unless otherwise specified, to one of the articles or sections of this Agreement. Each Exhibit attached hereto and referred to herein is hereby incorporated herein by such reference.

ARTICLE II - ORGANIZATION

2.1 **Organization of Company.** Effective as of October 6, 2006, the date of the filing of the Articles of Organization with the Secretary of State of the State of Florida, the initial Members formed the Company as a limited liability company governed by the terms hereof. Except as provided herein or in the Articles of Organization, the rights and obligations of the Members are as provided under the Act.

2.2 **Name.** The name of the Company is "JLW KEY WEST 1, LLC" or such other name as may be selected by the Managing Member.

2.3 **Purpose and Powers.** Subject to Article XI, the purpose and business of the Company is to acquire, develop, operate and manage the Project, and to engage in any and all activities or businesses related or incidental thereto as permitted by the Act. The Company shall not engage in any other activity not incidental to the foregoing without the prior written agreement of the Managing Member.

2.4 **Principal Office.** The location of the Company's principal office is 506 Fleming Street, Key West, Florida 33040, or such other place as from time to time may be selected by the Managing Member.

2.5 **Registered Agent and Registered Office.** The statutory agent for service of process and the registered office of the Company in the state of Florida shall be Robert A. Spottswood, 506 Fleming Street, Key West, Florida 33040, or such other statutory agent and registered office as the Managing Member may determine from time to time.

2.6 **Registered Members.** The Company shall be entitled to recognize the exclusive right of a person registered on its books as the owner of Membership Interests to receive distributions, and to vote or take other action as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of Membership Interests, and shall not be bound to recognize any equitable or other claim to or interest in such Membership Interests on the part of any other Person.

2.7 **Members.** The Members listed on Exhibit A, as the same may be amended from time to time, have been admitted to the Company as Members. The names and mailing addresses of the Members are set forth in Exhibit A attached hereto and incorporated herein by reference.

2.8 **No State Law Partnership; Liability to Third Parties.** The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture under any state law, and that no Member or Managing Member be a partner or joint venturer of any other Member, for any purposes other than federal and state tax purposes (for which the Members do intend to be taxed as a "partnership"), and that this Agreement not be construed to

suggest otherwise. Except as otherwise specifically provided in the Act, no Member shall be liable for the debts, obligations or liabilities of the Company, including under a judgment decree or order of a court and shall not be obligated to make any contributions to the Company to restore any negative balances in any Capital Accounts.

2.9 Scope of Members' Authority. Unless otherwise expressly provided in this Agreement, no Member shall have any authority to act for, or assume any obligations or responsibility on behalf of the Company or any other Member. Nothing contained herein shall constitute the Members as partners with one another in any matter (other than for federal income tax purposes) or render any of them liable for the debts or obligations of any other Member.

2.10 Agreements Regarding Loans.

(a) The parties contemplate that the Company may enter into loan agreements on a recourse or non-recourse basis. If a lender for a loan to the Company requires a guaranty or indemnity, a Member or an Affiliate of such Member, in such Member's sole discretion, may provide such guaranty or indemnity, and the Company shall indemnify such Member for any related loss, cost, claim or expense incurred by such Member or an Affiliate thereof, except any loss, cost, claim or expense arising thereunder as a result of the gross negligence or willful misconduct of such Member or an Affiliate thereof.

(b) No Member shall be obligated by reason of this Agreement to lend any money to the Company.

ARTICLE III - CAPITAL CONTRIBUTIONS

3.1 Initial Capital Contributions. The initial Capital Contributions of the Members named in the preamble to this Agreement have been or shall be made on the date of this Agreement in the form and amount as set forth on Exhibit A attached hereto.

3.2 Withdrawal; Return of Capital; Interest. Except as specifically provided herein, no Member shall be entitled to any distributions from the Company or to withdraw any part of such Member's Capital Contribution prior to the Company's dissolution and liquidation, or when such withdrawal of capital is permitted, to demand distribution of property other than money. No Member shall be entitled to interest on its Capital Contribution. No Member shall be obligated to restore any deficit balance in its Capital Account or bring its Capital Account into any particular relationship with the Capital Account of any other Member.

3.3 Waiver of Appraisal Rights. The Members hereby agree that no Member shall have any appraisal rights whether pursuant to the Act or otherwise.

3.4 Additional Capital Contributions.

(a) Each Member may, but shall not be required to, contribute to the capital of the Company, in addition to the amounts contributed as specified in Section 3.1, amounts equal to its Membership Percentage (as adjusted by Section 3.4(c), if applicable) of additional Capital Contributions (the "Pro-Rata Capital Contribution") whenever Members owning at least sixty-seven percent (67%) of the total Membership Percentages determine that additional Capital Contributions

are required to meet the obligations or needs of the Company, including, without limitation (i) real estate taxes and assessments, (ii) liability and other insurance premiums, (iii) utility charges, and (iv) payments of principal, interest and other charges which are then due and payable under any loan to the Company.

(b) Upon a determination by the Members owning at least sixty-seven percent (67%) of the total Membership Percentages that a call for additional Capital Contributions is needed, the Managing Member shall send notice of such determination to each Member other than to JG Member and TF Member (neither of whom shall have any obligation hereunder to make any additional Capital Contributions). Any such notice shall contain a statement setting forth the specific purpose for which a Pro-Rata Capital Contribution is required and the date upon which such Pro-Rata Capital Contribution will need to be made by the Members, which, except in the event of an emergency, shall not be less than thirty (30) days from the date of such notice, and not more than thirty (30) days in advance of the date on which it is anticipated that the Company will require such funds. Each Member (other than JG Member and TF Member) shall, prior to the date specified in such notice, deposit its proportionate share of the Pro-Rata Capital Contribution required by such notice in a bank account of the Company.

(c) In the event any Member (other than JG Member and TF Member) declines to make to the Company its Pro-Rata Capital Contribution within the time specified in any notice thereof (each, a "Non-Contributing Member"), the Managing Member (or any Member with knowledge thereof) shall send an additional notice to all Members setting forth such fact and the amount unpaid, and the other Members which have made their respective share of the Pro-Rata Capital Contribution (the "Contributing Members") shall have the right (the "Further Contribution Election"), but not the obligation, to either withdraw the share of the Pro-Rata Capital Contribution contributed by such Contributing Members or the Contributing Members may, pro rata, make additional Capital Contributions to the Company in amounts which in the aggregate equal the amount the Non-Contributing Member(s) failed or elected not to contribute (such amounts being hereafter called "Further Contributions"). The Non-Contributing Member(s) shall have a further period ("Repayment Period") of thirty (30) days (provided that if the Non-Contributing Member(s) sells all or part of its interest in the Company during the Repayment Period, or if the Company sells all or substantially all the Property during the Repayment Period, the Repayment Period expiration date shall be accelerated to the date of such sale) after notice from the Contributing Members that the Contributing Members has made Further Contributions (which notice shall specify the amount of the Further Contribution) to repay to the Contributing Members the amount of Further Contributions contributed by the Contributing Members, together with interest (until such amounts are repaid) on such Further Contributions at a rate per annum (the "Interest Rate") equal to twelve percent (12%). If the Contributing Members shall at any time collect interest at a rate in excess of the maximum interest rate permitted to be charged by law, the Contributing Members shall reduce the interest rate to the highest rate permitted by law and any interest payments actually collected in excess of such maximum rate shall be credited against the Further Contributions and thereafter refunded to the Non-Contributing Member(s). If the Non-Contributing Member(s) makes such repayment in full (with interest) prior to the expiration of the Repayment Period, the Non-Contributing Member(s) shall have been deemed to have made its share of the Pro-Rata Capital Contribution, and there shall be no adjustment in the Membership Percentages. If, at the end of the Repayment Period such Non-Contributing Member(s) shall have failed to repay in full the Further Contributions contributed by the Contributing Members, together with interest thereon, then, subject to Section 3.4(d) but otherwise effective as of the date the Further Contributions were made, the Contributing Members shall have their Membership Percentage increased as set forth below and the Non-Contributing

Member(s) shall have its Membership Percentage reduced as set forth below, and no interest shall accrue on the Further Contributions. The Membership Percentage with respect to each Member shall be equal to one hundred percent (100%) multiplied by a fraction, the numerator of which is the Unreturned Capital Contribution (as defined in Section 5.1 below) of each such Member and the denominator of which is the sum of all Unreturned Capital Contributions of the Members.

(d) In lieu of making Further Contributions and increasing its interest in the Company pursuant to subsection 3.4(c), a Contributing Member may elect to treat any Further Contributions and/or the Contributing Member's share of the Pro-Rata Capital Contribution as a non-recourse loan (rather than a Capital Contribution) to the Company (a "Member Loan"), which Member Loan will bear interest at the Interest Rate, by giving notice in writing to the Company and the Non-Contributing Member(s) within ten (10) days from the end of the Repayment Period. All accrued and unpaid interest on Member Loans shall compound monthly at the Interest Rate. Such loans shall be repayable as provided in Section 5.1(b).

(e) The Members shall, at the request of a Contributing Members, execute and deliver such amendments to this Agreement as the Contributing Member may reasonably request to reflect the adjustments pursuant to this Section 3.4. However, adjustments to the Membership Percentages pursuant to Section 3.4(c) shall occur automatically and no amendment to this Agreement is required for these adjustments to be effective.

(f) The remedies set forth in this Section 3.4 shall be the sole remedies available in the event that a Member declines to contribute to the Company its share of any Pro-Rata Capital Contribution, it being intended that no Member shall have any personal liability to make any Pro-Rata Capital Contribution.

3.5 Risk of Loss. Neither the Company nor any Member shall have any liability, personal or otherwise, for the repayment of any Capital Contribution of any Member, except to the extent that the assets of the Company are available after paying and providing for all liabilities of the Company.

ARTICLE IV - ALLOCATION OF NET INCOME AND NET LOSS; ETC.

4.1 Net Income and Net Loss. After giving effect to the special allocations set forth in Section 4.3 and subject to other provisions of this Article IV, Net Income and Net Loss for any Fiscal Year or other applicable period shall be allocated among the Members in accordance with and in proportion to the Members' respective Membership Percentages.

4.2 Limitations on Net Loss Allocation. Notwithstanding Section 4.1, Net Losses allocated to a Member pursuant to Section 4.1 shall not exceed the maximum amount of Net Losses that can be allocated without causing a Member to have an Adjusted Capital Account Deficit at the end of any taxable year. If any Member would have an Adjusted Capital Account Deficit as a consequence of an allocation of Net Losses pursuant to Section 4.1, the amount of Net Losses that would be allocated to such Member but for the application of this Section 4.2 shall be allocated to the other Members to the extent that such allocations would not cause such other Members to have an Adjusted Capital Account Deficit and allocated among such other Members in proportion to their positive adjusted Capital Account balances. If none of the Members can be allocated Net Losses

without such allocation causing such Members to have an Adjusted Capital Account Deficit, such Net Losses shall be allocated as if this Section 4.2 were not in effect. Any allocation of items of income, gain, loss, deduction or credit pursuant to this Section 4.2 shall be taken into account in making subsequent allocations pursuant to Section 4.1, and prior to any allocation of items in Section 4.1 so that the net amount of any items allocated to each Member pursuant to Section 4.1 and this Section 4.2 shall, to the maximum extent practicable, be equal to the net amount that would have been allocated to each Member pursuant to the provisions of Section 4.1 if such allocations under this Section 4.2 had not occurred.

4.3 Special Allocations.

(a) Company Minimum Gain Chargeback. Notwithstanding any other provision of this Article IV, if there is a net decrease in Company Minimum Gain during any taxable year or other period for which allocations are made, prior to any other allocation under this Agreement, each Member will be specially allocated items of income and gain relating to that period (and, if necessary, subsequent periods) in proportion to, and to the extent of, an amount equal to such Member's share of the net decrease in Minimum Gain during such year as determined in accordance with Regulation Section 1.704-2(g)(2). The items to be allocated will be determined in accordance with Regulation Section 1.704-2(f).

(b) Member Nonrecourse Debt Minimum Gain Chargeback. Notwithstanding any other provision of this Article IV, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulation Section 1.704-2(i)(5), shall be specially allocated items of income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulation Section 1.704-2(i)(4).

(c) Qualified Income Offset. A Member who unexpectedly receives any adjustment, allocation or distribution described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6) will be specially allocated items of income and gain in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of the Member as quickly as possible.

(d) Gross Income Allocations. Each Member who has an Adjusted Capital Account Deficit at the end of any Fiscal Year will be specially allocated, as quickly as possible, items of gross income and gain in the amount of such deficit.

(e) Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year or other period for which allocations are made will be allocated to the Members among the Members in proportion to their respective Membership Percentages.

(f) Member Nonrecourse Deductions. Notwithstanding anything to the contrary in this Agreement, any Member Nonrecourse Deductions for any Fiscal Year or other period for which allocations are made will be allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which the Member Nonrecourse Deductions are attributable in accordance with Regulation Section 1.704-2(i).

(g) Code Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset under Code Sections 734(b) or 743(b) is required to be taken into account in determining Capital Accounts under Regulation Section 1.704-1(b)(2)(iv)(m), the amount of the adjustment to the Capital Accounts will be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis), and the gain or loss will be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted under Regulation Section 1.704-1(b)(2)(iv)(m).

(h) Interest in Company. Notwithstanding any other provision of this Agreement, no allocation of Net Income or Net Loss or item of Net Income or Net Loss will be made to a Member if the allocation would not have "economic effect" under Regulation Section 1.704-1(b)(2)(ii). The Tax Matters Partner, upon advice of independent tax counsel to the Company and with the consent of the Members, will have the authority to reallocate any item in accordance with this Section.

(i) Corrective Allocations. If the Company is required by Sections 4.3(c), (d), (f) and (h) above to make an allocation in a manner less favorable to the Members than is otherwise provided for in this Article IV, the Company shall, upon the advice of the Company's independent tax counsel that they are so permitted under Section 704(b) of the Code and the Regulations thereunder or other Code provisions, allocate Net Income or Net Loss arising in later Fiscal Years so as to bring the allocations of Net Income or Net Loss to the Members as nearly as possible to the allocations thereof otherwise contemplated by this Article IV as if such allocation were not made.

4.4 Tax Allocations. In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value in accordance with the "traditional method" set forth in Regulation Section 1.704-3(b)(1). For purposes of this Section, contributions of property by a Member shall be aggregated to the extent permitted pursuant to Section 1.704-3(e)(l) of the Regulations. Any recapture of depreciation pursuant to Sections 1245 or 1250 of the Code shall be allocated to the Members which realized the benefit of the deductions attributable to such recapture.

4.5 Effect on Allocations of New Members or Assignees. In the event that new Members are admitted to the Company or persons become Assignees on other than the first day of any Fiscal Year, Net Income and Net Loss for such Fiscal Year shall be allocated among the Members and Assignees in accordance with Code section 706, using any convention permitted by law and selected by the Company.

4.6 Tax Withholding. The Company shall be authorized to pay, on behalf of any Member, any amounts to any federal, state, provincial, territorial, local or foreign taxing authority, as may be necessary for the Company to comply with tax withholding provisions of the Code or other applicable income tax or revenue laws of any taxing authority. To the extent the Company pays any such amounts that it may be required to pay on behalf of a Member, such amounts shall be treated as a distribution to such Member and shall reduce the amount otherwise distributable to such Member. To the extent any amount so withheld exceeds the cash otherwise distributable to such Member, such expense shall be deemed a loan to the Member bearing interest at the Prime Rate, payable out of any future distributions, and if not earlier repaid upon termination of the Company or the sale or other disposition of any of such Member's Membership Interest.

4.7 No Effect on Distributable Cash. The provisions of this Article IV shall have no relevance whatsoever for purposes of determining each Member's share of the Company's Distributable Cash or liquidation proceeds.

4.8 Member Expenditures Deemed Capital Contributions. If any expenditure incurred by a Member, or any loan by a Member to the Company are deemed to be Capital Contributions by a Member to the Company, allocations of income, gain, loss or deduction shall be made in respect of such deemed Capital Contributions to the extent feasible to preserve the after-tax economic interests of the Members and in accordance with the requirements of Regulation Sections 1.704-1(b) and 1.704-2.

ARTICLE V - DISTRIBUTIONS

5.1 Distributions. Distributable Cash, if any, shall be distributed only in the following order of priority:

(a) Tax Distributions. Except as may be prohibited by applicable law, within sixty (60) days after the close of each quarter of any Fiscal Year, the Managing Member shall cause the Company to distribute to each Member an amount of cash equal to such Member's Tax Distribution with respect to such quarter.

(b) Remaining Distributable Cash. After the Managing Member shall have made the distributions set forth in Section 5.1(a) and established reasonable and appropriate reserves from the remaining Distributable Cash as the Managing Member determines in its sole discretion, the Managing Member shall distribute any remaining Distributable Cash to the Members within sixty (60) days after the close of each quarter of any Fiscal Year as follows, unless Members holding at least ninety percent (90%) of the Membership Percentages decide that such distributions shall not be made:

(i) First, to those Members with outstanding Member Loans to the Company, pro rata in accordance with the outstanding principal balance and accrued and unpaid interest on their respective loans, until the accrued and unpaid interest and outstanding principal of all such loans are paid in full;

(ii) Next, to the Members in proportion to their Unreturned Capital Contributions (as defined below), if any, necessary for each such Member to receive a nine percent (9%) annual cumulative return on each Member's respective Unreturned Capital Contributions;

(iii) Next, to the Members in proportion to their Unreturned Capital Contributions, if any, to the extent of such Unreturned Capital Contributions; and

(iv) The balance, to the Members in accordance with their Membership Percentages, as they may be adjusted pursuant to Section 3.4.

The term "Unreturned Capital Contribution" means the amount of a Member's initial Capital Contribution and all subsequent Capital Contributions made, reduced (but not below zero) by all prior cash distributions to such Member pursuant to subsection 5.1(b)(iii).

(c) Notwithstanding Section 5.1(b), distributions made in connection with a liquidation of the Company shall be made to the Members as provided in Article X.

