

Application

Application - Development Plan & Conditional Use

City of Key West, Florida • Planning Department
1300 White Street • Key West, Florida 33040 • 305-809-3764
www.cityofkeywest-fl.gov

Development Plan & Conditional Use Application Fee schedule

(Fees listed include the \$310.00 advertising/noticing fee and the \$110.25 fire review fee)
Any Major or Minor Development Plan returned to the Planning Board after initial approval will require a new application fee equivalent to one-half of the current fee schedule

Development Plan	
Minor:	
Within Historic District	\$ 3,397.00
Outside Historic District	\$ 2,735.50
Conditional Use	\$ 1,212.75
Extension	\$ 971.50
Major:	\$ 4,499.50
Conditional Use	\$ 1,212.75
Extension	\$ 971.50
Administrative Modification	\$ 800.00
Minor Modification	\$ 1,525.00
Major Modification	\$ 2,155.00
Conditional Use (not part of a development plan)	\$ 3,176.50
Extension (not part of a development plan)	\$ 971.50
Revision or Addition (not part of a development plan)	\$ 2,000.00

Applications will not be accepted unless complete

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

Please print or type:

- 1) Site Address: 255 Trumbo Road, Key West, FL 33040 (formerly 250 Trumbo Road)
- 2) Name of Applicant: Trepanier & Associates, Inc.
- 3) Applicant is:
Property Owner: _____
Authorized Representative: X
(attached Authorization and Verification Forms must be completed)
- 4) Address of Applicant: 1421 First Street, Key West, FL 33040
- 5) Applicant's Phone #: 305-293-8983 Email: Thomas@OwenTrepanier.com
- 6) Email Address: Thomas@OwenTrepanier.com
- 7) Name of Owner, if different than above: Monroe County, FL
- 8) Address of Owner: c/o 1421 First Street, Key West, FL 33040

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9) Owner Phone #: c/o 305-293-8983 Email: c/o Thomas@OwenTrepanier.com

10) Zoning District of Parcel: HRCC-2 RE# 00001720-000200

11) Is Subject Property located within the Historic District? Yes X No _____

If Yes: Date of approval _____

HARC approval # _____

OR: Date of meeting TBD

12) Description of Proposed Development and Use. Please be specific, list existing and proposed buildings and uses, number of dwelling units, parking, restaurant seats, vehicles proposed, etc. If there is more than one use, describe in detail the nature of each use (Give concise description here and use a separate sheet if necessary).

See Attached.

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

If Yes: Date of approval _____ Resolution # _____

Attach resolution(s).

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

Yes X No _____

If Yes, describe and attach relevant documents.

The property is subject to an interlocal agreement between the City of Key West and Monroe County in order to be the site of needed government employee housing restricted by deed as affordable housing.

A. For both *Conditional Uses* and *Development Plans*, provide the information requested from the attached **Conditional Use and Development Plan** sheet.

B. For *Conditional Uses* only, also include the **Conditional Use Criteria** required under Chapter 122, Article III, Sections 122-61 and 122-62 of the Land Development Regulations (see attached copy of criteria).

C. For *Major Development Plans* only, also provide the **Development Plan Submission Materials** required under Chapter 108, Article II, Division 7, Sections 108-226 through 108-248 of the Land Development Regulations (see attached copy of criteria) and any additional information as determined by the Planning Staff.

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

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Please note, development plan and conditional use approvals are quasi-judicial hearings, and it is improper to speak to a Planning Board member or City Commissioner about the project outside of the hearing.

Required Plans and Related Materials for both a Conditional Use and Minor/Major Development Plan

I. Existing Conditions.

- A) Recent Survey of the site by a licensed Surveyor (Survey must be within 10 years from submittal date of this application) showing all dimensions including distances from property lines, and including:
- 1) Size of site;
 - 2) Buildings, structures, and parking;
 - 3) FEMA Flood Zone;
 - 4) Topography;
 - 5) Easements; and
 - 6) Location of Utility Lines (sewer, water, electric, cable) adjacent and extending into the site.
- B) Existing size, type and location of trees, hedges, and other features.
- C) Existing stormwater retention areas and drainage flows.
- D) A sketch showing adjacent land uses, buildings, and driveways.

II. Proposed Development: Plans at 11" X 17" (10,000 Sq. ft. or less); 24" X 36" if site is over 10,000 sq. ft.

- A) Site Plan to scale of with north arrow and dimensions by a licensed architect or engineer.
- 1) Buildings
 - 2) Setbacks
 - 3) Parking:
 - a. Number, location and size of automobile and bicycle spaces
 - b. Handicapped spaces
 - c. Curbs or wheel stops around landscaping
 - d. Type of pavement
 - 4) Driveway dimensions and material
 - 5) Location of Utility Lines (sewer, water, electric, cable) adjacent and extending into the site.
 - 6) Location of garbage and recycling
 - 7) Signs
 - 8) Lighting
 - 8) Project Statistics:
 - a. Zoning
 - b. Size of site
 - c. Number of units (or units and Licenses)
 - d. If non-residential, floor area & proposed floor area ratio
 - e. Consumption area of restaurants & bars
 - f. Open space area and open space ratio
 - g. Impermeable surface area and impermeable surface ratio
 - h. Number of automobile and bicycle spaces required and proposed
- B) Building Elevations
- 1) Drawings of all building from every direction. If the project is in the Historic District, please submit HARC approved site plans.
 - 2) Height of building.
 - 3) Finished floor elevations and bottom of first horizontal structure
 - 4) Height of existing and proposed grades
- C) Drainage Plan: Existing & Proposed retention areas and calculations approved by the City Engineer. See one of the attached commercial and residential use Stormwater Retention Forms.

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D) Landscape Plan: Size, type, location and number of plants to be removed, kept, and installed. The plan must be approved by the City Landscape Coordinator through a letter of approval. If the project is a Major Development Plan a landscape design prepared by a licensed Landscape Architect is required per Section 108-511(b) of the Land Development Regulations.

III. **Solutions Statement.** Aspects of the design that address community issues including but not limited to water pollution from stormwater runoff, potable water conservation, waste disposal, recycling, energy conservation, affordable housing, and impacts on neighbors such as lighting, noise, traffic and parking.

Development Plan Submission Materials

Sec. 108-226. Scope.

A development plan, for the purposes of this division, shall include but not necessarily be limited to the requirements in this division. With the exception of sections 108-227 through 108-229, the city planner may waive or modify requirements, information and specific performance criteria for development plan review after rendering a finding in writing that such requirements:

- (1) Are not necessary prior to development plan approval in order to protect the public interest or adjacent properties.
- (2) Bear no relationship to the proposed project or its impacts; and
- (3) Are found to be impractical based on the characteristics of the use, including the proposed scale, density/intensity, and anticipated impacts on the environment, public facilities and adjacent land uses.

Sec. 108-227. Title block.

The development plan shall contain the following pertaining to the title block:

- (1) Name of development.
- (2) Name of owner/developer.
- (3) Scale.
- (4) North arrow.
- (5) Preparation and revision date.
- (6) Location/street address of development.

Sec. 108-228. Identification of key persons.

The development plan shall contain the following pertaining to identification of key persons:

- (1) Owner.
- (2) Owner's authorized agent.
- (3) Engineer and architect.
- (4) Surveyor.
- (5) Landscape architect and/or environmental consultant.
- (6) Others involved in the application.
- (7) A verified statement showing each and every individual person having a legal and/or equitable ownership interest in the subject property, except publicly held corporations whose stock is traded on a nationally recognized stock exchange, in which case the names and addresses of the corporation and principal executive officers together with any majority stockholders will be sufficient.

Sec. 108-229. Project description.

Project description should be included on the site plan sheet. The development plan shall contain the following pertaining to the project description:

- (1) Zoning (include any special districts).
- (2) Project site size (acreage and/or square footage).
- (3) Legal description.
- (4) Building size.
- (5) Floor area ratio permitted and proposed.

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- (6) Lot coverage permitted and proposed.
- (7) Impervious surface.
- (8) Pervious surface.
- (9) Landscape areas.
- (10) Parking spaces permitted and proposed.
- (11) Delineation of location of existing and proposed structures.
- (12) Existing and proposed development type denoted by land use including density/intensity.
- (13) Setbacks.

Sec. 108-230. Other project information.

A general outline of the proposed development shall include the following criteria where applicable:

- (1) Proposed stages or phases of development or operation and facility utilization.
- (2) Target dates for each phase.
- (3) Expected date of completion.
- (4) Proposed development plan for the site.
- (5) A written description of characteristics of the proposed development (i.e., number and type of residential units; floor area by land use; number of tourist accommodations units; seating or parking capacities; number of hospital beds; any proposed outside facilities or areas to be used for storage, display, outside sales, waste disposal or similar use; and any other proposed uses).
- (6) For planned unit developments, indicate design techniques (i.e., clustering, zero lot line, or other techniques) used to reduce public facility costs, reduce disturbance of natural resources, and preserve scenic quality of the site.
- (7) Buildings and sitting specifications which shall be utilized to reduce damage potential and to comply with federal flood insurance regulations.
- (8) Protection against encroachment together with proposed mitigation measures to be employed within environmentally sensitive areas.

Sec. 108-231. Residential developments.

- (a) If the development includes residential units, the following characteristics shall be discussed in the written description:
 - (1) A breakdown of the proposed residential units by number of bedrooms.
 - (2) Tenure (i.e., owner-occupied or rental); and
 - (3) Structure type, such as single-family, duplex, multiple-family, mobile home.
- (b) Refer to division 10 of article V of chapter 122 for information and legal instruments needed to satisfy the city's affordable housing requirements.

Sec. 108-232. Intergovernmental coordination.

The development plan shall contain the following pertaining to intergovernmental coordination:

- (1) Provide proof of coordination with applicable local, regional, state and federal agencies, including but not limited to the following agencies that will be involved in the project:
 - a. South Florida Regional Planning Council (SFRPC).
 - b. City electric system (CES).
 - c. State department of environmental protection (DEP).
 - d. Army Corps of Engineers (ACOE).
 - e. South Florida Water Management District (SFWMD).
 - f. State department of transportation (DOT).
 - g. State department of community affairs (DCA).
 - h. Florida Keys Aqueduct Authority (FKAA).
 - i. State fish and wildlife conservation commission (F&GC).
 - j. The county.

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- (2) Provide evidence that any necessary permit, lease or other permission from applicable local, regional, state and federal agencies has been obtained for any activity that will impact wetland communities or submerged land.
- (3) When intergovernmental coordination efforts are incomplete, the applicant shall provide evidence of good faith efforts towards resolving intergovernmental coordination issues.

CONDITIONAL USE CRITERIA

Sec. 122-61. Purpose and intent.

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

Sec. 122-62. Specific criteria for approval.

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

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

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

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

Major Development Plan

Project Analysis

**255 Trumbo Road (formerly 250 Trumbo Road), Key West, FL
(RE No. 00001720-000200)**



Solution Statement:

255 Trumbo Road is the site of an existing pump station of the Key West Bight and adjacent to the District School Board of Monroe County complex. Presently, 255 Trumbo Road is subject to a 2019 “Keys Overnight Temporary Shelter (KOTS) and Essential Governmental Employee Housing Interlocal Agreement” between the City of Key West and Monroe County “to allow the City to acquire a permanent site for the construction of a new Keys Overnight Temporary Shelter (KOTS), and in exchange for the County’s acquisition of land for the construction of essential governmental employee housing”.¹ The new KOTS is proposed to be located along College Road adjacent to the County Sheriff building (separate application(s) have been filed for that project). 255 Trumbo Road is further subject to a “Declaration of Affordable Housing Restrictions” and is the proposed site of essential County Sheriff employee housing.

This application specifically seeks major development plan approval to for 24-affordable unit multi-family development for Monroe County Sheriff’s Office employees. The project will comply with parking, landscaping, stormwater management, and art-in-public places within the Historic Residential Commercial Core-Key West Bight (HRCC-2) district.

This application is part of several applications necessary for this project:

1. Major Development Plan approval: 24-affordable units
2. BPAS approval: 24-affordable units

¹ Interlocal Agreement Resolution No. 19-295

Analysis:

The following is an analysis of the proposed project pursuant to major development plan approval criteria. Existing and proposed development is depicted in attached surveys and plans.

Title block (Sec. 108-227):

Name of development: Trumbo Village – Sheriff Housing
Owner/developer: Monroe County, FL
Scale: As noted on plans
Preparation and revision dates: As noted on plans
Location: 255 Trumbo Road

Key persons and entities (Sec. 108-228):

Owner: Monroe County, FL
Legal and Equitable Owner: Monroe County, FL
Authorized Agents: Pope-Scarborough Architects
Trepanier & Associates, Inc.
Developer: SPGL, LLC.
Surveyor: Commercial Due Diligence Services
Architect: Pope-Scarborough Architects
Engineer: Perez Engineering & Development, Inc.
Landscape Architect: Community Solutions Group
Traffic Engineer: KBP Consulting, Inc.

Project Description (Sec. 108-229):

255 Trumbo Road is subject to a 2019 “Keys Overnight Temporary Shelter (KOTS) and Essential Governmental Employee Housing Interlocal Agreement” between the City of Key West and Monroe County “to allow the City to acquire a permanent site for the construction of a new Keys Overnight Temporary Shelter (KOTS), and in exchange for the County’s acquisition of land for the construction of essential governmental employee housing”.² The new KOTS is proposed to be located along College Road adjacent to the County Sheriff building (separate application(s) have been filed for this project). 255 Trumbo Road is further subject to a “Declaration of Affordable Housing Restrictions” and is the proposed site of essential County Sheriff employee housing.

This application specifically seeks major development plan approval to add a 24-affordable unit multi-family structure at 255 Trumbo Road for essential County sheriff employees and their families, parking, landscaping, stormwater management, art-in-public places, and an 889 sq. ft. 1-story nonresidential leasing office structure for County sheriff-use floor area within the Historic Residential Commercial Core-Key West Bight (HRCC-2) district and the Parking Waiver Zone.

Address – 255 Trumbo Road (formerly 250 Trumbo Road), Key West, FL 33040
RE No. – 00001720-000200
Site Data

² Interlocal Agreement Resolution No. 19-295

Site Data	Required/Permitted	Existing	Proposed	Compliance
Zoning	HRCC-2	HRCC-2	HRCC-2	--
FLUM	HC	HC	HC	--
FEMA Flood Level(s)	AE-7	AE-7	AE-7	--
Site Size	Min. 5,000 sq ft	1.14 ac. (49,500 sq ft)	1.14 ac. (49,500 sq ft)	--
Area within 100' of MHW		.27 acres (11,683 sq ft)	.27 acres (11,683 sq ft)	--
Building Coverage	Max 50% (24,750 sq ft)	<1%	25.7% (12,704 sq ft)	Complies
Impervious Surface				--
W/in 100' of MHW	Max 50% (5,841.5 sq ft)	20.2% (2,361 sq ft)	32.3% (3,835 sq ft)	Complies
Total	Max 65% (32,313 sq ft)	9.8% (4,843 sq ft)	59.1% (29,258 sq ft)	Complies
Open Space				--
W/in 100' of MHW	Min 50% (5,841.5 sq ft)	79.8% (9,322 sq ft)	67.2% (7,848 sq ft)	Complies
Total	Min 38.5% (19,077 sq ft)	90.2% (44,657 sq ft)	40.9% (20,242 sq ft)	Complies
Landscape	Min 20% (9,900 sq ft)	90.2% (44,657 sq ft)	40.9% (20,155 sq ft)	Complies
Building Height				--
Zoning	Max 35 ft above grade	NA	27.02 ft	Complies
W/in 100' of MHW	1 habitable floor/story		1 story	Complies
Density	40 du/ac if 100% affordable	0 du	24 du	Complies
FAR	0.5 (24,750 sq ft)	0.0 (0 sq ft)	0.02 (889 sq ft)	Complies
Setbacks				--
Front	10 ft	10 ft	10 ft	Complies
Side	7.5 ft	7.5 ft	7.5 ft	Complies
Streetside	7.5 ft	7.5 ft	7.5 ft	Complies
Rear	15 ft	15 ft	15 ft	Complies
CCCL (aka MHWL)	30 ft	30 ft	30 ft	Complies
Parking				--
Auto	Existing: 0 spaces Proposed: 26.97 spaces	0 spaces	27 spaces (25 + 2 ADA)	Complies
Bicycle-Scooter	Existing: 0 spaces Proposed: 3.14 spaces	0 spaces	6 spaces	Complies

Other project info. (Sec. 108-230):

(1) The following development approval process is anticipated:

Step	Date
1. Submit BPAS Application	11/05/21
2. Submit Major Development Plan Application	12/17/21
3. Tree Commission Submission	1/19/22
4. Historic Architectural Review Committee ("HARC") Pre-application	1/28/22
5. Historic Architectural Review Committee ("HARC") Submission	2/28/22
6. Tree Commission Hearing (Conceptual Plan)	2/07/22
7. Development Review Committee ("DRC") Meeting	1/27/22
8. Tree Commission (Final approval) submission	2/16/22
9. Tree Commission (Final approval)	3/08/22
10. Planning Board Meeting	3/17/22
11. Historic Architectural Review Committee ("HARC") Meeting	3/22/22
12. City Commission	TBD
13. City appeal Period	+30 days
14. Florida Department of Economic Opportunity Appeal Period (45 days)	+45 days

- (2) Target dates for the approval phase and the development phases are anticipated above.
(3) The expected completion date of the approval phase is TBD.
(4) The proposed development plan is found herewith.
(5) The plan proposes 24 affordable residential units, 889 sq. ft. of nonresidential floor, 27 auto parking spaces and 6 bicycle parking spaces.

Density and Intensity:

Residential Density – This project proposes 24 affordable units of essential government workforce housing for County sheriff employees.

Nonresidential Intensity – HRCC-2 permits a 0.5 FAR. The project proposes a 0.02 FAR.

Parking:

The property is located within the Historic Commercial Pedestrian-Oriented Area. New units require compliance with parking code. The proposed project has a parking demand of 24 auto spaces and 2.4 bicycle spaces. The project proposes 27 auto spaces and 6 bicycle spaces.

- (6) N/A – This is not a planned unit development.
- (7) The project is located in the AE-10 flood zone and proposes compliance with all federal and city flood regulations.
- (8) Per Sec. 122-720, properties located within the HRCC-2 zoning district require a 100-ft setback from mean high water and limits what may be located within the 100-ft setback. The proposed project proposes compliance with the 100-ft setback requirement.

Residential Development (Sec. 108-231):

(a) Dimensional requirements for the HRCC-2 zoning district allows for 12 units per acre and permits a density bonus to 40 units per acre this project complies with density limitations.

(1) This project proposes 24 affordable units of essential government workforce housing for County sheriff employees. These units are proposed as 1 and 2-bedroom units, and will be between 650 sq. ft. and 915 sq. ft. The following city approvals are required for the residential aspects of the project:

- Major development plan application: 24 affordable units
- BPAS application: 24 affordable units

(2) Tenure will be non-transient renter-occupied, specifically County sheriff employee and family housing.

(3) The 24 affordable units are proposed a part of a multi-family apartment building.

(b) The project proposes to comply with the City's affordable housing requirements

Intergovernmental coordination (Sec. 108-232):

Coordination will occur through the Development Review Process of the City of Key West and all applicable Regional, State and Federal Agencies including the following:

Interlocal Agreement – The project is subject to the 2019 "Keys Overnight Temporary Shelter (KOTS) and Essential Governmental Employee Housing Interlocal Agreement" between the City of Key West and Monroe County and will comply with the terms of this agreement.

BPAS – In order to construct residential units on this parcel, the owner is seeking units allocations through the city's building permit allocation system. The BPAS application process requires all new development to achieve a baseline green building certification.

HARC – This property is located within the Historic District and applicant will seek HARC approvals as necessary.

Concurrency Facilities and Other Utilities or Services (Sec. 108-233):

The City’s Comprehensive Plan directs the city to ensure that facilities and services needed to support development are available concurrent with the impacts of new development.

Levels of Service – Concurrency analysis is found below. The following concurrency analysis reflects the proposed addition of 24 affordable units. The impacts of the proposed project are generally summarized as follows:

1. Potable Water (Policy 4-1.1.2.C):
 - a. Based on the City of Key West adopted level of service the potable water demand is anticipated to increase at the end of this single-phase development plan (pursuant to Policy 4-1.1.2.C, the potable water LOS for residential and nonresidential development is 100 gal/capita/day).

Anticipated potable water flow = **6,438 gal/day**

Designation	Residential		Nonresidential		Total
	LOS	Daily Capacity ³	LOS	Daily Capacity ⁴	
Existing	100 g/capita/day	0 cap x LOS = 0 gal	100 g/capita/day	0 cap x LOS = 0 gal	0 gal
Proposed	100 g/capita/day	63.12 cap x LOS = 6,312 gal	100 g/capita/day	889 sq. ft. x 1.4157 ppl/1,000 sq ft x 100 gal = 125.9 gal	6,438 gal
Change:					+6,438

- b. Coordination with FCAA occurs through the DRC review process and FCAA’s Project Review process.
- c. The Florida Keys Aqueduct Authority (FCAA) has the capacity to supply adequate service to this property, as demonstrated below.
- d. Potable water to the City of Key West is provided by the FCAA. The FCAA has the capacity to provide 23 million gallons per day to Monroe County as a result of: The South Florida Water Management District’s issuance of Water Use Permit #13-0005, which allocates 17 million gallons per day in the dry season; 17.79 million gallons per day which can be withdrawn from the Biscayne Aquifer; and six million gallons per day provided by a reverse osmosis treatment plant in Florida City. As documented above, the City is meeting its Level of Service Standard for Potable Water. The City projects a slight permanent population decrease, and only a slight increase in its functional population and non-residential development during short and long-range planning periods, so the current capacity should remain adequate. Ongoing capital improvements will be necessary to maintain and improve standards and service delivery.

³ For the purposes of LOS, “capita” of residential units was calculated as *proposed units x persons / household* using the 2009-2013 US Census Data - 2.63 persons per household (24 units x 2.63 persons per unit)

⁴ Planners Estimating Guide, p. 137: Table 11-1-Basic Impact Coefficients 1.4157 persons per 1,000 sf of Community retail trade

2. Wastewater Management (Policy 4-1.1.2.A "Sanitary Sewage"):
 - a. Based on the City of Key West adopted level of service the sanitary sewer demand is anticipated to increase at the end of this single-phase development plan (pursuant to Policy 4-1.1.2.A, the sanitary sewer LOS for nonresidential development is 660 gal/acre/day) and the sanitary sewer LOS for residential development is 100 gal/capita/day).

Anticipated sanitary sewer flow = **6,325 gal/day**

Designation	Residential		Nonresidential		Total
	LOS	Daily Capacity ⁵	LOS	Daily Capacity ⁶	
Existing	100 g/capita/day	0 cap x 100g = 0 gal	600 gal/ acre/ day	0 sq ft/acre x 600 gal = 0 gal	0 gal
Proposed	100 g/capita/day	63.12 cap x LOS = 6,312 gal	600 gal/ acre/ day	889 sq ft/acre x 600 gal = 13.5 gal	6,325 gal
Change:					+6,325

- b. The City contracts out the operation of the Richard A. Heyman Environmental Pollution Control Facility, its wastewater treatment plant (Plant), and the associated collection system to Operations Management International, Inc. (OMI). The Plant currently has the capacity to treat 10 million gallons per day, exceeding the capacity required to achieve the existing Level of Service Standard by approximately seven million gallons per day. Actual daily flow is 4.5 million gallons per day. This is a reduction from eight (8) million gallons per day due to a 67 million dollars capital improvement to the City's wastewater treatment during the past short-term planning period, including \$56 million for collection system rehabilitation.
 - c. The proposed change in wastewater is made up of sanitary sewage waste and is expected to have a total daily 930.2-gallon volume.
 - d. As documented above, the City is exceeding its Level of Service Standard for Wastewater. The City projects a slight permanent population decrease, and only a slight increase in its functional population and non-residential development, during the short and long-range planning periods, so the current capacity should remain adequate. Ongoing capital improvements and continuing conservation efforts will continue to maintain and improve service delivery.
3. Water Quality:
 - a. Construction-related water runoff will be mitigated through maintained and proposed onsite pervious surfaces and landscaping.
 - b. Concrete will be removed as part of the construction of the new building at 919 Simonton Street. This will require the 919 Simonton Street lot comply with stormwater drainage requirements of 272 cu. ft.⁷ This will be accomplished using swales.

4. Stormwater Management (Policy 4-1.1.2.E "Drainage"):

⁵ For the purposes of LOS, "capita" of residential units was calculated as *proposed units x persons / household* using the 2009-2013 US Census Data - 2.63 persons per household (24 units x 2.63 persons per unit)

⁶ For the purposes of LOS, commercial capacity is calculated by the total area of commercial uses: the existing capacity is the entire site; the proposed capacity is the entire site less the area of the ground floor residential unit.

⁷ Ms. Ignoffo calculated the stormwater retention requirements. See letter attached below.

See proposed stormwater plans.

- a. Post development runoff shall not exceed the pre-development runoff rate for a 25-year storm event, up to and including an event within a 24 hour duration.
- b. Stormwater treatment and disposal facilities shall be designed to meet the design and performance standards established in Chapter 62-25 Section 25.025, Florida Administrative Code, with treatment of the runoff from the first one inch of rainfall on-site to meet the water quality standards required by Chapter 62-302, Florida Administrative Code. Stormwater facilities which directly discharge into "Outstanding Florida Waters" (OFW) shall provide an additional treatment pursuant to Section 62-25.025 (9), Florida Administrative Code.
- c. Stormwater facilities must be designed so as to not degrade the receiving water body below the minimum conditions necessary to assure the suitability of water for the designated use of its classification as established in Chapter 62-302 Florida Administrative Code.

5. Solid Waste (Policy 4-1.1.2.D):

- a. Trash – Based on the City of Key West adopted level of service the solid waste demand is anticipated to increase at the end of this single-phase development plan (pursuant to Policy 4-1.1.2.D, the solid waste LOS for nonresidential development is 6.37 lbs/capita/day) and the solid waste LOS for residential development is 2.66 lbs/capita/day).

Anticipated solid waste trash = **175.9 lbs/day**

Designation	Residential		Nonresidential		Total
	LOS	Daily Capacity ⁸	LOS	Daily Capacity ⁹	
Existing	2.66 lbs/capita/day	0 cap x LOS = 0 lbs	6.37 lbs/capita/day	0 sq ft x 1.4157 ppl/1,000 sq ft x LOS = 0 lbs	0 lbs
Proposed	2.66 lbs/capita/day	63.12 cap x LOS = 167.9 lbs		889 sq ft x 1.4157 ppl/1,000 sq ft x LOS = 8.0 lbs	175.9 lbs
Change:					+175.9

The City currently contracts with Waste Management of Florida, Inc. to collect, transfer and dispose of solid waste and residential recyclables. Commercial recyclables and other non-franchised collection services such as construction and demolition debris and yard waste are available on the open market to all licensed haulers. The City owns and operates a solid waste transfer station on Rockland Key that received 45,402.10 tons of solid waste for disposal and 3,607 tons of recyclables in 2009/10. Waste Management disposes of the solid waste collected in Monroe County, including the City of Key West, at its Central Sanitary Landfill in Broward County. In 2009 Waste Management Inc. reported a reserve capacity of 17 years at this facility. There is therefore an estimated reserve capacity of 15 years as of the date of this report.

⁸ For the purposes of LOS, "capita" of residential units was calculated as *proposed units x persons / household* using the 2009-2013 US Census Data - 2.63 persons per household (3.1 units x 2.63 persons per unit)

⁹ Planners Estimating Guide, p. 137: Table 11-1-Basic Impact Coefficients 1.4157 persons per 1,000 sf of Community retail trade

As documented above, the City is meeting its Level of Service Standard for solid waste. The City projects a slight permanent population decrease, and only a slight increase in its functional population and non-residential development, during the short and long-range planning periods, and the current capacity should remain adequate. Ongoing capital improvements will be necessary to improve standards and service delivery.

- b. Recyclables – Based on the City of Key West adopted level of service the recyclable waste demand is anticipated to increase at the end of this single-phase development plan (pursuant to Policy 4-1.1.2. D, the recyclable waste LOS for nonresidential development is 0.25 lbs/capita/day) and the recyclable waste LOS for residential development is 0.50 lbs/capita/day).

Anticipated recyclable waste = **31.9 lbs/day**

Designation	Residential		Nonresidential		Total
	LOS	Daily Capacity ¹⁰	LOS	Daily Capacity ¹¹	
Existing	0.5 lbs/capita/day	0 cap x LOS = 0 lbs	0.25 lbs/capita/day	0 sq ft x 1.4157 ppl/1,000 sq ft x LOS = 0 lbs	0 lbs
Proposed	0.5 lbs/capita/day	63.12 cap x LOS = 31.6 lbs	0.25 lbs/capita/day	889 sq ft x 1.4157 ppl/1,000 sq ft x LOS = 0.3 lbs	31.9 lbs
Change:					+31.9

- 6. Roadways (Policy 2-1.1.1 “Transportation”) - Policy 2-1.1.3: Dense Urban Land Area. The City of Key West is a substantially developed dense urban land area and is thereby exempted from transportation concurrency requirements for roadways. The City recognizes that its development characteristics make substantive expansion of capacity of the roadway system prohibitive. The City will therefore prioritize improving the safety and function of existing roads and multi-modal transportation improvements (i.e. transit, air, boat, bicycles, pedestrianism, mixed-use development) as its primary strategies for addressing current and projected transportation needs.

Per Policy 2-1.1.3, the transportation concurrency requirement is effectively eliminated in favor of a prioritization of safety and function of existing roads and multi-modal transportation improvements (i.e. transit, air, boat, bicycles, pedestrianism, mixed-use development).

- 7. Recreation (Policy 7-1.1.9) - The project does not anticipate having adverse impacts on recreational facilities within the City of Key West.
- 8. Fire Protection - The proposed building will be in compliance with fire and life safety protection. See life safety plan below.

¹⁰ For the purposes of LOS, “capita” of residential units was calculated as *proposed units x persons / household* using the 2009-2013 US Census Data - 2.63 persons per household (3.9 units x 2.63 persons per unit)

¹¹ Planners Estimating Guide, p. 137: Table 11-1-Basic Impact Coefficients 1.4157 persons per 1,000 sf of Community retail trade

9. Reclaimed Water System - The proposed building will be in compliance with drainage requirements. See drainage plan below.
10. Other Public Facilities - The project does not anticipate having adverse impacts on other public facilities within the City of Key West or of Monroe County. Further, development of this project will be in coordination with FCAA, Keys Energy, and all required permitting offices.

Appearance, design and compatibility. – (Sec. 108-234):

This development plan satisfies criteria established in Chapter 102; Articles III, IV and V of Chapter 108; Section 108-956; and Article II of Chapter 110 of the Key West City Code in the following manner:

- Chapter 102 – This property is located within the Historic District and will go through all appropriate HARC approvals as necessary.
- Articles III, IV and V of Chapter 108 – As demonstrated by the site plan, trip generation analysis, and the site data calculations, the project complies with the requirements of the Articles.
- Section 108-956 – The project team will coordinate with FCAA to ensure access to potable water and a wastewater disposal system.

Chapter 110 – As demonstrated in this application, the proposed development complies with the resource protection requirements of Chapter 110.

Site location and character of use. – (Sec. 108-235):

Location – The subject property is located along Trumbo Road, adjacent to the Key West Bight, within the historic district, within the HRCC-2 zoning district, and the Parking Waiver Zone which permits multi-family structures as of right and requires major development plan approval for 5+ new units.

Flood zone – Per attached survey, the project is located in the AE-10.



Zoning - ("HRCC-2") Sec. 122-716 – The Historic Residential Commercial Core – Key West Bight District shall reinforce the following:

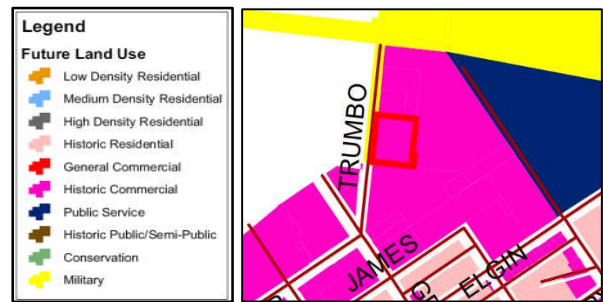
- (1) Preservation of public waterfront access as well as waterfront views;
- (2) Improved pedestrian linkages with adjacent and nearby activity centers;
- (3) Protection and enhancement of opportunities for water-dependent and water-related land use activities, while preventing undue concentrations of population within the coastal high hazard area;
- (4) Accommodation of public improvements necessary to achieve redevelopment plan objectives;
- (5) Implementation of urban design schemes which attract pedestrians, increase waterfront exposure, reinforce the ambiance of the waterfront, and regulate against structures which wall off or otherwise inhibit access to waterfront views, strategic open spaces, or pedestrian linkages; and
- (6) Consistency with the redevelopment plan for the Key West Bight and the Caroline Street Redevelopment Area.

Permitted as of right:

- (1) Single-family and two-family residential dwellings.
- (2) Multiple-family residential dwellings.
- (3) Group homes with less than or equal to six residents as provided in section 122-1246.
- (4) Places of worship.
- (5) Business and professional offices.
- (6) Commercial retail low and medium intensity less than or equal to 5,000 square feet as provided in division 11 of article V of this chapter.
- (7) Medical services.
- (8) Parking lots and facilities.
- (9) Restaurants, excluding drive-through.
- (10) Veterinary medical services without outside kennels.

Future land use map designation ("FLUM") – According to the City of Key West 2013 Comprehensive Plan, the property's FLUM designation is Historic Commercial ("HC").

Historic & Archeological Resources – The proposed project will coordinate with HARC in its development. No existing historic structures are present on the property.



Appearance of site and structures (Sec. 108-236):

Attached site plan complies with Sections 108-278 through 108-288 of the Key West City Code. (See below.)

Site Plan (Sec. 108-237):

Site plan of proposed development drawn consistently with Sec. 108-237 is attached.

Architectural Drawings (Sec. 108-238):

All architecture or engineering designs were prepared and sealed by a professional architect or engineer registered in the state pursuant to F.S. Ch. 471 and 481, respectively, consistent with the provisions of this Section.

Site Amenities (Sec 108-239):

The attached site plan includes existing and proposed amenities which are required to comply with appearance, design and compatibility regulations outlined in chapter 102; articles III, IV and V of this chapter; section 108-956; and article II of chapter 110.

Site Survey (Sec 108-240):

Survey of the site is attached.

Soil Survey (Sec 108-241):

Soil surveys are not anticipated as part of this project.

Environmentally Sensitive Areas (Sec. 108-242):

The property is not located within an environmentally sensitive area.

Land clearing, excavation and fill, tree protection, landscaping and irrigation plan (Sec. 108-243):

All proposed clearing, excavation and landscaping are depicted on attached plans.

On-site and off-site parking and vehicular, bicycle, and pedestrian circulation (Sec. 108-244):

The attached site plan includes the existing and proposed parking and vehicular, bicycle and pedestrian circulation.

Parking Demand

Per Sec. 108-572, multiple-family units within the historic district have a parking demand of 1 automobile space per unit with a 10% bicycle-scooter requirement and professional offices require 1 auto space per 300 sq. ft. of gross floor area with a 25% bicycle-scooter requirement. The proposed 24 multi-family units require 24 automobile parking spaces and 2.4 bicycle-scooter spaces and the proposed leasing office requires 2.97 automobile parking spaces and 0.74 bicycle-scooter spaces, for a total parking demand of **26.97 auto spaces** and **3.14 bicycle-scooter spaces**. The project proposes 27 (25 + 2 ADA) parking spaces and 6 bicycle spaces.

Parking Demand

Parking Demand	Use	Automobile Spaces Required		Bicycle-Scooter Spaces Required	
		Ratio	Demand	Ratio	Demand
Existing	0 Units	-	0 spaces	-	0 spaces
	0 sq. ft. floor area	-	0 spaces	-	0 spaces
Proposed	24 Multi-Family Units	1 space per unit	24 spaces	10% auto	2.4 spaces
	Leasing Office 889 sq. ft. floor area	1 space per 300 sq. ft. floor area	2.97 spaces	25% auto	0.74 spaces
Total			26.97 spaces		3.14 spaces

Housing (Sec 108-245):

This project includes 24 affordable housing units for essential government (County sheriff) employee housing. Each unit will be greater than 600 sq. ft. in size.

Economic Resources (Sec 108-246):

The proposed leasing office anticipates a maximum of 2 employees, likely limited to 1 part-time employee. Additionally, Trepanier & Associates, Inc. has contacted the Monroe County Property Appraiser’s office to seek assistance in estimating the average ad valorem tax yield from the proposed project.

Special Considerations (Sec 108-247):

The proposal complies with the goals, objectives and policies of the comprehensive plan and as demonstrated by the concurrency analysis there are no conflicts with the existing public facilities, such as potable water, sanitary sewer treatment or transportation.

Construction Management Plan and Inspection Schedule (Sec 108-248):

The construction management plan and inspection schedule is attached below.

Truman Waterfront Port Facilities (Sec 108-249):

N/A – This project is not located at the Truman Waterfront Port.

Monroe County Sheriff Housing

Construction Management Plan

December 2021

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1.0 GENERAL

1.1 PURPOSE

The purpose of this Construction Management Plan Manual is to provide a consistent policy under which certain physical aspects of construction management will be implemented. The elements contained in this document are related to the development process.

These standards cannot anticipate all situations. They are intended to assist, but not to substitute for competent work by design and construction professionals. The Plan does not intend to limit any innovative or creative efforts that could result in better quality, greater cost savings, or both. Any proposed departure from this plan will be judged on the likelihood that such variance will produce a comparable result, adequate for the user over the duration of the improvement/project.

1.2 APPLICABILITY

This plan shall govern the construction and development of the project.

1.3 DEFINITIONS AND TERMS

Construction Management Plan – A Construction Management Plan is a combination of diagrams, documents, drawings, and specifications that clearly define the steps that will be taken to demonstrate how the impacts to the community will be minimized. How the impacts associated with any construction project will be managed. Herein described as “Plan” throughout the remainder of this plan.

Construction Mitigation Officer – An appointed employee of the contractor whose charge is to ensure that all aspects of a Construction Management Plan are followed, and to further ensure that the impacts associated with construction activities within the site are effectively managed and impacts associated with the project is the least necessary to accomplish the project.

Disturbance Area – A portion of land where topsoil or native soils have been removed for purposes of construction (development).

Best Management Practices (BMP’s) – Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the state. BMP’s also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, waste disposal, or drainage from material storage.

Tree Dripline and Protection Zone - Use the longest branch of the tree as a radius from the center of the tree and make a circle. The circle is then defined as the dripline and thus is the tree protection zone.

Final Stabilization – Uniform vegetative cover has been re-established.

2.0 PROJECT LOCATION

2.1 DISTURBANCE AREA

The disturbance area is depicted on the associated proposed site plan.

2.2 LOCATION

A project vicinity map is depicted on the associated proposed site plan.

2.3 DESCRIPTION

See associated Community Impact Assessment Statement for full description and details

3.0 PROJECT DOCUMENTATION

3.1 PERMITS / OTHER DOCUMENTS

The contractor shall maintain all applicable local, state and federal licenses and permits that apply to the construction project.

3.2 PUBLIC NOTIFICATION

Compliance with any and all required public notifications shall be met.

3.3 PROJECT SIGN

A project sign shall be constructed and posted that identifies, at a minimum, the property owner, contractor, and land use planner.

4.0 PROJECT IMPLEMENTATION

4.1 DATES OF CONSTRUCTION

Dates of construction is expected to commence immediately following project approval

4.2 HOURS OF CONSTRUCTION

Construction hours shall comply with all applicable City Ordinances.

4.3 SEQUENCE (PHASING) OF CONSTRUCTION

Project shall be constructed in a single phase.

4.4 ADJOINING PROPERTIES

No person shall excavate on land close enough to a property line to endanger any adjacent public street, sidewalk, and alley, other public or private property, or easement, without supporting and protecting the property from any damage that might result from construction operations.

4.5 PROJECT FENCING

All construction areas shall have a non-removable construction fence or other approved device securely placed around the areas to be protected.

