



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

To: Chairman and Planning Board Members

From: Nicole Malo, Planner

Meeting Date: March 27, 2012

Agenda Item: **Development Agreement - 1000 Atlantic Boulevard, Higgs Beach Park (RE#00058800-000000, 00058790-000100, 00058790-000000) - A Development Agreement for Monroe County for the redevelopment of Higgs Beach pursuant to Section 90-676 of the Land Development Regulations of the Code of Ordinances of the City of Key West.**

Request: A Development Agreement for a Master Plan for the redevelopment Higgs Beach Park, pursuant to Chapter 90, Article IX, Development Agreements.

Applicant: Monroe County Board of County Commissioners

Property Owner: Monroe County

Location: 1000 Atlantic Boulevard, Higgs Beach Park
RE#00058800-000000, 00058790-000100, 00058790-000000

Zoning: Public Service and Semi-public Service (PS) zoning district

Background

The City's Land Development Regulations allow the City Commission, at its sole discretion, to enter into Development Agreements with property owners. On January 4, 2012 the City Commission indicated its interest in entering into a Development Agreement with Monroe County Board of County Commissioners for the redevelopment of Higgs Beach Park approved through Resolution 12-018. Subsequently staff began review of a draft Agreement with the applicant which was modified in response to staff and legal comments made over a several month period. The draft Development Agreement is before the Planning Board for the city's first public hearing required under the code, prior to transmittal to the City Commission for the second required public hearing.

The Higgs Beach Park Master Plan proposal is for the redevelopment of county property located within the city in order to promote safety, enhance public facilities and improve recreational areas within the City. The Master Plan was recommended for approval by the Planning Board with nine conditions at a public meeting held October 20, 2011, via Resolution 2011-049. The Master Plan envisions multi-phase construction to be completed as grant money becomes available. The Development Agreement will allow the Master Plan to remain active for the maximum time allowed by Code; although, additional time may be required to complete the project. Please see the Staff Report prepared for the evaluation of the Master Plan and Resolution 2011-049, attached herein.

This Development Agreement between the City and County will grant the developer the right to:

1. Extend the timeframe for Development Plan implementation to ten years pursuant to City Code Section 90-684; and
2. Partner with the City as necessary when seeking grants or other funding sources for the implementation of the Master Plan; and
3. Allow Administrative Modifications to the Master Plan that may exceed the scope of a Minor Deviation as described in City Code Section 108-91, in order to permit changes that improve the safety and public health of the park users, which may be required due to technical or engineering considerations; and
4. Insure that the approved Master Plan is exempt from future changes to the City Code or Comprehensive Plan that would require redesign of approved elements during the term of this Agreement; and
5. Exempt the County from fees for this Development Agreement during the entire term of this Agreement including, but not be limited to, application fees, permit fees, and impact fees; and
6. Establish the responsibility of financing the completion of the roadway realignment plan, as shown on the approved Master Plan, through grant funding. The County is responsible for securing funding and the City shall provide as needed assistance. If the funding does not materialize the County staff and the City staff shall meet and make recommendations to their respective Boards to determine how to facilitate the completion of the roadway realignment plan; and
7. Requires that a development phasing schedule be submitted to the City Planner for review prior to the beginning of each construction phase.

Given the site size and reliance upon public and grant funding for the Park development to serve both the citizens of Key West and its visitors, it appears appropriate to grant a Development Agreement. The Agreement gives the City a mechanism with which to control the timing and phasing of the development. While the Development Agreement

process is not appropriate for every project, it is suitable for projects of this nature which allow a longer period of time for initiation and phasing of the project.

The Land Development Regulations acknowledge the findings of the state legislature that enable Development Agreements under Florida Statute, as follows (see Section 90-676):

(1) The lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning.

(2) Assurance to a developer that, upon receipt of a development permit, the applicant may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in ensuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning and reduces the economic costs of development.

(3) The comprehensive planning process should be furthered by authorizing local governments to enter into development agreements with developers. The intent is to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

Based upon the legislative direction and allowance the Development Agreement offers an opportunity for the applicant to extend the Maser Plan approval as long as a ten year period, as well as an opportunity for the City to ensure that public priorities are clearly addressed by the proposed project. The balance of benefits for all parties is an important consideration as the draft agreement is reviewed by the Planning Board.

