

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



**Development Plan & Conditional Use Application**

**Applications will not be accepted unless complete**

Development Plan

Major   
 Minor

Conditional Use

Historic District

Yes   
 No

Please print or type:

- 1) Site Address 3900 South Roosevelt Boulevard
- 2) Name of Applicant Critical Concern Consultants
- 3) Applicant is: Owner  Authorized Representative   
 (attached Authorization and Verification Forms must be completed)
- 4) Address of Applicant 317 Whitehead Street  
Key West, Florida 33040
- 5) Applicant's Phone # 305-304-7374 Email \_\_\_\_\_
- 6) Email Address: ccc kw@hotmail.com
- 7) Name of Owner, if different than above Ocean Walk Key West Owner, LLC
- 8) Address of Owner 119 Washington Ave. Miami Beach, FL 33139
- 9) Owner Phone # 305-531-2426 Email crestwick@mastcapital.com
- 10) Zoning District of Parcel HDR RE# \_\_\_\_\_
- 11) Is Subject Property located within the Historic District? Yes  No   
 If Yes: Date of approval \_\_\_\_\_ HARC approval # \_\_\_\_\_  
 OR: Date of meeting \_\_\_\_\_
- 12) Description of Proposed Development and Use. Please be specific, list existing and proposed buildings and uses, number of dwelling units, parking, restaurant seats, vehicles proposed, etc. If there is more than one use, describe in detail the nature of each use (Give concise description here and use a separate sheet if necessary).

Major Development Application for the addition of 80 units of residential housing comprised of 56 market rate and 24 affordable workforce housing units. Application is being made concurrently with an Application for Development Agreement.

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13) Has subject Property received any variance(s)? Yes \_\_\_\_\_ No  \_\_\_\_\_  
If Yes: Date of approval \_\_\_\_\_ Resolution # \_\_\_\_\_

Attach resolution(s).

14) Are there any easements, deed restrictions or other encumbrances on the subject property?  
Yes  No \_\_\_\_\_

If Yes, describe and attach relevant documents.

Easements of record as recited on survey  
provided by CDS - Commercial Due Diligence Services

- A. For both *Conditional Uses* and *Development Plans*, provide the information requested from the attached **Conditional Use and Development Plan** sheet.
- B. For *Conditional Uses* only, also include the **Conditional Use Criteria** required under Chapter 122, Article III, Sections 122-61 and 122-62 of the Land Development Regulations (see attached copy of criteria).
- C. For *Major Development Plans* only, also provide the **Development Plan Submission Materials** required under Chapter 108, Article II, Division 7, Sections 108-226 through 108-248 of the Land Development Regulations (see attached copy of criteria) and any additional information as determined by the Planning Staff.
- D. For both *Conditional Uses* and *Development Plans*, one set of plans MUST be signed & sealed by an Engineer or Architect.

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



## OWNERSHIP CERTIFICATION

To: CITY OF KEY WEST, FLORIDA, a municipal corporation

It is hereby certified that with regards to the real property located at 3900 South Roosevelt Blvd., Key West, Florida (the "Property") we have examined Policy No. 18189-28-4887118-2014.7230609-91995684 issued by Chicago Title Insurance Company with an Effective Date of September 9, 2014 at 9:34 a.m. (the "Title Evidence"), which Title Evidence covers the period from the BEGINNING through September 9, 2014 at 9:34 a.m., inclusive, with respect to the Property.

Basing our opinion solely on the aforesaid Title Evidence covering said period, we are of the opinion that on the last mentioned date, the fee simple title to the Property was vested in:

Ocean Walk Key West Owner, L.L.C., a Delaware limited liability company ("Owner") by virtue of Warranty Deed recorded September 9, 2014 in Official Records Book 2702, Page 198 of the Public Records of Monroe County, Florida.

Basing our opinion solely upon review of: (a) that certain Limited Liability Company Agreement of Ocean Walk Key West Owner, L.L.C., a Delaware limited liability company, dated as of July 18, 2014 and (b) a certificate to counsel from Operating Member (as hereinafter defined) (the "Certificate to Counsel"), the member of Owner is Ocean Walk Key West, LLC, a Delaware limited liability company ("OWKW").

Basing our opinion solely upon review of: (a) that certain Limited Liability Company Agreement of Ocean Walk Key West, LLC, by and between RP Ocean Walk Key West, L.L.C., a Delaware limited liability company ("Rockpoint"), and M-3900 S Roosevelt Associates, LLC, a Delaware limited liability company ("Operating Member"), dated as of September 3, 2014 (the "OWKW LLC Agreement") and (b) the Certificate to Counsel, the members of OWKW are Rockpoint and Operating Member.

Basing our opinion solely upon review of: (a) the OWKW LLC Agreement and (b) the Certificate to Counsel, the "Manager" (as defined in the OWKW LLC Agreement) of OWKW is Operating Member.

Basing our opinion solely upon review of: (a) that certain Amended and Restated Limited Liability Company Agreement of M-3900 S Roosevelt Associates, LLC (the "OM LLC Agreement") and (b) the Certificate to Counsel, the Manager (as defined in the OM LLC Agreement) of Operating Member is MC Manager, LLC, a Florida limited liability company ("MC Manager").

Basing our opinion solely upon review of: (a) that certain Operating Agreement of MC Manager, LLC, dated June 14, 2011 (the "MC LLC Agreement"), and (b) the Certificate to Counsel, the Manager (as defined in the MC LLC Agreement) of MC Manager is Mast Capital, Inc., a Florida corporation ("Mast").

Basing our opinion solely upon review of the Certificate to Counsel, the President and Chief Executive Officer of Mast is Camilo Miguel, Jr.

[SEE NEXT PAGE FOR EXECUTION]

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida, and am a member in good standing of the Florida Bar.

Respectfully submitted this  
8<sup>th</sup> day of December, 2015.

GREENBERG TRAURIG, P.A.

By: *[Signature]*

Kimberly S. LeCompte, Esq.  
Florida Bar No. 456799  
333 SE 2nd Avenue  
Miami, Florida 33131  
(305) 579-0500

STATE OF FLORIDA                    )  
  ) SS:  
COUNTY OF MIAMI-DADE        )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of December, 2015 by Kimberly S. LeCompte, who is personally known to me or produced \_\_\_\_\_ as identification.

*[Signature]*  
Print Name Diane E. Renna  
Notary Public, State of Florida  
Commission No. FF 106808  
My Commission Expires: 4-06-2018





**City of Key West  
Planning Department**




**Authorization Form**  
*(Where Owner is a Business Entity)*

Please complete this form if someone other than the owner is representing the property owner in this matter.

I, Camilo Miguel, Jr. as  
*Please Print Name of person with authority to execute documents on behalf of entity*  
CEO of MC Manager, LLC, the Manager of  
M-3900 S Roosevelt Associates, LLC, the Operating Member  
of Ocean Walk Key West, LLC, the sole Member  
*Name of office (President, Managing Member)* of Ocean Walk Key West Owner, LLC  
*Name of owner from deed*

authorize Critical Concern Consultants (James Hendrick, Donna Bosold)  
*Please Print Name of Representative*

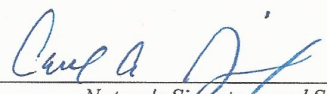
to be the representative for this application and act on my/our behalf before the City of Key West.

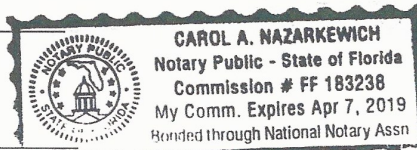
  
*Signature of person with authority to execute documents on behalf on entity owner*

Subscribed and sworn to (or affirmed) before me on this November 23, 2015

*Date*  
by Camilo Miguel, Jr., the CEO of MC Manager, LLC, the Manager of M-3900 S Roosevelt Associates, LLC,  
the Operating Member of Ocean Walk Key West, LLC, the sole Member of Ocean Walk Key West Owner, L.L.C.  
*Name of person with authority to execute documents on behalf on entity owner*

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

  
*Notary's Signature and Seal*



*Name of Acknowledger typed, printed or stamped*

*Commission Number, if any*

**City of Key West  
Planning Department**



**Verification Form**

*(Where Authorized Representative is an entity)*

I, James T. Hendrick in my capacity as Principal  
(print name) (print position; president, managing member)

of Critical Concern Consultants (James T. Hendrick, Donna Rosold)  
(print name of entity serving as Authorized Representative)

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

3900 South Roosevelt Boulevard

*Street Address of subject property*

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

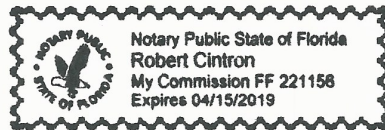
[Signature]  
*Signature of Authorized Representative*

Subscribed and sworn to (or affirmed) before me on this 16 February 2016 by  
date

James T. Hendrick and Donna Rosold  
Name of Authorized Representative

They are  
He/She is personally known to me or has presented N/A as identification.

[Signature]  
Notary's Signature and Seal



ROBERT CINTRON  
Name of Acknowledger typed, printed or stamped

221156  
Commission Number, if any



EXHIBIT A

**LEGAL DESCRIPTION**

Parcel 1

Phase I

From the Northeast corner of Parcel #34 as shown on PLAT SURVEY OF LANDS ON ISLAND OF KEY WEST, MONROE COUNTY, FLORIDA, recorded in Plat Book 3, Page 35, of the Monroe County Official Records, go North 21 degrees 22 minutes 20 seconds West along the West line of Roosevelt Boulevard a distance of 50 feet to a point; thence South 68 degrees 45 minutes 40 seconds West along the South bank of a canal a distance of 500 feet to a point, said point, being a point on the Westerly boundary of a proposed road South 21 degrees 22 minutes 20 seconds East 1451.55 feet according to Deed as recorded in Official Records Book 564, Pages 561 through 564, Public Records of Monroe County, Florida to a point of curvature with a circular curve concave to the West and having for its element a central angle of 11 degrees 07 minutes 00 seconds and a radius of 2339.93 feet; thence Southeasterly along the arc of said curve 454.00 feet to a point of tangency thence run South 10 degrees 15 minutes 20 seconds East 6.31 feet to the Point of Beginning of the following described parcel of land; thence continue South 10 degrees 15 minutes 20 seconds East 299.34 feet; thence leaving the said Westerly boundary of a proposed road, run South 54 degrees 27 minutes 50 seconds West 85.26 feet; thence run South 13 degrees 58 minutes 44 seconds West 336.86 feet; thence run South 11 degrees 00 minutes 00 seconds East 150.00 feet to a point on the Northerly boundary line of a proposed road; thence along the said Northerly boundary line North 88 degrees 41 minutes 54 seconds West 540.00 feet to a point, said point being the Westerly line of Parcel 38; thence leaving said Northerly boundary of a proposed road, run along the aforementioned Westerly line of Parcel 38, North 21 degrees 14 minutes 20 seconds West 994.78 feet; thence leaving said Westerly boundary, run North 69 degrees 18 minutes 46 seconds East 423.26 feet to a point; thence run South 20 degrees 41 minutes 14 seconds East 540.00 feet to a point; thence run North 69 degrees 18 minutes 46 seconds East 340.00 feet to a point, thence run North 29 degrees 20 minutes 29 seconds East 131.12 feet to the Point of Beginning.

Parcel T

From the Northeast corner of Parcel #34 as shown on PLAT SURVEY OF LANDS ON ISLAND OF KEY WEST, MONROE COUNTY, FLORIDA recorded in Plat Book 3, Page 35, of Monroe County Official Records, go North 21 degrees 22 minutes 20 seconds West along the West line of Roosevelt Boulevard a distance of 50 feet to a point; thence South 68 degrees 45 minutes 40 seconds West along the South bank of a canal a distance of 500 feet to a point; said point being a point on the Westerly boundary of a proposed road; thence run South 21 degrees 22 minutes 20 seconds East 1451.55 feet, according to a Deed as recorded in Official Records Book 564, Pages 561 through 564, Public Records of Monroe County, Florida, to a point of curvature with a circular curve concave to the West and having for its elements a central angle of 11 degrees 07 minutes 00 seconds and a radius of 2339.93 feet; thence run Southeasterly along the arc of said curve 454.00 feet to a point of tangency; thence run South 10 degrees 15 minutes 20 seconds East 305.65 feet to the Point of Beginning of the following described parcel of land; thence continue South 10 degrees 15 minutes 20 seconds East 543.82 feet to a point on a line,



said line lying 250.00 feet (as measured at right angles) Northerly of a parallel with the centerline of the Main Runway of the Key West International Airport, thence leaving the said Westerly boundary of a proposed road, run South 87 degrees 33 minutes 24 seconds West 183.92 feet to a point on the Northerly boundary line of a proposed road; thence run North 61 degrees 15 minutes 57 seconds West 40.14 feet; thence leaving said Northerly boundary of a proposed road, North 11 degrees 00 minutes 00 seconds West 150.00 feet; thence run North 13 degrees 58 minutes 44 seconds East 336.86 feet; thence run North 54 degrees 27 minutes 50 seconds East 85.26 feet to the Point of Beginning.

Parcel 2

A 40 foot Easement along the Easterly boundary of the following, as recorded July 3, 1986, in Official Records Book 980, Page 659, Public Records of Monroe County, Florida:

(a)

From the Northeast corner of Parcel 34 as shown on PLAT SURVEY OF LANDS ON ISLAND OF KEY WEST, MONROE COUNTY, FLORIDA, recorded in Plat Book 3, Page 35 of Monroe County Official Records go North 21 degrees 22 minutes 20 seconds West along the West line of Roosevelt Boulevard a distance of 50 feet to a point; thence South 68 degrees 45 minutes 40 seconds West along the south bank of a canal a distance of 500 feet to a point; thence run along the Easterly property line of Parcel 38, South 21 degrees 22 minutes 20 seconds East 966.79 feet to the Point of Beginning of the following described parcel of land:

Thence continue South 21 degrees 22 minutes 20 seconds East 464.32 feet to a point of curvature with a horizontal curve concave to the West, having for its elements a central angle of 3 degrees 00 minutes 03 seconds and a radius of 2339.93 feet, thence run along the arc of said curve 122.5 feet to a point; said point being a corner common to Tracts 3 and 4; thence run along the division line between Tracts 3 and 4, South 69 degrees 18 minutes 46 seconds West 478.10 feet to a corner common to Tracts 3, 4 and 5; thence run along the division lines between Tracts 3 and 5, North 20 degrees 41 minutes 14 seconds West 100.00 feet; thence South 69 degrees 18 minutes 46 seconds West 423.26 feet to a point on the westerly boundary of Tract 38; thence run along said westerly boundary of Tract 38, North 21 degrees 14 minutes 20 seconds West 841.42 feet to a point; thence leaving said westerly boundary run North 70 degrees 01 minutes 10 seconds East 34.53 feet to a point on the Mean High Water Line as shown on the attached sketch defined by elevation +0.64 feet N.G.V.D.; thence run along the said Mean High Water Line with the following 18 courses:

1. North 37 dearees 08 minutes 36 seconds East 45.30 feet;
2. North 64 degrees 59 minutes 46 seconds East 67.63 feet;
3. North 79 degrees 44 minutes 27 seconds East 57.30 feet;
4. North 84 degrees 05 minutes 02 seconds East 46.68 feet;
5. South 83 degrees 57 minutes 40 seconds East 93.71 feet;
6. South 74 degrees 40 minutes 50 seconds East 89.22 feet;
7. South 29 degrees 14 minutes 00 seconds East 75.92 feet;
8. South 37 degrees 36 minutes 35 seconds East 56.18 feet;
9. North 74 degrees 36 minutes 43 seconds East 95.07 feet;
10. North 62 degrees 31 minutes 24 seconds East 45.87 feet;
11. South 52 degrees 45 minutes 10 seconds East 46.17 feet;

- |     |                  |            |            |   |
|-----|------------------|------------|------------|---|
| 12. | South 48 degrees | 21 minutes | 29 seconds | East 66.84 feet;                          |
| 13. | South 65 degrees | 09 minutes | 17 seconds | East 62.11 feet;                          |
| 14. | North 71 degrees | 23 minutes | 36 seconds | East 76.29 feet;                          |
| 15. | North 51 degrees | 54 minutes | 45 seconds | East 52.29 feet;                          |
| 16. | North 61 degrees | 17 minutes | 37 seconds | East 44.02 feet;                          |
| 17. | South 80 degrees | 30 minutes | 14 seconds | East 34.19 feet;                          |
| 18. | North 60 degrees | 26 minutes | 12 seconds | East 42.34 feet to the Point of Beginning |

AND

(b)

From the Northeast corner of Parcel #34 as shown on "Plat Survey of Lands on Island of Key West, Monroe County, Florida" recorded in Plat Book 3, Page 35, of the Public Records of Monroe County, Florida go North 21 degrees 22 minutes 20 seconds West along the West line of Roosevelt Boulevard a distance of 50 feet to a point; thence South 68 degrees 45 minutes 40 seconds West along the south bank of a canal a distance of 500 feet to a point, said point being a point on the westerly boundary of a proposed road thence along said westerly boundary South 21 degrees 22 minutes 20 seconds East 1431.11 feet to a point of curvature with a circular curve concave to the west and having for its elements a central angle of 3 degrees 00 minutes 03 seconds and a radius of 2339.93 feet, thence run Southeasterly along the arc of said curve 122.55 feet to the Point of Beginning of the following described parcel of land; thence continue southeasterly along the arc of a circular curve concave to the west having for its elements a central angle of 8 degrees 06 minutes 57 seconds and a radius of 2339.93 feet to a distance of 331.45 feet to a point of tangency; thence run South 10 degrees 15 minutes 20 seconds East 31.19 feet to a point; thence leaving said westerly boundary of a proposed road, run South 29 degrees 20 minutes 29 seconds West 124.85 feet; thence run South 69 degrees 18 minutes 46 seconds West 340.00 feet; thence run North 20 degrees 41 minutes 14 seconds West 440.00 feet; thence run North 69 degrees 18 minutes 46 seconds East 478.10 feet to the Point of Beginning.