4.6 PUBLIC HEALTH AND WELFARE

The construction project shall uphold respect to public health and welfare.

4.7 NATURAL ENVIRONMENT

Project construction shall be oriented to minimize harm to all aspects of the property's natural environment.

5.0 PARKING MANAGEMENT

5.1 PARKING MANAGEMENT

The contractor shall maintain continuous emergency vehicle access, on and around site, including but not limited to police, fire, and ambulance services. This includes projects adjacent to roads and alleys.

5.2 STAGING AREAS

The project shall accommodate construction staging areas on site.

5.3 CONSTRUCTION TRAILER, MATERIALS STORAGE, AND WASTE MANAGEMENT

Construction trailers, job materials storage, portable restrooms, waste management and recycling containers shall be stored on private property and not within ROW, without the required approvals.

6.0 TRAFFIC CONTROL

6.1 GENERAL

All traffic control operations shall be managed by the designated traffic control supervisor.

6.2 HAUL ROUTES

Project haul routes shall be oriented to minimize traffic congestion and maximize pedestrian safety.

7.0 Reserved

8.0 SEDIMENT AND EROSION CONTROL

8.1 REQUIREMENTS

The project shall employ Best Management Practices, which will minimize erosion and sediment transport.

- a. Stock piles must be protected with erosion control devices.
- b. City and near shore water inlets, gutters, swales and irrigation ditches shall be protected with erosion control devices and such protection maintained for the duration of the project.

9.0 Reserved

10.0 EMISSIONS

10.1 GENERAL

All vehicles and equipment used on site will be properly maintained such that the engines will function within manufacture's standards or parameters.

11.0 NOISE SUPPRESSION

11.1 GENERAL

The noise limit for construction shall comply with any and all requirements of the City Code. All construction equipment shall be adequately muffled and maintained to minimize project noise.

Property Record Card



Disclaimer

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

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

Summary

Parcel ID 00001720-000200
 Account# 1001805
 Property ID 1001805
 Millage Group 12KW
 Location Address 250 TRUMBO Rd, KEY WEST
 Legal Description KW PT OF TRUMBO ISLAND OR551-218 OR813-2458/64 OR1415-127 OR3002-336 OR3003-879 OR3006-1711
(Note: Not to be used on legal documents.)
 Neighborhood 32220
 Property Class CONVEL/REST HOMES (7800)
 Subdivision
 Sec/Twp/Rng 31/67/25
 Affordable Housing No

Owner

[MONROE COUNTY](#)
 1100 Simonton St
 Ste 205
 Key West FL 33040

Valuation

	2020	2019	2018	2017
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$200,200	\$200,200	\$200,200	\$200,200
+ Market Land Value	\$3,170,178	\$3,170,178	\$3,170,178	\$3,170,178
= Just Market Value	\$3,370,378	\$3,370,378	\$3,370,378	\$3,370,378
= Total Assessed Value	\$3,370,378	\$3,370,378	\$3,370,378	\$3,370,378
- School Exempt Value	(\$3,370,378)	(\$3,370,378)	(\$3,370,378)	(\$3,370,378)
= School Taxable Value	\$0	\$0	\$0	\$0

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL EXEMPT (100E)	49,500.00	Square Foot	0	0

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
	1975	1976	1	36400	3

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
1/8/2020	\$0	Quit Claim Deed	2254334	3006	1711	18 - Unqualified	Improved
1/8/2020	\$100	Quit Claim Deed	22516050	3003	879	18 - Unqualified	Improved

Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
BLD2018-1517	12/12/2018		\$46,480	Commercial	Lift station H: Install coated rigid & wire from utility pole to MB location.

View Tax Info

[View Taxes for this Parcel](#)

Map



No data available for the following modules: Buildings, Commercial Buildings, Mobile Home Buildings, Exemptions, Sketches (click to enlarge), Photos, TRIM Notice.

[User Privacy Policy](#)
[GDPR Privacy Notice](#)
 Last Data Upload: 7/1/2021, 2:23:14 AM



Authorization Form



250 Trumbo Road
Mo Co Sheriff Housing

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, Roman Gastesi as
Please Print Name of person with authority to execute documents on behalf of entity

County Administrator of Monroe County, Florida
Name of office (President, Managing Member) Name of owner from deed

authorize Thomas E. Pope, PA & Trepanier & Associates, 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.

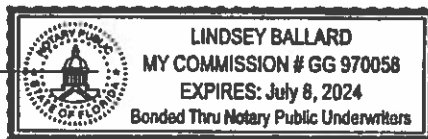
Signature of person with authority to execute documents on behalf of entity owner

Subscribed and sworn to (or affirmed) before me on this 13th day of October, 2022
Date

by Roman Gastesi
Name of person with authority to execute documents on behalf of entity owner

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

LBallard
Notary's Signature and Seal



Lindsay Ballard
Name of Acknowledger typed, printed or stamped

GG 970058
Commission Number, if any

Verification Form



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

I, Thomas Francis-Siburg, in my capacity as Planner / Development Specialist
(print name) *(print position; president, managing member)*

of Owen Trepanier & Associates, Inc.
(print name of entity)

being duly sworn, depose and say that I am the Authorized Representative of the Owner (as appears on the deed), for the following property identified as the subject matter of this application:

250 Trumbo Road, Key West, FL 33040 (RE # 00001720-000200)

Street address of subject property

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

In the event the City or the Planning Department relies on any representation herein which proves to be untrue or incorrect, any action or approval based on said representation shall be subject to revocation.

Thomas Francis-Siburg
Signature of Applicant

Subscribed and sworn to (or affirmed) before me on this 10/27/21 by
date

Thomas Francis-Siburg
Name of Applicant

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

Nikita L. Stange
Notary's Signature and Seal

Nikita L. Stange
Name of Acknowledger typed, printed or stamped

HH 149093
Commission Number, if any



Nikita L. Stange
Notary Public
State of Florida
Comm# HH149093
Expires 7/5/2025



**City of Key West
Planning Department
Verification Form**

(Where Authorized Representative is an individual)

I, Thomas E. Pope, PA, 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:

250 Trumbo Road, Key West, FL 33040 (RE# 00001720-000200)

Street address of subject property

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

In the event the City or the Planning Department relies on any representation herein which proves to be untrue or incorrect, any action or approval based on said representation shall be subject to revocation.

Thomas E. Pope

Signature of Authorized Representative

Subscribed and sworn to (or affirmed) before me on this 17th day of December, 2021 by _____
date

Thomas E. Pope
Name of Authorized Representative

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

Marjorie Holly Booton

Notary's Signature and Seal

Marjorie Holly Booton
Name of Acknowledger typed, printed or stamped



MARJORIE HOLLY BOOTON
Commission # GG 151778
Expires December 26, 2021
Bonded Full Budget Notary Services

66151778

Commission Number, if any

Deed

Doc # 2254334 Bk# 3006 Pg# 1711 Recorded 1/31/2020 at 11:41 AM Pages 3
Filed and Recorded in Official Records of MONROE COUNTY KEVIN MADOK
REC: \$27.00 Deed Doc Stamp \$0.00

THIS DEED IS BEING RE-RECORDED DUE TO THE INADVERTANT FAILURE TO ATTACH
AND RECORD THE LEGAL DESCRIPTION CONTAINED IN EXHIBIT "A"

Prepared By :
George B. Wallace
Assistant City Attorney
P.O. Box 1409
Key West, FL 33041-1409

Doc # 2251650 Bk# 3003 Pg# 879
Recorded 1/13/2020 11:56 AM Page 1 of 2

Deed Doc Stamp \$0.70
Filed and Recorded in Official Records of
MONROE COUNTY KEVIN MADOK, CPA

Return Recorded Deed to:
Patricia A. Eables, Esq.
Office of the County Attorney
County of Monroe
P.O. Box 1026
Key West, FL 33041

QUIT CLAIM DEED

This Quit Claim Deed made this 8th day of January 2020 between by **The City of Key West, Florida, a municipal corporation**, whose post office address is P.O. Box 1409, Key West, Florida 33041, herein called the Grantor, to **MONROE COUNTY, a political subdivision of the State of Florida**, whose mailing address is 1100 Simonton Street, Key West, Florida, hereinafter called the Grantee:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said Grantor, in hand paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain and convey unto the Grantee forever, the right, title, interest, claim and demand which the said Grantors have in and to the following described lot, piece or parcel of land, with an approximate street address of 250 Trumbo Road, situate, lying and being in the City of Key West, County of **Monroe**, State of **Florida**, to-wit:

(See Exhibit "A" attached) (Parcel Identification No. 00001720-000200)

Reserving unto the Grantor a perpetual utility easement along, over, under and across that portion of the demised premises occupied by the Grantor as a utility lift station and accessory related equipment as reflected on Exhibit "A".

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity to the only proper use, benefit and behoof of the said Grantee for so long as the land conveyed is used for the purposes described in that certain Interlocal Agreement titled "KEYS OVERNIGHT TEMPORARY SHELTER (KOTS) AND ESSENTIAL GOVERNMENTAL EMPLOYEE HOUSING INTERLOCAL AGREEMENT" dated October 19, 2019, and recorded as Doc #2250574 in Official Records Book# 3002, Page# 344 of the Public Records of Monroe County, Florida.

In the event the land is not used for the purpose of housing employees of the Monroe County Sheriff's Office and other governmental employees as provided in said Interlocal Agreement, then the land and the premises shall, after written notice to the County Mayor, and a 180-day period to correct said deficiency, revert to the Grantor, its successors or assigns, and the Grantee, its successors and assigns shall forfeit all rights thereto, if said deficiency is not corrected within that 180-day period. The reversionary interest of the Grantor shall survive any termination of the Interlocal Agreement by Grantee.

[THIS AREA LEFT INTENTIONALLY BLANK – SIGNATURES ON NEXT PAGE]

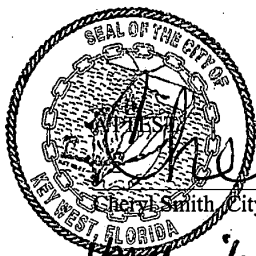
This Quit-Claim Deed is executed pursuant to Article 7.03 of the Charter of the City of Key West.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

(CITY SEAL)

The City of Key West, Florida, a
Municipal Corporation



Sheryl Smith

Sheryl Smith City Clerk

Teri Johnston

Teri Johnston, Mayor

Melinda Stewart

(Signature of First Witness)

Melinda Stewart

Printed Name

Erin Getchel

(Signature of Second Witness)

Erin Getchel

Printed Name

State of FLORIDA)
County of MONROE)

The foregoing instrument was acknowledged before me this 8th day of January, 2020 by Teri Johnston who is personally known or has produced a driver's license as identification and who did take an oath.

(Notary Seal)



Keril O'Brien

Notary Public
My Commission Expires: 9/5/2023

THIS DEED IS BEING RE-RECORDED DUE TO THE INADVERTANT FAILURE TO ATTACH AND RECORD THE LEGAL DESCRIPTION CONTAINED IN EXHIBIT "A"

ABBREVIATIONS:

- A ARC
- AC AIR CONDITIONER
- BLDG BUILDING
- CB CATCH BASIN
- CBG CONCRETE BLOCK STRUCTURE
- CH CHIMNEY
- CHDR CHIMNEY DRAIN
- C10 CURB AND GUTTER
- C17 CHAIN LINK FENCE
- CR CURB
- CONC CONCRETE
- CP CONCRETE POST
- D DEGREE
- D DELTA
- DP DUCTILE IRON PIPE
- E EAST
- E ENGINEERING BUSINESS NUMBER
- ELEV ELEVATION
- ELECT ELECTRIC
- ENC ENCROACHMENT
- EP EDGE OF PAVEMENT
- FP FOUNDATION PIPE
- FLR FLOOR POWER AND LIGHT
- FOUN FOUND
- LP LIQUID PIPE
- L LENGTH
- LS SURVEYOR BUSINESS NUMBER
- M&R MEASURED AND RECORDED
- MSAS MEASURED
- N NORTH
- N NUMBER
- NA DISC NAIL AND DISC
- NOID NO IDENTIFICATION NUMBER
- N.T.S. NOT TO SCALE
- OBV OBSERVED ANGLE
- OE OVERHEAD ELECTRIC
- OE2 OVERHEAD ELECTRIC
- ORB OFFICIAL RECORDS BOOK
- O WASTE OR FEET
- P PAVEMENT
- PAV PAVEMENT
- PI PLAT BOOK
- POC POINT OF COMMENCEMENT
- PC POINT OF CURVATURE
- PD PAGE
- PL PLANTER
- PLS PROFESSIONAL LAND SURVEYOR
- PI POINT OF INTERSECTION
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PT POINT OF TANGENCY
- PRC POINT OF REVERSE CURVATURE
- PSM PLAT BOOK RECORD
- R REGULAR
- RND RANGE
- R/S REGISTERED LAND SURVEYOR
- SW SWIMMING POOL
- S SOUTH
- SEC SECTION
- STA STATION
- SWR SWIMMING POOL
- T TANGENT
- SS SANITARY SEWER
- TWP TOWNSHIP
- W WEST
- W WITH
- WF WOOD FENCE
- WM WATER METER
- WV WATER VALVE
- ZW ZURWELLE-WHITTAKER, INC.

SURVEYOR'S NOTES:

- EXAMINATION OF THE ABSTRACT OF THE TITLE WILL HAVE TO BE MADE TO DETERMINE RECORD INSTRUMENTS IF ANY, AFFECTING THE PROPERTY.
- LOCATION AND IDENTIFICATION OF UNDERGROUND ENCROACHMENTS OR UTILITIES ON AND/OR ADJACENT TO THE PROPERTY WERE NOT SECURED AS SUCH INFORMATION WAS NOT REQUESTED.
- NO RECORD OF PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE FOR ACCURACY AND OR CORRECTIONS.
- THIS CERTIFICATION IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATION OF TITLE, ZONING, EASEMENTS, OR FREEDOM FROM ENCUMBRANCES. TITLE ABSTRACT NOT REVIEWED.
- THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PARTY WHOSE NAME AND ADDRESS ARE SHOWN ON THIS SURVEY. IT DOES NOT EXTEND TO ANY UNNAMED PARTY.
- DIMENSIONAL BEARINGS OR ANGLES INDICATED HEREIN ARE MEASURED AND ARE THE SAME AS PLAT VALUES UNLESS OTHERWISE INDICATED BEARINGS ARE BASED ON BROWN PLAT VALUES IF ANY OR AN ASSUMED VALUE.
- ALL RIGHTS OF WAY SHOWN ARE PUBLIC UNLESS OTHERWISE NOTED.
- UTILITY FACILITIES WITHIN UTILITY EASEMENTS NOT NOTED AS VIOLATIONS, DRIVEWAYS OR PORTIONS THEREOF WITHIN ROADWAYS NOT NOTED AS VIOLATIONS OR ENCROACHMENTS.
- THE LEGAL DESCRIPTION WAS FURNISHED BY THE CLIENT.
- THIS DRAWING IS PROPERTY OF ZURWELLE-WHITTAKER, INC. AND CANNOT BE REPRODUCED WITHOUT WRITTEN CONSENT.
- THE ELEVATION INFORMATION SHOWN HEREON (IF ANY) IS RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM (NGVD) OF 1928 UNLESS OTHERWISE NOTED.
- BOUNDARY USED: NAD 83 BENCHMARK & FPM (SEE BENCHMARK INFO).
- COORDINATES SHOWN ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 AS BASED ON THE STATE OF FLORIDA'S D.O.T. FLORIDA PERMANENT REFERENCE NETWORK (FPRN) A GPS-BASED REFERENCE NETWORK. BASIS: STATE PLATEAU, FLORIDA (KEY WEST STATION).
- COORDINATE CONVERSIONS (IF ANY) HAVE BEEN CONDUCTED USING COORDINATE VERSION 1.1 FROM U.S. ARMY CORPS OF ENGINEERS, ALEXANDRIA, VIRGINIA.
- UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER, THIS DRAWING BEING A PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
- ACCURACY OF HORIZONTAL CONTROL POINT EXPRESSED USE OF LAND AS DETERMINED BY (S+1) TO THE FIELD MEASUREMENTS VERIFIED BY CALCULATIONS OF A CLOSED GEOMETRIC FIGURE BASED UPON FIELD INFORMATION TAKEN IN THE FIELD BY TOTAL STATION AND OR GPS.

LOCATION MAP (N.T.S.)



LEGAL DESCRIPTION:

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

(POC) COMMENCING AT THE INTERSECTIONS OF THE EAST RIGHT-OF-WAY LINE OF TRUMBO ROAD AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GRANNELL STREET; THENCE RUN NORTH ALONG THE EAST R/W LINE OF TRUMBO ROAD FOR A DISTANCE OF 354.45 FEET TO THE (POB) POINT OF BEGINNING; THENCE CONTINUE NORTH ALONG THE EASTERLY RIGHT-OF-WAY LINE OF TRUMBO ROAD FOR A DISTANCE OF 250.00 FEET; THENCE ALL AT RIGHT ANGLES, EAST FOR A DISTANCE OF 195.00 FEET; THENCE SOUTH FOR A DISTANCE OF 200.00 FEET; THENCE EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH FOR A DISTANCE OF 50.00; THENCE WEST ALONG THE NORTHERLY BOUNDARY LINE OF THE "STEAMPLANT CONDO" FOR A DISTANCE OF 200.00 FEET BACK TO THE EAST RIGHT-OF-WAY LINE OF TRUMBO ROAD AND (POB) THE POINT OF BEGINNING.

BENCHMARK INFORMATION:

1	National Geodetic Survey, National Data - JULY 18, 2019
AA0001	TOTAL B.M. - This is a Total Bench Mark
AA0002	DESIGNATION - TOTAL 23 STA # 40
AA0003	PROJ - NAD83
AA0004	STATE/COUNTY - FLORIDA/KEY WEST
AA0005	COUNTRY - US
AA0006	USGS QUAD - KEY WEST (1971)
AA0007	CURRENT SURVEY CONTROL
AA0008	
AA0009	NAD 83 (1983) POSITION - 28 23 42. 00 01 43. 00 (S) SCALED
AA0010	NAVD 83 (1983) ORTHO HEIGHT - 0.563 (meters) 1.85 (feet) ADJUSTED
AA0011	
AA0012	GEOD HEIGHT - -0.1777 (meters) GEOD103
AA0013	DYNAMIC HEIGHT - 0.562 (meters) 1.84 (feet) COMP
AA0014	MODELLED ORAVITY - 876.848 (meters) NAVD 83
AA0015	VERT CORRECT - FIRST CLASS 1
AA0016	SUPERSEDED SURVEY CONTROL
AA0017	NAVD 83 (1983) DATUM (M) 3.2 (M) COMPUTED 1.2

SURVEYORS NOTE:

DRAWING SCALE 1"= 20' SHEET SIZE 24"x36"

ALL INTERIOR PROPERTY ANGLES ARE 90° UNLESS OTHERWISE NOTED

FLOOD INFORMATION:

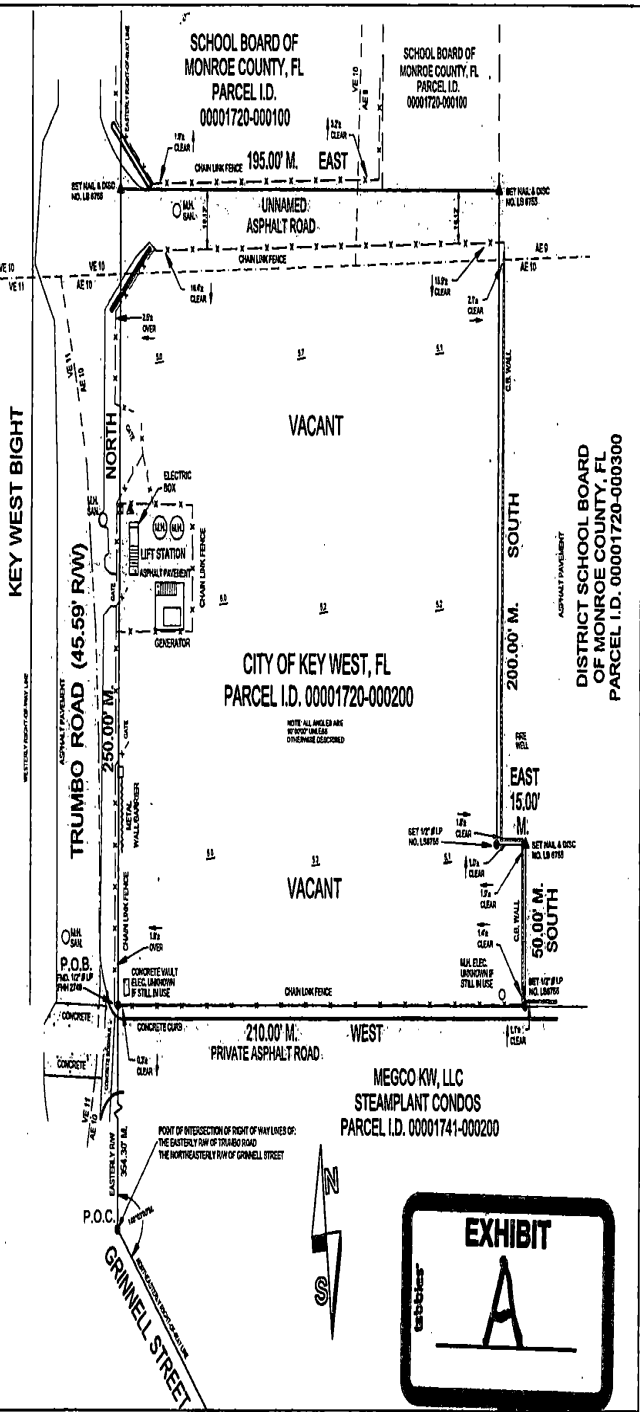
COMMUNITY NUMBER: 125128
 FIRM NUMBER: 12907C1958
 REF: X
 DATE OF FIRM: 02-16-2005
 FIRM: AEF
 MAP SHEET IDENTIFICATION: 2E-17/1E/17
 SEE SURVEY FOR DETAILS

FIELD WORK INFORMATION:

DATE FIELD WORK: 07-03-2019
 DATE DRAFTING: 07-12-2019
 DATE BOUNDARY SET: 07-16-2019
 REVISIONS: N/A

SYMBOL LEGEND:

★ LIGHT POLE	— SIGN
⊠ WOOD POLE	⊠ TELEPHONE BOX
⊠ ELECTRIC POLE	⊠ WATER VALVE
⊠ TRAFFIC SIGNAL BOX	⊠ ELEVATIONS
⊠ FIRE HYDRANT	⊠ TRAFFIC LAKE FLOW
⊠ STORM SEWER CATCH BASIN	⊠ CENTER LINE
⊠ MONUMENT LINE	⊠ DIAMETER



MONROE COUNTY SURVEYING & MAPPING, INC.
 SURVEYORS & MAPPERS, CIVIL ENGINEERS
 A DIVISION OF ZURWELLE-WHITTAKER, INC. (EST. 1926)
 1100 TROIAN AVENUE, KEY WEST, FL 33040
 PHONE: (305) 255-4888 OR (305) 263-4888 FAX: (305) 531-4589
 WWW.MCSMCO.COM
 MEMBER: FLORIDA LAND SURVEYORS COUNCIL, FLORIDA SURVEYING AND MAPPING SOCIETY

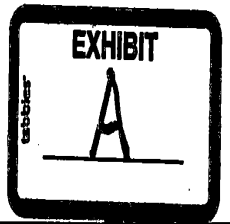
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
 250 TRUMBO ROAD
 KEY WEST, FL 33040

EDDIE A. MARTINEZ
 PROFESSIONAL SURVEYOR AND MAPPER
 LICENSE NO. 10488
 STATE OF FLORIDA

SURVEYOR'S CERTIFICATE:

JOB NO.	N/A	DRAWN	DRP
FIELD BOOK	FILE	REVISED	EAM
SCALE	1"= 20'	SHEET NO.	1 OF 1

I HEREBY CERTIFY THAT THE ATTACHED "BOUNDARY SURVEY" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 3447, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 4727. ALSO THAT THERE ARE NO VIOLATIONS OR ENCROACHMENTS OTHER THAN SHOWN HEREON.



Prepared By :

Nathalia Mellies
Assistant City Attorney
P.O. Box 1409
Key West, FL 33041-1409

Doc # 2345534 Bk# 3133 Pg# 1372
Recorded 10/25/2021 3:04 PM Page 1 of 4

Deed Doc Stamp \$0.70
Filed and Recorded in Official Records of
MONROE COUNTY KEVIN MADOK, CPA

Return Recorded Deed to:

Office of the County Attorney
County of Monroe
P.O. Box 1026
Key West, FL 33041

CORRECTIVE QUIT CLAIM DEED

(This Corrective Deed is required to correct a Scrivener's error in the legal description contained in the Quit Claim Deed recorded at Official Records Book 3006 Page 1711 on January 31, 2020.)

This Corrective Quit Claim Deed made this 25th day of October 2021 between by **The City of Key West, Florida, a municipal corporation**, whose post office address is P.O. Box 1409, Key West, Florida 33041, herein called the Grantor, to **MONROE COUNTY, a political subdivision of the State of Florida**, whose mailing address is 1100 Simonton Street, Key West, Florida, hereinafter called the Grantee:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said Grantor, in hand paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain and convey unto the Grantee forever, the right, title, interest, claim and demand which the said Grantors have in and to the following described lot, piece or parcel of land, with an approximate street address of 250 Trumbo Road, situate, lying and being in the City of Key West, County of **Monroe**, State of **Florida**, to-wit:

(See Exhibit "A" attached)
(Parcel Identification No. 00001720-000200)
(the same being the parcel of land described in the Quit Claim Deed recorded at ORB 551 Page 218 of the Official Records of Monroe County, Florida)

Reserving unto the Grantor a perpetual utility easement along, over, under and across that portion of the demised premises occupied by the Grantor as a utility lift station and accessory related equipment as reflected on Exhibit "B" attached.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity to the only proper use, benefit and behoof of the said Grantee for so long as the land conveyed is used for the purposes described in that certain Interlocal Agreement titled "KEYS OVERNIGHT TEMPORARY SHELTER (KOTS) AND ESSENTIAL GOVERNMENTAL EMPLOYEE HOUSING INTERLOCAL AGREEMENT" dated October 19, 2019, and recorded as Doc #2250574 in Official Records Book# 3002, Page# 344 of the Public Records of Monroe County, Florida.

In the event the land is not used for the purpose of housing employees of the Monroe County Sheriff's Office and other governmental employees as provided in said Interlocal Agreement, then the land and the premises shall, after written notice to the County Mayor, and a 180-day period to correct said deficiency, revert to the Grantor, its successors or assigns, and the Grantee, its successors and assigns shall forfeit all rights thereto, if said deficiency is not corrected within that 180-day period. The reversionary interest of the Grantor shall survive any termination of the Interlocal Agreement by Grantee.

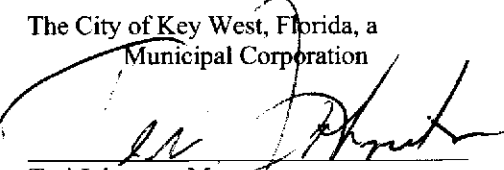
This Quit-Claim Deed is executed pursuant to Article 7.03 of the Charter of the City of Key West.


In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

(CITY SEAL)

The City of Key West, Florida, a
Municipal Corporation


Teri Johnston, Mayor

ATTEST

Chester Smith
City Clerk

(Signature of First Witness)

KERI O'BRIEN

Printed Name


(Signature of Second Witness)

Nathalia Mellies


Printed Name

State of FLORIDA)
County of MONROE)

The foregoing instrument was acknowledged before me this 25 day of October, 2021 by Teri Johnston who is personally known or has produced a driver's license as identification and who did take an oath.

(Notary Seal)

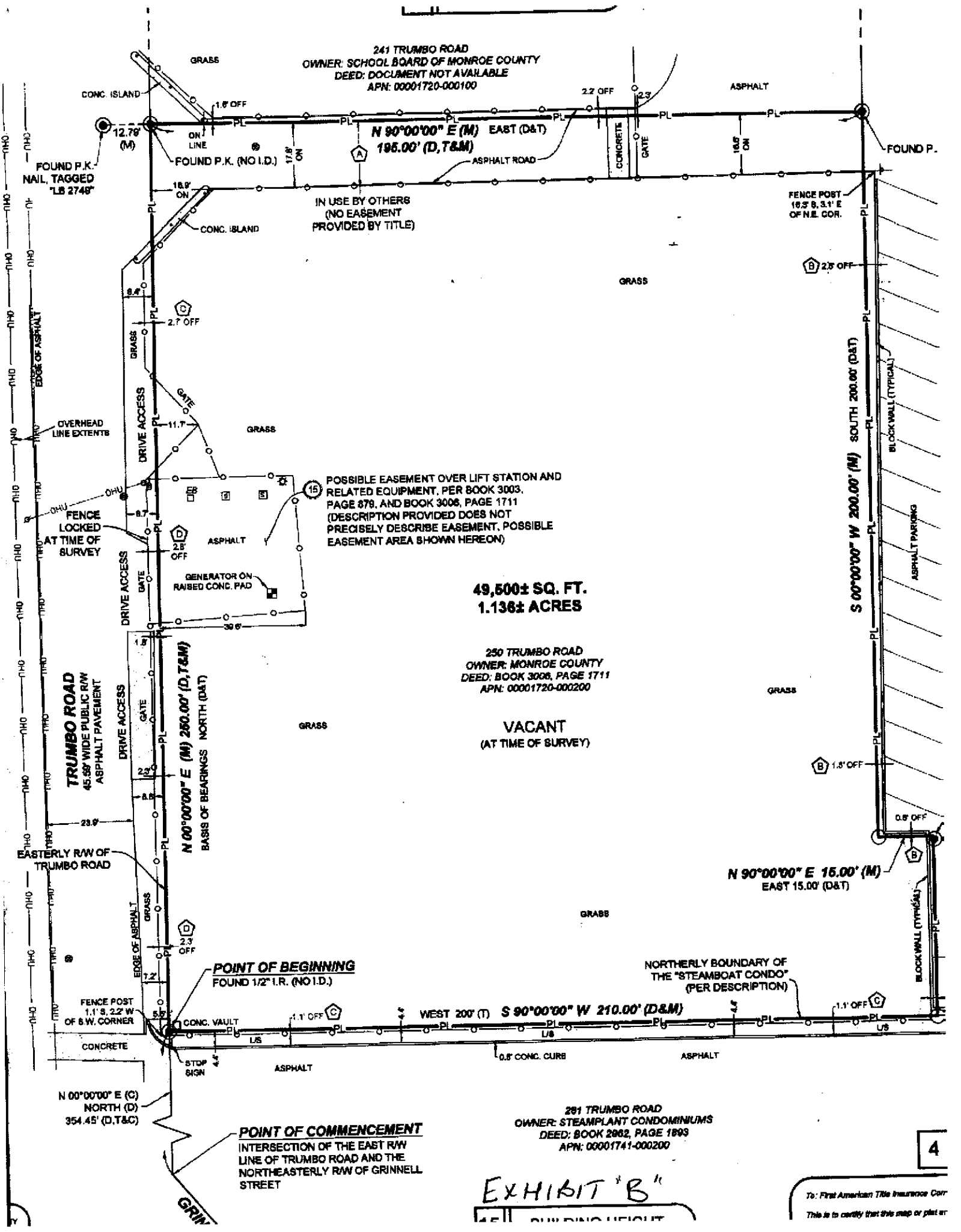



Notary Public
My Commission Expires: Oct. 13, 2025

A parcel of land lying in Section 31, Township 67 South, Range 25 East, Monroe County, Florida, being described as:

(POC) Commencing at the intersection of the East right-of-way line of Trumbo Road and the Northeasterly right-of-way line of Grinnell Street; thence run North along the East r/w line of Trumbo Road for a distance of 354.45 feet to the (POB) Point of Beginning; thence continue North along the Easterly right-of-way line of Trumbo Road for a distance of 250.00 feet; thence all at right angles, East for a distance of 195.00 feet; thence South for a distance of 200.00 feet; thence East for a distance of 15.00 feet; thence South for a distance of 50.00 feet; thence West along the Northerly boundary line of the "Steam Plant Condo" for a distance of 210.00 feet back to the East right-of-way line of Trumbo Road and (POB) the Point of Beginning.

EXHIBIT "A"



241 TRUMBO ROAD
 OWNER: SCHOOL BOARD OF MONROE COUNTY
 DEED: DOCUMENT NOT AVAILABLE
 APN: 00001720-000100

N 90°00'00" E (M) EAST (D&T)
 195.00' (D, T & M)

IN USE BY OTHERS
 (NO EASEMENT
 PROVIDED BY TITLE)

POSSIBLE EASEMENT OVER LIFT STATION AND
 RELATED EQUIPMENT, PER BOOK 3003,
 PAGE 879, AND BOOK 3006, PAGE 1711
 (DESCRIPTION PROVIDED DOES NOT
 PRECISELY DESCRIBE EASEMENT, POSSIBLE
 EASEMENT AREA SHOWN HEREON)

49,500± SQ. FT.
 1.136± ACRES

250 TRUMBO ROAD
 OWNER: MONROE COUNTY
 DEED: BOOK 3006, PAGE 1711
 APN: 00001720-000200

VACANT
 (AT TIME OF SURVEY)

281 TRUMBO ROAD
 OWNER: STEAMPLANT CONDOMINIUMS
 DEED: BOOK 2962, PAGE 1893
 APN: 00001741-000200

EXHIBIT "B"

To: First American Title Insurance Corp
 This is to certify that this map or plat is

Declaration of Affordable Housing Restrictions

Doc # 2250573 Bk# 3002 Pg# 336 Recorded 1/2/2020 at 4:05 PM Pages 8
Filed and Recorded in Official Records of MONROE COUNTY KEVIN MADOK
REC: \$69.50

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

DECLARATION OF AFFORDABLE HOUSING RESTRICTIONS

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

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

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

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

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

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

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

I. DEFINITIONS

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

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

II. TERM AND ENFORCEABILITY

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

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

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

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

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

III. DECLARATION OF RENTAL LIMITS

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

IV. OCCUPANCY, LEASING AND USE OF THE PROPERTY

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

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

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

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

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

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

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

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

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

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

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

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

V. DEFAULTS AND REMEDIES: ASSIGNMENT OF RENTS

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

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

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

VI. REQUIREMENTS FOR WRITTEN REPORTS FROM DECLARANT

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

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

VII. GENERAL PROVISIONS

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

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

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

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

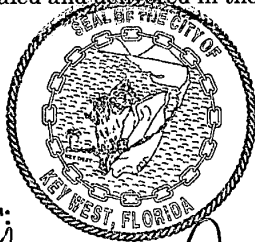
E. All notices required herein shall be sent by certified mail, return receipt requested, to the Declarant or subsequent property owner at the address of the Property and to the City or its designee at P.O. Box 1409, Key West, FL, 33041, or such other address that the City may subsequently provide in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

VIII. CONVERSION TO CONDOMINIUM FORM OF OWNERSHIP

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

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

Signed, sealed and delivered in the presence of:



(SEAL)

THE CITY OF KEY WEST FLORIDA,
a Florida Municipality

ATTEST:

By: Cheryl Smith
Cheryl Smith, City Clerk

By: Sam Kaufman
Vice Mayor Kaufman

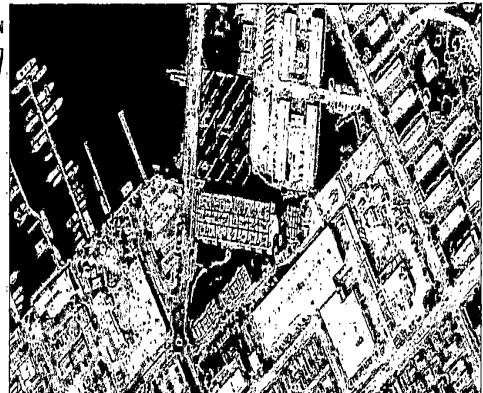
- ABBREVIATIONS:**
- A AIR
 - AC AIR CONDITIONER
 - BLDG. BUILDING
 - CB CATCH BASIN
 - CBR CONCRETE BLOCK, STUCCO
 - CH CHORD
 - CHR CHORD BEARING
 - COB CURB AND OUTLET
 - CLF CHAINLINK FENCE
 - CLR CLEAR
 - CONC CONCRETE
 - CP CONCRETE POST
 - D DEGREE
 - DELIA DELTA
 - DIP DUCTILE IRON PIPE
 - E EAST
 - ENR ENGINEERING BUSINESS NUMBER
 - ELEV ELEVATION
 - ELECT ELECTRIC
 - ENC ENCROACHMENT
 - EP EDGE OF PAVEMENT
 - FP FOUNDATION
 - FPL FLORIDA POWER AND LIGHT
 - FOU FOUND
 - FR FLOOR PIPE
 - L LENGTH
 - LI SURVEYOR BUSINESS NUMBER
 - M&R MEASUREMENT RECORD
 - MEAS MEASURED
 - MH MANHOLE
 - N NORTH
 - NO NUMBER
 - N&D N&D DISC
 - N&I N&I IDENTIFICATION NUMBER
 - ALTA NOT TO SCALE
 - OSD OVERHEAD SIGN
 - OE OVERHEAD ELECTRIC
 - OEB OFFICIAL RECORDS BOOK
 - O' MINUTE OR FEET
 - O" SECOND OR INCH
 - P PLAT
 - PAR PARALLEL
 - PL PLAT BOOK
 - PCC POINT OF COMPOUND CURVATURE
 - PC POINT OF CURVATURE
 - PZ PAZE
 - PL PLANTER
 - PLS PROFESSIONAL LAND SURVEYOR
 - PI POINT OF INTERSECTION
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - PT POINT OF TERMINATION
 - PRC POINT OF REVERSE CURVATURE
 - PSW PROFESSIONAL SURVEYOR AND MAPPER
 - R RADIUS OR RECORD
 - REG REGULAR
 - RNG RANGE
 - RLS REGISTERED LAND SURVEYOR
 - ROW RIGHT OF WAY
 - S SOUTH
 - SEC SECTION
 - STA STATION
 - SWK SIDEWALK
 - T TANGENT
 - TS SANITARY SEWER
 - TWP TOWNSHIP
 - W WEST
 - WI WITH
 - WF WOOD FENCE
 - WM WATER METER
 - WV WATER VALVE
 - ZW ZURWELLE-WHITTAKER, INC.

SURVEYOR'S NOTES:

1. EXAMINATION OF THE ABSTRACT OF THE TITLE WILL HAVE TO BE MADE TO DETERMINE RECORD INSTRUMENTS IF ANY, AFFECTING THE PROPERTY.
2. LOCATION AND IDENTIFICATION OF UNDERGROUND ENCROACHMENTS OR UTILITIES ON ADJACENT TO THE PROPERTY WERE NOT SECURED AS SUCH INFORMATION WAS NOT REQUESTED.
3. NO SEARCH OF PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE FOR ACCURACY AND OR OMISSIONS.
4. THIS CERTIFICATION IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATION OF TITLE, ZONING, EASEMENTS, OR FREEDOM FROM ENCUMBRANCES. TITLE ABSTRACTS NOT REQUESTED.
5. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
6. THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF ENTITIES NAMED HEREON AND THE CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTY.
7. DIMENSIONS, BEARINGS OR ANGLES INDICATED HEREON ARE MEASURED AND ARE THE SAME AS PLAT VALUES UNLESS OTHERWISE INDICATED. BEARINGS ARE BASED ON SHOWN PLAT VALUES IF ANY OR AN ASSUMED VALUE.
8. ALL RIGHTS OF WAY SHOWN ARE PUBLIC UNLESS OTHERWISE NOTED.
9. UTILITY FACILITIES WITH UTILITY EASEMENTS NOT NOTED AS VIOLATIONS, DRIVEWAYS OR PORTIONS THEREOF WITHIN ROADWAYS NOT NOTED AS VIOLATIONS OR ENCROACHMENTS.
10. THE LEGAL DESCRIPTION WAS FURNISHED BY THE CLIENT.
11. THIS DRAWING IS PROPERTY OF ZURWELLE-WHITTAKER, INC. AND CANNOT BE REPRODUCED WITHOUT WRITTEN CONSENT.
12. THE ELEVATION INFORMATION SHOWN HEREON (IF ANY) IS RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM (NGVD), OF 1929 UNLESS OTHERWISE NOTED.
13. BENCHMARK USED: 7858 BENCHMARK (P.P. USES BENCHMARK 7858).
14. COORDINATES SHOWN ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 AS BASED ON THE STATE OF FLORIDA'S D.O.T. FLORIDA PERMANENT REFERENCE NETWORK (P.P.R.N.) A GEODESIC REFERENCE NETWORK. BASE STATION USED: PLUM KEY WEST STATION.
15. COORDINATE CONVERSIONS IF ANY HAVE BEEN CONDUCTED USING COPSON WERSON & CO., FROM U.S. ARMY CORPS OF ENGINEERS, ALEXANDRIA, VIRGINIA.
16. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL PROFESSIONAL SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER, THIS DRAWING, SPECIFIC PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
17. ACCURACY OF HORIZONTAL CONTROL FOR EXPECTED USE OF LAND AS DEFINED BY (S-17) THE FIELD MEASUREMENTS VERIFIED BY CALCULATIONS OF A CLOSED GEOMETRIC FIGURE BASED UPON FIELD INFORMATION TAKEN IN THE FIELD BY TOTAL STATION AND OR GPS.

