

**Major Development
and
Conditional Use
Application
for**

**Keys Energy Services
1001 James Street**



May 1, 2014

Submitted by:

Bert L. Bender

Bender & Associates ARCHITECTS p.a.

410 Angela Street □ Key West, FL 33040 305/296-1347



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



Development Plan & Conditional Use Application

Applications will not be accepted unless complete

Development Plan

Major
Minor

Conditional Use

Historic District

Yes
No

Please print or type:

- 1) Site Address 1001 James Street
- 2) Name of Applicant B.L. Bender Associates Architects, P.A.
- 3) Applicant is: Owner Authorized Representative
(attached Authorization and Verification Forms must be completed)
- 4) Address of Applicant 410 Angela Street
Key West FL 33040
- 5) Applicant's Phone # 305 296 1347 Email blbender@bellsouth.net
- 6) Email Address: blbender@bellsouth.net
- 7) Name of Owner, if different than above Utility Board of the City of Key West
- 8) Address of Owner 1001 James Street
- 9) Owner Phone # 305-295-1013 Email jack.wetzler@keysenergy.com
- 10) Zoning District of Parcel HRCC-2 RE# 00001700-000000
- 11) Is Subject Property located within the Historic District? Yes No
If Yes: Date of approval _____ HARC approval # _____
OR: Date of meeting _____
- 12) Description of Proposed Development and Use. Please be specific, list existing and proposed buildings and uses, number of dwelling units, parking, restaurant seats, vehicles proposed, etc. If there is more than one use, describe in detail the nature of each use (Give concise description here and use a separate sheet if necessary).

Renovation of non-contributing office structure.
No change in use.

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

If Yes: Date of approval _____ Resolution # _____

Attach resolution(s).

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

Yes X No _____

If Yes, describe and attach relevant documents.

Easement documentation has been included in the application.

- 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.

City of Key West
Planning Department



Verification Form
(Where Authorized Representative is an entity)

I, Bert Bender, in my capacity as President
(print name) (print position; president, managing member)

of Bender & Associates Architects, P.A.
(print name of entity serving as Authorized Representative)

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

1001 James Street
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.

[Handwritten Signature]
Signature of Authorized Representative

Subscribed and sworn to (or affirmed) before me on this 29th day of April 2014 by
date

Bert Bender
Name of Authorized Representative

He/She is personally known to me or has presented [redacted] as identification.

[Handwritten Signature]
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, Jack Wetzler as
Please Print Name of person with authority to execute documents on behalf of entity

Assistant General Manager of Utility Board of the City of Key West, Florida
Name of office (President, Managing Member) *Name of owner from deed*

authorize Bender & Associates Architects Bert Bender, Haven Burkee and/or 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.

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

Subscribed and sworn to (or affirmed) before me on this 04/25/2014 by
date

Jack Wetzler
Name of Authorized Representative

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

Edee Gates-Delph
Notary's Signature and Seal

Edee Gates-Delph
Name of Acknowledger typed, printed or stamped



FF 25885
Commission Number, if any

Project Analysis

Keys Energy Services, 1001 James Street

The following is an analysis of applicable Major Development, Conditional Use, and Landscape Waiver criteria on behalf of the Utility Board of the City of Key West for the proposed redevelopment of the non-contributing Keys Energy Services office structure located at 1001 James Street.

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 driveways

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

Sec. 108-226. Scope.

The following is an analysis of the proposed sustainable redevelopment of the non-contributing Keys Energy Services office structure located at 1001 James Street, including applications for Major Development Plan, Conditional Use, and Landscape Waiver. The renovated building shall be retained for use by Keys Energy Services as an office facility. No change or expansion of use is contemplated by this application.

Existing and proposed development is depicted on attached surveys and plans prepared by licensed architects, engineers and associated professionals as delineated on the cover sheet of plans herewith.

Sec. 108-229. Project description.

The existing three story Keys Energy Services office structure located at 1001 James Street currently accommodates 65 employees. Major Development and Conditional Use approval are required for the proposed renovations to the structure, based on size and scope. The proposed renovations reflect flood proofing of the building to meet current FEMA compliance standards, a reduction in floor area through the removal of additions made to the building after it was originally constructed, improvements in site access, location of parking, landscaping, ADA accessibility and a restored façade. Currently exposed air handling units will be concealed from view.

The parcel size, shape, proposed access, internal circulation, and urban design enhancements will continue to accommodate the existing scale and intensity of the conditional use requested. Proposed infrastructure, including improved stormwater management and site plan improvements are designed to mitigate and/or reduce non-compliant aspects of the existing facility. The application is consistent with the comprehensive plan future land use plan, future land use map, and the intent of the HRCC-2/Key West Bight District.

This application specifically excludes the accessory structures as depicted on the site plan. There is a separate application for Major Development and Conditional Use approval for the off-site placement of temporary office trailers to be used by Keys Energy Services employees during renovations.

Site Data	Code	Existing	Proposed	Compliance
Zoning		HRCC-2	HRCC-2	Yes
Flood Zone	AE 7'	6' ABV/MSL	2' Commercial Floodproofing	Yes

FAR	50%	Exceeds 50%		Reduced, no variance required
Height	35'	44'4"	No change	No variance required
Open Space:	20%	.14%	Increased	No variance required
Landscape: Total Area	See Attached Landscape Plans		Increased	Waiver Required
Buffer	"B"		Increased	Waiver Required
Max Building Coverage	50%		Reduced to 13,066 sf	Yes
Impervious Surface	60%	Exceeds 60%	93.88 %	Reduced, no variance required
Min Lot Size	5,000 sf	34,605 sf		Yes
Setbacks: Front	10'	13'5"	No change	Yes
Side Street	7'6"	0'7"	No change	No variance required
Side	5'	56' 10"	No change	Yes
Rear	15'	68'8"	No change	Yes
Parking: Auto	65		31 + 50 leased spaces at garage	Yes
Bike	16		17 + 5 scooter	Yes

- (1) The proposed stages of development are fully described in the schedule provided by Biltmore Construction.
- (2) The target date for commencement shall follow entitlement approvals as quickly as possible.
- (3) Anticipated date of completion is December, 2015.
- (4) The proposed Development Plan is included herewith.
- (5) The application proposes to sustainably renovate the existing Keys Energy Services office building for continued use.
- (6) This project is not a planned unit development.

- (7) The project will comply with federal flood insurance requirements by application of flood proofing approved for commercial structures, and is located in an "AE" 7 zone.
- (8) The project is not located in an environmentally sensitive area and improved 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 has commenced and will occur throughout the Development Review process of the City of Key West with all applicable local, regional and State agencies.

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

- (1) Potable water supply

Based on the City of Key West adopted levels of service, the Potable Water demand conversion of school facility to office is not anticipated to change the level of service demand.

The potable water demand is based on gross site area is estimated to be 513 gal/day. (650 x .79 acres)

- (2) Wastewater management

Based on the City of Key West adopted levels of service, wastewater flow generated by the renovated office space is not anticipated to change the level of service demand.

The wastewater flow based on gross site area is anticipated to be 524 gal/day (660 x .79 acres)

- (3) Water quality

No adverse impacts to water quality are anticipated before, during, or after construction. The site is not adjacent to any open bodies of water.

(4) Stormwater

Stormwater management will be improved pursuant to best management practices and in compliance with the City's Land Development regulations (see attached drainage plans)

(5) Solid waste

Construction debris generated by the project will be handled by a licensed waste hauler. Based on the City of Key West adopted levels of service, solid waste generated by the continued use by Keys Energy Services is not anticipated to change the level of service demand.

Estimated impact is 414 lbs per day
(6.37 lb/per capita/per day x 65 employees)

(6) Roadways

The proposed redevelopment will result in approximately 30,000 square feet of office space. The space will offer up to 65 work stations for Keys Energy Services employees. Improved vehicular access and circulation to the site will be provided by driveways located on James and Grinnell Streets. The surrounding roadway system currently operates at an acceptable Level of Service, and is anticipated to do so when the project is complete, and open in 2015. (No traffic study was required for this application.)

(7) Recreation

The City of Key West's adopted level of service for recreational infrastructure is not impacted.

(8) Fire protection

Fire hydrant locations will be confirmed per DRC direction or as otherwise required by the Fire Department.

(9) Reclaimed water system

Reclaimed water use is not proposed in this application.

(10)Other public facilities

It is anticipated that there will be no adverse impact on public facilities

Sec. 108-234. Appearance, design and compatibility.

The development plan satisfies criteria established in chapter 102; articles III, IV and V of this chapter; section 108-956; and article II of chapter 110 in the following manner:

Chapter 102

The property is located in the Historic Residential Commercial Core (HRCC-2) Land Use District and is subject to the following criteria:

Sec. 102-2. Protection of historic resources.

Prior to obtaining building permits, the proposed project shall comply with the city's historic architectural review commission's Design Guidelines in Key West's Historic District, as well as the U.S. Secretary of the Interior's Standards for Rehabilitation.

Sec. 102-6. Other regulations applicable to all development proposed.

Coordination with the Historic Planner of the City of Key West commenced prior to award of contract and is ongoing.

Sec. 102-7. Mitigation plan required.

No mitigation plan has been contemplated, as the building was listed as non-contributing on the last survey approved by the City Commission.

Sec. 102-152. Requirements for permits.

A Certificate of Appropriateness shall be obtained prior to the commencement of any work.

Sec. 102-153. Issuance of certificates of compliance.

A Certificate of Compliance shall be obtained prior to the issuance of a certificate of occupancy.

Sec. 102-281. Guidelines for rehabilitation or relocation of designated historic structure; mitigation plan for relocation, demolition or rehabilitation of historic structure.

N/A

Sec. 102-282. Outdoor display of goods.

N/A this application does not propose any outdoor display of goods or services

Sec. 102-283. – 102-285. Handicapped accessibility—Generally.

The plans submitted with the Development Plan and Conditional Use application address Code compliant handicapped access to the building, restroom, and parking facilities.

Chapter 108, Articles III, IV and V:

The project conforms to the requirements of the articles as demonstrated by the site plan, and site data calculations. Further,

Sec. 108-956. Potable water and wastewater.

- (1) The site currently has access to potable water.
- (2) The site currently has access to the City wastewater disposal system.

Sec. 108-957. Conservation of potable water supply.

The city shall assist in regulating development for purposes of complying with policies of the South Florida Water Management District directed toward conservation of potable water supply and to achieve a reduction in the current rates of water consumption. Therefore, development plans shall be required to comply with the following potable water supply performance criteria:

- (1) Nonpotable alternative sources of irrigation water may be considered to augment potable water supplies for irrigation needs.
- (2) Water-saving plumbing fixtures are proposed.
- (3) To reduce demand for irrigation water, the proposed landscaping material reflects adaptation to soil and climatic conditions existing on the subject site with native plantings.

CHAPTER 110, ARTICLE II:

Sec. 110-28. General requirements within archaeological areas.

N/A No excavations are contemplated with this application.

Chapter 114 SIGNS

ARTICLE II. REGULATIONS

DIVISION 3. HISTORIC DISTRICTS

Consideration for signage is being deferred to a later date.

Sec. 108-235. Site location and character of use.

- (a) *Compliance.* This development plan complies with the requirements set forth in the Key West City Code as they pertain to Concurrency Management, Outdoor Displays and Nuisances, Resource Protection, Signs, and Articles I and III to IX of Chapter 108 of the Key West City Code, Chapter 110, and Chapter 114.
- (b) A vicinity map has been provided.
- (c) *Land use compatibility.*

The property is located in the Historic Residential Commercial Core Land Use District (HRCC-2). Renovation has been deemed a major development based on size and scope, requiring conditional use consideration for use as a utility office. Adjacent land uses are zoned Historic Medium Density Residential (HMDR) (Grinnell Street, James Street, Caroline Street) comprised of a mixture of commercial and industrial uses as well as single and multi-family homes, a parking structure and ferry terminal. The corner of James and Grinnell Streets abuts property zoned Historic Neighborhood Commercial I (HNC-1), with a bar/restaurant, parking structure and residential structure. The front of the building faces residential structures on James Street; the rear of the building faces multi-family structures. No impact upon the unincorporated part of the county is contemplated by this development. The site is currently served by city bus, and pedestrian sidewalks.

- (d) *Historic and archeological resource protection.*

Review of the project's impact on historic resources continues in open dialogue with city officials. Coordination with the City Historic Planner has been ongoing. Review by the Historical Architectural Review Commission is contemplated after Development Review Committee and Planning Board review.

- e) *Subdivision of land.* No subdivision of land is contemplated with this application.

Sec. 108-278. Appearance of site and structures.

The accompanying development plans have been coordinated for the purpose of creating a pleasing and overall harmonious environment. Building materials, landscaping, lighting and other building and site improvements were considered in the context of Sections 108-279 through 108-288 and shall be commensurate with the objectives of the subject use. Impacts on surrounding properties were evaluated.

Sec. 108-279. Location and screening of mechanical equipment, utility hardware and waste storage areas.

The location and screening of mechanical equipment, recycling and waste storage areas have been designed so as to minimize impact on surrounding properties.

Sec. 108-280. Front-end loaded refuse container location requirements.

- (a) No refuse container is located in any required parking space or vehicular use area or in any required bufferyard or landscaping area.
- (b) Service access is provided.
- (c) No obstructions are noted.
- (d) Container pads are provided.
- (e) Screening is provided.

Sec. 108-282. Utility lines.

New utility service lines are not contemplated by this application.

Sec. 108-283. Commercial and manufacturing activities conducted in enclosed buildings.

N/A

Sec. 108-284. Exterior lighting.

All proposed lighting shall be shielded and lighting sources shall be arranged to eliminate glare from roadways and streets and shall direct light away from properties lying outside the development. Shielding of lighting elements shall be accomplished by using directional fixtures or opaque shades.

Sec. 108-285. Signs.

No signs are contemplated with this application.

Sec. 108-286. Pedestrian sidewalks.

Parking lot access and contemplated sidewalk improvements will be compatible with the Caroline Street Corridor Urban Design Plan.

Sec. 108-288. Storage areas.

No exterior storage is proposed with this application.

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 development plan exceed minimum submittal requirements.

Sec. 108-239. Site amenities.

- (a) *Generally.* 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.

Sec. 108-240. Site survey.

The submitted applications include site surveys prepared by a certified land surveyor.

. Sec. 108-241. Soil survey.

N/A

ARTICLE III. ENVIRONMENTAL RESOURCES

The site plans included for development approval demonstrate erosion control and landscape protection measures as required by **Sections 110-123** and **110-124**.

ARTICLE IV. COASTAL RESOURCES

N/A

ARTICLE V. WILDLIFE HABITAT PRESERVATION AND PROTECTION OF FLORA AND FAUNA

Sec. 110-221. Scope.

- (a) No threatened or endangered species have been identified as inhabitants of the project site.

ARTICLE VII. FLOODPLAIN PROTECTION

Sec. 110-463. Objectives.

The proposed development minimizes the potential for property damage by taking measures to flood proof the building to contemporary commercial standards as identified by the Federal Emergency Management Agency (FEMA), while maintaining reasonable use of the land and existing structure. Stormwater facility improvements have been provided.

Sec. 110-467. FEMA and wildlife service endangered species requirements.

N/A The Species Assessment Guides provided by Fish and Wildlife Services (FWS) dated May 20, 2012, and adopted by the City of Key West, do not identify the project site as suitable habitat for any threatened or endangered species.

ARTICLE VIII. WELLFIELD PROTECTION

Sec. 110-494

N/A

Sec. 108-242. Environmentally sensitive areas.

This project has not been determined to be located in an environmentally sensitive area. It is located in an "AE7" flood zone. The property has been used as an utility for x years. .

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:

(c) Landscaping Plan

(d) Irrigation Plan

ARTICLE V. OPEN SPACE, SCREENING AND BUFFERS

Sec. 108-346. Open space, landscaping and removal of exotic vegetation.

The application for development approval is unable to meet or exceed all of the standards required for bufferyards, parking lot landscaping, screening and open space. The site has been developed, with minimal open space, for many years. A landscape plan illustrating installations to the maximum extent practicable, has been provided. Landscape waivers are requested.

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

The submitted development plans satisfy on- and off-site vehicular and bicycle circulation, and parking requirements of articles IV and VII of Chapter 108.

Development plans illustrate location, dimensions and typical construction specifications for:

- (1) Existing and proposed driveways, approaches and curb cuts are illustrated on the site plan;
- (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, bicycle, and scooter off-street parking spaces have been provided. A copy of the parking garage lease back of 50 spaces has been provided.
- (5) Bicycle ways as well as pedestrian ways and other pedestrian use areas;
- (6) Typical cross sections, by type of improvement;
- (7) Traffic control devices;
- (8) Proposed parking surface material, pavement markings, and other related improvements; and
- (9) Dedicated easements including cross easements, indicating their purpose, design, location, alignment, dimensions, and maintenance responsibilities.

ARTICLE VIII. STORMWATER AND SURFACE WATER MANAGEMENT

Sec. 108-711. Applicability.

Stormwater and surface water management plans have been submitted compliance with the requirements of Article VII of Chapter 108.

Sec. 108-245. Housing.

N/A

Sec. 108-246. Economic resources.

- (a) The project site has functioned as a municipal utility site. No change in function is contemplated by this application. Keys Energy Services will generate no ad valorem taxes.
- (b) The current estimate for construction and related costs is calculated to be 5.2 million dollars.
- (c) It is estimated that 65 employees will use the renovated facilities.

Sec. 108-247. Special considerations.

- (a) The relationship of the proposed development to city land use plans, objectives and policies is described herein.
- (b) The proposed use has an adjacent relationship to the Key West Bight/Caroline Street Corridor.
- (c) The proposed development does not impact the unincorporated portion of the county.
- (d) The proposed development does not front a shoreline.
- (e) The proposed development is serviced by existing City bus routes.
- (f) The proposed development incorporates design features that will be utilized to reduce energy consumption.
- (g) There are plans to commercially flood proof the existing building. The proposed development is located in an AE 7' flood zone.
- (h) No recreational facilities are contemplated by this application. The development has an adjacent relationship with the Key West Bight/Caroline Street Corridor.
- (i) Coordination with applicable local, regional, state and federal agencies is ongoing and proof is required prior to obtaining building permits and/or

applicable certificates of occupancy.

- (j) The development will not impact any known wetland community or submerged land.

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

A copy of the construction management plan as developed by Biltmore Construction has been included with the development application submittal; specific detail is forthcoming in the 60% construction drawings.

ARTICLE IV. TRAFFIC IMPACTS

Sec. 108-317. Internal circulation system design and access/egress considerations.

- (a) Driveways, curb cuts, aisles, bicycle ways, pedestrian ways, and areas for parking and internal circulation of vehicles, bicycles, and pedestrians have been designed to provide for safe and convenient circulation within the site and for access from and onto adjoining streets. Fire and emergency vehicle traffic requirements have been addressed.

ARTICLE VII. OFF-STREET PARKING AND LOADING

Sec. 108-572. Schedule of off-street parking requirements by use generally.

31 parking spaces have been provided on-site, with an additional 50 spaces located in the adjacent parking structure. 17 bicycle spaces and 5 scooter spaces have been provided.

DIVISION 8. - ART IN PUBLIC PLACES BOARD

Sec. 2-487. Funding of art in new construction and major renovation projects.

- (a) One percent of the construction costs as specified in subsections (b) and (c) of this section shall be set aside for the acquisition, administration, commission, installation and maintenance of works of art to be placed on the site of said construction or renovation.

A calculation for the 1% is pending, as is the distribution thereof.

Doc# 1485973 12/22/2004 4:25PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

PREPARED BY AND
RETURN TO:
Daniel L. DeCubellis, Esq.
DECUBELLIS & MEEKS, P.A.
P.O. Box 4976
Orlando, FL 32802-4976

DEED DOC STAMP CL: FP \$0.70

Doc# 1485973
Bk# 2069 Pg# 438

31
**DECLARATION AND AGREEMENT
FOR CROSS ACCESS, DRAINAGE & UTILITY EASEMENTS**

This Declaration and Agreement (the "Agreement") is made as of the 20th day of December, 2004 by and between THE UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA D/B/A KEYS ENERGY SERVICES ("KEYS"), and STEAMPLANT CONDOMINIUMS, LLC (the "Market Rate Units' Developer"), and OLD TOWN KEY WEST DEVELOPMENT, LLC (the "Affordable Housing Units' Developer"). The Market Rate Units' Developer and the Affordable Housing Units' Developer may be collectively referred to herein as the "Developer").

"Party" or "Parties" as used herein shall mean KEYS, the Market Rate Units' Developer and the Affordable Housing Units' Developer, or their respective successors and/or assigns.

BACKGROUND

KEYS is the owner of certain real property located in Monroe County, Florida as more particularly described on attached Exhibit "A" (hereinafter referred to as the "Property"). The decommissioned Steam Plant Building (the "Building") also owned by KEYS is located on the Property. The Property is being redeveloped by the Developer into residential uses consisting of: (i) up to 19 market rate luxury residential condominium units in the Building ("Market Rate Units"), identified herein as "Parcel A" and more particularly described on Exhibit "B" attached hereto; and (ii) three groups of multi-family housing containing a total of 38-46 affordable residential units located on the property adjacent to the Building, ("Affordable Housing Units"), identified herein as "Parcel B" and more particularly described on Exhibit "C" attached hereto. Parcel A and Parcel B may be referred to herein as the "Parcels".

KEYS is also the owner of certain real property adjacent to the Property which is used as a substation and related facilities (the "Substation Parcel") and is shown on Exhibit "D" attached hereto and certain real property adjacent to the Property which is used as a parking lot by KEYS (the "Parking Parcel") and is shown on Exhibit "E" attached hereto. Parcel A, Parcel B, the Substation Parcel and the Parking Parcel are shown on the proposed Site Plan attached hereto as Exhibit "F" (the "Site Plan"). KEYS shall be the exclusive provider of electric power service to the Property during the term of the Leases and shall require access to the Substation Parcel to facilitate, in part, such service to Parcel A and Parcel B. In addition, KEYS has and will retain power lines across the Property to and from the Substation Parcel.

KEYS entered into a long-term lease with the Market Rate Units' Developer for the lease of the property for the Market Rate Units and a long-term lease with the Affordable Housing Units' Developer for the lease of the property for the Affordable Housing Units (the "Leases"). The Substation Parcel and the Parking Parcel are not included in the Leases. It is contemplated

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DESK COPY

that the Lease for the Market Rate Units will be assigned by the Market Rate Units' Developer in the future to the condominium association formed to govern the Market Rate Unit owners.

To facilitate the proper use and development of the Property, KEYS, the Market Rate Units' Developer and the Affordable Housing Units' Developer seek to establish the easements described herein and/or as depicted on the Site Plan. Due to their nature, not all the easements granted hereby are fully described as of the date of this Easement.

The easements created by this Agreement are:

A. Perpetual, non-exclusive Ingress/Egress Easement across the Parking Parcel for the benefit of Parcel A and Parcel B.

B. Perpetual, non-exclusive Cross Access Easements across Parcel A and Parcel B to facilitate access across the Property.

C. Perpetual, non-exclusive Utility Easements on Parcel A and Parcel B to permit the installation, operation, maintenance, repair, relocation and removal of sewers, water and gas mains, electric power lines, telephone lines and other utility lines to serve the Parcels.

D. Perpetual non-exclusive Cross Drainage Easements on Parcel A and Parcel B to permit the installation and maintenance of drainage facilities to drain water from the Parcels and the Substation Parcel to the Drainage Retention Area located on Parcel A as shown on the Site Plan.

E. A perpetual non-exclusive Property Drainage Easement on Parcel A and Parcel B to permit Parcel A and Parcel B to drain water into the Drainage Retention Area on the Property.

F. A perpetual non-exclusive Access Easement for the benefit of KEYS in and over the Property to permit access to and maintenance of the Substation Parcel and to the utility lines serving Parcel A and Parcel B.

G. A perpetual non-exclusive Utility Easement across the Property for the benefit of KEYS to permit the installation, operation, maintenance, repair, relocation and removal of any type of utility improvement used by KEYS in its operations.

TERMS

1. Background. The statements contained in the Background portion of this Agreement are true and correct and are incorporated herein.

2. Ingress/Egress Easement. KEYS hereby declares, gives, grants and creates for the benefit of Parcel A and Parcel B, the owners thereof and their successors in interest, devisees and assigns of the owners of such Parcels as it may be from time to time, for their benefit as well as for the benefit of each of their respective tenants, employees, agents, customers and invitees, a perpetual non-exclusive ingress and egress easement across the Parking Parcel in the area as shown on Exhibit "G" attached hereto, to facilitate access from Grinnell Street to Parcels A and B. In no event will this easement encroach on any buildings, areas designated for waste

containers, parking, motor vehicle fuel dispensing facilities or any other permanent improvement and shall be limited to those areas designated for motor vehicle traffic shown on Exhibit "G". No parking shall be permitted within the easement area. The Developer shall be solely responsible for the cost of repairing and maintaining the Ingress/Egress Easement area, any contrary provisions of Paragraph 11 below notwithstanding.

3. Cross Access Easements. KEYS, the Market Rate Units' Developer and the Affordable Housing Units' Developer hereby declare, give, grant and create for the benefit of KEYS, Parcel A, Parcel B, and the Substation Parcel, the owners thereof and their successors in interest, devisees and assigns of the owners of such Parcels as it may be from time to time, for their benefit as well as for the benefit of each of their respective tenants, employees, agents, customers and invitees a perpetual non-exclusive easement and right of use appurtenant to and for the benefit of each Parcel and the Substation Parcel, to and from adjacent public roads in and over the paved portions of the Property for the purpose of pedestrian and vehicular ingress, egress, passage, delivery and installation, construction, repair or maintenance of utilities servicing each Parcel and the Substation Parcel. In no event will the easement encroach on any buildings, areas designated for waste containers, or other similar areas regardless of which such improvements are constructed so long as reasonable access to Parcel A and Parcel B and the adjacent public roads is provided as set forth herein. Such rights are, however, limited to purposes connected with or incidental to the use or development of Parcels A, B or the Property. No Party shall alter the location of the curb cuts or roadways on its Parcel which unreasonably interferes with access by the Substation Parcel to Parcel A, Parcel B and the adjacent public roads.

4. Utility Easements. KEYS, the Market Rate Units' Developer and the Affordable Housing Units' Developer hereby declare, give, grant and create for the benefit of KEYS, Parcel A, Parcel B, and the Substation Parcel, the owners thereof and their successors in interest, devisees and assigns of the owners of such Parcels and the Substation Parcel as it may be from time to time, for their benefit as well as for the benefit of each of their respective tenants, employees, agents, customers and invitees a perpetual non-exclusive easement and right of use appurtenant to and for the benefit of each Parcel and the Substation Parcel in, to, over, under and across Parcel A and Parcel B for the installation, operation, maintenance, repair, relocation and removal of sewers, water and gas mains, electric power lines, telephone lines, and other utility lines ("Utility Lines") to serve the Parcels and the Substation Parcel, including, without limitation, the right to install and maintain manholes, meters, pipelines, valves, hydrants, sprinkler controls, conduits, sewage facilities and all related facilities in a manner which does not interfere with any building use or operation.

5. Drainage Easements. KEYS, the Market Rate Units' Developer and the Affordable Housing Units' Developer hereby declare, give, grant and create for the benefit of KEYS, Parcel A, Parcel B, and the Substation Parcel, the owners thereof and their successors in interest, devisees and assigns of the owners of such Parcels as it may be from time to time, for their benefit as well as for the benefit of each of their respective tenants, employees, agents, customers and invitees, a perpetual non-exclusive easement in, across, under and upon the Property for installation and maintenance of drainage facilities, to drain water from Parcel A and Parcel B into the Drainage Retention Area shown on Exhibit "H" attached hereto. Such rights are, however, limited to purposes connected with or incidental to the use or development of the Parcels or the Substation Parcel. In no event will the easement encroach on any buildings, areas

designated for waste containers, or other similar areas regardless of which such improvements are constructed. Such rights are, however, limited to purposes connected with or incidental to the use or development of Parcels A, B or the Property. The Parties shall not materially alter the location, quality or quantity of drainage without the written consent of the other, which consent shall not be withheld unreasonably.

6. Drainage Retention Area. KEYS, the Market Rate Units' Developer and the Affordable Housing Units' Developer hereby declare, give, grant and create for the benefit of KEYS, Parcel A, Parcel B, and the Substation Parcel, the owners thereof and their successors in interest, devisees and assigns of the owners of such Parcels as it may be from time to time, for their benefit as well as for the benefit of each of their respective tenants, employees, agents, customers and invitees a perpetual non-exclusive Drainage Retention Area easement in and over the Property for the purpose of permitting Parcel A, Parcel B and the Substation Parcel to drain water into the Drainage Retention Area shown on Exhibit "H" attached hereto. All such drainage rights are, however, limited to purposes connected with or incidental to use or development of the Property and the Substation Parcel.