Previous City Actions

October 20, 2011	Planning Board recommends approval of the Major Development Plan and Conditional Use Application (per Resolution 2011-049)
January 4, 2012	Request for permission to enter into a Development Agreement with the City (per Resolution 12-018)
TBD	City Commission review of Major Development Plan and Development Agreement

Proposed Development Agreement

The City's Land Development Regulations set forth criteria for the contents of a Development Agreement. The specific criteria, as well as the location of the information within the Development Agreement, are addressed below.

Development Agreement Review Criteria (Section 90-682)

(a) Any development agreement approved under this article shall contain not less than the following requirements as provided in F.S. § 163.3227:

(1) A legal description of the land subject to the development agreement and the identification of all persons having legal or equitable ownership therein.

A legal description is included under the chapter entitled Higgs Beach Legal Description (Page 5), and attached as *Exhibit A* that also includes identification of the owners through the Monroe County Property Appraisers Record Card.

(2) The duration of the development agreement, which duration shall not exceed five years, but which may be extended by mutual consent of the city and the developer. Any request for an extension shall be subject to the public hearing process necessary for the initial approval of the development agreement.

The proposed duration of the agreement is ten years, per Terms of Agreement, Section 2, Duration and Renewal (Page 5).

(3) The development uses permitted on the land, including population densities, building intensities and building heights.

The development plan does not propose to change the existing permitted uses on the land and density is not applicable to this development plan. The proposed uses are described in Terms of Agreement, Section (D), Development Plan (Sub-section 3), New Development Plan (Master Plan) (Sub-section 5), Population Density, Building Intensity and Height (Sub-section 6). Additional information regarding Development Uses and Intensity is covered under *Exhibit D- Traffic Impact Analysis, Proposed Development and Concurrency Analysis*.

(4) All documents required to comply with criteria cited in the land development regulations applicable to the subject project.

The criteria for compliance cited in the Land Development Regulations are found in, Terms of Agreement: Section 4, New Development Plan (Master Plan); Section 5, Population Densities, Building Intensities and Height; Section 6, Set Backs and Floor Elevations; Section 9, Storm Water Runoff; Section 10, Parking; Section 11, Additional Redevelopment Terms: a. Energy Conservation, b. Landscaping, c. Schools and Affordable Housing, d. Access to Historic Sites (pages 5-9); Section 15, Required Permits and Approvals; Section 15, Finding of Consistency; and Section E. Local Laws and Policies Governing Agreement (Page 10).

(5) A description of the public facilities that will service the development, including designation of the entity that will be providing such facilities. Additionally, if new

facilities are needed to serve the project, the date by which such facilities will be constructed shall be provided. A schedule to ensure that public facilities shall be available concurrent with the impacts of the development shall also be provided. Such schedule, relating the provision of public facilities or services to events or thresholds in the development, may be substituted for the certain dates required under this subsection.

Public facilities which will service the development can be found under Purpose of Agreement (6) (Page 4); Terms of Agreement, Section 8, Public Facilities and Utilities, Section 9, Stormwater Runoff (Page 7). In addition, the applicant has included a chapter on Concurrency Analysis, see *Exhibit D* which covers: Traffic Impacts; Potable Water and Sanitary Sewer, Recreation, Solid Waste and Drainage.

(6) The applicant may be required to provide for a performance bond, letter of credit, or similar instrument, to be deposited with the city, to secure the construction of any new facilities that are required to be constructed as part of the proposed development agreement. Alternatively, such construction may be a condition precedent to the issuance of any building permits or other development permissions. If the new public facilities are in place and operating at the time development permits are requested, no such performance bond or letter of credit shall be necessary unless such facilities are not adequate for the project.

Not applicable. A concurrency analysis has determined that facilities will be available at the time of development.

(7) A description of any reservation or dedication of land for public purposes. The development agreement shall provide specifically how all impact fees and other funding requirements for the project are to be met.

