

RESOLUTION NO. 14-137

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, GRANTING APPROVAL TO A MAJOR DEVELOPMENT PLAN AND CONDITIONAL USE APPROVAL FOR DEVELOPMENT OF THE TRUMAN WATERFRONT PARCEL LOCATED IN THE HISTORIC PUBLIC SERVICE AND SEMIPUBLIC SERVICE-1 (HPS-1), HISTORIC MEDIUM DENSITY RESIDENTIAL (HMDR), HISTORIC RESIDENTIAL COMMERCIAL CORE-4 (HRCC-4) AND THE HISTORIC NEIGHBORHOOD COMMERCIAL-2 (HNC-2) ZONING DISTRICTS (RE# 00001630-001000, AK 9038855; RE# 00001630-001100, AK#9038866), KEY WEST FLORIDA; PROVIDING CONDITIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 108-91(A)(2)(b) of the Code of Ordinances allows applicants to request Major Development Plan approval within the Historic District of additions to or reconstruction of equal to or greater than 2,500 square feet of gross floor area; and

WHEREAS, this matter came before the Planning Board at a duly noticed public hearing on March 20, 2014, resulting in Planning Board Resolution No. 2014-19; and

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

WHEREAS, the granting of the Major Development Plan and Conditional Use will be in harmony with the general purpose and intent of the Land Development Regulations, and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare; and

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

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

Section 2. That the City Commission grants approval of the application for Major Development Plan, per Section 108-91 of the Code of Ordinances of the City of Key West, Florida, for the development of the Truman Waterfront parcel, located at the Truman Waterfront (RE# 00001630-001000, AK 9038855; RE# 00001630-001100, AK#9038866) in the HPS-1, HRCC-4, HMDR AND HNC-2 zoning districts, as shown in the attached plans dated March 4, 2014, and the revised master plan showing the Navy Access Way as described in condition 2a below, and with the conditions provided in the staff Executive Summary dated May 6, 2014, and specified as follows:

1. That the associated bicycle substitution variance is approved by the Planning Board.

2. Navy:

a. The existing planned shared pedestrian/auto pathway, making use of the existing East Quay, shall be modified to eliminate automobile access, and a drivable access way from the existing Eaton Street easement area southward to and through the parking lot north of Building

103 shall be implemented separately. The easement dedicated to the Navy from Eaton Street to the Quay will be eliminated, and be replaced with an easement for the new access way. This redefined access way will provide the assured and agreed upon vehicular access way for the Navy from the area of the Eaton Street easement southward to the Southard Street extension into the park.

b. The City will continue to coordinate with the Navy during cruise ship operations, including, but not limited to, pedestrian, trolley, bus, Chandler support, and train staging, etc., to ensure that there is no impact to the military mission.

c. The City will continue discussions with the Navy regarding the option of a joint use Entrance Control Point (ECP) structure and any proposed structures in the vicinity of the ECP will be coordinated with the Navy to ensure clear line of site and compliance with Anti-Terrorism Force Protection (ATFP) standoffs and security requirements.

d. A standard operating agreement to define coordination and planning solutions to move military vehicles and equipment through the park complex during urgent or special events shall be concluded before completion of phase 1 construction (road realignment plan) of the Park. This can be assured as a condition of the

Major Development Plan approval through a Memorandum of Agreement.

e. The easements will be reviewed, updated and/or eliminated through coordination with the Navy as part of the Phase 1 construction documents within 180 days of development plan adoption. This approach will ensure the accuracy of the associated surveys and thus the easement documentation.

f. In the event that City and Navy have coordinated the use of City property for special events, the coordination efforts will be done to ensure that military operations are not impacted.

g. Once the lighting plan has been finalized, the City will conduct an informal lighting study with NAS Key West to determine potential impacts to the military mission. Additionally, the City will coordinate the potential impacts of the proposed lighting on the Navigation Range Markers with the Navy Port operations and local Harbor Pilots. The proposed lighting plans will meet Dark Sky standards that require fixtures to focus light on the ground and not spill off the site.

h. After plan adoption the LRA will transmit the development plan for final Navy review subject to the 2002 Quit Claim Deed.

3. An easement is required to be executed with Keys Energy for access to electric poles along Navy boundary on the southern edge of the property.

4. For all elevated structures, areas between the bottom floor of the structure and grade must be buffered by lattice or similar materials approved by the Historic Preservation Planner and fully landscaped.

5. Building construction on the site including the development of the amphitheater, community center and building 103 shall at a minimum be LEED certified consistent with Comprehensive Plan Policy 1-1.1.6 that requires a green building certification.

6. That rainwater be captured from all building roof surfaces into adequate sized containers highest standard and redistributed for onsite irrigation purposes using ARCSA standards.

7. That if permanent irrigation system is required that the system be built to ARCSA standards.

8. Lighting shall be designed to "Dark Sky" lighting standards and shall meet energy efficiency standards established by an accepted third party environmental standard consistent with F.S Chapter 255.2575(2).

9. Tree Commission approval is required for the overall Landscape Plan in addition to each phase of the

removal/relocation and replacement of vegetation based upon the approved Landscape Plan.

10. The complete set of plans dated March 4, 2014 in addition to the revised master plan dated April 11, 2014 are hereby adopted and incorporated herein.

11. That the proposed two way traffic direction on Angela Street be coordinate with the adopted Truman Waterfront Connectivity Plan.

12. Emergency call boxes are distributed throughout the site in coordination with the KWPD.

13. Fire hydrant locations are coordinated with KWFD.

14. Two electric vehicle charging stations are installed at three points within the park.

15. The lease for the restaurant for Building 103 shall contain the following provisions:

a) That the business establish and maintain a marketing plan on order to reduce vehicular trips to the venue promoting multimodal accessibility to the site via website, reservations, etc.

b) That the lessee obtain a Green Business Certification.

c) That the business separate the collection of food waste to be properly composted for the Truman Waterfront Park or for community partner reuse.

d) That the business recycle all materials collected by the City's waste handler.

e) Lessee must obtain a Conditional Approval Permit, subject to annual inspection.

16. That for special events when the bicycle pathway may be occupied by parked vehicles, the event holders are responsible for creating and identifying an alternative multimodal traffic pattern that protects bicyclists and pedestrians within the Park to bicycle racks and the event center.

Section 3. That the timeline for expiration of this Development Plan is hereby extended due to the proposed construction phasing for a maximum of 10 years pursuant to Section 108-203(a). Full, complete, and final application for all permits required for which this resolution is wholly or partly necessary, shall be submitted in its entirety within 10 years after the date hereof.

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

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

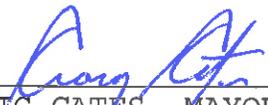
Section 6. This Resolution is subject to appeal periods as provided by the City of Key West Code of Ordinances (including the Land Development Regulations). After the City appeal period has expired, this permit will be rendered to the Florida Department of Economic Opportunity. Pursuant to Chapter 73C, F.A.C., this permit is not effective for forty five (45) days after it has been properly rendered to the DEO with all exhibits and applications attached to or incorporated by reference in this approval; that within the forty five (45) day review period the DEO can appeal the permit to the Florida Land and Water Adjudicatory Commission; and that such an appeal stays the effectiveness of the permit until the appeal is resolved by agreement or order.

Passed and adopted by the City Commission at a meeting held this 6th day of May, 2014.

Authenticated by the presiding officer and Clerk of the Commission on May 9, 2014.

Filed with the Clerk May 9, 2014.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Mark Rossi	<u>No</u>
Commissioner Teri Johnston	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>
Commissioner Tony Yaniz	<u>No</u>



CRAIG CATES, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK



EXECUTIVE SUMMARY

To: Bogdan Vitas Jr., City Manager

Through: Donald Leland Craig, AICP, Director of Community Development Services, City Planner

From: Nicole Malo, Planner II

Date: May 6, 2014

RE: **Major Development Plan and Conditional Use – Truman Waterfront** (RE#00001630-001000, AK 9038855; RE# 00001630-001100, AK# 9038866)
An application for a Major Development Plan and Conditional Use for the development of the Truman Waterfront parcel located in the Historic Public Service and Semipublic Service -1 (HPS-1), Historic Medium Density Residential (HMDR), Historic Residential Commercial Core – 4 (HRCC-4) and the Historic Neighborhood Commercial – 2 (HNC-2) zoning districts pursuant to Section 108-91(A)(2.)b. and c. and 122-61 of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida

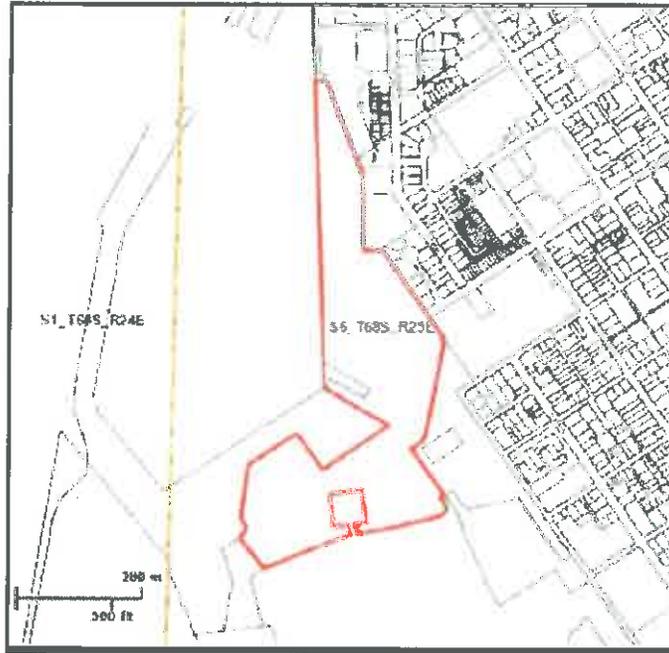
Action Statement

Request: Consideration of the Truman Waterfront Park Master Plan, to develop 28 acres of scarified land transmitted from the US Navy to the City in 2002. The Development Plan establishes development phases for up to 10 years. The Conditional Use request is to use portions of the repurposed historic Navy Building 103 as a restaurant.

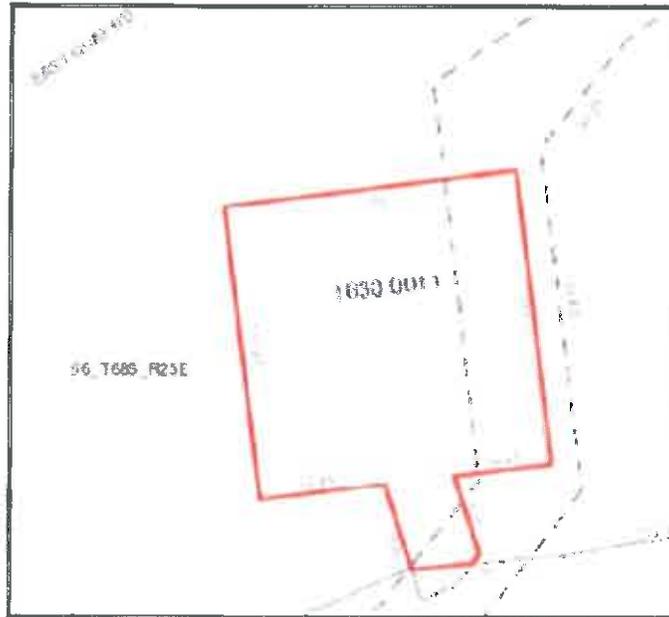
Location: Truman Waterfront Parcel (RE#00001630-001000, AK 9038855; RE# 00001630-001100, AK# 9038866)

Consistency with Strategic Plan:

The development of the proposed Truman Waterfront Master Plan is consistent with Strategic Plan Goal #3 of the Infrastructure element. The goal statement is to provide parks and recreation areas accessible to all residents and visitors and specifically listed is the development of the Truman Waterfront Park.



Property of City of Key West
Parcel ID 00001630-001000, AK 9038855



Property of City of Key West
Parcel ID 00001630-001100, AK# 9038866

Background:

On March 20, 2014 the Planning Board approved the Major Development Plan, Conditional Use and Bicycle Substitution Variance for the Truman Waterfront Park Master Plan with 15 conditions of approval. Subsequently, on April 8, 2014 the Tree Commission approved the Landscape Plan on April 17, 2014, a Landscape Waiver for the number of trees within the parking lot interiors will be reviewed by the Planning Board. Additionally, a meeting was held with City staff and the Navy on April 9, 2014 to coordinate the exact configuration of the proposed Eaton Street Navy access road. The agreed upon location and configuration are described in condition number 2a of this report and shown on the attached Revised Navy Roadway Plan.

The proposed Truman Waterfront Park Master plan is a result of over 15 years of planning with input from the public at community and joint agency meetings, the Navy, the Bahama Village Redevelopment Advisory Committee (BVRAC), the Truman Waterfront Advisory Board (TWAB), and the various City Commissions sitting as the Naval Properties Land Redevelopment Agency (LRA).

The entire property, known as the Truman Waterfront (TW) Parcel, was planned for transfer from the Navy to City ownership through the Base Reuse and Alignment (BRAC) process that began in 1995. As part of the BRAC process in 1997 the BRAC Master Plan was adopted with detailed land uses for the property (Exhibit 1 - 1997 the BRAC Master Plan). To date the 1997 BRAC Master Plan has been used as the backbone that has formed all of the former and current Master Plans. Although the proposed locations for the uses may have migrated around the site, most of the uses contemplated remain within the Master Plan or somewhere on the TW Parcel today. Subsequently in 1999 the Land Development Regulations for the five different zoning districts each with distinct allowed uses and bulk regulations that currently make up the property were adopted from the Base Reuse Plan. The City and Navy then agreed upon and signed a Memorandum of Understanding (MOU), a Memorandum of Agreement and finally the Quit Claim Deed in 2002 and the property was transferred through the Economic Development Conveyance. All three of the agreements contain development restrictions for how the property is to be developed (See Exhibit 2 -2002 MOU and Quit Claim Deed). The proposed Master Plan has been fully coordinated and developed with input from the Naval Air Station Key West office and is in compliance with the land use controls and restrictions listed in the conveyance documents. The original TW Parcel contemplated for transfer was 50 acres; however upon final transfer the battery property along Fort Street and the Mole Pier were withdrawn leaving the 32.31 acres of upland and Marina development rights within Truman Harbor Development Zone to the City. Additionally, since 2013 the Navy has restricted the City's right to construct a marina within the Truman Harbor Development Zone for security and training purposes.

At the October 2, 2007 election the voters of the City of Key West elected to lease 4 acres of the Truman Waterfront Parcel for a mixed income assisted and independent living facility for senior citizens (Resolution 07-09). Subsequently, the City went through the public bidding process and contracted with private developers for the marina and portions of the remaining upland areas (Exhibit 3 - Meisel & Spottswood Conceptual Plan). Other plans were brought forward around this time for the development of the remaining 6.6 acres of the site within the HPS-1, HNC-2

HCL zoning districts that never materialized. It was also at this time that the Bahama Conch Community Land Trust (BCCLT), that managed the Bahama Village Community

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Redevelopment Area, which overlaps the boundary of the Truman Waterfront Parcel, was absolved via Resolution 08-225. The following year the Bahama Village Redevelopment Advisory Committee (BVRAC) and the Truman Waterfront Advisory Board (TWAB) were created.

On April 24, 2010, after several plans for the development of the remaining Truman Waterfront (TW) Parcel had failed, including the Meisel & Spottswood plan for the Truman Harbor Marina and upland area, a joint public meeting was held between the BVRAC, TWAB, and the LRA at the Frederic Douglas Gym in Bahama Village to build consensus for the use of the remaining 6.6 acres. The 6.6 acre area was previously considered as a third development site with economic development potential for the Bahama Village Redevelopment Area; although the discussion evolved into consideration of uses for the entire Truman Waterfront Parcel site. A professional mediator facilitated the process and significant input was gathered from the neighbors, community members and government officials. As a result of that meeting the City Commission adopted Resolution 10-265 (Exhibit 4 - Resolution 10-265) containing the Facilitators Summary Report and eleven guidelines for development of the property. Most importantly as a result of the meeting it was decided that the remainder of the TW Parcel not encumbered by the assisted living facility would be planned as a whole. The eleven area development guidelines that were adopted read as follows:

- The 6.6 acres shall be reintegrated with, and considered part of the overall Truman Waterfront.
- Development of the "6.6-acre parcel" is completed to maximize its integration into and for the economic benefit of the adjacent Bahama Village neighborhood.
- The former Navy galley building shall be repaired (Bldg. 1287, 17,500 sq. ft.) or a new one be constructed to house a multi-use community center with possible future expansion capacity.
- Outdoor multiple use recreation complexes shall be created on the Truman Waterfront and shall remain in City ownership and not subject to long term leases. The complexes shall include but not be limited to a multiple purpose recreational field with minimal dimensions of 110 yards by 70 yards but not less than 1.6 acres in size and recreation basketball courts.
- The Truman Waterfront Advisory Board expresses its support for Resolution 09-057.
- Limited commercial areas shall be developed in conjunction with a workforce housing component. The commercial space may be utilized by neighborhood orientated type businesses including but not limited to local artists, fishermen, and entrepreneurs or as an open market space.
- A community park and community garden component shall be created that showcases Key West history and the Key West African American heritage.
- All development shall be constructed in accordance with Florida Statute 255.2575(2).
- Any and all development shall be economically viable and enhance the existing Tax Increment Funding District (TIF), and provide economic opportunities to all the citizens of Key West.
- Development shall encourage access to and use of the property by biking or walking.
- The TWAB recommends that development of this project be a joint effort between both the City and private entities.

Comprehensive Plan Policy 1-1.6.4: Truman Waterfront Organizing Elements supports the above desired uses in addition to providing for all new development and redevelopment within the Truman Waterfront Parcel to be consistent with the following key organizing elements:

1. Recreation and open space linked through landscaped multimodal green ways and view corridors with multiple access points connecting the large park and recreational area on the northwestern portion of the site.
2. Uninterrupted public access to the waterfront through a wide promenade along the full length of the harbor.
3. Landscaped and hardscaped areas which are well-lit and designed to provide a safe area for use by a diverse mix of recreational users.
4. Affordable housing, neighborhood retail and social service uses which function as an extension of the neighborhood fabric of Bahama Village.
5. Educational and historical activity nodes.
6. Expanded use of the portions of the Truman Waterfront property for port activities.
7. Multiple ingress/egress points into the Truman Waterfront property.
8. High profile green design and livability principles, including but not limited to the International Dark Sky Association, the National Complete Streets Coalition, and highest level green building certifications.

As a result the City went through the public procurement process and hired the design consultant of Bermello Ajamil and Partners at the end of 2011 to design a public park. Shortly afterwards in April of 2012 the LRA were presented with several Design Programs for how best to fit the most desired uses within the unique space of the Park. The Design Program Element that was adopted through Resolution 12-129 by the LRA has been used to configure the Master Plan as proposed (Exhibit 5 – Resolution 12-129). Later that summer after design planning and public vetting through the TWAB on July, 2012 (Revised July 25) the Truman Waterfront Park Master Plan was recommended to the LRA for approval by BVRAC and TWAB. On October 18, 2012 the City Commission sitting as the LRA approved the final iteration of the Master Plan (Exhibit 6 - BVRAC, TWAB and LRA Adopted Master Plan. Resolution 12-285). Although not all of the requested Development Guidelines could be fulfilled on the limited Park site, every effort was made to accommodate as many needs as possible while retaining ample open space.

Following the adoption of the Master Plan staff and the design consultants met with public interest groups such as the Arts Council and its subsidiaries, the Police Athletic League and the Police Cavalry Unit, American Youth Soccer Organization (AYSO), the Boys and Girls Club and other afterschool programs, TAMPOA, the State Parks Organization and other adjacent property owners, and relevant City staff to review the Master Plan (Exhibit 7 - Focus Group datum). On January 14, 2013 the consultant submitted an application for Major Development Plan (Exhibit 8 - 2013 Development Plan) and variance request for bicycle substitution to the Planning Department. The Development Review Committee (DRC) reviewed the Major Development Plan and Variance at a special meeting held on January 31, 2013. The plans were amended based on the DRC comments and are also incorporated into this report although no significant concerns were brought up (Exhibit 9 - DRC Minutes 20130131). On March 4, 2013 the Master Plan was transmitted to the Navy, in order to begin a preliminary 90 day review period. The Navy's response was received on June 6, 2013 with twenty comments. The City responded to the Navy's comments on January 31, 2104 (Exhibit 10 - Navy Response Letter and City Response to Navy). The Plans were amended and several conditions proposed as part of this development plan request

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to address the Navy's concerns. Coordination efforts have been ongoing regarding the Plans and timeline for adoption. Following adoption the Major Development Plan, Conditional Use and Variance will again be sent to the US Navy for the mandated 90 day review period. With the preliminary 90 day review by the US Navy already completed, the response time and approval for construction is expected to be shortened.

Additionally, as contemplated in the Base Reuse Plan and Master Plan adopted by the LRA, the Land Development Regulations (LDR's) for the Historic Public Service (HPS) zoning district were amended to allow restaurants and food service facilities associated with recreational activities. In addition changes to the HRCC-4 zoning district were adopted to allow Cultural and Civic Uses which were are presently allowed as of right in the PS and HPS zoning districts. The amendments were adopted by the City Commission on December 3, 2013. Concurrently a Comprehensive Plan amendment was also adopted in order to update the land uses allowed within the HRCC-4 land use district to create lower impact uses compatible with public parks. The DEO posted the Final Order for the changes to the comprehensive Plan and LDR's on February 28, 2014 and they are in the final days of the appeal period that will expire by March 21, 2014 (Exhibit 11- DEO Final Order Ordinance 13-25).

Based upon the state review and adoption timeline for the above mentioned Comprehensive Plan and LDR amendments the DRC reviewed the Conditional Use request for the restaurant at a publicly noticed meeting held on March 14, 2014 (Exhibit 12 - DRC Minutes 20140314). The restaurant is proposed to be located in Navy Building 103 with an indoor and outdoor seating area limited to 316 seats. The resulting DRC comments regarding the Conditional Use did not affect the proposed Plans, but have been incorporated into several conditions of approval and described in detail in this report.

More recently, the timeline for contract negotiations for the Assisted Living Facility lapsed and the LRA rejected the ALF lease through Resolution 13-225 freeing up 2.63 acres of the Truman Waterfront Parcel adjacent to Fort Street for possible new development opportunities; although, the redevelopment of the site is not contemplated as part of this master plan. Also apart from this Master Plan approval process but adjacent to the proposed Park within the Truman Waterfront Parcel a community garden is proposed with a small outdoor market place area (Exhibit 13 – Conceptual Community Garden Plan). The community garden has been approved and funded by the Community Redevelopment Agency and should serve as a complimentary Park use that helps to fulfil a component of the adopted Truman Waterfront Development Guidelines and Base Reuse Plan.

A Bicycle Substitution Variance is being requested concurrently with this development plan and conditional use and is proposed as a condition of approval.

Existing Conditions

The 28 acres proposed for development include scarified lands previously used for Navy operations and a former Navy Galley, Building 1287 (aka the PAL Gym), and large maintenance facility, Building 103. A structural analysis report was conducted for the two existing buildings on the site and Building 103, because of it is a giant shell of a building with very little obstruction inside, was determined to be structurally sound and adaptable; however, portions of building 1287 were determined to be structurally compromised and unsuitable for adaptive reuse

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for its intended purpose as a community center. Additionally, the building encroaches 47' into the Navy's required 50' security setback and is not in compliance with the Deed restrictions; and after attempting to fit the necessary standard sized multi-use field on the property it was determined to fit only on the portion of the site where the building 1287 is currently located. Therefore, it was determined that the proposed plan to demolish existing building 1287 and relocate the community center was the most efficient use of the property.

The site is traversed by numerous underground utilities to Naval and State Park facilities as identified in the land conveyance deed; and an existing roadway is used to access Navy property in two locations, Fort Zachary Taylor State Park, the NOAA offices and the Eco Discovery Center. Although undeveloped, the site is visited by pedestrians and bicyclists who enjoy the open spaces and waterfront promenade. The site also accommodates two to three boat races and several local cultural events annually such as the Taste of Key West that draws thousands of visitors.

Existing conditions of the site are shown on the attached survey and Tree Disposition Plan (Appendix C. 7 Tree Disposition Plans).

Request:

The Proposed Development Plan is for the approval of a Master Park plan that will accommodate the following uses and amenities:

Buildings are required to be Green Building Certified in accordance with Comprehensive Plan Policy 1-1.6.4:

- New **Community Recreation Center** of 24,304 square feet to include indoor gym, industrial sized kitchen and classrooms.
- Retrofit of existing **Building 103** to be used as a museum with a conditional use request for a restaurant as a revenue generating use.
- New **Amphitheatre** with 250 fixed seats, a 3,000 square foot theater building with bathrooms and changing rooms and 15,000 square foot event lawn.
- **Police horse stables** – 2,525 s.f building and outdoor coral area.
- Possible use of the **old Keys Electric Facility** on Geraldine Street to be used as maintenance facility. The city is awaiting information regarding the Environmental Reports being formulated now.

Recreation facilities:

- Two children's **playground facilities**. One located in the front of Building 103 and one adjacent to the proposed community recreation center.
- An **interactive water feature** located near the outdoor restaurant area in the front of Building 103.
- **Multi-use sports field** of 360 by 230 feet which includes the recovery zone on all sides of the field (field is 310' x 180'). This sized field is large enough to meet high school league standards for various sports which is not accommodated for anywhere in the City at this time.
- **Recreational exercise pathways** both through the open space areas in the Merili McCoy Public Garden to the North and adjacent to the main roadway in both directions as separate **safe sidewalks** of 7-10' and **designated bicycle lanes** 8' in width.

- Several significant **open space areas** for active and passive recreation.

Improvements:

- Stormwater management.
- Cisterns and onsite water retention for water reuse.
- Topographic change elements including an elevated sunset look out area behind the amphitheater.
- Heavy landscaping for shade and aesthetic purposes.
- New roadways through the park connecting Southard Street and Angela Street through the park and to the State Park. New vehicular access from Angela Street. Traffic calming amenities are approved.
- Public Art throughout.
- Parking in three parking lots for 225 vehicles plus on street parking for an additional 91 vehicles for special events creating a total of 316 parking spaces for the Park.
- Parking throughout the park for 276 bicycles.
- Public restrooms will be provided.
- Safe pedestrian corridor crossings.
- Sidewalks and safe pedestrian corridors within parking lots.

Other Amenities:

- **Boat Races:** The Park design can accommodate parking on hard surfaces for up to 70 speed boats as requested by the speedboat race producers for the annual event. Other types of races such as the sailboat races can also be accommodated. Any damage to landscaping will be required to be replaced by event management and additional space may have to be requested from the adjacent Navy property. The Navy will consider the shared use of their property on a case by case basis.
- **Revenue generating activities:** Restaurant, outdoor and indoor events areas, classroom usage, Amphitheatre events.
- **Negotiations ongoing regarding pedestrian access bridge to the Westin Marina across Admirals Cut.**
- **Park Maintenance Plan.** Within the City's contract with Bermello Ajamil the scope of the work for Ballard King is stated as follows:

Ballard King will be involved with the Programming process and provide the following:

- Ensure that the project's operational goals are met.
- Project component recommendations/prioritization:
 - Validate or adjust any existing facility program
 - Determine sizing and space allocation requirements
 - Component relationships and interaction
- Development of program statement consensus

No development or improvements beyond the limits of the Truman Harbor Development Zone: No development is proposed seaward of the City owned upland property. The USCGC Ingham will be relocated northward from its existing location along the bulkhead for a

permanent mooring. The USCGC Ingham will meet all United States Coast Guard Standards. There will be no uses of or access to, the harbor other than those authorized by the Federal Government.

Construction Phasing

The proposed development contains two or more phases anticipated to be completed within 5-7 years of development approval, although because this project is dependent on available funding the Development Plan request is to extend the timeframe of this approval for 10 years in accordance with Section 108-203(a).

Phase 1 includes completion of 80% of the park as shown on the plan below. Phase 1 is expected to be substantially complete by March of 2017. To date, the City has secured \$2 million dollars in funding for the amphitheater and also submitted an application for a Restore Act Grant for the property.



The following project phases are proposed:

- Phase I –** Site infrastructure (roadway, utilities, parking), passive recreational areas, new multi-use athletic field, construction of a new Multi-Purpose Center on the site of the proposed Community Center gym, demolition of the Police Athletic League (PAL) building. Relocations will include the stable, the Fort Zackary Taylor State Park entrance and the PAL program.
- Phase II –** Demolition/Renovation of Building 103
- Phase III –** Amphitheater
- Phase IV –** Remaining portions of the Community Center

Please see the attached Application Narrative for a thorough description of the proposed park details.

Surrounding Zoning and Uses:

North: Transient and commercial uses
 South and East South: Military Lands
 West: Residential and Transient uses

Process:

Development Review Committee Meeting:	January 31, 2013
	March 14, 2014
HARC Meeting:	February 24, 2014
Tree Commission Meeting:	April 8 or May 13, 2014
Planning Board Meeting:	March 20, 2014
	April 17, 2014
City Commission Meeting:	May 6, 2014 (tentative)



Analysis – Evaluation for Compliance With The Land Development Regulations:

Section 108-91 A(2)b of the City of Key West Land Development Regulations requires that any proposed plan outside of the historic district including the addition of outdoor commercial activity consisting of active recreation or similar activities shall require a Major Development

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Plan. Section 108-196(a) of the Land Development Regulations states that “after reviewing a Major Development Plan or a Minor Development Plan for a property and staff recommendations, the Planning Board shall act by resolution to approve, approve with conditions, or disapprove it based on specific development review criteria contained in the Land Development Regulations and the intent of the Land Development Regulations and Comprehensive Plan.”

Planning staff, as required by Chapter 108 of the City Code of Ordinances, has reviewed the following for compliance with the City’s Land Development Regulations and Comprehensive Plan.

Concurrency Management (Chapter 94)

The City’s Comprehensive Plan Objective 9-1.5 directs the City to ensure that facilities and services needed to support development are available concurrent with the impacts of new development. The analysis considers potable water, sanitary sewer, solid waste, drainage, vehicle trip generation and recreation. Section 94-36 requires a concurrency determination to be made concerning proposed development. The applicant has provided information regarding Concurrency Management and staff has reviewed the information and determined that the proposed project meets the City’s requirements for concurrency management. Please see the attached Concurrency Management Report provided by the applicant within the Application Narrative for further information.

Fire Protection (Section 108-233 (8)):

The Fire Marshall reviewed the proposed development plans at the DRC meeting held on January 31, 2013 and March 20, 2014. The Fire Marshalls Office (FMO) has requested that the applicant coordinate the new locations of fire service distribution systems and that the Restaurant be reviewed and fixed for fire suppression. Additionally the FMO requested access to the Eaton Street access point in the event of emergencies and that the surface be designed to support large emergency vehicles and that the roundabouts be large enough to accommodate their vehicles. The new locations of fire service distribution systems will be coordinated with the City’s FMO as a condition of approval.

Other Public Facilities (Section 108-233 (10)):

Based on the information in the concurrency analysis, the proposed major development plan is not anticipated to increase adverse effects upon public facilities. The implementation of the plan is proposed over a 10 year period and further coordination is required at the time the road is relocated according to the letters provided by FKAA, Keys Electric and the City’s Utility Department at the DRC Meeting. Additional comments received at the first DRC meeting have been addressed through site design modifications early in the design process. Additional coordination will be required to enter into an easement with Keys Electric for access to the electric poles on the adjacent Navy property.

Appearance, Design and Compatibility (Section 108-234):

- 1. Compliance with Chapter 102 – Historic Resources; Chapter 108 Articles III, IV and V - Open Space, Screening and Buffers, Site Plans, and Traffic Impacts:**

The site Plans have been reviewed and issued a certificate of appropriateness that the proposed project is in compliance with relevant sections of Chapter 102. Rehabilitation is proposed to existing historic Building 103 on the site.

The proposed site plan meets requirements for Chapter 108 Article III, Site Plan. Articles IV for Traffic Impacts and Article V for Open Space. Screening and Buffers are addressed below in this report. The City's Engineering Division is concerned about how the two way road on Angela Street may conflict with the Truman Waterfront roadway connectivity plan and additional coordination will be necessary.

2. Compliance with Section 108-956 - Potable water and Wastewater:

The applicant has demonstrated that there is access to potable water and to wastewater disposal systems in the concurrency management report.

3. Compliance with Chapter 110; Article II – Archeological Resources:

The Truman Annex is not known as a significant archaeological site. Although significant historical activities have taken place on the site.

Site Location and Character of Use (Section 108-235):

The proposed development is in compliance with standards set forth in Section 108-235 of the Code as described below.

The proposed uses within the park and the Park itself are compatible with surrounding land uses and the character of the area. The design enhances physical access to the waterfront and other recreational activities. The park is comprised of varying types of open spaces and what are anticipated to be heavily used recreation areas. Because the plan proposes activities and buildings spread in different portions of the park, the proposed plan appears to be compatible with adjacent land uses. For example, the adjacent residential users at the Truman Annex are adjacent to passive recreational activities such as excursive paths and open space areas to minimize noise. The increase in access for multimodal transportation users such as the Petronia Street and Angela Street access points improve connectivity between the adjacent neighborhoods and the various parks, spreading the potential traffic impacts and encouraging alternative transportation. Adequate bicycle, scooter and vehicular parking is provided on the site as anticipated.

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

The development plan design is sensitive to the existing infrastructure and natural landscape within the site and provides compatible connectivity with adjacent neighborhoods, streets, parks, parking areas and pedestrian and bicycle pathways.

The shape and colors of the ocean are reflected and emphasized in the proposed promenade areas. Proposed concrete building materials are compatible with traditional materials utilized by the Navy and the existing Building 103 will be rehabilitated.

Three new structures are proposed including a community recreation center, horse stables and an amphitheater. The structures are proposed to be LEED certified with

additional provisions for rainwater harvesting. The proposed buildings meet the height regulations and will not impede the existing visual access to the waterfront. The structures have harmonious massing and scale characteristics that do not impinge on the surrounding natural landscape.

The proposed design is in compliance with the performance standards stipulated in Sections 108-236 of the City Code.

2. **Appearance of site and structures (Section 108-278):**
The site appears to be in overall compliance with Chapter 108-278 of the City Code as specified above.
3. **Location and screening of mechanical equipment, utility hardware and waste storage areas (Section 108-279):**
Mechanical equipment proposed as part of the buildings shall be adequately screened from view by landscaping as required by the Land Development Regulations. Waste and recycling storage areas will be located throughout the park for collection. The area will be screened from view by a 6' fence and meets the requirements set forth in the above Section.
4. **Utility lines (Section 108-282):**
Existing power lines currently service the area. Further coordination is required at the time the road is relocated. Keys Energy has provided a letter regarding this proposal (Exhibit 14 - DRC Comments).
5. **Commercial and manufacturing activities conducted in enclosed buildings (Section 108-283):**
Commercial activities will take place within the enclosed building except where there is allowed outdoor consumption area associated with the restaurant. No other commercial activities are proposed as part of the project.
6. **Exterior Lighting (Section 108-284):**
The applicant has provided a lighting site plan that also includes proposed lighting design for sidewalk, street and parking lighting. Lighting will be designed to "Dark Sky" lighting standards as a condition of approval. Please see the attached lighting plan on Appendix C. 13 of the site plans.
7. **Signs (Section 108-285):**
No signage plan has been submitted. As a condition of approval the applicant is responsible for designing and submitting a signage plan to the Planning Department for approval that is compatible with Section 108-285 of the Code.
8. **Pedestrian sidewalks (Section 108-286):**
The proposed site design includes extensive new sidewalks that connect parking areas and recreation uses within the park to adjacent land uses. Connectivity design and pedestrian safety has been previously addressed in this report.

9. Loading docks (Section 108-287):

A loading dock has been designed for the south side of the amphitheater facility, see Master Plan. A loading area has also been indicated on the north side of Building 103 to service the proposed museum and restaurant uses.

10. Storage Areas (Section 108-288):

No outdoor storage is proposed; however, the waste handling area proposed has been previously addressed above.

11. Section 108-241. – Soil survey and Section 108-242. – Environmentally sensitive areas.

Please see the Application Narrative pages 27-28

On-Site and Off-Site Parking and Vehicular, Bicycle, and Pedestrian Circulation (Section 108-244):

The site is currently undeveloped and the proposed site development shall be designed to current standards for existing circulation and dimensional requirements, and drainage, and provides safe or organized pedestrian access from the vehicles to the destination. The entire site provides for pedestrian circulation and connectivity. The proposed design addresses the need to separate vehicular uses from pedestrian circulation and reduces the potential safety concerns where the two conflict by adding vehicular speed calming devices, landscape buffering, crosswalks, connecting pedestrian ways and parking areas with sidewalks.

As previously mentioned, two eight foot unidirectional bicycle paths are proposed along either side of the new roadway as shown on the site plans. Bicycle parking stations are proposed to be located throughout the park, with a total amount of 276 bicycle parking spaces available.

The City Code of Ordinances does not provide a parking standard for parks and recreation areas; therefore the parking analysis is based on the independent use requirements within the park. The proposed park uses as they relate to the parking standards are as follows

Parking Table by Use				
Use	Size (sf)	Standard	Required Parking	Bicycle Parking
Historic Building 103	Restaurant 4700 s.f	1 per 45 s.f of Consumption Area;	104 spaces	29 spaces
	Museum 4,350 sf.	1 per 150 s.f of Assembly Area	29 spaces	
Community Center	10,821 sf Assembly Area	1 per 150 s.f of Assembly Area	72 spaces	35% 25 spaces
Amphitheatre	15,259 sf Assembly Area; 250 fixed seats	1 per 150 s.f of Assembly Area; 1 space for each 5	102 spaces	10% 15 spaces

		seats		
Stables	2,525 sf	1 per 300 s.f of Floor Area;	8 spaces	25% 2 spaces
Total Required			366	72
Total Provided			316	276

As depicted in the master plan contained in Appendix C, three public parking lots will be provided within the park. A 66 space public parking lot is planned immediately north of Building 103, 92 parking spaces will be provided near the Angela Street entrance, and 67 parking spaces will be constructed near the community center (on the south side of Presidential Boulevard). Of which 5 spaces in each parking lot shall be dedicated for fuel efficient vehicles. Also included are 36 scooter parking spaces. During special events at either the community center or the amphitheater, the two eight foot wide bike lanes along Presidential Boulevard will be closed and an additional 91 parallel parking spaces created. Hence, the total number of vehicular spaces provided on site includes 316 parking spaces (Appendix C. 1).

Based on the requirements for parking standards the proposed number of parking spaces (316) is short 51 spaces from what is required. As previously mentioned a bicycle substitution variance is requested as part of this development plan. The approval of the bicycle substitution variance is a condition of the approval. Seventy two bicycle parking spaces are required for the project although 276 are proposed. Of those, 204 are proposed to substitute for the 50 additional parking spaces that are required to complete the project.

It is important to note that park guests typically utilize more than one service per visit and therefore the potential for shared parking demand is common. Also notable is that this particular site is located at the beginning (or end) of the Westin Marina and the fort Zachary Taylor State Park within the heart of Old Town Key West where many park visitors arrive using alternative modes of transportation such as walking, riding bicycles, scooters or the trolley.

Additionally, the existing visitor and employee parking areas adjacent to the NOAA/Eco Discovery Center will remain. The new City of Key West surface parking lot planned for the west side of Fort Street near Olivia Street is available for local residential parking.

Housing (Section 108-245):

No housing is proposed as part of the Major Development Plan.

Economic resources (Section 108-246):

No ad valorem tax yield is anticipated from the proposed project as it will be a public recreation facility owned by the City of Key West. The restaurant operations proposed for Building 103 may be leased to a private operator. The restoration and adaptive reuse of Building 103 as an eating establishment in support of park operations will generate sales tax income for the City and the State of Florida. The approximate amount of this revenue stream is not feasible to calculate at this time given the preliminary nature of the building use concept.

The majority of the expenditures on the construction of the project will transact within the City of Key West. The direct construction expenditures will create other induced expenses in the community. These expenses will generate both direct and indirect employment in the City of Key West as a result of the process of construction.

Additionally, during future park operations, direct employment and indirect employment will be generated through required park maintenance and security employment; as well as through the operation of proposed support facilities within the park.

Special Conditions (Section 108-247):

- a) The proposed development is consistent with the zoning district uses and consists of a conditional use for the restaurant. Therefore it does not conflict with the intent of the land development regulations, and is not anticipated to cause any conflict in relation to existing public facilities that are in place.
- b) Portions of the project area are located within the Coastal Construction Control Line; however, no new construction is proposed within this area. The Coastal Construction Control Line is established from the mean high water line to 30' on shore within the area.
- c) N/A
- d) Public access to the shoreline is enhanced by this project.
- e) Two transit stops are proposed as part of the project. Further, the Truman Waterfront Park has been designed to facilitate multimodal transportation access via an open internal circulation roadway with excess pavement width on both sides of the roadway (total roadway width is 40 feet). Four transit stops are located within the park located immediately south of the main entrance (south side of the entry roundabout), and on both sides of Presidential Boulevard between the proposed amphitheater and the community center.
- f) The applicant has proposed LEED certification for Building 103 and the community center additional green features include rainwater harvesting and reuse. Additional green design standards throughout the site include stormwater management design that incorporates grass runoff areas, Dark Sky lighting, and landscape design that minimizes water usage and maximizes canopy trees for surface heat reduction. Several conditions are built into the approval of this development plan that affect the lease for the restaurant as follows:
 - 1. Reduce vehicular trips to the venue by marketing and promoting multimodal accessibility to the site via website, reservations, etc.
 - 2. Obtain Green Business Certification
 - 3. Separate collection of food waste to be donated for compost purposes to the adjacent Community Garden or for onsite reuse
 - 4. Recycling of all materials collected by waste management
 - 5. Lessee must obtain a Conditional Approval Permit, subject to annual inspection

- g) The KWPD horse stables are proposed to be elevated from base flood elevation to meet FEMA requirements. The community center shall also be elevated. The area between the bottom floor of the structure and grade is proposed to be left open but buffered by lattice or similar materials approved by the Historic Preservation Planner.
- h) Recreation facilities provided on the site have been previously addressed in this report
- i) As previously discussed, the applicant has coordinated and continues to coordinate with the Navy. Further the applicant has coordinated with numerous local and state agencies regarding use, permitting and potential funding assistance including the DCA, the TDC, state, the DEP, FDOT, City Planning and City FEMA Coordinator regarding the site and drainage plans. Additional coordination with the DEP is required to resolve the final environmental remediation issues in order to lift the deed restrictions and begin digging in the land at all.
- j) Environmental permitting is under way at this time.

The proposed project meets the applicable standards outlined in Section 108-247 of the City Code.

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

The proposed development contains two or more phases anticipated to be completed within 5-7 years of development approval, although because this project is dependent on available funding the Development Plan request is to extend the timeframe of this approval for 10 years in accordance with Section 108-203(a). Phase 1 is expected to be substantially complete by March of 2017. To date, the applicant has secured \$2 million dollars in funding for the amphitheater and also submitted an application for a Restore Act Grant for the property.

The following project phases are proposed:

- Phase I** – Site infrastructure (roadway, utilities, parking), passive recreational areas, new multi-use athletic field, construction of a new Multi-Purpose Center on the site of the proposed Community Center gym, demolition of the Police Athletic League (PAL) building. Relocations will include the stable, the Fort Zackary Taylor State Park entrance and the PAL program.
- Phase II** – Demolition/Renovation of Building 103
- Phase III** – Amphitheater
- Phase IV** – Remaining portions of the Community Center

Open Space, Screening, Buffers and Landscaping (Article V and VI) of Chapter 108:

As part of the design team a Landscape Architect has prepared the proposed Landscape Plan. The Landscape Plan incorporates native materials, clustering of plant material for water conservation, salt tolerant grasses, and canopy trees for surface heat reduction. The plan is intended to retain as much existing tree canopy on site as possible and to supplement it with additional plantings as required by code and driven by desired aesthetics. Screening and buffering is proposed that meets Crime Prevention Through Environmental Design (CEPTED) design standards that help minimize dangerous hiding spaces, isolated areas and promote pedestrian safety.

As a previous naval base, the site contains limited tree cover. The Truman Waterfront Park design includes an existing tree disposition plan that responds to identified on the proposed site design. Where feasible and applicable, on-site trees will be preserved or relocated to other areas of the site as may be required by the new park design. The method to be utilized in the preservation and relocation of trees will be presented as part of the construction documents and for City of Key West permit approval. A tree removal permit will be obtained as required by the City of Key West. (See Appendix C, sheets LT-00 through LT-11).

A landscape plan has been prepared. (See Appendix C, sheets LL-00 through LL-12). The working drawings for the landscape plans will include specifications for landscaping for all areas of the project and will comply with the performance criteria included in Article VI of Chapter 108 of the City of Key West Code of Ordinances. The Tree Commission is scheduled to hear the Landscape Plan and Irrigation Plan on April 8, 2014. Tree Commission approval is a condition of the request.

The proposed site plan significantly exceeds the 20% open space requirement.

Specific permits for tree removal and relocation or replacement are not part of the request at this time due to the time period between development approval and actual construction. The applicant will continue to seek phased permits from the Tree Commission for tree removal/relocation/replacement closer to the time of implementation.

Off-street Parking and Loading (Article VII) of Chapter 108:

Parking has been previously addressed in this report.

Stormwater and Surface Water Management (Article VIII):

Drainage and surface water plans prepared by a State of Florida registered engineer, Perez Engineering and Development, Inc., are attached as Appendix C, 8). According to comments made at the DRC Meeting by the City's Engineering Division the drainage and surface water management plan meets the required performance criteria as identified in Chapter 110 of the Code of Ordinances. During the process of construction, provisions will be made for the adequate management of on-site surface run-off; erosion control; movement and stockpiling of soil materials; and other actions as may be necessary for the adequate and environmentally conscious construction of the project. There will be adequate management of any other site development impacts that may arise from the construction process. The General Services and Engineering Department has no concerns regarding the proposed Conceptual Drainage Plan (Exhibit 14- DRC Minutes).

Flood Hazard Areas (Division 4 - Sections 108-821 through 108-927):

The site falls on a Special Flood Hazard Area subject to inundation by the 1% (100 year) annual chance flood. The site has two flood zone classifications AE - 7, AE - 8, in addition to Zone X, as indicated in the National Flood Insurance Program Map.

Portions of the existing development lie within the Coastal Construction Control Line (CCCL), which requires that no building shall be constructed within 30 feet of the mean high water line in

accordance with Code Section 122-1148(a)2. No new construction is proposed within the CCCL and no changes are proposed to the existing non-conforming structures within the CCCL area.

Utilities (Article IX):

According to information submitted to the Department, FKAA and Keys Energy Services are able to provide utilities to the site; however, further coordination is required at the time that the road is constructed. The proposed development project will use existing utility mains for potable and sewer water and extend existing underground electrical lines. The applicant will also need to coordinate with the utilities department and a Utility Connection Plan is required at the time of development. Landscaping will consist of native species as shown on the proposed landscape plan.

Conditional Use Review

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

Conditional Use Criteria per Code Section 122-62

- (a) **Findings:** The Planning Board may find that it meets the Code purpose of ensuring 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.”

The portion of the Park where the restaurant is proposed is within the HPS-1 zoning district, within Building 103. Outdoor consumption area is proposed and will overlook the Truman Harbor. The area surrounding Building 103 has significant open space and recreational activities including an interactive water feature, playground, and parking lot with 106 dedicated vehicular and 84 associated bicycle parking spaces. The proposed restaurant with indoor and outdoor consumption area is proposed to be a maximum of 318 seats and appears to be generally compatible with the intent of the zoning classification that supports land uses accessory to and supportive of the Park. It is anticipated that the restaurant will be leased out and revenues generated will be reinvested in Park maintenance.

The proposed conditional use application for a restaurant with outdoor consumption area shall be in the public interest and shall meet the following criteria as described below:

(b) **Characteristics of use:**

1) **Scale and intensity**

- a. **Floor Area Ratio (F.A.R):** The proposed F.A.R for the entire Park is 0.04, significantly less than the 0.8 allowed in the HPS-1 zoning district and 1.0 in the HNC-2 and HRCC-4 zoning districts.

- b. **Traffic Generation:** According to the Institute of Transportation Engineers Trip Generation Manual, 7th Edition, the trip generation of restaurants is 85 trips per 1,000 s.f. based on gross floor area although peak hours average 10 trips per hour. Because of the location of the proposed restaurant in a Park, traffic generation is expected to be largely pedestrian.

The City has conducted a Traffic Impact Analysis that is incorporated into the development plan. The analysis takes into consideration potential traffic generated from the Truman Waterfront Park, the State Park and the Us Navy Base for average conditions and for special events. The analysis found that the proposed parking and roadways are adequate to accommodate the potential traffic from all three uses. Please see the Trip Generation on page 20 of the development application and the Traffic Analysis for a more detailed analysis of the findings. The State's new entrance point is being designed to accommodate two lanes of traffic and a pedestrian/bike lane. Traffic generating from the State Park uses will be accommodated on the State Park property in response to relocation of the entrance point (Exhibit D -F).

As previously stated The City's Engineering Division is concerned about how the two way road on Angela Street may conflict with the Truman Waterfront roadway connectivity plan and additional coordination will be necessary.

- c. **Square Feet of Enclosed Space For Each Specific Use:** Building 103 is approximately 13,748 square feet and will be used as a restaurant, historic museum and bathrooms available to all park users. The proposed total restaurant area is approximately 8,000 s.f with indoor and outdoor a consumption area limited to 318 seats. The proposed historic museum area will to occupy 4,350 square feet. The museum use is not part of this conditional use request.
- d. **Proposed Employment:** It is estimated that 35-50 employees are needed to serve the restaurant operations.
- e. **Proposed Number of Service Vehicles:** Delivery service vehicles are expected through the parking lot at the rear of the restaurant approximately 3-5 times a week as needed. Garbage pick-up will be from the parking lot as well to be determined on an as needed basis.
- f. **Off-Street parking:** The proposed parking lot located to the north of the restaurant building has been designed to accommodate 66 vehicles, five of which are priority spaces for fuel efficient vehicles, 12 scooter parking spaces (equivalent to 3 parking spaces) and 84 bicycle parking spaces, that are accommodated in the area. In the parking lot to the south of the entry circle and additional 92 spaces and 12 scooter spaces are provided. Of the 92 spaces, 38 are designed to be dedicated to the restaurant use.

The proposed consumption area of 4,700 square feet limits the amount of seating to 318 seats. The proposal is subject to code requirements for restaurant parking requiring 104 parking spaces (one space for each 45 square feet of consumption area). Although an

adequate number of parking spaces are provided to accommodate the restaurant use, as described above, in conjunction with this Development Plan and Conditional Use request, a bicycle substitution variance is requested to convert parking spaces into scooter spaces and thus substitute an additional 72 bicycle parking spaces for the entire Park. The museum use also requires (4,350 sf at one space per 150 s.f of floor area in the assembly hall) resulted in a requirement of 29 spaces, of which only 2 spaces can be accommodated on the site parking lot. However, because the project is only a portion of a Park project there are over 300 parking spaces on the property with over 250 bicycle spaces.

2) On or Off Site Improvements Not Previously Identified

- a. **Utilities:** Based on comments previously submitted by Keys Energy Services and Florida Keys Aqueduct Authority additional coordination will be needed for new services to the restaurant building. Additional comments are attached to this report and reference the park as a whole.
- b. **Public facilities:** The application includes a Concurrency Management report and services and utilities have adequate capacity for the proposed restaurant. Please see a more detailed concurrency report previously described above. As proposed, the site is concurrent with Chapter 94 of the Code.
- c. **Roadway or Signal Improvements:** New roadways are proposed as part of the park master plan that will provide access to the restaurant. No new signals are proposed although, directional signage is proposed as part of the Park Master Plan. Please see the development plan report for additional information regarding roadway improvements.
- d. **Accessory Structures or Facilities:** Three main structures are proposed as part of the Park Master Plan. No accessory structures are proposed as part of the restaurant use.
- e. **Other:** All special amenities proposed as part of the Park Master Plan have been previously addressed. No unique facilities or structures are proposed as part of the restaurant use.

3) On-site amenities proposed to enhance the site: Extensive site improvements are proposed as part of the Park Master Plan. The site is currently undeveloped and site amenities are addressed previously in this report. The proposed restaurant will share the building with a historical museum featuring local maritime and cultural history and provide restrooms and shelter for park users. Adjacent to the restaurant is a playground and interactive water feature where families are expected to frequent.

- a. **Open space:** The site is currently scarified and although under developed has very little vegetated open space areas. The total open space for the Park is over 64%.

- b. **Setbacks:** The proposed project is in compliance with setback requirements required by the Land Development Regulations and security offset zones required by the Navy.
- c. **Screening and buffers:** All electrical equipment and garbage will be screened with appropriate fencing and vegetation. Significant vegetative buffers are proposed between the restaurant and other uses within the vicinity.
- d. **Landscaping berms:** No landscaped berms are proposed as part of the restaurant drainage plan, however the landscape plan includes varying topographic elevations.
- e. **Mitigative techniques for abating smoke, odor, noise and other noxious impacts:**
The majority of the activity associated with the restaurant will be at the rear of the structure at the parking lot and at the front facing the playground and interactive water feature. The structure is significantly setback from other uses and it mostly within a concrete structure, so noise impacts are not anticipated from the restaurant although traffic is expected to increase. The proposal also includes a waste handling area that is buffered from sight by fencing and landscaping. Garbage will be removed on an as needed basis.

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

1) Land use compatibility:

The proposed conditional use, in conjunction with the proposed Major Development Plan, is compatible with the nearby Military, park, residential and institutional land uses. The proposed restaurant is significantly setback from the nearest residential uses, buffered by significant landscaping, is located inside an existing historic Navy structure and no alterations are proposed to the scale of the building. Further, the intensity of the restaurant, which occupies only on half of the building, limits potential maximum intensity of the use. Although traffic currently traverses the site in order to reach the Naval bases and the State Park, impacts to the entire park are expected to increase as a result of the restaurant and new Park. Alternative transportation is encouraged by the overall site plan which is designed to facilitate multimodal transportation needs through the park, including bicycle and pedestrian circulation modes, bus and tourist transportation mode access, and adequate parking is proposed for the use.

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

The building is over 8,000 square feet on a 28 acre park site. Only four buildings are proposed on the site, leaving over 18 acres of open space. Building 103 is not proposed to be expanded as part of this application although outdoor seating is proposed.

The proposed Major Development Plan significantly exceeds and increases open space requirements. The site has adequate size and site specifications to accommodate the proposed outdoor consumption area and amenities such as screening, buffers, traffic

circulation, concurrency management, sidewalks, bathrooms, site access, and parking needs.

3) Proper use of mitigative techniques:

The proposed plan for the restaurant has been designed to incorporate mitigative techniques to buffer impacts, such as vegetation for noise, visual impacts and heat gain. Additionally, the plan includes adequate bicycle and vehicular parking for the proposed restaurant and provides adequate access for visitors using alternative transportation. The solid waste storage area is proposed to be screened with fencing and vegetation. Adverse impacts are not expected to negatively affect community infrastructure.

4) Hazardous waste:

No hazardous waste shall be generated by this conditional use.

5) Compliance with applicable laws and ordinances:

The proposed development will comply with all applicable laws and regulations as a condition of approval.

6) Additional Criteria Applicable to Specific Land Uses:

Applicants shall demonstrate the proposed conditional use satisfies the following criteria:

a. Land Uses Within a Conservation Area: N/A

b. Residential Development: N/A

c. Commercial or Mixed Use Development:

The proposed restaurant is located squarely within the park with compatible adjacent park uses such as a museum, playground, interactive water feature and associated parking lot. The closest residential uses are over 100 feet from the concrete building structure and the restaurant use buffered by a museum within the building, a fence, roadway and vegetation. The department has not received any concerns about the proposed restaurant use to date.

d. Development Within or Adjacent to Historic District:

As previously mentioned an application for demolition, site plan and material review was reviewed and approved by the Historical Architectural Review Committee on February 24, 2014, through Certificate of Appropriateness No. H14-01-0233. A second HARC Meeting will be held in the future when the architectural drawings for the structures are fully developed.

e. Public Facilities or Institutional Development: N/A

f. Commercial Structures, Uses and Related Activities Within Tidal Waters: N/A

g. Adult Entertainment Establishments: N/A

RECOMMENDATION:

Please note that since the Planning Board approval of the conditions sited below through Resolution 2014- 19 condition number 2a has been slightly modified in response to discussion with the Navy regarding the location of the roadway. The most recently agreed upon design is attached to this document.

The Planning Board, based on the criteria established by the Comprehensive Plan and the Land Development Regulations, recommends the request for a Major Development Plan and Conditional Use be **approved** with the following conditions:

1. That the associated bicycle substitution variance is approved by the Planning Board.
2. Navy:
 - a. The existing planned shared pedestrian/auto pathway making use of the existing East Quay shall be modified to eliminate automobile access and a drivable access way from the existing Eaton Street easement area southward to and through the parking lot north of Building 103 shall be implemented separately. The easement dedicated to the Navy from Eaton Street to the Quay will be eliminated, and be replaced with an easement for the new access way. This redefined access way will provide the assured and agreed upon vehicular access way for the Navy from the area of the Eaton Street easement southward to the Southard Street extension into the park.
 - b. The City will continue to coordinate with the Navy during cruise ship operations, including, but not limited to, pedestrian, trolley, bus, chandler support, and train staging, etc., to ensure that there is no impact to the military mission.
 - c. The City will continue discussions with the Navy regarding the option of a joint use Entrance Control Point (ECP) structure and any proposed structures in the vicinity of the ECP will be coordinated with the Navy to ensure clear line of site and compliance with Anti-Terrorism Force Protection (ATFP) standoffs and security requirements.
 - d. A standard operating agreement to define coordination and planning solutions to move military vehicles and equipment through the park complex during urgent or special events shall be concluded before completion of phase 1 construction (road realignment plan) of the Park. This can be assured as a condition of the Major Development Plan approval through a Memorandum of Agreement.
 - e. The easements will be reviewed, updated and/or eliminated through coordination with the Navy as part of the Phase 1 construction documents within 180 days of development plan adoption. This approach will ensure the accuracy of the associated surveys and thus the easement documentation.
 - f. In the event that City and Navy have coordinated the use of City property for special events, the coordination efforts will be done to ensure that military operations are not impacted.
 - g. Once the lighting plan has been finalized, the City will conduct an informal lighting study with NAS Key West to determine potential impacts to the military mission. Additionally, the City will coordinate the potential impacts of the proposed lighting on the Navigation Range Markers with the Navy Port operations and local Harbor Pilots. The proposed lighting plans will meet Dark Sky standards that require fixtures to focus light on the ground and not spill off the site.
 - h. After plan adoption the LRA will transmit the development plan for final Navy review subject to the 2002 Quit Claim Deed.
3. An easement is required to be executed with Keys Energy for access to electric poles along Navy boundary on the southern edge of the property.

4. For all elevated structures, areas between the bottom floor of the structure and grade must be buffered by lattice or similar materials approved by the Historic Preservation Planner and fully landscaped.
5. Building construction on the site including the development of the amphitheater, community center and building 103 shall at a minimum be LEED certified consistent with Comprehensive Plan Policy 1-1.1.6 that requires a green building certification.
6. That rainwater be captured from all building roof surfaces into adequate sized containers highest standard and redistributed for onsite irrigation purposes using ARCSA standards.
7. That if permanent irrigation system is required that the system be built to ARCSA standards.
8. Lighting shall be designed to "Dark Sky" lighting standards and shall meet energy efficiency standards established by an accepted third party environmental standard consistent with F.S Chapter 255.2575(2).
9. Tree Commission approval is required for the overall Landscape Plan in addition to each phase of the removal/relocation and replacement of vegetation based upon the approved Landscape Plan.
10. The complete set of plans dated March 4, 2014 are hereby adopted and incorporated herein.
11. That the proposed two way traffic direction on Angela Street be coordinate with the adopted Truman Waterfront Connectivity Plan.
12. Emergency call boxes are distributed throughout the site in coordination with the KWPD.
13. Fire hydrant locations are coordinated with KWFD.
14. Two electric vehicle charging stations are installed at three points within the park.
15. The lease for the restaurant for Building 103 shall contain the following provisions:
 - a) That the business establish and maintain a marketing plan on order to reduce vehicular trips to the venue promoting multimodal accessibility to the site via website, reservations, etc.
 - b) That the lessee obtain a Green Business Certification.
 - c) That the business separate the collection of food waste to be donated for compost purposes at the adjacent Community Garden or for onsite reuse.
 - d) That the business recycle all materials collected by waste management.
 - e) Lessee must obtain a Conditional Approval Permit, subject to annual inspection.

Attachments:

Revised Navy Roadway Plan

Planning Board Resolution 2014-20

Planning Board Resolution 2014-19

Planning Board Staff Report

Exhibit 1 - 1997 the BRAC Master Plan

Exhibit 2 - 2002 MOU and Quit Claim Deed

Exhibit 3 - Meisel & Spottswood Conceptual Plan

Exhibit 4 - Resolution 10-265

Exhibit 5 - Resolution 12-129

Exhibit 6 - BVRAC, TWAB and LRA Adopted Master Plan, Resolution 12-285

Exhibit 7 - Focus Group Datum

- Exhibit 8 – 2013 Development Plan
- Exhibit 9 - DRC Minutes
- Exhibit 10 - Navy Response Letter and City Response to Navy
- Exhibit 11 - DEO Final Order Ordinance 13-25
- Exhibit 12 – LRA Resolution 12-129 Truman Waterfront Park Design Program Direction

Revised Navy Roadway Plan



Truman Waterfront Park

THE CITY OF KEY WEST
DATE: 4-19-2014

Planning Board Resolution 2014-20
and
Planning Board Resolution 2014-19

**PLANNING BOARD
RESOLUTION NUMBER 2014-20**

A RESOLUTION OF THE CITY OF KEY WEST PLANNING BOARD GRANTING WITH CONDITIONS A VARIANCE TO THE MINIMUM OFF-STREET PARKING REQUIREMENTS IN ORDER TO SUBSTITUTE 200 BICYCLE PARKING SPACES FOR THE DEVELOPMENT OF THE TRUMAN WATERFRONT PARK AMSTER PLAN FOR PROPERTY LOCATED AT THE TRUMAN WATERFRONT PARK (RE # 00001630 001000; AK #9038855; RE# 00001630-001100; AK# 9038866) WITHIN THE HISTORIC RESIDENTIAL COMMERCIAL CORE – TRUMAN WATERFRONT (HRCC-4), HISTORIC NEIGHBORHOOD COMMERCIAL-2 (HNC-2), HISTORIC MEDIUM DENSITY RESIDENTIAL, HISTORIC PUBLIC SERVICE AND DEMI PUBLIC SERVICE (HPS-1) ZONING DISTRICTS PURSUANT TO SECTION 108-574 OF THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF KEY WEST, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the applicant proposes to develop a park for the city and its users; and

WHEREAS, Section 108-574 of the Land Development Regulations (the “LDRs”) of the Code of Ordinances (the “Code”) of the City of Key West (the “City”) provides for the minimum off-street parking requirements for land-use types; and

WHEREAS, Section 108-574 of the LDRs allows applicants to request that bicycle parking spaces be allowed to be substituted for vehicular parking spaces at a rate of 4:1 bicycle to vehicles in addition to the bicycle parking spaces required; and

WHEREAS Section 108-574 stipulates that the criteria to be applied is found in Code Section 90-395 with the exception of the hardship criteria that is not applicable; and

WHEREAS, Code Section 90-391 allows applicants to request variances to the Land


Chairman


Planning Director

Development Regulations through the Planning Board; and

WHEREAS, the applicant requests to substitute 200 additional bicycle parking spaces for the 50 vehicular parking spaces generated by the Proposed Development; and

WHEREAS, this matter came before the Planning Board at a duly noticed public hearing on March 20, 2014; and

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

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

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

WHEREAS, the Planning Board finds that the variances granted are the minimum variances that will make possible the reasonable use of the land, building or structure; and

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

WHEREAS, the Planning Board finds that no nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted use of lands, structures or buildings in other districts are grounds for the issuance of the requested variances; and

 Chairman

 Planning Director

WHEREAS, the Planning Board finds that the applicant has demonstrated a “good neighbor policy” by contacting or attempting to contact all noticed property owners who have objected to the variance application, and by addressing the objections expressed by these neighbors.

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

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

Section 2. An approval by Resolution of the Key West Planning Board for a variance to substitute 200 additional bicycle parking spaces for the required 50 vehicular parking spaces generated by the Proposed Development according to the attached plans dated March 4, 2014 by for the Truman Waterfront Park Master Plan:

1. That the Major Development Plan and Conditional Use for the Truman Waterfront Park Master Plan are approved.

Section 3. That the timeline for completing the development for which this variance is a part shall be extended as part of the Major Development Plan. It is a condition of these variances that full, complete and final application for all conditions of this approval for any use and occupancy for which these variances are wholly or partly necessary, shall be submitted in their entirety in conjunction with the development plan.

Section 4. The failure to fully and completely apply the conditions of approval for permits for use and occupancy pursuant to these variances in accordance with the terms of the approval as described in Section 3 hereof, shall immediately operate to terminate these variances,

which variances shall be of no force or effect.

Section 5. These variances do not constitute a finding as to ownership or right to possession of the property, and assumes, without finding, the correctness of applicant's assertion of legal authority respecting the property.

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

Section 7. This Resolution is subject to appeal periods as provided by the City of Key West Code of Ordinances (including the Land Development Regulations). After the City appeal period has expired, this permit or development order will be rendered to the Florida Department of Economic Opportunity. Pursuant to Chapter 73C-44, F.A.C., this permit or development order is not effective for forty five (45) days after it has been properly rendered to the DEO with all exhibits and applications attached to or incorporated by reference in this approval; that within the forty five (45) day review period, the DEO can appeal the permit or development order to the Florida Land and Water Adjudicatory Commission; and that such an appeal stays the effectiveness of the permit until the appeal is resolved by agreement or order.

Read and passed on first reading at a regularly scheduled meeting held this 20th day of March, 2014.

Authenticated by the Chairman of the Planning Board and the Planning Director;



Richard Klitenick, Planning Board Chairman

3/26/2014

Date

Attest:



Donald Leland Craig, AICP, Planning Director

3-29-14

Date

Filed with the Clerk:



Cheryl Smith, City Clerk

3-31-14

Date

Chairman



Planning Director

**PLANNING BOARD
RESOLUTION NUMBER 2014-19**

**APPROVAL FOR A MAJOR DEVELOPMENT PLAN AND
CONDITIONAL USE FOR THE DEVELOPMENT OF THE
TRUMAN WATERFRONT PARCEL (RE# 00001630-001000,
AK 9038855; RE# 00001630-001100, AK# 9038866) LOCATED
IN THE HISTORIC PUBLIC SERVICE AND SEMIPUBLIC
SERVICE -1 (HPS-1), HISTORIC MEDIUM DENSITY
RESIDENTIAL (HMDR), HISTORIC RESIDENTIAL
COMMERCIAL CORE - 4 (HRCC-4) AND THE HISTORIC
NEIGHBORHOOD COMMERCIAL - 2 (HNC-2) ZONING
DISTRICTS PURSUANT TO SECTION 108-91(A.)(2.)B. AND
C. AND 122-61 OF THE LAND DEVELOPMENT
REGULATIONS OF THE CODE OF ORDINANCES OF THE
CITY OF KEY WEST, FLORIDA**

WHEREAS, the subject property is located in the Historic Public Service and Semipublic service – Truman Waterfront (HPS-1), the HMDR, the HRCC-4 and the HNC-2 zoning district; and

WHEREAS, Section 108-91 of the Code of Ordinances provides that within the Historic District a Major Development Plan is required for addition or reconstruction of equal to or greater than 2,500 s.f of gross floor area and the addition of outdoor activity or similar activities equal or greater than 5,000 square feet; and

WHEREAS, the applicant proposed a Master Plan with associated Draft Landscape Plan and Conceptual Drainage Plan to develop the Truman Waterfront Park Master Plan; and



Chairman


Planning Director

WHEREAS, Section 108-196(a) requires the Planning Board to review and approve, approve with conditions, or deny the proposed Major Development Plan; and

WHEREAS, this matter came before the Planning Board at a duly noticed public hearing on March 20, 2014; and

WHEREAS, the granting of a Major Development Plan application is consistent with the criteria of the Code of Ordinances; and

WHEREAS, the granting of a Major Development application is in harmony with the general purpose and intent of the Land Development Regulations, and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare; and

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

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

Section 2. That a Master Plan for the development of the Truman Waterfront Park (RE# 00001630-001000, AK 9038855; RE# 00001630-001100, AK# 9038866, located in the HPS-1, HMDR, HRCC-4 and HNC-2 zoning districts, is hereby approved pursuant to Section 108-91 of the


Chairman


Planning Director

Land Development Regulations of the Code of Ordinances of the City of Key West, Florida), as shown in the attached plans dated March 4, 2014 with the following conditions of approval:

1. That the associated bicycle substitution variance is approved by the Planning Board.
2. Navy:
 - a. The existing planned shared pedestrian/auto pathway making use of the existing East Quay shall be modified to eliminate automobile access and a drivable access way from the existing Eaton Street easement area southward to and through the parking lot north of Building 103 shall be implemented separately. This drivable access way will be placed to immediately border the Park boundary with the Truman Annex residential property. The easement dedicated to the Navy from Eaton Street to the Quay will be eliminated, and be replaced with an easement for the new access way. This redefined access way will provide the assured and agreed upon vehicular access way for the Navy from the area of the Eaton Street easement southward to the Southard Street extension into the park.
 - b. The City will continue to coordinate with the Navy during cruise ship operations, including, but not limited to, pedestrian, trolley, bus, chandler support, and train staging, etc., to ensure that there is no impact to the military mission.
 - c. The City will continue discussions with the Navy regarding the option of a joint use Entrance Control Point (ECP) structure and any proposed structures in the vicinity of the ECP will be coordinated with the Navy to ensure clear line of site and compliance


Chairman


Planning Director

with Anti-Terrorism Force Protection (ATFP) standoffs and security requirements.

- d. A standard operating agreement to define coordination and planning solutions to move military vehicles and equipment through the park complex during urgent or special events shall be concluded before completion of phase 1 construction (road realignment plan) of the Park. This can be assured as a condition of the Major Development Plan approval through a Memorandum of Agreement.
- e. The easements will be reviewed, updated and/or eliminated through coordination with the Navy as part of the Phase 1 construction documents within 180 days of development plan adoption. This approach will ensure the accuracy of the associated surveys and thus the easement documentation.
- f. In the event that City and Navy have coordinated the use of City property for special events, the coordination efforts will be done to ensure that military operations are not impacted.
- g. Once the lighting plan has been finalized, the City will conduct an informal lighting study with NAS Key West to determine potential impacts to the military mission. Additionally, the City will coordinate the potential impacts of the proposed lighting on the Navigation Range Markers with the Navy Port operations and local Harbor Pilots. The proposed lighting plans will meet Dark Sky standards that require fixtures to focus light on the ground and not spill off the site.

- h. After plan adoption the LRA will transmit the development plan for final Navy review subject to the 2002 Quit Claim Deed.
3. An easement is required to be executed with Keys Energy for access to electric poles along Navy boundary on the southern edge of the property.
 4. For all elevated structures, areas between the bottom floor of the structure and grade must be buffered by lattice or similar materials approved by the Historic Preservation Planner and fully landscaped.
 5. Building construction on the site including the development of the amphitheater, community center and building 103 shall at a minimum be LEED certified consistent with Comprehensive Plan Policy 1-1.1.6 that requires a green building certification of the highest standard.
 6. That rainwater be captured from all building roof surfaces into adequate sized containers and redistributed for onsite irrigation purposes using ARCSA standards.
 7. That if permanent irrigation system is required that the system be built to ARCSA standards.
 8. Lighting shall be designed to "Dark Sky" lighting standards and shall meet energy efficiency standards established by an accepted third party environmental standard consistent with F.S Chapter 255.2575(2).
 9. Tree Commission approval is required for the overall Landscape Plan in addition to each phase of the removal/relocation and replacement of vegetation based upon the approved Landscape Plan.

10. The complete set of plans dated March 4, 2014 are hereby adopted and incorporated herein.
11. That the proposed two way traffic direction on Angela Street be coordinated with the adopted Truman Waterfront Connectivity Plan based on the attached Memo from the Engineering Division dated March 21, 2014.
12. Emergency call boxes are distributed throughout the site in coordination with the KWPD.
13. Fire hydrant locations are coordinated with KWFD.
14. Two electric vehicle charging stations are installed at three points within the park.
15. The lease for the restaurant for Building 103 shall contain the following provisions:
 - a) That the business establish and maintain a marketing plan on order to reduce vehicular trips to the venue promoting multimodal accessibility to the site via website, reservations, etc.
 - b) That the lessee obtain a Green Business Certification.
 - c) That the business separate the collection of food waste to be donated for compost purposes at the adjacent Community Garden or for onsite reuse.
 - d) That the business recycle all materials collected by waste management.
 - e) Lessee must obtain a Conditional Approval Permit, subject to annual inspection.

Section 3. That the timeline for expiration of this Development Plan is approved for phasing for a maximum of 10 years. Full, complete, and final application for all permits required for which this resolution is wholly or partly necessary, shall be submitted in its entirety within 10 years after

 Chairman

 Planning Director

the date hereof.

Section 4. This Major Development Plan application approval by the Planning Board does not constitute a finding as to ownership or right to possession of the property, and assumes, without finding, the correctness of the applicant's assertion of legal authority respecting the property.

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

Section 6. This resolution is subject to appeal periods as provided by the City of Key West Code of Ordinances (including the Land Development Regulations). After the City appeal period has expired, this permit or development order will be rendered to the Florida Department of Community Affairs. Pursuant to Chapter 9J-1, F.A.C., this permit or development order is not effective for forty five (45) days after it has been properly rendered to the DCA with all exhibits and applications attached to or incorporated by reference in this approval; that within the forty five (45) day review period the DCA can appeal the permit or development order to the Florida Land and Water Adjudicatory Commission; and that such an appeal stays the effectiveness of the permit until the appeal is resolved by agreement or order.

Read and passed on first reading at a regularly scheduled meeting held this 20th day of March, 2014.

 Chairman

 Planning Director

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



Richard Klitenick, Chairman
Key West Planning Board

3/26/2014

Date

Attest:



Donald Leland Craig, AICP
Planning Director

3-24-14

Date

Filed with the Clerk:



Cheryl Smith, City Clerk

3-31-14

Date

Chairman

 _____
Planning Director

TRUMAN WATERFRONT PARK

PREPARED FOR:
CITY OF KEY WEST, FLORIDA



P. O. BOX 1489
3140 FLAGLER AVENUE
KEY WEST, FLORIDA 33041
305-803-3132

DEVELOPMENT APPLICATION
March 3, 2014

INDEX OF SHEETS

#00	ILLUSTRATIVE PLAN	COMMUNITY CENTER FIRST FLOOR PLAN
00-00	SURVEY OVERLAY PLAN	COMMUNITY CENTER SECOND FLOOR PLAN
00-01	OVERALL SITE PLAN	COMMUNITY CENTER EXTERIOR ELEVATIONS
00-02	SCAFFOLDING PLAN	COMMUNITY CENTER ROOF PLAN
00-03	LANDSCAPE CROSS SECTION	HORSE STABLES ROOF PLAN
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DESIGN PROFESSIONALS

LANDSCAPE ARCHITECT BERNIELLO ALAMIL & PARTNERS, INC. 10000 SW 15th Street, Suite 100 Miami, Florida 33185 (305) 891-1100 (Fax) (305) 891-1100 (Cell) www.bernello.com	CIVIL ENGINEER PEREY ENGINEERING & DEVELOPMENT, INC. 9151 Northchase Drive, Suite 400 New Hope, Florida 33460 (561) 241-1100 (Cell) (561) 241-1100 (Fax) www.perrey.com	ARCHITECT BERNIELLO ALAMIL & PARTNERS, INC. 10000 SW 15th Street, Suite 100 Miami, Florida 33185 (305) 891-1100 (Fax) (305) 891-1100 (Cell) www.bernello.com	STRUCTURAL ENGINEER DIA ENGINEERS, P.A. 11000 SW 15th Street, Suite 100 Miami, Florida 33185 (305) 891-1100 (Fax) (305) 891-1100 (Cell) www.dia-engineers.com	MECHANICAL, ELECTRICAL, AND PLUMBING HRES ENGINEERS, INC. 11000 SW 15th Street, Suite 100 Miami, Florida 33185 (305) 891-1100 (Fax) (305) 891-1100 (Cell) www.hres-engineers.com	LAND SURVEY ISLAND SURVEYING, INC. 1550 Neptune Drive, Suite 201 Key West, Florida 33041 (305) 283-2400 (Fax) (305) 283-2400 (Cell) www.islandsurveying.com
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LOCATION MAP



OK MK



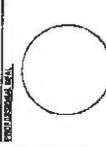
**BERMELLO AJAMIL
& PARTNERS-INC**
 Architects - Engineering - Planning
 2001 South Broadway Street
 Miami, Florida 33131
 Phone: (305) 375-3333
 Fax: (305) 375-3333
 E-mail: info@bermello.com

DEL CONDOMINIUMS, INC.
 1000 N.W. 11th Street, Suite 100
 Ft. Lauderdale, FL 33304
 Phone: (954) 561-1111
 Fax: (954) 561-1111



PROJECT NAME:
TRUJMAN WATERFRONT PARK
PROJECT LOCATION:
 2001 South Broadway Street
 Miami, Florida 33131
DATE:
 November 2011

SCALE:
 1" = 100'



DATE:
 November 2011

DESIGNED BY:
 Robert J. Trujman
 November 2011

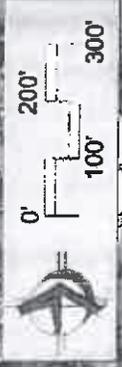
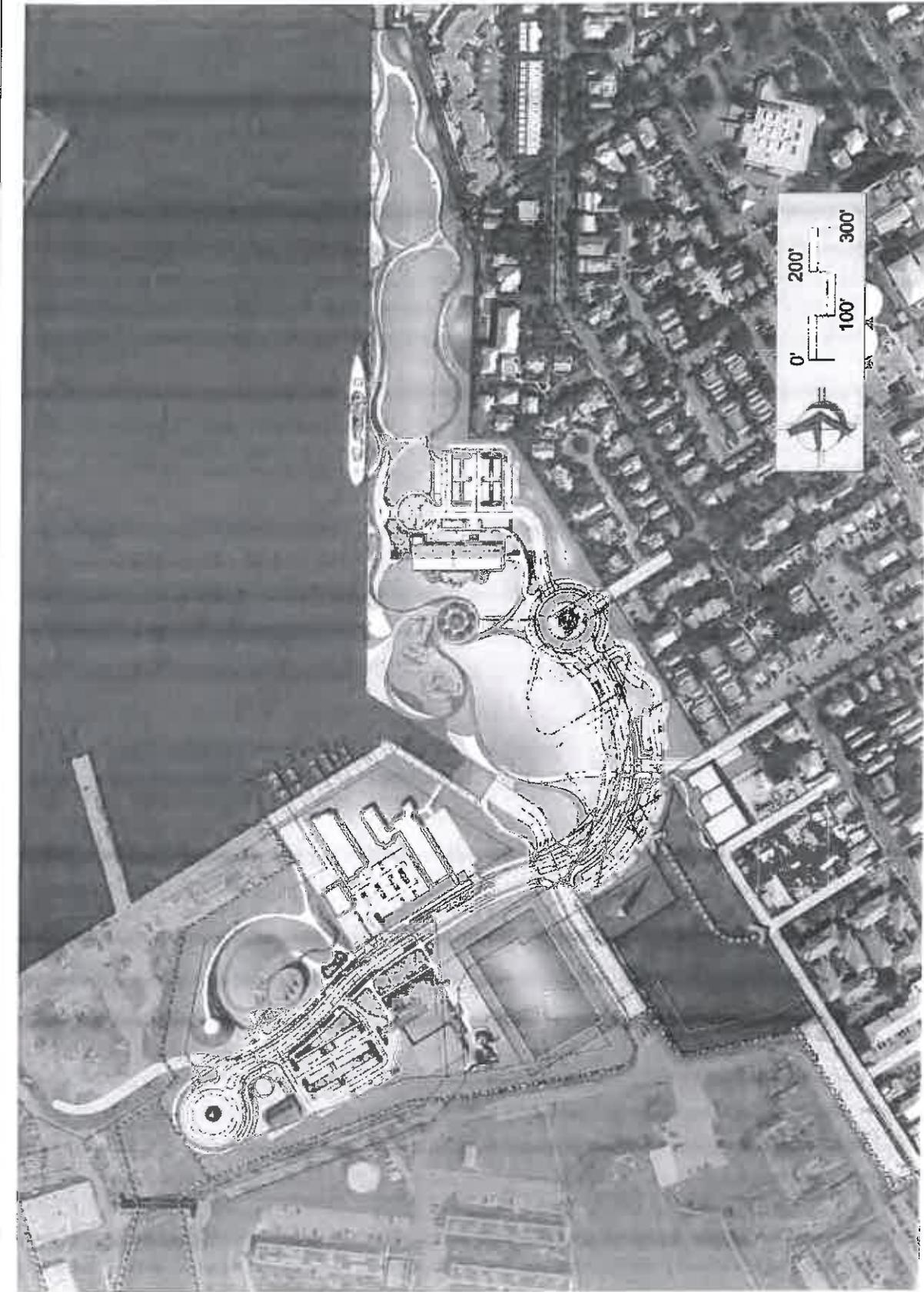
CHECKED BY:
 Robert J. Trujman
 November 2011

PROJECT NO.:
 11-0001

DATE:
 November 2011

PROJECT NAME:
TRUJMAN WATERFRONT PARK

PROJECT NO.:
 11-0001



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SO-00
SHEET 00



PROJECT NAME:
TRUMAN WATERFRONT PARK

PROJECT ADDRESS:
 401 North Atlantic Boulevard
 Fort Lauderdale, FL 33301

CLIENT:
 U.S. NAVY

DATE:
 12/15/2011

SCALE:
 AS SHOWN

DRAWN BY:
 NCO

CHECKED BY:
 RTH

DATE:
 12/15/2011

PROJECT LOCATION:
 401 North Atlantic Boulevard
 Fort Lauderdale, FL 33301

PROJECT NUMBER:
 11-000003

PROJECT TITLE:
 TRUMAN WATERFRONT PARK

CONTRACT NUMBER:
 11-000003

SCALE:
 AS SHOWN

DATE:
 12/15/2011

DRAWN BY:
 NCO

CHECKED BY:
 RTH

DATE:
 12/15/2011

OVERALL SITE PLAN
 SHEET NO. SP-00

SITE DATA

LAND USE	REGULATORY CATEGORY	PERCENTAGE OF TOTAL DISTRICT
RESIDENTIAL	RESIDENTIAL	10%
COMMERCIAL	COMMERCIAL	15%
INDUSTRIAL	INDUSTRIAL	20%
RECREATION	RECREATION	30%
OFFICE	OFFICE	25%

PROPERTY	AREA (SQ. FT.)	PERCENTAGE OF TOTAL DISTRICT
401 North Atlantic Boulevard	11,000	11.0%
402 North Atlantic Boulevard	14,100	14.1%
403 North Atlantic Boulevard	9,900	9.9%
404 North Atlantic Boulevard	14,100	14.1%
405 North Atlantic Boulevard	14,100	14.1%
406 North Atlantic Boulevard	14,100	14.1%
407 North Atlantic Boulevard	14,100	14.1%
408 North Atlantic Boulevard	14,100	14.1%
409 North Atlantic Boulevard	14,100	14.1%
410 North Atlantic Boulevard	14,100	14.1%
411 North Atlantic Boulevard	14,100	14.1%
412 North Atlantic Boulevard	14,100	14.1%
413 North Atlantic Boulevard	14,100	14.1%
414 North Atlantic Boulevard	14,100	14.1%
415 North Atlantic Boulevard	14,100	14.1%
416 North Atlantic Boulevard	14,100	14.1%
417 North Atlantic Boulevard	14,100	14.1%
418 North Atlantic Boulevard	14,100	14.1%
419 North Atlantic Boulevard	14,100	14.1%
420 North Atlantic Boulevard	14,100	14.1%



Handwritten initials: MKC
 PC



BERMELLO AJAMIL & PARTNERS INC.
 Architects • Engineers • Planners
 10000 N. 15th Avenue, Suite 100
 Denver, CO 80242
 Phone: 303.755.1000
 Fax: 303.755.1000

PREPARED FOR:
 CITY OF DENVER
 200 West Colfax Avenue
 DENVER, COLORADO 80202



PROJECT NAME:
TRUMAN WATERFRONT PARK

PROJECT LOCATION:
 TRUMAN WATERFRONT PARK
 TRUMAN AVENUE AND WYOMING AVENUE
 DENVER, COLORADO 80202

PREPARED BY:
 BERMELLO AJAMIL & PARTNERS INC.

DATE:
 12/15/2014



SCALE:
 1" = 100'

DATE:
 12/15/2014

PROJECT:
 TRUMAN WATERFRONT PARK

PROJECT LOCATION:
 TRUMAN AVENUE AND WYOMING AVENUE

SCALE:
 1" = 100'

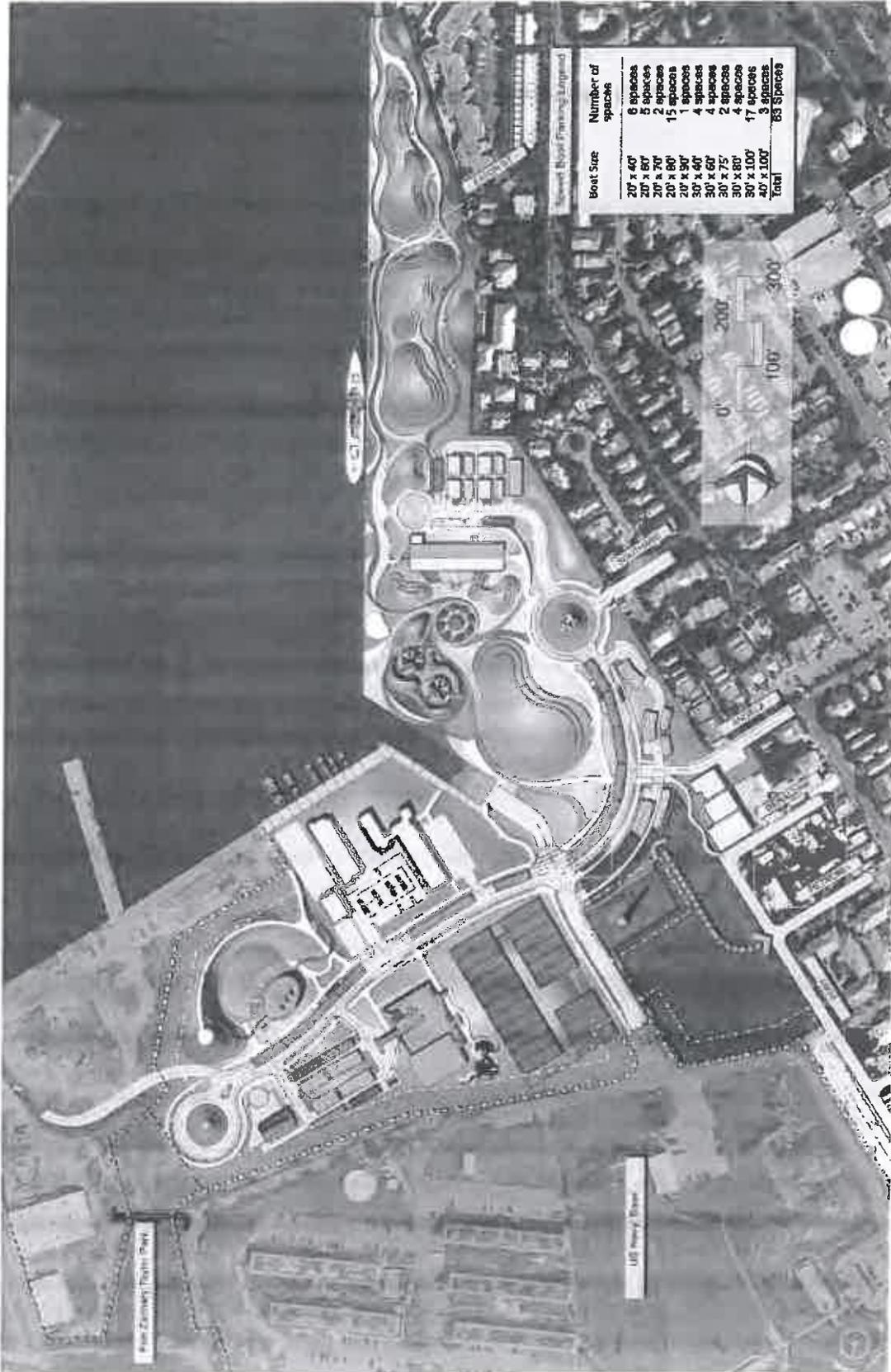
DATE:
 12/15/2014

PROJECT:
 TRUMAN WATERFRONT PARK

SCALE:
 1" = 100'

DATE:
 12/15/2014

PROJECT:
 TRUMAN WATERFRONT PARK



Handwritten notes:
 OK
 MKK



PROJECT NAME
**TRUMAN
 WATERFRONT
 PARK**

PROJECT LOCATION
 WEST OF FRONT STREET AND THE
 NORTH OF WEST 1ST STREET, TAMPA,
 FLORIDA

DATE
 MARCH 11, 2014



DESIGNED BY
T. WOODRUFF

CHECKED BY
T. WOODRUFF

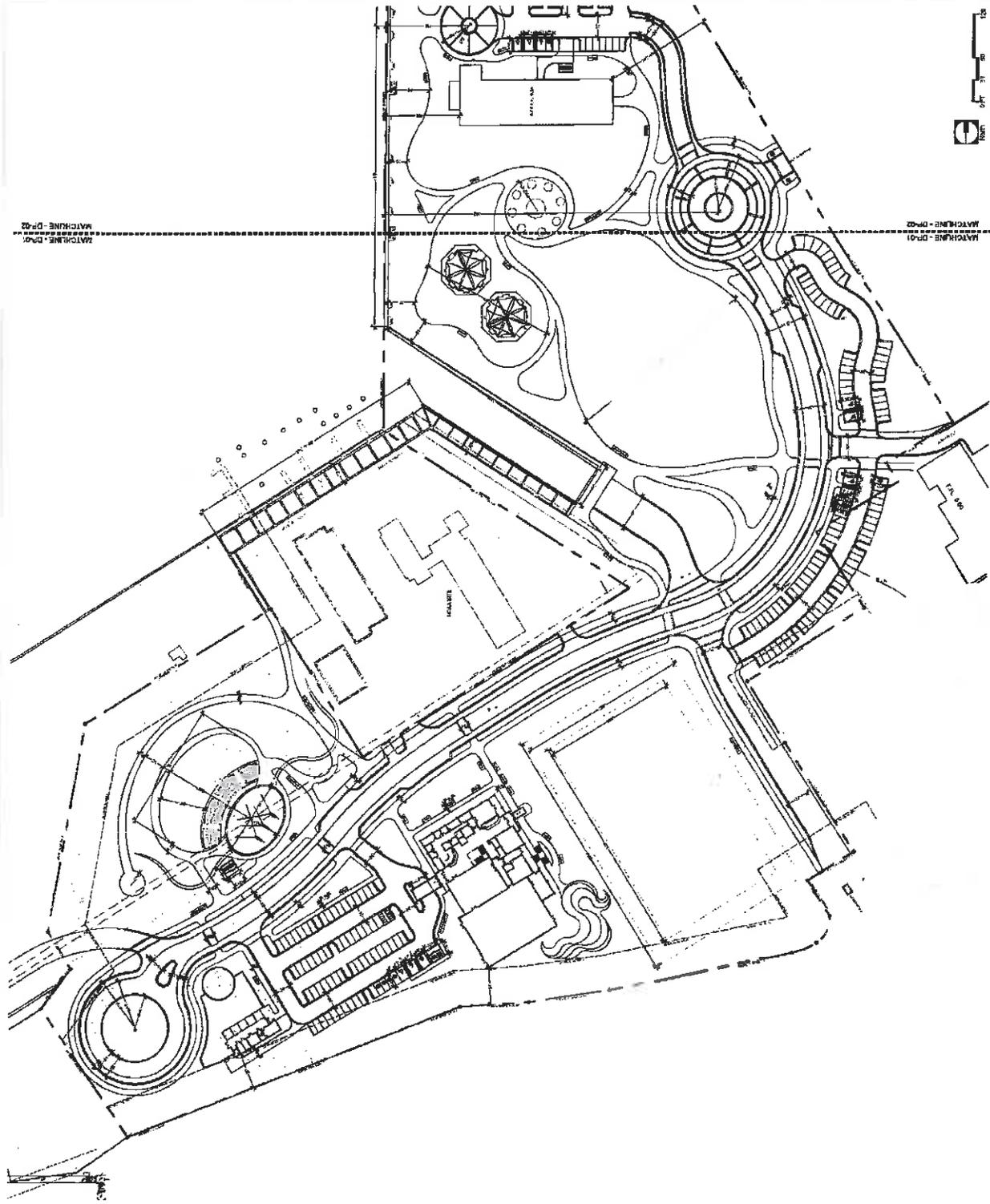
DATE
MARCH 11, 2014

DEVELOPMENT
 APPLICATION
 MARCH 11, 2014

COMPARISON SHEET
 PROJECT NO. 1011
 SCALE 1/8" = 1'-0"
 DATE MARCH 10, 2014
 DRAWN BY PJD
 CHECKED BY RPN
 DDD FILE 110314.dwg

DRAWING TITLE
**DIMENSIONED
 SITE
 PLAN**

SHEET NO.
DP-01



Handwritten initials: RMK and DC



BERMELLO AJAMIE & PARTNERS-INC.
 Architects - Engineers - Planners
 2001 South Park Avenue
 Suite 100
 San Jose, CA 95128
 (408) 434-2000
 Fax: (408) 434-2000

PEREZ ENGINEERING & DEVELOPMENT, INC.
 Civil Engineers
 1070 Montebello Drive
 Suite 200
 San Jose, CA 95128
 (408) 294-4400



TRUMAN WATERFRONT PARK
 PROJECT NAME
 TRUMAN WATERFRONT PARK
 TRUMAN WATERFRONT PARK
 TRUMAN WATERFRONT PARK
 TRUMAN WATERFRONT PARK

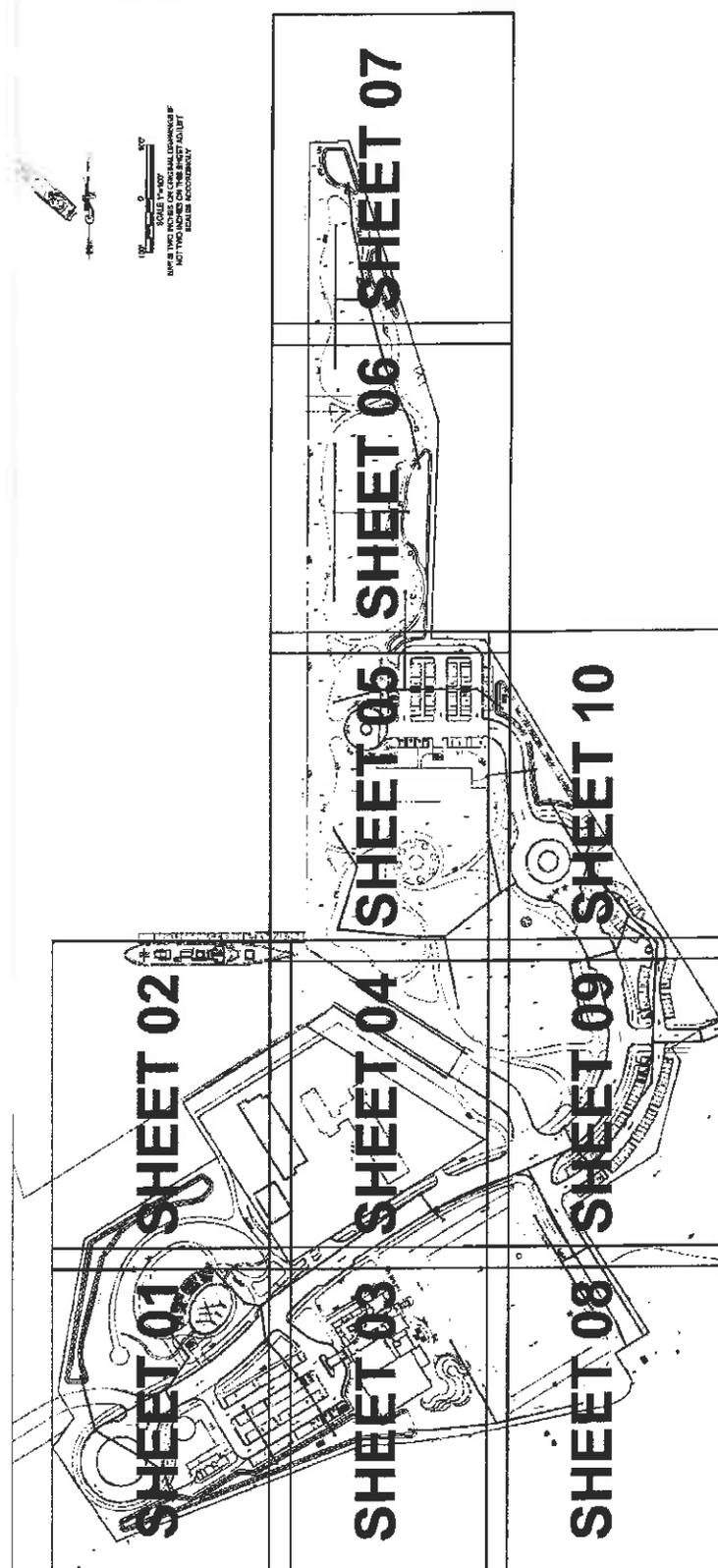
PEREZ ENGINEERING & DEVELOPMENT, INC.
 CIVIL ENGINEERS
 1070 Montebello Drive
 Suite 200
 San Jose, CA 95128
 (408) 294-4400

TRUMAN WATERFRONT PARK



DEVELOPMENT APPLICATION
 March 2, 2011

CONCEPTUAL DRAINAGE PLAN



SCALE 1"=40'
 THIS PLAN IS FOR INFORMATION ONLY
 NOT TO BE USED FOR CONSTRUCTION
 WITHOUT THE ASSISTANCE OF THE ENGINEER

Station	Flow (cfs)	Velocity (ft/s)	Depth (ft)	Time (min)
1+00	1.0	1.5	0.5	1.0
2+00	2.0	2.0	0.7	1.5
3+00	3.0	2.5	0.9	2.0
4+00	4.0	3.0	1.1	2.5
5+00	5.0	3.5	1.3	3.0
6+00	6.0	4.0	1.5	3.5
7+00	7.0	4.5	1.7	4.0
8+00	8.0	5.0	1.9	4.5
9+00	9.0	5.5	2.1	5.0
10+00	10.0	6.0	2.3	5.5

Handwritten initials: MKK and OC



Architecture - Engineering - Planning
 Environmental - Landscape Architecture
 10000 University Blvd
 Suite 1000, Dallas, Texas
 (972) 242-1000
 Fax: (972) 242-1000

CONCEPTUAL DESIGN
 10000 UNIVERSITY BLVD, SUITE 1000
 DALLAS, TEXAS 75243



PROJECT NAME
TRUMAN WATERFRONT PARK

PROJECT LOCATION
 TRUMAN WATERFRONT PARK
 10000 UNIVERSITY BLVD, SUITE 1000
 DALLAS, TEXAS 75243

CLIENT
PEREZ ENGINEERING & DEVELOPMENT, INC.
 1111 University Drive
 Apt. 2000, Dallas, TX 75201
 Fax: (972) 242-1000

DESIGNER
 ALLAN & WALKER, P.A.
 10000 UNIVERSITY BLVD, SUITE 1000
 DALLAS, TEXAS 75243

DATE
 MARCH 2, 2019

SCALE
 AS SHOWN

PROJECT NO.
 19019

DATE
 MARCH 2, 2019

PROJECT NAME
 TRUMAN WATERFRONT PARK

PROJECT LOCATION
 10000 UNIVERSITY BLVD, SUITE 1000
 DALLAS, TEXAS 75243

CLIENT
 PEREZ ENGINEERING & DEVELOPMENT, INC.

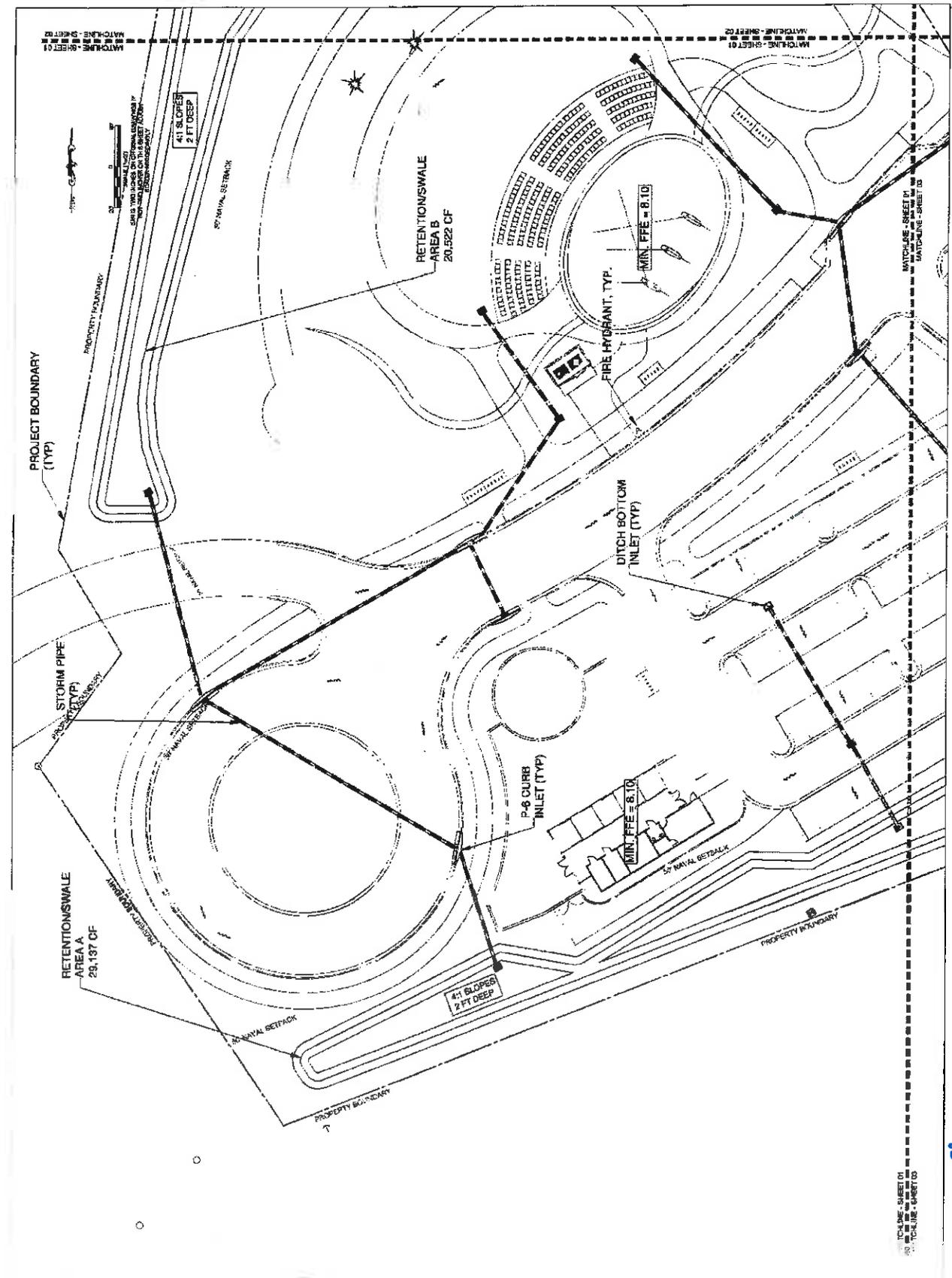
DESIGNER
 ALLAN & WALKER, P.A.