7. Access Easement. KEYS reserves to itself and the Market Rate Units' Developer and the Affordable Housing Units' Developer hereby declare, give, grant and create for the benefit of KEYS and the owner of the Substation Parcel, and their successors in interest, devisees and assigns of the owners of such Substation Parcel as it may be from time to time, for their benefit as well as for the benefit of each of their respective tenants, employees, agents, and invitees, a perpetual non-exclusive easement in and over the Property for access to the Substation Parcel and to access the Utility Lines, which may serve Parcel A and Parcel B for the installation, operation, maintenance, repair, relocation and removal of electric or other utility lines or equipment used by KEYS in its operations.. KEYS and/or the owner of the Substation Parcel shall have the right to enter upon Parcel A and Parcel B, or any portion thereof, at a reasonable time and in a reasonable manner, to access the Substation Parcel and the Utility Lines as set forth herein.

8. Utility Easement for benefit of KEYS. KEYS reserves to itself and the Market Rate Units' Developer and the Affordable Housing Units' Developer hereby declare, give, grant and create for the benefit of KEYS, and its successors in interest, devisees and assigns as it may be from time to time, for its benefit as well as for the benefit of each of its respective tenants, employees, agents, customers and invitees, a perpetual non-exclusive easement, and right of use appurtenant to, in, under and over the Property for the installation, operation, maintenance, repair, relocation and removal of electric or other utility lines or equipment used by KEYS in its operations. KEYS will use the Property in a manner which does not interfere with any building use or the operation of the Property except in emergency situations.

9. Easement Descriptions. KEYS and the Developer acknowledge that the easements granted herein and as shown on the attached exhibits, are subject to the approval of the appropriate governmental authorities or as finally designated on the site plan. The parties and any subsequent owner(s) of the Parcels shall agree that, upon approval of the site plan and the easements granted herein, said parties shall cooperate to amend this Agreement to provide for more definite legal descriptions of the easement areas, if requested by KEYS, the Developer or any owner. The easements described herein may have more than one use and there may be more than one easement purpose within the same geographic area.

10. Maintenance. The cost of maintenance and repair of facilities in the Easement Areas shall be paid as follows:

(a) The minimum standard of maintenance for each Parcel shall be comparable to that followed in other first class residential developments of comparable size in the Monroe County Area and shall include, but not be limited to, the following:

- (i) Maintain, repair and resurface all drive and parking areas, to keep the same in a smooth and evenly covered condition and periodically sweep, clean and restripe the same. Such activities shall, to the extent possible, be scheduled to not unreasonably interfere with the use and enjoyment of the Property. The obligations of the Market Rate Units' Developer" and the Affordable Housing Units' Developer regarding the Parking Parcel are limited to the initial redesign, repaving and related work and do not include future maintenance responsibilities except as to the Ingress/Egress Easement area.
- (ii) Remove papers, debris, filth, refuse, from the drive and parking areas and adequately drain the drive and parking area to the extent necessary to keep the same in a first class, clean, and orderly condition;
- (iii) Install and maintain appropriate directional and handicap signs and markers, and replace the same as necessary.
- (iv) Maintain all landscaped areas, including the replacement of shrubs and other landscaping as necessary, and maintain any automatic sprinkler system serving the landscaped areas.
- (v) Clean, sweep, maintain, and repair all sidewalks.
- (vi) Store all trash and garbage in adequate, screened containers and provide for regular collection of same.

(b) If any portions of the Parcels have not been improved such areas shall be maintained in a safe and sightly condition, free of trash and, if appropriate, regularly mowed and tended to. Operation and maintenance shall include, but not be limited to, the furnishing of and/or payment of or for electricity, water, gas, sewer use fees, if any; labor; maintenance equipment and tools and any personal property taxes assessed to such maintenance equipment and tools; insurance and anything else necessary for everyday maintenance.

Unless otherwise set forth herein, the Developer, or its successors and or assigns, shall be responsible for performing any repairs or maintenance in easement areas. All repairs and maintenance shall be performed in a manner so as to minimize any disturbance or interruption of the use of the Easement Areas. Should the easement use, maintenance or repair activities of the Developer or KEYS damage or destroy the facilities of the other party (including surface paving and landscaping), the party causing the damage shall repair or replace the affected facilities to the same or substantially the same condition, at their sole cost and expense. Each party hereby

grants to the other parties access to the Easement Areas (and the immediately adjacent non-easement areas) reasonably necessary to complete necessary maintenance and repairs.

11. Covenants Running with the Land. The easements granted hereby, the restrictions hereby imposed and the covenants conditioned herein contained shall be easements, restrictions and covenants running with the land inuring to the benefit of, binding upon, and enforceable by the parties hereto and their respective heirs, successors in interest and assigns, including, but without limitation, all subsequent owners of the Property, the Substation Parcel and all persons claiming under them.

12. Development in Easement Areas. So long as this easement grant remains in effect, the easement areas described on attached Exhibits shall not be used for any purposes other than as described herein and no party shall make any use of the Easements inconsistent with or in derogation of the rights granted herein. Furthermore, no building, structure, improvement (other than paving), development or barricades, curbs or any structure of any kind blocking or impeding the free flow of vehicular access, other than as is contemplated or permitted under this Agreement, shall be constructed thereon by either party to this Agreement or their successors-in-interest, heirs or assigns. Notwithstanding the foregoing, reconstruction of the buildings or other improvements and relocation of the easement areas may be made provided the easements granted herein are not materially interfered with or diminished and the party requesting the relocation bears the expense of the relocation and the documentation of the relocated easement. In no event may the relocated easement materially adversely affect access, ingress and egress as provided for herein

13. Indemnity. Each Party agrees to indemnify, defend and hold the other harmless from and against any and all claims, suits, penalties, liabilities and expenses (including, without limitation, attorneys' fees) for injury to persons (including death) or damage to property arising out of, in connection with or resulting from the use by such Party, or its tenants, or their respective invitees, customers, agents or employees of the easements described and created hereby.

14. Compliance with Laws. The easement areas described herein shall at all times be in compliance with all laws, ordinances, regulations and requirements of all public authorities having jurisdiction in relation to its development, construction, maintenance and use.

15. Perpetual Duration. The Easements granted hereby shall remain in full force and effect perpetually or until canceled, altered or amended in writing by all the Lessees of Parcel A, Parcel B and the owner of the Substation Parcel.

16. Termination of Covenant Liability. When a transfer of ownership of the Property and/or the Substation Parcel takes place, liability of the transferor for breach of the covenant occurring thereafter shall automatically terminate and will be automatically assumed by and become the obligation of the transferee.

17. Construction. The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to transfer a useable right of use and enjoyment is carried out.

18. Notice. All notices authorized and required hereunder shall be in writing and shall be given by mailing the same by certified mail, return receipt requested, postage prepaid, and any such notice shall be deemed to have been given when received by the party to whom such notice is addressed.

19. Attorneys' Fees. KEYS, the Developer or any owner of the Property, the Substation Parcel or the Parking Parcel may enforce this Agreement by appropriate action, and if unauthorized use is being made of the easement premises, any of the parties hereto may also restrain or terminate such unauthorized use by appropriate proceedings after written notice to the owner of such parcel and failure to abate such use. In the event of any suit, action or proceedings at law or in equity, by either of the parties hereto against the other by reason of any matter or thing arising out of this Agreement, the prevailing party shall recover not only its legal costs, but reasonable attorneys' fees including appellate, bankruptcy and post-judgment collection proceedings for the maintenance or defense of said action or suit, as the case may be. Any judgment rendered in connection with any litigation arising out of this Agreement shall bear interest at the rate of eighteen (18%) percent per annum.

20. Public Not a Beneficiary. Nothing in this Agreement shall be construed to dedicate any property or any interest or estate therein to or for public purposes nor shall any provision hereunder be construed to create any right in or for the benefit of the general public. The easements, rights and privileges granted by this section shall be for the benefit of, and be restricted solely to, the owner or owners from time to time of all or any portion of the Property, the Substation Parcel, the Developer and its successors and/or assigns and KEYS, but such owner or owners may grant the benefit of such easements, rights and privileges to their tenants or affiliates, now or hereafter occupying a building or portions thereof on such Parcels for the period of such tenancy, and to the customers, employees and business invitees of such owner or owners and tenants, franchisees, or affiliates, but the same is not intended, and shall not be construed, to create any rights in and for the benefit of the general public.

21. Counterparts. This Agreement may be executed in as many counterparts as may be required, and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart. It shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind each party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

22. KEYS agrees that its use of the easements granted herein shall not unreasonably disturb the use and occupancy of the Parcels by the Developer or its tenants for the purposes set forth in the Leases so long as the Developer remains in full and faithful compliance of the terms of the Leases. The Developer agrees that its use of the easements granted herein shall not unreasonably disturb the use of the Substation Parcel or the easement areas by KEYS.

Signatures on following page.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

"KEYS"

Witnesses:

Utility Board of the City of Key West,
Florida, d/b/a Keys Energy Services

By: [Signature]

Name: Robert R Padron

Its: Chairman

Date: 12-17-04

[Signature]
Name: Carl R Jansen

[Signature]
Name: ERICA N. HUGHES

"MARKET RATE UNITS' DEVELOPER"

Witnesses:

~~Steamplant Condominiums, LLC~~

~~By: [Signature]~~

Name: Edwin O. Swift, III

Its: Managing Member

Date: 12-20-04

[Signature]
Name: John Spottswood

[Signature]
Name: ERICA N. HUGHES

"AFFORDABLE HOUSING UNITS' DEVELOPER"

Witnesses:

~~Old Town Key West Development, LLC~~

~~By: [Signature]~~

Name: Edwin O. Swift, III

Its: Managing Member

Date: 12-20-04

[Signature]
Name: John Spottswood

[Signature]
Name: ERICA N. HUGHES

Old Town Key West Development, LLC

By: 

Name: Christopher C Belland

Its: Managing Member

Date: 12-20-04



Erica N Hughes
ERICA N. HUGHES

By: 

Name: Gerald R Mosher

Its: Managing Member

Date: 12-20-04



Erica N Hughes
ERICA N. HUGHES

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 17 day of December, 2004, by Robert B. Padron as Chairman of the Board, on behalf of the Utility Board of the City of Key West, Florida, d/b/a Keys Energy Services. He is personally known to me or has produced _____ as identification.



NOTARY PUBLIC:

Sign: Gae Ganister
Print: Gae Ganister
State of Florida at Large (Seal)
My commission expires:

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 20 day of December, 2004, by Edwin C. Swift Tu, as Manager, on behalf of Steamplant Condominiums, LLC. He is personally known to mw or has produced _____ as identification.

NOTARY PUBLIC:

Sign: [Signature]
Print: _____
State of Florida at Large (Seal)
My commission expires:

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 20 day of December, 2004, by Edwin C. Swift, Christopher Belland + Gerald E. Mosier as managers/members on behalf of Old Town Key West Development, LLC. He is personally known to mw or has produced _____ as identification.



NOTARY PUBLIC:

Sign: [Signature]
Print: _____
State of Florida at Large (Seal)
My commission expires:

Exhibit A: Properly
Exhibit B: Market Rate Units
Exhibit C: Affordable Housing Units
Exhibit D: Substation Parcel
Exhibit E: Parking Parcel
Exhibit F: Site Plan
Exhibit G: Ingress/Egress Easement area
Exhibit H: Drainage Retention area

EXHIBIT "A"
LEGAL DESCRIPTION
OVERALL PROPERTY

On the Island of Key West, Monroe County, Florida and being more particularly described as follows:

Beginning at the intersection of the Easterly Right-of-Way Line of Trumbo Road and the Northeasterly Right-of-Way Line of Grinnell Street; thence N.00°10'51"W., along the said Easterly Line of Trumbo Road a distance of 354.45 feet; thence N.89°58'00"E., a distance of 458.57 feet; thence S.39°56'12"E., a distance of 79.96 feet; thence S.49°58'00"W., a distance of 378.29 feet; thence N.40°01'33"W., a distance of 32.98 feet; thence S.50°00'00"W., a distance of 200.04 feet to the said Northeasterly Right-of-Way Line of Grinnell Street; thence N.40°00'00"W., along the said Northeasterly Right-of-Way Line of Grinnell Street a distance of 69.52 feet to the Point of Beginning.
Parcel contains 127462 square feet or 2.93 acres, more or less.

EXHIBIT "B"
LEGAL DESCRIPTION
MARKET RATE PROPERTY

On the Island of Key West, Monroe County, Florida and being more particularly described as follows: Beginning at the intersection of the Easterly Right-of-Way Line of Trumbo Road and the Northeasterly Right-of-Way Line of Grinnell Street; thence N.00°10'51"W., along the said Easterly Line of Trumbo Road a distance of 354.45 feet; thence N.89°58'00"E., a distance of 458.57 feet; thence S.39°56'12"E., a distance of 79.96 feet; thence S.49°58'00"W., a distance of 378.29 feet; thence N.40°01'33"W., a distance of 32.98 feet; thence S.50°00'00"W., a distance of 200.04 feet to the said Northeasterly Right-of-Way Line of Grinnell Street; thence N.40°00'00"W., along the said Northeasterly Right-of-Way Line of Grinnell Street a distance of 69.52 feet to the Point of Beginning. Parcel contains 127462 square feet or 2.93 acres, more or less.

LESS AND EXCEPT ;THE FOLLOWING DESCRIBED PROPERTY:

On the Island of Key West, Monroe County, Florida and being more particularly described as follows:

Commencing at the intersection of the Easterly Right-of-Way Line of Trumbo Road and the Northeasterly Right-of-Way Line of Grinnell Street; thence S.40°00'00"E., along the said Northeasterly Right-of-Way Line of Grinnell Street a distance of 49.52 feet; thence N.50°00'00"E., a distance of 5.00 feet to the Point of Beginning; thence N.50°00'00"E., a distance of 278.90 feet to a point on a curve to the left, having: a radius of 7.15 feet, a central angle of 84°24'47", a chord bearing of S.83°08'39"E. and a chord length of 9.61 feet; thence along the arc of said curve, an arc length of 10.53 feet to the point of tangency of said curve; thence N.54°38'57"E., a distance of 71.76 feet; thence N.65°38'21"E., a distance of 56.38 feet to the point of curvature of a curve to the left, having: a radius of 25.00 feet, a central angle of 15°39'00" a chord bearing of N.57°48'51"E. and a chord length of 6.81 feet; thence along the arc of said curve, an arc length of 6.83 feet to the point of tangency of said curve; thence N.49°59'21"E., a distance of 88.83 feet to the point of curvature of a curve to the left, having: a radius of 13.00 feet, a central angle of 74°44'10", a chord bearing of N.12°37'16"E. and a chord length of 15.78 feet; thence along the arc of said curve, an arc length of 16.96 feet to the point of reverse curvature of a curve to the right, having: a radius of 29.00 feet, a central angle of 58°21'22", a chord bearing of N.04°25'52"E. and a chord length of 28.28 feet; thence along the arc of said curve, an arc length of 29.54 feet to the point of reverse curvature of a curve to the left, having: a radius of 13.00 feet, a central angle of 123°38'33", a chord bearing of N.28°12'44"W. and a chord length of 22.92 feet; thence along the arc of said curve, an arc length of 28.05 feet to the point of tangency of said curve; thence S.89°58'00"W., a distance of 98.31 feet; thence S.00°02'00"E., a distance of 79.45 feet; thence S.89°58'00"W., a distance of 25.08 feet; thence S.00°02'00"E., a distance of 38.42 feet; thence S.54°59'20"W., a distance of 64.89 feet; thence N.75°27'59"W., a distance of 58.28 feet; thence S 58°33'31" W a distance of 46.80 feet; thence S.45°20'23"W., a distance of 65.74 feet; thence S.60°44'13"W., a distance of 43.38 feet; thence S.45°20'23"W., a distance of 105.43 feet; thence S.00°10'51"E., a distance of 24.39 feet; thence S.40°00'00"E., a distance of 47.71 feet to the Point of Beginning.
Parcel contains 34,885 square feet or 0.80 acres, more or less.

AND LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

On the Island of Key West, Monroe County, Florida and being more particularly described as follows:

Commencing at the intersection of the Easterly Right-of-Way Line of Trumbo Road and the Northeasterly Right-of-Way Line of Grinnell Street; thence S.40°00'00"E., along the said Northeasterly Right-of-Way Line of Grinnell Street a distance of 69.52 feet; thence N.50°00'00"E., a distance of 200.04 feet to the Point of Beginning; thence N.49°58'00"E., a distance of 135.00 feet; thence S.40°02'00"E., a distance of 32.98 feet; thence S.49°58'00"W., a distance of 127.50 feet; thence N.40°02'00"W., a distance of 25.48 feet to the point of curvature of a curve to the left, having: a radius of 7.50 feet, a central angle of 89°58'00", a chord bearing of N.85°01'00"W. and a chord length of 10.60 feet; thence along the arc of said curve, an arc length of 11.78 feet to the Point of Beginning.

Parcel contains 4249 square feet or 0.10 acres, more or less.

STEAMPLANT LEASE AFFORDABLE RATE UNITS
Exhibit "C"

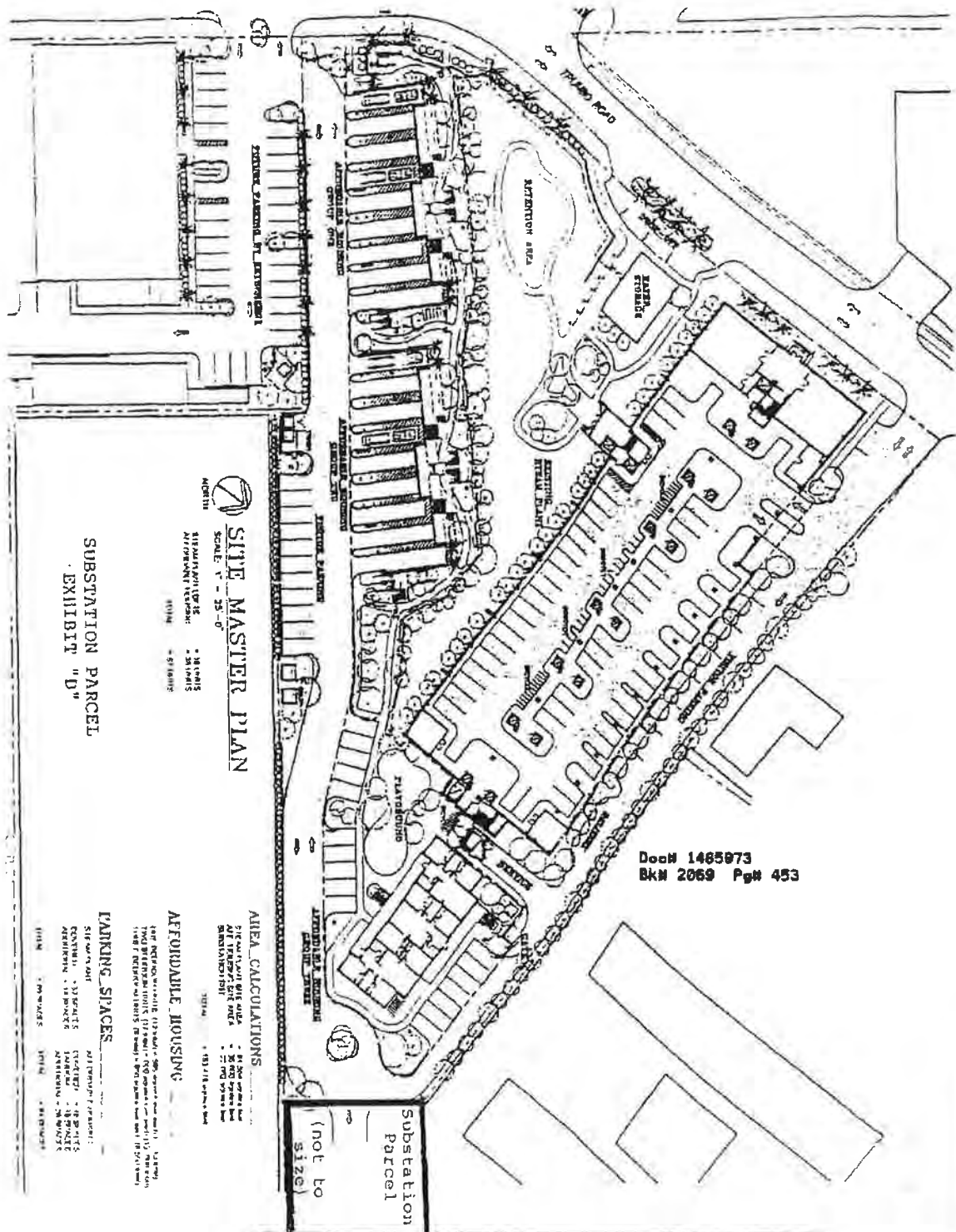
LEGAL DESCRIPTION: (Affordable Housing)

On the Island of Key West, Monroe County, Florida and being more particularly described as follows: Commencing at the intersection of the Easterly Right-of-Way Line of Trumbo Road and the Northeasterly Right-of-Way Line of Grinnell Street; thence S.40°00'00"E., along the said Northeasterly Right-of-Way Line of Grinnell Street a distance of 49.52 feet; thence N.50°00'00"E., a distance of 5.00 feet to the Point of Beginning; thence N.50°00'00"E., a distance of 278.90 feet to a point on a curve to the left, having: a radius of 7.15 feet, a central angle of 84°24'47", a chord bearing of S.83°08'39"E. and a chord length of 9.61 feet; thence along the arc of said curve, an arc length of 10.53 feet to the point of tangency of said curve; thence N.54°38'57"E., a distance of 71.76 feet; thence N.65°38'21"E., a distance of 56.38 feet to the point of curvature of a curve to the left, having: a radius of 25.00 feet, a central angle of 15°39'00" a chord bearing of N.57°48'51"E. and a chord length of 6.81 feet; thence along the arc of said curve, an arc length of 6.83 feet to the point of tangency of said curve; thence N.49°59'21"E., a distance of 88.83 feet to the point of curvature of a curve to the left, having: a radius of 13.00 feet, a central angle of 74°44'10", a chord bearing of N.12°37'16"E. and a chord length of 15.78 feet; thence along the arc of said curve, an arc length of 16.96 feet to the point of reverse curvature of a curve to the right, having: a radius of 29.00 feet, a central angle of 58°21'22", a chord bearing of N.04°25'52"E. and a chord length of 28.28 feet; thence along the arc of said curve, an arc length of 29.54 feet to the point of reverse curvature of a curve to the left, having: a radius of 13.00 feet, a central angle of 123°38'33", a chord bearing of N.28°12'44"W. and a chord length of 22.92 feet; thence along the arc of said curve, an arc length of 28.05 feet to the point of tangency of said curve; thence S.89°58'00"W., a distance of 98.31 feet; thence S.00°02'00"E., a distance of 79.45 feet; thence S.89°58'00"W., a distance of 25.08 feet; thence S.00°02'00"E., a distance of 38.42 feet; thence S.54°59'20"W., a distance of 64.89 feet; thence N.75°27'59"W., a distance of 58.28 feet; thence S.58°33'31"W. a distance of 46.80 feet; thence S.45°20'23"W., a distance of 65.74 feet; thence S.60°44'13"W., a distance of 43.38 feet; thence S.45°20'23"W., a distance of 105.43 feet; thence S.00°10'51"E., a distance of 24.39 feet; thence S.40°00'00"E., a distance of 47.71 feet to the Point of Beginning. Parcel contains 34,885 square feet or 0.80 acres, more or less.

AND

LEGAL DESCRIPTION: (Lease Back)

On the Island of Key West, Monroe County, Florida and being more particularly described as follows: Commencing at the intersection of the Easterly Right-of-Way Line of Trumbo Road and the Northeasterly Right-of-Way Line of Grinnell Street; thence S.40°00'00"E., along the said Northeasterly Right-of-Way Line of Grinnell Street a distance of 69.52 feet; thence N.50°00'00"E., a distance of 200.04 feet to the Point of Beginning; thence N.49°58'00"E., a distance of 135.00 feet; thence S.40°02'00"E., a distance of 32.98 feet; thence S.49°58'00"W., a distance of 127.50 feet; thence N.40°02'00"W., a distance of 25.48 feet to the point of curvature of a curve to the left, having: a radius of 7.50 feet, a central angle of 89°58'00", a chord bearing of N.85°01'00"W. and a chord length of 10.60 feet; thence along the arc of said curve, an arc length of 11.78 feet to the Point of Beginning. Parcel contains 4249 square feet or 0.10 acres, more or less.



Doc# 1465073
Bk# 2069 Pg# 453

Substation
Parcel
(not to
size)

SITE MASTER PLAN

SCALE: 1" = 25'-0"
SHEET NO. 1 OF 15
AFFORDABLE HOUSING
15114

**SUBSTATION PARCEL
EXHIBIT "D"**

AREA CALCULATIONS

SITE TOTAL GROSS AREA: 1,100,000 sq. ft.
TOTAL AFFORDABLE HOUSING: 1,100 units
TOTAL PARKING SPACES: 1,100 spaces

AFFORDABLE HOUSING

100% AFFORDABLE HOUSING: 1,100 units
TOTAL AFFORDABLE HOUSING: 1,100 units
TOTAL PARKING SPACES: 1,100 spaces

PARKING SPACES

SITE TOTAL: 1,100 spaces
TOTAL AFFORDABLE HOUSING: 1,100 units
TOTAL PARKING SPACES: 1,100 spaces

Doc# 1485973
Bk# 2088 Pgm 455

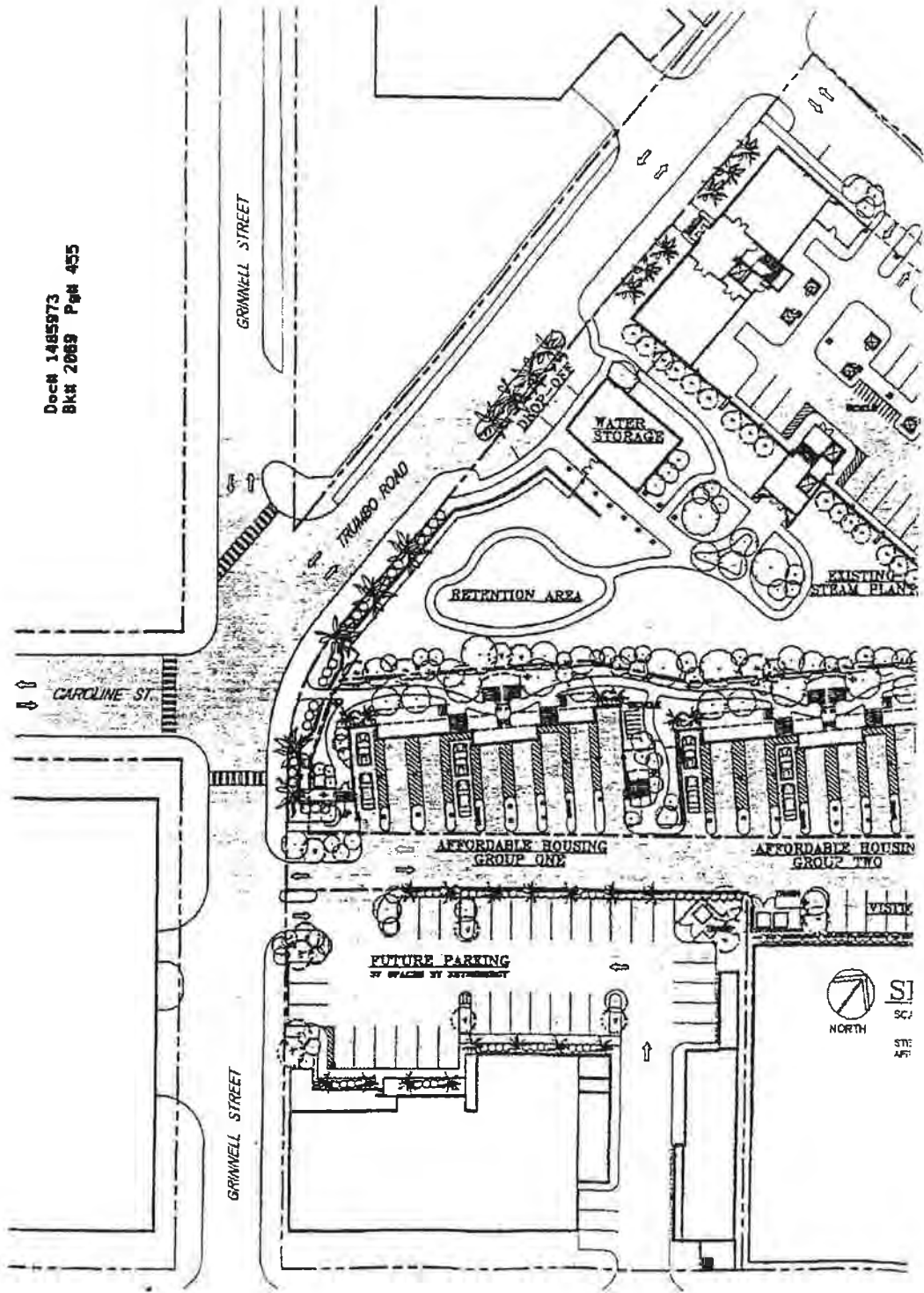


EXHIBIT " F "



Michael E. Ingers Architect & Associates
 504 Webster St., Key West, FL 33040
 Tel: 305-292-7722 • Fax: 305-292-2182
 E-Mail: ingers@ingersarch.com
 Florida Registration No. 5328

SEAL

ISSUE DATE

December 13, 2017

ISSUED FOR:

DRAWN BY:

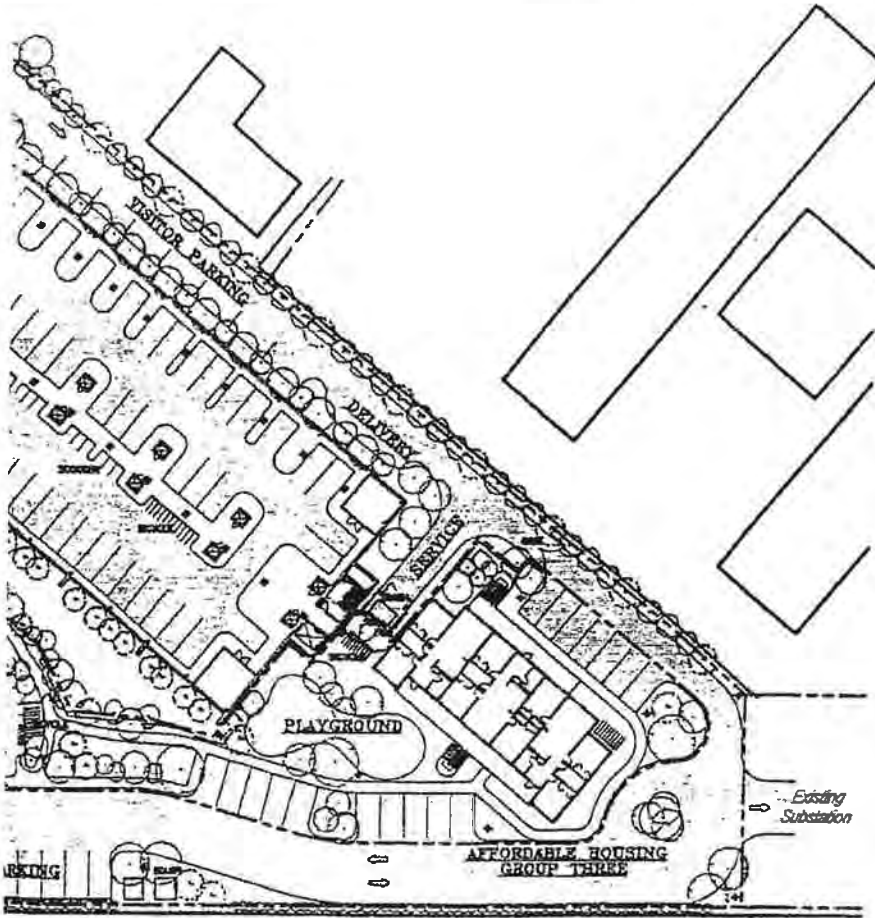
Peter J. Olier

REVISIONS:

▲

▲

▲



KEY WEST
 STEAM PLANT
 TRUMBO ROAD, KEY WEST, FLORIDA 33040

MASTER PLAN

LOFTS	+ 19 UNITS
ENCLOSING	+ 38 UNITS
TOTAL	= 57 UNITS

AREA CALCULATIONS

STEAM PLANT SITE AREA	= 24,254 square feet
AFF. HOUSING SITE AREA	= 36,800 square feet
SUBSTATION SITE	= 22,062 square feet
TOTAL	= 83,116 square feet

AFFORDABLE HOUSING

ONE BEDROOM UNITS (12 total) = 585 square feet each (7,020 total)
 TWO BEDROOM UNITS (17 total) = 800 square feet each (13,600 total)
 THREE BEDROOM UNITS (9 total) = 920 square feet each (8,280 total)

PARKING SPACES

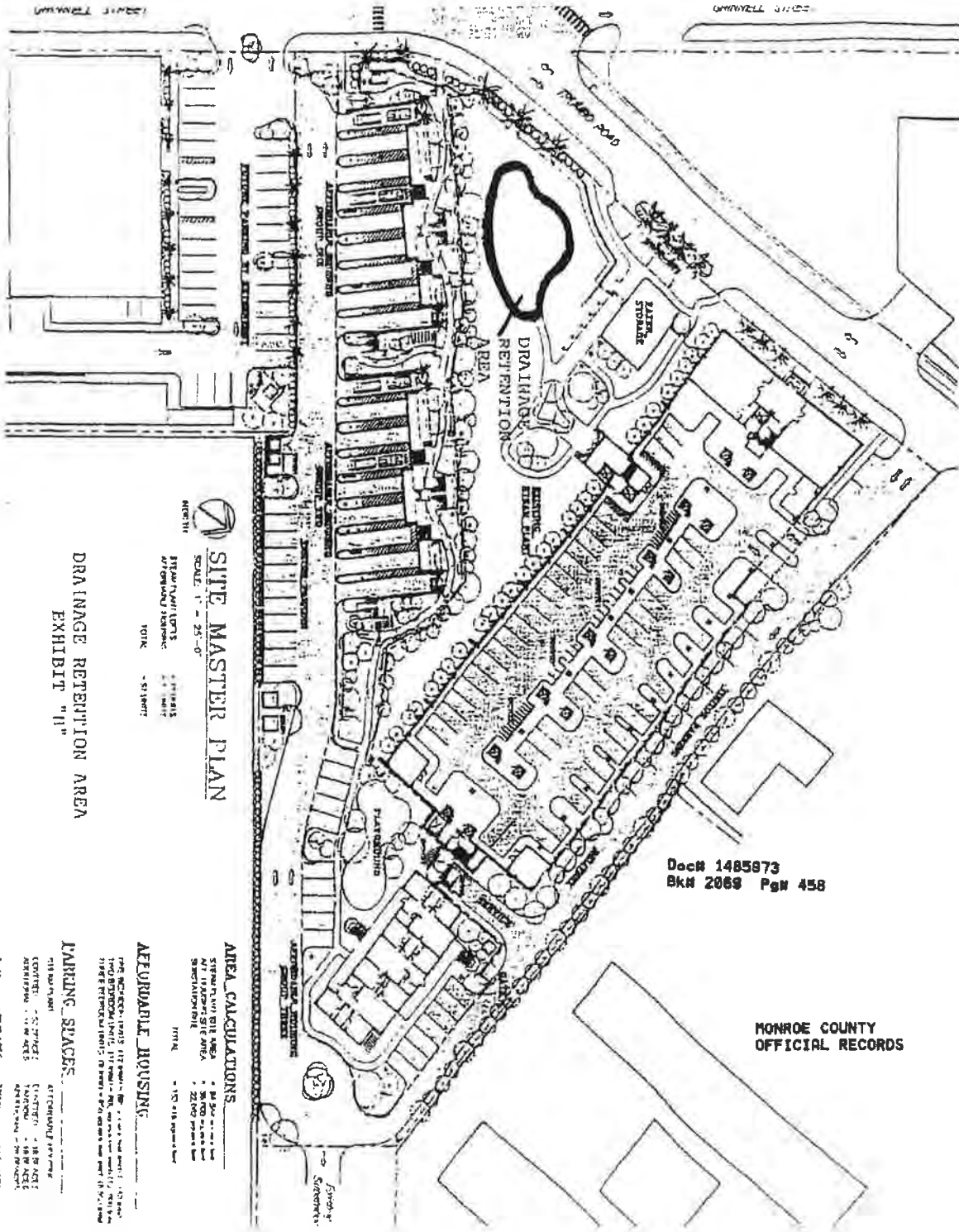
STEAM PLANT	AFFORDABLE HOUSING
COVERED = 52 SPACES	COVERED = 18 SPACES
ADDITIONAL = 14 SPACES	TANDEM = 18 SPACES
TOTAL = 66 SPACES	ADDITIONAL = 23 SPACES
	TOTAL = 64 SPACES

SITE MASTER PLAN

SHEET:

A1.1

OF



SITE MASTER PLAN

SCALE: 1" = 25'-0"
 1/4" = 1'-0"
 1/8" = 1/2'-0"
 1/16" = 1/4'-0"

DRAINAGE RETENTION AREA EXHIBIT "1"

Doc# 1485673
 BKN 2069 Pgn 458

MONROE COUNTY
 OFFICIAL RECORDS

AREA CALCULATIONS

STREET FRONTAGE AREA: 1,200 sq. ft.
 TOTAL AREA: 2,200 sq. ft.
 PERCENTAGE: 54.5%

APPROXIMATE HOUSING

100 SINGLE-FAMILY HOMES
 100 TOWNHOMES
 100 APARTMENTS


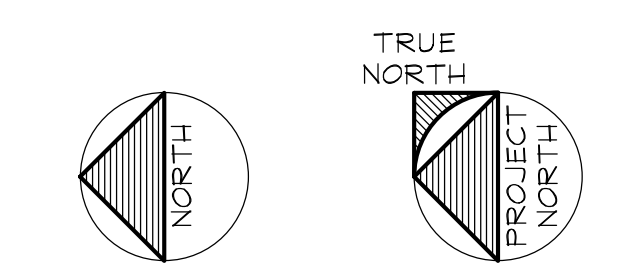
PARKING SPACES

100 SINGLE-FAMILY HOMES
 100 TOWNHOMES
 100 APARTMENTS

Keys Energy Services

1001 JAMES STREET

DRC SUBMITTAL - MAY 1ST, 2014

<p style="text-align: center;">SITE MAP - KEY WEST</p>  <p style="text-align: center;">Not to Scale</p>	<p style="text-align: center;">GENERAL NOTES</p> <ol style="list-style-type: none"> All work shall comply with the Florida Building Code, latest edition, and all applicable laws, codes and ordinances of the City, County, and the State of Florida. In the City of Key West, applicable Codes forming the basis of this design and compliance requirements for the Contractor include: FLORIDA BUILDING CODE - Building 2010 EDITION FLORIDA BUILDING CODE - Existing 2010 EDITION FLORIDA BUILDING CODE - Residential 2010 EDITION FLORIDA BUILDING CODE - Plumbing 2010 FLORIDA BUILDING CODE - Fuel Gas 2010 EDITION FLORIDA BUILDING CODE - Mechanical 2010 EDITION NATIONAL ELECTRICAL CODE 2009 EDITION NFPA 70 LIFE SAFETY CODE w/ Florida Modifications 2006 EDITION FLORIDA FIRE PREVENTION CODE 2007 EDITION NFPA 1 2006 EDITION This project is designed in accordance with A.S.C.E. 7-10 to resist wind loads of 180 mph (98fs). Prior to submitting a bid, verify all existing conditions and dimensions on the jobsite, and also after award, but prior to the start of construction. Contours and/or existing grades shown are approximate. Verify with field conditions. Final grading shall provide gradual slopes and grades. Slope all grades away from the building. Planting areas shall be graded with soil suitable for planting. Rock and debris will not be allowed. Where discrepancies between drawings, specifications, and code requirements occur, adhere to the most stringent requirement. Dimensions shall take precedence over scale. Drawings and specifications are complementary. Refer to all sheets of drawings and applicable sections of the specifications for interfaces of work with related trades. After completion of construction remove all debris and construction equipment. Restore site to original condition. Notify owner of any possible artifacts uncovered during site grading and throughout the course of construction. Furnish a receptacle on site to contain construction debris and maintain the site in an orderly manner to ensure public safety and prevent blowing debris. Comply with all requirements for selective demolition as specified, shown on the Demolition Plan, or called for in the selective Demolition Notes. 61G1-16.003 Use of Seal: The personal seal, signature and date of the architect or interior designer shall appear on all architectural or interior design documents to be filed for public record and shall be construed to obligate his partners or his corporation. A corporate seal alone is insufficient. Documents shall be signed personally and sealed by the responsible architect or interior designer. Final official record documents (not tracings, etc.) shall be so signed. The signing and sealing of the specification index sheets shall be considered adequate. All drawing sheets and pages shall be so signed and sealed. An architect or interior designer shall not affix, or permit to be affixed, his seal or name to any plan, specifications, drawings, or other related document which was not prepared by him or under his responsible supervising control as provided in Rule Chapter 61G1-23, F.A.C. An architect or interior designer shall not use his seal or do any other act as an architect or interior designer unless holding at the time a certificate of registration and all required renewals thereof. Specific Authority 481.2055, 481.221 FS. Law Implemented 481.221, 481.225(1)(e), (g), (j), 481.225(1)(g), (h), (i) FS. History-New 12-23-79, Formerly 21B-16.03, Amended 7-27-84, Formerly 21B-16.003, Amended 11-21-94, 4-18-00. 	<p style="text-align: center;">PROJECT DIRECTORY</p> <p>PROJECT: KEYS ENERGY SERVICES 1001 JAMES STREET ARCHITECT'S PROJECT No.: 1310</p> <p>OWNER: Keys Energy Services 1001 James Street Key West, FL 33040 E-mail: walter.cashwell@keysenergy.com Phone: (305) 296-1181 Representative: Walter Cashwell</p> <p>ARCHITECT: BENDER & ASSOCIATES ARCHITECTS, P.A. Address: 410 Angela Street, Key West, FL 33040 Tel: (305) 296-1347 Fax: (305) 296-2727 E-mail: bibender@bellsouth.net Project Manager: Bert L. Bender (Principal-in-Charge) Project Architect: Haven Burkee</p> <p>ENGINEERING CONSULTANTS: STRUCTURAL: H.M. KEISTER ASSOCIATES Address: 2027 University Boulevard, North, Jacksonville, FL 32211 Tel: (904) 743-4633 Fax: (904) 744-6485 Representative: Mark J. Keister, P.E.,</p> <p>M.E.P.: HNGS ENGINEERS Address: 4800 SW 74th Court, Miami, FL 33155 Tel: 305-270-9955 Fax: 305-665-5991 E-mail: hngs@hngsengineers.com Representative: Enrique J. Suarez, Jr. P.E.</p> <p>CIVIL: Perez Engineering and Development, Inc. 1010 Kennedy Dr., Suite 400, Key West Tel: (305) 293-9440 Email: perezengineering@bellsouth.net Representative: Allen Perez</p> <p>LANDSCAPE ARCHITECT: Craig Reynolds Landscape Architecture 517 Duval Street Suite 204 Key West, FL 33040 305-292-7245</p> <p>PLANNING CONSULTANT: Donna Bosold P.O. Box 1553 Key West, FL 33041-1553 Email: donna.bosold@att.net</p>	<p style="text-align: center;">SHEET INDEX</p> <p>A0.0 COVERSHEET, NOTES, PROJECT DESCRIPTION A0.1 PROPERTY SURVEY</p> <p>ARCHITECTURAL: A1.1 SITE PLAN A2.1 DEMOLITION SITE PLAN A2.2 DEMOLITION 1ST FLOOR A2.3 DEMOLITION 2ND FLOOR A2.4 DEMOLITION 3RD FLOOR A2.5 DEMOLITION ELEVATIONS A2.6 DEMOLITION ELEVATIONS A3.1 FIRST FLOOR PLAN A3.2 SECOND FLOOR PLAN A3.3 THIRD FLOOR PLAN A6.1 EXTERIOR ELEVATIONS A6.2 EXTERIOR ELEVATIONS A13.1 1ST FLOOR LIFE SAFETY PLAN A13.2 2ND FLOOR LIFE SAFETY PLAN A13.3 3RD FLOOR LIFE SAFETY PLAN</p> <p>LANDSCAPE: L-1.0 LANDSCAPE PLAN</p> <p>CIVIL: C-1 CIVIL PLAN</p>																																																																																																																																															
<p style="text-align: center;">ABBREVIATIONS</p> <table border="0"> <tr><td>AB</td><td>ANCHOR BOLT</td><td>MIN</td><td>MINIMUM</td></tr> <tr><td>ABC</td><td>AGGREGATE BASE COURSE</td><td>NTS</td><td>NOT TO SCALE</td></tr> <tr><td>A/C</td><td>AIR CONDITIONING</td><td>OA</td><td>OVERALL</td></tr> <tr><td>BLKG</td><td>BLOCKING</td><td>OC</td><td>ON CENTER</td></tr> <tr><td>BUR</td><td>BILT UP ROOF</td><td>OD</td><td>OUTSIDE DIAMETER</td></tr> <tr><td>CAB</td><td>CABINET</td><td>PCF</td><td>POUNDS PER CUBIC FOOT</td></tr> <tr><td>CER</td><td>CERAMIC</td><td>PL</td><td>PROPERTY LINE</td></tr> <tr><td>CL</td><td>CENTER LINE</td><td>PLAM</td><td>PLASTIC LAMINATE</td></tr> <tr><td>CLG</td><td>CEILING</td><td>PLF</td><td>POUNDS PER LINEAL FOOT</td></tr> <tr><td>CMU</td><td>CONCRETE MASONRY UNIT</td><td>PNL</td><td>PANEL</td></tr> <tr><td>COL</td><td>COLUMN</td><td>PT</td><td>CCA PRESSURE TREATED POINT</td></tr> <tr><td>CONC</td><td>CONCRETE</td><td>PVC</td><td>POLYVINYLCHLORIDE</td></tr> <tr><td>DBL</td><td>DOUBLE</td><td>R</td><td>RADIUS (OR) RISER</td></tr> <tr><td>DIAG</td><td>DIAGONAL</td><td>R/A</td><td>RETURN AIR</td></tr> <tr><td>DS</td><td>DOWNSPOUT</td><td>REBAR</td><td>STEEL REINF. BAR</td></tr> <tr><td>DTL</td><td>DETAIL</td><td>REFR.</td><td>REFRIGERATOR</td></tr> <tr><td>DWR</td><td>DRAWER</td><td>SF</td><td>SQUARE FOOT (FEET)</td></tr> <tr><td>EJ</td><td>EXPANSION JOINT</td><td>SS</td><td>STAINLESS STEEL</td></tr> <tr><td>EL</td><td>ELEVATION</td><td>SPEC</td><td>SPECIFICATION</td></tr> <tr><td>ELEC</td><td>ELECTRIC</td><td>T</td><td>TREAD(S)</td></tr> <tr><td>EQ</td><td>EQUAL</td><td>TYP</td><td>TYPICAL</td></tr> <tr><td>EXH</td><td>EXHAUST</td><td>UNO</td><td>UNLESS NOTED OTHERWISE</td></tr> <tr><td>FV</td><td>FIELD VERIFY</td><td>VCT</td><td>VINYL COMPOSITION TILE</td></tr> <tr><td>GALV</td><td>GALVANIZED</td><td>VERT</td><td>VERTICAL</td></tr> <tr><td>GI</td><td>GALVANIZED IRON</td><td>WD</td><td>WOOD</td></tr> <tr><td>HORZ</td><td>HORIZONTAL</td><td>W/F</td><td>WELDED WIRE FABRIC</td></tr> <tr><td>HDW</td><td>HARDWARE</td><td>WH</td><td>WATER HEATER</td></tr> <tr><td>HVAC</td><td>HEATING VENTILATING & AIR CONDITIONING</td><td>W/O</td><td>WITHOUT</td></tr> <tr><td>FOC</td><td>FACE OF CONCRETE</td><td></td><td></td></tr> <tr><td>FOS</td><td>FACE OF STUD</td><td></td><td></td></tr> <tr><td>FIN</td><td>FINISH</td><td></td><td></td></tr> <tr><td>FE</td><td>FIRE EXTINGUISHER</td><td></td><td></td></tr> <tr><td>FND</td><td>FOUNDATION</td><td></td><td></td></tr> <tr><td>FTG</td><td>FOOTING</td><td></td><td></td></tr> <tr><td>ID</td><td>INSIDE DIAMETER</td><td></td><td></td></tr> <tr><td>MAX</td><td>MAXIMUM</td><td></td><td></td></tr> </table>	AB	ANCHOR BOLT	MIN	MINIMUM	ABC	AGGREGATE BASE COURSE	NTS	NOT TO SCALE	A/C	AIR CONDITIONING	OA	OVERALL	BLKG	BLOCKING	OC	ON CENTER	BUR	BILT UP ROOF	OD	OUTSIDE DIAMETER	CAB	CABINET	PCF	POUNDS PER CUBIC FOOT	CER	CERAMIC	PL	PROPERTY LINE	CL	CENTER LINE	PLAM	PLASTIC LAMINATE	CLG	CEILING	PLF	POUNDS PER LINEAL FOOT	CMU	CONCRETE MASONRY UNIT	PNL	PANEL	COL	COLUMN	PT	CCA PRESSURE TREATED POINT	CONC	CONCRETE	PVC	POLYVINYLCHLORIDE	DBL	DOUBLE	R	RADIUS (OR) RISER	DIAG	DIAGONAL	R/A	RETURN AIR	DS	DOWNSPOUT	REBAR	STEEL REINF. 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DESIGNATION SHEET WHERE SECTION IS SHOWN</p> <p style="text-align: center;">CUT DETAIL INDICATOR NUMBER FOR DETAIL DESIGNATION SHEET WHERE DETAIL IS SHOWN</p> <p style="text-align: center;">BLOWN-UP DETAIL INDICATOR AREA TO BE BLOWN-UP SHEET WHERE DETAIL IS SHOWN (PERTAINS TO DETAIL PLAN INDICATOR ON SMALLER SCALE PLAN)</p> <p style="text-align: center;">SECTION & DETAIL DRWG. TITLES DWG. # ON SHEET CROSS SECTION DWG. TITLE REFERENCE SHEET 1/4" = 1'-0" DRAWING SCALE</p> <p style="text-align: center;">WALL ELEVATION INDICATOR POICHE ONLY WHERE ELEVATIONS ARE INDICATED SHT. A8 INDICATES # OF ELEVATION</p> <p style="text-align: center;">ROOM NUMBER INDICATOR (SHOWN BESIDE OR UNDER ROOM NAME) NUMBERS 23 LETTERS A</p> <p style="text-align: center;">DOOR OPENING INDICATOR (EACH OPENING SCHEDULED SEPARATELY)</p> <p style="text-align: center;">WINDOW INDICATOR (EACH WINDOW TYPE & SIZE SCHEDULED)</p> <p style="text-align: center;">PARTITION/WALL TYPE INDICATOR (COMMERCIAL & INSTITUTIONAL PROJECTS)</p>	<p style="text-align: center;">MATERIAL DESIGNATIONS</p> <p>CONCRETE MASONRY UNITS IN PLAN CONC., STUCCO, PLASTER IN ELEV.; POURED CONC. IN PLAN METAL IN ELEVATION METAL IN SECTION FINISH WOOD IN ELEV. # IN SECTION DIMENSION LUMBER IN SECTION (CONTINUOUS) WOOD BLOCKING IN SECTION (DISCONTINUOUS) GYPSUM WALL BOARD IN SECTION (LARGE SCALE) EARTH, NATURAL SUBSTRATE GRAVEL, AGGREGATE BASE COURSE, FILL FIBERGLASS BATT INSULATION RIGID INSULATION</p> <p style="text-align: center;">PARTITIONS & WALLS</p> <p>CONCRETE MASONRY UNITS POURED CONCRETE WOOD FRAME METAL STUDS EXISTING CONSTRUCTION TO REMAIN EXISTING CONSTRUCTION TO BE DEMOLISHED</p>
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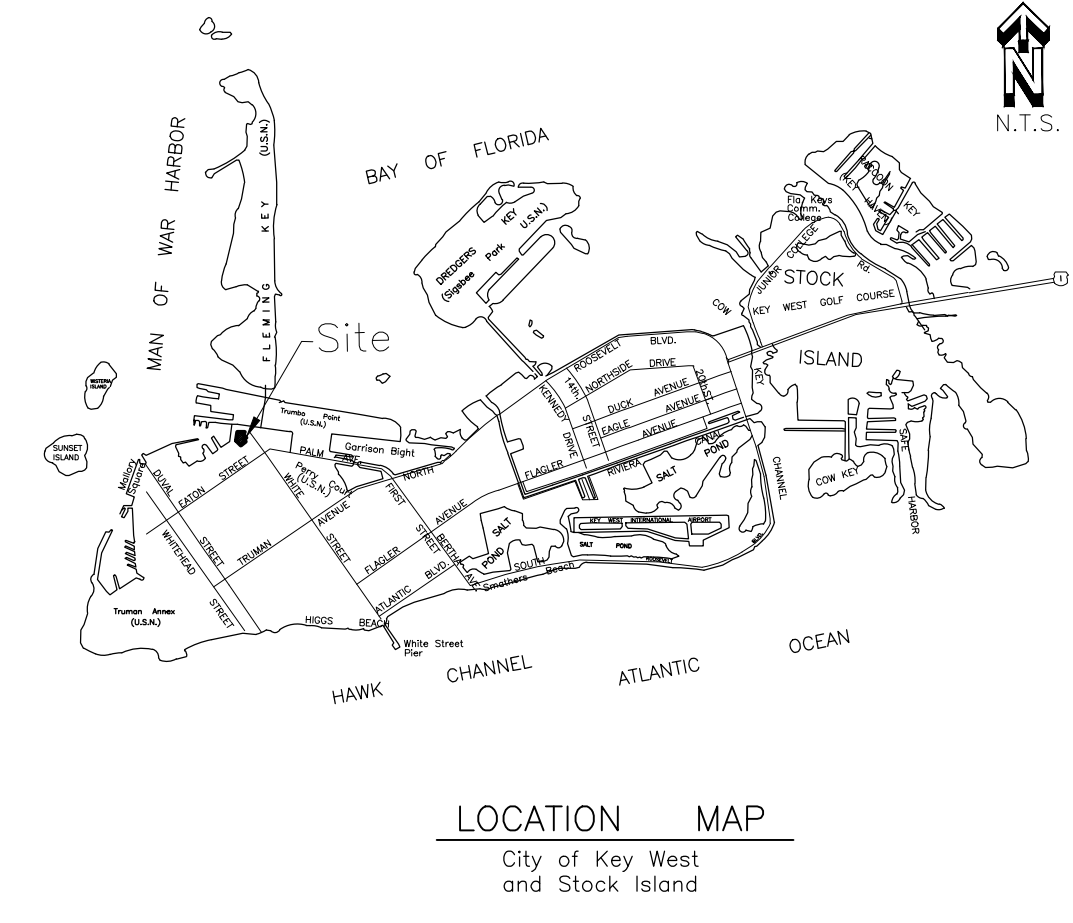
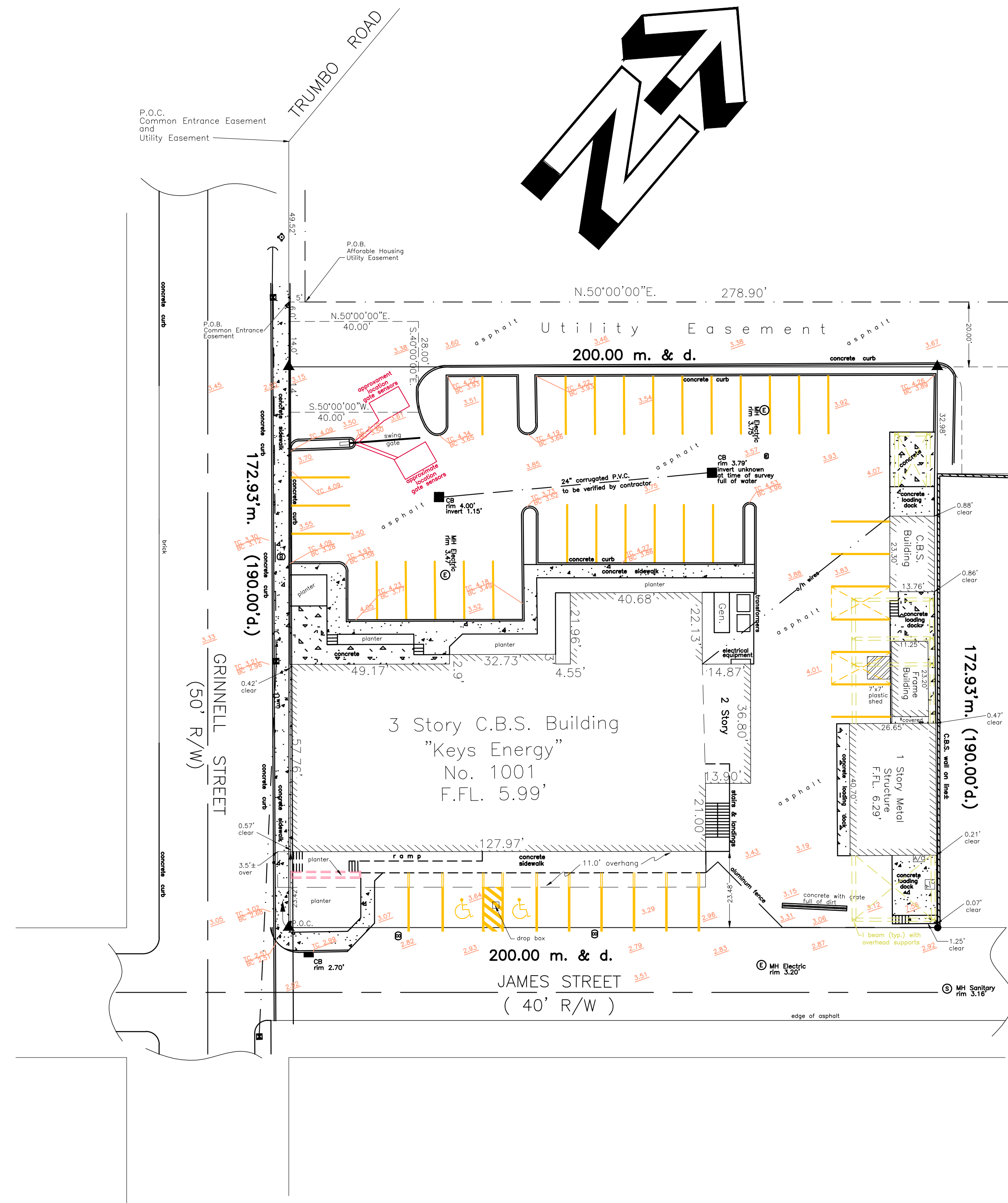
KEYS ENERGY SERVICES
 1001 JAMES STREET
 Key West, Florida 33040

410 Angela Street
 Key West, Florida 33040
 Telephone (305) 296-1347
 Facsimile (305) 296-2727
 Florida License AAC002022

Bender & Associates
 ARCHITECTS
 p.a.