5.2 Withholding. Any amount that the Company is required to withhold and deposit with any governmental authority with respect to any federal, state, local or foreign tax liability of a Member, including any withholding pursuant to Sections 1441, 1442, 1445 or 1446 or any other applicable sections of the Code, shall be treated as an amount distributed to such Member and shall reduce, dollar for dollar, any distribution that would otherwise be made to such Member pursuant to this Agreement for that or any subsequent period.

ARTICLE VI - ACCOUNTING AND ADMINISTRATIVE MATTERS

6.1 Books and Records. The Company will maintain true, complete and correct books of account of the Company, in accordance with such methodology, consistently applied, as determined by the Managing Member. The books of account shall contain particulars of all monies, goods or effects belonging to or owing to or by the Company, or paid, received, sold or purchased in the course of the business of the Company, and all of such other transactions, matters and things relating to the business of the Company as are usually entered in books of accounts kept by persons engaged in a business of a like kind and character. In addition, the Company shall keep all records required to be kept pursuant to the Act. A Member shall, upon prior written notice and during normal business hours, have access to the information described in Section 608.4101 of the Act, for the purpose of inspecting or, at the expense of such Member, copying the same. Any Member reviewing the books and records of the Company pursuant to the preceding sentence shall do so in a manner which does not unduly interfere with the conduct of the business of the Company. The books of account of the Company shall be kept and maintained at all times at the office of the Managing Member.

6.2 Tax Records. The Managing Member shall cause to be prepared in accordance with generally accepted accounting principles, and furnished to each of the Members as soon as practicable and in any event within forty-five (45) days after the close of the first three quarters of each fiscal year an unaudited statement, in reasonable detail, showing (a) the Company's statement of profit and loss and Members' equity for the portion of the year preceding the end of such quarter, and (b) a statement of the receipts and disbursements of the Company for the portion of the year preceding the end of such quarter. In addition, as soon as practicable, and in any event within ninety (90) days after the close of each fiscal year of the Company, the Managing Member shall cause to be furnished to each of the Members annual financial statements of the Company which shall be audited, from time to time, consisting of (a) the Company's balance sheet, as at the end of such fiscal year, (b) the Company's statement of profit and loss and equity for such fiscal year, (c) a statement of the cash flow of the Company for such fiscal year, and (d) a statement of changes in financial position, all of which are to be in reasonable detail and (in the case of audited statements) accompanied by an unqualified accountant's report by a firm of independent certified public accountants approved by the Managing Member. The Managing Member shall cause to be furnished to each Member such other reports, from available information, on the Company's operations and conditions, and projections of the Company's operations and conditions as may be reasonably requested by any Member.

6.3 Tax Matters Partner. The Managing Member is hereby designated as the Company's "Tax Matters Partner," as such term is defined in Section 6231(a)(7) of the Code, and in

such capacity is hereby authorized and empowered to act for and represent the Company and each of the Members before the Internal Revenue Service (the "Service") in any audit or examination of any Company tax information return and before any court selected by the Tax Matters Partner for judicial review of any adjustment assessed by the Service. The Managing Member does hereby accept such designation. The Managing Member shall not take any action as to tax matters that would adversely affect the tax liability or reporting position of any other Member in an amount in excess of \$25,000 without such Member's prior approval. The Managing Member shall not be liable for any action taken by it as Tax Matters Partner. All expenses incurred by the Managing Member in its capacity as the Tax Matters Partner shall be considered expenses of the Company for which the Managing Member shall be entitled to full reimbursement.

6.4 Tax Elections. All elections required or permitted to be made by the Company under any applicable tax laws shall be made by the Members.

6.5 Budget Report. At least sixty (60) days prior to the commencement of each Fiscal Year, and as a part of or following the annual Budget meeting, the Managing Member shall cause to be prepared and shall submit to all Members a budget setting forth the estimated receipts and disbursements (capital, operating and other) and estimated taxable income or loss of the Company for the forthcoming fiscal year. All Members shall consider such budget, and those Members owning at least ninety percent (90%) of the Membership Percentages shall, at least thirty (30) days prior to the commencement of the upcoming fiscal year, approve such budget with such additions, deletions and revisions as they deem appropriate. The approved budget is hereafter called the "Budget." When approved by those Members owning at least ninety percent (90%) of the Membership Percentages, the Managing Member shall cause copies of the Budget to be delivered to all Members, and shall implement the Budget and the Managing Member shall be authorized to make the expenditures and incur the obligations provided for in the Budget, without the need for such expenditures or obligations to be further approved.

6.6 Bank Accounts. The funds of the Company shall be deposited in an account or accounts of a type, in form and in banks or other temporary investments as shall be approved by the Managing Member. The accounts shall be in the name of the Company. Withdrawals from bank accounts shall be made by parties approved by the Managing Member. Company funds shall not be commingled with those of any other Person.

6.7 Amending Exhibit. In the event the Managing Member amends Exhibit B to acknowledge the Company's purchase of additional property or the sale of certain of the Property, the Managing Member shall provide to each Member a copy of the amended Exhibit B.

ARTICLE VII - MANAGEMENT OF COMPANY AND VOTING BY MEMBERS

7.1 The Managing Member

(a) **Managing Member.** The initial Managing Member of the Company is SH 7, Inc. and thereafter any successor (who must also be a Member). Except as specifically provided in this Agreement, the management and control of the Company shall be vested in the Managing Member. The Managing Member shall be responsible for the establishment of operating procedures respecting the business affairs of the Company and overseeing or delegating the day-to-day operation

of the Company's business. Subject to the provisions of Section 7.2 below, the Managing Member shall have the power and authority to take any actions not prohibited under the Act or which are otherwise conferred or permitted by law, which the Managing Member determines, in its reasonable discretion, are necessary, proper, advisable or convenient to the discharge of its duties under this Agreement or applicable law to conduct the business and affairs of the Company, including, but not limited to, any decision to sell, mortgage, lease or otherwise transfer any assets of the Company, which shall be binding on the Company without the necessity of any further action. Subject to Section 7.2 below, the Managing Member shall have the right, power and authority to perform any and all other acts or activities customary or incident to the management of the Company's business on behalf of the Company.

(b) Delegation of Powers. The Managing Member may delegate its powers, but not its responsibilities, to any Member or to any other Person.

7.2 Major Decisions Requiring Ninety-Percent Member Approval. In addition to the other matters requiring the approval, consent or vote of the Members herein, the following actions and decisions ("Major Decisions") shall require the consent of Members holding at least ninety-percent (90%) of the Membership Percentages:

(a) Approval of the annual Budget and operating business plan of the Company and any decisions therefrom;

(b) Approval of capital expenditures not contained in the Budget and operating business plan in excess of the greater of (i) \$25,000, or (ii) ten percent (10%) of the current Budget;

(c) Except as set forth in an approved Budget, borrowing money or incurring or refinancing indebtedness related to the Property in excess of \$250,000 in the name of the Company or guaranteeing the obligations of another party other than in the ordinary course of business;

(d) Selection and hiring of financial advisors, placement agents and underwriters (debt and equity);

(e) Initiation and/or settlement of litigation involving an exposure in excess of \$250,000;

(f) Transactions with Affiliates (other than those provided for herein);

(g) Entering into any leasing and/or management agreement whether or not an Affiliate of any Member is the leasing and/or management agent;

(h) Approval of any in kind distribution to the Members, upon liquidation of the Company or otherwise;

(i) Reorganizing the Company or causing the Company to merge or consolidate with or into another Entity or acquiring another Entity or all or substantially all the assets of another Entity;

(j) Selling, transferring or leasing the Property or a portion thereof, or selling, transferring or leasing all or substantially all of the assets of the Company;

(k) Making any decision to file a voluntary bankruptcy petition or consent to the filing of an involuntary bankruptcy petition;

(l) except as provided in Section 10.1 hereof, dissolving or liquidating the Company; and

(m) Approval of the Company engaging in any other activity not incidental to the purpose and business of the Company pursuant to Section 2.3.

Notwithstanding the foregoing, any person, firm or corporation dealing with the Company shall be entitled to rely upon the signature of the Managing Member acting alone to any document or instrument as having been validly authorized by the Company.

7.3 Resignation/Removal of Managing Member. The Managing Member may resign at any time by giving written notice to the Members (the "Resignation Notice"). The resignation of the Managing Member shall take effect thirty (30) days after the Resignation Notice is given or at such earlier time as accepted by the Members; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The Managing Member may be removed, with or without cause, upon the affirmative vote of Members owning at least sixty-seven percent (67%) of the Membership Percentages. If no one is serving as Managing Member for any reason, then a new Managing Member shall be elected by the affirmative vote of Members owning at least sixty-seven percent (67%) of the Membership Percentages. The resignation of the Managing Member shall not affect the Managing Member's rights as a Member, if any, and shall not constitute the Managing Member's withdrawal as a Member.

7.4 Member Meetings. The Members shall conduct a management meeting as often as they deem that the management of the affairs of the Company shall require, but shall hold such meetings not less frequently than semi-annually, and shall conduct an annual Budget meeting (which may be included as a part of one of the semi-annual meetings). Such management meetings shall be held at the principal office of the Company or such other place or in such other manner as the Members may determine to (a) discuss the affairs of the Company and (b) make such other decisions as may be appropriate to the affairs of the Company. The Managing Member or its designee shall make reasonable efforts to send the Members a proposed agenda for each management meeting, but the foregoing shall not limit the business which may come before such management meeting. The foregoing shall not be construed to impair the ability of the Managing Member to act pursuant to this Agreement without a meeting. The Managing Member or its designee shall prepare written minutes of all decisions made at the management meetings in such form and detail as the Managing Member shall determine.

7.5 Quorum and Voting. Members owning at least ninety-percent (90%) of the Membership Percentages of the Company other than Defaulted Members shall constitute a quorum if present in person or by proxy. Except as provided elsewhere in this Agreement, for any act for which the vote of the Membership is taken, the vote of Members holding at least ninety-percent (90%) of the Membership Percentages shall be the act of the Company. For actions on which the Members will vote, no action may be taken at a meeting of the Members unless a quorum is present.

7.6 Proxies. At any meeting of the Members, a Member may vote by proxy executed in writing by the Member or by his, her or its duly authorized attorney in fact. Such proxy shall be filed with the Company before or at the time of the meeting. Unless otherwise provided therein, a proxy

shall not be valid more than three (3) years after the date of its execution, unless the proxy provides for a longer period.

7.7 **Waiver of Notice.** Whenever written notice is required to be given to the Member, a written waiver thereof signed by the Member entitled to such notice (whether, in the case of notice of a meeting, the written waiver thereof is signed before or after the meeting) shall be in all respects tantamount to notice. Attendance of a Member at a meeting of the Member shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objection to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

7.8 **Telephonic Meetings.** Any meetings of the Members may be held, or any Member may participate in any meeting of the Members, by use of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and communicate with each other.

7.9 **Other Activities of the Members.** Each of the Members, and each person, firm or corporation, directly or indirectly owning an interest in any Member or any partner of a Member, may enter into, participate in or continue to participate in, or be employed by, directly or indirectly, any business or undertaking of any nature or description, independently or with others, including the ownership, financing, leasing, operation, management, syndication, brokerage and development or other aspect of real property and interests therein (including businesses and investments competing with the Company), and neither the Company, any Members nor any members, shareholders or partners thereof, as such, shall have any right by virtue of this Agreement to participate in or to be offered to participate in any such business or undertaking or in the income, profits or losses derived therefrom.

7.10 **The Managing Member's Independent Activities.** The Managing Member shall devote such time to the Company business as it deems, in its sole discretion, necessary to manage and supervise the Company business in an efficient manner. The Managing Member shall not in any way be prohibited from or restricted in engaging or owning an interest in any other business venture of any nature, including any venture which might be competitive with the business of the Company. The Members intend that the Managing Member's acquisition, improvement, development, leasing, operation and holding of real and associated personal properties for investment in the Florida Keys region, or engagement in any and all activities related or incidental thereto by Managing Member shall not be deemed a breach of the Managing Member's duty of loyalty to the Company and the other Members. Consequently, neither this Agreement nor any activity undertaken pursuant hereto shall prevent the Managing Member from engaging in whatever activities it chooses, whether the same are competitive with the Company or otherwise, and any such activities may be undertaken without breaching any duty of loyalty or without having or incurring any obligation to offer any interest in such activities to the Company or any Member, or require any Member to permit the Company or any other Member to participate in any such activities, and as a material part of the consideration for the execution of this Agreement by each Member, each Member hereby waives, relinquishes, and renounces any such right or claim of participation.

A majority of the Members (in terms of Membership Percentages) may identify specific types or categories of activities that do not violate the duty of loyalty, if not manifestly unreasonable. A majority of the Members (in terms of Membership Percentages) may authorize or ratify, after full

disclosure of all material facts, a specific act or transaction that otherwise would violate the duty of loyalty.

7.11 Insurance. The Managing Member shall cause the Company to carry and maintain in force insurance with such coverages and in such amounts as determined by the Managing Member, the premiums of which shall be a cost and expense of the Company. All such policies of insurance shall name the Company as insured and may name such other persons as insureds as may be required by the terms of contracts or instruments to which the Company is a party or as the Managing Member may deem necessary or desirable. All policies of liability insurance shall name all Members as additional insureds.

7.12 Compensation; Reimbursement of Expenses. The Company shall reimburse the Managing Member for all reasonable costs and expenses incurred by it in or related to the performance of its duties to the Company. Also, the Managing Member shall be reimbursed for any expenses (including reasonable attorneys' fees) incurred in prosecuting or defending any action on behalf of the Company or the Managing Member pertaining to the Company's affairs or this Agreement. Except as otherwise provided herein, the Members shall receive no compensation for their services to the Company in the capacity as a Member.

7.13 No Authority of Individual Member. Except as set forth in this Article VII, or otherwise in this Agreement, no Member, acting individually, nor any of their respective Affiliates, has the power or authority to bind the Company, or any other Member or to authorize any action to be taken by the Company, or to act as agent for the Company or any other Member, unless that power or authority has been specifically delegated or authorized by action of the Members.

7.14 Presumption of Assent. A Member who is present at a meeting of the Members shall be conclusively presumed to have assented to any action taken unless his, her or its dissent shall be expressed at such meeting and entered in the minutes of the meeting.

7.15 Decision of Members by Written Consent. Any action to be made by the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by the Members owning the Membership Percentages otherwise required for taking such action.

7.16 Related Party Transactions. Subject to Section 7.2, the Company may engage in transactions with Members or their Affiliates; provided, however, that (a) the Members are made aware of the material facts as to the relationship of the party to the Company and the contract or transaction is specifically approved or ratified in good faith by vote of all of the non-affiliated or disinterested Members or (b) the contract or transaction is fair as to the Company as of the time it is executed and delivered. Notwithstanding the foregoing, the parties acknowledge and agree that the Company may enter into hotel management agreements, managements agreements, co-tenancy agreements, construction agreements, and security service agreements with Members or their Affiliates.

ARTICLE VIII - LIMITATION ON LIABILITY AND INDEMNIFICATION

8.1 Exculpation of Liability. No Managing Member or Member (each, an "Exculpated Party"), shall be liable, in damages or otherwise, to the Company or to any of the Members for any

act or omission by any such Exculpated Party pursuant to the authority granted by this Agreement, unless such act or omission results from fraud, gross negligence, or willful misconduct. The Company may indemnify, defend and hold harmless each Exculpated Party from and against any and all claims or liabilities of any nature whatsoever, including reasonable attorneys' fees, arising out of or in connection with any action taken or omitted by an Exculpated Party pursuant to the authority granted by this Agreement or otherwise, except where attributable to the fraud, gross negligence, or willful misconduct of such Exculpated Party. Each Exculpated Party shall be entitled to rely on the advice of counsel, public accountants or other independent experts experienced in the manner at issue, and any act or omission of such Exculpated Party pursuant to such advice shall in no event subject such Exculpated Party to liability to the Company or any Member.

8.2 Liability of Exculpated Parties and Members.

(a) In carrying out their respective powers and duties hereunder, each Exculpated Party (as defined in Section 8.1 above) shall exercise its best efforts and shall not be liable to the Company or to any Member for any actions taken or omitted to be taken in good faith and reasonably believed to be in the best interest of the Company or for errors of judgment made in good faith.

(b) A Member who ceases to be a Member shall not be liable for or on account of obligations or liabilities of the Company incurred subsequent to its ceasing to be a Member.

8.3 Indemnification of Managing Member. In any pending or completed action, suit, or proceeding to which the Managing Member or any Member is or was a party by reason of the fact that such Managing Member or Member is or was the Managing Member or Member, the Company shall hold harmless and indemnify such Managing Member or Member from and against any and all losses, harm, liabilities, damages, costs, and expenses (including, but not limited to, attorneys' fees, judgments, and amounts paid in settlement) incurred by such Managing Member or Member in connection with such action, suit, or proceeding if such Managing Member or Member determined in good faith, that the course of conduct which caused the loss or liability was in the best interests of the Company, and provided that such Managing Member's or Member's conduct does not constitute gross negligence, willful misconduct, or breach of fiduciary duty to the Company.

8.4 Advancement of Legal Costs and Expenses. The Company shall advance Company funds to the Managing Member or Member for legal expenses and other costs incurred as a result of any legal action if the following conditions are satisfied: (a) the legal action relates to acts or omissions with respect to the performance of duties or services on behalf of the Company; (b) the legal action is initiated by a third party who is not a Member, or the legal action is initiated by a Member and a court of competent jurisdiction specifically approves such advancement; and (c) the Managing Member or Member undertakes to repay the advanced funds, together with interest at the Prime Rate plus 1%, to the Company in cases in which the Members determine that the Managing Member or Member should not be indemnified under this Article.

8.5 Provisions Not Exclusive. The exculpation of liability and indemnification provided by this Article shall not be deemed exclusive of any other limitation on liability or rights to which those seeking indemnification may be entitled under any statute, agreement, vote of Members or otherwise.