DATE
 MARCH 2, 2019

SCALE
 AS SHOWN

PROJECT NO.
 19019

DATE
 MARCH 2, 2019



CONCEPTUAL
 DRAINAGE
 PLAN

CC-01

RWK
DC



BERNELLO AJAMIL & PARTNERS - INC.
 Architecture • Engineering • Planning
 Interior Design • Landscape Architecture
 2200 South Main Street, Suite 1000
 Denver, Colorado 80202
 Phone: (303) 733-1200
 Fax: (303) 733-1209

2200 SOUTH MAIN STREET, SUITE 1000
 DENVER, COLORADO 80202
 WWW.BERNELLOAJAMIL.COM
 800.441.1200



TRUMAN WATERFRONT PARK
 TRUMAN WATERFRONT PARK
 TRUMAN WATERFRONT PARK
 TRUMAN WATERFRONT PARK
 TRUMAN WATERFRONT PARK
 TRUMAN WATERFRONT PARK

PEREZ ENGINEERING & DEVELOPMENT, INC.
 1510 Havana Drive
 Arroyo Viejo, Colorado 80501
 Phone: (303) 948-2125
 Fax: (303) 948-2125

PEREZ ENGINEERING & DEVELOPMENT, INC.
 1510 Havana Drive
 Arroyo Viejo, Colorado 80501
 Phone: (303) 948-2125
 Fax: (303) 948-2125



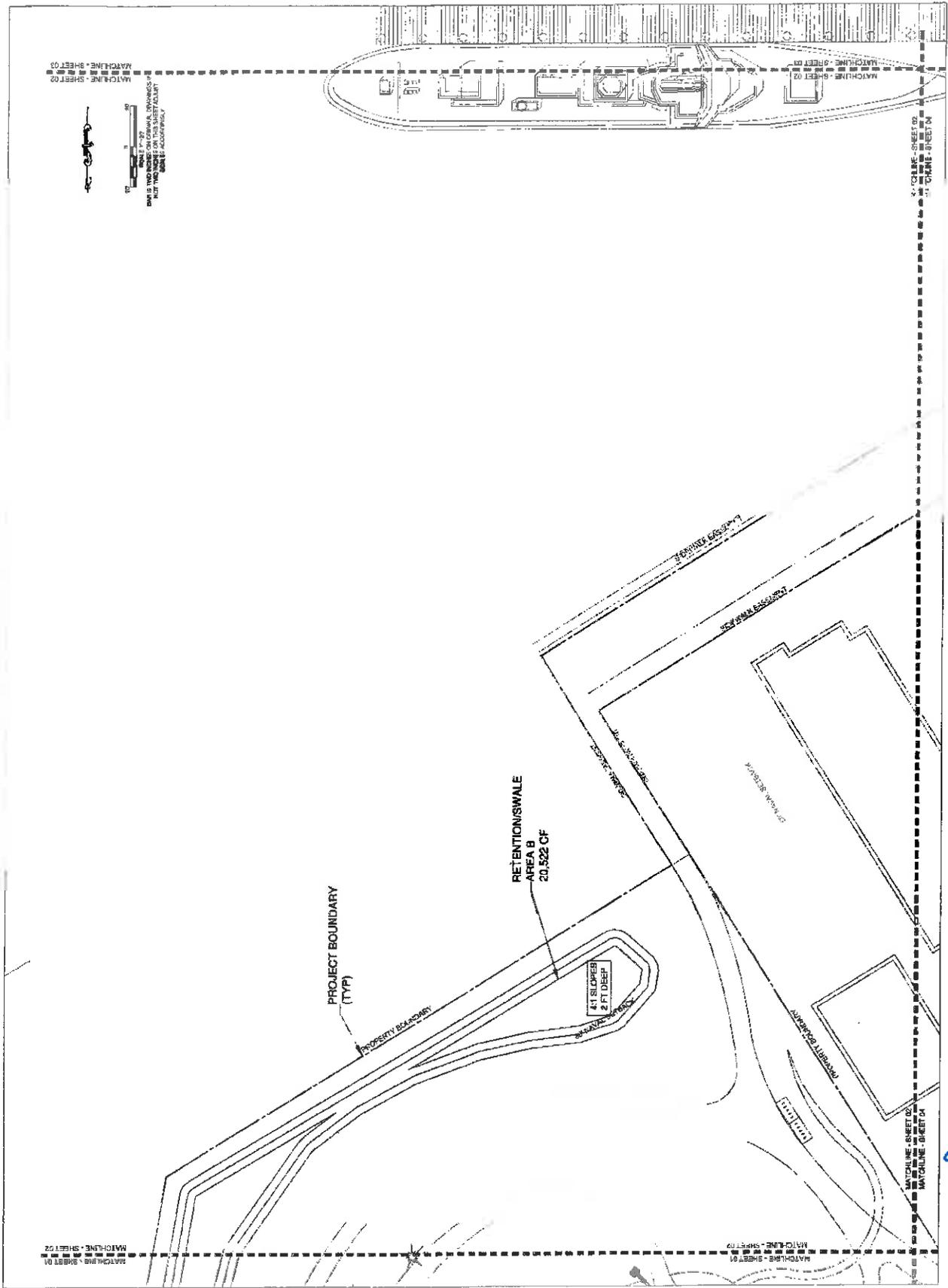
ALBERTA R. PEREZ, P.E.
 1510 Havana Drive
 Arroyo Viejo, Colorado 80501
 Phone: (303) 948-2125
 Fax: (303) 948-2125

DEVELOPMENT APPLICATION
 March 9, 2011

TRUMAN WATERFRONT PARK
 TRUMAN WATERFRONT PARK
 TRUMAN WATERFRONT PARK
 TRUMAN WATERFRONT PARK
 TRUMAN WATERFRONT PARK

CONCEPTUAL DRAINAGE PLAN
 SHEET 02

CC-02



MATCHLINE - SHEET 02
MATCHLINE - SHEET 03
MATCHLINE - SHEET 04

MATCHLINE - SHEET 02
MATCHLINE - SHEET 04

RMK
PC



BERNELLO AJAMIL & PARTNERS - INC.
 ARCHITECTS • ENGINEERS • PLANNERS
 Interior Design • Landscape Architecture
 200 West 10th Street, Suite 1000
 New York, NY 10011
 Tel: (212) 921-2700
 Fax: (212) 921-2700

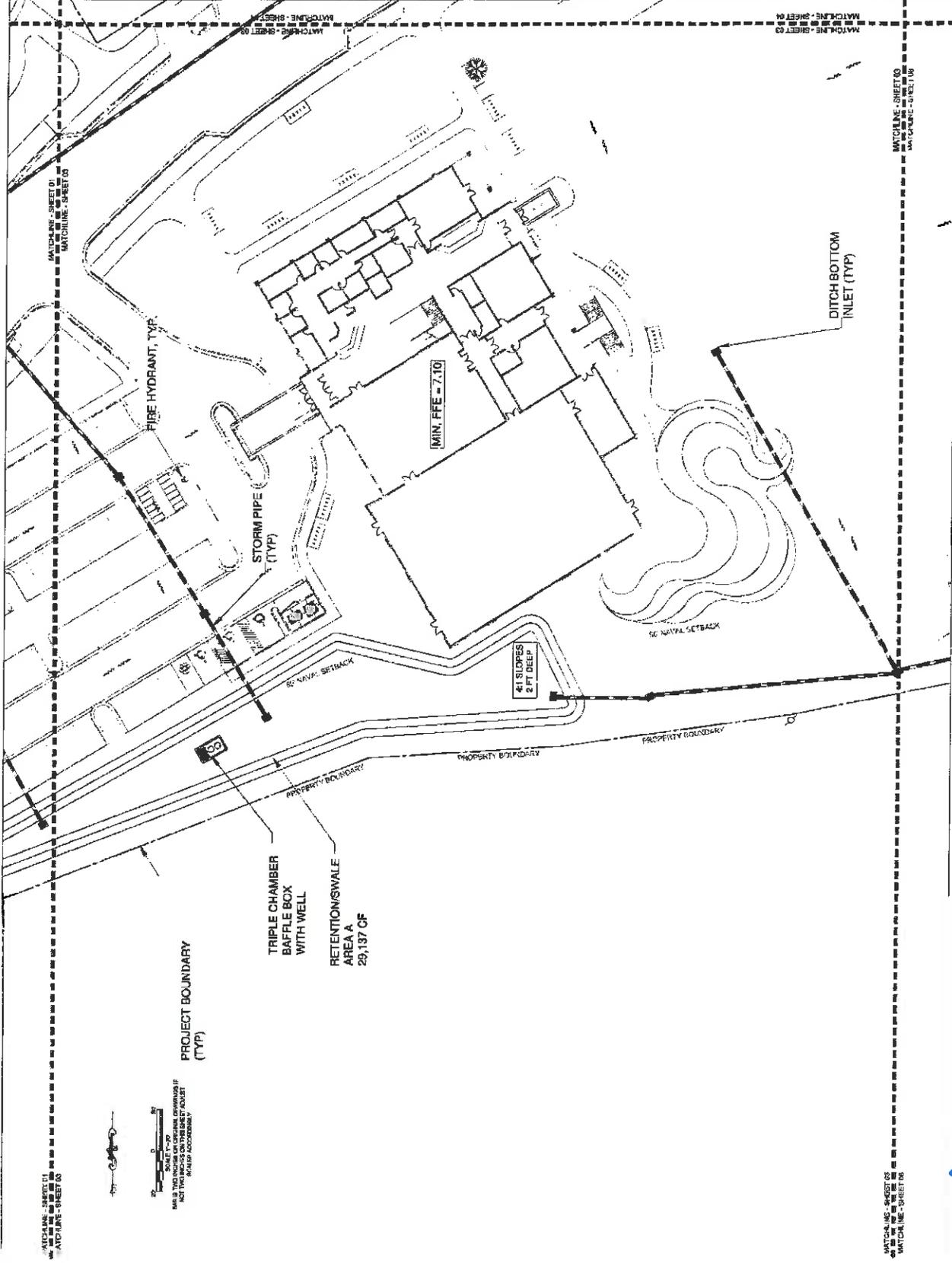
TRUMAN WATERFRONT PARK
 TRUMAN WATERFRONT PARK
 TRUMAN WATERFRONT PARK
 TRUMAN WATERFRONT PARK
 TRUMAN WATERFRONT PARK



PEREZ ENGINEERING & DEVELOPMENT, INC.
 DEVELOPMENT OF AMMUNITION NO. 1073
 1100 Broadway Drive
 New York, NY 10018
 Tel: (212) 366-2043
 Fax: (212) 366-2043

DEVELOPMENT APPLICATION
 March 2, 2015

CONCEPTUAL DRAINAGE PLAN
 SHEET NO.



MATCHLINE - SHEET 01
 MATCHLINE - SHEET 02



SCALE 1"=20'
 DIMENSIONS SHOWN ON THIS SHEET ARE NOT TO BE USED FOR CONSTRUCTION UNLESS OTHERWISE NOTED

MATCHLINE - SHEET 01
 MATCHLINE - SHEET 02

PKK
se

CC-03



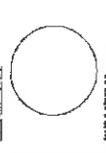
BERMELLO ALAMIL & PARTNERS, INC.
 Architects, Planners, Engineers
 2011 B. M. ...
 ...
 ...

CITY OF SEVILLA, FL
 ...
 ...



PROFESSIONAL ENGINEER
TRUMAN WATERFRONT PARK
 PROJECT LOCATION: ...
 ...
 ...

1910 ...
 ...
 ...



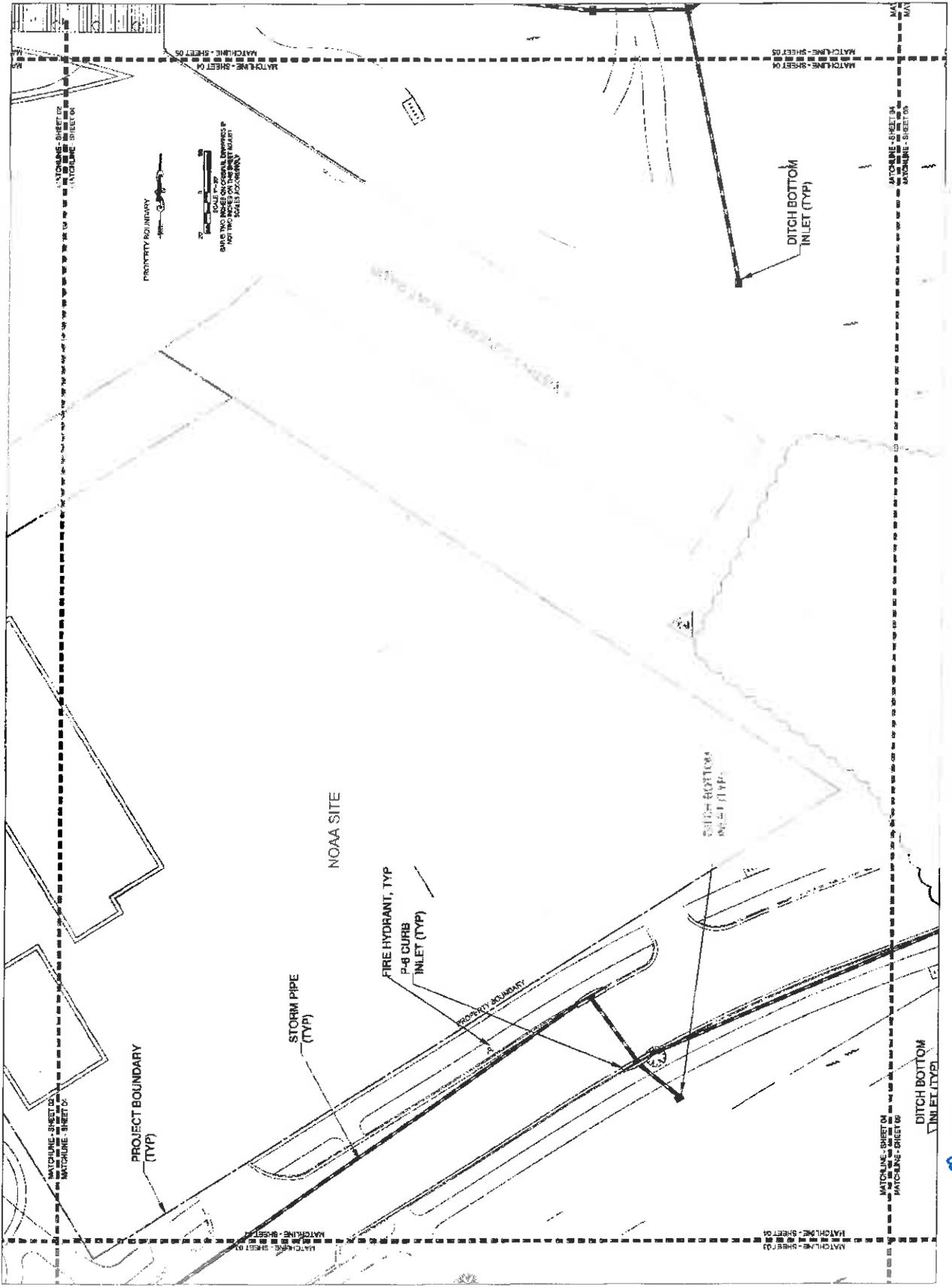
PROJECT NUMBER
APPLICATION
 March 2, 2015

DATE
SCALE
DESIGNED BY
CHECKED BY
DATE

PROJECT NO.
DATE
SCALE
DESIGNED BY
CHECKED BY
DATE

DRAWN TITLE
CONCEPTUAL DRAINAGE PLAN
SHEET NO.

CC-04

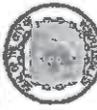


Handwritten notes: "OK" and "BC" in blue ink.



BERMELLO AJAMIL & PARTNERS, INC.
 Architects • Engineers • Planners
 10000 Wilshire Blvd., Suite 1000
 Beverly Hills, CA 90210
 Tel: (310) 274-2200
 Fax: (310) 274-2200

PROFESSIONAL SEAL
 CIVIL ENGINEER
 STATE OF CALIFORNIA
 No. 45874



PROJECT NAME:
TRUMAN WATERFRONT PARK

LOCATION:
 TRUMAN WATERFRONT PARK
 10000 Wilshire Blvd., Suite 1000
 Beverly Hills, CA 90210

CONSULTANT INFORMATION:
PEREZ ENGINEERING & DEVELOPMENT, INC.
 Certified of Incorporation in CA, 1994

1210 Wilshire Blvd.
 Los Angeles, CA 90017
 Tel: (213) 748-8274



PROFESSIONAL SEAL
 CIVIL ENGINEER
 STATE OF CALIFORNIA
 No. 12527

DEVELOPMENT APPLICATION:
 NUMBER 2, 2018

DATE:
 11/20/2018

PROJECT NO.:
 18-002701

DATE:
 11/20/2018

PROJECT NO.:
 18-002701

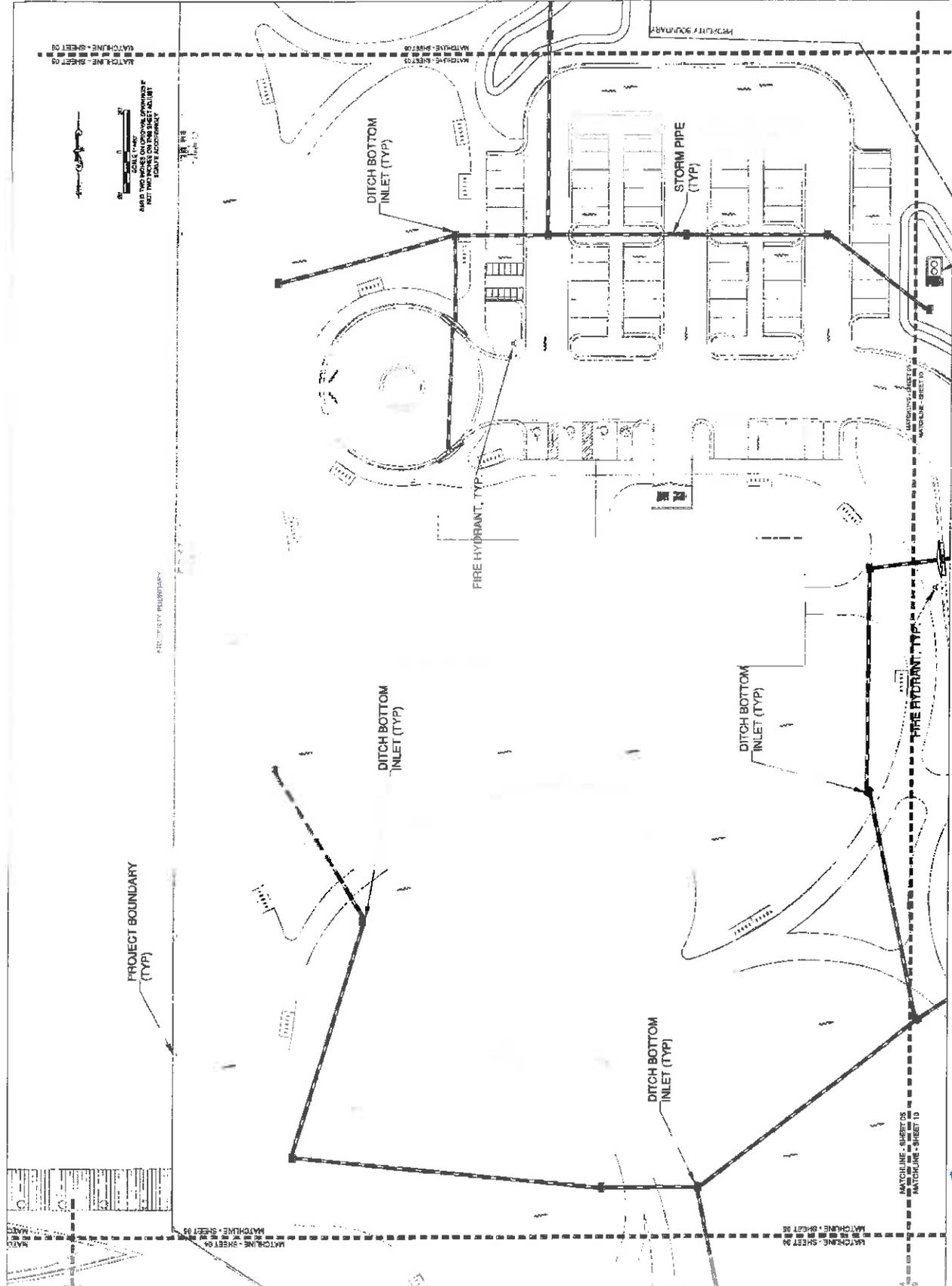
DATE:
 11/20/2018

PROJECT NO.:
 18-002701

PROJECT NO.:
 18-002701

PROJECT NO.:
 18-002701

PROJECT NO.:
 18-002701



NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	11/20/2018
2	ISSUED FOR PERMITS	11/20/2018
3	ISSUED FOR PERMITS	11/20/2018
4	ISSUED FOR PERMITS	11/20/2018
5	ISSUED FOR PERMITS	11/20/2018
6	ISSUED FOR PERMITS	11/20/2018
7	ISSUED FOR PERMITS	11/20/2018
8	ISSUED FOR PERMITS	11/20/2018
9	ISSUED FOR PERMITS	11/20/2018
10	ISSUED FOR PERMITS	11/20/2018

RWK
cc

CC-05

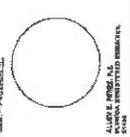


BERTELLO, ALPAMIL & PARTNERS INC.
 Mechanical, Electrical, Plumbing
 Interior Design, Landscape Architecture
 2001 North Loop West, Suite 200
 Houston, Texas 77018
 P: 713.865.3333
 F: 713.865.3750



TRUMAN WATERFRONT PARK
 PROJECT LOCATION: TRUMAN WATERFRONT PARK
 PROJECT ADDRESS: 1515 N. TRUMAN BLVD.
 HOUSTON, TEXAS 77010
 PROJECT NUMBER: 1515 TRUMAN
 PROJECT DATE: 1/13/15

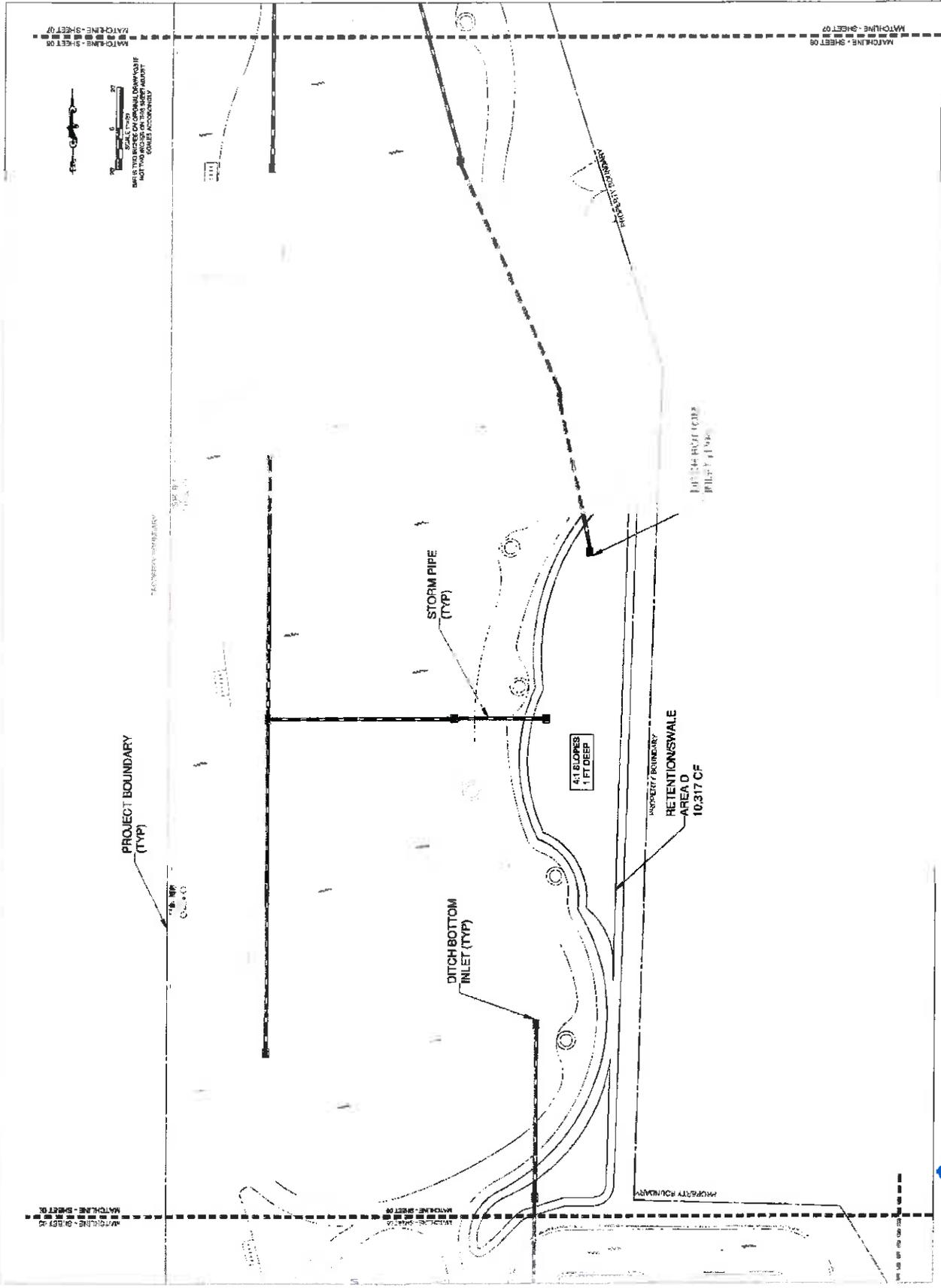
PROFESSIONAL ENGINEER
 J. BERTELLO
 License No. 10000
 State of Texas



PROJECT INFORMATION
 PROJECT NO.: 1515 TRUMAN
 DATE: 1/13/15
 DRAWN BY: JTB
 CHECKED BY: JTB
 DATE PLOTTED: 1/13/15

PROJECT TITLE
 CONCEPTUAL DRAINAGE PLAN
 SHEET NO. CC-06

PROJECT BOUNDARY
 1515 TRUMAN BLVD.
 1515 TRUMAN BLVD.
 1515 TRUMAN BLVD.
 1515 TRUMAN BLVD.



Handwritten signature: RUK



BERMELLO AJAMIL & PARTNERS-INC.
 Architects, Engineers, Planners & Scientists
 2800 Rockledge Drive
 Suite 1000
 Miami, Florida 33133
 Tel: (305) 780-3750

DESIGNED BY: BERMELLO AJAMIL & PARTNERS-INC.
 CITY OF MIAMI, FLORIDA
 2500 BISCAYNE AVENUE
 MIAMI BEACH, FL 33133



TRUMAN WATERRONT PARK

PROJECT LOCATION:
 TRUMAN WATERRONT PARK
 WEST OF EAST STREET AND THE
 NORTH OF EAST STREET NAVIGATION

DESIGNED BY:
PEREZ ENGINEERING & DEVELOPMENT, INC.
 1310 Northwest Drive
 Suite 101
 Fort Lauderdale, FL 33304
 Tel: (754) 265-6149

DATE: 03/20/13
 DRAWN BY: J. GONZALEZ

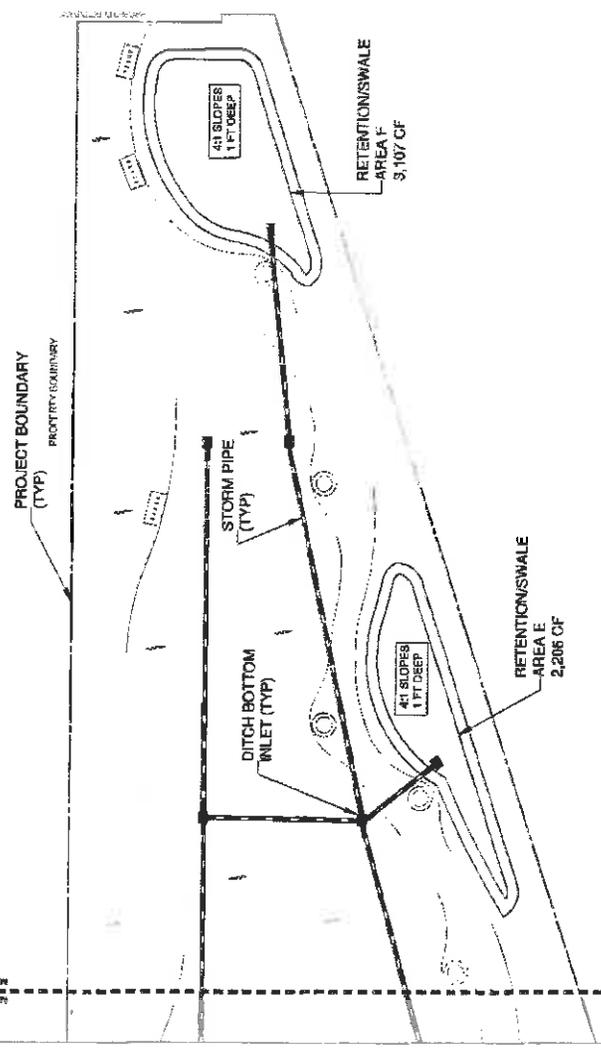
SCALE: AS SHOWN
 PROJECT NO: 13-001



DATE: 03/20/13
 DRAWN BY: J. GONZALEZ

PROJECT NO: 13-001

DATE: 03/20/13
 DRAWN BY: J. GONZALEZ



MATCHLINE - SHEET 07

MATCHLINE - SHEET 08

Handwritten notes: RJK, CC

CC-07



**BERNELLO AJAMIL
& PARTNERS, INC.**
 Architects • Engineers • Planners
 201 S. Alamo Street, Suite 100
 San Antonio, TX 78205
 Phone: (214) 520-2000
 Fax: (214) 520-2001

PROFESSIONAL ENGINEER
 STATE OF TEXAS
 License No. 10000
 License Expires 12/31/2014
 License Renewal Fee \$100
 License Renewal Date 12/31/2014



PROJECT LOCATION
**WYMAN
WATERFRONT
PARK**

PROJECT DESCRIPTION
 CONCEPTUAL DRAINAGE PLAN
 FOR THE PROPOSED DEVELOPMENT
 PART OF THE WEST TOWER BLDG.

DESIGNED BY
**PEREZ ENGINEERING &
DEVELOPMENT, INC.**
 Certificate of Professional Engineer No. 2815

150 South Tower
 150 South Tower
 150 South Tower
 150 South Tower



DATE
10/20/2013

**DEVELOPMENT
APPLICATION**
 Permit No. 2013

DESIGNED BY
J. PEREZ

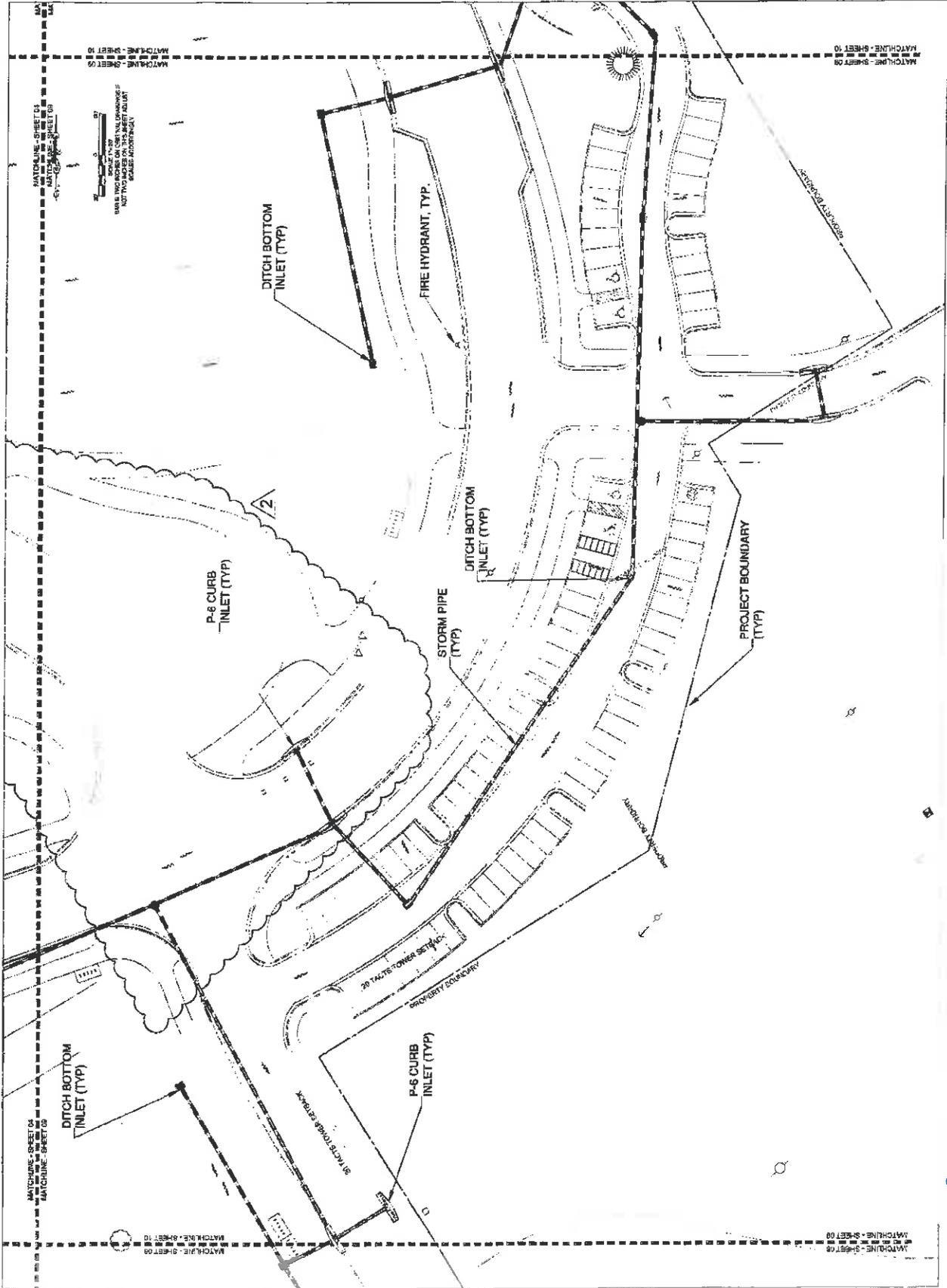
CHECKED BY
J. PEREZ

DATE
10/20/2013

PROJECT NO.
10000

**CONCEPTUAL
DRAINAGE
PLAN**
 SHEET 10

CC-09



PKK
OC



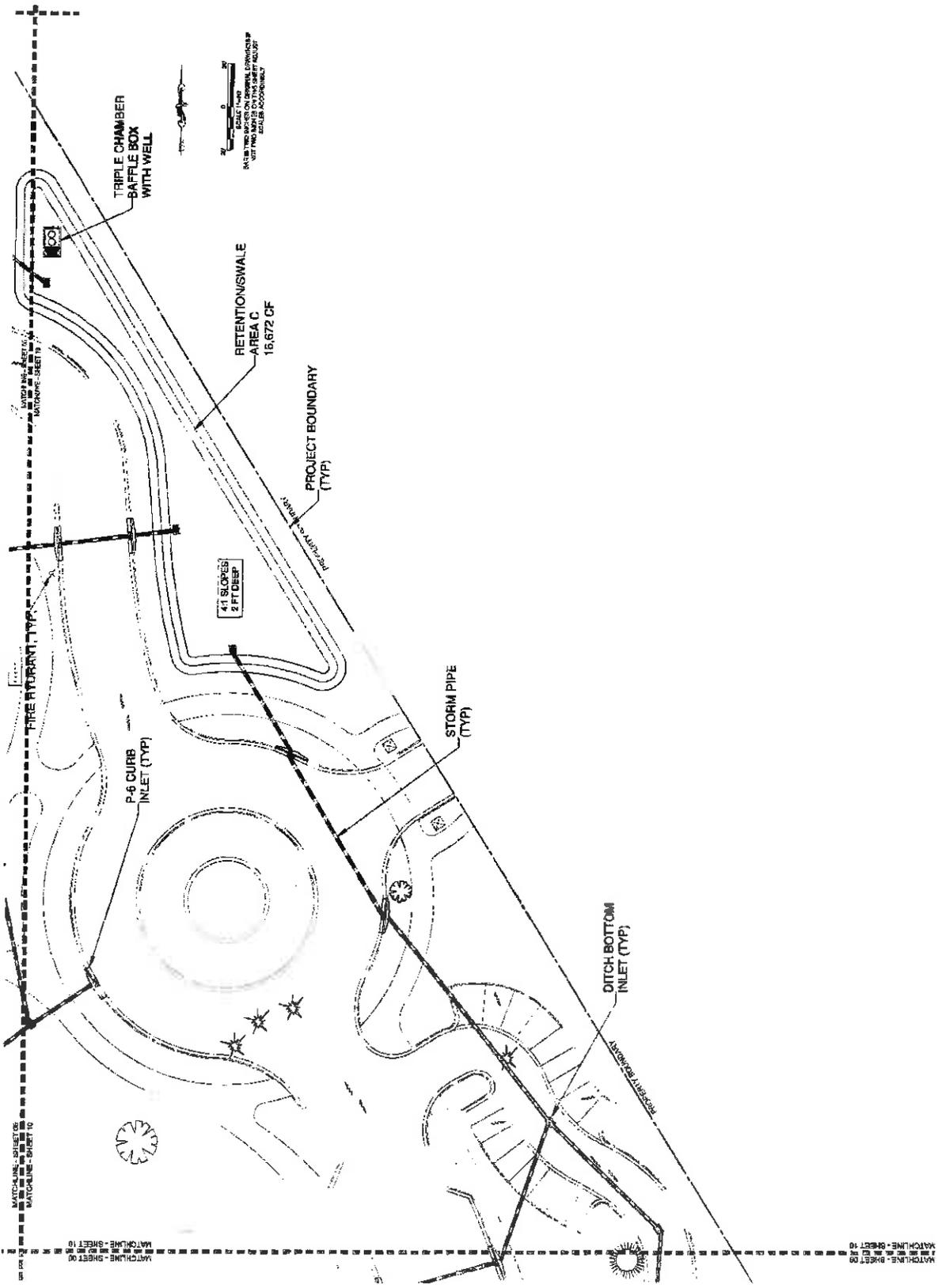
BERMELLO, A.M. & PARTNERS, INC.
 Licensed Professional Engineer - Professional
 2875 South Berwick Drive
 Miami, Florida 33133
 Phone: (305) 444-1100
 Fax: (305) 444-1101



TRUMAN WATERFRONT PARK
 PROJECT LOCATION:
 TRUMAN WATERFRONT PARK,
 WEST OF PAUL STREET AND THE
 NORTH OF WEST HAVEN ROAD
 MIAMI, FLORIDA

PERENZ ENGINEERING & DEVELOPMENT, INC.
 CONSULTING ENGINEER
 10750 S.W. 24th Drive
 Suite 201
 Miami, Florida 33186
 Phone: (305) 251-9400
 Fax: (305) 251-9403

PERENZ ENGINEERING & DEVELOPMENT, INC.
 CONSULTING ENGINEER



RMK
OC

CC-10



BERMELLO AJAMIL & PARTNERS-INC
 Architecture • Engineering • Interiors
 3001 North Bayshore Drive
 Suite 101
 Fort Lauderdale, FL 33309
 Phone: (954) 552-2500
 Fax: (954) 552-1800

TRUMAN WATERFRONT PARK
 3001 North Bayshore Drive
 Fort Lauderdale, FL 33309



TRUMAN WATERFRONT PARK
 3001 North Bayshore Drive
 Fort Lauderdale, FL 33309

mbi | k2m
 ARCHITECTURE, INC.
 1201 Northwest 27th Street, Suite 101
 Fort Lauderdale, FL 33311
 Tel: 954-585-4700
 Fax: 954-585-4702
 Email: info@mbik2m.com
 WWW.MBI-K2M.COM

DEVELOPMENT APPLICATION
 January 14, 2011

PROFESSIONAL SEAL



PROFESSIONAL SEAL

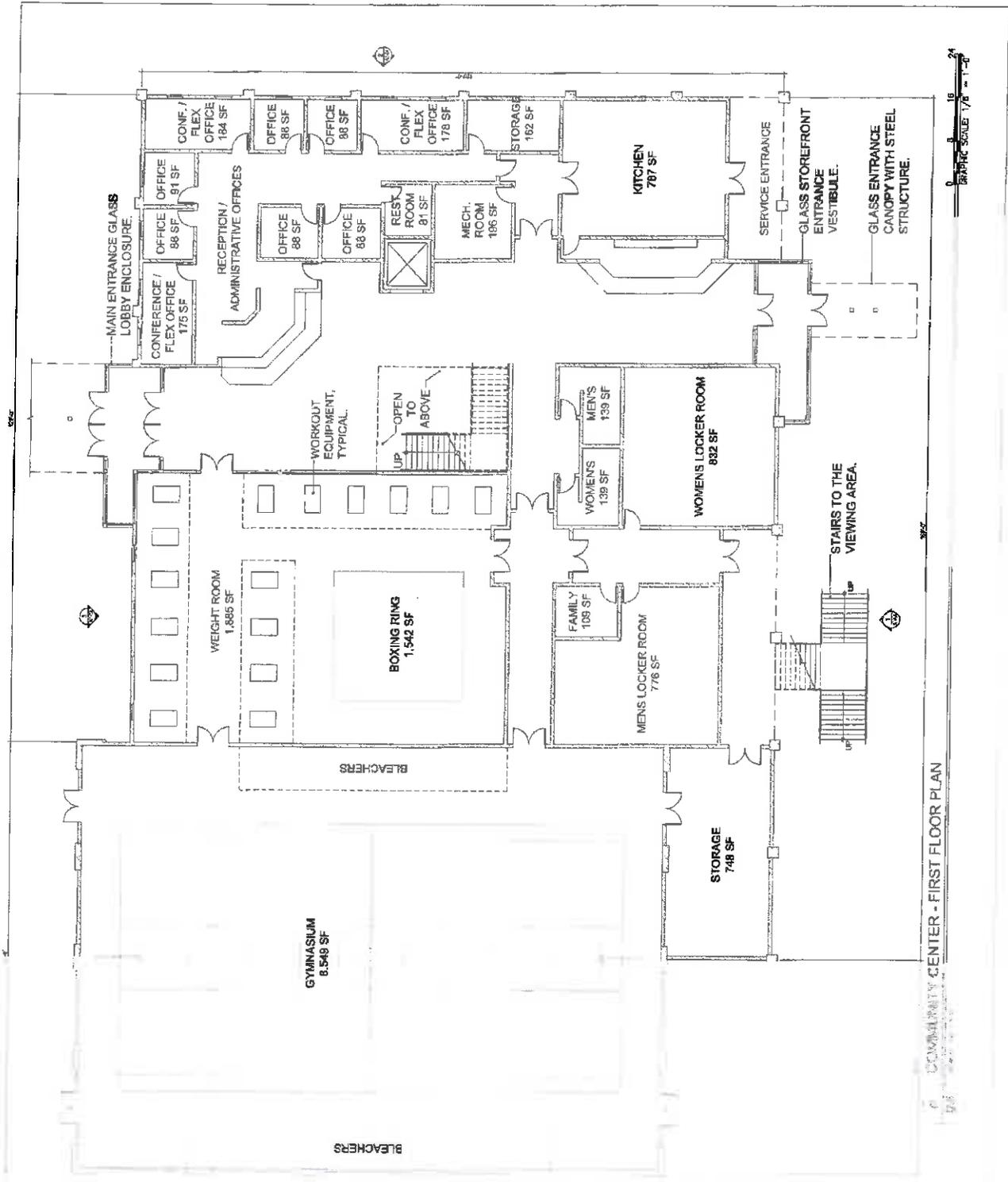
DEVELOPMENT APPLICATION
 January 14, 2011

PROFESSIONAL SEAL

DATE: 01/14/11
SCALE: AS SHOWN
DATE: 01/14/11
SCALE: AS SHOWN
DATE: 01/14/11
SCALE: AS SHOWN

COMMUNITY CENTER - 1ST FLOOR PLAN

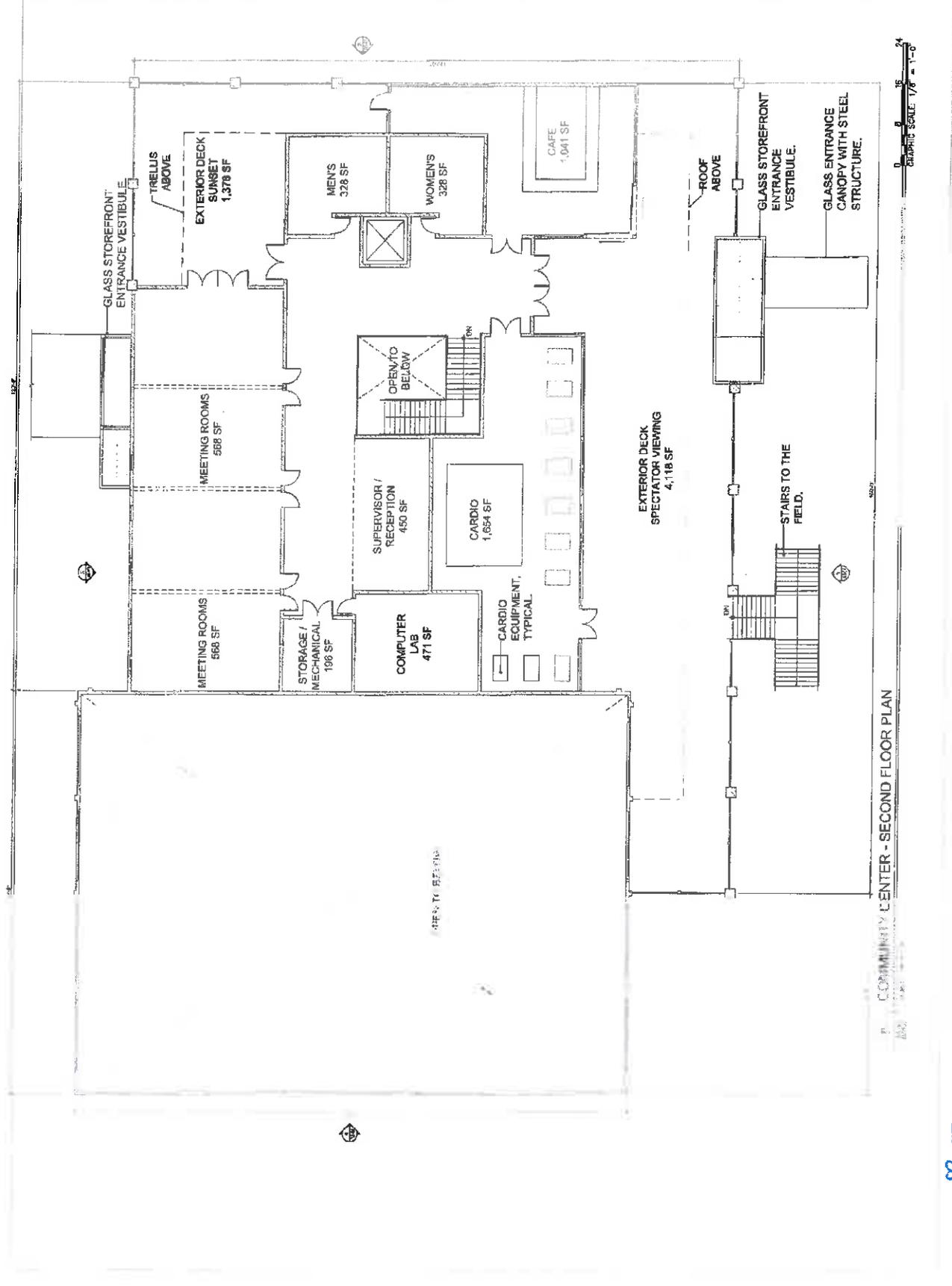
A1-01



GRAPHIC SCALE: 1/8" = 1'-0"

COMMUNITY CENTER - FIRST FLOOR PLAN

Handwritten notes:
 RUC
 SC



GRAPHIC SCALE: 1/8" = 1'-0"

COMMUNITY CENTER - SECOND FLOOR PLAN

Handwritten initials: RUK



BERMELLO, ALAMIL & PARTNERS, INC.
 Architectural, Interior Design, Planning
 3001 South Orange Avenue
 Suite 1000, Orlando, FL 32809
 Phone: 407.241.1111
 Fax: 407.241.1112

PROJ. NO. 03-001
 CITY OF ORLANDO, FL
 DEPARTMENT OF PLANNING
 1200 N. GORRISON ST.
 ORLANDO, FL 32801



PROJECT NAME:
TRUMAN WATERFRONT PARK

PROJECT LOCATION:
 1000 N. GORRISON ST. AND THE TRUMAN
 PARKWAY, ORLANDO, FLORIDA
 PROJECT NO. 03-001

mbi|k2m
 ARCHITECTURE INC.
 1000 N. GORRISON ST., SUITE 1000
 ORLANDO, FLORIDA 32801
 PHONE: 407.241.1111
 FAX: 407.241.1112
 WWW.MBIK2M.COM
 P.O. BOX 142800
 MIAMI, FL 33114

DATE:
 FEBRUARY 14, 2013



APPROVED BY:
 ARCHITECT
 DATE: FEBRUARY 14, 2013

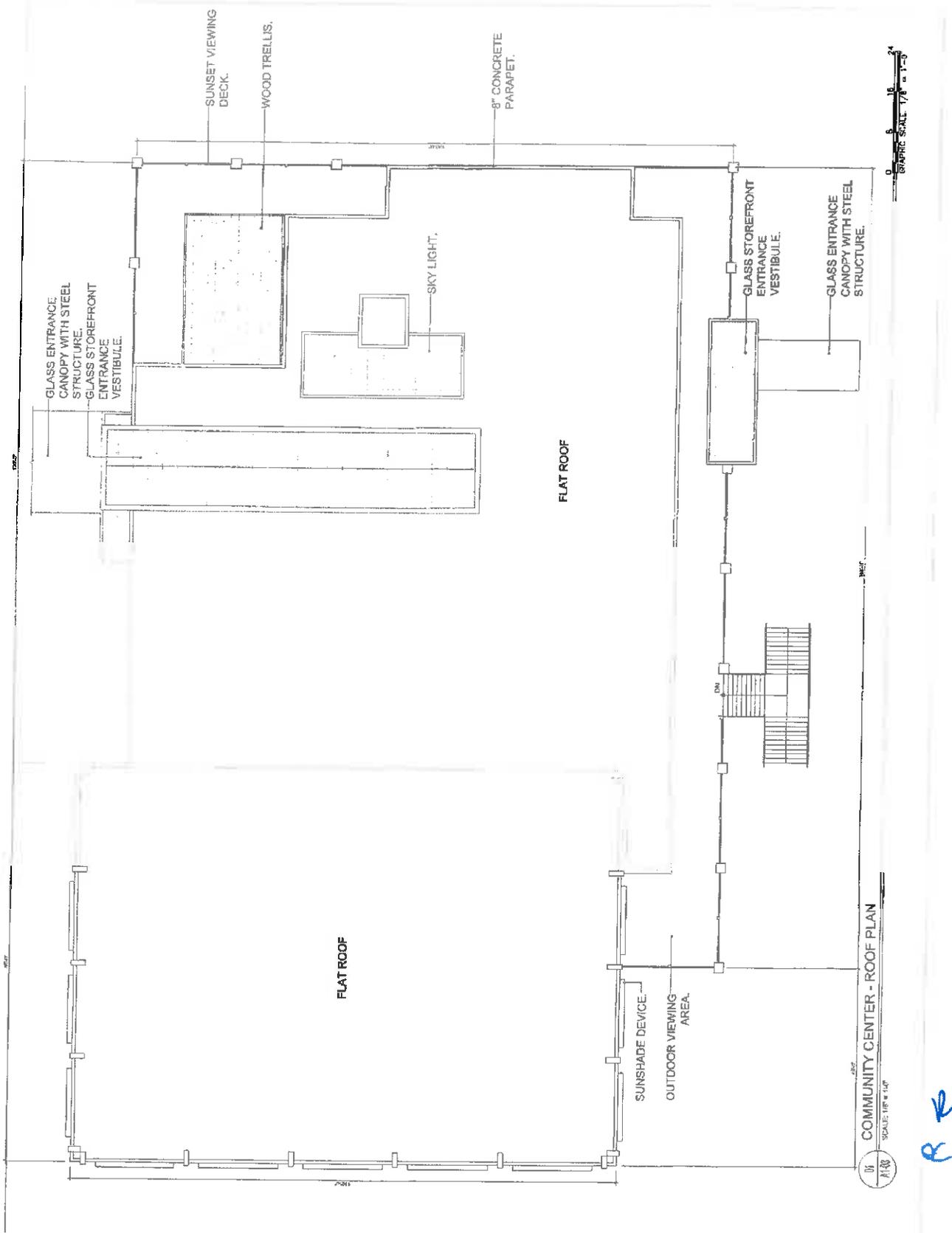
DATE:
 FEBRUARY 14, 2013

PROJECT NO.:

DESIGNER:
 BERMELLO, ALAMIL & PARTNERS, INC.
 SCALE: AS SHOWN
 DATE: 01/14/13
 DRAWING: RD
 CHECKED BY: RD
 PLOTTED BY: K.A. BRYAN

UNIVERSITY CENTER - ROOF PLAN
 SHEET NO.

A1-03



GRAPHIC SCALE: 1/8" = 1'-0"

COMMUNITY CENTER - ROOF PLAN

SCALE: 1/8" = 1'-0"

R *KMK*



**SERUELLO, JAMIL
& PARTNERS, INC.**
 Architectural - Consulting - Planning - Interiors
 2801 South Bayshore Drive
 Suite 100
 Miami, Florida 33133
 Tel: (305) 866-2700

REGISTERED ARCHITECT
 P. O. BOX 10000
 MIAMI, FLORIDA 33108
 REG. NO. 12,281



PROJECT NAME:
**TRUMAN
 WATERFRONT
 PARK**

PROJECT LOCATION/ADDRESS:
 10000 SW 15th St
 Miami, FL 33184

CLIENT:
 Miami-Dade County
 Department of Public Works
 10000 SW 15th St
 Miami, FL 33184
 Tel: (305) 375-1111
 Fax: (305) 375-1111
 Web: www.miamidade.gov

ARCHITECT:
 Seruello, Jamil & Partners, Inc.
 2801 South Bayshore Drive
 Suite 100
 Miami, FL 33133
 Tel: (305) 866-2700

DATE:
 January 14, 2013

PROJECT NO.:
 1301001

PROJECT NAME:
 TRUMAN WATERFRONT PARK

PROJECT ADDRESS:
 10000 SW 15th St
 Miami, FL 33184

PROJECT NO.:
 1301001

PROJECT NAME:
 TRUMAN WATERFRONT PARK

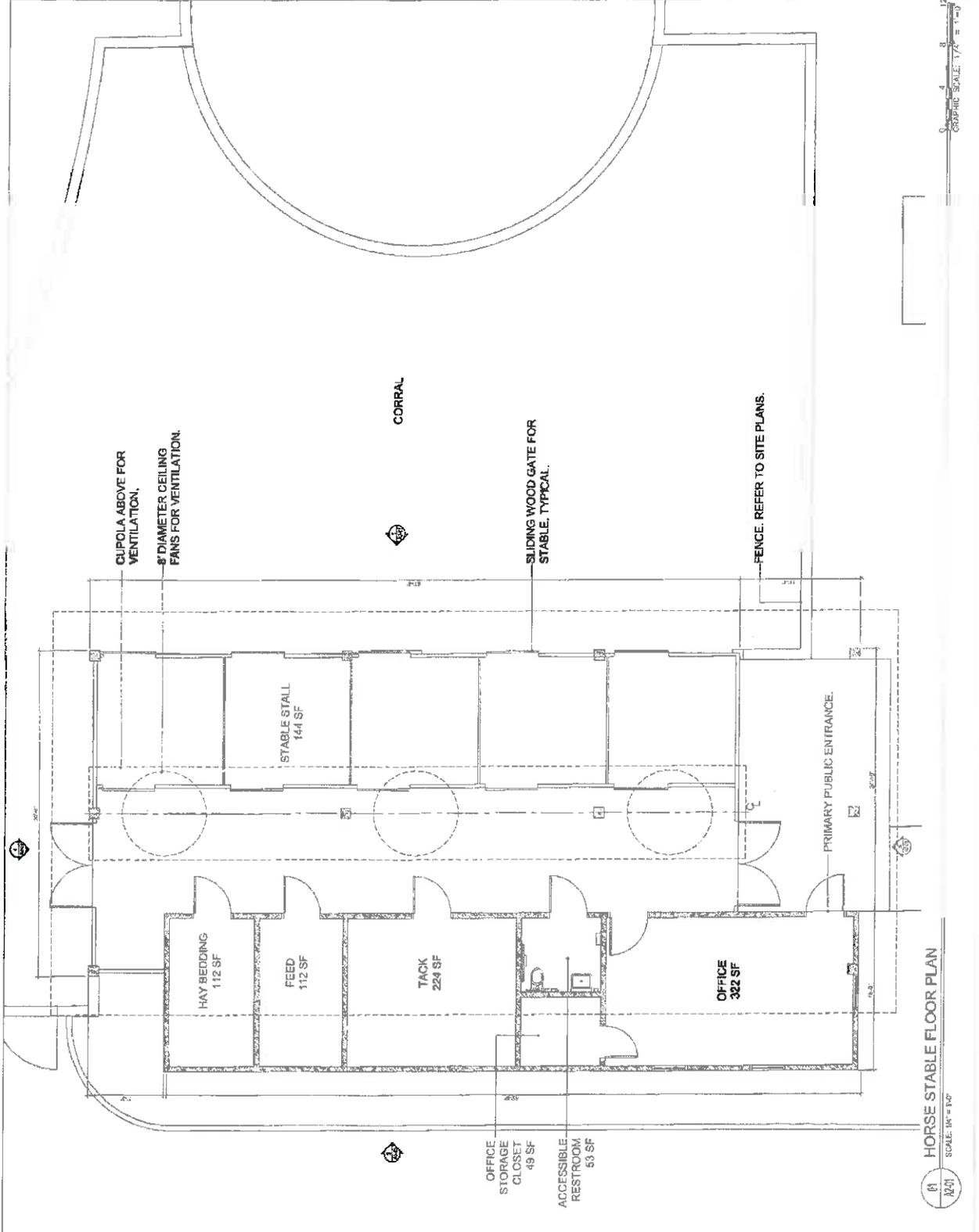
PROJECT ADDRESS:
 10000 SW 15th St
 Miami, FL 33184

PROJECT NO.:
 1301001

PROJECT NAME:
 TRUMAN WATERFRONT PARK

PROJECT ADDRESS:
 10000 SW 15th St
 Miami, FL 33184

PROJECT NO.:
 1301001



HORSE STABLE FLOOR PLAN
 SCALE: 1/4" = 1'-0"

1301001

Handwritten initials: RJK and OC

GRAPHIC SCALE: 1/4" = 1'-0"

0 4 8

SHEET NO. A2-01



**BERKELLO, AJAMIL
& PARTNERS, INC.**
ARCHITECTS, ENGINEERS, INTERIORS
Professional Engineers - License No. 14000
Professional Architects - License No. 14000
1001 South Bayshore Drive
Miami, Florida 33131
Tel: (305) 358-3333
Fax: (305) 358-3333

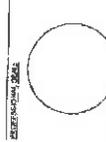
PERMITS/REGISTRARS
CITY OF MIAMI, FL
150 S.W. 10TH ST.
MIAMI, FL 33130
REVISED: 04.2004



PROJECT NAME:
**TRUBIAN
WATERFRONT
PARK**

PROJECT LOCATION:
TRUBIAN WATERFRONT PARK
4700 SW 11TH ST AND THE TRUBIAN
WATERFRONT PARK NORTH OF
SW 11TH AVE, MIAMI, FL

DESIGNER/DATE:
mbi | k2m
ARCHITECTS
1001 NE 10TH ST., SUITE 110
MIAMI, FL 33132
Tel: (305) 358-3333
Fax: (305) 358-3333
WWW.MBIK2M.COM
PREP: 02/14/2019



APPROVED: JAMES P. K...
LICENSE NO. 14000
SUBMITTAL NUMBER: 14000

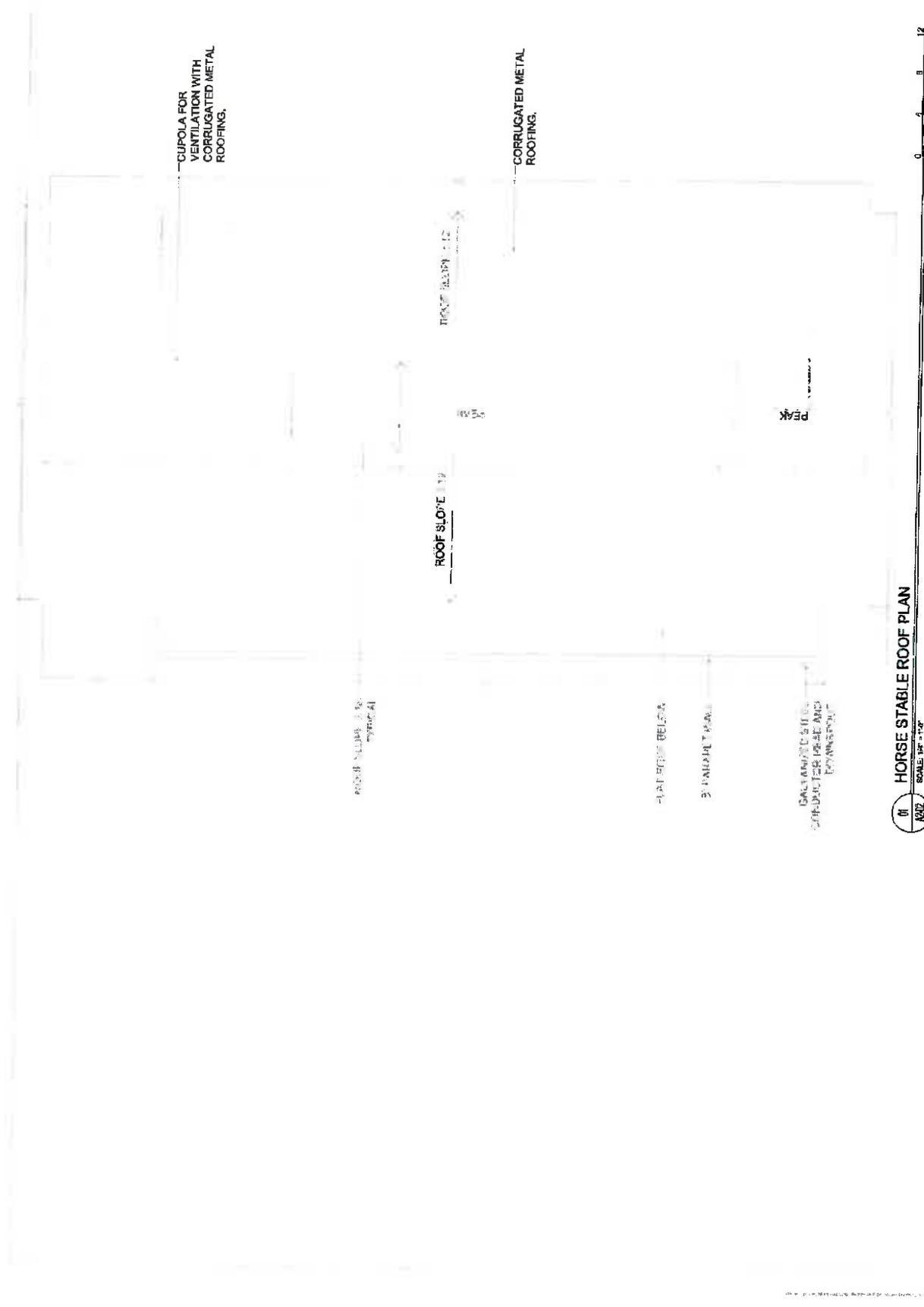
DATE OF APPROVAL:
January 14, 2019

REVISIONS:

CONTRACT NUMBER:
PROJECT NO. 1918
SCALE: AS NOTED
DATE: 01/2019
DRAWN BY: AG
CHECKED BY: AG
CADD FILE: A2-02.dwg

DRAWN BY:
**HORSE STABLES
ROOF PLAN**
SHEET NO.

A2-02



01 HORSE STABLE ROOF PLAN
SCALE: 1/4" = 1'-0"
GRAPHIC SCALE: 1/4" = 1'-0"

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BERMELLO AJAMIL & PARTNERS INC.
 ARCHITECTS & INTERIORS
 2801 Central Expressway, Suite 200
 San Jose, CA 95128
 Phone: (408) 298-3788
 Fax: (408) 298-3790

PROJECT INFORMATION
 CITY OF SAN JOSE
 P.O. BOX 403
 SAN JOSE, CA 95117
 REFRIGERATION

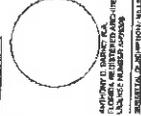


PROJECT NAME
 TRUMAN WATERFRONT PARK

PROJECT LOCATION
 TRUMAN WATERFRONT PARK, 2000
 OF LIGHT STREET AND THE TRUMAN
 WATERFRONT PARK, 2000 OF LIGHT
 STREET, SAN JOSE, CALIFORNIA

CLIENT
 mbl | k2m
 ARCHITECTURE
 1000 AVENUE 23, SUITE 200
 SAN JOSE, CA 95128
 Phone: (408) 921-4000
 Fax: (408) 921-4000
 WWW.MBLK2M.COM

PROFESSIONAL SEAL



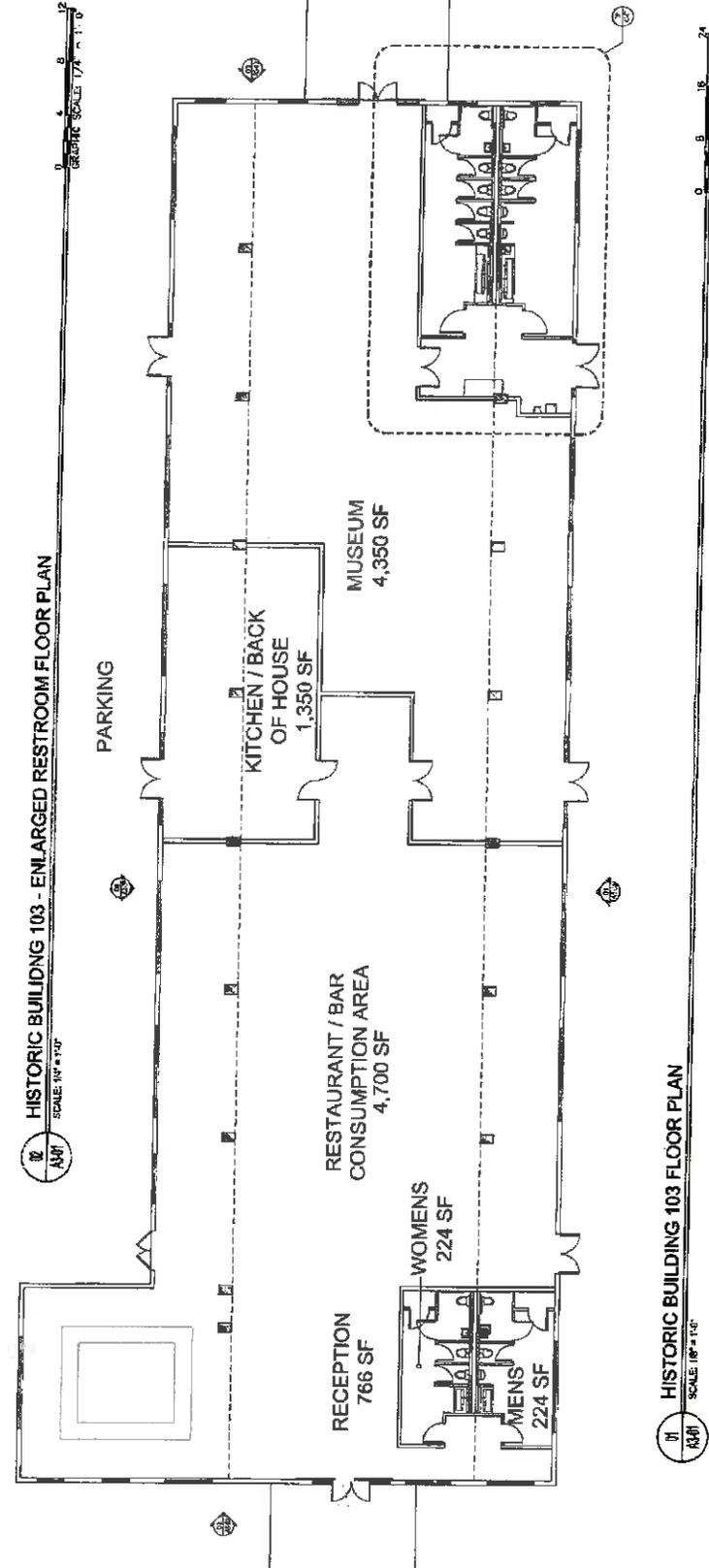
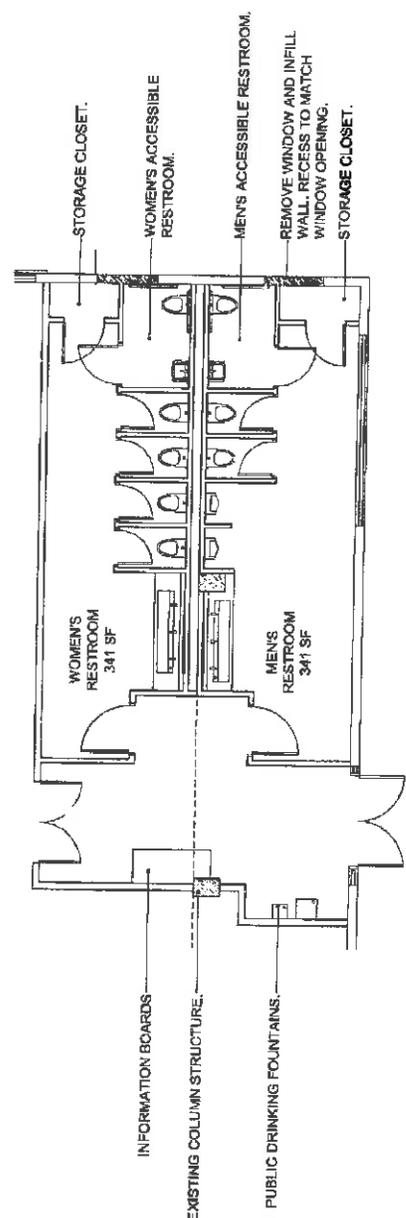
DATE OF PERMIT APPLICATION
 January 14, 2013

PROJECT NUMBER

DESIGNED BY
 PROJECT NO.: 1208
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 DATE: 01/04/13
 DRAWN BY: JKL
 CHECKED BY: JKL
 CADD FILE: JKL.dwg
 CADD TITLE:

**BUILDING 103
 FIRST FLOOR PLAN**

A3-01



Handwritten notes: RAK, RC



**BERMELLO AJAMIL
& PARTNERS INC**
Architects, Engineers, Planners
2001 South Orange Avenue
Suite 1000, Orange, FL 32767
Phone: (407) 261-1111
Fax: (407) 261-1112

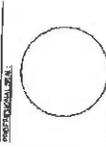
DESIGNED BY:
CITY OF ORLANDO
100 N. GORRISON ST.
ORLANDO, FL 32801



**TRUMAN
WATERFRONT
PARK**

PROJECT DESCRIPTION:
TRUMAN WATERFRONT PARK
OFFICE RENOVATION AND INTERIORS
REPAIRS AND MAINTENANCE

mbi | k2m
ARCHITECTS
100 N. GORRISON ST.
ORLANDO, FL 32801
Phone: (407) 261-1111
Fax: (407) 261-1112
www.mbi-k2m.com
PROJ. NO. 140000000



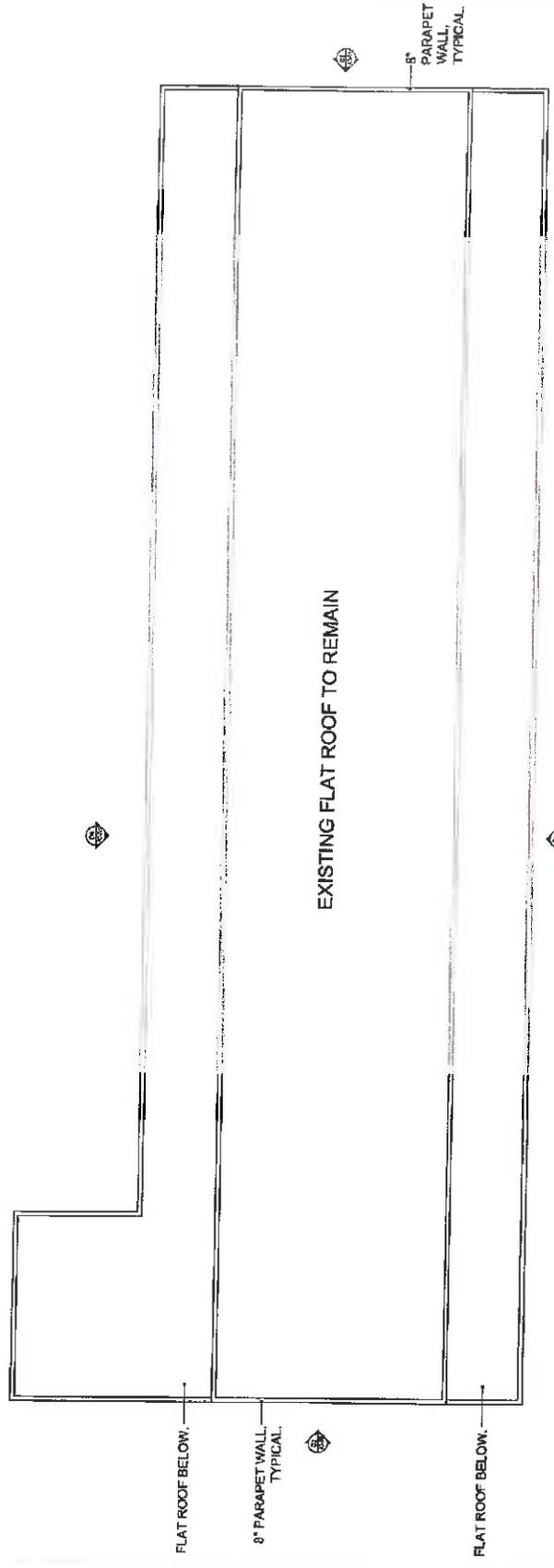
APPROVED BY:
LARRY M. BROWN, P.E.
REGISTERED PROFESSIONAL ENGINEER

DATE:
JANUARY 14, 2013

REVISIONS:

EXAMINER:
BY PROJECT NO. 1010
SCALE: AS SHOWN
DATE: 01/14/2013
DRAWN BY: JMS
CHECKED BY: JMS
CADD FILE: A3-02.rvt
DRAWING TITLE:

**BUILDING 103
ROOF PLAN**
SHEET NO. **A3-02**



HISTORIC BUILDING 103 ROOF PLAN
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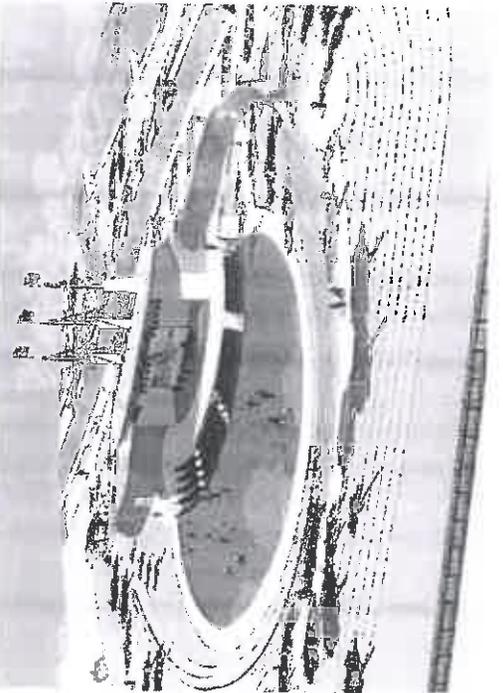
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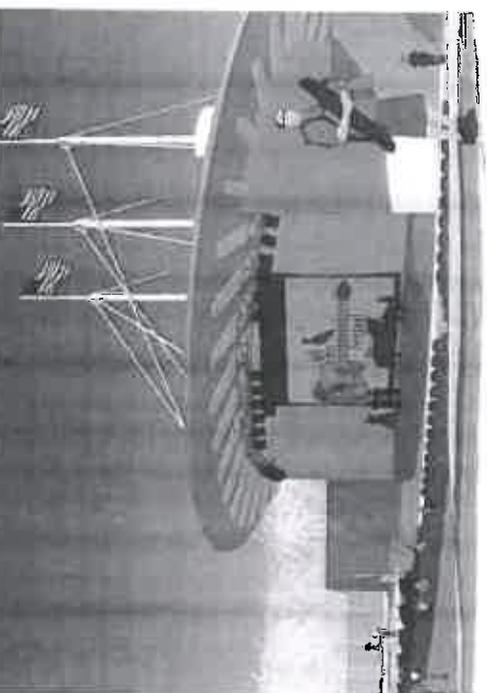
PROJECT NAME
TRUMAN WATERFRONT PARK
PROJECT LOCATION
 1900 WEST 19TH AVENUE
 LOS ANGELES, CA 90064



3 BIRD'S EYE VIEW FROM THE SOUTH
 SCALE: 1/4" = 1'-0"

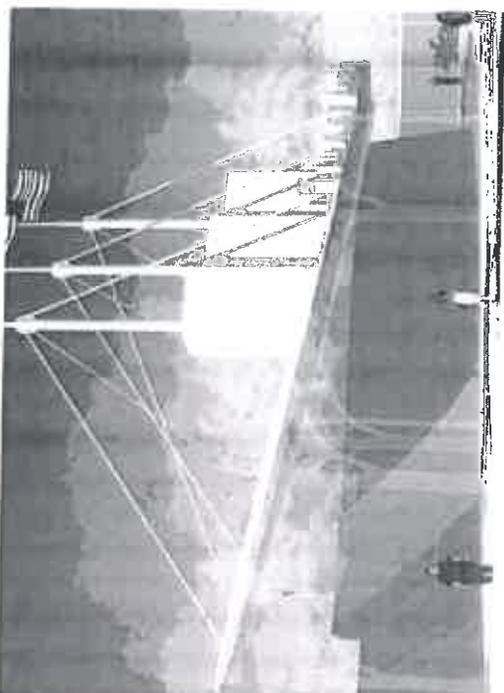


1 BIRD'S EYE VIEW FROM THE WEST
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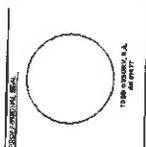


2 GROUND LEVEL VIEW FROM THE WEST
 SCALE: 1/4" = 1'-0"

ANK



4 GROUND LEVEL VIEW FROM THE SOUTHWEST
 SCALE: 1/4" = 1'-0"



DEVELOPMENT APPLICATION
 APPLICATION NUMBER: 2014-00114

PROJECT INFORMATION
 PROJECT NAME: Truman Waterfront Park
 PROJECT NUMBER: 2014-00114

DESIGNER INFORMATION
 ARCHITECT: Bernello Aumill & Partners Inc.
 DATE: February 12, 2014
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 CADD FILE: [Name]

AMPHITHEATER RENDERINGS
 SHEET NO.

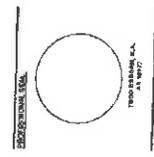


BERMELO AJAMIL & PARTNERS INC.
 Architects • Engineers • Planners
 2500 South Bayshore Drive
 Suite 1000
 Miami, Florida 33133
 789-985-1014
 Fax: 789-985-0770

REGISTERED PROFESSIONAL ENGINEER
 P. E. NO. 10488
 REGISTERED PROFESSIONAL ARCHITECT
 NO. 10488
 REGISTERED PROFESSIONAL PLANNER
 NO. 10488



PROJECT NAME
TRUJAN WATERFRONT PARK
PROJECT LOCATION
 10000 SW 15th Ave, Miami, FL 33184
CLIENT
 MARY KAY R. JAVNI
DATE
 02/12/2014

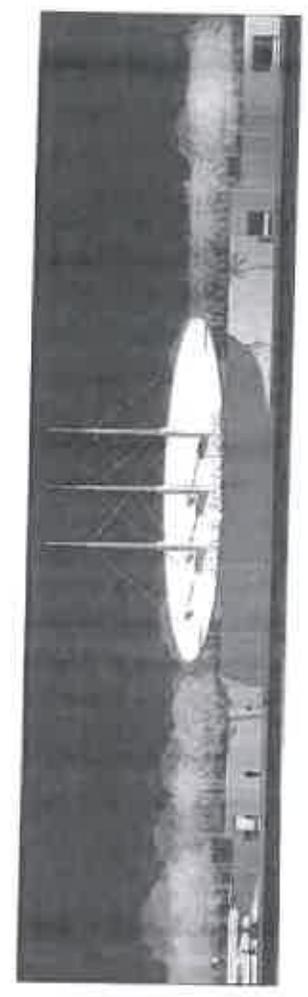


PROJECT DESCRIPTION
TRUJAN WATERFRONT PARK
DATE
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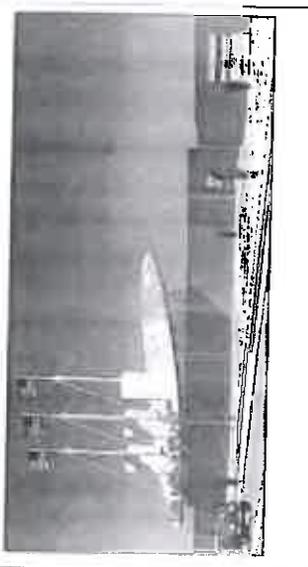
DESIGNED BY
 B. AJAMIL
CHECKED BY
 M. JAVNI
DATE
 02/12/2014
SCALE
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PROJECT TITLE
AMPHITHEATER RENDERINGS

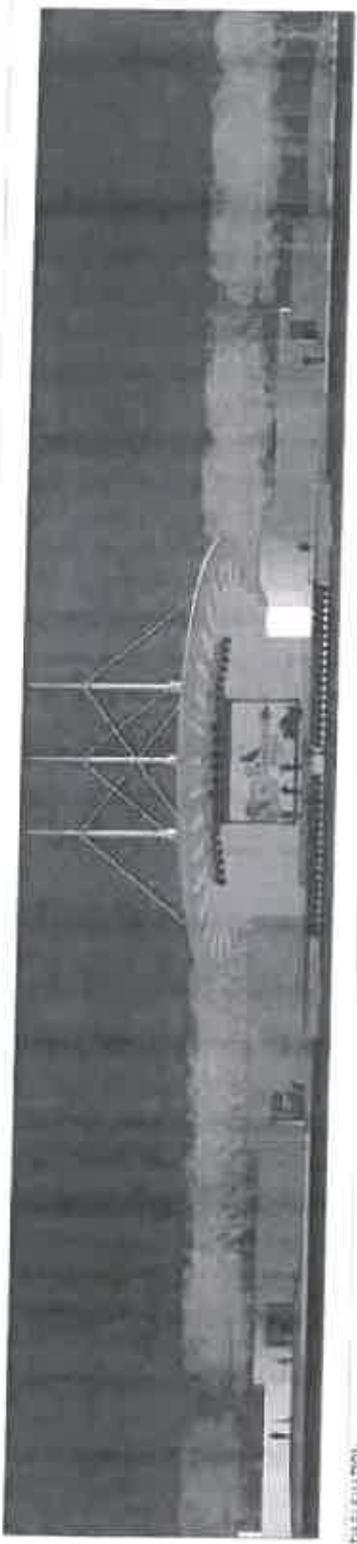
A4-03



1 GROUND LEVEL VIEW FROM THE EAST
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4 SOUTH ELEVATION
 SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION
 SCALE: 1/8" = 1'-0"



3 EAST ELEVATION
 SCALE: 1/8" = 1'-0"

Handwritten initials/signature in blue ink.



THE CITY OF KEY WEST
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

TO: Nicole Malo, Planner II
Donald Craig, Planning Director

CC: James Bouquet, Director of Engineering
Doug Bradshaw, Senior Project Manager

FROM: Elizabeth Ignoffo, E.I., Permit Engineer

DATE: March 21, 2014

SUBJECT: Truman Waterfront
Conditional Use Application

Truman Waterfront Park Development Plan, dated March 3, 2014, has been reviewed for the Conditional Use Application. Inconsistencies regarding the proposed Angela Street park entrance and existing conditions within the right-of-way shall be noted for the record, and should be addressed prior to site development.

Please coordinate the Angela Street park entrance, shown as two-way traffic, with the Bahama Village/Truman Waterfront Connectivity Project, GN-0901. (Plan sheets for that section of Angela Street are enclosed.)

A summary of existing conditions within the Angela Street right-of-way are as follows:

- 1) Angela Street right-of-way width is 30 feet.
- 2) The length of Angela Street from the Utility Board property to Emma Street is approximately 150 feet. This section of Angela Street provides access to one residential property, and is a designated two-way driveway aisle. The right-of-way is not utilized for street parking.
- 3) Keys Energy Services utility poles are located along the north side and the south side of Angela Street. Distances between the poles, measuring across the street, are 19 feet ranging up to 22 feet.

Based on existing conditions and a six-foot roadside clear zone width, a maximum travel lane width of 18 feet could possibly be attained. Traffic lanes should be 12 feet in width, but not less than 10 feet in width.¹ 18-foot travel lane width is insufficient for two-way traffic.

¹ Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Street and Highways (Florida Greenbook), State of Florida, Department of Transportation, 3-17, 3-24, 3-70.

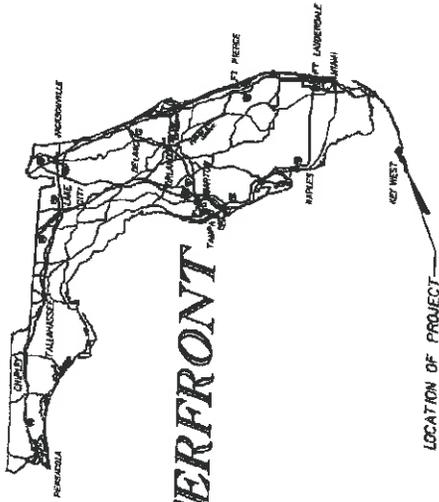
RWC
oe

CITY OF KEY WEST
CONTRACT PLANS

**BAHAMA VILLAGE / TRUMAN WATERFRONT
CONNECTIVITY PROJECTS**

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	GENERAL NOTES
3-10	SUMMARY OF PAY ITEMS
11-15	TYPICAL SECTIONS
16-25	SUMMARY OF QUANTITIES
26	HORIZONTAL & VERTICAL CONTROL SHEET
27	PROJECT LOCUS
28-29	PLAN & PROFILE SHEETS
30-33	CROSS SECTIONS
34-35	CRUISE ROUTES
36-37	SEWER AND WATER TUBULATION OF QUANTITIES
38-39	SEWER AND WATER PLANS
40-41	SEWER AND WATER DETAIL SHEETS
42-43	LANDSCAPE SPACES AND NODES
44-45	LANDSCAPE AND LIGHTING TABULATION OF QUANTITIES
46-47	LANDSCAPE AND LIGHTING PLANS
48-49	LANDSCAPE DETAILS
50	SITE AMENITIES DETAILS
51	LIGHTING DETAILS



LOCATION OF PROJECT

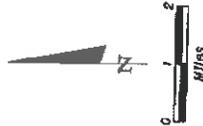
PLANS PREPARED BY:



**Kinley-Horn
and Associates, Inc.**
448 84th STREET, SUITE 200
VERO BEACH, FL 32909
(787) 784-4005
WWW.KHASSOCIATES.COM
CERTIFICATE OF AUTHORIZATION: 00000086

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

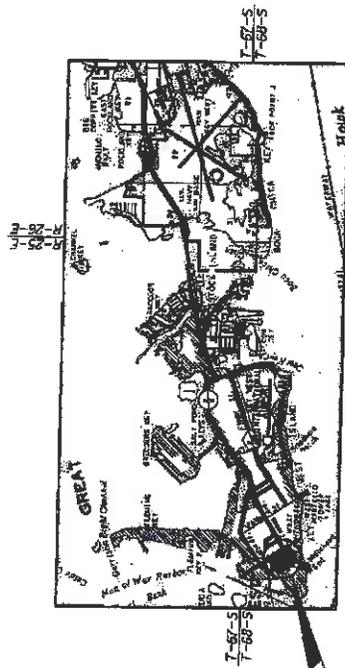
**100% PLANS
FEBRUARY 2011**



ROADWAY PLANS
ENGINEER OF RECORD: [Name] DRAW NO: [Number]

F.L.E. NO. 50279

SHEET
NO. 1



PROJECT LOCATION

LOCATION MAP

GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION,
DESIGN STANDARDS DATUM 2001,
AND STANDARD SPECIFICATIONS FOR ROAD AND
BRIDGE CONSTRUCTION (LATEST EDITION)
AS AMENDED BY CONTRACT DOCUMENTS.

APPLICABLE DESIGN STANDARDS MODIFICATIONS:
Per Design Standards Modifications set in
Florida Standard Specifications for Road and
Bridge Construction (LATEST EDITION)
http://www.fdot.com/standards/modifications

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



To: Chairman and Planning Board Members

From: Nicole Malo, Planner II

Through: Donald L. Craig, AICP, City Planner and Director of Community Development Services

Meeting Date: March 20, 2014

Agenda Item: Major Development Plan and Conditional Use – Truman Waterfront (RE# 00001630-001000, AK 9038855; RE# 00001630-001100, AK# 9038866)
An application for a Major Development Plan and Conditional Use for the development of the Truman Waterfront parcel located in the Historic Public Service and Semipublic Service -1 (HPS-1), Historic Medium Density Residential (HMDR), Historic Residential Commercial Core – 4 (HRCC-4) and the Historic Neighborhood Commercial – 2 (HNC-2) zoning districts pursuant to Section 108-91(A).(2.)b. and c. and 122-61 of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida

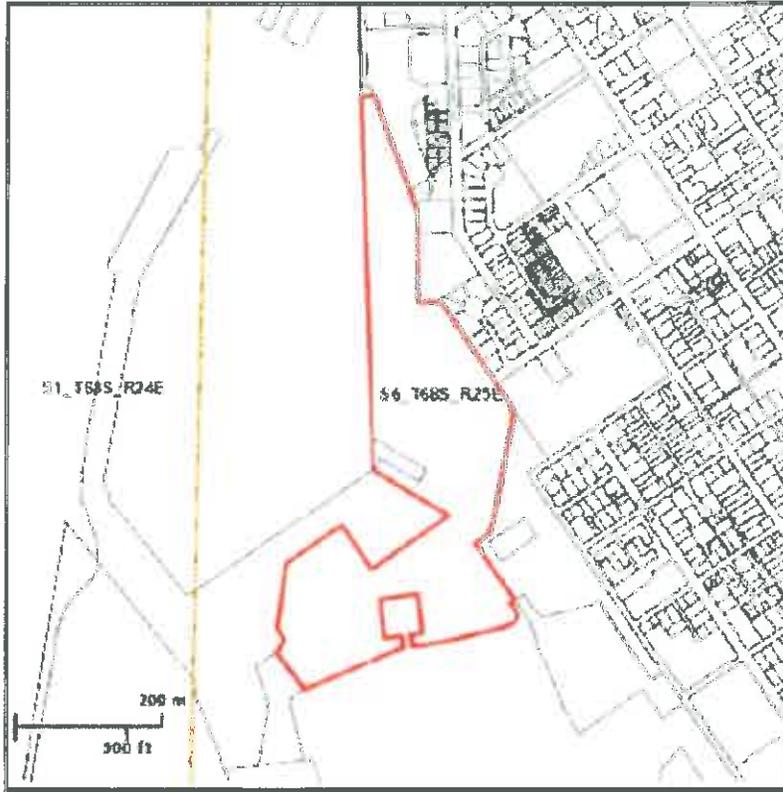
Request: Consideration of the Truman Waterfront Park Master Plan, to develop 28 acres of scarified land transmitted from the US Navy to the City in 2002. The Development Plan establishes development phases for up to 10 years. The Conditional Use request is to use portions of the repurposed historic Navy Building 103 as a restaurant.

Applicant: Bermello Ajamil, LLC

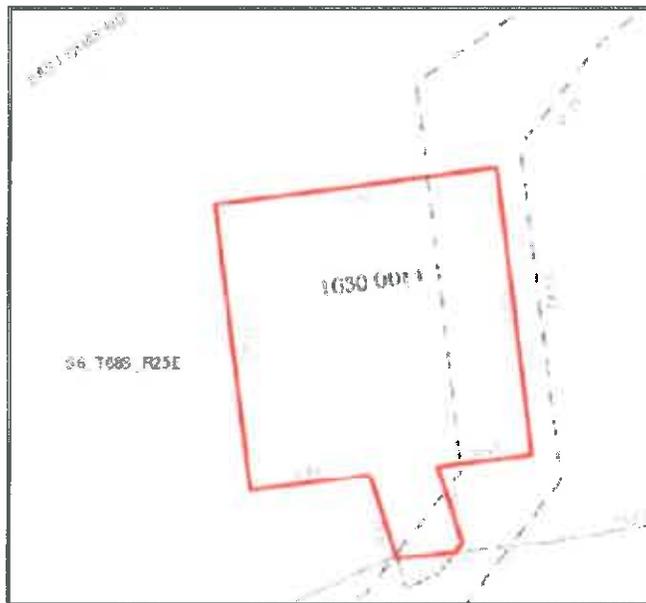
Property Owner: City of Key West

Location: Truman Waterfront Parcel
RE# 00001630-001000, AK 9038855 and RE# 00001630-001100, AK# 9038866

Zoning: Historic Public Service and Semipublic Service District – 1 Truman Waterfront (HPS-1)
Historic Medium Density Residential (HMDR)
Historic Residential Commercial Core – 4 Truman Waterfront (HRCC-4)
Historic Neighborhood Commercial – 2 (HNC-2)



Property of City of Key West
Parcel ID 00001630-001000, AK 9038855



Property of City of Key West
Parcel ID 00001630-001100, AK# 9038866

Background:

The proposed Truman Waterfront Park Master plan is a result of over 15 years of planning with input from the public at community and joint agency meetings, the Navy, the Bahama Village Redevelopment Advisory Committee (BVRAC), the Truman Waterfront Advisory Board (TWAB), and the various City Commissions sitting as the Naval Properties Land Redevelopment Agency (LRA).

The entire property, known as the Truman Waterfront (TW) Parcel, was planned for transfer from the Navy to City ownership through the Base Reuse and Alignment (BRAC) process that began in 1995. As part of the BRAC process in 1997 the BRAC Master Plan was adopted with detailed land uses for the property (Exhibit 1 - 1997 the BRAC Master Plan). To date the 1997 BRAC Master Plan has been used as the backbone that has formed all of the former and current Master Plans. Although the proposed locations for the uses may have migrated around the site, most of the uses contemplated remain within the Master Plan or somewhere on the TW Parcel today. Subsequently in 1999 the Land Development Regulations for the five different zoning districts each with distinct allowed uses and bulk regulations that currently make up the property were adopted from the Base Reuse Plan. The City and Navy then agreed upon and signed a Memorandum of Understanding (MOU), a Memorandum of Agreement and finally the Quit Claim Deed in 2002 and the property was transferred through the Economic Development Conveyance. All three of the agreements contain development restrictions for how the property is to be developed (See Exhibit 2 -2002 MOU and Quit Claim Deed). The proposed Master Plan has been fully coordinated and developed with input from the Naval Air Station Key West office and is in compliance with the land use controls and restrictions listed in the conveyance documents. The original TW Parcel contemplated for transfer was 50 acres; however upon final transfer the battery property along Fort Street and the Mole Pier were withdrawn leaving the 32.31 acres of upland and Marina development rights within Truman Harbor Development Zone to the City. Additionally, since 2013 the Navy has restricted the City's right to construct a marina within the Truman Harbor Development Zone for security and training purposes.

At the October 2, 2007 election the voters of the City of Key West elected to lease 4 acres of the Truman Waterfront Parcel for a mixed income assisted and independent living facility for senior citizens (Resolution 07-09). Subsequently, the City went through the public bidding process and contracted with private developers for the marina and portions of the remaining upland areas (Exhibit 3 - Meisel & Spottswood Conceptual Plan). Other plans were brought forward around this time for the development of the remaining 6.6 acres of the site within the HPS-1, HNC-2 HCL zoning districts that never materialized. It was also at this time that the Bahama Conch Community Land Trust (BCCLT), that managed the Bahama Village Community Redevelopment Area, which overlaps the boundary of the Truman Waterfront Parcel, was absolved via Resolution 08-225. The following year the Bahama Village Redevelopment Advisory Committee (BVRAC) and the Truman Waterfront Advisory Board (TWAB) were created.

On April 24, 2010, after several plans for the development of the remaining Truman Waterfront (TW) Parcel had failed, including the Meisel & Spottswood plan for the Truman Harbor Marina and upland area, a joint public meeting was held between the BVRAC, TWAB, and the LRA at

the Frederic Douglas Gym in Bahama Village to build consensus for the use of the remaining 6.6 acres. The 6.6 acre area was previously considered as a third development site with economic development potential for the Bahama Village Redevelopment Area; although the discussion evolved into consideration of uses for the entire Truman Waterfront Parcel site. A professional mediator facilitated the process and significant input was gathered from the neighbors, community members and government officials. As a result of that meeting the City Commission adopted Resolution 10-265 (Exhibit 4 - Resolution 10-265) containing the Facilitators Summary Report and eleven guidelines for development of the property. Most importantly as a result of the meeting it was decided that the remainder of the TW Parcel not encumbered by the assisted living facility would be planned as a whole. The eleven area development guidelines that were adopted read as follows:

- The 6.6 acres shall be reintegrated with, and considered part of the overall Truman Waterfront.
- Development of the "6.6-acre parcel" is completed to maximize its integration into and for the economic benefit of the adjacent Bahama Village neighborhood.
- The former Navy galley building shall be repaired (Bldg. 1287, 17,500 sq. ft.) or a new one be constructed to house a multi-use community center with possible future expansion capacity.
- Outdoor multiple use recreation complexes shall be created on the Truman Waterfront and shall remain in City ownership and not subject to long term leases. The complexes shall include but not be limited to a multiple purpose recreational field with minimal dimensions of 110 yards by 70 yards but not less than 1.6 acres in size and recreation basketball courts.
- The Truman Waterfront Advisory Board expresses its support for Resolution 09-057.
- Limited commercial areas shall be developed in conjunction with a workforce housing component. The commercial space may be utilized by neighborhood orientated type businesses including but not limited to local artists, fishermen, and entrepreneurs or as an open market space.
- A community park and community garden component shall be created that showcases Key West history and the Key West African American heritage.
- All development shall be constructed in accordance with Florida Statute 255.2575(2),
- Any and all development shall be economically viable and enhance the existing Tax Increment Funding District (TIF), and provide economic opportunities to all the citizens of Key West.
- Development shall encourage access to and use of the property by biking or walking.
- The TWAB recommends that development of this project be a joint effort between both the City and private entities.

Comprehensive Plan Policy 1-1.6.4: Truman Waterfront Organizing Elements supports the above desired uses in addition to providing for all new development and redevelopment within the Truman Waterfront Parcel to be consistent with the following key organizing elements:

1. Recreation and open space linked through landscaped multimodal green ways and view corridors with multiple access points connecting the large park and recreational area on the northwestern portion of the site.
2. Uninterrupted public access to the waterfront through a wide promenade along the full length of the harbor.

3. Landscaped and hardscaped areas which are well-lit and designed to provide a safe area for use by a diverse mix of recreational users.
4. Affordable housing, neighborhood retail and social service uses which function as an extension of the neighborhood fabric of Bahama Village.
5. Educational and historical activity nodes.
6. Expanded use of the portions of the Truman Waterfront property for port activities.
7. Multiple ingress/egress points into the Truman Waterfront property.
8. High profile green design and livability principles, including but not limited to the International Dark Sky Association, the National Complete Streets Coalition, and highest level green building certifications.

As a result the City went through the public procurement process and hired the design consultant of Bermello Ajamil and Partners at the end of 2011 to design a public park. Shortly afterwards in April of 2012 the LRA were presented with several Design Programs for how best to fit the most desired uses within the unique space of the Park. The Design Program Element that was adopted through Resolution 12-129 by the LRA has been used to configure the Master Plan as proposed (Exhibit 5 – Resolution 12-129). Later that summer after design planning and public vetting through the TWAB on July, 2012 (Revised July 25) the Truman Waterfront Park Master Plan was recommended to the LRA for approval by BVRAC and TWAB. On October 18, 2012 the City Commission sitting as the LRA approved the final iteration of the Master Plan (Exhibit 6 - BVRAC, TWAB and LRA Adopted Master Plan. Resolution 12-285). Although not all of the requested Development Guidelines could be fulfilled on the limited Park site, every effort was made to accommodate as many needs as possible while retaining ample open space.

Following the adoption of the Master Plan staff and the design consultants met with public interest groups such as the Arts Council and its subsidiaries, the Police Athletic League and the Police Cavalry Unit, American Youth Soccer Organization (AYSO), the Boys and Girls Club and other afterschool programs, TAMPOA, the State Parks Organization and other adjacent property owners, and relevant City staff to review the Master Plan (Exhibit 7 - Focus Group datum). On January 14, 2013 the consultant submitted an application for Major Development Plan (Exhibit 8 - 2013 Development Plan) and variance request for bicycle substitution to the Planning Department. The Development Review Committee (DRC) reviewed the Major Development Plan and Variance at a special meeting held on January 31, 2013. The plans were amended based on the DRC comments and are also incorporated into this report although no significant concerns were brought up (Exhibit 9 - DRC Minutes 20130131). On March 4, 2013 the Master Plan was transmitted to the Navy, in order to begin a preliminary 90 day review period. The Navy's response was received on June 6, 2013 with twenty comments. The City responded to the Navy's comments on January 31, 2104 (Exhibit 10 - Navy Response Letter and City Response to Navy). The Plans were amended and several conditions proposed as part of this development plan request to address the Navy's concerns. Coordination efforts have been ongoing regarding the Plans and timeline for adoption. Following adoption the Major Development Plan, Conditional Use and Variance will again be sent to the US Navy for the mandated 90 day review period. With the preliminary 90 day review by the US Navy already completed, the response time and approval for construction is expected to be shortened.

Additionally, as contemplated in the Base Reuse Plan and Master Plan adopted by the LRA, the Land Development Regulations (LDR's) for the Historic Public Service (HPS) zoning district were amended to allow restaurants and food service facilities associated with recreational activities. In addition changes to the HRCC-4 zoning district were adopted to allow Cultural and Civic Uses which were are presently allowed as of right in the PS and HPS zoning districts. The amendments were adopted by the City Commission on December 3, 2013. Concurrently a Comprehensive Plan amendment was also adopted in order to update the land uses allowed within the HRCC-4 land use district to create lower impact uses compatible with public parks. The DEO posted the Final Order for the changes to the comprehensive Plan and LDR's on February 28, 2014 and they are in the final days of the appeal period that will expire by March 21, 2014 (Exhibit 11- DEO Final Order Ordinance 13-25).

Based upon the state review and adoption timeline for the above mentioned Comprehensive Plan and LDR amendments the DRC reviewed the Conditional Use request for the restaurant at a publicly noticed meeting held on March 14, 2014 (Exhibit 12 - DRC Minutes 20140314). The restaurant is proposed to be located in Navy Building 103 with an indoor and outdoor seating area limited to 316 seats. The resulting DRC comments regarding the Conditional Use did not affect the proposed Plans, but have been incorporated into several conditions of approval and described in detail in this report.

More recently, the timeline for contract negotiations for the Assisted Living Facility lapsed and the LRA rejected the ALF lease through Resolution 13-225 freeing up 2.63 acres of the Truman Waterfront Parcel adjacent to Fort Street for possible new development opportunities; although, the redevelopment of the site is not contemplated as part of this master plan. Also apart from this Master Plan approval process but adjacent to the proposed Park within the Truman Waterfront Parcel a community garden is proposed with a small outdoor market place area (Exhibit 13 – Conceptual Community Garden Plan). The community garden has been approved and funded by the Community Redevelopment Agency and should serve as a complimentary Park use that helps to fulfil a component of the adopted Truman Waterfront Development Guidelines and Base Reuse Plan.

A Bicycle Substitution Variance is being requested concurrently with this development plan and conditional use and is proposed as a condition of approval.

Existing Conditions

The 28 acres proposed for development include scarified lands previously used for Navy operations and a former Navy Galley, Building 1287 (aka the PAL Gym), and large maintenance facility, Building 103. A structural analysis report was conducted for the two existing buildings on the site and Building 103, because of it is a giant shell of a building with very little obstruction inside, was determined to be structurally sound and adaptable; however, portions of building 1287 were determined to be structurally compromised and unsuitable for adaptive reuse for its intended purpose as a community center. Additionally, the building encroaches 47' into the Navy's required 50' security setback and is not in compliance with the Deed restrictions; and after attempting to fit the necessary standard sized multi-use field on the property it was determined to fit only on the portion of the site where the building 1287 is currently located.

Therefore, it was determined that the proposed plan to demolish existing building 1287 and relocate the community center was the most efficient use of the property.

The site is traversed by numerous underground utilities to Naval and State Park facilities as identified in the land conveyance deed; and an existing roadway is used to access Navy property in two locations, Fort Zachary Taylor State Park, the NOAA offices and the Eco Discovery Center. Although undeveloped, the site is visited by pedestrians and bicyclists who enjoy the open spaces and waterfront promenade. The site also accommodates two to three boat races and several local cultural events annually such as the Taste of Key West that draws thousands of visitors.

Existing conditions of the site are shown on the attached survey and Tree Disposition Plan (Appendix C. 7 Tree Disposition Plans).

Request:

The Proposed Development Plan is for the approval of a Master Park plan that will accommodate the following uses and amenities:

Buildings are required to be Green Building Certified in accordance with Comprehensive Plan Policy 1-1.6.4:

- New **Community Recreation Center** of 24,304 square feet to include indoor gym, industrial sized kitchen and classrooms.
- Retrofit of existing **Building 103** to be used as a museum with a conditional use request for a restaurant as a revenue generating use.
- New **Amphitheatre** with 250 fixed seats, a 3,000 square foot theater building with bathrooms and changing rooms and 15,000 square foot event lawn.
- **Police horse stables** – 2,525 s.f building and outdoor coral area.
- Possible use of the **old Keys Electric Facility** on Geraldine Street to be used as maintenance facility. The city is awaiting information regarding the Environmental Reports being formulated now.

Recreation facilities:

- Two children's **playground facilities**. One located in the front of Building 103 and one adjacent to the proposed community recreation center.
- An **interactive water feature** located near the outdoor restaurant area in the front of Building 103.
- **Multi-use sports field** of 360 by 230 feet which includes the recovery zone on all sides of the field (field is 310' x 180'). This sized field is large enough to meet high school league standards for various sports which is not accommodated for anywhere in the City at this time.
- **Recreational exercise pathways** both through the open space areas in the Merili McCoy Public Garden to the North and adjacent to the main roadway in both directions as separate **safe sidewalks** of 7-10' and **designated bicycle lanes** 8' in width.
- Several significant **open space areas** for active and passive recreation.

Improvements:

- Stormwater management.
- Cisterns and onsite water retention for water reuse.
- Topographic change elements including an elevated sunset look out area behind the amphitheater.
- Heavy landscaping for shade and aesthetic purposes.
- New roadways through the park connecting Southard Street and Angela Street through the park and to the State Park. New vehicular access from Angela Street. Traffic calming amenities are approved.
- Public Art throughout.
- Parking in three parking lots for 225 vehicles plus on street parking for an additional 91 vehicles for special events creating a total of 316 parking spaces for the Park.
- Parking throughout the park for 276 bicycles.
- Public restrooms will be provided.
- Safe pedestrian corridor crossings.
- Sidewalks and safe pedestrian corridors within parking lots.

Other Amenities:

- Boat Races: The Park design can accommodate parking on hard surfaces for up to 70 speed boats as requested by the speedboat race producers for the annual event. Other types of races such as the sailboat races can also be accommodated. Any damage to landscaping will be required to be replaced by event management and additional space may have to be requested from the adjacent Navy property. The Navy will consider the shared use of their property on a case by case basis.
- Revenue generating activities: Restaurant, outdoor and indoor events areas, classroom usage, Amphitheatre events.
- Negotiations ongoing regarding pedestrian access bridge to the Westin Marina across Admirals Cut.
- Park Maintenance Plan. Within the City's contract with Bermello Ajamil the scope of the work for Ballard King is stated as follows:

Ballard King will be involved with the Programming process and provide the following:

- Ensure that the project's operational goals are met.
- Project component recommendations/prioritization:
 - Validate or adjust any existing facility program
 - Determine sizing and space allocation requirements
 - Component relationships and interaction
- Development of program statement consensus

No development or improvements beyond the limits of the Truman Harbor Development Zone: No development is proposed seaward of the City owned upland property. The USCGC Ingham will be relocated northward from its existing location along the bulkhead for a permanent mooring. The USCGC Ingham will meet all United States Coast Guard Standards. There will be no uses of or access to, the harbor other than those authorized by the Federal Government.