Project No: 1310
 SITE MAP
 PROJECT DIRECTORY
 GENERAL NOTES
 ABBREVIATIONS
 SHEET INDEX
 SYMBOL LEGEND
 Date: 5/01/14

A.0



LEGAL DESCRIPTION:
 A parcel of land in Square 19 and/or in the filled land contiguous to the Northerly and Westerly boundary of said Square 19, on the Island of Key West, Florida according to the William A. Whitehead's map of said Island and being more particularly described by metes and bounds as follows:
 Commencing at the intersection of the Northwesterly property line of James Street and the Northeasterly property line of Grinnell Street, said intersection also to be known as the Point of Beginning of the parcel of land hereinafter described, bear Northwesterly along the Northeasterly property line of Grinnell Street for a distance of 190 feet to a point; thence at right angles and Northeasterly and parallel with the Northwesterly property line of James Street for a distance of 200 feet to a point; thence at right angles and Southeasterly and parallel with the Northeasterly property line of Grinnell Street for a distance of 190 feet to a point on the Northwesterly property line of James Street; thence at right angles and Southwesterly along the Northwesterly property line of James Street for a distance of 200 feet, back to the Point of Beginning, subject to an encroachment of 9 inches along the Northwesterly boundary of this Parcel No. 1.

LEGAL DESCRIPTION: (Utility Easement)
 On the Island of Key West, Monroe County, Florida and being more particularly described as follows:
 Commencing at the intersection of the Easterly Right-of-Way Line of Trumbo Road and the Northeasterly Right-of-Way Line of Grinnell Street; thence S.40°00'00"E., along the said Northeasterly Right-of-Way line of Grinnell Street a distance of 49.52 feet to the Point of Beginning; thence N.50°00'00"E., a distance of 283.90 feet to a point on a curve to the left, having: a radius of 7.15 feet, a central angle of 84°24'47", a chord bearing of S.83°08'39"E., and a chord length of 9.61 feet; thence along the arc of said curve, an arc length of 10.53 feet to the point of tangency of said curve; thence N.54°38'57"E., a distance of 71.76 feet; thence N.65°38'21"E., a distance of 52.30 feet to the point of curvature of a curve to the left, having: a radius of 25.00 feet, a central angle of 15°40'21", a chord bearing of N.57°48'10"E., and a chord length of 6.82 feet; thence along the arc of said curve, an arc length of 6.84 feet to the point of tangency of said curve; thence N.49°58'00"E., a distance of 159.26 feet to a point on a curve to the right, having: a radius of 25.00 feet, a central angle of 90°00'00", a chord bearing of S.04°58'00"W., and a chord length of 35.36 feet; thence along the arc of said curve, an arc length of 39.27 feet to the point of tangency of said curve; thence S.49°58'00"W., a distance of 126.60 feet to the point of curvature of a curve to the right, having: a radius of 25.00 feet, a central angle of 15°40'21", a chord bearing of S.57°48'10"W., and a chord length of 6.82 feet; thence along the arc of said curve, an arc length of 6.84 feet to the point of tangency of said curve; thence S.65°38'21"W., a distance of 64.32 feet; thence S.54°38'57"W., a distance of 14.99 feet to the point of curvature of a curve to the left, having: a radius of 7.50 feet, a central angle of 94°40'57", a chord bearing of S.07°18'29"W., and a chord length of 11.03 feet; thence along the arc of said curve, an arc length of 12.39 feet to the point of tangency of said curve; thence S.40°02'00"E., a distance of 12.05 feet; thence S.49°58'00"W., a distance of 127.50 feet; thence N.40°02'00"W., a distance of 25.48 feet to the point of curvature of a curve to the left, having: a radius of 7.50 feet, a central angle of 89°58'00", a chord bearing of N.85°01'00"W., and a chord length of 10.60 feet; thence along the arc of said curve, an arc length of 11.78 feet to the point of tangency of said curve; thence S.50°00'00"W., a distance of 200.04 feet to the said Northeasterly Right-of-Way Line of Grinnell Street; thence N.40°00'00"W., along the said Northeasterly Right-of-Way Line of Grinnell Street a distance of 20.00 feet to the Point of Beginning.
 Parcel contains 16247 square feet or 0.37 acres, more or less.

LEGAL DESCRIPTION: (Common Entrance Easement):
 On the Island of Key West, Monroe County, Florida and being more particularly described as follows:
 Commencing at the intersection of the Easterly Right-of-Way Line of Trumbo Road and the Northeasterly Right-of-Way Line of Grinnell Street; thence S.40°00'00"E., along the said Northeasterly Right-of-Way Line of Grinnell Street a distance of 55.52 feet to the Point of Beginning; thence N.50°00'00"E., a distance of 40.00 feet; thence S.40°00'00"E., a distance of 28.00 feet; thence S.50°00'00"W., a distance of 40.00 feet to the said Northeasterly Right-of-Way Line of Grinnell Street; thence N.40°00'00"W., a distance of 28.00 feet to the Point of Beginning.
 Parcel contains 1120 square feet or 0.03 acres, more or less.

LEGEND			
A/C	Air Conditioner	LB	Licensed Business
BAL	Balcony	MB	Measured
BM	Bench Mark	M	Number
CB	Catch Basin	N.T.S.	Not To Scale
CL	Center Line	O.R.	Official Records
CO	Clean Out	OH	Over Head
CONC	Concrete	P	Plot
C.B.S.	Concrete Block Stucco	P.B.	Plot Book
CUP	Concrete Utility Pole	P.O.B.	Point Of Beginning
COVD	Covered	P.O.C.	Point Of Commence
D	Deed	R/W	Right Of Way
ELEV	Elevation	SIB	Set Iron Bar
F.F.L.	Finished Floor Elevation	SIP	Set Iron Pipe
FD	Found	SPK	Set Nail And Disc
FIB	Found Iron Bar	STY	Story
FIP	Found Iron Pipe	UP	Utility Pole
INV	Invert	WM	Water Meter
IRR	Irregular	WV	Water Valve
SYMBOLS			
☒	Concrete Utility Pole	☼	Street Light
☐	Sanitary Sewer Clean Out	☐	Wood Utility Pole
☐	Fire Hydrant	☐	Electric Junction Box

Monumentation:
 ● = set 1/2" Iron Pipe, P.L.S. No. 2749
 ● = Found 1/2" Iron Pipe
 ● = Found 1/2" Iron Bar
 ▲ = Set P.K. Nail, P.L.S. No. 2749
 ▲ = Found P.K. Nail

SURVEYOR'S NOTES:
 North arrow based on plot assumed median Reference Bearing; R/W Grinnell Street
 3.4 denotes existing elevation
 Elevations based on N.G.V.D., 1929 Datum
 Bench Mark No.: D-121 Elevation: 3.914
 Field Work performed on: 1/23/14
 All angles 90°00'00" unless otherwise described
 TC = top of curve
 BC = bottom of curve

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

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

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

EXISTING SURVEY FOR REFERENCE

Utility Board of the City of Key West 1001 James Streets, Key West, FL.		Dwn No.: 14-211
BOUNDARY SURVEY	Ref. File: 120-211-1516_K	Dwn. By: F.H.H.
Scale: 1"=20'	Flood panel No. 1516_K	Flood Elev.-y'
Date: 4/29/14	File: 169-02	Flood Zone: AE
REVISIONS AND/OR ADDITIONS		
ENGINEERS PLANNERS SURVEYORS		
ISLAND SURVEYING INC.		
3152 Northside Drive Suite 201 Key West, FL. 33040		(305) 293-0466 Fax: (305) 293-0237 fhs@islandsurveying.com L.B. No. 7700
C:/dag/keys		

KEYS ENERGY SERVICES
 1001 JAMES STREET
 Key West, Florida 33040

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 Facsimile (305) 296-2727
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Project No: 1310
 SURVEY
 Date: 5/01/14

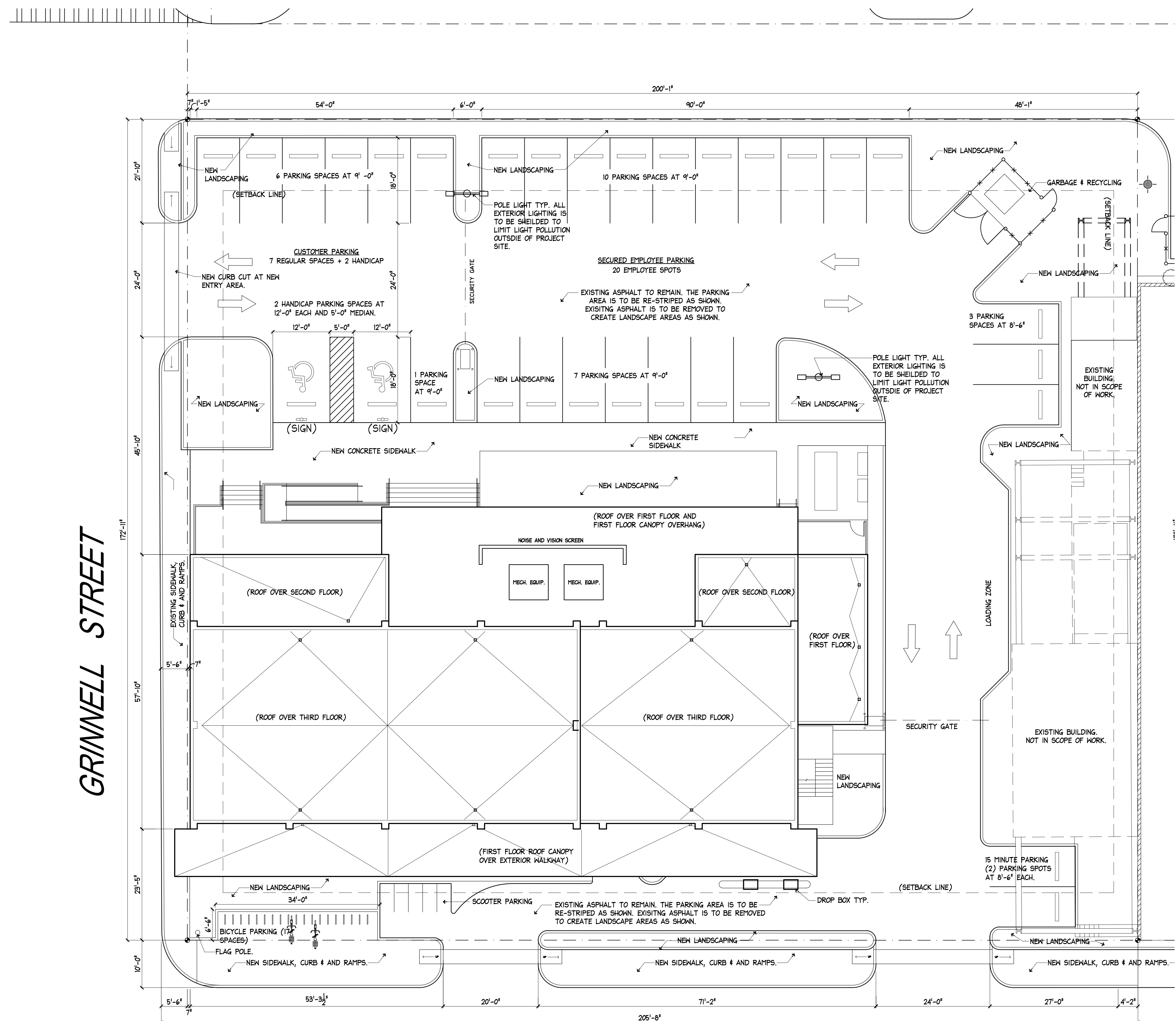
A0.1

SCALE: N.T.S.



PROJECT STATISTICS		
FEMA FLOOD ZONE	ZONE 'AE(1)' EXISTING FINISHED FLOOR: 6'-0" ABV. MSL.	
ZONING DESIGNATION	HRCC-2	
LOT SIZE	34,605 S.F.	
NO. OF UNITS	1 BUILDING UNDER SCOPE, 3 BUILDINGS ON SITE	
	REQUIRED	PROPOSED
BUILDING COVERAGE	17,302 S.F. MAX.	13,066 S.F.
34,605 S.F. X 50%		
BUILDING HEIGHT	35'-0" MAX.	44'-4" (EXISTING)
IMPERVIOUS SURFACE	20,763 S.F. MAX.	29,805 S.F.
34,605 S.F. X 60%		
FRONT SETBACK	10'-0" MIN.	13'-5"
STREET SIDE SETBACK	7'-6" MIN.	0'-7" (EXISTING)
SIDE SETBACK	5'-0" MIN.	4'-2" TO ACCESSORY STRUCTURE 5'-0" TO MAIN BUILDING
REAR SETBACK	15'-0" MIN.	6'-8"
PARKING SPACES	65	31 PLUS 50 AT ADJACENT PARKING GARAGE
FLOOR AREA & RATIO	.50	.56
OPEN SPACE AREA & RATIO		4,800 S.F. (14%)

NOTE: EXISTING FINISH FLOOR ELEVATION IS AT 6'-0" ABOVE MEAN SEA LEVEL. THE PROPOSED RENOVATION OF THE BUILDING INCLUDES FLOOD PROOFING MEASURES TO 8'-0" ABOVE MEAN SEA LEVEL (1'-0" ABOVE BASE FLOOD ELEVATION).



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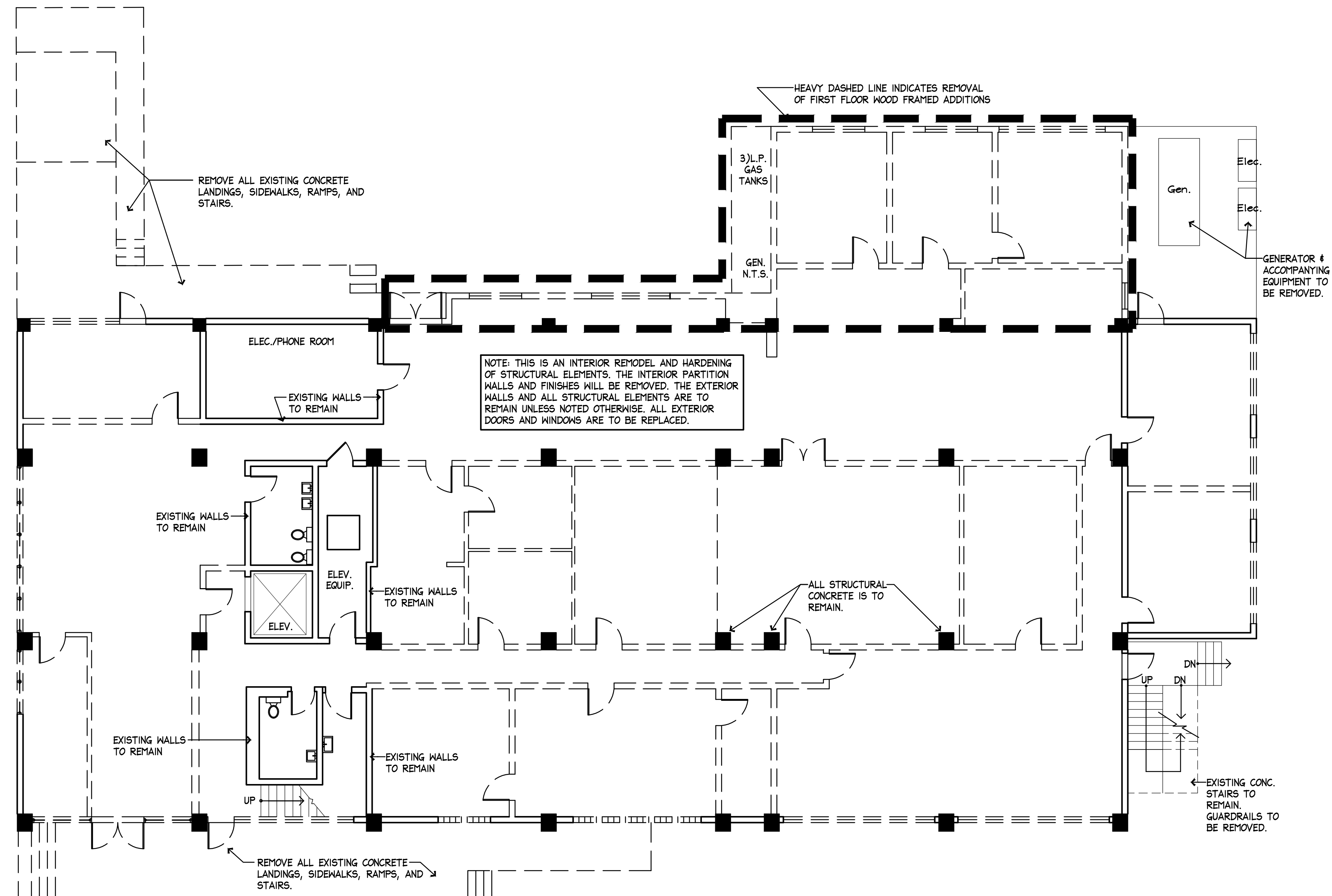
Project No: 1310
 SITE PLAN
 Date: 5/01/14

A1.1

NOTE:
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 3. REMOVE ALL ROOFING, FLASHING, AND DRAINS.
 4. SEE MEP PLANS FOR MORE DETAILS AND NOTES ON DEMOLITION OF MECHANICAL, ELECTRICAL, AND PLUMBING SYSTEMS.

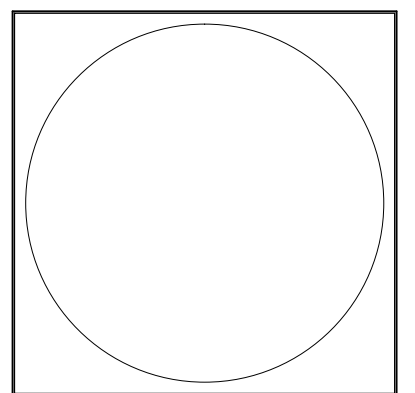
DEMOLITION NOTES

1. Remove all miscellaneous fasteners such as nails, screws and clips, as required, to allow patching of existing finishes. Some fasteners will not be able to be removed without extensive damage to historic finishes. Subject to concurrence by the Architect, such fasteners may remain, but must be treated to inhibit rust after cutting back below the wood surface.
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6. Provide safety barricades as required to protect the safety of the general public and workers connected with the project.
7. Provide bracing and shoring as required to protect the safety of the general public and workers connected with the project.
8. Demolished material classified as clean fill may be distributed on site when specifically approved by the Architect in advance.



1 DEMOLITION PLAN: FIRST FLOOR
 A2.2 SCALE: 1/8"=1'-0"

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Project No: 1310
 DEMOLITION PLAN
 Date: 5/01/14

A2.2

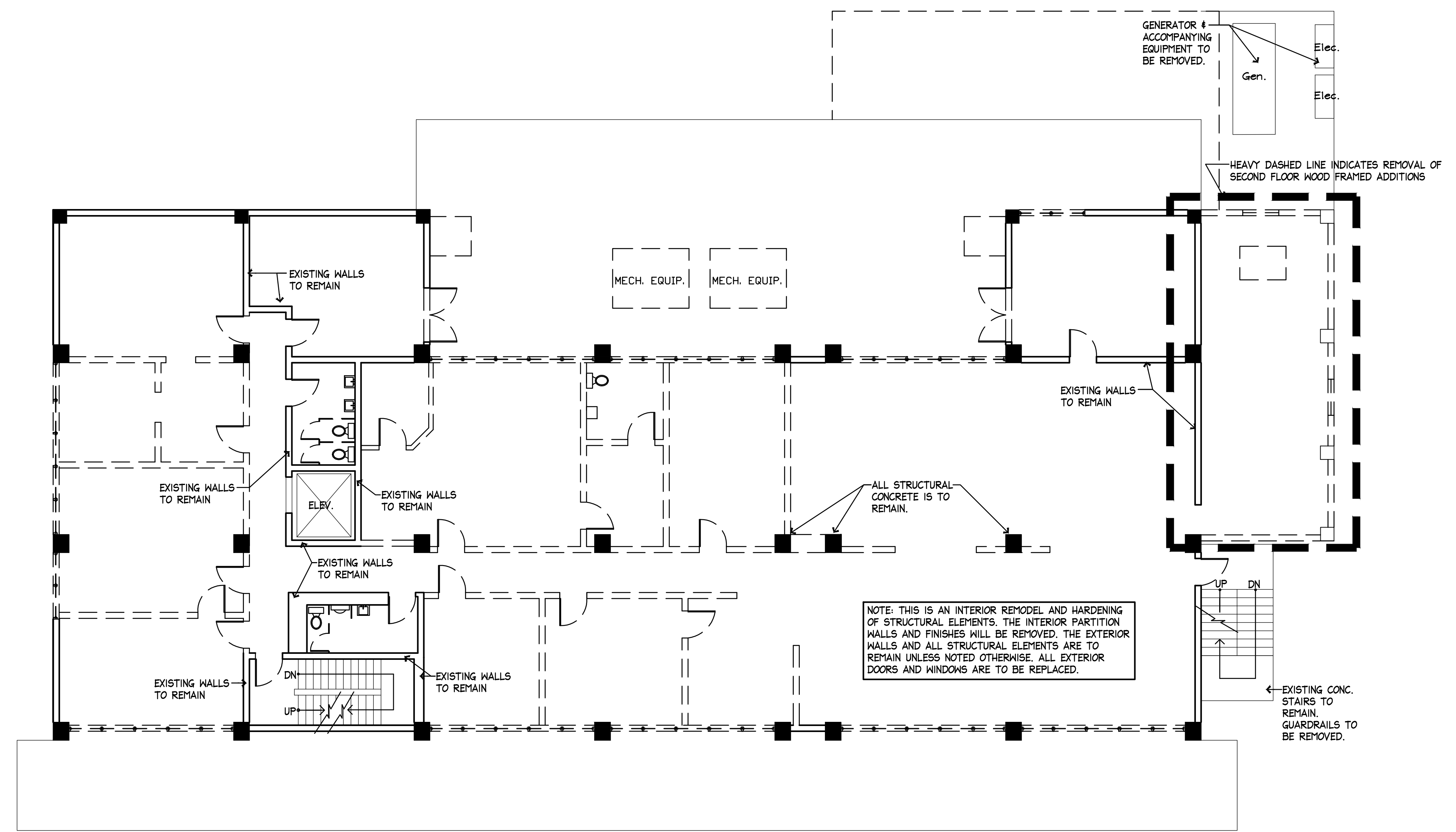


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DEMOLITION NOTES

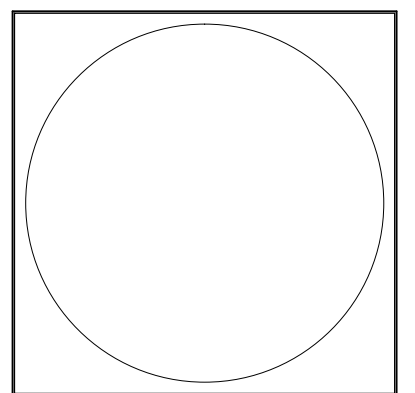
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 Key West, Florida 33040



NOTE: THIS IS AN INTERIOR REMODEL AND HARDENING OF STRUCTURAL ELEMENTS. THE INTERIOR PARTITION WALLS AND FINISHES WILL BE REMOVED. THE EXTERIOR WALLS AND ALL STRUCTURAL ELEMENTS ARE TO REMAIN UNLESS NOTED OTHERWISE. ALL EXTERIOR DOORS AND WINDOWS ARE TO BE REPLACED.

1 DEMOLITION PLAN: SECOND FLOOR
 A2.3 SCALE: 1/8"=1'-0"



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 DEMOLITION PLANS
 Date: 5/01/14

A2.3

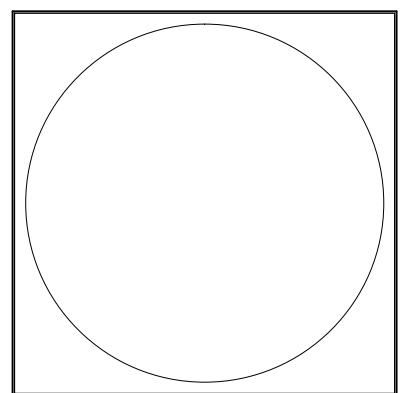


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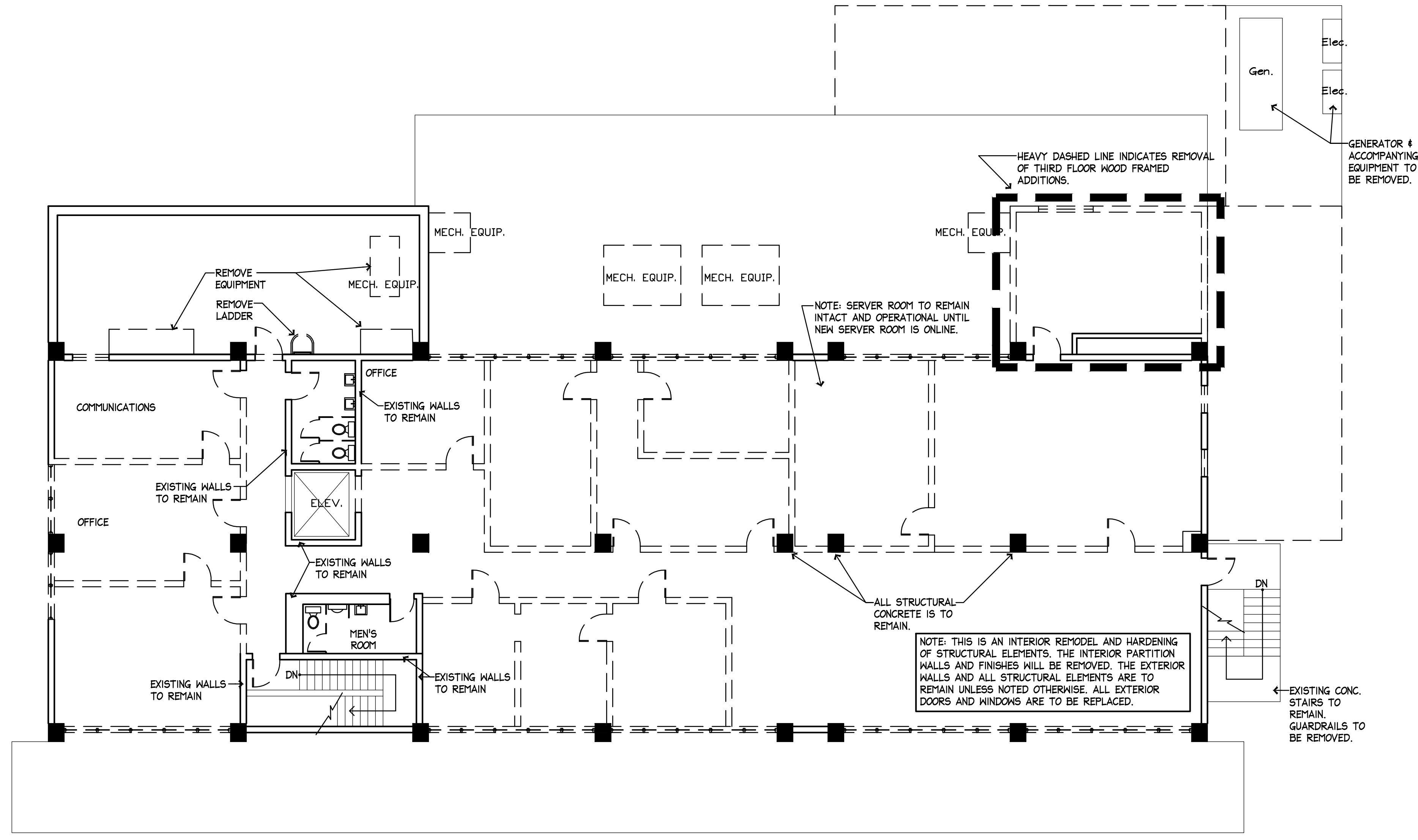


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Project No: 1310
 DEMOLITION PLANS
 Date: 5/01/14

