

SETTLEMENT AGREEMENT (REVISED)

1
2
3 THIS SETTLEMENT AGREEMENT as hereby revised is executed as of the 8 day of
4 Dec., 2011 by and between Harborside, LLC, a Florida Limited Liability Company
5 (“Harborside”), M & I Regional Properties, LLC, a Wisconsin Limited Liability Company, and
6 the government of the City of Key West, Florida (“City”).
7

8 WHEREAS, Harborside is the owner of certain rights to purchase certain real property
9 acquired in foreclosure by M&I Regional Properties, LLC (“M&I”), which is the property
10 formerly known as Jabour’s Campground and Trailer Court, located at 223 Elizabeth Street, Key
11 West, Florida (“Jabour’s Campground”) and two contiguous parcels, located at and consisting of
12 approximately 1.9 acres of upland area, all as more particularly described on Exhibit “A” a
13 survey completed by “Island Surveying, Inc.” and dated “May 12, 2011”, attached hereto
14 (collectively, the “Property”); and
15

16 WHEREAS, in settlement of litigation regarding the permissible redevelopment of
17 Jabour’s Campground, City and M&I’s predecessors-in-interest in the Property entered into a
18 March 2, 2004 Settlement Agreement (the Caroline Street Partners, LLC “Settlement”),, the
19 terms of which Settlement, were incorporated in an “Agreement Pursuant To Section 380.032(3),
20 Florida Statutes” (the “380 Agreement”) entered into among Caroline Street Partners, City and
21 the State of Florida Department of Community Affairs (“DCA”), collectively attached hereto as
22 Exhibit “B”; and
23

24 WHEREAS, the Settlement recognized the existence on Jabour’s Campground of a mix
25 of 101 residential and transient units consisting of mobile homes, apartments, guest house units,
26 RV/trailer sites, and campsites; and
27

28 WHEREAS, the 380 Agreement recognized the existence of 80 units, each having a
29 Building Permit Allocation System (BPAS) Factor equivalency of 1.0 Equivalent Single Family
30 Unit Factor (ESFU), and authorized off-site transfer 48 of the units and redevelopment of 32
31 units on the Jabour’s Campground site, each unit having and being entitled to receive a
32 motel/hotel transient license; and
33

34 WHEREAS, subsequent to execution of the 380 Agreement, additional land contiguous
35 to Jabour’s Campground was acquired by M&I’s predecessor in title and was included in an
36 amended Major Development Plan application that was approved on March 21, 2007 for
37 development of the Property as a residential condominium project by Development Order No.
38 2007-004; and
39

40 WHEREAS, the development approved by Development Order No. 2007-004 is no
41 longer economically viable due to changed market conditions, and
42

43 WHEREAS, it is in the mutual best interests of City, Harborside, and the property owners
44 and businesses in and adjacent to the Caroline Street Corridor which abuts the property, that the
45 Property not remain as vacant land, but be redeveloped pursuant to a Major Development Plan
46 providing for reestablishment of an Historic-District streetscape on the Property’s Caroline St.

47 and Elizabeth St. frontage and for creation of a viable resort hotel use complementary to the
48 historic seaport at Key West Bight; and
49

50 WHEREAS, Harborside will acquire the Property from M&I and will redevelop the
51 Property pursuant to the terms and conditions contained herein, subject to the City's approval of
52 an amended 380 Agreement in conformity with all the terms, commitments and conditions of
53 this Agreement;
54

55 NOW, THEREFORE, in consideration of the mutual commitments, conditions and
56 covenants herein contained in this document. Harborside and City hereby agree as follows:
57

58 1. All of the above recitals are true and are incorporated herein.
59

60 2. Harborside shall provide on the Property 63 off-street parking spaces (of which no
61 more than 18 may be for compact vehicles) for parking 63 motor vehicles, and shall
62 provide bicycle racks to accommodate 70 bicycles on the Property in addition to the 100
63 bicycle spaces referenced in Paragraph 4 below, as required by section 108-572(7) of the
64 City Code of Ordinances. The Major Development Plan for the Property shall include
65 provision for employee vehicle parking by providing one employee vehicle parking space
66 on-site, and additional parking spaces in an off-site commercial parking facility
67 Harborside shall enter into negotiations for a special long term contract to be enabled
68 by this settlement agreement in lieu of further litigation with the City in order to have
69 provided for the resort hotel's use 26 parking spaces at the City's Caroline Street Key
70 West Bight parking lot. The negotiations shall be complete and a contract negotiated
71 prior to the submittal of an application for Major Development approval. The contract
72 shall become effective upon the effective date of the development order for the approval
73 of Major Development, if that event occurs. Payment required under the contract shall
74 commence when use of the spaces actually commences but in any event no later than
75 certificate of occupancy. The initial term of the contract shall be forty (40) years and may
76 be renewed thereafter by the City according to section 2-941(a) of the City Code of
77 Ordinances applicable to lands within the boundaries of a Local Redevelopment Area.
78 The number of spaces (26) Twenty Six subject of the contract shall be reserved in name
79 only, and shall not be marked or delineated by the City or Harborside., Hotel guest access
80 to and use of the lot shall be by special placard made available to the owners of
81 automobiles of the hotel guests and such placards shall be placed in the hotel guest
82 automobiles parked at the lot. Any additional costs necessary to provide access to the
83 parking lot for hotel guests, i.e. a new curb cut to be constructed on William Street or
84 other improvements to City property necessitated by this agreement shall be the sole and
85 entire responsibility of Harborside. The number of spaces to which Harborside has access
86 shall be based upon the following formula:
87

88 Spaces Required Which		2010 Upper Tier Key West Annual
89 Are Not Provided On Site	Multiplied by	Average Hotel Room Occupancy
		Reported by Smith Travel Research
		(Exhibit C)

90 33

91 X

92 78.2%

94 Equals 26 Parking Spaces
95 Required to serve the Hotel
96 At Average Annual Occupancy
97

98 The number of spaces to be contracted to Harborside shall be adjusted upward or
99 downward on the fifth anniversary of the signing of the contract enabled by this
100 agreement and every five years thereafter for the term of the lease and will be based upon
101 the hotel room average annual occupancy percentage rate of the preceding five year
102 period as published by the Smith Travel Research Star Reports for the Key West Upper
103 Tier.
104

105 In order to compensate the City for the loss of revenue received by the City from the 26
106 spaces contractually reserved for Harborside, Harborside shall pay annually to the City
107 \$107354, based on the following formula :

108 Documented Annual Revenue		Number of Reserved
109 Per Each Parking Space at Key		Parking Spaces
110 West Bight Parking Lot	Multiplied by	for Harborside
111 (Exhibit D)		
112 \$4129		26

113
114
115 Equals \$107354 Annual Revenue Per Space
116 Lost by the City of Key West and Thus the Fee
117 To Be Paid by Harborside
118

119 The fee paid by Harborside shall be reviewed on the fifth anniversary date of the signing
120 of the contract enabled by this agreement, and every five years thereafter and adjusted
121 upward or downward based up that review. The basis for the review and adjustment will
122 be the average annual revenue for the preceding five year period reported by the City in
123 its document entitled Key West Bight Parking Lot Total Revenue by Day and reference
124 to the annual totals shall be made. The first payment for the parking spaces provided will
125 be made by Harborside prior to the issuance of a certificate of occupancy for the resort
126 hotel.
127

128 3. Harborside waives, releases and surrenders to City any and all claim or demand it may
129 have with respect to the Lazy Way alley. City shall have the right to restrict vehicular
130 access to said alley and establish the same as a pedestrian mall. Harborside will, at its
131 sole expense, (a) create a pedestrian entrance from Lazy Way to the Property and (b)
132 build, manage and maintain a private park in the open space between Lazy Way and that
133 entrance as illustrated on the attached conceptual site massing diagram, which is "Exhibit
134 E" to this agreement. The park will be open to the public during daylight hours, and will
135 be subject to reasonable rules and regulations, agreed to in writing by Harborside and the
136 City. Such rules shall provide that no parking of vehicles of any kind, inclusive of
137 scooters, motorcycle or bicycles shall occur on the designated park.
138

139 4. Harborside shall demonstrate that it has met the payment obligation to the City under
140 the Settlement for the installation of additional bicycle racks sufficient for one hundred
141 (100) spaces in the Caroline Street Corridor and Bahama Village Redevelopment District.
142

143 5. City recognizes that Harborside has agreed not to build the two (2), one hundred fifty
144 (150) seat restaurants and associated commercial floor area for a general store vested by
145 Court Order which was recognized by the settlement approved by Resolution 03-279.
146 Harborside shall provide food and beverage service on the Property limited to hotel
147 guests registered at the hotel. The food preparation and food service areas for such
148 registered guests only shall not exceed 7,000 square feet of enclosed structures, as
149 illustrated and listed on "Exhibit E", conceptual massing diagram data sheet, attached to
150 this revised settlement agreement, together with outdoor accessory areas (pools, gardens
151 and rooftop).
152

153 6. The Property shall be developed as a resort hotel described and limited to the
154 maximum floor area listed in Exhibit C, consisting of 96 hotel rooms, each receiving an
155 ESFU allocation of 0.58 units, and customary resort amenities. Harborside and City have
156 calculated that, after deducting 55.68 ESFUs (96 units x 0.58= 55.68) from the 80 ESFUs
157 attributable to the Property, and transferring 1 ESFUs to existing structures at Parrot Key
158 Resort at 2801 North Roosevelt Boulevard in the City of Key West, there will remain
159 unutilized 23.32 ESFUs, which Harborside shall surrender to City, along with the five (5)
160 transient licenses which will not be required by the project (i.e. 101 previously licensed
161 units minus 96 approved licensed units on site equals five (5) unused transient licenses).
162 Each hotel room shall receive a motel/hotel transient license pursuant to Section 66-
163 109(10)(d) of the Code of Ordinances, shall be considered redevelopment pursuant to the
164 Code of Ordinances, and shall remain exempt from exactions and fees imposed on new
165 units (with such exemptions limited to affordable housing impositions under *Code*
166 *Section 122-1467*, and impact fees required by Sections 54-80 through 54-162 inclusive
167 of the Key West City Code). Each of the hotel rooms built on the Property shall be
168 designed, constructed and occupied only as a single hotel room dwelling unit without
169 lockout capacity (i.e., there will be only one key for each hotel unit) and without a
170 kitchen. The total enclosed area (excluding porches, garages, and loading areas) of all
171 buildings constructed on the Property shall not exceed 63,950 sq. ft.
172

173 Harborside shall seek certification of at least the Silver Level from the Florida Green
174 Building Code Coalition; Harborside shall use best practices for recycling all solid waste;
175 Harborside shall participate in the Florida Green Lodging Program; and Harborside shall
176 implement best practices with regard to cisterns and on-site storage of rainwater for
177 irrigation.
178

179 7. In connection with the development described in paragraph 6 above, Harborside shall
180 be permitted to build and provide the following customary resort hotel accessory facilities
181 for the use and benefit of hotel guests: conference room, lobby, offices, spa/exercise
182 rooms, and outdoor and indoor food and beverage, facilities. The combined enclosed
183 area for these facilities shall not exceed the total square footage shown on the attached
184 Exhibit "F" Hotel Facility sizes. In addition, the hotel shall be able to provide the
185 following support services housed in areas defined in and limited to those named in

186 Exhibit "F", specifically, food and beverage, offices, maintenance, housekeeping and
187 laundry.
188

189 8. As authorized under the Settlement, the portion of Jabour's Campground located at
190 717 Caroline Street was divided from the Property and is not subject to this Agreement.
191

192 9. Except as otherwise provided herein, the Development permitted on the property
193 subject to the Major Development Plan approval shall be compliant with all the standards
194 and all applicable requirements of the Codes of Ordinances of City, the Land
195 Development Regulations and the zoning regulations of City. The Development shall
196 obtain Major Development Plan Review approval and all components of the development
197 approved in the Major Development Plan shall be completed within seven (7) years after
198 the later of (a) conclusion of any appeals from City's development approvals and (b) final
199 decision of any litigation challenging such development approvals.
200

201 Applications for Development Plan Approval shall be submitted no later than March 31,
202 2012.
203

204 In the event the approved project is not completed within the seven years outlined herein,
205 then any unused development rights shall lapse and become void, absent an extension
206 approval from the City Commission. In the absence of such extension approval, all
207 unused development rights shall revert to the City of Key West. The parties agree that,
208 except as otherwise provided for in this agreement, Harborside shall not apply for any
209 variances, exceptions, or waivers where such may be allowed by the City's Land
210 Development Regulations in effect at the signing of this agreement or as may be in effect
211 at the time of application for Major Development Plan approval. If Harborside applies for
212 any such variances, waivers, or exceptions, the City may consider Harborside in breach
213 of this agreement.
214

215 10. Harborside's Major Development Plan approval, when implemented, and not later
216 than the termination of this settlement shall eliminate any existing nonconformities, and
217 will include the following improvements constructed at Harborside's expense: (a)
218 landscaped buffers within the Property on its Lazy Way and William Street boundaries to
219 the City's standards as contained in the Land Development Regulations, (b) a pedestrian
220 sidewalk on William Street adjacent to the Property, and (c) an Historic-District
221 streetscape together with a landscape buffer on the Property's Caroline St. and Elizabeth
222 St. frontages.
223

224 11. The design characteristics of the structures to be constructed on the Property shall be
225 approved by the City's Historical Architectural Review Committee ("HARC"), be
226 compliant with the City's Historic Architectural Design Guidelines, and shall conform to
227 the following additional requirements so as to harmonize to the maximum extent practical
228 the appearance of these new structures with existing structures in or adjoining the historic
229 Key West Bight, while conforming with flood-plain elevation requirements: building
230 height shall conform to the maximum height requirement of HRCC-1 District (35 feet
231 plus 5 feet for pitched roof). Additionally, air handling equipment and other mechanical
232 devices (e.g., HVAC) that are allowed by City regulations to occupy nonhabitable space

233 at or above maximum building height shall be shielded from street view by screening
234 device approved by HARC. Such screening device shall not be an extension of any roof
235 beyond the maximum approved by HARC. The parking garage constructed beneath the
236 first finished floor of the hotel building shall be concealed from view from public rights
237 of way by using fill to minimize the gap between the first finished floor and the crown of
238 the nearest road. (as allowed by HARC Design Guidelines Chapter VI, articles [o] and [p]
239 pages 38 and 39).