#### Parcel 3

A 60 foot Easement as recorded July 3, 1986, in Official Records Book 980, Page 647, and recorded July 11, 1986, in Official Records Book 980, page 2432, Public Records of Monroe County, Florida across the following:

A strip of land sixty feet in width as described below:

From the Northeast corner of Parcel #34 as shown on the "Plat of Survey of Lands on the Island of Key West, Monroe County, Florida", recorded in Plat Book 3, Page 35 of Monroe County Official Records, thence South 21 degrees 22 minutes 20 seconds East along the line of Roosevelt Boulevard a distance of 940 feet to a point which point is the point of beginning; continue South 21 degrees 22 minutes 20 seconds East a distance of 60 feet to a point; thence South 68 degrees 45 minutes 40 seconds West a distance of 450 feet to a point; said line being the dividing line between Parcels 34 and 35; thence North 21 degrees 22 minutes 20 seconds



West a distance of 60 feet; thence North 68 degrees 45 minutes 40 seconds East a distance of 450 feet back to the point of beginning, said parcel being the southerly 60 feet of Parcel #34.

Parcel 4:

A Parcel of land being a portion of Parcel 38, as recorded in Plat Book 4, page 69, of the Public Records of Monroe County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Parcel 34 as shown on Plat of SURVEY OF LANDS ON ISLAND OF KEY WEST, Monroe County, Florida, as recorded in Plat Book 3, page 35, of the Public Records of Monroe County, Florida; thence North 21 degrees 22 minutes 30 seconds West along the West line of Roosevelt Boulevard for 50.00 feet; thence South 68 degrees 45 minutes 40 seconds West along the South bank of a canal for 500.00 feet; thence South 21 degrees 22 minutes 20 seconds East for 1431.55 feet to a point of curvature of a circular curve concave to the Southwest; thence Southwesterly along the arc of said curve having a radius of 2339.93 feet and a central angle of 8 degrees 53 minutes 03 seconds for 362.83 feet to a point on the arc of said curve bearing North 77 degrees 30 minutes 43 seconds East from the center of said curve, said point being the POINT OF BEGINNING of the hereinafter described parcel; thence continue along the arc of said curve having a radius of 2339.93 and a central angle of 2 degrees 13 minutes 57 seconds for 91.17 feet to a point of tangency; thence South 10 degrees 15 minutes 20 seconds East for 6.31 feet; thence South 29 degrees 20 minutes 29 seconds West for 131.12 feet; thence South 69 degrees 18 minutes 46 seconds West for 340.00 feet; thence North 20 degrees 41 minutes 14 seconds West for 150.42 feet; thence South 66 degrees 14 minutes 20 seconds East for 82.14 feet; thence North 69 degrees 18 minutes 46 seconds East for 310.24 feet; thence North 24 degrees 18 minutes 46 seconds East for 123.74 feet to the POINT OF BEGINNING.

Parcel 5:

A Utility Easement as recorded May 15, 1989, in Official Records Book 1092, page 0262, of the Public Records of Monroe County, Florida, over, under, upon and across the following:

A strip of land consisting of the Northerly 25.00 feet of a parcel of land being a portion of Parcel 38, as recorded in Plat Book 4, page 69, of the Public Records of Monroe County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Parcel 34 as shown on Plat of SURVEY OF LANDS ON ISLAND OF KEY WEST, Monroe County, Florida, as recorded in Plat Book 3, page 35, of Monroe County Official Records; thence North 21 degrees 22 minutes 20 seconds West along the West line of Roosevelt Boulevard a distance of 50.00 feet to a point; thence South 68 degrees 45 minutes 40 seconds West along the South bank of a canal a distance of 500.00 feet to a point, said point being a point on the Westerly boundary of a proposed road, thence along said westerly boundary South 21 degrees 22 minutes 20 seconds East 1431.11 feet to a point of curvature with a circular curve concave to the West and having for its elements a central angle of 0 degrees 33 minutes 06 seconds and a radius of 2339.93 feet; thence Southeasterly along the arc of said curve 22.53 feet to the POINT OF BEGINNING of the following described parcel of land; thence continue Southeasterly along the arc of a circular curve concave to the West, having for its elements a central angle of 0 degrees 33 minutes 54 seconds and a radius



of 2339.93 feet, for a distance of 431.47 feet to a point of tangency; thence South 10 degrees 15 minutes 20 seconds East 31.13 feet to a point; thence leaving said Westerly boundary of a proposed road, South 29 degrees 20 minutes 29 seconds West 124.85 feet; thence South 69 degrees 18 minutes 46 seconds West 340.00 feet; thence North 20 degrees 41 minutes 14 seconds West 540.00 feet; thence North 69 degrees 18 minutes 46 seconds East 480.06 feet to the POINT OF BEGINNING, together with that land (hiatus) lying Easterly of the above-described land and lying Westerly of the State Road described in a certain instrument filed February 27, 1971, in Official Records Book 564, page 561, of the Public Records of Monroe County, Florida.

Parcel 6

A Utility Easement as recorded May 15, 1989, in Official Records Book 1092, page 0271, Public Records of Monroe County, Florida, over, under, upon and across the following:

A parcel of land being a portion of Parcel 38, as recorded in Plat Book 4, page 69, of the Public Records of Monroe County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Parcel 34 as shown on Plat of SURVEY OF LANDS ON ISLAND OF KEY WEST, Monroe County, Florida, as recorded in Plat Book 3, page 35 Monroe County Official Records; thence North 21 degrees 22 minutes 20 seconds West along the West line of Roosevelt Boulevard a distance of 50.00 feet to a point; thence South 68 degrees 45 minutes 40 seconds West along the South bank of a canal a distance of 500.00 feet to a point, said point being a point on the Westerly boundary of a proposed road; thence along said westerly boundary South 21 degrees 22 minutes 20 seconds East 1431.11 feet to a point of curvature with a circular curve concave to the West and having for its elements a central angle of 0 degrees 33 minutes 06 seconds and a radius of 2339.93 feet; thence Southeasterly along the arc of said curve 22.53 feet to the POINT OF BEGINNING of the following described parcel of land; thence continue Southeasterly along the arc of a circular curve concave to the West, having for its elements a central angle of 0 degrees 33 minutes 54 seconds and a radius of 2339.93 feet, for a distance of 431.47 feet to a point of tangency; thence South 10 degrees 15 minutes 20 seconds East 31.13 feet to a point; thence leaving said Westerly boundary of a proposed road, South 29 degrees 20 minutes 29 seconds West 124.85 feet thence South 69 degrees 18 minutes 46 seconds West 340.00 feet; thence North 20 degrees 41 minutes 14 seconds West 540.00 feet; thence North 69 degrees 18 minutes 46 seconds East 480.00 feet to the POINT OF BEGINNING, together with that land (hiatus) lying Easterly of the above-described land and lying Westerly of the State Road described in a certain instrument filed February 27, 1971, in Official Records Book 564, page 561, of the Public Records of Monroe County, Florida.

When Recorded, Mail to:

Mr. Jesse Sharf  
Gibson, Dunn & Crutcher LLP  
2029 Century Park East  
Los Angeles, California 90067-3026

Doc# 1996891  
Bk# 2702 Pg# 198

10 pp & 86.50  
D/s \$527,450.00

**SPECIAL WARRANTY DEED**  
*Ocean Walk Apartments, Key West, Florida*

For the consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations received, **CRICO OF OCEAN WALK LIMITED PARTNERSHIP**, a Florida limited partnership, Two North Riverside Plaza, Suite 400, Chicago, Illinois 60606 ("Grantor"), hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto **OCEAN WALK KEY WEST OWNER, L.L.C.**, a Delaware limited liability company, c/o Rockpoint Group, L.L.C., Woodlawn Hall at Old Parkland, 3953 Maple Avenue, Suite 300, Dallas, Texas 75219 ("Grantee"), all of Grantor's right, title and interest in and to the following described real property (the "Property") situated in Monroe County, Florida, together with all improvements thereon and all of Grantor's interest in any rights and privileges solely appurtenant thereto:

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO: the permitted exceptions set forth on Exhibit B attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, GRANTOR hereby covenants with Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under said Grantor, but against none other, subject to the matters set forth above.

*[Signature Page Follows]*

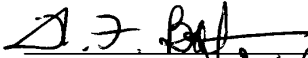
**RETURN TO:**  
**Fidelity National Title Group**  
**2400 Maitland Center Pkwy, Ste 200**  
**Maitland, FL 32751**


4887118@T

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed this 4<sup>th</sup> day of September, 2014.

WITNESSES:

GRANTOR:

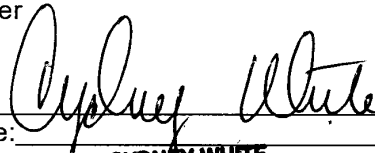
  
Print Name: W. F. Boginski

  
Print Name: Diana Buckner

**CRICO OF OCEAN WALK LIMITED PARTNERSHIP**,  
a Florida limited partnership

By: ERP Operating Limited Partnership, an Illinois limited partnership, its managing general partner

By: Equity Residential, a Maryland real estate investment trust, its general partner

By:   
Name: \_\_\_\_\_  
Its: **CYDNEY WHITE**  
**SENIOR VICE PRESIDENT**



STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Cyndee White, personally know to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she, as Senior Vice President of Equity Residential, a Maryland real estate investment trust, the general partner of ERP Operating Limited Partnership, an Illinois limited partnership, the managing general partner of **CRICO OF OCEAN WALK LIMITED PARTNERSHIP**, a Florida limited partnership, for and on behalf thereof signed and delivered said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4th day of September, 2014.

Shelanda D. Haskell  
Notary Public

My Commission Expires: 4/1/17



**EXHIBIT A**  
**LEGAL DESCRIPTION**

Parcel 1

Phase I

From the Northeast corner of Parcel #34 as shown on PLAT SURVEY OF LANDS ON ISLAND OF KEY WEST, MONROE COUNTY, FLORIDA, recorded in Plat Book 3, Page 35, of the Monroe County Official Records, go North 21 degrees 22 minutes 20 seconds West along the West line of Roosevelt Boulevard a distance of 50 feet to a point; thence South 68 degrees 45 minutes 40 seconds West along the South bank of a canal a distance of 500 feet to a point, said point, being a point on the Westerly boundary of a proposed road South 21 degrees 22 minutes 20 seconds East 1451.55 feet according to Deed as recorded in Official Records Book 564, Pages 561 through 564, Public Records of Monroe County, Florida to a point of curvature with a circular curve concave to the West and having for its element a central angle of 11 degrees 07 minutes 00 seconds and a radius of 2339.93 feet; thence Southeasterly along the arc of said curve 454.00 feet to a point of tangency thence run South 10 degrees 15 minutes 20 seconds East 6.31 feet to the Point of Beginning of the following described parcel of land; thence continue South 10 degrees 15 minutes 20 seconds East 299.34 feet; thence leaving the said Westerly boundary of a proposed road, run South 54 degrees 27 minutes 50 seconds West 85.26 feet; thence run South 13 degrees 58 minutes 44 seconds West 336.86 feet; thence run South 11 degrees 00 minutes 00 seconds East 150.00 feet to a point on the Northerly boundary line of a proposed road; thence along the said Northerly boundary line North 88 degrees 41 minutes 54 seconds West 540.00 feet to a point, said point being the Westerly line of Parcel 38; thence leaving said Northerly boundary of a proposed road, run along the aforementioned Westerly line of Parcel 38, North 21 degrees 14 minutes 20 seconds West 994.78 feet; thence leaving said Westerly boundary, run North 69 degrees 18 minutes 46 seconds East 423.26 feet to a point; thence run South 20 degrees 41 minutes 14 seconds East 540.00 feet to a point; thence run North 69 degrees 18 minutes 46 seconds East 340.00 feet to a point, thence run North 29 degrees 20 minutes 29 seconds East 131.12 feet to the Point of Beginning.

Parcel T

From the Northeast corner of Parcel #34 as shown on PLAT SURVEY OF LANDS ON ISLAND OF KEY WEST, MONROE COUNTY, FLORIDA recorded in Plat Book 3, Page 35, of Monroe County Official Records, go North 21 degrees 22 minutes 20 seconds West along the West line of Roosevelt Boulevard a distance of 50 feet to a point; thence South 68 degrees 45 minutes 40 seconds West along the South bank of a canal a distance of 500 feet to a point; said point being a point on the Westerly boundary of a proposed road; thence run South 21 degrees 22 minutes 20 seconds East 1451.55 feet, according to a Deed as recorded in Official Records Book 564, Pages 561 through 564, Public Records of Monroe County, Florida, to a point of curvature with a circular curve concave to the West and having for its elements a central angle of 11 degrees 07 minutes 00 seconds and a radius of 2339.93 feet; thence run Southeasterly along the arc of said curve 454.00 feet to a point of tangency; thence run South 10 degrees 15 minutes 20 seconds East 305.65 feet to the Point of Beginning of the following described parcel of land; thence continue South 10 degrees 15 minutes 20 seconds East 543.82 feet to a point on a line,

said line lying 250.00 feet (as measured at right angles) Northerly of a parallel with the centerline of the Main Runway of the Key West International Airport, thence leaving the said Westerly boundary of a proposed road, run South 87 degrees 33 minutes 24 seconds West 183.92 feet to a point on the Northerly boundary line of a proposed road; thence run North 61 degrees 15 minutes 57 seconds West 40.14 feet; thence leaving said Northerly boundary of a proposed road, North 11 degrees 00 minutes 00 seconds West 150.00 feet; thence run North 13 degrees 58 minutes 44 seconds East 336.86 feet; thence run North 54 degrees 27 minutes 50 seconds East 85.26 feet to the Point of Beginning.