A2.4

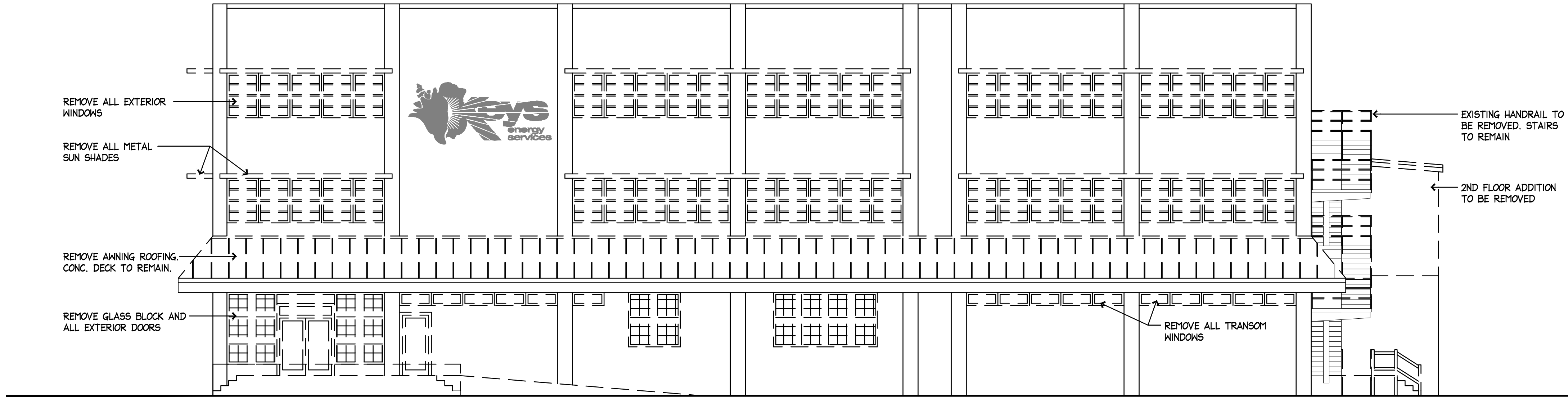


DEMOLITION PLAN: THIRD FLOOR
 SCALE: 1/8"=1'-0"

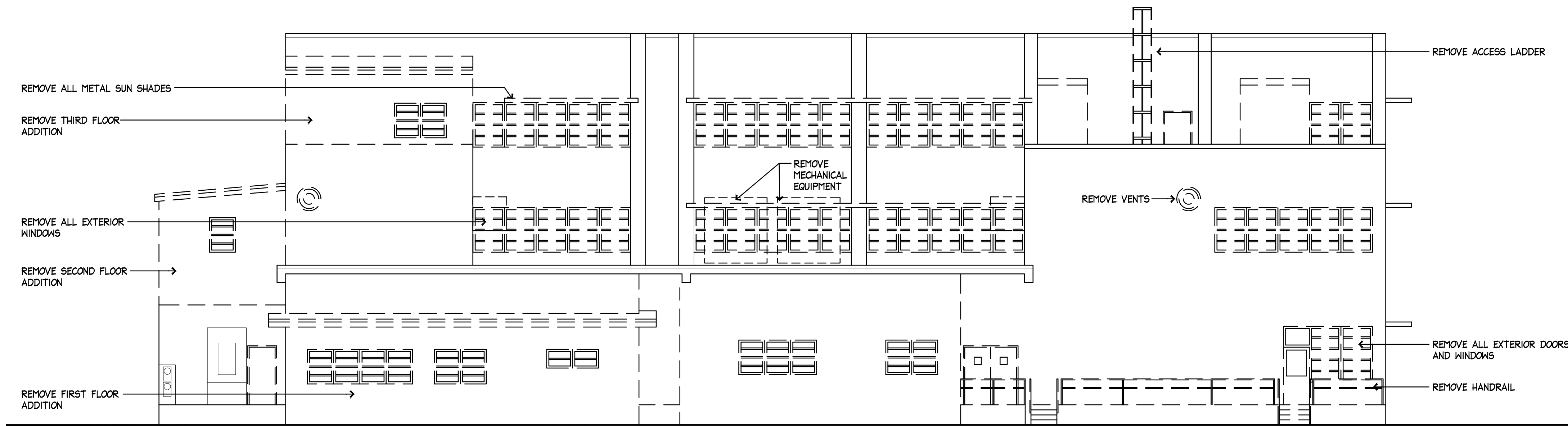


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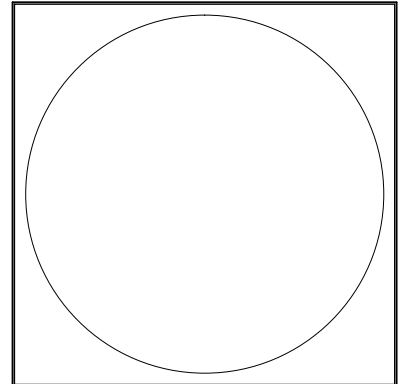


1 DEMOLITION PLAN: SOUTH ELEVATION
 A2.5 SCALE: 1/8"=1'-0"



2 DEMOLITION PLAN: NORTH ELEVATION
 A2.5 SCALE: 1/8"=1'-0"

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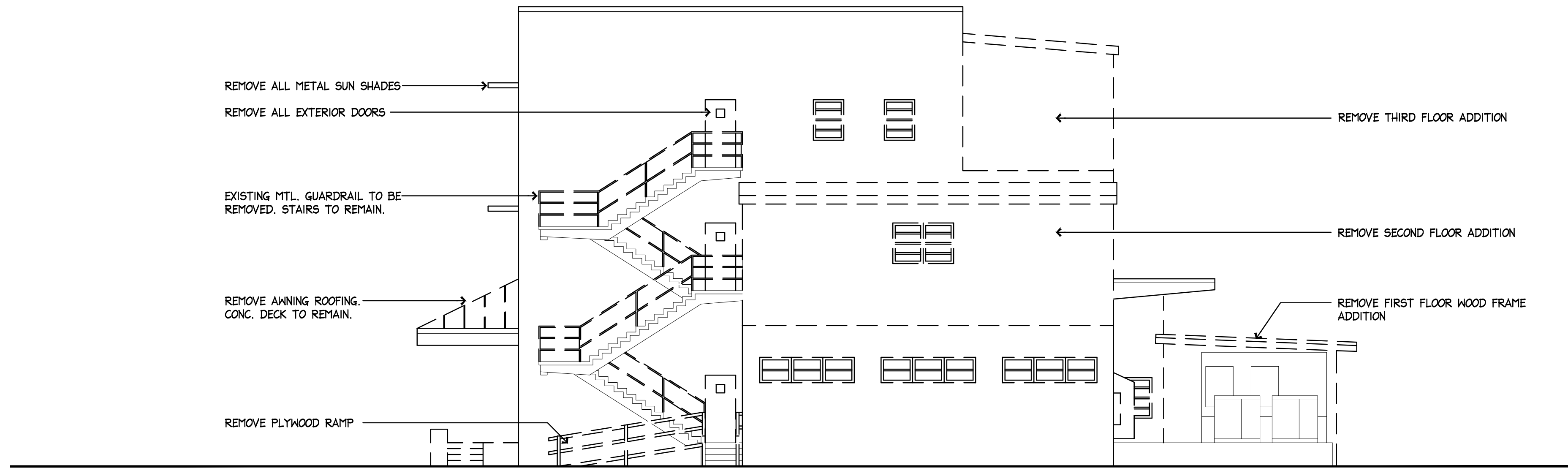
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Project No: 1310
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 Date: 5/01/14

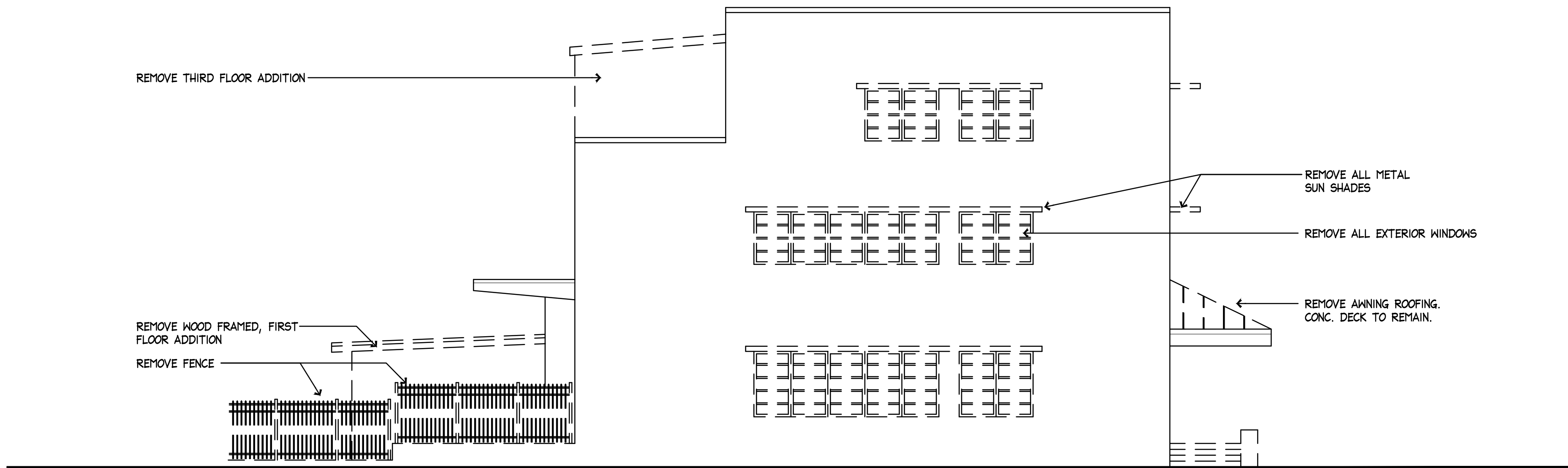
A2.5

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2 DEMOLITION PLAN: EAST ELEVATION
 A2.6 SCALE: 1/8"=1'-0"



2 DEMOLITION PLAN: WEST ELEVATION
 A2.6 SCALE: 1/8"=1'-0"

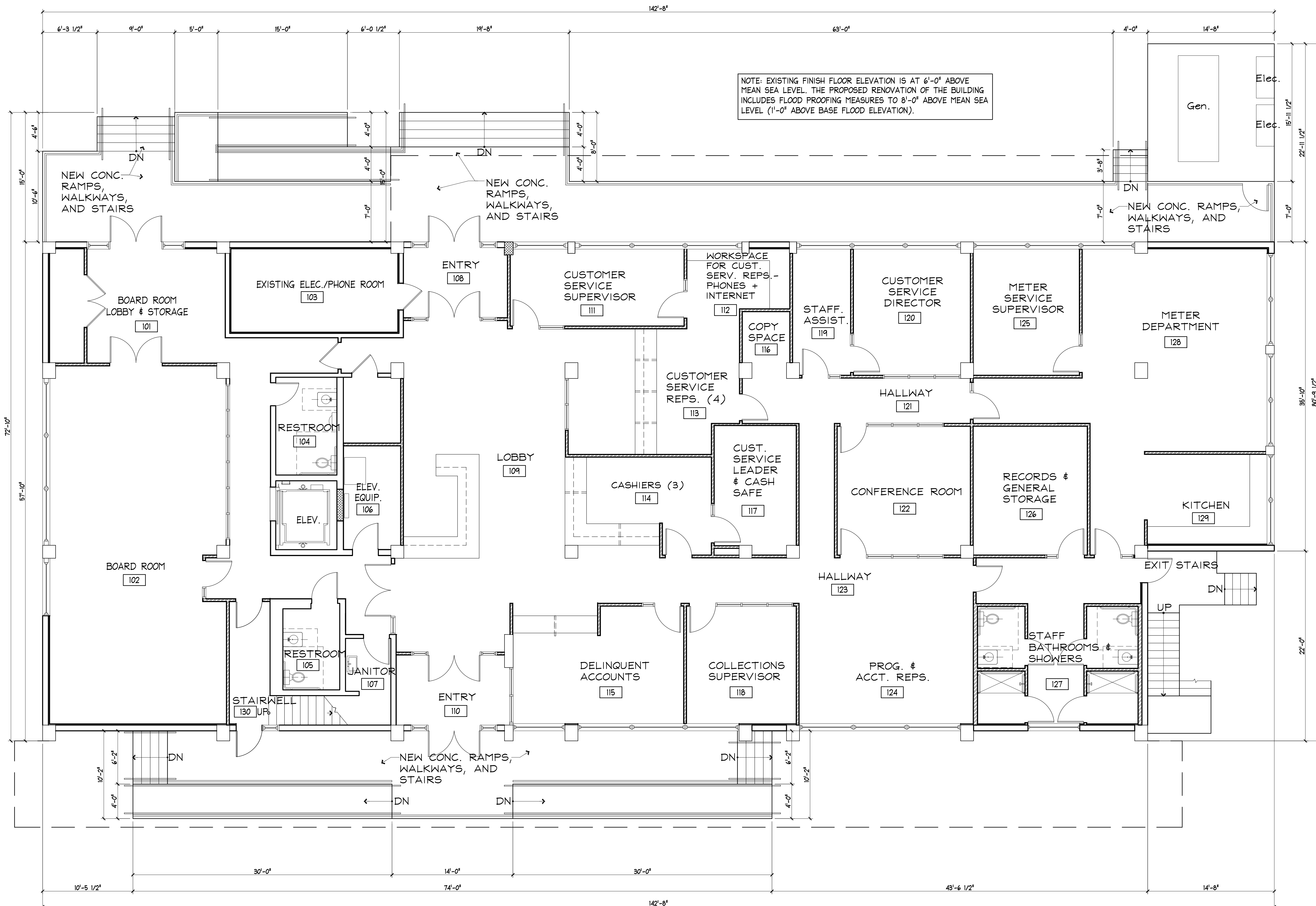
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Project No: 1310
 DEMOLITION ELEVATIONS
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A2.6

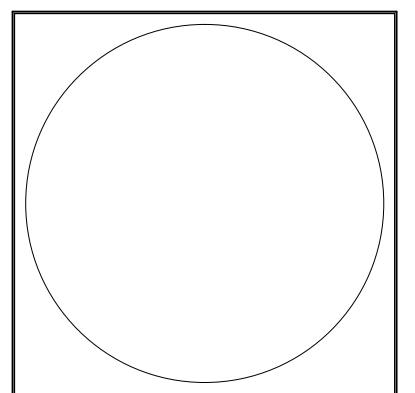


NOTE: EXISTING FINISH FLOOR ELEVATION IS AT 6'-0" ABOVE MEAN SEA LEVEL. THE PROPOSED RENOVATION OF THE BUILDING INCLUDES FLOOD PROOFING MEASURES TO 8'-0" ABOVE MEAN SEA LEVEL (1'-0" ABOVE BASE FLOOD ELEVATION).

1 FIRST FLOOR PLAN
A3.1 SCALE: 3/16"=1'-0"



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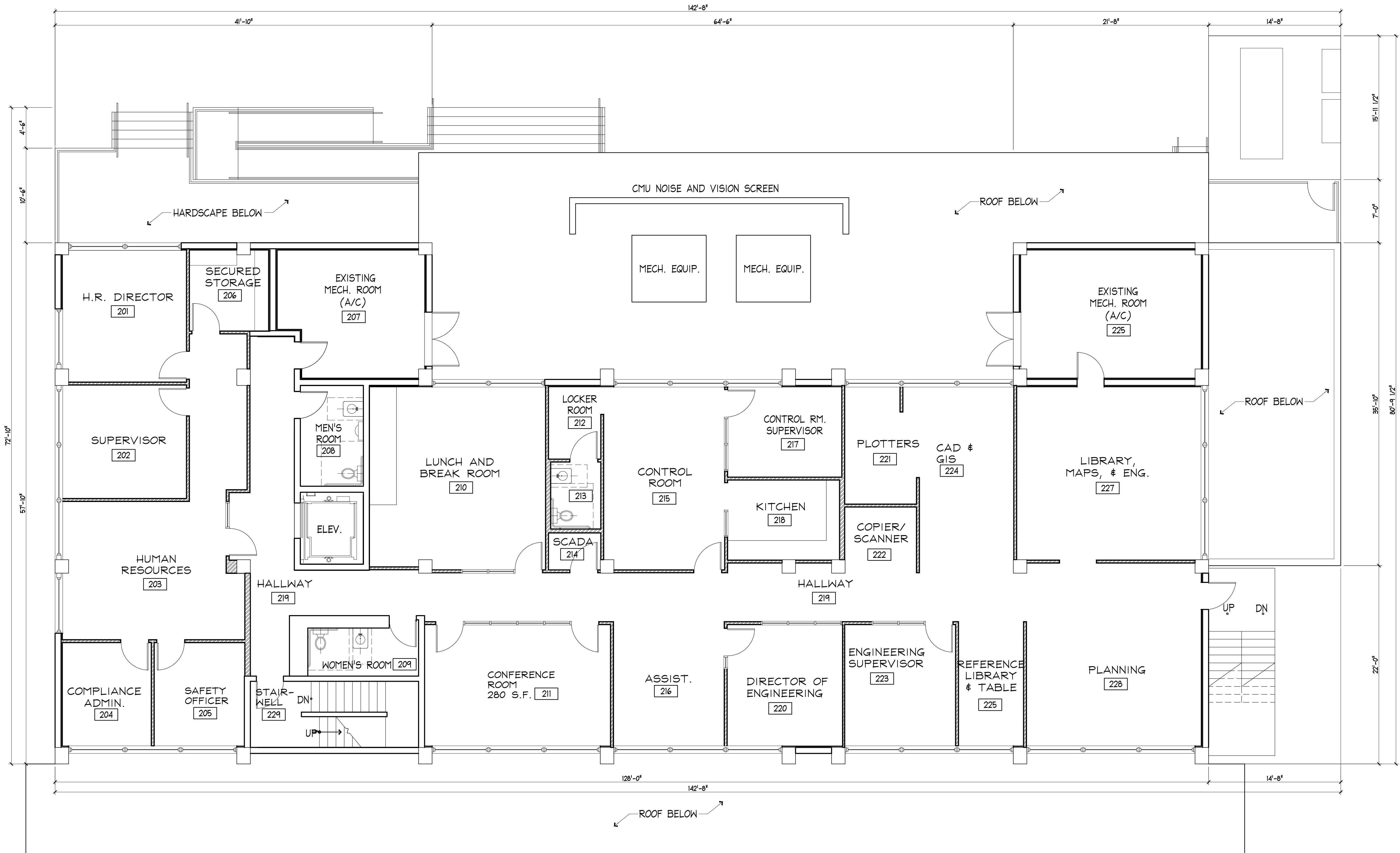


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Project No: 1310
FIRST FLOOR PLAN
Date: 5/01/14

A3.1



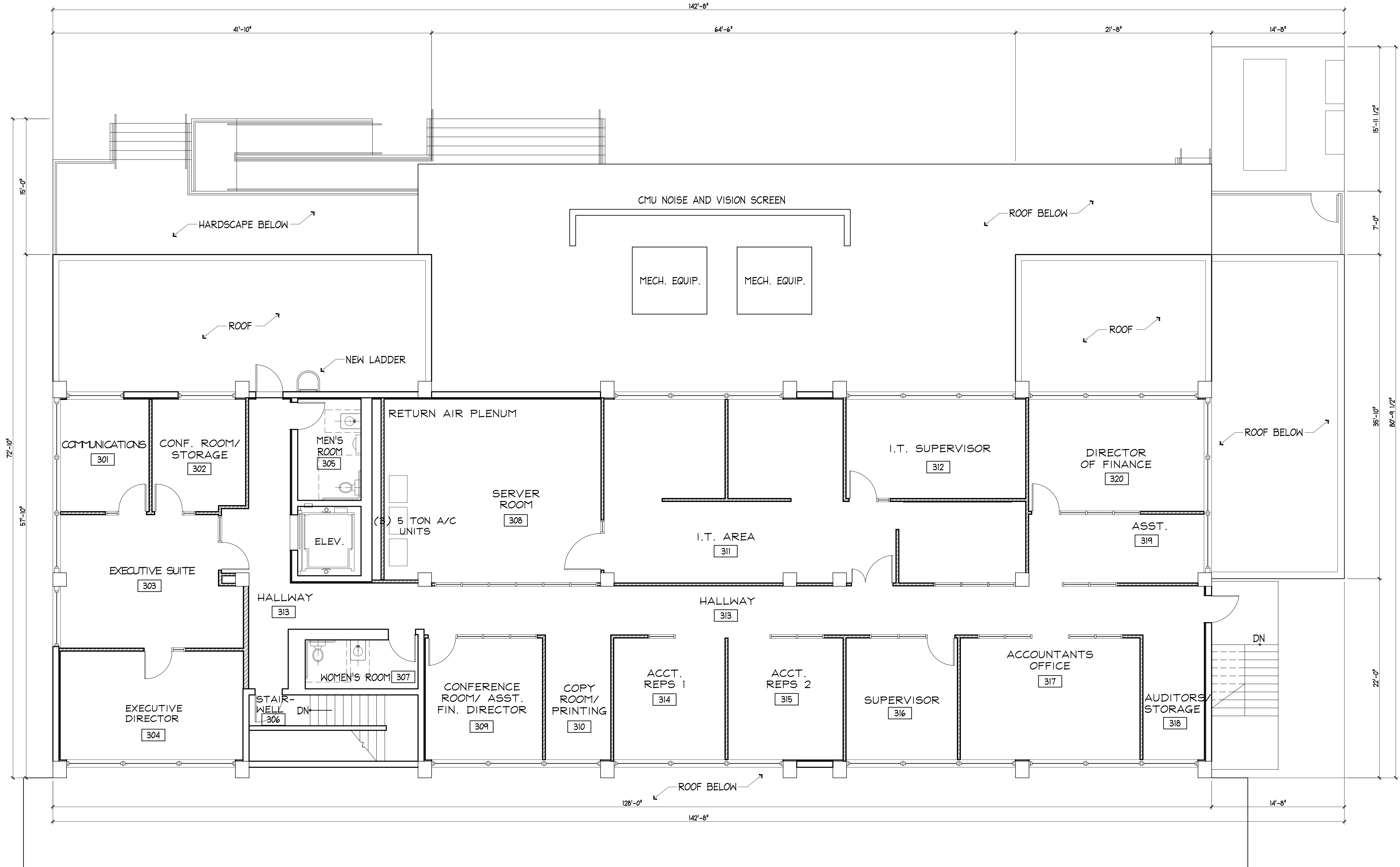
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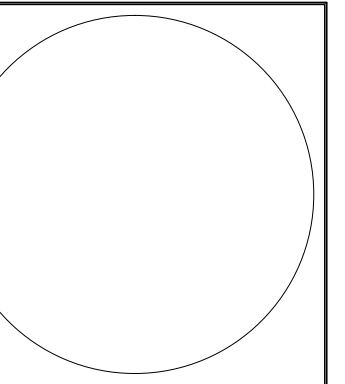
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Project No: 1310
SECOND FLOOR PLAN
Date: 5/01/14

A3.2



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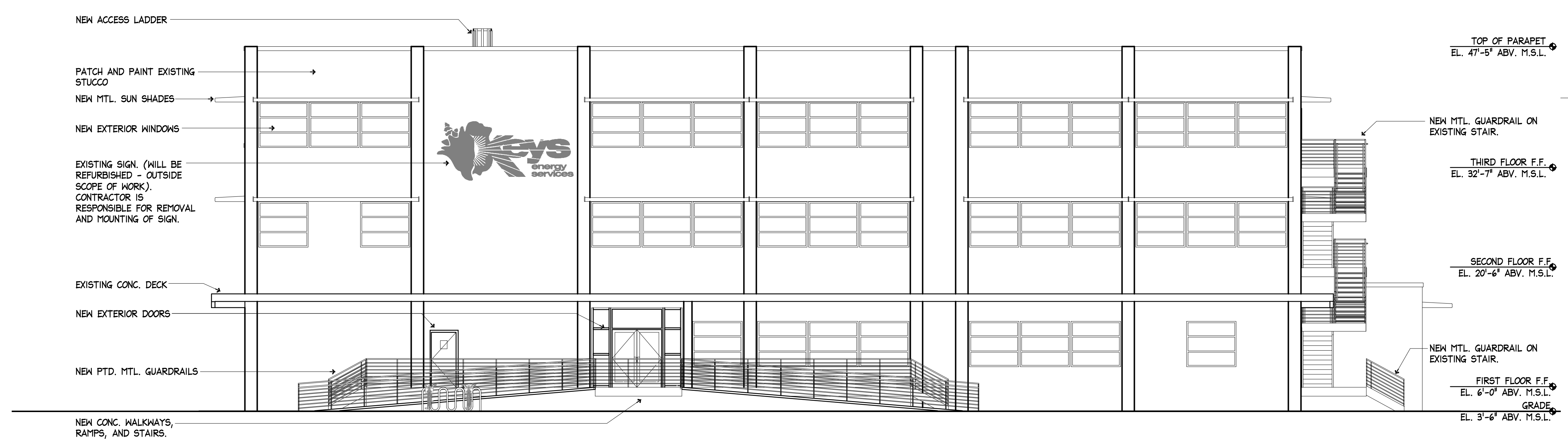
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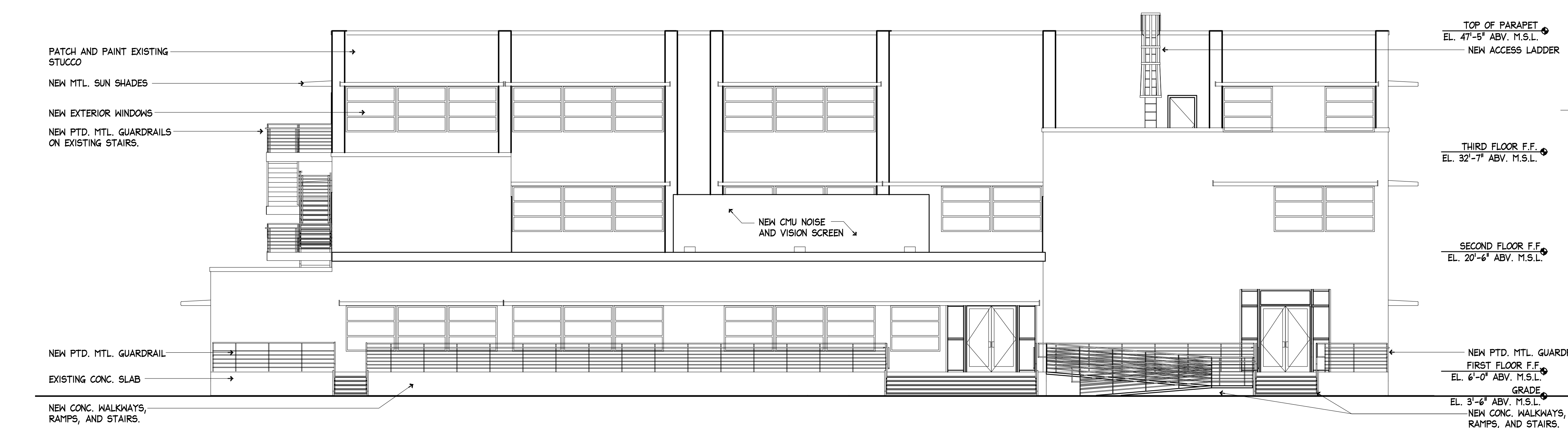
Project No: 1310
 THIRD FLOOR PLAN
 Date: 5/01/14

A3.3

NOTES:
 - THE EXTERIOR OF THE EXISTING BUILDING IS TO RECEIVE A NEW SKIM COAT OF PLASTER OVER THE ENTIRE SURFACE. PATCH AND REPAIR AREAS WHERE SIGNIFICANT PLASTER DAMAGE HAS OCCURRED PRIOR TO APPLYING THE SKIM COAT. SEE ALSO DOOR AND WINDOW DETAILS ON SHEET A--.