X COMMERCIAL HIGH RISE LINEAR: 1 FOOT IN 10,000 FEET
 SUBURBAN LINEAR: 1 FOOT IN 2,500 FEET
 RURAL LINEAR: 1 FOOT IN 500 FEET

LOCATION MAP (N.T.S.)



LEGAL DESCRIPTION:

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

(P.O.C.) COMMENCING AT THE INTERSECTIONS OF THE EAST RIGHT-OF-WAY LINE OF TRUMBO ROAD AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GRINNELL STREET; THENCE RUN NORTH ALONG THE EAST RW LINE OF TRUMBO ROAD FOR A DISTANCE OF 354.45 FEET TO THE (P.O.B) POINT OF BEGINNING; THENCE CONTINUE NORTH ALONG THE EASTERLY RIGHT-OF-WAY LINE OF TRUMBO ROAD FOR A DISTANCE OF 250.00 FEET; THENCE ALL AT RIGHT ANGLES EAST FOR A DISTANCE OF 195.00 FEET; THENCE SOUTH FOR A DISTANCE OF 200.00 FEET; THENCE EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH FOR A DISTANCE OF 50.00; THENCE WEST ALONG THE NORTHERLY BOUNDARY LINE OF THE 'STEAMPLANT CONDO' FOR A DISTANCE OF 200.00 FEET BACK TO THE EAST RIGHT-OF-WAY LINE OF TRUMBO ROAD AND (P.O.B) THE POINT OF BEGINNING.

BENCHMARK INFORMATION:

1. National Geodetic Survey, Reference Data = JULY 15, 2018

AN0002 TIDAL BM - This is a Tidal Benchmark
 AN0002 DEGRADATION - TOTAL 23.24 IN 90
 AN0002 PD - ADJUSTED
 AN0002 STATE COUNTRY - FLORIDA
 AN0002 COUNTRY - US
 AN0002 LEGS QUAD - KEY WEST (1971)
 AN0002 SURVEY CONTROL - CURRENT SURVEY CONTROL
 AN0002 NAVD 83 (1983) POSITION - 21 32 00 (N) 081 48 53 (W) SCALED:
 AN0002 NAVD 83 ORTHO HEIGHT - 0.562 (metres) 1.85 (feet) ADJUSTED
 AN0002
 AN0002 GEOD HEIGHT - -21.727 (metres) GEOD103
 AN0002 DYNAMIC HEIGHT - 0.562 (metres) 1.84 (feet) COMP
 AN0002 MODELED ORTHO - 178.294 (metres) NAVD 83
 AN0002 BEST ORDER - FIRST CLASS
 AN0002 SUPERSEDED SURVEY CONTROL
 AN0002 NAVD 83 (1983) 0.87 (m) 2.8 (ft) COMPUTED 12

SURVEYOR'S NOTE:

DRAWING SCALE 1"= 20' SHEET SIZE 24"x36"

ALL INTERIOR PROPERTY ANGLES ARE 90° UNLESS OTHERWISE NOTED

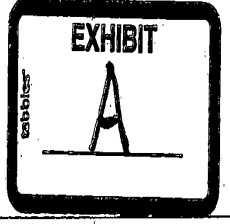
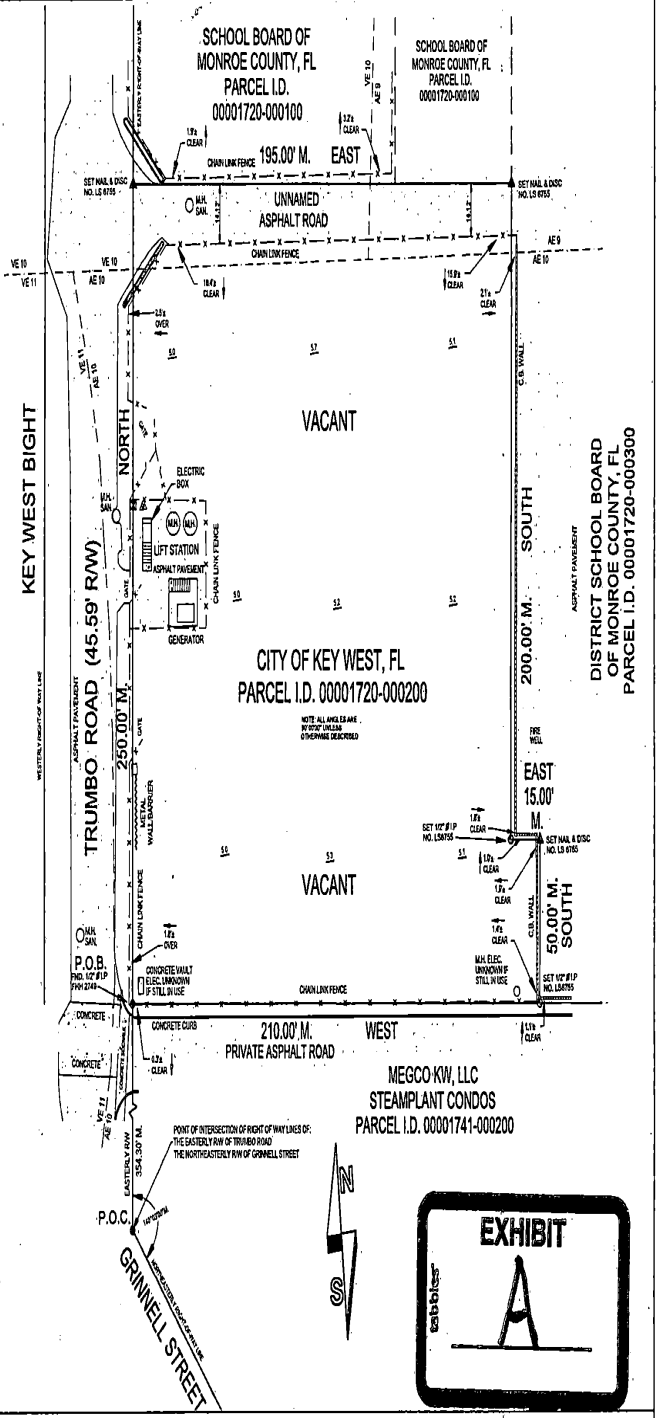
FLOOD INFORMATION:

COMMUNITY NUMBER : 125129
 FIRM NUMBER : 22097C1500
 DATE OF FIRM : 02-18-2005
 FIRM NAME : JAEVEE
 BASE FLOOD ELEVATION : 6.0' @ VE 10
 SEE SURVEY FOR DETAILS

FIELD WORK INFORMATION:

DATE FIELD WORK : 07-05-2019
 DATE DRAWING : 07-12-2019
 DATE CHECKED AND SCALED : 07-15-2019
 REVISION FIELD SURVEY : N/A

- SYMBOL LEGEND:**
- ☆ LIGHT POLE
 - ☐ WOOD POLE
 - ⊖ ELECTRIC BOX
 - ⊖ TRAFFIC SIGNAL BOX
 - ⊖ FIRE HYDRANT
 - ⊖ OTHER ENCUMBRANCE
 - ⊖ BASH
 - ⊖ WATER METER
 - ⊖ SIGN
 - ⊖ TELEPHONE BOX
 - ⊖ WATER VALVE
 - ⊖ ELEVATIONS
 - ⊖ TRAFFIC LANE FLW
 - ⊖ CENTER LINE
 - ⊖ MONUMENT LINE
 - ⊖ DIAMETER



MONROE COUNTY SURVEYING & MAPPING, INC.
 SURVEYORS & MAPPERS, CIVIL ENGINEERS
 A DIVISION OF ZURWELLE-WHITTAKER, INC. (ESTAB. 1926)
 1100 TRUMAN AVENUE, KEY WEST, FL 33401
 PH: (786) 235-4668 OR (305) 288-4668 FAX (305) 231-6889
 WWW.WSMA.COM
 MEMBER: FLORIDA LAND SURVEYORS COUNCIL, FLORIDA SURVEYING AND MAPPING SOCIETY

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

Eddie A. Martinez
 PROFESSIONAL SURVEYOR AND MAPPER NO. 14025
 STATE OF FLORIDA

JOB NO.	DRAWN	REVISIONS
N/A	DRF	
FIELD BOOK	FILE	REVISION
	EAM	
SCALE:	SHEET NO.	
1" = 20'	1 OF 1	

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED "BOUNDARY SURVEY" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE SURVEYER KEPT TO THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 541, FLORIDA STATUTES THROUGH THE CODE PURSUANT TO SECTION 475.247, ALSO THAT THERE ARE NO VISIBLE ENCUMBRANCES OTHER THAN SHOWN HEREON.

LEAD FILE
 (Use MS Word) (Save As) (Save) (Print) (Exit) (Close) (Quit) (Exit) (Close) (Quit)

RESOLUTION NO. 19-295

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED "KEYS OVERNIGHT TEMPORARY SHELTER (KOTS) AND ESSENTIAL GOVERNMENTAL EMPLOYEE HOUSING INTERLOCAL AGREEMENT" BETWEEN MONROE COUNTY AND THE CITY OF KEY WEST, FLORIDA; PROVIDING THAT DOCUMENTS FOR THE FORMAL TRANSFER OF PROPERTY WILL BE BROUGHT TO THE COMMISSION FOR FINAL APPROVAL; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Key West ("City") and Monroe County ("County") intend to enter into the attached interlocal agreement to allow the City to acquire a permanent site for the construction of a new Keys Overnight Temporary Shelter (KOTS), and in exchange for the County's acquisition of land for the construction of essential governmental employee housing; and

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

Section 1: That the attached "Keys Overnight Temporary Shelter (KOTS) and Essential Governmental Employee Housing Interlocal Agreement" between Monroe County and the City of Key West is hereby approved.

Section 2: That documents to effect the formal transfer of property between the City and the County will be brought before the City Commission for final review/approval.

Section 3: 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 17th day of September, 2019.

Authenticated by the Presiding Officer and Clerk of the Commission on 17th day of September, 2019.

Filed with the Clerk on September 18, 2019.

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



SAM, KAUFMAN, VICE MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

POST OFFICE BOX 1409
KEY WEST, FL 33041-1409
WWW.KEYWESTCITY.COM

EXECUTIVE SUMMARY

To: The City Commission for the City of Key West

From: James K. Scholl, City Manager

By: George B. Wallace, Assistant City Attorney

Date: August 30, 2019

RE: Proposed Interlocal Agreement between Monroe County and the City of Key West providing a long-term solution to the location of the current KOTS facility and providing the County with City Owned property for the construction of affordable housing designed to meet the needs of the Monroe County Sheriff's Department's employees and other first responder personnel.

Action statement:

Approve an Interlocal Agreement providing a long-term solution to the KOTS facility in exchange for deeding current City property to Monroe County for the construction of affordable housing for the Monroe County Sheriff's Department.

Background

Since 2004 the County has provided the City with land for the operation of KOTS which is located adjacent to, or constituting a portion of, the County property on which the Sheriff's Office is located. In 2017 The County voted to require the City to vacate the current premises no later than September 27, 2019. The County's request was stimulated by the Monroe County Sheriff's desire to utilize the property for potential affordable

housing needs of the Sheriff's employees. After extensive meetings between representatives on the County Commission, City Commission, City County and Sheriff's department management teams, the legal departments of all of the agencies as well as other interested parties the proposed Interlocal Agreement is being presented to provide a long- term solution to location of an overnight shelter facility for the homeless as well as a location for affordable housing for the Sheriff's Office employees.

If approved the following would occur:

-
1. The City will deed the property located at 250 Trumbo Road to the County subject to a Restrictive Covenant requiring the property be used for affordable housing pursuant to the City's Affordable Housing ordinances. The deed will contain a reverter clause returning the property to the City should the County cease the use of the property for Affordable Housing. The pending zoning modification for the property will allow up to 40 units be placed on the property subject to design limitations.
 2. The City will acquire the use of an expanded area of the County property for 99 years or until the City can legally acquire the property by referendum or Charter amendment in the future. Any future conveyance of the property to the City would also contain a reverter clause should the City cease operation of a homeless shelter on the site. The City would be allowed to convert the use of the property for affordable housing without triggering the reverter clause. A "NEW KOTS" facility will be constructed by the City as soon as funding is available which will be located deeper into the property in order to lesson the impact of NEW KOTS on neighboring properties. Both parties will seek clarification or modification of Section 380.0666 Florida Statutes clarifying that Land Authority funds could be a source of needed funding should the respective governing bodies of the City and County desire to use that approach.
 3. There are various other detailed descriptions of the operation of NEW KOTS and other negotiated terms in the agreement.
-

Funding considerations:

The cost to the City of approving the agreement is the nominal cost of recording proper documents estimated to be less than \$100.00.

Recommendation:

To approve the Interlocal Agreement as presented and execute, deliver and record as necessary property conveyance and restrictive document.

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

Doc # 2250573 Bk# 3002 Pg# 336
Recorded 1/2/2020 4:05 PM Page 1 of 8

Filed and Recorded in Official Records of
MONROE COUNTY KEVIN MADOK, CPA

DECLARATION OF AFFORDABLE HOUSING RESTRICTIONS

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

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

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

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

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

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

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

I. DEFINITIONS

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

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

II. TERM AND ENFORCEABILITY

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

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

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

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

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

III. DECLARATION OF RENTAL LIMITS

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

IV. OCCUPANCY, LEASING AND USE OF THE PROPERTY

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

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

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

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

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

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

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

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

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

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

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

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

V. DEFAULTS AND REMEDIES: ASSIGNMENT OF RENTS

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

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

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

VI. REQUIREMENTS FOR WRITTEN REPORTS FROM DECLARANT

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

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

VII. GENERAL PROVISIONS

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

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

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

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

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

VIII. CONVERSION TO CONDOMINIUM FORM OF OWNERSHIP

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

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

Signed, sealed and delivered in the presence of:



**THE CITY OF KEY WEST FLORIDA,
a Florida Municipality**

(SEAL)

ATTEST:

By: Cheryl Smith By: Samuel Kaufman
Cheryl Smith, City Clerk Vice Mayor Kaufman

Boundary Survey

ABBREVIATIONS:

A	ARC
ARC	ARC
BLD	BUILDING
CB	CATCH BASIN
CSB	CONCRETE BLOCK STUCCO
CH	CHORD
CHBR	CHORD BEARING
CAG	CURB AND GUTTER
CJF	CHAIN LINK FENCE
CL	CLEAR
CONC	CONCRETE
CP	CONCRETE POST
CG	CONCRETE
D	DELTA
DIP	DUCTILE IRON PIPE
E	EAST
EB	ENGINEERING BUSINESS NUMBER
ELEV	ELEVATION
ELEC	ELECTRIC
ENC	ENCROACHMENT
EP	EDGE OF PAVEMENT
FP	FOUND IRON PIPE
FPL	FLORIDA POWER AND LIGHT
FND	FOUND
FS	IRON PIPE
L	LENGTH
LS	LAND SURVEY BUSINESS NUMBER
M & R	MEASURED AND RECORD
MEAS	MEASURED
MH	MANHOLE
N	NORTH
NO	NUMBER
N & DBC	NAIL AND DIB
NO ID	NO IDENTIFICATION NUMBER
N.T.S.	NOT TO SCALE
OA	OBSERVED ANGLE
OE	OVERHEAD ELECTRIC
OE	OVERHEAD ELECTRIC
ORB	OFFICIAL RECORD BOOK
O'	ORIGIN
P	POINT
PAV	PAVEMENT
PI	PLAT BOOK
PCC	POINT OF COMPOUND CURVATURE
PC	POINT OF CURVATURE
PI	PLANTER
PLS	PROFESSIONAL LAND SURVEYOR
PI	POINT OF INTERSECTION
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PT	POINT OF TERMINATION
PRC	POINT OF REVERSE CURVATURE
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R	RADIUS OR RECORD
REG	REGULAR
RNG	RANGE
RLO	REGISTERED LAND SURVEYOR
RW	RIGHT OF WAY
S	SOUTH
RE	RECTION
STA	STATION
SWK	SEWER
T	TANGENT
SS	SANITARY SEWER
TWP	TOWNSHIP
W	WEST
WF	WOOD FENCE
WM	WATER METER
WV	WATER VALVE
ZW	ZURWELLE-WHITTAKER, INC.

SURVEYOR'S NOTES:

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

X COMMERCIAL/HIGH RISK LINEAR: 1 FOOT IN 10,000 FEET
 — RURAL LINEAR: 1 FOOT IN 5,000 FEET

LOCATION MAP (N.T.S.)



LEGAL DESCRIPTION:

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

(POC) COMMENCING AT THE INTERSECTIONS OF THE EAST RIGHT-OF-WAY LINE OF TRUMBO ROAD AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GRINNELL STREET; THENCE RUN NORTH ALONG THE EAST RW LINE OF TRUMBO ROAD FOR A DISTANCE OF 354.45 FEET TO THE (POB) POINT OF BEGINNING; THENCE CONTINUE NORTH ALONG THE EASTERLY RIGHT-OF-WAY LINE OF TRUMBO ROAD FOR A DISTANCE OF 250.00 FEET; THENCE ALL AT RIGHT ANGLES, EAST FOR A DISTANCE OF 195.00 FEET; THENCE SOUTH FOR A DISTANCE OF 200.00 FEET; THENCE EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH FOR A DISTANCE OF 50.00, THENCE WEST ALONG THE NORTHERLY BOUNDARY LINE OF THE "STEAMPLANT CONDO" FOR A DISTANCE OF 200.00 FEET BACK TO THE EAST RIGHT-OF-WAY LINE OF TRUMBO ROAD AND (POB) THE POINT OF BEGINNING.

BENCHMARK INFORMATION:

1. National Geodetic Survey, Retrievial Date - JULY 15, 2019

AA0002	TIDAL BM - This is a Tidal Bench Mark
AA0002	DEGRADATION - TIDAL 23 STA 8 90
AA0002	PID - AA0002
AA0002	STATE/COUNTY - FL/MONROE
AA0002	COUNTRY - US
AA0002	USGS QUAD - KEY WEST (1971)
AA0002	"CURRENT SURVEY CONTROL"
AA0002	NAD 83(1983) POSITION- 24 33 60. (N) 061 48 13. (W) SCALED
AA0002	NAD83 ORTHO HEIGHT - 0.563 (meters) 1.86 (ft) ADJUSTED
AA0002	GEOD HEIGHT - -21.727 (meters) GEOD12B
AA0002	DYNAMIC HEIGHT - 0.562 (meters) 1.84 (ft) COMP
AA0002	MOBILED QUANTITY - 976.864 (ppm) NAD83
AA0002	VERT ORDER - FIRST CLASS II
AA0002	SURVEYED SURVEY CONTROL
AA0002	NVD 20 (1997/98) 0.87 (m) 3.2 (ft) COMPUTED 12

SURVEYORS NOTE:

DRAWING SCALE 1"= 20' SHEET SIZE 24"x36"

ALL INTERIOR PROPERTY ANGLES ARE 90° UNLESS OTHERWISE NOTED

FLOOD INFORMATION:

COMMUNITY NUMBER : 12512B
 FIRM NUMBER : 12097C150B
 SURF : K
 DATE OF FIRM : 02-18-2005
 FIRM ZONE : AE-1/VE-1/VE-1
 BASE FLOOD ELEVATION : SEE SURVEY FOR DETAILS

FIELD WORK INFORMATION:

DATE FIELD WORK : 07-03-2019
 DATE DRAFTING : 07-12-2019
 DATE INKED AND SEALED : 07-19-2019
 REVISED FIELD SURVEY : N/A

SYMBOL LEGEND:

Light Pole	Iron
Wood Pole	Telephone Box
Electric Box	Water Valve
Traffic Signal Box	Elevations
Fire Hydrant	Traffic Lane Flow
Storm Sewer Catch Basin	Center Line
Water Meter	Monument Line
	Diameter

ZURWELLE-WHITTAKER, INC.
 SURVEYORS & MAPPERS, CIVIL ENGINEERS
 A DIVISION OF ZURWELLE-WHITTAKER, INC (EST. 1928)
 1103 TRUMAN AVENUE, KEY WEST, FL 33040
 PH: (786) 325-8666 OR (305) 263-0466 FAX (305) 531-4586
 WWW.MCSMCO.COM
 MEMBER: FLORIDA LAND SURVEYORS' COUNCIL, FLORIDA SURVEYING AND MAPPING SOCIETY

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

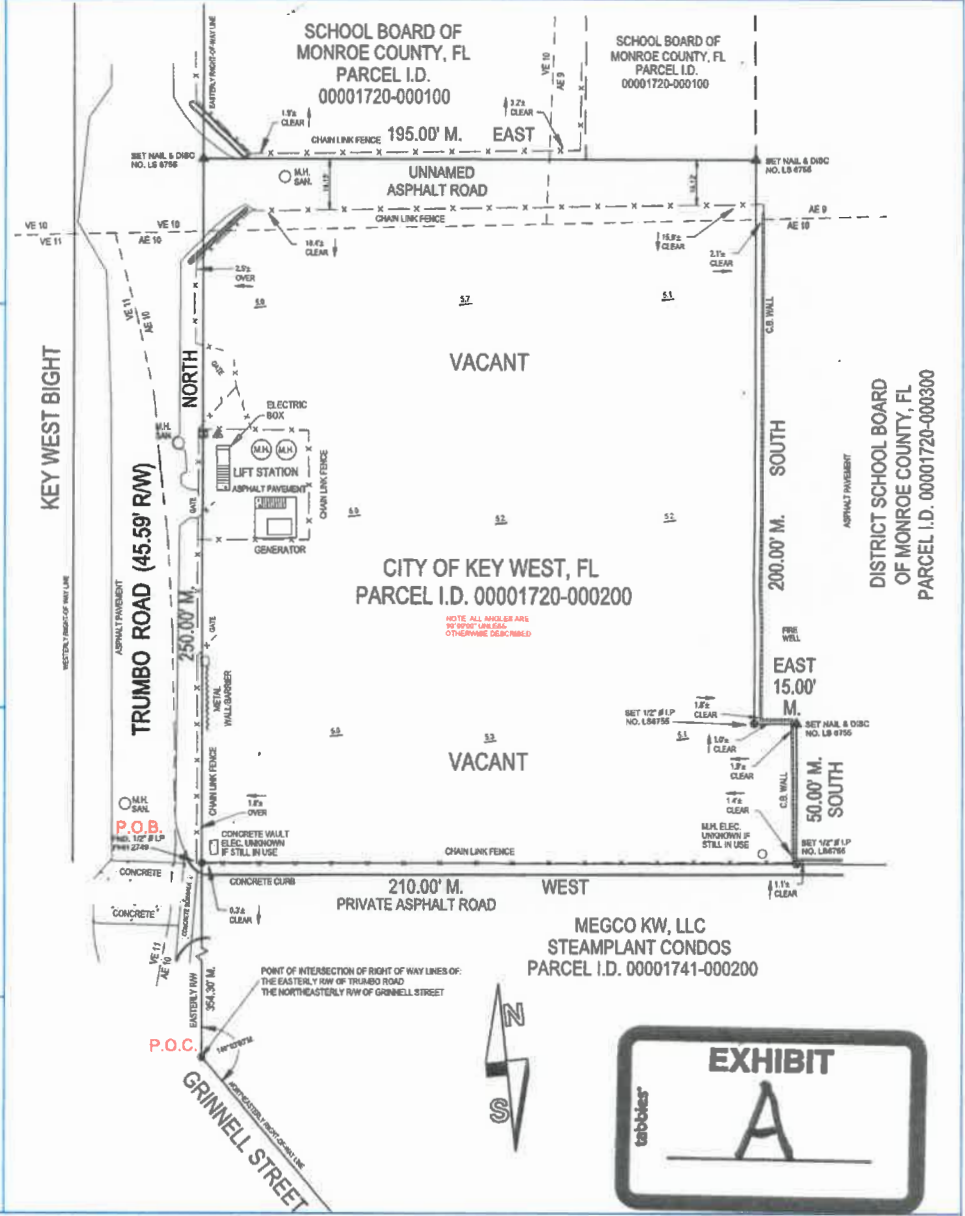
Eddie A. Martinez
 PROFESSIONAL SURVEYOR AND MAPPER NO. L8176
 STATE OF FLORIDA

JOB NO.	N/A
DRAWN:	DRF
REVISIONS:	
FIELD BOOK:	FILE
REVISOR:	SAM
SCALE:	1"= 20'
SHEET NO.:	1 OF 1

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED "BOUNDARY SURVEY" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 8A-7, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 476.07. ALSO THAT THERE ARE NO VISIBLE ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON.

DATE: 07/19/2019



Interlocal Agreement

**KEYS OVERNIGHT TEMPORARY SHELTER (KOTS) AND ESSENTIAL
GOVERNMENTAL EMPLOYEE HOUSING
INTERLOCAL AGREEMENT**

This Agreement is made and entered into by MONROE COUNTY, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL, 33040, ("COUNTY"), and the CITY of Key West, a municipal corporation of the State of Florida, whose address is 1300 White Street, Key West, Florida 33040 (the "CITY").

WHEREAS, the COUNTY, in general, and the CITY of Key West, specifically, have a significant population of homeless people; and

WHEREAS, CITY and COUNTY have determined that this agreement is in the best interests of the public; and

WHEREAS, the COUNTY owns a parcel of land situated on North Stock Island that includes the Premises used hereunder and more particularly described in Exhibit "A"; and

WHEREAS, the CITY has operated a homeless shelter known as the Keys Overnight Temporary Shelter ("KOTS") on COUNTY owned property designated for use by the MONROE COUNTY SHERIFF ("SHERIFF") as his headquarters and main jail since 2004; and

WHEREAS, the County assisted the City's operation of KOTS by providing land and payment of certain utilities since 2004; and

WHEREAS, the CITY has requested that KOTS remain on the COUNTY property that also serves as the Headquarters for the SHERIFF and the County Jail; and

WHEREAS, Monroe County Sheriff's Office ("SHERIFF"), finds it difficult to recruit and retain personnel due to the high cost of living in Monroe County; and

WHEREAS, on September 27, 2017, the Sheriff requested authorization from the County to build approximately 30 units of housing for his employees on the current site of KOTS; and

WHEREAS, on September 27, 2017, the COUNTY authorized staff to begin working with the CITY to develop the property where KOTS is currently located to build employee housing for the SHERIFF; and

WHEREAS, on September 27, 2017, the County Commission voted to advise the City that it had one year to vacate the premises of the current KOTS facility; and

WHEREAS, on July 18, 2018, the County Commission voted to extend the deadline for the City to vacate the premises until September 27, 2019; and

WHEREAS, the CITY has identified a parcel of CITY owned land on Trumbo Road on which the contemplated units of housing for Sheriff's employees can be built; and

WHEREAS, the City has represented to the COUNTY and the SHERIFF that the Trumbo property is in the process of being re-zoned to be eligible for constructing approximately 40 units of affordable housing under the CITY's Land Development Code and Comprehensive Plan; and.

WHEREAS, the parties agree that a land swap is the best mechanism to ensure each governmental entity of its ability to achieve its mutual goals of building a new KOTS facility on a suitable location and creating at least 30 units of affordable housing for the Sheriff's employees; and

WHEREAS, by approving this agreement, the County Commission rescinds all prior votes to direct the City to vacate the County's property current KOTS location; and

WHEREAS, CITY has agreed to bear the costs of construction of the "NEW KOTS" facility and the County has agreed to bear the costs of removing its sheds from the subject parcel in order to provide the City a site that is ready for the City to build upon; and

WHEREAS, Section 7.03(a) of the City Charter authorizes the City to convey City owned property to the County without a referendum; and

WHEREAS, Section 1.08 of the City Charter currently requires approval of the voters by referendum for acquisition of real property by any means; and

WHEREAS, the parties desire to enter into an interlocal agreement that would permit the CITY to use a portion of the COUNTY's Premises as a homeless persons safe zone commonly referred to as KOTS until such time as the City can formally accept conveyance of that portion of property from the County in exchange for a conveyance of the Trumbo property to the COUNTY for use as an affordable housing site for Sheriff's office and other public employees.

NOW, THEREFORE IT IS AGREED:

1. **PROPERTY**. The properties covered by this agreement include the following parcels:
 - A. "NEW KOTS" – a parcel of land shown on Exhibit A that is a portion of the parcel where the Monroe County Detention Center and Monroe County Sheriff's Headquarters Building is located.
 - B. "Trumbo Road" – the approximately 1.1 acre of vacant land on Trumbo Road that has a current street address of 250 Trumbo Road, Key West, and parcel number 00001720-000200.

The COUNTY agrees to lease to the CITY for its exclusive use the land designated as "NEW KOTS", hereafter "the Premises," as shown on Exhibit "A," which shall be made available to CITY in a scarified condition free of any existing utility installations or other structures. (Existing City improvements excluded.)

2. **DESIGN AND CONSTRUCTION.** The parties to this Agreement will work together to design and build at CITY'S sole expense the NEW KOTS facility taking into consideration the concerns of neighboring property owners and will design a staging area and adequate screening and landscaping so as to minimize visual or noise impacts on the neighboring properties.

The parties agree that the NEW KOTS facility will be completely fenced and have two gated entrances referred to as a main entrance and a service entrance. Both gated entrances are depicted on Exhibit A. The service entrance shall not be used by KOTS clients or staff except for deliveries or emergencies.

3. **SEQUENCE OF ACTIONS.**

A. Within 90 days of the effective date of this agreement, the CITY shall deed the Trumbo Property to the County free of all liens and encumbrances, in a form acceptable to the County Attorney. The deed shall contain a reversionary clause in favor of the City should the County abandon its intended use as affordable housing for the Sheriff and other public employees. The City's failure to convey the Trumbo property within 90 days of the effective date of this agreement, shall render the agreement void at the discretion of County. Prior to the conveyance the City shall record a Declaration of Restriction restricting the use of the property, in perpetuity, to workforce affordable housing as defined in Section 122-1465 through 122-122-1472 of the Land Development Regulations of the City.

B. Within 90 days of the effective date of this agreement,

a. The COUNTY shall relocate the existing county-owned storage sheds and related infrastructure that currently exists on the site of the NEW KOTS property depicted in Exhibit A so that the site is suitable for building the NEW KOTS facility. The COUNTY anticipates that it will require no more than six weeks to provide a site that is ready for construction of the NEW KOTS facility.

b. Contemporaneously with or prior to the COUNTY's efforts to clear the site for the NEW KOTS facility, the CITY may commence or complete the design and permitting process for constructing the NEW KOTS. The City shall provide the COUNTY and SHERIFF an opportunity to review and provide input prior to submitting the plans for approval by the City's building and planning departments.

- c. The COUNTY may begin the design and permitting process for constructing the affordable housing units on the Trumbo property independent of the design, permitting, and construction of the NEW KOTS facility on the jail property.
- C. The CITY shall continue to operate the existing KOTS until the NEW KOTS facility is opened and occupied. CITY shall make every reasonable effort to construct the NEW KOTS facility within 36 months of the final execution of this agreement. Both parties acknowledge budgetary funding hurdles remain to be overcome for the construction of NEW KOTS. The parties agree to jointly seek a legislative change to F.S. 380.0666 to insert language that would clearly authorize the use of Land Authority funds to aid in the cost of construction of the NEW KOTS facility.
- D. Within 60 days of the occupancy of NEW KOTS by the CITY, the CITY shall demolish the old KOTS facility.
- E. To the extent allowed by law, the COUNTY agrees to convey the NEW KOTS property to the CITY upon demand when the CITY is legally permitted to take title with or without a referendum, free of any liens and encumbrances in a form acceptable to the City Attorney. The deed shall contain a reversionary clause in favor of the County should the CITY abandon use of the property as a homeless shelter or a site for the construction of affordable housing should CITY determine not to continue to provide a homeless shelter at the NEW KOTS location

4. **TERM.** Subject to and upon the terms and conditions set forth herein, this Agreement shall continue in force for a term of 99 years commencing as of the 18th day of September 2019 and ending on the 17th day of September, 2118. Should the City acquire ownership of the NEW KOTS property subsequent to the County obtaining ownership of the Trumbo property, the parties will re-evaluate the continuing need for any portions of this agreement at the request of either party.

5 **USE AND CONDITIONS DURING THE LEASEHOLD PERIOD.**

- A. The Premises shall be used for the purposes of providing a homeless safe zone and provision of related services as determined by CITY. No signs of any kind shall be permitted except within the footprint of the Premises. If the Premises are used for any other purpose, the COUNTY shall have the option of immediately terminating this Agreement. The CITY shall not permit any use of the Premises in any manner that would obstruct or interfere with any COUNTY functions and duties.
- B. The CITY will further use and occupy the Premises in a careful and proper manner, and not commit any waste thereon. The CITY shall not cause, or allow to be caused, any objectionable activity of any nature on the Premises. Any

activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any State or Federal laws or regulations or as those terms are understood in common usage, are specifically prohibited. The CITY shall not use or occupy the Premises for any unlawful purpose and will, at the CITY's sole cost and expense, conform to and obey any present or future ordinance and/or rules, regulations, requirements and orders of governmental authorities or agencies respecting the use and occupation of the Premises.

- C. The CITY shall establish a "No Smoking" zone for that portion of the Premises which is adjacent to the Sheriff's Office propane tanks, according to the requirements of the Fire Marshals of the COUNTY and the CITY. This "No Smoking" zone shall be strictly enforced by the CITY.
- D. The CITY shall, through its agents and employees, prevent the unauthorized use of the Premises or the common areas, or any use thereof not in conformance with this Agreement. The CITY shall not permit the Premises to be used or occupied in any manner that will violate any laws or regulations of any applicable governmental authority or entity.
- E. The CITY, its officers, employees, agents, contractors, volunteers, and invitees shall have the same rights of ingress and egress along the right-of-way routes to the Premises as do other members of the general public. The CITY shall be responsible for ensuring that these common ways of ingress and egress are used by their officers, employees, agents, contractors, volunteers, and invitees in a reasonable and orderly manner, in cooperation with all other occupants and their officers, employees, agents and invitees. The CITY shall conduct itself and will cause its officers, employees, agents, and invitees to conduct themselves with full regard for the rights, convenience, and welfare of all other users of the public property of which the Premises is a sub-part.
- F. Unless otherwise agreed by separate agreement or amendment to this interlocal agreement, the CITY or its authorized designee shall be solely responsible for operating the homeless safe zone, including all maintenance, security, enforcement of rules and regulations, programs, transportation and any and all other aspects of operations.

6. **RENT.** Until such time as the City lawfully takes title to the NEW KOTS property, the CITY must pay the COUNTY the sum of ten dollars (\$10.00) per year, due on the first day of the contract year, payable in advance and remitted to the Monroe County Clerk's Office, 500 Whitehead Street, Key West, FL 33040.

7 **UTILITIES.** The CITY shall be provided \$5,000.00 a year for water, electrical and sewerage utilities at the Premises, by the COUNTY. Any other utilities, such as telephone or cable television, shall be provided, if at all, at the expense of the CITY. CITY shall be responsible for paying any and all costs of utility connection fees, impact fees, effluent

discharge units, or any other costs associated with the placement of utility infrastructure to provide utility services to the Premises.

8 **ALTERATIONS AND IMPROVEMENTS:**

- A. Until such time as the CITY takes title to the Premises, no structure or improvements of any kind, whether temporary or permanent, shall be placed upon the land without prior approval in writing by the COUNTY's Administrator (which shall not be unreasonably withheld), a building permit issued by CITY and any permits required by law by any other agency, federal or state. Any such structure or improvements shall be constructed in a good and workmanlike manner. The CITY shall be solely responsible for obtaining all necessary permits and paying impact fees required by any agency and any connection fees required by any utility.
- B. Portable or temporary advertising signs are prohibited.
- C. Upon occupancy of the NEW KOTS facility, the CITY shall demolish the existing facility at its own expense.

9 **MECHANIC'S LIENS.** The CITY shall not permit any mechanic's lien or liens to be placed on the Premises or on improvements on it. If a mechanic's lien is filed, it shall be the sole responsibility of the CITY or its officer, employee, agent, contractor or other representative causing the lien to be filed to discharge the lien and to hold harmless and defend the Department of Juvenile Justice, Monroe County Sheriff's Office, and Monroe County against enforcement of such lien. Pursuant to Section 713.01, Florida Statutes, the liens authorized in Chapter 713, Florida Statutes, do not apply to the COUNTY.

10 **RECORDS – ACCESS AND AUDITS.** The CITY shall maintain adequate and complete records for a period of four years after termination of this Agreement or as otherwise provided by law. The COUNTY, its officers, employees, agents and contractors shall have access to the CITY's books, records, and documents related to this Agreement upon request. The access to and inspection of such books, records, and documents by the COUNTY shall occur at any reasonable time.

11 **RELATIONSHIP OF PARTIES.** The CITY is and shall be an independent contractor and not an agent or servant of the COUNTY. The CITY shall exercise control, direction, and supervision over the means and manner that its personnel, contractors and volunteers perform the work for which purpose this Agreement is entered. The CITY shall have no authority whatsoever to act on behalf and/or as agent for the COUNTY in any promise, agreement or representation other than specifically provided for in this Agreement. The COUNTY shall at no time be legally responsible for any negligence on the part of the CITY, its employees, agents or volunteers resulting in either bodily or personal injury or property damage to any individual, property or corporation.

12 **TAXES.** The CITY must pay all taxes and assessments, if any, including any sales or use tax, levied by any government agency with respect to the CITY's operations on the Premises.

13 **INSURANCE.** The parties to this agreement stipulate that each is a state governmental agency as defined by Florida Statutes and represents to the other that it has purchased suitable Public Liability, Vehicle Liability, and Workers' Compensation insurance, or is self-insured, in amounts adequate to respond to any and all claims under federal or state actions for civil rights violations, which are not limited by Florida Statutes Section 768.28 and Chapter 440, as well as any and all claims within the limitations of Florida Statutes Section 768.28 and Chapter 440, arising out of the activities governed by this agreement.

To the extent allowed by law, each party shall be responsible for any acts of negligence on the part of its employees, agents, contractors, and subcontractors and shall defend, indemnify and hold the other party harmless from all claims arising out of such actions. Nothing contained herein shall be deemed to waive the CITY's sovereign immunity rights including but not limited to those expressed in Section 768.28, Florida Statutes.

The CITY agrees to keep in full force and effect the required insurance coverage during the term of this Agreement. If the insurance policies originally purchased which meet the requirements of this lease are canceled, terminated or reduced in coverage, then the LESSEE must immediately substitute complying policies so that no gap in coverage occurs. Copies of current policy certificates shall be filed with the COUNTY whenever acquired or amended.

14 **CONDITION OF PREMISES.** The CITY must keep the Premises in good order and condition. The CITY must promptly repair damage to the Premises. At the end of the term of this Agreement, the CITY must surrender the Premises to the COUNTY in the same good order and condition as the Premises were on the commencement of the term of this agreement, normal wear and tear excepted. The CITY is solely responsible for any improvements to land and appurtenances placed on the Premises. The CITY shall not commit waste on the Premises, nor maintain or permit a nuisance on the Premises. After termination or expiration of this Agreement, the CITY shall pay the COUNTY the cost of any repairs and clean-up necessary to restore the Premises to its condition at the commencement of this Agreement.