Parcel 2

A 40 foot Easement along the Easterly boundary of the following, as recorded July 3, 1986, in Official Records Book 980, Page 659, Public Records of Monroe County, Florida:

(a)

From the Northeast corner of Parcel 34 as shown on PLAT SURVEY OF LANDS ON ISLAND OF KEY WEST, MONROE COUNTY, FLORIDA, recorded in Plat Book 3, Page 35 of Monroe County Official Records go North 21 degrees 22 minutes 20 seconds West along the West line of Roosevelt Boulevard a distance of 50 feet to a point; thence South 68 degrees 45 minutes 40 seconds West along the south bank of a canal a distance of 500 feet to a point; thence run along the Easterly property line of Parcel 38, South 21 degrees 22 minutes 20 seconds East 966.79 feet to the Point of Beginning of the following described parcel of land:

Thence continue South 21 degrees 22 minutes 20 seconds East 464.32 feet to a point of curvature with a horizontal curve concave to the West, having for its elements a central angle of 3 degrees 00 minutes 03 seconds and a radius of 2339.93 feet, thence run along the arc of said curve 122.5 feet to a point; said point being a corner common to Tracts 3 and 4; thence run along the division line between Tracts 3 and 4, South 69 degrees 18 minutes 46 seconds West 478.10 feet to a corner common to Tracts 3, 4 and 5; thence run along the division lines between Tracts 3 and 5, North 20 degrees 41 minutes 14 seconds West 100.00 feet; thence South 69 degrees 18 minutes 46 seconds West 423.26 feet to a point on the westerly boundary of Tract 38; thence run along said westerly boundary of Tract 38, North 21 degrees 14 minutes 20 seconds West 841.42 feet to a point; thence leaving said westerly boundary run North 70 degrees 01 minutes 10 seconds East 34.53 feet to a point on the Mean High Water Line as shown on the attached sketch defined by elevation +0.64 feet N.G.V.D.; thence run along the said Mean High Water Line with the following 18 courses:

1. North 37 degrees 08 minutes 36 seconds East 45.30 feet;
2. North 64 degrees 59 minutes 46 seconds East 67.63 feet;
3. North 79 degrees 44 minutes 27 seconds East 57.30 feet;
4. North 84 degrees 05 minutes 02 seconds East 46.68 feet;
5. South 83 degrees 57 minutes 40 seconds East 93.71 feet;
6. South 74 degrees 40 minutes 50 seconds East 89.22 feet;
7. South 29 degrees 14 minutes 00 seconds East 75.92 feet;
8. South 37 degrees 36 minutes 35 seconds East 56.18 feet;
9. North 74 degrees 36 minutes 43 seconds East 95.07 feet;
10. North 62 degrees 31 minutes 24 seconds East 45.87 feet;
11. South 52 degrees 45 minutes 10 seconds East 46.17 feet;



12. South 48 degrees 21 minutes 29 seconds East 66.84 feet;
13. South 65 degrees 09 minutes 17 seconds East 62.11 feet;
14. North 71 degrees 23 minutes 36 seconds East 76.29 feet;
15. North 51 degrees 54 minutes 45 seconds East 52.29 feet;
16. North 61 degrees 17 minutes 37 seconds East 44.02 feet;
17. South 80 degrees 30 minutes 14 seconds East 34.19 feet;
18. North 60 degrees 26 minutes 12 seconds East 42.34 feet to the Point of Beginning

AND

(b)

From the Northeast corner of Parcel #34 as shown on "Plat Survey of Lands on Island of Key West, Monroe County, Florida" recorded in Plat Book 3, Page 35, of the Public Records of Monroe County, Florida go North 21 degrees 22 minutes 20 seconds West along the West line of Roosevelt Boulevard a distance of 50 feet to a point; thence South 68 degrees 45 minutes 40 seconds West along the south bank of a canal a distance of 500 feet to a point, said point being a point on the westerly boundary of a proposed road thence along said westerly boundary South 21 degrees 22 minutes 20 seconds East 1431.11 feet to a point of curvature with a circular curve concave to the west and having for its elements a central angle of 3 degrees 00 minutes 03 seconds and a radius of 2339.93 feet, thence run Southeasterly along the arc of said curve 122.55 feet to the Point of Beginning of the following described parcel of land; thence continue southeasterly along the arc of a circular curve concave to the west having for its elements a central angle of 8 degrees 06 minutes 57 seconds and a radius of 2339.93 feet to a distance of 331.45 feet to a point of tangency; thence run South 10 degrees 15 minutes 20 seconds East 31.19 feet to a point; thence leaving said westerly boundary of a proposed road, run South 29 degrees 20 minutes 29 seconds West 124.85 feet; thence run South 69 degrees 18 minutes 46 seconds West 340.00 feet; thence run North 20 degrees 41 minutes 14 seconds West 440.00 feet; thence run North 69 degrees 18 minutes 46 seconds East 478.10 feet to the Point of Beginning.

### Parcel 3

A 60 foot Easement as recorded July 3, 1986, in Official Records Book 980, Page 647, and recorded July 11, 1986, in Official Records Book 980, page 2432, Public Records of Monroe County, Florida across the following:

A strip of land sixty feet in width as described below:

From the Northeast corner of Parcel #34 as shown on the "Plat of Survey of Lands on the Island of Key West, Monroe County, Florida", recorded in Plat Book 3, Page 35 of Monroe County Official Records, thence South 21 degrees 22 minutes 20 seconds East along the line of Roosevelt Boulevard a distance of 940 feet to a point which point is the point of beginning; continue South 21 degrees 22 minutes 20 seconds East a distance of 60 feet to a point; thence South 68 degrees 45 minutes 40 seconds West a distance of 450 feet to a point; said line being the dividing line between Parcels 34 and 35; thence North 21 degrees 22 minutes 20 seconds

West a distance of 60 feet; thence North 68 degrees 45 minutes 40 seconds East a distance of 450 feet back to the point of beginning, said parcel being the southerly 60 feet of Parcel #34.

Parcel 4:

A Parcel of land being a portion of Parcel 38, as recorded in Plat Book 4, page 69, of the Public Records of Monroe County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Parcel 34 as shown on Plat of SURVEY OF LANDS ON ISLAND OF KEY WEST, Monroe County, Florida, as recorded in Plat Book 3, page 35, of the Public Records of Monroe County, Florida; thence North 21 degrees 22 minutes 30 seconds West along the West line of Roosevelt Boulevard for 50.00 feet; thence South 68 degrees 45 minutes 40 seconds West along the South bank of a canal for 500.00 feet; thence South 21 degrees 22 minutes 20 seconds East for 1431.55 feet to a point of curvature of a circular curve concave to the Southwest; thence Southwesterly along the arc of said curve having a radius of 2339.93 feet and a central angle of 8 degrees 53 minutes 03 seconds for 362.83 feet to a point on the arc of said curve bearing North 77 degrees 30 minutes 43 seconds East from the center of said curve, said point being the POINT OF BEGINNING of the hereinafter described parcel; thence continue along the arc of said curve having a radius of 2339.93 and a central angle of 2 degrees 13 minutes 57 seconds for 91.17 feet to a point of tangency; thence South 10 degrees 15 minutes 20 seconds East for 6.31 feet; thence South 29 degrees 20 minutes 29 seconds West for 131.12 feet; thence South 69 degrees 18 minutes 46 seconds West for 340.00 feet; thence North 20 degrees 41 minutes 14 seconds West for 150.42 feet; thence South 66 degrees 14 minutes 20 seconds East for 82.14 feet; thence North 69 degrees 18 minutes 46 seconds East for 310.24 feet; thence North 24 degrees 18 minutes 46 seconds East for 123.74 feet to the POINT OF BEGINNING.

Parcel 5:

A Utility Easement as recorded May 15, 1989, in Official Records Book 1092, page 0262, of the Public Records of Monroe County, Florida, over, under, upon and across the following:

A strip of land consisting of the Northerly 25.00 feet of a parcel of land being a portion of Parcel 38, as recorded in Plat Book 4, page 69, of the Public Records of Monroe County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Parcel 34 as shown on Plat of SURVEY OF LANDS ON ISLAND OF KEY WEST, Monroe County, Florida, as recorded in Plat Book 3, page 35, of Monroe County Official Records; thence North 21 degrees 22 minutes 20 seconds West along the West line of Roosevelt Boulevard a distance of 50.00 feet to a point; thence South 68 degrees 45 minutes 40 seconds West along the South bank of a canal a distance of 500.00 feet to a point, said point being a point on the Westerly boundary of a proposed road, thence along said westerly boundary South 21 degrees 22 minutes 20 seconds East 1431.11 feet to a point of curvature with a circular curve concave to the West and having for its elements a central angle of 0 degrees 33 minutes 06 seconds and a radius of 2339.93 feet; thence Southeasterly along the arc of said curve 22.53 feet to the POINT OF BEGINNING of the following described parcel of land; thence continue Southeasterly along the arc of a circular curve concave to the West, having for its elements a central angle of 0 degrees 33 minutes 54 seconds and a radius

of 2339.93 feet, for a distance of 431.47 feet to a point of tangency; thence South 10 degrees 15 minutes 20 seconds East 31.13 feet to a point; thence leaving said Westerly boundary of a proposed road, South 29 degrees 20 minutes 29 seconds West 124.85 feet; thence South 69 degrees 18 minutes 46 seconds West 340.00 feet; thence North 20 degrees 41 minutes 14 seconds West 540.00 feet; thence North 69 degrees 18 minutes 46 seconds East 480.06 feet to the POINT OF BEGINNING, together with that land (hiatus) lying Easterly of the above-described land and lying Westerly of the State Road described in a certain instrument filed February 27, 1971, in Official Records Book 564, page 561, of the Public Records of Monroe County, Florida.

Parcel 6

A Utility Easement as recorded May 15, 1989, in Official Records Book 1092, page 0271, Public Records of Monroe County, Florida, over, under, upon and across the following:

A parcel of land being a portion of Parcel 38, as recorded in Plat Book 4, page 69, of the Public Records of Monroe County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Parcel 34 as shown on Plat of SURVEY OF LANDS ON ISLAND OF KEY WEST, Monroe County, Florida, as recorded in Plat Book 3, page 35 Monroe County Official Records; thence North 21 degrees 22 minutes 20 seconds West along the West line of Roosevelt Boulevard a distance of 50.00 feet to a point; thence South 68 degrees 45 minutes 40 seconds West along the South bank of a canal a distance of 500.00 feet to a point, said point being a point on the Westerly boundary of a proposed road; thence along said westerly boundary South 21 degrees 22 minutes 20 seconds East 1431.11 feet to a point of curvature with a circular curve concave to the West and having for its elements a central angle of 0 degrees 33 minutes 06 seconds and a radius of 2339.93 feet; thence Southeasterly along the arc of said curve 22.53 feet to the POINT OF BEGINNING of the following described parcel of land; thence continue Southeasterly along the arc of a circular curve concave to the West, having for its elements a central angle of 0 degrees 33 minutes 54 seconds and a radius of 2339.93 feet, for a distance of 431.47 feet to a point of tangency; thence South 10 degrees 15 minutes 20 seconds East 31.13 feet to a point; thence leaving said Westerly boundary of a proposed road, South 29 degrees 20 minutes 29 seconds West 124.85 feet thence South 69 degrees 18 minutes 46 seconds West 340.00 feet; thence North 20 degrees 41 minutes 14 seconds West 540.00 feet; thence North 69 degrees 18 minutes 46 seconds East 480.00 feet to the POINT OF BEGINNING, together with that land (hiatus) lying Easterly of the above-described land and lying Westerly of the State Road described in a certain instrument filed February 27, 1971, in Official Records Book 564, page 561, of the Public Records of Monroe County, Florida.



**EXHIBIT B**

**PERMITTED EXCEPTIONS**

1. Acts of Purchaser, and those claiming by, through and under Purchaser.
2. General and special taxes and assessments not yet delinquent.
3. Zoning, building and other governmental and quasi-governmental laws, codes and regulations.
4. Any adverse claim to any portion of the Property which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
5. Covenants, conditions, restrictions, and private or public utility easements of record together with easements or claims of easements not shown by the public records.
6. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Property.
7. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
8. Any and all rights of the United States of America over artificially filled lands in what were formerly navigable waters, arising by reason of the United States of America's control over navigable waters in the interest of navigation and commerce, and any conditions contained in any permit authorizing the filling in of such areas.
9. Any requirement by the State of Florida for the removal of fill or other restoration of sovereignty lands, and any lien rights which may be asserted pursuant to Chapter 403, Florida Statutes.
10. Rights of tenants, as tenants only, under unrecorded leases, rental agreements or month-to-month tenancies, without any options to purchase, rights of first refusal, rights of first offer or similar rights with respect to the Land.
11. Boundaries of the City of Key West Area of Critical Concern filed in Official Records Book 906, Page 200, Public Records of Monroe County, Florida.
12. Terms, conditions and covenants as set forth in that certain Supplemental Access Easement filed July 3, 1986, in Official Records Book 980 Page 659, Public Records of Monroe County, Florida.
13. Terms, conditions and covenants as set forth in that certain Access Easement Agreement filed July 3, 1986, in Official Records Book 980, Page 647 and filed July 11, 1986, in Official Records Book 980, Page 2432, both Public Records of Monroe County, Florida.

14. Facilities Easement Agreement filed in Official Records Book 980, Page 673, Public Records of Monroe County, Florida.
15. Access to Roosevelt Boulevard is insured only through Easements and across that portion of the state road right of way located between the north and south boundaries of Parcel 3, as extended along their existing courses to Parcel 2.
16. Utility Easement Agreement made by and between Meacham Field Associates, Ltd., a Florida limited partnership and Ocean Walk Phase I, Ltd., a Florida limited partnership, filed May 15, 1989, in Official Records Book 1092, Page 271, Public Records of Monroe County, Florida.
17. Easement in favor of the Utility Board of the City of Key West, Florida, filed September 16, 1981, in Official Records Book 1183, Page 1508, Public Records of Monroe County, Florida.
18. Egress and Ingress Easement made by and between Ocean Walk Phase I, Limited Partnership to Los Salinas Condominium Association, Inc., filed December 18, 1989, in Official Records Book 1115, Page 434, Public Records of Monroe County, Florida.
19. Access Easement Agreement made by and between Meacham Field Associates, Ltd., a Florida limited partnership and Ocean Walk Phase I, Ltd., a Florida limited partnership filed May 15, 1989, in Official Records Book 1092, Page 279, Public Records of Monroe County, Florida.
20. Utility Easement Agreement made by and between Meacham Field Associates, Ltd., a Florida limited partnership and Ocean Walk Phase I, Ltd., a Florida limited partnership filed May 15, 1989, in Official Records Book 1092, Page 262, Public Records of Monroe County, Florida.
21. Memorandum of Agreement for Easement and License by and between Equity Residential Properties Management Corp. and TCI Cablevision of Georgia, Inc. recorded in Official Records Book 1858, Page 522.
22. Reservation as to an undivided  $\frac{3}{4}$  of all phosphate, minerals and metals and an undivided  $\frac{1}{2}$  of all petroleum reserved to The Trustees of the Internal Improvement Fund of the State of Florida by virtue of Deed No. 20719 recorded May 23, 1955 in Official Records Book 33, Page 422.
23. Reservation as to an undivided  $\frac{3}{4}$  of all phosphate, minerals and metals and an undivided  $\frac{1}{2}$  of all petroleum reserved to The Trustees of the Internal Improvement Fun of the State of Florida by virtue of Deed No. 20941 recorded July 15, 1955 in Official Records Book 38, Page 292.



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

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

The offices of the Property Appraiser will be closed Monday the 15th for Presidents Day.

