

DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION

City of Key West Planning Department
3140 Flagler Avenue, Key West, FL 33040
(305) 809-3720



RECEIVED

APR 04 2015

CITY OF KEY WEST PLANNING DEPT.

RECEIVED MAR 16 2016 REVISED

Development Plan & Conditional Use Application

Applications will not be accepted unless complete

Development Plan

Major X

Minor

Conditional Use

Historic District

Yes X

No

Please print or type:

- 1) Site Address MALLORY SQUARE KEY WEST, FL 33040
2) Name of Applicant Trepanier & Associates, Inc. on behalf of Tropical Soup Corporation
3) Applicant is: Owner Authorized Representative X (attached Authorization and Verification Forms must be completed)
4) Address of Applicant 1421 FIRST ST. KEY WEST, FL 33040
5) Applicant's Phone # 305-293-8983 Email
6) Email Address: OWEN@OWENTREPANIER.COM
7) Name of Owner, if different than above CITY OF KEY WEST
8) Address of Owner PO BOX 1409 KEY WEST, FL 33040
9) Owner Phone # Email
10) Zoning District of Parcel HPS RE# various (see footnote)
11) Is Subject Property located within the Historic District? Yes X No
If Yes: Date of approval 9/28/10 HARC approval # H10-01-355
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).
Restructuring of existing non-conforming restaurant to comply fully with ADA and FEMA requirements and add ADA access to the Heritage House. Will result in an increase in landscaping, reduction in impervious surface, increased storm water retention, and an increase in open space.

1 Mallory Square is made up of Lots 2, 3, 4 & 5 of Square 3. This property has been assigned various RE numbers related to taxing of the various leaseholds. The RE numbers are as follows (RE's associated either in whole or in part with the leasehold subject to this application are italicized). RE Nos. 00000170-000000, 00072082-001100, 00072082-001200, 00072082-001300, 00072082-001400, 00072082-001700, 00072082-001900, 00072082-003500 & 00072082-003700

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

If Yes: Date of approval 2/9/2012: Resolution # 2011-025
Attach resolution(s). date of 3rd District decision

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

Yes No _____

If Yes, describe and attach relevant documents.

Mallory Square has many easements, leases, etc. However, the subject parcels appear unencumbered by easements.

- 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.

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.

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

I. Existing Conditions.

- A) Recent Survey of the site by a licensed Surveyor showing all dimensions including distances from property lines, and including:
 - 1) Size of site; 154,988 sq.ft (3.55 acres)
 - 2) Buildings, structures, and parking; Please see attached survey
 - 3) FEMA Flood Zone; AE9 & AE10
 - 4) Topography; Please see attached survey
 - 5) Easements; and See 14), above
 - 6) Location of Utility Lines (sewer, water, electric, cable) adjacent and extending into the site. See Survey
- B) Existing size, type and location of trees, hedges, and other features. See Survey
- C) Existing stormwater retention areas and drainage flows. See Survey
- D) A sketch showing adjacent land uses, buildings, and driveways. See Site plan

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

- A) Site Plan to scale of with north arrow and dimensions by a licensed architect or engineer.
 - 1) Buildings See attached Site Plan
 - 2) Setbacks See attached Site Plan
 - 3) Parking: Existing as provided by City
 - a. Number, location and size of automobile and bicycle spaces Existing as provided by City
 - b. Handicapped spaces Existing as provided by City
 - c. Curbs or wheel stops around landscaping See attached Landscape Plan
 - d. Type of pavement To match existing, please see plans
 - 4) Driveway dimensions and material None proposed
 - 5) Location of Utility Lines (sewer, water, electric, cable) adjacent and extending into the site. See Site Plan
 - 6) Location of garbage and recycling See Site Plan & Analysis
 - 7) Signs Will comply with City sign ordinance and be HARC approved
 - 8) Lighting See attached Site Plan
 - 8) Project Statistics:
 - a. Zoning HPS- 'Historic Public Service'
 - b. Size of site 154,988 sq.ft (3.55 acres)
 - c. Number of units (or units and Licenses) N/A
 - d. If non-residential, floor area & proposed floor area ratio See Site Plan & Analysis
 - e. Consumption area of restaurants & bars See Site Plan & Analysis
 - f. Open space area and open space ratio See Site Plan & Analysis
 - g. Impermeable surface area and impermeable surface ratio See Site Plan & Analysis
 - h. Number of automobile and bicycle spaces required and proposed See Site Plan & Analysis
- B) Building Elevations See attached Architectural drawings
 - 1) Drawings of all building from every direction. If the project is in the Historic District please submit HARC approved site plans.
 - 2) Height of building.
 - 3) Finished floor elevations and bottom of first horizontal structure
 - 4) Height of existing and proposed grades
- C) Drainage Plan: Existing & Proposed retention areas and calculations approved by the City Engineer. See one of the attached commercial and residential use Stormwater Retention Forms. See Civil drawings
- D) Landscape Plan: Size, type, location and number of plants to be removed, kept, and installed. The plan must be approved by the City Landscape Coordinator through a letter of approval. If the project is a Major Development Plan a landscape design prepared by a licensed Landscape Architect is required per Section 108-511(b) of the Land Development Regulations. See attached Landscape drawings

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

Development Plan Submission Materials

Sec. 108-226. Scope.

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

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

Sec. 108-227. Title block.

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

- (1) Name of development. Tropical Soup
- (2) Name of owner/developer. City of Key West
- (3) Scale. Depicted on plans
- (4) North arrow. Depicted on plans
- (5) Preparation and revision date. Depicted on plans
- (6) Location/street address of development. Depicted on plans

Sec. 108-228. Identification of key persons.

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

- (1) Owner. City of Key West
- (2) Owner's authorized agent. Trepanier & Associates, Inc. on behalf of Tropical Soup
- (3) Engineer and architect. Perez Engineering Peter Pike, Architect, P.A. Corporation
- (4) Surveyor. Island Surveying, Inc.
- (5) Landscape architect and/or environmental consultant. Keith Oropeza & Peter Pike, Arch.
- (6) Others involved in the application. Trepanier & Associates, Inc.
- (7) A verified statement showing each and every individual person having a legal and/or equitable ownership interest in the subject property, except publicly held corporations whose stock is traded on a nationally recognized stock exchange, in which case the names and addresses of the corporation and principal executive officers together with any majority stockholders will be sufficient.

Sec. 108-229. Project description.

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

- (1) Zoning (include any special districts). HPS
- (2) Project site size (acreage and/or square footage). 154,988 sq.ft (3.55 acres)
- (3) Legal description. Please see attached.
- (4) Building size. Depicted on plans
- (5) Floor area ratio, permitted and proposed. Depicted on plans & Analysis
- (6) Lot coverage, permitted and proposed. Depicted on plans & Analysis
- (7) Impervious surface. Depicted on plans & Analysis
- (8) Pervious surface. Depicted on plans & Analysis
- (9) Landscape areas. Depicted on plans & Analysis

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- (10) Parking spaces, permitted and proposed. No change
- (11) Delineation of location of existing and proposed structures. Depicted on plans
- (12) Existing and proposed development type denoted by land use including density/intensity. No change
- (13) Setbacks. Depicted on plans

Sec. 108-230. Other project information.

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

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

Sec. 108-231. Residential developments.

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

Sec. 108-232. Intergovernmental coordination.

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

- (1) Provide proof of coordination with applicable local, regional, state and federal agencies, including but not limited to the following agencies that will be involved in the project:
 - a. South Florida Regional Planning Council (SFRPC).
 - b. City electric system (CES).
 - c. State department of environmental protection (DEP).
 - d. Army Corps of Engineers (ACOE).
 - e. South Florida Water Management District (SFWMD).
 - f. State department of transportation (DOT).
 - g. State department of community affairs (DCA).
 - h. Florida Keys Aqueduct Authority (FKAA).
 - i. State fish and wildlife conservation commission (F&GC).
 - j. The county.
- (2) Provide evidence that any necessary permit, lease or other permission from applicable local, regional, state and federal agencies has been obtained for any activity that will impact wetland communities or submerged land. N/A
- (3) When intergovernmental coordination efforts are incomplete, the applicant shall provide evidence of good faith efforts towards resolving intergovernmental coordination issues.



Project Analysis

Mallory Square Major Development Plan

Summary:

The proposed development includes areas which have been defined based on leasehold areas¹ within the larger context of Mallory Square. Mallory Square has evolved from a historic industrial waterfront into an important port and public plaza which includes a number of historic and non-historic commercial and culturally-oriented buildings, monuments, memorials, sculpture gardens, deep water ship berth, and multiuse open space.

The evenings are characterized by the vibrant sunset celebrations, consisting of performers and commercial vendors; this nightly event occupies the waterfront portion of the community park and attracts hundreds of visitors.



The project proposes to rebuild an existing restaurant to comply fully with ADA and FEMA requirements and create ADA access to the historic Heritage House. A portion of an existing cable hut will be preserved and incorporated into the new restaurant seating area as feasible. Completion of the project will result in improvements to existing active outdoor recreation, increases in landscaping, reductions in impervious surface, improved water front utilization, improved storm water management and open space provisions.

The project is on publicly owned land (Mallory Square). The structure will comply with FEMA elevation requirements for the AE-10 flood zone. This project is being built with private funds but will become the property of the City of Key West.

Commiserate variances are being requested for the Coastal Construction Control Line requirements per Section 122-1148(2), south side yard setback requirements per Section 122-960(6)b and non-habitable height requirements per Section 122-960(3).

¹ Approximately 9,404 square feet of land area (MCPA Records)

Analysis:

The following is a complete analysis of the proposed project including development plan review and approval criteria.

Existing development is depicted in attached surveys and plans, including:

- Size of site
- Buildings
- Structures
- Parking
- FEMA flood zones
- Topography
- Easements
- Utility locations
- Existing vegetation
- Existing stormwater
- Adjacent land uses
- Adjacent buildings
- Adjacent driveways

Proposed development is depicted in attached plans prepared by licensed engineers and architects, including:

- Buildings
- Setbacks
- Parking:
- Driveway dimensions and material
- Utility locations
- Garbage and recycling
- Signs
- Lighting
- Project Statistics
- Building Elevations
- Height of buildings
- Finished floor elevations
- Height of existing and proposed grades
- Drainage plan
- Landscape Plan

Title block (Sec. 108-227)

Name of development: Tropical Soup
Owner/developer: City of Key West/ Tropical Soup Corp.
Scale: "To-scale" Architectural and Engineering plans provided
Preparation and revision dates: As noted on plans
Location: Mallory Square

Key persons and entities involved in this project are as follows:

Owner: City of Key West
Authorized Agent: Trepanier & Associates, Inc.
Architect: Peter Pike
Surveyor: Frederick H. Hildebrandt, Inc
Landscape Architect: Keith Oropeza
Legal and Equitable Owners: City of Key West

Solutions Statement:

The proposed development is consistent with the LDRS and the Comprehensive Plan and is not anticipated to cause conflict in relation to existing facilities.

Mallory Square is a very large parcel; the proposed redevelopment is located on a small portion, hereinafter referred to as the "leasehold". The leasehold currently contains a restaurant built around and including a non-contributing structurally compromised² cistern. The applicant is seeking to convert the structure into a new FEMA-compliant restaurant with future outdoor café-style seating. The cistern will be incorporated into the new design if permitted to remain. The new proposed structure will comply with the 10' Base Flood Elevation in the AE flood zone. A "Dark Sky" lighting scheme will be employed along with energy efficient lighting and water saving features. A recycling program will be implemented and reusable plates, cups, and dining

² According to the 8/3/10 report by Seatech, Inc. (See 'Additional Information')

ware will be used. The project will comply with F.S. 255.2575(2)³ as confirmed through an accepted 3rd party environmental standard. The project will result in a decrease in impervious surface, an increase in landscaping, open space and improved storm water management.

The subject property lies within the Historic Commercial Pedestrian Area. No additional consumption area is proposed for immediate use and therefore no additional parking is required. However, we are seeking approval of a larger number of seats. The restaurant use at Mallory is an existing nonconforming use. An expansion of a nonconforming use is not encouraged by the LDRs, however, we seek the City's review and conditional approval of future expanded consumption area at such time that the code may permit expansion.

The property has an existing restaurant with approximately 2,344 sq. ft. of consumption area. The existing consumption area permits 156 seats. The redeveloped restaurant seeks a future operation of 240 seats. However, under a literal interpretation of the existing LDRs only 156 seats may be permitted at this time. Therefore we seek approval of a proposed 240 seats, with the condition that no more than 156 may be used until such time that an expansion to the full 240 may be permitted under the code.

The future consumption area (~1,260 sq.ft.) will require 28 parking spaces (1 space / 45 sq. ft.). There is sufficient existing undedicated parking capacity located on the property Mallory Square to accommodate the proposed expansion. Mallory Square accommodates an approximately 100-space parking lot, of which, only 1 space which is currently dedicated for a specific use⁴.

Site Data Table:

Site Data	Permitted/ Required	Existing ⁵	Proposed	Compliance
Site Size	Not applicable	154,988 sf	No Change	<i>Complies</i>
Zoning	HPS	HPS	No Change	<i>Complies</i>
F.A.R.	1.0	0.25 (38,795 sq.ft.)	0.28 (43,910 sq.ft.)	<i>Complies</i>
Max Height	25'	28'8"	23' ⁶	10'4"
Building Coverage	40% (61,995 sq.ft.)	21% = 33,162 sq.ft.	25% = 38,277 sq.ft.	<i>Complies</i>
Impervious Area	50% (77,494 sq.ft.)	90.85% = 140,815 sq.ft.	90.83% = 140,780 sq.ft.	<i>Complies</i> ⁷
Landscape Area	20% min. (30,997sq.ft.)	9.14%= 14,173 sq.ft.	9.14%= 14,208 sq.ft.	<i>Complies</i> ⁸
Open Space	20% min (30,997sq.ft.)	9.14%= 14,173 sq.ft.	9.14%= 14,208 sq.ft.	<i>Complies</i> ⁹
Consumption Area	Grandfathered Nonconformity	2,344 sq.ft. ¹⁰	2,344 sq.ft. (156 seats)	<i>Complies</i>
Setbacks:				
CCCL	30'	11'11"	7'10"	3'1"
Front	20'	26'14"	25'6'3"	<i>Complies</i>
South Side	15 feet	14'	7'8"	6'4"

³ 'All ... municipal ... buildings shall be constructed to comply with a sustainable building rating system or a national model green building code. This section applies to ... municipal ... buildings the architectural plans of which are commenced after July 1, 2008'.

⁴ Space leased to Key West Art Center (John Wilkins via email correspondence)

⁵ Assuming no change since City staff report dated 1/20/2011

⁶ Roof appurtenance height 39' (non-habitable decorative tower)

⁷ PB Variance Resolution 2011-025

⁸ PB Variance Resolution 2011-025

⁹ PB Variance Resolution 2011-025

¹⁰ Based on building department records

North Side	15 feet	420'4"	388'4"	Complies
Rear	20'	44'1"	24'4"	Complies
Parking ¹¹	N/A	~100	~100	Complies ¹²

Other Project Information (Sec. 108-230):

- The target date for commencement shall follow entitlement approvals as quickly as possible.
- Construction is targeted to begin within 6 months of this development approval and expected to be complete within 14 months of commencement.
- The proposed buildings will comply with all flood and FEMA-related requirements.

Intergovernmental Coordination (Sec. 108-232):

Required intergovernmental coordination shall be handled within the DRC process.

Schedule and Process:

The applicant has worked continuously in good faith for successful development of the intended use, generally evidenced as follows:

Restaurant at Mallory Square	
Dates and Actions Pursuing Restaurant Redevelopment	
Date	Action
01/24/10	City of Key West ("City") issues RFP for Cable Hut and Hospitality House
05/18/10	City awards RFP to Tropical Soup Corporation ("Tropical Soup") pursuant to Res. No. 10-167.
10/04/10	Tropical Soup makes application to the City for Major Conditional Use approval.
01/20/11	City's Planning Board finds the use is not abandoned and recommends approval of the Major Development Plan to the City Commission pursuant to Res. No. 2011-002.
06/20/11	Appeal of the Planning Board Decision filed by Tannex Corporation .
08/02/11	Further approval action postponed by the City pending appeal outcome.
02/09/12	Appeal is denied by the 3 rd District Court of Appeals.
02/20/13	City Commission denies Major Development Plan application based on mass and scale.
04/10/13	City of Key West and Tropical Soup Corporation begin meeting to identify objectionable issues related to the first design proposal.
08/30/13	Tropical Soup begins redesign of the project pursuant to comments of the City Commission and meetings with City staff.
06/04/14	Tropical Soup and City, jointly, apply to for a FEMA flood map revision to analyze the flood zone. The goal being to change the flood zone to allow the structure to be built on the ground thereby reducing the mass and scale.
10/15/14	FEMA issues a Letter of Map Revision converting the property from a "V"-zone to an "A"-zone, thereby permitting a proposed structure to be built on ground level. Effective date of LOMR: 2/26/15.
3/2/2015	Tropical Soup submits revisions to the City based on reduced mass and scale.
04/01/15	Tropical Soup makes application to the City for Major Development Plan approval based on reduced mass and scale.
4/23/2015	City Development Review Committee provides staff review & technical comments.
6/9/2015	City Tree Commission provides conceptual approval of the project.

¹¹ The entire project is located within the Historic Commercial Pedestrian-Oriented Area. No new consumption area related to the restaurant is proposed to be used until such time as expansion is permitted; further, the square footage and proposed use of the historic Hospitality House is expected to remain consistent with recent uses. Remaining development consists of improvement to public spaces; therefore, no additional parking is required for the project. The existing and proposed restaurant are only accessible by pedestrians, bicyclists and other ambulatory-assistive vehicles.

¹² Pursuant to Sec. 108-573(c)

The following development approval schedule and process is anticipated as follows:

	Steps	Date
1	Submit Variance application & development plan revisions for Planning Board	3/21/2016
2	Planning Board Meeting	6/16/2016
3	Historical Architecture Review Committee (HARC)	6/28/2016
4	Art in Public Places	7/11/2016
5	Tree Commission (final approval)	7/12/2016
6	City Commission Meeting	9/6/2016
7	City Commission Appeal Period	10/6/2016
8	Florida Department of Economic Opportunity Appeal Period (45 days)	11/21/16

Appearance, design, and compatibility (Section 108-234):

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

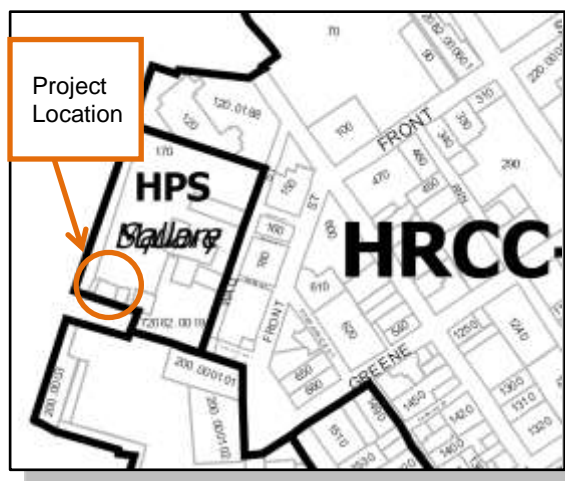
- Chapter 102 – This property is located within the Historic District and will go through all appropriate HARC approvals as necessary.
- Articles III, IV and V of Chapter 108 – As demonstrated by the site plan, trip generation analysis, and the site data calculations, the project complies with the requirements of the Articles.
- Chapter 110 – As demonstrated in this application, the proposed development complies with the resource protection requirements of Chapter 110.

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

(a) *Compliance.* This development plan complies with the requirements set forth in the Key West City Code as they pertain to Concurrency Management, Outdoor Displays and Nuisances, Resource Protection, Signs, and Articles I and III to IX of Chapter 108 of the Key West City Code.

(b) *Vicinity Map.*

(c) *Land Use Compatibility.* The project site is located in the Historic Public and Semipublic Services District (HPS) zoning district. The historic public and semipublic services district (HPS) is established to implement comprehensive plan policies for areas designated "HPS" on the future land use map. The HPS district shall accommodate existing public and semipublic services.



Surrounding Zoning and Uses:	
North:	HPS: community park, restaurant, theatre, tourist and retail shops
South:	C-OW: Open water leading to Key West Harbor
East:	HPS: community park, tourist and retail shops
West:	HPS: community park and open water leading to Key West Harbor

(d) *Historic and archeological resource protection.* The site is located within the Historic District. A portion of the existing cable hut will be preserved and incorporated into the new restaurant seating area as feasible. Any archeological resources will be protected as required.

(e) *Subdivision of Land.* No subdivisions are anticipated.

Location and screening of mechanical equipment, utility hardware and waste storage areas (Section 108-279):

All mechanical equipment will be located appropriately and screened per HARC approval and in compliance with Section 108-279.

Appearance of Site and Structures (Sec. 108-236):

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

Site Plan (Sec. 108-237):

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

Architectural Drawings (Sec. 108-238):

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

Site Amenities (Sec 108-239):

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

Site Survey (Sec 108-240):

Survey of the site is attached.

Soil Survey (Sec 108-241):

Soil surveys are not anticipated as part of this project.

Environmentally Sensitive Areas (Sec. 108-242):

No environmentally sensitive areas exist on this site. This project is not located within an environmentally sensitive area; however, significant improvements will be made to the storm water management system in and around the leasehold which are anticipated to improve near shore water quality.

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

Some demolition of existing structures is proposed (see attached site plans) but no clearing is proposed as anticipated in Sec. 108-243. A landscape plan shall be approved consistent with code requirements.

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

The subject property lies within the Historic Commercial Pedestrian Area. Pursuant to Key West Code Sec. 108-73, "No additional off-street parking shall be required within the historic commercial pedestrian-oriented area if a commercial structure is the subject of a change from one type of commercial use to another type of commercial use, so long as no additional or expanded floor area is created."

Mallory Square is located within the heart of the Historic Commercial Pedestrian-Oriented Area. The existing and proposed restaurant is only accessible by pedestrians, bicyclists and other ambulatory-assistive vehicles. Mallory Square contains an approximately 100-space parking lot, of which only 1 space is dedicated for a specific commercial use.

- Number, location and size of automobile and bicycle spaces: Mallory Square has a 100-space parking lot operated by the City. Bicycle parking will be accommodated around the proposed leasehold area and incorporated in final landscape/ open space plans.
- Handicapped spaces: This proposal does not include automobile parking provisions in excess of that currently provided for Mallory Square. The Applicant assumes the City-run parking lot complies with ADA requirements for handicapped spaces.
- Curbs or wheel stops around landscaping: Landscape protections are provided as depicted in the attached landscape plan
- Type of pavement: Pavement to match existing materials located at Mallory Square, please see attached plans.

The proposed use of the historic Hospitality House is expected to remain consistent with recent uses. Remaining development consists of improvement to public spaces. No additional parking is required for the project; therefore, no on or off- site parking is proposed with this development approval.

Housing (Sec 108-245):

This project includes no residential development; therefore no impact on hurricane evacuation is anticipated.

Economic Resources (Sec 108-246):

Trepanier & Associates, Inc. has contacted the Monroe County Property Appraiser's office to seek assistance in estimating the average ad valorem tax yield from the proposed project.

Special Considerations (Sec 108-247):

In further accordance of Resolution 2011-002, the following are applicable:

1. Public access to plazas and public access ways along Mallory Dock and the bridge to the Westin Marina shall remain unimpeded for public safety purposes.
2. Port Security requirements as required by the Port Facility Security Officer shall be implemented, including requirements deriving from the United States Navy when military vessels are berthed at this location.

3. Hours of operation are limited to the hours of 11am until 11pm; except in the case that a special event permit is issued.

The proposal complies with the goals, objectives and policies of the comprehensive plan and as demonstrated by this and the concurrency analysis there are no conflicts with the existing public facilities, such as wastewater treatment and transportation. This project complies with all City land use plans, objectives and policies.

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

The proposed development is single-phase. Construction is proposed to progress steadily based on Key West LDRs, building codes, and funding. Construction is expected to commence as soon as possible.

Truman Waterfront Port Facilities (Sec 108-249):

This project is not located at the Truman Waterfront Port

SITE PLAN

Scope (Sec 108-276):

This site plan conforms to all applicable sections of land development regulations.

Site Location and Character of Use (Sec. 108-277):

As depicted, the site has sufficient size, adequate specifications, and infrastructure to accommodate the proposed use. The infrastructure and site plan improvements are designed to mitigate potential adverse impacts of the proposed use.