240
241 12. Harborside acknowledges that neighboring City property consists of outdoor bars
242 where amplified music is played, and Harborside, on behalf of itself, its guests, its
243 licensees, its tenants, and its successors and assigns, expressly waives any private
244 nuisance action against the City relating to such amplified music. Harborside shall
245 require any successor-in-interest to the Property to execute a written document
246 acknowledging any successor's agreement to be bound by this provision. Nothing in this
247 provision shall prevent Harborside, its guests, its licensees, its tenants, or its successors
248 and assigns, from bringing any action seeking to enforce the City's noise ordinance.
249

250 13. Harborside shall continue to meet with residents and business owners in the Key
251 West Bight neighborhood and to acknowledge their concerns within the Major
252 Development Plan that it submits to the City for approval and shall meet the requirements
253 of the "Good Neighbor Policy" as contained in the City Code of Ordinances.
254

255 14. Upon execution of this Agreement by City and Harborside, it will be rendered to
256 DCA for review, approval, and inclusion in a revised 380 Development Agreement
257 incorporating each and every provision, term, requirement, schedule and attachment of
258 the Settlement Agreement hereof. It shall be the responsibility of the City to draft the 380
259 Agreement. The parties to this agreement stipulate that nothing in the 380 agreement
260 may be materially inconsistent with this agreement.
261

262 15. The laws of Florida shall govern this Agreement.
263

264 16. If any part of this Agreement shall be deemed invalid or unenforceable by a court of
265 competent jurisdiction, the remaining parts of this Agreement that have not been deemed
266 invalid or unenforceable shall remain in full force and effect.
267

268 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the above
269 date.
270

HARBORSIDE, LLC

By: [Signature]
NAME: Patricia Smith
TITLE: manager

Witnesses:
[Signature]
[Signature]

M & I REGIONAL PROPERTIES, LLC, a
Wisconsin Limited Liability Company

By: _____

Witnesses:

CITY OF KEY WEST

By: [Signature]
CRAIG CATES, Mayor

ATTEST:
By: [Signature]
CHERYL SMITH, City Clerk

271

M & I REGIONAL PROPERTIES, LLC, a
Wisconsin Limited Liability Company

By: Steven A. Hedin

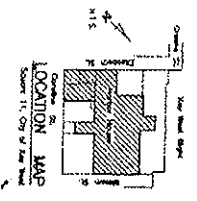
Witnesses:

[Signature]

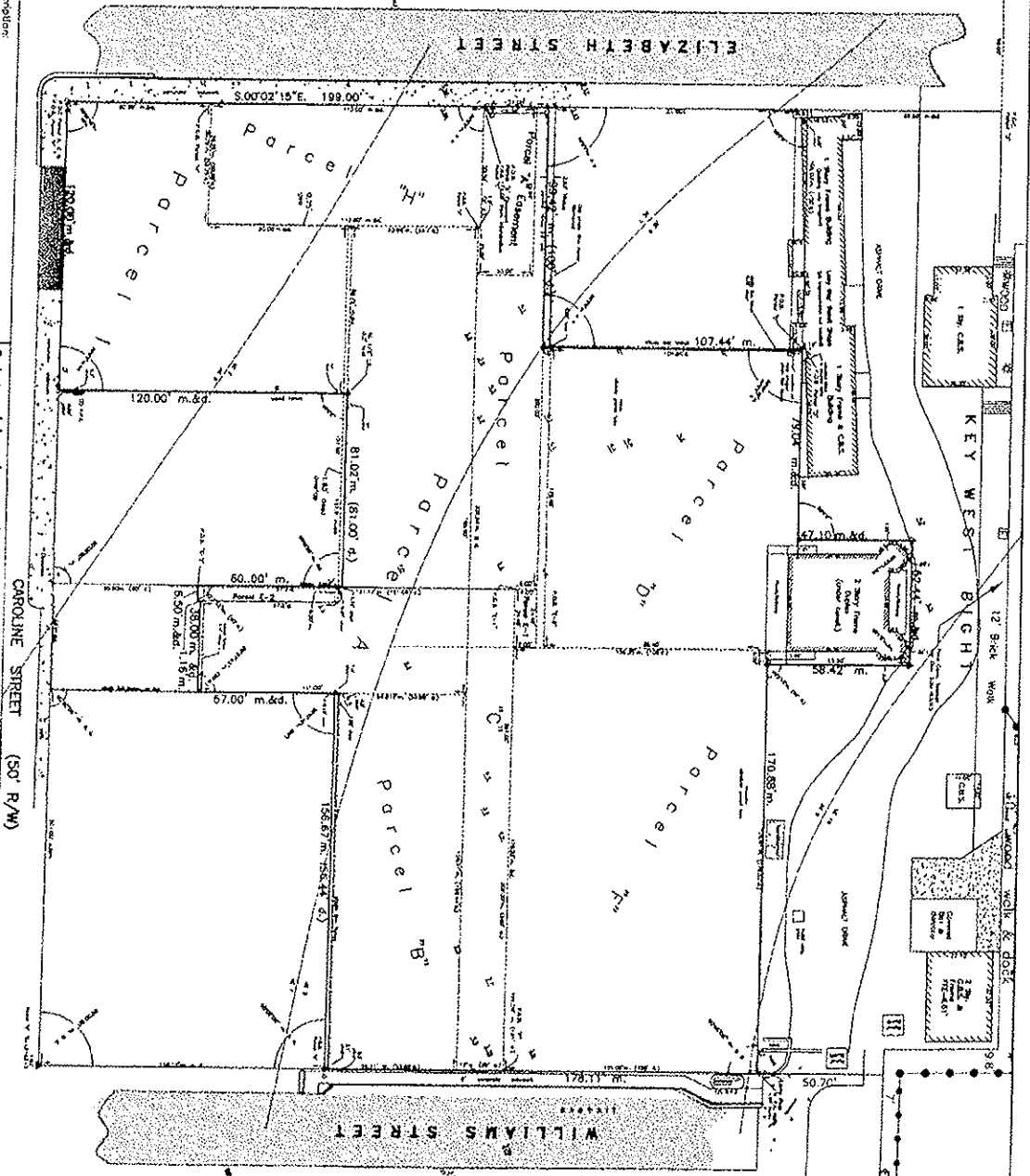
Janis M. Jewett

Exhibit A

GREENE STREET



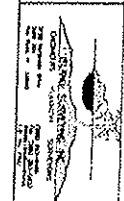
- STANDARD NOTES:**
1. Survey conducted in accordance with Florida Statutes, Chapter 218, and Florida Board of Professional Engineers, Chapter 47C, Florida Statutes.
 2. All bearings and distances are given in feet and decimal fractions thereof.
 3. All bearings are given in degrees, minutes and seconds.
 4. All distances are given in feet and decimal fractions thereof.
 5. All corners are marked with iron pins or other suitable material.
 6. All lines are shown in black ink.
 7. All curves are shown in black ink.
 8. All areas are shown in black ink.
 9. All bearings and distances are given in feet and decimal fractions thereof.
 10. All bearings are given in degrees, minutes and seconds.
 11. All distances are given in feet and decimal fractions thereof.
 12. All corners are marked with iron pins or other suitable material.
 13. All lines are shown in black ink.
 14. All curves are shown in black ink.
 15. All areas are shown in black ink.



BOUNDARY SURVEY

Project: Harborside, LLC
223 Elizabeth Street
Key West, FL 33040

CAROLINE STREET (50' R/W)



Date: 5/23/11
 Designed: DMH
 Drawn: DMH
 Checked: DMH
 Job No. 11-183
 Sheet No. 1 of 2

Sheet Description:	Project:
BOUNDARY SURVEY	Harborside, LLC 223 Elizabeth Street Key West, FL 33040

Drawn: 2/12/21
 Designated PM
 Checked: JPM
 In Charge: JPM
 Job No.: 11-185
 Sheet No.: 2 of 2

LEGAL DESCRIPTION:

Block 11, Lot 11, of the "A" Subdivision, City and County of Monroe, Florida. Being more or less the same as shown on a plat of Block 11, Lot 11, of the "A" Subdivision, City and County of Monroe, Florida, approved and recorded in Public Record Book 186, Page 143, of the Public Record Office of Monroe County, Florida.

Block 11, Lot 11, of the "A" Subdivision, City and County of Monroe, Florida. Being more or less the same as shown on a plat of Block 11, Lot 11, of the "A" Subdivision, City and County of Monroe, Florida, approved and recorded in Public Record Book 186, Page 143, of the Public Record Office of Monroe County, Florida.

Block 11, Lot 11, of the "A" Subdivision, City and County of Monroe, Florida. Being more or less the same as shown on a plat of Block 11, Lot 11, of the "A" Subdivision, City and County of Monroe, Florida, approved and recorded in Public Record Book 186, Page 143, of the Public Record Office of Monroe County, Florida.

Block 11, Lot 11, of the "A" Subdivision, City and County of Monroe, Florida. Being more or less the same as shown on a plat of Block 11, Lot 11, of the "A" Subdivision, City and County of Monroe, Florida, approved and recorded in Public Record Book 186, Page 143, of the Public Record Office of Monroe County, Florida.

Block 11, Lot 11, of the "A" Subdivision, City and County of Monroe, Florida. Being more or less the same as shown on a plat of Block 11, Lot 11, of the "A" Subdivision, City and County of Monroe, Florida, approved and recorded in Public Record Book 186, Page 143, of the Public Record Office of Monroe County, Florida.

Block 11, Lot 11, of the "A" Subdivision, City and County of Monroe, Florida. Being more or less the same as shown on a plat of Block 11, Lot 11, of the "A" Subdivision, City and County of Monroe, Florida, approved and recorded in Public Record Book 186, Page 143, of the Public Record Office of Monroe County, Florida.

Block 11, Lot 11, of the "A" Subdivision, City and County of Monroe, Florida. Being more or less the same as shown on a plat of Block 11, Lot 11, of the "A" Subdivision, City and County of Monroe, Florida, approved and recorded in Public Record Book 186, Page 143, of the Public Record Office of Monroe County, Florida.



DESIGNATION: JPM
 Occupation: Surveyor
 State: Florida
 License No.: 11030
 Date of Issue: 2/7/2020

STATE OF FLORIDA
 SURVEYOR
 J. PAUL WILLIAMS
 License No. 11030
 Date of Issue: 2/7/2020

Exhibit B
Composite Original 380 Agreement
and May 24, 2004 Settlement Agreement

RESOLUTION NO. 04-093

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED AGREEMENT PURSUANT TO SECTION 380.032(3), FLORIDA STATUTES AND APPROVING THE AMENDED SETTLEMENT AGREEMENT FOR REDEVELOPMENT OF THE JABOUR CAMPGROUND PROPERTY; PROVIDING FOR AN EFFECTIVE DATE

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

Section 1: That the attached Agreement Pursuant To Section 380.032(3), Florida Statutes and the attached Settlement Agreement are hereby approved.

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

Passed and adopted by the City Commission at a meeting held this 2 day of March, 2004.

Authenticated by the presiding officer and Clerk of the Commission on March 3, 2004.