The agreement is for the dedication of the land for a public park.

(8) If land is to be conveyed to the city in discharge of the obligation of any impact fee or other similar obligation, the development agreement shall provide that such conveyance will be by warranty deed and will be accompanied by an environmental audit and a title insurance policy which shall be in an amount not less than the assessed value of the land. The applicant shall bear the cost of these requirements.

Not applicable.

(9) A description of all development permits approved or needed to be approved for the development of the land, which description shall specifically include but not be limited to the following:

a. Any required comprehensive plan amendments or rezonings.

Not applicable.

b. Any required submissions to or approvals from the county; the South Florida Regional Planning Council; the state departments of community affairs (DCA), environmental protection (DEP), transportation (DOT), health and rehabilitative services (DHRS); the United State Army Corps of Engineers; the South Florida Water Management District; the United States Environmental Protection Agency; or any other departments with competent jurisdiction over any aspect of the proposed development.

A description of potential required permits and approvals for the developemnt are outlined under Terms of Agreement, Section 15, Required Permits and Approvals (Page 9).

c. If development requirements are not satisfied, action in reliance on the development agreement or expenditures in pursuance of its terms shall not vest any development rights to the applicant/property owner. Failure to perform as specified in the development agreement shall not constitute partial performance and shall not entitle the applicant or property owner to a continuation of the development agreement.

These terms are addressed under the Terms of Agreement, Section 2, Duration (Page 5), Section 7, Phasing (Page 6), Section 12, Agreement Between City and County Regarding Grant Funding (Page 8), Section 13, Approval of Minor Modifications (Page 8); and Section F, Breech of Agreement and Cure Provisions (Page 10).

(10) A specific finding in the development agreement that the development permitted or proposed is consistent with the city's comprehensive plan and with the land development regulations. However, if amendments are required to the comprehensive plan or land development regulations, such amendments shall be specifically identified in the development agreement, and the agreement shall be contingent upon those amendments being made and approved by the appropriate governmental agencies.

The department finds that the Development Agreement is consistent with the city's Comprehensive Plan and Land Development Regulations in the Terms of Agreement, Section 17, Finding of Consistency (Page 9). No amendments to the Comprehensive Plan or regulations are required as part of this agreement.

(11) The city commission may provide for any conditions, terms, restrictions or other requirements determined to be reasonably necessary for the public health, safety or welfare of city residents and property owners.

October 20, 2012 the Planning Board recommended for approval the Development Plan with nine (9) conditions that shall be heard by the City Commission in conjunction with this Development Agreement. Planning Board conditions are as follows:

1. City Commission approval of the Intergovernmental Agreement
2. Staff approval of a composting facility is required by the City's Planning and Engineering Departments. Operations maintenance of the composting center shall be provided by the County and will remain in its adjacent location as proposed on the site plans.

3. The recycling center shall be screened from view by a fence and vegetation approved by the City's Urban Forester.
4. The applicant is responsible for designing and submitting a Signage Plan that is compatible with Section 108-285 of the Code to the Planning Department for approval before implementation.
5. Construction on the site including the development of Nature Visitors Center is required to be consistent with Chapter 255.2575(2). Florida Statutes which requires compliance with an accepted third party environmental standard (see Attachment for the full language of the relevant section of the statute).
6. Lighting shall be designed to "Dark Sky" lighting standards and shall meet energy efficiency standards established by an accepted third party environmental standard consistent with F.S Chapter 255.2575(2).
7. Tree Commission approval is required for each phase of the removal/relocation and replacement of the Landscape Plan.
8. The wetland areas of the Whistling Duck Pond and the F.A.A Tower are required to be noted on the Landscape Plan. An upland/wetland jurisdictional line needs to be set for the area and work within the area requires environmental permitting and possible mitigation.
9. Revise design of scooter and bicycle parking areas to separate uses and add additional bollards or bicycle friendly parking areas throughout the park.

(12) A statement indicating that failure of the development agreement to address a particular permit, condition, term or restriction shall not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.