Appearance of Site and Structures (Sec. 108-278):

This application's development plan exhibits harmonious overall design characteristics in compliance with the performance standards stipulated in sections 108-278 through 108-288.

Location and screening of mechanical equipment, utility hardware and waste storage areas (Section 108-279):

All mechanical equipment and utility hardware will be appropriately screened. All waste storage areas will be screened from adjacent properties. Solid waste will be hauled to the existing dumpsters that service Mallory Square uses located in the onsite parking lot.

Front-end loaded refuse container requirements (Sec. 108-280):

Three waste and recycling storage areas will be used for solid waste disposal. Solid waste will be hauled to the existing dumpsters that service Mallory Square uses located in the onsite parking lot.

Roll-off Compactor Container location requirements (Sec. 108-281):

NA - No roll-off containers proposed as part of the operation of the restaurant.

Utility lines (Section 108-282):

Utility lines shall comply with the requirements of Sec. 108-282.

Commercial and manufacturing activities conducted in enclosed buildings (Section 108-283):

All commercial-retail activities will take place within an enclosed building. No outdoor storage or display is proposed.

Exterior Lighting (Section 108-284):

All proposed lighting shall be shielded and lighting sources shall be arranged to eliminate glare from roadways and streets and shall direct light away from properties lying outside the district. Shielding of lighting elements shall be accomplished by using directional fixtures or opaque shades. Lighting shall meet “dark-sky” standards¹³.

Signs (Section 108-285):

Proposed signage will be harmonious with the design theme of the project, will be aesthetically pleasing and reinforce good principles and practices of design. All signs will receive necessary HARC review and approval.

Pedestrian sidewalks (Section 108-286):

No new sidewalks are proposed other than pathways depicted on the plans.

Loading docks (Section 108-287):

No loading docks are being proposed as part of the Major Development Plan.

Storage Areas (Section 108-288):

No outdoor storage areas are proposed.

Land Clearing, Excavation, and Fill (Sec 108-289):

Any clearing will be in compliance to Sec. 108-289. Existing structures will be demolished per plans and all debris cleared from site. Site will be graded and storm water improvements made in preparation for new construction.

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

The project proposes modest improvements to the site as depicted in the plans; however, full compliance with the landscape and buffer requirements of Sec. 108 is not possible. The applicant was granted variances for impervious surface ratio requirements in the HPS zoning district, open space requirements per Section 108-346(b), and Coastal Construction Control Line requirements via Planning Board Resolution 2011-025. This variance approval was appealed but ultimately upheld in favor of the applicant by the 3rd District Court of Appeals¹⁴.

Off-street parking and loading (Article VII):

No improvements to the existing parking area are proposed. No loading docks are being proposed as part of the Major Development Plan.

Storm water and Surface Water Management (Article VIII):

The attached drainage plan by Perez Eng. demonstrates compliance with the intent of Art.

¹³ in accordance with Resolution 2011-002

¹⁴ Case No: 2011-CA-807-K

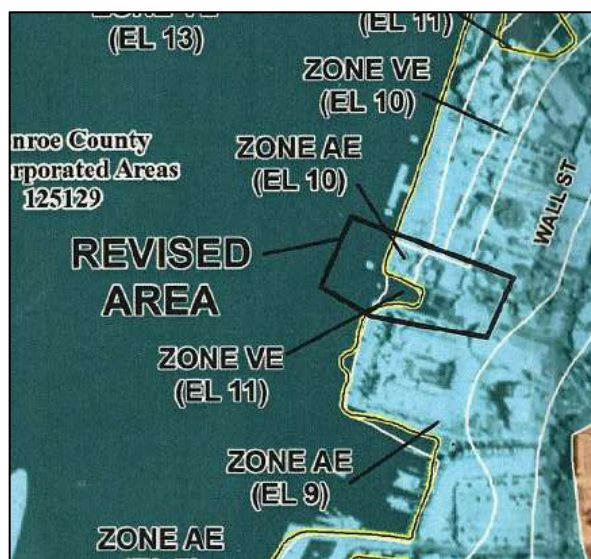
VIII. Stormwater plans shall be approved by the General Services Department prior to building permit issuance¹⁵.

Flood Hazard Areas- Floodplain Management Ordinance (Section 34-122 through 34-149):

The proposed project is located in the AE10 flood zone¹⁶ and will comply with all FEMA guidelines.

Utilities (Article IX):

See Concurrency Analysis below.



CONCURRENCY ANALYSIS:

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

Section 108-233 of the LDRs requires concurrency analysis for Development Plans in accordance with Chapter 94 of the LDRs; however, in accordance with Florida Statute 163.3194, the 2013 Comprehensive Plan has legal authority over any inconsistent section(s) of the existing LDR's. Chapter 94, Article II of the LDRs is case in point. Therefore, the City's 2013 Comprehensive Plan directs the City to ensure that facilities and services needed to support development are available concurrent with the impacts of new development. The following concurrency analysis addresses the minimum acceptable Level of Service standards to be utilized in planning for capital improvement needs¹⁷

Comprehensive Plan Policy 4-1.1.3: Compliance with Level of Service Standards. As a condition of the issuance of development orders and permits, all public improvements including new facilities or replacements, expansions, or other alterations to public facilities shall be compatible with the adopted level of service standards for the facilities. Issuance of development orders or permits shall be conditioned upon demonstrated compliance with applicable federal, state, and local permit requirements for potable water, wastewater, drainage, and solid waste facilities.

The following public facilities are subject to concurrency with measurable Levels of Service (LOS):

1. Potable Water (Chapter 4)

¹⁵ in accordance with Resolution 2011-002
¹⁶ Letter of Map Revision (LOMR) 2/26/2015
¹⁷ Policy 4-1.1.2 – Level of Service Standards

2. Sanitary Sewage/ Wastewater (Chapter 4)
3. Solid Waste (Chapter 4)
4. Stormwater/ Water Quality (Chapter 4)
5. Roads/Trip Generation (Chapter 2)

The following analysis reflects the proposed redevelopment within a leasehold portion of Mallory Square. The entire site has an approximate lot size of 154,988 sq. ft. The leasehold area is approximately 9,404 square feet, representing approximately 6% of Mallory Square proper.

1. Comprehensive Plan Policy 4-1.1.2.C – Potable Water

Summary Response: The Potable Water Level of Service is not expected to be affected as part of the immediate proposal; the potential increase in consumption area models an approximate potential increase of 840 gallons/ day in potable water demand. Nevertheless, it is not expected that the current proposal will result in excess capacity on this public facility.

Designation	Commercial		Total
	LOS	Capacity ¹⁸	
Existing	100 gal/capita/day	100 gal x 156 seats = 1,560 gal/day	1,560 gal/day
Proposed	100 gal/capita/day	100 gal x 156 seats = 1,560 gal/day	1,560 gal/day
Future Proposed	100 gal/capita/day	100 gal x 240 seats = 2,400 gal/day	2,400 gal/day

The Florida Keys Aqueduct Authority (FKAA) has the capacity to supply adequate service to the subject properties. The FKAA has the capacity to provide 23 million gallons per day to Monroe County as a result of: the South Florida Water Management District’s issuance of Water Use Permit #13-0005¹⁹, which allocates 17 million gallons per day in the dry season; 17.79 million gallons per day which can be withdrawn from the Biscayne Aquifer; and six million gallons per day provided by a reverse osmosis treatment plant in Florida City. As documented above, the City is meeting its Level of Service Standard for Potable Water. The City projects a slight permanent population decrease, and only a slight increase in its functional population and non-residential development during short and long range planning periods, so the current capacity should remain adequate. Ongoing capital improvements will be necessary to maintain and improve standards and service delivery²⁰.

2. Comprehensive Plan Policy 4-1.1.2.A- Sanitary Sewage

Summary Response: The Sanitary Sewage Level of Service is not expected to be affected as part of the immediate proposal; any potential increase in consumption area may result in a *de minimus* increase of 20 gallons per day in sanitary sewer demand. Nevertheless, it is not expected that the current proposal will result in excess capacity on this public facility.

¹⁸ For the purposes of LOS, “capita” was calculated as consumption area (#seats) in accordance with Resolution 2011-002. (1 seat per 15 sq.ft.)

¹⁹ Exhibit A

²⁰ City of Key West Comprehensive Plan Data and Analysis, Pg A-17

Designation	Commercial		Total
	LOS	Capacity ²¹	
Existing	660 gal/acre/day	660gal x 0.22 acres = 33 gal/day	142 gal/day
Proposed	660 gal/acre/day	660gal x 0.22 acres = 33 gal/day	142 gal/day
Future Proposed	660 gal/acre/day	660gal x 0.22 acres = 33 gal/day	142 gal/day

The City contracts out the operation of the Richard A. Heyman Environmental Pollution Control Facility, its wastewater treatment plant (Plant), and the associated collection system to Operations Management International, Inc. (OMI). The plant currently has the capacity to treat 10 million gallons per day, exceeding the capacity required to achieve the existing Level of Service Standard by approximately seven million gallons per day. Actual daily flow is 4.5 million gallons per day. This is a reduction from eight (8) million gallons per day due to a 67 million dollars capital improvement to the City's wastewater treatment during the past short term planning period, including \$56 million for collection system rehabilitation. As documented above, the City is exceeding its Level of Service Standard for Wastewater. The City projects a slight permanent population decrease, and only a slight increase in its functional population and non-residential development, during the short and long range planning periods, so the current capacity should remain adequate. Ongoing capital improvements and continuing conservation efforts will continue to maintain and improve service delivery.²²

3. Comprehensive Plan Policy 4-1.1.2.D Solid Waste Disposal Level of Service

Total Waste Generation

Summary Response: The Solid Waste Level of Service is not expected to be affected as part of the immediate proposal; the potential increase in consumption area models an approximate potential increase of 535 pounds per day in solid waste generation. Nevertheless, it is not expected that the current proposal will result in excess capacity on this public facility.

Designation	Commercial		Total
	LOS	Capacity ²³	
Existing	6.37 lbs/capita/day	6.37 lbs x 156 seats = 993.72 lbs/day	994 lbs/day
Proposed	6.37 lbs/capita/day	6.37 lbs x 156 seats = 993.72 lbs/day	994 lbs/day
Future Proposed	6.37 lbs/capita/day	6.37 lbs x 240 seats = 1,528.8 lbs/day	1,529 lbs/day

Recyclable Waste Generation

Summary Response: The Recyclable Waste Level of Service is not expected to be affected as part of the immediate proposal; the potential increase in consumption area models a *de minimus* increase of 21 pounds per day in recyclable waste generation. Nevertheless, it is not expected that the current proposal will result in

²¹ For the purposes of LOS, "acres" was calculated as overall leasehold area in accordance with Resolution 2011-002.

²² City of Key West Comprehensive Plan Data and Analysis, Pg A-16

²³ For the purposes of LOS, "capita" was calculated as *consumption area (#seats)* in accordance with Resolution 2011-002.

excess capacity on this public facility; Waste Management has more than enough capacity to handle the proposed capacity

Designation	Commercial		Total
	LOS	Capacity ²⁴	
Existing	0.25 lbs/capita/day	0.25 lbs x 156 seats = 39 lbs/day	39 lbs/day
Proposed	0.25 lbs/capita/day	0.25 lbs x 156 seats = 39 lbs/day	39 lbs/day
Future Proposed	0.25 lbs/capita/day	0.25 lbs x 240 seats = 60 lbs/day	60 lbs/day

The City currently contracts with Waste Management of Florida, Inc. to collect, transfer and dispose of solid waste and residential recyclables. Commercial recyclables and other non-franchised collection services such as construction and demolition debris and yard waste are available on the open market to all licensed haulers. The City owns and operates a solid waste transfer station on Rockland Key that received 45,402.10 tons of solid waste for disposal and 3,607 tons of recyclables in 2009/10. Waste Management disposes of the solid waste collected in Monroe County, including the City of Key West, at its Central Sanitary Landfill in Broward County. In 2009 Waste Management Inc. reported a reserve capacity of 17 years at this facility. There is therefore an estimated reserve capacity of 15 years as of the date of this report. As documented above, the City is meeting its Level of Service Standard for solid waste. The City projects a slight permanent population decrease, and only a slight increase in its functional population and non-residential development, during the short and long range planning periods, and the current capacity should remain adequate. Ongoing capital improvements will be necessary to improve standards and service delivery.²⁵

4. Policy 4-1.1.2. E- Drainage (Stormwater)

Summary Response: A plan for accommodating storm water run-off is depicted on the attached storm water management plans by Allen Perez; it demonstrates that the proposed drainage improvements shall accommodate storm water run-off without adversely impacting natural systems or the City's adopted level of service for storm drainage and the site will meet or exceed these minimum requirements through best management practices.

The Drainage level of service standard below will be applicable to all types of development. Where two or more standards impact a specific development, the most restrictive standard shall apply:

1. Post development runoff shall not exceed the pre-development runoff rate for a 25-year storm event, up to and including an event with a 24 hour duration.
2. Stormwater treatment and disposal facilities shall be designed to meet the design and performance standards established in Chapter 62-25 Section 25.025, Florida Administrative Code, with treatment of the runoff from the first one inch of rainfall on-site to meet the water quality standards required by Chapter 62-302, Florida Administrative Code. Stormwater facilities which directly discharge into "Outstanding Florida Waters" (OFW) shall provide an

²⁴ For the purposes of LOS, "capita" was calculated as *consumption area (#seats)* in accordance with Resolution 2011-002.

²⁵ City of Key West Comprehensive Plan Data and Analysis, Pg A-17

additional treatment pursuant to Section 62-25.025 (9), Florida Administrative Code.

3. Stormwater facilities must be designed so as to not degrade the receiving water body below the minimum conditions necessary to assure the suitability of water for the designated use of its classification as established in Chapter 62-302 Florida Administrative Code.

5. Comprehensive Plan Policy 2-1.1.1 - Transportation

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

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

The project proposes development of additional bicycle parking and improved pedestrian- oriented facilities and amenities.

6. Recreation Level of Service

Policy 7-1.1.9- The minimum acceptable Level of Service standard for recreation and open space facilities in the City of Key West shall be: five acres of recreation and open space per 1,000 permanent residents.

The proposed change is not expected to have any adverse effect on availability of recreation services; in fact, the project is expected to have a positive impact on the City's recreational inventory through redevelopment within the Community Park at Mallory Square.

The following are other public services not measured by a Level of Service (LOS) but addressed in accordance with Section 108-233.

Policy 8-1.3.4: Coordinated Plans. The City shall coordinate the adopted Comprehensive Plan with the plans of the Monroe County School Board, Florida Keys Aqueduct Authority, and other units of local government providing services but not having regulatory authority over the use of land, and with the Comprehensive Plan of Monroe County, with the state comprehensive plan and with the South Florida Water Management District's regional water supply plan and Lower East Coast Water Supply Plan Update.

1. Fire Protection/ Emergency services

The proposed change is not expected to have an adverse effect on availability of emergency services and Fire Department review will be conducted as part of the building permit review process.

2. Reclaimed Water

The proposed change is not expected to have any adverse effect on reclaimed water services.

3. Similar necessary facilities and services-

The proposed change is not expected to have an adverse effect on other public facilities

Verification

**City of Key West
Planning Department**



Verification Form
(Where Authorized Representative is an entity)

I, James K Scholl, in my capacity as City Manager
(print name) *(print position; president, managing member)*
of City of Key West
(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:

Mallory Square

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.

JKScholl
Signature of Authorized Representative

Subscribed and sworn to (or affirmed) before me on this 1, May, 2015 by
Jim Scholl
Name of Authorized Representative
date

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

Maria G. Ratcliff
Notary's Signature and Seal

Maria G. Ratcliff
Name of Acknowledger typed, printed or stamped



March 22, 2019
Commission Number, if any

Authorization

**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, James K. Scholl as City Manager of the City of Key West, FL hereby authorize

Tropical Soup Corporation and their professional team:

- o Trepanier & Associates, Inc.
- o Pike Architects, Inc.
- o Little John Engineering Associates, Inc.
- o Perez Engineering, Inc.

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

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

Subscribed and sworn to (or affirmed) before me on this 1, May, 2015 Date

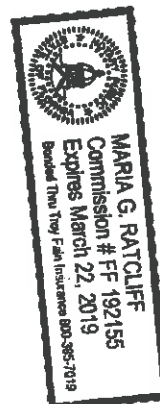
by Jim Scholl
Name of person with authority to execute documents on behalf on entity owner

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

Maria G. Ratcliff
Notary's Signature and Seal

Maria G. Ratcliff
Name of Acknowledger typed, printed or stamped

March 22, 2019
Commission Number, if any



Deed



THIS INDENTURE, Made this 30th day of August, A. D. 1952,
between GULF ATLANTIC TRANSPORTATION CO., a corporation existing
under the laws of the State of Florida, having its principal place of business
in the County of Duval and State of Florida, party of the first part, and The
City of Key West, Florida, a municipal corporation organized and existing
under the laws of the State of Florida, party of the second part,

WITNESSETH, That the said party of the first part, for and in
consideration of the sum of One Hundred Fifty Thousand Dollars, to it in
hand paid, the receipt whereof is hereby acknowledged, has granted,
bargained, sold, aliened, remised, released, conveyed and confirmed, and
by these presents doth grant, bargain, sell, alien, remise, release, convey
and confirm unto the said party of the second part, its successors and assigns
forever, all that certain parcel of land lying and being in the County of
Monroe and State of Florida, more particularly described, as follows:

On the Island of Key West, Florida, and known as part of
Lots 2, 3, 4, and 5 in Square 3, as shown on William A.
Whitehead's Map of said City, delineated in February, 1829,
being described by metes and bounds as follows:

Beginning at the Northerly corner of Wall and Whitehead
Streets, and running thence in a Northerly direction along
the Westerly side of Wall Street 464 feet to a point; thence
at right angles and in a Westerly direction 362.2 feet to the
waters of the harbor of said City; thence meander along the
waters of the harbor in a Southerly direction to the Northerly
side of Whitehead Street, if extended; thence along said
Northerly side of Whitehead Street, if extended, back to the
point of beginning.

TOGETHER with all the tenements, hereditaments and appurtenances,
with every privilege, right, title, interest and estate, reversion, remainder
and easement thereto belonging or in anywise appertaining.

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

And the said party of the first part doth covenant with the said
party of the second part that it is lawfully seized of the said premises that
they are free of all incumbrances, and that it has good right and lawful
authority to sell the same; and the said party of the first part does hereby

Attachment B
Page 11 of 12 Pages
SL No. 440769265

fully warrant the title to said land, and will defend the same against: the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its Assistant Secretary, the day and year above written.



Signed, Sealed and Delivered in Our Presence:

GULF ATLANTIC TRANSPORTATION CO.

J. D. Johnson
Adie E. Foster

By *H. G. Williams* (SEAL)
President

ATTEST:
By *Edna B. Wallace* (SEAL)
Assistant Secretary

STATE OF FLORIDA)
COUNTY OF DUVAL) ss.

State of Florida, County of Monroe
This instrument was filed for record the 3rd day of Sept.
1952 at 3:35 p.m. and duly recorded in Book
Book 0-0 on Page 275/275 File No. 29005
HAROLD E. ADAMS, Clerk Circuit Court

I HEREBY CERTIFY, That on this _____ day of August, A. D. 1952, before me personally appeared H. G. Williams and Edna B. Wallace, President and Assistant Secretary, respectively, of GULF ATLANTIC TRANSPORTATION CO., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing conveyance to The City of Key West, Florida, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Jacksonville, in the County of Duval and State of Florida, the day and year last aforesaid.

Lawrence R. Owen
Notary Public, State of Florida at Large.

Attachment B
Page 12 of 12 Pages
SL No. 440769265

Notary Public, State of Florida at Large,
My Commission expires May 10, 1954.
Dated by American Fide & Casualty Co.

MONROE COUNTY
OFFICIAL RECORDS

CONSENT TO LEASE I. ORDER TO ALLIGN VMS WK
RIPARIAN RIGHTS

Doc# 1483547
BKN 2888 Pgn 948

WHEREAS Ocean Key House Associates, a Pennsylvania Limited Partnership, owns riparian rights which include free and unobstructed view regarding the area designated as Parcel "B," on the attached survey, and

WHEREAS the City of Key West, a municipality, is desirous of leasing Parcel "B" from the Florida Board of Trustees of the Internal Improvement Trust Fund, and

WHEREAS Ocean Key House Associates acknowledges that periodically some cruise ships docked at the Mallory Square Cruise Ship Dock, (Parcel "A" as indicated on the attached survey) may encroach upon the riparian area of Parcel "B", and

WHEREAS Ocean Key House Associates recognizes the economic desirability of facilitating cruise ship operations by the lease of the submerged land from the Florida Board of Trustees of the Internal Improvement Trust Fund.

BE IT THEREFORE RESOLVED that Ocean Key House Associates waives any objections to and consents to the Florida Board of Trustees of the Internal Improvement Trust Fund leasing to the City of Key West, the area designated Parcel "B" as shown on the certified sealed survey performed by Joe M. Trice, dated March 19th, 1984. This consent is only for the purpose of allowing the cruise ships to overhang the navigable waters above the submerged lands defined as Parcel "B" and specifically, the submerged land lease is for the use of the adjacent Key West cruise ship dock. In no circumstances will this consent to lease be construed to allow any construction of any kind on the submerged land of Parcel "B".

BE IT FURTHER RESOLVED, that this consent to lease is for the full term of the submerged lands Lease by Florida's Trustees of the Internal Improvement Trust Fund to the City of Key West, including renewals of that lease.

IN WITNESS WHEREOF the said corporation has caused this document to be executed in its name and duly authorized this day of April, 1989.

Francis P. Rogers
Cynthia Lippner
Witnesses

[Signature]
BRIAN ALTMAN, General Partner
Ocean Key House Associates,
Partnership


STATE OF }
COUNTY OF } ss.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared BRIAN ALTMAN Ocean Key House Associates, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested.

WITNESS my hand and official seal in the County and state last aforesaid this 5 day of May, 1989.

Attachment A
Page 10 of 12 Pages
Co: SL No. 440769265

[Signature]
Notary Public
State of FLORIDA



This Instrument Prepared By:
Glen Teal
Recurring Revenue Section
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS RENEWAL

No. 440769265
PA No. : 44-0142062-002-ES

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Key West, Florida, hereinafter referred to as the Lessee, the sovereign lands described

as follows:

A parcel of sovereign submerged land in Section 31,
Township 67 South, Range 25 East, Section 06,
Township 68 South, Range 25 East, in Key West Harbor,
Monroe County, containing 115,663 square feet, more
or less, as is more particularly described and shown on
Attachment A, dated August 10, 2000.

TO HAVE THE USE OF the hereinabove described premises from August 8, 2004, the effective date of this modified lease, through August 8, 2009, the expiration date of this modified lease. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to construct and operate a port facility, recreational area, and one commercial dock, exclusively to be used for temporary mooring of commercial vessels for delivery of exhibits to the city aquarium used in conjunction with an upland city port, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the Department of Environmental Protection or local authority, whichever entity applies the more stringent criteria, and without liveaboards as defined in paragraph 24, as shown and conditioned in Attachment A, and the Department of Environmental Protection, consolidated Environmental Resources Permit No. 44-0142062-002-ES, dated November 20, 2000, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this Lease.