Filed with the Clerk March 3, 2004.

ATTEST:

Cheryl Smith
CHERYL SMITH, CITY CLERK

Jimmy Weekley
JIMMY WEEKLEY, MAYOR

AGREEMENT
Pursuant to Section 380.032(3), Florida Statutes

THIS SECTION 380.032 AGREEMENT is entered into between the **Department of Community Affairs**, an agency of the State of Florida (hereinafter referred to as "DCA" or "Department"), **Caroline Street Partners, LLC** (hereinafter referred to as "CSP"), and the **City of Key West**, a Florida municipality (hereinafter referred to as "City"), pursuant to the terms and conditions herein and § 380.032(3), *Florida Statutes*.

WHEREAS the City of Key West is located within the City of Key West Area of Critical State Concern, as designated under Sections 380.05, *Florida Statutes*, and Chapter 28-36, *F.A.C.*; and

WHEREAS, the DCA is the state land planning agency having the power and duty to exercise general supervision of the administration and enforcement of Chapter 380, *Florida Statutes*, the Environmental Land and Water Management Act (the "Act"), which includes provisions relating to areas of critical state concern; and

WHEREAS, DCA is authorized by § 380.032(3), *Florida Statutes*, to enter into an agreement with any landowner, developer or other governmental agency as may be necessary to effectuate the provisions and purposes of the Act, or any related rule; and

WHEREAS, in May, 2003, CSP entered into a contract to purchase from Robert S. Jabour and Richard J. Jabour ("Jabours") a parcel of real property located in Key West, Florida comprising approximately 1.57 acres, as is more fully described in Appendix "A", also known as Jabour's Trailer Court (the "Property"), pursuant to which contract CSP, as contract vendee, is entitled to seek and obtain government approvals for the development of the Property; and

WHEREAS, after acquiring the right to purchase the Property, CSP negotiated with the City, and submitted to the City Commission for public hearing and approval, the terms of a Settlement Agreement ("the Settlement Agreement") to resolve vested rights and other development issues that were the subject of prolonged litigation between Jabours and the City;

and

WHEREAS, on August 28, 2003, the City Commission of the City of Key West held a public hearing to consider adoption of the Settlement Agreement, with the announced intention to resolve all past and pending litigation concerning vested development rights to the Property and to govern the future development of the Property; and

WHEREAS, by Resolution 03-279, the City approved the Settlement Agreement, which was duly executed by CSP and the City, joined by Jabours for the limited purposes expressed therein; and

WHEREAS, Resolution 03-279 and the Settlement Agreement were rendered to DCA, which timely initiated an appeal thereof to the Florida Land and Water Adjudicatory Commission pursuant to *F.S.* §380.07; and

WHEREAS, DCA in its appeal acknowledged that 80 units exist on the Property as a permissible nonconforming density, and that those units may be replaced at their existing nonconforming density, but DCA disputed CSP's right to redevelop all 101 units for which Jabours Trailer Park holds transient lodging licenses issued by Monroe County and by the State of Florida Division of Hotels and Restaurants; and

WHEREAS, it is in the public interest, and in furtherance of the Principles for Guiding Development listed in Chapter 28-36, *F.A.C.*, that site density be reduced so as not to exceed the 33 units allowable under current land use regulations, and to require the balance of the existing units to be transferred to suitable receiver sites; and

WHEREAS, DCA and the City recognize that the relocation or replacement of transient units should take into consideration whether the unit being relocated or replaced is a residential dwelling unit (allocated, for ROGO purposes, one ERU) or a small transient unit (allocated .58 ERU), and accordingly have made provision therefore in the Revised Settlement Agreement and in this Section 380.032 Agreement;

NOW, THEREFORE, in consideration of the terms and conditions set forth hereafter, the City, CSP, and DCA agree as follows:

1. Performances and Covenants. Based upon lawful consideration, the receipt of which is hereby mutually acknowledged, City, CSP, and DCA stipulate as follows:

1.1. The parties agree that the Future Land Use Map classification of the Property on the City of Key West Comprehensive Plan is 'HRCC.'

1.2. The parties agree that the zoning currently in effect for the Property is 'HRCC-1', which allows up to 33 dwelling units to be developed on the Property, each of which may be developed and occupied as a full-sized residence licensed for transient occupancy (hereinafter, "Transient Residential Unit").

1.3. All references in the Revised Settlement Agreement (as hereby modified) to the "Property" shall be solely to the real property described in Appendix A hereto. The provisions of Paragraphs 6-9 of the original Settlement Agreement are modified as provided in the attached copy of the Revised Settlement Agreement. Because the number of units to be developed on the Property will conform to density requirements, Paragraph 10 of the original Settlement Agreement is deleted. The provisions of the Revised Settlement Agreement are hereby incorporated into this 380.032 Agreement in full and may be enforced by any party.

1.4 Construction of the Agreement. The parties hereto have entered into this Section 380.032 agreement in recognition of the unique circumstances applicable to the Property, and in consideration of the public benefits to be obtained by eliminating existing excess density and by finally resolving long-pending litigation. Accordingly, this Section 380.032 Agreement should not be construed as establishing precedent or procedure for any other development application.

1.5 Amendment to clarify LDRs governing transient units. The City acknowledges that, consistent with its Comprehensive Plan and ROGO, the size of transient units must be limited in order to avoid potential adverse impacts (e.g., traffic, hurricane evacuation). Accordingly, the City will initiate and diligently schedule for public hearing an LDR amendment, intended to clarify, and to provide specific criteria for, size limitations of transient units.

2. Authorized Signatures. The Mayor of Key West, or his authorized designee, shall execute this Section 380.032 Agreement on behalf of the City following approval of this Agreement by the City Commission. The Director of the Division of Community Planning, or

his authorized designee, shall execute this Agreement on behalf of DCA. CSP shall execute this Agreement by its duly-authorized officer.

3. **Entirety of Agreement.** The City, DCA and CSP further agree that this Section 380.032 Agreement contains the entire and exclusive understanding and agreement among the parties and may not be modified in any manner except by an instrument in writing and duly signed by the City, DCA and CSP.

4. **Duplicate Originals.** This Section 380.032 Agreement may be executed in any number of originals, all of which evidence one agreement, and only one of which need be produced for any purpose.

5. **Enforcement.** In the event of a breach of this Section 380.032 Agreement, or failure to comply with any condition of it, the City, DCA and CSP may enforce this Agreement pursuant to §§ 380.05 and 380.11, *Florida Statutes*, or as otherwise provided by law.

6. **Scope of Authority.** This Section 380.032 Agreement affects the rights and obligations of the City, DCA and CSP as provided under the terms herein and Chapter 380, *Florida Statutes*. This Section 380.032 Agreement is not intended to influence or determine the authority or decisions of any other state or local government or agency in issuance of any other permits or approvals that might be required by state law or local ordinance for any development authorized by this Agreement except as otherwise provided herein.

7. **Effective Date.** This Agreement shall take effect upon signature of the last of the parties to sign this Agreement.

IN WITNESS THEREOF, the parties by and through their respective undersigned duly authorized representatives have executed this Agreement on the dates and year below written.

CITY OF KEY WEST	CAROLINE STREET PARTNERS, LLC	DCA
<i>James J. Kelley</i>	<i>Everett Atwell</i>	<i>Valerie Hubbard</i>
As Mayor of the City of Key West	by: Everett Atwell, its Manager	Director Division of Community Planning, DCA
5-4-04	4/30/04	5/12/04
Date signed	Date signed	Date signed
Attest: <i>Cheryl Smith</i>		
City Clerk		

PARCEL A

On the Island of Key West, Monroe County, State of Florida, being known as Part of Square Eleven (11), more particularly described as follows:

Commencing at the Southerly corner of Square Eleven (11) where Caroline and Elizabeth Streets intersect and proceed along the Northeasterly side of Elizabeth Street in a Northwesterly direction a distance of One Hundred Seventy-three (173) feet to a point; proceed thence at right angles in a Northeasterly direction Fifty (50) feet; thence at right angles in a Southeasterly direction One (1) foot to the POINT OF BEGINNING; from the Point of Beginning proceed at right angles in a Northeasterly direction One Hundred Ninety-five and Six tenths (195.6) feet; thence at right angles in a Southeasterly direction One Hundred Eleven (111) feet; thence at right angles in a Southwesterly direction Thirty-eight (38) feet; thence at right angles in a Northwesterly direction Fifty-seven and Two-tenths (57.2) feet; thence at right angles in a Southwesterly direction One Hundred Fifty-seven and Six tenths (157.6) feet; thence at right angles in a Northwesterly direction Fifty-three and Seven tenths (53.7) feet to the Point of Beginning.

PARCEL B

On the Island of Key West and known on William A. Whitehead's Map delineated in February, A.D. 1829, as a parcel of land in Square Eleven (11) more particularly described as follows: Commencing at the Northwesterly corner of the intersection of Caroline and William Streets move Northwesterly a distance of 118.15 feet to the point or place of beginning. Thence at right angles in a Southwesterly direction a distance of 156.44 feet; thence at right angles in a Northwesterly direction a distance of 53.85 feet; thence at right angles in a Northeasterly direction a distance of 156.44 feet; thence at right angles in a Southeasterly direction along William Street a distance of 53.85 feet to the point or place of beginning on William Street.

EXHIBIT
COMPOSITE
EXHIBIT A

PARCEL C

On the Island of Key West and known on William A. Whitehead's Map delineated in February, A.D. 1829, as a parcel of land in Square Eleven (11) more particularly described as follows: Commencing at the Northwesterly corner of the intersection of Caroline and Elizabeth Streets move Northwesterly along Elizabeth Street a distance of 173 feet to the point of beginning. Thence continue in a Northwesterly direction along Elizabeth Street a distance of 27 feet to a point; thence at right angles in a Northeasterly direction parallel to Caroline Street a distance of 200 feet to a point; thence at right angles in a Southeasterly direction a distance of 9 feet to a point; thence at right angles in a Northeasterly direction a distance of 200 feet to a point on the Westerly right-of-Way of William Street; thence at right angles in a Southeasterly direction along the Westerly boundary line of William Street a distance of 20 feet to a point; thence at right angles in a Southwesterly direction parallel to Caroline Street a distance of 352.04 feet to a point on the property line owned by the Veterans of Foreign Wars; thence at right angles in a Northwesterly direction a distance of 2 feet to a point; thence at right angles in a Southwesterly direction a distance of 50 feet to the point of beginning.

PARCEL D

On the Island of Key West and is part of Square 11 according to William A. Whitehead's map of said Island delineated in 1829 and is more particularly described as follows: From the intersection of the southeasterly line of Greene Street and the northeasterly line of Elizabeth Street go southeasterly along the northeasterly line of Elizabeth Street a distance of 95.50 feet to a point; thence at right angles and northeasterly a distance of 100 feet to a point; which point is the point of beginning; thence continue northeasterly along the previously described course a distance of 79.04 feet to a point; thence at right angles and northwesterly a distance of 47.10 feet to a point; thence at right angles and northeasterly a distance of 52.44 feet to a point; thence at right angles and southeasterly a distance of 62.20 feet to a point; thence at right angles and southwesterly a distance of 6.00 feet to a point; thence at right angles and southeasterly a distance of 89.40 feet to a point; thence at right angles and southwesterly a distance of 125.48 feet to a point; thence at right angles and northeasterly a distance of 104.50 feet back to the point of beginning.

○ PARCEL E ○

Parcel E-1:

A parcel of land in the Island of Key West, Monroe County, Florida, said parcel being a Part of Lot 1 of Square 11 of Whitehead's Map of the said Island as delineated in February 1829 and the said parcel being more particularly described by metes and bounds as follows: COMMENCE at the intersection of the NW'y right-of-way-line (ROWL) of Caroline Street with the SW'y ROWL of William Street and run thence in a SW'y direction along the NW'y ROWL of the said Caroline Street for a distance of 201.00 feet; thence NW'y and at right angles for a distance of 191.00 feet to the POINT OF BEGINNING of the parcel of land being described herein; thence continue NW'y along a prolongation of the preceding course for a distance of 9.00 feet; thence NE'y and at right angles for a distance of 24.48 feet; thence SE'y and at right angles for a distance of 9.00 feet; thence SW'y and at right angles for a distance of 24.48 feet back to the POINT OF BEGINNING, said parcel containing 220 square feet.