ARTICLE IX - TRANSFERS; PURCHASE OPTIONS; DEFAULTING MEMBER

9.1 Transfer.

(a) Except as otherwise specifically set forth in this Agreement, the Members may Transfer their Membership Interests only upon the prior written consent of the other Members (other than JG Member and TF Member). As used in this Article, the term "Transfer" shall mean and include a Transfer of all or any portion of any holder of any ownership, voting, or beneficial interest in a Member such that this Article shall apply to any disposition, alienation or encumbrance of any capital stock or other equity, voting or other beneficial interest in a Member. Any purported Transfer, no matter how effected, which does not comply with the terms, conditions and procedures of this Agreement shall be null and void and shall not result in a transfer of any interest in the Company.

(b) Notwithstanding anything in subsection 9.1(a) to the contrary, if any Member shall receive an offer for all or any part of its Membership Interest which such Member wishes to accept, then, even after complying with the terms and provisions of subsection 9.1(a), such Member shall not sell such interest unless such Member shall cause each other Member to be afforded the opportunity to sell to the proposed transferee the same portion of each such other Member's Membership Interest as the interest proposed to be sold bears to the total interest of such Member, on terms and conditions at least as favorable as the terms and conditions proposed by the proposed transferee and accepted by such accepting Member. Any Member afforded such opportunity to sell which does not respond affirmatively within fifteen (15) days from the date of the notice affording such opportunity shall be deemed to have decided not to join in the opportunity to sell to the proposed transferee.

9.2 Permitted Transfers. The following Transfers shall be permitted without the prior written consent of the Members, provided that the transferor shall remain secondarily liable for its obligations hereunder unless all Members agree to release the transferor:

- (a) A transfer by a Member to an Affiliate of such Member; or
- (b) A transfer by a Member to another existing Member.

9.3 Transferees As Substitute Members; New Members. Notwithstanding any Transfer which may be permitted in accordance with the provisions of this Article IX, no Person, not then a Member, to whom a Membership Interest shall be Transferred in accordance with the provisions of this Article IX or other than in accordance with this Article IX shall be admitted as a substituted Member unless (a) such transferee shall agree in writing to be subject to the terms hereof and shall become a substituted Member hereunder, and (b) such transferee and the transferor otherwise complies with any other requirements imposed by the Members (other than the transferor). All reasonable costs and expenses incurred by the Company in connection with any Transfer, and, if applicable, the admission of a Person as a substituted Member, shall be paid by the transferor. In the event a transferee of a Membership Interest is not admitted as a substituted Member, such transferee shall be deemed a mere assignee of profits only without any right, power or authority of a Member hereunder and shall bear losses in the same manner as its predecessor in interest, and the transferor of such interest shall thereafter be considered to have no further rights or interest in the Company with respect to the interest Transferred, but shall nonetheless be subject to its obligations under this Agreement with respect to such interest. Additionally, the transferor shall be deemed to be a Defaulted Member. Upon admission of a transferee as a substituted Member, the transferor shall

withdraw from the Company, and be relieved of any corresponding obligations, to the extent of its Transferred Membership Interest.

9.4 Certain Prohibited Transfers. No Member shall sell or otherwise transfer its interest in the Company if such transfer would (a) require the Company, or the interest being transferred, to be registered under, or otherwise to be brought in compliance with, state or federal securities laws, (b) with respect to a transfer by a Member, including, without limitation, a shareholder, member or partner of a Member, cause the Company to be classified otherwise than as a partnership for federal income tax purposes or to be treated as a publicly traded partnership as provided in Code Section 7704, or (c) cause the Company to be in breach of or default under any mortgage, deed of trust or other security agreement encumbering the Company assets. If requested by the Managing Manager, the transferring Member shall, prior to effecting any transfer, deliver to the Company an opinion of counsel reasonably satisfactory to the Company and the Company's counsel to the effect that the proposed transfer would not violate the provisions of this Section 9.4.

9.5 Transfer Upon Purchase Option Event.

(a) Upon the occurrence of a Purchase Option Event (as defined below) with respect to a Member ("Selling Member"), the provisions of this Section 9.5 shall apply. A Purchase Option Event includes the following:

(i) The transfer of all or any portion of the Member's Membership Interest, except as otherwise provided in this Agreement, other than a court order charging the Member's Membership Interest that has not been foreclosed;

(ii) A Member's death, Incapacitation, or becoming a Bankrupt Member;

(iii) The unanimous vote of the other Members to purchase the Member's Membership Interest if (A) it shall be unlawful to carry on the Company's business with the Member, (B) there shall have been a Transfer of all or any portion of the Member's Interest, except as otherwise provided in this Agreement other than a court order charging the Member's Membership Interest which has not been foreclosed, (C) within ninety (90) days after the Company shall notify a corporate Member that it will be expelled because it has filed a certificate of dissolution or the equivalent, its charter has been revoked, or its right to conduct business has been suspended by the jurisdiction of its incorporation, the Member fails to obtain a revocation of the certificate of dissolution or a reinstatement of its charter or its right to conduct business, or (D) a partnership or a limited liability company that is a Member shall have been dissolved and its business shall be in the process of being wound up;

(iv) In the case of a Member that is a trust or is acting as a Member by virtue of being a trustee of a trust, distribution of the trust's entire rights to receive distributions from the Company, but not merely by reason of the substitution of a successor trustee;

(v) In the case of a Member that is an estate or is acting as a Member by virtue of being a personal representative of an estate, distribution of the estate's entire rights to receive distributions from the Company, but not merely the substitution of a successor personal representative; or

(vi) Termination of the existence of a Member if the Member is not an individual, estate, or trust other than a business trust.

(b) Upon a Purchase Option Event, the Selling Member or such Selling Member's administrator, trustee, or estate to whom the interest shall have been transferred by operation of law or any transferee or assignee of such Selling Member, administrator, trustee, or estate shall not have the right to participate in the management of the business and affairs of the Company or to become a Member and shall only be entitled to the Selling Member's allocations and distributions with respect to such interest in accordance with this Agreement.

(c) A Purchase Option Event set forth in paragraph (a)(i), (ii), (iii) or (iv) of this Section 9.5 shall be deemed to be wrongful. The Company shall be entitled to recover from the Selling Member any damages (excluding consequential damages) caused by a wrongful Purchase Option Event.

(d) The occurrence of a Purchase Option Event shall not cause the dissolution or the winding up of the Company.

(e) Upon the occurrence of any Purchase Option Event, the Company shall have the first option (but not the obligation) and the remaining Members, or such of them as so elect, the second option (but not the obligation) to purchase all or any portion of the Selling Member's interest in the Company at a price equal to the Fair Value of the Interest (as defined below) in the manner and upon the terms as hereinafter provided. The Company shall have sixty (60) days and the remaining Members ninety (90) days after the Company's receipt of actual notice of such Purchase Option Event (the "Purchase Option Period") to exercise their respective options.

(f) Any Person who exercises an option to purchase the interest of a Selling Member, or a portion thereof, granted in this Article IX shall do so by delivery of written notice of such exercise within the times provided herein to such Selling Member or his, her or its legal representative, to the other Members and to the Company. All of the other Members must approve the exercise of any option to purchase the interest of a Selling Member by the Company. If under the provisions of this Section 9.5 one or more Members have the right to purchase the interest of a Selling Member, unless otherwise agreed in writing by the purchasing parties, such purchase shall be made in accordance with the following procedure: Each Member who elects to purchase such interest may purchase up to an amount equal to the interest available to the Members multiplied by a fraction, the numerator of which is the Membership Percentage of such purchasing Member and the denominator of which is the aggregate of the Membership Percentages of all Members who have elected to purchase such available interest.

(g) Except as otherwise provided herein, no Member shall assign, pledge, encumber or use any of such Member's Membership Interest as security for any loan, except upon the written consent of all of the other Members.

(h) Unless otherwise agreed by the parties, the closing of the sale and purchase of a Membership Interest as provided for in this Section 9.5 (the "Closing"), shall take place at the principal office of the Company. The Closing for the purchase pursuant to this Section 9.5 shall take place not more than thirty (30) days after the expiration of the Purchase Option Period, or if the determination of the Fair Value of the Company by one or more appraisers is required under Section 9.5(k), the Closing shall take place not more than ten (10) days after the date on which such

appraiser(s) issue their opinions to the parties as to the Fair Value of the Company, if that date is later than the dates above specified. If any of the dates specified above is a Saturday, Sunday, or a state or federal holiday, then the Closing shall be held on the first business day thereafter. On the date of Closing, the selling and purchasing parties shall execute and deliver to each other documents which shall be required to carry out their undertakings hereunder including the payment of cash, if any is to be paid.

(i) The purchase price for a Membership Interest purchased pursuant to this Article IX shall be paid in immediately available funds, except that, at the option of the purchasing party or parties, the purchase price may be paid in sixty (60) consecutive equal monthly installments, the first of which shall be made one month after the date of the Closing. In the event that a purchasing party elects to pay the purchase price in installments as provided herein, the purchasing party's(ies') obligation to pay the purchase price shall be evidenced by the promissory note of the purchasing party made payable to the order of the selling party. Interest on the outstanding principal balance of such promissory note shall accrue at the fixed rate of the Prime Rate (as of the date of Closing) plus one percent (1%) and shall provide that it may be prepaid in whole or in part at any time without penalty. If the maker of the note is the Company, the note shall be unsecured, but each of the remaining Members shall guarantee the repayment of a portion of the note equal to his, her or its interest (after the selling Member's Membership Interest is purchased) multiplied by the original principal balance of the note. If the maker of the note is one or more Members, the note shall be secured by a pledge, to the payee of the note, of the interest purchased.

(j) In the event that the Fair Value of the Interest is not agreed upon by the purchaser(s) and the Selling Member, the "Fair Value of the Interest" shall equal the Selling Member's Membership Interest multiplied by the Fair Value of the Company (as defined below) on the date of the Purchase Option Event ("Valuation Date"). From time to time, the Members may unanimously agree upon the Fair Value of the Company by executing and filing with the Company a written instrument wherein such agreement is set forth, whereupon, for the period of time stated in the instrument the Fair Value of the Company so agreed shall supersede any other determination of the Fair Value of the Company. Such written instrument may, but need not, read as follows:

"The undersigned, being all of the Members of JLW Key West 1, LLC, do hereby pursuant to Section 9.5(j) of the Agreement dated October __, 2006, agree that between _____, _____ and _____, _____, both dates inclusive, the Fair Value of the Company shall be an amount equal to _____ and No/100 Dollars (_____)."

In the event that no such agreement is in effect, then the term "Fair Value of the Company" shall be the amount set forth in the written valuation opinion of an appraiser acceptable to all Members, the expense of which appraisal shall be paid one-half (½) by the Selling Member and one-half (½) by the purchaser(s). In the event the Members cannot agree on an acceptable appraiser within thirty (30) days of notification from the Company to the Members of the necessity for such appraisal, the Fair Value of the Company shall be determined by three (3) appraisers, one selected by the Selling Member (or representative thereof), one by the purchaser(s), and the third by the two appraisers so selected. If the written valuation opinions ("Appraisals") of two of the appraisers are within five percent (5%) of each other (i.e., if the lower of the two Appraisals is no less than ninety-five percent (95%) of the higher), the Fair Value of the Company shall be the average of the two Appraisals with the least percentage difference. Otherwise, the Fair Value of the Company shall be the numerical

average of the three Appraisals. In the event three (3) appraisers are required, the Selling Member shall pay for the appraiser he, she or it selects, the purchaser(s) shall pay for the appraiser they select, and the cost of the appraiser selected by the other two appraisers shall be paid one-half (½) by the Selling Member and one-half (½) by the purchaser. All expenses to be paid by the purchaser(s) herein shall be paid by each purchaser party as follows: The expense multiplied by a fraction, the numerator of which is the interest purchased by such purchaser and the denominator of which is the total interest purchased by all purchasers. Each party shall select its appraiser within ten (10) days after expiration of the time to agree on a single appraiser, and the appraisers selected by the parties shall select a third appraiser within ten (10) days thereafter. Each appraiser shall provide his or her Appraisal to the Company and the Members within thirty (30) days after such appraiser's selection. The failure of a party to select his, her or its appraiser, or the failure of an appraiser to provide his or her Appraisal, within the times provided herein, shall eliminate such appraiser's Appraisal from consideration, and the Fair Value of the Company shall be determined on the basis of the remaining Appraisals. For purposes of determining the Fair Value of the Company, the appraiser(s) shall make the following adjustments:

(i) Insurance, if any, owned by the Company on the life of a deceased Member whose interest in the Company is the subject of purchase under this Agreement shall be valued at its cash value on the day before the Valuation Date and not at its face value, and

(ii) No adjustment shall be made on account of any event occurring subsequent to the Valuation Date.

(k) Notwithstanding anything herein to the contrary, if at any time the Company has only one Member, and if the Member's entire Membership Interest is transferred voluntarily by the Member by sale, exchange or gift, or involuntarily by reason of the Member's death, incompetence, an Event of Bankruptcy or dissolution, then the transferee(s) of such Membership Interest shall automatically become full Members of the Company.

(l) Any interest in the Company transferred in accordance with the terms of this Agreement shall remain subject to this Agreement (including the restrictions on transfer contained in this Section 9.5) as if no transfer had been made, including, without limitation, any transfer to a person not a party to this Agreement, and the transferee shall be required to acknowledge such fact in writing before the transfer of ownership of such interest shall be recorded in the books of the Company.

9.6 Defaulting Member/Bankrupt Member.

(a) If any Member fails to perform any of its obligations under this Agreement (other than a failure to make a Pro-Rata Capital Contribution pursuant to Article III), or violates the terms of this Agreement (any such Member, a "Defaulting Member"), any of the other Members shall have the right to give the Defaulting Member a notice of default specifically setting forth the nature of the default and stating that the Defaulting Member shall have a period of thirty (30) days to cure any default specified. If the Defaulting Member does not cure all such defaults, then any of the other Members shall have the right to do one or more of the following:

(i) Bring any proceeding in the nature of specific performance, injunction or other equitable remedy, it being acknowledged by each of the Members that damages at law may be an inadequate remedy for a default or threatened breach of this Agreement;

(ii) Bring any action at law by or on behalf of the Company or the other Member as may be permitted in order to recover damages;

(iii) Institute such proceedings as may be appropriate to secure an accounting and to dissolve, wind up and terminate the Company; and/or

(iv) Upon notice to the Defaulting Member, the Managing Member shall have the right to terminate any rights that the Defaulting Member may have with respect to the management of the Company, including the right to vote on Major Decisions, and if the Defaulting Member is the Managing Member, the other Members shall have the power to remove the Managing Member and designate a new Managing Member pursuant to Section 7.3.

(b) From and after the date on which a Member becomes a Bankrupt Member, all of such Member's rights to management and control of the Company shall immediately terminate, including, without limitation, the right to vote on any matter requiring the vote of the Members, the right to consent to transfers by any Member and the right to initiate any of the provisions of Section 9.5. The remaining Members shall have the sole power and right to act in all respects as if it were the sole Member(s) of the Company.

9.7 Certificates; Legend on Membership Interest Certificates. The Company has the option to issue certificates or instruments representing the Members' Membership Interests. If the Company determines to issue such certificates, such certificates shall be endorsed conspicuously on the face thereof with the following legend:

"The Membership Interest represented by this certificate is subject to a certain Limited Liability Company Operating Agreement dated as of October __, 2006 by and among the Members of the Company, a copy of which Limited Liability Company Operating Agreement is available for inspection at the offices of the Company or may be available upon request."

9.8 Repayment of Outstanding Loans of Members. Notwithstanding any other provision of this Article IX, no Member may dispose his, her or its Membership Interest to a third party, and neither the Company nor any Member may elect to purchase the Membership Interest of another Member, unless such Member or the Company agrees to pay, in cash at the time of closing of such transaction, any and all outstanding loans, debts, and obligations owed by the Member to the Company.

ARTICLE X - DISSOLUTION AND TERMINATION

10.1 Dissolution. The Company shall continue in effect until dissolved upon the first to occur of the following:

(a) The vote of Members owning at least ninety percent (90%) of the Membership Percentages to dissolve the Company;

(b) The entry of a decree of judicial dissolution of the Company under Section 608.441(3) of the Act or such other event requiring dissolution under the Act; or

(c) The Sale or other disposition of all or substantially all of the Company's assets and the collection of all amounts derived from any such disposition, including all amounts payable to the Company under any promissory notes or other evidence of indebtedness derived by the Company from any such disposition unless the Members agree, in writing, within ninety (90) days of such sale or disposition, to continue the Company.

10.2 Accounting. Upon the dissolution of the Company, a proper accounting shall be made of the assets and liabilities of the Company and the Capital Account of each Member as of the date of dissolution and of the items of Net Income and Net Loss from the date of the last previous accounting to the date of dissolution. The Liquidating Trustee shall cause financial statements (consisting of a balance sheet, statement of operations, statement of Members' equity and statement of cash flows) of the Company to be prepared in accordance with such methodology consistent with the books and records of the Company, presenting such accounting to be prepared and certified.

10.3 Liquidating Trustee.

(a) Upon the dissolution of the Company, the affairs of the Company shall be wound up and terminated and the Members shall continue to share Net Income, Net Loss, Distributable Cash and other items of the Company during the winding-up period in accordance with the provisions of Articles IV and V hereof. The winding-up of the affairs of the Company and the distribution of its assets shall be conducted exclusively by the Liquidating Trustee, who is hereby authorized to do all acts authorized by law for these purposes. The Liquidating Trustee, in carrying out such winding up and distribution, shall have full power and authority to sell, assign, transfer and encumber all or any of the Company assets.

(b) Upon the completion of the winding up of the Company and the distribution of all Company assets, the Company shall terminate and the Liquidating Trustee shall have the authority to execute and record any and all other documents required to effectuate the termination of the Company.

(c) The Liquidating Trustee shall be indemnified and held harmless by the Company from and against any and all claims, liabilities, costs, damages and causes of action of any nature whatsoever arising out of or incidental to the Liquidating Trustee's taking of or failure to take any action authorized under, or within the scope of, this Agreement; provided, however, that the Liquidating Trustee shall not be entitled to indemnification for:

(i) Matters entirely unrelated to the Liquidating Trustee's actions under the provisions of this Agreement; or

(ii) Fraud, willful misconduct, self-dealing or criminal activity.