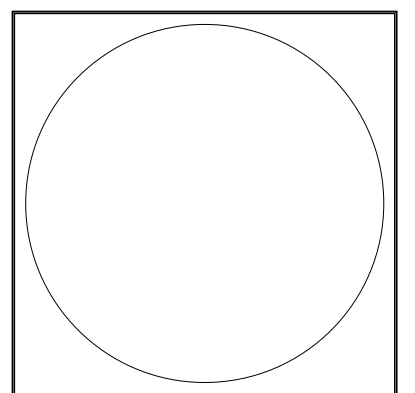


2 SOUTH EXTERIOR ELEVATION
 A6.1 SCALE: 1/8"=1'-0"



1 NORTH EXTERIOR ELEVATION
 A6.1 SCALE: 1/8"=1'-0"

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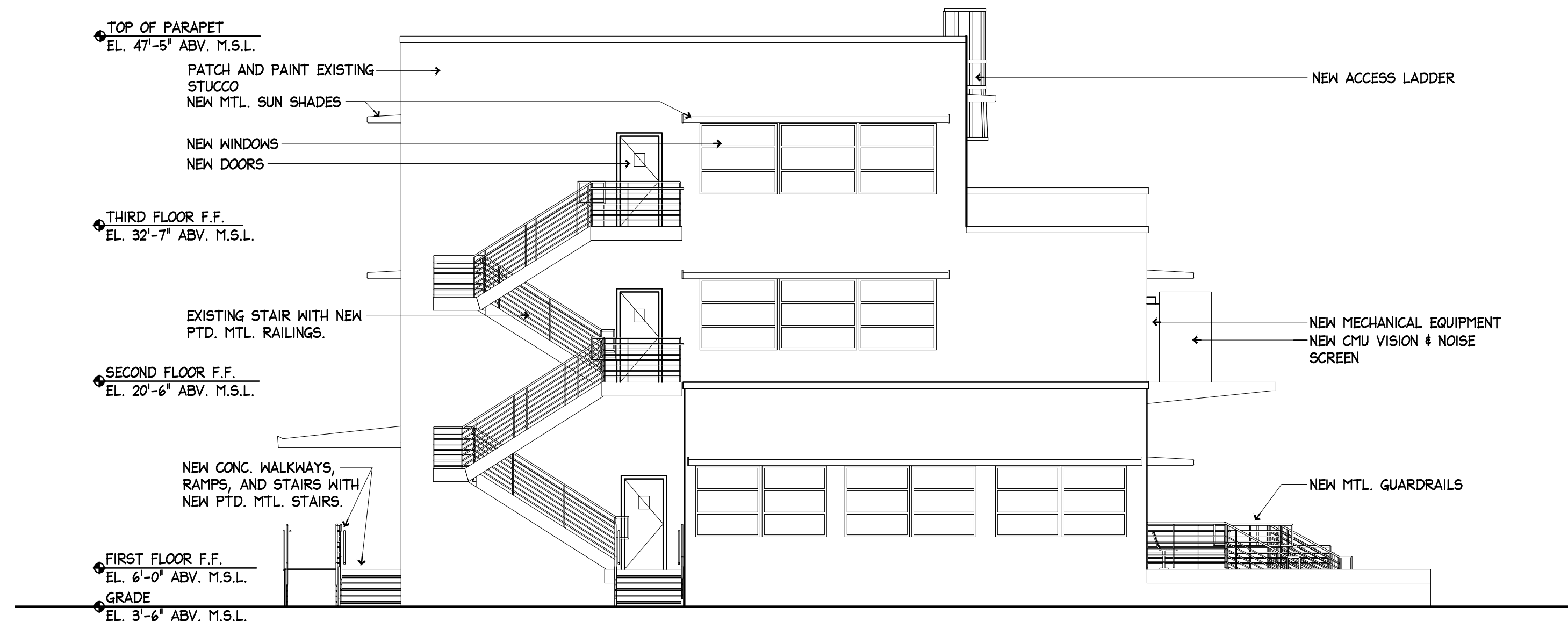
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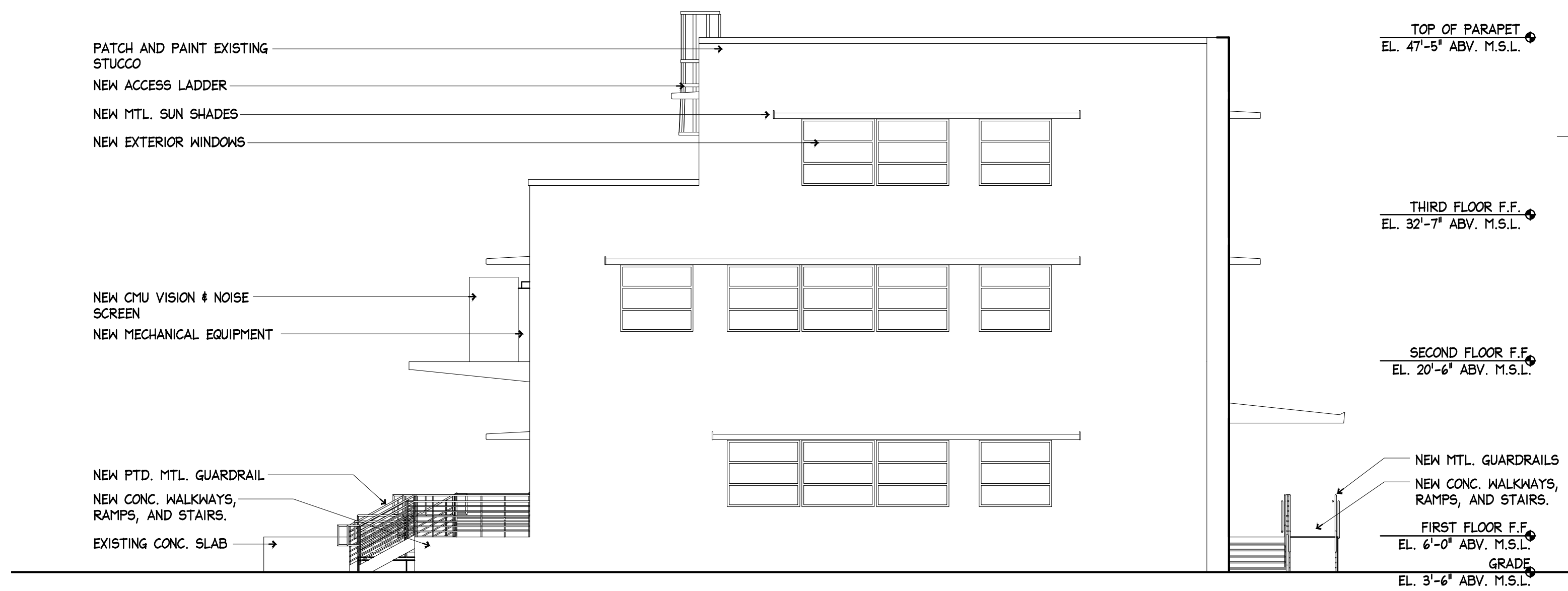
Project No: 1310
 EXTERIOR ELEVATIONS
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A6.1

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2 EAST EXTERIOR ELEVATION
 SCALE: 1/8"=1'-0"



1 WEST EXTERIOR ELEVATION
 SCALE: 1/8"=1'-0"

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Project No: 1310
 EXTERIOR ELEVATIONS
 Date: 5/01/14

A6.2

2010 BUILDING CODE SECTION Occupancy Classification:

Section 304 Offices: Group 'B' Business

Building Area:

Existing Building:	
1st Floor:	8,000 s.f.
2nd Floor:	6,400 s.f.
3rd Floor:	5,600 s.f.
Total:	20,000 s.f.

Table 601 **Construction Type:** Type II-B construction, sprinklered.

Primary structural frame:	0 hours.
Exterior / Interior Bearing walls:	0 hours.
Exterior Non-bearing walls:	0 hours.
Interior Non-bearing walls:	0 hours.
Floor construction / Secondary members:	0 hours.
Roof construction / secondary members:	0 hours.

Table 503 **Allowable Building Heights & Areas:**
 (Automatic sprinkler system increase per Section 504.2)

Group	# Stories Allowed	Area	Blgd. Height
B	4	19,000sf/floor	75'

Table 1004.1.1 **Occupancy Loads:**

Existing Building:	
1st Floor: B Business	8,000 s.f. / 100 gross = 80 persons
2nd floor: B Business	6,400 s.f. / 100 gross = 64 persons
3rd Floor: B Business	5,600 s.f. / 100 gross = 56 persons

Table 707.3.9 **Fire Resistant Separations:**

Group:	Separation:
B- Business	2 hours.

Table 1021.1 **Number of Exits Required:**

Existing Building:	
1st Floor:	2
2nd floor:	2
3rd floor:	2

Table 1016.1 **Exit Access Travel Distance:**

Occupancy Group:	Travel Distance:
B-Business	135' (300' allowable) OK.

Section 1005.1 **Egress Width:**

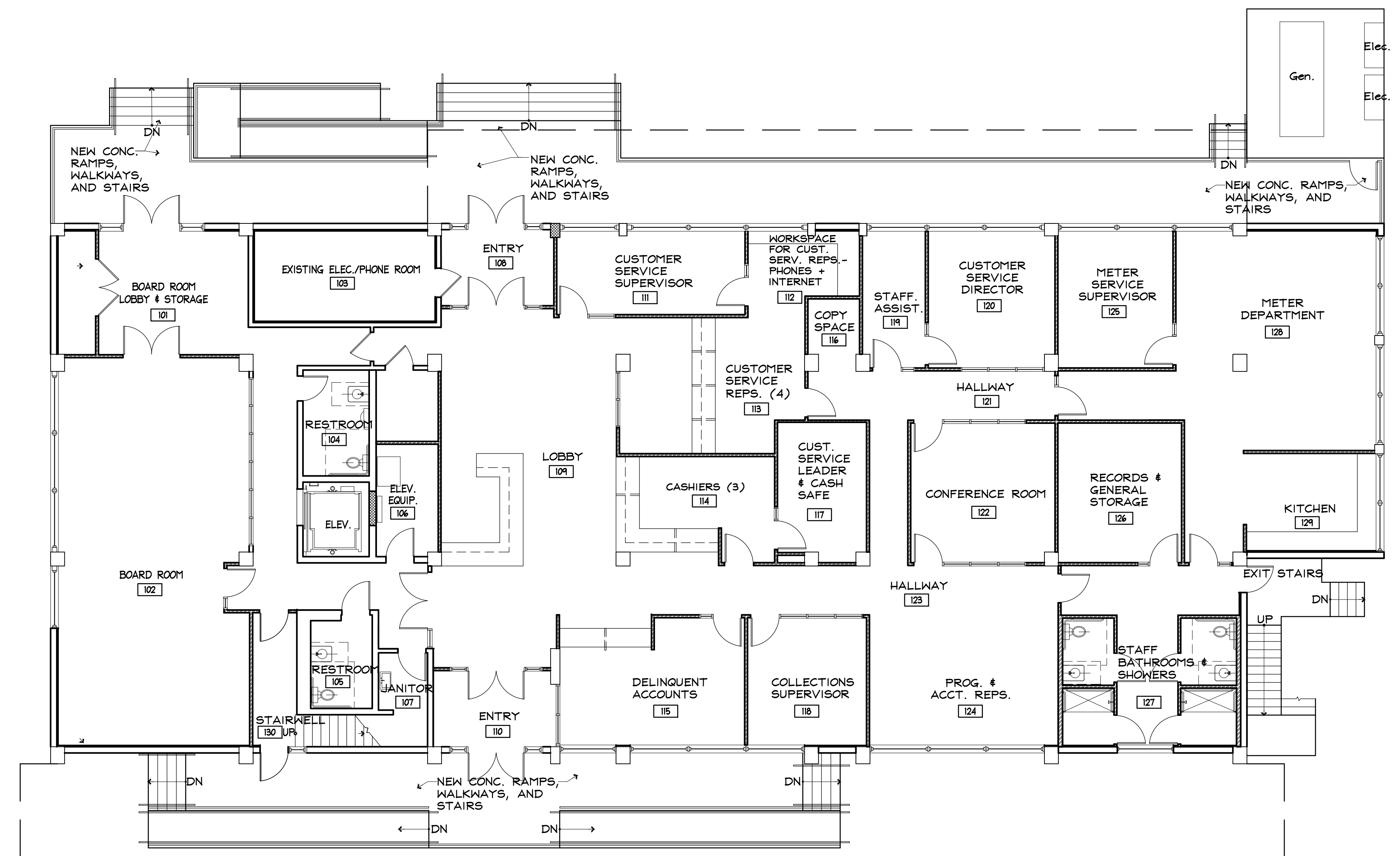
Existing Building:	
1st Floor:	80 persons x .3' = 24' (36' provided)
2nd Floor:	64 persons x .3' = 19.2' (36' provided)
3rd Floor:	56 persons x .3' = 16.8' (36' provided)

Section 1009.1 **Minimum Stair Width:** 44" clear

Section 705.8.1, **Allowable Area of Openings:**
 Exception 2. Buildings whose exterior bearing walls, exterior nonbearing walls and exterior primary structural frame are not required to be fire resistance rated shall be permitted to have unlimited unprotected openings.

Plumbing, Table 405.1 **Plumbing Fixtures:**

Business Occupancy:	1 per 25 for the first 50 and 1 per 50 for the remainder exceeding 50. (--- provided.)
Lavatories:	1 per 40 for the first 80 & 1 per 80 for the remainder. (--- provided.)
Drinking Fountains:	1 per 100. (--- provided)



KEYS ENERGY SERVICES
 1001 JAMES STREET
 Key West, Florida 33040

410 Angela Street
 Key West, Florida 33040
 Telephone (305) 296-1347
 Facsimile (305) 296-2727
 Florida License AAC002022

Bender & Associates
ARCHITECTS p.a.

Project No: 1310
LIFE SAFETY PLAN
 Date: 5/01/14

A13.1



2010 BUILDING CODE SECTION Occupancy Classification:

Section 304 Offices: Group 'B' Business

Building Area:

Existing Building:	
1st Floor:	8,000 s.f.
2nd Floor:	6,400 s.f.
3rd Floor:	5,600 s.f.
Total:	20,000 s.f.

Table 601 **Construction Type:** Type II-B construction, sprinklered.

Primary structural frame:	0 hours.
Exterior / Interior Bearing walls:	0 hours.
Exterior Non-bearing walls:	0 hours.
Interior Non-bearing walls:	0 hours.
Floor construction / Secondary members:	0 hours.
Roof construction / secondary members:	0 hours.

Table 503 **Allowable Building Heights & Areas:**
 (Automatic sprinkler system increase per Section 504.2)

Group	# Stories Allowed	Area	Blgd. Height
B	4	19,000sf/floor	75'

Table 1004.1.1 **Occupancy Loads:**

Existing Building:	
1st Floor: B Business	8,000 s.f. / 100 gross = 80 persons
2nd floor: B Business	6,400 s.f. / 100 gross = 64 persons
3rd Floor: B Business	5,600 s.f. / 100 gross = 56 persons

Table 707.3.9 **Fire Resistant Separations:**

Group:	Separation:
B- Business	2 hours.

Table 1021.1 **Number of Exits Required:**

Existing Building:	
1st Floor:	2
2nd floor:	2
3rd floor:	2

Table 1016.1 **Exit Access Travel Distance:**

Occupancy Group:	Travel Distance:
B-Business	135' (300' allowable) OK.

Section 1005.1 **Egress Width:**

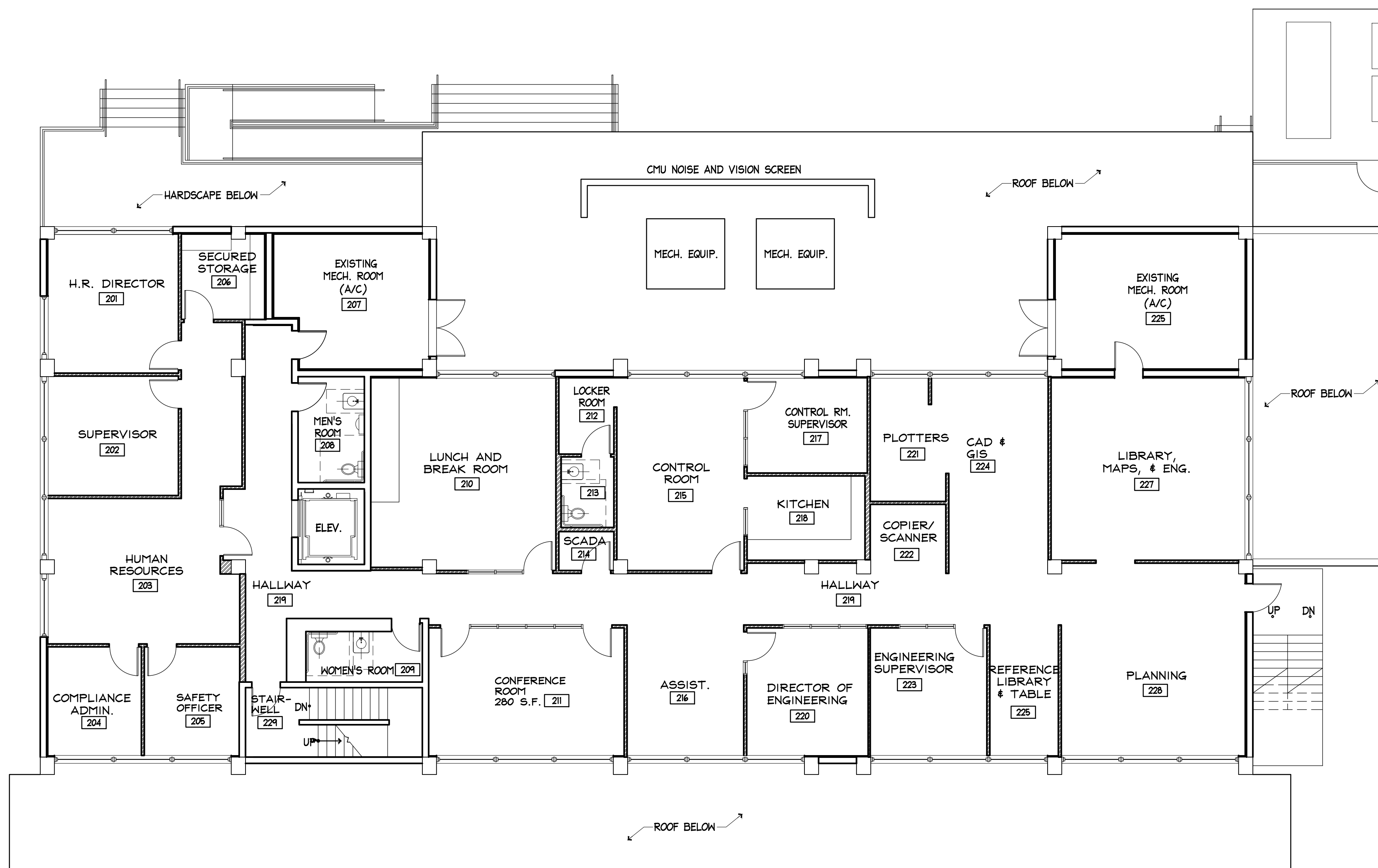
Existing Building:	
1st Floor: 80 persons x .3' = 24' (36' provided)	
2nd Floor: 64 persons x .3' = 19.2' (36' provided)	
3rd Floor: 56 persons x .3' = 16.8' (36' provided)	

Section 1009.1 **Minimum Stair Width:** 44" clear

Section 705.8.1, **Allowable Area of Openings:**
 Exception 2. Buildings whose exterior bearing walls, exterior nonbearing walls and exterior primary structural frame are not required to be fire resistance rated shall be permitted to have unlimited unprotected openings.

Plumbing, Table 405.1 **Plumbing Fixtures:**

Business Occupancy:	1 per 25 for the first 50 and 1 per 50 for the remainder exceeding 50. (--- provided.)
Water Closets:	1 per 40 for the first 80 & 1 per 80 for the remainder. (--- provided.)
Lavatories:	1 per 40 for the first 80 & 1 per 80 for the remainder. (--- provided.)
Drinking Fountains:	1 per 100. (--- provided)



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 p.a.

Project No: 1310
LIFE SAFETY PLAN
 Date: 5/01/14

A13.2



2010 BUILDING CODE SECTION Occupancy Classification:

Section 304 Offices: Group 'B' Business

Building Area:

Existing Building:	
1st Floor:	8,000 s.f.
2nd Floor:	6,400 s.f.
3rd Floor:	5,600 s.f.
Total:	20,000 s.f.

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Exterior Non-bearing walls:	0 hours.
Interior Non-bearing walls:	0 hours.
Floor construction / Secondary members:	0 hours.
Roof construction / secondary members:	0 hours.

Table 503 **Allowable Building Heights & Areas:**
 (Automatic sprinkler system increase per Section 504.2)

Group	# Stories Allowed	Area	Blgd. Height
B	4	19,000sf/floor	75'

Table 1004.1.1 **Occupancy Loads:**

Existing Building:	
1st Floor: B Business	8,000 s.f. / 100 gross = 80 persons
2nd floor: B Business	6,400 s.f. / 100 gross = 64 persons
3rd Floor: B Business	5,600 s.f. / 100 gross = 56 persons

Table 707.3.9 **Fire Resistant Separations:**

Group:	Separation:
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Table 1021.1 **Number of Exits Required:**

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Occupancy Group:	Travel Distance:
B-Business	135' (300' allowable) OK.

Section 1005.1 **Egress Width:**

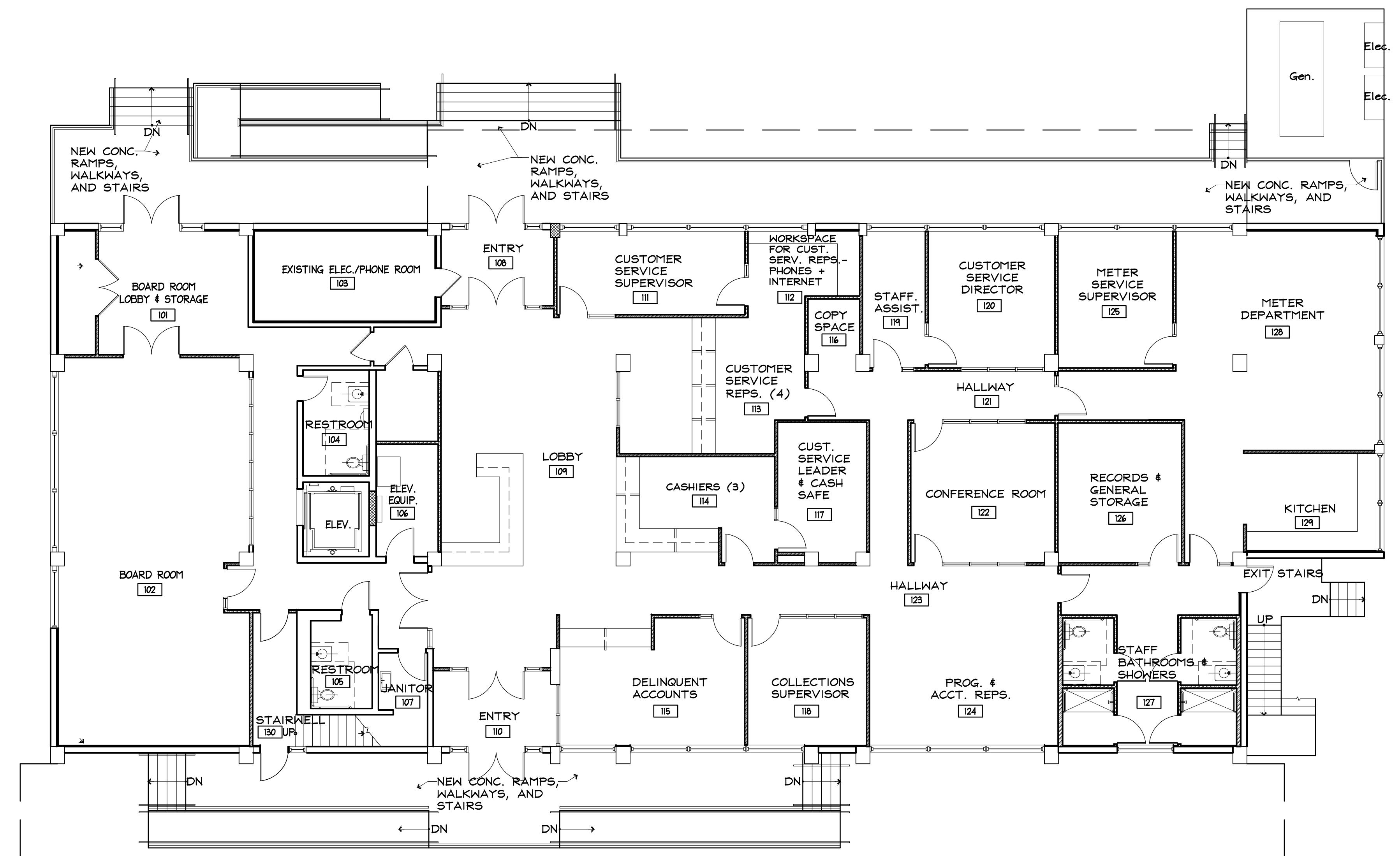
Existing Building:	
1st Floor:	80 persons x .3' = 24' (36' provided)
2nd Floor:	64 persons x .3' = 19.2' (36' provided)
3rd Floor:	56 persons x .3' = 16.8' (36' provided)

Section 1009.1 **Minimum Stair Width:** 44" clear

Section 705.8.1, **Allowable Area of Openings:**
 Exception 2. Buildings whose exterior bearing walls, exterior nonbearing walls and exterior primary structural frame are not required to be fire resistance rated shall be permitted to have unlimited unprotected openings.

Plumbing, Table 405.1 **Plumbing Fixtures:**

Business Occupancy:	1 per 25 for the first 50 and 1 per 50 for the remainder exceeding 50. (--- provided.)
Lavatories:	1 per 40 for the first 80 & 1 per 80 for the remainder. (--- provided.)
Drinking Fountains:	1 per 100. (--- provided)



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A13.3



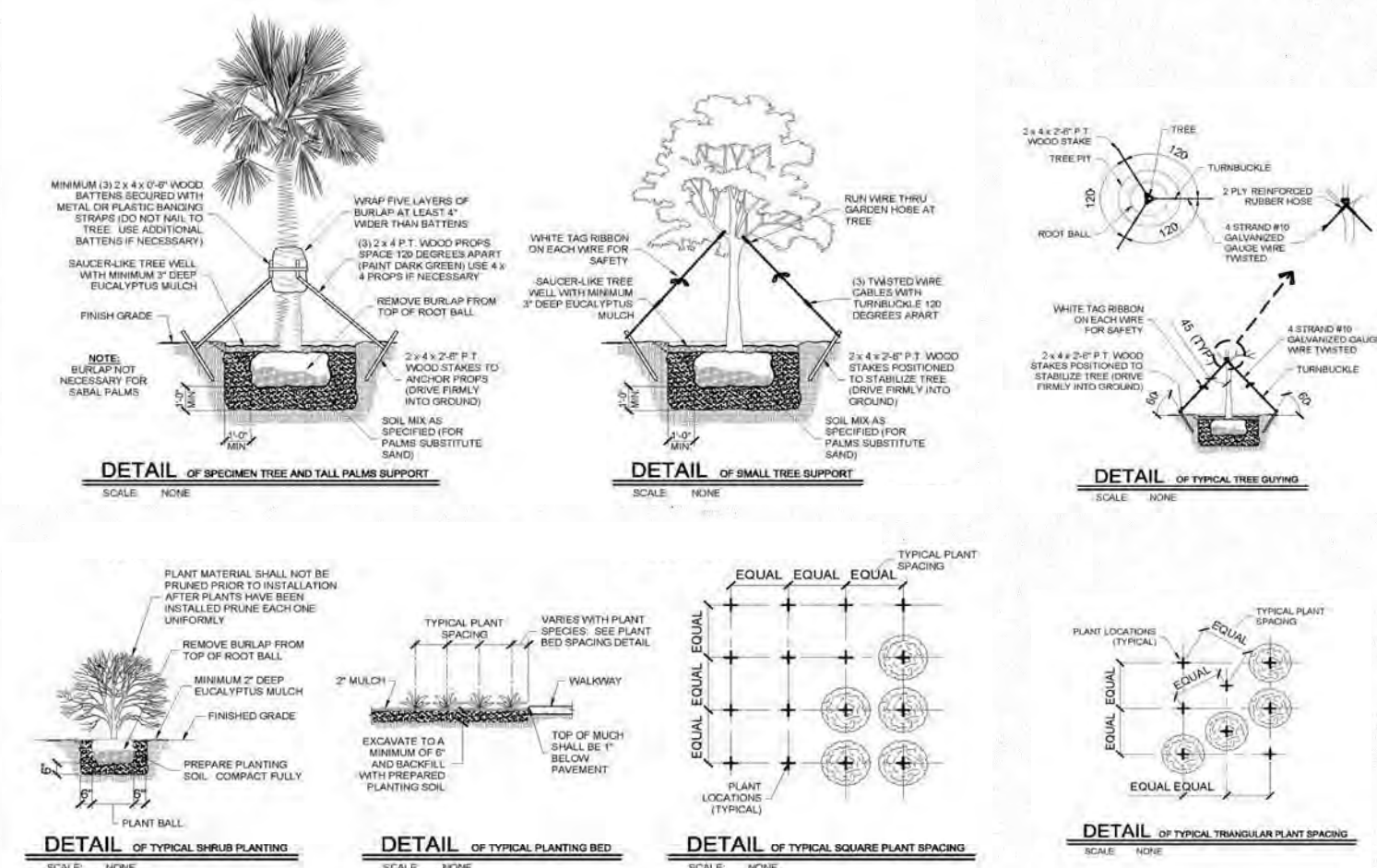
GENERAL LANDSCAPE NOTES:

- Changes may occur during the normal course of implementation. Verbal change orders will not be honored. Any changes must be submitted to landscape architect in writing as a change order to be reviewed and approved in writing by owner/client.
- All newly planted areas to receive 100% coverage by automatic irrigation system (drip preferred) unless otherwise directed by OWNER. Landscape contractor to coordinate installation of irrigation system with irrigation contractor. Irrigation time clock to be **HARD WIRED** on completion - responsibility of irrigation contractor. Landscape contractor to hand water or arrange for watering during planting until irrigation system is 100% operable. This is the responsibility of the landscape contractor.
- Landscape contractor to become familiar with the scope of work as well as the site, digging conditions, and any obstacles prior to bidding.
- Landscape contractor shall locate and verify all underground utilities prior to digging.
- All Plant material is to be Florida No. 1 or better. Florida Department of Agriculture Grades and Standards, Parts I & II, 1975, respectively.
- All trees to be staked in a good workmanlike manner. No nail staking permitted. (Refer to planting details)
- Landscape plan shall be installed in compliance with all local codes.
- All tree holes to be back filled around and under root ball with washed beach sand. All shrub beds to be installed with washed beach sand. (See spec)
- All trees, shrubs and ground covers shall be guaranteed for six months from date of final acceptance. All palms are to be guaranteed for one year.
- All planting beds shall be weed and grass free.
- All trees, palms, shrubs and ground cover plants shall be fertilized at installation according to manufacturers' recommendations. Type and amount of fertilizer is up to discretion of Landscape Contractor in order to avoid "burn" on plants that may already contain fertilizer from nursery and ensure proper establishment to maintain contractors warranty.
- Planting plan shall take precedence over plant list in case of discrepancies.
- No change shall be made without prior consent of Landscape Architect.
- All material shall be subject to availability at time of installation. Substitutions may be made after consultation with Landscape Architect.
- Landscape Contractor to coordinate his work with the General Contractor, Irrigation Contractor, and the Electrical Contractor.
- All existing plant material to remain shall be protected.
- All trees to be relocated will get root pruned 30 days min. (or more if required by the species). Upon relocation, thin out 30% of the relocated trees' canopy.
- After removal or relocation of existing trees and palms, backfill tree pit with washed beach sand, and sod disturbed area, if required.
- All trees on sod area shall receive a mulch ring 2" in diameter typical.
- All trees shall have 2" caliper at D.B.H. minimum for a 10' height tree.
- All 1 gallon material to have 12" spread minimum, all 3 gallon material to have 20-24" spread minimum.
- Landscape contractor to be County and City licensed where work is to be performed. Liability and Workman's comp insurance is required for each and every employee to be on-site at any time during implementation. Paperwork to this effect to be provided on request within 2 business days.