This particular statement can be found under the Terms of Agreement, Section 18, Compliance with Permits, Terms, Conditions and Restrictions Not Identified (Page 10), for addressing this issue.

(13) At the city commission's discretion, the development agreement may provide that the entire development, or any phase thereof, be commenced or completed within a specific period of time.

The proposed duration of the agreement is ten years, per Terms of Agreement, Section 2, Duration/ Renewal (Page 5). No timeline is proposed for construction to begin due to the need for grant funding and public dollars to begin construction, see Terms of Agreement, Section 7, Phasing (Page 6),

(b) At such time as the city administrative official has reduced the terms of the proposed development agreement to written contractual form, the administrative official shall transmit such development agreement to the planning board and the city commission with a written recommendation from the development review committee.

This report responds to this requirement.

(c) Prior to the first public hearing, the proposed development agreement shall have been reviewed by the planning board, and its recommendation along with the development review committee's recommendation shall be provided to the city commission.

This report and scheduled public meeting with the Planning Board responds to this requirement.

RECOMMENDATION

The Planning Department, based on the criteria established by the Comprehensive Plan and the Land Development Regulations, recommends the request for a Development Agreement be **approved**.

DRC Minutes and Comments

**Minutes of the Development Review Committee of the City of Key West
February 23, 2012**

Approved – March 22, 2012

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	<p>There were no additional Committee member comments for the record.</p> <p>Public Comments: There were no public comments.</p>
7	<p>Development Agreement -1000 Atlantic Boulevard, Higgs Beach Park (RE#00058800-000000, 00058790-000100, 00058790-000000)- A Development Agreement for Monroe County for the redevelopment of Higgs Beach pursuant to Section 90-676 of the Land Development Regulations of the Code of Ordinances of the City of Key West.</p> <p>Staff Report: Nicole Malo presented the development agreement for the redevelopment of Higgs Beach and explained the process. Ms. Malo stated that on January 3, 2012, the City Commission authorized the County to proceed with the creation of a Development Agreement for Higgs Beach: and on January 19, 2012, the County Commission agreed to submit to the City this Development Agreement. Ms. Malo stated that the Key West City Commission and the Monroe County Board of County Commissioners find that entering into this Development Agreement furthers the purposes, goal, objectives, and policies of their respective Comprehensive Plans. Mr. Craig added that to clarify this is a development agreement for the park and that this agreement is for a longer period than what we are use to seeing. This longer timeframe will allow the County to develop, as funds are made available.</p> <p>Applicant: Natileene Cassel, Monroe County Asst. County Attorney and Barbara Mitchell of Mitchell Planning and Design, presented the plan for the development. Ms. Cassell stated that County has acquired FDOT enhancement funds and the road study will be taking place this year. Ms. Cassell stated that they are not planning to discuss the design plan today. Ms. Cassel and Ms. Mitchell stated that they look forward to working with the City Staff.</p> <p>DRC Member Comments: General Services/Engineering Director – Ms. Ignoffo asked if we are locked in to the design. Ms. Ignoffo stated that her concern is what will be the City’s responsibilities and obligations as part of the plan. Planning Director – Mr. Craig stated Ms. Malo has all the Planning comments. Mr. Craig suggested at least one additional meeting of the Staffs prior to moving to the next step. Keys Energy – Ms. Bennett read the comments from Matthew Alfonso of Keys Energy submitted by into the record - <i>"Keys Energy has reviewed the above site plans. Keys will need to remove and/or relocate high voltage primary to accommodate the shift in the road. Keys has power running to West Martello Towers and the existing restaurant that will need to be maintained. Keys will also need to have truck access to all poles. If this design is approved, Keys will require 8 to 12 months for budgeting and designing of this project."</i></p> <p>There were no additional Committee member comments for the record.</p> <p>Public Comments: There were no public comments.</p>
Adjournment	

Public Notices
(radius map & mailing list)

Public Meeting Notice

The Key West Planning Board will hold a public hearing at 6:00 p.m., March 27, 2012 at Old City Hall, 510 Greene Street, Key West, Florida, (Behind Sloppy Joe's Bar). The purpose of the hearing will be to consider a request for:

Development Agreement - 1000 Atlantic Boulevard, Higgs Beach Park (RE# 00058800-000000, 00058790-000100, 00058790-000000) - A Development Agreement with Monroe County for the redevelopment of Higgs Beach Park pursuant to Section 90-676 of the Land Development Regulations of the Code of Ordinances of the City of Key West.