2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein. The Lessee shall not change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.), shall not change activities in any manner that may have an environmental impact that was not considered in the original authorization, or shall not change the type of use of the riparian uplands without first obtaining a regulatory permit/modified permit, if applicable, and the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

3. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

4. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain a leasehold or fee simple title interest in the riparian upland property and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's leasehold or fee simple title interest in the upland property, Lessee shall inform any potential buyer or transferee of the Lessee's upland property interest of the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

5. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

6. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

7. VENUE: Lessee waives venue as to any litigation arising from matters relating to this lease and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

8. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein, or fails or refuses to comply with the provisions and conditions herein set forth within 20 days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All costs and attorneys' fees incurred by the Lessor to enforce the provisions of this lease shall be paid by the Lessee. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Key West
City Manager: Julio Avel
P. O. Box 1409
Key West, FL 33040

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

9. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

10. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

11. MAINTENANCE OF FACILITY /RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

12. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

13. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision; nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

14. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

15. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the riparian upland property more specifically described in Attachment B, which shall run with the title to said riparian upland property, and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

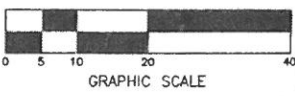
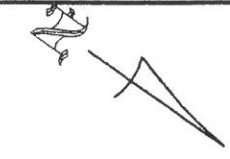
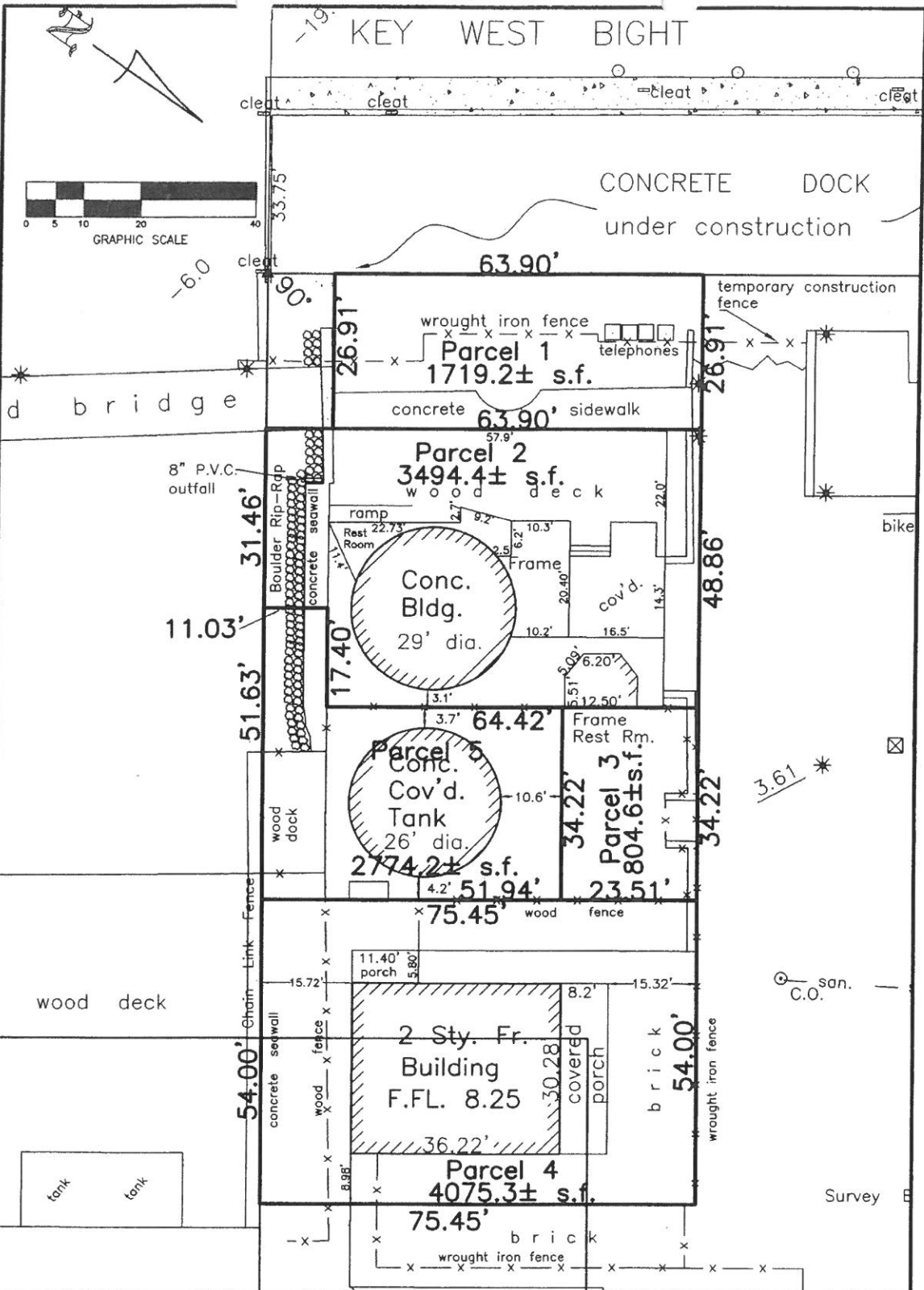
16. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 13 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

17. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the interest of the Lessee in its uplands enforceable in summary proceedings as provided by law.

18. RECORDATION OF LEASE: The Lessee, at its own expense, shall record this fully executed lease in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. Book and pages at which the lease is recorded.

19. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

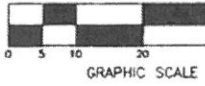
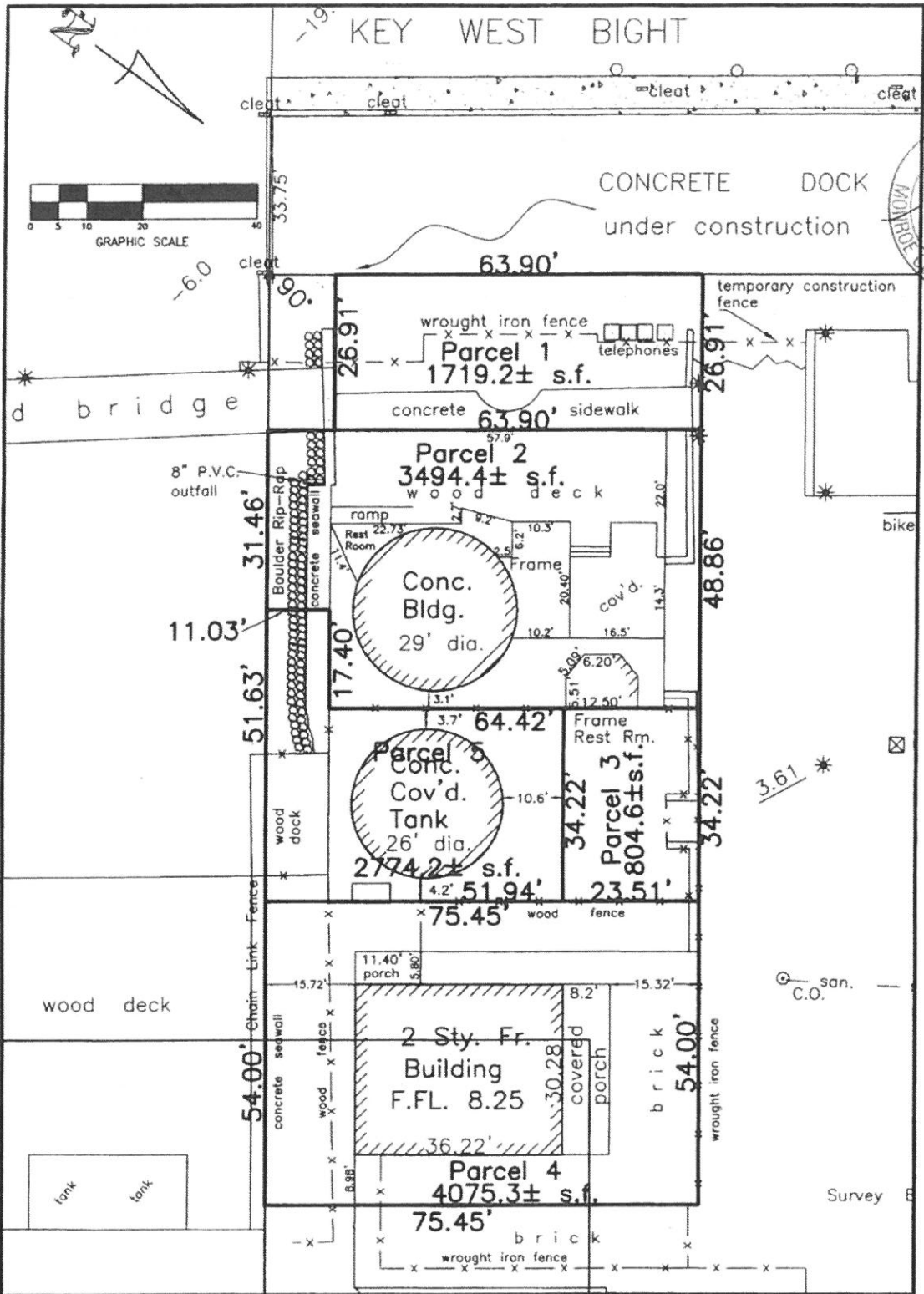
Survey



City of Key West Mallory Square			
Lease Areas		Dwn No.: 10-108	
Scale: 1"=20'	Ref. file	Flood panel No. 1516K	Dwn. By: F.H.H.
Date: 1/28/10		Flood Zone:	Flood Elev.
REVISIONS AND/OR ADDITIONS			
f:/datafred/dwg/cityofkeywest/lease2			

ISLAND SURVEYING INC.
ENGINEERS PLANNERS SURVEYORS

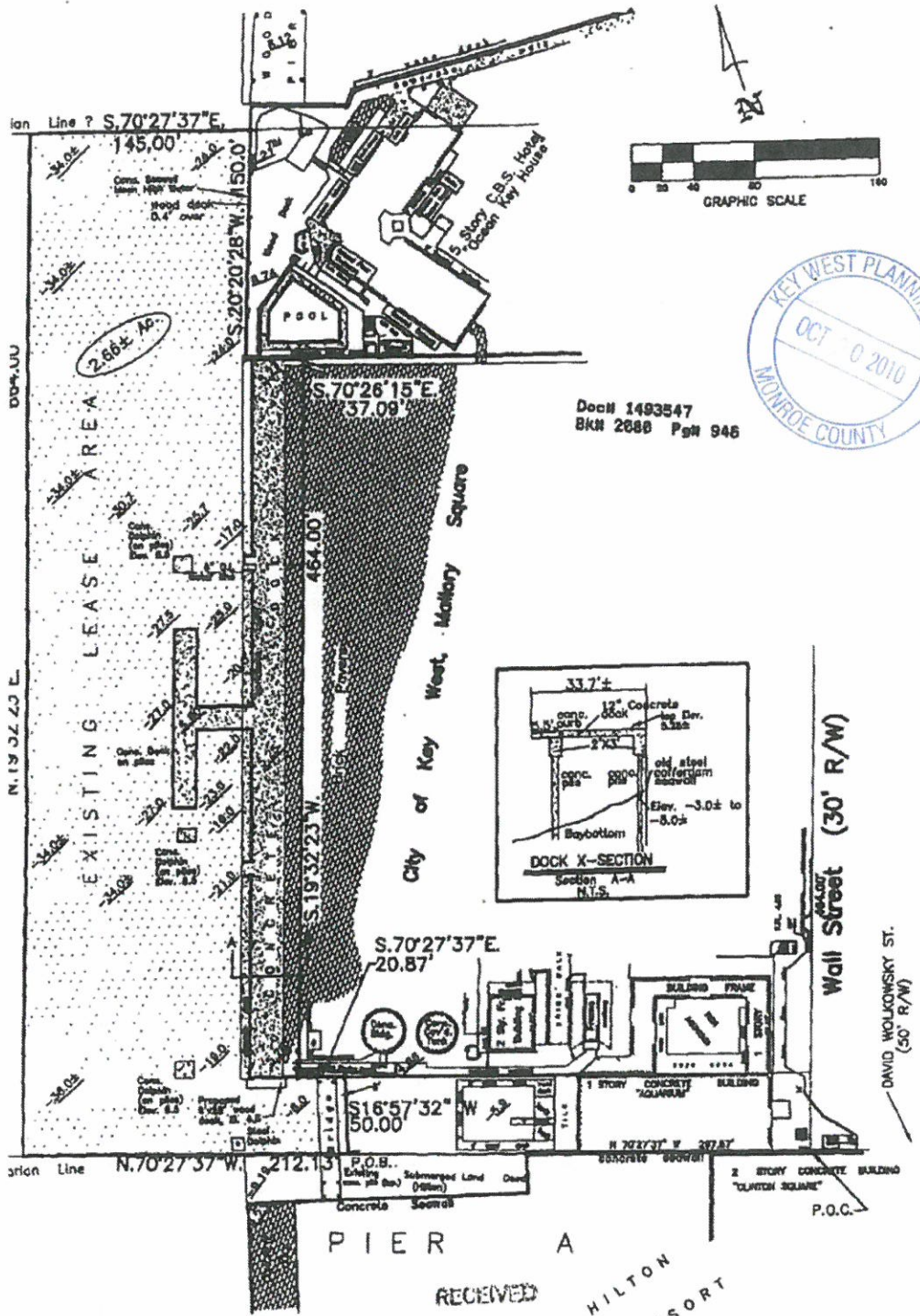
3152 Northside Drive
Suite 2101
Key West, FL 33040
(305) 293-0466
Fax: (305) 293-0237
fhildeb1@bellsouth.net



City of Key West Mallory Square			
Lease Areas		Dwn No.: 10-108	
Scale: 1"=20'	Ref. file	Flood panel No. 1516K	Dwn. By: F.H.H.
Date: 1/28/10		Flood Zone:	Flood Elev.
REVISIONS AND/OR ADDITIONS			

ISLAND SURVEYING INC.
ENGINEERS PLANNERS SURVEYORS

3152 Northside Drive
 Suite 2101
 Key West, FL 33040
 (305) 293-0466
 Fax: (305) 293-0237
 fhildeb1@bellsouth.net



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OCT 06 2009
HILTON
RESORT

Sheet 2 of 3

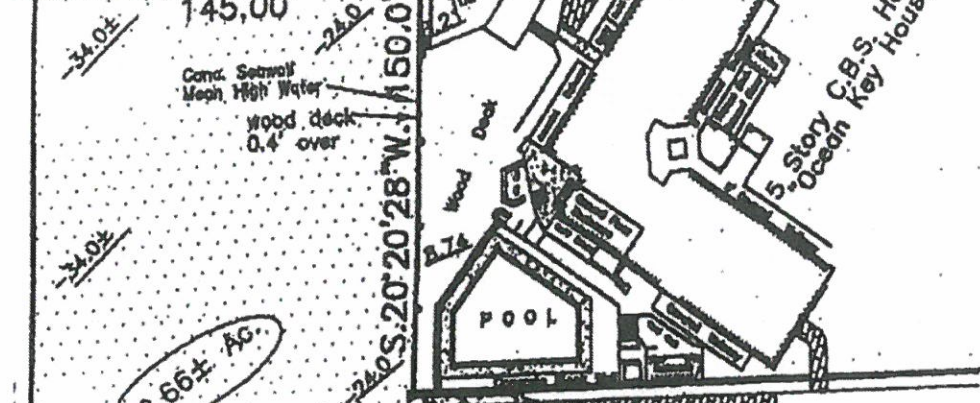
City of Key West West Harbor, Mallory Square			
Public Purpose Survey Leased Land Lease		Dwn No.: 00-356	
1"=80'	Ref. file	Flood panel No. 1716 H	Dwn. By: F.H.H.
/27/00		Flood Zone:	Flood
REVISIONS AND/OR ADDITIONS			
: revise lease area			
f Key West/MalloryLease			

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
1
1. Fl. 33040
33-0466
5) 293-0237

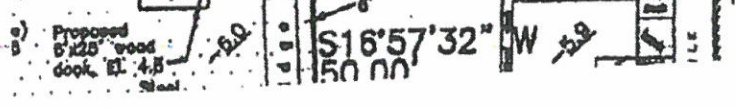
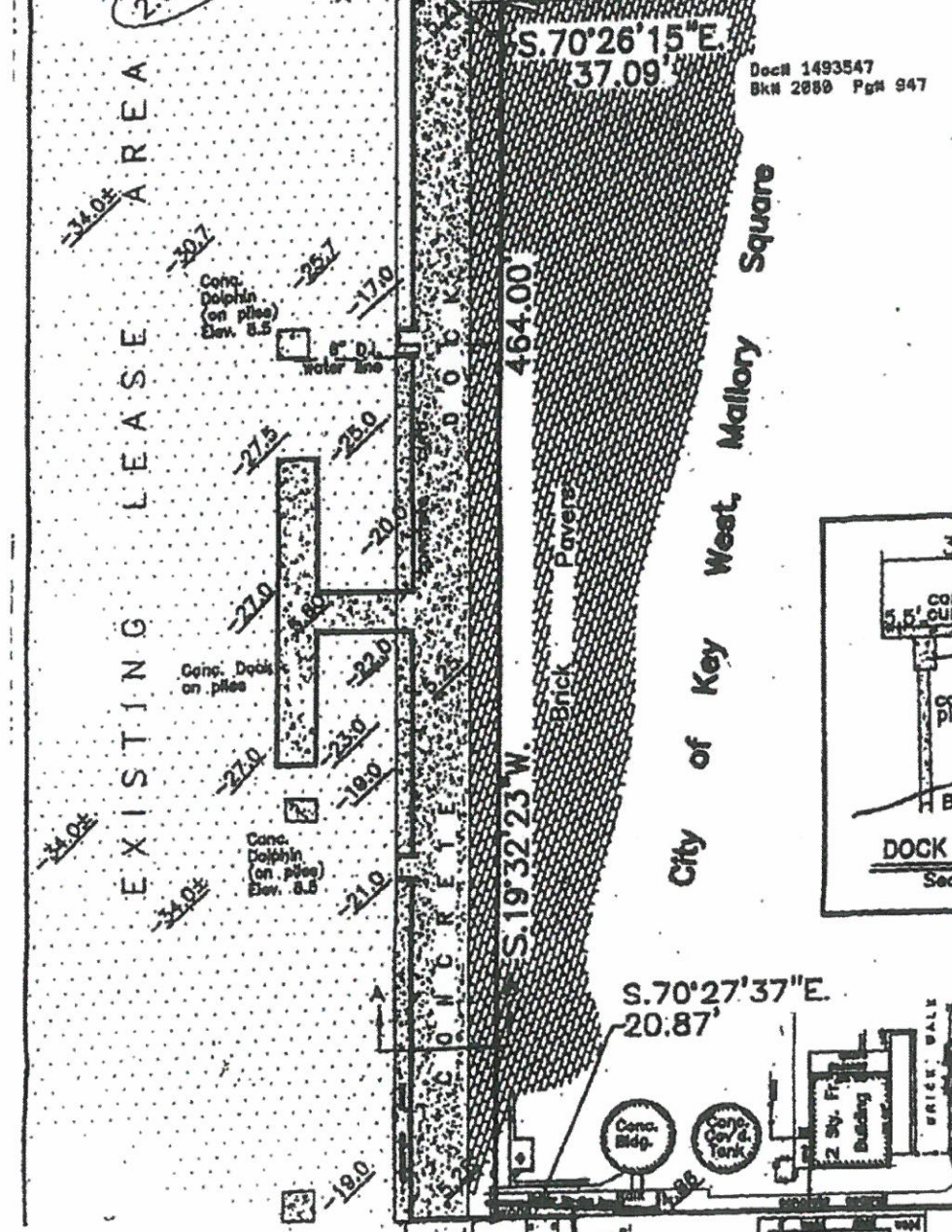
Attachment A
Page 8 of 12 Pages
SL No. 440769265

Line ? S.70°2' 7"E.

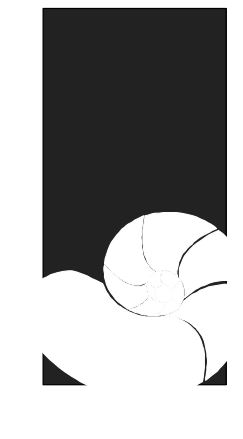


2.66± AC.

EXISTING LEASE AREA



Site Plans



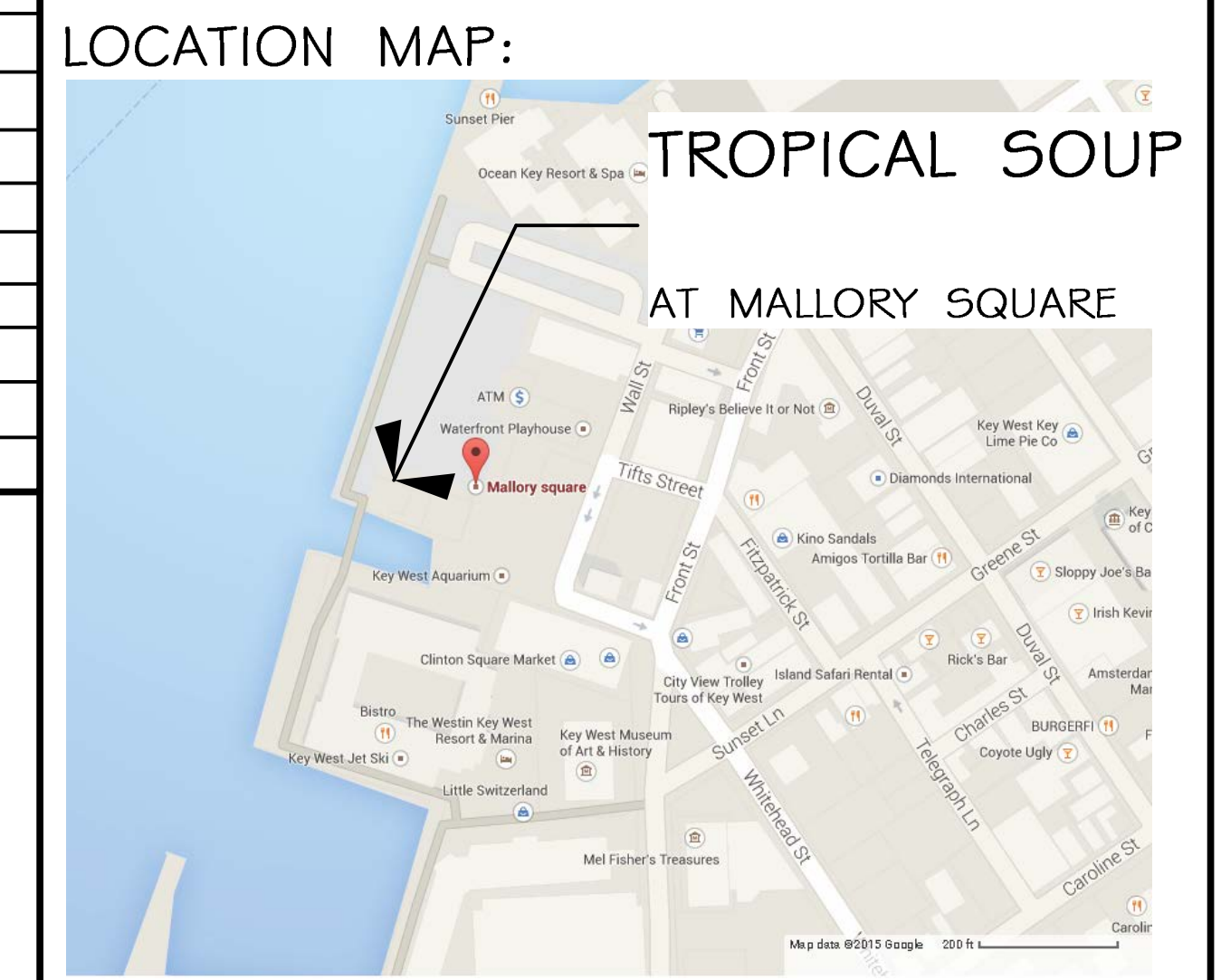
"Tropical Soup" PROPOSED RESTAURANT

- AT MALLORY SQUARE -

ARCHITECTS : PETER PIKE & ASSOCIATES
471 US HIGHWAY 1, KEY WEST, FLORIDA 305-296-1692

BUILDING TYPE:
USE & OCCUPANCY: A-2
CONSTRUCTION TYPE: IV, SPRINKLED

FLOOD ZONE:
AE10
SEE ATTACHED FLOOD MAP
FLOOD PROOFING BUILDING PER ZONE AE REQUIREMENTS.