10.4 Liquidating Distribution. In the event of the dissolution of the Company for any reason, the assets of the Company shall be liquidated for distribution in the following rank and order:

(a) First, to the payment and discharge of all the debts and liabilities in the order of priority as provided by the Act;

(b) Second, to the establishment of any necessary reserves to provide for contingent liabilities, if any;

(c) Third, to the payment of loans to the Company by the Members, if any, in the order of priority provided under this Agreement or by law; and

(d) Third, to the Members in proportion to their positive Capital Account balances after giving effect to the allocations set forth in Article IV hereof, treating any distribution of property as a sale thereof at fair market value.

Such distributions shall be made on or before a date (the "Final Liquidation Date") no later than the later to occur of (i) the last day of the taxable year of the Company in which the liquidation of the Company occurs and (ii) ninety (90) days after such liquidation. If the Liquidating Trustee, in its discretion, determines that the distributions will not be timely made, it may distribute all of the assets and liabilities of the Company in trust with the Liquidating Trustee, or such other Person as may be selected by the Liquidating Trustee acting as trustee; the purpose of the trust is to allow the Company to comply with the timing requirements under Regulation Section 1.704-1(b). The trustees of said trust shall distribute the former Company assets (however constituted, enhanced or otherwise) as promptly as such trustee deems proper and in the same manner as directed in this Section (without regard to this sentence or the preceding two sentences) and otherwise as required hereunder. The trust shall be terminated as soon as possible after the trust property is distributed to the beneficiaries thereof.

10.5 Distributions in Kind. Company property distributed in kind shall be transferred and conveyed to the distributees as tenants in common subject to any liabilities attached thereto so as to vest in them undivided interests in the whole of such property in proportion to their respective rights to share in the proceeds of the sale of such property in accordance with this Article.

ARTICLE XI - LIMITATIONS ON COMPANY'S ACTIVITIES

11.1 Special Purpose Entity. This Article XI is being adopted in order to qualify the Company as a "special purpose entity" for the purpose of the Loan. So long as any portion of the Loan is outstanding, the provisions of this Article XI shall supersede and control any other provision contained in this Agreement to the contrary.

11.2. Limitation on Company's Activities.

(a) So long as any portion of the Loan is outstanding, without the prior written consent of Lender, the Company shall have no authority to:

(i) Engage in any business other than the acquisition, ownership, operation, leasing and management of the Key West Properties and such activities as are necessary, incidental or appropriate in connection therewith;

(ii) Borrow money, incur any indebtedness or assume or guaranty any indebtedness of any other Person, other than normal trade accounts payable and lease obligations in the normal course of business, or grant consensual liens on the Key West Properties; except, however, that the Managing Member is hereby authorized to secure financing for the Company and the Other Borrowers pursuant to the terms of the documents related to the Loan and other

indebtedness expressly permitted in the documents related to the Loan, and to grant a mortgage, lien or liens on the Company's property to secure the Loan;

(iii) Dissolve or liquidate, in whole or in part;

(iv) Sell or lease, or otherwise dispose of all or substantially all of its assets;

(v) Amend, modify or alter this Article XI;

(vi) Merge or consolidate with any other Person; or

(vii) File a voluntary petition or otherwise initiate proceedings to have the Company adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company, or file a petition seeking or consenting to reorganization or relief of the Company as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Company; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Company or of all or any substantial part of the properties and assets of the Company, or make any general assignment for the benefit of creditors of the Company, or admit in writing the inability of the Company to pay its debts generally as they become due or declare or effect a moratorium on the Company debt or take any action in furtherance of any action.

(b) So long as any portion of the Loan is outstanding, the Company shall:

(i) Maintain its assets, accounts, books, records, financial statements, stationary, invoices and checks separate from and not commingled with any of those of any other Person (other than the Managing Member and the Other Borrowers);

(ii) Maintain its respective assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any constituent party of the Company, any Affiliate, or any other Person (other than the Managing Member and the Other Borrowers);

(iii) Conduct its business in its own name, hold regular meetings, as appropriate, to conduct its business and observe all customary organizational, operational and company formalities, as applicable;

(iv) Hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;

(v) Prepare separate tax returns and financial statements, or if part of a consolidated group, then it will be shown as a separate member of such group;

(vi) Allocate and charge fairly and reasonably any common employee or overhead shared with its Affiliates;

(vii) Transact all business with its Affiliates on an arm's-length basis and not enter into any contract or agreement with an Affiliate, except upon terms and conditions that are

intrinsicly fair and substantially similar to those that would be available on an arm's-length basis with third parties other than any Affiliate;

(viii) Except to the extent of the joint and several nature of the Loan, not assume, guarantee or pay the debts or obligations of any other Person;

(ix) Correct any known misunderstanding as to its separate identity;

(x) Not permit any of its Affiliates to guarantee or pay its or the Company's obligations (other than to the extent of (A) the joint and several nature of the Loan, and (B) limited guarantees, if any, set forth in the loan documents evidencing the Loan); and

(xi) Not make loans or advances to any other Person.

(c) Failure of the Company, or the Managing Member on behalf of the Company, to comply with any of the foregoing covenants or any other covenant contained in this Agreement shall not affect the status of the Company as a separate legal entity or the limited liability of the Members.

ARTICLE XII - MISCELLANEOUS

12.1 Authority to Amend. Except as provided herein, this Agreement may be amended only by a writing approved by Members holding at least ninety percent (90%) of the Membership Percentages. The Managing Member shall notify all Members in writing of the substance of any such amendment, furnish a copy of the amendment and state the effective date of the amendment.

12.2 Further Assurances. Each Member agrees to execute, acknowledge, deliver, file, record and publish such further certificates, amendments to certificates, instruments and documents, and do such other acts and things as may be required by law, or as may be required to carry out the intent and purposes of this Agreement.

12.3 Notices. All notices, demands, consents, approvals, requests, offers or other communications which any of the parties to this Agreement may desire or shall be required to be given hereunder shall be in writing and shall be given (a) by registered or certified mail, return receipt requested, or (b) delivery, signed receipt required, via nationally recognized overnight delivery service, the cost and expense of such delivery to be borne by the sending party. All notices shall be addressed to the recipient at the address set forth on Exhibit A hereto unless such address is subsequently changed by giving to the other parties at least ten (10) days written notice thereof. Any notice sent in compliance with the above provisions shall be deemed delivered and received, except for electronic communications, on the third (3rd) business day next succeeding the day on which it was sent, or, if sooner, on the actual date received, and, in the case of electronic communications, only on the date the sending party receives acknowledgment of receipt of such notice.

12.4 Governing Law. This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the State of Florida, without regard to the conflict of laws principles thereof.

12.5 Captions. All articles and section headings or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

12.6 Pronouns. As used herein, all pronouns shall include the masculine, feminine, neuter, singular and plural thereof wherever the context and facts require such construction.

12.7 Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective executors, administrators, legal representatives, heirs, successors and assigns, and shall inure to the benefit of the parties hereto, and, except as otherwise herein expressly provided, their respective executors, administrators, legal representatives, successors and assigns.

12.8 Extension not a Waiver. No delay or omission in the exercise of any power, remedy or right herein provided or otherwise available to a party or to the Company shall impair or affect the right of such Member or the Company thereafter to exercise the same. Any extension of time or other indulgences granted to a Member hereunder shall not otherwise alter or affect any power, remedy or right of any other Member or of the Company or of the obligations of the Member to whom such extension or indulgence is granted.

12.9 Severability. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such provision to such Person or circumstances, other than as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and shall be enforced to the fullest extent permitted by law.

12.10 Entire Agreement. This Agreement, and the exhibits hereto, contain the entire understanding and agreement of the parties hereto relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein.

12.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one agreement, but no counterpart shall be binding unless an identical counterpart shall have been executed and delivered by each of the other parties hereto.

12.12 No Third Party Beneficiary. The provisions of this Agreement shall be solely for the benefit of the parties hereto and their respective successors and assigns.

12.13 Investment Representation. Each Member represents, warrants and agrees that it is acquiring its Membership Interest solely for its own account for the purpose of investment only and not with a view to resale or distribution of all or any part thereof, nor with the intent of selling or otherwise distributing its Membership Interest at any particular time or upon the occurrence or non-occurrence of any predetermined event and further represents, warrants and agrees that it has had free access to all documents, information, books and records in the possession and control of the Members relating to the Company, the Property and the business of the Company. Each Member further represents that by reason of its knowledge and experience in financial and business matters, it is capable of evaluating the risks in the Company. Each Member understands that it must bear the economic risk entailed in purchasing the membership interests; that the membership interests of the Members have not been registered under the Securities Act of 1933 or qualified under the securities

laws of any state and may not be sold unless they are registered under the Securities Act of 1933 and qualified under the securities laws of any state (neither of which, in all likelihood, the Company will do) or an exemption from such registration and qualification is available and are further subject to the restrictions on transfer set forth in this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the 7 day of October, 2006.

MANAGING MEMBER:

SH 7, INC., a Florida
corporation

By: _____
Robert A. Spottswood, President

MEMBERS:



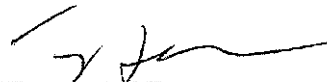
J. LUZURIAGA

ANDREW V. AGOSTINI


RFA INVESTORS, LP, a Delaware limited
partnership

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

By: _____
Edward W. Ross, Manager



TYLER FLESCH



JEREMY GLENDENNING

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the 7 day of October, 2006.

MANAGING MEMBER:

SH 7, INC., a Florida
corporation

By: 
Robert A. Spottswood, President

MEMBERS:


J LUZURIAGA



ANDREW V. AGOSTINI

RFA INVESTORS, LP, a Delaware limited
partnership

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

By: 
Edward W. Ross, Manager

TYLER FLESCH

JEREMY GLENDENNING

EXHIBIT A

TO

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF JLW KEY WEST 1, LLC**

<u>Name and Address of Member</u>	<u>Initial Capital Contribution</u>	<u>Membership Percentage</u>
Andrew V. Agostini 401 N. Michigan Avenue, Suite 1300 Chicago, Illinois 60611	\$225.00	22.5%
J Luzuriaga Seabreeze Office Building 49 Immigration Street, Suite 103 Charleston, South Carolina 29403	\$225.00	22.5%
RFA Investors, LP 401 N. Michigan Avenue, Suite 1300 Chicago, Illinois 60611 Attention: Edward W. Ross	\$225.00	22.5%
SH 7, Inc. 506 Fleming Street Key West, Florida 33040	\$225.00	22.5%
Tyler Flesch Seabreeze Office Building 49 Immigration Street, Suite 103 Charleston, South Carolina 29403	\$50.00	5.0%
Jeremy Glendenning Seabreeze Office Building 49 Immigration Street, Suite 103 Charleston, South Carolina 29403	\$50.00	5.0%

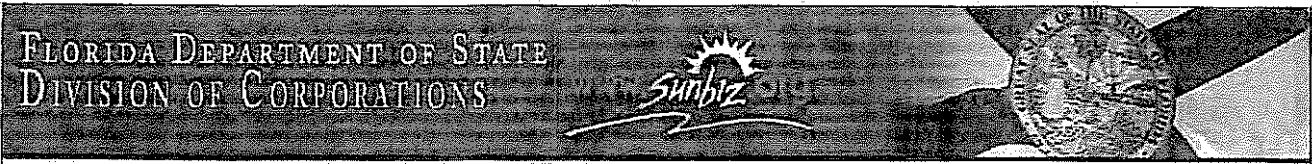
EXHIBIT B

TO

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF JLW KEY WEST 1, LLC**

Description of Property

1. Radisson Inn Property 3820 North Roosevelt Boulevard, Key West, Florida 33040
2. El Meson de Pepe Property 3800 North Roosevelt Boulevard, Key West, Florida 33040
3. Conch Tour Train Property 3840 North Roosevelt Boulevard, Key West, Florida 33040
4. Days Inn Property 3852 North Roosevelt Boulevard, Key West, Florida 33040



[Previous on List](#) [Next on List](#) [Return To List](#)

[Events](#) [No Name History](#)

Detail by Entity Name

Florida Limited Liability Company

JLW KEY WEST 2, LLC

This detail screen does not contain information about the 2013 Annual Report.
Click the 'Search Now' button to determine if the 2013 Annual Report has been filed.

[Search Now](#)

Filing Information

Document Number L06000105102
 FEI/EIN Number 205776170
 Date Filed 10/27/2006
 State FL
 Status ACTIVE
 Last Event LC-AMENDMENT
 Event Date Filed 12/28/2010
 Event Effective Date NONE

Principal Address

35 EAST WACKER DRIVE, SUITE 3300
CHICAGO IL 60601

Changed 12/28/2010

Mailing Address

35 EAST WACKER DRIVE, SUITE 3300
CHICAGO IL 60601

Changed 12/28/2010

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE FL 32301-2525 US

Name Changed: 12/28/2010

Address Changed: 12/28/2010

Manager/Member Detail

Name & Address

Title MGRM

AGOSTINI, ANDREW V
35 EAST WACKER DRIVE, SUITE 3300
CHICAGO IL 60601

Annual Reports

Report Year Filed Date

2010 04/29/2010
2011 04/26/2011
2012 04/20/2012

Document Images

- [04/20/2012 -- ANNUAL REPORT](#) [View image in PDF format](#)
- [04/26/2011 -- ANNUAL REPORT](#) [View image in PDF format](#)
- [12/28/2010 -- CORLCMMRES](#) [View image in PDF format](#)
- [12/28/2010 -- LC Amendment](#) [View image in PDF format](#)
- [04/29/2010 -- ANNUAL REPORT](#) [View image in PDF format](#)
- [04/28/2009 -- ANNUAL REPORT](#) [View image in PDF format](#)
- [04/03/2008 -- ANNUAL REPORT](#) [View image in PDF format](#)
- [04/25/2007 -- ANNUAL REPORT](#) [View image in PDF format](#)
- [10/27/2006 -- Florida Limited Liability](#) [View image in PDF format](#)

[Previous on List](#) [Next on List](#) [Return To List](#)

[Entity Name Search](#)

[Events](#) [No Name History](#)

THIS INSTRUMENT WAS
PREPARED BY AND AFTER
RECORDING MAIL TO:
Donald I. Resnick, Esq.
Jenner & Block LLP
353 North Clark Street
Chicago, Illinois 60654

Doc# 1892593 07/24/2012 10:54AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1892593
Blk# 2581 Pgs# 113

This space reserved for Recorder's use only

COTENANTS' AGREEMENT

(Quality Inn Key West: 3824 N. Roosevelt Blvd., Key West)

THIS COTENANTS' AGREEMENT (the "Agreement") is entered into as of the 20th day of July, 2012 (the "Effective Date"), by and among JLW KEY WEST 2, LLC, a Florida limited liability company ("JLW" or "Managing Cotenant"), RFA KEY WEST II LLC, a Florida limited liability company ("RFA"), and JL KEY WEST II LLC, a Florida limited liability company ("JL"). The parties hereto are sometimes referred to individually as a "Cotenant" and collectively as the "Cotenants."

RECITALS:

A. The Cotenants are the tenant-in-common owners of that certain real property (and any improvements located thereon) located at 3824 North Roosevelt Boulevard, Key West, Monroe County, Florida, as more particularly described on Exhibit A attached hereto, upon which is located the improvements commonly known as the current Quality Inn Key West Hotel (collectively, the "Property").

B. Title to the Property is owned by the Cotenants as tenants-in-common in the following percentages (the "Percentage Interests"):

JLW	22.40%
RFA	55.10%
JL	22.50%

C. The Property, along with certain other real property, is presently encumbered by that certain Amended and Restated Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated December 23, 2009 (as amended from time to time, the "Mortgage") made by the Cotenants (or their predecessors-in-interest) and JLW Key West 1, LLC, a Florida limited liability company ("JLW1"), to and for the benefit of Bank of America, N.A., a national banking association, as agent for itself and certain other lenders which become parties to the Amended and Restated Term Loan Agreement (together with its successors and assigns, the "Lender"). As used in this Agreement, the "Loan" shall mean that certain loan in the original principal amount of \$56,500,000.00 made by and among the Cotenants (or their predecessors-in-interest) and JLW1 collectively as borrower under the Loan (in such capacity,

collectively, "Borrower"), and Lender. In addition to the Mortgage, the Loan is further evidenced and secured by that certain Amended and Restated Promissory Note dated December 23, 2009 in the original principal amount of \$28,250,000.00 made by Borrower to the order of Bank of America and that certain Amended and Restated Promissory Note dated December 23, 2009 in the original principal amount of \$28,250,000.00 made by Borrower to the order of Associated Bank, National Association, a national banking association (such promissory notes are collectively, the "Note"), that certain Amended and Restated Term Loan Agreement dated December 23, 2009 (the "Loan Agreement") made by and among Borrower and Lender, that certain Amended and Restated Environmental Indemnity Agreement dated December 23, 2009 (the "Indemnity") made by and among Borrower, certain guarantors of the Loan to and for the benefit of Lender, and UCC financing statement(s) filed in the Office of the Clerk of the Circuit Court of Monroe County, Florida and with the Florida and Illinois Secretaries of State (the "UCCs"). As used in this Agreement, "Loan Documents" shall mean the Mortgage, Note, Loan Agreement, Indemnity, UCCs and such other documents evidencing, governing or securing or entered into relative the Loan.

D. The parties desire to memorialize their agreement regarding the operations of the Property so long as title thereto remains vested in them, as Cotenants.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Cotenancy.

(a) The purposes of this tenancy-in-common are to engage in the following activities: (i) to manage, lease, mortgage and dispose of the Property; and (ii) to take such other actions as the Cotenants deem necessary or advisable to carry out the foregoing. The Cotenants shall hold the Property for investment purposes only and not for the active conduct of a trade or business. In particular, the Cotenants shall only engage in activities which are customary services in connection with the maintenance and repair of the Property. Neither the Cotenants, nor its agents shall provide any non-customary services, as such term is contemplated under Code (as hereinafter defined) Sections 512 and 856 and Rev. Rul. 75-743.