Parcel E-2:

A parcel of land on the Island of Key West, Monroe County, Florida, said parcel being a Part of Lot 1 of Square 11 of Whitehead's Map of the said Island as delineated in February 1829 and the said parcel being more particularly described by metes and bounds as follows: COMMENCE at the intersection of the NW'y right-of-way-line (ROWL) of Caroline Street with the SW'y ROWL of William Street and run thence in a SW'y direction along the NW'y ROWL of the said Caroline Street for a distance of 201.00 feet; thence NW'y and at right angles for a distance of 60.00 feet to the POINT OF BEGINNING of the parcel of land being described herein; thence continue NW'y along a prolongation of the preceding course for a distance of 57.20 feet; thence NE'y and at right angles for a distance of 6.50 feet; thence SE'y and at right angles for a distance of 57.20 feet; thence SW'y and at right angles for a distance of 6.50 feet to the POINT OF BEGINNING, said parcel containing 372 square feet.

Parcel E-3:

A parcel of land on the Island of Key West, Monroe County, Florida, said parcel being a Part of Lot 1 of Square 11 of Whitehead's Map of the said Island as delineated in February 1829 and the said parcel being more particularly described by metes and bounds as follows: COMMENCE at the intersection of the NW'y right-of-way-line (ROWL) of Caroline Street with the SW'y ROWL of William Street and run thence in a SW'y direction along the NW'y ROWL of the said Caroline Street for a distance of 156.50 feet to the POINT OF BEGINNING of the parcel of land being described herein; thence continue SW'y along the NW'y ROWL of the said Caroline Street for a distance of 4.50 feet; thence NW'y and at right angles for a distance of 60.00 feet; thence NE'y and at right angles for a distance of 4.50 feet; thence SE'y and at right angles for a distance of 60.00 feet back to the POINT OF BEGINNING, the said parcel containing 270 square feet.

PARCEL F

On the Island of Key West and is part of Square 11 according to William A. Whitehead's map of said Island delineated in 1829 and is more particularly described as follows:

From the intersection of the northwesterly line of Caroline Street and the southwesterly line of William Street go northwesterly along the said southwesterly line of William Street a distance of 191 feet to a point; which point is the Point of Beginning; thence continue northwesterly along said southwesterly line of William Street a distance of 105 feet to a point; thence southwesterly and at right angles a distance of 176.52 feet to a point; thence southeasterly and at right angles a distance of 105 feet to a point; thence northeasterly and at right angles a distance of 176.52 feet back to the point of beginning.

PARCEL G

In the City of Key West known on Wm. A. Whitehead's map or plan of the Island of Key West, delineated February, 1829, as part of Lot 1 in Square 11; Commencing 161 feet from the corner of Caroline and William Streets, and running along Caroline Street in a Southwesterly direction 40 feet; thence at right angles in a Northwesterly direction 60 feet; thence at right angles in a Northeasterly direction 40 feet; thence at right angles in a Southeasterly direction 60 feet to the place of beginning.

1
2
3 **SETTLEMENT AGREEMENT (REVISED)**

4 THIS SETTLEMENT AGREEMENT is hereby revised as of the 2d day of March, 2004
5 by and between Caroline Street Partners, LLC, a Florida Limited Liability Company ("CSP")
6 and the government of the City of Key West, Florida ("CITY").

7 WHEREAS, CSP is the owner of certain rights to purchase the real property known as
8 Jabour's Campground and Trailer Court, located at 223 Elizabeth Street, Key West, Florida, and
9 more particularly described on Exhibit "A" attached hereto (the "Property"); and

10
11 WHEREAS, CITY and CSP and its predecessors in interest in the Property have been in
12 litigation regarding the permissible development on the Property; and

13
14 WHEREAS, there exists on the property a mix of residential and transient units
15 consisting of mobile homes, apartments, guest house units, RV/trailer sites, and campsites,
16 including no fewer than 20 mobile homes and apartments entitled (for ROGO purposes) to an
17 allocation of 1 ERU per unit; and

18
19 WHEREAS, CITY and CSP have reached agreement on the substantial issues of
20 contention regarding the development of the Property, including CSP's establishment of a thirty-
21 two (32) Transient Residential Unit condominium, associated amenity facilities for the exclusive
22 use of the occupants of the condominium, and the off-site transfer of 48 Transient Residential
23 Units (collectively referred to hereafter as the "Development"); and

24
25 WHEREAS, it is in the best interests of both the CITY and CSP that the above referenced
26 litigation be settled and that CSP be permitted to establish the Development on the Property
27 pursuant to the terms and conditions contained herein.

28
29 NOW, THEREFORE, in consideration of the mutual promises and covenants herein
30 contained, CSP and CITY hereby say and agree as follows:

- 31
32 1. All of the above recitals are true and are incorporated herein.
33
34 2. There shall be space for parking no fewer than fifty (50) vehicles for the
35 Development. There shall be bicycle racks designed to accommodate 25 bicycles. Such
36 parking spaces and bicycle racks shall be located on the Property.
37
38 3. CSP waives, releases and surrenders to CITY any and all claim or demand it has with
39 respect to the Lazy Way Alley. CITY shall have the right to restrict vehicular access to
40 said alley and establish the same as a pedestrian mall. CSP agrees to build a pedestrian
41 sidewalk on William Street along CSP's property.
42
43 4. CSP agrees to pay an amount not to exceed \$5,000 for the installation of additional
44 bicycle racks sufficient for one hundred (100) spaces in the Caroline Street Corridor and
45 Bahama Village Redevelopment District.
46
47

48 5. CITY recognizes that CSP has agreed not to build the two (2), one hundred fifty (150) seat
49 restaurants and associated commercial floor area for a general store vested by Court Order and
50 vested rights determination by CITY. There shall be no restaurant within the Development.
51

52 6. CSP and CITY agree that currently existing on the Property are 101 units of varying
53 sizes. The on-Property portion of the Development shall consist of thirty-two (32)
54 Transient Residential units developed as full-sized, luxury condominium units. Each
55 such unit shall receive a motel/hotel transient license pursuant to Section 66-109(10)(d)
56 of the Code of Ordinances. CSP and CITY have calculated that, after deducting thirty-
57 three (33) units [*i.e.*, 32 units plus the single-family unit referenced in Paragraph 8,
58 below], there will remain 68 units, compressed to 48 ERUs, calculated as follows: 20
59 ERUs allocable to mobile homes and apartments, and 28 ERUs allocable to the
60 compression of 48 small transient facilities (RV sites, campsites and guest rooms; each
61 allocated .58 ERU). "Compression" as referenced herein is the reduction of unit count
62 resulting from multiplying 48 small transient units by .58 (producing 28 ERUs) and
63 adding thereto 20 ERUs attributable to 20 full-size units existing on the Property, for a
64 total of 48 full-size units transferable hereunder. Accordingly, CSP shall have the right
65 during the effective term of this Agreement to transfer the remaining forty-eight (48)
66 Transient Residential Units (inclusive of the ROGO exemption and transient licensure
67 applicable to each) to a receiver site or sites. Each of the 48 Transient Residential Units
68 required hereunder to be transferred off the Property is deemed to meet the transfer
69 criteria of Section 122-1338 (1), *City Code*, and shall be transferable as of right to a
70 receiver site that conforms to the following requirements: Transient use must be an
71 allowed zoning use on the receiver site, unless the unit is to be used solely on a
72 nontransient basis. Receiver-site density may not be increased above maximum allowed
73 density. If the unit so transferred is dedicated to non-transient use, the transient license
74 associated with that unit shall be surrendered. To the extent not inconsistent with the
75 provisions of this Agreement, the transfer will conform to the existing requirements of
76 *Code* Section 122-1338 (7), (8) and (9), and will follow the procedure now set forth in
77 *Code* Sections 122-1340 and 1344. Units so transferred will retain their status as vested
78 existing units, exempt from exactions and fees imposed on new units (*e.g.*, rental rate/
79 sale price restrictions imposed under *Code* Section 122-1467, impact fees, and the like).
80 This Agreement does not authorize transfer of units outside Key West; such transfer
81 would require a separate agreement among DCA, Monroe County and CSP. Each of the
82 units built on the property shall be designed and occupied only as a single family
83 dwelling unit without lockout capacity (*i.e.*, there will be only one key for each unit).
84

85 7. In connection with the Development described in paragraph 6 above, CSP shall be
86 permitted to build up to 4,000 square feet of amenity floor area as accessory space for the
87 use and benefit of the occupants of the units, including but not limited to accessory uses
88 such as a lobby, offices, and spa/exercise rooms. There shall be no bar, restaurant,
89 catering kitchen, or room service on the Property.
90

91 8. In addition to the foregoing on-site development, a portion of the Property currently
92 being operated as a guest house (717 Caroline Street) may be divided from the Property
93 and sold separately as a single-family residence (non-transient). The single-family home
94 parcel will comply with all applicable building standards or require separate variances as
95 the case may be.

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9. Except as otherwise provided herein, the Development shall be subject to all applicable requirements of the Codes of Ordinances of CITY, the Land Development Regulations and the zoning regulations of CITY. The Development shall be subject to Major Development Plan Review. The on-Property portion of the Development must be substantially completed within five (5) years, and the transfer of units off-site shall be completed within eight (8) years, after the later of (a) conclusion of any appeals from CITY's development approvals and (b) final decision of any litigation challenging such development approvals

10. CSP's development will, when complete, conform to current density requirements and will eliminate existing nonconforming setbacks.

11. This Settlement Agreement is contingent upon CITY's Historic Architectural Review Commission agreeing that the two (2) existing white, concrete buildings on the Property are not contributing historical structures, and, therefore, may be demolished as part of the Development. The design characteristics of the structures to be constructed on the Property shall be approved by the City's Historical Architectural Review Committee ("HARC"), and shall conform to the following requirements so as to harmonize to the maximum extent practical the appearance of these new structures with existing multi-story structures in or adjoining the historic Key West Bight, while conforming with flood-plain elevation requirements: building height shall conform to the maximum height requirement of HRCC-1 District (35 feet plus 5 feet for pitched roof); additionally, air handling equipment and other mechanical devices (e.g., HVAC) that are allowed by City regulations to occupy nonhabitable space at or above maximum building height shall be shielded from street view by extension of a pitched roof or similar screening device.

12. CSP acknowledges that neighboring City property consists of outdoor bars where amplified music is played.

13. CSP shall make best efforts to meet with residents of Key West Bight Neighborhood and to acknowledge their concerns within the Major Development Plan.

14. The parties acknowledge that it is CSP's intention to complete the purchase of the Property subject to approval of the contemplated Development. In the event of the approval of the Development and CSP's closing on the purchase of the Property, CSP shall obtain from Robert S. Jabour and Richard J. Jabour, the current owners of the Property ("Jabours", herein), and deliver to CITY dismissals with prejudice of the following lawsuits, and all other lawsuits brought by Jabours against CITY pending in the Circuit Court for Monroe County, Florida. Similarly, if CSP does not close on the property, then this Agreement shall not be binding on the City. When CSP closes on the purchase of the property, the parties will submit this Agreement to the Circuit Court, Sixteenth Judicial Circuit, together with (1) a Joint Motion substituting CSP for Jabours as party to each pending action, and (2) Stipulation for entry of judgement requiring the parties to comply with the terms of this Agreement and reserving jurisdiction for enforcement.

a. 87-743-CA-18

- 144 b. 92-215-CA-18
- 145 c. 93-499-CA-18
- 146 c. 94-555-CA-18
- 147 d. 96-326-CA-09
- 148 e. 96-350-CA-18
- 149 f. 96-547-CA-18
- 150 g. 96-1087-CA-18
- 151 h. 97-005-CA-18
- 152

153 CITY acknowledges and agrees that Robert S. Jabour and Richard J. Jabour are
 154 accommodation signatories to this Agreement, but they will not be bound by any of its
 155 terms, nor shall this Agreement be enforceable with respect to Jabours, except in the
 156 event the Development is ultimately approved and CSP closes on the purchase of the
 157 Property.

158
 159 15. The laws of Florida shall govern this Agreement.

160
 161 16. If any part of this Agreement shall be deemed invalid or unenforceable by a court of
 162 competent jurisdiction, the remaining parts of this Agreement that have not been deemed
 163 invalid or unenforceable shall remain in full force and effect.

164
 165 IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and
 166 year written above.

167
 168 CAROLINE STREET PARTNERS, LLC

CITY OF KEY WEST

By

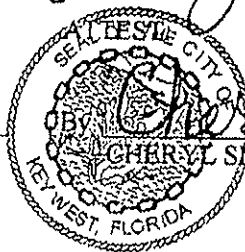
[Handwritten signature]

By

[Handwritten signature]
 JIMMY WEEKLEY, Mayor

Witness:

[Handwritten signature]



[Handwritten signature]
 CHERYL SMITH, City Clerk

169 Additional signatories:

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 171
 172 *[Handwritten signature]*
 173 Robert S. Jabour

174
 175 *[Handwritten signature]*
 176 Richard J. Jabour

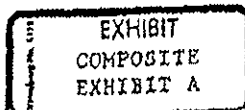
PARCEL A

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PARCEL B

On the Island of Key West and known on William A. Whitehead's Map delineated in February, A.D. 1829, as a parcel of land in Square Eleven (11) more particularly described as follows: Commencing at the Northwesterly corner of the intersection of Caroline and William Streets move Northwesterly a distance of 118.15 feet to the point or place of beginning. Thence at right angles in a Southwesterly direction a distance of 156.44 feet; thence at right angles in a Northwesterly direction a distance of 53.85 feet; thence at right angles in a Northeasterly direction a distance of 156.44 feet; thence at right angles in a Southeasterly direction along William Street a distance of 53.85 feet to the point or place of beginning on William Street.