SITE DATA 04-29-15				
ITEM	EXISTING	REQ. PER LDR	PROPOSED	REMARK
DISTRICT	HPS			
FLOOD ZONE	AE-10		AE10-PROPOSED STRUCTURAL FLOOD	CONFORMS
SIZE OF SITE	154,988 SQ. FT.	5,000 SQ.FT MIN	EXISTING	CONFORMS
FRONT SETBACK (WALL STREET / EAST)	261'-4"	20' REQUIRED	256'-3"	CONFORMS
SOUTH SIDE SETBACK	14'-0"	GREATER OF 5' OR 10% OF LOT WIDTH (MAX 15'-0")	7'-8"	VARIANCE REQUIRED
NORTH SIDE SETBACK	420'-4"	GREATER OF 5' OR 10% OF LOT WIDTH (MAX 15'-0")	388'-4"	CONFORMS
WEST REAR SETBACK	44'-1"	20'-0"	24'-4"	CONFORMS
COASTAL CONSTRUCTION CONTROL LINE	11'-11"	30'-0"	7'-10"	VARIANCE REQUIRED
PARKING		NONE REQUIRED		
NON-HABITABLE HEIGHT	28'-8"	25' MAXIMUM	39'-0"	VARIANCE REQUIRED
HABITABLE HEIGHT	MULTIPLE BUILDINGS ON SITE ABOVE 25'-0"	25' MAXIMUM	23'-0"	CONFORMS
CONSUMPTION AREA			2,344 SF / 156 SEATS	

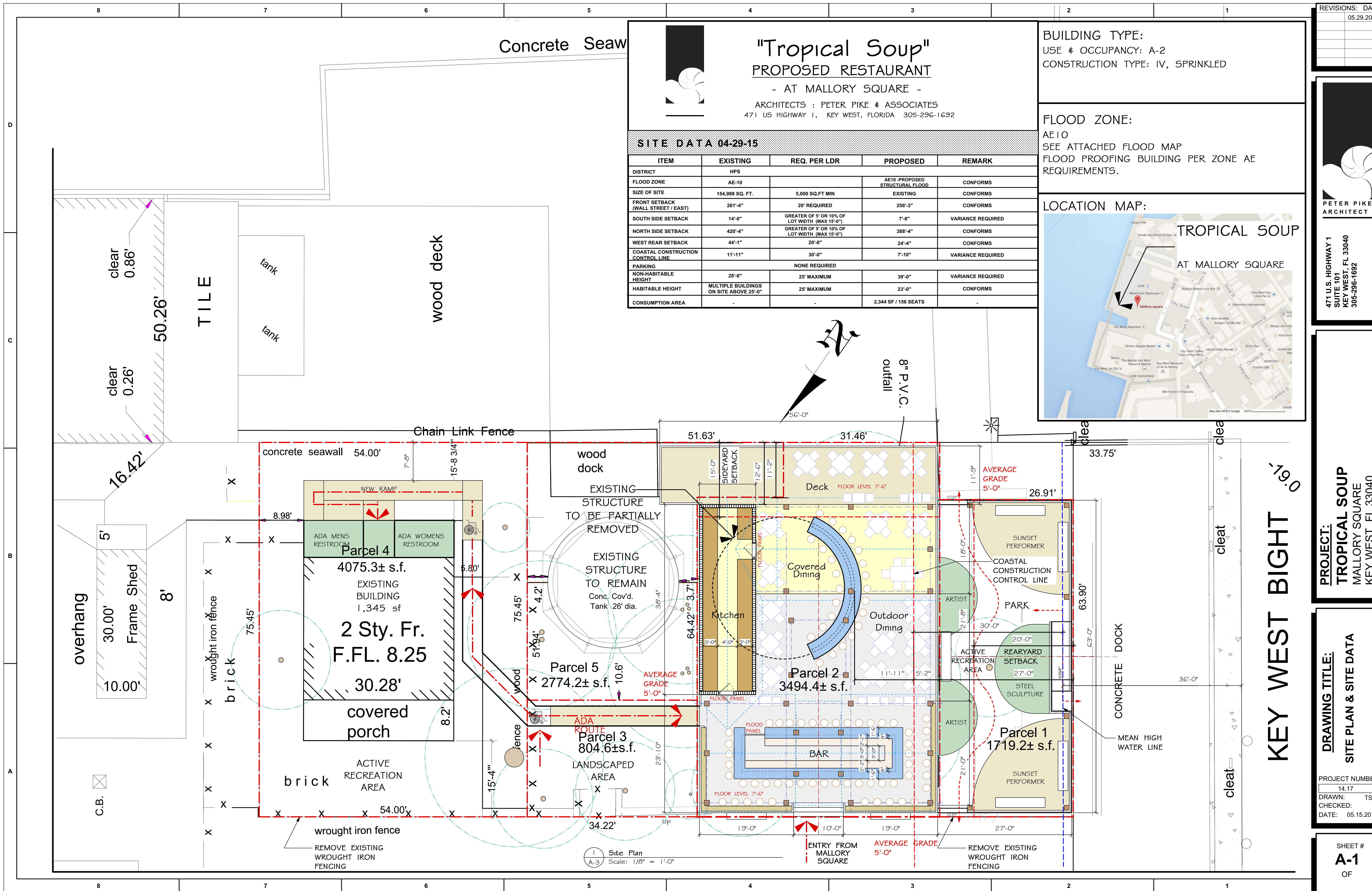
PETER PIKE ARCHITECT
471 U.S. HIGHWAY 1
SUITE 101
KEY WEST, FL 33040
305-296-1692

PROJECT:
TROPICAL SOUP
MALLORY SQUARE
KEY WEST, FL 33040

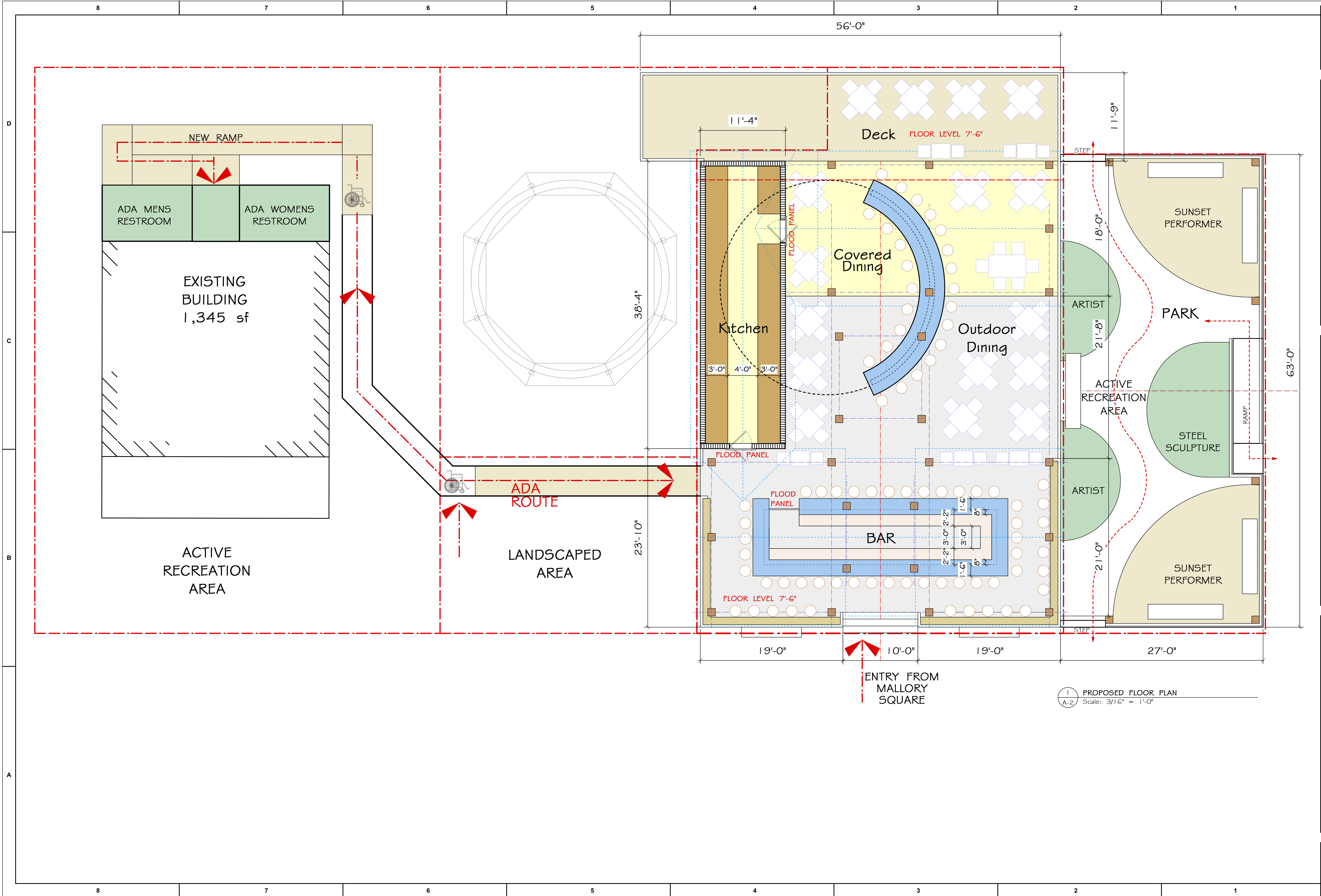
DRAWING TITLE:
SITE PLAN & SITE DATA

PROJECT NUMBER:
14.17
DRAWN: TSN
CHECKED:
DATE: 05.15.2015

SHEET #
A-1
OF



1 Site Plan
A-3 Scale: 1/8" = 1'-0"



REVISIONS:	DATE
	05.29.2015

PETER PIKE ARCHITECT

471 U.S. HIGHWAY 1
SUITE 101
KEY WEST, FL 33040
305-296-1692

PROJECT:
TROPICAL SOUP
MALLORY SQUARE
KEY WEST, FL 33040

DRAWING TITLE:
PROPOSED FLOOR PLAN

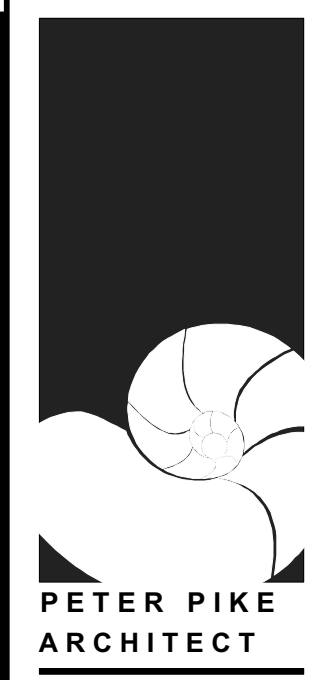
PROJECT NUMBER:
14.17

DRAWN: TSN
CHECKED:
DATE: 05.15.2015

SHEET #
A-2
OF

1 PROPOSED FLOOR PLAN
A-2 Scale: 3/16" = 1'-0"

	05.29.2015



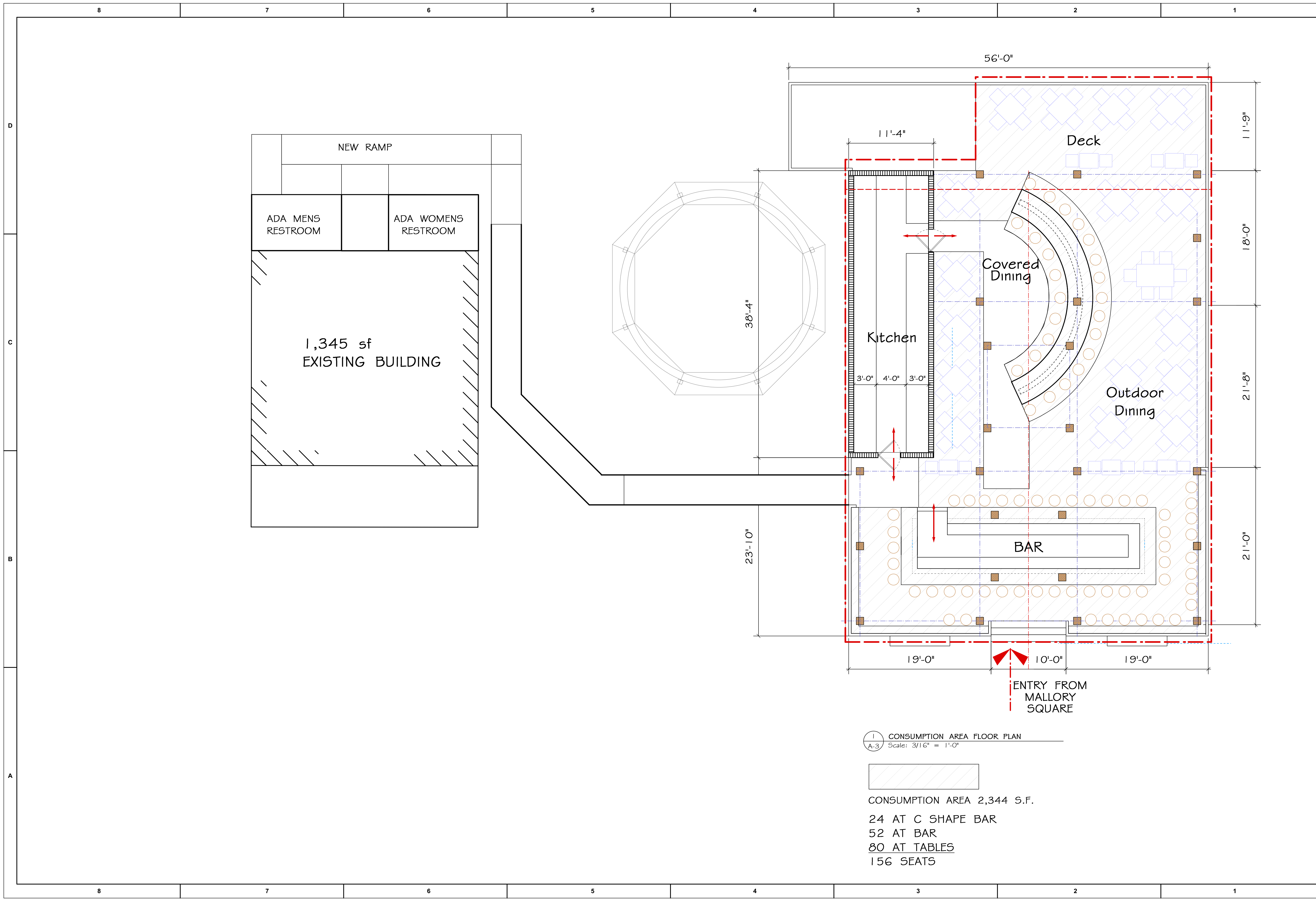
471 U.S. HIGHWAY 1
SUITE 101
KEY WEST, FL 33040
305-296-1692

PROJECT:
TROPICAL SOUP
MALLORY SQUARE
KEY WEST, FL 33040

DRAWING TITLE:
CONSUMPTION
AREA FLOOR PLAN

PROJECT NUMBER:
14.17
DRAWN: TSN
CHECKED:
DATE: 05.15.2015

SHEET #
A-3
OF

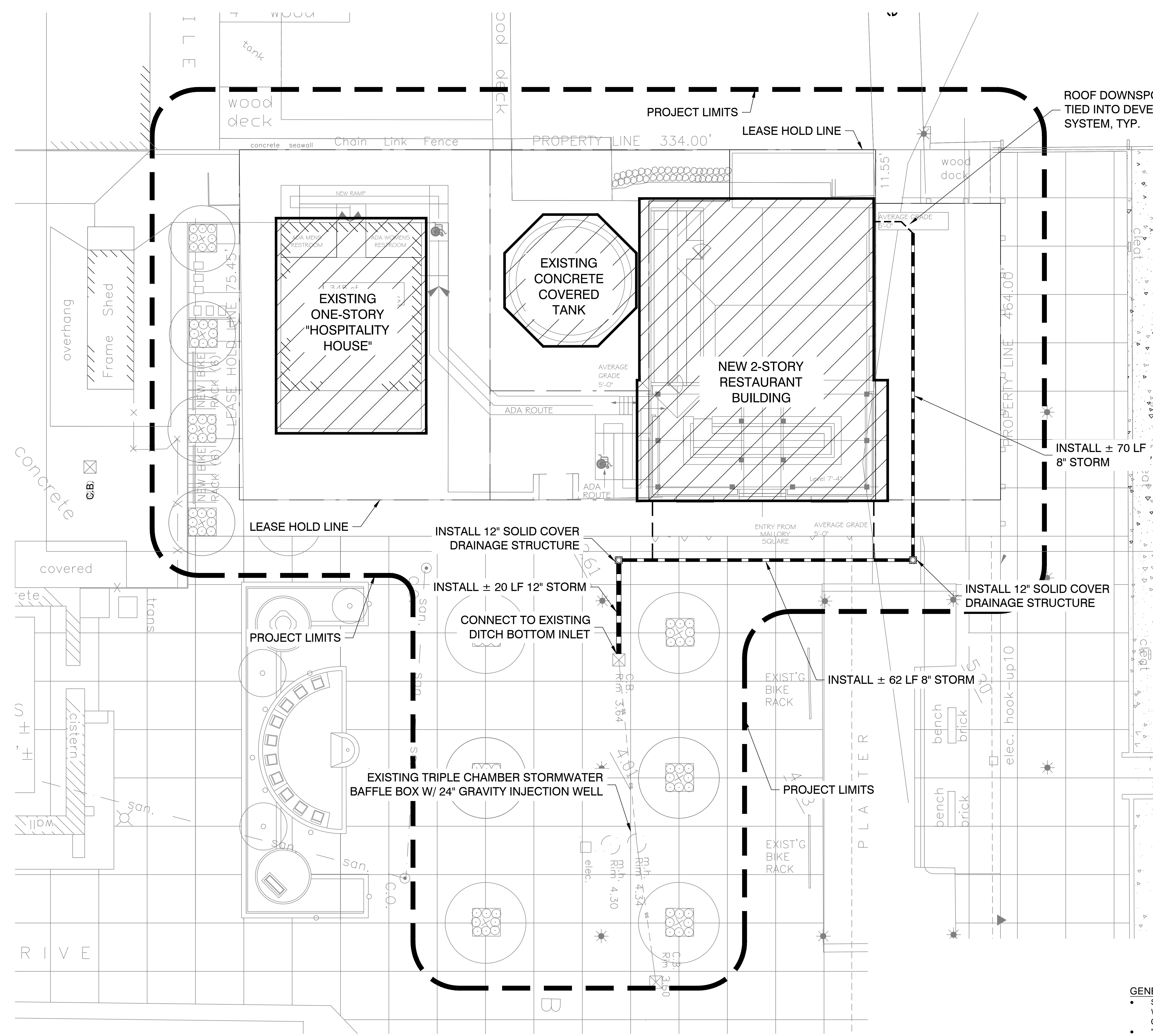
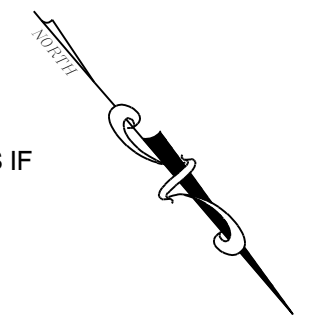


1 CONSUMPTION AREA FLOOR PLAN
A-3 Scale: 3/16" = 1'-0"



CONSUMPTION AREA 2,344 S.F.
24 AT C SHAPE BAR
52 AT BAR
80 AT TABLES
156 SEATS

SCALE 1"=10'
 BAR IS TWO INCHES ON ORIGINAL DRAWINGS IF
 NOT TWO INCHES ON THIS SHEET ADJUST
 SCALES ACCORDINGLY



ROOF DOWNSPOUTS TO BE
 TIED INTO DEVELOPED STORMWATER
 SYSTEM, TYP.

KEY WEST BIGHT

LEGEND	
---	PROJECT LIMITS
- - -	LEASE HOLD LINE
▨	ROOF AREA
○	EXISTING GRADE
⊠	EXISTING DITCH BOTTOM INLET
---	EXISTING STORM PIPE
---	STORMWATER PIPE
⊙	STORMWATER INLET (NYLOPLAST INLINE BASIN)
→	STORMWATER FLOW
⊕	STORMWATER MANHOLE

NOTE: SYMBOLS IN LEGEND ARE NOT TO SCALE

- GENERAL DRAINAGE NOTES**
- STORMWATER FLOW TESTS ON EXISTING GRAVITY INJECTION WELL ARE TO BE CONDUCTED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
 - "HOSPITALITY HOUSE": EXISTING GUTTER & DOWNSPOUT SYSTEMS TO BE REPAIRED AS REQUIRED.

TROPICAL SOUP RESTAURANT
 MALLORY SQUARE
 KEY WEST, FL 33040

CONCEPTUAL DRAINAGE PLAN

REVISIONS:

1	ORIGINAL	MARCH 2015
2		
3		
4		
5		
6		

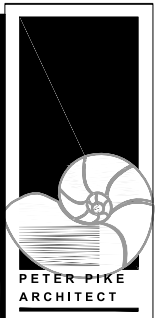
ALLEN E. PEREZ, P.E.
 Florida P.E. NO. 51468
 March 12, 2015

JOB NO. 151020
 DRAWN BGO
 DESIGNED AEP
 CHECKED AEP
 QC
 SHEET C-1

KEY WEST OFFICE
 1010 EAST KENNEDY DRIVE, SUITE 201
 MIAMI, FL 33131
 TEL: (305) 293-9440 FAX: (305) 293-60243

CIVIL ENGINEERING • REGULATORY PERMITTING • CONSTRUCTION MANAGEMENT
PEREZ ENGINEERING
 & DEVELOPMENT, INC.
 CERTIFICATE OF AUTHORIZATION No. 9879

REVISIONS:	DATE



471 U.S. HIGHWAY 1
SUITE 101
KEY WEST, FL 33040
305-296-1692

PROJECT:
TROPICAL SOUP
MALLORY SQUARE
KEY WEST, FL 33040

DRAWING TITLE:
SITE PLAN & SITE DATA

PROJECT NUMBER:
14.17
DRAWN: TSN
CHECKED:
DATE: 03.02.2015

SHEET 2
L-2
DEMOLITION PLAN

MALLORY SQUARE- Existing Tree & Palm Disposition

#	Common Name	Height	Spread	DBH	Condition	Notes / Action	Photo Y/N
1	Ficus	35'	35'	48"	Good	Remain	N
2	Sea Grape	20'	30'	12.5"	Dead	Remove	Y
3A	Sea Grape	30'	30'	6"X6" Multi.	Fair	Remain	N
3B	Sea Grape	30'	30'	6"X6" Multi.	Fair	Remain	N
4	Sea Grape	30'	30'	6" / 2" / 2" / 4"	Fair	Remove- Multi-trunk, encroaches on proposed building location.	Y
5	Gumbo Limbo	20'	20'	15"	Poor	Remain	N
6	Gumbo Limbo	20'	20'	12"	Good	Remove- Tree cambium severely damaged, long term health- questionable.	Y
7	Poinciana	20'	20'	11"	Good	Remove- Tree in reasonable condition, encroaches on proposed building location.	Y
8	Coconut Palm	25'	20'	12"	Good	Remove- Encroaches on proposed building location.	Y
9	Ficus	15'	10'	4"	Poor	Remove- To accommodate proposed handicap ramp.	Y
10	Coconut Palm	20'	20'	12"	Good	Remain	N
11	Coconut Palm	25'	20'	12"	Good	Remain	N
12	Coconut Palm	20'	20'	12"/Bend	Fair	Remain	N
13	Washingtonia Palm	50'	10'	12"	Poor	Remove- Tree in very poor condition, safety hazard.	Y
14	Ficus			5"	Poor	Remove	N

Total Removed DBH Inches: **60.5"**
(Palm Species not included in DBH Removed Calculation; Palm Species Replaced at a 1:1 Ratio: 2 Palms to be Replaced)

