

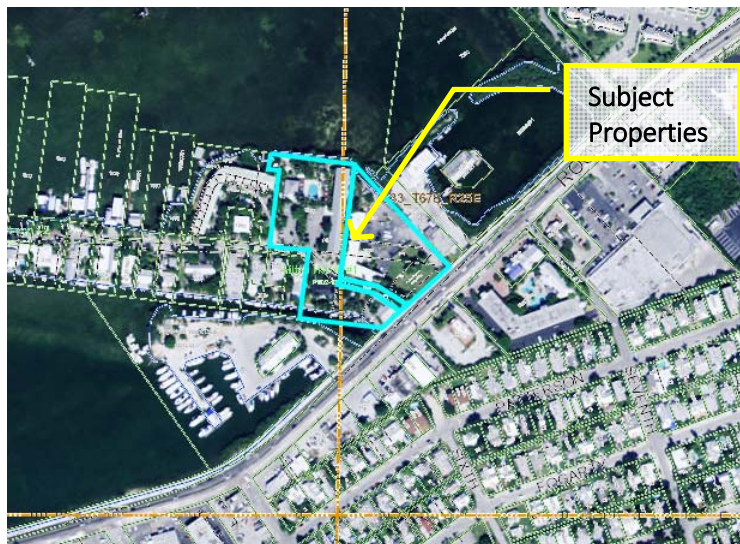
**THE CITY OF KEY WEST  
PLANNING BOARD  
Staff Report**



**To:** Chairman and Planning Board members  
**From:** Patrick Wright, Planner II  
**Through:** Thaddeus Cohen, Planning Director  
**Meeting Date:** December 17, 2015  
**Agenda Item:** **Major Development Plan - 2319 & 2401 North Roosevelt Boulevard (RE #00001990-000000, 00002000-000000, 00002080-000100, 00002260-000000; AK # 1002097, 1002101, 1002364, 8849401) - A request for major development plan for the reconstruction of 75 transient residential dwelling units on property located within the Commercial General (CG) Zoning District pursuant to Section 108-91.B.2.(a) of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.**

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**Request:** Major development plan for the reconstruction of 75 transient residential dwelling units.  
**Applicant:** Thomas E. Pope, P.A., Donna Bosold, Thomas T. McMurrain and Clint Oster  
**Property Owners:** Banana LLC and KW26 LLC  
**Location:** 2319 & 2401 North Roosevelt Boulevard  
(RE #00001990-000000, 00002000-000000, 00002080-000100, 00002260-000000; AK # 1002097, 1002101, 1002364, 8849401)  
**Zoning:** General Commercial – (CG)



**Background / Proposed Development:**

The subject properties are located along the 2300 and 2400 block of North Roosevelt Boulevard in the CG zoning district. The two parcels are bisected by Hilton Haven Drive. The property known as Banana Bay and the Wilma House contains 75 transient units spread across both parcels. The proposed development calls for the demolition and reconstruction of the existing 50 unit transient facility contained in 6 structures known as Banana Bay and an adjacent 25 guest rooms known as the Wilma House.

The site is proposed to be redeveloped as a 75 unit transient lodging facility of one three story structure containing 64 transient units and (9) nine two story transient cottages, as well as (1) one single story cottage and (1) one single story hotel handicapped accessible unit.

In order to allow the proposed development, the following development approvals would be necessary or are requested by the applicant:

- Major Development Plan review is required due to the reconstruction of eleven or more residential units, pursuant to Section 108-91.B.2.(a) of the Land Development Regulations (LDRs) of the Code of Ordinances (the “Code”) of the City of Key West (the “City”); and

**Surrounding Zoning and Uses:**

Surrounding properties are located within the General Commercial (CG), Medium Density Residential (MDR), Conservation Mangrove (CM). Surrounding uses include a mix of residential and commercial uses. Zoning districts within 300 feet of the property are CG, MDR, and CM.

**Process:**

Development Review Committee (DRC):	June 2, 2015
Preliminary Tree Commission:	November 10, 2015
Planning Board:	December 17, 2015
Final Tree Commission:	pending
City Commission:	pending
DEO review	Up to 45 days, following local appeal period

**Evaluation for Compliance with the Land Development Regulations (LDRs) and Comprehensive Plan**

City Code Section 108-91.B.2.(a) requires the reconstruction of eleven or more transient residential units to be reviewed as a Major Development Plan. City Code Section 108-196(a) states after reviewing a Major Development Plan or a Minor Development Plan for a property and staff recommendations therefor, the Planning Board shall act by resolution to approve, approve with conditions, or disapprove it based on specific development review criteria contained in the LDRs and the intent of the LDRs and comprehensive plan. The Planning Board resolution shall provide written comments documenting any conditions of approval that the Planning Board finds necessary to effectuate the purpose of Development Plan review and carry out the spirit and purpose of the Comprehensive Plan and the LDRs. If the Development Plan is recommended for disapproval, the Planning Board resolution shall specify in writing the reasons

for recommending such denial. The Planning Board’s decision on a Major Development Plan in the historic district shall be advisory to the City Commission.

Planning staff, as required by Chapter 108 of the City LDRs, has reviewed the following for compliance with the City's LDRs and Comprehensive Plan as summarized in the following table.

<b>Project Data Summary</b>				
<b>Dimensional Requirement</b>	<b>Required/ Allowed</b>	<b>Existing</b>	<b>Proposed</b>	<b>Change / Variance Required?</b>
Zoning District	CG			
Flood Zone	AE-8/AE-9			
Site size	173,256 sq. ft.			
Maximum density	16 du/acre	75 units = 18.85 du/acre	75 units = 18.85 du/acre	Existing Nonconforming
Maximum building coverage	40%	16.1% (27,884 sq. ft.)	17.1% (29,552 sq. ft.)	In compliance
Maximum impervious surface	60%	56.4% (97,796 sq. ft.)	59.8% (103,620 sq. ft.)	In compliance
Minimum lot size	15,000 SF	173,256 sq. ft.	173,256 sq. ft.	In compliance
Minimum front setback (N. Roosevelt)	50 feet	6.58 feet	75.6 feet	In compliance
Minimum side setback (West)	20 feet	12.3 feet	20 feet	In compliance
Minimum Florida Bay setback (East)	30 feet	8.92 feet	33.2 feet	In compliance
Minimum rear setback	50 feet	30.1 feet	68.8 feet	In compliance
Minimum vehicular parking (single-family)	1 space per lodging unit and 1 space for manager (76 spaces)	103 spaces	103 spaces	In compliance
Minimum open space	35%	44% (75,460 sq. ft.)	40% (69,636 sq. ft.)	In compliance

**Concurrency Facilities and Other Utilities or Services (City Code Section 108-233)**

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

analysis as part of the Major Development Plan application. Staff reviewed the provided concurrency analysis following the criteria in City Code Section 94-36 and determines that public facilities are expected to accommodate the proposed development at the adopted level of service (LOS) standards. This portion of the report shall serve as the required written determination of compliance.

**1. Potable water supply**

As there is no net increase in number of units the following concurrency calculations show both the existing and proposed demands. The potable water LOS standard for nonresidential uses is 650 gallons per acre per day, pursuant to City Code Section 94-68. Utilizing this LOS standard, potable water demand is estimated as follows:

Based on total acres of land area:  $650 \text{ gal/acre/day} \times 3.98 \text{ acres} = 2,587 \text{ gal/day}$

Therefore, the adopted potable water LOS standard is anticipated to be adequate to serve the proposed development. The property is currently serviced with potable water by the Florida Keys Aqueduct Authority (FKAA), which has been notified of the upcoming development and has available capacity to service the proposed development with the existing infrastructure currently in place.

**2. Wastewater management**

As there is no net increase in number of units the following concurrency calculations show both the existing and proposed demands. The sanitary sewer LOS standard for residential uses is 660 gallons per acre per day, pursuant to City Code Section 94-67. Utilizing this LOS standard, sanitary sewer capacity demand is estimated as follows:

Based on per capita residential:  $660 \text{ gal/acre/day} \times 3.98 \text{ persons} = 2,626 \text{ gal/day}$

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

**3. Water quality**

The property is served by the City’s central sewer system. The property is not adjacent to any bodies of water. Therefore, no adverse impacts to water quality are anticipated.

**4. Stormwater management / drainage**

The stormwater management or drainage LOS standard pursuant to City Code Section 94-69 is: i) post-development runoff shall not exceed predevelopment runoff for a 25-year storm event, up to and including an event with a 24-hour duration; ii) onsite treatment of the first one inch of rainfall must be provided to meet water quality standards; and iii) storm water facilities must be designed so as to not degrade any receiving water body.

A drainage plan was submitted indicating that a full stormwater management system would be installed. Stormwater would be retained on-site through an exfiltration trench. Impervious and open space is being increased on the site. Therefore, no adverse impacts to stormwater management or drainage facilities are anticipated.



**5. Solid waste**

As there is no net increase in number of units the following concurrency calculations show both the existing and proposed demands. The solid waste LOS standard for residential uses is 6.37 pounds per capita per day, pursuant to City Code Section 94-71. The proposed development is anticipated to accommodate 42.5 persons. Utilizing this LOS standard, the demand for solid waste collection and disposal capacity is estimated as follows:

Proposed development:        6.37 lb/capita/day x 187.5 persons (2.5 per unit) = 1,194.3 lbs/day

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

**6. Roadways**

The roadway LOS standard is set forth in City Code Section 94-72. A traffic study was not required as there is no net increase in units, roadway levels of service will not be affected.

**7. Recreation**

The recreation LOS standard is five acres of recreation and open space per 1,000 permanent residents pursuant to City Code Section 94-70. According to the 2013 Comprehensive Plan Data and Analysis, the City is currently providing ample recreation and open space.

**8. Fire Protection**

A satisfactory life safety plan was provided to the Fire Department. The proposed development shall comply with the life safety requirements per the Fire Marshall’s direction.

**9. Reclaimed water system**

No reclaimed water system is being proposed.

**10. Other public facilities**

Based on comments received from the DRC members, and based on the Applicant’s concurrency analysis, all public facilities would be expected to accommodate the proposed development at the adopted LOS standards.

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

The development plan shall satisfy criteria established in:

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

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

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

The proposed site plan is analyzed in greater detail below. Open space will be increasing as a result of the proposed reconstruction, existing screening and buffers to remain the same.

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

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

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

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

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

- (a) *Compliance.* The submitted development plan has been reviewed for compliance with all applicable performance criteria set forth in Code Chapter 94 (concurrency management), Code Chapter 102 (historic preservation), Code Chapter 106 (performance standards), Articles I and III through IX of Code Chapter 108 (planning and development), Code Chapter 110 (resource protection) and Code Chapter 114 (signs).
- (b) *Vicinity map.* A location map is indicated on the survey.
- (c) *Land use compatibility.* Properties within 100 feet are located within the CG, MDR and CM Zoning Districts. Adjacent land uses within 300 feet include a mix of residential and commercial uses. No unincorporated parts of the county are located nearby, nor would any be impacted by the proposed development.
- (d) *Historic and archeological resource protection.* The project is not located in the Key West Historic District.
- (e) *Subdivision of land.* No subdivision of land is proposed at this time.

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

The Applicant submitted a development plan that generally exhibits harmonious overall design characteristics in compliance with the performance standards stipulated in Code Sections 108-278 through 108-288, as analyzed and reflected in the staff recommendation below.

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

The Applicant submitted a site plan pursuant to City Code Section 108-237, which is analyzed in greater detail below.

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

The Applicant submitted architectural drawings prepared by a professional architect registered in Florida pursuant to City Code Section 108-238.

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

Proposed site amenities include 103 off-street parking spaces, improved open space, landscaping and stormwater management as well as a reduction of existing nonconformities on the site. Additional amenities include a swimming pool, tiki shelter, and food service area limited to registered guests This project also qualifies for the 1% set-aside for public art.

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

The Applicant submitted a site survey pursuant to City Code Section 108-240.

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

Not applicable.

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

No environmentally sensitive areas are located on or near the property, which is located within the AE-8 and AE-9 flood zones.

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

- (a) *Land clearing, excavation and fill.* The existing land is currently developed, no excavation or fill are being proposed.
- (b) *Tree protection.* The City's Urban Forestry Manager and the Tree Commission are reviewing the proposed tree removal and landscape plans. Conceptual approval was granted on November 10, 2015.
- (c) *Landscaping plan.* The submitted plan indicates new landscaping incorporated throughout the site. Landscaped open space would be increased above the existing amount. The landscape plan received preliminary conceptual approval at the November 10, 2015 Tree Commission meeting. Final landscape approval will be required before the project moves to City Commission. No environmentally sensitive areas exist.
- (d) *Irrigation plan.* An irrigation plan was provided and reviewed by the Tree Commission.

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

The applicant is going to maintain 103 parking spaces spread throughout the site. The proposed plan will incorporate (36) thirty six bicycle spaces.

**Housing (City Code Section 108-245)**

The existing number of units would not change. As mentioned above the property contains a total of 75 transient units. No affordable units are proposed as part of this development.

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

An analysis of estimated average ad valorem tax yield from the proposed project was not submitted by the applicant. However, it is expected the tax yield would be greater than that from the existing improvements on the property. No construction expenditure was given by the applicant.

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

- (a) The relationship of the proposed development to the City's land use plans, objectives and policies is being evaluated as part of this analysis. The relationship of the proposed development to public facilities was evaluated above and no conflicts were identified.
- (b) The project located is not located within the historic district and is in the AE-8/AE-9 flood zone.
- (c) No unincorporated portions of the county would be impacted by the proposed development.

- (d) Shoreline access will not be impeded.
- (e) No special facilities are proposed to accommodate bus ridership, although the property is served by routes running along North Roosevelt Boulevard.
- (f) No energy saving devices are being proposed
- (g) The property is located within the AE-8 and AE-9 flood zone
- (h) The proposed development would increase open space.
- (i) Coordination with applicable agencies is being facilitated through the DRC.
- (j) No wetlands or submerged land would be impacted.

**Construction management plan and inspection schedule (City Code Section 108-248)**

The project would be completed in two phases. A basic construction schedule not submitted. Temporary construction fencing and erosion barrier shall be installed and maintained during all phases of demolition and construction. All City streets and sidewalks shall be kept clean and safe during all phases of demolition and construction.

**Truman Waterfront Port facilities (City Code Section 108-249)**

Not applicable.

**Site plan (City Code Chapter 108, Article III)**

The City shall not approve a site plan unless a finding is made that such site plan conforms to all applicable sections of the LDRs, pursuant to City Code Section 108-276, as analyzed below.

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

The CG zoning district allows transient dwellings as a permitted use. The current site location will not change, only the layout of the units.

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

The proposed buildings are harmonious and meet the intent of 108-277.

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

Mechanical equipment utility hardware and waste storage areas screening and location will be provided be depicted sheet A1.01 of the plans.

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

The City will coordinate the location and type of refuse containers with Waste Management to ensure adequate service access.

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

A trash compactor is proposed on-site as depicted on sheet A1.01 of the plans.

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

No change in utility lines is being proposed. At time of building permit review KEYS Energy will do a full project review.

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

No commercial and manufacturing activities are proposed other than transient units.

**Exterior lighting (City Code Section 108-284)**

An exterior lighting plan was provided and is in the attached plan set.

**Signs (City Code Section 108-285)**

Any new signage would have to meet code requirements and obtain building permits.

**Pedestrian sidewalks (City Code Section 108-286)**

The plans indicate pedestrian access to be maintained and incorporated throughout the site.

**Loading docks (City Code Section 108-287)**

A loading dock is proposed on-site as depicted on sheet A1.01 of the plans.

**Storage areas (City Code Section 108-288)**

No exterior storage areas are proposed.

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

No work would impact a floodplain or a conservation area. A proposed stormwater management would address drainage and runoff from the site. Any vegetation removal is being reviewed by the Urban Forestry Manager and the Tree Commission. Temporary fencing and silt barriers shall be in place during demolition and construction to prevent soil and debris from running into City streets and sidewalks.

**Landscaping (Code Chapter 108, Article VI)**

A landscape plan is required as part of development plan review, pursuant to City Code Section 108-411. The submitted plan indicates landscaping incorporated along the perimeters of the property, as well as within the proposed redevelopment area. Nonetheless, full compliance with all landscape buffer requirements of the LDRs is not proposed. The Applicant is requesting modifications and waivers, pursuant to City Code Section 108-517, as outlined in the table on the following page.

<b>Landscaping Modification / Waiver Summary</b>				
<b>Landscaping Type</b>	<b>Minimum Required</b>	<b>Existing</b>	<b>Proposed</b>	<b>Change/Waiver</b>
Street frontage (Sec. 108-413)	40 foot right-of-way buffer	NA	20 foot buffer	Modification requested
North Roosevelt Blvd.				

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

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

Given the challenges and trade-offs of fully complying with all of the various landscaping requirements of the LDRs, staff recommends approval of the requested landscape modifications and waivers.

**Off-street parking and loading (Code Chapter 108, Article VII)**

The code requires one space per dwelling unit for both transient and non-transient with an additional manager’s space, this would bring the total required parking to 76 spaces. The applicant has provided a total of 103 off street spaces.

**Stormwater and surface water management (Code Chapter 108, Article VIII)**

A stormwater management plan was submitted indicating that surface water management is designed for the 25-year/72-hour storm event, as required. Stormwater would be retained on-site through an exfiltration trench.

**Utilities (Code Chapter 108, Article IX)**

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

**Art in Public Places (City Code Section 2-487)**

The proposed development, being a Major Development Plan, qualifies for the City's Art in Public Places (AIPP) program, pursuant to City Code Section 2-487. The AIPP program requires 1% of construction costs to be set-aside for the acquisition, commission and installation of artwork on the subject property. The program applies to new construction projects exceeding \$500,000 and renovation projects exceeding \$100,000. A construction cost estimate was by the applicant at \$9,479,000. A full public art plan would be required to be approved by the AIPP Board prior to building permit issuance.

**RECOMMENDATION**

The Planning Department, based on the criteria established by the Comprehensive Plan and the Land Development Regulations, recommends to the Planning Board that the request for Major Development Plan be **APPROVED** with the following conditions:

**General conditions:**

1. The proposed development shall be consistent with the plans dated December 2, 2015 by Thomas E. Pope, P.A., notwithstanding the revisions requested and recommended by staff.
2. During all phases of construction, temporary fencing and erosion barriers shall be installed and maintained. All adjacent City streets and sidewalks shall be kept clean and clear of construction debris.
3. The food service shall be limited to registered guests only and viewed as an accessory to the transient lodging on site. If opened to the public this will establish a separate use entirely and any additional approvals for the new commercial floor area/consumption area would be required. Any applicable impact fees shall be coordinated with the City Licensing Department.

**Conditions prior to the City Commission hearing:**

4. The applicant shall obtain final landscape plan approval from the Tree Commission. The final approved plan must be signed and sealed by a registered landscape architect.

**Conditions prior to issuance of a building permit:**

5. Approval of a Public Art Plan shall be obtained from the AIPP Board, pursuant to City Code Section 2-487, and may include payment of an in-lieu fee.



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



Revised and updated

**Development Plan & Conditional Use Application**

Applications will not be accepted unless complete

<u>Development Plan</u>	<u>Conditional Use</u>	<u>Historic District</u>
Major <input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/>
Minor <input type="checkbox"/>		No <input checked="" type="checkbox"/>

Please print or type:

- 1) Site Address 2319 + 2401 N. Roosevelt Blvd Key West
- 2) Name of Applicant Donna M. Bosold
- 3) Applicant is: Owner  Authorized Representative   
(attached Authorization and Verification Forms must be completed)  
Additional Rep. Authorizations attached
- 4) Address of Applicant P.O. Box 1553  
Key West FL 33041-1553
- 5) Applicant's Phone # 305 942 1064 Email donna.bosold@att.net
- 6) Email Address: \_\_\_\_\_
- 7) Name of Owner, if different than above Banana LLC + KW 26 LLC
- 8) Address of Owner 1001 E. Atlantic Blvd Ste 202 Delray Beach FL 33483
- 9) Owner Phone # 561-279-9900 Email \_\_\_\_\_
- 10) Zoning District of Parcel CG RE# 4 Parcels see attached
- 11) Is Subject Property located within the Historic District? Yes  No   
 If Yes: Date of approval \_\_\_\_\_ HARC approval # N/A  
 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).

Demolition of existing 50 unit transient lodging facility (Banana Bay) and adjacent 25 guest rooms (Wilma House)  
Redevelopment of site as 75 unit transient lodging facility  
comprised of 60 hotel units in <sup>one</sup> 3 story building and  
10 transient cottages ~~plus~~ 1 ADA hotel unit in 2nd bldg  
Pool, tiki and food service limited to guests.  
Project density is vested.



**DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION**  
**City of Key West Planning Department**  
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13) Has subject Property received any variance(s)? Yes \_\_\_\_\_ No  /

If Yes: Date of approval \_\_\_\_\_ Resolution # \_\_\_\_\_

Attach resolution(s).

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

Yes  /  No \_\_\_\_\_

If Yes, describe and attach relevant documents.

Parking easement approved by City Commission  
Resolution

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

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

## **Project Analysis**

### **Banana Bay**

The following is an analysis of the proposed demolition and redevelopment of the resort site located at 2319 and 2401 N. Roosevelt Boulevard, commonly known as "Banana Bay".

The proposal includes the demolition of the existing 50 unit transient lodging facility contained in 6 structures (Banana Bay) and adjacent 25 guest rooms (Wilma House), and is being treated as a Major Development as the proposal includes the demolition and reconstruction of more than 11 units.

The site will be redeveloped as a 75 unit transient lodging facility comprised of one 3 story structure containing 64 transient units and 9 two story, 2 bedroom transient cottages, plus one single story cottage and one single story hotel handicapped accessible hotel unit (over/under). Proposed amenities include a pool, tiki, and a small food service area. Project density is vested

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

- Name of Development
- Name of Owner/Developer
- Scale
- North arrow
- Preparation and revision dates
- Location/ street address
- Size of site
- Buildings
- Structures
- Parking
- FEMA flood zones
- Topography
- Easements
- Utility locations
- Existing vegetation
- Existing storm water
- Adjacent land uses
- Adjacent buildings
- Adjacent driveway

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

**Title Block (Sec. 108-227)**

Name of development:	Banana Bay Resort
Owner/developer:	Banana LLC, and KW 26 LLC
Scale:	1 in. = 30 ft.
Preparation and revision dates:	Noted on Plans
Location:	2309 and 2401 North Roosevelt

**Key persons and entities (Sec. 108-228) involved in this project are as follows:**

Owner:	Banana LLC, and KW 26 LLC
Authorized Agent:	Tom McMurrain, Thomas E. Pope, Donna M. Bosold, Clint Oster
Architect:	Thomas E. Pope, P. A.
Engineer:	Allen E. Perez, Perez Engineering
Surveyor:	J. Lynne O'Flynn, Inc., Inc.
Landscape Architect:	Clint Oster, General Landscaping
Legal and Equitable Owners:	Banana LLC, and KW 26 LLC

**Sec. 108-229. Project description.**

The Banana Bay site located at Roosevelt Boulevard has sufficient size and infrastructure to accommodate the proposed redevelopment. The parcel size, shape, existing access, improved internal circulation, and urban design enhancements will accommodate the proposed scale and intensity of the redevelopment. The site is of sufficient size to contain appropriate screening, buffers, landscaping, open space, off-street parking, and efficient internal traffic circulation. The infrastructure and site plan improvements are designed to mitigate any potential adverse impacts of the proposed use.

Site Data	Code	Existing	Proposed	Compliance
Zoning		GC		yes
Max Density	16 per acre		75	vested
FAR	.40			
Max Height	40'		30'	yes
Open Space:	.20		.3465	yes
Landscape:				Proposed landscaping & buffer see

				attached plans
Buffer				Modification to reduce 40" bufferyard requirement along portion of N. Roosevelt Blvd fronting parking easement only.40
Max Building Coverage	.40		17.1	yes
Impervious Surface	.60		.59.8	yes
Min Lot Size	15,000	173,256	173,256	yes
Setbacks: Front			50'	yes
Street Side			20'	yes
Side			20'	yes
Shoreline			30' & 20'	yes
Parking: Auto	76		103	yes
Bike			36	yes

### Sec. 108-230. Other Project Information

- (1) The proposed redevelopment consists of a demolition and construction phase.
- (2) The target date for commencement shall follow entitlement approvals as quickly as possible.
- (3) Anticipated date of completion will be determined from the date of approvals.
- (4) The proposed Development Plan is included herewith.
- (5) The application proposes to redevelop the existing Banana Bay Resort to meet all current land development, building code, and FEMA requirements
- (6) This project is not a planned unit development.
- (7) The project will comply with federal flood insurance requirements.
- (8) The project is not located in an environmentally sensitive area and mitigation plans for the protection, removal, relocation and replacement of existing landscape features have been provided.

**Sec. 108-231. Residential developments.**

N/A No residential development is being proposed with this application.

**Sec. 108-232. Intergovernmental coordination.**

Intergovernmental coordination is evidenced by responses to requests made at the June 4, 2015 DRC meeting and outlined in the applicants' responses included with the updated plan files.

**Sec. 108-233. Concurrency facilities and other utilities or services**

There is no increase in demand on concurrency facilities contemplated by this application.

**Sec. 108-236. Appearance of site and structures.**

The submitted development plans exhibit harmonious overall design characteristics in compliance with the performance standards stipulated in sections 108-278 through 108-288 as follows as illustrated on the site plan and elevation drawings provided by Thomas E. Pope, P.A.

**Sec. 108-237. - Site plan.**

A site plan illustrating the reconfigured site has been provided in accordance with the requirements of Sec. 108-27, by Thomas E. Pope, P. A..

**Sec. 108-238. Architectural drawings.**

All architectural and engineering designs were prepared and sealed by a professional architect or engineer registered in the state pursuant to F.S. chs. 471 and 481, respectively. Drawings submitted for the development plan meet or exceed minimum submittal requirements.

**Sec. 108-239. Site amenities.**

(a) The site plan includes proposed amenities 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, and includes a swimming pool, tiki shelter, and food service area limited to the use of registered guests.

**Sec. 108-240. Site survey.**

The submitted applications include site surveys prepared by a certified land surveyor and have been updated to illustrate flood zones, elevations, crown of road, and enhanced access points as installed by the FDOT during the N. Roosevelt Boulevard construction project.

**Sec. 108-241. - Soil survey.**

No soil survey has been required for this application

**Sec. 108-242. Environmentally sensitive areas.**

Existing vegetation has been identified and catalogued for preservation and mitigation purposes.

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

(a) The development plan and proposed development activity complies with section 108-289 and applicable performance criteria as outlined in Section 108-1 and articles III, IV, V, VII, and VIII of Chapter 110.

Specifically:

- (b) Tree Protection
- (c) Landscaping Plan
- (d) Irrigation Plan

Literal application of Section 108-413(Requirements along street frontages) cannot be met along the entire property frontage of Roosevelt Boulevard due to the existing, recorded parking easement with the neighboring property owner that was restated and approved by the Key West City Commission in November, 2014. The applicant is requesting a reduction of 20' of the 40' bufferyard requirement on that portion of the property that fronts the parking easement.

**Sec. 108-244. On-site and off-site parking and vehicular, bicycle, and pedestrian circulation.**

The submitted development plans satisfy on-site parking requirements of articles IV and VII. The development plans include location, dimensions and typical construction specifications for:

- (1) Existing and proposed driveways, approaches and curb cuts;
- (2) Vehicular access points, accessways and common multimodal access points with pavement markings or other improvements to achieve safe internal circulation without conflict among modes of travel;
- (3) Existing and proposed vehicle and bicycle off-street parking spaces, loading, unloading and service area space requirements:
  - a. Number of employees and number and type of vehicles owned by the establishment

**Sec. 108-245. - Housing.**

The proposed project does not contemplate any residential housing.

**Sec. 108-246. - Economic resources.**

The proposed project does not increase or decrease the existing number of transient rental units in existence.

**Sec. 108-247. - Special considerations.**

No additional impacts to city land use plans, objectives or policies are anticipated. The transient units are being redeveloped one for one.

**Sec. 108-248. - Construction management plan and inspection schedule.**

A construction management plan in two phases (demolition/reconstruction) is currently under review, and will include protection of existing and proposed utility installation, installation of mesh safety fencing, erosion control measures including , but not limited to silt fencing in order to avoid any adverse impacts to jurisdictional areas and offsite lands and waterbodies. All excavation, trenching, sheeting, shoring and bracing shall be installed as required in accordance with local, state and federal regulations.

# Verification



City of Key West  
Planning Department



Verification Form

(Where Authorized Representative is an individual)

I, CLINT OSTER, 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:

2319 N. Roosevelt Blvd. Key West  
*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.

*Clint Oster*  
*Signature of Authorized Representative*

Subscribed and sworn to (or affirmed) before me on this 9/4/2015 by  
*date*

clint oster  
*Name of Authorized Representative*

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

M. Holly Booton  
*Notary's Signature and Seal*

M. Holly Booton  
*Name of Acknowledger typed, printed or stamped*

FF070470  
*Commission Number, if any*



M. HOLLY BOOTON  
MY COMMISSION # FF 070470  
EXPIRES: December 26, 2017  
Bonded Thru Budget Notary Services

City of Key West  
Planning Department



Verification Form

(Where Authorized Representative is an individual)

I, Donna M. Bosold 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:

2319 N. Roosevelt Blvd Key West.

Street address of subject property

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

[Signature]

Signature of Authorized Representative

Subscribed and sworn to (or affirmed) before me on this 9/4/2015 by

date

Donna Bosold

Name of Authorized Representative

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

M. Holly Booton

Notary's Signature and Seal

M. Holly Booton  
Name of Acknowledger typed, printed or stamped



M. HOLLY BOOTON  
MY COMMISSION # FF 070470  
EXPIRES: December 26, 2017  
Bonded Thru Budget Notary Services

FF070470

Commission Number, if any

City of Key West  
Planning Department



Verification Form

(Where Authorized Representative is an individual)

I, Thomas Pope, 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:

2319 N Roosevelt Blvd Key West

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.

Thomas Pope

Signature of Authorized Representative

Subscribed and sworn to (or affirmed) before me on this 9/4/2015 by

date

Thomas E. Pope

Name of Authorized Representative

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

M. Holly Booton

Notary's Signature and Seal

M. Holly Booton

Name of Acknowledger typed, printed or stamped



M. HOLLY BOOTON  
COMMISSION # FF 070470  
EXPIRES: December 26, 2017  
Bonded Thru Budget Notary Services

FF070470

Commission Number, if any



**City of Key West  
Planning Department**



**Verification Form**

*(Where Authorized Representative is an individual)*

I, Thomas T. McMurrain, 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:

2319 N. Roosevelt Key West  
*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 of approval based on said representation shall be subject to revocation.

Handwritten signature of Thomas T. McMurrain.

*Signature of Authorized Representative*

Subscribed and sworn to (or affirmed) before me on this Sept. 4, 2015 by  
*date*

Thomas T. McMurrain  
*Name of Authorized Representative*

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

Kathryn S. Douglas  
*Notary's Signature and Seal*



\_\_\_\_\_  
*Name of Acknowledger typed, printed or stamped*

\_\_\_\_\_  
*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, Mark Walsh as  
*Please Print Name of person with authority to execute documents on behalf of entity*

manager of KW26 LLC  
*Name of office (President, Managing Member) Name of owner from deed*

authorize Donna Bosold  
*Please Print Name of Representative*

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

A handwritten signature in black ink that reads "Mark Walsh".

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

Subscribed and sworn to (or affirmed) before me on this September 4, 2015  
*Date*

by Mark Walsh  
*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.

Kathryn S. Douglas  
*Notary's Signature and Seal*



\_\_\_\_\_  
*Name of Acknowledger typed, printed or stamped*

\_\_\_\_\_  
*Commission Number, if any*

**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, Mark Walsh as  
*Please Print Name of person with authority to execute documents on behalf of entity*

manager of KW26 LLC  
*Name of office (President, Managing Member) Name of owner from deed*

authorize Thomas T. McMurrain  
*Please Print Name of Representative*

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

Handwritten signature of Mark Walsh in cursive.

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

Subscribed and sworn to (or affirmed) before me on this September 4, 2015  
*Date*

by Mark Walsh  
*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.

Kathryn S. Douglas  
*Notary's Signature and Seal*



\_\_\_\_\_  
*Name of Acknowledger typed, printed or stamped*

\_\_\_\_\_  
*Commission Number, if any*

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, Mark Walsh as  
*Please Print Name of person with authority to execute documents on behalf of entity*

manager of KW26 LLC  
*Name of office (President, Managing Member) Name of owner from deed*

authorize Tom Pope  
*Please Print Name of Representative*

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

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

Subscribed and sworn to (or affirmed) before me on this September 4, 2015  
*Date*

by Mark Walsh  
*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.

Kathryn S. Douglas  
*Notary's Signature and Seal*



\_\_\_\_\_  
*Name of Acknowledger typed, printed or stamped*

\_\_\_\_\_  
*Commission Number, if any*



**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, Mark Walsh as  
*Please Print Name of person with authority to execute documents on behalf of entity*

manager of KW26 LLC  
*Name of office (President, Managing Member) Name of owner from deed*

authorize Clint Oster  
*Please Print Name of Representative*

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

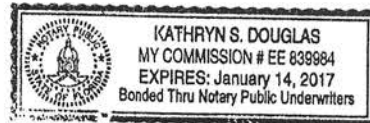
Mark Walsh  
*Signature of person with authority to execute documents on behalf on entity owner*

Subscribed and sworn to (or affirmed) before me on this September 4, 2015  
*Date*

by Mark Walsh  
*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.

Kathryn S. Douglas  
*Notary's Signature and Seal*



\_\_\_\_\_  
*Name of Acknowledger typed, printed or stamped*

\_\_\_\_\_  
*Commission Number, if any*

**Deed**



## EXHIBIT "A"

### LEGAL DESCRIPTION

Doc# 1548462

Bk# 2161 Pg# 1869

#### PARCEL A1

Tract One (1) of the Amended Plat of HILTON HAVEN, section No. 1, a subdivision on the Island of Key West, Monroe County, Florida, according to Plat recorded in Plat Book 2, Page 108, Monroe County, Florida.

#### **AND TOGETHER WITH**

#### PARCEL A2

On the Island of Key West, Florida, and more particularly described as follows: Commencing at a point where the Northerly property line of "HILTON HAVEN" Subdivision (Amended Plat, and recorded in Plat Book 2, Page 108, Public Records of Monroe County, Florida) intersects the Northwesterly Right-of-Way line of Roosevelt Boulevard, said point also being a permanent reference monument of aforesaid "HILTON HAVEN" Subdivision from said point, run Southwesterly along the Northwesterly Right-of-Way line of Roosevelt Boulevard for a distance of 165.0 feet to the point of beginning of the strip of land hereinafter described; thence with a deflected angle to the right of 72 degrees, 34 minutes and 06 seconds and in a Northwesterly direction for a distance of 98.34 feet to a point; thence with a deflected angle to the left of 17 degrees, 18 minutes and 22 seconds and in a Northwesterly direction for a distance of 117.96 feet to a point; thence with a deflected angle to the right of 83 degrees, 54 minutes and 16 seconds in a Northerly direction for a distance of 4.0 feet to a point; thence with a deflected angle to the right of 96 degrees, 38 minutes and 00 seconds and in a Southeasterly direction for a distance of 119.3 feet to a point; thence with a deflected angle to the right of 18 degrees, 31 minutes and 00 seconds and in a Southeasterly direction for a distance of 98.3 feet back to the Point of Beginning.

#### **AND TOGETHER WITH**

#### PARCEL A3

Begin at the intersection of the Northwesterly Right-of-Way line of Roosevelt Boulevard and the North Boundary of Tract 1 of HILTON HAVEN, the Point of Beginning; thence westerly along the North line of HILTON HAVEN 315.35 feet; which said line makes an angle with the center line of Roosevelt Boulevard of 49 degrees 10 minutes; thence Northerly at right angles to the North boundary of said Tract 1, 45 feet; thence Easterly at right angles to the last named course and parallel with the North boundary of said Tract 1 of HILTON HAVEN, a distance of 263.26 feet; thence in a Southeasterly direction, making an angle of 90 degrees with the center line of Roosevelt Boulevard, 68.82 feet, to the Point of Beginning.

#### **AND TOGETHER WITH**

**EXHIBIT "A"**

Doc# 1548462  
Bk# 2161 Pg# 1870

**LEGAL DESCRIPTION**

**PARCEL A4**

A parcel of land North of HILTON HAVEN SUBDIVISION, as recorded in Plat Book 2, Page 108, Public Records of Monroe County, Florida, more particularly described as follows:

Commence at the intersection of the Northerly Right-of-Way line of Roosevelt Boulevard and the Northerly boundary of said HILTON HAVEN SUBDIVISION; thence West along said Northerly boundary 315.25 feet; thence North 45 feet to the Point of Beginning; thence continue North 225 feet; thence in a Southeasterly direction 350 feet to a point East of the Point of Beginning; thence West 263.26 feet to the Point of Beginning.

MONROE COUNTY  
OFFICIAL RECORDS

Doc# 1541741 09/15/2005 12:39PM  
Filed & Recorded in Official Records of  
MONROE COUNTY DANNY L. KOLHAGE

Return to: (Enclose self addressed stamped envelope)  
Name: STONES & CARDENAS  
221 Simonton Street  
Key West, FL 33040  
(305) 294-0252

09/15/2005 12:39PM  
DEED DOC STAMP CL: PW \$94,500.00

This Instrument Prepared By:  
STONES & CARDENAS  
221 Simonton Street  
Key West, FL 33040  
(305) 294-0252

Doc# 1541741  
Bk# 2151 Pg# 1720

---

### WARRANTY DEED

**THIS INDENTURE** made this 8th day of September, 2005, by and between Banana Bay of Key West, Inc., a Florida corporation, whose address is 2319 N Roosevelt Blvd, Key West, FL 33040, as Grantor, and Banana LLC, a Florida limited liability company, whose address is 1001 East Atlantic Avenue, Suite 202, Delray Beach, FL 33483, as Grantee.