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

**Property Record Card -**  
**Maps are now launching the new map application version.**

Alternate Key: 8749996 Parcel ID: 00066180-000200

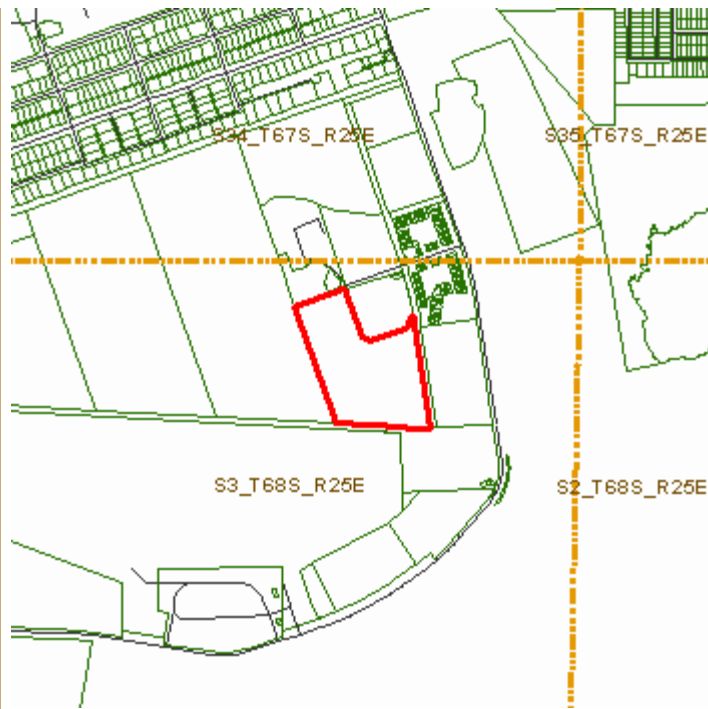
### Ownership Details

**Mailing Address:**  
 OCEAN WALK KEY WEST OWNER LLC  
 C/O ROCKPOINT GROUP LLC  
 3953 MAPLE AVE STE 300  
 DALLAS, TX 75219-3228

### Property Details

**PC Code:** 03 - MULTI FAMILY (10 UNITS OR MORE)  
**Millage Group:** 10KW  
**Affordable Housing:** No  
**Section-**  
**Township-** 03-68-25  
**Range:**  
**Property Location:** 3900 S ROOSEVELT BLVD KEY WEST  
**Legal Description:** KW 2 SHEETS PB4-69 PLAT OF SURVEY ON TWO SHEETS PART OF LANDS FORMERLY OWNED BY KEY WEST IMPROVEMENT INC PT PARCEL 38 (17.11 AC) OR980-645/46 OR1079-2404/05 OR1079-2406/10 OR1092-256/58 OR1248-2423/29 OR1255-1517/26C OR2702-198/207

**Click Map Image to open interactive viewer**



## Land Details

Land Use Code	Frontage	Depth	Land Area
030D - MULTI FAMILY DRY	0	0	745,399.00 SF

## Building Summary

Number of Buildings: 4





1	OPF		1	1989		78
2	FLA	7:REIN CONC	1	1989	Y	1,718
4	CPF		1	1989		871
5	OUF		1	1989		78
6	FLA	7:REIN CONC	1	1989		2,747
7	OUF		1	1989		141
8	OUF		1	1989		78
9	OUF		1	1989		78

**Interior Finish:**

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	15825	OFF BLDG-1 STY-B	100	Y	Y
	15829	APTS-B	100	Y	Y

**Exterior Wall:**

Interior Finish Nbr	Type	Area %
5450	REIN CONCRETE	100

## Building 2 Details

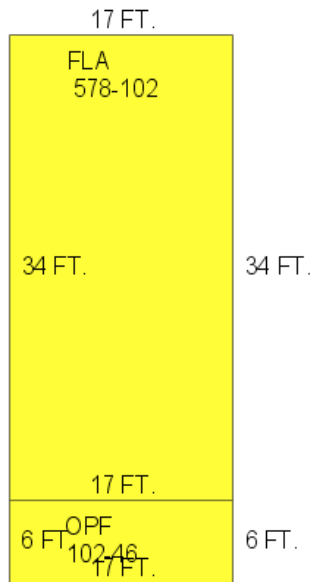
<b>Building Type</b>	<b>Condition A</b>	<b>Quality Grade</b> 400
<b>Effective Age</b> 12	<b>Perimeter</b> 102	<b>Depreciation %</b> 15
<b>Year Built</b> 1989	<b>Special Arch</b> 0	<b>Grnd Floor Area</b> 578
<b>Functional Obs</b> 0	<b>Economic Obs</b> 0	

**Inclusions:**

<b>Roof Type</b>	<b>Roof Cover</b>	<b>Foundation</b>
<b>Heat 1</b>	<b>Heat 2</b>	<b>Bedrooms</b> 0
<b>Heat Src 1</b>	<b>Heat Src 2</b>	

**Extra Features:**

<b>2 Fix Bath</b> 0	<b>Vacuum</b> 0
<b>3 Fix Bath</b> 2	<b>Garbage Disposal</b> 0
<b>4 Fix Bath</b> 0	<b>Compactor</b> 0
<b>5 Fix Bath</b> 0	<b>Security</b> 0
<b>6 Fix Bath</b> 0	<b>Intercom</b> 0
<b>7 Fix Bath</b> 0	<b>Fireplaces</b> 0
<b>Extra Fix</b> 0	<b>Dishwasher</b> 0



**Sections:**

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA	5:C.B.S.	1	1989					578
2	OPF		1	1989					102

**Interior Finish:**

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	15842	CAMP BLDGS-B-	100	N	N

**Exterior Wall:**

Interior Finish Nbr	Type	Area %
5452	C.B.S.	100

## Building 3 Details

**Building Type**  
**Effective Age** 12  
**Year Built** 1989  
**Functional Obs** 0

**Condition A**  
**Perimeter** 7,328  
**Special Arch** 0  
**Economic Obs** 0

**Quality Grade** 450  
**Depreciation %** 15  
**Grnd Floor Area** 70,132

**Inclusions:**

**Roof Type**  
Heat 1

**Roof Cover** METAL  
Heat 2

**Foundation**  
Bedrooms 0

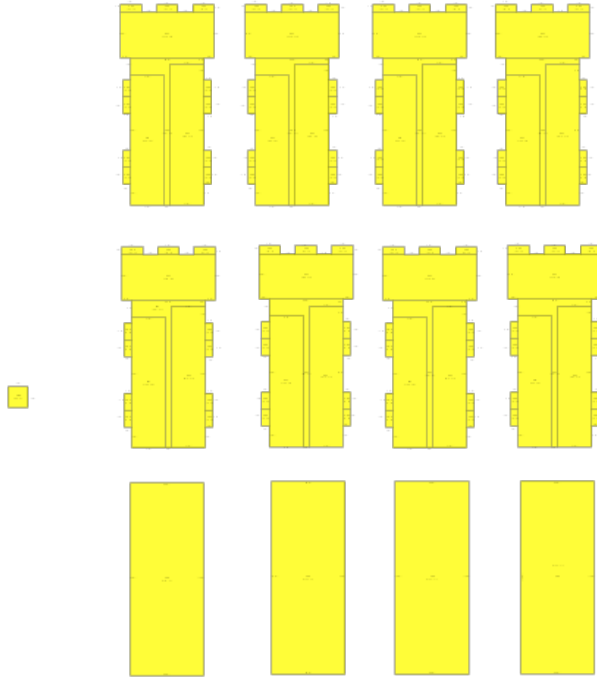
Heat Src 1

Heat Src 2

Extra Features:

2 Fix Bath 0  
 3 Fix Bath 128  
 4 Fix Bath 0  
 5 Fix Bath 0  
 6 Fix Bath 0  
 7 Fix Bath 0  
 Extra Fix 0

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



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
0	OUF		1	1989					102
0	OUF		1	1989					102
0	OUF		1	1989					102
0	OUF		1	1989					78
0	OUF		1	1989					78
0	OUF		1	1989					78
0	OUF		1	1989					78
0	OUF		1	1989					78
0	OUF		1	1989					78
0	OUF		1	1989					78
0	OUF		1	1989					78
0	OUF		1	1989					78







0	<u>OUF</u>		1	1989		102
0	<u>OUF</u>		1	1989		78
0	<u>OUF</u>		1	1989		78
0	<u>OUF</u>		1	1989		78
0	<u>OUF</u>		1	1989		78
0	<u>OUF</u>		1	1989		78
0	<u>OUF</u>		1	1989		78
0	<u>OUF</u>		1	1989		78
0	<u>OUF</u>		1	1989		78
0	<u>OUF</u>		1	1989		78
0	<u>SBF</u>	5:C.B.S.	1	1989		256
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	2,625
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	2,700
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	2,916
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	2,700
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	2,916
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	2,700
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	2,916
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	2,625
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	2,625
0	<u>FLA</u>	7:REIN CONC	1	1989		2,625
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	2,700
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	2,916
0	<u>FLA</u>	7:REIN CONC	1	1989	N	1,051
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	2,625
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	2,700
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	2,916
0	<u>FLA</u>	7:REIN CONC	1	1989		1,051
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	2,625
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	2,700
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	2,916
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	2,625
0	<u>FLA</u>	7:REIN CONC	1	1989		1,051
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	2,700
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	2,916
0	<u>FLA</u>	7:REIN CONC	1	1989		1,051
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	2,625
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	2,700
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	2,916





Year Built 1989  
Functional Obs 0

Special Arch 0  
Economic Obs 0

Grnd Floor Area 154,250

**Inclusions:**

Roof Type  
Heat 1  
Heat Src 1

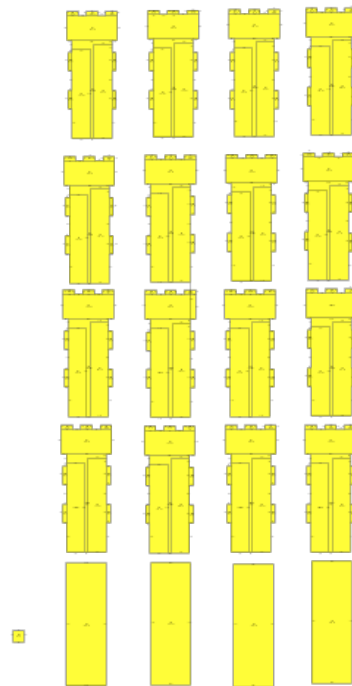
Roof Cover METAL  
Heat 2  
Heat Src 2

Foundation  
Bedrooms 0

**Extra Features:**

2 Fix Bath 0  
3 Fix Bath 288  
4 Fix Bath 0  
5 Fix Bath 0  
6 Fix Bath 0  
7 Fix Bath 0  
Extra Fix 0

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



**Sections:**

Nbr	Type	Ext Wall	# Stories	Year Built	Attic A/C	Basement %	Finished Basement %	Area
0	OUF		1	1989				1,181
0	OUF		1	1989				1,181
0	OUF		1	1989				1,202
0	OUF		1	1989				102
0	OUF		1	1989				102
0	OUF		1	1989				102
0	OUF		1	1989				102





0 OUF	1	1989	153
0 OUF	1	1989	156
0 OUF	1	1989	153
0 OUF	1	1989	156
0 OUF	1	1989	156
0 OUF	1	1989	156
0 OUF	1	1989	156
0 OUF	1	1989	156
0 OUF	1	1989	156
0 OUF	1	1989	156
0 OUF	1	1989	156
0 OUF	1	1989	157
0 OUF	1	1989	156
0 OUF	1	1989	156
0 OUF	1	1989	156
0 OUF	1	1989	156
0 OUF	1	1989	156
0 OUF	1	1989	156
0 OUF	1	1989	159
0 OUF	1	1989	159
0 OUF	1	1989	153
0 OUF	1	1989	153
0 OUF	1	1989	156
0 OUF	1	1989	158
0 OUF	1	1989	156
0 OUF	1	1989	154
0 OUF	1	1989	156
0 OUF	1	1989	156
0 OUF	1	1989	156
0 OUF	1	1989	156
0 OUF	1	1989	102
0 OUF	1	1989	102
0 OUF	1	1989	102
0 OUF	1	1989	156
0 OUF	1	1989	156
0 OUF	1	1989	156
0 OUF	1	1989	156



0	<u>OUF</u>		1	1989		156
0	<u>OUF</u>		1	1989		156
0	<u>OUF</u>		1	1989		156
0	<u>OUF</u>		1	1989		156
0	<u>OUF</u>		1	1989		156
0	<u>OUF</u>		1	1989		156
0	<u>OUF</u>		1	1989		156
0	<u>OUF</u>		1	1989		156
0	<u>OUF</u>		1	1989		156
0	<u>OUF</u>		1	1989		156
0	<u>OUF</u>		1	1989		156
0	<u>OUF</u>		1	1989		156
0	<u>SBF</u>		1	1989		256
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	2,625
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	3,402
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	3,618
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	2,625
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	3,402
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	3,616
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	2,625
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	3,618
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	3,402
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	3,402
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	3,618
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	2,625
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	2,625
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	3,400
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	3,599
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	2,625
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	3,402
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	3,603
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	2,625
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	3,402
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	3,598
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	2,625
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	3,402
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	3,618
0	<u>FLA</u>	7:REIN CONC	1	1989	Y	3,618





## Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	PO5:COMM POOL	3,375 SF	75	45	1988	1989	2	50
2	CL2:CH LINK FENCE	6,310 SF	0	0	1988	1989	3	30
3	PT3:PATIO	11,470 SF	0	0	1988	1989	2	50
4	AP2:ASPHALT PAVING	18,720 SF	156	120	1988	1989	3	25
5	FN3:WROUGHT IRON	363 SF	121	3	1988	1989	1	60
6	AP2:ASPHALT PAVING	68,273 SF	0	0	1988	1989	2	25
7	AP2:ASPHALT PAVING	73,827 SF	0	0	1989	1990	2	25
8	AP2:ASPHALT PAVING	2,660 SF	133	20	2002	2003	1	25
9	AP2:ASPHALT PAVING	2,440 SF	122	20	2002	2003	1	25
10	AP2:ASPHALT PAVING	1,180 SF	59	20	2002	2003	1	25
11	AP2:ASPHALT PAVING	1,125 SF	75	15	2002	2003	1	25
12	AP2:ASPHALT PAVING	2,016 SF	112	18	2002	2003	1	25
13	AP2:ASPHALT PAVING	1,577 SF	83	19	2002	2003	1	25

## Appraiser Notes

OCEANWALK APARTMENTS

## Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
1	11-3860	10/19/2011		1,000	Commercial	TO REPAIR OR REPLACE AS NEEDED 50 SQ/FT CONNECT PAD AT OFFICE ENTRANCE
	14-5740	12/27/2014		38,333		R & R CABINETS IN KITCHEN IN BATH IN BUILD. 3910 UNITS #10 111E, 104W, 207N. #20 206N, 208N, 209N, 213N, 305E, 403W, 405W.
	14-5736	12/27/2014		37,400		R & R CABINETS IN KITCHEN AND BATHS IN BUILDING 3910 UNIT #10 105W, 203N, 204N, #20 208S, 209W, 403S,404W.
	14-5735	12/27/2014		1,440		HARD WIRE GARBAGE DISPOSAL IN UNITS # 10 105W, 203N, 204N, 103W, #20 103W, 106N, 208S, 209W, 403S,404W
	15-1642	05/01/2015		51,115		REMOVE AND REPLACE OLD CABINET IN KITCHEN AND BATHROOM IN BUILDING UNITS:10-207W, 10-103W, 10-111W, 10-209S, 10-205E, 20-102E, 20-111S , 20-202N, 20-106E,20-302N, 20-407S, 20-410W(12UNITS)
	15-1643	05/01/2015		51,115		REMOVE AND REPLACE OLD CABINETS IN KITCHEN AND BATHROOM IN BUILDING UNITS: 20-101S, 20-102S, 10-108N, 20-110W, 20-109W, 20-110W, 20-203N, 20-304N, 20-306N, 20-303W, 20-312E, 20-402E.(12 UNITS )
1	B951038	03/01/1995	09/01/1995	5,100	Commercial	REPAIR 24 RAILINGS

1	B953476	10/01/1995	12/01/1995	16,427	Commercial	REPAIR BAHAMA SHUTTERS
1	M941853	06/01/1994	12/01/1994	1,300	Commercial	1-1/2 TON A/C W/5 DROPS
1	96-0761	02/01/1996	08/01/1996	178,600	Commercial	ADDITION/CONVERSION
1	97-0975	04/01/1997	12/01/1997	2,000	Commercial	HANDICAP RAMP
1	9703107	09/01/1997	12/01/1997	1	Commercial	SHUTTERS
1	00-1990	08/29/2000	12/13/2001	24,500	Commercial	BALCONEY REPAIRS
1	03-0588	02/27/2003	06/06/2003	14,464	Commercial	REPLACE 5 MANHOLES
1	02-2048	07/26/2003	09/18/2002	7,000	Commercial	REPAIR APT.103
1	02-2204	08/13/2002	09/18/2002	17,000	Commercial	REPAIR WALKWAYS
1	01-2618	08/08/2001	09/18/2002	23,767	Commercial	PREPAIR FOR NEW ASPHALT
1	01-3221	10/02/2001	09/18/2002	15,000	Commercial	NEW ASPHALT
1	02-1607	06/14/2002	06/14/2002	47,249	Commercial	REPAINT 2 BLDGS.
1	05-1766	05/23/2005	12/27/2007	500	Commercial	INSTALL DEDUCT METER FOR NORTH SIDE POOL AREA
1	05-1768	05/23/2005	12/27/2007	500	Commercial	INSTALL DEDUCT METER FOR SOUTH SIDE POOL AREA
1	06-1106	02/22/2006	12/27/2007	10,000	Commercial	REPLACE WIRING & RUSTED PANELS AT POOL AREA
1	063610	06/14/2006	12/27/2007	1,000	Commercial	INSTALL CHAIN LINK FENCE TO MATCH EXISTING 48",REPAIR GATE

## Parcel Value History

Certified Roll Values.