(b) Each Cotenant acknowledges and confirms that it owns its interest in the Property as a tenant-in-common with the other Cotenants, and that each Cotenant's interest in the Property is its Percentage Interest. The Cotenants do not intend by this Agreement to create a partnership, joint venture, association or a trust for federal income tax purposes, but merely to set forth the terms and conditions upon which each of them shall hold their respective interests. Except as expressly provided herein or as otherwise agreed upon by all Cotenants in writing, no Cotenant is authorized to act as agent for, to act on behalf of, or to do any act that will bind, any other Cotenant or to incur any obligations with respect to the Property. Each Cotenant agrees and acknowledges that for federal income tax purposes they are tenants-in-common holding a direct ownership interest in the Property. Each Cotenant shall report its interest in the Property

in a manner consistent with the foregoing and otherwise not take any action that would be inconsistent with the foregoing.

(c) Without limitation of the preceding paragraph, none of the Cotenants shall have any fiduciary duty or obligation to any other Cotenant by reason of ownership of such Cotenant's interest in the Property or by reason of this Agreement. Each Cotenant and the partners, officers, directors, members, managers, and shareholders of each Cotenant may engage in whatever activities they choose, whether competitive with the Property or otherwise, without having or incurring any obligation to offer any interest in any such activities to any other Cotenant. Neither this Agreement nor the interest of any Cotenant in the Property nor the relationship among the Cotenants shall prevent any Cotenant, or the partners, officers, directors, members, managers, and shareholders of any Cotenant, from engaging in such activities, or require participation in such activities by any other Cotenant.

(d) No Cotenant has the right to (i) partition any portion of the Property; (ii) make application to any court or authority for a partition of the Property or for the appointment of a receiver for the Property; or (iii) commence or prosecute any action or proceeding for a portion of the Property or for the appointment of a receiver for the Property while the Loan remains outstanding, and each Cotenant hereby expressly waives and relinquishes all rights to seek a partition of the Property or the appointment of a receiver for the Property. Upon any breach of the provisions of this Paragraph 1(d) by any Cotenant, the other Cotenants shall be entitled to a decree or order restraining or enjoining such application, action, or proceeding. From and after the repayment in full or release of the Loan in accordance with the terms of the Loan Agreement, each Cotenant may at any time seek to have the Property partitioned corresponding to its Percentage Interests.

(e) The Cotenants hereby agree that the joint ownership of the Property as tenants in common shall be excluded from Subchapter K of the Internal Revenue Code of 1986, as amended from time to time (the "Code") and the Cotenants will report on their federal and state income tax returns all items of income, deduction, credits and expense consistent therewith which result from their Interests as provided in Treasury Regulation Section 1.761-2(b). No Cotenant shall notify the Commissioner of Internal Revenue that such Cotenant desires that Subchapter K of the Code apply to the Cotenants and each Cotenant hereby agrees to indemnify, protect, defend and hold the other Cotenants free and harmless from all costs, liabilities, tax consequences and expenses, including, without limitation, attorneys' fees, which may result from any Cotenant so notifying the Commissioner in violation of this Agreement or otherwise taking a contrary position on any tax return.

(f) Notwithstanding anything to the contrary contained herein, so long as any portion of the Loan is outstanding, and without the prior written consent of the Lender, neither the Managing Cotenant nor any Cotenant on its own behalf or on behalf of the Cotenants collectively shall have the power or authority to undertake any of the following:

i. engage in any business or activity other than those expressly permitted hereby;

Doc# 1892593
Bk# 2581 Pg# 115

ii. engage in any business or activity other than those expressly permitted pursuant to the Loan Documents, including, without limitation, the provisions related to the single asset entity and separateness of the Cotenants as set forth in the Loan Agreement which are hereby incorporated herein by reference;

iii. do any act which would make it impossible to carry on the ordinary business of any Cotenant or the Cotenants collectively;

iv. borrow money or incur any indebtedness or assume or guaranty any indebtedness of any other entity, other than normal trade accounts and lease obligations incurred in the ordinary course of business as permitted pursuant to the Loan Documents, or grant consensual liens on the Property, except, however, the Cotenants are specifically authorized to obtain the Loan, jointly and severally, and to execute the Loan Documents, including, without limitation, the Indemnity;

v. dissolve or liquidate any Cotenants or terminate this Agreement or the tenancy-in-common relationship evidenced hereby;

vi. make a Prohibited Transfer (as defined in the Loan Agreement) of any interest in the Property or make any other disposition except as expressly permitted by and in accordance with the Loan Documents, and further provided that nothing contained herein shall restrict or prohibit a Permitted Transfer (as defined in the Loan Agreement) in compliance with the Loan Documents;

vii. institute bankruptcy proceedings (or consent or acquiesce to any bankruptcy proceedings or actions) with respect to any Cotenant; or

viii. amend this Agreement in any respect.

(g) Notwithstanding anything to the contrary contained herein, so long as any portion of the Loan is outstanding, the Cotenants covenant and agree as follows:

i. No Cotenant may exercise any remedy provided for in this Agreement including any rights of indemnification against any other Cotenant.

ii. Each Cotenant acknowledges that any action by one Cotenant that constitutes an Event of Default (as defined in the Loan Documents), including, without limitation, commencement of any action to partition the Property, can result in Lender's exercise of all of its rights and remedies under the Loan Documents.

iii. Notwithstanding any other provision herein, the Cotenants agree and acknowledge that any amendment, modification, or termination of this Agreement shall require Lender's prior written consent.

iv. Notwithstanding any other provision herein, the Cotenants agree and acknowledge that each of the Cotenants and Property are subject to the Loan Documents, and the Cotenants shall comply with the provisions of the Loan Documents. In amplification of

the foregoing, each of the Cotenants covenants and agrees to comply with the provisions pertaining to single purpose entities and separateness set forth in the Loan Agreement.

v. There shall be no more than four (4) Cotenants or owners of the Property.

2. Finance.

(a) Except as otherwise provided herein, each Cotenant shall be entitled to such Cotenant's Percentage Interest of all revenues and receipts derived from the Property and the business of the Cotenants (including loan proceeds), and shall bear such Cotenant's Percentage Interest of all expenses and expenditures pertaining to the Property and the business of the Cotenants (including the Loan), provided that none of the Cotenants shall have any personal liability or obligation to any other Cotenant or any other person or entity with respect to any such expense or expenditure except as provided by separate agreement with the obligee with respect to such expense or expenditure. In no event shall the Cotenants have joint and several liability with respect to any obligation or liability pertaining to the Property or the business of the Cotenants, unless they expressly agree to undertake the same in an agreement separate from this Agreement. Notwithstanding the foregoing, the Cotenants acknowledge and agree that the obligations of the Cotenants under the Loan Documents, including, without limitation, the Note, Loan Agreement, and Indemnity, are joint and several.

(b) Notwithstanding Paragraph 2(a) above and subject to the provisions of the Loan Documents, all revenues and receipts of the Cotenants derived from the Property or the business of the Cotenants (including loan proceeds) shall be first applied to payment of or provision for all expenses and expenditures pertaining to the Property and the business of the Cotenants, as determined by the Cotenants. Subject to the provisions of the Loan Documents, all receipts shall be deposited in a bank account or accounts established by or at the direction of the Cotenants, and all disbursements for such expenses and expenditures shall be withdrawn therefrom.

(c) Notwithstanding Paragraph 2(a) above, subject to the provisions of Paragraph 3(a) hereof, if any Cotenant (the "Contributing Cotenant") pays more than such Cotenant's Percentage Interest of any expense, expenditure or obligation of or pertaining to the Property, the Loan or the business of the Cotenant, whether or not such contributing Cotenant has or had personal liability for payment thereof, the other Cotenants shall be liable to the Contributing Cotenant, upon notice by the Contributing Cotenant, for such other Cotenants' Percentage Interests of such expense, expenditure or obligation. If the other Cotenants fail to make such payment upon such notice, interest shall accrue thereon at the rate of twelve percent (12%) per annum, and the Contributing Cotenant shall, subject to the provisions of Paragraph 1(d), 1(g) and 11 hereof, have all rights and remedies available under applicable law for collection thereof.

3. Management.

(a) JLW is hereby designated as the Managing Cotenant ("Managing Cotenant") of the Property on behalf of the Cotenants. The Managing Cotenant may only be

replaced with the unanimous approval of the Cotenants. All Major Management Decisions shall be made solely upon the unanimous approval of the Cotenants. "Major Management Decisions" are the following: (i) selling, transferring, leasing, or otherwise disposing of all or substantially all of the Property; (ii) obtaining any financing secured by or encumbering the Property; (iii) materially altering or changing the physical condition or legal status of the Property; (iv) replacing the Managing Cotenant; (v) entering into any leasing agreement whether or not an affiliate of any Cotenant is the leasing agent; (vi) entering into any management agreement whether or not an affiliate of Cotenant is the management agent, including, without limitation, the approval of any hotel manager or any hotel management agreement; (vii) approval of the annual budget and operating business plan for the Property; (viii) approval of any expense, expenditure or obligation that may give rise to liability of a Cotenant under the provisions of Paragraph 2(c) hereof; (ix) approval of capital expenditures not contained in the budget and operating business plan in excess of the greater of (A) \$25,000.00 or (B) ten percent (10%) of the current budget; and (x) amending, supplementing or terminating this Agreement.

(b) Except for the Major Management Decisions, the Managing Cotenant shall have the right, power and authority, in the day-to-day management of the Property, to do or cause to be done any and all other acts deemed by the Managing Cotenant to be necessary or appropriate to effectuate the business, purposes and objectives of the Cotenants of the Property, including, without limitation, the making of payments under the Loan and the filing of any reports required by the terms of the Loan Documents, any communications with Lender, and any ordinary administration or management of the Property.

(c) Any person or entity dealing with the Property may rely on a certificate signed by the Managing Cotenant as to:

- i. the identity of the Managing Cotenant;
- ii. the existence or nonexistence of any fact or facts which constitute a condition precedent to acts by the Managing Cotenant or are in any matter germane to the affairs of the Property;
- iii. the persons who, or entities which, are authorized to execute and deliver any instrument or document of or on behalf of the Cotenants; or
- iv. any act or failure to act by the Cotenants or as to any other matter whatsoever involving the Cotenants.

(d) The Managing Cotenant shall devote such time to the affairs of the Property as the Managing Cotenant may, in its absolute discretion, deem necessary for the proper performance of its duties under this Agreement and shall be entitled to receive reasonable compensation for such services as set forth in an approved budget or otherwise agreed upon by the Cotenants. In addition, the Managing Cotenant shall be entitled to charge the Cotenants, or to be reimbursed by the Cotenants, for all expenses reasonably incurred by it in connection with the Property.

(e) The Managing Cotenant shall not be liable, responsible or accountable in damages or otherwise to the Cotenants for any act performed by it within the scope of its authority conferred by this Agreement, for its failure or refusal to perform any acts except those expressly required by the terms of this Agreement, or for its performance or omission to perform any acts on advice of accountants or legal counsel; provided, however, that the Managing Cotenant shall nevertheless be liable in all events to the Cotenants for such Managing Cotenant's own willful misconduct, gross negligence or violation of its fiduciary duties hereunder.

4. Transfers; Successor.

Except as specifically provided in this Agreement and subject to compliance with applicable securities laws and with the Loan Documents, including, without limitation, the terms of the Mortgage and the Loan Agreement, each Cotenant may sell, transfer, convey, pledge, encumber or hypothecate its interest or any part thereof. Any successor to any portion of the interest of any Cotenant in the Property, other than a single grantee or assignee of the interests of the Cotenants, shall be deemed to accept the interest so conveyed upon and subject to the terms and provisions of this Agreement and to have assumed all obligations of the grantor or assignor accruing from and after such conveyance, subject to the limitations on personal liability contained herein, which limitations shall be deemed applicable to the grantee to the extent that they were applicable to the grantor. Notwithstanding the foregoing, as long as any portion of the Loan is outstanding, any Cotenant must comply with the provisions of the Loan Documents, and, if necessary, obtain Lender's written consent prior to making any such transfer.

5. Books and Records.

The Cotenants shall jointly maintain, or cause to be maintained, accurate and complete books and records pertaining to the Property, and shall furnish, or cause to be furnished, to each Cotenant, such information as such Cotenant may reasonably require pertaining to the Property for inclusion on such Cotenant's federal and state income tax returns.

6. Notices.

All notices, consents and other communications permitted or required hereunder shall be in writing and shall be mailed by certified mail, return receipt requested, or by commercial overnight courier, or personally delivered, as follows:

To JLW:

JLW Key West 2, LLC
35 East Wacker Drive
Suite 3300
Chicago, Illinois 60601
Attn: Andrew V. Agostini

Doc# 1892593
Bk# 2581 P# 119

To RFA:

RFA Key West II LLC
35 East Wacker Drive
Suite 3300
Chicago, Illinois 60601
Attn: Edward W. Ross

To JL:

JL Key West II LLC
49 Immigration Street
Charleston, South Carolina 29403
Attn: J. Luzuriaga

Mailed communications sent by United States certified or registered mail, postage prepaid, shall be deemed to have been given upon posting in the United States mails. Notwithstanding the foregoing and subject to the provisions of Paragraph 3 hereof, the Managing Cotenant is hereby designated as (i) the agent for service of process for all of Cotenants with respect matters pertaining to this Agreement, the Loan Documents or the Property; and (ii) the party under this Agreement to whom any and all notices and other communication from Lender to any one or more of the Cotenants should be delivered or communicated (and such designation shall be changed to another party under this Agreement only following thirty (30) days prior written notice to Lender). For any notice or other communication to be sent hereunder to any one or more of the Cotenants, a single such notice to the Managing Cotenant shall be effective as notice to the applicable Cotenants and multiple copies of the same notice shall not be required to be separately delivered to each of the Cotenants in order for such notice to be effective to the applicable Cotenants.

7. Governing Law.

This Agreement shall be governed and construed in all respects by and in accordance with the internal laws of the State of Florida.

8. Complete Agreement; Headings.

(a) This instrument constitutes the entire written agreement and understanding of the parties pertaining to the Property, and there are no prior or contemporaneous written or oral agreements, undertakings, promises, covenants or warranties not contained herein. No modification or amendment of this Agreement shall be binding upon any of the parties hereto, unless in writing executed by the Cotenants.

(b) Paragraph and section headings are for convenience of reference only, and are not part of this Agreement, and shall not be deemed to be an accurate or complete description of the matters described therein.

9. Severability.

Doc# 1892593
Bk# 2581 Pg# 120

In the event that any provision of this Agreement shall be unenforceable, in whole or in part, such provision shall be limited to the extent necessary to render the same valid and enforceable or shall be excised from this Agreement, as circumstances may require, and this Agreement shall be construed as if such provision had been incorporated herein as so limited, or as if said provision had not been included herein, as the case may be.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be taken to be an original and all collectively as one and the same instrument.

11. Subordination and Standstill. The Cotenants agree that this Agreement, and all rights, remedies of, and indemnities benefiting the Cotenants hereunder as to one another, shall at all times and in all respects be, and are hereby expressly made, fully subject to, junior, secondary and subordinate to the Loan Documents and the rights and remedies of Lender thereunder, including any future advances made by Lender. It is further agreed that the rights and remedies subordinated in the foregoing sentence shall include, but not be limited to, any rights under this Agreement, purchase options, rights of first refusal and rights to purchase the Property under Section 363(i) of the Bankruptcy Code.

12. Lender Third Party Beneficiary. It is specifically agreed by Cotenants that Lender shall be a third party beneficiary under this Agreement until such time as the Loan is repaid in full or released.

[SIGNATURE PAGES FOLLOW]

Doc# 1892593
Bk# 2581 Pg# 121

IN WITNESS WHEREOF, the undersigned parties have executed Cotenants' Agreement as of the date first written above.

Signed, sealed and delivered in the presence of:

JLW:

JLW KEY WEST 2, LLC,
a Florida limited liability company

Michelle Dwyer
Name: Michelle Dwyer
Printed Name of Witness

By: [Signature]
Name: Andrew V. Agostini
Title: Managing Member

L. Agostini
Name: L. Agostini
Printed Name of Witness

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 10th day of July, 2012, by Andrew Agostini, the Managing Member of JLW KEY WEST 2, LLC, a Florida limited liability company, on behalf of such entity, who is either personally known to me, or has produced a _____ driver's license as identification.

Patrice A. Alpert
Print Name: PATRICE A. ALPERT
NOTARY PUBLIC
My Commission Expires: 7-25-13

(Notarial Seal)

[Signature Page Continues]



Doc# 1892583
Bk# 2581 Pg# 122

Signed, sealed and delivered in the presence of:

RFA:

RFA KEY WEST II LLC, a Florida limited liability company

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

By: RFA Investors, LP, a Delaware limited liability partnership, as its Manager

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

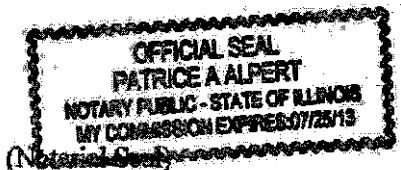
By: [Signature]
Name: Edward W. Ross
Title: Manager

[Signature]
Name: Michelle O'Connell
Printed Name of Witness

[Signature]
Name: Lauren Agostini
Printed Name of Witness

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 10th day of July, 2012, by Edward W. Ross, as Manager of RFA Management Company LLC, a Delaware limited liability company, the General Partner of RFA Investors, LP, a Delaware limited partnership, the Manager of RFA Key West II Manager, LLC, a Florida limited liability company, the Manager of RFA KEY WEST II LLC, a Florida limited liability company, on behalf of such entity, who is either personally known to me, or has produced a driver's license as identification.