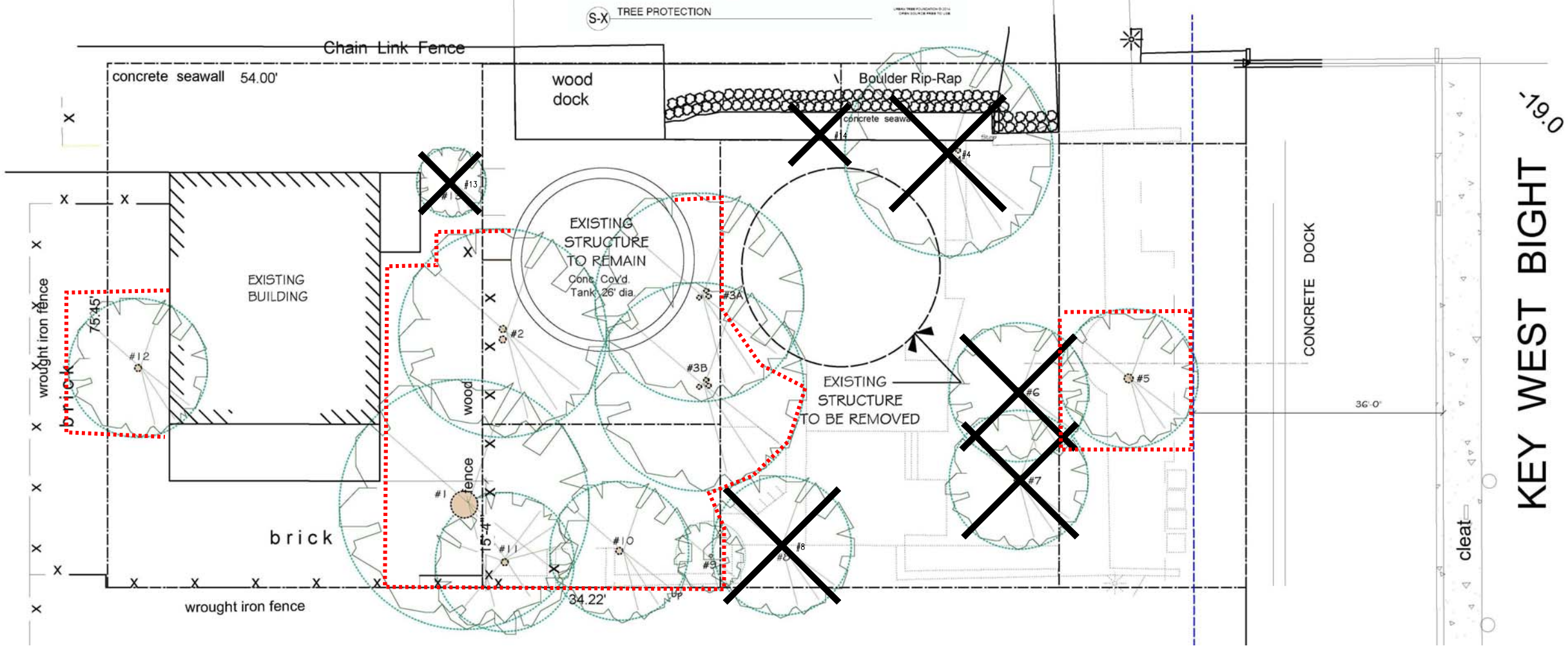
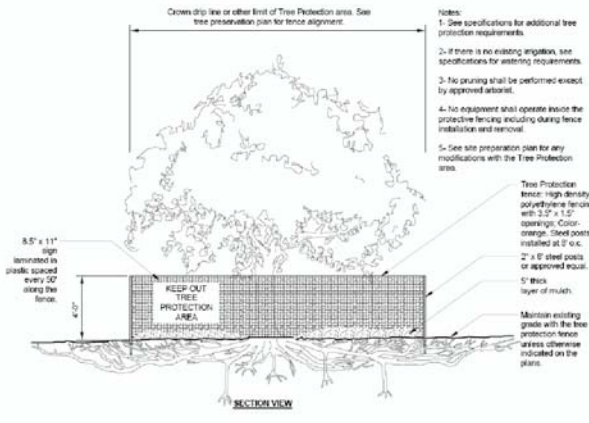
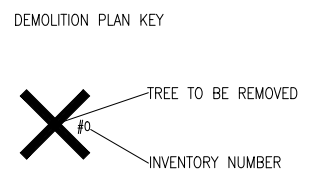


IMAGE #2- SEA GRAPE IMAGE #4- SEA GRAPE IMAGE #6- GUMBO LIMBO IMAGE #7- POINCIANA IMAGE #8- COCONUT PALM IMAGE #9- FICUS IMAGE #13- WASHINGTONIA PALM



8

7

6

5

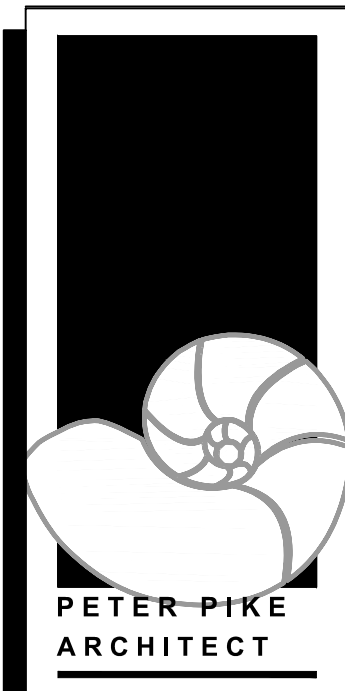
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3

2

1

REVISIONS:	DATE



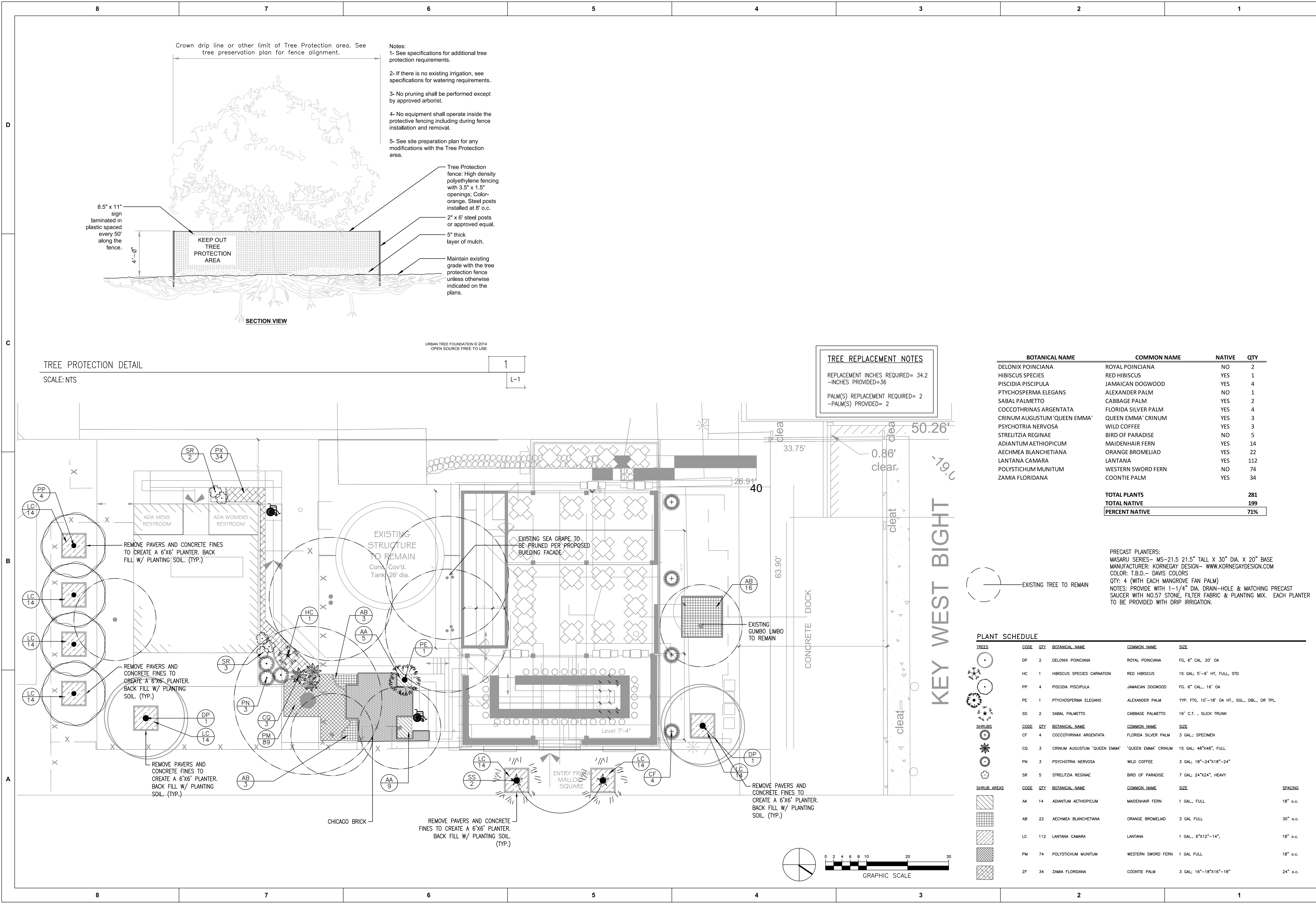
471 U.S. HIGHWAY 1
SUITE 101
KEY WEST, FL 33040
305-296-1692

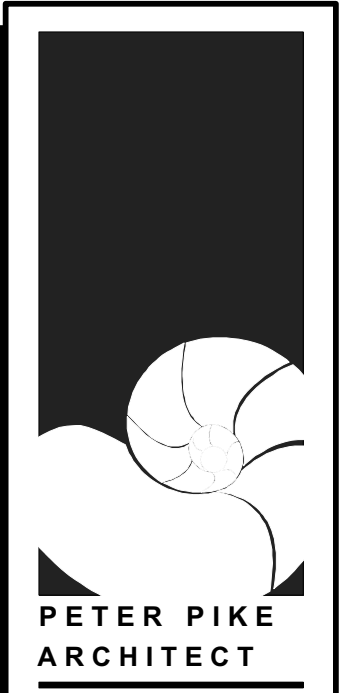
PROJECT:
TROPICAL SOUP
MALLORY SQUARE
KEY WEST, FL 33040

DRAWING TITLE:
SITE PLAN & SITE DATA

PROJECT NUMBER:
14.17
DRAWN: TSN
CHECKED:
DATE: 06.04.2015

SHEET 1
L-1
LANDSCAPE
PLAN





PETER PIKE ARCHITECT

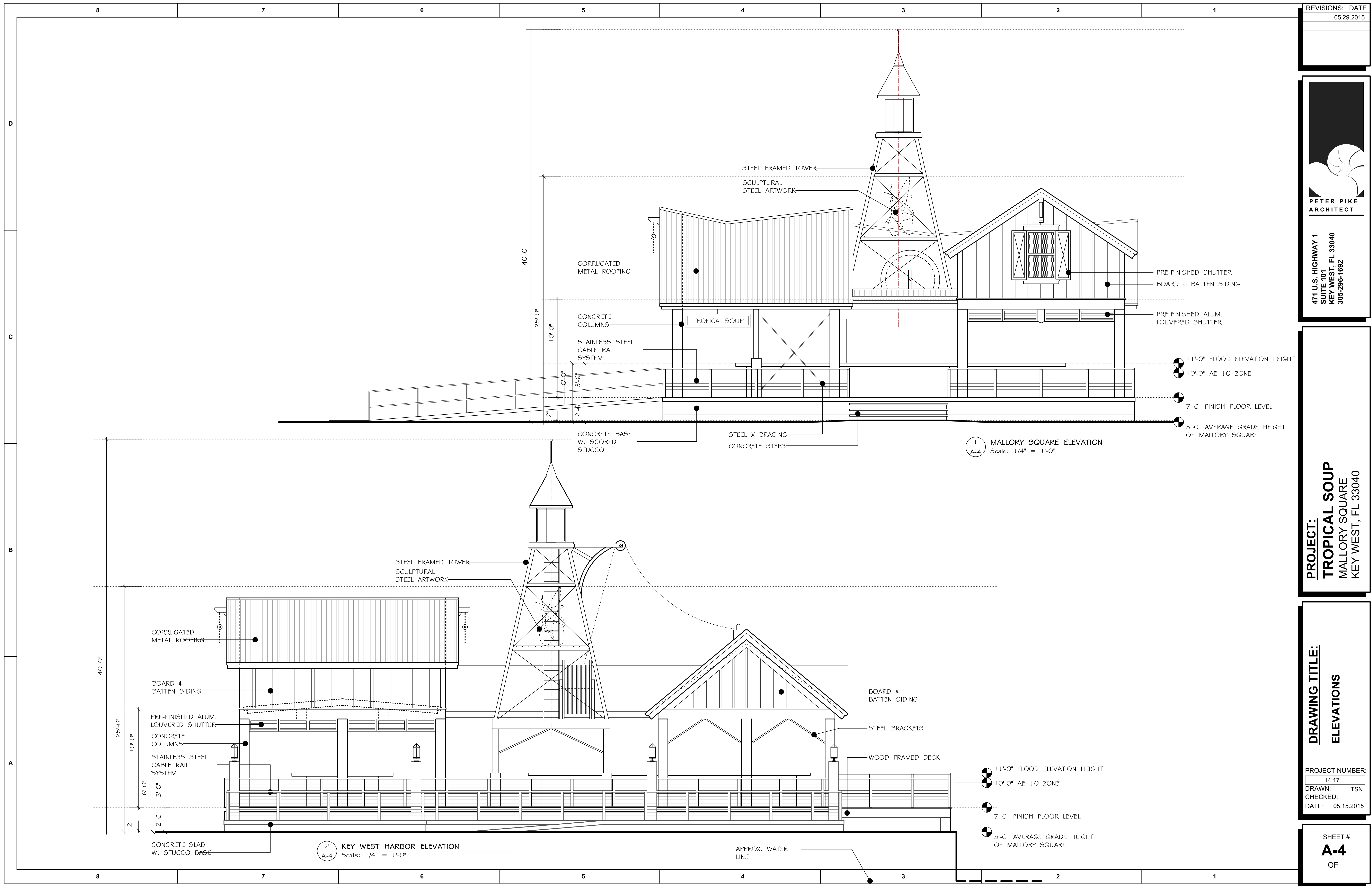
471 U.S. HIGHWAY 1
SUITE 101
KEY WEST, FL 33040
305-296-1692

PROJECT:
TROPICAL SOUP
MALLORY SQUARE
KEY WEST, FL 33040

DRAWING TITLE:
ELEVATIONS

PROJECT NUMBER:
14.17
DRAWN: TSN
CHECKED:
DATE: 05.15.2015

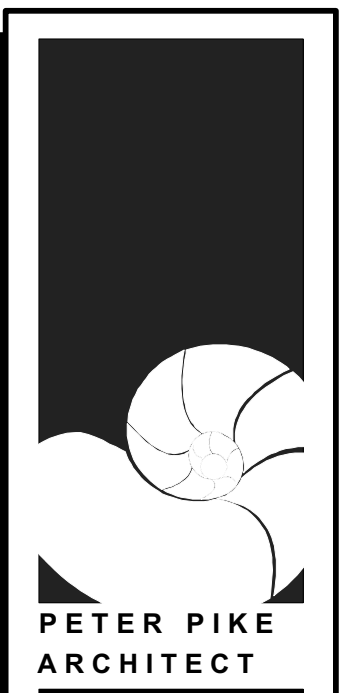
SHEET #
A-4
OF



1 MALLORY SQUARE ELEVATION
Scale: 1/4" = 1'-0"

2 KEY WEST HARBOR ELEVATION
Scale: 1/4" = 1'-0"

	05.29.2015



PETER PIKE ARCHITECT

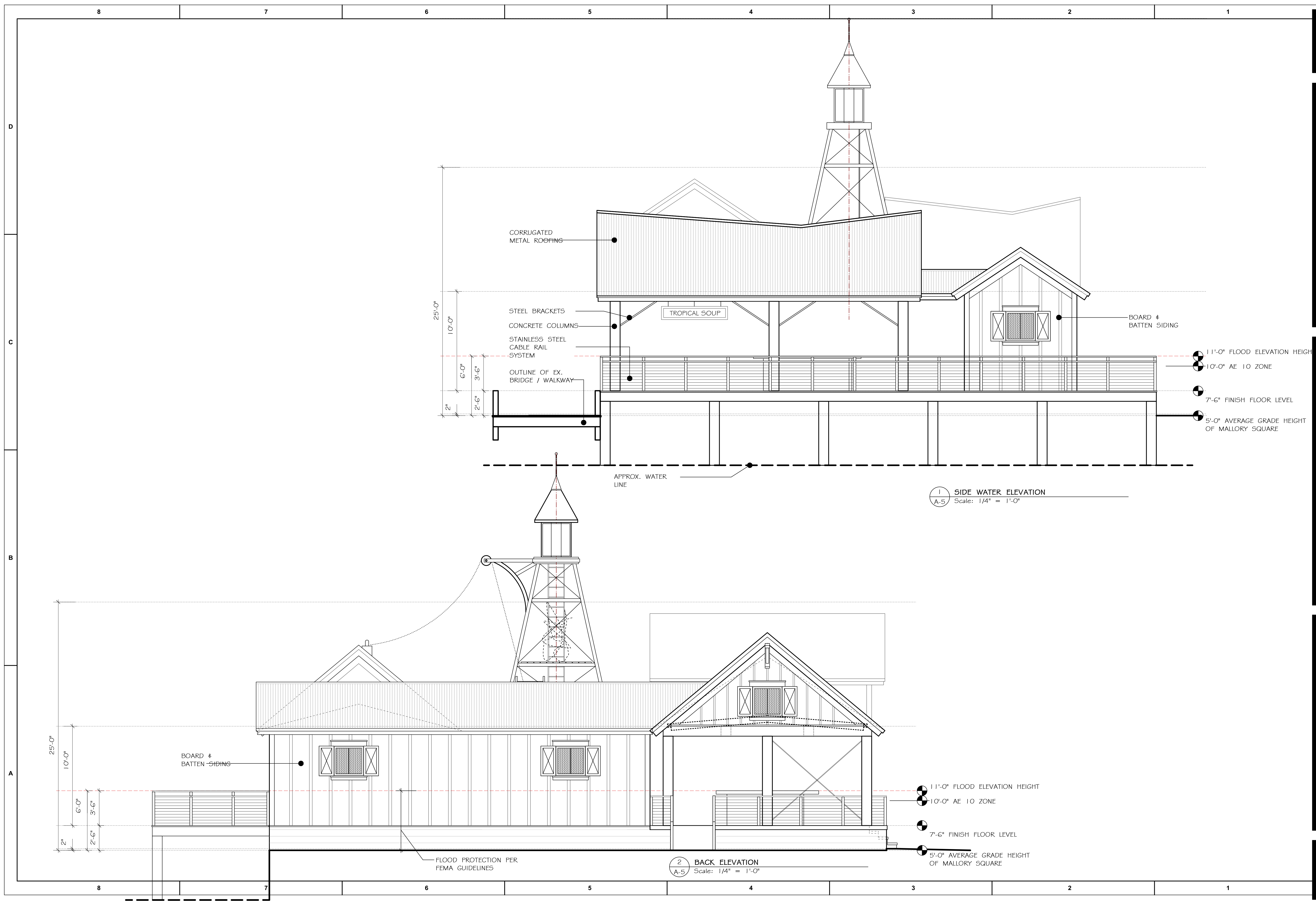
471 U.S. HIGHWAY 1
 SUITE 101
 KEY WEST, FL 33040
 305-296-1692

PROJECT:
TROPICAL SOUP
 MALLORY SQUARE
 KEY WEST, FL 33040

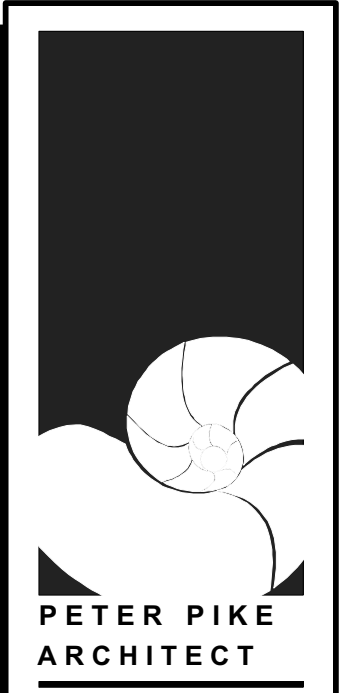
DRAWING TITLE:
ELEVATIONS

PROJECT NUMBER:
 14.17
 DRAWN: TSN
 CHECKED:
 DATE: 05.15.2015

SHEET #
A-5
 OF



	05.29.2015



471 U.S. HIGHWAY 1
SUITE 101
KEY WEST, FL 33040
305-296-1692

PROJECT:
TROPICAL SOUP
MALLORY SQUARE
KEY WEST, FL 33040

DRAWING TITLE:
ELEVATIONS

PROJECT NUMBER:
14.17
DRAWN: TSN
CHECKED:
DATE: 05.15.2015

SHEET #
A-6
OF



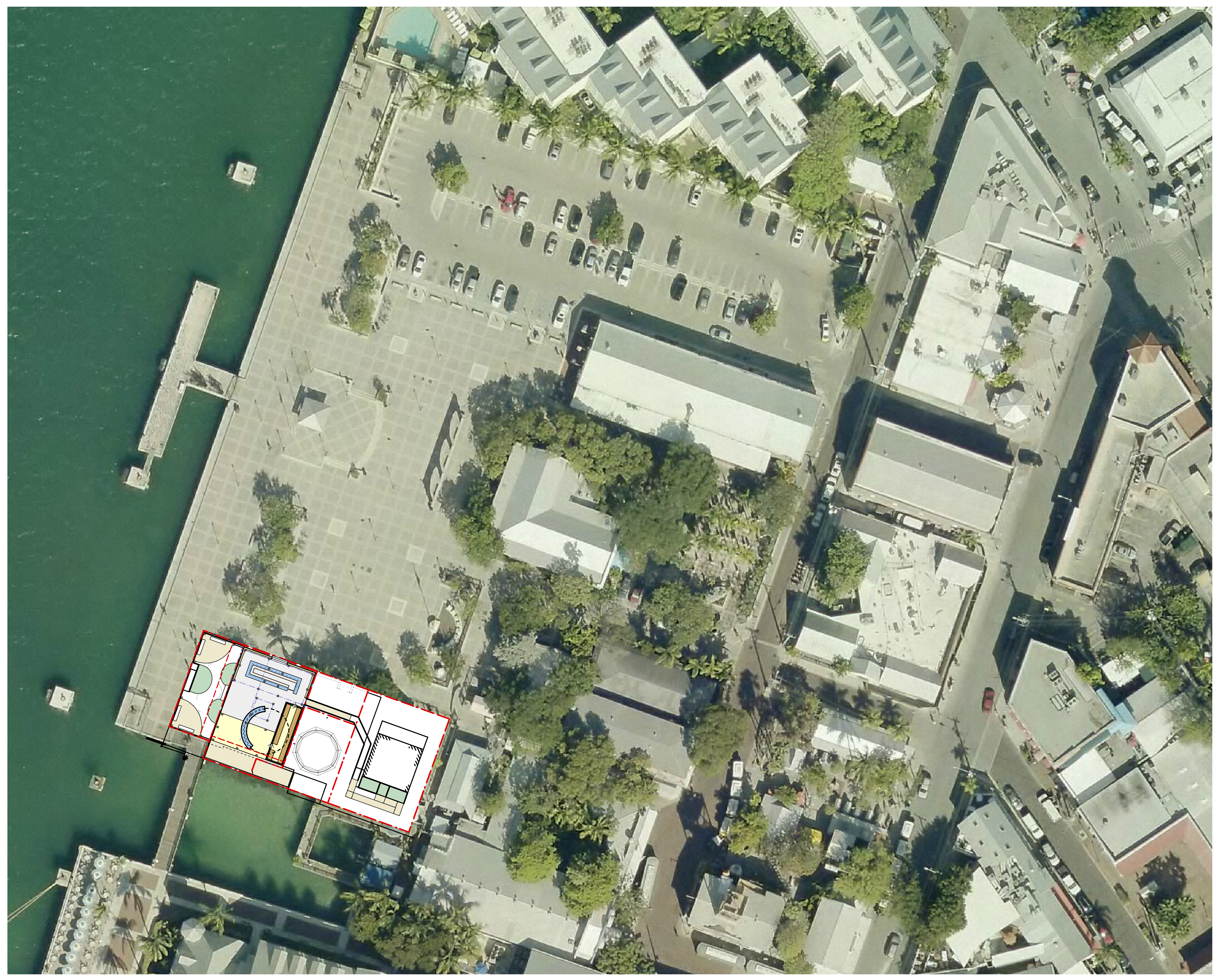
1 MALLORY SQUARE ELEVATION
Scale: 3/16" = 1'-0"

2 SIDE WATER ELEVATION
Scale: 3/16" = 1'-0"

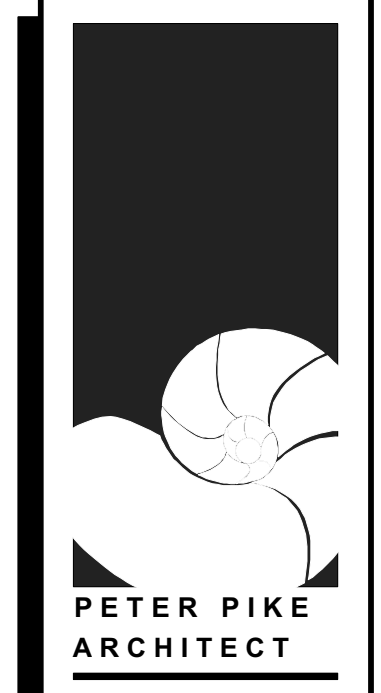
CONCRETE COLUMNS
STAINLESS STEEL
CABLE RAIL
SYSTEM
CONCRETE STEP
CONCRETE BASE
W. SCORED
STUCCO

OUTLINE OF EX.
BRIDGE / WALKWAY

APPROX. WATER
LINE



REVISIONS:	DATE
	05.29.2015



471 U.S. HIGHWAY 1
SUITE 101
KEY WEST, FL 33040
305-296-1692

PROJECT:
TROPICAL SOUP
MALLORY SQUARE
KEY WEST, FL 33040

DRAWING TITLE:
AERIAL SITE PLAN

PROJECT NUMBER:
14.17
DRAWN: TSN
CHECKED:
DATE: 05.15.2015

SHEET #
A-7
OF

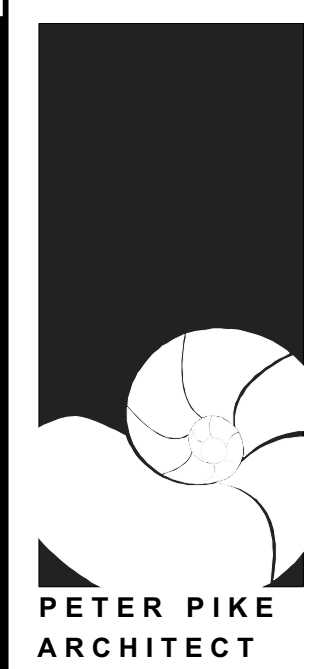
1
A-7 AERIAL SITE PLAN REFERENCE DRAWING

REVISIONS:	DATE
	05.29.2015
	06.22.2015

D
C
B
A



1 BUILDING OVERLAY REFERENCE DRAWING
A-8



PETER PIKE
ARCHITECT

471 U.S. HIGHWAY 1
SUITE 101
KEY WEST, FL 33040
305-296-1692

PROJECT:
TROPICAL SOUP
MALLORY SQUARE
KEY WEST, FL 33040

DRAWING TITLE:
ELEVATION

PROJECT NUMBER:
14.17
DRAWN: TSN
CHECKED:
DATE: 05.15.2015

SHEET #
A-8
OF

FEMA Letter of Map Revision



Federal Emergency Management Agency

Washington, D.C. 20472

October 15, 2014

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Craig Cates
Mayor, City of Key West
3126 Flagler Avenue
Key West, FL 33040

IN REPLY REFER TO:

Case No.: 14-04-7227P
Community Name: City Of Key West, FL
Community No.: 120168
Effective Date of
This Revision: **February 26, 2015**

Dear Mayor Cates:

The Flood Insurance Rate Map for your community has been revised by this Letter of Map Revision (LOMR). Please use the enclosed annotated map panel(s) revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals issued in your community.