Construction Phasing

The proposed development contains two or more phases anticipated to be completed within 5-7 years of development approval, although because this project is dependent on available funding the Development Plan request is to extend the timeframe of this approval for 10 years in accordance with Section 108-203(a).

Phase 1 includes completion of 80% of the park as shown on the plan below. Phase 1 is expected to be substantially complete by March of 2017. To date, the City has secured \$2 million dollars in funding for the amphitheater and also submitted an application for a Restore Act Grant for the property.



The following project phases are proposed:

- Phase I –** Site infrastructure (roadway, utilities, parking), passive recreational areas, new multi-use athletic field, construction of a new Multi-Purpose Center on the site of the proposed Community Center gym, demolition of the Police Athletic League (PAL) building. Relocations will include the stable, the Fort Zackary Taylor State Park entrance and the PAL program.
- Phase II –** Demolition/Renovation of Building 103
- Phase III –** Amphitheater
- Phase IV –** Remaining portions of the Community Center

Plan. Section 108-196(a) of the Land Development Regulations states that “after reviewing a Major Development Plan or a Minor Development Plan for a property and staff recommendations, the Planning Board shall act by resolution to approve, approve with conditions, or disapprove it based on specific development review criteria contained in the Land Development Regulations and the intent of the Land Development Regulations and Comprehensive Plan.”

Planning staff, as required by Chapter 108 of the City Code of Ordinances, has reviewed the following for compliance with the City’s Land Development Regulations and Comprehensive Plan.

Concurrency Management

The City’s Comprehensive Plan Objective 9-1.5 directs the City to ensure that facilities and services needed to support development are available concurrent with the impacts of new development. The analysis considers potable water, sanitary sewer, solid waste, drainage, vehicle trip generation and recreation. Section 94-36 requires a concurrency determination to be made concerning proposed development. The applicant has provided information regarding Concurrency Management and staff has reviewed the information and determined that the proposed project meets the City’s requirements for concurrency management. Please see the attached Concurrency Management Report provided by the applicant within the Application Narrative for further information.

Fire Protection (Section 108-233 (8)):

The Fire Marshall reviewed the proposed development plans at the DRC meeting held on January 31, 2013 and March 20, 2014. The Fire Marshalls Office (FMO) has requested that the applicant coordinate the new locations of fire service distribution systems and that the Restaurant be reviewed and fixed for fire suppression. Additionally the FMO requested access to the Eaton Street access point in the event of emergencies and that the surface be designed to support large emergency vehicles and that the roundabouts be large enough to accommodate their vehicles. The new locations of fire service distribution systems will be coordinated with the City’s FMO as a condition of approval.

Other Public Facilities (Section 108-233 (10)):

Based on the information in the concurrency analysis, the proposed major development plan is not anticipated to increase adverse effects upon public facilities. The implementation of the plan is proposed over a 10 year period and further coordination is required at the time the road is relocated according to the letters provided by FKAA, Keys Electric and the City’s Utility Department at the DRC Meeting. Additional comments received at the first DRC meeting have been addressed through site design modifications early in the design process. Additional coordination will be required to enter into an easement with Keys Electric for access to the electric poles on the adjacent Navy property.

Appearance, Design and Compatibility (Section 108-234):

- 1. Compliance with Chapter 102 – Historic Resources; Chapter 108 Articles III, IV and V - Open Space, Screening and Buffers, Site Plans, and Traffic Impacts:**

The site Plans have been reviewed and issued a certificate of appropriateness that the proposed project is in compliance with relevant sections of Chapter 102. Rehabilitation is proposed to existing historic Building 103 on the site.

The proposed site plan meets requirements for Chapter 108 Article III, Site Plan. Articles IV for Traffic Impacts and Article V for Open Space. Screening and Buffers are addressed below in this report. The City's Engineering Division is concerned about how the two way road on Angela Street may conflict with the Truman Waterfront roadway connectivity plan and additional coordination will be necessary.

2. Compliance with Section 108-956 - Potable water and Wastewater:

The applicant has demonstrated that there is access to potable water and to wastewater disposal systems in the concurrency management report.

3. Compliance with Chapter 110; Article II – Archeological Resources:

The Truman Annex is not known as a significant archaeological site. Although significant historical activities have taken place on the site.

Site Location and Character of Use (Section 108-235):

The proposed development is in compliance with standards set forth in Section 108-235 of the Code as described below.

The proposed uses within the park and the Park itself are compatible with surrounding land uses and the character of the area. The design enhances physical access to the waterfront and other recreational activities. The park is comprised of varying types of open spaces and what are anticipated to be heavily used recreation areas. Because the plan proposes activities and buildings spread in different portions of the park, the proposed plan appears to be compatible with adjacent land uses. For example, the adjacent residential users at the Truman Annex are adjacent to passive recreational activities such as excursive paths and open space areas to minimize noise. The increase in access for multimodal transportation users such as the Petronia Street and Angela Street access points improve connectivity between the adjacent neighborhoods and the various parks, spreading the potential traffic impacts and encouraging alternative transportation. Adequate bicycle, scooter and vehicular parking is provided on the site as anticipated.

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

The development plan design is sensitive to the existing infrastructure and natural landscape within the site and provides compatible connectivity with adjacent neighborhoods, streets, parks, parking areas and pedestrian and bicycle pathways.

The shape and colors of the ocean are reflected and emphasized in the proposed promenade areas. Proposed concrete building materials are compatible with traditional materials utilized by the Navy and the existing Building 103 will be rehabilitated.

Three new structures are proposed including a community recreation center, horse stables and an amphitheater. The structures are proposed to be LEED certified with

additional provisions for rainwater harvesting. The proposed buildings meet the height regulations and will not impede the existing visual access to the waterfront. The structures have harmonious massing and scale characteristics that do not impinge on the surrounding natural landscape.

The proposed design is in compliance with the performance standards stipulated in Sections 108-236 of the City Code.

2. **Appearance of site and structures (Section 108-278):**
The site appears to be in overall compliance with Chapter 108-278 of the City Code as specified above.
3. **Location and screening of mechanical equipment, utility hardware and waste storage areas (Section 108-279):**
Mechanical equipment proposed as part of the buildings shall be adequately screened from view by landscaping as required by the Land Development Regulations. Waste and recycling storage areas will be located throughout the park for collection. The area will be screened from view by a 6' fence and meets the requirements set forth in the above Section.
4. **Utility lines (Section 108-282):**
Existing power lines currently service the area. Further coordination is required at the time the road is relocated. Keys Energy has provided a letter regarding this proposal (Exhibit 14 - DRC Comments).
5. **Commercial and manufacturing activities conducted in enclosed buildings (Section 108-283):**
Commercial activities will take place within the enclosed building except where there is allowed outdoor consumption area associated with the restaurant. No other commercial activities are proposed as part of the project.
6. **Exterior Lighting (Section 108-284):**
The applicant has provided a lighting site plan that also includes proposed lighting design for sidewalk, street and parking lighting. Lighting will be designed to "Dark Sky" lighting standards as a condition of approval. Please see the attached lighting plan on Appendix C. 13 of the site plans.
7. **Signs (Section 108-285):**
No signage plan has been submitted. As a condition of approval the applicant is responsible for designing and submitting a signage plan to the Planning Department for approval that is compatible with Section 108-285 of the Code.
8. **Pedestrian sidewalks (Section 108-286):**
The proposed site design includes extensive new sidewalks that connect parking areas and recreation uses within the park to adjacent land uses. Connectivity design and pedestrian safety has been previously addressed in this report.

9. Loading docks (Section 108-287):

A loading dock has been designed for the south side of the amphitheater facility, see Master Plan. A loading area has also been indicated on the north side of Building 103 to service the proposed museum and restaurant uses.

10. Storage Areas (Section 108-288):

No outdoor storage is proposed; however, the waste handling area proposed has been previously addressed above.

Section 108-241. – Soil survey and Section 108-242. – Environmentally sensitive areas

Please see the Application Narrative pages 27-28

On-Site and Off-Site Parking and Vehicular, Bicycle, and Pedestrian Circulation (Section 108-244):

The site is currently undeveloped and the proposed site development shall be designed to current standards for existing circulation and dimensional requirements, and drainage, and provides safe or organized pedestrian access from the vehicles to the destination. The entire site provides for pedestrian circulation and connectivity. The proposed design addresses the need to separate vehicular uses from pedestrian circulation and reduces the potential safety concerns where the two conflict by adding vehicular speed calming devices, landscape buffering, crosswalks, connecting pedestrian ways and parking areas with sidewalks.

As previously mentioned, two eight foot unidirectional bicycle paths are proposed along either side of the new roadway as shown on the site plans. Bicycle parking stations are proposed to be located throughout the park, with a total amount of 276 bicycle parking spaces available.

The City Code of Ordinances does not provide a parking standard for parks and recreation areas; therefore the parking analysis is based on the independent use requirements within the park. The proposed park uses as they relate to the parking standards are as follows

Parking Table by Use				
Use	Size (sf)	Standard	Required Parking	Bicycle Parking
Historic Building 103	Restaurant - 4700 sf Consumption Area	1 per 45 s.f of Consumption Area;	104 spaces	29 spaces
	Museum – 4,350 sf.	1 per 150 s.f of Assembly Area	29 spaces	
Community Center	10,821 sf Assembly Area	1 per 150 s.f of Assembly Area	72 spaces	35% 25 spaces
Amphitheatre	15,259 sf Assembly Area; 250 fixed seats	1 per 150 s.f of Assembly Area; 1 space for each 5	102 spaces	10% 15

		seats		
Stables	2,525 sf	1 per 300 s.f of Floor Area;	8 spaces	25% 2 spaces
Total Required			366	72
Total Provided			316	276

As depicted in the master plan contained in Appendix C, three public parking lots will be provided within the park. A 66 space public parking lot is planned immediately north of Building 103, 92 parking spaces will be provided near the Angela Street entrance, and 67 parking spaces will be constructed near the community center (on the south side of Presidential Boulevard). Of which 5 spaces in each parking lot shall be dedicated for fuel efficient vehicles. Also included are 36 scooter parking spaces. During special events at either the community center or the amphitheater, the two eight foot wide bike lanes along Presidential Boulevard will be closed and an additional 91 parallel parking spaces created. Hence, the total number of vehicular spaces provided on site includes 316 parking spaces (Appendix C. 1).

Based on the requirements for parking standards the proposed number of parking spaces (316) is short 51 spaces from what is required. As previously mentioned a bicycle substitution variance is requested as part of this development plan. The approval of the bicycle substitution variance is a condition of the approval. Seventy two bicycle parking spaces are required for the project although 276 are proposed. Of those, 204 are proposed to substitute for the 50 additional parking spaces that are required to complete the project.

It is important to note that park guests typically utilize more than one service per visit and therefore the potential for shared parking demand is common. Also notable is that this particular site is located at the beginning (or end) of the Westin Marina and the fort Zachary Taylor State Park within the heart of Old Town Key West where many park visitors arrive using alternative modes of transportation such as walking, riding bicycles, scooters or the trolley.

Additionally, the existing visitor and employee parking areas adjacent to the NOAA/Eco Discovery Center will remain. The new City of Key West surface parking lot planned for the west side of Fort Street near Olivia Street is available for local residential parking.

Housing (Section 108-245):

No housing is proposed as part of the Major Development Plan.

Economic resources (Section 108-246):

No ad valorem tax yield is anticipated from the proposed project as it will be a public recreation facility owned by the City of Key West. The restaurant operations proposed for Building 103 may be leased to a private operator. The restoration and adaptive reuse of Building 103 as an eating establishment in support of park operations will generate sales tax income for the City and the State of Florida. The approximate amount of this revenue stream is not feasible to calculate at this time given the preliminary nature of the building use concept.

The majority of the expenditures on the construction of the project will transact within the City of Key West. The direct construction expenditures will create other induced expenses in the community. These expenses will generate both direct and indirect employment in the City of Key West as a result of the process of construction.

Additionally, during future park operations, direct employment and indirect employment will be generated through required park maintenance and security employment; as well as through the operation of proposed support facilities within the park.

Special Conditions (Section 108-247):

- a) The proposed development is consistent with the zoning district uses and consists of a conditional use for the restaurant. Therefore it does not conflict with the intent of the land development regulations, and is not anticipated to cause any conflict in relation to existing public facilities that are in place.
- b) Portions of the project area are located within the Coastal Construction Control Line; however, no new construction is proposed within this area. The Coastal Construction Control Line is established from the mean high water line to 30' on shore within the area.
- c) N/A
- d) Public access to the shoreline is enhanced by this project.
- e) Two transit stops are proposed as part of the project. Further, the Truman Waterfront Park has been designed to facilitate multimodal transportation access via an open internal circulation roadway with excess pavement width on both sides of the roadway (total roadway width is 40 feet). Four transit stops are located within the park located immediately south of the main entrance (south side of the entry roundabout), and on both sides of Presidential Boulevard between the proposed amphitheater and the community center.
- f) The applicant has proposed LEED certification for Building 103 and the community center additional green features include rainwater harvesting and reuse. Additional green design standards throughout the site include stormwater management design that incorporates grass runoff areas, Dark Sky lighting, and landscape design that minimizes water usage and maximizes canopy trees for surface heat reduction. Several conditions are built into the approval of this development plan that affect the lease for the restaurant as follows:
 1. Reduce vehicular trips to the venue by marketing and promoting multimodal accessibility to the site via website, reservations, etc.
 2. Obtain Green Business Certification
 3. Separate collection of food waste to be donated for compost purposes to the adjacent Community Garden or for onsite reuse
 4. Recycling of all materials collected by waste management
 5. Lessee must obtain a Conditional Approval Permit, subject to annual inspection

- g) The KWPD horse stables are proposed to be elevated from base flood elevation to meet FEMA requirements. The community center shall also be elevated. The area between the bottom floor of the structure and grade is proposed to be left open but buffered by lattice or similar materials approved by the Historic Preservation Planner.
- h) Recreation facilities provided on the site have been previously addressed in this report
- i) As previously discussed, the applicant has coordinated and continues to coordinate with the Navy. Further the applicant has coordinated with numerous local and state agencies regarding use, permitting and potential funding assistance including the DCA, the TDC, state, the DEP, FDOT, City Planning and City FEMA Coordinator regarding the site and drainage plans. Additional coordination with the DEP is required to resolve the final environmental remediation issues in order to lift the deed restrictions and begin digging in the land at all.
- j) Environmental permitting is under way at this time.

The proposed project meets the applicable standards outlined in Section 108-247 of the City Code.

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

The proposed development contains two or more phases anticipated to be completed within 5-7 years of development approval, although because this project is dependent on available funding the Development Plan request is to extend the timeframe of this approval for 10 years in accordance with Section 108-203(a). Phase 1 is expected to be substantially complete by March of 2017. To date, the applicant has secured \$2 million dollars in funding for the amphitheater and also submitted an application for a Restore Act Grant for the property.

The following project phases are proposed:

- Phase I** – Site infrastructure (roadway, utilities, parking), passive recreational areas, new multi-use athletic field, construction of a new Multi-Purpose Center on the site of the proposed Community Center gym, demolition of the Police Athletic League (PAL) building. Relocations will include the stable, the Fort Zackary Taylor State Park entrance and the PAL program.
- Phase II** – Demolition/Renovation of Building 103
- Phase III** – Amphitheater
- Phase IV** – Remaining portions of the Community Center

Open Space, Screening, Buffers and Landscaping (Article V and VI) of Chapter 108:

As part of the design team a Landscape Architect has prepared the proposed Landscape Plan. The Landscape Plan incorporates native materials, clustering of plant material for water conservation, salt tolerant grasses, and canopy trees for surface heat reduction. The plan is intended to retain as much existing tree canopy on site as possible and to supplement it with additional plantings as required by code and driven by desired aesthetics. Screening and buffering is proposed that meets Crime Prevention Through Environmental Design (CEPTED) design standards that help minimize dangerous hiding spaces, isolated areas and promote pedestrian safety.

As a previous naval base, the site contains limited tree cover. The Truman Waterfront Park design includes an existing tree disposition plan that responds to identified on the proposed site design. Where feasible and applicable, on-site trees will be preserved or relocated to other areas of the site as may be required by the new park design. The method to be utilized in the preservation and relocation of trees will be presented as part of the construction documents and for City of Key West permit approval. A tree removal permit will be obtained as required by the City of Key West. (See Appendix C, sheets LT-00 through LT-11).

A landscape plan has been prepared. (See Appendix C, sheets LL-00 through LL-12). The working drawings for the landscape plans will include specifications for landscaping for all areas of the project and will comply with the performance criteria included in Article VI of Chapter 108 of the City of Key West Code of Ordinances. The Tree commission will hear the Landscape Plan and Irrigation Plan on April 8, 2014. Tree Commission approval is a condition of the request

The proposed site plan significantly exceeds the 20% open space requirement.

On August 28, 2011, the applicant requested a waiver from the City Planner to requirements of the Major Development Plan process pursuant to Code Section 108-226 as follows:

- Section 108-413(b)) for Minimum Standards for Landscaping Along the Right-of Way requires a landscaping area of 40 feet in width along the right-of-way for sites over 3 acres.
- Section 108-415(a) for Perimeter Landscape Requirements for Parking Lots requires a perimeter landscaping width of 10 feet for sites over 50,000 square feet
- Section 108-481(a) for Specifications for Plant Material, Trees, requires that palm trees shall not constitute any more that 25% of total number of trees on the site.

On October 12, 2011 the Planning Director issued a waiver for the above requests attached to this report.

The City's Tree Commission is scheduled to review the proposed conceptual Landscape Plan on October 19, 2011. Specific permits for tree removal and relocation or replacement are not part of the request at this time due to the time period between development approval and actual construction. The applicant will continue to seek phased permits from the Tree Commission for tree removal/relocation/replacement closer to the time of implementation. Removal of the invasive Pine Trees currently located on the beach may be requested in the future pursuant to the Code Section 110-254 for Unprotected Trees and EPA regulation.

Attached to this report is a memo from the City's Urban Forester that states that the area of the Whistling Duck Pond and the F.A.A Tower are wetlands not noted on the Landscape Plan. According to the Urban Forester, an upland/wetland jurisdictional line needs to be set for the area. Work within the area requires environmental permitting and possible mitigation.

Off-street Parking and Loading (Article VII) of Chapter 108:

Parking has been previously addressed in this report.

Stormwater and Surface Water Management (Article VIII):

Drainage and surface water plans prepared by a State of Florida registered engineer, Perez Engineering and Development, Inc., are attached as Appendix C, 8). According to comments made at the DRC Meeting by the City's Engineering Division the drainage and surface water management plan meets the required performance criteria as identified in Chapter 110 of the Code of Ordinances. During the process of construction, provisions will be made for the adequate management of on-site surface run-off; erosion control; movement and stockpiling of soil materials; and other actions as may be necessary for the adequate and environmentally conscious construction of the project. There will be adequate management of any other site development impacts that may arise from the construction process. The General Services and Engineering Department has no concerns regarding the proposed Conceptual Drainage Plan (Exhibit 14- DRC Minutes).

Flood Hazard Areas (Division 4 - Sections 108-821 through 108-927):

The site falls on a Special Flood Hazard Area subject to inundation by the 1% (100 year) annual chance flood. The site has two flood zone classifications AE – 7 AE – 8, in addition to Zone X, as indicated in the National Flood Insurance Program Map.

Portions of the existing development lie within the Coastal Construction Control Line (CCCL), which requires that no building shall be constructed within 30 feet of the mean high water line in accordance with Code Section 122-1148(a)2. No new construction is proposed within the CCCL and no changes are proposed to the existing non-conforming structures within the CCCL area.

Utilities (Article IX):

According to information submitted to the Department, FCAA and Keys Energy Services are able to provide utilities to the site; however, further coordination is required at the time that the road is constructed. The proposed development project will use existing utility mains for potable and sewer water and extend existing underground electrical lines. The applicant will also need to coordinate with the utilities department and a Utility Connection Plan is required at the time of development. Landscaping will consist of native species as shown on the proposed landscape plan.

Conditional Use Review

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

Conditional Use Criteria per Code Section 122-62

- (a) Findings:** The Planning Board may find that it meets the Code purpose of ensuring 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.”

The portion of the Park where the restaurant is proposed is within the HPS-1 zoning district, within Building 103. Outdoor consumption area is proposed and will overlook the Truman Harbor. The area surrounding Building 103 has significant open space and recreational activities including an interactive water feature, playground, and parking lot with 106 dedicated vehicular and 84 associated bicycle parking spaces. The proposed restaurant with indoor and outdoor consumption area is proposed to be a maximum of 318 seats and appears to be generally compatible with the intent of the zoning classification that supports land uses accessory to and supportive of the Park. It is anticipated that the restaurant will be leased out and revenues generated will be reinvested in Park maintenance.

The proposed conditional use application for a restaurant with outdoor consumption area shall be in the public interest and shall meet the following criteria as described below:

(b) Characteristics of use:

1) Scale and intensity

- a. **Floor Area Ratio (F.A.R):** The proposed F.A.R for the entire Park is 0.04, significantly less than the 0.8 allowed in the HPS-1 zoning district and 1.0 in the HNC-2 and HRCC-4 zoning districts.
- b. **Traffic Generation:** According to the Institute of Transportation Engineers Trip Generation Manual, 7th Edition, the trip generation of restaurants is 85 trips per 1,000 s.f. based on gross floor area although peak hours average 10 trips per hour. Because of the location of the proposed restaurant in a Park, traffic generation is expected to be largely pedestrian.

The City has conducted a Traffic Impact Analysis that is incorporated into the development plan. The analysis takes into consideration potential traffic generated from the Truman Waterfront Park, the State Park and the Us Navy Base for average conditions and for special events. The analysis found that the proposed parking and roadways are adequate to accommodate the potential traffic from all three uses. Please see the Trip Generation on page 20 of the development application and the Traffic Analysis for a more detailed analysis of the findings. The State’s new entrance point is being designed to accommodate two lanes of traffic and a pedestrian/bike lane. Traffic generating from the State Park uses will be accommodated on the State Park property in response to relocation of the entrance point (Exhibit D -F).

As previously stated The City’s Engineering Division is concerned about how the two way road on Angela Street may conflict with the Truman Waterfront roadway connectivity plan and additional coordination will be necessary.

c. Square Feet of Enclosed Space For Each Specific Use:

Building 103 is approximately 13,748 square feet and will be used as a restaurant, historic museum and bathrooms available to all park users. The proposed total restaurant area is approximately 8,000 s.f with indoor and outdoor a consumption area limited to 318 seats. The proposed historic museum area is proposed to occupy 4,350. The museum use is not part of this conditional use request.

d. Proposed Employment:

It is estimated that 35-50 employees are needed to serve the restaurant operations.

e. Proposed Number of Service Vehicles:

Delivery service vehicles are expected through the parking lot at the rear of the restaurant approximately 3-5 times a week as needed. Garbage pick-up will be from the parking lot as well to be determined on an as needed basis.

f. Off-Street parking:

The proposed parking lot located to the north of the restaurant building has been designed to accommodate 66 vehicles, five of which are priority spaces for fuel efficient vehicles, 12 scooter parking spaces (equivalent to 3 parking spaces) and 84 bicycle parking spaces, that are accommodated in the area. In the parking lot to the south of the entry circle and additional 92 spaces and 12 scooter spaces are provided. Of the 92 spaces, 38 are designed to be dedicated to the restaurant use.

The proposed consumption area of 4,700 square feet limits the amount of seating to 318 seats. The proposal is subject to code requirements for restaurant parking requiring 104 parking spaces (one space for each 45 square feet of consumption area). Although an adequate number of parking spaces are provided to accommodate the restaurant use, as described above, in conjunction with this Development Plan and Conditional Use request, a bicycle substitution variance is requested to convert parking spaces into scooter spaces and thus substitute an additional 72 bicycle parking spaces for the entire Park. The museum use also requires (4,350 sf at one space per 150 s.f of floor area in the assembly hall) resulted in a requirement of 29 spaces, of which only 2 spaces can be accommodated on the site parking lot. However, because the project is only a portion of a Park project there are over 300 parking spaces on the property with over 250 bicycle spaces.

2) On or Off Site Improvements Not Previously Identified

a. Utilities:

Based on comments previously submitted by Keys Energy Services and Florida Keys Aqueduct Authority additional coordination will be needed for new services to the restaurant building. Additional comments are attached to this report and reference the park as a whole.

b. Public facilities:

The application includes a Concurrency Management report and services and utilities have adequate capacity for the proposed restaurant. Please see a more

detailed concurrency report previously described above. As proposed, the site is concurrent with Chapter 94 of the Code.

c. Roadway or Signal Improvements:

New roadways are proposed as part of the park master plan that will provide access to the restaurant. No new signals are proposed although, directional signage is proposed as part of the Park Master Plan. Please see the development plan report for additional information regarding roadway improvements.

d. Accessory Structures or Facilities:

Three main structures are proposed as part of the Park Master Plan. No accessory structures are proposed as part of the restaurant use.

e. Other: All special amenities proposed as part of the Park Master Plan have been previously addressed. No unique facilities or structures are proposed as part of the restaurant use.

3) On-site amenities proposed to enhance the site: Extensive site improvements are proposed as part of the Park Master Plan. The site is currently undeveloped and site amenities are addressed previously in this report. The proposed restaurant will share the building with a historical museum featuring local maritime and cultural history and provide restrooms and shelter for park users. Adjacent to the restaurant is a playground and interactive water feature where families are expected to frequent.

a. Open space:

The site is currently scarified and although under developed has very little vegetated open space areas. The total open space for the Park is over 64%.

b. Setbacks:

The proposed project is in compliance with setback requirements required by the Land Development Regulations and security offset zones required by the Navy.

c. Screening and buffers:

All electrical equipment and garbage will be screened with appropriate fencing and vegetation. Significant vegetative buffers are proposed between the restaurant and other uses within the vicinity.

d. Landscaping berms:

No landscaped berms are proposed as part of the restaurant drainage plan, however the landscape plan includes varying topographic elevations.

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

The majority of the activity associated with the restaurant will be at the rear of the structure at the parking lot and at the front facing the playground and interactive water feature. The structure is significantly setback from other uses and it mostly

within a concrete structure, so noise impacts are not anticipated from the restaurant although traffic is expected to increase. The proposal also includes a waste handling area that is buffered from sight by fencing and landscaping. Garbage will be removed on an as needed basis.

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

1) Land use compatibility:

The proposed conditional use, in conjunction with the proposed Major Development Plan, is compatible with the nearby Military, park, residential and institutional land uses. The proposed restaurant is significantly setback from the nearest residential uses, buffered by significant landscaping, is located inside an existing historic Navy structure and no alterations are proposed to the scale of the building. Further, the intensity of the restaurant, which occupies only on half of the building, limits potential maximum intensity of the use. Although traffic currently traverses the site in order to reach the Naval bases and the State Park, impacts to the entire park are expected to increase as a result of the restaurant and new Park. Alternative transportation is encouraged by the overall site plan which is designed to facilitate multimodal transportation needs through the park, including bicycle and pedestrian circulation modes, bus and tourist transportation mode access, and adequate parking is proposed for the use.

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

The building is over 8,000 square feet on a 28 acre park site. Only four buildings are proposed on the site, leaving over 18 acres of open space. Building 103 is not proposed to be expanded as part of this application although outdoor seating is proposed.

The proposed Major Development Plan significantly exceeds and increases open space requirements. The site has adequate size and site specifications to accommodate the proposed outdoor consumption area and amenities such as screening, buffers, traffic circulation, concurrency management, sidewalks, bathrooms, site access, and parking needs.

3) Proper use of mitigative techniques:

The proposed plan for the restaurant has been designed to incorporate mitigative techniques to buffer impacts, such as vegetation for noise, visual impacts and heat gain. Additionally, the plan includes adequate bicycle and vehicular parking for the proposed restaurant and provides adequate access for visitors using alternative transportation. The solid waste storage area is proposed to be screened with fencing and vegetation. Adverse impacts are not expected to negatively affect community infrastructure.

4) Hazardous waste:

No hazardous waste shall be generated by this conditional use.

5) Compliance with applicable laws and ordinances:

The proposed development will comply with all applicable laws and regulations as a condition of approval.

6) Additional Criteria Applicable to Specific Land Uses:

Applicants shall demonstrate the proposed conditional use satisfies the following criteria:

a. Land Uses Within a Conservation Area:

N/A

b. Residential Development:

N/A

c. Commercial or Mixed Use Development:

The proposed restaurant is located squarely within the park with compatible adjacent park uses such as a museum, playground, interactive water feature and associated parking lot. The closest residential uses are approximately xx feet from the concrete building structure and the restaurant use buffered by a museum within the building, a fence, roadway and vegetation. The department has not received any concerns about the proposed restaurant use to date.

d. Development Within or Adjacent to Historic District:

As previously mentioned an application for demolition, site plan and material review was reviewed and approved by the Historical Architectural Review Committee on February 24, 2014, through Certificate of Appropriateness No. H14-01-0233. A second HARC Meeting will be held in the future when the architectural drawings for the structures are fully developed.

e. Public Facilities or Institutional Development:

N/A

f. Commercial Structures, Uses and Related Activities Within Tidal Waters:

N/A

g. Adult Entertainment Establishments:

N/A

RECOMMENDATION:

The Planning Department, based on the criteria established by the Comprehensive Plan and the Land Development Regulations, recommends the request for a Major Development Plan and Conditional Use be **approved** with the following conditions:

1. That the associated bicycle substitution variance is approved by the Planning Board.
2. Navy:
 - a. The existing planned shared pedestrian/auto pathway making use of the existing East Quay shall be modified to eliminate automobile access and a drivable access

- way from the existing Eaton Street easement area southward to and through the parking lot north of Building 103 shall be implemented separately. This drivable access way will be placed to immediately border the Park boundary with the Truman Annex residential property. The easement dedicated to the Navy from Eaton Street to the Quay will be eliminated, and be replaced with an easement for the new access way. This redefined access way will provide the assured and agreed upon vehicular access way for the Navy from the area of the Eaton Street easement southward to the Southard Street extension into the park.
- b. The City will continue to coordinate with the Navy during cruise ship operations, including, but not limited to, pedestrian, trolley, bus, Chandler support, and train staging, etc., to ensure that there is no impact to the military mission.
 - c. The City will continue discussions with the Navy regarding the option of a joint use Entrance Control Point (ECP) structure and any proposed structures in the vicinity of the ECP will be coordinated with the Navy to ensure clear line of site and compliance with Anti-Terrorism Force Protection (ATFP) standoffs and security requirements.
 - d. A standard operating agreement to define coordination and planning solutions to move military vehicles and equipment through the park complex during urgent or special events shall be concluded before completion of phase 1 construction (road realignment plan) of the Park. This can be assured as a condition of the Major Development Plan approval through a Memorandum of Agreement.
 - e. The easements will be reviewed, updated and/or eliminated through coordination with the Navy as part of the Phase 1 construction documents within 180 days of development plan adoption. This approach will ensure the accuracy of the associated surveys and thus the easement documentation.
 - f. In the event that City and Navy have coordinated the use of City property for special events, the coordination efforts will be done to ensure that military operations are not impacted.
 - g. Once the lighting plan has been finalized, the City will conduct an informal lighting study with NAS Key West to determine potential impacts to the military mission. Additionally, the City will coordinate the potential impacts of the proposed lighting on the Navigation Range Markers with the Navy Port operations and local Harbor Pilots. The proposed lighting plans will meet Dark Sky standards that require fixtures to focus light on the ground and not spill off the site.
 - h. After plan adoption the LRA will transmit the development plan for final Navy review subject to the 2002 Quit Claim Deed.
3. An easement is required to be executed with Keys Energy for access to electric poles along Navy boundary on the southern edge of the property.
 4. For all elevated structures, areas between the bottom floor of the structure and grade must be buffered by lattice or similar materials approved by the Historic Preservation Planner and fully landscaped.
 5. Building construction on the site including the development of the amphitheater, community center and building 103 shall at a minimum be LEED certified consistent with Comprehensive Plan Policy 1-1.1.6 that requires a green building certification of the highest standard.

6. That rainwater be captured from all building roof surfaces into adequate sized containers and redistributed for onsite irrigation purposes using ARCSA standards.
7. That if permanent irrigation system is required that the system be built to ARCSA standards.
8. Lighting shall be designed to “Dark Sky” lighting standards and shall meet energy efficiency standards established by an accepted third party environmental standard consistent with F.S Chapter 255.2575(2).
9. Tree Commission approval is required for the overall Landscape Plan in addition to each phase of the removal/relocation and replacement of vegetation based upon the approved Landscape Plan.
10. The complete set of plans dated March 4, 2014 are hereby adopted and incorporated herein.
11. That the proposed two way traffic direction on Angela Street be coordinate with the adopted Truman Waterfront Connectivity Plan.
12. Emergency call boxes are distributed throughout the site in coordination with the KWPD.
13. Fire hydrant locations are coordinated with KWFD.
14. Two electric vehicle charging stations are installed at three points within the park.
15. The lease for the restaurant for Building 103 shall contain the following provisions:
 - a) That the business establish and maintain a marketing plan on order to reduce vehicular trips to the venue promoting multimodal accessibility to the site via website, reservations, etc.
 - b) That the lessee obtain a Green Business Certification.
 - c) That the business separate the collection of food waste to be donated for compost purposes at the adjacent Community Garden or for onsite reuse.
 - d) That the business recycle all materials collected by waste management.
 - e) Lessee must obtain a Conditional Approval Permit, subject to annual inspection.

Attachments:

- Exhibit 1 - 1997 the BRAC Master Plan
- Exhibit 2 - 2002 MOU and Quit Claim Deed
- Exhibit 3 - Meisel & Spottswood Conceptual Plan
- Exhibit 4 - Resolution 10-265
- Exhibit 5 – Resolution 12-129
- Exhibit 6 – BVRAC, TWAB and LRA Adopted Master Plan, Resolution 12-285
- Exhibit 7 - Focus Group Datum
- Exhibit 8 - 2013 Development Plan
- Exhibit 9 - DRC Minutes
- Exhibit 10 - Navy Response Letter and City Response to Navy
- Exhibit 11 - DEO Final Order Ordinance 13-25

Draft Resolution

RESOLUTION NUMBER 2014-xx

APPROVAL FOR A MAJOR DEVELOPMENT PLAN AND CONDITIONAL USE FOR THE DEVELOPMENT OF THE TRUMAN WATERFRONT PARCEL (RE# 00001630-001000, AK 9038855; RE# 00001630-001100, AK# 9038866) LOCATED IN THE HISTORIC PUBLIC SERVICE AND SEMIPUBLIC SERVICE -1 (HPS-1), HISTORIC MEDIUM DENSITY RESIDENTIAL (HMDR), HISTORIC RESIDENTIAL COMMERCIAL CORE - 4 (HRCC-4) AND THE HISTORIC NEIGHBORHOOD COMMERCIAL - 2 (HNC-2) ZONING DISTRICTS PURSUANT TO SECTION 108-91(A.) (2.) B. AND C. AND 122-61 OF THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF KEY WEST, FLORIDA

WHEREAS, the subject property is located in the Historic Public Service and Semipublic service – Truman Waterfront (HPS-1), the HMDR, the HRCC-4 and the HNC-2 zoning district; and

WHEREAS, Section 108-91 of the Code of Ordinances provides that within the Historic District a Major Development Plan is required for addition or reconstruction of equal to or greater than 2,500 s.f of gross floor area and the addition of outdoor activity or similar activities equal or greater than 5,000 square feet; and

WHEREAS, the applicant proposed a Master Plan with associated Draft Landscape Plan and Civil Drainage Plan to develop the Truman Waterfront Park Master Plan; and

_____ Chairman

_____ Planning Director

WHEREAS, Section 108-196(a) requires the Planning Board to review and approve, approve with conditions, or deny the proposed Major Development Plan; and

WHEREAS, this matter came before the Planning Board at a duly noticed public hearing on March 20, 2014; and

WHEREAS, the granting of a Major Development Plan application is consistent with the criteria of the Code of Ordinances; and

WHEREAS, the granting of a Major Development application is in harmony with the general purpose and intent of the Land Development Regulations, and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare; and

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

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

Section 2. That a Master Plan for the development of the Truman Waterfront Park located in the HPS-1, HMDR, HRCC-4 and HNC-2 zoning districts per Section 108-91 of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida (RE#

_____ Chairman

_____ Planning Director

00001630-001000, AK 9038855; RE# 00001630-001100, AK# 9038866), as shown in the attached plans dated March 4, 2014 with the following conditions of approval:

1. That the associated bicycle substitution variance is approved by the Planning Board.
2. Navy:
 - a. The existing planned shared pedestrian/auto pathway making use of the existing East Quay shall be modified to eliminate automobile access and a drivable access way from the existing Eaton Street easement area southward to and through the parking lot north of Building 103 shall be implemented separately. This drivable access way will be placed to immediately border the Park boundary with the Truman Annex residential property. The easement dedicated to the Navy from Eaton Street to the Quay will be eliminated, and be replaced with an easement for the new access way. This redefined access way will provide the assured and agreed upon vehicular access way for the Navy from the area of the Eaton Street easement southward to the Southard Street extension into the park.
 - b. The City will continue to coordinate with the Navy during cruise ship operations, including, but not limited to, pedestrian, trolley, bus, Chandler support, and train staging, etc., to ensure that there is no impact to the military mission.
 - c. The City will continue discussions with the Navy regarding the option of a joint use Entrance Control Point (ECP) structure and any proposed structures in the vicinity of the ECP will be coordinated with the Navy to ensure clear line of site and compliance

_____ Chairman

_____ Planning Director

with Anti-Terrorism Force Protection (ATFP) standoffs and security requirements.

- d. A standard operating agreement to define coordination and planning solutions to move military vehicles and equipment through the park complex during urgent or special events shall be concluded before completion of phase 1 construction (road realignment plan) of the Park. This can be assured as a condition of the Major Development Plan approval through a Memorandum of Agreement.
- e. The easements will be reviewed, updated and/or eliminated through coordination with the Navy as part of the Phase 1 construction documents within 180 days of development plan adoption. This approach will ensure the accuracy of the associated surveys and thus the easement documentation.
- f. In the event that City and Navy have coordinated the use of City property for special events, the coordination efforts will be done to ensure that military operations are not impacted.
- g. Once the lighting plan has been finalized, the City will conduct an informal lighting study with NAS Key West to determine potential impacts to the military mission. Additionally, the City will coordinate the potential impacts of the proposed lighting on the Navigation Range Markers with the Navy Port operations and local Harbor Pilots. The proposed lighting plans will meet Dark Sky standards that require fixtures to focus light on the ground and not spill off the site.

_____ Chairman

_____ Planning Director

- h. After plan adoption the LRA will transmit the development plan for final Navy review subject to the 2002 Quit Claim Deed.
3. An easement is required to be executed with Keys Energy for access to electric poles along Navy boundary on the southern edge of the property.
 4. For all elevated structures, areas between the bottom floor of the structure and grade must be buffered by lattice or similar materials approved by the Historic Preservation Planner and fully landscaped.
 5. Building construction on the site including the development of the amphitheater, community center and building 103 shall at a minimum be LEED certified consistent with Comprehensive Plan Policy 1-1.1.6 that requires a green building certification of the highest standard.
 6. That rainwater be captured from all building roof surfaces into adequate sized containers and redistributed for onsite irrigation purposes using ARCSA standards.
 7. That if permanent irrigation system is required that the system be built to ARCSA standards.
 8. Lighting shall be designed to “Dark Sky” lighting standards and shall meet energy efficiency standards established by an accepted third party environmental standard consistent with F.S Chapter 255.2575(2).
 9. Tree Commission approval is required for the overall Landscape Plan in addition to each phase of the removal/relocation and replacement of vegetation based upon the approved Landscape Plan.

_____ Chairman

_____ Planning Director

10. The complete set of plans dated March 4, 2014 are hereby adopted and incorporated herein.
11. That the proposed two way traffic direction on Angela Street be coordinate with the adopted Truman Waterfront Connectivity Plan.
12. Emergency call boxes are distributed throughout the site in coordination with the KWPD.
13. Fire hydrant locations are coordinated with KWFD.
14. Two electric vehicle charging stations are installed at three points within the park.
15. The lease for the restaurant for Building 103 shall contain the following provisions:
 - a) That the business establish and maintain a marketing plan on order to reduce vehicular trips to the venue promoting multimodal accessibility to the site via website, reservations, etc.
 - b) That the lessee obtain a Green Business Certification.
 - c) That the business separate the collection of food waste to be donated for compost purposes at the adjacent Community Garden or for onsite reuse.
 - d) That the business recycle all materials collected by waste management.
 - e) Lessee must obtain a Conditional Approval Permit, subject to annual inspection.

Section 3. That the timeline for expiration of this Development Plan is approved for phasing for a maximum of 10 years. Full, complete, and final application for all permits required for which this resolution is wholly or partly necessary, shall be submitted in its entirety within 10 years after the date hereof.

_____ Chairman

_____ Planning Director

Section 4. This Major Development Plan application approval by the Planning Board does not constitute a finding as to ownership or right to possession of the property, and assumes, without finding, the correctness of the applicant's assertion of legal authority respecting the property.

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

Section 6. This resolution is subject to appeal periods as provided by the City of Key West Code of Ordinances (including the Land Development Regulations). After the City appeal period has expired, this permit or development order will be rendered to the Florida Department of Community Affairs. Pursuant to Chapter 9J-1, F.A.C., this permit or development order is not effective for forty five (45) days after it has been properly rendered to the DCA with all exhibits and applications attached to or incorporated by reference in this approval; that within the forty five (45) day review period the DCA can appeal the permit or development order to the Florida Land and Water Adjudicatory Commission; and that such an appeal stays the effectiveness of the permit until the appeal is resolved by agreement or order.

Read and passed on first reading at a regularly scheduled meeting held this 20th day of March, 2014.

_____ Chairman

_____ Planning Director

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

Richard Klitenick, Chairman
Key West Planning Board
Date

Attest:

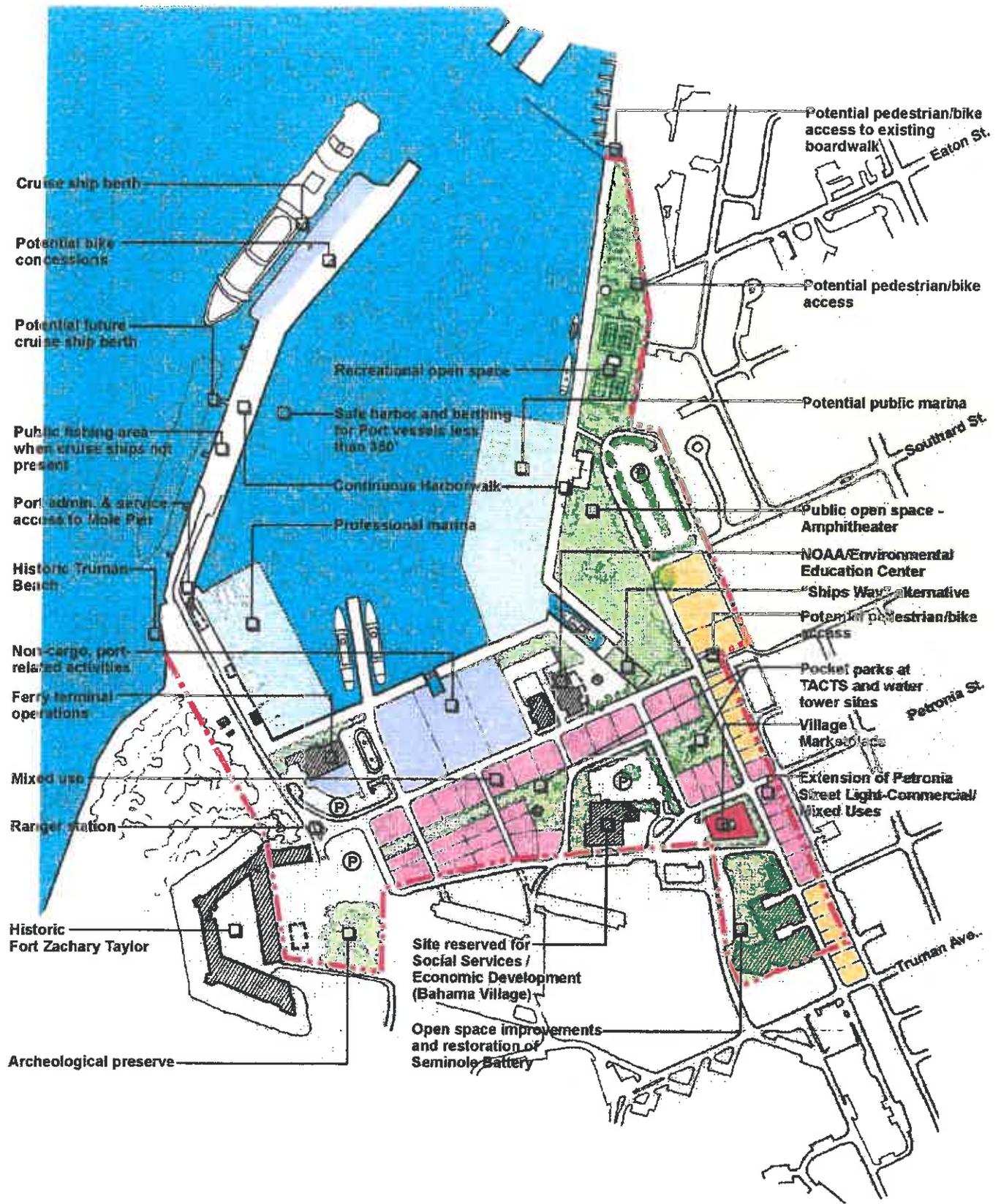
Donald Leland Craig, AICP
Planning Director
Date

Filed with the Clerk:

Cheryl Smith, City Clerk
Date

_____ Chairman
_____ Planning Director

Exhibit 1



Legend

- SITE BOUNDARY
- Ⓟ PARKING

**Figure VI.1
Concept Plan
TRUMAN WATERFRONT
KEY WEST FINAL BASE REUSE PLAN**



Exhibit 2

QUITCLAIM DEED

78

MONROE COUNTY
OFFICIAL RECORDS
FILE #1338203
BK#1839 PG#410
RCD Dec 09 2002 09:40AM
DANNY L KOLHAGE, CLERK
DEED DOC STAMPS 0.70
12/09/2002 FP DEP CLK

QUITCLAIM DEED

STATE OF FLORIDA)
)
COUNTY OF MONROE)

THIS INDENTURE made this 3rd day of December, 2002, between the UNITED STATES OF AMERICA, (hereinafter called "GRANTOR" or "GOVERNMENT"), acting by and through the Department of the Navy, Southern Division, Naval Facilities Engineering Command and the City of Key West, a public body, corporate and politic, created and organized under the laws of the State of Florida, (hereinafter called "GRANTEE", "Local Redevelopment Authority" or "LRA").

WHEREAS, the Secretary of the Navy may convey surplus property at a closing or realigning installation to the Local Redevelopment Authority for economic development purposes pursuant to Section 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990 (P.L. 101-510), 10 U.S.C. §2687 note, as amended, and the implementing regulations of the Department of Defense (32 CFR Part 175); and

WHEREAS, GRANTEE by application dated 7 October 2002, requested an Economic Development Conveyance (EDC) of approximately 32.98 acres, known as the Truman Waterfront/Trumbo Road Properties located at the Naval Air Facility, Key West, Florida, hereinafter referred to as the "PROPERTY", consistent with the redevelopment plan prepared by the GRANTEE; and

WHEREAS, the GRANTOR has recognized the GRANTEE as the Local Redevelopment Authority (LRA) and is willing to convey the PROPERTY for nominal monetary consideration pursuant to and in accordance with the above-referenced laws and regulations; and

WHEREAS, the PROPERTY hereby conveyed has been declared surplus to the needs of the UNITED STATES OF AMERICA, is presently under the jurisdiction of the Secretary of the Navy, is available and authorized for disposal by the Secretary of the Navy, acting pursuant to the above referenced laws and regulations; and

WHEREAS, the GRANTOR executed a Finding of Suitability for Transfer ("FOST") dated December 3, 2002 as necessary to provide the covenants required by Section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA"), 42 U.S.C. § 9620(h), although nothing in this Indenture shall be construed to increase, decrease or otherwise modify the responsibilities of GRANTOR, if any, and/or the rights of GRANTEE, its successors and assigns, if any, with respect to the FOST.

WITNESSETH,

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00), plus other good and valuable consideration, to GRANTOR in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, has released and quitclaimed to the GRANTEE, its successors and assigns, without warranty, express or implied, except as required by Title 42, United States Code, Section 9620(h), under and subject to the covenants, terms, reservations, conditions, restrictions, and easements, as set forth herein, all right, title, interest, claim, and demand which the GRANTOR has in and to that certain PROPERTY, containing approximately 32.31 acres, situated in the County of Monroe, in the State of Florida, formerly part of and known as Naval Air Facility, Key West, Florida, described in EXHIBITS "A" and "A-1", attached hereto and incorporated herein by reference, including improvements, related personal property, but excluding any groundwater test wells and other remediation equipment or fixtures located thereon and excluding utility infrastructure located within reserved easements described herein.

NOW THEREFORE, by the acceptance and recording of this Deed in the public records of Monroe County, Florida and as part of the consideration of this conveyance, the GRANTEE, for itself, its successors and assigns, agrees to comply with the covenants, terms, restrictions, conditions, reservations, and easements contained within this Indenture, which shall run with the land in perpetuity unless otherwise released by GRANTOR. The Marketable Record Title Act does not effect or extinguish any rights created by the Restrictive Covenants (§712.03(8), Florida Statutes, effective July 1, 2000). The covenants, terms, reservations, restrictions, conditions and easements contained in this Deed shall be inserted by the GRANTEE verbatim, or by express reference in any deed or other

legal instrument, by which GRANTEE divests itself of either the fee simple title or any other lesser estate in the PROPERTY, or any portion thereof, with the requirement that any subsequent transferee assumes all of the obligations accepted by the GRANTEE under the provisions of this Deed with respect to the PROPERTY.

The failure of the GRANTOR to insist in any one or more instances upon complete performance of or compliance with any of the covenants, conditions, reservations, restrictions, easements or terms in this Deed shall not be construed as a waiver or a relinquishment of the future performance of or compliance with any such covenants, conditions, reservations, restrictions, easements or terms, and the obligations of the GRANTEE, its successors and assigns, with respect to such future performance and compliance shall continue in full force and effect.

GRANTEE further acknowledges and understands the following notifications:

1. GRANTOR and GRANTEE have jointly inspected the Boat Ramp Area as set forth in EXHIBIT "B" and together agree that the Boat Ramp Area is in good and serviceable condition for its intended use as of the date of this transfer.

2. GRANTEE acknowledges GOVERNMENT's authority to implement appropriate security procedures for Truman Harbor and the landward standoff portion of the PROPERTY to satisfy required Anti-Terrorism Force Protection Conditions as dictated by national security demands ("AT/FP Measures"). Generally, the GOVERNMENT will require minimum standoff distances of 100-feet landward and 100-yards seaward from all GOVERNMENT vessels and 100-yards seaward from all GOVERNMENT property. These minimal standoff distances do not apply to watercraft using the Boat Ramp Area. These standoff distances will apply to GOVERNMENT vessels moored in Truman Harbor or on the Outer Mole. In the event of heightened security conditions, implementation of some procedures may result in curtailed or reduced non-government access via water to Truman Harbor for periods of time. Additional security measures may include, but are not limited to, inspection of vessels or boats entering the harbor, escort of vessels or boats in the Harbor, and placement of water-borne barriers or booms. Non-routine security measures such as evacuation of the Harbor and its

adjacent shores would be undertaken in conjunction with local civil authorities and only when necessitated by emergent conditions. The GOVERNMENT will take into consideration reasonable measures proposed by the LRA to accommodate LRA development and use of the Truman Harbor Area Development Zone, provided such measures are consistent with the level of security determined necessary by the GOVERNMENT. Outside of the 100-foot landward standoff distance from GOVERNMENT vessels, the GOVERNMENT asserts and the LRA acknowledges the GOVERNMENT's sovereign authority to implement non-routine security measures as may be necessitated by emergent conditions as permitted under Federal law and in conjunction with local civil authorities.

3. GRANTEE recognizes the GOVERNMENT's right of navigational servitude. GRANTEE, its lessees, or invitees, successors and assignees shall not interfere with or prohibit safe ship and/or small craft operations by the GRANTOR, or its agents. GRANTEE shall not conduct any operations or construct any improvements within Truman Harbor outside of the area marked as "Truman Harbor Area Development Zone" as set forth in EXHIBIT "B", or within the Trumbo Road Restricted Development Zone as set forth in EXHIBIT "C".

A. RESERVING unto GRANTOR and its assigns the following easements:

1. A perpetual right of ingress, egress and use of the Boat Ramp Area. GRANTEE will maintain and operate the Boat Ramp Area in the condition as accepted and acknowledged during the joint inspection for the use and accommodation of LRA sponsored vessels and the use and accommodation of GOVERNMENT vessels or vessels on behalf of the GOVERNMENT. The GOVERNMENT will be responsible for the repair of damages to the Boat Ramp Area that results from GOVERNMENT use, to the extent required by applicable laws and subject to the availability of appropriated funds, provided that in no event will the GRANTEE be obligated to repair any portion of the Boat Ramp Area damaged by the GOVERNMENT.

2. Perpetual access road easement(s) for ingress and egress over, across, under and through the PROPERTY as described in attached EXHIBIT "D".

3. Perpetual access road easement to Eaton Street extension, as described in attached EXHIBIT "E".

4. Perpetual access road easement to Trumbo road as described in attached EXHIBIT "F".

5. Perpetual right of ingress and egress to the Water Tower Parcel, as shown in attached EXHIBIT "G".

6. Perpetual easements including ingress and egress for the construction, repair, replacement, maintenance and operation of the following utility lines:

a. Electrical Line easement as described in attached EXHIBIT "H".

b. Sanitary Sewer Line easement as described in attached EXHIBIT "I".

c. Communication Line easement as described in attached EXHIBIT "J".

d. Storm Water easement as described in attached EXHIBIT "K".

e. Potable Water Line easement as described in attached EXHIBIT "L".

f. Fuel Line easement as described in attached EXHIBIT "M".

g. A sanitary sewer line easement in the vicinity of Trumbo road as described in attached EXHIBIT "N".

B. Development and Use Restrictions and Covenants

GRANTEE covenants to comply with the following development restrictions on the PROPERTY to avoid interference with GOVERNMENT's security and operational activities on the retained property in the Truman Annex area including but not limited to the Mole Pier.

1. GRANTEE shall not permit or construct any improvements within 50 feet of the property line abutting GOVERNMENT's property, with the exception of the TACTS TOWER, where GRANTEE shall not permit or construct any

improvements within 20 feet of the property line around the TACTS TOWER. Notwithstanding this, GRANTEE may install roadways, walkways, and low-level vegetation in this area. Through the procedure described in paragraph 9 herein below, GRANTEE may apply for a variance from this restriction that does not, in the judgment of the GOVERNMENT, impair its security and operations.

2. GRANTEE, upon electing to relocate GOVERNMENT vessels to the East Quay Berthing Area, shall not permit or construct improvements within 100 linear feet landward of the northern 711 linear feet of East Quay Berthing Area as shown in EXHIBIT "B". Notwithstanding this prohibition on improvements, GRANTEE may install roadways, walkways, and low-level vegetation in this area. Through the procedure described in paragraph 9 herein below, GRANTEE may apply for a variance from this restriction that does not, in the judgment of the GOVERNMENT, impair its security and operations. In the event the LRA and the GOVERNMENT elect to relocate a GOVERNMENT vessel to the East Quay Berthing Area after improvements have been constructed, a 100 linear foot landward exclusive GOVERNMENT use zone shall be established.

3. GRANTEE shall not permit any improvement that exceeds an elevation greater than 35 feet above the crown of the closest road except where controlled by existing easements.

4. GRANTEE shall not permit obstructions or improvements to be placed in the Boat Ramp Area or use it in any way that would prohibit or interfere with GRANTOR's right of access and use of the Boat Ramp Area for its intended purpose of boat launching and recovery.

5. GRANTEE shall not permit facilities or operations on the PROPERTY that would create Radio Frequency Interference (RFI) with GOVERNMENT communication operations, without the prior written approval of the GOVERNMENT. Known RFI activities that are prohibited shall include but are not limited to commercial radio transmitters and arc welding shops. However, normal small craft radio systems or cell phone use is not prohibited.

6. GRANTEE shall not permit commercial or recreational aviation activities or their related support functions on the PROPERTY.

7. GRANTEE shall not allow use of the PROPERTY to permit any improvements to be built within Truman Harbor outside of the "Truman Harbor Area Development Zone" as set forth in EXHIBIT "B".

8. GRANTEE shall not allow use of the PROPERTY to permit any improvements to be built within the "Trumbo Road Restricted Development Zone" as set forth in EXHIBIT "C".

9. Grantee will submit all plans for development of the PROPERTY (LRA Development Plans) to the GOVERNMENT for review and concurrence that the proposed development or use of Truman Harbor and the PROPERTY will not interfere with GOVERNMENT security or operations. The LRA Development Plans shall (1) provide sufficient information for the GOVERNMENT to conduct its review and generally shall include the types of information set forth in EXHIBIT "O", and (2) provide for all types of development or improvements on the PROPERTY including the relocation of existing roads, utilities and other improvements and waivers of express development and use restrictions. GOVERNMENT review will be conducted within ninety (90) days of submittal and GOVERNMENT concurrence shall not be unreasonably withheld. If the GOVERNMENT identifies any conflict with express development and use restrictions and agreements or any interference or potential interference, that the LRA's Development Plans may cause to GOVERNMENT security or operations in the Key West vicinity, the GOVERNMENT shall inform the GRANTEE and the GOVERNMENT and GRANTEE shall work to identify what, if any, modifications can be made to enable the LRA's Development Plans to proceed. The GOVERNMENT hereby designates Commanding Officer, Naval Air Facility, Key West, or his/her successor, as its agent to review for concurrence of the LRA Development Plans.

10. GRANTEE agrees and acknowledges that the GOVERNMENT assumes no liability to the GRANTEE or its sublessees, licensees or successors and assigns should implementation of any of the above security procedures or the denial of any of the LRA's Development Plans interfere with or disrupt the use of the PROPERTY or GRANTEE operations in Truman Harbor or result in any damages or economic hardships to the GRANTEE or its sublessees, licensees, successors and assigns. GRANTEE, its sublessees, licensees, successors and assigns shall have no

claim of account of any such interference against the GOVERNMENT or any officer, agent, employee or contractor thereof. This provision applies only to claims and liability that may arise on or from the PROPERTY and Truman Harbor.

C. Contamination in excess of the Florida Department of Environmental Protection (FDEP) residential cleanup target levels (F.A.C. 777) remain on portions of the PROPERTY; therefore, GRANTOR hereby imposes the following use restrictions on those portions of the PROPERTY hereinafter referred to as the "Restricted Area(Land Use Controls)" as set forth in EXHIBITS "P" and "P-1":

1. GRANTEE shall not tamper with or damage groundwater monitoring and/or soil monitoring and/or remediation systems (including pumps, wells, piping, utilities and associated appurtenances) of GRANTOR on Restricted Area(Land Use Controls) as set forth in EXHIBITS "P" and "P-1".

2. GRANTEE shall not install wells or extract groundwater on Restricted Area(Land Use Controls) as set forth in EXHIBIT "P". Construction related groundwater dewatering conducted in accordance with applicable State regulations is specifically authorized.

3. GRANTEE, on behalf of its lessees, licensees, successors and assigns, covenants that it shall not hinder or prevent the GOVERNMENT from constructing, upgrading, operating, maintaining and monitoring any groundwater and/or soil treatment facilities and/or groundwater monitoring network or engage in any activity that will disrupt or hinder further remedial investigation, response actions or oversight activities on Restricted Area(Land Use Controls) as set forth in EXHIBITS "P" and "P-1" or adjoining areas within the PROPERTY.

4. The GRANTEE shall not permit residential or agricultural use on the Restricted Area(Land Use Controls) as set forth in EXHIBITS "P" and "P-1". Residential use includes but is not limited to housing, child care and pre-school facilities and recreational camping and playground.

5. The GRANTEE shall comply with the provisions of any health and safety plan put into effect by the GOVERNMENT in connection with any ongoing or future

environmental investigative and/or remedial activities to be undertaken by the GOVERNMENT on the Restricted Area(Land Use Controls) as set forth in EXHIBITS "P" and "P-1".

6. The GRANTEE shall perform annual inspections of the PROPERTY to ensure that all land use controls are being complied with and provide a written report to GRANTOR certifying such compliance for as long as maintenance is required at the identified sites.

D. NOTICES, COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS

1. Notice of Environmental Condition:

For each hazardous substance stored on the PROPERTY for one (1) year or more, or known to have been released or disposed of on the PROPERTY, EXHIBIT "Q", which is attached hereto and made a part hereof, provides notice of the type and quantity of such hazardous substances at the time at which such storage, release or disposal took place to the extent such information is available on the basis of a complete search of agency files by GRANTOR, and of all response actions taken to date to address such hazardous substances. The information contained in this Notice is required under 42 U.S.C. § 9620(h)(3)(A).

2. This Notice of the Presence of Asbestos-Containing Materials (ACM) - Warning is given in accordance with 41 Code of Federal Regulations Part 101-47.304-13. The GRANTEE, and each of its successors and assigns, is warned that the structures and improvements remaining on the PROPERTY may contain asbestos-containing materials both on their exterior and/or interior areas. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

The GRANTEE, and each of its successors and assigns, covenants and agrees that in its use and occupancy of the

PROPERTY (including demolition and disposal of existing improvements), it will comply with all applicable Federal, state, and local laws relating to asbestos-containing materials ("ACM"). Also, the GRANTOR assumes no liability for damages for personal injury, illness, disability, or death to the GRANTEE, or to GRANTEE's successors, assigns, employees, invitees, or any other person, including members of the general public, arising from or incident to the future purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with ACM on the PROPERTY after the date of this Indenture, whether the GRANTEE, its successors or assigns, has properly warned or failed to properly warn the individual(s) injured. Consistent with the foregoing, GRANTEE and its successors and assigns shall not have liability for (i) any violations of laws or regulations relating to ACM occurring prior to the date of this Indenture, or (ii) any releases of or exposures to ACM occurring before the date of this Indenture.

3. Lead-Based Paint: The GRANTOR represents after diligent inquiry, and the GRANTEE, and each of its successors and assigns, acknowledges, that all portions of the improvements on the PROPERTY subject to this Indenture may include lead-based paint ("LBP") as of the date of this Indenture. The GRANTEE, and each of its successors and assigns, covenants and agrees that in its use and occupancy of the PROPERTY (including demolition and disposal of existing improvements), it will comply with all applicable Federal, state, and local laws relating to LBP. Also, the GRANTOR assumes no liability for damages for personal injury, illness, disability, or death to the GRANTEE, or to GRANTEE's successors, assigns, employees, invitees, or any other person, including members of the general public, arising from or incident to the future purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with LBP on the PROPERTY after the date of this Indenture, whether the GRANTEE, its successors or assigns, has properly warned or failed to properly warn the individual(s) injured. Consistent with the foregoing, GRANTEE and its successors and assigns shall not have liability for (i) any violations of laws or regulations relating to LBP occurring prior to the date of this Indenture, or (ii) any releases of or exposure to LBP occurring before the date of this Indenture.

4. In accordance with the requirements and limitations contained in 42 United States Code §§ 9620(h)(3)(A), the GRANTOR hereby warrants that:

a. all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the PROPERTY has been taken, and

b. any additional remedial, response, or corrective action found to be necessary after delivery of this Indenture shall be conducted by the GRANTOR.

5. Right of Access: In accordance with the requirements and limitations contained in Title 42 U.S.C. §9620(h), GRANTOR expressly reserves all reasonable and appropriate rights of access to the PROPERTY described herein when remedial action, response action, or corrective action is found to be necessary in accordance with applicable Federal, State and local environmental laws, after delivery of this Indenture. In non-emergency circumstances, GRANTOR shall give GRANTEE, its successors and assigns, reasonable prior written notice of its intention to enter the PROPERTY for the purposes set forth herein and shall cooperate with GRANTEE, its successors or assigns, to the maximum extent practicable, with respect to the timing and manner of such entry, unless such entry is required to remedy an emergency situation or prevent the imminent endangerment of human health, in which event no prior notice shall be required. These access rights are in addition to those granted to Federal, State, and local authorities under applicable environmental laws and regulations. GRANTEE agrees to comply with activities of the GRANTOR in furtherance of these covenants and will take no action to interfere with future necessary remedial and investigative actions of the GRANTOR. The GRANTOR and the GRANTEE agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and operations of GRANTEE, its successors and assigns, and of any Lessee or any Sublessee of the PROPERTY. Any inspection, survey, investigation, or other response or remedial action will to the extent practicable, be coordinated with representatives designated by GRANTEE or its successors and assigns. The right of access described herein shall include the right to conduct tests, investigations and surveys, including, where necessary, drilling, digging test pits, boring, and other similar activities. Such rights shall also include the right to

construct, operate, maintain, or undertake any other response, corrective or remedial action as required or necessary, including, but not limited to, monitoring wells, pumping wells, and treatment facilities. GRANTEE, and each of its successors and assigns, agrees to comply with GRANTOR in furtherance of these covenants.

6. Indemnification as Required by United States Public Law 102-484, Section 330, as amended:

GRANTOR shall hold harmless, defend, and indemnify the GRANTEE and any future successor, assignee, transferee, lender, or lessee of the PROPERTY from any suit, demand, cost or liability arising out of any claim for personal injury or property damage that may result from, or be predicated upon, the release or threatened release of any hazardous substance, pollutant and/or petroleum or petroleum derivative contaminant resulting from Department of Defense activities on the PROPERTY to the conditions specified in, and to the extent authorized by, Section 330 of Public Law 102-484 as amended by Section 1002 of Public Law 103-160.

GRANTEE on behalf of its lessees, licensees, successors and assignee covenants that it shall provide written notice to the GOVERNMENT and FDEP: of any subsequent sale, assignment or lease of the Restricted Area (Land Use Controls) as set forth in EXHIBITS "P" and "P-1" or any portion thereof, and provide contact information concerning the new owner or occupant.

GRANTEE covenants for itself, successors and assigns and every successor in interest to the PROPERTY, or any part thereof, that GRANTEE and such successors and assigns shall not discriminate upon the basis of race, color, religion, disability or national origin in the use, occupancy, sale or lease of the PROPERTY, or in their employment practices conducted thereon. This covenant shall not apply however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to PROPERTY used primarily for religious purposes. GRANTOR shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the PROPERTY hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

FILE #1338203
BK#1839 PG#422

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 or claim whatsoever of the GRANTOR, either in law or in equity and subject to the terms, reservations, restrictions, covenants, conditions, easements, and notifications set forth in this Deed, to the only proper use, benefit and behalf of the GRANTEE, its successors and assigns forever.

LIST OF EXHIBITS

- A. Property Boundary Survey with Legal Description
- A-1 Trumbo Road Boundary Survey with Legal Description
- B. Truman Harbor Area Development Zone, Boat Ramp Area, East Quay Berthing Area and East Quay Wall Area
- C. Trumbo Road Restricted Development Zone
- D. Access Road Easements
- E. Access Road Easement, Eaton Street Extension
- F. Access Road Easement to Trumbo Road
- G. Water Tower Parcel Easement
- H. Electrical Line Easement
- I. Sanitary Sewer Line Easement
- J. Communication Line Easement
- K. Storm Water Easement
- L. Potable Water Line Easement
- X. Fuel Line Easement
- N. Sanitary Sewer Line easement- Trumbo Road
- P. Development Plan Submission Criteria
- P-P-1. Restricted Area (Land Use Controls)
- P. Hazardous Substance Notice

EFFECTIVE the 14th day of November, 2002.

UNITED STATES OF AMERICA, acting by and through the
Department of the Navy,

By: E.R. Nelson
Real Estate Contracting Officer

WITNESS:

Janette G Hill
(signature)

Janette G Hill
(please print or type name)

Deborah D. Jonas
(signature)

Deborah D. Jonas
(please print or type name)

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me, Janette G Hill,
who being duly sworn, says that she saw the within named
E.R. Nelson, sign and seal the foregoing Quitclaim
Deed in behalf of the United States of America, and that
she, with Deborah Jonas, witnessed the execution thereof.

Sworn to before me this 14th day of
November, 2002, Jean M-KING, Notary Public for
the State of SOUTH CAROLINA.

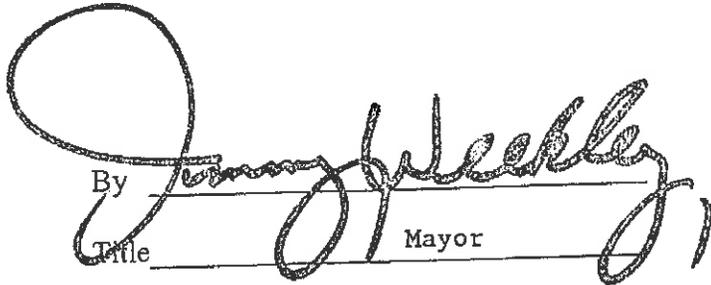
Jean M-King
My Commission expires: 8/17/2005

FILE #1338203
BK#1839 PG#425

ACCEPTANCE

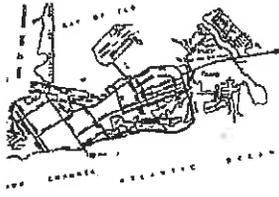
The City of Key West does hereby accept this Quitclaim Deed and by acceptance agrees to all of the terms and condition thereof.

Executed this 3rd day of December,
2002.

By 
Title Mayor

(OFFICIAL SEAL)

Attest 
Title City Clerk



LOCATION MAP
City of Key West, Florida
Island of Key West, Florida

DESCRIPTION: ACCESS EASEMENT:
 of land located on the island of Key West, Monroe County, Florida, said parcel is located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:
 Commence at the National Ocean Survey Triangulation Station OSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 385,705.76 (1983/85), based on the U.S. Coast and Geodetic Survey meridian grid coordinate system which has for its zero coordinate a point of latitude North 24°20'00" and longitude West 81°00'00"; thence S 24°23'18" E, a distance of 34.00 feet to a point lying 5 feet northwesterly of a concrete stope; thence S 40°12'21" E, a distance of 45.00 feet to the Point of Beginning; thence S 50°37'09" W, a distance of 83.49 feet; thence S 50°37'09" W, a distance of 10.00 feet; thence N 24°06'12" W, a distance of 63.42 feet; thence S 61°30'07" E, a distance of 10.00 feet to the Point of Beginning. Parcel contains 835 square feet or 0.02 acres, more or less.

NOTES:

is based on plat assumed median bearing: State Plane Coordinate System, 83/89 is existing elevation based on N.G.V.D. 1929 Datum
 N. No.: Basic Elevation: 14,324
 set 1/2" Iron Pipe, P.L.S. No. 2749
 Found 1/2" Iron Pipe
 Found P.K. Nail, P.L.S. No. 2749
 Found P.K. Nail
 Found Nail
 Found G.I. Hole

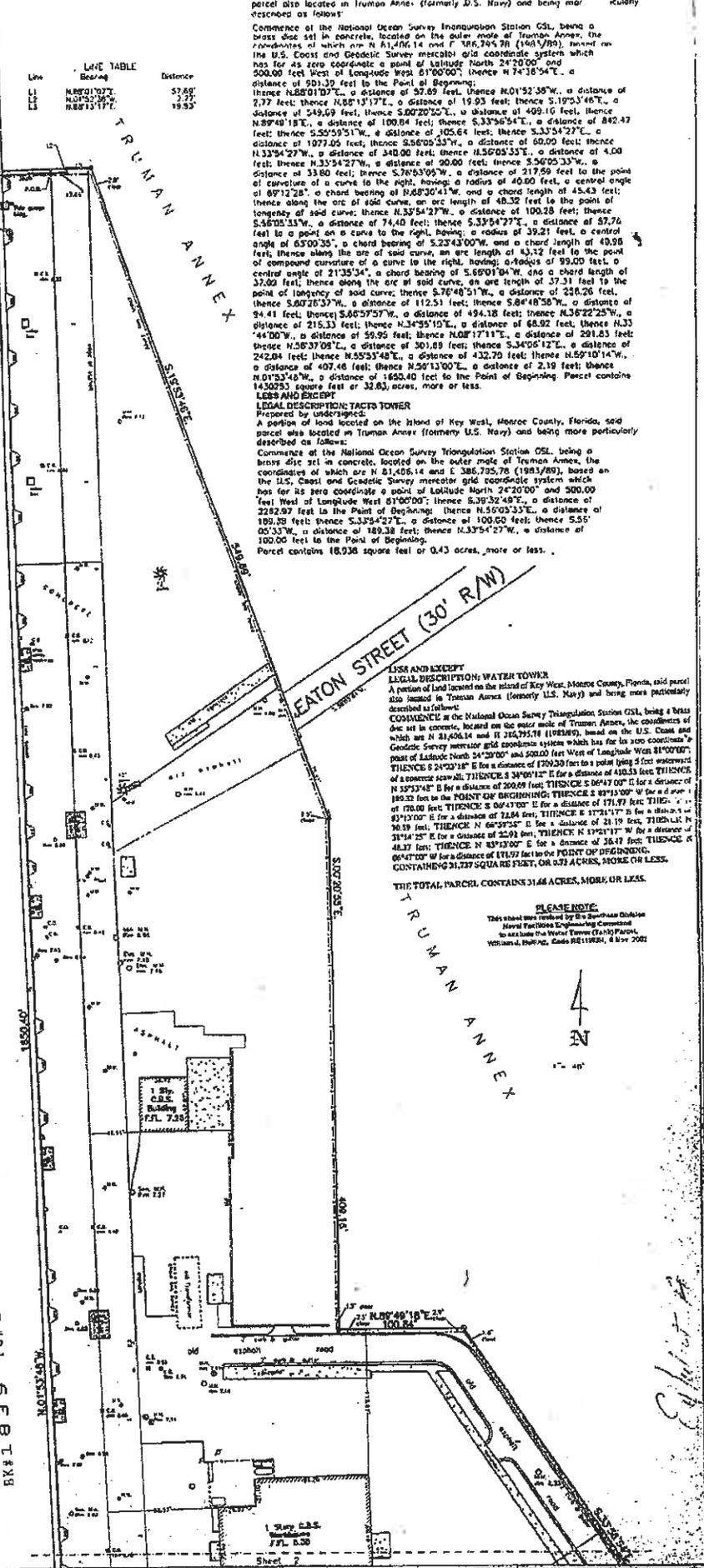
- o/h = Overhead
- u/g = Underground
- F.F.L. = Finish Floor Elevation
- L.B. = Low Beam
- Rad. = Radical
- Tri. = Triangular
- conc. = concrete
- I.P. = Iron Pipe
- I.B. = Iron Bar
- B. = Bungalow
- C.B. = Concrete Block
- C.B.S. = Concrete Block Structure
- cov'd. = Covered
- P.I. = Point of Intersection
- wd. = Wood
- R. = Radius
- A. = Arc (Length)
- D. = Delta (Central angle)
- w.m. = Water Meter
- Bal. = Balcony
- P. = Plaster
- Hyd. = Fire Hydrant
- F.W. = Fire Wall
- A/C = Air Conditioner
- E.U. = Electric Utility-Vault
- M.H. = Man Hole
- Son. = Sanitary
- S.C.B. = Storm Water Catch Basin
- Inv. = Invert
- B.P.V. = Backflow Prevention Valve
- P.V.P. = Polyvinyl Pipe
- R.C.P. = Reinforced Concrete pipe
- F.H. = Fire Hydrant
- Light
- Sign

Work performed on: 8/6/02
 Boundary & Topographic Survey
 conducted by FREDERICK H. HILDEBRANDT, P.L.S., and
 conducted by FREDERICK H. HILDEBRANDT, P.L.S., and
 conducted by FREDERICK H. HILDEBRANDT, P.L.S., and
 conducted by FREDERICK H. HILDEBRANDT, P.L.S., and

FILE # 1338203
 BK # 1839 PG # 426

M A R I N A

FILE # 1338203
 BK # 1839 PG # 427



parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:

Commence at the National Ocean Survey Triangulation Station OSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 385,705.76 (1983/85), based on the U.S. Coast and Geodetic Survey meridian grid coordinate system which has for its zero coordinate a point of latitude North 24°20'00" and longitude West 81°00'00"; thence S 24°23'18" E, a distance of 34.00 feet to a point lying 5 feet northwesterly of a concrete stope; thence S 40°12'21" E, a distance of 45.00 feet to the Point of Beginning; thence S 50°37'09" W, a distance of 83.49 feet; thence S 50°37'09" W, a distance of 10.00 feet; thence N 24°06'12" W, a distance of 63.42 feet; thence S 61°30'07" E, a distance of 10.00 feet to the Point of Beginning. Parcel contains 835 square feet or 0.02 acres, more or less.

LEGAL DESCRIPTION: WATER TOWER
 A portion of land located on the island of Key West, Monroe County, Florida, said parcel is located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:

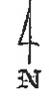
Commence at the National Ocean Survey Triangulation Station OSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 385,705.76 (1983/85), based on the U.S. Coast and Geodetic Survey meridian grid coordinate system which has for its zero coordinate a point of latitude North 24°20'00" and longitude West 81°00'00"; thence S 24°23'18" E, a distance of 34.00 feet to a point lying 5 feet northwesterly of a concrete stope; thence S 40°12'21" E, a distance of 45.00 feet to the Point of Beginning; thence S 50°37'09" W, a distance of 83.49 feet; thence S 50°37'09" W, a distance of 10.00 feet; thence N 24°06'12" W, a distance of 63.42 feet; thence S 61°30'07" E, a distance of 10.00 feet to the Point of Beginning. Parcel contains 835 square feet or 0.02 acres, more or less.

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Commence at the National Ocean Survey Triangulation Station OSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 385,705.76 (1983/85), based on the U.S. Coast and Geodetic Survey meridian grid coordinate system which has for its zero coordinate a point of latitude North 24°20'00" and longitude West 81°00'00"; thence S 24°23'18" E, a distance of 34.00 feet to a point lying 5 feet northwesterly of a concrete stope; thence S 40°12'21" E, a distance of 45.00 feet to the Point of Beginning; thence S 50°37'09" W, a distance of 83.49 feet; thence S 50°37'09" W, a distance of 10.00 feet; thence N 24°06'12" W, a distance of 63.42 feet; thence S 61°30'07" E, a distance of 10.00 feet to the Point of Beginning. Parcel contains 835 square feet or 0.02 acres, more or less.

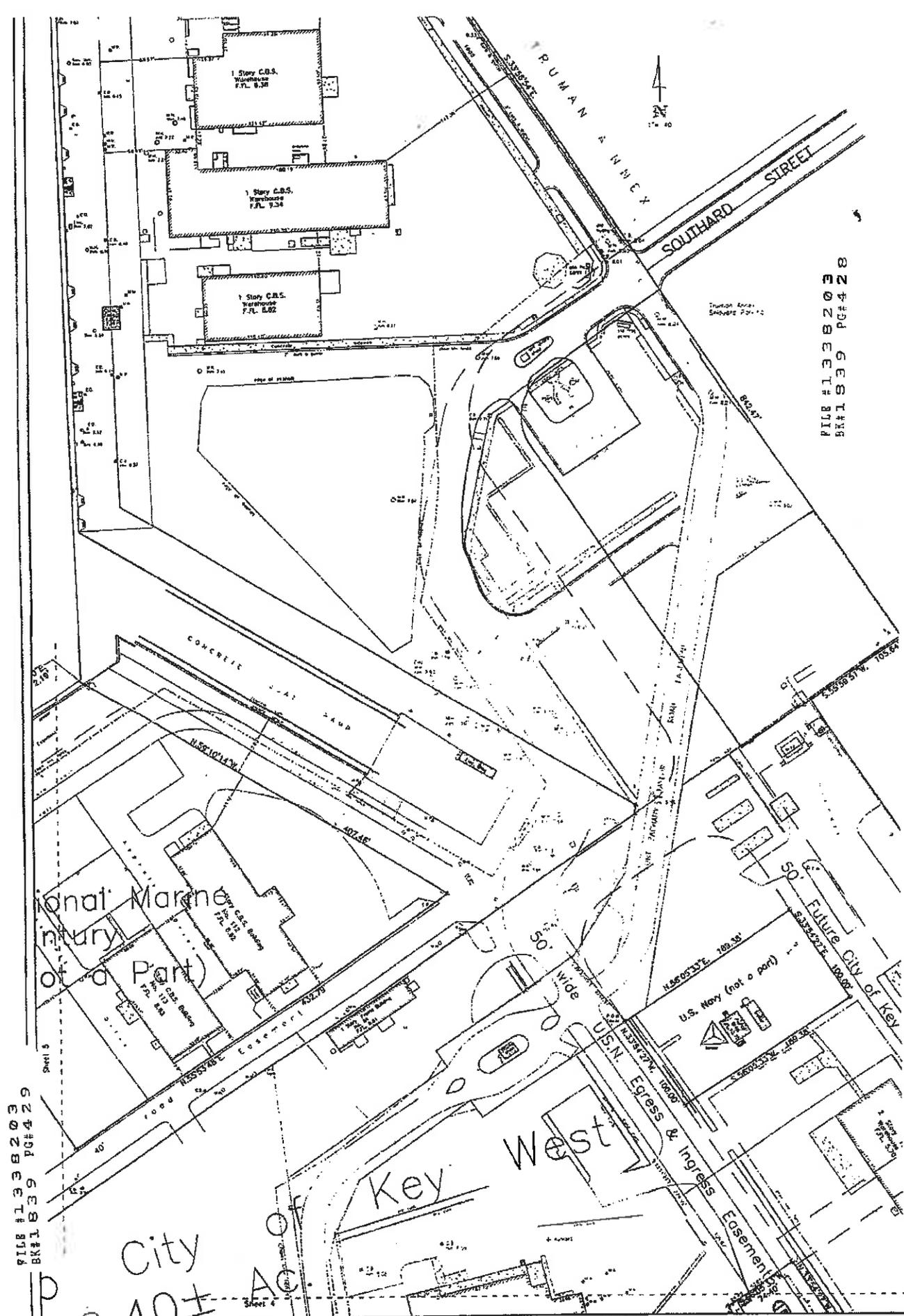
THE TOTAL PARCEL CONTAINS 31.46 ACRES, MORE OR LESS.

PLEASE NOTE:
 This sheet was reviewed by the Surveying Division of the City of Key West and is hereby certified to be correct.



NOT VALID UNLESS EMBOSSSED WITH RAISED SEAL & SIGNATURE

Project: City of Key West U.S.N. Acq.	Engineer: FREDERICK H. HILDEBRANDT Engineer Planner surveyor 3150 Northside Drive, Key West, Florida 33040	Date: 8/6/02 Designed: F.H.H. Drawn: Checked: Scale: 1" = 40'
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P.L.R. #1338203
 BK#1839 PG#428

P.L.R. #1338203
 BK#1839 PG#429

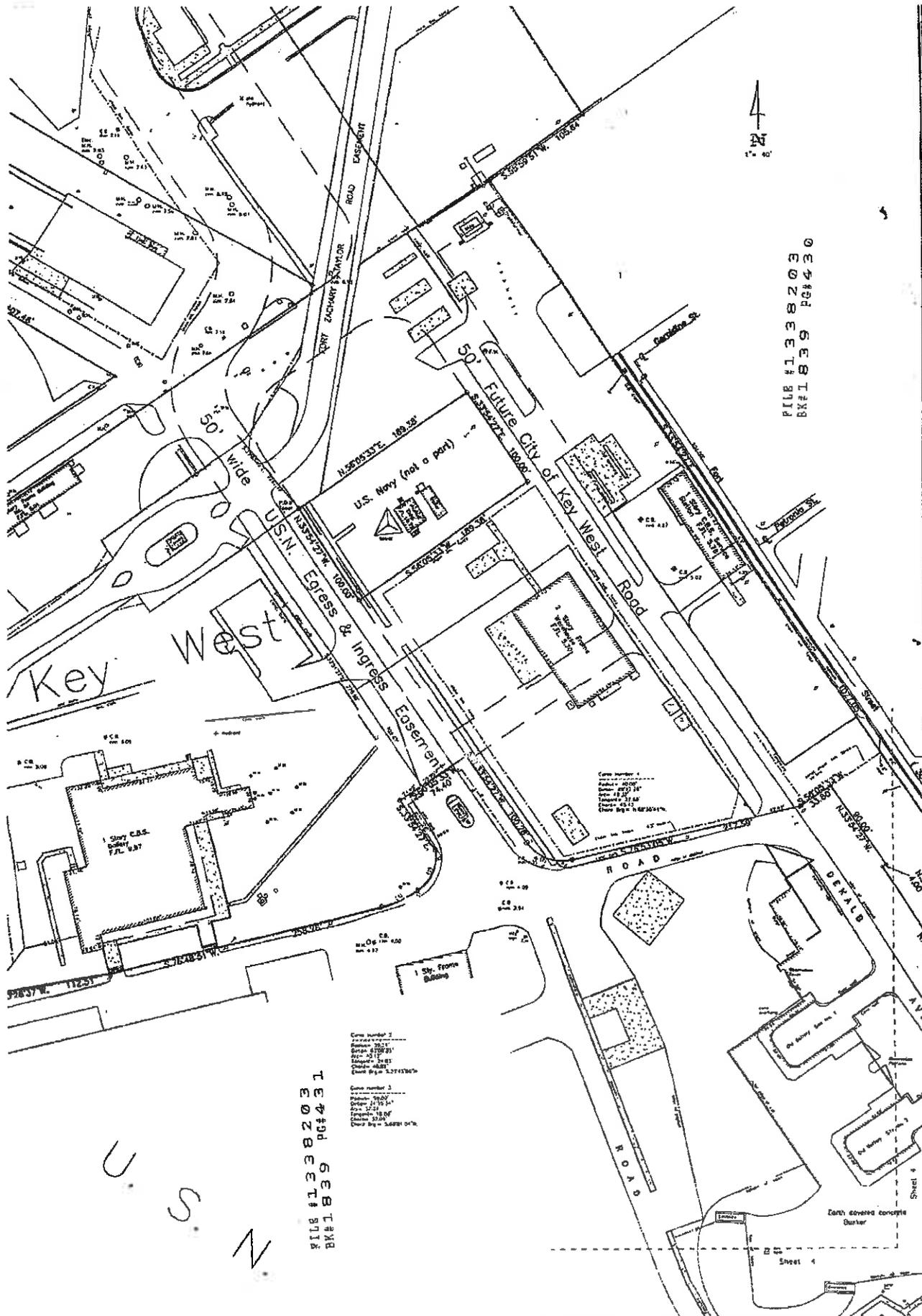
No.	Date	Revisions
1	2/18/01	Final Submittal
2	3/23/01	Section Change
3	8/26/02	Revised Boundaries

Sheet Description:
 City of Key West
 E.D.C. ACQUISITION

Project:
 City of Key West
 U.S.N. Asq.
 Truman Annex

Project:
FREDERICK H. HILDEBRANDT
 Engineer Planner surveyor
 3150 Northside Drive, Key West, Florida 33040
 (305) 293-0466 Fax: (305) 293-0237

Date:
 Design
 Drawn
 Check
 Job:



FILE # 1338203
BK# 1839 PG# 43

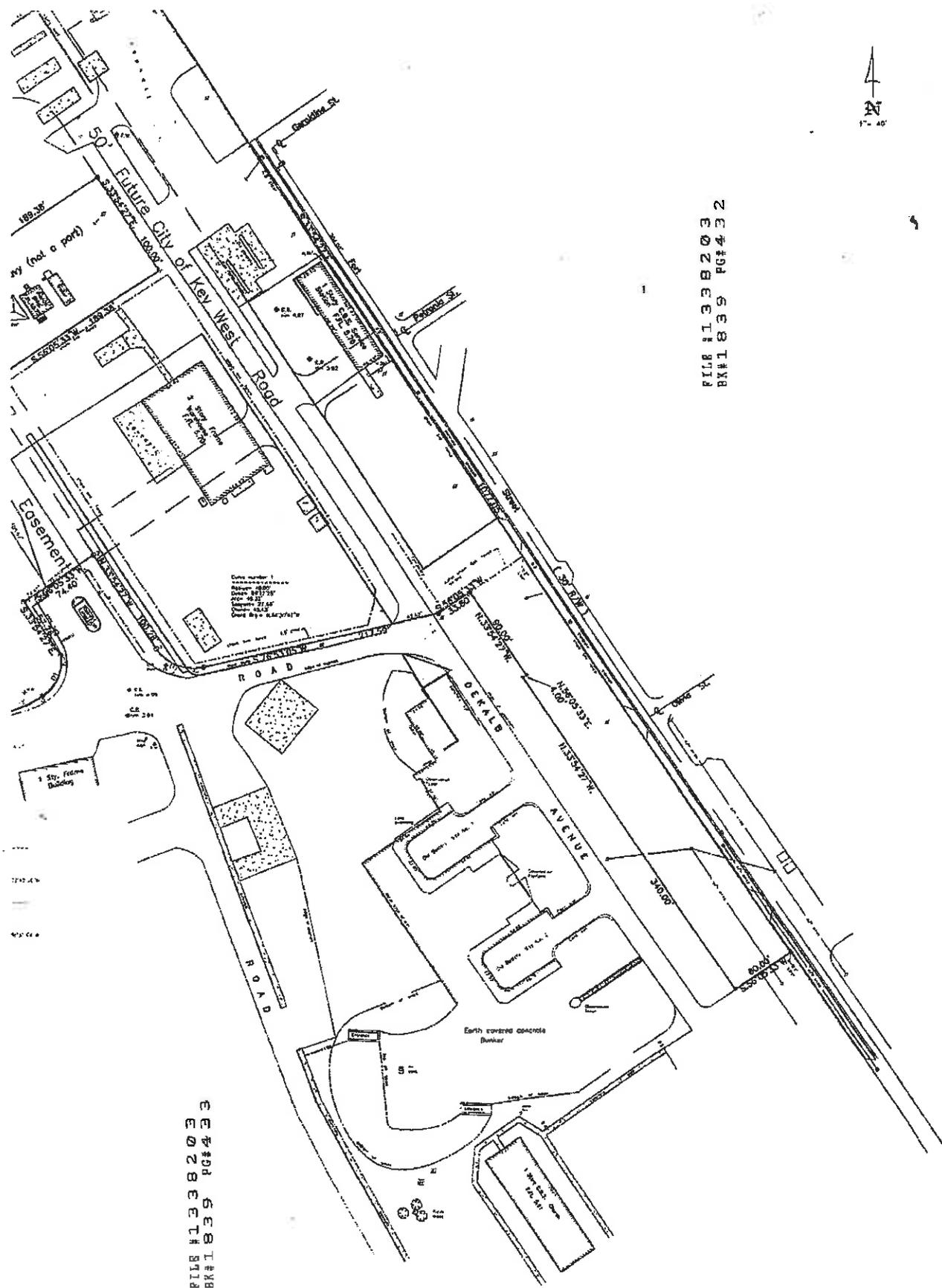
FILE # 1338203
BK# 1839 PG# 43

Curve number 1
Radius = 1000'
Delta = 90° 00'
Chord = 1000'
Chord BEAR = 3.27433075

Curve number 2
Radius = 1000'
Delta = 90° 00'
Chord = 1000'
Chord BEAR = 3.27433075

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S
N

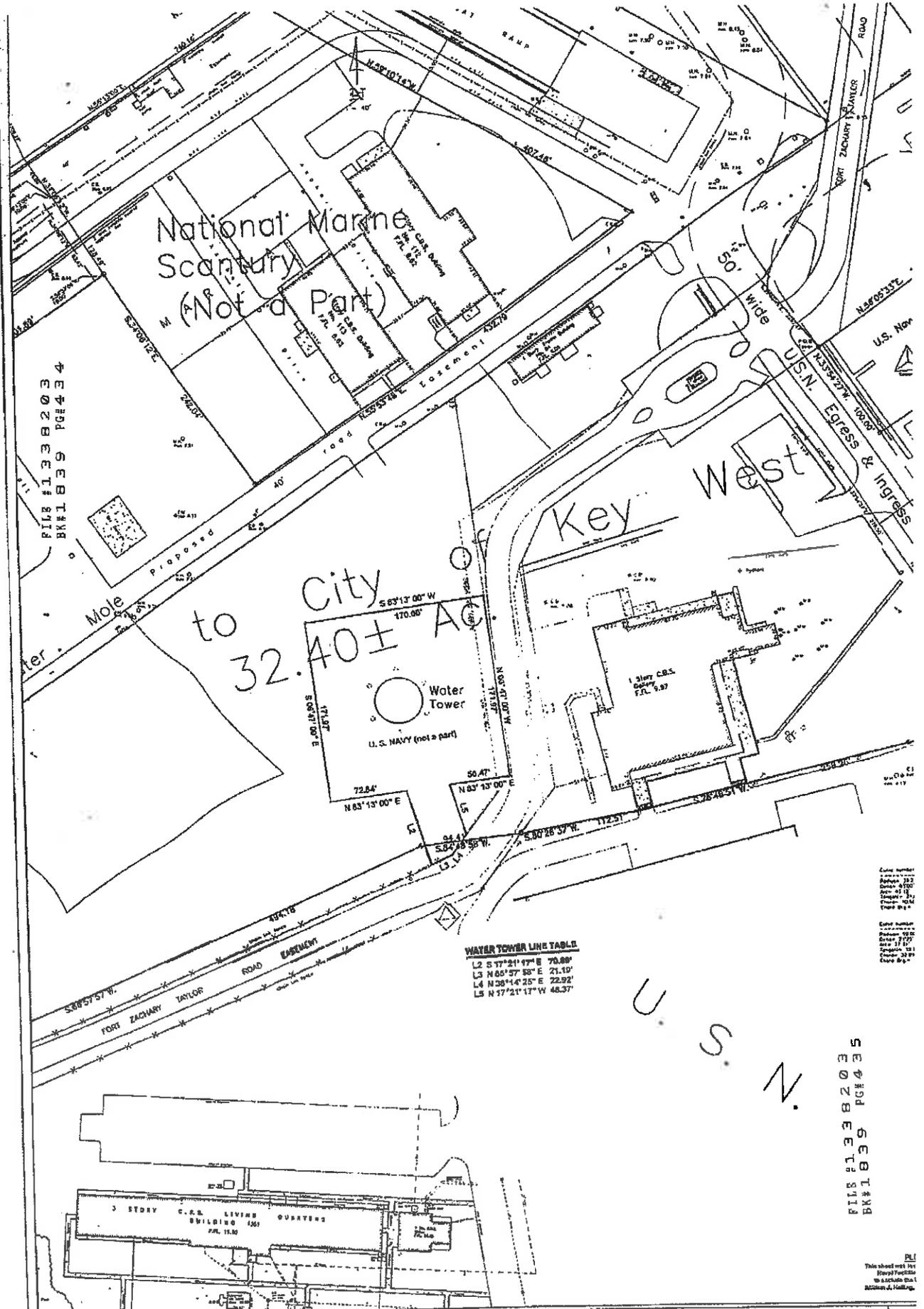
REVISIONS: Remarks No. Change Date By	Sheet Description: City of Key West E.D.C. ACQUISITION	Project: City of Key West U.S.N. Asq. Trumar Annex	FREDERICK H. HILDEBRANDT Engineer Planner surveyor 3150 Northside Drive, Key West, Florida 33040 (305) 293-0466 Fax: (305) 293-0237	Date: <u>8/8/02</u> Designed: <u>F.H.H.</u> Drawn: Checked: Job. No. <u>02-524</u> Sheet No. <u>3 of 9</u>
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FILE # 1338203
 BR # 1839 PG # 432

FILE # 1338203
 BR # 1839 PG # 433

REVISIONS: _____ _____ _____ _____ _____	Sheet Description:	Project:	Date:
	City of Key West	City of Key West	8/8/02
	E.D.C. ACQUISITION	U.S.N. Asq.	Designed: F.H.H.
		Truman Annex	Drawn:
			Checked:
		Job No. 02-524	Sheet No. 4 of 9
		FREDERICK H. HILDEBRANDT Engineer Planner surveyor 3150 Northside Drive, Key West, Florida 33040 (305) 293-0466 Fax. (305) 293-0237	



FILE # 1.33 B 203
BK # 1 B 39 PG # 434

City of Key West
to City E.D.C. Acquisition
32.40 ± AC

WATER TOWER LINE TABLE

L2	S 17° 21' 17" E	78.89'
L3	N 85° 57' 53" E	21.10'
L4	N 38° 4' 25" E	22.92'
L5	N 17° 21' 17" W	48.37'

Curve number
Radius 182'
Degree 97.00'
Sight 17.57'
Chord 184.4'
Tang 18.1'

Curve number
Radius 93.00'
Degree 17.57'
Sight 18.1'
Chord 33.9'
Tang 18.1'

U.S. N.

FILE # 1.33 B 203
BK # 1 B 39 PG # 434

PLI
This sheet was prepared by
Frederick H. Hildebrandt
Surveyor
3000 N. Hallway

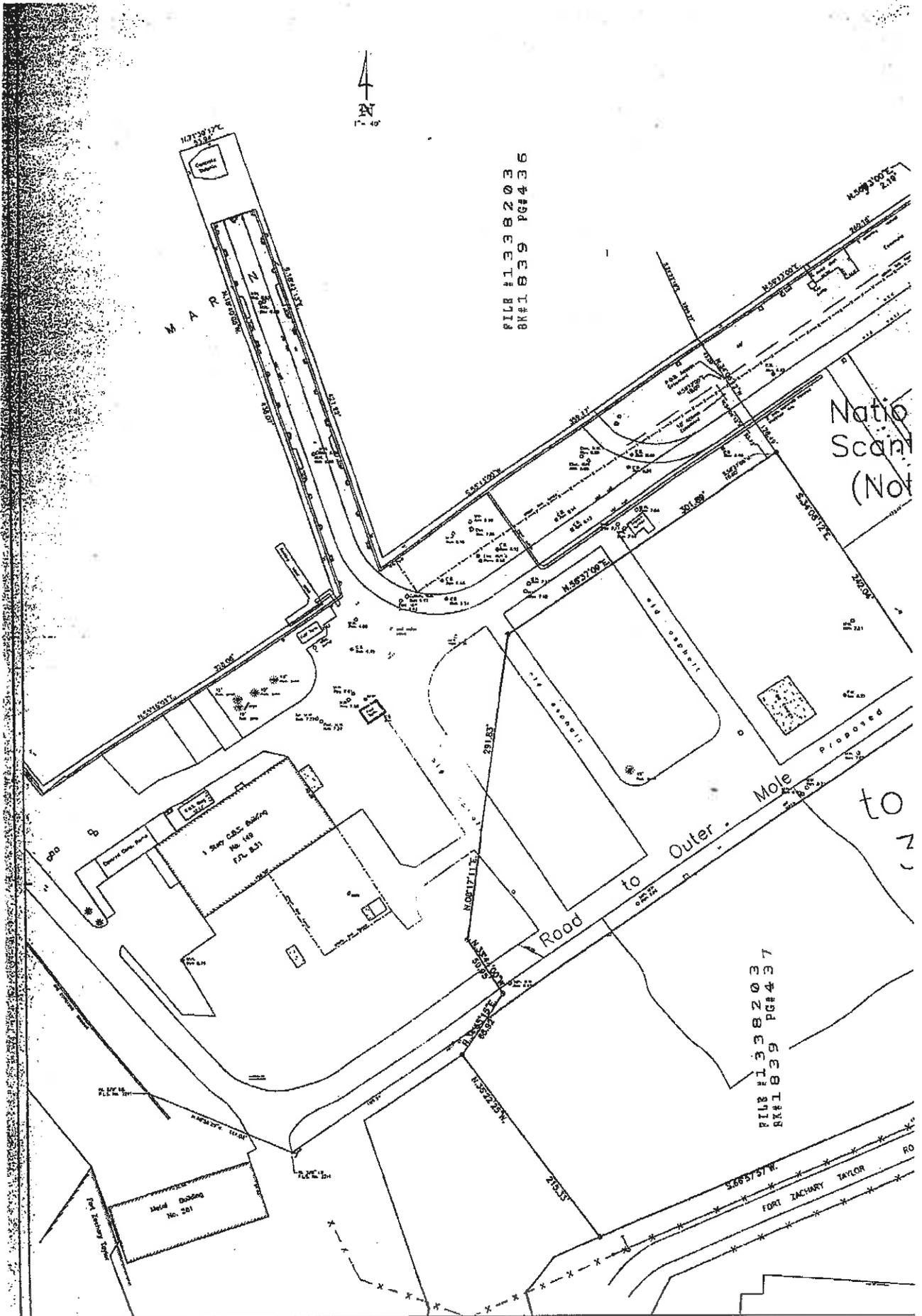
Date	Revisions	Remarks
5/16/01	Final Boundary	
8/2/02	Revised Boundary	

Sheet Description:
City of Key West
E.D.C. ACQUISITION

Project:
City of Key West
U.S.N. Asq.
Truman Annex

FREDERICK H. HILDEBRANDT
Engineer Planner surveyor
3150 Northside Drive, Key West, Florida 33040
(305) 293-0466 Fax. (305) 293-0237

Date
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Draw
Check
Job
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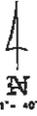
REVISIONS:	
No.	Remarks
2	5/16/01 Revise Boundary
4	8/29/07 Revised Boundary

Sheet Description:
 City of Key West
 E.D.C. ACQUISITION

Project:
 City of Key West
 U.S.N. Asq.

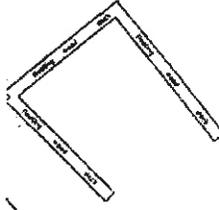
FREDERICK H. HILDEBRANDT
 Engineer Planner surveyor
 3150 Northside Drive, Key West, Florida 33040

Date: -
 Design:
 Drawn:
 Checked:
 Ink: M.