[Signature]
Print Name: PATRICE A. ALPERT
NOTARY PUBLIC
My Commission Expires: 7/25/13

[Signature Page Continues]

EXHIBIT A

Legal Description

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

Doc# 1892593
BKN 2581 Pgn 125

MONROE COUNTY
OFFICIAL RECORDS

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



[Previous on List](#) [Next on List](#) [Return To List](#)

No Events No Name History

Detail by Entity Name

Foreign Limited Liability Company

AVA KEY WEST LLC

This detail screen does not contain information about the 2013 Annual Report.
Click the 'Search Now' button to determine if the 2013 Annual Report has been filed.
[Search Now](#)

Filing Information

Document Number M05000006896
FE/EIN Number 204057513
Date Filed 12/16/2005
State IL
Status ACTIVE

Principal Address

35 E WACKER DR, SUITE 3300
CHICAGO IL 60601
Changed 02/19/2008

Mailing Address

35 E WACKER DR, SUITE 3300
CHICAGO IL 60601
Changed 02/19/2008

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE FL 32301-2525 US

Manager/Member Detail

Name & Address

Title MGRM
AGOSTINI, ANDREW V
35 E WACKER DR, SUITE 3300
CHICAGO IL 60601

Annual Reports

Report Year Filed Date

2010 03/22/2010
2011 04/14/2011
2012 04/20/2012

Document Images

- [04/20/2012 -- ANNUAL REPORT](#) [View image in PDF format](#)
- [04/14/2011 -- ANNUAL REPORT](#) [View image in PDF format](#)
- [03/22/2010 -- ANNUAL REPORT](#) [View image in PDF format](#)
- [03/23/2009 -- ANNUAL REPORT](#) [View image in PDF format](#)
- [02/19/2008 -- ANNUAL REPORT](#) [View image in PDF format](#)
- [03/15/2007 -- ANNUAL REPORT](#) [View image in PDF format](#)
- [02/06/2006 -- ANNUAL REPORT](#) [View image in PDF format](#)
- [12/16/2005 -- Foreign Limited](#) [View image in PDF format](#)

[Previous on List](#)

[Next on List](#)

[Return To List](#)

[Entity Name Search](#)

No Events

No Name History

THIS INSTRUMENT WAS
PREPARED BY AND AFTER
RECORDING MAIL TO:
Donald I. Resnick, Esq.
Jenner & Block LLP
353 North Clark Street
Chicago, Illinois 60654

Doc# 1892594 07/24/2012 10:54AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1892594
Bkn 2581 Pgn 126

This space reserved for Recorder's use only

COTENANTS' AGREEMENT

(Lexington Hotel Key West: 3850 N. Roosevelt Blvd., Key West)

THIS COTENANTS' AGREEMENT (the "Agreement") is entered into as of the 20th day of July, 2012 (the "Effective Date"), by and among JRC KEY WEST HOTEL LLC, an Illinois limited liability company ("JRC Key West"), AVA KEY WEST LLC, an Illinois limited liability company ("AVA LLC"), JL KEY WEST LLC, an Illinois limited liability company ("JL LLC"), and RFA KEY WEST LLC, an Illinois limited liability company ("RFA LLC"). The parties hereto are sometimes referred to individually as a "Cotenant" and collectively as the "Cotenants."

RECITALS:

A. The Cotenants are the tenant-in-common owners of that certain real property (and any improvements located thereon) located at 3850 North Roosevelt Boulevard, Key West, Monroe County, Florida, as more particularly described on Exhibit A attached hereto, upon which is located the improvements commonly known as the current Lexington Hotel Key West (collectively, the "Property").

B. Title to the Property is owned by the Cotenants as tenants-in-common in the following percentages (the "Percentage Interests"):

JRC Key West	33.46%
RFA LLC	33.20%
AVA LLC	16.67%
JL LLC	16.67%

C. The Property is presently encumbered by that certain Amended and Restated Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated February 26, 2009 (the "Mortgage") made by the Cotenants (or their predecessors-in-interest) to and for the benefit of Bank of America, N.A., a national banking association (together with its successors and assigns, the "Lender"). As used in this Agreement, the "Loan" shall mean that certain loan in the original principal amount of \$16,500,000.00 made by and among the Cotenants (or their predecessors-in-interest) collectively as borrower under the Loan (in such capacity, collectively, "Borrower"), and Lender. In addition to the Mortgage, the Loan is

further evidenced and secured by that certain Amended and Restated Promissory Note dated February 26, 2009 in the original principal amount of \$16,500,000.00 (the "Note") made by Borrower to the order of Lender, that certain Term Loan Agreement dated February 26, 2009 (the "Loan Agreement") made by and among Borrower and Lender, that certain Amended and Restated Environmental Indemnity Agreement dated February 26, 2009 (the "Indemnity") made by and among Borrower, certain guarantors of the Loan to and for the benefit of Lender, and UCC financing statement(s) filed in the Office of the Clerk of the Circuit Court of Monroe County, Florida and with the Florida and Illinois Secretaries of State (the "UCCs"). As used in this Agreement, "Loan Documents" shall mean the Mortgage, Note, Loan Agreement, Indemnity, UCCs and such other documents evidencing, governing or securing or entered into relative the Loan.

D. The parties desire to memorialize their agreement regarding the operations of the Property so long as title thereto remains vested in them, as Cotenants.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

I. Cotenancy.

(a) The purposes of this tenancy-in-common are to engage in the following activities: (i) to manage, lease, mortgage and dispose of the Property; and (ii) to take such other actions as the Cotenants deem necessary or advisable to carry out the foregoing. The Cotenants shall hold the Property for investment purposes only and not for the active conduct of a trade or business. In particular, the Cotenants shall only engage in activities which are customary services in connection with the maintenance and repair of the Property. Neither the Cotenants, nor its agents shall provide any non-customary services, as such term is contemplated under Code (as hereinafter defined) Sections 512 and 856 and Rev. Rul. 75-743.

(b) Each Cotenant acknowledges and confirms that it owns its interest in the Property as a tenant-in-common with the other Cotenants, and that each Cotenant's interest in the Property is its Percentage Interest. The Cotenants do not intend by this Agreement to create a partnership, joint venture, association or a trust for federal income tax purposes, but merely to set forth the terms and conditions upon which each of them shall hold their respective interests. Except as expressly provided herein or as otherwise agreed upon by all Cotenants in writing, no Cotenant is authorized to act as agent for, to act on behalf of, or to do any act that will bind, any other Cotenant or to incur any obligations with respect to the Property. Each Cotenant agrees and acknowledges that for federal income tax purposes they are tenants-in-common holding a direct ownership interest in the Property. Each Cotenant shall report its interest in the Property in a manner consistent with the foregoing and otherwise not take any action that would be inconsistent with the foregoing.

(c) Without limitation of the preceding paragraph, none of the Cotenants shall have any fiduciary duty or obligation to any other Cotenant by reason of ownership of such

Cotenant's interest in the Property or by reason of this Agreement. Each Cotenant and the partners, officers, directors, members, managers, and shareholders of each Cotenant may engage in whatever activities they choose, whether competitive with the Property or otherwise, without having or incurring any obligation to offer any interest in any such activities to any other Cotenant. Neither this Agreement nor the interest of any Cotenant in the Property nor the relationship among the Cotenants shall prevent any Cotenant, or the partners, officers, directors, members, managers, and shareholders of any Cotenant, from engaging in such activities, or require participation in such activities by any other Cotenant.

(d) No Cotenant has the right to (i) partition any portion of the Property; (ii) make application to any court or authority for a partition of the Property or for the appointment of a receiver for the Property; or (iii) commence or prosecute any action or proceeding for a portion of the Property or for the appointment of a receiver for the Property while the Loan remains outstanding, and each Cotenant hereby expressly waives and relinquishes all rights to seek a partition of the Property or the appointment of a receiver for the Property. Upon any breach of the provisions of this Paragraph 1(d) by any Cotenant, the other Cotenants shall be entitled to a decree or order restraining or enjoining such application, action, or proceeding. From and after the repayment in full or release of the Loan in accordance with the terms of the Loan Agreement, each Cotenant may at any time seek to have the Property partitioned corresponding to its Percentage Interests.

(e) The Cotenants hereby agree that the joint ownership of the Property as tenants in common shall be excluded from Subchapter K of the Internal Revenue Code of 1986, as amended from time to time (the "Code") and the Cotenants will report on their federal and state income tax returns all items of income, deduction, credits and expense consistent therewith which result from their Interests as provided in Treasury Regulation Section 1.761-2(b). No Cotenant shall notify the Commissioner of Internal Revenue that such Cotenant desires that Subchapter K of the Code apply to the Cotenants and each Cotenant hereby agrees to indemnify, protect, defend and hold the other Cotenants free and harmless from all costs, liabilities, tax consequences and expenses, including, without limitation, attorneys' fees, which may result from any Cotenant so notifying the Commissioner in violation of this Agreement or otherwise taking a contrary position on any tax return.

2. Finance.

(a) Except as otherwise provided herein, each Cotenant shall be entitled to such Cotenant's Percentage Interest of all revenues and receipts derived from the Property and the business of the Cotenants (including loan proceeds), and shall bear such Cotenant's Percentage Interest of all expenses and expenditures pertaining to the Property and the business of the Cotenants (including the Loan), provided that none of the Cotenants shall have any personal liability or obligation to any other Cotenant or any other person or entity with respect to any such expense or expenditure except as provided by separate agreement with the obligee with respect to such expense or expenditure. In no event shall the Cotenants have joint and several liability with respect to any obligation or liability pertaining to the Property or the business of the Cotenants, unless they expressly agree to undertake the same in an agreement separate from this Agreement. Notwithstanding the foregoing, the Cotenants acknowledge and agree that the

Doc# 1892594
BKN 2581 Pg# 128

obligations of the Cotenants under the Loan Documents, including, without limitation, the Note, Loan Agreement, and Indemnity, are joint and several.

(b) Notwithstanding Paragraph 2(a) above and subject to the provisions of the Loan Documents, all revenues and receipts of the Cotenants derived from the Property or the business of the Cotenants (including loan proceeds) shall be first applied to payment of or provision for all expenses and expenditures pertaining to the Property and the business of the Cotenants, as determined by the Cotenants. Subject to the provisions of the Loan Documents, all receipts shall be deposited in a bank account or accounts established by or at the direction of the Cotenants, and all disbursements for such expenses and expenditures shall be withdrawn therefrom.

(c) Notwithstanding Paragraph 2(a) above, subject to the provisions of Paragraph 3(a) hereof, if any Cotenant (the "Contributing Cotenant") pays more than such Cotenant's Percentage Interest of any expense, expenditure or obligation of or pertaining to the Property, the Loan or the business of the Cotenant, whether or not such contributing Cotenant has or had personal liability for payment thereof, the other Cotenants shall be liable to the Contributing Cotenant, upon notice by the Contributing Cotenant, for such other Cotenants' Percentage Interests of such expense, expenditure or obligation. If the other Cotenants fail to make such payment upon such notice, interest shall accrue thereon at the rate of twelve percent (12%) per annum, and the Contributing Cotenant shall, subject to the provisions of Paragraphs 1(d) and 11 hereof, have all rights and remedies available under applicable law for collection thereof.

3. Management

(a) AVA LLC is hereby designated as the Managing Cotenant ("Managing Cotenant") of the Property on behalf of the Cotenants. The Managing Cotenant may only be replaced with the unanimous approval of the Cotenants. All Major Management Decisions shall be made solely upon the unanimous approval of the Cotenants. "Major Management Decisions" are the following: (i) selling, transferring, leasing, or otherwise disposing of all or substantially all of the Property; (ii) obtaining any financing secured by or encumbering the Property; (iii) materially altering or changing the physical condition or legal status of the Property; (iv) replacing the Managing Cotenant; (v) entering into any leasing agreement whether or not an affiliate of any Cotenant is the leasing agent; (vi) entering into any management agreement whether or not an affiliate of Cotenant is the management agent, including, without limitation, the approval of any hotel manager or any hotel management agreement; (vii) approval of the annual budget and operating business plan for the Property; (viii) approval of any expense, expenditure or obligation that may give rise to liability of a Cotenant under the provisions of Paragraph 2(c) hereof; (ix) approval of capital expenditures not contained in the budget and operating business plan in excess of the greater of (A) \$25,000.00 or (B) ten percent (10%) of the current budget; and (x) amending, supplementing or terminating this Agreement.

(b) Except for the Major Management Decisions, the Managing Cotenant shall have the right, power and authority, in the day-to-day management of the Property, to do or cause to be done any and all other acts deemed by the Managing Cotenant to be necessary or

appropriate to effectuate the business, purposes and objectives of the Cotenants of the Property, including, without limitation, the making of payments under the Loan and the filing of any reports required by the terms of the Loan Documents, any communications with Lender, and any ordinary administration or management of the Property.

(c) Any person or entity dealing with the Property may rely on a certificate signed by the Managing Cotenant as to:

- i. the identity of the Managing Cotenant;
- ii. the existence or nonexistence of any fact or facts which constitute a condition precedent to acts by the Managing Cotenant or are in any matter germane to the affairs of the Property;
- iii. the persons who, or entities which, are authorized to execute and deliver any instrument or document of or on behalf of the Cotenants; or
- iv. any act or failure to act by the Cotenants or as to any other matter whatsoever involving the Cotenants.

(d) The Managing Cotenant shall devote such time to the affairs of the Property as the Managing Cotenant may, in its absolute discretion, deem necessary for the proper performance of its duties under this Agreement and shall be entitled to receive reasonable compensation for such services as set forth in an approved budget or otherwise agreed upon by the Cotenants. In addition, the Managing Cotenant shall be entitled to charge the Cotenants, or to be reimbursed by the Cotenants, for all expenses reasonably incurred by it in connection with the Property.

(e) The Managing Cotenant shall not be liable, responsible or accountable in damages or otherwise to the Cotenants for any act performed by it within the scope of its authority conferred by this Agreement, for its failure or refusal to perform any acts except those expressly required by the terms of this Agreement, or for its performance or omission to perform any acts on advice of accountants or legal counsel; provided, however, that the Managing Cotenant shall nevertheless be liable in all events to the Cotenants for such Managing Cotenant's own willful misconduct, gross negligence or violation of its fiduciary duties hereunder.

4. Transfers; Successor.

Except as specifically provided in this Agreement and subject to compliance with applicable securities laws and with the Loan Documents, each Cotenant may sell, transfer, convey, pledge, encumber or hypothecate its interest or any part thereof. Any successor to any portion of the interest of any Cotenant in the Property, other than a single grantee or assignee of the interests of the Cotenants, shall be deemed to accept the interest so conveyed upon and subject to the terms and provisions of this Agreement and to have assumed all obligations of the grantor or assignor accruing from and after such conveyance, subject to the limitations on personal liability contained herein, which limitations shall be deemed applicable to the grantee to

the extent that they were applicable to the grantor. Notwithstanding the foregoing, as long as any portion of the Loan is outstanding, any Cotenant must comply with the provisions of the Loan Documents, and, if necessary, obtain Lender's written consent prior to making any such transfer.

5. Books and Records.

The Cotenants shall jointly maintain, or cause to be maintained, accurate and complete books and records pertaining to the Property, and shall furnish, or cause to be furnished, to each Cotenant, such information as such Cotenant may reasonably require pertaining to the Property for inclusion on such Cotenant's federal and state income tax returns.

6. Notices.

All notices, consents and other communications permitted or required hereunder shall be in writing and shall be mailed by certified mail, return receipt requested, or by commercial overnight courier, or personally delivered, as follows:

To JRC Key West:	JRC Key West Hotel LLC 35 East Wacker Drive Suite 3300 Chicago, Illinois 60601 Attn: Edward W. Ross
To AVA LLC:	AVA Key West LLC 35 East Wacker Drive Suite 3300 Chicago, Illinois 60601 Attn: Andrew V. Agostini
To JL LLC:	JL Key West LLC 49 Immigration Street Charleston, South Carolina 29403 Attn: J. Luzuriaga
To RFA LLC:	RFA Key West LLC 35 East Wacker Drive Suite 3300 Chicago, Illinois 60601 Attn: Edward W. Ross

Mailed communications sent by United States certified or registered mail, postage prepaid, shall be deemed to have been given upon posting in the United States mails. Notwithstanding the foregoing and subject to the provisions of Paragraph 3 hereof, the Managing Cotenant is hereby designated as (i) the agent for service of process for all of Cotenants with respect matters pertaining to this Agreement, the Loan Documents or the Property; and (ii) the party under this Agreement to whom any and all notices and other communication from Lender

to any one or more of the Cotenants should be delivered or communicated (and such designation shall be changed to another party under this Agreement only following thirty (30) days prior written notice to Lender). For any notice or other communication to be sent hereunder to any one or more of the Cotenants, a single such notice to the Managing Cotenant shall be effective as notice to the applicable Cotenants and multiple copies of the same notice shall not be required to be separately delivered to each of the Cotenants in order for such notice to be effective to the applicable Cotenants.

7. Governing Law.

This Agreement shall be governed and construed in all respects by and in accordance with the internal laws of the State of Florida.

8. Complete Agreement; Headings.

(a) This instrument constitutes the entire written agreement and understanding of the parties pertaining to the Property, and there are no prior or contemporaneous written or oral agreements, undertakings, promises, covenants or warranties not contained herein. No modification or amendment of this Agreement shall be binding upon any of the parties hereto, unless in writing executed by the Cotenants.

(b) Paragraph and section headings are for convenience of reference only, and are not part of this Agreement, and shall not be deemed to be an accurate or complete description of the matters described therein.

9. Severability.

In the event that any provision of this Agreement shall be unenforceable, in whole or in part, such provision shall be limited to the extent necessary to render the same valid and enforceable or shall be excised from this Agreement, as circumstances may require, and this Agreement shall be construed as if such provision had been incorporated herein as so limited, or as if said provision had not been included herein, as the case may be.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be taken to be an original and all collectively as one and the same instrument.

11. Subordination and Standstill. The Cotenants agree that this Agreement, and all rights, remedies of, and indemnities benefiting the Cotenants hereunder as to one another, shall at all times and in all respects be, and are hereby expressly made, fully subject to, junior, secondary and subordinate to the Loan Documents and the rights and remedies of Lender thereunder, including any future advances made by Lender. It is further agreed that the rights and remedies subordinated in the foregoing sentence shall include, but not be limited to, any rights under this Agreement, purchase options, rights of first refusal and rights to purchase the Property under Section 363(i) of the Bankruptcy Code.

12. Lender Third Party Beneficiary. It is specifically agreed by Cotenants that Lender shall be a third party beneficiary under this Agreement until such time as the Loan is repaid in full or released.

[SIGNATURE PAGES FOLLOW]

Doc# 1892594
BKN 2581 Pgn 133

IN WITNESS WHEREOF, the undersigned parties have executed this Second Amended and Restated Cotenants' Agreement as of the date first written above.