If you wish to see the application or have any questions, you may visit the Planning Department during regular office hours at 3140 Flagler Avenue call 809-3720 or visit our website at www.keywestcity.com.

YOU ARE WITHIN 500 FEET OF THE SUBJECT PROPERTY

The City of Key West Planning Board will be holding a Public Hearing:

Request: Development Agreement - 1000 Atlantic Boulevard, Higgs Beach Park (RE# 00058800-000000, 00058790-000100, 00058790-000000) - A Development Agreement with Monroe County for the redevelopment of Higgs Beach Park pursuant to Section 90-676 of the Land Development Regulations of the Code of Ordinances of the City of Key West.

Applicant:	Board of County Commissioners	Owner:	Monroe County
Project Location:	1000 Atlantic Boulevard	Date of Hearing:	Tuesday, March 27, 2012
Time of Hearing:	6:00 PM	Location of Hearing:	Old City Hall, 510 Greene City Commission Chambers

Interested parties may appear at the public hearing(s) and be heard with respect to the applications. Packets can be viewed online at www.keywestcity.com. Click on City Board & Committee Agendas. A copy of the corresponding application is available from the City of Key West Planning Department located at 3140 Flagler Avenue, Key West, Florida, Monday through Friday between the hours of 8:00 am and 5:00 pm.

Please provide written comments to the Planning Department, PO Box 1409, Key West, FL 33041-1409 , by FAX (305) 809-3978 or by email to Carlene Smith at cesmith@keywestcity.com .

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Planning Commission or the City Commission with respect to any matter considered at such hearing or meeting, one will need a record of the proceedings and for such purpose that person may need to ensure that a verbatim record of the proceedings is made; such record includes the testimony and evidence upon which the appeal is to be based.

ADA Assistance: It is the policy of the City of Key West to comply with all requirements of the Americans with Disabilities Act (ADA). Please call the TTY number at 305-809-1000 or the ADA Coordinator at 305-809-3951 at least five business days in advance for sign language interpreters, assistive listening devices, or materials in accessible format.