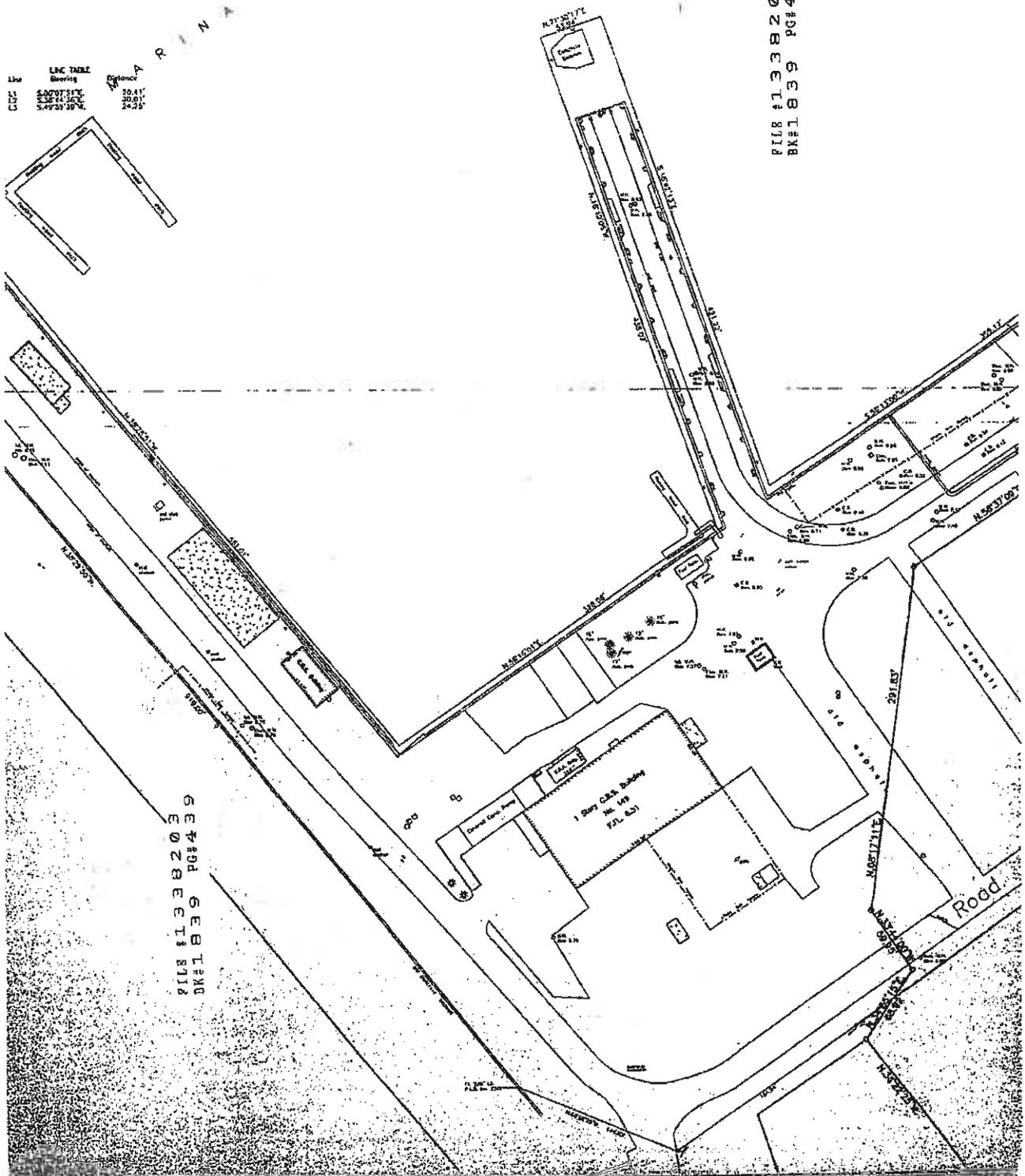
Line	LINE TABLE	Bearing	Distance
1	SANITARY	20.41'	
2	SANITARY	20.01'	
3	SANITARY	20.28'	

4
R
I
N
G



FILE #1338203
BK#1839 PG#438

FILE #1338203
BK#1839 PG#438



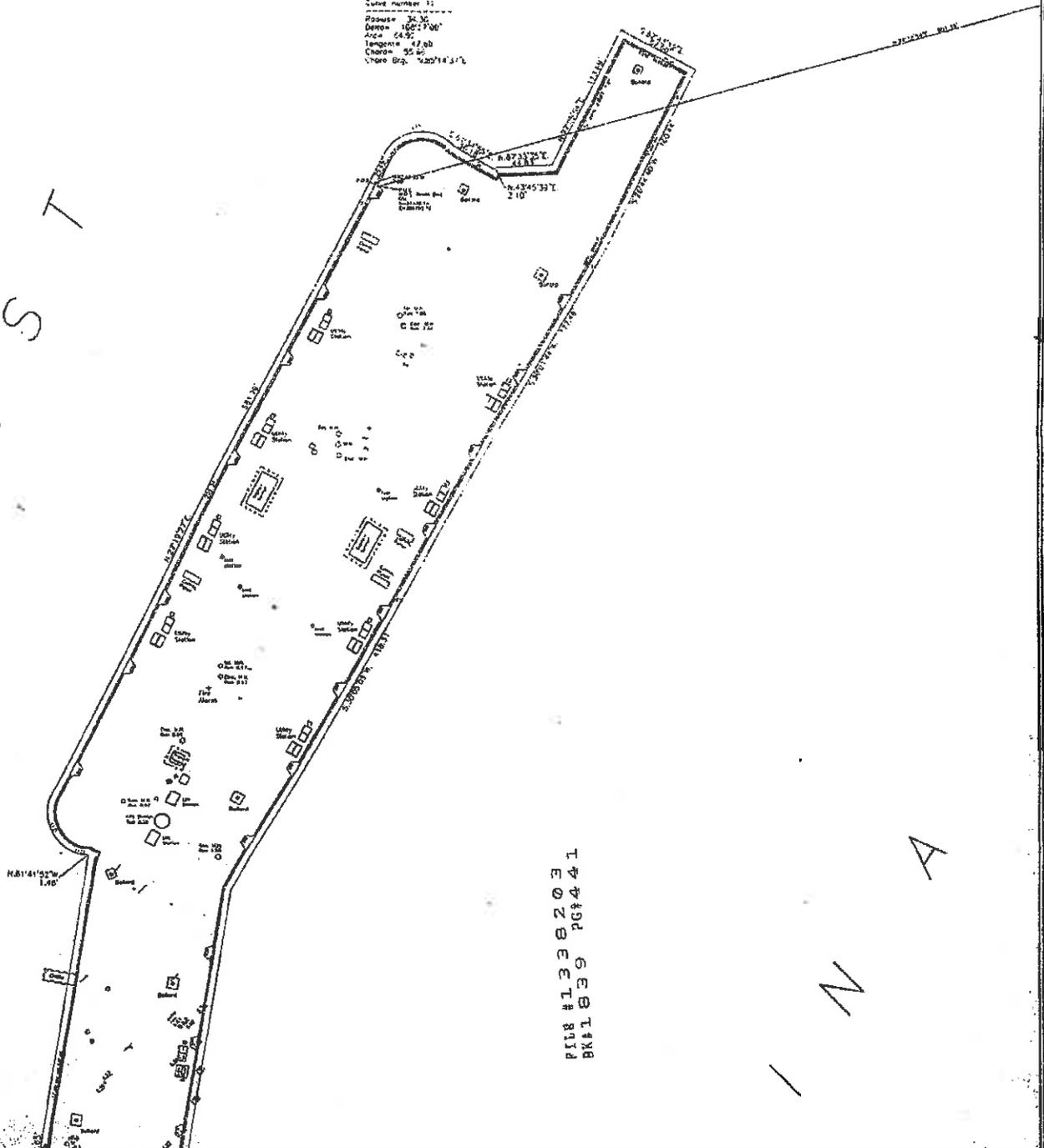
B I G H

FILE #1338203
BK#1839 PG#440



L S T

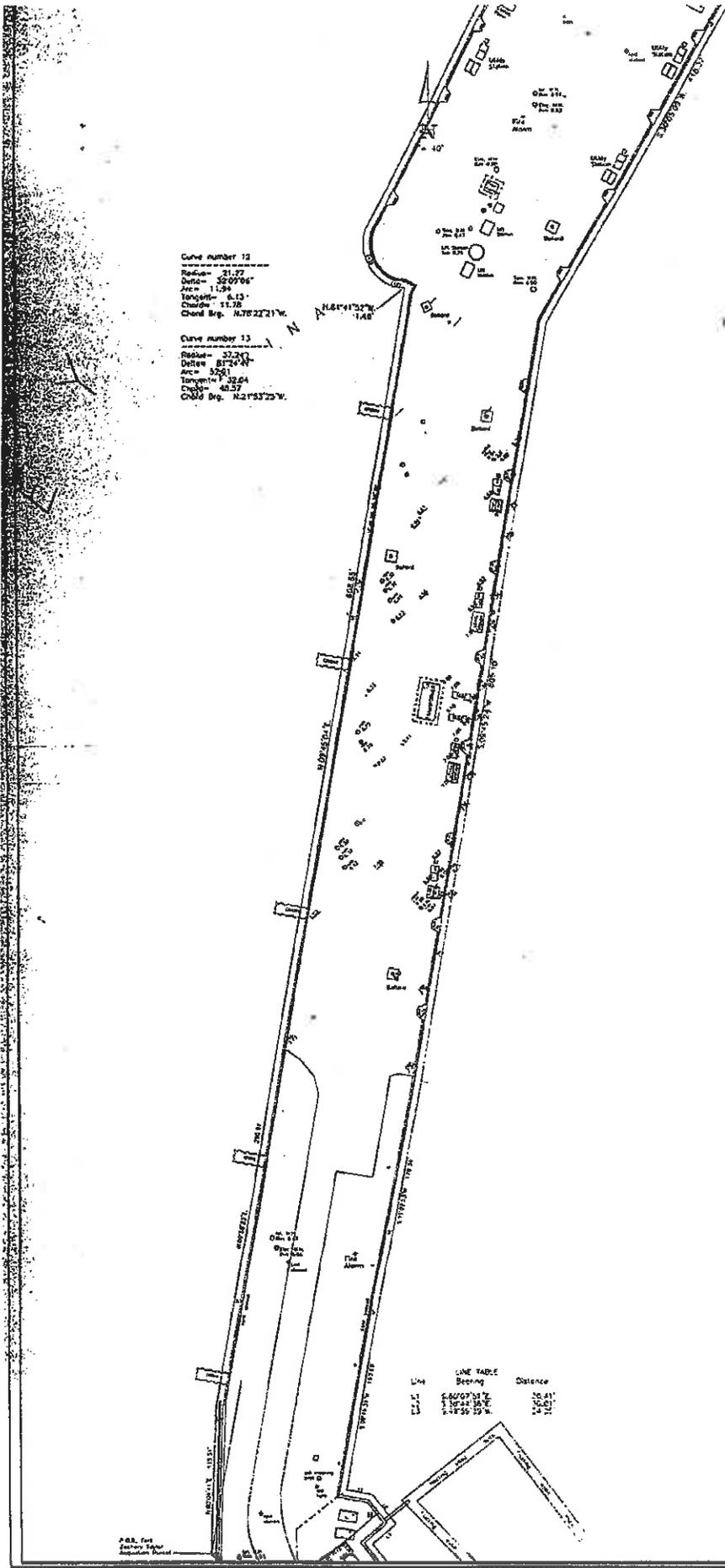
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Delta = 100.7700'
Arc = 24.92'
Tangent = 42.88'
Chord = 52.42'
Tang. Dis. = 1.25714317'



FILE #1338203
BK#1839 PG#441

A
N

<p>Scale:</p> <p>North:</p> <p>Other:</p>	<p>Sheet Description:</p> <p>City of Key West E.D.C. ACQUISITION</p>	<p>Project:</p> <p>City of Key West U.S.N. Asq. Truman Annex</p>	<p>FREDERICK H. HILDEBRANDT Engineer Planner surveyor 3150 Northside Drive, Key West, Florida 33040 (305) 293-0466 Fax. (305) 293-0257</p>	<p>Date: 8/6/02 Designed: F.H.H. Drawn: Checked: Job. No. 02-524</p>
---	--	--	--	--



Curve number 12
 Radius= 21.77
 Delta= 32°09'46"
 Arc= 11.94
 Tangent= 6.13
 Chord= 11.76
 Chord Brg. N.78°22'21\"/>

Curve number 13
 Radius= 32.24
 Delta= 37°24'44"
 Arc= 52.81
 Tangent= 17.32
 Chord= 42.57
 Chord Brg. N.21°53'22\"/>

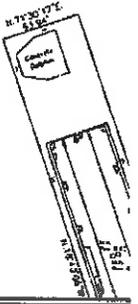
LINE TABLE

Station	Bearing	Distance
1+00.00	N. 88° 00' 00\"/>	
1+11.94	S. 88° 00' 00\"/>	
1+23.88	N. 88° 00' 00\"/>	
1+35.82	S. 88° 00' 00\"/>	
1+47.76	N. 88° 00' 00\"/>	
1+59.70	S. 88° 00' 00\"/>	
1+71.64	N. 88° 00' 00\"/>	
1+83.58	S. 88° 00' 00\"/>	
1+95.52	N. 88° 00' 00\"/>	
2+07.46	S. 88° 00' 00\"/>	
2+19.40	N. 88° 00' 00\"/>	
2+31.34	S. 88° 00' 00\"/>	
2+43.28	N. 88° 00' 00\"/>	
2+55.22	S. 88° 00' 00\"/>	
2+67.16	N. 88° 00' 00\"/>	
2+79.10	S. 88° 00' 00\"/>	
2+91.04	N. 88° 00' 00\"/>	
3+02.98	S. 88° 00' 00\"/>	
3+14.92	N. 88° 00' 00\"/>	
3+26.86	S. 88° 00' 00\"/>	
3+38.80	N. 88° 00' 00\"/>	
3+50.74	S. 88° 00' 00\"/>	
3+62.68	N. 88° 00' 00\"/>	
3+74.62	S. 88° 00' 00\"/>	
3+86.56	N. 88° 00' 00\"/>	
3+98.50	S. 88° 00' 00\"/>	
4+10.44	N. 88° 00' 00\"/>	
4+22.38	S. 88° 00' 00\"/>	
4+34.32	N. 88° 00' 00\"/>	
4+46.26	S. 88° 00' 00\"/>	
4+58.20	N. 88° 00' 00\"/>	
5+10.14	S. 88° 00' 00\"/>	
5+22.08	N. 88° 00' 00\"/>	
5+34.02	S. 88° 00' 00\"/>	
5+45.96	N. 88° 00' 00\"/>	
5+57.90	S. 88° 00' 00\"/>	
5+69.84	N. 88° 00' 00\"/>	
5+81.78	S. 88° 00' 00\"/>	
5+93.72	N. 88° 00' 00\"/>	
6+05.66	S. 88° 00' 00\"/>	
6+17.60	N. 88° 00' 00\"/>	
6+29.54	S. 88° 00' 00\"/>	
6+41.48	N. 88° 00' 00\"/>	
6+53.42	S. 88° 00' 00\"/>	
6+65.36	N. 88° 00' 00\"/>	
6+77.30	S. 88° 00' 00\"/>	
6+89.24	N. 88° 00' 00\"/>	
7+01.18	S. 88° 00' 00\"/>	
7+13.12	N. 88° 00' 00\"/>	
7+25.06	S. 88° 00' 00\"/>	
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7+84.76	N. 88° 00' 00\"/>	
7+96.70	S. 88° 00' 00\"/>	
8+08.64	N. 88° 00' 00\"/>	
8+20.58	S. 88° 00' 00\"/>	
8+32.52	N. 88° 00' 00\"/>	
8+44.46	S. 88° 00' 00\"/>	
8+56.40	N. 88° 00' 00\"/>	
8+68.34	S. 88° 00' 00\"/>	
8+80.28	N. 88° 00' 00\"/>	
8+92.22	S. 88° 00' 00\"/>	
9+04.16	N. 88° 00' 00\"/>	
9+16.10	S. 88° 00' 00\"/>	
9+28.04	N. 88° 00' 00\"/>	
9+40.00	S. 88° 00' 00\"/>	
9+51.94	N. 88° 00' 00\"/>	
9+63.88	S. 88° 00' 00\"/>	
9+75.82	N. 88° 00' 00\"/>	
9+87.76	S. 88° 00' 00\"/>	
10+00.00	N. 88° 00' 00\"/>	

FILE #1338203
 BK#1839 PG#442

M A R

FILE #1338203
 BK#1839 PG#443



No.	Date	Revised
1	5/16/01	Prop. Boundary
2	6/28/02	Revised Boundary

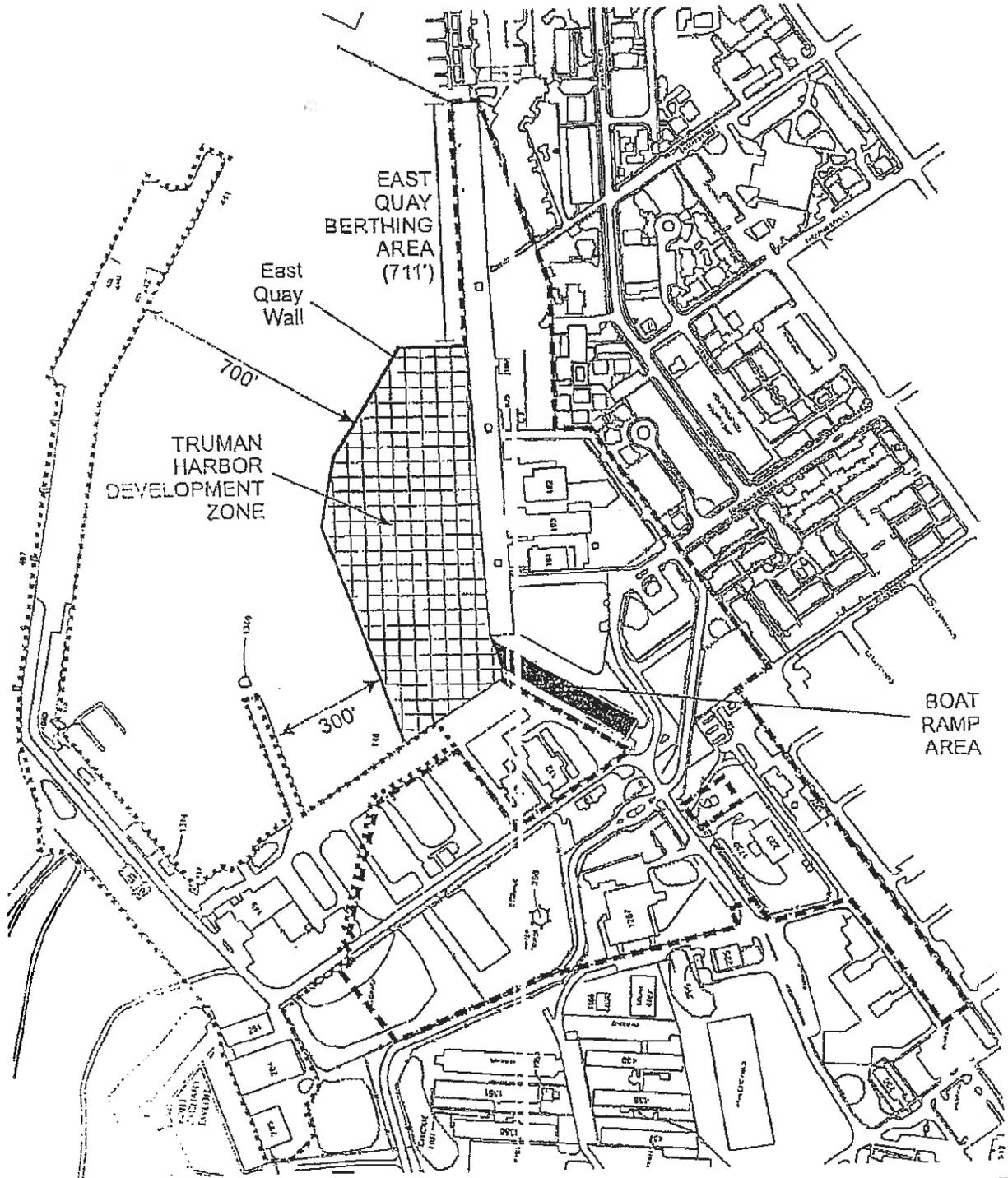
Sheet Description:
 City of Key West
 E.D.C. ACQUISITION

Project:
 City of Key West
 U.S.N. Asq.
 Truman Annex

FREDERICK H. HILDEBRANDT
 Engineer Planner surveyor
 3150 Northside Drive, Key West, Florida 33040
 (305) 293-0466 Fax. (305) 293-0237

Date: _____
 Designed: _____
 Drawn: _____
 Checked: _____
 Job. No. _____
 Sheet No. _____

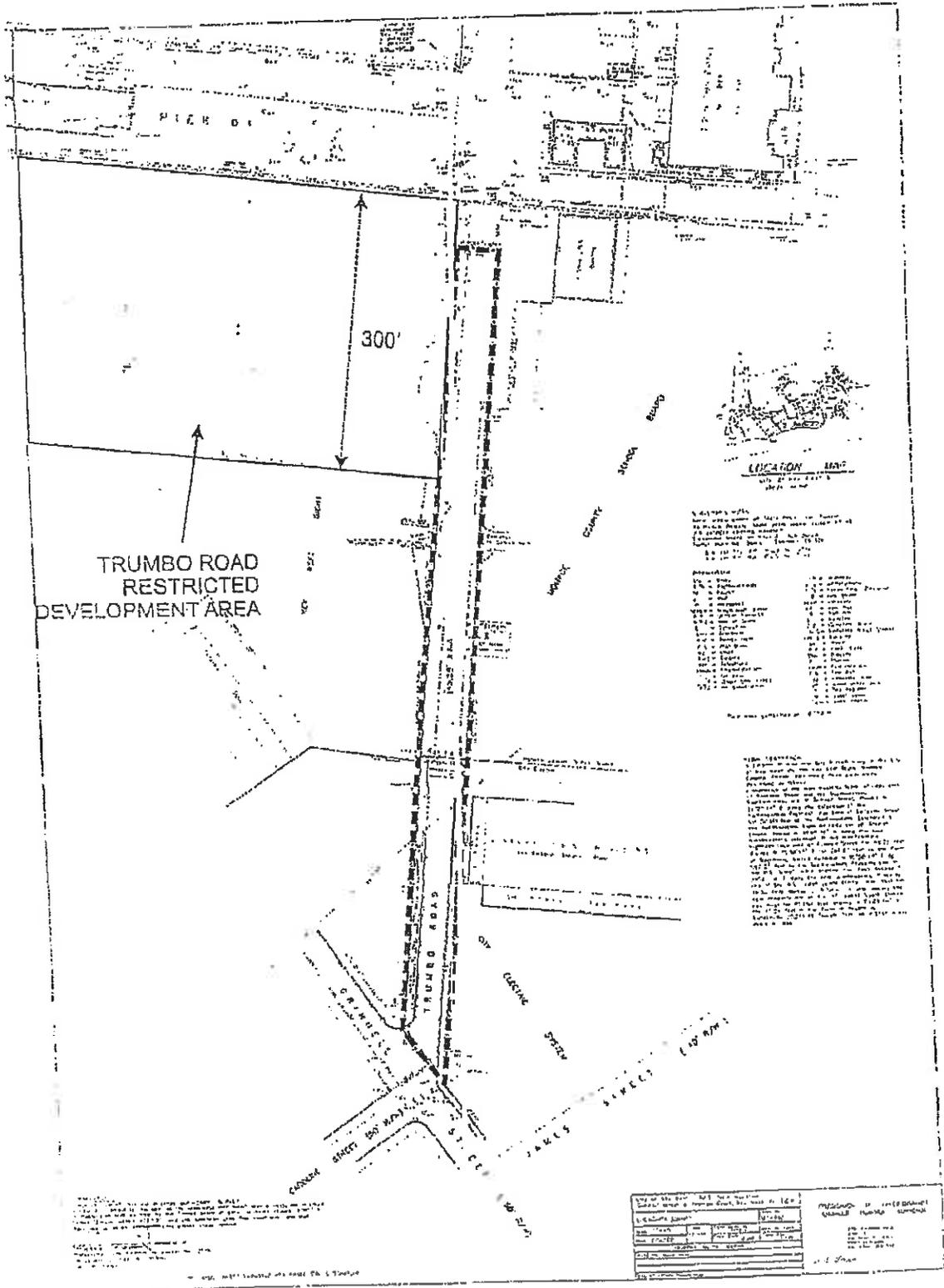
FILE #1368203
BK#1839 PG#446



- LEGEND**
-  Proposed East Quay Development Conveyance (EDC) Boundary
 -  Area Defense Development Conveyance
 -  Truman Harbor Development Zone
 -  Boat Ramp
 -  East Quay Wall

Exhibit
MEMORANDUM OF AGREEMENT
East Quay Berthing Area, Boat Ramp Area and
Truman Harbor Development Zone

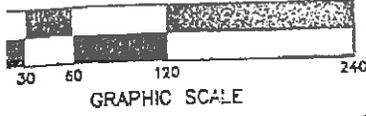
Exhibit "B"



LEGEND
 Proposed EDC Development Conveyance (EDC) Boundary
 Trumbo Road Restricted Development Area

Exhibit C
MEMORANDUM OF AGREEMENT
 Trumbo Road Restricted Development Area

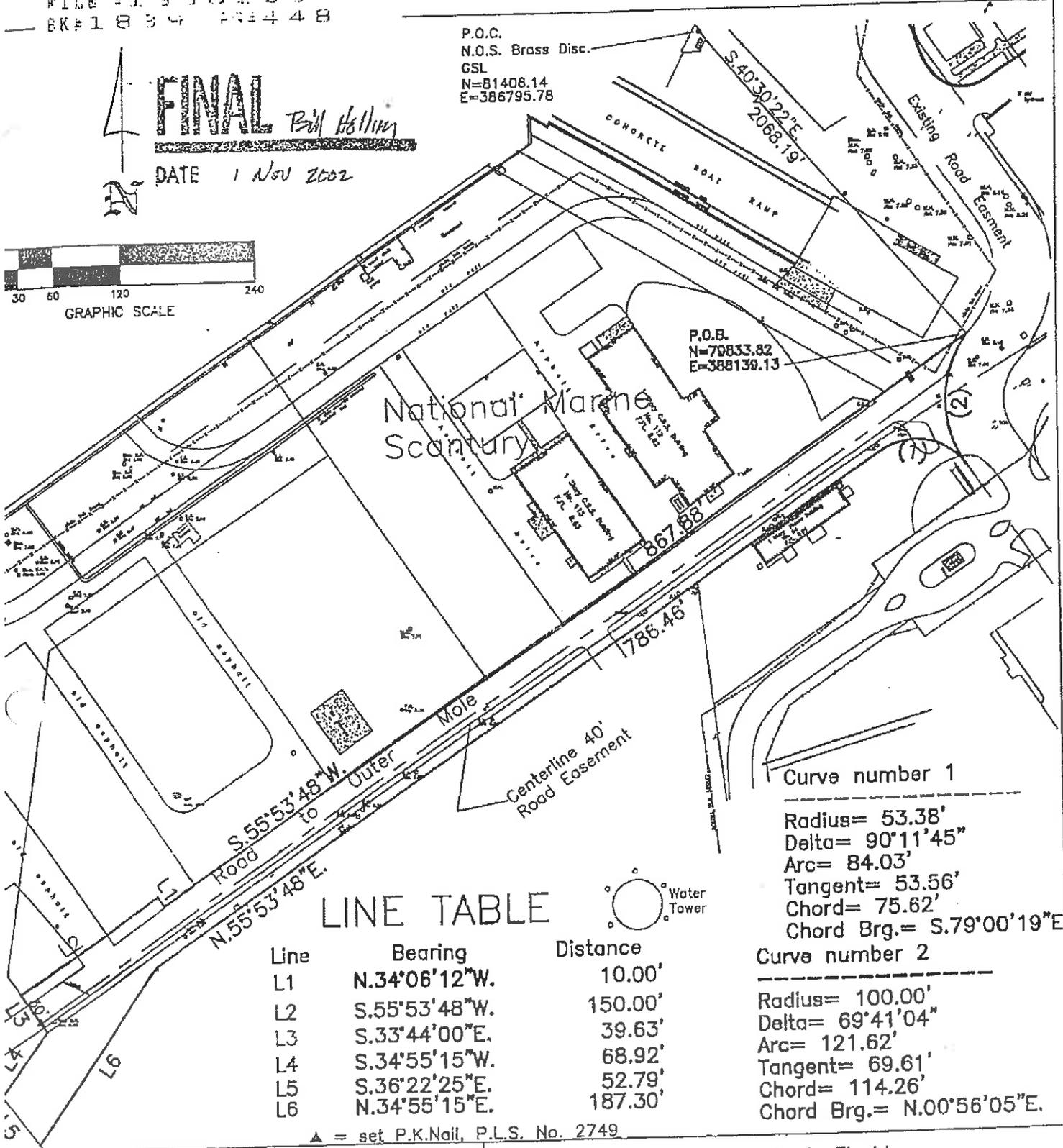
FINAL Bill Hilling
 DATE 1 Nov 2002



P.O.C.
 N.O.S. Brass Disc.
 GSL
 N=81406.14
 E=386795.78

P.O.B.
 N=79833.82
 E=388139.13

National Marine
 Sanctuary



LINE TABLE

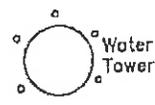
Line	Bearing	Distance
L1	N.34°06'12"W.	10.00'
L2	S.55°53'48"W.	150.00'
L3	S.33°44'00"E.	39.63'
L4	S.34°55'15"W.	68.92'
L5	S.36°22'25"E.	52.79'
L6	N.34°55'15"E.	187.30'

Curve number 1

 Radius= 53.38'
 Delta= 90°11'45"
 Arc= 84.03'
 Tangent= 53.56'
 Chord= 75.62'
 Chord Brg.= S.79°00'19"E

Curve number 2

 Radius= 100.00'
 Delta= 69°41'04"
 Arc= 121.62'
 Tangent= 69.61'
 Chord= 114.26'
 Chord Brg.= N.00°56'05"E



▲ = set P.K.Nail, P.L.S. No. 2749

FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 National Drive
 Suite 101
 Key West, FL 33040
 (305) 233-0458
 Fax: 305 233-1037

Truman Annex, NAF Key West, Florida
 Key West, Florida 33040

Road Easement - 1.20 Ac.

REVISIONS AND/OR ADDITIONS

- 8/29/02: Correct L.D.
- 9/4/02: Correct L.D.
- 9/4/02: Revise Road Layout

Scale: 1"=120'

No. 02-541

By: F.H.H.

TRUMAN ANNEX
 NAF KEY WEST, FLORIDA
 ROAD EASEMENT
 .07 Acres

FILE #1338203
 BK#1839 PG#449

LEGAL DESCRIPTION: Road Easement:

Prepared by undersigned:

A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows; Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 40°30'22" E for 2068.19 feet to the Point of Beginning; thence S.55°53'48"W., a distance of 867.88 feet; thence N.34°06'12"W., a distance of 10.00 feet; thence S.55°53'48"W., a distance of 150.00 feet; thence S.33°44'00"E., a distance of 39.63 feet; thence S.34°55'15"W., a distance of 68.92 feet; thence S 36°22'25" E a distance of 52.79 feet; thence N 34°55'15" E a distance of 187.30 feet, thence N.55°53'48"E., a distance of 786.46 feet to the point of curvature of a curve to the right, having: a radius of 53.38 feet, a central angle of 90°11'45", a chord bearing of S.79°00'19"E. and a chord length of 75.62 feet; thence along the arc of said curve, an arc length of 84.03 feet to a point on a curve to the right, having: a radius of 100.00 feet, a central angle of 69°41'04", a chord bearing of N.00°56'05"E. and a chord length of 114.26 feet; thence along the arc of said curve, an arc length of 121.62 feet to the Point of Beginning.

Parcel contains 52126 square feet or 1.20 acres, more or less.

CERTIFICATION:

I HEREBY CERTIFY that the attached Legal Description is true and correct to the best of my knowledge and belief; that it meets the minimum technical standards adopted by the Florida Board of Land Surveyors, Chapter 61G17-6, Florida Statute Section 472.027, and the American Land Title Association, and that there are no visible encroachments unless shown hereon.

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

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 Northside Drive
 Suite 101
 Key West, Fl. 33040
 (305) 293-0466
 Fax: (305) 293-0237

Truman Annex, NAF Key West, Florida
 Key West, Florida 33040

Road Easement - 1.20 Ac.

REVISIONS AND/OR ADDITIONS

8/29/02: Correct L.D.

9/4/02: Correct L.D.

9/4/02: Revise Road Layout

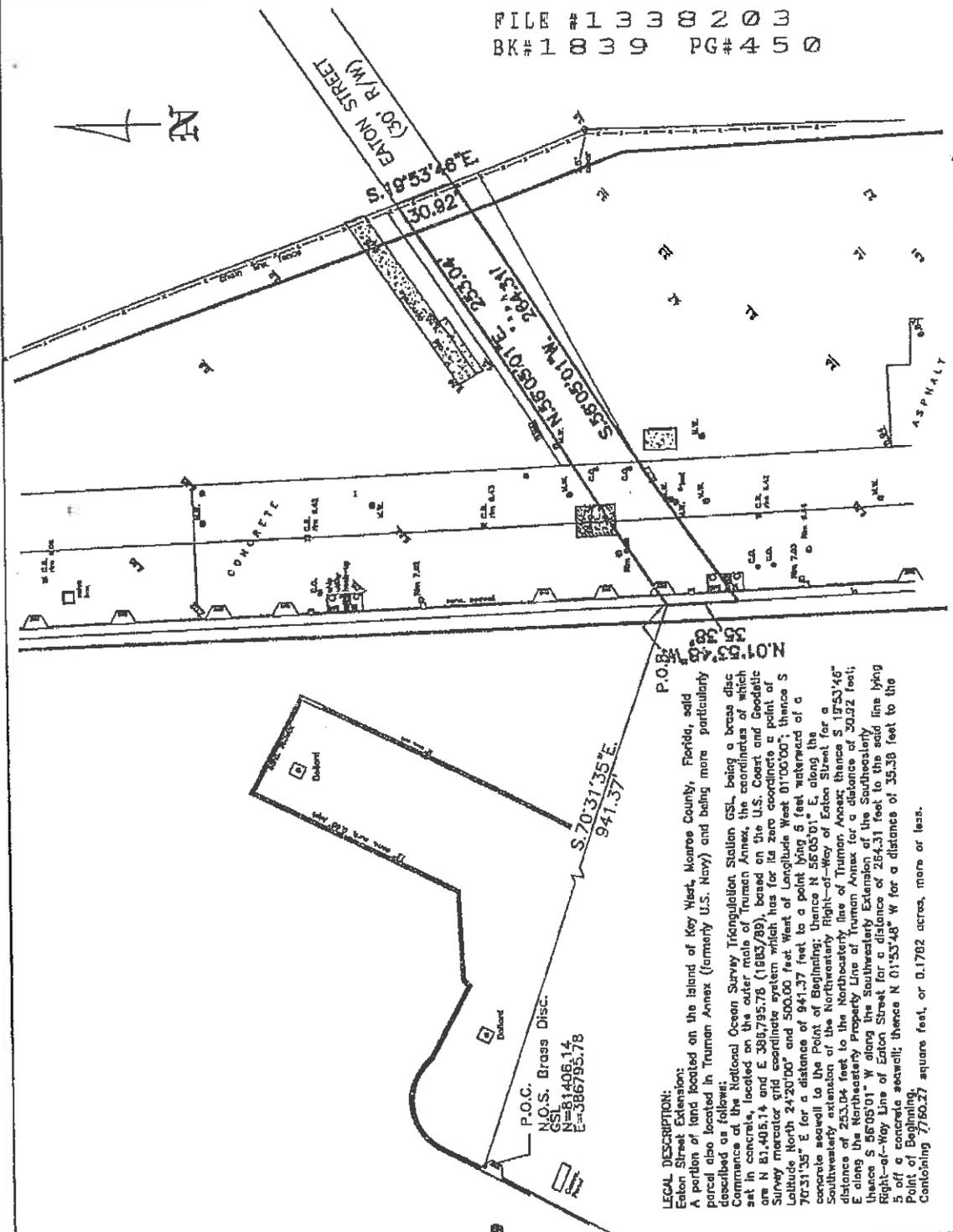
Scale: 1"=120'

Ref. file

Own No.: 02-541

Own By: F.H.H.

Date: 9/10/02



LEGAL DESCRIPTION:
 Eaton Street Extension:
 A portion of land located on the island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:
 Commence at the National Ocean Survey Triangulation Station G5L, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81°40'5.14" and E 398,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey meridian and coordinate system which has for its zero coordinate a point of latitude North 24°20'00" and 500,000 feet West of Longitude West 01°00'00"; thence S 70°31'35" E for a distance of 941.37 feet to a point lying 5 feet westward of a concrete seawall; thence N 01°53'48" W for a distance of 35.38 feet to the Point of Beginning;
 Southwesterly extension:
 distance of 253.04 feet to the Northwesterly Right-of-Way of Eaton Street for a distance of 5.00 feet to the Northwesterly Property Line of Truman Annex for a distance of 20.92 feet; thence S 56°05'01" W along the Southwesterly Extension of the Southwesterly Right-of-Way Line of Eaton Street for a distance of 264.31 feet to the said line lying 5 feet off a concrete seawall; thence N 01°53'48" W for a distance of 35.38 feet to the Point of Beginning;
 Containing 7,786.27 square feet, or 0.1762 acres, more or less.

FINAL Bill of Sale

DATE 1 NOV 2002

REDUCED SCALE

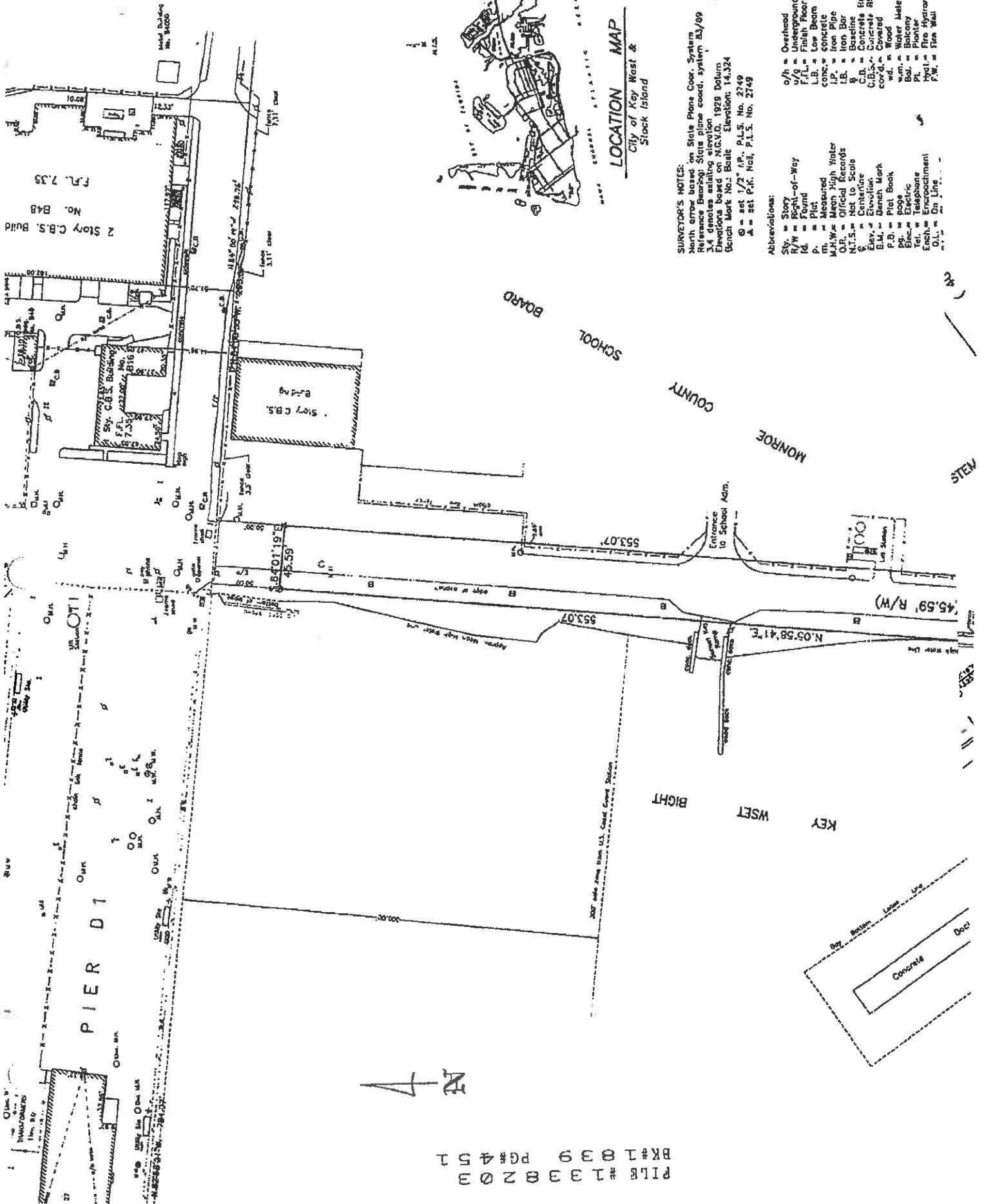
U.S.N. KEY WEST, FLORIDA
Truman Annex

Eaton Street Extension

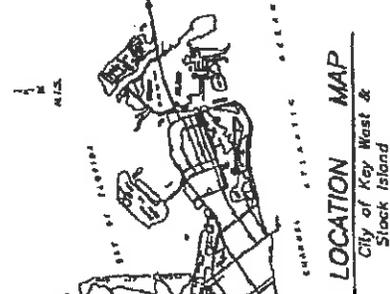
Scale: 1"=50' Dwn No.: 00-516-TA
Date: 1/22/02

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, Fl. 33040
(305) 283-0468
Fax. (305) 283-0237



FILE # 1338203
 BK# 1839 PG# 451



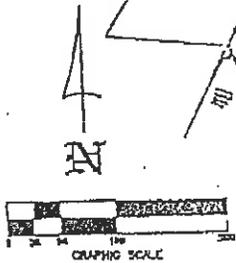
SURVEYOR'S NOTES:
 North arrow based on State Plane Coor. System
 Reference Bearing: State plane coord. system 85/89
 3.4 denotes existing elevation 1928 Datum
 Elevations based on M.S.V.M.
 Bench Mark No. 1: Batic Elevation: 14.324
 O = set 1/2" I.P., P.L.S. No. 2749
 A = set P.K. Hd, P.L.S. No. 2749

Abbreviations:
 S.Y. = Story
 R/W = Right-of-Way
 Id. = Found
 P. = Plat
 m. = Measured
 M.H.W. = Mean High Water
 O.R. = Official Records
 P.L.S. = Port L. Seals
 S. = Survey
 E.L. = Elevation
 B.M. = Bench Mark
 P.B. = Plat Book
 P.S. = page
 Elec. = Electric
 Tel. = Telephone
 Ench. = Encroachment
 O.L. = On Line

o/h = Overhead
u/g = Underground
F.F.L. = Finish Floor Elevation
L.B. = Low Beams
conc. = concrete
I.P. = Iron Pipe
L.B. = Low Beams
B. = Baseline
C.B.S. = Concrete Block Structure
cov'd. = Covered
wd. = Wood
w.m. = Water Meter
Bal. = Balcony
Pl. = Planter
Hydr. = Fire Hydrant
F.W. = Fire Wall

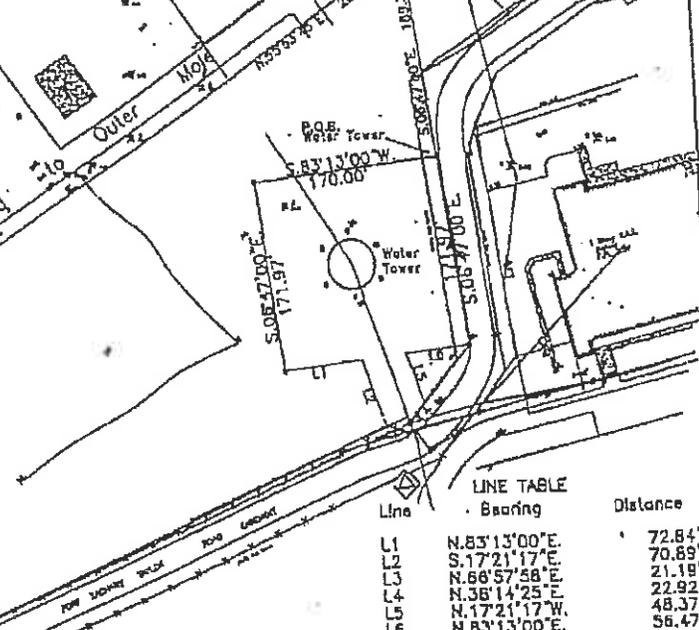
OK
 1/22/02
 F.H. Hildebrandt

P.O. Box 14
 3386792-78



LEGAL DESCRIPTION:
 Water Tower:
 A portion of land located on the Island of Key West, Monroe County, Florida, and
 A parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly
 described as follows:
 Commence at the Helmsford Ocean Survey Triangulation Station 65, being a brass disc
 set in concrete, located on the northeast of Truman Annex, the coordinates of which
 are N 81°40'14" and E 385,733.78 (1903/89), based on the U.S. Coast and Geodetic
 Survey meridian and coordinates of 507.00 feet west of Longitude West 81°00'00"; thence S
 24°23'12" E for a distance of 1789.30 feet to a point lying 5 feet westward of a
 concrete sewer; thence S 34°08'12" E for a distance of 410.53 feet thence N
 55°53'45" E for a distance of 200.89 feet; thence S 08°47'00" E for a distance of 170.00
 feet; thence S 08°47'00" E for a distance of 171.97 feet; thence N 83°13'00" E for a
 distance of 72.84 feet; thence S 17°21'17" E for a distance of 70.89 feet; thence N
 08°37'45" E for a distance of 21.19 feet; thence of 48.37 feet; thence N 83°13'00" E
 for a distance of 56.47 feet; thence N 08°47'00" W for a distance of 171.97 feet to
 the Point of Beginning.
 Containing 3,173.59 square feet, or 0.7268 acres, more or less.

1
 4
 5
 6

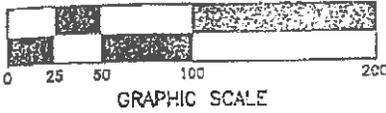


Line	Bearing	Distance
1	N. 83°13'00" E.	72.84'
2	S. 17°21'17" E.	70.89'
3	N. 08°37'45" E.	21.19'
4	N. 21°19'48" E.	48.37'
5	N. 83°13'00" E.	56.47'

1/22/02: New Water Tank Easement
 U.S.N. KEY WEST, FLORIDA
 Truman Annex
 Water Tank Easement
 Scale: 1"=100'
 Date: 1/22/02
 Drawn: Ken 00-516-TA
 FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR
 3150 Northside Drive
 Suite 101 B, 33040
 Key West, FL 33040
 Tel: (305) 293-0465
 Fax: (305) 293-0237

EXHIBIT "G"

P.O.C.
 N.O.S. Brass Disc.
 GSL
 N=81406.14
 E=386795.78



National Marine
 Scantury

P.O.B.
 N=79776.18
 E=388102.85

Centerline 20' wide
 Electrical Easement

Existing
 Electrical
 Easement

Bill Holling

DATE 1 Nov 2002

⊙ = set 1/2" I.P., P.L.S. No. 2749

LINE TABLE

Line	Bearing	Distance
L1	S.18°48'38"E.	20.72'
L2	N.56°37'09"E.	20.00'

FREDERICK H. FLDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 Northside Drive
 Suite 101
 Key West, FL 33040
 (305) 263-1118
 Fax: (305) 263-1117

Truman Annex, NAF Key West, Florida
 Key West, Florida 33040

Electical Easement - 0.41 Ac.

REVISIONS AND/OR ADDITIONS

8/29/02: Correct L.D.
 10/31/02: MADE SURVEY BOLD

Scale: 1"=100'

DATE: 11/02/02

NO: 02-541

BY: F.H.H.

TRUMAN ANNEX
 NAF KEY WEST, FLORIDA
 Electrical EASEMENT
 0.41 Acres

FILE # 1338203
 BK# 1839 PG# 455

LEGAL DESCRIPTION: Electrical Easement:

Prepared by undersigned:

A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows: Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 38°43'35" E for 2089.31 feet to the Point of Beginning; thence S.18°48'38"E., a distance of 20.72 feet; thence S.56°02'40" W., a distance of 620.98 feet; thence N 33°57'20" W., a distance of 289.78 feet; thence N.56°37'09"E.. a distance of 20.00 feet; thence S 33°57'20" E, a distance of 269.58 feet; thence N 56°02'40" E a distance of 606.40 feet to the Point of Beginning.
 Parcel contains 17,867.35 square feet or 0.41 acres, more or less.

CERTIFICATION:

I HEREBY CERTIFY that the attached Legal Description is true and correct to the best of my knowledge and belief; that it meets the minimum technical standards adopted by the Florida Board of Land Surveyors, Chapter 61G17-6, Florida Statute Section 472.027, and the American Land Title Association, and that there are no visible encroachments unless shown hereon.

FREDERICK H. HILDEBRANDT
 Professional Land Surveyor & Mapper No. 2749
 Professional Engineer No. 35810
 State of Florida

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
 Suite 101
 Key West, Fl. 33040
 (305) 293-0466
 Fax: (305) 293-0237

Truman Annex, NAF Key West, Florida
 Key West, Florida 33040

Electrical Easement - 0.41 Ac.

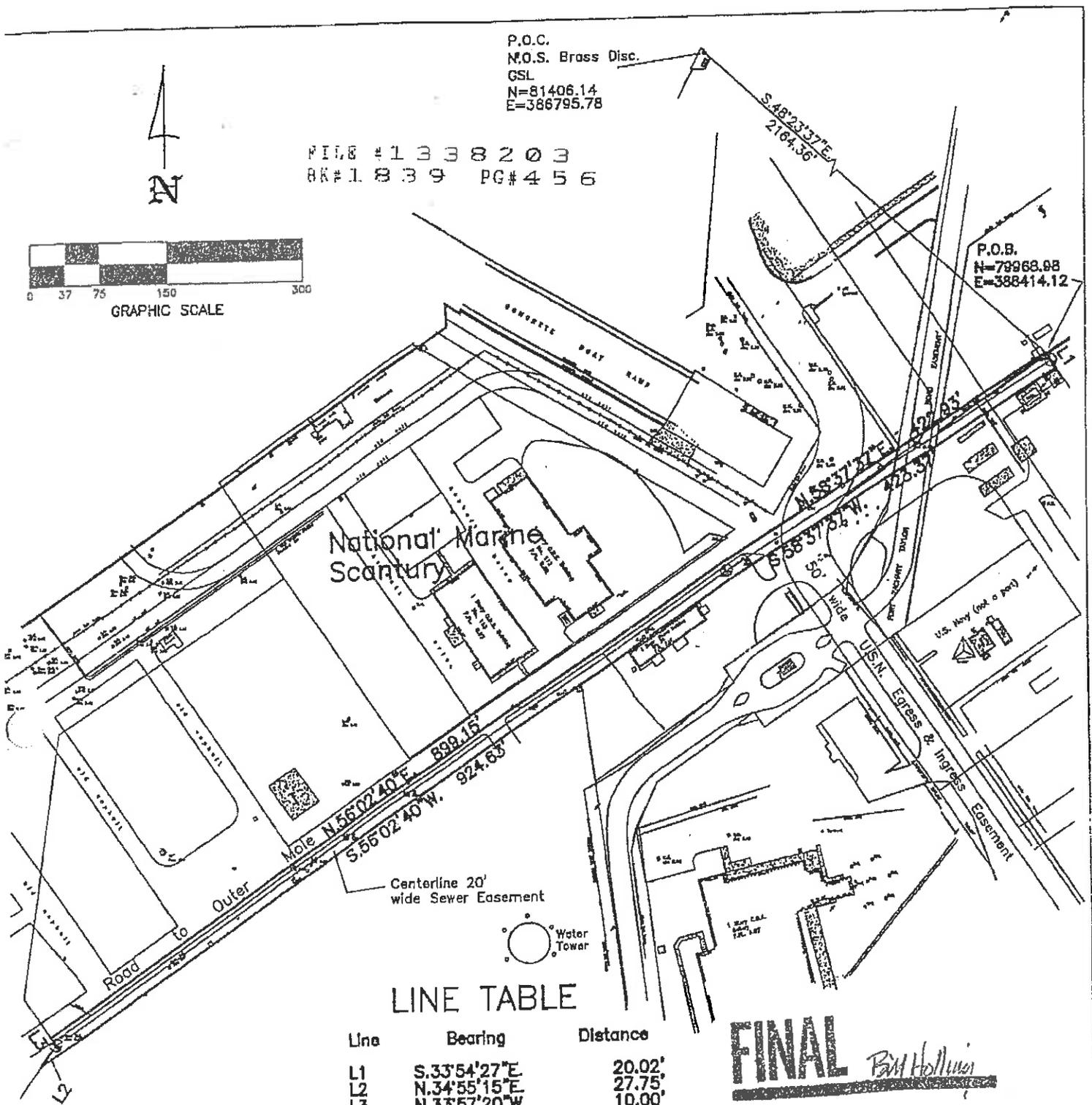
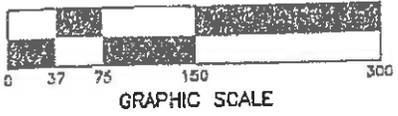
REVISIONS AND/OR ADDITIONS

8/29/02: Correct L.D.

Date: 1"=100'	Ref. file	Dwn No.: 02-541
Date: 8/20/02		Dwn. By: F.H.H.

P.O.C.
 N.O.S. Brass Disc.
 GSL
 N=81406.14
 E=386795.78

FILE #1338203
 BK#1839 PG#456



LINE TABLE

Line	Bearing	Distance
L1	S.33°54'27"E.	20.02'
L2	N.34°55'15"E.	27.75'
L3	N.33°57'20"W.	10.00'

FINAL *Bill Hollister*

DATE 1 Nov 2002

⊙ = Set 1/2" I.B., P.L.S. No. 2749

FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR
 3150 Northside Drive
 Suite 101
 Key West, Fl. 33040
 (305) 293-0466
 Fax. (305) 293-0237

Scale: 1"=150'
 Date: 8/29/02

Ref. file
 Dwn No.: 02-541
 Dwn. By: F.H.H.

Truman Annex, NAF Key West, Florida
 Key West, Florida 33040

Sewer Easement - 0.62 Ac.

REVISIONS AND/OR ADDITIONS
 8/29/02: Correct L.D.

TRUMAN ANNEX
 NAF-KEY WEST, FLORIDA
 SEWER EASEMENT
 0.62 Acres

FILE #1338203
 BK#1839 PG#457

LEGAL DESCRIPTION: Sewer Easement:

Prepared by undersigned:

A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows; Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 48°23'37" E for 2164.36 feet to the Point of Beginning; thence S.33°54'27" E., a distance of 20.02 feet; thence S 58°37'37" W a distance of 423.37 feet; thence S 56°02'40" W a distance of 924.63 feet; thence N 34°55'15" E a distance of 27.75 feet; thence N 33°57'20" W a distance of 10.00 feet; thence N 56°02'40" E a distance of 899.15 feet; thence N 58°37'37" E a distance of 422.93 feet to the Point of Beginning.

Parcel contains 26572 square feet or 0.62 acres, more or less.

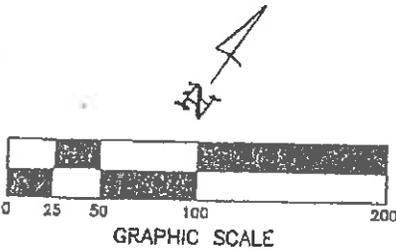
CERTIFICATION:

I HEREBY CERTIFY that the attached Legal Description is true and correct to the best of my knowledge and belief; that it meets the minimum technical standards adopted by the Florida Board of Land Surveyors, Chapter 61G17-6, Florida Statute Section 472.027, and the American Land Title Association, and that there are no visible encroachments unless shown hereon.

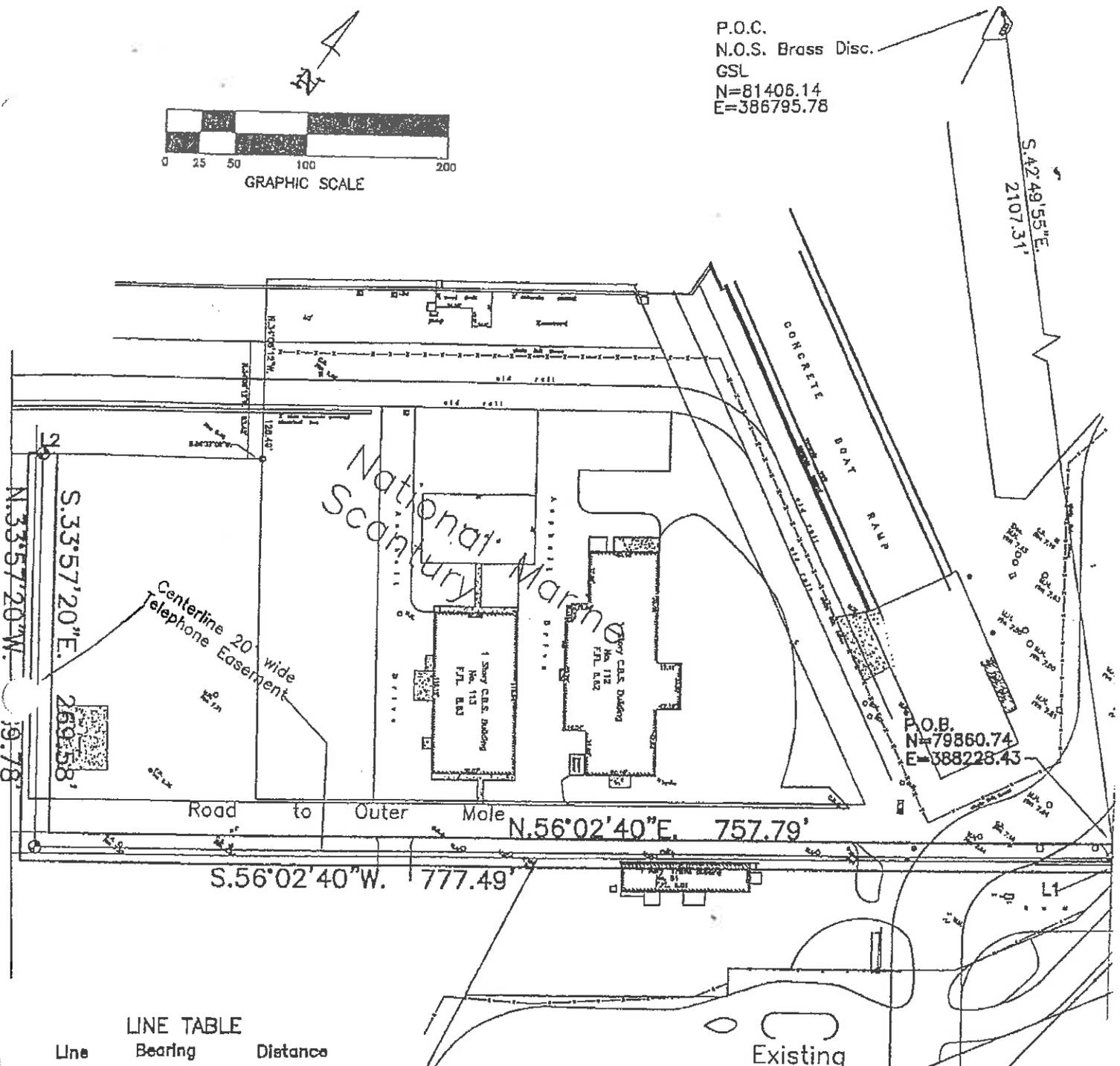
FREDERICK H. HILDEBRANDT
 Professional Land Surveyor & Mapper No. 2749
 Professional Engineer No. 36810
 State of Florida

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

FREDERICK H. HILDEBRANDT ENGINEER PLANNER SURVEYOR 3150 Northside Drive Suite 101 Key West, Fl. 33040 (305) 293-0466 Fax: (305) 293-0237		Truman Annex, NAF Key West, Florida Key West, Florida 33040	
		Sewer Easement - 0.62 Ac.	
		REVISIONS AND/OR ADDITIONS	
		8/29/02: Correct L.O.	
Scale: 1"=150'	Ref. file	Own No.: 02-541	
Date: 8/20/02		Own. By: F.H.H.	



P.O.C.
 N.O.S. Brass Disc.
 GSL
 N=81406.14
 E=386795.78



LINE TABLE

Line	Bearing	Distance
L1	S. 33° 05' 39" E.	20.00'
L2	N. 56° 37' 09" E.	20.00'

⊙ = set 1/2" I.P., P.L.S. No. 2749

Existing Telephone Easement

Sheet 1 of 2

FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 Northside Drive
 Suite 101
 Key West, Fl. 33040
 (305) 293-0466
 Fax. (305) 293-0237

Truman Annex, NAF Key West, Florida
 Key West, Florida 33040

Telephone Easement - 0.48 Ac.

REVISIONS AND/OR ADDITIONS

FINAL *Paul Holliman*

Scale: 1"=100'
 Date: 8/20/02
 Ref. file
 Dwn No.: 02-541
 Dwn. By: F.H.H.

TRUMAN ANNEX
NAF KEY WEST, FLORIDA
TELEPHONE EASEMENT
0.48 Acres

FILE #1338203
BK#1.839 PG#459

LEGAL DESCRIPTION: Telephone Easement:

Prepared by undersigned:

A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows: Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 42°49'55" E for 2107.31 feet to the Point of Beginning; thence S.33°05'39" E., a distance of 20.00 feet; thence S.56°02'40" W., a distance of 777.49 feet; thence N 33°57'20" W., a distance of 289.78 feet; thence N.56°37'09"E., a distance of 20.00 feet; thence S 33°57'20" E, a distance of 269.58 feet; thence N 56°02'40" E a distance of 757.79 feet to the Point of Beginning.

Parcel contains 20,946.34 square feet or 0.48 acres, more or less.

CERTIFICATION:

I HEREBY CERTIFY that the attached Legal Description is true and correct to the best of my knowledge and belief; that it meets the minimum technical standards adopted by the Florida Board of Land Surveyors, Chapter 61G17-6 Florida Statute Section 472.027, and the American Land Title Association, and that there are no visible encroachments unless shown hereon.

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

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

Sheet 2 of 2

FREDERICK H. HILDEBRANDT ENGINEER PLANNER SURVEYOR 3150 Telephone Drive Suite 101 Key West, Florida 33040 (305) 344-1111 Fax: (305) 344-1127	Truman Annex, NAF Key West, Florida Key West, Florida 33040
	Telephone Easement - 0.48 Ac.
	REVISIONS AND/OR ADDITIONS
Scale: 1"=100'	Draw No.: 02-541
Date: 8/20/02	By: F.H.H.

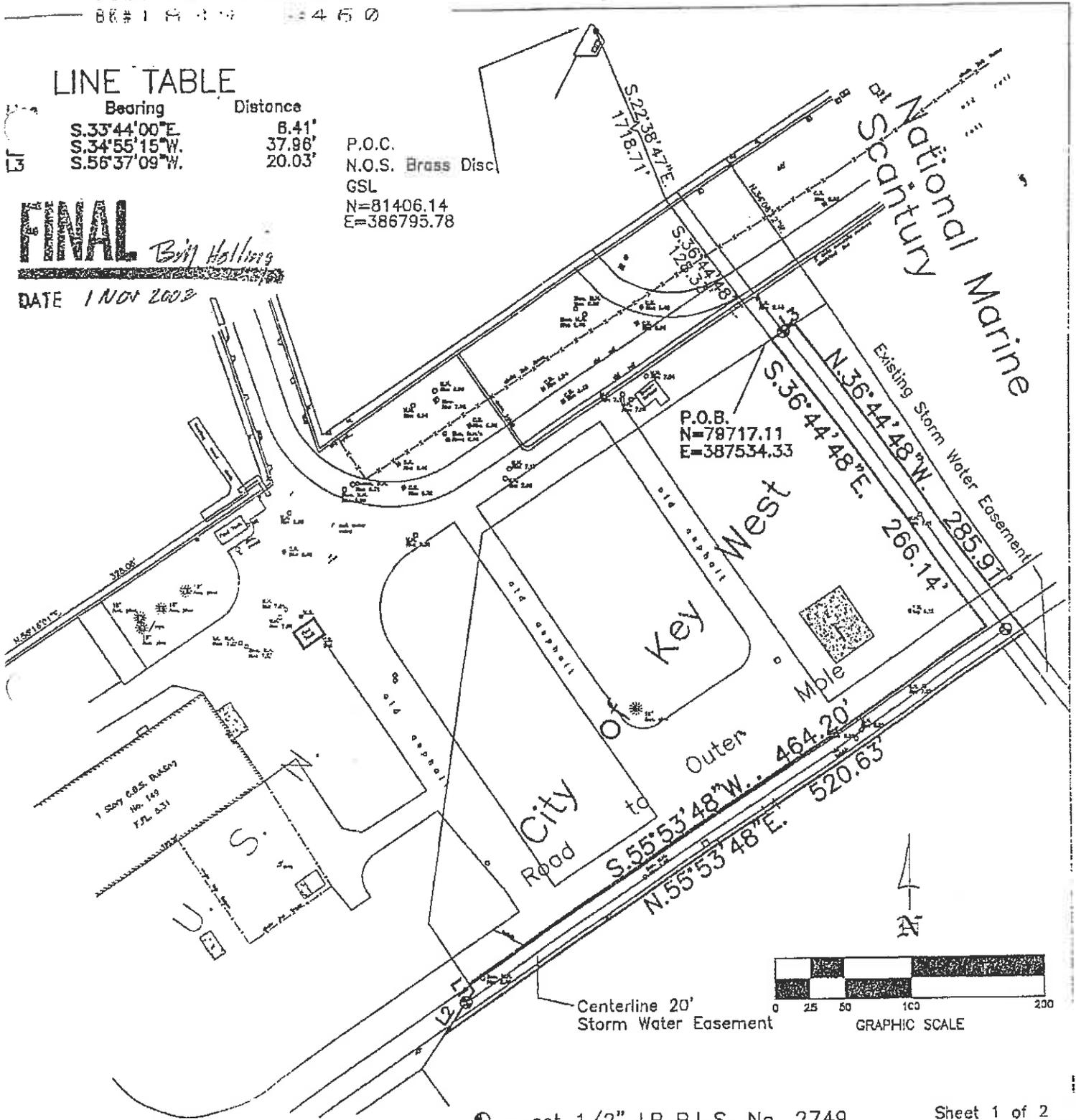
LINE TABLE

Bearing	Distance
S.33°44'00"E.	8.41'
S.34°55'15"W.	37.96'
S.56°37'09"W.	20.03'

P.O.C.
 N.O.S. Brass Disc
 GSL
 N=81406.14
 E=386795.78

FINAL Bill Holling

DATE 1 NOV 2002



⊕ = set 1/2" I.P., P.L.S. No. 2749 Sheet 1 of 2

FREDERICK H. ELDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 Normandie Drive
 Suite 101
 Key West, FL 33040
 (305) 282-1111
 Fax: (305) 282-1111

Truman Annex, NAF Key West, Florida
 Key West, Florida 33040

Storm Water Easement 1 - 0.35 Ac.

REVISIONS AND/OR ADDITIONS

8/29/02: Correct L.D.
 9/4/02: Revise L.D.

Scale: 1"=100'

02-541

TRUMAN ANNEX
 NAF KEY WEST, FLORIDA
 STORM WATER EASEMENT 1
 0.35 Acres

FILE # 1338203
 BK# 1839 PG# 461

LEGAL DESCRIPTION: Storm Water Easement1:

Prepared by undersigned:

A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows; Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 22°38'47" E for 1718.71 feet to a point lying 5.00 feet off a concrete seawall; thence S 36°44'48" E for a distance of 128.33 feet to the Point of Beginning; thence continue S.36°44'48"E., a distance of 266.14 feet; thence S.55°53'48" W., a distance of 464.20 feet; thence S 33°44'00" E., a distance of 6.41 feet; thence S 34°55'15" W, a distance of 37.96 feet; thence N.55°53'48" E., a distance of 520.63 feet; thence N 36°44'48" W a distance of 285.91 feet; thence S 56°37'09" W a distance of 20.03 feet to the Point of Beginning.

Parcel contains 15255 square feet or 0.35 acres, more or less.

Sheet 2 of 2

FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 Northside Drive
 Suite 101
 Key West, Fl. 33040
 (305) 293-0466
 Fax: (305) 293-0237

Truman Annex, NAF Key West, Florida
 Key West, Florida 33040

Storm Water Easement 1 - 0.35 Ac.

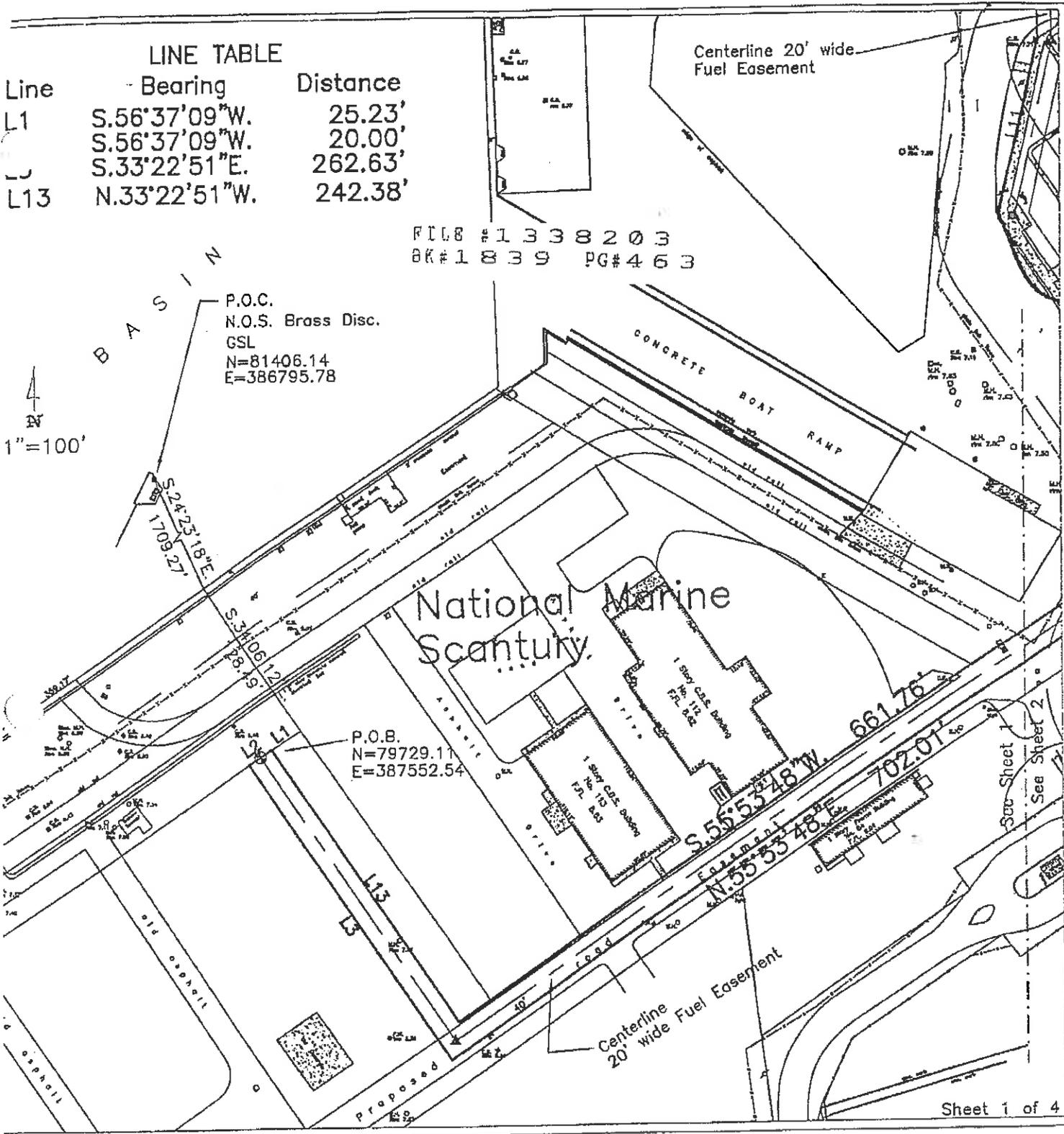
REVISIONS AND/OR ADDITIONS

8/29/02: Correct L.D.
 9/4/02: Revise L.D.

Scale: 1" = 100'

Ref. file

Dwn No.: 02-541



LINE TABLE

Line	Bearing	Distance
L1	S.56°37'09"W.	25.23'
L2	S.56°37'09"W.	20.00'
L3	S.33°22'51"E.	262.63'
L13	N.33°22'51"W.	242.38'

FILE # 1 3 3 8 2 0 3
BK # 1 8 3 9 PG # 4 6 3

P.O.C.
N.O.S. Brass Disc.
GSL
N=81406.14
E=386795.78

P.O.B.
N=79729.11
E=387552.54

1" = 100'

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, Fl. 33040
(305) 293-0466
Fax. (305) 293-0237

Truman Annex, NAF Key West, Florida
Key West, Florida 33040

Fuel Line Easement - 1.27 Ac.

REVISIONS AND/OR ADDITIONS

8/29/02; add Line Table

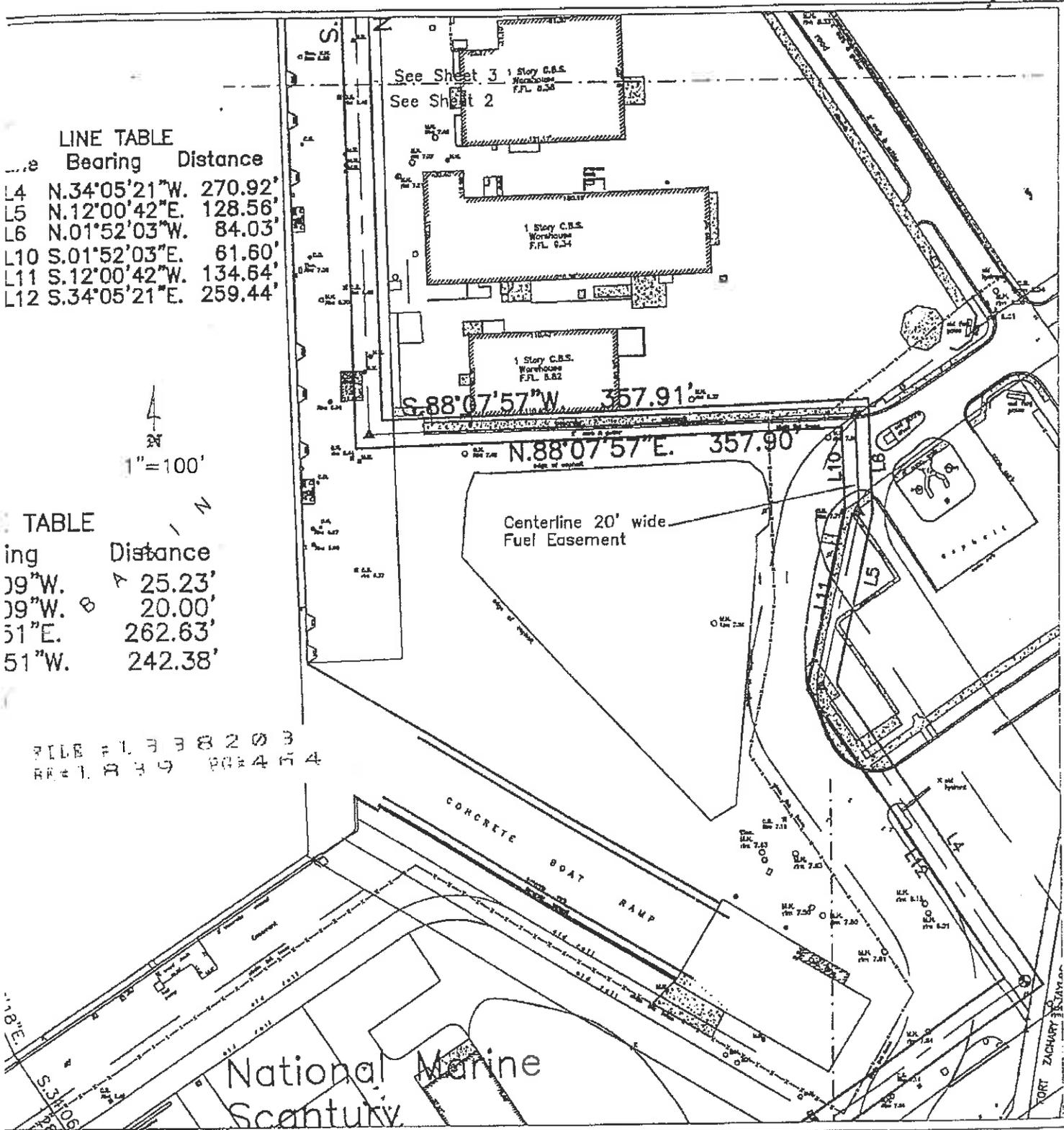
FINAL

Bill Hildebrandt

Scale: 1" = 100'
Date: 8/20/02

Ref. file

Dwn No.: 02-541
Dwn. By: F.H.H.



LINE TABLE

Line	Bearing	Distance
L4	N.34°05'21"W.	270.92'
L5	N.12°00'42"E.	128.56'
L6	N.01°52'03"W.	84.03'
L10	S.01°52'03"E.	61.60'
L11	S.12°00'42"W.	134.64'
L12	S.34°05'21"E.	259.44'

TABLE

Line	Bearing	Distance
L7	09°W.	25.23'
L8	09°W.	20.00'
L9	51°E.	262.63'
L13	51°W.	242.38'

FILE # 1 3 3 8 2 0 3
 REF. 1 1 3 9 0 2 4 1 4

National Marine
 Scantulk

FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 Northside Drive
 Suite 101
 Key West, Fl. 33040
 (305) 293-0466
 Fax. (305) 293-0237

Truman Annex, NAF Key West, Florida
 Key West, Florida 33040

Fuel Line Easement - 1.27 Ac.

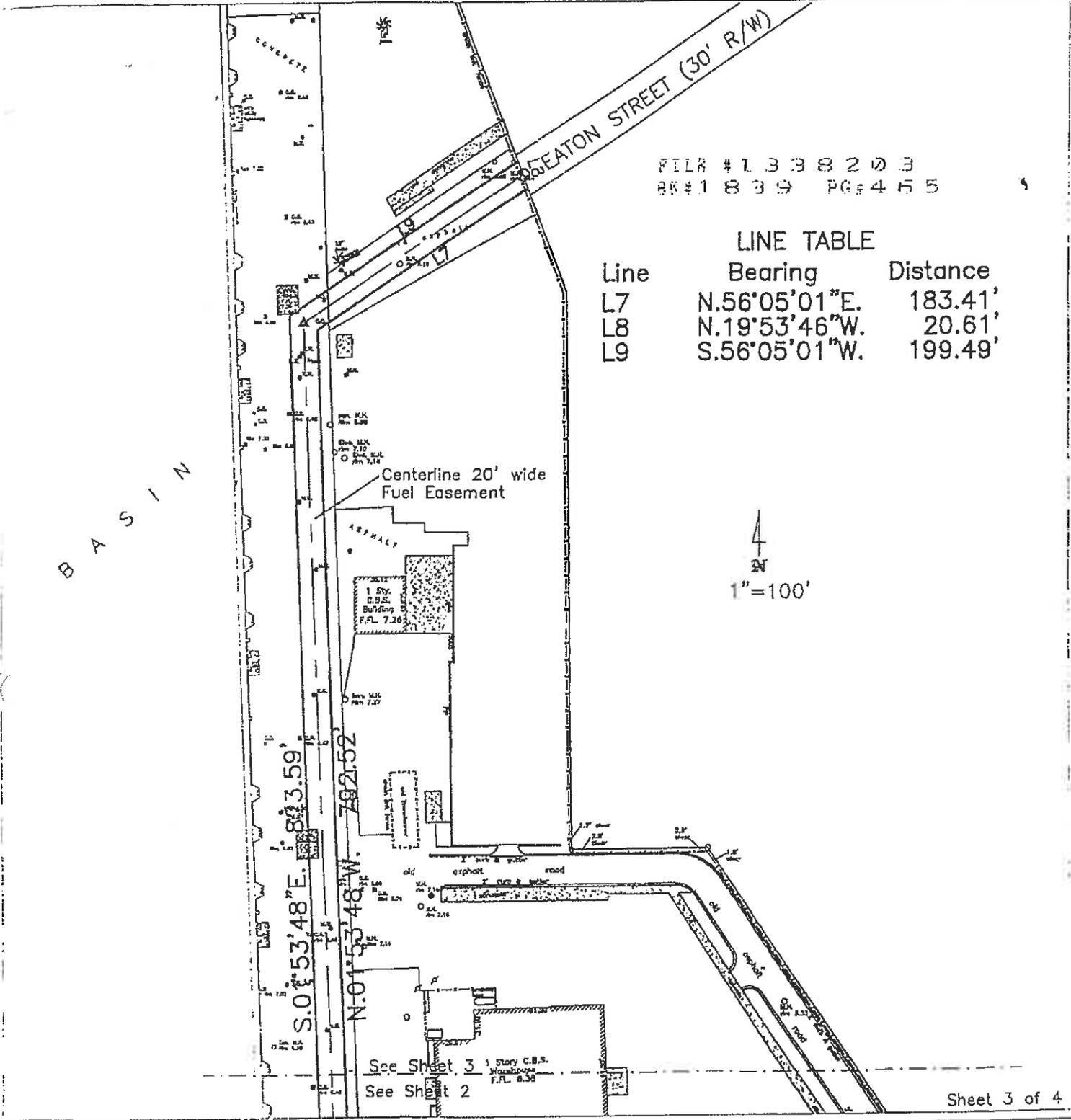
REVISIONS AND/OR ADDITIONS

8/29/02: add Line Table

Scale: 1"=100'
 Date: 8/29/02

Ref. file

Dwn No.: 02-541
 Dwn. By: F.H.H.



FILE # 1338203
 BK# 1839 PG# 455

LINE TABLE

Line	Bearing	Distance
L7	N.56°05'01"E.	183.41'
L8	N.19°53'46"W.	20.61'
L9	S.56°05'01"W.	199.49'

North Arrow
 1"=100'

FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 North...
 Suite 101
 Key West, FL 33040
 (305) 293-1111
 Fax: (305) 293-1111

Truman Annex, NAF Key West, Florida
 Key West, Florida 33040

Fuel Line Easement - 1.27 Ac.

REVISIONS AND/OR ADDITIONS

8/29/02: add Line Table

Scale: 1"=100'

Drawn: 02-541

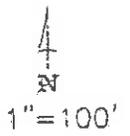
Date: 8/29/02

By: F.H.H.

Sheet 3 of 4

LINE TABLE

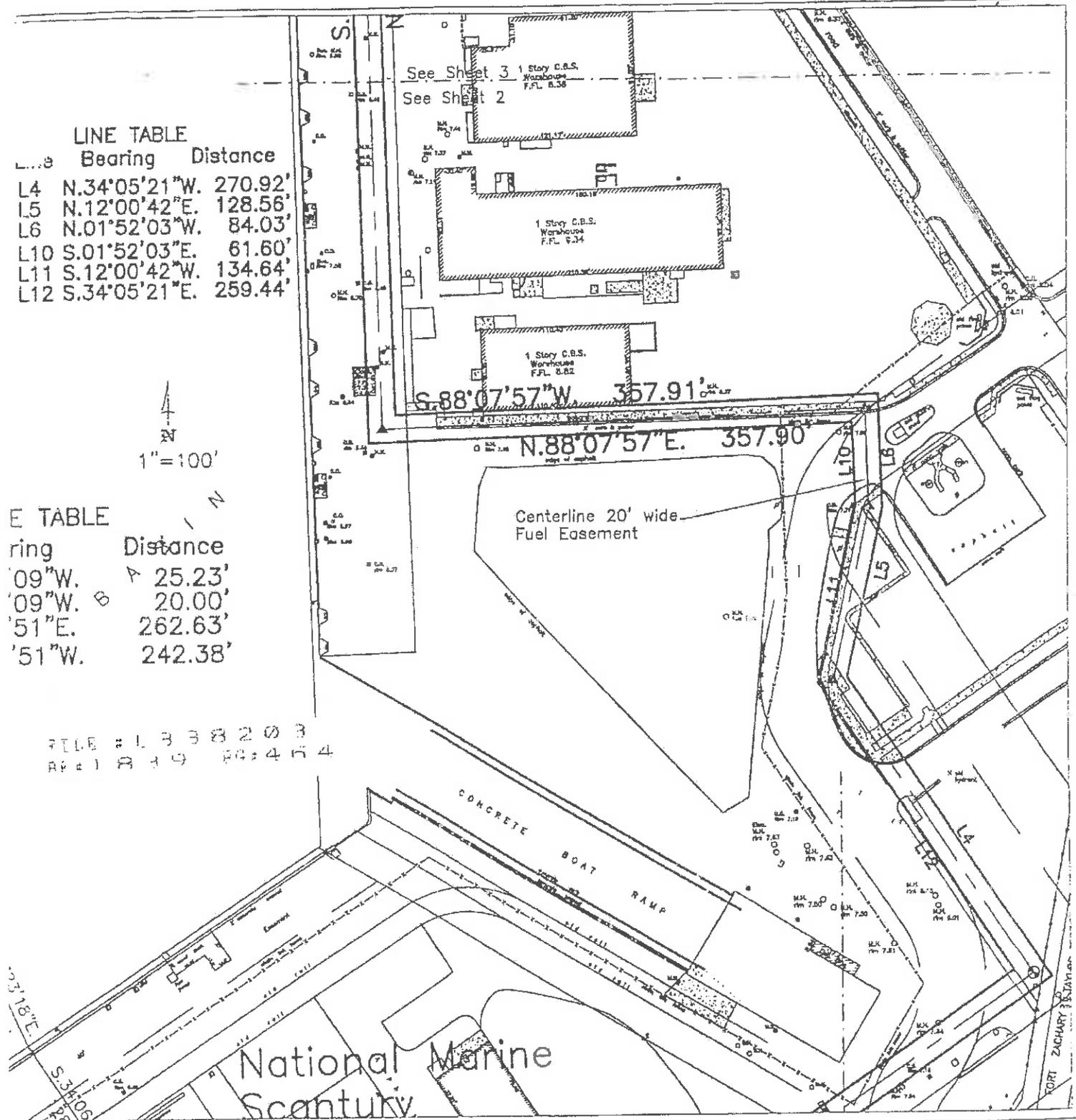
Line	Bearing	Distance
L4	N.34°05'21"W.	270.92'
L5	N.12°00'42"E.	128.56'
L6	N.01°52'03"W.	84.03'
L10	S.01°52'03"E.	61.60'
L11	S.12°00'42"W.	134.64'
L12	S.34°05'21"E.	259.44'



E TABLE

Line	Bearing	Distance
L7	S.09°W.	25.23'
L8	S.09°W.	20.00'
L9	S.51°E.	262.63'
L13	S.51°W.	242.38'

FILE # 1338203
 REF # 1839 PG: 4 of 4



National Marine
 Scantury

FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 Northside Drive
 Suite 101
 Key West, Fl. 33040
 (305) 293-0466
 Fax: (305) 293-0237

Truman Annex, NAF Key West, Florida
 Key West, Florida 33040

Fuel Line Easement - 1.27 Ac.

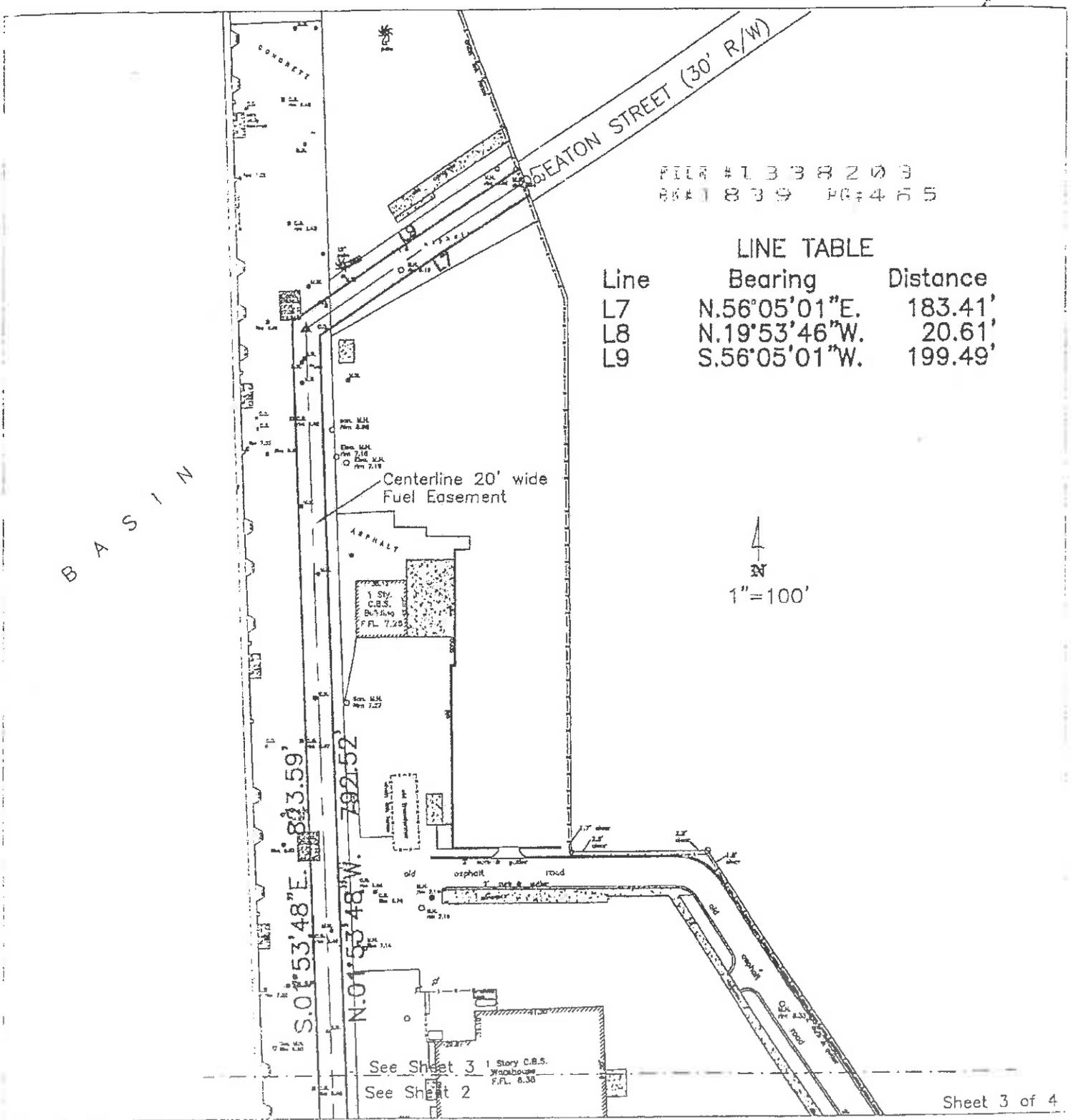
REVISIONS AND/OR ADDITIONS

8/29/02: add Line Table

Scale: 1"=100'
 Date: 8/26/02

Ref. file

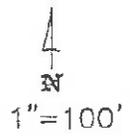
Dwn No.: 02-541
 Dwn. By: F.H.H.



FILE # 1338203
 88#1839 PG#455

LINE TABLE

Line	Bearing	Distance
L7	N.56°05'01"E.	183.41'
L8	N.19°53'46"W.	20.61'
L9	S.56°05'01"W.	199.49'



Sheet 3 of 4

FREDERICK H. ELDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 North ...
 Suite 101
 Key West, Florida 33040
 (305) 293-...
 Fax: (305) ...

Truman Annex, NAF Key West, Florida
 Key West, Florida 33040

Fuel Line Easement - 1.27 Ac.

REVISIONS AND/OR ADDITIONS

8/29/02: add Line Table

Scale: 1"=100'

02-541

Date: 8/20/02

FRH.

TRUMAN ANNEX
 NAF KEY WEST, FLORIDA
 FUEL LINE EASEMENT

1.27 Acres LEGAL DESCRIPTION: Fuel Line:

PLAT # L 3 3 8 2 0 3
 BE# 1 8 3 4 PG# 4 6 6

Prepared by undersigned:

A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows; Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 385,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 24°23'18" E for for a distance of 1709.27 feet to a point lying 5.00 feet waterward of a concrete seawall; thence S 34°06'12" E for a distance of 128.49 feet; thence S.56°37'09"W., a distance of 25.23 feet to the Point of Beginning; thence S.56°37'09"W., a distance of 20.00 feet; thence S.33°22'51"E., a distance of 262.63 feet; thence N.55°53'48"E., a distance of 702.01 feet; thence N.34°05'21"W., a distance of 270.92 feet; thence N.12°00'42"E., a distance of 128.56 feet; thence N.01°52'03"W., a distance of 84.03 feet; thence S.88°07'57"W., a distance of 357.91 feet; thence N.01°53'48"W., a distance of 792.52 feet; thence N.56°05'01"E., a distance of 183.41 feet to the Southwesterly Right-of-Way Line of Eaton Street; thence N.19°53'46"W., and along the said Southwesterly Right-of-Way Line of Eaton Street a distance of 20.61 feet; thence S.56°05'01"W., and leaving the said Southwesterly Right-of-Way line of Eaton Street a distance of 199.49 feet; thence S.01°53'48"E., a distance of 823.59 feet; thence N.88°07'57"E., a distance of 357.90 feet; thence S.01°52'03"E., a distance of 61.60 feet; thence S.12°00'42"W., a distance of 134.64 feet; thence S.34°05'21"E., a distance of 259.44 feet; thence S.55°53'48"W., a distance of 661.76 feet; thence N.33°22'51"W., a distance of 242.38 feet to the Point of Beginning. Parcel contains 55228 square feet or 1.27 acres, more or less.

CERTIFICATION:

I HEREBY CERTIFY that the attached Legal Description is true and correct to the best of my knowledge and belief; that it meets the minimum technical standards adopted by the Florida Board of Land Surveyors, Chapter 61G17-6, Florida Statute Section 472.027, and the American Land Title Association, and that there are no visible encroachments unless shown hereon.

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

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

Sheet 4 of 4

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150
 Suite 101
 Key West 33040
 (305) 234-
 Fax 234-

Truman Annex, NAF Key West, Florida
 Key West, Florida 33040

Fuel Line Easement - 1.27 Ac.

REVISIONS AND/OR ADDITIONS

8/29/02: add Line Table

Scale: 1"=100'

02-541

Date: 8/20/02

B. F. H.

DATE 1 Nov 2002
Bill Volney

U.S. ARMY G.O.E. MONUMENT (7-3)
 P.O.C. 8408437
 P.O.C. 20016491
 P.O.C. MON. 20

3 DISTANCE 20.00 TO THE N.E. CORNER OF PIER D-1 ORIGINATED IN FACE OF THE SURVEY; 3 DISTANCE 20.00 TO THE E.P. MONUMENT 73-17 1957.

1
 PIER D 1

2
 PIER D 2

3
 2 Story C.B.S. Building No. 848

4
 1 Story Bldg. (Structure)

5
 Fort of Easement goes past R/W Line

6
 KEY WEST BIGHT

7
 MONROE COUNTY SCHOOL BOARD

8
 TRUMBO FUEL FARM

9
 TRUMBO ROAD

10
 P.O.C.

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U.S. ARMY G.O.E. MONUMENT (7-3)
 P.O.C. 8408437
 P.O.C. 20016491
 P.O.C. MON. 20

3 DISTANCE 20.00 TO THE N.E. CORNER OF PIER D-1 ORIGINATED IN FACE OF THE SURVEY; 3 DISTANCE 20.00 TO THE E.P. MONUMENT 73-17 1957.

1
 PIER D 1

2
 PIER D 2

3
 2 Story C.B.S. Building No. 848

4
 1 Story Bldg. (Structure)

5
 Fort of Easement goes past R/W Line

6
 KEY WEST BIGHT

7
 MONROE COUNTY SCHOOL BOARD

8
 TRUMBO FUEL FARM

9
 TRUMBO ROAD

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 P.O.C.

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U.S. ARMY G.O.E. MONUMENT (7-3)
 P.O.C. 8408437
 P.O.C. 20016491
 P.O.C. MON. 20

3 DISTANCE 20.00 TO THE N.E. CORNER OF PIER D-1 ORIGINATED IN FACE OF THE SURVEY; 3 DISTANCE 20.00 TO THE E.P. MONUMENT 73-17 1957.

1
 PIER D 1

2
 PIER D 2

3
 2 Story C.B.S. Building No. 848

4
 1 Story Bldg. (Structure)

5
 Fort of Easement goes past R/W Line

6
 KEY WEST BIGHT

7
 MONROE COUNTY SCHOOL BOARD

8
 TRUMBO FUEL FARM

9
 TRUMBO ROAD

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U.S. ARMY G.O.E. MONUMENT (7-3)
 P.O.C. 8408437
 P.O.C. 20016491
 P.O.C. MON. 20

3 DISTANCE 20.00 TO THE N.E. CORNER OF PIER D-1 ORIGINATED IN FACE OF THE SURVEY; 3 DISTANCE 20.00 TO THE E.P. MONUMENT 73-17 1957.

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REDUCED SCALE

U.S.N. KEY WEST, FLORIDA
 Trumbo Point

Sanitary Easement

Scale: 1"=100'
 Date: 12/17/00

3150 Nordside Drive
 Suite 101
 Key West, FL 33603
 (305) 293-0466
 Fax: (305) 293-0237

Line	Bearing	Distance
L1	S.82°54'18"E	20.00'
L2	S.84°01'19"E	34.84'
L3	S.05°58'41"W	39.00'
L4	N.84°01'19"W	55.25'

FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

Parcel contains 17882 square feet or 0.41 acres, more or less.

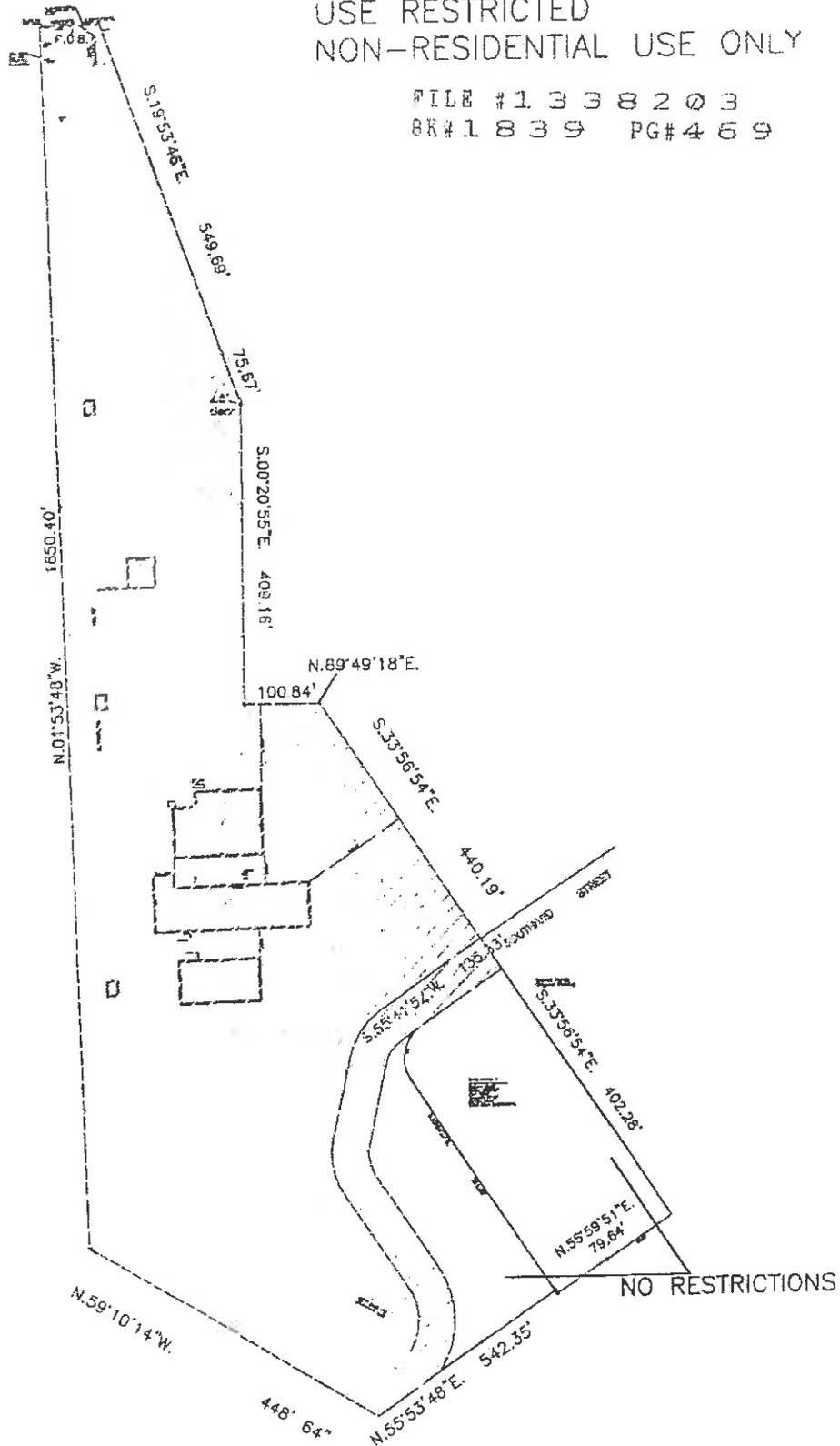
Key West EDC MOA Exhibit G

Development Plan Submission Criteria

Plans shall be prepared by a registered architect or engineer and include: proposed use; proposed lot or building site lines with dimensions, setbacks, parking and landscaped yards; location and floor area size of all existing and proposed buildings; building elevations; and, designation of all dwelling unit types and number of units.

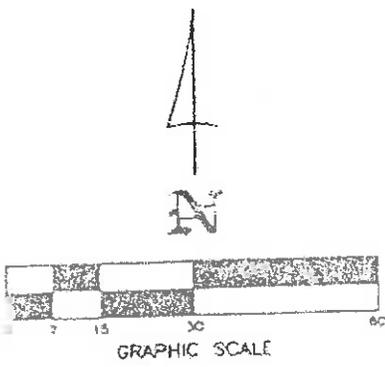
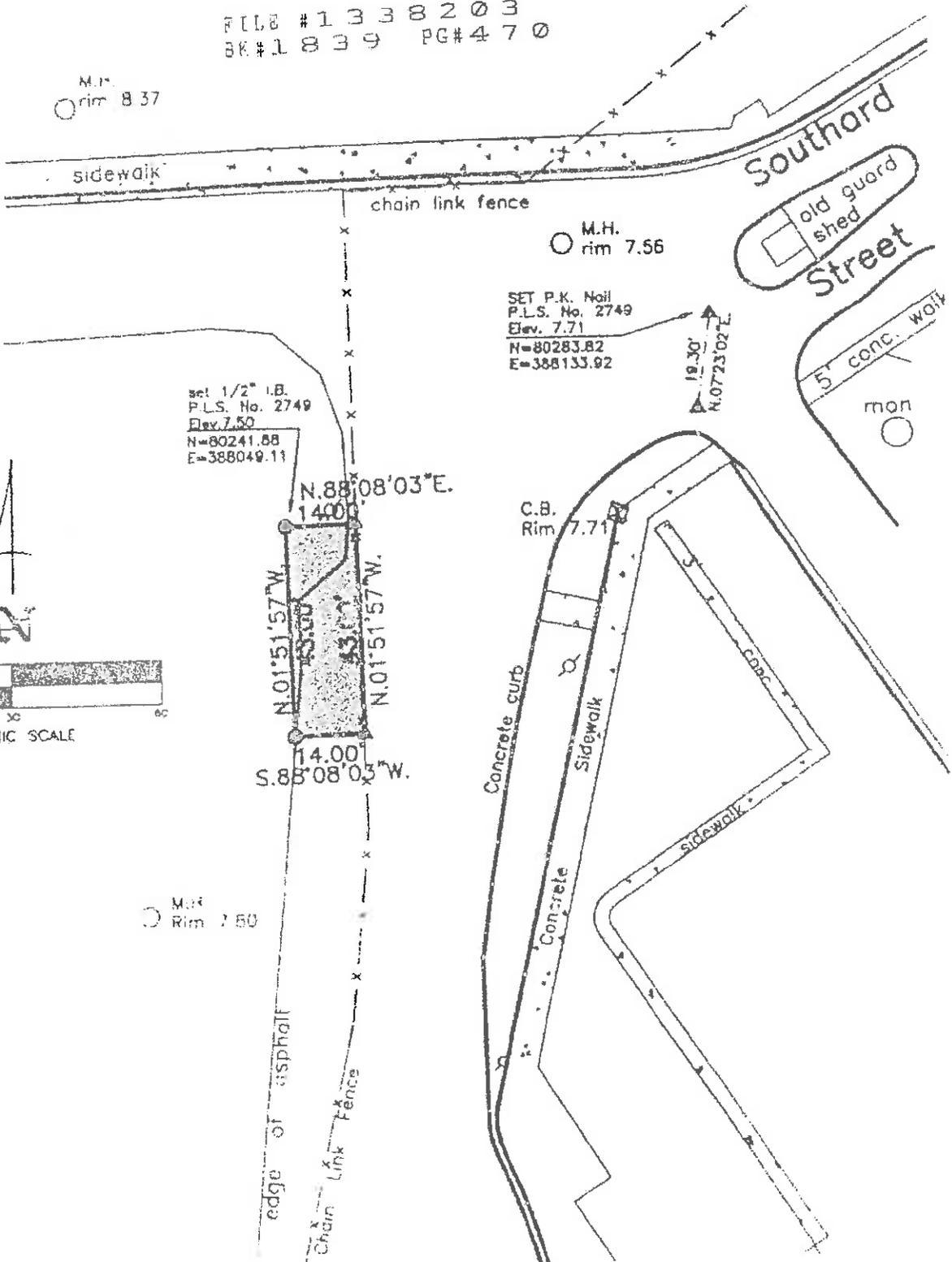
PARCEL E - DARK GREEN
SOIL AND GROUNDWATER
USE RESTRICTED
NON-RESIDENTIAL USE ONLY

FILE #1338203
BK#1839 PG#469



FILE # 1338203
 BK # 1839 PG # 470

M.H.
 rim 8.37



set 1/2" I.B.
 P.L.S. No. 2749
 Elev. 7.50
 N=80241.88
 E=388049.11

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 E=388133.92

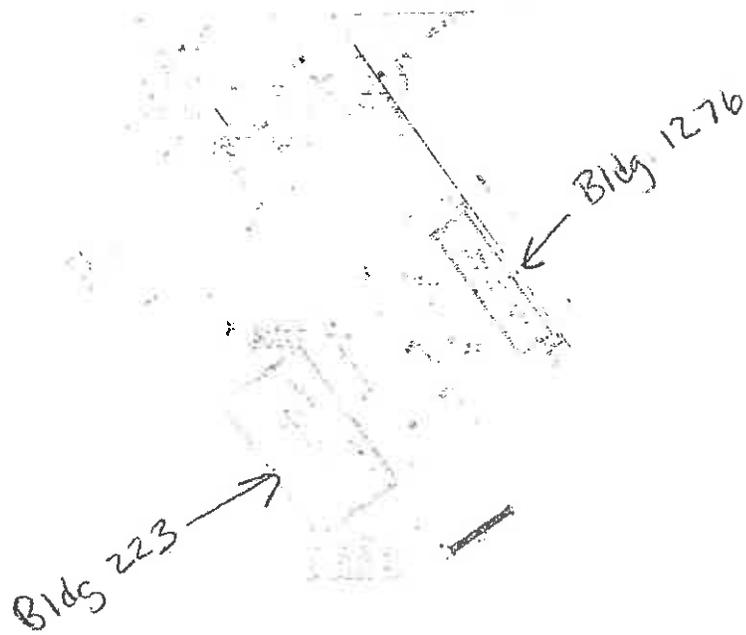
19.30'
 N.07°23'02"E

C.B.
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M.H.
 Rim 7.80

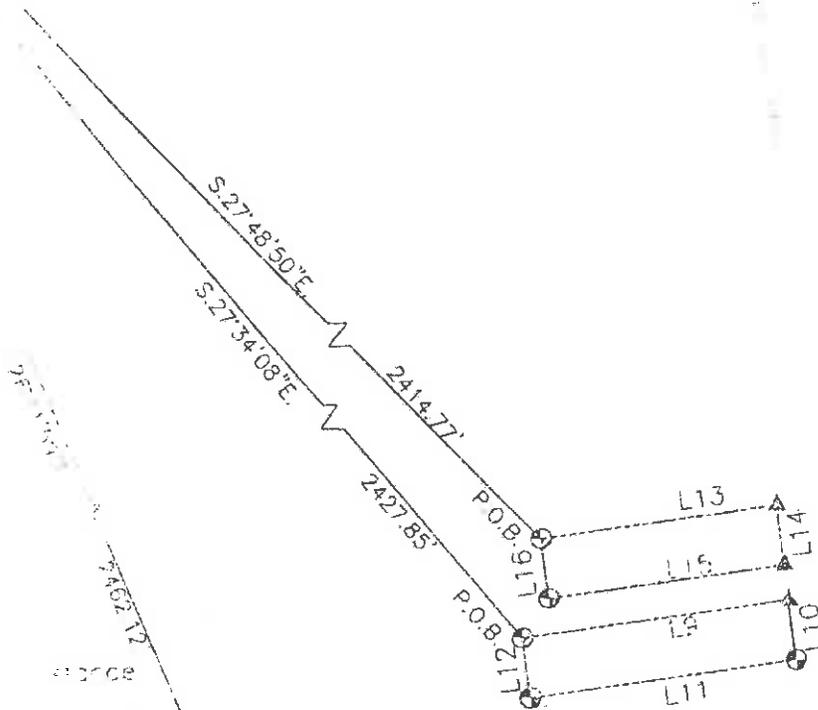
prepared by: Frederick H. Hilgendorf 3150 Northside Drive Key West, Florida 33941 (305) 293-0466	U.S.N. N.A.S. Key West, Florida Site Boundary Map Figure No. R-2	Date: 6/5/00	Tetra Tech NUS, Inc. 661 Anderson Drive Pittsburgh, Pa. 15220
		F.H.H. No. 00-257	
		Scale: 1"=30'	
		Dwn. By: F.H.H.	