PARCEL F

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From the intersection of the northwesterly line of Caroline Street and the southwesterly line of William Street go northwesterly along the said southwesterly line of William Street a distance of 191 feet to a point; which point is the Point of Beginning; thence continue northwesterly along said southwesterly line of William Street a distance of 105 feet to a point; thence southwesterly and at right angles a distance of 176.52 feet to a point; thence southeasterly and at right angles a distance of 105 feet to a point; thence northeasterly and at right angles a distance of 176.52 feet back to the point of beginning.

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In the City of Key West known on Wm. A. Whitehead's map or plan of the Island of Key West, delineated February, 1829, as part of Lot 1 in Square 11; Commencing 161 feet from the corner of Caroline and William Streets, and running along Caroline Street in a Southwesterly direction 40 feet; thence at right angles in a Northwesterly direction 60 feet; thence at right angles in a Northeasterly direction 40 feet; thence at right angles in a Southeasterly direction 60 feet to the place of beginning.

PARCEL C

On the Island of Key West and known on William A. Whitehead's Map delineated in February, A.D. 1829, as a parcel of land in Square Eleven (11) more particularly described as follows: Commencing at the Northwesterly corner of the intersection of Caroline and Elizabeth Streets move Northwesterly along Elizabeth Street a distance of 173 feet to the point of beginning. Thence continue in a Northwesterly direction along Elizabeth Street a distance of 27 feet to a point; thence at right angles in a Northeasterly direction parallel to Caroline Street a distance of 200 feet to a point; thence at right angles in a Southeasterly direction a distance of 9 feet to a point; thence at right angles in a Northeasterly direction a distance of 200 feet to a point on the Westerly right-of-Way of William Street; thence at right angles in a Southeasterly direction along the Westerly boundary line of William Street a distance of 20 feet to a point; thence at right angles in a Southwesterly direction parallel to Caroline Street a distance of 352.04 feet to a point on the property line owned by the Veterans of Foreign Wars; thence at right angles in a Northwesterly direction a distance of 2 feet to a point; thence at right angles in a Southwesterly direction a distance of 50 feet to the point of beginning.

PARCEL D

On the Island of Key West and is part of Square 11 according to William A. Whitehead's map of said Island delineated in 1829 and is more particularly described as follows: From the intersection of the southeasterly line of Greene Street and the northeasterly line of Elizabeth Street go southeasterly along the northeasterly line of Elizabeth Street a distance of 95.50 feet to a point; thence at right angles and northeasterly a distance of 100 feet to a point; which point is the point of beginning; thence continue northeasterly along the previously described course a distance of 79.04 feet to a point; thence at right angles and northwesterly a distance of 47.10 feet to a point; thence at right angles and northeasterly a distance of 52.44 feet to a point; thence at right angles and southeasterly a distance of 62.20 feet to a point; thence at right angles and southwesterly a distance of 6.00 feet to a point; thence at right angles and southeasterly a distance of 89.40 feet to a point; thence at right angles and southwesterly a distance of 125.48 feet to a point; thence at right angles and northeasterly a distance of 104.50 feet back to the point of beginning.

PARCEL E

Parcel E-1:

A parcel of land in the Island of Key West, Monroe County, Florida, said parcel being a Part of Lot 1 of Square 11 of Whitehead's Map of the said Island as delineated in February 1829 and the said parcel being more particularly described by metes and bounds as follows: COMMENCE at the intersection of the NW'y right-of-way-line (ROWL) of Caroline Street with the SW'y ROWL of William Street and run thence in a SW'y direction along the NW'y ROWL of the said Caroline Street for a distance of 201.00 feet; thence NW'y and at right angles for a distance of 191.00 feet to the POINT OF BEGINNING of the parcel of land being described herein; thence continue NW'y along a prolongation of the preceding course for a distance of 9.00 feet; thence NE'y and at right angles for a distance of 24.48 feet; thence SE'y and at right angles for a distance of 9.00 feet; thence SW'y and at right angles for a distance of 24.48 feet back to the POINT OF BEGINNING, said parcel containing 220 square feet.

Parcel E-2:

A parcel of land on the Island of Key West, Monroe County, Florida, said parcel being a Part of Lot 1 of Square 11 of Whitehead's Map of the said island as delineated in February 1829 and the said parcel being more particularly described by metes and bounds as follows: COMMENCE at the intersection of the NW'y right-of-way-line (ROWL) of Caroline Street with the SW'y ROWL of William Street and run thence in a SW'y direction along the NW'y ROWL of the said Caroline Street for a distance of 201.00 feet; thence NW'y and at right angles for a distance of 60.00 feet to the POINT OF BEGINNING of the parcel of land being described herein; thence continue NW'y along a prolongation of the preceding course for a distance of 57.20 feet; thence NE'y and at right angles for a distance of 6.50 feet; thence SE'y and at right angles for a distance of 57.20 feet; thence SW'y and at right angles for a distance of 6.50 feet to the POINT OF BEGINNING, said parcel containing 372 square feet.

Parcel E-3:

A parcel of land on the Island of Key West, Monroe County, Florida, said parcel being a Part of Lot 1 of Square 11 of Whitehead's Map of the said island as delineated in February 1829 and the said parcel being more particularly described by metes and bounds as follows: COMMENCE at the intersection of the NW'y right-of-way-line (ROWL) of Caroline Street with the SW'y ROWL of William Street and run thence in a SW'y direction along the NW'y ROWL of the said Caroline Street for a distance of 156.50 feet to the POINT OF BEGINNING of the parcel of land being described herein; thence continue SW'y along the NW'y ROWL of the said Caroline Street for a distance of 4.50 feet; thence NW'y and at right angles for a distance of 60.00 feet; thence NE'y and at right angles for a distance of 4.50 feet; thence SE'y and at right angles for a distance of 60.00 feet back to the POINT OF BEGINNING, the said parcel containing 270 square feet.

Exhibit C
2010 Average Hotel Room Occupancy
Smith Travel Service

Monroe County Tourist Development Council Smith Travel Research - Tier Report

For the month of May 2011



Current report

Current Month - May 2011 vs May 2010

	Occ %		ADR (\$)		RevPAR (\$)		Percent Change from		
	2011	2010	2011	2010	2011	2010	Occ	ADR	
Florida Keys									
Florida Keys Luxury	75.2	76.4	187.30	169.18	140.80	129.20	-1.6	10.7	9.0
Florida Keys Upscale	72.7	72.5	241.18	251.07	197.21	181.95	0.3	8.0	8.4
Florida Keys Midprice	81.7	78.8	217.69	196.74	177.92	154.99	3.7	10.7	14.8
Florida Keys Economy	72.8	73.1	153.81	141.01	111.99	103.10	-0.4	9.1	9.6
Florida Keys Budget									

Year to Date - May 2011 vs May 2010

	Occ %		ADR (\$)		RevPAR (\$)		Percent Change from		
	2011	2010	2011	2010	2011	2010	Occ	ADR	
Florida Keys									
Florida Keys Luxury	80.0	78.0	213.04	199.00	170.53	155.24	2.6	7.1	9.8
Florida Keys Upscale	77.1	74.0	318.11	289.99	245.30	222.08	4.2	6.0	10.5
Florida Keys Midprice	86.3	79.3	243.59	229.96	210.33	182.23	8.9	6.0	15.4
Florida Keys Economy	77.5	75.7	173.46	163.46	134.36	123.77	2.3	6.1	8.6
Florida Keys Budget									

Key West	
Key West Lower Tier	83.6
Key West Middle Tier	81.2
Key West Upper Tier	80.3
888s, Guest Houses & Inns	82.7

	2011	2010	2011	2010	2011	2010	Occ	ADR	RevPAR
Key West Lower Tier	83.3	201.27	184.85	168.31	153.93	0.4	8.9	9.3	
Key West Middle Tier	79.7	153.48	146.70	124.69	116.86	2.0	4.6	6.7	
Key West Upper Tier	82.9	255.04	238.57	220.02	197.83	4.0	6.9	11.2	
888s, Guest Houses & Inns	84.7	170.41	155.76	140.86	131.95	-2.4	9.4	6.8	

	2011	2010	2011	2010	2011	2010	Occ	ADR	RevPAR
Key West Lower Tier	88.8	86.5	229.51	215.32	203.89	186.29	2.7	6.6	9.4
Key West Middle Tier	87.4	85.4	177.03	170.68	154.68	145.74	2.3	3.7	6.1
Key West Upper Tier	90.4	85.0	291.95	277.55	263.89	236.01	6.3	5.2	11.8
888s, Guest Houses & Inns	87.4	87.7	194.30	182.39	169.90	159.96	-0.3	6.5	6.2

Upper Florida Keys	
Upper Florida Keys Lower Tier	65.7
Upper Florida Keys Middle Tier	56.9
Upper Florida Keys Upper Tier	63.5

	2011	2010	2011	2010	2011	2010	Occ	ADR	RevPAR
Upper Florida Keys Lower Tier	68.4	167.32	147.25	109.91	100.76	-4.0	13.6	9.1	
Upper Florida Keys Middle Tier	62.6	132.19	109.16	75.25	68.38	-9.1	21.1	10.0	
Upper Florida Keys Upper Tier	64.1	193.99	172.76	123.22	110.77	-0.9	12.3	11.2	

	2011	2010	2011	2010	2011	2010	Occ	ADR	RevPAR
Upper Florida Keys Lower Tier	68.2	189.64	175.20	133.09	119.54	2.9	8.2	11.3	
Upper Florida Keys Middle Tier	59.3	145.38	120.07	93.85	71.14	8.9	21.1	31.9	
Upper Florida Keys Upper Tier	64.3	223.09	207.81	148.85	133.42	3.8	7.5	14.6	

Key Largo	
Key Largo	69.2

	2011	2010	2011	2010	2011	2010	Occ	ADR	RevPAR
Key Largo	69.7	155.45	137.24	107.55	95.72	-0.7	13.3	12.4	

	2011	2010	2011	2010	2011	2010	Occ	ADR	RevPAR
Key Largo	70.7	182.14	166.89	132.80	117.92	3.1	9.1	12.6	

Marathon	
Marathon	65.3

	2011	2010	2011	2010	2011	2010	Occ	ADR	RevPAR
Marathon	69.4	182.37	162.34	119.03	112.64	-5.9	12.3	5.7	

	2011	2010	2011	2010	2011	2010	Occ	ADR	RevPAR
Marathon	67.7	208.80	198.00	147.35	134.01	4.3	5.5	10.0	

Islamorada	
Islamorada	60.0

	2011	2010	2011	2010	2011	2010	Occ	ADR	RevPAR
Islamorada	62.8	178.94	157.20	107.40	98.69	-4.5	13.8	8.8	

	2011	2010	2011	2010	2011	2010	Occ	ADR	RevPAR
Islamorada	61.8	193.84	177.87	123.44	109.98	3.1	9.0	12.2	