**WITNESSETH:** that said Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to said Grantor, in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's successors, heirs, and assigns forever, the following described property, situate lying and being in the County of Monroe, State of Florida, to-wit:

PARCEL 1

Tracts 2, 3, and 4 of the Amended Plat of Hilton Haven, Section No. 1, subdivision on the Island of Key West, Monroe County, Florida, according to plat recorded in Plat Book 2, page 108, according to the Public Records of Monroe County, Florida.

AND ALSO

A second parcel of land beginning at the Northeast Corner of Tract 4 of the aforesaid Amended Plat of Hilton Haven, Section No. 1 and proceeding in a Northerly direction on the East line of Tract 4 extended Northerly a distance of 272.25 feet to a point; thence proceed at right angles in a Westerly direction 220 feet to a point; thence proceed at right angles in a Southerly direction 272.25 feet; thence at right angles in an Easterly direction 220 feet back to the Point of Beginning.

AND ALSO

PARCEL 2

\* "Grantor" and "Grantee" are used for singular or plural, as context requires

A parcel of land lying Northerly of the AMENDED PLAT OF HILTON HAVEN, SECTION 1, as recorded in the Public Records of Monroe County, Florida, being more particularly described as follows: COMMENCING at the Northeasterly corner of Lot 4 of said Amended Plat of Hilton Haven Section No. 1; thence run in a Northerly direction along the East line of said Lot 4, extended Northerly 272.25 feet; thence run Westerly at right angles 220.00 feet to the Point of Beginning; thence continue Westerly along the previously described course 30.0 feet; thence run Southerly at right angles 47.0 feet; thence run Easterly at right angles 30.0 feet; thence run Northerly at right angles 47.0 feet back to said Point of Beginning.

Parcel Identification Number: 00002000-000000

and

PARCEL 3

A parcel of land being part of the AMENDED PLAT OF HILTON HAVEN SECTION 1, as recorded in the Public Records of Monroe County, Florida, being more particularly described as follows: COMMENCING at the Northeasterly corner of Lot 4 of said Amended Plat of Hilton Haven Section No. 1; thence run North 83 degrees 03'59" West along the Northerly line of said Lot 4, for 100.00 feet to the Point of Beginning; thence continue North 83 degrees 03'59" West, 120.00 feet; thence run South 6 degrees 56'01" West, 20.00 feet; thence run South 83 degrees 03'59" East, 120.00 feet; thence run North 6 degrees 56'01" East 20.00 feet back to said Point of Beginning.

PARCEL 4

A parcel of land being a part of the AMENDED PLAT OF HILTON HAVEN, SECTION NO. 1, a subdivision on the Island of Key West, Monroe County, Florida; said parcel being described as follows: COMMENCE at the Northeast corner of Tract 4 of the aforesaid subdivision and run thence in a Southerly direction and along the East boundary line of the aforesaid Tract 4 for a distance of 73.25 feet to the POINT OF BEGINNING of the parcel of land being described herein; thence continue in a Southerly direction and along the East boundary line of the aforesaid Tract 4 for a distance of 14.14 feet; thence South 76 degrees 59'03" East for a distance of 108.60 feet; thence South 55 degrees 27'00" East for a distance of 95.00 feet to the Northeasterly right of way line (ROWL) of North Roosevelt Boulevard; thence North 47 degrees 46' 00" East and along the aforesaid ROWL for a distance of 24.34 feet; thence North 59 degrees 39' 53" West for a distance of 98.34 feet; thence North 76 degrees 54' 15" West for a distance of 117.96 feet back to the POINT OF BEGINNING.

Parcel Identification Number: 00002080-000100

SUBJECT TO: Taxes for the year 2005 and subsequent years.

SUBJECT TO: Conditions, limitations, reservations and easements of record.

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

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

**AND** the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of the said property; that it is free of all encumbrances except as above stated; that Grantor has good right and lawful authority to sell the same; and that the Grantee shall have quiet enjoyment thereof. The said Grantor hereby fully warrants the title to said property, and will defend the same against the lawful claims of all persons whomsoever.

**IN WITNESS WHEREOF**, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Banana Bay of Key West, Inc., a Florida corporation

By: Frank J. Manson  
Frank J. Manson, President

Adele V. Stovus  
Witness Name: Adele V. Stovus

Erin H. Nevius  
Witness Name: ERIN H. NEVIUS

(Corporate Seal)

**MONROE COUNTY  
OFFICIAL RECORDS**

State of Florida  
County of Monroe

The foregoing instrument was acknowledged before me this 8th day of September, 2005 by Frank J. Manson, President of Banana Bay of Key West, Inc., a Florida corporation, on behalf of the corporation. He  is personally known to me or  has produced a driver's license as identification.

[Notary Seal]

Erin H. Nevius  
Notary Public

Printed Name: ERIN H. NEVIUS

My Commission Expires: 7/6/08





# Survey

Bay of Florida

BOUNDARY SURVEY OF:

Parcel 1: Tracts 2, 3 and 4 of the Amended Plat of Hilton Haven, Section No. 1, subdivision on the Island of Key West, Monroe County, Florida, according to plat recorded in Plat Book 2, Page 108, according to the Public Records of Monroe County, Florida.

AND ALSO:

A second parcel of land Beginning at the northeast corner of Tract 4 of the aforesaid Amended plat of Hilton Haven, Section No. 1, and proceeding in a northerly direction on the east line of Tract 4 extended northerly a distance of 272.25 feet to a point; thence proceed at right angles in a westerly direction 220 feet to a point; thence proceed at right angles in a southerly direction 272.25 feet; thence at right angles in an easterly direction 220 feet back to the point of Beginning.

AND ALSO:

Parcel 2: A parcel of land lying Northerly of the AMENDED PLAT OF HILTON HAVEN, SECTION 1, as recorded in the Public Records of Monroe County, Florida, being more particularly described as follows: COMMENCE at the NE'ly corner of Lot 4 of said Amended Plat of Hilton Haven Section No. 1; thence run in a Northerly direction along the East line of said Lot 4, extended Northerly 272.25 feet; thence run Westerly at right angles 220.00 feet to the Point of Beginning; thence continue Westerly along the previously described course 30.0 feet; thence run Southerly at right angles 47.0 feet; thence run Easterly at right angles 30.0 feet; thence run Northerly at right angles 47.0 feet back to said Point of Beginning.

AND ALSO:

Parcel 3: A parcel of land being part of the AMENDED PLAT OF HILTON HAVEN, SECTION 1, as recorded in the Public Records of Monroe County, Florida, being more particularly described as follows: COMMENCE at the NE'ly corner of Lot 4 of said Amended Plat of Hilton Haven Section No. 1; thence run N 83° 03' 59" W along the N'ly line of said Lot 4, for 100.00 feet to the Point of Beginning; thence continue N 83° 03' 59" W, 120.00 feet; thence run S 06° 56' 01" W, 20.00 feet; thence run S 83° 03' 59" E, 120.00 feet; thence run N 06° 56' 01" E, 20.00 feet back to the Point of Beginning.

AND ALSO:

Parcel 4: A parcel of land being a part of the AMENDED PLAT OF HILTON HAVEN, SECTION NO. 1, a subdivision on the Island of Key West, Monroe County, Florida; said parcel being described as follows: COMMENCE at the Northeast corner of Tract 4 of the aforesaid subdivision and run thence in a Southerly direction along the East boundary line of the aforesaid Tract 4 for a distance of 73.25 feet to the Point of Beginning of the parcel of land being described herein; thence continue in a Southerly direction along the East boundary line of the aforesaid Tract 4 for a distance of 14.14 feet; thence S 76° 59' 03" E for a distance of 108.60 feet; thence S 55° 27' 00" E for a distance of 95.00 feet to the NW'ly right-of-way-line (ROWL) of North Roosevelt Boulevard; thence N 47° 46' 00" E and along the aforesaid ROWL for a distance of 24.34 feet; thence N 59° 39' 53" W for a distance of 98.34 feet; thence N 76° 54' 15" W for a distance of 117.96 feet back to the Point of Beginning.

AND ALSO:

Parcel 5: A parcel of land lying Southerly of AMENDED PLAT OF HILTON HAVEN, SECTION 1, as recorded in Plat Book 2, Page 108, of the Public Records of Monroe County, Florida, and being more particularly described as follows: COMMENCE at the SE'ly corner of Lot 2 of said Hilton Haven, Section 1, thence run N 83° 03' 59" W, 70.00 feet; thence run S 43° 03' 59" E, 52.97 feet to a point on the NW'ly right-of-way line of North Roosevelt Boulevard; thence run N 47° 46' 00" E along said right-of-way line, 45.00 feet back to the Point of Beginning.

AND ALSO:

Tract One (1) of the Amended Plat of HILTON HAVEN, Section No. 1, a subdivision on the Island of Key West, Monroe County, Florida, according to Plat recorded in Plat Book 2, Page 108, Monroe County, Florida.

AND:

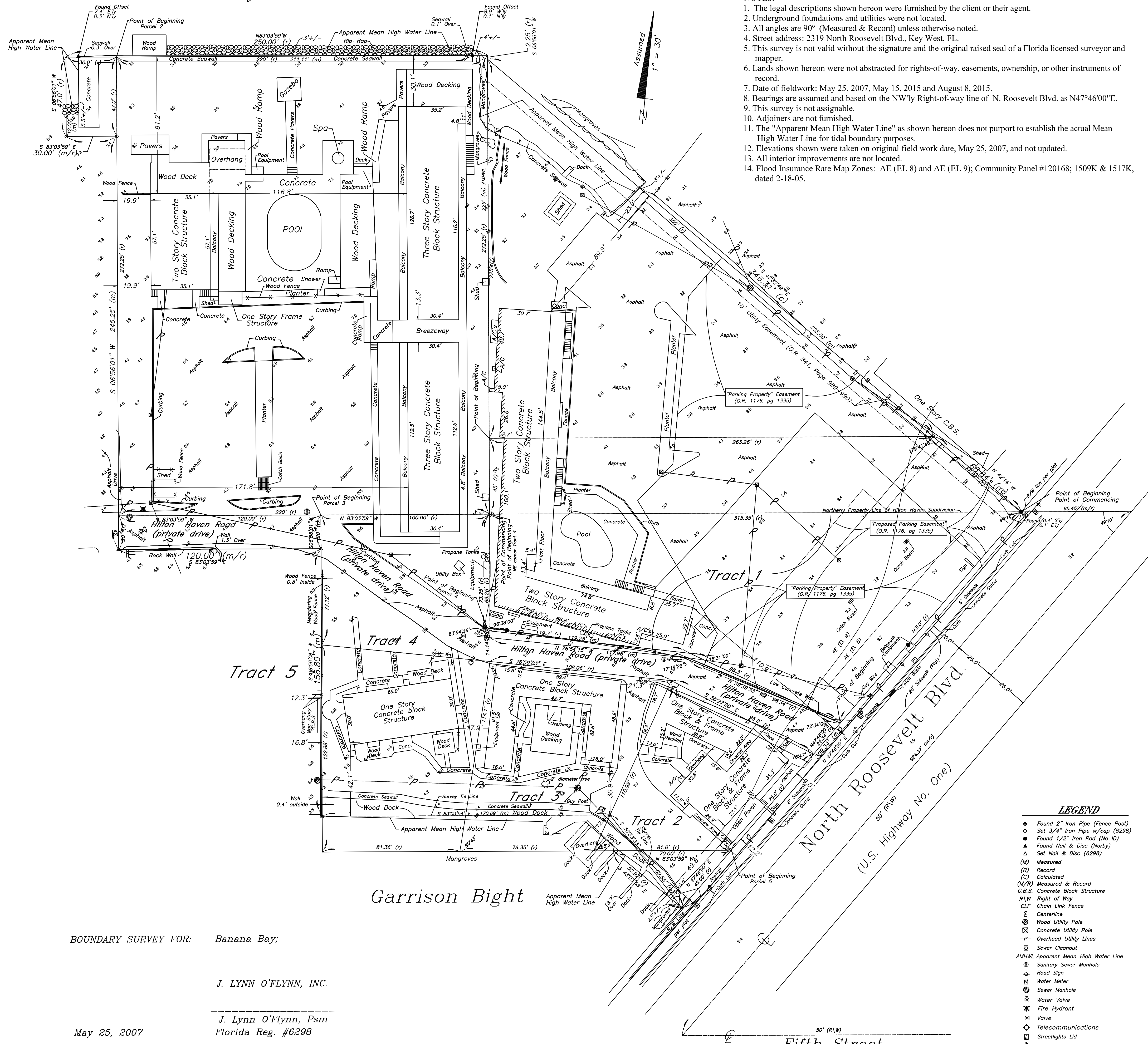
On the Island of Key West, Florida, and more particularly described as follows: COMMENCE at a point where the Northerly property line of "HILTON HAVEN" Subdivision (Amended Plat, and recorded in Plat Book 2, Page 108, Public Records of Monroe County, Florida) intersects the Northwesterly right-of-way line of Roosevelt Boulevard, said point also being a permanent reference monument of aforesaid "HILTON HAVEN" Subdivision from said point, run Southwesterly along the Northwesterly right-of-way line of Roosevelt Boulevard for a distance of 165.0 feet to the Point of Beginning of the strip of land hereinafter described; thence with a deflected angle to the right of 72 degrees, 34 minutes and 06 seconds and in a Northwesterly direction for a distance of 98.34 feet to a point; thence with a deflected angle to the left of 17 degrees 18 minutes and 22 seconds and in a Northwesterly direction for a distance of 117.96 feet to a point; thence with a deflected angle to the right of 83 degrees, 54 minutes and 16 seconds in a Northerly direction for a distance of 4.0 feet to a point; thence with a deflected angle to the right of 96 degrees, 38 minutes and 00 seconds and in a Southeasterly direction for a distance of 119.3 feet to a point; thence with a deflected angle to the right of 18 degrees, 31 minutes and 00 seconds and in a Southeasterly direction for a distance of 98.3 feet back to the Point of Beginning.

AND:

Begin at the intersection of the Northwesterly right-of-way line of Roosevelt Boulevard and the North boundary of Tract 1 of HILTON HAVEN, the Point of Beginning; thence Westerly along the North line of HILTON HAVEN 315.35 feet; which said line makes an angle with the center line of Roosevelt Boulevard of 49 degrees 10 minutes; thence Northerly at right angles to the North boundary of said Tract 1, 45 feet; thence Easterly at right angles to the last named course and parallel with the North boundary of said Tract 1 of HILTON HAVEN, a distance of 263.26 feet; thence in a Southeasterly direction, making an angle of 90 degrees with the center line of Roosevelt Boulevard, 68.82 feet, to the Point of Beginning.

AND:

A parcel of land North of HILTON HAVEN Subdivision, as recorded in Plat Book 2, at Page 108, Public Records of Monroe County, Florida, more particularly described as follows: COMMENCE at the intersection of the Northerly right-of-way line of Roosevelt Boulevard and the Northerly boundary of said HILTON HAVEN Subdivision; thence West along said Northerly boundary 315.25 feet; thence North 45 feet to the Point of Beginning; thence continue North 225 feet; thence in a Southeasterly direction 350 feet to a point East of the Point of Beginning; thence West 263.26 feet to the Point of Beginning.



- NOTES:
- The legal descriptions shown hereon were furnished by the client or their agent.
  - Underground foundations and utilities were not located.
  - All angles are 90° (Measured & Record) unless otherwise noted.
  - Street address: 2319 North Roosevelt Blvd., Key West, FL.
  - This survey is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
  - Lands shown hereon were not abstracted for rights-of-way, easements, ownership, or other instruments of record.
  - Date of fieldwork: May 25, 2007, May 15, 2015 and August 8, 2015.
  - Bearings are assumed and based on the NW'ly Right-of-way line of N. Roosevelt Blvd. as N47°46'00"E.
  - This survey is not assignable.
  - Adjoiners are not furnished.
  - The "Apparent Mean High Water Line" as shown hereon does not purport to establish the actual Mean High Water Line for tidal boundary purposes.
  - Elevations shown were taken on original field work date, May 25, 2007, and not updated.
  - All interior improvements are not located.
  - Flood Insurance Rate Map Zones: AE (EL 8) and AE (EL 9); Community Panel #120168; 1509K & 1517K, dated 2-18-05.

BOUNDARY SURVEY FOR: **Banana Bay;**

**J. LYNN O'FLYNN, INC.**

J. Lynn O'Flynn, Psm  
Florida Reg. #6298

May 25, 2007

- LEGEND**
- Found 2" Iron Pipe (Fence Post)
  - Set 3/4" Iron Pipe w/cap (6298)
  - Found 1/2" Iron Rod (No ID)
  - ▲ Found Nail & Disc (Norby)
  - ▲ Set Nail & Disc (6298)
  - (M) Measured
  - (R) Record
  - (C) Calculated
  - (M/R) Measured & Record
  - C.B.S. Concrete Block Structure
  - R/W Right of Way
  - CLF Chain Link Fence
  - ⊕ Centerline
  - ⊙ Wood Utility Pole
  - ⊠ Concrete Utility Pole
  - P- Overhead Utility Lines
  - ⊠ Sewer Cleanout
  - AMHWL Apparent Mean High Water Line
  - ⊙ Sanitary Sewer Manhole
  - ⊙ Road Sign
  - ⊙ Water Meter
  - ⊙ Sewer Manhole
  - ⊙ Water Valve
  - ⊙ Fire Hydrant
  - ⊙ Valve
  - ⊙ Telecommunications
  - ⊙ Streetlights Lid
  - ⊙ Sewer Valve
  - ⊙ Catch Basin

**J. LYNN O'FLYNN, Inc.**  
Professional Surveyor & Mapper  
FSM #6298  
3430 Duck Ave., Key West, FL 33040  
(305) 296-7422

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

SHEET: **1**

DATE: 5-28-15

REVISIONS: 1. Updated Flood Zones 8-8-15

DRAWN BY: MPB

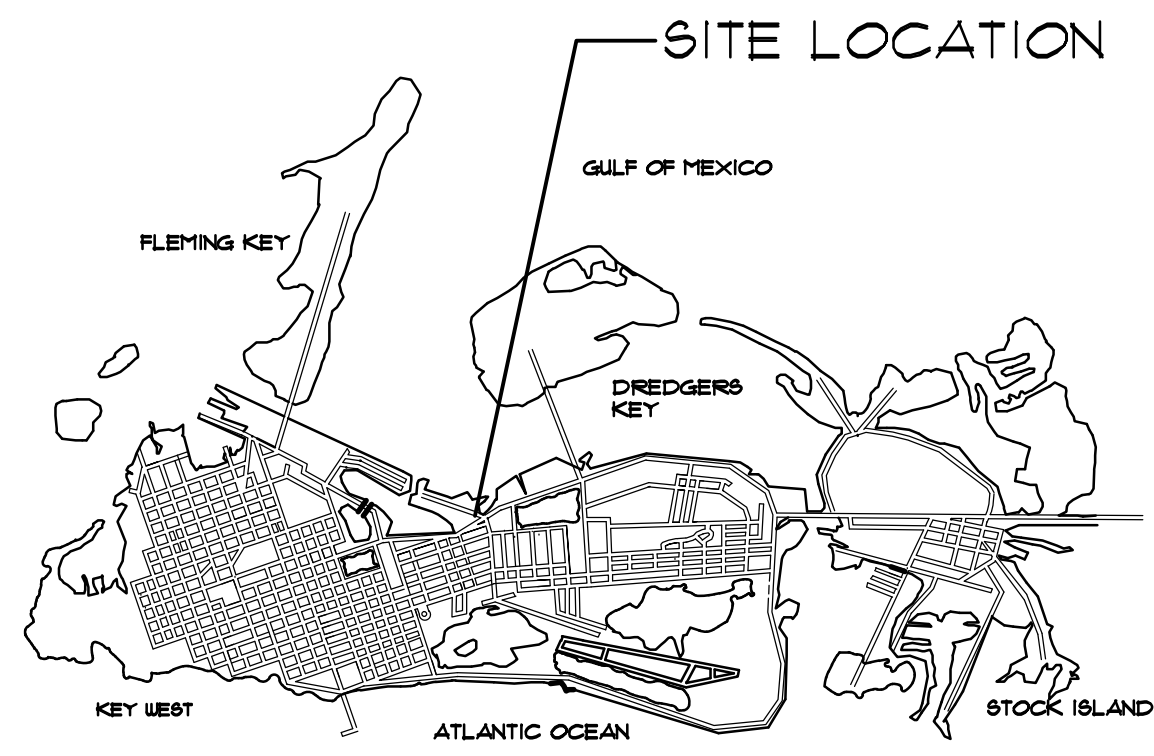
CHECKED BY: JLO

DATE: 05-25-07

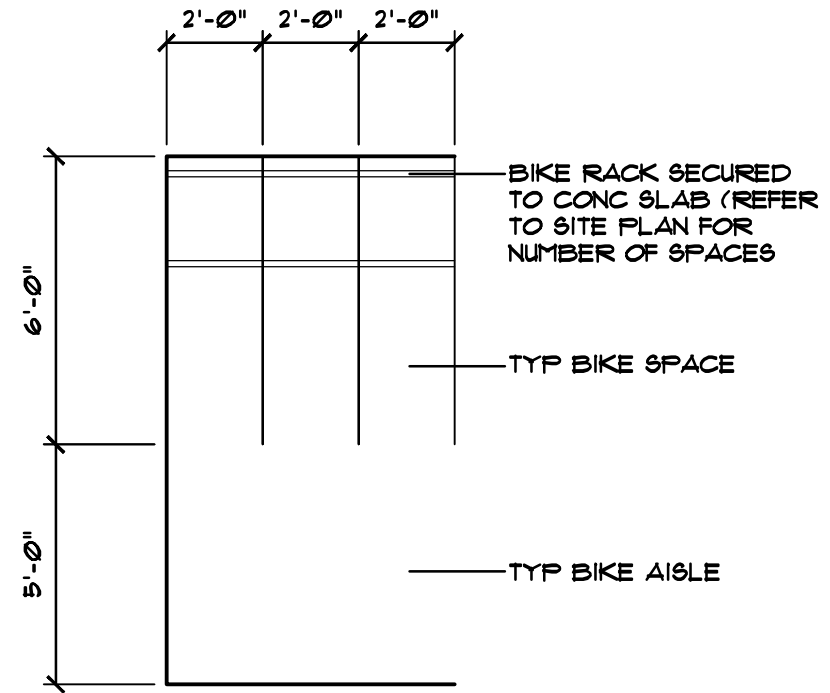
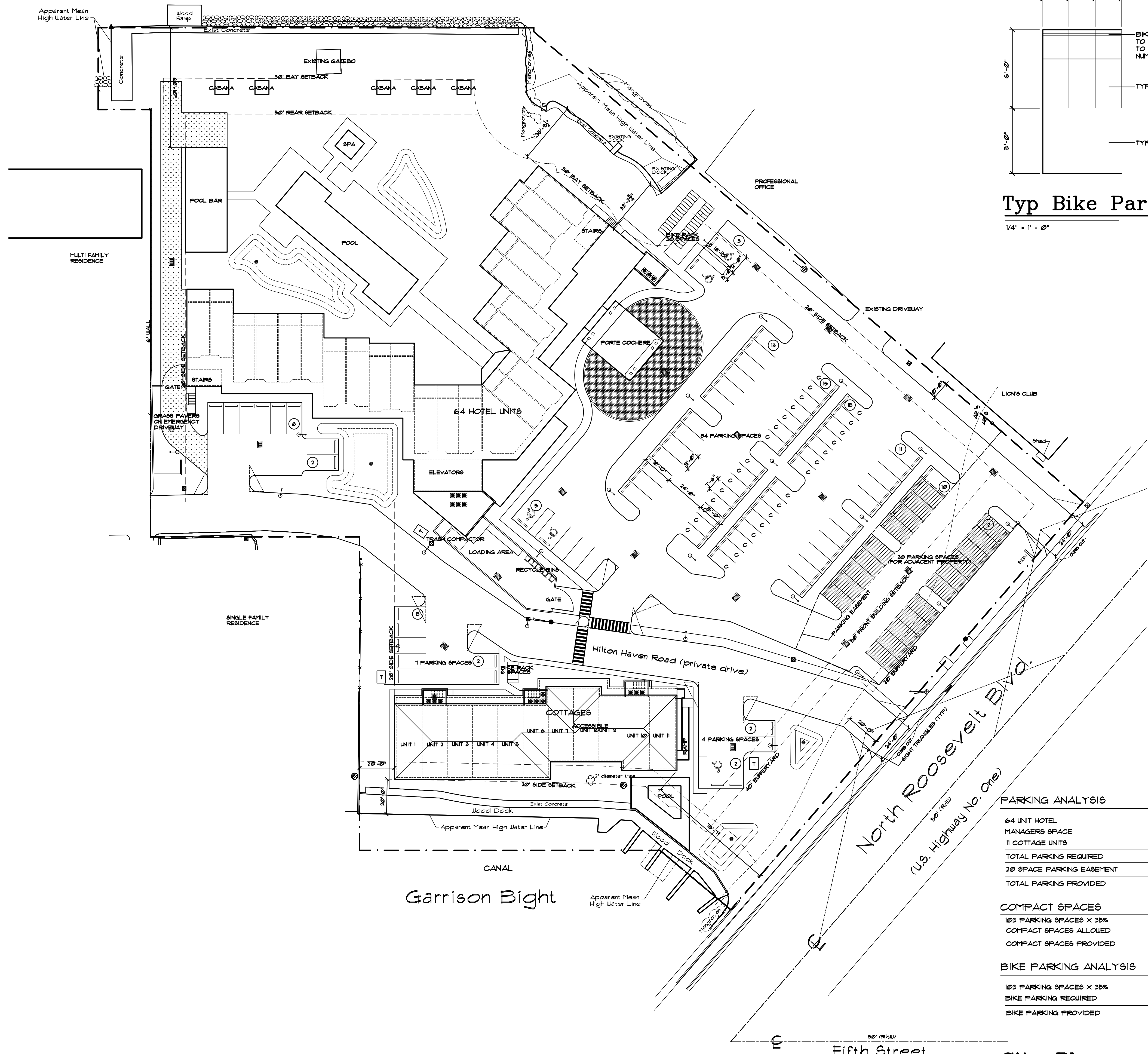
Boundary Survey of:  
a portion of Hilton Haven Subdivision and adjacent parcels, Monroe County, FL on the Island of Key West

# Site Plans





Bay of Florida



**Typ Bike Parking**

1/4" = 1' - 0"

**SITE ANALYSIS**

Banana Bay Resort		Key West, FL	
Zoning			CG
Flood Zone			AE3 / AE9
Design Flood Elevation (DFE)			10.0 NGVD
Site Area (SF)			173,256
Site Area (Acres)			3.98
Max Building Coverage	40%		69,302
Max Impervious Area	60%		103,953
Min Open Space	0.20		34,651
Max Height		30'	
Setbacks	Existing	Proposed	
Front	50'	6'-7"	75'-7"
Rear	50'	30'-1"	68'-10"
Side	20'	12'-4"	20'-0"
Bay	30'	8'-1"	33'-2'-7/8"
Canal	20'	30'-5"	20'-0"
		Building Area (SF)	
64 Unit Hotel			20,137
11 Cottage Units			7,975
Pool Bar			1,440
Total Building Areas			29,552
		Lot Coverage	
Lot Coverage Allowed (40%)	Existing	Proposed	
Total Lot Coverage (SF)	27,884	29,552	
Lot Coverage (%)	16.1%	17.1%	
		Impervious Area (SF)	
Building Areas			29,552
Pool/Pool Deck - Hotel			6,145
Stair/Loading Dock/Ramps above 30"			355
Pool/Pool Deck - Cottages			955
Cottage Ramp above 30"			253
Existing Gazebo			196
Slabs (Cabanas, Transformers)			396
Driveway/Parking			57,241
Existing Conc Areas			3,176
Existing Conc Seawall			1,253
Walkways/Bikes			4,028
Total Site Areas			103,620
		Impervious Area Allowed (60%)	
Total Impervious Area (SF)	97,796	103,620	
Impervious Area (%)	56.4%	59.8%	
		Covered Areas	
Covered Areas	100,040	103,620	
Open Space	75,460	69,636	
Open Space Ratio	0.44	0.40	

**PARKING ANALYSIS**

64 UNIT HOTEL	64
MANAGERS SPACE	1
11 COTTAGE UNITS	11
<b>TOTAL PARKING REQUIRED</b>	<b>76</b>
20 SPACE PARKING EBEMENT	96
<b>TOTAL PARKING PROVIDED</b>	<b>103</b>

**COMPACT SPACES**

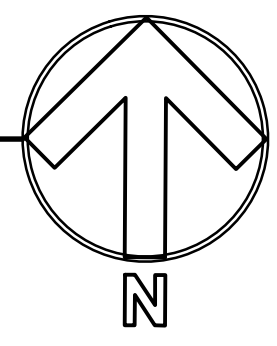
103 PARKING SPACES X 35%	
<b>COMPACT SPACES ALLOWED</b>	<b>36</b>
<b>COMPACT SPACES PROVIDED</b>	<b>30</b>

**BIKE PARKING ANALYSIS**

103 PARKING SPACES X 35%	
<b>BIKE PARKING REQUIRED</b>	<b>36</b>
<b>BIKE PARKING PROVIDED</b>	<b>36</b>

**Site Plan**

1" = 30' - 0"



Banana Bay Resort

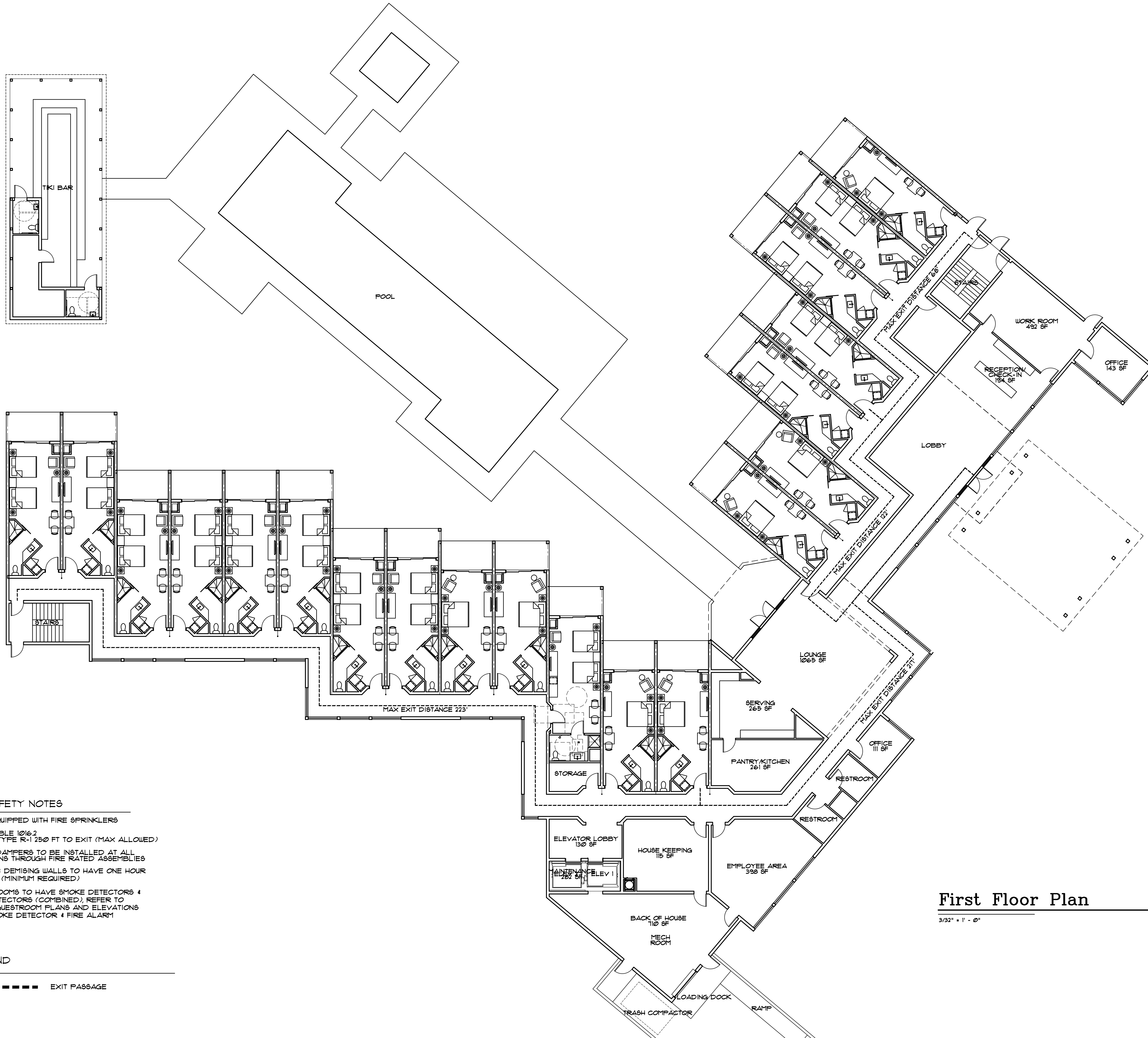
2319 N Roosevelt Blvd Key West, FL

THOMAS E. POPE, P.A. ARCHITECT

610 White Street, Key West FL  
TEPopePA@aol.com  
(305) 296 3611

date:  
8/28/15  
revision:  
11/10/15  
12/2/15

sheet:  
A1.01



**LIFE SAFETY NOTES**

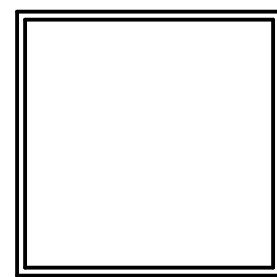
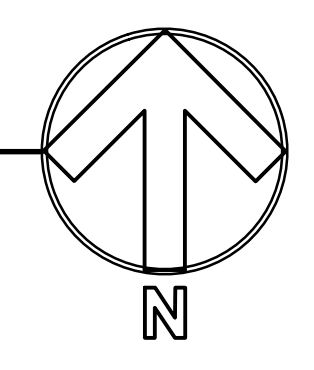
BUILDING EQUIPPED WITH FIRE SPRINKLERS  
 FCC 2014 TABLE 1016.2  
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 HVAC FIRE DAMPERS TO BE INSTALLED AT ALL PENETRATIONS THROUGH FIRE RATED ASSEMBLIES  
 CORRIDOR & DEMISING WALLS TO HAVE ONE HOUR FIRE RATING (MINIMUM REQUIRED)  
 ALL GUESTROOMS TO HAVE SMOKE DETECTORS & CARBON DETECTORS (COMBINED). REFER TO ENLARGED GUESTROOM PLANS AND ELEVATIONS FOR ALL SMOKE DETECTOR & FIRE ALARM LOCATIONS

**LEGEND**

----- EXIT PASSAGE

**First Floor Plan**

3/32" = 1' - 0"

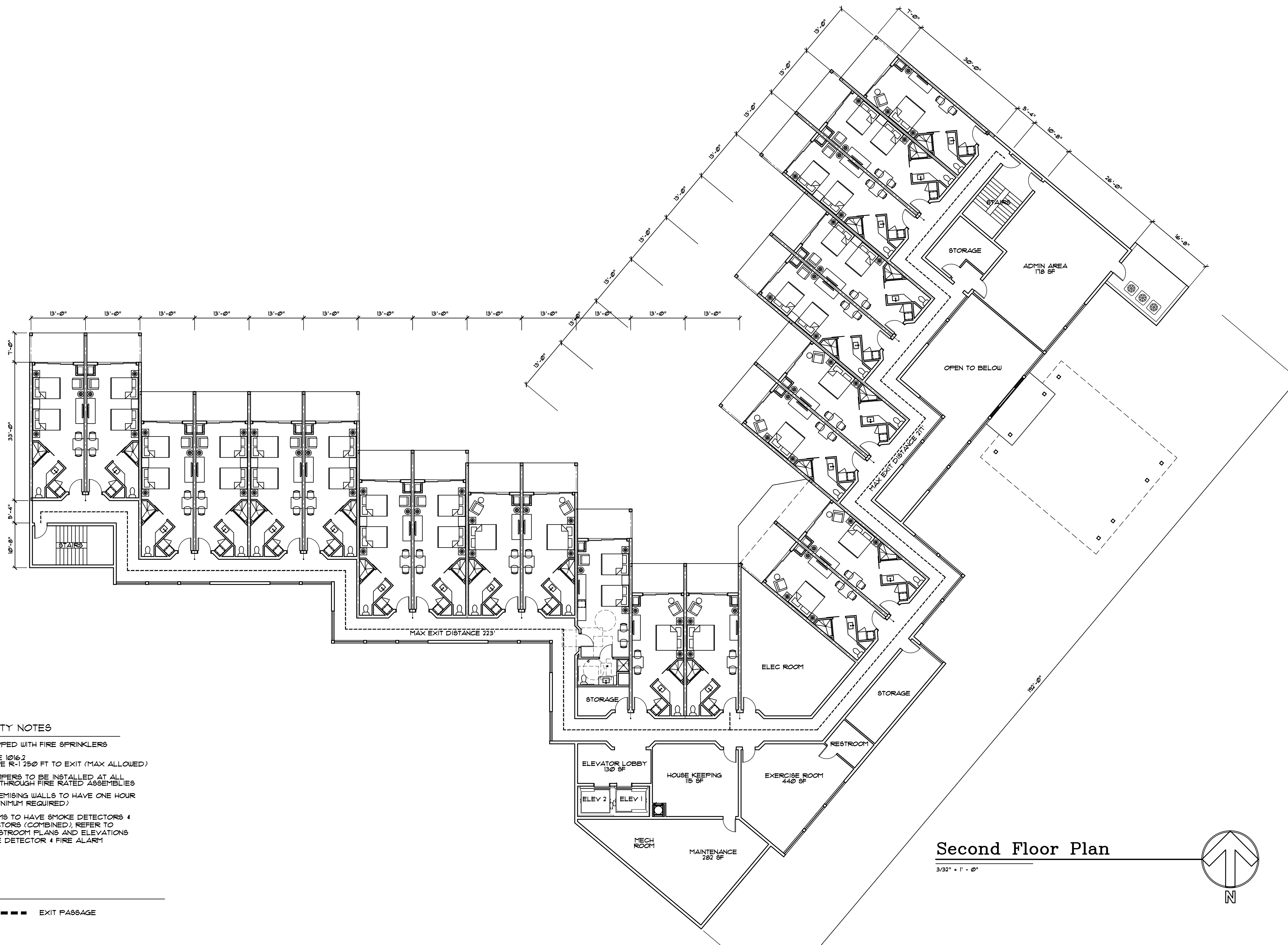


**Banana Bay Resort**  
 2319 N Roosevelt Blvd Key West, FL

**THOMAS E. POPE, P.A. ARCHITECT**  
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**A1.11**



**LIFE SAFETY NOTES**

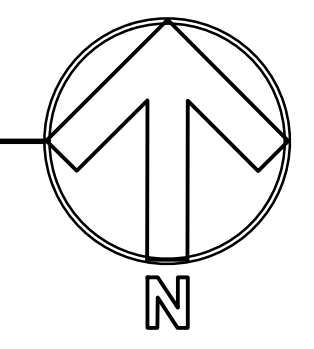
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**LEDGEND**