IRRIGATION NOTES:

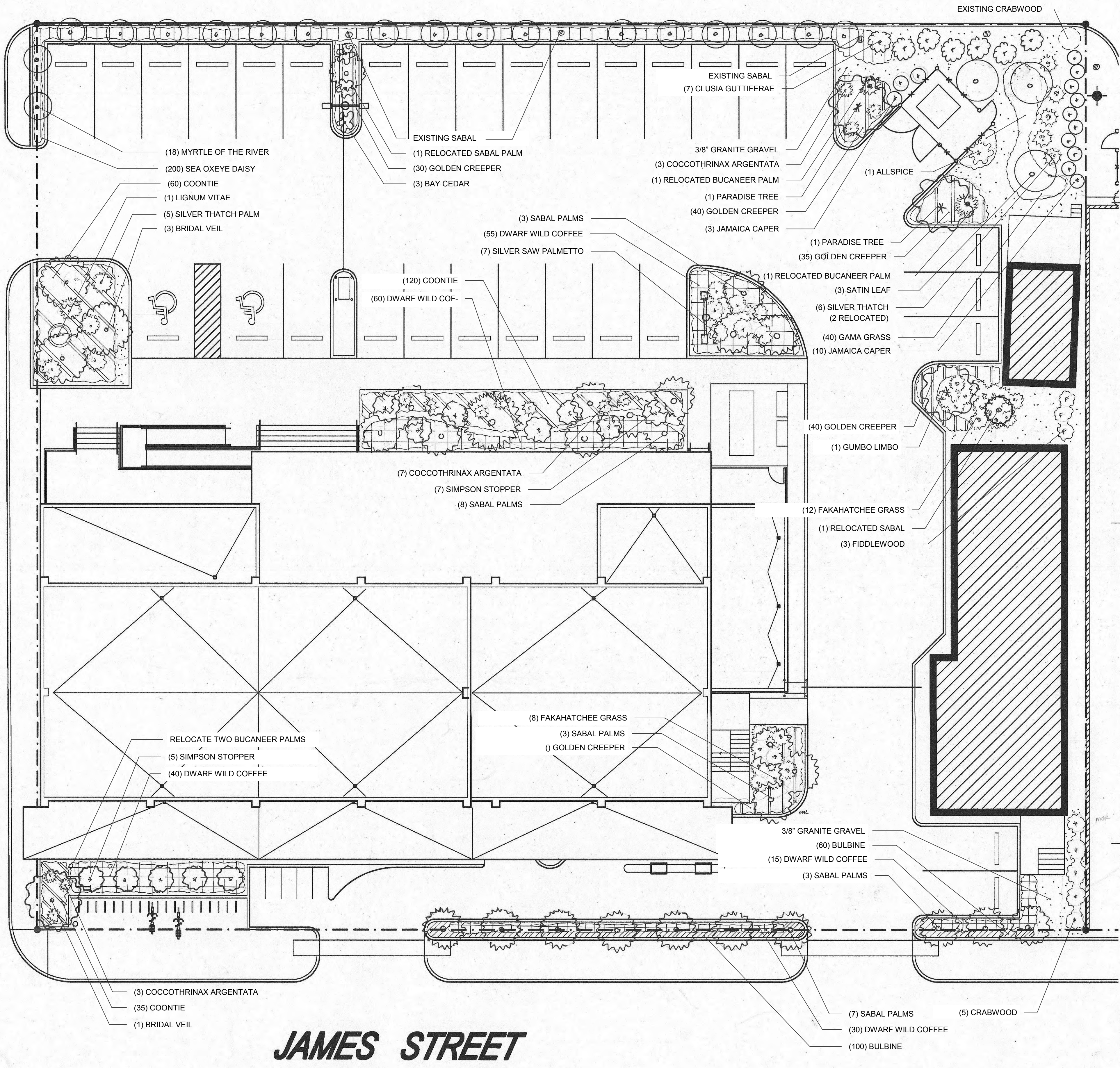
- All Lady Palms (*Rhapis spp.*), Heliconia, and Bamboos to have single bubbler. All Major Palms to have two bubblers on opposing sides of root ball. Bubblers to be hidden from view.
- Irrigation contractor to coordinate location of main lines with Landscape Contractor prior to implementation. Avoid root balls of trees and large plant materials. Refer to landscape drawings.
- All pipe to be PVC schedule 40, 8" minimum cover.
- All heads installed on flexible PVC pipe and fittings.
- Pressurized backflow, rain switch, and multi-programmable controller with battery backup required.
- All crossings under permanent concrete to be sleeved two times the sprinkler pipe size with schedule 40 PVC.
- All valves to have flow control and be installed in green valve boxes with room to work in future.
- All valve boxes to be located away from walkways, garden paths, and groundcovers - keep to back of beds.
- All sprinklers to be commercial grade Toro 570 Series 4" and 12" and installed out of sight.
- Irrigation contractor to measure water available on-site and use no more than 75% of available GPM.
- Water connection to the house, including shut-off valves, shall not be altered by pressurized backflow.
- All wire splices to be in valve boxes and clearly labeled at back of time clock. All wire splices to be installed with water proof connections.
- 2 spare wires to be run to the last valve in each direction.
- Controller to be hard-wired at time of completion and included in irrigation contractors bid.
- System to provide 100% controlled coverage on completion. Additions/modifications from irrigation plan may be necessary.
- Irrigation contractor to be County and City licensed where work is to be performed. Liability and Workman's comp insurance is required for each and every employee to be on-site at any time during implementation. Paperwork to this effect to be provided on request within 2 business days.

END



Qty.	Botanical Name	Common Name	Specifications
TREES AND PALMS			
1	<i>Bursera simaruba</i>	Gumbo Limbo	12-14' PH
4	<i>Caesalpinia grandiflora</i>	Bridal Veil	10' PH x 4' spread, specimens
18	<i>Calyptranthes zuzuygium</i>	Myrtle of the River	8' PH
3	<i>Chrysophyllum oliviforme</i>	Satin Leaf	45 gallon, FF#1
7	<i>Clusia guttiferae</i>	Dwarf Pitch Apple	5' PH
13	<i>Coccothrinax argenatata</i>	Florida Silver Palm	2' PH minimum
1	<i>Guaiacum sanctum</i>	Lignum Vitae	5' PH, specimen
12	<i>Mycianthes fragrans</i>	Simpson Stopper	5' PH, multi trunk
1	<i>Pimenta dioica</i>	Allspice	5' PH
24	<i>Sabal palmetto</i>	Sabal Palm	14-18' CT, slicks, regenerated with leans
7	<i>Serenoa repens</i>	Silver Saw Palmetto	3' x 3'
2	<i>Simarouba glauca</i>	Paradise Tree	14' PH, FF#1
9	<i>Thrinax morrisii</i>	Silver Thatch Palm	4' PH
SHRUBS AND GROUNDCOVERS			
200	<i>Borrichia arborescens</i>	Sea Oxeye Daisy	1 gallon
150	<i>Bulbine frutescens</i>	Bulbine	1 gallon
13	<i>Capparis cynophallophora</i>	Jamaica Caper	5' PH
3	<i>Citharexylum fruticosum</i>	Fiddlewood	4' PH
185	<i>Ernodea littoralis</i>	Golden Creeper	1 gallon
5	<i>Gymnanthes lucida</i>	Crabwood	5' PH
200	<i>Psychotria ligustrifolia</i>	DWARF Wild Coffee	3 gallon, full
3	<i>Suniana maritima</i>	Bay Cedar	3' PH
40	<i>Tripsacum floridanum</i>	Gama Grass	1 gallon
20	<i>Tripsacum dactyloides</i>	Fakahatchee Grass	1 gallon
215	<i>Zamia floridana</i>	Coontie	3 gallon, full
ADDITIONAL ITEMS			
TBD	<i>Eucalyptus Mulch</i>		1" minimum
TBD	Planting soil		50/50 sand/soil mix
TBD	3/8" granite gravel		2" minimum

GRINNELL STREET



JAMES STREET

CRAIG REYNOLDS
 landscape architecture
 CRAIGREYNOLDS.net 305.292.7243
 817 Duval Street Suite 204 Key West Florida 33040

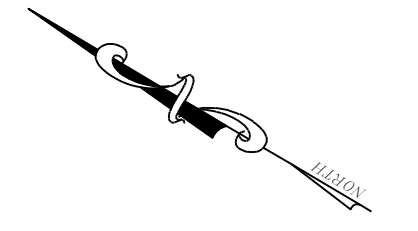
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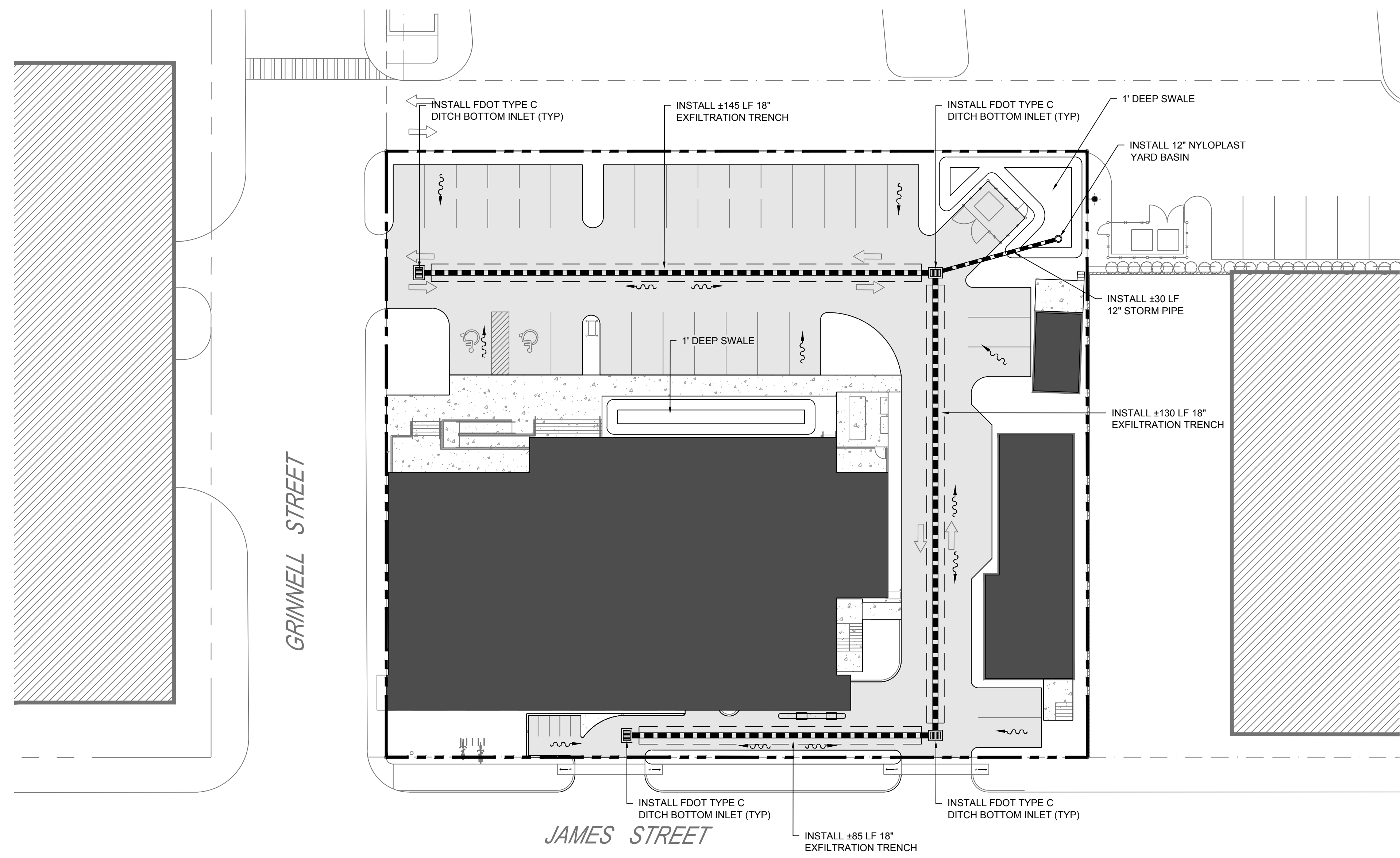
L-1



SCALE 1"=30'
 BAR IS TWO INCHES ON ORIGINAL DRAWINGS IF NOT TWO INCHES ON THIS SHEET ADJUST SCALES ACCORDINGLY

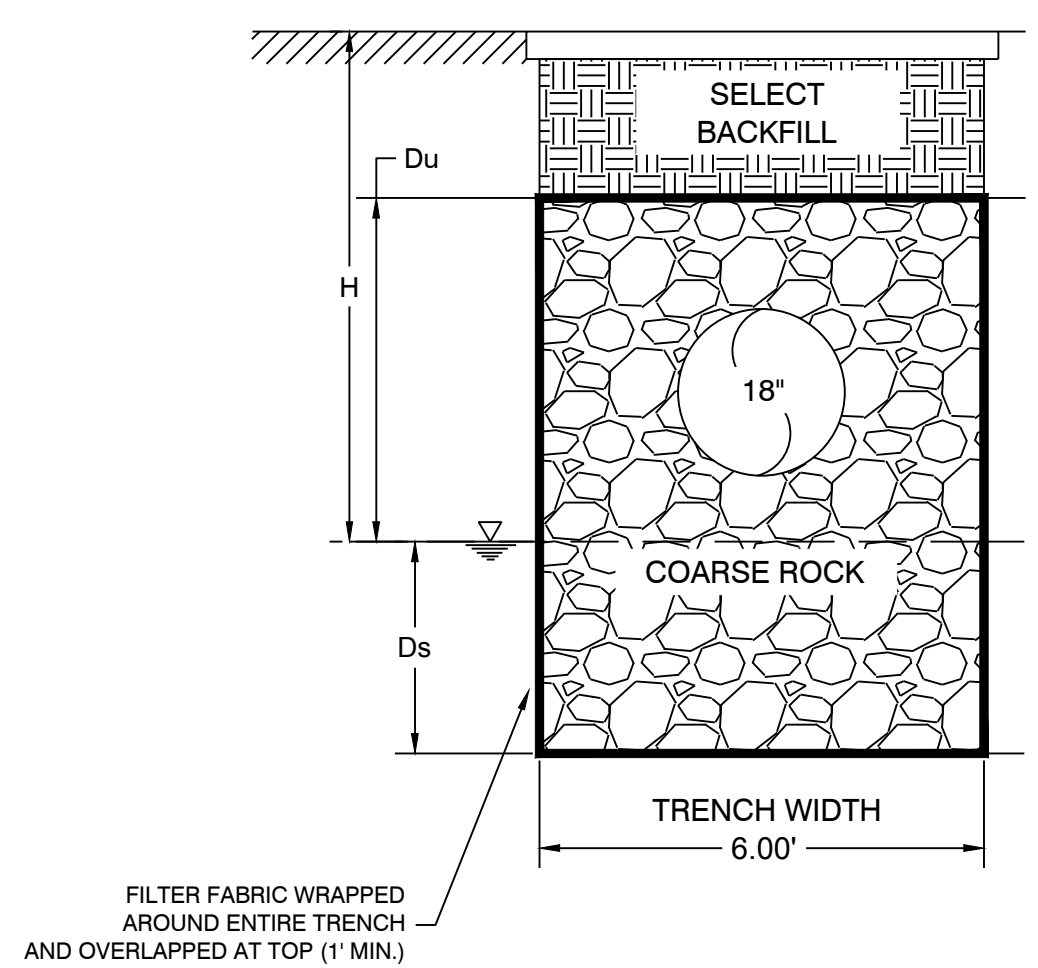
LEGEND	
	PROJECT LIMITS
	ASPHALT PAVEMENT
	CONCRETE
	ROOF AREA
	DRY RETENTION AREA
	STORMWATER FLOW

NOTE: SYMBOLS IN LEGEND ARE NOT TO SCALE



Water Quantity Calculations - 25yr/72hr Design Storm			
<i>Water Quantity - Predevelopment</i>			
Project Area	A =	0.794	ac
Pervious Area		0.049	ac
Impervious Area		0.746	ac
% Impervious		93.88%	
Rainfall for 25yr/24hr event	P ₂₄ =	9	in
Rainfall for 25yr/3day event	P ₇₂ =	12.23	in
Depth to Water Table		2	ft
Predeveloped Available Storage		1.88	in
Soil Storage	S =	0.12	in
Q _{pre} = (P ₇₂ - 0.2S) ² / (P ₇₂ + 0.8S)	Q _{pre} =	12.09	in
Runoff Volume from 25 year/ 3 day storm	V _{25yr/72hr} =	9.61	ac-in
<i>Water Quantity - Postdevelopment</i>			
Project Area	A =	0.794	ac
Pervious Area		0.143	ac
Impervious Area		0.652	ac
% Impervious		82.0%	
Rainfall for 25yr/24hr event	P ₂₄ =	9	in
Rainfall for 25yr/3day event	P ₇₂ =	12.23	in
Depth to Water Table		2	ft
Developed Available Storage		1.88	in
Soil Storage	S =	0.34	in
Q _{post} = (P ₂₄ - 0.2S) ² / (P ₂₄ + 0.8S)	Q _{post} =	11.83	in
Runoff Volume from 25 year/ 3 day storm	V _{25yr/72hr} =	9.40	ac-in
<i>Postdevelopment - Predevelopment</i>			
Q _{pre-post} = Q _{post} - Q _{pre}	Q _{pre-post} =	-0.26	in
Pre/Post Volume = Q _{pre-post} x A	V _{pre-post} =	-0.21	ac-in

Water Quality Calculations - 25yr/72hr Design Storm			
<i>Water Quality</i>			
Project Area	0.794	ac	34,605
Surface Water	0.000	ac	0
Roof Area	0.275	ac	11,992
Pavement/Walkways	0.376	ac	16,389
Pervious area	0.143	ac	6,224
Impervious area for water Quality (Site area for Water Quality - Pervious area)	0.376	ac	16,389
% Impervious	47%		
A) One inch of runoff from project area	0.794	ac-in	
B) 2.5 inches times percent impervious (2.5 x percent impervious x (site area - surface water))	0.941	ac-in	
<i>Comparison of Water Quality Methods</i>			
	0.794	<	0.941
	ac-in		ac-in
Total Volume Required	0.941	ac-in	3,414
Swale Volume Provided	0.252	ac-in	913
Exfiltration Provided	0.689	ac-in	2,501
Total Provided	0.941	ac-in	3,414



Exfiltration Trench Design	
Required trench length (L) =	V / K
K (H ² W + 2H ² Du - Du ² + 2H ² Ds) + 1.39x10 ⁻⁴ (W)(Du)	
Hydraulic Conductivity, K =	0.0000145
H =	3 ft
W =	6 ft
Du =	1.5 ft
Ds =	3.5 ft
Volume of Trench, V =	0.689 ac-in
Trench Length Required =	360 FT
Trench Length Provided =	360 FT

CIVIL ENGINEERING • REGULATORY PERMITTING • CONSTRUCTION MANAGEMENT
PEREZ ENGINEERING & DEVELOPMENT, INC.
 1010 EAST KENNEDY DRIVE, SUITE 201
 KEY WEST, FLORIDA 33040
 TEL: (305) 293-9140 FAX: (305) 293-0243
 CERTIFICATE OF AUTHORIZATION NO. 8979
 ALLEN E. PEREZ, P.E.
 Florida P.E. NO. 51468
 April 25, 2014
 ORIGINAL: APRIL 2014
 REVISIONS:
 1
 2
 3
 4
 5
 6
 KEYS ENERGY SERVICES
 1001 JAMES STREET
 KEY WEST, FL 33040
 CONCEPTUAL DRAINAGE PLAN
 1001 JAMES STREET
 KEY WEST, FL 33040
 JOB NO. 141038
 DRAWN BGO
 DESIGNED AEP
 CHECKED AEP
 QC
 SHEET
C-1



RESOLUTION NO. 93-533

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF ATTACHED LEASE AGREEMENT BETWEEN THE CITY OF KEY WEST AND UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA (CITY ELECTRIC SYSTEM) FOR THE PARKING GARAGE; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Commission of the City of Key West, Florida as follows that the attached Lease Agreement between the City of Key West and Utility Board of the City of Key West (City Electric System) is hereby approved. The City Manager is hereby authorized to execute said Agreement on behalf of the City of Key West, and the City Clerk is hereby authorized to attest to his signature and affix the Seal of the City thereto.

This Resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 16th day of November, 1993.

Authenticated by Mayor pro tem and City Clerk on November 18, 1993.

Harry L. Bethel
HARRY L. BETHEL, MAYOR PROTEM
STATE OF FLORIDA
COUNTY OF MONROE
CITY OF KEY WEST

ATTEST:
Josephine Parker
JOSEPHINE PARKER, CITY CLERK

(This copy is a true copy of the original on file in this office. Witness my hand and official seal this 23 day of November, 1993.

By *Josephine Parker*
CITY CLERK

LEASE AGREEMENT

This indenture made this 13th day of October, 1993, between UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA (CITY ELECTRIC SYSTEM), Lessor, hereinafter called CES and CITY OF KEY WEST, FL, Lessee, hereinafter called the City.

WITNESSETH:

1. **Description of premises.** CES does hereby lease to the City the premises located in Key West, Monroe County, Florida, described as:

Part of Lot Two (2), Square Twenty (20), according to the Wm. A. Whitehead's Map of the Island of Key West delineated in 1829, but better described by metes and bounds as follows:

Commencing at the intersection of the Southwesterly right of way line of Grinnell Street and the Southeasterly right of way line of Caroline Street, said point of intersection to be the point of beginning of the parcel of land hereinafter described: From said point of beginning, thence run in a Southwesterly direction along the Southeasterly right of way line of Caroline Street a distance of One Hundred Twenty (120) feet to a point; thence at a right angle run in a Southeasterly direction for a distance of Two Hundred Twenty-One (221) feet to a point, said point being on the Northwesterly right of way line of James Street; thence at a right angle run in a Northeasterly direction along the Northwesterly right of way line of James Street for a distance of One Hundred Twenty (120) feet out to the Southwesterly right of way line of Grinnell Street; thence at a right angle run in a Northwesterly direction along the Southwesterly right of way line of Grinnell Street for a distance of Two Hundred Twenty-One (221) feet back to the Point of Beginning.

2. **Term. TO HAVE AND TO HOLD** the above described premises unto the City for and during the term of 30 years commencing the 1st day of January, 1994, and ending on the 31st day of December, 2023. This lease is not assignable.

3. **Rents and Security.** The City, in consideration of the leasing of the premises aforesaid, does hereby covenant and agree to pay Ten Dollars (\$10.00) and other considerations.

4. **Taxes.** This hereby covenanted, stipulated and agreed between the parties hereto that the City will agree to pay all taxes, fees, licenses or charges whatsoever on the real property, buildings or improvements as they become due.

5. **Use of Premises, Generally.** City will build at the leased site a three story parking facility with 300 parking spaces, comprised of 250 Park and Ride spaces. Fifty (50) ground floor parking spaces dedicated for sole use by CES employees will also be provided. CES employees will be provided parking decals by the City or be provided a dedicated separate entrance. CES parking shall be free of charge. City shall have sole control of the facility during the term of the lease.

6. **Utilities.** The City agrees to comply with all applicable federal, state and local codes and the proper use of electricity, gas, water, sewer and other utilities to the subject premises. The city agrees to pay all monthly fees for water, sewer, electric, telephone, etc., for the entire facility.

7. **Design Review.** CES shall have the opportunity to review and comment on the architectural style of the facility. Reasonable requests from CES for changes in the architectural style of the facility will be made by the City. During the design stage, the City shall review the feasibility of constructing a drive-up window for the purpose of paying utility bills.

8. **Construction.** The construction of the Park and Ride facility is scheduled to begin February 1, 1994, and be completed by January 31, 1995. CES agrees to provide alternate CES employee parking during the construction period. Should such facility not be operational within a period of twenty-four (24) months from date of this lease, this lease shall be null and void.

9. **Control and Maintenance.** The City shall perform and be responsible for the cost of all repair and/or maintenance necessary to keep the demised premises in good order, repair and conditions and in a clean, sanitary and safe condition in accordance with all directions, rules and regulations of governmental agencies having jurisdiction. The City agrees to maintain the entire proposed facility, including CES' parking sections. The City also agrees to maintain in good order parking facility gate areas, ticket booth, restrooms, transfer shelter and related equipment for the duration of the lease. The City shall be responsible for providing security for the facility.

10. **Parking Fees.** All revenue generated from the City's two hundred and fifty (250) Park and Ride spaces shall be dedicated to support of the Key West Transit System. CES shall have the right to generate and collect revenue for CES' fifty (50) employee parking spaces. This revenue shall be dedicated for CES.

11. **Existing conditions.** The City shall be responsible for performing soil quality test of existing property for determination of soil contamination. Any soil contamination remedial work required for the new facility shall be the responsibility of the City.

12. **Manner of Payment and Giving Notice.** The checks for rental occurring hereunder shall be forwarded to City Electric System, 1001 James Street, Key West, Florida 33041-6100, and all notices given to CES hereunder shall be forwarded to CES, return receipt requested, until the City is notified otherwise in writing.

13. **CES's Covenant.** Upon the payment by the City of the rents provided, and upon the observation and performance of all the covenants, terms and conditions on the City's part to be observed and performed, the City shall peacefully and quietly hold and enjoy the subject premises for the term hereby demise without hindrance or interruption by CES or any other person or persons lawfully or equitably claiming by, through or under CES subject nevertheless, to the terms of this lease.

14. **Indemnification/Insurance.**

A. The City shall hold harmless, indemnify and defend CES, its directors, officers, employees and agents against any claim, action, loss, damage, injury, liability, cost and expense of whatever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of or incidental to this agreement, excluding only the negligence of CES, its directors, officers, employees or agents.

B. The City shall purchase and maintain, at a minimum, the following insurance coverages throughout the term of the lease. In addition, property insurance shall be maintained during construction.

Commercial General Liability

i. The City's insurance shall cover those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C. Medical Payments.

ii. The City shall maintain minimum limits of:

	<u>Limits</u>
General Aggregate Limit (Other than Products/Completed Operations)	\$1,000,000

Products-Completed Operations Aggregate Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Legal Liability Limit	\$50,000

Personal Auto Policy

i. The City's insurance shall cover those sources of liability which would be covered by part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

ii. The minimum limits to be maintained by the City (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 per accident combined single limit for bodily injury liability and property damage liability.

iii. The Utility Board of the City of Key West shall be named Additional Insured on all insurance policies.

Property Insurance

i. During construction, the City's insurance shall cover those sources of loss that would be covered by the latest edition of the standard Builder's Risk form (ISO Form CP 00 20 and Cause of Loss - Special Form CP 10 30) as filed for use in the State of Florida by the Insurance Services Office without attachment of restrictive endorsements.

ii. The City shall maintain an amount of insurance equal to 100% of the completed value of the structure(s) and include The Utility Board of the City of Key West, Florida as an insured.

iii. Following completion of construction, the City's insurance shall cover those sources of loss that would be covered by the latest editions of Insurance Services Office forms CP 00 10 and CP 10 30 without the attachment of restrictive endorsements.

iv. The City shall maintain an amount of insurance equal to 100% of the insurable replacement cost value of the structure(s) inclusive of improvements or betterments and shall include The Utility Board of the City of Key West, Florida as an insured.

Workers' Compensation/Employers' Liability

i. The City's insurance shall cover all employees for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance; without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Maritime including Jones Act, Federal Employers Liability Act and any other applicable federal or state law.

ii. Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease each employee, and \$1,000,000 bodily injury by disease policy limit or aggregate where such aggregate is applicable under the terms of the standard Workers' Compensation Policy.