Additional documents are enclosed which provide information regarding this LOMR. Please see the List of Enclosures below to determine which documents are included. Other attachments specific to this request may be included as referenced in the Determination Document. If you have any questions regarding floodplain management regulations for your community or the National Flood Insurance Program (NFIP) in general, please contact the Consultation Coordination Officer for your community. If you have any technical questions regarding this LOMR, please contact the Director, Mitigation Division of the Department of Homeland Security's Federal Emergency Management Agency (FEMA) in Atlanta, Georgia, at (770) 220-5400, or the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP). Additional information about the NFIP is available on our website at <http://www.fema.gov/business/nfip>.

Sincerely,

Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration

List of Enclosures:

Letter of Map Revision Determination Document
Annotated Flood Insurance Rate Map

cc: The Honorable Sylvia Murphy
Mayor, Monroe County

Mr. Scott Fraser
FEMA Coordinator
City of Key West

Paul Lin, PhD, P.E.
Paul Lin & Associates

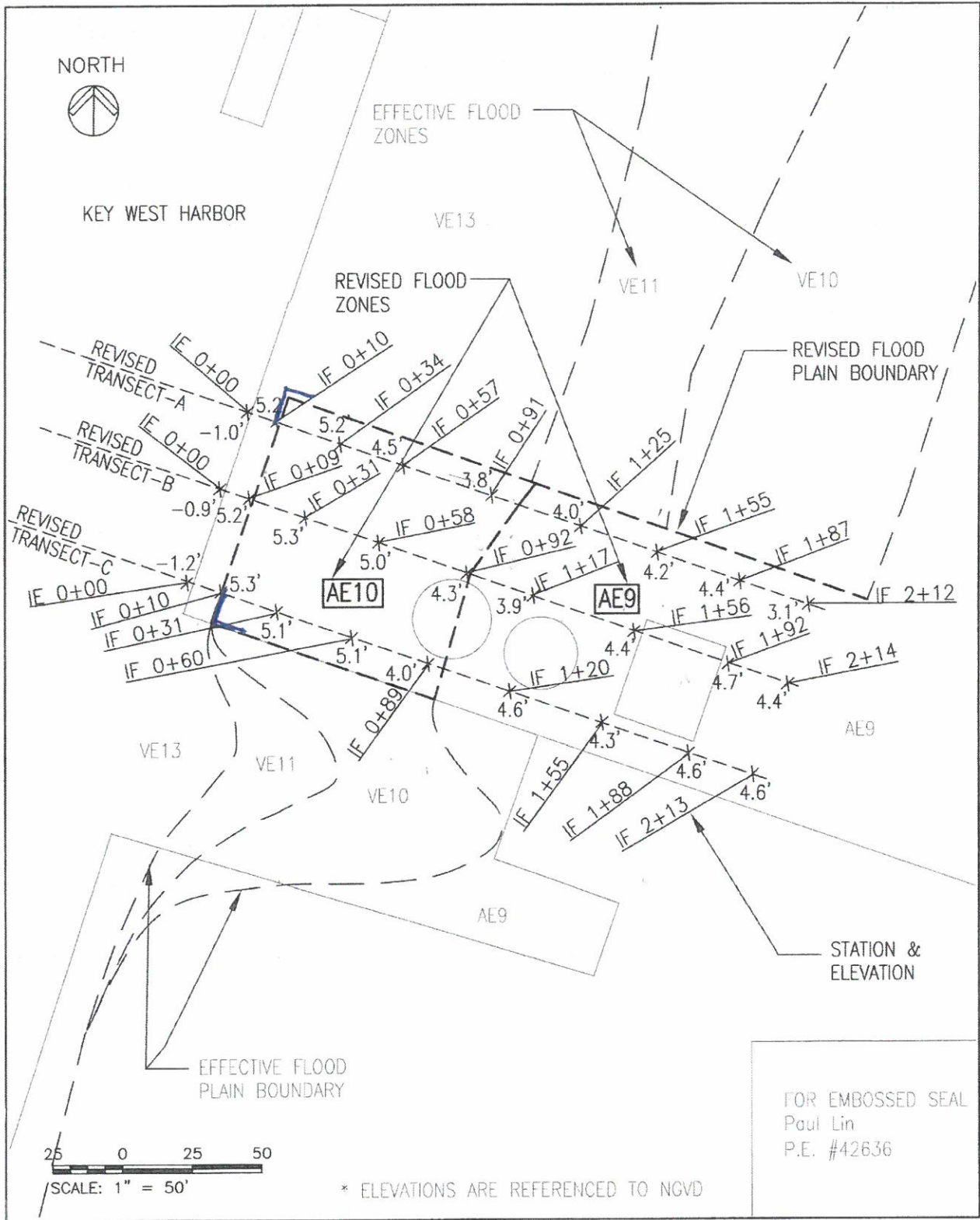


FIGURE 5
CERTIFIED TOPOGRAPHIC WORK MAP



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP REVISION
DETERMINATION DOCUMENT**

COMMUNITY AND REVISION INFORMATION		PROJECT DESCRIPTION	BASIS OF REQUEST
COMMUNITY	City Of Key West Monroe County Florida	NO PROJECT	COASTAL ANALYSIS UPDATED TOPOGRAPHIC DATA
	COMMUNITY NO.: 120168		
IDENTIFIER	1 Mallory Square	APPROXIMATE LATITUDE & LONGITUDE: 24.559, -81.808 SOURCE: USGS QUADRANGLE DATUM: NAD 83	
ANNOTATED MAPPING ENCLOSURES		ANNOTATED STUDY ENCLOSURES	
TYPE: FIRM*	NO.: 12087C1516K DATE: February 18, 2005	NO REVISION TO THE FLOOD INSURANCE STUDY REPORT	

Enclosures reflect changes to flooding sources affected by this revision.

* FIRM - Flood Insurance Rate Map; ** FBFM - Flood Boundary and Floodway Map; *** FHBM - Flood Hazard Boundary Map

FLOODING SOURCE(S) & REVISED REACH(ES)

Key West Harbor (Gulf of Mexico) - an area approximately 500 feet south and 330 feet west of the intersection of Wall Street and Duval Street to approximately 670 feet south and 330 feet west of the intersection

SUMMARY OF REVISIONS

Flooding Source	Effective Flooding	Revised Flooding	Increases	Decreases
Key West Harbor (Gulf of Mexico)	Zone VE	Zone VE	YES	YES
	BFEs	BFEs	NONE	YES
	Zone VE	Zone AE	NONE	YES

* BFEs - Base Flood Elevations

DETERMINATION

This document provides the determination from the Department of Homeland Security's Federal Emergency Management Agency (FEMA) regarding a request for a Letter of Map Revision (LOMR) for the area described above. Using the information submitted, we have determined that a revision to the flood hazards depicted in the Flood Insurance Study (FIS) report and/or National Flood Insurance Program (NFIP) map is warranted. This document revises the effective NFIP map, as indicated in the attached documentation. Please use the enclosed annotated map panels revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals in your community.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration

14-04-7227P
102-I-A-C



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

COMMUNITY INFORMATION

APPLICABLE NFIP REGULATIONS/COMMUNITY OBLIGATION

We have made this determination pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 93-234) and in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, P.L. 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. Pursuant to Section 1361 of the National Flood Insurance Act of 1968, as amended, communities participating in the NFIP are required to adopt and enforce floodplain management regulations that meet or exceed NFIP criteria. These criteria, including adoption of the FIS report and FIRM, and the modifications made by this LOMR, are the minimum requirements for continued NFIP participation and do not supersede more stringent State/Commonwealth or local requirements to which the regulations apply.

COMMUNITY REMINDERS

We based this determination on the 1-percent-annual-chance stillwater elevations computed in the FIS for your community. A comprehensive restudy of your community's flood hazards could establish greater flood hazards in this area.

Your community must regulate all proposed floodplain development and ensure that permits required by Federal and/or State/Commonwealth law have been obtained. State/Commonwealth or community officials, based on knowledge of local conditions and in the interest of safety, may set higher standards for construction or may limit development in floodplain areas. If your State/Commonwealth or community has adopted more restrictive or comprehensive floodplain management criteria, those criteria take precedence over the minimum NFIP requirements.

We will not print and distribute this LOMR to primary users, such as local insurance agents or mortgage lenders; instead, the community will serve as a repository for the new data. We encourage you to disseminate the information in this LOMR by preparing a news release for publication in your community's newspaper that describes the revision and explains how your community will provide the data and help interpret the NFIP maps. In that way, interested persons, such as property owners, insurance agents, and mortgage lenders, can benefit from the information.

We have designated a Consultation Coordination Officer (CCO) to assist your community. The CCO will be the primary liaison between your community and FEMA. For information regarding your CCO, please contact:

Mr. Moises Dugan
Director, Mitigation Division
Federal Emergency Management Agency, Region IV
Koger Center - Rutgers Building, 3003 Chamblee Tucker Road
Atlanta, GA 30341
(770) 220-5400

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration

14-04-7227P



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)**

STATUS OF THE COMMUNITY NFIP MAPS

We will not physically revise and republish the FIRM and FIS report for your community to reflect the modifications made by this LOMR at this time. When changes to the previously cited FIRM panel(s) and FIS report warrant physical revision and republication in the future, we will incorporate the modifications made by this LOMR at that time.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

A handwritten signature in black ink, appearing to read "Luis Rodriguez".

Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)**

PUBLIC NOTIFICATION OF REVISION

A notice of changes will be published in the *Federal Register*. This information also will be published in your local newspaper on or about the dates listed below and through FEMA's Flood Hazard Mapping website at https://www.floodmaps.fema.gov/fhm/Scripts/bfe_main.asp.

LOCAL NEWSPAPER Name: *The Key West Citizen*
Dates: October 22, 2014 and October 29, 2014

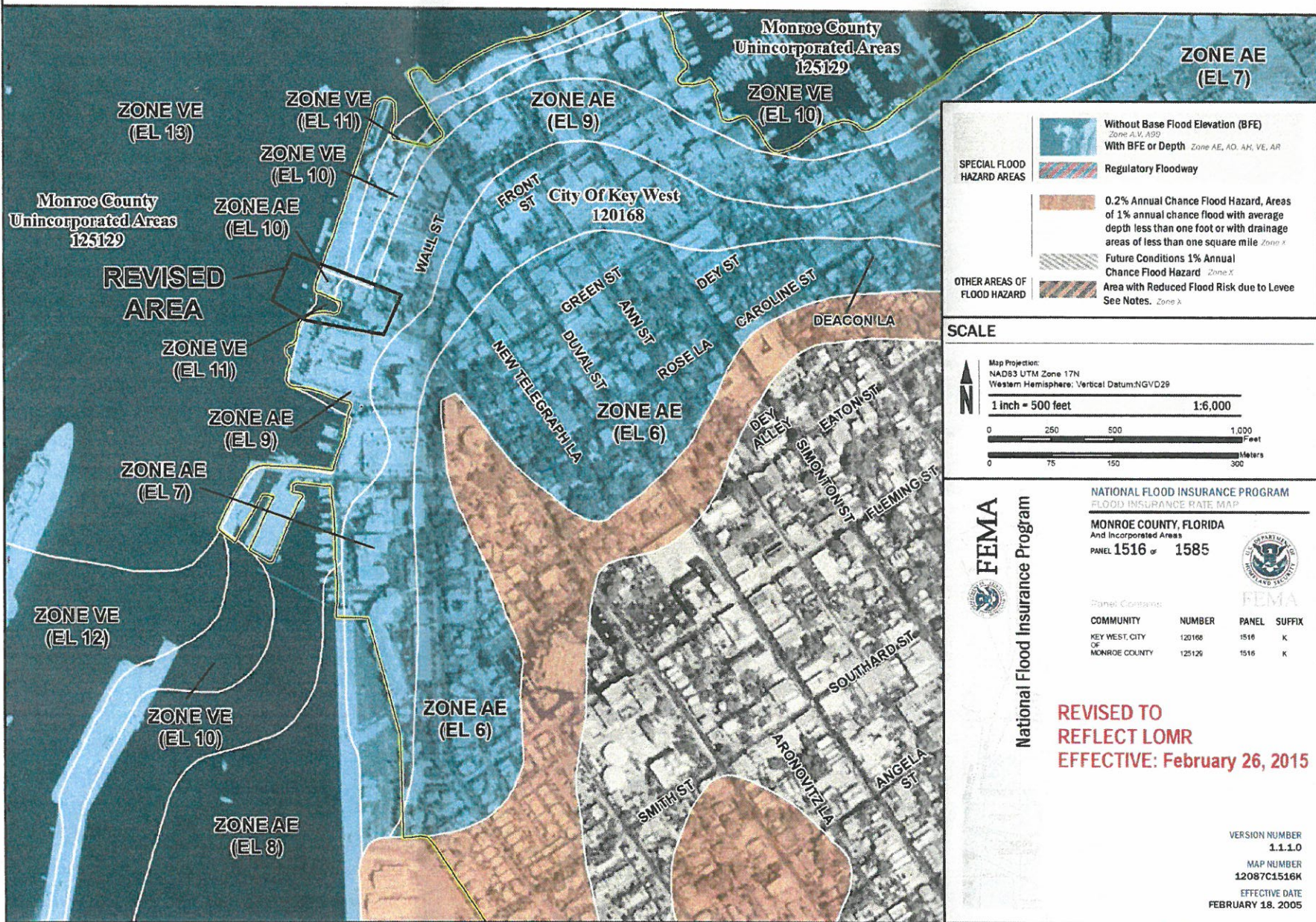
Within 90 days of the second publication in the local newspaper, a citizen may request that we reconsider this determination. Any request for reconsideration must be based on scientific or technical data. Therefore, this letter will be effective only after the 90-day appeal period has elapsed and we have resolved any appeals that we receive during this appeal period. Until this LOMR is effective, the revised flood hazard determination information presented in this LOMR may be changed.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

A handwritten signature in black ink, appearing to read "Luis Rodriguez".

Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration

14-04-7227P



SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE)
Zone A.V, A99
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X

OTHER AREAS OF FLOOD HAZARD

- Area with Reduced Flood Risk due to Levee See Notes, Zone X

SCALE

Map Projection:
NAD83 UTM Zone 17N
Western Hemisphere; Vertical Datum: NGVD29

1 inch = 500 feet 1:6,000

0 250 500 1,000 Feet
0 75 150 300 Meters

FEMA
National Flood Insurance Program

NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP

MONROE COUNTY, FLORIDA
And Incorporated Areas
PANEL 1516 of 1585

Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
KEY WEST CITY	120168	1516	K
OF MONROE COUNTY	125129	1516	K

REVISED TO REFLECT LOMR
EFFECTIVE: February 26, 2015

VERSION NUMBER
1.1.1.0
MAP NUMBER
12087C1516K
EFFECTIVE DATE
FEBRUARY 18, 2005



20. **AMENDMENTS/MODIFICATIONS:** This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

21. **ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS:** No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased area. No restaurant or dining activities are to occur within the leased area. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

22. **ACOE AUTHORIZATION:** Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (ACOE) permit if it is required by the ACOE. Any modifications to the construction and/or activities authorized herein that may be required by the ACOE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

23. **COMPLIANCE WITH FLORIDA LAWS:** On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

24. **LIVEABOARDS:** The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

25. **GAMBLING VESSELS:** During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

30. **SPECIAL LEASE CONDITIONS:**

A. Lessee shall maintain for the term of this lease and any subsequent renewal periods the manatee informational display and manatee awareness signs.

B. All ships shall be moored within the boundaries of the lease area.

C. The city shall supply a list of all ships to be docked at the facility and their lengths.

D. The Lessee shall ensure that (a) no vessel shall be moored at the dock 45 minutes before or 45 minutes after daily estimated time of sunset as stipulated by the Dock Master; (b) no vessel using the lease facility shall operate in any manner which infringes upon the view of the horizon within this time period; (c) the Sunset Celebration activities on the Mallory dock shall be allowed to continue until and unless an agreement has been reached to move the Sunset Celebration activities to a mutually agreement site, with said agreement subject to approval from the Lessor; and (d) no more than 12 one-night variances per calendar year are allowed. With 14 days after each variance, the Lessee shall provide the Lessor's authorized agent an affidavit signed by the Lessee's authorized agent documenting the date of the occurrence of the variance. The affidavit shall be provided to the Division of State Lands, Florida Key Office, 2796 Overseas Highway, Suite 221, Marathon, FL 33050-4276 (305-289-2310).

E. The Lessor hereby agrees to the special provision of this lease which allows the subleasing of the leased structures for ancillary community sponsored cultural functions such as the "Sunset Celebration", and sports activities. However, the Lessee shall ensure that no ancillary activity will be conducted for a continuous period of time longer than 24 hours and that no super structures will be erected on the lease structure on either a permanent or temporary basis without the prior written consent of the Lessor's authorized agent.

WITNESSES:

Edith Green
Original Signature

Edith Green
Print/Type Name of Witness

Fredrica Jones
Original Signature

Fredrica Jones
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

BY: [Signature] (SEAL)

* Dale Adams, Operations and Management Consultant-
Manager, Bureau of Public Land Administration,
Division of State Lands, Department of Environmental
Protection, as agent for and on behalf of the Board of Trustees of
the Internal Improvement Trust Fund of the State of Florida
* Scott E. Woolam, Bureau Chief.

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 26th day of August, 2004, by
* Dale Adams, Operations and Management Consultant-Manager, Bureau of Public Land Administration, Division of State Lands,
Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust
Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

[Signature]
DEP Attorney

Florence L. Davis
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:



Florence L. Davis
MY COMMISSION # CC374568 EXPIRES
October 11, 2004
BONDED THROUGH FARM INSURANCE, A.C.

Commission/Serial No.

WITNESSES:

Deborah J. Dale
Original Signature

Deborah J. Dale
Typed/Printed Name of Witness

[Signature]
Original Signature

Tracy A. Decker
Typed/Printed Name of Witness

City of Key West, Florida (SEAL)

BY: [Signature]
Original Signature of Executing Authority

Julio Avel
Typed/Printed Name of Executing Authority

City Manager
Title of Executing Authority

"LESSEE"

STATE OF Florida

COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 2nd day of August, 2004, by
Julio Avel as City Manager for and on behalf of the City of Key West, Florida. He is personally known to me or who has
produced _____, as identification.

My Commission Expires:

March 22, 2007

Commission/Serial No. DD134360



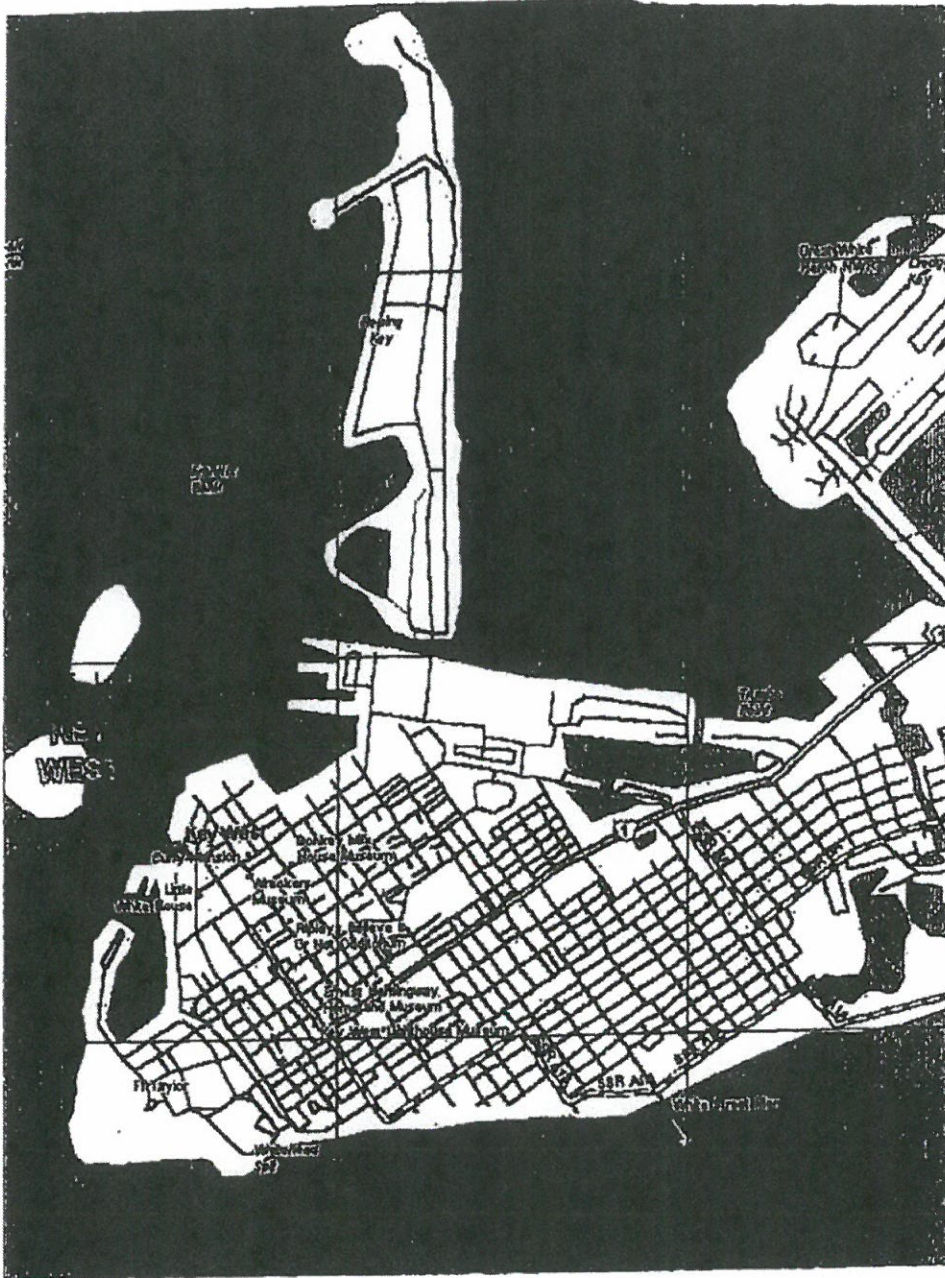
[Signature]
Notary Signature

Notary Public, State of Florida

Maria G. Batchiff
Printed, Typed or Stamped Name

LOCATION MAP

Doc# 1493547
Bk# 2888 P# 944



J.S.G.S. QUAD: KEY WEST

RECEIVED

OCT 06 2000

Sheet 1 of 3

D.E.P. Marathon

of Key West
West Bight

Public Purpose Survey		Dwn No.:	
Merged Land Lease		00-358	
1"=80'	Ref. file	Flood panel No. 1716 H	Dwn. By: F.H.H.
1/08/00		Flood Zone:	Flood Elev.
REVISIONS AND/OR ADDITIONS			
1: revise lease area			

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3157
Suit
Key
(30)
Fax

Attachment A
Page 6 of 12 Pages
SL No. 440769265

of keywest/ninth

LEGAL DESCRIPTION:

A parcel of submerged land adjacent to Lots 1,2,3,4 and 5 of Square 3, William A. Whitehead's Map or Plan of the Island of Key West, Monroe County, Florida, being more particularly described by metes and bounds as follows:
 Commencing at the intersection of the Westerly right-of-way boundary line of Wall Street with the Southerly right-of-way boundary line of Whitehead Street and running thence North 70°27'37" West along the said right-of-way line of Whitehead Street for a distance of 297.87 feet to the Point of Beginning; thence continue North 70°27'37" West for a distance of 212.13 feet; thence North 19°32'23" East for a distance of 664.0 feet; thence South 70°27'37" East for a distance of 145.0 feet to a point on the outside face of a concrete seawall and the Mean High Water line of the Gulf of Mexico; thence South 20°20'28" West along the said seawall and Mean High Water line for a distance of 150.0 feet; thence South 70°26'15" East along the said seawall and Mean High Water line for a distance of 37.09 feet; thence South 19°32'23" West along the said seawall and Mean High Water line for a distance of 464.0 feet; thence south 70° 27'37" East along the said Mean High Water line for a distance of 20.87 feet; thence South 16° 57'32" West along the said Mean High Water line for a distance of 50.05 feet back to the Point of Beginning.
 Contains 115,663 square feet, more or less.