----- EXIT PASSAGE

**Second Floor Plan**

3/32" = 1' - 0"



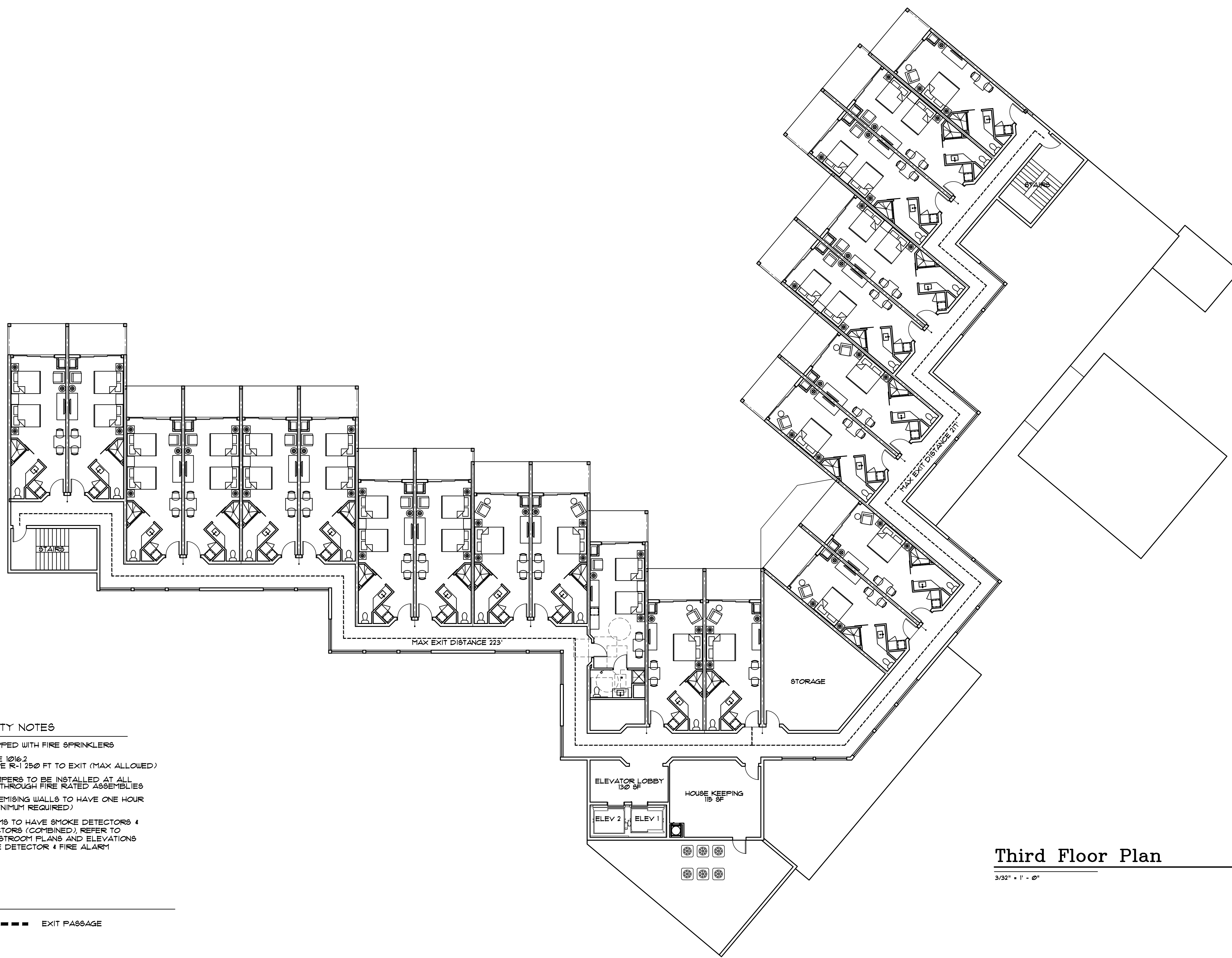
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**Banana Bay Resort**  
 2319 N Roosevelt Blvd Key West, FL





**LIFE SAFETY NOTES**

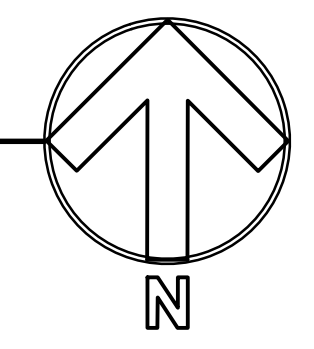
BUILDING EQUIPPED WITH FIRE SPRINKLERS  
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 HVAC FIRE DAMPERS TO BE INSTALLED AT ALL PENETRATIONS THROUGH FIRE RATED ASSEMBLIES  
 CORRIDOR & DEMISING WALLS TO HAVE ONE HOUR FIRE RATING (MINIMUM REQUIRED)  
 ALL GUESTROOMS TO HAVE SMOKE DETECTORS & CARBON DETECTORS (COMBINED). REFER TO ENLARGED GUESTROOM PLANS AND ELEVATIONS FOR ALL SMOKE DETECTOR & FIRE ALARM LOCATIONS

**LEGEND**

----- EXIT PASSAGE

**Third Floor Plan**

3/32" = 1' - 0"

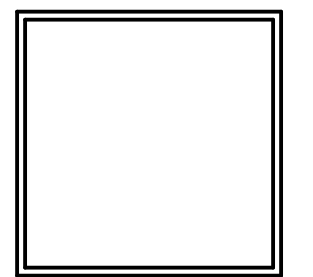


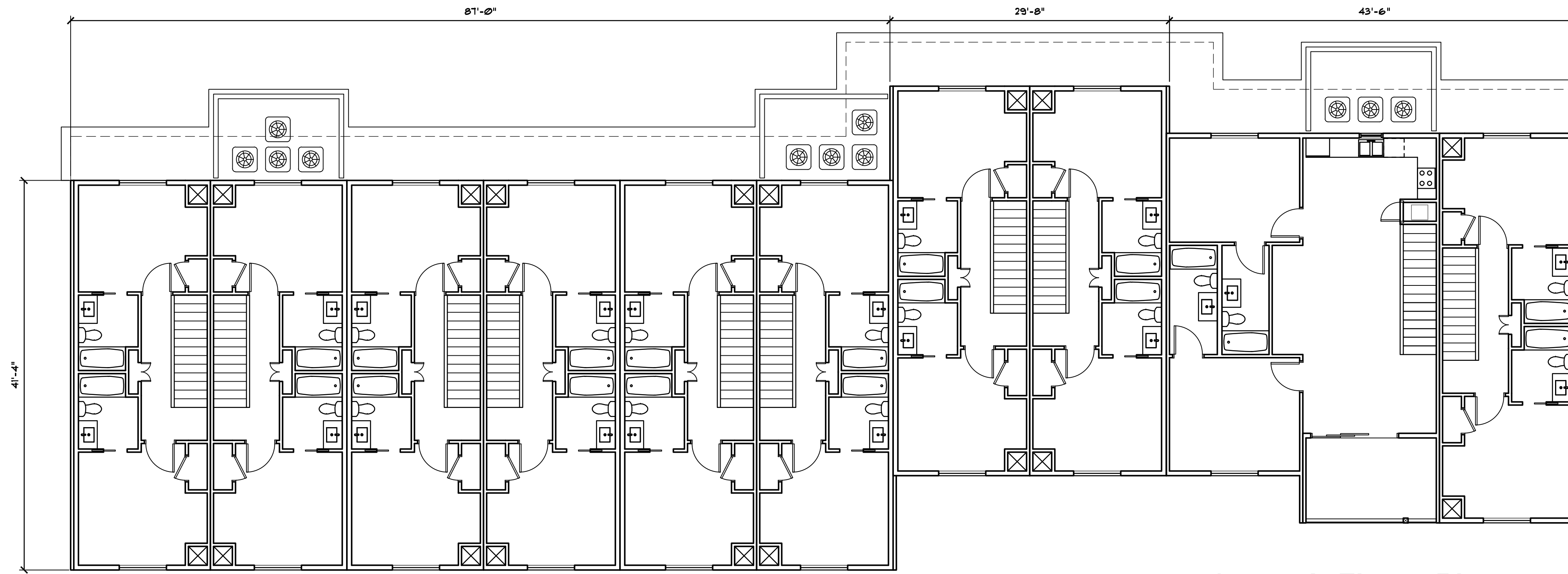
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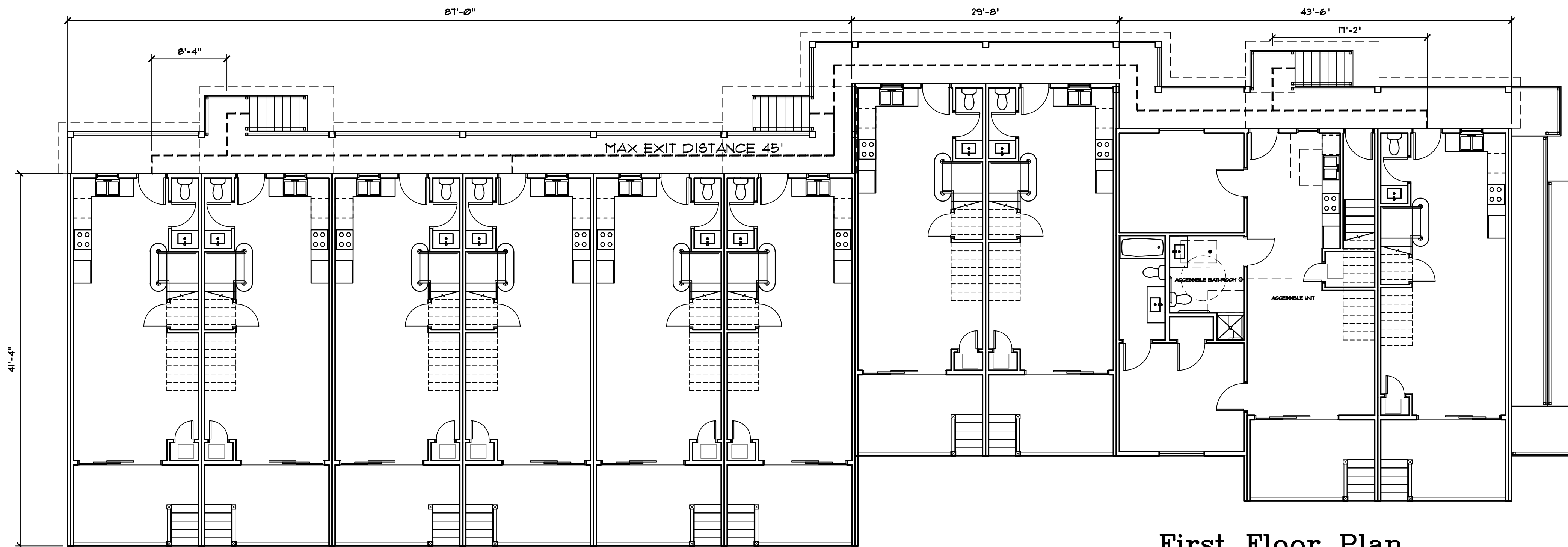
**Banana Bay Resort**  
 2319 N Roosevelt Blvd Key West, FL





**Second Floor Plan**

1/8" = 1' - 0"



**First Floor Plan**

1/8" = 1' - 0"

**LIFE SAFETY NOTES**

- BUILDING EQUIPPED WITH FIRE SPRINKLERS
- FBC 2014 TABLE 1016.2  
OCCUPANCY TYPE R-1 250 FT TO EXIT (MAX ALLOWED)
- HYAC FIRE DAMPERS TO BE INSTALLED AT ALL PENETRATIONS THROUGH FIRE RATED ASSEMBLIES
- DEMISING WALLS TO HAVE ONE HOUR FIRE RATING (ONE HOUR MINIMUM REQUIRED)
- NO FIRE RATING REQUIRED AT CORRIDOR GLAZING (PER 1010.15). TYPE VB CONSTRUCTION REQUIRES NO FIRE RATING (PER TABLE 601) AT EXTERIOR WALLS (WITH GREATER THAN 20' BUILDING SEPARATION (PER TABLE 105.8) AS LONG AS (AT LEAST) TWO EXITS ARE PROVIDED AT AN OPEN AIR CORRIDOR
- ALL GUESTROOMS TO HAVE SMOKE DETECTORS & CARBON DETECTORS (COMBINED). REFER TO ENLARGED GUESTROOM PLANS AND ELEVATIONS FOR ALL SMOKE DETECTOR & FIRE ALARM LOCATIONS

**LEDGEND**

----- EXIT PASSAGE

Banana Bay Resort

2319 N Roosevelt Blvd Key West, FL

THOMAS E. POPE, P.A. ARCHITECT

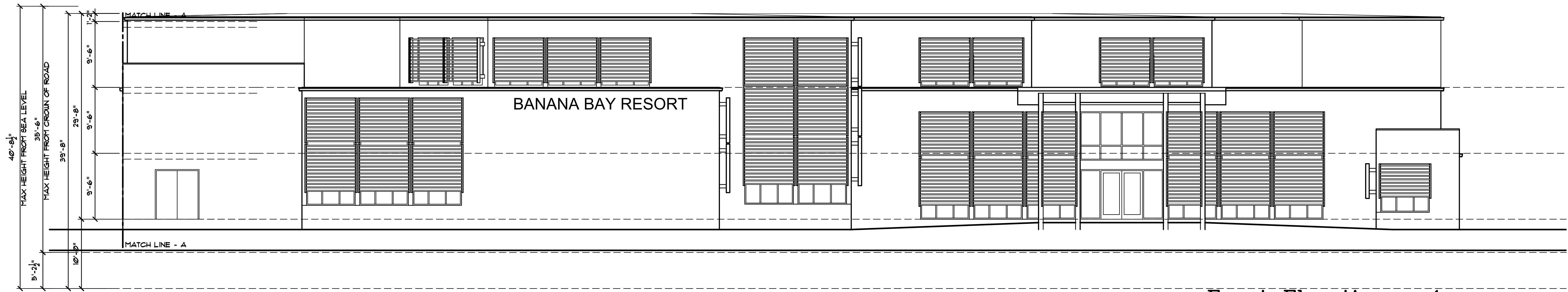
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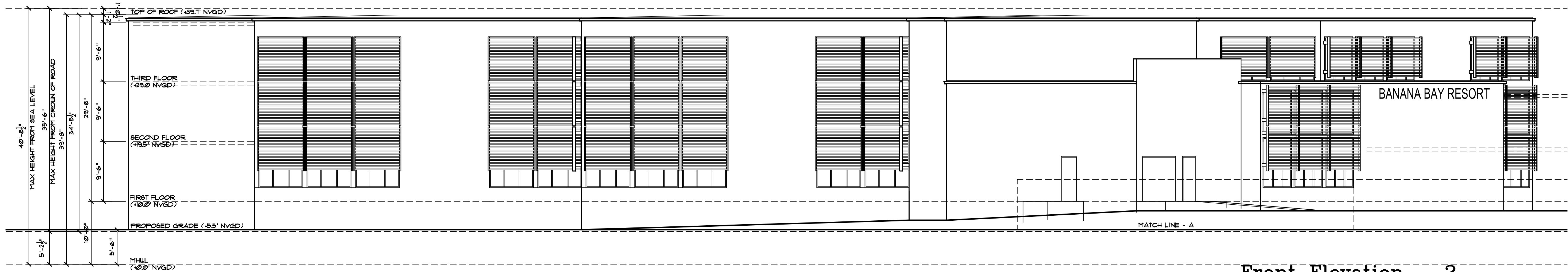
A1.21





**Front Elevation - 1**

1/8" = 1' - 0"



**Front Elevation - 2**

1/8" = 1' - 0"

**INPUTS**

Maximum building height:	30 feet
Base flood elevation (BFE):	9 feet NGVD
Minimum habitable floor elevation:	9 feet NGVD
Minimum habitable floor elevation (BFE+1) <sup>a</sup> :	10 feet NGVD
Minimum habitable floor elevation (BFE+1.5) <sup>b</sup> :	10.5 feet NGVD
Maximum height exception above BFE (BFE+4):	13 feet NGVD

Top of building measurement	39.67 feet NGVD
Bottom of building	10 feet NGVD

Lowest habitable floor level elevation:	10 feet NGVD
Crown of road elevation:	5.2 feet NGVD
Existing grade elevation of subject property:	4.5 feet NGVD

Building Size	
Top of Building	39.67 feet NGVD
Bottom of Building	10 feet NGVD
Building Size	29.67 feet
Compliance match	-0.33 feet

**BEFORE FLOODPLAIN HEIGHT EXCEPTION**

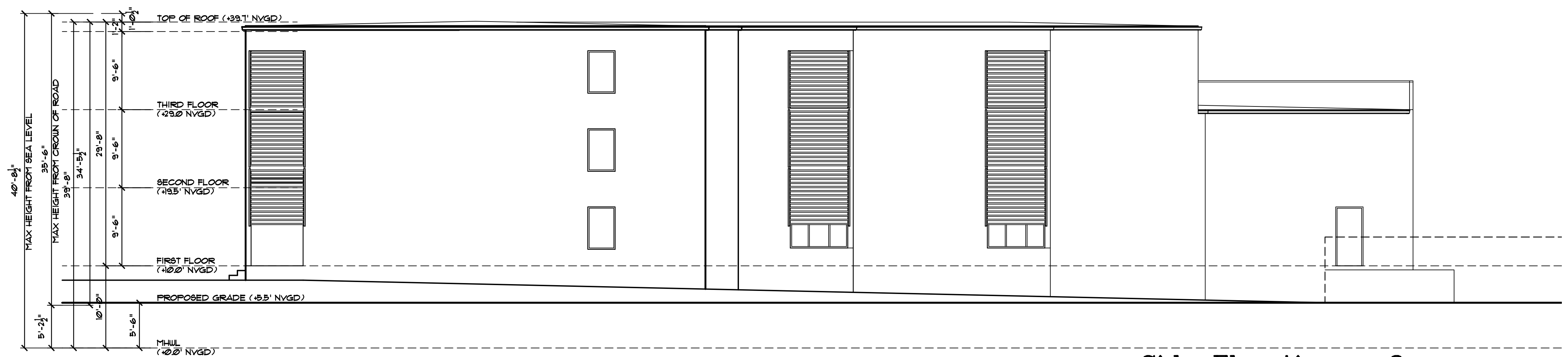
Maximum building height (crown of road + maximum building height):	35.2 feet NGVD
--	----------------

**CALCULATING THE MAXIMUM HEIGHT EXCEPTION**

Distance between existing grade and BFE:	4.5 feet
Distance between BFE and lowest habitable floor level (4 feet max):	1 feet
<b>Total floodplain height exception:</b>	<b>5.5 feet</b>

**OUTPUTS - AFTER FLOODPLAIN HEIGHT EXCEPTION**

Maximum building height from sea level:	40.7 feet NGVD
Compliance match	-1.03 feet
Maximum building height from crown of road:	35.50 feet
Compliance match	4.17 feet



**Side Elevation - 3**

1/8" = 1' - 0"

Banana Bay Resort

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date:  
8/28/15  
revision:  
10/21/15  
12/2/15

sheet:

A2.11

C:\Users\Gavin\Dropbox\Banana Bay\CAD files\Elevations\BananaBay\_Elevations.dwg



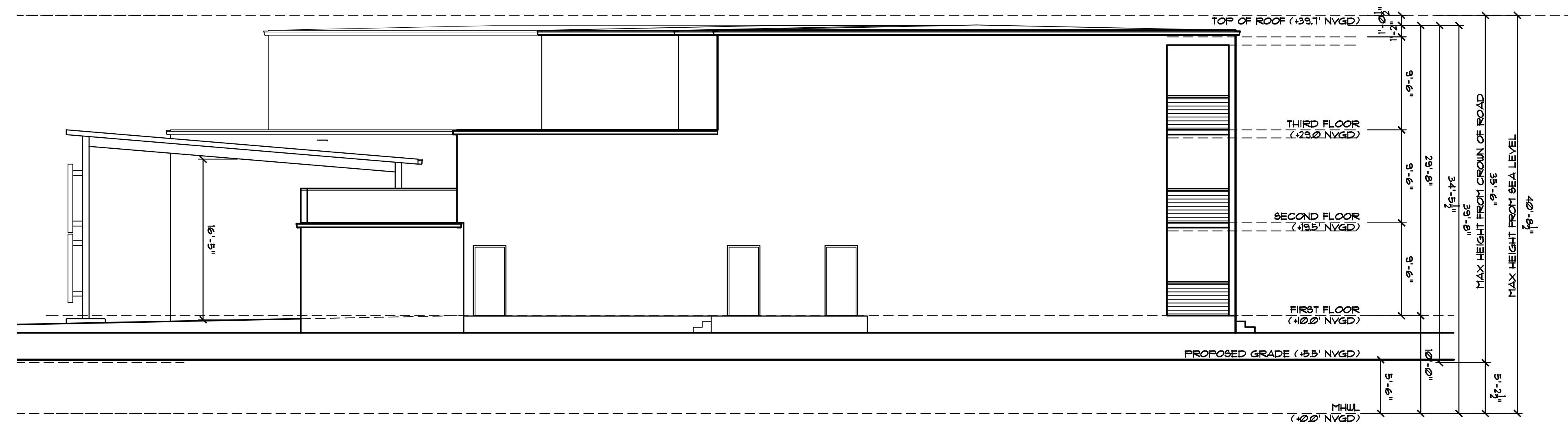
Rear Elevation - 4

1/8" = 1' - 0"



Rear Elevation - 5

1/8" = 1' - 0"



Side Elevation - 6

1/8" = 1' - 0"

Banana Bay Resort

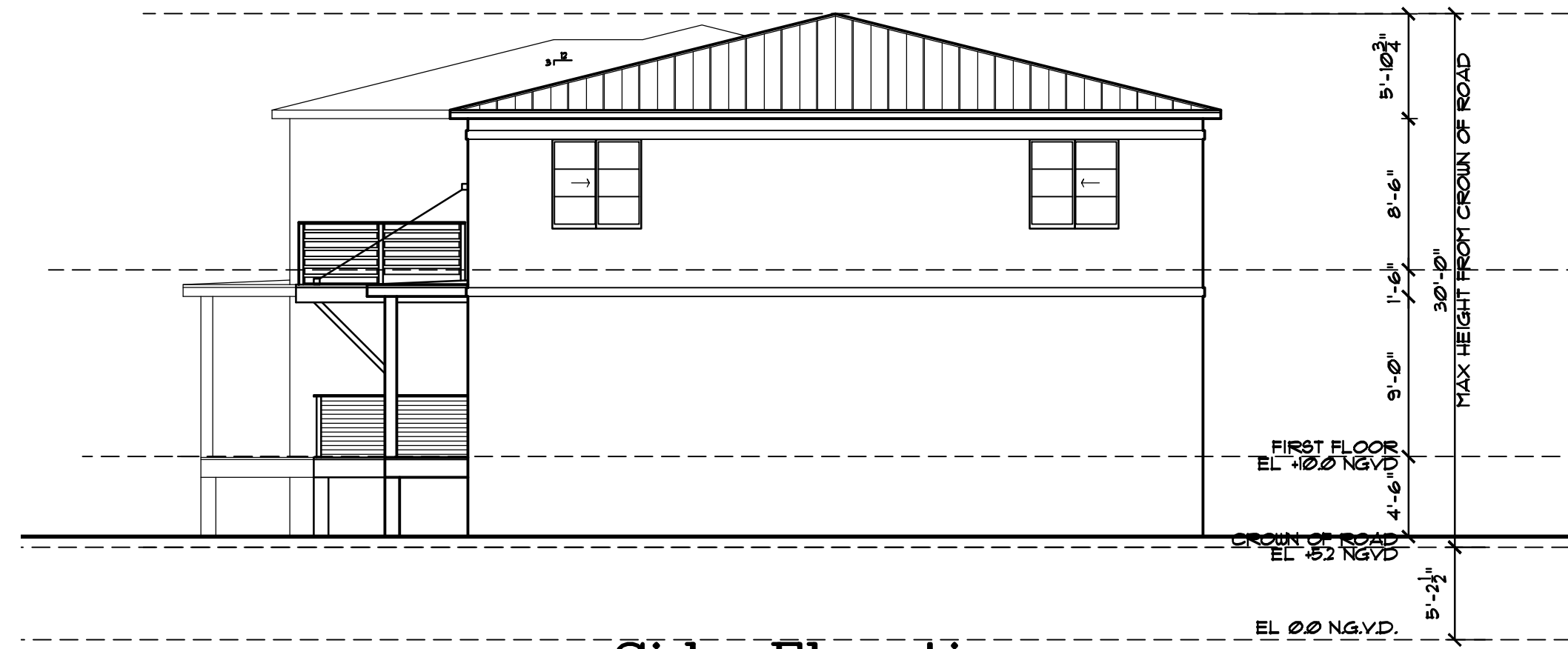
2319 N Roosevelt Blvd Key West, FL

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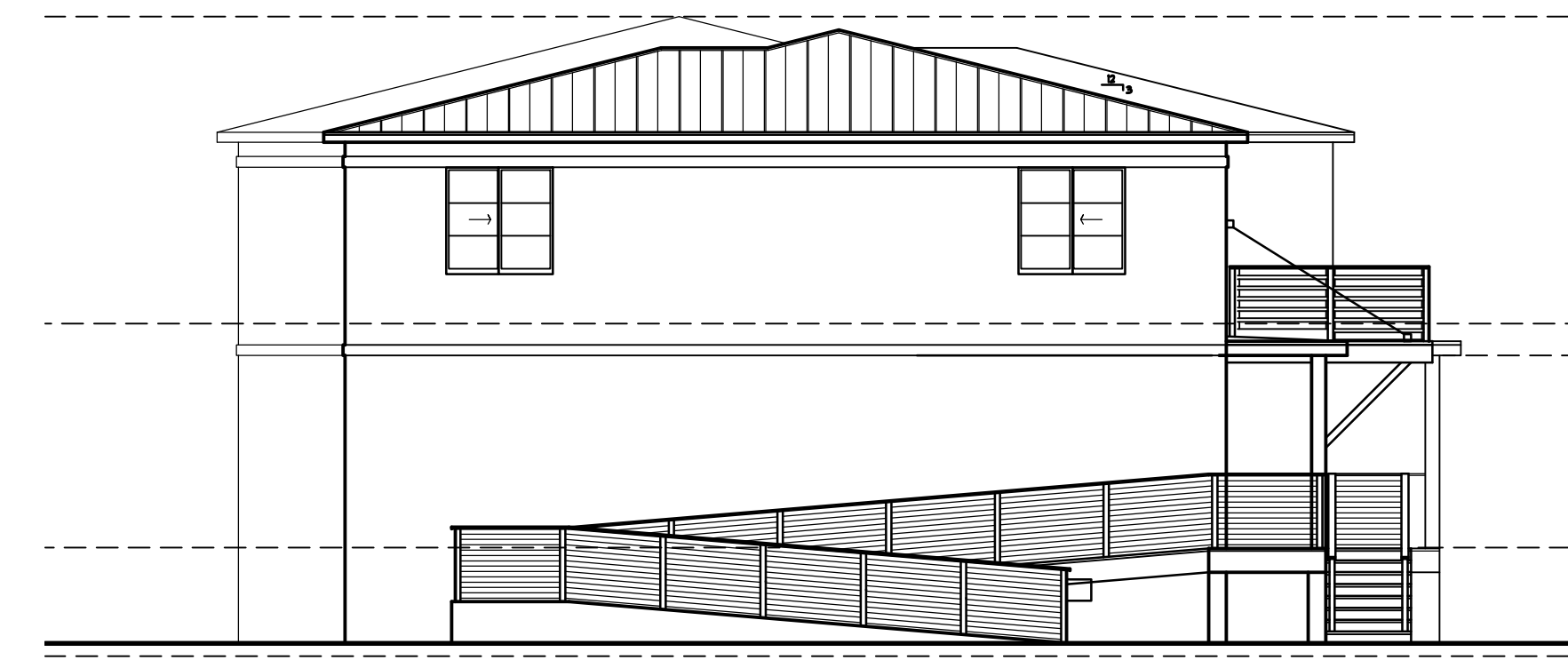
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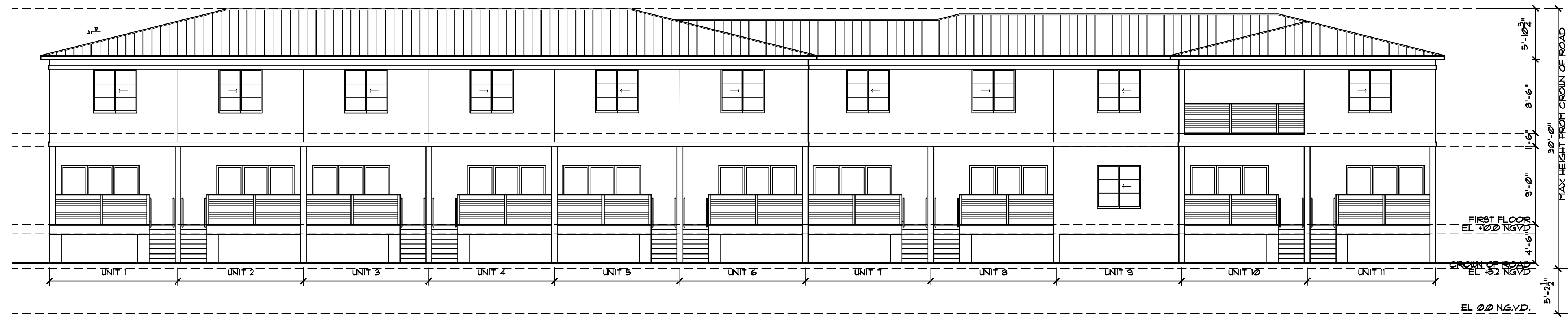
**Side Elevation**

1/8" = 1' - 0"



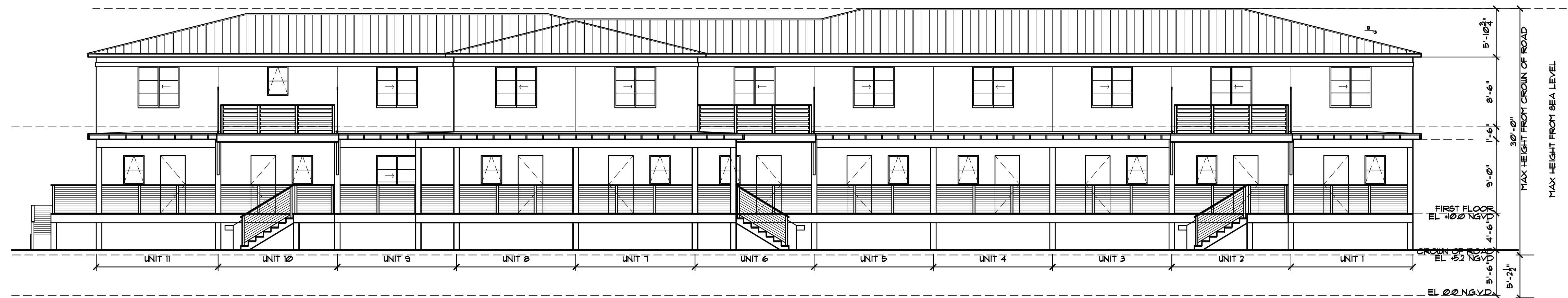
**Side Elevation**

1/8" = 1' - 0"



**Rear Elevation**

1/8" = 1' - 0"



**Front Elevation**

1/8" = 1' - 0"

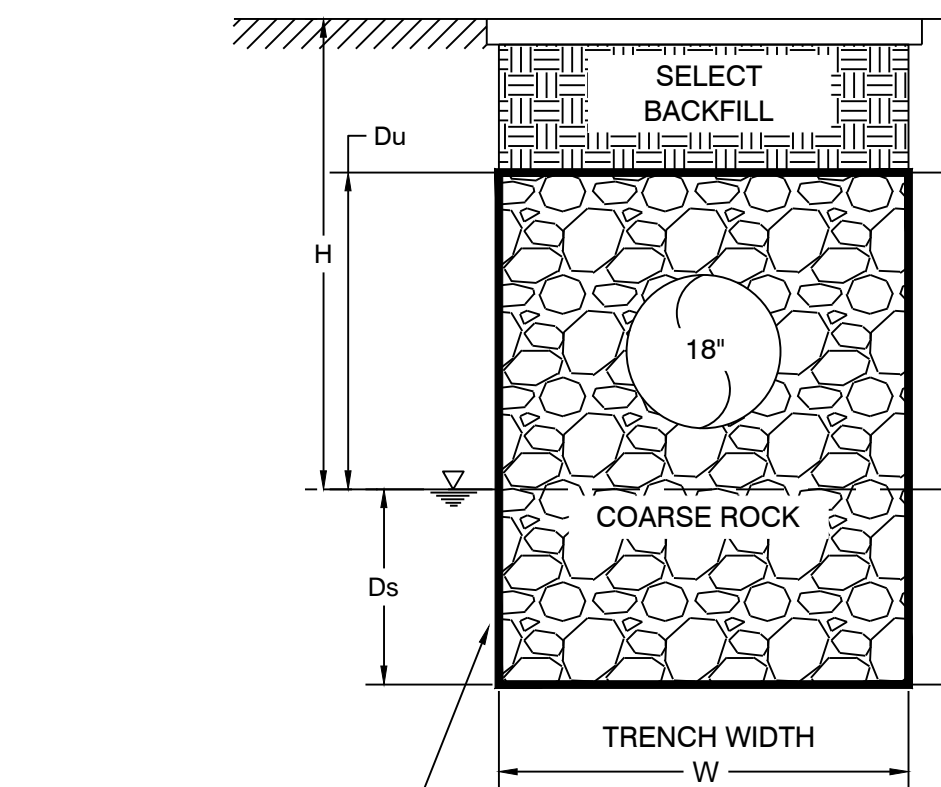


Water Quantity Calculations - 25yr/72hr Design Storm			
<b>Water Quantity - Predevelopment</b>			
Project Area	A =	3.977	ac
Pervious Area		1.732	ac
Impervious Area		2.245	ac
% Impervious		56.45%	
Rainfall for 25yr/24hr event	P <sub>24</sub> =	9	in
Rainfall for 25yr/3day event	P <sub>72</sub> =	12.23	in
Depth to Water Table		4	ft
Predeveloped Available Storage		8.18	in
Soil Storage	S =	3.56	in
$Q_{pre} = \frac{(P_{72} - 0.2S)^2}{(P_{72} + 0.8S)}$	Q <sub>pre</sub> =	8.80	in
Runoff Volume from 25 year/ 3 day storm	V <sub>25yr/72hr</sub> =	34.99	ac-in
<b>Water Quantity - Postdevelopment</b>			
Project Area	A =	3.977	ac
Pervious Area		1.599	ac
Impervious Area		2.379	ac
% Impervious		59.8%	
Rainfall for 25yr/24hr event	P <sub>24</sub> =	9	in
Rainfall for 25yr/3day event	P <sub>72</sub> =	12.23	in
Depth to Water Table		4	ft
Developed Available Storage		8.18	in
Soil Storage	S =	3.29	in
$Q_{post} = \frac{(P_{24} - 0.2S)^2}{(P_{24} + 0.8S)}$	Q <sub>post</sub> =	9.01	in
Runoff Volume from 25 year/ 3 day storm	V <sub>25yr/72hr</sub> =	35.85	ac-in
<b>Postdevelopment - Predevelopment</b>			
$Q_{pre-post} = Q_{post} - Q_{pre}$	Q <sub>pre-post</sub> =	0.22	in
Pre/Post Volume = Q <sub>pre-post</sub> x A	V <sub>pre-post</sub> =	0.86	ac-in