[View Taxes for this Parcel.](#)

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2015	37,410,328	345,596	18,543,216	60,372,586	60,372,586	0	60,372,586
2014	37,410,328	320,385	17,833,378	27,900,000	25,410,000	0	27,900,000
2013	37,840,330	326,639	17,833,378	27,900,000	23,100,000	0	27,900,000
2012	29,288,601	332,893	21,927,347	21,000,000	21,000,000	0	21,000,000
2011	29,288,601	339,112	24,363,719	21,000,000	21,000,000	0	21,000,000
2010	30,734,952	345,364	5,560,750	21,000,000	21,000,000	0	21,000,000
2009	30,734,952	351,618	2,280,421	21,000,000	21,000,000	0	21,000,000
2008	30,734,952	357,836	6,707,120	28,656,509	28,656,509	0	28,656,509
2007	21,616,449	332,940	6,707,120	28,656,509	28,656,509	0	28,656,509
2006	21,616,449	338,588	22,359,348	17,098,149	17,098,149	0	17,098,149
2005	21,864,913	344,315	8,943,739	17,998,052	17,998,052	0	17,998,052
2004	22,361,791	355,867	8,943,739	17,998,052	17,998,052	0	17,998,052
2003	22,361,791	378,123	8,943,739	17,178,133	17,178,133	0	17,178,133
2002	22,361,791	382,157	9,848,088	17,178,133	17,178,133	0	17,178,133
2001	22,361,791	403,711	9,848,088	17,178,133	17,178,133	0	17,178,133

<b>2000</b>	22,891,032	203,274	6,587,350	17,178,133	17,178,133	0	17,178,133
<b>1999</b>	22,891,032	213,221	3,336,450	12,232,553	12,232,553	0	12,232,553
<b>1998</b>	15,296,344	223,121	3,336,450	12,232,553	12,232,553	0	12,232,553
<b>1997</b>	15,296,344	233,019	3,336,450	12,232,553	12,232,553	0	12,232,553
<b>1996</b>	13,905,766	242,967	3,336,450	12,232,553	12,232,553	0	12,232,553
<b>1995</b>	13,905,766	252,865	3,336,450	12,232,553	12,232,553	0	12,232,553
<b>1994</b>	13,905,766	262,764	3,336,450	12,232,553	12,232,553	0	12,232,553
<b>1993</b>	13,905,766	272,711	3,336,450	12,232,553	12,232,553	0	12,232,553
<b>1992</b>	13,905,766	282,609	3,336,450	13,527,695	13,527,695	0	13,527,695
<b>1991</b>	13,905,766	292,508	3,374,400	15,475,887	15,475,887	0	15,475,887
<b>1990</b>	4,679,824	221,246	2,812,000	7,713,070	7,713,070	0	7,713,070
<b>1989</b>	0	0	2,664,000	2,664,000	2,664,000	0	2,664,000

## Parcel Sales History

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

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
<b>9/4/2014</b>	2702 / 198	75,350,000	WD .....	01 ...
<b>3/1/1993</b>	1248 / 2423	15,250,000	WD .....	K ...
<b>1/1/1989</b>	1079 / 2406	3,996,000	WD .....	U ...
<b>6/1/1986</b>	980 / 645	1,508,100	WD .....	Q ...

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



# **Major Development Plan**

## **3900 S Roosevelt Boulevard**

### **Ocean Walk Addition**

A request for major development plan approval for the construction of 80 new residential units including 24 affordable workforce housing units on property located within High Density Residential (HDR) zoning district pursuant to Section 108-91.A.2 (a) of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.

#### **Background/Proposed Development**

The Ocean Walk property (the “Property”) consists of 17.11 acres of land located at 3900 South Roosevelt Boulevard. Ocean Walk contains 296 residential dwelling units within two buildings that were constructed in 1989 following several years of protracted litigation arising from the City’s initial approval of a plan to develop the Property and adjacent parcels. That initial approval was granted in 1972 for a four phase project known as “Island in the Sun”, which contemplated development of 1,120 residential units on approximately 53 acres of land (a density of 22 dwelling units per acre). The disputes regarding the Island in the Sun project were ultimately resolved in 1988 through a Stipulated Settlement Agreement in which the City agreed that 946 residential units could be constructed in the first three (3) phases of the project (with another 174 units for a final phase of the project).

Ocean Walk constituted Phase 1 of the Island in Sun project, consisting of two multi-family structures:

Building “A” contains 88 units; it is 26.6 feet in height with covered parking on the ground floor and apartments on the second and third floors.

Building “B” contains 208 units; it is 43.5 feet in height with covered parking on the ground floor, and apartments on the second through fifth floors.

The land proposed for development of 80 additional units is designated High Density Residential (HDR) on the Future Land Use Map (FLUM), and is located within the HDR zoning district, which allows a range of residential uses, including single-family, two-family, and multi-family dwelling units at a maximum density of 22 units per acre.

The property is currently improved at a density calculation of 17.3 units per acre; an additional 80 units can be built on the Property without exceeding HDR density of 22 units per acre.

The proposed units include 24 affordable workforce housing units to be located in two new structures. The new units are subject to HDR bulk regulations, including maximum height of 40 feet, minimum front setback of 30 feet, and a minimum rear and side setback

of 25 feet. One existing concrete structure of 2,906 square feet containing administration and maintenance facilities is to be demolished (Building 1, as shown on the survey) to accommodate the construction of “Building A”, as shown on the site plan.

The proposed project will be governed by a Development Agreement, pursuant to Section 90-680 of the City of Key West Code (“Code”), and construction is contemplated in two phases. 40 BPAS allocations, including 28 market rate and 12 affordable workforce housing units have already been issued by the Planning Board. New amenities will include a game room and exercise room for the use of the residents; residents’ administration and maintenance functions will be relocated to the new structures.

### **The Applicant**

The owner of Ocean Walk is Ocean Walk Key West Owner, L.L.C., a Delaware limited liability company ("Owner"). by virtue of Warranty Deed recorded September 9, 2014 in Official Records Book 2702, Page 198 of the Public Records of Monroe County, Florida. The entities having an ownership interest in Owner are set forth in the Ownership Certificate attached to this application.

Critical Concern Consultants (James T. Hendrick and Donna Bosold) and K2M Design, Inc., Scott C. Maloney, R.A., and Phill Badalamenti, R. A., are the authorized agents for this application.

### **Surrounding Zoning and Uses**

Surrounding land uses include multi-family residential units (Las Salinas, Seaside), transient lodging (Doubletree resort), conservation use, professional offices, and airport facilities. No unincorporated parts of the County are located nearby, nor would any be impacted by the proposed development; but Key West International Airport, owned and operated by Monroe County, lies along the Southerly boundary of the Property.

### **Land Development Regulations (LDR) and Comprehensive Plan Compliance Analysis**

A Major Development Plan for the addition or reconstruction of five (5) or more permanent residential units is required pursuant to Section 108-91 A. (2)(a) of the Code and is subject to compliance with the LDRs and the City of Key West Comprehensive Plan.

Project Data Summary				
Dimensional Requirement	Required/ Allowed	Existing	Proposed	Change / Variance Required?
Zoning District	HDR			
Flood Zone	AE-8			
Site size	17.11 acres			
Maximum density	22 du/acre	296 units = du/acre	+80 units = 376 22 du/acre	In compliance
Maximum height	40 feet	existing 1, 2, & 3-story bldgs.	varies	In compliance
Maximum building coverage	40%	11.5% (85,949 sq ft)	+4.5% (33,622.6 sq ft-new) Total 15.6% 116,665.6 sq ft	In compliance
Maximum impervious surface	60%	44% (327,682 sq ft)	49.8% (371.238 sq ft)	In compliance
Minimum lot size	1 acre	17.11 acres	17.11 acres	In compliance
Minimum front setback (Multi-family)	30 feet	Varies –exceeds	exceeds	In compliance

Project Data Summary				
Dimensional Requirement	Required/ Allowed	Existing	Proposed	Change / Variance Required?
Minimum side setback (Multi-family)	25 feet	Varies -exceeds	exceeds	In compliance
Minimum rear setback (Multi-family)	25 feet	Varies -exceeds	exceeds	In compliance
Minimum wetland buffer	50 feet	varies	varies	Non-conforming Waiver requested
Minimum open space	35%	56% (417,630 sq ft)	51% (383,584 sq ft)	In compliance
Landscaping	Code Ch 108, Arts V & VI	See analysis	See analysis and waiver request	Nonconforming buffer; waivers requested

## **Concurrency Facilities and Other Utilities or Services**

Comprehensive Plan Objective 9-1.5 directs the City to ensure that public facilities and services needed to support development are available concurrent with the impacts of new development. The analysis below considers potable water, sanitary sewer, solid waste, drainage, vehicle trip generation and recreation. City *Code* Sections 94-36 and Section 108-233 require a concurrency review determination to be made concerning the proposed development.

### **1. Wastewater management**

The sanitary sewer LOS standard for residential uses is 100 gallons per capita per day, pursuant to City *Code* Section 94-67. Utilizing this LOS standard, sanitary sewer capacity demand is estimated as follows:

Based on per capita residential: 100 gal/capita/day x 200 persons (2.5 per unit) = 20,000 gal/day

Therefore, the adopted sanitary sewer capacity LOS standard is anticipated to be adequate to serve the proposed development.

### **2. Potable water supply**

The potable water LOS standard for residential uses is 93 gallons per capita per day, pursuant to City *Code* Section 94-68. Utilizing this LOS standard, potable water demand is estimated as follows:

Based on per capita residential: 93 gal/capita/day x 200 persons (2.5 per unit) = 18,600 gal/day

Therefore, the adopted potable water LOS standard is anticipated to be adequate to serve the proposed development. The property is currently serviced with potable water by the Florida Keys Aqueduct Authority (FKAA), and has available capacity to service the proposed development.

### **3. Water quality**

The property is served by the City's central sewer system. The property is not adjacent to any bodies of open water, and stormwater facility improvements are proposed to control the volume and quality of stormwater discharged into wetlands. Therefore, no

adverse impacts to water quality are anticipated.

#### **4. Stormwater management / drainage**

The stormwater management or drainage LOS standard pursuant to City *Code* Section 94-69 requires that:

- i) post-development runoff shall not exceed predevelopment runoff for a 25-year storm event, up to and including an event with a 24-hour duration;
- ii) onsite treatment of the first one inch of rainfall must be provided to meet water quality standards; and iii) storm water facilities must be designed so as to not degrade any receiving water body.

Sheet C1.1.2 of the submittal package illustrates an upgraded stormwater management system that services more than the areas proposed for construction. Stormwater retention and treatment will be retained on-site through the use of existing catch basins, redesigned vegetated swales, and a 95' injection well. Therefore, no adverse impacts to stormwater management or drainage facilities are anticipated.

#### **5. Recreation**

The recreation LOS standard is five acres of recreation and open space per 1,000 permanent residents pursuant to City *Code* Section 94-70. According to the 2013 Comprehensive Plan Data and Analysis, the City is currently providing ample recreation and open space. In addition to the existing tennis court, basketball court, and swimming pool, the application contemplates the addition of an exercise room, game room, and dog park.

#### **6. Solid waste**

The solid waste LOS standard for residential uses is 2.66 pounds per capita per day, pursuant to City *Code* Section 94-71. The proposed development is anticipated to accommodate 120 persons. Utilizing this LOS standard, the demand for solid waste collection and disposal capacity is estimated as follows:

Proposed development:            2.66 lbs/capita/day x 200 persons = 532 lbs/day

According to the City's General Services Division, the contract with Waste Management (WM) accounts for a 20 year "window" for waste processing at the Wheelabrator Waste-to-Energy site. There are other facilities in South Florida also owned by WM for continued use into the future. Therefore, the adopted solid waste LOS standard is anticipated to be adequate to serve the proposed development.

## **7. Roadways**

The roadway LOS standard is set forth in City Code Section 94-72. A traffic study was performed by traffic engineer Karl B. Peterson, P.E., of KPB Consulting, Inc.. Overall, the traffic impact from the development was determined to be minimal. With the assistance of residents of neighboring properties, concerns regarding insufficient internal traffic controls (resulting in “cut-through” maneuvers, etc.) were identified and will be addressed by the addition of traffic calming devices, enhanced by barriers such as boulders and thorn-bearing plants installed to discourage off-road misadventures.

## **8. Fire Protection**

The proposed development shall comply with life safety requirements per the Fire Marshall’s direction. Hydrants servicing the existing development will remain in place; an additional hydrant for the exclusive service use by the Ocean Walk development has been requested, as have additional standpipe services, and gate access updates.

## **9. Reclaimed water system**

The two new multifamily buildings will utilize cisterns per BPAS prerequisite requirements [City Code Section 108-997(b)(1)(c)], as illustrated on sheets A2.1.1 and A2.1.4.

## **10. Other public facilities**

Based on the Applicant’s concurrency analysis, all public facilities would be expected to accommodate the proposed development at the adopted LOS standards.

### **Appearance, design and compatibility City Code Section 108-234**

The development plan shall satisfy criteria established in:

#### **City Code Chapter 102 (historic preservation)**

The property is not located within the Historic District of the City of Key West.

#### **Articles III (site plan), IV (traffic impacts) and V (open space, screening and buffers) of City Code Chapter 108 (planning and development)**

A traffic study is submitted with this application. The proposed open space as depicted on the site plan meets Code requirements. New landscaping is proposed, and a bufferyard waiver has been requested as part of the development plan review.



**City Code Section 108-956 (potable water and wastewater)**

Potable water and wastewater were found to be in compliance in the concurrency determination above.

**Article II (archaeological resources) of City Code Chapter 110 (resource protection)**

There are no known archaeological resources on the property. If any archeological resources are discovered during construction, the Applicant would be required to comply with this article of the LDRs.

**Site location and character of use City Code Section 108-235**

- (a) *Compliance.* The submitted development plan has been reviewed for compliance with all applicable performance criteria set forth in Code Chapter 94 (concurrency management), Code Chapter 102 (historic preservation), Code Chapter 106 (performance standards), Articles I and III through IX of Code Chapter 108 (planning and development), Code Chapter 110 (resource protection) and Code Chapter 114 (signs).
- (b) *Vicinity map.* The property is serviced by Seaside Drive, which leads to South Roosevelt Boulevard. A location map is shown on sheet GO 1.1.
- (c) *Land use compatibility.* Properties within 100 feet are located within High Density Residential (HDR), Medium Density Residential (MDR), Public Service (PS), Airport (A) and Conservation-Tidal Wetlands (C-TW) Zoning Districts. Adjacent land uses within 300 feet include multi-family residential units (Las Salinas, Seaside), transient lodging (Doubletree resort), conservation use, professional offices, and airport facilities. No unincorporated parts of the County are located nearby, nor would any be impacted by the proposed development; but Key West International Airport, owned and operated by Monroe County, lies along the Southerly boundary of the Property.
- (d) *Historic and archeological resource protection.* Impact on historical or archeological resources is not anticipated with this application.
- (e) *Subdivision of land.* No subdivision of land is proposed at this time.