FILE #1338203
BY #1839 PC:472



site B

DRMO - Soil Restrictions Non-Residential Reuse

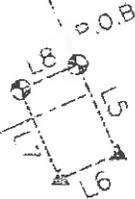


Line

- L5
- L6
- L7
- L8
- L9
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- L11
- L12
- L13
- L14
- L15
- L16
- L17

Distance

- 16.00'
- 10.00'
- 6.00'
- 6.00'
- 4.50'
- 10.00'
- 15.00'
- 10.00'
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- 10.00'



DRMO - Engineering Control Soil Restrictions Non-Residential Reuse

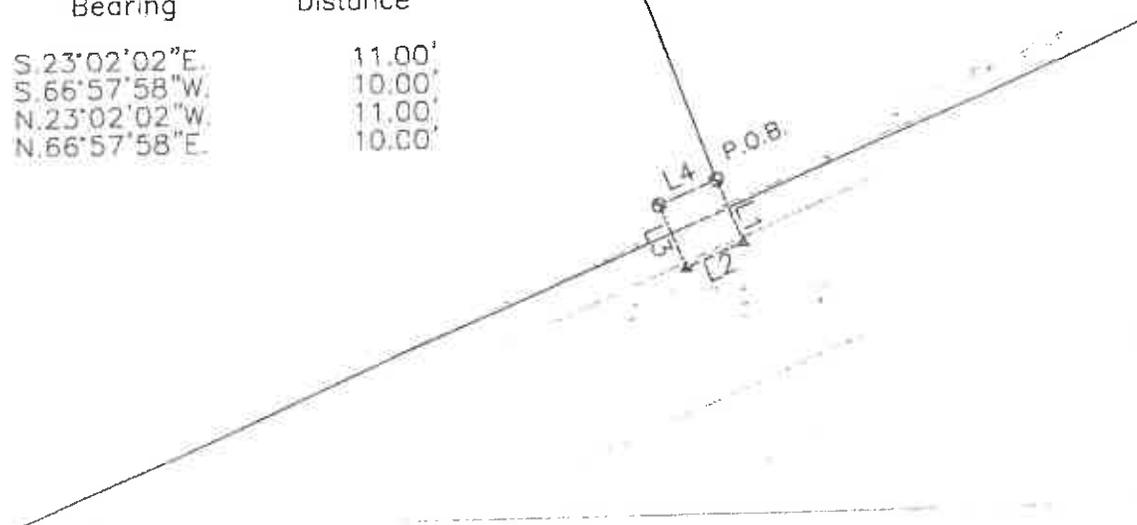
P.O.C.
N.O.S. Brass Disc.
GSL
N=81406.14
E=386795.78

FILE #1338203
BK#1834 PG#475

S.20°52'49"E
7460.10

LINE TABLE

Line	Bearing	Distance
L1	S.23°02'02"E	11.00'
L2	S.66°57'58"W	10.00'
L3	N.23°02'02"W	11.00'
L4	N.66°57'58"E	10.00'



LEGAL DESCRIPTION: Site A

Prepared by undersigned:

A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:

Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 29°42'20" E., a distance of 2086.78 feet to the Point of Beginning. thence S 34°06'12" E for a distance of 20.00 feet; thence S 55°53'48" W for a distance of 10.00 feet; thence N 34°06'12" W for a distance of 20.00 feet; thence N 55°53'48" E for a distance of 10.00 feet to the Point of Beginning.
Containing 200 square feet.

LEGAL DESCRIPTION: Site B

Prepared by undersigned:

A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:

Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 42°37'35" E., a distance of 2637.96 feet to the Point of Beginning. thence N 55°36'25" E for a distance of 46.00 feet; thence S 34°25'29" E for a distance of 5.00 feet; thence S 55°36'25" W for a distance of 46.00 feet; thence N 34°25'29" W for a distance of 5.00 feet to the Point of Beginning.
Containing 230 square feet.

LEGAL DESCRIPTION: Site C

Prepared by undersigned:

A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:

Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 27°48'50" E., a distance of 2414.77 feet to the Point of Beginning. thence N 83°13'00" E for a distance of 40.00 feet; thence S 06°47'00" E for a distance of 10.00 feet; thence S 83°13'00" W for a distance of 40.00 feet; thence N 06°47'00" E for a distance of 10.00 feet to the Point of Beginning.
Containing 400 square feet.

LEGAL DESCRIPTION: Site D

Prepared by undersigned:

A portion of land located on the island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:

Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 27°34'08" E., a distance of 2427.85 feet to the Point of Beginning, thence N 83°13'00" E for a distance of 45.00 feet; thence S 06°47'00" E for a distance of 10.00 feet; thence S 83°13'00" W for a distance of 45.00 feet; thence N 06°47'00" E for a distance of 10.00 feet to the Point of Beginning.

Containing 450 square feet.

LEGAL DESCRIPTION: Site E

Prepared by undersigned:

A portion of land located on the island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:

Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 26°11'59" E., a distance of 2462.12 feet to the Point of Beginning, thence S 23°02'02" E for a distance of 16.00 feet; thence S 66°57'58" W for a distance of 10.00 feet; thence N 23°02'02" W for a distance of 16.00 feet; thence N 66°57'58" E for a distance of 10.00 feet to the Point of Beginning.

Containing 160 square feet.

LEGAL DESCRIPTION: Site F

Prepared by undersigned:

A portion of land located on the island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:

Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 20°52'49" E., a distance of 2460.10 feet to the Point of Beginning, thence S 23°02'02" E for a distance of 11.00 feet; thence S 66°57'58" W for a distance of 10.00 feet; thence N 23°02'02" W for a distance of 11.00 feet; thence N 66°57'58" E for a distance of 10.00 feet to the Point of Beginning.

Containing 110 square feet.

Parcel K - Dark Green
Soil Restrictions
Restricted to Non-Residential Use

National Marine
Sanctuary
(Not a Part)

City of Key
to 32.40± Ac.

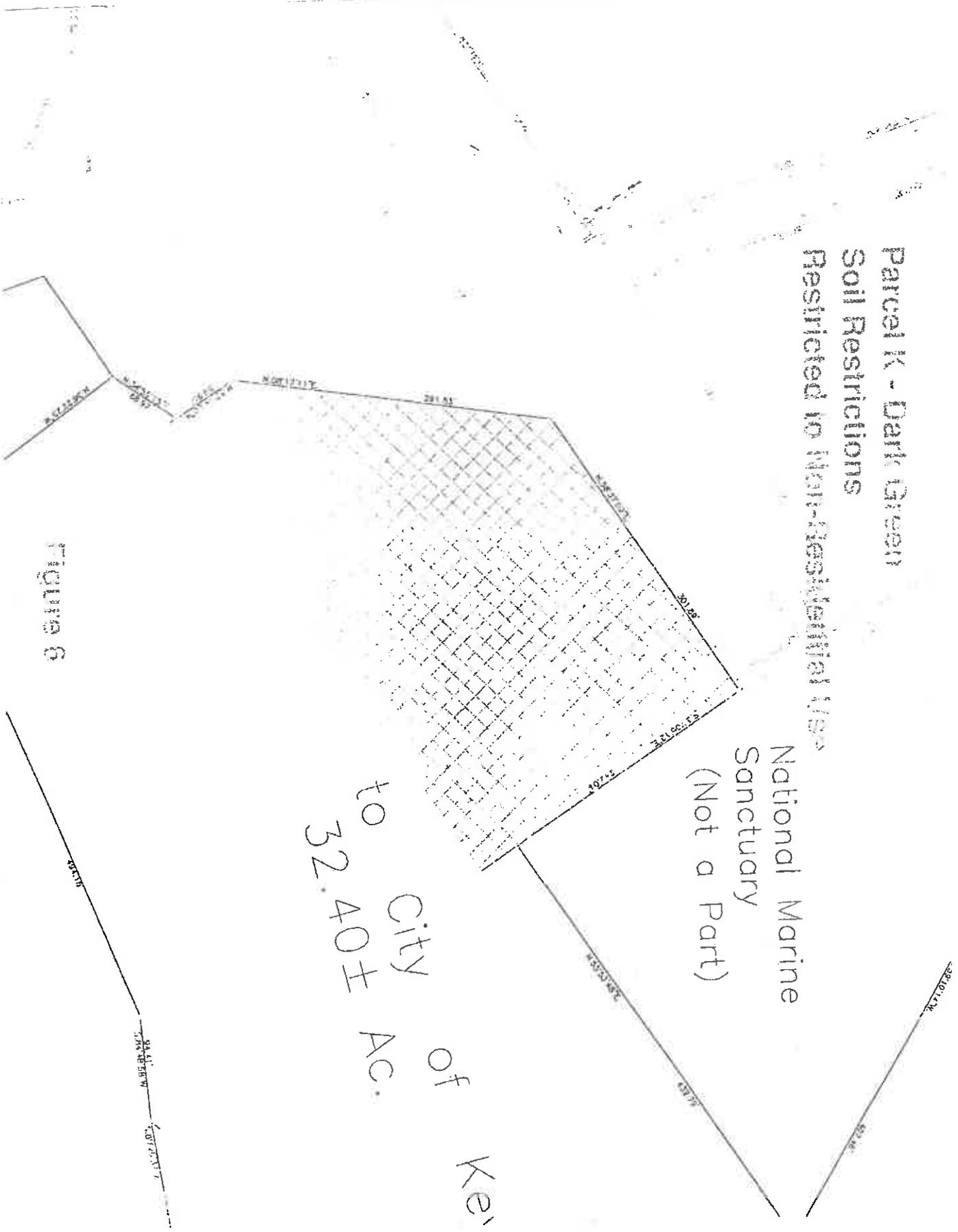


Figure 6

EXHIBIT 4
40 CFR 373
HAZARDOUS SUBSTANCE NOTICE

Substance Name	Chemical Abstracts Services Registry Number (CASRN)	Synonym	RCRA Hazardous Waste Number	Quantity Stored/Released	Date of Storage/Release	Remedial Action
Polychlorinated Biphenyls (PCBs)	11096-82-5 11097-69-1	Aroclor-1260 Aroclor-1254, chlorodiphenyl-54% chlorine)	None	Undocumented	1940-1974	Excavation and disposal
Antimony	7440-36-0	Antimony Compounds, Stibium C.I. 77050	None	Undocumented	N/A	Excavation and disposal
Benzo(a)pyrene	50-32-8	3,4, benzopyrene	U022	Undocumented	N/A	Excavation and disposal
Arsenic	7440-38-2	Arsenic	D004	Undocumented	N/A, probable application	Excavation and disposal
Indeno (1,2,3-cd)pyrene	193-39-5	1,10-(1,2-Phenylene)pyrene	U137	Undocumented	N/A, probable application	Excavation and disposal
Benzo(b)fluoranthene	205-99-2	3,4 benzofluoranthene	None	Undocumented	N/A	Excavation and disposal
Benzo(k)fluoranthene	207-08-9	None	None	Undocumented	N/A	Excavation and disposal
Phenanthrene	85-01-8	None	None	Undocumented	N/A	No further action (no risk)
Benzene	71-43-2	[6] Annulene, Benzol, Benzole, Coal naphtha, cyclohexalene, phene, phenyl hydride, pyrobenzol, pyrobenzole	U019 D018	Undocumented	1940-1974	No further action (no receptors)

The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or "Superfund"), 42 U.S.C. Section 9620(b).

FOSL EX4

FILE #1338204
BK#1839 PG#481

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE UNITED STATES OF AMERICA
AND
THE CITY OF KEY WEST
NAVAL PROPERTIES LOCAL REDEVELOPMENT
AUTHORITY
FOR THE
ECONOMIC DEVELOPMENT CONVEYANCE
OF A PORTION OF NAVAL AIR FACILITY, KEY
WEST
LOCATED IN KEY WEST, FLORIDA**

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- 1.02. Claims
- 1.03. Closing(s)
- 1.04. Closing Documents
- 1.05. Deed(s)
- 1.06. Effective Date
- 1.07. Environmental Baseline Survey for Transfer
- 1.08. Finding Of Suitability to Transfer
- 1.09. Property
- 1.10. Water Tower Parcel

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ARTICLE 3. CLOSING

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- 3.02. Government Deliveries.
- 3.03. LRA Deliveries

ARTICLE 4. RECOUPMENT

ARTICLE 5. TITLE EVIDENCE AND SURVEY

- 5.01. Title Insurance
- 5.02. Survey

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- 6.01. Maintenance of the Property
- 6.02. Restrictions
- 6.03. Delivery Requirements
- 6.04. Notification of Changes

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- 7.01. Execution of Agreement
- 7.02. Complete Information
- 7.03. Possession
- 7.04. Claims
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ARTICLE 15. INTERPRETATION

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ARTICLE 18. FURTHER ASSISTANCE

LIST OF EXHIBITS

Property Boundary Survey with Legal Description	EXHIBIT A
Trumbo Road Boundary Survey with Legal Description	EXHIBIT A-1
Water Tower Parcel Boundary Survey	EXHIBIT B
Quitclaim Deed for Initial Transfer	EXHIBIT C
Access Road Easements	EXHIBIT D
Access Road Easement, Eaton Street Extension	EXHIBIT E
Access Road Easement to Trumbo Road	EXHIBIT F
Electrical Line Easement	EXHIBIT G
Sanitary Sewer Line Easement	EXHIBIT H
Communication Line Easement	EXHIBIT I
Storm Water Easement	EXHIBIT J
Potable Water Line Easement	EXHIBIT K
Fuel Line Easement	EXHIBIT L
Sanitary Sewer Line Easement – Trumbo Road	EXHIBIT M
Truman Harbor Area Development Zone, Boat Ramp Area, East Quay Berthing Area and East Quay Wall Area	EXHIBIT N
Trumbo Road Restricted Development Zone	EXHIBIT O
Development Plan Submission Criteria	EXHIBIT P
Restricted Area (Land Use Controls)	EXHIBIT Q and Q-1

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE UNITED STATES OF AMERICA
AND
CITY OF KEY WEST
NAVAL PROPERTIES LOCAL REDEVELOPMENT
AUTHORITY
FOR THE
ECONOMIC DEVELOPMENT CONVEYANCE
OF A PORTION OF THE NAVAL AIR FACILITY KEY WEST
LOCATED IN KEY WEST, FLORIDA**

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made as of the _____ day of _____, 2002 ("Effective Date") by and between the **United States of America**, (hereinafter referred to as "Government"), acting by and through the Department of the Navy, and the **City of Key West**, recognized as the Naval Properties Local Redevelopment Authority (hereinafter referred to as "LRA") by the Office of Economic Adjustment on behalf of the Secretary of Defense (collectively, the "Parties").

a. The Government is the owner of certain real property, personal property, improvements and other rights appurtenant thereto, owned by the Government, located in Key West, Florida, and referred to as Naval Air Facility Key West (hereinafter referred to as "NAF Key West"). NAF Key West was used as a military installation, and was recommended for realignment by the 1995 Base Closure and Realignment Commission pursuant to the Defense Base Closure and Realignment Act of 1990, Pub. L. No. 101-510, as amended, 10 U.S.C.A. 2687 note, hereinafter referred to as "DBCRA").

b. The Naval Properties Local Redevelopment Authority, a public body, corporate and politic, created and organized under laws of the State of Florida, with power to acquire and dispose of federal military installations, desires to enter into this Agreement.

c. NAF Key West property subject to this conveyance consists of approximately 32.98 acres of land and improvements, including 8 buildings and various other structures, and personal property, but excluding any groundwater test wells and other remediation equipment or fixtures located thereon and utility infrastructure located within reserved easements described therein. The Property is more particularly described in the definitions section of this Agreement and in the documents attached hereto as EXHIBITS "A" and "A-1".

d. In accordance with Section 2905(b)(4) of the DBCRA, the Government will convey, and the LRA will acquire the Property, subject to the terms and conditions set forth herein.

A G R E E M E N T

NOW, THEREFORE, the Government and the LRA agree as follows:

ARTICLE 1. DEFINITIONS

When used herein, the following terms shall have the following meanings:

1.01. Agreement.

This Memorandum of Agreement together with all Exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

1.02. Claims.

Any and all losses, costs, liability, judgment, claims, proceedings, demands, actions, fines, penalties, expenses (including reasonable attorney's fees, damages or any other fees).

1.03. Closing(s).

The transaction(s) by which the Property shall be conveyed by the Government to the LRA.

1.04. Closing Documents.

Those documents required to be delivered by the Parties at a Closing pursuant to Article 3 hereof.

1.05. Deed(s).

A recordable quitclaim deed, substantially in the form of EXHIBIT "C", attached hereto, conveying fee simple title to all of the Property to the LRA.

1.06. Effective Date.

The latest date that appears below the signatures of the Parties at the end of this Agreement.

1.07. Environmental Baseline Survey for Transfer.

The Environmental Baseline Survey for Transfer (hereinafter also referred to as ("EBST")). A portion of the investigative report entitled "Finding of Suitability to Transfer and Environmental Baseline Survey for Transfer, Naval Air Facility, Key West, Florida, prepared by Southern Division, Naval Facilities Engineering Command.

1.08. Finding of Suitability to Transfer.

Finding of Suitability to Transfer. (hereinafter also referred to as "FOST"). The written determination by the Government that the Property is environmentally suitable for deed transfer to the LRA, for mixed-use commercial space and affiliated residential units, including a parcel of land serving as the road right-of-way for the extension of Trumbo Road, in full compliance with Section 120(h)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act.

1.09. Property.

Approximately 32.98 acres of land located in the bounds of NAF Key West, as more particularly described by survey and accompanying metes and bounds description set forth on EXHIBITS "A" and "A-1" hereto, together with all improvements and personal property located thereon, but excluding any groundwater test wells and other remediation equipment or fixtures located thereon and excluding utility distribution systems and infrastructure located within the utility easements set forth in EXHIBITS "G" through "M."

1.10. Water Tower.

The portion of the Property identified in EXHIBIT "B" that due to ongoing environmental remediation being performed by the Government will be transferred by separate deed at a date to be determined by the Parties.

ARTICLE 2. AGREEMENT FOR NO-COST CONVEYANCE

In accordance with Section 2905(b)(4) of the DBCRA, as amended, and the implementing regulations of the Department of Defense (32 CFR part 175), this Agreement constitutes a contract whereby the LRA agrees to accept from the Government, and the Government agrees to convey to the LRA, the Property, subject to the satisfaction of the conditions precedent on or before the date of the Closing.

ARTICLE 3. CLOSING

3.01. Time and Place.

The Government shall use its best efforts to complete the FOST for the Property (other than the Water Tower Parcel as shown in **EXHIBIT "B"**) no later than _____, 2002.

The Government and the LRA shall use their best efforts to conclude the initial Closing on the Property (other than the Water Tower Parcel) no later than forty-five (45)

days after issuance of such FOST, or the execution of the Agreement, whichever is later, at a time and place mutually agreed upon by the parties.

If the Government has satisfied all of its obligations under, and conditions to this Agreement, and the LRA thereafter refuses to close the applicable transaction within forty-five (45) days of completion of the FOST, or the execution of the Agreement, whichever is later, the Government may terminate this Agreement, and the Government shall thereafter have the right to proceed with disposal of the Property.

The Government and the LRA shall use their best efforts to conclude the Water Tower Parcel Closing no later than forty-five (45) days after issuance of an addendum to the FOST indicating that remediation of the Water Tower Parcel is complete and concluding that it is suitable for transfer.

3.02. Government Deliveries.

The Government shall deliver at the initial Closing the following Closing Documents to the LRA and as previously reviewed and approved as to form by the LRA:

- a) Executed Deed(s) conveying fee simple ownership of Property to the LRA in substantially the form set forth on EXHIBIT "C" attached hereto;
- b) Such transfer declarations, disclosure statements, evidence of due authorization, execution and delivery, and other documentation that may be required by Florida law, or reasonably required or requested by the Title Insurer or the LRA.

3.03 LRA Deliveries

The LRA will execute a grant of license ("License") to the State of Florida Department of Environmental Protection (FDEP) satisfactory to FDEP to grant FDEP access to the Property for the purpose of inspection, monitoring and enforcement of the Land Use Controls ("LUCs") placed on the Property pursuant to ARTICLE 9 herein. The failure of FDEP to accept such License shall not be grounds for holding the LRA in default or be deemed an LRA refusal to accept the Property and for terminating this Agreement in accordance with Article 3.01; in the event FDEP refuses to accept the License, the Parties shall confer with FDEP, and each other, to satisfy FDEP's need to inspect and monitor the Property and to enforce the LUCs.

ARTICLE 4. RECOUPMENT

All proceeds collected or received by the LRA from the sale or lease of any portion or all of the Property during the first seven (7) years after the date of the initial transfer of Property to the LRA shall be used to support the economic development or redevelopment of, or related to, the Property (as defined in the

DBCRA). An annual financial statement certified by an independent Certified Public Accountant for the seven (7) year period shall be submitted to the Government which describes the use of all sales and/or lease proceeds from the Property collected or received by the LRA during such period. If, after review of the annual financial statement, it is determined that such proceeds were not used to support economic development or redevelopment of, or related to, the Property, the LRA shall repay to the Government 100% of proceeds that are not appropriately so used or reinvested.

ARTICLE 5. TITLE EVIDENCE AND SURVEY

5.01. Title Insurance.

Any title insurance which may be desired by the LRA will be procured at its sole cost and expense. The Government shall, however, cooperate with the LRA and its authorized agent, and will permit examination and inspection of any documents relating to the title of Property as are available.

5.02. Survey.

a. If not previously submitted within thirty (30) days following the effective Date of this MOA, the LRA shall have prepared, at its expense, a survey of the Property with a certificate prepared by an engineer or land surveyor registered in the State of Florida.

b. The LRA shall have ten (10) days following receipt of the Title Binder within which to notify Government in writing, if the Title Binder does not show marketable title of record of Property in the Government, or if it contains exceptions or defects which cause Government's title to be unmarketable. Should such exceptions or defects not be waived by the LRA, the Government shall have the option following receipt of said notice to cure such exceptions or defects or to rescind this Agreement. Should the LRA waive the exceptions and defects in the title and proceed to Closing, the Government will cooperate fully with the LRA to assist in eliminating exceptions and defects from the final title opinion, provided the action requested is reasonable and within the legal authority of the Government. In the event that the Government is unable to convey title satisfactory to the LRA, the LRA may rescind this agreement without liability to either party.

ARTICLE 6. GOVERNMENT'S OBLIGATIONS PRIOR TO CONVEYANCE

6.01. Maintenance of the Property.

The Government has the responsibility to maintain the Property prior to conveyance of the Property.

6.02. Restrictions.

From the Effective Date to the Closing, the Government shall not do any of the following:

- a. Sell, encumber or grant any interest in the Property; or
- b. Remove any fixtures or Government owned personal property from the Property.

6.03. Delivery Requirements.

The Government shall deliver to the LRA, not later than thirty (30) days following the Effective Date of this Agreement, or as they become available, copies of the following, if not previously delivered to the LRA:

- a. All licenses and contracts relating to any portion of the Property;
- b. Existing plans and specifications for all improvements located on the Property;
- c. Drawings of all underground utilities (including sewer, well, septic, water, telephone and electrical service cables) located under the Property, if available;
- d. All essential data, correspondence, documents, agreements, waivers, notices, applications, and other records with respect to the Property (including, without limitation, any records relating to transactions with governmental agencies, utilities, and others with whom the LRA may be dealing following its acquisition of the Property);
- e. The Environmental Baseline Survey for Transfer and any maps, amendments or correspondence related thereto;
- f. The available FOST;
- g. All environmental reports and studies as may directly or indirectly relate to the Property;
- h. The Environmental Assessment (EA) and associated Finding of No Significant Impact (FONSI), dated 19 December 2000, prepared by the Government pursuant to the National Environmental Policy Act (NEPA); and
- i. All other documents required to be delivered pursuant to this Agreement or reasonably requested by LRA.

6.04. Notification of Changes.

The Government shall notify the LRA promptly if the Government becomes aware of any transaction or occurrence prior to the Closing which would affect any of the representations and warranties of the Government contained in this agreement.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES OF GOVERNMENT

The Government hereby represents to the LRA on and as of the Effective Date of this Agreement and as of the Closing as follows:

7.01. Execution of Agreement.

The Government has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by the Government pursuant hereto, and all required action and approvals therefore have been duly taken and obtained. The individuals signing this Agreement and all other documents to be executed on behalf of the Government are duly authorized to sign on the Government's behalf.

7.02. Complete Information.

To the best of the Government's knowledge, the information included in the Exhibits attached hereto and the Closing Documents and all other documents to be delivered to the LRA pursuant to this Agreement or previously delivered to the LRA are true, correct and complete in all material respects.

7.03. Possession.

To the best of the Government's knowledge, there are no persons in possession or occupancy of the Property or any part thereof, nor are there any leases in existence or persons who have possessory rights or any claims in respect to the Property that will survive the Closing other than those easements and other property interests of record.

7.04. Claims.

To the best of the Government's knowledge, there are no claims, causes of action or other litigation or proceedings pending or threatened with respect to the ownership or operation of the Property.

7.05. Notice.

To the best of the Government's knowledge, the Government has not received any notice of (and is not otherwise aware of) any violations of any legal requirements with respect to the Property.

7.06. Environmental Baseline Survey.

To the best of the Government's knowledge, the Environmental Baseline Survey for Transfer accurately reflects all information in the possession or control of the Government with respect to the presence on, or suspected presence on, or any condition on or associated with, the Property that presents, or could present, a risk to human health or environment. The Environmental Baseline Survey has been prepared under the direction of the Government in compliance with all material requirements of all applicable directives, guidance documents, and other policies, and is based on investigations and analyses of the historical uses and current conditions of the Property.

7.07 Property Sold Subject to Existing Reservations.

The Property will be transferred subject to existing reservations, easements, restrictions, and rights for private and public roads, highways, streets, pipelines, railroads, utilities, water lines, sewer mains and lines, drainage, power lines, and other rights of entry of record.

7.08 Retained Easements

In addition to the above reservations, the Property shall be subject to the following covenants, restrictions and easements:

a. Non-exclusive utility and road easements over the Property along existing roads and existing utility distribution lines for continuous and unimpeded Government access for Government personnel, Government agents, and support equipment required to facilitate missions of the United States as set forth in **EXHIBITs "D" through "M"**, provided, the LRA may request Government approval of alternate routes of Government access, which Government approval shall not be unreasonable withheld.

b. Non-exclusive easement over the Property along existing roads and existing rights-of-way to allow Government access to and use of the boat ramp area as described in **EXHIBIT "N"** ("Boat Ramp Area"), provided, the LRA may request Government approval of alternate routes of Government access to the Boat Ramp Area, which Government approval shall not be unreasonably withheld.

7.09 Notice and Acknowledgement of Government Right to Implement Security Procedures.

a. The LRA acknowledges that the Government may exercise its right of navigational servitude. No improvements or operations shall be permitted that interfere with or prohibit safe ship and/or small craft operations by the Government. No improvements are allowed within Truman Harbor outside of the Truman Harbor Area Development Zone as set forth in **EXHIBIT "N"** or the Trumbo Road Restricted

Development Zone as set forth in EXHIBIT "O". The Government agrees to cooperate with the LRA's efforts to obtain necessary approvals for construction within the Truman Harbor Area Development Zone.

b. The LRA shall cooperate with the Government's efforts to establish/clarify restricted areas in Truman Harbor pursuant to 33 CFR Part 334; the Government recognizes the LRA's requirement for access to and berthing in the Truman Harbor Area Development Zone and the East Quay Wall Area as set forth in EXHIBIT "N".

c. The Government asserts and the LRA acknowledges the Government's authority to implement appropriate security procedures for Truman Harbor and the landward standoff portion of the Property to satisfy required Anti-Terrorism Force Protection Conditions as dictated by national security demands. ("AT/FP Measures") Generally, the Government will require minimum standoff distances of 100 feet landward and 100 yards seaward from all U.S. Navy vessels and 100 yards seaward from all Government property. These minimal standoff distances do not apply to water craft using the Boat Ramp Area. These standoff distances will apply to Navy vessels moored in Truman Harbor or on the Outer Mole. In the event of heightened security conditions, implementation of some procedures may result in curtailed or reduced non-government access via water to Truman Harbor for periods of time. Additional security measures may include, but are not limited to, inspection of vessels or boats entering the Harbor, escort of vessels or boats in the Harbor, and placement of water-borne barriers or booms. Non-routine security measures such as evacuation of the Harbor and its adjacent shores would be undertaken in conjunction with local civil authorities and only when necessitated by emergent conditions. The Government will take into consideration reasonable measures proposed by the LRA to accommodate LRA development and use of the Truman Harbor Area Development Zone, provided such measures are consistent with the level of security determined necessary by the Government. Outside of the 100-foot landward standoff distance from U.S. Navy vessels, the Government asserts and the LRA acknowledges the Governments' sovereign right to implement non-routine security measures as may be necessitated by emergent conditions as permitted under Federal law and in conjunction with local civil authorities.

d. LRA agrees to inform its lessees, licensees, or successors of the Government's intent to exercise its right of navigational servitude, its right to implement appropriate security procedures, the general security provisions described herein, and any additional security measures imposed by competent authority, including any restricted area established in accordance with subparagraph 7.09.c above. The LRA agrees to use, to the extent possible, its authority to support all such security measures.

7.10 Government Use of Boat Ramp Area and East Quay Berthing Area.

a. Boat Ramp Area: The LRA and the Government will jointly inspect and agree that the Boat Ramp Area as set forth in EXHIBIT "N" is in good and serviceable condition prior to the Closing. The LRA will maintain and operate the Boat Ramp Area

in the condition as accepted and acknowledged during the joint inspection for the use and accommodation of LRA sponsored vessels and the use and accommodation of Government vessels or vessels on behalf of the Government. The Government will be responsible for the repair of damages to the Boat Ramp Area that results from Government use to the extent required by applicable laws and subject to the availability of appropriated funds, provided that in no event will the LRA be obligated to repair any portion of the Boat Ramp Area damaged by the Government.

b. East Quay Berthing Area: To the extent to which the LRA seeks to have the Government use the East Quay Berthing Area as defined in EXHIBIT "N" in lieu of the Mole Pier, the Parties will agree in subsequent documents that the LRA will maintain the East Quay Berthing Area to a condition necessary to accommodate the relocated Government vessels.

7.11. Development and Use Restrictions and Covenants

All of the development and use restrictions and covenants (hereinafter referred to as the "Restrictive Covenants") within this Agreement shall be placed in the Deed(s) and shall run with the land and shall be binding on all subsequent owners of the Property until they are released. The Marketable Record Title Act does not affect or extinguish any rights created by these Restrictive Covenants (712.03(8), Florida Statutes, effective July 1, 2000).

a. With the exception of roadways, walkways and low level vegetation, and with the exception of a previously approved parking lot located near Seminole Battery, improvements are prohibited on the Property within 50 feet of the property line abutting the Government property, with the exception of the TACTS Tower, where improvements are prohibited on the Property within 20 feet of the property line around the TACTS TOWER, without the prior written approval of the Government utilizing the procedures described in paragraph 7.11(i).

b. If the LRA elects to relocate Government vessels to the East Quay Berthing Area pursuant to Section 7.10(b), the LRA shall not construct any improvements within 100 linear feet landward of the northern 711 linear feet of East Quay Berthing Area, other than roadways, walkways and low level vegetation, without the prior written approval of the Government utilizing the procedures described in paragraph 7.11(i). In the event the LRA and the Government elect to relocate a Government vessel to the East Quay Berthing Area after improvements have been constructed, a 100 linear foot landward exclusive Government use zone shall be established.

c. No improvements shall be constructed on the Property to an elevation greater than 35 feet above the crown of the closest road except where controlled by existing easements.

d. No obstructions or improvements may be placed in the Boat Ramp Area, nor shall it be used in any way that would prohibit or interfere with Government access and use of the Boat Ramp Area for its intended purpose of boat launching and recovery.

e. Facilities or operations on the Property that would create Radio Frequency Interference (RFI) with Government communication operations are prohibited, without the prior written approval of the Government. Known RFI activities that are prohibited shall include but are not limited to commercial radio transmitters and arc welding shops. This paragraph is not intended to prohibit normal small craft radio systems or cell phone use.

f. No commercial or recreational aviation use, or their related support functions, shall be permitted on the Property.

g. No improvements will be built within Truman Harbor outside of the area designated as Truman Harbor Area Development Zone.

h. No improvements will be built within the Trumbo Road Restricted Development Zone as set forth in **EXHIBIT "O"**.

i. Plans for the Property, ("LRA Development Plans") will be submitted to the Government for review and concurrence that the proposed development or use of Truman Harbor and the Property will not interfere with Government security or operations. The LRA Development Plans shall (1) provide sufficient information for the Government to conduct its review and generally shall include the types of information set forth in **EXHIBIT "P"**, and (2) provide for all types of development or improvements on the Property including the relocation of existing roads, utilities and other improvements and waivers of express development and use restrictions. Government review will be conducted within ninety (90) days of submittal and Government concurrence shall not be unreasonably withheld. If the Government identifies any conflict with express development and use restrictions and agreements or any interference, or potential interference, that the LRA's Development Plans may cause to Government security or operations in the Key West vicinity, the Government shall inform the LRA and the Parties shall work to identify what, if any, modifications can be made to enable the LRA's Development Plans to proceed. The Government acknowledges and accepts the concepts for development specifically included with the Economic Development Conveyance application dated 7 October 2002. The LRA understands and acknowledges that the Government approval of the Economic Development Conveyance application does not act as a review and pre-acceptance by Government of any proposed specific site plans, consistent with city land development regulations for additions, alterations, capital improvements, ground or submerged land excavation plans or any proposed uses of or made in/at the licensed/leased and/or transferred areas. The Commanding Officer, Naval Air Facility, Key West or successor, will be agent for the Government with regard to review and concurrence of the LRA Development Plans. The LRA agrees and acknowledges that the Government assumes no liability to the LRA or its sublessees or licensee's or successors and assigns should implementation of any security procedures or the denial of any of the LRA's Development Plans pursuant to this paragraph interfere with or disrupt the use of the Property or LRA operations in Truman Harbor or result in any damages or economic

hardships to the LRA or its sublessees, licensee's, successors and assigns. The LRA shall have no claim on account of any such interference against the Government or any officer, agent, employee or contractor thereof. This provision applies only to claims and liability that may arise on or from the Property and Truman Harbor.

7.12 Utilities.

a. The Government will retain ownership of those portions of utility distribution systems located on, under and through the Property ("Systems") in order to insure guaranteed utility services to support the retained Government property and the remaining military mission as located on the utility easements shown and described in EXHIBITs "G" through "M". The Government will remain responsible for the operation and maintenance of such Systems through the exercise of the utility easements described in Paragraph 7.08.

b. It is the intent of the LRA to install, or cause the installation, of new utility distribution systems at its own cost and expense to serve the Property as part of the redevelopment process. Following the installation of new utility distribution systems, the Government may tie into such new systems at its own cost and expense. Until such time as new utility distribution systems are installed by the LRA and fully operational, the Government and the LRA agree to cooperate during this transitional period concerning utility services to the Property.

ARTICLE 8. REPRESENTATIONS AND WARRANTIES OF LRA

The LRA hereby represents and warrants to the Government on and as of the Effective Date and on and as of the Closing as follows:

Capacity.

The LRA has full capacity, right, power and authority to accept title and perform this Agreement. The individual signing this Agreement and all other documents to be executed pursuant hereto on behalf of the LRA is duly authorized to sign on the LRA's behalf. This Agreement and all documents to be executed by the LRA are and shall be binding upon the LRA.

ARTICLE 9. ENVIRONMENTAL CONDITION

Contamination in excess of FDEP residential cleanup target levels F.A.C. Chapter 62-777 will remain on the Property following conveyance of the Property to the LRA; therefore portions of the Property hereinafter referred to as the "Restricted Area (Land Use Controls)," as shown and described in EXHIBITs "Q" and "Q-1" will be subject to the following use restrictions as are contained in the Deed:

9.01. Groundwater Related Restrictions: The installation of wells or the extraction or use of groundwater will be prohibited on that portion of the Property

described as the Restricted Area (Land Use Controls) and shown in EXHIBIT Q without prior authorization from FDEP and the Government. These restrictions are established to prevent exposure to contaminated groundwater and preclude horizontal or vertical migration of contaminated groundwater. However, construction-related groundwater dewatering conducted in accordance with applicable state regulations is specifically authorized. FDEP will be the granting authority for construction-related groundwater dewatering, if the groundwater dewatering is conducted in accordance with applicable State of Florida regulations; appropriate precautions are taken for handling/disposal of potentially contaminated groundwater; migration of the groundwater plume is prevented; and human health and the environment are protected.

9.02. Development and Reuse Restrictions: Restrictions shall be established to maintain non-residential use on that portion of the Property described as the Restricted Area (Land Use Controls) and shown in EXHIBITS Q and Q-1. Non-residential reuse is defined as industrial, commercial, and recreational. Prohibited uses shall include, but not be limited to any child care, pre-school, playground, recreational camping, or any form of housing. Agricultural uses are also prohibited. Removal and disposal of potentially contaminated soil in excess of residential criteria in support of redevelopment activities is authorized as long as appropriate precautions are taken for handling/disposal of potentially contaminated soil; migration of potentially contaminated soil is prevented; and human health and the environment are protected.

9.03 Remedial Systems Non-interference Restrictions: Tampering with or damaging groundwater monitoring and/or soil monitoring and/or remediation systems (including pumps, wells, piping, utilities and associated appurtenances) currently located or which may later be installed on that portion of the Property described as the Restricted Area (Land Use Controls) and shown in EXHIBITS Q and Q-1 will be prohibited; but adjustments may be made to the Monitoring/Remediation Systems (such as relocation or realignment) upon agreement between the Government and the property owner. The Government will advise the FDEP of any adjustments that may affect the function of these Monitoring/Remediation Systems or location/construction of wells. The siting of any future Monitoring/Remediation Systems will be coordinated with the landowner(s) in an effort to minimize interference with their use of the Property.

The LRA shall not hinder or prevent the Government from constructing, upgrading, operating, maintaining and monitoring any groundwater and/or soil treatment facilities and groundwater monitoring network or engage in any activity that will disrupt or hinder further remedial investigation, response actions or oversight activities on that portion of the Property described as the Restricted Area (Land Use Controls) and shown in EXHIBITS Q and Q-1 or any adjoining portion of the Property.

9.04. Health and Safety Plan: The LRA shall comply with the provisions of any health and safety plan put into effect by the Government in connection with any ongoing or future environmental investigative and/or remedial activities to be undertaken by the Government on that portion of the Property described as the Restricted Area (Land Use Controls) and shown in EXHIBITS Q and Q-1.

9.05 Land Use Control (LUC) Maintenance: Prior to conveyance of the Property, the Government will brief representatives from the LRA and the South Florida Water Management District (SFWMD) about these LUCs and solicit the support of those agencies in assisting the Government to ensure future LUC compliance.

9.06. Physical Inspection. Annual physical inspections of the Property to ensure that all LUCs are being complied with will be conducted by the LRA, and reported to FDEP and the Government as long as maintenance is required at the Property.

9.07. Future Deed Transfers: In the event the LRA, or any successor or assignee (each hereinafter called a "Transferor") conveys any portions of the Property described as the Restricted Area (Land Use Controls) and shown in **EXHIBITS Q and Q-1** by deed, the Transferor shall impose upon the party to whom any of the forgoing portion thereof is transferred (the "subsequent owner") the foregoing general LUC implementation and maintenance related requirements, duties and obligations. The subsequent owner, its successors and assignees shall be bound by such requirements, duties and obligations. The Transferor shall thereafter have no further responsibility with respect thereto, provided, however, that each Transferor shall, notwithstanding such transfer, remain liable for any breach of such Restrictive Covenant to the extent caused by the fault or negligence of such party.

9.08 Notice of Transfer: The LRA shall provide written notice to the Government and FDEP of any subsequent sale, assignment or lease of those portions of the Property described as the Restricted Area (Land Use Controls) as shown in **EXHIBITS Q and Q-1** and provide contact information concerning the new owner or occupant.

9.09 LUC Modification/Termination: Those LUCs or an individual element of those LUCs to be imposed by Deed Restriction may be modified and/or terminated. Within ninety (90) days after the Government and FDEP agree that a LUC may be modified or terminated, the Government will provide the appropriate release of such Deed Restriction in recordable form for recordation by the owner in the Official Records of Monroe County, Florida.

9.10 Restrictive Covenant Release: The Government shall deliver to the LRA or its successors or assignees in recordable form any such release (the "Release") relating specifically to the Restrictive Covenant. The execution of the Release by the Government shall remove the Restrictive Covenant with respect to the portion of the Property specified in such Release. It will be the responsibility of the LRA to obtain release of any Restrictive Covenant granted by the LRA to the FDEP pursuant to Article 3.03.

9.11. Notification of LUC Release: The Government shall advise the LRA and the SFWMD upon the removal of the prohibition of groundwater extraction well installation and on any soil or subsurface soil restriction on any portions of the Property described as the Restricted Area (Land Use Controls) and shown in **EXHIBITS Q and Q-1**.

9.12. Government Section 330 Indemnification Obligation. The Government recognizes its obligation regarding indemnification of transferees of closing Department of Defense property pursuant to Section 330 of the National Defense Authorization Act of 1993 (Pub. L. No. 102-484), as amended by Section 1002 of Pub. L. 103-160 (Section 330).

ARTICLE 10. BROKERAGE; CONTINGENT FEES

No Fees Tied to Successful Acquisition by the LRA.

The LRA warrants that it has not employed or retained any party under an agreement or understanding for a commission, percentage, brokerage, or contingent fee tied to the successful transfer of the Property to the LRA. Breach of this warranty shall give the Government the right to recover from the LRA the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herewith set forth actually paid by the Government to any such party retained by the LRA. This warranty shall not apply to commissions payable by the LRA upon the contract being secured or made through bona fide established commercial agencies maintained by the LRA for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the commercial real estate brokerage business generally.

ARTICLE 11. DESTRUCTION OR DAMAGE

If, subsequent to the date hereof and prior to the Closing all or any portion of the Property shall be destroyed or damaged by fire or other casualty, the LRA may rescind this agreement by written notification within 30 days of receiving notice of such destruction or damage.

ARTICLE 12. NOTICES

Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally (including by messenger) or sent by United States registered or certified mail, return receipt requested, postage prepaid or by courier, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or by messenger or two business days after deposit in the mails if mailed. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

If to the LRA:

City Manager
525 Angela Street
P. O. Box 1409
Key West, Florida 33041-1409

with copies to:

Ports Director
525 Angela Street
Key West, Florida 33040

If to Government:

Department of the Navy
Southern Division, Naval Facilities
Engineering Command
Attn: Real Estate Contracting Officer,
Code RE
P. O. Box 190010
North Charleston, SC 29419-9010

With copies to:

Commanding Officer
Naval Air Facility
P.O. Box 9001
Key West, Florida 33040-9001

ARTICLE 13. ENTIRE AGREEMENT, AMENDMENTS AND WAIVER

This Agreement contains the entire agreement and understanding of the parties with respect to the conveyance and acceptance of the Property, and may not be amended, modified or discharged nor may any of its terms be waived except by an instrument in writing signed by both of the Parties. The Parties hereto shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained herein.

ARTICLE 14. SURVIVAL AND BENEFIT

All representation, warranties, agreements, obligations and indemnities of the Parties shall, notwithstanding any investigation made by any party hereto, survive closing and the same shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties.

ARTICLE 15. INTERPRETATION

15.01 The headings and captions herein are inserted for convenient reference only and the same shall not limit or construe the paragraphs or sections to which they apply or otherwise affect the interpretation hereof.

15.02. The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms shall refer to this Agreement, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this Agreement.

15.03. Works of the masculine, feminine or neuter gender shall mean and include the correlative works or other genders, and words importing the singular number shall mean and include the plural number and vice versa.

15.04. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons.

15.05. The terms "include," "including" and similar terms shall be construed as if followed by the phrase "without being limited to."

15.06. This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts, each of which shall be deemed as original, but all of which together shall constitute one and the same instrument.

15.07. Whenever under the terms of this Agreement the time for performance of a covenant or condition falls upon a Saturday, Sunday or holiday observed by the performing party, such time for performance shall be extended to the next business day. Otherwise all references herein to "days" shall mean calendar days.

15.08. This Agreement shall be governed by and construed in accordance with Federal law.

15.09. Time is of the essence of this Agreement.

15.10. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 16. OFFICIALS NOT TO BENEFIT

The LRA acknowledges that no member of, or delegate to, the Congress, or resident commissioner, shall be permitted to share any part of the property conveyed and accepted, or to receive any benefit that may arise there from. This provision shall not be construed to extend to this memorandum if made with a corporation for its general benefit.

ARTICLE 17. NON-DISCRIMINATION

The LRA covenants for itself, its successors and assigns and every successor in interest to the Property hereby conveyed, or any part hereof, that the LRA and such

successors and assigns shall not discriminate upon the basis of race, color, sex, religion, or national origin in the use, occupancy, sale, or lease or the Property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court or competent jurisdiction.

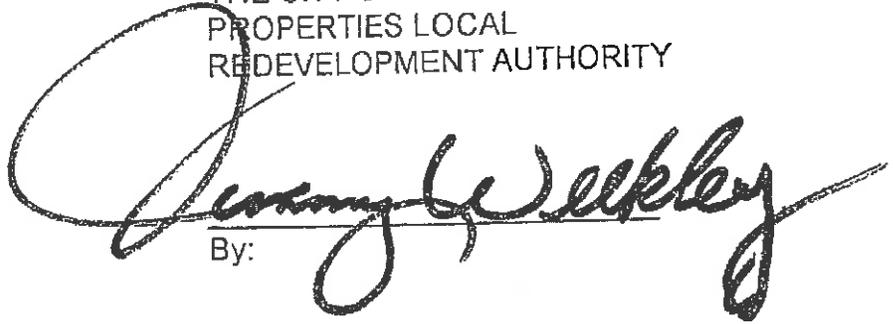
ARTICLE 18. FURTHER ASSISTANCE

The Government shall, upon the reasonable request of the LRA, execute, cause to be executed, acknowledged or delivered any and all such further instruments and documents as may be necessary or proper, in order to carry out the intent and purpose of this Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the LRA and the Government have caused this Agreement to be executed by their duly authorized representatives on the respective dates set forth beneath each of their signatures and hereby deem this Agreement to be effective as the latest such date which date shall be considered the date of this Agreement for all purposes.

THE CITY OF KEY WEST NAVAL
PROPERTIES LOCAL
REDEVELOPMENT AUTHORITY



By:

Jimmy Weekley

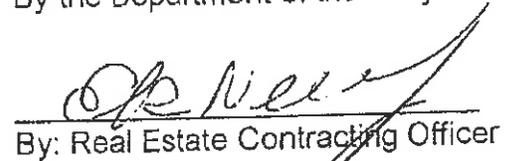
Printed:

Mayor of the City of Key

Title

DATE: October 23, 2002

THE UNITED STATES OF AMERICA
By the Department of the Navy

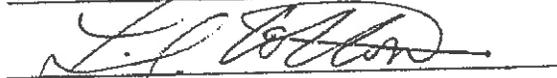


By: Real Estate Contracting Officer

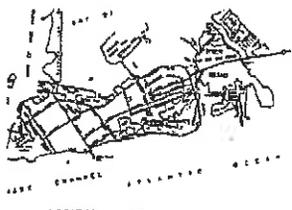
P. R. Nelson
Printed:

DATE: 11-14-02

CONCURRENCE:



Commanding Officer
Naval Air Facility, Key West



LOCATION MAP
City of Key West
Truman Annex

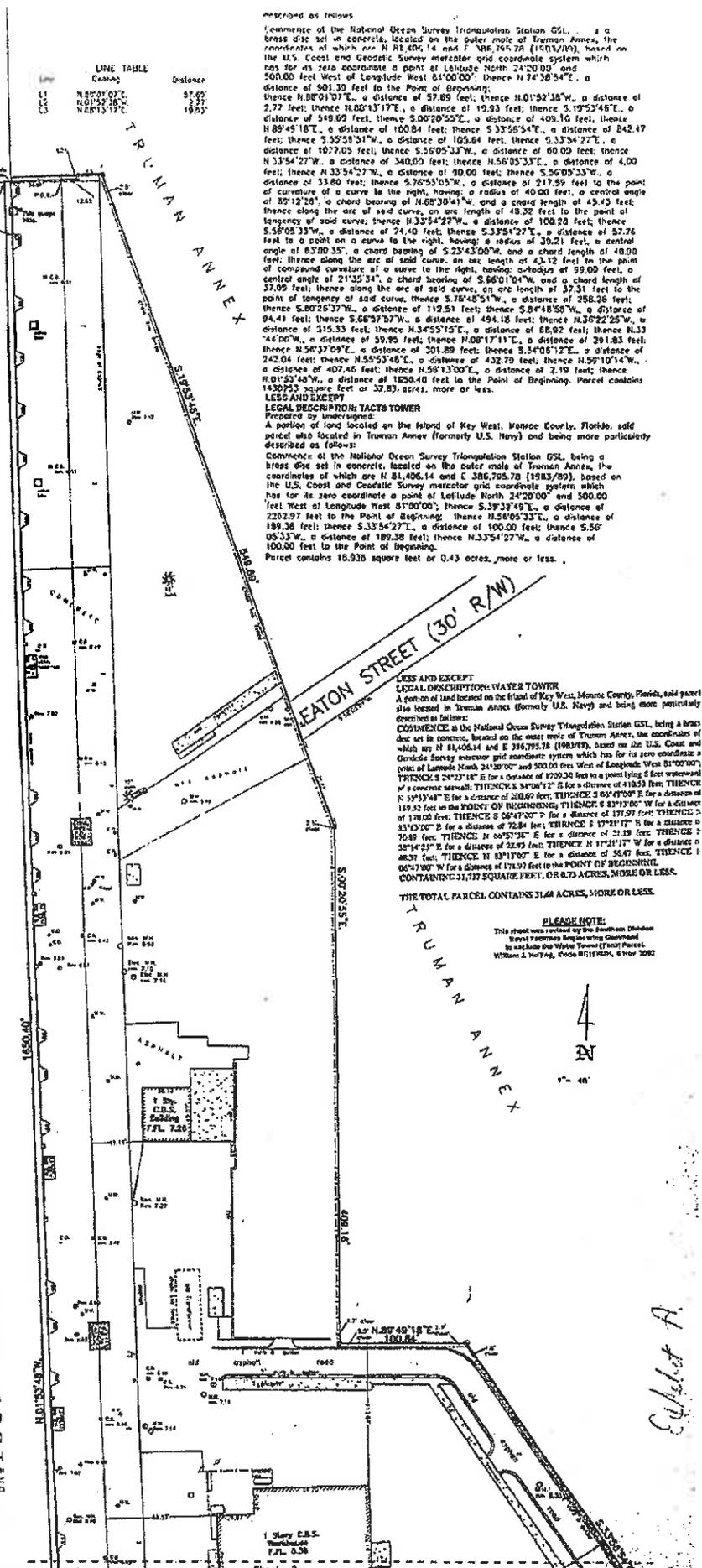
DESCRIPTION: ACCESS EASEMENT:
 by underground:
 a of land located on the island of Key West, Monroe County, Florida, said to be located in Truman Annex (formerly U.S. Navy) and being more particularly as follows:
 the of the National Ocean Survey Triangulation Station GGL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81°40'14" and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey meander grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet of Longitude West 81°00'00", hence S 24°25'18" E, a distance of 5.340012 feet to a point being 5 feet Northwesterly of a concrete sewer, S 34°00'12" E, a distance of 45.00 feet to the Point of Beginning; S 34°00'12" E, a distance of 83.49 feet; thence S 35°17'09" W, a distance of 10.00 feet; thence N 57°00'12" W, a distance of 83.49 feet; thence N 56°13'00" W, a distance of 10.00 feet to the Point of Beginning. Parcel contains 835 square feet or 0.02 acres, more or less.

FILE # 1338204
 BK # 1839 PG # 504

NOTES:
 as based on plot assumed median bearing: State Plane Coordinate System, 83/89 as existing elevation based on N.C.V.D. 1929 Datum Hk No. Basic Elevation: 14.324 datum:
 set 1/2" Iron Pipe, P.L.S. No. 2749
 Found 1/2" Iron Pipe
 Found 1/2" Iron Bar
 Set P.C. No. P.L.S. No. 2749
 Found P.C. Nail
 Found Nail
 Found Drill Hole

- o/n = Overhead
- u/g = Underground
- F.P.L. = Finish Floor Elevation
- L.B. = Low Beam
- Rad. = Radial
- Ir. = Irregular
- concr. = concrete
- W.L. = Water
- I.B. = Iron Bar
- B. = Baseline
- C.B. = Concrete Block
- C.B.S. = Concrete Block Structure
- cov'd. = Covered
- P.I. = Point of Intersection
- wd. = Wood
- N. = Radius
- A = Arc (Length)
- D = Delta, (Central angle)
- W.M. = Water Meter
- Bal. = Balcony
- PL = Planter
- Hyd. = Fire Hydrant
- F.W. = Fire Wall
- A/C. = Air Conditioner
- E.U.V. = Electric Utility Vault
- M.H. = Man Hole
- S.M. = Sanitary
- S.W.C.B. = Storm Water Catch Basin
- Inv. = Invert
- B.P.V. = Backflow Prevention Valve
- P.V.C. = Polyvinyl Chloride
- R.C.P. = Reinforced Concrete pipe
- Fire Hydrant
- Light
- sign

Work performed on: 8/6/02
 This is a Boundary & Topographical Survey
 based on the best of my knowledge and belief that it meets the minimum
 requirements of the Florida Statutes, Chapter 81B-7-6,
 and the rules of the Florida Board of Professional Land Surveyors, and I do
 not know of any other persons claiming an interest in the land shown herein.



LINE TABLE

Bearing	Distance
N 87°01'07" E	57.65
N 01°55'38" E	27.77
N 81°15'17" E	19.97

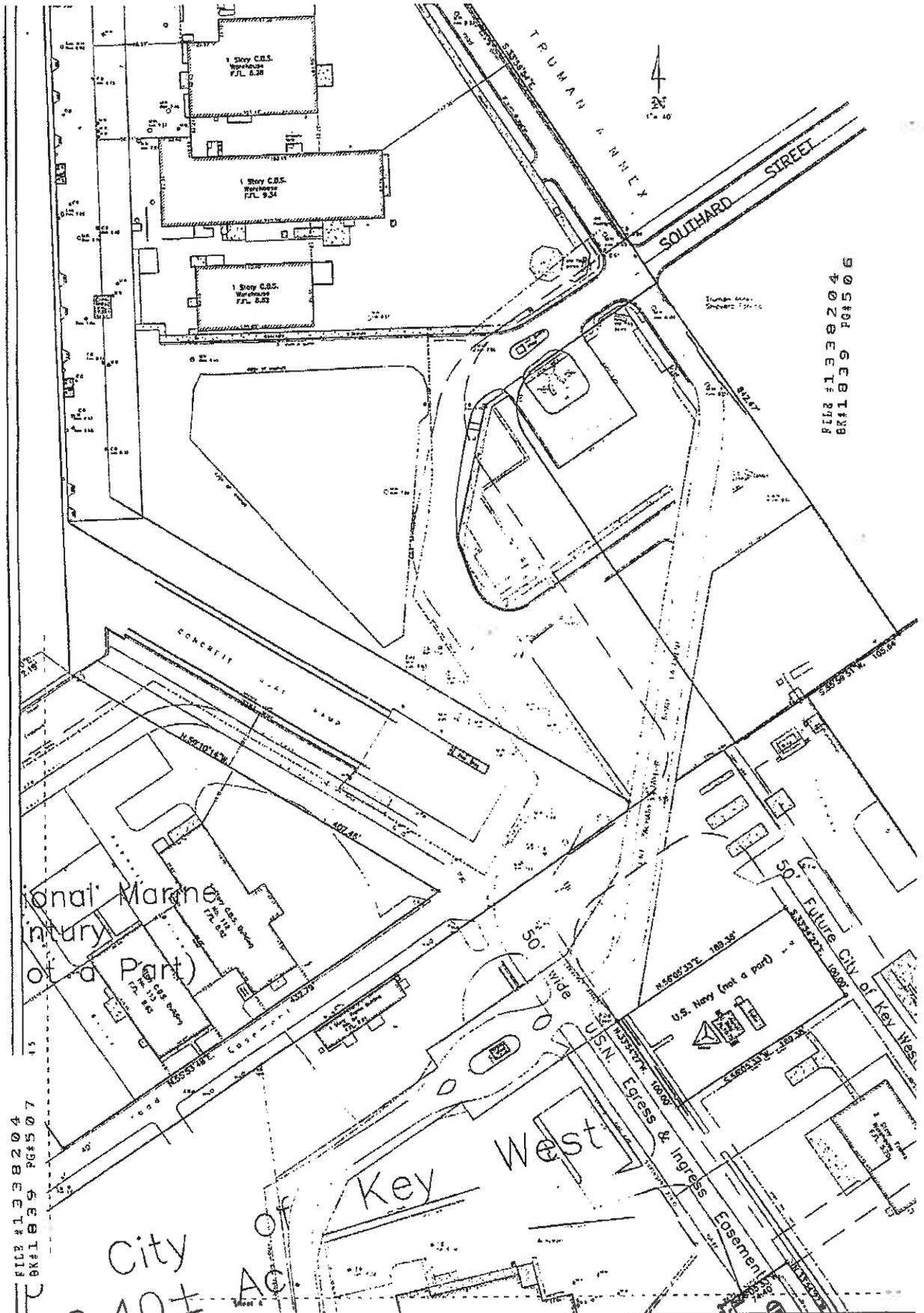
DESCRIPTION: ACCESS EASEMENT:
 by underground:
 a of land located on the island of Key West, Monroe County, Florida, said to be located in Truman Annex (formerly U.S. Navy) and being more particularly as follows:
 the of the National Ocean Survey Triangulation Station GGL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81°40'14" and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey meander grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet of Longitude West 81°00'00", hence S 24°25'18" E, a distance of 5.340012 feet to a point being 5 feet Northwesterly of a concrete sewer, S 34°00'12" E, a distance of 45.00 feet to the Point of Beginning; S 34°00'12" E, a distance of 83.49 feet; thence S 35°17'09" W, a distance of 10.00 feet; thence N 57°00'12" W, a distance of 83.49 feet; thence N 56°13'00" W, a distance of 10.00 feet to the Point of Beginning. Parcel contains 835 square feet or 0.02 acres, more or less.

LEGAL DESCRIPTION: TOWER
 A portion of land located on the island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:
 COMMENCE at the National Ocean Survey Triangulation Station GGL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81°40'14" and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey meander grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00", hence S 24°25'18" E, a distance of 5.340012 feet to a point being 5 feet Northwesterly of a concrete sewer, S 34°00'12" E, a distance of 45.00 feet to the Point of Beginning; S 34°00'12" E, a distance of 83.49 feet; thence S 35°17'09" W, a distance of 10.00 feet; thence N 57°00'12" W, a distance of 83.49 feet; thence N 56°13'00" W, a distance of 10.00 feet to the Point of Beginning. Parcel contains 16,938 square feet or 0.43 acres, more or less.

LEGAL DESCRIPTION: WATER TOWER
 A portion of land located on the island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:
 COMMENCE at the National Ocean Survey Triangulation Station GGL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81°40'14" and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey meander grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00", hence S 24°25'18" E, a distance of 5.340012 feet to a point being 5 feet Northwesterly of a concrete sewer, S 34°00'12" E, a distance of 45.00 feet to the Point of Beginning; S 34°00'12" E, a distance of 83.49 feet; thence S 35°17'09" W, a distance of 10.00 feet; thence N 57°00'12" W, a distance of 83.49 feet; thence N 56°13'00" W, a distance of 10.00 feet to the Point of Beginning. Parcel contains 16,938 square feet or 0.43 acres, more or less.

PLEASE NOTE:
 This sheet was reviewed by the Southern Division Board of Professional Land Surveyors and is hereby approved for recording.
 William J. Hildebrandt, Board Registrar, 6 Nov 2002

Project: City of Key West U.S.N. Asq. Truman Annex	Engineer/Planner surveyor: FREDERICK H. HILDEBRANDT 3350 Northside Drive, Key West, Florida 33040 (305) 293-1155 Fax: (305) 293-0373	Date: 8/6/02 Designed: F.H.H. Drawn: Checked: Job: No. 02-524
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FILE #1338204
 BK#189 PG#506

FILE #1338204
 BK#189 PG#507

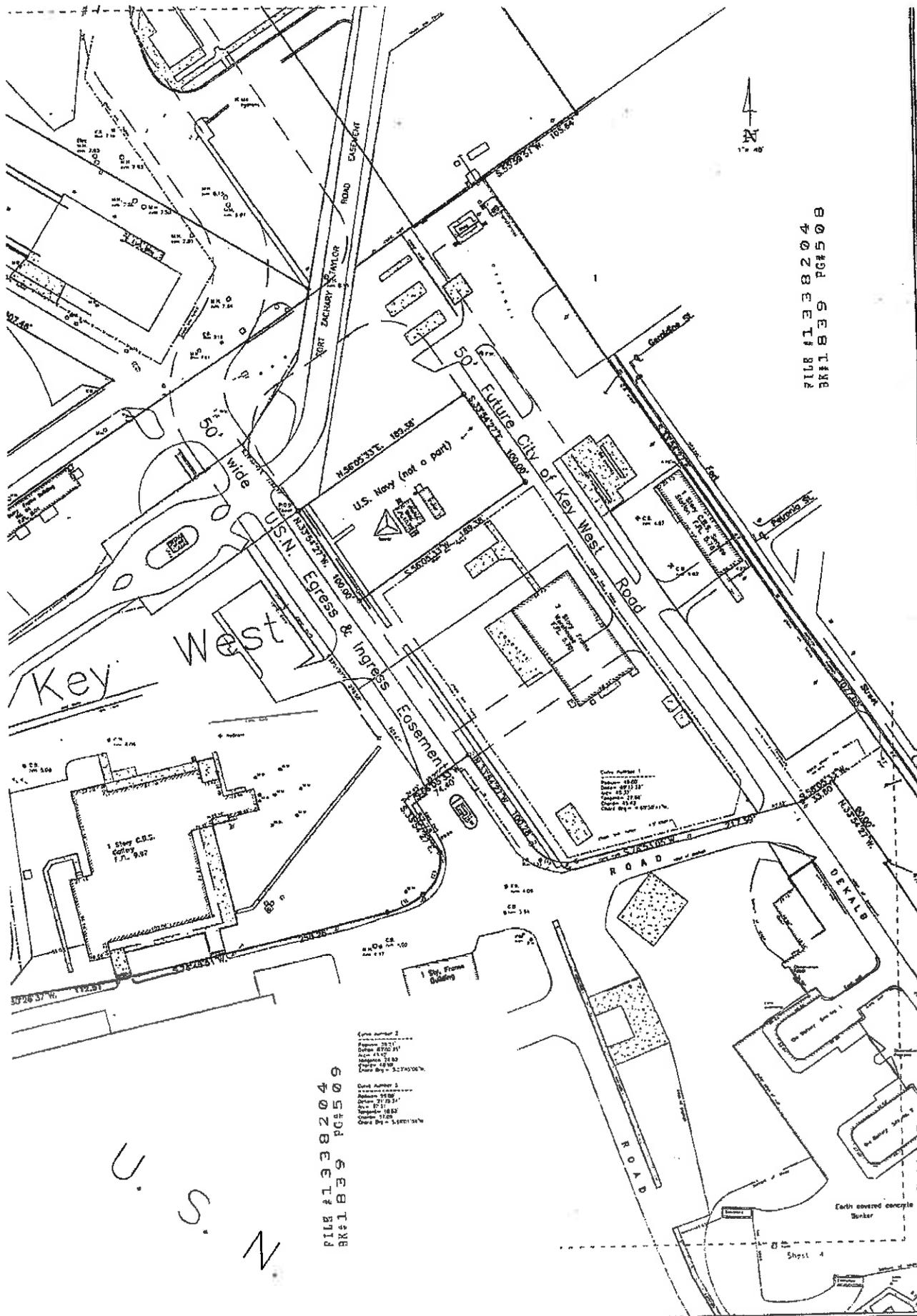
No.	Date	BY	DESCRIPTION
1	1/2/2011	Survey	Survey
2	1/2/2011	Design	Design
3	1/2/2011	Check	Check

Sheet Description:
**City of Key West
 E.D.C. ACQUISITION**

Project:
**City of Key West
 U.S.N. Asq.
 Truman Annex**

FREDERICK H. HILDEBRANDT
 Engineer Planner surveyor
 3150 Northside Drive, Key West, Florida 33040
 (305) 293-0466 Fax. (305) 293-0237

Date: _____
 Designed: _____
 Drawn: _____
 Checked: _____
 Job No.: _____
 Sheet No. _____



FILE # 1338204
 BK# 1839 PG# 508

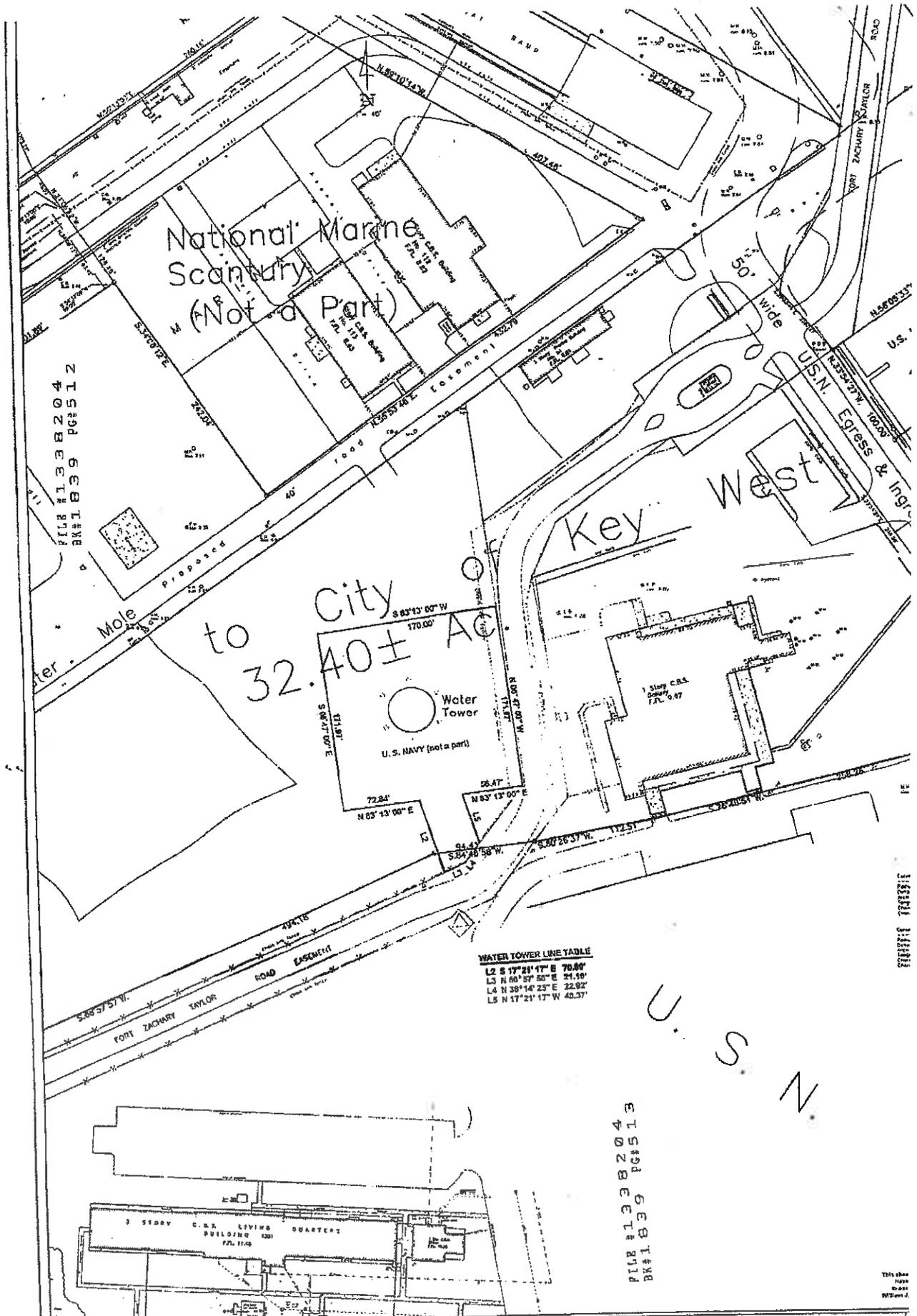
FILE # 1338204
 BK# 1839 PG# 509

Curve Number 2
 Radius 2874
 Station 8750.01
 Pace 41.42
 Tangent 21.82
 Chord 48.00
 Chord Bx = 5.274056'

Curve Number 1
 Radius 4000
 Station 8773.17
 Pace 41.42
 Tangent 21.82
 Chord 48.00
 Chord Bx = 5.274056'

U.S. N

(S) (P) (R) Remarks Type Boundary Using Chain User Boundary	Sheet Description: City of Key West E.D.C. ACQUISITION	Project: City of Key West U.S.N. Asq. Truman Annex	FREDERICK H. HILDEBRANDT Engineer Planner surveyor 3150 Northside Drive, Key West, Florida 33040 (305) 293-0466 Fax. (305) 293-0237	Date: <u>8/8/02</u> Designed: <u>F.H.H.</u> Drawn: Checked: Job No. <u>02-524</u> Sheet No. <u>3</u> of
---	---	--	---	--



National Marine Sanctuary
(Not a Part)

FILE # 133 B 204
BK # 1 B 39 PG # 512

to City
32.40 ± AC

WATER TOWER LINE TABLE

L2	S 17° 21' 17" E	70.89'
L3	N 60° 57' 50" E	21.59'
L4	N 39° 14' 23" E	22.92'
L5	N 17° 21' 17" W	40.37'

FILE # 133 B 204
BK # 1 B 39 PG # 513

U.S.N.

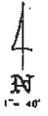
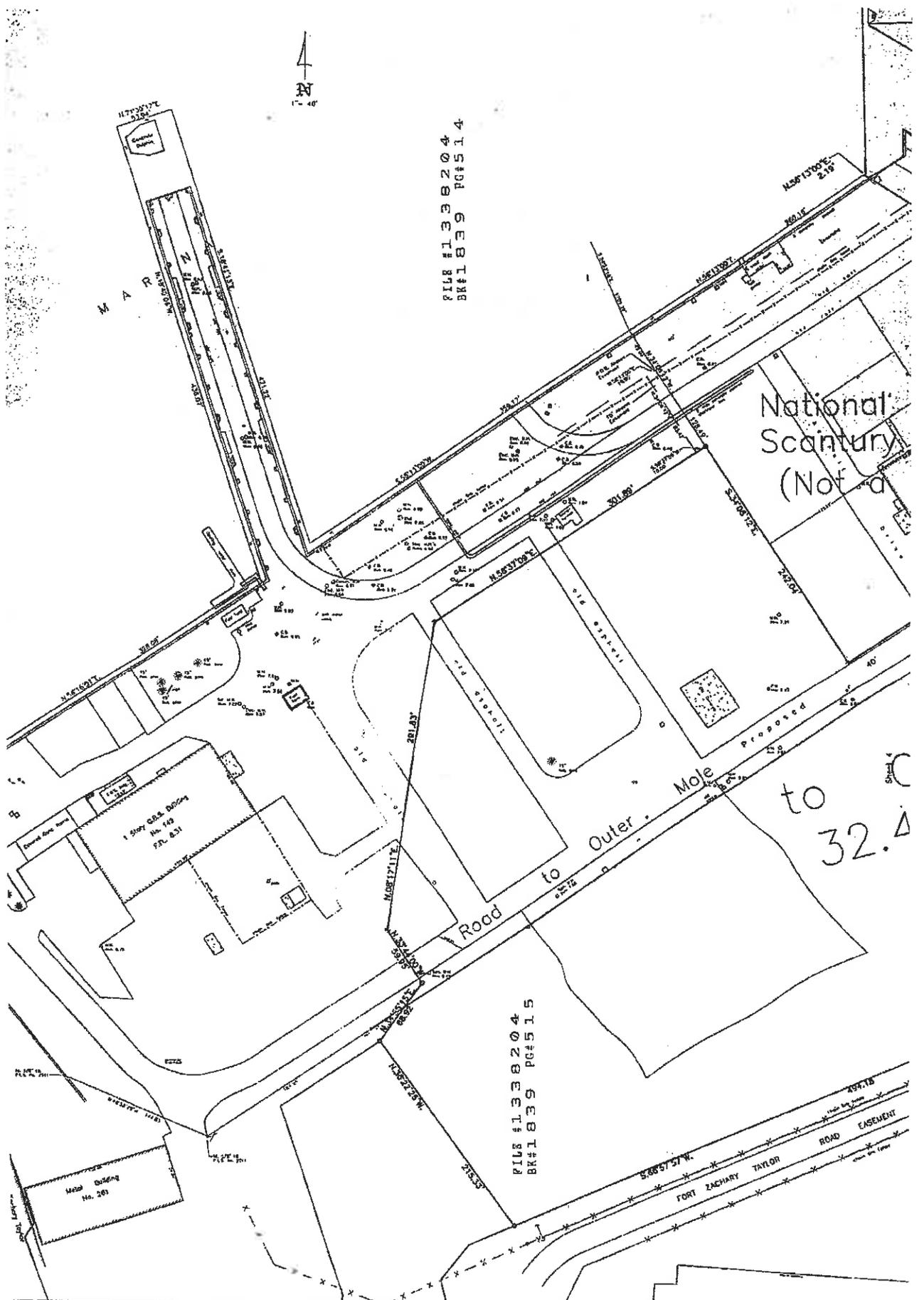
No.	Date	Revised	Remarks
1	3/18/01		Survey Boundary
4	8/24/02		Revised Easement

Sheet Description:
City of Key West
E.D.C. ACQUISITION

Project:
City of Key West
U.S.N. Asq.
Truman Annex

FREDERICK H. HILDEBRANDT
Engineer Planner surveyor
3150 Northalde Drive, Key West, Florida 33040
(305) 293-0466 Fax: (305) 293-0237

This sheet
has
been
checked
by
M.H.M.



FILE #1338204
BK#1839 PG#514

FILE #1338204
BK#1839 PG#515

National
Scantury
(Not a)

Road to Outer Mole to 32.4

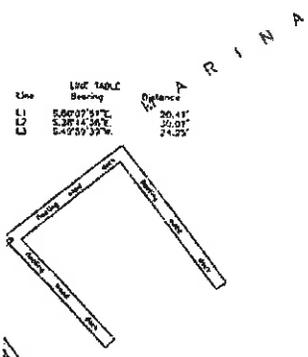
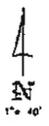
REVISIONS:

Sheet Description:
**City of Key West
E.D.C. ACQUISITION**

Project:
**City of Key West
U.S.N. Asq.
Truman Annex**

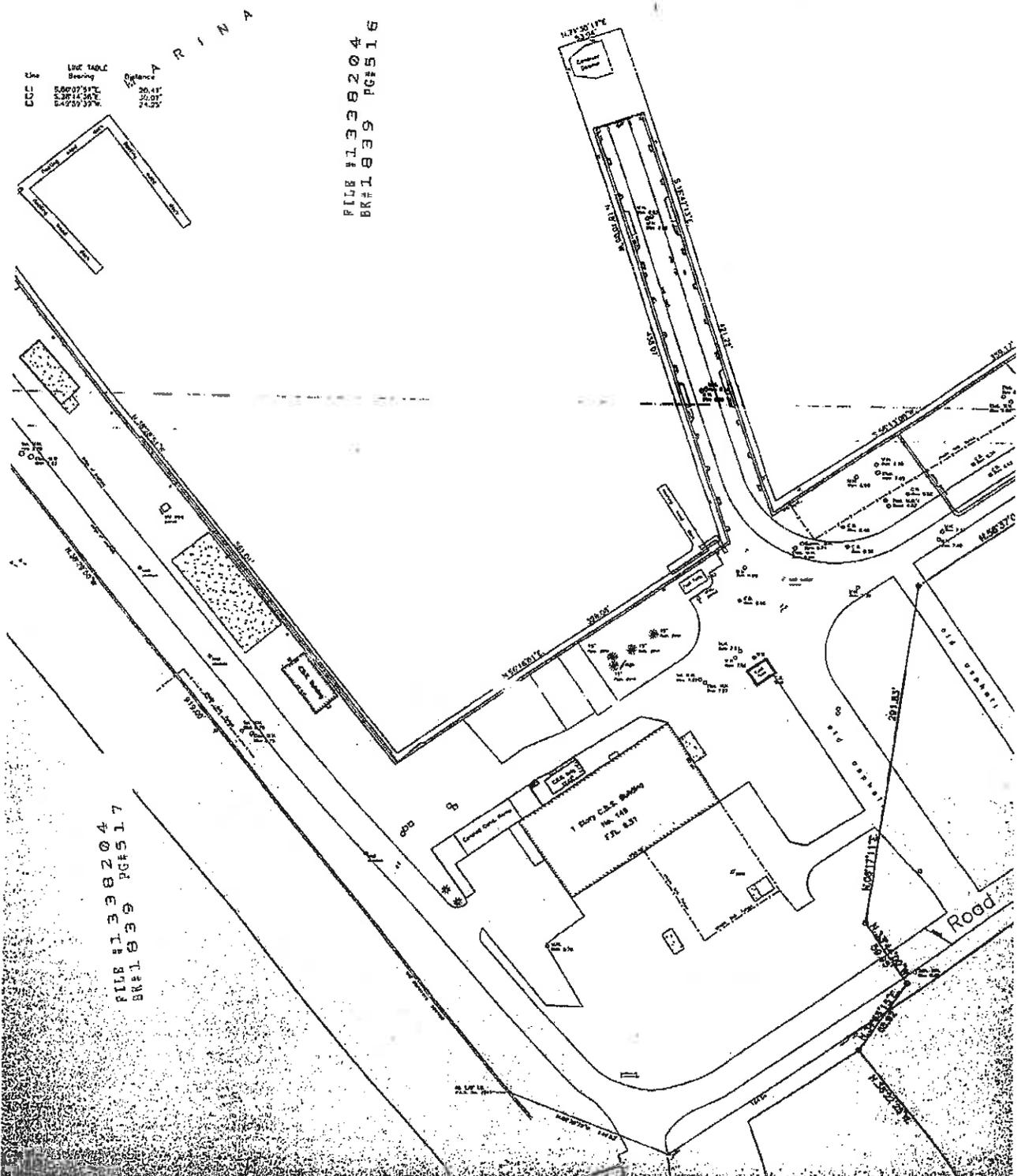
FREDERICK H. HILDEBRANDT
Engineer Planner surveyor
3150 Northside Drive, Key West, Florida 33040
(305) 293-0466 Fax. (305) 293-0237

Date: 8/8/02
Designed: F.H.H.
Drawn:
Checked: 02-524
Sheet No. 6 of 9



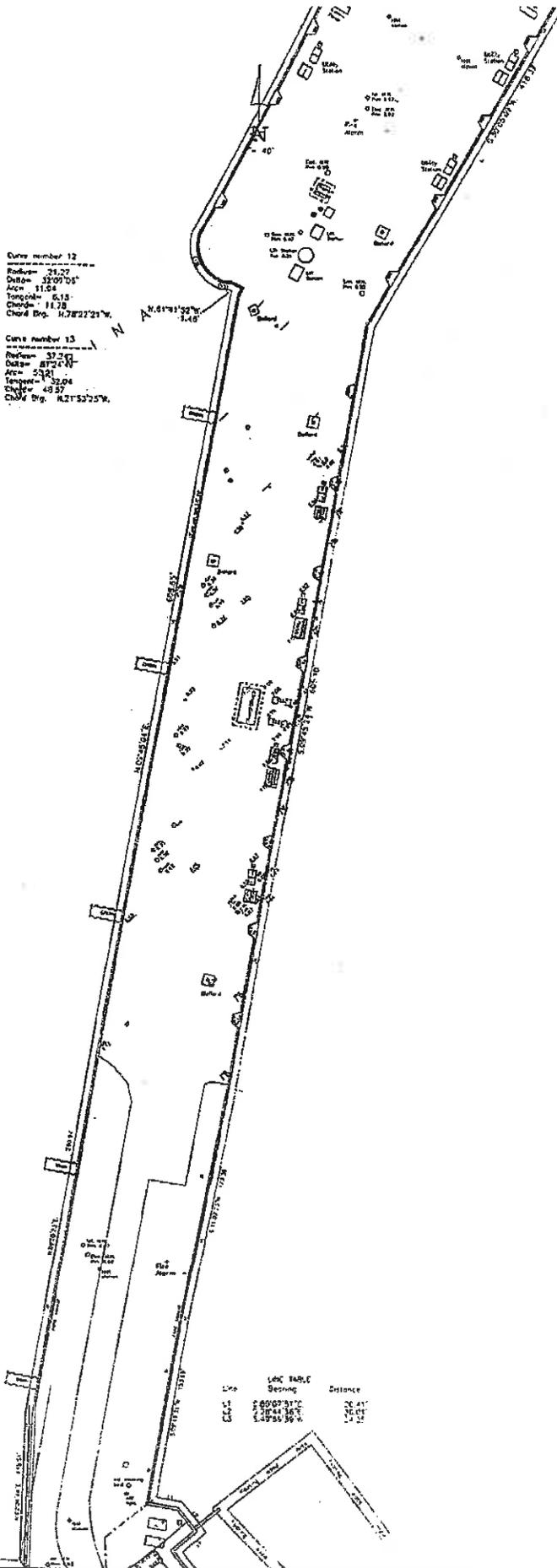
FILE # 1338204
BK# 1839 PG# 516

FILE # 1338204
BK# 1839 PG# 517



Curve number 12
 Radius = 21.27
 Delta = 120°05'
 Arc = 11.54
 Tangent = 6.13
 Chord = 11.78
 Chord Bg. = N.78°22'21"W

Curve number 13
 Radius = 37.25
 Delta = 87°24'
 Arc = 52.81
 Tangent = 32.04
 Chord = 48.57
 Chord Bg. = N.21°52'25"W

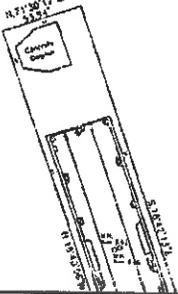


Loc	Loc TABLE	Distance
CCC	7.9907317	76.41'
	2.0092683	17.59'
	1.9955994	17.54'

FILE # 1338204
 BK# 1839 PG# 520

FILE # 1338204
 BK# 1839 PG# 521

M A R I



DATE	8/5/02
DESIGNED BY	F.H.H.
DRAWN BY	
CHECKED BY	
JOB NO.	02-524

Sheet Description:
 City of Key West
 E.D.C. ACQUISITION

Project:
 City of Key West
 U.S.N. Asq.
 Truman Annex

FREDERICK H. HILDEBRANDT
 Engineer Planner surveyor
 3150 Northside Drive, Key West, Florida 33040
 (305) 293-0466 Fax: (305) 293-0237

WHEREAS, the GRANTOR executed a Finding of Suitability for Transfer ("FOST") dated _____ as necessary to provide the covenants required by Section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA"), 42 U.S.C. § 9620(h), although nothing in this Indenture shall be construed to increase, decrease or otherwise modify the responsibilities of GRANTOR, if any, and/or the rights of GRANTEE, its successors and assigns, if any, with respect to the FOST.

WITNESSETH,

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00), plus other good and valuable consideration, to GRANTOR in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, has released and quitclaimed to the GRANTEE, its successors and assigns, without warranty, express or implied, except as required by Title 42, United States Code, Section 9620(h), under and subject to the covenants, terms, reservations, conditions, restrictions, and easements, as set forth herein, all right, title, interest, claim, and demand which the GRANTOR has in and to that certain PROPERTY, containing approximately 32.31 acres, situated in the County of Monroe, in the State of Florida, formerly part of and known as Naval Air Facility, Key West, Florida, described in EXHIBITS "A" and "A-1", attached hereto and incorporated herein by reference, including improvements, related personal property, but excluding any groundwater test wells and other remediation equipment or fixtures located thereon and excluding utility infrastructure located within reserved easements described herein.

NOW THEREFORE, by the acceptance and recording of this Deed in the public records of Monroe County, Florida and as part of the consideration of this conveyance, the GRANTEE, for itself, its successors and assigns, agrees to comply with the covenants, terms, restrictions, conditions, reservations, and easements contained within this Indenture, which shall run with the land in perpetuity unless otherwise released by GRANTOR. The Marketable Record Title Act does not effect or extinguish any rights created by the Restrictive Covenants (§712.03(8), Florida Statutes, effective July 1, 2000). The covenants, terms, reservations, restrictions, conditions and easements contained in this Deed shall be inserted by the GRANTEE verbatim by express reference in any deed or other

legal instrument, by which GRANTEE divests itself of either the fee simple title or any other lesser estate in the PROPERTY, or any portion thereof, with the requirement that any subsequent transferee assumes all of the obligations accepted by the GRANTEE under the provisions of this Deed with respect to the PROPERTY.

The failure of the GRANTOR to insist in any one or more instances upon complete performance of or compliance with any of the covenants, conditions, reservations, restrictions, easements or terms in this Deed shall not be construed as a waiver or a relinquishment of the future performance of or compliance with any such covenants, conditions, reservations, restrictions, easements or terms, and the obligations of the GRANTEE, its successors and assigns, with respect to such future performance and compliance shall continue in full force and effect.

GRANTEE further acknowledges and understands the following notifications:

1. GRANTOR and GRANTEE have jointly inspected the Boat Ramp Area as set forth in EXHIBIT "B" and together agree that the Boat Ramp Area is in good and serviceable condition for its intended use as of the date of this transfer.

2. GRANTEE acknowledges GOVERNMENT's authority to implement appropriate security procedures for Truman Harbor and the landward standoff portion of the PROPERTY to satisfy required Anti-Terrorism Force Protection Conditions as dictated by national security demands ("AT/FP Measures"). Generally, the GOVERNMENT will require minimum standoff distances of 100-feet landward and 100-yards seaward from all GOVERNMENT vessels and 100-yards seaward from all GOVERNMENT property. These minimal standoff distances do not apply to watercraft using the Boat Ramp Area. These standoff distances will apply to GOVERNMENT vessels moored in Truman Harbor or on the Outer Mole. In the event of heightened security conditions, implementation of some procedures may result in curtailed or reduced non-government access via water to Truman Harbor for periods of time. Additional security measures may include, but are not limited to, inspection of vessels or boats entering the harbor, escort of vessels or boats in the Harbor, and placement of water-borne barriers or booms. Non-routine security measures such as evacuation of the Harbor and its

adjacent shores would be undertaken in conjunction with local civil authorities and only when necessitated by emergent conditions. The GOVERNMENT will take into consideration reasonable measures proposed by the LRA to accommodate LRA development and use of the Truman Harbor Area Development Zone, provided such measures are consistent with the level of security determined necessary by the GOVERNMENT. Outside of the 100-foot landward standoff distance from GOVERNMENT vessels, the GOVERNMENT asserts and the LRA acknowledges the GOVERNMENT's sovereign authority to implement non-routine security measures as may be necessitated by emergent conditions as permitted under Federal law and in conjunction with local civil authorities.

3. GRANTEE recognizes the GOVERNMENT's right of navigational servitude. GRANTEE, its lessees, or invitees, successors and assignees shall not interfere with or prohibit safe ship and/or small craft operations by the GRANTOR, or its agents. GRANTEE shall not conduct any operations or construct any improvements within Truman Harbor outside of the area marked as "Truman Harbor Area Development Zone" as set forth in EXHIBIT "B", or within the Trumbo Road Restricted Development Zone as set forth in EXHIBIT "C".

A. RESERVING unto GRANTOR and its assigns the following easements:

1. A perpetual right of ingress, egress and use of the Boat Ramp Area. GRANTEE will maintain and operate the Boat Ramp Area in the condition as accepted and acknowledged during the joint inspection for the use and accommodation of LRA sponsored vessels and the use and accommodation of GOVERNMENT vessels or vessels on behalf of the GOVERNMENT. The GOVERNMENT will be responsible for the repair of damages to the Boat Ramp Area that results from GOVERNMENT use, to the extent required by applicable laws and subject to the availability of appropriated funds, provided that in no event will the GRANTEE be obligated to repair any portion of the Boat Ramp Area damaged by the GOVERNMENT.

2. Perpetual access road easement(s) for ingress and egress over, across, under and through the PROPERTY as described in attached EXHIBIT "D".

3. Perpetual access road easement to Eaton Street extension, as described in attached EXHIBIT "E".
4. Perpetual access road easement to Trumbo road as described in attached EXHIBIT "F".
5. Perpetual right of ingress and egress to the Water Tower Parcel, as shown in attached EXHIBIT "G".
6. Perpetual easements including ingress and egress for the construction, repair, replacement, maintenance and operation of the following utility lines:
 - a. Electrical Line easement as described in attached EXHIBIT "H".
 - b. Sanitary Sewer Line easement as described in attached EXHIBIT "I".
 - c. Communication Line easement as described in attached EXHIBIT "J".
 - d. Storm Water easement as described in attached EXHIBIT "K".
 - e. Potable Water Line easement as described in attached EXHIBIT "L".
 - f. Fuel Line easement as described in attached EXHIBIT "M".
 - g. A sanitary sewer line easement in the vicinity of Trumbo road as described in attached EXHIBIT "N".

B. Development and Use Restrictions and Covenants

GRANTEE covenants to comply with the following development restrictions on the PROPERTY to avoid interference with GOVERNMENT's security and operational activities on the retained property in the Truman Annex area including but not limited to the Mole Pier.

GRANTEE shall not permit or construct any improvements within 50 feet of the property line abutting GOVERNMENT property, with the exception of the TACTS TOWER, and GRANTEE shall not permit or construct any

improvements within 20 feet of the property line around the TACTS TOWER. Notwithstanding this, GRANTEE may install roadways, walkways, and low-level vegetation in this area. Through the procedure described in paragraph 9 herein below, GRANTEE may apply for a variance from this restriction that does not, in the judgment of the GOVERNMENT, impair its security and operations.

2. GRANTEE, upon electing to relocate GOVERNMENT vessels to the East Quay Berthing Area, shall not permit or construct improvements within 100 linear feet landward of the northern 711 linear feet of East Quay Berthing Area as shown in EXHIBIT "B". Notwithstanding this prohibition on improvements, GRANTEE may install roadways, walkways, and low-level vegetation in this area. Through the procedure described in paragraph 9 herein below, GRANTEE may apply for a variance from this restriction that does not, in the judgment of the GOVERNMENT, impair its security and operations. In the event the LRA and the GOVERNMENT elect to relocate a GOVERNMENT vessel to the East Quay Berthing Area after improvements have been constructed, a 100 linear foot landward exclusive GOVERNMENT use zone shall be established.

3. GRANTEE shall not permit any improvement that exceeds an elevation greater than 35 feet above the crown of the closest road except where controlled by existing easements.

4. GRANTEE shall not permit obstructions or improvements to be placed in the Boat Ramp Area or use it in any way that would prohibit or interfere with GRANTOR's right of access and use of the Boat Ramp Area for its intended purpose of boat launching and recovery.

5. GRANTEE shall not permit facilities or operations on the PROPERTY that would create Radio Frequency Interference (RFI) with GOVERNMENT communication operations, without the prior written approval of the GOVERNMENT. Known RFI activities that are prohibited shall include but are not limited to commercial radio transmitters and arc welding shops. However, normal small craft radio systems or cell phone use is not prohibited.

6. GRANTEE shall not permit commercial or recreational aviation activities or their related support functions on the PROPERTY.

7. GRANTEE shall not allow use of the PROPERTY to permit any improvements to be built within Truman Harbor outside of the "Truman Harbor Area Development Zone" as set forth in EXHIBIT "B".

8. GRANTEE shall not allow use of the PROPERTY to permit any improvements to be built within the "Trumbo Road Restricted Development Zone" as set forth in EXHIBIT "C".

9. Grantee will submit all plans for development of the PROPERTY (LRA Development Plans) to the GOVERNMENT for review and concurrence that the proposed development or use of Truman Harbor and the PROPERTY will not interfere with GOVERNMENT security or operations. The LRA Development Plans shall (1) provide sufficient information for the GOVERNMENT to conduct its review and generally shall include the types of information set forth in EXHIBIT "O", and (2) provide for all types of development or improvements on the PROPERTY including the relocation of existing roads, utilities and other improvements and waivers of express development and use restrictions. GOVERNMENT review will be conducted within ninety (90) days of submittal and GOVERNMENT concurrence shall not be unreasonably withheld. If the GOVERNMENT identifies any conflict with express development and use restrictions and agreements or any interference or potential interference, that the LRA's Development Plans may cause to GOVERNMENT security or operations in the Key West vicinity, the GOVERNMENT shall inform the GRANTEE and the GOVERNMENT and GRANTEE shall work to identify what, if any, modifications can be made to enable the LRA's Development Plans to proceed. The GOVERNMENT hereby designates Commanding Officer, Naval Air Facility, Key West, or his/her successor, as its agent to review for concurrence of the LRA Development Plans.

10. GRANTEE agrees and acknowledges that the GOVERNMENT assumes no liability to the GRANTEE or its sublessees, licensees or successors and assigns should implementation of any of the above security procedures or the denial of any of the LRA's Development Plans interfere with or disrupt the use of the PROPERTY or GRANTEE operations in Truman Harbor or result in any damages or economic hardships to the GRANTEE or its sublessees, licensees, successors and assigns. GRANTEE, its sublessees, licensees, successors and assigns shall have no

claim on account of any such interference against the GOVERNMENT or any officer, agent, employee or contractor thereof. This provision applies only to claims and liability that may arise on or from the PROPERTY and Truman Harbor.

C. Contamination in excess of the Florida Department of Environmental Protection (FDEP) residential cleanup target levels (F.A.C. 777) remain on portions of the PROPERTY; therefore, GRANTOR hereby imposes the following use restrictions on those portions of the PROPERTY hereinafter referred to as the "Restricted Area(Land Use Controls)" as set forth in EXHIBITS "P" and "P-1":

1. GRANTEE shall not tamper with or damage groundwater monitoring and/or soil monitoring and/or remediation systems (including pumps, wells, piping, utilities and associated appurtenances) of GRANTOR on Restricted Area(Land Use Controls) as set forth in EXHIBITS "P" and "P-1".

2. GRANTEE shall not install wells or extract groundwater on Restricted Area(Land Use Controls) as set forth in EXHIBIT "P". Construction related groundwater dewatering conducted in accordance with applicable State regulations is specifically authorized.

3. GRANTEE, on behalf of its lessees, licensees, successors and assigns, covenants that it shall not hinder or prevent the GOVERNMENT from constructing, upgrading, operating, maintaining and monitoring any groundwater and/or soil treatment facilities and/or groundwater monitoring network or engage in any activity that will disrupt or hinder further remedial investigation, response actions or oversight activities on Restricted Area(Land Use Controls) as set forth in EXHIBITS "P" and "P-1" or adjoining areas within the PROPERTY.

4. The GRANTEE shall not permit residential or agricultural use on the Restricted Area(Land Use Controls) as set forth in EXHIBITS "P" and "P-1". Residential use includes but is not limited to housing, child care and pre-school facilities and recreational camping and playgrounds.

5. The GRANTEE shall comply with the provisions of any health and safety plan put into effect by the GOVERNMENT in connection with any ongoing or future

environmental investigative and/or remedial activities to be undertaken by the GOVERNMENT on the Restricted Area (Land Use Controls) as set forth in EXHIBITS "p" and "P-1".

6. The GRANTEE shall perform annual inspections of the PROPERTY to ensure that all land use controls are being complied with and provide a written report to GRANTOR certifying such compliance for as long as maintenance is required at the identified sites.

D. NOTICES, COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS

1. Notice of Environmental Condition:

For each hazardous substance stored on the PROPERTY for one (1) year or more, or known to have been released or disposed of on the PROPERTY, EXHIBIT "Q", which is attached hereto and made a part hereof, provides notice of the type and quantity of such hazardous substances at the time at which such storage, release or disposal took place to the extent such information is available on the basis of a complete search of agency files by GRANTOR, and of all response actions taken to date to address such hazardous substances. The information contained in this Notice is required under 42 U.S.C. § 9620(h)(3)(A).

2. This Notice of the Presence of Asbestos-Containing Materials (ACM) - Warning is given in accordance with 41 Code of Federal Regulations Part 101-47.304-13. The GRANTEE, and each of its successors and assigns, is warned that the structures and improvements remaining on the PROPERTY may contain asbestos-containing materials both on their exterior and/or interior areas. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and can result in disability or death.

The GRANTEE, and each of its successors and assigns, and agrees that in its use and occupancy of the

PROPERTY (including demolition and disposal of existing improvements), it will comply with all applicable Federal, state, and local laws relating to asbestos-containing materials ("ACM"). Also, the GRANTOR assumes no liability for damages for personal injury, illness, disability, or death to the GRANTEE, or to GRANTEE's successors, assigns, employees, invitees, or any other person, including members of the general public, arising from or incident to the future purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with ACM on the PROPERTY after the date of this Indenture, whether the GRANTEE, its successors or assigns, has properly warned or failed to properly warn the individual(s) injured. Consistent with the foregoing, GRANTEE and its successors and assigns shall not have liability for (i) any violations of laws or regulations relating to ACM occurring prior to the date of this Indenture, or (ii) any releases of or exposures to ACM occurring before the date of this Indenture.

3. Lead-Based Paint: The GRANTOR represents after diligent inquiry, and the GRANTEE, and each of its successors and assigns, acknowledges, that all portions of the improvements on the PROPERTY subject to this Indenture may include lead-based paint ("LBP") as of the date of this Indenture. The GRANTEE, and each of its successors and assigns, covenants and agrees that in its use and occupancy of the PROPERTY (including demolition and disposal of existing improvements), it will comply with all applicable Federal, state, and local laws relating to LBP. Also, the GRANTOR assumes no liability for damages for personal injury, illness, disability, or death to the GRANTEE, or to GRANTEE's successors, assigns, employees, invitees, or any other person, including members of the general public, arising from or incident to the future purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with LBP on the PROPERTY after the date of this Indenture, whether the GRANTEE, its successors or assigns, has properly warned or failed to properly warn the individual(s) injured. Consistent with the foregoing, GRANTEE and its successors and assigns shall not have liability for (i) any violations of laws or regulations relating to LBP occurring prior to the date of this Indenture, or (ii) any releases of or exposure to LBP occurring before the date of this Indenture.

4. In accordance with the requirements and limitations contained in 42 United States Code §§ 9620(h)(3)(A), the GRANTOR hereby warrants that:

- a. all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the PROPERTY has been taken, and
- b. any additional remedial, response, or corrective action found to be necessary after delivery of this Indenture shall be conducted by the GRANTOR.

5. Right of Access: In accordance with the requirements and limitations contained in Title 42 U.S.C. §9620(h), GRANTOR expressly reserves all reasonable and appropriate rights of access to the PROPERTY described herein when remedial action, response action, or corrective action is found to be necessary in accordance with applicable Federal, State and local environmental laws, after delivery of this Indenture. In non-emergency circumstances, GRANTOR shall give GRANTEE, its successors and assigns, reasonable prior written notice of its intention to enter the PROPERTY for the purposes set forth herein and shall cooperate with GRANTEE, its successors or assigns, to the maximum extent practicable, with respect to the timing and manner of such entry, unless such entry is required to remedy an emergency situation or prevent the imminent endangerment of human health, in which event no prior notice shall be required. These access rights are in addition to those granted to Federal, State, and local authorities under applicable environmental laws and regulations. GRANTEE agrees to comply with activities of the GRANTOR in furtherance of these covenants and will take no action to interfere with future necessary remedial and investigative actions of the GRANTOR. The GRANTOR and the GRANTEE agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and operations of GRANTEE, its successors and assigns, and of any Lessee or any Sublessee of the PROPERTY. Any inspection, survey, investigation, or other response or remedial action will to the extent practicable, be coordinated with representatives designated by GRANTEE or its successors and assigns. The right of access described herein shall include the right to conduct tests, investigations and surveys, including, where necessary, drilling, digging test pits, boring, and other similar activities. Such rights shall also include the right to

construct, operate, maintain, or undertake any other response, corrective or remedial action as required or necessary, including, but not limited to, monitoring wells, pumping wells, and treatment facilities. GRANTEE, and each of its successors and assigns, agrees to comply with GRANTOR in furtherance of these covenants.

6. Indemnification as Required by United States Public Law 102-484, Section 330, as amended:

GRANTOR shall hold harmless, defend, and indemnify the GRANTEE and any future successor, assignee, transferee, lender, or lessee of the PROPERTY from any suit, demand, cost or liability arising out of any claim for personal injury or property damage that may result from, or be predicated upon, the release or threatened release of any hazardous substance, pollutant and/or petroleum or petroleum derivative contaminant resulting from Department of Defense activities on the PROPERTY to the conditions specified in, and to the extent authorized by, Section 330 of Public Law 102-484 as amended by Section 1002 of Public Law 103-160.

GRANTEE on behalf of its lessees, licensees, successors and assignee covenants that it shall provide written notice to the GOVERNMENT and FDEP: of any subsequent sale, assignment or lease of the Restricted Area (Land Use Controls) as set forth in EXHIBITS "p" and "p-1" or any portion thereof, and provide contact information concerning the new owner or occupant.

GRANTEE covenants for itself, successors and assigns and every successor in interest to the PROPERTY, or any part thereof, that GRANTEE and such successors and assigns shall not discriminate upon the basis of race, color, religion, disability or national origin in the use, occupancy, sale or lease of the PROPERTY, or in their employment practices conducted thereon. This covenant shall not apply however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to PROPERTY used primarily for religious purposes. GRANTOR shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the PROPERTY hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

FILE #1338204
BK#1839 PG#537

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 or claim whatsoever of the GRANTOR, either in law or in equity and subject to the terms, reservations, restrictions, covenants, conditions, easements, and notifications set forth in this Deed, to the only proper use, benefit and behalf of the GRANTEE, its successors and assigns forever.

LIST OF EXHIBITS

- A. Property Boundary Survey with Legal Description
- A-1 Trumbo Road Boundary Survey with Legal Description
- B. Truman Harbor Area Development Zone, Boat Ramp Area, East Quay Berthing Area and East Quay Wall Area
- C. Trumbo Road Restricted Development Zone
- D. Access Road Easements
- E. Access Road Easement, Eaton Street Extension
- F. Access Road Easement to Trumbo Road
- G. Water Tower Parcel Easement
- H. Electrical Line Easement
- I. Sanitary Sewer Line Easement
- J. Communication Line Easement
- K. Storm Water Easement
- L. Potable Water Line Easement
- M. Fuel Line Easement
- N. Sanitary Sewer Line easement- Trumbo Road
- O. Development Plan Submission Criteria
- P-F-1. Restricted Area (Land Use Controls)
- Hazardous Substance Notice

FILE #1338204
BK#1839 PG#540

ACCEPTANCE

The City of Key West does hereby accept this Quitclaim Deed and by acceptance agrees to all of the terms and condition thereof.

Executed this _____ day of _____,
2002.

By _____

Title _____

(OFFICIAL SEAL)

Attest _____

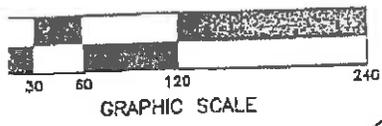
Title _____

FILE # 133R204
 BREF 1879 11541

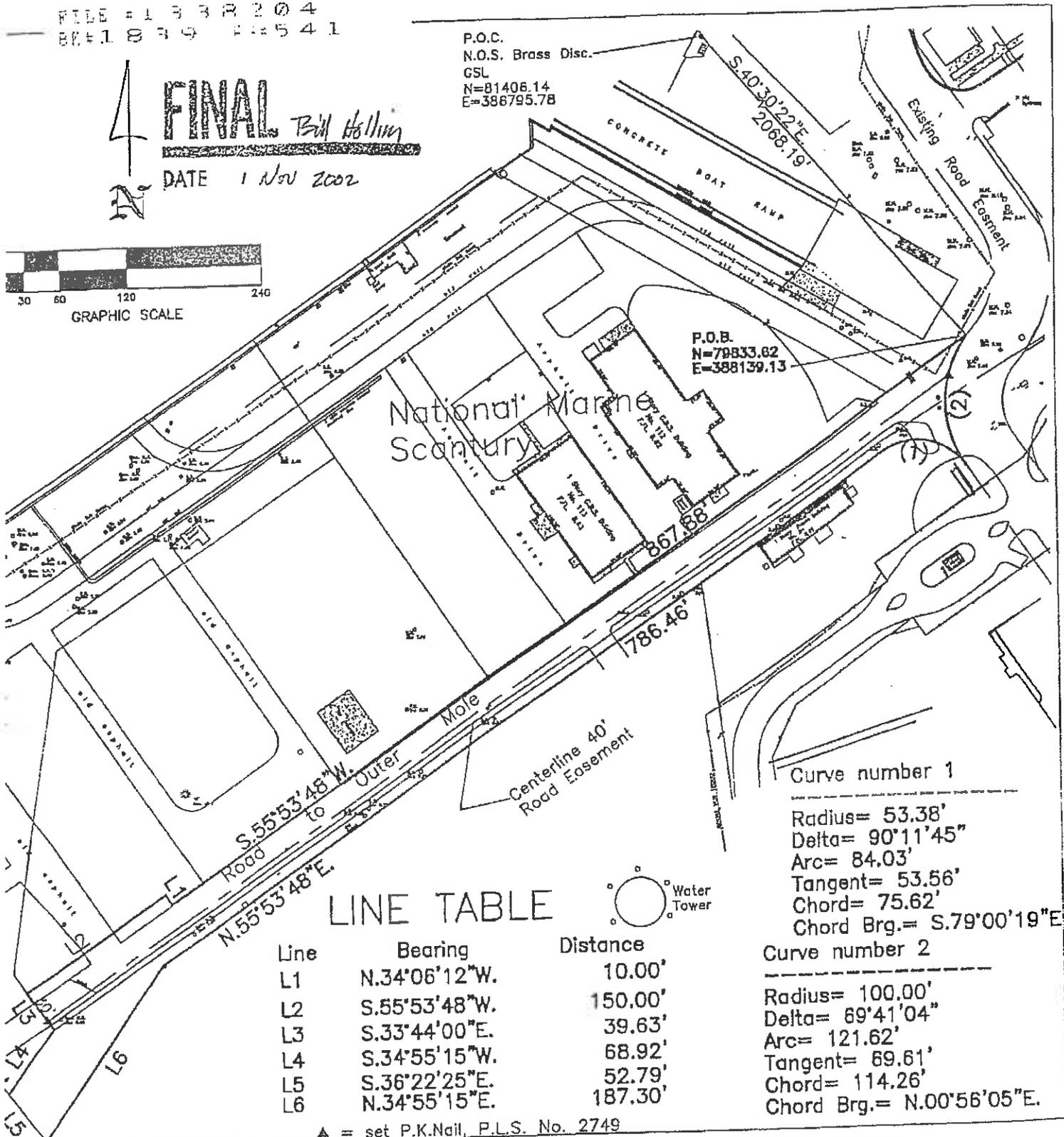


FINAL *Bill Hollim*

DATE 1 Nov 2002



P.O.C.
 N.O.S. Brass Disc.
 GSL
 N=81406.14
 E=386795.78



National Marine Sanctuary

P.O.B.
 N=79833.62
 E=388139.13

S.55°53'48"W.
 Road to Outer Mole
 N.55°53'48"E.