JRC KEY WEST:

JRC KEY WEST HOTEL LLC, an Illinois limited liability company

Signed, sealed and delivered in the presence of:

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

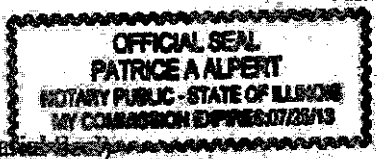
Michelle Dwyer
Name: Michelle Dwyer
Printed Name of Witness

By: *Edward W. Ross*
Edward W. Ross, its Manager

Loren Agostini
Name: Loren Agostini
Printed Name of Witness

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 10th day of July, 2012, by Edward W. Ross, as Manager of RFA Management Company LLC, a Delaware limited liability company, the Manager of JRC KEY WEST HOTEL LLC, an Illinois limited liability company, on behalf of such entity, who is either personally known to me, or has produced a _____ driver's license as identification.



Patrice A. Alpert
Print Name: PATRICE A. ALPERT
NOTARY PUBLIC
My Commission Expires: 7/25/13

[signature page continues]

RFA LLC:

Signed, sealed and delivered in the presence of:

RFA KEY WEST LLC, an Illinois limited liability company

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

Michelle Dwyer
Name: Michelle Dwyer
Printed Name of Witness

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

J. J. [Signature]
Name: J. J. [Signature]
Printed Name of Witness

By: Edward W. Ross
Edward W. Ross, its Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 10th day of July, 2012, by Edward W. Ross, as Manager of RFA Management Company LLC, a Delaware limited liability company, the General Partner of RFA Investors, LP, a Delaware limited partnership, the sole member of RFA KEY WEST LLC, an Illinois limited liability company, on behalf of such entity, who is either personally known to me, or has produced a _____ driver's license as identification.



Patrice A. Alpert
Print Name: PATRICE A - ALPERT
NOTARY PUBLIC
My Commission Expires: 7/25/13

[signature page continues]

AVA LLC:

Signed, sealed and delivered in the presence of:

AVA KEY WEST LLC, an Illinois limited liability company

Michelle Dwyer
Name: Michelle Dwyer
Printed Name of Witness

By: [Signature]
Andrew V. Agostini, its sole member

[Signature]
Name: Carren Agostini
Printed Name of Witness

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 10th day of July, 2012, by Andrew V. Agostini, as the sole member of AVA KEY WEST LLC, an Illinois limited liability company, on behalf of such entity, who is either personally known to me, or has produced a _____ driver's license as identification.



Pat A. Alpert
Print Name: PATRICE A. ALPERT
NOTARY PUBLIC
My Commission Expires: 7/25/13

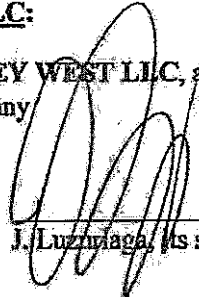
[signature page continues]

JL LLC:

JL KEY WEST LLC, an Illinois limited liability company

Signed, sealed and delivered in the presence of:

By:



J. Luzuriaga, its sole member

Virginia B. Marten
Name: Virginia B. Marten
Printed Name of Witness

David W. Swanson
Name: David W. Swanson
Printed Name of Witness

STATE OF SOUTH CAROLINA)
) SS.
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me this 10th day of July, 2012, by J. Luzuriaga, as the sole member of JL KEY WEST LLC, an Illinois limited liability company, on behalf of such entity, who is either personally known to me, or has produced a SC driver's license as identification.

David W. Swanson
Print Name: David W. Swanson
NOTARY PUBLIC
My Commission Expires: 10/20/10

(Notarial Seal)

EXHIBIT A

Legal Description

[see attached]

Doc# 1892594
Bk# 2581 Pg# 138

Parcel A:

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

Commence at the Northeast corner of Block 15 of the KEY WEST FOUNDATION COMPANY'S FLAT NO. 7, as recorded in Plat Book 1, at Page 189, of the Public Records of Monroe County, Florida, and run thence North 68° 45' 40" East for a distance of 15 feet to the Westerly curb line of Roosevelt Boulevard; thence run North 21° 22' 20" West along the said Westerly curb line of Roosevelt Boulevard for a distance of 600 feet to the Point of Beginning of the parcel of land being described herein; thence run South 68° 45' 40" West for a distance of 255 feet; thence run North 21° 22' 20" West for a distance of 77.62 feet to a point on the dividing line between Parcel 1 and Parcel 22 as shown on an unrecorded map compiled by Bailey-Crawshaw; thence run North 68° 41' 40" East along the dividing line between the said Parcel 1 and 22 for a distance of 255 feet to a point being the Southeast corner of the said Parcel 1 and the Northeast corner of the said Parcel 22 and said point also being on the Westerly right of way (curb line) of the said Roosevelt Boulevard; thence run South 21° 22' 20" East along the Westerly right of way (curb line) of the said Roosevelt Boulevard for a distance of 77.90 feet back to the Point of Beginning; Less and Except right of way for North Roosevelt Boulevard (U.S. Highway No. 1) as set forth in Order of Taking recorded in Official Records Book 923, Page 199, Public Records of Monroe County, Florida.

AND

Parcel B:

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

Commence at the Northeast corner of Block 15 of the KEY WEST FOUNDATION COMPANY'S FLAT NO. 7, as recorded in Plat Book 1, at Page 189, of the Public Records of Monroe County, Florida, and run thence North 68° 45' 40" East for a distance of 15 feet to the Westerly curb line of Roosevelt Boulevard; thence run North 21° 22' 20" West along the said Westerly curb line of Roosevelt Boulevard for a distance of 677.90 feet to the Point of Beginning of the parcel of land being described herein, said Point of Beginning also known as the Southeast corner of Parcel 1 and the Northeast corner of Parcel 22 as shown on an unrecorded map compiled by Bailey-Crawshaw; thence run South 68° 41' 40" West along the dividing line between the said Parcels 1 and 22 for a distance of 240 feet; thence run North 21° 22' 20" West for a distance of 373.27 feet to the beginning of a curve, concave to the Southwest and having a radius of 305.43 feet; thence run Northwest along said curve for an arc distance of 85.90 feet; thence run North 62° 51' 49" East for a distance of 243.95 feet; more or less, to the Westerly right of way (curb line) of the said Roosevelt Boulevard; run thence Southeast along the curved Westerly right of way (curb line) of the said Roosevelt Boulevard, said curve being concave to the Southwest and having a radius of 536.16 feet, for an arc distance of 95.50 feet; thence run South 21° 22' 20" East along the Westerly right of way (curb line) of the said Roosevelt Boulevard for a distance of 387.93 feet back to the Point of Beginning; Less and Except right of way for North Roosevelt Boulevard (U.S. Highway No. 1) as set forth in Order of Taking recorded in Official Records Book 923, Page 199, Public Records of Monroe County, Florida.

AND

Doc# 1892594
Bk# 2581 Pg# 139

Parcel C:

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

Commence at the Northeast corner of Block 15 of the KEY WEST FOUNDATION COMPANY'S PLAT NO. 2, as recorded in Plat Book 1, at Page 189, of the Public Records of Monroe County, Florida, and run thence North $68^{\circ} 45' 40''$ East for a distance of 15 feet to the Westerly curb line of Roosevelt Boulevard; thence run North $21^{\circ} 22' 20''$ West along the said Westerly curb line of Roosevelt Boulevard for a distance of 677.90 feet to a point known as the Southeast corner of Parcel 1 and the Northeast corner of Parcel 22 as shown on an unrecorded map compiled by Bailey-Crawshaw; thence run South $68^{\circ} 41' 40''$ West along the dividing line between the said Parcels 1 and 22 for a distance of 240 feet to the Point of Beginning of the parcel of land being described herein, thence continue S $68^{\circ} 41' 40''$ West for a distance of 25.62 feet; thence run North $21^{\circ} 14' 20''$ West for a distance of 457.62 feet to the beginning of a curve, concave to the Southwest and having a radius of 100 feet; thence run Northwesterly along the said curve for an arc distance of 54.21 feet; thence run North $37^{\circ} 37' 40''$ East for a distance of 6.69 feet; thence run Southeasterly along a curve concave to the Southwest and having a radius of 305.43 feet for an arc distance of 145.90 feet; thence run South $21^{\circ} 22' 20''$ East for a distance of 373.27 feet back to the Point of Beginning.

AND

Parcel D:

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

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

AND

Doc# 1892594
Bk# 2581 Pg# 140

Parcel E:

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

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

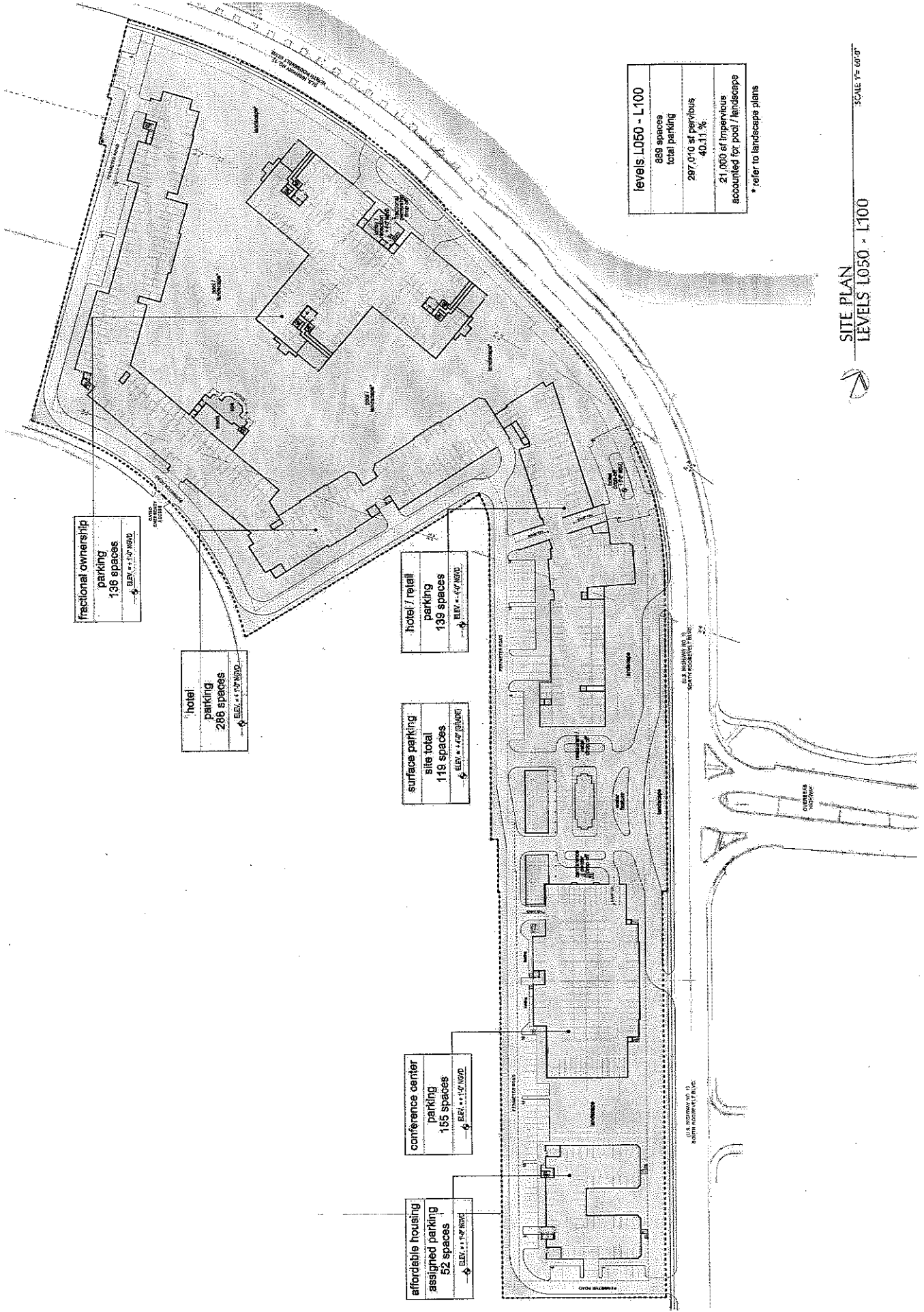
Doc# 1892594
Bk# 2581 P# 141

MONROE COUNTY
OFFICIAL RECORDS

**2007 approved Development Plan,
Key West Resort and Conference Center**



SITE PLAN



fractional ownership
 parking
 136 spaces
 ELEV. +1.0' NFD

hotel
 parking
 288 spaces
 ELEV. +1.0' NFD

hotel / retail
 parking
 139 spaces
 ELEV. +1.0' NFD

surface parking
 site total
 119 spaces
 ELEV. +1.0' (GRADE)

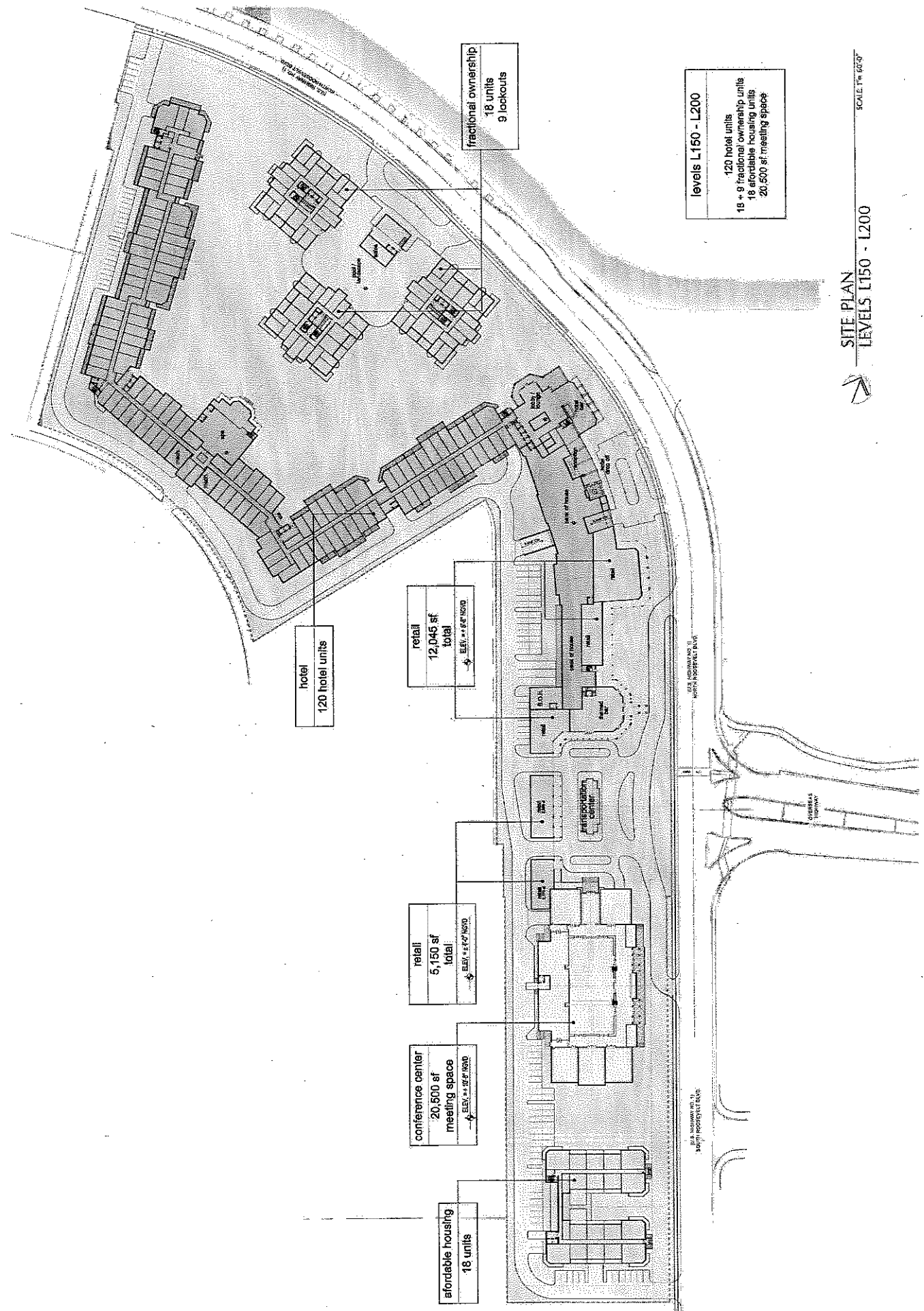
conference center
 parking
 155 spaces
 ELEV. +1.0' NFD

affordable housing
 assigned parking
 52 spaces
 ELEV. +1.0' NFD

levels L050 - L100
 888 spaces
 total parking
 287,010 sq ft parking
 40.11 %
 21,039 sq ft parking
 accounted for pool / landscape
 * refer to landscape plans