**Appearance of site and structures City Code Section 108-236**

The Applicant submitted a development plan that exhibits harmonious overall design characteristics in compliance with the performance standards stipulated in Code Sections 108- 278 through 108-288.

**Site plan City Code Section 108-237**

A site plan pursuant to City Code Section 108-237 was submitted with the application.

**Architectural drawings City Code Section 108-238**

Detailed architectural drawings prepared by a professional architect registered in Florida were submitted with the application pursuant to City Code Section 108-238.

**Site amenities City Code Section 108-239**

Proposed site amenities include a game room, an exercise room, and a fenced in dog park. New sidewalk infrastructure, a new stormwater drainage system, cisterns, and future electric car stations have been provided. This project also qualifies for the 1% set-aside for public art.

**Site survey City Code Section 108-240**

A site survey provided by the owner has been submitted with the application pursuant to City Code Section 108-240.

**Soil survey City Code Section 108-241**

Not applicable; the two new buildings will be constructed on scarified uplands that do not implicate soil suitability.

**Environmentally sensitive areas City Code Section 108-242**

(1) Stormwater improvements are proposed with this application. A wetland buffer waiver is being requested to accommodate a limited number of relocated parking spaces. At the request of the Urban Forester, a groundtruthing wetland delineation survey is being performed to accurately quantify and separate wetland areas from disturbed areas.

(2) Shoreline protection. Not applicable.

(3) General requirement. If environmentally sensitive areas are found in or adjacent to the site, the following information is necessary:

a. Existing conditions. The survey included in the application as performed by Commercial Due Diligence Services provides a generalized boundary of the environmentally sensitive areas on the property. Per the request of the Urban Forester, a groundtruthing wetland delineation survey is being performed to accurately quantify and separate wetland areas from disturbed areas. No dredging is proposed, and there are no spoil sites, canals, or channels identified on the survey.

b. Preservation. If listed species are discovered on site, a management plan will be submitted to, and approved by, applicable regulatory agencies prior to the issuance of a building permit.

**Land clearing, excavation and fill, tree protection, landscaping and irrigation plan**  
**City Code Section 108-243**

- (a) *Land clearing, excavation and fill.* “Building 1” as identified on the survey provided by the owner will be demolished in order to provide construction space for “Building A”. A section of the parking lot currently servicing “Building 5” as identified on the survey provided by the owner will be demolished and reconfigured to accommodate the construction of the proposed “Building B”. Any impacted vegetation is to be relocated on site.
- (b) *Tree protection.* A tree protection and transplantation plan will be provided with the application to the Tree Commission; a draft is included with this application.
- (c) *Landscaping plan.* Landscaping has been provided throughout the site, with relocation of existing species on site. All invasive exotics are to be removed. Literal compliance with all landscape buffer requirements of the LDRs is not proposed. A waiver is requested as part of this application to reduce the required landscape buffer along Sea Side Drive, and the wetland buffer along an existing internal roadway and proposed relocated parking. Please see attached waiver request.
- (d) *Irrigation plan.* Landscape design notes refer to as-built to be provided.

**On-site and off-site parking and vehicular, bicycle, and pedestrian circulation**  
**City Code Section 108-244**

Strict application of standard Code requirements would require that 160 vehicular parking spaces and 16 bicycle spaces be provided for use by residents of the additional 80 units. Applying the Code’s standard ratio to the new units at Ocean Walk would create both unnecessary parking capacity and an excess of impermeable surfaces. According to a survey conducted by Ocean Walk management, approximately 25% of the current residents use scooters as their primary mode of transportation. Scooter parking is being contemplated as an alternative to strict compliance with the 2 spaces per unit vehicular parking standard, but a specific calculation for that substitution is not enumerated in the Code.

Parking is proposed to be located under the building, as well as on open paved parking areas. The site has been reconfigured to better accommodate fire rescue vehicle circulation; this change has served to reduce the total area requiring a wetland bufferyard waiver request as well. The site plan identifies 100 parking spaces and 167 bicycle spaces to serve the residents of the additional 80 units. Credit may be given for the provision of extra bicycle spaces; accordingly, applying the 4 to 1 equivalency ratio enumerated in the Code, applicant proposes to install additional (i.e., above the 16 bicycle spaces required by the Code) bicycle spaces equivalent to 41.75 parking spaces.

**Housing City Code Section 108-245**

There are currently 296 existing non-transient residential units on the property. The construction of 80 new units is proposed in this application. 24 of those 80 units will be deed-restricted affordable workforce housing. The property has already been awarded 40 BPAS allocations during year 2 of the City BPAS system, including 12 affordable work force housing units. The total units on site post development will number 376 units. The total number of units permitted by HDR density is 376 units, a density of 22 units per acre.

**Economic resources City Code Section 108-246**

(a) An analysis of the estimated average ad valorem tax yield from the proposed project is set forth below, together with statements of assumptions and standards utilized (including assessed value, exemption and millage rate).

Ad valorem tax yield on buildout: Estimated annual ad valorem tax yield from the Property upon buildout is estimated at \$701,482, including est. \$73,600 in additional tax revenue attributable to the 80 new residential units, based on the following assumptions and standards:

Assessed valuation on buildout: The market value of the Property, as determined by the Monroe County Property Appraiser, is currently \$60,372,586, which at a millage of 10.4 generates over \$627,800 in ad valorem tax revenues. The addition of two buildings containing 80 units to the Property will increase the total value of the buildings (now assessed at \$37,410,328) but not land value (now assessed at \$18,543,216). Affordable housing rent restrictions limit the market value of the 24 affordable work force housing units. Therefore, assume assessed value of 80 new units at \$10,110,900, offset by \$3,033,270 reduction attributable to the deed-restricted units, for a net increase in assessed value of approximately \$7,077,630.

Exemption. Assume that the units will be rented and therefore not eligible for homestead exemption.

Millage rate. Assume total millage of 10.4 mills, including City of Key West millage of 3 mills.

Phasing. Assume two phases, each consisting of 40 new multifamily residential units. Upon completion of the first phase, Applicant will identify 24 units as affordable work force housing units that will be rented at monthly rental rates not exceeding the maximum rents determined pursuant to Section 122-1467 of the Work Force Housing Ordinance.

(b) Applicant has estimated its average construction expenditure by type (labor, materials) and the percentage of this expenditure that will occur within the City, based on currently prevailing costs of labor and materials, and assuming (1) use of cost-effective construction methodologies, and (2) non-occurrence of natural disasters, emergencies, or other acts of God causing an unanticipated adverse effect on labor availability, construction progress, cost/availability of materials, and the like. Applicant estimates total expenditures for labor and materials at \$6,700,000. The percentage of these expenditures to be incurred by category and location will vary depending on the method of construction selected, which has not yet been determined.

**Special considerations. City Code Section 108-247)**

(a) The relationship of the proposed development to the City's land use plans, objectives and policies is being evaluated as part of this analysis. The relationship of the proposed development to public facilities was evaluated above and no conflicts were identified.

(b)The project is located in the High Density Residential District and AE-8 flood zones.

(c)No unincorporated portions of the county would be impacted by the proposed development.

(d) The project does not front a shoreline, so shoreline access would not be impeded.

(e) The Property currently accommodates a dedicated bus stop, and is served by city bus routes. No new facilities are proposed to accommodate city bus transportation.

(f)Cisterns for the new units are shown on sheets A.2.1.1 and A.2.1.4 and will reduce water demands and energy by providing for onsite irrigation as well as other uses.

(g) The property is located in the AE-8 flood zone. No residential structure shall have any habitable space below the bottom floor. Project plans indicate the first floor elevation as +1.5' above BFE.

(h)Currently the site maintains open space as well as tennis courts and a swimming pool. New amenities include an exercise room, a game room, and a dog park.

(i)Coordination with applicable agencies is being facilitated through the DRC.

(j)A waiver of the Section 110-91 Wetland Buffer is being requested to accommodate small areas of existing, relocated and additional stormwater facilities, driveways, and parking.

## **Project Phasing and Construction Management City Code Section 108-248**

This is a phased construction project, consisting of two phases. The phasing plan is graphically depicted on the Site Plan as follows:

Phase 1, Building A;  
Phase 2, Building B.

During each of the two phases, one multifamily building housing 40 new dwelling units will be constructed. The first phase will commence upon issuance of a building permit for the 40 new dwelling units within that phase, and no later than five (5) years after the effective date of Key West City Commission Resolution No. 16-\_\_ granting Major Development Plan approval. The second phase will be completed within five years following completion of the first phase. Each phase of construction will be completed within two years following commencement of that phase. All site work corresponding to a specific phase will be completed prior to the first certificate of occupancy for a dwelling unit in that phase.

Construction management will conform to the provisions of the Development Agreement. Additionally, issuance of a building permit for construction of each of the new buildings will be preceded by:

- (1) submission to the City Planning Dept. of coordination letters from each of the public utilities providing service to the site, confirming that satisfactory arrangements have been made for the provision of utility service to the 40 new dwelling units;
- (2) City Tree Commission approval of removal, relocation or other disposition of any trees to be displaced by construction activities;
- (3) issuance of requisite permits for construction of infrastructure improvements, including the road and driveway improvements noted on the site plan as well as utility lines adequate to serve the new units; and
- (4) modification of the existing SFWMD stormwater management permit.

Lighting specifications for outdoor lighting additional to the existing lighting on the Property will be submitted together with the building permit application, in sufficient detail to ensure compliance with City *Code* Sections 108-284, 108-610 and 108-643. Additionally, if construction occurs on land that is designated on a FWS Species Focus Area as the potential habitat of a listed species, Applicant shall comply with the provisions of *Code* Sec. Sec. 110-467 pertaining to habitat protection.

Applicant acknowledges that a new building permit must be obtained whenever:

1. Construction is not commenced within 90 days from the time the permit was released,
2. Construction activity is dormant for a period of six months or more, or



3. The developer fails to call for and achieve approved inspections within planned 120-day intervals as shall be evidenced in the construction schedule.

Applicant further acknowledges: (a) that it shall bear the burden of demonstrating that the construction activity is consistent with this development plan and has occurred in a timely manner consistent with the approved construction management plan and inspection schedule.; and (b) that, upon failure to meet the inspection schedule, the building permit shall expire unless extended pursuant to law or ordinance. A new building permit shall be required in order to undertake construction activity on a site where a building permit has expired.

**Truman Waterfront Port facilities. City Code Section 108-249**

Not applicable.

**Site plan . City Code Chapter 108, Article III**

The City is required to find that the site plan conforms to all applicable sections of the LDRs, pursuant to City Code Section 108-276, as analyzed below.

**Site location and character of use. City Code Section 108-277**

Multi-family uses are permitted as of right in HDR zoning. The proposed new structures will become a part of the existing multi-family development known as “Ocean Walk”. Ocean Walk adjoins the multi-family developments known collectively as Seaside and Las Salinas.

**Appearance of site and structures City Code Section 108-278**

The proposed buildings are designed to be harmonious with the existing surroundings and structures.

**Location and screening of mechanical equipment, utility hardware and waste storage areas City Code Section 108-279**

Mechanical equipment utility hardware and waste storage areas screening and location are depicted on sheets A2.1.1, and A2.1.4.

**Front-end loaded refuse container location requirements. City Code Section 108-280**

Two new refuse container locations are shown on the submitted plans. Applicant will coordinate the final location and type of refuse containers through the DRC and with Waste Management to ensure adequate service access.

**Roll-off compactor container location requirements. City Code Section 108-281**

None proposed.

**Utility lines City Code Section 108-282**

The Property is subject to recorded utility easements, as enumerated on pages 1 and two of the survey submitted with the application. Any upgrades to existing service and applicable impact fees will be coordinated with Keys Energy Services prior to the issuance of a building permit. At time of building permit review KEYS will perform a full project review.

**Commercial and manufacturing activities conducted in enclosed buildings. City Code Section 108-283**

No commercial activities are proposed.

**Exterior lighting. City Code Section 108-284**

A photometric plan for new buildings “A” and “B”, sufficient to illuminate Applicant’s proposed plan for exterior lighting, has been submitted with this application.

**Signs. City Code Section 108-285**

No signs are being proposed with this application.

**Pedestrian sidewalks. City Code Section 108-286**

The plans indicate a new sidewalk and pedestrian circulation throughout the proposed development. The new sidewalks will connect to existing pedestrian access throughout the site.

**Loading docks. City Code Section 108-287**

No loading docks are proposed and no loading/unloading area is indicated.

**Storage areas. City Code Section 108-288**

No storage areas exterior to the two residential buildings are proposed.

**Land clearing, excavation or fill. City Code Section 108-289**

The proposed stormwater management plan addresses updated drainage requirements with the provision of improved vegetated swales, catch basins, and an injection well. Temporary fencing and silt barriers shall be in place during demolition and construction to prevent soil and debris from running into City streets and sidewalks.

**Landscaping City Code Chapter 108, Article VI**

A landscape plan is provided as part of development plan review, pursuant to City Code Section 108-411. The submitted plan depicts existing vegetation as well as the addition of landscaping along non-wetlands perimeters of the property and within the proposed development area. Strict compliance with all landscape buffer requirements of the LDRs is not proposed. The Applicant is requesting bufferyard modifications and waivers, pursuant to City Code Section 108-517, as set forth in the table on the following page.

<b>Landscaping Modification / Waiver Summary</b>				
<b>Landscaping Type</b>	<b>Minimum Required</b>	<b>Existing</b>	<b>Proposed</b>	<b>Change/Waiver</b>
Street frontage (Sec. 108-413)  Seaside Drive	40 foot right-of-way buffer	None	See attached	Waiver requested
Wetland Buffer Zone (Sec. 110-91)  Perimeter	50 foot setback	Existing parking areas	New and Relocated  Parking areas	Waiver requested

Pursuant to City Code Section 108-517(b), the Planning Board may approve or grant the waiver or modification if it determines that the waivers or modifications are not contrary to the intent of City Code Chapter 108, Article VI, Division 4, Subdivision II and that a literal enforcement of the standards of this subdivision would be impracticable and would not violate the following criteria:

- *Public interest; adjacent property.* The waiver or modification would

not have a significant adverse impact on the public interest, or on adjacent property.

- *Not discriminatory.* The waiver or modification is not discriminatory, considering similar situations in the general area.
- *Superior alternatives.* The development will provide an alternative landscape solution which will achieve the purposes of the requirement through clearly superior design.
- *Protection of significant features.* The waiver or modification is necessary to preserve or enhance significant existing environmental or cultural features, such as trees, scenic areas, historic sites or public facilities, related to the development site.
- *Deprivation of reasonable use.* Strict application of the requirement would effectively deprive the owner of reasonable use of the land due to its unusual size, shape, topography, natural conditions, or location, provided that:
  - Such effect upon the owner is not outweighed by a valid public purpose in imposing the requirement in this case; and
  - The unusual conditions involved are not the result of actions of the developer or property owner which occurred after the effective date of the ordinance from which this section derives.
- *Technical impracticality.* Strict application of the requirement would be technically impractical.

### **Off-street parking and loading City Code Chapter 108, Article VII**

See above, “On-site and off-site parking and vehicular, bicycle, and pedestrian circulation City Code Section 108-244” . Applicant will seek a parking variance to accommodate the propose parking layout.

### **Stormwater and surface water management City Code Chapter 108, Article VIII**

A stormwater management plan was submitted indicating that surface water management is designed for the 25-year/72-hour storm event, as required. Stormwater will be retained on-site through installation of new vegetated swales, modifications to existing vegetated swales, the use of existing catch basins and retention areas, and installation of an injection well. Applicant will obtain an updated SFWMD permit prior to receiving building permits.