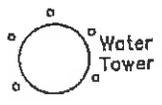
Centerline 40'
 Road Easement

Curve number 1

Radius= 53.38'
 Delta= 90°11'45"
 Arc= 84.03'
 Tangent= 53.56'
 Chord= 75.62'
 Chord Brg.= S.79°00'19"E

LINE TABLE

Line	Bearing	Distance
L1	N.34°06'12"W.	10.00'
L2	S.55°53'48"W.	150.00'
L3	S.33°44'00"E.	39.63'
L4	S.34°55'15"W.	68.92'
L5	S.36°22'25"E.	52.79'
L6	N.34°55'15"E.	187.30'



Curve number 2

Radius= 100.00'
 Delta= 69°41'04"
 Arc= 121.62'
 Tangent= 69.61'
 Chord= 114.26'
 Chord Brg.= N.00°56'05"E

▲ = set P.K.Nail, P.L.S. No. 2749

FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 Northside Drive
 Suite 101
 Key West, Fl. 33040
 (305) 283-0468
 Fax: (305) 283-2237

Truman Annex, NAF Key West, Florida
 Key West, Florida 33040

Road Easement - 1.20 Ac.

REVISIONS AND/OR ADDITIONS

- 8/29/02: Correct L.D.
- 9/4/02: Correct L.D.
- 9/4/02: Revise Road Layout

Scale: 1"=120'
 No. 02-541
 F.H.H.

TRUMAN ANNEX
 NAF KEY WEST, FLORIDA
 ROAD EASEMENT
 1.07 Acres

FILE # 1 3 3 8 2 0 4
 BK# 1 8 3 9 PG# 5 4 2

LEGAL DESCRIPTION: Road Easement:

Prepared by undersigned:

A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows; Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 40°30'22" E for 2068.19 feet to the Point of Beginning; thence S.55°53'48"W., a distance of 867.88 feet; thence N.34°06'12"W., a distance of 10.00 feet; thence S.55°53'48"W., a distance of 150.00 feet; thence S.33°44'00"E., a distance of 39.63 feet; thence S.34°55'15"W., a distance of 68.92 feet; thence S 36°22'25" E a distance of 52.79 feet; thence N 34°55'15" E a distance of 187.30 feet, thence N.55°53'48"E., a distance of 786.46 feet to the point of curvature of a curve to the right, having: a radius of 53.38 feet, a central angle of 90°11'45", a chord bearing of S.79°00'19"E. and a chord length of 75.62 feet; thence along the arc of said curve, on arc length of 84.03 feet to a point on a curve to the right, having: a radius of 100.00 feet, a central angle of 69°41'04", a chord bearing of N.00°56'05"E. and a chord length of 114.26 feet; thence along the arc of said curve, an arc length of 121.62 feet to the Point of Beginning.

Parcel contains 52126 square feet or 1.20 acres, more or less.

CERTIFICATION:

I HEREBY CERTIFY that the attached Legal Description is true and correct to the best of my knowledge and belief; that it meets the minimum technical standards adopted by the Florida Board of Land Surveyors, Chapter 61G17-6, Florida Statute Section 472.027, and the American Land Title Association, and that there are no visible encroachments unless shown hereon.

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

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

FREDERICK H. HILDEBRANDT ENGINEER PLANNER SURVEYOR 3150 Northside Drive Suite 101 Key West, Fl. 33040 (305) 293-0466 Fax: (305) 293-0237		Truman Annex, NAF Key West, Florida Key West, Florida 33040	
		Road Easement - 1.20 Ac.	
		REVISIONS AND/OR ADDITIONS	
		8/29/02: Correct L.D.	
		9/4/02: Correct L.D.	
		9/4/02: Revise Road Layout	
Scale: 1"=120'	Ref file	Draw No: 02-541	
Date: 8/20/02		Drawn By: FHH	

FINAL *Edm Holdings*

DATE 1/22/02

REDUCED SCALE

U.S.N. KEY WEST, FLORIDA

Truman Annex

Eaton Street Extension

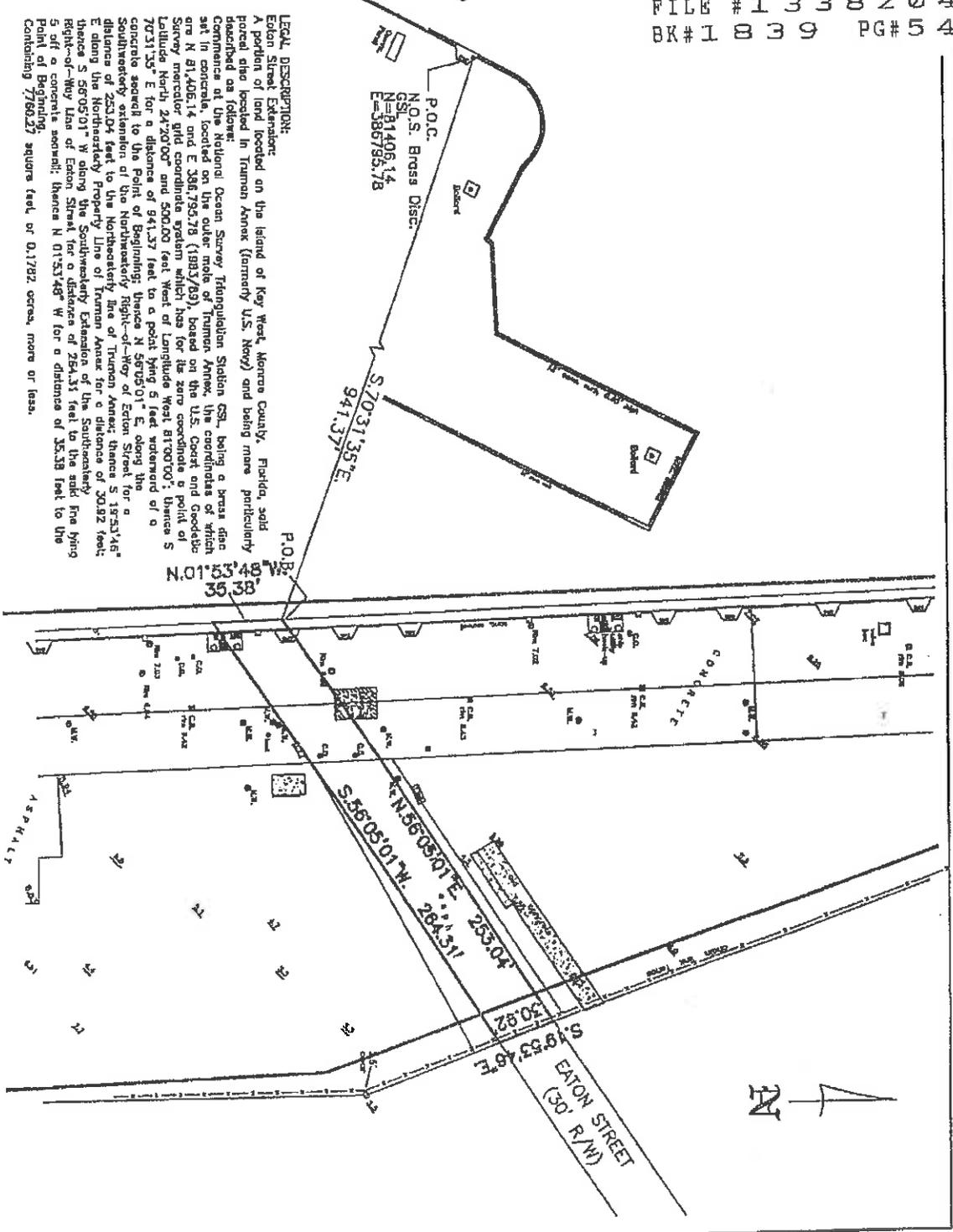
Scale: 1"=50' Date No: 00-516-7A

Order: 1/22/02

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101 Ft. 33040
Key West, FL 33040
(305) 283-0237
Fax: (305) 283-0237

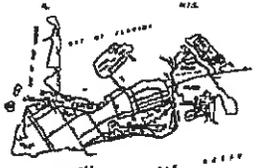
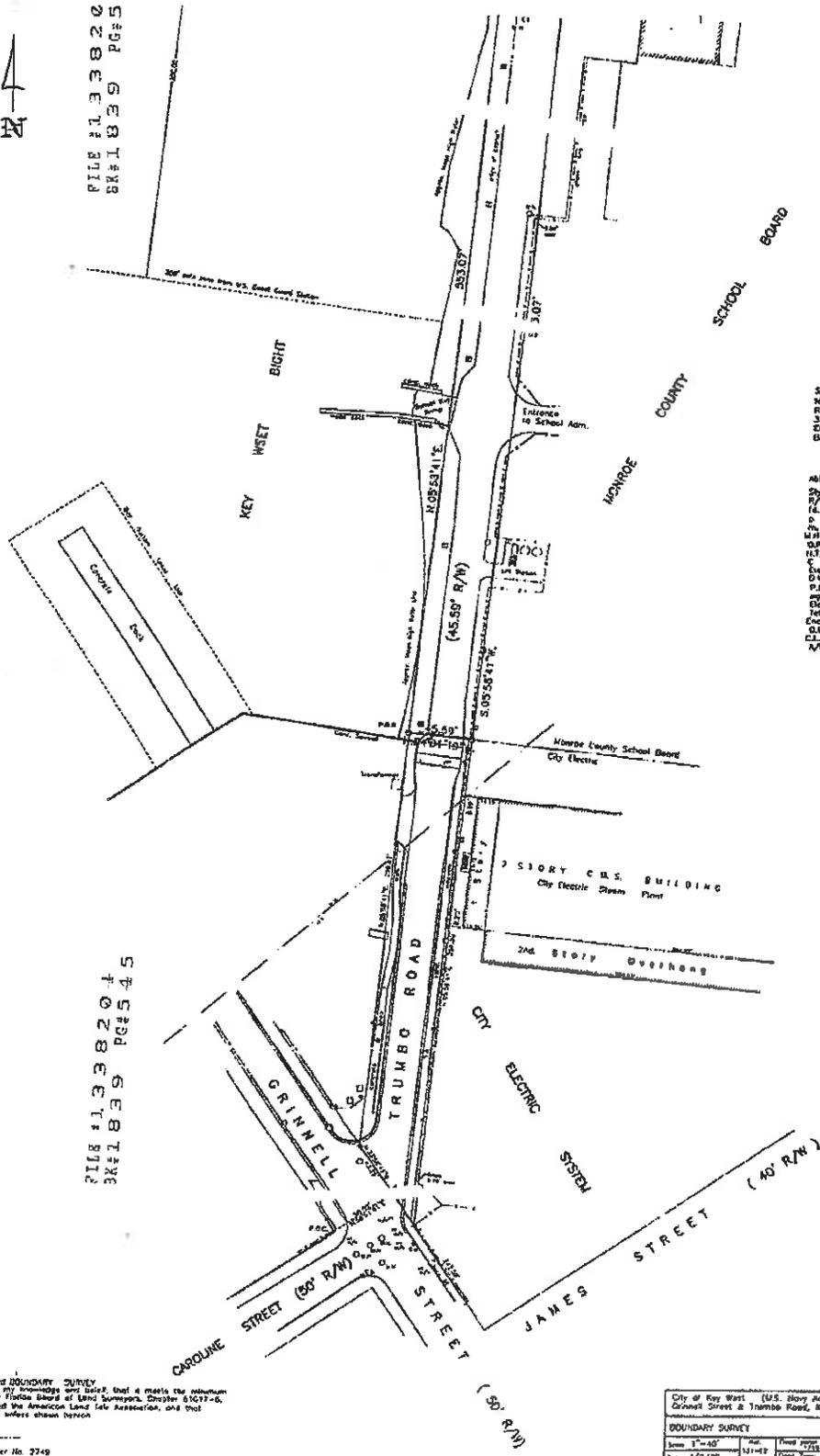
FILE # 1338204
BK# 1839 PG# 543



LEGAL DESCRIPTION:
 Eaton Street Extension:
 A portion of land located on the island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:
 Commence at the National Ocean Survey Triangulation Station G.S.I., being a brass disk set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/83). Based on the U.S. Coast and Geodetic Survey meridian grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500,000 feet west of Longitude West 81°00'00"; thence S 70°31'35" E for a distance of 941.37 feet to a point being 5 feet westward of a concrete sewer to the Point of Beginning; thence N 56°05'01" E, along the southerly extension of the Northwesterly Right-of-Way of Eaton Street for a distance of 253.04 feet to the Northwesterly line of Truman Annex; thence S 15°23'46" E along the Northwesterly Property Line of Truman Annex for a distance of 303.92 feet; thence S 56°05'01" W along the Southwesterly Extension of the Southwesterly Right-of-Way Line of Eaton Street for a distance of 254.31 feet to the stake being 5 feet off a concrete sewer; thence N 01°53'48" W for a distance of 253.38 feet to the Point of Beginning;
 Containing 7780.27 square feet, or 0.1782 acres, more or less.

FILE # 133820
 BK# 1829 PG# 5

FILE # 133820
 BK# 1829 PG# 5



LOCATION MAP
 City of Key West &
 Stock Island

SURVEYOR'S NOTES:
 Mark set on basis in Side Plane Cor. System
 Reference Bearing: State plane coord. system 83/80
 3.4 kilometers existing elevation
 Computations based on N.G.V.D. 1929 Datum
 Bench Mark No. Date Elevation 14.324
 B = set 1/2" P.P., P.L.S. No. 2749
 A = set P.P. No. P.L.S. No. 2749

- Abbreviations:**
- Sty. = Story
 - R/W = Right-of-Way
 - EL = Elevation
 - D = Pipe
 - PL = Pole
 - M.B.M. = Mean High Water
 - O.S. = Official Survey
 - H.S. = Mark to Scale
 - C = Centerline
 - L = Location
 - D.M. = Bench Mark
 - P.B. = Post Box
 - OP = Open
 - ELC = Electric
 - TEL = Telephone
 - ENC = Encroachment
 - DL = De Line
 - C.L.F. = Chain Link Fence
 - A/C = Air Conditioner
 - o/s = On-Site
 - U/S = Underground
 - F.L. = Finish Floor Deviation
 - L.B. = Low Block
 - conc. = concrete
 - IP = Iron Pipe
 - IR = Iron Rod
 - B = Bench
 - C = Concrete Block
 - O.S.M. = Concrete Block Street
 - CONC. = Concrete
 - wd. = Wood
 - M = Meter
 - PL = Pole
 - Hyd = Fire Hydrant
 - FM = Fire Wall
 - W = Wall
 - W.P. = wood utility pole
 - L = Live Hydro
 - W = water valve
 - D.W. = water meter

Field Work performed on 6/10/00

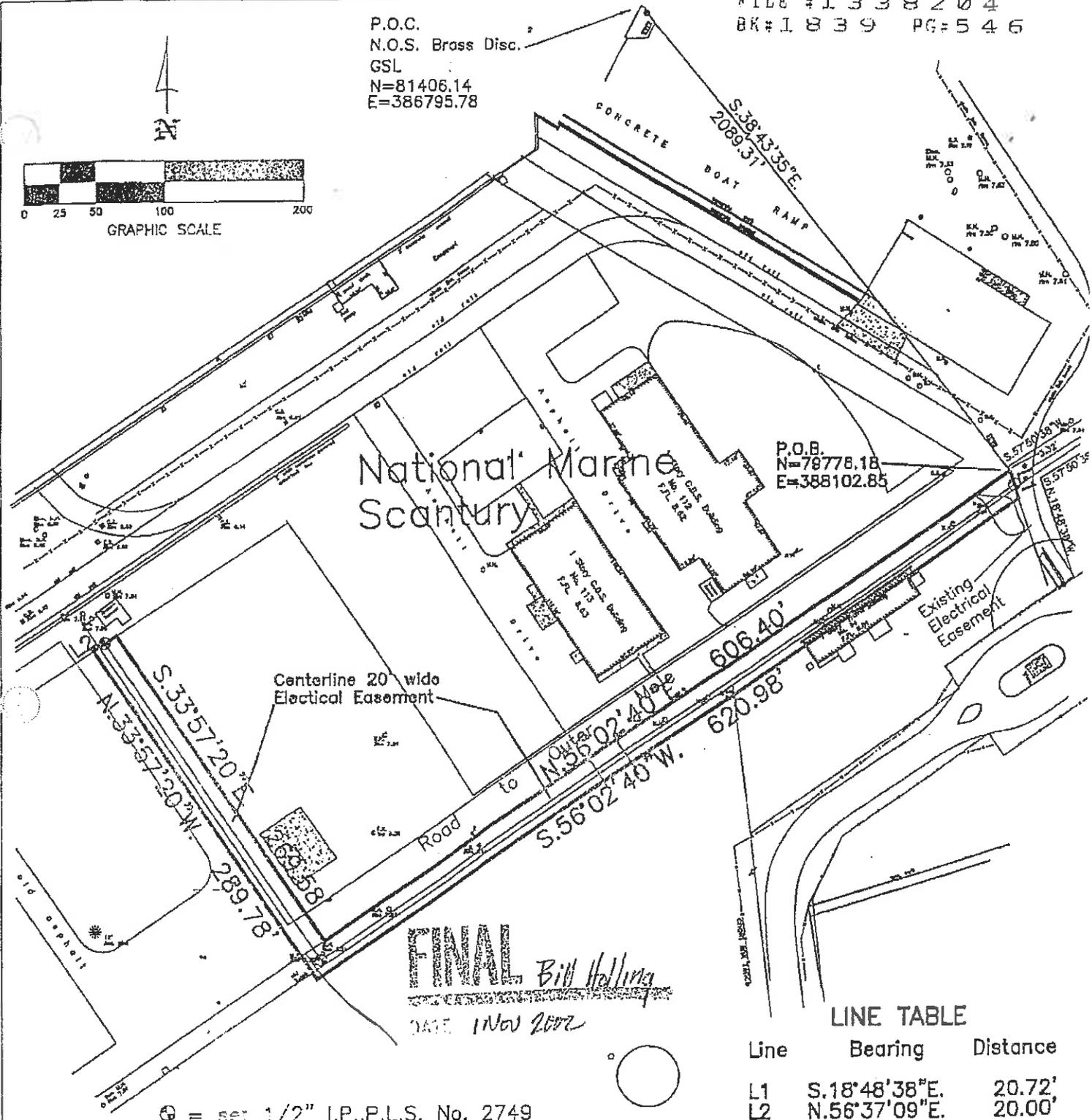
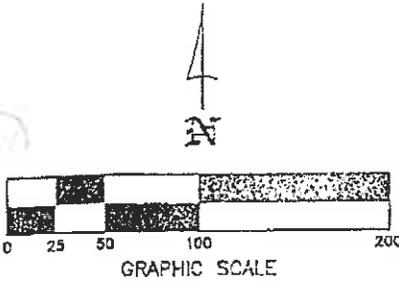
LEGAL DESCRIPTION:
 A portion of land and Bay Bottom lying in the City of Key West and the Key West Right, Monroe County, Florida, and being more particularly described as follows:
 Commence at the Northwesterly Right-of-Way Line of Caroline Street and the Southeastwesterly Right-of-Way line of Grinnell Street, thence N 50°31'1" E along the Extension of the Northwesterly Right-of-Way Line of Caroline Street for 50.00 feet to the Northwesterly Extension of the Northwesterly Right-of-Way Line of Grinnell Street; thence N 37°58'18" W along the said Street; thence S 05°58'41" E for 45.50 feet to the Point of Beginning; thence continue N 02°58'41" E for 53.07 feet to the Southeastwesterly Property line of the U.S. Coast Guard Station, Key West; thence S 04°01'19" E along the said Southeastwesterly Property line of the U.S. Coast Guard Station, Key West for 45.50 feet; thence S 05°58'41" E and leaving the said Property line of the U.S. Coast Guard Station, Key West for 53.07 feet; thence N 50°31'1" W for 45.50 feet to the Point of Beginning. Containing 25,714.48 Square Feet, or 0.5750 Acres, more or less.

to attached BOUNDARY SURVEY
 is that all my knowledge and belief that it meets the requirements of the Florida Board of Land Surveyors, Chapter 80C17-05, 2011, and the American Land Title Association, and that such title unless shown herein

City of Key West (U.S. Navy Acquisition)			
Ground Street & Trumbo Road, Key West, FL 33040			
BOUNDARY SURVEY		Run No.	00-113
Scale 1"=40'	Map No. 141-49	Field Paper No.	113-113
Date 3/27/00	Drawn by J.L.M.	Checked by J.L.M.	
	Total Area 26,215	Area by 12.80	
		Area by 12.80	

FREDERICK H. HILDEBRANDT
 CHARTERED PROFESSIONAL SURVEYOR
 1518 Remondino Drive
 Suite 101
 Key West, FL 33040
 (305) 293-0844

P.O.C.
 N.O.S. Brass Disc.
 GSL
 N=81406.14
 E=386795.78



National Marine
 Sanctuary

P.O.B.
 N=78778.18
 E=388102.85

Centerline 20' wide
 Electrical Easement

Existing
 Electrical
 Easement

FINAL
Bill Holling
 DATE 1 Nov 2002

⊕ = set 1/2" I.P., P.L.S. No. 2749

LINE TABLE

Line	Bearing	Distance
L1	S.18°48'38"E.	20.72'
L2	N.56°37'09"E.	20.00'

FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 Northside Drive
 Suite 101
 Key West, FL 33040
 (305) 263-1488
 Fax: (305) 263-1487

Truman Annex, NAF Key West, Florida
 Key West, Florida 33040

Electical Easement - 0.41 Ac.

REVISIONS AND/OR ADDITIONS

8/29/02: Correct L.D.
 10/31/02: MADE SURVEY BOLD

Scale: 1"=100'
 Date: 8/20/02

No. 02-541
 S. F.H.H.

TRUMAN ANNEX
NAF KEY WEST, FLORIDA
Electrical EASEMENT
0.41 Acres

FILE # 1338204
BK# 1839 PG# 547

LEGAL DESCRIPTION: Electrical Easement:

Prepared by undersigned:

A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows: Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 38°43'35" E for 2089.31 feet to the Point of Beginning; thence S 18°48'38" E, a distance of 20.72 feet; thence S 56°02'40" W, a distance of 620.98 feet; thence N 33°57'20" W, a distance of 289.78 feet; thence N 56°37'09" E, a distance of 20.00 feet; thence S 33°57'20" E, a distance of 269.58 feet; thence N 56°02'40" E a distance of 606.40 feet to the Point of Beginning.
Parcel contains 17,867.35 square feet or 0.41 acres, more or less.

CERTIFICATION:

I HEREBY CERTIFY that the attached Legal Description is true and correct to the best of my knowledge and belief; that it meets the minimum technical standards adopted by the Florida Board of Land Surveyors, Chapter 61G17-6, Florida Statute Section 472.027, and the American Land Title Association, and that there are no visible encroachments unless shown hereon.

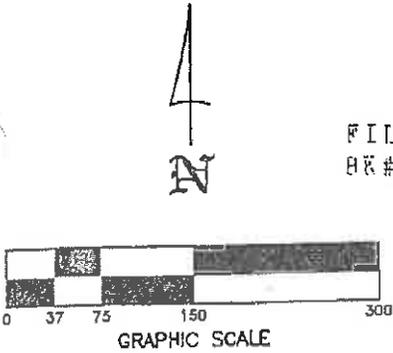
FREDERICK H. HILDEBRANDT
Professional Land Surveyor & Mapper No. 2749
Professional Engineer No. 56810
State of Florida

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

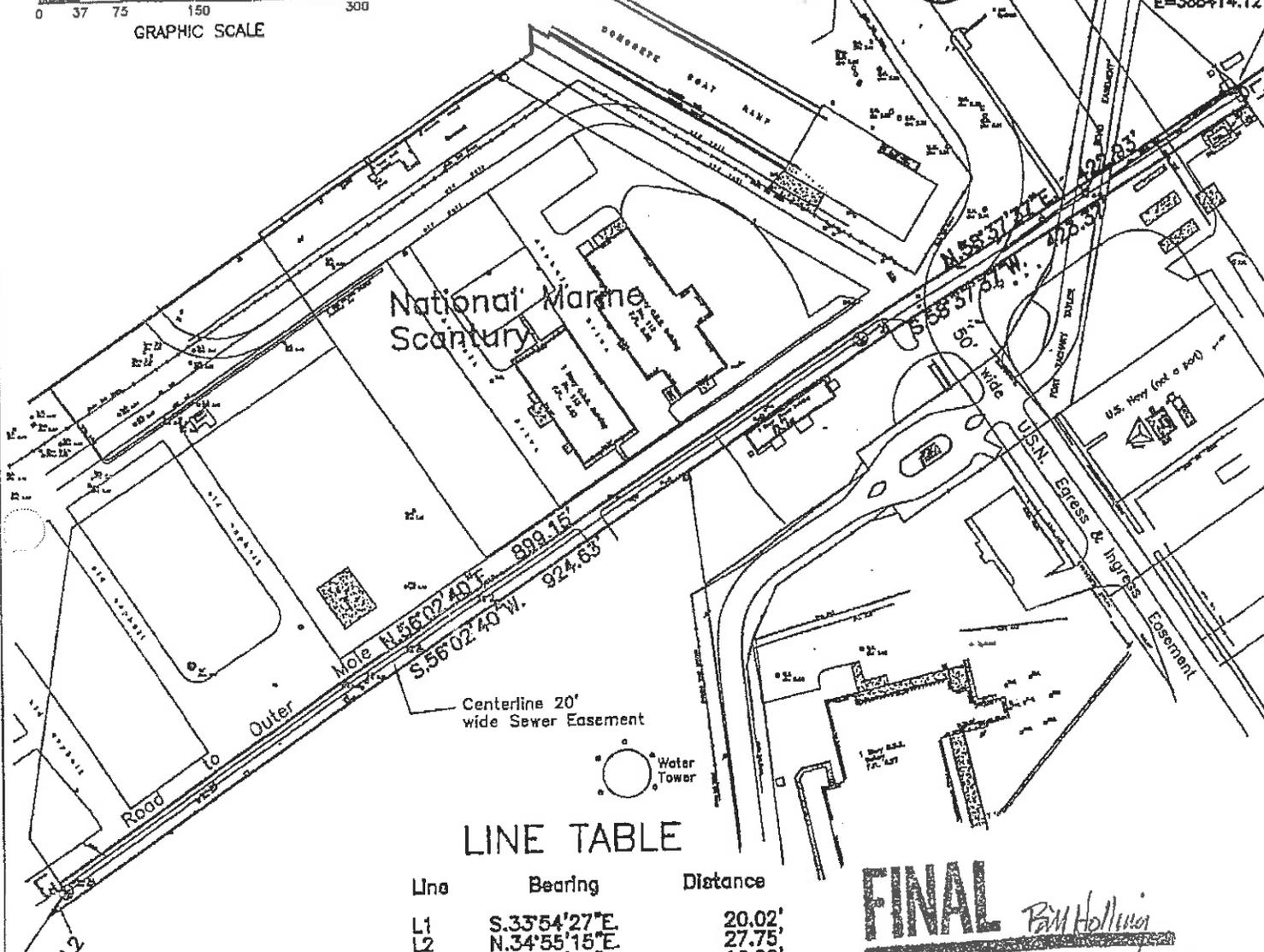
FREDERICK H. HILDEBRANDT ENGINEER PLANNER SURVEYOR 2180 State Key West (305) Fax	Truman Annex, NAF Key West, Florida Key West, Florida 33040
	Electrical Easement - 0.41 Ac.
	REVISIONS AND/OR ADDITIONS
Scale: 1"=100'	8/29/02: Correct L.D.
Date: 8/20/02	
	Sheet 2 of 2

P.O.C.
 N.O.S. Brass Disc.
 GSL
 N=81406.14
 E=386795.78

FILE # 1338204
 BK# 1839 PG# 548



P.O.B.
 N=79988.98
 E=388414.12



LINE TABLE

Line	Bearing	Distance
L1	S.33°54'27"E.	20.02'
L2	N.34°55'15"E.	27.75'
L3	N.33°57'20"W.	10.00'

FINAL *Bill Holliday*
 DATE 1 Nov 2002

⊙ = Set 1/2" I.B., P.L.S. No. 2749

FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 Northside Drive
 Suite 101
 Key West, Fl. 33040
 (305) 293-0466
 Fax. (305) 293-0237

Truman Annex, NAF Key West, Florida
 Key West, Florida 33040

Sewer Easement - 0.62 Ac.

REVISIONS AND/OR ADDITIONS

8/29/02: Correct L.D.

Scale: 1"=150'
 Date: 8/20/02

Ref. file

Dwn No.: 02-541
 Dwn. By: F.H.H.

TRUMAN ANNEX
NAF KEY WEST, FLORIDA
SEWER EASEMENT
0.62 Acres

FILE #1338204
BK#1839 PG#549

LEGAL DESCRIPTION: Sewer Easement:

Prepared by undersigned:

A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows: Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 48°23'37" E for 2164.36 feet to the Point of Beginning; thence S.33°54'27" E., a distance of 20.02 feet; thence S 58°37'37" W a distance of 423.37 feet; thence S 56°02'40" W a distance of 924.63 feet; thence N 34°55'15" E a distance of 27.75 feet; thence N 33°57'20" W a distance of 10.00 feet; thence N 56°02'40" E a distance of 899.15 feet; thence N 58°37'37" E a distance of 422.93 feet to the Point of Beginning.

Parcel contains 26572 square feet or 0.62 acres, more or less.

CERTIFICATION:

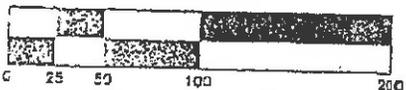
I HEREBY CERTIFY that the attached Legal Description is true and correct to the best of my knowledge and belief; that it meets the minimum technical standards adopted by the Florida Board of Land Surveyors, Chapter 61G17-6, Florida Statute Section 472.027, and the American Land Title Association, and that there are no visible encroachments unless shown hereon.

FREDERICK H. HILDEBRANDT
Professional Land Surveyor & Mapper No. 2749
Professional Engineer No. 36510
State of Florida

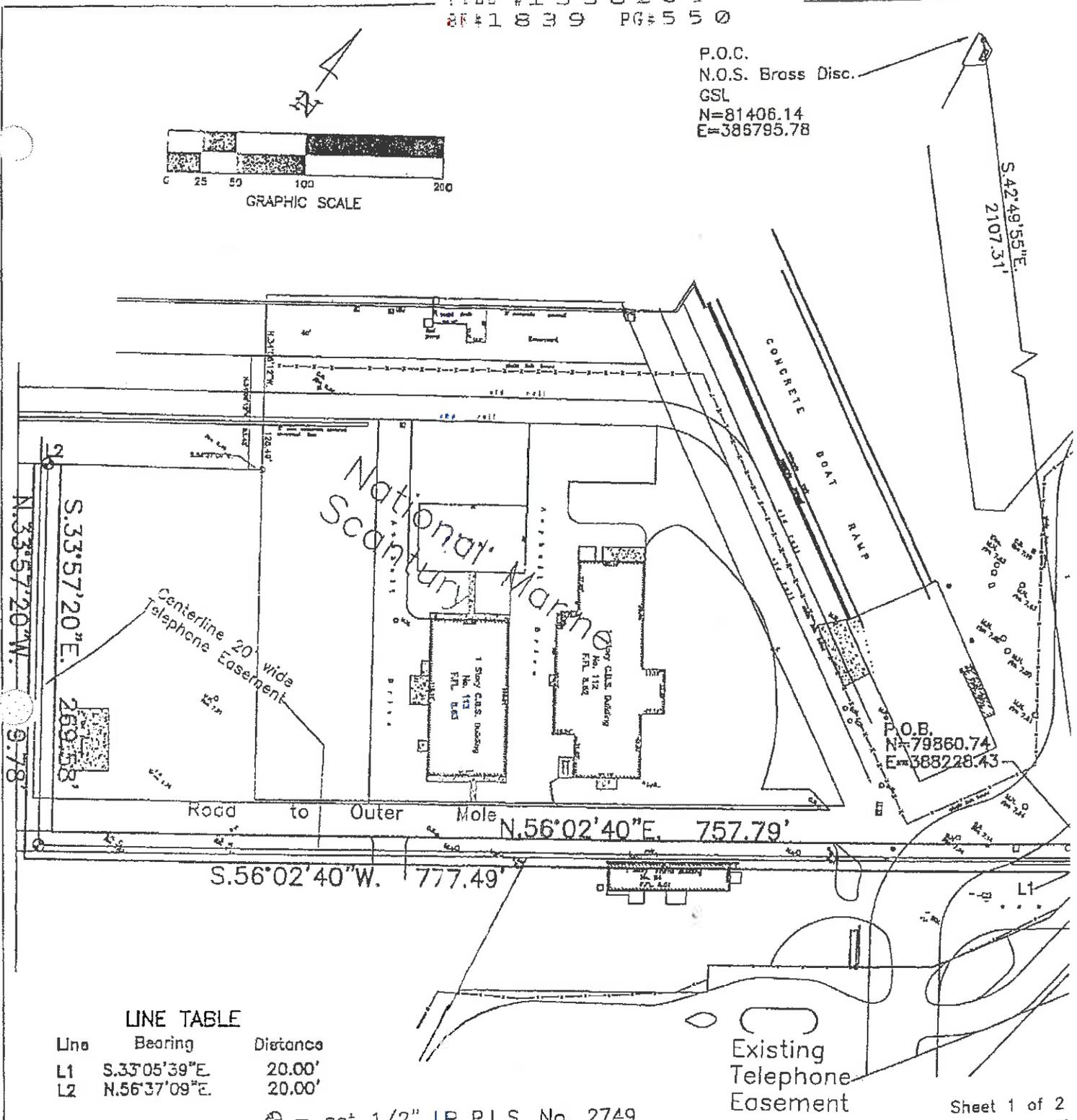
NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

FREDERICK H. HILDEBRANDT ENGINEER PLANNER SURVEYOR		Truman Annex, NAF Key West, Florida	
		Key West, Florida 33040	
3150 Northside Drive Suite 101 Key West, Fl. 33040 (305) 293-0466 Fax: (305) 293-0237		Sewer Easement - 0.62 Ac.	
		REVISIONS AND/OR ADDITIONS	
Scale: 1"=150'		Ref. file	Dwn. No: 02-541
Date: 8/20/02			Dwn. By: F.H.H.
			8/29/02: Correct L.D.

P.O.C.
 N.O.S. Brass Disc.
 GSL
 N=81406.14
 E=386795.78



GRAPHIC SCALE



LINE TABLE

Line	Bearing	Distance
L1	S.33°05'39"E	20.00'
L2	N.56°37'09"E	20.00'

⊙ = set 1/2" I.P., P.L.S. No. 2749

Sheet 1 of 2

FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 Northside Drive
 Suite 101
 Key West, Fla. 33040
 (305) 283-1488
 Fax: (305) 283-1237

Truman Annex, NAF Key West, Florida
 Key West, Florida 33040

Telephone Easement - 0.48 Ac.

REVISIONS AND/OR ADDITIONS

FINAL *Paul Holliday*

Scale: 1"=100'

Town No.: 02-541

Date: 8/20/00

By: F.H.H.

TRUMAN ANNEX
 NAF KEY WEST, FLORIDA
 TELEPHONE EASEMENT
 0.48 Acres

FILE # 1 3 3 8 2 0 4
 BK# 1 8 3 9 PG# 5 5 1

LEGAL DESCRIPTION: Telephone Easement:

Prepared by undersigned:
 A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows: Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 42°49'55" E for 2107.31 feet to the Point of Beginning; thence S.33°05'39" E., a distance of 20.00 feet; thence S.56°02'40" W., a distance of 777.49 feet; thence N 33°57'20" W., a distance of 289.78 feet; thence N.56°37'09"E., a distance of 20.00 feet; thence S 33°57'20" E, a distance of 269.58 feet; thence N 56°02'40" E a distance of 757.79 feet to the Point of Beginning.
 Parcel contains 20,946.34 square feet or 0.48 acres, more or less.

CERTIFICATION:

I HEREBY CERTIFY that the attached Legal Description is true and correct to the best of my knowledge and belief; that it meets the minimum technical standards adopted by the Florida Board of Land Surveyors, Chapter 61G17-6 Florida Statute Section 472.027, and the American Land Title Association, and that there are no visible encroachments unless shown hereon.

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

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

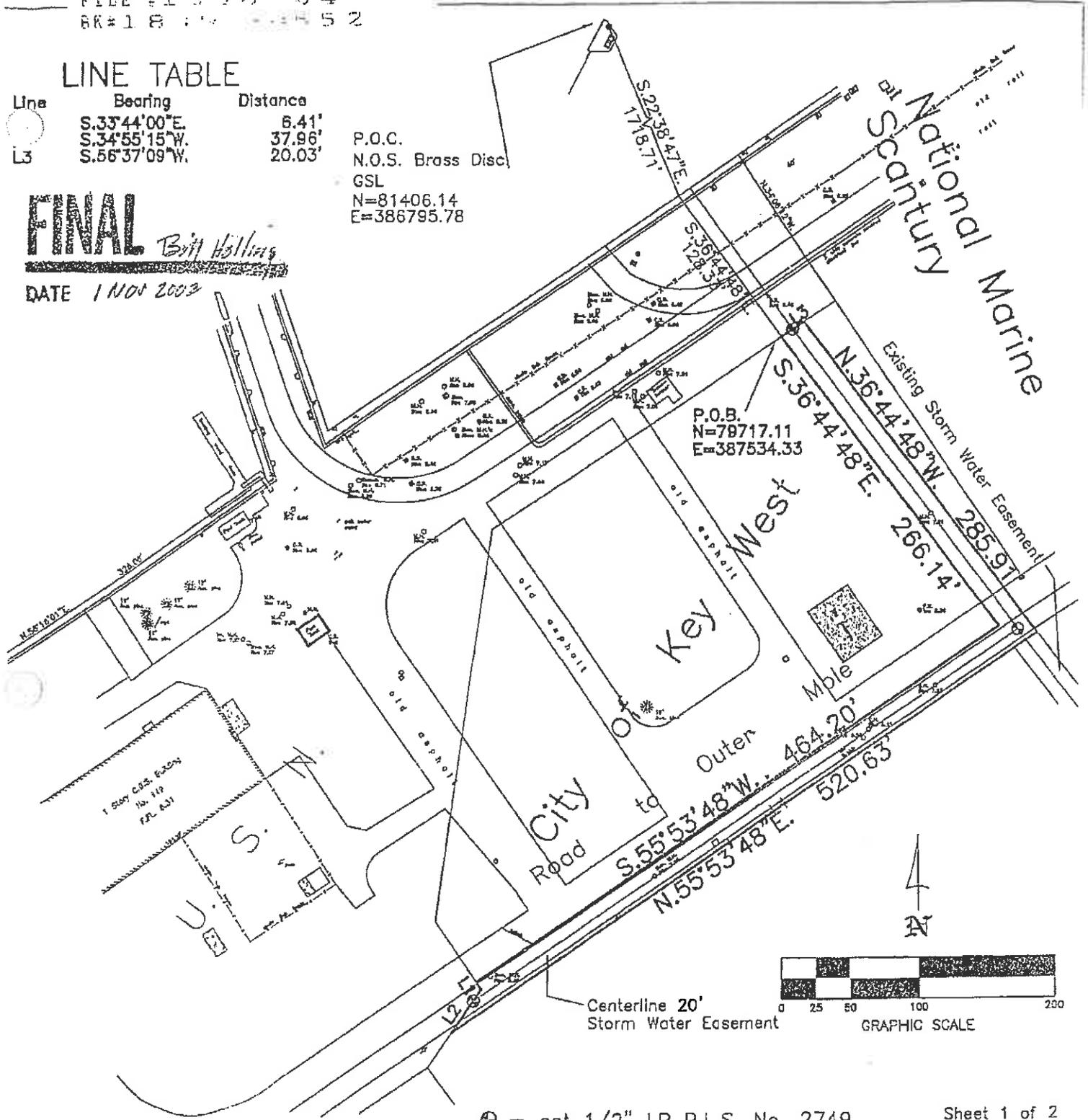
FREDERICK H. HILDEBRANDT ENGINEER PLANNER SURVEYOR 3150 Sandhills Drive Suite 101 Key West, FL 33040 Phone: (305) 291-1137 Fax: (305) 291-1137	Truman Annex, NAF Key West, Florida Key West, Florida 33040
	Telephone Easement - 0.48 Ac.
Scale: 1"=100' Date: 4/20/02	REVISIONS AND/OR ADDITIONS
Job No: 02-541 Drawn by: F.H.H.	

LINE TABLE

Line	Bearing	Distance	
L3	S.33°44'00"E.	6.41'	P.O.C. N.O.S. Brass Disc GSL N=81406.14 E=386795.78
	S.34°55'15"W.	37.96'	
	S.56°37'09"W.	20.03'	

FINAL *Bill Hollins*

DATE 1 NOV 2002



⊕ = set 1/2" I.P., P.L.S. No. 2749 Sheet 1 of 2

FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 Northside Drive
 Suite 10
 Key West, FL 33040
 (305) 293-1111
 Fax: (305) 293-1007

Scale: 1" = 100'

Truman Annex, NAF Key West, Florida
 Key West, Florida 33040

Storm Water Easement 1 -- 0.35 Ac.

REVISIONS AND/OR ADDITIONS

8/29/02: Correct L.D.
 9/4/02: Revise L.D.

TRUMAN ANNEX
 NAF KEY WEST, FLORIDA
 STORM WATER EASEMENT 1
 0.35 Acres

FILE # 1338204
 BK# 1839 PG# 553

LEGAL DESCRIPTION: Storm Water Easement1:

Prepared by undersigned:

A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows; Commence at the National Ocean Survey Triangulation Station GSI, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 22°38'47" E for 1718.71 feet to a point lying 5.00 feet off a concrete seawall; thence S 36°44'48" E for a distance of 128.33 feet to the Point of Beginning; thence continue S.36°44'48"E., a distance of 266.14 feet; thence S.55°53'48" W., a distance of 464.20 feet; thence S 33°44'00" E., a distance of 6.41 feet; thence S 34°55'15" W, a distance of 37.96 feet; thence N.55°53'48" E., a distance of 520.63 feet; thence N 36°44'48" W a distance of 285.91 feet; thence S 56°37'09" W a distance of 20.03 feet to the Point of Beginning.

Parcel contains 15255 square feet or 0.35 acres, more or less.

Sheet 2 of 2

FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 Normade Drive
 Suite 101
 Key West, FL 33040
 (305) 393-1100
 Fax: (305) 393-0037

Truman Annex, NAF Key West, Florida
 Key West, Florida 33040

Storm Water Easement 1 - 0.35 Ac.

REVISIONS AND/OR ADDITIONS

8/29/02: Correct L.D.

9/4/02: Revise L.D.

Scale: 1"=100'

PL 02-541

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WAL
Bill Williams
1 Nov 2002

1. correct legal description
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LEGAL DESCRIPTION: Patable Water Easement

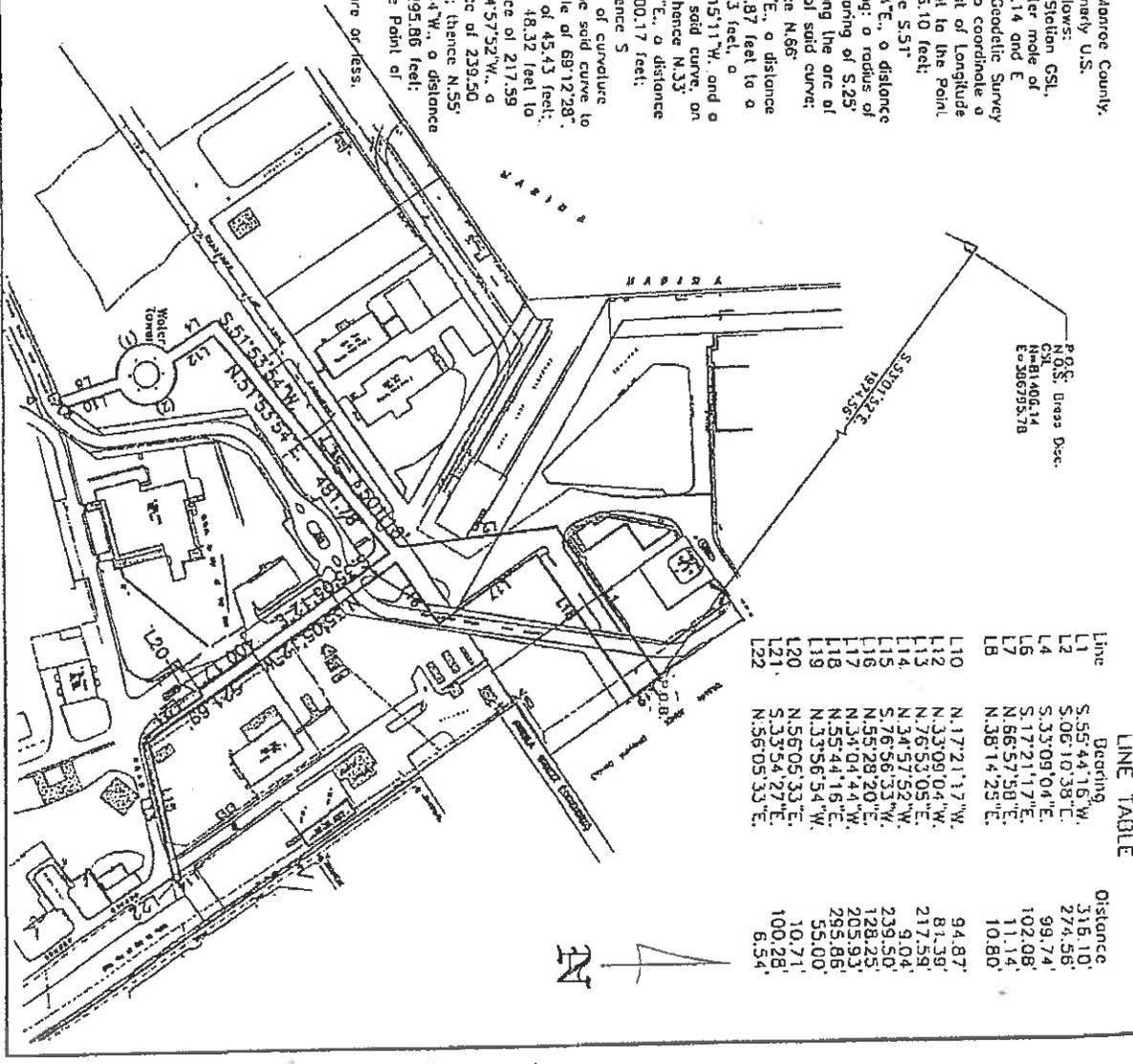
A portion of land located on the island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows: Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81.405.14 and E 386.795.78 (1983/89), based on the U.S. Coast and Geodetic Survey meridian grid coordinate system which has for its zero coordinate point of latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 53°01'52" E for 1974.56 feet to the Point of Beginning; thence S 55°44'16"W, a distance of 316.10 feet; thence S 08°10'38"E, a distance of 274.56 feet; thence S 51°53'54"W, a distance of 501.18 feet; thence S 33°09'04"E, a distance of 99.74 feet to a point on a curve to the left, having: a radius of 52.33 feet, a central angle of 142°10'14", a chord bearing of S 25°15'11"E, and a chord length of 129.85 feet to the end of said curve; thence S 17°21'17"E, a distance of 102.08 feet; thence N 57°58'E, a distance of 11.14 feet; thence N 38°14'25"E, a distance of 10.80 feet; thence N 17°21'17"W, a distance of 94.87 feet to a point on a curve to the left, having: a radius of 52.33 feet, a central angle of 173°45'47", a chord bearing of N 25°15'11"W, and a chord length of 104.51 feet; thence along the arc of said curve, on an arc length of 158.70 feet to the end of said curve; thence N 33°09'04"W, a distance of 81.39 feet; thence N 51°53'54"E, a distance of 401.17 feet; thence S 35°05'33"E, a distance of 100.28 feet to a point of curvature of a curve concave to the Northeast; thence along the said curve to the left, having a radius of 40.00 feet, a central angle of 69°12'28", a chord bearing of S 68°30'41" E and a chord length of 45.43 feet; thence along the arc of said curve, on an arc length of 48.32 feet to the end of said curve; thence N 76°53'05"E, a distance of 217.59 feet; thence N 58°05'33" E for 6.54 feet; thence N 34°57'52"W, a distance of 9.04 feet; thence S 76°56'33"W, a distance of 239.50 feet; thence N 35°05'12"W, a distance of 521.69 feet; thence N 55°28'20"E, a distance of 128.25 feet; thence N 34°04'44"W, a distance of 205.93 feet; thence N 55°44'16"E, a distance of 295.86 feet; thence N 33°58'54"W, a distance of 55.00 feet to the Point of Beginning.

Parcel contains 73601 square feet or 1.69 acres, more or less.

Curve number 1
Radius = 52.33'
Delta = 142°10'14"
Arc = 158.70'
Chord = 104.51'
Chord Brg = 25°15'11"E

Curve number 2
Radius = 52.33'
Delta = 173°45'47"
Arc = 158.70'
Chord = 104.51'
Chord Brg = 25°15'11"E

Curve number 3
Radius = 40.00'
Delta = 69°12'28"
Arc = 48.32'
Chord = 45.43'
Chord Brg = 68°30'41"E



3150 Northside Drive
Suite 101
Key West, FL 33040
(305) 293-4466
Fax: (305) 293-0237

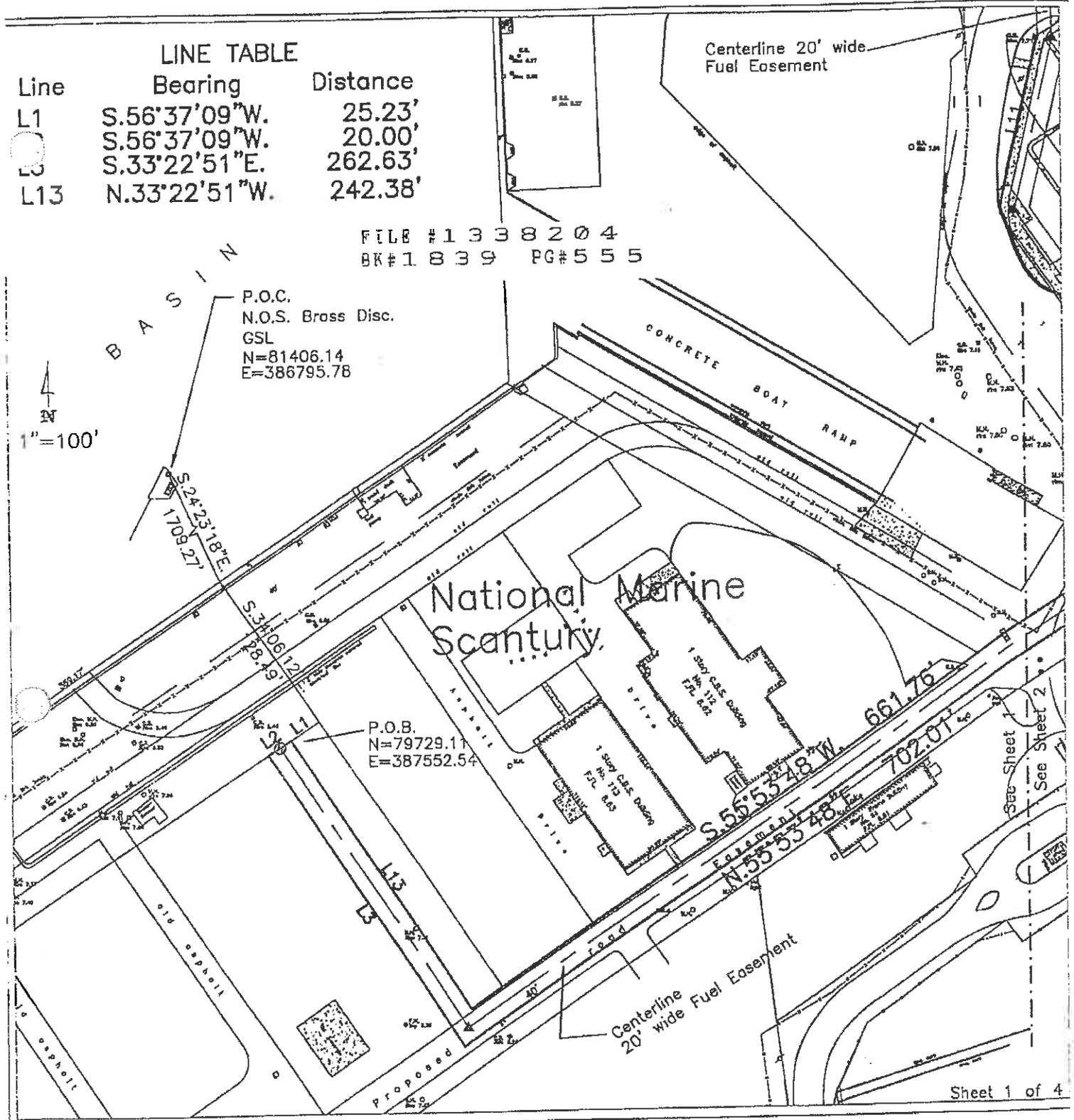
DERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

Line	Bearing	Distance
L1	S.56°37'09"W.	25.23'
L2	S.56°37'09"W.	20.00'
L3	S.33°22'51"E.	262.63'
L13	N.33°22'51"W.	242.38'

FILE # 1 3 3 8 2 0 4
 BK# 1 8 3 9 PG# 5 5 5

P.O.C.
 N.O.S. Brass Disc.
 GSL
 N=81406.14
 E=386795.78

1"=100'



FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 Northside Drive
 Suite 101
 Key West, Fl. 33040
 (305) 293-0466
 Fax. (305) 293-0237

Truman Annex, NAF Key West, Florida
 Key West, Florida 33040

Fuel Line Easement - 1.27 Ac.

REVISIONS AND/OR ADDITIONS

8/29/02: add Line Table

FINAL
Bill Hildebrandt

Scale: 1"=100'

Ref. file

Dwn No.: 02-541

Date: 8/20/02

Dwn. By: F.H.H.

LINE TABLE

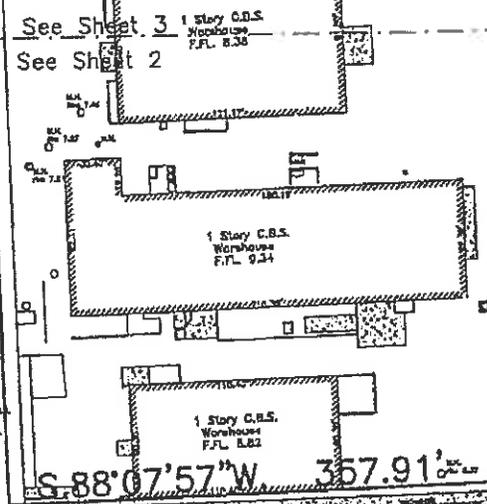
Line	Bearing	Distance
L4	N.34°05'21"W.	270.92'
L5	N.12°00'42"E.	128.56'
L6	N.01°52'03"W.	84.03'
L10	S.01°52'03"E.	61.60'
L11	S.12°00'42"W.	134.64'
L12	S.34°05'21"E.	259.44'

1" = 100'

BEARING TABLE

Bearing	Distance
09"W.	25.23'
09"W.	20.00'
51"E.	262.63'
51"W.	242.38'

PIECE # 1
 BEARING # 1



National Marine
 Scantury

FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 Tompkins Drive
 Suite 101
 Key West, FL 33040
 (305) 232-1228
 Fax: (305) 232-1237

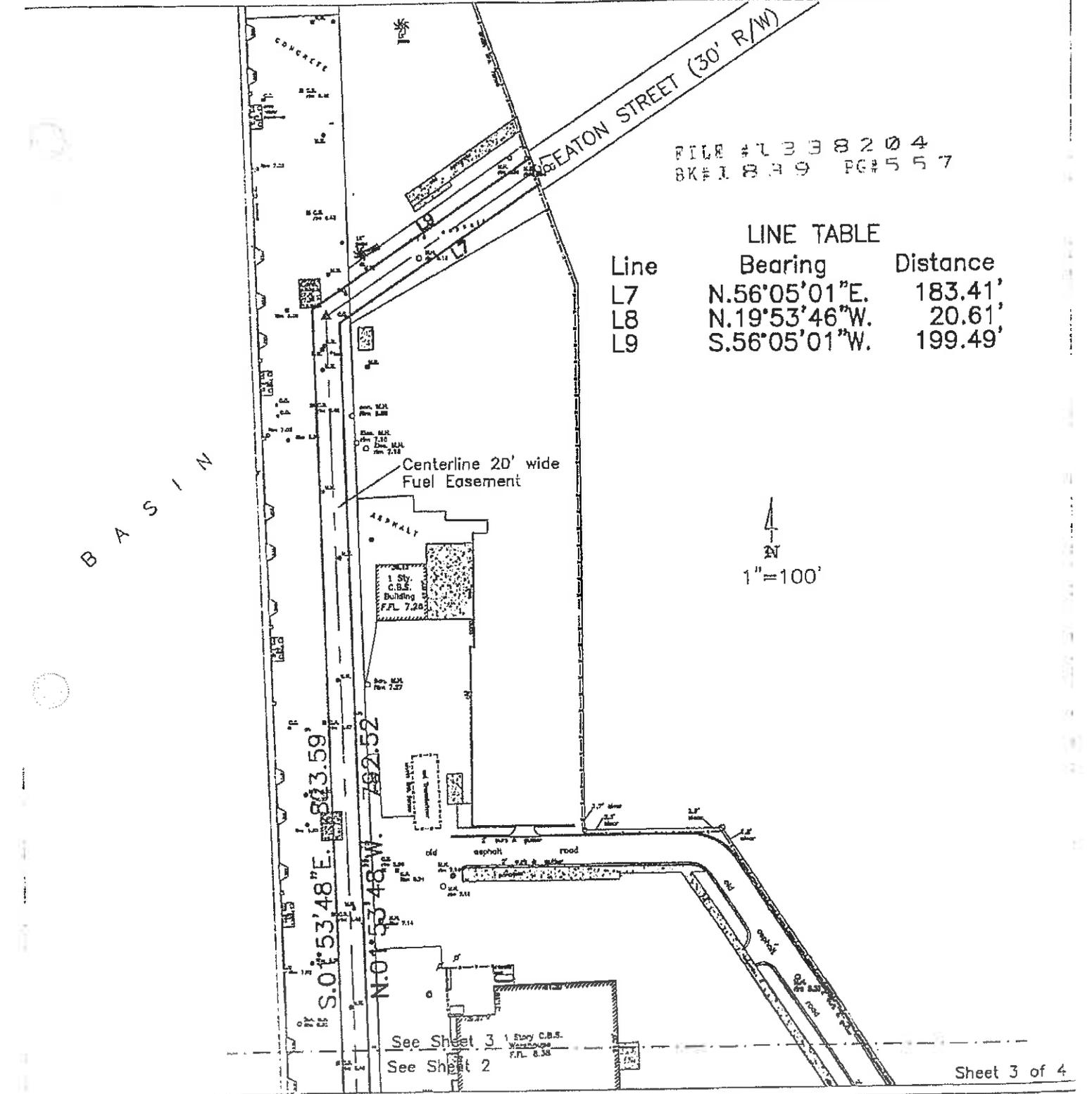
Truman Annex, NAF Key West, Florida
 Key West, Florida 33040

Fuel Line Easement - 1.27 Ac.

REVISIONS AND/OR ADDITIONS

8/29/02: add Line Table

Scale: 1" = 100'
 Date: 8/20/02
 Job No: 02-541
 By: F.H.H.



FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 Northside Drive
 Suite 101
 Key West, FL 33040
 (305) 292-1000
 Fax: (305) 292-1001

Truman Annex, NAF Key West, Florida
 Key West, Florida 33040

Fuel Line Easement ~ 1.27 Ac.

REVISIONS AND/OR ADDITIONS

8/29/02: add Line Table

Scale: 1" = 100'

Date: 8/26/02

02-541

F.H.H.

TRUMAN ANNEX
NAF KEY WEST, FLORIDA
FUEL LINE EASEMENT

FILE # 1338204
BK# 1839 PG# 558

1.27 Acres LEGAL DESCRIPTION: Fuel Line:

Prepared by undersigned:

A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows; Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 24°23'18" E for a distance of 1709.27 feet to a point lying 5.00 feet waterward of a concrete seawall; thence S 34°06'12" E for a distance of 128.49 feet; thence S.56°37'09"W., a distance of 25.23 feet to the Point of Beginning; thence S.56°37'09"W., a distance of 20.00 feet; thence S.33°22'51"E., a distance of 262.63 feet; thence N.55°53'48"E., a distance of 702.01 feet; thence N.34°05'21"W., a distance of 270.92 feet; thence N.12°00'42"E., a distance of 128.56 feet; thence N.01°52'03"W., a distance of 84.03 feet; thence S.88°07'57"W., a distance of 357.91 feet; thence N.01°53'48"W., a distance of 792.52 feet; thence N.56°05'01"E., a distance of 183.41 feet to the Southwesterly Right-of-Way Line of Eaton Street; thence N.19°53'46"W., and along the said Southwesterly Right-of-Way Line of Eaton Street a distance of 20.61 feet; thence S.56°05'01"W., and leaving the said Southwesterly Right-of-Way line of Eaton Street a distance of 199.49 feet; thence S.01°53'48"E., a distance of 823.59 feet; thence N.88°07'57"E., a distance of 357.90 feet; thence S.01°52'03"E., a distance of 61.60 feet; thence S.12°00'42"W., a distance of 134.64 feet; thence S.34°05'21"E., a distance of 259.44 feet; thence S.55°53'48"W., a distance of 661.76 feet; thence N.33°22'51"W., a distance of 242.38 feet to the Point of Beginning. Parcel contains 55228 square feet or 1.27 acres, more or less.

CERTIFICATION:

I HEREBY CERTIFY that the attached Legal Description is true and correct to the best of my knowledge and belief; that it meets the minimum technical standards adopted by the Florida Board of Land Surveyors, Chapter 61G17-6, Florida Statute Section 477.027, and the American Land Title Association, and that there are no visible encroachments unless shown hereon.

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

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE Sheet - 4 of 4

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3155 Northside Drive
Suite 107
Key West, FL 33040
(305) 392-1133
Fax: (305) 392-1137

Truman Annex, NAF Key West, Florida
Key West, Florida 33040

Fuel Line Easement - 1.27 Ac.

REVISIONS AND/OR ADDITIONS

8/29/02; add Line Table

Scale: 1"=100'

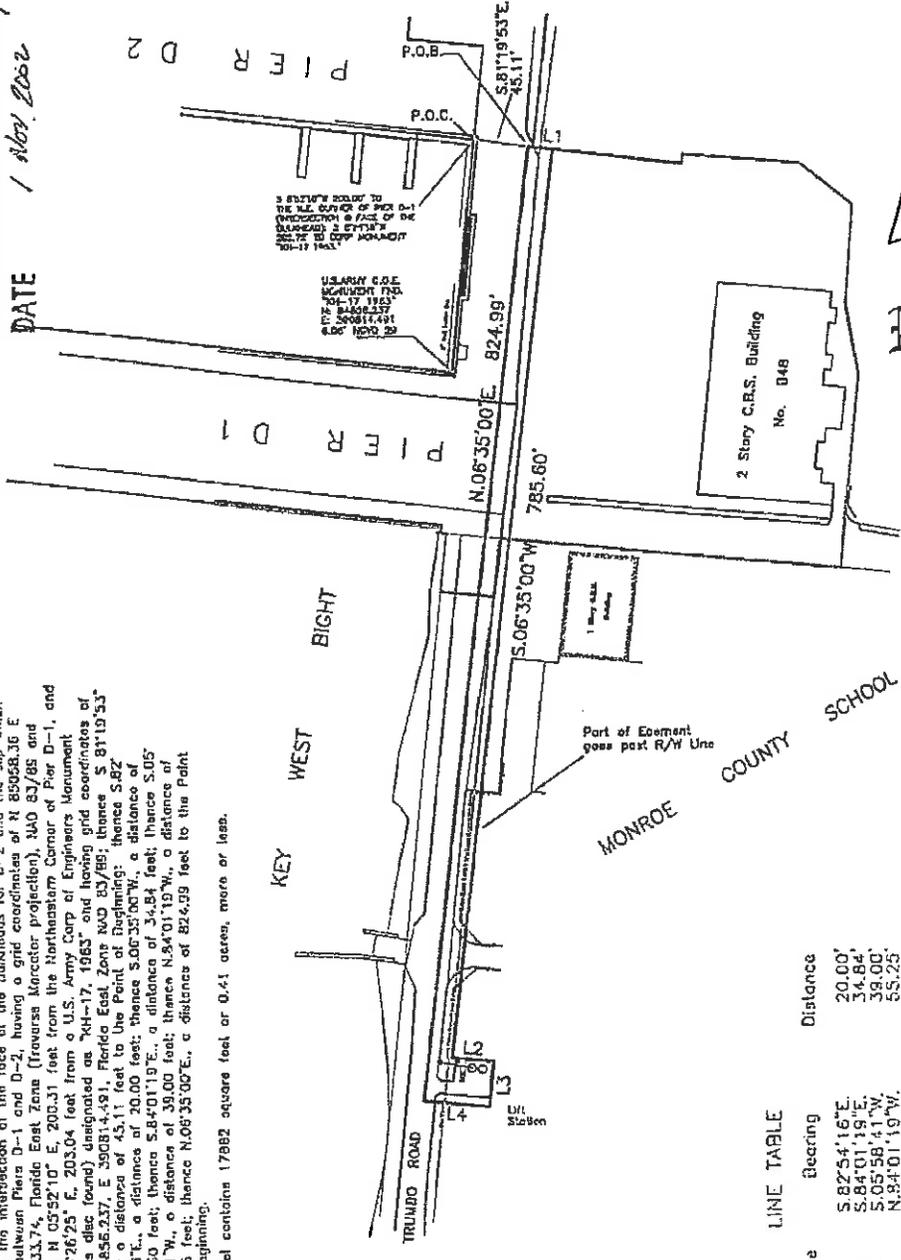
Plan No.: 02-541

Date: 8/20/02

By: F.H.H.

FILE # 1338204
 DP # 039 PG # 559

TRUMBO
 DATE 1 Nov. 2002



LEGAL DESCRIPTION: Sanitary Easement
 Trumbo Fuel Farm
 23 of that tract or parcel of land lying and being in Section 30, Township 67 South, Range 25 East, Key West, Monroe County, Florida and being known as Piers D-1, D-2, & D-3, and adjacent lands, at Trumbo Point, of the United States Key West Naval Base Annex and being more particularly described as follows: Commence at a point which is the Southeastern corner of Pier D-2, being the intersection of the face of the Bulkheads for D-2 and the slip which lies between Piers D-1 and D-2, having a grid coordinate of N 89058.36 E 350833.74, Florida East Zone (Traverse Mercator projection), MAD 83/85 and being N 05°52'10" E, 200.31 feet from the Northeastern Corner of Pier D-1, and being N 05°26'25" E, 203.04 feet from a U.S. Army Corp of Engineers Monument (brass disc found) designated as 744-17, 1963 and having grid coordinates of N 84856.237, E 390814.491, Florida East Zone MAD 83/85; thence S 81°19'53" E for a distance of 43.11 feet to the Point of Beginning; thence S 82° 54'18" E, a distance of 20.00 feet; thence S 06°35'00" W, a distance of 54.18 feet; thence S 84°01'19" E, a distance of 34.84 feet; thence S 05° 58'41" W, a distance of 39.00 feet; thence N 84°01'19" W, a distance of 55.25 feet; thence N 06°35'00" E, a distance of 824.99 feet to the Point of Beginning.
 Parcel contains 17882 square feet or 0.41 acres, more or less.

Line	Bearing	Distance
L1	S 82°54'16" E.	20.00'
L2	S 84°01'19" E.	34.84'
L3	S 05°58'41" W.	39.00'
L4	N 84°01'19" W.	55.25'

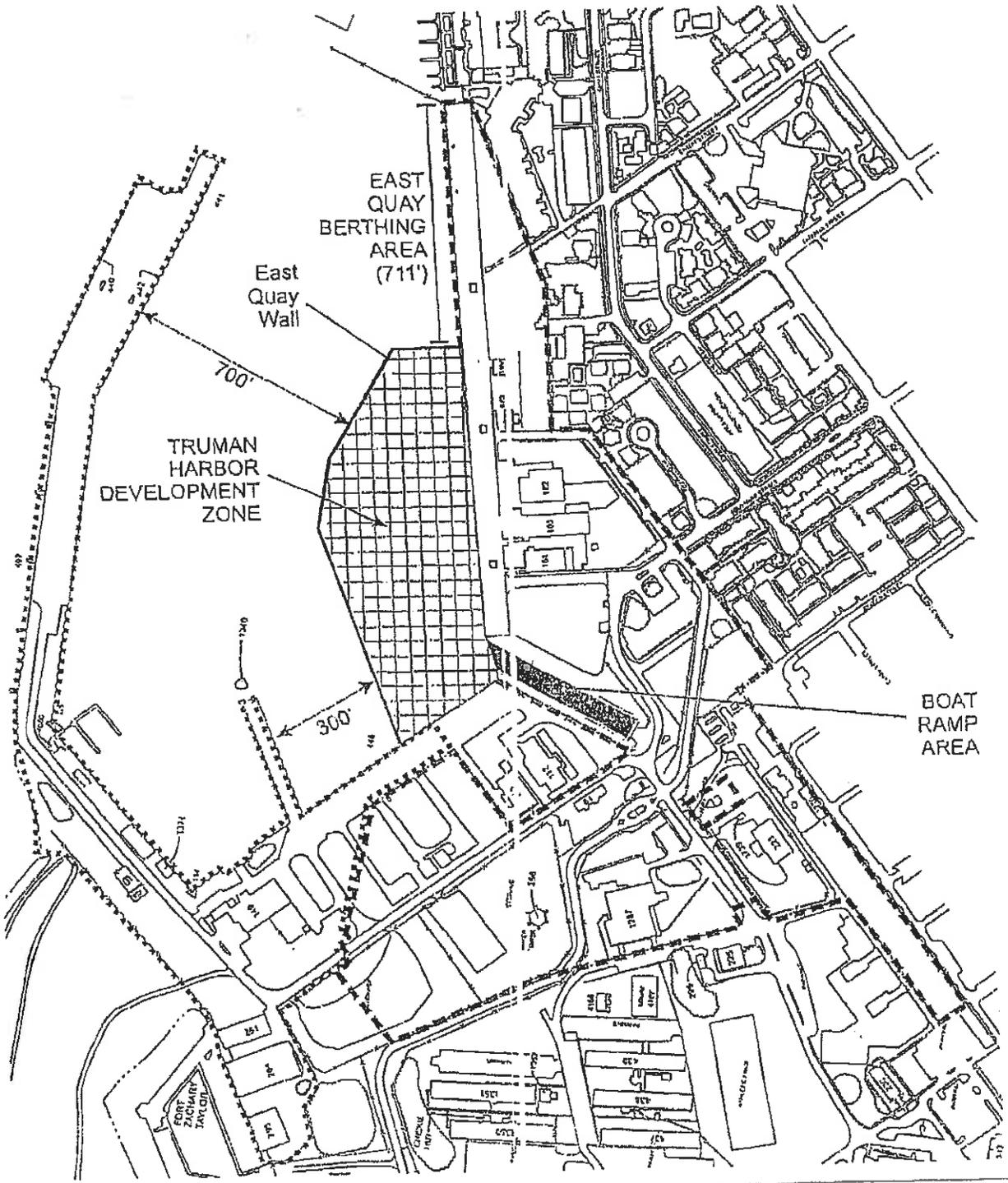
REDUCED SCALE
 U.S.N. KEY WEST, FLORIDA
 Trumbo Point

Sanitary Easement
 Scale: 1"=100'
 Date: 12/17/00
 Dem No.: 00-516-1P

FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 Northdale Drive
 Suite 101
 Key West, FL 33093
 (305) 293-0488
 F.S. (305) 752-0037

FILE # 1338204
BK# 1839 PG# 560



- LEGEND**
-  Proposed Economic Development Conveyance (EDC) Boundary
 -  Area Deferred by Navy for Conveyance
 -  Truman Harbor Development Zone
 -  Boat Ramp Area
 -  East Quay Wall Berthing Area

Exhibit
MEMORANDUM OF AGREEMENT
East Quay Berthing Area, Boat Ramp Area and
Truman Harbor Development Zone

Evlo...

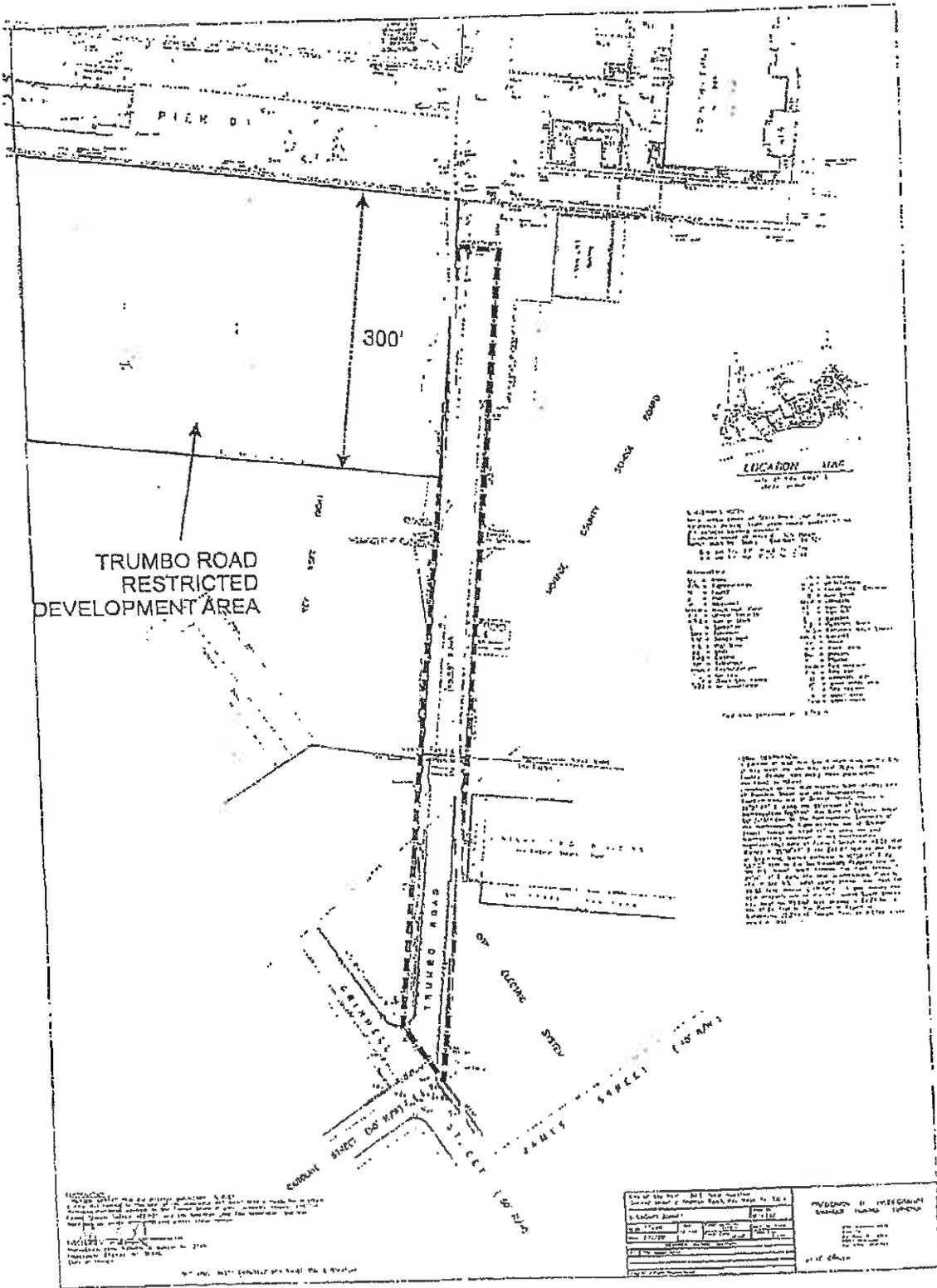


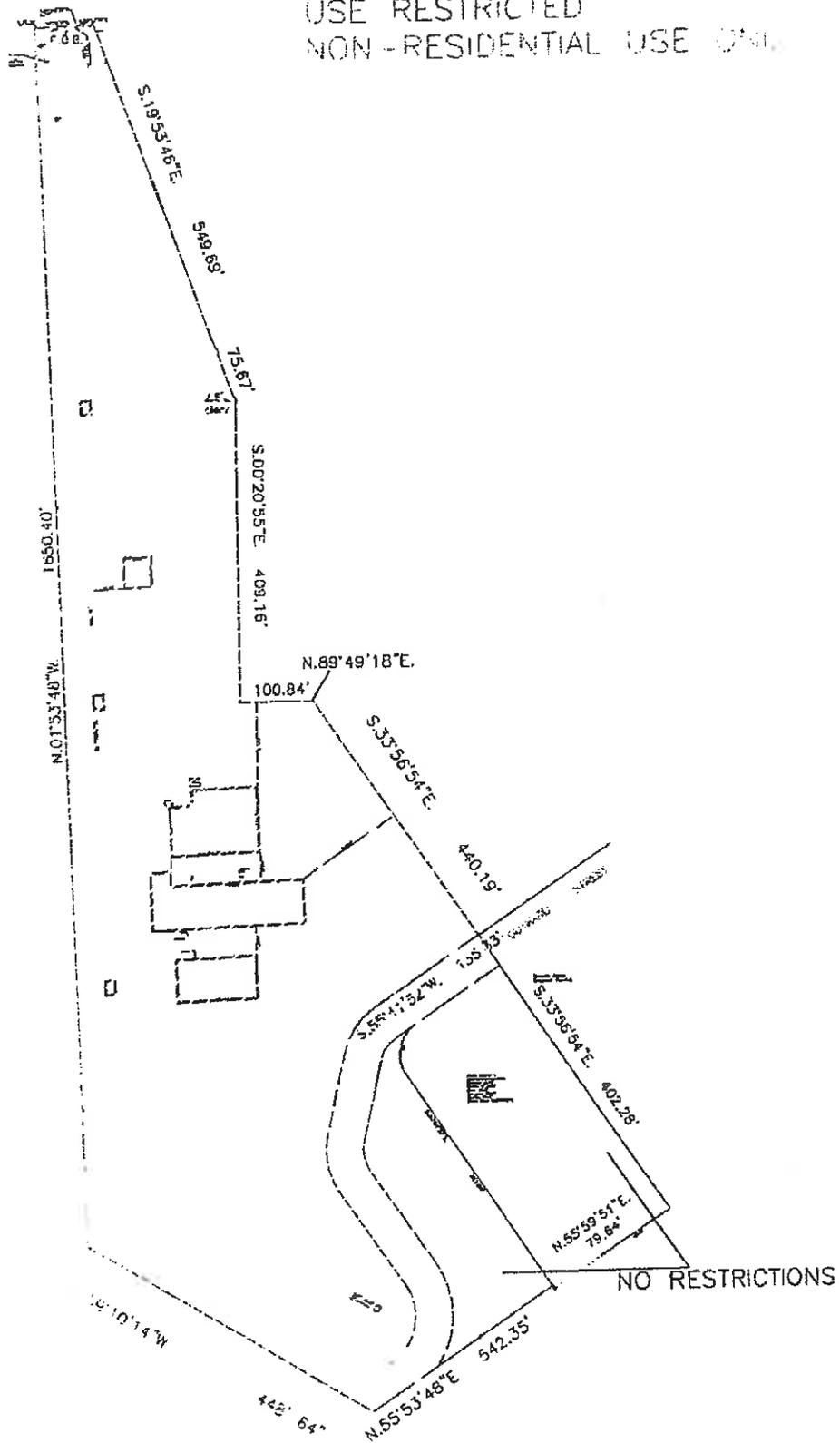
Exhibit
MEMORANDUM OF AGREEMENT
Trumbo Road Restricted Development Area

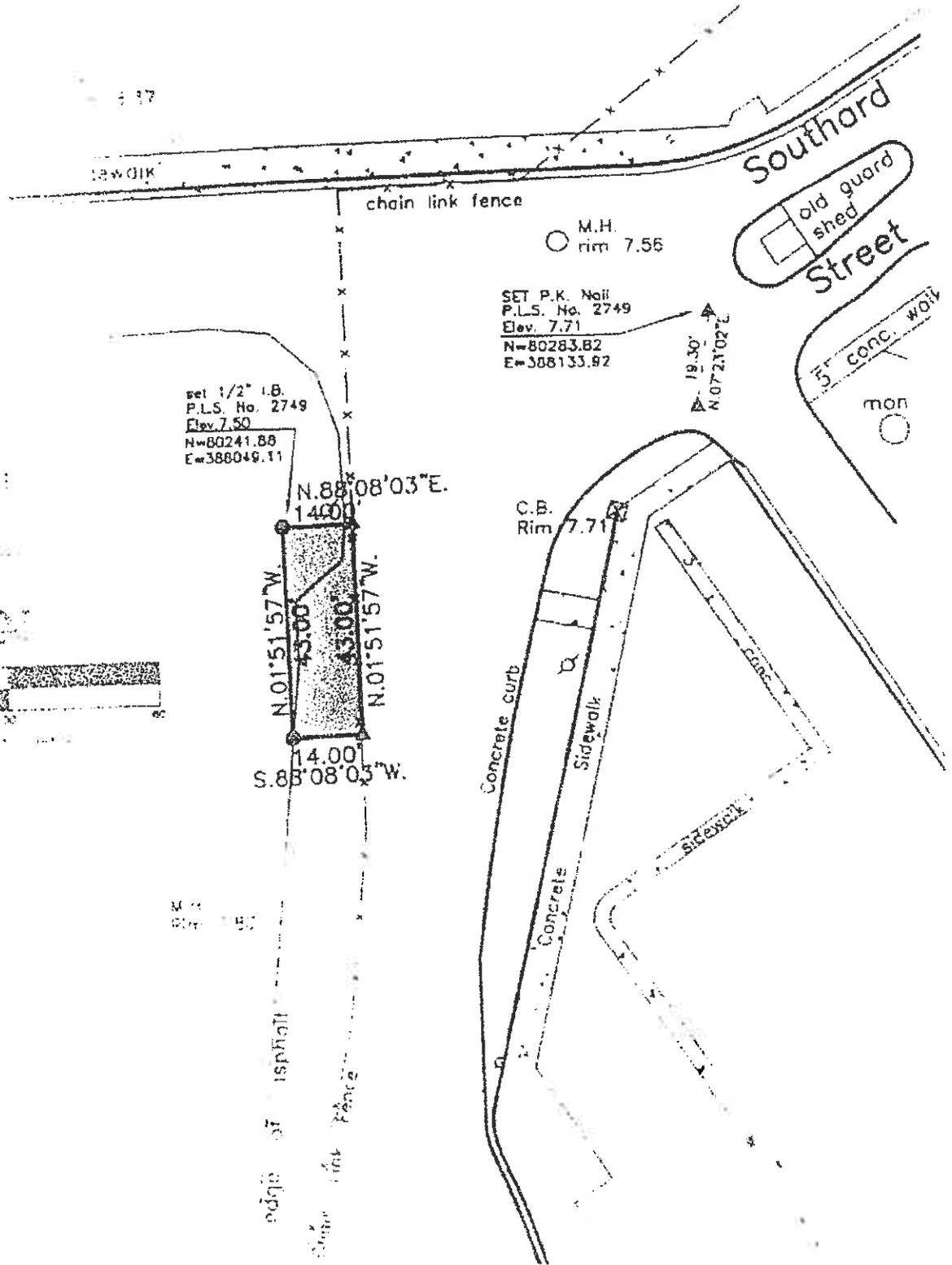
Key West EDC MOA Exhibit G

Development Plan Submission Criteria

Plans shall be prepared by a registered architect or engineer and include: proposed use; proposed lot or building site lines with dimensions, setbacks, parking and landscaped yards; location and floor area size of all existing and proposed buildings; building elevations; and, designation of all dwelling unit types and number of units.

PARCEL E - DARK GREEN
SOIL AND GROUNDWATER
USE RESTRICTED
NON-RESIDENTIAL USE ONLY





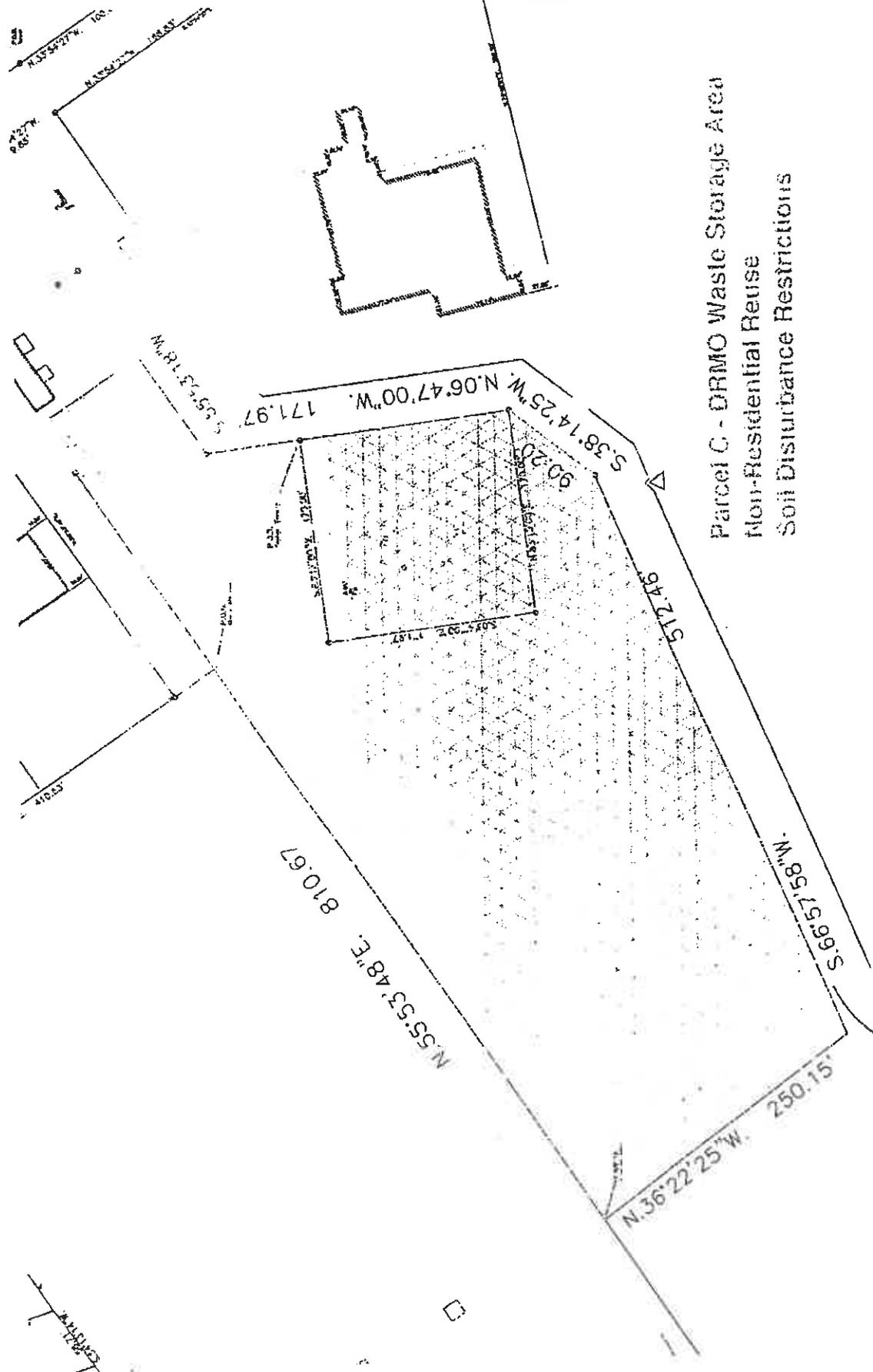
Prepared by
 Frederick
 1150 North
 Bay West
 305-297

N.A.S. Bay West, Florida 661 Anderson Drive Pittsburgh, Pa. 15202	Date: 6/5/00 F.H.H. No. 00-257 Scale: 1"=30' Dwn By: F.H.H.	Tetra Tech, Inc. 661 Anderson Drive Pittsburgh, Pa. 15202
---	--	---

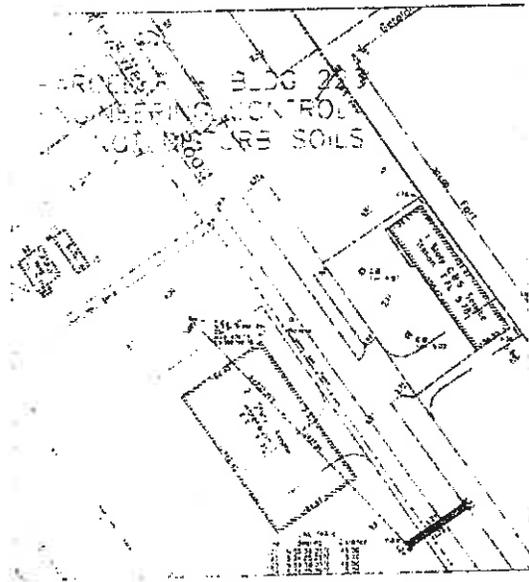
and to refer to the title block
of the plan for the name of the
owner of the land.

DATE: 10/10/00
BY: [Signature]
FOR: [Signature]

Parcel C - DRMO Waste Storage Area
Non-Residential Reuse
Soil Disturbance Restrictions



FILE #1338204
BK#1839 PG#566



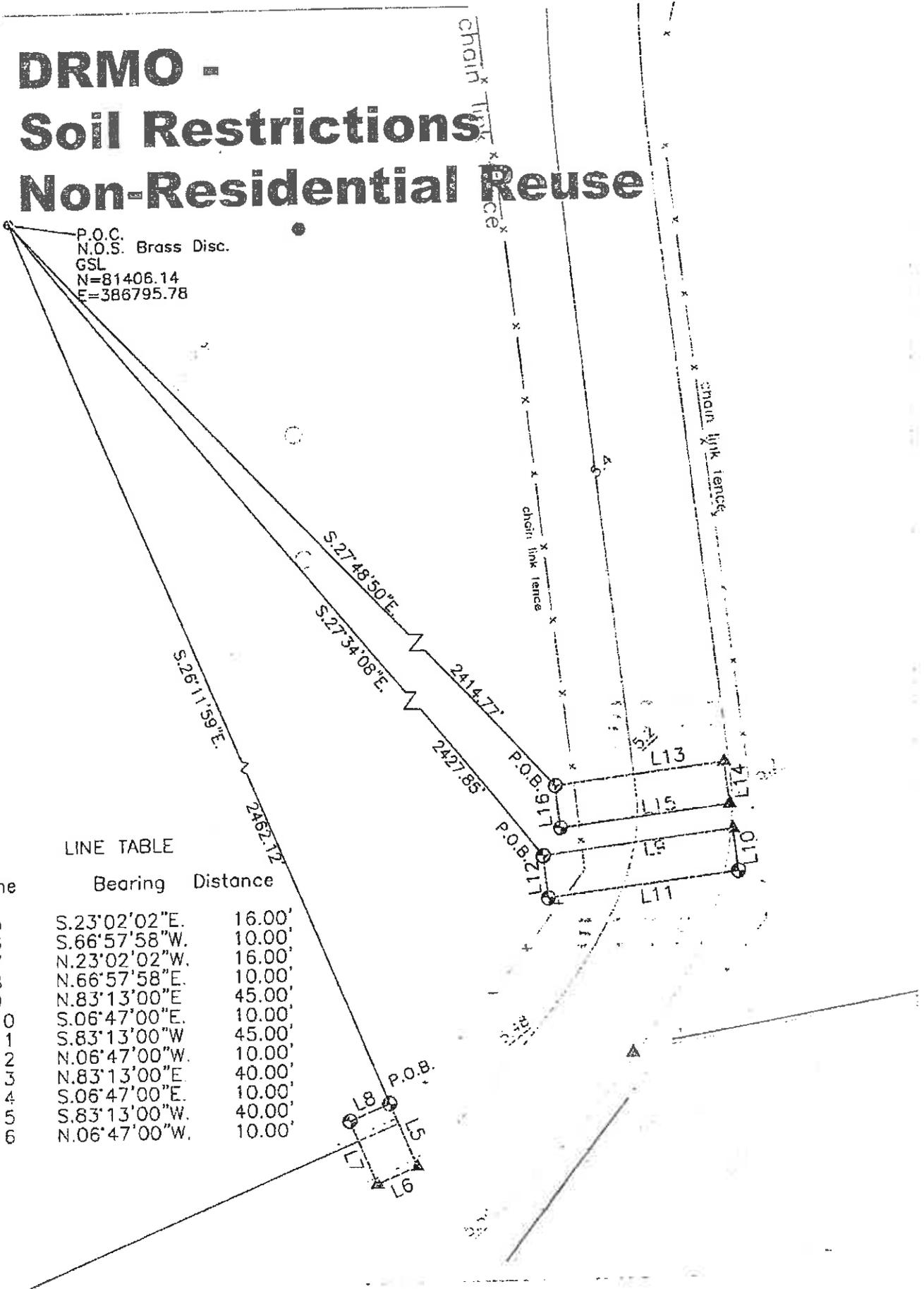
Sia B

DRMO - Soil Restrictions Non-Residential Reuse

P.O.C.
 N.O.S. Brass Disc.
 GSL
 N=81406.14
 E=386795.78

LINE TABLE

Line	Bearing	Distance
L5	S.23°02'02"E.	16.00'
L6	S.66°57'58"W.	10.00'
L7	N.23°02'02"W.	16.00'
L8	N.66°57'58"E.	10.00'
L9	N.83°13'00"E.	45.00'
L10	S.06°47'00"E.	10.00'
L11	S.83°13'00"W.	45.00'
L12	N.06°47'00"W.	10.00'
L13	N.83°13'00"E.	40.00'
L14	S.06°47'00"E.	10.00'
L15	S.83°13'00"W.	40.00'
L16	N.06°47'00"W.	10.00'



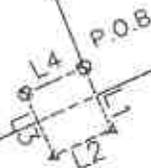
DEPARTMENT OF Engineering Control
 SURVEYING RESTRICTIONS
 NO CONFIDENTIAL REUSE

P.O.C.
 N.O.S. Brass Disc.
 GSI
 N=81406.14
 E=386795.78

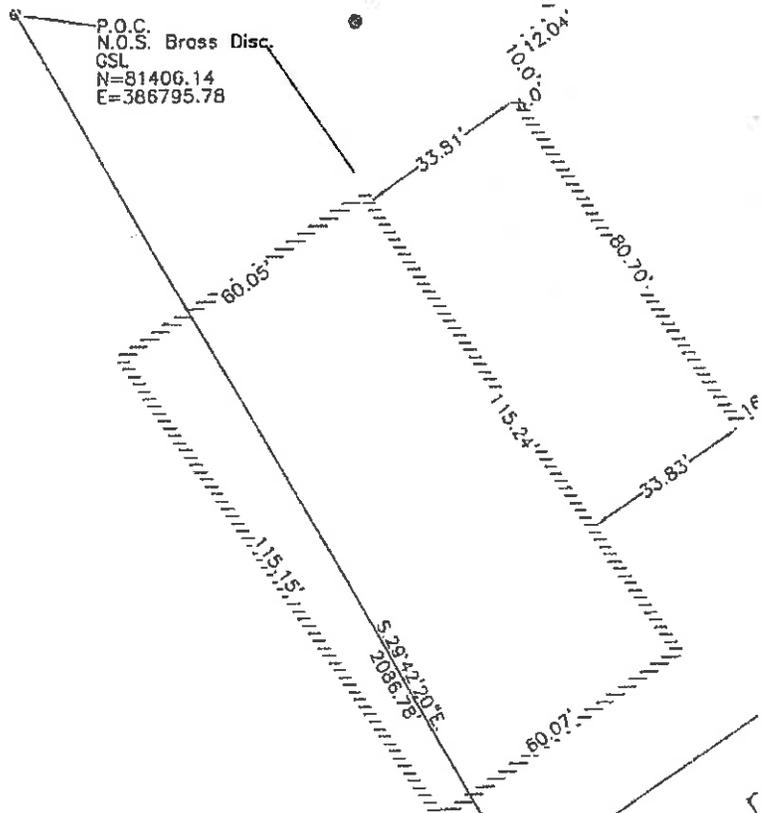
S 20°52'49"E
 2460.10

LINE TABLE

Line	Bearing	Distance
L1	S 20°52'49"E	11.00'
L2	S 20°52'49"W	10.00'
L3	S 20°52'49"W	11.00'
L4	S 20°52'49"E	10.00'

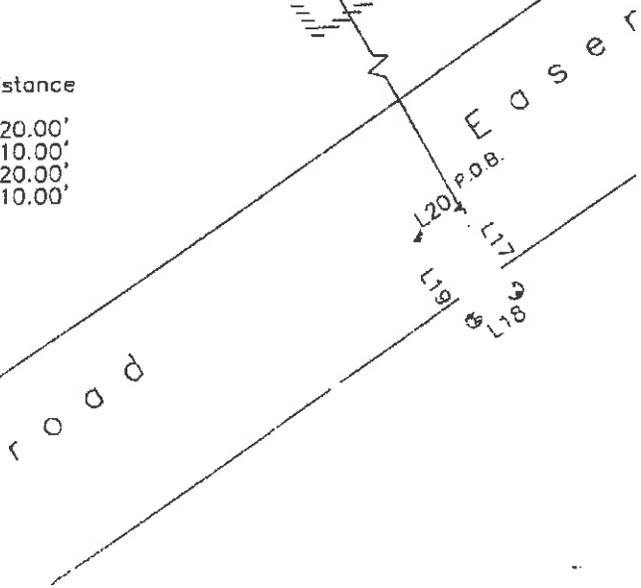


DRM Engineering Control
 So: Restrictions
 Non: Confidential Reuse



LINE TABLE

Line	Bearing	Distance
L17	S.34°06'12"E.	20.00'
L18	S.55°53'48"W.	10.00'
L19	N.34°06'12"W.	20.00'
L20	N.55°53'48"E.	10.00'



LEGAL DESCRIPTION: Site A

Prepared by undersigned:
A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:

Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 29°42'20" E., a distance of 2086.78 feet to the Point of Beginning, thence S 34°06'12" E for a distance of 20.00 feet; thence S 55°53'48" W for a distance of 10.00 feet; thence N 34°06'12" W for a distance of 20.00 feet; thence N 55°53'48" E for a distance of 10.00 feet to the Point of Beginning.
Containing 200 square feet.

LEGAL DESCRIPTION: Site B

Prepared by undersigned:
A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:

Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 42°37'35" E., a distance of 2637.96 feet to the Point of Beginning, thence N 55°36'25" E for a distance of 46.00 feet; thence S 34°25'29" E for a distance of 5.00 feet; thence S 55°36'25" W for a distance of 46.00 feet; thence N 34°25'29" W for a distance of 5.00 feet to the Point of Beginning.
Containing 230 square feet.

LEGAL DESCRIPTION: Site C

Prepared by undersigned:
A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:

Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 27°46'50" E., a distance of 2414.77 feet to the Point of Beginning, thence N 83°13'00" E for a distance of 40.00 feet; thence S 06°47'00" E for a distance of 10.00 feet; thence S 83°13'00" W for a distance of 40.00 feet; thence N 06°47'00" E for a distance of 10.00 feet to the Point of Beginning.
Containing 400 square feet.

LEGAL DESCRIPTION: Site D

Prepared by undersigned:

A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:

Commence at the National Ocean Survey Triangulation Station GSL being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 27°34'08" E., a distance of 2427.85 feet to the Point of Beginning, thence N 83°13'00" E for a distance of 45.00 feet; thence S 06°47'00" E for a distance of 10.00 feet; thence S 83°13'00" W for a distance of 45.00 feet; thence N 06°47'00" E for a distance of 10.00 feet to the Point of Beginning.
Containing 450 square feet.

LEGAL DESCRIPTION: Site E

Prepared by undersigned:

A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:

Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 26°11'59" E., a distance of 2462.12 feet to the Point of Beginning, thence S 23°02'02" E for a distance of 16.00 feet; thence S 66°57'58" W for a distance of 10.00 feet; thence N 23°02'02" W for a distance of 16.00 feet; thence N 66°57'58" E for a distance of 10.00 feet to the Point of Beginning.
Containing 160 square feet.

LEGAL DESCRIPTION: Site F

Prepared by undersigned:

A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:

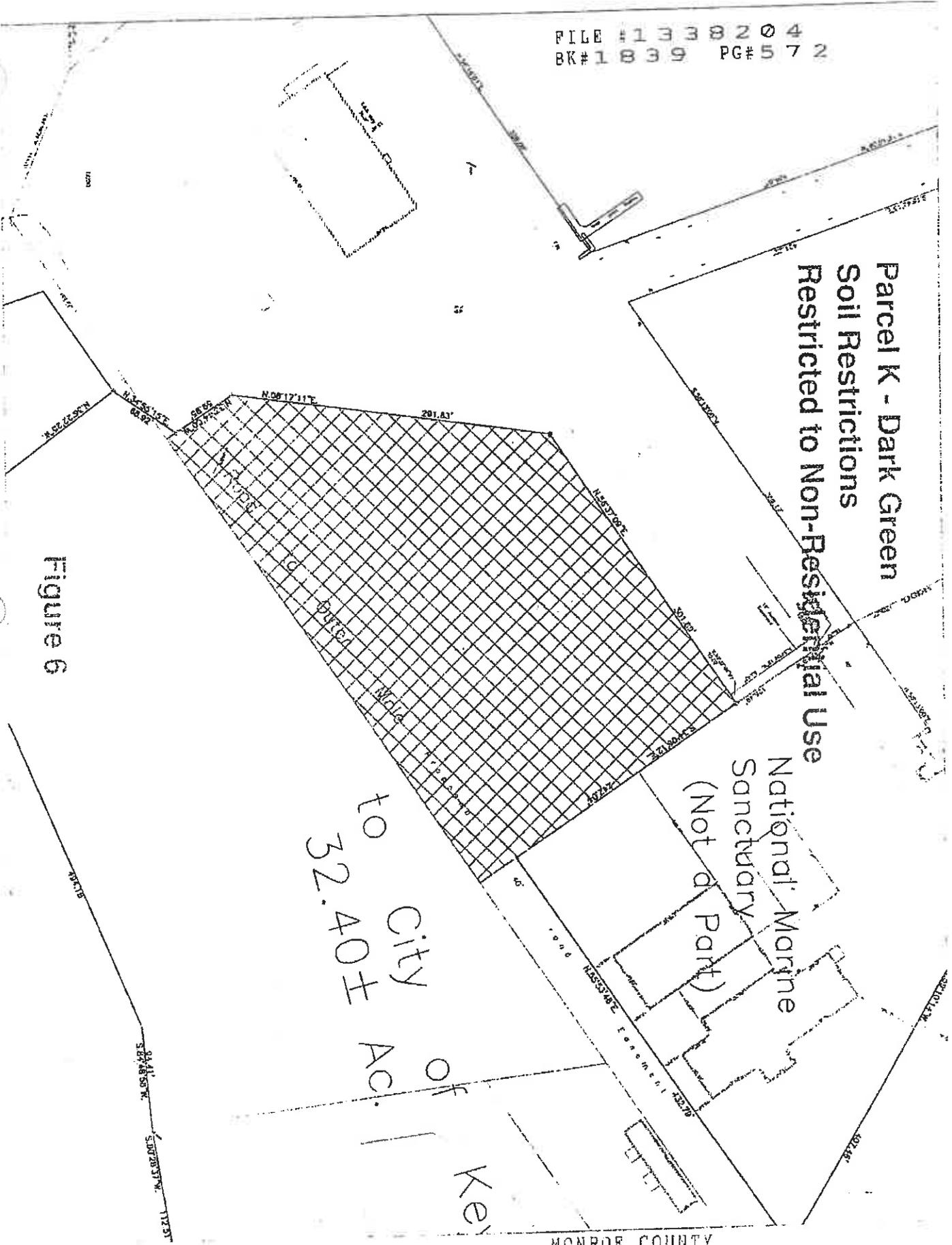
Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 20°52'49" E., a distance of 2460.10 feet to the Point of Beginning, thence S 23°02'02" E for a distance of 11.00 feet; thence S 66°57'58" W for a distance of 10.00 feet; thence N 23°02'02" W for a distance of 11.00 feet; thence N 66°57'58" E for a distance of 10.00 feet to the Point of Beginning.
Containing 110 square feet.

Parcel K - Dark Green
Soil Restrictions
Restricted to Non-Residential Use

National Marine
Sanctuary
(Not a Part)

City of Ken
to 32.40± Ac.

Figure 6



City of Key West
Execution Version
11/19/02

RECORDING REQUESTED BY:

William Bowen, Esq.
State of Florida Department of Environmental Protection

MONROE COUNTY
OFFICIAL RECORDS

FILE # 1 3 3 8 2 0 5
BK# 1 8 3 9 PG# 5 7 3

RCD Dec 09 2002 09:42AM
DANNY L KOLHAGE, CLERK

WHEN RECORDED, MAIL TO:

Mr. Jorge Caspary
State of Florida Department of Environmental Protection
2600 Blairstone Road, MS-4535
Tallahassee, FL 32399

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

1
2
3
4
5 This covenant is made by the City of Key West, Florida, a public body created under the
6 laws of the State of Florida (the "Covenantor"), the owner of certain property situated in Monroe
7 County, Florida, described in Exhibit A, attached hereto and incorporated by this reference (the
8 "Property") for the benefit of the State of Florida, Department of Environmental Protection
9 (the "FDEP").

10
11 WHEREAS, the FDEP's concurrence in the execution of a Finding of Suitability to
12 Transfer ("FOST") by the United States for the Property is conditioned on the satisfaction of
13 certain covenants, terms, reservations, conditions, restrictions, and easements to run with the
14 land in perpetuity, unless otherwise released; and

15
16 WHEREAS, this covenant satisfies a contingency specified by the State of Florida for
17 giving its concurrence in the FOST.

18
19 NOW THEREFORE, by the acceptance and recording of this instrument in the public
20 records of Monroe County, Florida, Covenantor, for itself, its successors and assigns, agrees to
21 comply with the terms of this covenant.