Current report

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Tab 2 - Multi-Segment

Morco County TDC
For the month of December 2010

Cu

	Occ %					ADR					RevPAR					Percent Change from December 2009							
	2010	2009	2010	2009	2010	2010	2009	2010	2009	Occ	ADR	RevPAR	Room Rev	Room Avail	Room Sold	2010	2009	2010	2009	2010	2009	Room Sold	
Florida Keys	91.1	92.0	127.94	127.72	117.84	115.42	117.84	115.42	117.84	115.42	1.4	0.1	1.5	0.8	1.5	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4
Upper Florida Keys	48.6	51.1	175.12	172.55	87.43	81.53	87.43	81.53	87.43	81.53	2.2	2.1	4.3	0.4	4.8	1.7	1.7	1.7	1.7	1.7	1.7	1.7	1.7
Key West	71.1	71.4	204.17	201.28	145.08	143.64	145.08	143.64	145.08	143.64	0.4	1.4	1.0	1.1	0.1	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3
Florida Keys Laxart	60.3	60.3	304.85	289.87	183.72	182.38	183.72	182.38	183.72	182.38	0.1	3.7	1.5	3.2	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8
Florida Keys Upscale	71.1	63.2	208.53	216.42	148.87	138.73	148.87	138.73	148.87	138.73	12.5	3.2	8.9	9.0	0.1	12.6	12.6	12.6	12.6	12.6	12.6	12.6	12.6
Florida Keys Midgrade	57.2	59.8	152.58	158.49	87.27	83.82	87.27	83.82	87.27	83.82	4.3	2.5	4.7	4.6	0.1	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4
Florida Keys Economy																							
Florida Keys Budget																							
Upper Florida Keys Lower Tier																							
Upper Florida Keys Middle Tier	50.8	38.4	111.80	122.27	56.82	48.96	56.82	48.96	56.82	48.96	32.3	3.8	2.0	2.0	0.0	32.3	32.3	32.3	32.3	32.3	32.3	32.3	32.3
Upper Florida Keys Upper Tier	48.2	48.9	218.03	215.77	100.70	105.51	100.70	105.51	100.70	105.51	5.5	1.8	4.5	3.6	1.0	4.8	4.8	4.8	4.8	4.8	4.8	4.8	4.8
Key West Lower Tier	67.8	70.4	154.78	159.18	104.95	112.03	104.95	112.03	104.95	112.03	-3.7	-2.8	-6.3	-6.3	0.0	-3.7	-3.7	-3.7	-3.7	-3.7	-3.7	-3.7	-3.7
Key West Middle Tier	74.4	71.0	256.72	260.00	185.93	184.82	185.93	184.82	185.93	184.82	8.3	0.1	6.2	6.3	0.2	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5
Key West Upper Tier																							
Florida Keys Laxart	51.8	50.5	158.25	158.49	87.04	86.06	87.04	86.06	87.04	86.06	2.1	0.1	3.0	3.3	4.2	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4
Florida Keys Upscale	73.7	69.1	202.45	194.54	149.13	134.36	149.13	134.36	149.13	134.36	6.7	4.1	11.0	12.6	1.4	8.2	8.2	8.2	8.2	8.2	8.2	8.2	8.2
Florida Keys Midgrade	58.7	62.4	145.45	144.32	89.87	89.66	89.87	89.66	89.87	89.66	0.5	0.8	1.2	1.1	2.3	1.9	1.9	1.9	1.9	1.9	1.9	1.9	1.9
Florida Keys Economy																							
Florida Keys Budget																							
Upper Florida Keys Lower Tier																							
Upper Florida Keys Middle Tier	58.8	48.6	110.18	116.55	64.74	56.38	64.74	56.38	64.74	56.38	21.0	-5.5	14.4	3.8	-9.3	9.8	9.8	9.8	9.8	9.8	9.8	9.8	9.8
Upper Florida Keys Upper Tier	58.3	57.8	195.78	199.88	111.68	111.68	111.68	111.68	111.68	111.68	0.5	-1.7	2.8	6.8	8.8	7.9	7.9	7.9	7.9	7.9	7.9	7.9	7.9
Key West Lower Tier	77.0	77.9	149.09	144.05	114.79	112.15	114.79	112.15	114.79	112.15	-1.1	3.5	2.4	2.3	0.0	-1.1	-1.1	-1.1	-1.1	-1.1	-1.1	-1.1	-1.1
Key West Middle Tier	78.2	74.4	244.98	235.57	181.55	173.21	181.55	173.21	181.55	173.21	5.1	2.0	8.3	10.6	1.0	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5
Key West Upper Tier																							

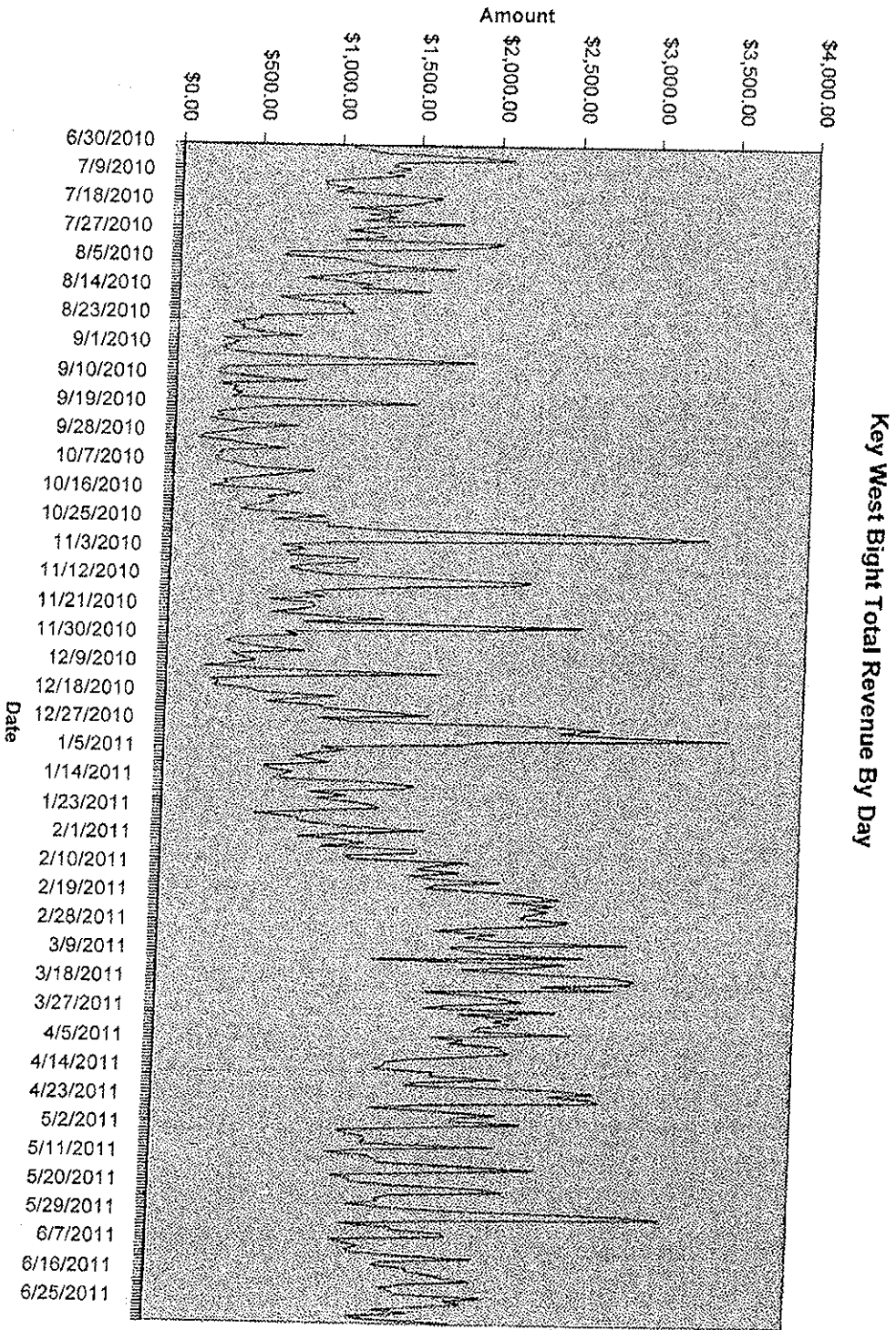
Year end 2010 and Dec

A blank row indicates insufficient data.

Source 2011 SMITH TRAVEL

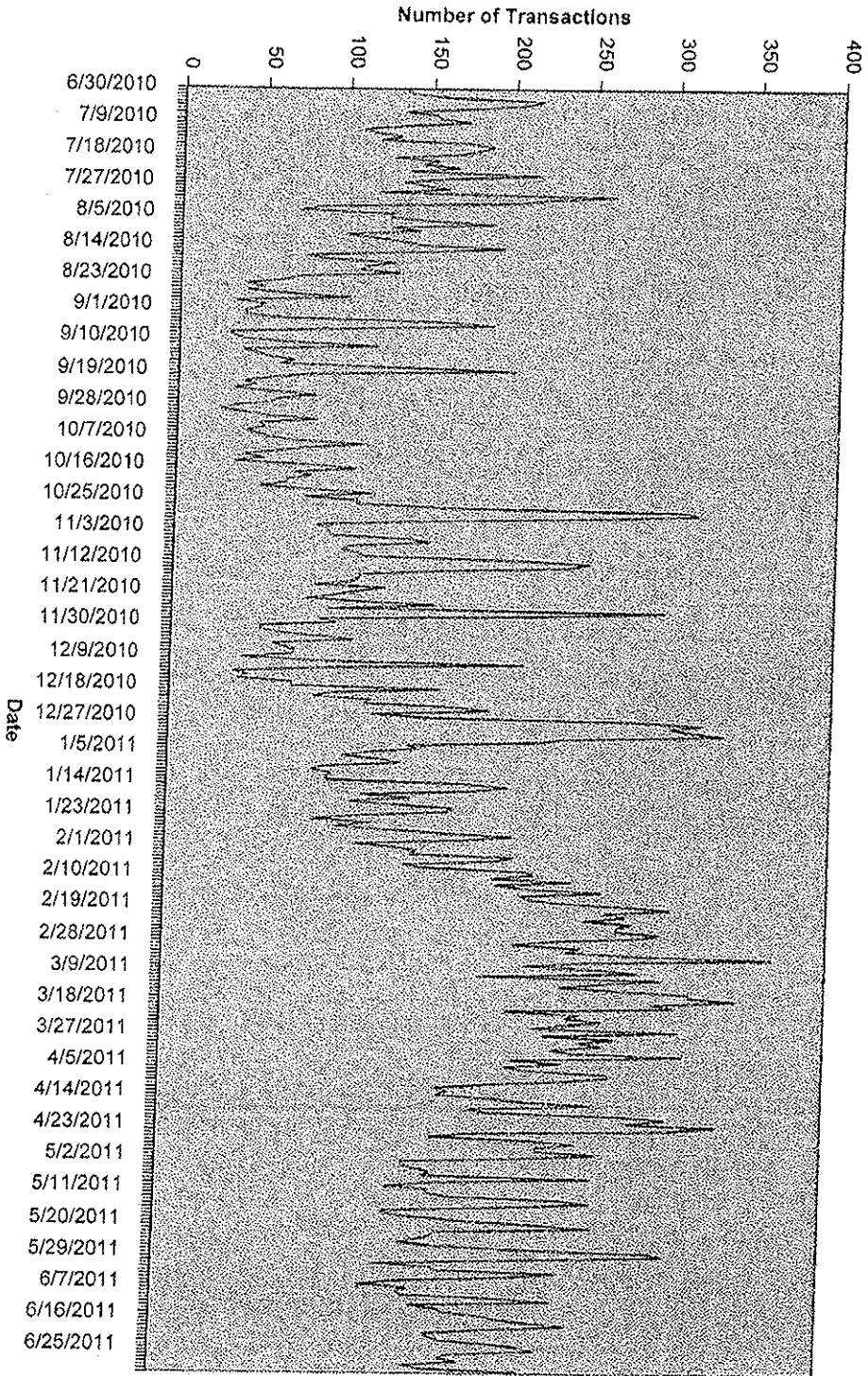
Exhibit D
Annual Revenue
Key West Bight Parking Lot

Graph of Amounts



Graph of Transaction Count

Key West Bight Number of Transactions Per Day



Worksheet 3: Group amount and no of transact

Group amount and no of transact

Day	Total Amount for Day	Day	Number of Transactions
6/30/2010	\$1,070.40	6/30/2010	134
7/1/2010	\$1,164.45	7/1/2010	138
7/2/2010	\$1,272.85	7/2/2010	161
7/3/2010	\$1,893.85	7/3/2010	217
7/4/2010	\$2,072.85	7/4/2010	208
7/5/2010	\$1,369.80	7/5/2010	181
7/6/2010	\$1,319.90	7/6/2010	134
7/7/2010	\$1,435.75	7/7/2010	152
7/8/2010	\$1,276.00	7/8/2010	154
7/9/2010	\$1,391.95	7/9/2010	172
7/10/2010	\$1,067.60	7/10/2010	135
7/11/2010	\$895.15	7/11/2010	109
7/12/2010	\$918.05	7/12/2010	116
7/13/2010	\$1,071.75	7/13/2010	131
7/14/2010	\$967.95	7/14/2010	119
7/15/2010	\$1,343.60	7/15/2010	174
7/16/2010	\$1,632.90	7/16/2010	187
7/17/2010	\$1,567.35	7/17/2010	180
7/18/2010	\$1,442.75	7/18/2010	169
7/19/2010	\$1,062.20	7/19/2010	128
7/20/2010	\$1,382.90	7/20/2010	154
7/21/2010	\$1,181.20	7/21/2010	145
7/22/2010	\$1,348.65	7/22/2010	166
7/23/2010	\$1,139.30	7/23/2010	137
7/24/2010	\$1,776.90	7/24/2010	216
7/25/2010	\$1,278.10	7/25/2010	162
7/26/2010	\$1,081.05	7/26/2010	134
7/27/2010	\$1,258.35	7/27/2010	146
7/28/2010	\$1,283.55	7/28/2010	160
7/29/2010	\$1,020.45	7/29/2010	119
7/30/2010	\$2,028.50	7/30/2010	261
7/31/2010	\$1,937.00	7/31/2010	219
8/1/2010	\$1,552.45	8/1/2010	86
8/2/2010	\$704.85	8/2/2010	86
8/3/2010	\$650.65	8/3/2010	72
8/4/2010	\$1,012.90	8/4/2010	128