15 **HOLD HARMLESS.** To the extent allowed by law, the CITY is liable for and must fully defend, release, discharge, indemnify and hold harmless the COUNTY, the members of the County Commission, COUNTY officers and employees, and the Sheriff, and Sheriff's Office, and its officers and employees, from and against any and all claims, demands, causes of action, losses, costs and expenses of whatever type – including investigation and witness costs and expenses and attorney's fees and costs – that arise out of or are attributable to the CITY's operations on the Premises except for those claims, demands, damages, liabilities, actions, causes of action, losses, costs and expenses that are the result of the sole negligence of the COUNTY. The CITY's purchase of the insurance required under this Agreement does not release or vitiate its obligations under this paragraph. Neither the County nor the CITY waives any of its respective sovereign immunity rights including but not limited to those expressed in Section 768.28, Florida Statutes.

16 **NON-DISCRIMINATION.** The CITY for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Premises or in the contracting for improvements to the Premises on the basis of race, color gender, or national origin.

17 **TERMINATION.** The COUNTY may treat the CITY in default and terminate this Agreement upon 90 days written notice, upon failure of the CITY to comply with any provision related to compliance with all laws, rules and regulations, provided CITY is first offered the opportunity to cure any said defaults within a reasonable time after notice of said violation. Any waiver of any breach of covenants herein contained shall not be deemed to be a continuing waiver and shall not operate to bar either party from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

18 **CESSATION OF HOMELESS SAFE ZONE OPERATIONS.** If the City has not taken title to the property upon the natural expiration or early termination of this agreement, the operation of a homeless safe zone shall immediately be ceased and all improvements, equipment, and other personal property of the CITY, its officers, employees, contractors, agents, volunteers and invitees shall immediately be removed from the Premises. Any damage to the Premises which has occurred due to the use contemplated under this Agreement shall be immediately repaired and the Premises restored to its original condition. Should the CITY determine to cease operation of the homeless safe zone prior to the natural termination of this agreement, the CITY shall give COUNTY prior written notice of such intended cessation sixty (60) days before the effective date of the cessation of operation.

19 **ASSIGNMENT.** The CITY may not assign this Agreement or assign or subcontract any of its obligations under this Agreement without the approval of the COUNTY's Board of County Commissioners. All the obligations of this Agreement will extend to and bind the legal representatives, successors and assigns of the CITY and the COUNTY.

20. **SUBORDINATION.** This Agreement is subordinate to the laws and regulations of the United States, the State of Florida, the COUNTY and the CITY, whether in effect on commencement of this Agreement or adopted after that date.

21 **INCONSISTENCY.** If any item, condition or obligation of this Agreement is in conflict with other items in this Agreement, the inconsistencies shall be construed so as to give meaning to those terms which limit the COUNTY's responsibility and liability.

22 **GOVERNING LAWS/VENUE.** This Agreement is governed by the laws of the State of Florida and the United States. Venue for any dispute arising under this Agreement must be in Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to a reasonable attorney's fee and costs.

23 **CONSTRUCTION.** This Agreement has been carefully reviewed by the CITY and the COUNTY. Therefore, this Agreement is not to be construed against any party of the basis of authorship.

24 **NOTICES.** Notices in this Agreement, unless otherwise specified, must be sent by certified mail to the following:

COUNTY:

Monroe County Administrator
1100 Simonton Street
Key West, FL 33040

CITY:

Key West City Manager
1300 White Street
Key West, FL 33040

25 **FULL UNDERSTANDING.** This Agreement is the parties' final mutual understanding. It replaces any earlier agreements or understandings, whether written or oral. This Agreement cannot be modified or replaced except by another written and signed agreement.

26 **EFFECTIVE DATE.** This Agreement will take effect upon the signature of the last party to the agreement.

[signatures on next page]



IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representatives.

ATTEST: KEVIN MADOK,
CLERK OF MONROE COUNTY, FLORIDA

MONROE COUNTY BOARD
OF COUNTY COMMISSIONERS

By: *Samuel Starnok*
Deputy Clerk (BOCC APPROVED 9/18/19)

By: *Sylvia J. Murphy*
Mayor Sylvia Murphy
MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Pedro J. Mercado
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 10/21/19

(SEAL)

ATTEST: CHERYL SMITH,
CITY CLERK

CITY COMMISSION
CITY OF KEY WEST

By: *Cheryl Smith*
Clerk

By: *Sam Kaufman*
Vice Mayor Kaufman

ACCEPTANCE BY THIRD PARTY BENEFICIARY:

The Sheriff of Monroe County does hereby acknowledge that the Monroe County Sheriff's Office is an intended third-party beneficiary of this Agreement, that he has participated in and accepts the terms of this Agreement and that any future objections to the KOTS location as reflected on Exhibit A are waived.

MONROE COUNTY SHERIFF'S OFFICE

By: _____
Rick Ramsay, Monroe County Sheriff

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representatives.



ATTEST: KEVIN MADOK,
CLERK OF MONROE COUNTY, FLORIDA

MONROE COUNTY BOARD
OF COUNTY COMMISSIONERS

By: *Samuel Starnock*
Deputy Clerk (BOCC APPROVED 9/18/19)

By: *Sylvia J. Murphy*
Mayor Sylvia Murphy
MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Pedro J. Mercado
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 10/21/19

(SEAL)
ATTEST: CHERYL SMITH,
CITY CLERK

CITY COMMISSION
CITY OF KEY WEST

By: _____
Clerk

By: _____
Mayor Teri Johnston

ACCEPTANCE BY THIRD PARTY BENEFICIARY:

The Sheriff of Monroe County does hereby acknowledge that the Monroe County Sheriff's Office is an intended third- party beneficiary of this Agreement, that he has participated in and accepts the terms of this Agreement and that any future objections to the KOTS location as reflected on Exhibit A are waived.

MONROE COUNTY SHERIFF'S OFFICE

By: *Rick Ramsay*
Rick Ramsay, Monroe County Sheriff

MONROE COUNTY SHERIFF'S OFFICE
APPROVED AS TO FORM:

Patrick J. McCullah
PATRICK J. McCULLAH
GENERAL COUNSEL

DATE: 10/10/2019

EXHIBIT A

SKETCH AND LEGAL DESCRIPTION OF NEW KOTS

SKETCH & DESCRIPTION
Keys Overnight Temporary Shelter (KOTS)
 PORTION OF TIF DEED NUMBER 19725
 STOCK ISLAND
 MONROE COUNTY, FLORIDA



SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are referenced to the legal description recorded in Official Records Book 1490, Page 291 of the Public Records of Monroe County, Florida based on Grid North of the North American Datum of 1927 (NAD 27) of the Florida State Plane Coordinate System with the north right-of-way line of Sunset Marina Road having a bearing of N 63°32'06" E.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: A= Arc Distance, Δ= Central Angle, E= Easting, F.D.O.T.= Florida Department of Transportation, ID.= Identification, M.C.R.= Monroe County Records, MHTL= Mean High Tide Line, N= Northing, P.B.= Plat Book; PG.= Page; P.O.B. Point of Beginning; P.O.C. = Point of Commencement, R= Radius; R/W = Right-of-Way; sq. ft.= square feet, TIF= Trustees of the Internal Improvement Trust Fund of the State of Florida.


CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: September 04, 2019

Digitally signed by Keith M. Chee-A-Tow
 Date: 2019.09.04 17:20:06 -04'00'

KEITH M. CHEE-A-TOW, P.L.S.
 Florida Registration No. 5328
 AVIROM & ASSOCIATES, INC.
 L.B. No. 3300

REVISIONS	 AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 (561) 392-2594 / www.AVIROMSURVEY.com <small>© 2019 AVIROM & ASSOCIATES, INC. all rights reserved. This sketch is the property of AVIROM & ASSOCIATES, INC. and should not be reproduced or copied without written permission.</small>	JOB #: 11227-2 SCALE: N/A DATE: 09/04/2019 BY: K.C. CHECKED: K.M.C-A-T F.B. N/A PG. N/A SHEET: 1 OF 5
------------------	--	---

SKETCH & DESCRIPTION
Keys Overnight Temporary Shelter (KOTS)
 PORTION OF TIF DEED NUMBER 19725
 STOCK ISLAND
 MONROE COUNTY, FLORIDA


LEGAL DESCRIPTION:

A parcel of land being a portion of land as described in Official Records Book 1490, Page 291 of the Public Records of Monroe County, formerly submerged in the Bay of Florida, being a part of the Trustees of the Internal Improvement Trust Fund of the State of Florida (TIIF) Deed Number 19725, said parcel being in Section 27, Township 67 South, Range 25 East in Monroe County, Florida being more particularly described by metes and bounds as follows:

COMMENCE at the Point of Beginning (Point #9) of said parcel of land as described in said Public Records having coordinates of N=89066.35' & E=250957.42', (said coordinates based on Grid North of the North American Datum of 1927 – NAD 27) with all subsequent coordinates being referenced thereto; thence S 63°32'06" E for a distance of 47.66 feet to Point #32 (N=89045.11' & E=251000.08') being the westerly and curved right of way line of Junior College Road (now College Road as laid out and currently in use); said curve being concave to the southeast and having a radius of 984.84 feet; thence northeasterly along the said curved right of way line for an arc distance of 66.04 feet to Point #31 (N=89098.13' & E=251039.42'); thence N 63°32'06" W for a distance of 316.58 feet to Point #30 (N=89239.22' & E=250756.02'); thence S 40°23'19" W for a distance of 157.23 feet to Point #29 (N=89119.46' & E=250654.14'); thence N 56°50'29" W for a distance of 483.59 feet to Point #28 (N=89383.96' & E=250249.30'); thence S 74°46'08" W for a distance of 80.26 feet to Point #27 (N=89362.88' & E=250171.86') and the POINT OF BEGINNING of the described parcel; thence S 43°21'06" E a distance of 44.02 feet; thence S 31°20'02" W a distance of 5.17 feet; thence S 45°01'05" W a distance of 14.62 feet; thence N 44°51'01" W a distance of 166.36 feet; thence S 45°08'59" W a distance of 28.30 feet; thence N 42°07'31" W a distance of 52.20 feet; thence S 49°22'22" W a distance of 69.17 feet; thence N 40°56'30" W a distance of 110.21 feet; thence S 49°19'57" W a distance of 43.48 feet; thence N 40°40'03" W a distance of 75.03 feet; thence N 14°10'00" E a distance of 47.99 feet; thence N 40°09'54" W a distance of 72.63 feet to the Approximate Mean High Tide Line of Florida Bay (MHTL) and the boundary as described in said Public Records; thence along said boundary as described in said Public Records for the next four courses and distances:

N 38°26'33" E a distance of 93.87 feet to Point #24 (N=89695.14' & E=249833.32'); thence S 52°04'36" E a distance of 195.00 feet to Point #25 (N=89575.29' & E=249987.14'); thence S 13°16'39" W a distance of 22.30 feet to Point #26 (N=89553.59' & E=249982.02'); thence S 44°52'02" E a distance of 269.09 feet; to Point #27 (N=89362.88' & E=250171.86') and the POINT OF BEGINNING.

Said lands lying and being in Section 27, Township 67 South, Range 25 East on Stock Island, Monroe County, Florida containing 42,593.06 square feet (0.978 acre) more or less.

REVISIONS		AVIROM & ASSOCIATES, INC.	JOB #:	11227-2
		SURVEYING & MAPPING	SCALE:	N/A
		50 S.W. 2nd AVENUE, SUITE 102	DATE:	09/04/2019
		BOCA RATON, FLORIDA 33432	BY:	K.C.
		(561) 392-2594 / www.AVIROMSURVEY.com	CHECKED:	K.M.C-A-T
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	SHEET:	2 OF 5		

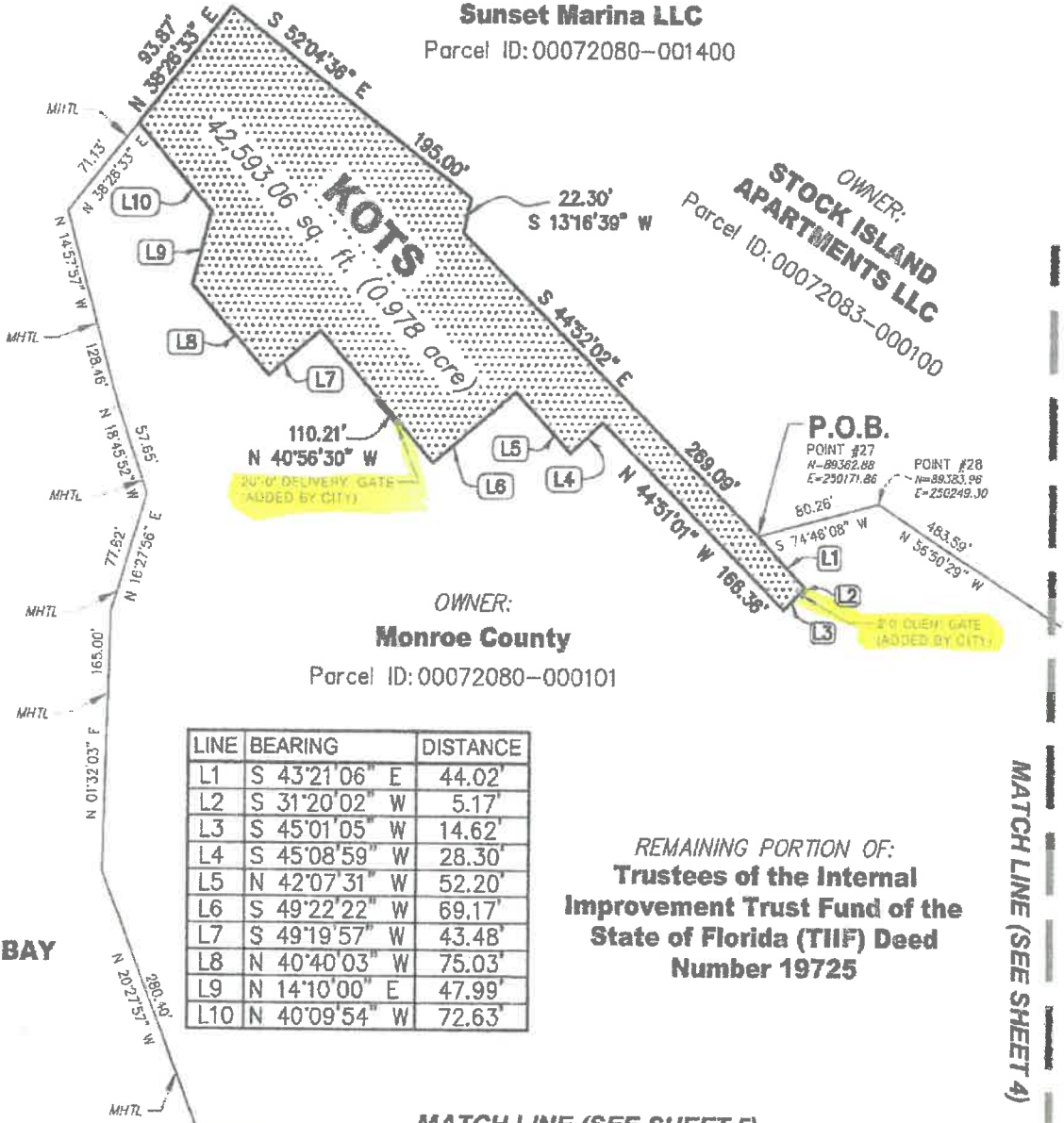
SKETCH & DESCRIPTION
Keys Overnight Temporary Shelter (KOTS)
 PORTION OF TIF DEED NUMBER 19725
 STOCK ISLAND
 MONROE COUNTY, FLORIDA



FLORIDA BAY

OWNER:
Sunset Marina LLC
 Parcel ID: 00072080-001400

OWNER:
STOCK ISLAND APARTMENTS LLC
 Parcel ID: 00072083-000100



OWNER:
Monroe County
 Parcel ID: 00072080-000101

FLORIDA BAY

LINE	BEARING	DISTANCE
L1	S 43°21'06" E	44.02'
L2	S 31°20'02" W	5.17'
L3	S 45°01'05" W	14.62'
L4	S 45°08'59" W	28.30'
L5	N 42°07'31" W	52.20'
L6	S 49°22'22" W	69.17'
L7	S 49°19'57" W	43.48'
L8	N 40°40'03" W	75.03'
L9	N 14°10'00" E	47.99'
L10	N 40°09'54" W	72.63'

REMAINING PORTION OF:
Trustees of the Internal
Improvement Trust Fund of the
State of Florida (TIIF) Deed
Number 19725

MATCH LINE (SEE SHEET 4)

MATCH LINE (SEE SHEET 5)

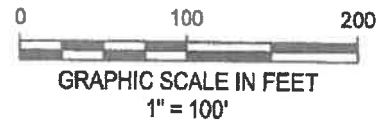
REVISIONS



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
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JOB #:	11227-2
SCALE:	1" = 100'
DATE:	09/04/2019
BY:	K.C.
CHECKED:	K.M.C-A-T
F.B.	N/A PG. N/A
SHEET:	3 OF 5

SKETCH & DESCRIPTION
Keys Overnight Temporary Shelter (KOTS)
 PORTION OF TIF DEED NUMBER 19725
 STOCK ISLAND
 MONROE COUNTY, FLORIDA



MATCH LINE (SEE SHEET 3)

STOCK ISLAND APARTMENTS LLC
 OWNER:
 Parcel ID: 00072083-000100

OWNER:
Monroe County
 Parcel ID: 00072080-000101

REMAINING PORTION OF:
**Trustees of the Internal
 Improvement Trust Fund
 of the State of Florida**
(TIF) Deed Number 19725

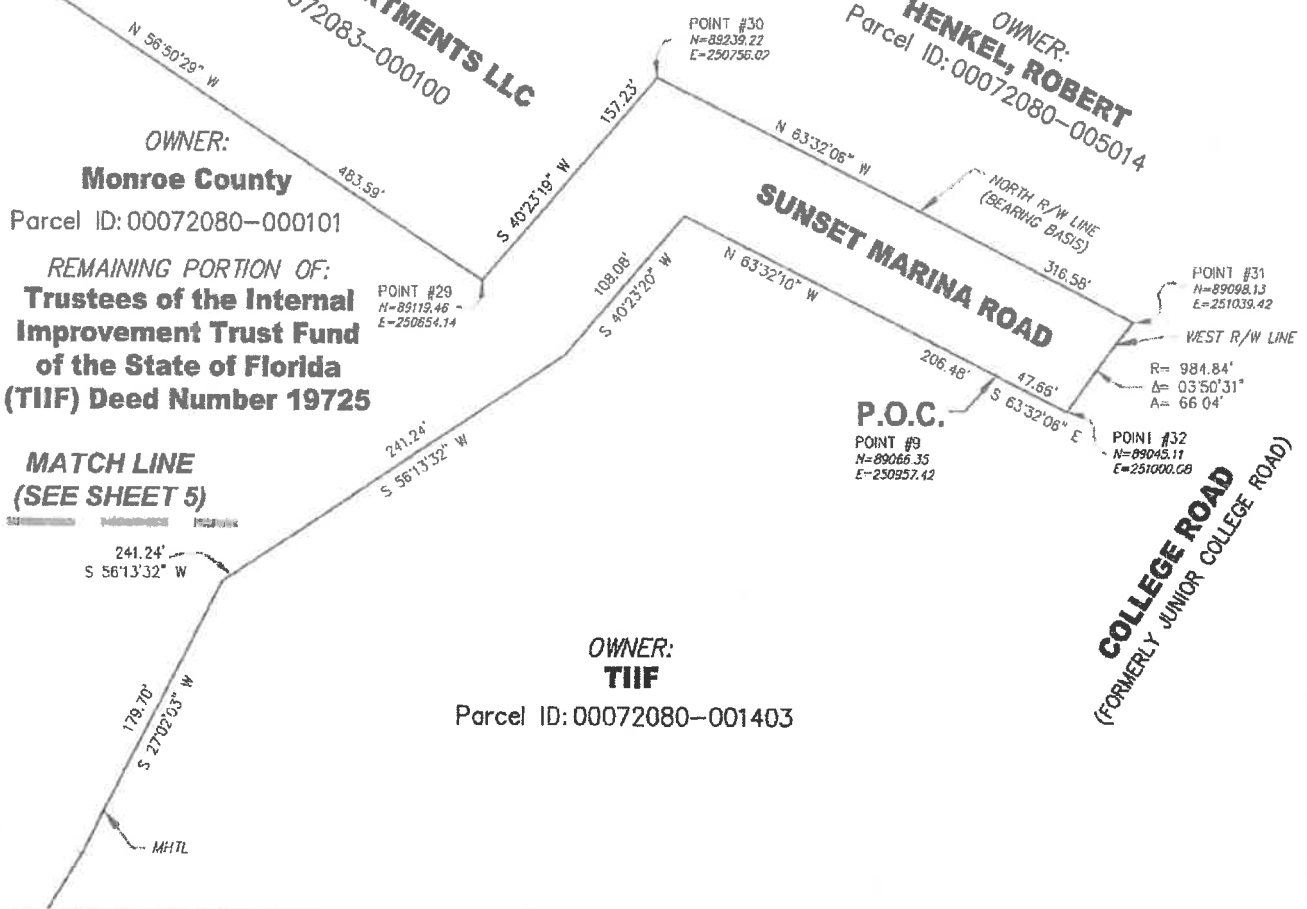
MATCH LINE
 (SEE SHEET 5)

OWNER:
TIF
 Parcel ID: 00072080-001403

OWNER:
HENKEL, ROBERT
 Parcel ID: 00072080-005014

SUNSET MARINA ROAD

COLLEGE ROAD
 (FORMERLY JUNIOR COLLEGE ROAD)



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JOB #:	11227-2
SCALE:	1" = 100'
DATE:	09/04/2019
BY:	K.C.
CHECKED:	K.M.C-A-T
F.B. N/A	PG. N/A
SHEET:	4 OF 5

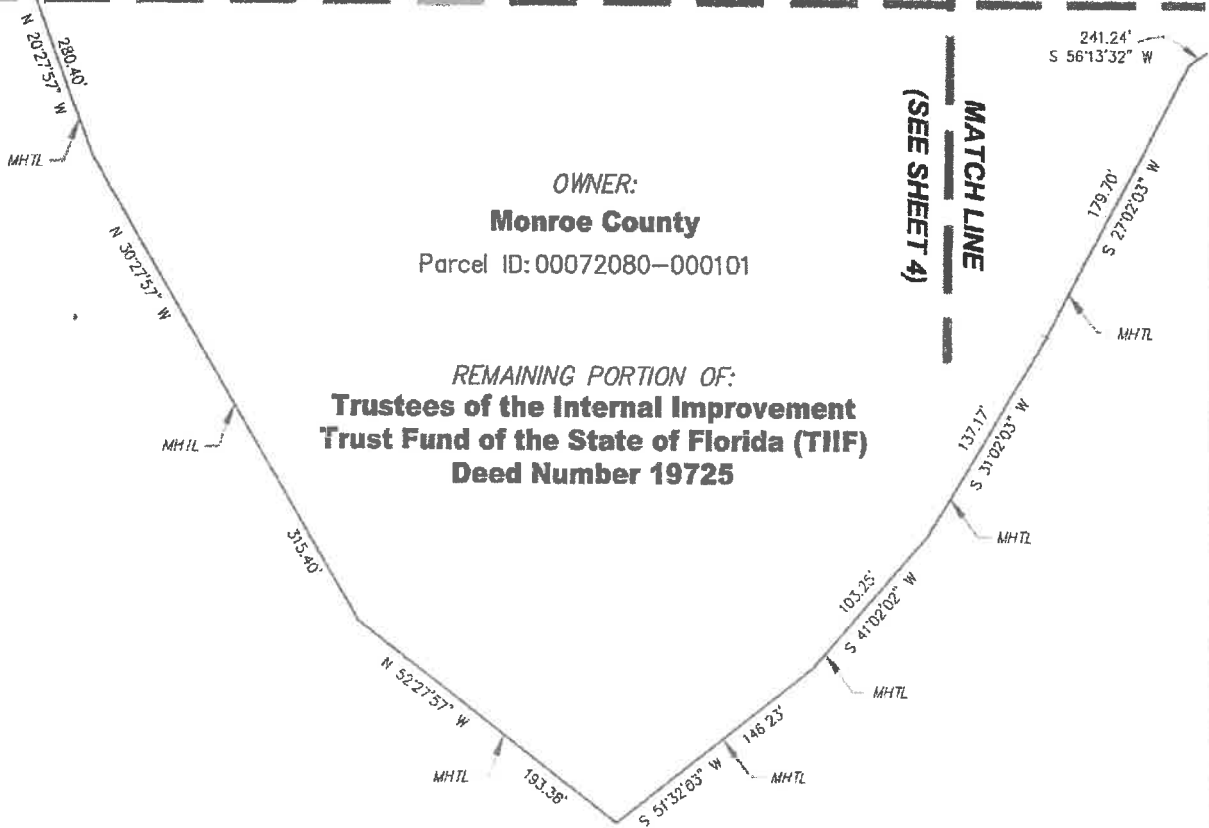
SKETCH & DESCRIPTION
Keys Overnight Temporary Shelter (KOTS)
 PORTION OF TIF DEED NUMBER 19725
 STOCK ISLAND
 MONROE COUNTY, FLORIDA

MATCH LINE (SEE SHEET 3)

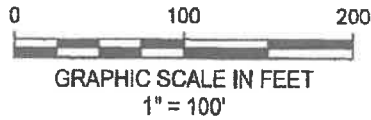
**MATCH LINE
(SEE SHEET 4)**

OWNER:
Monroe County
 Parcel ID: 00072080-000101

REMAINING PORTION OF:
**Trustees of the Internal Improvement
 Trust Fund of the State of Florida (TIIF)**
Deed Number 19725



FLORIDA BAY



REVISIONS



AVIROM & ASSOCIATES, INC.
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50 S.W. 2nd AVENUE, SUITE 102
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JOB #:	11227-2
SCALE:	1" = 100'
DATE:	09/04/2019
BY:	K.C.
CHECKED:	K.M.C-A-T
F.B.	N/A
PG.	N/A
SHEET:	5 OF 5

Site Plan

1 TITLE DESCRIPTION

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

A LEASEHOLD ESTATE CREATED BY THAT CERTAIN LEASE BY AND BETWEEN MONROE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, LESSOR, AND SPGL, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY, LESSEE, EVIDENCING THE DEMISE OF THE FOLLOWING DESCRIBED PREMISES, TO WIT:

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 87 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, BEING DESCRIBED AS:

(POC) COMMENCING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF TRUMBO ROAD AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GRINNELL STREET; THENCE RUN NORTH ALONG THE EAST R/W LINE OF TRUMBO ROAD FOR A DISTANCE OF 354.45 FEET TO THE (POB) POINT OF BEGINNING; THENCE CONTINUE NORTH ALONG THE EASTERLY RIGHT-OF-WAY LINE OF TRUMBO ROAD FOR A DISTANCE OF 250.00 FEET; THENCE ALL AT RIGHT ANGLES; EAST FOR A DISTANCE OF 195.00 FEET; THENCE SOUTH FOR A DISTANCE OF 200.00 FEET; THENCE EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH FOR A DISTANCE OF 50.00 FEET; THENCE WEST ALONG THE NORTHERLY BOUNDARY LINE OF THE "STEAMPLANT CONDO" FOR A DISTANCE OF 210.00 FEET BACK TO THE EAST RIGHT-OF-WAY LINE OF TRUMBO ROAD AND (POB) THE POINT OF BEGINNING.

THE LAND SHOWN IN THIS SURVEY IS THE SAME AS THAT DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NUMBER: 2061-5274427, DATED: OCTOBER 20, 2021 AT 8:00 A.M.

2 TITLE INFORMATION

THE TITLE DESCRIPTION AND THE SCHEDULE B ITEMS HEREON ARE FROM A TITLE REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NUMBER: 2061-5274427, COMMITMENT DATE: OCTOBER 20, 2021 AT 8:00 A.M.

8 ZONING INFORMATION

ZONING NOT PROVIDED

5 FLOOD INFORMATION

BY SCALING AND GRAPHIC PLOTTING ONLY, THE SUBJECT PROPERTY LIES WITHIN ZONES "VE" AND "AE" OF THE FLOOD INSURANCE RATE MAP FOR MONROE COUNTY, FLORIDA, COMMUNITY-PANEL OR MAP NUMBER 12870C 1508K, BEARING AN EFFECTIVE DATE OF 02/18/2005. NO FIELD SURVEY WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY. RELEVANT ZONES ARE DEFINED ON SAID MAP AS FOLLOWS:

ZONE "VE" OR "V1-30" - COASTAL AREAS WITH A 1% OR GREATER CHANCE OF FLOODING AND AN ADDITIONAL HAZARD ASSOCIATED WITH STORM WAVES; THESE AREAS HAVE A 26% CHANCE OF FLOODING OVER THE LIFE OF A 30-YEAR MORTGAGE. BASE FLOOD ELEVATIONS DERIVED FROM DETAILED ANALYSES ARE SHOWN AT SELECTED INTERVALS WITHIN THESE ZONES.

ZONE "AE" - THE BASE FLOODPLAIN WHERE BASE FLOOD ELEVATIONS ARE PROVIDED. AE ZONES ARE NOW USED ON NEW FORMAT FIRMS INSTEAD OF A1-A30 ZONES.

THE SUBJECT PROPERTY IS ALSO SUBJECT TO A LETTER OF MAP CHANGE (LOMC), CASE NO. 16-04-4726P, DATED 01/24/2017

3 SCHEDULE "B" ITEMS

NOTES CORRESPONDING TO SCHEDULE "B" SECTION TWO EXCEPTIONS:

11 - COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND OTHER MATTERS CONTAINED IN QUITCLAIM DEED BY AND BETWEEN THE UNITED STATES OF AMERICA, GRANTOR, AND THE CITY OF KEY WEST, FLORIDA, GRANTEE, DATED JUNE 20, 2017 AND RECORDED IN OFFICIAL RECORDS BOOK 951, PAGE 218 (AFFECTS, NO PLOTTABLE ITEMS)

15 - RESERVATION OF A PERPETUAL UTILITY EASEMENT OCCUPIED BY THE GRANTOR AS A UTILITY LIFT STATION AND ACCESSORY RELATED EQUIPMENT AS CONTAINED IN THAT CERTAIN QUIT CLAIM DEED FROM THE CITY OF KEY WEST, FLORIDA, A MUNICIPAL CORPORATION, TO MONROE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, RECORDED JANUARY 13, 2020 IN OFFICIAL RECORDS BOOK 3003, PAGE 879, AS RE-RECORDED JANUARY 31, 2020 IN OFFICIAL RECORDS BOOK 3006, PAGE 1711 AND IN CORRECTIVE QUIT CLAIM DEED RECORDED OCTOBER 25, 2021 IN OFFICIAL RECORDS BOOK 3133, PAGE 1372 (AFFECTS, DESCRIPTION CONTAINED IN DOCUMENTS NOT PRECISE, POSSIBLE EASEMENT AREA SHOWN HEREON)

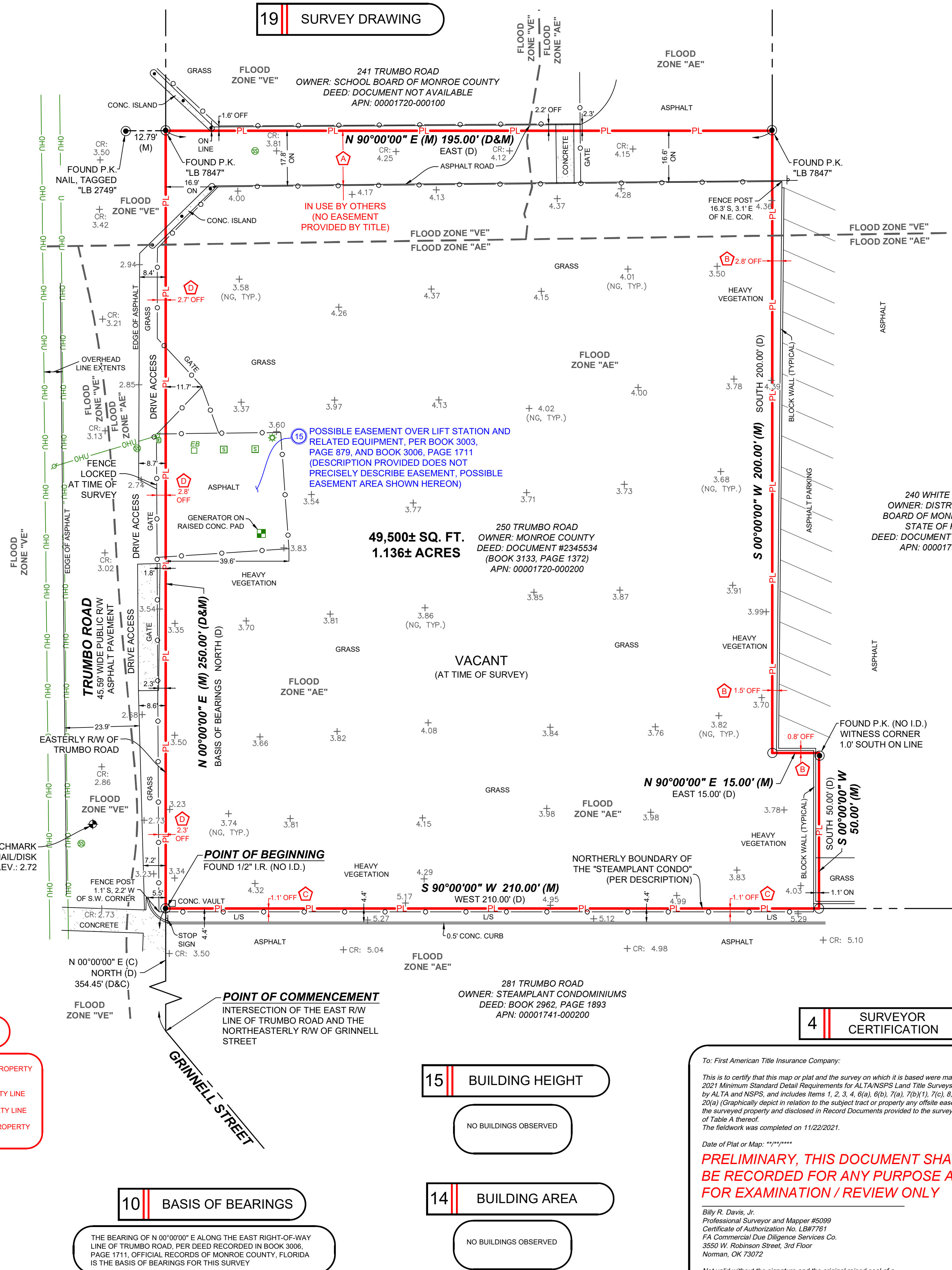
12 PARKING INFORMATION

NO PARKING OBSERVED ON SITE

6 CEMETERY

THERE WAS NO VISIBLE EVIDENCE OF CEMETERIES OR BURIAL GROUNDS OBSERVED AT THE TIME THIS SURVEY WAS PERFORMED

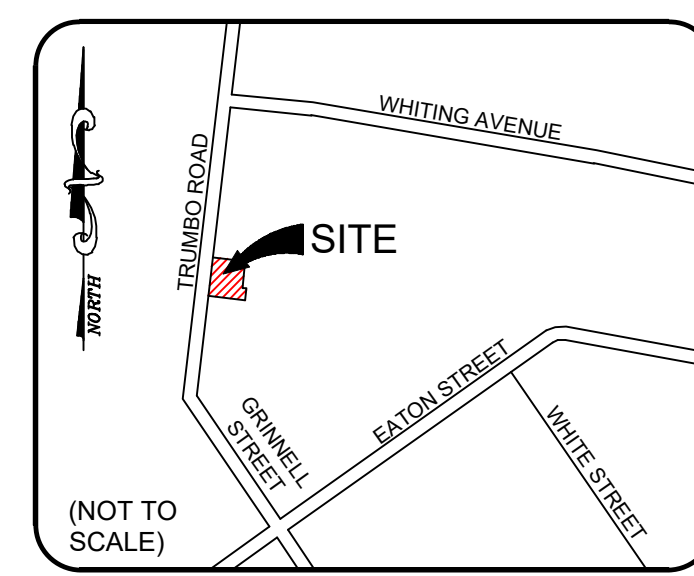
19 SURVEY DRAWING



11 SURVEYOR'S NOTES

1. THIS SURVEY IS BASED ON INFORMATION SHOWN ON A TITLE REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. 2061-5274427, COMMITMENT DATE 10/20/2021, AND ALL SCHEDULE B EXCEPTIONS IN SAID TITLE REPORT HAVE BEEN ADDRESSED. THE SURVEYOR DID NOT ABSTRACT THIS PROPERTY AND HAS RELIED ON SAID TITLE REPORT FOR ALL MATTERS OF RECORD.
2. SUBJECT TRACT HAS DIRECT DRIVEWAY ACCESS TO TRUMBO ROAD, A PUBLIC RIGHT-OF-WAY.
3. THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, OR BUILDING CONSTRUCTION.
4. NO OBSERVABLE EVIDENCE OF ANY CHANGES IN STREET RIGHTS-OF-WAY OR RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIR.
5. ALL STATEMENTS WITHIN THE CERTIFICATION, AND OTHER REFERENCES LOCATED ELSEWHERE HEREON, RELATED TO UTILITIES, IMPROVEMENTS, STRUCTURES, BUILDINGS, PARTY WALLS, PARKING, EASEMENTS, SERVITUDES, FOUNDATIONS AND ENCROACHMENTS ARE BASED SOLELY ON ABOVE GROUND, VISIBLE EVIDENCE, UNLESS ANOTHER SOURCE OF INFORMATION IS SPECIFICALLY REFERENCED HEREON.
6. ALL MONUMENTS SET ARE 18" X 5/8" REBAR WITH A PLASTIC CAP MARKED "LB 7761" UNLESS OTHERWISE NOTED.
7. THIS SURVEY DOES NOT PROVIDE A DETERMINATION OR OPINION CONCERNING THE LOCATION OR EXISTENCE OF WETLANDS, FAULTLINES, TOXIC OR HAZARDOUS WASTE AREAS, SUBSIDENCE, SUBSURFACE AND ENVIRONMENTAL CONDITIONS OR GEOLOGICAL ISSUES. NO STATEMENT IS MADE CONCERNING THE SUITABILITY OF THE SUBJECT TRACT FOR ANY INTENDED USE, PURPOSE OR DEVELOPMENT.
8. THE SURVEYOR DID NOT OBSERVE ANY EQUIPMENT OR ACTION ASSOCIATED WITH THE PROCESS OF DRILLING FOR OIL, GAS, OR ANY OTHER HYDROCARBONS ON THIS SURVEY.
9. IN REGARDS TO ALTA TABLE A ITEM 11(A), NO UNDERGROUND UTILITY PLANS AND/OR REPORTS HAVE BEEN PROVIDED BY THE CLIENT AT THE TIME THIS SURVEY WAS PERFORMED.
10. ALL RECIPROCAL EASEMENT AGREEMENTS ("REAS") THAT HAVE BEEN REPORTED BY THE TITLE REPORT PROVIDED HAVE BEEN DENOTED ON THE SURVEY AND ARE SHOWN HEREON. THE LIMITS OF ANY OFFSITE APPURTENANT EASEMENTS THAT HAVE BEEN REPORTED BY THE TITLE REPORT PROVIDED HAVE BEEN DENOTED ON THE SURVEY AND ARE SHOWN HEREON.
11. UNLESS SHOWN OTHERWISE THE SURVEYED BOUNDARY SHOWN HEREON IS CONTIGUOUS WITH THE ADJOINING PROPERTIES AND/OR RIGHTS OF WAY WITHOUT ANY GAPS, GORES OR OVERLAPS.
12. UNLESS SHOWN OTHERWISE, NO VISIBLE EVIDENCE OF SUBSTANTIAL AREAS OF REFUSE WERE OBSERVED AT THE TIME THE FIELDWORK WAS PERFORMED.
13. ELEVATIONS ARE BASED ON FLORIDA WEST ZONE GPS NETWORK (NAVD 88 DATUM).