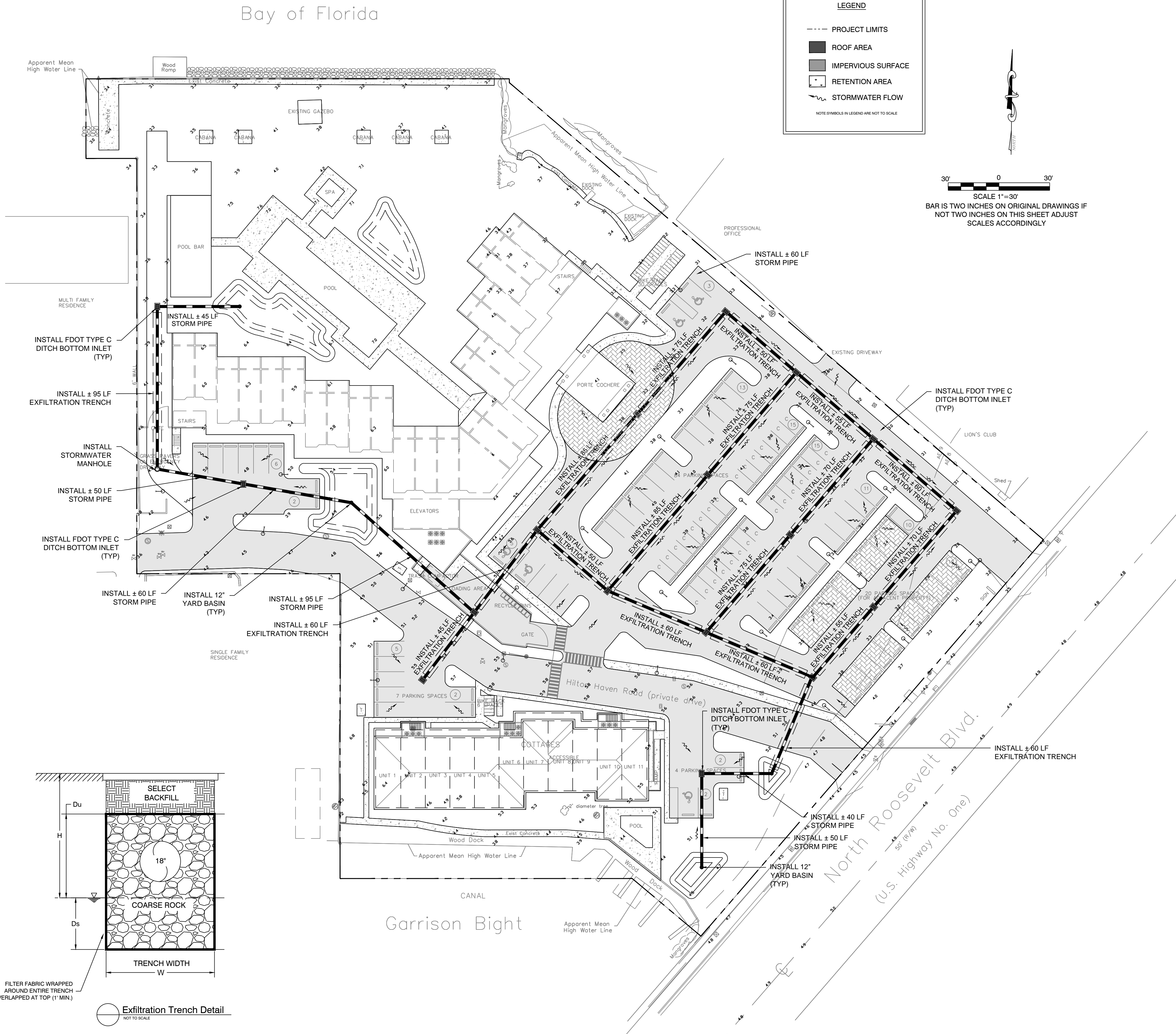
Water Quality Calculations - 25yr/72hr Design Storm			
<b>Water Quality</b>			
Project Area	3.977	ac	173,256
Surface Water	0.000	ac	0
Roof Area	0.683	ac	29,748
Pavement/Walkways	1.696	ac	73,872
Pervious area	1.599	ac	69,636
Impervious area for water Quality (Site area for Water Quality - Pervious area)	1.696	ac	73,872
% Impervious	43%		
A) One inch of runoff from project area	3.977	ac-in	
B) 2.5 inches times percent impervious (2.5 x percent impervious x (site area - surface water))	4.240	ac-in	
<b>Comparison of Water Quality Methods</b>			
	3.977	<	4.240
	ac-in		ac-in
Total Volume Required	4.240	ac-in	15,390
FL Outstanding Waters (150%)	6.360	ac-in	23,085
Pond Volume Provided	1.843	ac-in	6,690
Exfiltration Volume Provided	5.790	ac-in	21,019
Total Volume Provided	7.633	ac-in	27,709

Exfiltration Trench Design	
Required trench length (L) =	$\frac{V}{K(H^2W + 2H^2Du - Du^2 + 2H^2Ds) + 1.39 \times 10^{-4}(W)(Du)}$
Assumed Hydraulic Conductivity, K =	0.0001148
H =	2.5 ft
W =	5 ft
Du =	1 ft
Ds =	4 ft
Volume of Trench, V =	5.790 ac-in
Trench Length Provided =	1185 FT

NOTE: CONTRACTOR TO COORDINATE CONVEYANCE OF ROOF DRAINS/RUNOFF TO NEW STORMWATER MANAGEMENT SYSTEM



Exfiltration Trench Detail  
NOT TO SCALE



**LEGEND**

- PROJECT LIMITS
- ROOF AREA
- IMPERVIOUS SURFACE
- RETENTION AREA
- STORMWATER FLOW

NOTE: SYMBOLS IN LEGEND ARE NOT TO SCALE

30' 0 30'

SCALE 1"=30'

BAR IS TWO INCHES ON ORIGINAL DRAWINGS IF NOT TWO INCHES ON THIS SHEET ADJUST SCALES ACCORDINGLY

CIVIL ENGINEERING • REGULATORY PERMITTING • CONSTRUCTION MANAGEMENT

**PEREZ ENGINEERING & DEVELOPMENT, INC.**

KEY WEST OFFICE  
1010 EAST KENNEDY DRIVE, SUITE 201  
KEY WEST, FLORIDA 33040  
TEL: (305) 295-9440 FAX: (305) 296-0243

ALLEN E. PEREZ, P.E.  
Florida P.E. NO. 51488  
January 18, 2016

ORIGINAL: \_\_\_\_\_

REVISIONS:

1	
2	
3	
4	
5	
6	

BANANA BAY

KEY WEST, FL 33040

CONCEPTUAL DRAINAGE PLAN

BANANA BAY

2319 N. ROOSEVELT BOULEVARD

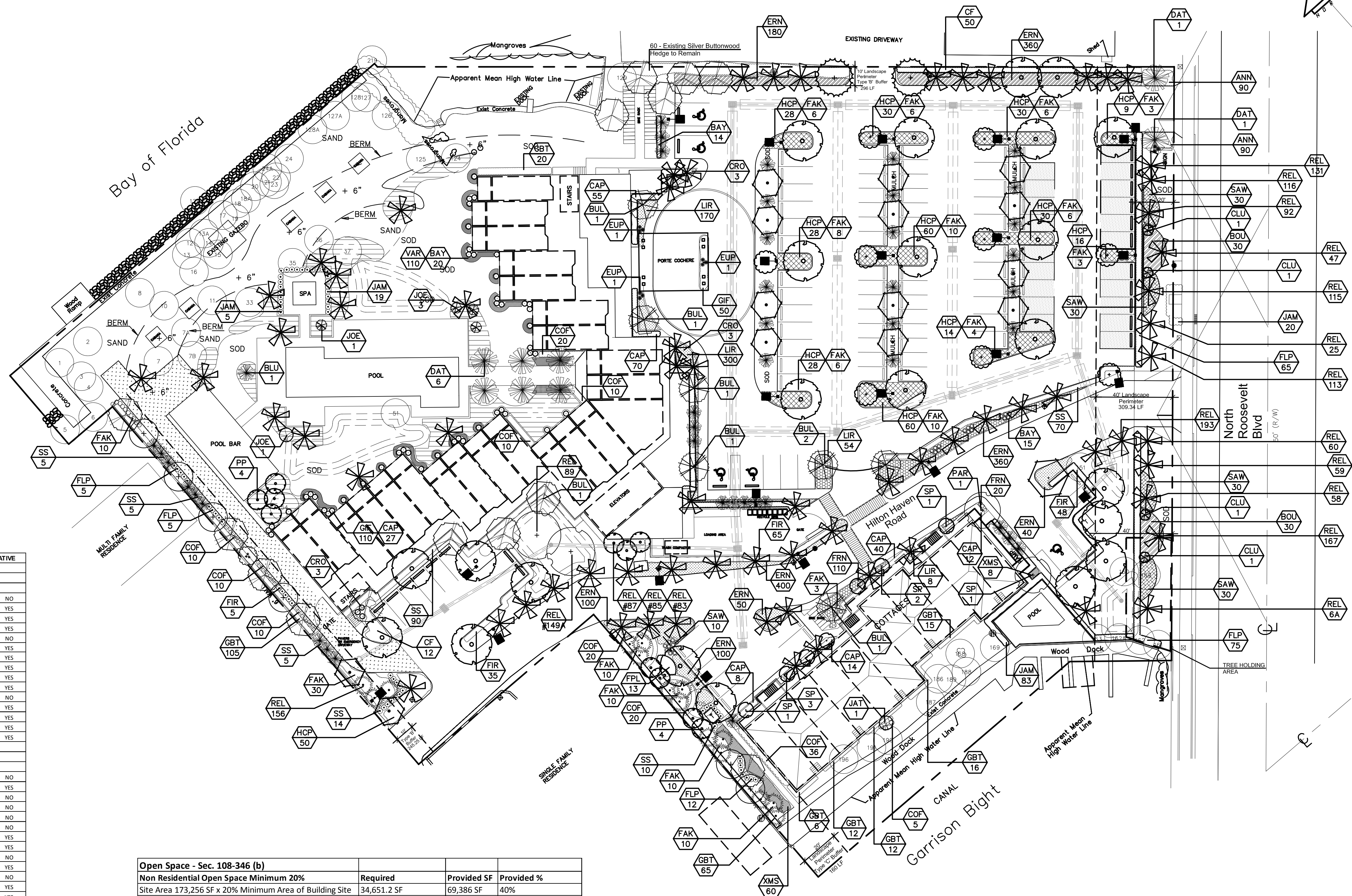
KEY WEST, FL 33040

JOB NO.	151023
DRAWN	BGO
DESIGNED	AEP
CHECKED	AEP
QC	
SHEET	



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-  MAHOGANY
-  GUMBO LIMBO
-  SEAGRAPE
-  CLUSIA ROSEA
-  LIGNUM VITAE
-  SILVER BUTTONWOOD
-  COCONUT PALM
-  THATCH PALM
-  SABAL PALM
-  GREEN BUTTONWOOD
-  BULNESIA
-  MIXTURE OF THE FOLLOWING PLANTS:  
SEVEN YEAR APPLE  
BEACH ELDER  
SCAVOLA  
DUNE SUNFLOWER / ATL GALLARDIA  
RAILROAD VINE  
SEA LAVENDER  
LIRIOPE  
WHITE FOUNTAIN GRASS / ALT SEA OATS  
SAW PALMETTO



KEY	SCIENTIFIC NAME	COMMON NAME	CAL	QTY	HT	SP	REMARKS	NATIVE
<b>TREES</b>								
BUL	Bulnesia arborea	Verawood		7	12'			NO
BUR	Bursera simaruba	Gumbo Limbo	4"	15	12'	6'	single trunk	YES
CLU	Clusia rosea	Pitch Apple	3"	23	12'	6'	single trunk	YES
COC	Coccoloba uvifera	Seagrape	3"	6	12'	8'	multi-trunk	YES
CON	Conocarpus erectus	Green Buttonwood	2.5"	13	12'	6'		YES
CON	Conocarpus erectus 'sericeus'	Silver Buttonwood	2.5"	1	8'		Multi trunk	YES
PP	Eugenia rhombica	Red Stopper	2"	8	8-10'	5'		YES
SP	Guaiacum sanctum	Lignum Vitae	2"	9	8'-10' ht.	B&B, 2" CAL.		YES
SP	Myrcianthes fragrans	Simpson Stopper	2.5"	8	9-10'			YES
DAT	Phoenix sylvestris	Wild Date Palm		8	8' cl.		Matching	NO
CLU	Sabal palmetto	Sabal Palm		14	14', 16', 18' OA		Slick	YES
PAR	Swietenia mahagoni	Mahogany	2.5"	1	12'			YES
SWI	Swietenia mahagoni	Mahogany	2.5"	2	12'		single trunk	YES
THR	Thrinax radiata	Thatch Palm	42		10'-12' OA		B&B	YES
<b>SHRUBS AND GROUND COVERS</b>								
ANN	Annual Flowers			180			1 gal	NO
BAY	Suriana maritima	Bay Cedar		49	4'			YES
BLU	Lantana loddigesii	Blue Lantana Palm		1	10'		B&B	NO
BOU	Bougainvillea sp.	Bougainvillea		60	18"	18"	color by owner	NO
CAP	Schefflera arboricola 'gold capella'	Capella		226	30"	30"		NO
CF	Livistona chinensis	Chinese Fan Palm		62	36"	30"		NO
CLU	Clusia guttata	Small Leaf Clusia		4	6'			YES
COF	Psychotria nervosa	Wild Coffee		156	24"	18"		YES
CRN	Codiaeum variegatum 'Bravo'	Croton		9	5'		standard	NO
ERN	Ermodea littoralis	Golden Creeper		1190	12"	12"	18" oc	YES
EUP	Chamaerops humilis	European Fan Palm		3	5'	5'	Multi trunk	NO
FAK	Muhlenbergia capillaris	Mulhy Grass		148	24"	18"		YES
FIR	Hamelia patens 'compacta'	Firebush		153	24"	18"		YES
FLP	Forestiera segregata	Florida Privet		175	36"	18"		YES
FRN	Nephrolepis exaltata	Sword Fern		400	10"	10"	no tubers	YES
GBT	Conocarpus erectus	Green Buttonwood		251	3'		full to ground	YES
GFI	Ficus microcarpa 'Green Island'	Green Island Ficus		160	12"	12"		YES
HCP	Chrysobalanus icaco 'horizontal'	Horizontal Cocoplum		383	12"	15"		YES
JAM	Capparis cynophallophora	Jamica Caper		120	30"			YES
JAT	Jatropha integerrima	Jatropha		1	4'		Multi trunk	NO
JOE	Alternanthera ficoidea	Joewood		2"	5'	5'	B&B	YES
LIR	Liriope muscari 'super green'	Liriope		562	12"	12"	6 bib min	NO
PEP	Peperomia obtusifolia	Peperomia		200			1 gal	YES
SAW	Serona repens	Saw Palmetto		130	2'	4'	Silver	YES
SS	Myrcianthes fragrans	Simpson Stopper		199	3'		full to ground	YES
VAR	Schefflera arboricola 'trinetta'	Trinette		235	18"	14"		NO
XMS	Crossopetalum ilicifolium	Quail Berry		68				YES
<b>BEACH PLANT MIX</b>								
	Adonidia merrillii	Adonidia Palm		10			Relocated from the holding area	
	Gentia clusifolia	Seven Year Apple		9	4'			YES
	Argusia gnaphalodes	Sea Lavender		30	1'-3'		plant deep	YES
	Helianthus debilis	Dune Sunflower		40	12"	12"	#1	YES
	Ipomoea pes-caprae	Railroad Vine		12		18"	3 runner min.	YES
	Iva imbricata	Beach Elder		200			#1	YES
	Peperomia obtusifolia	Peperomia		200	12"	12"		YES
	Ermodea littoralis	Golden Creeper		20	12"			YES
	Serona repens	Saw Palmetto		23	2'	4'		YES
	Scaevola plumieri	Inkberry		40	1'	1'		YES
	Uniola paniculata	Sea Oats		80	18"	18"		YES
	<b>Total number plants</b>			<b>6009</b>				
	<b>Total number native plants</b>			<b>4427</b>				<b>73%</b>

Open Space - Sec. 108-346 (b)	Required	Provided SF	Provided %
Non Residential Open Space Minimum 20%	34,651.2 SF	69,386 SF	40%
Site Area 173,256 SF x 20% Minimum Area of Building Site		69,386 SF	40%
Landscape Areas		69,386 SF	40%
Active Recreation / Permeable Areas		69,386 SF	40%
<b>Total Open Space</b>		<b>69,386 SF</b>	<b>40%</b>
<b>REQUIRED SCREENING - Sec. 108-347 (b,c,d)</b>			
<b>Landscape Buffer West Property Line - Multi-family</b>	<b>Total Plants Provided</b>	<b>x Plant Units</b>	<b>Plant Units Provided</b>
Type B Buffer 10' - 245.25 LF			
40 Plant Units / 100 LF			
40 x 2.45 = 99 units required			
Canopy Trees	14	10	140
Ornamental Trees		5	
Shrubs	219	1	219
<b>Total Plant Units Provided West Property Line</b>			<b>359</b>
<b>Landscape Buffer West Property Line - Single Family</b>	<b>Total Plants Provided</b>	<b>x Plant Units</b>	<b>Plant Units Provided</b>
Type C Buffer 20' - 160 LF			
56 Plant Units / 100 LF			
56 x 1.6 = 90 units required			
Canopy Trees	8	10	80
Ornamental Trees	4	5	20
Shrubs	193	1	193
<b>Total Plant Units Provided West Property Line</b>			<b>293</b>
<b>Landscape Buffer North/East Property Line - Commercial</b>	<b>Total Plants Provided</b>	<b>x Plant Units</b>	<b>Plant Units Provided</b>
Type B Buffer 10' - 296 LF			
36 Plant Units / 100 LF			
36 x 2.96 = 107 units required			
Canopy Trees	7	10	70
Ornamental Trees		5	
Shrubs	43	1	43
<b>Total Plant Units Provided North/East Property Line</b>			<b>113</b>

SEC. 108-411/416 MINIMUM LANDSCAPE REQUIREMENTS	Minimum Landscaped Areas - Sec. 108-412 (a)	SF / % Required	SF / % Provided
Site Area 173,256 SF x 20% Minimum Area of Building Site		34651 SF / 20%	69,386 SF / 40%
<b>Minimum Native Plant Requirement 70% - Sec. 108-412 (b)</b>			
Native Plants	4427		73%
Exotic Plants	1582		27%
<b>Total Native &amp; Exotic Plants</b>	<b>6009</b>		
<b>Minimum Standards Landscaping Along Street Frontage Right of Way - Sec. 108-413</b>			
Area of Site more than 3 Acre, Width of Required Landscaping 40' and 160 Plant Units / 100 LF			
309.34 LF Property Line Abutting Street Frontages / 100 LF = 3.09			
160 Plant Units x 3.09 = 495 Plant Units Required			
Canopy Shade Trees	18	10	180
Evergreen / Ornamental Trees	4	3	12
Shrubs	304	1	304
<b>Total Plant Units Provided</b>			<b>496</b>
<b>Requirements for Interior Areas - Sec. 108-414</b>			
Landscape Area 20% of total Parking Area			
49,071 SF Parking Area x .20 = 9814.2 SF Landscape Area Required			
1 tree required per 100 SF Required Landscape Area			
9814.2 SF Required / 100 SF	99 Trees		99 Trees
<b>Perimeter Landscaping Requirements - Sec. 108-415</b>			
Building Site over 50,000 SF - 10' Perimeter Landscaping Width Required			
1 Canopy Tree and 10 shrubs required / 35 LF in perimeter Landscaping Area			
296 LF / 35	9 Trees	9 Trees	9 Trees
	90 Shrubs	90 Shrubs	90 Shrubs
<b>Landscape Requirements in Nonvehicular Open Space (NOS) - Sec. 108-416</b>			
Percent of Site in NOS is Less Than 30% NOS Requires 4 Trees / 2000 SF of NOS			
24.7 % or 42964.2 SF of Site is Nonvehicular Open Space			
	86 trees	104 trees	
42964.2 SF / 2000 = 21.48 SF x 4 trees			

# GENERAL LANDSCAPING

LANDSCAPE ARCHITECTURE  
LANDSCAPE CONSTRUCTION

845 N.E. 71st Street  
BOCA RATON, FLORIDA 33487  
(561) 994-3755

## BANANA BAY

North Roosevelt Blvd.  
Key West, FL

- REVISIONS
- 6/23/15
- 9/4/15
- 11/3/15
- 11/9/15

DRAWN: \_\_\_\_\_ CHECKED: \_\_\_\_\_  
DT: \_\_\_\_\_ CO: \_\_\_\_\_  
SCALE: \_\_\_\_\_ DATE: \_\_\_\_\_  
1" = 30' 4/24/15

## LANDSCAPE PLAN

FILE NO: \_\_\_\_\_ JOB NO: \_\_\_\_\_  
0000 0000  
SEAL: \_\_\_\_\_ SHEET NO: \_\_\_\_\_

L-1

of 4



# GENERAL LANDSCAPING

LANDSCAPE ARCHITECTURE  
LANDSCAPE CONSTRUCTION

845 N.E. 71st Street  
BOCA RATON, FLORIDA 33487  
(561) 994-3755

## BANANA BAY

North Roosevelt Blvd.  
Key West, FL

REVISIONS  
6/23/15  
9/4/15  
11/3/15

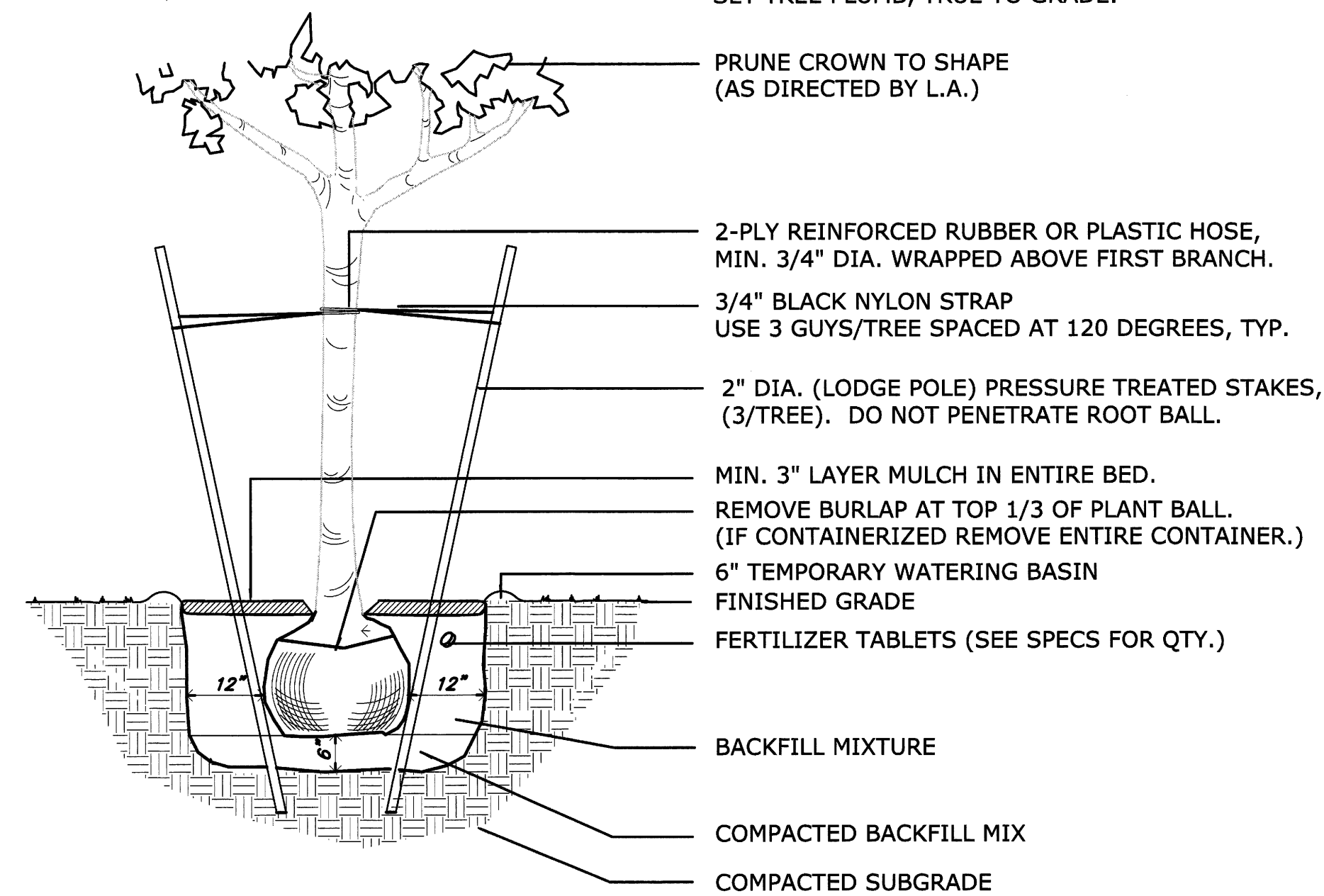
DRAWN \_\_\_\_\_ CHECKED \_\_\_\_\_  
DT \_\_\_\_\_ CO \_\_\_\_\_  
SCALE \_\_\_\_\_ DATE \_\_\_\_\_  
1" = 30' 4/24/15  
TITLE \_\_\_\_\_

## LANDSCAPE DETAILS

FILE NO. \_\_\_\_\_ JOB NO. \_\_\_\_\_  
0000 0000  
SEAL \_\_\_\_\_ SHEET NO. \_\_\_\_\_

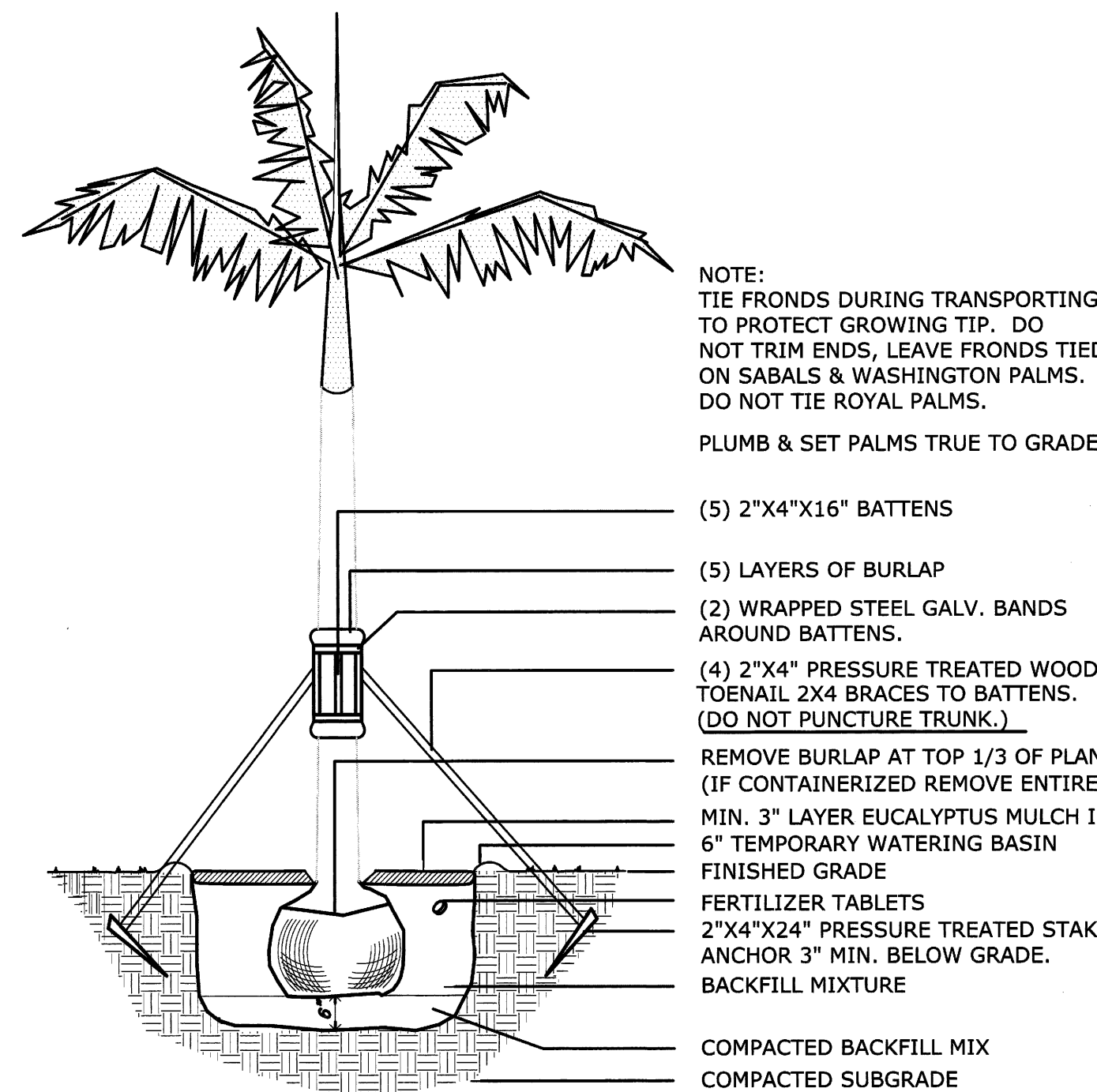
LANDSCAPE ARCHITECT  
*Chris Carter*  
12/1/15  
L-2  
OF 4

NOTE: MULCH RING AROUND  
BASE OF TREE TO BE MIN. 2'0"  
IN DIA. SOD TO BE TRIMMED  
IN A CIRCULAR CONFIGURATION.  
SET TREE PLUMB, TRUE TO GRADE.



### TREE PLANTING DETAIL

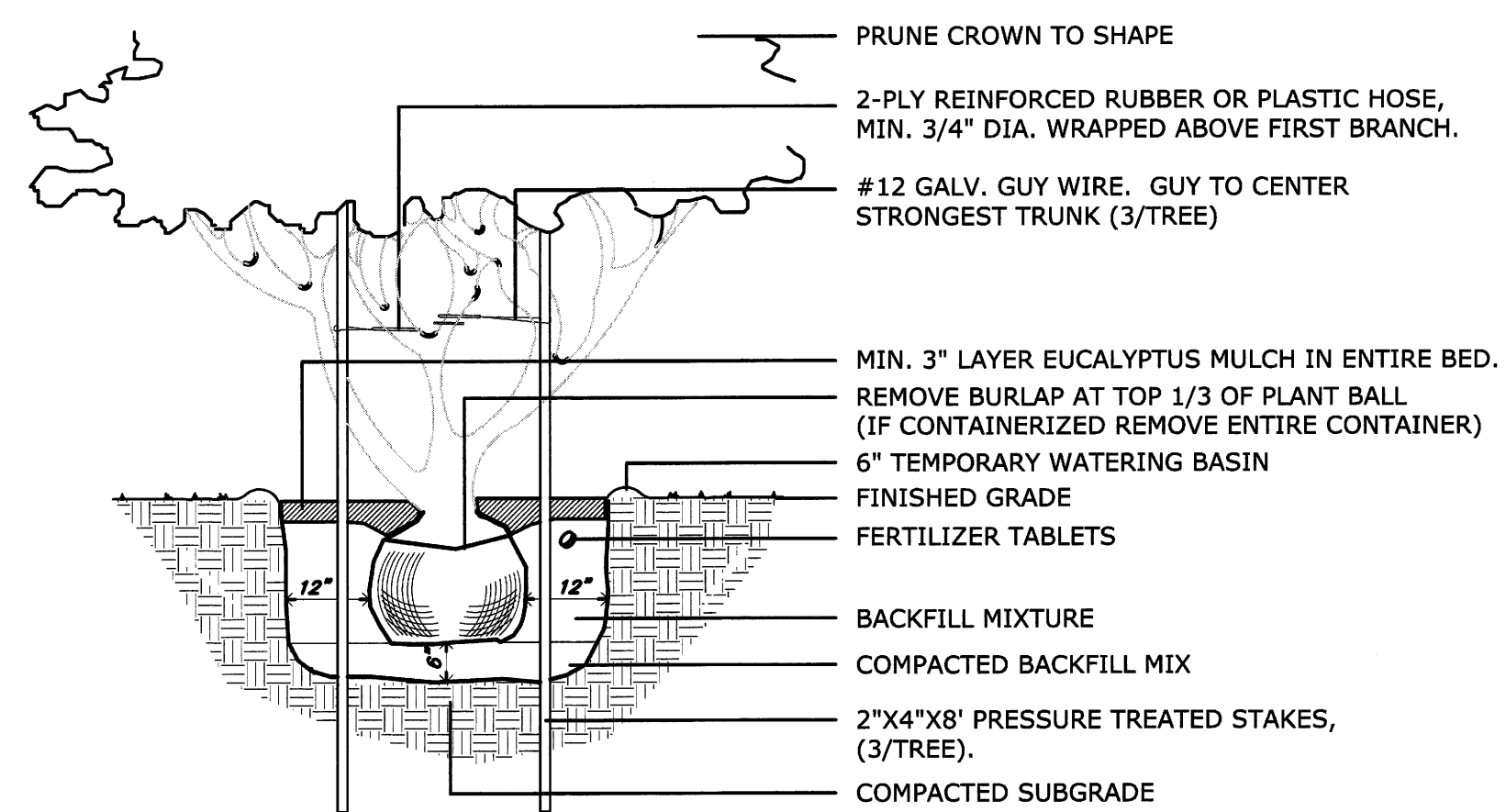
No Scale



### PALM PLANTING DETAIL

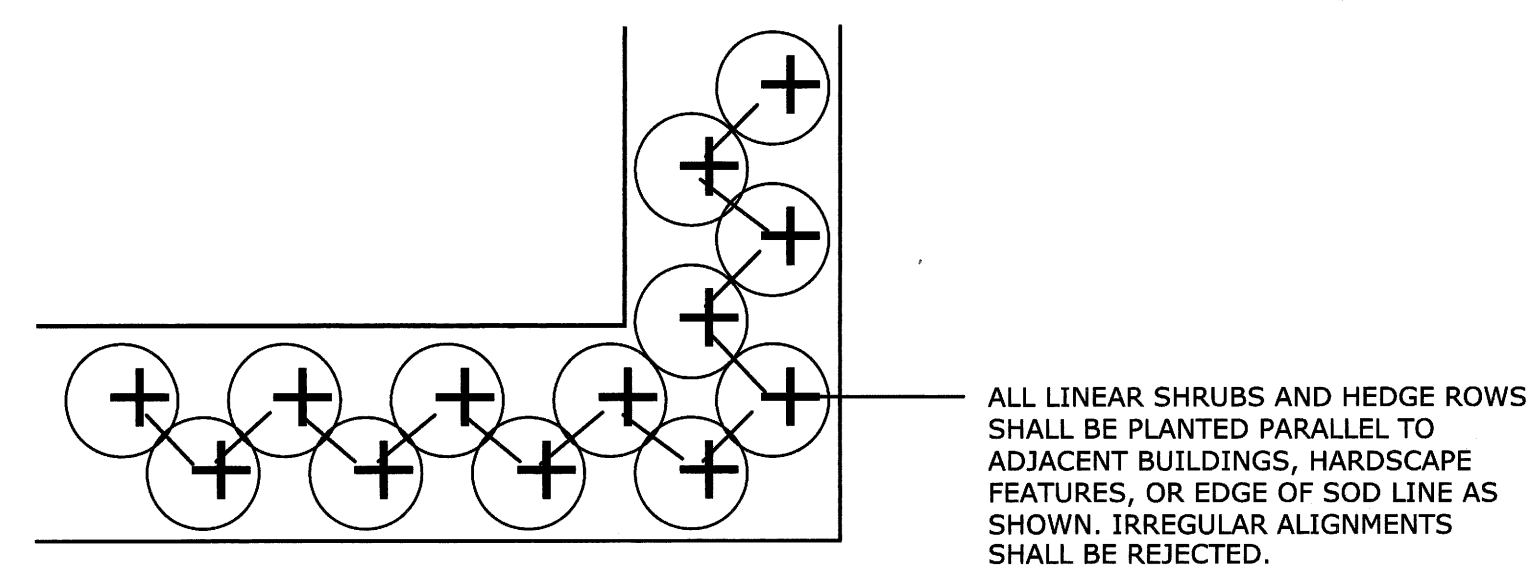
No Scale

NOTE: MULCH RING AROUND  
BASE OF TREE TO BE 2'0"  
IN DIA. SOD TO BE TRIMMED  
IN A CIRCULAR CONFIGURATION.  
SET TREE PLUMB, TRUE TO GRADE.