C. All policies shall provide (to the extent such provisions are obtainable) the City and CES with at least forty-five (45) days written notice of cancellations, non-renewal or restriction in coverage. CES shall be included as an Additional Insured on the general liability and automobile liability policies.

A certificate or certificates of insurance shall be provided to the Lessor prior to the effective date of the lease and at least thirty (30) days prior to each renewal.

D. In the event the City refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required pursuant to this lease, that CES may, at their option, procure, or renew such insurance and all amounts of money paid therefore, shall be payable for with by the party who has failed to procure such insurance with interest at the current highest legal rate allowed in the State of Florida on the date of such purchase.

E. The City shall be responsible for the cost to repair or replace any of their contents or improvements and betterments in the event of damage or destruction.

15. **Observation of Laws and Ordinances.** The City agrees to observe, comply with and execute promptly, at their expense, during the term hereof all laws, rules, requirements, orders, directives, ordinances and

regulations and any and all governmental authorities or agencies and of all municipal departments, bureaus, boards and officials due to its use or occupancy of the subject premises, and to obtain and maintain during the term thereof any and all certificates, licenses, and other documents necessary for lawful occupation and operation.

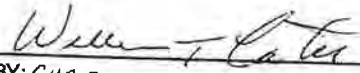
16. **Surrender at End of Term.** Upon the expiration of the term hereof or sooner termination of this lease as herein provided, the City agrees to surrender and yield possession of the premises peacefully and without further notice, and in good order and condition but subject to ordinary wear and reasonable use thereof. In the event the City discontinues use, refuses to repair or abandons the facility, City shall be responsible for cost of demolition and disposal of the facility.


17. **Entire Agreement.** This lease sets forth all covenants, promises, agreements and understandings between CES and the City concerning the subject premises. Except as here and otherwise provided, no subsequent alteration, amendment, change, or addition to this lease shall be binding upon CES and the City unless reduced to writing and signed by both parties.

18. **Partial Invalidity.** If any term, covenant or addition of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, insofar as is reasonable the remainder of this lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

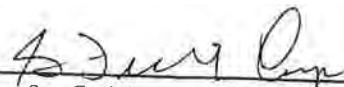
IN WITNESS THEREOF, the parties hereunto executed this lease the day and year first written above.

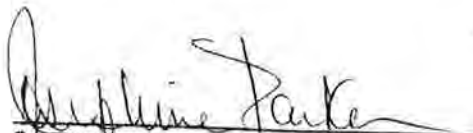
UTILITY BOARD OF THE CITY OF KEY WEST


BY: CHAIRMAN


LEO L. CAREY
ASS. TO GEN. MGR.
for Secretary/GEN. MGR.
ROBERT R. PADRON

CITY OF KEY WEST


BY: G. Felix Cooper
City Manager
11/19/93


Secretary Josephine Parker
City Clerk

Stuart Road

RESOLUTION NO. 93-533



A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF ATTACHED LEASE AGREEMENT BETWEEN THE CITY OF KEY WEST AND UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA (CITY ELECTRIC SYSTEM) FOR THE PARKING GARAGE; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Commission of the City of Key West, Florida as follows that the attached Lease Agreement between the City of Key West and Utility Board of the City of Key West (City Electric System) is hereby approved. The City Manager is hereby authorized to execute said Agreement on behalf of the City of Key West, and the City Clerk is hereby authorized to attest to his signature and affix the Seal of the City thereto.

This Resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 16th day of November, 1993.

Authenticated by Mayor pro tem and City Clerk on November 18, 1993.

Harry L. Bethel
HARRY L. BETHEL, MAYOR PROTEM
STATE OF FLORIDA)
COUNTY OF MONROE)
CITY OF KEY WEST)

ATTEST:

Josephine Parker
JOSEPHINE PARKER, CITY CLERK

Two true and correct copies of the
above resolution are hereby certified.
Witness my hand and official seal
this 23 day of November, 1993.
City Clerk
Josephine Parker

10/11 #13

LEASE AGREEMENT

This indenture made this 13th day of October, 1993, between UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA (CITY ELECTRIC SYSTEM), Lessor, hereinafter called CES and CITY OF KEY WEST, FL, Lessee, hereinafter called the City.

WITNESSETH:

1. **Description of premises.** CES does hereby lease to the City the premises located in Key West, Monroe County, Florida, described as:

Part of Lot Two (2), Square Twenty (20), according to the Wm. A. Whitehead's Map of the Island of Key West delineated in 1829, but better described by metes and bounds as follows:

Commencing at the intersection of the Southwesterly right of way line of Grinnell Street and the Southeasterly right of way line of Caroline Street, said point of intersection to be the point of beginning of the parcel of land hereinafter described: From said point of beginning, thence run in a Southwesterly direction along the Southeasterly right of way line of Caroline Street a distance of One Hundred Twenty (120) feet to a point; thence at a right angle run in a Southeasterly direction for a distance of Two Hundred Twenty-One (221) feet to a point, said point being on the Northwesterly right of way line of James Street; thence at a right angle run in a Northeasterly direction along the Northwesterly right of way line of James Street for a distance of One Hundred Twenty (120) feet out to the Southwesterly right of way line of Grinnell Street; thence at a right angle run in a Northwesterly direction along the Southwesterly right of way line of Grinnell Street for a distance of Two Hundred Twenty-One (221) feet back to the Point of Beginning.

2. **Term. TO HAVE AND TO HOLD** the above described premises unto the City for and during the term of 30 years commencing the 1st day of January, 1994, and ending on the 31st day of December, 2023. This lease is not assignable.

3. **Rents and Security.** The City, in consideration of the leasing of the premises aforesaid, does hereby covenant and agree to pay Ten Dollars (\$10.00) and other considerations.

4. **Taxes.** This hereby covenanted, stipulated and agreed between the parties hereto that the City will agree to pay all taxes, fees, licenses or charges whatsoever on the real property, buildings or improvements as they become due.
5. **Use of Premises, Generally.** City will build at the leased site a three story parking facility with 300 parking spaces, comprised of 250 Park and Ride spaces. Fifty (50) ground floor parking spaces dedicated for sole use by CES employees will also be provided. CES employees will be provided parking decals by the City or be provided a dedicated separate entrance. CES parking shall be free of charge. City shall have sole control of the facility during the term of the lease.
6. **Utilities.** The City agrees to comply with all applicable federal, state and local codes and the proper use of electricity, gas, water, sewer and other utilities to the subject premises. The city agrees to pay all monthly fees for water, sewer, electric, telephone, etc., for the entire facility.
7. **Design Review.** CES shall have the opportunity to review and comment on the architectural style of the facility. Reasonable requests from CES for changes in the architectural style of the facility will be made by the City. During the design stage, the City shall review the feasibility of constructing a drive-up window for the purpose of paying utility bills.
8. **Construction.** The construction of the Park and Ride facility is scheduled to begin February 1, 1994, and be completed by January 31, 1995. CES agrees to provide alternate CES employee parking during the construction period. Should such facility not be operational within a period of twenty-four (24) months from date of this lease, this lease shall be null and void.
9. **Control and Maintenance.** The City shall perform and be responsible for the cost of all repair and/or maintenance necessary to keep the demised premises in good order, repair and conditions and in a clean, sanitary and safe condition in accordance with all directions, rules and regulations of governmental agencies having jurisdiction. The City agrees to maintain the entire proposed facility, including CES' parking sections. The City also agrees to maintain in good order parking facility gate areas, ticket booth, restrooms, transfer shelter and related equipment for the duration of the lease. The City shall be responsible for providing security for the facility.
10. **Parking Fees.** All revenue generated from the City's two hundred and fifty (250) Park and Ride spaces shall be dedicated to support of the Key West Transit System. CES shall have the right to generate and collect revenue for CES' fifty (50) employee parking spaces. This revenue shall be dedicated for CES.

11. **Existing conditions.** The City shall be responsible for performing soil quality test of existing property for determination of soil contamination. Any soil contamination remedial work required for the new facility shall be the responsibility of the City.

12. **Manner of Payment and Giving Notice.** The checks for rental occurring hereunder shall be forwarded to City Electric System, 1001 James Street, Key West, Florida 33041-6100, and all notices given to CES hereunder shall be forwarded to CES, return receipt requested, until the City is notified otherwise in writing.

13. **CES's Covenant.** Upon the payment by the City of the rents provided, and upon the observation and performance of all the covenants, terms and conditions on the City's part to be observed and performed, the City shall peacefully and quietly hold and enjoy the subject premises for the term hereby demise without hindrance or interruption by CES or any other person or persons lawfully or equitably claiming by, through or under CES subject nevertheless, to the terms of this lease.

14. **Indemnification/Insurance.**

A. The City shall hold harmless, indemnify and defend CES, its directors, officers, employees and agents against any claim, action, loss, damage, injury, liability, cost and expense of whatever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of or incidental to this agreement, excluding only the negligence of CES, its directors, officers, employees or agents.

B. The City shall purchase and maintain, at a minimum, the following insurance coverages throughout the term of the lease. In addition, property insurance shall be maintained during construction.

Commercial General Liability

i. The City's insurance shall cover those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C. Medical Payments.

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ii. The City shall maintain an amount of insurance equal to 100% of the completed value of the structure(s) and include The Utility Board of the City of Key West, Florida as an insured.

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i. The City's insurance shall cover all employees for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance; without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Maritime including Jones Act, Federal Employers Liability Act and any other applicable federal or state law.

ii. Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease each employee, and \$1,000,000 bodily injury by disease policy limit or aggregate where such aggregate is applicable under the terms of the standard Workers' Compensation Policy.

C. All policies shall provide (to the extent such provisions are obtainable) the City and CES with at least forty-five (45) days written notice of cancellations, non-renewal or restriction in coverage. CES shall be included as an Additional Insured on the general liability and automobile liability policies.

A certificate or certificates of insurance shall be provided to the Lessor prior to the effective date of the lease and at least thirty (30) days prior to each renewal.

D. In the event the City refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required pursuant to this lease, that CES may, at their option, procure, or renew such insurance and all amounts of money paid therefore, shall be payable for with by the party who has failed to procure such insurance with interest at the current highest legal rate allowed in the State of Florida on the date of such purchase.

E. The City shall be responsible for the cost to repair or replace any of their contents or improvements and betterments in the event of damage or destruction.

15. **Observation of Laws and Ordinances.** The City agrees to observe, comply with and execute promptly, at their expense, during the term hereof all laws, rules, requirements, orders, directives, ordinances and

regulations and any and all governmental authorities or agencies and of all municipal departments, bureaus, boards and officials due to its use or occupancy of the subject premises, and to obtain and maintain during the term thereof any and all certificates, licenses, and other documents necessary for lawful occupation and operation.


16. **Surrender at End of Term.** Upon the expiration of the term hereof or sooner termination of this lease as herein provided, the City agrees to surrender and yield possession of the premises peacefully and without further notice, and in good order and condition but subject to ordinary wear and reasonable use thereof. In the event the City discontinues use, refuses to repair or abandons the facility, City shall be responsible for cost of demolition and disposal of the facility.


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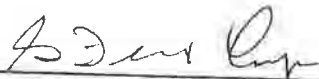
IN WITNESS THEREOF, the parties hereunto executed this lease the day and year first written above.

UTILITY BOARD OF THE CITY OF KEY WEST


BY: CHAIRMAN, WILLIAM T. CATES

 LEO W. CAREY
ASST. TO GEN. MGR.
FOR - Secretary/GEN. MGR.
ROBERT R. PADRON

CITY OF KEY WEST


BY: G. Felix Cooper
City Manager
11/14/93


Secretary - Josephine Parker
City Clerk



THE CITY OF KEY WEST
P. O. BOX 1409
KEY WEST, FLORIDA 33040-1409

November 23, 1993

Mr. Dale Z. Finigan
Superintendent of Engineering
Utility Board-City of Key West
"City Electric System"
Post Office Drawer 6100
Key West, FL 33041-6100


Re: Lease Agreement
Parking Garage

Dear Mr. Finigan:

Enclosed are five (5) copies of the lease agreement between the City of Key West and the Utility Board of Key West, executed by the City.

Upon execution by the Utility Board, please return one executed original to this office for our files.

Sincerely,


Josephine Parker, CMC
City Clerk

JP/lh

Enclosure

Key to the Caribbean - Average yearly temperature 77° F.

Leave with UB minutes

7/12
50
12-2-83

LEASE AGREEMENT

This indenture made this 13th day of October, 1993, between UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA (CITY ELECTRIC SYSTEM), Lessor, hereinafter called CES and CITY OF KEY WEST, FL, Lessee, hereinafter called the City.

Park-N-Ride

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2. **Term.** TO HAVE AND TO HOLD the above described premises unto the City for and during the term of 30 years commencing the 1st day of January, 1994, and ending on the 31st day of December, 2023. ~~no assignable~~

3. **Rents and Security.** The City, in consideration of the leasing of the premises aforesaid, does hereby covenant and agree to pay Ten Dollars (\$10.00) and other considerations

4. **Taxes.** This hereby covenanted, stipulated and agreed between the parties hereto that the City will agree to pay all taxes, fees, licenses or charges whatsoever on the real property, buildings or improvements as they become due.

5. **Use of Premises, Generally.** City will build at the leased site a three story parking facility with 300 parking spaces, comprised of 250 Park and Ride spaces. Fifty (50) ground floor parking spaces dedicated for sole use by CES employees will also be provided. ~~CES employees will be provided parking decals by the City or be provided a dedicated separate entrance. CES parking shall be free of charge. City shall have sole control of the facility during the term of the lease.~~

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ii. The City shall maintain an amount of insurance equal to 100% of the completed value of the structure(s) and include The Utility Board of the City of Key West, Florida as an insured.

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i. The City's insurance shall cover all employees for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance; without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Maritime including Jones Act, Federal Employers Liability Act and any other applicable federal or state law.

ii. Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease each employee, and \$1,000,000 bodily injury by disease policy limit or aggregate where such aggregate is applicable under the terms of the standard Workers' Compensation Policy.

C. All policies shall provide (to the extent such provisions are obtainable) the City and CES with at least forty-five (45) days written notice of cancellations, non-renewal or restriction in coverage. CES shall be included as an Additional Insured on the general liability and automobile liability policies.

A certificate or certificates of insurance shall be provided to the Lessor prior to the effective date of the lease and at least thirty (30) days prior to each renewal.

D. In the event the City refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required pursuant to this lease, that CES may, at their option, procure, or renew such insurance and all amounts of money paid therefore, shall be payable for with by the party who has failed to procure such insurance with interest at the current highest legal rate allowed in the State of Florida on the date of such purchase.

E. The City shall be responsible for the cost to repair or replace any of their contents or improvements and betterments in the event of damage or destruction.

15. **Observation of Laws and Ordinances.** The City agrees to observe, comply with and execute promptly, at their expense, during the term hereof all laws, rules, requirements, orders, directives, ordinances and

regulations and any and all governmental authorities or agencies and of all municipal departments, bureaus, boards and officials due to its use or occupancy of the subject premises, and to obtain and maintain during the term thereof any and all certificates, licenses, and other documents necessary for lawful occupation and operation.

16. **Surrender at End of Term.** Upon the expiration of the term hereof or sooner termination of this lease as herein provided, the City agrees to surrender and yield possession of the premises peacefully and without further notice, and in good order and condition but subject to ordinary wear and reasonable use thereof. In the event the City discontinues use, refuses to repair or abandons the facility, City shall be responsible for cost of demolition and disposal of the facility.


17. **Entire Agreement.** This lease sets forth all covenants, promises, agreements and understandings between CES and the City concerning the subject premises. Except as here and otherwise provided, no subsequent alteration, amendment, change, or addition to this lease shall be binding upon CES and the City unless reduced to writing and signed by both parties.

18. **Partial Invalidity.** If any term, covenant or addition of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, insofar as is reasonable the remainder of this lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

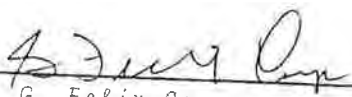
IN WITNESS THEREOF, the parties hereunto executed this lease the day and year first written above.

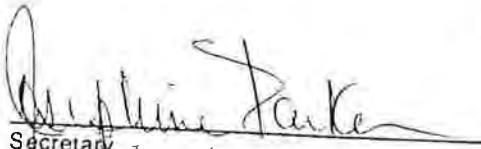
UTILITY BOARD OF THE CITY OF KEY WEST


BY: CHAIRMAN


LEO L. CAREY
ASS. TO GEN. MGR.
for Secretary/GEN. MGR.
ROBERT R. PADRON

CITY OF KEY WEST


BY: G. Felix Cooper
City Manager
11/19/93


Secretary Josephine Parker
City Clerk

Mr. Arnold	Yes
Dr. Cox	Yes
Mr. Knowles	Yes
Mr. Robinson	Yes
Mr. Cates	Yes

Mr. Carey thanked the Board for having the confidence in his abilities to take over the position of General Manager and expressed that he would do his best to fulfill the requirements of General Manager.

Still under Old Business, Mr. Knowles asked if, before we share our excess dollars with the City, are we going to amend the budget. Mr. Padron responded that the Board would be presented with an amendment to the budget at the Utility Board meeting prior to the end of the fiscal year.

Chairman Cates proceeded to Item #7 - New Business

There was no New Business to come before the Board.

Chairman Cates proceeded to Item #8 - Review and Approve Preliminary Design of City of Key West Parking Garage - Manager

Mr. Sonny McCoy, architect for the project, and Mr. Raymond Archer, representing the City on the project, presented artist renderings to the Utility Board and described the facility in detail. Mr. Larry Thompson, Operations Manager, was asked by the Board if all of CES' concerns with the project had been addressed. Mr. Thompson stated that the issue of the drive-through window still needed to be addressed. Mr. McCoy stated that that issue would be addressed and resolved before the final plan was presented.

Dr. Cox raised the issue of the cornerstone that would be placed on the structure and stated that, since this project is a joint effort between the City of Key West and City Electric System, CES' name should be engraved on the cornerstone.

Mr. Archer told the Board that he would present his suggestion to the City Commission. Mr. Archer also told the Board that, at any time during the planning stage of the garage, if the Board members or any of CES' staff has any problems or concerns, to please give him a call and he will personally handle those issues.

August 10, 1994

Mr. McCoy and Mr. Archer discussed the Park and Ride program and the FDOT grant that will be providing funds for this specific transit system. Mr. Archer told the Board that this program will not be funded by ad valorem taxes.

Dr. Cox and Mr. Knowles both raised the issue of the CES employee entrance to the parking facility.

Mr. McCoy responded that CES would have its own entrance with signs that will specifically state that that entrance is for CES employees only.

Mr. McCoy suggested that an electric gate be placed at the CES employee entrance and each employee issued an electronic device to open the gate; that would ensure that no one else could enter CES' parking area.

Motion was made by Mr. Knowles to approve the preliminary design of the City of Key West Parking Garage, contingent upon CES and the City resolving the two items of concern; the drive-through window and the cornerstone. Seconded by Mr. Arnold. There being no discussion on the motion, Mr. Padron called the roll and the following vote was recorded:

Mr. Arnold	Yes
Dr. Cox	Yes
Mr. Knowles	Yes
Mr. Robinson	Yes
Mr. Cates	Yes

Chairman Cates proceeded to Item #9 - Discuss Construction Status Report - July, 1994 - Manager

Mr. Padron updated the Utility Board on the most recent capital projects, focusing mainly on the upgrade of the telephone system. Mr. Padron explained that the upgrade of the telephone system should be completed by mid-September. There was no further discussion on the report.

Chairman Cates proceeded to Item #10 - 3rd Quarter Financial & Budget Review & Presentation of Collection Statistics - Manager

Mr. Padron turned the presentation over to the Finance Manager, Mr. Stan Rzad, who proceeded to tell the Board that the revenue per KWH for the third quarter is basically unchanged but is slightly better than APPA data. Mr. Rzad told the Board that CES' total assets since 1993 is also basically unchanged and that those figures are slightly higher than the APPA data.

THE CITY OF KEY WEST POST OFFICE BOX 1409 KEY WEST FLORIDA 33041

DATE	INVOICE	DESCRIPTION	PO	AMOUNT	
12/06/2000	31516	LEASING/RENTALS	027834	300.00	
01-421030-00-000					
UTILITY BOARD OF KEY WEST				TOTAL	*****300.00



THE CITY OF KEY WEST
OPERATING ACCOUNT
POST OFFICE BOX 1409
KEY WEST, FLORIDA 33041

FIRST STATE BANK OF THE
FLORIDA KEYS
KEY WEST, FLORIDA 33040
6843
670

037486

VENDOR NUMBER	DATE	CHECK NUMBER	NET AMOUNT
654	12/08/2000	37486	*****300.00

THREE HUNDRED AND 00/100 DOLLARS *****

PAY TO THE ORDER OF
UTILITY BOARD OF KEY WEST
P O BOX 6100
KEY WEST FL 33041

Handwritten signature

⑈037486⑈ ⑆067000438⑆ 0100903118⑈

*Payment for 30 yrs for
property that Park &
Side is on*



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

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

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

Alternate Key: 1001767 Parcel ID: 00001700-000000

Ownership Details

Mailing Address:
 THE UTILITY BOARD OF THE CITY OF KEY WEST
 1001 JAMES ST
 KEY WEST, FL 33040-6935

Property Details

PC Code: 91 - UTILITIES,WATER TANKS
Millage Group: 12KW
Affordable Housing: No
Section-Township-Range: 31-67-25
Property Location: 1001 JAMES ST KEY WEST
Legal Description: KW PT LOT 2 SQR 19 JAMES AND GRINNELL ST OR80-477/479 OR1428-1157/75F/J OR2571-2253/75 OR2592-2258/80

Click Map Image to open interactive viewer



Exemptions

Exemption	Amount
15 - MUNICIPAL LANDS	5,913,147.00

Land Details

Land Use Code	Frontage	Depth	Land Area
100E - COMMERCIAL EXEMPT			34,600.00 SF

Building Summary

Number of Buildings: 1
Number of Commercial Buildings: 1
Total Living Area: 21656
Year Built: 1954

Building 1 Details

Building Type
Effective Age 19
Year Built 1954
Functional Obs 0

Condition A
Perimeter 1,238
Special Arch 0
Economic Obs 0

Quality Grade 500
Depreciation % 23
Grnd Floor Area 21,656

Inclusions:

Roof Type
Heat 1
Heat Src 1

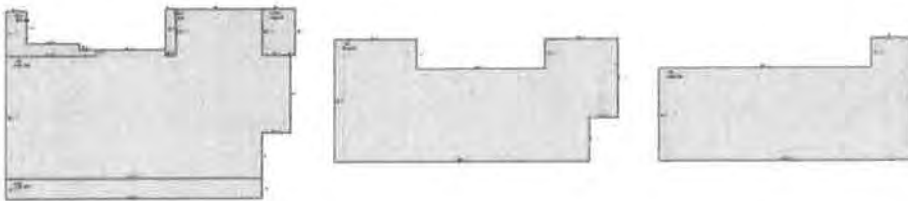
Roof Cover
Heat 2
Heat Src 2

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 27

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	1953					8,874
2	OPX		1	1953					1,260
3	OPU		1	1953					390
4	OPU		1	1953					110
5	OPU		1	1953					352
6	FLA		1	1953					6,944
7	FLA		1	1953					5,838

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	660	ELEC/TELEPHONE ETC B	100	Y	Y
	661	ELEC/TELEPHONE ETC B	100	Y	Y
	662	ELEC/TELEPHONE ETC B	100	Y	Y

Exterior Wall:

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

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	FN2:FENCES	280 SF	0	0	1995	1996	4	30
2	AP2:ASPHALT PAVING	29,638 SF	0	0	1953	1954	2	25
3	CL2:CH LINK FENCE	2,352 SF	392	6	2009	2010	3	30
4	PT3:PATIO	113 SF	0	0	2001	2002	2	50

Appraiser Notes

FOR THE 2007 TAX ROLL THIS PARCEL HAS DECREASED IN SIZE DUE TO A PORTION OF THIS LAND GOING TO LEASED LANDS FOR THE STEAMPLANT CONDO PROJECT

TPP 8551193

Building Permits

Bldg Number	Date Issued	Date Completed	Amount	Description	Notes	
08-1942	07/22/2008	07/01/2009	23,500	Commercial	ALUMINUM FENCE 392 LF	
13-0315	01/25/2013	12/11/2013	1,000	Commercial	CONSTRUCT 22' OF 2x4 PARTITION WALL INSIDE FERRY TERMINAL. 1/2" DRYWALL	
1	B16806	04/01/1990	12/01/1994	150,000		REMODELING
2	B920036	01/01/1992	12/01/1994	21,000	Commercial	ROOFING
3	96-3426	08/01/1996	12/01/1996	1,900	Commercial	REPAIRS
4	9703061	09/01/1997	12/01/1997	4,200	Commercial	AWNINGS
5	9701012	04/01/1997	12/01/1997	11,000	Commercial	ELECTRIC
6	9801888	06/22/1998	11/09/1998	81,000	Commercial	DEMO CONCRETE STRUCT
7	9803514	11/15/1998	12/31/1999	138,000	Commercial	SUBSTATION FOUNDATION
8	9900042	01/07/1999	12/31/1999	53,000	Commercial	CHANGEOUT AC
9	9902111	07/01/1999	12/31/1999	10,000	Commercial	CONCRETE GENERATOR PAD
10	0002876	09/14/2000	11/15/2000	39,000	Commercial	REPLACE AIR HANDLER
11	0103409	10/17/2001	12/04/2001	108,980	Commercial	58 SQS BUILTUP/15 SQS V-C
12	01/3409	12/06/2001	10/29/2002	176,000	Commercial	REPAIRS
13	02/0461	02/28/2002	10/29/2002	23,500	Commercial	REPAIR SPALLING
14	02/0792	10/02/2002	10/30/2002	1,500	Commercial	SEAL PARKING AREA

15	03-1873	06/02/2003	12/04/2003	2,981	Commercial	TILE WALKWAY
16	04-1743	05/27/2004	12/15/2004	1,700	Commercial	REPLACE LAV,&TOILET
17	05-2803	07/06/2005	11/14/2005	20,000	Commercial	ROOF REPLACEMENT 8SQS
18	05-3408	08/11/2005	11/14/2005	2,200	Commercial	INSTALL ELECTRIC FOR A 100AMP SUBFEED FOR ELECTRIC CARS

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
2013	3,240,539	26,361	2,642,748	5,909,648	5,909,648	5,909,648	0
2012	3,240,539	26,485	2,642,748	5,909,772	5,909,772	5,909,772	0
2011	3,408,879	26,583	2,642,748	6,078,210	6,062,716	6,078,210	0
2010	3,408,879	26,681	2,076,000	5,511,560	5,511,560	5,511,560	0
2009	3,577,219	26,805	2,595,000	6,199,024	6,199,024	6,199,024	0
2008	3,577,219	26,904	2,595,000	6,199,123	6,199,123	6,199,123	0
2007	2,391,606	26,974	2,595,000	5,013,580	5,013,580	5,013,580	0
2006	2,447,879	27,098	3,406,500	5,881,477	5,881,477	5,881,477	0
2005	2,290,250	27,196	3,406,500	5,723,946	5,723,946	5,723,946	0
2004	2,316,564	27,294	3,406,500	5,750,358	5,750,358	5,750,358	0
2003	2,301,173	27,418	870,550	3,199,141	3,199,141	3,199,141	0
2002	2,301,173	27,516	870,550	3,199,239	3,199,239	3,199,239	0
2001	2,353,473	2,208	870,550	3,226,231	3,226,231	3,226,231	0
2000	2,357,045	487	794,850	3,152,382	3,152,382	3,152,382	0
1999	1,303,462	504	794,850	2,098,816	2,098,816	2,098,816	0
1998	870,734	521	794,850	1,666,105	1,666,105	1,666,105	0
1997	870,734	543	719,150	1,590,427	1,590,427	1,590,427	0
1996	686,033	0	719,150	1,405,183	1,405,183	1,405,183	0
1995	686,033	0	719,150	1,405,183	1,405,183	1,405,183	0
1994	605,603	0	719,150	1,324,753	1,324,753	1,324,753	0
1993	605,603	0	719,150	1,324,753	1,324,753	1,324,753	0
1992	605,603	0	719,150	1,324,753	1,324,753	1,324,753	0
1991	605,603	0	719,150	1,324,753	1,324,753	1,324,753	0
1990	512,433	0	605,600	1,118,033	1,118,033	1,118,033	0
1989	512,433	0	605,600	1,118,033	1,118,033	1,118,033	0
1988	405,943	0	529,900	935,843	935,843	935,843	0
1987	399,525	0	271,858	671,383	671,383	671,383	0
1986	400,564	0	271,858	672,422	672,422	672,422	0
1985	392,966	0	102,980	495,946	495,946	495,946	0
1984	385,479	0	102,980	488,459	488,459	488,459	0
1983	385,479	0	102,980	488,459	488,459	488,459	0
1982	367,344	0	102,980	470,324	470,324	470,324	0

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
9/26/2012	2592 / 2258	100	QC *****	11 *****
4/25/2012	2571 / 2253	100	QC *****	11 *****

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