16 VICINITY MAP



KEY TO ALTA-SURVEY

- 1 TITLE DESCRIPTION
- 2 TITLE INFORMATION
- 3 SCHEDULE "B" ITEMS
- 4 SURVEYOR CERTIFICATION
- 5 FLOOD INFORMATION
- 6 CEMETERY
- 7 POSSIBLE APPARENT PHYSICAL USE ONTO OR FROM ADJOINING PROPERTIES
- 8 ZONING INFORMATION
- 9 LEGEND
- 10 BASIS OF BEARING
- 11 SURVEYOR'S NOTES
- 12 PARKING INFORMATION
- 13 LAND AREA
- 14 BUILDING AREA
- 15 BUILDING HEIGHT
- 16 VICINITY MAP
- 17 NORTH ARROW / SCALE
- 18 CLIENT INFORMATION BOX
- 19 SURVEY DRAWING
- 20 PROJECT ADDRESS

18 Boundary and ALTA/NSPS Land Title Survey

This survey was made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys. (Effective February 23, 2021)

This Work Coordinated By:

CDS
COMMERCIAL
DUE DILIGENCE SERVICES
3550 W. Robinson Street, Third Floor
Norman, Oklahoma 73072
Main Office Phone No.: 405-253-2444
Toll Free: 888.457.7878

Drawn By: CZM	Date:
Surveyor Ref. No: 21-11-0098	Revision:
Approved By: BRD	Date:
Field Date: 11/22/2021	Revision:
Scale: 1" = 20'	Date:
	Revision:

Prepared For:

NCS No.: _____ Asset No.: _____
Client Ref. No.: _____

20 PROJECT ADDRESS

250 Trumbo Road
Key West, Florida 33040

Project Name:
Trumbo Rd-Key West, FL
CDS Project Number:
21-11-0098

4 SURVEYOR CERTIFICATION

To: First American Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 11(a), 13, 14, 16, 19, and 20(a) (Graphically depict in relation to the subject tract or property any offsite easements or servitudes benefiting the surveyed property and disclosed in Record Documents provided to the surveyor as part of the Schedule "A") of Table A thereof.

The fieldwork was completed on 11/22/2021.

Date of Plat or Map: **/**/****

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND IS FOR EXAMINATION / REVIEW ONLY

Billy R. Davis, Jr.
Professional Surveyor and Mapper #5099
Certificate of Authorization No. LB87781
FA Commercial Due Diligence Services Co.
3550 W. Robinson Street, 3rd Floor
Norman, OK 73072

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper

15 BUILDING HEIGHT

NO BUILDINGS OBSERVED

14 BUILDING AREA

NO BUILDINGS OBSERVED

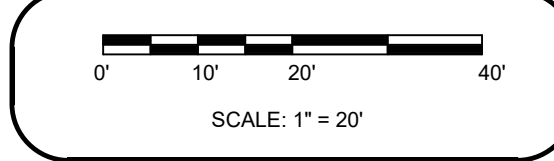
10 BASIS OF BEARINGS

THE BEARING OF N 00°00'00" E ALONG THE EAST RIGHT-OF-WAY LINE OF TRUMBO ROAD, PER DEED RECORDED IN BOOK 3006, PAGE 1711, OFFICIAL RECORDS OF MONROE COUNTY, FLORIDA IS THE BASIS OF BEARINGS FOR THIS SURVEY.

7 POSSIBLE APPARENT PHYSICAL USE ONTO OR FROM ADJOINING PROPERTIES

- ASPHALT DRIVE IN USE BY OTHERS RUNS ACROSS PROPERTY WITHOUT BENEFIT OF EASEMENT OR AGREEMENT
- BLOCK WALL BETWEEN 0.8-2.8' OVER EAST PROPERTY LINE
- CHAIN LINK FENCE UP TO 1.1± OVER SOUTH PROPERTY LINE
- CHAIN LINK FENCE BETWEEN 2.3-2.8± OVER WEST PROPERTY LINE

17 NORTH ARROW / SCALE



9 LEGEND

- GENERATOR
- UTILITY POLE
- ELECTRIC METER
- ELECTRIC BOX
- SIGN
- LIFT STATION
- LIGHT POLE
- SANITARY SEWER MANHOLE
- BOLLARD
- SCHEDULE B ITEM NO.
- CONCRETE
- POSSIBLE APPARENT PHYSICAL USE
- MONUMENT FOUND (AS NOTED)
- CALCULATED CORNER (SEE SURVEYOR'S NOTE ITEM 8)
- ADJOINING PROPERTY
- PROPERTY LINE
- CHAIN LINK FENCE
- OVERHEAD UTILITY
- FLOOD ZONE
- TRANSITION LINE

13 LAND AREA

49,500± SQ. FT.
1.136± ACRES

ARCHITECTURE SHEETS

PROJECT DATA	A0.0
SITE PLAN	A0.1
LIFE SAFETY PLAN, FIRST FLOOR	A1.1
LIFE SAFETY PLAN, SECOND FLOOR	A1.2
EXTERIOR ELEVATIONS	A2.1
EXTERIOR ELEVATIONS	A2.2
CONTEXT SITE PLAN	A2.3

CIVIL ENGINEERING SHEETS

EROSION CONTROL PLAN	C-100
CONCEPTUAL GRADING AND DRAINAGE PLAN	C-200

LANDSCAPE SHEETS

LANDSCAPE PLAN	L3.00
PLANT SCHEDULE AND DETAILS	L3.01



Mailbox Spec

KLIMLIGHTING
UR20 ARCHITECTURAL AREA LIGHT

FEATURES

- 27" wide in application with 18" depth, 18" and 24" height
- High performance optics up to 80% beam spread
- 180-degree beam spread
- 180-degree beam spread
- 180-degree beam spread
- 180-degree beam spread

CONTROL TECHNOLOGY

SmartControl™
SmartControl™
SmartControl™

SPECIFICATIONS

CONSTRUCTION

- Cast aluminum housing with powder coat finish
- High performance optics up to 80% beam spread
- 180-degree beam spread
- 180-degree beam spread
- 180-degree beam spread

KEY DATA

Model Range	UR20 - UR24
Mounting Range	27" - 30"
Beam Spread (°)	180 - 180
Beam Spread (ft)	180 - 180
Beam Spread (m)	180 - 180
Beam Spread (in)	180 - 180
Beam Spread (cm)	180 - 180
Beam Spread (mm)	180 - 180
Beam Spread (µm)	180 - 180
Beam Spread (nm)	180 - 180
Beam Spread (Å)	180 - 180
Beam Spread (fm)	180 - 180
Beam Spread (pm)	180 - 180
Beam Spread (nm)	180 - 180
Beam Spread (µm)	180 - 180
Beam Spread (mm)	180 - 180
Beam Spread (cm)	180 - 180
Beam Spread (m)	180 - 180
Beam Spread (km)	180 - 180
Beam Spread (mi)	180 - 180
Beam Spread (in)	180 - 180
Beam Spread (ft)	180 - 180
Beam Spread (yd)	180 - 180
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Beam Spread (mi)	180 - 180
Beam Spread (in)	180 - 180
Beam Spread (ft)	180 - 180
Beam Spread (yd)	180 - 180
Beam Spread (mi)	180 - 180

Site Lighting

- NARRATIVE OF REVISION 2, DATED 04-21-2022
- 5 PARKING SPACES ADDED. VALUES ON TABLE ADJUSTED TO MATCH.
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PROJECT SCOPE OF WORK

A 24 UNIT RESIDENTIAL BUILDING, SINGLE-STORY NON-RESIDENTIAL BUILDING, AND SITE IMPROVEMENTS DESIGNED AND TO BE BUILT IN COMPLIANCE WITH SEVENTH EDITION 2020 FLORIDA BUILDING CODE.

APPLICABLE BUILDING CODES:

FAIR HOUSING ACT
FLORIDA BUILDING CODE, 11TH EDITION (2020) BUILDING
FLORIDA BUILDING CODE, 11TH EDITION (2020) ACCESSIBILITY
FLORIDA BUILDING CODE, 11TH EDITION (2020) ENERGY CONSERVATION
FLORIDA BUILDING CODE, 11TH EDITION (2020) MECHANICAL
FLORIDA BUILDING CODE, 11TH EDITION (2020) PLUMBING
FLORIDA FIRE PREVENTION CODE
NFPA 70: NATIONAL ELECTRICAL CODE

BUILDING

BUILDING NOTES	PROPOSED USE OF SPACE	PROPOSED USE OF SPACE
OCCUPANCY	R-2 (APARTMENTS)	B (OFFICE)
USE	RESIDENTIAL	BUSINESS
TYPE OF CONSTRUCTION	TYPE III-B	TYPE III-B
PER TABLE 506.2	16,000 SF PER FLOOR ALLOWABLE	19,000 SF PER FLOOR ALLOWABLE
PER TABLE 504.4	4 STORY ALLOWABLE	3 STORY ALLOWABLE
FIRE RESISTANCE RATINGS PER TABLE 601	2 HOUR EXTERIOR BEARING WALL NO RATING AT OTHER BUILDING ELEMENTS	2 HOUR EXTERIOR BEARING WALL NO RATING AT OTHER BUILDING ELEMENTS
AUTOMATIC SPRINKLER SYSTEM PER 903.3.1	SPRINKLERS PROVIDED	SPRINKLERS NOT REQUIRED
EXISTING BUILDING SF	23,358 SF (11,815 SF PER FLOOR)	936 SF
EXISTING BUILDING STORIES	2 STORY	1 STORY

AREA SUMMARY - RESIDENTIAL BUILDING

	BUILDING (ENCLOSED)	BUILDING (UN-ENCLOSED)	TOTAL
LEVEL 1	9,142 SF	2,673 SF	11,815 SF
LEVEL 2	9,142 SF	2,401 SF	11,543 SF
TOTAL	18,284 SF	5,074 SF	23,358 SF

AREA SUMMARY - NON-RESIDENTIAL BUILDING

	BUILDING (ENCLOSED)	BUILDING (UN-ENCLOSED)	TOTAL
LEVEL 1	186 SF	111 SF	297 SF

PARKING SUMMARY

- 33 SURFACE PARKING SPACES TOTAL:
- 29 RESIDENTIAL PARKING SPACES
 - 1 ACCESSIBLE PARKING SPACE
 - 30 SPACES TOTAL (1 PER DWELLING UNIT)
- 2 NON-RESIDENTIAL PARKING SPACES
- 1 ACCESSIBLE PARKING SPACE
 - 3 SPACES TOTAL (1 PER 300 SF)
- 6 BICYCLE SPACES

TRUMBO VILLAGE
MAXIMUM FLOOR AREA ALLOWANCES PER OCCUPANT
FLORIDA BUILDING CODE 2020, BUILDING
FROM TABLE 1004.5

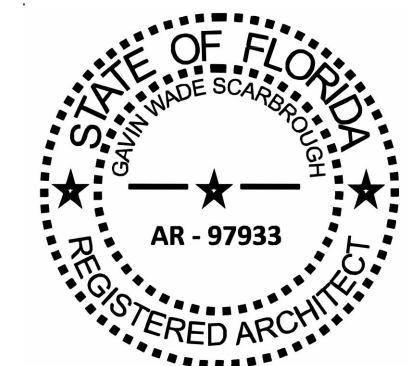
	FLOOR AREA (SF)	SF PER OCCUPANT	# OF OCCUPANTS
INTERIOR BUILDING AREAS			
FIRST FLOOR			
RESIDENTIAL	9,987	200 GROSS	49.9
FIRST FLOOR OCCUPANTS			49.9
TOTAL STAIR EXIT WIDTH REQUIRED	IN INCHES	0.3	14.98
TOTAL OTHER EXIT WIDTH REQUIRED	IN INCHES	0.2	9.987
SECOND FLOOR			
RESIDENTIAL	9,987	200 GROSS	49.9
SECOND FLOOR OCCUPANTS			49.9
TOTAL STAIR EXIT WIDTH REQUIRED	IN INCHES	0.3	14.98
TOTAL OTHER EXIT WIDTH REQUIRED	IN INCHES	0.2	9.987
TOTAL OCCUPANTS			100

CAPACITY OF MEANS OF EGRESS
FLORIDA BUILDING CODE 2020, BUILDING
FROM SECTION 1005.1 AND TABLE 1020.2

AREA	OCCUPANT LOAD	EGRESS COMPONENT	REQUIRED	PROVIDED
FIRST FLOOR	49.9	MIN. NUMBER OF EXITS	2	2
		CORRIDOR (INCHES)	44	6.8'
		CAPACITY (INCHES) PER SECTION 1005.1	10.0	36'
		STAIRS (INCHES)	15.0	(2) 4.8'
SECOND FLOOR	49.9	MIN. NUMBER OF EXITS	2	2
		CORRIDOR (INCHES)	44	6.8'
		CAPACITY (INCHES) PER SECTION 1005.1	10.0	36'
		STAIRS (INCHES)	15.0	(2) 4.8'

255 Truman Road
UNIT MATRIX

UNIT TYPE	INTERIOR AREA (SF)	1ST FLR	2ND FLR	TOTALS
1 BEDROOM	650	3	3	6
1 BEDROOM	655	3	3	6
1 BEDROOM	813	2	2	4
2 BEDROOM	900	2	2	4
2 BEDROOM	915	2	2	4
UNIT TOTALS		12	12	24



date:
12/10/2021
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02/11/2022
04/21/2022

sheet:
A0.0

Trumbo Village
255 Trumbo Road
Key West, FL

THOMAS E. POPE, P.A.
POPE-SCARBROUGH-ARCHITECTS
610 White St., Key West FL
(305) 296 3611

255 Trumbo Road		
Zoning		HRCC-2
Flood Zone		AE 7
Design Flood Elevation (BFAS)	BFE+1.5'	8.5' NAVD
Flood Elevation Provided		9.50' NAVD
Site Area		49,500
Site Area (Ac)		1.14
Max Lot Coverage	50%	24,750.0
Existing Lot Coverage	0.0%	-
Proposed Lot Coverage	25.7%	12,712.0
Max Impervious Area	60%	29,700.0
Existing Impervious Area	9.8%	4,843.0
Proposed Impervious Area	56.1%	27,773.0
Min Open Space Ratio	0.35	17,325.0
Existing Open Space	0.90	44,657.0
Proposed Open Space	0.39	19,459.0
Max Height		35'
Setbacks		
Front		10'
Side (Street)		7.5'
Side		5'
Rear		15'

BUILDING AREAS (LOT COVERAGE)	EXISTING SF	PROPOSED SF
New Building - 24 Units	-	11,815
Non-Residential Building	-	897
Total Lot Coverage (SF)	-	12,712
Lot Coverage (%)	0.0%	25.7%

SITE AREAS (IMPERVIOUS AREA)	EXISTING SF	PROPOSED SF
Lot Coverage	-	12,712
Pump Station	1,471	1,471
Ramp/Stairs	-	472
Sidewalks	-	2,275
Asphalt Paving	3,372	8,550
Pervious Pavers (50% impervious)	-	2,268
Mailboxes	-	25
Total Impervious Area (SF)	4,843	27,773
Impervious Area (%)	9.8%	56.1%

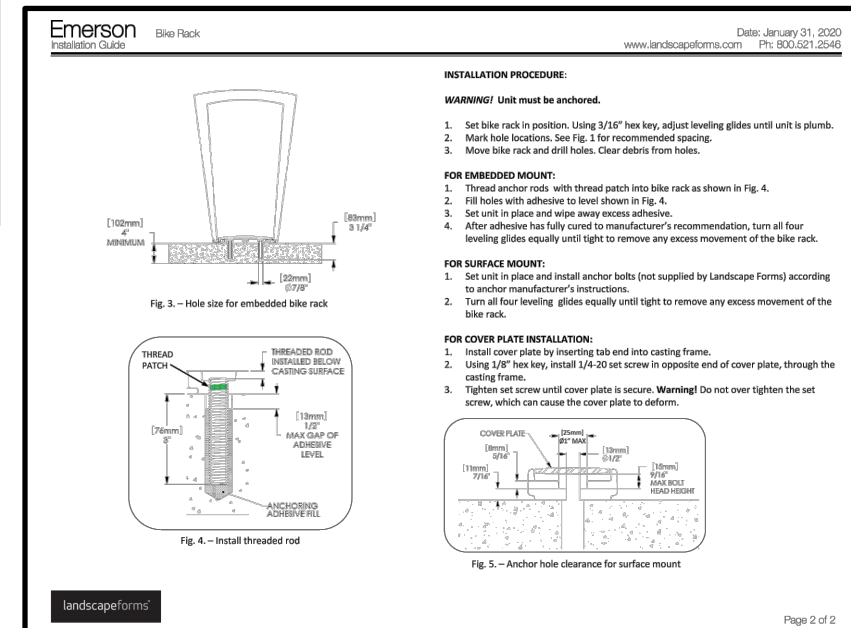
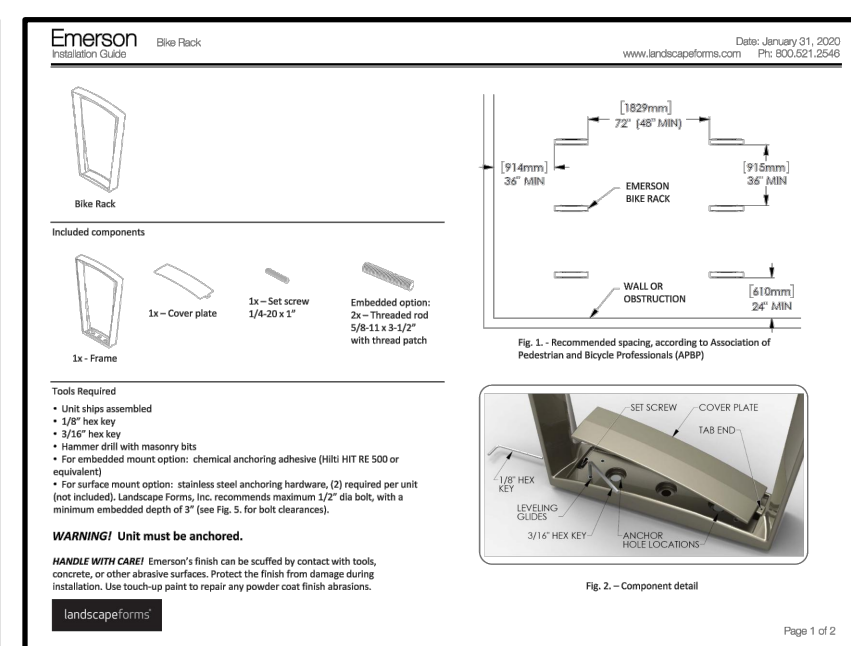
SITE AREAS (OPEN SPACE)	EXISTING SF	PROPOSED SF
Impervious Areas	4,843	27,773
Pervious Pavers (50% impervious)	-	2,268
Sub Totals	4,843	30,041
Open Space (SF)	44,657	19,459
Open Space Ratio	0.90	0.39

100' Setback Area		11,683.0
Min Open Space Ratio (Within 100' Setback)	0.50	5,841.5
Existing Open Space	9,322.00	0.80
Proposed Open Space	4,254.00	0.64

SITE AREAS (OPEN SPACE) WITHIN 100' SETBACK	EXISTING SF	PROPOSED SF
Non-Residential Building	-	897
Pump Station	1,471	1,471
Stairs	-	50
Asphalt Paving	890	1,245
Sidewalk	-	591
Sub Totals	2,361	4,254
Open Space (SF)	9,322	7,429
Open Space Ratio	0.80	0.64



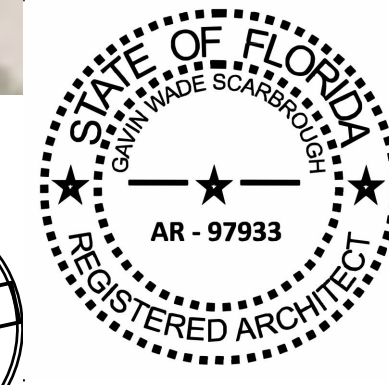
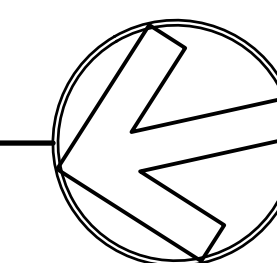
Bike Rack



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Site Plan

1/16" = 1' - 0"



date:
12/10/2021
revision:
04/21/2022

sheet:
A0.1

Trumbo Village
255 Trumbo Road
Key West, FL

THOMAS E. POPE, P.A.
POPE-SCARBROUGH-ARCHITECTS
610 White St., Key West FL
(305) 296 3611

LIFE SAFETY NOTES

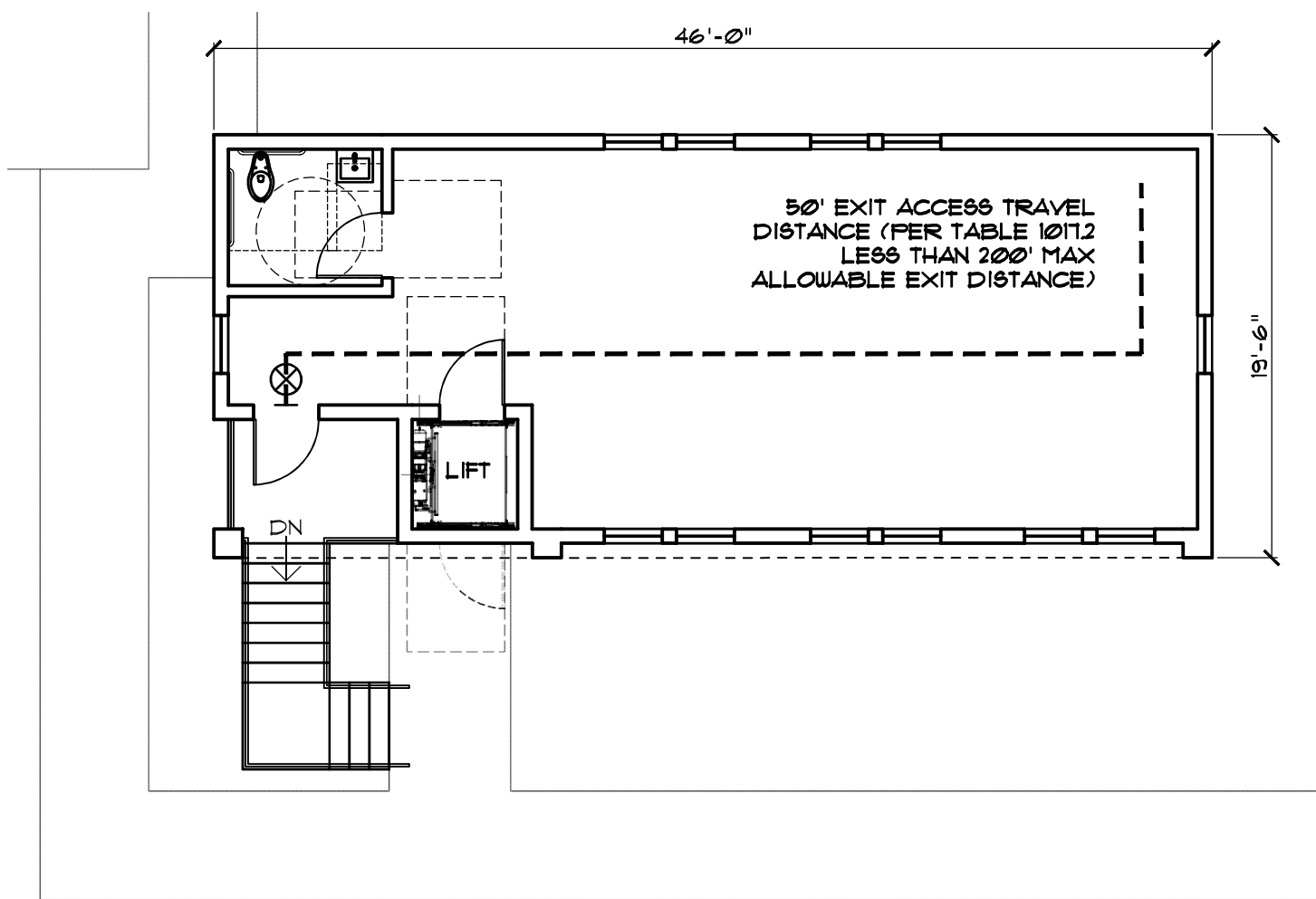
BUILDING EQUIPPED WITH FIRE SPRINKLERS
 FBC 2020 TABLE 1011.2
 OCCUPANCY TYPE R-2 250 FT TO EXIT (MAX ALLOWED)
 HVAC FIRE DAMPERS TO BE INSTALLED AT ALL PENETRATIONS THROUGH FIRE RATED ASSEMBLIES
 CORRIDOR 4 DEMISING WALLS TO HAVE ONE HOUR FIRE RATING (MINIMUM REQUIRED)
 ALL BEDROOMS TO HAVE SMOKE DETECTORS, REFER TO FLOOR PLANS AND ELEVATIONS FOR ALL SMOKE DETECTOR & FIRE ALARM LOCATIONS

LEDGEND REFER TO SHEET A3.0 FOR WALL DETAILS

	TWO HOUR FIRE SEPARATION
	EXIT PASSAGE
	WALL TYPE

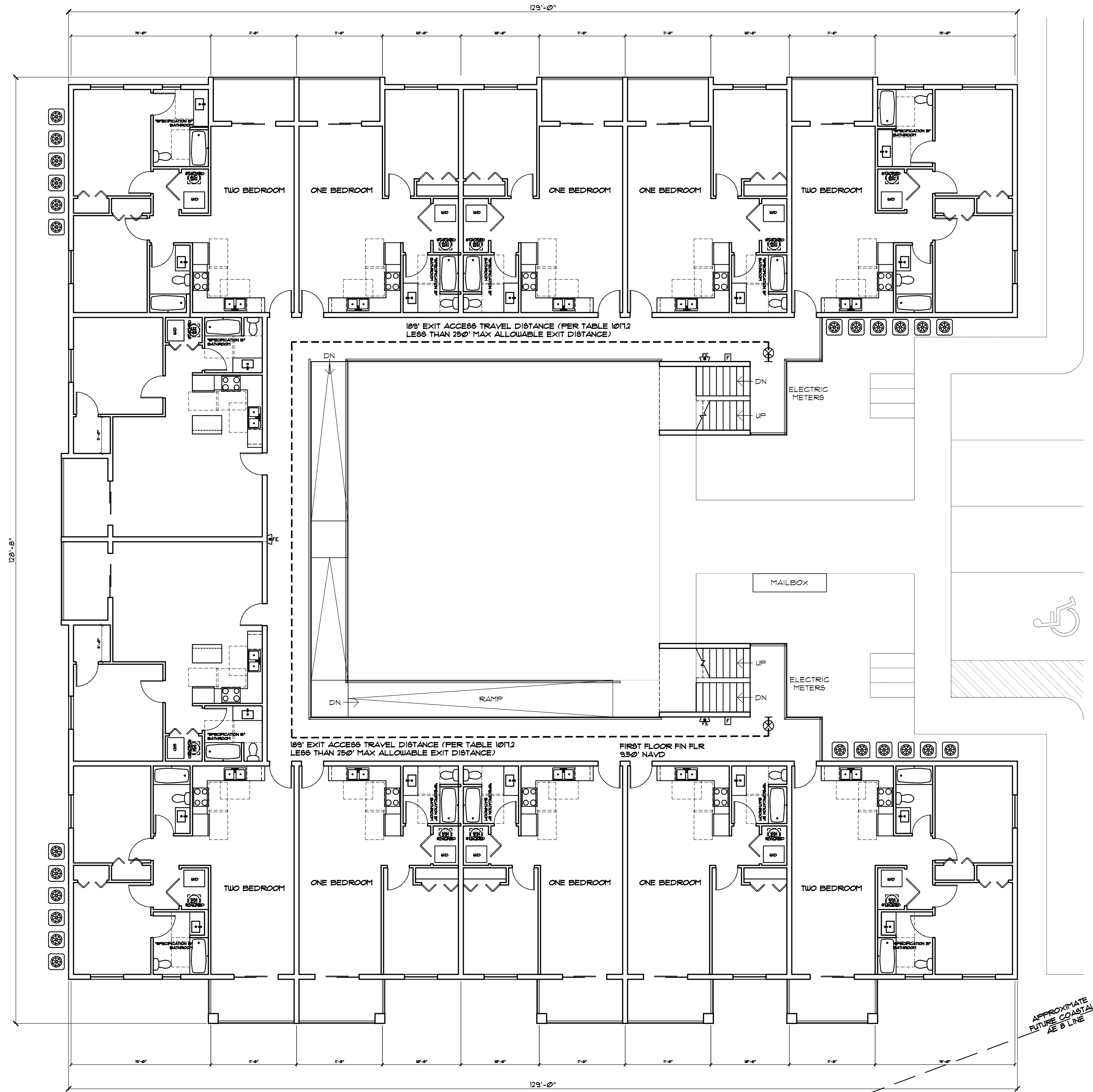
LIFE SAFETY SYMBOLS

	SMOKE DETECTOR
	MANUAL PULL STATION
	HORN W/ STROBE
	FIRE EXTINGUISHER
	CARBON DETECTOR
	EXIT SIGN



Floor Plan

1/8" = 1' - 0"

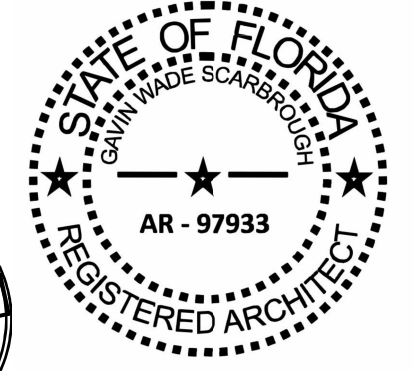


First Floor Plan

1/8" = 1' - 0"

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 04/21/2022

sheet: A1.1

Trumbo Village
 255 Trumbo Road Key West, FL



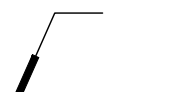
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APPROXIMATE FUTURE COASTAL AE 0 LINE



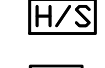



LIFE SAFETY NOTES

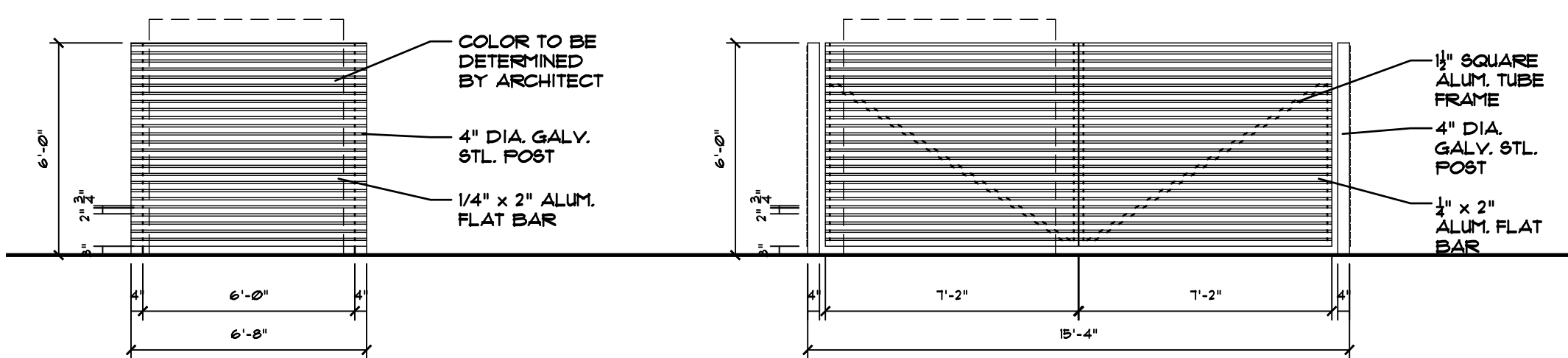
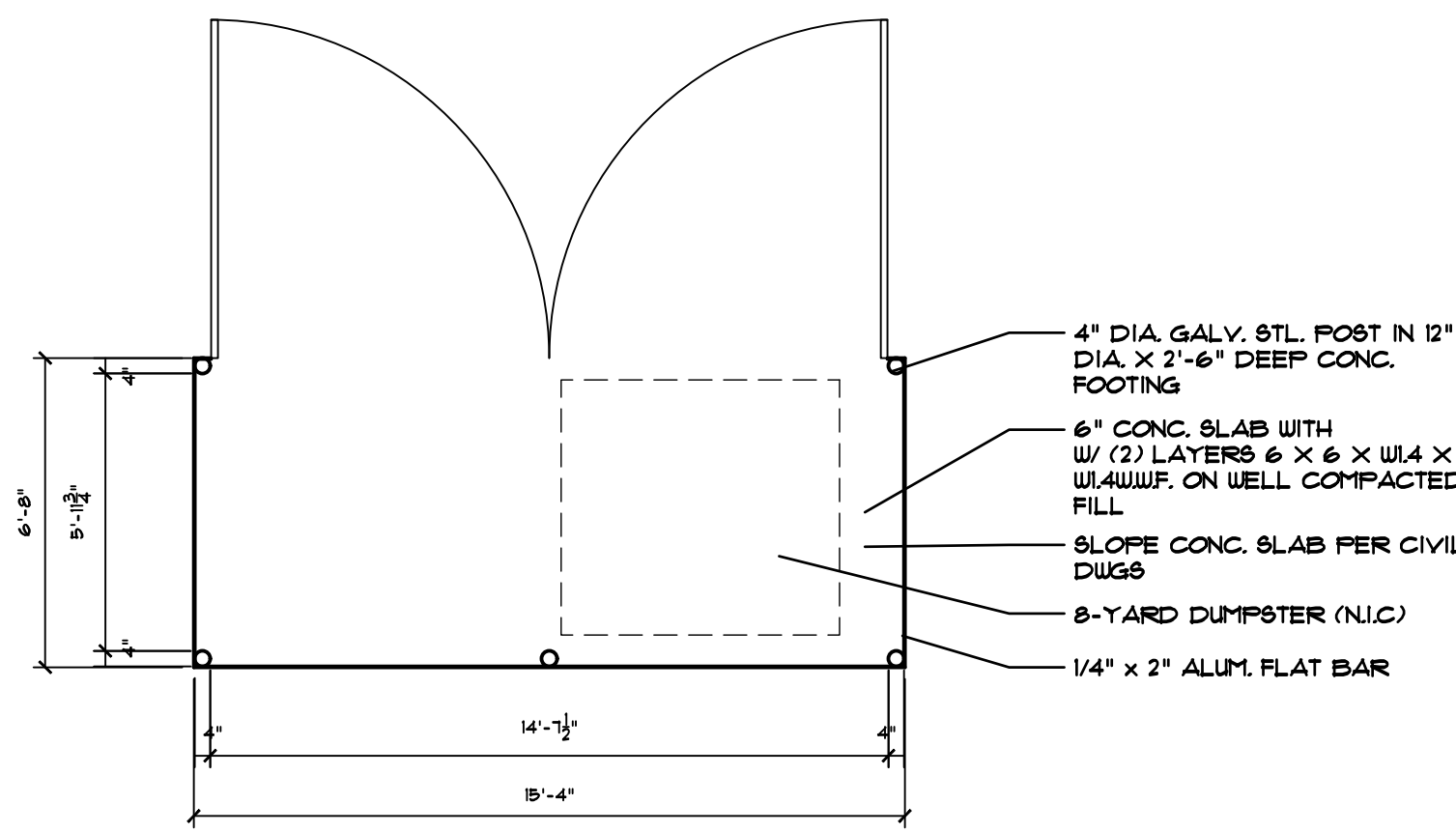
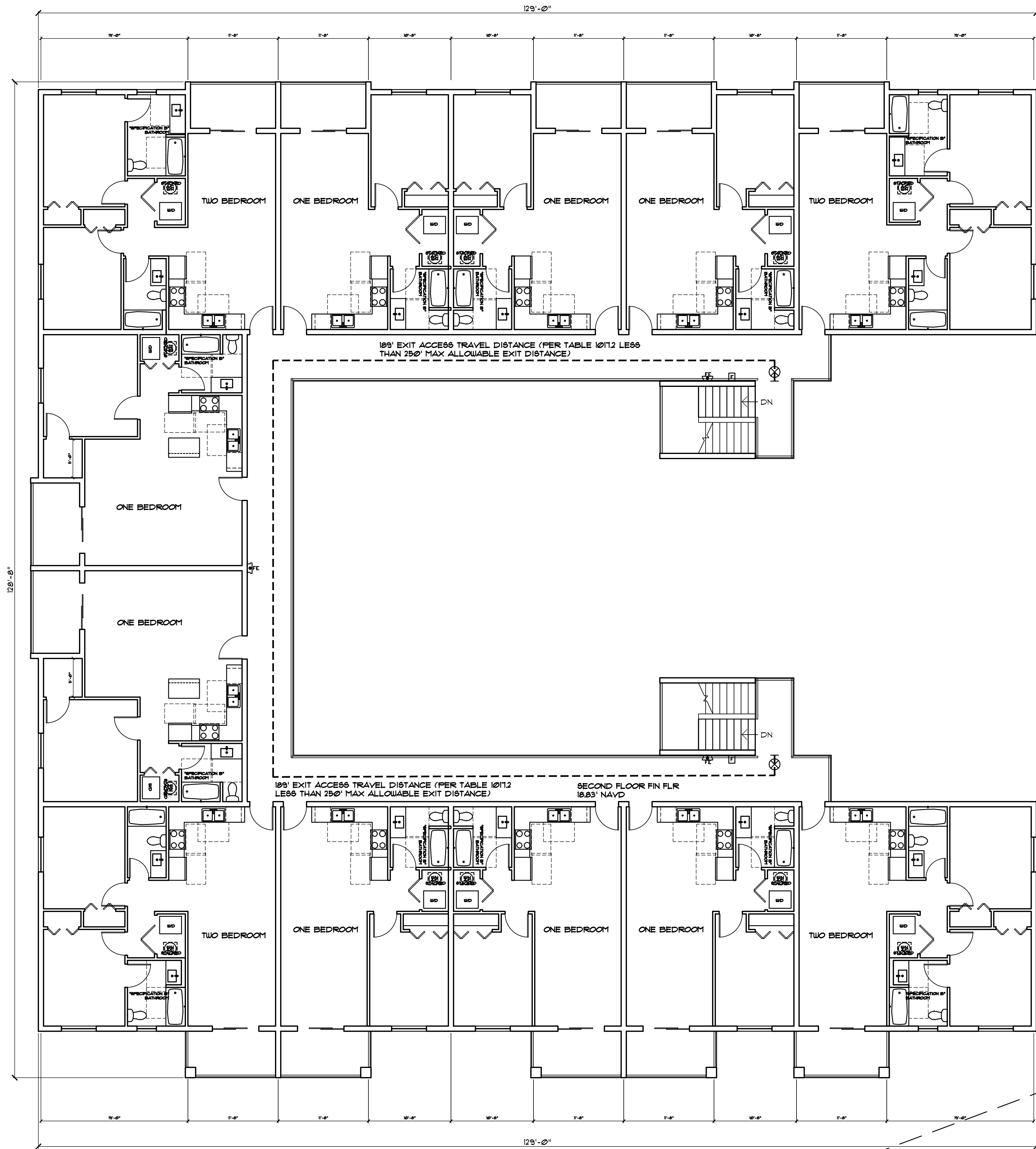
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	TWO HOUR FIRE SEPARATION
	EXIT PASSAGE
	WALL TYPE

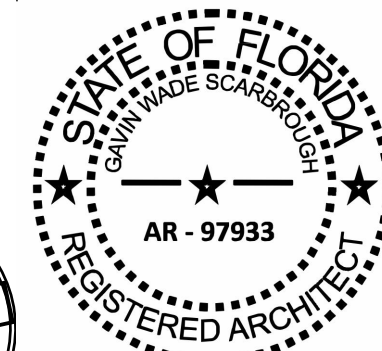
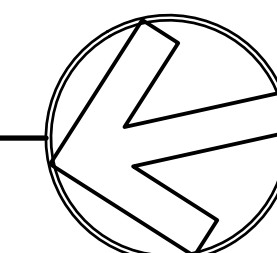
LIFE SAFETY SYMBOLS