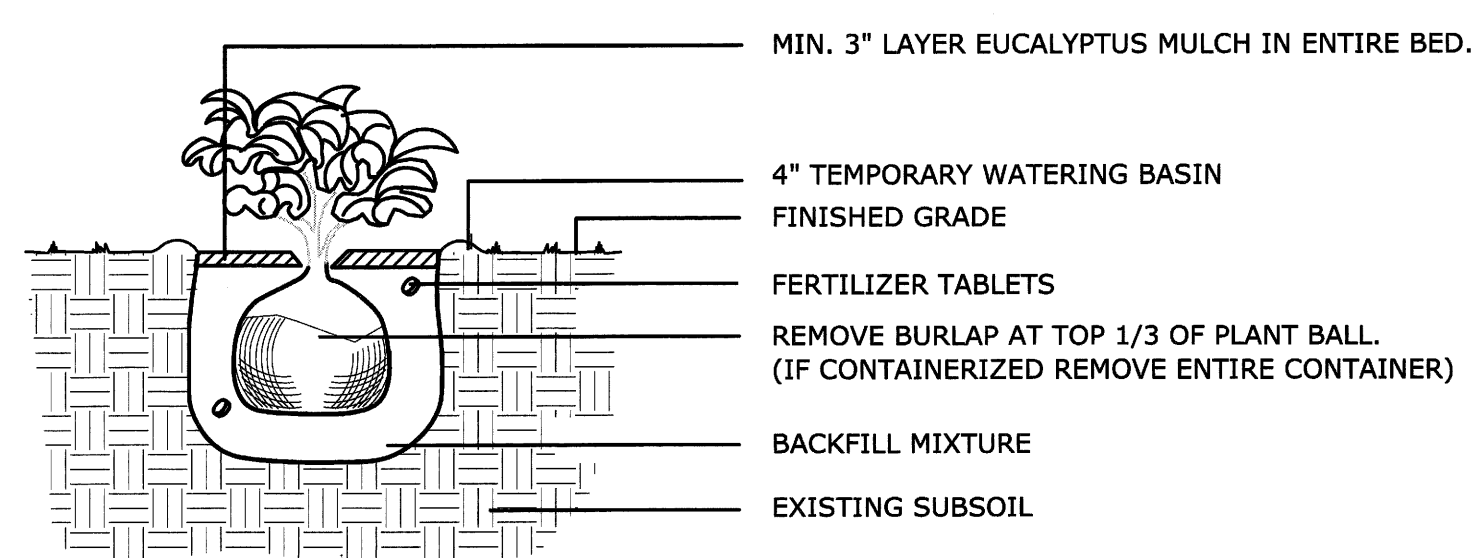
### MULTITRUNK PLANTING DETAIL

No Scale



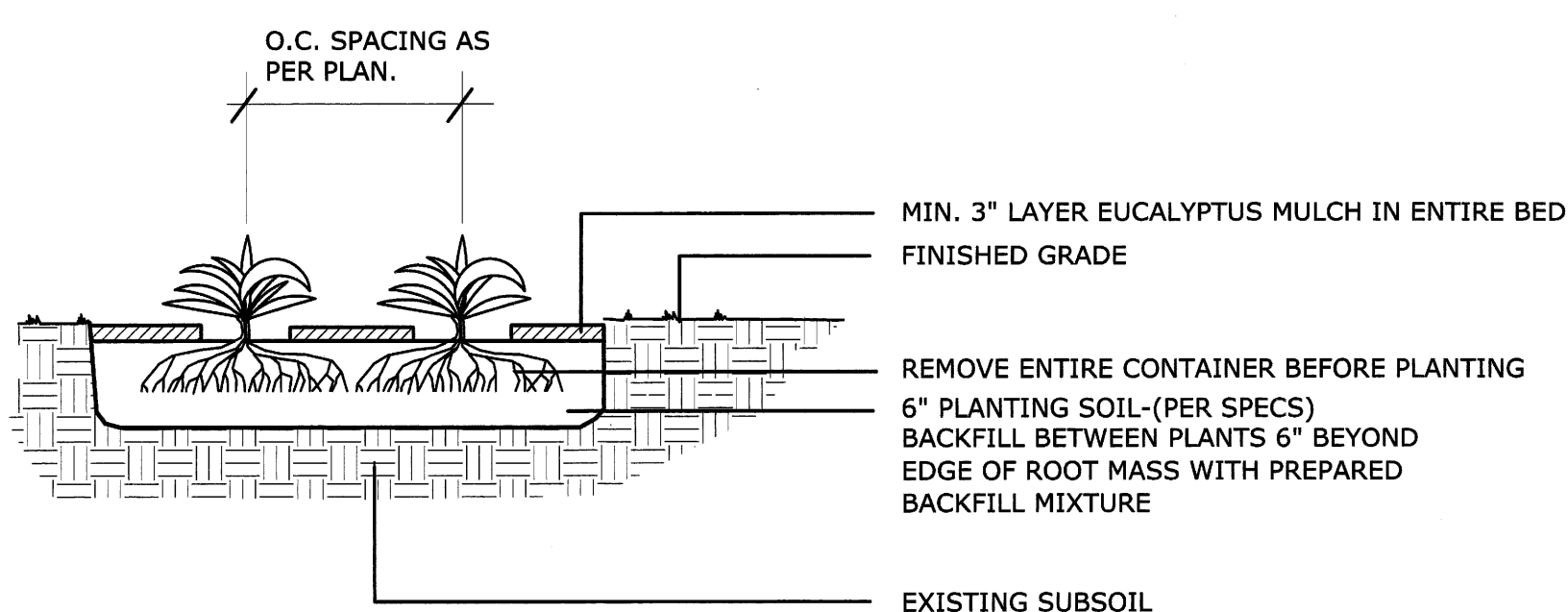
### PLANTING SPACE DETAIL

No Scale



### SHRUB PLANTING DETAIL

No Scale



### GROUNDCOVER / ANNUALS PLANTING DETAIL

No Scale

### PLANTING NOTES:

All plant materials shall conform to the standards for Florida No. 1 or better as given in "Grades and Standards for Nursery Plants Part 1, February 1998, State of Florida, Department of Agriculture, Tallahassee.

All sod shall be clean and reasonably free of weeds and pests or diseases.

All landscape areas not covered with trees, shrubs or ground covers shall be sodded with St. Augustine "Floritam" unless otherwise noted.

All landscape areas shall be mulched to provide a minimum of 3" Grade A Eucalyptus mulch.

Contractor is responsible for locating all underground utilities prior to installation of planting materials to avoid damage.

Contractor is to furnish all materials, equipment, labor and plants as required to install the proposed planting as indicated on the landscape plans.

All trees are to be staked and/or guyed as indicated on the planting details.

All plant materials to be backfilled with a mixture of 1/3 approved Florida peat, 1/3 approved topsoil and 1/3 clean sand. To this mixture add 15 pounds of 6-6-6 fertilizer per cubic yard. Thoroughly mix all parts prior to placing in plant pits.

The Contractor shall lay out the locations of the plant beds and contact the Landscape Architect for approval before the installation of the plant material. The Landscape Architect may adjust the location of the plants before planting.

All quantities on the plans are intended as a guide and shall be verified by the Contractor with a comprehensive plant take-off. Should any discrepancies occur, the Landscape Architect is to be notified for clarification prior to bidding.

Any existing plant material to remain shall be protected during construction with a physical barrier to be approved by the Landscape Architect.

All landscape islands and other landscape areas that are adjacent to vehicular use areas are required to be curbed with concrete non-mountable curbing at least six inches in height.

The unpaved portion of the R.O.W. adjacent to the property line and to the edge of roadway shall be landscaped with sod and irrigated.

All landscape areas are to be irrigated to provide a minimum of 150% coverage, using Xeriscape principles.

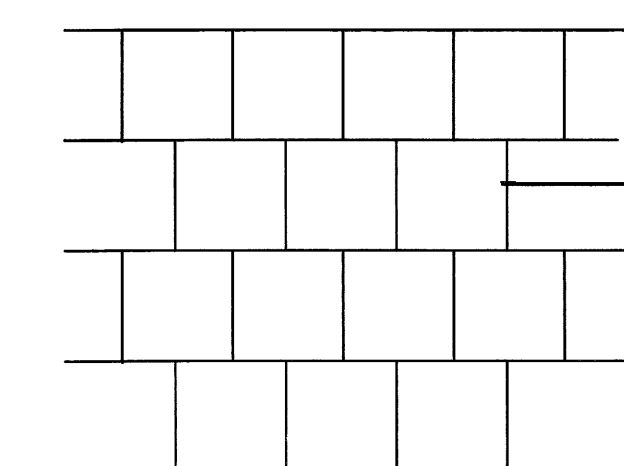
All tree trimming to be contracted with ISA certified arborist.

Clean out areas / hazardous materials to be located a minimum 25 ft from retained tree protection areas.

Owner shall be responsible for the maintenance of all required landscaping. All required landscaping shall be maintained free of debris and free of tree abuse.

Newly installed plants which do not survive will be replaced no later than 30 days from the time the tree expired.

Tree holding area to have bubblers to each of the 17 trees. They should run twice a day. The trees will be staked while in the holding area.

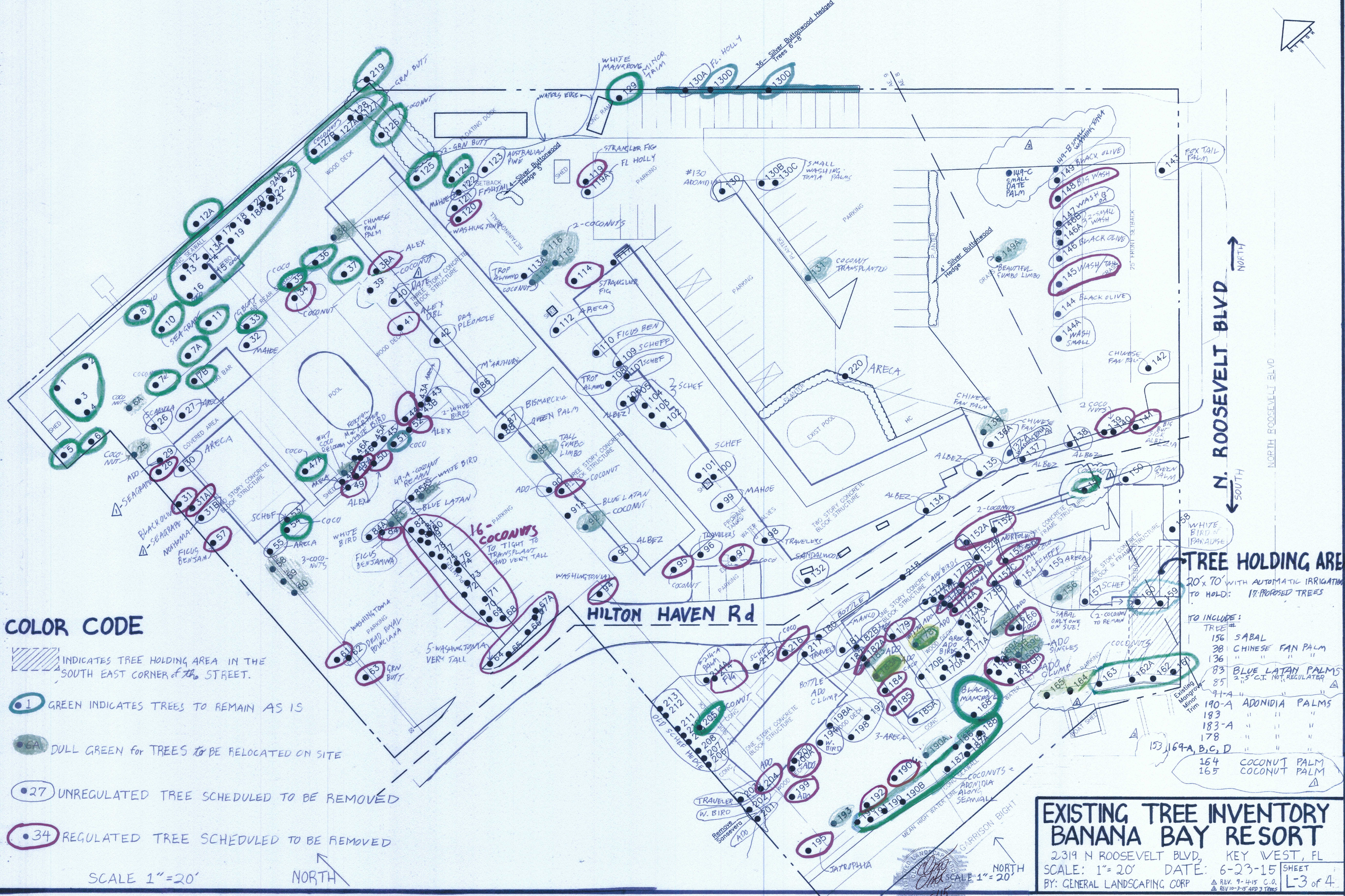
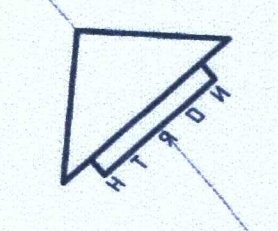


### SOD PLANTING DETAIL

No Scale

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### COLOR CODE

- INDICATES TREE HOLDING AREA IN THE SOUTH EAST CORNER of the STREET.
- GREEN INDICATES TREES TO REMAIN AS IS
- DULL GREEN for TREES to BE RELOCATED ON SITE
- UNREGULATED TREE SCHEDULED TO BE REMOVED
- REGULATED TREE SCHEDULED TO BE REMOVED

SCALE 1"=20'

NORTH

### TREE HOLDING AREA

20' x 70' WITH AUTOMATIC IRRIGATION TO HOLD: 17 PROPOSED TREES

- TO INCLUDE:
- 156 SABAL
  - 38 CHINESE FAN PALM
  - 136 " " "
  - 83 BLUE LATAN PALMS
  - 85 2-5' C.T. NOT REGULATED
  - 91-A
  - 190-A ADONIDIA PALMS
  - 183 " " "
  - 183-A " " "
  - 178 " " "
  - 153, 169-A, B, C, D
  - 164 COCONUT PALM
  - 165 COCONUT PALM

## EXISTING TREE INVENTORY BANANA BAY RESORT

2319 N ROOSEVELT BLVD, KEY WEST, FL  
 SCALE: 1"=20' DATE: 6-23-15 SHEET  
 BY: GENERAL LANDSCAPING CORP. REV. 9-4-15 C.O. L-3 of 4  
 REV 10-3-15 ADD 3 TREES

SCALE 1"=20'





# TREE KEY:

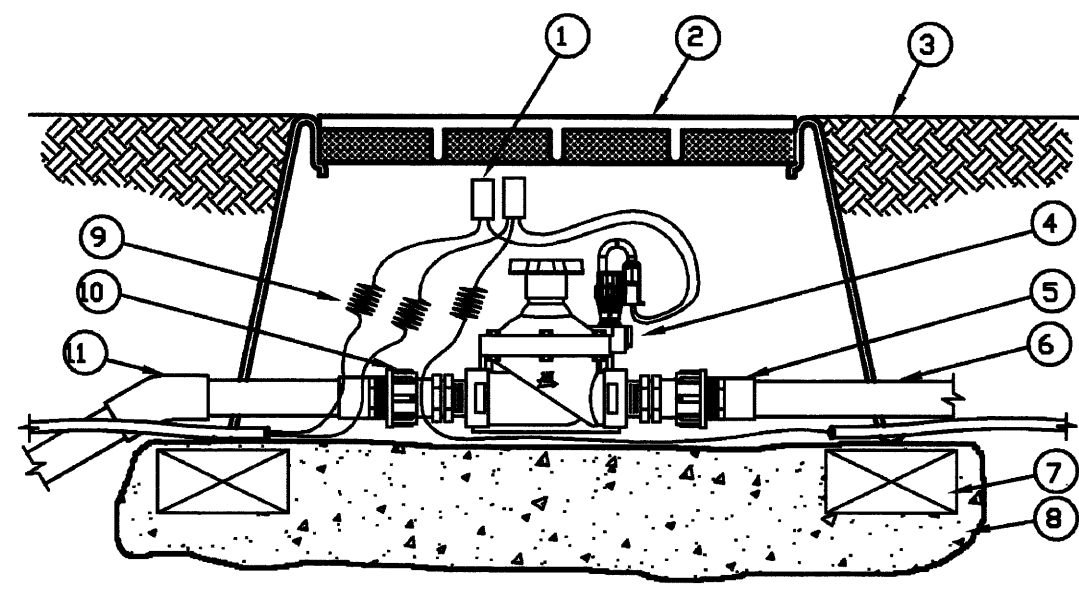
Rev #	Tree Type	Size	Comments	Status	Regulated	Health Issue	Mitigate
1	Coconut Palm	10' ct		remain	yes		
2	Coconut Palm	9' ct		remain	yes		
3	Coconut Palm	10' ct		remain	yes		
4	Coconut Palm	17' ct		remain	yes		
5	Green Buttonwood	18' cal	double trunk	remain	yes		
6	A Coconut Palm	9' ct	To Roosevelt	relocate	yes		
6	Seagrass	8' cal	Multi trunk	remain	yes	heavily pruned	
7	A Coconut Palm	38' ct		remain	yes		
7	B Coconut Palm	38' ct		remain	yes		
7	Coconut Palm	18' ct		remain	yes		
8	Coconut Palm	16' ct		remain	yes		
10	Seagrass	40'x50'	30' cal multi	remain	yes		
11	Mahogany	50' x 40'	24' cal	remain	yes		
12	A Red Mangrove	14' ht	clump in water	remain	yes		
12	Black Mangrove	20'x20'	12' cal	remain	yes		
13	A Green Buttonwood	15' cal		remain	yes		
13	Green Buttonwood	25'	12' cal	remain	yes		
14	Coconut Palm	22' ct		remain	yes		
15	Coconut Palm	25' ct		remain	yes		
16	Coconut Palm	25' ct		remain	yes		
17	Green Buttonwood	12' cal		remain	yes		
18	A Green Buttonwood	9' cal		remain	yes		
18	Green Buttonwood	18' cal		remain	yes		
19	Green Buttonwood	12' cal		remain	yes		
20	White Mangrove	6"		remain	yes		
21	Coconut Palm	12' ct		remain	yes		
22	Coconut Palm	20' ct		remain	yes		
23	Coconut Palm	25' ct		remain	yes		
24	A Green Buttonwood	10' cal	25' ht	remain	yes		
24	Green Buttonwood	30'	Multi trunk	remain	yes		
25	Coconut Palm	16' ct	To Roosevelt	relocate	yes		
26	Scaevola non native	6'	clump	remove	no	remove all from site	
27	Areca	13'		remove	no		
1 28	Seagrass	22'	26' cal multi	remove	yes		mitigate
29	Adonidia	8' gw		remove	no		
30	Areca	13'	4 trunk	remove	no		
1 31	A Seagrass	2' cal	10' ht multi	remove	yes	weak	mitigate
31	B Norhonia	4' cal	multi	remove	no	poor	
31	Black Olive	30' x 20'	12' cal	remove	no		
32	Mahoe	30'x20'	18' cal	remove	no		
33	Green Buttonwood	40'x40'	28' cal	remain	yes		
34	Coconut Palm	27' ct		remain	yes	to large	mitigate
35	Coconut Palm	25' ct		remain	yes		
36	Coconut Palm	27' ct		remain	yes		
37	Coconut Palm	25' ct		remain	yes		
38	A Alexander Palm	10' ct	against foundation	remove	yes	30% health	mitigate
38	Chinese Fan Palm	22' oa	triple specimen	transplant	yes	holding area	
1 39	Coconut Palm	22' ct	curved trunk	remain	yes		mitigate
40	Date Palm	2' ct	9' oa small tree	remove	no		
41	Alexander Palm	25' ct	double	remove	yes		mitigate
42	Dracena pleomole	25'x10'	5' cal	remove	no		
43	B White Bird	9' ct	single trunk	remove	no		
43	White Bird of Paradise	20' ct	single trunk	remove	no		
44	Coconut Palm	30' ct		remove	yes	to large	mitigate
45	A White Bird	6' ct	triple trunk	remove	no		
45	McArthur Palm	15' ct	12 trunks	remove	yes	?	
46	A White Bird	11' ct	double trunk	remove	no		
46	Foxtail Palm	12' gw		remove	no		
47	A Coconut Palm	40' ct	tall palm	remain	yes	nice palm	
47	Coconut Palm	26' ct	To Roosevelt	relocate	yes		
48	Areca	14'		remove	no		
1 49	A Coconut Palm	23' ct		remove	yes	medium	mitigate
49	Alexander Palm	18' gw	triple	remove	yes		mitigate
50	Alexander Palm	13' gw	double	remove	yes		mitigate
51	Coconut Palm	24' ct		remain	yes		
52	Alexander Palm	16' ct	triple	remove	yes		mitigate
53	Schefflera	25'x20'		remove	no		
54	Coconut Palm	28' ct		remain	yes		
55	Areca	12'		remove	no		
57	Ficus benjamina	28' cal		remove	yes		mitigate
58	Coconut Palm	14' ct	To Roosevelt	relocate	yes		
59	Coconut Palm	12' ct	To Roosevelt	relocate	yes		
60	Coconut Palm	12' ct	To Roosevelt	relocate	yes		
61	Washingtonia Palm	25' ct		remove	yes		mitigate
62	Royal Poinciana	20' x 20'	15' cal	remove	no	recently died	
63	Green Buttonwood	25'x20'	15' cal	remove	yes		mitigate
64	Washingtonia Palm	46' ct		remove	yes		mitigate
65	Washingtonia Palm	46' ct		remove	yes		mitigate
66	Washingtonia Palm	46' ct		remove	yes		mitigate
67	A Washingtonia Palm	16' ct	double	remove	yes		mitigate
67	Washingtonia Palm	46' ct		remove	yes		mitigate
68	Coconut Palm	25'x40'	in parking lot	remove	yes	co-mingled roots	mitigate
69	Coconut Palm	25'x40'	in parking lot	remove	yes	co-mingled roots	mitigate
70	Coconut Palm	25'x40'	in parking lot	remove	yes	co-mingled roots	mitigate
71	Coconut Palm	25'x40'	in parking lot	remove	yes	co-mingled roots	mitigate
72	Coconut Palm	25'x40'	in parking lot	remove	yes	co-mingled roots	mitigate
73	Coconut Palm	25'x40'	in parking lot	remove	yes	co-mingled roots	mitigate
74	Coconut Palm	25'x40'	in parking lot	remove	yes	co-mingled roots	mitigate
75	Coconut Palm	25'x40'	in parking lot	remove	yes	co-mingled roots	mitigate
76	Coconut Palm	25'x40'	in parking lot	remove	yes	co-mingled roots	mitigate
77	Coconut Palm	25'x40'	in parking lot	remove	yes	co-mingled roots	mitigate
78	Coconut Palm	25'x40'	in parking lot	remove	yes	co-mingled roots	mitigate
79	Coconut Palm	25'x40'	in parking lot	remove	yes	co-mingled roots	mitigate

Rev #	Tree Type	Size	Comments	Status	Regulated	Health Issue	Mitigate
80	Coconut Palm	25'x40'	in parking lot	remove	yes		
81	Coconut Palm	25'x40'	in parking lot	remove	yes	co-mingled roots	mitigate
82	A Coconut Palm	20' ct	in parking lot	remove	yes	co-mingled roots	mitigate
82	Coconut Palm	25'x40'	tight in parking	remove	yes	co-mingled roots	mitigate
2 83	Blue Latan	10' OA	3' CT	transplant	no	holding area	
84	A White Bird	8' oa		remove	no		
84	Ficus benjamina	40'x40'	3' cal	remove	yes		mitigate
85	A White Bird	9' ct	double	remove	no		
85	Blue Latan	10' oa	3' ct	transplant	no	holding area	
86	McArthur Palm	24' ct	8 trunks	remove	yes		mitigate
87	Bismarkia Palm	3' ct	10' oa	remove	no		
88	Queen Palm	27' ct	thin trunk	remove	no		
89	Gumbo Limbo	38'x28'	19' cal, 22' ct	transplant	yes	to much clear trunk	
90	Adonidia	11' gw	dbl	remove	no		
2 91	A Blue Latan Palm	6' OA	2' CT	transplant	no	holding area	
91	Coconut Palm	30' ct		remove	yes	too tall	mitigate
92	Coconut Palm	24' ct	To Roosevelt	relocate	yes		
93	Albezia	40'x30'	14'	remove	no		
94	Washingtonia Palm	27' ct		remove	yes	thin trunk	mitigate
95	Coconut Palm	25' ct		remove	yes	too tall	
96	Traveler Palm	16'		remove	no		
97	Coconut Palm	40' ct		remove	yes	too tall	mitigate
98	Traveler Palm	20'		remove	no		
99	Mahoe	30'		remove	no		
100	Schefflera	35'		remove	no		
101	Schefflera	35'		remove	no		
102	Schefflera	35'		remove	no		
103	Schefflera	35'		remove	no		
104	Schefflera	35'		remove	no		
105	Schefflera	35'		remove	no		
106	Albezia	30'		remove	no		
107	Schefflera	30'		remove	no		
108	Tropical Almond	40'x30'	24' cal	remove	yes	poor structure	?
109	Schefflera	30'		remove	no		
110	Ficus benjamina	35'x20'		remove	no		
112	Areca	8' ct	single trunk	remove	no	poor	
113	A Tropical Almond	1' cal	8' ht	remove	no		
113	Coconut Palm	15' ct	To Roosevelt	relocate	yes		
114	Strangler Fig	20'x20'	24' multi	remove	yes		mitigate
115	Coconut Palm	20' ct	To Roosevelt	relocate	yes		
116	Coconut Palm	18' ct	To Roosevelt	relocate	yes		
117	Chinese Fan Palm	8' ct	dbl	remove	no		
119	a Florida Holly	15' ht	inside Ficus	remove	no	exotic	
119	Strangler Fig	20'x20'		remove	yes		mitigate
120	Washingtonia Palm	20' ct		remove	yes		
121	Fishtail	15'		remove	no		
122	Mahoe	18'	5' cal	remove	no		
123	Australian Pine	40'	8' cal	remove	no		
124	Green Buttonwood	20'	11' cal	remain	yes		
125	Green Buttonwood	9' cal	leaning heavily	remain	yes		
126	Coconut Palm	8' ct		remain	yes		
127	A Coconut Palm	8' ct	Juvenile thin tr	remain	yes	poor good health	
127	B Coconut Palm	15' ct		remain	yes		
127	Green Buttonwood	4' ct	15' oa	remain	yes		
128	Coconut Palm	18' cal		remain	yes		
129	White Mangrove	cluster	minor trim	remain	yes		
130	A Florida Holly	10' ht		remove	no	remove all Holly	
130	B Washingtonia Palm	2' ct	5' oa	remove	no		
130	C Washingtonia Palm	2' ct	5' oa	remove	no		
130	D Silver Buttonwood	144' cal	old hedge	remain	yes	heavily pruned	
130	Adonidia	9' ct		remove	no		
131	Coconut Palm	22' ct	To Roosevelt	relocate	yes		
132	Red Sandalwood	20'x15'	9' cal	remove	no	lightning	?
134	Albezia	30'x30'	16' cal	remove	no		
135	Albezia	30'x30'	15' cal	remove	no		
136	A Chinese Fan Palm	8' ct		remove	no		
136	Chinese Fan Palm	15' oa	dbl	transplant	yes		
137	Albezia	30'x30'	16' cal	remove	no		
2 137	A Washingtonia Palm	12' ct		remove	yes		mitigate
138	Albezia	30'x30'	14' cal	remove	no		
139	Coconut Palm	38' ct		remove	yes	too tall	mitigate
140	Coconut Palm	36' ct		remove	yes	too tall	mitigate
141	Albezia	30'x30'	24' cal	remove	yes	dead trunk, poor	mitigate
142	Chinese Fan Palm	7' ct	dbl	remove	no		
143	Foxtail Palm	15' oa		remove	no		
144	A Washingtonia Palm	3' ct	8' oa	remove	no		
144	Black Olive	38'x30'	14' cal	remove	no		
145	Washingtonia Palm	58' oa		remove	yes		mitigate
146	A Washingtonia Palm	2' ct	6' oa ht	remove	no		
146	B Washingtonia Palm	2' ct	6' oa	remove	no		
146	Black Olive	38'x30'	14' cal	remove	no		
147	Washingtonia Palm	13' oa	dbl	remove	no		
148	Washingtonia Palm	52'		remove	yes		mitigate
149	A Gumbo Limbo	15' cal	30' x 30'	relocate	yes	nices tree on site	
149	B Black Olive	25'x20'	12' cal	remove	no		
2 149	B Washingtonia Palm	5' oa		remove	no		
2 149	C Date Palm	5' oa		remove	no		
150	Queen Palm	15' oa		remove	no		
1 151	Coconut Palm	25' ct		remain	yes	too tall	mitigate
152	A Coconut Palm	30' ct		remove	yes	too tall	mitigate
152	B Norfolk Island Pine	6' cal	18' ht	remove	no		
152	C Coconut Palm	40' ct		remove	yes	too tall	mitigate
152	Schefflera	20, ht		remove	no		
153	Adonidia	15' ct	4 trunks	transplant	yes		mitigate
154	Schefflera	20' ht		remove	no		
155	Areca	15' oa	7 trunks	remove	no		
156	Sabal Palm	15' ct		transplant	yes	holding area	
157	Schefflera	20'		remove	no		
158	White Bird	14'	5 trunks	remove	no		

REV #	Tree Type	Size	Comments	Status	Regulated	Health Issue	Mitigate
159	Coconut Palm	11' ct		remain	yes		
160	Coconut Palm	18' ct		remain	yes		
161	Coconut Palm	12' ct	22' oa	remain	yes		
162	A Coconut Palm	10' ct		remain	yes		
162	Coconut Palm	12' ct		remain	yes		
163	Coconut Palm	12' ct		remain	yes		
1 164	Coconut Palm	12' ct		transplant	yes	holding area	
165	Coconut Palm	18' ct		transplant	yes	holding area	
166	Coconut Palm	30' ct		remove	yes	too tall	mitigate
167	A Adonidia Palm	12' ct		transplant	yes	holding area	
167	Coconut Palm	10' ct	To Roosevelt	relocate	yes		
168	Black Mangrove	28' ht	30" cal (stick)	save	yes	pruned for overhead wires	
169	A Adonidia Palm	15' ct	curved	transplant	yes	holding area	
169	B Adonidia Palm	15' ct	curved	transplant	yes	holding area	
169	C Adonidia Palm	15' ct	curved	transplant	yes	holding area	
169	E Adonidia Palm	3' - 5' ct		remove	no		
169	F Adonidia Palm						



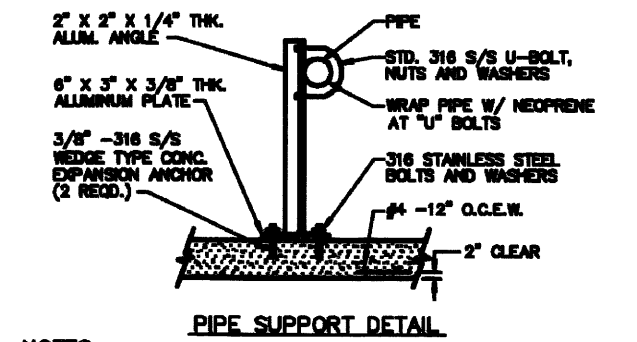
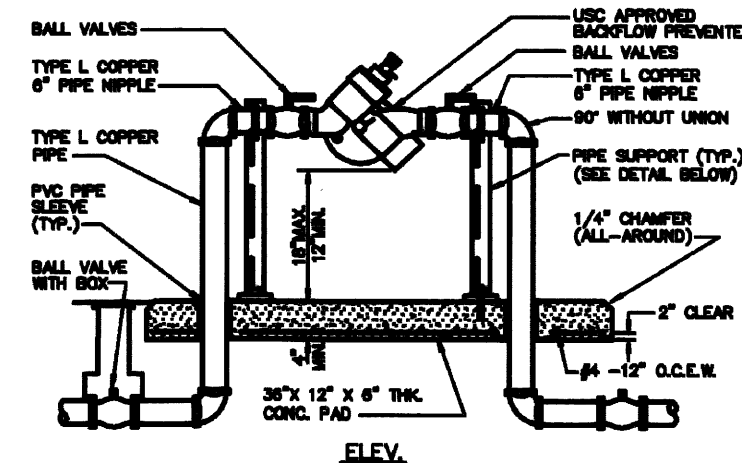
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- LEGEND**
- ① DRY SPLICE CONNECTORS
  - ② VALVE BOX WITH COVER 12" SIZE
  - ③ FINISH GRADE TOP
  - ④ BIG REMOTE CONTROL VALVE WITH FLOW CONTROL AND LEIT DC SOLENOID MODEL 160HE-150 1-1/2" MODEL 160HE-200 2"
  - ⑤ PVC SCH 40 MALE ADAPTER
  - ⑥ PVC MAIN LINE
  - ⑦ BRICK SUPPORT AT EACH CORNER
  - ⑧ PEA GRAVEL SUMP MINIMUM 3"
  - ⑨ CONTROL WIRE TO OTHER VALVE
  - ⑩ SWIVEL FITTING FOR EASY CONNECTION MODEL 23-150 1-1/2" MODEL 23-200 2"
  - ⑪ PVC SCH 40 45 DEGREE ELV

160HE-200 2" REMOTE CONTROL VALVE FOR LEIT

NOT TO SCALE



- NOTES:**
1. ABOVE GRADE PIPING SHALL BE BRASS OR TYPE 1" COPPER TUBING.
  2. ALL COPPER JOINTS SHALL BE MADE WITH 80/20 SOLDER.
  3. PIPE BACKFLOW PREVENTER IS REQUIRED IN ACCORDANCE WITH CITY OF DELRAY BEACH CODE OF ORDINANCES TITLE 1, CHAPTER 52A.

**REDUCED PRESSURE BACKFLOW PREVENTER**

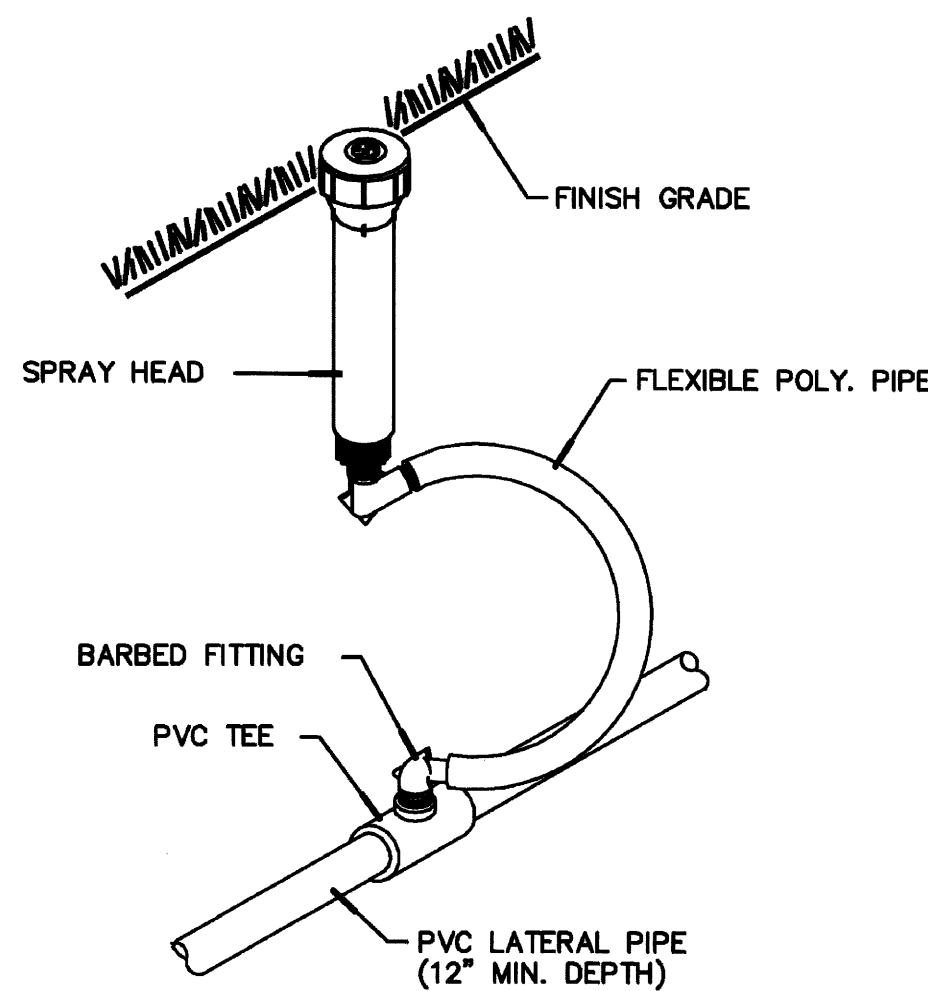
NOT TO SCALE

**VALVE SCHEDULE**

**ZONE / VARIETY / LOCATION**

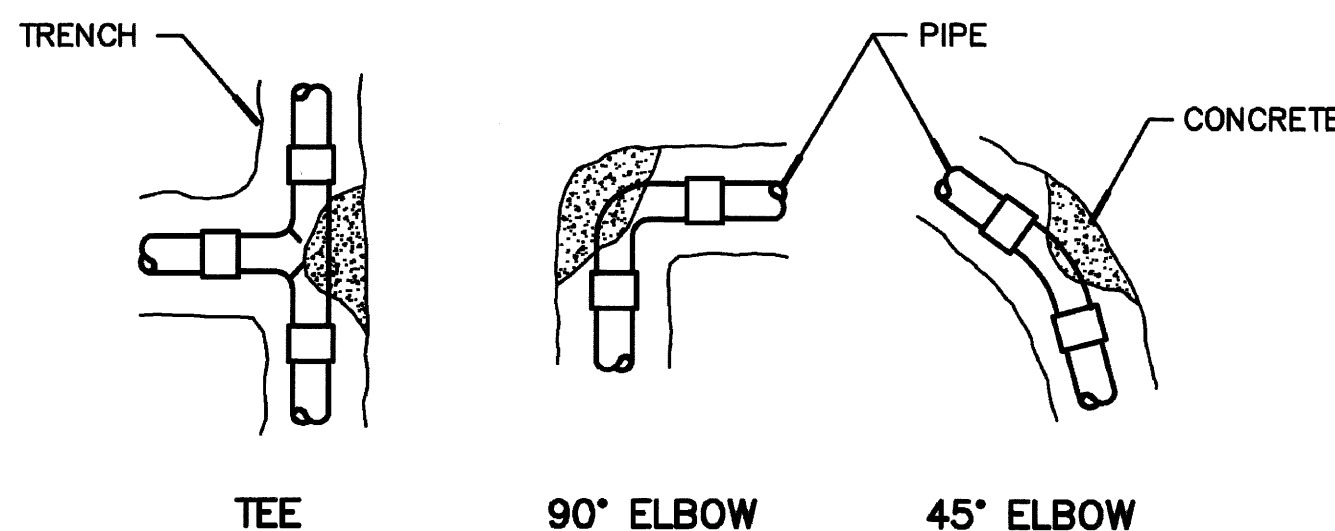
- #1 / shrub / Along Roosevelt south of Private Drive
- #2 / grass / Along Roosevelt south of Private Drive
- #3 / drip / Trees along Roosevelt south of Private Dr & west to cottages
- #4 / shrub / Around loading dock north of Private Drive
- #5 / drip / Trees around loading dock including trees west to property line
- #6 / grass / Between cottages and canal along south property line
- #7 / shrub / Cottages 1 - 8 and along Private Drive
- #8 / shrub / West buffer landscaping south of Private Drive
- #9 / drip / West buffer south of Private Drive and Trees in front of cottages
- #10 / Rotor / Open grass area north of Private Drive south of West Wing of Resort
- #11 / shrub / Along West Wing of resort on the south side
- #12 / shrub / Landscaping along west buffer north of Private Drive
- #13 / shrub / Between West Wing of Resort & pool
- #14 / grass / South side of pool
- #15 / drip / Trees in west buffer north of Private Drive & south of pool
- #16 / shrub / Dune plantings between pool and Bay of Florida
- #17 / grass / North of pool
- #18 / drip / Trees west and north of North Wing of Resort
- #19 / shrub / East side of Resort and Porte Cochere
- #20 / shrub / North buffer along property line past Lions Club
- #21 / drip / Trees along north property line and in front of Resort
- #22 / drip / Trees in parking lot islands of Resort
- #23 / shrub / Native plants in parking lot islands of Resort
- #24 / drip / Trees along Roosevelt north of Private Drive
- #25 / grass / Along Roosevelt north of Private Drive
- #26 / shrub / Along Roosevelt north of Private Drive
- #27 / shrub / West side of North Wing of resort

- △ #28 / GRASS / MAIN PARKING LOT ISLAND  
 △ #29 / SHRUB / MAIN PARKING LOT ISLAND



**SPRAY HEAD/SHRUB BUBBLER ON FLEX PIPE**

NOT TO SCALE



**THRUST BLOCKING**

NOT TO SCALE

**GENERAL NOTES**

1. All irrigation lines as follows:

Main Line: City Water supplied systems shall be Sch. 40 PVC pipe. All fittings to be Sch. 40 and all threaded pipe to be Sch. 80. Pipe and fittings to conform to ASTM specs.