22
23 Notice of Environmental Condition: For each hazardous substance stored by the Navy on
24 the Property for one (1) year or more, or known to have been released or disposed of on the
25 Property, Exhibit "B", attached hereto and made a part hereof, provides notice of the type and
26 quantity of such hazardous substances at the time at which such storage, release or disposal took
27 place to the extent such information is available on the basis of a complete search of agency files

COVENANT TO RESTRICT USE OF PROPERTY - ENVIRONMENTAL RESTRICTION
Page 2

1 by the Department of the Navy, and of all response actions taken to date to address such
2 hazardous substances. The information contained in this Notice is required under 42 U.S.C. §
3 9620(h)(3)(A)

4
5 Pursuant to Chapters 376 and 403, Florida Statutes, the FDEP has determined that this
6 covenant is reasonably necessary to protect present and future human health or safety or the
7 environment as a result of the presence on the property of hazardous materials. Contamination
8 exists in excess of the Florida Department of Environmental Protection residential cleanup target
9 levels (chapter 62-777, F.A.C.); therefore, Covenantor, its successors and assigns, hereby agrees
10 to the following use restrictions ("Land Use Controls") on certain portions of the Property
11 ("Restricted Use Areas"), as described in Exhibit "C", attached hereto and made a part hereof, in
12 perpetuity, for the benefit of FDEP:

13
14 1. Covenantor shall not tamper with or damage groundwater monitoring and/or soil
15 monitoring and/or remediation systems (including pumps, wells, piping, utilities and associated
16 appurtenances) installed by the United States on the Restricted Use Areas.

17
18 2. Covenantor shall not install wells or extract groundwater on that portion of the
19 Restricted Use Areas known as Parcel E. Construction related groundwater dewatering
20 conducted in accordance with applicable State regulations is specifically authorized.

21
22 3. Covenantor shall not hinder or prevent the United States from constructing,
23 upgrading, operating, maintaining and monitoring any groundwater and/or soil treatment
24 facilities and/or groundwater monitoring network or engage in any activity that will disrupt or
25 hinder further remedial investigation, response actions or oversight activities on the Restricted
26 Use Areas.

27
28 4. Covenantor shall not permit residential or agricultural use on the Restricted Use
29 Areas, including, but not limited to, housing, child care and pre-school facilities, and recreational
30 camping or playgrounds.

31
32 5. Covenantor shall comply with the provisions of any health and safety plan put
33 into effect by the United States in connection with any ongoing or future environmental
34 investigative and/or remedial activities to be undertaken by the United States on the Restricted
35 Use Areas

36
37 6. Covenantor shall perform annual inspections of the Property to ensure that all
38 Land Use Controls are being complied with. Within 45 days of each such inspection,
39 Covenantor shall provide a written report to FDEP certifying such compliance for as long as
40 such Land Use Controls are required at the identified sites. The written report shall be sent as
41 described in the paragraph on "Written Notice" below.

COVENANT TO RESTRICT USE OF PROPERTY - ENVIRONMENTAL RESTRICTION
Page 3.

1 Right of Access: Covenantor, its successors and assigns, grants to FDEP reasonable and
2 appropriate rights of access to the Property described herein when remedial action, response
3 action, or corrective action is found to be necessary in accordance with applicable Federal, State
4 and local environmental laws. In non-emergency circumstances, FDEP shall give Covenantor,
5 its successors and assigns, reasonable prior written notice of its intention to enter the Property for
6 the purposes set forth herein and shall cooperate with Covenantor, its successors or assigns, to
7 the maximum extent practicable, with respect to the timing and manner of such entry, unless
8 such entry is required to remedy an emergency situation or prevent the imminent endangerment
9 of human health, in which event no prior notice shall be required. These access rights are in
10 addition to those granted to Federal, State, and local authorities under applicable environmental
11 laws and regulations. Covenantor agrees to comply with activities of the FDEP in furtherance of
12 these covenants and will take no action to interfere with future necessary remedial and
13 investigative actions of the FDEP.

14
15 The Parties agree to cooperate in good faith to minimize any conflict between necessary
16 environmental investigation and remediation activities and operations of Covenantor, its
17 successors and assigns, and of any lessee or any sublessee of the Property. Any inspection,
18 survey, investigation, or other response or remedial action will, to the extent practicable, be
19 coordinated with representatives designated by Covenantor or its successors and assigns. The
20 right of access described herein shall include the right to conduct tests, investigations and
21 surveys, including, where necessary, drilling, digging test pits, boring, and other similar
22 activities. Such rights shall also include the right to construct, operate, maintain, or undertake
23 any other response, corrective or remedial action as required or necessary, including, but not
24 limited to, monitoring wells, pumping wells, and treatment facilities. Covenantor, on behalf of
25 its successors and assigns, agrees to comply with FDEP in furtherance of these covenants.

26
27 Written Notice: Covenantor agrees that it shall provide written notice to the FDEP of any
28 subsequent sale, assignment or lease of the Restricted Use Areas, or any portion thereof, and
29 provide contact information concerning the new owner or occupant. The written notice must be
30 received by FDEP at least 30 days subsequent to such sale, assignment or lease and will be
31 mailed to.

32
33 Florida Department of Environmental Protection
34 Federal Facilities Coordinator (Eric S. Nuzie)
35 2600 Blairstone Road, MS 4535
36 Tallahassee, FL 32399

37
38 Restrictions to Run With the Land: This covenant sets forth restrictions that shall be
39 binding upon all successive owners (and all parties claiming by, through and under the owners)
40 of the Property and shall run with the title to the Property and remain in full force and effect in
41 perpetuity or until amended or released by FDEP. FDEP shall have the authority to enforce the

COVENANT TO RESTRICT USE OF PROPERTY - ENVIRONMENTAL RESTRICTION
Page 4.

1 terms of this covenant by injunctive relief or by declaratory action to enjoin or seek
2 interpretation concerning the use or uses of the Property prohibited by this covenant.

3
4 Covenantor agrees to incorporate the terms and conditions of this covenant or provide
5 notice of this covenant in any subsequent deed or other written instrument by which Covenantor
6 transfers or conveys the fee simple title or any other possessory interest in the Property to a third
7 party.

8
9 The invalidation of any of the restrictions and covenants by judgment or court order shall
10 in no way affect the validity of any of the other restrictions and covenants in this covenant if the
11 deletion of the invalid portion shall not destroy the clear intent and purpose of this covenant.

12
13 No delay or failure to exercise any right, power or remedy accruing to FDEP under this
14 covenant shall be construed as a waiver of any such right, power or remedy.

15
16 This covenant represents the entire agreement of the parties. Any modifications, release
17 or cancellation of the promises of this covenant shall only be valid when such modification,
18 release or cancellation has been reduced to writing, duly executed by or on behalf of Covenantor
19 and FDEP and recorded in the Public Records of Monroe County, Florida.

20
21 This covenant has been delivered in the State of Florida and shall be construed in
22 accordance with the laws of Florida.

23
24
25
26
27
28
29
30
31
32

[Signature Pages Follow]

COVENANT TO RESTRICT USE OF PROPERTY - ENVIRONMENTAL RESTRICTION
Page 5

IN WITNESS WHEREOF, the Parties execute this covenant.

Signed, sealed & delivered
in the presence of:

Covenantor: City of Key West, Florida

(signature of witness)

By: Jimmy Weekley
(signature)

(print/type witness name)

Jimmy Weekley
(print/type name)

(signature of witness)

Title: Mayor
(print/type title)

(print/type witness name)

City of Key West
official seal

STATE OF FLORIDA)
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this 21 day of July,
2002 by Jimmy Weekley as Mayor of the City of
Key West, Florida, on behalf of the City. He/she is personally known to me or has produced
_____ as identification.

Cheryl Smith
(print/type notary name)

My commission expires: _____



Cheryl Smith
MY COMMISSION # DD106013 EXPIRES
June 6, 2006
BONDED THROUGH FARM INSURANCE, INC.

COVENANT TO RESTRICT USE OF PROPERTY - ENVIRONMENTAL RESTRICTION
Page 6.

1 APPROVAL:

2 The State of Florida Department of Environmental Protection hereby approves the
3 foregoing Covenant to Restrict Use of Property.

4 Signed, sealed & delivered
5 in the presence of:

6 By: [Signature]
7 (signature)

8
9
10 [Signature]
11 (witness signature)

12
13 DOUGLAS A. JONES
14 (print/type name)

15 GAYLE LAMKIN
16 (type/print witness name)

17 Title: BUREAU CHIEF, BUREAU OF WASTE CLEANUP
18 (print/type title)

19 [Signature]
20 (witness signature)

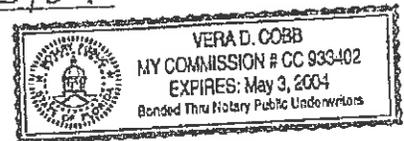
21
22 LINDA M. FRODOCK
23 (print/type witness name)

24
25
26 STATE OF FLORIDA)
27 COUNTY OF MONROE)

28
29 The foregoing instrument was acknowledged before me this 27 day of November
30 2002 by Douglas A. Jones of the State of Florida Department of Environmental
31 Protection (FDEP), on behalf of the FDEP. He/she is personally known to me or is known by the
32 following identification: Personally known
33

34
35 [Signature]
36 (print/type notary name)

37 My commission expires: 5/3/04
38



FILE #1338205
BK#1839 PG#579

EXHIBIT A

LEGAL DESCRIPTION: -Parkland-

Prepared by undersigned:

A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:

Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89); based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence N.74°38'54"E., a distance of 901.39 feet to the Point of Beginning; thence N.88°01'07"E., a distance of 57.69 feet; thence N.01°52'38"W., a distance of 2.77 feet; thence N.88°13'17"E., a distance of 19.93 feet; thence S.19°53'46"E., a distance of 549.69 feet; thence S.00°20'55"E., a distance of 409.16 feet; thence N.89°49'18"E., a distance of 100.84 feet; thence S.33°56'54"E., a distance of 842.47 feet; thence S.55°59'51"W., a distance of 105.64 feet; thence S.33°54'27"E., a distance of 1077.05 feet; thence S.56°05'33"W., a distance of 60.00 feet; thence N.33°54'27"W., a distance of 340.00 feet; thence N.56°05'33"E., a distance of 4.00 feet; thence N.33°54'27"W., a distance of 90.00 feet; thence S.56°05'33"W., a distance of 33.80 feet; thence S.76°53'05"W., a distance of 217.59 feet to the point of curvature of a curve to the right, having: a radius of 40.00 feet, a central angle of 69°12'38", a chord bearing of N.68°30'41"W. and a chord length of 45.43 feet; thence along the arc of said curve, an arc length of 48.32 feet to the point of tangency of said curve; thence N.33°54'27"W., a distance of 100.28 feet; thence S.56°05'33"W., a distance of 74.40 feet; thence S.33°54'27"E., a distance of 57.76 feet to a point on a curve to the right, having: a radius of 39.21 feet, a central angle of 63°00'35", a chord bearing of S.23°43'00"W. and a chord length of 40.98 feet; thence along the arc of said curve, an arc length of 43.12 feet to the point of compound curvature of a curve to the right, having: a radius of 99.00 feet, a central angle of 21°35'34", a chord bearing of S.66°01'04"W. and a chord length of 37.09 feet; thence along the arc of said curve, an arc length of 37.31 feet to the point of tangency of said curve; thence S.76°48'51"W., a distance of 258.26 feet; thence S.80°26'37"W., a distance of 112.51 feet; thence S.84°48'58"W., a distance of 94.41 feet; thence S.66°57'57"W., a distance of 494.18 feet; thence N.36°22'25"W., a distance of 215.33 feet; thence N.34°55'15"E., a distance of 68.92 feet; thence N.33°44'00"W., a distance of 59.95 feet; thence N.06°17'11"E., a distance of 291.83 feet; thence N.56°37'09"E., a distance of 301.89 feet; thence S.34°06'12"E., a distance of 242.04 feet; thence N.55°53'48"E., a distance of 432.79 feet; thence N.59°10'14"W., a distance of 407.46 feet; thence N.56°13'00"E., a distance of 2.19 feet; thence N.01°53'48"W., a distance of 1650.40 feet to the Point of Beginning. Parcel contains 1430253 square feet or 32.83 acres, more or less.

E. J. A.

EXHIBIT B

EXHIBIT B
40 CFR 373
HAZARDOUS SUBSTANCE NOTICE

Substance Name	Chemical Abstracts Services Registry Number (CASRN)	Synonym	RCRA Hazardous Waste Number	Quantity Stored/Released	Date of Storage/Release	Remedial Action
Polychlorinated Biphenyls (PCBs)	11006-02-5 11007-09-1	Aroclor-1260 Aroclor-1254, chlorodiphenyl- 54% chlorine)	None	Undocumented	1940-1974	Excavation and disposal
Antimony	7440-36-0	Antimony Compounds, Stibium C.I. 77050	None	Undocumented	N/A	Excavation and disposal
Benzo(a)pyrene	50-32-8	3,4, benzopyrene	U022	Undocumented	N/A	Excavation and disposal
Arsenic	7440-38-2	Arsenic	D004	Undocumented	N/A probable application	Excavation and disposal
Indeno (1,2,3-cd)pyrene	193-39-5	1,10-(1,2-Phenylene)pyrene	U137	Undocumented	N/A probable application	Excavation and disposal
Benzo(b)fluoranthene	205-99-2	3,4 benzofluoranthene	None	Undocumented	N/A	Excavation and disposal
Benzo(k)fluoranthene	207-08-9	None	None	Undocumented	N/A	Excavation and disposal
Phenanthrene	85-01-8	None	None	Undocumented	N/A	No further action (no risk)
Benzene	71-43-2	[6] Anniene, Benzol, Benzole, Coal naphtha, cyclohexatriene, phene, phenyl hydride, pyrobenzol, pyrobenzole	U019 D018	Undocumented	1940-1974	No further action (no receptors)

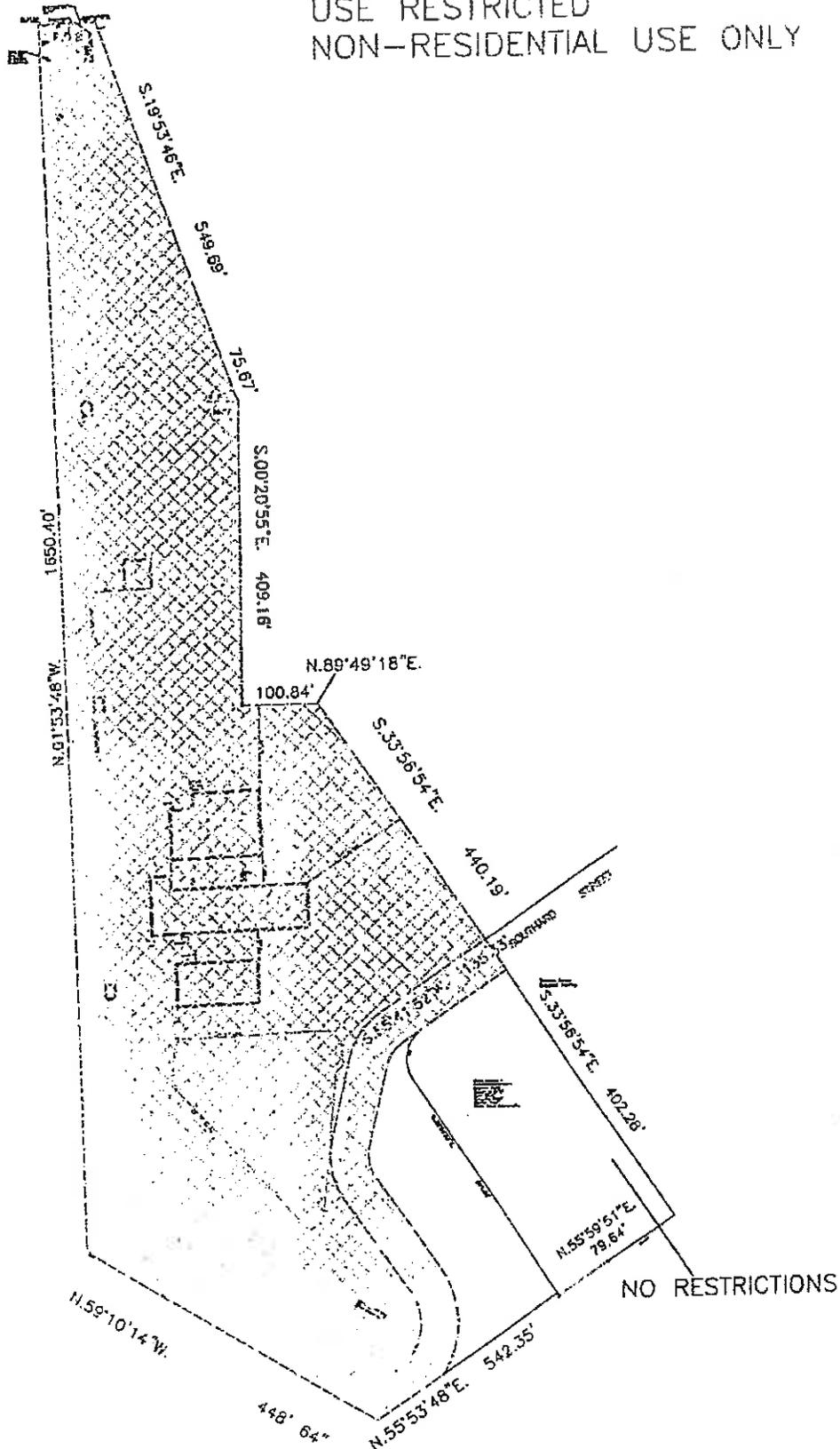
FILE # 1039 PG 505

The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or "Superfund"), 42 U.S.C. Section 9620(h).

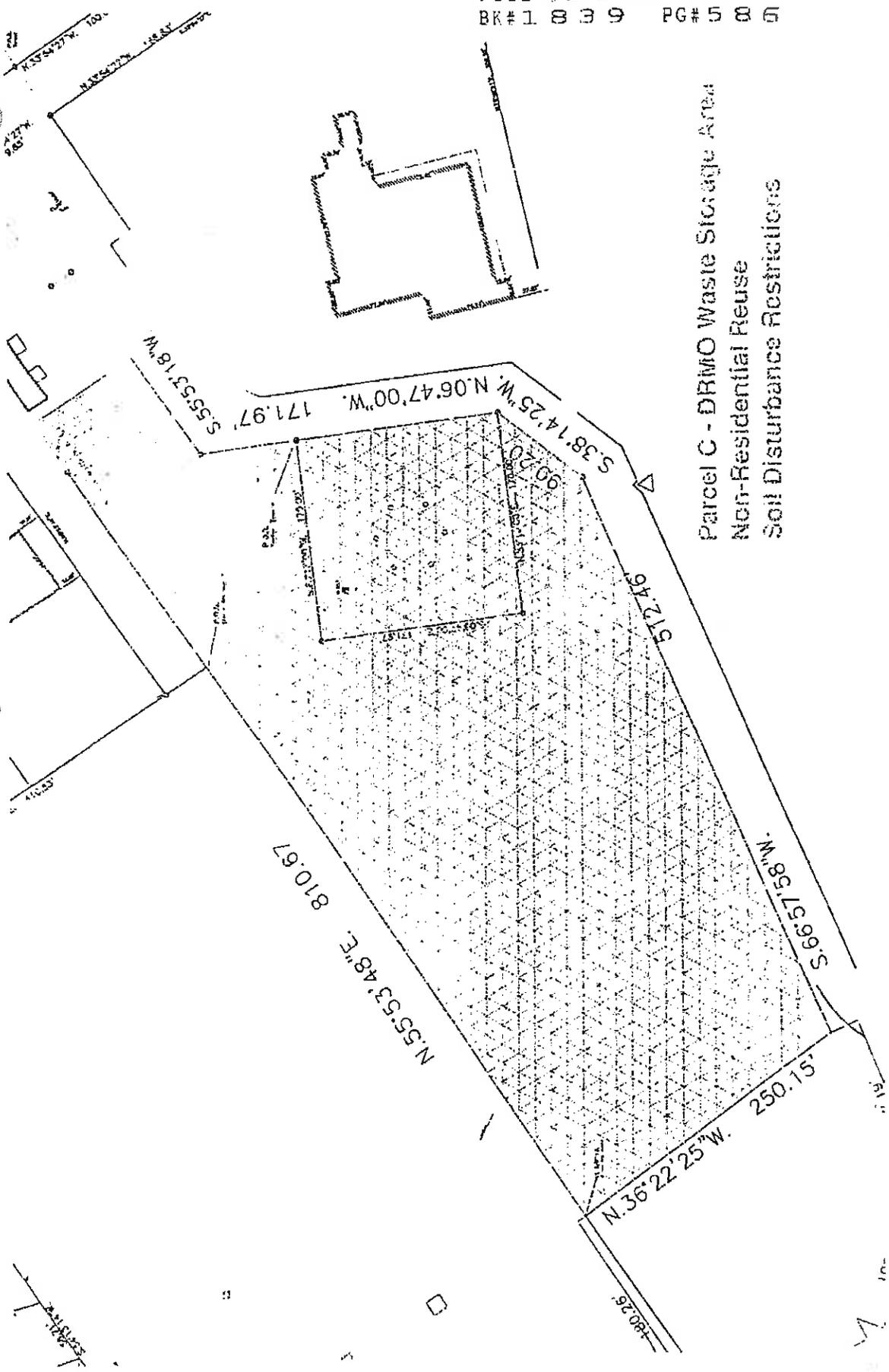
FILE #1338205
BK#1839 PG#584

EXHIBIT C

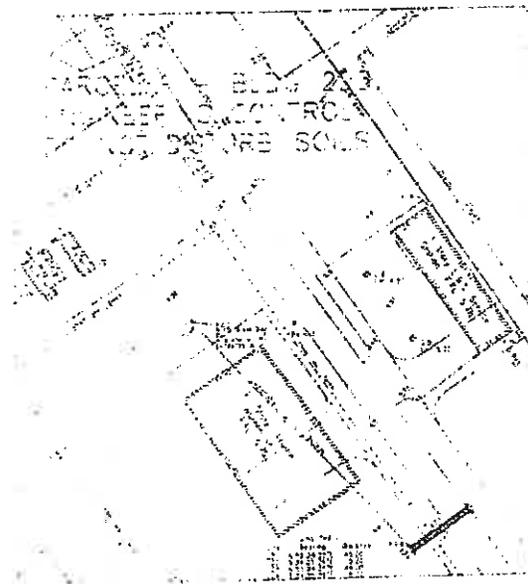
PARCEL E - DARK GREEN
SOIL AND GROUNDWATER
USE RESTRICTED
NON-RESIDENTIAL USE ONLY



Parcel C - DRMO Waste Storage Area
 Non-Residential Reuse
 Soil Disturbance Restrictions



Scale	Date	Drawn	Checked	By	Title



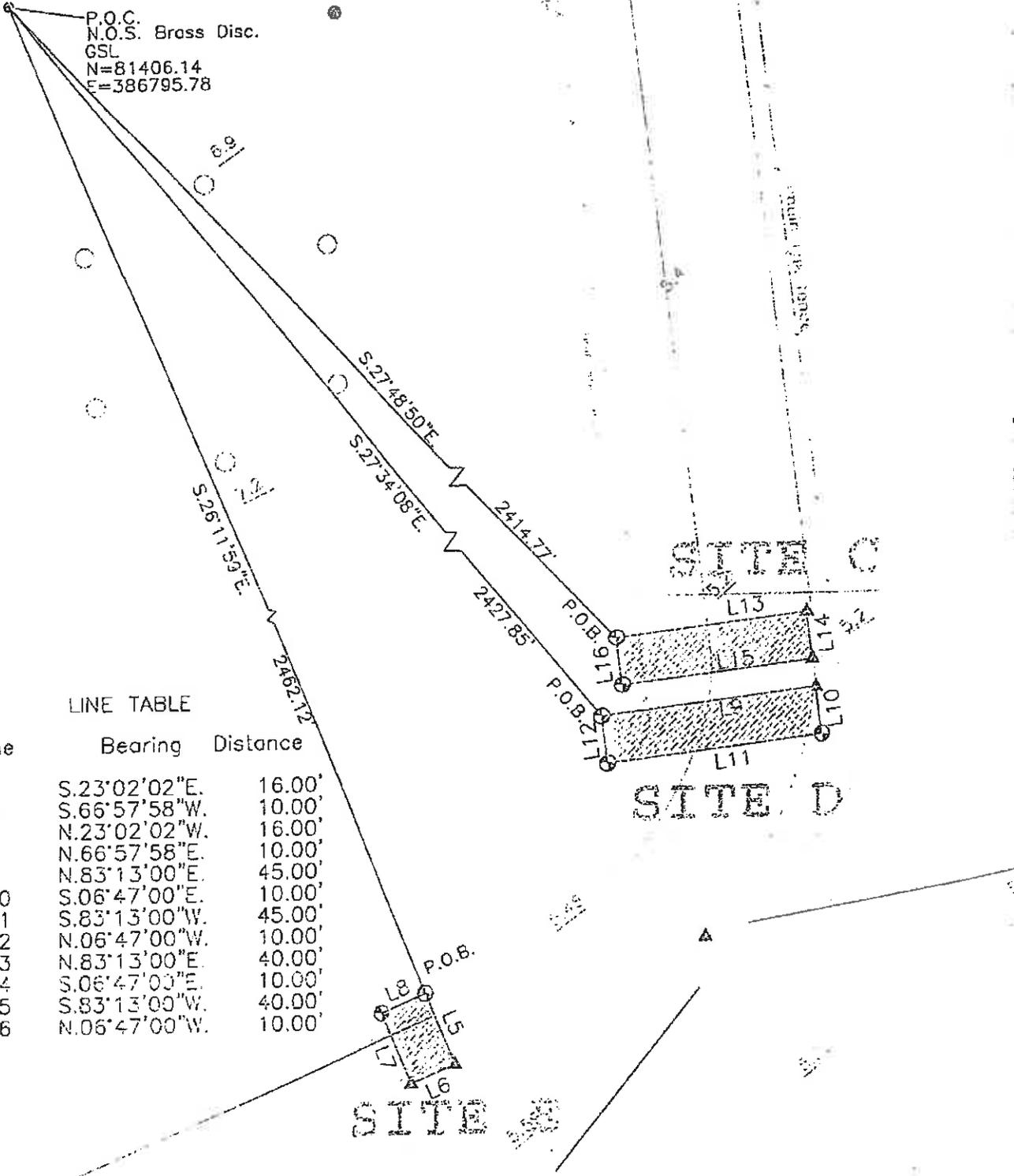
See

DRMO - Soil Restrictions Non-Residential Reuse

P.O.C.
N.O.S. Brass Disc.
GSL
N=81406.14
E=386795.78

LINE TABLE

Line	Bearing	Distance
L5	S.23°02'02"E.	16.00'
L6	S.66°57'58"W.	10.00'
L7	N.23°02'02"W.	16.00'
L8	N.66°57'58"E.	10.00'
L9	N.83°13'00"E.	45.00'
L10	S.06°47'00"E.	10.00'
L11	S.83°13'00"W.	45.00'
L12	N.06°47'00"W.	10.00'
L13	N.83°13'00"E.	40.00'
L14	S.06°47'00"E.	10.00'
L15	S.83°13'00"W.	40.00'
L16	N.06°47'00"W.	10.00'

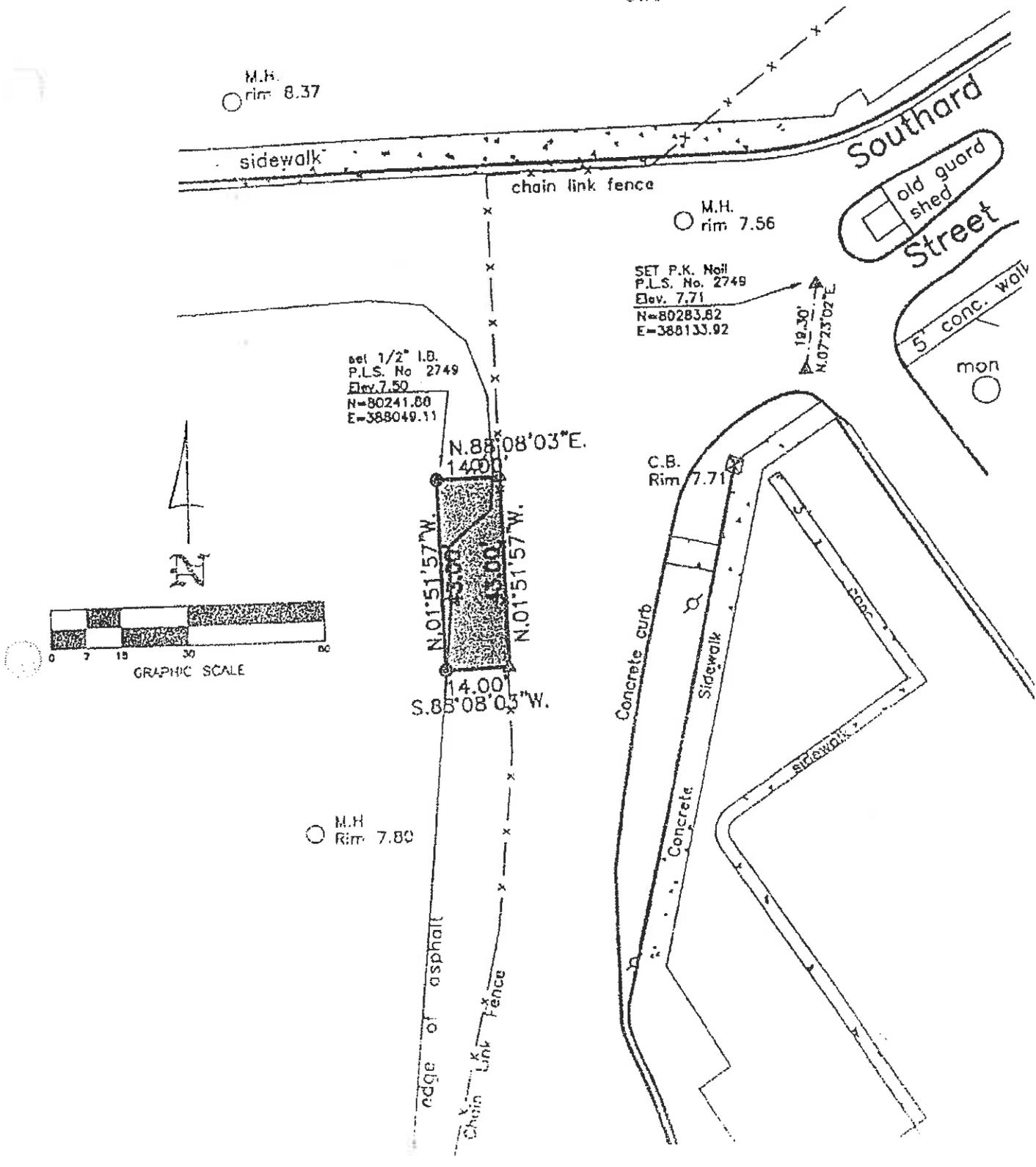


SITE A

SITE B

SITE C

Figure 1



Prepared By: Frederick H. Heisterkamp 3150 Northside Drive Key West, Florida 33901 (305) 293-0485	U.S.N. N.A.S. Key West, Florida Site Boundary Map Figure No. 1B 2	Date: 6/5/00	Tetra Tech Nus, inc 661 Anderson Drive Pittsburg, Pa 15220
		F.H.H. No. 00-257	
		Scale: 1"=30'	
		Dwn. By: F.H.H.	

DRMO - Engineering Control Soil Restrictions Non-Residential Reuse

P.O.C.
 N.O.S. Brass Disc.
 GSL
 N=81406.14
 E=386795.78

S.20°52'49"E.
 2460.10

LINE TABLE

Line	Bearing	Distance
L1	S.23°02'02"E.	11.00'
L2	S.66°57'58"W.	10.00'
L3	N.23°02'02"W.	11.00'
L4	N.66°57'58"E.	10.00'

P.O.B.

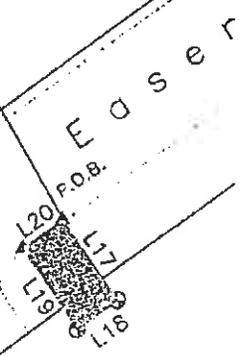
SITE F

DRMO - Engineering Control Soil Restrictions Non-Residential Reuse

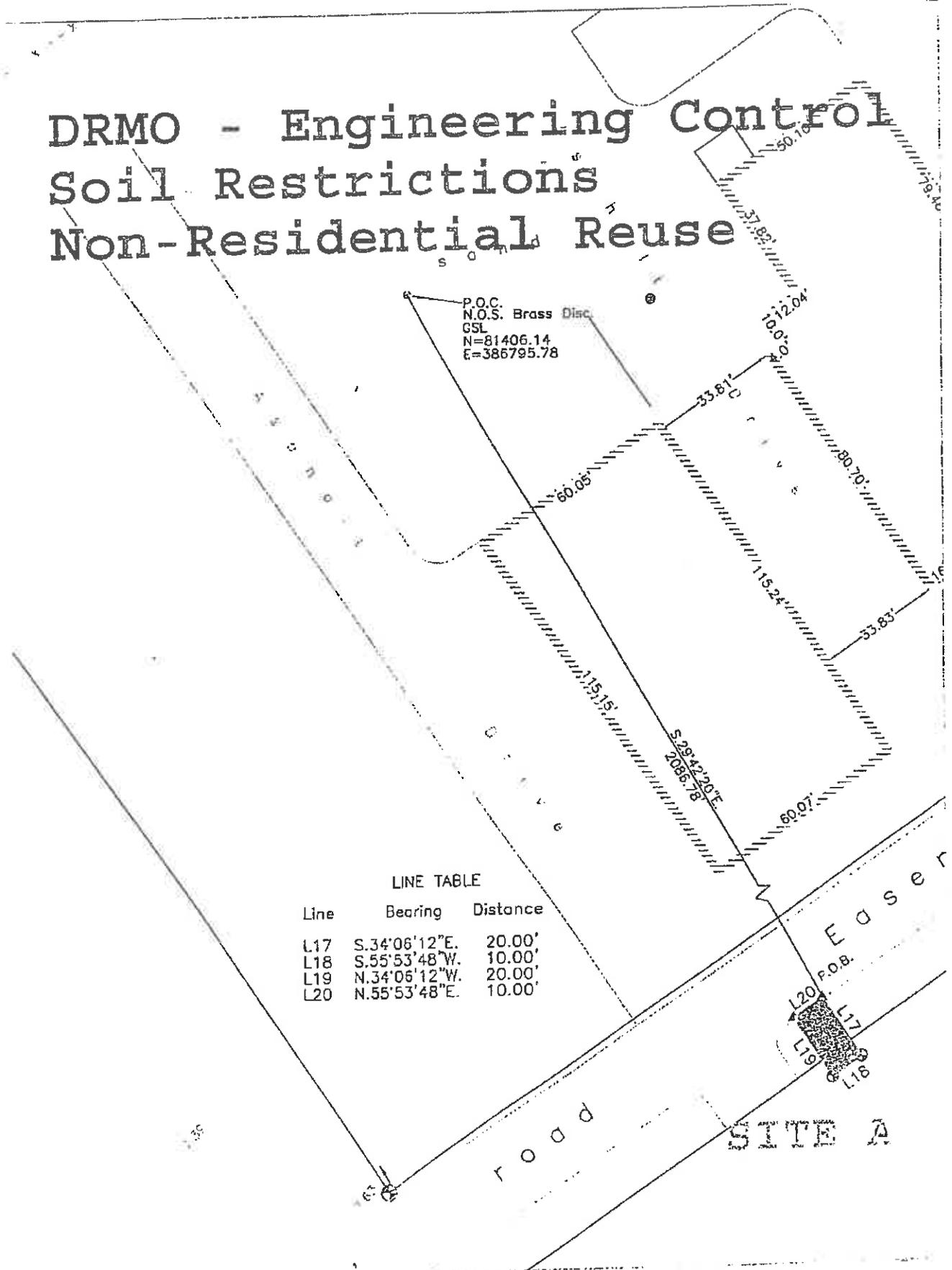
P.O.C.
 N.O.S. Brass Disc
 CSL
 N=81406.14
 E=386795.78

LINE TABLE

Line	Bearing	Distance
L17	S.34°06'12"E.	20.00'
L18	S.55°53'48"W.	10.00'
L19	N.34°06'12"W.	20.00'
L20	N.55°53'48"E.	10.00'



road
 SITE A



LEGAL DESCRIPTION: Site A

Prepared by undersigned:

A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:

Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 29°42'20" E., a distance of 2086.78 feet to the Point of Beginning. thence S 34°06'12" E for a distance of 20.00 feet; thence S 55°53'48" W for a distance of 10.00 feet; thence N 34°06'12" W for a distance of 20.00 feet; thence N 55°53'48" E for a distance of 10.00 feet to the Point of Beginning.
Containing 200 square feet.

LEGAL DESCRIPTION: Site B

Prepared by undersigned:

A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:

Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 42°37'35" E., a distance of 2637.96 feet to the Point of Beginning. thence N 55°36'25" E for a distance of 46.00 feet; thence S 34°25'29" E for a distance of 5.00 feet; thence S 55°36'25" W for a distance of 46.00 feet; thence N 34°25'29" W for a distance of 5.00 feet to the Point of Beginning.
Containing 230 square feet.

LEGAL DESCRIPTION: Site C

Prepared by undersigned:

A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:

Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 27°48'50" E., a distance of 2414.77 feet to the Point of Beginning. thence N 83°13'00" E for a distance of 40.00 feet; thence S 06°47'00" E for a distance of 10.00 feet; thence S 83°13'00" W for a distance of 40.00 feet; thence N 06°47'00" E for a distance of 10.00 feet to the Point of Beginning.
Containing 400 square feet.

LEGAL DESCRIPTION: Site D

Prepared by undersigned:

A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:

Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 27°34'08" E., a distance of 2427.85 feet to the Point of Beginning. thence N 83°13'00" E for a distance of 45.00 feet; thence S 06°47'00" E for a distance of 10.00 feet; thence S 83°13'00" W for a distance of 45.00 feet; thence N 06°47'00" E for a distance of 10.00 feet to the Point of Beginning.
Containing 450 square feet.

LEGAL DESCRIPTION: Site E

Prepared by undersigned:

A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:

Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 26°11'59" E., a distance of 2462.12 feet to the Point of Beginning. thence S 23°02'02" E for a distance of 16.00 feet; thence S 66°57'58" W for a distance of 10.00 feet; thence N 23°02'02" W for a distance of 16.00 feet; thence N 66°57'58" E for a distance of 10.00 feet to the Point of Beginning.
Containing 160 square feet.

LEGAL DESCRIPTION: Site F

Prepared by undersigned:

A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:

Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 20°52'49" E., a distance of 2460.10 feet to the Point of Beginning. thence S 23°02'02" E for a distance of 11.00 feet; thence S 66°57'58" W for a distance of 10.00 feet; thence N 23°02'02" W for a distance of 11.00 feet; thence N 66°57'58" E for a distance of 10.00 feet to the Point of Beginning.
Containing 110 square feet.

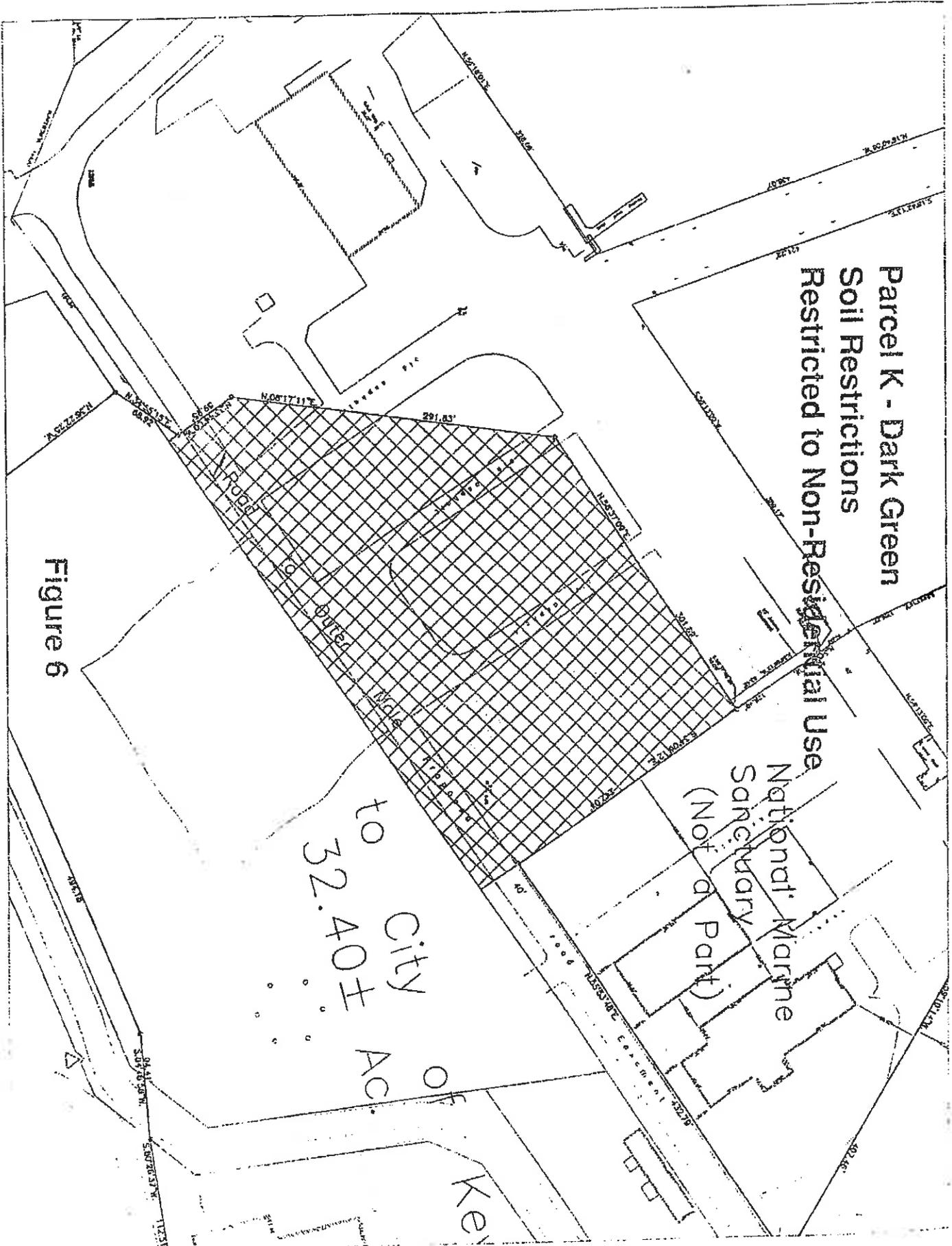


Exhibit 3

PROPOSED PROJECT PLAN



Proposed site plan for the entire Waterfront Development. The plan highlights the marina and the major support areas, such as:

- The Ellipse Event Grounds
- The Family Waterfront Park
- Harry S. Truman Waterfront Park
- Waterfront Promenade
- Marina Restaurant
- Waterfront Pool and Relaxation Center

Exhibit 4

RESOLUTION NO. 10-265

A RESOLUTION OF THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY OF THE CITY OF KEY WEST (LRA) ACCEPTING THE FINDINGS OF THE JOINT WORKSHOP ON 6.6 ACRE AREA TRUMAN WATERFRONT PARCEL AND RECOMMENDED GUIDING PRINCIPLES OF THE TRUMAN WATERFRONT ADVISORY BOARD (TWAB); PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on April 24, 2010, the TWAB hosted a joint workshop together with the Bahama Village Redevelopment Advisory Committee and the City Commission to explore possible uses for a 6.6 acre parcel at the Truman Waterfront; and

WHEREAS, at its regular meeting of June 11, 2010, the TWAB accepted the workshop facilitator's report on the workshop; and

WHEREAS, after considering input received during the joint workshop, and additional public meetings, TWAB developed a series of guiding principles, which it recommends the LRA to adopt;

NOW, THEREFORE, BE IT RESOLVED BY THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY, AS FOLLOWS:

Section 1: That the findings of the "Joint Workshop on 6.6 Acre Truman Waterfront Parcel," and the recommended guiding principles of the Truman Waterfront Advisory Board are hereby accepted in concept.

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

Passed and adopted by the Naval Properties Local Redevelopment Authority at a meeting held this 7th day of September, 2010.

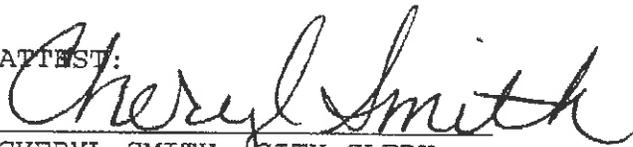
Authenticated by the presiding officer and Clerk of the Authority on September 8, 2010.

Filed with the Clerk September 8, 2010.



CRAIG CATES, CHAIRMAN

ATTEST:



CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

MEMORANDUM

EXECUTIVE SUMMARY

TO: Jim Scholl, City Manager

FROM: Doug Bradshaw, Senior Project Manager

DATE: August 10, 2010

SUBJECT: Truman Waterfront Advisory Board (TWAB) Recommendation to the Naval Properties Local Redevelopment Agency (LRA) to Accept the findings of the "Joint Workshop on 6.6-Acre Area Truman Waterfront Parcel" and Recommended Guiding Principles on Development of the 6.6 Acre Parcel.

ACTION STATEMENT:

LRA's acceptance of the TWAB's recommendation to accept the findings of the "Joint Workshop on 6.6-Acre Area Truman Waterfront Parcel" and recommended guiding principles on development of the 6.6 Acre Parcel.

BACKGROUND:

On Saturday April 24, 2010 the TWAB hosted a joint workshop together with the Bahama Village Redevelopment Advisory Committee and the City Commission to explore possible uses for a 6.6 acre parcel at the Truman Waterfront. Over 208 residents of the City of Key West and other interested parties participated, in addition to members of the hosting boards. The overall purpose of the workshop was to provide guidance to the City in its future decision-making regarding the 6.6 acre site.

The workshop was facilitated by the FCRC Consensus Center. The attached report was prepared by the facilitator based on discussion notes taken during the meeting. For each discussion during the workshop, the report outlines the process used, provides a transcript of the notes taken, and summarizes key themes or conclusions where appropriate.

At the regularly scheduled June 11, 2010 TWAB meeting, the Board unanimously approved accepting the findings of the report titled "Joint Workshop on 6.6-Acre Area Truman Waterfront Parcel"

Based on the findings of the report and public input collected during three additional TWAB meetings, the Board developed a set of guiding principles to be used by both the Board and LRA as development progresses on the 6.6 acre parcel and to some extent the rest of the Truman Waterfront property. The guiding principles are attached.

Key to the Caribbean - Average yearly temperature 77° F.

OPTIONS:

1. Approval of the Action Statement in its entirety.
2. Approval of a modified Action Statement as determined by the City Commission
3. Disapprove the Action Statement

PURPOSE & JUSTIFICATION:

As the TWAB and the LRA move forward on development or review proposals for development of the 6.6 acre parcel and the remaining Truman Waterfront parcel, the guiding principles will ensure that the decisions made will reflect input provided by the citizens of Key West at the workshop and public meetings.

FINANCIAL IMPACT:

It does not appear that the guiding principles will cause any additional financial burden to development of the 6.6 acres. There is a small increase in cost for implementing Florida Statue 255.2575(2) which is "green" building standards, but the long term cost savings should be very beneficial.

RECOMMENDATION:

City staff recommends option # 1, City Commission Approval the Action Statement in its entirety.



**Joint Workshop on 6.6-Acre Area Truman
Waterfront Parcel**

Douglas Gym

Key West, Florida

April 24, 2010

Facilitator's Summary Report

Workshop facilitated and report prepared by
The FCRC Consensus Center
www.consensus.fsu.edu

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INTRODUCTION

On Saturday April 24, 2010 the Truman Waterfront Advisory Board of the City of Key West hosted a joint workshop together with the Bahama Village Redevelopment Advisory Committee and the City Commission to explore possible uses for a 6.6 acre parcel of the Truman Waterfront. Over 208 residents of the City of Key West and other interested parties participated, in addition to members of the hosting boards.

The overall purpose of the workshop was to provide guidance to the City in its future decision-making regarding the 6.6 acre site. The specific objectives of the workshop were to:

- identify considerations that should be taken into account when making decisions about the site;
- identify and discuss possible uses for the site;
- prioritize possible uses;
- understand next steps in making decisions for the site.

The workshop was facilitated by the FCRC Consensus Center. This report was prepared by the facilitator based on discussion notes taken during the meeting. For each discussion during the workshop, the report outlines the process used, provides a transcript of the notes taken, minimally edited for grammar and completeness, and summarizes key themes or conclusions where appropriate.

WELCOME, AGENDA REVIEW AND BACKGROUND PRESENTATION

Jim Gilleran, Chairman of the Truman Waterfront Advisory Board, welcomed participants and introduced members of the City Commission, Truman Waterfront Advisory Board, and Bahama Village Redevelopment Advisory Committee. He then introduced Rafael Montalvo, facilitator for the meeting, to review the agenda and guidelines for discussion.

Rafael Montalvo reviewed the overall purpose and specific objectives for the meeting. He noted that the meeting would have four parts – a presentation of background information to set the context, a discussion of the considerations (criteria) participants would like the City to weigh in making decisions about the 6.6 acres, a discussion of the uses participants would like to see on the parcel, and a prioritization of those uses. He then reviewed guidelines for the discussion, and introduced Doug Bradshaw, Executive Director of the Port Authority of Key West to provide background information.

Doug Bradshaw first described the location of the site, surrounding uses and leases, and access. He reviewed comprehensive plan objectives and principles for the Truman Waterfront, as well as zoning for the 6.6 acre property and summarized the results of previous planning efforts for parcel. He concluded the presentation with a

description of financial and other considerations relevant to any decision made about uses on the 6.6 acres.

The agenda, discussion guidelines and presentation materials are included in the Appendix of this report.

After the presentation, participants asked questions for clarification of the information presented. The questions asked and responses offered are presented below. Staff responses are presented in *italics*.

- Have plans for the marina and assisted living facility gone so far that they cannot be undone?
- *The long term leases are set, but the designs still need to be approved by the City Commission.*

- How long is long term?
- *99 years.*

- Can you characterize the length of the other leases?
- *There are no other leases at this time.*

- Where is the Tax Increment Financing (TIF) property?
- *City of Key West staff described the location of the TIF district.*

- Were the comprehensive plan objectives for the Truman Waterfront property prioritized?
- *No.*

- Can you provide more information about what ingress and egress there will be from the site?
- *The only agreement is for Southard Street. We are also looking at Truman, Petronia, and Angela Streets. They will be considered in the plan for the 6.6 acres.*

- It is an odd shaped parcel. Is the long area part of Bahama Village? Is there a way to make the footprint more usable?
- *Originally the Battery was included and the parcel was a little more regular in shape. There is probably a bit of wiggle room in the fact that designs for the surrounding properties have not been finalized.*

- What is a TIF district?
- *TIF stands for Tax Increment Financing. It applies to a designated Community Redevelopment Area sub-area. Any increases in tax revenues resulting from an increase in property values or additional development in the*

district after it is established must be used to further benefit the designated area. Part of the TIF area overlaps the 6.6 acres.

CRITERIA DISCUSSION

Participants were next asked to think about the following question.

What should be taken into account when making decisions about the site?

The facilitator pointed out that participants were not being asked to agree on the answer. Rather, this was an opportunity to share with others in the room those considerations or criteria that individual participants thought important. He further noted that the intention of this discussion was two-fold: 1) to help set the stage for a discussion of desired uses, and; 2) to provide additional guidance to City decision-making.

The considerations and criteria suggested by participants are listed below.

- The land was originally taken by the Navy from Bahama Village. The original intent of the Base Reuse Plan was to benefit Bahama Village. Over time we have diverged from that intention. Those plans should be brought back, including the economic development emphasis, the youth facility, open space and the fishing area.
- The plan should be financially self-sustaining. For that to happen, it needs to be multi-use so it can change as the economy changes.
- Limit parking, promote biking, walking and green spaces, and green building.
- Noise considerations and impacts on neighboring communities should be considered. How will you address the noise when the bars get out in the middle of the night?
- How long it will take to realize the proposal should be considered. How long is it going to take to create a new plan and then act? It has already taken a long time – don't create a new plan.
- Is the Bahama Conch Community Land Trust (BCCLT) plan still under consideration? Didn't the City approve it?
- No lease was finalized, but the BCCLT plan can still be considered.
- Job creation for Bahama Village residents.
- Instead of creating new buildings, focus on renovating existing structures. Use green building and renovation techniques.
- The BCCLT plan for this area should weigh heavily. Why are we recreating the wheel?
- The ingress and egress pattern of the final plan should have a positive impact on Bahama Village.
- Open space, green, trees.
- The affordability of housing.

- Consistency with the BCCLT plan – that plan was what the community wanted.
- No commercial development (except for commercial in Bahama Village) and open space preservation should be the priorities.
- Will the neighbors (District 6) have a strong say?
- Concern regarding amphitheatre's impacts on neighborhood. Remember what it was like at Woodstock. We don't want that here.
- A culinary school, as incorporated in BCCLT plan. Help put the people of Bahama Village back to work.
- Safety of residents and guests.
- Youth of community.
- Training youth for future employment.

POSSIBLE USES

During this discussion, participants next identified possible uses they wanted to see in the plan for the 6.6 acre parcel. The first list below is of the comments offered. The second list is of the uses suggested by the comments, as recorded on a screen at the front of the room during the discussion. The second list was simplified through combination and grouping of items in the subsequent discussion, but is presented here in its entirety.

A number of the issues raised during this and subsequent discussions in the workshop applied to Truman Waterfront properties surrounding the 6.6 acres. While the focus of the workshop was on the 6.6 acres, comments on the surrounding properties were also accepted. A number of participants expressed the opinion that to effectively plan for the 6.6 acres would require addressing all of the Truman Waterfront properties simultaneously.

Comments

- Soccer. We have 550 boys playing soccer, and we don't have our own field. We want shared fields and an agreement with the marina that they will maintain the green space.
- There should be a benefit to the entire community. Don't like that the Navy defined the uses in the land conveyance. The assisted living facility won't be used by the locals. For the 6.6 acres – a culinary school, restaurant, sustainable uses. Extend the streets and mix uses to reflect what was there before the Navy took over.
- The BCCLT had a good plan that should be considered. It shouldn't go away. The PAL gym should be maintained as a multi-use facility.
- Make an annex of Florida Keys Community College (FKCC) so it will be well managed.

- Capitalize on the viability of the waterfront as a tourist destination. Establish a fish market like they have in Panama City. Employ locals, bring fish boats in. Include an art market.
- Establish an open marketplace, with mixed uses.
- There is no cohesion here or in the mix of uses being discussed. It's a shame about the odd shape of the parcels. Why can't the soccer field be on the Spotswood property? A balance of scale doesn't exist.
- A museum with the verbal and written history of the Africans who came here. We want to be part of the description of the history. Tell the story of daily life, photos, etc.
- Keep the PAL gym as a multi-use facility. Expand the horse stables and the equestrian patrol of the park. No housing project, but do include affordable housing. The clean-up of the neighborhood has been successful – keep it up. Commercial uses.
- An emergency hospital to go with the assisted living facility. Keep the soccer field, and add an ADA dog park.
- Open fields – soccer fields. Expand the PAL gym, and focus on the history of Bahama Village.
- A tool library for kids to teach them to use tools (technical training and education). Keep Petronia pedestrian with a pretty entrance.
- PAL gym – include a community theatre and pool.
- Parking on the narrow Fort Street parcel.
- Ingress and egress from Petronia. More soccer fields.
- Would there be room on the other side of the mess hall for soccer fields if Petronia were extended into where the field is now?
- A youth equestrian program.
- A community park on Fort Street.
- Fishing on the bight, available to the community.
- Establish a community garden and solar panels.
- There is no breeze on this island anymore. Consider how it used to be on the island – bring that back. Don't allow buildings along the waterfront that would block the breeze.
- Look at the entire 33 acres -- you have to look at the entire area holistically. Also, could City-generated dollars (from ships docking at the outer mole) be used for a park?
- Include a sustainable energy program. Include a solar heated swimming pool.
- We have been promised a soccer field for years, but have always been asked to move (for example at Poinciana). We need a lease on the soccer field or we will be asked to move again.
- Make sure the kids have permanent soccer fields. They have traveling competitive leagues.
- Keep Bahama Village in the forefront – we are losing Bahama Village. We need development with emphasis on the roots of Bahama Village. Who really

build the area? Bahamians. Continue with the plan for the culinary school, establish a history museum, and make space available for sculptures.

- A black history museum.
- Can the lease for the assisted living facility be cancelled?
- The assisted living community is alive and well. Priority will be given to residents of Key West. The project is definitely moving forward.
- Can revenue from ships be used to contribute to the area?
- Don't allow any buildings over one-storey. Construct what buildings you do build sustainably, for example with grass on the roofs.
- What about the traffic impact on Bahama Village? Where are people going to park?
- We need a guarantee that the soccer fields will stay.
- Small shops, apprenticeships, small fix-it shops – zero waste. Keep the Bahamian character in the buildings.
- The history of this area has been lost. The land was supposed to be given back to the black people in the community. A plan was presented by BCCLT and accepted. Why aren't we talking about that? The citizens of Bahama Village should be working together. Give the land back to the black people of the community. There is more discrimination now than there was in the 60s.
- Set up a community garden with an emphasis on native plants, maybe offering classes and sales.
- A day care facility at PAL to serve Bahama Village children.

Initial List of Uses

- Culinary school
- Economic development for Bahama Village
- Soccer field (shared multipurpose green space) -- sustained irrigation, grass, lighting
- Uses prioritized with original conveyance of property
- Culinary school
- Youth training programs, restaurant
- Mixed-use commercial (ground-floor commercial, residential above)
- PAL gym -- maintain, but convert into a multi-use building
- Uses prioritized with original BCCLT Plan
- Extension of FKCC in the area
- Capitalize on proximity to waterfront
- Consider dependence on hospitality industry
- Fish market -- support for fishing industry
- Produce, flea, artisan markets
- Farmer's market
- Balanced (shared) uses on the site
- Verbal and written history of Bahama Village (documentation)

- Equestrian stable expansion
- Police station on Emma Street
- Eliminate homeless problem
- Affordable housing (with intent for sale)
- Arts facilities
- Emergency hospital/facilities
- Soccer field
- Small enclosed dog park
- Vocational training facility/shared museum documenting history of Bahama Village
- Tool library
- Woodshop (similar to 4H program)
- Walking pedestrian mall towards park (along Petronia)
- Full-service community center (PAL building)
- Parking along Fort Street
- Youth equestrian program
- Community park/garden
- Preserve area for fishing
- Parking/solar panels
- Sustainable building practices be implemented for uses
- Will a soccer field be maintained on the site (permanently)?
- Development emphasis on Bahamian culture (incorporate into uses, such as culinary school)
- Black history museum
- Height restrictions (single-story)
- Green roofs (not paint but plants)
- Impacts on traffic/parking
- Soccer fields, reinforcement of tree planting
- Smaller commercial shops, reinforcement of trade learning (emphasis on repairing and reusing items)
- Uses should ease back into the community

PRIORITIZATION OF USES

During the break after the initial listing of possible uses the facilitator tentatively grouped similar items and combined identical ones, as well as to identifying comments on the initial list that might be more appropriate as implementation guidance than as uses. Upon return from the break, participants reviewed and corrected the revised lists and suggestions, adding items that had been overlooked by the facilitator or offering more appropriate wording. The corrected lists were then transferred to easel-pad sheets.

Participants next indicated which uses they thought should be priorities by placing a dot next to each of their highest priorities. Each participant was given five dots, and asked to place no more than one dot next to any particular item.

The facilitator pointed out that virtually all of the items on the list were priorities in some sense. The prioritization exercise would help the city understand which of the possible uses participants believed most important for this site.

Before placing dots, participants were invited to comment on what they thought the priorities should be.

Discussion

- Housing and the multi-use community center.
- The PAL gym/multi-use community center concept would include a lot of the other uses that have been suggested.
- The hospital should not be a priority for this site. Not sure it was actually suggested. The comment may have been a suggestion that the assisted living facility should be nearer a hospital.
- Parks and Recreation might not be the best use. Other portions of the site (other than the 6.6 acres) may be better for soccer fields.
- Open area and green space.
- The mixed-use/multi-use facility. The amphitheatre with the soccer fields, boxing rings, etc. Green space.
- We do not want parking lots. Provide for walking and biking.
- We don't want to lose the art form of the skilled fisherman and craftsman.
- Potential of moving the soccer field to leave the 6.6 acres for residents of Bahama Village.
- Keep BCCLT plan in consideration for Bahama Village, with more soccer fields.
- Open space -- green open space -- should be the priority. There are other places in the city for housing.
- A day care center would provide jobs and generate income.
- Long-term goal should be to generate activity and be self-sustaining. A combined child care/elder care facility would be a good idea.

Priorities

The items below are possible uses identified in the earlier discussion, as combined or grouped by the facilitator and corrected by participants, in the priority order resulting from the dot exercise. Numbers to the right of each item indicate the number of dots received by that item.

The facilitator noted that the results of the prioritization exercise suggest three tiers of priority. He also reminded participants that, as they had noted earlier, that the PAL Gym/Community Center concept (Item 2 below) might include some of the items in the second and third tiers.

Tier One

1. Passive recreational areas/green space: 46
2. Maintain PAL gym/community center with child and adult daycare: 37

Tier Two

3. Market – fish, arts, produce, fleas: 28
4. Community park and garden: 27
5. Mixed-use commercial on ground floor/residential above: 26
6. Recreational – multi-use, green field (soccer and other sports): 26
7. Bahama Village/Black History Museum: 24
8. Affordable Housing: 23
9. Other vocational and training programs -- job training, youth training, woodshop, library of wood shop tools: 20

Tier Three

10. Culinary school: 11
11. Arts and music facility: 10
12. Equestrian program: 8
13. Public arts space; 5
14. Dog park: 4
15. Hospital: 0

Implementation Guidance

The following are some of the suggestions made during the identification of possible uses that provide guidance for the implementation of any uses on the 6.6 acre parcel.

- Benefit and connection to Bahama Village
- Economic development – economically self-sustaining
- Height restrictions
- Green building/carbon neutral development
- Solar/self-sufficient power source
- Pedestrian/bicycle friendly
- Shade
- Parking
- Minimize impact to the neighborhood
- Ensure access to waterfront

- Breeze
- Lighting/safety
- Ingress and egress
- Native plants/native plant nursery
- Passive recreation/green space
- Mess hall building as revenue generator for Bahama Village

NEXT STEPS

At the conclusion of the meeting the City Manager, Jim Scholl outlined the expected next steps in the City's decision-making regarding the 6.6 acre parcel. He stated that the results of the workshop would be presented to both the Truman Waterfront Advisory Board and Bahama Village Redevelopment Advisory Committee. The Boards will review and accept the findings of the workshop and forward their recommendations for development of the 6.6 acres to the Naval Properties Local Redevelopment Authority (LRA), whose acting members are the City Commissioners. The LRA, based on this input, will develop a resolution that provides staff direction on how to proceed with development of the property.

During the closing comments, participants expressed a desire for follow-up meetings, and for an opportunity to address issues in a comprehensive or holistic way on all of the Truman Waterfront properties, not just the 6.6 acres. Mr. Scholl indicated that there would be additional public meetings during the review by the boards and City Commission.

Mayor Craig Cates thanked participants for their time and input, and expressed his hope that they would remain involved in the process. He then adjourned the meeting.

APPENDIX

AGENDA, DISCUSSION GUIDELINES AND PRESENTATION

BOARD PARTICIPATION

CITY COMMISSION
 Mayor Craig Cales
 Berry Gibson Ted Johnson Clayton Lopez
 Mark Rose Billy Wardlow Jimmy Westley

TRUMAN WATERFRONT ADVISORY BOARD
 Owen Trapezant Margaret Domaneki Anish Soti
 Kurt Levin Albert Smithan Jerry Curds

BAHAMA VILLAGE REDEVELOPMENT ADVISORY COMMITTEE
 Madam Chair Carmen Turner
 Randy Becker Aaron Castillo Jerry Curtis
 Peggy Ward Grant Warren Leonard Annette Motley

AGENDA

8:00 Welcome and introductions
 Purpose of meeting
 Agenda, guidelines, and house rules

8:15 Background information - presentation and discussion
 Location of Truman Waterfront parcel and 6.6 acre site
 Purpose of Public Hearing Process - 30-Day
 The City and Jurisdiction
 Electrical Considerations
 Council vote and approvals

8:30 Break

8:35 Identification and evaluation of possible uses
 Identification and rating - Interview process is conducted for the site?
 Discussion - Which uses should be the priority for the site and why?

11:05 Next steps

12:00 Adjourn

**Joint Workshop on 6.6-Acre Area
 Truman Waterfront Parcel**

**Saturday, April 24, 2010
 9:00AM- 12:00PM**

**City Commission/Truman Waterfront
 Advisory Board/ Bahama Village
 Redevelopment Advisory Committee**

MEETING OBJECTIVES

- Identify considerations that should be taken into account when making decisions about the 6.6 acre site
- Identify and discuss possible uses for the 6.6 acre site
- Prioritize possible uses
- Understand next steps in making decisions for the 6.6 acre site



PUBLIC PLANNING PROCESS
TO DATE

- 1997 - Federal Base Reuse Plan
- 1999 - Chapter 288 Base Reuse Plan/Conceptual Plan
- 2002 - Economic Development Plan (EDC)
- 2005 - New Concept Plan based on reduced footprint

COLLECTIVE: Ensure that the integration of former military land provides for long-term, sustained, economic growth consistent with the community's vision for the City of Key West, as follows:

1. Provide meaningful integration of the site into the community fabric;
2. Help diversify the economy;
3. Encourage balanced growth in the area's economy, including commercial and service sectors job growth;
4. Provide employment opportunities for the region's unemployed and underemployed persons;
5. Strengthen the local tax base;
6. Help existing businesses and industries expand;
7. Help small businesses flourish;
8. Provide affordable housing for Key West residents;
9. Provide public recreation and access opportunities, especially on the waterfront;
10. Provide opportunities for port, harbor and marina improvements;
11. Facilitate improvements and provide physical and economic links to Boherns Village;
12. Ensure environmental sensitivity;
13. Provide opportunities for social services and special needs facilities.

Truman Waterfront Organizing Elements. All new development and redevelopment within the Truman Waterfront Parcel shall be consistent with the following key organizing elements:

1. Reconfigure and open space along through boulevard waterfront promenade and other corridors with strategic anchor points connecting the large port and recreational sites on the individualistic portion of the site along the full length of the harbor.
2. Uninterrupted public access to the waterfront through a wide promenade along the full length of the harbor.
3. Landscaped and landscaped areas with an variety and designed to provide a safe area for use by a diverse mix of recreational users including pedestrians, bicyclists and horse riders.
4. Affordable housing, neighborhood retail and social service uses which function as a catalyst of the neighborhood fabric of Boherns Village.
5. Educational and historical walkway nodes.
6. Expanded use of the port area of the Truman Waterfront property for port activities.
7. Multiple high-quality access points into the Truman Waterfront property.



ZONING DEFINITIONS

UNIVERSITY PLAZA AND UNIVERSITY RESEARCH CENTER - 3.1 ACRES

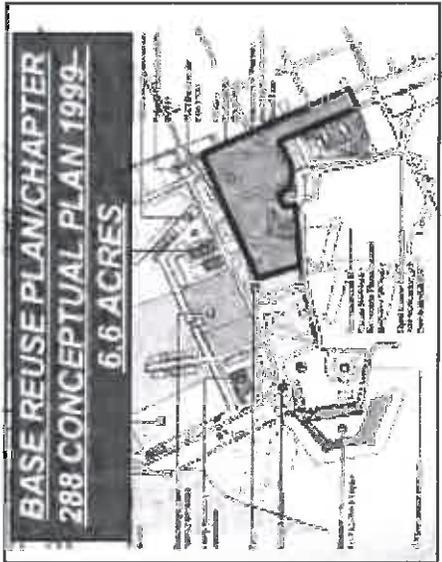
The 1999-2000 plan includes an aerial photograph of the University Plaza with the area outlined in blue. The plan also includes a map of the University Plaza with the area outlined in blue. The plan also includes a map of the University Plaza with the area outlined in blue.

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ZONING DEFINITIONS

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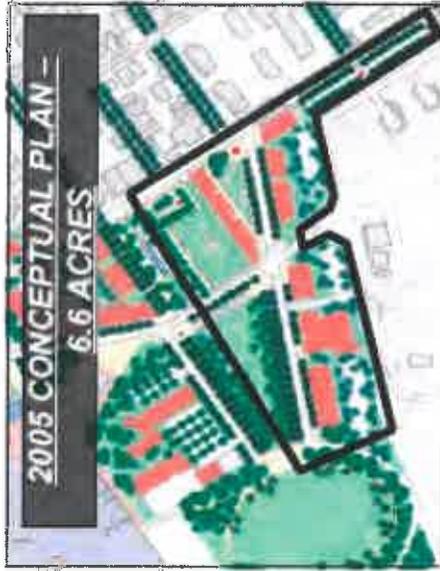
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ZONING DEFINITIONS

INTERMEDIATE COMMERCIAL DISTRICT (MCL)

The purpose of this use is to provide a mix of uses in a neighborhood that is primarily residential. The use is intended to be a mix of uses that are compatible with the surrounding residential use. The use is intended to be a mix of uses that are compatible with the surrounding residential use. The use is intended to be a mix of uses that are compatible with the surrounding residential use.

USE IS PERMITTED

- Business and Professional Offices
- General Office Building (not more than 4 stories)
- Retail stores (not more than 4 stories)
- Restaurants, hotels and other high-rise buildings (not more than 4 stories)
- Office buildings (not more than 4 stories)

COMPLEMENTARY USES

- Restaurants (not more than 4 stories)
- Public and Private Use (not more than 4 stories)
- Other uses that are compatible with the surrounding residential use.

FINANCIAL CONSIDERATIONS

Decisions for use of the property need to include financial considerations:

- How do we finance any development once built
- How do we maintain that development once built
- Does the development strengthen the local tax base

Navy Constraints on the Site

- Navy retained easements including road and utility
- Navy security standoffs from property lines
- Height restrictions (35 feet)
- Plans must be reviewed and approved by Navy



The Truman Waterfront Advisory Board (TWAB) makes the following recommendations to the LRA (City Commission) in development of the "6.6 acre parcel" at the Truman Waterfront:

- The 6.6 acres shall be reintegrated with, and considered part of the overall Truman Waterfront,
- Development of the "6.6-acre parcel" is completed to maximize its integration into and for the economic benefit of the adjacent Bahama Village neighborhood,
- The former Navy galley building shall be repaired (Bldg 1287, 17,500 sq ft) or a new one be constructed to house a multi-use community center with possible future expansion capacity,
- Outdoor multiple use recreation complexes shall be created on the Truman Waterfront and shall remain in City ownership and not subject to long term leases. The complexes shall include but not be limited to a multiple purpose recreational field with minimal dimensions of 110 yards by 70 yards but not less than 1.6 acres in size and recreation basketball courts,
- The Truman Waterfront Advisory Board expresses its support for Resolution 09-057.
- Limited commercial areas shall be developed in conjunction with a workforce housing component. The commercial space may be utilized by neighborhood orientated type businesses including but not limited to local artists, fishermen, and entrepreneurs or as an open market space,
- A community park and community garden component shall be created that showcases Key West history and the Key West African American heritage,
- All development shall be constructed in accordance with Florida Statute 255.2575(2),
- Any and all development shall be economically viable and enhance the existing Tax Increment Funding District (TIF), and provide economic opportunities to all the citizens of Key West,
- Development shall encourage access to and use of the property by biking or walking,
- The TWAB recommends that development of this project be a joint effort between both the City and private entities.

Exhibit 5

RESOLUTION NO. 12-129

A RESOLUTION OF THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY OF THE CITY OF KEY WEST (LRA) ACCEPTING THE RECOMMENDATIONS OF THE TRUMAN WATERFRONT ADVISORY BOARD'S (TWAB) AND THE BAHAMA VILLAGE REDEVELOPMENT ADVISORY COMMITTEE (BVRAC) AS DESCRIBED IN THE ATTACHED UNDATED MEMORANDUM FROM CITY ENGINEERING AND PLANNING STAFF RE DESIGN PROGRAM DIRECTION FOR THE TRUMAN WATERFRONT PARK; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, TWAB and BVRAC held a joint public meeting on March 19, 2012 to discuss design of the Truman Waterfront Property; and

WHEREAS, City staff has prepared the attached memorandum and report on the results of the March 19 meeting, to provide guidance to the LRA as the design process moves forward;

NOW, THEREFORE, BE IT RESOLVED BY THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY, AS FOLLOWS:

Section 1: That the recommendations described within the attached memo from City Engineering and Planning Staff re "Design Program Direction for the Truman Waterfront Park" are hereby accepted.

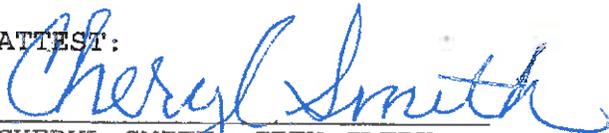
Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Authority.

Passed and adopted by the Naval Properties Local Redevelopment Authority at a meeting held this 16 day of April, 2012.

Authenticated by the presiding officer and Clerk of the Authority on April 17, 2012.

Filed with the Clerk April 17, 2012.

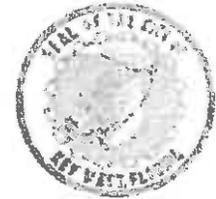
ATTEST:



CHERYL SMITH, CITY CLERK



CRAIG CATES, CHAIRMAN



EXECUTIVE SUMMARY

To: Naval Properties Local Redevelopment Authority
From: City Engineering and Planning Staff
Meeting Date: April 3, 2012
Subject: Design Program Direction for the Truman Waterfront Park

Action Statement:

This action item request is to obtain direction from the Naval Properties Local Redevelopment Authority (LRA) in order to clarify five (5) program design concerns with unclear standards or that are in conflict with project goals identified by city staff and the design consultant for the Truman Waterfront Park Master Plan.

Background:

On March 1, 2012 a kick-off meeting was held with the Truman Waterfront Park design team of Bermello Ajamil and Partners, Inc. and city staff to discuss the next steps for the design and development plan process. At the meeting five (5) program concerns were identified that affect the design of the park and require resolution before the plan can be further developed as follows:

1. Size and location of multi-use recreational field.
2. Should the USCG Ingham remain within the marina at the Truman Waterfront?
3. Maintain existing former Navy galley, Building 1287, currently utilized by the Police Athletic League (PAL) or construct new purpose built community recreation facility?
4. Should the park be designed to accommodate the World Championship Power Boat Races (+/- 70 boats)?
5. Size of fixed seating for the amphitheater and intended use of the lawn.

In order to provide the LRA with a final detailed recommendation for the five program design concerns, staff gathered information provided by numerous interested parties regarding these issues and held a joint meeting on March 19, 2012 between the Truman Waterfront Advisory Board (TWAB) and the Bahama Village Redevelopment Advisory Committee (BVRAC). In this report please find the recommendations of the TWAB and BVRAC and attachments that include additional information regarding the programming design concerns and a summary of the information provided by interested parties.

The TWAB and BVRAC recommendations are as follows:

1. Build a multi-use purposes field capable of supporting an adult size regulation soccer field (110 yard x 65 yards) in the location determined to be the most adequate for the use, adjacent to the Navy Property where the Building 1287 is currently located. BVRAC recommended

that the field be located outside of the CRA boundaries.

2. Move the USCG Ingham for the best and most efficient design of the future marina (perpendicular to seawall). Additionally the TWAB recommends that a business plan be required from the Miami Dade Historical Maritime Museum for the future financial viability of the Ingham.
3. Demolish Building 1287 in order to more cost effectively build a new community recreation center in a more appropriate location on the site that serves the needs of the community, including but not limited to the Police Athletic League and horse stables needs. Additionally TWAB and BVRAC recommend that demolition not occur until plans are in place for the new community center.
4. Accommodate future power boat and sail boat races and other events utilizing trailers, vendor displays, storage and boat displays on hard surface areas only including streets, parking lots, the East Quay and the proposed event lawn adjacent to Building 103. Request the use of the adjacent west Navy Mole Pier property as an auxiliary area for the event.
5. Design the amphitheater to provide approximately 250 fixed seats with informal lawn seating that can also be used as recreation area. The BVRAC recommends that no more than 250 seats be allowed.

Advantages/Disadvantages and Financial Impact

Without the benefit of financial impact assessments staff is not fully aware of the financial impacts of the five issues; however based on available information and information provided by the parties of interest related to the five concerns discussed herein staff has provided a brief summary within the attached Background Information.

Recommendation:

Based on the conclusions of the joint meeting, city staff recommends to the LRA that the Truman Waterfront Park Master Plan be designed with the following fixed elements as follows:

1. Build a minimum 110 yard x 65 yard multi-use field adjacent to the Navy Property where Building 1287 is currently located.
2. Require the Miami Dade Historical Maritime Museum to relocate the USCG Ingham perpendicular to and at the south end of the East Quay seawall.
3. Demolish Building 1287 and design, fund, and construct a needs based community recreation center in a more appropriate location on the site that serves the needs of the community.
4. Accommodate future power boat races and sail boat races and other events utilizing trailers, vendor displays, storage and boat displays on hard surface areas only including streets, parking lots, the East Quay and the proposed event lawn adjacent to Building 103. Request the use of the adjacent west Navy Mole Pier property as an auxiliary area for the event.
5. Design the amphitheater to provide approximately 250 fixed seats with informal lawn seating that can also be used as a multi-use recreation area.

MEMORANDUM

DATE: January 31, 2013

RE: Truman Waterfront Park-DRC Meeting Notes and Comments

FROM: Karen DeMaria, Urban Forestry Manager, City of Key West

On behalf of the Tree Commission, I reviewed the preliminary plans for the Truman Waterfront Park and made the following comments during the DRC meeting on January 31, 2013.

*I object to the planting of Redbay and Eucalyptus trees as canopy trees. These trees do not naturally occur anywhere in the Florida Keys and therefore, should not be considered for planting. It is preferred that the consultant use trees native to the Florida Keys or trees found to naturally occur in the Key West area (such as those listed in Sec 110-253 of the City of Key West Tree Protection code).

*The project needs to be reviewed twice by the Tree Commission. The first time for preliminary review and the second time for plan approval just prior to getting final authorization from the City Commission. Permits will be required for the actual removal, relocation work and will be considered at a separate time.

*A short term and long term maintenance plan is needed to ensure the survivability and long term health of all the plants proposed to be placed in the park (trees, shrubs, flowers, grasses). At the present time, the City of Key West does not have the staff nor the equipment to properly take care of any planting planned for the project.

Exhibit 6

Exhibit 7

Key West Community Center Needs Analysis

May 3, 2012 Meetings

Group	Contact	Number	Need	Meeting Day	Time
Boys and Girls Club	Dan Dombroski	(305) 296-2258	After School: 6:5-7:5 Kids, 1-6:00, summer 120 kids, Summer 7:45-6:00, Computers tutoring, life skills, Arts/crafts, USAID Appraisal kitchen, need for dry food and, Baking storage, Age 5 and above, play ground, need of pool; movies 10-12	05/03/12 need facilities Gym facilities Comp. Lab	1:00 PM
City of Key West	Greg Veliz	(305) 747-3659	Meeting space, max 50, fitness Area, adult league basketball space, computers, music + art space, pool	05/03/12	3:00 PM
Police Athletic League	Kathleen Ream	(305) 619-0286	open fields, restrooms, class rooms, 60 separate kids, location to attractions, storage for gear (small), Boxing ring, wrestling mats, art room, locker-changing rooms	05/03/12	8:30 AM
Business/Restaurant Community	Jimm Gillera/Amy Culiver	(305) 304-2400	5000 sq ft kitchen, restaurant, 30-40 seats, better location than FKRC	05/03/12	2:00 PM
KWPD Mounted Police	Officer Alberto DeValasco	(305) 809-1111	4-shalls - similar space to existing round pen 45' Diameter, orientation of stalls, tack room (needs to be A/E - 10 x 20), Feed Room (A/C), parking for trailer (45') - computers, dumpster access from Top (14 x 14)	05/03/12	9:00 AM
AYSO	Tom Coward	(305) 849-1180	meeting Room (50-75) concession stand, restrooms, 8 x 24 portable goals, heat with field turf, 110 x 65 playing surface, North/South	05/03/12	11:00 AM

Nicole Malo

Subject: FW: Truman Waterfront and PAL needs

From: Deglys Chavarria [mailto:dchavarr@keywestcity.com]
Sent: Wednesday, March 14, 2012 10:43 AM
To: Nicole Malo
Cc: Don Craig; Doug Bradshaw; Kathleen Ream
Subject: Re: Truman Waterfront and PAL needs

We do not use the back half of the building where the kitchen and boiler rooms are located. We have been managing with the space we currently occupy, ideally we would like to have more space in order to expand the programs without compromising the safety of the kids. Because of the size of the equipment and programs i believe this would be the minimal space we require. Thanking you in advance.

On Wed, Mar 14, 2012 at 10:26 AM, Nicole Malo <nmalo@keywestcity.com> wrote:

Thanks Deglys,
are all portions of the building occupied, including offices and storage areas? Are all these areas utilized and necessary for the function of the recreation facility? and is the same area needed for the facility to be the most efficient? Would more space, less space or a better configured space meet your needs better?

Nicole Malo

Planner

City of Key West Planning Department

[305-809-3778](tel:305-809-3778)

From: Deglys Chavarria [mailto:dchavarr@keywestcity.com]
Sent: Wednesday, March 14, 2012 10:20 AM
To: nmalo@keywestcity.com
Cc: Doug Bradshaw; Don Craig; Kathleen Ream
Subject: Re: Truman Waterfront and PAL needs

Good morning,

Below is the information requested regarding the current use of the PAL GYM.

Boxing Total Square Footage- 2017.71 (Length 42.3 ft Width 47.7)

Wrestling/ Mix Martial Arts/ Grappling/ Cheerleaders Total Square Footage- 2580.57 (Length 54.1 ft Width 47.7 ft)

Weight Room Total Square Footage- 1807.00 (Length 65 ft Width 27.8 ft)

Front Office Space- 106.14 (Length 12.2 ft Width 8.7 ft)

Back Office- 54.51 (Length 7.9 ft Width 6.9 ft)

Storage- 242.2 (Length 27.2 ft Width 8.9 ft)

Mounted Officer Delsante will have the measurements currently used by the Key West Police Mounted Unit done before closing day.

On Mon, Mar 12, 2012 at 1:13 PM, <nmalo@keywestcity.com> wrote:

One Team. One Goal. Save Lives.

Officer D. Chavarria
Traffic Unit
K.W.P.A.L President
Key West Police Department
1604 North Roosevelt Blvd
Key West, FL 33040
e-mail- dchavarr@keywestcity.com
Phone- 305.809.1034

One Team. One Goal. Save Lives.

Officer D. Chavarria
Traffic Unit
K.W.P.A.L President
Key West Police Department
1604 North Roosevelt Blvd
Key West, FL 33040
e-mail- dchavarr@keywestcity.com
Phone- 305.809.1034

From: [Jay Gewin](#)
To: [Nicole Malo](#)
Cc: [Don Craig](#); [Ralph Estevez](#); [john.bartelmo](#)
Subject: Truman Waterfront Meeting
Date: Friday, November 30, 2012 4:30:52 PM

Nicole,

I apologize, but I will be unable to attend the meeting on the Truman Waterfront next Friday. I'll be away on City business in Tallahassee.

Ralph Estevez and John Bartelmo from OMI will be present, and will be able to answer any utility questions you have regarding sewer or stormwater infrastructure.

In regards to solid waste - I would suggest that for all buildings on the site that generate waste - that sufficient space is provided not only for trash (toters/dumpsters/or compactors), but also for recycling containers. It is a policy that should be implemented Citywide so that fewer businesses could use insufficient space for recycling containers as an excuse for not recycling.

Thanks,

Jay Gewin
Utilities Manager
City of Key West
305-809-3902

Exhibit 8

Truman Waterfront Park

THE CITY OF KEY WEST
DATE: 7-16-2012



CONCEPT 3

LEGEND

- Navy Property
- FKACC Site
- State Property

0° 30' 00" 120° 15' 00"

Mile Pier

Proposed Marina

Amphitheater

Mile Pier Control Gate

Proposed Foot Bridge

Public Parking - 79 sp

Generator Building

Interactive Fountain

Public Parking - 110 sp

Pedestrian Access

Maintenance Facility

Pedestrian Access

Turn Around

KAPD Horse Stables

Public Parking - 85 sp

Community Center

Community Playground

NOMA Employee Parking

NOMA

NOMA Visitor Parking

Multi Use Recreation Field

Boat Launch

FACTS Tower

US Navy Base

FKACC Site

Exhibit 9



City of Key West, FL

Old City Hall
510 Greene Street
Key West FL 33040

Meeting Agenda Full Detail - Final Development Review Committee

Thursday, January 31, 2013

10:00 AM

Old City Hall

ADA Assistance: It is the policy of the City of Key West to comply with all requirements of the Americans with Disabilities Act (ADA). Please call the TTY number at 305-809-1000 or the ADA Coordinator at 305-809-3951 at least five business days in advance for sign language interpreters, assistive listening devices, or materials in accessible format.

Call Meeting to Order

Pledge of Allegiance to the Flag

Roll Call

Approval of Agenda

Discussion Items

- 1 Major Development Plan - Truman Waterfront Park (RE# 00001630-001000, RE# 00001630-000801 and RE# 00001630-001100) - A request for a Major Development Plan for the Truman Waterfront Park as per Section 108-91 (2) b. and c., of the Land Development Regulations of the Code of Ordinances of the City of Key West.**

Attachments: [Summary of Park Master Plan](#)
[Truman Waterfront Submittal and Approval Schedule.pdf](#)
[Application, Authorization, Ownership](#)
[Quitclaim Deed](#)
[Application Narrative](#)
[MCPA Record Cards](#)
[Site Plan Index](#)
[Overall Site Plans](#)
[Survey](#)
[Horse Stables Elevation and Floor Plan](#)
[Community Center Elevation and Floor Plan](#)
[Tree Disposition Plan \(Sections\)](#)
[Landscape Plan](#)
[Conceptual Drainage Plan \(Sections\)](#)
[Electrical and Lighting Plan](#)
[Building 103 Elevation and Floor Plans](#)
[Traffic Impact Statement](#)

3

Variances - Truman Waterfront Park (RE# 00001630-001000, RE# 00001630-000801 and RE# 00001630-001100) - A request for variances to parking requirements and to substitute additional bicycle parking for the Truman Waterfront Park Master Plan as per Section 108-572, Section 108-574, and Section 90-391 of the Land Development Regulations of the Code of Ordinances of the City of Key West.

Attachments: [Summary of Park Master Plan](#)
[Truman Waterfront Submittal and Approval Schedule.pdf](#)
[Variance Application](#)
[Authorization, Ownership](#)
[MCPA Record Cards](#)
[Survey](#)
[Overall Site Plans](#)
[Tree Disposition Plan \(Sections\)](#)
[Conceptual Drainage Plan \(Sections\)](#)
[Landscape Plan](#)
[Community Center Elevation and Floor Plan](#)
[Horse Stables Elevation and Floor Plan](#)
[Building 103 Elevation and Floor Plans](#)
[Electrical and Lighting Plan](#)
[Traffic Impact Statement](#)
[Summary of Park Master Plan](#)
[Appendix C - ALL Site Plans](#)
[Site Survey Plans](#)
[Zoning Overlay Map](#)

Adjournment

Minutes of the Development Review Committee

January 31, 2013

Approved March 28, 2013

Planning Director, Don Craig called the Development Review Committee Meeting of January 31, 2013 to order at 10:02am at Old City Hall, in the antechamber at 510 Greene Street, Key West.

ROLL CALL

Present were: Planning Director, Don Craig; Recreation Director, Rod Delostrinos; Engineering Services Director, Elizabeth Ignaffo; Forestry Manager, Karen DeMaria; ADA Coordinator, Diane Nicklaus; Fire Department, Jason Barroso; Police, Steve Torrence; HARC Planner, Enid Torregrosa; Building Official, John Woodson; Sustainability Coordinator, Alison Higgins.

Also in attendance were: Planning Department staff: Brendon Cunningham and Nicole Malo.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

DISCUSSION ITEMS

New Business

- 1. Major Development Plan – Truman Waterfront Park (RE# 00001630-001000, RE# 00001630-000801 and RE# 00001630-001100) – A request for a Major Development Plan for the Truman Waterfront Park as per Section 108-91 (2) b. and c., of the Land Development Regulations of the Code of Ordinances of the City of Key West.**

Items 1 and 2 were heard concurrently.

Ms. Malo gave members an overview of the major development plan request.

The applicant, Randy Hollingworth, Bermello Ajamil & Partners, Inc., gave members an overview of the request.

The following member of the public gave comments: Ron Demes, Ex-Officio, U.S. Navy

Mr. Barroso informed the applicant of the following:

- Angela Street two-way from Simonton Street out of the Fire Station #2 all the way through into Truman Waterfront entrance for Angela Street.
- Eaton Street entrance emergency access for Fire Department and Rescue vehicles only. Will need all weather surfaces to support Emergency vehicles.
- Amphitheater needs a designated area for Fire Department and Rescue vehicles only. Will need to provide a Fire Department connection and sprinkler Amphitheater. Location of connection to be approved by Fire Marshall prior to development approval.
- All fire hydrants, fire wells, and hose cabinets need to be applied for and approved by the Fire Marshall prior to development approval.
- All turnarounds and main entrance roundabout shall accommodate our largest truck Ladder 1.
- Provide Fire Department access for Fire Truck for emergency purposes located on both sides of the boat ramp. This will provide access to existing boat pier and outer mole area. Will need all weather surfaces to support Emergency vehicles.

Minutes of the Development Review Committee

January 31, 2013

Approved March 28, 2013

Mrs. DeMaria objected to the planting of Redbay and Eucalyptus trees as canopy trees. She stated the trees do not naturally occur anywhere in the Florida Keys and therefore, should not be considered for planting. It is preferred that the consultant use trees native to the Florida Keys or trees found to naturally occur in the Key West area (such as those listed in Sec 110-253 of the City of Key West Tree Protection code). She then stated that the project needs to be reviewed twice by the Tree Commission. The first time for preliminary review and the second time for plan approval just prior to getting final authorization from the City Commission. Permits will be required for the actual removal, relocation work and will be considered at a separate time. Mrs. DeMaria also stated that a short term and long term maintenance plan is needed to ensure the survivability and long term health of all the plants proposed to be placed in the park (trees, shrubs, flowers, grasses). At the present time, the City of Key West does not have the staff or the equipment to properly take care of any planting planned for the project.

Mr. Delostrinos requested a long term maintenance plan to increase in-house staff levels or contract out.

Ms. Higgins commented on the great job on the multi-modal. She requested to include preferred parking for low emission vehicles since parking lots are often included in a buildings property boundary for LEED projects. She requested for next iteration, more information on what the surface materials are and how pervious they are.

- Concurrency Information: City will be working with our new LDR's to create ways to reduce the demand side of our LOS's.
- Regarding water, she requested to aim for even less than 50% less than zoning requires and less than 4% of FKAA allowed potable. Cistern use on buildings will be helpful as a start, then greywater for landscaping.
- Regarding solid waste, she stated the applicant sure to add separate spots for trash, recycling and yard waste.
- She commented that the estimated numbers may be off as the horse stable puts out 200lbs of compostable per day.
- She commented on the lighting specifically mentioned Dark Skies guidelines and include information on Life Cycle costs as we get further refined in detail.
- Landscaping: From the plan thus far, they are very close to being able to get the park certified with Florida Yards and Neighborhoods as well as National Wildlife Federation. We should do so.

Mrs. Ignaffo stated that Pursuant to the Code of Ordinances, Chapter 108, Article II, the following comments pertaining to the Site, Conceptual Drainage, and Lighting, and Community Center Plans are provided:

- Sanitary Sewer
- The proposed Amphitheater includes 250 fixed seats and 15,000 square foot lawn area, sufficient facilities shall be provided to serve the maximum occupancy, in accordance with the Florida Building Code: Plumbing Section 403 and Chapter 64E-6.0101, F.A.C. If portable restrooms will be utilized, please designate locations within the Amphitheater, and comply with Life Safety Code means of egress.
- She requested they coordinate sanitary sewer design and points of connection through Engineering Services Department.
- Coordinate potable water service through Florida Keys Aqueduct Authority, including utility design, points of connection, and capacity determination for fire protection, facilities, water features, and irrigation.
- Storm water Management System

Minutes of the Development Review Committee

January 31, 2013

Approved March 28, 2013

- Conceptual Drainage Plan proposes construction of a system of storm drain inlets, piping, and dry retention ponds to receive and treat storm water runoff equivalent to one and a half inches over the entire park area, followed by disposal via two gravity injection wells. The Conceptual Drainage Plan will provide pre-treatment and disposal, as required in Chapter 108, Article VIII.
- Solid Waste
- A waste storage facility, i.e., dumpster yard, shall be provided for the Amphitheater, and located to allow access to dumpsters for use and pickup by service personnel. The yard shall be sized to contain multiple containers, providing capacity for recycle, trash, cardboard, bulk materials.
- Trash, recycle, and landscaping waste storage of sufficient capacity shall be provided for at the Community Center, Building 103, and Maintenance Facility. All waste storage areas shall be screen and located, in accordance Secs. 108-279 and -280.
- Roadway
- The plan proposes two-way park access at Angela Street and Southard Street, and construction of a 40-foot roadway that includes eight-foot bike lanes on each side, vehicle roundabouts, and a 32-foot road with four-foot bike lanes on each side.
- A relatively straight section of roadway from the Mole Pier park entrance roundabout to the Naval Base entrance may experience traffic traveling at a higher than acceptable rate of speed. This section of roadway includes three pedestrian crossings. Pedestrian and bicyclist safety is a concern.
- Traffic calming treatments that have been incorporated into the plan include textured and color pigmented pavement at crosswalks and along bike lanes which will create driver awareness to pedestrians and bicyclists. Marked crosswalks are typically ineffective at affecting a motorist's velocity. More appropriate traffic calming treatments for reducing vehicle speed include raised crosswalks and roadway geometry features, such as curved and narrowed travel lane width, installation of speed humps with barrier between travel lane and bicycle lane, and creation of median islands at pedestrian crossings. Please address and build into the roadway design traffic calming measures that will reduce the speed of traffic and ensure the safety of pedestrians and bicyclists.
- Olivia Street, Petronia Street and Geraldine Street are shown on the plan to be two-way traffic. These streets are one-way traffic. Please revise the site plan to show these streets to one-way. Parking Areas and Loading Spaces Scooter parking spaces are not shown on the site plan. Please provide scooter parking spaces,
 - minimum dimensions 3'x6', equally spaced, and located near features and entrances. Parking facilities are located more than 500 feet from the CGC Ingham Museum. Passenger bus drop-off loading zone is not provided. Please provide parking and passenger loading zone facilities to accommodate visitors with disabilities. ADA accessible parking spaces and routes shall be provided in accordance with Florida Building Code: Accessibility.
- The parking area for the Amphitheater is located across the road. Pedestrian crosswalks are not provided from the parking area to the Amphitheater. Crosswalks should be raised or incorporate medians, which are traffic calming measures that will slow vehicles, thereby reducing speeds. The Amphitheater loading zone space is not shown on the site plan. Please provide loading zones for the Amphitheater, as necessary for delivery of production equipment, supplies, and emergency vehicle access. Vehicle access to the rear of the Amphitheater is not show. Please provide a service/emergency access road to the rear of the Amphitheater. Provide passenger and bus drop/off loading zones for the Community Center, and include bus parking, sufficient to serve events held at the Amphitheater and Community Center. Provide and identify passenger drop/off and delivery loading zones for the Historic Building 103. Provide employee vehicle parking and equipment storage area at the Potential Maintenance Facility.
- Site Lighting
- Exterior lighting shall be shielded to minimize impact on the surrounding properties, installed in accordance with Sec. 108-284. Parking areas and bicycle racks shall be thoroughly illuminated. Please coordinate lighting plans, including fixture intensities and locations, with the U.S. Navy and U.S. Coast Guard, Sector Key West.

Minutes of the Development Review Committee

January 31, 2013

Approved March 28, 2013

Mr. Torrence requested traffic for trollies, proper lighting, lot (lighting requested industry/park standards).
Emergency call boxes throughout park.

Keys Energy comments:

- KEYS will need to have an easement for access to power poles within the Navy 50 foot set. No trees or swales are to be within the easement. KEYS will need to have heavy truck access.
 - Existing overhead temporary facilities feeding the Coast Guard "The Ingram" will need to be relocated and cost to be paid by others.
 - Requested an easement for the existing electrical facilities behind KEYS' Angela Street substation. No trees or swales are to be within the easement. KEYS will need to have heavy truck access.
 - Requested a Master Plan for the current and future facilities as it relates to electrical loads.
2. **Variances – Truman Waterfront Park (RE# 00001630-001000, RE# 00001630-000801 and RE# 00001630-001100) – A request for variances to parking requirements and to substitute additional bicycle parking for the Truman Waterfront Park Master Plan as per Section 108-572, Section 108-574, and Section 90-391 of the Land Development Regulations of the Code of Ordinances of the City of Key West.**

Item heard with item 5, please see comments above.

ADJOURNMENT

Meeting adjourned at 11:19am.

**Respectfully submitted by,
Karen de Berjeois
Administrative Assistant II
Planning Department**



(305) 295-1000
1001 James Street
PO Box 6100
Key West, FL 33040-6100
www.KeysEnergy.com

UTILITY BOARD OF THE CITY OF KEY WEST

January 31st, 2013

Mr. Don Craig
City of Key West
PO Box 1409
Key West, Florida 33040

RE: SPECIAL DEVELOPMENT REVIEW COMMITTEE MEETING
KEYS ENERGY SERVICES COMMENTS MEETING OF January 31st, 2013.

Dear Mr. Don Craig:

Keys Energy Services (KEYS) received the Special Development Review Committee Agenda for January 31st, 2013. KEYS has reviewed the items that will be discussed at the City's Development Review Committee meeting.

Below are KEYS' comments:

1. LOCATION: Truman Waterfront Park – Major Development Plan
COMMENT: KEYS will need to have an easement for access to power poles within the Navy 50 foot set. No trees or swales are to be within the easement. KEYS will need to have heavy truck access.

Existing overhead temporary facilities feeding the Coast Guard "The Ingram" will need to be relocated and cost to be paid by others.

KEYS will need an easement for the existing electrical facilities behind KEYS' Angela Street substation. No trees or swales are to be within the easement. KEYS will need to have heavy truck access.

Need to have Master Plan for current and future facilities as it relates to electrical loads.
2. LOCATION: Truman Waterfront Park – Variances
COMMENT: KEYS has no objections to the Variances.

Thank you for giving KEYS the opportunity to participate in the City's review process. If you have any questions, please call me at 295-1055.

Sincerely,

Matthew Alfonso

Matthew Alfonso

Matthew Alfonso
Supervisor of Engineering
Matthew.Alfonso@KeysEnergy.com

MA/mpd

c:
L. Tejada, General Manager & CEO
J. Wetzler, Asst. General Manager & CFO
D. Finigan, Director of Engineering & Control
A. Tejada, Director of Customer Service
File: PLI-132



City of Key West, FL

Old City Hall
510 Greene Street
Key West FL 33040

Meeting Agenda Full Detail - Final Development Review Committee

Friday, March 14, 2014

10:00 AM

Old City Hall

ADA Assistance: It is the policy of the City of Key West to comply with all requirements of the Americans with Disabilities Act (ADA). Please call the TTY number at 305-809-1000 or the ADA Coordinator at 305-809-3731 at least five business days in advance for sign language interpreters, assistive listening devices, or materials in accessible format.

Call Meeting To Order

Pledge of Allegiance to the Flag

Roll Call

Approval of Agenda

Discussion Items

- 1 Conditional Use - Truman Waterfront (RE# 00001630-001000; AK# 9038855)** - An application for a Conditional Use for a restaurant within the Truman Waterfront parcel located in the Historic Public Service and Semipublic Service -1 (HPS-1) zoning district pursuant to Section 122-61 of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.

- Attachments:** [1 MDP and CU Application Narrative](#)
[2 Index - Entire Application](#)
[3 Appendix A-B. Application Form and Ownership](#)
[4 Appendix C. Plan Index](#)
[5 Appendix C. Site Plans and Illustrative Plans](#)
[6 Appendix C. Dimensioned Site Plans](#)
[7 Appendix C. Survey](#)
[8 Appendix C. Tree Disposition Plans](#)
[9 Appendix C. Conceptual Drainage Plans](#)
[10 Appendix C. Historic Bldg 103](#)
[11 Appendix C. Horse Stables](#)
[12 Appendix C. Community Center](#)
[13 Appendix C. Amphitheatre Elevations](#)
[14 Appendix C. Lighting](#)
[15 Appendix C. Landscape Plans](#)
[16 Appendix D-F. Traffic](#)
[17 Appendix G. Legal Description](#)
[18 2002 EDC Deed - Signed & recorded](#)
[19 DRC Minutes MDP and Variance - 20130131](#)
[20 DEO Notice of Intent - Ord 13-25](#)

- 2** **Easement - 711 Duval Street (RE# 00015760-000000; AK# 1016136) - A** request for an easement in order to maintain an existing marquee and add a new retractable awning on the Duval Street right-of-way on property located within the Historic Residential Commercial Core (HRCC-1) zoning district pursuant to Section 2-938 of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.

Attachments: [711 Duval - Easement](#)
[711 Duval - Google Earth image](#)

- 3** **Easement - 801 Emma Street (RE# 00014640-000000; AK# 1015024) - A** request for an easement in order to maintain an existing concrete porch on the Emma Street right-of-way on property located within the Historic Neighborhood Commercial (HNC-3) zoning district pursuant to Section 2-938 of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.

Attachments: [801 Emma - Easement](#)
[801 Emma Google Earth Image](#)

Reports

Exhibit 11

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

In re: A LAND DEVELOPMENT REGULATION
ADOPTED BY THE CITY OF KEY WEST,
FLORIDA, ORDINANCE NO.13-25

FINAL ORDER APPROVING
CITY OF KEY WEST ORDINANCE NO. 13-25

The Department of Economic Opportunity (“Department”) hereby issues its Final Order, pursuant to §§ 380.05(6) and (11), Fla. Stat., approving land development regulations adopted by the City of Key West, Florida, Ordinance No. 13-25 (the “Ordinance”).

FINDINGS OF FACT

1. The City of Key West is designated as an area of critical state concern pursuant to § 380.05(1), Fla. Stat., and Chapter 28-36, Fla. Admin. Code. Land development regulations adopted by the City of Key West do not become effective until approved by the Department by final order. §§ 380.05(6) and (11), Fla. Stat.
2. The Ordinance was adopted by the City of Key West on December 3, 2013.
3. The Ordinance amends the City’s Code of Ordinances, Chapter 122 of the Land Development Regulations, Sections 122-756 through 122-760, 122-966 through 122-970, 122-1111, and 122-1151 to amend the HRCC-4 and HPS-1 zoning districts and conditional use provisions related to development of the Truman Waterfront. In particular, the Ordinance provides that parks and recreational activities, community centers, cultural centers, and civic activities, and commercial and retail are permitted uses in the HRCC-4 and HPS-1 zoning districts applicable to Truman Waterfront; makes waterfront restaurants and food service uses conditional uses; removes references to the Harbor; deletes industrial and marine, boat, and sales

activities as allowed uses; modifies height restrictions, lot coverage, floor area ratio, front setbacks, and rear setbacks; and deletes minimum lot size requirements.

CONCLUSIONS OF LAW

4. The Department is required to approve or reject land development regulations that are adopted by any local government in an area of critical state concern. §§ 380.05(6) and (11), Fla. Stat.

5. "Land development regulations" include local zoning, subdivision, building, and other regulations controlling the development of land. § 380.031(8), Fla. Stat. The regulations adopted by the Ordinance are land development regulations.

6. All land development regulations enacted, amended, or rescinded within an area of critical state concern must be consistent with the principles for guiding development for that area. §§ 380.05(6) and (11), Fla. Stat. The Principles for Guiding Development for the City of Key West Area of Critical State Concern are set forth in Rule 28-36.003(1), Fla. Admin. Code ("Principles").

7. The Ordinance is consistent with the Principles as a whole and specifically furthers the following Principles in Rule 28-36.003(1), Fla. Admin. Code:

(a) Strengthen local government capabilities for managing land use and development.

(h) Protection of the public health, safety, welfare, and economy of the City of Key West, and the maintenance of Key West as a unique Florida resource.

8. The Ordinance is consistent with the City of Key West Comprehensive Plan Future Land Use Element Policy 1-1.1.8.

WHEREFORE, IT IS ORDERED that City of Key West Ordinance No. 13-25 is found to be consistent with the Principles for Guiding Development for the City of Key West Area of

Critical State Concern and is hereby APPROVED.

This Order becomes effective 21 days after publication in the Florida Administrative Register unless a petition is timely filed as described in the Notice of Administrative Rights below.

DONE AND ORDERED in Tallahassee, Florida.



WILLIAM B. KILLINGSWORTH
Director, Division of Community Development
Department of Economic Opportunity

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS ORDER HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, REGARDING THE AGENCY'S ACTION. DEPENDING UPON WHETHER YOU ALLEGE ANY DISPUTED ISSUE OF MATERIAL FACT IN YOUR PETITION REQUESTING AN ADMINISTRATIVE PROCEEDING, YOU ARE ENTITLED TO EITHER AN INFORMAL PROCEEDING OR A FORMAL HEARING.

IF YOUR PETITION FOR HEARING DOES NOT ALLEGE ANY DISPUTED ISSUE OF MATERIAL FACT CONTAINED IN THE DEPARTMENT'S ACTION, THEN THE ADMINISTRATIVE PROCEEDING WILL BE AN INFORMAL ONE, CONDUCTED PURSUANT TO SECTIONS 120.569 AND 120.57(2) FLORIDA STATUTES, AND CHAPTER 28-106, PARTS I AND III, FLORIDA ADMINISTRATIVE CODE. IN AN INFORMAL ADMINISTRATIVE PROCEEDING, YOU MAY BE REPRESENTED BY COUNSEL OR BY A QUALIFIED REPRESENTATIVE, AND YOU MAY PRESENT WRITTEN OR ORAL EVIDENCE IN OPPOSITION TO THE DEPARTMENT'S ACTION OR REFUSAL TO ACT; OR YOU MAY EXERCISE THE OPTION TO PRESENT A WRITTEN STATEMENT CHALLENGING THE GROUNDS UPON WHICH THE DEPARTMENT HAS CHOSEN TO JUSTIFY ITS ACTION OR INACTION.