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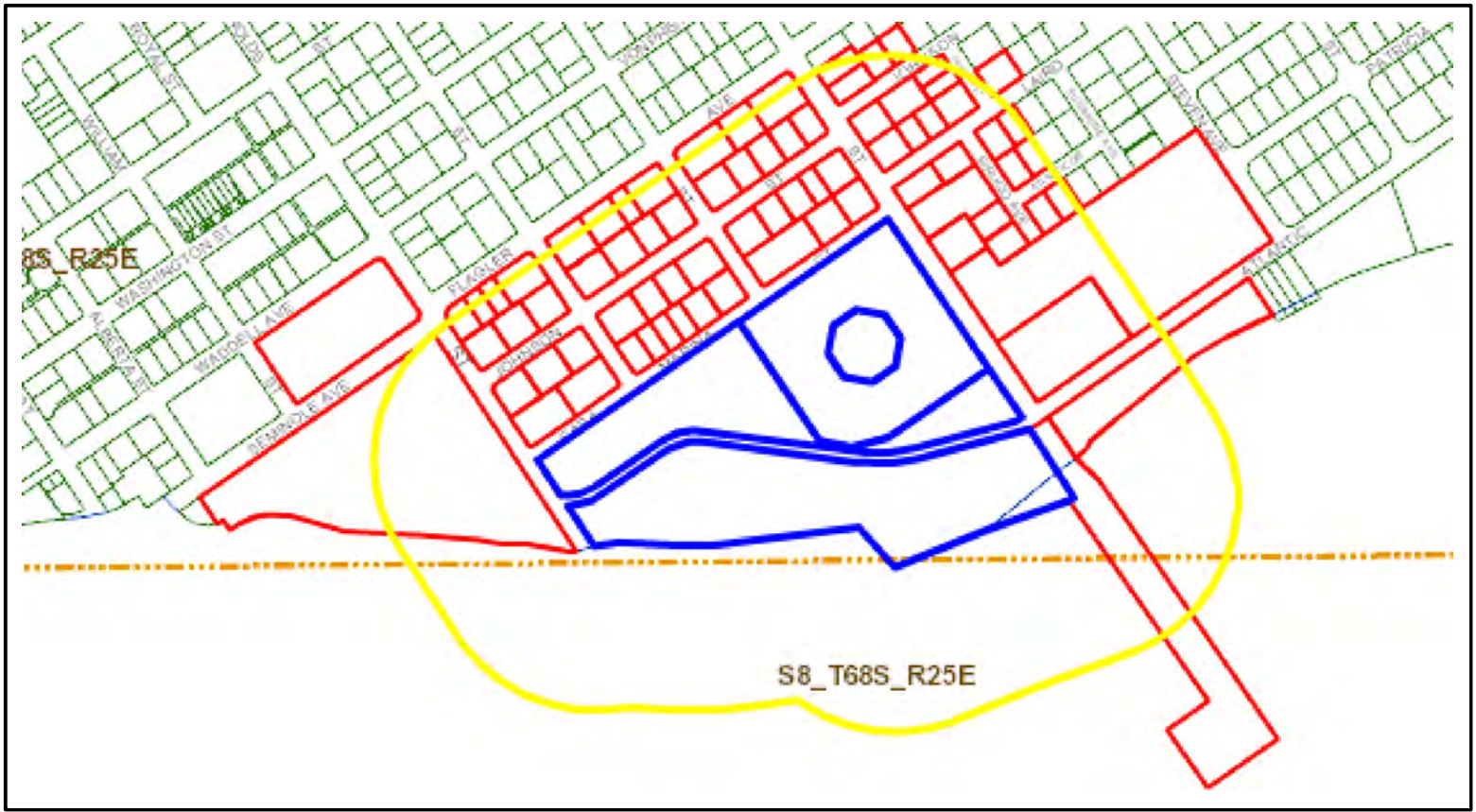
Applicant:	Board of County Commissioners	Owner:	Monroe County
Project Location:	1000 Atlantic Boulevard	Date of Hearing:	Tuesday, March 27, 2012
Time of Hearing:	6:00 PM	Location of Hearing:	Old City Hall, 510 Greene City Commission Chambers