Zone Line: Any pipe direct buried under pavement or concrete shall be Sch. 40 PVC and contained in a sleeve. All other zone lines shall be as follows:

- 3/4" / 1" - Class 200, SDR 21 PVC
- 1 1/4" and greater - Class 160, SDR 26 PVC

Exposed pipe and all fittings shall be Sch. 40

All pipe and fittings to meet ASTM specs.

Fabrication: All solvent weld joints to be made using cleaner / primer and medium / heavy bodied grey or blue cement to ASTM D2564. Joints shall be square cut, fully engaged and allowed to cure 24 hours before applying pressure.

Sleeving: Sch. 80 PVC - (2) 4" sleeves for water & electric  
 All wire conduit to be grey Sch. 40 PVC.

Depth of Lines: Sleeves under roadways - 24" min., 36" max.  
 Laterals under pavement - 18" min.

Main Lines - 18" min.  
 Zone Lines - 1 1/2" and less - 12" min.  
 2" and greater - 12" min.

2. Control Wires: 14AWG, type UF direct burial irrigation wire. Main water system shall be run in 1 1/2" Sch. 40 grey conduit. Provide wiring with "locators" approved by landscape architect. Run 2 spares min. from each controller location to ends of main. Splice all joints using UL listed moisture proof connectors. Splice only at valve or in splice box.

3. Backfill all trenches free of debris, flush all lines, USE SCREENS IN ALL HEADS, adjust radius and arc of heads for proper coverage.

4. Paint all risers or exposed pipe with "Rustoleum" flat black.

5. Wire in accordance to plans and label wires and indicate zones in clock.

6. All details are graphically shown only. Piping and valves may be shown in paved areas for clarity only. Pipe shown in paved areas and not shown with sleeving shall be placed in the adjacent lawn or planting area. All quantities shall be verified prior to installation per actual site conditions. All other underground utilities shall be located prior to installation and pipe routing adjusted accordingly. It shall be the irrigation contractor's responsibility to guarantee 100% coverage and 75% min. overlap. Any discrepancies shall be reported to the owner, G.C. and landscape architect before proceeding. The landscape architect reserves the right to substitute head types and make field adjustments as may be required. The irrigation contractor may field adjust the nozzle selection to guarantee proper coverage.

7. All lawn sprinklers adjacent to curbs or pavement shall be installed with a clearance of 2" from the edges of all paved areas to provide for edging and maintenance operations.

8. All sprinkler heads shall be set perpendicular to finished grade.

9. All sprinkler equipment not otherwise detailed or specified shall be installed as per manufacturer's recommendations and specifications.

10. All valves shall be installed in amtek valves boxes (or equal) with lids mounted at ground level. The contractor shall indicate the zone number on the inside of the valve box cover.

11. The irrigation contractor shall provide the owner with an accurate "AS BUILT" plan at completion or in phases as may be required, showing valves, mains, splices, crossings, controls, supplies, etc. using dimensions from fixed datums and approved by the landscape architect before final payment.

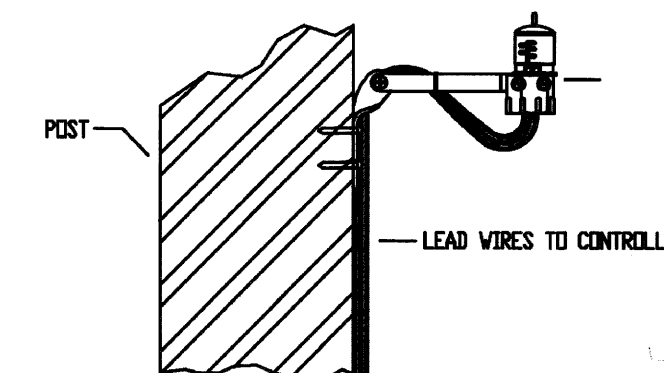
12. Local codes shall take precedence over and detail shown on these plans. It shall be the irrigation contractor's responsibility to comply.

13. Do not activate moisture sensors until the landscape is established and approved by the landscape architect.

14. Thrust blocks shall be provided as needed.

15. All sprinkler heads installed in grass areas shall be 6" pop-ups. All sprinkler heads installed in shrub areas shall be 12" pop-ups.

16. Install all pop-ups using Toro "Funny" Thick wall poly pipe approx. 18" long.



NOTE: MOUNT MINI-CLIK ON ANY SURFACE WHERE IT WILL BE EXPOSED TO UNOBSTRUCTED RAINFALL, BUT NOT IN THE PATH OF SPRINKLER SPRAY.

**Hunter** MINI-CLIK  
 NO SCALE INSTALLATION DETAIL

**GENERAL LANDSCAPING**

LANDSCAPE ARCHITECTURE  
 LANDSCAPE CONSTRUCTION

845 N.E. 71st Street  
 BOCA RATON, FLORIDA 33487  
 (561) 994-3755

**BANANA BAY RESORT**

North Roosevelt Blvd.  
 Key West, FL

REVISIONS  
 9-4-15 ADD 2 ZONES  
 IN PARKING LOT

DRAWN \_\_\_\_\_ CHECKED \_\_\_\_\_  
 CO CO  
 SCALE \_\_\_\_\_ DATE \_\_\_\_\_  
 1"=20' 4/24/15  
 TITLE \_\_\_\_\_

**IRRIGATION DETAILS**

SEAL \_\_\_\_\_ SHEET NO. \_\_\_\_\_



## LUMINAIRE LOCATIONS

No.	Label	Location			MH	Orientation	Tilt	Aim		
		X	Y	Z				X	Y	Z
1	F	389.0	335.0	20.0	20.0	-51.3	0.0	388.1	335.8	0.0
2	F	480.0	441.0	20.0	20.0	-51.3	0.0	479.1	441.8	0.0
3	F	497.0	269.0	20.0	20.0	-51.5	0.0	496.1	269.8	0.0
4	F	574.0	357.0	20.0	20.0	-49.4	0.0	573.1	357.8	0.0
5	S	485.0	180.0	20.0	20.0	-90.0	0.0	483.8	180.0	0.0
6	V	436.0	249.1	20.0	20.0	191.5	0.0	435.8	247.9	0.0
7	A	205.9	364.9	20.0	20.0	269.5	0.0	204.7	364.9	0.0
8	V	520.0	217.8	20.0	20.0	204.1	0.0	519.5	216.7	0.0
9	A	260.0	246.0	20.0	20.0	90.0	0.0	261.2	246.0	0.0
10	V	282.9	301.0	20.0	20.0	213.7	0.0	282.2	300.0	0.0
11	V	192.0	337.0	20.0	20.0	182.6	0.0	191.9	335.8	0.0
12	F	530.0	397.0	20.0	20.0	-51.3	0.0	529.1	397.8	0.0
13	F	438.0	293.0	20.0	20.0	-47.6	0.0	437.1	293.8	0.0
14	V	576.0	266.0	20.0	20.0	-47.5	0.0	575.1	266.8	0.0
15	S	644.0	336.0	20.0	20.0	228.6	0.0	643.1	335.2	0.0
16	V	129.0	349.0	20.0	20.0	90.0	0.0	130.2	349.0	0.0
17	V	349.0	301.0	20.0	20.0	41.2	0.0	349.8	301.9	0.0
18	F	435.0	388.0	20.0	20.0	-49.4	0.0	434.1	388.8	0.0
19	F	484.0	345.0	20.0	20.0	-47.3	0.0	483.1	345.8	0.0
20	F	536.0	312.0	20.0	20.0	-49.1	0.0	535.1	312.8	0.0
21	S	358.0	262.0	20.0	20.0	193.5	0.0	357.7	260.8	0.0



**Banana Bay**  
 Key West, FL  
 Thomas E Pope AIA

**Designer**  
GLP

**Date**  
May 18 2015

**Scale**

**Drawing No.**

2 of 3





## LUMINAIRE SCHEDULE

Symbol	Label	Qty	Catalog Number	Description	Lamp	Lumens	LLF	Watts
■	A	2	DSX1 LED 30C 530 40K TFTM MVOLT	DSX1 LED WITH (1) 30 LED LIGHT ENGINES, TYPE TFTM OPTIC, 4000K, @ 530mA	LED	Absolute	0.90	52
■	F	9	DSX1 LED 30C 530 40K T5M MVOLT	DSX1 LED WITH (1) 30 LED LIGHT ENGINES, TYPE T5M OPTIC, 4000K, @ 530mA	LED	Absolute	0.90	52
■	S	3	DSX1 LED 30C 530 40K T3M MVOLT	DSX1 LED WITH (1) 30 LED LIGHT ENGINES, TYPE T3M OPTIC, 4000K, @ 530mA	LED	Absolute	0.90	52
■	V	7	DSX1 LED 30C 530 40K T1S MVOLT	DSX1 LED WITH (1) 30 LED LIGHT ENGINES, TYPE T1S OPTIC, 4000K, @ 530mA	LED	Absolute	0.90	52

**Banana Bay**  
Key West, FL  
Thomas E Pope AIA

**Designer**  
GLP

**Date**  
May 18 2015

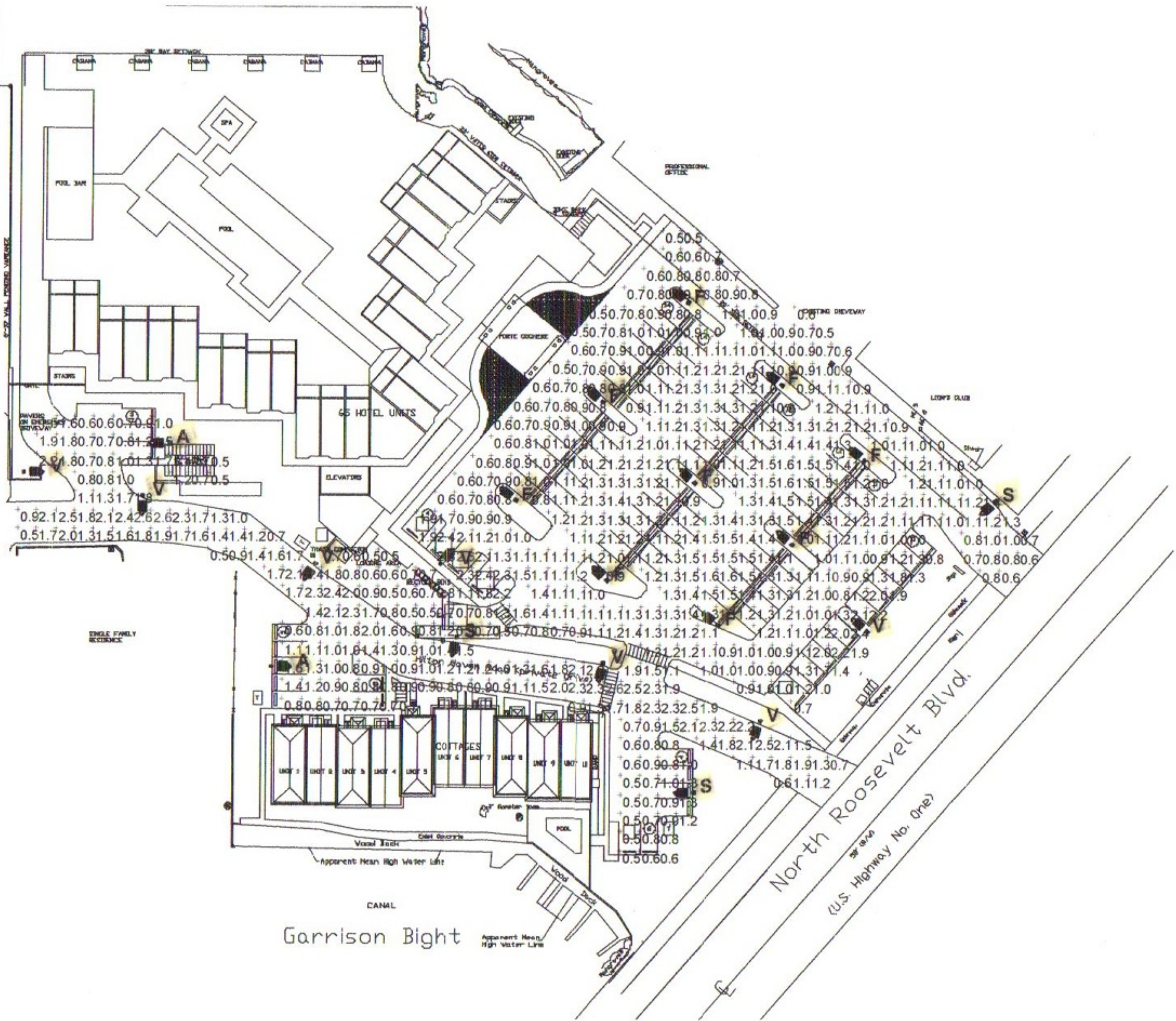
**Scale**

**Drawing No.**

3 of 3



HELTZ FAMILY RESIDENCE



Garrison Bight

North Roosevelt Blvd.  
(U.S. Highway No. One)





## LUMINAIRE SCHEDULE

Symbol	Label	Qty	Catalog Number	Description	Lamp	Lumens	LLF	Watts
■	A	2	DSX1 LED 30C 530 40K TFTM MVOLT	DSX1 LED WITH (1) 30 LED LIGHT ENGINES, TYPE TFTM OPTIC, 4000K, @ 530mA	LED	Absolute	0.90	52
■	F	9	DSX1 LED 30C 530 40K T5M MVOLT	DSX1 LED WITH (1) 30 LED LIGHT ENGINES, TYPE T5M OPTIC, 4000K, @ 530mA	LED	Absolute	0.90	52
■	S	3	DSX1 LED 30C 530 40K T3M MVOLT	DSX1 LED WITH (1) 30 LED LIGHT ENGINES, TYPE T3M OPTIC, 4000K, @ 530mA	LED	Absolute	0.90	52
■	V	7	DSX1 LED 30C 530 40K T1S MVOLT	DSX1 LED WITH (1) 30 LED LIGHT ENGINES, TYPE T1S OPTIC, 4000K, @ 530mA	LED	Absolute	0.90	52

**Banana Bay**  
 Key West, Fl  
 Thomas E Pope AIA

**Designer**  
 GLP

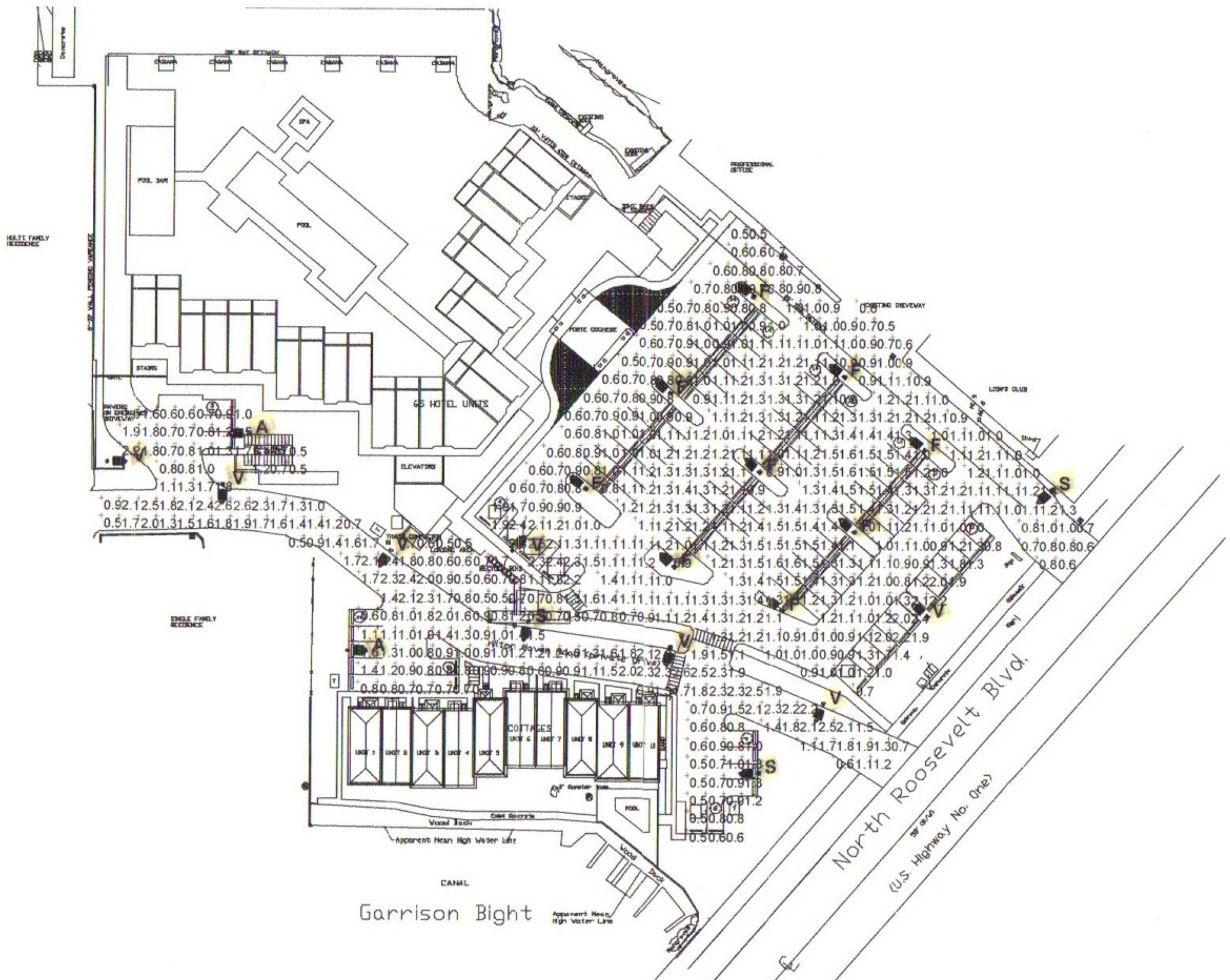
**Date**  
 May 18 2015

**Scale**

**Drawing No.**



Garrison Bight





## LUMINAIRE LOCATIONS

No.	Label	Location			MH	Orientation	Tilt	Aim		
		X	Y	Z				X	Y	Z
1	F	389.0	335.0	20.0	20.0	-51.3	0.0	388.1	335.8	0.0
2	F	480.0	441.0	20.0	20.0	-51.3	0.0	479.1	441.8	0.0
3	F	497.0	269.0	20.0	20.0	-51.5	0.0	496.1	269.8	0.0
4	F	574.0	357.0	20.0	20.0	-49.4	0.0	573.1	357.8	0.0
5	S	485.0	180.0	20.0	20.0	-90.0	0.0	483.8	180.0	0.0
6	V	436.0	249.1	20.0	20.0	191.5	0.0	435.8	247.9	0.0
7	A	205.9	364.9	20.0	20.0	269.5	0.0	204.7	364.9	0.0
8	V	520.0	217.8	20.0	20.0	204.1	0.0	519.5	216.7	0.0
9	A	260.0	246.0	20.0	20.0	90.0	0.0	261.2	246.0	0.0
10	V	282.9	301.0	20.0	20.0	213.7	0.0	282.2	300.0	0.0
11	V	192.0	337.0	20.0	20.0	182.6	0.0	191.9	335.8	0.0
12	F	530.0	397.0	20.0	20.0	-51.3	0.0	529.1	397.8	0.0
13	F	438.0	293.0	20.0	20.0	-47.6	0.0	437.1	293.8	0.0
14	V	576.0	266.0	20.0	20.0	-47.5	0.0	575.1	266.8	0.0
15	S	644.0	336.0	20.0	20.0	228.6	0.0	643.1	335.2	0.0
16	V	129.0	349.0	20.0	20.0	90.0	0.0	130.2	349.0	0.0
17	V	349.0	301.0	20.0	20.0	41.2	0.0	349.8	301.9	0.0
18	F	435.0	388.0	20.0	20.0	-49.4	0.0	434.1	388.8	0.0
19	F	484.0	345.0	20.0	20.0	-47.3	0.0	483.1	345.8	0.0
20	F	536.0	312.0	20.0	20.0	-49.1	0.0	535.1	312.8	0.0
21	S	358.0	262.0	20.0	20.0	193.5	0.0	357.7	260.8	0.0



**Banana Bay**  
 Key West, FL  
 Thomas E Pope AIA

**Designer**  
GLP

**Date**  
May 18 2015

**Scale**

**Drawing No.**

2 of 3

# **Additional Information**



1 This instrument was prepared by  
2 and upon recordation please return to:  
3 Richard H. Critchfield, Esq.  
4 1001 East Atlantic Avenue  
5 Suite 201  
6 Delray Beach, Florida 33483  
7

Doc# 2009121  
Bk# 2716 Pg# 1546

8 **RESTATED PARKING EASEMENT AGREEMENT**  
9

10 THIS RESTATED PARKING EASEMENT AGREEMENT (this "Restated Easement  
11 Agreement") is made and entered into this 29<sup>th</sup> day of September, 2014 (the "Effective Date"), by  
12 and between **KW26 LLC**, a Florida limited liability company its successors and assigns ("KW26")  
13 and **RICHARD C. WALKER**, his successors and assigns ("Walker").  
14

15 **RECITALS:**  
16

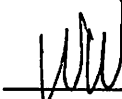

17 A. Wharf Properties of Key West, Inc., a Florida corporation ("WPKW"), Lopez  
18 Development Corporation, a Florida corporation ("Lopez"), as debtor in possession in Case No. 90-  
19 13736-BKC-AJC, in Bankruptcy Court for the Southern District of Florida and Flippers  
20 Management, a Florida general partnership ("Flippers") are the parties to that certain Parking  
21 Easement Agreement dated July 11, 1991 (the "1991 Parking Easement Agreement") and recorded  
22 July 12, 1991 in Official Records Book 1176 at Page 1320, of the Public Records of Monroe County,  
23 Florida.  
24

25 B. At the time that the 1991 Parking Easement Agreement was executed, Flippers was  
26 the successor-in-interest to Cetuman Foundation, Inc., as lessee, under and pursuant to that certain  
27 Lease dated March 20, 1987 (the "Lease") executed by and between the City of Key West, Florida  
28 ("Lessor") and Cetuman Foundation, Inc., which Lease, as restated, affects certain real property more  
29 particularly described on Exhibit A attached hereto and made a part hereof (the "Restaurant  
30 Property").  
31

32 C. At the time that the 1991 Parking Easement Agreement was executed, WPKW was  
33 the owner in fee simple of that certain real property, including and, more particularly described on  
34 Exhibit B attached hereto and made a part hereof (the "Hotel Property").  
35

36 D. That certain real property more particularly described on Exhibit C attached hereto  
37 and made a part hereof (the "Parking Property") is part of and included in the Hotel Property.  
38

39 E. The 1991 Parking Easement Agreement has as its subject matter the non-exclusive  
40 use of the Parking Property by Flippers.  
41  
42

 KW26  Walker

1 F. KW26 is the successor-in-interest to WPKW as the owner in fee simple to the Hotel  
2 Property by virtue of that certain Warranty Deed dated October 10, 2005 and recorded November 1,  
3 2005 in Official Records Book 2161 at Page 1868 of the Public Records of Monroe County, Florida.  
4



5 G. Walker is the successor-in-interest to the Lessor as the owner in fee simple of the  
6 Restaurant Property by virtue of that certain Special Warranty Deed recorded August 25, 1995 in  
7 Official Records Book 1366 at Page 2453, of the Public Records of Monroe County, Florida.  
8

9 H. KW26 and Walker desire to amend and restate the 1991 Parking Easement  
10 Agreement in its entirety so that from and after the Effective Date the 1991 Parking Easement  
11 Agreement is replaced in its entirety by this Restated Easement Agreement as if the 1991 Parking  
12 Easement Agreement had never been entered into by WPKW, Lopez and Flippers.  
13

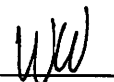

14 NOW, THEREFORE, in consideration of the premises and for other good and valuable  
15 considerations and in consideration of the stipulations, agreements, conditions and covenants  
16 contained and set forth in this Restated Easement Agreement, it is mutually covenanted, stipulated  
17 and agreed by and between KW26 and Walker as follows:  
18

19 1. The foregoing Recitals, and each of them, to-wit, Recital A through Recital H, both  
20 inclusive, are true and correct in all respects and each such Recital is hereby incorporated into and  
21 constitutes a material part of this Restated Easement Agreement.  
22

23 2. KW26 does hereby grant to Walker and his heirs, successors-in-interest and assigns as  
24 the owner of the fee simple interest in and to the Restaurant Property, subject to the stipulations,  
25 agreements, conditions and covenants contained and set forth in this Restated Easement Agreement,  
26 as a perpetual easement appurtenant to the Restaurant Property (the "Parking Easement") only for (i)  
27 the ingress and egress of motor vehicles ("motor vehicles" as used herein means only an automobile  
28 or truck used to transport persons or property and propelled by power other than muscular power  
29 and specifically excludes all other vehicles of modes of transportation including, without limitation,  
30 commercial vehicles, trailers, boats and personal watercraft) for the invitees, contractors, employees,  
31 designees and agents of Walker and his heirs, successors-in-interest, and assigns owning a fee simple  
32 interest in and to the Restaurant Property (collectively, the "Walker Authorized Users") over and  
33 onto the Hotel Property solely in connection with the parking of motor vehicles within the Walker  
34 Exclusive Parking Area (as defined below), (ii) the ingress and egress of Walker Authorized Users  
35 as pedestrians over, onto and through the Hotel Property solely in connection with the use of the  
36 Walker Exclusive Parking Area and (iii) the exclusive parking for motor vehicles (expressly limited  
37 to only one motor vehicle in each of the Walker Spaces (as defined below) for the Walker  
38 Authorized Users on the twenty (20) contiguous ("contiguous" as used herein means grouped  
39 together with some spaces actually contiguous while some separation may occur due to location of  
40 such spaces back-to-back or separation due to landscape or hardscape features, if any, but with no  
41 other users' space(s) being located between the twenty parking spaces) parking spaces (the "Walker

 KW26  Walker

1 Spaces”) located within that portion of the Hotel Property designated by KW26 the location of which  
2 is within the area designated “Proposed Parking Easement” depicted on the sketch attached hereto as  
3 Exhibit D (the “Walker Exclusive Parking Area”); provided, however that: (a) parking of motor  
4 vehicles on the Walker Spaces located within the Walker Exclusive Parking Area shall be the sole  
5 and only use to be made of the Hotel Property by the Walker Authorized Users (excepting only those  
6 of the Walker Authorized Users who are, at the time of such use, also registered guests of the  
7 transient lodging facilities operated on the Hotel Property), and (b) parking within the Walker  
8 Exclusive Parking Area by the Walker Authorized Users shall be and hereby is expressly limited to  
9 parking and access in connection with and in the ordinary course of the lawful operation of business  
10 activity conducted on the Restaurant Property (the “Business Operation Condition”) and not  
11 otherwise, and in the event that the Business Operation Condition is violated (i.e., business activity  
12 on the Restaurant Parcel ceases) and such violation continues for a period of ninety (90) consecutive  
13 days not attributable to force majeure or renovation of the Restaurant Property, then commencing on  
14 the date which is forty-five (45) days after the date that Walker receives (or is deemed to have  
15 received) written notice from KW26 and thereafter until the Business Operation Condition is  
16 restored (and only until the Business Operation Condition is fully restored), KW26 shall have the use  
17 of the Walker Exclusive Parking Area without restriction, and (c) parking within the Walker  
18 Exclusive Parking Area by the Walker Authorized Users shall be and hereby is further expressly  
19 limited so that in the event Walker fails to pay any and all sums due and payable hereunder within  
20 thirty (30) days after the date that Walker receives (or is deemed to have received) written notice  
21 from KW26 that such payment has not been received by KW26, the Walker Authorized Users are  
22 prohibited from parking in the Walker Spaces until such sums are paid in full, (d) no item of  
23 personal property (other than motor vehicles expressly permitted pursuant to this Restated Easement  
24 Agreement) shall be stored on the Walker Exclusive Parking Area, and (e) no fencing, chains or  
25 other type of barrier will ever be permitted to preclude entry into or out of the Walker Exclusive  
26 Parking Area, and (f) all other parking areas now or hereafter located upon the Hotel Property (other  
27 than the Walker Exclusive Parking Area) are expressly reserved to KW26 and its successors-in-  
28 interest as the owner of the fee simple interest in and to the Hotel Property and such areas shall be  
29 used solely by KW26 and its invitees, employees, agents, contractors, designees and successors-in-  
30 interest to the Hotel Property (collectively, the “Hotel Authorized Users”) and Walker, for himself  
31 and his heirs and successors-in-interest as the owner of the fee simple interest in and to the  
32 Restaurant Property, hereby waives and disclaims any interest whatsoever in and to such areas and  
33 hereby acknowledges and agrees that the use of such areas shall be and remain (as between the Hotel  
34 Authorized Users and the Walker Authorized Users) without restriction, after a 60-day written notice  
35 to Walker. KW26, for itself and the then owners in fee simple of all or any part of the Hotel Property,  
36 does hereby reserve the right to close temporarily all or any portion of the Hotel Property to the  
37 minimum extent as may be legally necessary and sufficient to prevent a dedication thereof or an  
38 accrual of any rights in any person other than as aforesaid or in the public generally therein, for

 KW26  Walker



1 example adverse possession. Nothing in this Restated Easement Agreement shall be construed as  
2 preventing the construction of improvements on the Hotel Property, or the demolition of existing  
3 structures or other improvements now or hereafter located on the Hotel Property. In the event that  
4 KW26, in its sole and unbridled discretion and at the sole cost and expense of KW26, decides to  
5 temporarily (not to exceed one hundred eighty (180) consecutive days) close all or any material  
6 portion of the Walker Exclusive Parking Area, KW26 shall relocate the Walker Exclusive Parking  
7 Area to a location selected by KW26 (whether or not within the immediate vicinity of the then  
8 current location of the Walker Exclusive Parking Area; provided, however, KW26 recognizes that  
9 the Code of Ordinances of Key West, Florida requires that offsite parking must be located within 300  
10 feet of the subject property and any temporary parking relocation will comply with such requirement)  
11 to accommodate: (i) a force majeure event including, without limitation, an adverse weather  
12 occurrence or other hazardous condition or occurrence, or (ii) work being done upon the Hotel  
13 Property, in which event, KW26 shall furnish a 60-day written notice to Walker advising Walker of  
14 such relocation and Walker absolutely and unconditionally covenants and agrees that KW26 shall  
15 have and is hereby granted the absolute and unconditional right to effectuate such relocation and  
16 Walker agrees to accept such location selected by KW26 (if such relocated parking area is not  
17 unreasonably inconvenient when viewed in the context of the relative position of the prior location to  
18 the relocated position and the fact that such relocation is temporary (i.e., for and during a period not  
19 to exceed one hundred eighty (180) consecutive days)) and further agrees that such location  
20 designated by KW26 shall constitute the Walker Exclusive Parking Area until such time as KW26  
21 relocates Walker (all relocation shall be at the sole cost and expense of KW26) to the original  
22 position of the Walker Exclusive Parking Area, and, upon such relocation the original position shall  
23 again constitute the Walker Exclusive Parking Area for all purposes. Other than the limited easement  
24 rights granted herein, any and all rights in and to the Hotel Property are expressly reserved to KW26  
25 and its successors and assigns and it is specifically understood that, other than the limited easement  
26 rights granted herein, no other use of the Hotel Property is permitted hereunder.