### **Utilities City Code Chapter 108, Article IX**

Access to potable water, access to wastewater disposal systems and conservation of potable water supply are analyzed in the above concurrency management determination and shown to be in compliance.

**Art in Public Places (“AIPP”) – City Code Section 2-487**

Pursuant to City Code Section 2-487, the Ocean Walk addition project is subject to the City’s 1% set-aside for public art. Construction costs (labor and material) are estimated to be approximately \$6.7 million. Owner intends to contract with a professional artist or artists to create on-site artwork, rather than paying an in-lieu fee. Before contracting with the artist and prior to issuance of a building permit for the project, Owner will submit for review and approval by the AIPP Board a public art plan as set forth in City Code section 2-487, and following approval of the public art plan, will contract with the artist(s).

**Request for Waiver/Modification of Wetlands and Street Bufferyard Requirements, Ocean Walk Housing Project**

OCEAN WALK KEY WEST OWNER, LLC, seeks waiver or modification of the wetlands buffering requirement of *Code* §110-91 and of the right-of-way buffering requirement of *Code* §108-413 (“Requirements along street frontages”). This request is filed pursuant to *Code* § 108-517, which provides that waivers or modifications may be granted where they are not contrary to the intent of the landscaping code, literal enforcement of the landscaping code would be impracticable, and the requested waiver or modification would not violate the criteria specified in *Code* § 108-517 (b) (1-6).

Applicant has filed an application for Major Development Plan approval pursuant to Ch. 108 of the LDRs. In connection with the proposed Major Development Plan, waiver or modification of the 50’ wetlands buffer is sought in order to enable the development to retain and improve parking areas, recreational facilities and drainage features that currently encroach along the perimeter of the Property into the 50’ buffer contemplated in *Code* §110-91; and waiver of the 40’ right-of-way street buffer requirement is sought to enable the development to retain and to improve existing structures, paved areas and other existing improvements that would otherwise encroach into the 40’ buffer contemplated in *Code* §108-413.

1. The requested waivers or modification are not contrary to the intent of the landscaping code.

When a development plan is submitted for review pursuant to Ch. 108 of the LDRs, the *Code* specifically provides a non-variance mechanism for “Reducing landscape and/or bufferyard requirements”, “upon review of the development plan.” Authorization for waiving the street bufferyard along Seaside Drive is provided by *Code* §108-352, which lists “existing native vegetation located within the bufferyard” as one of the “sound reasons for reducing the general requirements for bufferyard and/or landscape requirements”. The bufferyard contiguous to the short segment of Seaside Drive abutting the Property is occupied by undisturbed native vegetation, except for a paved driveway, a sign, and utility boxes. Because the landscaping code expressly authorizes and provides a mechanism for reducing bufferyard and landscape requirements under the above-referenced circumstances, the requested waiver is not contrary to the intent of the landscaping code.

2. Literal enforcement of the buffer requirements would be impracticable.

It would be impracticable to apply the prescribed wetlands and street bufferyard requirements to Ocean Walk, because there are existing impervious surfaces, including driveways, paved parking, a tennis court, a swimming pool and drainage facilities located closer than 50’ from adjacent wetlands or 40’ from the street, and those would have to be demolished to create the prescribed buffers.



3. The requested waiver or modification would not violate the criteria specified in Code § 108-517 (b) (1-6).

(1) *Public interest; adjacent property.* The requested waiver or modification is consistent with the public interest because the approved stormwater management system, which will be enhanced by additional drainage facilities, incorporates and requires ready access to and use of portions of the buffer zone. The stormwater improvements proposed by Applicant include a gravity injection well for disposing of stormwater, located in the wetlands bufferyard. The City officially recognizes the public benefit of such facilities: “Gravity injection wells offer an important benefit because they reduce the discharge of stormwater directly to economically valuable and environmentally sensitive coastal receiving waters.” Code Section 108-718. The improved stormwater management system will provide a substantial benefit to water quality, to adjacent parcels, and to Ocean Walk.

(2) *Not discriminatory.* The waivers or modifications are not discriminatory. Ocean Walk’s existing and proposed improvements located within the bufferyards, including its stormwater system, provide public benefits to adjacent and surrounding developed properties, each of which enjoys similar features within its respective bufferyards.

(3) *Superior alternatives.* Development of the project proposed by the development plan provides an alternative landscape, stormwater control and buffering solution that utilizes a combination of new and existing vegetation and drainage features that achieves the purposes of the buffering requirement through superior design.

(4) *Protection of significant features.* The sites of the new buildings comprising the proposed Ocean Walk addition were carefully chosen to preserve significant existing environmental features, including adjacent wetland communities. The new units will be built entirely on scarified or disturbed land.

(5) *Deprivation of reasonable use.* Strict application of the buffering requirements would effectively deprive the owner of reasonable use of available land due to the Property’s unusual size, shape, and location in close proximity to wetlands on three sides. Imposing a 40’ - 50’ buffer at virtually every point on the Property’s perimeter would be unduly burdensome and would interfere with existing use of long-established residential amenities, including recreational facilities, driveways and parking.

(6) *Technical impracticality.* As demonstrated in paragraph 2, above, strict application of the buffering requirements would be technically impractical.

# Ocean Walk Apartments

3900 S. Roosevelt Boulevard  
Key West, Florida

## TRAFFIC STUDY

prepared for:  
**K2M Design, Inc.**

**KBP** CONSULTING, INC.

**October 2015**

INGRESS AND EGRESS EASEMENT

THIS INGRESS AND EGRESS EASEMENT ("Easement") is executed this 15<sup>#</sup> day of December, 1989 by OCEAN WALK PHASE I LIMITED PARTNERSHIP, a Florida limited partnership ("Grantor") to LAS SALINAS CONDOMINIUM ASSOCIATION, INC. (collectively hereinafter referred to as "Grantee").

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument and the heirs, personal representatives and assigns of individuals and successors and assigns of corporations.)

## W I T N E S S E T H:

WHEREAS, Grantor is the owner of a certain parcel of real property located in Monroe County, Florida, more particularly described in Exhibit A attached hereto and made a part hereof ("Servient Estate"); and

WHEREAS, Grantee is the entity organized to administer LAS SALINAS, A CONDOMINIUM, in accordance with a Declaration of Condominium to be recorded at a later date amongst the Public Records of Monroe County, Florida, the legal description of which is attached hereto as Exhibit B ("Dominant Estate"); and

WHEREAS, Grantee has requested and Grantor desires to grant to Grantee a perpetual nonexclusive easement which is appurtenant to and running with the Dominant Estate for ingress and egress over and upon the Servient Estate, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Recitations. The foregoing recitations are true and correct and are hereby incorporated herein by this reference.

2. Grant of Easement. Grantor hereby grants and conveys to Grantee, its members, their lessees and the family members, guests and invitees of members and lessees and all subsequent owners of the Dominant Estate including, but not limited to, their respective heirs, personal representatives, mortgagees, successors, assigns, purchasers at any foreclosure sale and tenants, a perpetual nonexclusive easement which is appurtenant to, and running with the Dominant Estate ("Easement"), over and across the Servient Estate for the purpose of providing ingress and egress (both pedestrian and vehicular) to the Dominant Estate from public roadways over those streets, driveways, paved surfaces or roads from time to time located on the Servient Estate ("Easement Area"), provided however, that Grantor or any subsequent owners of the Servient Estate shall have the right to locate and relocate buildings, walkways, driveways, parking areas and open spaces and the Easement granted pursuant to this Easement shall then apply only to those driveways, streets, paved surfaces and roads as exists from time to time provided that (i) no building or other structure or barrier shall be located on the Servient Estate which would bar the free and reasonable and convenient passage of pedestrian and vehicular traffic between the Dominant Estate and public roadways across the Servient Estate; (ii) the Grantee's use of the Easement shall be subject to the Grantor's coextensive right to use the Easement Area; and (iii) Grantee's use of the Easement Area shall not unreasonably interfere with the Grantor's use thereof.

3. Binding Effect. The covenants contained in this Easement are not personal, but shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, transferees or successors in interest.

4. Appurtenant Easement. The Dominant Estate is adjacent and contiguous to the Servient Estate and this Easement is granted for the benefit of the Dominant Estate and, therefore, is an easement appurtenant thereto.

FILED FOR RECORD  
NOV 18 1989  
DEC 18 1989  
PA 2

5. **Enforcement.** In the event of a breach of any of the covenants or agreements set forth in this Easement, the parties shall be entitled to any and all remedies available at law or in equity, including but not limited to the equitable remedies of specific performance or mandatory or prohibitory injunction issued by a court of appropriate jurisdiction. The parties hereto agree that in the event it becomes necessary for any party to defend or institute legal proceedings as a result of the failure of either party to comply with the terms, covenants, agreements and/or conditions of this Easement, it is understood and agreed that the prevailing party in such litigation shall be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including appellate fees) and court costs.

6. **Amendment.** This Easement may not be modified, amended or terminated without the prior written approval of the then owners of the land who are benefitted or burdened by the provisions of any amendment to this Easement, and any mortgagees of such owners.

7. **Waiver.** No waiver of any of the provisions of this Easement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

8. **Captions.** The captions and paragraph headings contained in this Easement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Easement, nor the intent of any provision hereof.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands and seals on the respective dates set forth below.

Signed, sealed and delivered  
in the presence of:

GRANTOR:

OCEAN WALK PHASE I LIMITED PARTNERSHIP,  
a Florida limited partnership

*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_

By: *[Handwritten signature]*  
\_\_\_\_\_  
GENERAL PARTNER  
Dated: 15 DEC '84

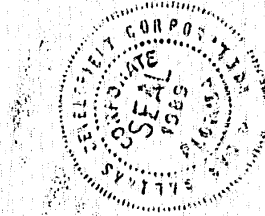
(SEAL)

GRANTEE:

LAS SALINAS CONDOMINIUM  
ASSOCIATION, INC.

*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_

*[Handwritten signature]*  
\_\_\_\_\_  
PRESIDENT  
Dated: 15 DEC '84



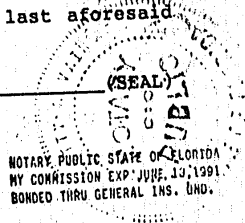
STATE OF )  
 ) SS:  
 )  
COUNTY OF )

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, Robert A. Butler, the General Partner of OCEAN WALK PHASE I LIMITED PARTNERSHIP, a Florida limited partnership, the Grantor herein, and he acknowledged the execution thereof to be his free act and deed as such person for the uses and purposes therein mentioned, and he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 15<sup>th</sup> day of December, 1989.

Robert A. Butler  
Notary Public

My Commission Expires:



STATE OF )  
 ) SS:  
 )  
COUNTY OF )

I HEREBY CERTIFY that on this day personally appeared before me Robert A. Butler, the President of LAS SALINAS CONDOMINIUM ASSOCIATION, INC., to me known to be the person who signed the foregoing instrument as such person, and acknowledged the execution thereof to be her free act and deed as such person for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the State and County last aforesaid this 15<sup>th</sup> day of December, 1989.

Robert A. Butler  
Notary Public

My Commission Expires:

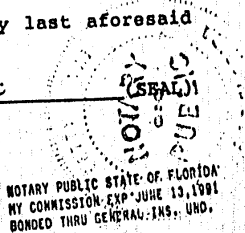


EXHIBIT A  
SERVIENT ESTATE

LEGAL DESCRIPTION

(Revised 1-11-89)  
(Revised 6-6-89)

619221  
OFF REC 115  
PAGE 0437

From the Northeast corner of Parcel #34 as shown on "Plat of Survey of Lands on Island of Key West, Monroe County, Florida" recorded in Plat Book 3 at Page 35 of Monroe County Official Records, go N 21°22'20"W along the west line of Roosevelt Boulevard a distance of 50 feet to a point; thence S 68°45'40" W - along the south bank of a canal a distance of 500 feet to a point; said point being a point on the westerly boundary of a proposed road S 21°22'20" E - 1451.55 feet according to Deed as recorded in Official Record Book 564 at Pages 561 thru 564 of the Public Records of Monroe County, Florida to a point of curvature with a circular curve concave to the west and having for its elements a central angle of 11°07'00" and a radius of 2339.93 feet; thence Southeasterly along the arc of said curve 454.00 feet to a point of tangency thence run S 10°15'20" E - 6.31 feet to the POINT OF BEGINNING of the following described parcel of land; thence continue S 10°15'20" E - 299.34 feet; thence leaving the said westerly boundary of a proposed road, run S 54°27'50" W - 85.26 feet; thence run S 13°58'44" W - 336.86 feet; thence run S 11°00'00" E - 150.00 feet to a point on the Northerly boundary line of a proposed road; thence along the said Northerly boundary line N 88°41'54" W - 540.00 feet to a point, said point being the westerly line of Parcel 38; thence leaving said northerly boundary of a proposed road, run along the aforementioned westerly line of Parcel 38, N 21°14'20" W - 994.78 feet; thence leaving said westerly boundary, run N 69°18'46" E - 423.26 feet to a point; thence run S 20°41'14" E - 540.00 feet to a point; thence run N 69°18'46" E - 340.00 feet to a point, thence run N 29°20'29" E - 131.12 feet to the POINT OF BEGINNING.



EXHIBIT B  
DOMINANT ESTATE

LEGAL DESCRIPTION: LAS SALINAS CONDOMINIUM

Revised 11/6/89

61922.1  
REC 115 PAGE 0438

From the Northeast corner of Parcel #34 as shown on "Plat of Survey of Lands on Island of Key West, Monroe County, Florida" recorded in Plat Book 3 at Page 35 of Monroe County Official Records go, N 21°22'20" W along the west line of Roosevelt Boulevard a distance of 50 feet to a point; thence S 68°45'40" W along the South bank of a canal a distance of 500 feet to a point; said point being a point on the Westerly boundary of a proposed road as recorded in Official Record Book 564 at Pages 561 thru 564 of the Public Records of Monroe County, Florida; thence along said Westerly boundary S 21°22'20" E - 1451.55 feet to a point of curvature of a circular curve, concave to the West and having for its elements a central angle of 0°03'04" and a radius of 2339.93 feet; thence Southerly along the arc of said curve 2.09 feet to the POINT OF BEGINNING of the following described parcel of land, thence continue Southerly along the arc of a circular curve concave to the West and having for its elements a central angle of 0°22'02" and a radius of 2339.93 feet for an arc distance of 15.00 feet; thence leaving said Westerly boundary of a proposed road S 69°18'46" W - 101.54 feet; thence S 65°41'14" E - 56.57 feet; thence N 69°18'46" E - 61.38 feet to a point of intersection with the aforementioned Westerly boundary of a proposed road, said point being a point on a circular curve concave to the West the center of which bears S 69°58'28" W and having a radius of 2339.93 feet and a central angle of 7°29'11"; thence Southerly along the arc of said curve a distance of 305.74 feet; thence leaving said Westerly boundary of a proposed road S 24°18'46" W - 123.74 feet; thence S 69°18'46" W - 310.24 feet; thence N 66°14'20" W - 82.14 feet; thence N 20°41'14" W - 389.58 feet; thence N 69°18'46" E - 480.16 feet; to the POINT OF BEGINNING, containing 4.6192 acres, more or less.

All the above property is subject to the Utility Easement Agreement as recorded in O.R. Book 1092, Page 271 of the Public Records of Monroe County, Florida.

All the above property is subject to the Facilities Easement Agreement as recorded in O.R. Book 980 Page 673 of the Public Records of Monroe County, Florida.





**CITY OF KEY WEST, FLORIDA • PLANNING DEPARTMENT**

3140 Flagler Avenue • Key West, Florida 33040-4602 • 305-809-3720  
www.keywestcity.com/planning

August 6, 2015

Anthony D. Sarno  
K2M Design Inc.  
1001 Whitehead Street  
Key West, Florida 33040

**Re: Award for Year 2 (2014-15) Building Permit Allocation System (BPAS)  
3900 South Roosevelt Boulevard (RE # 00066180-000200; AK # 8749996)**

Dear Mr. Sarno:

The Planning Board approved the final determination of award for Year 2 (2014-2015) of the Building Permit Allocation System (BPAS) on June 29, 2015 via Resolution No. 2015-26. Congratulations on your BPAS award allocation for twenty eight (28) market rate BPAS units and twelve (12) affordable units for property located at 3900 South Roosevelt Boulevard with 85 points.