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Printed: Mar 14, 2012

Monroe County, Florida Higgs Beach Park 500' Radius

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



NAME	ADDRESS	UNIT	CITY	STATE	ZIP	COUNTRY
1 1304-1306 ATLANTIC DRIVE CONDOMINIUM	1304-1306 ATLANTIC DR		KEY WEST	FL	33040	
2 EMMONS ROGER G LIV TR 8/20/2003	1131 JOHNSON ST		KEY WEST	FL	33040	
3 BEHMKE MICHAEL R AND MEGAN K	201 FRONT ST	STE 101	KEY WEST	FL	33040	
4 WRIGHT WILLIAM C LIV TR	6385 SAW MILL RD		PIPERSVILLE	PA	18947-9775	
5 KAUFELT DAVID A AND LYNN H	900 FLAGLER AVE		KEY WEST	FL	33040	
6 KRAUSE H PETER	1023 JOHNSON ST		KEY WEST	FL	33040	
7 GROSSMAN LYNN REV TR10/29/1996	P O BOX 6104		KEY WEST	FL	33041	
8 ROSEBERRY DAVID L	9239 SUNNYBROOK LN		DALLAS	TX	75220-3949	
9 MCCOOK ANNETTE M	1019 CASA MARINA CT		KEY WEST	FL	33040	
10 HASKINS LINDA DE LONG L/E	908 FLAGLER AVE		KEY WEST	FL	33040-4744	
11 HENRY KENT JOHN	1022 FLAGLER AVE		KEY WEST	FL	33040	
12 HAMMOND JOHN B AND KAREN B	2200 LAKE ANGELUS SHRS		LAKE ANGELUS	MI	48326-1042	
13 BLUME JUDY	1100 FLAGLER AVE		KEY WEST	FL	33040	
14 HALTERMAN JERRY L	1025 CASA MARINA CT		KEY WEST	FL	33040-4873	
15 CRETARA ELIZABETH	1505 WHITE ST		KEY WEST	FL	33040	
16 BUCKHEIM RICHARD A	900 JOHNSON ST		KEY WEST	FL	33040	
17 GOODRICH ADRIAN I AND TERRI A	PO BOX 1269		KEY WEST	FL	33041	
18 SHULTZ SANDY W AND SHELLEY L	1021 JOHNSON ST		KEY WEST	FL	33040-4825	
19 PERRY NICOLE HAWES QP RESIDENCE TRUST 6/22/2011	PO BOX 426		UPPERVILLE	VA	20185-0426	
20 REIMER TIMOTHY S	500 SOUTH 33RD ST		WEST DES MOINI IA		50265	
21 EVANS PEYTON BIBB	1507 GRINNELL ST		KEY WEST	FL	33040-4823	
22 SEMICH J WILLIAM	915 JOHNSON ST		KEY WEST	FL	33040-4745	
23 RICHARDS P BARTON AND M CATHRYN	21218 SAINT ANDREWS BLVD STE 636		BOCA RATON	FL	33433-2435	
24 DIBERT SUSANNE K AND SAMUEL C	13716 WINTERBERRY RDG		MIDLOTHIAN	VA	23112-4949	
25 DICK HOWARD M &	160 EAST 84TH STREET		NEW YORK	NY	10028	
26 COBO JOHNSON STREET LLC	1501 FLORIDA ST		KEY WEST	FL	33040	
27 MONROE COUNTY	500 WHITEHEAD ST		KEY WEST	FL	33040	
28 JOHNSON FAMILY TRUST 08/20/1993	4677 HAMMOCK CIR		DELRAY BEACH	FL	33445-5318	
29 ASELIN LINDA K	1500 WHITE ST		KEY WEST	FL	33040-4836	
30 MONSON WARREN A AND SUSAN M	1119 JOHNSON ST		KEY WEST	FL	33040	
31 EVANS JOHN D REVOCABLE TRUST AGREE DTD 7/22/88	1617 WHITE ST		KEY WEST	FL	33040	
32 RETTENWANDER KIMBERLY ANN	1531 WHITE ST		KEY WEST	FL	33040-4851	
33 JACK WHITFIELD JR	1209 LAIRD STREET		KEY WEST	FL	33040	
34 BURNHAM JEFFREY P	2038 SARANAC AVE		LAKE PLACID	NY	12946	