27  
28 3. Either party may initiate the design, permitting and construction process at any time  
29 with respect to the Walker Exclusive Parking Area by furnishing written notice ("Initiation Notice")  
30 to the other party; provided, however, that: (a) if Walker is the first to furnish an Initiation Notice,  
31 KW26 shall, within thirty (30) days of the receipt (or deemed receipt) of the Initiation Notice  
32 received by KW26, initiate the design, permitting and construction process for the Walker Exclusive  
33 Parking Area and shall construct the Walker Exclusive Parking Area in accordance with the  
34 requirements of all applicable governmental authorities and KW26 may also (at its option and  
35 without any duty or obligation to do so) include the parking area contiguous to the Walker Exclusive  
36 Parking Area and initiate the design, permitting and construction process for such parking area  
37 contiguous to the Walker Exclusive Parking Area and construct such contiguous parking area in  
38 accordance with the requirements of all applicable governmental authorities, and (b) if KW26 is the

WW KW26 AW Walker

1 first to furnish an Initiation Notice, KW26 shall initiate the design, permitting and construction  
2 process for the Walker Exclusive Parking Area as well as the parking area contiguous thereto. KW26  
3 shall cause (subject to the occurrence of force majeure events) the Walker Exclusive Parking Area to  
4 be constructed on or before that date which is one hundred eighty (180) days from and after the date  
5 that KW26 receives all permits required by applicable governmental authorities to enable KW26 to  
6 commence and complete the construction of the Walker Exclusive Parking Area. That date on which  
7 KW26 receives all permits required by applicable governmental authorities to enable KW26 to  
8 commence the construction of the Walker Exclusive Parking Area is referred to herein as the "Permit  
9 Date." Walker agrees to pay to KW26 (as a precondition to his use of the Walker Exclusive Parking  
10 Area and as his sole obligation in connection with such design, permitting and construction process)  
11 an amount ("Walker's Construction Contribution") equal to the lesser of: (a) an amount equal to  
12 twenty-five percent of all reasonable and customary costs, charges and expenses paid or incurred by  
13 KW26 to design, permit and construct the Walker Exclusive Parking Area as well as the parking area  
14 contiguous thereto in accordance with the requirements of all applicable governmental authorities, or  
15 (b) one hundred twenty-five thousand and No/100 dollars (\$125,000.00). Walker's Construction  
16 Contribution shall be payable as follows: (a) one-half thereof upon completion of the construction of  
17 the Walker Exclusive Parking Area, and (b) one-half thereof on or before that date which is 180 days  
18 from and after the date that construction of the Walker Exclusive Parking Area is completed.  
19

20 4. The Walker Exclusive Parking Area as well as the parking area contiguous thereto  
21 shall be maintained by KW26 and its successors-in-interest as the owner of the fee simple interest in  
22 and to the Hotel Property as follows: (a) KW26 shall cause such maintenance (including, without  
23 limitation, illumination of such parking area and all utilities in connection therewith and in  
24 connection with all other maintenance required; removing all papers, debris, filth and refuse from the  
25 such parking area and sweeping such parking area to the extent necessary to keep the same in a neat,  
26 clean and orderly condition); repair; re-striping; re-paving; surface replacement; car stop replacement  
27 and car stop painting; and lighting fixture repair and/or replacement as is commercially-reasonable  
28 (or required by applicable governmental authorities) to be undertaken or provided, and (b) KW26  
29 shall cause such maintenance; repair; striping; re-striping; paving; re-paving; surface replacement;  
30 car stop placement and/or replacement and car stop painting; and lighting fixture repair and/or  
31 replacement so that such parking area is maintained in a state or condition at least equal to the state  
32 or condition of maintenance typical for commercial properties of the same kind, type or use as such  
33 parking area, and (c) all landscaping shall be irrigated and maintained and plant materials shall be  
34 replaced, as necessary, so that the landscaped areas are maintained in a commercially-reasonable  
35 manner, and (d) drainage shall be maintained in a commercially-reasonable manner, and (e) all  
36 directional signage and signage which relates to identifying the Walker Exclusive Parking Area and  
37 which prohibits the Walker Authorized Users from parking in the parking contiguous to the Walker  
38 Exclusive Parking Area and which prohibits the Hotel Authorized Users from parking in the Walker

 KW26  Walker

1 Exclusive Parking Area or which displays tow-away warnings (all of which signage shall be selected  
2 by KW26 and the initial acquisition and installation cost thereof shall be borne by KW26) shall be  
3 maintained in a commercially-reasonable manner.  
4



5 5. Commencing on that date (the "Walker Payment Date") which is the first day that  
6 Walker uses the Walker Exclusive Parking Area, Walker shall pay to KW26 Walker's Pro Rata  
7 Share of all Operating Expenses (the "Walker Operating Expense Contribution"); provided,  
8 however, in no event shall Walker's Operating Expense Contribution exceed an amount equal to  
9 twenty-five percent (25.00%) of the Operating Expenses. The term "Operating Expenses" means the  
10 sum of the following costs, charges and expenses, to-wit: (i) all reasonable and customary costs,  
11 charges and expenses incurred by or on behalf of KW26 to cause to be undertaken the acts or events  
12 or undertakings to which reference is made in the immediately-preceding subsections 4.(a) through  
13 (e), both inclusive, and (ii) all sales taxes, use taxes and ad valorem taxes paid to all applicable  
14 governmental authorities and all insurances with respect to the acts or events or undertakings to  
15 which reference is made in the immediately-preceding subsections (a) through (e), both inclusive,  
16 and the Walker Exclusive Parking Area as well as the parking area contiguous thereto. Prior to the  
17 beginning of each calendar year after the Walker Payment Date (and on the Walker Payment Date  
18 with respect to the period between the Walker Payment Date and the last day of the calendar year  
19 during which the Walker Payment Date occurs), KW26 shall furnish to Walker a written statement  
20 setting forth the following: (a) the amount KW26 estimates that KW26 will pay for Operating  
21 Expenses for the then upcoming calendar year; (b) KW26's estimate of Walker's Pro Rata Share; and  
22 (c) a calculation of one-twelfth (1/12) of KW26's estimate of Walker's Pro Rata Share ("Walker's  
23 Monthly Estimated Operating Expenses"). Walker shall pay to KW26 Walker's Monthly Estimated  
24 Operating Expenses beginning on the Walker Payment Date (prorated during the period from the  
25 Walker Payment Date until the first day on the month next following the month during which the  
26 Walker Payment Date occurs) and on the first day of every successive calendar month thereafter,  
27 failing which payment, Walker agrees that the use of the Walker Exclusive Parking Area by the  
28 Walker Authorized Users shall be suspended during any period from the due date of any payment  
29 required to be made by Walker pursuant to this Restated Easement Agreement until such payment is  
30 paid in full. For each calendar year, within ninety (90) days after the end of each calendar year,  
31 KW26 shall furnish to Walker a statement in reasonable detail and certified as complete and correct  
32 by an authorized representative of KW26 setting forth (a) KW26's actual costs for Operating  
33 Expenses for that year by category and amount; (b) the amount of Walker's Operating Expense  
34 contribution; and (c) the sum of the payments made by Walker for Walker's Monthly Estimated  
35 Operating Expenses during the year. If the amount of Walker's Pro Rata Share exceeds the sum of  
36 the payments made by Walker for Walker's Monthly Estimated Operating Expenses during the year  
37 Walker shall pay the deficiency to KW26 within forty-five (45) days after Walker's receipt of such  
38 statement, provided that Walker may suspend payment of any amount which (x) he disputes in good

WW KW26 AW Walker

1 faith, (y) was paid by KW26 in a calendar year other than the year covered by the statement, or (z) he  
2 has not been provided with reasonable details as set forth above, until resolution thereof. If the sum  
3 of the payments made by Walker for Walker's Monthly Estimated Operating Expenses during the  
4 year exceeds the amount of Walker's Pro Rata Share, KW26 shall apply such excess to the future  
5 payment of Walker's Pro Rata Share. The term "Walker's Pro Rata Share" as used herein means that  
6 share calculated by determining that portion (expressed as a percentage) that the number of parking  
7 spaces in the Walker Exclusive Parking Area bears to the number of parking spaces in both the  
8 Walker Exclusive Parking Area and the parking area contiguous thereto, combined.  
9

10 6. It is specifically understood and agreed, as a specifically-negotiated consideration and  
11 as a material inducement to KW26 to execute this Restated Easement Agreement, that: (a) KW26  
12 and its successors-in-interest as the owner of the fee simple interest in an to the Hotel Property shall  
13 have no duty or obligation whatsoever to the Walker Authorized Users or to any other third party  
14 with respect to: (i) the use of the Hotel Property, and/or (ii) the use of the Walker Exclusive Parking  
15 Area, and/or the Walker Spaces, and/or (iii) any personal injury, loss of life or loss or damage to  
16 personal property related to or arising out of the use by the Walker Authorized and/or any other third  
17 party of the Hotel Property, and/or the Walker Exclusive Parking Area, and/or the Walker Spaces  
18 unless such injury, loss of life or damage to personal property is caused by the gross negligence of  
19 KW26 as evidenced by the entry of a final, non-appealable judgment by a court of competent  
20 jurisdiction and (b) that the Walker Exclusive Parking Area: (i) shall not be used for any commercial  
21 purpose whatsoever other than as expressly permitted in this Restated Easement Agreement, (ii) shall  
22 not be licensed to any third party, (iii) shall not be operated as a concession by Walker or any third  
23 party, and (iv) shall not be used as a site for overnight sleeping accommodations.

24 7. Commencing on the Effective Date and thereafter, Walker and his heirs and  
25 successors-in-interest as the owner of the fee simple interest in and to the Restaurant Property, shall  
26 indemnify, defend and save harmless KW26 and its parent and its affiliates, officers, directors,  
27 members, agents, accountants, attorneys and employees and their respective officers, directors,  
28 stockholders, agents, accountants, attorneys and employees, successors and assigns from and against  
29 all losses, costs, liabilities, damages, claims and expenses of every kind, nature and description  
30 (except for and to the extent of the gross negligence, willful misconduct, or breach of this Restated  
31 Easement Agreement by KW26 and/or the Hotel Authorized Users as determined by the entry of a  
32 final, non-appealable judgment by a court of competent jurisdiction), including reasonable attorneys'  
33 fees, related to or arising out of the use by the Walker Authorized and/or any other third party of the  
34 Hotel Property, and/or the Walker Exclusive Parking Area, and/or the Walker Spaces. Under no  
35 circumstances shall the indemnified parties be required to suffer a liquidated loss in order to maintain  
36 a claim under this indemnification. This indemnification shall survive the expiration or termination  
37 of this Amended Easement Agreement.

      KW26       Walker

1           8. Commencing on the Effective Date and thereafter, KW26 and its parent and its  
2 affiliates, officers, directors, members, agents, accountants, attorneys and employees and their  
3 respective officers, directors, stockholders, agents, accountants, attorneys and employees, successors  
4 and assigns as the owner of the fee simple interest in and to the Hotel Property, shall indemnify,  
5 defend and save harmless Walker and his heirs and successors-in-interest from and against all losses,  
6 costs, liabilities, damages, claims and expenses of every kind, nature and description (except for and  
7 to the extent of the gross negligence, willful misconduct, or breach of this Restated Easement  
8 Agreement by Walker and/or the Walker Authorized Users as determined by the entry of a final, non-  
9 appealable judgment by a court of competent jurisdiction), including reasonable attorneys' fees,  
10 related to or arising out of the use by the Walker Authorized and/or any other third party of the Hotel  
11 Property, and/or the Walker Exclusive Parking Area, and/or the Walker Spaces. Under no  
12 circumstances shall the indemnified parties be required to suffer a liquidated loss in order to maintain  
13 a claim under this indemnification. This indemnification shall survive the expiration or termination  
14 of this Amended Easement Agreement.

15           9. Commencing on the Effective Date and thereafter, Walker and his heirs, successors-  
16 in-interest and assigns as the owner of the fee simple interest in and to the Restaurant Property, shall  
17 maintain in responsible companies qualified to do business in Florida public liability insurance  
18 covering the Walker Exclusive Parking Area insuring KW26 and its parent and its affiliates, officers,  
19 directors, members, agents, accountants, attorneys and employees and their respective officers,  
20 directors, stockholders, agents, accountants, attorneys and employees, successors and assigns with  
21 limits at least equal to those stated on Schedule 1 attached hereto and made a part hereof and shall  
22 deposit promptly with KW26 certificates for such insurance bearing the endorsements naming KW26  
23 as an additional insured and providing that the policies will not be canceled or reduced in scope of  
24 coverage or amount of coverage until thirty (30) days after written notice to KW26.  
25

26           10. This Restated Easement Agreement may be terminated only by written agreement  
27 signed by all parties hereto (or by the successors and assigns of the interest of such parties). There are  
28 no implied, additional or prescriptive rights that have accrued or that can in the future accrue against  
29 KW26 relating to the Hotel Property and Walker hereby absolutely and unconditionally waives any  
30 such claims for himself and his heirs and successors in interest.  
31

32           11. Any notice required and given hereunder shall be in writing and hand delivered by  
33 messenger; mailed, postage prepaid, by United States Certified Mail, Return Receipt Requested; or  
34 dispatched by a nationally-recognized overnight mail delivery service (e.g., Federal Express),  
35 addressed to the parties as follows:  
36  
37

    WW     KW26       RW     Walker



1 If to KW26: KW26 LLC  
2 1001 East Atlantic Avenue  
3 Suite 202  
4 Delray Beach, Florida 33483  
5 Attention: Mark Walsh  
6

7 With a copy to: KW26 LLC  
8 1000 Market Street  
9 Suite 300  
10 Building One  
11 Portsmouth, New Hampshire 03801  
12 Attention: Richard C. Ade  
13

14 With a copy to: Richard H. Critchfield, Esquire  
15 1001 East Atlantic Avenue  
16 Suite 201  
17 Delray Beach, Florida 33483  
18

19 If to Walker: Richard C. Walker  
20 2407 North Roosevelt Boulevard  
21 Key West, Florida 33040  
22

23 With a copy to: Law Office of Donald Yates P.A.  
24 611 Eaton Street  
25 Key West, Florida 33040  
26

27 The effective date of any notice shall be the date of delivery of the notice if by personal  
28 delivery or overnight mail, or if mailed, upon the date which the return receipt is signed or delivery is  
29 refused or the notice is designated by the postal authorities as non-deliverable, as the case may be.  
30 Any party may from time to time change the addresses to which notices are to be delivered under this  
31 Restated Easement Agreement upon three (3) business days' prior written notice to the other parties  
32 given in conformity with the foregoing provisions.  
33

34 12. This Restated Easement Agreement shall be governed by, construed and enforced in  
35 accordance with the laws of the State of Florida. The parties acknowledge that personal jurisdiction  
36 upon proper service will be valid in the State of Florida, and that venue of all actions arising out of or  
37 related to this Restated Easement Agreement shall be proper only in a State court of competent  
38 jurisdiction located in Monroe County, Florida.

WW KW26 AW Walker

1  
2 13. In construing this Restated Easement Agreement, feminine or neuter pronouns shall  
3 be substituted for those masculine in form and vice versa, and plural terms shall be substituted for  
4 singular and singular for plural in any place in which the context so requires. No party shall be  
5 considered the author of this Restated Easement Agreement since the parties hereto have participated  
6 in extensive negotiations and drafting and redrafting of this document to arrive at a final Restated  
7 Easement Agreement; accordingly, the terms of this Restated Easement Agreement shall not be  
8 strictly construed against one party as opposed to the other party based upon the identity of the  
9 drafter.

10  
11 14. The covenants, terms, conditions, provisions and undertakings in this Restated  
12 Easement Agreement, or in any renewals thereof, shall extend to and be binding upon the legal  
13 representatives, successors and assigns of the respective parties hereto as if they were in every case  
14 named and expressed and wherever reference is made to any of the parties hereto, it shall be held to  
15 include and apply also to the legal representatives, successors and assigns of such party as if in each  
16 and every case so expressed.

17  
18 15. This Restated Easement Agreement shall constitute the full and complete  
19 understanding between the parties as to the matters addressed herein and this Restated Easement  
20 Agreement absolutely and unconditionally supersedes the 1991 Parking Easement Agreement in its  
21 entirety as though the 1991 Parking Easement Agreement had never been entered into. There are no  
22 oral understandings, terms or conditions, side agreement or any other agreement of whatsoever kind,  
23 type, nature, description or characterization between the parties which relate, directly or indirectly, to  
24 the matters which are the subject matter of this Restated Easement Agreement and no party has relied  
25 on any representation, express or implied, not contained in this Restated Easement Agreement. All  
26 prior understandings, terms or conditions are hereby conclusively deemed to merge in this Restated  
27 Easement Agreement. Notwithstanding the foregoing, between the Effective Date and that date (the  
28 "Termination Date") which is thirty (30) days from and after the Permit Date (and not thereafter)  
29 Walker shall have the right to the non-exclusive use of twenty (20) parking spaces designated by  
30 KW26 in its sole discretion within the Hotel Property (the non-exclusive use of which parking spaces  
31 shall be subject to the use restrictions contained and set forth in Section 2 of this Restated Easement  
32 Agreement) and from and after the Termination Date, the use of such parking spaces shall  
33 automatically terminate.

34  
35 16. Except as otherwise expressly limited (if limited) by the terms of this Restated  
36 Easement Agreement, each right and remedy of either party shall be cumulative and shall be in  
37 addition to every other right or remedy provided for in this Restated Easement Agreement, or now or  
38 hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the

WW KW26 AW Walker



1 exercise by a party of any one or more of the rights or remedies provided for in this Restated  
2 Easement Agreement, or now or hereafter existing at law or in equity or by statute or otherwise, shall  
3 not preclude the simultaneous or later exercise by such party of any or all other rights or remedies  
4 provided for in this Restated Easement Agreement or now or hereafter existing at law or in equity or  
5 by statute or otherwise.  
6

7 17. If any term, covenant or condition of this Restated Easement Agreement, or the  
8 application thereof to any person or circumstance, shall be determined to be unenforceable by a court  
9 of competent jurisdiction (the "Offending Provision"), then the remainder of this Restated Easement  
10 Agreement, or the application of such term, covenant or condition to persons, entities or  
11 circumstances other than those as to which it is invalid or unenforceable, shall not be affected  
12 thereby and each term, covenant and condition of this Restated Easement Agreement shall be valid  
13 and enforced to the fullest extent permitted by law; provided, however, that the parties affected by  
14 the Offending Provision shall endeavor in good faith, within sixty (60) days after the date such  
15 determination is made, to agree upon alternative provisions which shall have the same practical  
16 effect as the Offending Provision and upon any agreement being reached, the new provision shall be  
17 incorporated into and form a part of this Restated Easement Agreement.  
18

19 18. No change, amendment or modification of this Restated Easement Agreement shall be  
20 valid or binding upon the parties hereto unless such change, amendment, or modification shall be in  
21 writing and duly executed by the parties hereto. No change, amendment or modification of this  
22 Restated Easement Agreement shall be deemed to be made by any party on the basis of any action or  
23 failure to act by any party or by the course of performance, course of dealing, or course of conduct of  
24 any party.  
25

26 19. Except as otherwise expressly provided for herein, when either party exercises any of  
27 its rights or renders or performs any of its obligations hereunder, such party shall do so at its sole  
28 cost and expense.  
29

30 20. A waiver by any party of a breach of any provision of this Restated Easement  
31 Agreement shall not operate as, or be construed to be, a waiver of any other breach of such provision  
32 or of any breach of any other provision of this Restated Easement Agreement. The failure of a party  
33 to insist upon strict adherence to any term of this Restated Easement Agreement on one or more  
34 occasions shall neither be considered a waiver nor deprive that party of any right thereafter to insist  
35 upon strict adherence to that term or any other term of this Restated Easement Agreement. Any  
36 waiver must be in writing and signed by the party to be charged therewith.  
37  
38  
39

 KW26  Walker

1           21.    Provided that the parties hereto execute an original of this Restated Easement  
2 Agreement, this Restated Easement Agreement may be executed in counterparts, each of which shall  
3 be deemed an original and all of which together shall constitute one and the same instrument.  
4

5           22.    Nothing contained and set forth in this Restated Easement Agreement shall be  
6 deemed to create an agency relationship among the parties.  
7

8           23.    All exhibits referenced in this Restated Easement Agreement are incorporated into  
9 this Restated Easement Agreement by such reference and shall be deemed to be an integral part of  
10 this Restated Easement Agreement.  
11

12           24.    A memorandum of this Restated Easement Agreement shall be executed by the parties  
13 hereto and recorded in the Public Records of Monroe County, Florida.  
14

15           25.    Before either party initiates any legal or equitable action to enforce, secure or protect  
16 its rights under this Restated Easement Agreement, the parties shall engage in non-binding mediation  
17 in good faith with a mutually agreed upon Florida Supreme Court Certified mediator.  
18

19           26.    KW26 and Walker each hereby absolutely, irrevocably and unconditionally waives  
20 the right to claim punitive damages in any litigation, arising out of or pertaining to this Restated  
21 Easement Agreement or any other agreement, instrument or document entered into in connection  
22 herewith.  
23

24           27.    If for any reason a party initiates any legal or equitable action to secure or protect its  
25 rights under this Restated Easement Agreement, the prevailing party shall be entitled to recover from  
26 the non-prevailing party all costs incurred by it, including, without limitation, reasonable attorneys'  
27 fees at all trial and appellate levels.  
28

29           28.    EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND  
30 INTENTIONALLY WAIVES THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN  
31 RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO, ANY CLAIMS, CROSS-  
32 CLAIMS OR THIRD-PARTY CLAIMS) BASED HEREON OR ARISING OUT OF, UNDER, OR IN  
33 CONNECTION WITH, THIS RESTATED EASEMENT AGREEMENT OR ANY DOCUMENT  
34 EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF  
35 DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER  
36 PARTY. EACH PARTY HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF  
37 THE OTHER PARTY OR ANY PARTY'S COUNSEL HAS REPRESENTED, EXPRESSLY OR  
38 OTHERWISE, THAT ANY PARTY WOULD NOT, IN THE EVENT OF SUCH LITIGATION,  
39 SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. THIS

    *WW*     KW26        *AW*     Walker

1 PROVISION IS A MATERIAL INDUCEMENT TO THE EXECUTION OF THIS RESTATED  
2 EASEMENT AGREEMENT.  
3

4 IN WITNESS WHEREOF, the parties hereto execute this Restated Easement Agreement as  
5 of the Effective Date.  
6

7 Signed, sealed and delivered  
8 in the presence of:

**KW26 LLC,**  
a Florida limited liability company

9  
10  
11  
12 Kathryn S. Douglas  
13 Name: Kathryn S. Douglas  
14

By: William Walsh  
William Walsh  
Its Manager

15 Christine L. Metzger  
16 Name: Christine L. Metzger  
17

18 Adele V. Stone  
19 Name: Adele V. Stone  
20

Richard C. Walker  
Richard C. Walker

21 Tania Ortiz  
22 Name: Tania Ortiz  
23  
24

[ACKNOWLEDGEMENTS APPEAR ON THE FOLLOWING PAGE]

WW KW26 RW Walker

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared William Walsh, as Manager of KW26 LLC, a Florida limited liability company, who executed the foregoing Restated Easement Agreement and he acknowledged to and before me that he did so voluntarily and for the purposes therein expressed and he is personally known to me and did not take an oath.

WITNESS my hand and official seal in the State and County aforesaid this 29<sup>th</sup> day of September, 2014.

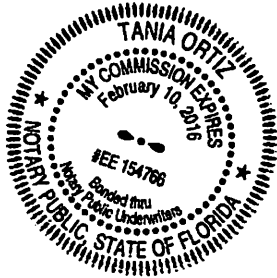


Kathryn S. Douglas  
Notary Public  
Name: Kathryn S. Douglas  
Commission or Serial No.: \_\_\_\_\_  
My Commission Expires: 1-14-2017

STATE OF FLORIDA  
COUNTY OF MONROE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Richard C. Walker who executed the foregoing Restated Easement Agreement and he acknowledged to and before me that he did so voluntarily and for the purposes therein expressed and he is personally known to me and did not take an oath.

WITNESS my hand and official seal in the State and County aforesaid this 26<sup>th</sup> day of September, 2014.



Tania Ortiz  
Notary Public  
Name: Tania Ortiz  
Commission or Serial No.: \_\_\_\_\_  
My Commission Expires: 2-10-16

WW KW26 \_\_\_\_\_ Walker

**EXHIBIT A**

**LEGAL DESCRIPTION**

**Restaurant Property**

Commencing at a point at the intersection of Roosevelt Boulevard and the Northeasterly property line of Hilton Haven, thence in a northeasterly direction along the seawall which forms the north boundary of Roosevelt Boulevard a distance of 60 feet, for a point of beginning, thence at right angles and in a northwesterly direction a distance of 350 feet, thence at right angles and in a northeasterly direction a distance of 606 feet, thence in a southeasterly direction a distance of 350 feet, to a point which is on the north boundary line of the right-of-way of Roosevelt Boulevard; thence at right angles and in a southwesterly direction a distance of 606 feet back to the point or place of beginning. Containing 5.03 acres, more or less, lying and being in Section 33, Township 67 South, Range 25 East, Monroe County, State of Florida.



 KW26  Walker

EXHIBIT B

LEGAL DESCRIPTION

PARCEL A1

Tract One (1) of the Amended Plat of HILTON HAVEN, section No. 1, a subdivision on the island of Key West, Monroe County, Florida, according to Plat recorded in Plat Book 2, Page 106, Monroe County, Florida.

AND TOGETHER WITH

PARCEL A2

On the island of Key West, Florida, and more particularly described as follows: Commencing at a point where the Northern property line of "HILTON HAVEN" Subdivision (Amended Plat, and recorded in Plat Book 2, Page 106, Public Records of Monroe County, Florida) intersects the Northwestly Right-of-Way line of Roosevelt Boulevard, said point also being a permanent reference monument of aforesaid "HILTON HAVEN" Subdivision from said point, run Southwestly along the Northwestly Right-of-Way line of Roosevelt Boulevard for a distance of 165.0 feet to the point of beginning of the strip of land hereinafter described; thence with a deflected angle to the right of 72 degrees, 34 minutes and 00 seconds and in a Northwestly direction for a distance of 88.54 feet to a point; thence with a deflected angle to the left of 17 degrees, 18 minutes and 22 seconds and in a Northwestly direction for a distance of 117.88 feet to a point; thence with a deflected angle to the right of 83 degrees, 54 minutes and 18 seconds in a Northerly direction for a distance of 4.0 feet to a point; thence with a deflected angle to the right of 86 degrees, 36 minutes and 00 seconds and in a Southwestly direction for a distance of 118.3 feet to a point; thence with a deflected angle to the right of 18 degrees, 31 minutes and 00 seconds and in a Southwestly direction for a distance of 88.3 feet back to the Point of Beginning.

AND TOGETHER WITH

PARCEL A3

Begin at the intersection of the Northwestly Right-of-Way line of Roosevelt Boulevard and the North Boundary of Tract 1 of HILTON HAVEN, the Point of Beginning; thence westerly along the North line of HILTON HAVEN 316.36 feet which said line makes an angle with the center line of Roosevelt Boulevard of 48 degrees 10 minutes; thence Northerly at right angles to the North boundary of said Tract 1, 46 feet; thence Easterly at right angles to the last named course and parallel with the North boundary of said Tract 1 of HILTON HAVEN, a distance of 269.28 feet; thence in a Southwestly direction, making an angle of 80 degrees with the center line of Roosevelt Boulevard, 68.82 feet to the Point of Beginning.

AND TOGETHER WITH

PARCEL A4

A parcel of land North of HILTON HAVEN SUBDIVISION, as recorded in Plat Book 2, Page 106, Public Records of Monroe County, Florida, more particularly described as follows:  
Commence at the intersection of the Northerly Right-of-Way line of Roosevelt Boulevard and the Northerly boundary of said HILTON HAVEN SUBDIVISION; thence West along said Northerly boundary 818.25 feet; thence North 45 feet to the Point of Beginning; thence continue North 228 feet thence in a Southwestly direction 350 feet to a point East of the Point of Beginning; thence West 269.28 feet to the Point of Beginning.

MM



**EXHIBIT C**

**LEGAL DESCRIPTION**

**Parking Property**

A parcel of land on the island of Key West, Monroe County, Florida; the said parcel being described by metes and bounds as follows: BEGIN at a point where the Northerly line of HILTON HAVEN subdivision (Restated Plat, and recorded in Plat Book 2, page 108, Public Records of Monroe County, Florida) intersects the Northwesterly right of way line (ROWL) of North Roosevelt Boulevard and run then SW'ly and along the said NW'ly ROWL for a distance of 152.00 feet; thence NW'ly and at right angles for a distance of 27.00 feet; thence SW'ly and along a line deflected 107° 45' to the left for a distance of 22.00 feet; thence NW'ly and right angles for a distance of 66.00 feet; thence NE'ly and at right angles for a distance of 22.00 feet; thence NW'ly and along a line deflected 53° 45' to the left for a distance of 92.00 feet; thence NE'ly and along a line deflected 75° 00' to the right for a distance of 30.00 feet; thence Northerly and along a line deflected 38° 45' to the left for a distance of 100 feet; thence NE'ly and along a line deflected 35° 15' to the right for a distance of 31.32 feet; thence SE'ly and at right angles for a distance of 233.00 feet back to the POINT OF BEGINNING.

WW KW26 M Walker





Schedule 1

Insurance Requirements

Commercial General Liability. Insurance against loss or liability in connection with bodily injury, death, or property damage or destruction, occurring on or about or in connection with the use of the Walker Exclusive Parking Area under one or more policies of commercial general liability insurance. Each policy shall be written on an occurrence basis and contain coverage at least as broad as that provided under the then most current Insurance Services Office (ISO) commercial general liability insurance form. The insurance coverage shall be in a minimum amount of not less than \$1 million per occurrence limit, \$1 million general aggregate limit.

All insurance policies shall be (a) in form reasonably satisfactory to KW26 and Walker; and (b) written with insurance companies reasonably satisfactory to KW26 and having a policyholder rating of at least "A-" and a financial size category of at least "Class VII" as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies, and authorized to engage in the business of insurance in the State of Florida. The commercial general liability insurance policy shall name KW26 as an additional insured and shall provide that such insurance may not be terminated or modified in any way that would materially decrease the protection afforded KW26. Walker shall furnish to KW26 such evidence of the required coverages as KW26 may reasonably request in writing.

      KW26            Walker

# **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

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

## Property Record Card -

**Maps are now launching the new map application version.**

Alternate Key: **1002097** Parcel ID: **00001990-000000**

### Ownership Details

**Mailing Address:**

KW26 LLC  
1000 MARKET ST UNIT 1  
PORTSMOUTH, NH 03801-3358

### Property Details

**PC Code:** 39 - HOTELS,MOTELS

**Millage Group:** 10KW

**Affordable Housing:** No

**Section-Township-Range:** 33-67-25

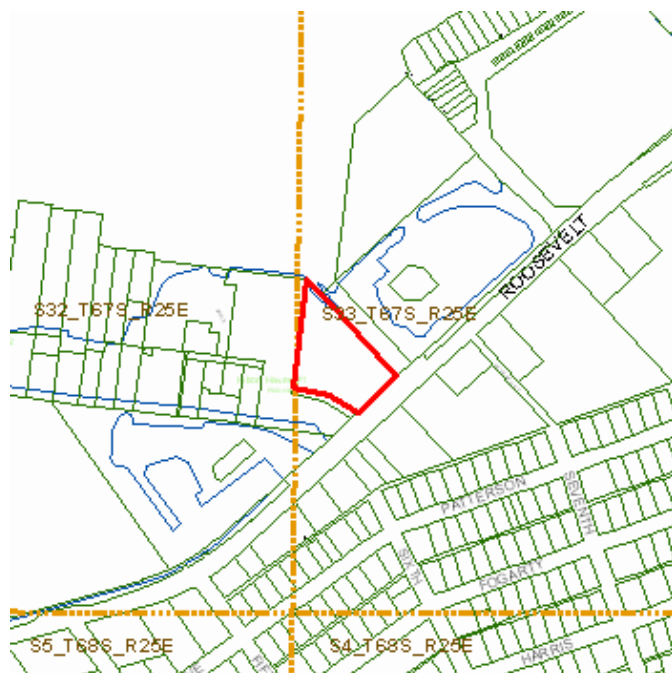
**Property Location:** 2401 N ROOSEVELT BLVD KEY WEST

**Subdivision:** Amended Plat of Hilton Haven Section No 1

**Legal Description:** AMENDED PLAT OF HILTON HAVEN SEC 1 PB2-108 TRACT 1 AND PARCEL OF LAND AND BAY BTM NLY THEREOF G42-

**Description:** 378/379 G46-422/423 G52-51/52 II DEED NO 20519 OR792-463IIF OR837-1183/1184 OR841-989/990E OR1016-1573/1574 OR1176-1298/1302 OR1185-973/978Q/C OR1332-1287/1303-E(RES NO 94-484) OR1336-91/97(AFFD) OR2161-1868/70

**Click Map Image to open interactive viewer**



### Land Details

Land Use Code	Frontage	Depth	Land Area
10HW - COMM/HWY/WATER	0	0	68,834.00 SF

### Building Summary

**Number of Buildings:** 1  
**Number of Commercial Buildings:** 1  
**Total Living Area:** 12068  
**Year Built:** 1989

### Building 1 Details

<b>Building Type</b>	<b>Condition A</b>	<b>Quality Grade</b> 350
<b>Effective Age</b> 19	<b>Perimeter</b> 620	<b>Depreciation %</b> 23
<b>Year Built</b> 1989	<b>Special Arch</b> 0	<b>Grnd Floor Area</b> 12,068
<b>Functional Obs</b> 0	<b>Economic Obs</b> 0	

**Inclusions:**

<b>Roof Type</b>	<b>Roof Cover</b>	<b>Foundation</b>
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	Intercom	0
7 Fix Bath	0	Fireplaces	0
Extra Fix	164	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	1989				5,908
2	OPF		1	1989				2,067
3	SBF		1	1989				28

4	FLA	1	1989	6,160
5	OUF	1	1989	2,103

**Interior Finish:**

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	806	HOTEL/MOTEL B	100	N	Y
	807	OPF	100	N	N
	808	SBF	100	N	N
	809	HOTEL/MOTEL B	100	N	Y
	810	OUF	100	N	N

**Exterior Wall:**

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

**Misc Improvement Details**

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	AP2:ASPHALT PAVING	26,244 SF	0	0	1977	1978	2	25
2	AP2:ASPHALT PAVING	12,465 SF	0	0	1988	1989	2	25
3	PO6:COMM POOL	608 SF	0	0	1988	1989	3	50
4	PT4:PATIO	1,408 SF	0	0	1988	1989	4	50
5	SW2:SEAWALL	34 SF	17	2	1977	1978	1	60
6	SW2:SEAWALL	126 SF	63	2	1977	1978	2	60
7	DK3:CONCRETE DOCK	243 SF	81	3	1988	1989	4	60
8	RW2:RETAINING WALL	260 SF	130	2	1977	1978	2	50
9	TK2:TIKI	100 SF	0	0	1993	1994	5	40

**Appraiser Notes**

OR2716-1546 RESTATED PARKING EASEMENT AGREEMENT BETWEEN PARCELS WITH AKS 1002097 AND 8890613
2010-07-21 CITY COMMISSION OF KW RESOLUTION #10-135 DATED 2010-04-07.BANANA BAY RESORT AND A PORTION OF THE FAIRFIELD INN EXISTING 76 UNITS CONSISTING OF 55 TRANSIENT UNITS WITH LICENSE, 1 MGRS UNIT AND 20 MARKET RATE RESIDENTIAL UNITS TO BE RE-DEVELOPED. THE NEW PROPERTY WILL TOTAL 56 UNITS CONSISTING OF 20 TOWNHOUSE RESIDENTIAL UNITS, 10 TOWNHOUSE TRANSIENT UNITS AND 26 AFFORDABLE WORK FORCE HOUSING. THE 39 TRANSIENTS WILL BE TRANSFERRED OFFSITE.DKRAUSE
FAIRFIELD MOTEL-2401 NORTH ROOSEVELT BLVD 26 UNITS

**Building Permits**

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
	05-3023	08/05/2005	12/31/2006	1,000	Commercial	REPLACE TUB WITH SHOWER, LAV, AND DRAIN WITH NEW ONE.
	05-3179	08/05/2005		800	Commercial	INSTALL FIVE OUTLETS AND MOVE THOLL WALL, LIGHTS AND NEW TV JACK.
	05-1739	07/26/2005	03/07/2007	7,500	Commercial	CONVERT 2 EXISTING ROOMS INTO ONE 485SF SUITE. PAINT AND NEW FLOORING.
2	B942408	07/01/1994	12/01/1994	1,800	Commercial	TICKET BOOTH FOR BOAT
1	97-0992	04/01/1997	12/01/1997	45,000	Commercial	RENOVATION
1	98-1719	06/02/1998	01/01/1999	1,600	Commercial	RENOVATE BATHROOM
1	98-2477	08/13/1998	01/01/1999	365,000	Commercial	RENOVATOIN OF 100 ROOMS

1	98-2477	09/03/1998	01/01/1999	365,000	Commercial	ELECTRICAL
1	98-2578	09/01/1998	01/01/1999	87,000	Commercial	NEW WOODEN DECKS ETC
2	98-2578	09/16/1998	01/01/1999	87,000	Commercial	REPLACE WATER COOLED A/C
3	98-3749	12/02/1989	01/01/1999	7,000	Commercial	PARKING LOT REPAIR
4	98-3893	12/16/1998	11/17/1999	115,000	Commercial	RENOVATIONS
5	99-3995	12/21/1998	11/17/1999	30,000	Commercial	UPGRADE LANDSCAPING
6	99-0036	02/01/1999	11/17/1999	6,994	Commercial	REPLACE 26 SINKS
7	99-1344	04/21/1999	11/17/1999	6,000	Commercial	RENOVATIONS OUTSIDE
8	98-3749	04/20/1999	11/17/1999	7,000	Commercial	RESEAL&STRIPE PARKING
9	99-1541	05/05/1999	11/17/1999	2,043	Commercial	SECURITY DEVICES
10	99-0569	02/17/1999	11/17/1999	1,000	Commercial	WALL BY VENDING
11	00-4122	11/29/2000	01/03/2001	4,000	Commercial	REPLACE AC IN LOBBY
12	05-1709	05/20/2005	10/13/2005	6,000	Commercial	REMODEL ROOMS AND PAINT AND FLOORING r
13	05-1609	11/15/2005	05/26/2006	250,000	Commercial	LANDSCAPING & PAVERS
14	05-1613	11/28/2006	05/14/2008	100,000	Commercial	EXTERIOR PAINTING AND EXTEIO CLADDING
15	06-4077	07/07/2006	10/12/2006	500	Commercial	RELOCATE EXISTING ELECTRICAL OUTLETS,AND REPLACE LIGHT FIXTURES DD105
16	06-4078	07/07/2006	11/09/2006	500	Commercial	RELOCATE EXISTING ELECTRICAL OUTLETS,AND REPLACE LIGHT FIXTURES DD105
17	06-4079, 81-83, 85-94, 96	07/07/2006	10/25/2007	7,500	Commercial	RELOCATE EXISTING ELECTRICAL OUTLETS,AND REPLACE LIGHT FIXTURES DD105 DD111, DD112, DD212, K208, K213, K209, DD, 205, K103, K104, K113-K115, K202-K204
18	06-5772	10/17/2006	08/09/2007	36,200	Commercial	CHANGE OUT OF A 100 TON COOLING TOWER
	06-5905	10/26/2006	12/14/2006	50,000	Commercial	INSTALL V-CRIMP METAL ON 2-SORY POOL BAR
	06-6283	11/29/2006	05/14/2007	152,000	Commercial	NEW COMMERCIAL SWIMMING POOL 3181 SF

## 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	1,407,584	71,656	3,373,623	3,400,000	3,205,329	0 3,400,000	
2013	1,407,584	73,266	3,373,623	2,960,481	2,913,936	0 2,960,481	
2012	1,480,705	74,814	3,373,623	2,649,033	2,649,033	0 2,649,033	
2011	1,480,705	76,367	3,373,623	2,676,823	2,676,823	0 2,676,823	
2010	1,553,826	77,959	1,990,800	2,565,001	2,565,001	0 2,565,001	
2009	1,553,826	79,525	2,866,553	2,960,147	2,960,147	0 2,960,147	
2008	1,553,826	81,062	4,095,076	4,162,066	4,162,066	0 4,162,066	
2007	1,316,486	72,786	4,095,076	4,896,549	4,896,549	0 4,896,549	
2006	1,316,486	72,839	3,785,870	2,430,556	2,430,556	0 2,430,556	
2005	1,331,618	74,092	3,097,530	1,448,782	1,448,782	0 1,448,782	
2004	1,361,877	75,373	2,959,862	1,448,782	1,448,782	0 1,448,782	
2003	1,361,877	77,646	1,720,850	1,448,782	1,448,782	0 1,448,782	
2002	1,361,877	79,880	1,445,514	1,689,316	1,689,316	0 1,689,316	
2001	1,361,877	82,172	1,445,514	1,811,254	1,811,254	0 1,811,254	
2000	1,361,877	51,914	894,842	1,811,254	1,811,254	0 1,811,254	
1999	1,482,933	53,303	894,842	1,373,618	1,373,618	0 1,373,618	
1998	990,931	54,694	894,842	1,373,618	1,373,618	0 1,373,618	
1997	990,931	56,082	894,842	1,373,618	1,373,618	0 1,373,618	



1996	900,847	57,463	894,842	1,338,008	1,338,008	0 1,338,008
1995	900,847	58,862	894,842	1,338,008	1,338,008	0 1,338,008
1994	900,847	59,405	894,842	1,363,912	1,363,912	0 1,363,912
1993	900,847	60,765	894,842	1,065,304	1,065,304	0 1,065,304
1992	900,847	63,296	894,842	1,054,273	1,054,273	0 1,054,273
1991	900,847	65,815	894,842	1,861,504	1,861,504	0 1,861,504
1990	900,847	68,332	688,340	1,657,519	1,657,519	0 1,657,519
1989	8,560	2,091	688,340	698,991	698,991	0 698,991
1988	8,560	1,330	481,838	491,728	491,728	0 491,728
1987	190,611	3,761	375,479	569,851	569,851	0 569,851
1986	190,916	3,761	156,000	431,860	431,860	0 431,860
1985	186,091	3,761	98,010	403,409	403,409	0 403,409
1984	182,062	3,761	98,010	283,833	283,833	0 283,833
1983	182,062	3,761	98,010	283,833	283,833	0 283,833
1982	174,821	3,761	98,010	276,592	276,592	0 276,592

## Parcel Sales History

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

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
10/10/2005	2161 / 1868	4,475,000	WD	Z
9/1/1991	1185 / 973	1	WD	M
7/1/1991	1176 / 1298	2,800,000	WD	U
6/1/1987	1016 / 1573	414,000	WD	U
8/1/1981	837 / 1183	500,000	WD	U

This page has been visited 118,774 times.