Per city code section 108-997 (e), building permits shall be obtained within two years of the final determination award date or no later than June 29, 2017. If a building permit is not issued within that timeframe, the allocated units would revert back to the city as a recovered unit for allocation during the following sequential award year.

Please note that the development as proposed will require the following additional approvals to be obtained within the two year period:

**Additional Approvals Required**

1. Major Development Plan approval per Section 108-91(B)(2)(a)
2. Approval of additional BPAS allocations for build-out of remaining planned units.
3. Tree Commission approval per Sec. 110-323 of the Code of Ordinances of the City of Key West, Florida.
4. All applicable building permits.

Please feel free to contact us with any questions or for clarification. Planning staff is available to meet with you to discuss this or any future applications.

Sincerely,

**Patrick Wright, Planner II**

Office: 305-809-3778

Email: [pwright@cityofkeywest-fl.gov](mailto:pwright@cityofkeywest-fl.gov)

Web: [www.cityofkeywest-fl.gov/planning](http://www.cityofkeywest-fl.gov/planning)

Mail: PO Box 1409, Key West, FL 33041-1409

Attachment: Planning Board Resolution 2015-26  
Final Ranking

**PLANNING BOARD  
RESOLUTION NO. 2015-26**

**A RESOLUTION OF THE KEY WEST PLANNING BOARD APPROVING BUILDING PERMIT ALLOCATION SYSTEM (BPAS) RANKINGS AND MAKING THE FINAL DETERMINATION OF AWARD OF 44.1 AFFORDABLE AND 31 MARKET-RATE UNITS FROM YEAR 2 (JULY 1, 2014 – JUNE 30, 2015) AND THE ADVANCED AWARD OF 8.46 AFFORDABLE UNITS FROM YEAR 3 (JULY 1, 2015 – JUNE 30, 2016) PURSUANT TO SECTIONS 86-9 AND 108-997 OF THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF KEY WEST, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE**



**WHEREAS**, the City of Key West, Florida (the “City”) adopted Ordinance No. 13-19, which became effective on February 27, 2014, establishing a Building Permit Allocation System (“BPAS”) in order to limit the amount of new permanent and transient residential development in the City pursuant to Objective 1-1.16 of the Comprehensive Plan; and

**WHEREAS**, the BPAS is now codified in Chapter 108, Article X of the Land Development Regulations (“LDRs”) of the Code of Ordinances (the “Code”); and

**WHEREAS**, City Code Section 108-995 identifies the annual amount of residential development that may be allocated by housing type (affordable, market-rate and transient) using the Equivalent Single-Family Unit (ESFU) Factors of City Code Section 108-994; and

**WHEREAS**, for Year 2 (July 1, 2014 – June 30, 2015), 39.1 affordable and 36 market-rate units are available for allocations; and

**WHEREAS**, City Code Section 86-9 provides for the advanced award of units for multi-unit affordable housing projects one year in advance; and

  
\_\_\_\_\_  
Vice-Chairman  
  
\_\_\_\_\_  
Planning Director

**WHEREAS**, City Code Section 108-997(d) provides in the event that all market rate units are not claimed or applied for, after initial staff evaluation of the applications, any remaining market rate units may be awarded for affordable housing purposes; and

**WHEREAS**, City Code Section 86-9 provides that, upon ranking, in the event that two applications are determined to have the same numerical ranking score, and units are not available to provide awards to both projects, a drawing of lots will determine the awardee; and

**WHEREAS**, on June 29, 2015, the Planning Board conducted a public hearing regarding the BPAS rankings and Final Determination of Award prepared by the Planning Director; and

**WHEREAS**, the Planning Board desires to approve the rankings and make the final determination of award for Year 2 and an advanced award from Year 3.

**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.** The Planning Board approves the attached rankings and makes its Final Determination of Award to applicants for a total of 44.1 affordable units and 31 market-rate units from BPAS Year 2, and the advanced award of 8.46 affordable units from BPAS Year 3 as follows:

Affordable:

- Two (2) units with a 0.78 ESFU to 1020 18<sup>th</sup> Terrace with 100 points;
- Twelve (12) units with a 1.0 ESFU to 3900 South Roosevelt Boulevard with 85 points;
- Thirty-nine (39) units with a 1.0 ESFU to 5555 College Road with 40 points;

  
\_\_\_\_\_  
Vice-Chairman  
  
\_\_\_\_\_  
Planning Director

Market-Rate:

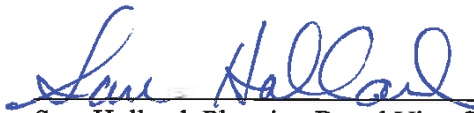
- One (1) unit with a 1.0 ESFU to 2800 Flagler Avenue with 100 points;
- One (1) units with a 1.0 ESFU to 1020 18<sup>th</sup> Terrace with 100 points;
- Twenty-eight (28) units with a 1.0 ESFU to 3900 South Roosevelt Blvd. with 85 points;
- One (1) unit with a 1.0 ESFU to 515 Angela Street with 75 points;

**Section 3.** 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 Board.

**Section 4.** 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 resolution shall be rendered to the Florida Department of Economic Opportunity. Pursuant to Chapter 73C-44, F.A.C., this resolution is not effective for 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 45-day review period, the DEO can appeal this resolution to the Florida Land and Water Adjudicatory Commission; and that such an appeal stays the effectiveness of the resolution until the appeal is resolved by agreement or order.



Read and passed on first reading at special meeting held this 29th day of June, 2015.

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

  
\_\_\_\_\_  
Sam Holland, Planning Board Vice-Chairman

0629/15  
\_\_\_\_\_  
Date

**Attest:**

  
\_\_\_\_\_  
Vice-Chairman  
  
\_\_\_\_\_  
Planning Director

*THADDEUS COHEN*

*29 JUNE 2015*

Thaddeus Cohen, Planning Director

Date

**Filed with the Clerk:**

*Cheryl Smith, City Clerk*

*June 29, 2015*

Cheryl Smith, City Clerk

Date

*Wesley*  
Vice-Chairman  
*TC*  
Planning Director

**YEAR 2 MARKET-RATE BPAS APPLICATIONS**

PROJECTS	Units Requested	Equivalent Single-Family Unit (ESFU) Factor	Major/Minor Renovation	Building 1.5' higher than BFE (+5)	Providing addtl affordable housing (+10)	GBC Upgrade 1 (+30)	GBC Upgrade 2 (+40)	GBC Upgrade 3 (+60)	AIPP / Tree Fund (+10)	LEED Architect (+10)	Electric Car Charging (+5)	Non-roof SRI of at least 29 (+10)	Roofing materials SRI 29 (+5)	Vegetated Roof 50% (+15)	Building 1.5' higher than BFE (+5)	Providing addtl affordable housing (+5)	GBC Upgrade 1 (+30)	GBC Upgrade 2 (+40)	GBC Upgrade 3 (+60)	AIPP / Tree Fund (+10)	LEED Architect (+10)	Electric Car Charging (+5)	Non-roof SRI of at least 29 (+10)	Open Space / On-site Recreational (+10)	Vegetated Roof 50% (+15)	TOTAL BPAS POINTS: CLAIMED	TOTAL BPAS POINTS: VERIFIED
2800 FLAGLER AVENUE	1	1.00	Major	5		60	10	10		10	5				5		60	10	10	10	100	100			100	100	
1028 18th TERRACE	1	1.00	Minor																								
3900 S. ROOSEVELT	28	28.00	Major												30			10	10	5	10	10	15	85	85		
515 ANGELA STREET	1	1.00	Major	5	40	10	10	5	10	5															75	75	
TOTAL REQUESTED:	31																										

**YEAR 2 AFFORDABLE BPAS APPLICATIONS**

AFFORDABLE PROJECTS	Units Requested	Equivalent Single-Family Unit (ESFU) Factor	Major/Minor Renovation	Building 1.5' higher than BFE (+5)	Providing addtl affordable housing (+10)	GBC Upgrade 1 (+30)	GBC Upgrade 2 (+40)	GBC Upgrade 3 (+60)	AIPP / Tree Fund (+10)	LEED Architect (+10)	Electric Car Charging (+5)	Non-roof SRI of at least 29 (+10)	Roofing materials SRI 29 (+5)	Vegetated Roof 50% (+15)	Building 1.5' higher than BFE (+5)	Providing addtl affordable housing (+5)	GBC Upgrade 1 (+30)	GBC Upgrade 2 (+40)	GBC Upgrade 3 (+60)	AIPP / Tree Fund (+10)	LEED Architect (+10)	Electric Car Charging (+5)	Non-roof SRI of at least 29 (+10)	Open Space / On-site Recreational (+10)	Vegetated Roof 50% (+15)	TOTAL BPAS POINTS: CLAIMED	TOTAL BPAS POINTS: VERIFIED
1020 18th TERRACE	2	0.78	Minor												5						5	10	10			100	100
3900 S. ROOSEVELT	12	12.00	Major																							85	85
5555 COLLEGE ROAD	39	39.00	Minor																							40	40
TOTAL REQUESTED:	52.56																										

NOTES:  
 YEAR 2 MARKET-RATE UNITS AVAILABLE: 36  
 YEAR 2 AFFORDABLE UNITS AVAILABLE: 39.1  
 In case of the scores and insufficient available units, a drawing of lots will determine the awardee.

Prepared by and Return to:

Larry R. Erskine, Esq.  
P.O. Box 1409  
Key West, FL 33041-1409  
(305) 809-3770

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## DECLARATION OF AFFORDABLE HOUSING RESTRICTIONS

This Declaration of Affordable Housing Restrictions (hereinafter "Declaration") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by OCEAN WALK KEY WEST OWNER, LLC, a Delaware limited liability company (hereinafter "Declarant"), whose principal mailing address is c/o Mast Capital, Inc., 119 Washington Ave., Suite 505, Miami Beach, FL 33139.

This Declaration applies to the real property located at 3900 South Roosevelt Blvd, in Key West, Florida, which is more fully described in the Legal Description attached hereto and incorporated herein as Exhibit A (hereinafter "Property").

WHEREAS, the Property is subject to regulation pursuant to Sections 122- 1465 through 122-1500 of the Code of Ordinances of the City of Key West, Florida, as amended from time to time ("Work Force Housing Ordinance"), which ordinance establishes affordable housing categories to facilitate the development of housing designed to meet the needs of people employed by the local economy, establishes eligibility requirements for occupants of work force housing, and restricts the amount of rent that may be charged for the residential units on the Property that are designated as Affordable Work Force Housing units, to rents that are substantially less than fair market value to tenants within a specific income range; and

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

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

WHEREAS, the intent of Declarant is to preserve through this Declaration the affordability of 24 designated units on the Property and to assign to the City the right to enforce compliance with this Declaration.

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

## I. DEFINITIONS

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

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

## II. TERM AND ENFORCEABILITY

A. This Declaration shall run with the Property and bind the Declarant, his or her heirs, legal representatives, executors, successors in interest and assigns, for a period of fifty (50) years from the effective date of this Declaration. At any time during the final year of the restriction, the City, at its sole discretion, may act by Resolution to renew this Declaration for an additional 50-year term.

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

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



or interests to the Property shall be deemed null and void, when such instrument purports or evidences an attempt to sell, convey, grant, transfer, exchange or assign any right or interest to the Property where such instrument is inconsistent with or contrary to the conditions or covenants contained herein. Any deed or instrument of conveyance executed by or on behalf of Declarant or any subsequent grantee, devisee, heir, assignee or other transferee shall expressly set forth verbatim this and the foregoing reservations, restrictions and covenants or, in lieu thereof, incorporate them by specific reference to this Declaration by Book and Page number(s) where recorded in the Public Records of Monroe County, Florida.

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

### III. IDENTIFICATION OF THE UNITS AFFECTED

A. Within 30 days of the date of execution of this Declaration, the Declarant shall identify and specify the 24 units which shall be subject to this Declaration. Further, the Declarant shall specify which affordable housing classification (low, median, moderate, or middle) each unit shall be operated under. The Declarant shall identify the affected units and classification pursuant to an amendment to this Declaration made by the Declarant alone, executed with the formalities of a deed, and recorded in the Public Records of Monroe County, Florida.

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

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

A. The units identified pursuant to Section III, above, shall be operated, managed and otherwise administered as affordable work force housing and such other uses incidental to residential use as may be permitted by local zoning and land use regulations.

1. Occupancy shall be restricted to households or persons who derive at least 70 percent of its or his/her total income from gainful employment in Monroe County.
2. At the time an affordable housing (low income) unit is leased, the total income of the eligible household or persons shall not exceed 80 percent of the median household income for Monroe County (adjusted for family size). During the

occupancy of the rental unit, the household's income may increase to an amount not to exceed 120 percent of the median household income for Monroe County (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term. The monthly rent for the rental unit, not including utilities, shall not exceed 30 percent of that amount which represents 80 percent of the monthly median household income of Monroe County (adjusted for family size).

3. At the time an affordable housing (median income) unit is leased, the total income of the eligible household or persons shall not exceed 100 percent of the median household income for Monroe County (adjusted for family size). During the occupancy of the rental unit, the household's income may increase to an amount not to exceed 140 percent of the median household income for Monroe County (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term. The monthly rent for the rental unit, not including utilities, shall not exceed 30 percent of that amount which represents 100 percent of the monthly median household income of Monroe County (adjusted for family size).

4. At the time an affordable housing (moderate income) unit is leased, the total income of the eligible household or persons shall not exceed 120 percent of the median household income for Monroe County (adjusted for family size). During the occupancy of the rental unit, the household's income may increase to an amount not to exceed 160 percent of median household income for Monroe County (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term. The monthly rent for the rental unit, not including utilities, shall not exceed 30 percent of that amount which represents 120 percent of the monthly median household income of Monroe County (adjusted for family size).

5. At the time an affordable housing (middle income) unit is leased, the total income of the eligible household persons shall not exceed 140 percent of the median household income for Monroe County (adjusted for family size). During the occupancy of the rental unit, the household's income may increase to an amount not to exceed 180 percent of the median household income for Monroe County (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term. The monthly rent for the rental unit, not including utilities, shall not exceed 30 percent of that amount which represents 140 percent of the monthly median household income of Monroe County (adjusted for family size).

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

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

8. The income of eligible households shall be determined by counting only the first and highest paid 40 hours of employment per week of each unrelated adult. For a household containing adults related by marriage or a domestic partnership registered with the City, only the highest 60 hours of combined employment shall be counted. The income of dependents regardless of age shall not be counted in calculating a household's income.

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

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

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

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

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

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

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

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

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

## VII. GENERAL PROVISIONS

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

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

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

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

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

## VIII. CONVERSION TO CONDOMINIUM FORM OF OWNERSHIP

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

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

**DECLARANT: OCEAN WALK KEY WEST OWNER, LLC**

By: Ocean Walk Key West, LLC, its sole member

By: M-3900 S Roosevelt Associates , LLC, Manager of Ocean Walk Key West, LLC

By: MC Manager, LLC, Manager of M-3900 S Roosevelt Associates, LLC

By: Mast Capital, Inc., Manager of MC Manager, LLC

\_\_\_\_\_  
By: Camilo Miguel, Jr., its President

\_\_\_\_\_  
Witness #1 signature

\_\_\_\_\_  
Witness #1 Printed Name

\_\_\_\_\_  
Witness #2 signature

\_\_\_\_\_  
Witness #2 Printed Name

]

STATE OF FLORIDA        )  
  )  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by Camilo Miguel, Jr. ,authorized person of Ocean Walk Key West Owner, LLC, on behalf of the company, who is ( ) personally known to me or ( ) who has produced a driver's license as identification.

SEAL

\_\_\_\_\_  
Notary Public