Group amount and no of transact

8/5/2010	\$1,166.65	8/5/2010	126
8/6/2010	\$1,243.70	8/6/2010	149
8/7/2010	\$1,734.35	8/7/2010	189
8/8/2010	\$1,158.15	8/8/2010	127
8/9/2010	\$1,040.05	8/9/2010	143
8/10/2010	\$796.10	8/10/2010	100
8/11/2010	\$1,020.85	8/11/2010	120
8/12/2010	\$1,207.95	8/12/2010	134
8/13/2010	\$1,143.00	8/13/2010	147
8/14/2010	\$1,575.00	8/14/2010	196
8/15/2010	\$1,038.60	8/15/2010	129
8/16/2010	\$631.75	8/16/2010	77
8/17/2010	\$764.30	8/17/2010	88
8/18/2010	\$1,037.35	8/18/2010	129
8/19/2010	\$1,042.20	8/19/2010	113
8/20/2010	\$1,082.25	8/20/2010	109
8/21/2010	\$1,099.00	8/21/2010	132
8/22/2010	\$515.45	8/22/2010	72
8/23/2010	\$535.15	8/23/2010	62
8/24/2010	\$337.75	8/24/2010	40
8/25/2010	\$418.15	8/25/2010	50
8/26/2010	\$397.60	8/26/2010	40
8/27/2010	\$521.45	8/27/2010	66
8/28/2010	\$773.60	8/28/2010	102
8/29/2010	\$291.45	8/29/2010	34
8/30/2010	\$388.25	8/30/2010	51
8/31/2010	\$338.50	8/31/2010	48
9/1/2010	\$281.10	9/1/2010	40
9/2/2010	\$342.45	9/2/2010	40
9/3/2010	\$640.75	9/3/2010	63
9/4/2010	\$1,386.00	9/4/2010	161
9/5/2010	\$1,871.60	9/5/2010	189
9/6/2010	\$951.80	9/6/2010	105
9/7/2010	\$316.25	9/7/2010	31
9/8/2010	\$277.55	9/8/2010	34
9/9/2010	\$264.10	9/9/2010	40
9/10/2010	\$504.40	9/10/2010	71

Group amount and no of transact

9/11/2010	\$818.75	9/11/2010	120
9/12/2010	\$270.25	9/12/2010	39
9/13/2010	\$386.85	9/13/2010	47
9/14/2010	\$356.65	9/14/2010	55
9/15/2010	\$410.60	9/15/2010	69
9/16/2010	\$350.60	9/16/2010	62
9/17/2010	\$942.50	9/17/2010	132
9/18/2010	\$1,523.70	9/18/2010	203
9/19/2010	\$602.85	9/19/2010	82
9/20/2010	\$417.70	9/20/2010	57
9/21/2010	\$258.85	9/21/2010	41
9/22/2010	\$291.15	9/22/2010	47
9/23/2010	\$214.95	9/23/2010	35
9/24/2010	\$388.15	9/24/2010	56
9/25/2010	\$786.35	9/25/2010	84
9/26/2010	\$471.05	9/26/2010	62
9/27/2010	\$338.75	9/27/2010	55
9/28/2010	\$199.85	9/28/2010	34
9/29/2010	\$154.55	9/29/2010	27
9/30/2010	\$351.60	9/30/2010	42
10/1/2010	\$491.60	10/1/2010	56
10/2/2010	\$695.20	10/2/2010	84
10/3/2010	\$298.20	10/3/2010	50
10/4/2010	\$296.25	10/4/2010	53
10/5/2010	\$264.60	10/5/2010	43
10/6/2010	\$290.75	10/6/2010	48
10/7/2010	\$401.30	10/7/2010	57
10/8/2010	\$500.65	10/8/2010	70
10/9/2010	\$883.70	10/9/2010	113
10/10/2010	\$710.55	10/10/2010	81
10/11/2010	\$504.75	10/11/2010	62
10/12/2010	\$323.75	10/12/2010	41
10/13/2010	\$335.95	10/13/2010	53
10/14/2010	\$242.00	10/14/2010	36
10/15/2010	\$696.65	10/15/2010	83
10/16/2010	\$809.40	10/16/2010	109
10/17/2010	\$596.10	10/17/2010	72

Group amount and no of transact

10/18/2010	\$639.00	10/18/2010	82
10/19/2010	\$593.00	10/19/2010	67
10/20/2010	\$493.75	10/20/2010	67
10/21/2010	\$436.00	10/21/2010	51
10/22/2010	\$724.00	10/22/2010	83
10/23/2010	\$972.20	10/23/2010	118
10/24/2010	\$650.35	10/24/2010	79
10/25/2010	\$989.40	10/25/2010	110
10/26/2010	\$988.70	10/26/2010	111
10/27/2010	\$1,365.45	10/27/2010	157
10/28/2010	\$2,816.30	10/28/2010	309
10/29/2010	\$3,378.15	10/29/2010	317
10/30/2010	\$2,890.20	10/30/2010	236
10/31/2010	\$1,055.05	10/31/2010	140
11/1/2010	\$694.55	11/1/2010	86
11/2/2010	\$842.25	11/2/2010	94
11/3/2010	\$733.90	11/3/2010	93
11/4/2010	\$760.05	11/4/2010	97
11/5/2010	\$1,189.50	11/5/2010	142
11/6/2010	\$1,169.00	11/6/2010	154
11/7/2010	\$855.05	11/7/2010	106
11/8/2010	\$758.10	11/8/2010	103
11/9/2010	\$869.10	11/9/2010	112
11/10/2010	\$1,015.65	11/10/2010	116
11/11/2010	\$1,608.30	11/11/2010	213
11/12/2010	\$2,263.90	11/12/2010	251
11/13/2010	\$2,186.40	11/13/2010	240
11/14/2010	\$1,394.10	11/14/2010	162
11/15/2010	\$979.65	11/15/2010	113
11/16/2010	\$846.70	11/16/2010	113
11/17/2010	\$969.15	11/17/2010	109
11/18/2010	\$634.35	11/18/2010	86
11/19/2010	\$913.45	11/19/2010	128
11/20/2010	\$920.75	11/20/2010	112
11/21/2010	\$835.50	11/21/2010	100
11/22/2010	\$640.50	11/22/2010	82
11/23/2010	\$967.10	11/23/2010	114

Group amount and no of transact

11/24/2010	\$1,360.90	11/24/2010	159
11/25/2010	\$848.60	11/25/2010	95
11/26/2010	\$2,593.05	11/26/2010	298
11/27/2010	\$1,937.55	11/27/2010	226
11/28/2010	\$742.35	11/28/2010	90
11/29/2010	\$817.30	11/29/2010	100
11/30/2010	\$448.10	11/30/2010	54
12/1/2010	\$367.50	12/1/2010	54
12/2/2010	\$451.45	12/2/2010	66
12/3/2010	\$592.70	12/3/2010	94
12/4/2010	\$861.45	12/4/2010	110
12/5/2010	\$411.20	12/5/2010	62
12/6/2010	\$465.15	12/6/2010	69
12/7/2010	\$557.05	12/7/2010	75
12/8/2010	\$439.00	12/8/2010	74
12/9/2010	\$240.25	12/9/2010	44
12/10/2010	\$756.00	12/10/2010	90
12/11/2010	\$1,732.00	12/11/2010	213
12/12/2010	\$788.45	12/12/2010	97
12/13/2010	\$273.50	12/13/2010	39
12/14/2010	\$326.95	12/14/2010	47
12/15/2010	\$297.65	12/15/2010	42
12/16/2010	\$527.35	12/16/2010	74
12/17/2010	\$585.00	12/17/2010	74
12/18/2010	\$1,069.55	12/18/2010	163
12/19/2010	\$813.90	12/19/2010	98
12/20/2010	\$631.50	12/20/2010	88
12/21/2010	\$973.60	12/21/2010	122
12/22/2010	\$1,005.90	12/22/2010	118
12/23/2010	\$1,398.35	12/23/2010	172
12/24/2010	\$1,655.25	12/24/2010	193
12/25/2010	\$976.20	12/25/2010	123
12/26/2010	\$1,205.40	12/26/2010	153
12/27/2010	\$2,420.45	12/27/2010	284
12/28/2010	\$2,727.50	12/28/2010	322
12/29/2010	\$2,480.35	12/29/2010	304
12/30/2010	\$2,824.75	12/30/2010	317

Group amount and no of transact

12/31/2010	\$3,540.80	12/31/2010	336
1/1/2011	\$2,005.35	1/1/2011	240
1/2/2011	\$1,863.00	1/2/2011	224
1/3/2011	\$994.60	1/3/2011	145
1/4/2011	\$1,137.10	1/4/2011	150
1/5/2011	\$971.90	1/5/2011	120
1/6/2011	\$829.50	1/6/2011	106
1/7/2011	\$928.65	1/7/2011	129
1/8/2011	\$1,040.25	1/8/2011	140
1/9/2011	\$637.95	1/9/2011	94
1/10/2011	\$681.30	1/10/2011	88
1/11/2011	\$811.95	1/11/2011	99
1/12/2011	\$738.65	1/12/2011	96
1/13/2011	\$667.30	1/13/2011	97
1/14/2011	\$1,370.70	1/14/2011	180
1/15/2011	\$1,575.85	1/15/2011	206
1/16/2011	\$1,510.60	1/16/2011	183
1/17/2011	\$927.45	1/17/2011	118
1/18/2011	\$1,153.45	1/18/2011	147
1/19/2011	\$980.25	1/19/2011	111
1/20/2011	\$1,179.35	1/20/2011	138
1/21/2011	\$1,321.75	1/21/2011	173
1/22/2011	\$1,360.20	1/22/2011	169
1/23/2011	\$931.85	1/23/2011	117
1/24/2011	\$582.35	1/24/2011	89
1/25/2011	\$858.45	1/25/2011	124
1/26/2011	\$664.65	1/26/2011	103
1/27/2011	\$993.75	1/27/2011	132
1/28/2011	\$1,231.80	1/28/2011	166
1/29/2011	\$1,656.90	1/29/2011	210
1/30/2011	\$1,184.35	1/30/2011	178
1/31/2011	\$861.15	1/31/2011	115
2/1/2011	\$1,141.60	2/1/2011	139
2/2/2011	\$1,276.85	2/2/2011	151
2/3/2011	\$1,017.60	2/3/2011	149
2/4/2011	\$1,613.30	2/4/2011	210
2/5/2011	\$1,599.60	2/5/2011	200

Group amount and no of transact

2/6/2011	\$1,167.75	2/6/2011	144
2/7/2011	\$1,199.00	2/7/2011	157
2/8/2011	\$1,936.40	2/8/2011	218
2/9/2011	\$1,701.35	2/9/2011	223
2/10/2011	\$1,615.50	2/10/2011	198
2/11/2011	\$1,882.65	2/11/2011	246
2/12/2011	\$1,573.80	2/12/2011	200
2/13/2011	\$1,744.30	2/13/2011	219
2/14/2011	\$2,142.80	2/14/2011	264
2/15/2011	\$1,740.10	2/15/2011	216
2/16/2011	\$1,678.70	2/16/2011	220
2/17/2011	\$2,126.55	2/17/2011	242
2/18/2011	\$2,366.25	2/18/2011	282
2/19/2011	\$2,597.70	2/19/2011	306
2/20/2011	\$2,195.50	2/20/2011	266
2/21/2011	\$2,486.20	2/21/2011	279
2/22/2011	\$2,315.20	2/22/2011	255
2/23/2011	\$2,436.15	2/23/2011	283
2/24/2011	\$2,300.50	2/24/2011	274
2/25/2011	\$2,273.05	2/25/2011	274
2/26/2011	\$2,572.75	2/26/2011	300
2/27/2011	\$2,465.60	2/27/2011	287
2/28/2011	\$2,000.75	2/28/2011	234
3/1/2011	\$1,749.40	3/1/2011	211
3/2/2011	\$2,126.20	3/2/2011	252
3/3/2011	\$1,943.10	3/3/2011	244
3/4/2011	\$2,139.55	3/4/2011	290
3/5/2011	\$2,939.60	3/5/2011	368
3/6/2011	\$1,844.40	3/6/2011	251
3/7/2011	\$1,932.65	3/7/2011	220
3/8/2011	\$2,127.50	3/8/2011	265
3/9/2011	\$2,861.30	3/9/2011	287
3/10/2011	\$1,353.35	3/10/2011	191
3/11/2011	\$2,549.10	3/11/2011	301
3/12/2011	\$2,376.55	3/12/2011	264
3/13/2011	\$1,907.85	3/13/2011	241
3/14/2011	\$2,302.80	3/14/2011	277