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

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

## Property Record Card -

**Maps are now launching the new map application version.**

Alternate Key: **1002101** Parcel ID: **00002000-000000**

### Ownership Details

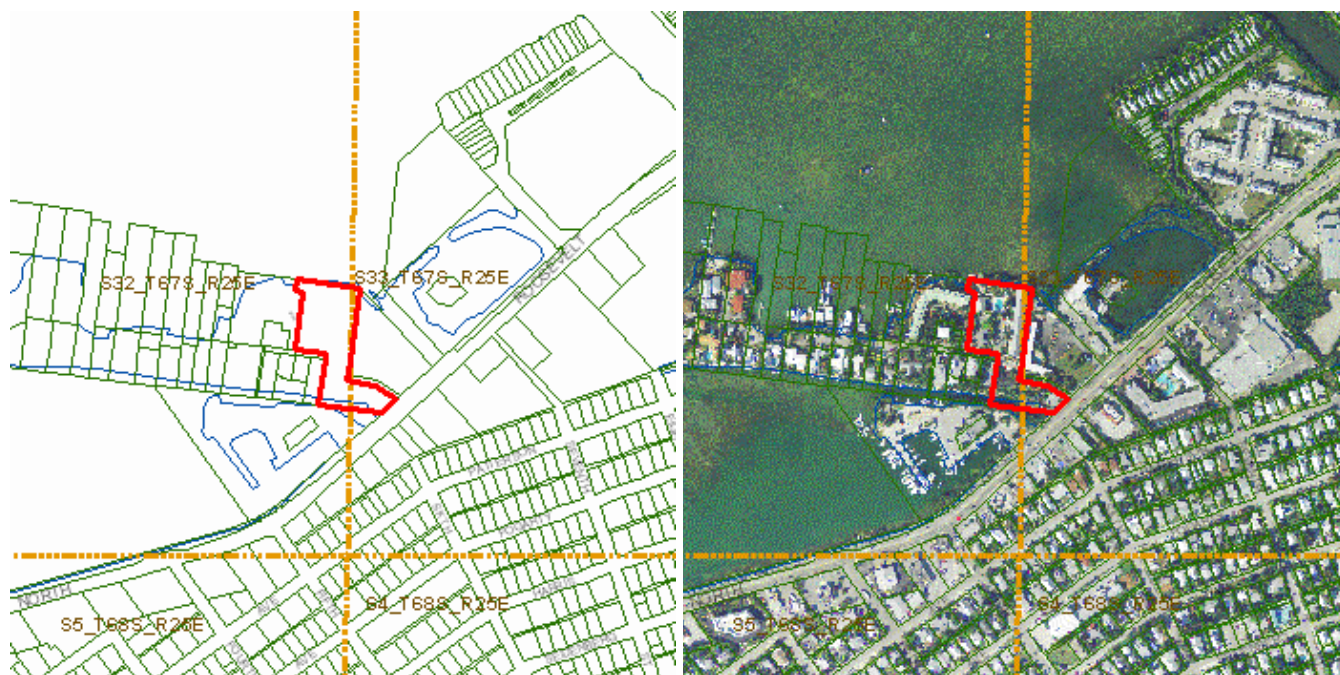
**Mailing Address:**

BANANA LLC  
1000 MARKET ST UNIT 300  
PORTSMOUTH, NH 03801-3399

### Property Details

**PC Code:** 39 - HOTELS,MOTELS  
**Millage Group:** 10KW  
**Affordable Housing:** No  
**Section-Township-Range:** 33-67-25  
**Property Location:** 2319 N ROOSEVELT BLVD Unit Number: 50 KEY WEST  
**Subdivision:** Amended Plat of Hilton Haven Section No 1  
**Legal Description:** AMENDED PLAT OF HILTON HAVEN SEC 1 PB2-108 (2.24 AC) TRACTS 2 3 & 4 & PARCEL OF LAND N'LY OF TRS 4 - 6 OR114-209/212 OR365-280/284 OR648-836E OR1307-1791/93(LG) OR1307-1797/99Q/C OR1332-1287/1303-E(RES NO 94-484) OR2151-1720/22 OR2151-1723/24Q/C

**Click Map Image to open interactive viewer**



### Land Details

Land Use Code	Frontage	Depth	Land Area
10HW - COMM/HWY/WATER	0	0	34,440.00 SF
000X - ENVIRONMENTALLY SENS	0	0	0.04 AC
100W - COMMERCIAL WATERFRON	0	0	61,305.00 SF

### Building Summary

**Number of Buildings:** 6  
**Number of Commercial Buildings:** 6  
**Total Living Area:** 32622  
**Year Built:** 1955

### Building 1 Details

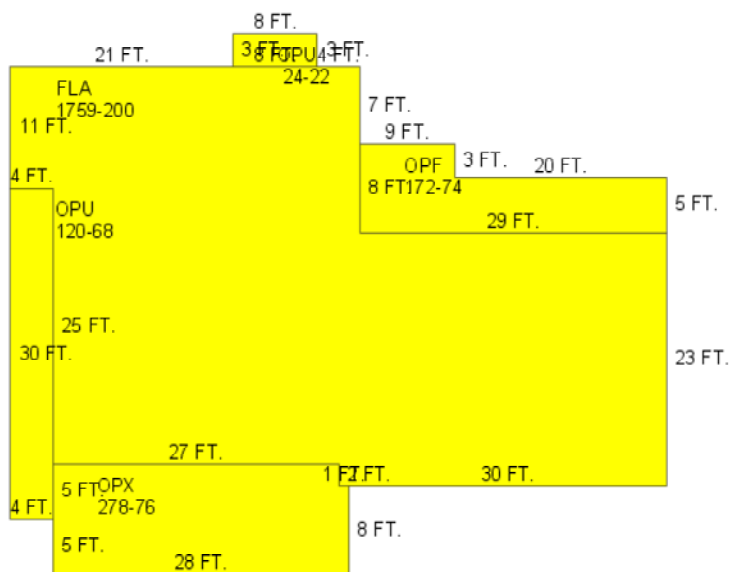
<b>Building Type</b>	<b>Condition E</b>	<b>Quality Grade</b> 450
<b>Effective Age</b> 19	<b>Perimeter</b> 200	<b>Depreciation %</b> 23
<b>Year Built</b> 1989	<b>Special Arch</b> 0	<b>Grnd Floor Area</b> 1,759
<b>Functional Obs</b> 0	<b>Economic Obs</b> 0	

**Inclusions:**

<b>Roof Type</b>	<b>Roof Cover</b>	<b>Foundation</b>
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	Intercom 0
7 Fix Bath 0	Fireplaces 0
Extra Fix 8	Dishwasher 0



**Sections:**

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA		1	1989		Y			1,759

2	OPX	1	1989	278
3	OPU	1	1989	120
4	OPU	1	1989	24
5	OPF	1	1989	172

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	811	HOTEL/MOTEL B	100	N	Y

Exterior Wall:

Interior Finish Nbr	Type	Area %
251	CUSTOM	100

## Building 2 Details

Building Type  
 Effective Age 28  
 Year Built 1955  
 Functional Obs 0

Condition A  
 Perimeter 188  
 Special Arch 0  
 Economic Obs 0

Quality Grade 350  
 Depreciation % 35  
 Grnd Floor Area 1,329

Inclusions:

Roof Type  
 Heat 1  
 Heat Src 1

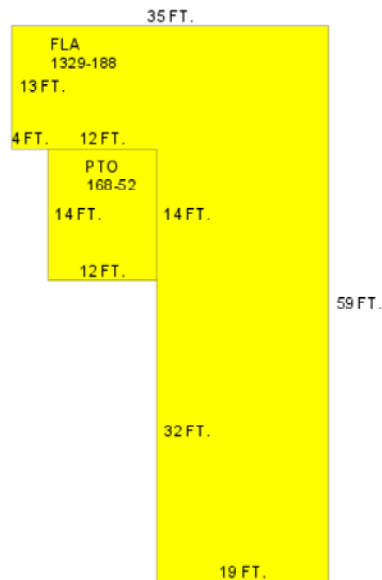
Roof Cover  
 Heat 2  
 Heat Src 2

Foundation  
 Bedrooms 0

Extra Features:

2 Fix Bath 0  
 3 Fix Bath 0  
 4 Fix Bath 0  
 5 Fix Bath 0  
 6 Fix Bath 0  
 7 Fix Bath 0  
 Extra Fix 30

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



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA		1	1954					1,329
2	PTO		1	1989					168

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	816	HOTEL/MOTEL B	100	N	N

Exterior Wall:

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

### Building 3 Details

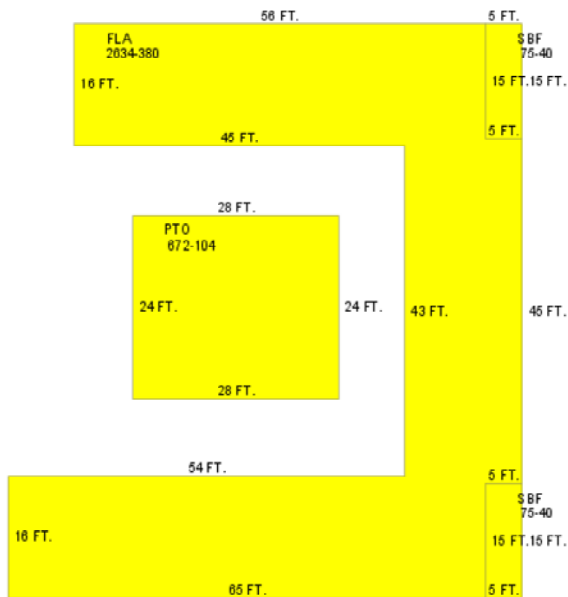
<b>Building Type</b>	<b>Condition A</b>	<b>Quality Grade</b> 350
<b>Effective Age</b> 20	<b>Perimeter</b> 380	<b>Depreciation %</b> 23
<b>Year Built</b> 1955	<b>Special Arch</b> 0	<b>Grnd Floor Area</b> 2,634
<b>Functional Obs</b> 0	<b>Economic Obs</b> 0	

Inclusions:

<b>Roof Type</b>	<b>Roof Cover</b>	<b>Foundation</b>
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	Intercom	0
7 Fix Bath	0	Fireplaces	0
Extra Fix	36	Dishwasher	0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA		1	1989					2,634

2	SBF	1	1989	75
3	SBF	1	1989	75
4	PTO	1	1990	672

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	817	HOTEL/MOTEL B	100	N	N

Exterior Wall:

Interior Finish Nbr	Type	Area %
253	MIN WOOD SIDING	12
254	C.B.S.	88

### Building 4 Details

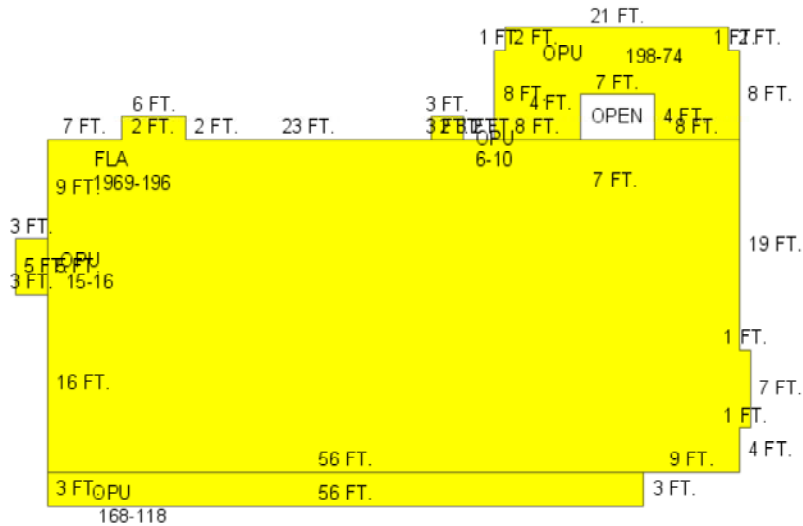
<b>Building Type</b>	<b>Condition A</b>	<b>Quality Grade</b> 350
<b>Effective Age</b> 28	<b>Perimeter</b> 196	<b>Depreciation %</b> 35
<b>Year Built</b> 1955	<b>Special Arch</b> 0	<b>Grnd Floor Area</b> 1,969
<b>Functional Obs</b> 0	<b>Economic Obs</b> 0	

Inclusions:

<b>Roof Type</b>	<b>Roof Cover</b>	<b>Foundation</b>
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	Intercom	0
7 Fix Bath	0	Fireplaces	0
Extra Fix	24	Dishwasher	0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic A/C	Basement %	Finished Basement %	Area
1	FLA		1	1989				1,969
2	OPU		1	1989				168
4	OPU		1	1989				15
5	OPU		1	1989				6
6	OPU		1	1989				198

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	820	HOTEL/MOTEL B	100	N	N

Exterior Wall:

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

### Building 5 Details

<b>Building Type</b>	<b>Condition E</b>	<b>Quality Grade</b> 450
<b>Effective Age</b> 13	<b>Perimeter</b> 1,856	<b>Depreciation %</b> 15
<b>Year Built</b> 1995	<b>Special Arch</b> 0	<b>Grnd Floor Area</b> 22,248
<b>Functional Obs</b> 0	<b>Economic Obs</b> 0	

Inclusions:

<b>Roof Type</b>	<b>Roof Cover</b>	<b>Foundation</b>
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	Intercom	0
7 Fix Bath	0	Fireplaces	0
Extra Fix	115	Dishwasher	0



**Sections:**

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
2	OPU		1	1995					102
4	OPF		1	1995					52
6	OPX		1	1995					48
7	OPX		1	1995					52
8	OPX		1	1995					48
9	FLA		1	1995					3,706
10	FLA		1	1995					2,898
11	OPX		1	1995					52
13	OPX		1	1995					48
15	OPX		1	1995					52
17	OPX		1	1995					48
18	OPX		1	1995					52
19	OPX		1	1995					48
20	OPF		1	1995					48
21	OPF		1	1995					52
22	OPF		1	1995					52
23	OPF		1	1995					48
24	OPF		1	1995					48
25	OPF		1	1995					52
26	OPF		1	1995					48
27	OPF		1	1995					400
28	OPF		1	1995					52
28	PTO		1	1995					1,114
30	OPF		1	1995					1,796
31	FLA		1	1995					950
32	FLA		1	1995					950
33	FLA		1	1995					7,144
34	FLA		1	1995					3,700
35	FLA		1	1995					2,900
36	OPF		1	1995					1,796
37	OPF		1	1995					500

**Interior Finish:**

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
		HOTEL/MOTEL B	100	N	Y
		OPEN STORAGE	100	N	N
		HOTEL/MOTEL B	100	N	Y
		HOTEL/MOTEL B	100	N	Y
		HOTEL/MOTEL C	100	N	Y
	833	HOTELS/MOTEL A	100	Y	Y
	834	HOTELS/MOTEL A	100	Y	Y

**Exterior Wall:**

Interior Finish Nbr	Type	Area %
256	CUSTOM	100



### Building 6 Details

Building Type  
Effective Age 13  
Year Built 1995  
Functional Obs 0

Condition E  
Perimeter 324  
Special Arch 0  
Economic Obs 0

Quality Grade 450  
Depreciation % 15  
Grnd Floor Area 2,683

**Inclusions:**

Roof Type  
Heat 1  
Heat Src 1

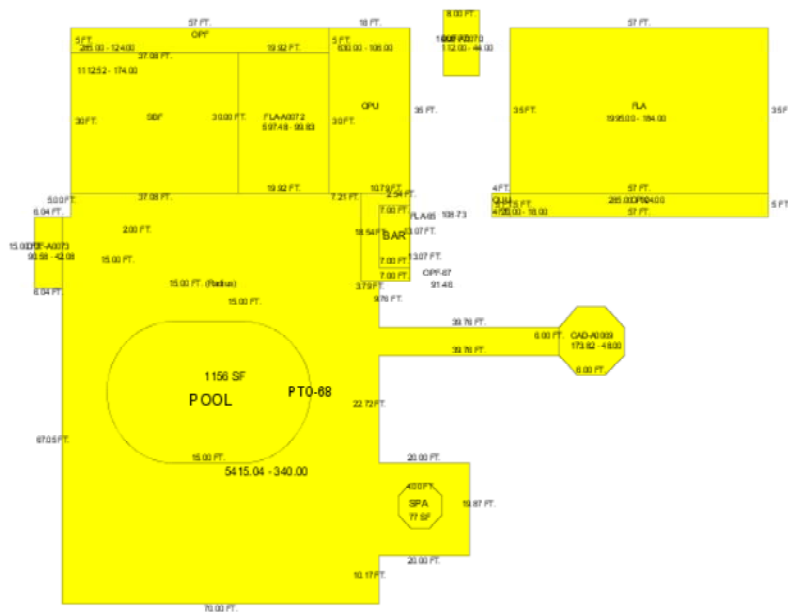
Roof Cover  
Heat 2  
Heat Src 2

Foundation  
Bedrooms 0

**Extra Features:**

2 Fix Bath 0  
3 Fix Bath 0  
4 Fix Bath 0  
5 Fix Bath 0  
6 Fix Bath 0  
7 Fix Bath 0  
Extra Fix 28

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



**Sections:**

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	SBF		1	1995					1,113
2	OPF		1	1995					285
3	OPU		1	1995					630
4	OPF		1	1995					108
5	FLA		1	1995					1,995
6	OPX		1	1995					285
7	OJU		1	1995					20
8	CAD		1	1995					174
9	PTO		1	1995					6,649
10	FLA		1	1995					91
11	DUF		1	1994					112
12	FLA		1	1994					597
13	DUF		1	1994					91

## Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
		NIGHT CLUBS, BARS C	100	N	N
		HOTEL/MOTEL B	100	N	N
	840	SBF	100	N	N
	844	HOTEL/MOTEL B	100	Y	Y

## Exterior Wall:

Interior Finish Nbr	Type	Area %
257	CUSTOM	100

## Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	SW2:SEAWALL	1,024 SF	256	4	1975	1976	3	60
2	DK4:WOOD DOCKS	716 SF	0	0	1975	1976	3	40
3	DK3:CONCRETE DOCK	484 SF	0	0	1975	1976	2	60
4	DK2:CON DKS/CONPIL	80 SF	0	0	1975	1976	1	60
5	PT3:PATIO	1,332 SF	0	0	1959	1960	1	50
6	UB3:LC UTIL BLDG	72 SF	0	0	1959	1960	1	30
7	FN2:FENCES	402 SF	0	0	1959	1960	3	30
8	TK2:TIKI	276 SF	23	12	1959	1960	4	40
9	AP2:ASPHALT PAVING	3,052 SF	0	0	1959	1960	2	25
10	PO6:COMM POOL	1,350 SF	30	45	1994	1995	1	50
13	FN2:FENCES	960 SF	0	0	1994	1995	2	30
15	PT3:PATIO	1,528 SF	0	0	1994	1995	2	50
16	SW2:SEAWALL	546 SF	182	3	1994	1995	1	60
17	DK3:CONCRETE DOCK	300 SF	0	0	1994	1995	4	60
18	AP2:ASPHALT PAVING	14,601 SF	0	0	1994	1995	2	25
19	AC2:WALL AIR COND	17 UT	0	0	1989	1990	1	20
20	RW2:RETAINING WALL	432 SF	0	0	1994	1995	3	50
21	UB2:UTILITY BLDG	120 SF	12	10	1994	1995	3	50
22	AP2:ASPHALT PAVING	1,980 SF	0	0	1994	1995	2	25
24	HT2:HOT TUB	2 UT	0	0	1995	1996	3	50

## Appraiser Notes

2010-07-21 CITY COMMISSION OF KW RESOLUTION #10-135 DATED 2010-04-07.BANANA BAY RESORT AND A PORTION OF THE FAIRFIELD INN EXISTING 76 UNITS CONSISTING OF 55 TRANSIENT UNITS WITH LICENSE, 1 MGRS UNIT AND 20 MARKET RATE RESIDENTIAL UNITS TO BE RE-DEVELOPED. THE NEW PROPERTY WILL TOTAL 56 UNITS CONSISTING OF 20 TOWNHOUSE RESIDENTIAL UNITS, 10 TOWNHOUSE TRANSIENT UNITS AND 26 AFFORDABLE WORK FORCE HOUSING. THE 39 TRANSIENTS WILL BE TRANSFERRED OFFSITE.DKRAUSE

14-1 ORIGINAL OVERRIDE VALUE WAS \$ 4,846,378

2003-01-10 - 50-MOTEL ROOMS BLDG. #1 = RECEPTION, GIFT SHOP #2 = BEHIND BLDG #1 #3 = COURTYARD SUITES, BEHIND BLDG #2 #4 = MARINA SUITES, BEHIND BLDG #3 #5 = 3 STRY BLDG ACROSS FROM MARINA SUITES #6 = CABANA SUITES 2 STRY BLDG NEXT TO POOL TPP ACCOUNT #8512741.

## Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
	9604177	10/01/1996	12/01/1996	500	Commercial	MECHANICAL

	9604232	10/01/1996	12/01/1996	74,420	Commercial	ROOF
1	9604233	10/01/1996	12/01/1996	108,406	Commercial	ROOF
2	9604008	10/01/1996	12/01/1996	48,000	Commercial	RENOVATIONS
3	9604068	10/01/1996	12/01/1996	3,250	Commercial	ELECTRICAL
4	9604254	10/01/1996	12/01/1996	6,000	Commercial	MECHANICAL
5	9604437	11/01/1996	12/01/1996	3,800	Commercial	PLUMBING
6	9604440	11/01/1996	12/01/1996	5,500	Commercial	PLUMBING
7	9604764	12/01/1996	11/01/1997	7,200	Commercial	POOL
8	9604840	12/01/1996	11/01/1997	6,000	Commercial	PLUMBING
9	9700257	02/01/1997	11/01/1997	9,500	Commercial	DOCK
10	9701191	04/01/1997	11/01/1997	1,000	Commercial	POOL REPAIRS
11	9703717	10/01/1997	11/01/1997	500	Commercial	PLUMBING
12	9904119	12/23/1999	08/04/2000	4,000	Commercial	RESURFACE DRIVEWAY & PARK
13	03-1238	04/08/2003	12/31/2003	750	Commercial	ERECT FENCE
14	07-3885	08/06/2007	08/06/2007	1,750	Commercial	emergency repair:install new 6" drain line foe lobby bldg.

## 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	4,630,189	149,953	4,702,614	4,818,906	4,123,188	0 4,818,906	
2013	4,727,031	153,167	5,434,989	3,748,353	3,748,353	0 3,748,353	
2012	4,741,868	156,483	6,559,527	4,147,919	4,147,919	0 4,147,919	
2011	4,818,266	160,534	6,559,527	3,965,760	3,965,760	0 3,965,760	
2010	4,919,354	164,287	2,768,224	3,948,047	3,948,047	0 3,948,047	
2009	5,044,173	169,807	3,985,964	5,049,832	5,049,832	0 5,049,832	
2008	5,044,173	175,184	5,694,233	9,655,420	9,655,420	0 9,655,420	
2007	4,084,643	148,036	5,694,233	11,359,317	11,359,317	0 11,359,317	
2006	4,091,633	145,404	5,879,029	4,028,051	4,028,051	0 4,028,051	
2005	4,162,706	149,692	4,308,529	4,359,195	4,359,195	0 4,359,195	
2004	4,134,202	175,869	4,546,178	4,168,519	4,168,519	0 4,168,519	
2003	4,066,873	180,840	2,393,633	3,750,000	3,750,000	0 3,750,000	
2002	4,066,978	185,869	1,853,708	3,867,826	3,867,826	0 3,867,826	
2001	4,066,978	190,965	723,244	3,867,826	3,867,826	0 3,867,826	
2000	4,066,978	110,767	1,092,800	3,867,826	3,867,826	0 3,867,826	
1999	4,313,613	114,054	1,092,800	3,292,010	3,292,010	0 3,292,010	
1998	2,876,596	117,220	1,092,800	3,082,687	3,082,687	0 3,082,687	
1997	2,876,596	120,536	1,092,800	2,885,116	2,885,116	0 2,885,116	
1996	2,602,992	117,178	1,092,800	2,884,694	2,884,694	0 2,884,694	
1995	277,442	8,829	1,092,800	760,488	760,488	0 760,488	
1994	379,644	9,058	1,092,800	733,732	733,732	0 733,732	
1993	379,644	9,290	926,884	589,184	589,184	0 589,184	
1992	379,644	9,431	926,884	589,184	589,184	0 589,184	
1991	379,644	9,660	926,884	589,184	589,184	0 589,184	
1990	379,644	10,006	812,674	589,184	589,184	0 589,184	
1989	255,729	10,262	801,784	589,184	589,184	0 589,184	

1988	199,132	8,997	546,004	584,697	584,697	0 584,697
1987	329,619	9,273	617,180	956,072	956,072	0 956,072
1986	114,334	1,013	45,600	160,947	160,947	0 160,947
1985	112,292	1,013	35,400	148,705	148,705	0 148,705
1984	110,276	1,013	35,400	131,262	131,262	0 131,262
1983	110,276	1,013	35,400	131,262	131,262	0 131,262
1982	105,498	1,013	35,400	141,911	141,911	0 141,911

## Parcel Sales History

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

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
9/8/2005	2151 / 1720	13,500,000	WD	M
5/1/1994	1307 / 1791	1,250,000	WD	O

This page has been visited 118,777 times.

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

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

## Property Record Card -

**Maps are now launching the new map application version.**

Alternate Key: **8849401** Parcel ID: **00002080-000100**

### Ownership Details

**Mailing Address:**

BANANA LLC  
1000 MARKET ST UNIT 300  
PORTSMOUTH, NH 03801-3399

### Property Details

**PC Code:** 94 - RIGHT OF WAY (ALL ROADS)

**Millage Group:** 10KW

**Affordable Housing:** No

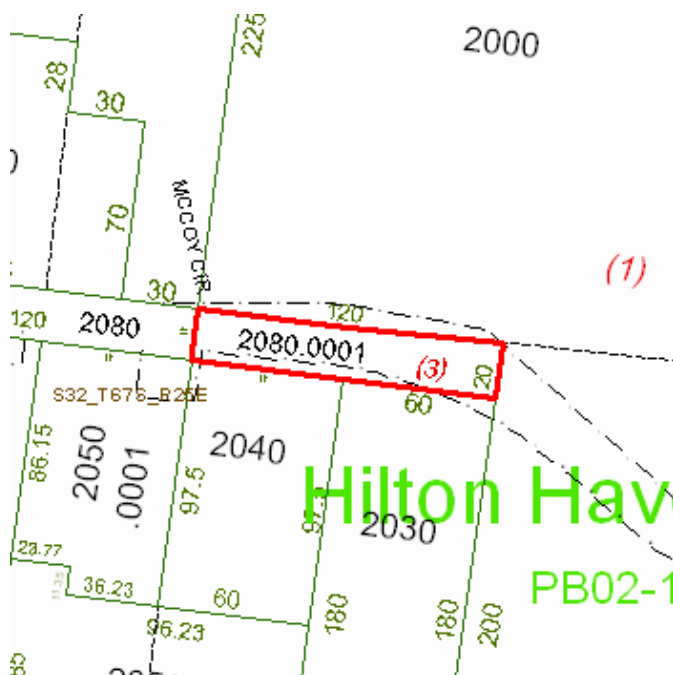
**Section-Township-Range:** 32-67-25

**Property Location:** HILTON HAVEN DR KEY WEST

**Subdivision:** Amended Plat of Hilton Haven Section No 1

**Legal Description:** AMENDED PLAT OF HILTON HAVEN SEC 1 PB2-108 (PART OF RESERVED PARCEL) OR1307-1794/96 OR1332-1287/1303-E(RES NO 94-484) OR2151-1720/22

**Click Map Image to open interactive viewer**



### Land Details



Land Use Code	Frontage	Depth	Land Area
000E - EASEMENT	0	0	1.00 LT

## Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	AP2:ASPHALT PAVING	2,400 SF	120	20	1994	1995	2	25

## Appraiser Notes

IN FRONT OF MCCOY HOUSE

## 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	0	1,920	50	1,970	1,970	0	1,970
2013	0	1,920	50	1,970	1,970	0	1,970
2012	0	1,920	50	1,970	1,970	0	1,970
2011	0	1,920	50	1,970	1,970	0	1,970
2010	0	1,920	50	1,970	1,970	0	1,970
2009	0	2,112	50	2,162	2,162	0	2,162
2008	0	2,304	50	2,354	2,354	0	2,354
2007	0	2,496	50	2,546	2,546	0	2,546
2006	0	2,688	25,000	27,688	27,688	0	27,688
2005	0	2,880	25,000	27,880	27,880	0	27,880
2004	0	3,072	250	3,322	3,322	0	3,322
2003	0	3,264	250	3,514	3,514	0	3,514
2002	0	3,456	250	3,706	3,706	0	3,706
2001	0	3,648	250	3,898	3,898	0	3,898
2000	0	2,112	250	2,362	2,362	0	2,362
1999	0	2,218	250	2,468	2,468	0	2,468
1998	0	2,323	250	2,573	2,573	0	2,573
1997	0	2,429	250	2,679	2,679	0	2,679
1996	0	2,534	250	2,784	2,784	0	2,784
1995	0	0	250	250	250	0	250
1994	0	0	250	250	250	0	250

## Parcel Sales History

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

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
9/8/2005	2151 / 1720	1	WD	M



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

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

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

## Property Record Card -

**Maps are now launching the new map application version.**

Alternate Key: **1002364** Parcel ID: **00002260-000000**

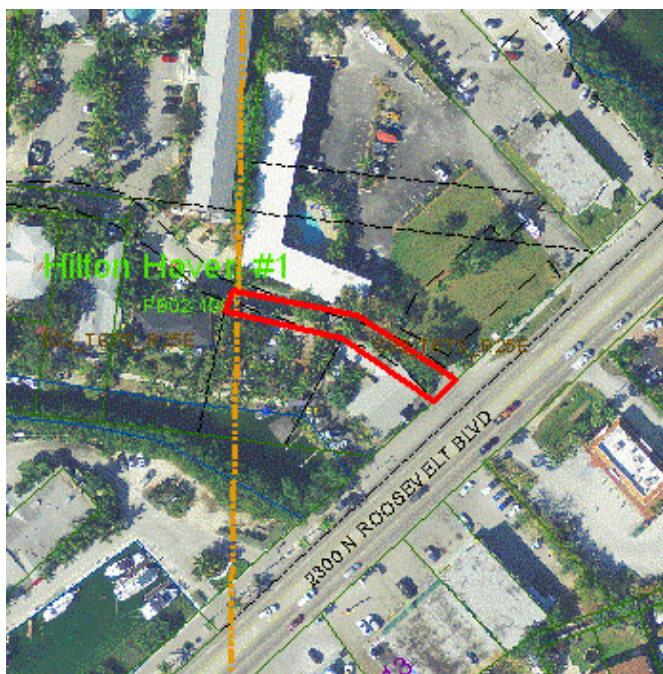
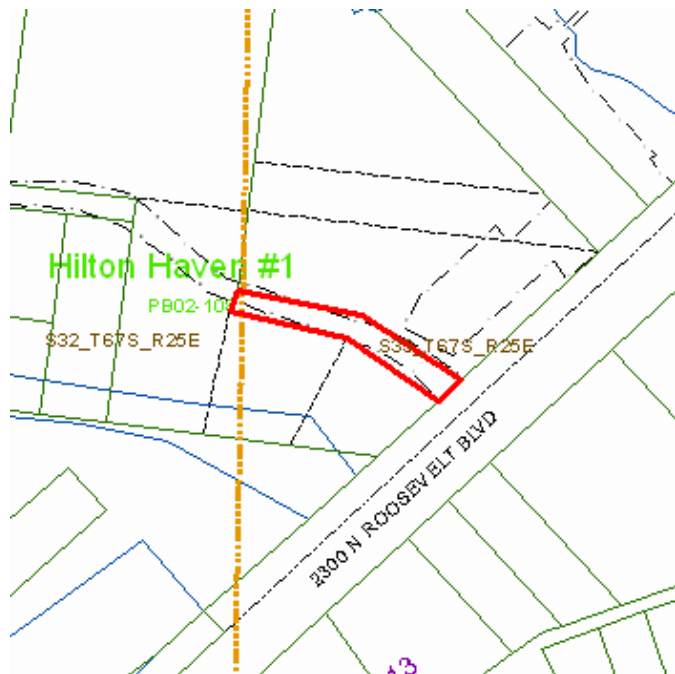
### Ownership Details

**Mailing Address:**  
BANANA LLC  
1000 MARKET ST UNIT 300  
PORTSMOUTH, NH 03801-3399

### Property Details

**PC Code:** 94 - RIGHT OF WAY (ALL ROADS)  
**Millage Group:** 10KW  
**Affordable Housing:** No  
**Section-Township-Range:** 33-67-25  
**Property Location:** 2319 N ROOSEVELT BLVD KEY WEST  
**Legal Description:** AMENDED PLAT OF HILTON HAVEN SEC 2 PB2-108 20 FEET PRIVATE DRIVE BOOK OF WILLS D-111/112 OR1220-2049/57PET/WILL PROB#92-189-CP-10 OR1255-770/772P/R OR1307-1794/96 OR1332-1287/1303-E(RES NO 94-484) OR2151-1720/22

[Click Map Image to open interactive viewer](#)



## Land Details

Land Use Code	Frontage	Depth	Land Area
000E - EASEMENT	0	0	1.00 LT

## Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	AP2:ASPHALT PAVING	10 SF	0	0	1994	1995	2	25

## 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	0	8	50	58	58	0	58
2013	0	8	50	58	58	0	58
2012	0	8	50	58	58	0	58
2011	0	8	50	58	58	0	58
2010	0	8	50	58	58	0	58
2009	0	9	50	59	59	0	59
2008	0	10	50	60	60	0	60
2007	0	10	50	60	60	0	60
2006	0	4,715	150,000	154,715	154,715	0	154,715
2005	0	5,052	150,000	155,052	155,052	0	155,052
2004	0	5,389	3,600	8,989	8,989	0	8,989
2003	0	5,726	3,600	9,326	9,326	0	9,326
2002	0	6,062	3,600	9,662	9,662	0	9,662
2001	0	6,399	3,600	9,999	9,999	0	9,999
2000	0	3,705	3,600	7,305	7,305	0	7,305
1999	0	3,890	3,600	7,490	7,490	0	7,490
1998	0	4,075	3,600	7,675	7,675	0	7,675
1997	0	4,261	3,600	7,861	7,861	0	7,861
1996	0	4,446	3,600	8,046	8,046	0	8,046
1995	0	0	3,600	3,600	3,600	0	3,600
1994	0	0	3,600	3,600	3,600	0	3,600
1993	0	0	3,600	3,600	3,600	0	3,600
1992	0	0	3,600	3,600	3,600	0	3,600
1991	0	0	3,600	3,600	3,600	0	3,600
1990	0	0	3,600	3,600	3,600	0	3,600
1989	0	0	3,600	3,600	3,600	0	3,600
1988	0	0	3,600	3,600	3,600	0	3,600
1987	0	0	1,095	1,095	1,095	0	1,095
1986	0	0	1,095	1,095	1,095	0	1,095
1985	0	0	1,190	1,190	1,190	0	1,190
1984	0	0	1,190	1,190	1,190	0	1,190
1983	0	0	1,190	1,190	1,190	0	1,190
1982	0	0	1,190	1,190	1,190	0	1,190



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