SURVEYOR'S NOTES:

North arrow based on assumed median reference Bearing: Previous Deed
 5.4 denotes existing elevation
 elevations based on N.G.V.D. 1929 Datum
 Bench Mark No.: Basic Elevation: 14.324

Monumentation:

▲ = Found P.K. Nail, P.L.S. No. 2749

Abbreviations:

y. = Story
 /W = Right-of-Way
 = Plat
 = Measured
 = Deed
 H.W. = Mean High Water
 S.C. = Section
 T.P. = Township
 R. = Range
 T.S. = Not to Scale
 = Centerline
 lev. = Elevation
 B.M. = Bench Mark
 B = Concrete Utility Pole
 W = Wood utility Pole
 W = Wood Utility Pole

o/h = Overhead
 u/g = Underground
 F.F.L. = Finish Floor Elevation
 conc. = concrete
 C.B.S. = Concrete Block Stucco
 cov'd. = Covered
 wd. = Wood
 A/C = Air Conditioner
 P.O.C. = Point of Commence
 P.O.B. = Point of Beginning
 P.B. = Plat Book
 * = Light

-20.0 Denotes depth of Water at Mean Low Water
 Mean Low Water (-) 0.4
 Mean High Water 0.90

Deed 1493547
 Bk# 2888 Pg# 945

Field Work performed on: 7/1/00

concrete Seawall +1000 feet South, 800'± North, also Riprap and sandy Beach (Pier House)
 12 L.F. Lies along State Owned Lands
 legal Description from I.I.T.F., No. 440769265, revised 8/10/00

CERTIFICATION:

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

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

RECEIVED

SEP 10 2000

REC'D

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

Sheet 3 of 3

of Key West			
West Bight			
Specific Purpose Survey			Deed No.:
merged Land Lease			00-356
1"=80'	Ref. file	Flood panel No. 1716 H	Own. By: F.H.H.
3/08/00		Flood Zone:	F
REVISIONS AND/OR ADDITIONS			
Do: revise lease area			
Attachment A			
Page 7 of 12 Pages			
SL-No. 440769265			
of keywest/bight			

FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 Northside Drive
 Aite 101
 Key West, FL 33040
 (305) 293-0488
 fax. (305) 293-0237

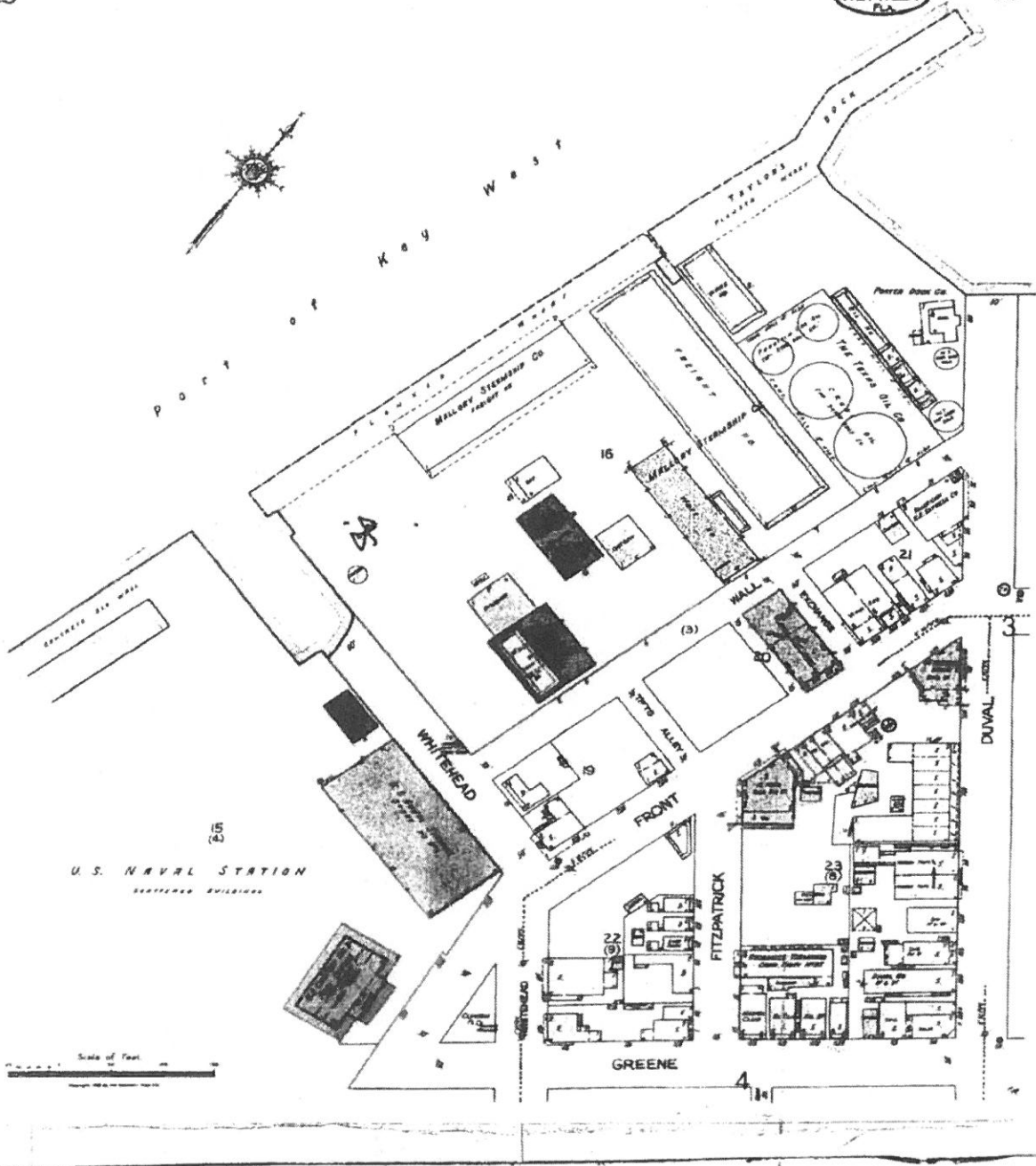
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FEB 925
KEY WEST
FLA

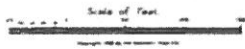
2



Port of Key West



U.S. NAVAL STATION
SOUTHERN BUILDING

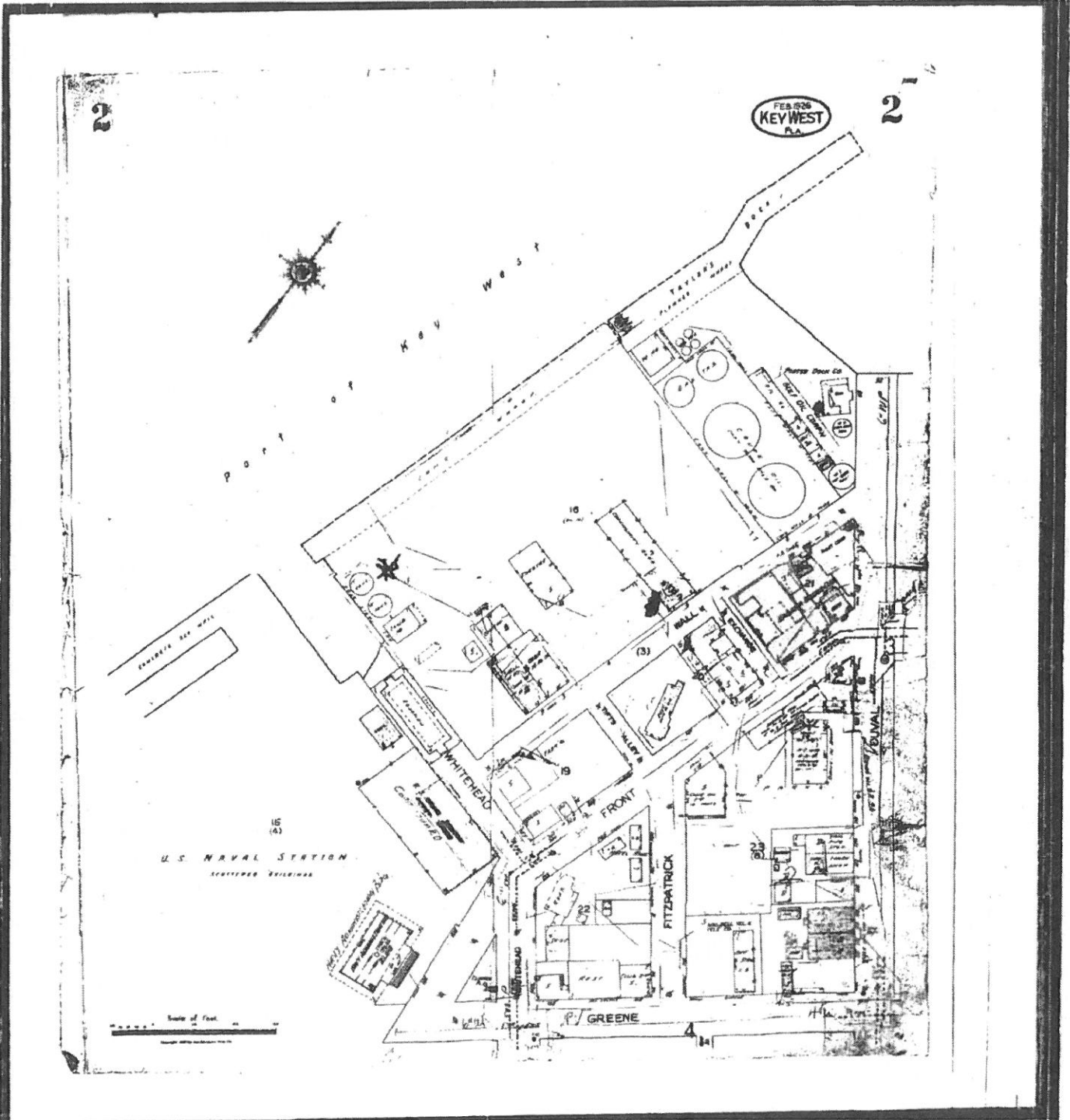


The Sanborn Library, LLC

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1000 Republic Avenue
St. Paul, MN 55102

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Environmental Data Resources, Inc.

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Monroe County Property Appraiser
500 Whitehead Street
Key West, FL

PALMIS

**Legend
2009 Aerials**

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

Date Created: July 15, 2010 2:03 PM



Monroe County Property Appraiser
 500 Whitehead Street
 Key West, FL

PALMIS

Legend
2006 Aerials

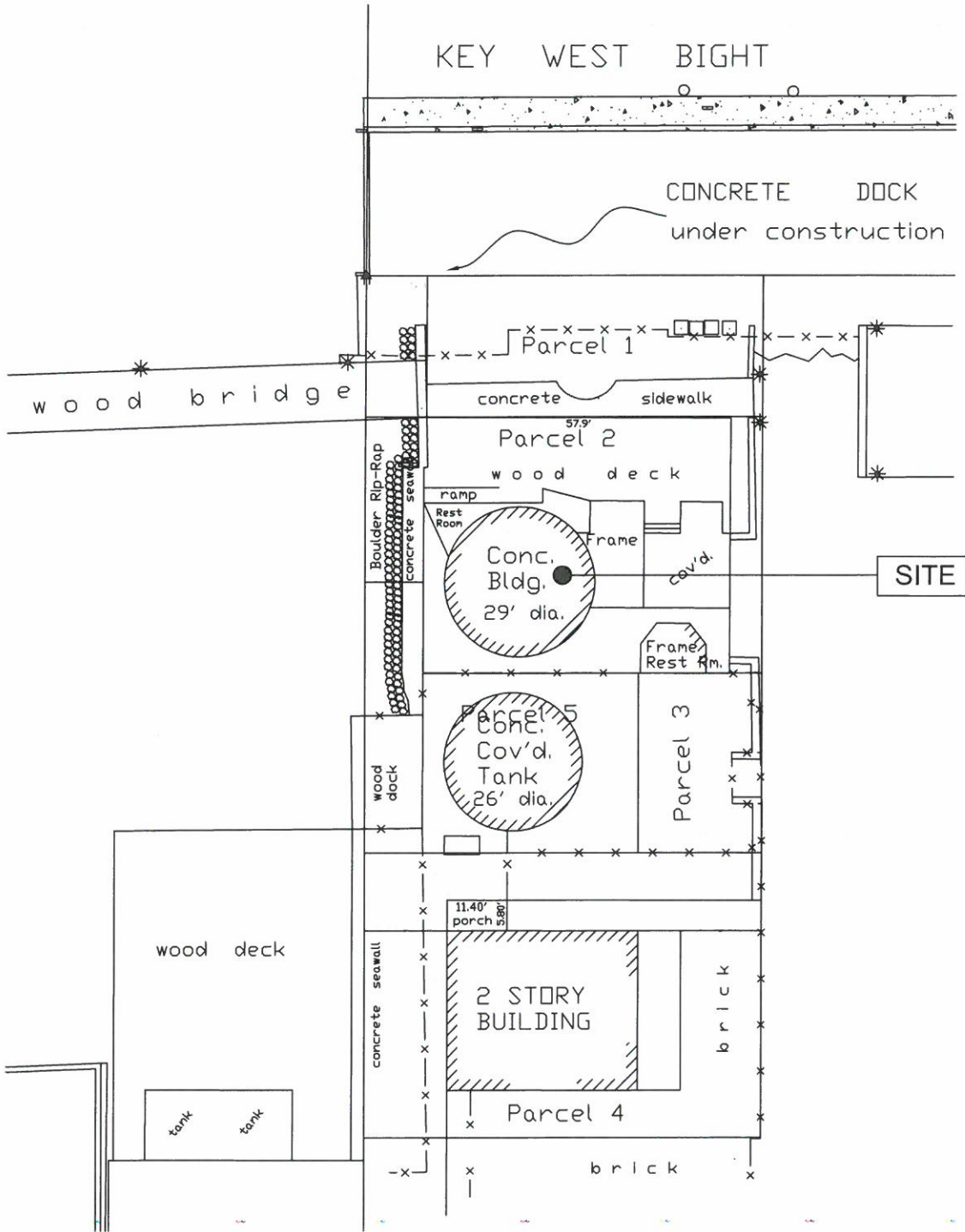
DISCLAIMER: The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot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

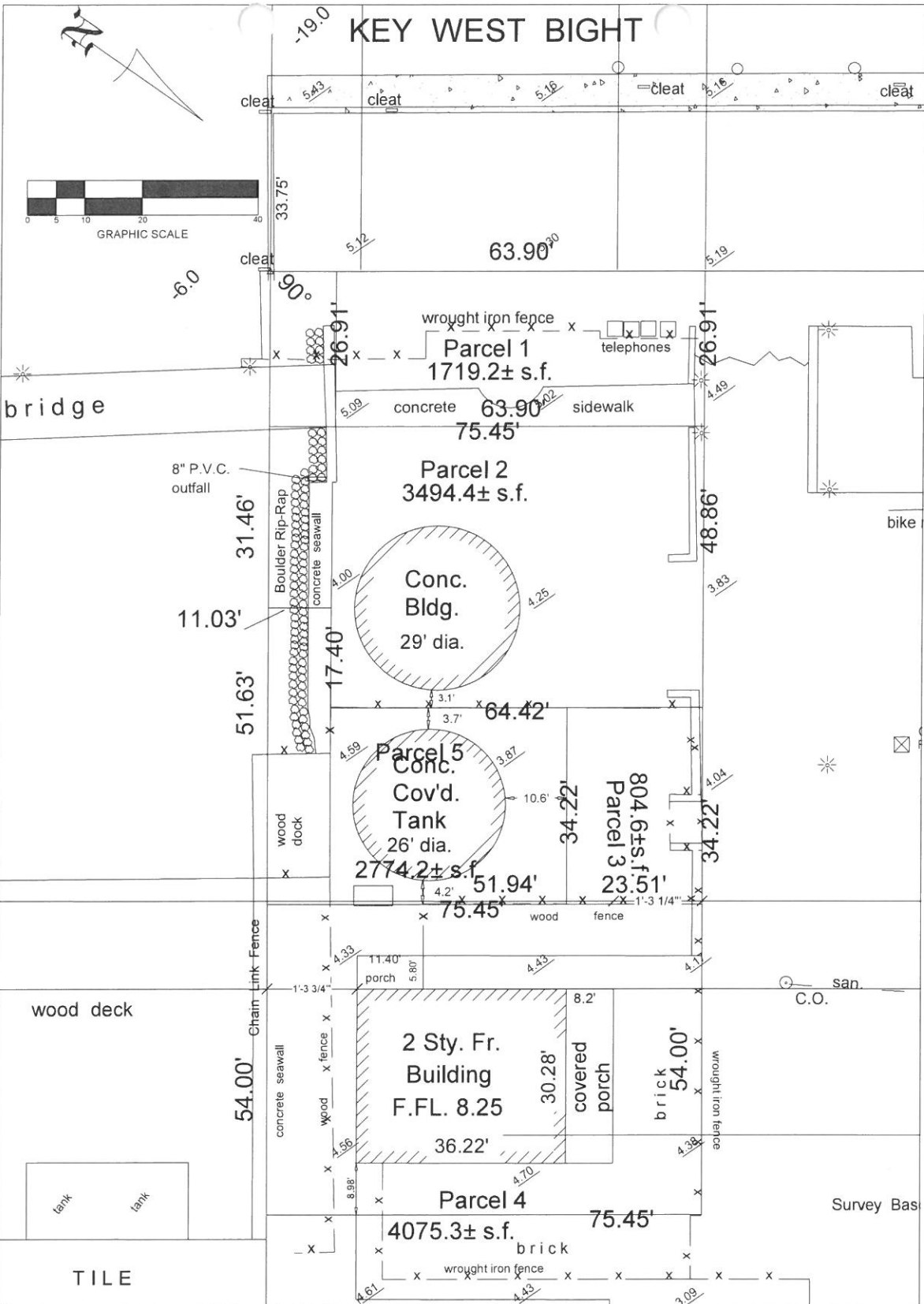
Date Created: July 15, 2010 2:05 PM



830 CRANE BOULEVARD SUGARLOAF KEY, FLORIDA 33042
TEL: (305) 294-9993 FAX: (850)939-3953
C.A.#28984

SHEET: ATT-B
DATE: 08-06-10
BY: EKM
JOB # _____





City of Key West
Mallory Square

Lease Areas

Scale: 1"=20'

Date: 1/28/10

Ref.
file

Flood panel No.
1516K
Flood Zone:

Dwn No.:
10-108

Dwn. By: F.H.H.
Flood Elev.

REVISIONS AND/OR ADDITIONS

f:/datafred/dwg/cityofkeywest/lease2

ISLAND SURVEYING INC.
ENGINEERS PLANNERS SURVEYORS

3152 Northside Drive
Suite 12101
Key West, FL 33040
(305) 293-0466
Fax: (305) 293-0237
fnldeb1@bellsouth.net

Engineer Report

**Cable Storage Structure
Mallory Square
Key West, Florida 33040**

August 3, 2010



SeaTech Inc.

830 Crane Boulevard
Sugarloaf Key, Florida 33042
Phone (305) 872-0888
Fax (305) 872-8898

7552 Navarre Parkway, Suite 7
Navarre, Florida 32566
Phone (850) 939-3959
Fax (850) 939-3953

**Cable Storage Structure
Mallory Square
Key West, Florida 33040**

TABLE OF CONTENTS

Section 1Scope of Work
Section 2 Existing Conditions
Section 3 History
Section 4 Findings & Discussion
Section 5 Conclusions & Recommendations
Section 6 Photographs

Attachment ALocal Map
Attachment B.....Site Map

Section 1: Scope of Work

The purpose of this Engineer Report is to provide a professional evaluation of the Cable Storage Structure on Parcel 2 at Mallory Square, Key West, Florida.

Section 2: Existing Conditions

The Cable Storage Building is located at Mallory Square, Key West, Florida. (See Attachment A, Local Map and Attachment B, Site Map)

The Mallory Square property includes five parcels at the south side of the property. There is a cable storage structure on Parcel 2 and another on Parcel 3. The Cable Storage Building on Parcel 2 is the subject of this report.

The building has a circular footprint and was constructed with a concrete foundation and concrete walls that extend approximately five feet above grade. There are wood framed walls that extend an additional three feet (approx.) above the concrete walls. The building has a wood framed roof system. There is a wood framed floor system inside the building near grade level that is elevated above the bottom of the concrete foundation.

Section 3: History

The Cable Storage Building was originally used to store underwater cables. It was most recently used to house a kitchen to support the operations of a restaurant. The Cable Storage Building is currently being considered for use as part of a proposed restaurant on Mallory Square. The building is a non-contributing historic building that the Historic Architectural Review Commission is requesting to be integrated into the new restaurant plans.

Sea Tech, Inc. was retained to provide an evaluation of the Cable Storage Structure in order to determine the feasibility of re-using the building.

Section 4: Findings & Discussion

The building observations were conducted between 22 July 2010 and 2 August 2010. The attendees included Mr. Paul R. Semmes, PE, Mr. John Paul Castro and Mr. Ryon LaChapelle representing SeaTech, Inc.

There was no invasive work requested or performed during the observation. The observations were made only of readily visible components of the building.

Access to the interior spaces of the building was limited due to the lack of lighting and the poor condition of the floor framing system.

The concrete structure was mostly concealed by wood framing and siding materials.

There were two openings in the concrete walls that extended from the grade level to the top of the concrete structure. The openings were three feet wide and six feet wide. There were other openings in the walls for ac units, venting, etc. There was no tie beam along the top of the concrete walls.

The wood floor framing system was damaged. There were rotted wood members and one third of the floor area appeared to be settled or failed. The floor framing system appeared to be unsafe.

The roof framing system was damaged. There were rotted and deteriorated wood framing members. The wood posts were rotted and deteriorated.

Section 5: Conclusions & Recommendations

The Cable Storage Building is in poor condition. The floor framing system presents an immediate danger for injury, the roof framing system has deteriorated to the degree that the serviceability and structural integrity of the system has been compromised and the concrete walls have been modified without any compensation for the loss of the wall section, thus compromising the structural integrity of the structure. The building is Substantially Damaged as defined by the 2007 Florida Building Code, Existing Building.

The building repairs required as described in this report are in excess of the 50% limitation exacted by the requirements of the Federal Emergency Management Act (FEMA). The repairs are estimated to be approximately \$75K and the value of the building is \$92K as established by the Monroe County Property Appraiser.

The building is unsafe and should be provided with adequate barriers to prevent any entry into the building until the unsafe conditions have been remedied.