IF YOU DISPUTE ANY ISSUE OF MATERIAL FACT STATED IN THE AGENCY ACTION, THEN YOU MAY FILE A PETITION REQUESTING A FORMAL ADMINISTRATIVE HEARING BEFORE AN ADMINISTRATIVE LAW JUDGE OF THE DIVISION OF ADMINISTRATIVE HEARINGS, PURSUANT TO SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, AND CHAPTER 28-106, PARTS I AND II, FLORIDA ADMINISTRATIVE CODE. AT A FORMAL ADMINISTRATIVE HEARING, YOU MAY

BE REPRESENTED BY COUNSEL OR OTHER QUALIFIED REPRESENTATIVE, AND YOU WILL HAVE THE OPPORTUNITY TO PRESENT EVIDENCE AND ARGUMENT ON ALL THE ISSUES INVOLVED, CONDUCT CROSS-EXAMINATION AND SUBMIT REBUTTAL EVIDENCE, SUBMIT PROPOSED FINDINGS OF FACT AND ORDERS, AND FILE EXCEPTIONS TO ANY RECOMMENDED ORDER.

IF YOU DESIRE EITHER AN INFORMAL PROCEEDING OR A FORMAL HEARING, YOU MUST FILE WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY A WRITTEN PLEADING ENTITLED, "PETITION FOR ADMINISTRATIVE PROCEEDINGS" WITHIN 21 CALENDAR DAYS OF PUBLICATION OF THIS NOTICE. A PETITION IS FILED WHEN IT IS **RECEIVED** BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF GENERAL COUNSEL
107 EAST MADISON STREET, MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX NUMBER 850-245-7150
CLERK'S EMAIL: JAMES.BELLFLOWER@DEO.MYFLORIDA.COM

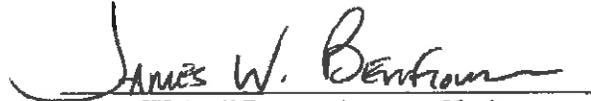
THE PETITION MUST MEET THE FILING REQUIREMENTS IN RULE 28-106.104(2), FLORIDA ADMINISTRATIVE CODE. IF AN INFORMAL PROCEEDING IS REQUESTED, THEN THE PETITION SHALL BE SUBMITTED IN ACCORDANCE WITH RULE 28-106.301, FLORIDA ADMINISTRATIVE CODE. IF A FORMAL HEARING IS REQUESTED, THEN THE PETITION SHALL BE SUBMITTED IN ACCORDANCE WITH RULE 28-106.201(2), FLORIDA ADMINISTRATIVE CODE.

A PERSON WHO HAS FILED A PETITION MAY REQUEST MEDIATION. A REQUEST FOR MEDIATION MUST INCLUDE THE INFORMATION REQUIRED BY RULE 28-106.402, FLORIDA ADMINISTRATIVE CODE. CHOOSING MEDIATION DOES NOT AFFECT THE RIGHT TO AN ADMINISTRATIVE HEARING.

YOU WAIVE THE RIGHT TO AN INFORMAL ADMINISTRATIVE PROCEEDING OR A FORMAL HEARING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 DAYS OF PUBLICATION OF THIS FINAL ORDER.

CERTIFICATE OF FILING AND SERVICE

I HEREBY CERTIFY that the original of the foregoing Final Order was filed with the undersigned designated Agency Clerk and that true and correct copies were furnished to the persons listed below by the methods indicated this 28 day of February, 2014.



James W. Bellflower, Agency Clerk
Department of Economic Opportunity
107 East Madison Street, MSC 110
Tallahassee, FL 32399-4128
Telephone: 850-245-7160

By U.S. Mail:

The Honorable Craig Cates
Mayor, City of Key West
3216 Flagler Avenue
Key West, FL 33040

Cheryl Smith, City Clerk
3216 Flagler Avenue
Key West, FL 33040

Donald Leland Craig, AICP
City Planner
3140 Flagler Avenue
Key West, FL 33040

Public Notices
(radius map & mailing list)

Public Meeting Notice

The Key West Planning Board will hold a public hearing at 6:00 p.m., March 20, 2014 at Old City Hall, 510 Greene Street, Key West, Florida, (Behind Sloppy Joe's Bar). The purpose of the hearing will be to consider a request for:

Major Development Plan, Conditional Use and Parking Variance to allow bicycle substitution - Truman Waterfront Park (RE# 00001630-001000, AK 9038855; RE# 00001630-001100, AK# 9038866)
– Requests for a major development plan, conditional use and variance to substitute additional bicycle parking, for the development of Truman Waterfront Park Master Plan located in the Historic Public Service and Semipublic Service -1 (HPS-1), Historic Medium Density Residential (HMDR), Historic Residential Commercial Core – 4 (HRCC-4) and the Historic Neighborhood Commercial – 2 (HNC-2) zoning districts, pursuant to Section 90-391, 108-574, 108-91(A.)(2.)b. and c., and 122-61 of the Land Development Regulations of the Code of Ordinances of the City of Key West.

If you wish to see the application or have any questions, you may visit the Planning Department during regular office hours at 3140 Flagler Avenue call 809-3720 or visit our website at www.keywestcity.com.

THIS NOTICE CAN NOT BE REMOVED FROM THE SITE UNTIL AFTER PLANNING BOARD DETERMINATION

RESOLUTION NO. 14-095

A RESOLUTION OF THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY OF THE CITY OF KEY WEST (LRA) APPROVING TASK ORDER No. 2, FOR TRUMAN WATERFRONT DESIGN SERVICES, UNDER THE "AGREEMENT BETWEEN CITY OF KEY WEST NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY AND BERMELLO AJAMIL AND PARTNERS, INC. FOR PROFESSIONAL LANDSCAPE ARCHITECTURAL/ ENGINEERING/ ARCHITECTURAL/LAND SURVEYOR SERVICES FOR TRUMAN WATERFRONT UPLAND DESIGN AND CONSTRUCTION ADMINISTRATION" IN AN AMOUNT NOT TO EXCEED \$1,034,365.00; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 11-327, the LRA awarded a contract to Bermello Ajamil and Partners, Inc. for services related to the Truman Waterfront Upland Design and Construction Administration, and in Resolution 12-065 awarded Task Order No. 1.

NOW, THEREFORE, BE IT RESOLVED BY THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY, AS FOLLOWS:

Section 1: That Task Order No. 2 for Design Services under the "Agreement Between City of Key West Naval Properties Local Redevelopment Authority and Bermello Ajamil and Partners, Inc. Professional Landscape Architectural/ Engineering/Architectural/Land Surveyor Services for Truman Waterfront Upland Design and Construction Administration" is

hereby approved in an amount not to exceed \$1,034,365.00.

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

Passed and adopted by the Naval Properties Local Redevelopment Authority at a meeting held this 1st day of April, 2014.

Authenticated by the presiding officer and Clerk of the Authority on April 2, 2014.

Filed with the Clerk April 2, 2014.

Chairman Craig Cates	<u>Yes</u>
Commissioner Terri Johnston	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Mark Rossi	<u>No</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>
Commissioner Tony Yaniz	<u>Yes</u>

ATTEST:


CHERYL SMITH, CITY CLERK


CRAIG CATES, CHAIRMAN



THE CITY OF KEY WEST

3140 Flagler Ave. Key West, FL 33040 (305) 809-3792

TO: Bob Vitas, City Manager

FROM: James Bouquet, Director of Engineering

CC: E. David Fernandez, Asst. City Manager
Don Craig, Planning Director
Doug Bradshaw, Port and Marine Services Director

DATE: March 10, 2014

SUBJECT: Approving Task Order 2 to Bermello Ajamil and Partners, Inc. for Truman Waterfront Phase 1 Design in the amount of \$1,034,365.

STATEMENT:

A resolution Approving Task Order 2 to Bermello Ajamil and Partners, Inc. for Truman Waterfront Phase 1 Design in the amount of \$1,034,365.00

PURPOSE & JUSTIFICATION

The City of Key West Naval Properties Local Redevelopment Authority (LRA) awarded RFQ No. 11-004 –Professional Landscape Architectural/ Engineering/Architectural/Land Surveyor Services for Truman Waterfront Upland Design and Construction Administration to Bermello Ajamil and Partners, Inc (BA) in May 2011 (Resolution #11-261). BA's contract was approved in November 2011 (Resolution #11-327).

The first step in the process was finalizing the Master Plan and approval of a Major Development Agreement. BA is currently completing that task under Task Order 1, approved by Resolution #12-065 (\$413,900). The activities proposed in Task Order 2 (attached) will authorize BA and its subconsultants to complete the design and construction bid documents to facilitate construction of approximately 80% of the park. Phase 1 includes the following components:

- Multi-Purpose Building
- Main roadway and utility infrastructure construction
- East Quay Promenade and parking lot construction
- Passive/Active Parkland –North side of property construction
- Building 1287 (PAL) demolition and Multi-Use Field construction
- Horse stables construction

EXHIBITS SUMMARY

At a minimum, the base bid is expected to include site infrastructure, the Multi-Purpose Building (and associated access, parking, utilities, etc), and that portion of the passive grassed recreational areas west of Building 103. Based on construction cost estimates, other Phase I components may be bid as add alternates and subsequently included in the contract based on bid results and available funds.

The Phase I construction cost is currently estimated at \$18,000,000 to \$23,000,000, not including the design fees presented above and future fees associated with Construction Administration. This construction cost range includes an estimated \$3,000,000 for construction of a new 10,000 square foot Multi-Purpose Building to replace the existing PAL building and provide a location for PAL and Boys & Girls Club activities and community events. The Multi-Purpose Building will be constructed on the footprint of the proposed Community Center gym, allowing for future expansion into a complete Community Center.

Not included in Task Order 2 are fees associated with Phase I construction administration (CA) and the design of the amphitheater, remaining portions of the community center, Building 103, and parking/landscaping associated with these areas.

In order to move forward with construction of the Truman Waterfront, the design and construction bid documents must be completed. The current BA schedule indicates approximately 10 months from Notice to Proceed to completion of 100% construction drawings. Based on recent discussions with BA and review of previous BA estimates, the following schedule assumes the cost to construct Phase 1 at approximately \$18,000,000 to \$23,000,000. These costs do not include design and construction administration.

<u>Activity</u>	<u>Target Date</u>
BA Notice to Proceed (NTP):	March 2014
50% Submittal:	August 31, 2014
90% Submittal and Permitting:	November 30, 2014
100% Submittal:	December 31, 2014
Phase I Construction Bids Due:	February 28, 2015
Construction Contractor NTP:	March 31, 2015
Phase I Substantial Completion:	March 31, 2017

PAL building demolition, processing of concrete demolition debris into suitable fill and placing/rough grading of the athletic field will be performed following construction of the new Multi-Purpose Building.

Included in Phase I is the development of an accessway for the U.S Navy (Navy) from the area of Eaton Street easement southward to the Southard Street park entrance. This accessway will be implemented once the Navy informs the City that it has secured unfettered access along the entirety of Eaton Street passing through the lands of the Truman Annex development. In recognition of the commitment on the part of the City to recognize and provide the operational access requirement for the Navy in this location, the Navy will undertake and accomplish the following with regard to the Truman Waterfront Park Plan and existing planned improvements in areas of the City adjacent to Navy property.

- The Navy will lessen the security standoff zone width from 50 feet to 30 feet for all portions of the boundary between City and Navy properties.
- The Truman Waterfront Park will be approved in an expedited manner in the formal 90 day review process following LRA approval.
- All existing conflicts within the 30 feet security standoff zone will be removed by the City.
- The existing easement from Eaton Street to the east quay wall will be terminated and replaced with an easement for access between Eaton Street and Southard Street on the park property.

OPTIONS:

There are two options:

1. Approval of the Task Order in its entirety.
2. Disapprove the Task Order and direct the staff to revise the Phase I park construction scope of work and subsequently obtain a revised Task Order from BA for Phase I design.

By approving the full Task Order the City will be in the position, once Task Order is completed, to move directly into bidding for construction.

FINANCIAL IMPACT:

The cost to complete the Task Order is \$1,034,365. Currently approximately \$12,000,000 is currently budgeted for this project. The budget account is 101-4303-543-6300, Project # GR0703. Completed Phase I funding is based on this \$12,000,000 and annual allocations of \$3,000,000 from the Infrastructure Sales Tax (commencing with the FY 2015 budget).

The total of BA fees for Tasks 1 and 2 represent 6.3% of the estimated Phase I construction cost (\$23,000,000). Staff has performed a comprehensive review of the proposal and has determined that the labor rates are consistent with the existing contract. The Task 2 fee and the mix of labor hours for the labor categories, per phase, are acceptable based on staff's professional opinion. Staff also reviewed the types of subcontract disciplines proposed, and in staff's professional opinion, subcontract fees are fair and reasonable. The total fee is consistent with the fee for projects of similar complexity (6.10% to 6.49%) as established by the State of Florida, Department of Management Services Fee Guide Calculator for Architectural and Engineering Services. Note that the Fee Guide Calculator does not include fees associated with civil engineering and utility related services (those fees are included in the BA fee). Design fees associated with other municipal parks evaluated averaged 5.6%; however, these parks did not include buildings such as a multi-purpose center and horse stables.

RECOMMENDATION:

City staff recommends option # 1, LRA approval of the Task Order in its entirety to design Phase I of the Truman Waterfront Park including the Multi-Purpose Building.

TRUMAN WATERFRONT PARK
PROPOSAL OF SERVICES FOR TASK TWO
BY BERMELLO AJAMIL & PARTNERS, INC.
March 3, 2014

SCOPE OF SERVICES

The scope is divided into six activities of work:

- Activity 1..... Kick Off Meeting/Project Set-up
- Activity 2..... Design Development
- Activity 3..... Construction Documents 50%
- Activity 4..... Construction Documents 90% (Permit Set)
- Activity 5..... Construction Documents 100%
- Activity 6..... Bidding and Contractor Selection Assistance

The following is a detailed scope of the six project activities.

ACTIVITY 1 – KICK OFF MEETING/PROJECT SET-UP

The purpose of this initial activity is to:

- Prepare summary brief of project status to date;
- Confirm the City's vision for the park plan and plan components;
- Establish the organizational structure for project development and management;
- Review City requirements;
- Define and confirm Work Order Task #2 project boundaries and phasing strategy;
- Establish schedule and submittal dates;

During this initial Activity, the following tasks will be conducted:

1.1 Project Status Summary Brief

B&A will prepare a summary brief of the Master Planning and Schematic Design efforts undertaken during Task #1 for the development of the Truman Waterfront Park.

1.2 Kick off Meeting

B&A will coordinate a kick-off meeting/workshop with the City staff and key members from the BA team participating in Task Two. The kick off meeting will include:

- Introduction of the key personnel on the B&A team;
- Introduction of City staff involved with the project;
- A presentation by B&A of the summary brief reviewing the history of the Master Planning and Schematic Design effort. This presentation will be provided in powerpoint format;

- Develop and confirm a common understanding of the scope of work for Task #2 and a submittal schedule;
- Confirmation of the City's and TWAB's project goals and objectives;
- Clarification of project management requirements (frequency of meetings, progress reports, and review periods and approvals);
- Discussion of outstanding design issues related to the plan;
- Site visit and walkthrough with key City staff and design team.

This meeting will require a full day of participation by key City staff and consultants working on Task #2. Team consultants not in attendance during the kick off meeting will participate via conference call.

1.3 Confirm Site Regulatory Requirements

B&A will work with the City to identify and analyze permit and approval requirements of all governmental authorities having jurisdiction to approve the design of the Project.

1.4 Project Set-up

B&A will work with the team's subconsultants to provide most up to date base plans and project drawings.

ACTIVITY 2 – DESIGN DEVELOPMENT

The purposes of this activity are to:

- Establish the final program for the site plan in Phase 1 as indicated on Exhibit A;
- Refine Schematic Design concepts for specific park elements including the following items not yet detailed:
 - Interactive water feature
 - Playgrounds with canvas covering adjacent to interactive water feature
 - Synthetic turf multi-purpose playfield
 - Pedestrian bridge at Admiral's Cut
 - Pedestrian waterfront promenade
 - Park signage, identification and wayfinding including:
 - entry feature statement\
 - vehicular wayfinding signage
 - pedestrian wayfinding signage
 - exercise trail marker design
 - fitness trail signs
 - information and park rules signage
 - Site lighting
- Confirm the parking area layouts, configurations and surface materials
 - Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, and outline specifications. The drawings shall consist of:
 - Site geometry plan with all roadways, sidewalks and circulation areas

- Paving, grading, and drainage plans
- Water and sewer plans and appropriate details and outline specifications
- Landscape plans, details and outline specifications
- Tree disposition plans
- Electrical layout, site lighting details and outline specifications
- Refine schematic design concepts for Horse Stable Building with input by facility operators and users. The preliminary program developed in the prior Master Plan Phase will be utilized as a base program and includes:
 - Building Footprint with +/- 3,200 square feet.
 - Entry Roofed Porch.
 - Office Space with Storage Closet.
 - Accessible Unisex Restroom.
 - Tack Room.
 - Feed Room.
 - Hay Room.
 - Center Isle Area with High Roof.
 - Five Horse Stalls.
 - Deep Roofed Overhang along Horse Stalls side of Building.
 - Fenced Corral Area and Exercise Circle.
(This scope assumes the Horse Stable building will be developed as a pre-manufactured structure).
 - Refine HARC approved plans for Horse Stable Building to incorporate systems, materials, finishes, and engineering
 - a. Site plan with details, including fencing
 - b. Floor, ceiling, and roof plans with lighting and electrical
 - c. Sections and exterior elevations
 - d. Enlarged interior plans, including restroom and stables
 - e. Material selections
 - f. Air conditioning and ventilation layout
 - g. Structural design elements
- Refine schematic design concepts for phase 1 of the Multi-Purpose Community Center with input by facility operators and users. The preliminary building program developed in the prior Master Plan Phase will be utilized as a base program with phase one under this scope to include a total building area of +/- 10,182 S.F. with the following distribution of uses:
 - Multi-Purpose Room @ 8,549 s.f.
 - A separate room to accommodate a Boxing Ring
 - Bathrooms @ 776 s.f.
 - Office @ 109 s.f.

The final Activity 2 plans will be presented to the City for review and comment. Included in this scope is one presentation to City Commission.

ACTIVITY 3 THROUGH ACTIVITY 5 – CONSTRUCTION DOCUMENTS TO 100%

Based on the final plans approved by the City in Activity 2, B&A will further develop and prepare design drawings for use in permitting and construction. B&A will review the plans with City staff at the 50%, 90% and 100% completion stage of the construction document activity. B&A will prepare all drawings necessary for submission to City/County agencies for review and approval. The City will route the construction plans through the City's permitting process prior to construction.

Based on the City approved Design Development plans and input from City agencies, B&A will incorporate changes and proceed with developing final detailed construction drawings to include:

- **LANDSCAPE:**
 - Tree disposition plans indicating all existing trees to be removed, protected or transplanted (trees removed from site to be located by City)
 - Hardscape layout plans including pedestrian walkways, plaza areas and playground safety surfaces
 - Fencing layout plans, details, elevations and specifications
 - Planting plans, planting details and specifications
 - Site furniture plans and product specifications and details, including benches, waste receptacles, bicycle racks, drinking fountains etc.
 - Irrigation layout, details and materials schedule and specifications
 - Playground (at interactive water feature only) layout and design with product specifications and details
 - Playground shelter layout with wind load calculations and foundation structural design by manufacturer)
 - Exercise station layout with product specifications and details
 - Signage layout plans with details, elevations and specifications
 - Layout plan for interactive water feature

- **CIVIL:**
 - On-site geometry plan for location of roadway and site improvements including:
 - Roadway centerline geometry with bearings, curve data, vertical and horizontal profiles
 - Edge of pavement signature indicating curb type, edge type, etc...with details.
 - FEMA Flood Lines
 - Roadway striping and signage plans with supporting details.
 - Plans indicating handicap parking spaces, curbs, ramps and supporting details.
 - Layout data for all structures, structured spacing, setbacks, buffers
 - Stormwater calculations for use in permitting. Calculations will include on-site AdICPR modeling, storm pipe tabulations, pond specific calculations and pre/post reports.
 - Grading and Drainage Plans including:

- FFE of all structures on site relative to crown of road and responsive to proposed grade changes.
- Drainage basins, swales, and sub-surface conveyance systems including piping, structures, injection wells
- Contours or spot elevations for all drainage improvements and roadways
- Contours or spot elevations for all building pads, around all existing trees to remain and site finish grades.
- Inverts, pipe sizes, pipe slopes, and other data relative to sub-surface conveyance systems.
- Water and sewer plans depicting the proposed potable water, fire service and sanitary sewer collection system
- Demolition plans indicating disposition of all existing site facilities, utilities and surface treatments
- **STRUCTURAL:**
 - For the horse stable building only
 - Structural Design Criteria and notes for final building design
 - Foundation design, schedules and detailing (based on geotechnical recommendations from geotechnical engineer)
 - Ground floor concrete slab and anchoring coordination for a pre-fabricated building
 - Specification sections related to foundation and concrete slab components
 - Review and coordination of signed and sealed shop drawings from pre-fabricated building manufacturer
 - Review and comments of structural calculations from the pre-fabricated building manufacturer.
 - Structural design, detailing and specifications for Phase 1 of the Multi-purpose Community Center.
 - Structural design, plans, details and specifications for pedestrian bridge at Admiral's Cut.
- **ARCHITECTURAL:**
 - Plans for Stable Building to include:
 - Project Cover Sheet with all pertinent General Notes and Information.
 - Project Location Plan and Site Plan with Information and Details.
 - Floor Plan with Information Details
 - Reflected Ceilings Plans with Information and Details
 - Roof Plans with Information and Details.
 - Building Exterior Elevations and Sections with Information and Details.
 - Material Selections Schedules and Specifications.
 - Foundation and Floor Slab Plans with Information and Details.
 - Lighting and Electrical Plans with Information and Details.
 - Plumbing Plans and with Information and Details.

- Fencing around the Designated Areas with Final Information and Details.
- Plans for Phase one of the Community Center Building to include:
 - Project Cover Sheet with all pertinent General Notes and Information
 - Project Location Plan and Site Plan with Information and Details.
 - Floor Plan with Information Details
 - Reflected Ceilings Plans with Information and Details
 - Roof Plans with Information and Details.
 - Building Exterior Elevations and Sections with Information and Details
 - Wall Sections, Door Window and Finish schedules
 - Specifications.
 - Foundation and Structural Engineering Plans and Details.
 - Lighting and Electrical Engineering Plans and Details.
 - Mechanical, Plumbing and Fire Protection Engineering Plans and Details.
 - Landscaping, Hardscape and Fencing around the Designated Areas and Details.
 - Layout of a temporary parking lot to be located where final parking lots are to constructed
- Demolition plans for the PAL/Commissary Building.
- **MEP:**
 - Site electrical service and distribution plans
 - Parking lot lighting plans, details and lighting calculations to determine design illumination levels, lighting design to meet minimum local code requirements
 - Sports lighting plans for multi-purpose playing field
 - Pedestrian walkway lighting plans, details and lighting calculations to determine design illumination levels and fixture specifications
 - Mechanical, plumbing, and electrical with layout and specifications for Phase 1 of the Multi-purpose Community Center and Horse Stable Building
 - Pump and filtration system layout, details and specifications for interactive water feature

B&A will provide the City with five (5) full sets of construction plans at the completion of each activity, 50%, 90% and 100% and one digital copy of the final approved plans.

ACTIVITY 3 – CONSTRUCTION DOCUMENTS 50%

The 50% construction document submittal will include the full design development package of all project elements and outline specifications identifying major project construction materials and finishes. Consultant will also provide specific building and

element locations and overall dimensioning of project elements site wide. The plans will be provided to the City for review and comments. B&A will provide a detailed cost estimate of the plans at this phase. After all departments and staff have commented in writing on the plans, B&A will meet with City staff to review the comments and determine appropriate responses.

ACTIVITY 4 – CONSTRUCTION DOCUMENTS 90% (PERMIT SET)

B&A will prepare a 90%, complete set of Construction Documents for presentation to the City for review and to carry out a "Dry Run" permit procedure. B&A will provide an updated detailed cost estimate of the plans for this activity. The Construction Document Drawings will be complete except for changes and corrections as may be required by the City of Key West Building Department.

ACTIVITY 5 – CONSTRUCTION DOCUMENTS 100%

B&A will prepare a 100%, complete set of Construction Documents for presentation to the City based on the comments received from the City and the changes to the drawings required as per the City of Key West Building Department review.

ACTIVITY 6 – BIDDING AND CONTRACTOR SELECTION ASSISTANCE

B&A will provide assistance for bidding and contractor selection services to the City of Key West after completion of the construction documents as noted below:

- Respond to all bidder questions regarding project elements and clarification or interpretations of the bidding documents for duration of bid period.
- Preparation of addenda for distribution by the City
- Attendance at up to two pre-bid meetings with City and Contractors
- Preparation of a bid tabulation list
- Evaluation of the bid pricing, solicitation compliance and verification of Contractor experience and capabilities for the submitted and qualified Contractor bids.
- Based on criteria established by the City, B&A will provide a suggested recommendation for the bid award.

PRICING

The following are the fees associated with the six work activities:

Phase 1 – Kick Off Meeting/Project Set-up	\$ 16,450.00
Phase 2 – Design Development	\$ 290,800.00
Phase 3 – Construction Documents 50% Submittal	\$ 309,380.00
Phase 4 – Construction Documents 90% submittal	\$ 262,995.00
Phase 5 – Construction Documents 100% Submittal	\$ 113,240.00
Phase 6 – Bidding and Contractor Selection Assistance	\$ 19,600.00
<hr/>	
SUB-TOTAL PROFESSIONAL FEES	\$1,012,465.00 LS
*REIMBURSABLE EXPENSES (not to exceed amount)	\$ 21,900.00 NTE
<hr/>	
TOTAL ALL FEES	\$1,034,365.00

LS = Lump Sum Fee

NTE = Not to exceed, City will be billed at cost

That portion of the lump sum fees (above) associated with the design of the horse stable building is \$81,000.00 and the Phase One portion of the Multi-purpose Community Center is \$286,970.00. This work includes architectural, civil, structural, MEP, cost estimating and landscape design fees for both buildings and adjacent site area.

NOTES:

*Reimbursable expenses are for B&A expenses only. Expenses for subconsultants are included in the fees for each activity. The reimbursable fees include an allowance for printing and reproduction, courier services, travel expenses including mileage, lodging and meals etc. This is a "not to exceed" amount and will be billed to the City at cost.

ADDITIONAL NOTES:

All plans and documents shall be provided to the City in digital format (pdf & AutoCad) for printing and use by the City for this project. (Plans and drawings are not permitted for use on any other project without prior approval by B&A). B&A will provide up to five hard copies of all documents prepared under this scope.

If new public facilities or buildings are incorporated into the park program, in addition to those illustrated in Phase 1 on Exhibit A, the fee structure will be adjusted. The fees do not include the design of a structure for the Amphitheater facility, the second phase of the Community Center, renovation of Building 103, public restrooms or construction administration/oversight.

Fees include attendance at up to eight TWAB/staff meetings by the B&A Project Manager, Randy Hollingworth and appropriate team members. Additional meetings

shall be billed as additional services at the hourly rates for the specific professionals attending the meetings.

Individual elements of the Task order may be amended and reduced in detail, area of investigation and amount or area of reporting and products by the LRA Contract Administrator, following consultation with the Consultant, when such is in the best interest of the City. The City shall provide such task order instruction to the Consultant in writing and Consultant will modify lump sum fees according to amount of work added or deleted.

ITEMS NOT INCLUDED IN SCOPE:

1. Market studies
2. Aerials
3. Underground mapping
4. Geotechnical/soils testing (Task 1)
5. Underwater inspections
6. Underwater environmental mapping
7. Materials Testing
8. Additional areas of the site not within the boundaries as shown in project area Phase 1, on Exhibit A
9. Environmental Permitting for Footbridge at Admiral's Cut (Task 1)
10. Any permitting associated with wetland impacts, protected species, or hazardous materials
11. Additional site surveys
12. Any work associated with off-site utilities
13. Application fees for all permit submittals
14. Asbestos/mold abatement survey, documentation, and remediation
15. Construction contracting or administration during construction
16. Renovations to Building 103 including restrooms for the interactive water feature. (City to provide prefab restrooms)
17. Amphitheater Facility, Phase 2 of the Multi-purpose Community Center or the Public Restrooms
18. Design of guardhouse or security facility for Navy Mole Pier entrance gate
19. Approval through the Planning Department is not included in Task 2. This work is included in the original Task 1 scope.
20. Preparation of bid tabulation list
21. Attendance by B&A staff at bid opening
22. Documentation of bidding results

ADDITIONAL SERVICES

Additional services are those which arise as a result of unforeseen circumstances during the design of a project and which therefore, cannot be included in the basic services agreement. Such additional services, when requested in writing by the City, shall be performed at an hourly rate per the Design Professional rates. Additional Services are as defined in the AIA Document B101 – 2007 Edition – Standard Form of Agreement between Owner and Architect, Article 4 and include:

Providing services in connection with evaluating substitutions proposed by the contractor, and making subsequent revisions resulting therefrom are an additional service.

EXHIBIT A – PHASE 1 PROJECT LIMITS

PROPOSED PHASE 1



RESOLUTION NO. 11-327

A RESOLUTION OF THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY OF THE CITY OF KEY WEST (LRA) APPROVING THE ATTACHED "AGREEMENT BETWEEN CITY OF KEY WEST NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY AND BERMELLO AJAMIL AND PARTNERS, INC. FOR PROFESSIONAL LANDSCAPE ARCHITECTURAL/ENGINEERING/ARCHITECTURAL/LAND SURVEYOR SERVICES FOR TRUMAN WATERFRONT UPLAND DESIGN AND CONSTRUCTION ADMINISTRATION"; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT UPON ADVICE AND CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 11-261, the LRA ranked the responses to RFQ No. 11-004 and authorized the City Manager to negotiate a contract with the highest-ranked company; and

NOW, THEREFORE, BE IT RESOLVED BY THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY, AS FOLLOWS:

Section 1: That the attached "Agreement Between City of Key West Naval Properties Local Redevelopment Authority and Bermello Ajamil and Partners, Inc. for Professional Landscape Architectural/Engineering/Architectural/Land Surveyor Services for Truman Waterfront Upland Design and Construction Administration is hereby approved.

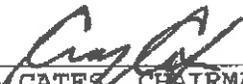
Section 2: That the City Manager is hereby authorized to execute the Agreement on behalf of the LRA, upon advice and consent of the City Attorney.

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 Authority.

Passed and adopted by the Naval Properties Local Redevelopment Authority at a meeting held this 15 day of November, 2011.

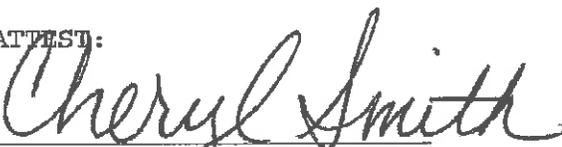
Authenticated by the presiding officer and Clerk of the Authority on November 15, 2011.

Filed with the Clerk November 16, 2011.



CRAIG CATES, CHAIRMAN

ATTEST:



CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

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TO: Jim Scholl, City Manager

FROM: Doug Bradshaw, Senior Project Manager

CC: David Fernandez, Asst. City Manager
Mark Finigan, Asst. City Manager

DATE: September 13, 2011

SUBJECT: Ranking of short-listed firms submitting responses to Request for Qualifications (RFQ) No. 11-004

ACTION STATEMENT:

Ranking of short-listed firms submitting responses to RFQ No. 11-004—Professional Landscape Architectural/ Engineering/ Architectural/Land Surveyor Services for Truman Waterfront Upland Design and Construction Administration and authorizing City Manager to negotiate and pursuant to legal review and approval enter into a contract.

BACKGROUND:

The City issued RFQ No. 11-004—Professional Landscape Architectural/ Engineering/ Architectural/Land Surveyor Services for Truman Waterfront Upland Design and Construction Administration on May 8, 2011 and qualification packages were received on June 29, 2011. The City received the following eleven (11) responses to the RFQ:

- Keith and Schwars (KS)
- Sasaki Associates, Inc.
- Atkins North America, Inc.
- Michael Van Valkenburgh Associates
- Curtis+Rogers Design Studio, Inc.
- VHB MillerSellent (VHB-MS)
- Parker, Mudgett, Smith Architects, Inc.
- Truskowski, Inc Landscape Architects
- Bermello Ajamil & Partners, Inc (ba)
- Chen Moore and Associates
- IBI Group

At a meeting held on August 4, 2011 a committee of City Staff and members of the public met at a publicly advertised meeting in order to review and short list the 11 firms.

Using the Selection Criteria Matrix in the RFQ, the selection committee developed a short list consisting of the following firms in highest to lowest ranking order:

1. Bermello Ajamil & Partners, Inc (ba)
2. Michael Van Valkenburgh Associates (MVVA)
3. Atkins North America, Inc.(Atkins)
4. Parker, Mudgett, Smith Architects, Inc (PMSA)

References for the short listed firms were checked and all firms were highly recommended. The second ranked firm of MVVA notified the City and asked that their name be removed from consideration.

The remaining three (3) firms gave a 30-minute presentation to the Truman Waterfront Advisory Board (TWAB) at a meeting held on August 22, 2011. The TWAB ranked the three firms from highest to lowest in the following order:

1. Atkins North America, Inc.(Atkins)
2. Bermello Ajamil & Partners, Inc (ba)
3. Parker, Mudgett, Smith Architects, Inc (PMSA)

The last step in the process is for the Naval Properties Local Redevelopment Authority (LRA) to hear presentations from the three (3) firms and determine a final ranking and authorize the City Manager to negotiate and pursuant to legal review and approval enter into a contract.

OPTIONS:

Based on the "Consultants' Competitive Negotiation Act." (Florida Statute 287.055), the LRA will rank the three (3) proposers and authorize the City Manager to negotiate a contract with the most qualified firm. If the City Manager is unable to negotiate a satisfactory contract with the firm considered to be the most qualified, the City Manager will terminate negotiations and then negotiate with the second most qualified firm and so on in order of preference if needed.

FINANCIAL ISSUES

There are no financial obligations with ranking and entering into a contract with one of the firms. This will be a task order based contract with which a dollar amount will have to be approved along with the task order.

RECOMMENDATION

It is recommended that the LRA hear the presentations at the September 19, 2011 Special LRA meeting and rank the firms based on Florida Statute 287.055.

AGREEMENT

Between

**CITY OF KEY WEST NAVAL PROPERTIES
LOCAL REDEVELOPMENT AUTHORITY**

And

BERMELLO AJAMIL AND PARTNERS, INC.

For

**PROFESSIONAL LANDSCAPE ARCHITECTURAL/
ENGINEERING/ARCHITECTURAL/LAND SURVEYOR SERVICES FOR
TRUMAN WATERFRONT UPLAND DESIGN AND CONSTRUCTION
ADMINISTRATION**

KEY WEST, FLORIDA

October 28, 2011

This is an Agreement between: CITY OF KEY WEST NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY, its successors and assigns, hereinafter referred to as "LRA,"

AND

BERMELLO AJAMIL AND PARTNERS, INC., a corporation organized under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "CONSULTANT."

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, LRA and CONSULTANT agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

- 1.1. **Agreement:** This document, Articles 1 through 8, inclusive. Other terms and conditions are included in the LRA's RFQ 11-004, CONSULTANT's Response to RFQ dated May 8, 2011, exhibits, task orders, and supplemental documents that are by this provision expressly incorporated herein by reference.
- 1.2. **Board:** The governing body of the Naval Properties Local Redevelopment Authority of the City of Key West, Florida.
- 1.3. **Commissioners:** Members of the city commission with all legislative powers of the city vested therein. The city commission shall consist of seven (7) commissioners, six (6) of whom shall be elected from single member districts numbered I, II, III, IV, V and VI. The mayor shall be elected by the people at large for a term of two (2) years. Commissioners from districts numbered I, II, III, IV, V and VI shall be elected for a term of four (4) years.
- 1.4. **CONSULTANT:** The architect or engineer selected to perform the services pursuant to this Agreement.
- 1.5. **Contract Administrator:** The ranking managerial employee of the LRA or some other employee expressly designated as Contract Administrator by the City Manager, who is the representative of the LRA, concerning the Project. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

- 1.6. **Contractor:** The person, firm, corporation or other entity that enters into an agreement with LRA to perform the construction work for the Project.
- 1.7. **LRA:** The City of Key West Naval Properties Local Redevelopment Authority created pursuant to Chapter 163 of the Florida Statutes and Sec. 2-446 of the Code of Ordinances of the City of Key West.
- 1.8. **Project:** Development of the Truman Waterfront. The evaluation of the costs for all options available to the LRA will be considered a part of the Project. The LRA may elect not to proceed with the Project or to proceed with all or a portion of the project at its discretion.
- 1.9. **Task Order:** A detailed description of a particular service or services to be performed by CONSULTANT for a prescribed type and amount of compensation.

ARTICLE 2

PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and generally to express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1. The LRA has budgeted funds for consulting services for the Project. The CONSULTANT is not entitled to receive, and the LRA is not obligated to pay, any fees or expenses in excess of the amount budgeted for this contract in each fiscal year (October 1-September 30) by LRA. The budgeted amount may only be modified by Resolution of the Commission.
- 2.2. The LRA has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform the services hereunder based on the Request for Qualifications 11-004 incorporated by reference and made a part hereof and the Response to the Request for Qualifications from CONSULTANT dated June 29, 2011, incorporated by reference and made a part hereof.
- 2.3. Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and staff selected by the Commission, and this Agreement incorporates the results of such negotiations.

ARTICLE 3

SCOPE OF SERVICES AND STANDARD OF CARE

- 3.1. CONSULTANT's services may include but are not limited to the following in regard to the Project:
- 3.1.1. Design of harbor walks, pedestrian paths, bicycle ways, and recreational paths
 - 3.1.2. Design of utility infrastructure to serve all upland facilities inclusive of a parks, entry ways, museum, any marina support area and associated retail commercial and office areas
 - 3.1.3. Design of roadway and parking lot infrastructure
 - 3.1.4. Design of parkland to include restroom facilities, recreational areas/fields, lighting, signage, public plazas, and small amphitheater;
 - 3.1.5. Design ingress and egress to the property for off-site roadways
 - 3.1.6. Provide updated surveys and topography for the entire site sufficient to serve as basis for detailed design inclusive of identification of all infrastructure and utilities
 - 3.1.7. Evaluate environmental impacts of proposed projects and prepare the appropriate local, state, and federal permit applications.
 - 3.1.8. Conduct public awareness and input strategies
 - 3.1.9. Prepare reports, schedules, cost estimates, green building/construction certifications, maintenance schedules and manuals and other information needed by the LRA in considering development and maintenance strategies of the Truman Waterfront.
 - 3.1.10. Provide Construction Administration Services to include bid package preparation bid reviews and analysis, review of shop drawings, construction observation, analysis of construction for consistency with construction documents, prepare schedule of values per contract requirements, attend meetings with LRA staff and contractors and prepare as built drawings.
- 3.2. CONSULTANT's services shall include landscape architectural design services, including hardscapes and softscapes and general site design, civil, structural, mechanical, fire protection, and electrical engineering and architectural services and consulting for facilities planning, location and design, surveying, permitting, preliminary and ongoing cost estimating, construction budgets and cash flow time line, cost impact analysis, testing services, writing of design-build Requests for Proposals, evaluation of design-build proposals and their associated budgets and cost supervision services, preliminary architectural studies, appraisals and evaluations, architectural design, auto CAD services, construction management and on-site construction services, and any other lawful professional architectural, engineering, or other consulting services that the CONSULTANT is qualified to provide and that the LRA authorizes the CONSULTANT to undertake in connection with the LRA'S Project. CONSULTANT shall provide all necessary, incidental and related activities and services as required.

- 3.3. CONSULTANT and LRA acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by CONSULTANT to complete the Project or any particular task order. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is, in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If CONSULTANT proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by LRA to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written LRA approval or modification of task order is at CONSULTANT's sole risk.
- 3.4. The specific services to be provided by the CONSULTANT and the compensation for such services shall be as mutually agreed to in separate Task Orders to this AGREEMENT. Each Task Order when fully executed shall become a supplement to and a part of this AGREEMENT.
- 3.4.1. Each Task Order shall be supported by appropriate cost and pricing data and such other documentation as required by the LRA.
- 3.4.2. Task Orders shall be numbered consecutively as specified by LRA. Each Task Order shall include a description of the scope of services and specified deliverables, time of completion, total estimated costs of services, and method of compensation. Additional information shall be provided to the LRA if required. Amended Task Orders shall include substantially the same information and be submitted to the LRA for approval.
- 3.4.3. The LRA may make or approve changes within the general Scope of Services in any Task Order. If such changes affect the CONSULTANT's cost of or time required for performance of the services, an equitable adjustment shall be made through an amendment to the Task Order.
- 3.4.4. A task order may be terminated at any time, with or without cause, by the LRA upon written notice to CONSULTANT. CONSULTANT shall perform no further work upon receipt of this notice unless specifically authorized by the City Manager of the City of Key West. On termination, the CONSULTANT shall be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the LRA, reasonable expenses incurred during the close-out of the Task Order. The LRA shall not pay for anticipatory profits. The termination of this Agreement pursuant to Paragraph 8.2, hereof, shall constitute the termination of any and all outstanding task orders.
- 3.4.5. The CONSULTANT shall begin services under any Task Order when authorized by a Purchase Order issued by the LRA and delivered to CONSULTANT.

- 3.5. The LRA and CONSULTANT may negotiate additional scopes of services, compensation, time of performance and other related matters for each Task Order. If LRA and CONSULTANT cannot contractually agree, LRA shall have the right to immediately terminate negotiations at no cost to LRA and procure services for future Project Task Orders from another source.
- 3.6. CONSULTANT shall perform the professional services under this Agreement at the level customary for competent and prudent professionals in CONSULTANT'S field performing such services at the time and place where the services are provided. In the event CONSULTANT does not comply with this standard, and omissions or errors are made by CONSULTANT, CONSULTANT will correct such work that contains errors or omissions.
- 3.7. CONSULTANT is required to perform the task orders consistent with current applicable Federal, State and City laws, codes and regulations that pertain to the project. In all task orders, where changes to any laws, codes or regulations affecting the project have a projected effective date or are anticipated to be effective at a future date, or if knowledge of anticipated changes is available to CONSULTANT or any subconsultant, CONSULTANT shall present options for their use or implementation.
- 3.8. Construction Responsibility - Notwithstanding anything in this Agreement, CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures, precautions and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by LRA's construction contractors.
- 3.9. Estimates - Since CONSULTANT has no control over local conditions, the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, CONSULTANT does not guarantee the accuracy of any opinions of probable construction cost as compared to construction contractor's bids or the actual cost to the LRA.

ARTICLE 4

TERM OF AGREEMENT; TIME FOR PERFORMANCE; CONTRACTOR DAMAGES;

The term of this Agreement shall be for a period of five (5) years from the effective date of the Agreement. The Agreement will be in effect upon execution by both parties. The Agreement may be renewed at the discretion of the LRA.

- 4.1. CONSULTANT shall perform the services described in each Task Order within the time periods specified. Each such time period shall commence from the date of the purchase order issued for such services.
- 4.2. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent task order. Prior to granting approval for CONSULTANT to proceed to a subsequent task order, the Contract

Administrator may, at his or her sole option, require CONSULTANT to submit any deliverables/documents for the Contract Administrator's review.

- 4.3. In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by LRA or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, LRA shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of CONSULTANT to notify LRA within 10 days in writing whenever a delay in approval by a governmental agency, including LRA, is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay.
- 4.4. In the event the Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with LRA or if Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 5 for all services rendered by CONSULTANT beyond the substantial completion date.
- 4.5. In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with LRA, and the failure to substantially complete is caused in whole or in part by a negligent act, error or omission of CONSULTANT, then CONSULTANT shall pay to LRA its proportional share of any claim or damages to Contractor or LRA arising out of the delay. This provision shall not affect the rights and obligations of either party as set forth in Paragraph 8.8, INDEMNIFICATION OF LRA.

ARTICLE 5

COMPENSATION AND METHOD OF PAYMENT

5.1. AMOUNT AND METHOD OF COMPENSATION

The types of compensation methods, which shall be used to pay for the CONSULTANT's services, are limited to the following:

- 5.1.1. Lump sum payment, which includes compensation for all the CONSULTANT'S salaries, general overhead costs, direct expenses, and profit.
 - 5.1.1.1. If the PROJECT timing deviates from the assumed schedule for causes beyond CONSULTANT's control, CONSULTANT and/or the LRA reserves the right to request renegotiation of those portions of the lump sum affected by the time change. During construction contract administration, if tasked, it is agreed by both parties that whether construction is completed earlier or later, that a proportional part of the compensation will be adjusted

and either given to CONSULTANT for additional work or deleted from the amount owed CONSULTANT for less time required.

- 5.1.1.2. In the event of a change of scope, LRA shall authorize in writing an appropriate decrease or increase in compensation.
 - 5.1.1.3. Monthly invoicing will be based on an estimate of the percent of work completed at the end of the preceding month.
 - 5.1.1.4. The CONSULTANT shall submit wage rates and other actual unit costs supporting the compensation. The CONSULTANT shall submit a Truth in Negotiation Certificate stating that all data supporting the compensation is accurate, complete, and current at the time of contracting.
- 5.1.2. Cost Reimbursable-Per Diem (Time and Expenses)
- 5.1.2.1. Per diem rates are those hourly or daily rates charged for work performed on the PROJECT by CONSULTANT's employees of the indicated classifications and include all salaries, overheads, and profit, but do not include allowances for Direct Expenses. These rates are subject to annual adjustments based on the Consumer Price Index Urban U.S. City Average All Items U.S. Department of Labor Bureau of Labor Statistics.
 - 5.1.2.2. Hourly rates for the first year of the contract: See attached Exhibit A
 - 5.1.2.3. A budgetary amount will be established for each Task Order. This budgetary amount shall not be exceeded unless prior written approval is provided by the LRA. CONSULTANT shall make reasonable efforts to complete the work within the budget and will keep LRA informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.
 - 5.1.2.4. CONSULTANT is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is LRA obligated to pay CONSULTANT beyond these limits.
 - 5.1.2.5. When any budget has been increased, CONSULTANT's excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

5.2. REIMBURSABLES

- 5.2.1. Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project shall be charged at actual cost, and shall be limited to the following:
 - 5.2.1.1. Identifiable transportation expenses in connection with the Project, subject to the limitations of Section 112.061, Florida Statutes. There shall be no mileage reimbursement for travel within the City of Key West. Transportation expenses to locations outside the City area or from locations outside the City will not be reimbursed unless specifically pre-authorized in writing by the Contract Administrator.

- 5.2.1.2. Identifiable per diem, meals and lodgings, taxi fares, automobile rental, and miscellaneous travel-connected expenses for CONSULTANT's personnel subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside the City of Key West will not be reimbursed. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Hampton Inn, or Best Western.
- 5.2.1.3. Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail utilized to render the services required by this Agreement.
- 5.2.1.4. Cost of printing, reproduction or photography that is required by or of CONSULTANT to deliver services set forth in this Agreement. Unit costs must be specified on the task order.
- 5.2.1.5. Identifiable testing costs approved by Contract Administrator. Unit costs must be specified on the task order.
- 5.2.1.6. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the Contractor.
- 5.2.2. It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in Paragraph 5.2.1 is a limitation upon, and describes the maximum extent of, LRA's obligation to reimburse CONSULTANT for direct, non-salary expenses. If LRA or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by LRA prior to incurring such expenses.
- 5.2.3. All subconsultants' hourly rates shall be billed in the actual amount paid by CONSULTANT. These amounts shall not increase each fiscal year of LRA by more than the Consumer Price Index Urban U.S. City Average All Items U.S. Department of Labor Bureau of Labor Statistics. Reimbursable subconsultant expenses are limited to the items in Paragraph 5.2.1 described above when the subconsultant's agreement provides for reimbursable expenses.

5.3. METHOD OF BILLING

5.3.1. Lump Sum Compensation

CONSULTANT shall submit billings that are identified by the specific project number and task order if applicable on a monthly basis in a timely manner. These billings shall identify the nature of the work performed and the estimated percent of work accomplished. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, CONSULTANT shall provide backup for past and current invoices that record hours, personnel, and expense costs on a task basis, so that total hours and costs by task may be determined.

5.3.2. Cost Reimbursable-Per Diem (Time and Expenses) Compensation

CONSULTANT shall submit billings that are identified by the specific project number and task order on a monthly basis in a timely manner for all personnel hours and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category and name of the individuals performing same. Billings shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursables, a copy of the approval shall accompany the billing for such reimbursable. The statement shall show a summary of Salary Costs and Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables and subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by the CONSULTANT is not acceptable except for meals and travel expenses. Appropriate CONSULTANT's cost accounting forms with a summary of charges must document internal expenses by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and rates by employee category, Reimbursables by category, and subcontractor fees on a task basis, so that total hours and costs by task may be determined.

- 5.3.3. If requested, CONSULTANT shall provide copies of past paid invoices to any subcontractor or subconsultant prior to receiving payment. LRA reserves the right to pay any subcontractor or subconsultant if CONSULTANT has not paid them timely and the services of the subcontractor or subconsultant are necessary to complete the PROJECT or any task order.

5.4. METHOD OF PAYMENT

- 5.4.1. LRA shall pay CONSULTANT within thirty- (30) calendar days from receipt of CONSULTANT's proper invoice with documentation as provided above.

- 5.4.2. Payment will be made to CONSULTANT at:

Bermello Ajamil & Partners Inc
Accounting Department
2601 South Bayshore Drive
Suite 1000
Miami, Florida 33133

ARTICLE 6

ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

LRA or CONSULTANT may request changes that would modify the Scope of Services to be provided under this Agreement. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to

any deviation from the terms of this Agreement including the initiation of any additional services. LRA shall compensate CONSULTANT for such additional services as provided in Article 5.

ARTICLE 7

LRA'S RESPONSIBILITIES

- 7.1. LRA shall assist CONSULTANT by placing at CONSULTANT's disposal all information LRA has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 7.2. LRA shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 7.3. LRA shall review the CONSULTANT's itemized deliverables/documents identified in the task orders and respond in writing with any comment within the time set forth in the task order or within a reasonable time.
- 7.4. LRA shall give prompt written notice to CONSULTANT whenever LRA observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of any Contractor.

ARTICLE 8

MISCELLANEOUS

8.1. OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, data matrices and calculations generated and used to evaluate and compute the construction or material requirements for the Project, studies, surveys, drawings, maps, models, photographs and reports prepared or provided by CONSULTANT in connection with this Agreement, whether in hard copy or electronic form, shall become the property of LRA, whether the Project for which they are made is completed or not. If applicable, LRA may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this Article. CONSULTANT is not responsible for damages caused by the unauthorized re-use by others of any of the materials for another project.

8.2. TERMINATION

- 8.2.1. This Agreement may be terminated with or without cause by LRA at any time.
- 8.2.2. Notice of termination shall be provided in accordance with paragraph 8.13 NOTICES of this Agreement.

8.2.3. In the event this Agreement is terminated, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 8.1 of this Agreement are provided to the LRA. Upon being notified of LRA's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall LRA make payment of profit for services that have not been performed.

8.3. AUDIT RIGHT AND RETENTION OF RECORDS

8.3.1. LRA shall have the right to audit the books, records, and accounts of CONSULTANT that are related to this Project. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

8.3.2. CONSULTANT shall preserve and make available, at reasonable times for examination and audit by LRA, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by LRA to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, CONSULTANT shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for LRA's disallowance and recovery of any payment upon such entry.

8.4. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

8.4.1. CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by LRA, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

8.4.2. CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity or expression, national origin, marital status, physical or mental disability, political affiliation, or any other

factor that can not be lawfully or appropriately used as a basis for service delivery. CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, gender identity or expression, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

8.5. PUBLIC ENTITY CRIMES ACT

- 8.5.1. CONSULTANT represents that the execution of this Agreement shall not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to LRA, may not submit a bid on a contract with LRA for the construction or repair of a public building or public work, may not submit bids on leases of real property to LRA , may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with LRA , and may not transact any business with LRA in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in being barred from LRA's competitive procurement activities.
- 8.5.2. In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it or any subconsultant, has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.
- 8.5.3. CONSULTANT shall promptly notify LRA if it or any subcontractor or subconsultant is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

8.6. SUBCONSULTANTS

CONSULTANT may use the subconsultants identified in the proposal that was a material part of the selection of CONSULTANT to provide the services for this Project. The LRA reserves the right to accept the use of a subcontractor or to reject the selection

of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The LRA's acceptance of a subcontractor shall not be unreasonably withheld. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or adding to the list of subconsultants. The list of subconsultants submitted and currently approved is as follows:

- a. MBI K2M Architecture
- b. Perez Engineering & Development, Inc.
- c. HNGS Associates, Inc.
- d. Tom Graboski & Associates, Inc.
- e. Kenneth DiDonato, Inc.
- f. DEW, Inc.
- g. Ballard King & Associates, Ltd.
- h. Island Surveying, Inc.
- i. E Sciences, Inc.
- j. U.S. Cost

Hourly rates are as on attached Exhibit A.

8.7. ASSIGNMENT AND PERFORMANCE

- 8.7.1. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 8.6.
- 8.7.2. CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to LRA's satisfaction for the agreed compensation.
- 8.7.3. CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of LRA shall be in accordance with the standard of care set forth in Paragraph 3.6.
- 8.7.4. CONSULTANT shall not change or replace Project's overall project manager identified in the CONSULTANT's response to the RFQ without the Contract Administrator's prior written approval.

8.8. INDEMNIFICATION OF LRA

Consultant agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants

and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Consultant, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the Consultant as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees. The Consultant agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. LRA does not waive any of its sovereign immunity rights, including, but not limited to, those expressed in section 768.28, Florida Statutes.

8.9. INSURANCE

8.9.1. CONSULTANT and CONSULTANT's Subconsultants shall provide, pay for and maintain in force at all times during the services to be performed suitable insurance, including Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance and Employer's Liability Insurance, etc. as is required in the RFQ.

8.10. REPRESENTATIVE OF LRA AND CONSULTANT

8.10.1. The parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more LRA employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

8.10.2. CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Project shall be addressed.

8.11. ALL PRIOR AGREEMENTS SUPERSEDED

8.11.1. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document and the exhibits attached. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

8.11.2. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.12. CONSULTING TEAM

8.12.1. The LRA reserves the right to approve the members of the Consulting Team and the roles they will undertake in the assignment. The LRA's acceptance of a team member shall not be unreasonably withheld.

8.12.2. Each assignment issued under this Agreement by the LRA to the Consultant, the Consultant will at the LRA's request, disclose the role, qualifications and hourly rate of each individual working on the assignment.

8.12.3. The LRA reserves the right to require replacement of any of the members of the Consulting Team. Any proposed addition or change of members of the Consulting Team initiated by the Consultant must obtain the LRA Representative's prior written approval.

8.12.4. In the event of the death, incapacity or termination of employment of any member of the Consulting Team before Completion of the Services, the Consultant shall at its own expense and as soon as reasonably practicable arrange to substitute or replace the individual member concerned.

8.12.5. The Consultant shall ensure that the substitute or replacement is no less qualified in terms of relevant experience and qualifications than the outgoing individual and is available at the relevant time to act as such replacement or substitute. The Consultant shall without delay forward curriculum vitae of the proposed substitute or replacement to the LRA. The deployment of such substitute or replacement shall be subject to the LRA's consent.

8.12.6. The Consultant shall solely be responsible for all direct, indirect and consequential costs or losses that may arise from the substitution or replacement of members of the Consulting Team.

8.13. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR LRA OF KEY WEST:

Doug Bradshaw
City of Key West LRA
3140 Flagler Ave
Key West, FL 33040

FOR CONSULTANT:

Randy Hollingworth
Director Planning - Landscape Architecture - Urban Design
Bermello Ajamil & Partners, Inc.
2601 South Bayshore Drive
Suite 1000
Miami, Florida 33133

8.14. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price for any task order and any additions thereto shall be adjusted to exclude any significant sums by which LRA determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

8.15. INTERPRETATION

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence or paragraph where they appear, unless the context otherwise requires. Whenever reference is made to a Paragraph or Article of this Agreement, such reference is to the Paragraph or Article as a whole, including all of the subsections of such Paragraph, unless the reference is made to a particular subsection or subparagraph of such Paragraph or Article.

8.16. CONSULTANT'S STAFF

8.16.1. CONSULTANT shall provide the key staff identified in their proposal for Project as long as such key staffs are in CONSULTANT's employment.

8.16.2. CONSULTANT shall obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator shall be reasonable in evaluating key staff qualifications.

8.16.3. If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

8.17. INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the LRA, nor shall they accrue any of the rights or benefits of a LRA employee. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

8.18. THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor LRA intend directly or substantially to benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. No subcontractor or subconsultant, whether named or unnamed, shall be a third party beneficiary of this Agreement.

8.19. CONFLICTS

8.19.1. Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

8.19.2. CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against LRA in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of LRA or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

8.19.3. In the event CONSULTANT is permitted to use subcontractors to perform any services required by this Agreement, CONSULTANT agrees to prohibit such subcontractors from having any conflicts as within the meaning of this section, and shall so notify them in writing.

8.20. CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, LRA shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

8.21. WAIVER OF BREACH AND MATERIALITY

8.21.1. Failure by LRA to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.21.2. LRA and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

8.22. COMPLIANCE WITH LAWS

CONSULTANT shall comply with federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement applicable at the time the scope of services was drafted for this agreement. In addition, at the time each Task Order is executed, any revisions to applicable federal state, and local laws, codes, ordinances, rules and regulations shall apply.

8.23. SEVERABILITY

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless LRA or CONSULTANT elects to terminate this Agreement.

8.24. JOINT PREPARATION

Preparation of this Agreement has been a joint effort of LRA and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

8.25. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 of this Agreement shall prevail and be given effect.

8.26. APPLICABLE LAW AND VENUE

The laws of the State of Florida govern the validity of this Agreement, its interpretation and performance, and any claims related to it. The venue for mediation, arbitration or any other legal proceeding shall be Monroe County, Florida.

8.27. INCORPORATION BY REFERENCE

The attached exhibits are incorporated into and made a part of this Agreement:

Exhibit A – Subconsultants' Hourly Rates

8.28. COUNTERPARTS

This Agreement may be executed in three (3) counterparts, each of which shall be deemed to be an original.

**REST OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

LRA

ATTEST:

Cheryl Smith

Cheryl Smith, City Clerk

21 day of NOVEMBER, 2011

J. K. Scholl

Jim Scholl, City Manager

21 day of November, 2011

[Signature]

Vice President

Randy Hollingworth

(Print Name of Vice President)

17 day of NOVEMBER, 2011

Exhibit A
Hourly Fee Schedule
 October 27, 2011

<u>Position Title</u>	<u>Hourly Rate</u>	
Bermello Ajamil & Partners, Inc.		
Principal (PE)	\$ 250.00	/ hour
Project Manager	\$ 170.00	/ hour
Landscape Architect (State Registered)	\$ 150.00	/ hour
Senior Professional (Engineer, PE, Architect, AIA)	\$ 150.00	/ hour
Senior Planner	\$ 160.00	/ hour
Engineer / Landscape Designer /Planner	\$ 105.00	/ hour
Cadd Technician	\$ 90.00	/ hour
Drafter/GIS	\$ 70.00	/ hour
Specification Writer	\$ 90.00	/ hour
Senior Interior Designer	\$ 140.00	/ hour
Interior Designer	\$ 105.00	/ hour
Field Inspector	\$ 150.00	/ hour
Junior Field Inspector	\$ 75.00	/ hour
Perez Engineering & Development, Inc.		
Principal P.E.	\$ 150.00	/ hour
Senior Engineer (PE registered)	\$ 110.00	/ hour
Project Engineer (PE registered)	\$ 100.00	/ hour
Design Engineer E.I.	\$ 80.00	/ hour
Construction Manager	\$ 75.00	/ hour
CAD Designer	\$ 70.00	/ hour
Clerical	\$ 35.00	/ hour
MBI K2M Architecture		
Principal	\$ 225.00	/ hour
Director, Architect	\$ 175.00	/ hour
Project Manager, Architect II	\$ 150.00	/ hour
Project Coordinator / CA	\$ 125.00	/ hour
Senior Draftsman	\$ 97.50	/ hour
Draftsman II	\$ 80.00	/ hour
Administration	\$ 60.00	/ hour
Intern	\$ 42.50	/ hour
DEW, Inc.		
Landscape Architect	\$ 150.00	/ hour
Landscape Designer	\$ 90.00	/ hour

HNGS Associates, Inc.

Principal	\$ 175.00	/ hour
Senior Engineer	\$ 135.00	/ hour
Engineer	\$ 125.00	/ hour
Cad Technician	\$ 75.00	/ hour

E-Sciences, Inc.

Principal Registered Engineer/Geologist/Scientist	\$ 190.00	/ hour
Chief Engineer/Director	\$ 180.00	/ hour
Senior II Registered Engineer/Geologist/Scientist	\$ 165.00	/ hour
Senior I Registered Engineer/Geologist/Scientist	\$ 135.00	/ hour
Project II Engineer/Geologist/Scientist	\$ 110.00	/ hour
Project I Engineer/Geologist/Scientist	\$ 100.00	/ hour
Staff II Engineer/Geologist/Scientist	\$ 90.00	/ hour
Staff I Engineer/Geologist/Scientist	\$ 80.00	/ hour
Technician II	\$ 70.00	/ hour
Senior GIS/Analyst	\$ 110.00	/ hour
CADD/GIS	\$ 80.00	/ hour
Administrative Assistant/Clerical	\$ 50.00	/ hour

Ballard*King & Associates, Inc.

Principals	\$ 125.00	/ hour
Associates	\$ 75.00	/ hour

Tom Graboski & Associates, Inc.

Principal	\$ 150.00	/ hour
Project Manager	\$ 110.00	/ hour
Senior Designer	\$ 100.00	/ hour
Designer	\$ 85.00	/ hour

Island Surveying Inc.

Professional Land Surveyor	\$ 175.00	/ hour
Professional Engineer	\$ 175.00	/ hour
Survey Field Crew	\$ 175.00	/ hour
Draftsperson	\$ 100.00	/ hour
Secretary	\$ 60.00	/ hour

US Cost

Estimating Project Manager	\$ 155.00	/ hour
Senior Estimator	\$ 140.00	/ hour

Kenneth DiDonato, Inc.

Senior Irrigation Designer	\$ 125.00	/ hour
Cadd Draftsman	\$ 60.00	/ hour

RESOLUTION NO. 11-261

A RESOLUTION OF THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY OF THE CITY OF KEY WEST (LRA) APPROVING THE SHORT LISTING OF RESPONDENTS TO RFQ 11-004 FOR PROFESSIONAL LANDSCAPE ARCHITECTURAL/ENGINEERING/LAND SURVEYOR SERVICES FOR TRUMAN WATERFRONT UPLAND DESIGN AND CONSTRUCTION ADMINISTRATION; RANKING THE TOP THREE FIRMS BASED UPON QUALIFICATIONS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE A CONTRACT WITH THE TOP RANKED FIRM AND EACH FIRM THEREAFTER UNTIL AN ACCEPTABLE CONTRACT IS BROUGHT BEFORE THE LRA; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City issued RFQ 11-004 regarding Landscape Architectural/Engineering/Land Surveyor Services for Truman Waterfront Upland Design and Construction Administration; and

WHEREAS, a committee comprised of City staff and members of the public, convened at a properly noticed meeting conducted consistent with the "Sunshine Law," on August 4th, 2011, and ranked the eleven respondents to the RFQ, and determined a short list of four eligible firms in order of their qualifications; and

WHEREAS, one of the top ranked firms requested to be removed from consideration, thereby reducing the top-ranked list to three firms; and

NOW, THEREFORE, BE IT RESOLVED BY THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY, AS FOLLOWS:

Section 1: That the LRA accepts staff's short listing of firms from eleven to three.

Section 2: That the top three ranked firms based on qualifications as determined in order by the LRA are:

1. Bermello, Asamil & Partners, Inc.
2. Atkins North America, Inc.
3. N/A

Section 3: That City staff is authorized to negotiate a contract starting with the topped ranked firm, and each firm thereafter if necessary, until an acceptable agreement is reached. The City Manager is directed to bring the contract before the LRA for final approval.

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

Passed and adopted by the Naval Properties Local
Redevelopment Authority at a meeting held this 19 day of
September, 2011.

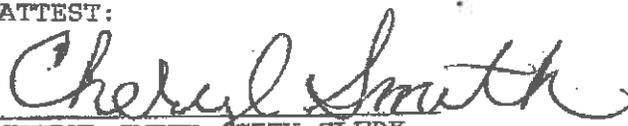
Authenticated by the presiding officer and Clerk of the
Authority on September 20, 2011.

Filed with the Clerk September 20, 2011.



CRAIG CATES, CHAIRMAN

ATTEST:



CHERYL SMITH, CITY CLERK

TRUMAN WATERFRONT PARK
PROPOSAL OF SERVICES FOR TASK TWO
BY BERMELLO AJAMIL & PARTNERS, INC.
February 4, 2014

SCOPE OF SERVICES

The scope is divided into six phases of work:

- Phase 1..... Task Kick Off Meeting
- Phase 2..... Design Development
- Phase 3..... Construction Documents 50%
- Phase 4..... Construction Documents 90% (Permit Set)
- Phase 5..... Construction Documents 100%
- Phase 6..... Bidding and Contractor Selection Assistance

Below is a detailed scope of the six phases.

PHASE 1 – TASK KICK OFF MEETING/PROJECT SET-UP

The purpose of this initial phase are:

- Prepare summary brief of project status to date;
- Confirm the City's vision for the park plan and plan components;
- Establish the organizational structure for project development and management;
- Review City requirements;
- Define and confirm Task 2 project boundaries and phasing strategy;
- Establish schedule and submittal dates;

During this initial phase, the following tasks will be conducted:

1.1 Project Status Summary Brief

B&A will prepare a summary brief of the Master Planning and Schematic Design efforts undertaken during the previous Task for the development of the Truman Waterfront Park.

1.2 Kick off Meeting

B&A will coordinate a kick-off meeting/workshop with the City staff and all key members from the BA team participating in Task Two. The kick off meeting will include:

- Introduction of the key personnel on the B&A team;
- Introduction of City staff involved with the project;
- A presentation by B&A of the summary brief reviewing the history of the Master Planning and Schematic Design effort. This presentation will be provided in powerpoint format;

- Develop and confirm a common understanding of the scope of work for Task Two and a submittal schedule;
- Confirmation of the City's and TWAB's project goals and objectives;
- Clarification of project management requirements (frequency of meetings, progress reports, and review periods and approvals);
- Discussion of outstanding design issues related to the plan;
- Site visit and walkthrough with key City staff

This meeting will require a full day of participation by most of the key City staff and consultants working on this next phase of the project.

1.3 Confirm Site Regulatory Requirements

B&A will work with the City to identify and analyze permit and approval requirements of all governmental authorities having jurisdiction to approve the design of the Project.

1.4 Project Set-up

B&A will work with all team subconsultants to provide most up to date base plans and project drawings.

PHASE 2 – DESIGN DEVELOPMENT

The purposes of this phase are to:

- Establish the final program for the site plan in Phase 1 as indicated on Exhibit A;
- Refine Schematic Design concepts for specific park elements including the following items not yet detailed:
 - interactive water feature
 - playgrounds with canvas covering adjacent to interactive water feature
 - multi-purpose playfield with synthetic turf field
 - pedestrian bridge at Admiral's cut
 - pedestrian waterfront promenade
 - park signage, identification and wayfinding including:
 - entry feature statement\
 - vehicular wayfinding signage
 - pedestrian wayfinding signage
 - exercise trail marker design
 - fitness trail signs
 - information and park rules signage
 - lighting
- Confirm the parking area layouts, configurations and materials
 - Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, and outline specifications. These drawings shall consist of:
 - Site geometry plan with all roadways, sidewalks and circulation areas
 - Paving, grading, and drainage plans

- Water and sewer plans and appropriate details and outline specifications
 - Landscape plans, details and outline specifications
 - Tree disposition plans
 - Electrical layout, site lighting details and outline specifications
- Refine schematic design concepts for Horse Stable Building with input by facility operators and users. The preliminary program developed in the prior Master Plan Phase will be utilized as a base program and includes:
 - Building Footprint with +/- 3,200 square feet.
 - Entry Roofed Porch.
 - Office Space with Storage Closet.
 - Accessible Unisex Restroom.
 - Tack Room.
 - Feed Room.
 - Hay Room.
 - Center Isle Area with High Roof.
 - Five Horse Stalls.
 - Deep Roofed Overhang along Horse Stalls side of Building.
 - Fenced Corral Area and Exercise Circle.
 - (This scope assumes the Horse Stable building will be developed as a pre-manufactured structure).**
 - Refine HARC approved plans for Horse Stable Building to incorporate systems, materials, finishes, and engineering
 - a. Site plan with details, including fencing
 - b. Floor, ceiling, and roof plans with lighting and electrical
 - c. Sections and exterior elevations
 - d. Enlarged interior plans, including restroom and stables
 - e. Material selections
 - f. Air conditioning and ventilation layout
 - g. Structural design elements

The final Phase 2 plans will be presented to the City for review and comment. Included in this scope is one presentation to City Commission.

PHASE 3 THROUGH PHASE 5 – CONSTRUCTION DOCUMENTS TO 100%

Based on the final plans approved by the City in Phase 2, B&A will further develop and prepare design drawings for use in permitting and construction. B&A will review the plans with City staff at the 50%, 90% and 100% completion stage of the construction document phase. B&A will prepare all drawings necessary for submission to City/County agencies for review and approval. The City will route the construction plans through the City's permitting process prior to construction.

Based on the City approved Design Development plans and input from City agencies, B&A will incorporate changes and proceed with developing final detailed construction drawings to include:

- **LANDSCAPE:**

- Tree disposition plan indicating all existing trees to be removed, protected or transplanted
- Hardscape layout plans including pedestrian walkways, plaza areas and playground safety surfaces
- Fencing layout plans, details, elevations and specifications
- Planting plans, planting details and specifications
- Site furniture plans and product specifications and details, including benches, waste receptacles, bicycle racks, drinking fountains etc.
- Irrigation layout, details and materials schedule and specifications
- Playground layout and design with product specifications and details
- Playground shelter layout with wind load calculations (by manufacturer)
- Exercise station layout with product specifications and details
- Signage layout plans with details, elevations and specifications
- Layout plan for interactive water feature

- **CIVIL:**

- On-site geometry plan for location of roadway and site improvements including:
 - Roadway centerline geometry with bearings, curve data, vertical and horizontal profiles
 - Edge of pavement signature indicating curb type, edge type, etc...with details.
 - FEMA Flood Lines
 - Roadway striping and signage plans with supporting details.
 - Plans indicating handicap parking spaces, curbs, ramps and supporting details.
 - Layout data for all structures, structured spacing, setbacks, buffers
- Stormwater calculations for use in permitting. Calculations will include on-site AdICPR modeling, storm pipe tabulations, pond specific calculations and pre/post reports.
- Grading and Drainage Plans including:
 - FFE of all structures on site relative to crown of road and responsive to proposed grade changes.
 - Drainage basins, swales, and sub-surface conveyance systems including piping, structures, injection wells
 - Contours or spot elevations for all drainage improvements and roadways
 - Contours or spot elevations for all building pads, around all existing trees to remain and site finish grades.
 - Inverts, pipe sizes, pipe slopes, and other data relative to sub-surface conveyance systems.
- Water and sewer plans depicting the proposed potable water, fire service and sanitary sewer collection system
- Demolition plans indicating disposition of all existing site facilities, utilities and surface treatments

- **STRUCTURAL:**

- For the stable building only
 - Structural analysis, design and detailing
 - Foundation design and detailing
 - Structural notes, design criteria and design loads
 - Roof framing plan and detailing
 - Typical structural sections and details
 - Structural schedules
 - Structural design, detailing and specifications for entry signage
 - Structural design, plans, details and specifications for pedestrian bridge at Admiral's Cut.
- **ARCHITECTURAL:**
 - Plans for Stable Building to include:
 - Project Cover Sheet with all pertinent General Notes and Information.
 - Project Location Plan and Site Plan with Information and Details.
 - Floor Plan with Information Details
 - Reflected Ceilings Plans with Information and Details
 - Roof Plans with Information and Details.
 - Building Exterior Elevations and Sections with Information and Details.
 - Material Selections Schedules and Specifications.
 - Foundation and Floor Slab Plans with Information and Details.
 - Lighting and Electrical Plans with Information and Details.
 - Plumbing Plans and with I Information and Details.
 - Fencing around the Designated Areas with Final Information and Details.
 - Demolition plans for the PAL/Commissary Building (this Task will be fast tracked with Construction drawings to be completed by May 1, 2014).
 - **MEP:**
 - Site electrical service and distribution plans
 - Parking lot lighting plans, details and lighting calculations to determine design illumination levels, lighting design to meet minimum local code requirements
 - Sports lighting plans for multi-purpose playing field
 - Pedestrian walkway lighting plans, details and lighting calculations to determine design illumination levels and fixture specifications
 - Mechanical, plumbing, and electrical with layout and specifications
 - Pump facility and filtration system layout, details and specifications for interactive water feature

B&A will provide the City with five (5) full sets of construction plans at the completion of each phase, 50%, 90% and 100% and one digital copy of the final approved plans.

PHASE 3 – CONSTRUCTION DOCUMENTS 50%

The 50% construction document submittal will include the full design development package of all project elements and outline specifications identifying major project construction materials and finishes. Consultant will also provide specific building and

element locations and overall dimensioning of project elements site wide. The plans will be provided to the City for review and comments. B&A will provide a detailed cost estimate of the plans at this phase. After all departments and staff have commented in writing on the plans, B&A will meet with City staff to review the comments and determine appropriate responses.

PHASE 4 – CONSTRUCTION DOCUMENTS 90% (PERMIT SET)

B&A will prepare a 90% complete set of Construction Documents for presentation to the City for review and to carry out a “Dry Run” permit procedure. B&A will provide an updated detailed cost estimate of the plans at this phase. The Construction Document Drawings will be complete except for changes and corrections as may be required by the City of Key West Building Department.

PHASE 5 – CONSTRUCTION DOCUMENTS 100%

B&A will prepare a 100% complete set of Construction Documents for presentation to the City based on the comments received from the City and the changes to the drawings required as per the City of Key West Building Department review.

PHASE 6 – BIDDING AND CONTRACTOR SELECTION ASSISTANCE

B&A will provide assistance for bidding and contractor selection services to the City of Key West after completion of the construction documents as noted below:

- o Respond to bidder questions regarding project elements and clarification or interpretations of the bidding documents
- o Preparation of addenda for distribution by the City
- o Attendance at up to three pre-bid meetings with City and contractors
- o Preparation of a bid tabulation list
- o Attendance at bid opening
- o Documentation of bidding results, (distribution of results by City)
- o Evaluation of the bid tabulation with a recommendation for award based on bid values

PRICING

The following are the fees associated with the six phases of work:

Phase 1 – Kick Off Meeting/Project Set-up	\$ 20,359.00	LS
Phase 2 – Design Development	\$207,590.00	LS
Phase 3 – Construction Documents 50% Submittal	\$233,847.00	LS
Phase 4 – Construction Documents 90% submittal	\$191,391.00	LS
Phase 5 – Construction Documents 100% Submittal	\$ 62,195.00	LS
Phase 6 – Bidding and Contractor Selection Assistance	\$ 23,498.00	LS
<hr/>		
SUB-TOTAL PROFESSIONAL FEES	\$738,880.00	LS
*REIMBURSABLE EXPENSES (not to exceed amount)	\$ 16,500.00	NTE
<hr/>		
TOTAL ALL FEES	\$755,380.00	

LS = Lump Sum Fee

NTE = Not to exceed, City will be billed at cost

NOTES:

*Reimbursable expenses are for B&A expenses only. Expenses for subconsultants are included in the fees for each phase. The reimbursable fees include an allowance for printing and reproduction, courier services, travel expenses including mileage, lodging and meals etc. This is a "not to exceed" amount and will be billed to the City at cost.

ADDITIONAL NOTES:

All plans and documents will be provided to the City in digital format (pdf & AutoCad) for printing and use by the City for this project. (Plans and drawings are not permitted for use on any other project without prior approval by B&A). B&A will provide up to five hard copies of all documents prepared under this scope.

If new public facilities or buildings are incorporated into the park program, in addition to those illustrated in Phase 1 on Exhibit A, the fee structure will need to be adjusted. The fees do not include the design of a structure for the Amphitheater facility, the Community Center or renovation of Building 103.

Fees include attendance at up to eight TWAB/staff meetings by the B&A Project Manager, Randy Hollingworth and appropriate team members. Additional meetings will be billed as additional services at the hourly rates for the specific professionals attending the meetings.

Individual elements of the Task order may be amended and reduced in detail, area of investigation and amount or area of reporting and products by the LRA Contract Administrator, following consultation with the Consultant, when such is in the best

interest of the City. The City shall provide such task order instruction to the Consultant in writing and Consultant will modify lump sum fees according to amount of work added or deleted.

This proposal assumes Geotechnical testing will be paid for and provided by the City of Key West.

ITEMS NOT INCLUDED IN SCOPE:

1. Market studies
2. Aerials
3. Underground mapping
4. Geotechnical/soils testing (Task 1)
5. Underwater inspections
6. Underwater environmental mapping
7. Materials Testing
8. Additional areas of the site not within the boundaries as shown in project area Phase 1, on Exhibit A
9. Environmental Permitting for Footbridge at Admiral's Cut (Task 1)
10. Any permitting associated with wetland impacts, protected species, or hazardous materials
11. Additional site surveys
12. Any work associated with off-site utilities
13. Application fees for all permit submittals
14. Asbestos/mold abatement survey, documentation, and remediation
15. Construction contracting or administration during construction
16. Renovations to Building 103 including restrooms for the interactive water feature. City to provide prefab restrooms.
17. Amphitheater Facility or Community Center
18. Design of guardhouse or security facility for Navy Mole Pier entrance gate
19. Community meetings and/or presentations
20. Approval through the Planning Department is not included in this scope of work

ADDITIONAL SERVICES

Additional services are those which arise as a result of unforeseen circumstances during the design of a project and which therefore, cannot be included in the basic services agreement. Such additional services, when requested in writing by the City, shall be performed at an hourly rate per the Design Professional rates. Additional Services are as defined in the AIA Document B101 – 2007 Edition – Standard Form of Agreement between Owner and Architect, Article 4 and include:

Providing services in connection with evaluating substitutions proposed by the contractor, and making subsequent revisions resulting therefrom are an additional service.

EXHIBIT A – PROJECT LIMITS FOR TASK 2 DEFINED BY PHASE 1





Proposal for Professional Planning & Design Services
TASK TWO

TRUMAN WATERFRONT PARK

City of Key West, Florida
February 12, 2014



Truman Waterfront

TRUMAN WATERFRONT PARK
PROPOSAL OF SERVICES FOR TASK TWO
BY BERMELO AJAMIL & PARTNERS, INC.
February 13, 2014

SCOPE OF SERVICES

The scope is divided into six activities of work:

- Activity 1..... Kick Off Meeting/Project Set-up
- Activity 2..... Design Development
- Activity 3..... Construction Documents 50%
- Activity 4..... Construction Documents 90% (Permit Set)
- Activity 5..... Construction Documents 100%
- Activity 6..... Bidding and Contractor Selection Assistance

The following is a detailed scope of the six project activities.

ACTIVITY 1 – KICK OFF MEETING/PROJECT SET-UP

The purpose of this initial activity is to:

- Prepare summary brief of project status to date;
- Confirm the City's vision for the park plan and plan components;
- Establish the organizational structure for project development and management;
- Review City requirements;
- Define and confirm Work Order Task #2 project boundaries and phasing strategy;
- Establish schedule and submittal dates;

During this initial Activity, the following tasks will be conducted:

1.1 Project Status Summary Brief

B&A will prepare a summary brief of the Master Planning and Schematic Design efforts undertaken during Task #1 for the development of the Truman Waterfront Park.

1.2 Kick off Meeting

B&A will coordinate a kick-off meeting/workshop with the City staff and key members from the BA team participating in Task Two. The kick off meeting will include:

- Introduction of the key personnel on the B&A team;
- Introduction of City staff involved with the project;
- A presentation by B&A of the summary brief reviewing the history of the Master Planning and Schematic Design effort. This presentation will be provided in powerpoint format;

- Develop and confirm a common understanding of the scope of work for Task #2 and a submittal schedule;
- Confirmation of the City's and TWAB's project goals and objectives;
- Clarification of project management requirements (frequency of meetings, progress reports, and review periods and approvals);
- Discussion of outstanding design issues related to the plan;
- Site visit and walkthrough with key City staff and design team.

This meeting will require a full day of participation by key City staff and consultants working on Task #2. Team consultants not in attendance during the kick off meeting will participate via conference call.

1.3 Confirm Site Regulatory Requirements

B&A will work with the City to identify and analyze permit and approval requirements of all governmental authorities having jurisdiction to approve the design of the Project.

1.4 Project Set-up

B&A will work with the team's subconsultants to provide most up to date base plans and project drawings.

ACTIVITY 2 – DESIGN DEVELOPMENT

The purposes of this activity are to:

- Establish the final program for the site plan in Phase 1 as indicated on Exhibit A;
- Refine Schematic Design concepts for specific park elements including the following items not yet detailed:
 - Interactive water feature
 - Playgrounds with canvas covering adjacent to interactive water feature
 - Synthetic turf multi-purpose playfield
 - Pedestrian bridge at Admiral's Cut
 - Pedestrian waterfront promenade
 - Park signage, identification and wayfinding including:
 - entry feature statement\
 - vehicular wayfinding signage
 - pedestrian wayfinding signage
 - exercise trail marker design
 - fitness trail signs
 - information and park rules signage
 - Site lighting
- Confirm the parking area layouts, configurations and surface materials
 - Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, and outline specifications. The drawings shall consist of:
 - Site geometry plan with all roadways, sidewalks and circulation areas

- Paving, grading, and drainage plans
- Water and sewer plans and appropriate details and outline specifications
- Landscape plans, details and outline specifications
- Tree disposition plans
- Electrical layout, site lighting details and outline specifications
- Refine schematic design concepts for Horse Stable Building with input by facility operators and users. The preliminary program developed in the prior Master Plan Phase will be utilized as a base program and includes:
 - Building Footprint with +/- 3,200 square feet.
 - Entry Roofed Porch.
 - Office Space with Storage Closet.
 - Accessible Unisex Restroom.
 - Tack Room.
 - Feed Room.
 - Hay Room.
 - Center Isle Area with High Roof.
 - Five Horse Stalls.
 - Deep Roofed Overhang along Horse Stalls side of Building.
 - Fenced Corral Area and Exercise Circle.
 - (This scope assumes the Horse Stable building will be developed as a pre-manufactured structure).**
 - Refine HARC approved plans for Horse Stable Building to incorporate systems, materials, finishes, and engineering
 - a. Site plan with details, including fencing
 - b. Floor, ceiling, and roof plans with lighting and electrical
 - c. Sections and exterior elevations
 - d. Enlarged interior plans, including restroom and stables
 - e. Material selections
 - f. Air conditioning and ventilation layout
 - g. Structural design elements

The final Activity 2 plans will be presented to the City for review and comment. Included in this scope is one presentation to City Commission.

ACTIVITY 3 THROUGH ACTIVITY 5 – CONSTRUCTION DOCUMENTS TO 100%

Based on the final plans approved by the City in Activity 2, B&A will further develop and prepare design drawings for use in permitting and construction. B&A will review the plans with City staff at the 50%, 90% and 100% completion stage of the construction document activity. B&A will prepare all drawings necessary for submission to City/County agencies for review and approval. The City will route the construction plans through the City's permitting process prior to construction.

Based on the City approved Design Development plans and input from City agencies, B&A will incorporate changes and proceed with developing final detailed construction drawings to include:

- **LANDSCAPE:**

- Tree disposition plans indicating all existing trees to be removed, protected or transplanted
- Hardscape layout plans including pedestrian walkways, plaza areas and playground safety surfaces
- Fencing layout plans, details, elevations and specifications
- Planting plans, planting details and specifications
- Site furniture plans and product specifications and details, including benches, waste receptacles, bicycle racks, drinking fountains etc.
- Irrigation layout, details and materials schedule and specifications
- Playground layout and design with product specifications and details
- Playground shelter layout with wind load calculations (by manufacturer)
- Exercise station layout with product specifications and details
- Signage layout plans with details, elevations and specifications
- Layout plan for interactive water feature

- **CIVIL:**

- On-site geometry plan for location of roadway and site improvements including:
 - Roadway centerline geometry with bearings, curve data, vertical and horizontal profiles
 - Edge of pavement signature indicating curb type, edge type, etc...with details.
 - FEMA Flood Lines
 - Roadway striping and signage plans with supporting details.
 - Plans indicating handicap parking spaces, curbs, ramps and supporting details.
 - Layout data for all structures, structured spacing, setbacks, buffers
- Stormwater calculations for use in permitting. Calculations will include on-site AdICPR modeling, storm pipe tabulations, pond specific calculations and pre/post reports.
- Grading and Drainage Plans including:
 - FFE of all structures on site relative to crown of road and responsive to proposed grade changes.
 - Drainage basins, swales, and sub-surface conveyance systems including piping, structures, injection wells
 - Contours or spot elevations for all drainage improvements and roadways
 - Contours or spot elevations for all building pads, around all existing trees to remain and site finish grades.
 - Inverts, pipe sizes, pipe slopes, and other data relative to sub-surface conveyance systems.
- Water and sewer plans depicting the proposed potable water, fire service and sanitary sewer collection system

- Demolition plans indicating disposition of all existing site facilities, utilities and surface treatments
- **STRUCTURAL:**
 - For the horse stable building only
 - Structural Design Criteria and notes for final building design
 - Foundation design, schedules and detailing (based on geotechnical recommendations from geotechnical engineer)
 - Ground floor concrete slab and anchoring coordination for a pre-fabricated building
 - Specification sections related to foundation and concrete slab components
 - Review and coordination of signed and sealed shop drawings from pre-fabricated building manufacturer
 - Review and comments of structural calculations from the pre-fabricated building manufacturer.
 - Structural design, detailing and specifications for entry signage
 - Structural design, plans, details and specifications for pedestrian bridge at Admiral's Cut.
- **ARCHITECTURAL:**
 - Plans for Stable Building to include:
 - Project Cover Sheet with all pertinent General Notes and Information.
 - Project Location Plan and Site Plan with Information and Details.
 - Floor Plan with Information Details
 - Reflected Ceilings Plans with Information and Details
 - Roof Plans with Information and Details.
 - Building Exterior Elevations and Sections with Information and Details.
 - Material Selections Schedules and Specifications.
 - Foundation and Floor Slab Plans with Information and Details.
 - Lighting and Electrical Plans with Information and Details.
 - Plumbing Plans and with Information and Details.
 - Fencing around the Designated Areas with Final Information and Details.
 - Demolition plans for the PAL/Commissary Building (this Activity will be fast tracked with Construction drawings to be completed by May 1, 2014).
- **MEP:**
 - Site electrical service and distribution plans
 - Parking lot lighting plans, details and lighting calculations to determine design illumination levels, lighting design to meet minimum local code requirements
 - Sports lighting plans for multi-purpose playing field
 - Pedestrian walkway lighting plans, details and lighting calculations to determine design illumination levels and fixture specifications

- o Mechanical, plumbing, and electrical with layout and specifications
- o Pump and filtration system layout, details and specifications for interactive water feature

B&A will provide the City with five (5) full sets of construction plans at the completion of each activity, 50%, 90% and 100% and one digital copy of the final approved plans.

ACTIVITY 3 – CONSTRUCTION DOCUMENTS 50%

The 50% construction document submittal will include the full design development package of all project elements and outline specifications identifying major project construction materials and finishes. Consultant will also provide specific building and element locations and overall dimensioning of project elements site wide. The plans will be provided to the City for review and comments. B&A will provide a detailed cost estimate of the plans at this phase. After all departments and staff have commented in writing on the plans, B&A will meet with City staff to review the comments and determine appropriate responses.

ACTIVITY 4 – CONSTRUCTION DOCUMENTS 90% (PERMIT SET)

B&A will prepare a 90%, complete set of Construction Documents for presentation to the City for review and to carry out a "Dry Run" permit procedure. B&A will provide an updated detailed cost estimate of the plans for this activity. The Construction Document Drawings will be complete except for changes and corrections as may be required by the City of Key West Building Department.

ACTIVITY 5 – CONSTRUCTION DOCUMENTS 100%

B&A will prepare a 100%, complete set of Construction Documents for presentation to the City based on the comments received from the City and the changes to the drawings required as per the City of Key West Building Department review.

ACTIVITY 6 – BIDDING AND CONTRACTOR SELECTION ASSISTANCE

B&A will provide assistance for bidding and contractor selection services to the City of Key West after completion of the construction documents as noted below:

- o Respond to all bidder questions regarding project elements and clarification or interpretations of the bidding documents for duration of bid period.
- o Preparation of addenda for distribution by the City
- o Attendance at up to two pre-bid meetings with City and Contractors
- o Preparation of a bid tabulation list
- o Evaluation of the bid pricing, solicitation compliance and verification of Contractor experience and capabilities for the submitted and qualified Contractor bids.

- o Based on criteria established by the City, B&A will provide a suggested recommendation for the bid award.

PRICING

The following are the fees associated with the six work activities:

Activity 1 – Kick Off Meeting/Project Set-up	\$ 16,330.00	LS
Activity 2 – Design Development	\$207,595.00	LS
Activity 3 – Construction Documents 50% Submittal	\$233,830.00	LS
Activity 4 – Construction Documents 90% submittal	\$191,375.00	LS
Activity 5 – Construction Documents 100% Submittal	\$ 62,195.00	LS
Activity 6 – Bidding and Contractor Selection Assistance	\$ 19,605.00	LS
<hr/>		
SUB-TOTAL PROFESSIONAL FEES	\$730,930.00	LS
*REIMBURSABLE EXPENSES (not to exceed amount)	\$ 16,500.00	NTE
<hr/>		
TOTAL ALL FEES	\$747,430.00	

LS = Lump Sum Fee

NTE = Not to Exceed Fee, City will be billed at cost

That portion of the lump sum fees (above) associated with the design of the horse stable building is \$81,000.00. This work includes architectural, civil, structural, MEP and landscape design fees.

NOTES:

*Reimbursable expenses are for B&A expenses only. Expenses for subconsultants are included in the fees for each activity. The reimbursable fees include an allowance for printing and reproduction, courier services, travel expenses including mileage, lodging and meals etc. This is a "not to exceed" amount and will be billed to the City at cost.

ADDITIONAL NOTES:

All plans and documents will be provided to the City in digital format (pdf & AutoCad) for printing and use by the City for this project. (Plans and drawings are not permitted for use on any other project without prior approval by B&A). B&A will provide up to five hard copies of all documents prepared under this scope.

If new public facilities or buildings are incorporated into the park program, in addition to those illustrated in Phase 1 on Exhibit A, the fee structure will be adjusted. The fees do not include the design of a structure for the Amphitheater facility, the Community Center, renovation of Building 103, public restrooms or construction administration/oversight.

Fees include attendance at up to eight TWAB/staff meetings by the B&A Project Manager, Randy Hollingworth and appropriate team members. Additional meetings will be billed as additional services at the hourly rates for the specific professionals attending the meetings.

Individual elements of the Task order may be amended and reduced in detail, area of investigation and amount or area of reporting and products by the LRA Contract Administrator, following consultation with the Consultant, when such is in the best interest of the City. The City shall provide such task order instruction to the Consultant in writing and Consultant will modify lump sum fees according to amount of work added or deleted.

ITEMS NOT INCLUDED IN SCOPE:

1. Market studies
2. Aerials
3. Underground mapping
4. Geotechnical/soils testing (Task 1)
5. Underwater inspections
6. Underwater environmental mapping
7. Materials Testing
8. Additional areas of the site not within the boundaries as shown in project area Phase 1, on Exhibit A
9. Environmental Permitting for Footbridge at Admiral's Cut (Task 1)
10. Any permitting associated with wetland impacts, protected species, or hazardous materials
11. Additional site surveys
12. Any work associated with off-site utilities
13. Application fees for all permit submittals
14. Asbestos/mold abatement survey, documentation, and remediation
15. Construction contracting or administration during construction
16. Renovations to Building 103 including restrooms for the interactive water feature. (City to provide prefab restrooms)
17. Amphitheater Facility, Community Center or Public Restrooms
18. Design of guardhouse or security facility for Navy Mole Pier entrance gate
19. Approval through the Planning Department is not included in Task 2. This work is included in the original Task 1 scope.
20. Preparation of bid tabulation list
21. Attendance by B&A staff at bid opening
22. Documentation of bidding results

ADDITIONAL SERVICES

Additional services are those which arise as a result of unforeseen circumstances during the design of a project and which therefore, cannot be included in the basic services agreement. Such additional services, when requested in writing by the City, shall be performed at an hourly rate per the Design Professional rates. Additional Services are as defined in the AIA Document B101 – 2007 Edition – Standard Form of Agreement

between Owner and Architect, Article 4 and include:

Providing services in connection with evaluating substitutions proposed by the contractor, and making subsequent revisions resulting therefrom are an additional service.

EXHIBIT A – PHASE 1 PROJECT LIMITS



Summer Matters from

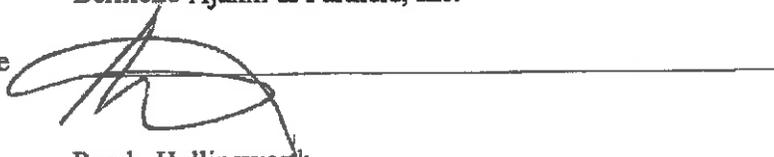


Truth of Negotiation Certificate

This is to certify that, to the best of my knowledge and belief, the cost or pricing data submitted, either actually or by specific identification in writing, to the City of Key West Naval Properties Local Redevelopment Authority (LRA) in support of Task Order 2 for the Truman Waterfront Phase 1 Design is accurate, complete, and current as of February 6, 2014. This certification is in accordance with Paragraph 5.1.1.4 of the Agreement between the Firm and the LRA dated October 28, 2011.

Firm Bermello Ajamil & Partners, Inc.

Signature

A handwritten signature in black ink, appearing to read "Randy Hollingworth", is written over a horizontal line. The signature is stylized and cursive.

Name Randy Hollingworth

Title Vice President

Date of Execution February 10, 2014

PROPOSED PHASE 1

PHASE 1
ESTIMATED COST \$18-
\$23 MILLION



This plan is subject to the Council of Pedagogical Studies' decision. CPE 334 § 19.1. The Council of Pedagogical Studies' decision is final. The Council of Pedagogical Studies' decision is final. The Council of Pedagogical Studies' decision is final.

LEGEND

- Navy Property
- Future Development Site
- State Property

0 50 100 150

Truman Waterfront Park

THE CITY OF KEY WEST
DATE 1-17-2014

**TRUMAN WATERFRONT PARK
PHASE 1 PRELIMINARY ESTIMATE OF PROBABLE COST AND CONSULTANT DESIGN FEE EVALUATION**

Truman Waterfront Park Phase I - Revised 03.03.2014

Direct Cost of Work			
Demolition			\$1,136,998
Landscaping & Irrigation			\$3,415,470
Roadways & Pavements			\$3,895,916
Multi-Purpose Center			\$3,000,000
Site Improvements			\$3,644,945
Site Lighting			\$2,341,132
Site Utilities			\$1,478,738
	Subtotal		\$18,913,199
General Contractor Fees	15%		<u>\$2,836,980</u>
	Subtotal		\$21,750,179
Value Engineering Deductions/Competitive Bid	-8%		<u>-\$1,740,014</u>
Total Construction Cost Estimate			\$20,010,165
Estimated Probable Cost Range (-10% to +15%)			\$18,009,148 to \$23,011,689
	Say		\$18,000,000 to \$23,000,000
BA Consultant Fee			
		<u>% of Total Fee</u>	<u>% of Project</u>
Task 1 Fee		\$413,900	28.6%
Task 2 Fee		<u>\$1,034,365</u>	<u>71.4%</u>
		\$1,448,265	100.0%
BA Consultant Fee as % of Construction Cost:	\$23,000,000		<u>6.30%</u>

Florida Department of Management Services Fee Guidance Range: 6.10% to 6.46% of construction cost

Fee Guide Calculator

For Architectural and Engineering Services

State of Florida, Department of Management Services



Version Posted: March 2012

Project Name:							
CONSTRUCTION COST FOR BUILDING (Site Work Not Included)	COMPLEXITY GROUP - PERCENTAGE						
	A	B	C	D	E	F	G
\$ 23,000,000	6.81%	6.46%	7.35%	6.10%	5.76%	5.42%	6.13%
CALCULATED FEE	\$1,565,883	\$1,485,138	\$1,690,472	\$1,402,880	\$1,325,588	\$1,246,843	\$1,409,044

Instructions: Fill in probable construction cost at left and push enter key.

GROUP DEFINITIONS:

- "A" - CONSIDERABLY MORE THAN AVERAGE COMPLEXITY:** Complex Laboratories, Medical Hospitals
- "B" - MORE THAN AVERAGE COMPLEXITY:** Average Laboratories, Mental Hospitals, Simple Medical Hospitals, Clinics, Court Houses, Theatres, Complex University Buildings, Special Purpose Classrooms, Laboratory Classrooms, Libraries, Auditoriums, Museums, Air Terminals, Food Service Facilities, Specialized Detention Areas, Detention-Treatment Areas, Residences, Emergency Management Centers
- "C" - REPAIRS AND RENOVATIONS:** Miscellaneous Repairs and Renovations, Alterations to Office Space or Dormitory Space, Fire Code Corrective Work
- "D" - AVERAGE COMPLEXITY:** General Office Space, General Teaching Space, Gymnasiums, General Detention Living Facilities, Factory Buildings
- "E" - LESS THAN AVERAGE COMPLEXITY:** Apartment Buildings, Dormitory Buildings, Service Garages, Stadiums, Repetitive Design Facilities, Office Buildings With Undefined Interior Space (open for later partitioning), Specialized Parking Structures
- "F" - CONSIDERABLY LESS THAN AVERAGE COMPLEXITY:** Warehouses, Parking Garages, Storage Facilities
- "G" - BUILDING ENGINEERING SERVICES:** Mechanical, Electrical and Structural not exceeding \$1,000,000 in construction (Not including Site Civil)

ADDITIONAL SERVICES & EXPENSES:
 The following services are considered Additional to Basic Services and are not included within the basic fee represented by the fee guides:

- | | |
|---|---|
| <ul style="list-style-type: none"> -Feasibility Studies/ Analysis -Facility Programming -Master Planning -Soils Investigations/Reports -Surveys -Topographic/Boundary
Vegetation/Improvements/Utilities -Measured Drawings of Existing Facilities -Existing Facilities Analysis -Toxic Substance Mitigation Surveys and Consultation -Site Environmental Assessments -Site DRI, PUD, Site Plan Review and/or Zoning Modifications -Traffic Analysis and Traffic Signal Warrant Studies -Civil Engineering Design including Paving/Grading/Utilities
/Drainage/Stormwater Management/Environmental & All Site Permitting -Existing Site Utility Infrastructure Improvements -Site Lighting Design -Landscape Architectural & Irrigation Design -Specialty Consultants
Voice/Data Communications; Electronic/Audio Visual; Food Service Equipment; Hazardous Material; Hospital/Laboratory; Interior Design; Indoor Air Quality; Quality Control; Theater/Acoustical; Security -Life Cycle Cost (ROI) and/or Federal DOE Energy Analysis | <ul style="list-style-type: none"> -LEED Consultation -Graphic and Signage Design -Special Code Reviews including ACHA -Detailed Cost Estimates -Documents Prepared For:
-Alternate Bids Exceeding Contract Scope
-Excessive Change Orders
-Multiple Construction Contracts
-Record Documents/As Built -Prolonged Construction Contract Administration Services -Structural Threshold Inspections -Project Representation During Construction Beyond Bi-Monthly Administration -Additional Construction Contract Administration Services for Multiple Contracts -Building Commissioning and Training Services -Post Occupancy Inspections/ Evaluations -Renderings/ Models -Substantive Changes to Scope, Size or Complexity -Owner Requested Changes to Approved Documents -Reimbursable Expenses*
Including, but not limited to, reproduction/ printing costs, travel expenses and special mail service expenses |
|---|---|

* As defined in the Division of Real Estate Development and Management Form of Agreement Between Owner and Architect - Engineer.

TASKS		B&A Landscape Architecture										B&A TOTAL Hours and Fees	
		Principal		Project Manager		Landscape Architect		Landscape Designer/Planner		Clerical		HOURS SUBTOTAL	FEE SUBTOTAL
		HRS	\$250 RATE/HR	HRS	\$170 RATE/HR	HRS	\$150 RATE/HR	HRS	\$105 RATE/HR	HRS	\$50 RATE/HR		
PHASE 1	Kick off Meeting/Setup												
	Kick Off Meeting/Workshop	1	\$250	6	\$1,020	3	\$450	2	\$210	4	\$200	16	\$2,130
PHASE 2	Design Development												
	Design Development	9	\$2,250	186	\$31,420	330	\$49,500	366	\$38,430	22	\$1,100	913	\$122,900
PHASE 3	Construction Document 50%												
	50% Submission	9	\$2,250	163	\$27,710	184	\$27,600	277	\$29,085	17	\$850	650	\$87,495
PHASE 4	Construction Document 90%												
	90% Submission	7	\$1,750	116	\$19,720	194	\$29,100	258	\$27,090	21	\$1,050	594	\$78,710
PHASE 5	Construction Document 100%												
	100% Submission	6	\$1,500	29	\$4,930	60	\$9,000	88	\$9,240	6	\$300	189	\$24,970
PHASE 4	Bidding and Contractor Selection Assistance												
	Bidding and Contractor Selection Assistance	1	\$250	13	\$2,210	9	\$1,350	4	\$420	4	\$200	31	\$4,490
BASE SCOPE OF SERVICES SUBTOTAL		33	\$8,250	613	\$87,210	780	\$117,000	995	\$104,475	74	\$3,700	2395	\$320,635
ESTIMATED EXPENSES													
SCOPE OF SERVICES TOTAL													

FIRM: Bermello Ajami
 FEE BUDGET prepared (w com ch.) 3-3-14
 Truman Waterfront Park TASK 2
 City of Key West, Florida

B&A Architecture

TASKS	B&A Architecture											B&A TOTAL Hours and Fees	
	Principal		Project Manager		Senior Architect		Senior Cadd Technician		Clascal		HOURS SUBTOTAL	FEE SUBTOTAL	
	HRS	\$250 RATE/HR	HRS	\$170 RATE/HR	HRS	\$150 RATE/HR	HRS	\$90 RATE/HR	HRS	\$50 RATE/HR			
PHASE 1	Kick off Meeting/Setup												
	Kick Off Meeting/Workshop	1	\$250	7	\$1,190	6	\$900	8	\$720	2	\$100	24	\$3,140
PHASE 2	Design Development												
	Design Development	3	\$750	96	\$16,320	159	\$23,850	232	\$20,880	15	\$750	505	\$42,890
PHASE 3	Construction Document 50%												
	50% Submission	1	\$250	55	\$9,350	206	\$30,900	158	\$14,230	10	\$500	490	\$46,220
PHASE 4	Construction Document 90%												
	90% Submission	1	\$250	69	\$10,710	167	\$23,550	167	\$15,030	6	\$300	394	\$49,840
PHASE 5	Construction Document 100%												
	100% Submission	3	\$750	40	\$6,800	129	\$19,350	129	\$11,610	3	\$150	304	\$58,640
PHASE 6	Bidding and Contractor Selection Assistance												
	Bidding and Contractor Selection Assistance	0	\$0	7	\$1,190	22	\$3,300	10	\$900	3	\$150	42	\$5,540
BASE SCOPE OF SERVICES SUBTOTAL		9	\$2,250	268	\$45,560	679	\$101,850	704	\$63,360	39	\$1,950	1699	\$214,970

ESTIMATED EXPENSES

SCOPE OF SERVICES TOTAL

FIRM: Bermello Ajardi
 FEE SCHEDULE prepared (w/ com ct.) 3-3-14
 Human Waterfront Park TASK 2
 City of Key West, Florida

TASKS		B&A Bridge Structural						ODA	INDS	PEREZ ENGINEERING	BS Cost	Tom Giddens	W. B. Quinn	Aquadynamics	TOTALS
		Structural Engineer		18 Engineer		TOTAL Hours and Fees		Structural	INDS	CIVIL	Cost Estimates	Design and Drafting	Project Mgmt	Hydroin Design	FEES BY CLASS
		NO	\$150 RATE/HR	NO	\$90 RATE/HR	HOURS APPROVAL	FEES SUBTOTAL	Lump Sum Fee	Lump Sum Fee	Lump Sum Fee	Lump Sum Fee	Lump Sum Fee	Lump Sum Fee	Lump Sum Fee	FEES BY CLASS
PHASE 1	Kick Off Meeting/Setup														
	Kick Off Meeting/Workshop	4	\$1,020	4	\$360	10	\$1,380	\$2,400	\$1,000	\$2,980	\$200	\$1,000	\$1,000	\$1,200	\$14,490
PHASE 2	Design Development														
	Design Development	24	\$4,080	44	\$3,960	68	\$8,040	\$4,000	\$29,400	\$40,400	\$0	\$14,400	\$500	\$4,000	\$290,600
PHASE 3	Construction Document 50%														
	50% Submission	32	\$5,440	45	\$4,050	77	\$8,490	\$14,940	\$24,726	\$7,660	\$21,600	\$13,300	\$3,420	\$4,800	\$309,380
PHASE 4	Construction Document 90%														
	90% Submission	25	\$4,200	42	\$3,780	67	\$7,980	\$10,670	\$21,446	\$32,640	\$17,800	\$11,000	\$4,000	\$4,300	\$242,196
PHASE 5	Construction Document 100%														
	100% Submission	16	\$3,060	46	\$4,140	62	\$7,200	\$4,780	\$6,830	\$14,480	\$700	\$2,000	\$3,720	\$5,600	\$113,240
PHASE 6	Bidding and Contractor Selection Assistance														
	Bidding and Contractor Selection Assistance	4	\$480	15	\$1,350	19	\$2,030	\$1,500	\$1,000	\$2,900	\$400	\$700	\$300	\$1,200	\$19,400
BASIS SCOPE OF SERVICES SUBTOTAL														\$1,012,445	
ESTIMATED EXPENSES														\$21,700	
SCOPE OF SERVICES TOTAL														\$1,034,145	