	SMOKE DETECTOR
	MANUAL FULL STATION
	HORN W/ STROBE
	FIRE EXTINGUISHER
	CARBON DETECTOR
	EXIT SIGN



Trash Enclosure
 1/8" = 1' - 0"

Second Floor Plan
 1/8" = 1' - 0"

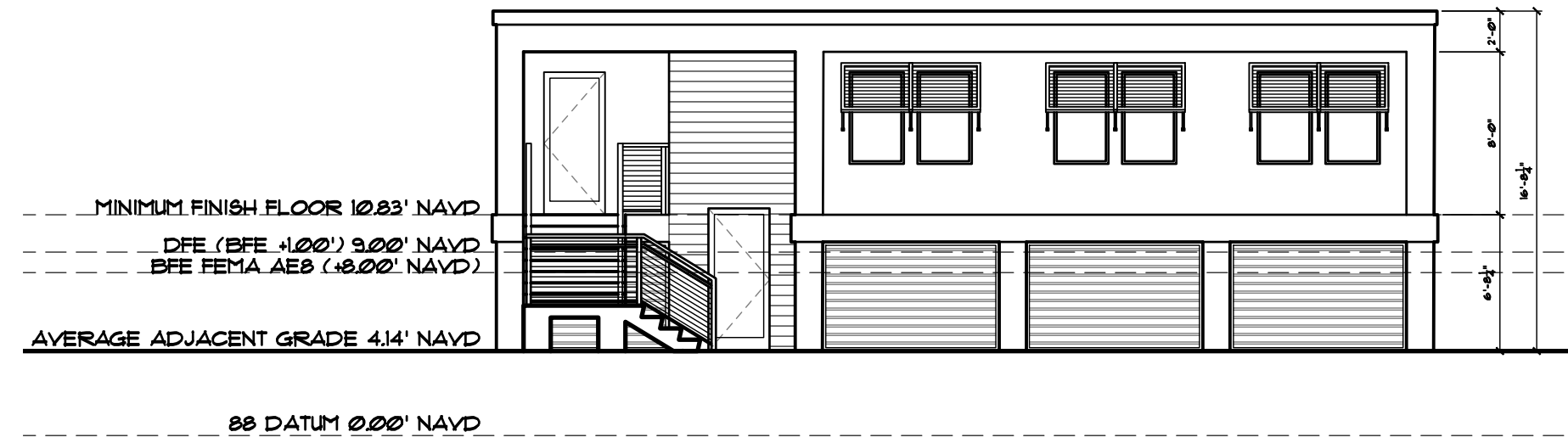


THOMAS E. POPE, P.A.
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 (305) 296 3611 610 White St, Key West FL

Trumbo Village
 255 Trumbo Road Key West, FL

date:
 12/10/2021
 revision:
 02/11/2022

sheet:
 A1.2



Trumbo Road Elevation

1/8" = 1' - 0"



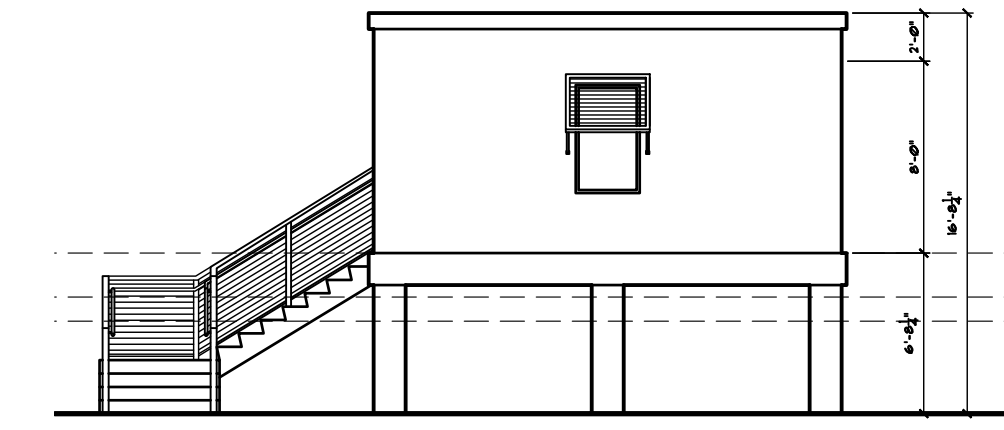
Side Elevation

1/8" = 1' - 0"



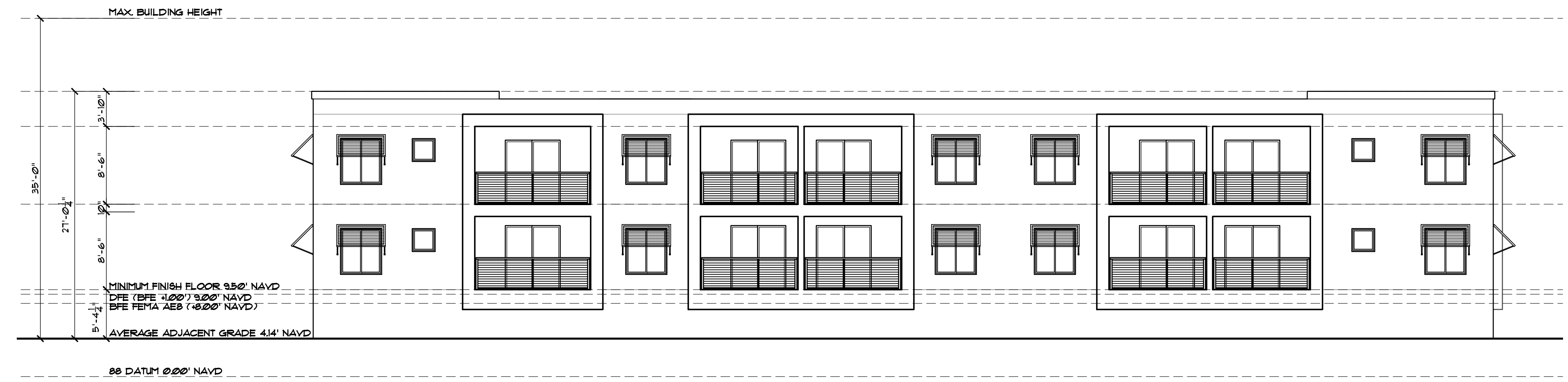
Rear Elevation

1/8" = 1' - 0"



Side Elevation

1/8" = 1' - 0"



Rear Elevation

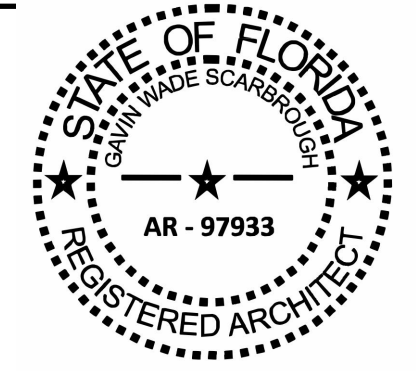
1/8" = 1' - 0"



Trumbo Road Elevation

1/8" = 1' - 0"

- NARRATIVE OF REVISION 2, DATED 04-21-2022
- 5 PARKING SPACES ADDED. VALUES ON TABLE ADJUSTED TO MATCH.
 - ASPHALT PAVING CHANGED TO BRICK PAVERS (50% IMPERVIOUS) AT PARKING SPACES. VALUES ON TABLE ADJUSTED TO MATCH.
 - CONTEXT SITE PLAN (SHEET A2.3) ADDED TO DRAWING SET.
 - NON-RESIDENTIAL BUILDING RAISED ABOVE FLOOD AND REDESIGNED. SIDEWALK ADJUSTED ACCORDINGLY. VALUES ON TABLE ADJUSTED TO MATCH.

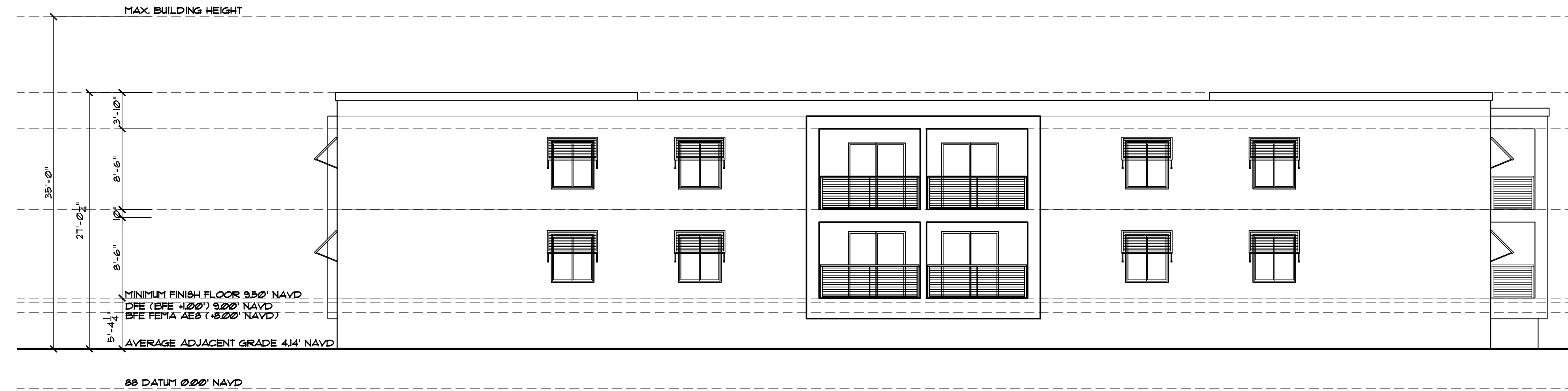


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 revision: 02/11/2022
 04/21/2022

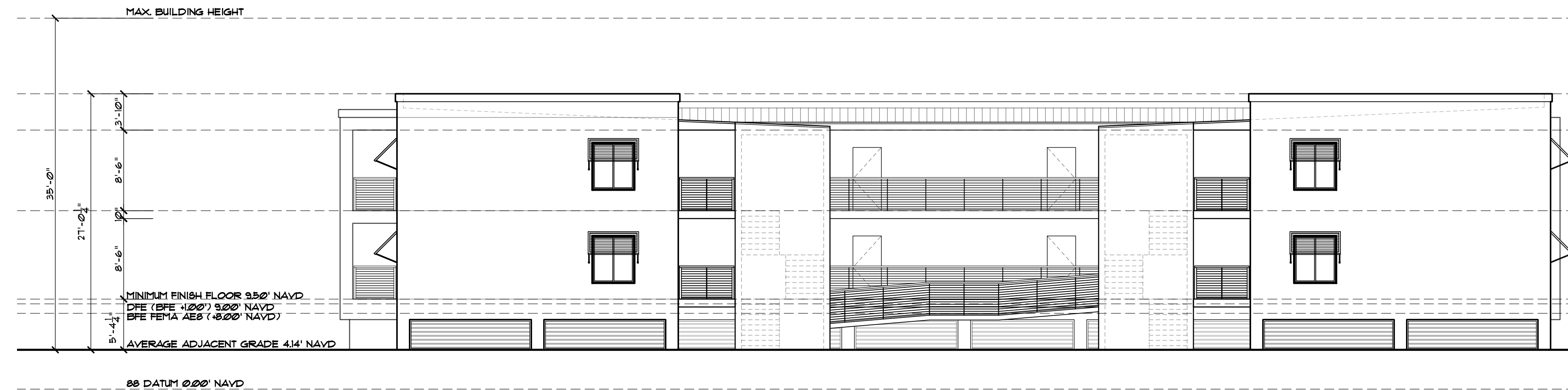
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Trumbo Village
 255 Trumbo Road
 Key West, FL

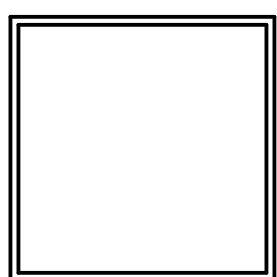
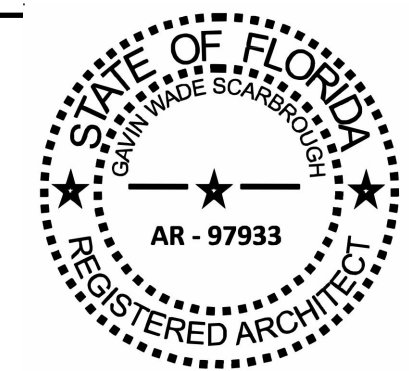
THOMAS E. POPE, P.A.
 POPE-SCARBROUGH-ARCHITECTS
 (305) 296 3611
 610 White St, Key West FL



Side Elevation
1/8" = 1' - 0"



Parking Side Elevation
1/8" = 1' - 0"

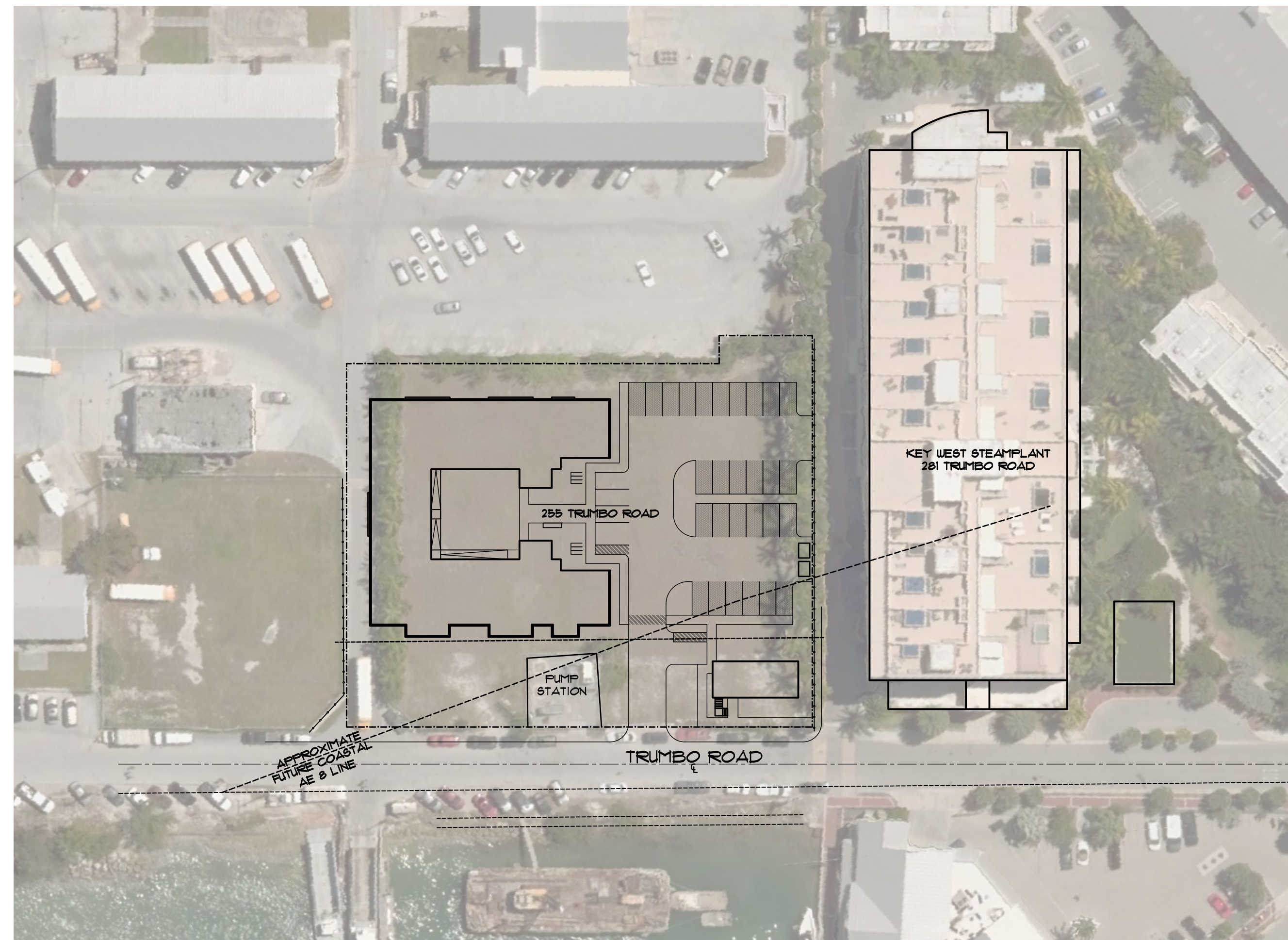


Trumbo Village
255 Trumbo Road Key West, FL

THOMAS E. POPE, P.A.
POPE-SCARBROUGH-ARCHITECTS
610 White St, Key West FL
(305) 296 3611

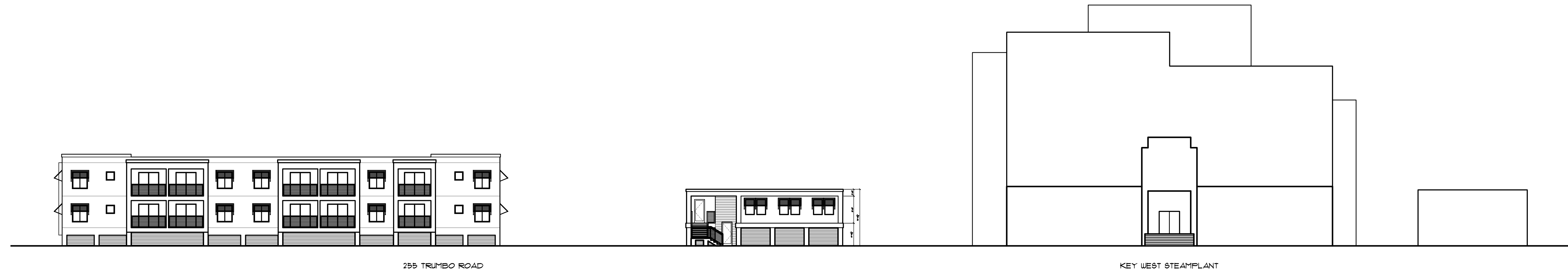
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12/10/2021
revision:

sheet:
A2.2



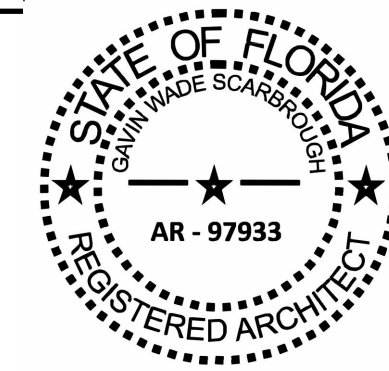
Site Plan

1" = 50' - 0"



Trumbo Road Elevation

1/16" = 1' - 0"



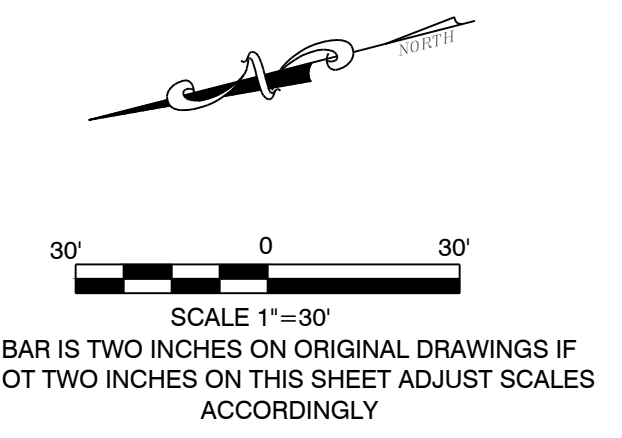
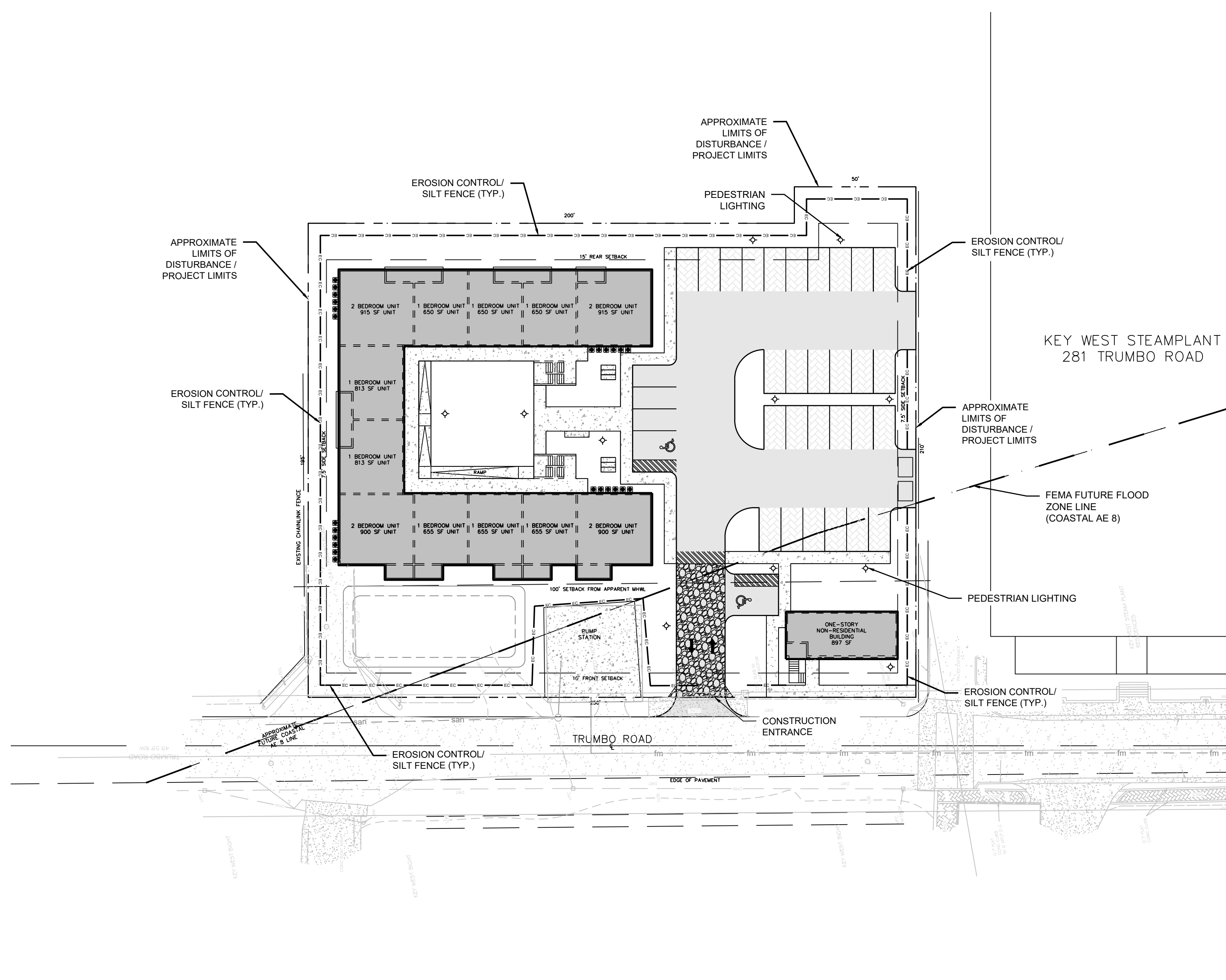
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12/10/2021
revision:

sheet:

A2.3

Trumbo Village
255 Trumbo Road Key West, FL

THOMAS E. POPE, P.A.
POPE-SCARBROUGH-ARCHITECTS
610 White St, Key West FL
(305) 296 3611

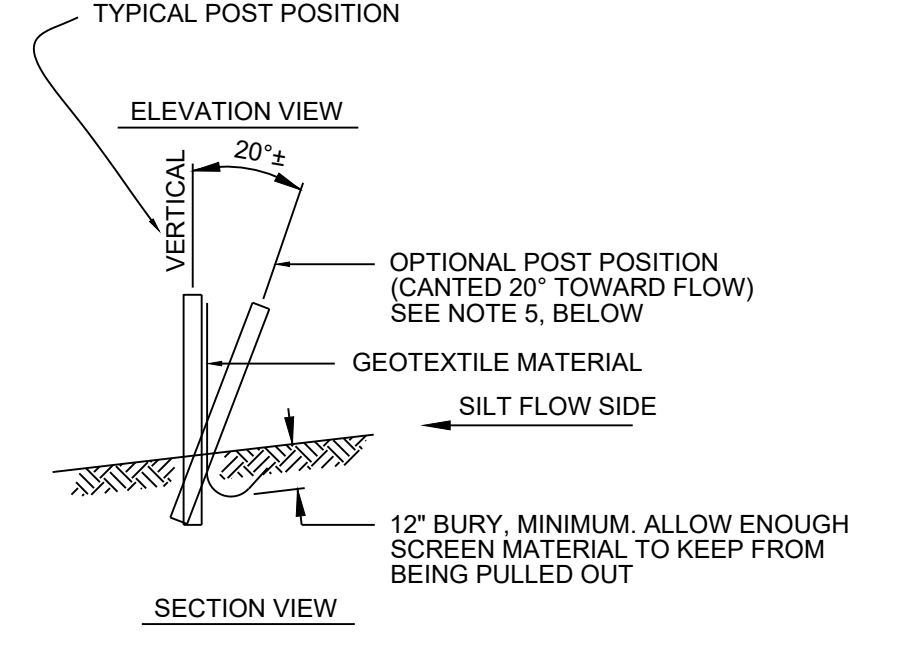
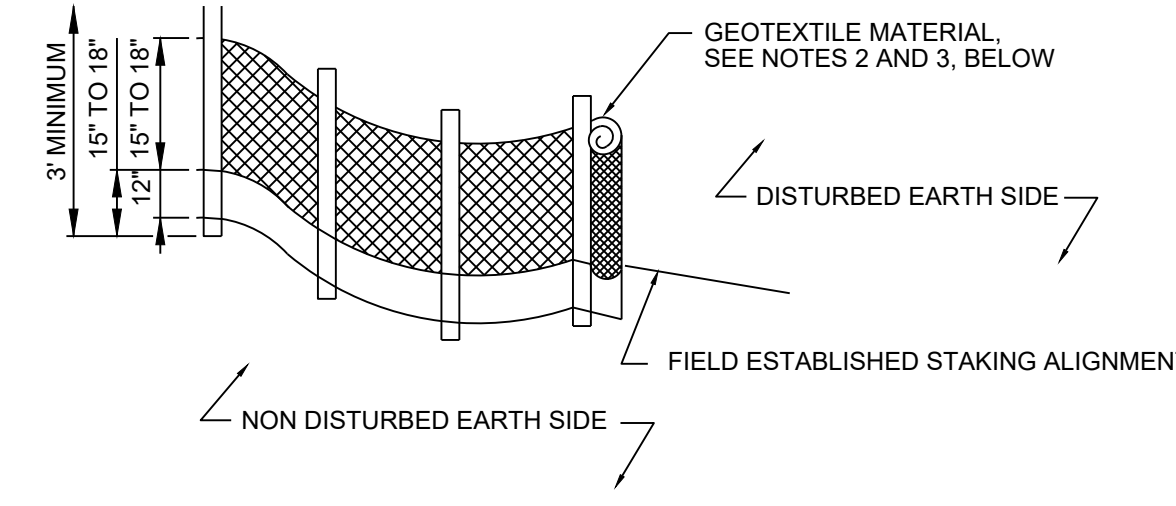


SWPPP GENERAL NOTES

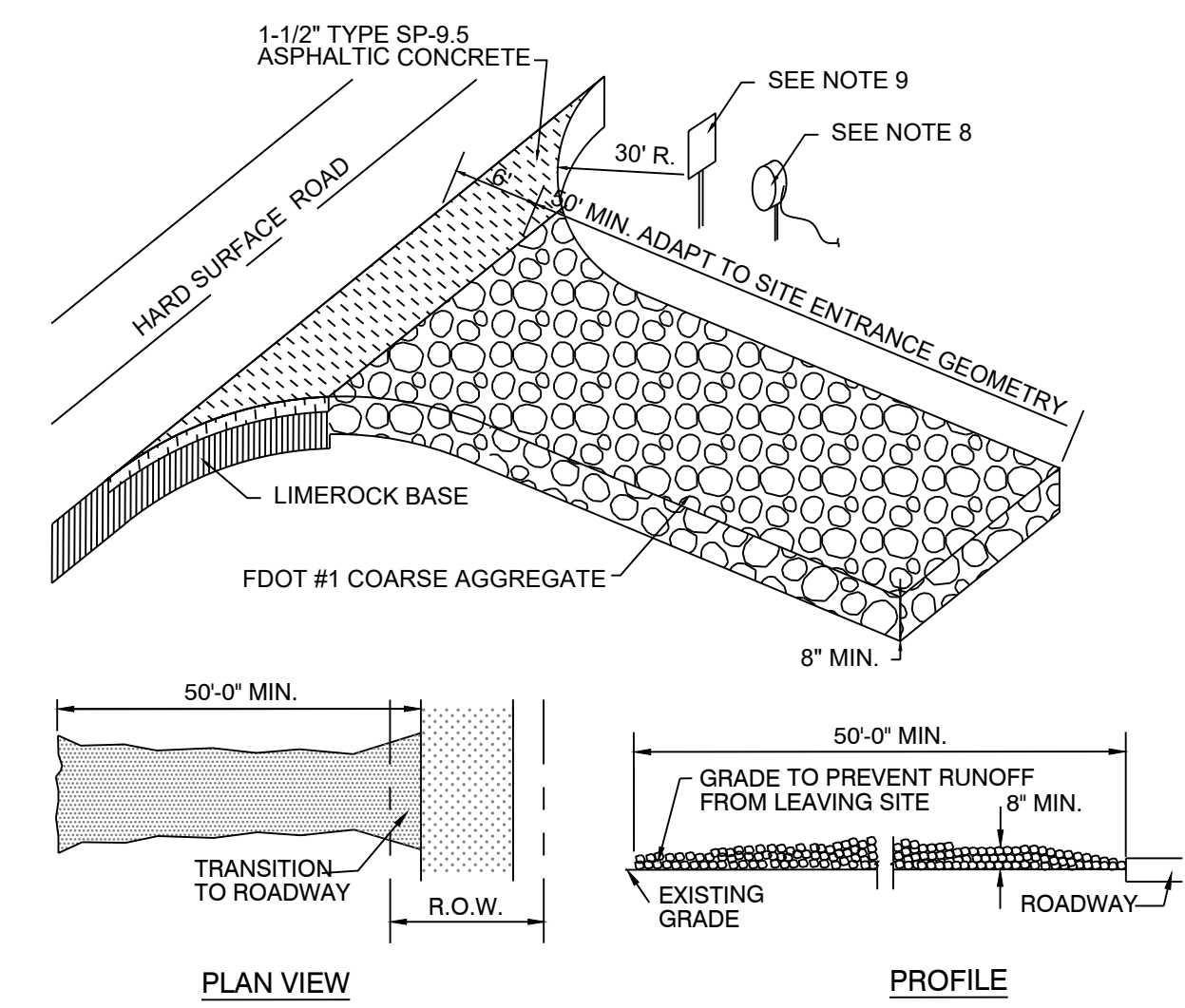
- ALL AREAS WITHIN THE PROJECT LIMITS WILL BE SUBJECTED TO SOIL DISTURBANCE.
- THE ATTACHED BEST MANAGEMENT PRACTICES (BMP'S) DETAILS AND SPECIFICATIONS ARE ONLY A SUGGESTED APPROACH DEVELOPED FOR USE BY THE OWNER/CONTRACTOR TO ASSIST THEM IN IMPLEMENTING APPROPRIATE POLLUTION PREVENTION TECHNIQUES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING THE SWPPP.
- THE CONTRACTOR SHALL SUBMIT A "NOTICE OF INTENT TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES, DEP FORM 62-621.300(4)(B)," ALSO KNOWN AS NOTICE OF INTENT OR NOI, TO THE DEPARTMENT, AND SUBMIT THE PERMIT FEE.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO IMPLEMENT THE BEST MANAGEMENT PRACTICES AS OUTLINED IN THE CIVIL DOCUMENTS, THE STORMWATER POLLUTION PREVENTION PLAN, AND SPECIFICATION.
- ANY ITEMS LISTED UNDER THE ABOVE REFERENCED KEYNOTES AS "CONTRACTOR TO LOCATE" SHALL BE DETERMINED BY CONTRACTOR IN ACCORDANCE WITH APPLICABLE CONSTRUCTION SCHEDULING.
- THE CONTRACTOR SHALL SUBMIT AN EROSION AND SEDIMENT CONTROL PLAN FOR APPROVAL PRIOR TO STARTING CONSTRUCTION.

EROSION CONTROL NOTES

- EROSION, SEDIMENT, AND TURBIDITY CONTROL MEASURES SHALL BE PROVIDED THROUGHOUT CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING AND REPAIRING ALL SLOPES AND SURFACES THROUGHOUT CONSTRUCTION AND UNTIL A STABLE SURFACE CONDITION EXISTS. THE CONTRACTOR SHALL MINIMIZE THE EXPOSED AREA AT ANY POINT DURING CONSTRUCTION AS MUCH AS PRACTICAL.
- FILTER FABRIC SILT FENCE SHALL BE IN CONFORMANCE WITH SECTION 985, FDOT SPECIFICATION.
- CONTRACTOR SHALL INSTALL EROSION CONTROLS NOTED ON DRAWINGS AND APPLICABLE PERMITS. EROSION CONTROLS SHALL BE MAINTAINED UNTIL A PERMANENT STAND OF GRASS IS PLANTED ONSITE.
- BALED HAY OR STRAW BARRIERS SHALL BE CONSTRUCTED AND MAINTAINED IN CONFORMANCE WITH FDOT INDEX NO. 103.
- SILT FENCE LOCATIONS SHOWN HEREON ARE FOR CLARITY ONLY AND SHOULD BE CONSTRUCTED WITHIN PROPERTY LINES.
- PROVIDE EROSION CONTROL MEASURES CONSISTING OF STAKED SILT FENCES AND FILTER SOCK ALONG THE PROPOSED LIMITS OF CONSTRUCTION AS INDICATED ON THE DRAWINGS. PROVIDE ADDITIONAL MEASURES AS NECESSARY TO AVOID ADVERSE IMPACTS TO JURISDICTIONAL AREAS (WETLANDS OR WATER BODIES) AND OFF-SITE LANDS AND WATERBODIES. MAINTAIN THESE MEASURED DAILY UNTIL CONSTRUCTION ACCEPTANCE BY THE OWNER AND THEN REMOVE AND LEGALLY DISPOSE OF SAID MEASURES.
- EROSION CONTROL SHALL MAINTAINED WITHIN CONSTRUCTION AREA BY QUICKLY STABILIZING DISTURBED AREA TO PREVENT THE RELEASE OF SEDIMENT. THIS SHALL BE ACCOMPLISHED USING GRASS COVER, FILTER SOCK AND OTHER MEANS ACCEPTABLE TO OWNER, ENGINEER AND REGULATORY AGENCIES.
- DURING CONSTRUCTION, THE CONTRACTOR SHALL, AT THE REQUEST OF THE OWNER OR AS NECESSARY MODIFY, RELOCATE THE ENVIRO-FENCE AND/OR SILT FENCE TO ALLOW FOR ACCESS AND TO COMPLETE CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ADEQUATE EROSION CONTROL AT ALL TIMES.
- DURING CONSTRUCTION, THE CONTRACTOR WILL PROVIDE TEMPORARY SEEDING AND MULCHING FOR AREA THAT HAVE BEEN CLEARED (INCLUDING AREAS OF CONCRETE AND PAVEMENT REMOVAL) AND NOT REWORKED WITHIN 7 CALENDAR DAYS DURING THE WET SEASON (APRIL THROUGH SEPTEMBER AND 14 CALENDAR DAYS DURING THE DRY SEASON (OCTOBER THROUGH MARCH). ALSO, ALL SIDE SLOPES SHALL BE SODDED OR SEEDED AND MULCHED WITHIN 7 DAYS DURING WET SEASON AND 14 DAYS DURING THE DRY SEASON.
- ALL SURFACE WATER DISCHARGE FROM SITE, INCLUDING DEWATERING DISCHARGE SHALL MEET STATE WATER QUALITY STANDARDS (LESS THAN 29 NTU ABOVE BACKGROUND) PRIOR TO REACHING ANY WATERS OF THE STATE INCLUDING WETLAND.
- IN THE EVENT THAT THE EROSION PREVENTION AND CONTROL DEVICES SHOWN IN THESE PLANS PROVE NOT TO BE EFFECTIVE. ALTERNATE METHODS FOR MAINTAINING STATE WATER QUALITY STANDARDS FOR DISCHARGE FROM THE CONSTRUCTION SITE WILL BE REQUIRED. ANY ALTERNATE EROSION PREVENTION AND CONTROL DEVICES MUST BE APPROVED BY THE CITY AND SFWMD COMPLIANCE PERSONNEL PRIOR TO PLACEMENT.



- NOTES:**
- POST: 2"x2" WOOD, P.T. OR 2-1/2"x2" STEEL AT 6' CENTERS, MAXIMUM.
 - GEOTEXTILE: GRAB TENSILE AT 90 LBS; TRAPEZOIDAL TEAR AT 35 LBS.; MULLEN BURST AT 180 PSI.
 - GEOTEXTILE MATERIAL SHALL BE BURIED IN THE GROUND A MINIMUM OF 12" AND BACK FILLED.
 - ALSO SEE FDOT INDEX 199 "GEOTEXTILE CRITERIA" EROSION CLASS.
 - OPTIONAL POST POSITION REQUIRED WHEN SLOPE IS GREATER THAN 1:2.



- NOTES:**
- STONE SIZE- 3 TO 5 INCH OPEN GRADED ROCK.
 - LENGTH- AS EFFECTIVE, BUT NOT LESS THAN 50 FEET.
 - THICKNESS- NOT LESS THAN 8 INCHES.
 - WIDTH- NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS.
 - WASHING OF ALL VEHICLE UNDERCARRIAGE, WHEEL WELLS AND WHEELS IS MANDATORY TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED STRAP OR SEDIMENT BASIN. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH, OR WATERCOURSE USING APPROVED METHODS.
 - MAINTENANCE- THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADWAYS. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND, AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC ROADWAY MUST BE REMOVED IMMEDIATELY.
 - DRAINAGE- ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.
 - PROVIDE WATER SUPPLY AND MINIMUM 100 FT. LONG HOSE AND SPIGOT AT EACH DESIGNATED CONSTRUCTION EXIT.
 - PROVIDE SIGNAGE AT EACH DESIGNATED EXIT REQUIRING WASHING OF ALL VEHICLES LEAVING SITE.
 - ENTRANCE LOCATIONS FOR SCHEMATIC PURPOSES ONLY AND ARE APPROXIMATE. CONTRACTOR TO COORDINATE ACTUAL LOCATIONS ACCORDING TO PHASING PLANS.