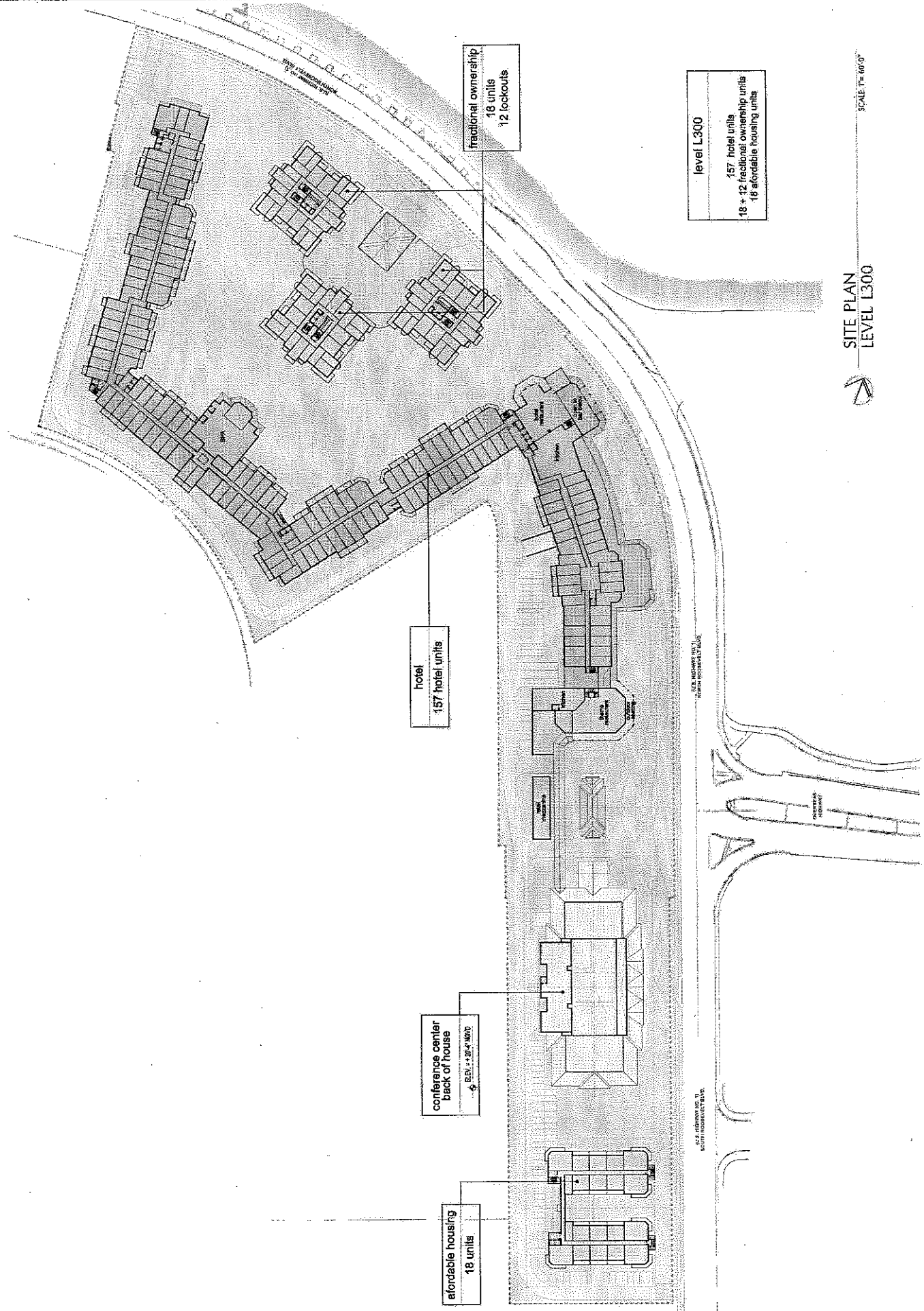
SITE PLAN
 LEVELS L050 - L100
 SCALE: 1/8" = 10'-0"





levels L150 - L200
 120 hotel units
 18 - 9 fractional ownership units
 18 affordable housing units
 20,500 sq ft meeting space

SITE PLAN
 LEVELS L150 - L200
 SCALE: 1" = 60'0"



hotel
157 hotel units

conference center
back of house
5,531 - 28,416 sq ft

affordable housing
18 units

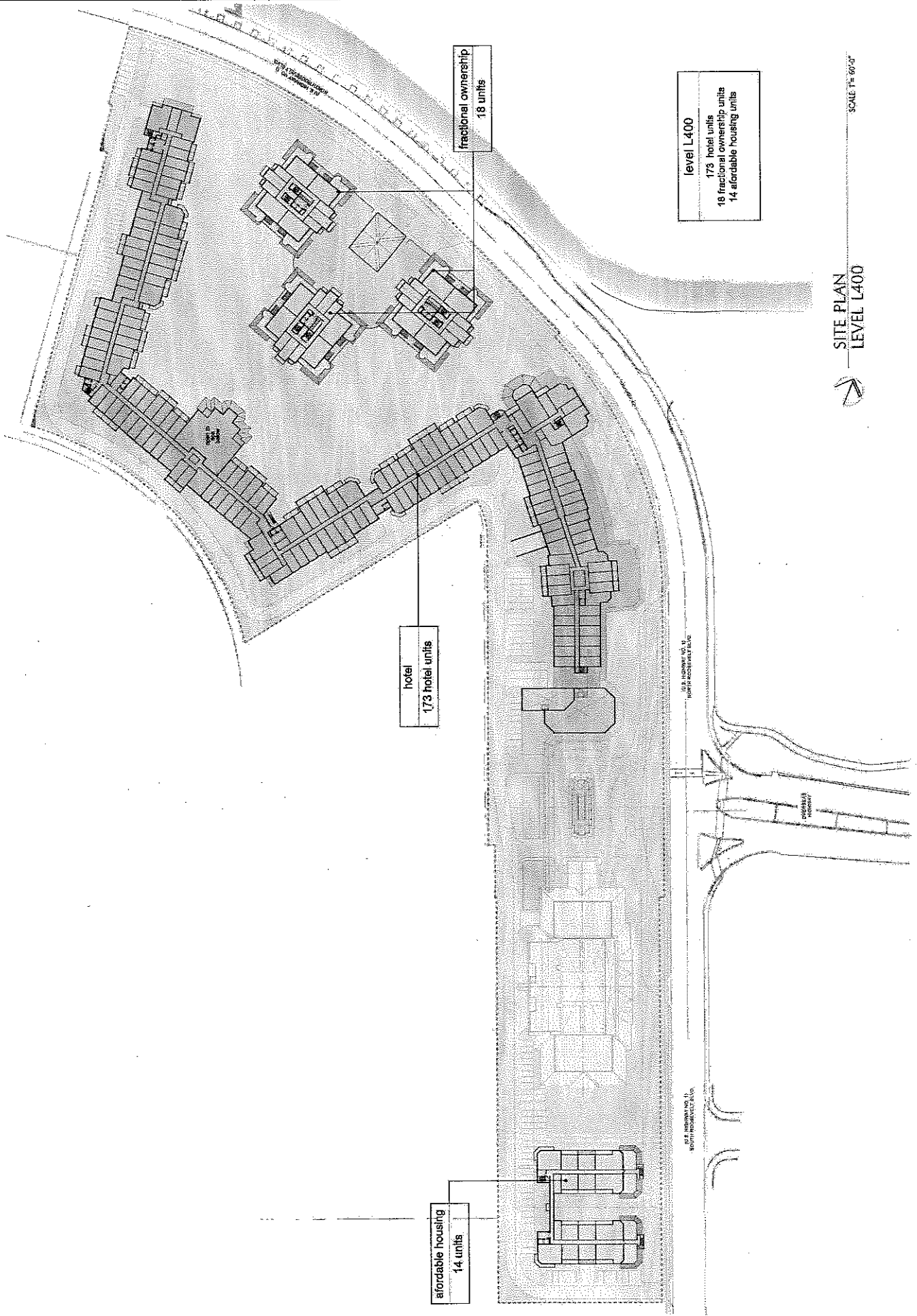
fractional ownership
18 units
12 lockouts

level L300
157 hotel units
18 + 12 fractional ownership units
18 affordable housing units

SITE PLAN
LEVEL L300



SCALE: 1/8" = 60'-0"



hotel
 173 hotel units

affordable housing
 14 units

fractional ownership
 18 units

level L400
 173 hotel units
 18 fractional ownership units
 14 affordable housing units

SITE PLAN
 LEVEL L400



SCALE: 1" = 60'-0"

DRC
Minutes & Comments

Minutes of the Development Review Committee

March 6, 2013

Approved March 28, 2013

Planning Director, Don Craig called the Development Review Committee Meeting of March 6, 2013 to order at 10:00am at Old City Hall, in the antechamber at 510 Greene Street, Key West.

ROLL CALL

Present were: Planning Director, Don Craig; Interim Forestry Manager, Karen DeMaria; ADA Coordinator, Diane Nicklaus; Sustainability Coordinator, Alison Higgins; Engineering, Karen Olson; Fire Department, Jason Barroso.

HARC Planner, Enid Torregrosa; General Services, Elizabeth Ignaffo; Building Official, John Woodson.

Also in attendance were Planning Department staff: Brendon Cunningham, Nicole Malo and Karen DeBerjeois.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

DISCUSSION ITEMS

New Business

1. **Development Agreement Modification - 3800, 3820, 3824, 3840, 3850 and 3852 N. Roosevelt Blvd (RE# 00064940-000000, 00064950-000000, 00065060-000000, 00065530-000000, 00065540-000000 and 00065550-000000) – Request for a Modification to a Development Agreement for property located in the General Commercial (CG) zoning district per Section 90-689 of the Land Development Regulations of the Code of Ordinances of the City of Key West.**

Sustainability Coordinator Comments (Alison Higgins):

- As the City has committed to reducing by 15% the carbon footprint of our entire community (including tourists) and this project is essentially the entryway to Key West, with a significant footprint, it is important that this project be as sustainable as possible.
- I would like to see a commitment to this in the Land Development Agreement, which gives the minimum standards that the project will meet.
- I request that the minimum standards be:
 - Green Lodging designation for all hotels.
 - All existing cisterns to be utilized for irrigation
- Comp Plan Issues
 - I will be emailing them a list of sustainability items from the new Comp plan that they should be aware of.
 - Their two LEED team members will receive it on Friday and I will cc appropriate planning staff as well.
- Site Plans
 - Please include a sustainability summary narrative and LEED project score sheet (marked unofficial) for each hotel.
 - Include estimates on water/energy saved due to upgrades.

(Comments by other DRC members will be forwarded to the Planner).

2. **Major Development Plan Modification- 3800, 3820, 3824, 3840, 3850 and 3852 N. Roosevelt Blvd (RE# 00064940-000000, 00064950-000000, 00065060-000000, 00065530-000000, 00065540-000000 and 00065550-000000) - Request for a Modification to a Major Development Plan approval for property**

Minutes of the Development Review Committee

March 6, 2013

Approved March 28, 2013

located in the General Commercial (CG) zoning district per Section 108-91(C.)(3) of the Land Development Regulations of the Code of Ordinances of the City of Key West.

Fire Department comments (Jason Barroso): At the time of the meeting the Fire Marshal office received a civil set of plans on Tuesday March 5, 2013 for our review. The requirements listed below only reflect that information. We have requested a full set of plans including a life safety plan and will be able submit additional requirements for DRC once I have had an opportunity to review them.

- The Fire Marshal office will require a complete set of plans for each project including a life safety plan.
- Each bldg. will be brought into compliance with all NFPA codes, local codes, FBC codes.
- Each bldg. will be fully sprinklered and supervised by a monitored fire alarm system.
- Need to provide alternative source of power (stand by power source generator) for fire pumps and sprinkler system where required by NFPA, local codes, and FBC.
- Developers and their representatives will coordinate with the Fire Marshal's office in reference to the new fire hydrants location.
- Developers and their representatives will coordinate with the Fire Marshal's office in reference to being able to quickly identify the different bldgs. for emergency responders.
- Developers and their representatives will coordinate with the Fire Marshal's office in reference to providing access only for emergency responders through an access gate in the rear of the properties.

Urban Forester comments (Karen DeMaria, Interim Urban Forestry Manager):

- Reviewing the plant lists, I do have objections to some of the plant material proposed to be planted. I emailed a copy of Florida Keys Native Tree list that we give to members of the public when they are inquiring about trees to plant to the applicants. This list better represents what species we are looking for in landscape plans. Particularly, I object to the planting of loblolly bay, youpon holly, and live oak into the area as these trees do not naturally occur in the Florida Keys. This is the entrance to Key West and we want the landscaping to represent the Florida Keys.
- What is the percentage of true native plant species in the landscape plan? Our code requires 70%. A lot of the plant species listed on the plans are not native plants or plants commonly seen to the Florida Keys. My office will work with the applicant in reviewing their landscaping plan with the understanding that there are trees that are common in Key West that are not native that they may want to use.
- I need a list of the trees being removed from the properties (name, size and condition), a list of any trees being rescued/relocated (name and size), and a list of trees that are remaining onsite in-situ (Sec 108-511).
- The plan, as presented, is overwhelming to review. It would be helpful to color code those trees that are remaining on-site and are part of the new landscape and the trees being removed.
- Do you have an irrigation plan and a plan to protect existing trees on-site? These are both required items for final approval.
- Tree Commission Conceptual approval of the landscape plan represents only those properties in Phase 1 A. The two properties in Phase 1 B (3800 and 3840 N. Roosevelt Blvd) are not presently included in our discussions.

FDOT Comments for 3800, 3820, and 3824 N Roosevelt Blvd:

- These properties are included in the reconstruction of N Roosevelt Blvd plans. All three properties have signed easement agreements with FDOT to allow for the building of an ADA regulation sidewalk curbside. There are current FDOT plans in place for driveway curb cuts and any change of these curb cuts should be discussed with Dave Romano, FDOT, at 786-387-3758. The remainder of the properties are not included in this project.

Minutes of the Development Review Committee

March 6, 2013

Approved March 28, 2013

ADA Coordinator comments (Diane Nicklaus):

- Although this is a renovation of existing rooms, I will remind you that 20% of the cost of the job should be delegated to ADA compliance. In hotels of 50 or more rooms or suites, additional accessible sleeping rooms or suites that include a roll-in shower shall also be provided. For hotels with 101 to 150 rooms there shall be 5 accessible rooms, 1 of which shall have a roll-in shower.
- Visual signal appliances shall be provided in buildings and facilities in each of the following areas: restrooms and any other general usage areas (meeting rooms, hallways, lobbies, and any other area for common use.
- Swimming pools must meet the lift requirements of the ADA regulations taking effect in March, 2012, delayed to January 31, 2013.
- Final comments will be issued during the Plan Review process when building plans are submitted.

FEMA Coordinator comments (Scott Fraser):

Immediately prior to the Development Review Committee meeting, the City's FEMA Coordinator met informally with the Applicants to gain a better understanding of the proposal. As a result, only two points needed to be voiced during the meeting:

- Applicant has yet to submit property appraisals showing the market value of the existing buildings to be improved. Until such appraisals are received, staff is proceeding under a presumption that certain buildings won't exceed Substantial Improvement thresholds. However, City staff won't be able to make such a determination until it receives the appraisals and validated Cost of Improvement Affidavits. That information has the potential to dramatically change what may or not be permissible upon these sites.
- Each independent structure will need its own review, requiring appraisals that specifically identify the market values of each structure, along with separate Elevation Certificates, improvement cost affidavits and any other review requirements.
 - Cost of Improvement Affidavits need to be identified separately for each structure. Any costs claimed to be exempt from Substantial Improvement calculations should tallied in a separate column adjacent to non-exempt costs.
- "Site D" was recently issued an unsafe building notice by the City's Chief Building Official and another by the Fire Marshal's office. However, those notices didn't specify what the structural deficiencies with that building. The specific existing hazards need to be identified by the City's building officials, so determinations can be made regarding what improvement costs may be exempt from Substantial Improvement threshold calculations.

Comments exchanged with the Applicants prior to the formal meeting are as follows:

- General comments for all buildings
 - A standard numbering system for buildings would make it much easier to identify specific buildings
 - This reviewer established an ad-hoc numbering system for these buildings simply for the purpose of this review; which is attached to this document.
 - Pool bars may very well equate to structures and need to be considered as such for FEMA compliance.
 - Although the site plans and property appraiser's office may have combined separate buildings for their own convenience, for floodplain management purposes, each structurally independent building needs to be reviewed upon its own merits. The continuation of a roof line or breezeway between buildings doesn't create a merger wherein multiple buildings are considered one structure.
- Site "A"
 - Where is the pool side bar to be located? Answer: Identified and numbered as building "A5."
 - Applicant advises no intent to Substantially Improve this structure.

Minutes of the Development Review Committee

March 6, 2013

Approved March 28, 2013

- Building "A1": Design Flood Elevation (DFE) for newly constructed building "A1" is one foot higher than the required Base Flood Elevation (BFE).
 - Was this height intentional (albeit commendable)? Answer: Yes.
 - Is the building's base to have a filled enclosure with an elevated slab? Answer: yes
 - The plans should note this, since flood vents aren't shown (nor required with an elevated slab).
- Site "B"
 - Where is the pool side bar to be located? Answer: in an existing structure identified and numbered as building "B7."
 - Questioned whether Building "B1" might have an unpermitted downstairs enclosure used as retail space. Answer: Floodproofing indicators are present on the structure, which would have allowed its permitting.
 - The floodproofing for this section will need to be reviewed as part of this approval process.
 - Buildings identified herein as "B4e," "B4w" & "B5" appear to be structurally independently buildings, yet the site plans shows them as a single building. Each building needs to be reviewed on its own merits.
- Site "C"
 - Applicant's Scope Narrative
 - Should clarify that building #C1 is to be partly demolished, with the remaining portion rehabilitated.
 - Doesn't mention demolition of buildings #C5
 - Building "C1"
 - Pool Bar
 - Where is the pool side bar to be located? Answer: in a newly constructed structure identified and numbered as building "C6."
 - According to the site plan, one corner of this structure crosses into the next higher regulated flood zone, therefore the entire structure must meet the higher regulatory standards. Applicant may wish to revisit placement of this structure.
 - A detached food prep and mechanical storage building is proposed for demolition and rebuilding. Where on the site is it located? Answer: Identified and marked as Building "D5."
 - Haven't seen any plans for this structure as of yet.

Note - Ad-hoc building numbering system:

- Where possible, building numbers already assigned by the Monroe County Property Appraiser's office were utilized.
- In some instances, buildings appear on the existing site plans/surveys that don't show on the Property Appraiser's records. In those instances the numbering sequence was simply continued.
- In other instances, it seems the Appraiser's staff combined separate buildings for the convenience of their efforts. However, for floodplain management purposes, each structurally independent building needs its own review. In these instances, these combined buildings were separately identified as "B4e" & "B4w" for their east and west orientations.
- On the proposed site plans, where existing buildings are to be demolished and others constructed in their place, the demolished building's number was reused for the new building.

(Comments by other DRC members will be forwarded to the Planner).

Minutes of the Development Review Committee

March 6, 2013

Approved March 28, 2013

ADJOURNMENT

Meeting adjourned at 11:23am.

**Respectfully submitted by,
Karen de Berjeois
Administrative Assistant II
Planning Department**