NAME	ADDRESS	UNIT	CITY	STATE	ZIP	COUNTRY
35 BLUM CYNTHIA	1111 JOHNSON ST		KEY WEST	FL	33040	
36 WOLKOWSKY DAVID W LIV TR	PO BOX 1429		KEY WEST	FL	33041-1429	
37 BAER ALEXANDER C	3908 N CHARLES ST	APT 1303	BALTIMORE	MD	21218	
38 COKER FITZ LEE H REV TR 12/6/2004	6533 JACKSON CREEK RD		BOZEMAN	MT	59715	
39 COLLIGAN JAMES J	1101 CASA MARINA CT		KEY WEST	FL	33040-4838	
40 HELLIESEN DOUGLAS A AND CAROLYN C	1221 LAIRD ST		KEY WEST	FL	33040	
41 WILSON CHARLOTTE M	1007 CASA MARINA CT		KEY WEST	FL	33040	
42 LUJAN LAUREN L	903 CASA MARINA CT		KEY WEST	FL	33040	
43 MERRITT HAROLD J II	1301 ATLANTIC DR		KEY WEST	FL	33040	
44 ARTMAN NORMAN D REV TR DTD 09/13/05	3720 DUCK AVE		KEY WEST	FL	33040	
45 MERRITT HAROLD J	1301 ATLANTIC DR		KEY WEST	FL	33040	
46 TRAMMELL JANE W TRUST 7/15/1992	901 JOHNSON ST		KEY WEST	FL	33040	
47 SNELGROVE SIDNEY CAUGHMAN AND DEBORAH ANN MA	1210 JOHNSON STREET		KEY WEST	FL	33040	
48 GARCIA AISHA MARIEL	707 SOUTH ST		KEY WEST	FL	33040-4720	
49 WOODWARD ROBERT G AND ELIZABETH A	1000 JOHNSON ST		KEY WEST	FL	33040	
50 STEARNS JEAN	1015 CASA MARINA CT		KEY WEST	FL	33040	
51 UNITED STATES OF AMERICA	1100 BLK CASA MARINA CT		KEY WEST	FL	33040	
52 1304 ATLANTIC DRIVE LLC	522 SOUTHARD ST		KEY WEST	FL	33040	
53 1304-1306 LAIRD STREET CONDOMINIUM	1304-1306 LAIRD ST		KEY WEST	FL	33040	
54 BURNHAM JEFFREY SELF EMP RETIRE PLAN	14 EAGLES NEST		LAKE PLACID	NY	12946	
55 BURNHAM JEFFREY AND CAROL	14 EAGLES NEST		LAKE PLACID	NY	12946	
56 EVANS JOHN D TRUST DTD 7/22/1988	1617 WHITE ST		KEY WEST	FL	33040	
57 ALEA DAVID J AND ELAINE R	1025 JOHNSON ST		KEY WEST	FL	33040	
58 SHEPANZYK DEREK AND KRISTINA	410 CANADA ST		LAKE GEORGE	NY	12845-1129	
59 SMATHERS BEACH CORPORATION	8405 112TH ST	APT 106	SEMINOLE	FL	33772-4217	
60 BRIMBERRY WILL	921 ROLFE PL		ALEXANDRIA	VA	22314-1383	
61 BUERGER THOMAS S	2020 12TH ST NW	UNIT 809	WASHINGTON	DC	20009	
62 PERRY NICOLE HAWES LIV TR 2/1/1996	PO BOX 426		UPPERVILLE	VA	20185-0426	
63 CARTER LAWRENCE	PO BOX 906		KEY WEST	FL	33040	
64 HATCH RICHARD W III	1701 WHITE ST		KEY WEST	FL	33040	
65 HOWARD JEANNE NAVARRO	1100 JOHNSON STREET		KEY WEST	FL	33040	
66 TAYLOR RICHARD B AND RHONDA S	150 E PONCE DE LEON AVE STE 120		DECATUR	GA	30030-2553	
67 REUT SUSAN	10150 BELLE RIVE BLVD UNIT 1407		JACKSONVILLE	FL	32256-9591	
68 SCHMITT THOMAS R	929 N ASTOR ST UNIT 1008		MILWAUKEE	WI	53202-3484	

NAME	ADDRESS	UNIT	CITY	STATE	ZIP	COUNTRY
69 BOYER INVESTMENTS LLC	906 17TH TER		KEY WEST	FL	33040	
70 MIN KHIN MICHAEL	1624 SIRUGO AVE		KEY WEST	FL	33040-5041	
71 FLOYD JULIE ANN	PO BOX 5294		KEY WEST	FL	33045-5294	
72 CASA MARINA OWNER LLC	811 SEMINOLE ST		KEY WEST	FL	33040	
73 NICOWSKI HENRY AND JANICE B REV LIV TR 5/4/2004	1003 CASA MARINA CT		KEY WEST	FL	33040	
74 SCHMIDA WALTER G REV TR AGR 5/29/1998	1522 GEORGIA ST		KEY WEST	FL	33040	
75 SLAVEN JAMES ANDREW	21127 SHURLEY DR		GROSSE ILE	MI	48138	
76 TOLER CAMILLE R	1626 SIRUGO AVE		KEY WEST	FL	33040	
77 ROBINSON NIKKI SOLITA	1012 JOHNSON ST		KEY WEST	FL	33040	
78 ATWELL WILLIAM B AND MARY DIANNE	1203 JOHNSON ST		KEY WEST	FL	33040	