1 Staked Silt Barrier Detail
NTS

2 GRAVEL CONSTRUCTION ENTRANCE
NTS

PRELIMINARY - NOT FOR CONSTRUCTION

CIVIL ENGINEERING - REGULATORY PERMITTING - CONSTRUCTION MANAGEMENT

Key West Office
1010 E. Duval Street, Suite 302
Key West, Florida 33040
Tel: (305) 293-9440

PEREZ ENGINEERING & DEVELOPMENT, INC.
CERTIFICATE OF AUTHORIZATION No. 8579

ALLEN E. PEREZ, P.E.
Florida P.E. NO. 51468
April 28, 2022

REVISIONS:

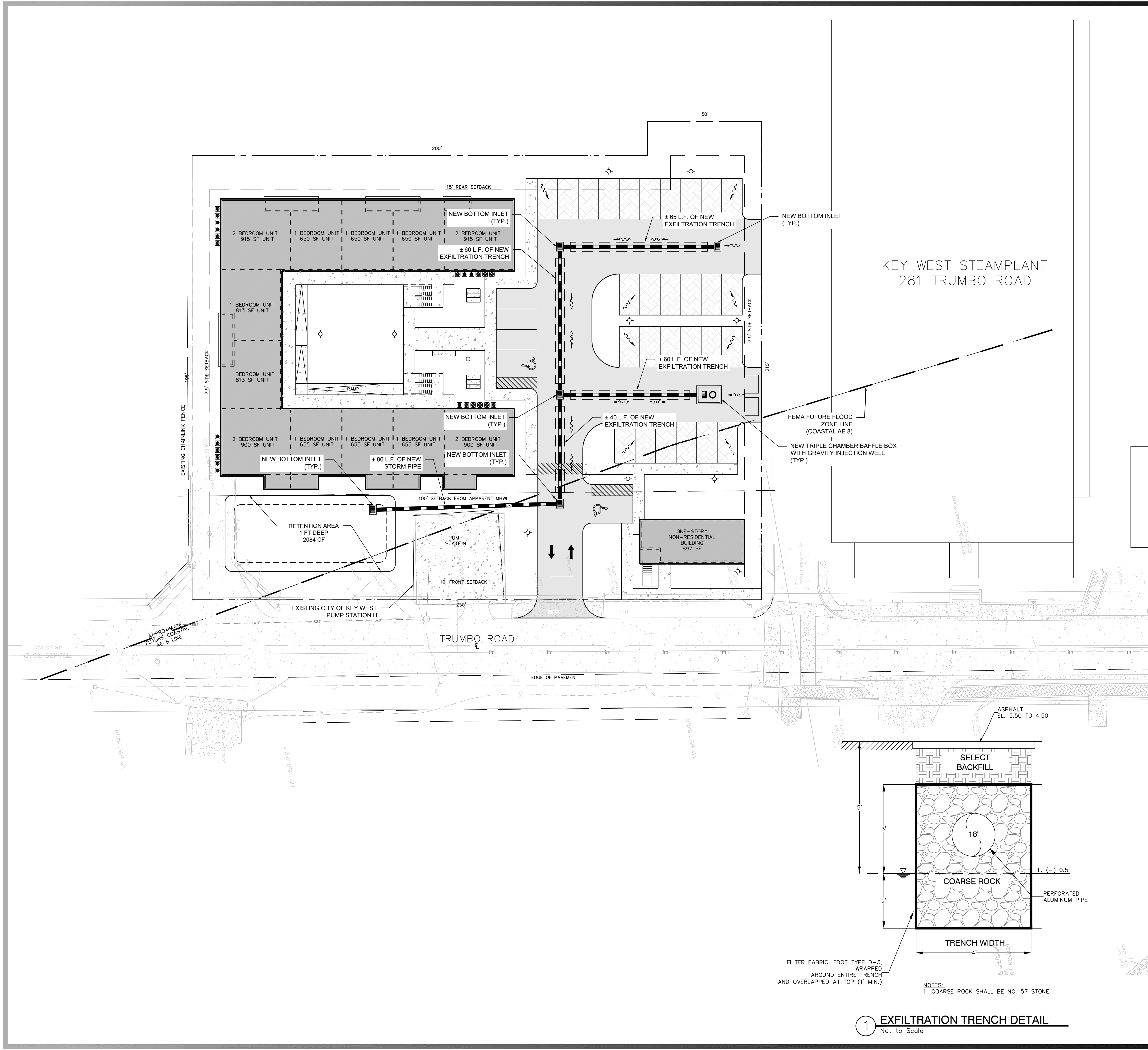
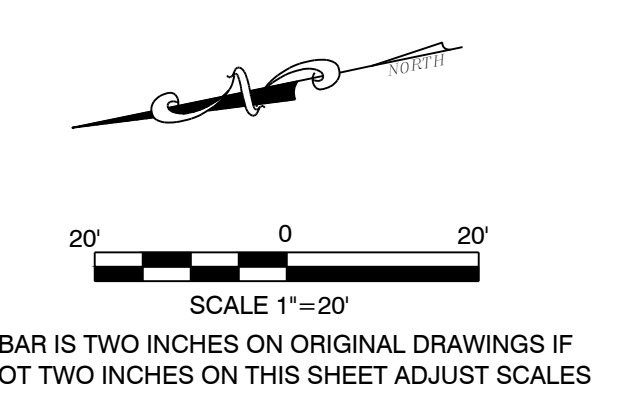
1	ORIGINAL - NOVEMBER 2021
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TRUMBO VILLAGE
255 TRUMBO ROAD
KEY WEST, FL. 33040
EROSION CONTROL PLAN

POPE-SCARBROUGH
610 WHITE STREET
KEY WEST, FL. 33040

JOB NO. 211062
DRAWN AEP
DESIGNED AEP
CHECKED AEP

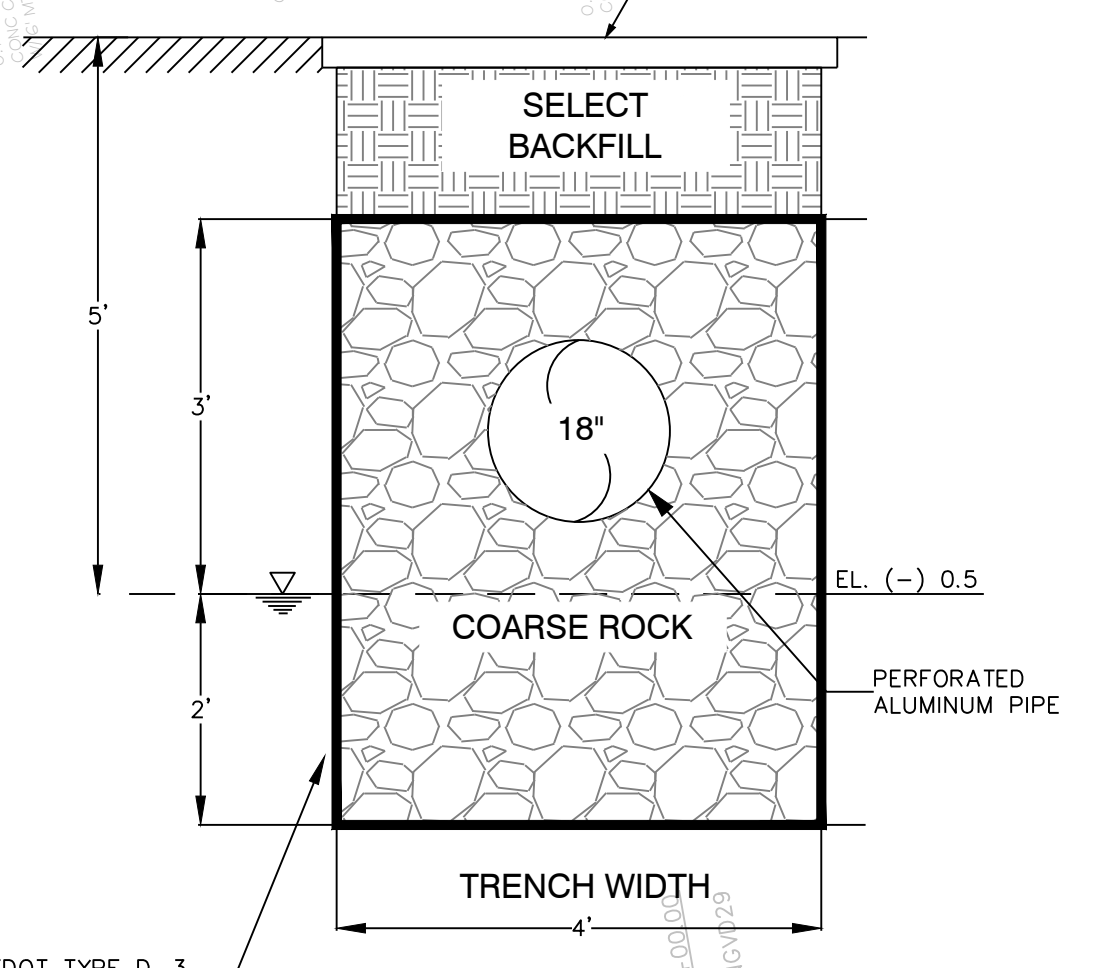
SHEET C-100



KEY WEST STEAMPLANT
281 TRUMBO ROAD

Water Quantity Calculations - 25yr/72hr Design Storm			
<i>Water Quantity - Predevelopment</i>			
Total basin Area	1.136	ac	49,500
Pervious Area	1.025	ac	44,657
Impervious Area	0.111	ac	4,843
% Impervious	9.78%		
Rainfall for 25yr/24hr event	P ₂₄ = 9	in	
Rainfall for 25yr/3day event	P ₇₂ = 12.23	in	
Depth to Water Table	2.5	ft	
Predeveloped Available Storage	4.55	in	
Soil Storage	S = 4.10	in	
Q _{pre} = (P ₇₂ - 0.2S) ² / (P ₇₂ + 0.8S)	Q _{pre} = 8.39	in	
Runoff Volume from 25 year/ 3 day storm	V _{25yr/72h} = 9.54	ac-in	
<i>Water Quantity - Postdevelopment</i>			
Project Area	A = 1.136	ac	49,500
Pervious Area	0.463	ac	20,157
Impervious Area	0.686	ac	29,887
% Impervious	60.4%		
Rainfall for 25yr/24hr event	P ₂₄ = 9	in	
Rainfall for 25yr/3day event	P ₇₂ = 12.23	in	
Depth to Water Table	2.5	ft	
Developed Available Storage	3.4	in	
Soil Storage	S = 1.35	in	
Q _{post} = (P ₇₂ - 0.2S) ² / (P ₇₂ + 0.8S)	Q _{post} = 10.75	in	
Runoff Volume from 25 year/ 3 day storm	V _{25yr/72h} = 12.22	ac-in	
<i>Postdevelopment - Predevelopment</i>			
Q _{pre-post} = Q _{post} - Q _{pre}	Q _{pre-post} = 2.36	in	
Pre/Post Volume = Q _{pre-post} x A	V _{pre-post} = 2.68	ac-in	

Water Quality Calculations			
<i>Water Quality</i>			
Project Area	1.136	ac	49,500
Surface Water	0.000	ac	0
Roof Area	0.291	ac	12,665
Pavement/Walkways	0.383	ac	16,678
Pervious area	0.463	ac	20,157
Impervious area for water Quality (Site area for Water Quality - Pervious area)	0.383	ac	16,678
% Impervious for Water Quality	34%		
A) One inch of runoff from project area	1.136	ac-in	
B) 2.5 inches times percent impervious (2.5 x percent impervious x (site area - surface water))	0.957	ac-in	
Total Treatment Volume Required	1.136	ac-in	4,125
Pond Volume Provided	0.574	ac-in	2,084
Exfiltration Volume Provided	0.757	ac-in	2,749
Total Volume Provided	1.332	ac-in	4,833



NOTES:
1. COARSE ROCK SHALL BE NO. 57 STONE.

1 EXFILTRATION TRENCH DETAIL
Not to Scale

Exfiltration Trench Design	
Required trench length (L) =	$\frac{V}{K(2H_2Du - Du^2 + 2H_2Ds) + 1.39 \times 10^{-4}(W)(Du)}$
Assumed Hydraulic Conductivity, K =	0.0000633
H =	2.5 ft
W =	5 ft
Du =	1 ft
Ds =	7.5 ft
Volume of Trench, V =	0.757 ac-in
Trench Length Provided =	228 FT

PRELIMINARY - NOT FOR CONSTRUCTION

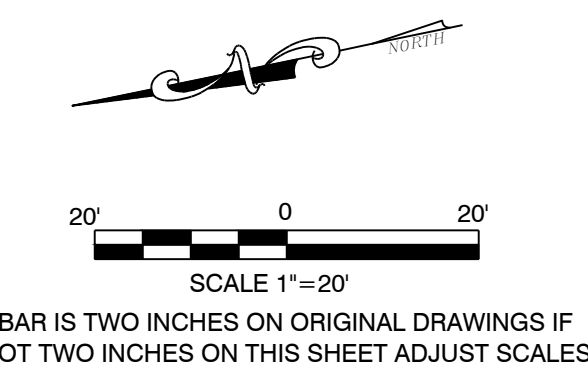
CIVIL ENGINEERING - REGULATORY PERMITTING - CONSTRUCTION MANAGEMENT
PEREZ ENGINEERING & DEVELOPMENT, INC
 Key West Office
 1010 E. Duval Street, Suite 202
 Key West, Florida 33040
 Tel: (305) 293-9440
 CERTIFICATE OF AUTHORIZATION No. 8579
 ALLEN E. PEREZ, P.E.
 Florida P.E. NO. 51468
 April 29, 2022

ORIGINAL: NOVEMBER 2021
 REVISIONS:
 1
 2
 3
 4
 5
 6

TRUMBO VILLAGE
255 TRUMBO ROAD
KEY WEST, FL. 33040
 CONCEPTUAL GRADING AND DRAINAGE PLAN

POPE-SCARBROUGH
610 WHITE STREET
KEY WEST, FL. 33040

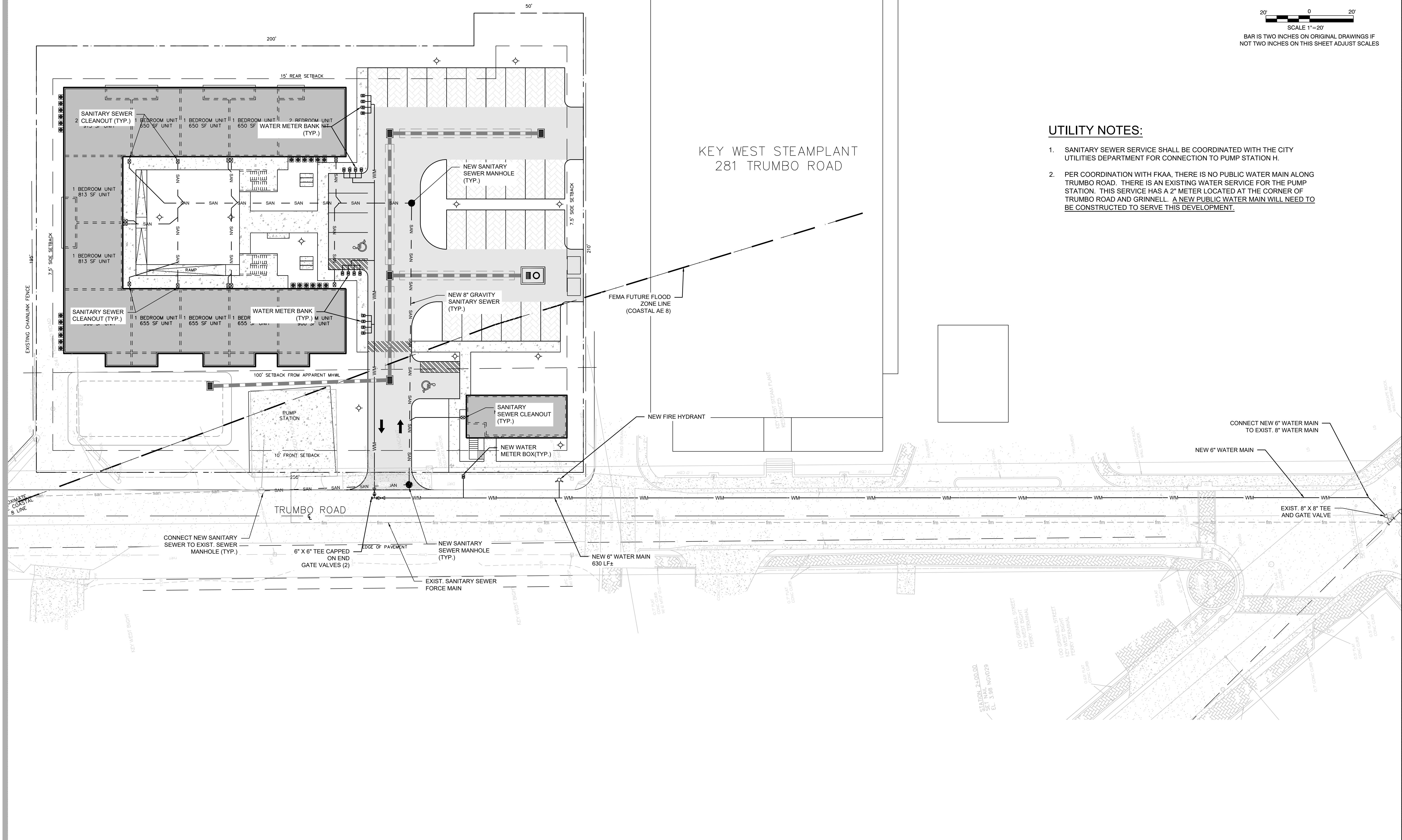
JOB NO. 211062
 DRAWN AEP
 DESIGNED AEP
 CHECKED AEP
 SHEET C-200



KEY WEST STEAMPLANT
281 TRUMBO ROAD

UTILITY NOTES:

1. SANITARY SEWER SERVICE SHALL BE COORDINATED WITH THE CITY UTILITIES DEPARTMENT FOR CONNECTION TO PUMP STATION H.
2. PER COORDINATION WITH FCAA, THERE IS NO PUBLIC WATER MAIN ALONG TRUMBO ROAD. THERE IS AN EXISTING WATER SERVICE FOR THE PUMP STATION. THIS SERVICE HAS A 2" METER LOCATED AT THE CORNER OF TRUMBO ROAD AND GRINNELL. A NEW PUBLIC WATER MAIN WILL NEED TO BE CONSTRUCTED TO SERVE THIS DEVELOPMENT.



REVISIONS:

1	ORIGINAL - NOVEMBER 2021
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TRUMBO VILLAGE
255 TRUMBO ROAD
KEY WEST, FL. 33040
CONCEPTUAL WATER AND SEWER PLAN

POPE-SCARBROUGH	610 WHITE STREET	KEY WEST, FL. 33040
JOB NO.	211062	
DRAWN	AEP	
DESIGNED	AEP	
CHECKED	AEP	

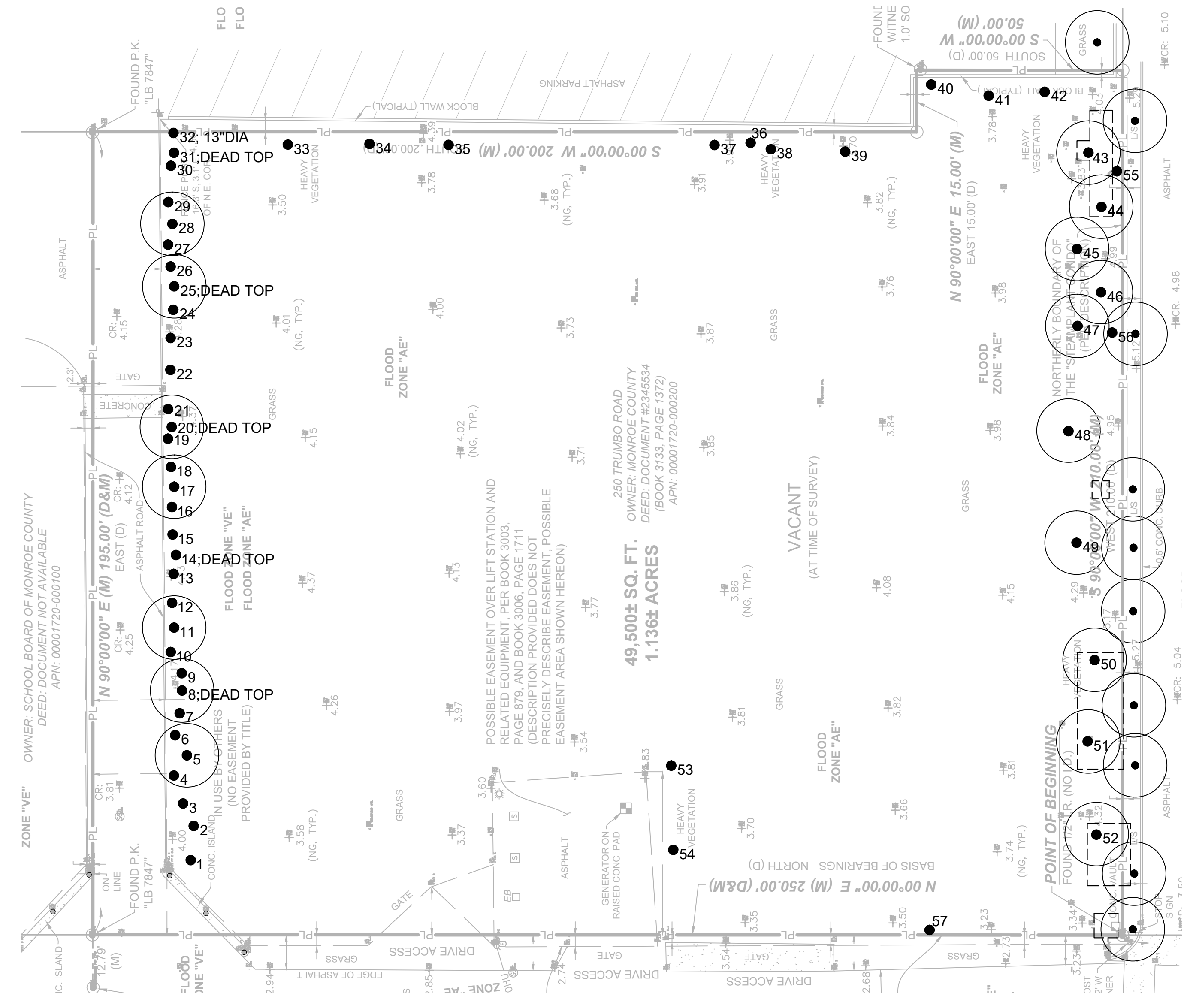
PRELIMINARY - NOT FOR CONSTRUCTION

TREE PROTECTION AND PRESERVATION NOTES

- Protect designated existing trees scheduled to remain against:
 - Unnecessary cutting, breaking, or skinning of roots
 - Skinning and bruising of bark
 - Smothering of trees by stockpiling construction or excavation materials within protection barrier
- Protection barriers (tree barricades) shall be plainly visible and shall create a continuous boundary around trees or vegetation clusters in order to prevent encroachment within the barricade.
- For all trees to be preserved, see Tree Protection and Barricade Elevation detail.
- No grade changes shall be made within the protective barrier zones without prior approval.
- The method of protection is to make certain that 50% of the area under the canopy dripline remains undisturbed (no grade change or root cut) and there shall be no disturbance to the root plate.
- General contractor shall be responsible for the replacement and mitigation costs of trees damaged beyond repair that have been identified as protected and preserved. If trees are harmed through lack of protection or through negligence on the part of the contractor, the contractor shall bear the burden of the cost of repair or replacement.
- Root pruning shall be done by or under supervision of an ISA certified arborist, and meet or exceed ANSI A300 or approved tree care industry standards. A certified arborist must be onsite during the entirety of root pruning.
- No root pruning shall be done within a distance of 3x the diameter the tree unless authorized by the arborist.
- No more than 30% of the trees roots may be pruned.
- A pruning trench shall be cleared in a way that exposes the roots while leaving them intact. Use hand tools or an air knife. Limits of trench to be determined by the arborist.
- All roots outside of the protective barricade to be removed during the development shall be severed clean using a sharp tool to provide a clean cut. Roots shall be left with clean smooth ends and no ragged edges and a two-inch layer of mulch shall be applied over the surface of exposed roots during development within one hour of damage or exposure.
- After pruning, tree roots shall be covered and kept moist. Fill pruning trench with topsoil and water daily for a period determined by the arborist.

TRANSPLANTING CRITERIA

- All trees and palms to be transplanted are listed on the tree inventory sheet and shown on the proposed landscape plans.
- If transplanted materials are not immediately installed in their final location, they will be held on site. The contractor will set up a holding area and ensure trees and palms are stored in an upright manner and braced appropriately. All root balls will be covered with an organic layer of mulch and soil. Root balls will be kept moist and checked regular for moisture content. A temporary overhead misting system will be installed to keep canopy and plan buds moist to reduce plants from shocking.
- Pruning of trees and palms to be transplanted will be in accordance with the Florida Grades and Standards Manual's most recent addition.
- Trees and palms will be root pruned a minimum of 6 weeks prior to moving or as industry standard and Florida Grades and Standards dictate.



LEGEND

--- TREE PROTECTION BARRIER

R = REMOVE
T = TRANSPLANT
S = SAVE

ALL INVASIVE SPECIES SHALL BE REMOVED FROM SITE

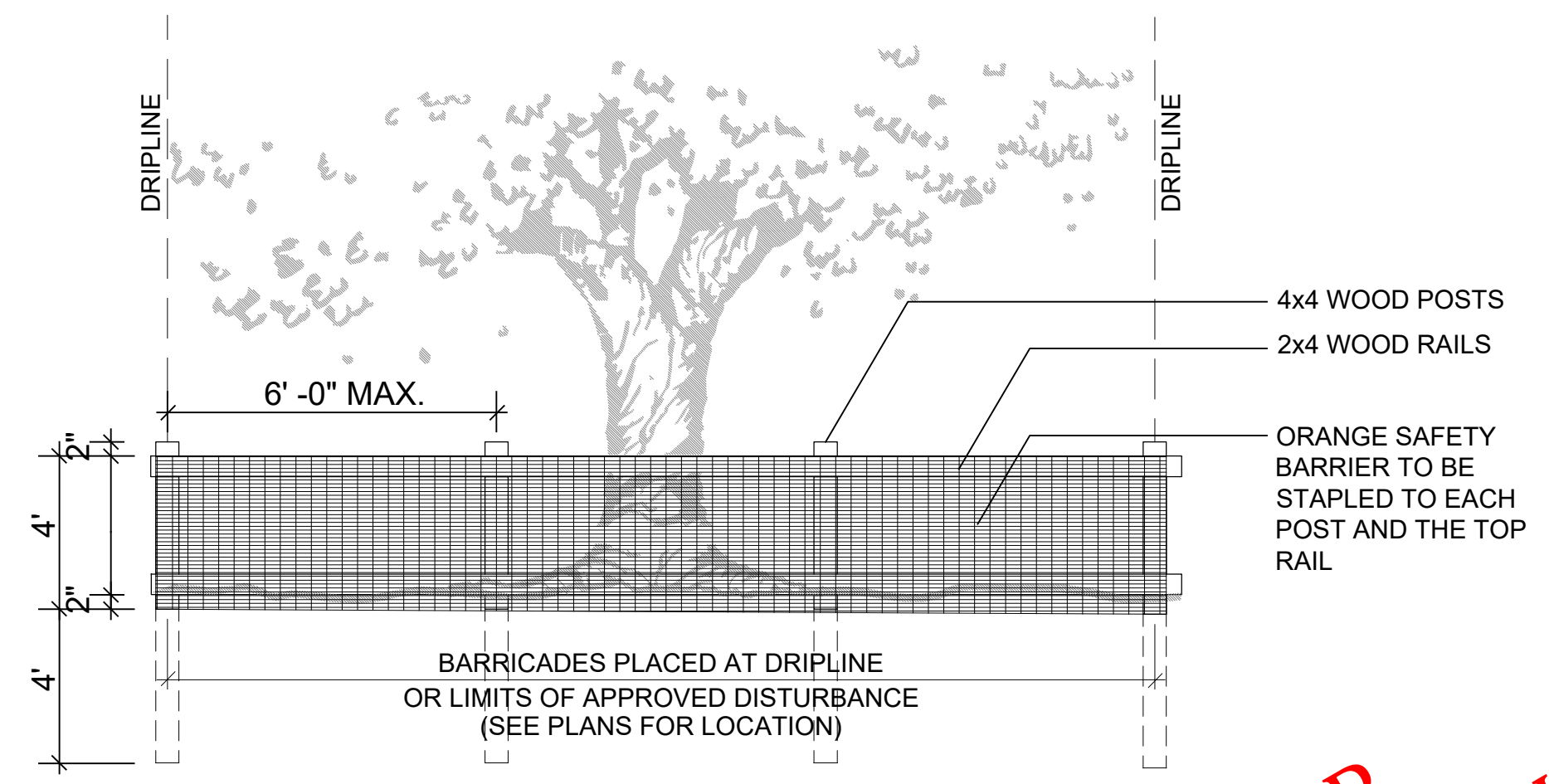
EXISTING TREE SURVEY

Tree No.	Type	DBH (in.)	
1	Green Buttonwood	10	S
2	Royal Palm	> 20 ft	S
3	Green Buttonwood	10	S
4	Green Buttonwood	11	R
5	Royal Palm	> 20 ft	T
6	Green Buttonwood	12	R
7	Green Buttonwood	11	R
8	DEAD Royal Palm	DEAD	R
9	Green Buttonwood	9	R
10	Green Buttonwood	9	R
11	Royal Palm	> 20 ft	T
12	Green Buttonwood	15	R
13	Green Buttonwood	11	R
14	DEAD Royal Palm	DEAD	R
15	Green Buttonwood	10	R
16	Green Buttonwood	8	R
17	Royal Palm	> 20 ft	T
18	Green Buttonwood	15	R
19	Green Buttonwood	11	R
20	DEAD Royal Palm	DEAD	R
21	Green Buttonwood	12	R
22	Green Buttonwood	8	R
23	Green Buttonwood	9	R
24	Green Buttonwood	10	R
25	DEAD Royal Palm	DEAD	R
26	Green Buttonwood	10	R
27	Green Buttonwood	12	R
28	Royal Palm	> 20 ft	T

Tree No.	Type	DBH (in.)	
29	Green Buttonwood	9	R
30	Green Buttonwood	13	S
31	DEAD Royal Palm	DEAD	R
32	Green Buttonwood	13	S
33	Green Buttonwood	12	S
34	Green Buttonwood	16	S
35	Green Buttonwood	11	S
36	Young Sabal Palm	5 ft	S
37	Green Buttonwood	9	S
38	Green Buttonwood	9	S
39	Green Buttonwood	9	S
40	Green Buttonwood	9	S
41	Green Buttonwood	6	S
42	Green Buttonwood	8	S
43	Royal Palm	> 20 ft	S
44	Royal Palm	> 20 ft	S
45	Royal Palm	> 20 ft	T
46	Royal Palm	> 20 ft	T
47	Royal Palm	> 20 ft	T
48	Royal Palm	> 20 ft	T
49	Royal Palm	> 20 ft	T
50	Royal Palm	> 20 ft	S
51	Royal Palm	> 20 ft	S
52	Royal Palm	> 20 ft	S
53	Green Buttonwood	18	S
54	Green Buttonwood	15	S
55	Fiddlewood	2	S
56	Fiddlewood	2	R
57	Gumbo Limbo	2.5	R

REMOVE / REPLACEMENT SUMMARY CHART

200 Cal. Inches Removed
304 Cal Provided (19 – 4" cal. Gumbo Limbo x4)
24 Cal. Provided (12 – 2" cal. Pigeon Plum x1)



TREE PROTECTION DETAIL
N.T.S.

NOT FOR CONSTRUCTION



A GAI Consultants, Inc. Service Group
618 E. SOUTH STREET
SUITE 700
ORLANDO, FL 32801
407.423.8398
CERTIFICATE OF AUTHORIZATION: EB9951

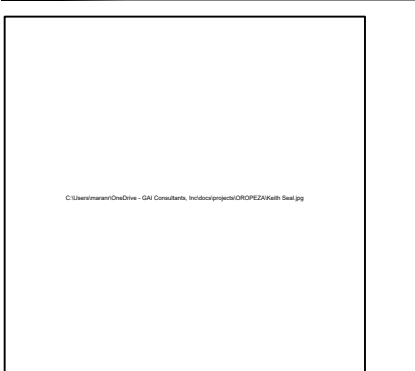
PROJECT
TRUMBO VILLAGE
255 TRUMBO ROAD
KEY WEST, FL

CLIENT
POPE-SCARBROUGH ARCHITECTS
610 WHITE STREET
KEY WEST, FL
305.296.3611 tel

OWNER

CONSULTANTS

REGISTRATION



ISSUED FOR:

ISSUANCE	DD MM YY
PER DRC COMMENTS	09 FEB 22
TREE COMMISSION	17 FEB 22

PROJECT NUMBER R210943.00

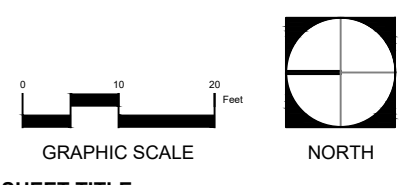
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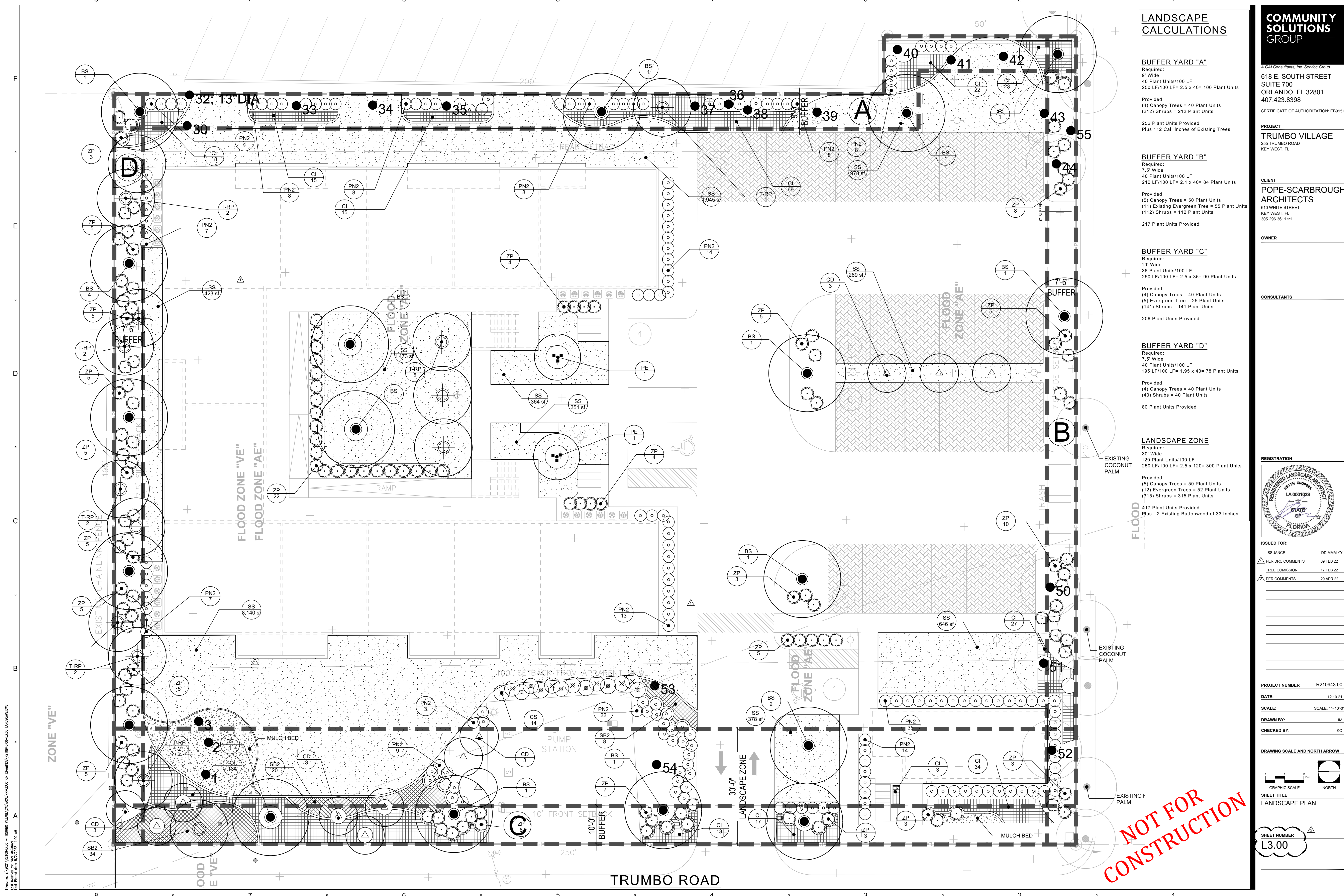
DRAWING SCALE AND NORTH ARROW



SHEET TITLE
DEMOLITION PLAN

SHEET NUMBER
L0.00

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LANDSCAPE CALCULATIONS

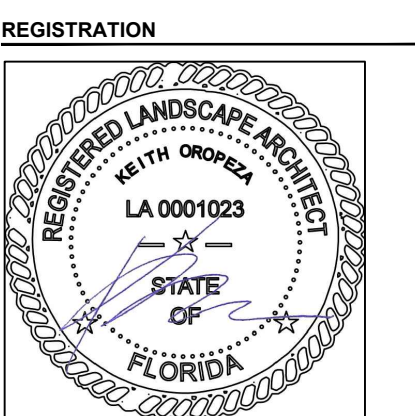
BUFFER YARD "A"
 Required:
 9' Wide
 40 Plant Units/100 LF
 250 LF/100 LF= 2.5 x 40= 100 Plant Units
 Provided:
 (4) Canopy Trees = 40 Plant Units
 (212) Shrubs = 212 Plant Units
 252 Plant Units Provided
 Plus 112 Cal. Inches of Existing Trees

BUFFER YARD "B"
 Required:
 7.5' Wide
 40 Plant Units/100 LF
 210 LF/100 LF= 2.1 x 40= 84 Plant Units
 Provided:
 (5) Canopy Trees = 50 Plant Units
 (11) Existing Evergreen Tree = 55 Plant Units
 (112) Shrubs = 112 Plant Units
 217 Plant Units Provided

BUFFER YARD "C"
 Required:
 10' Wide
 36 Plant Units/100 LF
 250 LF/100 LF= 2.5 x 36= 90 Plant Units
 Provided:
 (4) Canopy Trees = 40 Plant Units
 (5) Evergreen Tree = 25 Plant Units
 (141) Shrubs = 141 Plant Units
 206 Plant Units Provided

BUFFER YARD "D"
 Required:
 7.5' Wide
 40 Plant Units/100 LF
 195 LF/100 LF= 1.95 x 40= 78 Plant Units
 Provided:
 (4) Canopy Trees = 40 Plant Units
 (40) Shrubs = 40 Plant Units
 80 Plant Units Provided

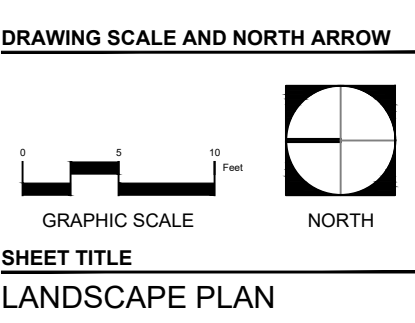
LANDSCAPE ZONE
 Required:
 30' Wide
 120 Plant Units/100 LF
 250 LF/100 LF= 2.5 x 120= 300 Plant Units
 Provided:
 (5) Canopy Trees = 50 Plant Units
 (12) Evergreen Trees = 52 Plant Units
 (315) Shrubs = 315 Plant Units
 417 Plant Units Provided
 Plus - 2 Existing Buttonwood of 33 Inches



ISSUED FOR:

ISSUANCE	DD MM YY
PER DRC COMMENTS	09 FEB 22
TREE COMMISSION	17 FEB 22
PER COMMENTS	29 APR 22

PROJECT NUMBER R210943.00
DATE 12.10.21
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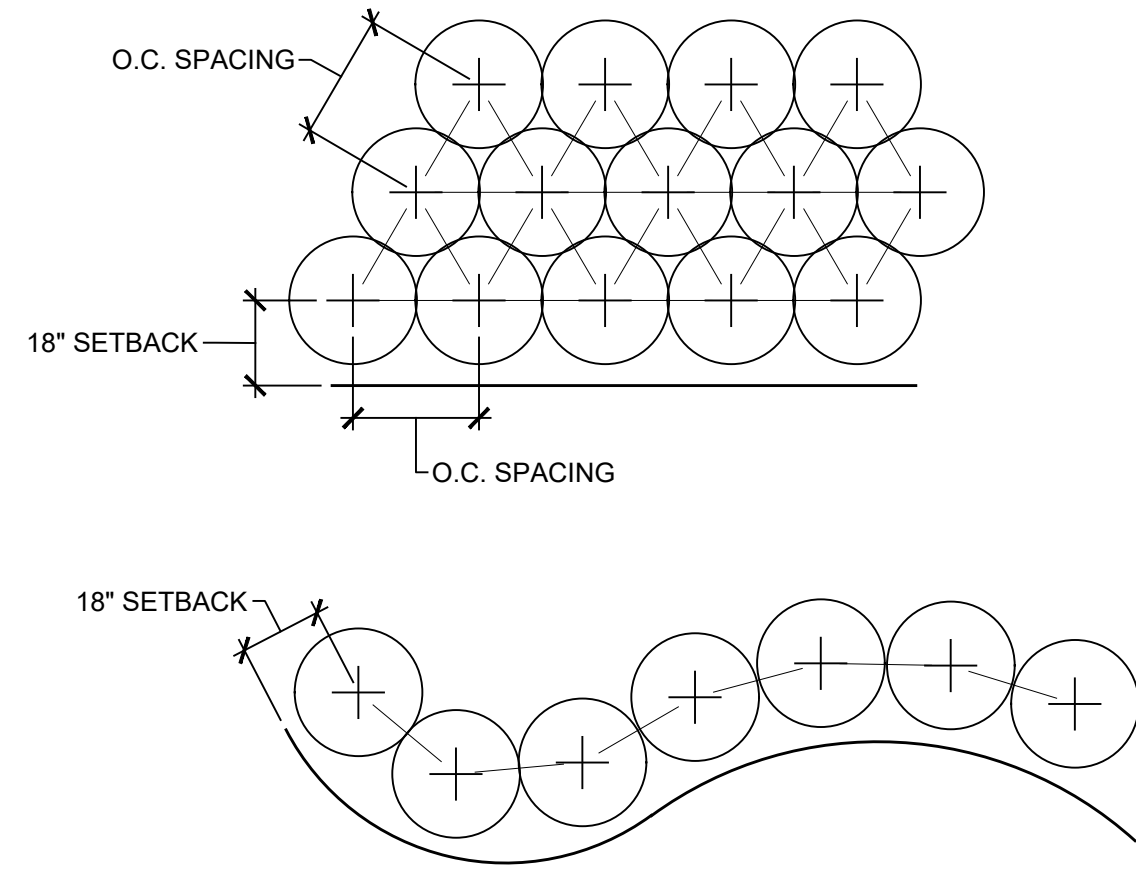


SHEET TITLE
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SHEET NUMBER
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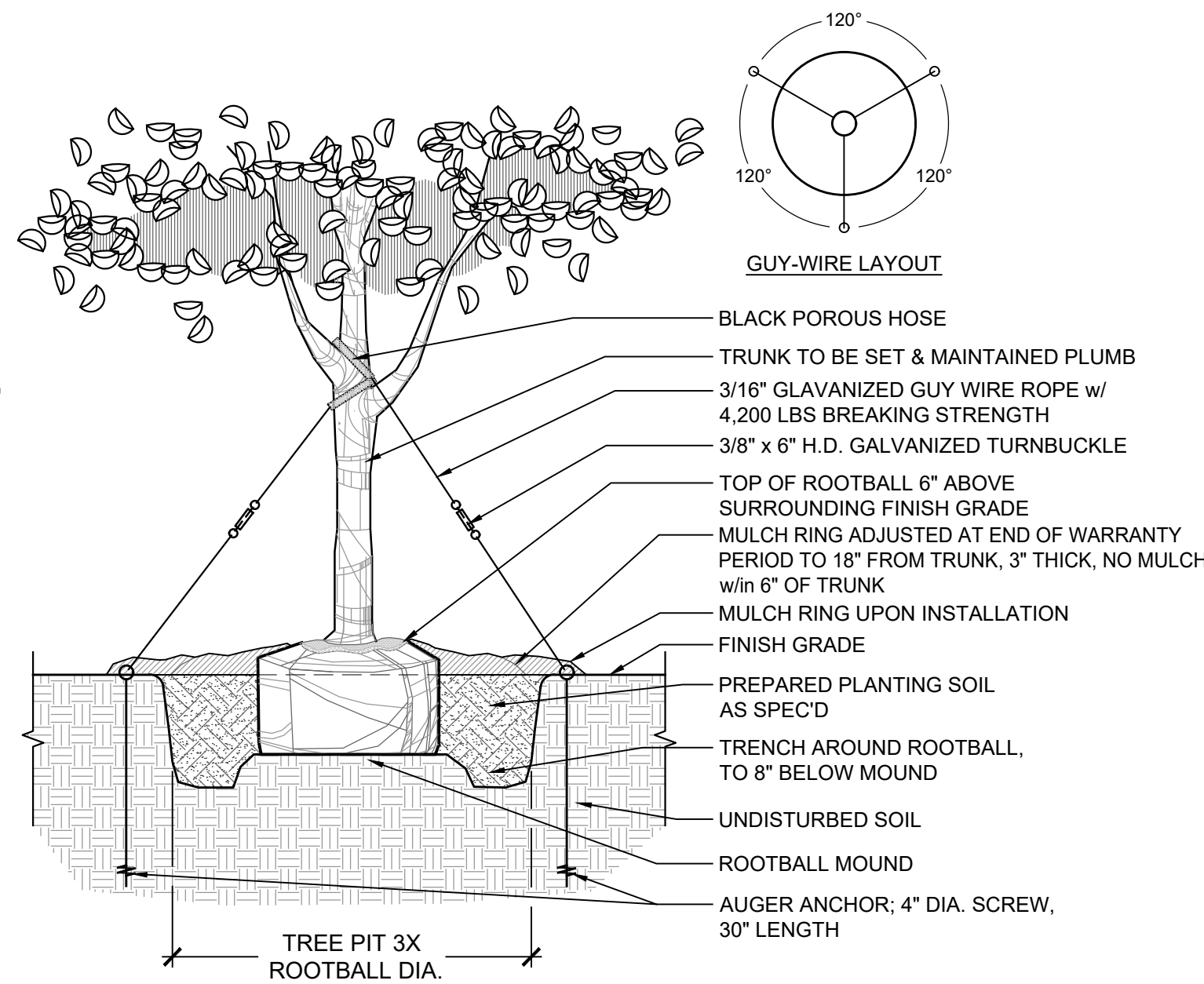
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- NOTES:**
1. THE PERIMETER OF ALL CURVED PLANTING BEDS SHALL BE PLANTED AT WITH A ROW OF PLANTS AS SHOWN IN THIS DETAIL, AT THE O.C. SPACING SHOWN IN THE PLANT LIST.
 2. INTERIOR PORTIONS OF EACH BED SHALL BE PLANTED IN A TRIANGULAR PATTERN AS SHOWN IN THIS DETAIL, AT THE O.C. SPACING SHOWN IN THE PLANT LIST.
 3. SETBACKS ARE APPLICABLE AGAINST ALL HARDSCAPE SURFACES AND SOD EDGES.



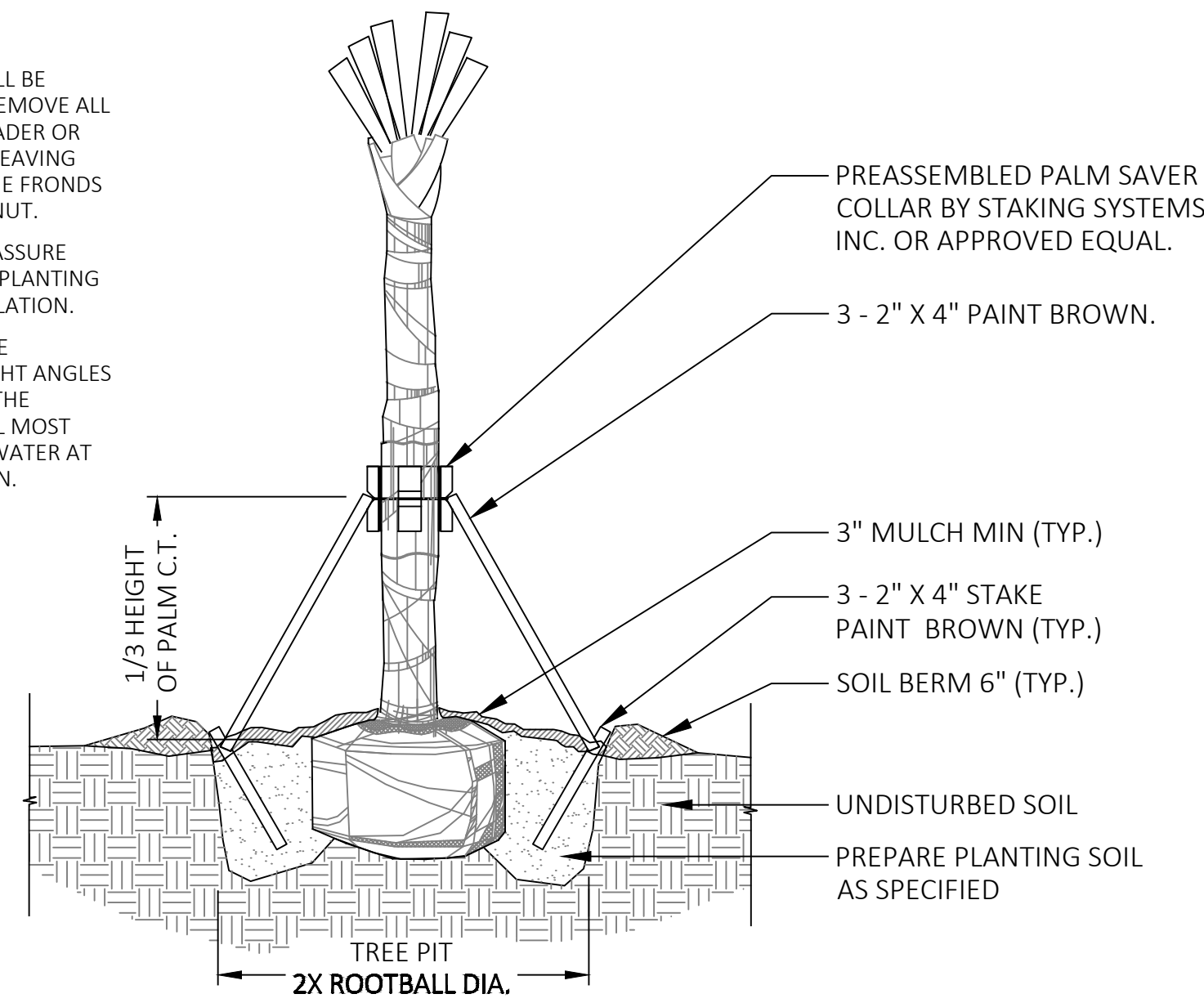
1 SHRUB AND GROUNDCOVER LAYOUT
N.T.S.

- NOTES:**
1. EXCAVATE OVERALL PLANTING HOLE TO DEPTH NECESSARY TO SET TOP OF ROOTBALL 6" ABOVE SURROUNDING FINISH GRADE. THIS IS THE ROOTBALL MOUND ELEVATION.
 2. EXCAVATE A TRENCH TO AN ADDITIONAL 8" DEPTH AROUND THE ROOTBALL MOUND.
 3. ASSURE PERCOLATION OF PLANTING HOLE PRIOR TO SETTING THE TREE. NOTIFY THE OWNER IN WRITING IF SATISFACTORY PERCOLATION IS NOT ACHIEVED.
 3. SET AUGER ANCHOR OUTSIDE THE EXCAVATED TREE PIT, EXTEND MULCH RING BEYOND THE ANCHORS UPON INSTALLATION TO ENSURE EASE OF MAINTENANCE (MOWING AND TRIMMING PRACTICES) DURING THE WARRANTY PERIOD.
 4. UPON REMOVAL OF GUY WIRE AND AUGER ANCHOR AT END OF THE WARRANTY PERIOD, PULL THE MULCH RING BACK TO 18" DIAMETER. INSTALL SOD OR RELATIVE ADJACENT PLANT MATERIAL IN VACATED MULCH ZONE.
 5. THIS INSTALLATION METHOD IS TO BE UTILIZED ONLY FOR TREES IN ROAD R.O.W.'s.

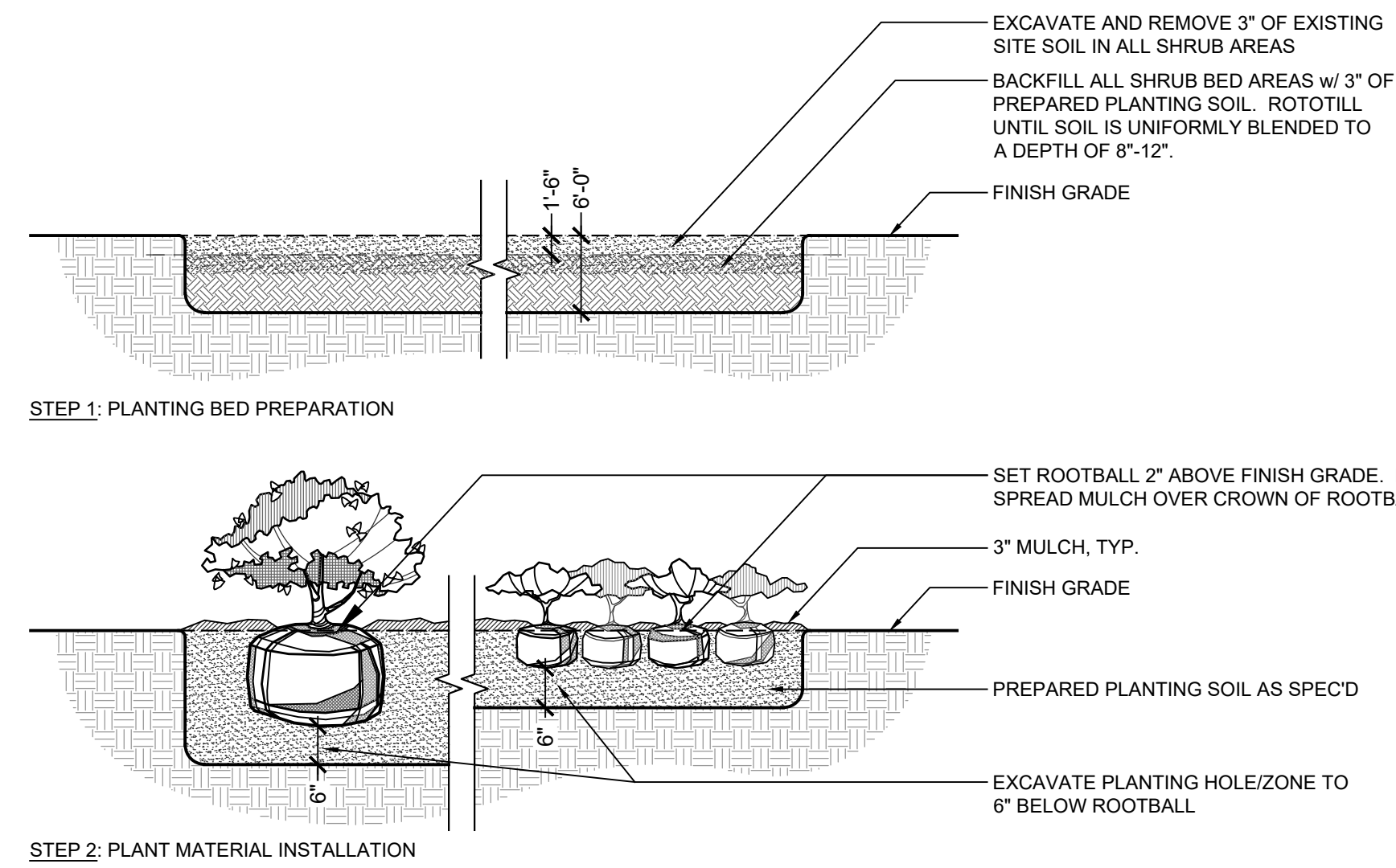


4 TREE PLANTING DETAIL (65-300 GAL)
N.T.S.

- NOTES:**
1. CABBAGE PALMS SHALL BE HURRICANE CUT TO REMOVE ALL FRONDS. CUT THE LEADER OR CENTRAL BUD BACK, LEAVING ONLY SECTIONS OF THE FRONDS CLOSE TO THE PALM NUT.
 2. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
 3. SOIL BERMS ARE TO BE CONSTRUCTED AT RIGHT ANGLES TO THE PLANT OR IN THE POSITION WHICH WILL MOST EFFECTIVELY RETAIN WATER AT THE BASE OF THE PLANT.

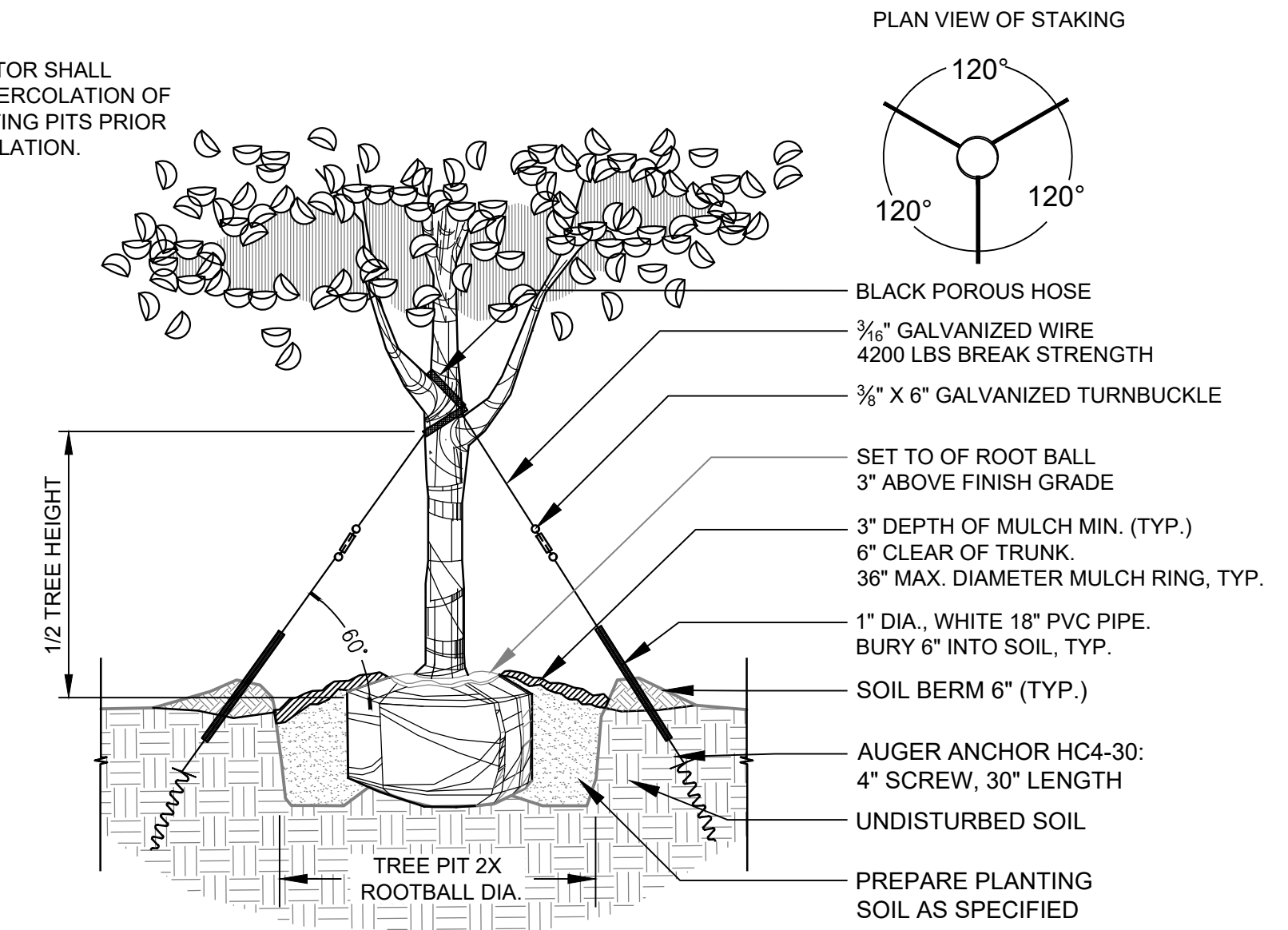


5 PALM PLANTING DETAIL
N.T.S.



2 SHRUB AND GROUNDCOVER DETAIL
N.T.S.

NOTE:
CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.



3 TREE PLANTING DETAIL (15-45 GAL)
N.T.S.

NOTES:

1. THE SITE WILL BE IRRIGATED WITH A FULLY AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH A SEPARATE METER TO MONITOR IRRIGATION WATER USAGE. AN IRRIGATION PLAN WILL BE SUBMITTED FOR PERMITTING PRIOR TO CONSTRUCTION. BOTH SPRAY AND DRIP MAY BE UTILIZED.
2. ALL LANDSCAPE SHALL COMPLY WITH CITY OF KEY WEST LANDSCAPE CODES.
3. ALL PLANT MATERIAL SIZES SPECIFIED ARE MINIMUM SIZES. CONTAINER SIZE SHALL BE INCREASED IF NECESSARY TO PROVIDE OVERALL PLANT SIZE SPECIFIED.
4. FINAL ARRANGEMENT OF PLANT MATERIAL SHALL BE STAKED BY THE CONTRACTOR FOR THE APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
5. THE PLANT QUANTITIES SHOWN ON THE LANDSCAPE CONTRACT DOCUMENTS ARE FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES BASED ON SPECIFIED SPACING AND SHALL REPORT ANY DISCREPANCIES TO THE OWNER FOR CLARIFICATION PRIOR TO CONTRACT AWARD AND COMMENCEMENT OF WORK.
6. WHERE DISCREPANCIES APPEAR BETWEEN THE NUMBER OF SHRUB SYMBOLS AND PLANT TAGS ON THE PLAN SHEETS, THE PLANT TAGS RULE.
7. REMOVE SURVEY STAKES, SILT FENCE, TREE TAGGING, AND OTHER RELATED ITEMS AFTER OWNER'S FINAL ACCEPTANCE OF THE WORK.
8. ALL PLANT MATERIAL SHALL BE PROVIDED AND MAINTAINED THROUGH FINAL COMPLETION AT FL #1 OR BETTER, ACCORDING TO THE FLORIDA GRADES AND STANDARDS FOR NURSERY PLANTS, FL DEPT. OF AGRICULTURE AND CONSUMER SERVICES.

PLANT SCHEDULE

TREES	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	19	Bursera simaruba / Gumbo Limbo	65 GAL.	14'-16" HT.	4" CAL.
	12	Coccoloba diversifolia / Pigeon Plum	45 GAL.	SINGLE, STD. 12' HT.	2" CAL.
	2	Ptychosperma elegans / Alexander Palm	25 GAL.	Triple	8'-10' HT
	14	Roystonea borinquena / Transplant Royal Palm	Transplanted		
SHRUBS	QTY	BOTANICAL / COMMON NAME	CONTAINER	SIZE	
	14	Conocarpus erectus sericeus / Silver Buttonwood	7 GAL.	3' HT, FULL	
	168	Psychotria nervosa / Wild Coffee	3 GAL.	18"-24" OA	
	133	Zamia pumila / Coontie	7 gal	3' HT, FULL	
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME	CONT	SIZE	
	390	Chrysobalanus icaco / Coco Plum	3 GAL.	18" HT.	24" o.c.
	62	Spartina bakeri / Sand Cord Grass	3 GAL.	24"-30" O.C. FULL	36" o.c.
GROUND COVERS	QTY	BOTANICAL / COMMON NAME	CONT	SIZE	
	9,967 sf	Stenotaphrum secundatum / St. Augustine Grass	sod		

NOT FOR CONSTRUCTION

COMMUNITY SOLUTIONS GROUP

A GAI Consultants, Inc. Service Group
618 E. SOUTH STREET
SUITE 700
ORLANDO, FL 32801
407.423.8398

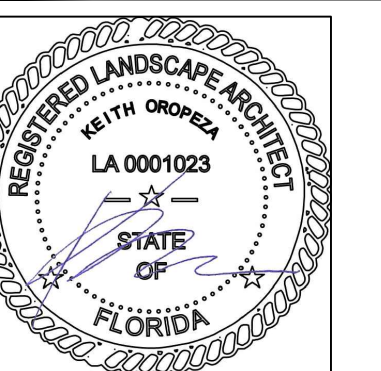
CERTIFICATE OF AUTHORIZATION: EB9951
PROJECT
TRUMBO VILLAGE
255 TRUMBO ROAD
KEY WEST, FL

CLIENT
POPE-SCARBROUGH ARCHITECTS
610 WHITE STREET
KEY WEST, FL
305.296.3611 tel

OWNER

CONSULTANTS

REGISTRATION



ISSUED FOR:

ISSUANCE	DD	MM	YY
PER DRC COMMENTS	09	FEB	22
TREE COMMISSION	17	FEB	22
PER COMMENTS	29	APR	22

PROJECT NUMBER R210943.00

DATE: 12.10.21

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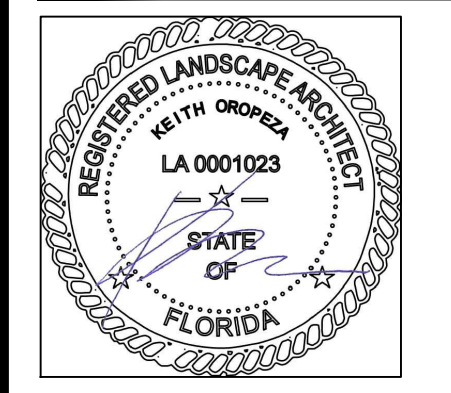
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DRAWING SCALE AND NORTH ARROW

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PLANT SCHEDULE & DETAILS

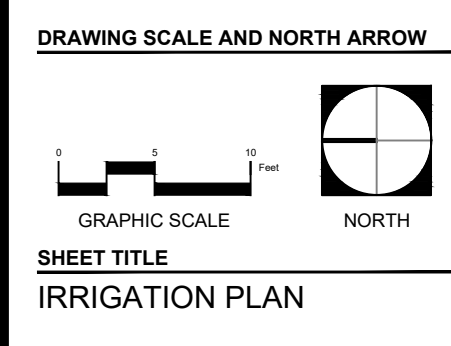
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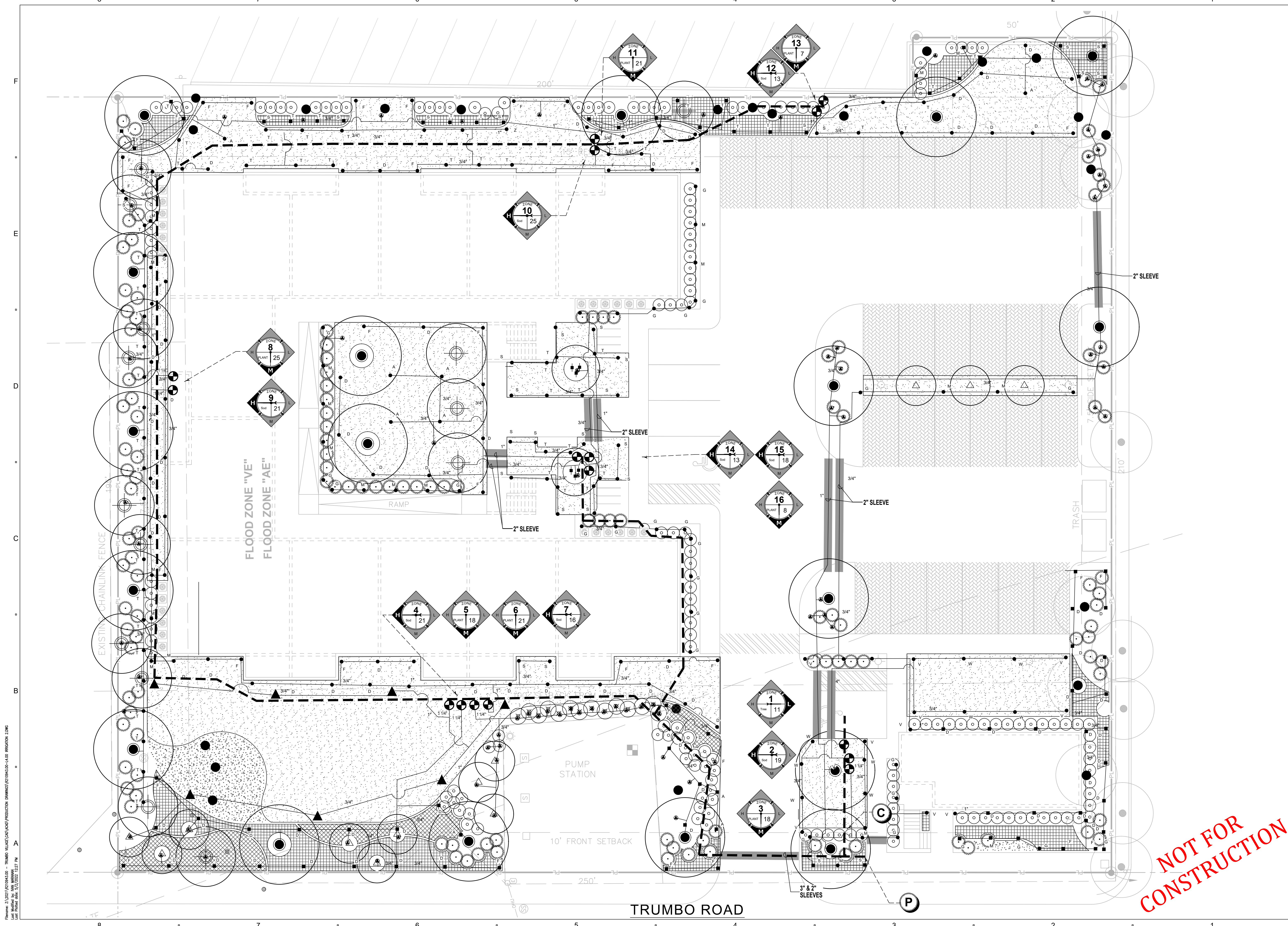
ISSUED FOR:

ISSUANCE	DD MM YY
PER DRC COMMENTS	09 FEB 22
TREE COMMISSION	17 FEB 22
PER COMMENTS	29 APR 22

PROJECT NUMBER: R210943.00
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Traffic Statement

Trumbo Village

250 Trumbo Road
Key West, Florida



TRAFFIC STATEMENT

prepared for:
Trepanier & Associates, Inc.

KBP CONSULTING, INC.

December 2021

Trumbo Village

250 Trumbo Road

Key West, Florida

Traffic Statement

December 2021

Prepared for:
Trepanier & Associates, Inc.

Prepared by:
KBP Consulting, Inc.
8400 N. University Drive, Suite 309
Tamarac, Florida 33321
Phone: (954) 560-7103



This item has been electronically signed and sealed by Karl B. Peterson, P.E. on the time and date stamp shown using the digital signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Digitally signed by
Karl B Peterson
DN: c=US,
o=Unaffiliated,
ou=A01410C000001
6B56C6D8E200003C
D0, cn=Karl B
Peterson
Date: 2021.12.14
15:06:55 -05'00'

Karl B. Peterson, P.E.
Florida Registration Number 49897
KBP Consulting, Inc.
8400 N. University Drive, Suite 309
Tamarac, Florida 33321
Registry 29939

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INTRODUCTION

There is a parcel of land located on the east side of Trumbo Road approximately 325 feet north of the Grinnel Street and Caroline Street intersection in Key West, Monroe County, Florida. More specifically, the subject site is located at 250 Trumbo Road and the Monroe County Parcel ID Number is 00001720-000200. This site is proposed to be developed with a two-story multifamily housing building. The location of this project site is illustrated in Figure 1 on the following page.

KBP Consulting, Inc. has been retained by Trepanier & Associates, Inc. to prepare a traffic statement in connection with this proposed residential development. This study addresses the vehicular traffic volumes expected to be generated by the proposed land use and the projected turning movement volumes at the project driveway on Trumbo Road.

This traffic study is divided into four (4) sections, as listed below:

1. Inventory
2. Trip Generation
3. Trip Distribution and Driveway Assignment
4. Summary & Conclusions



FIGURE 1
Trumbo Village
Key West, Florida

Project Location Map

KBP
CONSULTING, INC.

INVENTORY

Existing Land Use and Access

The total land area of the site is approximately 1.14 acres (+/- 49,500 square feet) and is generally vacant. There is a small area of the site (+/- 1,500 square feet) that is currently occupied by a pump station and associated electrical / mechanical equipment. There are two (2) gated entrances to the site; however, no formal vehicular access points are provided.

Proposed Land Uses and Access

The subject site will be developed with a two-story multifamily housing building with 24 affordable residential dwelling units to be occupied by Monroe County Sheriff's Office employees and their families. There is also a potential one-story building to be located in the southwest corner of the site. The use of this building will be limited to nonresidential Monroe County Sheriff storage use. It is noted that the existing pump station will remain as is. Vehicular access to the site will be provided via one (1) full access driveway on Trumbo Road. An emergency access point will be provided along the southern boundary of the site. Appendix A contains the preliminary site plan for the proposed development.

Roadway System

In the immediate vicinity of the site, Trumbo Road is a two-lane, two-way local roadway generally oriented in the north-south direction. This roadway extends from the Grinnel Street and Caroline Street intersection to the Naval Air Station facility to the north. Grinnell Street and Caroline Street are both two-lane local roadways near the site that provide direct access to the City's extensive grid network of roadways.

Transit Service

Key West Transit provides transit service in the immediate study area via the Duval Loop and the Lower Keys Shuttle. In the project study area these routes travel along Grinnell Street and Caroline Street and have a designated stop (#4719) on Caroline Street across from the Old Town Garage. This bus stop is approximately 600 feet southwest of the Trumbo Village site.

TRIP GENERATION

A trip generation analysis has been conducted for the proposed development. The analysis was performed utilizing the trip generation rates and equations published in the Institute of Transportation Engineer's (ITE) *Trip Generation Manual (11th Edition)*. The trip generation analysis was undertaken for daily, AM peak hour and PM peak hour conditions. According to the referenced ITE manual, the most appropriate land use category and corresponding trip generation rates for the proposed development are as follows:

ITE Land Use #220 – Multifamily Housing (Low-Rise)

- Weekday: $T = 6.74 (X)$
 where T = number of trips and X = number of dwelling units
- AM Peak Hour: $T = 0.40 (X)$ (24% in / 76% out)
- PM Peak Hour: $T = 0.51 (X)$ (63% in / 37% out)

Utilizing the trip generation rates from the referenced ITE manual, a trip generation analysis was undertaken for the proposed development on the subject site. The results of this effort are documented in Table 1 below. Relevant excerpts from the ITE manual are presented in Appendix B.

Table 1 Trumbo Village Trip Generation Analysis Key West, Florida								
Land Use	Size	Daily Trips	AM Peak Hour Trips			PM Peak Hour Trips		
			In	Out	Total	In	Out	Total
<i>Proposed</i> Multifamily Housing (Low-Rise)	24 DU	162	2	8	10	8	4	12

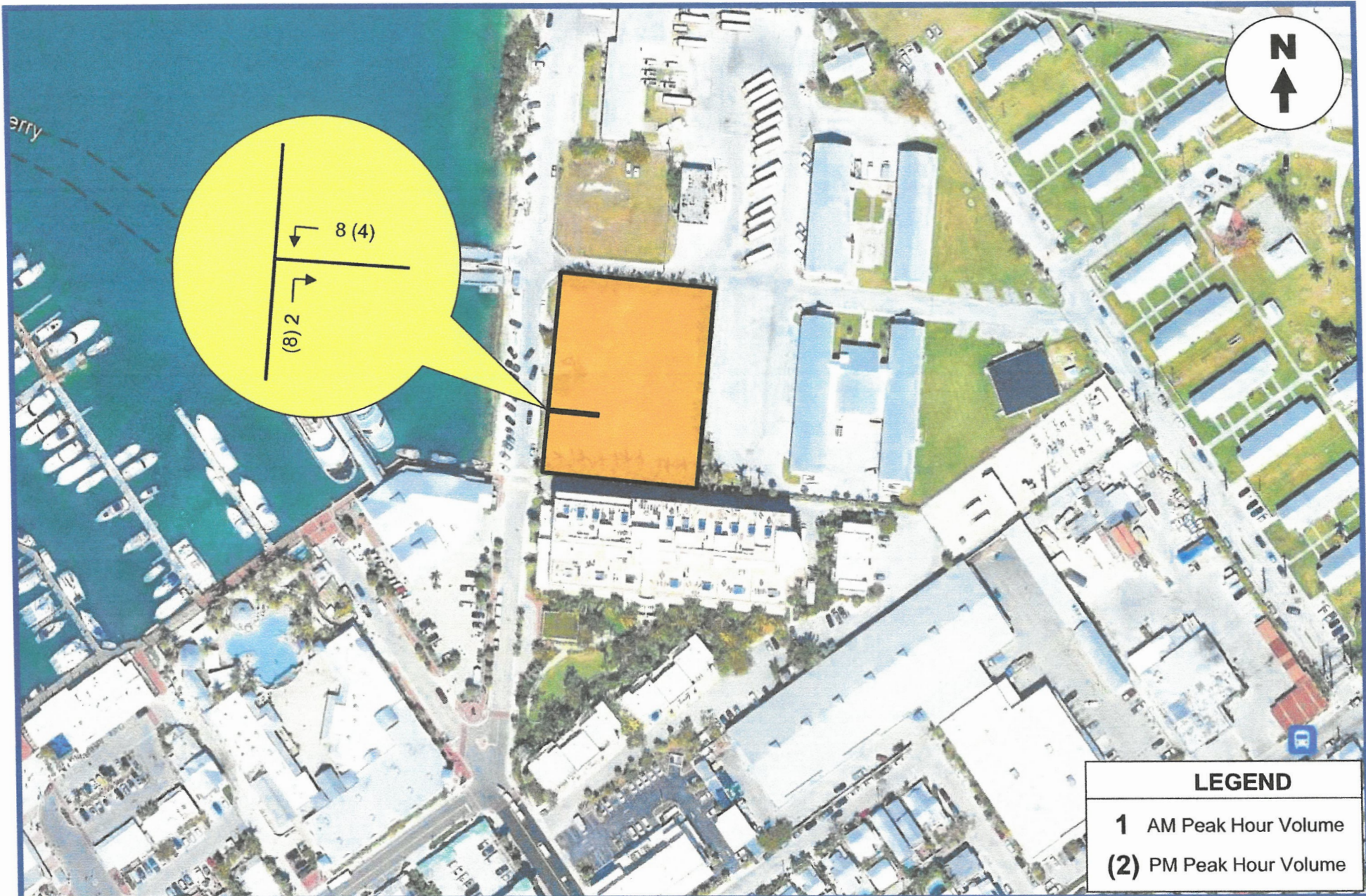
Compiled by: KBP Consulting, Inc. (December 2021).

Source: ITE Trip Generation Manual (11th Edition).

As indicated in Table 1 above, the proposed project is anticipated to generate 162 daily vehicle trips, 10 AM peak hour vehicle trips (2 inbound and 8 outbound), and 12 vehicle trips (8 inbound and 4 outbound) during the typical afternoon peak hour. *It is noted that the existing pump station on the site does not generate any vehicular traffic on a regular basis. Only occasional service and maintenance trips are generated by this use.*

TRIP DISTRIBUTION AND DRIVEWAY ASSIGNMENT

All entering and exiting vehicular traffic will utilize the proposed driveway on Trumbo Road. Additionally, it is noted that Trumbo Road is essentially a dead-end roadway to the north of the site where the Naval Air Station and the City's Administrative and Transportation Offices are located. As such, all entering traffic will be northbound right-turns and all exiting traffic will be westbound left-turns. Figure 2 on the following page presents the AM and PM peak hour driveway volumes.



LEGEND	
1	AM Peak Hour Volume
(2)	PM Peak Hour Volume

KBP
CONSULTING, INC.

**Peak Hour
Project Driveway Volumes**

FIGURE 2
Trumbo Village
Key West, Florida

SUMMARY & CONCLUSIONS

There is a parcel of land located on the east side of Trumbo Road approximately 325 feet north of the Grinnel Street and Caroline Street intersection in Key West, Monroe County, Florida. The subject site will be developed with a two-story multifamily housing building with 24 affordable residential dwelling units to be occupied by Monroe County Sherriff's Office employees and their families. Vehicular access to the site will be provided via one (1) full access driveway on Trumbo Road.

The trip generation analysis indicates that the proposed project is anticipated to generate 162 daily vehicle trips, 10 AM peak hour vehicle trips (2 inbound and 8 outbound), and 12 vehicle trips (8 inbound and 4 outbound) during the typical afternoon peak hour. Based upon the proposed development program and the corresponding trip generation characteristics, the traffic impacts will be minimal, and no further analyses are warranted at this time.