Paul R. Semmes, PE

Section 6: Photographs

BUILDING EXTERIOR



Picture #1



Picture #2

BUILDING EXTERIOR



Picture #3



Picture #4

ROTTED WOOD FRAMING



Picture #5



Picture #6



Picture #7

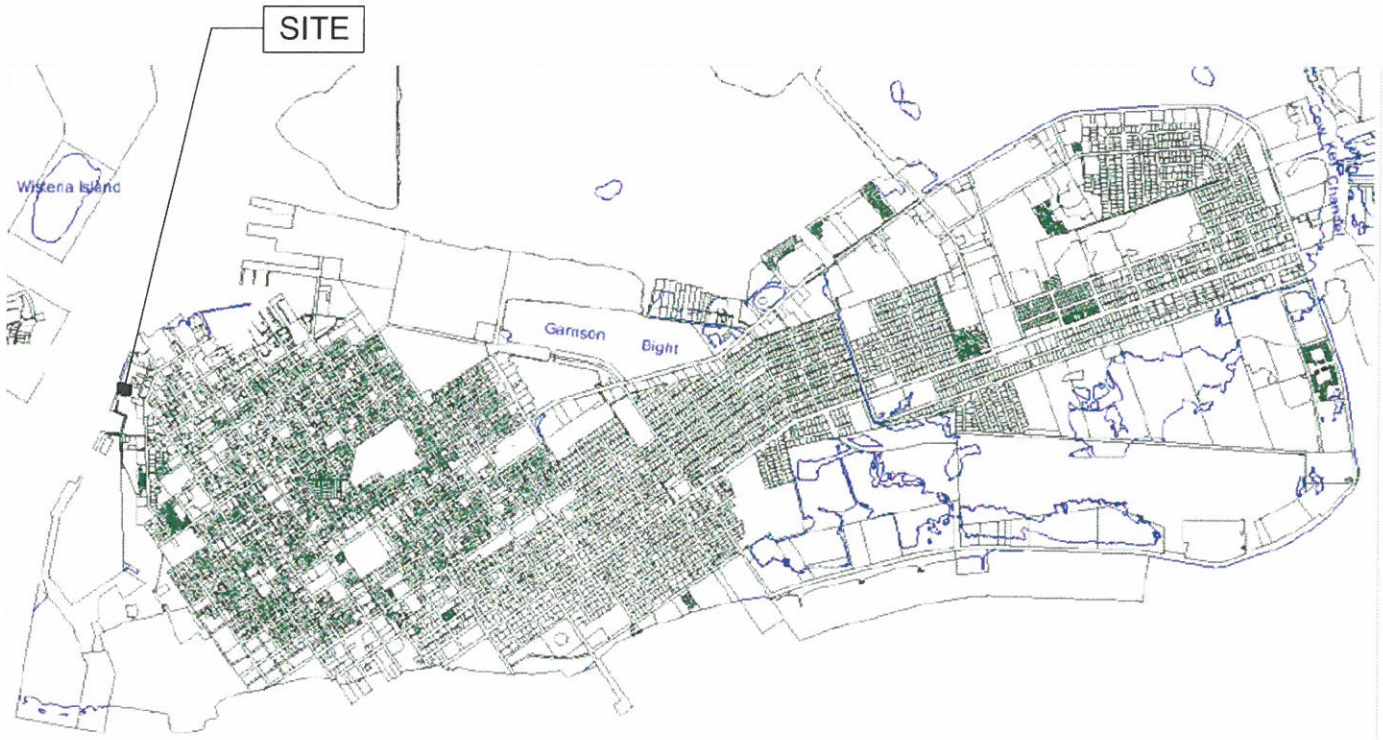


Picture #8



830 CRANE BOULEVARD SUGARLOAF KEY, FLORIDA 33042
TEL: (305) 294-9993 FAX: (850)939-3953
C.A.#28984

SHEET: ATT-A
DATE: 08-06-10
BY: EKM
JOB #



Property Appraiser Information



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

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

Property Record Card -

Maps are now launching the new map application version.

Alternate Key: 8757778 Parcel ID: 00072082-001100

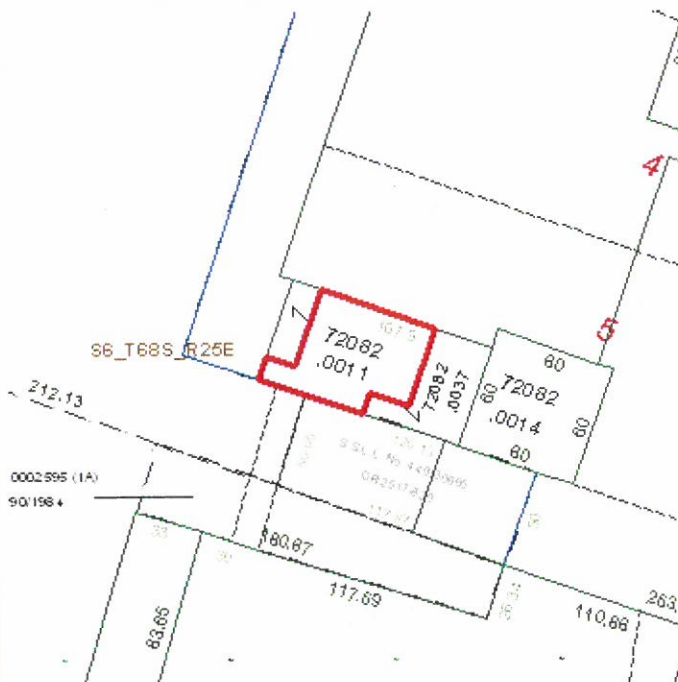
Ownership Details

Mailing Address:
CITY OF KEY WEST
PO BOX 1409
KEY WEST, FL 33041-1409

Property Details

PC Code: 89 - MUNICIPAL OTHER THAN (PC/LIST)
Millage Group: 10KW
Affordable Housing: No
Section-Township-Range: 06-68-25
Property Location: 1 MALLORY SQUARE KEY WEST
Legal Description: (F/K/A ISLAND ADVENTURES OF KEY WEST LEASE) EXPIRED 1/31/95 G64-274/275

Click Map Image to open interactive viewer





Exemptions

Exemption	Amount
15 - MUNICIPAL LANDS	1,798,414.00

Land Details

Land Use Code	Frontage	Depth	Land Area
100W - COMMERCIAL WATERFRON	47	58	2,992.00 SF

Building Summary

Number of Buildings: 1
 Number of Commercial Buildings: 1
 Total Living Area: 703
 Year Built: 1986

Building 1 Details

Building Type	Condition <u>E</u>	Quality Grade 350
Effective Age 13	Perimeter 136	Depreciation % 15
Year Built 1986	Special Arch 0	Grnd Floor Area 703
Functional Obs 0	Economic Obs 0	

Inclusions:

Roof Type	Roof Cover	Foundation
Heat 1	Heat 2	Bedrooms 0
Heat Src 1	Heat Src 2	

Extra Features:

2 Fix Bath 0	Vacuum 0
3 Fix Bath 0	Garbage Disposal 0
4 Fix Bath 0	Compactor 0
5 Fix Bath 0	Security 0

6 Fix Bath 0
 7 Fix Bath 0
 Extra Fix 7

Intercom 0
 Fireplaces 0
 Dishwasher 0

No sketch available to display

Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA		1	1988					616
2	FLA		1	1988					87

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	15952	OFF BLDG-1 STY-D	100	N	Y
	15953	OFF BLDG-1 STY-D	100	N	N

Exterior Wall:

Interior Finish Nbr	Type	Area %
5488	AB AVE WOOD SIDING	29
5489	C.B.S.	71

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	WD2:WOOD DECK	625 SF	25	25	1987	1988	3	40
2	WD2:WOOD DECK	1,688 SF	0	0	1987	1988	2	40
3	DK4:WOOD DOCKS	672 SF	56	12	1985	1986	1	40
4	SW2:SEAWALL	448 SF	56	8	1979	1980	4	60

Appraiser Notes

#1 MALLORY SQUARE

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
	9704298	12/22/1997	12/21/1999	1,000		GUTTERS
	9800138	01/14/1998	12/21/1999	5,000		ELECTRICAL
	04-3507	11/10/2004		2,000		DEDUCT METER
	04-3668	11/29/2004		23,995		FENCE, GATES

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
2014	85,890	26,319	1,683,880	1,796,089	1,701,645	1,796,089	0
2013	87,910	26,874	1,432,166	1,546,950	1,546,950	1,546,950	0
2012	87,910	27,430	1,432,166	1,547,506	1,547,506	1,547,506	0
2011	88,921	28,628	1,432,166	1,549,715	1,549,715	1,549,715	0
2010	90,942	29,798	1,307,511	1,428,251	1,428,251	1,428,251	0
2009	92,963	31,431	1,496,000	1,620,394	1,618,969	1,620,394	0
2008	92,963	32,427	1,346,400	1,471,790	1,471,790	1,471,790	0
2007	69,951	28,394	1,346,400	1,444,745	1,444,745	1,444,745	0
2006	69,951	26,559	463,760	560,270	560,270	560,270	0
2005	71,440	27,735	374,000	473,175	473,175	473,175	0
2004	72,880	28,698	344,080	445,658	445,658	445,658	0
2003	72,880	30,010	329,120	432,010	432,010	432,010	0
2002	72,880	30,838	329,120	432,838	432,838	432,838	0
2001	72,880	32,148	329,120	434,148	434,148	434,148	0
2000	72,880	11,362	269,280	353,522	353,522	353,522	0
1999	72,880	11,780	269,280	353,940	353,940	353,940	0
1998	48,700	12,110	269,280	330,090	330,090	330,090	0
1997	49,676	12,567	263,296	325,539	325,539	325,539	0

1996	45,160	12,857	263,296	321,313	321,313	321,313	0
1995	45,160	13,313	263,296	321,769	321,769	0	321,769
1994	45,160	13,645	263,296	322,101	322,101	0	322,101
1993	45,160	14,060	263,296	322,516	322,516	0	322,516
1992	45,160	14,392	263,296	322,848	322,848	0	322,848
1991	45,160	14,847	258,016	318,023	318,023	0	318,023
1990	45,186	15,138	235,293	295,617	295,617	0	295,617
1989	45,186	15,594	234,560	295,340	295,340	0	295,340

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.

There are no sales to display for this parcel.

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



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

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

Property Record Card -

Maps are now launching the new map application version.

Alternate Key: 8757808 Parcel ID: 00072082-001400

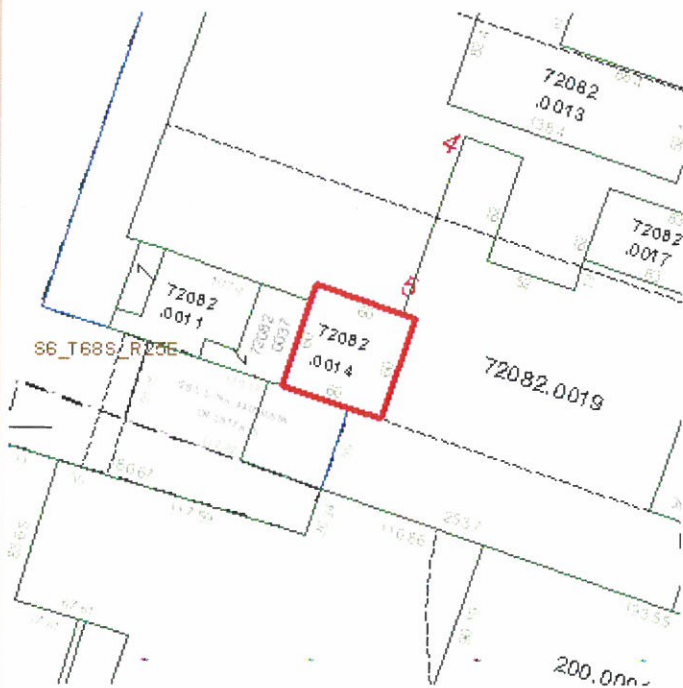
Ownership Details

Mailing Address:
CITY OF KEY WEST
PO BOX 1409
KEY WEST, FL 33041-1409

Property Details

PC Code: 77 - CLUBS, LODGES (PC/LIST)
Millage Group: 10KW
Affordable Housing: No
Section-Township-Range: 06-68-25
Property Location: 10 MALLORY SQUARE KEY WEST
Legal Description: (OLD ISLAND RESTORATION FOUNDATION INC LEASE) G64-274/275

Click Map Image to open interactive viewer





Exemptions

Exemption	Amount
12 - NON-PROFIT	1,963,120.00

Land Details

Land Use Code	Frontage	Depth	Land Area
100D - COMMERCIAL DRY	60	60	3,600.00 SF

Building Summary

Number of Buildings: 1
 Number of Commercial Buildings: 1
 Total Living Area: 1080
 Year Built: 1938

Building 1 Details

Building Type	Condition E	Quality Grade 500
Effective Age 19	Perimeter 132	Depreciation % 23
Year Built 1938	Special Arch 0	Grnd Floor Area 1,080
Functional Obs 0	Economic Obs 0	

Inclusions:

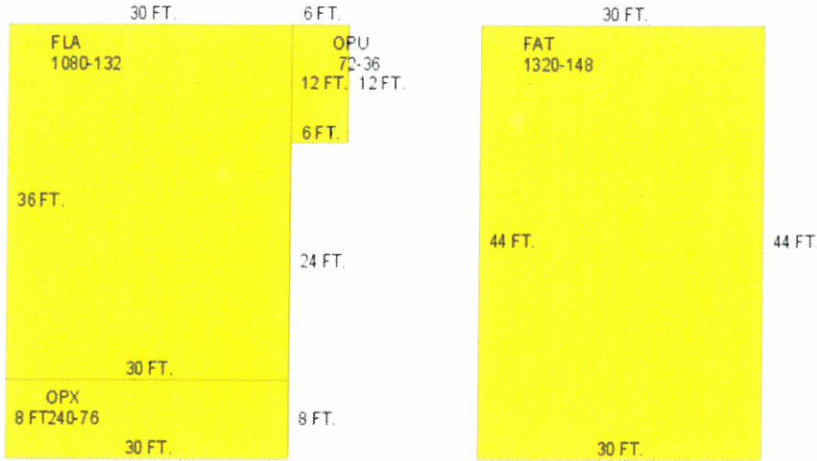
Roof Type	Roof Cover	Foundation
Heat 1	Heat 2	Bedrooms 0
Heat Src 1	Heat Src 2	

Extra Features:

2 Fix Bath 0	Vacuum 0
3 Fix Bath 0	Garbage Disposal 0
4 Fix Bath 0	Compactor 0
5 Fix Bath 0	Security 0

6 Fix Bath 0
 7 Fix Bath 0
 Extra Fix 4

Intercom 0
 Fireplaces 0
 Dishwasher 0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	OPX		1	1988					240
2	FLA		1	1988					1,080
3	OPU		1	1988					72
4	FAT		1	1988					1,320

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	15962	OPX	100	N	N
	15963	TOURIST ATTRAC-B-	100	Y	Y
	15964	OPU	100	N	N
	15965	FAT	100	N	N

Exterior Wall:

Interior Finish Nbr	Type	Area %
5492	AB AVE WOOD SIDING	100

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	PT2:BRICK PATIO	420 SF	60	7	1979	1980	1	50

2	PT2:BRICK PATIO	77 SF	11	7	1979	1980	2	50
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Appraiser Notes

MALLORY SQUARE-- OLD ISLAND RESTORATION-HOSPITALITY HOUSE- #10 MALLORY SQUARE TPP 8610696 - OLD ISLAND RESTORATION FOUNDATION (EXEMPT)

Building Permits

Bldg Number	Date Issued	Date Completed	Amount	Description	Notes
B942155	06/01/1994	12/01/1994	3,400		REPAIRS & MODIFICATIONS
B953897	11/01/1995	12/01/1995	2,500		REPAIRS
9700923	03/01/1997	12/01/1997	1,960		ROOF REPAIRS
0103340	10/24/2001	12/04/2001	18,000		RENOVATIONS/HANDICAP RAMP
0103340	12/10/2001	09/10/2002	18,000		ELECTRICAL

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
2014	206,593	1,323	1,755,072	1,962,988	1,852,149	1,962,988	0
2013	206,593	1,323	1,475,856	1,683,772	1,683,772	1,683,772	0
2012	217,326	1,323	1,475,856	1,694,505	1,694,505	1,694,505	0
2011	217,326	1,323	1,475,856	1,694,505	1,575,255	1,694,505	0
2010	228,058	1,323	1,363,968	1,593,349	1,432,050	1,593,349	0
2009	228,058	1,390	1,607,400	1,836,848	1,301,864	1,836,848	0
2008	228,058	1,455	954,000	1,183,513	1,183,513	1,183,513	0
2007	166,054	1,522	954,000	1,121,576	1,121,576	1,121,576	0
2006	166,054	1,587	504,000	671,641	671,641	671,641	0
2005	167,963	1,654	396,000	565,617	565,617	565,617	0
2004	171,775	1,721	360,000	533,496	533,496	533,496	0
2003	171,775	1,786	295,200	468,761	468,761	468,761	0
2002	171,775	1,853	295,200	468,828	468,828	468,828	0
2001	163,383	1,918	295,200	460,501	460,501	460,501	0
2000	163,383	635	187,200	351,218	351,218	351,218	0
1999	163,383	657	187,200	351,240	351,240	351,240	0
1998	108,922	677	187,200	296,799	296,799	296,799	0
1997	108,922	699	180,000	289,621	289,621	289,621	0
1996	99,020	720	180,000	279,740	279,740	279,740	0
1995	99,020	741	180,000	279,761	279,761	279,761	0
1994	99,020	762	180,000	279,782	279,782	279,782	0
1993	99,020	784	180,000	279,804	279,804	279,804	0

1992	99,020	805	180,000	279,825	279,825	279,825	0
1991	99,020	826	180,000	279,846	279,846	279,846	0
1990	99,020	848	188,100	287,968	287,968	287,968	0
1989	99,020	868	187,200	287,088	287,088	0	287,088

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.

There are no sales to display for this parcel.

This page has been visited 546,097 times.

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



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

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

Property Record Card -

Maps are now launching the new map application version.

Alternate Key: 8801131 Parcel ID: 00072082-003700

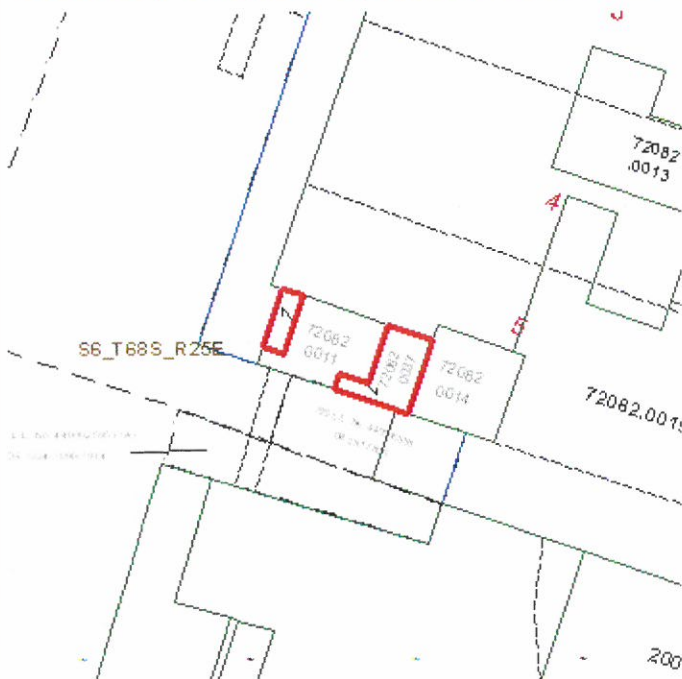
Ownership Details

Mailing Address:
CITY OF KEY WEST
PO BOX 1409
KEY WEST, FL 33041-1409

Property Details

PC Code: 21 - RESTAURANTS & CAFETERIAS
Millage Group: 10KW
Affordable Housing: No
Section-Township-Range: 06-68-25
Property Location: PT OF MALLORY SQ VACANT LAND KEY WEST
Legal Description: (TROPICAL SHELL AND GIFT INC LEASE DATED 2/20/85) G64-274/275

Click Map Image to open interactive viewer





Land Details

Land Use Code	Frontage	Depth	Land Area
100W - COMMERCIAL WATERFRON	0	0	2,038.00 SF
100D - COMMERCIAL DRY	0	0	774.00 SF

Building Summary

Number of Buildings: 1
Number of Commercial Buildings: 1
Total Living Area: 625
Year Built: 1950

Building 1 Details

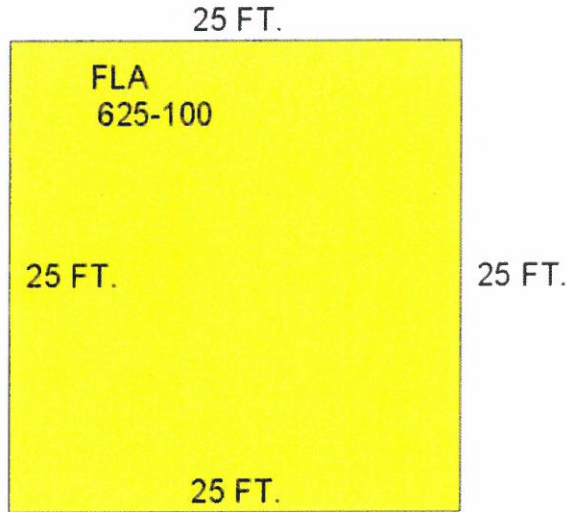
Building Type	Condition A	Quality Grade 350
Effective Age 22	Perimeter 100	Depreciation % 26
Year Built 1950	Special Arch 0	Grnd Floor Area 625
Functional Obs 0	Economic Obs 0	

Inclusions:

Roof Type	Roof Cover	Foundation
Heat 1	Heat 2	Bedrooms 0
Heat Src 1	Heat Src 2	

Extra Features:

2 Fix Bath 1	Vacuum 0
3 Fix Bath 1	Garbage Disposal 0
4 Fix Bath 0	Compactor 0
5 Fix Bath 0	Security 0
6 Fix Bath 0	Intercom 0
7 Fix Bath 0	Fireplaces 0
Extra Fix 1	Dishwasher 0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA		1	1993					625

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	16369	VACANT COMM	100	N	N

Exterior Wall:

Interior Finish Nbr	Type	Area %
5644	REIN CONCRETE	100

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	UB2:UTILITY BLDG	660 SF	0	0	1949	1950	1	50
2	FN2:FENCES	560 SF	140	4	1999	2000	2	30
3	WD2:WOOD DECK	216 SF	24	9	1999	2000	1	40

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
	9600712	02/01/1996	08/01/1996	2,000		ELECTRIC PERMIT
	9999999	11/05/1999	11/05/1999	1		REMODEL TO RESTAURANT
	9903174	10/25/1999	12/21/1999	3,000		INSTALL 10 NEW FIXTURES

9903174	09/16/1999	12/21/1999	3,000	REMODELING
9802425	08/10/1998	12/21/1999	2,800	FENCE
9903522	10/29/1999	12/21/1999	3,800	DECK
0103146	09/14/2001	12/04/2001	4,850	NEW COUNTER
0102798	09/17/2001	12/04/2001	6,000	NEW ELECTRICAL/200 AMP

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
2014	47,928	3,967	1,988,673	2,040,568	1,912,044	0	2,040,568
2013	110,868	4,088	1,684,691	1,799,647	1,738,222	0	1,799,647
2012	110,868	4,177	1,465,157	1,580,202	1,580,202	0	1,580,202
2011	113,477	4,279	1,465,157	1,582,913	1,508,597	0	1,582,913
2010	113,477	4,387	1,253,588	1,371,452	1,371,452	0	1,371,452
2009	114,781	4,489	1,357,336	1,476,606	1,368,594	0	1,476,606
2008	117,390	4,577	1,122,210	1,244,177	1,244,177	0	1,244,177
2007	87,389	4,699	1,122,210	1,214,298	1,214,298	0	1,214,298
2006	87,389	4,787	424,250	516,426	516,426	0	516,426
2005	70,700	4,890	339,890	415,480	415,480	0	415,480
2004	72,302	4,997	311,770	389,069	389,069	0	389,069
2003	72,302	5,100	287,648	365,050	365,050	0	365,050
2002	72,302	5,188	287,648	365,138	365,138	0	365,138
2001	72,302	5,310	287,648	365,260	365,260	0	365,260
2000	67,548	2,324	223,668	293,540	293,540	0	293,540
1999	0	1,056	177,813	178,869	178,869	0	178,869
1998	0	1,056	177,813	178,869	178,869	0	178,869
1997	0	1,056	173,208	174,264	174,264	0	174,264
1996	0	1,056	173,208	174,264	174,264	0	174,264
1995	0	1,056	173,208	174,264	174,264	0	174,264
1994	0	1,056	173,208	174,264	174,264	0	174,264
1993	0	1,056	173,208	174,264	174,264	0	174,264
1992	0	1,056	218,044	219,100	219,100	0	219,100

Parcel Sales History

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There are no sales to display for this parcel.