Group amount and no of transact

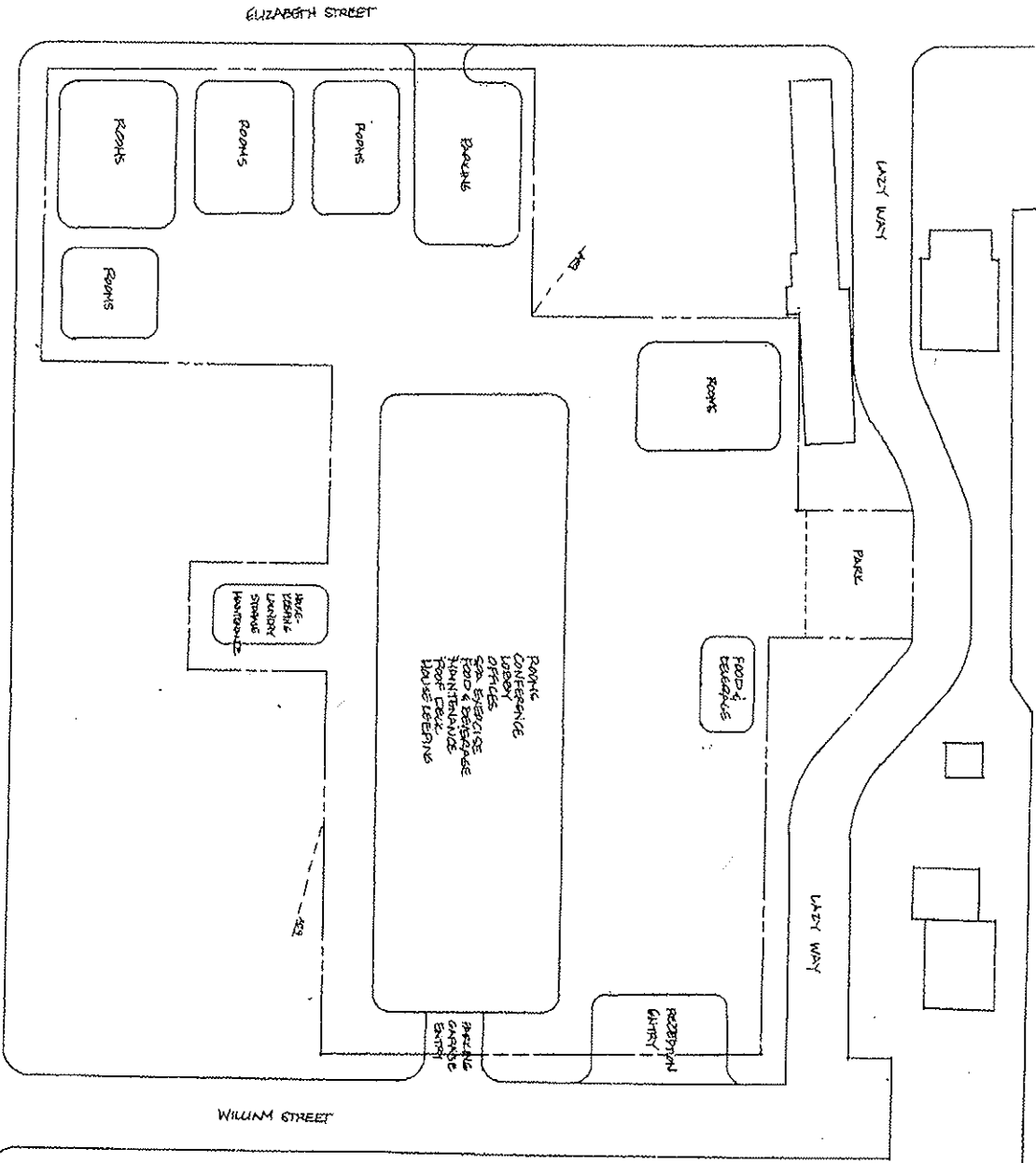
3/15/2011	\$2,858.15	3/15/2011	318
3/16/2011	\$2,990.90	3/16/2011	319
3/17/2011	\$2,958.45	3/17/2011	347
3/18/2011	\$2,417.25	3/18/2011	297
3/19/2011	\$2,882.15	3/19/2011	310
3/20/2011	\$1,882.85	3/20/2011	208
3/21/2011	\$1,992.35	3/21/2011	253
3/22/2011	\$2,188.15	3/22/2011	245
3/23/2011	\$2,292.95	3/23/2011	266
3/24/2011	\$1,855.70	3/24/2011	244
3/25/2011	\$1,681.70	3/25/2011	225
3/26/2011	\$2,504.30	3/26/2011	313
3/27/2011	\$1,912.60	3/27/2011	232
3/28/2011	\$2,281.70	3/28/2011	274
3/29/2011	\$2,129.35	3/29/2011	254
3/30/2011	\$2,229.40	3/30/2011	267
3/31/2011	\$2,040.40	3/31/2011	237
4/1/2011	\$1,997.25	4/1/2011	249
4/2/2011	\$2,604.00	4/2/2011	315
4/3/2011	\$1,751.80	4/3/2011	213
4/4/2011	\$1,943.75	4/4/2011	243
4/5/2011	\$1,856.55	4/5/2011	209
4/6/2011	\$2,175.75	4/6/2011	222
4/7/2011	\$2,179.85	4/7/2011	270
4/8/2011	\$2,231.45	4/8/2011	272
4/9/2011	\$1,977.05	4/9/2011	247
4/10/2011	\$1,592.50	4/10/2011	200
4/11/2011	\$1,460.55	4/11/2011	167
4/12/2011	\$1,449.75	4/12/2011	174
4/13/2011	\$1,383.55	4/13/2011	168
4/14/2011	\$1,769.10	4/14/2011	201
4/15/2011	\$1,749.40	4/15/2011	221
4/16/2011	\$2,184.25	4/16/2011	261
4/17/2011	\$1,670.10	4/17/2011	188
4/18/2011	\$1,589.60	4/18/2011	197
4/19/2011	\$2,521.65	4/19/2011	281
4/20/2011	\$2,758.45	4/20/2011	306

Group amount and no of transact

4/21/2011	\$2,481.90	4/21/2011	283
4/22/2011	\$2,735.00	4/22/2011	336
4/23/2011	\$2,796.75	4/23/2011	310
4/24/2011	\$1,700.25	4/24/2011	186
4/25/2011	\$1,365.50	4/25/2011	165
4/26/2011	\$1,819.15	4/26/2011	225
4/27/2011	\$2,155.90	4/27/2011	252
4/28/2011	\$1,890.35	4/28/2011	229
4/29/2011	\$1,884.90	4/29/2011	230
4/30/2011	\$2,312.80	4/30/2011	265
5/1/2011	\$1,700.70	5/1/2011	221
5/2/2011	\$1,177.55	5/2/2011	148
5/3/2011	\$1,232.05	5/3/2011	149
5/4/2011	\$1,341.75	5/4/2011	156
5/5/2011	\$1,344.10	5/5/2011	165
5/6/2011	\$1,317.75	5/6/2011	161
5/7/2011	\$2,156.85	5/7/2011	263
5/8/2011	\$1,108.40	5/8/2011	167
5/9/2011	\$1,338.80	5/9/2011	139
5/10/2011	\$1,369.65	5/10/2011	164
5/11/2011	\$1,410.85	5/11/2011	176
5/12/2011	\$1,437.70	5/12/2011	243
5/13/2011	\$1,994.05	5/13/2011	262
5/14/2011	\$2,404.30	5/14/2011	206
5/15/2011	\$1,708.45	5/15/2011	137
5/16/2011	\$1,142.25	5/16/2011	143
5/17/2011	\$1,260.30	5/17/2011	162
5/18/2011	\$1,271.90	5/18/2011	188
5/19/2011	\$1,531.95	5/19/2011	234
5/20/2011	\$2,090.85	5/20/2011	264
5/21/2011	\$2,215.50	5/21/2011	169
5/22/2011	\$1,525.25	5/22/2011	167
5/23/2011	\$1,425.20	5/23/2011	158
5/24/2011	\$1,437.35	5/24/2011	147
5/25/2011	\$1,247.80	5/25/2011	167
5/26/2011	\$1,478.90	5/26/2011	220
5/27/2011	\$1,968.40	5/27/2011	

			Group amount and no of transect
5/28/2011	\$2,923.80	5/28/2011	297
5/29/2011	\$3,198.55	5/29/2011	307
5/30/2011	\$1,807.40	5/30/2011	210
5/31/2011	\$1,203.50	5/31/2011	132
6/1/2011	\$1,530.85	6/1/2011	168
6/2/2011	\$1,527.20	6/2/2011	171
6/3/2011	\$1,853.85	6/3/2011	243
6/4/2011	\$1,864.00	6/4/2011	208
6/5/2011	\$1,156.70	6/5/2011	147
6/6/2011	\$1,230.25	6/6/2011	125
6/7/2011	\$1,327.60	6/7/2011	154
6/8/2011	\$1,250.65	6/8/2011	148
6/9/2011	\$1,285.10	6/9/2011	150
6/10/2011	\$1,568.95	6/10/2011	204
6/11/2011	\$2,034.50	6/11/2011	241
6/12/2011	\$1,470.20	6/12/2011	156
6/13/2011	\$1,421.95	6/13/2011	172
6/14/2011	\$1,634.00	6/14/2011	176
6/15/2011	\$1,650.05	6/15/2011	198
6/16/2011	\$1,802.45	6/16/2011	208
6/17/2011	\$1,874.55	6/17/2011	228
6/18/2011	\$2,035.55	6/18/2011	250
6/19/2011	\$1,603.10	6/19/2011	195
6/20/2011	\$1,476.15	6/20/2011	165
6/21/2011	\$1,545.15	6/21/2011	168
6/22/2011	\$1,569.80	6/22/2011	175
6/23/2011	\$2,109.40	6/23/2011	207
6/24/2011	\$1,878.75	6/24/2011	222
6/25/2011	\$1,985.10	6/25/2011	232
6/26/2011	\$1,676.80	6/26/2011	179
6/27/2011	\$1,434.15	6/27/2011	174
6/28/2011	\$1,651.85	6/28/2011	185
6/29/2011	\$1,284.00	6/29/2011	152
6/30/2011	\$1,397.00	6/30/2011	163
7/1/2011	\$1,916.80	7/1/2011	222
Grand Total	\$495,506.85	Grand Total	59456

Exhibit E
Site Massing Diagram



CRITICAL DATA:
 REPAIRS AND MAINTENANCE AND
 CLEANING AREAS COLLECTED FOR DISPOSAL 50,000 SF
 WALKWAY, OFFICES, RESTROOMS,
 ROOF, ELEVATOR, HANGERS,
 ROOF CEIL., HANGERS AND
 CONTRACTIVE CONSTRUCTION DELETED 700 SF
 HOUSE KEEPING, LAUNDRY,
 STORAGE AND HANGERS
 CONTAINER NOT TO EXCEED
 TOTAL ENCLOSED AREA 63,950 SF

CATERPILLAR SITE WRECKING DIVISION
 3/21/21

Attachment F
Hotel Facility Sizes

Conceptual Site Plan Data
Total Enclosed AC Area 63,950 SF

Reception Offices	Not To Exceed	3500 SF
Maintenance Housekeeping Laundry	Not To Exceed	1750 SF
Tiki Kitchen Service Areas	Not To Exceed	1500 SF
Food & Beverage Meeting Area Dining Area Kitchen Room Service	Not To Exceed	2000 SF
Rooms Hallways Common Areas	Balance of Area	

Settlement Agreement Approved December 8, 2011
 Attachment F Hotel Facility Sizes

Conceptual Site Plan Data
 Total Enclosed AC Area 63,950 SF

		Approved	Proposed
Reception Offices	Not To Exceed	3500 SF	3500 SF
Maintenance Housekeeping Laundry	Not To Exceed	1750 SF	1750 SF
Tiki Kitchen Service Areas	Not To Exceed	1500 SF	1500 SF
Food & Beverage Meeting Area Dining Area Kitchen Room Service	Not To Exceed	2000 SF	2000 SF
Rooms Hallways Common Areas	Balance of Area		54,401
Total Enclosed AC Area		63,950	63,151